

A G E N D A

REGULAR MEETING

Governing Board of the Alameda Corridor Transportation Authority

Meeting Date:	June 16, 2022
Time:	3:00 P.M.
Location:	This meeting is being conducted via teleconference in accordance with Assembly Bill No. 361 approved by Governor Newsom on September 16, 2021, and Government Code Section 54953(e)(1). A physical location will not be available for public observance of the meeting or public comment.
Conference Call for Meeting Attendance and Live Public Comment.	Dial: (562) 342-1138 Participant Pin: 2178101
Written Public Comment about Agenda Items.	Email: PublicComment@acta.org Sender's name and contact information are appreciated.

This meeting is being held in accordance with the Brown Act as currently in effect under Assembly Bill No. 361 approved by Governor Newsom on September 16, 2021, and Government Code Section 54953(e)(1) that allows attendance by members of the Governing Board, ACTA staff, and the public to participate and conduct the meeting by teleconference, videoconference, or both.

A. ROLL CALL

B. OPENING STATEMENT

Members of the public may join the meeting using the conference call number set forth on the agenda and may provide public comment on any agenda item. Live public comments will be heard no later than when each item is considered by the Governing Board. Each public speaker will be limited to three minutes to comment on each agenda item.

Any public comment received by email prior to the agenda item being called will be read into the record; any email received after an item has been considered by the Governing Board, but before the end of the meeting will be included in the minutes of the meeting.

The Governing Board may consider and act upon items as set forth on the agenda. Ordinarily, the Governing Board will not act on any matter which does not appear on the published agenda.



C. AGENDA ITEMS

Reports:

1. **April 2022 Performance Report (INFORMATION)**

Consent Agenda:

2. **APPROVE Minutes of the May 19, 2022, Regular Board Meeting of the Alameda Corridor Transportation Authority**
3. **RECEIVE and FILE Monthly Financial Reports as of April 2022**

Regular Agenda:

4. **APPROVE 2022/2023 Revenue Refunding Bonds – Certain Documents for the Issuance of 2022 and 2023 Revenue Refunding Bonds and a Tender of Certain Previously Issued Bonds**
5. **APPROVE Annual Contract Change Orders 75 and 57 and the Extension of Agreement No. C0027 with Alameda Corridor Engineering Team**
6. **APPROVE ACTA Fiscal Year 2022/2023 Final Budget**
7. **APPROVE and Adopt the ACTA Officer and Employee Publicly Available Pay Schedule**
8. **APPROVE Reimbursement Agreement with Union Pacific Railroad for Construction Related Services on Dolores Yard Crossover Project**
9. **Proposed Alameda Corridor Exhibit at the California State Railroad Museum in Sacramento (INFORMATION)**
10. **APPROVE Resolution No. JPA 22-9 authorizing teleconference meetings for the ACTA Governing Board and its Audit Committee pursuant to AB 361**

D. PUBLIC COMMENT ON NON-AGENDA ITEMS

E. CLOSED SESSION

None

ADJOURNMENT

As a covered entity under Title II of the Americans with Disabilities Act, the Alameda Corridor Transportation Authority (ACTA) does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities. Sign language interpreters, assistive listening devices, and translation services may be provided. To ensure availability, 72-hour advance notice is required. Contact the ACTA Office at (562) 247-7777.



Item 1

***Performance Report
April 2022***



Port Container Throughput (TEUs) – April 2022

	POLA		POLB		Combined	
	Apr-22	%Change*	Apr-22	%Change*	Apr-22	%Change*
Imports	456,670	-6.8%	400,803	9.2%	857,473	0.0%
Exports	99,878	-12.7%	121,876	-1.8%	221,754	-7.0%
Total Loaded	556,548	-7.9%	522,679	6.4%	1,079,227	-1.5%
Empty	330,809	-3.4%	298,040	16.9%	628,849	5.3%
Total	887,357	-6.3%	820,719	10.0%	1,708,076	0.9%

	YTD	%Change*	YTD	%Change*	YTD	%Change*
Imports	1,803,146	-1.5%	1,607,752	6.2%	3,410,898	2.0%
Exports	407,285	-11.1%	477,056	-4.5%	884,341	-7.6%
Total Loaded	2,210,431	-3.4%	2,084,808	3.6%	4,295,239	-0.1%
Empty	1,358,960	8.6%	1,196,571	7.8%	2,555,531	8.3%
Total	3,569,391	0.8%	3,281,379	5.1%	6,850,770	2.8%

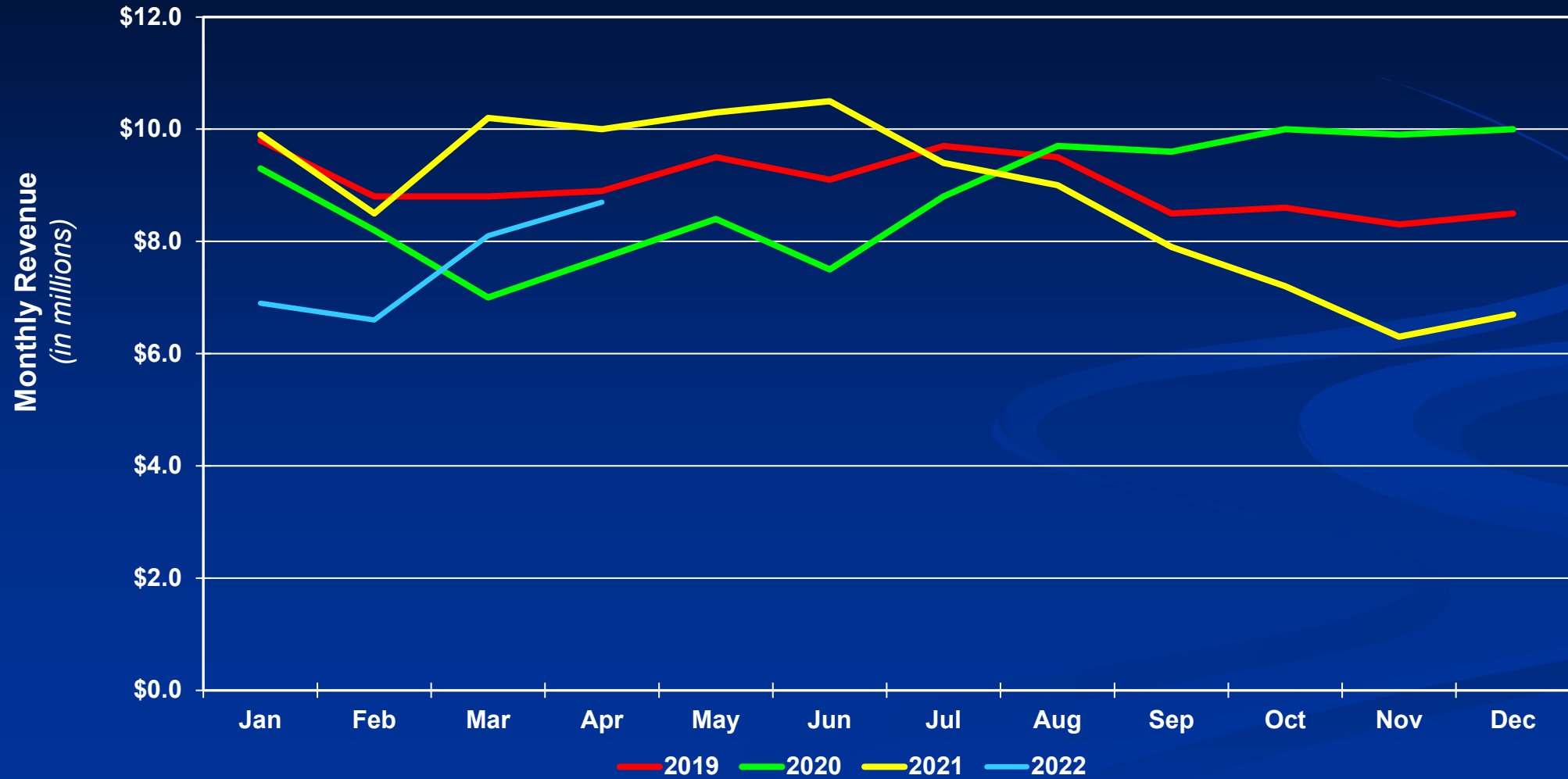
* Relative to same period in CY 2021

Performance Comparison

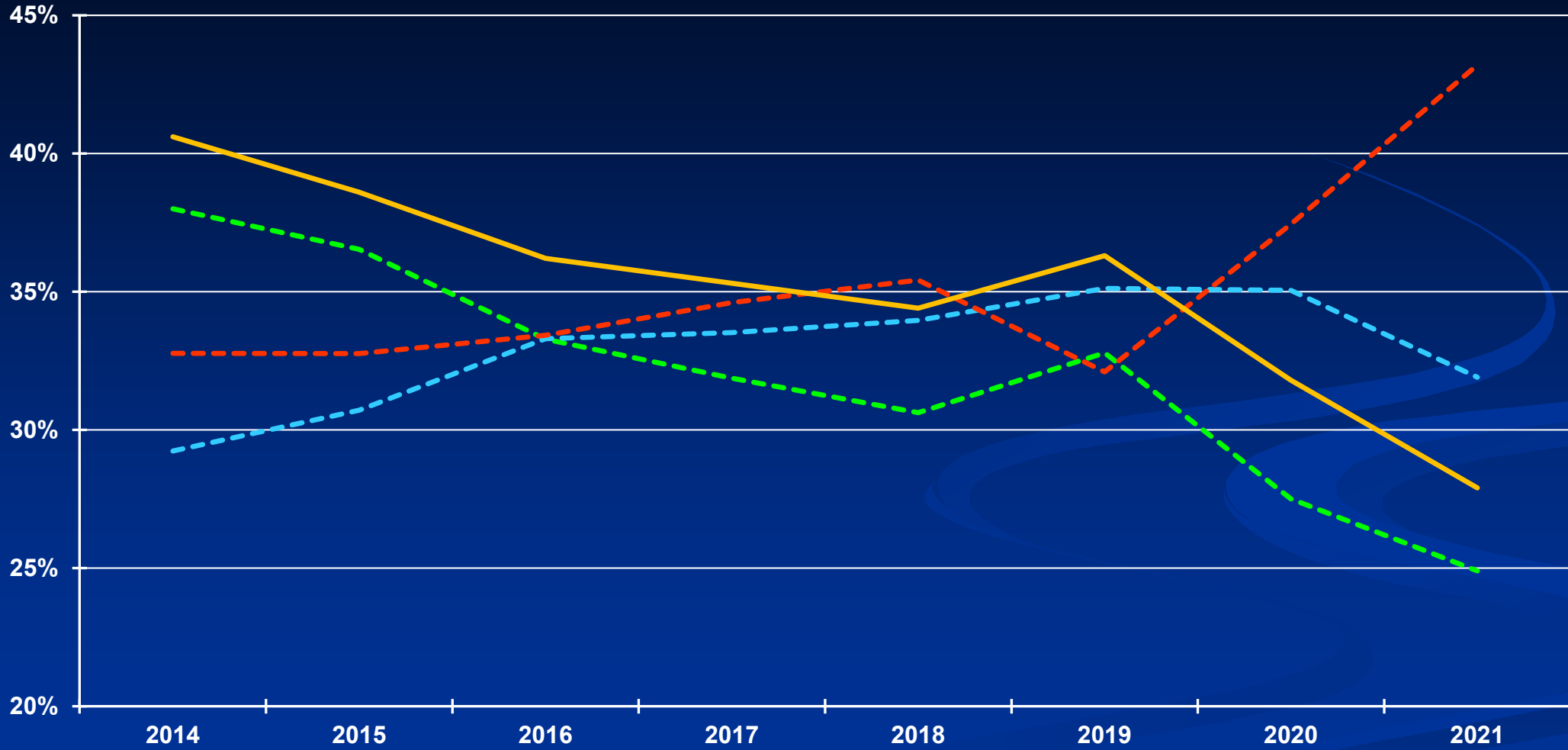
April 2022

	Apr 2022	CY22	FY22
Revenue	\$8.7 M	\$30.2 M	\$76.8 M
Change from 2021	- 13.8 %	- 21.6 %	- 20.5 %
TEU's	402,570	1,391,207	3,713,022
Change from 2021	- 15.7 %	- 22.7 %	- 16.4 %

Corridor Revenue Performance CY2019, CY2020, CY2021 & Apr 2022

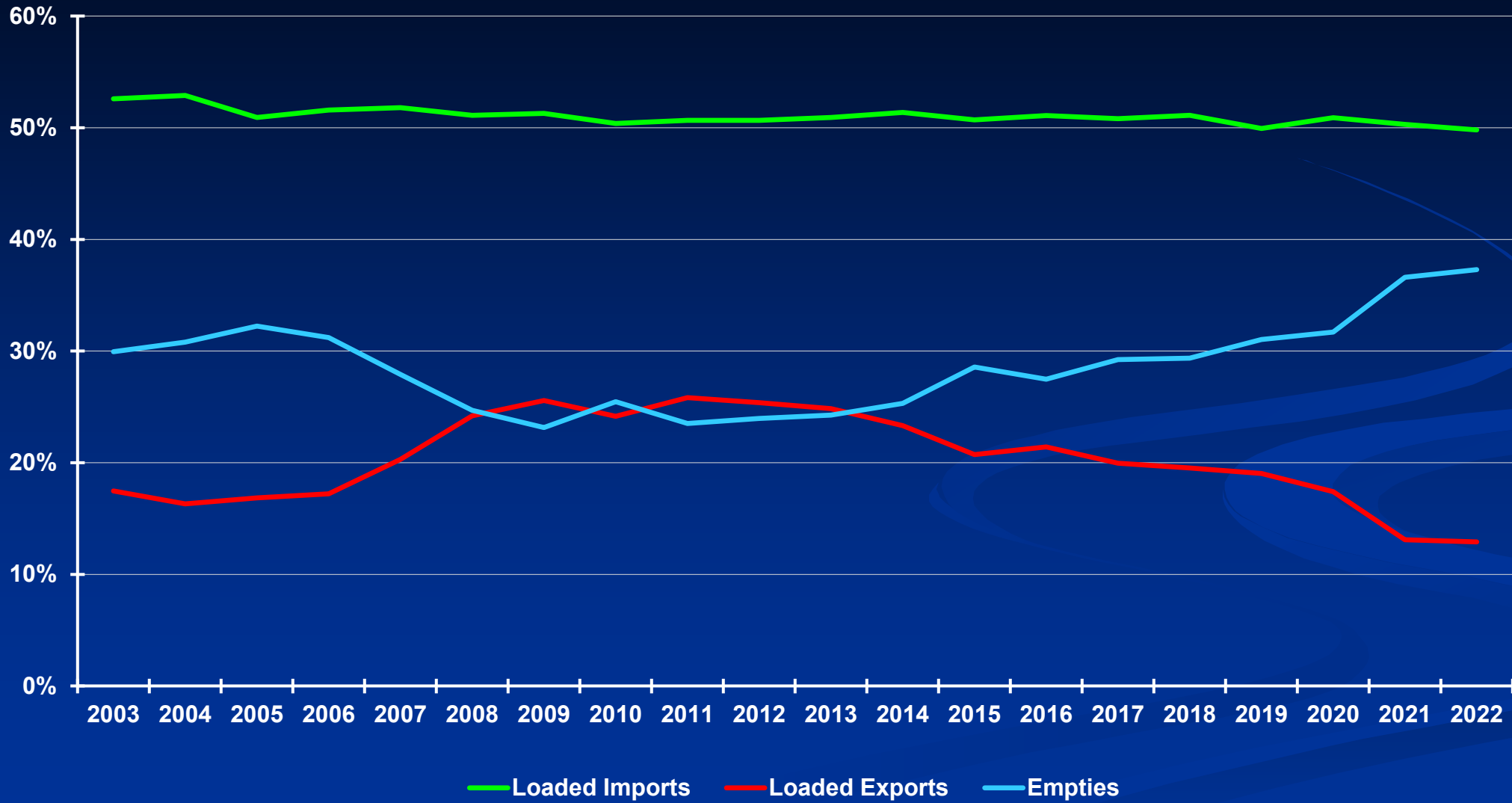


Port Cargo Mode Split



--- IPI --- Transload --- Truck — ACTA % of Ports' Loaded TEUs

Port Cargo Components



MINUTES OF A REGULAR MEETING OF THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY GOVERNING BOARD HELD ON MAY 19, 2022 AT 3:00 P.M. VIA TELECONFERENCE IN ACCORDANCE WITH ASSEMBLY BILL NO. 361 SIGNED BY GOVERNOR NEWSOM ON SEPTEMBER 16, 2021 AND GOVERNMENT CODE SECTION 54953(e)(1)

Members participating via teleconference:

Suzie Price, City of Long Beach
Michael Cano, Los Angeles County Metro
Mario Cordero, Port of Long Beach
Frank Colonna, Port of Long Beach
Edward Renwick, Port of Los Angeles

Alternate Members participating via teleconference:

Tony Gioiello, Port of Los Angeles

Members absent:

Joe Buscaino, City of Los Angeles

Also participating via teleconference:

Michael Leue, ACTA, Chief Executive Officer
Kevin Scott, ACTA, Chief Financial Officer
Heather McCloskey, ACTA, Co-General Counsel
David Albers, ACTA, Co-General Counsel
Maria Melendres, ACTA, Governing Board Secretary

CHAIR PRICE PRECDED AS CHAIR.

The meeting was called to order at 3:05 p.m. Roll call was taken.

REPORTS

1. MARCH 2022 CORRIDOR PERFORMANCE

Mr. Michael Leue presented the Corridor performance statistics through March 2022.

2. BOND REFINANCING PLAN

Mr. Leue and Mr. Kevin Scott presented the ACTA Bond Refinancing Plan as discussed with the Ad Hoc Committee for Finance Planning at their meeting on May 12, 2022. Commissioner Renwick stated that he looked at the plan thoroughly and believes it's an excellent plan, including the use of tender to help reduce the risk of a costly or restricted refinance in the future with a no-tender two-step process. He added that the refinancing plan is the responsible thing to do and thanked the team for their efforts.

CONSENT AGENDA – ITEM NO. 3-4

3. MINUTES - ACTA GOVERNING BOARD REGULAR MEETING OF APRIL 21, 2022 – APPROVED.

Minutes of the Regular Special Meeting of April 21, 2022, of the Governing Board of the Alameda Corridor Transportation Authority, were presented to the Governing Board.

4. MONTHLY FINANCIAL REPORTS AS OF MARCH 31, 2022 – RECEIVED AND FILED.

Communication from Kevin L. Scott, Chief Financial Officer, dated May 19, 2022, recommending that the monthly financial reports as of March 31, 2022, be received and filed, was presented to the Governing Board.

No public comment was received on the Consent Agenda.

Chair Price motioned, seconded by Board Member Colonna that Item No. 3 be approved as recommended and that Item No. 4 be received and filed. Roll call was taken and carried by the following vote:

AYES: Cano, Colonna, Cordero, Gioiello, Price, Renwick

NOES: None

ABSENT: Buscaino

REGULAR AGENDA – ITEM NOS. 5-7

5. RAILWORKS TRACK SERVICES, INC. – ASSIGNMENT & ASSUMPTION – AGREEMENT NO. 885 – APPROVED.

Communication from Michael C. Leue, Chief Executive Officer, dated May 19, 2022, recommending that the Board authorize the Chief Executive Officer or Chief Financial Officer to execute the Assignment and Assumption of Agreement No. 885 with RailWorks Track Services, Inc. to RailWorks Track Services, LLC., was presented to the Governing Board.

No public comment was received on Item No. 5.

Board Member Colonna motioned, seconded by Board Member Renwick that Item No. 5 be approved as recommended. Roll call was taken and carried by the following vote:

AYES: Cano, Colonna, Cordero, Gioiello, Price, Renwick

NOES: None

ABSENT: Buscaino

6. RAILWORKS TRACK SERVICES, LLC. – CONTRACT TASK ORDER NO. 6 TO AGREEMENT NO. 885 – BNSF TRAIN DERAILMENT REPAIR - APPROVED.

Communication from Michael C. Leue, Chief Executive Officer, dated May 19, 2022, recommending that the Board authorize the Chief Executive Officer or his designee to execute Contract Task Order No. 6 under Agreement No. 885 with RailWorks Track Services, LLC., for payment of repair costs in the amount of \$710,476 incurred due to BNSF train derailments at Perry Connector Track MP 21.2, was presented to the Governing Board.

No public comment was received on Item No. 6.

Board Member Colonna motioned, seconded by Board Member Cordero that Item No. 6 be approved as recommended. Roll call was taken and carried by the following vote:

AYES: Cano, Colonna, Cordero, Gioiello, Price, Renwick
NOES: None
ABSENT: Buscaino

7. RESOLUTION NO. JPA 22-8 – TELECONFERENCE MEETINGS – GOVERNING BOARD AND AUDIT COMMITTEE – APPROVED.

Communication from Michael C. Leue, Chief Executive Officer, dated May 19, 2022, recommending that the Board approve Resolution No. JPA 22-8 authorizing the ACTA Governing Board and its Audit Committee to continue to hold teleconference meetings due to the COVID-19 pandemic, was presented to the Governing Board.

Mr. Leue provided a status on the Harbor Commission meetings at both Ports. He stated that ACTA would continue to monitor the Ports and evaluate conducting in-person meetings in the fall or when the state of emergency is lifted. He added that we are also in the process of renewing our application to use the Long Beach City College for in-person meetings.

No public comment was received on Item No. 7.

Board Member Colonna motioned, seconded by Board Member Cordero that Item No. 7 be approved as recommended. Roll call was taken and carried by the following vote:

AYES: Cano, Colonna, Cordero, Gioiello, Price, Renwick
NOES: None
ABSENT: Buscaino

D. PUBLIC COMMENT ON NON-AGENDA ITEMS

There were no requests by the public to address the Governing Board.

E. CLOSED SESSION

None

F. ADJOURNMENT

At 3:32 p.m., the meeting was adjourned sine die.

M · E · M · O

Alameda Corridor Transportation Authority

June 16, 2022

To:	Governing Board
From:	Kevin L. Scott, Chief Financial Officer
Subject:	<i>Monthly Financial Reports as of April 30, 2022</i> <i>(RECEIVE & FILE)</i>

Recommendation:

Receive and file the Monthly Financial Reports as of April 2022.

Discussion:

The financial package includes the following:

- Executive Summary – Monthly key financial activity (See Transmittal 1).

Performance Comparisons – Current Month (April) and year-to-date (both by fiscal year and calendar year) of **Revenue** (corridor use fee) and corresponding **TEU** information; **Change** is compared to prior year actuals by month, fiscal year and calendar year.

Use Fees and Container Charges – Use fee and container charge information is provided in a bar chart by fiscal year. The current year shows the actuals to date overlain on the approved fiscal year budget, and with a notation of the latest forecast for fiscal year revenue.

- Monthly Financial Statements (See Transmittal 2).

Statements of Net Position - Unaudited statement of ACTA's assets and liabilities as of April 30, 2022. The audited June 30, 2021 financial information is also included for comparative purposes to the beginning of the fiscal year.

Statement of Revenues, Expenses and Changes in Net Position – Fiscal Year 2022 unaudited statement of revenues, expenses and changes in net position through April 30, 2022. Also included is the statement as of April 2021 which has been included for comparative purposes for ten months of information.



Comparison of Budget Functional Expenses–Operating Budget by Expense Type - The fiscal year-to-date budget is compared to actual revenue and expenditures incurred as of April 30, 2022.

Comparison of Budget Functional Expenses–Operating Budget by Funds - The fiscal year-to-date budget is compared to actual revenue and expenditures incurred as of April 30, 2022.

Cash and Investment Summary – Cash and investment balances and the corresponding investment schedule are being presented as of April 30, 2022. The cash and investment balances are segregated by institution, account number reference, and account description. Balances are presented in book and market value. Also included are the grant funds received for the SR-47 project during the current fiscal year. The investment schedule summarizes the composition of the agency’s investment portfolio and how the portfolio complies with the Board approved Investment Policy.

Cash Flow – Cash flow for the month of April 2022 is presented. It is presented in both a summary format and a detailed format. A fiscal year-to-date cash flow showing all activity through April 30, 2022 is also presented in both a summary format and a detailed format. The dollar amounts represent the book values for each account.

Co-General Counsel Review:

ACTA’s Co-General Counsel has reviewed this Board Report and there are no legal issues at this time.

Transmittals:

- Transmittal 1 - Executive Summary – Key financial activity
- Transmittal 2 - Monthly Financial Statements as of April 30, 2022

Key Financial Activity

April '22 vs. '21



Corridor Performance

April '22 vs. '21

Railroad Self-Assessment Revenue

	'22	'21	Change
April Revenue	\$8.7 M	\$10.0 M	- 13.8 %
Calendar Year to Date (Jan-Apr) *	\$30.2 M	\$38.6 M	- 21.6 %
Fiscal Year to Date (July-Apr) *	\$76.8 M	\$96.6 M	- 20.5 %

* Note: Does not include reconciliations / adjustments for fiscal year-end.

Corridor Volumes

April '22 vs. '21

TEUs (Daily Containers)

Operations – On Corridor

	'22	'21	Change
TEU's *	384,648 (7,032)	452,194 (8,267)	- 14.9 %
Calendar Year to Date	1,344,491 (6,145)	1,712,650 (7,828)	- 21.5 %
Fiscal Year to Date	3,577,938 (6,455)	4,224,382 (7,621)	- 15.3 %

Operations – Around Corridor (Container Charges)

	'22	'21	Change
TEU's *	17,922 (328)	25,593 (468)	- 30.0 %
Calendar Year to Date	46,716 (214)	86,955 (397)	- 46.3 %
Fiscal Year to Date	135,084 (244)	217,876 (393)	- 38.0 %

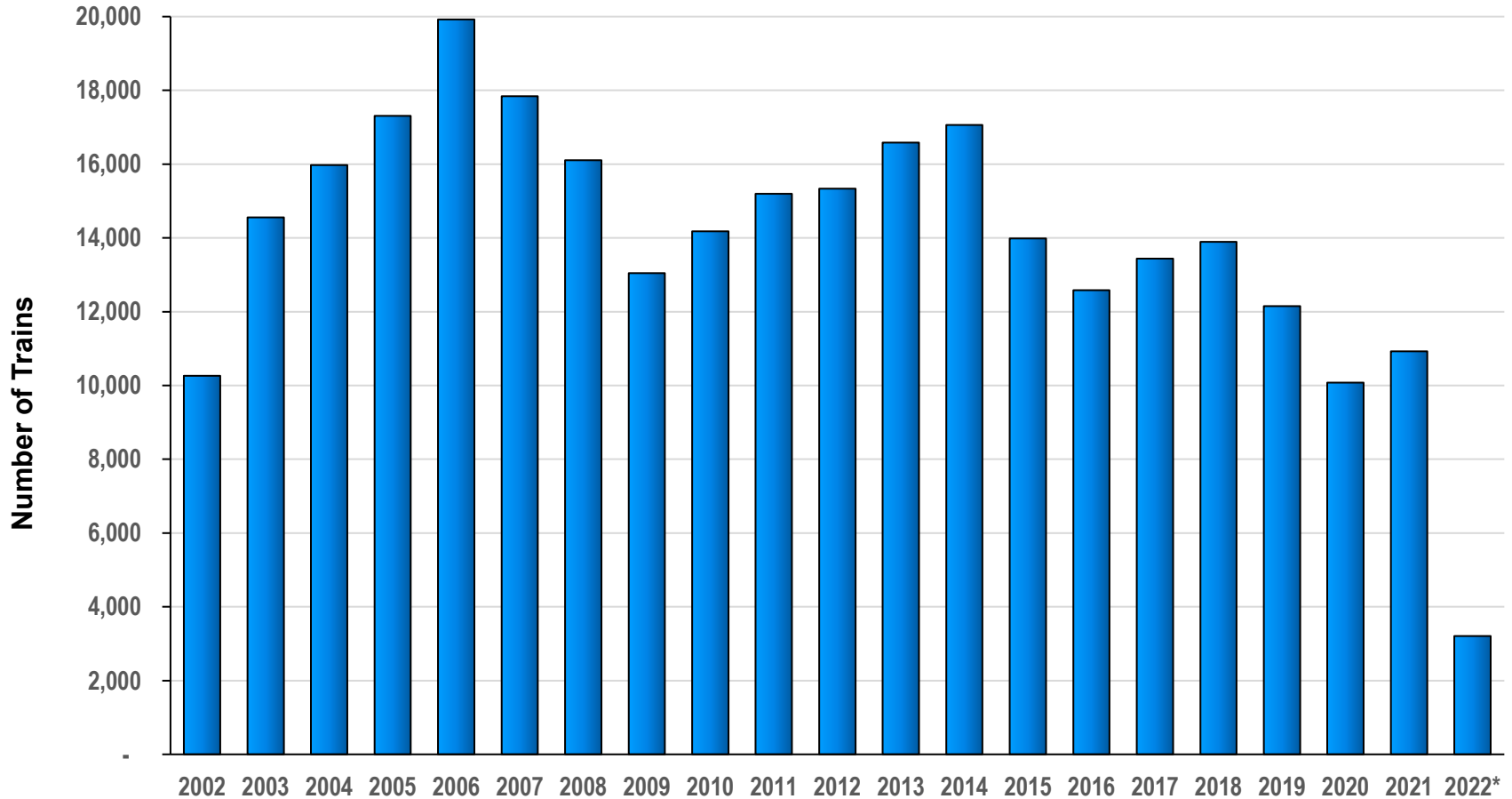
Operations – Combined

	'22	'21	Change
TEU's *	402,570 (7,360)	477,787 (8,735)	- 15.7 %
Calendar Year to Date	1,391,207 (6,358)	1,799,605 (8,225)	- 22.7 %
Fiscal Year to Date	3,713,022 (6,699)	4,442,258 (8,014)	- 16.4 %

Note: Numbers in () are the Average Daily Containers, Daily TEU's ÷ 1.82 = Containers

* Containers trucked to off-dock intermodal yards that are charged ACTA fee

Alameda Corridor Train Counts



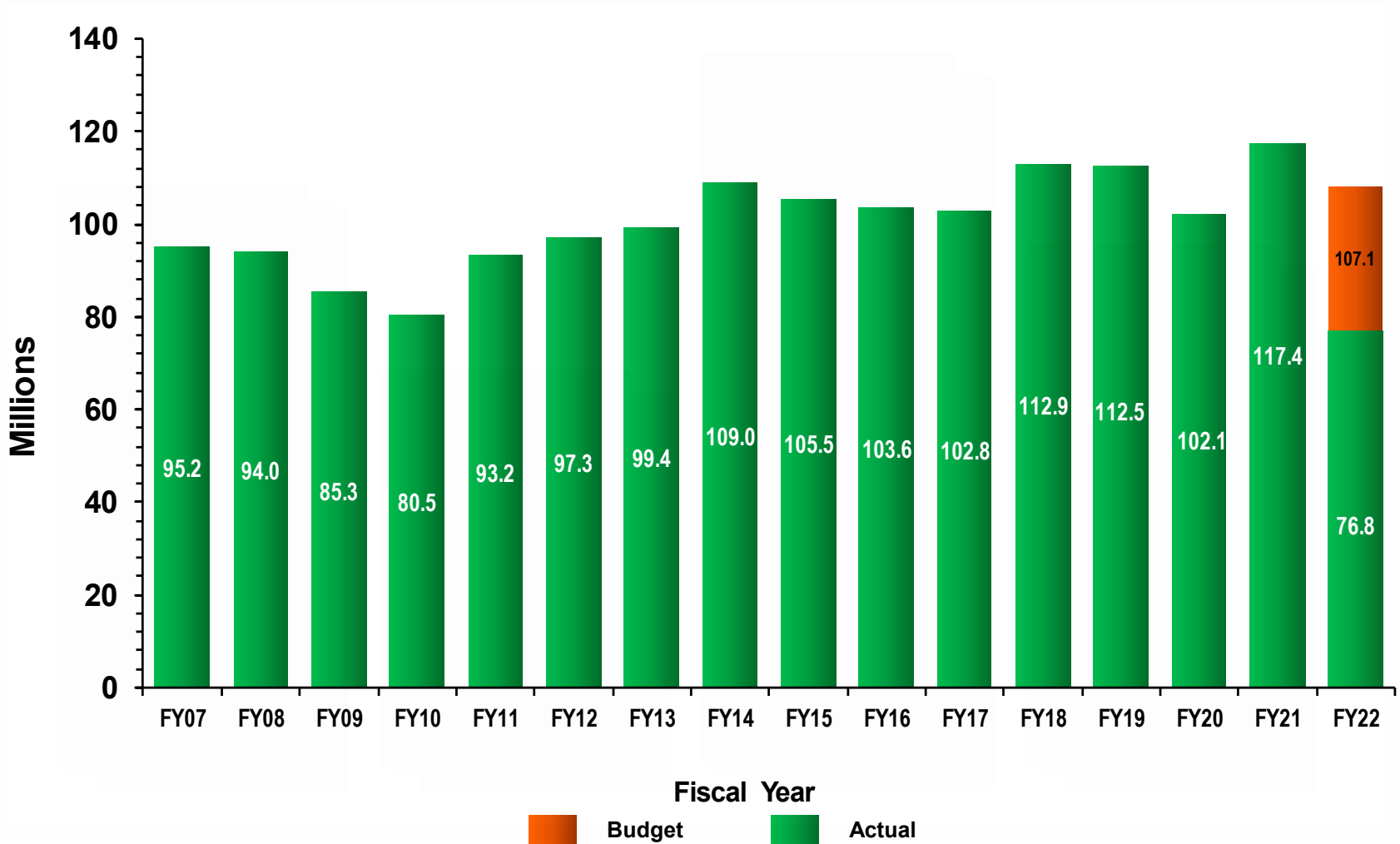
Average Daily Trains**:

<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
39	40	44	47	55	49	44	36	39	42	42
<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	
45	47	38	34	37	38	33	28	30	27	

* CYD

** Corridor Capacity 150 Trains per Day

Use Fees & Container Charges as of April 30, 2022





Statements of Net Position

April 30, 2022 & June 30, 2021

	<u>April 2022</u>	<u>June 2021</u>
<u>Assets & Deferred Outflows of Resources</u>		
Current Assets:		
Restricted Cash & Cash Equivalents, & Investments	\$ 20,659,731	\$ 126,944,554
Receivables	11,137,609	13,431,637
Prepaid Expenses	1,836,695	1,330,225
Total Current Assets	33,634,035	141,706,416
Restricted Investments *	124,865,434	66,621,819
Assets Held for Transfer	13,347,625	13,347,625
Net OPEB Asset	513,433	513,433
Capital Assets Not Being Depreciated	438,148,732	438,148,732
Capital Assets, Net	1,059,110,559	1,076,631,228
Total Assets	1,669,619,818	1,736,969,253
Deferred Outflows of Resources:		
Charges on Refunding	12,593,312	13,838,654
Pension Contributions & Differences in Experience	680,183	680,183
Total Assets & Deferred Outflows of Resources	\$ 1,682,893,312	\$ 1,751,488,090
<u>Liabilities, Deferred Inflows of Resources, & Net Position</u>		
Current Liabilities:		
Accounts Payable	\$ 3,061,275	\$ 8,256,193
Unearned Revenue	4,239,470	1,054,949
Accrued Interest Payable, Current Portion	4,906,007	39,993,990
Revenue Bonds Payable, Current Portion	37,813,264	31,745,591
Other Liabilities	417,399	459,803
Total Current Liabilities	50,437,415	81,510,526
Noncurrent Liabilities:		
Collateral Deposit	-	-
Shortfall Advances Payable to Ports	12,641,827	12,629,403
Net Pension Liability	2,202,035	2,202,035
Accrued Interest Payable, Net of Current Portion	653,470,341	607,589,077
Revenue Bonds Payable, Net of Current Portion & Unamortized Discount	1,474,508,406	1,519,043,277
Total Noncurrent Liabilities	2,142,822,609	2,141,463,792
Total Liabilities	\$ 2,193,260,024	\$ 2,222,974,318
Deferred Inflows of Resources	265,630	265,630
<u>Net Position</u>		
Net Investment in Capital Assets	69,028,488	56,048,908
Restricted for Debt Service	100,330,749	107,302,635
Restricted for Capital Projects	-	-
Restricted by Master Trust Agreement	38,229,070	66,576,480
Unrestricted	(718,220,648)	(701,679,881)
Total Net Position	(510,632,342)	(471,751,858)
Total Liabilities, Deferred Inflows of Resources, & Net Position	\$ 1,682,893,312	\$ 1,751,488,090

* All investments with a maturity within three months are considered cash for the year-end financial statements. Monthly, unaudited financial statements, carry all investments, regardless of maturity date(s), as Restricted Investments. Fully detailed classifications are only done at year-end in accordance with GASB 41, therefore classification differences exist.

	<u>April 2022</u>	<u>June 2021</u>	<u>FY2022 Decrease</u>
Current	\$ 20,659,731	\$ 126,944,554	
Noncurrent	124,865,434	66,621,819	
	\$ 145,525,165	\$ 193,566,373	\$ (48,041,208)



Statement of Revenues, Expenses, & Changes in Net Position

For ten months ended April 30, 2022 & April 30, 2021

	<u>April 2022</u>	<u>April 2021</u>
Operating Revenues:		
Use Fees & Container Charges	\$ 78,045,780	\$ 97,209,627
Maintenance-of-Way Charges	4,758,720	4,344,131
Total Operating Revenues	<u>82,804,499</u>	<u>101,553,758</u>
Operating Expenses:		
Salaries & Benefits	1,894,395	2,031,153
Administrative Expenses	1,155,646	1,637,897
Professional Services	689,199	937,503
Maintenance-of-Way	8,141,745	8,215,797
Depreciation	17,520,669	17,516,231
Total Operating Expenses	<u>29,401,653</u>	<u>30,338,581</u>
Operating Income (Loss)	53,402,846	71,215,177
Nonoperating Revenues:		
Interest & Investment Revenue, Net	(2,302,045)	1,407,016
Public Benefit Income	188,292	254,394
Miscellaneous Revenue	142,122	136,951
Total Nonoperating Revenues	<u>(1,971,632)</u>	<u>1,798,361</u>
Nonoperating Expenses:		
Interest Expense	90,046,744	90,594,454
Expenses for Public Benefit & Pass Thru Expenses	264,955	450,595
Total Nonoperating Expenses, Net	<u>90,311,699</u>	<u>91,045,049</u>
Changes in Net Position	(38,880,484)	(18,031,511)
Net Position:		
Net Position, Beginning of Year	(471,751,858)	(453,012,480)
Net Position - End of Year	<u>\$ (510,632,342)</u>	<u>\$ (471,043,991)</u>



Comparison of Budget By Expense Type as of April 30, 2022

(\$ in thousands)	<u>Fiscal Year-to-Date</u>		
	Budget*	Actuals	Variance
Revenues			
Operating Revenues			
Use Fees & Container Charges	\$ 89,261,852	\$ 78,045,780	\$ (11,216,072)
Maintenance-of-Way Charges	7,217,870	4,758,720	(2,459,150)
Total Operating Revenues	<u>96,479,722</u>	<u>82,804,499</u>	<u>(13,675,223)</u>
Other Revenues			
Projects			
Pier Pass	50,000	50,000	-
EPA Order & Pass Thru Income	130,169	-	(130,169)
Subtotal Projects	<u>180,169</u>	<u>50,000</u>	<u>(130,169)</u>
Miscellaneous			
Public Benefit Income	4,045,468	188,292	(3,857,176)
Ports-Shortfall Advances	-	-	-
Office Rental & Other Income	104,867	92,122	(12,745)
Investment Income	1,873,245	(2,302,045)	(4,175,290)
Subtotal Miscellaneous	<u>6,023,580</u>	<u>(2,021,632)</u>	<u>(8,045,212)</u>
Subtotal Other Revenues	6,203,749	(1,971,632)	(8,175,381)
Total Sources of Funds	<u>102,683,471</u>	<u>80,832,868</u>	<u>(21,850,603)</u>
Expenses			
Salaries	1,474,041	1,241,940	(232,101)
Benefits	883,765	652,455	(231,310)
Office Expenses	406,975	371,918	(35,057)
Other Management Expenses	76,000	25,195	(50,805)
Information Technologies	221,930	143,697	(78,233)
Bank & Investment	136,667	110,238	(26,429)
ACET Administrative & Capital Support	1,200,032	504,598	(695,434)
Audit	172,896	138,042	(34,854)
Legal	733,333	358,972	(374,361)
Governmental Affairs	65,563	47,271	(18,292)
Other Professional Services	369,231	144,913	(224,318)
Pass Thru Expenses & EPA Order	130,169	61,769	(68,400)
Expenses for Public Benefit	4,045,468	203,186	(3,842,282)
Total Administrative Expenses	<u>9,916,070</u>	<u>4,004,194</u>	<u>(5,911,876)</u>
Maintenance-of-Way Expenses-Rail - Contractors	5,060,149	2,755,429	(2,304,720)
Maintenance-of-Way Expenses-Rail - Capital	-	-	-
Maintenance-of-Way Expenses-Rail - Other	2,157,721	1,990,523	(167,198)
Maintenance-of-Way Expenses-Nonrail - Contractors	1,498,850	760,000	(738,850)
Maintenance-of-Way Expenses-Nonrail - Capital	4,907,313	2,439,462	(2,467,851)
Maintenance-of-Way Expenses-Nonrail - Other	149,619	103,919	(45,700)
Maintenance-of-Way Expenses - ACTA	116,202	92,412	(23,790)
Total Maintenance-of-Way Expenses	<u>13,889,854</u>	<u>8,141,745</u>	<u>(5,748,109)</u>
Subtotal Administrative and M&O Expenses	<u>23,805,924</u>	<u>12,145,938</u>	<u>(11,659,986)</u>
Financing Expenses			
Debt Service - Interest	49,766,709	43,881,314	(5,885,395)
Debt Service - Accrued CAB Interest	39,443,823	46,165,430	6,721,607
Subtotal Financing Expenses	<u>89,210,532</u>	<u>90,046,744</u>	<u>836,212</u>
Depreciation & Amortization Expenses			
Depreciation	17,486,803	17,520,669	33,866
Subtotal Depreciation & Amortization Expenses	<u>17,486,803</u>	<u>17,520,669</u>	<u>33,866</u>
Total Operating Expenses	130,503,259	119,713,351	(10,789,908)
Income (Loss)	<u>\$ (27,819,788)</u>	<u>\$ (38,880,484)</u>	<u>\$ (11,060,696)</u>

* Y-T-D Budget calculated on a straight line basis.

Comparison of Budget By Funds as of April 30, 2022



(\$ in thousands)	Fiscal Year-to-Date		
	Budget*	Actuals	Variance
Revenues			
Operating Revenues			
Use Fees & Container Charges	\$ 89,261,852	\$ 78,045,780	\$ (11,216,072)
Maintenance-of-Way Charges	7,217,870	4,758,720	(2,459,150)
Total Operating Revenues	96,479,722	82,804,499	(13,675,223)
Other Revenues			
Projects			
Pier Pass	50,000	50,000	-
EPA Order & Pass Thru Income	130,169	-	(130,169)
Subtotal Projects	180,169	50,000	(130,169)
Miscellaneous			
Public Benefit Income	4,045,468	188,292	(3,857,176)
Ports-Shortfall Advances	-	-	-
Office Rental & Other Income	104,867	92,122	(12,745)
Investment Income	1,873,245	(2,302,045)	(4,175,290)
Subtotal Miscellaneous	6,023,580	(2,021,632)	(8,045,212)
Subtotal Other Revenues	6,203,749	(1,971,632)	(8,175,381)
Total Sources of Funds	102,683,471	80,832,868	(21,850,603)
Expenses			
Administrative Costs	5,740,433	3,739,239	(2,001,194)
Railroads-M&O	7,217,870	4,745,952	(2,471,918)
Reserve-M&O	6,555,782	3,303,381	(3,252,401)
Financing Fees-M&O	116,202	92,412	(23,790)
Revenue Fund-Interest & COI	49,766,709	43,881,314	(5,885,395)
Expenses for Public Benefit	4,045,468	203,186	(3,842,282)
LAIF General Fund-Pass Thru & EPA	130,169	61,769	(68,401)
Total Expenses	73,572,633	56,027,253	(17,545,381)
Non Cash Expenses			
Accrued CAB Debt Service Interest	39,443,823	46,165,430	6,721,607
Depreciation	17,486,803	17,520,669	33,866
Subtotal Interest, Depreciation, & Amortization Expenses	56,930,626	63,686,099	6,755,473
Total Operating Expenses	130,503,259	119,713,351	(10,789,908)
Income (Loss)	\$ (27,819,788)	\$ (38,880,484)	\$ (11,060,696)

* Y-T-D Budget calculated on a straight line basis.



Cash & Investment Summary as of April 30, 2022

<u>Cash and Investment Balances (\$ in thousands)</u>					
<u>Institution</u>	<u>Bank Reference #</u>	<u>Chandler Reference #</u>	<u>Account Description</u>	<u>Book Value</u>	<u>Market Value</u>
Bank of America					
	0457 & 0796	-	Concentration & Disbursement	1,216	1,216
Pre 1999 Bond Sale Accounts-Union Bank					
	5080	512	SR-47	3,760	3,732
Grant Reimbursement Received this Month \$ -0.00- Grant Reimbursement Received FY to Date \$363,456					
US Bank					
	35000	-	Bank of America Collateral	-	-
Local Agency Investment Fund (LAIF)					
	40-19-006	570	General Fund	9,750	9,750
1999, 2004 and 2016 Bond Funds - US Bank-Trustee					
Revenue Funds					
	1170	507	Revenue Fund	11,008	11,008
	1171	508	M & O Fund	1,930	1,925
	1172	509	Reserve Account	12,675	12,410
	1189	518	Administrative Costs	3,662	3,626
			Subtotal Revenue Funds	29,275	28,969
Debt Service Funds					
	1180	-	99A Interest Account	-	-
	1181	-	99A Principal Account	-	-
	1183	-	99A Redemption Account	-	-
	1200	-	99C Interest Account	1,653	1,691
	1201	-	99C Principal Account	19,425	19,984
	9004	515	04A Debt Service Reserve	33,566	32,041
	9006	-	04A Financing fee	693	693
	9002	-	04A Debt Service Principal Account	-	-
	8003	516	04B Debt Service Reserve	24,572	23,573
	59001	-	12 Debt Service Interest Account	172	172
	59004	-	12 Debt Service Reserve Account	7,502	7,130
	7001	-	13A Debt Service Interest Account	785	803
	7002	-	13A Debt Service Principal Account	11,715	12,052
	27001	-	16A Interest Account	-	-
	27004	-	16A Debt Service Reserve	3,550	3,391
	108006	-	16B- Financing Fee	326	326
	108001	-	16B Interest Account	-	-
			Subtotal Debt Service Funds	103,960	101,856
			Total U.S. Bank	133,235	130,825
Total Cash & Investment Balances				\$ 147,961	145,523



Cash & Investment Summary (cont'd)

as of April 30, 2022

Investment Schedule (\$ in thousands)

<u>Type of Investment</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Percentage of Total</u>	<u>Investment Policy Limit</u>
Money Market Funds	\$ 9,693	\$ 9,693	6.66%	20.00%
U.S. Government & Agency Obligations	70,715	70,690	48.59%	100.00%
Commercial Paper	-	-	0.00%	15.00%
U.S. Treasury Note	46,370	44,343	30.47%	100.00%
Corporate Bonds	10,217	9,831	6.76%	30.00%
Bank of America	1,216	1,216	0.84%	20.00%
Local Agency Investment Fund	9,750	9,750	6.70%	\$40 Million
Total	<u>\$ 147,961</u>	<u>\$ 145,523</u>	<u>100.00%</u>	

Monthly Cash Flow

		<u>April 2022</u>
Total Beginning Cash		\$ 30,090,682
Receipts		
Use Fees & Container Charges	\$ 8,646,835	
M&O, Grants, & Miscellaneous Revenue	737,082	
Total Receipts	<u>9,383,917</u>	
Disbursements		
Debt Service - Transfer to Accounts	6,814,462	
M&O, Administrative, & Financing Expenses	3,384,907	
Total Disbursements	<u>10,199,369</u>	
Cash Flow for Month		<u>\$ (815,452)</u>
Total Ending Cash		<u><u>\$ 29,275,230</u></u>



Cash Flow as of April 30, 2022

<u>April 2022</u>	
Beginning Cash	
Master Indenture Revenue Fund 1170	9,174,046
Master Indenture M&O Fund 1171	3,360,985
Master Indenture Reserve Fund 1172	13,203,166
1999A Admin Fund 1189	4,352,485
2004A Financing Fund 39006	-
Total Beginning Cash	30,090,682
Receipts	
Use Fee & Container Charges	8,646,835
M&O	731,388
Funds Transferred from BOA to Admin Fund	-
Funds Transferred from BOA to Reserve Fund	-
Semi-Annual Accounting - Transfer from Revenue Fund	-
Interest Income / Loss	5,694
Total Receipts	9,383,917
Total Cash	\$ 39,474,599
Disbursements	
Debt Service - transfer to 1999C Principal	2,762,083
Debt Service - transfer to 1999C Interest	1,665,833
Debt Service - transfer to 2012 Interest	172,076
Debt Service - transfer to 2013A Interest	712,811
Debt Service - transfer to 2013A Principal	1,501,659
Semi-Annual Accounting - Transfers & Debt Service	-
Transfer to 2012 Reserve	-
Transfer to 2004A Financing Fee	-
Transfer to Admin Fund	-
Transfer to Master Reserve	-
Transfer to 2016A Reserve	-
Transfer to 2016B Financing Fee	-
Debt service payment - 2016A Interest	-
Debt service payment - 2016B Interest	-
Debt service payment - 2004	-
M&O - Railroads expense payments	2,162,067
M&O - Reserve expense payments	532,489
Administrative expense payments	690,351
Financing expense payments	-
Total Disbursements	10,199,369
Net Ending Cash	\$ 29,275,230
Ending Cash	
Master Indenture Revenue Fund 1170	11,006,980
Master Indenture M&O Fund 1171	1,930,411
Master Indenture Reserve Fund 1172	12,675,397
1999A Admin Fund 1189	3,662,442
2004A Financing Fund 39006	-
Total Ending Cash	\$ 29,275,230



Cash Flow – YTD as of April 30, 2022

<u>Cash Flow - Fiscal Year-to-Date</u>		
		<u>April 2022</u>
Total Beginning Cash as of 7/1/21		\$ 62,486,703
Receipts		
Use Fees & Container Charges	\$ 80,726,833	
M&O, Grants, & Miscellaneous Revenue	12,905,467	
	<u>93,632,300</u>	
	Total Receipts	93,632,300
Disbursements		
Debt Service - Transfer to Accounts	109,595,478	
M&O, Administrative, & Financing Expenses	17,248,295	
	<u>126,843,773</u>	
	Total Disbursements	126,843,773
Cash Flow for Fiscal Year		<u>\$ (33,211,473)</u>
	Total Ending Cash	<u>\$ 29,275,230</u>




Cash Flow – YTD as of April 30, 2022

<u>April 2022</u>	
Beginning Cash as of 7/1/21	
Master Indenture Revenue Fund 1170	39,865,512
Master Indenture M&O Fund 1171	3,654,077
Master Indenture Reserve Fund 1172	11,879,710
1999A Admin Fund 1189	7,087,404
2004A Financing Fund 39006	-
Total Beginning Cash	62,486,703
Receipts	
Use Fee & Container Charges	80,726,833
M&O	6,119,063
Funds Transferred from BOA to Admin Fund	712,700
Funds Transferred from BOA to Reserve Fund	6,000,000
Semi-Annual Accounting - Transfer from Revenue Fund	-
Interest Income / Loss	73,704
Total Receipts	93,632,300
Total Cash	\$ 156,119,003
Disbursements	
Debt Service - transfer to 1999C Principal	26,905,044
Debt Service - transfer to 1999C Interest	16,189,303
Debt Service - transfer to 2012 Interest	1,705,183
Debt Service - transfer to 2013A Interest	7,857,806
Debt Service- transfer to 2013A Principal	15,890,861
Semi-Annual Accounting - Transfers & Debt Service	-
Transfer to 2012 Reserve	-
Transfer to 2004A Financing Fee	325,600
Transfer to Admin Fund	712,700
Transfer to Master Reserve	6,000,000
Transfer to 2016A Reserve	-
Transfer to 2016B Financing Fee	655,800
Debt service payment - 2016A Interest	7,178,986
Debt service payment - 2016B Interest	26,174,193
Debt service payment - 2004	-
M&O - Railroads expense payments	7,843,899
M&O - Reserve expense payments	5,280,085
Administrative expense payments	4,124,311
Financing expense payments	-
Total Disbursements	126,843,773
Net Ending Cash	\$ 29,275,230
Ending Cash	
Master Indenture Revenue Fund 1170	11,006,980
Master Indenture M&O Fund 1171	1,930,411
Master Indenture Reserve Fund 1172	12,675,397
1999A Admin Fund 1189	3,662,442
2004A Financing Fund 39006	-
Total Ending Cash	\$ 29,275,230

M . E . M . O

Alameda Corridor Transportation Authority

June 16, 2022

To:	Governing Board
From:	Kevin L. Scott, Chief Financial Officer 
Subject:	<i>2022/2023 Revenue Refunding Bonds – Approval of Certain Documents for the Issuance of 2022 and 2023 Revenue Refunding Bonds and a Tender of Certain Previously Issued bonds (APPROVAL)</i>

Recommendation:

Adopt the Resolution of the Governing Board of the Alameda Corridor Transportation Authority. This Resolution:

- 1) Approves and authorizes the issuance and sale of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”), Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”), and Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds,” and collectively, the “Series 2022 Bonds”); and Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds,” and together with the Series 2022 Bonds, the “Series 2022/2023 Bonds”); and
- 2) Authorizes a cash tender offer and/or exchange offer to holders of ACTA’s Tax-Exempt Senior Lien Revenue Bonds, Series 1999A, to holders of certain of ACTA’s Taxable Senior Lien Revenue Bonds, Series 1999C, and to holders of ACTA’s Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B; and
- 3) Authorizes (i) the execution and delivery of the Twelfth Supplemental Trust Indenture providing the terms of the Series 2022A Bonds; (ii) the execution and delivery of the Thirteenth Supplemental Trust Indenture providing the terms of the Series 2022B Bonds; (iii) the execution and delivery of the Fourteenth Supplemental Trust Indenture providing the terms of the Series 2022C Bonds; (iv) the execution and delivery of the Fifteenth Supplemental Trust Indenture providing the terms of the Series 2023A Bonds; (v) the preparation and distribution of a Preliminary Official Statement and a Final Official Statement relating to the sale of the Series 2022 Bonds and a Preliminary Official Statement, Final Official Statement, and Supplemental Final Official Statement relating to the sale of the Series 2023A Bonds; (vi) the execution and delivery of one or more Bond Purchase Agreements for the Series 2022/2023 Bonds, one or more Continuing Disclosure Certificates related to the Series 2022/2023 Bonds, and contracts for credit enhancement relating to the Series 2022/2023 Bonds; (vii) execution and delivery of the Dealer Manager Agreement and certain related documents; and (viii) the escrow of funds for the future redemption or payment at maturity of certain of ACTA’s outstanding Taxable Senior Lien Revenue Bonds, Series 1999C and Tax-Exempt Senior Lien Revenue Refunding Bonds Series 2013A, and (ix) the execution and delivery of related documents and notices; and



4) Authorizes the Chief Executive Officer or the Chief Financial Officer, or their respective designees, acting individually, to take such other actions as are necessary or desirable in connection with the tender and exchange offers, the issuance of the Series 2022/2023 Bonds, and the necessary escrow arrangements, including payment of Costs of Issuance and any amendments to the 2000 Forward Delivery Agreement as may be necessary or appropriate in connection with the changes to ACTA's debt service obligations in connection with the refinancing.

Discussion:

Since the COVID-19 crisis, San Pedro Bay Port TEU volume has grown significantly. However, ACTA Use Fee and Container Charge Revenues have not and are not forecasted to keep pace with growth in ACTA debt service payments. As a result, ACTA staff is proposing to restructure ACTA's outstanding debt in order to more closely align debt service payments with projected revenues and to reduce the need for potential future Port Shortfall Advances. Staff proposes a two-phase plan of finance. Phase 1 will be executed in 2022 and 2023 and to address shortfalls of revenue to expenses in the near term, 2022 through 2025. Phase 1 includes the defeasance of certain ACTA bonds and an offer to tender or exchange certain outstanding ACTA bonds to lower the cost of both the Phase 1 and Phase 2 transactions. Phase 2 is anticipated to occur in 2026 and would address shortfalls between 2026 and 2037. With regard to Phase 1 in 2022 and 2023, ACTA staff proposes to issue:

- Series 2022A Bonds to refund the 2022 maturity of the Series 2013A Bonds and to exchange for, or fund the purchase of, tendered Series 1999A Bonds;
- Series 2022B Bonds to refund the 2022 maturity of the Series 1999C Bonds and a portion of the 2029 maturity of the Series 1999C Bonds, and to exchange for, or fund the purchase of, tendered Series 1999C Bonds;
- Series 2022C Bonds to exchange for, or fund the purchase of, tendered Series 2016B Bonds and
- Series 2023A Bonds to refund all remaining 2013A bonds, maturing on or after October 1, 2023.

Costs of the transaction such as, but not limited to, insurance, transaction fees, information and tender agent fees, verification agent fees, rating agency fees, bond, tax and disclosure counsel, financial advisory fees, offering document preparation and closing will be funded from proceeds of the transaction. Total costs of the base case refunding of the 2022 maturity of the Series 2013A Bonds, the 2022 maturity of the Series 1999C Bonds and a portion of the 2029 maturity of the Series 1999C Bonds and all remaining 2013A bonds, maturing on or after October 1, 2023 are anticipated to be approximately \$2.45 million excluding bond insurance and surety fees, tender/exchange fees and underwriting charges and expenses.

Principal 2022/2023 Bond Transaction Documents

There are a number of transaction documents related to the Series 2022/2023 Bond financings which are attached in substantially final form for consideration by ACTA's Governing Board as follows:

- Governing Board Resolution for 2022/2023 Bonds (Transmittal 1): Approves and authorizes the issuance and sale of the Series 2022/2023 Bonds in an aggregate principal

amount not to exceed \$2.6 billion; Approves and authorizes the tender and exchange offer with respect to the Series 1999A Bonds, the Series 1999C Bonds, and the Series 2016B Bonds; Approves the forms of the primary financing documents and delegates to the CEO and CFO, or their designees, the ability to execute and deliver such documents with such changes as the CEO and CFO, or their designees, shall require or approve and such other ancillary documents necessary or desirable in connection with the transaction; Authorizes municipal bond insurance and debt service reserve surety policies for the Series 2022/2023 Bonds; Authorizes (a) the defeasance of the October 1, 2022 maturity of the Series 2013A Bonds and certain of the Series 1999C Bonds, (b) paying the purchase price for tendered Series 1999A Bonds and Series 2013A Bonds, if any (or the Series 2022A Bonds may be exchanged for Series 1999A Bonds or Series 2013A Bonds), (c) paying the purchase price for tendered Series 1999C Bonds, if any (or the Series 2022B Bonds may be exchanged for Series 1999C Bonds), (d) paying the purchase price for the Tendered Series 2016B Bonds, if any (or the Series 2022C Bonds may be exchanged for Series 2016B Bonds), and (d) refunding with the proceeds of the Series 2023A Bonds the Series 2013A Bonds maturing after October 1, 2023; Sets an outside limit for the true interest cost of the Series 2022/2023 Bonds to 8% and a maximum underwriters' discount of 0.7% of the aggregate par amount of the Series 2022/2023 Bonds. The maximum Dealer Manager fee will not exceed 0.4% of the aggregate par amount of the bonds, including the Series 1999A, Series 1999C, Series 2013A, and Series 2016B Bonds, that are offered for tender or exchange and accepted by the Authority, plus out-of-pocket expenses.

- 2022 Dealer Manager Agreement (Exhibit B-1): Provides for the terms, conditions and compensation for the Dealer Managers, JP Morgan and RBC, in the execution of the tender or exchange of outstanding bonds, including the Series 1999A, Series 1999C, Series 2013A, and Series 2016B Bonds.
- 12th Supplemental Trust Indenture (Exhibit C-1): Authorizes the issuance of ACTA's Series 2022A Bonds which will be senior lien bonds under ACTA's existing Master Trust Indenture; the Series 2022A Bonds are expected to (a) defease to their maturity the October 1, 2022 maturity of the Series 2013A Bonds, (b) pay the purchase price for tendered Series 1999A Bonds and Series 2013A bonds, if any (or the Series 2022A Bonds may be exchanged for Series 1999A or Series 2013A Bonds). The 12th Supplement contemplates that, subject to market conditions, a debt service reserve surety may be provided by a bond insurer.
- 13th Supplemental Trust Indenture (Exhibit C-2): Authorizes the issuance of ACTA's Series 2022B Bonds which will be senior lien bonds under ACTA's existing Master Trust Indenture; the Series 2022B Bonds are expected to be used to (a) defease to their maturity the October 1, 2022 maturity of the Series 1999C Bonds and to their sinking fund redemption dates a portion of the October 1, 2029 maturity of the 1999C Bonds, and (b), pay the purchase price for tendered Series 1999C Bonds, if any (or the Series 2022B Bonds may be exchanged for Series 1999C Bonds). The 13th Supplement also contemplates that, subject to market conditions, a debt service reserve surety may be provided by a bond insurer.
- 14th Supplemental Trust Indenture (Exhibit C-3): Authorizes the issuance of ACTA's Series 2022C Bonds which will be second subordinate lien bonds under ACTA's existing Master Trust Indenture; the Series 2022C Bonds are expected to be used to pay the purchase price for the Tendered Series 2016B Bonds, if any (or the Series 2022C Bonds may be exchanged for Series 2016B Bonds) The 14th Supplement also contemplates that,

subject to market conditions, a debt service reserve surety may be provided by a bond insurer. Depending on the results of the tender and exchange process with respect to the Series 2016B Bonds, the Series 2022C Bonds may not be issued.

- 15th Supplemental Trust Indenture (Exhibit C-4): Authorizes the issuance of ACTA's Series 2023A Bonds - Forward Delivery which will be senior lien bonds under ACTA's existing Master Trust Indenture; the Series 2023A Bonds will be used to refund the 2013A Bonds not tendered or exchanged and maturing on or after October 1, 2023. The 15th Supplement also contemplates that, subject to market conditions, a debt service reserve surety may be provided by a bond insurer.
- 2022/2023 Bond Purchase Agreements (Exhibits D-1 and D-2): Provide for the sale and distribution of the Series 2022 Bonds and the sale and forward delivery of the Series 2023A Bonds by the underwriters designated therein; Designates J.P. Morgan Securities, LLC as lead underwriter.
- 2022/2023 Preliminary Official Statement and Final Official Statements (Exhibits E-1 and E-2): Discloses to investors the terms of the 2022/2023 Bonds and other material information concerning ACTA's Bonds and the Alameda Corridor Project, including the Ports' and Railroads' obligations under the Use and Operating Agreement and other relevant documents.
- Escrow Agreement (Exhibit F): Provide for the establishment and funding of escrow accounts for the purpose of defeasing the applicable Series 1999C Bonds and Series 2013A Bonds. Requires the execution of escrow purchases by the selected escrow bidding agent and the delivery of verification reports by an independent certified public accountant verifying that the amounts deposited in the escrow accounts (and earnings thereon) will be sufficient to defease the applicable Series 2022/2023 Bonds upon redemption or maturity, as applicable.
- Continuing Disclosure Certificates (Exhibit G): Provides that ACTA, and each Port, will provide certain financial and operating information to bondholders annually in accordance with SEC Rule 15c2-12. Similar agreements will be entered into by BNSF and UP.

Schedule

By the June 16, 2022 meeting of ACTA's Governing Board, and assuming approval of the Resolution, the Harbor Commissions of each Port will have considered approval of a Resolution, Letter of Representation, and Continuing Disclosure Certificate in connection with the restructuring transaction. In addition, ACTA and its consultants will have met with rating agencies, negotiated terms for bond insurance and a debt service reserve fund surety, if applicable, and taken other actions set forth in the Resolution with respect to the offering and sale of the Series 2022/2023 Bonds. The tender and exchange offer will most likely occur in mid-June through mid-July 2022. The Series 2022/2023 Bond sale is currently scheduled for the week of July 17 with closing before the end of July 2022, and the settlement for the Series 2023A Bonds, which will be Forward Delivery Bonds, is scheduled for July 2023.

Budget Impact:

No budget appropriation is necessary at this time.

Co-General Counsel:

ACTA's Co-General Counsel has reviewed and approved as to form the proposed Resolution, and the Dealer Agreement, Bond Purchase Agreements, Escrow Agreement and Continuing Disclosure Certificates subject to final completion of these documents as authorized in the Resolution.

Transmittals

Transmittal 1: Board Resolution

- Exhibit A: Good Faith Estimate
- Exhibit B-1: Form of Dealer Manager Agreement
- Exhibit B-2: Invitation to Tender or Exchange Bonds
- Exhibit C-1: Form of 12th Supplemental Trust Indenture
- Exhibit C-2: Form of 13th Supplemental Trust Indenture
- Exhibit C-3: Form of 14th Supplemental Trust Indenture
- Exhibit C-4: Form of 15th Supplemental Trust Indenture
- Exhibit D-1 Form of Bond Purchase Agreement
- Exhibit D-2: Form of Bond Purchase Agreement (Forward Delivery)
- Exhibit E-1: Form of Preliminary Official Statement
- Exhibit E-2: Form of Preliminary Official Statement (Forward Delivery)
- Exhibit F: Form of Escrow Agreement
- Exhibit G: Form of Continuing Disclosure Certificate

RESOLUTION NO. JPA-22-[]

A RESOLUTION OF THE GOVERNING BOARD OF THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY APPROVING AND AUTHORIZING THE MAKING OF A TENDER OFFER FOR CERTAIN OF THE AUTHORITY'S OUTSTANDING BONDS; THE NEGOTIATION, PREPARATION, ENTERING INTO, EXECUTION AND DELIVERY, AS APPLICABLE, OF A DEALER MANAGER AGREEMENT AND AN INVITATION TO TENDER OR EXCHANGE BONDS RELATING TO SUCH TENDER OFFER AND THE PURCHASE OF BONDS TENDERED PURSUANT TO THE TENDER OFFER; THE ISSUANCE AND SALE OF ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY TAX-EXEMPT SENIOR LIEN REVENUE REFUNDING BONDS, SERIES 2022A, TAXABLE SENIOR LIEN REVENUE REFUNDING BONDS, SERIES 2022B, TAX-EXEMPT SECOND SUBORDINATE LIEN REVENUE REFUNDING BONDS, SERIES 2022C, AND TAX-EXEMPT SENIOR LIEN REVENUE REFUNDING BONDS, SERIES 2023A (FORWARD DELIVERY); THE EXECUTION AND DELIVERY OF THE TWELFTH SUPPLEMENTAL TRUST INDENTURE PROVIDING THE TERMS OF THE SERIES 2022A BONDS; THE EXECUTION AND DELIVERY OF THE THIRTEENTH SUPPLEMENTAL TRUST INDENTURE PROVIDING THE TERMS OF THE SERIES 2022B BONDS; THE EXECUTION AND DELIVERY OF THE FOURTEENTH SUPPLEMENTAL TRUST INDENTURE PROVIDING THE TERMS OF THE SERIES 2022C BONDS; THE EXECUTION AND DELIVERY OF THE FIFTEENTH SUPPLEMENTAL TRUST INDENTURE PROVIDING THE TERMS OF THE SERIES 2023A BONDS; THE PREPARATION AND DISTRIBUTION OF ONE OR MORE PRELIMINARY OFFICIAL STATEMENTS AND ONE OR MORE FINAL OFFICIAL STATEMENTS RELATING TO THE SALE OF THE BONDS, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO; THE EXECUTION AND DELIVERY OF ONE OR MORE BOND PURCHASE AGREEMENTS, ONE OR MORE CONTINUING DISCLOSURE CERTIFICATES, AND CONTRACTS FOR CREDIT ENHANCEMENT RELATING TO THE BONDS; THE DEFEASANCE OF CERTAIN OUTSTANDING SERIES 2013A BONDS AND SERIES 1999C BONDS AND THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS AND NOTICES, INCLUDING BUT NOT LIMITED TO THE EXECUTION AND DELIVERY OF ONE OR MORE ESCROW AGREEMENTS; AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE TENDER OFFER, THE ISSUANCE OF THE SERIES 2022A BONDS, SERIES 2022B BONDS, SERIES 2022C BONDS, AND SERIES 2023A BONDS, AND SUCH DEFEASANCES.

WHEREAS, pursuant to the provisions of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, as amended (the "Joint Powers Act"), the City of Long Beach and the City of Los Angeles, (collectively, the "Cities") entered into the Joint Exercise of Powers Agreement, as amended and restated December 18, 1996 and as further amended on July 1, 2006 (as amended and restated, the "Joint Powers Agreement"), creating the Alameda Corridor Transportation Authority (the "Authority"), a public entity separate and apart from the Cities;

WHEREAS, pursuant to the Joint Powers Act and a Master Trust Indenture dated as of January 1, 1999 (as amended, the “Master Indenture,” and as amended and supplemented, the “Indenture”), the Authority has issued, among other bonds: (i) \$494,893,616.80 in aggregate principal amount and Initial Amount (as defined in the Indenture) of its Tax-Exempt Senior Lien Revenue Bonds, Series 1999A (the “Series 1999A Bonds”); (ii) \$497,453,395.70 in aggregate principal amount and Initial Amount of its Taxable Senior Lien Revenue Bonds, Series 1999C (the “Series 1999C Bonds”); (iii) \$248,325,000 in aggregate principal amount of its Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A (the “Series 2013A Bonds”); and (iv) \$566,860,000 in aggregate principal amount of its Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B (the “Series 2016B Bonds”), in each case for the purpose of financing or refinancing Costs of the Project (as defined in the Master Indenture). Capitalized terms used herein which are not defined herein shall have meanings given to such terms in the Master Indenture;

WHEREAS, the Series 2013A Bonds maturing on or after October 1, 2024 are subject to redemption, at the option of the Authority, on or after October 1, 2023 at a price equal to 100% of the principal amount plus accrued interest;

WHEREAS, Section 2.08 of the Master Indenture provides that the Authority may issue Refunding Bonds from time to time for the purpose, in pertinent part, of providing funds to refund all or a portion of its outstanding bonds (the “Outstanding Bonds”);

WHEREAS, Section 2.09(a) of the Master Indenture provides that such Refunding Bonds may be issued for the purpose of providing funds to refund the Authority’s outstanding Senior Bonds provided that certain conditions are satisfied, including, among others, the requirement that Maximum Annual Debt Service following the issuance of such Refunding Bonds will not exceed the Maximum Annual Debt Service prior to such issuance;

WHEREAS, the Authority desires to issue Senior Lien Bonds, in part, for the following purposes: (i) on a current delivery basis, for the purpose of defeasing to their maturity the October 1, 2022 maturity of its Series 2013A Bonds, (ii) on a forward delivery basis, for the purpose of defeasing the Series 2013A Bonds maturing on or after October 1, 2023 to their October 1, 2023 maturity or redemption date, as applicable, and (iii) on a current delivery basis, for the purpose of defeasing to their maturity the October 1, 2022 maturity of its Series 1999C Bonds and defeasing to the October 1, 2023, 2024, and 2025 sinking fund payment dates a portion of the October 1, 2029 maturity of its Series 1999C Bonds;

WHEREAS, pursuant to Article V of the Master Indenture, the Authority is authorized to defease all or a portion of the Series 2013A Bonds and the Series 1999C Bonds prior to their stated maturities in accordance with the terms set forth in the Master Indenture;

WHEREAS, the Authority desires to make a cash tender offer and/or exchange offer (the “Senior Tender Offer”) to all holders of: (i) its outstanding Series 1999A Bonds, (ii) its outstanding Series 1999C Bonds, and (iii) its outstanding Series 2013A Bonds maturing on or after October 1, 2023 (collectively, the “Tender Offer Senior Bonds”) on substantially the terms described in the draft Tender Offer Documents (as defined below);

WHEREAS, the Authority desires to issue Senior Lien Bonds, in part, for the purpose of providing funds to refund, or exchanging, such of the Tender Offer Senior Bonds as the holders thereof elect to tender to or exchange with the Authority (such tendered or exchanged bonds, the “Tendered Senior Bonds”);

WHEREAS, Section 2.09(c) of the Master Indenture, as amended, provides that the Authority may issue Second Subordinate Lien Bonds for the purpose of providing funds to refund the Outstanding Bonds provided that certain conditions are satisfied, including, among others, the requirement that Maximum Annual Debt Service on all outstanding Second Subordinate Lien Bonds after the issuance of such Second Subordinate Lien Bonds will not exceed Maximum Annual Debt Service on all outstanding Second Subordinate Lien Bonds prior to such issuance;

WHEREAS, the Authority desires to make a cash tender offer and/or exchange offer (the “Subordinate Tender Offer,” and together with the Senior Tender Offer, the “Tender Offers”) to all holders of its outstanding Series 2016B Bonds (together with the Tender Offer Senior Bonds, the “Tender Offer Bonds”) on substantially the terms described in the Tender Offer Documents;

WHEREAS, the Authority desires to issue Second Subordinate Lien Revenue Refunding Bonds for the purpose of providing funds to refund, or exchanging, such of the Series 2016B Bonds as the holders thereof elect to tender to or exchange with the Authority (such tendered or exchanged bonds, the “Tendered Series 2016B Bonds,” and together with the Tendered Senior Bonds, the “Tendered Bonds”);

WHEREAS, the Authority may elect to purchase a portion of the Outstanding Bonds on the open market for cancellation;

WHEREAS, in particular, the Authority proposes to issue, as Refunding Bonds under the Master Indenture, its Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”), its Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”), its Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”), and its Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds,” and together with the Series 2022A Bonds, the Series 2022B Bonds, and the Series 2022C Bonds, the “Series 2022/2023 Bonds”) in a total aggregate principal amount or Initial Amount not to exceed \$2,600,000,000 for the purposes of defeasing in full the outstanding Series 2013A Bonds, defeasing all or a portion of certain maturities of the Series 1999C Bonds, and purchasing and/or exchanging the Tendered Bonds; provided, however, that the Authority reserves the right, at its option, to elect not to issue the Series 2022C Bonds;

WHEREAS, in connection with the Tender Offers for the Tender Offer Bonds, the Authority will cause to be prepared, among other things, as applicable, a dealer manager agreement between the Authority and such dealer manager(s) as the Authorized Authority Representative may hereinafter appoint (each a “Dealer Manager” and collectively the “Dealer Managers”) for the Tender Offers (the “Dealer Manager Agreement”), an invitation to tender or exchange bonds (the “Invitation”), and other documents, instruments, applications, presentations, agreements, notes,

undertakings, filings, forms, certificates, and other ancillary documents and materials in connection therewith (collectively, the “Tender Offer Documents”);

WHEREAS, in connection with the issuance and sale of the Series 2022/2023 Bonds, the Authority desires to prepare and distribute one or more Preliminary Official Statements and one or more Final Official Statements (each as hereinafter defined), and any necessary or desirable supplements or amendments thereto;

WHEREAS, the Authority desires to enter into one or more Bond Purchase Agreements (collectively, the “Bond Purchase Agreement”), by and between the Authority and J.P. Morgan Securities LLC, as representative of the underwriters named therein (collectively, the “Underwriters”), pursuant to which the Authority will agree to issue and sell, and the Underwriters will agree to purchase, the Series 2022/2023 Bonds on the terms and conditions contained therein;

WHEREAS, in connection with the issuance and sale of the Series 2022/2023 Bonds, the Authority desires to execute and deliver one or more Continuing Disclosure Certificates (collectively, the “Continuing Disclosure Certificate”) for the benefit of the holders and beneficial owners of the Series 2022/2023 Bonds;

WHEREAS, in compliance with Government Code Section 5852.1, the Authority has obtained from its financial adviser the required good faith estimates and such estimates are disclosed and set forth on Exhibit A attached hereto;

WHEREAS, the Underwriters under the Bond Purchase Agreement will require that the City of Long Beach, acting by and through its Board of Harbor Commissioners (“POLB”), and the City of Los Angeles, acting by and through its Board of Harbor Commissioners (“POLA”), each execute a letter of representation, a continuing disclosure certificate and certain other documents (collectively, the “Port Documents”) prior to and in connection with the issuance of the Series 2022/2023 Bonds; and

WHEREAS, both POLB and POLA will need to take actions to approve the execution and delivery of their respective Port Documents.

NOW, THEREFORE, be it resolved by the Governing Board of the Authority as follows:

1. The Tender Offers on the Tender Offer Bonds by the Authority, including the payment of cash or exchange of Series 2022/2023 Bonds as the consideration to be offered to the tendering holders of the Tendered Bonds and the cancellation of the Tendered Bonds, are hereby approved on substantially the terms and conditions as set forth in the Dealer Manager Agreement and the Invitation. Each of the Chief Executive Officer or the Chief Financial Officer of the Authority, or their respective designee(s) (each an “Authorized Authority Representative”), acting individually, is hereby authorized, empowered and directed, for and in the name of and on behalf of the Authority, (i) to negotiate, prepare or cause to be prepared, enter into, execute and file, as applicable, with any federal or state regulatory body any form, schedule, document, instrument or agreement required to obtain approval of the Tender Offers, (ii) to take any full and final action deemed necessary, desirable or appropriate with respect to any amendment or modification of, or supplement to, or extension of, the Tender Offers and/or any waiver of the conditions set forth in

the Tender Offer Documents with respect to the Tender Offers, the necessity, desirability or appropriateness thereof to be conclusively evidenced by the taking of such action, and (iii) cause the Authority to perform its obligations and exercise its rights under the Tender Offer Documents in connection with the Tender Offers.

2. The draft forms of the Dealer Manager Agreement attached hereto as Exhibit B-1 and the Invitation attached hereto as Exhibit B-2 are hereby authorized and approved, in substantially the forms attached hereto. Each Authorized Authority Representative, acting individually, is hereby authorized, empowered and directed, for and in the name of and on behalf of the Authority, (i) to negotiate, prepare or cause to be prepared, enter into, execute and deliver, as applicable, the Dealer Manager Agreement, substantially in the form attached hereto as Exhibit B-1, the Invitation, substantially in the form attached hereto as Exhibit B-2, and the other Tender Offer Documents, with such changes thereto as the Authorized Authority Representative executing and delivering, as applicable, such Tender Offer Documents may require or approve (with the concurrence of counsel to the Authority), such requirement or approval (and such concurrence) to be conclusively evidenced by the execution and delivery thereof, as applicable; (ii) to appoint the Dealer Managers, information agent and/or depository in accordance with the Tender Offer Documents; (iii) to execute and deliver, as applicable, any additional documents, certificates or instruments related thereto; and (iv) to take such other actions as may be deemed necessary or desirable in order to effect the purposes of this Resolution.

3. The issuance and sale of the Series 2022A Bonds, the Series 2022B Bonds and the Series 2023A Bonds by the Authority are hereby approved in a total aggregate principal amount or Initial Amount not to exceed \$1,800,000,000. The issuance and sale of the Series 2022C Bonds by the Authority are hereby approved in an aggregate principal amount or Initial Amount not to exceed \$800,000,000.

4. The Series 2022A Bonds shall be special limited obligations of the Authority secured only by the Trust Estate (as defined in the Indenture) and a pledge of Revenues (as defined in the Indenture), as provided in the Indenture. The proceeds from the sale of the Series 2022A Bonds shall be applied as provided in the Twelfth Supplemental Trust Indenture and be used (a) to defease to their maturity the October 1, 2022 maturity of the Series 2013A Bonds, (b) to pay the purchase price for tendered Series 1999A Bonds or tendered Series 2013A Bonds, if any (or the Series 2022A Bonds may be exchanged for Series 1999A Bonds or Series 2013A Bonds), (c) to pay costs of issuing the Series 2022A Bonds, including any premiums with respect to bond insurance, (d) to pay all fees, costs and expenses associated with conducting the Senior Tender Offer for the Series 1999A Bonds and the Series 2013A Bonds, and (e) to satisfy the debt service reserve requirement with respect to the Series 2022A Bonds, including the cost of obtaining a debt service reserve surety agreement with respect thereto, if applicable. The Authority may elect, in its discretion, not to use any proceeds of the issuance and sale of the Series 2022A Bonds for the purchase of tendered Series 1999A Bonds and/or Series 2013A Bonds (and/or not to exchange any Series 1999A Bonds and/or Series 2013A Bonds for Series 2022A Bonds) if the Authority determines that, based on the results of the Senior Tender Offer, proceeding with the tender or exchange of the Series 1999A Bonds and/or Series 2013A Bonds is not in the best interests of the Authority.

5. The Series 2022B Bonds shall be special limited obligations of the Authority secured only by the Trust Estate and a pledge of Revenues, as provided in the Indenture. The proceeds from the sale of the Series 2022B Bonds shall be applied as provided in the Thirteenth Supplemental Trust Indenture and be used (a) to defease all of the outstanding Series 1999C Bonds maturing on October 1, 2022 to their October 1, 2022 maturity date, and to defease to the October 1, 2023, 2024, and 2025 sinking fund payment dates a portion of the October 1, 2029 maturity of the Series 1999C Bonds, (b) to pay the purchase price for tendered Series 1999C Bonds, if any (or the Series 2022B Bonds may be exchanged for Series 1999C Bonds), (c) to pay costs of issuing the Series 2022B Bonds, including any premiums with respect to bond insurance, (d) to pay all fees, costs and expenses associated with conducting the Senior Tender Offer for the Series 1999C Bonds, and (e) to satisfy the debt service reserve requirement with respect to the Series 2022B Bonds, including the cost of obtaining a debt service reserve surety agreement with respect thereto, if applicable. The Authority may elect, in its discretion, not to proceed with the issuance and sale of the Series 2022B Bonds (and/or not to exchange any Series 1999C Bonds for Series 2022B Bonds) if the Authority determines that, based on the results of the Senior Tender Offer, proceeding with the tender or exchange of the Series 1999C Bonds is not in the best interests of the Authority.

6. The Series 2022C Bonds shall be special limited obligations of the Authority secured only by a second subordinate lien on the Trust Estate and a pledge of Revenues, as provided in the Indenture. The proceeds from the sale of the Series 2022C Bonds shall be applied as provided in the Fourteenth Supplemental Trust Indenture and be used (a) to pay the purchase price for the Tendered Series 2016B Bonds, if any (or the Series 2022C Bonds may be exchanged for Series 2016B Bonds) (b) to pay costs of issuing the Series 2022C Bonds, including any premiums with respect to bond insurance, (c) to pay all fees, costs and expenses associated with conducting the Subordinate Tender Offer, and (d) to satisfy the debt service reserve requirement with respect to the Series 2022C Bonds, including the cost of obtaining a debt service reserve surety agreement with respect thereto, if applicable. The Authority may elect, in its discretion, not to proceed with the issuance and sale of the Series 2022C Bonds (and/or not to exchange any Series 2016B Bonds for Series 2022C Bonds) if the Authority determines that, based on the results of the Subordinate Tender Offer, proceeding with the tender or exchange of the Series 2016B Bonds is not in the best interests of the Authority.

7. The Series 2023A Bonds shall be special limited obligations of the Authority secured only by the Trust Estate and a pledge of Revenues, as provided in the Indenture. The proceeds from the sale of the Series 2023A Bonds shall be applied as provided in the Fifteenth Supplemental Trust Indenture and be used (a) to defease all of the outstanding Series 2013A Bonds maturing on or after October 1, 2023 to their October 1, 2023 maturity or redemption date, as applicable, (b) to pay costs of issuing the Series 2023A Bonds, including any premiums with respect to bond insurance, and (c) to satisfy the debt service reserve requirement with respect to the Series 2023A Bonds, including the cost of obtaining a debt service reserve surety agreement with respect thereto, if applicable.

8. The draft form of the Twelfth Supplemental Trust Indenture attached hereto as Exhibit C-1 is hereby authorized and approved, in substantially the form attached hereto. Each Authorized Authority Representative, acting individually, is hereby authorized, empowered and

directed, for and in the name of and on behalf of the Authority, to execute and deliver the Twelfth Supplemental Trust Indenture, substantially in the form attached hereto as Exhibit C-1, with such changes thereto as the Authorized Authority Representative executing and delivering such Twelfth Supplemental Trust Indenture may require or approve (with the concurrence of counsel to the Authority), such requirement or approval (and such concurrence) to be conclusively evidenced by the execution and delivery thereof; and to execute and deliver any additional documents, certificates or instruments related thereto; and to take such other actions as may be deemed necessary or desirable in order to effect the purposes of this Resolution.

9. The draft form of the Thirteenth Supplemental Trust Indenture attached hereto as Exhibit C-2 is hereby authorized and approved, in substantially the form attached hereto. Each Authorized Authority Representative, acting individually, is hereby authorized, empowered and directed, for and in the name of and on behalf of the Authority, to execute and deliver the Thirteenth Supplemental Trust Indenture, substantially in the form attached hereto as Exhibit C-2, with such changes thereto as the Authorized Authority Representative executing and delivering such Thirteenth Supplemental Trust Indenture may require or approve (with the concurrence of counsel to the Authority), such requirement or approval (and such concurrence) to be conclusively evidenced by the execution and delivery thereof; and to execute and deliver any additional documents, certificates or instruments related thereto; and to take such other actions as may be deemed necessary or desirable in order to effect the purposes of this Resolution.

10. The draft form of the Fourteenth Supplemental Trust Indenture attached hereto as Exhibit C-3 is hereby authorized and approved, in substantially the form attached hereto. Each Authorized Authority Representative, acting individually, is hereby authorized, empowered and directed, for and in the name of and on behalf of the Authority, to execute and deliver the Fourteenth Supplemental Trust Indenture, substantially in the form attached hereto as Exhibit C-3, with such changes thereto as the Authorized Authority Representative executing and delivering such Fourteenth Supplemental Trust Indenture may require or approve (with the concurrence of counsel to the Authority), such requirement or approval (and such concurrence) to be conclusively evidenced by the execution and delivery thereof; and to execute and deliver any additional documents, certificates or instruments related thereto; and to take such other actions as may be deemed necessary or desirable in order to effect the purposes of this Resolution.

11. The draft form of the Fifteenth Supplemental Trust Indenture attached hereto as Exhibit C-4 is hereby authorized and approved, in substantially the form attached hereto. Each Authorized Authority Representative, acting individually, is hereby authorized, empowered and directed, for and in the name of and on behalf of the Authority, to execute and deliver the Fifteenth Supplemental Trust Indenture, substantially in the form attached hereto as Exhibit C-4, with such changes thereto as the Authorized Authority Representative executing and delivering such Fifteenth Supplemental Trust Indenture may require or approve (with the concurrence of counsel to the Authority), such requirement or approval (and such concurrence) to be conclusively evidenced by the execution and delivery thereof; and to execute and deliver any additional documents, certificates or instruments related thereto; and to take such other actions as may be deemed necessary or desirable in order to effect the purposes of this Resolution.

12. The draft forms of the Bond Purchase Agreement attached hereto as Exhibit D-1

(with respect to the Series 2022A Bonds and the Series 2022B Bonds), Exhibit D-2 (with respect to the Series 2022C Bonds), and Exhibit D-3 (with respect to the Series 2023A Bonds) are hereby authorized and approved, in substantially the forms attached hereto. Each Authorized Authority Representative, acting individually, is hereby authorized, empowered and directed, for and in the name of and on behalf of the Authority, to execute and deliver the Bond Purchase Agreements, substantially in the forms attached hereto as Exhibit D-1, Exhibit D-2 and Exhibit D-3, as applicable, with such changes thereto as the Authorized Authority Representative executing and delivering such Bond Purchase Agreement may require or approve (with the concurrence of counsel to the Authority), such requirement or approval (and such concurrence) to be conclusively evidenced by the execution and delivery thereof; and to execute and deliver any additional documents, certificates or instruments related thereto; and to take such other actions as may be deemed necessary or desirable in order to effect the purposes of this Resolution. In connection with the negotiation, execution and delivery of the Bond Purchase Agreements, each Authorized Authority Representative is further hereby authorized, empowered and directed to negotiate the purchase price, interest rates, redemption provisions, dated dates, maturity dates, principal amounts and prepayment provisions with respect to the Series 2022/2023 Bonds, and are further authorized to negotiate any and all other terms and agreements related to the issuance of the Series 2022/2023 Bonds, as an Authorized Authority Representative, acting individually, may determine to be in the best interest of the Authority, all to be conclusively evidenced by the execution and delivery of the applicable Bond Purchase Agreement; provided, however, that (a) the true interest cost of the Series 2022/2023 Bonds to the Authority shall not exceed eight percent (8%), and (b) the aggregate underwriters' discount shall not exceed seven tenths of one percent (0.7%) of the aggregate par amount of the Series 2022/2023 Bonds, and (c) the maximum Dealer Manager fee will not exceed four tenths of one percent (0.4%) of the aggregate par amount of the bonds, including the Series 1999A Bonds, the Series 1999C Bonds, the Series 2013A Bonds, and the Series 2016B Bonds, that are offered for tender or exchange and accepted by the Authority, plus out-of-pocket expenses.

13. All or any portion of any series of the Series 2022/2023 Bonds may be sold with credit enhancement (such as, but not limited to, municipal bond insurance or letters of credit) as any Authorized Authority Representative, acting individually, may determine to be in the best interests of the Authority. Further, the Authority may obtain one or more debt service reserve account surety policies, letters of credit, or similar credit facilities to satisfy the Debt Service Reserve Requirement for all or any portion of any series of the Series 2022/2023 Bonds, as any Authorized Authority Representative, acting individually, may determine to be in the best interests of the Authority. Each Authorized Authority Representative, acting individually, is hereby authorized, empowered and directed, for and in the name of and on behalf of the Authority, to execute and deliver any documents required to be executed and delivered in connection with such credit enhancement or credit facilities, with such terms and provisions as the Authorized Authority Representative executing and delivering such documents may require or approve (with the concurrence of counsel to the Authority), such requirement or approval (and such concurrence) to be conclusively evidenced by the execution and delivery thereof; and to execute and deliver any additional documents, certificates or instruments related thereto; and to take such other actions as may be deemed necessary or desirable in order to effect the purposes of this Resolution.

14. The defeasance of the Series 2013A Bonds as provided in Paragraphs 4 and 7

hereof and the defeasance of a portion of the Series 1999C Bonds as provided in Paragraph 5 hereof are hereby authorized and approved, at such time and using proceeds of the sale of the Series 2022A Bonds, the Series 2022B Bonds and the Series 2023A Bonds, as provided in the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, the Fifteenth Supplemental Trust Indenture, and the Escrow Agreements (as defined in Paragraph 19 below). Each Authorized Authority Representative, acting individually, is hereby authorized, empowered and directed, for and in the name of and on behalf of the Authority, to negotiate, prepare, or cause to be prepared, execute and deliver such defeasance notices (conditional or otherwise), certificates, instruments and documents, as applicable, as are necessary or desirable to defease such Series 2013A Bonds and Series 1999C Bonds in accordance with the Indenture, and to take any and all actions as may be necessary or desirable to effectuate the purposes of this Resolution.

15. The purchase or exchange of the Tendered Senior Bonds as provided in Paragraphs 4 and 5 hereof is hereby authorized and approved, at such time and using proceeds of the sale of the Series 2022A Bonds and the Series 2022B Bonds, as provided in the Twelfth Supplemental Trust Indenture and the Thirteenth Supplemental Trust Indenture. Each Authorized Authority Representative, acting individually, is hereby authorized, empowered and directed, for and in the name of and on behalf of the Authority, to negotiate, prepare, or cause to be prepared, execute and deliver such certificates, instruments and documents, as applicable, as are necessary or desirable to purchase or exchange such Tendered Senior Bonds in accordance with the Indenture, and to take any and all actions as may be necessary or desirable to effectuate the purposes of this Resolution. The Authority may elect, in its discretion, not to proceed with the purchase or exchange of and one or more series of the Tendered Senior Bonds if the Authority determines that, based on the results of the Senior Tender Offer, proceeding with the purchase or exchange of any such series of the Tendered Senior Bonds is not in the best interests of the Authority.

16. The purchase or exchange of the Tendered Series 2016B Bonds, as provided in Paragraph 6 hereof, is hereby authorized and approved, at such time and using proceeds of the sale of the Series 2022C Bonds, as provided in the Fourteenth Supplemental Trust Indenture. Each Authorized Authority Representative, acting individually, is hereby authorized, empowered and directed, for and in the name of and on behalf of the Authority, to negotiate, prepare, or cause to be prepared, execute and deliver such certificates, instruments and documents, as applicable, as are necessary or desirable to purchase or exchange such Tendered Bonds in accordance with the Indenture, and to take any and all actions as may be necessary or desirable to effectuate the purposes of this Resolution. The Authority may elect, in its discretion, not to proceed with the purchase or exchange of the Tendered Series 2016B Bonds if the Authority determines that, based on the results of the Subordinate Tender Offer, proceeding with the purchase or exchange of the Tendered Series 2016B Bonds is not in the best interests of the Authority.

17. The purchase of any of the Authority's Outstanding Bonds on the open market for cancellation is hereby authorized and approved, at such time and using such Authority funds, if and as determined by an Authorized Authority Representative.

18. The forms of the Preliminary Official Statement (as hereinafter defined) attached hereto as Exhibit E-1 (with respect to the Series 2022A Bonds, the Series 2022B Bonds, and the Series 2022C Bonds) and Exhibit E-2 (with respect to the Series 2023A Bonds) are hereby

authorized and approved, in substantially the forms attached hereto. The Preliminary Official Statements are to be distributed substantially in the forms attached hereto as Exhibit E-1 and Exhibit E-2, with such changes thereto as any Authorized Authority Representative may require or approve (with the concurrence of the counsel to the Authority) (together with all supplements and amendments prior to the execution and delivery of the Bond Purchase Agreement, the “Preliminary Official Statements”), which requirement or approval shall be evidenced by the Authority’s certification, by its execution of the applicable Bond Purchase Agreement, to the effect that the applicable Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (except for the omission of certain information as permitted by said Rule). Further, each Authorized Authority Representative, acting individually, is hereby authorized, empowered and directed, for and in the name of and on behalf of the Authority, to execute and deliver the final Official Statements, substantially in the forms of the Preliminary Official Statements, with such changes thereto as any Authorized Authority Representative executing and delivering the final Official Statements may require or approve (with the concurrence of counsel to the Authority), including such supplement as may be required in connection with the forward delivery of the Series 2023A Bonds (collectively, the “Final Official Statements”), such requirement or approval (and such concurrence) to be conclusively evidenced by the execution and delivery thereof; and to execute and deliver any additional documents, certificates or instruments related thereto, and to take such other actions as may be deemed necessary or desirable in order to effect the purpose of this Resolution. The Underwriters are hereby authorized to distribute copies of the Preliminary Official Statements and the Final Official Statements to persons who may be interested in the purchase of the Series 2022/2023 Bonds, and to deliver the Final Official Statements to the purchasers of the Series 2022/2023 Bonds.

19. The draft form of the Escrow Agreement attached hereto as Exhibit F is hereby authorized and approved, in substantially the form attached hereto. Each Authorized Authority Representative, acting individually, is hereby authorized, empowered and directed, for and in the name of and on behalf of the Authority, to execute and deliver one or more such escrow agreements (each an “Escrow Agreement”), each substantially in the form attached hereto as Exhibit F, with such changes thereto as the Authorized Authority Representative executing and delivering such Escrow Agreements may require or approve (with the concurrence of counsel to the Authority), such requirement or approval (and such concurrence) to be conclusively evidenced by the execution and delivery thereof; and to execute and deliver any additional documents, certificates or instruments related thereto; and to take such other actions as may be deemed necessary or desirable in order to effect the purposes of this Resolution.

20. The draft form of the Continuing Disclosure Certificate attached hereto as Exhibit G is hereby authorized and approved, in substantially the form attached hereto. Each Authorized Authority Representative, acting individually, is hereby authorized, empowered and directed, for and in the name of and on behalf of the Authority, to execute and deliver one or more such Continuing Disclosure Certificates, each substantially in the form attached hereto as Exhibit G, with such changes thereto as the Authorized Authority Representative executing and delivering such Continuing Disclosure Certificate may require or approve (with the concurrence of the counsel to the Authority), such requirement or approval (and such concurrence) to be conclusively evidenced by the execution and delivery thereof; and to execute and deliver any

additional documents, certificates or instruments related thereto; and to take such other actions as may be deemed necessary or desirable in order to effect the purposes of this Resolution.

21. Each Authorized Authority Representative, acting individually, is hereby authorized, empowered and directed, for and in the name of and on behalf of the Authority, to appoint one or more Dealer Managers, information agent and/or depositary, as applicable and as desired by such Authorized Authority Representative, in respect of the Tender Offers, to appoint such other agents as may be deemed necessary by the Authorized Authority Representative in connection with the Tender Offers, and to pay the fees and costs of the Dealer Managers, information agent, depositary and such other agents, as applicable, in accordance with the Tender Offer Documents.

22. All actions heretofore taken (a) by any officer or agent of the Authority in connection with or related to the Tender Offers, the issuance and sale of the Bonds, or the defeasance of the Series 2013A Bonds and the Series 1999C Bonds, and (b) by the Authority in connection with its authorization of the execution and delivery of, and the performance of its obligations under, the Use and Operating Agreement and the Master Indenture, and its authorization of the performance of its obligations under the Joint Powers Agreement, are hereby approved, confirmed and ratified.

23. Each Authorized Authority Representative, acting individually, is hereby authorized, empowered and directed, for and in the name of and on behalf of the Authority, to take any and all actions and to execute any and all documents, including any amendments to the Forward Delivery Agreement among the Authority, the bond trustee, and Bank of America, N.A. dated as of July 12, 2000 (as previously amended and supplemented), as may be necessary or desirable to effectuate the purposes of this Resolution and the documents and transactions herein authorized and to comply with the terms of the documents herein authorized.

24. This Resolution shall take effect immediately. The Secretary shall certify to the adoption of this Resolution by the Authority and shall cause a copy of this Resolution to be transmitted to the Board of Harbor Commissioners of the City of Long Beach and to the Board of Harbor Commissioners of the City of Los Angeles.

I hereby certify that the foregoing resolution was adopted by the Authority at its meeting this ___ day of _____, 2022 by the following vote:

Ayes: _____

Noes: _____

Absent: _____

Not Voting: _____

ATTEST:

By: _____
Secretary of Alameda Corridor
Transportation Authority

APPROVED AS TO FORM:

_____, 2022

MICHAEL N. FEUER, City Attorney

By: _____
Heather M. McCloskey, Deputy City Attorney
ACTA Co-General Counsel

EXHIBIT A
GOOD FAITH ESTIMATE

[to be attached]



June 9, 2022

Memorandum

To: Alameda Corridor Transportation Authority
Kevin Lloyd Scott, Chief Financial Officer

From: PFM Financial Advisors, LLC

Re: Good Faith Estimate of Series 2022 and Series 2023 Bonds

As financial advisor to the Alameda Corridor Transportation Authority (“ACTA”), PFM Financial Advisors LLC (“PFMFA”) has been asked to provide a good faith estimate for the upcoming Series 2022 and 2023 Senior Lien Refunding Revenue Bonds (the “Senior Lien Bonds”) pursuant to California Government Code Section 5852.1. The Code requires that the public body obtain and disclose the following information:

1. The true interest cost of the bonds
2. The finance charge of the bonds (all fees and charges paid to third parties)
3. The amount of proceeds received by the public body for the sale of the bonds less the finance charge of the bonds and any reserves and capitalized interest funded with bond proceeds
4. The total payment amount to the final maturity of the bonds, including debt service and any fees and charges not paid with bond proceeds

ACTA is planning to offer approximately \$475 million in bonds (“Base Case”) to eliminate debt service shortfalls estimated to occur from FY22 to FY25. The refunding escrow is assumed to be invested in State and Local Government Series Securities (“SLGS”). In addition, ACTA will be pursuing a tender/exchange of outstanding bonds to reduce shortfalls expected to occur in FY26-FY38, as well as reduce the cost of the current base case. The Base Case financing will extend maturities beyond FY38 (current maximum maturity) to FY39 to FY62. The Good Faith Estimate evaluates only the base case financing.

The base case financing consists of three series of Senior Lien Revenue Refunding Bonds, 2022A – Tax-Exempt Current Interest Bonds; 2022B – Taxable Capital Appreciation Bonds; 2023A – Tax-Exempt Forward Delivery Current Interest Bonds. The sale of the Bonds is tentatively scheduled for the week of July 17, closing in mid-August. The 2023A Bonds are expected to be delivered on or about July 1, 2023. Interest rates are as of June 7, 2022. The actual interest rates on the refunding are subject to change until the Bonds are sold and, as such, may be higher or lower than the rates used as the basis for this good faith estimate.

ACTA is pursuing bond insurance on the financings, including using a surety to replace cash debt service reserve fund deposits. The Base Case does not assume bond insurance or sureties. Approximately \$48 million of proceeds will be used to fund Debt Service Reserve Funds.

Bonds are expected to mature on October 1, consistent with the amortization date of outstanding ACTA bonds. The 2022A bonds are expected to amortize in 2052 and 2053, the 2022B bonds from 2038 to 2050 and the 2023A bonds from 2050 to 2052. The 2022B Capital Appreciation Bonds will compound interest until the maturity date. Cost of Issuance



and Underwriter's Discount are each estimated at \$5.00 per bond (\$1,000 of principal), totaling 1% of principal, allocated among the Series.

The table below provides the information requested by Section 5852.1:

Series 2022A – Tax Exempt	
True Interest Cost Estimate	4.69%
Fees and Charges Estimate	\$.11 million
Net Proceeds Estimate	\$20.5 million
Total Debt Service Estimate	\$54.8 million

Series 2022B - Taxable	
True Interest Cost Estimate	7.24%
Fees and Charges Estimate	\$2.5 million
Net Proceeds Estimate	\$222.2 million
Total Debt Service Estimate	\$1.2 billion

Series 2023A – Tax Exempt	
True Interest Cost Estimate	4.90%
Fees and Charges Estimate	\$2.0 million
Net Proceeds Estimate	\$184.7 million
Total Debt Service Estimate	\$490.0 million

All Series	
True Interest Cost Estimate	6.45%
Fees and Charges Estimate	\$4.7 million
Net Proceeds Estimate	\$427.5 million
Total Debt Service Estimate	\$1.7 billion

Should you have any questions, please contact Robert Rich at 609-306-5888 or Darren Hodge at 480-264-5145.

EXHIBIT B-1

FORM OF DEALER MANAGER AGREEMENT

[to be attached]

DEALER MANAGER AGREEMENT¹

June __, 2022

Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

The Alameda Corridor Transportation Authority (the “Authority”) plans to commence an Offer to Tender Bonds, dated June __, 2022 (the “Invitation”), attached hereto as Attachment A, whereby the Authority will offer to beneficial owners (the “holders”) of certain of the Authority’s outstanding Tax-Exempt Senior Lien Revenue Bonds, Series 1999A (the “Target 1999A Bonds”), outstanding Taxable Senior Lien Revenue Bonds, Series 1999C (the “Target 1999C Bonds”), outstanding Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A (the “Target 2013A Bonds”) and outstanding Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds Series 2016B (the “Target 2016B Bonds” and, together with the Target 1999A Bonds, the Target 1999C Bonds and the Target 2013A Bonds, the “Target Bonds”), as described in the Invitation (i) to purchase for cash the Target Bonds (the “Tender Offer”), such purchase for cash to be funded with proceeds of the Authority’s Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”) with respect to the Target 1999A Bonds and the Target 2013A Bonds, the Authority’s Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”) with respect to the Target 1999C Bonds and the Authority’s Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds” and collectively with the Series 2022A Bonds and the Series 2022B Bonds, the “Series 2022 Bonds”) with respect to the Target 2016B Bonds, all upon the terms and subject to the conditions set forth in the Invitation. The date upon which the Invitation is commenced by the Authority is herein referred to as the “Launch Date”. This dealer manager agreement (this “Agreement”) will confirm the understanding among the Authority, J.P. Morgan Securities LLC (“JPM”) and RBC Capital Markets, LLC (“RBC”) pursuant to which the Authority has retained JPM and RBC to act as the exclusive dealer managers (collectively, the “Dealer Managers”) and JPM to act as lead Dealer Manager, on the terms and subject to the conditions set forth herein, in connection with the proposed Tender Offer.

On or prior to the Launch Date, the Authority shall furnish to the Dealer Managers the Preliminary Official Statement of the Authority dated June __, 2022 attached to the Invitation (as amended or supplemented, the “Preliminary Official Statement”) relating to the Series 2022 Bonds for use in connection with the Invitation. Any other offering materials and information relating to the Invitation furnished to holders of the Target Bonds (including, any advertisements, press releases or summaries relating to the Invitation and any forms of letters to brokers, securities dealers, commercial banks, trust companies and other nominees relating to the Invitation), that the Authority may prepare or cause to be prepared or approved, including any amendments or supplements thereto, as of the Launch Date, together with the Preliminary Official Statement and the Invitation, are collectively referred to herein as the “Tender Documents”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Preliminary Official Statement.

¹ To be revised if exchange is undertaken, including additional representations and warranties of the Authority.

The Authority has caused complete and correct copies of the Tender Documents to be prepared and furnished to the Dealer Managers on or prior to the Launch Date. The Tender Documents have been prepared and approved by the Authority, and the Dealer Managers are authorized to use the Tender Documents delivered on or prior to the date hereof in connection with the Tender Offer in the manner contemplated by the Tender Documents along with such other offering materials and information that the Authority may approve for use subsequent to the date hereof in connection with the Tender Offer (together with any and all information and documents incorporated by reference therein, collectively, the “Additional Material”).

In connection with the Invitation, the Authority will (i) purchase Target 1999A Bonds and Target 2013A Bonds tendered for purchase with proceeds of the Series 2022A Bonds, (ii) will purchase Target 1999C Bonds tendered for purchase with proceeds of the Series 2022B Bonds and (iii) will purchase Target 2016B Bonds tendered for purchase with proceeds of the Series 2022C Bonds. The purchase of any Target 1999A Bonds and Target 2013A Bonds tendered for purchase pursuant to the Tender Offer is contingent upon the issuance of the Series 2022A Bonds. The purchase of any Target 1999C Bonds tendered for purchase pursuant to the Tender Offer is contingent upon the issuance of the Series 2022B Bonds. The purchase of any Target 2016B Bonds tendered for purchase pursuant to the Tender Offer is contingent upon the issuance of the Series 2022C Bonds.

The Series 2022 Bonds shall be issued under and secured by a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture, dated as of May 1, 2016, the Eleventh Supplemental Trust Indenture, dated as of May 1, 2016 (collectively, the “Prior Supplemental Indentures”), and by the Twelfth Supplemental Trust Indenture with respect to the Series 2022A Bonds, the Thirteenth Supplemental Trust Indenture with respect to the Series 2022B Bonds and the Fourteenth Supplemental Trust Indenture with respect to the Series 2022C Bonds, each to be dated as of ____ 1, 2022 (the “Twelfth Supplemental Indenture,” the “Thirteenth Supplemental Indenture” and the “Fourteenth Supplemental Indenture,” respectively, and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Twelfth Supplemental Indenture, Thirteenth Supplemental Indenture and the Fourteenth Supplemental Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank National Association, as trustee (the “Trustee”), and pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500 thereof (the “Act”). The execution and delivery by the Authority of the Master Indenture and the Prior Supplemental Indentures were authorized by the Governing Board of the Authority (the “Board”) pursuant to Resolution No. JPA-26-98, adopted by the Board on October 14, 1998, as supplemented by Resolution No. JPA-30-98, adopted by the Board on December 17, 1998, Resolution No. JPA-3-03, adopted by the Board on July 10, 2003, Resolution No. JPA-1-04, adopted by the Board on February 5, 2004, Resolution No. JPA-12-1, adopted by the Board on June 14, 2012, Resolution No. JPA-12-3, adopted by the Board on November 8, 2012, Resolution No. JPA-13-1, adopted by the Board on January 10, 2013, Resolution No. JPA-16-2, adopted by the Board on March 10, 2016 and Resolution No. JPA-16-3, adopted by the Board on April 14, 2016 (collectively, the “Prior Resolutions”). The issuance of the Series 2022 Bonds and the execution and delivery by the Authority of the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture and the Fourteenth Supplemental Indenture were

authorized by the Board pursuant to Resolution No. JPA-22-___, adopted by the Board on ____, 2022 the “2022 Resolution” and the 2022 Resolution together with the Prior Resolutions, the “Resolutions”).

The date on which Target Bonds tendered for purchase pursuant to the Tender Offer are purchased is referred to herein as the “Settlement Date”.

SECTION 1. *Engagement.* Subject to the terms and conditions set forth herein:

(a) The Authority hereby retains the Dealer Managers, and subject to the terms and conditions hereof, the Dealer Managers agree to act, as the exclusive dealer managers to the Authority in connection with the Invitation until the Settlement Date or earlier termination of this Agreement pursuant to Section 3 hereof.

(b) The Authority acknowledges that the Dealer Managers have been retained solely to provide the services set forth in this Agreement. The Authority also acknowledges and agrees that the Dealer Managers shall each act as an independent contractor, on an arms-length basis under this Agreement with duties solely to the Authority, and not as a financial advisor (including a municipal advisor as defined in Section 975(c) of the Dodd Frank Wall Street Reform and Consumer Protection Act), and that nothing contained herein or the nature of the Dealer Managers’ services hereunder is intended to create or shall be construed as creating an agency or fiduciary relationship between a Dealer Manager (or any of its affiliates) and the Authority (or its security holders, directors, officers, employees or creditors) or any other person. The Authority further acknowledges that (i) neither JPM or RBC shall be deemed to act as a partner, joint venturer or agent of, or a member of a syndicate with, the Authority (except that in any jurisdiction in which the Invitation is required to be made by a registered licensed broker or dealer, it shall be deemed made by the Dealer Managers on behalf of the Authority), and the Authority shall not be deemed to act as the agent of JPM or RBC, and (ii) no securities broker, dealer, bank, trust company or nominee shall be deemed to act as the agent of JPM or RBC or as the agent of the Authority, and neither JPM nor RBC shall be deemed to act as the agent of any securities broker, dealer, bank, trust company or nominee. In connection with the transactions contemplated hereby and the process leading to such transactions, each of JPM and RBC is and has been acting solely as a principal and not the agent or fiduciary of the Authority or its security holders, directors, officers, employees, creditors or any other person. The Authority acknowledges and agrees that none of JPM or RBC, their respective affiliates and their respective officers, directors, employees, agents and controlling persons shall have any liability in tort, contract or otherwise to the Authority for any act or omission on the part of any securities broker, dealer, bank, trust company or nominee or any other person other than JPM or RBC.

(c) Accordingly, the Authority expressly disclaims any agency or fiduciary relationship with JPM and RBC hereunder. The Authority understands that JPM and RBC and their respective affiliates are not providing (nor is the Authority relying on JPM or RBC or their respective affiliates for) tax, regulatory, legal or accounting advice. The rights and obligations the Authority may have to JPM or RBC or their respective affiliates under any credit or other agreement are separate from the Authority’s rights and obligations under this Agreement and will not be affected in any way by this Agreement. JPM and RBC may, to the extent it deems appropriate, retain the services of any of its affiliates to assist JPM or RBC in providing its services hereunder and share with any such affiliates any information made available by or on behalf of the Authority. In connection with the Invitation, the Authority has consulted its own municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

(d) The Authority acknowledges that JPM and RBC and their respective affiliates are engaged in a broad range of securities activities and financial services. In the ordinary course of JPM's and RBC's business, JPM or RBC or their respective affiliates (i) may at any time hold long or short positions, and may trade or otherwise effect transactions, for JPM's or RBC's own account or the accounts of their customers, in debt securities of the Authority (including the Target Bonds) and (ii) may at any time be providing or arranging financing and other financial services to companies or entities that may be involved in a competing transaction. In the event that JPM or RBC owns any Target Bonds, the Authority acknowledges that JPM or RBC may participate in the tender of such Target Bonds pursuant to the Tender Offer.

(e) The Dealer Managers agree, in accordance with their customary practice and consistent with industry practice and in accordance with the terms of the Invitation, to perform those services in connection with the Invitation as are customarily performed by dealer managers in connection with similar transactions of a like nature, including, without limitation, using all reasonable efforts to solicit tenders of Target Bonds pursuant to the Invitation, communicating generally regarding the Invitation with securities brokers, dealers, banks, trust companies and nominees and other holders of the Target Bonds, and participating in meetings with, furnishing information to, and assisting the Authority in negotiating with holders of the Target Bonds. In soliciting tenders of Target Bonds for purchase, no securities broker or dealer (other than the Dealer Managers), commercial bank or trust company shall be deemed to act as the agent of either Dealer Manager or the agent of the Authority; and neither Dealer Manager shall be deemed the agent of the other Dealer Manager or any other securities broker or dealer or of any commercial bank or trust company. The Authority further understands and agrees that each Dealer Manager shall provide its services hereunder independently from the other Dealer Manager and that neither Dealer Manager will rely upon any services or work performed by the other Dealer Manager. Accordingly, the Authority agrees that neither Dealer Manager shall have any liability to the Authority or any other party for any actions or omissions of the other Dealer Manager. The Authority shall have sole authority for the acceptance or rejection of any and all tenders of Target Bonds for purchase.

(f) The Authority has selected Bondholder Communications Group LLC to act as an information agent (the "Information Agent") in connection with the Invitation and as such to advise the Dealer Manager as to such matters relating to the Invitation as the Dealer Managers may reasonably request. In addition, the Authority hereby authorizes the Dealer Managers to communicate with the Information Agent with respect to matters relating to the Invitation. The Authority has instructed or will instruct the Information Agent to advise the Dealer Managers at least daily in writing as to the principal amount of the Target Bonds tendered and not validly withdrawn pursuant to the Invitation prior to the Expiration Date(s) (as defined in the Invitation) set forth in the Invitation and such other matters in connection with the Invitation as the Dealer Managers may reasonably request.

(g) The Authority, with the assistance of the Information Agent, shall cause to be delivered to the holders of the Target Bonds and to each participant in the Depository Trust Company ("DTC") appearing in the most recent available DTC securities listing as a holder of the Target Bonds, as soon as practicable, by hand, by overnight courier by electronic means, or by another means of expedited delivery copies of the Tender Documents. Thereafter, to the extent practicable, until the Expiration Date(s) of the Invitation, the Authority shall use its reasonable best efforts to cause copies of such materials to be sent to each person who becomes a holder or beneficial owner of the Target Bonds. In addition, the Authority shall update such information from time to time during the term of this Agreement as reasonably requested by the Dealer Managers and to the extent such information is reasonably available to the Authority within the time constraints specified.

(h) The Authority authorizes the Dealer Managers to use the Tender Documents and any Additional Material in connection with the Tender Offer and for such period of time as any materials are required by law to be delivered in connection therewith. The Dealer Managers shall not have any obligation to cause any Tender Documents or Additional Material to be transmitted generally to the holders of the Target Bonds.

(i) The Authority agrees to cause the Preliminary Official Statement and the other Tender Documents to be filed with the Electronic Municipal Market Access system (“EMMA”) maintained by the Municipal Securities Rulemaking Board (“MSRB”) on or prior to the Launch Date and any Additional Materials to be filed with EMMA when issued and delivered by the Authority. The Authority represents and warrants that the Preliminary Official Statement has been deemed final as of its date, except for the omission of not more than the information permitted by Rule 15c2-12 (the “Rule”) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The Authority will deliver to the Dealer Managers the final official statement (the “Official Statement”).

(j) The Authority agrees to advise the Dealer Managers promptly of the occurrence of any event which could cause or require the Authority to withdraw, rescind or modify the Tender Documents or any Additional Material. In addition, if any event occurs as a result of which it shall be necessary to amend or supplement any Tender Documents or any Additional Material in order to correct any untrue statement of a material fact contained therein or omission to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall, promptly upon becoming aware of any such event, advise the Dealer Managers of such event and, as promptly as practicable under the circumstances, prepare and furnish copies of such amendments or supplements of any such Tender Documents or any Additional Material to the Dealer Managers, so that the statements in such Tender Documents or Additional Material, as so amended or supplemented, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Authority agrees to file or cause to be filed with EMMA any amendments or supplements of any Tender Documents or any Additional Material.

(k) [Except as otherwise required by law or regulation, the Authority will not use or publish any material in connection with the Invitation, other than (i) the Tender Documents, (ii) any material related to the offering of the Series 2022 Bonds pursuant to the Preliminary Official Statement and the Official Statement or the purchase and sale of such Series 2022 Bonds, and (iii) any Additional Material approved in writing by the Dealer Managers, or refer to the Dealer Managers in any such material, without the prior written approval of the Dealer Managers, which in either instance shall not be unreasonably withheld.] The Authority, upon receiving such written approval, will promptly furnish the Dealer Managers with as many copies of such approved materials as the Dealer Managers may reasonably request. The Authority will promptly inform the Dealer Managers of any litigation or administrative or similar proceeding of which it becomes aware which is initiated or threatened with respect to the Invitation. The Dealer Managers agree that they will not make any statements in connection with the Invitation other than the statements that are set forth in, or derived from, the Tender Documents or Additional Material without the prior written consent of the Authority.

(l) The Authority agrees to pay promptly, in accordance with the terms of and subject to the satisfaction of the conditions set forth in the Tender Documents, the applicable purchase price for the Target Bonds accepted for purchase by the Authority to the holders entitled thereto; provided, however, that the purchase of Target Bonds is contingent upon issuance of the Series 2022 Bonds and the source of payment therefor is solely from the proceeds of the Series 2022 Bonds; and provided

further that the Authority will not be required to purchase any Target Bonds, except as otherwise provided in the Tender Documents. The Authority agrees not to purchase any Target Bonds during the term of this Agreement except pursuant to and in accordance with the Invitation or as otherwise agreed in writing by the parties hereto and permitted under applicable laws and regulations.

(m) The Authority acknowledges that in providing advice to the Authority in connection with the Tender Offer as contemplated hereby, the Dealer Managers are relying on the independent registered municipal advisor exemption to the Securities and Exchange Commission's Municipal Advisor Rule. The Authority is represented by PFM Financial Advisors LLC as its independent registered municipal advisor and has relied on the advice of PFM Financial Advisors LLC with respect to the Tender Offer.

SECTION 2. *Compensation and Expenses.*

(a) The Authority shall pay to Dealer Managers, as compensation for services as Dealer Manager, a fee of \$____ for each \$1,000 principal amount of Target Bonds tendered and purchased pursuant to the Invitation. Of such fee, 75% shall be paid to JPM and 25% to RBC. The Dealer Managers' fee and reasonable out-of-pocket expenses will be paid from the proceeds of the Series 2022 Bonds issued by the Authority to fund the Invitation or other available moneys of the Authority.

(b) The Authority shall pay all reasonable out-of-pocket expenses incurred in connection with the Invitation, whether or not any Target Bonds are tendered pursuant to the Tender Offer, including, without limitation, all fees and expenses relating to preparation, printing, mailing, and publishing of the Tender Documents and any Additional Materials, and all amounts payable to securities dealers (including the Dealer Managers), brokers, banks, trust companies, and nominees as reimbursements of their customary mailing and handling expenses incurred in forwarding the Tender Documents and any Additional Materials to their customers, and of any forwarding agent, all advertising charges and all other expenses of the Authority in connection with the Invitation and shall reimburse the Dealer Managers for all reasonable out-of-pocket expenses incurred by the Dealer Managers in connection with their services as Dealer Managers under this Agreement, including the reasonable fees and disbursements of counsel to the Dealer Managers. This Section 2(b) shall survive the termination of this Agreement (other than pursuant to Section 3(b)(ii)).

SECTION 3. *Termination; Withdrawal.*

(a) Subject to Section 7 hereof, this Agreement shall terminate upon the earliest to occur of (i) the termination, withdrawal or cancellation of the Invitation, (ii) the close of business on the Settlement Date, (iii) the withdrawal by JPM and RBC as the Dealer Managers pursuant to Section 3(c) hereof, and (iv) the date that is [six months] from the date hereof.

(b) Subject to Section 7 hereof, this Agreement may be terminated in the absolute discretion of the Authority at any time upon notice to the Dealer Managers, if (i) at any time prior to the Settlement Date, the Invitation is terminated or withdrawn by the Authority for any reason, or (ii) the Dealer Managers do not comply in any material respect with any term, covenant or obligation in Section 1 in the reasonable opinion of the Authority.

(c) Subject to Section 7 hereof, this Agreement shall be subject to termination in the absolute discretion of the Dealer Managers without any liability or penalty to the Dealer Managers or any of their respective affiliates and their respective officers, directors, employees, agents and

controlling persons (each, a “Dealer Manager-Related Person”), at any time upon notice to the Authority, provided no Dealer Manager is then in breach or default of any obligation on the part of such Dealer Manager under this Agreement, if (i) at any time prior to the Settlement Date, the Invitation is terminated or withdrawn by the Authority for any reason other than as provided in Section 3(b)(ii) above, or any stop order, restraining order, injunction or denial of an application for approval has been issued and not thereafter stayed or vacated, or any proceeding, litigation or investigation has been initiated, with respect to or otherwise affecting the Invitation or any other action or transaction contemplated by the Tender Documents or this Agreement, which the Dealer Managers reasonably believe renders it inadvisable for the Dealer Managers to continue to act hereunder, then in any such case the Dealer Manager shall be entitled to withdraw as Dealer Managers without any liability or penalty to it or any other Dealer Manager-Related Person and without loss of any right to reimbursement for its expenses, fees and costs pursuant to Section 2 hereof that have accrued prior to the date of such termination or withdrawal, (ii) the Authority shall have breached in any material respects any representation, warranty or covenant contained herein (including, but not limited to, the conditions set forth in Section 4 hereof), or (iii) [the Authority shall publish, send or otherwise distribute any amendment or supplement to the Tender Documents or any Additional Material to which the Dealer Managers shall reasonably object in writing to the Authority.]

(d) Notwithstanding the foregoing, if this Agreement is terminated pursuant to Section 3(b)(i) only, at any time prior to the consummation of the transactions contemplated by the Tender Documents, the Dealer Managers will be entitled to their full fees described in Section 2 in the event that, at any time prior to [6 months] from any such termination by the Authority, the Authority consummates an offer or offers or consent solicitations in a form similar to the Invitation with respect to the Target Bonds in a transaction or series of transactions in which JPM or RBC did not act as dealer manager or solicitation agent to the Authority.

SECTION 4. *Representations and Warranties by the Authority.* The Authority represents and warrants to the Dealer Managers, as of the date hereof, as of each date that any Tender Documents are published, sent, given or otherwise distributed, throughout the continuance of the Invitation, and as of the Settlement Date that:

(a) The Authority is a validly existing joint powers authority of the State of California (the “State”) established under the Act.

(b) The Authority has full legal right, power and authority to execute and deliver this Agreement, to observe and perform the covenants and agreements provided for in this Agreement, and to consummate the Invitation and the transactions to which it is or is to be a party as contemplated hereby and by the Invitation. The execution, delivery and performance of this Agreement and the consummation by the Authority of the Invitation and the transactions to which it is or is to be a party as contemplated hereby and by the Invitation, have been duly authorized by all necessary action on the part of the Authority (including authorizing any provisions for the payment from proceeds of the Series 2022 Bonds by the Authority for Target Bonds tendered for purchase).

(c) This Agreement has been duly authorized, approved, executed and delivered by the Authority. This Agreement constitutes the legal, valid and binding obligation of the Authority, enforceable in accordance with its terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors’ rights and remedies generally and to the application of equitable principles where equitable remedies are sought

and to the limitations on the exercise of legal remedies against public agencies in the State of California.

(d) The Tender Documents comply and (as amended or supplemented, if amended or supplemented) will comply in all material respects with all applicable requirements of the federal securities laws; and the Tender Documents and the Additional Material are true and correct in all material respects and do not and (as amended or supplemented, if amended or supplemented) will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(e) Except as otherwise disclosed in the Tender Documents (exclusive of any amendment or supplement thereto), there is no event or circumstance which would have a material adverse effect on the power or ability of the Authority to perform its obligations hereunder or to make or consummate the Invitation or to consummate the transactions to which it is or is to be a party as contemplated hereby and by the Tender Documents.

(f) The execution and delivery of this Agreement and compliance with the provisions on the Authority's part contained herein and the making and consummation of the Invitation (including any provisions for the payment by the Authority from proceeds of the Series 2022 Bonds for Target Bonds tendered for purchase) and the consummation of the transactions contemplated hereby and thereby do not and will (i) not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or to which any of its property or assets are otherwise subject, (ii) result in any violation of the laws of the State of California or the Amended and Restated Joint Exercise of Powers Agreement, dated as of December 18, 1996, between the City of Long Beach, California and the City of Los Angeles, California, as amended by the First Amendment to Amended and Restated Joint Exercise of Powers Agreement, dated as of July 1, 2006, as amended, or (iii) contravene any federal, state or local law, rule or regulation applicable to the Authority, or any order applicable to the Authority of any court or of any other governmental agency or instrumentality having jurisdiction over it or any of its property.

(g) Except as disclosed in the Tender Documents, no litigation or other action, suit, proceeding, inquiry or investigation before or by any court or agency or other administrative body (either of the State of California or the United States Government) is pending or, to the knowledge of the Authority, threatened, in any way restraining or enjoining, or threatening or seeking to restrain or enjoin the making or consummation of the Invitation, the acquisition or cancellation of Target Bonds or the other transactions contemplated by this Agreement or the Tender Documents or (i) in any way contesting, questioning or affecting the validity or enforceability of any provision of this Agreement; (ii) in any way contesting, questioning or affecting the accuracy, completeness or fairness of the Tender Documents; (iii) in any way contesting, questioning or affecting the legal existence of the Authority, the title of its officers and the Board to their respective offices, or its ability to perform its obligations hereunder, with respect to the making or consummation of the Invitation, the acquisition or cancellation of Target Bonds or the other transactions contemplated by this Agreement or the Tender Documents; (iv) in any way contesting, questioning or affecting the ability of the Authority to consummate, or substantially comply with, the making or consummation of the Invitation, the acquisition or cancellation of Target Bonds or the other transactions contemplated by this Agreement or the Tender Documents; or (v) which, if adversely determined, could result in a material adverse change in the financial condition of the Authority or could have a material adverse effect in the making or

consummation of the Invitation, the acquisition or cancellation of Target Bonds or the other transactions contemplated by this Agreement or the Tender Documents. The Authority shall advise the Dealer Managers promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Tender Documents in connection with the transactions contemplated hereby and by the Invitation.

(h) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required to be obtained by the Authority for (i) the due authorization of, or which would constitute a condition precedent to or the absence of which would materially adversely affect the making and consummation of, the Invitation (including any provisions for the payment by the Authority for Target Bonds tendered for purchase), (ii) the execution, delivery and performance of this Agreement by the Authority or (iii) the consummation of the transactions contemplated hereby by the Authority have been duly obtained, except for such approvals, consents and orders as are not required until, and will be obtained prior to the Settlement Date, or as may be required under the blue sky or securities laws of any state in connection with the offering and sale of the Series 2022 Bonds.

(i) Subject to the successful sale and closing of the Series 2022 Bonds, the Authority has or will have available funds, is authorized to apply, and will apply, or cause to be applied, such funds to pay the full purchase price of the Target Bonds tendered for purchase that the Authority elects to purchase pursuant to the Invitation and all related fees and expenses, and will have available for delivery, all as provided in and subject to all of the terms and provisions of the Indenture and the Tender Documents.

(j) The Authority is not in material breach of, or in default under, (A) any applicable constitutional provision, law or administrative regulation of the State or the United States of America or any agency or instrumentality of either or any applicable judgment or decree or (B) any other loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Authority is subject, or by which it or any of its properties is bound or affected, and no event has occurred and is continuing which, with the passage of time or giving of notice, or both, would constitute a default or event of default under any such instrument.

(k) Prior to the Settlement Date the Authority will not take any action within or under its control that will cause any material adverse change in the Authority's ability to perform its obligations under or consummate the transactions contemplated by this Agreement and the Tender Documents.

(l) The representations and warranties of the Authority with respect to the Series 2022 Bonds set forth in any purchase agreement executed by the Authority with the underwriters of Series 2022 Bonds to be sold in a public offering thereof (the "Purchase Agreements") are hereby incorporated into this Agreement and made to the Dealer Managers.

(m) The Authority has made or cause to be made appropriate arrangements with DTC to allow for the book-entry movement of tendered Target Bonds between depository participants and DTC.

(n) The representations and warranties set forth in this Section 4 shall remain operative and in full force and effect regardless of any termination, expiration or cancellation of this Agreement.

SECTION 5. *Conditions and Obligations.* The obligation of each Dealer Manager to act as a Dealer Manager hereunder shall at all times be subject, in its discretion, to the conditions that:

(a) All representations and warranties of the Authority contained herein or in any certificate or writing delivered hereunder at all times during the Invitation and at all times at or prior to the Settlement Date, shall be true and correct.

(b) The Authority at all times during the Invitation and at all times at or prior to the Settlement Date shall have performed all of its obligations hereunder required as of such time to have been performed by it.

(c) Counsel for the Authority shall have delivered to the Dealer Managers opinions, dated as of the Launch Date and as of the Settlement Date, substantially in the forms attached hereto as Exhibit A-1 and Exhibit A-2, respectively.

(d) As of the Launch Date and as of the Settlement Date, the Dealer Managers shall have received the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel to the Dealer Managers, (i) to the effect that the Invitation, and the actions of the Authority in connection with the Invitation as specifically set forth in the Tender Documents, are exempt from the provisions of Section 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), Regulation 14D and 14E of the Securities and Exchange Commission and the related rules promulgated thereunder, and (ii) negative assurance on the Tender Documents.

(e) The Authority shall furnish to the Dealer Managers the opinion of O’Melveny & Myers LLP (“Bond Counsel”) dated the Launch Date, substantially in the form attached hereto as Exhibit B.

(f) The Authority shall furnish to the Dealer Managers the opinion of Nixon Peabody LLP (“Special Tax Counsel”) dated the Launch Date, substantially in the form attached hereto as Exhibit C.

(g) The Authority shall furnish to the Dealer Managers the opinion of Sheppard, Mullin, Richter & Hampton LLP (“Disclosure Counsel”), dated the Launch Date, substantially in the form attached hereto as Exhibit D.

(h) [The Authority shall furnish to the Dealer Managers the legal opinions, certificates, instruments and other documents delivered under the Purchase Agreements, including the respective letters of representation from BNSF Railway Company, the Union Pacific Railroad Company, the City of Los Angeles, acting by and through its Board of Harbor Commissioners, and the City of Long Beach, acting by and through its Board of Harbor Commissioners, to the underwriters for the publicly offered Series 2022 Bonds, or, in the event that a Purchase Agreement is not then executed, in the forms set forth in the form of the respective Purchase Agreements approved by the Authority.]

(i) At the Settlement Date, there shall have been delivered to the Dealer Managers, on behalf of the Authority, a certificate of the Chief Executive Officer of the Authority or by his authorized designee, dated the Settlement Date, and stating that the representations and warranties set forth in Section 4 hereof are true and accurate as if made on the Settlement Date.

(j) The Authority shall have advised the Dealer Managers promptly of (i) the occurrence of any event (other than one expressly contemplated by the terms of the Invitation), which could cause

the Authority to withdraw, rescind or terminate the Invitation or would permit the Authority to exercise any right not to purchase Target Bonds tendered under the Invitation, (ii) the occurrence of any event, or the discovery of any fact, the occurrence or existence of which the Authority believes would make it necessary or advisable to make any change in the Tender Documents or any Additional Materials being used or would cause any representation or warranty contained in this Agreement to be untrue or inaccurate in any material respect, (iii) any proposal by the Authority or requirement to make, amend or supplement any Tender Document or any Additional Material pursuant to any applicable law, rule or regulation, (iv) its awareness of the issuance by any regulatory authority of any comment or order or the taking of any other action concerning the Invitation (and, if in writing, will have furnished the Dealer Managers with a copy thereof), (v) its awareness of any material developments in connection with the Invitation or the financing thereof, including, without limitation, the commencement of any lawsuit relating to the Invitation and (vi) any other information relating to the Invitation, the Tender Documents, any Additional Material or this Agreement which the Dealer Managers may from time to time reasonably request.

SECTION 6. *Indemnification and Contribution.* (a) To the extent permitted by law, the Authority agrees to indemnify and hold harmless the Dealer Managers, and each person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) the Dealer Managers, and their directors, officers, agents and employees, (each a “Dealer Manager Indemnified Person”) from and against any and all losses, claims, damages, liabilities and expenses (each a “Loss” and, collectively, the “Losses”) (or actions in respect thereof), joint or several, to which the Dealer Managers may become subject, (i) arising out of or based upon (A) any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement, the Official Statement or any other Tender Documents or Additional Material, or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the Authority shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made: (1) in written information the Dealer Managers furnished to the Authority by such Dealer Managers expressly for use in the Preliminary Official Statement or the Official Statement (or any supplement or amendment thereto) or under any Tender Document or Additional Material (the “Dealer Manager Information”), it being understood that the Dealer Manager Information shall include only the name and the contact information of the Dealer Managers in the Preliminary Official Statement, the Official Statement and the Offer to Tender and the information contained under “UNDERWRITING” in the Preliminary Official Statement and the Official Statement or information contained Section 17 of the Invitation, or (2) information relating to DTC or DTC's book-entry system, [the Insurer], the Cities, the yields on the Bonds stated on the inside front cover of the Official Statement, CUSIP numbers, and information under the headings “THE PORTS” and “THE RAILROADS,” and information under the headings “THE SERIES 2022_ BOND INSURER,” “RATINGS” [(but only with respect to the ratings assigned to the Insurer)], “UNDERWRITING,” “CONTINUING DISCLOSURE—The Authority and the Ports” (with respect to information about the Ports) and “—The Railroads” and “FINANCIAL STATEMENTS” (with respect to information about the Ports) and in Appendices B, C, D, F, G and I, [(B) any breach by the Authority of any representation or warranty or failure to comply with any of the agreements set forth in this Agreement, or (C) any withdrawal, termination, rescission or modification of the Tender Offer, any failure to pay cash for the Target Bonds tendered pursuant to the Tender Offer] or (ii) otherwise arising out of, relating to or in connection with or alleged to arise out of, relate to or be in connection with the Tender Offer, the transactions contemplated by this Agreement or the engagement of, and services performed by, the Dealer Managers under this Agreement, or any claim, litigation, investigation (including any

governmental or regulatory investigation) or proceedings relating to the foregoing (“Proceedings”) regardless of whether any of such Dealer Manager Indemnified Persons is a party thereto, and to reimburse such Dealer Manager Indemnified Persons for any and all expenses (including, without limitation, reasonable fees and disbursements of counsel and other out-of-pocket expenses) as they are incurred in connection with investigating, responding to or defending any of the foregoing, provided that the indemnification in clause (ii) above will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or expenses to the extent that they are finally judicially determined by a court of competent jurisdiction to have resulted primarily from the bad faith, gross negligence or willful misconduct of such Dealer Manager Indemnified Person.]

(b) The Dealer Managers, jointly and severally, will indemnify and hold harmless the Authority, each of its Board Members, officers and employees, and each person who controls the Authority within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (each an “Authority Indemnified Person” and, together with the Dealer Manager Indemnified Person, the “Indemnified Persons” and each an “Indemnified Person”), against any and all Losses (or actions in respect thereof) arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement, the Official Statement or any other Tender Documents or Additional Material, or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Preliminary Official Statement, the Official Statement or any other Tender Documents or Additional Material in reliance upon and in conformity with Dealer Manager Information provided by the Dealer Managers expressly for use under the heading “UNDERWRITING” and the sentence on page (ii) of the Preliminary Official Statement and of the Official Statement and Section 17 of the Invitation provided by the Dealer Managers and will reimburse the Authority for any legal or other expenses reasonably incurred by the Authority in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after the receipt by an Indemnified Person under subparagraph (a) or (b) above of notice of the commencement of any Proceedings, such Indemnified Person will, if a claim in respect thereof is to be made hereunder against the indemnifying party under such subparagraph in respect thereof, notify the indemnifying party in writing of the commencement thereof; provided that (i) the failure to so notify indemnifying party will not relieve indemnifying party from any liability which it may have hereunder except to the extent it has been materially prejudiced (through forfeiture of substantive rights or defenses) by such failure and (ii) the failure to so notify indemnifying party will not relieve the Authority from any liability which it may have to an Indemnified Person otherwise than on account of this indemnity agreement. In case any such Proceedings are brought against any Indemnified Person and it notifies indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Person (who shall not, except with the consent of the Indemnified Person, be counsel to the indemnifying party), and, after notice from the indemnifying party to such Indemnified Person of its election so to assume the defense thereof, the indemnifying party shall not be liable to such Indemnified Person under such subparagraph for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such Indemnified Person, in connection with the defense thereof other than reasonable costs of investigation. The Indemnified Person shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Person, unless (i) the

employment of such counsel has been specifically authorized by the indemnifying party in writing prior to the employment of such counsel, or (ii) the named parties to any such action (including any impleaded parties) included both the Indemnified Person and the indemnifying party, and the Indemnified Person shall have been advised by such counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the indemnifying party and that joint representation may be inappropriate under professional standards, in which case the indemnifying party shall not have the right to assume the defense of such action on behalf of the Indemnified Person it being understood, however, the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related action in the same jurisdiction of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for the Indemnified Person, and any such firm shall be designated in writing by the Indemnified Person. No indemnifying party shall, without the written consent of the Indemnified Person, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Person is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the Indemnified Person from all liability arising out of such action or claim and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any Indemnified Person.

(d) If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to in subparagraph (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such Indemnified Person as a result of such loss, claim, damage, liability or expense (i) in such proportion as is appropriate to reflect the relative benefits received by the Authority, on the one hand, and by the Dealer Managers, on the other hand, from the Tender Offer and the transactions contemplated thereby, or (ii) if the allocation provided by the foregoing clause (i) is not permitted by applicable law or if the Indemnified Person failed to give the notice required under subparagraph (c) above, then each indemnifying party shall contribute to such amount paid or payable by such Indemnified Person, in such proportion as is appropriate to reflect not only the relative benefits referred to in the foregoing clause (i), but also the relative fault of the Authority, on the one hand, and of the Dealer Managers, on the other hand, in connection with the statements, actions, or omissions which resulted in such loss, claim, damage, liability or expense, as well as any other relevant equitable considerations. The relative benefits received by the Authority, on the one hand, and by the Dealer Managers, on the other hand, shall be deemed to be in the same proportion as (i) the aggregate principal amount of the Target Bonds tendered for purchase bears to (ii) the aggregate fee paid to the Dealer Managers pursuant to Section 2(a) of this Agreement. The relative fault of the Authority, on the one hand, and of the Dealer Managers, on the other hand, [(i)] in the case of an untrue or alleged untrue statement of a material fact or an omission or alleged omission to state a material fact, shall be determined by reference to, among other things, whether such statement or omission relates to information supplied by the Authority or by the Dealer Managers and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission, [and (ii) in the case of any other action or omission, shall be determined by reference to, among other things, whether such action or omission was taken or omitted to be taken by the Authority or by the Dealer Managers and the parties relative intent, knowledge, access to information, and opportunity to prevent such action or omission]. The Authority and the Dealer Managers agree that it would not be just and equitable if contribution pursuant to this Section 6 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in this paragraph. The amount paid or payable by an Indemnified Person as

a result of the losses, claims, damages, liabilities or expenses referred to in this paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Person in connection with investigating or defending any such action or claim.

(e) The indemnity, reimbursement and contribution obligations of the Authority under this Section 6 shall be in addition to any liability which the Authority may otherwise have to an Indemnified Person.

SECTION 7. *Survival.* This Section [7 and Sections 2, 6, 8 and 10] hereof, and the representations and warranties of the Authority set forth in Section 4 hereof (to the extent expressly stated in such Section 4) shall survive any failure by the Authority to commence, or termination, expiration or cancellation of this Agreement, any completion of the engagement provided for by this Agreement or any investigation made on behalf of the Authority, the Dealer Managers or any Dealer Manager-Related Person and shall survive the termination of the Invitation.

SECTION 8. *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the State of New York without reference to choice of law doctrine.

SECTION 9. *Notices.* Except as otherwise expressly provided in this Agreement, whenever notice or other communication is required by the provisions of this Agreement to be given, such notice or other communication shall be in writing addressed as follows and effective when received:

If to the Authority:

Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806
Attention: Chief Financial Officer

If to the Dealer Managers:

J.P. Morgan Securities LLC
560 Mission Street, Floor 3
San Francisco, California 94105
Email: michael.a.carlson@jpmorgan.com
Attention: Michael Carlson, Managing Director

RBC Capital Markets, LLC
777 S. Figueroa Street, Suite 850
Los Angeles, California 90017
Email: greg.dawley@rbccm.com
Attention: Greg Dawley, Managing Director

SECTION 10. [*Advertisements.* The Authority agrees that the Dealer Managers shall have the right to place advertisements in financial and other newspapers and journals at their own expense describing their services to the Authority hereunder, subject to the Authority's prior approval in the Authority's sole discretion.]

SECTION 11. *Miscellaneous.*

(a) This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. This Agreement may not be amended or modified except by a writing executed by each of the parties hereto. Section headings herein are for convenience only and are not a part of this Agreement.

(b) This Agreement is solely for the benefit of the Authority and the Dealer Managers, and their respective successors, heirs and assigns, and no other person shall acquire or have any rights under or by virtue of this Agreement.

(c) The Dealer Managers may share any information or matters relating to the Authority, the Invitation and the transactions contemplated hereby with their respective affiliates and such affiliates may likewise share information relating to the Authority with the Dealer Manager.

(d) If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants, and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Authority and the Dealer Managers shall endeavor in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, void or unenforceable provisions.

(e) This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one and the same instrument.

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by signing in the appropriate space below and returning to the Dealer Managers the enclosed duplicate originals hereof, whereupon this letter shall become a binding agreement between us.

Very truly yours,

J.P. MORGAN SECURITIES LLC

By: _____
Name:
Title:

RBC CAPITAL MARKETS, LLC

By: _____
Name:
Title:

Accepted and agreed to as
of the date first written above:

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

By: _____
Name:
Title:

[Signature Page to Dealer Manager Agreement]

EXHIBIT A-1

**FORM OF LEGAL OPINION OF COUNSEL TO THE AUTHORITY TO BE DELIVERED
ON THE LAUNCH DATE**

[Launch Date], 2022

[TO COME]

EXHIBIT A-2

**FORM OF LEGAL OPINION OF COUNSEL TO THE AUTHORITY TO BE DELIVERED
ON THE SETTLEMENT DATE**

[Closing Date], 2022

[TO COME]

EXHIBIT B

OPINION OF BOND COUNSEL TO BE DELIVERED ON THE LAUNCH DATE

_____, 2022

[TO COME]

EXHIBIT C

OPINION OF SPECIAL TAX COUNSEL TO BE DELIVERED ON THE LAUNCH DATE

_____, 2022

[TO COME]

EXHIBIT D

OPINION OF DISCLOSURE COUNSEL TO BE DELIVERED ON THE LAUNCH DATE

_____, 2022

[TO COME]

EXHIBIT B-2

INVITATION TO TENDER OR EXCHANGE BONDS

[to be attached]

**THIS INVITATION WILL EXPIRE AT [5:00 P.M.], NEW YORK CITY TIME
ON JUNE __, 2022 UNLESS EARLIER TERMINATED OR EXTENDED.**

**INVITATION TO TENDER BONDS MADE
BY THE
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

**To the Bondowners described herein of all or a portion of the maturities
listed on pages (i), (ii), (iii) and (iv) herein of the**

**Alameda Corridor Transportation Authority
Tax-Exempt Senior Lien Revenue Bonds, Series 1999A**

**Alameda Corridor Transportation Authority
Taxable Senior Lien Revenue Bonds, Series 1999C**

**Alameda Corridor Transportation Authority
Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A**

**Alameda Corridor Transportation Authority
Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B**

This Invitation to Tender Bonds, (as it may be amended or supplemented), (the “**Invitation**”), describes an offer by Alameda Corridor Transportation Authority (the “**Authority**”) with the assistance of J.P. Morgan Securities LLC and RBC Capital Markets, as dealer managers (the “**Dealer Managers**”), to the beneficial owners (the “**Holder**”, “**Bondowners**” or “**Bondholders**”) of certain of the Authority’s outstanding Tax-Exempt Senior Lien Revenue Bonds, Series 1999A (the “**Target 1999A Bonds**”), Taxable Senior Lien Revenue Bonds, Series 1999C (the “**Target 1999C Bonds**”), Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A (the “**Target 2013A Bonds**”) and the Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B (the “**Target 2016B Bonds**”) as listed and maturing on the dates set forth in the tables beginning on page (i) (collectively, the “**Target Bonds**”) to purchase for cash certain of the Target Bonds in accordance with the terms and subject to the conditions as described in this Invitation, plus, in the case of Target Bonds that are current interest bonds, accrued interest, all on the terms and conditions as set forth in more detail herein.

The purchase of any Target Bonds by the Authority pursuant to this Invitation is contingent on the issuance of the Authority’s applicable series of Series 2022 Bonds (as defined herein), and is also subject to the terms of this Invitation and certain other conditions as described herein. The Authority is offering to purchase certain Target Bonds tendered by any Bondholder for cash at the terms described herein. The Authority is offering its: (i) Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A to fund the purchase of the Target 1999A Bonds and the Target 2013A Bonds, (ii) its Taxable Senior Lien Revenue Refunding Bonds, Series 2022B to fund the purchase of the Target 1999C Bonds and (iii) its Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C to fund the purchase Target 2016B Bonds, plus, as applicable, accrued interest on the Target Bonds that are current interest bonds, as further described in the Preliminary Official Statement of the Authority dated June __, 2022 (the “**2022 Bonds POS**”) attached hereto as Appendix A.

This Invitation is part of a plan by the Authority to refinance some of the Authority’s outstanding indebtedness, as described in the 2022 Bonds POS. Bondowners of Target Bonds who do not accept this Invitation will continue to hold their interest in such Target Bonds (“the Untendered Bonds”), and such Untendered Bonds will remain outstanding under the Indenture pursuant to which such Untendered Bonds were originally issued. It is anticipated that, subject to market conditions, a portion of the Series Taxable Senior Lien Revenue Bonds, Series 1999C and all or a portion of the Tax-Exempt Senior Lien Revenue

Refunding Bonds, Series 2013A not tendered for purchase pursuant to this Invitation may be redeemed and/or defeased to their maturity or, if applicable, their first optional call date, from proceeds of refunding bonds anticipated to be issued by the Authority (i) on or about August 15, 2022 with respect to the Series Taxable Senior Lien Revenue Bonds, Series 1999C and (ii) on or about ____, 2023 with respect to the Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A, as described under the caption “PLAN OF FINANCE” in the 2022 Bonds POS. The refunding bonds expected to be issued to refund the untendered Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A are expected to be sold on a forward delivery basis. In addition, the Taxable Senior Lien Revenue Bonds, Series 1999C maturing on October 1, 2022 and the Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A maturing on October 1, 2022, are each expected to be defeased to their respective maturities with proceeds of refunding bonds expected to be issued by the Authority on or about August 15, 2022. All other Target Bonds are not currently expected to be redeemed and/or defeased as part of the plan of finance.

To make an informed decision as to whether, and how, to offer Target Bonds for purchase pursuant to the Invitation, a Bondowner must read this Invitation carefully, including, the 2022 Bonds POS attached as Appendix A, and consult their broker, account executive, financial advisor, attorney and/or other professionals.

Key Dates and Times	
<i>All of these dates and times are subject to change. All times are New York City time. Notices of changes will be sent in the manner provided for in this Invitation.</i>	
Launch Date	_____, 2022
Expiration Date	_____, 2022 at [5] P.M.
Notice of Results/Notice of Acceptance	_____, 2022 by [5] P.M.
Expected Settlement Date	_____, 2022

The Information Agent and Tender Agent for this Invitation is
BONDHOLDER COMMUNICATIONS GROUP LLC

Attention: _____
 _____@_____.com
Document Website: www.bondcom.com/_____

The Dealer Managers for this Invitation are

J.P. MORGAN SECURITIES LLC
 383 Madison Avenue, Floor 3
 New York, New York 10179
 Tel: (212) 834-3261
 Fax: (917) 463-0871
 Attn: Debt Capital Markets
 Email: public_finance_dcm@jpmorgan.com

And

RBC CAPITAL MARKETS, LLC
 Liability Management Team
 Tel: 212-618-7843; 877-381-2099,
 Email: liability.management@rbccm.com

Any Bondowner wishing to tender Target Bonds for purchase by the Authority pursuant to this Invitation should follow the procedures more fully described herein. Bondowners and their brokers and account executives with questions about this Invitation should contact the Dealer Managers or the Information Agent.

The date of this Invitation is June __, 2022.

Invitation – Offer to Purchase Target Bonds for Cash

(Available to all Bondowners)

TARGET BONDS SUBJECT TO INVITATION TO TENDER FOR CASH

**Alameda Corridor Transportation Authority
Tax-Exempt Senior Lien Revenue Bonds, Series 1999A**

Capital Appreciation Bonds

CUSIP No.	Maturity Date	Principal Amount at Issuance	Yield to Maturity	Accreted Value	Offer Purchase Price
010869AR6	10/01/2030	\$7,298,873.75	5.25%		
010869AS4	10/01/2031	6,999,600.00	5.25		
010869AT2	10/01/2032	6,690,401.60	5.26		
010869AU9	10/01/2033	6,415,607.50	5.26		
010869AV7	10/01/2034	6,130,889.90	5.27		
010869AW5	10/01/2035	5,878,364.25	5.27		
010869AX3	10/01/2036	5,635,933.40	5.27		
010869AY1	10/01/2037	5,403,946.40	5.27		

**Alameda Corridor Transportation Authority
Taxable Senior Lien Revenue Bonds, Series 1999C**

Current Interest Bonds

CUSIP No.	Maturity Date	Interest Rate	Outstanding Principal Amount	Offer Purchase Price *
010869CD5	10/01/2029	6.60%	\$300,480,000	

Capital Appreciation Bonds

CUSIP No.	Maturity Date	Principal Amount at Issuance	Yield to Maturity	Accreted Value	Offer Purchase Price
010869CE3	10/01/2030	\$6,850,575.00	6.83%		
010869CF0	10/01/2031	6,469,538.00	6.83		
010869CG8	10/01/2032	6,109,946.70	6.83		
010869CH6	10/01/2033	5,770,215.15	6.83		
010869CJ2	10/01/2034	5,449,275.35	6.83		
010869CK9	10/01/2035	5,146,002.00	6.83		
010869CL7	10/01/2036	4,860,219.00	6.83		
010869CM5	10/01/2037	4,589,634.15	6.83		

* Plus accrued interest.

**Alameda Corridor Transportation Authority
Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A**

CUSIP No.	Maturity Date	Interest Rate	Outstanding Principal Amount	Offer Purchase Price *
010869GF6	10/01/2023	5.000%	\$21,335,000	
010869GG4	10/01/2024	5.000	22,750,000	
010869GH2	10/01/2025	5.000	24,245,000	
010869GJ8	10/01/2026	5.000	20,000,000	
010869GK5	10/01/2026	3.000	5,815,000	
010869GL3	10/01/2027	5.000	20,000,000	
010869GM1	10/01/2027	3.000	7,350,000	
010869GN9	10/01/2028	5.000	20,000,000	
010869GP4	10/01/2028	3.125	8,935,000	
010869GQ2	10/01/2029	5.000	20,000,000	
010869GR0	10/01/2029	3.125	10,585,000	

* Plus accrued interest.

**Alameda Corridor Transportation Authority
Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B**

CUSIP No.	Maturity Date	Interest Rate	Outstanding Principal Amount	Offer Purchase Price *
010869GY5	10/01/2034	5.000%	\$99,865,000	
010869HC2	10/01/2034	3.000	30,000,000	
010869GZ2	10/01/2035	5.000	85,760,000	
010869HD0	10/01/2035	4.000	25,000,000	
010869HG3	10/01/2035	5.000	25,000,000	
010869HA6	10/01/2036	5.000	92,295,000	
010869HE8	10/01/2036	3.125	25,000,000	
010869HH1	10/01/2036	5.000	25,000,000	
010869HB4	10/01/2037	5.000	98,940,000	
010869HF5	10/01/2037	4.000	35,000,000	
010869HJ7	10/01/2037	5.000	15,000,000	

* Plus accrued interest.

IMPORTANT INFORMATION

This Invitation and other information with respect to the Invitation [are and will be available from the Dealer Managers and the Information Agent at www.bondcom.com/_____. Bondowners wishing to offer their Target Bonds for purchase pursuant to the Invitation should follow the procedures more fully described herein. The Authority reserves the right to cancel or modify the Invitation at any time on or prior to the Expiration Date and reserves the right to make a future invitation to tender bonds at prices different than the offer purchase prices and terms described herein or a future invitation to exchange bonds for new bonds, in each case, in its sole discretion. The Authority will have no obligation to purchase Target Bonds offered pursuant to the Invitation if cancellation or modification occurs, or the conditions described herein are not met. The Authority further reserves the right to waive any irregularities or defects in any tenders received.

The Authority also reserves the right in the future to refund (on an advance or current basis) any remaining portion of outstanding Target Bonds through the issuance of publicly offered or privately placed bonds.

It is anticipated that, subject to market conditions, a portion of the Taxable Senior Lien Revenue Bonds, Series 1999C maturing on October 1, 2029 not tendered for purchase pursuant to this Invitation may be defeased to the respective sinking fund payment dates occurring on October 1 of the years 2023 through 2025 from proceeds of the Authority's 2022C Bonds (as herein after defined) anticipated to be issued on or about August 15, 2022. In addition, it is anticipated that all or a portion of the Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A not tendered for purchase pursuant to this Invitation may be redeemed and/or defeased to their maturity or, if applicable, their first optional call date, from proceeds of an additional series of refunding bonds anticipated to be issued by the Authority on or about ____, 2023 as described under the caption "PLAN OF FINANCE" in the 2022 Bonds POS. The refunding bonds expected to be issued to refund the untendered Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A are expected to be sold on a forward delivery basis. In addition, the Taxable Senior Lien Revenue Bonds, Series 1999C maturing on October 1, 2022 and the Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A maturing on October 1, 2022, are each expected to be defeased to their respective maturities with proceeds of Series 2022B Bonds and the Series 2022A Bonds (as hereinafter defined, respectively, expected to be issued by the Authority on or about August 15, 2022. All other Target Bonds are not currently expected to be redeemed and/or defeased as part of the plan of finance. See the caption "FINANCING PLAN" in the 2022 Bonds POS.

This Invitation is not being made to, and Target Bonds tendered for purchase in response to this Invitation will not be accepted from or on behalf of, Bondowners in any jurisdiction in which the Invitation, the making of offers to purchase Target Bonds or the acceptance thereof would not be in compliance with the laws of such jurisdiction. In those jurisdictions whose laws require the Invitation to be made through a licensed or registered broker or dealer, the Invitation is being made on behalf of the Authority by the Dealer Managers.

The Authority is not recommending to any Bondowner whether to tender their Target Bonds for purchase in connection with the Invitation. Each Bondowner must make these decisions and should read this Invitation and the 2022 Bonds POS attached as Appendix A,] in its entirety and consult with their broker-dealer, financial, legal, accounting, tax and other advisors in making these decisions.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Invitation[, including Appendix A]; and, if given or made, such information or representation may not be relied upon as having been authorized by the Authority.

The delivery of this Invitation shall not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or in any attachments hereto or materials delivered herewith or in the affairs of the Authority since the date hereof.

This Invitation contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Invitation and other materials referred to or incorporated herein, the words "estimate," "anticipate," "forecast," "project," "intend," "propose," "plan," "expect" and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop

the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

This Invitation has not been approved or disapproved by the Securities and Exchange Commission or any state securities commission, nor has the Securities and Exchange Commission or any state securities commission passed upon the fairness or merits of this Invitation or upon the accuracy or adequacy of the information contained in this Invitation. Any representation to the contrary is a criminal offense.

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INVITATION TO TENDER BONDS
made by
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

1. Introduction

This Invitation to Tender Bonds, dated _____, 2022 (as it may be amended or supplemented, including the cover page, Annex I, and Appendix A hereto, this “Invitation”) is made by Alameda Corridor Transportation Authority (the “Authority”) with respect to the bonds listed and maturing on the dates set forth in the tables below (the “Target Bonds”), to the beneficial owners (the “Bondowners”) of such Target Bonds:

Alameda Corridor Transportation Authority

Tax-Exempt Senior Lien Revenue Bonds, Series 1999A

Capital Appreciation Bonds

CUSIP No.	Maturity Date	Principal Amount at Issuance	Yield to Maturity	Accreted Value
010869AR6	10/01/2030	\$7,298,873.75	5.25%	
010869AS4	10/01/2031	6,999,600.00	5.25	
010869AT2	10/01/2032	6,690,401.60	5.26	
010869AU9	10/01/2033	6,415,607.50	5.26	
010869AV7	10/01/2034	6,130,889.90	5.27	
010869AW5	10/01/2035	5,878,364.25	5.27	
010869AX3	10/01/2036	5,635,933.40	5.27	
010869AY1	10/01/2037	5,403,946.40	5.27	

Alameda Corridor Transportation Authority
Taxable Senior Lien Revenue Bonds, Series 1999C

Current Interest Bonds

CUSIP No.	Maturity Date	Interest Rate	Outstanding Principal Amount
010869CD5	10/01/2029	6.60%	\$300,480,000

Capital Appreciation Bonds

CUSIP No.	Maturity Date	Principal Amount at Issuance	Yield to Maturity	Accreted Value
010869CC7	10/01/2022	\$6,993,263.55	6.69%	
010869CE3	10/01/2030	6,850,575.00	6.83	
010869CF0	10/01/2031	6,469,538.00	6.83	
010869CG8	10/01/2032	6,109,946.70	6.83	
010869CH6	10/01/2033	5,770,215.15	6.83	
010869CJ2	10/01/2034	5,449,275.35	6.83	
010869CK9	10/01/2035	5,146,002.00	6.83	
010869CL7	10/01/2036	4,860,219.00	6.83	
010869CM5	10/01/2037	4,589,634.15	6.83	

Alameda Corridor Transportation Authority
Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A⁽¹⁾

CUSIP No.	Maturity Date	Interest Rate	Outstanding Principal Amount
010869GF6	10/01/2023	5.000%	\$21,335,000
010869GG4	10/01/2024	5.000	22,750,000
010869GH2	10/01/2025	5.000	24,245,000
010869GJ8	10/01/2026	5.000	20,000,000
010869GK5	10/01/2026	3.000	5,815,000
010869GL3	10/01/2027	5.000	20,000,000
010869GM1	10/01/2027	3.000	7,350,000
010869GN9	10/01/2028	5.000	20,000,000
010869GP4	10/01/2028	3.125	8,935,000
010869GQ2	10/01/2029	5.000	20,000,000
010869GR0	10/01/2029	3.125	10,585,000

⁽¹⁾ First optional redemption date is October 1, 2023.

**Alameda Corridor Transportation Authority
Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B⁽¹⁾**

CUSIP No.	Maturity Date	Interest Rate	Outstanding Principal Amount
010869GY5	10/01/2034	5.000%	\$99,865,000
010869HC2	10/01/2034	3.000	30,000,000
010869GZ2	10/01/2035	5.000	85,760,000
010869HD0	10/01/2035	4.000	25,000,000
010869HG3	10/01/2035	5.000	25,000,000
010869HA6	10/01/2036	5.000	92,295,000
010869HE8	10/01/2036	3.125	25,000,000
010869HH1	10/01/2036	5.000	25,000,000
010869HB4	10/01/2037	5.000	98,940,000
010869HF5	10/01/2037	4.000	35,000,000
010869HJ7	10/01/2037	5.000	15,000,000

⁽¹⁾ First optional redemption date is October 1, 2026.

The Authority invites the Bondowners of certain of the Authority’s outstanding Tax-Exempt Senior Lien Revenue Bonds, Series 1999A (the “Target 1999A Bonds”), Taxable Senior Lien Revenue Bonds, Series 1999C (the “Target 1999C Bonds”), Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A (the “Target 2013A Bonds”) and the Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B (the “Target 2016B Bonds”) as listed and maturing on the dates set forth in the tables beginning on page (i) to offer to tender to the Authority for payment in cash certain of the Target Bonds at the applicable tender offer purchase prices designated on pages (i) through (iv) of this Invitation (the “Invitation”) plus, in case of the Target Bonds that are current interest bonds, accrued interest on such Target Bonds tendered for purchase to but not including the Expected Settlement Date (“Accrued Interest”).

The purchase of any Target 1999A Bonds or Target 2013A Bonds pursuant to the Invitation is contingent on the issuance of the Authority’s Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”). The purchase of any Target 1999C Bonds pursuant to the Invitation is contingent on the issuance of the Authority’s Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”). The purchase of any Target 2016B Bonds is contingent upon the issuance of Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds” and, together with the Series 2022A Bonds and the Series 2022C Bonds, the “Series 2022 Bonds”). If issued, each series of the Series 2022 Bonds will be dated the August 15, 2022, and will be issued in the manner, on the terms and with the security therefor described in the Preliminary Official Statement of the Authority dated ____, 2022 (the “2022 Bonds POS”) attached as Appendix A.

The Target Bonds were issued by the Authority pursuant to a Master Trust Indenture, dated as of January 1, 1999, as amended and supplemented (the “Master Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank

National Association, as trustee (the “Trustee”), as amended and supplemented, including as amended and supplemented by a First Supplemental Trust Indenture, dated as of January 1, 1999, a Third Supplemental Trust Indenture, dated as of January 1, 1999, a Ninth Supplemental Trust Indenture, dated as of February 1, 2013 and an Eleventh Supplemental Trust Indenture, dated as of May 1, 2016, each between the Authority and the Trustee, relating to the Target Bonds (the Master Indenture, together with all amendments or supplements thereto effected in accordance with its terms, the “Indenture”). This Invitation is part of a plan by the Authority to refinance some or all of the outstanding Target Bonds, as described in the 2022 Bonds POS. **The Authority’s outstanding bonds (including Series 1999A Bonds, Series 1999C Bonds, Series 2013A Bonds and Series 2016B Bonds of other maturity dates, if any) which are not identified in the table above are not subject to this Invitation.** For additional information concerning the Authority, its plan of refunding and its outstanding indebtedness, see the 2022 Bonds POS attached hereto as Appendix A.

Pursuant to the Invitation, each Bondowner may tender to the Authority for purchase certain Target Bonds, in Authorized Denominations with respect to which the Bondowner has a beneficial ownership interest. As used herein, “Authorized Denominations” means (i) with respect to the Target 1999C Bonds that are current interest bonds, the Target 2013A Bonds and the Target 2016B Bonds, denominations of \$5,000 principal amount or any integral multiple of \$5,000 in excess thereof, and (ii) with respect to the Target 1999A Bonds and the Target 1999C Bonds that are capital appreciation bonds, such amount so that the accreted value of such bonds on their maturity date shall be \$5,000 or any integral multiple thereof. The purchase price for each CUSIP of the Target Bonds at which such Target Bonds may be tendered by a Bondowner for purchase pursuant to the Invitation (the “Offer Purchase Price”) is set forth on pages (i) through (iv) of this Invitation.

See also Section 4, “Authorized Denominations and Consideration for Offers,” Section 5, “Provisions Applicable to all Offers,” and Section 6, “Transmission of Offers by Financial Institutions; DTC ATOP Procedures,” below for more information on the consideration for which and how a Bondowner can offer to tender his, her or its Target Bonds for purchase.

The source of funds to purchase the Target Bonds validly tendered for purchase pursuant to the Invitation is anticipated to be proceeds of the Authority’s Series 2022 Bonds to be issued on or about August 15, 2022. The purchase of any of the Target 1999A Bonds and the Target 2013A Bonds tendered for purchase pursuant to the Invitation is contingent on the issuance of the Series 2022A Bonds. The purchase of any of the Target 1999C Bonds tendered for purchase pursuant to the Invitation is contingent on the issuance of the Series 2022B Bonds. The purchase of any of the Target 2016B Bonds tendered for purchase pursuant to the Invitation is contingent on the issuance of the Series 2022C Bonds.

The Authority’s obligations to accept for purchase, and to pay for Target Bonds validly tendered (and not withdrawn) pursuant to this Invitation are also subject to the satisfaction or waiver of certain conditions. See Section 13, “Conditions to Purchase,” for additional information regarding certain of such conditions.

Subject to the terms of this Invitation and the satisfaction of all conditions to the Authority’s obligation to purchase tendered Target Bonds as described herein, and provided that (i) the Target Bonds offered by a Bondholder for purchase have been validly tendered by [5:00] p.m., New York City time, on July __, 2022 (as extended from time to time in accordance with this Invitation, the “Expiration Date”), and (ii) accepted by the Authority on or before [5:00] p.m., New York City time, on July __, 2022 (as extended from time to time in accordance with this Invitation, the “Acceptance Date”), the Authority will purchase such Target Bonds tendered for purchase on ____, 2022 or such

later date as the Authority shall determine (such date, the “Expected Settlement Date”). Accrued Interest on the Target Bonds that are current interest bonds purchased will also be paid on the Expected Settlement Date.

All times in this Invitation are local time in New York City.

No assurances can be given that the Series Bonds will be issued or that any Target Bonds tendered for purchase by a Bondowner will be purchased. See Section 9, “Acceptance of Offers for Purchase,” for more information on the selection of tendered Target Bonds to be purchased, if any. The Authority reserves the right to amend or waive the terms of this Invitation as to any or all of the Target Bonds in any respect and at any time prior to the Expiration Date or from time to time, in its sole discretion. The Authority also has the right to terminate this Invitation at any time up to and including the Expiration Date. See Section 14, “Extension, Termination and Amendment of Invitation; Changes to Terms,” below.

The Authority is under no obligation to accept any of the Target Bonds that are tendered for purchase pursuant to this Invitation, and will accept Target Bonds as described in Section 9, “Acceptance of Offers for Purchase.” Any Target Bonds tendered by Bondowners pursuant to this Invitation but not accepted by the Authority will be returned to the Bondowners and will continue to be payable and secured under the terms of the Indenture until maturity or prior redemption. In the event all conditions to this Invitation are not satisfied or waived by the Authority on or prior to the Settlement Date, any Target Bonds tendered by Bondowners pursuant to this Invitation will be returned to the Bondowners and will continue to be payable and secured under the terms of the Indenture.

It is anticipated that, subject to market conditions, a portion of the Target 1999C Bonds maturing on October 1, 2029 not tendered for purchase pursuant to this invitation will be defeased to the respective sinking fund payment dates occurring on October 1 of the years 2023 through 2025 from proceeds of the Authority’s 2022C Bonds anticipated to be issued on or about August 15, 2022. Further, it is anticipated that all or a portion of the Target 2013A Bonds will be defeased to maturity or the first optional redemption date, as applicable, of the Authority’s Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds”), which are expected to be sold on a forward delivery basis on or about _____, 2022 and issued by the Authority on or about _____, 2023.

In addition, the Taxable Senior Lien Revenue Bonds, Series 1999C maturing on October 1, 2022 and the Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A maturing on October 1, 2022, are each expected to be defeased to their respective maturities with proceeds of Series 2022C Bonds and the Series 2022A Bonds, respectively, each anticipated to be issued by the Authority on or about August 15, 2022. All other Target Bonds are not currently expected to be redeemed and/or defeased as part of the plan of finance. Further details concerning the Authority’s debt refunding plan and the possible defeasance of Target Bonds that are not purchased pursuant to this Invitation are contained in the 2022 Bonds POS attached as Appendix A. See also Section 16, “Additional Considerations,” below.

To make an informed decision as to whether, and how, to offer Target Bonds for purchase pursuant to the Invitation, a Bondowner must read this Invitation carefully, including Appendix A attached hereto.

None of the Authority, the Dealer Managers (as defined below) or the Information Agent and Tender Agent (as defined below) make any recommendation that any Bondowner offer and tender or refrain from offering and tendering all or any portion of such Bondowner's Target Bonds for purchase. Bondowners must make these decisions and should consult with their broker, account executive, financial advisor, attorney and/or other appropriate professionals.

The Dealer Managers for this Invitation are J.P. Morgan Securities LLC and RBC Capital Markets, LLC (the "Dealer Manager"). Bondholder Communications Group LLC is serving as information agent and tender agent (the "Information Agent" or the "Tender Agent") in connection with this Invitation. Bondowners with questions about the substance of this Invitation should contact the Dealer Managers. Bondowners with questions about the mechanics of this Invitation should contact the Information Agent at the email address and telephone number set forth on the inside cover page of this Invitation.

2. Information to Bondowners

The Authority will give information about this Invitation to the market and Bondowners, including, without limitation, any supplement to the 2022 Bonds POS, by delivery of such information in the following ways: (i) to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access website, currently located at <http://emma.msrb.org> (the "EMMA Website"), using the CUSIP numbers for the Target Bonds listed in the table on the cover page of this Invitation; (ii) to DTC (defined below) and to the DTC participants holding the Target Bonds; (iii) by posting electronically on the website of the Information Agent at www.bondcom.com/; and (iv) to [Bloomberg Financial Market Systems]. Delivery by the Authority of information in this manner will be deemed to constitute delivery of the information to each Bondowner. The Authority, the Dealer Managers, and the Information Agent and Tender Agent have no obligation to ensure that a Bondowner actually receives any information provided by the Authority in this manner. A Bondowner who would like to receive information furnished by or on behalf of the Authority as described above must make appropriate arrangements with its broker, account executive or other financial advisor or representative.

The final Official Statement with respect to the Series 2022 Bonds will be posted to the EMMA Website.

3. Expiration Date; Offers Only Through Financial Institutions; Brokerage Commissions

This Invitation to Tender Target Bonds will expire at [5:00] p.m., New York City time, on July __, 2022, the Expiration Date, unless earlier terminated or extended as described in this Invitation. Offers to sell Target Bonds received after [5:00] p.m., New York City time, on the Expiration Date (as it may be extended) will not be considered. See Section 14 for a discussion of the Authority's ability to extend the Expiration Date and to terminate or amend this Invitation.

All of the Target Bonds are held in book-entry-only form through the facilities of The Depository Trust Company of New York ("DTC"). The Information Agent and Tender Agent and DTC have confirmed that the Invitation are each eligible for submission of tenders for purchase through DTC's Automated Tender Offer Program (known as the "ATOP" system). ***Bondowners of Target Bonds who want to accept the Authority's Invitation to sell Target Bonds must do so through a DTC participant in accordance with the relevant DTC procedures for the ATOP system. The Authority will not accept any tenders of Target Bonds for purchase that are not made through***

the ATOP system. Bondowners who are not DTC participants can only offer Target Bonds for purchase pursuant to this Invitation by making arrangements with and instructing the bank or brokerage firm through which they hold their Target Bonds (sometimes referred to herein as a “custodial intermediary”) to tender the Bondowner’s Target Bonds on their behalf through the ATOP system. To ensure a Bondowner’s Target Bonds are tendered through the ATOP system by [5:00] p.m., New York City time, on the Expiration Date, Bondowners must provide instructions to the bank or brokerage firm through which their Target Bonds are held in sufficient time for such custodial intermediary to tender the Target Bonds in accordance with DTC procedures through the ATOP system by this deadline. Bondowners should contact their bank or brokerage firm through which they hold their Target Bonds for information on when such custodial intermediary needs the Bondowner’s instructions in order to tender the Bondowner’s Target Bonds through the ATOP system by [5:00] p.m., New York City time, on the Expiration Date. See also Section 6 below.

The Authority, the Dealer Managers, and the Information Agent and Tender Agent are not responsible for making or transmitting any offer to purchase Target Bonds or for the transfer of any tendered Target Bonds through the ATOP system or for any mistakes, errors or omissions in the making or transmission of any offer or transfer.

Bondowners will not be obligated to pay any brokerage commissions or solicitation fees to the Authority, the Dealer Managers or the Information Agent and Tender Agent in connection with this Invitation. However, Bondowners should check with their broker, account executive or other financial institution which maintains the account in which their Target Bonds are held to determine if it will charge any commission or fees.

4. Minimum Denominations and Consideration for Offers; Changes to the Terms of the Invitation

Authorized Denominations for Offers. A Bondowner may make an offer to sell all or a portion of Target Bonds of a particular CUSIP that it owns in an amount of its choosing, but only in Authorized Denominations.

Tender Consideration. Target Bonds may only be offered by a Bondowner for purchase by the Authority pursuant to the Invitation at the Offer Purchase Price for each CUSIP set forth on page (i) through (iv) of this Invitation. In addition to the Offer Purchase Price of the Target Bonds accepted for purchase by the Authority, Accrued Interest on such Target Bonds that are current interest bonds will be paid by, or on behalf of, the Authority to the tendering Bondowners on the Expected Settlement Date. The Offer Purchase Prices (and the Accrued Interest on Target Bonds that are current interest bonds) will constitute the sole consideration payable by the Authority for Target Bonds purchased by the Authority pursuant to the Invitation.

Changes to Terms of the Invitation. As described in Section 14 hereof, the Authority may revise the terms of this Invitation prior to the Expiration Date. In the event that the Authority determines to revise the terms of the Invitation, it shall provide notice thereof in the manner described in Section 2 of this Invitation no later than [11:00] a.m., New York City time, on the day prior to the Expiration Date. If the Authority changes the Offer Purchase Price for any of the Target Bonds pursuant to the Invitation, the Authority shall provide notice thereof (as described in Section 2) no less than three (3) business days prior to the Expiration Date, as extended. In such event, any offers submitted with respect to the affected Target Bonds prior to such change in the Offer Purchase Price for such Target Bonds pursuant to the Invitation, will remain in full force and effect and any

Bondowner of such affected Target Bonds wishing to revoke their offer to tender such Target Bonds must affirmatively withdraw such offer prior to the Expiration Date as described in Section 8 hereof.

5. Provisions Applicable to all Offers to Tender Target Bonds

A Bondowner should ask its financial advisor, investment manager, broker or account executive for advice in determining whether to tender Target Bonds for purchase and the principal amount of Target Bonds to be tendered. A Bondowner should also inquire as to whether its financial institution will charge a fee for submitting offers. The Authority, the Dealer Managers, and the Information Agent and Tender Agent will not charge fees to any Bondowner tendering Target Bonds.

A tender of Target Bonds cannot exceed the par amount of Target Bonds owned by the Bondowner and can only be for the applicable Offer Purchase Price. Target Bonds may be tendered and accepted for payment only in Authorized Denominations.

No alternative, conditional or contingent tenders will be accepted. All tenders shall survive the death or incapacity of the tendering Bondowner.

By tendering Target Bonds for purchase in accordance with the terms of this Invitation, each Bondowner will be deemed to have represented and warranted to and agreed with the Authority and each Dealer Manager that:

(a) the Bondowner has received, and has had the opportunity to review, this Invitation (including the 2022 Bonds POS attached as Appendix A hereto) prior to making the decision as to whether or not they should tender their Target Bonds for purchase;

(b) the Bondowner has full authority to tender, sell, assign and transfer such Target Bonds, and that, on the Expected Settlement Date, the Authority, as transferee, will acquire good title, free and clear of all liens, charges, encumbrances, conditional sales agreements or other obligations and not subject to any adverse claims, subject to payment to the Bondowner of the applicable Offer Purchase Price, plus in the case of Target Bonds that are current interest bonds, payment of the Accrued Interest;

(c) the Bondowner has made its own independent decision to make the offer, the appropriateness of the terms thereof, and whether the offer is appropriate for the Bondowner;

(d) such decisions are based upon the Bondowner's own judgment and upon advice from such advisors as the Bondowner has consulted;

(e) the Bondowner is not relying on any communication from the Authority or any Dealer Manager as investment advice or as a recommendation to make the offer, it being understood that the information from the Authority or the Dealer Managers related to the terms and conditions of the Invitation shall not be considered investment advice or a recommendation to make an offer; and

(f) the Bondowner is capable of assessing the merits of and understanding (on its own and/or through independent professional advice), and does understand and accept, the terms and conditions of the Invitation.

6. Transmission of Offers by Financial Institutions; DTC ATOP Procedures

Tenders of Target Bonds pursuant to this Invitation may only be made to the Authority through DTC's ATOP system. Bondowners who are not DTC participants must make their offers through their custodial intermediary. A DTC participant must tender the Target Bonds pursuant to the Invitation on behalf of the Bondowner for whom it is acting, by book-entry through the ATOP system. In so doing, such custodial intermediary and the Bondowner on whose behalf the custodial intermediary is acting, agree to be bound by DTC's rules for the ATOP system. In accordance with ATOP procedures, DTC will then verify receipt of the tender offer and send an Agent's Message (as described below) to the Information Agent and Tender Agent.

The term "Agent's Message" means a message transmitted by DTC to, and received by, the Information Agent and Tender Agent and forming a part of the book-entry confirmation which states that DTC has received an express acknowledgement from the DTC participant tendering Target Bonds for purchase that are the subject of such book-entry confirmation, stating (i) the par amount of the Target Bonds that have been tendered by such DTC participant on behalf of the Bondowner pursuant to the applicable Invitation, and (ii) that the Bondowner agrees to be bound by the terms of the Invitation, including the representations, warranties, agreements and affirmations deemed made by it as set forth in Section 5 above.

Agent's Messages must be transmitted to and received by the Information Agent and Tender Agent by not later than [5:00] p.m., New York City time, on the Expiration Date (as the date may have been changed as provided in this Invitation). Target Bonds will not be deemed to have been tendered for cash purchase pursuant to the Invitation until an Agent's Message with respect thereto is received by the Information Agent and Tender Agent.

7. Determinations as to Form and Validity of Offers; Right of Waiver and Rejection

All questions as to the validity (including the time of receipt of Agent's Messages by the Information Agent and Tender Agent), eligibility, and acceptance of any offers to sell Target Bonds will be determined by the Authority in its sole discretion and will be final, conclusive and binding.

The Authority reserves the right to waive any irregularities or defects in any offer. The Authority, the Dealer Managers, and the Information Agent and Tender Agent are not obligated to give notice of any defects or irregularities in offers, and they will have no liability for failing to give such notice.

8. Withdrawals of Offers Prior to Expiration Date; Irrevocability of Offers on Expiration Date

A Bondowner may withdraw its Target Bonds tendered for purchase pursuant to this Invitation by causing a withdrawal notice to be transmitted via DTC's ATOP system to, and received by, the Information Agent and Tender Agent at or before [5:00] p.m., New York City time, on the Expiration Date (as the date and time may have been changed as provided in this Invitation).

Bondowners who are not DTC participants can only withdraw their offers by making arrangements with and instructing the custodial intermediary through which they hold their Target Bonds to submit the Bondowner's notice of withdrawal through the DTC ATOP system.

All tenders of Target Bonds will become irrevocable as of [5:00] p.m., New York City Time, on the Expiration Date (as the date may have been changed from time-to-time as provided in this Invitation).

9. Acceptance of Offers for Purchase

On or before [5:00] p.m., New York City Time, on the Acceptance Date (*i.e.*, July __, 2022, unless extended), upon the terms and subject to the conditions of the Invitation, the Authority will announce its acceptance for purchase of Target Bonds, if any, offered and validly tendered by Bondowners pursuant to this Invitation by giving notice in the manner described in Section 2, with acceptance subject to the satisfaction or waiver by the Authority of the conditions to the purchase of tendered Target Bonds. See Section 10, “Acceptance of Offers Constitutes Irrevocable Agreement; Notice of Results” and Section 13, “Conditions to Purchase.”

The Authority intends to purchase Target Bonds at their respective Offer Purchase Prices in amounts expected to result in an economic benefit to the Authority, taking into account the Authority’s debt profile and capacity following the tender of such Target Bonds. The Authority may, but shall not be required to, prioritize the purchase of tendered bonds by series and maturity, as follows in order of highest priority first: the Target 2013A Bonds, sinking fund installment payments coming due on October 1 of 2023 through 2025 with respect to the Target 1999C Bonds maturing on October 1, 2029, the Target 1999A Bonds, sinking fund installment payments coming due on October 1 of 2026 through 2029 with respect to the Target 1999C Bonds maturing on October 1, 2029, the Target 1999C Bonds maturing in 2030 through 2037, inclusive, and the Target 2016B Bonds.

The Authority shall be under no obligation to accept any Target Bonds tendered for purchase pursuant to this Invitation. Among Target Bonds tendered for purchase, the Authority in its sole discretion will select which, if any, tendered Target Bonds to purchase of a particular CUSIP or portion of a particular CUSIP based on its determination of the economic benefit from such purchase. In the event that the Authority determines to purchase only a portion of a tendered Target Bond CUSIP and more Target Bonds of that CUSIP are tendered than selected for purchase, the portion selected for purchase will be done on a pro rata basis among tendered Target Bonds of such CUSIP, subject to DTC operating procedures and minimum Authorized Denominations. [The principal amount (or accreted value) of each individual tender offer will be accepted, pro rata, based upon the ratio of the principal amount (or accreted value) of the tendered Target Bonds accepted for purchase divided by the aggregate principal (or accreted value) of Target Bonds tendered for purchase. Any bonds not accepted will be returned to Bondowners] If DTC is not able to allocate the purchase of tendered Target Bonds on a pro rata basis for the applicable CUSIP, the Target Bonds selected for purchase will be done by lot. In addition, the amount of each individual tender offer for each CUSIP accepted for purchase by the Authority may be rounded down, as necessary, to purchase such Target Bonds in Authorized Denominations.

The acceptance notification will state (i) the principal amount (or maturity value) of the Target Bonds of each CUSIP number that the Authority has accepted for purchase in accordance with the Invitation, which may be zero for a particular CUSIP number, or (ii) that the Authority has decided not to purchase any Target Bonds.

Shortly following the giving of notice of its acceptance of offers, the Authority will instruct DTC to release from the controls of the ATOP system all Target Bonds that were offered but were not accepted for purchase. The release of such Target Bonds will take place in accordance with

DTC's ATOP procedures. The Authority, the Dealer Managers, and the Information Agent and Tender Agent are not responsible or liable for the operation of the ATOP system by DTC to properly credit such released Target Bonds to the applicable account of the DTC participant or custodial intermediary or by such DTC participant or custodial intermediary for the account of the Bondowner.

Notwithstanding any other provision of this Invitation, the obligation of the Authority to accept for purchase, and to pay for Target Bonds offered and validly tendered (and not validly withdrawn) by Bondowners pursuant to the Invitation is subject to the satisfaction or waiver of the conditions set forth under Section 13, "Conditions to Purchase" below. The Authority reserves the right to amend or waive any of the terms of or conditions to this Invitation, in whole or in part, at any time prior to the Expiration Date or from time to time, in its sole discretion. This Invitation may be withdrawn by the Authority at any time prior to the Expiration Date.

10. Acceptance of Offers Constitutes Irrevocable Agreement

Acceptance by the Authority of Target Bonds tendered by Bondowners will constitute an irrevocable agreement between the tendering Bondowner and the Authority to sell and purchase such Target Bonds, subject to the conditions and terms of this Invitation, including the Conditions to Purchase set forth in Section 13.

11. Expected Settlement Date; Purchase of Target Bonds

Subject to satisfaction of all conditions to the Authority's obligation to purchase tendered Target Bonds, as described herein, the Expected Settlement Date is the day on which Target Bonds accepted for purchase will be purchased and paid for at the applicable Offer Purchase Price, and the Accrued Interest on the Target Bonds that are current interest bonds will also be paid. Such purchase and payment are expected to occur by [3:00] p.m., New York City time, on the Expected Settlement Date. The Expected Settlement Date has initially been set as ____, 2022, unless extended by the Authority, assuming all conditions to the applicable Tender Invitation have been satisfied or waived by the Authority.

The Authority may, in its sole discretion, change the Expected Settlement Date by giving notice thereof in the manner described in Section 2 of this Invitation prior to the change. See also Section 14, "Extension, Termination and Amendment of Invitation."

Subject to satisfaction of all conditions to the Authority's obligation to purchase Target Bonds tendered for purchase pursuant to the Invitation, as described herein, payment by the Authority will be made through DTC on the Expected Settlement Date. The Authority expects that, in accordance with DTC's standard procedures, DTC will transmit the aggregate Offer Purchase Prices to be paid for the Target Bonds tendered for purchase (plus Accrued Interest on Target Bonds that are current interest bonds) to DTC participants holding the Target Bonds accepted for purchase on behalf of Bondowners for subsequent disbursement to the Bondowners. **The Authority, the Dealer Managers and the Information Agent and Tender Agent have no responsibility or liability for the distribution of the Offer Purchase Prices paid and Accrued Interest by DTC to DTC participants or by DTC participants to Bondowners.**

Promptly following such deliveries and payments, the Authority will instruct the Trustee for the Target Bonds purchased by the Authority to cause such Target Bonds to be cancelled and retired.

12. Source of Funds

The source of funds to purchase the Target Bonds validly tendered for purchase pursuant to the Invitation and accepted by the Authority, including Accrued Interest on Target Bonds that are current interest bonds, is anticipated to be proceeds received by the Authority from the sale of its Series 2022 Bonds expected to be issued on the Expected Settlement Date. The Authority reminds investors that the Authority's ability to settle the cash purchase of Target Bonds tendered for purchase is contingent upon the successful delivery of its Series 2022 Bonds.

13. Conditions to Purchase

The consummation of the purchase of the Target Bonds pursuant to this Invitation is conditioned upon the Authority obtaining satisfactory and sufficient economic benefit therefrom when taken together with the proposed issuance of the Series 2022 Bonds, all on the terms and conditions that are in the Authority's best interest in its sole discretion. Payment on the Expected Settlement Date is conditioned upon the successful closing of the Series 2022 Bonds. Furthermore, the Authority will not be required to purchase any Target Bonds, and will incur no liability as a result, if, before payment for Target Bonds on the Expected Settlement Date:

a. The Authority does not, for any reason, have sufficient funds on the Expected Settlement Date from the proceeds of the Series 2022 Bonds to pay the Offer Purchase Prices of tendered Target Bonds accepted for purchase pursuant to the Invitation and pay all fees and expenses associated with the Series 2022 Bonds and this Invitation, including the Accrued Interest on all Target Bonds that are current interest bonds accepted for purchase;

b. Litigation or another proceeding is pending or threatened which the Authority believes may, directly or indirectly, have an adverse impact on this Invitation or the expected benefits of this Invitation to the Authority or the Bondowners;

c. A war, public health or other national emergency, banking moratorium, suspension of payments by banks, a general suspension of trading by the New York Stock Exchange or a limitation of prices on the New York Stock Exchange exists and the Authority believes this fact makes it inadvisable to proceed with the purchase of Target Bonds;

d. A material change in the business or affairs of the Authority has occurred which the Authority believes makes it inadvisable to proceed with the purchase of Target Bonds;

e. A material change in the net economics of the transaction contemplated by this Invitation and the 2022 Bonds POS has occurred due to a material change in market conditions which the Authority reasonably believes makes it inadvisable to proceed with the purchase of Target Bonds; or

f. There shall have occurred a material disruption in securities settlement, payment or clearance services.

These conditions are for the sole benefit of the Authority. They may be asserted by the Authority, prior to the time of payment for Target Bonds on the Expected Settlement Date, regardless of the circumstances giving rise to any of these conditions or may be waived by the Authority in whole or in part at any time and from time to time in its sole discretion and may be exercised independently for each maturity date and CUSIP number of the Target Bonds.

The failure by the Authority at any time to exercise any of these rights will not be deemed a waiver of any of these rights, and the waiver of these rights with respect to particular facts and other circumstances will not be deemed a waiver of these rights with respect to any other facts and circumstances. Each of these rights will be deemed an ongoing right of the Authority which may be asserted at any time and from time to time. Any determination by the Authority concerning the events described in this Section will be final and binding upon all parties. If, prior to the time of payment for any Target Bonds any of the events described happens, the Authority will have the absolute right to cancel its obligations to purchase Target Bonds without any liability to any Bondowner or any other person.

14. Extension, Termination and Amendment of Invitation

Through and including the Expiration Date, the Authority has the right to extend this Invitation, to any date in its sole discretion. Notice of an extension of the Expiration Date will be given in the manner described in Section 2 of this Invitation, on or about [11:00 a.m.], New York City time, on the first business day after the then current Expiration Date.

The Authority also has the right, prior to the acceptance of offers of Target Bonds tendered for purchase as described in Section 10 above to terminate this Invitation (or either the Invitation) at any time by giving notice of such termination in the manner described in Section 2 of this Invitation.

The Authority also has the right, prior to the acceptance of offers of Target Bonds tendered for purchase as described in Section 10 above to amend or waive the terms of this Invitation (or of either the Invitation) in any respect and at any time by giving notice of the amendment or waiver in the manner described in Section 2 of this Invitation. The amendment or waiver will be effective at the time specified in such notice.

If the Authority amends the terms of this Invitation, including a waiver of any term, in any material respect, notice of such amendment or waiver will be given no later than three (3) business days prior to the Expiration Date, as extended to provide reasonable time for dissemination of such amendment or waiver to Bondowners and for Bondowners to respond. **If the Authority changes the Offer Purchase Price for any of the Target Bonds pursuant to the Invitation, any tenders submitted with respect to the affected Target Bonds prior to such change in the Offer Purchase Price for such Target Bonds pursuant to the Invitation, will remain in full force and effect, and any Bondowner of such affected Target Bonds wishing to revoke their tender of such Target Bonds must affirmatively withdraw such offer prior to the Expiration Date as described in Section 8 hereof.**

No extension, termination or amendment of this Invitation (or waiver of any terms of this Invitation) will (i) change the Authority's right to decline to purchase any Target Bonds without liability; or (ii) give rise to any liability of the Authority, the Dealer Managers, or the Information Agent and Tender Agent to any Bondowner or nominee.

15. Certain Federal Income Tax Consequences

[The following is a general summary of the U.S. federal income tax consequences for tendering Bondowners. The discussion is based on the Internal Revenue Code of 1986, as amended (the "Code"), the Treasury Regulations promulgated thereunder, and relevant rulings and decisions now in effect, all of which are subject to change or differing interpretations. No assurances can be given that future changes in U.S. federal income tax laws will not alter the conclusions reached

herein. The discussion below does not purport to deal with U.S. federal income tax consequences applicable to all categories of investors. Further, this summary does not discuss all aspects of U.S. federal income taxation that may be relevant to a particular investor in the Target Bonds in light of the investor's particular circumstances or to certain types of investors subject to special treatment under U.S. federal income tax laws (including individuals who are neither citizens nor residents of the United States; foreign corporations, trusts and estates, in each case, as defined for U.S. federal income tax purposes; insurance companies; tax-exempt organizations; financial institutions; brokers-dealers; partnerships and other entities classified as partnerships for U.S. federal income tax purposes; and persons who have hedged the risk of owning the Target Bonds). Tendering Bondowners should note that no rulings have been or will be sought from the Internal Revenue Service (the "IRS"), and no assurance can be given that the IRS will not take contrary positions, with respect to any of the U.S. federal income tax consequences discussed below. This U.S. federal income tax discussion is included for general information only and should not be construed as a tax opinion nor tax advice by the Authority or any of its advisors or agents to the Bondowners, and Bondowners therefore should not rely upon such discussion.

BONDOWNERS SHOULD CONSULT THEIR OWN TAX ADVISORS IN DETERMINING THE U.S. FEDERAL, STATE, LOCAL, FOREIGN AND ANY OTHER TAX CONSEQUENCES TO THEM FROM THE TENDER OF TARGET BONDS PURSUANT TO THE INVITATION.

A Bondowner who tenders Target Bonds pursuant to the Invitation will generally recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference between the (1) the amount realized by the Bondowner, and (2) the Bondowner's adjusted tax basis in the tendered Target Bonds.

In the case of a Bondowner who tenders Target Bonds pursuant to the Invitation, the amount realized will be the amount of money received by the Bondowner, exclusive of any amount paid for accrued interest.

Any gain or loss arising in connection with a taxable sale pursuant to the Invitation may be capital gain or loss (either long-term or short-term, depending on the Bondowner's holding period for the tendered Target Bonds) or may be ordinary income or loss, depending on the particular circumstances of the tendering Bondowner. Non-corporate holders may be eligible for reduced rates of U.S. federal income tax on long-term capital gains. The deductibility of capital losses is subject to various limitations.

Under section 3406 of the Code, a tendering Bondowner who is a "United States person," as defined in section 7701(a)(30) of Code, may, under certain circumstances, be subject to U.S. federal backup withholding. Backup withholding applies if such tendering Bondowner: (i) fails to furnish such Bondowner's social security number or other taxpayer identification number ("TIN"); (ii) furnishes an incorrect TIN; (iii) fails to report properly interest, dividends, or other "reportable payments" as defined in the Code; or (iv) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such Bondowner is not subject to backup withholding. Bondowners should consult their own tax advisors regarding whether backup withholding applies to them and, if backup withholding applies, regarding qualification for an exemption from backup withholding and the procedures for obtaining such exemption. Backup withholding is not an additional tax. Any amounts deducted and withheld should generally be allowed as a credit against the Bondowner's U.S. federal income tax liability.]

16. Additional Considerations

In deciding whether to participate in the Invitation, each Bondowner should consider carefully, in addition to the other information contained in this Invitation, the following:

Market for Target Bonds. The Target Bonds are not listed on any national or regional securities exchange. To the extent that the Target Bonds are traded, their prices may fluctuate greatly depending on the trading volume and the balance between buy and sell orders. Bondowners may be able to effect a sale of the Target Bonds at a price higher than the Offer Purchase Price established pursuant to the Invitation.

Target Bonds Not Tendered for Purchase. Bondowners of Target Bonds who do not accept this Invitation will continue to hold their interest in such Target Bonds. If Target Bonds are purchased pursuant to this Invitation, the principal amount of Target Bonds for a particular CUSIP that remains outstanding will be reduced, which could adversely affect the liquidity and market value of the Target Bonds of that CUSIP that remain outstanding.

The terms of the Target Bonds that remain outstanding will continue to be governed by the terms of the Indenture related to such Target Bonds. The Target 1999C Bonds are not subject to optional redemption. It is anticipated that, depending on market conditions, any Bondowners not electing to tender Target 1999C Bonds for purchase may have a portion of their Target 1999C Bonds maturing on October 1, 2029 defeased to the respective sinking fund payment dates occurring on October 1 of the years 2023 through 2025 with proceeds of the Series 2022B Bonds, which are expected to be issued by the Authority on or about the August 15, 2022.

The Target 2013A Bonds maturing on and after October 1, 2024 are subject to redemption in whole or in part, at the option of the Authority on any date on or after October 1, 2023, at a redemption price equal to 100% of the principal amount of the 2013A Target Bonds, or portions thereof, to be redeemed plus accrued but unpaid interest to the date fixed for redemption. It is anticipated that, depending on market conditions, any Bondowners not electing to tender their 2013A Target Bonds for purchase may have all or a portion of their 2013A Target Bonds defeased to the first optional call date from proceeds of the Series 2023A Bonds, which are expected to be issued by the Authority on or about the _____, 2023. The Series 2023A Bonds are expected to be issued on a forward delivery basis. Further details concerning the Authority's debt refunding plan and the possible defeasance of Target Bonds that are not purchased pursuant to this Invitation are contained in the 2022 Bonds POS attached as Appendix A.

To the extent Target Bonds are not purchased pursuant to this Invitation (or otherwise refunded or defeased as described above) the Authority reserves the right to, and may in the future decide to, acquire some or all of the Target Bonds through open market purchases, privately negotiated transactions, subsequent tender offers or otherwise, upon such terms and at such prices as it may determine, which may be more or less than the consideration offered pursuant to this Invitation, which could be cash or other consideration. Any future acquisition of Target Bonds may be on the same terms or on terms that are more or less favorable to Bondowners than the terms of the Invitation described in this Invitation. The Authority also reserves the right in the future to refund (on an advance or current basis) any remaining portion of outstanding Target Bonds through the issuance of publicly offered or privately placed bonds. The decision to undertake any such future transactions

will depend on various factors existing at that time. There can be no assurance as to which of these alternatives, if any, the Authority may ultimately choose to pursue in the future.

17. The Dealer Managers

References in this Invitation to the Dealer Managers are to J.P. Morgan Securities LLC and RBC Capital Markets, LLC only in their capacities as the Dealer Managers.

The Dealer Managers may contact Bondowners regarding this Invitation and may request brokers, dealers, custodian banks, depositories trust companies and other nominees to forward this Invitation to beneficial owners of the Target Bonds.

The Authority will pay to the Dealer Managers customary fees for their services in connection with this Invitation. In addition, the Authority will pay the Dealer Managers their reasonable out-of-pocket costs and expenses relating to this Invitation. The obligations of the Dealer Manager to perform such function are subject to certain conditions. The Authority has agreed to indemnify the Dealer Managers and their respective affiliates and related persons against certain liabilities, including liabilities under federal securities laws, in connection with their services, or to contribute to payments the Dealer Managers and their respective affiliates and related persons may be required to make because of any of those liabilities.

The Dealer Managers, including their respective affiliates, are full service financial institutions engaged in various activities, which includes securities trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Dealer Managers and their respective affiliates have, from time to time, performed, and may in the future perform, a variety of these services for the Authority, for which they received and or will receive customary fees and expenses. In the ordinary course of their various business activities, the Dealer Managers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority. As of the date of the Invitation, the public finance department of the Dealer Managers may hold Target Bonds in the ordinary course of business as a market maker. Affiliates of the Dealer Managers may have holdings of Target Bonds that they are unable to disclose for legal or regulatory reasons.

In addition to their role as Dealer Managers in connection with this Invitation, each Dealer Manager is currently expected to act as an underwriter of the Series 2022 Bonds and the Series 2023A Bonds anticipated to be issued by the Authority as described in the 2022 Bonds POS attached as Appendix A and, as such, it will receive an underwriter's fee in connection with that transaction as well as for acting as a Dealer Manager in connection with this Invitation.

18. Information Agent and Tender Agent

The Authority has retained Bondholder Communications Group LLC to serve as Information Agent and Tender Agent in connection with this Invitation. The Authority has agreed to pay the Information Agent and Tender Agent customary fees for its services and to reimburse the

Information Agent and Tender Agent for its reasonable out-of-pocket costs and expenses relating to this Invitation.

19. Tender of Target Bonds and Allocations of Series 2022 Bonds

The underwriting syndicate for the Series 2022 Bonds, when making allocations of the Series 2022 Bonds, may, but is not required to, take into consideration whether the party submitting an order for Series 2022 Bonds was a Bondholder who tendered Target Bonds for purchase pursuant to this Invitation. [The underwriting syndicate, at its discretion, may give such Bondholder a preference allocation of a like maturity and tenor of Series 2022 Bonds up to the principal amount of Target Bonds that such Bondholder is tendering.]

20. Miscellaneous

This Invitation is not being made to, and offers will not be accepted from or on behalf of, Bondowners in any jurisdiction in which this Invitation or the acceptance thereof would not be in compliance with the laws of such jurisdiction. In those jurisdictions whose laws require this Invitation to be made through a licensed or registered broker or dealer, this Invitation is being made on behalf of the Authority by the Dealer Managers.

No one has been authorized by the Authority, the Dealer Managers, or the Information Agent and Tender Agent to recommend to any Bondowners whether to offer Target Bonds for purchase pursuant to this Invitation. No one has been authorized to give any information or to make any representation in connection with this Invitation other than those contained in this Invitation. Any recommendation, information and representations given or made cannot be relied upon as having been authorized by the Authority, the Dealer Managers, or the Information Agent and Tender Agent.

None of the Authority, the Dealer Managers, or the Information Agent and Tender Agent make any recommendation that any Bondowner offer and tender or refrain from offering and tendering all or any portion of such Bondowner's Target Bonds for purchase. Bondowners must make these decisions and should read consult with their broker, account executive, financial advisor, attorney and/or other appropriate professionals.

Alameda Corridor Transportation Authority

By: _____
Name: Michael Leue
Title: Chief Executive Officer

APPENDIX A
PRELIMINARY OFFICIAL STATEMENT

EXHIBIT C-1

FORM OF TWELFTH SUPPLEMENTAL TRUST INDENTURE

[to be attached]

TWELFTH SUPPLEMENTAL TRUST INDENTURE

by and between the

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor in trust to
U.S. Bank National Association,
as Trustee**

Dated as of [_____ 1, 2022]

Relating to

\$_[_____]

**Alameda Corridor Transportation Authority
Tax-Exempt Senior Lien Revenue Refunding Bonds
Series 2022A**

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(This table of contents is not part of the Twelfth Supplemental Trust Indenture and is only for convenience of reference. The captions herein are of no legal effect and do not vary the meaning or legal effect of any part of the Twelfth Supplemental Trust Indenture.)

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TWELFTH SUPPLEMENTAL TRUST INDENTURE

This TWELFTH SUPPLEMENTAL TRUST INDENTURE dated as of [_____ 1, 2022] is by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a joint powers authority established under Article I, Chapter 5, Division 7, of Title 1 of the California Government Code and pursuant to an Amended and Restated Joint Exercise of Powers Agreement dated as of December 18, 1996, as amended, by and between the City of Long Beach and the City of Los Angeles (the “Authority”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor in trust to U.S. Bank National Association, as trustee (the “Trustee”), and supplements and amends the Master Trust Indenture dated as of January 1, 1999, by and between the Authority and the Trustee (as amended, the “Master Indenture”). Capitalized terms used herein which are not defined herein shall have the meanings set forth in the Indenture.

WHEREAS, on February 9, 1999 the Authority issued \$494,893,616.80 original aggregate principal amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A;

WHEREAS, on February 12, 2013 the Authority issued \$248,325,000 original aggregate principal amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A;

WHEREAS, the Authority has made a tender and exchange offer to the holders of the Series 1999A Bonds and the Series 2013A Bonds maturing on and after October 1, 2023, and the holders of certain of such bonds have elected to tender such bonds for purchase by the Authority, or to exchange such bonds for Series 2022A Bonds (such tendered or exchanged bonds, the “Tendered Bonds”);

WHEREAS, Section 2.08 of the Master Indenture provides that the Authority may issue Refunding Bonds from time to time for the purpose of providing funds to pay all or a portion of its outstanding Bonds;

WHEREAS, Section 2.09 of the Master Indenture provides that such Refunding Bonds may be issued for the purpose of paying or refunding all or a portion of the Tendered Bonds, and/or for the purpose of refunding and defeasing the outstanding Series 2013A Bonds maturing on October 1, 2022, provided that certain conditions are satisfied, including, among others, the requirement that Maximum Annual Debt Service following the issuance of such Refunding Bonds will not exceed the Maximum Annual Debt Service prior to such issuance;

WHEREAS, on June 21, 2012, the Authority issued its Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012, in the aggregate principal amount of \$83,710,000 pursuant to the Indenture as supplemented and amended by an Eighth Supplemental Trust Indenture, dated as of June 1, 2012 (the “Eighth Supplemental Indenture”);

WHEREAS, pursuant to Section 5.05(b) of the Eighth Supplemental Indenture, the consent of the Administrator (as defined in the Eighth Supplemental Indenture) shall not be required in connection with the issuance of Refunding Bonds pursuant to Sections 2.08 and 2.09

of the Master Indenture, provided that either (i) aggregate Debt Service on all Senior Lien Bonds Outstanding through the final maturity of the Series 2012 Bonds shall not be increased or (ii) Dedicated Revenues as calculated in accordance with Section 2.09 of the Master Indenture (adjusted as described in Section 5.05(a) of the Eighth Supplemental Indenture) are equal to at least 125% of Debt Service on Senior Lien Bonds in each Bond Year in which a Series 2012 Bond is Outstanding;

WHEREAS, the Authority desires to issue Refunding Bonds for the purpose of providing funds to pay the purchase price of, and thereby prepay or refund in full, or to exchange, the Tendered Bonds, and to refund and defease in full the outstanding Series 2013A Bonds maturing on October 1, 2022;

WHEREAS, Section 8.02 of the Master Indenture provides for the execution and delivery of Supplemental Indentures setting forth the terms of such Refunding Bonds; and

WHEREAS, the Authority now, by execution and delivery of this Twelfth Supplemental Indenture and in compliance with the provisions of the Indenture, sets forth the terms of its Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A, provides for the deposit and use of the proceeds of the Series 2022A Bonds and makes other provisions relating to the Series 2022A Bonds.

ARTICLE I

DEFINITIONS; INTERPRETATIONS

Section 1.01 *Definitions*. The following definitions shall apply to terms used in this Twelfth Supplemental Indenture unless clearly stated otherwise:

“*Accretion Period*” shall mean with respect to any Series 2022A Convertible Capital Appreciation Bond, the period from the date of delivery of such Series 2022A Convertible Capital Appreciation Bond through the Conversion Date.

“*Authorized Denominations*” shall mean, (i) with respect to the Series 2022A Bonds which are Current Interest Bonds, \$5,000 or any integral multiple thereof, (ii) with respect to the Series 2022A Bonds which are Capital Appreciation Bonds, denominations such that the Accreted Value of such Series 2022A Bonds as of the maturity date thereof shall equal \$5,000 or any integral multiple thereof, and (iii) with respect to the Series 2022A Convertible Capital Appreciation Bonds (a) on any date during the Accretion Period, denominations such that the Accreted Value on the Conversion Date shall equal \$5,000 or any integral multiple thereof, and (b) subsequent to the Accretion Period, denominations of \$5,000 or any integral multiple thereof.

“*Book-Entry Series 2022A Bonds*” shall mean the Series 2022A Bonds held by DTC (or its nominee) as the registered owner thereof pursuant to the terms and provisions of Section 2.05 hereof.

“*Cede & Co.*” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Book-Entry Series 2022A Bonds.

“*Conversion Date*” shall mean [October 1, 20__], the date of expiration of the Accretion Period.

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

“*Escrow Agreement*” shall mean the Escrow Agreement dated as of [_____ 1, 2022] between the Authority and the Trustee, as amended and supplemented from time to time in accordance therewith.

“*Escrow Fund*” shall mean the escrow fund established pursuant to the Escrow Agreement in which certain proceeds from the sale of the Series 2022A Bonds and certain other available funds under the Indenture shall be deposited and applied to the defeasance of certain Series 2013A Bonds pursuant to Section 4.02(c) hereof and the terms thereof.

“*Indenture*” shall mean the Master Trust Indenture dated as of January 1, 1999 between the Authority and the Trustee, as amended and supplemented from time to time (including by this Twelfth Supplemental Indenture) in accordance therewith.

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

“*Principal Payment Date*” shall mean (a) for Series 2022A Bonds that are Current Interest Bonds, October 1 in each of the years in which the principal amount of a Series 2022A Bonds that is a Current Interest Bond is due and payable, (b) for Series 2022A Bonds that are Capital Appreciation Bonds, October 1 of any year in which the Final Compounded Amount of any Series 2022A Bond that is a Capital Appreciation Bond is due and payable, and (c) for Series 2022A Convertible Capital Appreciation Bonds, October 1 of the year in which the principal amount or Final Compounded Amount of such Series 2022A Bond is due and payable.

“*Record Date*” shall mean March 15 for any April 1 Interest Payment Date and September 15 for any October 1 Interest Payment Date.

“*Registrar*” for purposes of this Twelfth Supplemental Indenture shall mean the Trustee.

“*Representation Letter*” shall mean the Blanket Letter of Representations dated December 18, 1998 from the Authority and the Trustee to DTC, or such similar letter or agreement filed with DTC from time to time.

“*Series 1999A Bonds*” shall mean the \$494,893,616.80 original aggregate principal amount of Bonds issued under the Master Indenture and the First Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A.”

“*Series 1999C Bonds*” shall mean the \$497,453,395.70 original aggregate principal amount of Bonds issued under the Master Indenture and the Third Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C”.

“*Series 2012 Bonds*” shall mean the \$83,710,000 original aggregate principal amount of Bonds issued under the Master Indenture and the Eighth Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012”.

“*Series 2013A Bonds*” shall mean the \$248,325,000 original aggregate principal amount of Bonds issued under the Master Indenture and the Ninth Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A”.

“*Series 2022A Bond Insurance Policy*” shall mean the municipal bond insurance policy issued by the Series 2022A Bond Insurer insuring, as provided therein, the payment when due of the principal of and interest on the Series 2022A Insured Bonds.

“*Series 2022A Bond Insurer*” shall mean [_____], a [_____] insurance company, and its successors and assigns. The Series 2022A Bond Insurer shall constitute a Bond Insurer as such term is defined in the Indenture.

“*Series 2022A Bonds*” shall mean the \$[_____] aggregate principal amount and Initial Amount of Bonds issued under the Master Indenture and this Twelfth Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A”.

“*Series 2022A Convertible Capital Appreciation Bonds*” shall mean the Series 2022A Bonds designated as “Convertible Capital Appreciation Bonds” pursuant to Section 2.01 of this Twelfth Supplemental Indenture and issued pursuant to Sections 2.01 and 2.03 of this Twelfth Supplemental Indenture.

“*Series 2022A Costs of Issuance Fund*” shall mean the fund by that name created in Section 4.01(a) of this Twelfth Supplemental Indenture.

“*Series 2022A Debt Service Fund*” shall mean the fund by that name created in Section 4.01(b) of this Twelfth Supplemental Indenture and into which money shall be deposited to pay debt service on the Series 2022A Bonds.

“*Series 2022A Debt Service Reserve Account*” shall mean the account by that name created in the Debt Service Reserve Fund pursuant to Section 4.01 of this Twelfth Supplemental Indenture.

“*Series 2022A Debt Service Reserve Surety Policy*” shall mean the municipal bond debt service reserve insurance policy issued by the Series 2022A Bond Insurer to be deposited in the Series 2022A Debt Service Reserve Account with the face amount of \$[_____] , which is the Debt Service Reserve Requirement applicable to the Series 2022A Bonds on the date of issuance of the Series 2022A Bonds pursuant to Section 4.04 of this Twelfth Supplemental Indenture.

“*Series 2022A Insured Bonds*” shall mean all the Series 2022A Bonds maturing on October 1 in the years [_____].

“*Series 2022A Rebate Fund*” shall mean the fund by that name created and maintained pursuant to Article V of this Twelfth Supplemental Indenture.

“*Series 2022B Bonds*” shall mean the \$[_____] aggregate principal amount and Initial Amount of Bonds issued under the Master Indenture and the Thirteenth Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B”.

“*Tax Certificate*” shall mean the [Tax and Nonarbitrage Certificate] executed by the Authority, dated the date of issuance of the Series 2022A Bonds, as amended and supplemented from time to time.

“*Thirteenth Supplemental Indenture*” shall mean the Thirteenth Supplemental Trust Indenture dated as of [_____] 1, 2022], between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Indenture.

“*Twelfth Supplemental Indenture*” shall mean this Twelfth Supplemental Trust Indenture dated as of [_____] 1, 2022], between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Indenture.

Section 1.02 ***Incorporation of Definitions Contained in the Indenture.*** Except as otherwise provided in Section 1.01 of this Twelfth Supplemental Indenture, all capitalized words, terms and phrases used in this Twelfth Supplemental Indenture shall have the same meanings herein as 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 Twelfth Supplemental Indenture.

ARTICLE II

THE SERIES 2022A BONDS

Section 2.01 ***Designation of the Series 2022A Bonds; Principal Amount and Initial Amount.*** There is hereby authorized and created a Series of Bonds, designated as the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A” to be issued in the aggregate principal amount and Initial Amount of \$[_____]. Said Bonds shall consist of “Current Interest Bonds”, “Capital Appreciation Bonds” and “Convertible Capital Appreciation Bonds”.

Section 2.02 ***Bonds Under The Indenture; Security; Parity.*** The Series 2022A Bonds are issued under and subject to the terms of the Indenture, shall be Senior Lien Bonds as defined pursuant to the Indenture and are secured by and payable from the Trust Estate in accordance with the terms of the Indenture. The Series 2022A Bonds shall be on a parity with the outstanding Series 1999A Bonds, Series 1999C Bonds, Series 2012 Bonds, Series 2013A Bonds, Series 2022B Bonds and any other Senior Lien Bonds issued under the Indenture, as and to the extent provided in the Indenture. The Series 2022A Bonds are being issued to pay the purchase price of, and thereby prepay or refund in full, the Tendered Bonds, and to refund the outstanding Series 2013A Bonds maturing on October 1, 2022.

Section 2.03 *Terms of the Series 2022A Bonds.* The Series 2022A Bonds shall, upon initial issuance, be dated their date of initial delivery. The Series 2022A Bonds shall be issued only in Authorized Denominations. The Series 2022A Bonds that are Capital Appreciation Bonds shall be substantially in the form of Exhibit A, which exhibit is a part of this Twelfth Supplemental Indenture. The Series 2022A Bonds that are Current Interest Bonds shall be substantially in the form of Exhibit B, which exhibit is a part of this Twelfth Supplemental Indenture. The Series 2022A Bonds that are Series 2022A Convertible Capital Appreciation Bonds shall be substantially in the form of Exhibit C, which exhibit is a part of this Twelfth Supplemental Indenture. The Series 2022A Bonds shall be executed, on behalf of the Authority, by either the Chief Executive Officer or Chief Financial Officer of the Authority and such signature may be a facsimile.

The Final Compounded Amount of the Series 2022A Bonds that are Capital Appreciation Bonds shall be paid on the applicable Principal Payment Date.

(a) *Current Interest Bonds.* Each Series 2022A Bond that is a Current Interest Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2022A Bond shall bear interest from such 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 2022A Bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date, in which event such Series 2022A Bond shall bear interest from its date of initial delivery. If interest on the Series 2022A Bonds shall be in default, Series 2022A Bonds issued in exchange for Series 2022A Bonds surrendered for transfer or exchange pursuant to the Indenture shall bear interest from the Interest Payment Date to which interest has been paid in full on the Series 2022A Bonds surrendered to their maturity date or date fixed for redemption.

Interest on the Series 2022A Bonds that are Current Interest Bonds shall be paid on each Interest Payment Date. Principal on the Series 2022A Bonds that are Current Interest Bonds shall be paid on the applicable Principal Payment Date. Interest on the Series 2022A Bonds shall be calculated on the basis of a year of 360 days and twelve (12) thirty (30)-day months.

The Series 2022A Bonds that are Current Interest Bonds shall mature, subject to redemption, in the years and in the principal amounts and shall bear interest at the rates, as set forth in the following schedule:

Maturity Date (October 1)	Principal Amount (\$)	Interest Rate (%)
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<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>
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Under the Indenture, the Series 2022A Bonds that are Current Interest Bonds shall constitute “Current Interest Bonds.”

(b) *Capital Appreciation Bonds.* The Series 2022A Bonds that are Capital Appreciation Bonds shall be in the Initial Amounts and shall mature, subject to prior redemption, in the years and in the Final Compounded Amounts and shall accrete interest at the rates, as set forth in the following schedule:

<u>Maturity Date</u> <u>(October 1)</u>	<u>Initial</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>	<u>Final Compounded</u> <u>Amount (\$)</u>
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Under the Indenture, the Series 2022A Bonds that are Capital Appreciation Bonds shall constitute “Capital Appreciation Bonds.”

Interest on the Series 2022A Bonds that are Capital Appreciation Bonds shall accrue, but shall not be payable until maturity or prior redemption, at the applicable rate set forth above, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2022]. The Accreted Value with respect to the Series 2022A Bonds that are Capital Appreciation Bonds on October 1 and April 1 of each year shall be as set forth on the Accreted Value Table attached hereto as Exhibit D, which is part of this Twelfth Supplemental Indenture. The Accreted Value with respect to the Series 2022A Bonds that are Capital Appreciation Bonds on any date other than October 1 and April 1 of any year shall be calculated by the Trustee using straight line interpolation, which calculation will be binding absent manifest error.

(c) *Series 2022A Convertible Capital Appreciation Bonds.* The Series 2022A Convertible Capital Appreciation Bonds shall be in the Initial Amounts, shall bear interest at the rates, shall have the Accreted Values as of the Conversion Date and shall mature in the years and in the principal amounts set forth in the following schedule:

<u>Maturity Date</u> <u>(October 1)</u>	<u>Initial</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>	<u>Accreted Value as</u> <u>of Conversion</u> <u>Date (\$)</u>	<u>Principal Amount at</u> <u>Maturity (\$)</u>
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Under the Master Indenture, (i) during the Accretion Period, the Series 2022A Convertible Capital Appreciation Bonds shall constitute “Capital Appreciation Bonds” and (ii) subsequent to the Accretion Period, the Series 2022A Convertible Capital Appreciation Bonds shall constitute “Current Interest Bonds.”

During the Accretion Period, interest on the Series 2022A Convertible Capital Appreciation Bonds shall accrue, but shall not be payable, at the applicable rate set forth above, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2022]. The Accreted Value with respect to the Series 2022A Convertible Capital Appreciation Bonds on each October 1 and April 1 prior to the Conversion Date shall be as set forth on the Accreted Value Table attached as Exhibit E, which is part of this Twelfth Supplemental Indenture. Prior to the Conversion Date, the Accreted Value with respect to the Series 2022A Convertible Capital Appreciation Bonds on any date other than October 1 and April 1 shall be calculated by the Trustee using straight line interpolation, which calculation will be binding absent manifest error.

Subsequent to the Accretion Period, each Series 2022A Convertible Capital Appreciation Bond shall bear interest on the Accreted Value as of the Conversion Date (*i.e.*, the principal amount), at the applicable rate set forth above. Such interest shall be calculated on the basis of a year of 360 days and twelve 30-day months. Each Series 2022A Convertible Capital Appreciation Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2022A Convertible Capital Appreciation Bond shall bear interest from such 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 2022A Convertible Capital Appreciation Bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date following the Conversion Date, in which event such Series 2022A Convertible Capital Appreciation Bond shall bear interest from the Conversion Date. If interest on the Series 2022A Convertible Capital Appreciation Bonds shall be in default, Series 2022A Convertible Capital Appreciation Bonds issued in exchange for Series 2022A Convertible Capital Appreciation Bonds surrendered for transfer or exchange

pursuant to the Master Indenture shall bear interest from the Interest Payment Date to which interest has been paid in full on the Series 2022A Convertible Capital Appreciation Bonds surrendered.

(d) *Payments.*

Payment of principal of the Series 2022A Bonds that are Current Interest Bonds shall be made upon surrender of such Series 2022A Bonds to the Trustee. Payment of interest on the Series 2022A Bonds that are Current Interest Bonds which are not Book-Entry Series 2022A Bonds shall be paid by check or draft 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 registration books of the Registrar. Payment of interest on Book-Entry Series 2022A Bonds shall be made as provided in Section 2.05 hereof. Payment of the Final Compounded Amount or the redemption price of the Series 2022A Bonds that are Capital Appreciation Bonds shall be made upon surrender of such Series 2022A Bonds to the Trustee. The payment of interest on the Series 2022A Convertible Capital Appreciation Bonds subsequent to the Conversion Date that are, in each case, Book-Entry Series 2022A Bonds shall be made as provided in Section 2.05 hereof. Payment of interest on the Series 2022A Convertible Capital Appreciation Bonds subsequent to the Conversion Date that are not, in each case, Book-Entry Series 2022A Bonds shall be paid by check or draft 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 registration books of the Registrar. All payments in respect of the Series 2022A Bonds shall be made by the Authority in lawful money of the United States of America.

If the principal of or interest on (or Accreted Value of) a Series 2022A Bond becomes due and payable, but shall not have been paid when due, and no provision is made for its payment, then interest on overdue principal (or overdue Accreted Value) and, to the extent lawful, on overdue interest will accrue at the rate applicable to such Series 2022A Bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture and in this Twelfth Supplemental Indenture).

Section 2.04 *Exchange of Series 2022A Bonds.* Series 2022A Bonds which are delivered to the Registrar for exchange pursuant to the Indenture may be exchanged for an equal total principal amount or Initial Amount, as applicable, of Series 2022A Bonds of the same type, interest rate and maturity date in Authorized Denominations.

Section 2.05 *Book-Entry Series 2022A Bonds.*

(a) Upon initial issuance, the registered owner of all of the Series 2022A Bonds shall be DTC. Payment of the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, any Series 2022A 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 Record Date or special record date for Cede & Co. in the registration books of the Registrar.

(b) The Series 2022A Bonds shall be initially issued in the form of a separate single authenticated fully registered Series 2022A Bond for each separate stated maturity with the same interest rate. Upon initial issuance, the ownership of such Series 2022A Bonds shall be registered in the registration books of the Registrar in the name of Cede & Co., as nominee of DTC. The Trustee, the Registrar, the Series 2022A Bond Insurer and the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2022A Bonds registered in its name for the purposes of payment of the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, the Series 2022A Bonds, selecting the Series 2022A Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to the holders of the Series 2022A Bonds under the Indenture, registering the transfer of Series 2022A Bonds, and, subject to Section 6.05 hereof, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and none of the Trustee, the Registrar, the Series 2022A Bond Insurer or the Authority shall be affected by any notice to the contrary. None of the Trustee, the Registrar, the Series 2022A Bond Insurer or the Authority shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Series 2022A Bonds under or through DTC or any Participant, or any other person who 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 or the Final Compounded Amount and the redemption price of, and interest on, as applicable, the Series 2022A Bonds; any notice which is permitted or required to be given to the holders of the Series 2022A Bonds under the Indenture; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2022A Bonds; any consent given or other action taken by DTC as Bondholder; or any other purpose. The Trustee shall pay the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, the Series 2022A Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, the Series 2022A Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Series 2022A Bond evidencing the obligation of the Authority to make payments of the principal or the Final Compounded Amount and the redemption price, and interest, as applicable, 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 word "Cede & Co." in this Twelfth Supplemental Indenture shall refer to such new nominee of DTC.

(c) Notwithstanding any other provision of the Indenture to the contrary, so long as any Series 2022A Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, such Series 2022A Bond and all notices with respect to such Series 2022A Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(d) Subject to Section 6.05 hereof, in connection with any notice or other communication to be provided to the holders of the Series 2022A Bonds pursuant to the 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.

(e) NONE OF THE AUTHORITY, THE CITY OF LOS ANGELES, THE CITY OF LONG BEACH, THE REGISTRAR, THE SERIES 2022A BOND INSURER OR 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 THE FINAL COMPOUNDED AMOUNT AND THE REDEMPTION PRICE OF, AND INTEREST ON, AS APPLICABLE, THE SERIES 2022A 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 2022A BONDS.

ARTICLE III

REDEMPTION

Section 3.01 *Notices to Bondholders.* The Trustee shall give notice of redemption (which, in the case of optional redemption, may be conditional), in the name of the Authority, to Bondholders of the Series 2022A Bonds to be redeemed pursuant to this Article III at least thirty (30) days (or at least twenty (20) days for Book-Entry Series 2022A Bonds) but not more than sixty (60) days before each date fixed for redemption. The Trustee shall send such notices of redemption by first class mail (or with respect to the Series 2022A Bonds held by DTC, in accordance with DTC operating procedures) to each owner of a Series 2022A Bond to be redeemed; each such notice shall be sent to the owner's registered address.

Each notice of redemption shall specify the Series 2022A Bonds to be redeemed, the date of issue, the maturity date thereof, if less than all Series 2022A Bonds of a maturity are called for redemption, the numbers of the Series 2022A Bonds, the principal amount or Initial Amount, as applicable, and the CUSIP numbers assigned to the Series 2022A Bonds to be redeemed, the principal or Accreted Value, as applicable, to be redeemed and the interest rate applicable to the Series 2022A Bonds to be redeemed, the date fixed for redemption, the redemption price, the place or places of payment, the Trustee's or Paying Agent's name, that payment will be made upon presentation and surrender of the Series 2022A Bonds to be redeemed to the Trustee, that interest, if any, accrued to the date fixed for redemption and not paid will be paid as specified in said notice, and that on and after said date interest thereon will cease to accrue on the Series 2022A Bonds called for redemption, to the extent that moneys for payment of the redemption price, including accrued interest to the date fixed for redemption, are being held in trust by the Trustee therefor. In the case of optional redemptions pursuant to Section 3.02 of this Twelfth Supplemental Indenture, each such notice shall further state that the proposed redemption is conditioned on there being on deposit in the applicable account, on the date fixed for redemption, sufficient money to pay the full redemption price, plus accrued but unpaid interest to the date fixed for redemption, or the Accreted Value, as applicable, of the Series 2022A Bonds to be redeemed.

Failure to give any required notice of redemption as to any particular Series 2022A Bonds will not affect the validity of the call for redemption of any other Series 2022A Bonds with respect to which such failure does not occur. Any notice sent as provided herein will be conclusively presumed to have been given whether or not actually received by the addressee. When notice of redemption is given, Series 2022A Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price; provided that, in the case of optional redemption, sufficient money to pay the full redemption price of the Series 2022A Bonds to be redeemed is on deposit in the applicable account on the date fixed for redemption. In the event that funds are deposited by the Authority with the Paying Agent sufficient for redemption, interest on the Series 2022A Bonds to be redeemed will cease to accrue as of the date fixed for redemption.

Section 3.02 [Optional Redemption of the Series 2022A Bonds. The Series 2022A Bonds that are Current Interest Bonds maturing on or before [October 1, 20__] are not subject to optional redemption, and the Series 2022A Bonds that are Current Interest Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the principal amount of such Series 2022A Bonds so redeemed plus accrued interest to the date fixed for redemption, without premium.]

[The Series 2022A Bonds that are Capital Appreciation Bonds maturing on and after [October 1, 20__] are not subject to optional redemption, and the Series 2022A Bonds that are Capital Appreciation Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022A Bonds as of the date fixed for redemption.]

[The Series 2022A Convertible Capital Appreciation Bonds maturing on or before [October 1, 20__] are not subject to optional redemption, and the Series 2022A Convertible Capital Appreciation Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022A Convertible Capital Appreciation Bonds as of the date fixed for redemption.]

Section 3.03 [Mandatory Redemption of the Series 2022A Bonds. [The Series 2022A Bonds that are Current Interest Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:]

Mandatory Redemption Date
(October 1)

Principal Amount to be
Redeemed

†
_____†
Maturity

[The Series 2022A Bonds that are Capital Appreciation Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective Accreted Values set forth below, in each case at a redemption price equal to the Accreted Value thereof as of the date fixed for redemption:]

Mandatory Redemption Date
(October 1)

Accreted Value to be
Redeemed

†
_____†
Maturity

[The Series 2022A Bonds that are Convertible Capital Appreciation Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective [principal amounts] set forth below, in each case at a redemption price equal to the [principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption]:]

Mandatory Redemption Date
(October 1)

Principal Amount to be
Redeemed

†
_____†
Maturity

Section 3.04 ***Extraordinary Redemption of the Series 2022A Bonds.*** The Series 2022A Bonds are subject to extraordinary redemption as provided in the Indenture.

Section 3.05 ***Payment of Series 2022A Bonds Called for Redemption.*** Upon surrender to the Trustee, Series 2022A Bonds called for redemption shall be paid at the redemption price stated in the notice, plus, when applicable, interest accrued to the date fixed for redemption.

Section 3.06 ***Selection of Series 2022A Bonds for Optional Redemption; Series 2022A Bonds Redeemed in Part.*** Series 2022A Bonds may be selected for optional redemption by the Authority pursuant to Section 3.02 hereof, in whole or in part, in such order of maturity as the

Authority may direct and within a maturity by lot, selected in such manner as the Trustee may deem appropriate (subject, with respect to Series 2022A Bonds held by DTC, to DTC's operational requirements); provided that Series 2022A Bonds may be redeemed only in Authorized Denominations. Upon surrender of a Series 2022A Bond to be redeemed in part only, the Trustee will authenticate for the holder a new Series 2022A Bond or Series 2022A Bonds of the same maturity equal in principal amount or Initial Amount, as applicable, to the unredeemed portion of the Series 2022A Bond surrendered.

Section 3.07 *Effect of Call for Redemption.* On the date so designated for redemption, notice having been given in the manner and under the conditions provided herein and moneys for payment of the redemption price, including, when applicable, accrued interest to the date fixed for redemption, being held in trust to pay the redemption price, (a) the Series 2022A Bonds so called for redemption shall become due and payable on the date fixed for redemption, (b) interest on such Series 2022A Bonds shall cease to accrue from and after such date fixed for redemption, (c) such Series 2022A Bonds shall cease to be entitled to any lien, benefit or security under the Indenture and (d) the owners of such Series 2022A Bonds shall have no rights in respect thereof except to receive payment of the redemption price. Series 2022A Bonds which have been duly called for redemption under the provisions of this Article III and for which moneys for the payment of the redemption price thereof, together with interest accrued to the date fixed for redemption, shall have been set aside and held in trust for the holders of the Series 2022A Bonds to be redeemed, all as provided in this Twelfth Supplemental Indenture, shall not be deemed to be Outstanding under the provisions of the Indenture.

ARTICLE IV

ESTABLISHMENT OF FUNDS AND ADMINISTRATION THEREOF

Section 4.01 *Establishment of Funds and Accounts.* There is hereby established within the Debt Service Reserve Fund established pursuant to Section 3.02(c) of the Master Indenture, the Series 2022A Debt Service Reserve Account, to be held and administered by the Trustee in accordance with the Indenture and Section 4.04 of this Twelfth Supplemental Indenture. In addition, the following funds are hereby established pursuant to Section 3.02 of the Master Indenture, each of which shall be held and administered by the Trustee as set forth herein:

(a) The Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds Costs of Issuance Fund, Series 2022A (the "Series 2022A Costs of Issuance Fund"); and

(b) The Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds Debt Service Fund, Series 2022A (the "Series 2022A Debt Service Fund"), which shall contain an Interest Account, a Principal Account and a Redemption Account for purposes of the Indenture.

Section 4.02 *Application of Funds.* The net proceeds of the sale of the Series 2022A Bonds, being the amount of \$[_____] [(of which \$[_____] shall be paid directly by the

initial purchasers to the Series 2022A Bond Insurer for the issuance of the Series 2022A Bond Insurance Policy and the Series 2022A Debt Service Reserve Surety Policy)], shall be received by the Trustee and be deposited as follows:

(a) the sum of \$[_____] shall be deposited by the Trustee into the principal payment account of the Series 1999A Bonds to be used, together with funds held under the Indenture and available for such purpose, to pay and refund the Tendered Bonds that are Series 1999A Bonds.

(b) the sum of \$[_____] shall be deposited by the Trustee into the principal payment account of the Series 2013A Bonds to be used, together with funds held under the Indenture and available for such purpose, to pay and refund the Tendered Bonds that are Series 2013A Bonds.

(c) the sum of \$[_____] shall be deposited by the Trustee into the Escrow Fund established pursuant to the Escrow Agreement to be used, together with funds held under the Indenture and available for such purpose, to defease the outstanding Series 2013A Bonds maturing on October 1, 2022, as provided in the Escrow Agreement.

(d) the sum of \$[_____] shall be deposited by the Trustee into the Series 2022A Debt Service Reserve Account.

(e) the balance (being \$[_____] shall be deposited by the Trustee into the Series 2022A Costs of Issuance Fund.

Section 4.03 *Series 2022A Debt Service Fund.* The Trustee shall withdraw funds and make payments from the Revenue Fund for deposit in the Series 2022A Debt Service Fund at the times and in the amounts required by Section 3.03(a) - FIRST of the Master Indenture in respect of the Series 2022A Bonds. With the funds made available to it pursuant to Section 3.03 of the Master Indenture for such purpose, the Trustee shall make deposits or transfers into the Series 2022A Debt Service Fund as follows:

(a) *Interest Account.* The Trustee shall deposit or transfer into the Interest Account of the Series 2022A Debt Service Fund amounts, as provided in the Master Indenture pursuant to Section 3.03(a) and this Twelfth Supplemental Indenture, to be used to pay interest due on the Series 2022A Bonds that are Current Interest Bonds. The Trustee shall also deposit into the Interest Account any other amounts deposited with it for deposit in such Interest Account or transferred from other funds and accounts for deposit therein. Earnings on amounts in the Interest Account shall be credited to such account.

(b) *Principal Account.* The Trustee shall deposit or transfer into the Principal Account of the Series 2022A Debt Service Fund amounts, as provided pursuant to Section 3.03(a) of the Master Indenture and this Twelfth Supplemental Indenture, to be used to pay the principal amount or the Final Compounded Amount of the Series 2022A Bonds at maturity. The Trustee shall also deposit into the Principal Account any other amounts deposited with it for deposit into such Principal Account or transferred from other funds and accounts for deposit therein. Earnings on amounts in the Principal Account shall be credited to such account.

(c) *Redemption Account.* The Trustee shall deposit or transfer into the Redemption Account of the Series 2022A Debt Service Fund amounts required or, in the case of optional redemption, amounts as instructed by or as received from the Authority, as provided pursuant to Section 3.03(a) of the Master Indenture and this Twelfth Supplemental Indenture, to be used to pay the redemption price of Series 2022A Bonds being redeemed as provided in Section 2.12 of the Master Indenture and Sections 3.02 and 3.03 of this Twelfth Supplemental Indenture. The Trustee shall also deposit into the Redemption Account any other amounts deposited with it for deposit into the Redemption Account or transferred from other funds and accounts for deposit therein. Earnings on amounts in the Redemption Account shall be credited to such account, and any remaining earnings or other amounts therein following the applicable date fixed for redemption shall be withdrawn by the Trustee on the Business Day following such date fixed for redemption and deposited into the Revenue Fund, unless an Event of Default exists under the Indenture, in which event the earnings shall be retained in such Redemption Account.

Pursuant to Section 3.11 of the Master Indenture, amounts on deposit in the Series 2022A Debt Service Fund and the accounts therein may be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.

Section 4.04 *Series 2022A Debt Service Reserve Account.* As a condition of issuance of the Series 2022A Bonds, the amount set forth in Section 4.02(d) shall be deposited in the Series 2022A Debt Service Reserve Account of the Debt Service Reserve Fund so that the amount credited thereto will be equal to the Debt Service Reserve Requirement for the Series 2022A Bonds. In the event that a Debt Service Reserve Surety Policy shall be deposited in the Series 2022A Debt Service Reserve Account as provided in Section 3.05(c) of the Master Indenture, then any amounts in the Series 2022A Debt Service Reserve Account in excess of the Debt Service Reserve Requirement resulting from such deposit shall be transferred to the Series 2022A Debt Service Fund, unless an Event of Default exists under the Indenture, in which event the excess amounts shall be retained in the Series 2022A Debt Service Reserve Account, as provided in Section 3.05(d) of the Master Indenture.

The Trustee is authorized and directed to enter into the Series 2022A Debt Service Reserve Surety Policy in its capacity as Trustee under the Indenture and all provisions in the Indenture relating to the rights, privileges, powers and protections of the Trustee shall apply with equal force and effect to all actions taken or not taken by the Trustee in connection with the performance of any duties or responsibilities of the Trustee with respect to or under the Series 2022A Debt Service Reserve Surety Policy.

Section 4.05 *Series 2022A Costs of Issuance Fund.* There shall be deposited into the Series 2022A Costs of Issuance Fund the amount provided in Section 4.02(e) above. The Trustee shall make payments or disbursements from the Series 2022A Costs of Issuance Fund, if any, to pay Costs of Issuance relating to the Series 2022A Bonds upon receipt from the Authority of a Requisition meeting the requirements of Section 3.13 of the Master Indenture. Pursuant to Section 3.11 of the Master Indenture, amounts on deposit in the Series 2022A Costs of Issuance Fund may be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments. Subject to Section 3.11 of the Master Indenture, earnings on amounts in the Series 2022A Costs of Issuance Fund shall be retained therein. Upon the Trustee's receipt of written instructions from an Authorized Authority Representative, all amounts remaining on

deposit in the Series 2022A Costs of Issuance Fund shall be transferred to the Series 2022A Debt Service Fund, and the Trustee shall close the Series 2022A Costs of Issuance Fund.

ARTICLE V

TAX COVENANTS

The Authority hereby agrees that it will execute the Tax Certificate with respect to the Series 2022A Bonds. There is hereby created and established by the Authority the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds Rebate Fund, Series 2022A” (the “Series 2022A Rebate Fund”) to be held and administered by the Authority. Notwithstanding any other provision contained herein relating to the deposit of investment earnings on amounts on deposit in any fund or account hereunder, at the written direction of the Authority, any earnings which are subject to a federal tax or rebate requirement, as provided in the Tax Certificate, shall be deposited in the Series 2022A Rebate Fund for that purpose.

ARTICLE VI

SERIES 2022A BOND INSURANCE POLICY; SERIES 2022A DEBT SERVICE RESERVE SURETY POLICY; ADDITIONAL COVENANTS FOR THE BENEFIT OF THE SERIES 2022A BOND INSURER

Section 6.01 *Application of Article VI.*

(a) All provisions herein regarding rights, consents, approvals, directions, appointments or requests by the Series 2022A Bond Insurer shall be deemed to not require or permit such consents, approvals, directions, appointments or requests by the Series 2022A Bond Insurer and shall be read as if the Series 2022A Bond Insurer were not mentioned therein, during any time in which: (i) the Series 2022A Bond Insurer is in default in its obligation to make payments under (A) the Series 2022A Bond Insurance Policy when due, (B) the Series 2022A Debt Service Reserve Surety Policy when due, or (C) any other municipal bond insurance policy or debt service reserve surety policy issued by the Series 2022A Bond Insurer when due and such failure shall continue for 30 days unless the obligation of the Series 2022A Bond Insurer to pay is being contested by the Series 2022A Bond Insurer in good faith by appropriate proceedings; (ii) the Series 2022A Bond Insurance Policy or the Series 2022A Debt Service Reserve Surety Policy shall at any time for any reason cease to be valid and binding on the Series 2022A Bond Insurer, or shall be declared to be null and void, in each case by a final, non-appealable order of a court of competent jurisdiction, or the validity or enforceability of any provision thereof is being contested by the Series 2022A Bond Insurer or any governmental agency or authority acting as a receiver or similar capacity for the Series 2022A Bond Insurer, or if the Series 2022A Bond Insurer is denying further liability or obligation under the Series 2022A Bond Insurance Policy or Series 2022A Debt Service Reserve Surety Policy; (iii) a proceeding has been instituted in a court having jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect of the Series 2022A Bond Insurer under Article 16 of the Insurance Law of the State of New York or any successor provision thereto or similar provision of law and such proceeding is not terminated for a period

of 90 consecutive days or such court enters an order granting the relief sought in such proceeding; or (iv) the Series 2022A Insured Bonds are no longer Outstanding and any amounts due or to become due to the Series 2022A Bond Insurer have been paid in full; provided that to the extent that the Series 2022A Bond Insurer has made any payment of principal of or interest on the Series 2022A Bonds under the Series 2022A Bond Insurance Policy or the Series 2022A Debt Service Reserve Surety Policy, it shall retain its rights of subrogation and reimbursement under this Twelfth Supplemental Indenture.

(b) Subject to Subsection 6.01(a) hereof, the covenants of the Authority in this Article VI are solely for the benefit of the Series 2022A Bond Insurer and can be modified or waived in whole or in part by the Series 2022A Bond Insurer or otherwise agreed to between the Authority and the Series 2022A Bond Insurer without the consent of the Trustee and the Holders of the Bonds. The failure by the Authority to comply with any such covenants in this Article VI shall constitute an Event of Default under the provisions of the Indenture if, and only if, the Series 2022A Bond Insurer gives a written notice of such failure to the Trustee and to the Authority, notwithstanding anything in the Indenture to the contrary.

Section 6.02 *Provisions Relating to the Series 2022A Bond Insurance Policy.* As long as the Series 2022A Bond Insurance Policy shall be in full force and effect and the Series 2022A Bond Insurer is not in default of its obligation to make payments thereunder, the Authority, the Trustee and any Paying Agent hereby agree to comply with the following provisions:

(a) If, on the third Business Day prior to the related scheduled interest payment date or principal payment date (“Payment Date”) on the Series 2022A Insured Bonds, there is not on deposit with the Trustee, after making all transfers and deposits required under the Indenture, moneys sufficient to pay the principal of and interest on the Series 2022A Insured Bonds due on such Payment Date, the Trustee shall give notice to the Series 2022A Bond Insurer and to its designated agent (if any) (the “Series 2022A Bond Insurer’s Fiscal Agent”) by telephone or teletype of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2022A Insured Bonds due on such Payment Date, the Trustee shall make a claim under the Series 2022A Bond Insurance Policy and give notice to the Series 2022A Bond Insurer and the Series 2022A Bond Insurer’s Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2022A Insured Bonds and the amount required to pay principal of the Series 2022A Insured Bonds, confirmed in writing to the Series 2022A Bond Insurer and the Series 2022A Bond Insurer’s Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Series 2022A Bond Insurance Policy.

(b) The Trustee shall designate any portion of payment of principal on Series 2022A Insured Bonds paid by the Series 2022A Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2022A Insured Bonds registered to the then current Holder of the Series 2022A Insured Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2022A Bond to the Series 2022A Bond Insurer, registered in the name of

[BOND INSURER NAME] in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Series 2022A Insured Bond shall have no effect on the amount of principal or interest payable by the Authority on any Series 2022A Insured Bond or the subrogation rights of the Series 2022A Bond Insurer.

(c) The Trustee shall keep a complete and accurate record of all funds deposited by the Series 2022A Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2022A Insured Bond. The Series 2022A Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(d) Upon payment of a claim under the Series 2022A Bond Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of holders of the Series 2022A Insured Bonds, which is referred to herein as the "Policy Payments Account," and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Series 2022A Bond Insurance Policy in trust on behalf of Holders of the Series 2022A Insured Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Holders of the Series 2022A Insured Bonds in the same manner as principal and interest payments are to be made with respect to the Series 2022A Bonds under the sections of the Indenture regarding payment of Senior Lien Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

(e) Notwithstanding anything in the Indenture to the contrary, the Authority agrees to pay to the Series 2022A Bond Insurer: (i) a sum equal to the total of all amounts paid by the Series 2022A Bond Insurer under the Series 2022A Bond Insurance Policy (the "Insurer Advances"), which Insurer Advances shall be payable with monies deposited into the Series 2022A Debt Service Fund pursuant to Section 3.03(a) paragraph FIRST of the Indenture; and (ii) interest on such Insurer Advances from the date paid by the Series 2022A Bond Insurer until payment thereof in full, payable to the Series 2022A Bond Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"), which Insurer Reimbursement Amounts shall be payable as Financing Fees with monies deposited pursuant to Section 3.03(a) paragraph THIRD of the Indenture. "Late Payment Rate" means the lesser of: (A) the greater of (I) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (II) the then applicable highest rate of interest on the Series 2022A Insured Bonds, and (B) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.

(f) Funds held-in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any

funds remaining in the Policy Payments Account following a Payment Date of the Series 2022A Insured Bonds shall promptly be remitted to the Series 2022A Bond Insurer.

Section 6.03 *Provisions Relating to the Series 2022A Debt Service Reserve Surety Policy.*

(a) The Trustee shall ascertain the necessity for making a claim upon the Series 2022A Debt Service Reserve Surety Policy in accordance with the provisions of subparagraph (d) hereof and shall provide notice to the Series 2022A Bond Insurer in accordance with the terms of the Series 2022A Debt Service Reserve Surety Policy at least five (5) Business Days prior to each date upon which interest or principal is due on the Series 2022A Bonds. Where deposits are required to be made by the Authority with the Trustee to the Series 2022A Debt Service Fund more often than semi-annually, the Trustee shall give notice to the Series 2022A Bond Insurer of any failure of the Authority to make timely payment in full of such deposits within two Business Days of the due date.

(b) The Authority shall repay, or cause to be repaid, any draws under the Series 2022A Debt Service Reserve Surety Policy and pay all related reasonable expenses incurred by the Series 2022A Bond Insurer and shall pay interest thereon from the date of payment by the Series 2022A Bond Insurer at the Late Payment Rate, which amounts shall be payable as a Debt Service Reserve Surety Repayment Obligation pursuant to Section 3.03(c) of the Indenture. “Late Payment Rate means the lesser of: (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2022A Bonds, and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Series 2022A Bond Insurer shall specify.

If the interest provisions of this subparagraph (b) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Series 2022A Bond Insurer, with the same force and effect as if the Authority had specifically designated such extra sums to be so applied and the Series 2022A Bond Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

(c) Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, “Policy Costs”) shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Policy Costs constitute Debt Service Reserve Surety Repayment Obligations with respect to the Series 2022A Debt Service Reserve Surety Policy and shall be paid as provided in Section 3.03(c) of the Master Indenture.

Amounts in respect of Policy Costs paid to the Series 2022A Bond Insurer shall be credited: first to interest due, then to the expenses due, and then to principal due. As and to the extent that payments are made to the Series 2022A Bond Insurer on account of principal due, the coverage under the Series 2022A Debt Service Reserve Surety Policy will be increased by a like amount, subject to the terms of the Series 2022A Debt Service Reserve Surety Policy.

(d) All cash and investments in the Series 2022A Debt Service Reserve Account shall be transferred by the Trustee to the Series 2022A Debt Service Fund for payment of debt service on the Series 2022A Bonds before any drawing may be made on the Series 2022A Debt Service Reserve Surety Policy or any other credit facility credited to the Series 2022A Debt Service Reserve Account in lieu of cash (a “Credit Facility”). Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Series 2022A Debt Service Reserve Surety Policy) on which there is available coverage shall be made by the Trustee on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Series 2022A Debt Service Reserve Account, payment of Policy Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Series 2022A Debt Service Reserve Account. For the avoidance of doubt, “available coverage” means the coverage then available for disbursement pursuant to the terms of the applicable Credit Facility without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(e) The Indenture shall not be discharged until all Policy Costs owing to the Series 2022A Bond Insurer shall have been paid in full. The Authority’s obligation to pay such amounts shall expressly survive payment in full of the Series 2022A Bonds.

Section 6.04 *Covenants of the Authority For the Benefit of the Series 2022A Bond Insurer; Rights of Series 2022A Bond Insurer.*

(a) *[To be provided following engagement of bond insurer]*

Section 6.05 *Notices to the Series 2022A Bond Insurer.*

(a) *[To be provided following engagement of bond insurer]*

ARTICLE VII

MISCELLANEOUS

Section 7.01 *Notices.*

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Twelfth Supplemental Indenture or the Series 2022A Bonds must be in writing except as expressly provided otherwise in this Twelfth Supplemental Indenture.

(b) Any notice or other communication, unless otherwise specified, shall be sufficiently given and deemed given when (i) mailed by first-class mail, postage prepaid, addressed to the Authority or the Trustee at the addresses provided in the Indenture, or to the Series 2022A Bond Insurer at the address provided in Section 6.05 hereof, (ii) delivered by hand and received by the Authority or the Trustee at the addresses provided in the Indenture or (iii) sent by facsimile to the Authority or the Trustee at the number provided in the Indenture, or to the Series 2022A Bond Insurer at the address provided in Section 6.05 hereof, provided the machine receiving such facsimile is equipped with automatic answer-back capacity. Any addressee may designate additional or different addresses for purposes of this Section.

Section 7.02 *Modification of this Twelfth Supplemental Indenture.* The Authority may, from time to time and at any time, execute and deliver Supplemental Indentures supplementing and/or amending this Twelfth Supplemental Indenture in the manner set forth in Article VIII of the Master Indenture.

Section 7.03 *Severability.* If any provision of this Twelfth Supplemental Indenture shall be determined to be unenforceable, that shall not affect any other provision of this Twelfth Supplemental Indenture.

Section 7.04 *Payments or Actions Occurring on Non-Business 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 or the action taken on the stated date, and no interest shall accrue on that payment for the intervening period.

Section 7.05 *Governing Law.* This Twelfth Supplemental Indenture shall be governed by and construed in accordance with the laws of the State.

Section 7.06 *Captions.* The captions in this Twelfth Supplemental Indenture are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Twelfth Supplemental Indenture.

Section 7.07 *Counterparts*. This Twelfth Supplemental Indenture may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Twelfth Supplemental Indenture to be duly executed all as of the date first above written.

**ALAMEDA CORRIDOR TRANSPORTATION
AUTHORITY**

Attest:

By: _____
[Chief Executive Officer]

By: _____
Secretary of the
Authority Governing Board

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

By: _____
[Vice President]

EXHIBIT A

[FORM OF CAPITAL APPRECIATION BOND]

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

**TAX-EXEMPT SENIOR LIEN REVENUE REFUNDING BOND,
SERIES 2022A
(Capital Appreciation Bond)**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), 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 THEREIN.

No. _____

Final Compounded Amount: _____

Initial Amount: _____

Interest Rate

Maturity Date

Original Dated Date

CUSIP

Neither the faith and the credit nor the taxing power of the City of Los Angeles, the Harbor Department of the City of Los Angeles, the City of Long Beach, the Harbor Department of the City of Long Beach, the State of California or any public agency is pledged to or secures the payment of the Accreted Value or Final Compounded Amount of or premium, if any, on this bond. Payment of the Accreted Value or Final Compounded Amount of or premium, if any, on this bond is a special limited obligation of the Authority and is secured only by the Trust Estate and a pledge of Revenues, as provided in the Indenture. The Authority has no power of taxation.

The Alameda Corridor Transportation Authority (the "Authority") promises to pay, solely from the Trust Estate as provided in the Indenture, to the registered owner stated above, or registered assigns, the Final Compounded Amount of _____ Dollars on the maturity date set forth above (which amount represents the Initial Amount hereof, together with accreted interest on such Initial Amount, from the date hereof until the maturity date hereof, at the interest rate specified above, compounded on [October 1, 2022] and semiannually thereafter on October 1 and April 1 of each year), as provided in this bond.

Additional provisions of this bond are set forth on the following pages of this bond.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this bond, do exist, have happened and have been performed in due time, form and manner as required by law.

Date of Authentication: [_____, 2022]

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as successor in
trust to U.S. Bank National Association, as
Trustee, certifies that this is one of the Series
2022A Bonds referred to in the Indenture and
the Twelfth Supplemental Indenture.

**ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY**

By: _____
Authorized Signatory

By: _____
[Chief Executive Officer]

[Countersigned:

By: _____
Chief Financial Officer]

1. ***Master Indenture; Twelfth Supplemental Indenture.*** The Authority has entered into a Master Trust Indenture, dated as of January 1, 1999, as amended (the “Master Indenture”), with U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank National Association, as trustee (the “Trustee”). The Master Indenture provides that the Authority may issue bonds and incur other indebtedness under the terms and conditions set forth in the Master Indenture and any Supplemental Indenture. All bonds and other indebtedness issued thereunder and secured thereby are collectively referred to herein as “Bonds.”

This bond is part of a series of Bonds of the Authority designated as Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”). The Series 2022A Bonds are issued under the Master Indenture and a Twelfth Supplemental Trust Indenture, dated as of [_____] 1, 2022] (the “Twelfth Supplemental Indenture”), between the Authority and the Trustee and authorized by Resolution No. [_____] adopted by the Authority on [_____, 2022]. The Series 2022A Bonds, which consist of Capital Appreciation Bonds (including this bond), Current Interest Bonds and Series 2022A Convertible Capital Appreciation Bonds, are being issued in the aggregate Initial Amount of \$[_____]. The Series 2022A Bonds are equally and ratably secured under the Master Indenture and the Twelfth Supplemental Indenture. This bond shall be deemed a “Senior Lien Bond” as defined in the Master Indenture. The Series 2022A Bonds shall be on a parity with the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A issued by the Authority on February 9, 1999, the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C issued by the Authority on February 9, 1999, the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012 issued by the Authority on June 21, 2012, the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A issued by the Authority on February 12, 2013 (the “Series 2013A Bonds”), the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B issued by the Authority on [_____, 2022], and any other Senior Lien Bonds issued from time to time under the Master Indenture, as and to the extent provided in the Master Indenture. The Series 2022A Bonds are being issued to pay the purchase price of, and thereby prepay or refund, or exchange, the Tendered Bonds, and to refund the outstanding Series 2013A Bonds maturing on October 1, 2022, as further described in the Twelfth Supplemental Indenture.

The terms of the Series 2022A Bonds include the terms set forth in the Master Indenture and the Twelfth Supplemental Indenture. Bondholders are referred to the Master Indenture and the Twelfth Supplemental Indenture, each as may be amended and supplemented from time to time (collectively, the “Indenture”), for a statement of those terms. Capitalized terms used but not otherwise defined in this bond shall have the meanings given to them in the Indenture.

2. ***Source of Payments.*** The Series 2022A Bonds, together with all other Bonds, are secured by the Trust Estate and payable from the Revenues, as described in the Master Indenture. Pursuant to the Master Indenture, the Authority has pledged the Revenues, subject to application and priorities as described therein, to secure payment of all Bonds issued under the Master Indenture. The Senior Lien Bonds authorized and issued under the provisions of the Master Indenture shall be secured by a pledge of Revenues and a first lien on the Trust Estate. The Authority hereby represents and states that it has not previously created any pledge, charge or

lien on any security interest in the Trust Estate prior to or on parity with the lien of the Senior Lien Bonds, and the Authority covenants that, until all the Senior Lien Bonds authorized and issued under the provisions of the Master Indenture and the interest thereon shall have been paid or deemed to have been paid, the Authority will not, except as specifically provided in the Master Indenture, grant any prior or parity pledge of or any lien on or security interest in the Trust Estate, or create or permit to be created any charge or lien thereon or any security interest therein ranking prior to or on a parity with the charge or lien of the Senior Lien Bonds from time to time Outstanding under the Master Indenture.

3. ***Interest Rate.*** Interest on this bond shall accrue, but shall not be payable until maturity or prior redemption, at the rate shown on the face of this bond, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2022].

Interest on overdue Accreted Value and, to the extent lawful, on overdue interest will accrue at the rate shown on the face of this bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture).

4. ***Payment of Accreted Value or Final Compounded Amount.*** Payment of the Accreted Value or Final Compounded Amount of this bond will be paid at maturity or prior redemption upon surrender of this bond to the Paying Agent, except that with respect to Book-Entry Series 2022A Bonds, the Paying Agent may make arrangements for payment of the Accreted Value or Final Compounded Amount as provided in the Twelfth Supplemental Indenture. The Accreted Value or Final Compounded Amount will be paid in lawful money of the United States. If any payment on this bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

5. ***Redemption.***

(a) ***[Optional Redemption.*** The Series 2022A Bonds that are Capital Appreciation Bonds maturing on and after [October 1, 20__] are not subject to optional redemption, and the Series 2022A Bonds that are Capital Appreciation Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022A Bonds as of the date fixed for redemption.]

(b) ***[Mandatory Redemption.*** The Series 2022A Bonds that are Capital Appreciation Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective Accreted Values set forth below, in each case at a redemption price equal to the Accreted Value thereof as of the date fixed for redemption:]

Mandatory Redemption Date
(October 1)

Accreted Value to be
Redeemed

†
_____†
Maturity

(c) *Extraordinary Redemption.* The Series 2022A Bonds are subject to extraordinary redemption as provided in the Master Indenture.

(d) *Notice of Redemption.* At least thirty (30) days (or at least twenty (20) days for Book-Entry Series 2022A Bonds) but not more than sixty (60) days before each redemption, the Trustee will give notice as provided in the Twelfth Supplemental Indenture to each owner of a Series 2022A Bond to be redeemed, which notice may be conditional in the case of optional redemption. Failure to give any required notice of redemption will not affect the validity of the call for redemption of any Series 2022A Bond in respect of which such failure does not occur. Any notice sent as provided in the Twelfth Supplemental Indenture will be conclusively presumed to have been given whether or not actually received by the addressee.

(e) *Effect of Redemption.* When notice of redemption is given and funds sufficient for redemption are deposited with the Paying Agent, Series 2022A Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price plus accrued interest to the redemption date; in such case when funds sufficient for redemption are deposited with the Paying Agent, interest on the Series 2022A Bonds to be redeemed ceases to accrue as of the date fixed for redemption.

6. ***Denominations; Transfer; Exchange.*** The Series 2022A Bonds that are Capital Appreciation Bonds are available in denominations such that the Accreted Value of such Capital Appreciation Bonds at their maturity shall be \$5,000 or an integral multiple thereof. A holder may transfer or exchange Series 2022A Bonds in accordance with the Master Indenture and the Twelfth Supplemental Indenture. The Trustee and the Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Master Indenture.

7. ***Persons Deemed Owners.*** Except as provided in Section [6.04] of the Twelfth Supplemental Indenture, the registered owner of this bond shall be treated as its owner for all purposes.

8. ***Unclaimed Money.*** If moneys for the payment of the Accreted Value or Final Compounded Amount or premium, if any, remain unclaimed for one year, such moneys will be paid to or for the account of the Authority. After that, holders entitled to such moneys must look only to the Authority and not to the Paying Agent or the Trustee for payment.

9. ***Discharge Before Maturity.*** If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the Accreted Value or Final Compounded Amount and premium, if any, on all Outstanding Bonds (including this bond), and if the Authority also pays all other sums then payable by the Authority under the Master Indenture, then the Master Indenture and all Supplemental Indentures thereto will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment. If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the Accreted Value or Final Compounded Amount and premium, if any, on any portion of the Outstanding Bonds, then such Bonds with respect to which the deposit was made shall no longer be deemed to be Outstanding and shall no longer be secured by the Master Indenture except to the extent of the funds set aside therefor.

10. ***Amendment, Supplement, Waiver.*** The Master Indenture, the Twelfth Supplemental Indenture and the Series 2022A Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, only as provided in the Master Indenture and the Twelfth Supplemental Indenture. Any consent given by the owner of this bond shall bind any subsequent owner of this bond or any Series 2022A Bond delivered in substitution for this bond.

11. ***Defaults and Remedies.*** The Master Indenture provides that the occurrences of certain events constitute Events of Default. Bondholders may not enforce the Indenture or the Series 2022A Bonds except as provided in the Master Indenture. The Trustee may refuse to enforce the Indenture or the Series 2022A Bonds unless it receives indemnity satisfactory to it in accordance with Section 7.07 of the Master Indenture. Subject to certain limitations, holders of 25% or more of the Bond Obligation amount of the Bonds (including this bond), determined in accordance with the terms of the Master Indenture and the Twelfth Supplemental Indenture, may direct the Trustee in its exercise of certain of such trusts or powers.

12. ***No Recourse Against Others.*** No member, director, officer, official or employee of the Authority shall have any personal liability for any obligations of the Authority under the Series 2022A Bonds, the Master Indenture or the Twelfth Supplemental Indenture or for any claim based on such obligations or their creation or be subject to any personal liability or accountability by reason of the issuance thereof. Each Bondholder, by accepting a Series 2022A Bond, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this bond.

13. ***Authentication.*** This bond shall not be valid until the Trustee or an authenticating agent signs the certificate of authentication on the second page of this bond.

14. ***Abbreviations.*** Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

[FORM OF ASSIGNMENT]

I or we assign and transfer this bond to _____

_____ [insert social security number or other identifying number of assignee]

_____ [print or type assignee's name, address and zip code]

and irrevocably appoint _____

agent to transfer this bond on the books of the Authority. The agent may substitute another to act for him.

Date: _____

Signature: _____
(Sign exactly as name appears on the face of this bond)

Signature guarantee: _____
(NOTE: Signature must be guaranteed by an eligible guarantor institution.)

STATEMENT OF INSURANCE

[To be included, if applicable]

EXHIBIT B

[FORM OF CURRENT INTEREST BOND]

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
TAX-EXEMPT SENIOR LIEN REVENUE REFUNDING BOND,
SERIES 2022A**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), 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 THEREIN.

No. _____

Interest Rate

Maturity Date

Original Dated Date

CUSIP

Registered Owner: _____

Principal Sum: _____

Neither the faith and the credit nor the taxing power of the City of Los Angeles, the Harbor Department of the City of Los Angeles, the City of Long Beach, the Harbor Department of the City of Long Beach, the State of California or any public agency is pledged to or secures the payment of the principal of, premium, if any, or interest on this bond. Payment of the principal of, premium, if any, or interest on this bond is a special limited obligation of the Authority and is secured only by the Trust Estate and a pledge of Revenues, as provided in the Indenture. The Authority has no power of taxation.

The Alameda Corridor Transportation Authority (the "Authority") promises to pay, solely from the Trust Estate as provided in the Indenture, to the registered owner stated above, or registered assigns, the Principal Sum stated above on the Maturity Date stated above, unless earlier redeemed, and to pay from those sources interest thereon at the Interest Rate stated above, as provided in this bond.

Additional provisions of this bond are set forth on the following pages of this bond.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this bond, do exist, have happened and have been performed in due time, form and manner as required by law.

Date of Authentication: [_____, 2022]

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as successor in
trust to U.S. Bank National Association, as
Trustee, certifies that this is one of the Series
2022A Bonds referred to in the Indenture and
the Twelfth Supplemental Indenture.

**ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY**

By: _____
Authorized Signatory

By: _____
[Chief Executive Officer]

[Countersigned:

By: _____
Chief Financial Officer]

1. **Master Indenture; Twelfth Supplemental Indenture.** The Authority has entered into a Master Trust Indenture, dated as of January 1, 1999, as amended (the “Master Indenture”), with U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank, National Association, as trustee (the “Trustee”). The Master Indenture provides that the Authority may issue bonds and incur other indebtedness under the terms and conditions set forth in the Master Indenture and any Supplemental Indenture. All bonds and other indebtedness issued thereunder and secured thereby are collectively referred to herein as “Bonds.”

This bond is part of a series of Bonds of the Authority designated as Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”). The Series 2022A Bonds are issued under the Master Indenture and a Twelfth Supplemental Trust Indenture, dated as of [_____] 1, 2022] (the “Twelfth Supplemental Indenture”), between the Authority and the Trustee and authorized by Resolution No. [_____] adopted by the Authority on [_____, 2022]. The Series 2022A Bonds, which consist of Capital Appreciation Bonds, Current Interest Bonds (including this bond) and Series 2022A Convertible Capital Appreciation Bonds, are being issued in the aggregate principal amount of \$[_____]. The Series 2022A Bonds are equally and ratably secured under the Master Indenture and the Twelfth Supplemental Indenture. This bond shall be deemed a “Senior Lien Bond” as defined in the Master Indenture. The Series 2022A Bonds shall be on a parity with the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A issued by the Authority on February 9, 1999, the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C issued by the Authority on February 9, 1999, the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012 issued by the Authority on June 21, 2012, the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A issued by the Authority on February 12, 2013 (the “Series 2013A Bonds”), the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B issued by the Authority on [_____, 2022], and any other Senior Lien Bonds issued from time to time under the Master Indenture, as and to the extent provided in the Master Indenture. The Series 2022A Bonds are being issued to pay the purchase price of, and thereby prepay or refund, or exchange, the Tendered Bonds, and to refund the outstanding Series 2013A Bonds maturing on October 1, 2022, as further described in the Twelfth Supplemental Indenture.

The terms of the Series 2022A Bonds include the terms set forth in the Master Indenture and the Twelfth Supplemental Indenture. Bondholders are referred to the Master Indenture and the Twelfth Supplemental Indenture, each as may be amended and supplemented from time to time (collectively, the “Indenture”), for a statement of those terms. Capitalized terms used but not otherwise defined in this bond shall have the meanings given to them in the Indenture.

2. **Source of Payments.** The Series 2022A Bonds, together with all other Bonds, are secured by the Trust Estate and payable from the Revenues, as described in the Master Indenture. Pursuant to the Master Indenture, the Authority has pledged the Revenues, subject to application and priorities as described therein, to secure payment of all Bonds issued under the Master Indenture. The Senior Lien Bonds authorized and issued under the provisions of the Master Indenture shall be secured by a pledge of Revenues and a first lien on the Trust Estate. The Authority hereby represents and states that it has not previously created any pledge, charge or lien on any security interest in the Trust Estate prior to or on parity with the lien of the Senior

Lien Bonds, and the Authority covenants that, until all the Senior Lien Bonds authorized and issued under the provisions of the Master Indenture and the interest thereon shall have been paid or deemed to have been paid, the Authority will not, except as specifically provided in the Master Indenture, grant any prior or parity pledge of or any lien on or security interest in the Trust Estate, or create or permit to be created any charge or lien thereon or any security interest therein ranking prior to or on a parity with the charge or lien of the Senior Lien Bonds from time to time Outstanding under the Master Indenture.

3. **Interest Rate.** This bond shall bear interest from its date until its maturity or prior redemption at the Interest Rate shown on the face of this bond. Interest on overdue principal and, to the extent lawful, on overdue interest will accrue at the rate shown on the face of this bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture). Interest on this bond shall be calculated on the basis of a year of 360 days and twelve 30-day months.

4. **Interest Payment and Record Dates.** Interest hereon will be due and payable on [October 1, 2022] and on each October 1 and April 1 thereafter until maturity or prior redemption, and will be paid by the Paying Agent to the party who is the owner hereof on the Record Date for such payment. The Record Date for an April 1 payment is the preceding March 15, and the Record Date for an October 1 payment is the preceding September 15. If this bond is not a Book-Entry Series 2022A Bond, as defined in the Twelfth Supplemental Indenture, interest hereon will be paid by check mailed to the holder's registered address, and if this bond is a Book-Entry Series 2022A Bond, interest will be paid as provided in the Twelfth Supplemental Indenture.

5. **Payment of Principal.** Principal of this bond will be paid at maturity or prior redemption upon surrender of this bond to the Paying Agent, except that with respect to Book-Entry Series 2022A Bonds, the Paying Agent may make arrangements for payment of principal as provided in the Twelfth Supplemental Indenture. Principal and interest will be paid in lawful money of the United States. If any payment on this bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue on that payment for the intervening period as a result.

6. **Redemption.**

(a) *[Optional Redemption.* The Series 2022A Bonds that are Current Interest Bonds maturing on or before [October 1, 20__] are not subject to optional redemption, and the Series 2022A Bonds that are Current Interest Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the principal amount of such Series 2022A Bonds so redeemed plus accrued interest to the date fixed for redemption, without premium.]

(b) *[Mandatory Redemption.* The Series 2022A Bonds that are Current Interest Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the

respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:]

Mandatory Redemption Date (October 1)	<u>Principal Amount to be Redeemed</u>
--	--

†

†Maturity

(c) *Extraordinary Redemption.* The Series 2022A Bonds are subject to extraordinary redemption as provided in the Master Indenture.

(d) *Notice of Redemption.* At least thirty (30) days (or at least twenty (20) days for Book-Entry Series 2022A Bonds) but not more than sixty (60) days before each redemption, the Trustee will give notice as provided in the Twelfth Supplemental Indenture to each owner of a Series 2022A Bond to be redeemed, which notice may be conditional in the case of optional redemption. Failure to give any required notice of redemption will not affect the validity of the call for redemption of any Series 2022A Bond in respect of which such failure does not occur. Any notice sent as provided in the Twelfth Supplemental Indenture will be conclusively presumed to have been given whether or not actually received by the addressee.

(e) *Effect of Redemption.* When notice of redemption is given and funds sufficient for redemption are deposited with the Paying Agent, Series 2022A Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price plus accrued interest to the redemption date; in such case when funds sufficient for redemption are deposited with the Paying Agent, interest on the Series 2022A Bonds to be redeemed ceases to accrue as of the date fixed for redemption.

7. ***Denominations; Transfer; Exchange.*** The Series 2022A Bonds that are Current Interest Bonds are available in denominations of \$5,000 or any integral multiple thereof. A holder may transfer or exchange Series 2022A Bonds in accordance with the Master Indenture and the Twelfth Supplemental Indenture. The Trustee and the Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Master Indenture.

8. ***Persons Deemed Owners.*** Except as provided in Section [6.04] of the Twelfth Supplemental Indenture, the registered owner of this bond shall be treated as its owner for all purposes.

9. ***Unclaimed Money.*** If moneys for the payment of the principal of, premium, if any, or interest remain unclaimed for one year, such moneys will be paid to or for the account of

the Authority. After that, holders entitled to such moneys must look only to the Authority and not to the Paying Agent or the Trustee for payment.

10. ***Discharge Before Maturity.*** If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the principal of, premium, if any, and interest on all Outstanding Bonds (including this bond), and if the Authority also pays all other sums then payable by the Authority under the Master Indenture, then the Master Indenture and all Supplemental Indentures thereto will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment. If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the principal of, premium, if any, and interest on any portion of the Outstanding Bonds, then such Bonds with respect to which the deposit was made shall no longer be deemed to be Outstanding and shall no longer be secured by the Master Indenture except to the extent of the funds set aside therefor.

11. ***Amendment, Supplement, Waiver.*** The Master Indenture, the Twelfth Supplemental Indenture and the Series 2022A Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, only as provided in the Master Indenture and the Twelfth Supplemental Indenture. Any consent given by the owner of this bond shall bind any subsequent owners of this bond or any Series 2022A Bond delivered in substitution for this bond.

12. ***Defaults and Remedies.*** The Master Indenture provides that the occurrences of certain events constitute Events of Default. Bondholders may not enforce the Indenture or the Series 2022A Bonds except as provided in the Master Indenture. The Trustee may refuse to enforce the Indenture or the Series 2022A Bonds unless it receives indemnity satisfactory to it in accordance with Section 7.07 of the Master Indenture. Subject to certain limitations, holders of 25% or more of the Bond Obligation amount of the Bonds (including this bond), determined in accordance with the terms of the Master Indenture and the Twelfth Supplemental Indenture, may direct the Trustee in its exercise of certain of such trusts or powers.

13. ***No Recourse Against Others.*** No member, director, officer, official or employee of the Authority shall have any personal liability for any obligations of the Authority under the Series 2022A Bonds, the Master Indenture or the Twelfth Supplemental Indenture or for any claim based on such obligations or their creation or be subject to any personal liability or accountability by reason of the issuance thereof. Each Bondholder, by accepting a Series 2022A Bond, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this bond.

14. ***Authentication.*** This bond shall not be valid until the Trustee or an authenticating agent signs the certificate of authentication on the second page of this bond.

15. ***Abbreviations.*** Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

[FORM OF ASSIGNMENT]

I or we assign and transfer this bond to

[insert social security number or other identifying number of assignee]

[print or type assignee's name, address and zip code]

and irrevocably appoint

agent to transfer this bond on the books of the Authority. The agent may substitute another to act for him.

Date: _____ Signature: _____
(Sign exactly as name appears on the face of this bond)

Signature guarantee: _____
(NOTE: Signature must be guaranteed by an eligible guarantor institution.)

STATEMENT OF INSURANCE

[To be included, if applicable]

EXHIBIT C

[FORM OF CONVERTIBLE CAPITAL APPRECIATION BOND]

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

**TAX-EXEMPT SENIOR LIEN REVENUE REFUNDING BOND,
SERIES 2022A
(Convertible Capital Appreciation Bond)**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), 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 THEREIN.

No. _____ Principal Amount at Maturity: \$ _____

Initial Amount: \$ _____

Interest Rate Maturity Date Original Dated Date CUSIP

Neither the faith and the credit nor the taxing power of the City of Los Angeles, the Harbor Department of the City of Los Angeles, the City of Long Beach, the Harbor Department of the City of Long Beach, the State of California or any public agency is pledged to or secures the payment of the principal or Accreted Value of, premium, if any, or interest on this bond. Payment of the principal or Accreted Value of, premium, if any, on or interest on this bond is a special limited obligation of the Authority and is secured only by the Trust Estate and a pledge of Revenues, as provided in the Indenture. The Authority has no power of taxation.

The Alameda Corridor Transportation Authority (the "Authority") promises to pay, solely from the Trust Estate as provided in the Indenture, to the registered owner stated above, or registered assigns, the principal amount of _____ Dollars on the maturity date set forth above (which amount represents the Initial Amount hereof, together with accreted interest on such Initial Amount, from the date hereof through the end of the Accretion Period at

the interest rate specified above, compounded on [October 1, 2022] and semiannually thereafter on October 1 and April 1 of each year (each, a “Compounding Date”) as provided in this bond. Subsequent to the Accretion Period, this bond shall bear interest on the Accreted Value as of the Conversion Date (*i.e.*, the principal amount), at the interest rate specified above.

Additional provisions of this bond are set forth on the following pages of this bond.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this bond, do exist, have happened and have been performed in due time, form and manner as required by law.

Date of Authentication: [_____, 2022]

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as successor in
trust to U.S. Bank National Association, as
Trustee, certifies that this is one of the Series
2022A Bonds referred to in the Indenture and
the Twelfth Supplemental Indenture.

**ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY**

By: _____
Authorized Signatory

By: _____
[Chief Executive Officer]

[Countersigned:

By: _____
Chief Financial Officer]

1. **Master Indenture; Twelfth Supplemental Indenture.** The Authority has entered into a Master Trust Indenture, dated as of January 1, 1999, as amended (the “Master Indenture”), with U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank National Association, as trustee (the “Trustee”). The Master Indenture provides that the Authority may issue bonds and incur other indebtedness under the terms and conditions set forth in the Master Indenture and any Supplemental Indenture. All bonds and other indebtedness issued thereunder and secured thereby are collectively referred to herein as “Bonds.”

This bond is part of a series of Bonds of the Authority designated as Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”). The Series 2022A Bonds are issued under the Master Indenture and a Twelfth Supplemental Trust Indenture, dated as of [_____] 1, 2022] (the “Twelfth Supplemental Indenture”), between the Authority and the Trustee and authorized by Resolution No. [_____] adopted by the Authority on [_____, 2022]. The Series 2022A Bonds, which consist of Capital Appreciation Bonds, Current Interest Bonds and Series 2022A Convertible Capital Appreciation Bonds (including this bond), are being issued in the aggregate Initial Amount of \$[_____]. The Series 2022A Bonds are equally and ratably secured under the Master Indenture and the Twelfth Supplemental Indenture. This bond shall be deemed a “Senior Lien Bond” as defined in the Master Indenture. The Series 2022A Bonds shall be on a parity with the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A issued by the Authority on February 9, 1999, the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C issued by the Authority on February 9, 1999, the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012 issued by the Authority on June 21, 2012, the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A issued by the Authority on February 12, 2013 (the “Series 2013A Bonds”), the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B issued by the Authority on [_____, 2022], and any other Senior Lien Bonds issued from time to time under the Master Indenture, as and to the extent provided in the Master Indenture. The Series 2022A Bonds are being issued to pay the purchase price of, and thereby prepay or refund, or exchange, the Tendered Bonds, and to refund the outstanding Series 2013A Bonds maturing on October 1, 2022, as further described in the Twelfth Supplemental Indenture.

The terms of the Series 2022A Bonds include the terms set forth in the Master Indenture and the Twelfth Supplemental Indenture. Bondholders are referred to the Master Indenture and the Twelfth Supplemental Indenture, each as may be amended and supplemented from time to time (collectively, the “Indenture”), for a statement of those terms. Capitalized terms used but not otherwise defined in this bond shall have the meanings given to them in the Indenture.

2. **Source of Payments.** The Series 2022A Bonds, together with all other Bonds, are secured by the Trust Estate and payable from the Revenues, as described in the Master Indenture. Pursuant to the Master Indenture, the Authority has pledged the Revenues, subject to application and priorities as described therein, to secure payment of all Bonds issued under the Master Indenture. The Senior Lien Bonds authorized and issued under the provisions of the Master Indenture shall be secured by a pledge of Revenues and a first lien on the Trust Estate. The Authority hereby represents and states that it has not previously created any pledge, charge or lien on any security interest in the Trust Estate prior to or on parity with the lien of the Senior

Lien Bonds, and the Authority covenants that, until all the Senior Lien Bonds authorized and issued under the provisions of the Master Indenture and the interest thereon shall have been paid or deemed to have been paid, the Authority will not, except as specifically provided in the Master Indenture, grant any prior or parity pledge of or any lien on or security interest in the Trust Estate, or create or permit to be created any charge or lien thereon or any security interest therein ranking prior to or on a parity with the charge or lien of the Senior Lien Bonds from time to time Outstanding under the Master Indenture.

3. ***Interest Rate.*** During the Accretion Period, interest on this bond shall accrue, but shall not be payable until maturity or prior redemption, at the rate shown on the face of this bond, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2022]. Subsequent to the Accretion Period, this bond shall bear interest on the Accreted Value as of the Conversion Date (i.e., the principal amount) from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event this bond shall bear interest from such 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 this bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date following the Conversion Date, in which event this bond shall bear interest from the Conversion Date. If interest on this Bond shall be in default, the bond issued in exchange for the bond surrendered for transfer or exchange pursuant to the Master Indenture shall bear interest from the Interest Payment Date to which interest has been paid in full on the bond surrendered.

Interest on overdue principal or Accreted Value and, to the extent lawful, on overdue interest will accrue at the rate shown on the face of this bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture). Interest on this bond shall be calculated on the basis of a year of 360 days and twelve 30-day months.

4. ***Interest Payment and Record Dates.*** Subsequent to the Accretion Period, interest hereon will be due and payable on each April 1 and October 1 thereafter until maturity or prior redemption, and will be paid by the Paying Agent to the party who is the owner hereof on the Record Date for such payment. The Record Date for an April 1 payment is the preceding March 15, and the Record Date for an October 1 payment is the preceding September 15. If this bond is not a Book-Entry Series 2022A Bond, as defined in the Twelfth Supplemental Indenture, interest hereon will be paid by check mailed to the holder's registered address, and if this bond is a Book Entry Series 2022A Bond, as defined in the Twelfth Supplemental Indenture, interest will be paid as provided in the Twelfth Supplemental Indenture.

5. ***Payment of Principal or Accreted Value.*** Payment of the principal or Accreted Value of this bond will be paid at maturity or prior redemption upon surrender of this bond to the Paying Agent, except that with respect to Book-Entry Series 2022A Bonds, the Paying Agent may make arrangements for payment of the principal or Accreted Value of, as provided in the Twelfth Supplemental Indenture. The principal or Accreted Value of, and interest thereon, will be paid in lawful money of the United States. If any payment on this bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

6. **Redemption.**

(a) *[Optional Redemption.* The Series 2022A Convertible Capital Appreciation Bonds maturing on or before [October 1, 20__] are not subject to optional redemption and the Series 2022A Convertible Capital Appreciation Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022A Convertible Capital Appreciation Bonds as of the date fixed for redemption.]

(b) *[Mandatory Redemption.* The Series 2022A Bonds that are Convertible Capital Appreciation Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective [principal amounts] set forth below, in each case at a redemption price equal to the [principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption]:]

Mandatory Redemption Date <u>(October 1)</u>	<u>Principal Amount to be Redeemed</u>
---	--

†

†Maturity

(c) *Extraordinary Redemption.* The Series 2022A Bonds are subject to extraordinary redemption as provided in the Master Indenture.

(d) *Notice of Redemption.* At least thirty (30) days (or at least twenty (20) days for Book-Entry Series 2022A Bonds) but not more than sixty (60) days before each redemption, the Trustee will give notice as provided in the Twelfth Supplemental Indenture to each owner of a Series 2022A Bond to be redeemed, which notice may be conditional in the case of optional redemption. Failure to give any required notice of redemption will not affect the validity of the call for redemption of any Series 2022A Bond in respect of which such failure does not occur. Any notice sent as provided in the Twelfth Supplemental Indenture will be conclusively presumed to have been given whether or not actually received by the addressee.

(e) *Effect of Redemption.* When notice of redemption is given and funds sufficient for redemption are deposited with the Paying Agent, Series 2022A Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price plus accrued interest to the redemption date; in such case when funds sufficient for redemption are deposited with the Paying Agent, interest on the Series 2022A Bonds to be redeemed ceases to accrue as of the date fixed for redemption.

7. **Denominations; Transfer; Exchange.** The Series 2022A Convertible Capital Appreciation Bonds are (i) on any date during the Accretion Period, available in denominations such that the Accreted Value on the Conversion Date shall equal \$5,000 or any integral multiple thereof; and (ii) on any date subsequent to the Accretion Period, available in denominations of \$5,000 or any integral multiple thereof. A holder may transfer or exchange Series 2022A Bonds in accordance with the Master Indenture and the Twelfth Supplemental Indenture. The Trustee and the Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Master Indenture.

8. **Persons Deemed Owners.** Except as provided in Section [6.04] of the Twelfth Supplemental Indenture, the registered owner of this bond shall be treated as its owner for all purposes.

9. **Unclaimed Money.** If moneys for the payment of the principal or Accreted Value of, premium, if any, or interest remain unclaimed for one year, such moneys will be paid to or for the account of the Authority. After that, holders entitled to such moneys must look only to the Authority and not to the Paying Agent or the Trustee for payment.

10. **Discharge Before Maturity.** If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the principal or Accreted Value of, interest on and premium, if any, on all Outstanding Bonds (including this bond), and if the Authority also pays all other sums then payable by the Authority under the Master Indenture, then the Master Indenture and all Supplemental Indentures thereto will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment. If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the principal or Accreted Value of, interest on and premium, if any, on any portion of the Outstanding Bonds, then such Bonds with respect to which the deposit was made shall no longer be deemed to be Outstanding and shall no longer be secured by the Master Indenture except to the extent of the funds set aside therefor.

11. **Amendment, Supplement, Waiver.** The Master Indenture, the Twelfth Supplemental Indenture and the Series 2022A Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, only as provided in the Master Indenture and the Twelfth Supplemental Indenture. Any consent given by the owner of this bond shall bind any subsequent owner of this bond or any Series 2022A Bond delivered in substitution for this bond.

12. **Defaults and Remedies.** The Master Indenture provides that the occurrences of certain events constitute Events of Default. Bondholders may not enforce the Indenture or the Series 2022A Bonds except as provided in the Master Indenture. The Trustee may refuse to enforce the Indenture or the Series 2022A Bonds unless it receives indemnity satisfactory to it in accordance with Section 7.07 of the Master Indenture. Subject to certain limitations, holders of 25% or more of the Bond Obligation amount of the Bonds (including this bond), determined in accordance with the terms of the Master Indenture and the Twelfth Supplemental Indenture, may direct the Trustee in its exercise of certain of such trusts or powers.

13. **No Recourse Against Others.** No member, director, officer, official or employee of the Authority shall have any personal liability for any obligations of the Authority under the Series 2022A Bonds, the Master Indenture or the Twelfth Supplemental Indenture or for any claim based on such obligations or their creation or be subject to any personal liability or accountability by reason of the issuance thereof. Each Bondholder, by accepting a Series 2022A Bond, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this bond.

14. **Authentication.** This bond shall not be valid until the Trustee or an authenticating agent signs the certificate of authentication on the second page of this bond.

15. **Abbreviations.** Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

[FORM OF ASSIGNMENT]

I or we assign and transfer this bond to _____

[insert social security number or other identifying number of assignee]

[print or type assignee's name, address and zip code]

and irrevocably appoint _____

agent to transfer this bond on the books of the Authority. The agent may substitute another to act for him.

Date: _____

Signature: _____
(Sign exactly as name appears on the face of this bond)

Signature guarantee: _____

(NOTE: Signature must be guaranteed by an eligible guarantor institution.)

STATEMENT OF INSURANCE

[To be included, if applicable]

EXHIBIT D

[ACCREDITED VALUE TABLE SERIES 2022A CAPITAL APPRECIATION BONDS]

[see attached]

EXHIBIT E

[ACCRETED VALUE TABLE SERIES 2022A CONVERTIBLE CAPITAL APPRECIATION
BONDS]

[see attached]

EXHIBIT C-2

FORM OF THIRTEENTH SUPPLEMENTAL TRUST INDENTURE

[to be attached]

THIRTEENTH SUPPLEMENTAL TRUST INDENTURE

by and between the

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor in trust to
U.S. Bank National Association,
as Trustee**

Dated as of [_____ 1, 2022]

Relating to

[\$_____]

**Alameda Corridor Transportation Authority
Taxable Senior Lien Revenue Refunding Bonds
Series 2022B**

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(This table of contents is not part of the Thirteenth Supplemental Trust Indenture and is only for convenience of reference. The captions herein are of no legal effect and do not vary the meaning or legal effect of any part of the Thirteenth Supplemental Trust Indenture.)

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THIRTEENTH SUPPLEMENTAL TRUST INDENTURE

This THIRTEENTH SUPPLEMENTAL TRUST INDENTURE dated as of [_____ 1, 2022] is by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a joint powers authority established under Article I, Chapter 5, Division 7, of Title 1 of the California Government Code and pursuant to an Amended and Restated Joint Exercise of Powers Agreement dated as of December 18, 1996, as amended, by and between the City of Long Beach and the City of Los Angeles (the “Authority”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor in trust to U.S. Bank National Association, as trustee (the “Trustee”), and supplements and amends the Master Trust Indenture dated as of January 1, 1999, by and between the Authority and the Trustee (as amended, the “Master Indenture”). Capitalized terms used herein which are not defined herein shall have the meanings set forth in the Indenture.

WHEREAS, on February 9, 1999 the Authority issued \$497,453,395.70 original aggregate principal amount of Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C;

WHEREAS, the Authority has made a tender and exchange offer to the holders of the Series 1999C Bonds, and the holders of certain of such bonds have elected to tender such bonds for purchase by the Authority, or to exchange such bonds for Series 2022B Bonds (such tendered or exchanged bonds, the “Tendered Bonds”);

WHEREAS, Section 2.08 of the Master Indenture provides that the Authority may issue Refunding Bonds from time to time for the purpose of providing funds to pay all or a portion of its outstanding Bonds;

WHEREAS, Section 2.09 of the Master Indenture provides that such Refunding Bonds may be issued for the purpose of paying or refunding all or a portion of the Tendered Bonds, and/or for the purpose of refunding and defeasing the outstanding Series 1999C Bonds maturing on October 1, 2022 and the outstanding Series 1999C Bonds maturing October 1, 2029 to their 2023, 2024 and 2025 sinking fund dates, provided that certain conditions are satisfied, including, among others, the requirement that Maximum Annual Debt Service following the issuance of such Refunding Bonds will not exceed the Maximum Annual Debt Service prior to such issuance;

WHEREAS, on June 21, 2012, the Authority issued its Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012, in the aggregate principal amount of \$83,710,000 pursuant to the Indenture as supplemented and amended by an Eighth Supplemental Trust Indenture, dated as of June 1, 2012 (the “Eighth Supplemental Indenture”);

WHEREAS, pursuant to Section 5.05(b) of the Eighth Supplemental Indenture, the consent of the Administrator (as defined in the Eighth Supplemental Indenture) shall not be required in connection with the issuance of Refunding Bonds pursuant to Sections 2.08 and 2.09 of the Master Indenture, provided that either (i) aggregate Debt Service on all Senior Lien Bonds Outstanding through the final maturity of the Series 2012 Bonds shall not be increased or (ii)

Dedicated Revenues as calculated in accordance with Section 2.09 of the Master Indenture (adjusted as described in Section 5.05(a) of the Eighth Supplemental Indenture) are equal to at least 125% of Debt Service on Senior Lien Bonds in each Bond Year in which a Series 2012 Bond is Outstanding;

WHEREAS, the Authority desires to issue Refunding Bonds for the purpose of providing funds to pay the purchase price of, and thereby prepay or refund in full, or to exchange, the Tendered Bonds, and to refund and defease in full the outstanding Series 1999C Bonds maturing on October 1, 2022 and the outstanding Series 1999C Bonds maturing October 1, 2029 to their 2023, 2024 and 2025 sinking fund dates;

WHEREAS, Section 8.02 of the Master Indenture provides for the execution and delivery of Supplemental Indentures setting forth the terms of such Refunding Bonds; and

WHEREAS, the Authority now, by execution and delivery of this Thirteenth Supplemental Indenture and in compliance with the provisions of the Indenture, sets forth the terms of its Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B, provides for the deposit and use of the proceeds of the Series 2022B Bonds and makes other provisions relating to the Series 2022B Bonds.

ARTICLE I

DEFINITIONS; INTERPRETATIONS

Section 1.01 *Definitions*. The following definitions shall apply to terms used in this Thirteenth Supplemental Indenture unless clearly stated otherwise:

“*Accretion Period*” shall mean with respect to any Series 2022B Convertible Capital Appreciation Bond, the period from the date of delivery of such Series 2022B Convertible Capital Appreciation Bond through the Conversion Date.

“*Authorized Denominations*” shall mean, (i) with respect to the Series 2022B Bonds which are Current Interest Bonds, \$5,000 or any integral multiple thereof, (ii) with respect to the Series 2022B Bonds which are Capital Appreciation Bonds, denominations such that the Accreted Value of such Series 2022B Bonds as of the maturity date thereof shall equal \$5,000 or any integral multiple thereof, and (iii) with respect to the Series 2022B Convertible Capital Appreciation Bonds (a) on any date during the Accretion Period, denominations such that the Accreted Value on the Conversion Date shall equal \$5,000 or any integral multiple thereof, and (b) subsequent to the Accretion Period, denominations of \$5,000 or any integral multiple thereof.

“*Book-Entry Series 2022B Bonds*” shall mean the Series 2022B Bonds held by DTC (or its nominee) as the registered owner thereof pursuant to the terms and provisions of Section 2.05 hereof.

“*Cede & Co.*” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Book-Entry Series 2022B Bonds.

“*Conversion Date*” shall mean [October 1, 20__], the date of expiration of the Accretion Period.

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

“*Escrow Agreement*” shall mean the Escrow Agreement dated as of [_____ 1, 2022] between the Authority and the Trustee, as amended and supplemented from time to time in accordance therewith.

“*Escrow Fund*” shall mean the escrow fund established pursuant to the Escrow Agreement in which certain proceeds from the sale of the Series 2022B Bonds and certain other available funds under the Indenture shall be deposited and applied to the defeasance of certain Series 1999C Bonds pursuant to Section 4.02(b) hereof and the terms thereof.

“*Indenture*” shall mean the Master Trust Indenture dated as of January 1, 1999 between the Authority and the Trustee, as amended and supplemented from time to time (including by this Thirteenth Supplemental Indenture) in accordance therewith.

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

“*Principal Payment Date*” shall mean (a) for Series 2022B Bonds that are Current Interest Bonds, October 1 in each of the years in which the principal amount of a Series 2022B Bonds that is a Current Interest Bond is due and payable, (b) for Series 2022B Bonds that are Capital Appreciation Bonds, October 1 of any year in which the Final Compounded Amount of any Series 2022B Bond that is a Capital Appreciation Bond is due and payable, and (c) for Series 2022B Convertible Capital Appreciation Bonds, October 1 of the year in which the principal amount or Final Compounded Amount of such Series 2022B Bond is due and payable.

“*Record Date*” shall mean March 15 for any April 1 Interest Payment Date and September 15 for any October 1 Interest Payment Date.

“*Registrar*” for purposes of this Thirteenth Supplemental Indenture shall mean the Trustee.

“*Representation Letter*” shall mean the Blanket Letter of Representations dated December 18, 1998 from the Authority and the Trustee to DTC, or such similar letter or agreement filed with DTC from time to time.

“*Series 1999A Bonds*” shall mean the \$494,893,616.80 original aggregate principal amount of Bonds issued under the Master Indenture and the First Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A.”

“*Series 1999C Bonds*” shall mean the \$497,453,395.70 original aggregate principal amount of Bonds issued under the Master Indenture and the Third Supplemental Indenture and

designated as the “Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C”.

“*Series 2012 Bonds*” shall mean the \$83,710,000 original aggregate principal amount of Bonds issued under the Master Indenture and the Eighth Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012”.

“*Series 2013A Bonds*” shall mean the \$248,325,000 original aggregate principal amount of Bonds issued under the Master Indenture and the Ninth Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A”.

“*Series 2022A Bonds*” shall mean the \$[_____] aggregate principal amount and Initial Amount of Bonds issued under the Master Indenture and the Twelfth Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A”.

“*Series 2022B Bond Insurance Policy*” shall mean the municipal bond insurance policy issued by the Series 2022B Bond Insurer insuring, as provided therein, the payment when due of the principal of and interest on the Series 2022B Insured Bonds.

“*Series 2022B Bond Insurer*” shall mean [_____] a [_____] insurance company, and its successors and assigns. The Series 2022B Bond Insurer shall constitute a Bond Insurer as such term is defined in the Indenture.

“*Series 2022B Bonds*” shall mean the \$[_____] aggregate principal amount and Initial Amount of Bonds issued under the Master Indenture and this Thirteenth Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B”.

“*Series 2022B Convertible Capital Appreciation Bonds*” shall mean the Series 2022B Bonds designated as “Convertible Capital Appreciation Bonds” pursuant to Section 2.01 of this Thirteenth Supplemental Indenture and issued pursuant to Sections 2.01 and 2.03 of this Thirteenth Supplemental Indenture.

“*Series 2022B Costs of Issuance Fund*” shall mean the fund by that name created in Section 4.01(a) of this Thirteenth Supplemental Indenture.

“*Series 2022B Debt Service Fund*” shall mean the fund by that name created in Section 4.01(b) of this Thirteenth Supplemental Indenture and into which money shall be deposited to pay debt service on the Series 2022B Bonds.

“*Series 2022B Debt Service Reserve Account*” shall mean the account by that name created in the Debt Service Reserve Fund pursuant to Section 4.01 of this Thirteenth Supplemental Indenture.

“*Series 2022B Debt Service Reserve Surety Policy*” shall mean the municipal bond debt service reserve insurance policy issued by the Series 2022B Bond Insurer to be deposited in the Series 2022B Debt Service Reserve Account with the face amount of \$[_____], which is the Debt Service Reserve Requirement applicable to the Series 2022B Bonds on the date of issuance of the Series 2022B Bonds pursuant to Section 4.04 of this Thirteenth Supplemental Indenture.

“*Series 2022B Insured Bonds*” shall mean all the Series 2022B Bonds maturing on October 1 in the years [_____].

“*Thirteenth Supplemental Indenture*” shall mean this Thirteenth Supplemental Trust Indenture dated as of [_____ 1, 2022], between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Indenture.

“*Twelfth Supplemental Indenture*” shall mean the Twelfth Supplemental Trust Indenture dated as of [_____ 1, 2023], between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Indenture.

Section 1.02 ***Incorporation of Definitions Contained in the Indenture.*** Except as otherwise provided in Section 1.01 of this Thirteenth Supplemental Indenture, all capitalized words, terms and phrases used in this Thirteenth Supplemental Indenture shall have the same meanings herein as 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 Thirteenth Supplemental Indenture.

ARTICLE II

THE SERIES 2022B BONDS

Section 2.01 ***Designation of the Series 2022B Bonds; Principal Amount and Initial Amount.*** There is hereby authorized and created a Series of Bonds, designated as the “Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B” to be issued in the aggregate principal amount and Initial Amount of \$[_____]. Said Bonds shall consist of “Current Interest Bonds”, “Capital Appreciation Bonds” and “Convertible Capital Appreciation Bonds”.

Section 2.02 ***Bonds Under The Indenture; Security; Parity.*** The Series 2022B Bonds are issued under and subject to the terms of the Indenture, shall be Senior Lien Bonds as defined pursuant to the Indenture and are secured by and payable from the Trust Estate in accordance with the terms of the Indenture. The Series 2022B Bonds shall be on a parity with the outstanding Series 1999A Bonds, Series 1999C Bonds, Series 2012 Bonds, Series 2013A Bonds, Series 2022A Bonds, and any other Senior Lien Bonds issued under the Indenture, as and to the extent provided in the Indenture. The Series 2022B Bonds are being issued to pay the purchase price of, and thereby prepay or refund in full, the Tendered Bonds, and to refund the outstanding Series 1999C Bonds maturing on October 1, 2022 and the outstanding Series 1999C Bonds maturing October 1, 2029 to their 2023, 2024 and 2025 sinking fund dates.

Section 2.03 *Terms of the Series 2022B Bonds.* The Series 2022B Bonds shall, upon initial issuance, be dated their date of initial delivery. The Series 2022B Bonds shall be issued only in Authorized Denominations. The Series 2022B Bonds that are Capital Appreciation Bonds shall be substantially in the form of Exhibit A, which exhibit is a part of this Thirteenth Supplemental Indenture. The Series 2022B Bonds that are Current Interest Bonds shall be substantially in the form of Exhibit B, which exhibit is a part of this Thirteenth Supplemental Indenture. The Series 2022B Bonds that are Series 2022B Convertible Capital Appreciation Bonds shall be substantially in the form of Exhibit C, which exhibit is a part of this Thirteenth Supplemental Indenture. The Series 2022B Bonds shall be executed, on behalf of the Authority, by either the Chief Executive Officer or Chief Financial Officer of the Authority and such signature may be a facsimile.

The Final Compounded Amount of the Series 2022B Bonds that are Capital Appreciation Bonds shall be paid on the applicable Principal Payment Date.

(a) *Current Interest Bonds.* Each Series 2022B Bond that is a Current Interest Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2022B Bond shall bear interest from such 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 2022B Bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date, in which event such Series 2022B Bond shall bear interest from its date of initial delivery. If interest on the Series 2022B Bonds shall be in default, Series 2022B Bonds issued in exchange for Series 2022B Bonds surrendered for transfer or exchange pursuant to the Indenture shall bear interest from the Interest Payment Date to which interest has been paid in full on the Series 2022B Bonds surrendered to their maturity date or date fixed for redemption.

Interest on the Series 2022B Bonds that are Current Interest Bonds shall be paid on each Interest Payment Date. Principal on the Series 2022B Bonds that are Current Interest Bonds shall be paid on the applicable Principal Payment Date. Interest on the Series 2022B Bonds shall be calculated on the basis of a year of 360 days and twelve (12) thirty (30)-day months.

The Series 2022B Bonds that are Current Interest Bonds shall mature, subject to redemption, in the years and in the principal amounts and shall bear interest at the rates, as set forth in the following schedule:

Maturity Date <u>(October 1)</u>	Principal <u>Amount (\$)</u>	Interest <u>Rate (%)</u>
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<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>
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Under the Indenture, the Series 2022B Bonds that are Current Interest Bonds shall constitute “Current Interest Bonds.”

(b) *Capital Appreciation Bonds.* The Series 2022B Bonds that are Capital Appreciation Bonds shall be in the Initial Amounts and shall mature, subject to prior redemption, in the years and in the Final Compounded Amounts and shall accrete interest at the rates, as set forth in the following schedule:

<u>Maturity Date</u> <u>(October 1)</u>	<u>Initial</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>	<u>Final Compounded</u> <u>Amount (\$)</u>
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Under the Indenture, the Series 2022B Bonds that are Capital Appreciation Bonds shall constitute “Capital Appreciation Bonds.”

Interest on the Series 2022B Bonds that are Capital Appreciation Bonds shall accrue, but shall not be payable until maturity or prior redemption, at the applicable rate set forth above, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2022]. The Accreted Value with respect to the Series 2022B Bonds that are Capital Appreciation Bonds on October 1 and April 1 of each year shall be as set forth on the Accreted Value Table attached hereto as Exhibit D, which is part of this Thirteenth Supplemental Indenture. The Accreted Value with respect to the Series 2022B Bonds that are Capital Appreciation Bonds on any date other than October 1 and April 1 of any year shall be calculated by the Trustee using straight line interpolation, which calculation will be binding absent manifest error.

(c) *Series 2022B Convertible Capital Appreciation Bonds.* The Series 2022B Convertible Capital Appreciation Bonds shall be in the Initial Amounts, shall bear interest at the rates, shall have the Accreted Values as of the Conversion Date and shall mature in the years and in the principal amounts set forth in the following schedule:

<u>Maturity Date</u> <u>(October 1)</u>	<u>Initial</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>	<u>Accreted Value as</u> <u>of Conversion</u> <u>Date (\$)</u>	<u>Principal Amount at</u> <u>Maturity (\$)</u>
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Under the Master Indenture, (i) during the Accretion Period, the Series 2022B Convertible Capital Appreciation Bonds shall constitute “Capital Appreciation Bonds” and (ii) subsequent to the Accretion Period, the Series 2022B Convertible Capital Appreciation Bonds shall constitute “Current Interest Bonds.”

During the Accretion Period, interest on the Series 2022B Convertible Capital Appreciation Bonds shall accrue, but shall not be payable, at the applicable rate set forth above, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2022]. The Accreted Value with respect to the Series 2022B Convertible Capital Appreciation Bonds on each October 1 and April 1 prior to the Conversion Date shall be as set forth on the Accreted Value Table attached as Exhibit E, which is part of this Thirteenth Supplemental Indenture. Prior to the Conversion Date, the Accreted Value with respect to the Series 2022B Convertible Capital Appreciation Bonds on any date other than October 1 and April 1 shall be calculated by the Trustee using straight line interpolation, which calculation will be binding absent manifest error.

Subsequent to the Accretion Period, each Series 2022B Convertible Capital Appreciation Bond shall bear interest on the Accreted Value as of the Conversion Date (*i.e.*, the principal amount), at the applicable rate set forth above. Such interest shall be calculated on the basis of a year of 360 days and twelve 30-day months. Each Series 2022B Convertible Capital Appreciation Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2022B Convertible Capital Appreciation Bond shall bear interest from such 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 2022B Convertible Capital Appreciation Bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date following the Conversion Date, in which event such Series 2022B Convertible Capital Appreciation Bond shall bear interest from the Conversion Date. If interest on the Series 2022B Convertible Capital Appreciation Bonds shall be in default, Series 2022B Convertible Capital Appreciation Bonds issued in exchange for Series 2022B Convertible Capital Appreciation Bonds surrendered for transfer or exchange

pursuant to the Master Indenture shall bear interest from the Interest Payment Date to which interest has been paid in full on the Series 2022B Convertible Capital Appreciation Bonds surrendered.

(d) *Payments.*

Payment of principal of the Series 2022B Bonds that are Current Interest Bonds shall be made upon surrender of such Series 2022B Bonds to the Trustee. Payment of interest on the Series 2022B Bonds that are Current Interest Bonds which are not Book-Entry Series 2022B Bonds shall be paid by check or draft 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 registration books of the Registrar. Payment of interest on Book-Entry Series 2022B Bonds shall be made as provided in Section 2.05 hereof. Payment of the Final Compounded Amount or the redemption price of the Series 2022B Bonds that are Capital Appreciation Bonds shall be made upon surrender of such Series 2022B Bonds to the Trustee. The payment of interest on the Series 2022B Convertible Capital Appreciation Bonds subsequent to the Conversion Date that are, in each case, Book-Entry Series 2022B Bonds shall be made as provided in Section 2.05 hereof. Payment of interest on the Series 2022B Convertible Capital Appreciation Bonds subsequent to the Conversion Date that are not, in each case, Book-Entry Series 2022B Bonds shall be paid by check or draft 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 registration books of the Registrar. All payments in respect of the Series 2022B Bonds shall be made by the Authority in lawful money of the United States of America.

If the principal of or interest on (or Accreted Value of) a Series 2022B Bond becomes due and payable, but shall not have been paid when due, and no provision is made for its payment, then interest on overdue principal (or overdue Accreted Value) and, to the extent lawful, on overdue interest will accrue at the rate applicable to such Series 2022B Bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture and in this Thirteenth Supplemental Indenture).

Section 2.04 *Exchange of Series 2022B Bonds.* Series 2022B Bonds which are delivered to the Registrar for exchange pursuant to the Indenture may be exchanged for an equal total principal amount or Initial Amount, as applicable, of Series 2022B Bonds of the same type, interest rate and maturity date in Authorized Denominations.

Section 2.05 *Book-Entry Series 2022B Bonds.*

(a) Upon initial issuance, the registered owner of all of the Series 2022B Bonds shall be DTC. Payment of the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, any Series 2022B 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 Record Date or special record date for Cede & Co. in the registration books of the Registrar.

(b) The Series 2022B Bonds shall be initially issued in the form of a separate single authenticated fully registered Series 2022B Bond for each separate stated maturity with the same interest rate. Upon initial issuance, the ownership of such Series 2022B Bonds shall be registered in the registration books of the Registrar in the name of Cede & Co., as nominee of DTC. The Trustee, the Registrar, the Series 2022B Bond Insurer and the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2022B Bonds registered in its name for the purposes of payment of the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, the Series 2022B Bonds, selecting the Series 2022B Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to the holders of the Series 2022B Bonds under the Indenture, registering the transfer of Series 2022B Bonds, and, subject to Section 6.05 hereof, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and none of the Trustee, the Registrar, the Series 2022B Bond Insurer or the Authority shall be affected by any notice to the contrary. None of the Trustee, the Registrar, the Series 2022B Bond Insurer or the Authority shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Series 2022B Bonds under or through DTC or any Participant, or any other person who 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 or the Final Compounded Amount and the redemption price of, and interest on, as applicable, the Series 2022B Bonds; any notice which is permitted or required to be given to the holders of the Series 2022B Bonds under the Indenture; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2022B Bonds; any consent given or other action taken by DTC as Bondholder; or any other purpose. The Trustee shall pay the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, the Series 2022B Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, the Series 2022B Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Series 2022B Bond evidencing the obligation of the Authority to make payments of the principal or the Final Compounded Amount and the redemption price, and interest, as applicable, 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 word "Cede & Co." in this Thirteenth Supplemental Indenture shall refer to such new nominee of DTC.

(c) Notwithstanding any other provision of the Indenture to the contrary, so long as any Series 2022B Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, such Series 2022B Bond and all notices with respect to such Series 2022B Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(d) Subject to Section 6.05 hereof, in connection with any notice or other communication to be provided to the holders of the Series 2022B Bonds pursuant to the 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.

(e) NONE OF THE AUTHORITY, THE CITY OF LOS ANGELES, THE CITY OF LONG BEACH, THE REGISTRAR, THE SERIES 2022B BOND INSURER OR 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 THE FINAL COMPOUNDED AMOUNT AND THE REDEMPTION PRICE OF, AND INTEREST ON, AS APPLICABLE, THE SERIES 2022B 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 2022B BONDS.

ARTICLE III

REDEMPTION

Section 3.01 *Notices to Bondholders.* The Trustee shall give notice of redemption (which, in the case of optional redemption, may be conditional), in the name of the Authority, to Bondholders of the Series 2022B Bonds to be redeemed pursuant to this Article III at least thirty (30) days (or at least twenty (20) days for Book-Entry Series 2022B Bonds) but not more than sixty (60) days before each date fixed for redemption. The Trustee shall send such notices of redemption by first class mail (or with respect to the Series 2022B Bonds held by DTC, in accordance with DTC operating procedures) to each owner of a Series 2022B Bond to be redeemed; each such notice shall be sent to the owner's registered address.

Each notice of redemption shall specify the Series 2022B Bonds to be redeemed, the date of issue, the maturity date thereof, if less than all Series 2022B Bonds of a maturity are called for redemption, the numbers of the Series 2022B Bonds, the principal amount or Initial Amount, as applicable, and the CUSIP numbers assigned to the Series 2022B Bonds to be redeemed, the principal amount or Accreted Value, as applicable, to be redeemed and the interest rate applicable to the Series 2022B Bonds to be redeemed, the date fixed for redemption, the redemption price, the place or places of payment, the Trustee's or Paying Agent's name, that payment will be made upon presentation and surrender of the Series 2022B Bonds to be redeemed to the Trustee, that interest, if any, accrued to the date fixed for redemption and not paid will be paid as specified in said notice, and that on and after said date interest thereon will cease to accrue on the Series 2022B Bonds called for redemption, to the extent that moneys for payment of the redemption price, including accrued interest to the date fixed for redemption, are being held in trust by the Trustee therefor. In the case of optional redemptions pursuant to Section 3.02 of this Thirteenth Supplemental Indenture, each such notice shall further state that the proposed redemption is conditioned on there being on deposit in the applicable account, on the date fixed for redemption, sufficient money to pay the full redemption price, plus accrued but unpaid interest to the date fixed for redemption, or the Accreted Value, as applicable, of the Series 2022B Bonds to be redeemed.

Failure to give any required notice of redemption as to any particular Series 2022B Bonds will not affect the validity of the call for redemption of any other Series 2022B Bonds with respect to which such failure does not occur. Any notice sent as provided herein will be conclusively presumed to have been given whether or not actually received by the addressee. When notice of redemption is given, Series 2022B Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price; provided that, in the case of optional redemption, sufficient money to pay the full redemption price of the Series 2022B Bonds to be redeemed is on deposit in the applicable account on the date fixed for redemption. In the event that funds are deposited by the Authority with the Paying Agent sufficient for redemption, interest on the Series 2022B Bonds to be redeemed will cease to accrue as of the date fixed for redemption.

Section 3.02 *[Optional Redemption of the Series 2022B Bonds.* The Series 2022B Bonds that are Current Interest Bonds maturing on or before [October 1, 20__] are not subject to optional redemption, and the Series 2022B Bonds that are Current Interest Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, 2032], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the principal amount of such Series 2022B Bonds so redeemed plus accrued interest to the date fixed for redemption, without premium.]

[The Series 2022B Bonds that are Capital Appreciation Bonds maturing on and after [October 1, 20__] are not subject to optional redemption and the Series 2022B Bonds that are Capital Appreciation Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, 2032], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022B Bonds as of the date fixed for redemption.]

[The Series 2022B Convertible Capital Appreciation Bonds maturing on or before [October 1, 20__] are not subject to optional redemption, and the Series 2022B Convertible Capital Appreciation Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, 2032], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022B Convertible Capital Appreciation Bonds as of the date fixed for redemption.]

Section 3.03 *[Make-Whole Optional Redemption of the Series 2022B Bonds.*

The Series 2022B Bonds are subject to redemption at the option of the Authority at any time in whole or in part, at redemption price equal to the greater of:

- (1) 100% of the principal amount of the Series 2022B Bonds to be redeemed; or
- (2) the sum of the present value of the remaining scheduled payments of principal and interest to the stated maturity date of such Series 2022B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Series 2022B Bonds are to be redeemed, discounted to the date on which such Series 2022B Bonds are

to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (defined below) plus [___] basis points, plus, in each case, accrued interest on such Series 2022B Bonds to be redeemed to but not including the redemption date.

“*Treasury Rate*” means, with respect to any redemption date, the yield to maturity as of such redemption date of U.S. Treasury securities with a constant maturity most nearly equal to the period from the redemption date to the maturity date of such Series 2022B Bond (taking into account any sinking fund installments for such Series 2022B Bonds); however, if the period from the redemption date to such maturity date (taking into account any sinking fund installments for such Series 2022B Bonds) is less than one year, the yield to maturity of the U.S. Treasury securities with a constant maturity of one year, in each case as compiled and published in the most recent Federal Reserve Release H.15 which has become publicly available at least two business days, but not more than 45 calendar days, prior to the redemption date (excluding inflation indexed securities) or, if such Release is no longer published, any publicly available source of similar market data reasonably selected by the Trustee.]

Section 3.04 ***[Mandatory Redemption of the Series 2022B Bonds.*** [The Series 2022B Bonds that are Current Interest Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:]

Mandatory Redemption Date (October 1)	<u>Principal Amount to be Redeemed</u>
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†Maturity

[The Series 2022B Bonds that are Capital Appreciation Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective Accreted Values set forth below, in each case at a redemption price equal to the Accreted Value thereof as of the date fixed for redemption:]

Mandatory Redemption Date (October 1)	<u>Accreted Value to be Redeemed</u>
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†Maturity

[The Series 2022B Bonds that are Convertible Capital Appreciation Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective [principal amounts] set forth below, in each case at a

redemption price equal to the [principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption].:]

Mandatory Redemption Date (October 1)	<u>Principal Amount to be Redeemed</u>
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†Maturity

Section 3.05 ***Extraordinary Redemption of the Series 2022B Bonds.*** The Series 2022B Bonds are subject to extraordinary redemption as provided in the Indenture.

Section 3.06 ***Payment of Series 2022B Bonds Called for Redemption.*** Upon surrender to the Trustee, Series 2022B Bonds called for redemption shall be paid at the redemption price stated in the notice, plus, when applicable, interest accrued to the date fixed for redemption.

Section 3.07 ***Selection of Series 2022B Bonds for Optional Redemption; Series 2022B Bonds Redeemed in Part.*** [If less than all of the Series 2022B Bonds are to be redeemed, the particular maturities of Series 2022B Bonds to be redeemed at the option of the Authority will be determined by the Authority in its sole discretion.

If the Series 2022B Bonds are registered in book-entry only form and so long as DTC or a successor securities depository is the sole registered owner of such Series 2022B Bonds, if less than all of the Series 2022B Bonds of a maturity are called for prior redemption, the particular Series 2022B Bonds or portions thereof to be redeemed shall be allocated on a pro rata pass-through distribution of principal basis in accordance with DTC procedures, provided that, so long as the Series 2022B Bonds are held in book-entry form, the selection for redemption of such Series 2022B Bonds shall be made in accordance with the operational arrangements of DTC then in effect, and, if the DTC operational arrangements do not allow for redemption on a pro rata pass-through distribution of principal basis, the Series 2022B Bonds will be selected for redemption, in accordance with DTC procedures, by lot.

For purposes of calculation of the “pro rata pass-through distribution of principal,” “pro rata” means, for any amount of principal to be paid, the application of a fraction to each denomination of the respective Series 2022B Bonds where (a) the numerator of which is equal to the amount due to the respective bondholders on a payment date, and (b) the denominator of which is equal to the total original par amount of the respective Series 2022B Bonds.

If the Series 2022B Bonds are no longer registered in book-entry-only form, each owner will receive an amount of Series 2022B Bonds equal to the original face amount then beneficially held by that owner, registered in such investor’s name. Thereafter, any redemption of less than all of the Series 2022B Bonds of any maturity will continue to be paid to the registered owners of such Series 2022B Bonds on a pro-rata basis, based on the portion of the original face amount of any such Series 2022B Bonds to be redeemed.]

Section 3.08 *Effect of Call for Redemption.* On the date so designated for redemption, notice having been given in the manner and under the conditions provided herein and moneys for payment of the redemption price, including, when applicable, accrued interest to the date fixed for redemption, being held in trust to pay the redemption price, (a) the Series 2022B Bonds so called for redemption shall become due and payable on the date fixed for redemption, (b) interest on such Series 2022B Bonds shall cease to accrue from and after such date fixed for redemption, (c) such Series 2022B Bonds shall cease to be entitled to any lien, benefit or security under the Indenture and (d) the owners of such Series 2022B Bonds shall have no rights in respect thereof except to receive payment of the redemption price. Series 2022B Bonds which have been duly called for redemption under the provisions of this Article III and for which moneys for the payment of the redemption price thereof, together with interest accrued to the date fixed for redemption, shall have been set aside and held in trust for the holders of the Series 2022B Bonds to be redeemed, all as provided in this Thirteenth Supplemental Indenture, shall not be deemed to be Outstanding under the provisions of the Indenture.

ARTICLE IV

ESTABLISHMENT OF FUNDS AND ADMINISTRATION THEREOF

Section 4.01 *Establishment of Funds and Accounts.* There is hereby established within the Debt Service Reserve Fund established pursuant to Section 3.02(c) of the Master Indenture, the Series 2022B Debt Service Reserve Account, to be held and administered by the Trustee in accordance with the Indenture and Section 4.04 of this Thirteenth Supplemental Indenture. In addition, the following funds are hereby established pursuant to Section 3.02 of the Master Indenture, each of which shall be held and administered by the Trustee as set forth herein:

(a) The Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds Costs of Issuance Fund, Series 2022B (the “Series 2022B Costs of Issuance Fund”); and

(b) The Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds Debt Service Fund, Series 2022B (the “Series 2022B Debt Service Fund”), which shall contain an Interest Account, a Principal Account and a Redemption Account for purposes of the Indenture.

Section 4.02 *Application of Funds.* The net proceeds of the sale of the Series 2022B Bonds, being the amount of \$[_____] [(of which \$[_____] shall be paid directly by the initial purchasers to the Series 2022B Bond Insurer for the issuance of the Series 2022B Bond Insurance Policy and the Series 2022B Debt Service Reserve Surety Policy)], shall be received by the Trustee and be deposited as follows:

(a) the sum of \$[_____] shall be deposited by the Trustee into the principal payment account of the Series 1999C Bonds to be used, together with funds held under the Indenture and available for such purpose, to pay and refund the Tendered Bonds that are Series 1999C Bonds.

(b) the sum of \$[_____] shall be deposited by the Trustee into the Escrow Fund established pursuant to the Escrow Agreement to be used, together with funds held under the Indenture and available for such purpose, to defease the outstanding Series 1999C Bonds maturing on October 1, 2022 and the outstanding Series 1999C Bonds maturing October 1, 2029 to their 2023, 2024 and 2025 sinking fund dates, as provided in the Escrow Agreement.

(c) the sum of \$[_____] shall be deposited by the Trustee into the Series 2022B Debt Service Reserve Account.

(d) the balance (being \$[_____]) shall be deposited by the Trustee into the Series 2022B Costs of Issuance Fund.

Section 4.03 Series 2022B Debt Service Fund. The Trustee shall withdraw funds and make payments from the Revenue Fund for deposit in the Series 2022B Debt Service Fund at the times and in the amounts required by Section 3.03(a) - FIRST of the Master Indenture in respect of the Series 2022B Bonds. With the funds made available to it pursuant to Section 3.03 of the Master Indenture for such purpose, the Trustee shall make deposits or transfers into the Series 2022B Debt Service Fund as follows:

(a) *Interest Account.* The Trustee shall deposit or transfer into the Interest Account of the Series 2022B Debt Service Fund amounts, as provided in the Master Indenture pursuant to Section 3.03(a) and this Thirteenth Supplemental Indenture, to be used to pay interest due on the Series 2022B Bonds that are Current Interest Bonds. The Trustee shall also deposit into the Interest Account any other amounts deposited with it for deposit in such Interest Account or transferred from other funds and accounts for deposit therein. Earnings on amounts in the Interest Account shall be credited to such account.

(b) *Principal Account.* The Trustee shall deposit or transfer into the Principal Account of the Series 2022B Debt Service Fund amounts, as provided pursuant to Section 3.03(a) of the Master Indenture and this Thirteenth Supplemental Indenture, to be used to pay the principal amount or the Final Compounded Amount of the Series 2022B Bonds at maturity. The Trustee shall also deposit into the Principal Account any other amounts deposited with it for deposit into such Principal Account or transferred from other funds and accounts for deposit therein. Earnings on amounts in the Principal Account shall be credited to such account.

(c) *Redemption Account.* The Trustee shall deposit or transfer into the Redemption Account of the Series 2022B Debt Service Fund amounts required or, in the case of optional redemption, amounts as instructed by or as received from the Authority, as provided pursuant to Section 3.03(a) of the Master Indenture and this Thirteenth Supplemental Indenture, to be used to pay the redemption price of Series 2022B Bonds being redeemed as provided in Section 2.12 of the Master Indenture and Sections 3.02 and 3.03 of this Thirteenth Supplemental Indenture. The Trustee shall also deposit into the Redemption Account any other amounts deposited with it for deposit into the Redemption Account or transferred from other funds and accounts for deposit therein. Earnings on amounts in the Redemption Account shall be credited to such account, and any remaining earnings or other amounts therein following the applicable date fixed for redemption shall be withdrawn by the Trustee on the Business Day following such

date fixed for redemption and deposited into the Revenue Fund, unless an Event of Default exists under the Indenture, in which event the earnings shall be retained in such Redemption Account.

Pursuant to Section 3.11 of the Master Indenture, amounts on deposit in the Series 2022B Debt Service Fund and the accounts therein may be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.

Section 4.04 *Series 2022B Debt Service Reserve Account.* As a condition of issuance of the Series 2022B Bonds, the amount set forth in Section 4.02(b) shall be deposited in the Series 2022B Debt Service Reserve Account of the Debt Service Reserve Fund so that the amount credited thereto will be equal to the Debt Service Reserve Requirement for the Series 2022B Bonds. In the event that a Debt Service Reserve Surety Policy shall be deposited in the Series 2022B Debt Service Reserve Account as provided in Section 3.05(c) of the Master Indenture, then any amounts in the Series 2022B Debt Service Reserve Account in excess of the Debt Service Reserve Requirement resulting from such deposit shall be transferred to the Series 2022B Debt Service Fund, unless an Event of Default exists under the Indenture, in which event the excess amounts shall be retained in the Series 2022B Debt Service Reserve Account, as provided in Section 3.05(d) of the Master Indenture.

The Trustee is authorized and directed to enter into the Series 2022B Debt Service Reserve Surety Policy in its capacity as Trustee under the Indenture and all provisions in the Indenture relating to the rights, privileges, powers and protections of the Trustee shall apply with equal force and effect to all actions taken or not taken by the Trustee in connection with the performance of any duties or responsibilities of the Trustee with respect to or under the Series 2022B Debt Service Reserve Surety Policy.

Section 4.05 *Series 2022B Costs of Issuance Fund.* There shall be deposited into the Series 2022B Costs of Issuance Fund the amount provided in Section 4.02(c) above. The Trustee shall make payments or disbursements from the Series 2022B Costs of Issuance Fund, if any, to pay Costs of Issuance relating to the Series 2022B Bonds upon receipt from the Authority of a Requisition meeting the requirements of Section 3.13 of the Master Indenture. Pursuant to Section 3.11 of the Master Indenture, amounts on deposit in the Series 2022B Costs of Issuance Fund may be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments. Subject to Section 3.11 of the Master Indenture, earnings on amounts in the Series 2022B Costs of Issuance Fund shall be retained therein. Upon the Trustee's receipt of written instructions from an Authorized Authority Representative, all amounts remaining on deposit in the Series 2022B Costs of Issuance Fund shall be transferred to the Series 2022B Debt Service Fund, and the Trustee shall close the Series 2022B Costs of Issuance Fund.

ARTICLE V

INTENTIONALLY OMITTED

ARTICLE VI

SERIES 2022B BOND INSURANCE POLICY; SERIES 2022B DEBT SERVICE

**RESERVE SURETY POLICY; ADDITIONAL COVENANTS FOR THE BENEFIT OF
THE SERIES 2022B BOND INSURER**

Section 6.01 *Application of Article VI.*

(a) All provisions herein regarding rights, consents, approvals, directions, appointments or requests by the Series 2022B Bond Insurer shall be deemed to not require or permit such consents, approvals, directions, appointments or requests by the Series 2022B Bond Insurer and shall be read as if the Series 2022B Bond Insurer were not mentioned therein, during any time in which: (i) the Series 2022B Bond Insurer is in default in its obligation to make payments under (A) the Series 2022B Bond Insurance Policy when due, (B) the Series 2022B Debt Service Reserve Surety Policy when due, or (C) any other municipal bond insurance policy or debt service reserve surety policy issued by the Series 2022B Bond Insurer when due and such failure shall continue for 30 days unless the obligation of the Series 2022B Bond Insurer to pay is being contested by the Series 2022B Bond Insurer in good faith by appropriate proceedings; (ii) the Series 2022B Bond Insurance Policy or the Series 2022B Debt Service Reserve Surety Policy shall at any time for any reason cease to be valid and binding on the Series 2022B Bond Insurer, or shall be declared to be null and void, in each case by a final, non-appealable order of a court of competent jurisdiction, or the validity or enforceability of any provision thereof is being contested by the Series 2022B Bond Insurer or any governmental agency or authority acting as a receiver or similar capacity for the Series 2022B Bond Insurer, or if the Series 2022B Bond Insurer is denying further liability or obligation under the Series 2022B Bond Insurance Policy or Series 2022B Debt Service Reserve Surety Policy; (iii) a proceeding has been instituted in a court having jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect of the Series 2022B Bond Insurer under Article 16 of the Insurance Law of the State of New York or any successor provision thereto or similar provision of law and such proceeding is not terminated for a period of 90 consecutive days or such court enters an order granting the relief sought in such proceeding; or (iv) the Series 2022B Insured Bonds are no longer Outstanding and any amounts due or to become due to the Series 2022B Bond Insurer have been paid in full; provided that to the extent that the Series 2022B Bond Insurer has made any payment of principal of or interest on the Series 2022B Bonds under the Series 2022B Bond Insurance Policy or the Series 2022B Debt Service Reserve Surety Policy, it shall retain its rights of subrogation and reimbursement under this Thirteenth Supplemental Indenture.

(b) Subject to Subsection 6.01(a) hereof, the covenants of the Authority in this Article VI are solely for the benefit of the Series 2022B Bond Insurer and can be modified or waived in whole or in part by the Series 2022B Bond Insurer or otherwise agreed to between the Authority and the Series 2022B Bond Insurer without the consent of the Trustee and the Holders of the Bonds. The failure by the Authority to comply with any such covenants in this Article VI shall constitute an Event of Default under the provisions of the Indenture if, and only if, the Series 2022B Bond Insurer gives a written notice of such failure to the Trustee and to the Authority, notwithstanding anything in the Indenture to the contrary.

Section 6.02 *Provisions Relating to the Series 2022B Bond Insurance Policy.* As long as the Series 2022B Bond Insurance Policy shall be in full force and effect and the Series 2022B

Bond Insurer is not in default of its obligation to make payments thereunder, the Authority, the Trustee and any Paying Agent hereby agree to comply with the following provisions:

(a) If, on the third Business Day prior to the related scheduled interest payment date or principal payment date (“Payment Date”) on the Series 2022B Insured Bonds, there is not on deposit with the Trustee, after making all transfers and deposits required under the Indenture, moneys sufficient to pay the principal of and interest on the Series 2022B Insured Bonds due on such Payment Date, the Trustee shall give notice to the Series 2022B Bond Insurer and to its designated agent (if any) (the “Series 2022B Bond Insurer’s Fiscal Agent”) by telephone or teletype of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2022B Insured Bonds due on such Payment Date, the Trustee shall make a claim under the Series 2022B Bond Insurance Policy and give notice to the Series 2022B Bond Insurer and the Series 2022B Bond Insurer’s Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2022B Insured Bonds and the amount required to pay principal of the Series 2022B Insured Bonds, confirmed in writing to the Series 2022B Bond Insurer and the Series 2022B Bond Insurer’s Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Series 2022B Bond Insurance Policy.

(b) The Trustee shall designate any portion of payment of principal on Series 2022B Insured Bonds paid by the Series 2022B Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2022B Insured Bonds registered to the then current Holder of the Series 2022B Insured Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2022B Bond to the Series 2022B Bond Insurer, registered in the name of **[BOND INSURER NAME]** in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee’s failure to so designate any payment or issue any replacement Series 2022B Insured Bond shall have no effect on the amount of principal or interest payable by the Authority on any Series 2022B Insured Bond or the subrogation rights of the Series 2022B Bond Insurer.

(c) The Trustee shall keep a complete and accurate record of all funds deposited by the Series 2022B Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2022B Insured Bond. The Series 2022B Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(d) Upon payment of a claim under the Series 2022B Bond Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of holders of the Series 2022B Insured Bonds, which is referred to herein as the “Policy Payments Account,” and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Series 2022B Bond Insurance Policy in trust on behalf of Holders of the Series 2022B Insured Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments

for which a claim was made. Such amounts shall be disbursed by the Trustee to Holders of the Series 2022B Insured Bonds in the same manner as principal and interest payments are to be made with respect to the Series 2022B Bonds under the sections of the Indenture regarding payment of Senior Lien Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

(e) Notwithstanding anything in the Indenture to the contrary, the Authority agrees to pay to the Series 2022B Bond Insurer: (i) a sum equal to the total of all amounts paid by the Series 2022B Bond Insurer under the Series 2022B Bond Insurance Policy (the “Insurer Advances”), which Insurer Advances shall be payable with monies deposited into the Series 2022B Debt Service Fund pursuant to Section 3.03(a) paragraph FIRST of the Indenture; and (ii) interest on such Insurer Advances from the date paid by the Series 2022B Bond Insurer until payment thereof in full, payable to the Series 2022B Bond Insurer at the Late Payment Rate per annum (collectively, the “Insurer Reimbursement Amounts”), which Insurer Reimbursement Amounts shall be payable as Financing Fees with monies deposited pursuant to Section 3.03(a) paragraph THIRD of the Indenture. “Late Payment Rate” means the lesser of: (A) the greater of (I) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (II) the then applicable highest rate of interest on the Series 2022B Insured Bonds, and (B) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.

(f) Funds held-in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Payment Date of the Series 2022B Insured Bonds shall promptly be remitted to the Series 2022B Bond Insurer.

Section 6.03 *Provisions Relating to the Series 2022B Debt Service Reserve Surety Policy.*

(a) The Trustee shall ascertain the necessity for making a claim upon the Series 2022B Debt Service Reserve Surety Policy in accordance with the provisions of subparagraph (d) hereof and shall provide notice to the Series 2022B Bond Insurer in accordance with the terms of the Series 2022B Debt Service Reserve Surety Policy at least five (5) Business Days prior to each date upon which interest or principal is due on the Series 2022B Bonds. Where deposits are required to be made by the Authority with the Trustee to the Series 2022B Debt Service Fund more often than semi-annually, the Trustee shall give notice to the Series 2022B Bond Insurer of any failure of the Authority to make timely payment in full of such deposits within two Business Days of the due date.

(b) The Authority shall repay, or cause to be repaid, any draws under the Series 2022B Debt Service Reserve Surety Policy and pay all related reasonable expenses incurred by the Series 2022B Bond Insurer and shall pay interest thereon from the date of payment by the Series 2022B Bond Insurer at the Late Payment Rate, which amounts shall be

payable as a Debt Service Reserve Surety Repayment Obligation pursuant to Section 3.03(c) of the Indenture. “Late Payment Rate means the lesser of: (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2022B Bonds, and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Series 2022B Bond Insurer shall specify.

If the interest provisions of this subparagraph (b) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Series 2022B Bond Insurer, with the same force and effect as if the Authority had specifically designated such extra sums to be so applied and the Series 2022B Bond Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

(c) Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, “Policy Costs”) shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Policy Costs constitute Debt Service Reserve Surety Repayment Obligations with respect to the Series 2022B Debt Service Reserve Surety Policy and shall be paid as provided in Section 3.03(c) of the Master Indenture.

Amounts in respect of Policy Costs paid to the Series 2022B Bond Insurer shall be credited: first to interest due, then to the expenses due, and then to principal due. As and to the extent that payments are made to the Series 2022B Bond Insurer on account of principal due, the coverage under the Series 2022B Debt Service Reserve Surety Policy will be increased by a like amount, subject to the terms of the Series 2022B Debt Service Reserve Surety Policy.

(d) All cash and investments in the Series 2022B Debt Service Reserve Account shall be transferred by the Trustee to the Series 2022B Debt Service Fund for payment of debt service on the Series 2022B Bonds before any drawing may be made on the Series 2022B Debt Service Reserve Surety Policy or any other credit facility credited to the Series 2022B Debt Service Reserve Account in lieu of cash (a “Credit Facility”). Payment of any Policy Costs shall

be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Series 2022B Debt Service Reserve Surety Policy) on which there is available coverage shall be made by the Trustee on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Series 2022B Debt Service Reserve Account, payment of Policy Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Series 2022B Debt Service Reserve Account. For the avoidance of doubt, “available coverage” means the coverage then available for disbursement pursuant to the terms of the applicable Credit Facility without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(e) The Indenture shall not be discharged until all Policy Costs owing to the Series 2022B Bond Insurer shall have been paid in full. The Authority’s obligation to pay such amounts shall expressly survive payment in full of the Series 2022B Bonds.

Section 6.04 *Covenants of the Authority For the Benefit of the Series 2022B Bond Insurer; Rights of Series 2022B Bond Insurer.*

(a) *[To be provided following engagement of bond insurer]*

Section 6.05 *Notices to the Series 2022B Bond Insurer.*

(b) *[To be provided following engagement of bond insurer]*

ARTICLE VII

MISCELLANEOUS

Section 7.01 *Notices.*

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Thirteenth Supplemental Indenture or the Series 2022B Bonds must be in writing except as expressly provided otherwise in this Thirteenth Supplemental Indenture.

(b) Any notice or other communication, unless otherwise specified, shall be sufficiently given and deemed given when (i) mailed by first-class mail, postage prepaid, addressed to the Authority or the Trustee at the addresses provided in the Indenture, or to the Series 2022B Bond Insurer at the address provided in Section 6.05 hereof, (ii) delivered by hand and received by the Authority or the Trustee at the addresses provided in the Indenture or (iii) sent by facsimile to the Authority or the Trustee at the number provided in the Indenture, or to the Series 2022B Bond Insurer at the address provided in Section 6.05 hereof, provided the machine receiving such facsimile is equipped with automatic answer-back capacity. Any addressee may designate additional or different addresses for purposes of this Section.

Section 7.02 *Modification of this Thirteenth Supplemental Indenture.* The Authority may, from time to time and at any time, execute and deliver Supplemental Indentures

supplementing and/or amending this Thirteenth Supplemental Indenture in the manner set forth in Article VIII of the Master Indenture.

Section 7.03 **Severability.** If any provision of this Thirteenth Supplemental Indenture shall be determined to be unenforceable, that shall not affect any other provision of this Thirteenth Supplemental Indenture.

Section 7.04 **Payments or Actions Occurring on Non-Business 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 or the action taken on the stated date, and no interest shall accrue on that payment for the intervening period.

Section 7.05 **Governing Law.** This Thirteenth Supplemental Indenture shall be governed by and construed in accordance with the laws of the State.

Section 7.06 **Captions.** The captions in this Thirteenth Supplemental Indenture are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Thirteenth Supplemental Indenture.

Section 7.07 **Counterparts.** This Thirteenth Supplemental Indenture may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Thirteenth Supplemental Indenture to be duly executed all as of the date first above written.

**ALAMEDA CORRIDOR TRANSPORTATION
AUTHORITY**

Attest:

By: _____
[Chief Executive Officer]

By: _____
Secretary of the
Authority Governing Board

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

By: _____
[Vice President]

EXHIBIT A

[FORM OF CAPITAL APPRECIATION BOND]

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

**TAXABLE SENIOR LIEN REVENUE REFUNDING BOND,
SERIES 2022B
(Capital Appreciation Bond)**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), 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 THEREIN.

No. _____

Final Compounded Amount: _____

Initial Amount: _____

Interest Rate

Maturity Date

Original Dated Date

CUSIP

Neither the faith and the credit nor the taxing power of the City of Los Angeles, the Harbor Department of the City of Los Angeles, the City of Long Beach, the Harbor Department of the City of Long Beach, the State of California or any public agency is pledged to or secures the payment of the Accreted Value or Final Compounded Amount of or premium, if any, on this bond. Payment of the Accreted Value or Final Compounded Amount of or premium, if any, on this bond is a special limited obligation of the Authority and is secured only by the Trust Estate and a pledge of Revenues, as provided in the Indenture. The Authority has no power of taxation.

The Alameda Corridor Transportation Authority (the "Authority") promises to pay, solely from the Trust Estate as provided in the Indenture, to the registered owner stated above, or registered assigns, the Final Compounded Amount of _____ Dollars on the maturity date set forth above (which amount represents the Initial Amount hereof, together with accreted interest on such Initial Amount, from the date hereof until the maturity date hereof, at the interest rate specified above, compounded on [October 1, 2022] and semiannually thereafter on October 1 and April 1 of each year) as provided in this bond.

Additional provisions of this bond are set forth on the following pages of this bond.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this bond, do exist, have happened and have been performed in due time, form and manner as required by law.

Date of Authentication: [_____, 2022]

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as successor in
trust to U.S. Bank National Association, as
Trustee, certifies that this is one of the Series
2022B Bonds referred to in the Indenture and
the Thirteenth Supplemental Indenture.

**ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY**

By: _____
Authorized Signatory

By: _____
[Chief Executive Officer]

[Countersigned:

By: _____
Chief Financial Officer]

1. ***Master Indenture; Thirteenth Supplemental Indenture.*** The Authority has entered into a Master Trust Indenture, dated as of January 1, 1999, as amended (the “Master Indenture”), with U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank National Association, as trustee (the “Trustee”). The Master Indenture provides that the Authority may issue bonds and incur other indebtedness under the terms and conditions set forth in the Master Indenture and any Supplemental Indenture. All bonds and other indebtedness issued thereunder and secured thereby are collectively referred to herein as “Bonds.”

This bond is part of a series of Bonds of the Authority designated as Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”). The Series 2022B Bonds are issued under the Master Indenture and a Thirteenth Supplemental Trust Indenture, dated as of [_____] 1, 2022] (the “Thirteenth Supplemental Indenture”), between the Authority and the Trustee and authorized by Resolution No. [_____] adopted by the Authority on [_____, 2022]. The Series 2022B Bonds, which consist of Capital Appreciation Bonds (including this bond), Current Interest Bonds and Series 2022B Convertible Capital Appreciation Bonds, are being issued in the aggregate Initial Amount of \$[_____]. The Series 2022B Bonds are equally and ratably secured under the Master Indenture and the Thirteenth Supplemental Indenture. This bond shall be deemed a “Senior Lien Bond” as defined in the Master Indenture. The Series 2022B Bonds shall be on a parity with the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A issued by the Authority on February 9, 1999, the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C issued by the Authority on February 9, 1999 (the “Series 1999C Bonds”), the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012 issued by the Authority on June 21, 2012, the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A issued by the Authority on February 12, 2013, the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A issued by the Authority on [_____, 2022], and any other Senior Lien Bonds issued from time to time under the Master Indenture, as and to the extent provided in the Master Indenture. The Series 2022B Bonds are being issued to pay the purchase price of, and thereby prepay or refund, or exchange, the Tendered Bonds, and to refund the outstanding Series 1999C Bonds maturing on October 1, 2022 and the outstanding Series 1999C Bonds maturing October 1, 2029 to their 2023, 2024 and 2025 sinking fund dates, as further described in the Thirteenth Supplemental Indenture.

The terms of the Series 2022B Bonds include the terms set forth in the Master Indenture and the Thirteenth Supplemental Indenture. Bondholders are referred to the Master Indenture and the Thirteenth Supplemental Indenture, each as may be amended and supplemented from time to time (collectively, the “Indenture”), for a statement of those terms. Capitalized terms used but not otherwise defined in this bond shall have the meanings given to them in the Indenture.

2. ***Source of Payments.*** The Series 2022B Bonds, together with all other Bonds, are secured by the Trust Estate and payable from the Revenues, as described in the Master Indenture. Pursuant to the Master Indenture, the Authority has pledged the Revenues, subject to application and priorities as described therein, to secure payment of all Bonds issued under the Master

Indenture. The Senior Lien Bonds authorized and issued under the provisions of the Master Indenture shall be secured by a pledge of Revenues and a first lien on the Trust Estate. The Authority hereby represents and states that it has not previously created any pledge, charge or lien on any security interest in the Trust Estate prior to or on parity with the lien of the Senior Lien Bonds, and the Authority covenants that, until all the Senior Lien Bonds authorized and issued under the provisions of the Master Indenture and the interest thereon shall have been paid or deemed to have been paid, the Authority will not, except as specifically provided in the Master Indenture, grant any prior or parity pledge of or any lien on or security interest in the Trust Estate, or create or permit to be created any charge or lien thereon or any security interest therein ranking prior to or on a parity with the charge or lien of the Senior Lien Bonds from time to time Outstanding under the Master Indenture.

3. ***Interest Rate.*** Interest on this bond shall accrue, but shall not be payable until maturity or prior redemption, at the rate shown on the face of this bond, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2022].

Interest on overdue Accreted Value and, to the extent lawful, on overdue interest will accrue at the rate shown on the face of this bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture).

4. ***Payment of Accreted Value or Final Compounded Amount.*** Payment of the Accreted Value or Final Compounded Amount of this bond will be paid at maturity or prior redemption upon surrender of this bond to the Paying Agent, except that with respect to Book-Entry Series 2022B Bonds, the Paying Agent may make arrangements for payment of the Accreted Value or Final Compounded Amount as provided in the Thirteenth Supplemental Indenture. The Accreted Value or Final Compounded Amount will be paid in lawful money of the United States. If any payment on this bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

5. ***Redemption.***

(a) *[Optional Redemption.* The Series 2022B Bonds that are Capital Appreciation Bonds maturing on and after [October 1, 20__] are not subject to optional redemption and the Series 2022B Bonds that are Capital Appreciation Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, 2032], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022B Bonds as of the date fixed for redemption.]

(b) *[Make-Whole Optional Redemption of the Series 2022B Bonds.*

The Series 2022B Bonds are subject to redemption at the option of the Authority at any time in whole or in part, at redemption price equal to the greater of:

(1) 100% of the principal amount of the Series 2022B Bonds to be redeemed; or

(2) the sum of the present value of the remaining scheduled payments of principal and interest to the stated maturity date of such Series 2022B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Series 2022B Bonds are to be redeemed, discounted to the date on which such Series 2022B Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (defined below) plus [____] basis points, plus, in each case, accrued interest on such Series 2022B Bonds to be redeemed to but not including the redemption date.

“Treasury Rate” means, with respect to any redemption date, the yield to maturity as of such redemption date of U.S. Treasury securities with a constant maturity most nearly equal to the period from the redemption date to the maturity date of such Series 2022B Bond (taking into account any sinking fund installments for such Series 2022B Bonds); however, if the period from the redemption date to such maturity date (taking into account any sinking fund installments for such Series 2022B Bonds) is less than one year, the yield to maturity of the U.S. Treasury securities with a constant maturity of one year, in each case as compiled and published in the most recent Federal Reserve Release H.15 which has become publicly available at least two business days, but not more than 45 calendar days, prior to the redemption date (excluding inflation indexed securities) or, if such Release is no longer published, any publicly available source of similar market data reasonably selected by the Trustee.]

(c) *[Mandatory Redemption.* The Series 2022B Bonds that are Capital Appreciation Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective Accreted Values set forth below, in each case at a redemption price equal to the Accreted Value thereof as of the date fixed for redemption:]

<u>Mandatory Redemption Date</u> <u>(October 1)</u>	<u>Accreted Value to be</u> <u>Redeemed</u>
--	--

†	
†Maturity	

(d) *Extraordinary Redemption.* The Series 2022B Bonds are subject to extraordinary redemption as provided in the Master Indenture.

(e) *Notice of Redemption.* At least thirty (30) days (or at least twenty (20) days for Book-Entry Series 2022B Bonds) but not more than sixty (60) days before each redemption, the Trustee will give notice as provided in the Thirteenth Supplemental Indenture to each owner of a Series 2022B Bond to be redeemed, which notice may be conditional in the case of optional redemption. Failure to

give any required notice of redemption will not affect the validity of the call for redemption of any Series 2022B Bond in respect of which such failure does not occur. Any notice sent as provided in the Thirteenth Supplemental Indenture will be conclusively presumed to have been given whether or not actually received by the addressee.

(f) *Effect of Redemption.* When notice of redemption is given and funds sufficient for redemption are deposited with the Paying Agent, Series 2022B Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price plus accrued interest to the redemption date; in such case when funds sufficient for redemption are deposited with the Paying Agent, interest on the Series 2022B Bonds to be redeemed ceases to accrue as of the date fixed for redemption.

6. ***Denominations; Transfer; Exchange.*** The Series 2022B Bonds that are Capital Appreciation Bonds are available in denominations such that the Accreted Value of such Capital Appreciation Bonds at their maturity shall be \$5,000 or an integral multiple thereof. A holder may transfer or exchange Series 2022B Bonds in accordance with the Master Indenture and the Thirteenth Supplemental Indenture. The Trustee and the Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Master Indenture.

7. ***Persons Deemed Owners.*** Except as provided in Section [6.04] of the Thirteenth Supplemental Indenture, the registered owner of this bond shall be treated as its owner for all purposes.

8. ***Unclaimed Money.*** If moneys for the payment of the Accreted Value or Final Compounded Amount or premium, if any, remain unclaimed for one year, such moneys will be paid to or for the account of the Authority. After that, holders entitled to such moneys must look only to the Authority and not to the Paying Agent or the Trustee for payment.

9. ***Discharge Before Maturity.*** If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the Accreted Value or Final Compounded Amount and premium, if any, on all Outstanding Bonds (including this bond), and if the Authority also pays all other sums then payable by the Authority under the Master Indenture, then the Master Indenture and all Supplemental Indentures thereto will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment. If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the Accreted Value or Final Compounded Amount and premium, if any, on any portion of the Outstanding Bonds, then such Bonds with respect to which the deposit was made shall no longer be deemed to be Outstanding and shall no longer be secured by the Master Indenture except to the extent of the funds set aside therefor.

10. ***Amendment, Supplement, Waiver.*** The Master Indenture, the Thirteenth Supplemental Indenture and the Series 2022B Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, only as provided in the Master

Indenture and the Thirteenth Supplemental Indenture. Any consent given by the owner of this bond shall bind any subsequent owner of this bond or any Series 2022B Bond delivered in substitution for this bond.

11. ***Defaults and Remedies.*** The Master Indenture provides that the occurrences of certain events constitute Events of Default. Bondholders may not enforce the Indenture or the Series 2022B Bonds except as provided in the Master Indenture. The Trustee may refuse to enforce the Indenture or the Series 2022B Bonds unless it receives indemnity satisfactory to it in accordance with Section 7.07 of the Master Indenture. Subject to certain limitations, holders of 25% or more of the Bond Obligation amount of the Bonds (including this bond), determined in accordance with the terms of the Master Indenture and the Thirteenth Supplemental Indenture, may direct the Trustee in its exercise of certain of such trusts or powers.

12. ***No Recourse Against Others.*** No member, director, officer, official or employee of the Authority shall have any personal liability for any obligations of the Authority under the Series 2022B Bonds, the Master Indenture or the Thirteenth Supplemental Indenture or for any claim based on such obligations or their creation or be subject to any personal liability or accountability by reason of the issuance thereof. Each Bondholder, by accepting a Series 2022B Bond, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this bond.

13. ***Authentication.*** This bond shall not be valid until the Trustee or an authenticating agent signs the certificate of authentication on the second page of this bond.

14. ***Abbreviations.*** Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

[FORM OF ASSIGNMENT]

I or we assign and transfer this bond to _____

_____ [insert social security number or other identifying number of assignee]

_____ [print or type assignee's name, address and zip code]

and irrevocably appoint _____

agent to transfer this bond on the books of the Authority. The agent may substitute another to act for him.

Date: _____

Signature: _____
(Sign exactly as name appears on the face of this bond)

Signature guarantee: _____
(NOTE: Signature must be guaranteed by an eligible guarantor institution.)

STATEMENT OF INSURANCE

[To be included, if applicable]

EXHIBIT B

[FORM OF CURRENT INTEREST BOND]

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

**TAXABLE SENIOR LIEN REVENUE REFUNDING BOND,
SERIES 2022B**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), 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 THEREIN.

No. _____

Interest Rate

Maturity Date

Original Dated Date

CUSIP

Registered Owner: _____

Principal Sum: _____

Neither the faith and the credit nor the taxing power of the City of Los Angeles, the Harbor Department of the City of Los Angeles, the City of Long Beach, the Harbor Department of the City of Long Beach, the State of California or any public agency is pledged to or secures the payment of the principal of, premium, if any, or interest on this bond. Payment of the principal of, premium, if any, or interest on this bond is a special limited obligation of the Authority and is secured only by the Trust Estate and a pledge of Revenues, as provided in the Indenture. The Authority has no power of taxation.

The Alameda Corridor Transportation Authority (the "Authority") promises to pay, solely from the Trust Estate as provided in the Indenture, to the registered owner stated above, or registered assigns, the Principal Sum stated above on the Maturity Date stated above, unless earlier redeemed, and to pay from those sources interest thereon at the Interest Rate stated above, as provided in this bond.

Additional provisions of this bond are set forth on the following pages of this bond.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this bond, do exist, have happened and have been performed in due time, form and manner as required by law.

Date of Authentication: [_____, 2022]

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as successor in
trust to U.S. Bank National Association, as
Trustee, certifies that this is one of the Series
2022B Bonds referred to in the Indenture and
the Thirteenth Supplemental Indenture.

**ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY**

By: _____
Authorized Signatory

By: _____
[Chief Executive Officer]

[Countersigned:

By: _____
Chief Financial Officer]

1. **Master Indenture; Thirteenth Supplemental Indenture.** The Authority has entered into a Master Trust Indenture, dated as of January 1, 1999, as amended (the “Master Indenture”), with U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank, National Association, as trustee (the “Trustee”). The Master Indenture provides that the Authority may issue bonds and incur other indebtedness under the terms and conditions set forth in the Master Indenture and any Supplemental Indenture. All bonds and other indebtedness issued thereunder and secured thereby are collectively referred to herein as “Bonds.”

This bond is part of a series of Bonds of the Authority designated as Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”). The Series 2022B Bonds are issued under the Master Indenture and a Thirteenth Supplemental Trust Indenture, dated as of [_____] 1, 2022] (the “Thirteenth Supplemental Indenture”), between the Authority and the Trustee and authorized by Resolution No. [_____] adopted by the Authority on [_____, 2022]. The Series 2022B Bonds, which consist of Capital Appreciation Bonds, Current Interest Bonds (including this bond) and Series 2022B Convertible Capital Appreciation Bonds, are being issued in the aggregate principal amount of \$[_____]. The Series 2022B Bonds are equally and ratably secured under the Master Indenture and the Thirteenth Supplemental Indenture. This bond shall be deemed a “Senior Lien Bond” as defined in the Master Indenture. The Series 2022B Bonds shall be on a parity with the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A issued by the Authority on February 9, 1999, the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C issued by the Authority on February 9, 1999 (the “Series 1999C Bonds”), the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012 issued by the Authority on June 21, 2012, the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A issued by the Authority on February 12, 2013, the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A issued by the Authority on [_____, 2022], and any other Senior Lien Bonds issued from time to time under the Master Indenture, as and to the extent provided in the Master Indenture. The Series 2022B Bonds are being issued to pay the purchase price of, and thereby prepay or refund, or exchange, the Tendered Bonds, and to refund the outstanding Series 1999C Bonds maturing on October 1, 2022 and the outstanding Series 1999C Bonds maturing October 1, 2029 to their 2023, 2024 and 2025 sinking fund dates, as further described in the Thirteenth Supplemental Indenture.

The terms of the Series 2022B Bonds include the terms set forth in the Master Indenture and the Thirteenth Supplemental Indenture. Bondholders are referred to the Master Indenture and the Thirteenth Supplemental Indenture, each as may be amended and supplemented from time to time (collectively, the “Indenture”), for a statement of those terms. Capitalized terms used but not otherwise defined in this bond shall have the meanings given to them in the Indenture.

2. **Source of Payments.** The Series 2022B Bonds, together with all other Bonds, are secured by the Trust Estate and payable from the Revenues, as described in the Master Indenture. Pursuant to the Master Indenture, the Authority has pledged the Revenues, subject to application and priorities as described therein, to secure payment of all Bonds issued under the Master Indenture. The Senior Lien Bonds authorized and issued under the provisions of the Master

Indenture shall be secured by a pledge of Revenues and a first lien on the Trust Estate. The Authority hereby represents and states that it has not previously created any pledge, charge or lien on any security interest in the Trust Estate prior to or on parity with the lien of the Senior Lien Bonds, and the Authority covenants that, until all the Senior Lien Bonds authorized and issued under the provisions of the Master Indenture and the interest thereon shall have been paid or deemed to have been paid, the Authority will not, except as specifically provided in the Master Indenture, grant any prior or parity pledge of or any lien on or security interest in the Trust Estate, or create or permit to be created any charge or lien thereon or any security interest therein ranking prior to or on a parity with the charge or lien of the Senior Lien Bonds from time to time Outstanding under the Master Indenture.

3. ***Interest Rate.*** This bond shall bear interest from its date until its maturity or prior redemption at the Interest Rate shown on the face of this bond. Interest on overdue principal and, to the extent lawful, on overdue interest will accrue at the rate shown on the face of this bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture). Interest on this bond shall be calculated on the basis of a year of 360 days and twelve 30-day months.

4. ***Interest Payment and Record Dates.*** Interest hereon will be due and payable on [October 1, 2022] and on each October 1 and April 1 thereafter until maturity or prior redemption, and will be paid by the Paying Agent to the party who is the owner hereof on the Record Date for such payment. The Record Date for an April 1 payment is the preceding March 15, and the Record Date for an October 1 payment is the preceding September 15. If this bond is not a Book-Entry Series 2022B Bond, as defined in the Thirteenth Supplemental Indenture, interest hereon will be paid by check mailed to the holder's registered address, and if this bond is a Book-Entry Series 2022B Bond, interest will be paid as provided in the Thirteenth Supplemental Indenture.

5. ***Payment of Principal.*** Principal of this bond will be paid at maturity or prior redemption upon surrender of this bond to the Paying Agent, except that with respect to Book-Entry Series 2022B Bonds, the Paying Agent may make arrangements for payment of principal as provided in the Thirteenth Supplemental Indenture. Principal and interest will be paid in lawful money of the United States. If any payment on this bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue on that payment for the intervening period as a result.

6. ***Redemption.***

(a) ***[Optional Redemption.]*** The Series 2022B Bonds that are Current Interest Bonds maturing on or before [October 1, 20__] are not subject to optional redemption, and the Series 2022B Bonds that are Current Interest Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, 2032], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the principal amount of such Series 2022B Bonds so redeemed plus accrued interest to the date fixed for redemption, without premium.]

(b) *[Make-Whole Optional Redemption of the Series 2022B Bonds.*

The Series 2022B Bonds are subject to redemption at the option of the Authority at any time in whole or in part, at redemption price equal to the greater of:

(1) 100% of the principal amount of the Series 2022B Bonds to be redeemed; or

(2) the sum of the present value of the remaining scheduled payments of principal and interest to the stated maturity date of such Series 2022B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Series 2022B Bonds are to be redeemed, discounted to the date on which such Series 2022B Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (defined below) plus [____] basis points, plus, in each case, accrued interest on such Series 2022B Bonds to be redeemed to but not including the redemption date.

“Treasury Rate” means, with respect to any redemption date, the yield to maturity as of such redemption date of U.S. Treasury securities with a constant maturity most nearly equal to the period from the redemption date to the maturity date of such Series 2022B Bond (taking into account any sinking fund installments for such Series 2022B Bonds); however, if the period from the redemption date to such maturity date (taking into account any sinking fund installments for such Series 2022B Bonds) is less than one year, the yield to maturity of the U.S. Treasury securities with a constant maturity of one year, in each case as compiled and published in the most recent Federal Reserve Release H.15 which has become publicly available at least two business days, but not more than 45 calendar days, prior to the redemption date (excluding inflation indexed securities) or, if such Release is no longer published, any publicly available source of similar market data reasonably selected by the Trustee.]

(c) *[Mandatory Redemption.* The Series 2022B Bonds that are Current Interest Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:]

Mandatory Redemption Date
(October 1)

Principal Amount to be
Redeemed

†

†Maturity

(d) *Extraordinary Redemption.* The Series 2022B Bonds are subject to extraordinary redemption as provided in the Master Indenture.

(e) *Notice of Redemption.* At least thirty (30) days (or at least twenty (20) days for Book-Entry Series 2022B Bonds) but not more than sixty (60) days before each redemption, the Trustee will give notice as provided in the Thirteenth Supplemental Indenture to each owner of a Series 2022B Bond to be redeemed, which notice may be conditional in the case of optional redemption. Failure to give any required notice of redemption will not affect the validity of the call for redemption of any Series 2022B Bond in respect of which such failure does not occur. Any notice sent as provided in the Thirteenth Supplemental Indenture will be conclusively presumed to have been given whether or not actually received by the addressee.

(f) *Effect of Redemption.* When notice of redemption is given and funds sufficient for redemption are deposited with the Paying Agent, Series 2022B Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price plus accrued interest to the redemption date; in such case when funds sufficient for redemption are deposited with the Paying Agent, interest on the Series 2022B Bonds to be redeemed ceases to accrue as of the date fixed for redemption.

7. ***Denominations; Transfer; Exchange.*** The Series 2022B Bonds that are Current Interest Bonds are available in denominations of \$5,000 or any integral multiple thereof. A holder may transfer or exchange Series 2022B Bonds in accordance with the Master Indenture and the Thirteenth Supplemental Indenture. The Trustee and the Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Master Indenture.

8. ***Persons Deemed Owners.*** Except as provided in Section [6.04] of the Thirteenth Supplemental Indenture, the registered owner of this bond shall be treated as its owner for all purposes.

9. ***Unclaimed Money.*** If moneys for the payment of the principal of, premium, if any, or interest remain unclaimed for one year, such moneys will be paid to or for the account of the Authority. After that, holders entitled to such moneys must look only to the Authority and not to the Paying Agent or the Trustee for payment.

10. ***Discharge Before Maturity.*** If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the principal of, premium, if any, and interest on all Outstanding Bonds (including this bond), and if the Authority also pays all other sums then payable by the Authority under the Master Indenture, then the Master Indenture and all Supplemental Indentures thereto will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment. If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the principal of, premium, if any, and interest on any portion of the Outstanding Bonds, then such Bonds with

respect to which the deposit was made shall no longer be deemed to be Outstanding and shall no longer be secured by the Master Indenture except to the extent of the funds set aside therefor.

11. ***Amendment, Supplement, Waiver.*** The Master Indenture, the Thirteenth Supplemental Indenture and the Series 2022B Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, only as provided in the Master Indenture and the Thirteenth Supplemental Indenture. Any consent given by the owner of this bond shall bind any subsequent owners of this bond or any Series 2022B Bond delivered in substitution for this bond.

12. ***Defaults and Remedies.*** The Master Indenture provides that the occurrences of certain events constitute Events of Default. Bondholders may not enforce the Indenture or the Series 2022B Bonds except as provided in the Master Indenture. The Trustee may refuse to enforce the Indenture or the Series 2022B Bonds unless it receives indemnity satisfactory to it in accordance with Section 7.07 of the Master Indenture. Subject to certain limitations, holders of 25% or more of the Bond Obligation amount of the Bonds (including this bond), determined in accordance with the terms of the Master Indenture and the Thirteenth Supplemental Indenture, may direct the Trustee in its exercise of certain of such trusts or powers.

13. ***No Recourse Against Others.*** No member, director, officer, official or employee of the Authority shall have any personal liability for any obligations of the Authority under the Series 2022B Bonds, the Master Indenture or the Thirteenth Supplemental Indenture or for any claim based on such obligations or their creation or be subject to any personal liability or accountability by reason of the issuance thereof. Each Bondholder, by accepting a Series 2022B Bond, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this bond.

14. ***Authentication.*** This bond shall not be valid until the Trustee or an authenticating agent signs the certificate of authentication on the second page of this bond.

15. ***Abbreviations.*** Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

[FORM OF ASSIGNMENT]

I or we assign and transfer this bond to

[insert social security number or other identifying number of assignee]

[print or type assignee’s name, address and zip code]

and irrevocably appoint

agent to transfer this bond on the books of the Authority. The agent may substitute another to act for him.

Date: _____

Signature: _____

(Sign exactly as name appears on
the face of this bond)

Signature guarantee: _____

(NOTE: Signature must
be guaranteed by an
eligible guarantor
institution.)

STATEMENT OF INSURANCE

[To be included, if applicable]

EXHIBIT C

[FORM OF CONVERTIBLE CAPITAL APPRECIATION BOND]

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

TAXABLE SENIOR LIEN REVENUE REFUNDING BOND,

SERIES 2022B

(Convertible Capital Appreciation Bond)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), 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 THEREIN.

No. _____ Principal Amount at Maturity: \$ _____

Initial Amount: \$ _____

Interest Rate

Maturity Date

Original Dated Date

CUSIP

Neither the faith and the credit nor the taxing power of the City of Los Angeles, the Harbor Department of the City of Los Angeles, the City of Long Beach, the Harbor Department of the City of Long Beach, the State of California or any public agency is pledged to or secures the payment of the principal or Accreted Value of, premium, if any, or interest on this bond. Payment of the principal or Accreted Value of, premium, if any, on or interest on this bond is a special limited obligation of the Authority and is secured only by the Trust Estate and a pledge of Revenues, as provided in the Indenture. The Authority has no power of taxation.

The Alameda Corridor Transportation Authority (the "Authority") promises to pay, solely from the Trust Estate as provided in the Indenture, to the registered owner stated above, or registered assigns, the principal amount of _____ Dollars on the maturity date set forth above (which amount represents the Initial Amount hereof, together with accreted interest on such Initial Amount, from the date hereof through the end of the Accretion Period at

the interest rate specified above, compounded on [October 1, 2022] and semiannually thereafter on October 1 and April 1 of each year (each, a “Compounding Date”) as provided in this bond. Subsequent to the Accretion Period, this bond shall bear interest on the Accreted Value as of the Conversion Date (*i.e.*, the principal amount), at the interest rate specified above.

Additional provisions of this bond are set forth on the following pages of this bond.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this bond, do exist, have happened and have been performed in due time, form and manner as required by law.

Date of Authentication: [_____, 2022]

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as successor in
trust to U.S. Bank National Association, as
Trustee, certifies that this is one of the Series
2022B Bonds referred to in the Indenture and
the Thirteenth Supplemental Indenture.

**ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY**

By: _____
Authorized Signatory

By: _____
[Chief Executive Officer]

[Countersigned:]

By: _____
Chief Financial Officer]

1. **Master Indenture; Thirteenth Supplemental Indenture.** The Authority has entered into a Master Trust Indenture, dated as of January 1, 1999, as amended (the “Master Indenture”), with U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank National Association, as trustee (the “Trustee”). The Master Indenture provides that the Authority may issue bonds and incur other indebtedness under the terms and conditions set forth in the Master Indenture and any Supplemental Indenture. All bonds and other indebtedness issued thereunder and secured thereby are collectively referred to herein as “Bonds.”

This bond is part of a series of Bonds of the Authority designated as Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”). The Series 2022B Bonds are issued under the Master Indenture and a Thirteenth Supplemental Trust Indenture, dated as of [_____] 1, 2022] (the “Thirteenth Supplemental Indenture”), between the Authority and the Trustee and authorized by Resolution No. [_____] adopted by the Authority on [_____, 2022]. The Series 2022B Bonds, which consist of Capital Appreciation Bonds, Current Interest Bonds and Series 2022B Convertible Capital Appreciation Bonds (including this bond), are being issued in the aggregate Initial Amount of \$[_____]. The Series 2022B Bonds are equally and ratably secured under the Master Indenture and the Thirteenth Supplemental Indenture. This bond shall be deemed a “Senior Lien Bond” as defined in the Master Indenture. The Series 2022B Bonds shall be on a parity with the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A issued by the Authority on February 9, 1999, the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C issued by the Authority on February 9, 1999 (the “Series 1999C Bonds”), the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012 issued by the Authority on June 21, 2012, the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A issued by the Authority on February 12, 2013, the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A issued by the Authority on [_____, 2022], and any other Senior Lien Bonds issued from time to time under the Master Indenture, as and to the extent provided in the Master Indenture. The Series 2022B Bonds are being issued to pay the purchase price of, and thereby prepay or refund, or exchange, the Tendered Bonds, and to refund the outstanding Series 1999C Bonds maturing on October 1, 2022 and the outstanding Series 1999C Bonds maturing October 1, 2029 to their 2023, 2024 and 2025 sinking fund dates, as further described in the Thirteenth Supplemental Indenture.

The terms of the Series 2022B Bonds include the terms set forth in the Master Indenture and the Thirteenth Supplemental Indenture. Bondholders are referred to the Master Indenture and the Thirteenth Supplemental Indenture, each as may be amended and supplemented from time to time (collectively, the “Indenture”), for a statement of those terms. Capitalized terms used but not otherwise defined in this bond shall have the meanings given to them in the Indenture.

2. **Source of Payments.** The Series 2022B Bonds, together with all other Bonds, are secured by the Trust Estate and payable from the Revenues, as described in the Master Indenture. Pursuant to the Master Indenture, the Authority has pledged the Revenues, subject to application and priorities as described therein, to secure payment of all Bonds issued under the Master Indenture. The Senior Lien Bonds authorized and issued under the provisions of the Master

Indenture shall be secured by a pledge of Revenues and a first lien on the Trust Estate. The Authority hereby represents and states that it has not previously created any pledge, charge or lien on any security interest in the Trust Estate prior to or on parity with the lien of the Senior Lien Bonds, and the Authority covenants that, until all the Senior Lien Bonds authorized and issued under the provisions of the Master Indenture and the interest thereon shall have been paid or deemed to have been paid, the Authority will not, except as specifically provided in the Master Indenture, grant any prior or parity pledge of or any lien on or security interest in the Trust Estate, or create or permit to be created any charge or lien thereon or any security interest therein ranking prior to or on a parity with the charge or lien of the Senior Lien Bonds from time to time Outstanding under the Master Indenture.

3. ***Interest Rate.*** During the Accretion Period, interest on this bond shall accrue, but shall not be payable until maturity or prior redemption, at the rate shown on the face of this bond, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2022]. Subsequent to the Accretion Period, this bond shall bear interest on the Accreted Value as of the Conversion Date (i.e., the principal amount) from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event this bond shall bear interest from such 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 this bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date following the Conversion Date, in which event this bond shall bear interest from the Conversion Date. If interest on this Bond shall be in default, the bond issued in exchange for the bond surrendered for transfer or exchange pursuant to the Master Indenture shall bear interest from the Interest Payment Date to which interest has been paid in full on the bond surrendered.

Interest on overdue principal or Accreted Value and, to the extent lawful, on overdue interest will accrue at the rate shown on the face of this bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture). Interest on this bond shall be calculated on the basis of a year of 360 days and twelve 30-day months.

4. ***Interest Payment and Record Dates.*** Subsequent to the Accretion Period, interest hereon will be due and payable on each April 1 and October 1 thereafter until maturity or prior redemption, and will be paid by the Paying Agent to the party who is the owner hereof on the Record Date for such payment. The Record Date for an April 1 payment is the preceding March 15, and the Record Date for an October 1 payment is the preceding September 15. If this bond is not a Book-Entry Series 2022B Bond, as defined in the Thirteenth Supplemental Indenture, interest hereon will be paid by check mailed to the holder's registered address, and if this bond is a Book Entry Series 2022B Bond, as defined in the Thirteenth Supplemental Indenture, interest will be paid as provided in the Thirteenth Supplemental Indenture.

5. ***Payment of Principal or Accreted Value.*** Payment of the principal or Accreted Value of this bond will be paid at maturity or prior redemption upon surrender of this bond to the Paying Agent, except that with respect to Book-Entry Series 2022B Bonds, the Paying Agent may make arrangements for payment of the principal or Accreted Value of, as provided in the Thirteenth Supplemental Indenture. The principal or Accreted Value of, and interest thereon,

will be paid in lawful money of the United States. If any payment on this bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

6. ***Redemption.***

(a) *[Optional Redemption.* The Series 2022B Convertible Capital Appreciation Bonds maturing on or before [October 1, 20__] are not subject to optional redemption and the Series 2022B Convertible Capital Appreciation Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, 2032], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022B Convertible Capital Appreciation Bonds as of the date fixed for redemption.]

(b) *[Make-Whole Optional Redemption of the Series 2022B Bonds.*

The Series 2022B Bonds are subject to redemption at the option of the Authority at any time in whole or in part, at redemption price equal to the greater of:

(1) 100% of the principal amount of the Series 2022B Bonds to be redeemed; or

(2) the sum of the present value of the remaining scheduled payments of principal and interest to the stated maturity date of such Series 2022B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Series 2022B Bonds are to be redeemed, discounted to the date on which such Series 2022B Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (defined below) plus [___] basis points, plus, in each case, accrued interest on such Series 2022B Bonds to be redeemed to but not including the redemption date.

“Treasury Rate” means, with respect to any redemption date, the yield to maturity as of such redemption date of U.S. Treasury securities with a constant maturity most nearly equal to the period from the redemption date to the maturity date of such Series 2022B Bond (taking into account any sinking fund installments for such Series 2022B Bonds); however, if the period from the redemption date to such maturity date (taking into account any sinking fund installments for such Series 2022B Bonds) is less than one year, the yield to maturity of the U.S. Treasury securities with a constant maturity of one year, in each case as compiled and published in the most recent Federal Reserve Release H.15 which has become publicly available at least two business days, but not more than 45 calendar days, prior to the redemption date (excluding inflation indexed securities) or, if such Release is no longer published, any publicly available source of similar market data reasonably selected by the Trustee.]

(c) *[Mandatory Redemption.* The Series 2022B Bonds that are Convertible Capital Appreciation Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective [principal amounts] set forth below, in each case at a redemption price equal to the [principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption]:]

Mandatory Redemption Date (<u>October 1</u>)	<u>Principal Amount to be Redeemed</u>
---	--

†

†Maturity

(d) *Extraordinary Redemption.* The Series 2022B Bonds are subject to extraordinary redemption as provided in the Master Indenture.

(e) *Notice of Redemption.* At least thirty (30) days (or at least twenty (20) days for Book-Entry Series 2022B Bonds) but not more than sixty (60) days before each redemption, the Trustee will give notice as provided in the Thirteenth Supplemental Indenture to each owner of a Series 2022B Bond to be redeemed, which notice may be conditional in the case of optional redemption. Failure to give any required notice of redemption will not affect the validity of the call for redemption of any Series 2022B Bond in respect of which such failure does not occur. Any notice sent as provided in the Thirteenth Supplemental Indenture will be conclusively presumed to have been given whether or not actually received by the addressee.

(f) *Effect of Redemption.* When notice of redemption is given and funds sufficient for redemption are deposited with the Paying Agent, Series 2022B Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price plus accrued interest to the redemption date; in such case when funds sufficient for redemption are deposited with the Paying Agent, interest on the Series 2022B Bonds to be redeemed ceases to accrue as of the date fixed for redemption.

7. *Denominations; Transfer; Exchange.* The Series 2022B Convertible Capital Appreciation Bonds are (i) on any date during the Accretion Period, available in denominations such that the Accreted Value on the Conversion Date shall equal \$5,000 or any integral multiple thereof; and (ii) on any date subsequent to the Accretion Period, available in denominations of \$5,000 or any integral multiple thereof. A holder may transfer or exchange Series 2022B Bonds in accordance with the Master Indenture and the Thirteenth Supplemental Indenture. The Trustee and the Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Master Indenture.

8. **Persons Deemed Owners.** Except as provided in Section [6.04] of the Thirteenth Supplemental Indenture, the registered owner of this bond shall be treated as its owner for all purposes.

9. **Unclaimed Money.** If moneys for the payment of the principal or Accreted Value of, premium, if any, or interest remain unclaimed for one year, such moneys will be paid to or for the account of the Authority. After that, holders entitled to such moneys must look only to the Authority and not to the Paying Agent or the Trustee for payment.

10. **Discharge Before Maturity.** If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the principal or Accreted Value of, interest on and premium, if any, on all Outstanding Bonds (including this bond), and if the Authority also pays all other sums then payable by the Authority under the Master Indenture, then the Master Indenture and all Supplemental Indentures thereto will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment. If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the principal or Accreted Value of, interest on and premium, if any, on any portion of the Outstanding Bonds, then such Bonds with respect to which the deposit was made shall no longer be deemed to be Outstanding and shall no longer be secured by the Master Indenture except to the extent of the funds set aside therefor.

11. **Amendment, Supplement, Waiver.** The Master Indenture, the Thirteenth Supplemental Indenture and the Series 2022B Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, only as provided in the Master Indenture and the Thirteenth Supplemental Indenture. Any consent given by the owner of this bond shall bind any subsequent owner of this bond or any Series 2022B Bond delivered in substitution for this bond.

12. **Defaults and Remedies.** The Master Indenture provides that the occurrences of certain events constitute Events of Default. Bondholders may not enforce the Indenture or the Series 2022B Bonds except as provided in the Master Indenture. The Trustee may refuse to enforce the Indenture or the Series 2022B Bonds unless it receives indemnity satisfactory to it in accordance with Section 7.07 of the Master Indenture. Subject to certain limitations, holders of 25% or more of the Bond Obligation amount of the Bonds (including this bond), determined in accordance with the terms of the Master Indenture and the Thirteenth Supplemental Indenture, may direct the Trustee in its exercise of certain of such trusts or powers.

13. **No Recourse Against Others.** No member, director, officer, official or employee of the Authority shall have any personal liability for any obligations of the Authority under the Series 2022B Bonds, the Master Indenture or the Thirteenth Supplemental Indenture or for any claim based on such obligations or their creation or be subject to any personal liability or accountability by reason of the issuance thereof. Each Bondholder, by accepting a Series 2022B Bond, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this bond.

14. **Authentication.** This bond shall not be valid until the Trustee or an authenticating agent signs the certificate of authentication on the second page of this bond.

15. **Abbreviations.** Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

[FORM OF ASSIGNMENT]

I or we assign and transfer this bond to _____

[insert social security number or other identifying number of assignee]

[print or type assignee's name, address and zip code]

and irrevocably appoint _____

agent to transfer this bond on the books of the Authority. The agent may substitute another to act for him.

Date: _____

Signature: _____
(Sign exactly as name appears on the face of this bond)

Signature guarantee: _____
(NOTE: Signature must be guaranteed by an eligible guarantor institution.)

STATEMENT OF INSURANCE

[To be included, if applicable]

EXHIBIT D

[ACCRETED VALUE TABLE SERIES 2022B CAPITAL APPRECIATION BONDS]

[see attached]

EXHIBIT E

[ACCRETED VALUE TABLE SERIES 2022B CONVERTIBLE CAPITAL APPRECIATION
BONDS]

[see attached]

EXHIBIT C-3

FORM OF FOURTEENTH SUPPLEMENTAL TRUST INDENTURE

[to be attached]

FOURTEENTH SUPPLEMENTAL TRUST INDENTURE

by and between the

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor in trust to
U.S. Bank National Association,
as Trustee**

Dated as of [_____] 1, 2022]

Relating to

[\$[_____]]

**Alameda Corridor Transportation Authority
Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds
Series 2022C**

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(This table of contents is not part of the Fourteenth Supplemental Trust Indenture and is only for convenience of reference. The captions herein are of no legal effect and do not vary the meaning or legal effect of any part of the Fourteenth Supplemental Trust Indenture.)

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FOURTEENTH SUPPLEMENTAL TRUST INDENTURE

This FOURTEENTH SUPPLEMENTAL TRUST INDENTURE dated as of [_____ 1, 2022] is by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a joint powers authority established under Article I, Chapter 5, Division 7, of Title 1 of the California Government Code and pursuant to an Amended and Restated Joint Exercise of Powers Agreement dated as of December 18, 1996, as amended, by and between the City of Long Beach and the City of Los Angeles (the “Authority”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor in trust to U.S. Bank National Association, as trustee (the “Trustee”), and supplements and amends the Master Trust Indenture dated as of January 1, 1999, by and between the Authority and the Trustee (as amended, the “Master Indenture”). Capitalized terms used herein which are not defined herein shall have the meanings set forth in the Indenture.

WHEREAS, on May 24, 2016 the Authority issued \$556,860,000 aggregate principal amount of Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B;

WHEREAS, the Authority has made a tender and exchange offer to the holders of the Series 2016B Bonds, and the holders of certain of such bonds have elected to tender such bonds for purchase by the Authority, or to exchange such bonds for Series 2022C Bonds (such tendered or exchanged Series 2016B Bonds, the “Tendered Bonds”);

WHEREAS, Section 2.08 of the Master Indenture provides that the Authority may issue Refunding Bonds from time to time for the purpose of providing funds to pay all or a portion of its outstanding Bonds;

WHEREAS, Section 2.09(c) of the Master Indenture (as amended by Section 6.01 of the Eleventh Supplemental Indenture) provides that the Authority may issue Second Subordinate Lien Bonds for the purpose of refunding Bonds previously issued under the Master Indenture provided that certain conditions are satisfied, including, among others, the requirement that Maximum Annual Debt Service on all outstanding Second Subordinate Lien Bonds following the issuance of such Refunding Bonds will not exceed Maximum Annual Debt Service on all outstanding Second Subordinate Lien Bonds prior to the issuance of such Refunding Bonds;

WHEREAS, the Authority desires to issue Refunding Bonds for the purpose of providing funds to pay the purchase price of, and thereby prepay or refund in full, or to exchange, the Tendered Bonds;

WHEREAS, Section 8.02 of the Master Indenture provides for the execution and delivery of Supplemental Indentures setting forth the terms of such Refunding Bonds; and

WHEREAS, the Authority now, by execution and delivery of this Fourteenth Supplemental Indenture and in compliance with the provisions of the Master Indenture, sets forth the terms of its Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C, provides for the deposit and use of the proceeds of the Series 2022C Bonds and makes other provisions relating to the Series 2022C Bonds.

ARTICLE I DEFINITIONS; INTERPRETATIONS

Section 1.01 *Definitions*. The following definitions shall apply to terms used in this Fourteenth Supplemental Indenture unless clearly stated otherwise:

“*Accretion Period*” shall mean with respect to any Series 2022C Convertible Capital Appreciation Bond, the period from the date of delivery of such Series 2022C Convertible Capital Appreciation Bond through the Conversion Date.

“*Authorized Denominations*” shall mean, (i) with respect to the Series 2022C Bonds which are Current Interest Bonds, \$5,000 or any integral multiple thereof, (ii) with respect to the Series 2022C Bonds which are Capital Appreciation Bonds, denominations such that the Accreted Value of such Series 2022C Bonds as of the maturity date thereof shall equal \$5,000 or any integral multiple thereof, and (iii) with respect to the Series 2022C Convertible Capital Appreciation Bonds (a) on any date during the Accretion Period, denominations such that the Accreted Value on the Conversion Date shall equal \$5,000 or any integral multiple thereof, and (b) subsequent to the Accretion Period, denominations of \$5,000 or any integral multiple thereof.

“*Book-Entry Series 2022C Bonds*” shall mean the Series 2022C Bonds held by DTC (or its nominee) as the registered owner thereof pursuant to the terms and provisions of Section 2.05 hereof.

“*Cede & Co.*” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Book-Entry Series 2022C Bonds.

“*Conversion Date*” shall mean [October 1, 20__], the date of expiration of the Accretion Period.

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

“*Eleventh Supplemental Indenture*” shall mean the Eleventh Supplemental Trust Indenture dated as of May 1, 2016, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Indenture.

“*Fourteenth Supplemental Indenture*” shall mean this Fourteenth Supplemental Trust Indenture dated as of [_____, 2022], between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Indenture.

“*Indenture*” shall mean the Master Trust Indenture dated as of January 1, 1999, between the Authority and the Trustee, as amended and supplemented from time to time (including by this Fourteenth Supplemental Indenture) in accordance therewith.

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

“Principal Payment Date” shall mean (a) for Series 2022C Bonds that are Current Interest Bonds, October 1 in each of the years in which the principal amount of a Series 2022C Bonds that is a Current Interest Bond is due and payable, (b) for Series 2022C Bonds that are Capital Appreciation Bonds, October 1 of any year in which the Final Compounded Amount of any Series 2022C Bond that is a Capital Appreciation Bond is due and payable, and (c) for Series 2022C Convertible Capital Appreciation Bonds, October 1 of the year in which the principal amount or Final Compounded Amount of such Series 2022C Bond is due and payable.

“Record Date” shall mean March 15 for any April 1 Interest Payment Date and September 15 for any October 1 Interest Payment Date.

“Registrar” for purposes of this Fourteenth Supplemental Indenture shall mean the Trustee.

“Representation Letter” shall mean the Blanket Letter of Representations dated December 18, 1998 from the Authority and the Trustee to DTC, or such similar letter or agreement filed with DTC from time to time.

“Series 2016B Bonds” shall mean the \$556,860,000 aggregate principal amount of Bonds issued under the Master Indenture and the Eleventh Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B”.

“Series 2022C Bond Insurance Policy” shall mean the municipal bond insurance policy issued by the Series 2022C Bond Insurer insuring, as provided therein, the payment when due of the principal of and interest on the Series 2022C Insured Bonds.

“Series 2022C Bond Insurer” shall mean [_____], a [_____] insurance company, and its successors and assigns. The Series 2022C Bond Insurer shall constitute a Bond Insurer as such term is defined in the Indenture.

“Series 2022C Bonds” shall mean the \$[_____] aggregate principal amount and Initial Amount of Bonds issued under the Master Indenture and this Fourteenth Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C”.

“Series 2022C Convertible Capital Appreciation Bonds” shall mean the Series 2022C Bonds designated as “Convertible Capital Appreciation Bonds” pursuant to Section 2.01 of this Fourteenth Supplemental Indenture and issued pursuant to Sections 2.01 and 2.03 of this Fourteenth Supplemental Indenture.

“Series 2022C Costs of Issuance Fund” shall mean the fund by that name created in Section 4.01(a) of this Fourteenth Supplemental Indenture.

“Series 2022C Debt Service Fund” shall mean the fund by that name created in Section 4.01(b) of this Fourteenth Supplemental Indenture and into which money shall be deposited to pay debt service on the Series 2022C Bonds.

“*Series 2022C Debt Service Reserve Account*” shall mean the account by that name created in the Debt Service Reserve Fund pursuant to Section 4.01 of this Fourteenth Supplemental Indenture.

“*Series 2022C Debt Service Reserve Surety Policy*” shall mean the municipal bond debt service reserve insurance policy issued by the Series 2022C Bond Insurer to be deposited in the Series 2022C Debt Service Reserve Account with the face amount of \$[_____], which is the Debt Service Reserve Requirement applicable to the Series 2022C Bonds on the date of issuance of the Series 2022C Bonds pursuant to Section 4.04 of this Fourteenth Supplemental Indenture.

“*Series 2022C Insured Bonds*” shall mean all the Series 2022C Bonds maturing on October 1 in the years [_____].

“*Series 2022C Rebate Fund*” shall mean the fund by that name created and maintained pursuant to Article V of this Fourteenth Supplemental Indenture.

“*Tax Certificate*” shall mean the [Tax and Nonarbitrage Certificate] executed by the Authority, dated the date of issuance of the Series 2022C Bonds, as amended and supplemented from time to time.

Section 1.02 ***Incorporation of Definitions Contained in the Indenture.*** Except as otherwise provided in Section 1.01 of this Fourteenth Supplemental Indenture, all capitalized words, terms and phrases used in this Fourteenth Supplemental Indenture shall have the same meanings herein as 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 Fourteenth Supplemental Indenture.

ARTICLE II THE SERIES 2022C BONDS

Section 2.01 ***Designation of the Series 2022C Bonds; Principal Amount and Initial Amount.*** There is hereby authorized and created a Series of Bonds, designated as the “Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C” to be issued in the aggregate principal amount and Initial Amount of \$[_____]. Said Bonds shall consist of “Current Interest Bonds”, “Capital Appreciation Bonds” and “Convertible Capital Appreciation Bonds”.

Section 2.02 ***Bonds Under The Indenture; Security; Parity.*** The Series 2022C Bonds are issued under and subject to the terms of the Indenture, shall be Second Subordinate Lien Bonds as defined pursuant to the Indenture and are secured by and payable from the Trust Estate in accordance with the terms of the Indenture. The Series 2022C Bonds shall be on a parity with the outstanding Series 2016B Bonds and any other Second Subordinate Lien Bonds issued under the Indenture, as and to the extent provided in the Indenture. The Series 2022C Bonds are being issued to pay the purchase price of, and thereby prepay or refund in full, the Tendered Bonds.

Section 2.03 ***No Acceleration.*** Upon the occurrence of any Event of Default with respect to the Series 2022C Bonds, and notwithstanding any other provision in the Master

Indenture or this Fourteenth Supplemental Indenture to the contrary, the Final Compounded Amounts of, and interest on, any Series 2022C Bond may not be accelerated or otherwise declared due and payable prior to its stated Principal Payment Date. Except as expressly provided in this Section 2.03, the remedies available to the holders of the Series 2022C Bonds upon the occurrence of any Event of Default shall be as set forth in Article VI of the Master Indenture in all respects.

Section 2.04. **Terms of the Series 2022C Bonds.** The Series 2022C Bonds shall, upon initial issuance, be dated their date of initial delivery. The Series 2022C Bonds shall be issued only in Authorized Denominations. The Series 2022C Bonds that are Capital Appreciation Bonds shall be substantially in the form of Exhibit A, which exhibit is a part of this Fourteenth Supplemental Indenture. The Series 2022C Bonds that are Current Interest Bonds shall be substantially in the form of Exhibit B, which exhibit is a part of this Fourteenth Supplemental Indenture. The Series 2022C Bonds that are Series 2022C Convertible Capital Appreciation Bonds shall be substantially in the form of Exhibit C, which exhibit is a part of this Fourteenth Supplemental Indenture. The Series 2022C Bonds shall be executed, on behalf of the Authority, by either the Chief Executive Officer or Chief Financial Officer of the Authority and such signature may be a facsimile.

The Final Compounded Amount of the Series 2022C Bonds that are Capital Appreciation Bonds shall be paid on the applicable Principal Payment Date.

(a) **Current Interest Bonds.** Each Series 2022C Bond that is a Current Interest Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2022C Bond shall bear interest from such 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 2022C Bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date, in which event such Series 2022C Bond shall bear interest from its date of initial delivery. If interest on the Series 2022C Bonds shall be in default, Series 2022C Bonds issued in exchange for Series 2022C Bonds surrendered for transfer or exchange pursuant to the Indenture shall bear interest from the Interest Payment Date to which interest has been paid in full on the Series 2022C Bonds surrendered to their maturity date or date fixed for redemption.

Interest on the Series 2022C Bonds that are Current Interest Bonds shall be paid on each Interest Payment Date. Principal on the Series 2022C Bonds that are Current Interest Bonds shall be paid on the applicable Principal Payment Date. Interest on the Series 2022C Bonds shall be calculated on the basis of a year of 360 days and twelve (12) thirty (30)-day months.

The Series 2022C Bonds that are Current Interest Bonds shall mature, subject to redemption, in the years and in the principal amounts and shall bear interest at the rates, as set forth in the following schedule:

Maturity Date (October 1)	Principal Amount (\$)	Interest Rate (%)
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<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>
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Under the Indenture, the Series 2022C Bonds that are Current Interest Bonds shall constitute “Current Interest Bonds.”

(b) *Capital Appreciation Bonds.* The Series 2022C Bonds that are Capital Appreciation Bonds shall be in the Initial Amounts and shall mature, subject to prior redemption, in the years and in the Final Compounded Amounts and shall accrete interest at the rates, as set forth in the following schedule:

<u>Maturity Date</u> <u>(October 1)</u>	<u>Initial</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>	<u>Final Compounded</u> <u>Amount (\$)</u>
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[*Series 2022C Insured Bonds]

Under the Indenture, the Series 2022C Bonds that are Capital Appreciation Bonds shall constitute “Capital Appreciation Bonds.”

Interest on the Series 2022C Bonds that are Capital Appreciation Bonds shall accrue, but shall not be payable until maturity or prior redemption, at the applicable rate set forth above, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2022]. The Accreted Value with respect to the Series 2022C Bonds that are Capital Appreciation Bonds on October 1 and April 1 of each year shall be as set forth on the Accreted Value Table attached hereto as Exhibit D, which is part of this Fourteenth Supplemental Indenture. The Accreted Value with respect to the Series 2022C Bonds that are Capital Appreciation Bonds on any date other than October 1 and April 1 of any year shall be calculated by the Trustee using straight line interpolation, which calculation will be binding absent manifest error.

(c) *Series 2022C Convertible Capital Appreciation Bonds.* The Series 2022C Convertible Capital Appreciation Bonds shall be in the Initial Amounts, shall bear interest at the

rates, shall have the Accreted Values as of the Conversion Date and shall mature in the years and in the principal amounts set forth in the following schedule:

<u>Maturity Date</u> <u>(October 1)</u>	<u>Initial</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>	<u>Accreted Value as</u> <u>of Conversion</u> <u>Date (\$)</u>	<u>Principal Amount at</u> <u>Maturity (\$)</u>
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Under the Master Indenture, (i) during the Accretion Period, the Series 2022C Convertible Capital Appreciation Bonds shall constitute “Capital Appreciation Bonds” and (ii) subsequent to the Accretion Period, the Series 2022C Convertible Capital Appreciation Bonds shall constitute “Current Interest Bonds.”

During the Accretion Period, interest on the Series 2022C Convertible Capital Appreciation Bonds shall accrue, but shall not be payable, at the applicable rate set forth above, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2022]. The Accreted Value with respect to the Series 2022C Convertible Capital Appreciation Bonds on each October 1 and April 1 prior to the Conversion Date shall be as set forth on the Accreted Value Table attached as Exhibit E, which is part of this Fourteenth Supplemental Indenture. Prior to the Conversion Date, the Accreted Value with respect to the Series 2022C Convertible Capital Appreciation Bonds on any date other than October 1 and April 1 shall be calculated by the Trustee using straight line interpolation, which calculation will be binding absent manifest error.

Subsequent to the Accretion Period, each Series 2022C Convertible Capital Appreciation Bond shall bear interest on the Accreted Value as of the Conversion Date (*i.e.*, the principal amount), at the applicable rate set forth above. Such interest shall be calculated on the basis of a year of 360 days and twelve 30-day months. Each Series 2022C Convertible Capital Appreciation Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2022C Convertible Capital Appreciation Bond shall bear interest from such 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 2022C Convertible Capital Appreciation Bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date following the Conversion Date, in which event such Series 2022C Convertible Capital Appreciation Bond shall bear interest from

the Conversion Date. If interest on the Series 2022C Convertible Capital Appreciation Bonds shall be in default, Series 2022C Convertible Capital Appreciation Bonds issued in exchange for Series 2022C Convertible Capital Appreciation Bonds surrendered for transfer or exchange pursuant to the Master Indenture shall bear interest from the Interest Payment Date to which interest has been paid in full on the Series 2022C Convertible Capital Appreciation Bonds surrendered.

(d) *Payments.*

Payment of principal of the Series 2022C Bonds that are Current Interest Bonds shall be made upon surrender of such Series 2022C Bonds to the Trustee. Payment of interest on the Series 2022C Bonds that are Current Interest Bonds which are not Book-Entry Series 2022C Bonds shall be paid by check or draft 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 registration books of the Registrar. Payment of interest on Book-Entry Series 2022C Bonds shall be made as provided in Section 2.05 hereof. Payment of the Final Compounded Amount or the redemption price of the Series 2022C Bonds that are Capital Appreciation Bonds shall be made upon surrender of such Series 2022C Bonds to the Trustee. The payment of interest on the Series 2022C Convertible Capital Appreciation Bonds subsequent to the Conversion Date that are, in each case, Book-Entry Series 2022C Bonds shall be made as provided in Section 2.05 hereof. Payment of interest on the Series 2022C Convertible Capital Appreciation Bonds subsequent to the Conversion Date that are not, in each case, Book-Entry Series 2022C Bonds shall be paid by check or draft 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 registration books of the Registrar. All payments in respect of the Series 2022C Bonds shall be made by the Authority in lawful money of the United States of America.

If the principal of or interest on (or Accreted Value of) a Series 2022C Bond becomes due and payable, but shall not have been paid when due, and no provision is made for its payment, then interest on overdue principal (or overdue Accreted Value) and, to the extent lawful, on overdue interest will accrue at the rate applicable to such Series 2022C Bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture and in this Fourteenth Supplemental Indenture).

Section 2.04 *Exchange of Series 2022C Bonds.* Series 2022C Bonds which are delivered to the Registrar for exchange pursuant to the Indenture may be exchanged for an equal total principal amount or Initial Amount, as applicable, of Series 2022C Bonds of the same type, interest rate and maturity date in Authorized Denominations.

Section 2.05 **Book-Entry Series 2022C Bonds.**

(a) Upon initial issuance, the registered owner of all of the Series 2022C Bonds shall be DTC. Payment of the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, any Series 2022C 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 Record Date or special record date for Cede & Co. in the registration books of the Registrar.

(b) The Series 2022C Bonds shall be initially issued in the form of a separate single authenticated fully registered Series 2022C Bond for each separate stated maturity with the same interest rate. Upon initial issuance, the ownership of such Series 2022C Bonds shall be registered in the registration books of the Registrar in the name of Cede & Co., as nominee of DTC. The Trustee, the Registrar, the Series 2022C Bond Insurer and the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2022C Bonds registered in its name for the purposes of payment of the principal or Final Compounded Amount and the redemption price of, and interest on, as applicable, the Series 2022C Bonds, selecting the Series 2022C Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to the holders of the Series 2022C Bonds under the Indenture, registering the transfer of Series 2022C Bonds, and, subject to Section 6.05 hereof, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and none of the Trustee, the Registrar, the Series 2022C Bond Insurer or the Authority shall be affected by any notice to the contrary. None of the Trustee, the Registrar, the Series 2022C Bond Insurer or the Authority shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Series 2022C Bonds under or through DTC or any Participant, or any other person who 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 or the Final Compounded Amount and the redemption price of, and interest on, as applicable, the Series 2022C Bonds; any notice which is permitted or required to be given to the holders of the Series 2022C Bonds under the Indenture; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2022C Bonds; any consent given or other action taken by DTC as Bondholder; or any other purpose. The Trustee shall pay the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, the Series 2022C Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, the Series 2022C Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Series 2022C Bond evidencing the obligation of the Authority to make payments of the principal or the Final Compounded Amount and the redemption price, and interest, as applicable, 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 word "Cede & Co." in this Fourteenth Supplemental Indenture shall refer to such new nominee of DTC.

(c) Notwithstanding any other provision of the Indenture to the contrary, so long as any Series 2022C Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, such Series 2022C Bond and all notices with respect to such Series 2022C Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(d) Subject to Section 6.05 hereof, in connection with any notice or other communication to be provided to the holders of the Series 2022C Bonds pursuant to the Indenture by the Authority or the Trustee with respect to any consent or other action to be taken by the holders of the Series 2022C Bonds, 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.

(e) NONE OF THE AUTHORITY, THE CITY OF LOS ANGELES, THE CITY OF LONG BEACH, THE REGISTRAR, THE SERIES 2022C BOND INSURER OR 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 THE FINAL COMPOUNDED AMOUNT AND THE REDEMPTION PRICE OF, AND INTEREST ON, AS APPLICABLE, THE SERIES 2022C 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 2022C BONDS.

ARTICLE III REDEMPTION

Section 3.01 *Notices to Bondholders.* The Trustee shall give notice of redemption (which, in the case of optional redemption, may be conditional), in the name of the Authority, to the holders of the Series 2022C Bonds to be redeemed pursuant to this Article III at least thirty (30) days (or at least twenty (20) days for Book-Entry Series 2022C Bonds) but not more than sixty (60) days before each date fixed for redemption. The Trustee shall send such notices of redemption by first-class mail (or with respect to the Series 2022C Bonds held by DTC, in accordance with DTC operating procedures) to each owner of a Series 2022C Bond to be redeemed; each such notice shall be sent to the owner's registered address.

Each notice of redemption shall specify the Series 2022C Bonds to be redeemed, the date of issue, the maturity date thereof, if less than all Series 2022C Bonds of a maturity are called for redemption, the numbers of the Series 2022C Bonds, the principal amount or Initial Amount, as applicable, and the CUSIP numbers assigned to the Series 2022C Bonds to be redeemed, the principal or Accreted Value, as applicable, to be redeemed and the interest rate applicable to the Series 2022C Bonds to be redeemed, the date fixed for redemption, the redemption price, the place or places of payment, the Trustee's or Paying Agent's name, that payment will be made upon presentation and surrender of the Series 2022C Bonds to be redeemed to the Trustee, that interest, if any, accrued to the date fixed for redemption and not paid will be paid as specified in said notice, and that on and after said date interest thereon will cease to accrue on the Series 2022C Bonds called for redemption, to the extent that moneys for payment of the redemption price, including accrued interest to the date fixed for redemption, are being held in trust by the Trustee therefor. In the case of optional redemptions pursuant to Section 3.02 of this Fourteenth Supplemental Indenture, each such notice shall further state that the proposed redemption is conditioned on there being on deposit in the applicable account, on the date fixed for redemption,

sufficient money to pay the full redemption price, plus accrued but unpaid interest to the date fixed for redemption, or the Accreted Value, as applicable, of the Series 2022C Bonds to be redeemed.

Failure to give any required notice of redemption as to any particular Series 2022C Bonds will not affect the validity of the call for redemption of any other Series 2022C Bonds with respect to which such failure does not occur. Any notice sent as provided herein will be conclusively presumed to have been given whether or not actually received by the addressee. When notice of redemption is given, Series 2022C Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price; provided that, in the case of optional redemption, sufficient money to pay the full redemption price of the Series 2022C Bonds to be redeemed is on deposit in the applicable account on the date fixed for redemption. In the event that funds are deposited by the Authority with the Paying Agent sufficient for redemption, interest on the Series 2022C Bonds to be redeemed will cease to accrue as of the date fixed for redemption.

Section 3.02 [*Optional Redemption of the Series 2022C Bonds*. The Series 2022C Bonds that are Current Interest Bonds maturing on or before [October 1, 20__] are not subject to optional redemption, and the Series 2022C Bonds that are Current Interest Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the principal amount of such Series 2022C Bonds so redeemed plus accrued interest to the date fixed for redemption, without premium.]

[The Series 2022C Bonds that are Capital Appreciation Bonds maturing on and after [October 1, 20__] are not subject to optional redemption, and the Series 2022C Bonds that are Capital Appreciation Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022C Bonds as of the date fixed for redemption.]

[The Series 2022C Convertible Capital Appreciation Bonds maturing on or before [October 1, 20__] are not subject to optional redemption, and the Series 2022C Convertible Capital Appreciation Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022C Convertible Capital Appreciation Bonds as of the date fixed for redemption.]

Section 3.03 [*Mandatory Redemption of the Series 2022C Bonds*. [The Series 2022C Bonds that are Current Interest Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:]

Mandatory Redemption Date
(October 1)

Principal Amount to be
Redeemed

†
_____†
Maturity

[The Series 2022C Bonds that are Capital Appreciation Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective Accreted Values set forth below, in each case at a redemption price equal to the Accreted Value thereof as of the date fixed for redemption:]

Mandatory Redemption Date
(October 1)

Accreted Value to be
Redeemed

†
_____†
Maturity

[The Series 2022C Bonds that are Convertible Capital Appreciation Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective [principal amounts] set forth below, in each case at a redemption price equal to the [principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption]:]

Mandatory Redemption Date
(October 1)

Principal Amount to be
Redeemed

†
_____†
Maturity

Section 3.04 ***Extraordinary Redemption of the Series 2022C Bonds.*** The Series 2022C Bonds are subject to extraordinary redemption as provided in the Indenture.

Section 3.05 ***Payment of Series 2022C Bonds Called for Redemption.*** Upon surrender to the Trustee, Series 2022C Bonds called for redemption shall be paid at the redemption price stated in the notice, plus, when applicable, interest accrued to the date fixed for redemption.

Section 3.06 ***Selection of Series 2022C Bonds for Optional Redemption; Series 2022C Bonds Redeemed in Part.*** Series 2022C Bonds may be selected for optional redemption by the Authority pursuant to Section 3.02 hereof, in whole or in part, in such order of maturity as the

Authority may direct and within a maturity by lot, selected in such manner as the Trustee may deem appropriate (subject, with respect to Series 2022C Bonds held by DTC, to DTC's operational requirements); provided that Series 2022C Bonds may be redeemed only in Authorized Denominations. Upon surrender of a Series 2022C Bond to be redeemed in part only, the Trustee will authenticate for the holder a new Series 2022C Bond or Series 2022C Bonds of the same maturity equal in principal amount or Initial Amount, as applicable, to the unredeemed portion of the Series 2022C Bond surrendered.

Section 3.07 *Effect of Call for Redemption*. On the date so designated for redemption, notice having been given in the manner and under the conditions provided herein and moneys for payment of the redemption price, including, when applicable, accrued interest to the date fixed for redemption, being held in trust to pay the redemption price, (a) the Series 2022C Bonds so called for redemption shall become due and payable on the date fixed for redemption, (b) interest on such Series 2022C Bonds shall cease to accrue from and after such date fixed for redemption, (c) such Series 2022C Bonds shall cease to be entitled to any lien, benefit or security under the Indenture, and (d) the owners of such Series 2022C Bonds shall have no rights in respect thereof except to receive payment of the redemption price. Series 2022C Bonds which have been duly called for redemption under the provisions of this Article III and for which moneys for the payment of the redemption price thereof, together with interest accrued to the date fixed for redemption, shall have been set aside and held in trust for the holders of the Series 2022C Bonds to be redeemed, all as provided in this Fourteenth Supplemental Indenture, shall not be deemed to be Outstanding under the provisions of the Indenture.

ARTICLE IV ESTABLISHMENT OF FUNDS AND ADMINISTRATION THEREOF

Section 4.01 *Establishment of Funds and Accounts*. There is hereby established within the Debt Service Reserve Fund established pursuant to Section 3.02(c) of the Master Indenture, the Series 2022C Debt Service Reserve Account, to be held and administered by the Trustee in accordance with the Indenture and Section 4.04 of this Fourteenth Supplemental Indenture. In addition, the following funds are hereby established pursuant to Section 3.02 of the Master Indenture, each of which shall be held and administered by the Trustee as set forth herein:

(a) The Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds Costs of Issuance Fund, Series 2022C (the "Series 2022C Costs of Issuance Fund"); and

(b) The Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds Debt Service Fund, Series 2022C (the "Series 2022C Debt Service Fund"), which shall contain an Interest Account, a Principal Account and a Redemption Account for purposes of the Indenture.

Section 4.02 *Application of Funds.*

The net proceeds of the sale of the Series 2022C Bonds, being the amount of \$[_____] [(of which \$[_____] shall be paid directly by the initial purchasers to the Series 2022C Bond Insurer for the issuance of the Series 2022C Bond Insurance Policy and the Series 2022C Debt Service Reserve Surety Policy)], shall be received by the Trustee and be deposited as follows:

(a) the sum of \$[_____] shall be deposited by the Trustee into the principal payment account of the Series 2016B Bonds to be used, together with funds held under the Indenture and available for such purpose, to pay and refund the Tendered Bonds.

(b) the sum of \$[_____] shall be deposited by the Trustee into the Series 2022C Debt Service Reserve Account.

(c) The balance (being \$[_____] shall be deposited by the Trustee into the Series 2022C Costs of Issuance Fund.

Section 4.03 *Series 2022C Debt Service Fund.* The Trustee shall withdraw funds and make payments from the Revenue Fund for deposit in the Series 2022C Debt Service Fund at the times and in the amounts required by Section 3.03(a) - EIGHTH of the Master Indenture in respect of the Series 2022C Bonds. With the funds made available to it pursuant to Section 3.03 of the Master Indenture for such purpose, the Trustee shall make deposits or transfers into the Series 2022C Debt Service Fund as follows:

(a) *Interest Account.* The Trustee shall deposit or transfer into the Interest Account of the Series 2022C Debt Service Fund amounts, as provided in the Master Indenture pursuant to Section 3.03(a) and this Fourteenth Supplemental Indenture, to be used to pay interest due on the Series 2022C Bonds that are Current Interest Bonds. The Trustee shall also deposit into the Interest Account any other amounts deposited with it for deposit in such Interest Account or transferred from other funds and accounts for deposit therein. Earnings on amounts in the Interest Account shall be credited to such account.

(b) *Principal Account.* The Trustee shall deposit or transfer into the Principal Account of the Series 2022C Debt Service Fund amounts, as provided pursuant to Section 3.03(a) of the Master Indenture and this Fourteenth Supplemental Indenture, to be used to pay the principal amount or the Final Compounded Amount of the Series 2022C Bonds at maturity. The Trustee shall also deposit into the Principal Account any other amounts deposited with it for deposit into such Principal Account or transferred from other funds and accounts for deposit therein. Earnings on amounts in the Principal Account shall be credited to such account.

(c) *Redemption Account.* The Trustee shall deposit or transfer into the Redemption Account of the Series 2022C Debt Service Fund amounts required or, in the case of optional redemption, amounts as instructed by or as received from the Authority, as provided pursuant to Section 3.03(a) of the Master Indenture and this Fourteenth Supplemental Indenture, to be used to pay the redemption price of Series 2022C Bonds being redeemed as provided in Section 2.12 of the Master Indenture and Sections 3.02 and 3.03 of this Fourteenth Supplemental Indenture. The Trustee shall also deposit into the Redemption Account any other amounts

deposited with it for deposit into the Redemption Account or transferred from other funds and accounts for deposit therein. Earnings on amounts in the Redemption Account shall be credited to such account, and any remaining earnings or other amounts therein following the applicable date fixed for redemption shall be withdrawn by the Trustee on the Business Day following such date fixed for redemption and deposited into the Revenue Fund, unless an Event of Default exists under the Indenture, in which event the earnings shall be retained in such Redemption Account.

Pursuant to Section 3.11 of the Master Indenture, amounts on deposit in the Series 2022C Debt Service Fund and the accounts therein may be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.

Section 4.04 ***Series 2022C Debt Service Reserve Account.*** As a condition of issuance of the Series 2022C Bonds, the amount set forth in Section 4.02(b) shall be deposited in the Series 2022C Debt Service Reserve Account of the Debt Service Reserve Fund so that the amount credited thereto will be equal to the Debt Service Reserve Requirement for the Series 2022C Bonds. In the event that a Debt Service Reserve Surety Policy shall be deposited in the Series 2022C Debt Service Reserve Account as provided in Section 3.05(c) of the Master Indenture, then any amounts in the Series 2022C Debt Service Reserve Account in excess of the Debt Service Reserve Requirement resulting from such deposit shall be transferred to the Series 2022C Debt Service Fund, unless an Event of Default exists under the Indenture, in which event the excess amounts shall be retained in the Series 2022C Debt Service Reserve Account, as provided in Section 3.05(d) of the Master Indenture.

The Trustee is authorized and directed to enter into the Series 2022C Debt Service Reserve Surety Policy in its capacity as Trustee under the Indenture and all provisions in the Indenture relating to the rights, privileges, powers and protections of the Trustee shall apply with equal force and effect to all actions taken or not taken by the Trustee in connection with the performance of any duties or responsibilities of the Trustee with respect to or under the Series 2022C Debt Service Reserve Surety Policy.

Section 4.05 ***Series 2022C Costs of Issuance Fund.*** There shall be deposited into the Series 2022C Costs of Issuance Fund the amount provided in Section 4.02(c) above. The Trustee shall make payments or disbursements from the Series 2022C Costs of Issuance Fund, if any, to pay Costs of Issuance relating to the Series 2022C Bonds upon receipt from the Authority of a Requisition meeting the requirements of Section 3.13 of the Master Indenture. Pursuant to Section 3.11 of the Master Indenture, amounts on deposit in the Series 2022C Costs of Issuance Fund may be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments. Subject to Section 3.11 of the Master Indenture, earnings on amounts in the Series 2022C Costs of Issuance Fund shall be retained therein. Upon the Trustee's receipt of written instructions from an Authorized Authority Representative, all amounts remaining on deposit in the Series 2022C Costs of Issuance Fund shall be transferred to the Series 2022C Debt Service Fund, and the Trustee shall close the Series 2022C Costs of Issuance Fund.

**ARTICLE V
TAX COVENANTS**

The Authority hereby agrees that it will execute the Tax Certificate with respect to the Series 2022C Bonds. There is hereby created and established by the Authority the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds Rebate Fund, Series 2022C” (the “Series 2022C Rebate Fund”) to be held and administered by the Authority. Notwithstanding any other provision contained herein relating to the deposit of investment earnings on amounts on deposit in any fund or account hereunder, at the written direction of the Authority, any earnings which are subject to a federal tax or rebate requirement, as provided in the Tax Certificate, shall be deposited in the Series 2022C Rebate Fund for that purpose.

**ARTICLE VI
SERIES 2022C BOND INSURANCE POLICY; SERIES 2022C DEBT SERVICE
RESERVE SURETY POLICY; ADDITIONAL COVENANTS FOR THE BENEFIT OF
THE SERIES 2022C BOND INSURER**

Section 6.01 *Application of Article VI.*

(a) All provisions herein regarding rights, consents, approvals, directions, appointments or requests by the Series 2022C Bond Insurer shall be deemed to not require or permit such consents, approvals, directions, appointments or requests by the Series 2022C Bond Insurer and shall be read as if the Series 2022C Bond Insurer were not mentioned therein, during any time in which: (i) the Series 2022C Bond Insurer is in default in its obligation to make payments under (A) the Series 2022C Bond Insurance Policy when due, (B) the Series 2022C Debt Service Reserve Surety Policy when due, or (C) any other municipal bond insurance policy or debt service reserve surety policy issued by the Series 2022C Bond Insurer when due and such failure shall continue for 30 days unless the obligation of the Series 2022C Bond Insurer to pay is being contested by the Series 2022C Bond Insurer in good faith by appropriate proceedings; (ii) the Series 2022C Bond Insurance Policy or the Series 2022C Debt Service Reserve Surety Policy shall at any time for any reason cease to be valid and binding on the Series 2022C Bond Insurer, or shall be declared to be null and void, in each case by a final, non-appealable order of a court of competent jurisdiction, or the validity or enforceability of any provision thereof is being contested by the Series 2022C Bond Insurer or any governmental agency or authority acting as a receiver or similar capacity for the Series 2022C Bond Insurer, or if the Series 2022C Bond Insurer is denying further liability or obligation under the Series 2022C Bond Insurance Policy or Series 2022C Debt Service Reserve Surety Policy; (iii) a proceeding has been instituted in a court having jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect of the Series 2022C Bond Insurer under Article 16 of the Insurance Law of the State of New York or any successor provision thereto or similar provision of law and such proceeding is not terminated for a period of 90 consecutive days or such court enters an order granting the relief sought in such proceeding; or (iv) the Series 2022C Insured Bonds are no longer Outstanding and any amounts due or to become due to the Series 2022C Bond Insurer have been paid in full; provided that to the extent that the Series 2022C Bond Insurer has made any payment of principal of or interest on the Series 2022C Bonds under the Series 2022C Bond Insurance Policy or the Series 2022C

Debt Service Reserve Surety Policy, it shall retain its rights of subrogation and reimbursement under this Fourteenth Supplemental Indenture.

(b) Subject to Subsection 6.01(a) hereof, the covenants of the Authority in this Article VI are solely for the benefit of the Series 2022C Bond Insurer and can be modified or waived in whole or in part by the Series 2022C Bond Insurer or otherwise agreed to between the Authority and the Series 2022C Bond Insurer without the consent of the Trustee and the Holders of the Bonds. The failure by the Authority to comply with any such covenants in this Article VI shall constitute an Event of Default under the provisions of the Indenture if, and only if, the Series 2022C Bond Insurer gives a written notice of such failure to the Trustee and to the Authority, notwithstanding anything in the Indenture to the contrary.

Section 6.02 *Provisions Relating to the Series 2022C Bond Insurance Policy.* As long as the Series 2022C Bond Insurance Policy shall be in full force and effect and the Series 2022C Bond Insurer is not in default of its obligation to make payments thereunder, the Authority, the Trustee and any Paying Agent hereby agree to comply with the following provisions:

(a) If, on the third Business Day prior to the related scheduled interest payment date or principal payment date (“Payment Date”) on the Series 2022C Insured Bonds, there is not on deposit with the Trustee, after making all transfers and deposits required under the Indenture, moneys sufficient to pay the principal of and interest on the Series 2022C Insured Bonds due on such Payment Date, the Trustee shall give notice to the Series 2022C Bond Insurer and to its designated agent (if any) (the “Series 2022C Bond Insurer’s Fiscal Agent”) by telephone or teletype of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2022C Insured Bonds due on such Payment Date, the Trustee shall make a claim under the Series 2022C Bond Insurance Policy and give notice to the Series 2022C Bond Insurer and the Series 2022C Bond Insurer’s Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2022C Insured Bonds and the amount required to pay principal of the Series 2022C Insured Bonds, confirmed in writing to the Series 2022C Bond Insurer and the Series 2022C Bond Insurer’s Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Series 2022C Bond Insurance Policy.

(b) The Trustee shall designate any portion of payment of principal on Series 2022C Insured Bonds paid by the Series 2022C Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2022C Insured Bonds registered to the then current Holder of the Series 2022C Insured Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2022C Bond to the Series 2022C Bond Insurer, registered in the name of **[BOND INSURER NAME]** in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee’s failure to so designate any payment or issue any replacement Series 2022C Insured Bond shall have no effect on the amount of principal or interest payable by the Authority on any Series 2022C Insured Bond or the subrogation rights of the Series 2022C Bond Insurer.

(c) The Trustee shall keep a complete and accurate record of all funds deposited by the Series 2022C Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2022C Insured Bond. The Series 2022C Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(d) Upon payment of a claim under the Series 2022C Bond Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of holders of the Series 2022C Insured Bonds, which is referred to herein as the “Policy Payments Account,” and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Series 2022C Bond Insurance Policy in trust on behalf of Holders of the Series 2022C Insured Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Holders of the Series 2022C Insured Bonds in the same manner as principal and interest payments are to be made with respect to the Series 2022C Bonds under the sections of the Indenture regarding payment of Senior Lien Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

(e) Notwithstanding anything in the Indenture to the contrary, the Authority agrees to pay to the Series 2022C Bond Insurer: (i) a sum equal to the total of all amounts paid by the Series 2022C Bond Insurer under the Series 2022C Bond Insurance Policy (the “Insurer Advances”), which Insurer Advances shall be payable with monies deposited into the Series 2022C Debt Service Fund pursuant to Section 3.03(a) paragraph [___] of the Indenture; and (ii) interest on such Insurer Advances from the date paid by the Series 2022C Bond Insurer until payment thereof in full, payable to the Series 2022C Bond Insurer at the Late Payment Rate per annum (collectively, the “Insurer Reimbursement Amounts”), which Insurer Reimbursement Amounts shall be payable as Financing Fees with monies deposited pursuant to Section 3.03(a) paragraph [___] of the Indenture. “Late Payment Rate” means the lesser of: (A) the greater of (I) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (II) the then applicable highest rate of interest on the Series 2022C Insured Bonds, and (B) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.

(f) Funds held-in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Payment Date of the Series 2022C Insured Bonds shall promptly be remitted to the Series 2022C Bond Insurer.

Section 6.03 *Provisions Relating to the Series 2022C Debt Service Reserve Surety Policy.*

(a) The Trustee shall ascertain the necessity for making a claim upon the Series 2022C Debt Service Reserve Surety Policy in accordance with the provisions of subparagraph (d) hereof and shall provide notice to the Series 2022C Bond Insurer in accordance with the terms of the Series 2022C Debt Service Reserve Surety Policy at least five (5) Business Days prior to each date upon which interest or principal is due on the Series 2022C Bonds. Where deposits are required to be made by the Authority with the Trustee to the Series 2022C Debt Service Fund more often than semi-annually, the Trustee shall give notice to the Series 2022C Bond Insurer of any failure of the Authority to make timely payment in full of such deposits within two Business Days of the due date.

(b) The Authority shall repay, or cause to be repaid, any draws under the Series 2022C Debt Service Reserve Surety Policy and pay all related reasonable expenses incurred by the Series 2022C Bond Insurer and shall pay interest thereon from the date of payment by the Series 2022C Bond Insurer at the Late Payment Rate, which amounts shall be payable as a Debt Service Reserve Surety Repayment Obligation pursuant to Section [3.03(c)] of the Indenture. "Late Payment Rate means the lesser of: (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2022C Bonds, and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Series 2022C Bond Insurer shall specify.

If the interest provisions of this subparagraph (b) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Series 2022C Bond Insurer, with the same force and effect as if the Authority had specifically designated such extra sums to be so applied and the Series 2022C Bond Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

(c) Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Policy Costs constitute Debt Service Reserve Surety Repayment Obligations with respect to the Series 2022C Debt Service Reserve Surety Policy and shall be paid as provided in Section [3.03(c)] of the Master Indenture.

Amounts in respect of Policy Costs paid to the Series 2022C Bond Insurer shall be credited: first to interest due, then to the expenses due, and then to principal due. As and to the extent that payments are made to the Series 2022C Bond Insurer on account of principal due, the coverage under the Series 2022C Debt Service Reserve Surety Policy will be increased by a like amount, subject to the terms of the Series 2022C Debt Service Reserve Surety Policy.

(d) All cash and investments in the Series 2022C Debt Service Reserve Account shall be transferred by the Trustee to the Series 2022C Debt Service Fund for payment of debt service on the Series 2022C Bonds before any drawing may be made on the Series 2022C Debt Service Reserve Surety Policy or any other credit facility credited to the Series 2022C Debt Service Reserve Account in lieu of cash (a “Credit Facility”). Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Series 2022C Debt Service Reserve Surety Policy) on which there is available coverage shall be made by the Trustee on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Series 2022C Debt Service Reserve Account, payment of Policy Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Series 2022C Debt Service Reserve Account. For the avoidance of doubt, “available coverage” means the coverage then available for disbursement pursuant to the terms of the applicable Credit Facility without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(e) The Indenture shall not be discharged until all Policy Costs owing to the Series 2022C Bond Insurer shall have been paid in full. The Authority’s obligation to pay such amounts shall expressly survive payment in full of the Series 2022C Bonds.

Section 6.04 *Covenants of the Authority For the Benefit of the Series 2022C Bond Insurer; Rights of Series 2022C Bond Insurer.*

(a) *[To be provided following engagement of bond insurer]*

Section 6.05 *Notices to the Series 2022C Bond Insurer.*

(a) *[To be provided following engagement of bond insurer]*

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 *Notices.*

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this

Fourteenth Supplemental Indenture or the Series 2022C Bonds must be in writing except as expressly provided otherwise in this Fourteenth Supplemental Indenture.

(b) Any notice or other communication, unless otherwise specified, shall be sufficiently given and deemed given when (i) mailed by first-class mail, postage prepaid, addressed to the Authority or the Trustee at the addresses provided in the Indenture, or to the Series 2022C Bond Insurer at the address provided in Section 6.05 hereof, (ii) delivered by hand and received by the Authority or the Trustee at the addresses provided in the Indenture, or (iii) sent by facsimile to the Authority or the Trustee at the number provided in the Indenture, or to the Series 2022C Bond Insurer at the address provided in Section 6.05 hereof, provided the machine receiving such facsimile is equipped with automatic answer-back capacity. Any addressee may designate additional or different addresses for purposes of this Section.

Section 7.02 ***Modification of this Fourteenth Supplemental Indenture.*** The Authority may, from time to time and at any time, execute and deliver Supplemental Indentures supplementing and/or amending this Fourteenth Supplemental Indenture in the manner set forth in Article VIII of the Master Indenture.

Section 7.03 ***Severability.*** If any provision of this Fourteenth Supplemental Indenture shall be determined to be unenforceable, that shall not affect any other provision of this Fourteenth Supplemental Indenture.

Section 7.04 ***Payments or Actions Occurring on Non-Business 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 or the action taken on the stated date, and no interest shall accrue on that payment for the intervening period.

Section 7.05 ***Governing Law.*** This Fourteenth Supplemental Indenture shall be governed by and construed in accordance with the laws of the State.

Section 7.06 ***Captions.*** The captions in this Fourteenth Supplemental Indenture are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Fourteenth Supplemental Indenture.

Section 7.07 ***Counterparts.*** This Fourteenth Supplemental Indenture may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Fourteenth Supplemental Indenture to be duly executed all as of the date first above written.

**ALAMEDA CORRIDOR TRANSPORTATION
AUTHORITY**

Attest:

By: _____
[Chief Executive Officer]

By: _____
Secretary of the
Authority Governing Board

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

By: _____
[Vice President]

EXHIBIT A

FORM OF CAPITAL APPRECIATION BOND

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
TAX-EXEMPT SECOND SUBORDINATE LIEN REVENUE REFUNDING BOND,
SERIES 2022C
(Capital Appreciation Bond)**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), 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 THEREIN.

No. _____

Final Compounded Amount: _____

Initial Amount: _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Dated Date</u>	<u>CUSIP</u>
[_____]%	[_____]	[_____]	[_____]

Neither the faith and the credit nor the taxing power of the City of Los Angeles, the Harbor Department of the City of Los Angeles, the City of Long Beach, the Harbor Department of the City of Long Beach, the State of California or any public agency is pledged to or secures the payment of the Accreted Value or Final Compounded Amount of or premium, if any, on this bond. Payment of the Accreted Value or Final Compounded Amount of or premium, if any, on this bond is a special limited obligation of the Authority and is secured only by the Trust Estate and a pledge of Revenues, as provided in the Indenture. The Authority has no power of taxation.

The Alameda Corridor Transportation Authority (the "Authority") promises to pay, solely from the Trust Estate as provided in the Indenture, to the registered owner stated above, or registered assigns, the Final Compounded Amount of _____ Dollars on the maturity date set forth above (which amount represents the Initial Amount hereof, together with accreted interest on such Initial Amount, from the date hereof until the maturity date hereof, at the interest rate specified above, compounded on [October 1, 2022] and semiannually thereafter on October 1 and April 1 of each year), as provided in this bond.

Additional provisions of this bond are set forth on the following pages of this bond.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this bond, do exist, have happened and have been performed in due time, form and manner as required by law.

Date of Authentication: [_____, 2022]

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as successor
in trust to U.S. Bank National Association, as
Trustee, certifies that this is one of the Series
2022C Bonds referred to in the Indenture and
the Fourteenth Supplemental Indenture.

**ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY**

By: _____
Authorized Signatory

By: _____
[Chief Executive Officer]

[Countersigned:

By: _____
Chief Financial Officer]

1. **Master Indenture; Fourteenth Supplemental Indenture.** The Authority has entered into a Master Trust Indenture, dated as of January 1, 1999, as amended (the “Master Indenture”), with U.S. Bank Trust Company, National Association, as successor-in-trust to U.S. Bank National Association, as trustee (the “Trustee”). The Master Indenture provides that the Authority may issue bonds and incur other indebtedness under the terms and conditions set forth in the Master Indenture and any Supplemental Indenture. All bonds and other indebtedness issued thereunder and secured thereby are collectively referred to herein as “Bonds.”

This bond is part of a series of Bonds of the Authority designated as Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”). The Series 2022C Bonds are issued under the Master Indenture and a Fourteenth Supplemental Trust Indenture, dated as of [_____ 1, 2022] (the “Fourteenth Supplemental Indenture”), between the Authority and the Trustee and authorized by Resolution No. [_____] adopted by the Authority on [_____, 2022]. The Series 2022C Bonds, which consist of Capital Appreciation Bonds (including this bond), Current Interest Bonds and Series 2022C Convertible Capital Appreciation Bonds, are being issued in the aggregate Initial Amount of \$[_____]. The Series 2022C Bonds are equally and ratably secured under the Master Indenture and the Fourteenth Supplemental Indenture. This bond shall be deemed a “Second Subordinate Lien Bond” as defined in the Master Indenture. The Series 2022C Bonds shall be on a parity with [the Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B (“Series 2016B Bonds”) and] any other Second Subordinate Lien Bonds issued from time to time under the Master Indenture, as and to the extent provided in the Master Indenture. The Series 2022C Bonds are being issued to pay the purchase price of, and thereby prepay or refund, or exchange, the Tendered Bonds.

The terms of the Series 2022C Bonds include the terms set forth in the Master Indenture and the Fourteenth Supplemental Indenture. Bondholders are referred to the Master Indenture and the Fourteenth Supplemental Indenture, each as may be amended and supplemented from time to time (collectively, the “Indenture”), for a statement of those terms. Capitalized terms used but not otherwise defined in this bond shall have the meanings given to them in the Indenture.

2. **Source of Payments.** The Series 2022C Bonds, together with all other Bonds, are secured by the Trust Estate and payable from the Revenues, as described in the Master Indenture. Pursuant to the Master Indenture, the Authority has pledged the Revenues, subject to application and priorities as described therein, to secure payment of all Bonds issued under the Master Indenture. The Second Subordinate Lien Bonds authorized and issued under the provisions of the Master Indenture shall be junior and subordinate in all respects to the Senior Lien Bonds and the First Subordinate Lien Bonds, shall be secured by a pledge of Revenues, and shall be secured by and have a priority with respect to the Trust Estate as set forth in the Master Indenture. The Authority covenants that, except as provided in the Master Indenture, until all the Second Subordinate Lien Bonds authorized and issued under the provisions of the Master Indenture and the interest thereon shall have been paid or deemed to have been paid, the Authority will not, except as provided in the Master Indenture, grant any prior or parity pledge of or any lien on or security interest in the Trust Estate of the priority level for the Second Subordinate Lien Bonds as is set forth in the Master Indenture.

3. **Interest Rate.** Interest on this bond shall accrue, but shall not be payable until maturity or prior redemption, at the rate shown on the face of this bond, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2022].

Interest on overdue Accreted Value and, to the extent lawful, on overdue interest will accrue at the rate shown on the face of this bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture).

4. **Payment of Accreted Value or Final Compounded Amount.** Payment of the Accreted Value or Final Compounded Amount of this bond will be paid at maturity or prior redemption upon surrender of this bond to the Paying Agent, except that with respect to Book-Entry Series 2022C Bonds, the Paying Agent may make arrangements for payment of the Accreted Value or Final Compounded Amount as provided in the Fourteenth Supplemental Indenture. The Accreted Value or Final Compounded Amount will be paid in lawful money of the United States. If any payment on this bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

5. **Redemption.**

(a) *[Optional Redemption.* The Series 2022C Bonds that are Capital Appreciation Bonds maturing on and after [October 1, 20__] are not subject to optional redemption, and the Series 2022C Bonds that are Capital Appreciation Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022C Bonds as of the date fixed for redemption.]

(b) *[Mandatory Redemption.* The Series 2022C Bonds that are Capital Appreciation Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective Accreted Values set forth below, in each case at a redemption price equal to the Accreted Value thereof as of the date fixed for redemption:]

Mandatory Redemption Date (October 1)	<u>Principal Amount to be Redeemed</u>
--	--

†

†Maturity

(c) *Extraordinary Redemption.* The Series 2022C Bonds are subject to extraordinary redemption as provided in the Master Indenture.

(d) *Notice of Redemption.* At least thirty (30) days (or at least twenty (20) days for Book-Entry Series 2022C Bonds) but not more than sixty (60) days before each redemption, the Trustee will give notice as provided in the Fourteenth Supplemental Indenture to each owner of a Series 2022C Bond to be redeemed, which notice may be conditional in the case of optional redemption. Failure to give any required notice of redemption will not affect the validity of the call for redemption of any Series 2022C Bond in respect of which such failure does not occur. Any notice sent as provided in the Fourteenth Supplemental Indenture will be conclusively presumed to have been given whether or not actually received by the addressee.

(e) *Effect of Redemption.* When notice of redemption is given and funds sufficient for redemption are deposited with the Paying Agent, Series 2022C Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price plus accrued interest to the redemption date; in such case when funds sufficient for redemption are deposited with the Paying Agent, interest on the Series 2022C Bonds to be redeemed ceases to accrue as of the date fixed for redemption.

6. ***Denominations; Transfer; Exchange.*** The Series 2022C Bonds that are Capital Appreciation Bonds are available in denominations such that the Accreted Value of such Capital Appreciation Bonds at their maturity shall be \$5,000 or an integral multiple thereof. A holder may transfer or exchange Series 2022C Bonds in accordance with the Master Indenture and the Fourteenth Supplemental Indenture. The Trustee and the Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Master Indenture.

7. ***Persons Deemed Owners.*** Except as provided in Section [6.04] of the Fourteenth Supplemental Indenture, the registered owner of this bond shall be treated as its owner for all purposes.

8. ***Unclaimed Money.*** If moneys for the payment of the Accreted Value or Final Compounded Amount or premium, if any, remain unclaimed for one year, such moneys will be paid to or for the account of the Authority. After that, holders entitled to such moneys must look only to the Authority and not to the Paying Agent or the Trustee for payment.

9. ***Discharge Before Maturity.*** If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the Accreted Value or Final Compounded Amount and premium, if any, on all Outstanding Bonds (including this bond), and if the Authority also pays all other sums then payable by the Authority under the Master Indenture, then the Master Indenture and all Supplemental Indentures thereto will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment. If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the Accreted Value or Final Compounded Amount and premium, if any, on any portion of the Outstanding Bonds, then such Bonds with respect to which the deposit was

made shall no longer be deemed to be Outstanding and shall no longer be secured by the Master Indenture except to the extent of the funds set aside therefor.

10. ***Amendment, Supplement, Waiver.*** The Master Indenture, the Fourteenth Supplemental Indenture and the Series 2022C Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, only as provided in the Master Indenture and the Fourteenth Supplemental Indenture. Any consent given by the owner of this bond shall bind any subsequent owners of this bond or any Series 2022C Bond delivered in substitution for this bond.

11. ***Defaults and Remedies.*** The Master Indenture provides that the occurrences of certain events constitute Events of Default. Bondholders may not enforce the Indenture or the Series 2022C Bonds except as provided in the Master Indenture. The Trustee may refuse to enforce the Indenture or the Series 2022C Bonds unless it receives indemnity satisfactory to it in accordance with Section 7.07 of the Master Indenture. Subject to certain limitations, holders of 25% or more of the Bond Obligation amount of the Bonds (including this bond), determined in accordance with the terms of the Master Indenture and the Fourteenth Supplemental Indenture, may direct the Trustee in its exercise of certain of such trusts or powers.

12. ***No Recourse Against Others.*** No member, director, officer, official or employee of the Authority shall have any personal liability for any obligations of the Authority under the Series 2022C Bonds, the Master Indenture or the Fourteenth Supplemental Indenture or for any claim based on such obligations or their creation or be subject to any personal liability or accountability by reason of the issuance thereof. Each Bondholder, by accepting a Series 2022C Bond, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this bond.

13. ***Authentication.*** This bond shall not be valid until the Trustee or an authenticating agent signs the certificate of authentication on the second page of this bond.

14. ***Abbreviations.*** Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

[FORM OF ASSIGNMENT]

I or we assign and transfer this bond to _____

_____ [insert social security number or other identifying number of assignee]

_____ [print or type assignee's name, address and zip code]

and irrevocably appoint _____

agent to transfer this bond on the books of the Authority. The agent may substitute another to act for him.

Date: _____

Signature: _____
(Sign exactly as name appears on the face of this bond)

Signature guarantee: _____

(NOTE: Signature must be guaranteed by an eligible guarantor institution.)

STATEMENT OF INSURANCE

[To be included, if applicable]

EXHIBIT B

[FORM OF CURRENT INTEREST BOND]

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

**TAX-EXEMPT SECOND SUBORDINATE LIEN REVENUE REFUNDING BOND,
SERIES 2022C**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), 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 THEREIN.

No. _____

Interest Rate

Maturity Date

Original Dated Date

CUSIP

Registered Owner: _____

Principal Sum: _____

Neither the faith and the credit nor the taxing power of the City of Los Angeles, the Harbor Department of the City of Los Angeles, the City of Long Beach, the Harbor Department of the City of Long Beach, the State of California or any public agency is pledged to or secures the payment of the principal of, premium, if any, or interest on this bond. Payment of the principal of, premium, if any, or interest on this bond is a special limited obligation of the Authority and is secured only by the Trust Estate and a pledge of Revenues, as provided in the Indenture. The Authority has no power of taxation.

The Alameda Corridor Transportation Authority (the "Authority") promises to pay, solely from the Trust Estate as provided in the Indenture, to the registered owner stated above, or registered assigns, the Principal Sum stated above on the Maturity Date stated above, unless earlier redeemed, and to pay from those sources interest thereon at the Interest Rate stated above, as provided in this bond.

Additional provisions of this bond are set forth on the following pages of this bond.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this bond, do exist, have happened and have been performed in due time, form and manner as required by law.

Date of Authentication: [_____, 2022]

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as successor in
trust to U.S. Bank National Association, as
Trustee, certifies that this is one of the Series
2022C Bonds referred to in the Indenture and
the Fourteenth Supplemental Indenture.

**ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY**

By: _____
Authorized Signatory

By: _____
[Chief Executive Officer]

[Countersigned:

By: _____
Chief Financial Officer]

1. ***Master Indenture; Fourteenth Supplemental Indenture.*** The Authority has entered into a Master Trust Indenture, dated as of January 1, 1999, as amended (the “Master Indenture”), with U.S. Bank Trust Company, National Association, as successor-in-trust to U.S. Bank National Association, as trustee (the “Trustee”). The Master Indenture provides that the Authority may issue bonds and incur other indebtedness under the terms and conditions set forth in the Master Indenture and any Supplemental Indenture. All bonds and other indebtedness issued thereunder and secured thereby are collectively referred to herein as “Bonds.”

This bond is part of a series of Bonds of the Authority designated as Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”). The Series 2022C Bonds are issued under the Master Indenture and a Fourteenth Supplemental Trust Indenture, dated as of [_____] 1, 2022] (the “Fourteenth Supplemental Indenture”), between the Authority and the Trustee and authorized by Resolution No. [_____] adopted by the Authority on [_____, 2022]. The Series 2022C Bonds, which consist of Capital Appreciation Bonds, Current Interest Bonds (including this bond) and Series 2022C Convertible Capital Appreciation Bonds, are being issued in the aggregate principal amount of \$[_____]. The Series 2022C Bonds are equally and ratably secured under the Master Indenture and the Fourteenth Supplemental Indenture. This bond shall be deemed a “Second Subordinate Lien Bond” as defined in the Master Indenture. The Series 2022C Bonds shall be on a parity with the [Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate lien revenue Refunding Bonds, Series 2016B and] any other Second Subordinate Lien Bonds issued from time to time under the Master Indenture, as and to the extent provided in the Master Indenture. The Series 2022C Bonds are being issued to pay the purchase price of, and thereby prepay or refund, or exchange, the Tendered Bonds.

The terms of the Series 2022C Bonds include the terms set forth in the Master Indenture and the Fourteenth Supplemental Indenture. Bondholders are referred to the Master Indenture and the Fourteenth Supplemental Indenture, each as may be amended and supplemented from time to time (collectively, the “Indenture”), for a statement of those terms. Capitalized terms used but not otherwise defined in this bond shall have the meanings given to them in the Indenture.

2. ***Source of Payments.*** The Series 2022C Bonds, together with all other Bonds, are secured by the Trust Estate and payable from the Revenues, as described in the Master Indenture. Pursuant to the Master Indenture, the Authority has pledged the Revenues, subject to application and priorities as described therein, to secure payment of all Bonds issued under the Master Indenture. The Second Subordinate Lien Bonds authorized and issued under the provisions of the Master Indenture shall be junior and subordinate in all respects to the Senior Lien Bonds and the First Subordinate Lien Bonds, shall be secured by a pledge of Revenues, and shall be secured by and have a priority with respect to the Trust Estate as set forth in the Master Indenture. The Authority covenants that, except as provided in the Master Indenture, until all the Second Subordinate Lien Bonds authorized and issued under the provisions of the Master Indenture and the interest thereon shall have been paid or deemed to have been paid, the Authority will not, except as provided in the Master Indenture, grant any prior or parity pledge of or any lien on or security interest in the Trust Estate of the priority level for the Second Subordinate Lien Bonds as is set forth in the Master Indenture.

3. **Interest Rate.** This bond shall bear interest from its date until its maturity or prior redemption at the Interest Rate shown on the face of this bond. Interest on overdue principal and, to the extent lawful, on overdue interest will accrue at the rate shown on the face of this bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture). Interest on this bond shall be calculated on the basis of a year of 360 days and twelve 30-day months.

4. **Interest Payment and Record Dates.** Interest hereon will be due and payable on [October 1, 2022] and on each October 1 and April 1 thereafter until maturity or prior redemption, and will be paid by the Paying Agent to the party who is the owner hereof on the Record Date for such payment. The Record Date for an April 1 payment is the preceding March 15, and the Record Date for an October 1 payment is the preceding September 15. If this bond is not a Book-Entry Series 2022C Bond, as defined in the Fourteenth Supplemental Indenture, interest hereon will be paid by check mailed to the holder's registered address, and if this bond is a Book-Entry Series 2022C Bond, interest will be paid as provided in the Fourteenth Supplemental Indenture.

5. **Payment of Principal.** Principal of this bond will be paid at maturity or prior redemption upon surrender of this bond to the Paying Agent, except that with respect to Book-Entry Series 2022C Bonds, the Paying Agent may make arrangements for payment of principal as provided in the Fourteenth Supplemental Indenture. Principal and interest will be paid in lawful money of the United States. If any payment on this bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue on that payment for the intervening period as a result.

6. **Redemption.**

(a) *[Optional Redemption.* The Series 2022C Bonds that are Current Interest Bonds maturing on or before [October 1, 20__] are not subject to optional redemption, and the Series 2022C Bonds that are Current Interest Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the principal amount of such Series 2022C Bonds so redeemed plus accrued interest to the date fixed for redemption, without premium.]

(b) *[Mandatory Redemption.* The Series 2022C Bonds that are Current Interest Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:]

Mandatory Redemption Date
(October 1)

Principal Amount to be
Redeemed

†
_____†
Maturity

(c) *Extraordinary Redemption.* The Series 2022C Bonds are subject to extraordinary redemption as provided in the Master Indenture.

(d) *Notice of Redemption.* At least thirty (30) days (or at least twenty (20) days for Book-Entry Series 2022C Bonds) but not more than sixty (60) days before each redemption, the Trustee will give notice as provided in the Fourteenth Supplemental Indenture to each owner of a Series 2022C Bond to be redeemed, which notice may be conditional in the case of optional redemption. Failure to give any required notice of redemption will not affect the validity of the call for redemption of any Series 2022C Bond in respect of which such failure does not occur. Any notice sent as provided in the Fourteenth Supplemental Indenture will be conclusively presumed to have been given whether or not actually received by the addressee.

(e) *Effect of Redemption.* When notice of redemption is given and funds sufficient for redemption are deposited with the Paying Agent, Series 2022C Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price plus accrued interest to the redemption date; in such case when funds sufficient for redemption are deposited with the Paying Agent, interest on the Series 2022C Bonds to be redeemed ceases to accrue as of the date fixed for redemption.

7. ***Denominations; Transfer; Exchange.*** The Series 2022C Bonds that are Current Interest Bonds are available in denominations of \$5,000 or any integral multiple thereof. A holder may transfer or exchange Series 2022C Bonds in accordance with the Master Indenture and the Fourteenth Supplemental Indenture. The Trustee and the Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Master Indenture.

8. ***Persons Deemed Owners.*** Except as provided in Section [6.04] of the Fourteenth Supplemental Indenture, the registered owner of this bond shall be treated as its owner for all purposes.

9. ***Unclaimed Money.*** If moneys for the payment of the principal of, premium, if any, or interest remain unclaimed for one year, such moneys will be paid to or for the account of the Authority. After that, holders entitled to such moneys must look only to the Authority and not to the Paying Agent or the Trustee for payment.

10. ***Discharge Before Maturity.*** If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the principal of, premium, if any, and interest on all Outstanding Bonds (including this bond), and if the Authority also pays all other sums then payable by the Authority under the Master Indenture, then the Master Indenture and all Supplemental Indentures thereto will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment. If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the principal of, premium, if any, and interest on any portion of the Outstanding Bonds, then such Bonds with respect to which the deposit was made shall no longer be deemed to be Outstanding and shall no longer be secured by the Master Indenture except to the extent of the funds set aside therefor.

11. ***Amendment, Supplement, Waiver.*** The Master Indenture, the Fourteenth Supplemental Indenture and the Series 2022C Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, only as provided in the Master Indenture and the Fourteenth Supplemental Indenture. Any consent given by the owner of this bond shall bind any subsequent owners of this bond or any Series 2022C Bond delivered in substitution for this bond.

12. ***Defaults and Remedies.*** The Master Indenture provides that the occurrences of certain events constitute Events of Default. Bondholders may not enforce the Indenture or the Series 2022C Bonds except as provided in the Master Indenture. The Trustee may refuse to enforce the Indenture or the Series 2022C Bonds unless it receives indemnity satisfactory to it in accordance with Section 7.07 of the Master Indenture. Subject to certain limitations, holders of 25% or more of the Bond Obligation amount of the Bonds (including this bond), determined in accordance with the terms of the Master Indenture and the Fourteenth Supplemental Indenture, may direct the Trustee in its exercise of certain of such trusts or powers.

13. ***No Recourse Against Others.*** No member, director, officer, official or employee of the Authority shall have any personal liability for any obligations of the Authority under the Series 2022C Bonds, the Master Indenture or the Fourteenth Supplemental Indenture or for any claim based on such obligations or their creation or be subject to any personal liability or accountability by reason of the issuance thereof. Each Bondholder, by accepting a Series 2022C Bond, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this bond.

14. ***Authentication.*** This bond shall not be valid until the Trustee or an authenticating agent signs the certificate of authentication on the second page of this bond.

15. ***Abbreviations.*** Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

[FORM OF ASSIGNMENT]

I or we assign and transfer this bond to

[insert social security number or other identifying number of assignee]

[print or type assignee's name, address and zip code]

and irrevocably appoint

agent to transfer this bond on the books of the Authority. The agent may substitute another to act for him.

Date: _____

Signature: _____

(Sign exactly as name appears on the face of this bond)

Signature guarantee: _____

(NOTE: Signature must be guaranteed by an eligible guarantor institution.)

STATEMENT OF INSURANCE

[To be included, if applicable]

EXHIBIT C

[FORM OF CONVERTIBLE CAPITAL APPRECIATION BOND]

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

**TAX-EXEMPT SECOND SUBORDINATE LIEN REVENUE REFUNDING BOND,
SERIES 2022C
(Convertible Capital Appreciation Bond)**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), 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 THEREIN.

No. _____ Principal Amount at Maturity: \$ _____

Initial Amount: \$ _____

Interest Rate Maturity Date Original Dated Date CUSIP

Neither the faith and the credit nor the taxing power of the City of Los Angeles, the Harbor Department of the City of Los Angeles, the City of Long Beach, the Harbor Department of the City of Long Beach, the State of California or any public agency is pledged to or secures the payment of the principal or Accreted Value of, premium, if any, or interest on this bond. Payment of the principal or Accreted Value of, premium, if any, on or interest on this bond is a special limited obligation of the Authority and is secured only by the Trust Estate and a pledge of Revenues, as provided in the Indenture. The Authority has no power of taxation.

The Alameda Corridor Transportation Authority (the "Authority") promises to pay, solely from the Trust Estate as provided in the Indenture, to the registered owner stated above, or registered assigns, the principal amount of _____ Dollars on the maturity date set forth above (which amount represents the Initial Amount hereof, together with accreted interest on such Initial Amount, from the date hereof through the end of the Accretion Period at

the interest rate specified above, compounded on [October 1, 2022] and semiannually thereafter on October 1 and April 1 of each year (each, a “Compounding Date”) as provided in this bond. Subsequent to the Accretion Period, this bond shall bear interest on the Accreted Value as of the Conversion Date (*i.e.*, the principal amount), at the interest rate specified above.

Additional provisions of this bond are set forth on the following pages of this bond.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this bond, do exist, have happened and have been performed in due time, form and manner as required by law.

Date of Authentication: [_____, 2022]

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as successor in
trust to U.S. Bank National Association, as
Trustee, certifies that this is one of the Series
2022C Bonds referred to in the Indenture and
the Fourteenth Supplemental Indenture.

**ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY**

By: _____
Authorized Signatory

By: _____
[Chief Executive Officer]

[Countersigned:

By: _____
Chief Financial Officer]

1. **Master Indenture; Fourteenth Supplemental Indenture.** The Authority has entered into a Master Trust Indenture, dated as of January 1, 1999, as amended (the “Master Indenture”), with U.S. Bank Trust Company, National Association, as successor-in-trust to U.S. Bank National Association, as trustee (the “Trustee”). The Master Indenture provides that the Authority may issue bonds and incur other indebtedness under the terms and conditions set forth in the Master Indenture and any Supplemental Indenture. All bonds and other indebtedness issued thereunder and secured thereby are collectively referred to herein as “Bonds.”

This bond is part of a series of Bonds of the Authority designated as Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”). The Series 2022C Bonds are issued under the Master Indenture and a Fourteenth Supplemental Trust Indenture, dated as of [_____] 1, 2022] (the “Fourteenth Supplemental Indenture”), between the Authority and the Trustee and authorized by Resolution No. [_____] adopted by the Authority on [_____, 2022]. The Series 2022C Bonds, which consist of Capital Appreciation Bonds, Current Interest Bonds and Series 2022C Convertible Capital Appreciation Bonds (including this bond), are being issued in the aggregate Initial Amount of \$[_____]. The Series 2022C Bonds are equally and ratably secured under the Master Indenture and the Fourteenth Supplemental Indenture. This bond shall be deemed a “Second Subordinate Lien Bond” as defined in the Master Indenture. The Series 2022C Bonds shall be on a parity with [the Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B (“Series 2016B Bonds”) and] any other Second Subordinate Lien Bonds issued from time to time under the Master Indenture, as and to the extent provided in the Master Indenture. The Series 2022C Bonds are being issued to pay the purchase price of, and thereby prepay or refund, or exchange, the Tendered Bonds.

The terms of the Series 2022C Bonds include the terms set forth in the Master Indenture and the Fourteenth Supplemental Indenture. Bondholders are referred to the Master Indenture and the Fourteenth Supplemental Indenture, each as may be amended and supplemented from time to time (collectively, the “Indenture”), for a statement of those terms. Capitalized terms used but not otherwise defined in this bond shall have the meanings given to them in the Indenture.

2. **Source of Payments.** The Series 2022C Bonds, together with all other Bonds, are secured by the Trust Estate and payable from the Revenues, as described in the Master Indenture. Pursuant to the Master Indenture, the Authority has pledged the Revenues, subject to application and priorities as described therein, to secure payment of all Bonds issued under the Master Indenture. The Second Subordinate Lien Bonds authorized and issued under the provisions of the Master Indenture shall be junior and subordinate in all respects to the Senior Lien Bonds and the First Subordinate Lien Bonds, shall be secured by a pledge of Revenues, and shall be secured by and have a priority with respect to the Trust Estate as set forth in the Master Indenture. The Authority covenants that, except as provided in the Master Indenture, until all the Second Subordinate Lien Bonds authorized and issued under the provisions of the Master Indenture and the interest thereon shall have been paid or deemed to have been paid, the Authority will not, except as provided in the Master Indenture, grant any prior or parity pledge of or any lien on or security interest in the Trust Estate of the priority level for the Second Subordinate Lien Bonds as is set forth in the Master Indenture.

3. ***Interest Rate.*** During the Accretion Period, interest on this bond shall accrue, but shall not be payable until maturity or prior redemption, at the rate shown on the face of this bond, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2022]. Subsequent to the Accretion Period, this bond shall bear interest on the Accreted Value as of the Conversion Date (i.e., the principal amount) from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event this bond shall bear interest from such 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 this bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date following the Conversion Date, in which event this bond shall bear interest from the Conversion Date. If interest on this Bond shall be in default, the bond issued in exchange for the bond surrendered for transfer or exchange pursuant to the Master Indenture shall bear interest from the Interest Payment Date to which interest has been paid in full on the bond surrendered.

Interest on overdue principal or Accreted Value and, to the extent lawful, on overdue interest will accrue at the rate shown on the face of this bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture). Interest on this bond shall be calculated on the basis of a year of 360 days and twelve 30-day months.

4. ***Interest Payment and Record Dates.*** Subsequent to the Accretion Period, interest hereon will be due and payable on each April 1 and October 1 thereafter until maturity or prior redemption, and will be paid by the Paying Agent to the party who is the owner hereof on the Record Date for such payment. The Record Date for an April 1 payment is the preceding March 15, and the Record Date for an October 1 payment is the preceding September 15. If this bond is not a Book-Entry Series 2022C Bond, as defined in the Fourteenth Supplemental Indenture, interest hereon will be paid by check mailed to the holder's registered address, and if this bond is a Book Entry Series 2022C Bond, as defined in the Fourteenth Supplemental Indenture, interest will be paid as provided in the Fourteenth Supplemental Indenture.

5. ***Payment of Principal or Accreted Value.*** Payment of the principal or Accreted Value of this bond will be paid at maturity or prior redemption upon surrender of this bond to the Paying Agent, except that with respect to Book-Entry Series 2022C Bonds, the Paying Agent may make arrangements for payment of the principal or Accreted Value of, as provided in the Fourteenth Supplemental Indenture. The principal or Accreted Value of, and interest thereon, will be paid in lawful money of the United States. If any payment on this bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

6. ***Redemption.***

(a) ***[Optional Redemption.]*** The Series 2022C Convertible Capital Appreciation Bonds maturing on or before [October 1, 20__] are not subject to optional redemption and the Series 2022C Convertible Capital Appreciation Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted

Value on such Series 2022C Convertible Capital Appreciation Bonds as of the date fixed for redemption.]

(b) *[Mandatory Redemption.* The Series 2022C Bonds that are Convertible Capital Appreciation Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective [principal amounts] set forth below, in each case at a redemption price equal to the [principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption]:]

Mandatory Redemption Date (<u>October 1</u>)	<u>Principal Amount to be Redeemed</u>
---	--

†

†Maturity

(c) *Extraordinary Redemption.* The Series 2022C Bonds are subject to extraordinary redemption as provided in the Master Indenture.

(d) *Notice of Redemption.* At least thirty (30) days (or at least twenty (20) days for Book-Entry Series 2022C Bonds) but not more than sixty (60) days before each redemption, the Trustee will give notice as provided in the Fourteenth Supplemental Indenture to each owner of a Series 2022C Bond to be redeemed, which notice may be conditional in the case of optional redemption. Failure to give any required notice of redemption will not affect the validity of the call for redemption of any Series 2022C Bond in respect of which such failure does not occur. Any notice sent as provided in the Fourteenth Supplemental Indenture will be conclusively presumed to have been given whether or not actually received by the addressee.

(e) *Effect of Redemption.* When notice of redemption is given and funds sufficient for redemption are deposited with the Paying Agent, Series 2022C Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price plus accrued interest to the redemption date; in such case when funds sufficient for redemption are deposited with the Paying Agent, interest on the Series 2022C Bonds to be redeemed ceases to accrue as of the date fixed for redemption.

7. ***Denominations; Transfer; Exchange.*** The Series 2022C Convertible Capital Appreciation Bonds are (i) on any date during the Accretion Period, available in denominations such that the Accreted Value on the Conversion Date shall equal \$5,000 or any integral multiple thereof; and (ii) on any date subsequent to the Accretion Period, available in denominations of \$5,000 or any integral multiple thereof. A holder may transfer or exchange Series 2022C Bonds in accordance with the Master Indenture and the Fourteenth Supplemental Indenture. The Trustee and the Registrar may require a holder, among other things, to furnish appropriate

endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Master Indenture.

8. ***Persons Deemed Owners.*** Except as provided in Section [6.04] of the Fourteenth Supplemental Indenture, the registered owner of this bond shall be treated as its owner for all purposes.

9. ***Unclaimed Money.*** If moneys for the payment of the principal or Accreted Value of, premium, if any, or interest remain unclaimed for one year, such moneys will be paid to or for the account of the Authority. After that, holders entitled to such moneys must look only to the Authority and not to the Paying Agent or the Trustee for payment.

10. ***Discharge Before Maturity.*** If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the principal or Accreted Value of, interest on and premium, if any, on all Outstanding Bonds (including this bond), and if the Authority also pays all other sums then payable by the Authority under the Master Indenture, then the Master Indenture and all Supplemental Indentures thereto will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment. If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the principal or Accreted Value of, interest on and premium, if any, on any portion of the Outstanding Bonds, then such Bonds with respect to which the deposit was made shall no longer be deemed to be Outstanding and shall no longer be secured by the Master Indenture except to the extent of the funds set aside therefor.

11. ***Amendment, Supplement, Waiver.*** The Master Indenture, the Fourteenth Supplemental Indenture and the Series 2022C Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, only as provided in the Master Indenture and the Fourteenth Supplemental Indenture. Any consent given by the owner of this bond shall bind any subsequent owner of this bond or any Series 2022C Bond delivered in substitution for this bond.

12. ***Defaults and Remedies.*** The Master Indenture provides that the occurrences of certain events constitute Events of Default. Bondholders may not enforce the Indenture or the Series 2022C Bonds except as provided in the Master Indenture. The Trustee may refuse to enforce the Indenture or the Series 2022C Bonds unless it receives indemnity satisfactory to it in accordance with Section 7.07 of the Master Indenture. Subject to certain limitations, holders of 25% or more of the Bond Obligation amount of the Bonds (including this bond), determined in accordance with the terms of the Master Indenture and the Fourteenth Supplemental Indenture, may direct the Trustee in its exercise of certain of such trusts or powers.

13. ***No Recourse Against Others.*** No member, director, officer, official or employee of the Authority shall have any personal liability for any obligations of the Authority under the Series 2022C Bonds, the Master Indenture or the Fourteenth Supplemental Indenture or for any claim based on such obligations or their creation or be subject to any personal liability or accountability by reason of the issuance thereof. Each Bondholder, by accepting a Series 2022C

Bond, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this bond.

14. ***Authentication.*** This bond shall not be valid until the Trustee or an authenticating agent signs the certificate of authentication on the second page of this bond.

15. ***Abbreviations.*** Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

[FORM OF ASSIGNMENT]

I or we assign and transfer this bond to _____

[insert social security number or other identifying number of assignee]

[print or type assignee's name, address and zip code]

and irrevocably appoint _____

agent to transfer this bond on the books of the Authority. The agent may substitute another to act for him.

Date: _____

Signature: _____
(Sign exactly as name appears on the face of this bond)

Signature guarantee: _____

(NOTE: Signature must be guaranteed by an eligible guarantor institution.)

STATEMENT OF INSURANCE

[To be included, if applicable]

EXHIBIT D

[ACCREDITED VALUE TABLE SERIES 2022C CAPITAL APPRECIATION BONDS]

[see attached]

EXHIBIT E

[ACCRETED VALUE TABLE SERIES 2022C CONVERTIBLE CAPITAL APPRECIATION
BONDS]

[see attached]

EXHIBIT C-4

FORM OF FIFTEENTH SUPPLEMENTAL TRUST INDENTURE

[to be attached]

FIFTEENTH SUPPLEMENTAL TRUST INDENTURE

by and between the

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor in trust to
U.S. Bank National Association,
as Trustee**

Dated as of [_____ 1, 2023]

Relating to

\$_[_____]

**Alameda Corridor Transportation Authority
Tax-Exempt Senior Lien Revenue Refunding Bonds
Series 2023A
(Forward Delivery)**

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(This table of contents is not part of the Fifteenth Supplemental Trust Indenture and is only for convenience of reference. The captions herein are of no legal effect and do not vary the meaning or legal effect of any part of the Fifteenth Supplemental Trust Indenture.)

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FIFTEENTH SUPPLEMENTAL TRUST INDENTURE

This FIFTEENTH SUPPLEMENTAL TRUST INDENTURE dated as of [_____ 1, 2023] is by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a joint powers authority established under Article I, Chapter 5, Division 7, of Title 1 of the California Government Code and pursuant to an Amended and Restated Joint Exercise of Powers Agreement dated as of December 18, 1996, as amended, by and between the City of Long Beach and the City of Los Angeles (the “Authority”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor in trust to U.S. Bank National Association, as trustee (the “Trustee”), and supplements and amends the Master Trust Indenture dated as of January 1, 1999, by and between the Authority and the Trustee (as amended, the “Master Indenture”). Capitalized terms used herein which are not defined herein shall have the meanings set forth in the Indenture.

WHEREAS, on February 12, 2013 the Authority issued \$248,325,000 original aggregate principal amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A;

WHEREAS, Section 2.08 of the Master Indenture provides that the Authority may issue Refunding Bonds from time to time for the purpose of providing funds to pay all or a portion of its outstanding Bonds;

WHEREAS, Section 2.09 of the Master Indenture provides that such Refunding Bonds may be issued for the purpose of refunding and defeasing all of the outstanding Series 2013A Bonds provided that certain conditions are satisfied, including, among others, the requirement that Maximum Annual Debt Service following the issuance of such Refunding Bonds will not exceed the Maximum Annual Debt Service prior to such issuance;

WHEREAS, on June 21, 2012, the Authority issued its Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012, in the aggregate principal amount of \$83,710,000 pursuant to the Indenture as supplemented and amended by an Eighth Supplemental Trust Indenture, dated as of June 1, 2012 (the “Eighth Supplemental Indenture”);

WHEREAS, pursuant to Section 5.05(b) of the Eighth Supplemental Indenture, the consent of the Administrator (as defined in the Eighth Supplemental Indenture) shall not be required in connection with the issuance of Refunding Bonds pursuant to Sections 2.08 and 2.09 of the Master Indenture, provided that either (i) aggregate Debt Service on all Senior Lien Bonds Outstanding through the final maturity of the Series 2012 Bonds shall not be increased or (ii) Dedicated Revenues as calculated in accordance with Section 2.09 of the Master Indenture (adjusted as described in Section 5.05(a) of the Eighth Supplemental Indenture) are equal to at least 125% of Debt Service on Senior Lien Bonds in each Bond Year in which a Series 2012 Bond is Outstanding;

WHEREAS, the Authority desires to issue Refunding Bonds for the purpose of providing funds to refund and defease in full all of the outstanding Series 2013A Bonds;

WHEREAS, Section 8.02 of the Master Indenture provides for the execution and delivery of Supplemental Indentures setting forth the terms of such Refunding Bonds; and

WHEREAS, the Authority now, by execution and delivery of this Fifteenth Supplemental Indenture and in compliance with the provisions of the Indenture, sets forth the terms of its Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A, provides for the deposit and use of the proceeds of the Series 2023A Bonds and makes other provisions relating to the Series 2023A Bonds.

ARTICLE I

DEFINITIONS; INTERPRETATIONS

Section 1.01 *Definitions.* The following definitions shall apply to terms used in this Fifteenth Supplemental Indenture unless clearly stated otherwise:

“*Accretion Period*” shall mean with respect to any Series 2023A Convertible Capital Appreciation Bond, the period from the date of delivery of such Series 2023A Convertible Capital Appreciation Bond through the Conversion Date.

“*Authorized Denominations*” shall mean, (i) with respect to the Series 2023A Bonds which are Current Interest Bonds, \$5,000 or any integral multiple thereof, (ii) with respect to the Series 2023A Bonds which are Capital Appreciation Bonds, denominations such that the Accreted Value of such Series 2023A Bonds as of the maturity date thereof shall equal \$5,000 or any integral multiple thereof, and (iii) with respect to the Series 2023A Convertible Capital Appreciation Bonds (a) on any date during the Accretion Period, denominations such that the Accreted Value on the Conversion Date shall equal \$5,000 or any integral multiple thereof, and (b) subsequent to the Accretion Period, denominations of \$5,000 or any integral multiple thereof.

“*Book-Entry Series 2023A Bonds*” shall mean the Series 2023A Bonds held by DTC (or its nominee) as the registered owner thereof pursuant to the terms and provisions of Section 2.05 hereof.

“*Cede & Co.*” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Book-Entry Series 2023A Bonds.

“*Conversion Date*” shall mean [October 1, 20__], the date of expiration of the Accretion Period.

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

“*Escrow Agreement*” shall mean the Escrow Agreement dated as of [_____] 1, 2023] between the Authority and the Trustee, as amended and supplemented from time to time in accordance therewith.

“*Escrow Fund*” shall mean the escrow fund established pursuant to the Escrow Agreement in which certain proceeds from the sale of the Series 2023A Bonds and certain other

available funds under the Indenture shall be deposited and applied to the defeasance of certain Series 2013A Bonds pursuant to Section 4.02(a) hereof and the terms thereof.

“*Fifteenth Supplemental Indenture*” shall mean this Fifteenth Supplemental Trust Indenture dated as of [_____ 1, 2023], between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Indenture.

“*Indenture*” shall mean the Master Trust Indenture dated as of January 1, 1999 between the Authority and the Trustee, as amended and supplemented from time to time (including by this Fifteenth Supplemental Indenture) in accordance therewith.

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

“*Principal Payment Date*” shall mean (a) for Series 20223A Bonds that are Current Interest Bonds, October 1 in each of the years in which the principal amount of a Series 20223A Bonds that is a Current Interest Bond is due and payable, (b) for Series 20223A Bonds that are Capital Appreciation Bonds, October 1 of any year in which the Final Compounded Amount of any Series 20223A Bond that is a Capital Appreciation Bond is due and payable, and (c) for Series 20223A Convertible Capital Appreciation Bonds, October 1 of the year in which the principal amount or Final Compounded Amount of such Series 20223A Bond is due and payable.

“*Record Date*” shall mean March 15 for any April 1 Interest Payment Date and September 15 for any October 1 Interest Payment Date.

“*Registrar*” for purposes of this Fifteenth Supplemental Indenture shall mean the Trustee.

“*Representation Letter*” shall mean the Blanket Letter of Representations dated December 18, 1998 from the Authority and the Trustee to DTC, or such similar letter or agreement filed with DTC from time to time.

“*Series 1999A Bonds*” shall mean the \$494,893,616.80 original aggregate principal amount of Bonds issued under the Master Indenture and the First Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A.”

“*Series 1999C Bonds*” shall mean the \$497,453,395.70 original aggregate principal amount of Bonds issued under the Master Indenture and the Third Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C”.

“*Series 2012 Bonds*” shall mean the \$83,710,000 original aggregate principal amount of Bonds issued under the Master Indenture and the Eighth Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012”.

“*Series 2013A Bonds*” shall mean the \$248,325,000 original aggregate principal amount of Bonds issued under the Master Indenture and the Ninth Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A”.

“*Series 2022A Bonds*” shall mean the \$[_____] aggregate principal and Initial Amount of Bonds issued under the Master Indenture and the Twelfth Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A”.

“*Series 2022B Bonds*” shall mean the \$[_____] aggregate principal and Initial Amount of Bonds issued under the Master Indenture and the Thirteenth Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B”.

“*Series 2023A Bond Insurance Policy*” shall mean the municipal bond insurance policy issued by the Series 2023A Bond Insurer insuring, as provided therein, the payment when due of the principal of and interest on the Series 2023A Insured Bonds.

“*Series 2023A Bond Insurer*” shall mean [_____] a [_____] insurance company, and its successors and assigns. The Series 2023A Bond Insurer shall constitute a Bond Insurer as such term is defined in the Indenture.

“*Series 2023A Bonds*” shall mean the \$[_____] aggregate principal amount and Initial Amount of Bonds issued under the Master Indenture and this Fifteenth Supplemental Indenture and designated as the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A”.

“*Series 2023A Convertible Capital Appreciation Bonds*” shall mean the Series 2023A Bonds designated as “Convertible Capital Appreciation Bonds” pursuant to Section 2.01 of this Fifteenth Supplemental Indenture and issued pursuant to Sections 2.01 and 2.03 of this Fifteenth Supplemental Indenture.

“*Series 2023A Costs of Issuance Fund*” shall mean the fund by that name created in Section 4.01(a) of this Fifteenth Supplemental Indenture.

“*Series 2023A Debt Service Fund*” shall mean the fund by that name created in Section 4.01(b) of this Fifteenth Supplemental Indenture and into which money shall be deposited to pay debt service on the Series 2023A Bonds.

“*Series 2023A Debt Service Reserve Account*” shall mean the account by that name created in the Debt Service Reserve Fund pursuant to Section 4.01 of this Fifteenth Supplemental Indenture.

“*Series 2023A Debt Service Reserve Surety Policy*” shall mean the municipal bond debt service reserve insurance policy issued by the Series 2023A Bond Insurer to be deposited in the Series 2023A Debt Service Reserve Account with the face amount of \$[_____] , which is the

Debt Service Reserve Requirement applicable to the Series 2023A Bonds on the date of issuance of the Series 2023A Bonds pursuant to Section 4.04 of this Fifteenth Supplemental Indenture.

“*Series 2023A Insured Bonds*” shall mean all the Series 2023A Bonds maturing on October 1 in the years [_____].

“*Series 2023A Rebate Fund*” shall mean the fund by that name created and maintained pursuant to Article V of this Fifteenth Supplemental Indenture.

“*Tax Certificate*” shall mean the [Tax and Nonarbitrage Certificate] executed by the Authority, dated the date of issuance of the Series 2023A Bonds, as amended and supplemented from time to time.

Section 1.02 ***Incorporation of Definitions Contained in the Indenture.*** Except as otherwise provided in Section 1.01 of this Fifteenth Supplemental Indenture, all capitalized words, terms and phrases used in this Fifteenth Supplemental Indenture shall have the same meanings herein as 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 Fifteenth Supplemental Indenture.

ARTICLE II

THE SERIES 2023A BONDS

Section 2.01 ***Designation of the Series 2023A Bonds; Principal Amount and Initial Amount.*** There is hereby authorized and created a Series of Bonds, designated as the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A” to be issued in the aggregate principal amount and Initial Amount of \$[_____]. Said Bonds shall consist of “Current Interest Bonds”, “Capital Appreciation Bonds” and “Convertible Capital Appreciation Bonds”.

Section 2.02 ***Bonds Under The Indenture; Security; Parity.*** The Series 2023A Bonds are issued under and subject to the terms of the Indenture, shall be Senior Lien Bonds as defined pursuant to the Indenture and are secured by and payable from the Trust Estate in accordance with the terms of the Indenture. The Series 2023A Bonds shall be on a parity with the outstanding Series 1999A Bonds, Series 1999C Bonds, Series 2012 Bonds, Series 2013A Bonds, Series 2022A Bonds and Series 2022B Bonds and any other Senior Lien Bonds issued under the Indenture, as and to the extent provided in the Indenture. The Series 2023A Bonds are being issued to refund all of the outstanding Series 2013A Bonds.

Section 2.03 ***Terms of the Series 2023A Bonds.*** The Series 2023A Bonds shall, upon initial issuance, be dated their date of initial delivery. The Series 2023A Bonds shall be issued only in Authorized Denominations. The Series 2023A Bonds that are Capital Appreciation Bonds shall be substantially in the form of Exhibit A, which exhibit is a part of this Fifteenth Supplemental Indenture. The Series 2023A Bonds that are Current Interest Bonds shall be substantially in the form of Exhibit B, which exhibit is a part of this Fifteenth Supplemental Indenture. The Series 2023A Bonds that are Series 2023A Convertible Capital Appreciation

Bonds shall be substantially in the form of Exhibit C, which exhibit is a part of this Fifteenth Supplemental Indenture. The Series 2023A Bonds shall be executed, on behalf of the Authority, by either the Chief Executive Officer or Chief Financial Officer of the Authority and such signature may be a facsimile.

The Final Compounded Amount of the Series 2023A Bonds that are Capital Appreciation Bonds shall be paid on the applicable Principal Payment Date.

(a) *Current Interest Bonds.* Each Series 2023A Bond that is a Current Interest Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2023A Bond shall bear interest from such 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 2023A Bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date, in which event such Series 2023A Bond shall bear interest from its date of initial delivery. If interest on the Series 2023A Bonds shall be in default, Series 2023A Bonds issued in exchange for Series 2023A Bonds surrendered for transfer or exchange pursuant to the Indenture shall bear interest from the Interest Payment Date to which interest has been paid in full on the Series 2023A Bonds surrendered to their maturity date or date fixed for redemption.

Interest on the Series 2023A Bonds that are Current Interest Bonds shall be paid on each Interest Payment Date. Principal on the Series 2023A Bonds that are Current Interest Bonds shall be paid on the applicable Principal Payment Date. Interest on the Series 2023A Bonds shall be calculated on the basis of a year of 360 days and twelve (12) thirty (30)-day months.

The Series 2023A Bonds that are Current Interest Bonds shall mature, subject to redemption, in the years and in the principal amounts and shall bear interest at the rates, as set forth in the following schedule:

<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>
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Under the Indenture, the Series 2023A Bonds that are Current Interest Bonds shall constitute “Current Interest Bonds.”

(b) *Capital Appreciation Bonds.* The Series 2023A Bonds that are Capital Appreciation Bonds shall be in the Initial Amounts and shall mature, subject to prior redemption, in the years and in the Final Compounded Amounts and shall accrete interest at the rates, as set forth in the following schedule:

<u>Maturity Date</u> <u>(October 1)</u>	<u>Initial</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>	<u>Final Compounded</u> <u>Amount (\$)</u>
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Under the Indenture, the Series 2023A Bonds that are Capital Appreciation Bonds shall constitute “Capital Appreciation Bonds.”

Interest on the Series 2023A Bonds that are Capital Appreciation Bonds shall accrue, but shall not be payable until maturity or prior redemption, at the applicable rate set forth above, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2023]. The Accreted Value with respect to the Series 2023A Bonds that are Capital Appreciation Bonds on October 1 and April 1 of each year shall be as set forth on the Accreted Value Table attached hereto as Exhibit D, which is part of this Fifteenth Supplemental Indenture. The Accreted Value with respect to the Series 2023A Bonds that are Capital Appreciation Bonds on any date other than October 1 and April 1 of any year shall be calculated by the Trustee using straight line interpolation, which calculation will be binding absent manifest error.

(c) *Series 2023A Convertible Capital Appreciation Bonds.* The Series 2023A Convertible Capital Appreciation Bonds shall be in the Initial Amounts, shall bear interest at the rates, shall have the Accreted Values as of the Conversion Date and shall mature in the years and in the principal amounts set forth in the following schedule:

<u>Maturity Date</u> <u>(October 1)</u>	<u>Initial</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>	<u>Accreted Value as</u> <u>of Conversion</u> <u>Date (\$)</u>	<u>Principal Amount at</u> <u>Maturity (\$)</u>
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<u>Maturity Date</u> (October 1)	<u>Initial</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>	<u>Accreted Value as</u> <u>of Conversion</u> <u>Date (\$)</u>	<u>Principal Amount at</u> <u>Maturity (\$)</u>
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Under the Master Indenture, (i) during the Accretion Period, the Series 2023A Convertible Capital Appreciation Bonds shall constitute “Capital Appreciation Bonds” and (ii) subsequent to the Accretion Period, the Series 2023A Convertible Capital Appreciation Bonds shall constitute “Current Interest Bonds.”

During the Accretion Period, interest on the Series 2023A Convertible Capital Appreciation Bonds shall accrue, but shall not be payable, at the applicable rate set forth above, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2023]. The Accreted Value with respect to the Series 2023A Convertible Capital Appreciation Bonds on each October 1 and April 1 prior to the Conversion Date shall be as set forth on the Accreted Value Table attached as Exhibit E, which is part of this Fifteenth Supplemental Indenture. Prior to the Conversion Date, the Accreted Value with respect to the Series 2023A Convertible Capital Appreciation Bonds on any date other than October 1 and April 1 shall be calculated by the Trustee using straight line interpolation, which calculation will be binding absent manifest error.

Subsequent to the Accretion Period, each Series 2023A Convertible Capital Appreciation Bond shall bear interest on the Accreted Value as of the Conversion Date (*i.e.*, the principal amount), at the applicable rate set forth above. Such interest shall be calculated on the basis of a year of 360 days and twelve 30-day months. Each Series 2023A Convertible Capital Appreciation Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2023A Convertible Capital Appreciation Bond shall bear interest from such 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 2023A Convertible Capital Appreciation Bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date following the Conversion Date, in which event such Series 2023A Convertible Capital Appreciation Bond shall bear interest from the Conversion Date. If interest on the Series 2023A Convertible Capital Appreciation Bonds shall be in default, Series 2023A Convertible Capital Appreciation Bonds issued in exchange for Series 2023A Convertible Capital Appreciation Bonds surrendered for transfer or exchange pursuant to the Master Indenture shall bear interest from the Interest Payment Date to which interest has been paid in full on the Series 2023A Convertible Capital Appreciation Bonds surrendered.

(d) *Payments.* Payment of principal of the Series 2023A Bonds that are Current Interest Bonds shall be made upon surrender of such Series 2023A Bonds to the Trustee. Payment of interest on the Series 2023A Bonds that are Current Interest Bonds which are not Book-Entry Series 2023A Bonds shall be paid by check or draft 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 registration books of the Registrar. Payment of interest on Book-Entry Series 2023A Bonds shall be made as provided in Section 2.05 hereof. Payment of the Final Compounded Amount or the redemption price of the Series 2023A Bonds that are Capital Appreciation Bonds shall be made upon surrender of such Series 2023A Bonds to the Trustee. The payment of interest on the Series 2023A Convertible Capital Appreciation Bonds subsequent to the Conversion Date that are, in each case, Book-Entry Series 2023A Bonds shall be made as provided in Section 2.05 hereof. Payment of interest on the Series 2023A Convertible Capital Appreciation Bonds subsequent to the Conversion Date that are not, in each case, Book-Entry Series 2023A Bonds shall be paid by check or draft 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 registration books of the Registrar. All payments in respect of the Series 2023A Bonds shall be made by the Authority in lawful money of the United States of America.

If the principal of or interest on (or Accreted Value of) a Series 2023A Bond becomes due and payable, but shall not have been paid when due, and no provision is made for its payment, then interest on overdue principal (or overdue Accreted Value) and, to the extent lawful, on overdue interest will accrue at the rate applicable to such Series 2023A Bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture and in this Fifteenth Supplemental Indenture).

Section 2.04 *Exchange of Series 2023A Bonds.* Series 2023A Bonds which are delivered to the Registrar for exchange pursuant to the Indenture may be exchanged for an equal total principal amount or Initial Amount, as applicable, of Series 2023A Bonds of the same type, interest rate and maturity date in Authorized Denominations.

Section 2.05 *Book-Entry Series 2023A Bonds.*

(a) Upon initial issuance, the registered owner of all of the Series 2023A Bonds shall be DTC. Payment of the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, any Series 2023A 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 Record Date or special record date for Cede & Co. in the registration books of the Registrar.

(b) The Series 2023A Bonds shall be initially issued in the form of a separate single authenticated fully registered Series 2023A Bond for each separate stated maturity with the same interest rate. Upon initial issuance, the ownership of such Series 2023A Bonds shall be registered in the registration books of the Registrar in the name of Cede & Co., as nominee of DTC. The Trustee, the Registrar, the Series 2023A Bond Insurer and the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2023A Bonds registered in its

name for the purposes of payment of the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, the Series 2023A Bonds, selecting the Series 2023A Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to the holders of the Series 2023A Bonds under the Indenture, registering the transfer of Series 2023A Bonds, and, subject to Section 6.05 hereof, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and none of the Trustee, the Registrar, the Series 2023A Bond Insurer or the Authority shall be affected by any notice to the contrary. None of the Trustee, the Registrar, the Series 2023A Bond Insurer or the Authority shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Series 2023A Bonds under or through DTC or any Participant, or any other person who 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 or the Final Compounded Amount and the redemption price of, and interest on, as applicable, the Series 2023A Bonds; any notice which is permitted or required to be given to the holders of the Series 2023A Bonds under the Indenture; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2023A Bonds; any consent given or other action taken by DTC as Bondholder; or any other purpose. The Trustee shall pay the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, the Series 2023A Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, the Series 2023A Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Series 2023A Bond evidencing the obligation of the Authority to make payments of the principal or the Final Compounded Amount and the redemption price, and interest, as applicable, 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 word "Cede & Co." in this Fifteenth Supplemental Indenture shall refer to such new nominee of DTC.

(c) Notwithstanding any other provision of the Indenture to the contrary, so long as any Series 2023A Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or the Final Compounded Amount and the redemption price of, and interest on, as applicable, such Series 2023A Bond and all notices with respect to such Series 2023A Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(d) Subject to Section 6.05 hereof, in connection with any notice or other communication to be provided to the holders of the Series 2023A Bonds pursuant to the 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.

(e) NONE OF THE AUTHORITY, THE CITY OF LOS ANGELES, THE CITY OF LONG BEACH, THE REGISTRAR, THE SERIES 2023A BOND INSURER OR 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 THE FINAL COMPOUNDED AMOUNT AND THE REDEMPTION PRICE OF, AND INTEREST ON, AS APPLICABLE, THE SERIES 2023A 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 2023A BONDS.

ARTICLE III

REDEMPTION

Section 3.01 *Notices to Bondholders.* The Trustee shall give notice of redemption (which, in the case of optional redemption, may be conditional), in the name of the Authority, to Bondholders of the Series 2023A Bonds to be redeemed pursuant to this Article III at least thirty (30) days (or at least twenty (20) days for Book-Entry Series 2023A Bonds) but not more than sixty (60) days before each date fixed for redemption. The Trustee shall send such notices of redemption by first class mail (or with respect to the Series 2023A Bonds held by DTC, in accordance with DTC operating procedures) to each owner of a Series 2023A Bond to be redeemed; each such notice shall be sent to the owner's registered address.

Each notice of redemption shall specify the Series 2023A Bonds to be redeemed, the date of issue, the maturity date thereof, if less than all Series 2023A Bonds of a maturity are called for redemption, the numbers of the Series 2023A Bonds, the principal amount or Initial Amount, as applicable, and the CUSIP numbers assigned to the Series 2023A Bonds to be redeemed, the principal or Accreted Value, as applicable, to be redeemed and the interest rate applicable to the Series 2023A Bonds to be redeemed, the date fixed for redemption, the redemption price, the place or places of payment, the Trustee's or Paying Agent's name, that payment will be made upon presentation and surrender of the Series 2023A Bonds to be redeemed to the Trustee, that interest, if any, accrued to the date fixed for redemption and not paid will be paid as specified in said notice, and that on and after said date interest thereon will cease to accrue on the Series 2023A Bonds called for redemption, to the extent that moneys for payment of the redemption price, including accrued interest to the date fixed for redemption, are being held in trust by the Trustee therefor. In the case of optional redemptions pursuant to Section 3.02 of this Fifteenth Supplemental Indenture, each such notice shall further state that the proposed redemption is conditioned on there being on deposit in the applicable account, on the date fixed for redemption, sufficient money to pay the full redemption price, plus accrued but unpaid interest to the date fixed for redemption, or the Accreted Value, as applicable, of the Series 2023A Bonds to be redeemed.

Failure to give any required notice of redemption as to any particular Series 2023A Bonds will not affect the validity of the call for redemption of any other Series 2023A Bonds with respect to which such failure does not occur. Any notice sent as provided herein will be conclusively presumed to have been given whether or not actually received by the addressee. When notice of redemption is given, Series 2023A Bonds called for redemption become due and

payable on the date fixed for redemption at the applicable redemption price; provided that, in the case of optional redemption, sufficient money to pay the full redemption price of the Series 2023A Bonds to be redeemed is on deposit in the applicable account on the date fixed for redemption. In the event that funds are deposited by the Authority with the Paying Agent sufficient for redemption, interest on the Series 2023A Bonds to be redeemed will cease to accrue as of the date fixed for redemption.

Section 3.02 [Optional Redemption of the Series 2023A Bonds. The Series 2023A Bonds that are Current Interest Bonds maturing on or before [October 1, 20__] are not subject to optional redemption, and the Series 2023A Bonds that are Current Interest Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the principal amount of such Series 2023A Bonds so redeemed plus accrued interest to the date fixed for redemption, without premium.]

[The Series 2023A Bonds that are Capital Appreciation Bonds maturing on and after [October 1, 20__] are not subject to optional redemption, and the Series 2023A Bonds that are Capital Appreciation Bonds maturing on and after [October 1, 20__] are subject to optional redemption , on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2023A Bonds as of the date fixed for redemption.]

[The Series 2023A Convertible Capital Appreciation Bonds maturing on or before [October 1, 20__] are not subject to optional redemption, and the Series 2023A Convertible Capital Appreciation Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2023A Convertible Capital Appreciation Bonds as of the date fixed for redemption.]

Section 3.03 [Mandatory Redemption of the Series 2023A Bonds. [The Series 2023A Bonds that are Current Interest Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:]

Mandatory Redemption Date <u>(October 1)</u>	<u>Principal Amount to be</u> <u>Redeemed</u>
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†

†Maturity

[The Series 2023A Bonds that are Capital Appreciation Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective Accreted Values set forth below, in each case at a redemption price equal to the Accreted Value thereof as of the date fixed for redemption:]

Mandatory Redemption Date (October 1)	<u>Accreted Value to be Redeemed</u>
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†

†Maturity

[The Series 2023A Bonds that are Convertible Capital Appreciation Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective [principal amounts] set forth below, in each case at a redemption price equal to the [principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption]:]

Mandatory Redemption Date (October 1)	<u>Principal Amount to be Redeemed</u>
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†Maturity

Section 3.04 ***Extraordinary Redemption of the Series 2023A Bonds.*** The Series 2023A Bonds are subject to extraordinary redemption as provided in the Indenture.

Section 3.05 ***Payment of Series 2023A Bonds Called for Redemption.*** Upon surrender to the Trustee, Series 2023A Bonds called for redemption shall be paid at the redemption price stated in the notice, plus, when applicable, interest accrued to the date fixed for redemption.

Section 3.06 ***Selection of Series 2023A Bonds for Optional Redemption; Series 2023A Bonds Redeemed in Part.*** Series 2023A Bonds may be selected for optional redemption by the Authority pursuant to Section 3.02 hereof, in whole or in part, in such order of maturity as the Authority may direct and within a maturity by lot, selected in such manner as the Trustee may deem appropriate (subject, with respect to Series 2023A Bonds held by DTC, to DTC's operational requirements); provided that Series 2023A Bonds may be redeemed only in Authorized Denominations. Upon surrender of a Series 2023A Bond to be redeemed in part only, the Trustee will authenticate for the holder a new Series 2023A Bond or Series 2023A Bonds of the same maturity equal in principal amount or Initial Amount, as applicable, to the unredeemed portion of the Series 2023A Bond surrendered.

Section 3.07 *Effect of Call for Redemption.* On the date so designated for redemption, notice having been given in the manner and under the conditions provided herein and moneys for payment of the redemption price, including, when applicable, accrued interest to the date fixed for redemption, being held in trust to pay the redemption price, (a) the Series 2023A Bonds so called for redemption shall become due and payable on the date fixed for redemption, (b) interest on such Series 2023A Bonds shall cease to accrue from and after such date fixed for redemption, (c) such Series 2023A Bonds shall cease to be entitled to any lien, benefit or security under the Indenture and (d) the owners of such Series 2023A Bonds shall have no rights in respect thereof except to receive payment of the redemption price. Series 2023A Bonds which have been duly called for redemption under the provisions of this Article III and for which moneys for the payment of the redemption price thereof, together with interest accrued to the date fixed for redemption, shall have been set aside and held in trust for the holders of the Series 2023A Bonds to be redeemed, all as provided in this Fifteenth Supplemental Indenture, shall not be deemed to be Outstanding under the provisions of the Indenture.

ARTICLE IV

ESTABLISHMENT OF FUNDS AND ADMINISTRATION THEREOF

Section 4.01 *Establishment of Funds and Accounts.* There is hereby established within the Debt Service Reserve Fund established pursuant to Section 3.02(c) of the Master Indenture, the Series 2023A Debt Service Reserve Account, to be held and administered by the Trustee in accordance with the Indenture and Section 4.04 of this Fifteenth Supplemental Indenture. In addition, the following funds are hereby established pursuant to Section 3.02 of the Master Indenture, each of which shall be held and administered by the Trustee as set forth herein:

(a) The Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds Costs of Issuance Fund, Series 2023A (the “Series 2023A Costs of Issuance Fund”); and

(b) The Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds Debt Service Fund, Series 2023A (the “Series 2023A Debt Service Fund”), which shall contain an Interest Account, a Principal Account and a Redemption Account for purposes of the Indenture.

Section 4.02 *Application of Funds.* The net proceeds of the sale of the Series 2023A Bonds, being the amount of \$[_____] [(of which \$[_____] shall be paid directly by the initial purchasers to the Series 2023A Bond Insurer for the issuance of the Series 2023A Bond Insurance Policy and the Series 2023A Debt Service Reserve Surety Policy)], shall be received by the Trustee and be deposited as follows:

(a) the sum of \$[_____] shall be deposited by the Trustee into the Escrow Fund established pursuant to the Escrow Agreement to be used, together with funds held under the Indenture and available for such purpose, to defease all of the outstanding Series 2013A Bonds, as provided in the Escrow Agreement.

(b) the sum of \$[_____] shall be deposited by the Trustee into the Series 2023A Debt Service Reserve Account.

(c) the balance (being \$[_____]) shall be deposited by the Trustee into the Series 2023A Costs of Issuance Fund.

Section 4.03 *Series 2023A Debt Service Fund.* The Trustee shall withdraw funds and make payments from the Revenue Fund for deposit in the Series 2023A Debt Service Fund at the times and in the amounts required by Section 3.03(a) - FIRST of the Master Indenture in respect of the Series 2023A Bonds. With the funds made available to it pursuant to Section 3.03 of the Master Indenture for such purpose, the Trustee shall make deposits or transfers into the Series 2023A Debt Service Fund as follows:

(a) *Interest Account.* The Trustee shall deposit or transfer into the Interest Account of the Series 2023A Debt Service Fund amounts, as provided in the Master Indenture pursuant to Section 3.03(a) and this Fifteenth Supplemental Indenture, to be used to pay interest due on the Series 2023A Bonds that are Current Interest Bonds. The Trustee shall also deposit into the Interest Account any other amounts deposited with it for deposit in such Interest Account or transferred from other funds and accounts for deposit therein. Earnings on amounts in the Interest Account shall be credited to such account.

(b) *Principal Account.* The Trustee shall deposit or transfer into the Principal Account of the Series 2023A Debt Service Fund amounts, as provided pursuant to Section 3.03(a) of the Master Indenture and this Fifteenth Supplemental Indenture, to be used to pay the principal amount or the Final Compounded Amount of the Series 2023A Bonds at maturity. The Trustee shall also deposit into the Principal Account any other amounts deposited with it for deposit into such Principal Account or transferred from other funds and accounts for deposit therein. Earnings on amounts in the Principal Account shall be credited to such account.

(c) *Redemption Account.* The Trustee shall deposit or transfer into the Redemption Account of the Series 2023A Debt Service Fund amounts required or, in the case of optional redemption, amounts as instructed by or as received from the Authority, as provided pursuant to Section 3.03(a) of the Master Indenture and this Fifteenth Supplemental Indenture, to be used to pay the redemption price of Series 2023A Bonds being redeemed as provided in Section 2.12 of the Master Indenture and Sections 3.02 and 3.03 of this Fifteenth Supplemental Indenture. The Trustee shall also deposit into the Redemption Account any other amounts deposited with it for deposit into the Redemption Account or transferred from other funds and accounts for deposit therein. Earnings on amounts in the Redemption Account shall be credited to such account, and any remaining earnings or other amounts therein following the applicable date fixed for redemption shall be withdrawn by the Trustee on the Business Day following such date fixed for redemption and deposited into the Revenue Fund, unless an Event of Default exists under the Indenture, in which event the earnings shall be retained in such Redemption Account.

Pursuant to Section 3.11 of the Master Indenture, amounts on deposit in the Series 2023A Debt Service Fund and the accounts therein may be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.

Section 4.04 ***Series 2023A Debt Service Reserve Account.*** As a condition of issuance of the Series 2023A Bonds, the amount set forth in Section 4.02(b) shall be deposited in the Series 2023A Debt Service Reserve Account of the Debt Service Reserve Fund so that the amount credited thereto will be equal to the Debt Service Reserve Requirement for the Series 2023A Bonds. In the event that a Debt Service Reserve Surety Policy shall be deposited in the Series 2023A Debt Service Reserve Account as provided in Section 3.05(c) of the Master Indenture, then any amounts in the Series 2023A Debt Service Reserve Account in excess of the Debt Service Reserve Requirement resulting from such deposit shall be transferred to the Series 2023A Debt Service Fund, unless an Event of Default exists under the Indenture, in which event the excess amounts shall be retained in the Series 2023A Debt Service Reserve Account, as provided in Section 3.05(d) of the Master Indenture.

The Trustee is authorized and directed to enter into the Series 2023A Debt Service Reserve Surety Policy in its capacity as Trustee under the Indenture and all provisions in the Indenture relating to the rights, privileges, powers and protections of the Trustee shall apply with equal force and effect to all actions taken or not taken by the Trustee in connection with the performance of any duties or responsibilities of the Trustee with respect to or under the Series 2023A Debt Service Reserve Surety Policy.

Section 4.05 ***Series 2023A Costs of Issuance Fund.*** There shall be deposited into the Series 2023A Costs of Issuance Fund the amount provided in Section 4.02(c) above. The Trustee shall make payments or disbursements from the Series 2023A Costs of Issuance Fund, if any, to pay Costs of Issuance relating to the Series 2023A Bonds upon receipt from the Authority of a Requisition meeting the requirements of Section 3.13 of the Master Indenture. Pursuant to Section 3.11 of the Master Indenture, amounts on deposit in the Series 2023A Costs of Issuance Fund may be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments. Subject to Section 3.11 of the Master Indenture, earnings on amounts in the Series 2023A Costs of Issuance Fund shall be retained therein. Upon the Trustee's receipt of written instructions from an Authorized Authority Representative, all amounts remaining on deposit in the Series 2023A Costs of Issuance Fund shall be transferred to the Series 2023A Debt Service Fund, and the Trustee shall close the Series 2023A Costs of Issuance Fund.

ARTICLE V

TAX COVENANTS

The Authority hereby agrees that it will execute the Tax Certificate with respect to the Series 2023A Bonds. There is hereby created and established by the Authority the "Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds Rebate Fund, Series 2023A" (the "Series 2023A Rebate Fund") to be held and administered by the Authority. Notwithstanding any other provision contained herein relating to the deposit of investment earnings on amounts on deposit in any fund or account hereunder, at the written direction of the Authority, any earnings which are subject to a federal tax or rebate requirement, as provided in the Tax Certificate, shall be deposited in the Series 2023A Rebate Fund for that purpose.

ARTICLE VI

SERIES 2023A BOND INSURANCE POLICY; SERIES 2023A DEBT SERVICE RESERVE SURETY POLICY; ADDITIONAL COVENANTS FOR THE BENEFIT OF THE SERIES 2023A BOND INSURER

Section 6.01 *Application of Article VI.*

(a) All provisions herein regarding rights, consents, approvals, directions, appointments or requests by the Series 2023A Bond Insurer shall be deemed to not require or permit such consents, approvals, directions, appointments or requests by the Series 2023A Bond Insurer and shall be read as if the Series 2023A Bond Insurer were not mentioned therein, during any time in which: (i) the Series 2023A Bond Insurer is in default in its obligation to make payments under (A) the Series 2023A Bond Insurance Policy when due, (B) the Series 2023A Debt Service Reserve Surety Policy when due, or (C) any other municipal bond insurance policy or debt service reserve surety policy issued by the Series 2023A Bond Insurer when due and such failure shall continue for 30 days unless the obligation of the Series 2023A Bond Insurer to pay is being contested by the Series 2023A Bond Insurer in good faith by appropriate proceedings; (ii) the Series 2023A Bond Insurance Policy or the Series 2023A Debt Service Reserve Surety Policy shall at any time for any reason cease to be valid and binding on the Series 2023A Bond Insurer, or shall be declared to be null and void, in each case by a final, non-appealable order of a court of competent jurisdiction, or the validity or enforceability of any provision thereof is being contested by the Series 2023A Bond Insurer or any governmental agency or authority acting as a receiver or similar capacity for the Series 2023A Bond Insurer, or if the Series 2023A Bond Insurer is denying further liability or obligation under the Series 2023A Bond Insurance Policy or Series 2023A Debt Service Reserve Surety Policy; (iii) a proceeding has been instituted in a court having jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect of the Series 2023A Bond Insurer under Article 16 of the Insurance Law of the State of New York or any successor provision thereto or similar provision of law and such proceeding is not terminated for a period of 90 consecutive days or such court enters an order granting the relief sought in such proceeding; or (iv) the Series 2023A Insured Bonds are no longer Outstanding and any amounts due or to become due to the Series 2023A Bond Insurer have been paid in full; provided that to the extent that the Series 2023A Bond Insurer has made any payment of principal of or interest on the Series 2023A Bonds under the Series 2023A Bond Insurance Policy or the Series 2023A Debt Service Reserve Surety Policy, it shall retain its rights of subrogation and reimbursement under this Fifteenth Supplemental Indenture.

(b) Subject to Subsection 6.01(a) hereof, the covenants of the Authority in this Article VI are solely for the benefit of the Series 2023A Bond Insurer and can be modified or waived in whole or in part by the Series 2023A Bond Insurer or otherwise agreed to between the Authority and the Series 2023A Bond Insurer without the consent of the Trustee and the Holders of the Bonds. The failure by the Authority to comply with any such covenants in this Article VI shall constitute an Event of Default under the provisions of the Indenture if, and only if, the Series 2023A Bond Insurer gives a written notice of such failure to the Trustee and to the Authority, notwithstanding anything in the Indenture to the contrary.

Section 6.02 *Provisions Relating to the Series 2023A Bond Insurance Policy.* As long as the Series 2023A Bond Insurance Policy shall be in full force and effect and the Series 2023A Bond Insurer is not in default of its obligation to make payments thereunder, the Authority, the Trustee and any Paying Agent hereby agree to comply with the following provisions:

(a) If, on the third Business Day prior to the related scheduled interest payment date or principal payment date (“Payment Date”) on the Series 2023A Insured Bonds, there is not on deposit with the Trustee, after making all transfers and deposits required under the Indenture, moneys sufficient to pay the principal of and interest on the Series 2023A Insured Bonds due on such Payment Date, the Trustee shall give notice to the Series 2023A Bond Insurer and to its designated agent (if any) (the “Series 2023A Bond Insurer’s Fiscal Agent”) by telephone or teletype of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2023A Insured Bonds due on such Payment Date, the Trustee shall make a claim under the Series 2023A Bond Insurance Policy and give notice to the Series 2023A Bond Insurer and the Series 2023A Bond Insurer’s Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2023A Insured Bonds and the amount required to pay principal of the Series 2023A Insured Bonds, confirmed in writing to the Series 2023A Bond Insurer and the Series 2023A Bond Insurer’s Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Series 2023A Bond Insurance Policy.

(b) The Trustee shall designate any portion of payment of principal on Series 2023A Insured Bonds paid by the Series 2023A Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2023A Insured Bonds registered to the then current Holder of the Series 2023A Insured Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2023A Bond to the Series 2023A Bond Insurer, registered in the name of **[BOND INSURER NAME]** in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee’s failure to so designate any payment or issue any replacement Series 2023A Insured Bond shall have no effect on the amount of principal or interest payable by the Authority on any Series 2023A Insured Bond or the subrogation rights of the Series 2023A Bond Insurer.

(c) The Trustee shall keep a complete and accurate record of all funds deposited by the Series 2023A Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2023A Insured Bond. The Series 2023A Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(d) Upon payment of a claim under the Series 2023A Bond Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of holders of the Series 2023A Insured Bonds, which is referred to herein as the “Policy Payments Account,” and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Series 2023A Bond Insurance Policy in trust on

behalf of Holders of the Series 2023A Insured Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Holders of the Series 2023A Insured Bonds in the same manner as principal and interest payments are to be made with respect to the Series 2023A Bonds under the sections of the Indenture regarding payment of Senior Lien Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

(e) Notwithstanding anything in the Indenture to the contrary, the Authority agrees to pay to the Series 2023A Bond Insurer: (i) a sum equal to the total of all amounts paid by the Series 2023A Bond Insurer under the Series 2023A Bond Insurance Policy (the “Insurer Advances”), which Insurer Advances shall be payable with monies deposited into the Series 2023A Debt Service Fund pursuant to Section 3.03(a) paragraph FIRST of the Indenture; and (ii) interest on such Insurer Advances from the date paid by the Series 2023A Bond Insurer until payment thereof in full, payable to the Series 2023A Bond Insurer at the Late Payment Rate per annum (collectively, the “Insurer Reimbursement Amounts”), which Insurer Reimbursement Amounts shall be payable as Financing Fees with monies deposited pursuant to Section 3.03(a) paragraph THIRD of the Indenture. “Late Payment Rate” means the lesser of: (A) the greater of (I) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (II) the then applicable highest rate of interest on the Series 2023A Insured Bonds, and (B) the maximum rate permissible under applicable usury or similar 2023A limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.

(f) Funds held-in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Payment Date of the Series 2023A Insured Bonds shall promptly be remitted to the Series 2023A Bond Insurer.

Section 6.03 *Provisions Relating to the Series 2023A Debt Service Reserve Surety Policy.*

(a) The Trustee shall ascertain the necessity for making a claim upon the Series 2023A Debt Service Reserve Surety Policy in accordance with the provisions of subparagraph (d) hereof and shall provide notice to the Series 2023A Bond Insurer in accordance with the terms of the Series 2023A Debt Service Reserve Surety Policy at least five (5) Business Days prior to each date upon which interest or principal is due on the Series 2023A Bonds. Where deposits are required to be made by the Authority with the Trustee to the Series 2023A Debt Service Fund more often than semi-annually, the Trustee shall give notice to the Series 2023A Bond Insurer of any failure of the Authority to make timely payment in full of such deposits within two Business Days of the due date.

(b) The Authority shall repay, or cause to be repaid, any draws under the Series 2023A Debt Service Reserve Surety Policy and pay all related reasonable expenses

incurred by the Series 2023A Bond Insurer and shall pay interest thereon from the date of payment by the Series 2023A Bond Insurer at the Late Payment Rate, which amounts shall be payable as a Debt Service Reserve Surety Repayment Obligation pursuant to Section 3.03(c) of the Indenture. “Late Payment Rate means the lesser of: (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2023A Bonds, and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Series 2023A Bond Insurer shall specify.

If the interest provisions of this subparagraph (b) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Series 2023A Bond Insurer, with the same force and effect as if the Authority had specifically designated such extra sums to be so applied and the Series 2023A Bond Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

(c) Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, “Policy Costs”) shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Policy Costs constitute Debt Service Reserve Surety Repayment Obligations with respect to the Series 2023A Debt Service Reserve Surety Policy and shall be paid as provided in Section 3.03(c) of the Master Indenture.

Amounts in respect of Policy Costs paid to the Series 2023A Bond Insurer shall be credited: first to interest due, then to the expenses due, and then to principal due. As and to the extent that payments are made to the Series 2023A Bond Insurer on account of principal due, the coverage under the Series 2023A Debt Service Reserve Surety Policy will be increased by a like amount, subject to the terms of the Series 2023A Debt Service Reserve Surety Policy.

(d) All cash and investments in the Series 2023A Debt Service Reserve Account shall be transferred by the Trustee to the Series 2023A Debt Service Fund for payment of debt service on the Series 2023A Bonds before any drawing may be made on the Series

2023A Debt Service Reserve Surety Policy or any other credit facility credited to the Series 2023A Debt Service Reserve Account in lieu of cash (a “Credit Facility”). Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Series 2023A Debt Service Reserve Surety Policy) on which there is available coverage shall be made by the Trustee on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Series 2023A Debt Service Reserve Account, payment of Policy Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Series 2023A Debt Service Reserve Account. For the avoidance of doubt, “available coverage” means the coverage then available for disbursement pursuant to the terms of the applicable Credit Facility without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(e) The Indenture shall not be discharged until all Policy Costs owing to the Series 2023A Bond Insurer shall have been paid in full. The Authority’s obligation to pay such amounts shall expressly survive payment in full of the Series 2023A Bonds.

Section 6.04 *Covenants of the Authority For the Benefit of the Series 2023A Bond Insurer; Rights of Series 2023A Bond Insurer.*

(a) *[To be provided following engagement of bond insurer]*

Section 6.05 *Notices to the Series 2023A Bond Insurer.*

(b) *[To be provided following engagement of bond insurer]*

ARTICLE VII

MISCELLANEOUS

Section 7.01 *Notices.*

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Fifteenth Supplemental Indenture or the Series 2023A Bonds must be in writing except as expressly provided otherwise in this Fifteenth Supplemental Indenture.

(b) Any notice or other communication, unless otherwise specified, shall be sufficiently given and deemed given when (i) mailed by first-class mail, postage prepaid, addressed to the Authority or the Trustee at the addresses provided in the Indenture, or to the Series 2023A Bond Insurer at the address provided in Section 6.05 hereof, (ii) delivered by hand and received by the Authority or the Trustee at the addresses provided in the Indenture or (iii) sent by facsimile to the Authority or the Trustee at the number provided in the Indenture, or to the Series 2023A Bond Insurer at the address provided in Section 6.05 hereof, provided the machine receiving such facsimile is equipped with automatic answer-back capacity. Any addressee may designate additional or different addresses for purposes of this Section.

Section 7.02 ***Modification of this Fifteenth Supplemental Indenture.*** The Authority may, from time to time and at any time, execute and deliver Supplemental Indentures supplementing and/or amending this Fifteenth Supplemental Indenture in the manner set forth in Article VIII of the Master Indenture.

Section 7.03 ***Severability.*** If any provision of this Fifteenth Supplemental Indenture shall be determined to be unenforceable, that shall not affect any other provision of this Fifteenth Supplemental Indenture.

Section 7.04 ***Payments or Actions Occurring on Non-Business 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 or the action taken on the stated date, and no interest shall accrue on that payment for the intervening period.

Section 7.05 ***Governing Law.*** This Fifteenth Supplemental Indenture shall be governed by and construed in accordance with the laws of the State.

Section 7.06 ***Captions.*** The captions in this Fifteenth Supplemental Indenture are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Fifteenth Supplemental Indenture.

Section 7.07 ***Counterparts.*** This Fifteenth Supplemental Indenture may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Fifteenth Supplemental Indenture to be duly executed all as of the date first above written.

**ALAMEDA CORRIDOR TRANSPORTATION
AUTHORITY**

Attest:

By: _____
[Chief Executive Officer]

By: _____
Secretary of the
Authority Governing Board

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

By: _____
[Vice President]

EXHIBIT A

[FORM OF CAPITAL APPRECIATION BOND]

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

**TAX-EXEMPT SENIOR LIEN REVENUE REFUNDING BOND,
SERIES 2023A
(Capital Appreciation Bond)**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), 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 THEREIN.

No. _____

Final Compounded Amount: _____

Initial Amount: _____

Interest Rate

Maturity Date

Original Dated Date

CUSIP

Neither the faith and the credit nor the taxing power of the City of Los Angeles, the Harbor Department of the City of Los Angeles, the City of Long Beach, the Harbor Department of the City of Long Beach, the State of California or any public agency is pledged to or secures the payment of the Accreted Value or Final Compounded Amount of or premium, if any, on this bond. Payment of the Accreted Value or Final Compounded Amount of or premium, if any, on this bond is a special limited obligation of the Authority and is secured only by the Trust Estate and a pledge of Revenues, as provided in the Indenture. The Authority has no power of taxation.

The Alameda Corridor Transportation Authority (the "Authority") promises to pay, solely from the Trust Estate as provided in the Indenture, to the registered owner stated above, or registered assigns, the Final Compounded Amount of _____ Dollars on the maturity date set forth above (which amount represents the Initial Amount hereof, together with accreted interest on such Initial Amount, from the date hereof until the maturity date hereof, at the interest rate specified above, compounded on [October 1, 2023] and semiannually thereafter on October 1 and April 1 of each year), as provided in this bond.

Additional provisions of this bond are set forth on the following pages of this bond.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this bond, do exist, have happened and have been performed in due time, form and manner as required by law.

Date of Authentication: [_____, 2023]

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as successor in
trust to U.S. Bank National Association, as
Trustee, certifies that this is one of the Series
2023A Bonds referred to in the Indenture and
the Fifteenth Supplemental Indenture.

**ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY**

By: _____
Authorized Signatory

By: _____
[Chief Executive Officer]

[Countersigned:

By: _____
Chief Financial Officer]

1. **Master Indenture; Fifteenth Supplemental Indenture.** The Authority has entered into a Master Trust Indenture, dated as of January 1, 1999, as amended (the “Master Indenture”), with U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank National Association, as trustee (the “Trustee”). The Master Indenture provides that the Authority may issue bonds and incur other indebtedness under the terms and conditions set forth in the Master Indenture and any Supplemental Indenture. All bonds and other indebtedness issued thereunder and secured thereby are collectively referred to herein as “Bonds.”

This bond is part of a series of Bonds of the Authority designated as Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds”). The Series 2023A Bonds are issued under the Master Indenture and a Fifteenth Supplemental Trust Indenture, dated as of [_____] 1, 2023] (the “Fifteenth Supplemental Indenture”), between the Authority and the Trustee and authorized by Resolution No. [_____] adopted by the Authority on [_____, 2022]. The Series 2023A Bonds, which consist of Capital Appreciation Bonds (including this bond), Current Interest Bonds and Series 2023A Convertible Capital Appreciation Bonds, are being issued in the aggregate Initial Amount of \$[_____]. The Series 2023A Bonds are equally and ratably secured under the Master Indenture and the Fifteenth Supplemental Indenture. This bond shall be deemed a “Senior Lien Bond” as defined in the Master Indenture. The Series 2023A Bonds shall be on a parity with the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A issued by the Authority on February 9, 1999, the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C issued by the Authority on February 9, 1999, the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012 issued by the Authority on June 21, 2012, the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A issued by the Authority on February 12, 2013 (the “Series 2013A Bonds”), the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A issued by the Authority on [_____, 2022], the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B issued by the Authority on [_____, 2022], and any other Senior Lien Bonds issued from time to time under the Master Indenture, as and to the extent provided in the Master Indenture. The Series 2023A Bonds are being issued to refund all of the outstanding Series 2013A Bonds, as further described in the Fifteenth Supplemental Indenture.

The terms of the Series 2023A Bonds include the terms set forth in the Master Indenture and the Fifteenth Supplemental Indenture. Bondholders are referred to the Master Indenture and the Fifteenth Supplemental Indenture, each as may be amended and supplemented from time to time (collectively, the “Indenture”), for a statement of those terms. Capitalized terms used but not otherwise defined in this bond shall have the meanings given to them in the Indenture.

2. **Source of Payments.** The Series 2023A Bonds, together with all other Bonds, are secured by the Trust Estate and payable from the Revenues, as described in the Master Indenture. Pursuant to the Master Indenture, the Authority has pledged the Revenues, subject to application and priorities as described therein, to secure payment of all Bonds issued under the Master Indenture. The Senior Lien Bonds authorized and issued under the provisions of the Master Indenture shall be secured by a pledge of Revenues and a first lien on the Trust Estate. The

Authority hereby represents and states that it has not previously created any pledge, charge or lien on any security interest in the Trust Estate prior to or on parity with the lien of the Senior Lien Bonds, and the Authority covenants that, until all the Senior Lien Bonds authorized and issued under the provisions of the Master Indenture and the interest thereon shall have been paid or deemed to have been paid, the Authority will not, except as specifically provided in the Master Indenture, grant any prior or parity pledge of or any lien on or security interest in the Trust Estate, or create or permit to be created any charge or lien thereon or any security interest therein ranking prior to or on a parity with the charge or lien of the Senior Lien Bonds from time to time Outstanding under the Master Indenture.

3. ***Interest Rate.*** Interest on this bond shall accrue, but shall not be payable until maturity or prior redemption, at the rate shown on the face of this bond, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2023].

Interest on overdue Accreted Value and, to the extent lawful, on overdue interest will accrue at the rate shown on the face of this bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture).

4. ***Payment of Accreted Value or Final Compounded Amount.*** Payment of the Accreted Value or Final Compounded Amount of this bond will be paid at maturity or prior redemption upon surrender of this bond to the Paying Agent, except that with respect to Book-Entry Series 2023A Bonds, the Paying Agent may make arrangements for payment of the Accreted Value or Final Compounded Amount as provided in the Fifteenth Supplemental Indenture. The Accreted Value or Final Compounded Amount will be paid in lawful money of the United States. If any payment on this bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

5. ***Redemption.***

(a) *[Optional Redemption.* The Series 2023A Bonds that are Capital Appreciation Bonds maturing on and after [October 1, 20__] are not subject to optional redemption, and the Series 2023A Bonds that are Capital Appreciation Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2023A Bonds as of the date fixed for redemption.]

(b) *[Mandatory Redemption.* The Series 2023A Bonds that are Capital Appreciation Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective Accreted Values set forth below, in each case at a redemption price equal to the Accreted Value thereof as of the date fixed for redemption:]

Mandatory Redemption Date
(October 1)

Accreted Value to be
Redeemed

†
_____†
Maturity

(c) *Extraordinary Redemption.* The Series 2023A Bonds are subject to extraordinary redemption as provided in the Master Indenture.

(d) *Notice of Redemption.* At least thirty (30) days (or at least twenty (20) days for Book-Entry Series 2023A Bonds) but not more than sixty (60) days before each redemption, the Trustee will give notice as provided in the Fifteenth Supplemental Indenture to each owner of a Series 2023A Bond to be redeemed, which notice may be conditional in the case of optional redemption. Failure to give any required notice of redemption will not affect the validity of the call for redemption of any Series 2023A Bond in respect of which such failure does not occur. Any notice sent as provided in the Fifteenth Supplemental Indenture will be conclusively presumed to have been given whether or not actually received by the addressee.

(e) *Effect of Redemption.* When notice of redemption is given and funds sufficient for redemption are deposited with the Paying Agent, Series 2023A Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price plus accrued interest to the redemption date; in such case when funds sufficient for redemption are deposited with the Paying Agent, interest on the Series 2023A Bonds to be redeemed ceases to accrue as of the date fixed for redemption.

6. ***Denominations; Transfer; Exchange.*** The Series 2023A Bonds that are Capital Appreciation Bonds are available in denominations such that the Accreted Value of such Capital Appreciation Bonds at their maturity shall be \$5,000 or an integral multiple thereof. A holder may transfer or exchange Series 2023A Bonds in accordance with the Master Indenture and the Fifteenth Supplemental Indenture. The Trustee and the Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Master Indenture.

7. ***Persons Deemed Owners.*** Except as provided in Section [6.04] of the Fifteenth Supplemental Indenture, the registered owner of this bond shall be treated as its owner for all purposes.

8. ***Unclaimed Money.*** If moneys for the payment of the Accreted Value or Final Compounded Amount or premium, if any, remain unclaimed for one year, such moneys will be paid to or for the account of the Authority. After that, holders entitled to such moneys must look only to the Authority and not to the Paying Agent or the Trustee for payment.

9. **Discharge Before Maturity.** If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the Accreted Value or Final Compounded Amount and premium, if any, on all Outstanding Bonds (including this bond), and if the Authority also pays all other sums then payable by the Authority under the Master Indenture, then the Master Indenture and all Supplemental Indentures thereto will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment. If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the Accreted Value or Final Compounded Amount and premium, if any, on any portion of the Outstanding Bonds, then such Bonds with respect to which the deposit was made shall no longer be deemed to be Outstanding and shall no longer be secured by the Master Indenture except to the extent of the funds set aside therefor.

10. **Amendment, Supplement, Waiver.** The Master Indenture, the Fifteenth Supplemental Indenture and the Series 2023A Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, only as provided in the Master Indenture and the Fifteenth Supplemental Indenture. Any consent given by the owner of this bond shall bind any subsequent owner of this bond or any Series 2023A Bond delivered in substitution for this bond.

11. **Defaults and Remedies.** The Master Indenture provides that the occurrences of certain events constitute Events of Default. Bondholders may not enforce the Indenture or the Series 2023A Bonds except as provided in the Master Indenture. The Trustee may refuse to enforce the Indenture or the Series 2023A Bonds unless it receives indemnity satisfactory to it in accordance with Section 7.07 of the Master Indenture. Subject to certain limitations, holders of 25% or more of the Bond Obligation amount of the Bonds (including this bond), determined in accordance with the terms of the Master Indenture and the Fifteenth Supplemental Indenture, may direct the Trustee in its exercise of certain of such trusts or powers.

12. **No Recourse Against Others.** No member, director, officer, official or employee of the Authority shall have any personal liability for any obligations of the Authority under the Series 2023A Bonds, the Master Indenture or the Fifteenth Supplemental Indenture or for any claim based on such obligations or their creation or be subject to any personal liability or accountability by reason of the issuance thereof. Each Bondholder, by accepting a Series 2023A Bond, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this bond.

13. **Authentication.** This bond shall not be valid until the Trustee or an authenticating agent signs the certificate of authentication on the second page of this bond.

14. **Abbreviations.** Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

[FORM OF ASSIGNMENT]

I or we assign and transfer this bond to _____

_____ [insert social security number or other identifying number of assignee]

_____ [print or type assignee's name, address and zip code]

and irrevocably appoint _____

agent to transfer this bond on the books of the Authority. The agent may substitute another to act for him.

Date: _____

Signature: _____
(Sign exactly as name appears on the face of this bond)

Signature guarantee: _____
(NOTE: Signature must be guaranteed by an eligible guarantor institution.)

STATEMENT OF INSURANCE

[To be included, if applicable]

EXHIBIT B

[FORM OF CURRENT INTEREST BOND]

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
TAX-EXEMPT SENIOR LIEN REVENUE REFUNDING BOND,
SERIES 2023A**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), 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 THEREIN.

No. _____

Interest Rate

Maturity Date

Original Dated Date

CUSIP

Registered Owner: _____

Principal Sum: _____

Neither the faith and the credit nor the taxing power of the City of Los Angeles, the Harbor Department of the City of Los Angeles, the City of Long Beach, the Harbor Department of the City of Long Beach, the State of California or any public agency is pledged to or secures the payment of the principal of, premium, if any, or interest on this bond. Payment of the principal of, premium, if any, or interest on this bond is a special limited obligation of the Authority and is secured only by the Trust Estate and a pledge of Revenues, as provided in the Indenture. The Authority has no power of taxation.

The Alameda Corridor Transportation Authority (the "Authority") promises to pay, solely from the Trust Estate as provided in the Indenture, to the registered owner stated above, or registered assigns, the Principal Sum stated above on the Maturity Date stated above, unless earlier redeemed, and to pay from those sources interest thereon at the Interest Rate stated above, as provided in this bond.

Additional provisions of this bond are set forth on the following pages of this bond.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this bond, do exist, have happened and have been performed in due time, form and manner as required by law.

Date of Authentication: [_____, 2023]

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as successor in
trust to U.S. Bank National Association, as
Trustee, certifies that this is one of the Series
2023A Bonds referred to in the Indenture and
the Fifteenth Supplemental Indenture.

**ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY**

By: _____
Authorized Signatory

By: _____
[Chief Executive Officer]

[Countersigned:

By: _____
Chief Financial Officer]

1. **Master Indenture; Fifteenth Supplemental Indenture.** The Authority has entered into a Master Trust Indenture, dated as of January 1, 1999, as amended (the “Master Indenture”), with U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank, National Association, as trustee (the “Trustee”). The Master Indenture provides that the Authority may issue bonds and incur other indebtedness under the terms and conditions set forth in the Master Indenture and any Supplemental Indenture. All bonds and other indebtedness issued thereunder and secured thereby are collectively referred to herein as “Bonds.”

This bond is part of a series of Bonds of the Authority designated as Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds”). The Series 2023A Bonds are issued under the Master Indenture and a Fifteenth Supplemental Trust Indenture, dated as of [_____] 1, 2023] (the “Fifteenth Supplemental Indenture”), between the Authority and the Trustee and authorized by Resolution No. [_____] adopted by the Authority on [_____, 2022]. The Series 2023A Bonds, which consist of Capital Appreciation Bonds, Current Interest Bonds (including this bond) and Series 2023A Convertible Capital Appreciation Bonds, are being issued in the aggregate principal amount of \$[_____]. The Series 2023A Bonds are equally and ratably secured under the Master Indenture and the Fifteenth Supplemental Indenture. This bond shall be deemed a “Senior Lien Bond” as defined in the Master Indenture. The Series 2023A Bonds shall be on a parity with the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A issued by the Authority on February 9, 1999, the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C issued by the Authority on February 9, 1999, the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012 issued by the Authority on June 21, 2012, the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A issued by the Authority on February 12, 2013 (the “Series 2013A Bonds”), the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A issued by the Authority on [_____, 2022], the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B issued by the Authority on [_____, 2022], and any other Senior Lien Bonds issued from time to time under the Master Indenture, as and to the extent provided in the Master Indenture. The Series 2023A Bonds are being issued to refund all of the outstanding Series 2013A Bonds, as further described in the Fifteenth Supplemental Indenture.

The terms of the Series 2023A Bonds include the terms set forth in the Master Indenture and the Fifteenth Supplemental Indenture. Bondholders are referred to the Master Indenture and the Fifteenth Supplemental Indenture, each as may be amended and supplemented from time to time (collectively, the “Indenture”), for a statement of those terms. Capitalized terms used but not otherwise defined in this bond shall have the meanings given to them in the Indenture.

2. **Source of Payments.** The Series 2023A Bonds, together with all other Bonds, are secured by the Trust Estate and payable from the Revenues, as described in the Master Indenture. Pursuant to the Master Indenture, the Authority has pledged the Revenues, subject to application and priorities as described therein, to secure payment of all Bonds issued under the Master Indenture. The Senior Lien Bonds authorized and issued under the provisions of the Master Indenture shall be secured by a pledge of Revenues and a first lien on the Trust Estate. The Authority hereby represents and states that it has not previously created any pledge, charge or

lien on any security interest in the Trust Estate prior to or on parity with the lien of the Senior Lien Bonds, and the Authority covenants that, until all the Senior Lien Bonds authorized and issued under the provisions of the Master Indenture and the interest thereon shall have been paid or deemed to have been paid, the Authority will not, except as specifically provided in the Master Indenture, grant any prior or parity pledge of or any lien on or security interest in the Trust Estate, or create or permit to be created any charge or lien thereon or any security interest therein ranking prior to or on a parity with the charge or lien of the Senior Lien Bonds from time to time Outstanding under the Master Indenture.

3. ***Interest Rate.*** This bond shall bear interest from its date until its maturity or prior redemption at the Interest Rate shown on the face of this bond. Interest on overdue principal and, to the extent lawful, on overdue interest will accrue at the rate shown on the face of this bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture). Interest on this bond shall be calculated on the basis of a year of 360 days and twelve 30-day months.

4. ***Interest Payment and Record Dates.*** Interest hereon will be due and payable on [October 1, 2023] and on each October 1 and April 1 thereafter until maturity or prior redemption, and will be paid by the Paying Agent to the party who is the owner hereof on the Record Date for such payment. The Record Date for an April 1 payment is the preceding March 15, and the Record Date for an October 1 payment is the preceding September 15. If this bond is not a Book-Entry Series 2023A Bond, as defined in the Fifteenth Supplemental Indenture, interest hereon will be paid by check mailed to the holder's registered address, and if this bond is a Book-Entry Series 2023A Bond, interest will be paid as provided in the Fifteenth Supplemental Indenture.

5. ***Payment of Principal.*** Principal of this bond will be paid at maturity or prior redemption upon surrender of this bond to the Paying Agent, except that with respect to Book-Entry Series 2023A Bonds, the Paying Agent may make arrangements for payment of principal as provided in the Fifteenth Supplemental Indenture. Principal and interest will be paid in lawful money of the United States. If any payment on this bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue on that payment for the intervening period as a result.

6. ***Redemption.***

(a) ***[Optional Redemption.*** The Series 2023A Bonds that are Current Interest Bonds maturing on or before [October 1, 20__] are not subject to optional redemption, and the Series 2023A Bonds that are Current Interest Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the principal amount of such Series 2023A Bonds so redeemed plus accrued interest to the date fixed for redemption, without premium.]

(b) ***[Mandatory Redemption.*** The Series 2023A Bonds that are Current Interest Bonds maturing on October 1, [____] shall be subject to mandatory sinking

fund redemption prior to maturity on each October 1 in the years and in the respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:]

<u>Mandatory Redemption Date</u> <u>(October 1)</u>	<u>Principal Amount to be</u> <u>Redeemed</u>
--	--

†

†Maturity

(c) *Extraordinary Redemption.* The Series 2023A Bonds are subject to extraordinary redemption as provided in the Master Indenture.

(d) *Notice of Redemption.* At least thirty (30) days (or at least twenty (20) days for Book-Entry Series 2023A Bonds) but not more than sixty (60) days before each redemption, the Trustee will give notice as provided in the Fifteenth Supplemental Indenture to each owner of a Series 2023A Bond to be redeemed, which notice may be conditional in the case of optional redemption. Failure to give any required notice of redemption will not affect the validity of the call for redemption of any Series 2023A Bond in respect of which such failure does not occur. Any notice sent as provided in the Fifteenth Supplemental Indenture will be conclusively presumed to have been given whether or not actually received by the addressee.

(e) *Effect of Redemption.* When notice of redemption is given and funds sufficient for redemption are deposited with the Paying Agent, Series 2023A Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price plus accrued interest to the redemption date; in such case when funds sufficient for redemption are deposited with the Paying Agent, interest on the Series 2023A Bonds to be redeemed ceases to accrue as of the date fixed for redemption.

7. *Denominations; Transfer; Exchange.* The Series 2023A Bonds that are Current Interest Bonds are available in denominations of \$5,000 or any integral multiple thereof. A holder may transfer or exchange Series 2023A Bonds in accordance with the Master Indenture and the Fifteenth Supplemental Indenture. The Trustee and the Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Master Indenture.

8. *Persons Deemed Owners.* Except as provided in Section [6.04] of the Fifteenth Supplemental Indenture, the registered owner of this bond shall be treated as its owner for all purposes.

9. **Unclaimed Money.** If moneys for the payment of the principal of, premium, if any, or interest remain unclaimed for one year, such moneys will be paid to or for the account of the Authority. After that, holders entitled to such moneys must look only to the Authority and not to the Paying Agent or the Trustee for payment.

10. **Discharge Before Maturity.** If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the principal of, premium, if any, and interest on all Outstanding Bonds (including this bond), and if the Authority also pays all other sums then payable by the Authority under the Master Indenture, then the Master Indenture and all Supplemental Indentures thereto will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment. If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the principal of, premium, if any, and interest on any portion of the Outstanding Bonds, then such Bonds with respect to which the deposit was made shall no longer be deemed to be Outstanding and shall no longer be secured by the Master Indenture except to the extent of the funds set aside therefor.

11. **Amendment, Supplement, Waiver.** The Master Indenture, the Fifteenth Supplemental Indenture and the Series 2023A Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, only as provided in the Master Indenture and the Fifteenth Supplemental Indenture. Any consent given by the owner of this bond shall bind any subsequent owners of this bond or any Series 2023A Bond delivered in substitution for this bond.

12. **Defaults and Remedies.** The Master Indenture provides that the occurrences of certain events constitute Events of Default. Bondholders may not enforce the Indenture or the Series 2023A Bonds except as provided in the Master Indenture. The Trustee may refuse to enforce the Indenture or the Series 2023A Bonds unless it receives indemnity satisfactory to it in accordance with Section 7.07 of the Master Indenture. Subject to certain limitations, holders of 25% or more of the Bond Obligation amount of the Bonds (including this bond), determined in accordance with the terms of the Master Indenture and the Fifteenth Supplemental Indenture, may direct the Trustee in its exercise of certain of such trusts or powers.

13. **No Recourse Against Others.** No member, director, officer, official or employee of the Authority shall have any personal liability for any obligations of the Authority under the Series 2023A Bonds, the Master Indenture or the Fifteenth Supplemental Indenture or for any claim based on such obligations or their creation or be subject to any personal liability or accountability by reason of the issuance thereof. Each Bondholder, by accepting a Series 2023A Bond, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this bond.

14. **Authentication.** This bond shall not be valid until the Trustee or an authenticating agent signs the certificate of authentication on the second page of this bond.

15. **Abbreviations.** Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by

the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

[FORM OF ASSIGNMENT]

I or we assign and transfer this bond to

[insert social security number or other identifying number of assignee]

[print or type assignee's name, address and zip code]

and irrevocably appoint

agent to transfer this bond on the books of the Authority. The agent may substitute another to act for him.

Date: _____

Signature: _____

(Sign exactly as name appears on the face of this bond)

Signature guarantee: _____

(NOTE: Signature must be guaranteed by an eligible guarantor institution.)

STATEMENT OF INSURANCE

[To be included, if applicable]

EXHIBIT C

[FORM OF CONVERTIBLE CAPITAL APPRECIATION BOND]

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

**TAX-EXEMPT SENIOR LIEN REVENUE REFUNDING BOND,
SERIES 2023A
(Convertible Capital Appreciation Bond)**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), 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 THEREIN.

No. _____ Principal Amount at Maturity: \$ _____

Initial Amount: \$ _____

Interest Rate Maturity Date Original Dated Date CUSIP

Neither the faith and the credit nor the taxing power of the City of Los Angeles, the Harbor Department of the City of Los Angeles, the City of Long Beach, the Harbor Department of the City of Long Beach, the State of California or any public agency is pledged to or secures the payment of the principal or Accreted Value of, premium, if any, or interest on this bond. Payment of the principal or Accreted Value of, premium, if any, on or interest on this bond is a special limited obligation of the Authority and is secured only by the Trust Estate and a pledge of Revenues, as provided in the Indenture. The Authority has no power of taxation.

The Alameda Corridor Transportation Authority (the "Authority") promises to pay, solely from the Trust Estate as provided in the Indenture, to the registered owner stated above, or registered assigns, the principal amount of _____ Dollars on the maturity date set forth above (which amount represents the Initial Amount hereof, together with accreted interest on such Initial Amount, from the date hereof through the end of the Accretion Period at

the interest rate specified above, compounded on [October 1, 2023] and semiannually thereafter on October 1 and April 1 of each year (each, a “Compounding Date”) as provided in this bond. Subsequent to the Accretion Period, this bond shall bear interest on the Accreted Value as of the Conversion Date (*i.e.*, the principal amount), at the interest rate specified above.

Additional provisions of this bond are set forth on the following pages of this bond.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this bond, do exist, have happened and have been performed in due time, form and manner as required by law.

Date of Authentication: [_____, 2023]

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as successor in
trust to U.S. Bank National Association, as
Trustee, certifies that this is one of the Series
2023A Bonds referred to in the Indenture and
the Fifteenth Supplemental Indenture.

**ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY**

By: _____
Authorized Signatory

By: _____
[Chief Executive Officer]

[Countersigned:

By: _____
Chief Financial Officer]

1. ***Master Indenture; Fifteenth Supplemental Indenture.*** The Authority has entered into a Master Trust Indenture, dated as of January 1, 1999, as amended (the “Master Indenture”), with U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank National Association, as trustee (the “Trustee”). The Master Indenture provides that the Authority may issue bonds and incur other indebtedness under the terms and conditions set forth in the Master Indenture and any Supplemental Indenture. All bonds and other indebtedness issued thereunder and secured thereby are collectively referred to herein as “Bonds.”

This bond is part of a series of Bonds of the Authority designated as Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds”). The Series 2023A Bonds are issued under the Master Indenture and a Fifteenth Supplemental Trust Indenture, dated as of [_____] 1, 2023] (the “Fifteenth Supplemental Indenture”), between the Authority and the Trustee and authorized by Resolution No. [_____] adopted by the Authority on [_____, 2022]. The Series 2023A Bonds, which consist of Capital Appreciation Bonds, Current Interest Bonds and Series 2023A Convertible Capital Appreciation Bonds (including this bond), are being issued in the aggregate Initial Amount of \$[_____]. The Series 2023A Bonds are equally and ratably secured under the Master Indenture and the Fifteenth Supplemental Indenture. This bond shall be deemed a “Senior Lien Bond” as defined in the Master Indenture. The Series 2023A Bonds shall be on a parity with the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A issued by the Authority on February 9, 1999, the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C issued by the Authority on February 9, 1999, the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012 issued by the Authority on June 21, 2012, the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A issued by the Authority on February 12, 2013 (the “Series 2013A Bonds”), the Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A issued by the Authority on [_____, 2022], the Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B issued by the Authority on [_____, 2022], and any other Senior Lien Bonds issued from time to time under the Master Indenture, as and to the extent provided in the Master Indenture. The Series 2023A Bonds are being issued to refund all of the outstanding Series 2013A Bonds, as further described in the Fifteenth Supplemental Indenture.

The terms of the Series 2023A Bonds include the terms set forth in the Master Indenture and the Fifteenth Supplemental Indenture. Bondholders are referred to the Master Indenture and the Fifteenth Supplemental Indenture, each as may be amended and supplemented from time to time (collectively, the “Indenture”), for a statement of those terms. Capitalized terms used but not otherwise defined in this bond shall have the meanings given to them in the Indenture.

2. ***Source of Payments.*** The Series 2023A Bonds, together with all other Bonds, are secured by the Trust Estate and payable from the Revenues, as described in the Master Indenture. Pursuant to the Master Indenture, the Authority has pledged the Revenues, subject to application and priorities as described therein, to secure payment of all Bonds issued under the Master Indenture. The Senior Lien Bonds authorized and issued under the provisions of the Master Indenture shall be secured by a pledge of Revenues and a first lien on the Trust Estate. The Authority hereby represents and states that it has not previously created any pledge, charge or

lien on any security interest in the Trust Estate prior to or on parity with the lien of the Senior Lien Bonds, and the Authority covenants that, until all the Senior Lien Bonds authorized and issued under the provisions of the Master Indenture and the interest thereon shall have been paid or deemed to have been paid, the Authority will not, except as specifically provided in the Master Indenture, grant any prior or parity pledge of or any lien on or security interest in the Trust Estate, or create or permit to be created any charge or lien thereon or any security interest therein ranking prior to or on a parity with the charge or lien of the Senior Lien Bonds from time to time Outstanding under the Master Indenture.

3. **Interest Rate.** During the Accretion Period, interest on this bond shall accrue, but shall not be payable until maturity or prior redemption, at the rate shown on the face of this bond, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2023]. Subsequent to the Accretion Period, this bond shall bear interest on the Accreted Value as of the Conversion Date (i.e., the principal amount) from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event this bond shall bear interest from such 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 this bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date following the Conversion Date, in which event this bond shall bear interest from the Conversion Date. If interest on this Bond shall be in default, the bond issued in exchange for the bond surrendered for transfer or exchange pursuant to the Master Indenture shall bear interest from the Interest Payment Date to which interest has been paid in full on the bond surrendered.

Interest on overdue principal or Accreted Value and, to the extent lawful, on overdue interest will accrue at the rate shown on the face of this bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture). Interest on this bond shall be calculated on the basis of a year of 360 days and twelve 30-day months.

4. **Interest Payment and Record Dates.** Subsequent to the Accretion Period, interest hereon will be due and payable on each April 1 and October 1 thereafter until maturity or prior redemption, and will be paid by the Paying Agent to the party who is the owner hereof on the Record Date for such payment. The Record Date for an April 1 payment is the preceding March 15, and the Record Date for an October 1 payment is the preceding September 15. If this bond is not a Book-Entry Series 2023A Bond, as defined in the Fifteenth Supplemental Indenture, interest hereon will be paid by check mailed to the holder's registered address, and if this bond is a Book Entry Series 2023A Bond, as defined in the Fifteenth Supplemental Indenture, interest will be paid as provided in the Fifteenth Supplemental Indenture.

5. **Payment of Principal or Accreted Value.** Payment of the principal or Accreted Value of this bond will be paid at maturity or prior redemption upon surrender of this bond to the Paying Agent, except that with respect to Book-Entry Series 2023A Bonds, the Paying Agent may make arrangements for payment of the principal or Accreted Value of, as provided in the Fifteenth Supplemental Indenture. The principal or Accreted Value of, and interest thereon, will be paid in lawful money of the United States. If any payment on this bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

6. **Redemption.**

(a) *[Optional Redemption.* The Series 2023A Convertible Capital Appreciation Bonds maturing on or before [October 1, 20__] are not subject to optional redemption and the Series 2023A Convertible Capital Appreciation Bonds maturing on and after [October 1, 20__] are subject to optional redemption, on any date on or after [October 1, ____], in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2023A Convertible Capital Appreciation Bonds as of the date fixed for redemption.]

(b) *[Mandatory Redemption.* The Series 2023A Bonds that are Convertible Capital Appreciation Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective [principal amounts] set forth below, in each case at a redemption price equal to the [principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption]:]

Mandatory Redemption Date <u>(October 1)</u>	<u>Principal Amount to be Redeemed</u>
---	--

†

†Maturity

(c) *Extraordinary Redemption.* The Series 2023A Bonds are subject to extraordinary redemption as provided in the Master Indenture.

(d) *Notice of Redemption.* At least thirty (30) days (or at least twenty (20) days for Book-Entry Series 2023A Bonds) but not more than sixty (60) days before each redemption, the Trustee will give notice as provided in the Fifteenth Supplemental Indenture to each owner of a Series 2023A Bond to be redeemed, which notice may be conditional in the case of optional redemption. Failure to give any required notice of redemption will not affect the validity of the call for redemption of any Series 2023A Bond in respect of which such failure does not occur. Any notice sent as provided in the Fifteenth Supplemental Indenture will be conclusively presumed to have been given whether or not actually received by the addressee.

(e) *Effect of Redemption.* When notice of redemption is given and funds sufficient for redemption are deposited with the Paying Agent, Series 2023A Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price plus accrued interest to the redemption date; in such case when funds sufficient for redemption are deposited with the Paying Agent, interest on the Series 2023A Bonds to be redeemed ceases to accrue as of the date fixed for redemption.

7. **Denominations; Transfer; Exchange.** The Series 2023A Convertible Capital Appreciation Bonds are (i) on any date during the Accretion Period, available in denominations such that the Accreted Value on the Conversion Date shall equal \$5,000 or any integral multiple thereof; and (ii) on any date subsequent to the Accretion Period, available in denominations of \$5,000 or any integral multiple thereof. A holder may transfer or exchange Series 2023A Bonds in accordance with the Master Indenture and the Fifteenth Supplemental Indenture. The Trustee and the Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Master Indenture.

8. **Persons Deemed Owners.** Except as provided in Section [6.04] of the Fifteenth Supplemental Indenture, the registered owner of this bond shall be treated as its owner for all purposes.

9. **Unclaimed Money.** If moneys for the payment of the principal or Accreted Value of, premium, if any, or interest remain unclaimed for one year, such moneys will be paid to or for the account of the Authority. After that, holders entitled to such moneys must look only to the Authority and not to the Paying Agent or the Trustee for payment.

10. **Discharge Before Maturity.** If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the principal or Accreted Value of, interest on and premium, if any, on all Outstanding Bonds (including this bond), and if the Authority also pays all other sums then payable by the Authority under the Master Indenture, then the Master Indenture and all Supplemental Indentures thereto will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment. If the Authority at any time deposits with the Trustee money or Government Obligations as described in the Master Indenture sufficient to pay in full the principal or Accreted Value of, interest on and premium, if any, on any portion of the Outstanding Bonds, then such Bonds with respect to which the deposit was made shall no longer be deemed to be Outstanding and shall no longer be secured by the Master Indenture except to the extent of the funds set aside therefor.

11. **Amendment, Supplement, Waiver.** The Master Indenture, the Fifteenth Supplemental Indenture and the Series 2023A Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, only as provided in the Master Indenture and the Fifteenth Supplemental Indenture. Any consent given by the owner of this bond shall bind any subsequent owner of this bond or any Series 2023A Bond delivered in substitution for this bond.

12. **Defaults and Remedies.** The Master Indenture provides that the occurrences of certain events constitute Events of Default. Bondholders may not enforce the Indenture or the Series 2023A Bonds except as provided in the Master Indenture. The Trustee may refuse to enforce the Indenture or the Series 2023A Bonds unless it receives indemnity satisfactory to it in accordance with Section 7.07 of the Master Indenture. Subject to certain limitations, holders of 25% or more of the Bond Obligation amount of the Bonds (including this bond), determined in accordance with the terms of the Master Indenture and the Fifteenth Supplemental Indenture, may direct the Trustee in its exercise of certain of such trusts or powers.

13. ***No Recourse Against Others.*** No member, director, officer, official or employee of the Authority shall have any personal liability for any obligations of the Authority under the Series 2023A Bonds, the Master Indenture or the Fifteenth Supplemental Indenture or for any claim based on such obligations or their creation or be subject to any personal liability or accountability by reason of the issuance thereof. Each Bondholder, by accepting a Series 2023A Bond, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this bond.

14. ***Authentication.*** This bond shall not be valid until the Trustee or an authenticating agent signs the certificate of authentication on the second page of this bond.

15. ***Abbreviations.*** Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

[FORM OF ASSIGNMENT]

I or we assign and transfer this bond to _____

[insert social security number or other identifying number of assignee]

[print or type assignee's name, address and zip code]

and irrevocably appoint _____

agent to transfer this bond on the books of the Authority. The agent may substitute another to act for him.

Date: _____

Signature: _____
(Sign exactly as name appears on the face of this bond)

Signature guarantee: _____
(NOTE: Signature must be guaranteed by an eligible guarantor institution.)

STATEMENT OF INSURANCE

[To be included, if applicable]

EXHIBIT D

[ACCREDITED VALUE TABLE SERIES 2023A CAPITAL APPRECIATION BONDS]

[see attached]

EXHIBIT E

[ACCRETED VALUE TABLE SERIES 2023A CONVERTIBLE CAPITAL APPRECIATION
BONDS]

[see attached]

EXHIBIT D-1

FORM OF BOND PURCHASE AGREEMENT (2022A/2022B)

[to be attached]

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

\$ _____
TAX-EXEMPT SENIOR LIEN
REVENUE REFUNDING BONDS, SERIES
2022A

\$ _____
TAXABLE SENIOR
LIEN REVENUE REFUNDING BONDS,
SERIES 2022B

BOND PURCHASE AGREEMENT

_____, 2022

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

J.P. Morgan Securities LLC, on behalf of itself and as representative (the "Representative") of the underwriters listed in Schedule 1 hereto (collectively with the Representative, the "Underwriters"), hereby offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with the Alameda Corridor Transportation Authority (the "Authority"), whereby the Underwriters will purchase and the Authority will sell the Bonds (as defined and described below). The offer made hereby is subject to receipt by the Underwriters of (i) the documents referred to in Paragraph 5 hereof and (ii) the letters of representation, dated the date hereof and in the forms attached hereto as Exhibits A through D (collectively, the "Letters of Representation"), from BNSF Railway Company ("BNSF"), the Union Pacific Railroad Company ("Union Pacific" and together with BNSF, the "Railroads"), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the "Port of Los Angeles"), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the "Port of Long Beach" and together with the Port of Los Angeles, the "Ports"), and is subject to acceptance by the Authority by execution and delivery of this Purchase Agreement to the Representative at or prior to 9:00 P.M., California time, on the date first above written. If such documents are not received or if this offer is not so accepted, this offer will be subject to withdrawal by the Underwriters upon notice delivered to the Chief Financial and the Chief Executive Officer of the Authority by the Representative at any time prior to such receipt and the acceptance hereof by the Authority. Upon the receipt of such documents and the acceptance of this offer in accordance with the terms hereof, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Authority and the Underwriters.

Capitalized terms in this Purchase Agreement that are not otherwise defined shall have the meanings given to such terms in the Indenture herein after mentioned.

1. Purchase and Sale. Upon the terms and conditions and in reliance upon the representations and agreements hereinafter set forth, the Underwriters hereby agree, jointly and severally, to purchase from the Authority for offering to the public, and the Authority hereby agrees to sell and deliver to the Underwriters for such purpose, all (but not less than all) of \$ _____ aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Senior

Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”) and \$_____ aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds” and, together with the Series 2022A Bonds, the “Bonds”), to be dated the date of the Closing (as hereinafter defined). The Bonds shall accrue or accrete interest at the rates, shall mature (subject to prior redemption) on the dates and in the amounts and shall be subject to redemption as shown on Schedule 2 hereto. The Bonds will be issued as (i) current interest bonds, (ii) capital appreciation bonds and (iii) convertible capital appreciation bonds.

[Payment when due of the principal of and interest on or the Accreted Value of the Series 2022A Bonds maturing on October 1, 20__ [and bearing interest at ___% or having the accreted values set forth in Schedule 2], and October 1, 20__ [and bearing interest at ___% or having the accreted values set forth in Schedule 2] (collectively, the “Series 2022A Insured Bonds”) shall be insured by _____ (the “Insurer”). Payment when due of the principal of and interest on or the Accreted Value of the Series 2022B Bonds maturing on October 1, 20__ [and bearing interest at ___% or having the accreted values set forth in Schedule 2], and October 1, 20__ [and bearing interest at ___% or having the accreted values set forth in Schedule 2] (collectively, the “Series 2022B Insured Bonds” and, together with the Series 2022A Insured Bonds, the “Insured Bonds”) shall be insured by the Insurer.]

The aggregate purchase price for the Series 2022A Bonds (the “Series 2022A Purchase Price”) shall be \$_____ (representing the aggregate principal amount or Initial Amount of the Series 2022A Bonds, [plus/less original issue premium/discount] of \$_____ and less Underwriters’ discount of \$_____). The aggregate purchase price for the Series 2022B Bonds (the “Series 2022B Purchase Price” and, together with the Series 2022A Purchase Price, the “Purchase Price”) shall be \$_____ (representing the aggregate principal amount or Initial Amount of the Series 2022B Bonds, [plus/less original issue premium/discount] of \$_____ and less Underwriters’ discount of \$_____).

2. The Bonds; Purpose of Issue. The Bonds shall be issued under and secured by a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture, dated as of May 1, 2016, the Eleventh Supplemental Trust Indenture, dated as of May 1, 2016 (collectively, the “Prior Supplemental Indentures”), and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture and the Fourteenth Supplemental Trust Indenture, each to be dated as of ____ 1, 2022 (the “Twelfth Supplemental Indenture,” the “Thirteenth Supplemental Indenture” and the “Fourteenth Supplemental Indenture,” respectively, and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Twelfth Supplemental Indenture, Thirteenth Supplemental Indenture and the Fourteenth Supplemental Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank National Association, as trustee (the “Trustee”), and pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500 thereof (the “Act”). The execution and delivery by the Authority of the Master Indenture and the Prior Supplemental Indentures were authorized by the Governing Board of the Authority (the “Board”) pursuant to Resolution No. JPA-26-98, adopted by the Board on October 14, 1998, as supplemented by Resolution No. JPA-30-98, adopted by the Board on December 17, 1998, Resolution No. JPA-3-03, adopted by the Board on

July 10, 2003, Resolution No. JPA-1-04, adopted by the Board on February 5, 2004, Resolution No. JPA-12-1, adopted by the Board on June 14, 2012, Resolution No. JPA-12-3, adopted by the Board on November 8, 2012, Resolution No. JPA-13-1, adopted by the Board on January 10, 2013, Resolution No. JPA-16-2, adopted by the Board on March 10, 2016 and Resolution No. JPA-16-3, adopted by the Board on April 14, 2016 (collectively, the “Prior Resolutions”). The issuance of the Bonds and the execution and delivery by the Authority of the Twelfth Supplemental Indenture and the Thirteenth Supplemental Indenture were authorized by the Board pursuant to Resolution No. JPA-22-____, adopted by the Board on _____, 2022 (the “2022 Resolution” and the 2022 Resolution together with the Prior Resolutions, the “Resolutions”).

As described in further detail below, the Series 2022A Bonds purchased pursuant to this Purchase Agreement are being issued (i) to defease the Authority’s outstanding Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A (the “Series 2013A Bonds”) maturing on October 1, 2022 to their maturity (the “Refunded 2013A Bonds”); (ii) to pay the purchase price to all holders of the Authority’s outstanding Series 2013A Bonds (other than those maturing on October 1, 2022) who elect to tender such Series 2013A Bonds to the Authority and for which the Authority accepts such tender; (iii) [in exchange for all of the Series 2013A Bonds (other than those maturing on October 1, 2022) that the qualified holders of such Series 2013A Bonds elect to exchange with the Authority] ; (iv) to pay the purchase price to all holders of the Authority’s outstanding Tax-Exempt Senior Lien Revenue Bonds, Series 1999A (the “Series 1999A Bonds”) who elect to tender such Series 1999A Bonds to the Authority and for which the Authority accepts such tender; (vi) [in exchange for all of the Series 1999A Bonds that the qualified holders of such Series 1999A Bonds elect to exchange with the Authority]; (v) to fund a deposit to the debt service reserve account for the Series 2022A Bonds [and to purchase a debt service reserve fund surety policy for the Series 2022A Bonds (the “2022A Reserve Account Surety Policy”)]; (vii) to purchase a municipal bond insurance policy for a portion of the Series 2022A Bonds, and (viii) to pay costs of issuing the Series 2022A Bonds and costs associated with the tender of the Series 2013A Bonds and the Series 1999A Bonds.

The Series 2022B Bonds purchased pursuant to this Purchase Agreement are being issued (i) to defease the Authority’s outstanding Taxable Senior Lien Revenue Bonds, Series 1999C (the “Series 1999C Bonds”) maturing on October 1, 2022 to their maturity, and the sinking fund payments due October 1, 2023 through 2025 on the Series 1999C Bonds maturing on October 1, 2029 to their sinking fund redemption dates (the “Refunded 1999C Bonds”); (ii) to pay the purchase price to all holders of the Authority’s outstanding Taxable Series 1999C Bonds who elect to tender such Series 1999C Bonds to the Authority and for which the Authority accepts such tender; (iii) [in exchange for all of the Series 1999C Bonds that the qualified holders of such Series 1999C Bonds elect to exchange with the Authority]; (iv) to fund a deposit to the debt service reserve account for the Series 2022B Bonds and to purchase a debt service reserve fund surety policy for the Series 2022B Bonds (the “2022B Reserve Account Surety Policy, and together with the 2022A Reserve Account Policy, the “2022 Reserve Account Policies”)]; (v) to purchase a municipal bond insurance policy for a portion of the Series 2022B Bonds; and (vi) to pay costs of issuing the Series 2022B Bonds.

The Authority has invited the holders of (i) all of its outstanding Series 1999A Bonds, (ii) all of its outstanding its Series 1999C Bonds (the “Target 1999C Bonds”) other than the Refunded Series 1999C Bond and (iii) its outstanding Series 2013A Bonds other than the Refunded Series 2013A Bonds (the “Target 2013A Bonds”) to tender such bonds for purchase [or, in the case of institutional holders or sophisticated municipal market professionals,] for exchange, as more fully described in the Invitation to Tender Bonds, dated _____, 2022 (the “Invitation”).

[Subject to the terms of the Invitation, the Authority will issue its Series 2022A Bonds in exchange for the Series 1999A Bonds and the Target 2013A Bonds tendered for exchange and accepted by the Authority pursuant to the Invitation (the “Exchanged Series 2022A Bonds”). Subject to the terms of the Invitation, the Authority will issue its Series 2022B Bonds in exchange for the Target 1999C Bonds tendered for exchange and accepted by the Authority pursuant to the Invitation (the “Exchanged Series 2022B Bonds” and, together with the Exchanged Series 2022A Bonds, the “Exchanged Bonds”).]

Subject to the terms of the Invitation, the Authority will apply the proceeds of the Series 2022A Bonds sold pursuant to this Purchase Agreement (the “Purchased Series 2022A Bonds”) to refund and discharge the 1999A Bonds and the Target 2013A Bonds tendered for purchase and accepted by the Authority pursuant to the Invitation. Subject to the terms of the Invitation, the Authority will apply the proceeds of the Series 2022B Bonds sold pursuant to this Purchase Agreement (the “Purchased Series 2022B Bonds” and, together with the Purchased Series 2022A Bonds, the “Purchased Bonds”) to refund and discharge the Target 1999C Bonds tendered for purchase and accepted by the Authority pursuant to the Invitation.

All of the Bonds being offered, [whether for exchange under the Invitation or] for sale under this Purchase Agreement are described in the Preliminary Official Statement and Official Statement[, and the issuance of the Exchanged Bonds will occur concurrently with issuance of the Purchased Bonds]. J.P. Morgan Securities LLC and RBC Capital Markets, LLC (collectively, the “Dealer Managers”) are serving as dealer managers for the tender [and exchange] under the Invitation pursuant to a Dealer Manager Agreement with the Authority, dated _____, 2022 (the “Dealer Manager Agreement”), and will be paid compensation under such agreement separate and apart from any compensation received hereunder. [As the Official Statement describes all Bonds, [whether offered for exchange or sale,] for the convenience of the parties, the Authority acknowledges that all representations and warranties made hereunder to the Underwriters and all certificates and opinions delivered hereunder for the benefit of the Underwriters are also made for the benefit of, or will be delivered, to the Dealer Manager. As it relates to the Exchanged Bonds, the Dealer Manager Agreement is made solely for the benefit of the Dealer Managers and the Authority and any partner, director, officer, agent, employee, controlling person or affiliate, and their respective successors, assigns, and legal representatives; and no other person, including Goldman Sachs & Co. LLC, Samuel A. Ramirez & Co., Inc. and Siebert Williams Shank & Co., LLC, shall acquire or have any right or obligation under or by virtue of the Dealer Manager Agreement.]

3. Authority of Representative; No Fiduciary Relationship.

(a) The Representative has been duly authorized by the Underwriters to execute this Purchase Agreement and to act hereunder by and on behalf of the Underwriters.

(b) The individual executing this Purchase Agreement on behalf of the Representative has been duly authorized by the Representative to execute this Purchase Agreement on behalf of the Representative.

(c) The Authority acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the Authority and the Underwriters, and the Underwriters have financial and other interests that differ from those of the Authority, (ii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the Authority and have not assumed any

advisory or fiduciary responsibility to the Authority with respect to the transaction contemplated herein and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Authority on other matters) or any other obligation to the Authority except the obligations expressly set forth in this Purchase Agreement; and (iii) the Authority has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

4. Purchase. It shall be a condition to the Authority's obligations to sell and to deliver the Bonds to the Underwriters and to the Underwriters' obligations to purchase, to accept delivery of and to pay for the Bonds at the Closing that the entire aggregate principal amount or Initial Amount of the Bonds referred to in Paragraph 1 shall be issued, sold and delivered by the Authority and purchased, accepted and paid for by the Underwriters.

5. Preliminary Official Statement; Official Statement; Verification Report; and Accountants' Letter.

(a) In connection with the public offering and sale of the Bonds, the Authority hereby ratifies, confirms and approves the use and distribution by the Underwriters prior to the date hereof of the Preliminary Official Statement relating to the Bonds, dated ____, 2022, and including the cover page, the Appendices thereto and any documents incorporated therein by reference, the "Preliminary Official Statement"). The Authority has "deemed final" and hereby deems final the Preliminary Official Statement for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12. The Representative and the Authority each confirms it agreed to the preparation and distribution of the Preliminary Official Statement in printed and electronic form.

(b) The Authority shall provide to the Underwriters within seven (7) business days after the date of this Purchase Agreement, but in any event at least three (3) business days prior to the date of the Closing and in sufficient time to accompany any confirmation that requests payment from any customer and in sufficient time to enable the Underwriters to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the Municipal Securities Rulemaking Board (the "MSRB"), copies of a final Official Statement dated as of the date hereof (which shall be substantially in the form of the Preliminary Official Statement, with the addition of the pricing information and only such other changes as shall have been accepted by the Representative and including the Appendices thereto and any documents incorporated therein by reference being hereinafter called the "Official Statement") in the quantities requested by the Underwriters to enable the Underwriters to comply with the requirements of the MSRB and Rule 15c2-12, provided, that the Underwriters shall be responsible for paying the costs of printing Official Statements in excess of 500. The Authority authorizes the Representative to file the Official Statement with the MSRB through its Electronic Municipal Market Access System ("EMMA") within one (1) business day after receipt of printed copies of the Official Statement and if any amendments or supplements to the Official Statement are prepared by the Authority and delivered to the Underwriters in accordance with Paragraph 8(e), the Authority authorizes the Representative to make required filings of such amendments or supplements to the Official Statement with the MSRB or its designee. The Authority hereby agrees to deliver to the Underwriters an electronic copy of the Official Statement in a form that permits the Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission ("SEC"). The Authority and the Representative each confirms that it does not object to the distribution of the Official Statement in electronic form. The Authority hereby authorizes

and approves the use and distribution by the Underwriters of the Official Statement in connection with the public offering and sale of the Bonds.

(c) On the date of this Purchase Agreement, the Authority shall deliver or cause to be delivered to the Underwriters verbal confirmation from _____, the verification agent (the “Verification Agent”), as to the adequacy of the escrow for the defeasance to maturity or to the applicable sinking fund redemption date, as applicable, of the Refunded 2013A Bonds and the Refunded 1999C Bonds.

(d) On or prior to the date of this Purchase Agreement, the Authority shall deliver or cause to be delivered to the Underwriters one copy of the letter of Moss Adams LLP, dated _____, 2022, in form and substance satisfactory to the Representative consenting to the inclusion of the audited financial statements of the Authority and Moss Adams LLP’s report thereon in Appendix A to the Preliminary Official Statement and to references to its name and to its report in the Preliminary Official Statement.

6. Public Offering. The Underwriters intend to make a *bona fide* public offering of all of the Bonds initially at prices set forth in Schedule 2; however, the Underwriters reserve the right to change such initial public offering prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the Bonds (but in all cases subject to the requirements of Paragraph 7 hereof), and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters at prices lower than the public offering prices or yields greater than the yields set forth therein (but in all cases subject to the requirements of Paragraph 7 hereof).

7. Establishment of the Issue Price.

(a) The Representative, on behalf of the Underwriters, agrees to assist the Authority in establishing the issue price of the Series 2022A Bonds and shall execute and deliver to the Authority at Closing (as hereinafter defined) an “issue price” or similar certificate, substantially in the form attached hereto as Exhibit I, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable opinion of the Representative, the Authority and Nixon Peabody LLP, Special Tax Counsel (“Special Tax Counsel”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2022A Bonds. All actions to be taken by the Authority under this Paragraph to establish the issue price of the Series 2022A Bonds may be taken on behalf of the Authority by the Authority’s municipal advisor identified herein and any notice or report to be provided to the Authority may be provided to the Authority’s municipal advisor.

(b) Except as otherwise set forth in Schedule 2 attached hereto, the Authority will treat the first price at which 10% of each maturity of the Series 2022A Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Representative shall report to the Authority the price or prices at which it has sold to the public each maturity of Series 2022A Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2022A Bonds, the Representative agrees to promptly report to the Authority the prices at which Series 2022A Bonds of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing date has occurred, until either (i) all Series 2022A Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Series 2022A Bonds of that maturity, provided that, the Underwriters’ reporting

obligation after the Closing date may be at reasonable periodic intervals or otherwise upon request of the Representative, the Authority or Special Tax Counsel. For purposes of this Paragraph, if Series 2022A Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2022A Bonds.

(c) The Representative confirms that the Underwriters have offered the Series 2022A Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule 2 attached hereto, except as otherwise set forth therein. Schedule 2 also sets forth, as of the date of this Agreement, the maturities, if any, of the Series 2022A Bonds for which the 10% test has not been satisfied and for which the Authority and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2022A Bonds, the Underwriters will neither offer nor sell unsold Series 2022A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2022A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2022A Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Representative confirms that:

(i) Any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Series 2022A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2022A Bonds of each maturity allocated to it, whether or not the date of Closing has occurred, until either all Series 2022A Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Series 2022A Bonds of that maturity, provided that, the reporting obligation after the date of Closing may be at reasonable periodic intervals or otherwise upon request of the Representative, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires,

(B) to promptly notify the Representative of any sales of Series 2022A Bonds that, to its knowledge, are made to a purchaser who is a related party to an

Underwriter participating in the initial sale of the Series 2022A Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) Any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2022A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2022A Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2022A Bonds of each maturity allocated to it, whether or not the date of Closing has occurred, until either all Series 2022A Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter or dealer that the 10% test has been satisfied as to the Series 2022A Bonds of that maturity, provided that, the reporting obligation after the date of Closing may be at reasonable periodic intervals or otherwise upon request of the Representative or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority acknowledges that, in making the representations set forth in this Paragraph, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Series 2022A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022A Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event that a selling group has been created in connection with the initial sale of the Series 2022A Bonds to the public, the agreement of each dealer who is member of the selling group to comply with the requirements for establishing issue price of the Series 2022A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022A Bonds, as set forth in the selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2022A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2022A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022A Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2022A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022A Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2022A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022A Bonds.

(f) The Underwriters acknowledge that sales of any Series 2022A Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2022A Bonds

to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Paragraph. Further, for purposes of this Paragraph:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2022A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2022A Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2022A Bonds to the public),

(iii) a purchaser of any of the Series 2022A Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

8. Representations and Agreements of the Authority. The Authority represents to and agrees with the Underwriters that, as of the date hereof and as of the date of the Closing:

(a) (i) the Board has full legal right, power and authority to adopt the 2022 Resolution; (ii) the Authority has full legal right, power and authority (A) to accept the Letters of Representation and to enter into and to execute and deliver this Purchase Agreement, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Tax and Compliance Certificate relating to the Series 2022A Bonds, to be dated the date of Closing (the “Tax Certificate”), the Escrow Agreement, to be dated as of ____1, 2022 (the “Escrow Agreement”), between the Authority and U.S. Bank Trust Company, National Association, as escrow agent (“Escrow Agent”), and the Continuing Disclosure Certificate, to be dated the date of Closing (the “Continuing Disclosure Certificate” and together with the Purchase Agreement, the Twelfth Supplemental Indenture, Thirteenth Supplemental Indenture, the Escrow Agreement, and the Tax Certificate and the 2022 Resolution, the “2022 Documents” and together with the Indenture, the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Use and Operating Agreement”), among the Authority, the Railroads and the Ports, and the DTC Letter of Representations mentioned below, the “Transaction Documents”), and to comply with all terms and conditions thereof, to collect and pledge the Revenues to the payment of the Bonds as provided in the Indenture, to collect and apply the M & O Charges (as defined in the Use and Operating Agreement) and to observe, perform and consummate the covenants, agreements and transactions provided for in the 2022 Resolution, the Indenture, this Purchase Agreement and the other Transaction Documents and in the agreements listed in Schedule 3 hereto (the “Operating Agreements” and together with the Transaction Documents, the “Authority Documents”) and described in the Preliminary Official Statement and in the Official

Statement; (B) to operate the Rail Corridor; and (C) to issue the Bonds for the purposes described in the Official Statement and in the Indenture and to issue, sell and deliver the Bonds to the Underwriters as provided herein; (iii) by all necessary official action, the Authority has authorized, ratified, approved and “deemed final” the Preliminary Official Statement and has duly authorized and approved the Official Statement, has authorized the execution of the Official Statement, has approved and ratified the delivery of the Preliminary Official Statement and the Official Statement to the Underwriters, the distribution of the Preliminary Official Statement by the Underwriters to potential purchasers of the Bonds and the distribution of the Official Statement by the Underwriters to potential purchasers and purchasers of the Bonds; and (iv) the Authority has duly executed the Official Statement.

(b) the Board has duly adopted the Resolutions at meetings duly noticed, called and held pursuant to applicable law and at each of which a quorum was present and acting throughout, and the Resolutions are in full force and effect and have not been amended, modified, rescinded or repealed; the Authority Documents are in full force and effect and have not been amended except as described in the Official Statement; by all necessary official action, the Authority has duly authorized and approved the issuance and sale of the Bonds, the execution and delivery of, and the observance and performance by the Authority of its covenants and agreements contained in, this Purchase Agreement and the other Authority Documents, and the consummation by it of all other transactions contemplated therein to have been performed or consummated at or prior to the Closing; and the Authority has complied, and at the Closing will be in compliance in all respects, with its obligations in connection with the issuance of the Bonds on its part contained in the Authority Documents;

(c) the Preliminary Official Statement was as of its date, and is, as of the date hereof, true and correct, with the exception of information relating to the pricing and sale of the Bonds and other information permitted to be omitted pursuant to the Rule, deemed final pursuant to Rule 15c2-12 and other than information concerning The Depository Trust Company (“DTC”) and its book-entry system, [the Insurer], the City of Los Angeles, California (the “City of Los Angeles”) and the City of Long Beach, California (the “City of Long Beach” and together with the City of Los Angeles, the “Cities”) and information under the headings “THE PORTS,” “THE RAILROADS,” [“THE SERIES 2022 BOND INSURER,”] “RATINGS” [(with respect to the ratings assigned to the Insurer)], “FINANCIAL STATEMENTS” (with respect to information about the Ports), “CONTINUING DISCLOSURE—The Authority and the Ports” (with respect to information about the Ports) and “—The Railroads” and “UNDERWRITING” and in Appendices B, C, D, F, G, I and J (as to all of which no representation is made) and did not, as of its date, and does not, as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(d) the Official Statement is as of its date, and will be, as of the date of Closing, true and correct, other than information concerning DTC and its book-entry system, [the Insurer], the prices or yields on the Bonds stated on the inside front cover of the Official Statement, CUSIP numbers and the Cities and information under the headings “THE PORTS,” “THE RAILROADS,” [“THE SERIES 2022 BOND INSURER,”] “RATINGS” [(with respect to the ratings assigned to the Insurer)], “FINANCIAL STATEMENTS” (with respect to information about the Ports), “CONTINUING DISCLOSURE—The Authority and the Ports” (with respect to information about the Ports) and “—The Railroads” and “UNDERWRITING” and in Appendices B, C, D, F, G, I and J (as to all of which no representation is made), and does not as of the date hereof and will not as of the date of Closing contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and if the Official Statement is supplemented or amended pursuant to Paragraph 8(e), the Official

Statement, as so amended or supplemented, will be true and correct and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no representation is or will be made as to the information contained in the Official Statement, as so amended or supplemented, regarding DTC and its book-entry system, [the Insurer], the Cities, the prices or yields on the Bonds stated on the inside front cover of the Official Statement, CUSIP numbers, and information under the headings “THE PORTS,” “THE RAILROADS,” “THE SERIES 2022 BOND INSURER,” “RATINGS” [(with respect to the ratings assigned to the Insurer)], “FINANCIAL STATEMENTS” (with respect to information about the Ports), “CONTINUING DISCLOSURE—The Authority and the Ports” (with respect to information about the Ports) and “—The Railroads” and “UNDERWRITING” and in Appendices B, C, D, F, G, I and J);

(e) (A) if, between the date of this Purchase Agreement and the earlier of (i) 90 days following the “end of the underwriting period” (as such term is defined in Rule 15c2-12) or (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days following the end of the underwriting period, any event shall occur or any new or pre-existing fact or condition shall become known that might or that would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall promptly notify the Underwriters thereof and if, in the reasonable opinion of the Representative or the Authority, such event, fact or condition requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority at its expense will supplement or amend the Official Statement and shall provide to the Underwriters copies of such amendment or supplement in quantities sufficient to enable the Underwriters to comply with the rules of the MSRB; and, in connection with any such event or any such amendment or supplement, the Authority agrees to provide to the Underwriters prior written notice of any such supplement or amendment and to provide or to cause to be provided such additional certificates and opinions of counsel as the Representative shall request to evidence the accuracy and completeness of the Official Statement, including any amendment or supplement thereto, and (B) between the date of this Purchase Agreement and the end of the underwriting period, the Authority shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without prior written notice to the Underwriters. The Authority may assume that the end of the underwriting period has occurred at the time of the Closing unless the Representative or another Underwriter notifies the Authority in writing on or prior to the Closing that there exists an unsold balance of the Bonds for sale to the public, in which case the end of the underwriting period shall be 25 days after the Closing;

(f) the Authority is a validly existing joint powers authority of the State of California (the “State”) established under the Act;

(g) between the date hereof and at the time of Closing, except as disclosed in the Preliminary Official Statement and in the Official Statement, the Authority will not without the prior written consent of the Representative offer or issue any bonds or securities with a lien on Revenues on a parity with or superior to the lien of the Bonds, or offer or issue to any party other than the Underwriters any bonds or securities in lieu of the Bonds and will not, without prior written consent of the Representative, offer or issue any other bonds, notes or other obligations for borrowed money or incur any other material liabilities, direct or contingent, other than in the ordinary course of its business;

(h) the Authority is not in breach of or in default under any of the Transaction Documents, the effects of which would affect the financial or business operations of the Authority, the security for the Bonds or the Authority's ability to pay the Bonds, and the Authority is not in material breach of or in material default under any of the other Authority Documents; the Authority is not in material breach of or in material default under (A) any applicable constitutional provision, law or administrative regulation of the State or the United States of America or any agency or instrumentality of either or any applicable judgment or decree or (B) any other loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Authority is, or on the date of the Closing will be, a party or to which the Authority or any of its properties or assets is otherwise subject; and no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a breach of or default under the Transaction Documents or a material breach of or default or event of material default under any other such agreement, law, regulation or instrument, or that would constitute a breach of or a default or an event of default under the Indenture, the Bonds, the Use and Operating Agreement or this Purchase Agreement; the adoption of the 2022 Resolution, the issuance, sale and delivery of the Bonds, and the execution and delivery of this Purchase Agreement, the other 2022 Documents and the Bonds and the observance and performance of the provisions thereof will not conflict with or constitute a breach of or default by the Authority under any constitutional provision, law, administrative regulation, judgment, court decree, loan agreement, indenture, bond, note, resolution, or other material agreement or instrument to which the Authority is subject, or by which it or any of its properties is bound, nor will any such adoption, execution, delivery, observance or performance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever by the Authority upon any of its properties or under the terms of any such law, regulation or instrument, except as provided by the Bonds, the Indenture and the 2022 Resolution;

(i) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending with respect to which the Authority has been served with process or, to the best of the Authority's knowledge after due investigation, threatened, against the Authority affecting the existence of the Authority or the Board or the titles of its officers to their respective offices or affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds or the collection by the Authority of Revenues pledged or to be pledged to pay the principal of and premium, if any, and interest on the Bonds or the pledge thereof or the application of the proceeds of the sale of the Bonds or the collection and application of M & O Charges, or contesting or affecting the powers of the Authority with respect to, or the validity or enforceability of, or any authority for, any of the Transaction Documents or contesting the powers of the Authority or any authority of the Authority for the issuance of the Bonds or the adoption of the 2022 Resolution or the execution and delivery of the 2022 Documents or performance by the Authority of its obligations under the 2022 Documents and the other Transaction Documents, or seeking to restrain or enjoin or otherwise to affect the operation of the Rail Corridor, or contesting the tax-exempt status of the interest on the Bonds, or contesting or challenging the consummation of the transactions contemplated in the Transaction Documents or any of its obligations under the Transaction Documents, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or asserting that the Preliminary Official Statement or the Official Statement contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or that might result in a material adverse change in the operations of the Rail Corridor or in the financial condition of the Authority or its ability to pay the Bonds, nor, to the best knowledge of the Authority, is there any basis for any action, suit proceeding, inquiry or investigation of the nature described in this clause; the Authority shall advise the Representative promptly of the institution of

any legal or regulatory proceedings of which its Co-General Counsel is aware prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering or sale of the Bonds;

(j) the Authority shall furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters as may be requested: (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the Underwriters and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and shall cooperate with the Underwriters to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Authority shall not be required to execute any general or special consents to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction;

(k) the Bonds, if and when issued and delivered in accordance with the Indenture and the 2022 Resolution and sold to the Underwriters as provided herein, and this Purchase Agreement and the other 2022 Documents when executed and delivered, will be legal, valid and binding obligations of the Authority, enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought and to the limitations on the exercise of legal remedies against public agencies in the State of California; the owners of the Bonds will be entitled to the benefits of the Indenture; upon such issuance and delivery of the Bonds, the Indenture will provide, for the benefit of the owners from time to time of the Bonds, a legally valid and binding lien and charge upon Revenues, and none of the Ports, the Railroads or any creditor of any of them have or shall have any claim on payments made or to be made under the Use and Operating Agreement or to any other Revenues except as specifically provided and subject to the terms and conditions of the Indenture;

(l) all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, court, board, agency or commission having jurisdiction of the matter which are required to be obtained by the Authority for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due observance and performance by the Authority of its obligations in connection with, the issuance and sale of the Bonds under the Indenture and this Purchase Agreement, the execution and delivery of the 2022 Documents, the operation of the Rail Corridor, or the performance by the Authority of its obligations under the Transaction Documents, have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds, as to which no representation is made; and all approvals, consents and authorizations related to the issuance and sale of the Bonds and the performance by the Authority of its obligations under the Indenture required to have been obtained pursuant to the Transaction Documents from the Ports, the Railroads and any other person have been obtained;

(m) the financial statements and other historical financial information of the Authority contained in the Preliminary Official Statement and in the Official Statement fairly present the financial position of the Authority as of the dates indicated and the results of its operations, for the periods therein specified, and, as described independent auditor's report, are in conformity with generally accepted accounting principles applicable to the Authority applied on a consistent basis, and there has been no material adverse change in the financial condition or results of operations of the Authority since the respective dates;

(n) any certificate signed by any official of the Authority and delivered to the Representative or to the Underwriters pursuant hereto or in connection herewith shall be deemed to be a representation by the Authority (and not of such official in his or her individual capacity) to each of the Underwriters as to the statements made therein;

(o) the Authority has never defaulted in the payment of principal of or interest on any of its debt obligations;

(p) the Authority has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Authority is a bond issuer upon whose arbitrage certificates a bondowner may not rely;

(q) within the past five years, the Authority has not failed to comply in any material respects with its past continuing undertakings pursuant to Paragraph (b)(5) of Rule 15c2-12;

(r) in order to assist the Underwriters in complying with Rule 15c2-12, the Authority will undertake, pursuant to the Indenture and the Continuing Disclosure Certificate, the form of which is included in the Preliminary Official Statement and in the Official Statement as Appendix H, to provide certain annual financial information and to provide notices upon the occurrence of certain events;

(s) the Authority has obtained or caused to be obtained all insurance policies required under the Authority Documents for the Project (as defined in the Indenture), and the premiums thereon have been paid, and the Authority will obtain or cause to be obtained all other insurance policies as and when required under the Authority Documents;

(t) the Authority has obtained all material permits required to be obtained for the operation of the Project, all of which are in full force and effect, and the Authority has no reason to believe that the permits that cannot be obtained for the operation of the Project as of the date hereof or that must be renewed in the future will not be obtained or renewed when required; and

(u) since the date of the latest audited financial statements included in the Preliminary Official Statement and in Official Statement, the Authority has not sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement; and there has not been any material change in the long-term debt of the Authority or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position or results of operations of the Authority, other than as disclosed in the Preliminary Official Statement and in the Official Statement.

9. Closing. At ___ A.M., California time, on ___, 2022, or at such other date and time as shall have been mutually agreed upon by the Authority and the Representative, and subject to the terms of this Purchase Agreement, the Authority shall deliver or cause to be delivered: (i) to DTC (or to the Trustee in accordance with DTC's Fast Automated Securities Transfer System), the Bonds in definitive form duly executed by the Authority as described below; and (ii) to the Underwriters at the offices of O'Melveny & Myers LLP ("Bond Counsel") in Los Angeles, California (or at such other location as may be designated by the Representative and approved by the Authority), the other documents noted in Paragraph 10(d) hereof, and subject to the terms and conditions contained herein,

the Underwriters shall accept such delivery and pay to the Trustee for the account of the Authority the Purchase Price of the Bonds in immediately available funds. Such payment and delivery is referred to herein as the “Closing.”

The Representative shall order CUSIP identification numbers, and the Authority shall cause such CUSIP identification numbers to be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and to pay for the Bonds in accordance with the terms of this Purchase Agreement. The Bonds shall be prepared and delivered for inspection by the Representative at least one business day prior to the date of the Closing and shall be in the form of one certificate for each series, maturity and interest rate, fully registered in the name of Cede & Co., as nominee of DTC.

10. Closing Conditions. The obligations of the Underwriters hereunder shall be subject to the performance by the Authority of its obligations hereunder at or prior to the Closing and are also subject to the following conditions:

(a) the representations of the Authority contained or incorporated herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing as if made on the date of Closing;

(b) the representations of the Railroads and of the Ports contained or incorporated in the Letters of Representation shall be true, complete and correct on the date hereof and on and as of the date of the Closing as if made on the date of Closing;

(c) at the time of the Closing (i) the Resolutions and the Authority Documents shall be in full force and effect and shall not have been amended, modified or supplemented after the date of the Official Statement except as shall have been agreed to in writing by the Representative; and (ii) the Authority shall have performed its obligations required under or specified in the Resolutions and in the Authority Documents to be performed at or prior to the Closing; and

(d) at or prior to the Closing, the Underwriters shall receive the following documents, in each case reasonably satisfactory in form and substance to the Representative:

(i) the Official Statement, duly executed on behalf of the Authority by the Authority’s Chief Executive Officer or by his authorized designee;

(ii) the 2022 Documents, duly executed and delivered by the respective parties thereto;

(iii) certified copies of all of the other Authority Documents with only such changes or amendments thereto after the date hereof as may have been agreed to in writing by the Representative;

(iv) copy of the Authority’s Blanket Letter of Representations to DTC;

(v) the legal opinion of Bond Counsel, dated the date of the Closing and addressed to the Authority, substantially in the form set forth in Appendix G of the Official Statement, and a letter or letters addressed to the Trustee, [the Insurer] and the Underwriters to the effect that the Trustee, [the Insurer] and the Underwriters may rely upon such opinion as if it were addressed to the Trustee, [the Insurer] and the Underwriters;

(vi) the legal opinion of Special Tax Counsel, dated the date of the Closing and addressed to the Authority, substantially in the form set forth in Appendix G of the Official Statement, and a letter or letters addressed to the Trustee, [the Insurer] and the Underwriters to the effect that the Trustee, [the Insurer] and the Underwriters may rely upon such opinion as if it were addressed to the Trustee, [the Insurer] and the Underwriters;

(vii) a supplemental opinion, dated the date of the Closing and addressed to the Underwriters [and the Insurer], of Bond Counsel substantially in the form attached hereto as Exhibit E;

(viii) a supplemental opinion, dated the date of the Closing and addressed to the Underwriters [and the Insurer], of Special Tax Counsel substantially in the form attached hereto as Exhibit F;

(ix) an opinion, dated the date of Closing and addressed to the Authority and the Trustee, of Bond Counsel delivered pursuant to Sections 8.02(a) of the Master Indenture to the effect that the Twelfth Supplemental Indenture and the Thirteenth Supplemental Indenture are authorized or permitted by the Master Indenture and shall, upon the execution and delivery thereof, be valid and binding upon the Authority in accordance with its terms, together with a reliance letter addressed to the Underwriters;

(x) the defeasance opinion of Bond Counsel with respect to the Refunded 2013A Bonds and the Refunded 1999C Bonds, addressed to the Authority and the Underwriters;

(xi) A letter, dated as of the date of Closing and addressed to the Underwriters, of Sheppard, Mullin, Richter & Hampton LLP, as Disclosure Counsel, substantially in the form attached hereto as Exhibit G;

(xii) an opinion, dated the date of Closing and addressed to the Underwriters, the Trustee [and the Insurer], of Co-General Counsel of the Authority, solely in such counsel's official capacity and not in any personal capacity, to the effect that:

(a) the Authority is a joint powers authority of the State duly created under the Act and is in compliance in all material respects with the provisions of the Act in respect of the issuance and sale of the Bonds and the execution and delivery of the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, and the Purchase Agreement and the performance of its obligations thereunder;

(b) the Board has power and authority under the Act and the Joint Powers Agreement to adopt the 2022 Resolution and the 2022 Resolution were duly adopted at meetings duly noticed, called and held;

(c) the Authority has power and authority (A) to execute and deliver the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, and the Purchase Agreement, (B) to issue, sell and deliver the Bonds to the Underwriters as provided in the Indenture and the Purchase Agreement, (C) to authorize and to approve the use and distribution of the Preliminary Official Statement and the execution, use and distribution of the Official Statement and (D) to operate the Rail Corridor, to collect

and pledge the Revenues, to collect and apply the M & O Charges and to carry out and consummate all other transactions contemplated in the Authority Documents;

(d) to the best knowledge of such Co-General Counsel, after due investigation, the Authority is not in breach of or in default under the any of the Transaction Documents and is not in material breach of or in material default under any of the other Authority Documents;

(e) to the best knowledge of such Co-General Counsel, after due investigation, the Authority is not in material breach of or in material default under any applicable constitutional provision, law or administrative regulation of the State or the United States of America or any agency or instrumentality of either or any applicable judgment or decree or any other loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Authority is, or on or after the date of the Closing will be, a party or to which the Authority or any of its properties or assets is otherwise subject, and to the best knowledge of such Co-General Counsel, after due investigation, no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default or event of default by the Authority under any such agreement, law, regulation or instrument;

(f) the adoption of the 2022 Resolution and the execution and delivery of the Bonds, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, and the Purchase Agreement and the observance and performance of the provisions thereof will not conflict with or constitute a breach of or default by the Authority under any constitutional provision, law, administrative regulation, judgment, court decree, loan agreement, indenture, bond, note, resolution or other agreement or instrument to which the Authority is subject, or by which it or any of its properties is bound, nor will any such adoption, execution, delivery, observance or performance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever by the Authority or upon any of its properties or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Authority Documents;

(g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending with respect to which the Authority has been served with process or, to such Co-General Counsel's knowledge after due investigation, threatened, against the Authority affecting the existence of the Authority or the Board or the titles of its officers to their respective offices; affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds, the collection by the Authority of Revenues pledged to pay the principal of and premium, if any, and interest on the Bonds or the pledge thereof, the application of the proceeds of the sale of the Bonds or the collection and application of M & O Charges; contesting or affecting the powers of the Authority with respect to, or the validity or enforceability of, or any authority for, any of the Authority Documents, contesting the powers of the Authority or any authority of the Authority for the issuance of the Bonds or the adoption of the 2022 Resolution or the execution and delivery of the Purchase Agreement, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Escrow Agreement, the Continuing Disclosure Certificate or the performance by the Authority of its obligations under any of the Authority Documents; seeking to restrain or enjoin or otherwise to affect the operation of the Rail Corridor; contesting the tax-exempt status of the interest on the Bonds; contesting or challenging the consummation of the transactions contemplated in the Authority Documents or the Authority's ability to collect and pledge the Revenues to the payment of the Bonds as provided in the Indenture, to collect and apply the M & O Charges or to pay the Bonds or any of its obligations under the Authority Documents; contesting the completeness

or accuracy of the Preliminary Official Statement or the Official Statement or asserting that the Preliminary Official Statement or the Official Statement contains or contained any untrue statement of a material fact or omits or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or that might result in a material adverse change in the operations of the Rail Corridor or in the financial condition of the Authority or its ability to pay the Bonds; nor, to the best knowledge of such counsel, is there any basis for any action, suit proceeding, inquiry or investigation of the nature described in this clause;

(h) all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, court, board, agency or commission having jurisdiction of the matter which are required to be obtained by the Authority for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due observance and performance by the Authority of its obligations in connection with, the issuance and sale of the Bonds under the Indenture and the Purchase Agreement, the execution and delivery of the Bonds, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, the Official Statement or the Purchase Agreement, the operations of the Rail Corridor, or the performance by the Authority of its obligations under the Authority Documents, have been duly obtained (except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds as to which no opinion need be given); and all approvals, consents and authorizations required to have been obtained under the Authority Documents from the Railroads, the Ports and from any other person in connection with the issuance of the Bonds have been obtained;

(i) the execution and delivery by the Authority of, and performance by the Authority of its obligations under, the Bonds, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, and the Purchase Agreement were duly authorized, and the Bonds, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, and the Purchase Agreement have been duly executed and delivered and are legal, valid and binding obligations of the Authority enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public agencies in the State of California and, in the case of indemnification provisions in this Purchase Agreement, except as enforcement thereof may be limited by federal securities laws and public policy;

(j) the Authority has duly authorized the delivery of the Preliminary Official Statement and the Official Statement to the Underwriters and the distribution by the Underwriters of the Preliminary Official Statement to potential purchasers of the Bonds and of the Official Statement to potential purchasers and purchasers of the Bonds; and in addition, such Co-General Counsel shall state in a separate letter or letters dated the date of the Closing and addressed to the Underwriters that, based upon the participation of such counsel in the preparation of the Preliminary Official Statement and the Official Statement as Co-General Counsel of the Authority, such Co-General Counsel has no reason to believe that the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the date of Closing, (except for any financial, statistical, demographic or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion and except for any information

concerning DTC and its book-entry system, the Insurer, the tax treatment of the Bonds and information concerning the Cities, CUSIP numbers, the prices and yields on the Bonds shown on the inside cover of the Official Statement, information under the headings “THE PORTS” and “THE RAILROADS,” and information under the headings [“THE SERIES 2022 BOND INSURER,”] “RATINGS” [(but only with respect to the ratings assigned to the Insurer)], “TAX MATTERS,” “UNDERWRITING,” “CONTINUING DISCLOSURE—The Authority and the Ports” (with respect to information about the Ports) and “—The Railroads” and “FINANCIAL STATEMENTS” (with respect to information about the Ports) and in Appendices B, C, D, F, G, I and J, as to all of which no view need be expressed) contained or contains, any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were or are made, not misleading;

(xiii) an opinion, dated the date of Closing and addressed to the Authority, the Insurer and the Underwriters, of counsel to each of the Ports to the effect that: (a) the execution and delivery by the Port of the Letter of Representation and the Continuing Disclosure Certificate, and the performance by the Port of its obligations under the Continuing Disclosure Certificate and the Letter of Representation was duly authorized by the respective City, acting through its Board of Harbor Commissioners, and each of the Letter of Representation and the Continuing Disclosure Certificate was executed and delivered by such City, and the Letter of Representation, the Continuing Disclosure Certificate and each of the Port Agreements (as defined in the applicable Letter of Representation) is the legal, valid and binding obligation of, such City, enforceable in accordance with its respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights and remedies generally, to the application of equitable principles where equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public agencies in the State of California; (b) to the best knowledge of such counsel, the execution and delivery of the Letter of Representation and the Continuing Disclosure Certificate and the performance by the Port of its obligations under the Letter of Representation, the Continuing Disclosure Certificate and each of the Port Agreements do not and will not, in any material respect, conflict with or constitute a breach of, or default by, the Port under any constitutional provision, law, administrative regulation, judgment, court decree, loan agreement, indenture, bond, note, resolution, or other material agreement or instrument to which the Port or the transactions contemplated in the Letter of Representation, the Continuing Disclosure Certificate and in each of the Port Agreements is subject, or by which the Port or any of its properties is bound (and of which such counsel is aware after reasonable investigation); (c) to the best knowledge of such counsel, all authorizations, approvals, consents and orders of any governmental authority, legislative body, court, board, agency or commission having jurisdiction of the matter which are required to be obtained by the Port for the due authorization, execution and delivery of, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due observance and performance by the Port of its obligations under or in connection with, the Letter of Representation, the Continuing Disclosure Certificate and each of the Port Agreements have been obtained and are in full force and effect; (d) to such counsel’s knowledge after due investigation (which involved only inquiries of the City Clerk and the Executive Secretary of the Board), there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against the Port affecting the existence of the Port or the validity or enforceability of, or any authority for, the Letter of Representation, the Continuing Disclosure Certificate or any of the Port Agreements or contesting the performance by the Port of the Letter of Representation, the Continuing Disclosure Certificate or any of the Port Agreements; and (e) to the best knowledge of such counsel, the Port is not in material breach of or in material default under any of the Port Agreements;

(xiv) an opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel to the Underwriters, dated the date of Closing and addressed to the Underwriters, substantially in the form attached hereto as Exhibit H;

(xv) a certificate of the Authority, dated the date of the Closing and signed on behalf of the Authority by the Chief Executive Officer of the Authority or by his authorized designee, to the effect that (a) the representations of the Authority contained in the Purchase Agreement are true and correct in all respects on and as of the date of the Closing as if made on the date of the Closing; (b) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending with respect to which the Authority has been served with process, or, to the best of the Authority's knowledge after due investigation, threatened, against the Authority affecting the existence of the Authority or the Board or the titles of its officers to their respective offices or affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds or the collection by the Authority of Revenues pledged to pay the principal of and premium, if any, and interest on the Bonds or the pledge thereof or the application of the proceeds of the sale of the Bonds, the collection and application of M & O Charges or contesting or affecting the powers of the Authority with respect to, or the validity or enforceability of, or any authority for, the Authority Documents or contesting the powers of the Authority or any authority of the Authority for the issuance of the Bonds or the adoption of the 2022 Resolution or the execution and delivery of the Purchase Agreement, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Escrow Agreement, the Continuing Disclosure Certificate, the Official Statement or performance by the Authority of its obligations under the Authority Documents, or seeking to restrain or enjoin or otherwise to affect the operation of the Rail Corridor, or seeking to challenge or revoke any Permit (as defined in the Indenture), or contesting the tax-exempt status of the interest on the Series 2022A Bonds, or contesting or challenging the consummation of the transactions contemplated by the Authority Documents, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or asserting that the Preliminary Official Statement or the Official Statement contains or contained any untrue statement of a material fact or omits or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or that might result in a material adverse change in the operations of the Rail Corridor or in the financial condition of the Authority or its ability to pay the Bonds, nor, to the best of the Authority's knowledge, is there any basis for any action, suit proceeding, inquiry or investigation of the nature described in this clause; and (c) since the date of the Official Statement, no material adverse change in the financial condition or prospects of the Authority or the Project and no other event adversely affecting the Authority or the Project or the Authority's condition, financial or otherwise, or the Authority's ability to collect or pledge the Revenues pledged to pay the principal of and premium, if any, and interest on the Bonds or to collect and apply M & O Charges has occurred, which should be disclosed in the Official Statement in order that the Official Statement not contain an untrue statement of a material fact or omit to state a material fact or necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading;

(xvi) a certificate of each of the Ports, dated the date of the Closing and signed by the Chief Financial Officer, in the case of the Port of Los Angeles, and by the Director of Finance, in the case of the Port of Long Beach, to the effect that representations in such Port's Letter of Representation are true and correct in all respects as of date of Closing;

(xvii) a certificate of each of the Railroads, dated the date of the Closing and signed by the Chief Financial Officer or by a Vice President of such Railroad, to the effect that

representations in such Railroad's Letter of Representation are true and correct in all respects as of date of Closing;

(xviii) a letter from Moss Adams LLP, dated the date of the Closing, consenting to the inclusion in the Official Statement of the report, dated ___, 2022, with respect to the audited financial statements of the Authority for the fiscal year ended June 30, 2021, include as Appendix A to the Official Statement and to the reference to Moss Adams LLP and to its report under the heading "FINANCIAL STATEMENTS" and elsewhere in the Official Statement;

(xix) copies of the items delivered on the date of this Purchase Agreement pursuant to Paragraph 5 hereof;

(xx) a certificate of the Trustee, dated the date of the Closing, in form and substance satisfactory to the Representative;

(xxi) a specimen Bond of each series, maturity and interest rate;

(xxii) a Form 8038-G with respect to the Series 2022A Bonds executed by the Authority;

(xxiii) evidence satisfactory to the Underwriters that the [Insured Bonds have been rated "____" by S&P Global Ratings ("S&P"), and "____" by Moody's Investors Service ("Moody's"), with the understanding that the municipal bond insurance policy will be delivered on the date of Closing;] and evidence satisfactory to the Underwriters of the assignment of ratings on the Bonds [without taking the municipal bond insurance policy into account, of "____" by S&P, of "____" by Moody's and of "____" by Fitch Ratings, Inc., together with a confirmation from the Authority that there has been no adverse change in or withdrawal of any of such ratings as of the date of the Closing;

(xxiv) the Invitation and the Dealer Manager Agreement;

(xxv) [a copy of the Bond Insurance Policies for the Insured Bonds issued by the Insurer;]

(xxvi) [a copy of the 2022 Reserve Account Surety Policies for the Bonds issued by the Insurer;]

(xxvii) [an opinion, dated the date of the Closing and addressed to the Authority and the Underwriters, of the General Counsel of the Insurer in form and substance satisfactory to the Representative;]

(xxviii) an opinion of Dorsey & Whitney LLP, counsel to the Trustee, dated the date of Closing and addressed to the Underwriters, [the Insurer] and the Authority, to the effect that the Trustee is authorized to enter into and has duly executed and delivered the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture and the Escrow Agreement (the "2022 Trustee Documents"), that the 2022 Trustee Documents are legal, valid and binding agreements of the Trustee, enforceable against the Trustee in accordance with their terms, that the officers of the Trustee authenticating the Bonds and executing and delivering the 2022 Trustee Documents are duly authorized to authenticate the Bonds and to execute and deliver the 2022 Trustee Documents, and that the Bonds have been duly authenticated and delivered by the Trustee;

(xxix) the Verification Report from the Verification Agent;

(xxx) copies of the Continuing Disclosure Agreements executed by the Railroads;

(xxxii) such additional legal opinions, certificates, instruments, permits, consents and other documents as the Representative or Bond Counsel may reasonably request to evidence the compliance of the Authority with legal requirements, the truth and accuracy, as of the date hereof and as of the time of the Closing, of the Authority's representations contained herein and of the statements and information contained in the Preliminary Official Statement and in Official Statement, as each may be supplemented or amended, and the due performance and satisfaction by the Authority at or prior to the time of the Closing of all agreements then to be performed and all conditions then to be satisfied by the Authority and all conditions precedent to the issuance of the Bonds pursuant to the Indenture shall have been fulfilled and to evidence the exclusion from gross income for federal and State income tax purposes of the interest and any original issue discount on the Bonds.

11. Termination. The Underwriters may terminate this Purchase Agreement, without liability therefor, by notification by the Representative in writing to the Authority if at any time subsequent to the date of this Purchase Agreement and at or prior to the Closing:

(a) there shall occur any change or any development involving a prospective change, in or affecting the business, properties or financial condition of the Authority, the Ports, the Railroads, [the Insurer] or the Project, including from any sustained loss of or interference with their respective businesses from fire, explosion, flood or other calamity, whether or not covered by insurance or indemnities, or from any labor dispute or court or governmental action, order or decree, which, in the reasonable opinion of the Representative, materially impairs the investment quality, the marketability or the market price of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(b) legislation shall have been enacted by the Congress of the United States, or introduced by amendment or otherwise in or passed by either House of the Congress, or recommended or endorsed to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress of the United States by any committee of such House to which such legislation has been referred for consideration, or recommended or endorsed for passage or presented for consideration by the Chairman or ranking minority member of any such committee or by the Treasury Department of the United States, the Internal Revenue Service or the staff of the Joint Committee on Taxation of the Congress, or a decision shall have been rendered by a court of the United States, or the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement shall have been made by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency of appropriate jurisdiction, with respect to federal taxation of interest received on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the owners thereof, which in the reasonable opinion of the Underwriters would materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(c) there shall have occurred a declaration of war by the United States, any new outbreak of hostilities or any escalation in existing hostilities, or any other new national or international

emergency, calamity, terrorism or financial crisis or the rating on the sovereign debt of the United States by any major credit rating agency is downgraded or withdrawn or an actual or imminent default or moratorium in respect of payment of any United States Treasury bills, bonds or notes or a default with respect to debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States, the effect of which, in the reasonable opinion of the Representative, would materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(d) a general banking moratorium shall have been declared by federal, New York or State authorities or a major financial crisis or material disruption in commercial banking or securities settlement, payment or clearance services shall have occurred, which, in the reasonable opinion of the Representative, would materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds

(e) there shall be in force a general suspension of trading on the New York Stock Exchange or other national securities exchange, or minimum or maximum prices for trading not in force on the date hereof shall have been fixed and be in force, or maximum ranges for prices for securities not in force on the date hereof shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(f) the New York Stock Exchange or other national securities exchange, the MSRB, the Financial Industry Regulatory Authority, or any other federal or state authority or agency shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force or not now being enforced, or increase materially those now in force, with respect to the extension of credit by, or the charges to the net capital requirements of, the Underwriters;

(g) any rating of bonds, notes or other obligations of the Authority (including, without limitation, the Bonds), the Ports, [the Insurer] or the Railroads shall have been downgraded, suspended or withdrawn, or placed on credit watch with negative outlook, by Moody's, Fitch or S&P and such action, in the reasonable opinion of the Underwriters, will materially adversely affect the marketability or the market price of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(h) any event occurring, or information becoming known which, in the reasonable opinion of the Underwriters, makes untrue or incorrect in any material respect any statement or information contained in the Official Statement (other than any statement provided by the Underwriters under the heading "UNDERWRITING"), or has the effect that the Official Statement (other than any statement provided by the Underwriters under the heading "UNDERWRITING") contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Authority refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is, in the reasonable opinion of the Underwriters, to materially adversely affect the marketability or the market price for the Bonds or the sale, at the contemplated offering prices (or yields) of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(i) any legislation, constitutional amendment, ordinance, rule, regulation or policy shall be introduced in or enacted by or issued by any governmental body, board, department or agency

of the State or the United States, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered, affecting the Authority, the Ports, the Railroads or [the Insurer] which, in the reasonable opinion of the Underwriters, will materially adversely affect the marketability or the market price of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(j) any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Bonds, the 2022 Resolution, the Authority Documents or the existence or powers of the Authority with respect to its obligations under the Authority Documents; or

(k) legislation shall be enacted, or an order, decree, decision or injunction shall be issued, made or rendered by any court of the United States of competent jurisdiction, or any action, stop order, ruling, regulation (final, temporary or proposed) or official statement shall have been issued or made by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction in the subject matter, the effect of which is (i) to require that the Bonds or other securities of the Authority be registered under the Securities Act or the Securities Exchange Act of 1934, as amended, or that the Indenture to be qualified under the Trust Indenture Act, or (ii) to make the issuance, offering or sale of the Bonds illegal.

12. Expenses.

(a) The Underwriters shall be under no obligation to pay and the Authority shall pay or cause to be paid the expenses incident to the performance of the Authority's obligations hereunder including but not limited to (i) the fees and disbursements of Bond Counsel, Special Tax Counsel, Sheppard, Mullin, Richter & Hampton LLP, as Disclosure Counsel, Co-General Counsel, Moss Adams LLP, the Verification Agent, the Trustee (in its capacity as Trustee for the Bonds and as escrow agent for the Refunded 2013A Bonds and the Refunded 1999C Bonds), PFM Financial Advisors LLC, as municipal advisor to the Authority, counsel and financial advisors to the Ports and the Railroads and counsel to the Trustee and any other experts, accountants, lawyers or consultants retained by the Authority or the Ports or the Railroads (to the extent such fees and expenses are to be paid by any party hereto); (ii) the cost of preparation and printing and signing of the definitive Bonds and the registration thereof; (iii) the cost of preparing, printing and distributing the Preliminary Official Statement and the Official Statement and any supplements or amendments thereto; (iv) [the premiums charged by the Insurer for the Bond Insurance Policies and the 2022 Reserve Account Surety Policies and the fees and costs, if any, of counsel to the Insurer; (v)] charges of rating agencies for the ratings of the Bonds; (vi) all costs and expenses incurred in connection with any information or investor meetings held in connection with the Bonds; (vii) the cost of preparing and printing the Transaction Documents (other than this Purchase Agreement); (viii) the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure compliance review; (ix) costs associated with the tender of the Series 1999A Bonds, the Target 1999C Bonds and the Target 2013A Bonds and (x) all other out-of-pocket expenses and costs incurred by the Authority in connection with the authorization, issuance, sale and distribution of the Bonds. The Authority shall also pay for all incidental costs (including, but not limited to, transportation, lodging and meals of Authority personnel) incurred by or on behalf of the Authority in connection with the marketing and pricing of, and securing ratings for, and issuing and delivering the Bonds.

(b) The Underwriters shall pay (i) all advertising expenses incurred by them in connection with the public offering and distribution of the Bonds; and (ii) except as provided above in Paragraph 12(a), all other expenses incurred by them in connection with their public offering and distribution of the Bonds, including the fees and disbursements of Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel to the Underwriters (both of which may be included as an expense component of the Underwriters' discount).

13. Indemnification by the Authority.

(a) To the extent permitted by law, the Authority shall indemnify and hold harmless the Underwriters, and each person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) an Underwriter, and their directors, officers, agents and employees, against any and all losses, claims, damages, liabilities and expenses, joint or several, to which the Underwriters may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement or the Official Statement or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, and will reimburse the Underwriters for any legal or other expenses reasonably incurred by them in connection with investigating or defending any action or claim as such expenses are incurred, provided, however, that the Authority shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Preliminary Official Statement or the Official Statement with respect to written information furnished by any Underwriter expressly for use therein under the heading "UNDERWRITING" or in the Preliminary Official Statement or the Official Statement with respect to information regarding DTC and its book-entry system, the Insurer, the Cities, the yields on the Bonds stated on the inside front cover of the Official Statement, CUSIP numbers, and information under the headings "THE PORTS" and "THE RAILROADS," and information under the headings ["THE SERIES 2022 BOND INSURER,"] "RATINGS" [(but only with respect to the ratings assigned to the Insurer)], "UNDERWRITING," "CONTINUING DISCLOSURE—The Authority and the Ports" (with respect to information about the Ports) and "—The Railroads" and "FINANCIAL STATEMENTS" (with respect to information about the Ports) and in Appendices B, C, D, F, G, I and J. Any limitation on indemnification stated herein shall not be construed as a limitation of liability of the Authority to the Underwriters under applicable federal or state law.

(b) The Underwriters, jointly and severally, will indemnify and hold harmless the Authority, each of its Board Members, officers and employees, and each person who controls the Authority within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any and all losses, claims, damages, liabilities and expenses to which the Authority may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement or Official Statement, or arise out of or are based upon the omission or alleged omission to state therein a material fact or necessary to make the statement therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Preliminary Official Statement or the Official Statement in reliance upon and in conformity with written information furnished to the Authority by the Underwriters expressly for use under the heading "UNDERWRITING" and the sentence on page (ii) of the Preliminary Official Statement and of the Official Statement provided by the Underwriters and will reimburse the Authority for any legal or other

expenses reasonably incurred by the Authority in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subparagraph (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subparagraph, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subparagraph. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subparagraph for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnified party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the indemnified party, unless (i) the employment of such counsel has been specifically authorized by the indemnifying party in writing prior to the employment of such counsel, or (ii) the named parties to any such action (including any impleaded parties) included both the indemnified party and the indemnifying party, and the indemnified party shall have been advised by such counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the indemnifying party and that joint representation may be inappropriate under professional standards, in which case the indemnifying party shall not have the right to assume the defense of such action on behalf of the indemnified party it being understood, however, the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related action in the same jurisdiction of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for the indemnified party, and any such firm shall be designated in writing by the indemnified party. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) if the indemnification provided for in this Paragraph 13 is unavailable to or insufficient to hold harmless an indemnified party under subparagraph (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then to the extent permitted by law each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Authority on the one hand and the Underwriters on the other from the offering of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subparagraph (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such

proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Authority on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Authority on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Authority or the Trustee bear to the total underwriting discounts received by the Underwriters, in each case as set forth in the Official Statement. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Authority on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Authority and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subparagraph (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subparagraph (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subparagraph shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subparagraph (d), no Underwriter shall be required to contribute any amount in excess of the amount of underwriting discount received by it. The Underwriters' obligations in this subparagraph (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) The obligations of the Authority under this Paragraph 13 shall be in addition to any liability that the Authority may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of each Underwriter or to each person, if any, who controls any Underwriter within the meaning of the Securities Act and the obligations of the Underwriters under this Paragraph 13 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Authority or to each person, if any, who controls the Authority within the meaning of the Securities Act. No agreement or obligation of the Authority contained in this Paragraph 13 shall be deemed to be an obligation or indebtedness of the Ports or of either Port.

14. Notices. Any notice or other communication to be given to the Authority under this Purchase Agreement (other than the acceptance hereof as specified in Paragraph 1 hereof) may be given by delivering the same in writing to 3760 Kilroy Airport Way, Suite 200, Long Beach, California 90806, Attention: Kevin Scott, Chief Financial Officer; any notice or other communication to be given to the Underwriters under this Purchase Agreement may be given by delivering the same in writing to J.P. Morgan Securities LLC, 560 Mission Street, Floor 3, San Francisco, California 94105, Attention: Michael Carlson, Managing Director.

15. Use of Documents. The Authority hereby authorizes, ratifies and approves the Underwriters' use, in connection with the public offering and sale of the Bonds, of this Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Authority Documents, and the information contained herein and therein.

16. Governing Law. The validity, interpretation and performance of this Purchase Agreement shall be governed by the laws of the State of California.

17. Parties in Interest. This Purchase Agreement when accepted by the Authority in writing as heretofore specified shall constitute the entire agreement between the Authority and the Underwriters and is solely for the benefit of the Authority and the Underwriters (including the successors or assigns thereof but not any holder of Bonds). No other person or entity shall acquire or have any rights hereunder or by virtue hereof;[provided that the Dealer Managers may rely upon the representations and warranties, certificates and opinions delivered hereunder in their role as Dealer Manager, as provided herein and in the Dealer Manager Agreement]. Except as expressly provided herein, all representations and agreements of the Authority in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriters, (b) delivery of and payment for the Bonds hereunder and (c) any termination of this Purchase Agreement.

18. Headings. The headings of the Paragraphs of this Purchase Agreement are inserted for convenience of reference only and shall not be deemed to be a part hereof.

19. Effectiveness. This Purchase Agreement shall become effective upon the execution hereof by an authorized representative of the Authority and upon receipt of the Representative of the documents referred to Paragraph 5 hereof and shall be valid and enforceable at the time of such acceptance.

20. Counterparts. This Purchase Agreement may be executed in several counterparts, which together shall constitute one and the same instrument.

Very truly yours,

J.P. MORGAN SECURITIES LLC
On its own behalf and as Representative of

RBC CAPITAL MARKETS, LLC
GOLDMAN SACHS & CO. LLC
SAMUEL A. RAMIREZ & CO., INC.
SIEBERT WILLIAMS SHANK & CO., LLC

By: _____

Name: Michael Carlson

Title: Managing Director

Accepted:

This ____ day of ____, 2022

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

By: _____

Name: Michael Leue

Title: Chief Executive Officer

EXHIBIT A

Letterhead of BNSF Railway Company

LETTER OF REPRESENTATION

_____, 2022

J.P. Morgan Securities LLC,
as Representative of the Underwriters
560 Mission Street, Floor 3
San Francisco, California 94105

Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

The Alameda Corridor Transportation Authority (the “Authority”) proposes to issue the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”), and \$[] aggregate principal amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds” and together with the Series 2022A Bonds, the Series 2022B Bonds, and the Series 2022C Bonds, the “Bonds”), pursuant to a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture, dated as of May 1, 2016, and the Eleventh Supplemental Trust Indenture, dated as of May 1, 2016 (collectively, the “Prior Supplemental Indentures”), and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, and the Fourteenth Supplemental Trust Indenture, each to be dated as of [], 2022 (the “Twelfth Supplemental Trust Indenture,” the “Thirteenth Supplemental Trust Indenture,” and the “Fourteenth Supplemental Trust Indenture,” respectively), and by the Fifteenth Supplemental Trust Indenture, to be dated as of [], 2023 (the “Fifteenth Supplemental Trust Indenture,” and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, the Fourteenth Supplemental Trust Indenture, and the Fifteenth Supplemental Trust Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association (or its predecessor-in-interest), as trustee (the “Trustee”).

The Authority, BNSF Railway Company (“BNSF”), Union Pacific Railroad Company (“Union Pacific” and together with BNSF, the “Railroads”), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles”), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” and together with the Port of Los Angeles, the “Ports”), have entered into the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Use and Operating Agreement”), pursuant to which the Railroads have agreed to pay certain fees and charges for the use of the Project and the Ports have agreed to make certain Shortfall Advances on the terms and subject to the conditions set forth therein. Certain revenues and other moneys to be derived by the Authority in connection with the Use and Operating Agreement are being pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds.

The 2022A Bonds and the 2022B Bonds are being sold pursuant to a Bond Purchase Agreement, dated ____, 2022 (the “2022A&B Bonds Purchase Agreement”), between the Authority and J.P. Morgan Securities LLC, as representative (the “Representative”) of the Underwriters named therein. The 2022C Bonds are being sold pursuant to a Bond Purchase Agreement, dated ____, 2022 (the “2022C Bonds Purchase Agreement”), between the Authority and the Representative. The 2023A Bonds are being sold pursuant to a Forward Delivery Bond Purchase Agreement, dated ____, 2022 (the “2023A Bonds Purchase Agreement” and, together with the 2022A&B Bonds Purchase Agreement and the 2022C Bond Purchase Agreement, the “Purchase Agreements”), between the Authority and the Representative.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreements or in the Use and Operating Agreement.

Preliminary Official Statements, each dated ____, 2022, as amended prior to the date hereof (the “Preliminary Official Statements”), and Official Statements, each to be dated on or about ____, 2022, as the same may be amended and supplemented (the “Official Statements”), relating to the Bonds include references to BNSF’s Annual Report on Form 10-K for the fiscal year ended December 31, 2021 and the Quarterly Reports on Form 10-Q for the quarter ended March 31, 2022 and certain Current Reports on Form 8-K. Such documents and all subsequent documents filed by BNSF with the United States Securities and Exchange Commission (the “Commission”) pursuant to Section 13(a), 13(c) or 15(d) of the United States Securities Exchange Act of 1934, as amended (the “Exchange Act”) on or prior to the date of the Preliminary Official Statements or of the Official Statements or on or prior to the date that is 25 days after the date of delivery of the Bonds, as the case may be, are hereinafter called the “Exchange Act Reports.”

1. In connection with the execution and delivery of each of the Purchase Agreements between the Authority and the Representative on behalf of itself and the Underwriters for the purchase and reoffering of the Bonds, BNSF hereby represents to, and agrees with, each of you as follows:

(a) BNSF intends to continue to be a substantial user of the Project to be refinanced with the proceeds of the Bonds and expects to benefit by the continued operation of the Project;

(b) the Exchange Act Reports, when they were or are filed with the Commission, conformed or will conform in all material respects to the applicable requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder;

(c) except as set forth in the most recently filed Quarterly Report on Form 10-Q, since the date of BNSF's most recent financial statements in the Exchange Act Reports, neither BNSF nor any of its subsidiaries has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Exchange Act Reports; and, since the respective dates as of which information is given with respect to BNSF in the Exchange Act Reports, there has not been any material change in the capital stock or long-term debt of BNSF or any of its material subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, shareholders' equity or results of operations of BNSF, otherwise than as set forth in such Exchange Act Reports;

(d) BNSF is validly existing as a corporation in good standing under the laws of Delaware, with power and authority (corporate and other) to own its properties, and to conduct its business as described in the Exchange Act Reports and as provided in the Use and Operating Agreement, the Dispatching Agreement and the Security Services Agreement (collectively, the "Railroad Agreements");

(e) this Letter of Representation and the Continuing Disclosure Agreement, (the "Continuing Disclosure Agreement") between BNSF and the Trustee relating to the Bonds, have been duly authorized, executed and delivered by BNSF and, assuming the due execution and delivery thereof by the other parties thereto, this Letter of Representation and the Continuing Disclosure Agreement each constitutes a legal, valid and binding obligation of BNSF enforceable in accordance with its terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought; and the Railroad Agreements constitute legal, valid and binding obligations of BNSF enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought;

(f) the execution and delivery by BNSF of this Letter of Representation and the Continuing Disclosure Agreement, the performance by BNSF of its obligations thereunder and under the Railroad Agreements, and the consummation of the transactions therein contemplated do not and will not (i) conflict with any of the terms, conditions or provisions of its articles of incorporation or bylaws, or (ii) except as described in the FPPC Disclosure (defined below), conflict with, result in a breach of or constitute a default under any of the terms or conditions of any indenture, mortgage, deed of trust, lease or other agreement or instrument to which BNSF is a party, or any laws, judgment, decree, rules or regulations applicable to BNSF of any court or other governmental body or any other applicable requirement of law, except for conflicts, breaches or defaults which, individually or in the aggregate, would not materially and adversely affect BNSF's ability to perform its obligations under this Letter of Representation, the Continuing Disclosure Agreement and under the Railroad Agreements; and no further consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the execution and delivery of, and performance by BNSF of its obligations under, this Letter of Representation, the Continuing Disclosure Agreement and the Railroad Agreements or the consummation by BNSF of the transactions contemplated therein;

(g) other than as set forth in the Exchange Act Reports, there are no legal or governmental proceedings pending to which BNSF or any of its subsidiaries is a party or of which any property of BNSF or any of its subsidiaries is the subject, which BNSF has reasonable cause to believe will, either individually or in the aggregate, have a material adverse effect on the current or future financial position, shareholders' equity or results of operations of BNSF and its subsidiaries; and, to the best of BNSF's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others; and

(h) BNSF is not in material breach of or in material default under any of the Railroad Agreements, including the Use and Operating Agreement, and to its knowledge, BNSF is not in a material breach of or in material default under any material loan agreement, note, bond, resolution, indenture, agreement or other instrument to which BNSF is a party or to which BNSF or any of its properties or assets is otherwise subject, and to my knowledge after reasonable inquiry no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default under any such agreement, law, regulation or instrument;

(i) to BNSF's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against BNSF contesting or affecting the powers of BNSF with respect to, or the validity or enforceability of, or its ability to perform under, any of the Railroad Agreements, including the Use and Operating Agreement;

(j) BNSF is subject to Section 13 or 15(d) of the Exchange Act.

2. BNSF acknowledges and agrees that (i) in connection with the purchase and sale of the Bonds and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and not as the agents or fiduciaries of BNSF; (ii) the Underwriters have not assumed a fiduciary responsibility in favor of BNSF with respect to: (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliates of the Underwriters, have advised or are currently advising the BNSF on other matters) or (b) any other obligation to the BNSF except the obligations expressly set forth in the Bond Purchase Agreements and in this Letter of Representation; and (i) BNSF has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

3. BNSF has reviewed and had the opportunity to comment on a section of the Authority's Preliminary Official Statement and Official Statement entitled "THE RAIL CORRIDOR AND RELATED PROJECTS – Maintenance and Operation of the Rail Corridor – Fair Political Practices Commission Advice Letter Request" (the "FPPC Disclosure"). The FPPC Disclosure is accurate in all material respects.

[Signature page follows]

Very truly yours,

BNSF Railway Company

By: _____
Title:

Accepted as of the date hereof:

J.P. Morgan Securities LLC

On its own behalf and as Representative of
RBC Capital Markets, LLC
Goldman Sachs & Co. LLC
Samuel A. Ramirez & Co., Inc.
Siebert Williams Shank & Co., LLC

By: _____
Name: Michael Carlson
Title: Managing Director

Alameda Corridor Transportation Authority

By: _____
Name: Michael Leue
Title: Chief Executive Officer

EXHIBIT B

Letterhead of the Union Pacific Railroad Company

LETTER OF REPRESENTATION

_____, 2022

J.P. Morgan Securities LLC,
as Representative of the Underwriters
560 Mission Street, Floor 3
San Francisco, California 94105

Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

The Alameda Corridor Transportation Authority (the “Authority”) proposes to issue the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”), and \$[] aggregate principal amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds” and together with the Series 2022A Bonds, the Series 2022B Bonds, and the Series 2022C Bonds, the “Bonds”), pursuant to a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture, dated as of May 1, 2016, and the Eleventh Supplemental Trust Indenture, dated as of May 1, 2016 (collectively, the “Prior Supplemental Indentures”), and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, and the Fourteenth Supplemental Trust Indenture, each to be dated as of [], 2022 (the “Twelfth Supplemental Trust Indenture,” the “Thirteenth Supplemental Trust Indenture,” and the “Fourteenth Supplemental Trust Indenture,” respectively), and by the Fifteenth Supplemental Trust Indenture, to be dated as of [], 2023 (the “Fifteenth Supplemental Trust Indenture,” and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, the Fourteenth Supplemental Trust Indenture, and the Fifteenth Supplemental Trust Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association (or its predecessor-in-interest), as trustee (the “Trustee”).

The Authority, BNSF Railway Company (“BNSF”), Union Pacific Railroad Company (“Union Pacific” and together with BNSF, the “Railroads”), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles”), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” and together with the Port of Los Angeles, the “Ports”), have entered into the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Use and Operating Agreement”), pursuant to which the Railroads have agreed to pay certain fees and charges for the use of the Project and the Ports have agreed to make certain Shortfall Advances on the terms and subject to the conditions set forth therein. Certain revenues and other moneys to be derived by the Authority in connection with the Use and Operating Agreement are being pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds.

The 2022A Bonds and the 2022B Bonds are being sold pursuant to a Bond Purchase Agreement, dated ____, 2022 (the “2022A&B Bonds Purchase Agreement”), between the Authority and J.P. Morgan Securities LLC, as representative (the “Representative”) of the Underwriters named therein. The 2022C Bonds are being sold pursuant to a Bond Purchase Agreement, dated ____, 2022 (the “2022C Bonds Purchase Agreement”), between the Authority and the Representative. The 2023A Bonds are being sold pursuant to a Forward Delivery Bond Purchase Agreement, dated ____, 2022 (the “2023A Bonds Purchase Agreement” and, together with the 2022A&B Bonds Purchase Agreement and the 2022C Bond Purchase Agreement, the “Purchase Agreements”), between the Authority and the Representative.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreements or in the Use and Operating Agreement.

Preliminary Official Statements, each dated ____, 2022, as amended prior to the date hereof (the “Preliminary Official Statements”), and Official Statements, each to be dated on or about ____, 2022, as the same may be amended and supplemented (the “Official Statements”), relating to the Bonds includes references to the Annual Report on Form 10-K for the fiscal year ended December 31, 2021, the Quarterly Report on Form 10-Q for the quarter ended March 31, 2022; and Current Reports on Form 8-K filed on [____, 2022] filed by Union Pacific Corporation, the parent of Union Pacific. Such documents and all subsequent documents filed by Union Pacific Corporation with the United States Securities and Exchange Commission (the “Commission”) pursuant to Section 13(a), 13(c) or 15(d) of the United States Securities Exchange Act of 1934, as amended (the “Exchange Act”), on or prior to the dates of the Preliminary Official Statements or the Official Statements and on or prior to the date that is 25 days after the date of delivery of the Bonds, as the case may be, are hereinafter called the “Exchange Act Reports.”

1. To induce the Authority and the Representative to enter into the each of the Purchase Agreements and the Underwriters to purchase and reoffer the Bonds as contemplated in the Purchase Agreements, Union Pacific hereby represents to, and agrees with, each of you as follows:

(a) Union Pacific intends to continue to be a substantial user of the Project to be financed with the proceeds of the Bonds and expects to benefit by the continued operation of the Project;

(b) the Exchange Act Reports, when they were or are filed with the Commission, conformed or will conform in all respects to the applicable requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder;

(c) since the date of Union Pacific's most recent financial statements in the Exchange Act Reports, neither Union Pacific nor any of its subsidiaries has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Exchange Act Reports; and, since the respective dates as of which information is given with respect to Union Pacific in the Exchange Act Reports there has not been any material change in the capital stock or long-term debt of Union Pacific or any of its subsidiaries, other indebtedness required to be reported in its Exchange Act Reports as of the date hereof, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, shareholders' equity or results of operations of Union Pacific and its subsidiaries, otherwise than as set forth in such Exchange Act Reports;

(d) Union Pacific has been duly incorporated and is validly existing as a corporation in good standing under the laws Delaware, with power and authority (corporate and other) to own its properties, and to conduct its business as described in the Exchange Act Reports and as provided in the Use and Operating Agreement, the Dispatching Agreement and the Security Services Agreement (collectively, the "Railroad Agreements");

(e) this Letter of Representation and the Continuing Disclosure Agreement relating to the Bonds (the "Continuing Disclosure Agreement") between Union Pacific and the Trustee, have been duly authorized, executed and delivered by Union Pacific and, assuming the due execution and delivery thereof by the other parties thereto, constitute the legal, valid and binding obligations of Union Pacific enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought; and the Railroad Agreements constitute legal, valid and binding obligations of Union Pacific enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought;

(f) the execution and delivery by Union Pacific of this Letter of Representation and the Continuing Disclosure Agreement, the performance by Union Pacific of its obligations thereunder and under the Railroad Agreements, the performance by Union Pacific of its obligations thereunder and under the Use and Operating Agreement, and the consummation of the transactions therein contemplated do not and will not (i) conflict with any of the terms, conditions or provisions of its articles of incorporation or bylaws, or (ii) conflict with, result in a breach of or constitute a default under any of the terms or conditions of any indenture, mortgage, deed of trust, lease or other agreement or instrument to which Union Pacific is a party, or any laws, judgment, decree, rules or regulations applicable to Union Pacific of any court or other governmental body or any other applicable requirement of law, except for conflicts, breaches or defaults which, individually or in the aggregate, would not materially and adversely affect Union Pacific's ability to perform its obligations under this Letter of Representation, the Continuing Disclosure Agreement and the Railroad Agreements; and no further consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the execution and delivery of, and performance by Union Pacific of its obligations under, this Letter of Representation, the Continuing Disclosure Agreement and the Railroad Agreements or the consummation by Union Pacific of the transactions contemplated therein;

(g) other than as set forth in the Exchange Act Reports, there are no legal or governmental proceedings pending to which Union Pacific or any of its subsidiaries is a party or of which any property of Union Pacific or any of its subsidiaries is the subject, which Union Pacific has reasonable cause to believe will, either individually or in the aggregate, have a material adverse effect on the current or future financial position, shareholders' equity or results of operations of Union Pacific and its subsidiaries; and, to the best of Union Pacific's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(h) Union Pacific is not in breach of or in default under any of the Railroad Agreements, including the Use and Operating Agreement, and to its knowledge, Union Pacific is not in a material breach of or in material default under any loan agreement, note, bond, resolution, indenture, agreement or other instrument to which Union Pacific is, or on or after the date hereof will be, a party or to which Union Pacific or any of its properties or assets is otherwise subject, and no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default under any such agreement, law, regulation or instrument;

(i) to the best of Union Pacific's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against Union Pacific contesting or affecting the powers of Union Pacific with respect to, or the validity or enforceability of, or its ability to perform under, any of the Railroad Agreements, including the Use and Operating Agreement;

(j) Union Pacific Corporation, the parent of Union Pacific, is subject to Section 13 or 15(d) of the Exchange Act.

2. Union Pacific acknowledges and agrees that (i) in connection with the purchase and sale of the Bonds and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and not as the agents or fiduciaries of Union Pacific; (ii) the Underwriters have not assumed a fiduciary responsibility in favor of Union Pacific with respect to: (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliates of the Underwriters, have advised or are currently advising the Union Pacific on other matters) or (b) any other obligation to the Union Pacific except the obligations expressly set forth in the Bond Purchase Agreements and in this Letter of Representation; and (i) Union Pacific has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

3. Union Pacific will undertake, pursuant to the Use and Operating Agreement and its Continuing Disclosure Agreement, to provide certain annual financial and operating information.

[Signature page follows]

Very truly yours,

The Union Pacific Railroad Company

By: _____
Title:

Accepted as of the date hereof:

J.P. Morgan Securities LLC

On its own behalf and as Representative of
RBC Capital Markets, LLC
Goldman Sachs & Co. LLC
Samuel A. Ramirez & Co., Inc.
Siebert Williams Shank & Co., LLC

By: _____
Name: Michael Carlson
Title: Managing Director

Alameda Corridor Transportation Authority

By: _____
Name: Michael Leue
Title: Chief Executive Officer

EXHIBIT C

Letterhead of the Port of Los Angeles

LETTER OF REPRESENTATION

May __, 2022

J.P. Morgan Securities LLC,
as Representative of the Underwriters
560 Mission Street, Floor 3
San Francisco, California 94105

Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

The Alameda Corridor Transportation Authority (the “Authority”) proposes to issue the \$[] aggregate principal amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”), and \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds” and together with the Series 2022A Bonds, the Series 2022B Bonds, and the Series 2022C Bonds, the “Bonds”), pursuant to a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture, dated as of May 1, 2016, and the Eleventh Supplemental Trust Indenture, dated as of May 1, 2016 (collectively, the “Prior Supplemental Indentures”), and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, and the Fourteenth Supplemental Trust Indenture each to be dated as of [], 2022 (the “Twelfth Supplemental Trust Indenture,” the “Thirteenth Supplemental Trust Indenture,” and the “Fourteenth Supplemental Trust Indenture,” respectively) and by the Fifteenth Supplemental Trust Indenture, to be dated as of [], 2023 (the “Fifteenth Supplemental Trust Indenture,” and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, the Fourteenth Supplemental Trust Indenture, and the Fifteenth Supplemental Trust Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National

Association (or its predecessor-in-interest), as trustee (the “Trustee”).

The Authority, BNSF Railway Company (“BNSF”), the Union Pacific Railroad Company (“Union Pacific” and together with BNSF, the “Railroads”), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles”), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” and together with the Port of Los Angeles, the “Ports”), have entered into that certain Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Use and Operating Agreement”), pursuant to which the Railroads have agreed to pay certain fees and charges for the use of the Rail Corridor and the Ports have agreed to make certain Shortfall Advances on the terms and subject to the conditions set forth therein. Certain revenues and other moneys to be derived by the Authority in connection with the Use and Operating Agreement are being pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds.

The Bonds are being sold pursuant to one or more Bond Purchase Agreements, of even date herewith (the “Purchase Agreements”), between the Authority and J.P. Morgan Securities LLC, as representative (the “Representative”) of the Underwriters named therein.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreements or in the Use and Operating Agreement, as applicable.

1. To induce the Authority and the Representative to enter into the Purchase Agreements and the Underwriters to purchase and reoffer the Bonds as contemplated in the Purchase Agreements, the Port of Los Angeles hereby represents and agrees with each of you as follows:

(a) the information relating to the Port of Los Angeles in the Preliminary Official Statements of the Alameda Corridor Transportation Authority relating to the Bonds, each dated [], 2022, as amended prior to the date hereof (the “Preliminary Official Statements”), and in the Official Statements relating to the Bonds, each to be dated on or about [], 2022 (the “Official Statements”), under the headings “THE PORTS,” “CONTINUING DISCLOSURE—The Authority and the Ports” and “AUTHORITY REVENUES—Recent Cargo Throughput and Revenue Collections” in Appendix A and in Appendix B, has been provided to the Authority by the Port of Los Angeles for use in the Preliminary Official Statement and the Official Statement and was or is, as of its date, and will be, as of the Closing Date and, as applicable, as of the Settlement Date, true and correct, and such information includes certain financial statements and other historical information with respect to the Port of Los Angeles, which fairly present the financial position of the Port of Los Angeles as of the dates indicated and the results of its operations, for the periods therein specified, and are in conformity with generally accepted accounting principles applicable to the Port of Los Angeles applied on a consistent basis, and there has been no material adverse change in the financial condition or results of operations of the Port of Los Angeles since the date thereof;

(b) since the date of the Port of Los Angeles’s audited financial statements included in the Preliminary Official Statement and in the Official Statement, neither the Port of Los Angeles nor any of its divisions has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement; and there has not been any material adverse change affecting

the financial position or results of operations of Port of Los Angeles, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement;

(c) the City of Los Angeles has been duly incorporated and is a validly existing charter city under the laws of the State of California, with power and authority vested in its Board of Harbor Commissioners to manage its properties, and to conduct its business as described in the Preliminary Official Statement and in the Official Statement;

(d) this Letter of Representation and the Continuing Disclosure Certificates have been duly authorized, executed and delivered by the Port of Los Angeles and, assuming the due execution and delivery thereof by the other parties thereto, as applicable, constitute the legal, valid and binding obligations of the Port of Los Angeles enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought; and the Use and Operating Agreement and the Use Permit (collectively, the "Port Agreements") constitute legal, valid and binding obligations of the Port of Los Angeles enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought;

(e) the execution and delivery by the Port of Los Angeles of this Letter of Representation and the Continuing Disclosure Certificates, the performance by the Port of Los Angeles of its obligations hereunder and under the Continuing Disclosure Certificates and the Port Agreements, and the consummation of the transactions herein and therein contemplated do not and will not (i) conflict with any of the terms, conditions or provisions of the Charter of the City of Los Angeles, or (ii) conflict with, result in a material breach of or constitute a material default under any of the terms or conditions of any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Port of Los Angeles is a party, or any laws, judgment, decree, rules or regulations applicable to Port of Los Angeles of any court or other governmental body or any other applicable requirement of law, except for conflicts, breaches or defaults which, individually or in the aggregate, would not materially and adversely affect the Port of Los Angeles's ability to perform its obligations under this Letter of Representation, the Continuing Disclosure Certificates and the Port Agreements; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body was or is required for the execution and delivery of, and performance by the Port of Los Angeles of its obligations under this Letter of Representation, the Continuing Disclosure Certificates and the Port Agreements or the consummation by the Port of Los Angeles of the transactions contemplated herein or therein;

(f) there are no legal or governmental proceedings pending to which the Port of Los Angeles or any of its divisions is a party or of which any property of the Port of Los Angeles or any of its divisions is the subject, which the Port of Los Angeles has reasonable cause to believe will, either individually or in the aggregate, have a material adverse effect on the current or future financial position or results of operations of the Port of Los Angeles; and, to the best of the Port of Los Angeles's knowledge, no such proceedings are threatened by governmental authorities or threatened by others;

(g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of the Port of Los Angeles's knowledge, threatened against the Port of Los Angeles contesting or affecting the

powers of the Port of Los Angeles with respect to, or the validity or enforceability of, or any authority for, this Letter of Representation, the Continuing Disclosure Certificates and the Port Agreements;

(7) the Port of Los Angeles is not in material breach of or in material default under any of the Port Agreements, and to its knowledge, the Port of Los Angeles is not in material breach of or in material default under any loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Port of Los Angeles is, or on or after the date of the Closing will be, a party or to which the Port of Los Angeles or any of its properties or assets is otherwise subject, and no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default or event of default under any such agreement, law, regulation or instrument.

2. The Port of Los Angeles will undertake, pursuant to the Use and Operating Agreement and the Continuing Disclosure Certificates, to provide certain annual financial and operating information and to provide notices upon the occurrence of certain enumerated events. The form of this undertaking is set forth in the Continuing Disclosure Certificates included as Appendix H in each Preliminary Official Statement and in each Official Statement. During the previous five years, the Port of Los Angeles has not failed to comply in any material respect with any of its previous undertakings under Rule 15c2-12.

3. The Port of Los Angeles acknowledges and agrees that (i) in connection with the purchase and sale of the Bonds and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and not as the agents or fiduciaries of the Port of Los Angeles; (ii) the Underwriters have not assumed a fiduciary responsibility in favor of the Port of Los Angeles with respect to: (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliates of the Underwriters, have advised or are currently advising the Port of Los Angeles on other matters) or (b) any other obligation to the Port of Los Angeles except the obligations expressly set forth in the Bond Purchase Agreement and in this Letter of Representation; and (iii) the Port of Los Angeles has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

4. The Port of Los Angeles hereby approves the Authority's obtaining of a debt service reserve surety policy, as permitted by the Indenture, in lieu of funding the Debt Service Reserve Account for some or all of the Bonds with bond proceeds, by obtaining a surety policy from a surety provider whose credit rating is at least "A" or better from at least one nationally recognized rating agency, notwithstanding the provisions of Section 7.3(k) of the Use and Operating Agreement, or any other provision thereof.

5. At the Closing, the Port of Los Angeles shall cause to be delivered to you the opinion of counsel to the Port of Los Angeles referred to in Paragraph [10(d)(xiii)] of each Purchase Agreement.

6. No representation or covenant herein shall be deemed to be the representation or covenant of any official, officer, agent or employee of the Port of Los Angeles in his or her individual capacity.

Very truly yours,

**THE CITY OF LOS ANGELES, BY ITS BOARD
OF HARBOR COMMISSIONERS**

By: _____
Title:

Accepted as of the date hereof:

J.P. Morgan Securities LLC

On its own behalf and as Representative of
RBC Capital Markets, LLC
Goldman Sachs & Co. LLC
Samuel A. Ramirez & Co., Inc.
Siebert Williams Shank & Co., LLC

By: _____
Name: Michael Carlson
Title: Managing Director

Alameda Corridor Transportation Authority

By: _____
Name: Michael Leue
Title: Chief Executive Officer

EXHIBIT D

Letterhead of the Port of Long Beach

LETTER OF REPRESENTATION

_____, 2022

J.P. Morgan Securities LLC,
as Representative of the Underwriters
560 Mission Street, Floor 3
San Francisco, California 94105

Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

The Alameda Corridor Transportation Authority (the “Authority”) proposes to issue the \$[] aggregate principal amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”), and \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds” and together with the Series 2022A Bonds, the Series 2022B Bonds, and the Series 2022C Bonds, the “Bonds”), pursuant to a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture, dated as of May 1, 2016, and the Eleventh Supplemental Trust Indenture, dated as of May 1, 2016 (collectively, the “Prior Supplemental Indentures”), and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, and the Fourteenth Supplemental Trust Indenture, each to be dated as of [], 2022 (the “Twelfth Supplemental Trust Indenture,” the “Thirteenth Supplemental Trust Indenture,” and the “Fourteenth Supplemental Trust Indenture,” respectively), and by the Fifteenth Supplemental Trust Indenture, to be dated as of [], 2023 (the “Fifteenth Supplemental Trust Indenture,” and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, the Fourteenth Supplemental Trust Indenture, and the Fifteenth Supplemental Trust Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association (or its predecessor-in-interest), as trustee (the “Trustee”).

The Authority, BNSF Railway Company (“BNSF”), the Union Pacific Railroad Company (“Union Pacific” and together with BNSF, the “Railroads”), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles”), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” and together with the Port of Los Angeles, the “Ports”) have entered into that certain Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Use and Operating Agreement”), pursuant to which the Railroads have agreed to pay certain fees and charges for the use of the Rail Corridor and the Ports have agreed to make certain Shortfall Advances on the terms and subject to the conditions set forth therein. Certain revenues and other moneys to be derived by the Authority in connection with the Use and Operating Agreement are being pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds.

The Bonds are being sold pursuant to one or more Bond Purchase Agreements, of even date herewith (the “Purchase Agreements”), between the Authority and J.P. Morgan Securities LLC, as representative (the “Representative”) of the Underwriters named therein.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreements or in the Use and Operating Agreement, as applicable.

1. To induce the Authority and the Representative to enter into the Purchase Agreements and the Underwriters to purchase and reoffer the Bonds as contemplated in the Purchase Agreements, the Port of Long Beach hereby represents and agrees with each of you as follows:

(a) the information relating to the Port of Long Beach in the Preliminary Official Statements of the Alameda Corridor Transportation Authority relating to the Bonds, each dated [], 2022, as amended prior to the date hereof (the “Preliminary Official Statements”), and in the Official Statements relating to the Bonds, each to be dated on or about [], 2022, as the same may be amended or supplemented (the “Official Statements”), under the headings “THE PORTS,” “CONTINUING DISCLOSURE—The Authority and the Ports” and “AUTHORITY REVENUES—Recent Cargo Throughput and Revenue Collections” in Appendix A and in Appendix C, has been provided to the Authority by the Port of Long Beach for use in the Preliminary Official Statement and the Official Statement and was or is, as of its date, and will be, as of the Closing Date and, as applicable, as of the Settlement Date, true and correct, and such information includes certain financial statements and other historical information with respect to the Port of Long Beach, which fairly present the financial position of the Port of Long Beach as of the dates indicated and the results of its operations, for the periods therein specified, and are in conformity with generally accepted accounting principles applicable to the Port of Long Beach applied on a consistent basis, and there has been no material adverse change in the financial condition or results of operations of the Port of Long Beach since the date thereof;

(b) since the date of the Port of Long Beach’s audited financial statements included in the Preliminary Official Statement and in the Official Statement, neither the Port of Long Beach nor any of its divisions has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement; and, there has not been any material

adverse change affecting the financial position or results of operations of Port of Long Beach, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement;

(c) the City of Long Beach has been duly incorporated and is a validly existing charter city under the laws of the State of California, with power and authority vested in its Board of Harbor Commissioners to manage its properties, and to conduct its business as described in the Preliminary Official Statement and in the Official Statement;

(d) this Letter of Representation and the Continuing Disclosure Certificates have been duly authorized, executed and delivered by the Port of Long Beach and, assuming the due execution and delivery thereof by the other parties thereto, as applicable, constitute the legal, valid and binding obligations of the Port of Long Beach enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought; and the Use and Operating Agreement and the Use Permit (collectively, the "Port Agreements") constitute legal, valid and binding obligations of the Port of Long Beach enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought;

(e) the execution and delivery by the Port of Long Beach of this Letter of Representation and the Continuing Disclosure Certificates, the performance by the Port of Long Beach of its obligations hereunder and under the Continuing Disclosure Certificates and the Port Agreements, and the consummation of the transactions herein and therein contemplated do not and will not (i) conflict with any of the terms, conditions or provisions of the Charter of the City of Long Beach, or (ii) conflict with, result in a material breach of or constitute a material default under any of the terms or conditions of any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Port of Long Beach is a party, or any laws, judgment, decree, rules or regulations applicable to Port of Long Beach of any court or other governmental body or any other applicable requirement of law, except for conflicts, breaches or defaults which, individually or in the aggregate, would not materially and adversely affect the Port of Long Beach's ability to perform its obligations under this Letter of Representation, the Continuing Disclosure Certificates and the Port Agreement; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body was or is required for the execution and delivery of, and performance by the Port of Long Beach of its obligations under this Letter of Representation, the Continuing Disclosure Certificates and the Port Agreements or the consummation by the Port of Long Beach of the transactions contemplated herein or therein;

(f) there are no legal or governmental proceedings pending to which the Port of Long Beach or any of its divisions is a party or of which any property of the Port of Long Beach or any of its divisions is the subject, which the Port of Long Beach has reasonable cause to believe will, either individually or in the aggregate, have a material adverse effect on the current or future financial position or results of operations of the Port of Long Beach; and, to the best of the Port of Long Beach's knowledge, no such proceedings are threatened by governmental authorities or threatened by others;

(g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of the Port of Long Beach's knowledge, threatened against the Port of Long Beach contesting or affecting the powers of the Port of Long Beach with respect to, or the validity or enforceability of, or any authority for, this Letter of Representation, the Continuing Disclosure Certificates or the Port Agreements;

(h) the Port of Long Beach is not in material breach of or in material default under any of the Port Agreements, and to its knowledge, the Port of Long Beach is not in material breach of or in material default under any loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Port of Long Beach is, or on or after the date of the Closing will be, a party or to which the Port of Long Beach or any of its properties or assets is otherwise subject, and no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default or event of default under any such agreement, law, regulation or instrument.

2. The Port of Long Beach will undertake, pursuant to the Use and Operating Agreement and the Continuing Disclosure Certificates, to provide certain annual financial and operating information and to provide notices upon the occurrence of certain enumerated events. The form of this undertaking is set forth in the Continuing Disclosure Certificates included as Appendix H in each Preliminary Official Statement and in each Official Statement. During the previous five years, the Port of Long Beach has not failed to comply in any material respect with any of its previous undertakings under Rule 15c2-12.

3. The Port of Long Beach acknowledges and agrees that (i) in connection with the purchase and sale of the Bonds and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and not as the agents or fiduciaries of the Port of Long Beach; (ii) the Underwriters have not assumed a fiduciary responsibility in favor of the Port of Long Beach with respect to: (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliates of the Underwriters, have advised or are currently advising the Port of Long Beach on other matters) or (b) any other obligation to the Port of Long Beach except the obligations expressly set forth in the Bond Purchase Agreement and in this Letter of Representation; and (iii) the Port of Long Beach has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

4. The Port of Long Beach hereby approves the Authority's obtaining of a debt service reserve surety policy, as permitted by the Indenture, in lieu of funding the Debt Service Reserve Account for some or all of the Bonds with bond proceeds, by obtaining a surety policy from a surety provider whose credit rating is at least "A" or better from at least one nationally recognized rating agency, notwithstanding the provisions of Section 7.3(k) of the Use and Operating Agreement, or any other provision thereof.

5. At the Closing, the Port of Long Beach shall cause to be delivered to you the opinion of counsel to the Port of Long Beach referred to in Paragraph [10(d)(xiii)] of each Purchase Agreement.

6. No representation or covenant herein shall be deemed to be the representation or covenant of any official, officer, agent or employee of the Port of Long Beach in his or her individual capacity.

Very truly yours,

**City of Long Beach, California, acting by and
through its Board of Harbor Commissioners**

By: _____
Title:

Accepted by:

J.P. Morgan Securities LLC

On its own behalf and as Representative of
RBC Capital Markets, LLC
Goldman Sachs & Co. LLC
Samuel A. Ramirez & Co., Inc.
Siebert Williams Shank & Co., LLC

By: _____
Name: Michael Carlson
Title: Managing Director

Alameda Corridor Transportation Authority

By: _____
Name: Michael Leue
Title: Chief Executive Officer

EXHIBIT E

PROPOSED FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

_____, 2022

[TO COME]

EXHIBIT F

FORM OF SUPPLEMENTAL OPINION OF SPECIAL TAX COUNSEL

[TO COME]

EXHIBIT G
FORM OF DISCLOSURE COUNSEL LETTER

_____, 2022

[TO COME]

EXHIBIT H

FORM OF OPINION OF UNDERWRITERS' COUNSEL

_____, 2022

J.P. Morgan Securities LLC
San Francisco, California

RBC Capital Markets, LLC
Los Angeles, California

Goldman Sachs & Co. LLC
San Francisco, California

Samuel A. Ramirez & Co., Inc.
Los Angeles, California

Siebert Williams Shank & Co., LLC
San Francisco, California

Re: Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A and Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B

Ladies and Gentlemen:

We have acted as legal counsel to you in connection with the purchase of the above-referenced bonds (the "Bonds") pursuant to a Bond Purchase Agreement, dated ____, 2022 (the "Bond Purchase Agreement"), between J.P. Morgan Securities LLC, acting on behalf of itself and as representative of RBC Capital Markets, LLC, Goldman Sachs & Co. LLC, Samuel A. Ramirez & Co., Inc. and Siebert Williams Shank & Co., LLC (the "Underwriters") and the Alameda Corridor Transportation Authority (the "Authority"). The Bonds are to be issued pursuant to a Master Trust Indenture, dated as of January 1, 1999, as amended and supplemented (the "Master Trust Indenture"), including as supplemented by the Twelfth Supplemental Trust Indenture, dated as of ____, 2022 (the "Twelfth Supplemental Indenture") and by the Thirteenth Supplemental Trust Indenture, dated as of ____, 2022 (the "Thirteenth Supplemental Indenture" and together with the Twelfth Supplemental Indenture and the Master Indenture, the "Indenture"), each between the Authority and U.S. Bank Trust Company, National Association (or its predecessor-in-interest), as trustee (the "Trustee"); Resolution No. JPA-22-__, adopted by the Governing Board of the Authority on ____, 2022 (the "2022 Resolution"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

In rendering our opinion, we have examined originals or copies certified or otherwise identified to our satisfaction of (i) the Indenture, (ii) the Preliminary Official Statement, dated ____, 2022, with respect to the Bonds (the "Preliminary Official Statement"), (iii) the Official Statement, dated ____, 2022, with respect to the Bonds (the "Official Statement"), (iv) the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the "Operating Agreement"), among the Authority, the BNSF Railway Company ("BNSF"), the Union Pacific Railroad Company ("Union Pacific" and together with BNSF, the "Railroads"), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the "Port of Los Angeles"), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the "Port of Long Beach" and together with

the Port of Los Angeles, the “Ports”); (v) the Bond Purchase Agreement; (vi) the letters of representation, dated May 11, 2016, from each of BNSF, Union Pacific, the Port of Los Angeles and the Port of Long Beach (collectively, the “Letters of Representation”); (vii) the Continuing Disclosure Certificate, dated ____, 2022, of the Authority and each of the Ports with respect to the Bonds (the “Continuing Disclosure Certificate”); (viii) the continuing disclosure agreements, each dated May ____, 2016, between the Trustee and each of the Railroads (collectively, the “Railroad Disclosure Agreements” and together with the Continuing Disclosure Certificate and paragraph 2 of each of the Letters of Representation, the “Continuing Disclosure Agreement”); certificates of the Authority, the Trustee, the Railroads, the Ports and others; (ix) the letters, certificates and opinions delivered to you pursuant to the provisions of in Paragraph 10(d) of the Purchase Agreement and (x) such other documents, certificates, instructions and records as we have considered necessary or appropriate as a basis for our opinion. We have not reviewed and we do not assume any responsibility for any electronic version of the Preliminary Official Statement or the Official Statement. For all purposes of this letter, we have assumed that any electronic versions of the Preliminary Official Statement or the Official Statement are identical in all respects to the printed versions of the Preliminary Official Statement and the Official Statement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

In arriving at the opinions and conclusions hereinafter expressed, we are not expressing any opinion or view on, and with your permission are assuming and relying on, without independent assessment or inquiry, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein, including (without limitation) any representations and legal conclusions regarding the valid existence of the Authority, the due authorization, issuance, delivery, validity and enforceability of the Bonds and the exclusion of interest on the Bonds from gross income for federal income tax purposes, and the legality, validity and enforceability of the Operating Agreement, the Indenture, the Continuing Disclosure Agreement and any laws, documents and instruments that may be related to the authorization, issuance, payment or security of the Bonds. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

Based upon and subject to the foregoing, we are of the opinion that:

(i) the provisions of the Continuing Disclosure Agreement, executed in connection with the Bonds, complies with the requirements of Rule 15c2-12 promulgated under the Securities Act of 1934, as amended (the “Rule”), to provide certain annual financial information and event notices to various information repositories at the times and as required by the Rule; and

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

Although we have not undertaken to check the accuracy, completeness or fairness of, or verified the information that is contained in the Preliminary Official Statement and the Official Statement and are, therefore, unable to make any representation to you in that regard, we have participated in conferences with your representatives and representatives of the Authority, including O’Melveny & Myers LLP, as Bond Counsel, Nixon Peabody LLP, as Special Tax Counsel and Sheppard, Mullin, Richter & Hampton LLP as Disclosure Counsel to the Authority, the Office of the City Attorney of the City of Los Angeles, California and the Office of the City Attorney of the City of

Long Beach, California, in their capacities as the Co-General Counsel of the Authority, PFM Financial Advisors LLC, the Authority's Municipal Advisors, Kutak Rock LLP, as disclosure counsel to each of the Ports, and others, during which conferences the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed. Based upon the information that was made available to us in the course of our participation as counsel to you in such conferences, our review of the documents that are referred to above, our reliance on the documents, certificates, instructions and records and the opinions of counsel that are described above and our understanding of applicable law, we advise you as a matter of fact, but not opinion, (i) no information has come to the attention of the attorneys in the firm representing the Underwriters in this matter which caused us to believe that the Preliminary Official Statement as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion contained in the Preliminary Official Statement, the information in the appendices to the Preliminary Official Statement, information permitted to be omitted from the Preliminary Official Statement pursuant to the Rule, or any information about book-entry or DTC included therein, as to which no opinion or view is expressed) and (ii) that no information has come to the attention of the attorneys in the firm representing the Underwriters in this matter which caused us to believe that the Official Statement as of its date contained, or as of the date hereof contains, any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, the information in the appendices to the Official Statement, or any information about book-entry or DTC included therein, as to which no opinion or view is expressed). Moreover, in providing such advice and assistance we provided no independent diligence of, and express no view with respect to, compliance by the Authority with any obligation to file annual reports or provide notice of events, each as described in the Rule. We further advise you that, other than reviewing the various certificates and opinions required by the Bond Purchase Agreement, we have not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Preliminary Official Statement as of its date and the Official Statement as of the date hereof.

By acceptance of this letter you recognize and acknowledge that: (a) the advice herein is based on certain limited activities that were performed by specific attorneys in our firm in our role as counsel to the Underwriters; (b) the scope of the activities that were performed by such attorneys in our role as counsel to the Underwriters and for purposes of delivering such advice was inherently limited and does not purport to encompass all activities that are necessary for compliance by you or others with applicable state and federal securities laws; and (c) the activities that were performed by such attorneys in our role as counsel to the Underwriters rely in part on representations, warranties, certifications and opinions of other parties to the transaction, including representations, warranties and certifications made by the Underwriters.

This letter is being rendered solely for your benefit in connection with the offering by the Underwriters of the Bonds and is not to be used, circulated, quoted or otherwise referred to for any other purpose without our prior written consent. This letter may not be relied upon by owners of the Bonds. This letter is limited to matters governed by the laws of the State of California and federal securities laws, and we assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction. We express no opinion with respect to the validity of the Bonds, the tax

treatment of the interest thereon or the compliance with, or applicability of, any “blue sky” laws of any state as they relate to the offer or sale of the Bonds.

Our engagement with respect to the Bonds terminates as of the date hereof. We have not undertaken any duty, and expressly disclaim any responsibility, to render advice as to events occurring after the date hereof with respect to the Bonds or other matters discussed in the Preliminary Official Statement and the Official Statement. This letter is not intended to be, and may not be, relied upon by owners of Bonds, the owners of any beneficial ownership interest therein or by any other party to whom it is not addressed.

Very truly yours,

EXHIBIT I

FORM OF ISSUE PRICE CERTIFICATE

This certificate is furnished by, J.P. Morgan Securities LLC acting on behalf of itself and as Representative (the “Representative”) of RBC Capital Markets, LLC, Goldman Sachs & Co. LLC, Samuel A. Ramirez & Co., Inc. and Siebert Williams Shank & Co., LLC (each an “Underwriter” and, together with the Representative, the “Underwriting Group”), in connection with the Bond Purchase Agreement dated _____, 2022 (the “Purchase Agreement”), between the Underwriters and the Alameda Corridor Transportation Authority (the “Issuer”) for the sale \$_____ Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Bonds”).

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. ***Sale of the Maturities.*** [As of the date of this certificate, for each Maturity, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Appendix I hereto.]

[OR: If at least 10% of each maturity sold at initial offering price to the public at pricing:

(a) As of the Sale Date, all of the Bonds were the subject of a bona fide offering to the Public for purchase at the respective initial offering prices listed in Schedule 1 hereto (the “Initial Offering Prices”). A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule 2.

(b) As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule 1 hereto.]

2. [Delete if at least 10% of each Maturity sold per above:] [***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Representative offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule 1 hereto (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule 2.

(b) As set forth in the Purchase Agreement, the Representative agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, the Representative would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement will contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement will contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, the Representative has not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Defined Terms.***

(a) [General Rule Maturities means those Maturities of the Bonds listed in Schedule I hereto as the “General Rule Maturities.”

(b) Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule I hereto as the “Hold-the-Offering-Price Maturities” (if any).

(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriters sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) Issuer means the Alameda Corridor Transportation Authority.

(e) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2022.

(h) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the Underwriters to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Nixon Peabody LLP, as special tax counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

Dated: _____, 2022.

J.P. MORGAN SECURITIES LLC,
as Representative of the Underwriters

By: _____
Authorized Officer

APPENDIX I TO SCHEDULE II
MATURITIES

SCHEDULE 1
UNDERWRITERS

J.P. Morgan Securities LLC
RBC Capital Markets, LLC
Goldman Sachs & Co. LLC
Samuel A. Ramirez & Co., Inc.
Siebert Williams Shank & Co., LLC

SCHEDULE 2

BOND TERMS

\$ _____
**TAX-EXEMPT SENIOR LIEN REVENUE REFUNDING BONDS
 SERIES 2022A**

\$ _____ Series 2022A Current Interest Bonds

<i>Maturity Date (October 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>10% Test Used</i>	<i>Hold- the- Offering- Price Rule Used</i>
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\$ _____ Series 2022A Capital Appreciation Bonds

<i>Maturity Date (October 1)</i>	<i>Initial Amount</i>	<i>Yield to Maturity</i>	<i>Accretion Rate</i>	<i>Initial Amount per \$5,000 Accreted Amount at Maturity</i>	<i>10% Test Used</i>	<i>Hold- the- Offering- Price Rule Used</i>
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\$_____ Series 2022A Convertible Capital Appreciation Bonds

<i>Maturity Date (October 1)</i>	<i>Initial Amount</i>	<i>Yield to Maturity</i>	<i>Accretion Rate</i>	<i>Initial Amount per \$5,000 Accreted Amount at Maturity</i>	<i>10% Test Used</i>	<i>Hold- the- Offering- Price Rule Used</i>
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\$ _____
**TAXABLE SENIOR LIEN REVENUE REFUNDING BONDS
 SERIES 2022B**

\$ _____ **Series 2022B Current Interest Bonds**

<i>Maturity Date (October 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>
--------------------------------------	-----------------------------	--------------------------	--------------	--------------

\$ _____ **Series 2022B Capital Appreciation Bonds**

<i>Maturity Date (October 1)</i>	<i>Initial Amount</i>	<i>Accretion Rate</i>	<i>Yield to Maturity</i>	<i>Initial Amount per \$5,000 Accreted Amount at Maturity</i>
--------------------------------------	---------------------------	---------------------------	------------------------------	---

\$ _____ **Series 2022B Convertible Capital Appreciation Bonds**

<i>Maturity Date (October 1)</i>	<i>Initial Amount</i>	<i>Accretion Rate</i>	<i>Yield to Maturity</i>	<i>Initial Amount per \$5,000 Accreted Amount at Maturity</i>
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Redemption Provisions:

Series 2022A Bonds

Optional Redemption. The Series 2022A Capital Appreciation Bonds maturing on and after October 1, 20__ are not subject to optional redemption and the Series 2022A Capital Appreciation Bonds maturing on and after October 1, 20__ are subject to optional redemption, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022A Capital Appreciation Bonds as of the date fixed for redemption.

The Series 2022A Current Interest Bonds maturing on or before October 1, 20__ are not subject to optional redemption, and the Series 2022A Current Interest Bonds maturing on and after October 1, 20__ are subject to optional redemption, on any date on or after October 1, ____, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the principal amount of such Series 2022A Current Interest Bonds so redeemed plus accrued interest to the date fixed for redemption, without premium.

The Series 2022A Convertible Capital Appreciation Bonds maturing on or before October 1, 20__ are not subject to optional redemption, and the Series 2022A Convertible Capital Appreciation Bonds maturing on and after October 1, 20__ are subject to optional redemption, on any date on or after October 1, ____, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022A Convertible Capital Appreciation Bonds as of the date fixed for redemption.

The Series 2022B Bonds maturing on and after [October 1, 20__] are not subject to optional redemption and the Series 2022B Bonds maturing on and after [October 1, 20__] are subject to optional redemption, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the [Accreted Value on such Series 2022B Bonds as of the date fixed for redemption].

Mandatory Sinking Fund Redemption. The Series 2022A Capital Appreciation Bonds maturing on October 1, [____] are subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective Accreted Values set forth below, in each case at a redemption price equal to the Accreted Value thereof, as of the date fixed for redemption:

Mandatory Redemption Date (October 1)	Accreted Value to be Redeemed
†	
†Maturity	

The Series 2022A Current Interest Bonds maturing on October 1, [___] are subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:

Mandatory Redemption Date (October 1)	Principal Amount to be Redeemed
--	--

†

†Maturity

The Series 2022A Convertible Capital Appreciation Bonds maturing on October 1, [___] are subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective [principal amounts] set forth below, in each case at a redemption price equal to the [principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption]:

Mandatory Redemption Date (October 1)	Principal Amount to be Redeemed
--	--

†

†Maturity

Extraordinary Redemption. The Series 2022A Bonds are subject to extraordinary redemption as provided for in the Master Indenture and as described in the Preliminary Official Statement and in the Official Statement.

Series 2022B Bonds

Make-Whole Optional Redemption. The Series 2022B Bonds are subject to redemption at the option of the Issuer at any time in whole or in part, at redemption price equal to the greater of:

- (1) 100% of the principal amount of the Series 2022B Bonds to be redeemed; or
- (2) the sum of the present value of the remaining scheduled payments of principal and interest to the stated maturity date of such Series 2022B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Series 2022B Bonds are to be redeemed, discounted to the date on which such Series 2022 Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (defined below) plus [___] basis points, plus, in each case, accrued interest on such Series 2022B Bonds to be redeemed to but not including the redemption date.

Mandatory Sinking Fund Redemption. The Series 2022B Capital Appreciation Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective Accreted Values set forth below, in each case at a redemption price equal to the Accreted Value thereof, as of the date fixed for such redemption:

Mandatory Redemption Date (October 1)	Accreted Value to be Redeemed
†	
†Maturity	

The Series 2022B Current Interest Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:

Mandatory Redemption Date (October 1)	Principal Amount to be Redeemed
†	
†Maturity	

The Series 2022B Convertible Capital Appreciation Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective [principal amounts] set forth below, in each case at a redemption price equal to the [principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption]:

Mandatory Redemption Date (October 1)	Principal Amount to be Redeemed
†	
<hr/>	
†Maturity	

Extraordinary Redemption. The Series 2022B Bonds are subject to extraordinary redemption as provided for in the Master Indenture and as described in the Preliminary Official Statement and in the Official Statement.

SCHEDULE 3

OPERATING AGREEMENTS

Amended and Restated Joint Exercise of Powers Agreement, dated as of December 18, 1996, between the City of Long Beach, California and the City of Los Angeles, California, as amended by the First Amendment to Amended and Restated Joint Exercise of Powers Agreement, dated as of July 1, 2006 (collectively, the “Joint Powers Agreement”)

Use Permit, dated October 12, 1998 (the “Use Permit”), between the Authority and the Ports

Alameda Corridor Dispatching Agreement, dated as of January 30, 2002, by and among the Authority and the Railroads, as amended (the “Dispatching Agreement”)

Alameda Corridor Maintenance Agreement (Rail Corridor and Non-Rail Components), dated as of dated as of May 1, 2019, by and between the Authority and RailWorks Track Services, Inc., as amended (collectively, the “Maintenance Agreement”)

Alameda Corridor Police and Security Services Agreement, dated as of October 15, 2002, between the Authority and the Railroads, as amended (the “Security Services Agreement”)

Agreement Between the Alameda Corridor Transportation Authority and the Alameda Corridor Engineering Team, dated as of January 1, 1996, as amended (collectively, the “ACET Agreement”)

RRIF Financing Agreement, dated as of June 21, 2012 (the “2012 Financing Agreement”), between the Authority and the United States of America, represented by the Secretary of Transportation acting through the Administrator of the Federal Railroad Administration

EXHIBIT D-2

FORM OF BOND PURCHASE AGREEMENT (2022C)

[to be attached]

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

\$ _____
TAX-EXEMPT SECOND
SUBORDINATE LIEN
REVENUE REFUNDING BONDS, SERIES
2022C

BOND PURCHASE AGREEMENT

_____, 2022

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

J.P. Morgan Securities LLC, on behalf of itself and as representative (the “Representative”) of the underwriters listed in Schedule 1 hereto (collectively with the Representative, the “Underwriters”), hereby offers to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with the Alameda Corridor Transportation Authority (the “Authority”), whereby the Underwriters will purchase and the Authority will sell the Bonds (as defined and described below). The offer made hereby is subject to receipt by the Underwriters of (i) the documents referred to in Paragraph 5 hereof and (ii) the letters of representation, dated the date hereof and in the forms attached hereto as Exhibits A through D (collectively, the “Letters of Representation”), from BNSF Railway Company (“BNSF”), the Union Pacific Railroad Company (“Union Pacific” and together with BNSF, the “Railroads”), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles”), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” and together with the Port of Los Angeles, the “Ports”), and is subject to acceptance by the Authority by execution and delivery of this Purchase Agreement to the Representative at or prior to 9:00 P.M., California time, on the date first above written. If such documents are not received or if this offer is not so accepted, this offer will be subject to withdrawal by the Underwriters upon notice delivered to the Chief Financial and the Chief Executive Officer of the Authority by the Representative at any time prior to such receipt and the acceptance hereof by the Authority. Upon the receipt of such documents and the acceptance of this offer in accordance with the terms hereof, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Authority and the Underwriters.

Capitalized terms in this Purchase Agreement that are not otherwise defined shall have the meanings given to such terms in the Indenture herein after mentioned.

1. Purchase and Sale. Upon the terms and conditions and in reliance upon the representations and agreements hereinafter set forth, the Underwriters hereby agree, jointly and severally, to purchase from the Authority for offering to the public, and the Authority hereby agrees to sell and deliver to the Underwriters for such purpose, all (but not less than all) of \$_____ aggregate

principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Bonds”), to be dated the date of the Closing (as hereinafter defined). The Bonds shall accrue or accrete interest at the rates, shall mature (subject to prior redemption) on the dates and in the amounts and shall be subject to redemption as shown on Schedule 2 hereto. The Bonds will be issued as (i) current interest bonds, (ii) capital appreciation bonds and (iii) convertible capital appreciation bonds.

[Payment when due of the principal of and interest or the Initial Amount on the Bonds maturing on October 1, 20__ [and bearing interest at ___% or having the accreted values set forth in Schedule 2], and October 1, 20__ [and bearing interest at ___% or having the accreted values set forth in Schedule 2 (collectively, the “Insured Bonds”) shall be insured by _____ (the “Insurer”).]

The aggregate purchase price for the Bonds (the “Purchase Price”) shall be \$_____ (representing the aggregate principal amount or Initial Amount of the Bonds, [plus/less original issue premium/discount] of \$_____ and less Underwriters’ discount of \$_____).

2. The Bonds; Purpose of Issue. The Bonds shall be issued under and secured by a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture, dated as of May 1, 2016, the Eleventh Supplemental Trust Indenture, dated as of May 1, 2016 (collectively, the “Prior Supplemental Indentures”), and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Indenture and the Fourteenth Supplemental Trust Indenture, each to be dated as of ___ 1, 2022 (the “Twelfth Supplemental Indenture,” the “Thirteenth Supplemental Indenture” and the “Fourteenth Supplemental Indenture,” respectively, and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Twelfth Supplemental Indenture, Thirteenth Supplemental Indenture and the Fourteenth Supplemental Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank National Association, as trustee (the “Trustee”), and pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500 thereof (the “Act”). The execution and delivery by the Authority of the Master Indenture and the Prior Supplemental Indentures were authorized by the Governing Board of the Authority (the “Board”) pursuant to Resolution No. JPA-26-98, adopted by the Board on October 14, 1998, as supplemented by Resolution No. JPA-30-98, adopted by the Board on December 17, 1998, Resolution No. JPA-3-03, adopted by the Board on July 10, 2003, Resolution No. JPA-1-04, adopted by the Board on February 5, 2004, Resolution No. JPA-12-1, adopted by the Board on June 14, 2012, Resolution No. JPA-12-3, adopted by the Board on November 8, 2012, Resolution No. JPA-13-1, adopted by the Board on January 10, 2013, Resolution No. JPA-16-2, adopted by the Board on March 10, 2016 and Resolution No. JPA-16-3, adopted by the Board on April 14, 2016 (collectively, the “Prior Resolutions”). The issuance of the Bonds and the execution and delivery by the Authority of the Fourteenth Indenture were authorized by the Board pursuant to Resolution No. JPA-22-___, adopted by the Board on ____, 2022 the “2022 Resolution” and the 2022 Resolution together with the Prior Resolutions, the “Resolutions”).

As described in further detail below, the Bonds purchased pursuant to this Purchase Agreement are being issued (i) to pay the purchase price to all holders of the Authority’s outstanding Tax-Exempt

Second Subordinate Lien Revenue Refunding Bonds, Series 2016B (the “Series 2016B Bonds”), who elect to tender such Series 2016B Bonds to the Authority and for which the Authority accepts such tender; (ii) [in exchange for all of the Series 2016B Bonds that the qualified holders of such Series 2016B Bonds elect to exchange with the Authority;] (iii) to fund a deposit to the debt service reserve account for the Series 2022C Bonds and to purchase a debt service reserve fund surety policy for the Series 2022C Bonds (the “2022 Reserve Account Surety Policy”); (iv) to purchase a municipal bond insurance policy for a portion of the Series 2022C Bonds; and (v) to pay costs of issuing the Bonds and costs associated with the tender of the Series 2016B Bonds.

The Authority has invited the holders of all of its outstanding Series 2016B Bonds for purchase or[, in the case of institutional holders or sophisticated municipal market professionals, for exchange,] as more fully described in the Invitation to Tender Bonds, dated _____, 2022 (the “Invitation”).

[Subject to the terms of the Invitation, the Authority will issue its Bonds in exchange for the Series 2016B Bonds tendered for exchange and accepted by the Authority pursuant to the Invitation (the “Exchanged Bonds”).]

Subject to the terms of the Invitation, the Authority will apply the proceeds of the Bonds sold pursuant to this Purchase Agreement (the “Purchased Bonds”) to refund and discharge the Series 2016B Bonds tendered for purchase and accepted by the Authority pursuant to the Invitation.

All of the Bonds being offered, [whether for exchange under the Invitation or] for sale under this Purchase Agreement are described in the Preliminary Official Statement and Official Statement[, and the issuance of the Exchanged Bonds will occur concurrently with issuance of the Purchased Bonds]. J.P. Morgan Securities LLC and RBC Capital Markets, LLC (collectively, the “Dealer Managers”) are serving as dealer managers for the tender [and exchange] under the Invitation pursuant to a Dealer Manager Agreement with the Authority, dated _____, 2022 (the “Dealer Manager Agreement”), and will be paid compensation under such agreement separate and apart from any compensation received hereunder. [As the Official Statement describes all Bonds, [whether offered for exchange or sale,] for the convenience of the parties, the Authority acknowledges that all representations and warranties made hereunder to the Underwriters and all certificates and opinions delivered hereunder for the benefit of the Underwriters are also made for the benefit of, or will be delivered, to the Dealer Manager. As it relates to the Exchanged Bonds, the Dealer Manager Agreement is made solely for the benefit of the Dealer Managers and the Authority and any partner, director, officer, agent, employee, controlling person or affiliate, and their respective successors, assigns, and legal representatives; and no other person, including Goldman Sachs & Co. LLC, Samuel A. Ramirez & Co., Inc. and Siebert Williams Shank & Co., LLC, shall acquire or have any right or obligation under or by virtue of the Dealer Manager Agreement.]

3. Authority of Representative; No Fiduciary Relationship.

(a) The Representative has been duly authorized by the Underwriters to execute this Purchase Agreement and to act hereunder by and on behalf of the Underwriters.

(b) The individual executing this Purchase Agreement on behalf of the Representative has been duly authorized by the Representative to execute this Purchase Agreement on behalf of the Representative.

(c) The Authority acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Authority and the Underwriters, and the Underwriters have financial and other interests that differ from those of the Authority, (ii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the Authority and have not assumed any advisory or fiduciary responsibility to the Authority with respect to the transaction contemplated herein and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Authority on other matters) or any other obligation to the Authority except the obligations expressly set forth in this Purchase Agreement; and (iii) the Authority has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

4. Purchase. It shall be a condition to the Authority's obligations to sell and to deliver the Bonds to the Underwriters and to the Underwriters' obligations to purchase, to accept delivery of and to pay for the Bonds at the Closing that the entire aggregate principal amount or Initial Amount of the Bonds referred to in Paragraph 1 shall be issued, sold and delivered by the Authority and purchased, accepted and paid for by the Underwriters.

5. Preliminary Official Statement; Official Statement; and Accountants' Letter.

(a) In connection with the public offering and sale of the Bonds, the Authority hereby ratifies, confirms and approves the use and distribution by the Underwriters prior to the date hereof of the Preliminary Official Statement relating to the Bonds, dated ____, 2022, and including the cover page, the Appendices thereto and any documents incorporated therein by reference, the "Preliminary Official Statement"). The Authority has "deemed final" and hereby deems final the Preliminary Official Statement for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12. The Representative and the Authority each confirms it agreed to the preparation and distribution of the Preliminary Official Statement in printed and electronic form.

(b) The Authority shall provide to the Underwriters within seven (7) business days after the date of this Purchase Agreement, but in any event at least three (3) business days prior to the date of the Closing and in sufficient time to accompany any confirmation that requests payment from any customer and in sufficient time to enable the Underwriters to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the Municipal Securities Rulemaking Board (the "MSRB"), copies of a final Official Statement dated as of the date hereof (which shall be substantially in the form of the Preliminary Official Statement, with the addition of the pricing information and only such other changes as shall have been accepted by the Representative and including the Appendices thereto and any documents incorporated therein by reference being hereinafter called the "Official Statement") in the quantities requested by the Underwriters to enable the Underwriters to comply with the requirements of the MSRB and Rule 15c2-12, provided, that the Underwriters shall be responsible for paying the costs of printing Official Statements in excess of 500. The Authority authorizes the Representative to file the Official Statement with the MSRB through its Electronic Municipal Market Access System ("EMMA") within one (1) business day after receipt of printed copies of the Official Statement and if any amendments or supplements to the Official Statement are prepared by the Authority and delivered to the Underwriters in accordance with Paragraph 8(e), the Authority authorizes the Representative to make required filings of such amendments or supplements to the Official Statement with the MSRB or its designee. The Authority hereby agrees to deliver to the Underwriters an electronic copy of the Official Statement in a form that permits the Underwriters to

satisfy their obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (“SEC”). The Authority and the Representative each confirms that it does not object to the distribution of the Official Statement in electronic form. The Authority hereby authorizes and approves the use and distribution by the Underwriters of the Official Statement in connection with the public offering and sale of the Bonds.

(c) On or prior to the date of this Purchase Agreement, the Authority shall deliver or cause to be delivered to the Underwriters one copy of the letter of Moss Adams LLP, dated ____, 2022, in form and substance satisfactory to the Representative consenting to the inclusion of the audited financial statements of the Authority and Moss Adams LLP’s report thereon in Appendix A to the Preliminary Official Statement and to references to its name and to its report in the Preliminary Official Statement.

6. Public Offering. The Underwriters intend to make a *bona fide* public offering of all of the Bonds initially at prices set forth in Schedule 2; however, the Underwriters reserve the right to change such initial public offering prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the Bonds (but in all cases subject to the requirements of Paragraph 7 hereof), and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters at prices lower than the public offering prices or yields greater than the yields set forth therein (but in all cases subject to the requirements of Paragraph 7 hereof).

7. Establishment of the Issue Price.

(a) The Representative, on behalf of the Underwriters, agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at Closing (as hereinafter defined) an “issue price” or similar certificate, substantially in the form attached hereto as Exhibit I, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable opinion of the Representative, the Authority and Nixon Peabody LLP, Special Tax Counsel (“Special Tax Counsel”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Authority under this Paragraph to establish the issue price of the Bonds may be taken on behalf of the Authority by the Authority’s municipal advisor identified herein and any notice or report to be provided to the Authority may be provided to the Authority’s municipal advisor.

(b) Except as otherwise set forth in Schedule 2 attached hereto, the Authority will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Representative shall report to the Authority the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly report to the Authority the prices at which Bonds of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriters’ reporting obligation after the Closing date may be at reasonable periodic intervals or otherwise upon request of the Representative, the Authority or Special Tax Counsel. For purposes of this Paragraph, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule 2 attached hereto, except as otherwise set forth therein. Schedule 2 also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Authority and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Representative confirms that:

(i) Any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the date of Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the date of Closing may be at reasonable periodic intervals or otherwise upon request of the Representative, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires,

(B) to promptly notify the Representative of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an Underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) Any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the date of Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter or dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the date of Closing may be at reasonable periodic intervals or otherwise upon request of the Representative or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority acknowledges that, in making the representations set forth in this Paragraph, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event that a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Paragraph. Further, for purposes of this Paragraph:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial

sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

8. Representations and Agreements of the Authority. The Authority represents to and agrees with the Underwriters that, as of the date hereof and as of the date of the Closing:

(a) (i) the Board has full legal right, power and authority to adopt the 2022 Resolution; (ii) the Authority has full legal right, power and authority (A) to accept the Letters of Representation and to enter into and to execute and deliver this Purchase Agreement, the Fourteenth Supplemental Indenture, the Tax and Compliance Certificate relating to the Bonds, to be dated the date of Closing (the “Tax Certificate”), and the Continuing Disclosure Certificate, to be dated the date of Closing (the “Continuing Disclosure Certificate” and together with the Purchase Agreement, the Fourteenth Supplemental Indenture, the Escrow Agreement, and the Tax Certificate and the 2022 Resolution, the “2022 Documents” and together with the Indenture, the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Use and Operating Agreement”), among the Authority, the Railroads and the Ports, and the DTC Letter of Representations mentioned below, the “Transaction Documents”), and to comply with all terms and conditions thereof, to collect and pledge the Revenues to the payment of the Bonds as provided in the Indenture, to collect and apply the M & O Charges (as defined in the Use and Operating Agreement) and to observe, perform and consummate the covenants, agreements and transactions provided for in the 2022 Resolution, the Indenture, this Purchase Agreement and the other Transaction Documents and in the agreements listed in Schedule 3 hereto (the “Operating Agreements” and together with the Transaction Documents, the “Authority Documents”) and described in the Preliminary Official Statement and in the Official Statement; (B) to operate the Rail Corridor; and (C) to issue the Bonds for the purposes described in the Official Statement and in the Indenture and to issue, sell and deliver the Bonds to the Underwriters as provided herein; (iii) by all necessary official action, the Authority has authorized, ratified, approved and “deemed final” the Preliminary Official Statement and has duly authorized and approved the Official Statement, has authorized the execution of the Official Statement, has approved and ratified the delivery of the Preliminary Official Statement and the Official Statement to the Underwriters, the distribution of the Preliminary Official Statement by the Underwriters to potential purchasers of the Bonds and the distribution of the Official Statement by the Underwriters to potential purchasers and purchasers of the Bonds; and (iv) the Authority has duly executed the Official Statement.

(b) the Board has duly adopted the Resolutions at meetings duly noticed, called and held pursuant to applicable law and at each of which a quorum was present and acting throughout,

and the Resolutions are in full force and effect and have not been amended, modified, rescinded or repealed; the Authority Documents are in full force and effect and have not been amended except as described in the Official Statement; by all necessary official action, the Authority has duly authorized and approved the issuance and sale of the Bonds, the execution and delivery of, and the observance and performance by the Authority of its covenants and agreements contained in, this Purchase Agreement and the other Authority Documents, and the consummation by it of all other transactions contemplated therein to have been performed or consummated at or prior to the Closing; and the Authority has complied, and at the Closing will be in compliance in all respects, with its obligations in connection with the issuance of the Bonds on its part contained in the Authority Documents;

(c) the Preliminary Official Statement was as of its date, and is, as of the date hereof, true and correct, with the exception of information relating to the pricing and sale of the Bonds and other information permitted to be omitted pursuant to the Rule, deemed final pursuant to Rule 15c2-12 and other than information concerning The Depository Trust Company (“DTC”) and its book-entry system, [the Insurer], the City of Los Angeles, California (the “City of Los Angeles”) and the City of Long Beach, California (the “City of Long Beach” and together with the City of Los Angeles, the “Cities”) and information under the headings “THE PORTS,” “THE RAILROADS,” [“THE SERIES 2022 BOND INSURER,”] “RATINGS” [(with respect to the ratings assigned to the Insurer)], “FINANCIAL STATEMENTS” (with respect to information about the Ports), “CONTINUING DISCLOSURE—The Authority and the Ports” (with respect to information about the Ports) and “—The Railroads” and “UNDERWRITING” and in Appendices B, C, D, F, G, I and J (as to all of which no representation is made) and did not, as of its date, and does not, as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(d) the Official Statement is as of its date, and will be, as of the date of Closing, true and correct, other than information concerning DTC and its book-entry system, [the Insurer], the prices or yields on the Bonds stated on the inside front cover of the Official Statement, CUSIP numbers and the Cities and information under the headings “THE PORTS,” “THE RAILROADS,” [“THE SERIES 2022 BOND INSURER,”] “RATINGS” [(with respect to the ratings assigned to the Insurer)], “FINANCIAL STATEMENTS” (with respect to information about the Ports), “CONTINUING DISCLOSURE—The Authority and the Ports” (with respect to information about the Ports) and “—The Railroads” and “UNDERWRITING” and in Appendices B, C, D, F, G, I and J (as to all of which no representation is made), and does not as of the date hereof and will not as of the date of Closing contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and if the Official Statement is supplemented or amended pursuant to Paragraph 8(e), the Official Statement, as so amended or supplemented, will be true and correct and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no representation is or will be made as to the information contained in the Official Statement, as so amended or supplemented, regarding DTC and its book-entry system, [the Insurer], the Cities, the prices or yields on the Bonds stated on the inside front cover of the Official Statement, CUSIP numbers, and information under the headings “THE PORTS,” “THE RAILROADS,” “THE SERIES 2022 BOND INSURER,” “RATINGS” [(with respect to the ratings assigned to the Insurer)], “FINANCIAL STATEMENTS” (with respect to information about the Ports), “CONTINUING DISCLOSURE—The Authority and the Ports” (with respect to information about the Ports) and “—The Railroads” and “UNDERWRITING” and in Appendices B, C, D, F, G, I and J);

(e) (A) if, between the date of this Purchase Agreement and the earlier of (i) 90 days following the “end of the underwriting period” (as such term is defined in Rule 15c2-12) or (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days following the end of the underwriting period, any event shall occur or any new or pre-existing fact or condition shall become known that might or that would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall promptly notify the Underwriters thereof and if, in the reasonable opinion of the Representative or the Authority, such event, fact or condition requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority at its expense will supplement or amend the Official Statement and shall provide to the Underwriters copies of such amendment or supplement in quantities sufficient to enable the Underwriters to comply with the rules of the MSRB; and, in connection with any such event or any such amendment or supplement, the Authority agrees to provide to the Underwriters prior written notice of any such supplement or amendment and to provide or to cause to be provided such additional certificates and opinions of counsel as the Representative shall request to evidence the accuracy and completeness of the Official Statement, including any amendment or supplement thereto, and (B) between the date of this Purchase Agreement and the end of the underwriting period, the Authority shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without prior written notice to the Underwriters. The Authority may assume that the end of the underwriting period has occurred at the time of the Closing unless the Representative or another Underwriter notifies the Authority in writing on or prior to the Closing that there exists an unsold balance of the Bonds for sale to the public, in which case the end of the underwriting period shall be 25 days after the Closing;

(f) the Authority is a validly existing joint powers authority of the State of California (the “State”) established under the Act;

(g) between the date hereof and at the time of Closing, except as disclosed in the Preliminary Official Statement and in the Official Statement, the Authority will not without the prior written consent of the Representative offer or issue any bonds or securities with a lien on Revenues on a parity with or superior to the lien of the Bonds, or offer or issue to any party other than the Underwriters any bonds or securities in lieu of the Bonds and will not, without prior written consent of the Representative, offer or issue any other bonds, notes or other obligations for borrowed money or incur any other material liabilities, direct or contingent, other than in the ordinary course of its business;

(h) the Authority is not in breach of or in default under any of the Transaction Documents, the effects of which would affect the financial or business operations of the Authority, the security for the Bonds or the Authority’s ability to pay the Bonds, and the Authority is not in material breach of or in material default under any of the other Authority Documents; the Authority is not in material breach of or in material default under (A) any applicable constitutional provision, law or administrative regulation of the State or the United States of America or any agency or instrumentality of either or any applicable judgment or decree or (B) any other loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Authority is, or on the date of the Closing will be, a party or to which the Authority or any of its properties or assets is otherwise subject; and no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a breach of or default under the Transaction Documents or a material breach of or default or event of material default under any other such agreement, law, regulation or instrument,

or that would constitute a breach of or a default or an event of default under the Indenture, the Bonds, the Use and Operating Agreement or this Purchase Agreement; the adoption of the 2022 Resolution, the issuance, sale and delivery of the Bonds, and the execution and delivery of this Purchase Agreement, the other 2022 Documents and the Bonds and the observance and performance of the provisions thereof will not conflict with or constitute a breach of or default by the Authority under any constitutional provision, law, administrative regulation, judgment, court decree, loan agreement, indenture, bond, note, resolution, or other material agreement or instrument to which the Authority is subject, or by which it or any of its properties is bound, nor will any such adoption, execution, delivery, observance or performance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever by the Authority upon any of its properties or under the terms of any such law, regulation or instrument, except as provided by the Bonds, the Indenture and the 2022 Resolution;

(i) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending with respect to which the Authority has been served with process or, to the best of the Authority's knowledge after due investigation, threatened, against the Authority affecting the existence of the Authority or the Board or the titles of its officers to their respective offices or affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds or the collection by the Authority of Revenues pledged or to be pledged to pay the principal of and premium, if any, and interest on the Bonds or the pledge thereof or the application of the proceeds of the sale of the Bonds or the collection and application of M & O Charges, or contesting or affecting the powers of the Authority with respect to, or the validity or enforceability of, or any authority for, any of the Transaction Documents or contesting the powers of the Authority or any authority of the Authority for the issuance of the Bonds or the adoption of the 2022 Resolution or the execution and delivery of the 2022 Documents or performance by the Authority of its obligations under the 2022 Documents and the other Transaction Documents, or seeking to restrain or enjoin or otherwise to affect the operation of the Rail Corridor, or contesting the tax-exempt status of the interest on the Bonds, or contesting or challenging the consummation of the transactions contemplated in the Transaction Documents or any of its obligations under the Transaction Documents, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or asserting that the Preliminary Official Statement or the Official Statement contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or that might result in a material adverse change in the operations of the Rail Corridor or in the financial condition of the Authority or its ability to pay the Bonds, nor, to the best knowledge of the Authority, is there any basis for any action, suit proceeding, inquiry or investigation of the nature described in this clause; the Authority shall advise the Representative promptly of the institution of any legal or regulatory proceedings of which its Co-General Counsel is aware prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering or sale of the Bonds;

(j) the Authority shall furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters as may be requested: (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the Underwriters and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and shall cooperate with the Underwriters to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Authority

shall not be required to execute any general or special consents to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction;

(k) the Bonds, if and when issued and delivered in accordance with the Indenture and the 2022 Resolution and sold to the Underwriters as provided herein, and this Purchase Agreement and the other 2022 Documents when executed and delivered, will be legal, valid and binding obligations of the Authority, enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought and to the limitations on the exercise of legal remedies against public agencies in the State of California; the owners of the Bonds will be entitled to the benefits of the Indenture; upon such issuance and delivery of the Bonds, the Indenture will provide, for the benefit of the owners from time to time of the Bonds, a legally valid and binding lien and charge upon Revenues, and none of the Ports, the Railroads or any creditor of any of them have or shall have any claim on payments made or to be made under the Use and Operating Agreement or to any other Revenues except as specifically provided and subject to the terms and conditions of the Indenture;

(l) all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, court, board, agency or commission having jurisdiction of the matter which are required to be obtained by the Authority for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due observance and performance by the Authority of its obligations in connection with, the issuance and sale of the Bonds under the Indenture and this Purchase Agreement, the execution and delivery of the 2022 Documents, the operation of the Rail Corridor, or the performance by the Authority of its obligations under the Transaction Documents, have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds, as to which no representation is made; and all approvals, consents and authorizations related to the issuance and sale of the Bonds and the performance by the Authority of its obligations under the Indenture required to have been obtained pursuant to the Transaction Documents from the Ports, the Railroads and any other person have been obtained;

(m) the financial statements and other historical financial information of the Authority contained in the Preliminary Official Statement and in the Official Statement fairly present the financial position of the Authority as of the dates indicated and the results of its operations, for the periods therein specified, and, as described independent auditor's report, are in conformity with generally accepted accounting principles applicable to the Authority applied on a consistent basis, and there has been no material adverse change in the financial condition or results of operations of the Authority since the respective dates;

(n) any certificate signed by any official of the Authority and delivered to the Representative or to the Underwriters pursuant hereto or in connection herewith shall be deemed to be a representation by the Authority (and not of such official in his or her individual capacity) to each of the Underwriters as to the statements made therein;

(o) the Authority has never defaulted in the payment of principal of or interest on any of its debt obligations;

(p) the Authority has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Authority is a bond issuer upon whose arbitrage certificates a bondowner may not rely;

(q) within the past five years, the Authority has not failed to comply in any material respects with its past continuing undertakings pursuant to Paragraph (b)(5) of Rule 15c2-12;

(r) in order to assist the Underwriters in complying with Rule 15c2-12, the Authority will undertake, pursuant to the Indenture and the Continuing Disclosure Certificate, the form of which is included in the Preliminary Official Statement and in the Official Statement as Appendix H, to provide certain annual financial information and to provide notices upon the occurrence of certain events;

(s) the Authority has obtained or caused to be obtained all insurance policies required under the Authority Documents for the Project (as defined in the Indenture), and the premiums thereon have been paid, and the Authority will obtain or cause to be obtained all other insurance policies as and when required under the Authority Documents;

(t) the Authority has obtained all material permits required to be obtained for the operation of the Project, all of which are in full force and effect, and the Authority has no reason to believe that the permits that cannot be obtained for the operation of the Project as of the date hereof or that must be renewed in the future will not be obtained or renewed when required; and

(u) since the date of the latest audited financial statements included in the Preliminary Official Statement and in Official Statement, the Authority has not sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement; and there has not been any material change in the long-term debt of the Authority or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position or results of operations of the Authority, other than as disclosed in the Preliminary Official Statement and in the Official Statement.

9. Closing. At ___ A.M., California time, on ___, 2022, or at such other date and time as shall have been mutually agreed upon by the Authority and the Representative, and subject to the terms of this Purchase Agreement, the Authority shall deliver or cause to be delivered: (i) to DTC (or to the Trustee in accordance with DTC's Fast Automated Securities Transfer System), the Bonds in definitive form duly executed by the Authority as described below; and (ii) to the Underwriters at the offices of O'Melveny & Myers LLP ("Bond Counsel") in Los Angeles, California (or at such other location as may be designated by the Representative and approved by the Authority), the other documents noted in Paragraph 10(d) hereof, and subject to the terms and conditions contained herein, the Underwriters shall accept such delivery and pay to the Trustee for the account of the Authority the Purchase Price of the Bonds in immediately available funds. Such payment and delivery is referred to herein as the "Closing."

The Representative shall order CUSIP identification numbers, and the Authority shall cause such CUSIP identification numbers to be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and to pay for the Bonds in accordance with the terms of this

Purchase Agreement. The Bonds shall be prepared and delivered for inspection by the Representative at least one business day prior to the date of the Closing and shall be in the form of one certificate for each series, maturity and interest rate, fully registered in the name of Cede & Co., as nominee of DTC.

10. Closing Conditions. The obligations of the Underwriters hereunder shall be subject to the performance by the Authority of its obligations hereunder at or prior to the Closing and are also subject to the following conditions:

(a) the representations of the Authority contained or incorporated herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing as if made on the date of Closing;

(b) the representations of the Railroads and of the Ports contained or incorporated in the Letters of Representation shall be true, complete and correct on the date hereof and on and as of the date of the Closing as if made on the date of Closing;

(c) at the time of the Closing (i) the Resolutions and the Authority Documents shall be in full force and effect and shall not have been amended, modified or supplemented after the date of the Official Statement except as shall have been agreed to in writing by the Representative; and (ii) the Authority shall have performed its obligations required under or specified in the Resolutions and in the Authority Documents to be performed at or prior to the Closing; and

(d) at or prior to the Closing, the Underwriters shall receive the following documents, in each case reasonably satisfactory in form and substance to the Representative:

(i) the Official Statement, duly executed on behalf of the Authority by the Authority's Chief Executive Officer or by his authorized designee;

(ii) the 2022 Documents, duly executed and delivered by the respective parties thereto;

(iii) certified copies of all of the other Authority Documents with only such changes or amendments thereto after the date hereof as may have been agreed to in writing by the Representative;

(iv) copy of the Authority's Blanket Letter of Representations to DTC;

(v) the legal opinion of Bond Counsel, dated the date of the Closing and addressed to the Authority, substantially in the form set forth in Appendix G of the Official Statement, and a letter or letters addressed to the Trustee, [the Insurer] and the Underwriters to the effect that the Trustee, [the Insurer] and the Underwriters may rely upon such opinion as if it were addressed to the Trustee, [the Insurer] and the Underwriters;

(vi) the legal opinion of Special Tax Counsel, dated the date of the Closing and addressed to the Authority, substantially in the form set forth in Appendix G of the Official Statement, and a letter or letters addressed to the Trustee, [the Insurer] and the Underwriters to the effect that the Trustee, [the Insurer] and the Underwriters may rely upon such opinion as if it were addressed to the Trustee, [the Insurer] and the Underwriters;

(vii) a supplemental opinion, dated the date of the Closing and addressed to the Underwriters [and the Insurer], of Bond Counsel substantially in the form attached hereto as Exhibit E;

(viii) a supplemental opinion, dated the date of the Closing and addressed to the Underwriters [and the Insurer], of Special Tax Counsel substantially in the form attached hereto as Exhibit F;

(ix) an opinion, dated the date of Closing and addressed to the Authority and the Trustee, of Bond Counsel delivered pursuant to Sections 8.02(a) of the Master Indenture to the effect that the Fourteenth Supplemental Indenture are authorized or permitted by the Master Indenture and shall, upon the execution and delivery thereof, be valid and binding upon the Authority in accordance with its terms, together with a reliance letter addressed to the Underwriters;

(x) the defeasance opinion of Bond Counsel with respect to the Refunded 2013A Bonds and the Refunded 1999C Bonds, addressed to the Authority and the Underwriters;

(xi) A letter, dated as of the date of Closing and addressed to the Underwriters, of Sheppard, Mullin, Richter & Hampton LLP, as Disclosure Counsel, substantially in the form attached hereto as Exhibit G;

(xii) an opinion, dated the date of Closing and addressed to the Underwriters, the Trustee [and the Insurer], of Co-General Counsel of the Authority, solely in such counsel's official capacity and not in any personal capacity, to the effect that:

(a) the Authority is a joint powers authority of the State duly created under the Act and is in compliance in all material respects with the provisions of the Act in respect of the issuance and sale of the Bonds and the execution and delivery of the Fourteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, and the Purchase Agreement and the performance of its obligations thereunder;

(b) the Board has power and authority under the Act and the Joint Powers Agreement to adopt the 2022 Resolution and the 2022 Resolution were duly adopted at meetings duly noticed, called and held;

(c) the Authority has power and authority (A) to execute and deliver the Fourteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, and the Purchase Agreement, (B) to issue, sell and deliver the Bonds to the Underwriters as provided in the Indenture and the Purchase Agreement, (C) to authorize and to approve the use and distribution of the Preliminary Official Statement and the execution, use and distribution of the Official Statement and (D) to operate the Rail Corridor, to collect and pledge the Revenues, to collect and apply the M & O Charges and to carry out and consummate all other transactions contemplated in the Authority Documents;

(d) to the best knowledge of such Co-General Counsel, after due investigation, the Authority is not in breach of or in default under the any of the Transaction Documents and is not in material breach of or in material default under any of the other Authority Documents;

(e) to the best knowledge of such Co-General Counsel, after due investigation, the Authority is not in material breach of or in material default under any applicable constitutional provision, law or administrative regulation of the State or the United States of America or any agency or instrumentality of either or any applicable judgment or decree or any other loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Authority is, or on or after the date of the Closing will be, a party or to which the Authority or any of its properties or assets is otherwise subject, and to the best knowledge of such Co-General Counsel, after due investigation, no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default or event of default by the Authority under any such agreement, law, regulation or instrument;

(f) the adoption of the 2022 Resolution and the execution and delivery of the Bonds, the Fourteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, and the Purchase Agreement and the observance and performance of the provisions thereof will not conflict with or constitute a breach of or default by the Authority under any constitutional provision, law, administrative regulation, judgment, court decree, loan agreement, indenture, bond, note, resolution or other agreement or instrument to which the Authority is subject, or by which it or any of its properties is bound, nor will any such adoption, execution, delivery, observance or performance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever by the Authority or upon any of its properties or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Authority Documents;

(g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending with respect to which the Authority has been served with process or, to such Co-General Counsel's knowledge after due investigation, threatened, against the Authority affecting the existence of the Authority or the Board or the titles of its officers to their respective offices; affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds, the collection by the Authority of Revenues pledged to pay the principal of and premium, if any, and interest on the Bonds or the pledge thereof, the application of the proceeds of the sale of the Bonds or the collection and application of M & O Charges; contesting or affecting the powers of the Authority with respect to, or the validity or enforceability of, or any authority for, any of the Authority Documents, contesting the powers of the Authority or any authority of the Authority for the issuance of the Bonds or the adoption of the 2022 Resolution or the execution and delivery of the Purchase Agreement, the Fourteenth Supplemental Indenture, the Escrow Agreement, the Continuing Disclosure Certificate or the performance by the Authority of its obligations under any of the Authority Documents; seeking to restrain or enjoin or otherwise to affect the operation of the Rail Corridor; contesting the tax-exempt status of the interest on the Bonds; contesting or challenging the consummation of the transactions contemplated in the Authority Documents or the Authority's ability to collect and pledge the Revenues to the payment of the Bonds as provided in the Indenture, to collect and apply the M & O Charges or to pay the Bonds or any of its obligations under the Authority Documents; contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or asserting that the Preliminary Official Statement or the Official Statement contains or contained any untrue statement of a material fact or omits or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or that might result in a material adverse change in the operations of the Rail Corridor or in the financial condition of the Authority or its ability to pay the Bonds; nor, to the best knowledge of such counsel, is there any basis for any action, suit proceeding, inquiry or investigation of the nature described in this clause;

(h) all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, court, board, agency or commission having jurisdiction of the matter which are required to be obtained by the Authority for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due observance and performance by the Authority of its obligations in connection with, the issuance and sale of the Bonds under the Indenture and the Purchase Agreement, the execution and delivery of the Bonds, the Fourteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, the Official Statement or the Purchase Agreement, the operations of the Rail Corridor, or the performance by the Authority of its obligations under the Authority Documents, have been duly obtained (except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds as to which no opinion need be given); and all approvals, consents and authorizations required to have been obtained under the Authority Documents from the Railroads, the Ports and from any other person in connection with the issuance of the Bonds have been obtained;

(i) the execution and delivery by the Authority of, and performance by the Authority of its obligations under, the Bonds, the Fourteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, and the Purchase Agreement were duly authorized, and the Bonds, the Fourteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, and the Purchase Agreement have been duly executed and delivered and are legal, valid and binding obligations of the Authority enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public agencies in the State of California and, in the case of indemnification provisions in this Purchase Agreement, except as enforcement thereof may be limited by federal securities laws and public policy;

(j) the Authority has duly authorized the delivery of the Preliminary Official Statement and the Official Statement to the Underwriters and the distribution by the Underwriters of the Preliminary Official Statement to potential purchasers of the Bonds and of the Official Statement to potential purchasers and purchasers of the Bonds; and in addition, such Co-General Counsel shall state in a separate letter or letters dated the date of the Closing and addressed to the Underwriters that, based upon the participation of such counsel in the preparation of the Preliminary Official Statement and the Official Statement as Co-General Counsel of the Authority, such Co-General Counsel has no reason to believe that the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the date of Closing, (except for any financial, statistical, demographic or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion and except for any information concerning DTC and its book-entry system, [the Insurer,] the tax treatment of the Bonds and information concerning the Cities, CUSIP numbers, the prices and yields on the Bonds shown on the inside cover of the Official Statement, information under the headings "THE PORTS" and "THE RAILROADS," and information under the headings ["THE SERIES 2022 BOND INSURER,," "RATINGS" [(but only with respect to the ratings assigned to the Insurer)], "TAX MATTERS," "UNDERWRITING," "CONTINUING DISCLOSURE—The Authority and the Ports" (with respect to information about the Ports) and "—The Railroads" and "FINANCIAL STATEMENTS" (with respect to information about the Ports) and in Appendices B, C, D, F, G, I and J, as to all of which no view need be expressed) contained or contains, any untrue statement of a material fact or omitted or

omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were or are made, not misleading;

(xiii) an opinion, dated the date of Closing and addressed to the Authority, [the Insurer] and the Underwriters, of counsel to each of the Ports to the effect that: (a) the execution and delivery by the Port of the Letter of Representation and the Continuing Disclosure Certificate, and the performance by the Port of its obligations under the Continuing Disclosure Certificate and the Letter of Representation was duly authorized by the respective City, acting through its Board of Harbor Commissioners, and each of the Letter of Representation and the Continuing Disclosure Certificate was executed and delivered by such City, and the Letter of Representation, the Continuing Disclosure Certificate and each of the Port Agreements (as defined in the applicable Letter of Representation) is the legal, valid and binding obligation of, such City, enforceable in accordance with its respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and remedies generally, to the application of equitable principles where equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public agencies in the State of California; (b) to the best knowledge of such counsel, the execution and delivery of the Letter of Representation and the Continuing Disclosure Certificate and the performance by the Port of its obligations under the Letter of Representation, the Continuing Disclosure Certificate and each of the Port Agreements do not and will not, in any material respect, conflict with or constitute a breach of, or default by, the Port under any constitutional provision, law, administrative regulation, judgment, court decree, loan agreement, indenture, bond, note, resolution, or other material agreement or instrument to which the Port or the transactions contemplated in the Letter of Representation, the Continuing Disclosure Certificate and in each of the Port Agreements is subject, or by which the Port or any of its properties is bound (and of which such counsel is aware after reasonable investigation); (c) to the best knowledge of such counsel, all authorizations, approvals, consents and orders of any governmental authority, legislative body, court, board, agency or commission having jurisdiction of the matter which are required to be obtained by the Port for the due authorization, execution and delivery of, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due observance and performance by the Port of its obligations under or in connection with, the Letter of Representation, the Continuing Disclosure Certificate and each of the Port Agreements have been obtained and are in full force and effect; (d) to such counsel's knowledge after due investigation (which involved only inquiries of the City Clerk and the Executive Secretary of the Board), there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against the Port affecting the existence of the Port or the validity or enforceability of, or any authority for, the Letter of Representation, the Continuing Disclosure Certificate or any of the Port Agreements or contesting the performance by the Port of the Letter of Representation, the Continuing Disclosure Certificate or any of the Port Agreements; and (e) to the best knowledge of such counsel, the Port is not in material breach of or in material default under any of the Port Agreements;

(xiv) an opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel to the Underwriters, dated the date of Closing and addressed to the Underwriters, substantially in the form attached hereto as Exhibit H;

(xv) a certificate of the Authority, dated the date of the Closing and signed on behalf of the Authority by the Chief Executive Officer of the Authority or by his authorized designee, to the effect that (a) the representations of the Authority contained in the Purchase Agreement are true and correct in all respects on and as of the date of the Closing as if made on the date of the

Closing; (b) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending with respect to which the Authority has been served with process, or, to the best of the Authority's knowledge after due investigation, threatened, against the Authority affecting the existence of the Authority or the Board or the titles of its officers to their respective offices or affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds or the collection by the Authority of Revenues pledged to pay the principal of and premium, if any, and interest on the Bonds or the pledge thereof or the application of the proceeds of the sale of the Bonds, the collection and application of M & O Charges or contesting or affecting the powers of the Authority with respect to, or the validity or enforceability of, or any authority for, the Authority Documents or contesting the powers of the Authority or any authority of the Authority for the issuance of the Bonds or the adoption of the 2022 Resolution or the execution and delivery of the Purchase Agreement, the Fourteenth Supplemental Indenture, the Escrow Agreement, the Continuing Disclosure Certificate, the Official Statement or performance by the Authority of its obligations under the Authority Documents, or seeking to restrain or enjoin or otherwise to affect the operation of the Rail Corridor, or seeking to challenge or revoke any Permit (as defined in the Indenture), or contesting the tax-exempt status of the interest on the Bonds, or contesting or challenging the consummation of the transactions contemplated by the Authority Documents, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or asserting that the Preliminary Official Statement or the Official Statement contains or contained any untrue statement of a material fact or omits or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or that might result in a material adverse change in the operations of the Rail Corridor or in the financial condition of the Authority or its ability to pay the Bonds, nor, to the best of the Authority's knowledge, is there any basis for any action, suit proceeding, inquiry or investigation of the nature described in this clause; and (c) since the date of the Official Statement, no material adverse change in the financial condition or prospects of the Authority or the Project and no other event adversely affecting the Authority or the Project or the Authority's condition, financial or otherwise, or the Authority's ability to collect or pledge the Revenues pledged to pay the principal of and premium, if any, and interest on the Bonds or to collect and apply M & O Charges has occurred, which should be disclosed in the Official Statement in order that the Official Statement not contain an untrue statement of a material fact or omit to state a material fact or necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading;

(xvi) a certificate of each of the Ports, dated the date of the Closing and signed by the Chief Financial Officer, in the case of the Port of Los Angeles, and by the Director of Finance, in the case of the Port of Long Beach, to the effect that representations in such Port's Letter of Representation are true and correct in all respects as of date of Closing;

(xvii) a certificate of each of the Railroads, dated the date of the Closing and signed by the Chief Financial Officer or by a Vice President of such Railroad, to the effect that representations in such Railroad's Letter of Representation are true and correct in all respects as of date of Closing;

(xviii) a letter from Moss Adams LLP, dated the date of the Closing, consenting to the inclusion in the Official Statement of the report, dated ____, 2022, with respect to the audited financial statements of the Authority for the fiscal year ended June 30, 2021, include as Appendix A to the Official Statement and to the reference to Moss Adams LLP and to its report under the heading "FINANCIAL STATEMENTS" and elsewhere in the Official Statement;

(xix) copies of the items delivered on the date of this Purchase Agreement pursuant to Paragraph 5 hereof;

(xx) a certificate of the Trustee, dated the date of the Closing, in form and substance satisfactory to the Representative;

(xxi) a specimen Bond of each series, maturity and interest rate;

(xxii) a Form 8038-G executed by the Authority;

(xxiii) evidence satisfactory to the Underwriters that the [Insured Bonds have been rated “____” by S&P Global Ratings (“S&P”), and “____” by Moody’s Investors Service (“Moody’s”), with the understanding that the municipal bond insurance policy will be delivered on the date of Closing;] and evidence satisfactory to the Underwriters of the assignment of ratings on the Bonds [without taking the municipal bond insurance policy into account, of “____” by S&P, of “____” by Moody’s and of “____” by Fitch Ratings, Inc., together with a confirmation from the Authority that there has been no adverse change in or withdrawal of any of such ratings as of the date of the Closing;

(xxiv) the Invitation and the Dealer Manager Agreement;

(xxv) [a copy of the Bond Insurance Policy for the Insured Bonds issued by the Insurer;]

(xxvi) [a copy of the 2022 Reserve Account Surety Policy for the Bonds issued by the Insurer;]

(xxvii) [an opinion, dated the date of the Closing and addressed to the Authority and the Underwriters, of the General Counsel of the Insurer in form and substance satisfactory to the Representative;]

(xxviii) an opinion of Dorsey & Whitney LLP, counsel to the Trustee, dated the date of Closing and addressed to the Underwriters, [the Insurer]and the Authority, to the effect that the Trustee is authorized to enter into and has duly executed and delivered the Fourteenth Supplemental Indenture and the Escrow Agreement (the “2022 Trustee Documents”) are legal, valid and binding agreements of the Trustee, enforceable against the Trustee in accordance with their terms, that the officers of the Trustee authenticating the Bonds and executing and delivering the 2022 Trustee Documents are duly authorized to authenticate the Bonds and to execute and deliver such the 2022 Trustee Documents, and that the Bonds have been duly authenticated and delivered by the Trustee;

(xxix) copies of the Continuing Disclosure Agreements executed by the Railroads;

(xxx) such additional legal opinions, certificates, instruments, permits, consents and other documents as the Representative or Bond Counsel may reasonably request to evidence the compliance of the Authority with legal requirements, the truth and accuracy, as of the date hereof and as of the time of the Closing, of the Authority’s representations contained herein and of the statements and information contained in the Preliminary Official Statement and in Official Statement, as each may be supplemented or amended, and the due performance and satisfaction by the Authority at or prior to the time of the Closing of all agreements then to be performed and all conditions then to be satisfied by the Authority and all conditions precedent to the issuance of the Bonds pursuant

to the Indenture shall have been fulfilled and to evidence the exclusion from gross income for federal and State income tax purposes of the interest and any original issue discount on the Bonds.

11. Termination. The Underwriters may terminate this Purchase Agreement, without liability therefor, by notification by the Representative in writing to the Authority if at any time subsequent to the date of this Purchase Agreement and at or prior to the Closing:

(a) there shall occur any change or any development involving a prospective change, in or affecting the business, properties or financial condition of the Authority, the Ports, the Railroads, [the Insurer] or the Project, including from any sustained loss of or interference with their respective businesses from fire, explosion, flood or other calamity, whether or not covered by insurance or indemnities, or from any labor dispute or court or governmental action, order or decree, which, in the reasonable opinion of the Representative, materially impairs the investment quality, the marketability or the market price of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(b) legislation shall have been enacted by the Congress of the United States, or introduced by amendment or otherwise in or passed by either House of the Congress, or recommended or endorsed to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress of the United States by any committee of such House to which such legislation has been referred for consideration, or recommended or endorsed for passage or presented for consideration by the Chairman or ranking minority member of any such committee or by the Treasury Department of the United States, the Internal Revenue Service or the staff of the Joint Committee on Taxation of the Congress, or a decision shall have been rendered by a court of the United States, or the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement shall have been made by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency of appropriate jurisdiction, with respect to federal taxation of interest received on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the owners thereof, which in the reasonable opinion of the Underwriters would materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(c) there shall have occurred a declaration of war by the United States, any new outbreak of hostilities or any escalation in existing hostilities, or any other new national or international emergency, calamity, terrorism or financial crisis or the rating on the sovereign debt of the United States by any major credit rating agency is downgraded or withdrawn or an actual or imminent default or moratorium in respect of payment of any United States Treasury bills, bonds or notes or a default with respect to debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States, the effect of which, in the reasonable opinion of the Representative, would materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(d) a general banking moratorium shall have been declared by federal, New York or State authorities or a major financial crisis or material disruption in commercial banking or securities settlement, payment or clearance services shall have occurred, which, in the reasonable opinion of the Representative, would materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds

(e) there shall be in force a general suspension of trading on the New York Stock Exchange or other national securities exchange, or minimum or maximum prices for trading not in force on the date hereof shall have been fixed and be in force, or maximum ranges for prices for securities not in force on the date hereof shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(f) the New York Stock Exchange or other national securities exchange, the MSRB, the Financial Industry Regulatory Authority, or any other federal or state authority or agency shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force or not now being enforced, or increase materially those now in force, with respect to the extension of credit by, or the charges to the net capital requirements of, the Underwriters;

(g) any rating of bonds, notes or other obligations of the Authority (including, without limitation, the Bonds), the Ports, [the Insurer] or the Railroads shall have been downgraded, suspended or withdrawn, or placed on credit watch with negative outlook, by Moody's, Fitch or S&P and such action, in the reasonable opinion of the Underwriters, will materially adversely affect the marketability or the market price of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(h) any event occurring, or information becoming known which, in the reasonable opinion of the Underwriters, makes untrue or incorrect in any material respect any statement or information contained in the Official Statement (other than any statement provided by the Underwriters under the heading "UNDERWRITING"), or has the effect that the Official Statement (other than any statement provided by the Underwriters under the heading "UNDERWRITING") contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Authority refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is, in the reasonable opinion of the Underwriters, to materially adversely affect the marketability or the market price for the Bonds or the sale, at the contemplated offering prices (or yields) of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(i) any legislation, constitutional amendment, ordinance, rule, regulation or policy shall be introduced in or enacted by or issued by any governmental body, board, department or agency of the State or the United States, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered, affecting the Authority, the Ports, the Railroads or [the Insurer] which, in the reasonable opinion of the Underwriters, will materially adversely affect the marketability or the market price of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(j) any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Bonds, the 2022 Resolution, the Authority Documents or the existence or powers of the Authority with respect to its obligations under the Authority Documents; or

(k) legislation shall be enacted, or an order, decree, decision or injunction shall be issued, made or rendered by any court of the United States of competent jurisdiction, or any action,

stop order, ruling, regulation (final, temporary or proposed) or official statement shall have been issued or made by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction in the subject matter, the effect of which is (i) to require that the Bonds or other securities of the Authority be registered under the Securities Act or the Securities Exchange Act of 1934, as amended, or that the Indenture to be qualified under the Trust Indenture Act, or (ii) to make the issuance, offering or sale of the Bonds illegal.

12. Expenses.

(a) The Underwriters shall be under no obligation to pay and the Authority shall pay or cause to be paid the expenses incident to the performance of the Authority's obligations hereunder including but not limited to (i) the fees and disbursements of Bond Counsel, Special Tax Counsel, Sheppard, Mullin, Richter & Hampton LLP, as Disclosure Counsel, Co-General Counsel, Moss Adams LLP, the Verification Agent, the Trustee (in its capacity as Trustee for the Bonds), PFM Financial Advisors LLC, as municipal advisor to the Authority, counsel and financial advisors to the Ports and the Railroads and counsel to the Trustee and any other experts, accountants, lawyers or consultants retained by the Authority or the Ports or the Railroads (to the extent such fees and expenses are to be paid by any party hereto); (ii) the cost of preparation and printing and signing of the definitive Bonds and the registration thereof; (iii) the cost of preparing, printing and distributing the Preliminary Official Statement and the Official Statement and any supplements or amendments thereto; (iv) [the premiums charged by the Insurer for the Bond Insurance Policy and the 2022 Reserve Account Surety Policies and the fees and costs, if any, of counsel to the Insurer; (v)] charges of rating agencies for the ratings of the Bonds; (vi) all costs and expenses incurred in connection with any information or investor meetings held in connection with the Bonds; (vii) the cost of preparing and printing the Transaction Documents (other than this Purchase Agreement); (viii) the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure compliance review; (ix) costs associated with the tender of the Series 2016B Bonds and (x) all other out-of-pocket expenses and costs incurred by the Authority in connection with the authorization, issuance, sale and distribution of the Bonds. The Authority shall also pay for all incidental costs (including, but not limited to, transportation, lodging and meals of Authority personnel) incurred by or on behalf of the Authority in connection with the marketing and pricing of, and securing ratings for, and issuing and delivering the Bonds.

(b) The Underwriters shall pay (i) all advertising expenses incurred by them in connection with the public offering and distribution of the Bonds; and (ii) except as provided above in Paragraph 12(a), all other expenses incurred by them in connection with their public offering and distribution of the Bonds, including the fees and disbursements of Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel to the Underwriters (both of which may be included as an expense component of the Underwriters' discount).

13. Indemnification by the Authority.

(a) To the extent permitted by law, the Authority shall indemnify and hold harmless the Underwriters, and each person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) an Underwriter, and their directors, officers, agents and employees, against any and all losses, claims, damages, liabilities and expenses, joint or several, to which the Underwriters may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement or the Official Statement or arise out of or are based upon the omission or alleged omission to state therein a

material fact necessary to make the statements therein not misleading, and will reimburse the Underwriters for any legal or other expenses reasonably incurred by them in connection with investigating or defending any action or claim as such expenses are incurred, provided, however, that the Authority shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Preliminary Official Statement or the Official Statement with respect to written information furnished by any Underwriter expressly for use therein under the heading “UNDERWRITING” or in the Preliminary Official Statement or the Official Statement with respect to information regarding DTC and its book-entry system, [the Insurer,] the Cities, the yields on the Bonds stated on the inside front cover of the Official Statement, CUSIP numbers, and information under the headings “THE PORTS” and “THE RAILROADS,” and information under the headings [“THE SERIES 2022 BOND INSURER,”] “RATINGS” [(but only with respect to the ratings assigned to the Insurer)], “UNDERWRITING,” “CONTINUING DISCLOSURE—The Authority and the Ports” (with respect to information about the Ports) and “—The Railroads” and “FINANCIAL STATEMENTS” (with respect to information about the Ports) and in Appendices B, C, D, F, G, I and J. Any limitation on indemnification stated herein shall not be construed as a limitation of liability of the Authority to the Underwriters under applicable federal or state law.

(b) The Underwriters, jointly and severally, will indemnify and hold harmless the Authority, each of its Board Members, officers and employees, and each person who controls the Authority within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any and all losses, claims, damages, liabilities and expenses to which the Authority may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement or Official Statement, or arise out of or are based upon the omission or alleged omission to state therein a material fact or necessary to make the statement therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Preliminary Official Statement or the Official Statement in reliance upon and in conformity with written information furnished to the Authority by the Underwriters expressly for use under the heading “UNDERWRITING” and the sentence on page (ii) of the Preliminary Official Statement and of the Official Statement provided by the Underwriters and will reimburse the Authority for any legal or other expenses reasonably incurred by the Authority in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subparagraph (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subparagraph, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subparagraph. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subparagraph for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs

of investigation. The indemnified party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the indemnified party, unless (i) the employment of such counsel has been specifically authorized by the indemnifying party in writing prior to the employment of such counsel, or (ii) the named parties to any such action (including any impleaded parties) included both the indemnified party and the indemnifying party, and the indemnified party shall have been advised by such counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the indemnifying party and that joint representation may be inappropriate under professional standards, in which case the indemnifying party shall not have the right to assume the defense of such action on behalf of the indemnified party it being understood, however, the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related action in the same jurisdiction of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for the indemnified party, and any such firm shall be designated in writing by the indemnified party. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) if the indemnification provided for in this Paragraph 13 is unavailable to or insufficient to hold harmless an indemnified party under subparagraph (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then to the extent permitted by law each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Authority on the one hand and the Underwriters on the other from the offering of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subparagraph (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Authority on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Authority on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Authority or the Trustee bear to the total underwriting discounts received by the Underwriters, in each case as set forth in the Official Statement. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Authority on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Authority and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subparagraph (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subparagraph (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subparagraph shall be

deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subparagraph (d), no Underwriter shall be required to contribute any amount in excess of the amount of underwriting discount received by it. The Underwriters' obligations in this subparagraph (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) The obligations of the Authority under this Paragraph 13 shall be in addition to any liability that the Authority may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of each Underwriter or to each person, if any, who controls any Underwriter within the meaning of the Securities Act and the obligations of the Underwriters under this Paragraph 13 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Authority or to each person, if any, who controls the Authority within the meaning of the Securities Act. No agreement or obligation of the Authority contained in this Paragraph 13 shall be deemed to be an obligation or indebtedness of the Ports or of either Port.

14. Notices. Any notice or other communication to be given to the Authority under this Purchase Agreement (other than the acceptance hereof as specified in Paragraph 1 hereof) may be given by delivering the same in writing to 3760 Kilroy Airport Way, Suite 200, Long Beach, California 90806, Attention: Kevin Scott, Chief Financial Officer; any notice or other communication to be given to the Underwriters under this Purchase Agreement may be given by delivering the same in writing to J.P. Morgan Securities LLC, 560 Mission Street, Floor 3, San Francisco, California 94105, Attention: Michael Carlson, Managing Director.

15. Use of Documents. The Authority hereby authorizes, ratifies and approves the Underwriters' use, in connection with the public offering and sale of the Bonds, of this Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Authority Documents, and the information contained herein and therein.

16. Governing Law. The validity, interpretation and performance of this Purchase Agreement shall be governed by the laws of the State of California.

17. Parties in Interest. This Purchase Agreement when accepted by the Authority in writing as heretofore specified shall constitute the entire agreement between the Authority and the Underwriters and is solely for the benefit of the Authority and the Underwriters (including the successors or assigns thereof but not any holder of Bonds). No other person or entity shall acquire or have any rights hereunder or by virtue hereof; provided that the Dealer Manager may rely upon the representations and warranties, certificates and opinions delivered hereunder in their role as Dealer Manager, as provided herein and in the Dealer Manager Agreement. Except as expressly provided herein, all representations and agreements of the Authority in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriters, (b) delivery of and payment for the Bonds hereunder and (c) any termination of this Purchase Agreement.

18. Headings. The headings of the Paragraphs of this Purchase Agreement are inserted for convenience of reference only and shall not be deemed to be a part hereof.

19. Effectiveness. This Purchase Agreement shall become effective upon the execution hereof by an authorized representative of the Authority and upon receipt of the Representative of the

documents referred to Paragraph 5 hereof and shall be valid and enforceable at the time of such acceptance.

20. Counterparts. This Purchase Agreement may be executed in several counterparts, which together shall constitute one and the same instrument.

Very truly yours,

J.P. MORGAN SECURITIES LLC
On its own behalf and as Representative of

RBC CAPITAL MARKETS, LLC
GOLDMAN SACHS & CO. LLC
SAMUEL A. RAMIREZ & CO., INC.
SIEBERT WILLIAMS SHANK & CO., LLC

By: _____
Name: Michael Carlson
Title: Managing Director

Accepted:

This ____ day of ____, 2022

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

By: _____
Name: Michael Leue
Title: Chief Executive Officer

EXHIBIT A

Letterhead of BNSF Railway Company

LETTER OF REPRESENTATION

_____, 2022

J.P. Morgan Securities LLC,
as Representative of the Underwriters
560 Mission Street, Floor 3
San Francisco, California 94105

Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

The Alameda Corridor Transportation Authority (the “Authority”) proposes to issue the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”), and \$[] aggregate principal amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds” and together with the Series 2022A Bonds, the Series 2022B Bonds, and the Series 2022C Bonds, the “Bonds”), pursuant to a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture, dated as of May 1, 2016, and the Eleventh Supplemental Trust Indenture, dated as of May 1, 2016 (collectively, the “Prior Supplemental Indentures”), and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, and the Fourteenth Supplemental Trust Indenture, each to be dated as of [], 2022 (the “Twelfth Supplemental Trust Indenture,” the “Thirteenth Supplemental Trust Indenture,” and the “Fourteenth Supplemental Trust Indenture,” respectively), and by the Fifteenth Supplemental Trust Indenture, to be dated as of [], 2023 (the “Fifteenth Supplemental Trust Indenture,” and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, the Fourteenth Supplemental Trust Indenture, and the Fifteenth Supplemental Trust Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association (or its predecessor-in-interest), as trustee (the “Trustee”).

The Authority, BNSF Railway Company (“BNSF”), Union Pacific Railroad Company (“Union Pacific” and together with BNSF, the “Railroads”), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles”), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” and together with the Port of Los Angeles, the “Ports”), have entered into the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Use and Operating Agreement”), pursuant to which the Railroads have agreed to pay certain fees and charges for the use of the Project and the Ports have agreed to make certain Shortfall Advances on the terms and subject to the conditions set forth therein. Certain revenues and other moneys to be derived by the Authority in connection with the Use and Operating Agreement are being pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds.

The 2022A Bonds and the 2022B Bonds are being sold pursuant to a Bond Purchase Agreement, dated ____, 2022 (the “2022A&B Bonds Purchase Agreement”), between the Authority and J.P. Morgan Securities LLC, as representative (the “Representative”) of the Underwriters named therein. The 2022C Bonds are being sold pursuant to a Bond Purchase Agreement, dated ____, 2022 (the “2022C Bonds Purchase Agreement”), between the Authority and the Representative. The 2023A Bonds are being sold pursuant to a Forward Delivery Bond Purchase Agreement, dated ____, 2022 (the “2023A Bonds Purchase Agreement” and, together with the 2022A&B Bonds Purchase Agreement and the 2022C Bond Purchase Agreement, the “Purchase Agreements”), between the Authority and the Representative.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreements or in the Use and Operating Agreement.

Preliminary Official Statements, each dated ____, 2022, as amended prior to the date hereof (the “Preliminary Official Statements”), and Official Statements, each to be dated on or about ____, 2022, as the same may be amended and supplemented (the “Official Statements”), relating to the Bonds include references to BNSF’s Annual Report on Form 10-K for the fiscal year ended December 31, 2021 and the Quarterly Reports on Form 10-Q for the quarter ended March 31, 2022 and certain Current Reports on Form 8-K. Such documents and all subsequent documents filed by BNSF with the United States Securities and Exchange Commission (the “Commission”) pursuant to Section 13(a), 13(c) or 15(d) of the United States Securities Exchange Act of 1934, as amended (the “Exchange Act”) on or prior to the date of the Preliminary Official Statements or of the Official Statements or on or prior to the date that is 25 days after the date of delivery of the Bonds, as the case may be, are hereinafter called the “Exchange Act Reports.”

1. In connection with the execution and delivery of each of the Purchase Agreements between the Authority and the Representative on behalf of itself and the Underwriters for the purchase and reoffering of the Bonds, BNSF hereby represents to, and agrees with, each of you as follows:

(a) BNSF intends to continue to be a substantial user of the Project to be refinanced with the proceeds of the Bonds and expects to benefit by the continued operation of the Project;

(b) the Exchange Act Reports, when they were or are filed with the Commission, conformed or will conform in all material respects to the applicable requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder;

(c) except as set forth in the most recently filed Quarterly Report on Form 10-Q, since the date of BNSF's most recent financial statements in the Exchange Act Reports, neither BNSF nor any of its subsidiaries has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Exchange Act Reports; and, since the respective dates as of which information is given with respect to BNSF in the Exchange Act Reports, there has not been any material change in the capital stock or long-term debt of BNSF or any of its material subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, shareholders' equity or results of operations of BNSF, otherwise than as set forth in such Exchange Act Reports;

(d) BNSF is validly existing as a corporation in good standing under the laws of Delaware, with power and authority (corporate and other) to own its properties, and to conduct its business as described in the Exchange Act Reports and as provided in the Use and Operating Agreement, the Dispatching Agreement and the Security Services Agreement (collectively, the "Railroad Agreements");

(e) this Letter of Representation and the Continuing Disclosure Agreement, (the "Continuing Disclosure Agreement") between BNSF and the Trustee relating to the Bonds, have been duly authorized, executed and delivered by BNSF and, assuming the due execution and delivery thereof by the other parties thereto, this Letter of Representation and the Continuing Disclosure Agreement each constitutes a legal, valid and binding obligation of BNSF enforceable in accordance with its terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought; and the Railroad Agreements constitute legal, valid and binding obligations of BNSF enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought;

(f) the execution and delivery by BNSF of this Letter of Representation and the Continuing Disclosure Agreement, the performance by BNSF of its obligations thereunder and under the Railroad Agreements, and the consummation of the transactions therein contemplated do not and will not (i) conflict with any of the terms, conditions or provisions of its articles of incorporation or bylaws, or (ii) except as described in the FPPC Disclosure (defined below), conflict with, result in a breach of or constitute a default under any of the terms or conditions of any indenture, mortgage, deed of trust, lease or other agreement or instrument to which BNSF is a party, or any laws, judgment, decree, rules or regulations applicable to BNSF of any court or other governmental body or any other applicable requirement of law, except for conflicts, breaches or defaults which, individually or in the aggregate, would not materially and adversely affect BNSF's ability to perform its obligations under this Letter of Representation, the Continuing Disclosure Agreement and under the Railroad Agreements; and no further consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the execution and delivery of, and performance by BNSF of its obligations under, this Letter of Representation, the Continuing Disclosure Agreement and the Railroad Agreements or the consummation by BNSF of the transactions contemplated therein;

(g) other than as set forth in the Exchange Act Reports, there are no legal or governmental proceedings pending to which BNSF or any of its subsidiaries is a party or of which any property of BNSF or any of its subsidiaries is the subject, which BNSF has reasonable cause to believe will, either individually or in the aggregate, have a material adverse effect on the current or future financial position, shareholders' equity or results of operations of BNSF and its subsidiaries; and, to the best of BNSF's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others; and

(h) BNSF is not in material breach of or in material default under any of the Railroad Agreements, including the Use and Operating Agreement, and to its knowledge, BNSF is not in a material breach of or in material default under any material loan agreement, note, bond, resolution, indenture, agreement or other instrument to which BNSF is a party or to which BNSF or any of its properties or assets is otherwise subject, and to my knowledge after reasonable inquiry no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default under any such agreement, law, regulation or instrument;

(i) to BNSF's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against BNSF contesting or affecting the powers of BNSF with respect to, or the validity or enforceability of, or its ability to perform under, any of the Railroad Agreements, including the Use and Operating Agreement;

(j) BNSF is subject to Section 13 or 15(d) of the Exchange Act.

2. BNSF acknowledges and agrees that (i) in connection with the purchase and sale of the Bonds and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and not as the agents or fiduciaries of BNSF; (ii) the Underwriters have not assumed a fiduciary responsibility in favor of BNSF with respect to: (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliates of the Underwriters, have advised or are currently advising the BNSF on other matters) or (b) any other obligation to the BNSF except the obligations expressly set forth in the Bond Purchase Agreements and in this Letter of Representation; and (i) BNSF has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

3. BNSF has reviewed and had the opportunity to comment on a section of the Authority's Preliminary Official Statement and Official Statement entitled "THE RAIL CORRIDOR AND RELATED PROJECTS – Maintenance and Operation of the Rail Corridor – Fair Political Practices Commission Advice Letter Request" (the "FPPC Disclosure"). The FPPC Disclosure is accurate in all material respects.

[Signature page follows]

Very truly yours,

BNSF Railway Company

By: _____
Title:

Accepted as of the date hereof:

J.P. Morgan Securities LLC

On its own behalf and as Representative of
RBC Capital Markets, LLC
Goldman Sachs & Co. LLC
Samuel A. Ramirez & Co., Inc.
Siebert Williams Shank & Co., LLC

By: _____
Name: Michael Carlson
Title: Managing Director

Alameda Corridor Transportation Authority

By: _____
Name: Michael Leue
Title: Chief Executive Officer

EXHIBIT B

Letterhead of the Union Pacific Railroad Company

LETTER OF REPRESENTATION

_____, 2022

J.P. Morgan Securities LLC,
as Representative of the Underwriters
560 Mission Street, Floor 3
San Francisco, California 94105

Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

The Alameda Corridor Transportation Authority (the “Authority”) proposes to issue the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”), and \$[] aggregate principal amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds” and together with the Series 2022A Bonds, the Series 2022B Bonds, and the Series 2022C Bonds, the “Bonds”), pursuant to a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture, dated as of May 1, 2016, and the Eleventh Supplemental Trust Indenture, dated as of May 1, 2016 (collectively, the “Prior Supplemental Indentures”), and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, and the Fourteenth Supplemental Trust Indenture, each to be dated as of [], 2022 (the “Twelfth Supplemental Trust Indenture,” the “Thirteenth Supplemental Trust Indenture,” and the “Fourteenth Supplemental Trust Indenture,” respectively), and by the Fifteenth Supplemental Trust Indenture, to be dated as of [], 2023 (the “Fifteenth Supplemental Trust Indenture,” and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, the Fourteenth Supplemental Trust Indenture, and the Fifteenth Supplemental Trust Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association (or its predecessor-in-interest), as trustee (the “Trustee”).

The Authority, BNSF Railway Company (“BNSF”), Union Pacific Railroad Company (“Union Pacific” and together with BNSF, the “Railroads”), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles”), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” and together with the Port of Los Angeles, the “Ports”), have entered into the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Use and Operating Agreement”), pursuant to which the Railroads have agreed to pay certain fees and charges for the use of the Project and the Ports have agreed to make certain Shortfall Advances on the terms and subject to the conditions set forth therein. Certain revenues and other moneys to be derived by the Authority in connection with the Use and Operating Agreement are being pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds.

The 2022A Bonds and the 2022B Bonds are being sold pursuant to a Bond Purchase Agreement, dated ____, 2022 (the “2022A&B Bonds Purchase Agreement”), between the Authority and J.P. Morgan Securities LLC, as representative (the “Representative”) of the Underwriters named therein. The 2022C Bonds are being sold pursuant to a Bond Purchase Agreement, dated ____, 2022 (the “2022C Bonds Purchase Agreement”), between the Authority and the Representative. The 2023A Bonds are being sold pursuant to a Forward Delivery Bond Purchase Agreement, dated ____, 2022 (the “2023A Bonds Purchase Agreement” and, together with the 2022A&B Bonds Purchase Agreement and the 2022C Bond Purchase Agreement, the “Purchase Agreements”), between the Authority and the Representative.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreements or in the Use and Operating Agreement.

Preliminary Official Statements, each dated ____, 2022, as amended prior to the date hereof (the “Preliminary Official Statements”), and Official Statements, each to be dated on or about ____, 2022, as the same may be amended and supplemented (the “Official Statements”), relating to the Bonds includes references to the Annual Report on Form 10-K for the fiscal year ended December 31, 2021, the Quarterly Report on Form 10-Q for the quarter ended March 31, 2022; and Current Reports on Form 8-K filed on [____, 2022] filed by Union Pacific Corporation, the parent of Union Pacific. Such documents and all subsequent documents filed by Union Pacific Corporation with the United States Securities and Exchange Commission (the “Commission”) pursuant to Section 13(a), 13(c) or 15(d) of the United States Securities Exchange Act of 1934, as amended (the “Exchange Act”), on or prior to the dates of the Preliminary Official Statements or the Official Statements and on or prior to the date that is 25 days after the date of delivery of the Bonds, as the case may be, are hereinafter called the “Exchange Act Reports.”

1. To induce the Authority and the Representative to enter into the each of the Purchase Agreements and the Underwriters to purchase and reoffer the Bonds as contemplated in the Purchase Agreements, Union Pacific hereby represents to, and agrees with, each of you as follows:

(a) Union Pacific intends to continue to be a substantial user of the Project to be financed with the proceeds of the Bonds and expects to benefit by the continued operation of the Project;

(b) the Exchange Act Reports, when they were or are filed with the Commission, conformed or will conform in all respects to the applicable requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder;

(c) since the date of Union Pacific's most recent financial statements in the Exchange Act Reports, neither Union Pacific nor any of its subsidiaries has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Exchange Act Reports; and, since the respective dates as of which information is given with respect to Union Pacific in the Exchange Act Reports there has not been any material change in the capital stock or long-term debt of Union Pacific or any of its subsidiaries, other indebtedness required to be reported in its Exchange Act Reports as of the date hereof, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, shareholders' equity or results of operations of Union Pacific and its subsidiaries, otherwise than as set forth in such Exchange Act Reports;

(d) Union Pacific has been duly incorporated and is validly existing as a corporation in good standing under the laws Delaware, with power and authority (corporate and other) to own its properties, and to conduct its business as described in the Exchange Act Reports and as provided in the Use and Operating Agreement, the Dispatching Agreement and the Security Services Agreement (collectively, the "Railroad Agreements");

(e) this Letter of Representation and the Continuing Disclosure Agreement relating to the Bonds (the "Continuing Disclosure Agreement") between Union Pacific and the Trustee, have been duly authorized, executed and delivered by Union Pacific and, assuming the due execution and delivery thereof by the other parties thereto, constitute the legal, valid and binding obligations of Union Pacific enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought; and the Railroad Agreements constitute legal, valid and binding obligations of Union Pacific enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought;

(f) the execution and delivery by Union Pacific of this Letter of Representation and the Continuing Disclosure Agreement, the performance by Union Pacific of its obligations thereunder and under the Railroad Agreements, the performance by Union Pacific of its obligations thereunder and under the Use and Operating Agreement, and the consummation of the transactions therein contemplated do not and will not (i) conflict with any of the terms, conditions or provisions of its articles of incorporation or bylaws, or (ii) conflict with, result in a breach of or constitute a default under any of the terms or conditions of any indenture, mortgage, deed of trust, lease or other agreement or instrument to which Union Pacific is a party, or any laws, judgment, decree, rules or regulations applicable to Union Pacific of any court or other governmental body or any other applicable requirement of law, except for conflicts, breaches or defaults which, individually or in the aggregate, would not materially and adversely affect Union Pacific's ability to perform its obligations under this Letter of Representation, the Continuing Disclosure Agreement and the Railroad Agreements; and no further consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the execution and delivery of, and performance by Union Pacific of its obligations under, this Letter of Representation, the Continuing Disclosure Agreement and the Railroad Agreements or the consummation by Union Pacific of the transactions contemplated therein;

(g) other than as set forth in the Exchange Act Reports, there are no legal or governmental proceedings pending to which Union Pacific or any of its subsidiaries is a party or of which any property of Union Pacific or any of its subsidiaries is the subject, which Union Pacific has reasonable cause to believe will, either individually or in the aggregate, have a material adverse effect on the current or future financial position, shareholders' equity or results of operations of Union Pacific and its subsidiaries; and, to the best of Union Pacific's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(h) Union Pacific is not in breach of or in default under any of the Railroad Agreements, including the Use and Operating Agreement, and to its knowledge, Union Pacific is not in a material breach of or in material default under any loan agreement, note, bond, resolution, indenture, agreement or other instrument to which Union Pacific is, or on or after the date hereof will be, a party or to which Union Pacific or any of its properties or assets is otherwise subject, and no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default under any such agreement, law, regulation or instrument;

(i) to the best of Union Pacific's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against Union Pacific contesting or affecting the powers of Union Pacific with respect to, or the validity or enforceability of, or its ability to perform under, any of the Railroad Agreements, including the Use and Operating Agreement;

(j) Union Pacific Corporation, the parent of Union Pacific, is subject to Section 13 or 15(d) of the Exchange Act.

2. Union Pacific acknowledges and agrees that (i) in connection with the purchase and sale of the Bonds and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and not as the agents or fiduciaries of Union Pacific; (ii) the Underwriters have not assumed a fiduciary responsibility in favor of Union Pacific with respect to: (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliates of the Underwriters, have advised or are currently advising the Union Pacific on other matters) or (b) any other obligation to the Union Pacific except the obligations expressly set forth in the Bond Purchase Agreements and in this Letter of Representation; and (i) Union Pacific has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

3. Union Pacific will undertake, pursuant to the Use and Operating Agreement and its Continuing Disclosure Agreement, to provide certain annual financial and operating information.

[Signature page follows]

Very truly yours,

The Union Pacific Railroad Company

By: _____
Title:

Accepted as of the date hereof:

J.P. Morgan Securities LLC

On its own behalf and as Representative of
RBC Capital Markets, LLC
Goldman Sachs & Co. LLC
Samuel A. Ramirez & Co., Inc.
Siebert Williams Shank & Co., LLC

By: _____
Name: Michael Carlson
Title: Managing Director

Alameda Corridor Transportation Authority

By: _____
Name: Michael Leue
Title: Chief Executive Officer

EXHIBIT C

Letterhead of the Port of Los Angeles

LETTER OF REPRESENTATION

May __, 2022

J.P. Morgan Securities LLC,
as Representative of the Underwriters
560 Mission Street, Floor 3
San Francisco, California 94105

Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

The Alameda Corridor Transportation Authority (the “Authority”) proposes to issue the \$[] aggregate principal amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”), and \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds” and together with the Series 2022A Bonds, the Series 2022B Bonds, and the Series 2022C Bonds, the “Bonds”), pursuant to a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture, dated as of May 1, 2016, and the Eleventh Supplemental Trust Indenture, dated as of May 1, 2016 (collectively, the “Prior Supplemental Indentures”), and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, and the Fourteenth Supplemental Trust Indenture each to be dated as of [], 2022 (the “Twelfth Supplemental Trust Indenture,” the “Thirteenth Supplemental Trust Indenture,” and the “Fourteenth Supplemental Trust Indenture,” respectively) and by the Fifteenth Supplemental Trust Indenture, to be dated as of [], 2023 (the “Fifteenth Supplemental Trust Indenture,” and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, the Fourteenth Supplemental Trust Indenture, and the Fifteenth Supplemental Trust Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National

Association (or its predecessor-in-interest), as trustee (the “Trustee”).

The Authority, BNSF Railway Company (“BNSF”), the Union Pacific Railroad Company (“Union Pacific” and together with BNSF, the “Railroads”), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles”), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” and together with the Port of Los Angeles, the “Ports”), have entered into that certain Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Use and Operating Agreement”), pursuant to which the Railroads have agreed to pay certain fees and charges for the use of the Rail Corridor and the Ports have agreed to make certain Shortfall Advances on the terms and subject to the conditions set forth therein. Certain revenues and other moneys to be derived by the Authority in connection with the Use and Operating Agreement are being pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds.

The Bonds are being sold pursuant to one or more Bond Purchase Agreements, of even date herewith (the “Purchase Agreements”), between the Authority and J.P. Morgan Securities LLC, as representative (the “Representative”) of the Underwriters named therein.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreements or in the Use and Operating Agreement, as applicable.

1. To induce the Authority and the Representative to enter into the Purchase Agreements and the Underwriters to purchase and reoffer the Bonds as contemplated in the Purchase Agreements, the Port of Los Angeles hereby represents and agrees with each of you as follows:

(a) the information relating to the Port of Los Angeles in the Preliminary Official Statements of the Alameda Corridor Transportation Authority relating to the Bonds, each dated [], 2022, as amended prior to the date hereof (the “Preliminary Official Statements”), and in the Official Statements relating to the Bonds, each to be dated on or about [], 2022 (the “Official Statements”), under the headings “THE PORTS,” “CONTINUING DISCLOSURE—The Authority and the Ports” and “AUTHORITY REVENUES—Recent Cargo Throughput and Revenue Collections” in Appendix A and in Appendix B, has been provided to the Authority by the Port of Los Angeles for use in the Preliminary Official Statement and the Official Statement and was or is, as of its date, and will be, as of the Closing Date and, as applicable, as of the Settlement Date, true and correct, and such information includes certain financial statements and other historical information with respect to the Port of Los Angeles, which fairly present the financial position of the Port of Los Angeles as of the dates indicated and the results of its operations, for the periods therein specified, and are in conformity with generally accepted accounting principles applicable to the Port of Los Angeles applied on a consistent basis, and there has been no material adverse change in the financial condition or results of operations of the Port of Los Angeles since the date thereof;

(b) since the date of the Port of Los Angeles’s audited financial statements included in the Preliminary Official Statement and in the Official Statement, neither the Port of Los Angeles nor any of its divisions has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement; and there has not been any material adverse change affecting

the financial position or results of operations of Port of Los Angeles, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement;

(c) the City of Los Angeles has been duly incorporated and is a validly existing charter city under the laws of the State of California, with power and authority vested in its Board of Harbor Commissioners to manage its properties, and to conduct its business as described in the Preliminary Official Statement and in the Official Statement;

(d) this Letter of Representation and the Continuing Disclosure Certificates have been duly authorized, executed and delivered by the Port of Los Angeles and, assuming the due execution and delivery thereof by the other parties thereto, as applicable, constitute the legal, valid and binding obligations of the Port of Los Angeles enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought; and the Use and Operating Agreement and the Use Permit (collectively, the "Port Agreements") constitute legal, valid and binding obligations of the Port of Los Angeles enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought;

(e) the execution and delivery by the Port of Los Angeles of this Letter of Representation and the Continuing Disclosure Certificates, the performance by the Port of Los Angeles of its obligations hereunder and under the Continuing Disclosure Certificates and the Port Agreements, and the consummation of the transactions herein and therein contemplated do not and will not (i) conflict with any of the terms, conditions or provisions of the Charter of the City of Los Angeles, or (ii) conflict with, result in a material breach of or constitute a material default under any of the terms or conditions of any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Port of Los Angeles is a party, or any laws, judgment, decree, rules or regulations applicable to Port of Los Angeles of any court or other governmental body or any other applicable requirement of law, except for conflicts, breaches or defaults which, individually or in the aggregate, would not materially and adversely affect the Port of Los Angeles's ability to perform its obligations under this Letter of Representation, the Continuing Disclosure Certificates and the Port Agreements; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body was or is required for the execution and delivery of, and performance by the Port of Los Angeles of its obligations under this Letter of Representation, the Continuing Disclosure Certificates and the Port Agreements or the consummation by the Port of Los Angeles of the transactions contemplated herein or therein;

(f) there are no legal or governmental proceedings pending to which the Port of Los Angeles or any of its divisions is a party or of which any property of the Port of Los Angeles or any of its divisions is the subject, which the Port of Los Angeles has reasonable cause to believe will, either individually or in the aggregate, have a material adverse effect on the current or future financial position or results of operations of the Port of Los Angeles; and, to the best of the Port of Los Angeles's knowledge, no such proceedings are threatened by governmental authorities or threatened by others;

(g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of the Port of Los Angeles's knowledge, threatened against the Port of Los Angeles contesting or affecting the

powers of the Port of Los Angeles with respect to, or the validity or enforceability of, or any authority for, this Letter of Representation, the Continuing Disclosure Certificates and the Port Agreements;

(h) the Port of Los Angeles is not in material breach of or in material default under any of the Port Agreements, and to its knowledge, the Port of Los Angeles is not in material breach of or in material default under any loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Port of Los Angeles is, or on or after the date of the Closing will be, a party or to which the Port of Los Angeles or any of its properties or assets is otherwise subject, and no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default or event of default under any such agreement, law, regulation or instrument.

2. The Port of Los Angeles will undertake, pursuant to the Use and Operating Agreement and the Continuing Disclosure Certificates, to provide certain annual financial and operating information and to provide notices upon the occurrence of certain enumerated events. The form of this undertaking is set forth in the Continuing Disclosure Certificates included as Appendix H in each Preliminary Official Statement and in each Official Statement. During the previous five years, the Port of Los Angeles has not failed to comply in any material respect with any of its previous undertakings under Rule 15c2-12.

3. The Port of Los Angeles acknowledges and agrees that (i) in connection with the purchase and sale of the Bonds and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and not as the agents or fiduciaries of the Port of Los Angeles; (ii) the Underwriters have not assumed a fiduciary responsibility in favor of the Port of Los Angeles with respect to: (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliates of the Underwriters, have advised or are currently advising the Port of Los Angeles on other matters) or (b) any other obligation to the Port of Los Angeles except the obligations expressly set forth in the Bond Purchase Agreement and in this Letter of Representation; and (iii) the Port of Los Angeles has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

4. The Port of Los Angeles hereby approves the Authority's obtaining of a debt service reserve surety policy, as permitted by the Indenture, in lieu of funding the Debt Service Reserve Account for some or all of the Bonds with bond proceeds, by obtaining a surety policy from a surety provider whose credit rating is at least "A" or better from at least one nationally recognized rating agency, notwithstanding the provisions of Section 7.3(k) of the Use and Operating Agreement, or any other provision thereof.

5. At the Closing, the Port of Los Angeles shall cause to be delivered to you the opinion of counsel to the Port of Los Angeles referred to in Paragraph [10(d)(xiii)] of each Purchase Agreement.

6. No representation or covenant herein shall be deemed to be the representation or covenant of any official, officer, agent or employee of the Port of Los Angeles in his or her individual capacity.

Very truly yours,

**THE CITY OF LOS ANGELES, BY ITS BOARD
OF HARBOR COMMISSIONERS**

By: _____
Title:

Accepted as of the date hereof:

J.P. Morgan Securities LLC

On its own behalf and as Representative of
RBC Capital Markets, LLC
Goldman Sachs & Co. LLC
Samuel A. Ramirez & Co., Inc.
Siebert Williams Shank & Co., LLC

By: _____
Name: Michael Carlson
Title: Managing Director

Alameda Corridor Transportation Authority

By: _____
Name: Michael Leue
Title: Chief Executive Officer

EXHIBIT D

Letterhead of the Port of Long Beach

LETTER OF REPRESENTATION

_____, 2022

J.P. Morgan Securities LLC,
as Representative of the Underwriters
560 Mission Street, Floor 3
San Francisco, California 94105

Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

The Alameda Corridor Transportation Authority (the “Authority”) proposes to issue the \$[] aggregate principal amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”), and \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds” and together with the Series 2022A Bonds, the Series 2022B Bonds, and the Series 2022C Bonds, the “Bonds”), pursuant to a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture, dated as of May 1, 2016, and the Eleventh Supplemental Trust Indenture, dated as of May 1, 2016 (collectively, the “Prior Supplemental Indentures”), and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, and the Fourteenth Supplemental Trust Indenture, each to be dated as of [], 2022 (the “Twelfth Supplemental Trust Indenture,” the “Thirteenth Supplemental Trust Indenture,” and the “Fourteenth Supplemental Trust Indenture,” respectively), and by the Fifteenth Supplemental Trust Indenture, to be dated as of [], 2023 (the “Fifteenth Supplemental Trust Indenture,” and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, the Fourteenth Supplemental Trust Indenture, and the Fifteenth Supplemental Trust Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association (or its predecessor-in-interest), as trustee (the “Trustee”).

The Authority, BNSF Railway Company (“BNSF”), the Union Pacific Railroad Company (“Union Pacific” and together with BNSF, the “Railroads”), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles”), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” and together with the Port of Los Angeles, the “Ports”) have entered into that certain Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Use and Operating Agreement”), pursuant to which the Railroads have agreed to pay certain fees and charges for the use of the Rail Corridor and the Ports have agreed to make certain Shortfall Advances on the terms and subject to the conditions set forth therein. Certain revenues and other moneys to be derived by the Authority in connection with the Use and Operating Agreement are being pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds.

The Bonds are being sold pursuant to one or more Bond Purchase Agreements, of even date herewith (the “Purchase Agreements”), between the Authority and J.P. Morgan Securities LLC, as representative (the “Representative”) of the Underwriters named therein.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreements or in the Use and Operating Agreement, as applicable.

1. To induce the Authority and the Representative to enter into the Purchase Agreements and the Underwriters to purchase and reoffer the Bonds as contemplated in the Purchase Agreements, the Port of Long Beach hereby represents and agrees with each of you as follows:

(a) the information relating to the Port of Long Beach in the Preliminary Official Statements of the Alameda Corridor Transportation Authority relating to the Bonds, each dated [], 2022, as amended prior to the date hereof (the “Preliminary Official Statements”), and in the Official Statements relating to the Bonds, each to be dated on or about [], 2022, as the same may be amended or supplemented (the “Official Statements”), under the headings “THE PORTS,” “CONTINUING DISCLOSURE—The Authority and the Ports” and “AUTHORITY REVENUES—Recent Cargo Throughput and Revenue Collections” in Appendix A and in Appendix C, has been provided to the Authority by the Port of Long Beach for use in the Preliminary Official Statement and the Official Statement and was or is, as of its date, and will be, as of the Closing Date and, as applicable, as of the Settlement Date, true and correct, and such information includes certain financial statements and other historical information with respect to the Port of Long Beach, which fairly present the financial position of the Port of Long Beach as of the dates indicated and the results of its operations, for the periods therein specified, and are in conformity with generally accepted accounting principles applicable to the Port of Long Beach applied on a consistent basis, and there has been no material adverse change in the financial condition or results of operations of the Port of Long Beach since the date thereof;

(b) since the date of the Port of Long Beach’s audited financial statements included in the Preliminary Official Statement and in the Official Statement, neither the Port of Long Beach nor any of its divisions has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement; and, there has not been any material adverse change affecting the financial position or results of operations of Port of Long Beach, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement;

(c) the City of Long Beach has been duly incorporated and is a validly existing charter city under the laws of the State of California, with power and authority vested in its Board of Harbor Commissioners to manage its properties, and to conduct its business as described in the Preliminary Official Statement and in the Official Statement;

(d) this Letter of Representation and the Continuing Disclosure Certificates have been duly authorized, executed and delivered by the Port of Long Beach and, assuming the due execution and delivery thereof by the other parties thereto, as applicable, constitute the legal, valid and binding obligations of the Port of Long Beach enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought; and the Use and Operating Agreement and the Use Permit (collectively, the "Port Agreements") constitute legal, valid and binding obligations of the Port of Long Beach enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought;

(e) the execution and delivery by the Port of Long Beach of this Letter of Representation and the Continuing Disclosure Certificates, the performance by the Port of Long Beach of its obligations hereunder and under the Continuing Disclosure Certificates and the Port Agreements, and the consummation of the transactions herein and therein contemplated do not and will not (i) conflict with any of the terms, conditions or provisions of the Charter of the City of Long Beach, or (ii) conflict with, result in a material breach of or constitute a material default under any of the terms or conditions of any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Port of Long Beach is a party, or any laws, judgment, decree, rules or regulations applicable to Port of Long Beach of any court or other governmental body or any other applicable requirement of law, except for conflicts, breaches or defaults which, individually or in the aggregate, would not materially and adversely affect the Port of Long Beach's ability to perform its obligations under this Letter of Representation, the Continuing Disclosure Certificates and the Port Agreement; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body was or is required for the execution and delivery of, and performance by the Port of Long Beach of its obligations under this Letter of Representation, the Continuing Disclosure Certificates and the Port Agreements or the consummation by the Port of Long Beach of the transactions contemplated herein or therein;

(f) there are no legal or governmental proceedings pending to which the Port of Long Beach or any of its divisions is a party or of which any property of the Port of Long Beach or any of its divisions is the subject, which the Port of Long Beach has reasonable cause to believe will, either individually or in the aggregate, have a material adverse effect on the current or future financial position or results of operations of the Port of Long Beach; and, to the best of the Port of Long Beach's knowledge, no such proceedings are threatened by governmental authorities or threatened by others;

(g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of the Port of Long Beach's knowledge, threatened against the Port of Long Beach contesting or affecting the powers of the Port of Long Beach with respect to, or the validity or enforceability of, or any authority for, this Letter of Representation, the Continuing Disclosure Certificates or the Port Agreements;

(h) the Port of Long Beach is not in material breach of or in material default under any of the Port Agreements, and to its knowledge, the Port of Long Beach is not in material breach of or in material default under any loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Port of Long Beach is, or on or after the date of the Closing will be, a party or to which the Port of Long Beach or any of its properties or assets is otherwise subject, and no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default or event of default under any such agreement, law, regulation or instrument.

2. The Port of Long Beach will undertake, pursuant to the Use and Operating Agreement and the Continuing Disclosure Certificates, to provide certain annual financial and operating information and to provide notices upon the occurrence of certain enumerated events. The form of this undertaking is set forth in the Continuing Disclosure Certificates included as Appendix H in each Preliminary Official Statement and in each Official Statement. During the previous five years, the Port of Long Beach has not failed to comply in any material respect with any of its previous undertakings under Rule 15c2-12.

3. The Port of Long Beach acknowledges and agrees that (i) in connection with the purchase and sale of the Bonds and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and not as the agents or fiduciaries of the Port of Long Beach; (ii) the Underwriters have not assumed a fiduciary responsibility in favor of the Port of Long Beach with respect to: (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliates of the Underwriters, have advised or are currently advising the Port of Long Beach on other matters) or (b) any other obligation to the Port of Long Beach except the obligations expressly set forth in the Bond Purchase Agreement and in this Letter of Representation; and (iii) the Port of Long Beach has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

4. The Port of Long Beach hereby approves the Authority's obtaining of a debt service reserve surety policy, as permitted by the Indenture, in lieu of funding the Debt Service Reserve Account for some or all of the Bonds with bond proceeds, by obtaining a surety policy from a surety provider whose credit rating is at least "A" or better from at least one nationally recognized rating agency, notwithstanding the provisions of Section 7.3(k) of the Use and Operating Agreement, or any other provision thereof.

5. At the Closing, the Port of Long Beach shall cause to be delivered to you the opinion of counsel to the Port of Long Beach referred to in Paragraph [10(d)(xiii)] of each Purchase Agreement.

6. No representation or covenant herein shall be deemed to be the representation or covenant of any official, officer, agent or employee of the Port of Long Beach in his or her individual capacity.

Very truly yours,

**City of Long Beach, California, acting by and
through its Board of Harbor Commissioners**

By: _____
Title:

Accepted by:

J.P. Morgan Securities LLC

On its own behalf and as Representative of
RBC Capital Markets, LLC
Goldman Sachs & Co. LLC
Samuel A. Ramirez & Co., Inc.
Siebert Williams Shank & Co., LLC

By: _____

Name: Michael Carlson
Title: Managing Director

Alameda Corridor Transportation Authority

By: _____

Name: Michael Leue
Title: Chief Executive Officer

EXHIBIT E

PROPOSED FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

_____, 2022

[TO COME]

EXHIBIT F

FORM OF SUPPLEMENTAL OPINION OF SPECIAL TAX COUNSEL

[TO COME]

EXHIBIT G
FORM OF DISCLOSURE COUNSEL LETTER

_____, 2022

[TO COME]

EXHIBIT H

FORM OF OPINION OF UNDERWRITERS' COUNSEL

_____, 2022

J.P. Morgan Securities LLC
San Francisco, California

RBC Capital Markets, LLC
Los Angeles, California

Goldman Sachs & Co. LLC
San Francisco, California

Samuel A. Ramirez & Co., Inc.
Los Angeles, California

Siebert Williams Shank & Co., LLC
San Francisco, California

Re: Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C

Ladies and Gentlemen:

We have acted as legal counsel to you in connection with the purchase of the above-referenced bonds (the "Bonds") pursuant to a Bond Purchase Agreement, dated ____, 2022 (the "Bond Purchase Agreement"), between J.P. Morgan Securities LLC, acting on behalf of itself and as representative of RBC Capital Markets, LLC, Goldman Sachs & Co. LLC, Samuel A. Ramirez & Co., Inc. and Siebert Williams Shank & Co., LLC (the "Underwriters") and the Alameda Corridor Transportation Authority (the "Authority"). The Bonds are to be issued pursuant to a Master Trust Indenture, dated as of January 1, 1999, as amended and supplemented (the "Master Trust Indenture"), including as supplemented by the Fourteenth Supplemental Trust Indenture, dated as of ____, 2022 (the "Fourteenth Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each between the Authority and U.S. Bank Trust Company, National Association (or its predecessor-in-interest), as trustee (the "Trustee"); Resolution No. JPA-22-__, adopted by the Governing Board of the Authority on ____, 2022 (the "2022 Resolution"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

In rendering our opinion, we have examined originals or copies certified or otherwise identified to our satisfaction of (i) the Indenture, (ii) the Preliminary Official Statement, dated ____, 2022, with respect to the Bonds (the "Preliminary Official Statement"), (iii) the Official Statement, dated ____, 2022, with respect to the Bonds (the "Official Statement"), (iv) the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 16, 2016 (the "Operating Agreement"), among the Authority, the BNSF Railway Company ("BNSF"), the Union Pacific Railroad Company ("Union Pacific" and together with BNSF, the "Railroads"), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the "Port of Los Angeles"), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the "Port of Long Beach" and together with the Port of Los Angeles, the "Ports"); (v) the Bond Purchase Agreement; (vi) the letters of representation, dated May 11, 2016, from each of BNSF, Union Pacific, the Port of Los Angeles and the Port of Long Beach (collectively, the "Letters of Representation"); (vii) the Continuing Disclosure

Certificate, dated ____, 2022, of the Authority and each of the Ports with respect to the Bonds (the “Continuing Disclosure Certificate”); (viii) the continuing disclosure agreements, each dated May ____, 2016, between the Trustee and each of the Railroads (collectively, the “Railroad Disclosure Agreements” and together with the Continuing Disclosure Certificate and paragraph 2 of each of the Letters of Representation, the “Continuing Disclosure Agreement”); certificates of the Authority, the Trustee, the Railroads, the Ports and others; (ix) the letters, certificates and opinions delivered to you pursuant to the provisions of in Paragraph 10(d) of the Purchase Agreement and (x) such other documents, certificates, instructions and records as we have considered necessary or appropriate as a basis for our opinion. We have not reviewed and we do not assume any responsibility for any electronic version of the Preliminary Official Statement or the Official Statement. For all purposes of this letter, we have assumed that any electronic versions of the Preliminary Official Statement or the Official Statement are identical in all respects to the printed versions of the Preliminary Official Statement and the Official Statement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

In arriving at the opinions and conclusions hereinafter expressed, we are not expressing any opinion or view on, and with your permission are assuming and relying on, without independent assessment or inquiry, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein, including (without limitation) any representations and legal conclusions regarding the valid existence of the Authority, the due authorization, issuance, delivery, validity and enforceability of the Bonds and the exclusion of interest on the Bonds from gross income for federal income tax purposes, and the legality, validity and enforceability of the Operating Agreement, the Indenture, the Continuing Disclosure Agreement and any laws, documents and instruments that may be related to the authorization, issuance, payment or security of the Bonds. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

Based upon and subject to the foregoing, we are of the opinion that:

(i) the provisions of the Continuing Disclosure Agreement, executed in connection with the Bonds, complies with the requirements of Rule 15c2-12 promulgated under the Securities Act of 1934, as amended (the “Rule”), to provide certain annual financial information and event notices to various information repositories at the times and as required by the Rule; and

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

Although we have not undertaken to check the accuracy, completeness or fairness of, or verified the information that is contained in the Preliminary Official Statement and the Official Statement and are, therefore, unable to make any representation to you in that regard, we have participated in conferences with your representatives and representatives of the Authority, including O’Melveny & Myers LLP, as Bond Counsel, Nixon Peabody LLP, as Special Tax Counsel and Sheppard, Mullin, Richter & Hampton LLP as Disclosure Counsel to the Authority, the Office of the City Attorney of the City of Los Angeles, California and the Office of the City Attorney of the City of Long Beach, California, in their capacities as the Co-General Counsel of the Authority, PFM Financial Advisors LLC, the Authority’s Municipal Advisors, Kutak Rock LLP, as disclosure counsel to each of the Ports, and others, during which conferences the contents of the Preliminary Official Statement and

the Official Statement and related matters were discussed. Based upon the information that was made available to us in the course of our participation as counsel to you in such conferences, our review of the documents that are referred to above, our reliance on the documents, certificates, instructions and records and the opinions of counsel that are described above and our understanding of applicable law, we advise you as a matter of fact, but not opinion, (i) no information has come to the attention of the attorneys in the firm representing the Underwriters in this matter which caused us to believe that the Preliminary Official Statement as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion contained in the Preliminary Official Statement, the information in the appendices to the Preliminary Official Statement, information permitted to be omitted from the Preliminary Official Statement pursuant to the Rule, or any information about book-entry or DTC included therein, as to which no opinion or view is expressed) and (ii) that no information has come to the attention of the attorneys in the firm representing the Underwriters in this matter which caused us to believe that the Official Statement as of its date contained, or as of the date hereof contains, any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, the information in the appendices to the Official Statement, or any information about book-entry or DTC included therein, as to which no opinion or view is expressed). Moreover, in providing such advice and assistance we provided no independent diligence of, and express no view with respect to, compliance by the Authority with any obligation to file annual reports or provide notice of events, each as described in the Rule. We further advise you that, other than reviewing the various certificates and opinions required by the Bond Purchase Agreement, we have not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Preliminary Official Statement as of its date and the Official Statement as of the date hereof.

By acceptance of this letter you recognize and acknowledge that: (a) the advice herein is based on certain limited activities that were performed by specific attorneys in our firm in our role as counsel to the Underwriters; (b) the scope of the activities that were performed by such attorneys in our role as counsel to the Underwriters and for purposes of delivering such advice was inherently limited and does not purport to encompass all activities that are necessary for compliance by you or others with applicable state and federal securities laws; and (c) the activities that were performed by such attorneys in our role as counsel to the Underwriters rely in part on representations, warranties, certifications and opinions of other parties to the transaction, including representations, warranties and certifications made by the Underwriters.

This letter is being rendered solely for your benefit in connection with the offering by the Underwriters of the Bonds and is not to be used, circulated, quoted or otherwise referred to for any other purpose without our prior written consent. This letter may not be relied upon by owners of the Bonds. This letter is limited to matters governed by the laws of the State of California and federal securities laws, and we assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction. We express no opinion with respect to the validity of the Bonds, the tax treatment of the interest thereon or the compliance with, or applicability of, any "blue sky" laws of any state as they relate to the offer or sale of the Bonds.

Our engagement with respect to the Bonds terminates as of the date hereof. We have not undertaken any duty, and expressly disclaim any responsibility, to render advice as to events occurring after the date hereof with respect to the Bonds or other matters discussed in the Preliminary Official Statement and the Official Statement. This letter is not intended to be, and may not be, relied upon by owners of Bonds, the owners of any beneficial ownership interest therein or by any other party to whom it is not addressed.

Very truly yours,

EXHIBIT I

FORM OF ISSUE PRICE CERTIFICATE

This certificate is furnished by, J.P. Morgan Securities LLC acting on behalf of itself and as Representative (the “Representative”) of RBC Capital Markets, LLC, Goldman Sachs & Co. LLC, Samuel A. Ramirez & Co., Inc. and Siebert Williams Shank & Co., LLC (each an “Underwriter” and, together with the Representative, the “Underwriting Group”), in connection with the Bond Purchase Agreement dated _____, 2022 (the “Purchase Agreement”), between the Underwriters and the Alameda Corridor Transportation Authority (the “Issuer”) for the sale \$_____ Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Bonds”).

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. ***Sale of the Maturities.*** [As of the date of this certificate, for each Maturity, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Appendix I hereto.]

[OR: If at least 10% of each maturity sold at initial offering price to the public at pricing:

(a) As of the Sale Date, all of the Bonds were the subject of a bona fide offering to the Public for purchase at the respective initial offering prices listed in Schedule 1 hereto (the “Initial Offering Prices”). A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule 2.

(b) As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule 1 hereto.]

2. [Delete if at least 10% of each Maturity sold per above:] [***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Representative offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule 1 hereto (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule 2.

(b) As set forth in the Purchase Agreement, the Representative agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, the Representative would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement will contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement will contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, the Representative has not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Defined Terms.***

(a) [General Rule Maturities means those Maturities of the Bonds listed in Schedule I hereto as the “General Rule Maturities.”

(b) Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule I hereto as the “Hold-the-Offering-Price Maturities” (if any).

(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriters sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) Issuer means the Alameda Corridor Transportation Authority.

(e) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2022.

(h) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the Underwriters to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Nixon Peabody LLP, as special tax counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

Dated: _____, 2022.

J.P. MORGAN SECURITIES LLC,
as Representative of the Underwriters

By: _____
Authorized Officer

APPENDIX I TO SCHEDULE II
MATURITIES

SCHEDULE 1
UNDERWRITERS

J.P. Morgan Securities LLC
RBC Capital Markets, LLC
Goldman Sachs & Co. LLC
Samuel A. Ramirez & Co., Inc.
Siebert Williams Shank & Co., LLC

SCHEDULE 2

BOND TERMS

\$ _____

**TAX-EXEMPT SECOND SUBORDINATE LIEN REVENUE REFUNDING BONDS
SERIES 2022C**

\$ _____ **Current Interest Bonds**

<i>Maturity Date (October 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>10% Test Used</i>	<i>Hold- the- Offering- Price Rule Used</i>
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\$ _____ **Capital Appreciation Bonds**

<i>Maturity Date (October 1)</i>	<i>Initial Principal Amount</i>	<i>Yield to Maturity</i>	<i>Accretion Rate</i>	<i>Initial Amount per \$5,000 Accreted Amount at Maturity</i>	<i>10% Test Used</i>	<i>Hold- the- Offering- Price Rule Used</i>
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\$_____ **Convertible Capital Appreciation Bonds**

<i>Maturity Date (October 1)</i>	<i>Initial Amount</i>	<i>Yield to Maturity</i>	<i>Accretion Rate</i>	<i>Initial Amount per \$5,000 Accreted Amount at Maturity</i>	<i>10% Test Used</i>	<i>Hold- the- Offering- Price Rule Used</i>
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Redemption Provisions:

Optional Redemption. The Capital Appreciation Bonds maturing on and after October 1, 20__ are not subject to optional redemption and the Capital Appreciation Bonds maturing on and after October 1, 20__ are subject to optional redemption, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022C Bonds as of the date fixed for redemption.

The Current Interest Bonds maturing on and after October 1, 20__ are not subject to optional redemption and the Current Interest Bonds maturing on and after October 1, 20__ are subject to optional redemption on any date on or after October 1, 20__, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the principal amount of such Current Interest Bonds so redeemed plus accrued interest to the date fixed for redemption, without premium.

The Convertible Capital Appreciation Bonds maturing on or before October 1, 20__ are not subject to optional redemption and the Convertible Capital Appreciation Bonds maturing on and after October 1, 20__ are subject to optional redemption on any date on or after October 1, 20__, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Capital Appreciation Bonds as of the date fixed for redemption.

Mandatory Sinking Fund Redemption. The Capital Appreciation Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective Accreted Values set forth below, in each case at a redemption price equal to the Accreted Value thereof, as of the date fixed for redemption:

**Mandatory Redemption Date
(October 1)**

Accreted Value to be Redeemed

†

†Maturity

The Current Interest Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:

**Mandatory Redemption Date
(October 1)**

Principal Amount to be Redeemed

†

†Maturity

The Convertible Capital Appreciation Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective [principal amounts] set forth below, in each case at a redemption price equal to the [principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:]

**Mandatory Redemption Date
(October 1)**

Principal Amount to be Redeemed

†

†Maturity

Extraordinary Redemption. The Bonds are subject to extraordinary redemption as provided for in the Master Indenture and as described in the Preliminary Official Statement and in the Official Statement.

SCHEDULE 3

OPERATING AGREEMENTS

Amended and Restated Joint Exercise of Powers Agreement, dated as of December 18, 1996, between the City of Long Beach, California and the City of Los Angeles, California, as amended by the First Amendment to Amended and Restated Joint Exercise of Powers Agreement, dated as of July 1, 2006 (collectively, the “Joint Powers Agreement”)

Use Permit, dated October 12, 1998 (the “Use Permit”), between the Authority and the Ports

Alameda Corridor Dispatching Agreement, dated as of January 30, 2002, by and among the Authority and the Railroads, as amended (the “Dispatching Agreement”)

Alameda Corridor Maintenance Agreement (Rail Corridor and Non-Rail Components), dated as of dated as of May 1, 2019, by and between the Authority and RailWorks Track Services, Inc., as amended (collectively, the “Maintenance Agreement”)

Alameda Corridor Police and Security Services Agreement, dated as of October 15, 2002, between the Authority and the Railroads, as amended (the “Security Services Agreement”)

Agreement Between the Alameda Corridor Transportation Authority and the Alameda Corridor Engineering Team, dated as of January 1, 1996, as amended (collectively, the “ACET Agreement”)

RRIF Financing Agreement, dated as of June 21, 2012 (the “2012 Financing Agreement”), between the Authority and the United States of America, represented by the Secretary of Transportation acting through the Administrator of the Federal Railroad Administration

EXHIBIT D-3

FORM OF BOND PURCHASE AGREEMENT (FORWARD DELIVERY)

[to be attached]

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

\$ _____
TAX-EXEMPT SENIOR LIEN
REVENUE REFUNDING BONDS, SERIES
2023A

FORWARD DELIVERY BOND PURCHASE AGREEMENT

_____, 2022

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

J.P. Morgan Securities LLC, on behalf of itself and as representative (the “Representative”) of the underwriters listed in Schedule 1 hereto (collectively with the Representative, the “Underwriters”), hereby offers to enter into this Forward Delivery Bond Purchase Agreement (the “Forward Delivery Agreement”) with the Alameda Corridor Transportation Authority (the “Authority”), whereby the Underwriters will purchase and the Authority will sell the Bonds (as defined and described below). The offer made hereby is subject to receipt by the Underwriters of (i) the documents referred to in Paragraph 6 hereof and (ii) the letters of representation, dated the date hereof and in the forms attached hereto as Exhibits A through D (collectively, the “Letters of Representation”), from BNSF Railway Company (“BNSF”), the Union Pacific Railroad Company (“Union Pacific” and together with BNSF, the “Railroads”), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles”), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” and together with the Port of Los Angeles, the “Ports”), and is subject to acceptance by the Authority by execution and delivery of the Forward Delivery Agreement to the Representative at or prior to 9:00 P.M., California time, on the date first above written. If such documents are not received or if this offer is not so accepted, this offer will be subject to withdrawal by the Underwriters upon notice delivered to the Chief Financial and the Chief Executive Officer of the Authority by the Representative at any time prior to such receipt and the acceptance hereof by the Authority. Upon the receipt of such documents and the acceptance of this offer in accordance with the terms hereof, the Forward Delivery Agreement shall be in full force and effect in accordance with its terms and shall bind both the Authority and the Underwriters.

1. Definitions. As used in the Forward Delivery Agreement, the following terms shall have the indicated meanings:

“Change in Law” shall mean (i) any change in or addition to applicable federal or state law, whether statutory or as interpreted by the courts, including any changes in or new rules, regulations or other pronouncements or interpretations by federal or state agencies, (ii) any legislation enacted by the Congress of the United States or introduced therein or recommended for passage by the President of the United States (if such enacted, introduced or recommended legislation has a proposed effective

date that is on or before the date of the Settlement), (iii) any law, rule or regulation proposed or enacted by any governmental body, department or agency (if such proposed or enacted law, rule or regulation has a proposed effective date that is on or before the date of the Settlement) or (iv) any judgment, ruling or order issued by any court or administrative body, which in the case of any of (i), (ii), (iii) or (iv), would, as to the Underwriters, prohibit (or have the retroactive effect of prohibiting, if enacted, adopted, passed or finalized) the Underwriters from purchasing the Bonds (as hereinafter defined) as provided herein or selling the Bonds or beneficial ownership interests therein to the public or, as to the Authority, would make the issuance, sale or delivery of the Bonds illegal (or have the retroactive effect of making such issuance, sale or delivery illegal, if enacted, adopted, passed or finalized); provided, however, that such change in or addition to law, legislation, law, rule or regulation or judgment, ruling or order shall have become effective, been enacted, introduced or recommended, been proposed or enacted or been issued, as the case may be, after the date of the Forward Delivery Agreement.

“Closing” shall mean the execution and delivery to the Representative of the certificates, opinions and other documents required by Paragraph 13, all as described in Paragraph 10 of the Forward Delivery Agreement.

“Closing Period” shall mean the period from the date of the Forward Delivery Agreement to and including the date that is [60 days] after the date of the Closing.

“Settlement” shall mean the issuance and delivery by the Authority of the Bonds; the delivery by the Authority of the documents required by Paragraph 15; and the acceptance by the Underwriters of such documents and the Bonds and payment by the Underwriters for the Bonds, in each case subject to the terms and conditions set forth in the Forward Delivery Agreement.

“Settlement Period” shall mean the period from the date of the Updated Official Statement to and including the date that is [25] days after the end of the Underwriting Period as provided in Paragraph 9(h)

“Updated Official Statement” shall have the meaning assigned thereto in Paragraph 6(c).

Capitalized terms in the Forward Delivery Agreement that are not otherwise defined shall have the meanings given to such terms in the Indenture herein after mentioned.

2. Purchase and Sale. Upon the terms and conditions and in reliance upon the representations and agreements hereinafter set forth, the Underwriters hereby agree, jointly and severally, to purchase from the Authority for offering to the public, and the Authority hereby agrees to sell and deliver to the Underwriters for such purpose, all (but not less than all) of \$_____ aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Bonds”), to be dated the date of the Settlement (as hereinafter defined). The Bonds shall accrue or accrete interest at the rates, shall mature (subject to prior redemption) on the dates and in the amounts and shall be subject to redemption as shown on Schedule 2 hereto. The Bonds will be issued as (i) current interest bonds, (ii) capital appreciation bonds and (iii) convertible capital appreciation bonds.

[Payment when due of the principal of and interest or the Initial Amount on the Bonds maturing on October 1, 20__ [and bearing interest at ___% or having the accreted values set forth in Schedule

2], and October 1, 20__ [and bearing interest at ___% or having the accreted values set forth in Schedule 2 (collectively, the “Insured Bonds”) shall be insured by _____ (the “Insurer”).]

The aggregate purchase price for the Bonds (the “Purchase Price”) shall be \$_____ (representing the aggregate principal amount or Initial Amount of the Bonds, [plus/less original issue premium/discount] of \$_____ and less Underwriters’ discount of \$_____).

3. The Bonds; Purpose of Issue. The Bonds shall be issued under and secured by a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture, dated as of May 1, 2016, the Eleventh Supplemental Trust Indenture, dated as of May 1, 2016 (collectively, the “Prior Supplemental Indentures”), and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Indenture and the Fourteenth Supplemental Trust Indenture, each to be dated as of ___ 1, 2022 (the “Twelfth Supplemental Indenture,” the “Thirteenth Supplemental Indenture” and the “Fourteenth Supplemental Indenture,” respectively,) and by the Fifteenth Supplemental Indenture, dated as of ___ 1, 2023 (the “Fifteenth Supplemental Indenture,” and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Twelfth Supplemental Indenture, Thirteenth Supplemental Indenture, the Fourteenth Supplemental Indenture and Fifteenth Supplemental Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank National Association, as trustee (the “Trustee”), and pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500 thereof (the “Act”). The execution and delivery by the Authority of the Master Indenture and the Prior Supplemental Indentures were authorized by the Governing Board of the Authority (the “Board”) pursuant to Resolution No. JPA-26-98, adopted by the Board on October 14, 1998, as supplemented by Resolution No. JPA-30-98, adopted by the Board on December 17, 1998, Resolution No. JPA-3-03, adopted by the Board on July 10, 2003, Resolution No. JPA-1-04, adopted by the Board on February 5, 2004, Resolution No. JPA-12-1, adopted by the Board on June 14, 2012, Resolution No. JPA-12-3, adopted by the Board on November 8, 2012, Resolution No. JPA-13-1, adopted by the Board on January 10, 2013, Resolution No. JPA-16-2, adopted by the Board on March 10, 2016 and Resolution No. JPA-16-3, adopted by the Board on April 14, 2016 (collectively, the “Prior Resolutions”). The issuance of the Bonds and the execution and delivery by the Authority of the Fifteenth Supplemental Indenture were authorized by the Board pursuant to Resolution No. JPA-22-__, adopted by the Board on ____, 2022 (the “2022 Resolution” and the 2022 Resolution together with the Prior Resolutions, the “Resolutions”).

As described in further detail below, the Bonds are being issued (i) to refund on a current basis the Authority’s outstanding Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A maturing on and after October 1, 20__ (the “Refunded 2013A Bonds”); (ii) [to fund a deposit to the debt service reserve account for the Bonds and to purchase a debt service reserve fund surety policy for the Bonds (the “Reserve Account Surety Policy”)]; (iii) to purchase a municipal bond insurance policy for a portion of the Bonds; and (iv) to pay costs of issuing the Bonds.

4. Authority of Representative; No Fiduciary Relationship.

(a) The Representative has been duly authorized by the Underwriters to execute the Forward Delivery Agreement and to act hereunder by and on behalf of the Underwriters.

(b) The individual executing the Forward Delivery Agreement on behalf of the Representative has been duly authorized by the Representative to execute the Forward Delivery Agreement on behalf of the Representative.

(c) The Authority acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to the Forward Delivery Agreement is an arm's-length commercial transaction between the Authority and the Underwriters, and the Underwriters have financial and other interests that differ from those of the Authority, (ii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the Authority and have not assumed any advisory or fiduciary responsibility to the Authority with respect to the transaction contemplated herein and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Authority on other matters) or any other obligation to the Authority except the obligations expressly set forth in the Forward Delivery Agreement; and (iii) the Authority has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

5. Purchase. It shall be a condition to the Authority's obligations to sell and to deliver the Bonds to the Underwriters and to the Underwriters' obligations to purchase, to accept delivery of and to pay for the Bonds at the Settlement that the entire aggregate principal amount or Initial Amount of the Bonds referred to in Paragraph 1 shall be issued, sold and delivered by the Authority and purchased, accepted and paid for by the Underwriters.

6. Preliminary Official Statement; Official Statement; Updated Official Statement; Verification Report; and Accountants' Letter.

(a) In connection with the public offering and sale of the Bonds, the Authority hereby ratifies, confirms and approves the use and distribution by the Underwriters prior to the date hereof of the Preliminary Official Statement relating to the Bonds, dated ___, 2022, and including the cover page, the Appendices thereto and any documents incorporated therein by reference, the "Preliminary Official Statement"). The Authority has "deemed final" and hereby deems final the Preliminary Official Statement for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12. The Representative and the Authority each confirms it agreed to the preparation and distribution of the Preliminary Official Statement in printed and electronic form.

(b) The Authority shall provide to the Underwriters within seven (7) business days after the date of the Forward Delivery Agreement, but in any event at least three (3) business days prior to the date of the Closing in sufficient time to enable the Underwriters to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the Municipal Securities Rulemaking Board (the "MSRB"), copies of a final Official Statement dated as of the date hereof (which shall be substantially in the form of the Preliminary Official Statement, with the addition of the pricing information and only such other changes as shall have been accepted by the Representative and including the Appendices thereto and any documents incorporated therein by reference being hereinafter called the "Official Statement") in

the quantities requested by the Underwriters to enable the Underwriters to comply with the requirements of the MSRB and Rule 15c2-12, provided, that the Underwriters shall be responsible for paying the costs of printing Official Statements in excess of 500. The Authority authorizes the Representative to file the Official Statement with the MSRB through its Electronic Municipal Market Access System (“EMMA”) within one (1) business day after receipt of printed copies of the Official Statement and if any amendments or supplements to the Official Statement are prepared by the Authority and delivered to the Underwriters in accordance with Paragraph 9(e), the Authority authorizes the Representative to make required filings of such amendments or supplements to the Official Statement with the MSRB or its designee. The Authority hereby agrees to deliver to the Underwriters an electronic copy of the Official Statement in a form that permits the Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (“SEC”). The Authority and the Representative each confirms that it does not object to the distribution of the Official Statement in electronic form. The Authority hereby authorizes and approves the use and distribution by the Underwriters of the Official Statement in connection with the public offering and sale of the Bonds.

(c) Notwithstanding any prior amendments or supplements to the Official Statement made pursuant to Paragraph 9(e), the Authority, in cooperation with the Representative, shall prepare an Updated Official Statement or a supplement to the Official Statement (the updated Official Statement or the Official Statement as supplemented or amended by a supplement, the “Updated Official Statement”) dated a date not more than [twenty-five nor fewer than ten] days prior to Settlement (both dates inclusive) relating to the Bonds which Updated Official Statement, as of such date, will be correct and complete and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Authority shall furnish to the Representative, on or before the date of the Settlement [six] copies of the Updated Official Statement manually executed by the Authority’s Chief Executive Officer or by his authorized designee and printed, conformed copies of the Updated Official Statement in the quantities requested by the Underwriters to enable the Underwriters to comply with Rule 15c2-12 and with the rules of the MSRB. As used herein, the term “Official Statement” shall mean (i) at any point in time during the period from the date of the Official Statement mentioned in Paragraph 6(b) to but not including the date of delivery of the Updated Official Statement to the Representative pursuant to this Paragraph 6(c), the Official Statement mentioned in Paragraph 6(b) and (ii) from and after the date of such delivery of the Updated Official Statement, the Updated Official Statement. References herein as of a specific date to the Official Statement shall mean the Official Statement applicable on such date in accordance with the preceding sentence.

(d) On the date of the Forward Delivery Agreement, the Authority shall deliver or cause to be delivered to the Underwriters verbal confirmation from _____, the verification agent (the “Verification Agent”), as to the adequacy of the escrow for the defeasance to maturity of the Refunded 2013A Bonds.

(e) On or prior to the date of the Forward Delivery Agreement, the Authority shall deliver or cause to be delivered to the Underwriters one copy of the letter of Moss Adams LLP, dated _____, 2022, in form and substance satisfactory to the Representative consenting to the inclusion of the audited financial statements of the Authority and Moss Adams LLP’s report thereon in Appendix A to the Preliminary Official Statement and to references to its name and to its report in the Preliminary Official Statement.

7. Public Offering.

(a) The Underwriters intend to make a *bona fide* public offering of all of the Bonds initially at prices set forth in Schedule 2; however, the Underwriters reserve the right to change such initial public offering prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the Bonds (but in all cases subject to the requirements of Paragraph 7 hereof), and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters at prices lower than the public offering prices or yields greater than the yields set forth therein (but in all cases subject to the requirements of Paragraph 8 hereof).

(b) The Underwriters each individually agree that between the date [60 days after the date] of the Closing and the date of the Updated Official Statement, as defined in Paragraph 6(c), there will be no primary offering (as defined in Rule 15c2-12) of the Bonds. The Underwriters may, however, make a market in Bonds sold prior to the 60th day after the date of the Closing and engage in secondary market trading of such Bonds.

8. Establishment of the Issue Price.

(a) The Representative, on behalf of the Underwriters, agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at Closing (as hereinafter defined) an “issue price” or similar certificate, substantially in the form attached hereto as Exhibit K, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable opinion of the Representative, the Authority and Nixon Peabody LLP, Special Tax Counsel (“Special Tax Counsel”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Authority under this Paragraph to establish the issue price of the Bonds may be taken on behalf of the Authority by the Authority’s municipal advisor identified herein and any notice or report to be provided to the Authority may be provided to the Authority’s municipal advisor.

(b) Except as otherwise set forth in Schedule 2 attached hereto, the Authority will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Representative shall report to the Authority the price or prices at which it has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly report to the Authority the prices at which Bonds of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriters’ reporting obligation after the Closing date may be at reasonable periodic intervals or otherwise upon request of the Representative, the Authority or Special Tax Counsel. For purposes of this Paragraph, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of the Forward Delivery Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule 2 attached hereto, except as otherwise set forth therein. Schedule 2 also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Authority and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in

the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Representative confirms that:

(i) Any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the date of Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the date of Closing may be at reasonable periodic intervals or otherwise upon request of the Representative, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires,

(B) to promptly notify the Representative of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an Underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by an Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by an Underwriter, dealer or broker-dealer is a sale to the public.

(ii) Any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not

the date of Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter or dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the date of Closing may be at reasonable periodic intervals or otherwise upon request of the Representative or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority acknowledges that, in making the representations set forth in this Paragraph, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event that a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Paragraph. Further, for purposes of this Paragraph:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations

(including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of the Forward Delivery Agreement by all parties.

9. Representations and Agreements of the Authority. The Authority represents to and agrees with the Underwriters that, as of the date hereof and as of the date of the Closing and as of the date of Settlement, as applicable:

(a) (i) the Board has full legal right, power and authority to adopt the 2022 Resolution; (ii) the Authority has full legal right, power and authority (A) to accept the Letters of Representation and to enter into and to execute and deliver the Forward Delivery Agreement, the Fifteenth Supplemental Indenture, the Tax and Compliance Certificate, to be dated the date of Closing (the “Tax Certificate”), the Escrow Agreement, to be dated as of ____1, 2023 (the “Escrow Agreement”), between the Authority and U.S. Bank Trust Company, National Association, as escrow agent (“Escrow Agent”), and the Continuing Disclosure Certificate, to be dated the date of Closing (the “Continuing Disclosure Certificate” and together with the Forward Delivery Agreement, the Fifteenth Supplemental Indenture, the Escrow Agreement, and the Tax Certificate and the 2022 Resolution, the “2023 Documents” and together with the Indenture, the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Use and Operating Agreement”), among the Authority, the Railroads and the Ports, and the DTC Letter of Representations mentioned below, the “Transaction Documents”), and to comply with all terms and conditions thereof, to collect and pledge the Revenues to the payment of the Bonds as provided in the Indenture, to collect and apply the M & O Charges (as defined in the Use and Operating Agreement) and to observe, perform and consummate the covenants, agreements and transactions provided for in the 2022 Resolution, the Indenture, the Forward Delivery Agreement and the other Transaction Documents and in the agreements listed in Schedule 3 hereto (the “Operating Agreements” and together with the Transaction Documents, the “Authority Documents”) and described in the Preliminary Official Statement and in the Official Statement; (B) to operate the Rail Corridor; and (C) to issue the Bonds for the purposes described in the Official Statement and in the Indenture and to issue, sell and deliver the Bonds to the Underwriters as provided herein; (iii) by all necessary official action, the Authority has authorized, ratified, approved and “deemed final” the Preliminary Official Statement and has duly authorized and approved the Official Statement and the Updated Official Statement, has authorized the execution of the Official Statement and the Updated Official Statement, has approved and ratified the delivery of the Preliminary Official Statement, the Official Statement and the Updated Official Statement to the Underwriters, the distribution of the Preliminary Official Statement by the Underwriters to potential purchasers of the Bonds, the distribution of the Official Statement by the Underwriters to potential purchasers and purchasers of the Bonds and the distribution of the Updated Official Statement by the Underwriters to potential purchasers and purchasers of the Bonds; and (vi) the Authority has duly executed the Official Statement.

(b) the Board has duly adopted the Resolutions at meetings duly noticed, called and held pursuant to applicable law and at each of which a quorum was present and acting throughout, and the Resolutions are in full force and effect and have not been amended, modified, rescinded or

repealed; the Authority Documents are in full force and effect and have not been amended except as described in the Official Statement; by all necessary official action, the Authority has duly authorized and approved the issuance and sale of the Bonds, the execution and delivery of, and the observance and performance by the Authority of its covenants and agreements contained in, the Forward Delivery Agreement and the other Authority Documents, and the consummation by it of all other transactions contemplated therein to have been performed or consummated at or prior to the Closing or Settlement, as applicable; and the Authority has complied, and at the Closing and the Settlement will be in compliance in all respects, with its obligations at such time in connection with the issuance of the Bonds on its part contained in the Authority Documents;

(c) the Preliminary Official Statement was as of its date, and is, as of the date hereof, true and correct, with the exception of information relating to the pricing and sale of the Bonds and other information permitted to be omitted pursuant to the Rule, deemed final pursuant to Rule 15c2-12 and other than information concerning The Depository Trust Company (“DTC”) and its book-entry system, [the Insurer], the City of Los Angeles, California (the “City of Los Angeles”) and the City of Long Beach, California (the “City of Long Beach” and together with the City of Los Angeles, the “Cities”) and information under the headings “THE PORTS,” “THE RAILROADS,” [“THE BOND INSURER,”] “RATINGS” [(with respect to the ratings assigned to the Insurer)], “FINANCIAL STATEMENTS” (with respect to information about the Ports), “CONTINUING DISCLOSURE—The Authority and the Ports” (with respect to information about the Ports) and “—The Railroads” and “UNDERWRITING” and in Appendices B, C, D, F, G and I (as to all of which no representation is made) and did not, as of its date, and does not, as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(d) the Official Statement is as of its date, and will be, as of the date of Closing, true and correct, other than information concerning DTC and its book-entry system, [the Insurer], the prices or yields on the Bonds stated on the inside front cover of the Official Statement, CUSIP numbers and the Cities and information under the headings “THE PORTS,” “THE RAILROADS,” [“THE BOND INSURER,”] “RATINGS” [(with respect to the ratings assigned to the Insurer)], “FINANCIAL STATEMENTS” (with respect to information about the Ports), “CONTINUING DISCLOSURE—The Authority and the Ports” (with respect to information about the Ports) and “—The Railroads” and “UNDERWRITING” and in Appendices B, C, D, F, G and I (as to all of which no representation is made), and does not as of the date hereof and will not as of the date of Closing contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and if the Official Statement is supplemented or amended pursuant to Paragraph 9(e), the Official Statement, as so amended or supplemented, will be true and correct and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no representation is or will be made as to the information contained in the Official Statement, as so amended or supplemented, regarding DTC and its book-entry system, [the Insurer], the Cities, the prices or yields on the Bonds stated on the inside front cover of the Official Statement, CUSIP numbers, and information under the headings “THE PORTS,” “THE RAILROADS,” “THE BOND INSURER,” “RATINGS” [(with respect to the ratings assigned to the Insurer)], “FINANCIAL STATEMENTS” (with respect to information about the Ports), “CONTINUING DISCLOSURE—The Authority and the Ports” (with respect to information about the Ports) and “—The Railroads” and “UNDERWRITING” and in Appendices B, C, D, F, G and I);

(e) (A) if within the Closing Period, any event shall occur or any new or pre-existing fact or condition shall become known that might or that would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall promptly notify the Underwriters thereof and if, in the reasonable opinion of the Representative or the Authority, such event, fact or condition requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority at its expense will supplement or amend the Official Statement and shall provide to the Underwriters copies of such amendment or supplement in quantities sufficient to enable the Underwriters to comply with the rules of the MSRB; and, in connection with any such event or any such amendment or supplement, the Authority agrees to provide to the Underwriters prior written notice of any such supplement or amendment and to provide or to cause to be provided such additional certificates and opinions of counsel as the Representative shall request to evidence the accuracy and completeness of the Official Statement, including any amendment or supplement thereto, and (B) during the Closing Period, the Authority shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without prior written notice to the Underwriters;

(f) the Updated Official Statement will be as of its date, and as of the date of the Settlement, true and correct, other than information concerning DTC and its book-entry system, [the Insurer], the prices or yields on the Bonds stated on the inside front cover of the Official Statement, CUSIP numbers and the Cities and information under the headings “THE PORTS,” “THE RAILROADS,” [“THE BOND INSURER,”] “RATINGS” [(with respect to the ratings assigned to the Insurer)], “FINANCIAL STATEMENTS” (with respect to information about the Ports), “CONTINUING DISCLOSURE—The Authority and the Ports” (with respect to information about the Ports) and “—The Railroads” and “UNDERWRITING” and in Appendices B, C, D, F, G and I (as to all of which no representation is made), and will not as of its date and will not as of the date of Settlement contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and if the Updated Official Statement is supplemented or amended pursuant to Paragraph 9(e), the Updated Official Statement, as so amended or supplemented, will be true and correct and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no representation is or will be made as to the information contained in the Updated Official Statement, as so amended or supplemented, regarding DTC and its book-entry system, [the Insurer], the Cities, the prices or yields on the Bonds stated on the inside front cover of the Official Statement, CUSIP numbers, and information under the headings “THE PORTS,” “THE RAILROADS,” “THE BOND INSURER,” “RATINGS” [(with respect to the ratings assigned to the Insurer)], “FINANCIAL STATEMENTS” (with respect to information about the Ports), “CONTINUING DISCLOSURE—The Authority and the Ports” (with respect to information about the Ports) and “—The Railroads” and “UNDERWRITING” and in Appendices B, C, D, F, G and I);

(g) (A) if within the Settlement Period, any event shall occur or any new or pre-existing fact or condition shall become known that might or that would cause the Updated Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall promptly notify the Underwriters thereof and if, in the reasonable opinion of the Representative or the Authority, such event, fact or condition requires the preparation and publication of a supplement or amendment to the Updated Official Statement, the Authority at its expense will supplement or amend the Updated Official

Statement and shall provide to the Underwriters copies of such amendment or supplement in quantities sufficient to enable the Underwriters to comply with the rules of the MSRB; and, in connection with any such event or any such amendment or supplement, the Authority agrees to provide to the Underwriters prior written notice of any such supplement or amendment and to provide or to cause to be provided such additional certificates and opinions of counsel as the Representative shall request to evidence the accuracy and completeness of the Updated Official Statement, including any amendment or supplement thereto, and (B) during the Settlement Period, the Authority shall not supplement or amend the Updated Official Statement or cause the Updated Official Statement to be supplemented or amended without prior written notice to the Underwriters.

(h) For purposes of the Forward Delivery Agreement, the “End of the Underwriting Period” shall mean the day of the Settlement, or, if the Authority has been notified in writing by the Representative, on or prior to the date of the Settlement, that the “end of the underwriting period” within the meaning of Rule 15c2-12 will not occur on the date of the Settlement, such later date on which the “end of the underwriting period” within such meaning has in fact occurred. In the event that the Authority has been given notice pursuant to the preceding sentence that the “end of the underwriting period” will not occur on the date of the Settlement, the Representative agrees to notify the Authority in writing of the date it does occur as soon as practicable following the “end of the underwriting period” for all purposes of Rule 15c2-12; provided, however, that if the Representative has not otherwise so notified the Authority of the “end of the underwriting period” by the 180th day after the Settlement, then the “end of the underwriting period” shall be deemed to occur on such 180th day unless otherwise agreed to by the Authority.

(i) the Authority is a validly existing joint powers authority of the State of California (the “State”) established under the Act;

(j) between the date hereof and at the time of Settlement, except as disclosed in the Preliminary Official Statement and in the Official Statement, the Authority will not without the prior written consent of the Representative offer or issue any bonds or securities with a lien on Revenues on a parity with or superior to the lien of the Bonds, or offer or issue to any party other than the Underwriters any bonds or securities in lieu of the Bonds and will not, without prior written consent of the Representative, offer or issue any other bonds, notes or other obligations for borrowed money or incur any other material liabilities, direct or contingent, other than in the ordinary course of its business;

(k) the Authority is not in breach of or in default under any of the Transaction Documents, the effects of which would affect the financial or business operations of the Authority, the security for the Bonds or the Authority’s ability to pay the Bonds, and the Authority is not in material breach of or in material default under any of the other Authority Documents; the Authority is not in material breach of or in material default under (A) any applicable constitutional provision, law or administrative regulation of the State or the United States of America or any agency or instrumentality of either or any applicable judgment or decree or (B) any other loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Authority is, or on the date of the Closing or the Settlement will be, a party or to which the Authority or any of its properties or assets is otherwise subject; and no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a breach of or default under the Transaction Documents or a material breach of or default or event of material default under any other such agreement, law, regulation or instrument, or that would constitute a breach of or a default or an event of default under the Indenture, the Bonds, the Use and Operating Agreement or the Forward Delivery

Agreement; the adoption of the 2022 Resolution, the issuance, sale and delivery of the Bonds, and the execution and delivery of the Forward Delivery Agreement, the other 2023 Documents and the Bonds and the observance and performance of the provisions thereof will not conflict with or constitute a breach of or default by the Authority under any constitutional provision, law, administrative regulation, judgment, court decree, loan agreement, indenture, bond, note, resolution, or other material agreement or instrument to which the Authority is subject, or by which it or any of its properties is bound, nor will any such adoption, execution, delivery, observance or performance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever by the Authority upon any of its properties or under the terms of any such law, regulation or instrument, except as provided by the Bonds, the Indenture and the 2022 Resolution;

(l) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending with respect to which the Authority has been served with process or, to the best of the Authority's knowledge after due investigation, threatened, against the Authority affecting the existence of the Authority or the Board or the titles of its officers to their respective offices or affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds or the collection by the Authority of Revenues pledged or to be pledged to pay the principal of and premium, if any, and interest on the Bonds or the pledge thereof or the application of the proceeds of the sale of the Bonds or the collection and application of M & O Charges, or contesting or affecting the powers of the Authority with respect to, or the validity or enforceability of, or any authority for, any of the Transaction Documents or contesting the powers of the Authority or any authority of the Authority for the issuance of the Bonds or the adoption of the 2022 Resolution or the execution and delivery of the 2023 Documents or performance by the Authority of its obligations under the 2023 Documents and the other Transaction Documents, or seeking to restrain or enjoin or otherwise to affect the operation of the Rail Corridor, or contesting the tax-exempt status of the interest on the Bonds, or contesting or challenging the consummation of the transactions contemplated in the Transaction Documents or any of its obligations under the Transaction Documents, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or asserting that the Preliminary Official Statement or the Official Statement contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or that might result in a material adverse change in the operations of the Rail Corridor or in the financial condition of the Authority or its ability to pay the Bonds, nor, to the best knowledge of the Authority, is there any basis for any action, suit proceeding, inquiry or investigation of the nature described in this clause; the Authority shall advise the Representative promptly of the institution of any legal or regulatory proceedings of which its Co-General Counsel is aware prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering or sale of the Bonds;

(m) the Authority shall furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters as may be requested: (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the Underwriters and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and shall cooperate with the Underwriters to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Authority shall not be required to execute any general or special consents to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction;

(n) the Bonds, if and when issued and delivered in accordance with the Indenture and the 2022 Resolution and sold to the Underwriters as provided herein, and the Forward Delivery Agreement and the other 2022 Documents when executed and delivered, will be legal, valid and binding obligations of the Authority, enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought and to the limitations on the exercise of legal remedies against public agencies in the State of California; the owners of the Bonds will be entitled to the benefits of the Indenture; upon such issuance and delivery of the Bonds, the Indenture will provide, for the benefit of the owners from time to time of the Bonds, a legally valid and binding lien and charge upon Revenues, and none of the Ports, the Railroads or any creditor of any of them have or shall have any claim on payments made or to be made under the Use and Operating Agreement or to any other Revenues except as specifically provided and subject to the terms and conditions of the Indenture;

(o) all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, court, board, agency or commission having jurisdiction of the matter which are required to be obtained by the Authority for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due observance and performance by the Authority of its obligations in connection with, the issuance and sale of the Bonds under the Indenture and the Forward Delivery Agreement, the execution and delivery of the 2023 Documents, the operation of the Rail Corridor, or the performance by the Authority of its obligations under the Transaction Documents, have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds, as to which no representation is made; and all approvals, consents and authorizations related to the issuance and sale of the Bonds and the performance by the Authority of its obligations under the Indenture required to have been obtained pursuant to the Transaction Documents from the Ports, the Railroads and any other person have been obtained;

(p) the financial statements and other historical financial information of the Authority contained in the Preliminary Official Statement and in the Official Statement fairly present the financial position of the Authority as of the dates indicated and the results of its operations, for the periods therein specified, and, as described independent auditor's report, are in conformity with generally accepted accounting principles applicable to the Authority applied on a consistent basis, and there has been no material adverse change in the financial condition or results of operations of the Authority since the respective dates;

(q) any certificate signed by any official of the Authority and delivered to the Representative or to the Underwriters pursuant hereto or in connection herewith shall be deemed to be a representation by the Authority (and not of such official in his or her individual capacity) to each of the Underwriters as to the statements made therein;

(r) the Authority has never defaulted in the payment of principal of or interest on any of its debt obligations;

(s) the Authority has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Authority is a bond issuer upon whose arbitrage certificates a bondowner may not rely;

(t) within the past five years, the Authority has not failed to comply in any material respects with its past continuing undertakings pursuant to Paragraph (b)(5) of Rule 15c2-12;

(u) in order to assist the Underwriters in complying with Rule 15c2-12, the Authority will undertake, pursuant to the Indenture and the Continuing Disclosure Certificate, the form of which is included in the Preliminary Official Statement and in the Official Statement as Appendix H, to provide certain annual financial information and to provide notices upon the occurrence of certain events;

(v) the Authority has obtained or caused to be obtained all insurance policies required under the Authority Documents for the Project (as defined in the Indenture), and the premiums thereon have been paid, and the Authority will obtain or cause to be obtained all other insurance policies as and when required under the Authority Documents;

(w) the Authority has obtained all material permits required to be obtained for the operation of the Project, all of which are in full force and effect, and the Authority has no reason to believe that the permits that cannot be obtained for the operation of the Project as of the date hereof or that must be renewed in the future will not be obtained or renewed when required; and

(x) since the date of the latest audited financial statements included in the Preliminary Official Statement and in Official Statement, the Authority has not sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement; and there has not been any material change in the long-term debt of the Authority or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position or results of operations of the Authority, other than as disclosed in the Preliminary Official Statement and in the Official Statement.

10. Closing. At ____ A.M., California time, on ___, 2022, or at such other date and time as shall have been mutually agreed upon by the Authority and the Representative, and subject to the terms of the Forward Delivery Agreement, the Authority shall deliver or cause to be delivered to the Underwriters at the offices of O’Melveny & Myers LLP (“Bond Counsel”) in Los Angeles, California (or at such other location as may be designated by the Representative and approved by the Authority), the other documents noted in Paragraph 13(a) hereof. Assuming the Closing is completed in accordance with the provisions of the Forward Delivery Agreement then, subject to the provisions of the Forward Delivery Agreement, the Underwriters shall be obligated to purchase the Bonds and pay the Purchase Price therefor (and the Authority shall be obligated to issue and deliver such Bonds) at the Settlement.

11. Settlement. At ____ A.M., California time, on ___, 2023, or at such other date and time as shall have been mutually agreed upon by the Authority and the Representative, and subject to the terms of the Forward Delivery Agreement, the Authority shall deliver or cause to be delivered: (i) to DTC (or to the Trustee in accordance with DTC’s Fast Automated Securities Transfer System), the Bonds in definitive form duly executed by the Authority as described below; and (ii) to the Underwriters at the offices of Bond Counsel in Los Angeles, California (or at such other location as may be designated by the Representative and approved by the Authority), the other documents noted in Paragraph 15(a) hereof, and subject to the terms and conditions contained herein, the Underwriters

shall accept such delivery and pay to the Trustee for the account of the Authority the Purchase Price of the Bonds in immediately available funds.

The Representative shall order CUSIP identification numbers, and the Authority shall cause such CUSIP identification numbers to be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and to pay for the Bonds in accordance with the terms of the Forward Delivery Agreement. The Bonds shall be prepared and delivered for inspection by the Representative at least one business day prior to the date of the Settlement and shall be in the form of one certificate for each series, maturity and interest rate, fully registered in the name of Cede & Co., as nominee of DTC.

12. Certain Conditions to the Underwriters' Obligations. The Underwriters have entered into the Forward Delivery Agreement in reliance upon the representations, agreements and warranties of the Authority contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and the Settlement, and upon the performance by the Authority of its respective obligations hereunder, both as of the date hereof and as of the dates of the Closing and the Settlement. Accordingly, the Underwriters' obligations under the Forward Delivery Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Authority of its obligations to be performed hereunder and the delivery of the documents and instruments required to be delivered hereby at or prior to the Closing and the Settlement, and shall also be subject to the following additional conditions:

(a) The representations and warranties of the Authority contained herein shall be true, complete and correct on the date hereof, on and as of the date of the Closing, as if made on the date of the Closing and on and as of the date of the Settlement, as if made on the date of the Settlement;

(b) Both at the time of the Closing and at the time of the Settlement, the Forward Delivery Agreement, the 2022 Resolution, the Continuing Disclosure Certificate and the Indenture (as supplemented to such date), and, at the time of the Settlement only, the Indenture (as supplemented to such date, including as supplemented by the Fifteenth Supplemental Indenture) and the Escrow Agreement, shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented or superseded in any manner which will adversely affect (i) the ability of the Authority to issue the Bonds or perform its obligations thereunder or under the Forward Delivery Agreement or (ii) the security for the Bonds; and both at the time of the Closing and at the time of the Settlement, the Official Statement and the Updated Official Statement shall not have been supplemented, superseded or amended except pursuant to the provisions of the Forward Delivery Agreement;

(c) At the time of the Closing and at the time of the Settlement, all official action of the Authority and of the other parties thereto relating to the Forward Delivery Agreement, the Bonds, the Continuing Disclosure Certificate, the Indenture and the Escrow Agreement shall have been taken and shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any material adverse respect; and

(d) At the time of the Closing and at the time of the Settlement, there shall have been no material adverse change in the financial position, results of operations or condition, financial or otherwise, of the Authority, even if described in an amendment to the Official Statement or the Updated Official Statement.

(e) The representations of the Railroads and of the Ports contained or incorporated in the Letters of Representation shall be true, complete and correct on the date hereof, on and as of the date of the Closing, as if made on the date of the Closing and on and as of the date of the Settlement, as if made on the date of the Settlement;

(f) At the time of the Closing and at the time of the Settlement (i) the Resolutions and the Authority Documents shall be in full force and effect and shall not have been amended, modified or supplemented after the date of the Official Statement or the Updated Official Statement, as applicable, except as shall have been agreed to in writing by the Representative; and (ii) the Authority shall have performed its obligations required under or specified in the Resolutions and in the Authority Documents to be performed at or prior to the Closing or the Settlement, as applicable.

13. Closing Conditions. The obligations of the Underwriters hereunder shall be subject to the performance by the Authority of its obligations hereunder at or prior to the Closing and are also subject to the following conditions:

(a) at or prior to the Closing, the Underwriters shall receive the following documents, in each case reasonably satisfactory in form and substance to the Representative:

(i) the Official Statement, duly executed on behalf of the Authority by the Authority's Chief Executive Officer or by his authorized designee;

(ii) the 2022 Resolution, the Forward Delivery Agreement and the Continuing Disclosure Certificate, duly executed and delivered by the respective parties thereto;

(iii) [executed counterparts of the Fifteenth Supplemental Indenture and the Escrow Agreement for delivery at Settlement;]

(iv) certified copies of all of the other Authority Documents with only such changes or amendments thereto after the date hereof as may have been agreed to in writing by the Representative;

(v) copy of the Authority's Blanket Letter of Representations to DTC;

(vi) a letter dated the date of Closing and addressed to the Authority, of Bond Counsel, in substantially the form attached hereto as Exhibit E, together with a letter of such counsel, dated the date of the Closing and addressed to the Underwriters, to the effect that the foregoing letter addressed to the Authority may be relied upon by the Underwriters to the same extent as if such letter were addressed to them;

(vii) a letter dated the date of Closing and addressed to the Authority, of Special Tax Counsel, in substantially the form attached hereto as Exhibit F, together with a letter of such counsel, dated the date of the Closing and addressed to the Underwriters, to the effect that the foregoing letter addressed to the Authority may be relied upon by the Underwriters to the same extent as if such letter were addressed to them;

(viii) a supplemental opinion, dated the date of the Closing and addressed to the Underwriters [and the Insurer], of Bond Counsel substantially in the form attached hereto as Exhibit G;

(ix) a supplemental opinion, dated the date of the Closing and addressed to the Underwriters [and the Insurer], of Special Tax Counsel substantially in the form attached hereto as Exhibit H;

(x) an opinion, dated the date of Closing and addressed to the Authority and the Trustee, of Bond Counsel delivered pursuant to Sections 8.02(a) and 8.02(g) of the Master Indenture to the effect that the Fifteenth Supplemental Indenture is authorized or permitted by the Master Indenture and shall, upon the execution and delivery thereof, be valid and binding upon the Authority in accordance with its terms, together with a reliance letter addressed to the Underwriters;

(xi) a letter from Bond Counsel, dated the date of Closing and addressed to the Authority and the Underwriters to the effect that it is not aware of any reason that will prevent it from delivery on the date of Settlement an opinion to the effect that the Refunded 2013A Bonds have been deemed paid and are no longer outstanding pursuant to the terms of the Indenture;

(xii) A letter, dated as of the date of Closing and addressed to the Underwriters, of Sheppard, Mullin, Richter & Hampton LLP, as Disclosure Counsel, substantially in the form attached hereto as Exhibit I;

(xiii) an opinion, dated the date of Closing and addressed to the Underwriters, the Trustee [and the Insurer], of Co-General Counsel of the Authority, solely in such counsel's official capacity and not in any personal capacity, to the effect that:

(a) the Authority is a joint powers authority of the State duly created under the Act and is in compliance in all material respects with the provisions of the Act in respect of the execution and delivery of the Continuing Disclosure Certificate and the Forward Delivery Agreement and the performance of its obligations thereunder;

(b) the Board has power and authority under the Act and the Joint Powers Agreement to adopt the 2022 Resolution and the 2022 Resolution was duly adopted at meetings duly noticed, called and held;

(c) the Authority has power and authority (A) to execute and deliver the Continuing Disclosure Certificate and the Forward Delivery Agreement, (B) to authorize and to approve the use and distribution of the Preliminary Official Statement and the execution, use and distribution of the Official Statement, (C) to issue, sell and deliver the Bonds to the Underwriter as provided in the Indenture and the Forward Delivery Agreement and (D) to operate the Rail Corridor, to collect and pledge the Revenues, to collect and apply the M & O Charges and to carry out and consummate all other transactions contemplated in the Authority Documents;

(d) to the best knowledge of such Co-General Counsel, after due investigation, the Authority is not in breach of or in default under the any of the Transaction Documents and is not in material breach of or in material default under any of the other Authority Documents;

(e) to the best knowledge of such Co-General Counsel, after due investigation, the Authority is not in material breach of or in material default under any applicable constitutional provision, law or administrative regulation of the State or the United States of America or any agency or instrumentality of either or any applicable judgment or decree or any other loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Authority is,

or on or after the date of the Closing will be, a party or to which the Authority or any of its properties or assets is otherwise subject, and to the best knowledge of such Co-General Counsel, after due investigation, no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default or event of default by the Authority under any such agreement, law, regulation or instrument;

(f) the adoption of the 2022 Resolution and the execution and delivery of the the Continuing Disclosure Certificate and the Forward Delivery Agreement and the observance and performance of the provisions thereof will not conflict with or constitute a breach of or default by the Authority under any constitutional provision, law, administrative regulation, judgment, court decree, loan agreement, indenture, bond, note, resolution or other agreement or instrument to which the Authority is subject, or by which it or any of its properties is bound, nor will any such adoption, execution, delivery, observance or performance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever by the Authority or upon any of its properties or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Authority Documents;

(g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending with respect to which the Authority has been served with process or, to such Co-General Counsel's knowledge after due investigation, threatened, against the Authority affecting the existence of the Authority or the Board or the titles of its officers to their respective offices; affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds, the collection by the Authority of Revenues pledged to pay the principal of and premium, if any, and interest on the Bonds or the pledge thereof, the application of the proceeds of the sale of the Bonds or the collection and application of M & O Charges; contesting or affecting the powers of the Authority with respect to, or the validity or enforceability of, or any authority for, any of the Authority Documents, contesting the powers of the Authority or any authority of the Authority for the issuance of the Bonds or the adoption of the 2022 Resolution or the execution and delivery of the Forward Delivery Agreement, the Escrow Agreement, the Continuing Disclosure Certificate and the Fifteenth Supplemental Indenture or the performance by the Authority of its obligations under any of the Authority Documents; seeking to restrain or enjoin or otherwise to affect the operation of the Rail Corridor; contesting the tax-exempt status of the interest on the Bonds; contesting or challenging the consummation of the transactions contemplated in the Authority Documents or the Authority's ability to collect and pledge the Revenues to the payment of the Bonds as provided in the Indenture, to collect and apply the M & O Charges or to pay the Bonds or any of its obligations under the Authority Documents; contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or asserting that the Preliminary Official Statement or the Official Statement contains or contained any untrue statement of a material fact or omits or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or that might result in a material adverse change in the operations of the Rail Corridor or in the financial condition of the Authority or its ability to pay the Bonds; nor, to the best knowledge of such counsel, is there any basis for any action, suit proceeding, inquiry or investigation of the nature described in this clause;

(h) all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, court, board, agency or commission having jurisdiction of the matter which are required to be obtained by the Authority for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due observance and performance by the Authority of its obligations in connection

with, the issuance and sale of the Bonds under the Indenture and the Forward Delivery Agreement, the execution and delivery of the Bonds, the Fifteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, the Official Statement or the Forward Delivery Agreement, the operations of the Rail Corridor, or the performance by the Authority of its obligations under the Authority Documents, have been duly obtained (except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds as to which no opinion need be given); and all approvals, consents and authorizations required to have been obtained under the Authority Documents from the Railroads, the Ports and from any other person in connection with the issuance of the Bonds have been obtained;

(i) the execution and delivery by the Authority of, and performance by the Authority of its obligations under the Continuing Disclosure Certificate and the Forward Delivery Agreement were duly authorized, and the Continuing Disclosure Certificate and the Forward Delivery Agreement have been duly executed and delivered and are legal, valid and binding obligations of the Authority enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public agencies in the State and, in the case of indemnification provisions in the Forward Delivery Agreement, except as enforcement thereof may be limited by federal securities laws and public policy;

(j) the Authority has duly authorized the delivery of the Preliminary Official Statement and the Official Statement to the Underwriters and the distribution by the Underwriters of the Preliminary Official Statement to potential purchasers of the Bonds and of the Official Statement to potential purchasers and purchasers of the Bonds; and in addition, such Co-General Counsel shall state in a separate letter or letters dated the date of the Closing and addressed to the Underwriters that, based upon the participation of such counsel in the preparation of the Preliminary Official Statement and the Official Statement as Co-General Counsel of the Authority, such Co-General Counsel has no reason to believe that the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the date of Closing, (except for any financial, statistical, demographic or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion and except for any information concerning DTC and its book-entry system, [the Insurer], the tax treatment of the Bonds and information concerning the Cities, CUSIP numbers, the prices and yields on the Bonds shown on the inside cover of the Official Statement, information under the headings "THE PORTS" and "THE RAILROADS," and information under the headings ["THE BOND INSURER,"] "RATINGS" [(but only with respect to the ratings assigned to the Insurer)], "TAX MATTERS," "UNDERWRITING," "CONTINUING DISCLOSURE—The Authority and the Ports" (with respect to information about the Ports) and "—The Railroads" and "FINANCIAL STATEMENTS" (with respect to information about the Ports) and in Appendices B, C, D, F, G and I, as to all of which no view need be expressed) contained or contains, any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were or are made, not misleading;

(xiv) an opinion, dated the date of Closing and addressed to the Authority, the [Insurer] and the Underwriters, of counsel to each of the Ports to the effect that: (a) the execution and delivery by the Port of the Letter of Representation and the Continuing Disclosure Certificate, and the performance by the Port of its obligations under the Continuing Disclosure Certificate and the

Letter of Representation was duly authorized by the respective City, acting through its Board of Harbor Commissioners, and each of the Letter of Representation and the Continuing Disclosure Certificate was executed and delivered by such City, and the Letter of Representation, the Continuing Disclosure Certificate and each of the Port Agreements (as defined in the applicable Letter of Representation) is the legal, valid and binding obligation of, such City, enforceable in accordance with its respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and remedies generally, to the application of equitable principles where equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public agencies in the State of California; (b) to the best knowledge of such counsel, the execution and delivery of the Letter of Representation and the Continuing Disclosure Certificate and the performance by the Port of its obligations under the Letter of Representation, the Continuing Disclosure Certificate and each of the Port Agreements do not and will not, in any material respect, conflict with or constitute a breach of, or default by, the Port under any constitutional provision, law, administrative regulation, judgment, court decree, loan agreement, indenture, bond, note, resolution, or other material agreement or instrument to which the Port or the transactions contemplated in the Letter of Representation, the Continuing Disclosure Certificate and in each of the Port Agreements is subject, or by which the Port or any of its properties is bound (and of which such counsel is aware after reasonable investigation); (c) to the best knowledge of such counsel, all authorizations, approvals, consents and orders of any governmental authority, legislative body, court, board, agency or commission having jurisdiction of the matter which are required to be obtained by the Port for the due authorization, execution and delivery of, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due observance and performance by the Port of its obligations under or in connection with, the Letter of Representation, the Continuing Disclosure Certificate and each of the Port Agreements have been obtained and are in full force and effect; (d) to such counsel's knowledge after due investigation (which involved only inquiries of the City Clerk and the Executive Secretary of the Board), there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against the Port affecting the existence of the Port or the validity or enforceability of, or any authority for, the Letter of Representation, the Continuing Disclosure Certificate or any of the Port Agreements or contesting the performance by the Port of the Letter of Representation, the Continuing Disclosure Certificate or any of the Port Agreements; and (e) to the best knowledge of such counsel, the Port is not in material breach of or in material default under any of the Port Agreements;

(xv) an opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel to the Underwriters, dated the date of Closing and addressed to the Underwriters, substantially in the form attached hereto as Exhibit J;

(xvi) a certificate of the Authority, dated the date of the Closing and signed on behalf of the Authority by the Chief Executive Officer of the Authority or by his authorized designee, to the effect that (a) the representations of the Authority contained in the Forward Delivery Agreement are true and correct in all respects on and as of the date of the Closing as if made on the date of the Closing; (b) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending with respect to which the Authority has been served with process, or, to the best of the Authority's knowledge after due investigation, threatened, against the Authority affecting the existence of the Authority or the Board or the titles of its officers to their respective offices or affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds or the collection by the Authority of Revenues pledged to pay the principal of and premium, if any, and interest on the Bonds or the pledge thereof or the

application of the proceeds of the sale of the Bonds, the collection and application of M & O Charges or contesting or affecting the powers of the Authority with respect to, or the validity or enforceability of, or any authority for, the Authority Documents or contesting the powers of the Authority or any authority of the Authority for the issuance of the Bonds or the adoption of the 2022 Resolution or the execution and delivery of the Forward Delivery Agreement, the Fifteenth Supplemental Indenture, the Escrow Agreement, the Continuing Disclosure Certificate, the Official Statement or performance by the Authority of its obligations under the Authority Documents, or seeking to restrain or enjoin or otherwise to affect the operation of the Rail Corridor, or seeking to challenge or revoke any Permit (as defined in the Indenture), or contesting the tax-exempt status of the interest on the Bonds, or contesting or challenging the consummation of the transactions contemplated by the Authority Documents, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or asserting that the Preliminary Official Statement or the Official Statement contains or contained any untrue statement of a material fact or omits or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or that might result in a material adverse change in the operations of the Rail Corridor or in the financial condition of the Authority or its ability to pay the Bonds, nor, to the best of the Authority's knowledge, is there any basis for any action, suit proceeding, inquiry or investigation of the nature described in this clause; and (c) since the date of the Official Statement, no material adverse change in the financial condition or prospects of the Authority or the Project and no other event adversely affecting the Authority or the Project or the Authority's condition, financial or otherwise, or the Authority's ability to collect or pledge the Revenues pledged to pay the principal of and premium, if any, and interest on the Bonds or to collect and apply M & O Charges has occurred, which should be disclosed in the Official Statement in order that the Official Statement not contain an untrue statement of a material fact or omit to state a material fact or necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading;

(xvii) a certificate of each of the Ports, dated the date of the Closing and signed by the Chief Financial Officer, in the case of the Port of Los Angeles, and by the Director of Finance, in the case of the Port of Long Beach, to the effect that representations in such Port's Letter of Representation are true and correct in all respects as of date of Closing;

(xviii) a certificate of each of the Railroads, dated the date of the Closing and signed by the Chief Financial Officer or by a Vice President of such Railroad, to the effect that representations in such Railroad's Letter of Representation are true and correct in all respects as of date of Closing;

(xix) a letter from Moss Adams LLP, dated the date of the Closing, consenting to the inclusion in the Official Statement of the report, dated ____, 2022, with respect to the audited financial statements of the Authority for the fiscal year ended June 30, 2021, include as Appendix A to the Official Statement and to the reference to Moss Adams LLP and to its report under the heading "FINANCIAL STATEMENTS" and elsewhere in the Official Statement;

(xx) copies of the items delivered on the date of the Forward Delivery Agreement pursuant to Paragraph 6 hereof;

(xxi) a certificate of the Trustee, dated the date of the Closing, in form and substance satisfactory to the Representative;

(xxii) a Form 8038-G executed by the Authority;

(xxiii) evidence satisfactory to the Underwriters that the [Insured Bonds have been rated “_____” by S&P Global Ratings (“S&P”), and “_____” by Moody’s Investors Service (“Moody’s”), with the understanding that the municipal bond insurance policy will be delivered on the date of Closing;] and evidence satisfactory to the Underwriters of the assignment of ratings on the Bonds [without taking the municipal bond insurance policy into account, of “_____” by S&P, of “_____” by Moody’s and of “_____” by Fitch Ratings, Inc. (“Fitch”), together with a confirmation from the Authority that there has been no adverse change in or withdrawal of any of such ratings as of the date of the Closing;

(xxiv) [Reserved];

(xxv) the Verification Report from the Verification Agent;

(xxvi) copies of the Continuing Disclosure Agreements executed by the Railroads;

(xxvii) such additional legal opinions, certificates, instruments, permits, consents and other documents as the Representative or Bond Counsel may reasonably request to evidence the compliance of the Authority with legal requirements, the truth and accuracy, as of the date hereof and as of the time of the Closing, of the Authority’s representations contained herein and of the statements and information contained in the Preliminary Official Statement and in Official Statement, as each may be supplemented or amended, and the due performance and satisfaction by the Authority at or prior to the time of the Closing of all agreements then to be performed and all conditions then to be satisfied by the Authority and all conditions precedent to the issuance of the Bonds pursuant to the Indenture shall have been fulfilled and to evidence the exclusion from gross income for federal and State income tax purposes of the interest and any original issue discount on the Bonds.

14. Termination at and prior to the Closing. The Underwriters may terminate the Forward Delivery Agreement, without liability therefor, by notification by the Representative in writing to the Authority if at any time subsequent to the date of the Forward Delivery Agreement and at or prior to the Closing:

(a) there shall occur any change or any development involving a prospective change, in or affecting the business, properties or financial condition of the Authority, the Ports, the Railroads, [the Insurer] or the Project, including from any sustained loss of or interference with their respective businesses from fire, explosion, flood or other calamity, whether or not covered by insurance or indemnities, or from any labor dispute or court or governmental action, order or decree, which, in the reasonable opinion of the Representative, materially impairs the investment quality, the marketability or the market price of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(b) legislation shall have been enacted by the Congress of the United States, or introduced by amendment or otherwise in or passed by either House of the Congress, or recommended or endorsed to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress of the United States by any committee of such House to which such legislation has been referred for consideration, or recommended or endorsed for passage or presented for consideration by the Chairman or ranking minority member of any such committee or by the Treasury Department of the United States, the Internal Revenue Service or the staff of the Joint Committee on Taxation of the Congress, or a decision shall have been rendered by a court of the United

States, or the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement shall have been made by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency of appropriate jurisdiction, with respect to federal taxation of interest received on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the owners thereof, which in the reasonable opinion of the Underwriters would materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(c) there shall have occurred a declaration of war by the United States, any new outbreak of hostilities or any escalation in existing hostilities, or any other new national or international emergency, calamity, terrorism or financial crisis or the rating on the sovereign debt of the United States by any major credit rating agency is downgraded or withdrawn or an actual or imminent default or moratorium in respect of payment of any United States Treasury bills, bonds or notes or a default with respect to debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States, the effect of which, in the reasonable opinion of the Representative, would materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(d) a general banking moratorium shall have been declared by federal, New York or State authorities or a major financial crisis or material disruption in commercial banking or securities settlement, payment or clearance services shall have occurred, which, in the reasonable opinion of the Representative, would materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds

(e) there shall be in force a general suspension of trading on the New York Stock Exchange or other national securities exchange, or minimum or maximum prices for trading not in force on the date hereof shall have been fixed and be in force, or maximum ranges for prices for securities not in force on the date hereof shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(f) the New York Stock Exchange or other national securities exchange, the MSRB, the Financial Industry Regulatory Authority, or any other federal or state authority or agency shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force or not now being enforced, or increase materially those now in force, with respect to the extension of credit by, or the charges to the net capital requirements of, the Underwriters;

(g) any rating of bonds, notes or other obligations of the Authority (including, without limitation, the Bonds), the Ports, [the Insurer] or the Railroads shall have been downgraded, suspended or withdrawn, or placed on credit watch with negative outlook, by Moody's, Fitch or S&P and such action, in the reasonable opinion of the Underwriters, will materially adversely affect the marketability or the market price of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(h) any event occurring, or information becoming known which, in the reasonable opinion of the Underwriters, makes untrue or incorrect in any material respect any statement or information contained in the Official Statement (other than any statement provided by the Underwriters

under the heading “UNDERWRITING”), or has the effect that the Official Statement (other than any statement provided by the Underwriters under the heading “UNDERWRITING”) contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Authority refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is, in the reasonable opinion of the Underwriters, to materially adversely affect the marketability or the market price for the Bonds or the sale, at the contemplated offering prices (or yields) of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(i) any legislation, constitutional amendment, ordinance, rule, regulation or policy shall be introduced in or enacted by or issued by any governmental body, board, department or agency of the State or the United States, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered, affecting the Authority, the Ports, the Railroads or [the Insurer] which, in the reasonable opinion of the Underwriters, will materially adversely affect the marketability or the market price of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(j) any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Bonds, the 2022 Resolution, the Authority Documents or the existence or powers of the Authority with respect to its obligations under the Authority Documents; or

(k) legislation shall be enacted, or an order, decree, decision or injunction shall be issued, made or rendered by any court of the United States of competent jurisdiction, or any action, stop order, ruling, regulation (final, temporary or proposed) or official statement shall have been issued or made by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction in the subject matter, the effect of which is (i) to require that the Bonds or other securities of the Authority be registered under the Securities Act or the Securities Exchange Act of 1934, as amended, or that the Indenture to be qualified under the Trust Indenture Act, or (ii) to make the issuance, offering or sale of the Bonds illegal.

15. Settlement Conditions. (a) The Underwriters’ obligations under the Forward Delivery Agreement to purchase, to accept delivery of and to pay for the Bonds at the Settlement shall be conditioned upon the performance by the Authority of its obligations to be performed hereunder, including, without limitation, the Closing having been completed, and the Authority having tendered performance of its obligations under Paragraphs 11 and 12 hereof with respect to the Settlement, which Settlement shall not be completed unless the Representative on behalf of the Underwriters shall receive at the time of the Settlement the following:

(a) at or prior to the Settlement, the Underwriters shall receive the following documents, in each case reasonably satisfactory in form and substance to the Representative:

(i) the Updated Official Statement, duly executed on behalf of the Authority by the Authority’s Chief Executive Officer or by his authorized designee;

(ii) the 2023 Documents, duly executed and delivered by the respective parties thereto;

(iii) certified copies of all of the other Authority Documents with only such changes or amendments thereto after the date hereof as may have been agreed to in writing by the Representative;

(iv) copy of the Authority's Blanket Letter of Representations to DTC;

(v) the legal opinion of Bond Counsel, dated the date of the Settlement and addressed to the Authority, substantially in the form set forth in Appendix G of the Official Statement, and a letter or letters addressed to the Trustee, [the Insurer] and the Underwriters to the effect that the Trustee, [the Insurer] and the Underwriters may rely upon such opinion as if it were addressed to the Trustee, [the Insurer] and the Underwriters;

(vi) the legal opinion of Special Tax Counsel, dated the date of the Settlement and addressed to the Authority, substantially in the form set forth in Appendix G of the Official Statement, and a letter or letters addressed to the Trustee, [the Insurer] and the Underwriters to the effect that the Trustee, [the Insurer] and the Underwriters may rely upon such opinion as if it were addressed to the Trustee, [the Insurer] and the Underwriters;

(vii) a supplemental opinion, dated the date of the Settlement and addressed to the Underwriters [and the Insurer], of Bond Counsel substantially in the form attached hereto as Exhibit G;

(viii) a supplemental opinion, dated the date of the Settlement and addressed to the Underwriters [and the Insurer], of Special Tax Counsel substantially in the form attached hereto as Exhibit H;

(ix) an opinion, dated the date of Settlement and addressed to the Authority and the Trustee, of Bond Counsel delivered pursuant to Section 8.02(a) of the Master Indenture to the effect that the Fifteenth Supplemental Indenture is authorized or permitted by the Master Indenture and shall, upon the execution and delivery thereof, be valid and binding upon the Authority in accordance with its terms, together with a reliance letter addressed to the Underwriters;

(x) the defeasance opinion of Bond Counsel with respect to the Refunded 2013A Bonds, addressed to the Authority and the Underwriters;

(xi) A letter, dated the the date of Settlement and addressed to the Underwriters, of Sheppard, Mullin, Richter & Hampton LLP, as Disclosure Counsel, substantially in the form attached hereto as Exhibit I;

(xii) an opinion, dated the date of Settlement and addressed to the Underwriters, the Trustee [and the Insurer], of Co-General Counsel of the Authority, solely in such counsel's official capacity and not in any personal capacity, to the effect that:

(a) the Authority is a joint powers authority of the State duly created under the Act and is in compliance in all material respects with the provisions of the Act in respect of the issuance and sale of the Bonds and the execution and delivery of the Fifteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement and the Forward Delivery Agreement and the performance of its obligations thereunder;

(b) the Board has power and authority under the Act and the Joint Powers Agreement to adopt the 2022 Resolution and the 2022 Resolution were duly adopted at meetings duly noticed, called and held;

(c) the Authority has power and authority (A) to execute and deliver the Fifteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement and the Forward Delivery Agreement, (B) to issue, sell and deliver the Bonds to the Underwriters as provided in the Indenture and the Forward Delivery Agreement, (C) to authorize and to approve the execution, use and distribution of the Updated Official Statement and (D) to operate the Rail Corridor, to collect and pledge the Revenues, to collect and apply the M & O Charges and to carry out and consummate all other transactions contemplated in the Authority Documents;

(d) to the best knowledge of such Co-General Counsel, after due investigation, the Authority is not in breach of or in default under the any of the Transaction Documents and is not in material breach of or in material default under any of the other Authority Documents;

(e) to the best knowledge of such Co-General Counsel, after due investigation, the Authority is not in material breach of or in material default under any applicable constitutional provision, law or administrative regulation of the State or the United States of America or any agency or instrumentality of either or any applicable judgment or decree or any other loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Authority is, or on or after the date of the Settlement will be, a party or to which the Authority or any of its properties or assets is otherwise subject, and to the best knowledge of such Co-General Counsel, after due investigation, no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default or event of default by the Authority under any such agreement, law, regulation or instrument;

(f) the adoption of the 2022 Resolution and the execution and delivery of the Bonds, the Fifteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement and the Forward Delivery Agreement and the observance and performance of the provisions thereof will not conflict with or constitute a breach of or default by the Authority under any constitutional provision, law, administrative regulation, judgment, court decree, loan agreement, indenture, bond, note, resolution or other agreement or instrument to which the Authority is subject, or by which it or any of its properties is bound, nor will any such adoption, execution, delivery, observance or performance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever by the Authority or upon any of its properties or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Authority Documents;

(g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending with respect to which the Authority has been served with process or, to such Co-General Counsel's knowledge after due investigation, threatened, against the Authority affecting the existence of the Authority or the Board or the titles of its officers to their respective offices; affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds, the collection by the Authority of Revenues pledged to pay the principal of and premium, if any, and interest on the Bonds or the pledge thereof, the application of the proceeds of the sale of the Bonds or the collection and application of M & O Charges; contesting or affecting the powers of the Authority with respect to, or the validity or enforceability of, or any authority for, any of the Authority Documents, contesting the powers of the Authority or any

authority of the Authority for the issuance of the Bonds or the adoption of the 2022 Resolution or the execution and delivery of the Forward Delivery Agreement, the Fifteenth Supplemental Indenture, the Escrow Agreement, the Continuing Disclosure Certificate or the performance by the Authority of its obligations under any of the Authority Documents; seeking to restrain or enjoin or otherwise to affect the operation of the Rail Corridor; contesting the tax-exempt status of the interest on the Bonds; contesting or challenging the consummation of the transactions contemplated in the Authority Documents or the Authority's ability to collect and pledge the Revenues to the payment of the Bonds as provided in the Indenture, to collect and apply the M & O Charges or to pay the Bonds or any of its obligations under the Authority Documents; contesting the completeness or accuracy of the Preliminary Official Statement, the Official Statement or the Updated Official Statement or asserting that the Preliminary Official Statement, the Official Statement or the Updated Official Statement contains or contained any untrue statement of a material fact or omits or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or that might result in a material adverse change in the operations of the Rail Corridor or in the financial condition of the Authority or its ability to pay the Bonds; nor, to the best knowledge of such counsel, is there any basis for any action, suit proceeding, inquiry or investigation of the nature described in this clause;

(h) all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, court, board, agency or commission having jurisdiction of the matter which are required to be obtained by the Authority for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due observance and performance by the Authority of its obligations in connection with, the issuance and sale of the Bonds under the Indenture and the Forward Delivery Agreement, the execution and delivery of the Bonds, the Fifteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, the Official Statement or the Forward Delivery Agreement, the operations of the Rail Corridor, or the performance by the Authority of its obligations under the Authority Documents, have been duly obtained (except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds as to which no opinion need be given); and all approvals, consents and authorizations required to have been obtained under the Authority Documents from the Railroads, the Ports and from any other person in connection with the issuance of the Bonds have been obtained;

(i) the execution and delivery by the Authority of, and performance by the Authority of its obligations under, the Bonds, the Fifteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement and the Forward Delivery Agreement were duly authorized, and the Bonds, the Fifteenth Supplemental Indenture, the Continuing Disclosure Certificate, the Escrow Agreement and the Forward Delivery Agreement have been duly executed and delivered and are legal, valid and binding obligations of the Authority enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public agencies in the State of California and, in the case of indemnification provisions in the Forward Delivery Agreement, except as enforcement thereof may be limited by federal securities laws and public policy;

(j) the Authority has duly authorized the delivery of the Updated Official Statement to the Underwriters and the distribution by the Underwriters of the Updated Official

Statement to potential purchasers and purchasers of the Bonds; and in addition, such Co-General Counsel shall state in a separate letter or letters dated the date of the Settlement and addressed to the Underwriters that, based upon the participation of such counsel in the preparation of the Updated Official Statement as Co-General Counsel of the Authority, such Co-General Counsel has no reason to believe that the Updated Official Statement, as of its date and as of the date of Settlement, (except for any financial, statistical, demographic or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion and except for any information concerning DTC and its book-entry system, [the Insurer], the tax treatment of the Bonds and information concerning the Cities, CUSIP numbers, the prices and yields on the Bonds shown on the inside cover of the Updated Official Statement, information under the headings “THE PORTS” and “THE RAILROADS,” and information under the headings [“THE BOND INSURER,”] “RATINGS” [(but only with respect to the ratings assigned to the Insurer)], “TAX MATTERS,” “UNDERWRITING,” “CONTINUING DISCLOSURE—The Authority and the Ports” (with respect to information about the Ports) and “—The Railroads” and “FINANCIAL STATEMENTS” (with respect to information about the Ports) and in Appendices B, C, D, F, G and I, as to all of which no view need be expressed) contained or contains, any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were or are made, not misleading;

(xiii) an opinion, dated the date of Settlement and addressed to the Authority, [the Insurer] and the Underwriters, of counsel to each of the Ports to the effect that: (a) the execution and delivery by the Port of the Letter of Representation and the Continuing Disclosure Certificate, and the performance by the Port of its obligations under the Continuing Disclosure Certificate and the Letter of Representation was duly authorized by the respective City, acting through its Board of Harbor Commissioners, and each of the Letter of Representation and the Continuing Disclosure Certificate was executed and delivered by such City, and the Letter of Representation, the Continuing Disclosure Certificate and each of the Port Agreements (as defined in the applicable Letter of Representation) is the legal, valid and binding obligation of, such City, enforceable in accordance with its respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights and remedies generally, to the application of equitable principles where equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public agencies in the State; (b) to the best knowledge of such counsel, the execution and delivery of the Letter of Representation and the Continuing Disclosure Certificate and the performance by the Port of its obligations under the Letter of Representation, the Continuing Disclosure Certificate and each of the Port Agreements do not and will not, in any material respect, conflict with or constitute a breach of, or default by, the Port under any constitutional provision, law, administrative regulation, judgment, court decree, loan agreement, indenture, bond, note, resolution, or other material agreement or instrument to which the Port or the transactions contemplated in the Letter of Representation, the Continuing Disclosure Certificate and in each of the Port Agreements is subject, or by which the Port or any of its properties is bound (and of which such counsel is aware after reasonable investigation); (c) to the best knowledge of such counsel, all authorizations, approvals, consents and orders of any governmental authority, legislative body, court, board, agency or commission having jurisdiction of the matter which are required to be obtained by the Port for the due authorization, execution and delivery of, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due observance and performance by the Port of its obligations under or in connection with, the Letter of Representation, the Continuing Disclosure Certificate and each of the Port Agreements have been obtained and are in full force and effect; (d) to such counsel’s knowledge after due investigation (which involved only inquiries of the City Clerk and the Executive Secretary of the Board), there is no action, suit,

proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against the Port affecting the existence of the Port or the validity or enforceability of, or any authority for, the Letter of Representation, the Continuing Disclosure Certificate or any of the Port Agreements or contesting the performance by the Port of the Letter of Representation, the Continuing Disclosure Certificate or any of the Port Agreements; and (e) to the best knowledge of such counsel, the Port is not in material breach of or in material default under any of the Port Agreements;

(xiv) an opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel to the Underwriters, dated the date of Settlement and addressed to the Underwriters, substantially in the form attached hereto as Exhibit J;

(xv) a certificate of the Authority, dated the date of the Settlement and signed on behalf of the Authority by the Chief Executive Officer of the Authority or by his authorized designee, to the effect that (a) the representations of the Authority contained in the Forward Delivery Agreement are true and correct in all respects on and as of the date of the Settlement as if made on the date of the Settlement; (b) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending with respect to which the Authority has been served with process, or, to the best of the Authority's knowledge after due investigation, threatened, against the Authority affecting the existence of the Authority or the Board or the titles of its officers to their respective offices or affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds or the collection by the Authority of Revenues pledged to pay the principal of and premium, if any, and interest on the Bonds or the pledge thereof or the application of the proceeds of the sale of the Bonds, the collection and application of M & O Charges or contesting or affecting the powers of the Authority with respect to, or the validity or enforceability of, or any authority for, the Authority Documents or contesting the powers of the Authority or any authority of the Authority for the issuance of the Bonds or the adoption of the 2022 Resolution or the execution and delivery of the Forward Delivery Agreement, the Fifteenth Supplemental Indenture, the Escrow Agreement, the Continuing Disclosure Certificate, the Updated Official Statement or performance by the Authority of its obligations under the Authority Documents, or seeking to restrain or enjoin or otherwise to affect the operation of the Rail Corridor, or seeking to challenge or revoke any Permit (as defined in the Indenture), or contesting the tax-exempt status of the interest on the Bonds, or contesting or challenging the consummation of the transactions contemplated by the Authority Documents, or contesting the completeness or accuracy of the Preliminary Official Statement, the Official Statement or the Updated Official Statement or asserting that the Preliminary Official Statement, the Official Statement or the Updated Official Statement contains or contained any untrue statement of a material fact or omits or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or that might result in a material adverse change in the operations of the Rail Corridor or in the financial condition of the Authority or its ability to pay the Bonds, nor, to the best of the Authority's knowledge, is there any basis for any action, suit proceeding, inquiry or investigation of the nature described in this clause; and (c) since the date of the Updated Official Statement, no material adverse change in the financial condition or prospects of the Authority or the Project and no other event adversely affecting the Authority or the Project or the Authority's condition, financial or otherwise, or the Authority's ability to collect or pledge the Revenues pledged to pay the principal of and premium, if any, and interest on the Bonds or to collect and apply M & O Charges has occurred, which should be disclosed in the Updated Official Statement in order that the Updated Official Statement not contain an untrue statement of a material fact or omit to state a material fact or necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading;

(xvi) a certificate of each of the Ports, dated the date of the Settlement and signed by the Chief Financial Officer, in the case of the Port of Los Angeles, and by the Director of Finance, in the case of the Port of Long Beach, to the effect that representations in such Port's Letter of Representation are true and correct in all respects as of date of Settlement;

(xvii) a certificate of each of the Railroads, dated the date of the Settlement and signed by the Chief Financial Officer or by a Vice President of such Railroad, to the effect that representations in such Railroad's Letter of Representation are true and correct in all respects as of date of Settlement; provided that such certificate shall refer to the Updated Official Statement and the information regarding the Railroads therein;

(xviii) a letter from Moss Adams LLP, dated the date of the Settlement, consenting to the inclusion in the Updated Official Statement of the report with respect to the audited financial statements of the Authority included as Appendix A to the Updated Official Statement and to the reference to Moss Adams LLP and to its report under the heading "FINANCIAL STATEMENTS" and elsewhere in the Official Statement;

(xix) copies of the items delivered on the date of the Forward Delivery Agreement pursuant to Paragraph 6 hereof;

(xx) a certificate of the Trustee, dated the date of the Settlement, in form and substance satisfactory to the Representative;

(xxi) a specimen Bond of each series, maturity and interest rate;

(xxii) if deemed necessary by Special Tax Counsel, a supplement to the Tax Certificate delivered on the date of Closing;

(xxiii) A letter from Moody's confirming that it has given the Bonds a credit rating of __ [and the Insured Bonds a credit rating of __], with no negative change in watch status, if any, from the date of Closing, a letter from S&P confirming that it has given the Bonds a credit rating of __ [and the Insured Bonds a credit rating of __], with no negative change in watch status, if any, from the date of Closing, and a letter from Fitch confirming that it has given the Bonds a credit rating of __[and the Insured Bonds a credit rating of __], with no negative change in watch status, if any, from the date of Closing;

(xxiv) [a copy of the Bond Insurance Policy for the Insured Bonds issued by the Insurer;]

(xxv) [a copy of the Reserve Account Surety Policy for the Bonds issued by the Insurer;]

(xxvi) [an opinion, dated the date of the Closing and addressed to the Authority and the Underwriters, of the General Counsel of the Insurer in form and substance satisfactory to the Representative;]

(xxvii) an opinion of Dorsey & Whitney LLP, counsel to the Trustee, dated the date of Settlement and addressed to the Underwriters, [the Insurer]and the Authority, to the effect that the Trustee is authorized to enter into and has duly executed and delivered the Fifteenth Supplemental Indenture and the Escrow Agreement (the "2023 Trustee Documents") are legal, valid and binding

agreements of the Trustee, enforceable against the Trustee in accordance with their terms, that the officers of the Trustee authenticating the Bonds and executing and delivering the 2023 Trustee Documents are duly authorized to authenticate the Bonds and to execute and deliver such the 2023 Trustee Documents, and that the Bonds have been duly authenticated and delivered by the Trustee;

(xxviii) in the event amounts set aside for the payment or redemption of the Refunded 2013A Bonds are to be invested, a verification report, or a supplement to the verification report delivered on the date of Closing, prepared by the Verification Agent and dated the date of Settlement, in connection with the Refunded 2013A Bonds;

(xxix) copies of the Continuing Disclosure Agreements executed by the Railroads;

(xxx) such additional legal opinions, certificates, instruments, permits, consents and other documents as the Representative or Bond Counsel may reasonably request to evidence the compliance of the Authority with legal requirements, the truth and accuracy, as of the date hereof and as of the time of the Settlement, of the Authority's representations contained herein and of the statements and information contained in the Updated Official Statement, as it may be supplemented or amended, and the due performance and satisfaction by the Authority at or prior to the time of the Settlement of all agreements then to be performed and all conditions then to be satisfied by the Authority and all conditions precedent to the issuance of the Bonds pursuant to the Indenture shall have been fulfilled and to evidence the exclusion from gross income for federal and State income tax purposes of the interest and any original issue discount on the Bonds.

16. Rights of Termination After Closing, but on or prior to Settlement. At any time prior to the Settlement, the Representative may terminate the Forward Delivery Agreement without liability therefor by notification to the Authority if at any time on or after Closing and on or prior to Settlement:

(a) legislation shall have been enacted, or actively considered for enactment with an effective date prior to Settlement, or a decision by a court of the United States shall have been rendered, the effect of which is that the Bonds or the Indenture, as the case may be, is not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect;

(b) any Change in Law shall have occurred;

(c) a stop order, cease-and-desist order, injunction, no-action letter, ruling, regulation or official statement by the Securities and Exchange Commission, its staff or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering, or sale of the Bonds or the execution and delivery of the Fifteenth Supplemental Indenture as contemplated herein or in the Preliminary Official Statement, the Official Statement and the Updated Official Statement, is or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect;

(d) an event of default has occurred and is continuing, technical or otherwise, under the Indenture or under any document authorizing parity obligations of the Authority;

(e) any rating of the Bonds by a national rating agency then rating the Bonds has been withdrawn or suspended; or

(f) an event described in Paragraph 9(e) or 9(g) hereof shall have occurred which in the opinion of the Representative requires the preparation and publication of a supplement or amendment to the Official Statement or Updated Official Statement (whether or not the Official Statement or Updated Official Statement is actually prepared and delivered).

17. Expenses.

(a) The Underwriters shall be under no obligation to pay and the Authority shall pay or cause to be paid the expenses incident to the performance of the Authority's obligations hereunder including but not limited to (i) the fees and disbursements of Bond Counsel, Special Tax Counsel, Sheppard, Mullin, Richter & Hampton LLP, as Disclosure Counsel, Co-General Counsel, Moss Adams LLP, the Verification Agent, the Trustee (in its capacity as Trustee for the Bonds and as escrow agent for the Refunded 2013A Bonds), PFM Financial Advisors LLC, as municipal advisor to the Authority, counsel and financial advisors to the Ports and the Railroads and counsel to the Trustee and any other experts, accountants, lawyers or consultants retained by the Authority or the Ports or the Railroads (to the extent such fees and expenses are to be paid by any party hereto); (ii) the cost of preparation and printing and signing of the definitive Bonds and the registration thereof; (iii) the cost of preparing, printing and distributing the Preliminary Official Statement, the Official Statement, the Updated Official Statement and any supplements or amendments thereto; (iv) [the premiums charged by the Insurer for the Bond Insurance Policy and the Reserve Account Surety Policy and the fees and costs, if any, of counsel to the Insurer; (v)] charges of rating agencies for the ratings of the Bonds; (vi) all costs and expenses incurred in connection with any information or investor meetings held in connection with the Bonds; (vii) the cost of preparing and printing the Transaction Documents (other than the Forward Delivery Agreement); (viii) the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure compliance review and (ix) all other out-of-pocket expenses and costs incurred by the Authority in connection with the authorization, issuance, sale and distribution of the Bonds. The Authority shall also pay for all incidental costs (including, but not limited to, transportation, lodging and meals of Authority personnel) incurred by or on behalf of the Authority in connection with the marketing and pricing of, and securing ratings for, and issuing and delivering the Bonds.

(b) The Underwriters shall pay (i) all advertising expenses incurred by them in connection with the public offering and distribution of the Bonds; and (ii) except as provided above in Paragraph 12(a), all other expenses incurred by them in connection with their public offering and distribution of the Bonds, including the fees and disbursements of Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel to the Underwriters (both of which may be included as an expense component of the Underwriters' discount).

18. Indemnification by the Authority.

(a) To the extent permitted by law, the Authority shall indemnify and hold harmless the Underwriters, and each person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) an Underwriter, and their directors, officers, agents and employees, against any and all losses, claims, damages, liabilities and expenses, joint or several, to which the Underwriters may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement, the

Official Statement or the Updated Official Statement or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, and will reimburse the Underwriters for any legal or other expenses reasonably incurred by them in connection with investigating or defending any action or claim as such expenses are incurred, provided, however, that the Authority shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Preliminary Official Statement, the Official Statement or the Updated Official Statement with respect to written information furnished by any Underwriter expressly for use therein under the heading “UNDERWRITING” or in the Preliminary Official Statement, the Official Statement or the Updated Official Statement with respect to information regarding DTC and its book-entry system, the Insurer, the Cities, the yields on the Bonds stated on the inside front cover of the Official Statement, CUSIP numbers, and information under the headings “THE PORTS” and “THE RAILROADS,” and information under the headings [“THE BOND INSURER,”] “RATINGS” [(but only with respect to the ratings assigned to the Insurer)], “UNDERWRITING,” “CONTINUING DISCLOSURE—The Authority and the Ports” (with respect to information about the Ports) and “—The Railroads” and “FINANCIAL STATEMENTS” (with respect to information about the Ports) and in Appendices B, C, D, F, G and I. Any limitation on indemnification stated herein shall not be construed as a limitation of liability of the Authority to the Underwriters under applicable federal or state law.

(b) The Underwriters, jointly and severally, will indemnify and hold harmless the Authority, each of its Board Members, officers and employees, and each person who controls the Authority within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any and all losses, claims, damages, liabilities and expenses to which the Authority may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement, Official Statement or the Updated Official Statement, or arise out of or are based upon the omission or alleged omission to state therein a material fact or necessary to make the statement therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Preliminary Official Statement, the Official Statement or the Updated Official Statement in reliance upon and in conformity with written information furnished to the Authority by the Underwriters expressly for use under the heading “UNDERWRITING” and the sentence on page (ii) of the Preliminary Official Statement, of the Official Statement and of the Updated Official Statement provided by the Underwriters and will reimburse the Authority for any legal or other expenses reasonably incurred by the Authority in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subparagraph (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subparagraph, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subparagraph. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the

defense thereof, the indemnifying party shall not be liable to such indemnified party under such subparagraph for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnified party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the indemnified party, unless (i) the employment of such counsel has been specifically authorized by the indemnifying party in writing prior to the employment of such counsel, or (ii) the named parties to any such action (including any impleaded parties) included both the indemnified party and the indemnifying party, and the indemnified party shall have been advised by such counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the indemnifying party and that joint representation may be inappropriate under professional standards, in which case the indemnifying party shall not have the right to assume the defense of such action on behalf of the indemnified party it being understood, however, the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related action in the same jurisdiction of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for the indemnified party, and any such firm shall be designated in writing by the indemnified party. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) if the indemnification provided for in this Paragraph 17 is unavailable to or insufficient to hold harmless an indemnified party under subparagraph (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then to the extent permitted by law each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Authority on the one hand and the Underwriters on the other from the offering of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subparagraph (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Authority on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Authority on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Authority or the Trustee bear to the total underwriting discounts received by the Underwriters, in each case as set forth in the Official Statement. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Authority on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Authority and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subparagraph (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method

of allocation which does not take account of the equitable considerations referred to above in this subparagraph (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subparagraph shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subparagraph (d), no Underwriter shall be required to contribute any amount in excess of the amount of underwriting discount received by it. The Underwriters' obligations in this subparagraph (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) The obligations of the Authority under this Paragraph 13 shall be in addition to any liability that the Authority may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of each Underwriter or to each person, if any, who controls any Underwriter within the meaning of the Securities Act and the obligations of the Underwriters under this Paragraph 13 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Authority or to each person, if any, who controls the Authority within the meaning of the Securities Act. No agreement or obligation of the Authority contained in this Paragraph 13 shall be deemed to be an obligation or indebtedness of the Ports or of either Port.

19. Notices. Any notice or other communication to be given to the Authority under the Forward Delivery Agreement (other than the acceptance hereof as specified in Paragraph 1 hereof) may be given by delivering the same in writing to 3760 Kilroy Airport Way, Suite 200, Long Beach, California 90806, Attention: Kevin Scott, Chief Financial Officer; any notice or other communication to be given to the Underwriters under the Forward Delivery Agreement may be given by delivering the same in writing to J.P. Morgan Securities LLC, 560 Mission Street, Floor 3, San Francisco, California 94105, Attention: Michael Carlson, Managing Director.

20. Use of Documents. The Authority hereby authorizes, ratifies and approves the Underwriters' use, in connection with the public offering and sale of the Bonds, of the Forward Delivery Agreement, the Preliminary Official Statement, the Official Statement and the Authority Documents, and the information contained herein and therein.

21. Governing Law. The validity, interpretation and performance of the Forward Delivery Agreement shall be governed by the laws of the State of California.

22. Parties in Interest. The Forward Delivery Agreement when accepted by the Authority in writing as heretofore specified shall constitute the entire agreement between the Authority and the Underwriters and is solely for the benefit of the Authority and the Underwriters (including the successors or assigns thereof but not any holder of Bonds). No other person or entity shall acquire or have any rights hereunder or by virtue hereof. Except as expressly provided herein, all representations and agreements of the Authority in the Forward Delivery Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriters, (b) delivery of and payment for the Bonds hereunder and (c) any termination of the Forward Delivery Agreement.

23. Headings. The headings of the Paragraphs of the Forward Delivery Agreement are inserted for convenience of reference only and shall not be deemed to be a part hereof.

24. Effectiveness. The Forward Delivery Agreement shall become effective upon the execution hereof by an authorized representative of the Authority and upon receipt of the Representative of the documents referred to Paragraph 5 hereof and shall be valid and enforceable at the time of such acceptance.

25. Counterparts. The Forward Delivery Agreement may be executed in several counterparts, which together shall constitute one and the same instrument.

Very truly yours,

J.P. MORGAN SECURITIES LLC
On its own behalf and as Representative of

RBC CAPITAL MARKETS, LLC
GOLDMAN SACHS & CO. LLC
SAMUEL A. RAMIREZ & CO., INC.
SIEBERT WILLIAMS SHANK & CO., LLC

By: _____
Name: Michael Carlson
Title: Managing Director

Accepted:

This ____ day of ____, 2022

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

By: _____
Name: Michael Leue
Title: Chief Executive Officer

EXHIBIT A

Letterhead of BNSF Railway Company

LETTER OF REPRESENTATION

_____, 2022

J.P. Morgan Securities LLC,
as Representative of the Underwriters
560 Mission Street, Floor 3
San Francisco, California 94105

Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

The Alameda Corridor Transportation Authority (the “Authority”) proposes to issue the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”), and \$[] aggregate principal amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds” and together with the Series 2022A Bonds, the Series 2022B Bonds, and the Series 2022C Bonds, the “Bonds”), pursuant to a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture, dated as of May 1, 2016, and the Eleventh Supplemental Trust Indenture, dated as of May 1, 2016 (collectively, the “Prior Supplemental Indentures”), and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, and the Fourteenth Supplemental Trust Indenture, each to be dated as of [], 2022 (the “Twelfth Supplemental Trust Indenture,” the “Thirteenth Supplemental Trust Indenture,” and the “Fourteenth Supplemental Trust Indenture,” respectively), and by the Fifteenth Supplemental Trust Indenture, to be dated as of [], 2023 (the “Fifteenth Supplemental Trust Indenture,” and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, the Fourteenth Supplemental Trust Indenture, and the Fifteenth Supplemental Trust Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association (or its predecessor-in-interest), as trustee (the “Trustee”).

The Authority, BNSF Railway Company (“BNSF”), Union Pacific Railroad Company (“Union Pacific” and together with BNSF, the “Railroads”), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles”), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” and together with the Port of Los Angeles, the “Ports”), have entered into the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Use and Operating Agreement”), pursuant to which the Railroads have agreed to pay certain fees and charges for the use of the Project and the Ports have agreed to make certain Shortfall Advances on the terms and subject to the conditions set forth therein. Certain revenues and other moneys to be derived by the Authority in connection with the Use and Operating Agreement are being pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds.

The 2022A Bonds and the 2022B Bonds are being sold pursuant to a Bond Purchase Agreement, dated ____, 2022 (the “2022A&B Bonds Purchase Agreement”), between the Authority and J.P. Morgan Securities LLC, as representative (the “Representative”) of the Underwriters named therein. The 2022C Bonds are being sold pursuant to a Bond Purchase Agreement, dated ____, 2022 (the “2022C Bonds Purchase Agreement”), between the Authority and the Representative. The 2023A Bonds are being sold pursuant to a Forward Delivery Bond Purchase Agreement, dated ____, 2022 (the “2023A Bonds Purchase Agreement” and, together with the 2022A&B Bonds Purchase Agreement and the 2022C Bond Purchase Agreement, the “Purchase Agreements”), between the Authority and the Representative.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreements or in the Use and Operating Agreement.

Preliminary Official Statements, each dated ____, 2022, as amended prior to the date hereof (the “Preliminary Official Statements”), and Official Statements, each to be dated on or about ____, 2022, as the same may be amended and supplemented (the “Official Statements”), relating to the Bonds include references to BNSF’s Annual Report on Form 10-K for the fiscal year ended December 31, 2021 and the Quarterly Reports on Form 10-Q for the quarter ended March 31, 2022 and certain Current Reports on Form 8-K. Such documents and all subsequent documents filed by BNSF with the United States Securities and Exchange Commission (the “Commission”) pursuant to Section 13(a), 13(c) or 15(d) of the United States Securities Exchange Act of 1934, as amended (the “Exchange Act”) on or prior to the date of the Preliminary Official Statements or of the Official Statements or on or prior to the date that is 25 days after the date of delivery of the Bonds, as the case may be, are hereinafter called the “Exchange Act Reports.”

1. In connection with the execution and delivery of each of the Purchase Agreements between the Authority and the Representative on behalf of itself and the Underwriters for the purchase and reoffering of the Bonds, BNSF hereby represents to, and agrees with, each of you as follows:

(a) BNSF intends to continue to be a substantial user of the Project to be refinanced with the proceeds of the Bonds and expects to benefit by the continued operation of the Project;

(b) the Exchange Act Reports, when they were or are filed with the Commission, conformed or will conform in all material respects to the applicable requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder;

(c) except as set forth in the most recently filed Quarterly Report on Form 10-Q, since the date of BNSF's most recent financial statements in the Exchange Act Reports, neither BNSF nor any of its subsidiaries has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Exchange Act Reports; and, since the respective dates as of which information is given with respect to BNSF in the Exchange Act Reports, there has not been any material change in the capital stock or long-term debt of BNSF or any of its material subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, shareholders' equity or results of operations of BNSF, otherwise than as set forth in such Exchange Act Reports;

(d) BNSF is validly existing as a corporation in good standing under the laws of Delaware, with power and authority (corporate and other) to own its properties, and to conduct its business as described in the Exchange Act Reports and as provided in the Use and Operating Agreement, the Dispatching Agreement and the Security Services Agreement (collectively, the "Railroad Agreements");

(e) this Letter of Representation and the Continuing Disclosure Agreement, (the "Continuing Disclosure Agreement") between BNSF and the Trustee relating to the Bonds, have been duly authorized, executed and delivered by BNSF and, assuming the due execution and delivery thereof by the other parties thereto, this Letter of Representation and the Continuing Disclosure Agreement each constitutes a legal, valid and binding obligation of BNSF enforceable in accordance with its terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought; and the Railroad Agreements constitute legal, valid and binding obligations of BNSF enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought;

(f) the execution and delivery by BNSF of this Letter of Representation and the Continuing Disclosure Agreement, the performance by BNSF of its obligations thereunder and under the Railroad Agreements, and the consummation of the transactions therein contemplated do not and will not (i) conflict with any of the terms, conditions or provisions of its articles of incorporation or bylaws, or (ii) except as described in the FPPC Disclosure (defined below), conflict with, result in a breach of or constitute a default under any of the terms or conditions of any indenture, mortgage, deed of trust, lease or other agreement or instrument to which BNSF is a party, or any laws, judgment, decree, rules or regulations applicable to BNSF of any court or other governmental body or any other applicable requirement of law, except for conflicts, breaches or defaults which, individually or in the aggregate, would not materially and adversely affect BNSF's ability to perform its obligations under this Letter of Representation, the Continuing Disclosure Agreement and under the Railroad Agreements; and no further consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the execution and delivery of, and performance by BNSF of its obligations under, this Letter of Representation, the Continuing Disclosure Agreement and the Railroad Agreements or the consummation by BNSF of the transactions contemplated therein;

(g) other than as set forth in the Exchange Act Reports, there are no legal or governmental proceedings pending to which BNSF or any of its subsidiaries is a party or of which any property of BNSF or any of its subsidiaries is the subject, which BNSF has reasonable cause to believe will, either individually or in the aggregate, have a material adverse effect on the current or future financial position, shareholders' equity or results of operations of BNSF and its subsidiaries; and, to the best of BNSF's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others; and

(h) BNSF is not in material breach of or in material default under any of the Railroad Agreements, including the Use and Operating Agreement, and to its knowledge, BNSF is not in a material breach of or in material default under any material loan agreement, note, bond, resolution, indenture, agreement or other instrument to which BNSF is a party or to which BNSF or any of its properties or assets is otherwise subject, and to my knowledge after reasonable inquiry no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default under any such agreement, law, regulation or instrument;

(i) to BNSF's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against BNSF contesting or affecting the powers of BNSF with respect to, or the validity or enforceability of, or its ability to perform under, any of the Railroad Agreements, including the Use and Operating Agreement;

(j) BNSF is subject to Section 13 or 15(d) of the Exchange Act.

2. BNSF acknowledges and agrees that (i) in connection with the purchase and sale of the Bonds and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and not as the agents or fiduciaries of BNSF; (ii) the Underwriters have not assumed a fiduciary responsibility in favor of BNSF with respect to: (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliates of the Underwriters, have advised or are currently advising the BNSF on other matters) or (b) any other obligation to the BNSF except the obligations expressly set forth in the Bond Purchase Agreements and in this Letter of Representation; and (i) BNSF has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

3. BNSF has reviewed and had the opportunity to comment on a section of the Authority's Preliminary Official Statement and Official Statement entitled "THE RAIL CORRIDOR AND RELATED PROJECTS – Maintenance and Operation of the Rail Corridor – Fair Political Practices Commission Advice Letter Request" (the "FPPC Disclosure"). The FPPC Disclosure is accurate in all material respects.

[Signature page follows]

Very truly yours,

BNSF Railway Company

By: _____
Title:

Accepted as of the date hereof:

J.P. Morgan Securities LLC

On its own behalf and as Representative of
RBC Capital Markets, LLC
Goldman Sachs & Co. LLC
Samuel A. Ramirez & Co., Inc.
Siebert Williams Shank & Co., LLC

By: _____
Name: Michael Carlson
Title: Managing Director

Alameda Corridor Transportation Authority

By: _____
Name: Michael Leue
Title: Chief Executive Officer

EXHIBIT B

Letterhead of the Union Pacific Railroad Company

LETTER OF REPRESENTATION

_____, 2022

J.P. Morgan Securities LLC,
as Representative of the Underwriters
560 Mission Street, Floor 3
San Francisco, California 94105

Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

The Alameda Corridor Transportation Authority (the “Authority”) proposes to issue the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”), and \$[] aggregate principal amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds” and together with the Series 2022A Bonds, the Series 2022B Bonds, and the Series 2022C Bonds, the “Bonds”), pursuant to a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture, dated as of May 1, 2016, and the Eleventh Supplemental Trust Indenture, dated as of May 1, 2016 (collectively, the “Prior Supplemental Indentures”), and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, and the Fourteenth Supplemental Trust Indenture, each to be dated as of [], 2022 (the “Twelfth Supplemental Trust Indenture,” the “Thirteenth Supplemental Trust Indenture,” and the “Fourteenth Supplemental Trust Indenture,” respectively), and by the Fifteenth Supplemental Trust Indenture, to be dated as of [], 2023 (the “Fifteenth Supplemental Trust Indenture,” and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, the Fourteenth Supplemental Trust Indenture, and the Fifteenth Supplemental Trust Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association (or its predecessor-in-interest), as trustee (the “Trustee”).

The Authority, BNSF Railway Company (“BNSF”), Union Pacific Railroad Company (“Union Pacific” and together with BNSF, the “Railroads”), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles”), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” and together with the Port of Los Angeles, the “Ports”), have entered into the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Use and Operating Agreement”), pursuant to which the Railroads have agreed to pay certain fees and charges for the use of the Project and the Ports have agreed to make certain Shortfall Advances on the terms and subject to the conditions set forth therein. Certain revenues and other moneys to be derived by the Authority in connection with the Use and Operating Agreement are being pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds.

The 2022A Bonds and the 2022B Bonds are being sold pursuant to a Bond Purchase Agreement, dated ____, 2022 (the “2022A&B Bonds Purchase Agreement”), between the Authority and J.P. Morgan Securities LLC, as representative (the “Representative”) of the Underwriters named therein. The 2022C Bonds are being sold pursuant to a Bond Purchase Agreement, dated ____, 2022 (the “2022C Bonds Purchase Agreement”), between the Authority and the Representative. The 2023A Bonds are being sold pursuant to a Forward Delivery Bond Purchase Agreement, dated ____, 2022 (the “2023A Bonds Purchase Agreement” and, together with the 2022A&B Bonds Purchase Agreement and the 2022C Bond Purchase Agreement, the “Purchase Agreements”), between the Authority and the Representative.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreements or in the Use and Operating Agreement.

Preliminary Official Statements, each dated ____, 2022, as amended prior to the date hereof (the “Preliminary Official Statements”), and Official Statements, each to be dated on or about ____, 2022, as the same may be amended and supplemented (the “Official Statements”), relating to the Bonds includes references to the Annual Report on Form 10-K for the fiscal year ended December 31, 2021, the Quarterly Report on Form 10-Q for the quarter ended March 31, 2022; and Current Reports on Form 8-K filed on [____, 2022] filed by Union Pacific Corporation, the parent of Union Pacific. Such documents and all subsequent documents filed by Union Pacific Corporation with the United States Securities and Exchange Commission (the “Commission”) pursuant to Section 13(a), 13(c) or 15(d) of the United States Securities Exchange Act of 1934, as amended (the “Exchange Act”), on or prior to the dates of the Preliminary Official Statements or the Official Statements and on or prior to the date that is 25 days after the date of delivery of the Bonds, as the case may be, are hereinafter called the “Exchange Act Reports.”

1. To induce the Authority and the Representative to enter into the each of the Purchase Agreements and the Underwriters to purchase and reoffer the Bonds as contemplated in the Purchase Agreements, Union Pacific hereby represents to, and agrees with, each of you as follows:

(a) Union Pacific intends to continue to be a substantial user of the Project to be financed with the proceeds of the Bonds and expects to benefit by the continued operation of the Project;

(b) the Exchange Act Reports, when they were or are filed with the Commission, conformed or will conform in all respects to the applicable requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder;

(c) since the date of Union Pacific's most recent financial statements in the Exchange Act Reports, neither Union Pacific nor any of its subsidiaries has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Exchange Act Reports; and, since the respective dates as of which information is given with respect to Union Pacific in the Exchange Act Reports there has not been any material change in the capital stock or long-term debt of Union Pacific or any of its subsidiaries, other indebtedness required to be reported in its Exchange Act Reports as of the date hereof, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, shareholders' equity or results of operations of Union Pacific and its subsidiaries, otherwise than as set forth in such Exchange Act Reports;

(d) Union Pacific has been duly incorporated and is validly existing as a corporation in good standing under the laws Delaware, with power and authority (corporate and other) to own its properties, and to conduct its business as described in the Exchange Act Reports and as provided in the Use and Operating Agreement, the Dispatching Agreement and the Security Services Agreement (collectively, the "Railroad Agreements");

(e) this Letter of Representation and the Continuing Disclosure Agreement relating to the Bonds (the "Continuing Disclosure Agreement") between Union Pacific and the Trustee, have been duly authorized, executed and delivered by Union Pacific and, assuming the due execution and delivery thereof by the other parties thereto, constitute the legal, valid and binding obligations of Union Pacific enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought; and the Railroad Agreements constitute legal, valid and binding obligations of Union Pacific enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought;

(f) the execution and delivery by Union Pacific of this Letter of Representation and the Continuing Disclosure Agreement, the performance by Union Pacific of its obligations thereunder and under the Railroad Agreements, the performance by Union Pacific of its obligations thereunder and under the Use and Operating Agreement, and the consummation of the transactions therein contemplated do not and will not (i) conflict with any of the terms, conditions or provisions of its articles of incorporation or bylaws, or (ii) conflict with, result in a breach of or constitute a default under any of the terms or conditions of any indenture, mortgage, deed of trust, lease or other agreement or instrument to which Union Pacific is a party, or any laws, judgment, decree, rules or regulations applicable to Union Pacific of any court or other governmental body or any other applicable requirement of law, except for conflicts, breaches or defaults which, individually or in the aggregate, would not materially and adversely affect Union Pacific's ability to perform its obligations under this Letter of Representation, the Continuing Disclosure Agreement and the Railroad Agreements; and no further consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the execution and delivery of, and performance by Union Pacific of its obligations under, this Letter of Representation, the Continuing Disclosure Agreement and the Railroad Agreements or the consummation by Union Pacific of the transactions contemplated therein;

(g) other than as set forth in the Exchange Act Reports, there are no legal or governmental proceedings pending to which Union Pacific or any of its subsidiaries is a party or of which any property of Union Pacific or any of its subsidiaries is the subject, which Union Pacific has reasonable cause to believe will, either individually or in the aggregate, have a material adverse effect on the current or future financial position, shareholders' equity or results of operations of Union Pacific and its subsidiaries; and, to the best of Union Pacific's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(h) Union Pacific is not in breach of or in default under any of the Railroad Agreements, including the Use and Operating Agreement, and to its knowledge, Union Pacific is not in a material breach of or in material default under any loan agreement, note, bond, resolution, indenture, agreement or other instrument to which Union Pacific is, or on or after the date hereof will be, a party or to which Union Pacific or any of its properties or assets is otherwise subject, and no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default under any such agreement, law, regulation or instrument;

(i) to the best of Union Pacific's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against Union Pacific contesting or affecting the powers of Union Pacific with respect to, or the validity or enforceability of, or its ability to perform under, any of the Railroad Agreements, including the Use and Operating Agreement;

(j) Union Pacific Corporation, the parent of Union Pacific, is subject to Section 13 or 15(d) of the Exchange Act.

2. Union Pacific acknowledges and agrees that (i) in connection with the purchase and sale of the Bonds and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and not as the agents or fiduciaries of Union Pacific; (ii) the Underwriters have not assumed a fiduciary responsibility in favor of Union Pacific with respect to: (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliates of the Underwriters, have advised or are currently advising the Union Pacific on other matters) or (b) any other obligation to the Union Pacific except the obligations expressly set forth in the Bond Purchase Agreements and in this Letter of Representation; and (i) Union Pacific has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

3. Union Pacific will undertake, pursuant to the Use and Operating Agreement and its Continuing Disclosure Agreement, to provide certain annual financial and operating information.

[Signature page follows]

Very truly yours,

The Union Pacific Railroad Company

By: _____
Title:

Accepted as of the date hereof:

J.P. Morgan Securities LLC

On its own behalf and as Representative of
RBC Capital Markets, LLC
Goldman Sachs & Co. LLC
Samuel A. Ramirez & Co., Inc.
Siebert Williams Shank & Co., LLC

By: _____
Name: Michael Carlson
Title: Managing Director

Alameda Corridor Transportation Authority

By: _____
Name: Michael Leue
Title: Chief Executive Officer

EXHIBIT C

Letterhead of the Port of Los Angeles

LETTER OF REPRESENTATION

_____, 2022

J.P. Morgan Securities LLC,
as Representative of the Underwriters
560 Mission Street, Floor 3
San Francisco, California 94105

Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

The Alameda Corridor Transportation Authority (the “Authority”) proposes to issue the \$[] aggregate principal amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”), and \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds” and together with the Series 2022A Bonds, the Series 2022B Bonds, and the Series 2022C Bonds, the “Bonds”), pursuant to a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture, dated as of May 1, 2016, and the Eleventh Supplemental Trust Indenture, dated as of May 1, 2016 (collectively, the “Prior Supplemental Indentures”), and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, and the Fourteenth Supplemental Trust Indenture each to be dated as of [], 2022 (the “Twelfth Supplemental Trust Indenture,” the “Thirteenth Supplemental Trust Indenture,” and the “Fourteenth Supplemental Trust Indenture,” respectively) and by the Fifteenth Supplemental Trust Indenture, to be dated as of [], 2023 (the “Fifteenth Supplemental Trust Indenture,” and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, the Fourteenth Supplemental Trust Indenture, and the Fifteenth Supplemental Trust Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National

Association (or its predecessor-in-interest), as trustee (the “Trustee”).

The Authority, BNSF Railway Company (“BNSF”), the Union Pacific Railroad Company (“Union Pacific” and together with BNSF, the “Railroads”), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles”), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” and together with the Port of Los Angeles, the “Ports”), have entered into that certain Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Use and Operating Agreement”), pursuant to which the Railroads have agreed to pay certain fees and charges for the use of the Rail Corridor and the Ports have agreed to make certain Shortfall Advances on the terms and subject to the conditions set forth therein. Certain revenues and other moneys to be derived by the Authority in connection with the Use and Operating Agreement are being pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds.

The Bonds are being sold pursuant to one or more Bond Purchase Agreements, of even date herewith (the “Purchase Agreements”), between the Authority and J.P. Morgan Securities LLC, as representative (the “Representative”) of the Underwriters named therein.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreements or in the Use and Operating Agreement, as applicable.

1. To induce the Authority and the Representative to enter into the Purchase Agreements and the Underwriters to purchase and reoffer the Bonds as contemplated in the Purchase Agreements, the Port of Los Angeles hereby represents and agrees with each of you as follows:

(a) the information relating to the Port of Los Angeles in the Preliminary Official Statements of the Alameda Corridor Transportation Authority relating to the Bonds, each dated [], 2022, as amended prior to the date hereof (the “Preliminary Official Statements”), and in the Official Statements relating to the Bonds, each to be dated on or about [], 2022 (the “Official Statements”), under the headings “THE PORTS,” “CONTINUING DISCLOSURE—The Authority and the Ports” and “AUTHORITY REVENUES—Recent Cargo Throughput and Revenue Collections” in Appendix A and in Appendix B, has been provided to the Authority by the Port of Los Angeles for use in the Preliminary Official Statement and the Official Statement and was or is, as of its date, and will be, as of the Closing Date and, as applicable, as of the Settlement Date, true and correct, and such information includes certain financial statements and other historical information with respect to the Port of Los Angeles, which fairly present the financial position of the Port of Los Angeles as of the dates indicated and the results of its operations, for the periods therein specified, and are in conformity with generally accepted accounting principles applicable to the Port of Los Angeles applied on a consistent basis, and there has been no material adverse change in the financial condition or results of operations of the Port of Los Angeles since the date thereof;

(b) since the date of the Port of Los Angeles’s audited financial statements included in the Preliminary Official Statement and in the Official Statement, neither the Port of Los Angeles nor any of its divisions has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement; and there has not been any material adverse change affecting

the financial position or results of operations of Port of Los Angeles, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement;

(c) the City of Los Angeles has been duly incorporated and is a validly existing charter city under the laws of the State of California, with power and authority vested in its Board of Harbor Commissioners to manage its properties, and to conduct its business as described in the Preliminary Official Statement and in the Official Statement;

(d) this Letter of Representation and the Continuing Disclosure Certificates have been duly authorized, executed and delivered by the Port of Los Angeles and, assuming the due execution and delivery thereof by the other parties thereto, as applicable, constitute the legal, valid and binding obligations of the Port of Los Angeles enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought; and the Use and Operating Agreement and the Use Permit (collectively, the "Port Agreements") constitute legal, valid and binding obligations of the Port of Los Angeles enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought;

(e) the execution and delivery by the Port of Los Angeles of this Letter of Representation and the Continuing Disclosure Certificates, the performance by the Port of Los Angeles of its obligations hereunder and under the Continuing Disclosure Certificates and the Port Agreements, and the consummation of the transactions herein and therein contemplated do not and will not (i) conflict with any of the terms, conditions or provisions of the Charter of the City of Los Angeles, or (ii) conflict with, result in a material breach of or constitute a material default under any of the terms or conditions of any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Port of Los Angeles is a party, or any laws, judgment, decree, rules or regulations applicable to Port of Los Angeles of any court or other governmental body or any other applicable requirement of law, except for conflicts, breaches or defaults which, individually or in the aggregate, would not materially and adversely affect the Port of Los Angeles's ability to perform its obligations under this Letter of Representation, the Continuing Disclosure Certificates and the Port Agreements; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body was or is required for the execution and delivery of, and performance by the Port of Los Angeles of its obligations under this Letter of Representation, the Continuing Disclosure Certificates and the Port Agreements or the consummation by the Port of Los Angeles of the transactions contemplated herein or therein;

(f) there are no legal or governmental proceedings pending to which the Port of Los Angeles or any of its divisions is a party or of which any property of the Port of Los Angeles or any of its divisions is the subject, which the Port of Los Angeles has reasonable cause to believe will, either individually or in the aggregate, have a material adverse effect on the current or future financial position or results of operations of the Port of Los Angeles; and, to the best of the Port of Los Angeles's knowledge, no such proceedings are threatened by governmental authorities or threatened by others;

(g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of the Port of Los Angeles's knowledge, threatened against the Port of Los Angeles contesting or affecting the

powers of the Port of Los Angeles with respect to, or the validity or enforceability of, or any authority for, this Letter of Representation, the Continuing Disclosure Certificates and the Port Agreements;

(h) the Port of Los Angeles is not in material breach of or in material default under any of the Port Agreements, and to its knowledge, the Port of Los Angeles is not in material breach of or in material default under any loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Port of Los Angeles is, or on or after the date of the Closing will be, a party or to which the Port of Los Angeles or any of its properties or assets is otherwise subject, and no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default or event of default under any such agreement, law, regulation or instrument.

2. The Port of Los Angeles will undertake, pursuant to the Use and Operating Agreement and the Continuing Disclosure Certificates, to provide certain annual financial and operating information and to provide notices upon the occurrence of certain enumerated events. The form of this undertaking is set forth in the Continuing Disclosure Certificates included as Appendix H in each Preliminary Official Statement and in each Official Statement. During the previous five years, the Port of Los Angeles has not failed to comply in any material respect with any of its previous undertakings under Rule 15c2-12.

3. The Port of Los Angeles acknowledges and agrees that (i) in connection with the purchase and sale of the Bonds and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and not as the agents or fiduciaries of the Port of Los Angeles; (ii) the Underwriters have not assumed a fiduciary responsibility in favor of the Port of Los Angeles with respect to: (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliates of the Underwriters, have advised or are currently advising the Port of Los Angeles on other matters) or (b) any other obligation to the Port of Los Angeles except the obligations expressly set forth in the Bond Purchase Agreement and in this Letter of Representation; and (iii) the Port of Los Angeles has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

4. The Port of Los Angeles hereby approves the Authority's obtaining of a debt service reserve surety policy, as permitted by the Indenture, in lieu of funding the Debt Service Reserve Account for some or all of the Bonds with bond proceeds, by obtaining a surety policy from a surety provider whose credit rating is at least "A" or better from at least one nationally recognized rating agency, notwithstanding the provisions of Section 7.3(k) of the Use and Operating Agreement, or any other provision thereof.

5. At the Closing, the Port of Los Angeles shall cause to be delivered to you the opinion of counsel to the Port of Los Angeles referred to in Paragraph [10(d)(xiii)] of each Purchase Agreement.

6. No representation or covenant herein shall be deemed to be the representation or covenant of any official, officer, agent or employee of the Port of Los Angeles in his or her individual capacity.

Very truly yours,

**THE CITY OF LOS ANGELES, BY ITS BOARD
OF HARBOR COMMISSIONERS**

By: _____
Title:

Accepted as of the date hereof:

J.P. Morgan Securities LLC

On its own behalf and as Representative of
RBC Capital Markets, LLC
Goldman Sachs & Co. LLC
Samuel A. Ramirez & Co., Inc.
Siebert Williams Shank & Co., LLC

By: _____
Name: Michael Carlson
Title: Managing Director

Alameda Corridor Transportation Authority

By: _____
Name: Michael Leue
Title: Chief Executive Officer

EXHIBIT D

Letterhead of the Port of Long Beach

LETTER OF REPRESENTATION

_____, 2022

J.P. Morgan Securities LLC,
as Representative of the Underwriters
560 Mission Street, Floor 3
San Francisco, California 94105

Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

The Alameda Corridor Transportation Authority (the “Authority”) proposes to issue the \$[] aggregate principal amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”), the \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”), and \$[] aggregate principal amount or Initial Amount of Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds” and together with the Series 2022A Bonds, the Series 2022B Bonds, and the Series 2022C Bonds, the “Bonds”), pursuant to a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture, dated as of May 1, 2016, and the Eleventh Supplemental Trust Indenture, dated as of May 1, 2016 (collectively, the “Prior Supplemental Indentures”), and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, and the Fourteenth Supplemental Trust Indenture, each to be dated as of [], 2022 (the “Twelfth Supplemental Trust Indenture,” the “Thirteenth Supplemental Trust Indenture,” and the “Fourteenth Supplemental Trust Indenture,” respectively), and by the Fifteenth Supplemental Trust Indenture, to be dated as of [], 2023 (the “Fifteenth Supplemental Trust Indenture,” and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, the Fourteenth Supplemental Trust Indenture, and the Fifteenth Supplemental Trust Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association (or its predecessor-in-interest), as trustee (the “Trustee”).

The Authority, BNSF Railway Company (“BNSF”), the Union Pacific Railroad Company (“Union Pacific” and together with BNSF, the “Railroads”), the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles”), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” and together with the Port of Los Angeles, the “Ports”) have entered into that certain Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Use and Operating Agreement”), pursuant to which the Railroads have agreed to pay certain fees and charges for the use of the Rail Corridor and the Ports have agreed to make certain Shortfall Advances on the terms and subject to the conditions set forth therein. Certain revenues and other moneys to be derived by the Authority in connection with the Use and Operating Agreement are being pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds.

The Bonds are being sold pursuant to one or more Bond Purchase Agreements, of even date herewith (the “Purchase Agreements”), between the Authority and J.P. Morgan Securities LLC, as representative (the “Representative”) of the Underwriters named therein.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreements or in the Use and Operating Agreement, as applicable.

1. To induce the Authority and the Representative to enter into the Purchase Agreements and the Underwriters to purchase and reoffer the Bonds as contemplated in the Purchase Agreements, the Port of Long Beach hereby represents and agrees with each of you as follows:

(a) the information relating to the Port of Long Beach in the Preliminary Official Statements of the Alameda Corridor Transportation Authority relating to the Bonds, each dated [], 2022, as amended prior to the date hereof (the “Preliminary Official Statements”), and in the Official Statements relating to the Bonds, each to be dated on or about [], 2022, as the same may be amended or supplemented (the “Official Statements”), under the headings “THE PORTS,” “CONTINUING DISCLOSURE—The Authority and the Ports” and “AUTHORITY REVENUES—Recent Cargo Throughput and Revenue Collections” in Appendix A and in Appendix C, has been provided to the Authority by the Port of Long Beach for use in the Preliminary Official Statement and the Official Statement and was or is, as of its date, and will be, as of the Closing Date and, as applicable, as of the Settlement Date, true and correct, and such information includes certain financial statements and other historical information with respect to the Port of Long Beach, which fairly present the financial position of the Port of Long Beach as of the dates indicated and the results of its operations, for the periods therein specified, and are in conformity with generally accepted accounting principles applicable to the Port of Long Beach applied on a consistent basis, and there has been no material adverse change in the financial condition or results of operations of the Port of Long Beach since the date thereof;

(b) since the date of the Port of Long Beach’s audited financial statements included in the Preliminary Official Statement and in the Official Statement, neither the Port of Long Beach nor any of its divisions has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement; and, there has not been any material adverse change affecting the financial position or results of operations of Port of Long Beach, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement;

(c) the City of Long Beach has been duly incorporated and is a validly existing charter city under the laws of the State of California, with power and authority vested in its Board of Harbor Commissioners to manage its properties, and to conduct its business as described in the Preliminary Official Statement and in the Official Statement;

(d) this Letter of Representation and the Continuing Disclosure Certificates have been duly authorized, executed and delivered by the Port of Long Beach and, assuming the due execution and delivery thereof by the other parties thereto, as applicable, constitute the legal, valid and binding obligations of the Port of Long Beach enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought; and the Use and Operating Agreement and the Use Permit (collectively, the "Port Agreements") constitute legal, valid and binding obligations of the Port of Long Beach enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought;

(e) the execution and delivery by the Port of Long Beach of this Letter of Representation and the Continuing Disclosure Certificates, the performance by the Port of Long Beach of its obligations hereunder and under the Continuing Disclosure Certificates and the Port Agreements, and the consummation of the transactions herein and therein contemplated do not and will not (i) conflict with any of the terms, conditions or provisions of the Charter of the City of Long Beach, or (ii) conflict with, result in a material breach of or constitute a material default under any of the terms or conditions of any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Port of Long Beach is a party, or any laws, judgment, decree, rules or regulations applicable to Port of Long Beach of any court or other governmental body or any other applicable requirement of law, except for conflicts, breaches or defaults which, individually or in the aggregate, would not materially and adversely affect the Port of Long Beach's ability to perform its obligations under this Letter of Representation, the Continuing Disclosure Certificates and the Port Agreement; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body was or is required for the execution and delivery of, and performance by the Port of Long Beach of its obligations under this Letter of Representation, the Continuing Disclosure Certificates and the Port Agreements or the consummation by the Port of Long Beach of the transactions contemplated herein or therein;

(f) there are no legal or governmental proceedings pending to which the Port of Long Beach or any of its divisions is a party or of which any property of the Port of Long Beach or any of its divisions is the subject, which the Port of Long Beach has reasonable cause to believe will, either individually or in the aggregate, have a material adverse effect on the current or future financial position or results of operations of the Port of Long Beach; and, to the best of the Port of Long Beach's knowledge, no such proceedings are threatened by governmental authorities or threatened by others;

(g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of the Port of Long Beach's knowledge, threatened against the Port of Long Beach contesting or affecting the powers of the Port of Long Beach with respect to, or the validity or enforceability of, or any authority for, this Letter of Representation, the Continuing Disclosure Certificates or the Port Agreements;

(h) the Port of Long Beach is not in material breach of or in material default under any of the Port Agreements, and to its knowledge, the Port of Long Beach is not in material breach of or in material default under any loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Port of Long Beach is, or on or after the date of the Closing will be, a party or to which the Port of Long Beach or any of its properties or assets is otherwise subject, and no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default or event of default under any such agreement, law, regulation or instrument.

2. The Port of Long Beach will undertake, pursuant to the Use and Operating Agreement and the Continuing Disclosure Certificates, to provide certain annual financial and operating information and to provide notices upon the occurrence of certain enumerated events. The form of this undertaking is set forth in the Continuing Disclosure Certificates included as Appendix H in each Preliminary Official Statement and in each Official Statement. During the previous five years, the Port of Long Beach has not failed to comply in any material respect with any of its previous undertakings under Rule 15c2-12.

3. The Port of Long Beach acknowledges and agrees that (i) in connection with the purchase and sale of the Bonds and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and not as the agents or fiduciaries of the Port of Long Beach; (ii) the Underwriters have not assumed a fiduciary responsibility in favor of the Port of Long Beach with respect to: (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliates of the Underwriters, have advised or are currently advising the Port of Long Beach on other matters) or (b) any other obligation to the Port of Long Beach except the obligations expressly set forth in the Bond Purchase Agreement and in this Letter of Representation; and (iii) the Port of Long Beach has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

4. The Port of Long Beach hereby approves the Authority's obtaining of a debt service reserve surety policy, as permitted by the Indenture, in lieu of funding the Debt Service Reserve Account for some or all of the Bonds with bond proceeds, by obtaining a surety policy from a surety provider whose credit rating is at least "A" or better from at least one nationally recognized rating agency, notwithstanding the provisions of Section 7.3(k) of the Use and Operating Agreement, or any other provision thereof.

5. At the Closing, the Port of Long Beach shall cause to be delivered to you the opinion of counsel to the Port of Long Beach referred to in Paragraph [10(d)(xiii)] of each Purchase Agreement.

6. No representation or covenant herein shall be deemed to be the representation or covenant of any official, officer, agent or employee of the Port of Long Beach in his or her individual capacity.

Very truly yours,

**City of Long Beach, California, acting by and
through its Board of Harbor Commissioners**

By: _____
Title:

Accepted by:

J.P. Morgan Securities LLC

On its own behalf and as Representative of
RBC Capital Markets, LLC
Goldman Sachs & Co. LLC
Samuel A. Ramirez & Co., Inc.
Siebert Williams Shank & Co., LLC

By: _____
Name: Michael Carlson
Title: Managing Director

Alameda Corridor Transportation Authority

By: _____
Name: Michael Leue
Title: Chief Executive Officer

EXHIBIT E

PROPOSED FORM OF LETTER OF BOND COUNSEL DELIVERED AT CLOSING

[TO COME]

EXHIBIT F

**PROPOSED FORM OF LETTER OF SPECIAL TAX COUNSEL DELIVERED AT
CLOSING**

[TO COME]

EXHIBIT G

PROPOSED FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[TO COME]

EXHIBIT H
FORM OF SUPPLEMENTAL OPINION OF SPECIAL TAX COUNSEL

[TO COME]

EXHIBIT I
FORM OF DISCLOSURE COUNSEL LETTER

_____, 2022

[TO COME]

EXHIBIT J

FORM OF OPINION OF UNDERWRITERS' COUNSEL

_____, 2022

J.P. Morgan Securities LLC
San Francisco, California

RBC Capital Markets, LLC
Los Angeles, California

Goldman Sachs & Co. LLC
San Francisco, California

Samuel A. Ramirez & Co., Inc.
Los Angeles, California

Siebert Williams Shank & Co., LLC
San Francisco, California

Re: Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A

Ladies and Gentlemen:

We have acted as legal counsel to you in connection with the purchase of the above-referenced bonds (the “Bonds”) pursuant to a Forward Delivery Bond Purchase Agreement, dated ____, 2022 (the “Bond Purchase Agreement”), between J.P. Morgan Securities LLC, acting on behalf of itself and as representative of RBC Capital Markets, LLC, Goldman Sachs & Co. LLC, Samuel A. Ramirez & Co., Inc. and Siebert Williams Shank & Co., LLC (the “Underwriters”) and the Alameda Corridor Transportation Authority (the “Authority”). The Bonds are to be issued pursuant to a Master Trust Indenture, dated as of January 1, 1999, as amended and supplemented (the “Master Trust Indenture”), including as supplemented by the Fifteenth Supplemental Trust Indenture, dated as of ____, 2023 (the “Fifteenth Supplemental Indenture” and together with the Master Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association (or its predecessor-in-interest), as trustee (the “Trustee”); Resolution No. JPA-22-__, adopted by the Governing Board of the Authority on ____, 2022 (the “2022 Resolution”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

In rendering our opinion, we have examined originals or copies certified or otherwise identified to our satisfaction of (i) the Indenture, [(ii) the Preliminary Official Statement, dated ____, 2022, with respect to the Bonds (the “Preliminary Official Statement”)]¹, (iii) the Official Statement, dated ____, 2022, with respect to the Bonds (the “Official Statement”)², (iv) the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 16, 2016 (the “Operating Agreement”), among the Authority, the BNSF Railway Company (“BNSF”), the Union Pacific Railroad Company (“Union Pacific” and together with BNSF, the “Railroads”), the City of Los Angeles, acting by and

¹ Opinion delivered on the date of Settlement may delete references to Preliminary Official Statement throughout.

² For opinion delivered on the date of Settlement, references to Official Statement will be to Updated Official Statement.

through its Board of Harbor Commissioners (the “Port of Los Angeles”), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” and together with the Port of Los Angeles, the “Ports”); (v) the Bond Purchase Agreement; (vi) the letters of representation, dated May 11, 2016, from each of BNSF, Union Pacific, the Port of Los Angeles and the Port of Long Beach (collectively, the “Letters of Representation”); (vii) the Continuing Disclosure Certificate, dated ____, 2022, of the Authority and each of the Ports with respect to the Bonds (the “Continuing Disclosure Certificate”); (viii) the continuing disclosure agreements, each dated May ____, 2016, between the Trustee and each of the Railroads (collectively, the “Railroad Disclosure Agreements” and together with the Continuing Disclosure Certificate and paragraph 2 of each of the Letters of Representation, the “Continuing Disclosure Agreement”); certificates of the Authority, the Trustee, the Railroads, the Ports and others; (ix) the letters, certificates and opinions delivered to you pursuant to the provisions of in [Paragraph 13(a)]³ [Paragraph 15(a)]⁴ of the Purchase Agreement and (x) such other documents, certificates, instructions and records as we have considered necessary or appropriate as a basis for our opinion. We have not reviewed and we do not assume any responsibility for any electronic version of the Preliminary Official Statement or the Official Statement. For all purposes of this letter, we have assumed that any electronic versions of the Preliminary Official Statement or the Official Statement are identical in all respects to the printed versions of the Preliminary Official Statement and the Official Statement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

In arriving at the opinions and conclusions hereinafter expressed, we are not expressing any opinion or view on, and with your permission are assuming and relying on, without independent assessment or inquiry, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein, including (without limitation) any representations and legal conclusions regarding the valid existence of the Authority, the due authorization, issuance, delivery, validity and enforceability of the Bonds and the exclusion of interest on the Bonds from gross income for federal income tax purposes, and the legality, validity and enforceability of the Operating Agreement, the Indenture, the Continuing Disclosure Agreement and any laws, documents and instruments that may be related to the authorization, issuance, payment or security of the Bonds. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

Based upon and subject to the foregoing, we are of the opinion that:

(i) the provisions of the Continuing Disclosure Certificate, executed in connection with the Bonds, complies with the requirements of Rule 15c2-12 promulgated under the Securities Act of 1934, as amended (the “Rule”), to provide certain annual financial information and event notices to various information repositories at the times and as required by the Rule; and

(ii) [assuming no change in law from that which is in effect on the date hereof,]³ the Bonds[when issued will]³ [are]⁴ not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

³ To be included in opinion delivered at Closing.

⁴ To be included in the opinion delivered at Settlement.

Although we have not undertaken to check the accuracy, completeness or fairness of, or verified the information that is contained in the [Preliminary Official Statement and]¹ the Official Statement² and are, therefore, unable to make any representation to you in that regard, we have participated in conferences with your representatives and representatives of the Authority, including O'Melveny & Myers LLP, as Bond Counsel, Nixon Peabody LLP, as Special Tax Counsel and Sheppard, Mullin, Richter & Hampton LLP as Disclosure Counsel to the Authority, the Office of the City Attorney of the City of Los Angeles, California and the Office of the City Attorney of the City of Long Beach, California, in their capacities as the Co-General Counsel of the Authority, PFM Financial Advisors LLC, the Authority's Municipal Advisors, Kutak Rock LLP, as disclosure counsel to each of the Ports, and others, during which conferences the contents of the [Preliminary Official Statement and]¹ the Official Statement² and related matters were discussed. Based upon the information that was made available to us in the course of our participation as counsel to you in such conferences, our review of the documents that are referred to above, our reliance on the documents, certificates, instructions and records and the opinions of counsel that are described above and our understanding of applicable law, we advise you as a matter of fact, but not opinion, (i) no information has come to the attention of the attorneys in the firm representing the Underwriters in this matter which caused us to believe that [the Preliminary Official Statement as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion contained in the Preliminary Official Statement, the information in the appendices to the Preliminary Official Statement, information permitted to be omitted from the Preliminary Official Statement pursuant to the Rule, or any information about book-entry or DTC included therein, as to which no opinion or view is expressed) and]¹ (ii) that no information has come to the attention of the attorneys in the firm representing the Underwriters in this matter which caused us to believe that the Official Statement² as of its date contained, or as of the date hereof contains, any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, the information in the appendices to the Official Statement², or any information about book-entry or DTC included therein, as to which no opinion or view is expressed). Moreover, in providing such advice and assistance we provided no independent diligence of, and express no view with respect to, compliance by the Authority with any obligation to file annual reports or provide notice of events, each as described in the Rule. We further advise you that, other than reviewing the various certificates and opinions required by the Bond Purchase Agreement, we have not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in [the Preliminary Official Statement as of its date and]¹ the Official Statement² as of the date hereof.

By acceptance of this letter you recognize and acknowledge that: (a) the advice herein is based on certain limited activities that were performed by specific attorneys in our firm in our role as counsel to the Underwriters; (b) the scope of the activities that were performed by such attorneys in our role as counsel to the Underwriters and for purposes of delivering such advice was inherently limited and does not purport to encompass all activities that are necessary for compliance by you or others with applicable state and federal securities laws; and (c) the activities that were performed by such attorneys in our role as counsel to the Underwriters rely in part on representations, warranties, certifications and opinions of other parties to the transaction, including representations, warranties and certifications made by the Underwriters.

This letter is being rendered solely for your benefit in connection with the offering by the Underwriters of the Bonds and is not to be used, circulated, quoted or otherwise referred to for any other purpose without our prior written consent. This letter may not be relied upon by owners of the Bonds. This letter is limited to matters governed by the laws of the State of California and federal securities laws, and we assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction. We express no opinion with respect to the validity of the Bonds, the tax treatment of the interest thereon or the compliance with, or applicability of, any “blue sky” laws of any state as they relate to the offer or sale of the Bonds.

Our engagement with respect to the Bonds terminates as of the date hereof. We have not undertaken any duty, and expressly disclaim any responsibility, to render advice as to events occurring after the date hereof with respect to the Bonds or other matters discussed in [the Preliminary Official Statement and]¹ the Official Statement². This letter is not intended to be, and may not be, relied upon by owners of Bonds, the owners of any beneficial ownership interest therein or by any other party to whom it is not addressed.

Very truly yours,

EXHIBIT K

FORM OF ISSUE PRICE CERTIFICATE

This certificate is furnished by, J.P. Morgan Securities LLC acting on behalf of itself and as Representative (the “Representative”) of RBC Capital Markets, LLC, Goldman Sachs & Co. LLC, Samuel A. Ramirez & Co., Inc. and Siebert Williams Shank & Co., LLC (each an “Underwriter” and, together with the Representative, the “Underwriting Group”), in connection with the Bond Purchase Agreement dated _____, 2022 (the “Purchase Agreement”), between the Underwriters and the Alameda Corridor Transportation Authority (the “Issuer”) for the sale \$_____ Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Bonds”).

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. ***Sale of the Maturities.*** [As of the date of this certificate, for each Maturity, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Appendix I hereto.]

[OR: If at least 10% of each maturity sold at initial offering price to the public at pricing:

(a) As of the Sale Date, all of the Bonds were the subject of a bona fide offering to the Public for purchase at the respective initial offering prices listed in Schedule 1 hereto (the “Initial Offering Prices”). A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule 2.

(b) As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule 1 hereto.]

2. [Delete if at least 10% of each Maturity sold per above:] [***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Representative offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule 1 hereto (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule 2.

(b) As set forth in the Purchase Agreement, the Representative agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, the Representative would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement will contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement will contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, the Representative has not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Defined Terms.***

(a) [General Rule Maturities means those Maturities of the Bonds listed in Schedule I hereto as the “General Rule Maturities.”

(b) Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule 1 hereto as the “Hold-the-Offering-Price Maturities” (if any).

(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriters sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) Issuer means the Alameda Corridor Transportation Authority.

(e) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2022.

(h) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the Underwriters to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Nixon Peabody LLP, as special tax counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

Dated: _____, 2023.

J.P. MORGAN SECURITIES LLC,
as Representative of the Underwriters

By: _____
Authorized Officer

APPENDIX I TO SCHEDULE II
MATURITIES

SCHEDULE 1
UNDERWRITERS

J.P. Morgan Securities LLC
RBC Capital Markets, LLC
Goldman Sachs & Co. LLC
Samuel A. Ramirez & Co., Inc.
Siebert Williams Shank & Co., LLC

SCHEDULE 2

BOND TERMS

\$_____
TAX-EXEMPT SENIOR LIEN REVENUE REFUNDING BONDS
SERIES 2023A

\$_____ Series 2023A Current Interest Bonds

<i>Maturity Date</i> <i>(October 1)</i>	<i>Principal</i> <i>Amount</i>	<i>Interest</i> <i>Rate</i>	<i>Yield</i>	<i>Price</i>	<i>10%</i> <i>Test</i> <i>Used</i>	<i>Hold-</i> <i>the-</i> <i>Offering-</i> <i>Price</i> <i>Rule</i> <i>Used</i>
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\$_____ Series 2023A Capital Appreciation Bonds

<i>Maturity</i> <i>Date</i> <i>(October 1)</i>	<i>Initial</i> <i>Principal</i> <i>Amount</i>	<i>Yield to</i> <i>Maturity</i>	<i>Accretion</i> <i>Rate</i>	<i>Initial</i> <i>Amount</i> <i>per \$5,000</i> <i>Accreted</i> <i>Amount at</i> <i>Maturity</i>	<i>10%</i> <i>Test</i> <i>Used</i>	<i>Hold-</i> <i>the-</i> <i>Offering-</i> <i>Price</i> <i>Rule</i> <i>Used</i>
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\$_____ Series 2023A Convertible Capital Appreciation Bonds

<i>Maturity Date (October 1)</i>	<i>Initial Principal Amount</i>	<i>Yield to Maturity</i>	<i>Accretion Rate</i>	<i>Initial Amount per \$5,000 Accreted Amount at Maturity</i>	<i>10% Test Used</i>	<i>Hold-the-Offering-Price Rule Used</i>
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Redemption Provisions:

Optional Redemption. The Capital Appreciation Bonds maturing on and after October 1, 20__ are not subject to optional redemption and the Capital Appreciation Bonds maturing on and after October 1, 20__ are subject to optional redemption, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Capital Appreciation Bonds as of the date fixed for redemption.

The Current Interest Bonds maturing on or before October 1, 20__ are not subject to optional redemption, and the Series 2023A Current Interest Bonds maturing on and after October 1, 20__ are subject to optional redemption, on any date on or after October 1, ____, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the principal amount of such Current Interest Bonds so redeemed plus accrued interest to the date fixed for redemption, without premium.

The Convertible Capital Appreciation Bonds maturing on or before October 1, 20__ are not subject to optional redemption, and the Convertible Capital Appreciation Bonds maturing on and after October 1, 20__ are subject to optional redemption, on any date on or after October 1, ____, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Convertible Capital Appreciation Bonds as of the date fixed for redemption.

Mandatory Sinking Fund Redemption. The Capital Appreciation Bonds maturing on October 1, __ are subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective [principal amounts] set forth below, in each case at a redemption price equal to the [principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption]

Mandatory Redemption Date (October 1)	Principal Amount to be Redeemed
--	--

_____ †

†Maturity

The Current Interest Bonds maturing on October 1, ___ are subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:

Mandatory Redemption Date (October 1)	Principal Amount to be Redeemed
†	
†Maturity	

The Convertible Capital Appreciation Bonds maturing on October 1, ___ are subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:

Mandatory Redemption Date (October 1)	Principal Amount to be Redeemed
†	
†Maturity	

Extraordinary Redemption. The Bonds are subject to extraordinary redemption as provided for in the Master Indenture and as described in the Preliminary Official Statement and in the Official Statement.

SCHEDULE 3

OPERATING AGREEMENTS

Amended and Restated Joint Exercise of Powers Agreement, dated as of December 18, 1996, between the City of Long Beach, California and the City of Los Angeles, California, as amended by the First Amendment to Amended and Restated Joint Exercise of Powers Agreement, dated as of July 1, 2006 (collectively, the “Joint Powers Agreement”)

Use Permit, dated October 12, 1998 (the “Use Permit”), between the Authority and the Ports

Alameda Corridor Dispatching Agreement, dated as of January 30, 2002, by and among the Authority and the Railroads, as amended (the “Dispatching Agreement”)

Alameda Corridor Maintenance Agreement (Rail Corridor and Non-Rail Components), dated as of dated as of May 1, 2019, by and between the Authority and RailWorks Track Services, Inc., as amended (collectively, the “Maintenance Agreement”)

Alameda Corridor Police and Security Services Agreement, dated as of October 15, 2002, between the Authority and the Railroads, as amended (the “Security Services Agreement”)

Agreement Between the Alameda Corridor Transportation Authority and the Alameda Corridor Engineering Team, dated as of January 1, 1996, as amended (collectively, the “ACET Agreement”)

RRIF Financing Agreement, dated as of June 21, 2012 (the “2012 Financing Agreement”), between the Authority and the United States of America, represented by the Secretary of Transportation acting through the Administrator of the Federal Railroad Administration

EXHIBIT E-1

FORM OF PRELIMINARY OFFICIAL STATEMENT

[to be attached]

PRELIMINARY OFFICIAL STATEMENT DATED JUNE 17, 2022

NEW ISSUES - BOOK-ENTRY ONLY

RATINGS: See "RATINGS" herein.

In the opinion of Nixon Peabody LLP, Special Tax Counsel, under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by the Authority described herein, interest on the Tax-Exempt Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Special Tax Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. Interest on the Series 2022B Bonds is not excluded from gross income for federal income tax purposes. Special Tax Counsel is further of the opinion that interest on the Tax-Exempt Bonds and the Series 2022B Bonds is exempt from personal income taxes of the State of California under present State law. See "TAX MATTERS – TAX-EXEMPT BONDS" and "TAX MATTERS – SERIES 2022B BONDS" herein regarding certain other tax considerations.

Alameda Corridor Transportation Authority

\$ _____*	\$ _____*
Tax-Exempt Senior Lien Revenue Refunding Bonds Series 2022A	Taxable Senior Lien Revenue Refunding Bonds Series 2022B
\$ _____* Capital Appreciation Bonds	\$ _____* Capital Appreciation Bonds
\$ _____* Current Interest Bonds	\$ _____* Current Interest Bonds
\$ _____* Convertible Capital Appreciation Bonds	\$ _____* Convertible Capital Appreciation Bonds
\$ _____*	
Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds Series 2022C	
\$ _____* Capital Appreciation Bonds	
\$ _____* Current Interest Bonds	
\$ _____* Convertible Capital Appreciation Bonds	

Dated: Date of Delivery

Due: As shown on inside cover page

The Alameda Corridor Transportation Authority (the "Authority") is issuing its Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the "Series 2022A Bonds"), its Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the "Series 2022B Bonds" or the "Taxable Bonds"), and its Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the "Series 2022C Bonds", and together with the Series 2022A Bonds and the Series 2022B Bonds, the "Series 2022 Bonds"). The Series 2022A Bonds and the Series 2022C Bonds are sometimes referred to herein as the "Tax-Exempt Bonds." The Series 2022A Bonds are being issued (i) to defease the Authority's Outstanding Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A (the "Series 2013A Bonds") maturing on October 1, 2022 to their maturity; (ii) to pay the purchase price to all holders of the Authority's Outstanding Series 2013A Bonds (other than those maturing on October 1, 2022) who elect to tender such Series 2013A Bonds to the Authority and for which the Authority accepts such tender; (iii) in exchange for all of the Series 2013A Bonds (other than those maturing on October 1, 2022) that the qualified holders of such Series 2013A Bonds elect to exchange with the Authority; (iv) to pay the purchase price to all holders of the Authority's Outstanding Tax-Exempt Senior Lien Revenue Bonds, Series 1999A (the "Series 1999A Bonds") who elect to tender such Series 1999A Bonds to the Authority and for which the Authority accepts such tender; (v) in exchange for all of the Series 1999A Bonds that the qualified holders of such Series 1999A Bonds elect to exchange with the Authority; (vi) to fund a deposit to the debt service reserve account for the Series 2022A Bonds and to purchase a debt service reserve fund surety policy for the Series 2022A Bonds, if applicable; (vii) to purchase a municipal bond insurance policy for a portion of the Series 2022A Bonds, if applicable; and (viii) to pay costs of issuing the Series 2022A Bonds, including costs of the associated tender and exchange.* The Series 2022B Bonds are being issued (i) to defease the Authority's Outstanding Taxable Senior Lien Revenue Bonds, Series 1999C (the "Series 1999C Bonds") maturing on October 1, 2022 to their maturity and a portion of Series 1999C Bonds maturing on October 1, 2029 to their October 1, 2023, 2024, and 2025 sinking fund redemption dates; (ii) to pay the purchase price to all holders of the Authority's Outstanding Series 1999C Bonds who elect to tender such Series 1999C Bonds to the Authority and for which the Authority accepts such tender; (iii) in exchange for all of the Series 1999C Bonds that the qualified holders of such Series 1999C Bonds elect to exchange with the Authority; (iv) to fund a deposit to the debt service reserve account for the Series 2022B Bonds and to purchase a debt service reserve fund surety policy for the Series 2022B Bonds, if applicable; (v) to purchase a municipal bond insurance policy for a portion of the Series 2022B Bonds, if applicable; and (vi) to pay costs of issuing the Series 2022B Bonds, including costs of the associated tender and exchange.* The Series 2022C Bonds are being issued (i) to pay the purchase price to all holders of the Authority's Outstanding Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B (the "Series 2016B Bonds"), who elect to tender such Series 2016B Bonds to the Authority and for which the Authority accepts such tender; (ii) in exchange for all of the Series 2016B Bonds that the qualified holders of such Series 2016B Bonds elect to exchange with the Authority; (iii) to fund a deposit to the debt service reserve account for the Series 2022C Bonds and to purchase a debt service reserve fund surety policy for the Series 2022C Bonds, if applicable; (iv) to purchase a municipal bond insurance policy for a portion of the Series 2022C Bonds, if applicable; and (v) to pay costs of issuing the Series 2022C Bonds, including costs of the associated tender and exchange.* The issuance of the Series 2022C Bonds is dependent on the results of the Invitation to Tender or Exchange Bonds dated [June 17], 2022 (the "Invitation") and the acceptance of any Tendered Bonds by the Authority is subject to the terms of the Invitation as described herein.*

The Series 2022 Bonds are being issued pursuant to the Joint Exercise of Powers Act, California Government Code Sections 6500, *et seq.*, and pursuant to a Master Trust Indenture, as amended and supplemented, between the Authority and U.S. Bank Trust Company, National Association (as successor in trust to U.S. Bank National Association), as trustee. Except as described herein, the Series 2022 Bonds are payable solely from and are secured solely by a pledge of the Trust Estate, which consists primarily of Revenues. In general, Revenues include, among other things, Use Fees and Container Charges to be paid by Union Pacific Railroad Company and BNSF Railway Company (together, the "Railroads") and Shortfall Advances to be paid under certain circumstances by the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the "Port of Los Angeles"), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the "Port of Long Beach") and together with the Port of Los Angeles, the "Ports"), as described herein. The Railroads and the Ports are obligated only to make certain payments required by the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016, as the same may be amended or supplemented, among the Authority, the Ports and the Railroads, and are not responsible for paying, and are not guaranteeing the payment of, the principal or Accreted Value of, premium, if any, or interest on the Series 2022 Bonds.

The Series 2022 Bonds will be issued as fully registered bonds in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company ("DTC"), New York, New York. Individual purchases and sales of the Series 2022 Bonds may be made in book-entry form only, in the authorized denominations further described herein. Purchasers will not receive certificates representing their interests in the Series 2022 Bonds. No payments are due to the owners of the Series 2022 Bonds that are Capital Appreciation Bonds until their respective maturity dates, as described herein, or on the Series 2022 Bonds that are Convertible Capital Appreciation Bonds until their respective conversion dates, as described herein. Current interest on the Series 2022 Bonds that are Current Interest Bonds will be payable each April 1 and October 1, commencing October 1, 2022. Current interest on the Series 2022 Bonds that are Convertible Capital Appreciation Bonds will be payable on each April 1 and October 1, commencing [____] 1, 20____], following the conversion date on [____] 20____]. So long as the Series 2022 Bonds are held by DTC, the principal or Accreted Value of and the interest on the Series 2022 Bonds will be payable to DTC, which in turn will be required to remit such principal, or Accreted Value and interest to the DTC participants for subsequent disbursement to beneficial owners of the Series 2022 Bonds.

The Series 2022 Bonds are subject to optional and extraordinary redemption and mandatory sinking fund redemption prior to maturity as described herein.

The scheduled payment of the principal amount or Accreted Value of and interest on the Series 2022 Bonds designated as "Series 2022 Insured Bonds" herein (collectively, the "Insured Series 2022 Bonds"), when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Insured Series 2022 Bonds by one or more bond insurers.*

There are risks associated with the purchase of the Series 2022 Bonds. Potential purchasers are advised to review carefully this entire Official Statement, including the appendices, to obtain information essential to making an informed investment decision.

THE SERIES 2022 BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE AUTHORITY AND, EXCEPT AS DESCRIBED HEREIN, ARE PAYABLE SOLELY FROM AND ARE SECURED SOLELY BY A LIEN ON THE TRUST ESTATE. THE SERIES 2022 BONDS ARE NOT OBLIGATIONS OF THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA AND ARE NOT OBLIGATIONS OF THE CITY OF LONG BEACH OR THE CITY OF LOS ANGELES (COLLECTIVELY, THE "CITIES"), THE PORTS OR THE RAILROADS. THE PROJECT DESCRIBED IN THIS OFFICIAL STATEMENT IS NOT SECURITY FOR THE SERIES 2022 BONDS, AND THE SERIES 2022 BONDS ARE NOT SECURED BY A LIEN ON ANY PROPERTIES OR IMPROVEMENTS OF THE AUTHORITY, THE CITIES, THE PORTS OR THE RAILROADS OR BY A PLEDGE OF ANY REVENUES OF THE CITIES, THE PORTS OR THE RAILROADS.

The Series 2022 Bonds are offered when, as and if issued, subject to receipt of the legal opinions of O'Melveny & Myers LLP, Los Angeles, California, Bond Counsel to the Authority, and Nixon Peabody LLP, Special Tax Counsel to the Authority. Certain legal matters will be passed upon for the Authority by one of its Co-General Counsel. Certain legal matters will be passed upon for the Port of Los Angeles by the Office of the Los Angeles City Attorney and for the Port of Long Beach by the Office of the Long Beach City Attorney. Certain legal matters will be passed upon for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth A Professional Corporation, Newport Beach, California. Sheppard, Mullin, Richter & Hampton LLP, Los Angeles, California, serves as Disclosure Counsel to the Authority in connection with certain of the Authority's disclosure matters. See "LEGAL MATTERS." It is expected that delivery of the Series 2022 Bonds will be made through DTC on or about August 15, 2022.

J.P. Morgan Securities LLC

RBC Capital Markets, LLC

Goldman Sachs & Co. LLC

Ramirez & Co., Inc.

Siebert Williams Shank & Co., LLC

July __, 2022

*Preliminary, subject to change.

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\$ _____*

**TAX-EXEMPT SENIOR LIEN REVENUE REFUNDING BONDS
SERIES 2022A**

\$ _____*

Series 2022A Capital Appreciation Bonds

Maturity Date (October 1)*	Initial Amount*	Yield to Maturity	Initial Amount per \$5,000 Accreted Value at Maturity	CUSIP No. (010869)†
\$	%	\$		

\$ _____*

Series 2022A Current Interest Bonds

Maturity Date (October 1)*	Principal Amount*	Interest Rate	Yield	Price	CUSIP No. (010869)†
\$	%	%			

\$ _____*

Series 2022A Convertible Capital Appreciation Bonds

Maturity Date (October 1)*	Initial Amount*	Yield to Maturity	Initial Amount per \$5,000 Accreted Value at Conversion Date	CUSIP No. (010869)†
\$	%	\$		

*Preliminary, subject to change.

† Copyright 2022, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data in this Official Statement is provided by CUSIP Global Services (CGS), operated on behalf of the American Bankers Association by S&P Global Market Intelligence. This information is not intended to create a database and does not serve in any way as a substitute for the GCS database. CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable Series 2022 Bonds. None of the Authority, the Ports, the Railroads or the Underwriters is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on the applicable Series 2022 Bonds or as included in this Official Statement. The CUSIP number for a specific maturity is subject to being changed after the issuance of the bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2022 Bonds.

\$ _____*
TAXABLE SENIOR LIEN REVENUE REFUNDING BONDS
SERIES 2022B

\$ _____*
Series 2022B Capital Appreciation Bonds

Maturity Date (October 1)*	Initial Amount*	Yield to Maturity	Initial Amount per \$5,000 Accreted Value at Maturity	CUSIP No. (010869)†
	\$	%	\$	

\$ _____*
Series 2022B Current Interest Bonds

Maturity Date (October 1)*	Principal Amount*	Interest Rate	Yield	Price	CUSIP No. (010869)†
	\$	%	%		

\$ _____*
Series 2022B Convertible Capital Appreciation Bonds

Maturity Date (October 1)*	Initial Amount*	Yield to Maturity	Initial Amount per \$5,000 Accreted Value at Conversion Date	CUSIP No. (010869)†
	\$	%	\$	

*Preliminary, subject to change.

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\$ _____*

**TAX-EXEMPT SECOND SUBORDINATE LIEN REVENUE REFUNDING BONDS
SERIES 2022C**

\$ _____*

Series 2022C Capital Appreciation Bonds

Maturity Date (October 1)*	Initial Amount*	Yield to Maturity	Initial Amount per \$5,000 Accreted Value at Maturity	CUSIP No. (010869)†
\$	%	\$		

\$ _____*

Series 2022C Current Interest Bonds

Maturity Date (October 1)*	Principal Amount*	Interest Rate	Yield	Price	CUSIP No. (010869)†
\$	%	%			

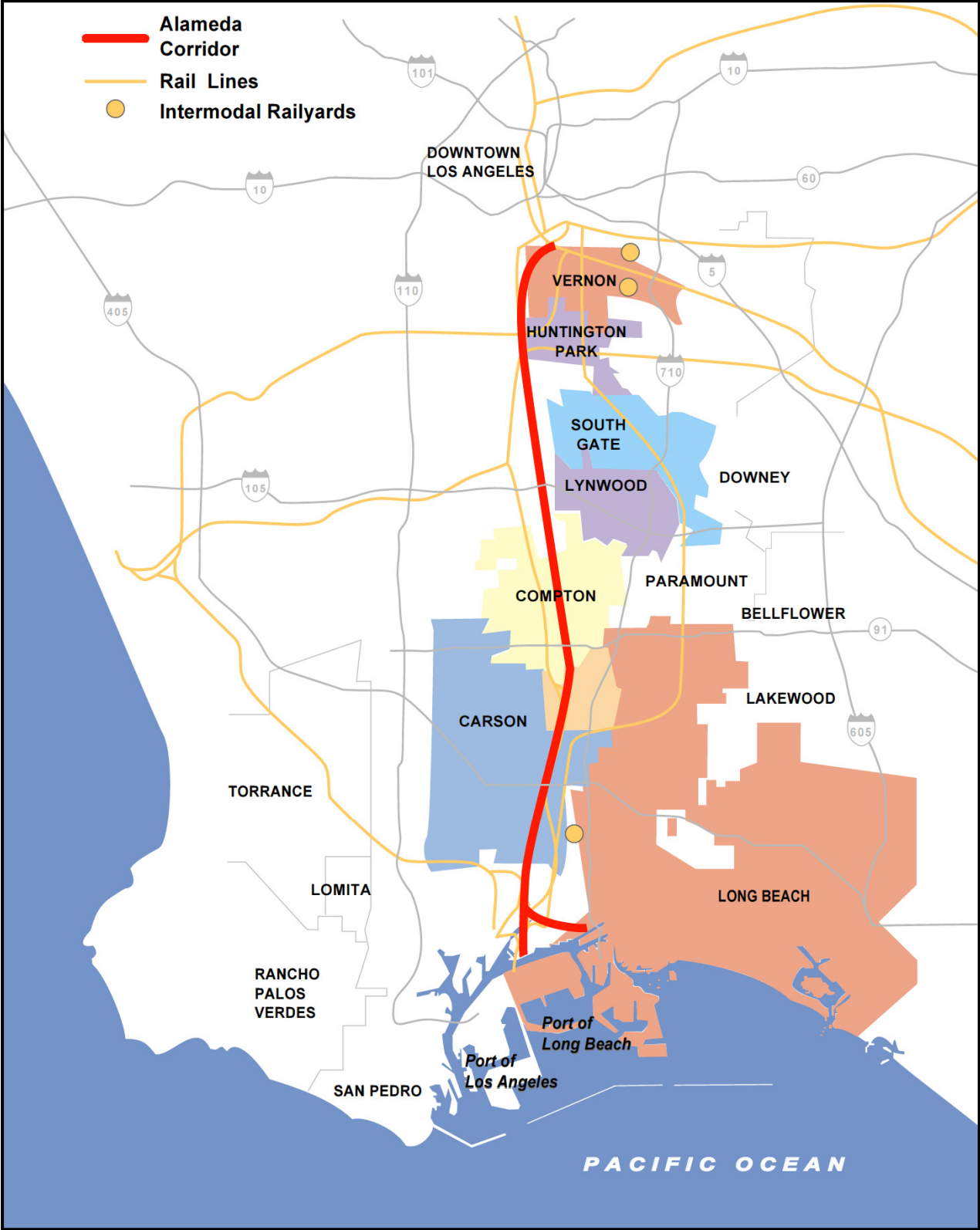
\$ _____*

Series 2022C Convertible Capital Appreciation Bonds

Maturity Date (October 1)*	Initial Amount*	Yield to Maturity	Initial Amount per \$5,000 Accreted Value at Conversion Date	CUSIP No. (010869)†
\$	%	\$		

*Preliminary, subject to change.

† Copyright 2022, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data in this Official Statement is provided by CUSIP Global Services (CGS), operated on behalf of the American Bankers Association by S&P Global Market Intelligence. This information is not intended to create a database and does not serve in any way as a substitute for the GCS database. CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable Series 2022 Bonds. None of the Authority, the Ports, the Railroads or the Underwriters is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on the applicable Series 2022 Bonds or as included in this Official Statement. The CUSIP number for a specific maturity is subject to being changed after the issuance of the bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2022 Bonds.



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

GOVERNING BOARD

Suzie Price, *Chair*
Councilmember, City of Long Beach

Joe Buscaino, *Vice Chair*
Councilmember, City of Los Angeles

Michael Cano
Deputy Executive Officer, Los Angeles County Metropolitan Transportation Authority

Frank Colonna
Commissioner, Port of Long Beach

Edward Renwick
Commissioner, Port of Los Angeles

Mario Cordero
Executive Director, Port of Long Beach

Eugene D. Seroka
Executive Director, Port of Los Angeles

EXECUTIVE STAFF

Michael Leue, *Chief Executive Officer*

Kevin Scott, *Chief Financial Officer*

Marla Bleavins, *Treasurer*

Heather M. McCloskey, *Co-General Counsel*; David Albers*, *Co-General Counsel*

BOND COUNSEL

O'Melveny & Myers LLP
Los Angeles, California

SPECIAL TAX COUNSEL

Nixon Peabody LLP
San Francisco, California

DISCLOSURE COUNSEL

Sheppard Mullin Richter & Hampton LLP
Los Angeles, California

TRUSTEE

U.S. Bank Trust Company, National Association
Los Angeles, California

FINANCIAL ADVISOR

PFM Financial Advisors LLC
Los Angeles, California

VERIFICATION AGENT

INDEPENDENT AUDITOR

Moss Adams LLP
Irvine, California

* It is expected that on or about June 21, 2022, Mr. Albers will resign as Co-General Counsel and Sudhir Lay will replace Mr. Albers.
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No dealer, broker, salesperson or any other person has been authorized to give any information or to make any representations, other than the information and representations contained in this Official Statement, in connection with the offering of the Series 2022 Bonds and, if given or made, such information or representations must not be relied upon as having been authorized by the Authority, the Ports, the Railroads or the Underwriters. This Official Statement does not constitute an offer to sell or a solicitation of sale of the Series 2022 Bonds in any jurisdiction in which such offer or sale would be unlawful.

The information contained in this Official Statement is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority, the Ports, the Railroads or the Series 2022 Bond Insurer(s)* since the date hereof.

The information about the Ports in this Official Statement was provided by the Ports. The Authority makes no representation concerning such information.

The information contained in this Official Statement has not been provided by or reviewed by the Railroads, and the information about the Railroads set forth herein has been obtained from publicly available information filed with the Securities and Exchange Commission. The Authority makes no representation concerning the information about the Railroads. See Appendix D.

It is not possible for the Authority to verify all of the information provided by third parties, including the Ports and the Railroads.

CERTAIN STATEMENTS CONTAINED IN THIS OFFICIAL STATEMENT ARE NOT INTENDED TO REFLECT HISTORICAL FACTS BUT ARE ESTIMATES AND “FORWARD-LOOKING STATEMENTS.” NO ASSURANCE CAN BE GIVEN THAT THE FUTURE RESULTS DISCUSSED HEREIN WILL BE ACHIEVED, AND ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THE EXPECTATIONS AND FORECASTS DESCRIBED HEREIN. IN THIS RESPECT, THE WORDS “ESTIMATE,” “PROJECT,” “FORECAST,” “ANTICIPATE,” “EXPECT,” “ASSUME,” “INTEND,” “BELIEVE” AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. ALL PROJECTIONS, FORECASTS, ASSUMPTIONS, EXPRESSIONS OF OPINION, ESTIMATES AND OTHER FORWARD-LOOKING STATEMENTS ARE EXPRESSLY QUALIFIED IN THEIR ENTIRETY BY THE CAUTIONARY STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

In connection with this offering, the Underwriters may over allot or effect transactions that stabilize or maintain the market price of the Series 2022 Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

* Preliminary, subject to change.

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

ANY REFERENCES TO THE “ISSUER” UNDER THIS HEADING ‘INFORMATION CONCERNING OFFERING RESTRICTIONS IN CERTAIN JURISDICTIONS OUTSIDE THE UNITED STATES’ MEAN THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY. AND REFERENCES TO “BONDS” OR “SECURITIES” MEAN THE SERIES 2022 BONDS OFFERED HEREBY. **NEITHER THE ISSUER NOR THE UNDERWRITERS ASSUME ANY RESPONSIBILITY FOR THE CONTENTS OF THIS SECTION.**

MINIMUM UNIT SALES

THE BONDS WILL TRADE AND SETTLE ON A UNIT BASIS (ONE UNIT EQUALING ONE BOND OF \$5,000 PRINCIPAL AMOUNT). FOR ANY SALES MADE OUTSIDE THE UNITED STATES, THE MINIMUM PURCHASE AND TRADING AMOUNT IS 30 UNITS (BEING 30 BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF \$150,000).

NOTICE TO PROSPECTIVE INVESTORS IN THE EUROPEAN ECONOMIC AREA (“EEA”) OR THE UNITED KINGDOM

THE BONDS ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA. FOR THESE PURPOSES, A “RETAIL INVESTOR” MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (AS AMENDED, “**MIFID II**”); (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE (EU) 2016/97 (THE “**INSURANCE DISTRIBUTION DIRECTIVE**”), WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II; OR (III) NOT A QUALIFIED INVESTOR AS DEFINED IN REGULATION (EU) 2017/1129 (THE “**PROSPECTUS REGULATION**”). CONSEQUENTLY, NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO. 1286/2014 (AS AMENDED, THE “**PRIIPS REGULATION**”) FOR OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EEA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION.

THE BONDS ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE UNITED KINGDOM. FOR THESE PURPOSES, A “RETAIL INVESTOR” MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2 OF REGULATION (EU) NO 2017/565 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (“**EUWA**”); (II) A CUSTOMER WITHIN THE MEANING OF THE PROVISIONS OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (THE “**FSMA**”) AND ANY RULES OR REGULATIONS MADE UNDER THE FSMA TO IMPLEMENT DIRECTIVE (EU) 2016/97, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2(1) OF REGULATION (EU) NO 600/2014 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA; OR (III) NOT A QUALIFIED INVESTOR AS DEFINED IN ARTICLE 2 OF REGULATION (EU) 2017/1129 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA. CONSEQUENTLY NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA (THE “**UK PRIIPS REGULATION**”) FOR OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE UNITED KINGDOM HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE UNITED KINGDOM MAY BE UNLAWFUL UNDER THE UK PRIIPS REGULATION.

THIS OFFICIAL STATEMENT HAS BEEN PREPARED ON THE BASIS THAT ALL OFFERS OF THE BONDS TO ANY PERSON THAT IS LOCATED WITHIN A MEMBER STATE OF THE EEA OR THE UNITED KINGDOM WILL BE MADE PURSUANT TO AN EXEMPTION UNDER ARTICLE 1(4) OF THE PROSPECTUS REGULATION OR SECTION 86 OF THE FSMA (IN EACH CASE AS APPLICABLE) FROM THE REQUIREMENT TO PRODUCE A PROSPECTUS FOR OFFERS OF THE BONDS. ACCORDINGLY, ANY PERSON MAKING OR INTENDING TO MAKE ANY OFFER IN THE EEA OR THE UNITED KINGDOM OF THE BONDS SHOULD ONLY DO SO IN CIRCUMSTANCES IN WHICH NO OBLIGATION ARISES FOR THE ISSUER OR ANY OF THE UNDERWRITERS TO PROVIDE A PROSPECTUS FOR SUCH OFFER. NEITHER THE ISSUER NOR THE UNDERWRITERS HAVE AUTHORIZED, NOR DO THEY AUTHORIZE, THE MAKING OF ANY OFFER OF BONDS THROUGH ANY FINANCIAL INTERMEDIARY, OTHER THAN OFFERS MADE BY THE UNDERWRITERS, WHICH CONSTITUTE THE FINAL PLACEMENT OF THE BONDS CONTEMPLATED IN THIS OFFICIAL STATEMENT.

FOR THE PURPOSES OF THIS PROVISION, THE EXPRESSION AN “OFFER OF SECURITIES TO THE PUBLIC” IN RELATION TO THE BONDS IN ANY MEMBER STATE OF THE EEA OR THE UNITED KINGDOM MEANS THE COMMUNICATION IN ANY FORM AND BY ANY MEANS OF SUFFICIENT INFORMATION ON THE TERMS OF THE OFFER AND THE BONDS TO BE OFFERED SO AS TO ENABLE AN INVESTOR TO DECIDE TO PURCHASE THE BONDS OR SUBSCRIBE FOR THE BONDS.

EACH SUBSCRIBER FOR OR PURCHASER OF THE BONDS IN THE OFFERING LOCATED WITHIN A MEMBER STATE OF THE EEA OR THE UNITED KINGDOM WILL BE DEEMED TO HAVE REPRESENTED, ACKNOWLEDGED AND AGREED THAT IT IS A “QUALIFIED INVESTOR” AS DEFINED IN THE PROSPECTUS REGULATION AND IN ARTICLE 2 OF REGULATION (EU) 2017/1129 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA. THE ISSUER AND EACH UNDERWRITER AND OTHERS WILL RELY ON THE TRUTH AND ACCURACY OF THE FOREGOING REPRESENTATION, ACKNOWLEDGEMENT AND AGREEMENT.

ADDITIONAL NOTICE TO PROSPECTIVE INVESTORS IN THE UNITED KINGDOM

THIS OFFICIAL STATEMENT HAS NOT BEEN APPROVED FOR THE PURPOSES OF SECTION 21 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (“**FSMA**”) AND DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF SECTION 85 OF THE FSMA. THIS OFFICIAL STATEMENT IS FOR DISTRIBUTION ONLY TO, AND IS DIRECTED SOLELY AT, PERSONS WHO (I) ARE OUTSIDE THE UNITED KINGDOM, (II) ARE INVESTMENT PROFESSIONALS, AS SUCH TERM IS DEFINED IN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE “**FINANCIAL PROMOTION ORDER**”), (III) ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) OF THE FINANCIAL PROMOTION ORDER, OR (IV) ARE PERSONS TO WHOM AN INVITATION OR INDUCEMENT TO ENGAGE IN INVESTMENT ACTIVITY (WITHIN THE MEANING OF SECTION 21 OF THE FSMA) IN CONNECTION WITH THE ISSUE OR SALE OF ANY SECURITIES MAY OTHERWISE BE LAWFULLY COMMUNICATED OR CAUSED TO BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS “**RELEVANT PERSONS**”). THIS OFFICIAL STATEMENT IS DIRECTED ONLY AT RELEVANT PERSONS AND MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS OFFICIAL STATEMENT RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. ANY PERSON WHO IS NOT A RELEVANT PERSON SHOULD NOT ACT OR RELY ON THIS OFFICIAL STATEMENT OR ANY OF ITS CONTENTS.

NOTICE TO PROSPECTIVE INVESTORS IN SWITZERLAND

THIS OFFICIAL STATEMENT IS NOT INTENDED TO CONSTITUTE AN OFFER OR A SOLICITATION TO PURCHASE OR INVEST IN THE BONDS. THE BONDS MAY NOT BE PUBLICLY OFFERED, DIRECTLY OR INDIRECTLY, IN SWITZERLAND WITHIN THE MEANING OF THE SWISS FINANCIAL SERVICES ACT (“**FINSA**”) AND NO APPLICATION HAS OR WILL BE MADE

TO ADMIT THE BONDS TO TRADING ON ANY TRADING VENUE (EXCHANGE OR MULTILATERAL TRADING FACILITY) IN SWITZERLAND. NEITHER THIS OFFICIAL STATEMENT NOR ANY OTHER OFFERING OR MARKETING MATERIAL RELATING TO THE BONDS CONSTITUTES A PROSPECTUS PURSUANT TO (I) THE FINSA OR (II) THE LISTING RULES OF THE SIX SWISS EXCHANGE AG OR ANY OTHER REGULATED TRADING VENUE IN SWITZERLAND AND NEITHER THIS OFFICIAL STATEMENT NOR ANY OTHER OFFERING OR MARKETING MATERIAL RELATING TO THE BONDS MAY BE PUBLICLY DISTRIBUTED OR OTHERWISE MADE PUBLICLY AVAILABLE IN SWITZERLAND. THIS OFFICIAL STATEMENT WILL NOT BE REVIEWED NOR APPROVED BY A REVIEWING BODY FOR PROSPECTUSES (*PRÜFSTELLE*).

NONE OF THIS OFFICIAL STATEMENT OR ANY OTHER OFFERING OR MARKETING MATERIAL RELATING TO THE OFFERING, THE ISSUER OR THE BONDS HAVE BEEN OR WILL BE FILED WITH OR APPROVED BY ANY SWISS REGULATORY AUTHORITY. IN PARTICULAR, THIS OFFICIAL STATEMENT WILL NOT BE FILED WITH, AND THE OFFER OF THE BONDS WILL NOT BE SUPERVISED BY, THE SWISS FINANCIAL MARKET SUPERVISORY AUTHORITY (“**FINMA**”), AND THE OFFER OF BONDS HAS NOT BEEN AND WILL NOT BE AUTHORIZED UNDER THE SWISS FEDERAL ACT ON COLLECTIVE INVESTMENT SCHEMES (“**CISA**”). ACCORDINGLY, INVESTORS DO NOT HAVE THE BENEFIT OF THE SPECIFIC INVESTOR PROTECTION PROVIDED UNDER THE CISA.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE INVESTMENT ADVICE. IT MAY ONLY BE USED BY THOSE PERSONS TO WHOM IT HAS BEEN HANDED OUT IN CONNECTION WITH THE BONDS AND MAY NEITHER BE COPIED NOR DIRECTLY OR INDIRECTLY DISTRIBUTED OR MADE AVAILABLE TO OTHER PERSONS.

NOTICE TO PROSPECTIVE INVESTORS IN HONG KONG

THE CONTENTS OF THIS OFFICIAL STATEMENT HAVE NOT BEEN REVIEWED BY ANY REGULATORY AUTHORITY IN HONG KONG. YOU ARE ADVISED TO EXERCISE CAUTION IN RELATION TO THE BONDS. IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS OFFICIAL STATEMENT, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE.

THIS OFFICIAL STATEMENT HAS NOT BEEN OR WILL NOT BE REGISTERED AS A PROSPECTUS (AS DEFINED IN THE COMPANIES (WINDING UP AND MISCELLANEOUS PROVISIONS) ORDINANCE (CAP. 32) OF HONG KONG (“**C(WUMP)O**”)) IN HONG KONG NOR HAS IT BEEN APPROVED BY THE SECURITIES AND FUTURES COMMISSION OF HONG KONG PURSUANT TO THE SECURITIES AND FUTURES ORDINANCE (CAP. 571) OF HONG KONG (“**SFO**”).

ACCORDINGLY: (I) THE BONDS MAY NOT BE OFFERED OR SOLD IN HONG KONG BY MEANS OF ANY DOCUMENT, OTHER THAN (A) TO “PROFESSIONAL INVESTORS” AS DEFINED IN THE SFO AND ANY RULES MADE UNDER THE SFO, OR (B) IN OTHER CIRCUMSTANCES WHICH DO NOT RESULT IN THE DOCUMENT BEING A “PROSPECTUS” AS DEFINED IN THE C(WUMP)O OR WHICH DO NOT CONSTITUTE AN OFFER TO THE PUBLIC WITHIN THE MEANING OF THE C(WUMP)O; AND (II) NO PERSON MAY ISSUE OR HAVE IN ITS POSSESSION FOR THE PURPOSES OF ISSUE, WHETHER IN HONG KONG OR ELSEWHERE, ANY ADVERTISEMENT, INVITATION OR DOCUMENT RELATING TO THE BONDS, WHICH IS DIRECTED AT, OR THE CONTENTS OF WHICH ARE LIKELY TO BE ACCESSED OR READ BY, THE PUBLIC OF HONG KONG (EXCEPT IF PERMITTED TO DO SO UNDER THE SECURITIES LAWS OF HONG KONG) OTHER THAN WITH RESPECT TO BONDS WHICH ARE OR ARE INTENDED TO BE DISPOSED OF ONLY TO PERSONS OUTSIDE HONG KONG OR ONLY TO “PROFESSIONAL INVESTORS” AS DEFINED IN THE SFO AND ANY RULES MADE UNDER THE SFO.

NOTICE TO PROSPECTIVE INVESTORS IN JAPAN

THE BONDS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE FINANCIAL INSTRUMENTS AND EXCHANGE ACT OF JAPAN (ACT NO. 25 OF 1948, AS AMENDED, THE

“FIEA”). NEITHER THE BONDS NOR ANY INTEREST THEREIN MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN JAPAN OR TO, OR FOR THE BENEFIT OF, ANY RESIDENT OF JAPAN (AS DEFINED UNDER ITEM 5, PARAGRAPH 1, ARTICLE 6 OF THE FOREIGN EXCHANGE AND FOREIGN TRADE ACT (ACT NO. 228 OF 1949, AS AMENDED)), OR TO OTHERS FOR RE-OFFERING OR RESALE, DIRECTLY OR INDIRECTLY, IN JAPAN OR TO, OR FOR THE BENEFIT OF, ANY RESIDENT OF JAPAN, EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF, AND OTHERWISE IN COMPLIANCE WITH, THE FIEA AND ANY OTHER APPLICABLE LAWS, REGULATIONS AND MINISTERIAL GUIDELINES OF JAPAN.

THE PRIMARY OFFERING OF THE BONDS AND THE SOLICITATION OF AN OFFER FOR ACQUISITION THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER PARAGRAPH 1, ARTICLE 4 OF THE FIEA. AS IT IS A PRIMARY OFFERING, IN JAPAN, THE BONDS MAY ONLY BE OFFERED, SOLD, RESOLD OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY TO, OR FOR THE BENEFIT OF CERTAIN QUALIFIED INSTITUTIONAL INVESTORS AS DEFINED IN THE FIEA (“QIIS”) IN RELIANCE ON THE QIIS-ONLY PRIVATE PLACEMENT EXEMPTION AS SET FORTH IN ITEM 2(I), PARAGRAPH 3, ARTICLE 2 OF THE FIEA. A QII WHO PURCHASED OR OTHERWISE OBTAINED THE BONDS CANNOT RESELL OR OTHERWISE TRANSFER THE BONDS IN JAPAN TO ANY PERSON EXCEPT ANOTHER QII.

NOTICE TO PROSPECTIVE INVESTORS IN TAIWAN

THE OFFER OF THE BONDS HAS NOT BEEN AND WILL NOT BE REGISTERED OR FILED WITH, OR APPROVED BY, THE FINANCIAL SUPERVISORY COMMISSION OF TAIWAN AND/OR OTHER REGULATORY AUTHORITY OF TAIWAN PURSUANT TO RELEVANT SECURITIES LAWS AND REGULATIONS, AND THE BONDS MAY NOT BE OFFERED, ISSUED OR SOLD IN TAIWAN THROUGH A PUBLIC OFFERING OR IN CIRCUMSTANCES WHICH CONSTITUTE AN OFFER WITHIN THE MEANING OF THE SECURITIES AND EXCHANGE ACT OF TAIWAN THAT REQUIRES THE REGISTRATION OR FILING WITH OR APPROVAL OF THE FINANCIAL SUPERVISORY COMMISSION OF TAIWAN. THE BONDS MAY BE MADE AVAILABLE OUTSIDE TAIWAN FOR PURCHASE BY INVESTORS RESIDING IN TAIWAN (EITHER DIRECTLY OR THROUGH PROPERLY LICENSED TAIWAN INTERMEDIARIES), BUT MAY NOT BE OFFERED OR SOLD IN TAIWAN EXCEPT TO QUALIFIED INVESTORS VIA A TAIWAN LICENSED INTERMEDIARY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS AND REGULATIONS. ANY SUBSCRIPTIONS OF BONDS SHALL ONLY BECOME EFFECTIVE UPON ACCEPTANCE BY THE ISSUER OR THE RELEVANT DEALER OUTSIDE TAIWAN AND SHALL BE DEEMED A CONTRACT ENTERED INTO IN THE JURISDICTION OF INCORPORATION OF THE ISSUER OR RELEVANT DEALER, AS THE CASE MAY BE, UNLESS OTHERWISE SPECIFIED IN THE SUBSCRIPTION DOCUMENTS RELATING TO THE BONDS SIGNED BY THE INVESTORS.

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OFFICIAL STATEMENT

Alameda Corridor Transportation Authority

\$ _____*	\$ _____*
Tax-Exempt Senior Lien	Taxable Senior Lien Revenue
Revenue Refunding Bonds	Refunding Bonds
Series 2022A	Series 2022B
\$ _____* Capital Appreciation Bonds	\$ _____* Capital Appreciation Bonds
\$ _____* Current Interest Bonds	\$ _____* Current Interest Bonds
\$ _____* Convertible Capital Appreciation Bonds	\$ _____* Convertible Capital Appreciation Bonds
\$ _____*	
Tax-Exempt Second Subordinate Lien Revenue	
Refunding Bonds	
Series 2022C	
\$ _____* Capital Appreciation Bonds	
\$ _____* Current Interest Bonds	
\$ _____* Convertible Capital Appreciation Bonds	

INTRODUCTION

This Official Statement, which includes the cover page, inside cover pages, table of contents and appendices, is furnished: (a) in connection with the Invitation to Tender or Exchange Bonds, dated [June 17], 2022 (the “Invitation”) of the Alameda Corridor Transportation Authority (the “Authority”) inviting the holders of certain Outstanding Bonds (as defined herein) of the Authority which are designated under the caption “PLAN OF FINANCE” to tender such Bonds for purchase by the Authority or to exchange such Bonds, subject to the terms of the Invitation, a copy of which is posted to the Municipal Securities Rulemaking Board (“MSRB”) through its EMMA system; and (b) to provide information concerning the proposed issuance by the Authority of (i) \$ _____* aggregate principal amount of its Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”), consisting of the following Series 2022A Bonds: \$ _____* principal amount of Series 2022A Capital Appreciation Bonds (the “Series 2022A Capital Appreciation Bonds”), \$ _____* principal amount of Series 2022A Current Interest Bonds (the “Series 2022A Current Interest Bonds”) and \$ _____* principal amount of Series 2022A Convertible Capital Appreciation Bonds (the “Series 2022A Convertible Capital Appreciation Bonds”); (ii) \$ _____* aggregate principal amount of Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”) consisting of the following Series 2022B Bonds: \$ _____* principal amount of Series 2022B Capital Appreciation Bonds (the “Series 2022B Capital Appreciation Bonds”), \$ _____* principal amount of Series 2022B Current Interest Bonds (the “Series 2022B Current Interest Bonds”) and \$ _____* principal amount of Series 2022B Convertible Capital Appreciation Bonds (the “Series 2022B Convertible Capital Appreciation Bonds”); and \$ _____* aggregate principal amount of Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”) consisting of the following Series 2022C Bonds: \$ _____* principal amount of Series 2022C Capital Appreciation Bonds (the “Series 2022C Capital Appreciation Bonds”), \$ _____* principal amount of Series 2022C Current Interest Bonds (the “Series 2022C Current Interest Bonds”) and \$ _____* principal amount of Series 2022C Convertible Capital Appreciation Bonds (the “Series 2022C Convertible Capital Appreciation Bonds”). The Series 2022A Bonds, the Series 2022B Bonds and the Series 2022C Bonds are collectively referred to as the “Series 2022 Bonds.”

The Series 2022A Bonds, the Series 2022B Bonds, the Authority’s Outstanding Senior Lien Bonds and any additional Senior Lien Bonds issued on a parity therewith are referred to in this Official Statement as “Senior Lien Bonds.” The Series 2022C Bonds, the Authority’s Outstanding Second Subordinate Lien Bonds and any additional Second Subordinate Lien Bonds issued on a parity therewith are referred to in this Official Statement as “Second Subordinate Lien Bonds.” The Outstanding Senior Lien Bonds, First Subordinate Lien Bonds and Second Subordinate Lien Bonds, together with the Series 2022 Bonds and any Senior Lien Bonds,

* Preliminary, subject to change.

First Subordinate Lien Bonds and Second Subordinate Lien Bonds that may be issued in the future, are referred to in this Official Statement as the “Bonds.” See “THE AUTHORITY’S OUTSTANDING BONDS” and “PLAN OF FINANCE.”

As of April 1, 2022, the Authority had approximately \$999,247,410 aggregate principal or accreted value of Outstanding Senior Lien Bonds, approximately \$499,119,057 aggregate principal or accreted value of Outstanding First Subordinate Lien Bonds, and approximately \$556,860,000 aggregate principal or accreted value of Outstanding Second Subordinate Lien Bonds. The amount of Senior Lien Bonds, First Subordinate Lien Bonds and Second Subordinate Lien Bonds that will be Outstanding following the issuance of the Series 2022 Bonds will depend on the extent to which holders of the Target Bonds (as defined herein) elect to tender or exchange such Outstanding Bonds to the Authority. See “PLAN OF FINANCE – Offer to Tender or Exchange Certain Outstanding Bonds; Refunding of the Tendered Bonds.”

Capitalized terms used in this Official Statement but not otherwise defined herein are defined in the Indenture or in the Operating Agreement described below. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—Definitions” and “—USE AND OPERATING AGREEMENT—Certain Definitions” in Appendix E.

The Authority

The Authority is a joint exercise of powers authority created by the City of Long Beach, California and the City of Los Angeles, California (collectively, the “Cities”) pursuant to the Joint Exercise of Powers Act, California Government Code Section 6500 and following (as it may be amended and supplemented, the “Act”), and organized under an Amended and Restated Joint Exercise of Powers Agreement, dated as of December 18, 1996, as amended (the “Joint Powers Agreement”), between the Cities. The Authority was created primarily for the purpose of acquiring, constructing, financing and operating a consolidated transportation corridor, which includes the Rail Corridor, as described below. For additional information regarding the Authority, see “THE AUTHORITY” in Appendix A.

The Ports, the Railroads and the Rail Corridor

In 1998, the Authority entered into the Alameda Corridor Use and Operating Agreement, dated as of October 12, 1998 (as amended as of July 5, 2006, the “Original Agreement”), with the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles” or “POLA”), the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” or “POLB” and together with POLA, the “Ports”), Union Pacific Railroad Company (“Union Pacific”) and BNSF Railway Company, formerly known as The Burlington Northern and Santa Fe Railway Company (“BNSF” and, together with Union Pacific, the “Railroads”) to provide for, among other things, the design, construction, operation, repair and maintenance of the Rail Corridor and related projects (collectively, the “Project”) and certain other matters, such as the provision of dispatching and security services. The Original Agreement was amended and restated in 2016; the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (as the same may be amended or supplemented, the “Operating Agreement”).

The “Rail Corridor” consists of an approximately 20-mile long, multiple-track rail system that links the rail yards and tracks at the Ports’ facilities with the transcontinental rail routes near downtown Los Angeles and includes certain bridges, underpasses, overpasses, roadways and related street improvements. The construction of the Rail Corridor, which began operations in 2002, consolidated freight rail traffic from approximately 90 miles of pre-existing rail lines onto an integrated system separated from non-rail traffic. See “THE RAIL CORRIDOR AND RELATED PROJECTS” in Appendix A.

Revenues from the Rail Corridor

Pursuant to the Operating Agreement, the Railroads are required to pay M & O Charges to the Authority for the cost of operating, maintaining and repairing the Rail Corridor, and Use Fees and Container Charges in connection with the use of the Rail Corridor and the movement of Waterborne Containers (which are containers that are loaded onto or discharged from a vessel or barge at the Ports) that originate or terminate at the Ports and are transported by rail into or out of Southern California and in connection with Non-

Waterborne Containers that originate or terminate at the Ports. The Use Fees and Container Charges are used to pay Project costs and other expenses and fund, maintain and replenish the reserves relating to the Project and use and operation of the Rail Corridor.

Shortfall Advances and Other Port Advances

In the event the amount of Use Fees and Container Charges collected is not sufficient to pay certain of the Authority's obligations in any year, including interest and principal or debt service then due on the Bonds, certain financing fees and deposits to any debt service reserve account (as more particularly described in the Operating Agreement, the "Annual Amount"), the Operating Agreement obligates each Port, severally and not jointly, to pay Shortfall Advances to cover up to 20% of the Annual Amount. The Ports may also voluntarily advance funds (each, a "Port Advance") in excess of the Shortfall Advances to cover all or a portion of the Annual Amount or the Authority's reasonable expenses for, among other things, the ongoing administration of the Authority's financings and refinancings, administration of contracts for the Rail Corridor and other administrative duties related to the Rail Corridor. See "AUTHORITY REVENUES—Shortfall Advances," "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "BONDHOLDERS' RISKS – Shortfall Advances Are Limited Subordinate Obligations of the Ports."

Plan of Finance*

Internal Financial Model; Anticipated Shortfalls; Invitation

The Authority has developed a financial model (the "Internal Financial Model") to demonstrate potential future outcomes, provide estimated debt service coverage levels for the Authority's Outstanding Bonds and to estimate the likelihood and degree of any future Shortfall Advances. Based on the Authority's historical and current revenue trends, and other assumptions and considerations, the Authority anticipates future debt service coverage shortfalls and a need for future Shortfall Advances, as described below.

Over the past two years, the Authority's revenue have been impacted by the COVID-19 pandemic and the subsequent supply chain issues and the TEU diversion from rail to truck. Due in part to these issues, the Authority experienced a decrease in revenues in mid-fiscal year 2022 as compared with the historically high revenues experienced in fiscal year 2021. As further described in "AUTHORITY REVENUES – Forecast Port Cargo Throughput and Estimated Authority Revenues"; "Recent Impacts of COVID-19 Related Issues on Use Fees and Container Charges"; "- Future Estimated Authority Revenues and Debt Service Coverage"; and "AUTHORITY REVENUES" in Appendix A, the Authority anticipates that revenues will continue to decline through fiscal year 2023 and that cargo throughput at the Ports will gradually reach pre-COVID-19 pandemic levels over a five-year period ending in fiscal year 2027.

In order to address the anticipated debt service shortfalls and potentially reduce the frequency and amount of future Shortfall Advances, the Authority has developed a Plan of Finance designed to accomplish two goals: (i) first, to eliminate all of the anticipated Shortfall Advances through and including fiscal year 2026; and (ii) second, to provide additional Shortfall Advance relief after fiscal year 2026 should it prove practicable and beneficial to the Authority through the combination of the Invitation and refunding components of the Plan of Finance for the Series 2022 Bonds. See "PLAN OF FINANCE" and "AUTHORITY REVENUES - Future Estimated Authority Revenues and Debt Service Coverage."

As further described in this Official Statement, pursuant to the Invitation, the Authority intends to invite Bondholders (as defined herein) of the Target Bonds (as defined herein) to tender certain of such Bonds for purchase for cash consideration or, for certain Bondholders, to tender certain of such Bonds for consideration in the form of exchanged Bonds. See "PLAN OF FINANCE – Offer to Tender or Exchange Certain Outstanding Bonds; Refunding of the Tendered Bonds."

A portion of the proceeds to be received from the sale of the Series 2022 Bonds are to be applied, among other purposes, to purchase certain Target Bonds as the holders of those bonds elect to tender to the

* Preliminary, subject to change.

Authority. The issuance of the Series 2022C Bonds is dependent on the results of the Invitation as described in this Official Statement.

The Authority also expects to issue in calendar year 2023, its Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds”) which are anticipated to be delivered on a forward delivery basis for, among other things, the purpose of defeasing all of the remaining Series 2013A Bonds, not tendered or defeased with the proceeds of the Series 2022A Bonds. The Series 2023A Bonds are not being offered pursuant to this Official Statement and the Series 2023A Bonds, if issued, are separate and independent issues. The issuance of the Series 2022 Bonds is not dependent on the issuance of the Series 2023A Bonds, and vice versa; provided, however, that if all of the Series 2013A Bonds are tendered or exchanged pursuant to the Invitation, the Authority does not expect to issue the Series 2023A Bonds.

There can be no assurance that any of the Authority’s financial estimates, goals, and expectations will be realized, that any assumptions will occur or be met, or that the implementation of the Plan of Finance will be effective to eliminate or reduce the need for any Shortfall Advances, either in the near term through fiscal year 2026, or in the longer term after fiscal year 2026. See BONDHOLDERS’ RISKS – Uncertainties of Projections, Assumptions and Forward-Looking Statements.”

The Series 2022 Bonds

The Series 2022A Bonds are being issued (i) to defease the Authority’s Outstanding Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A (the “Series 2013A Bonds”) maturing on October 1, 2022 to their maturity; (ii) to pay the purchase price to all holders of the Authority’s Outstanding Series 2013A Bonds (other than those maturing on October 1, 2022) who elect to tender such Series 2013A Bonds to the Authority (the “Tendered 2013A Bonds”) and for which the Authority accepts such tender; (iii) in exchange for all of the Series 2013A Bonds (other than those maturing on October 1, 2022) that the qualified holders of such Series 2013A Bonds elect to exchange with the Authority; (iv) to pay the purchase price to all holders of the Authority’s Outstanding Tax-Exempt Senior Lien Revenue Bonds, Series 1999A (the “Series 1999A Bonds”) who elect to tender such Series 1999A Bonds to the Authority (the “Tendered 1999A Bonds”) and for which the Authority accepts such tender; (v) in exchange for all of the Series 1999A Bonds that the qualified holders of such Series 1999A Bonds elect to exchange with the Authority; (vi) to fund a deposit to the debt service reserve account for the Series 2022A Bonds and to purchase a debt service reserve fund surety policy for the Series 2022A Bonds, if applicable; (vii) to purchase a municipal bond insurance policy for a portion of the Series 2022A Bonds, if applicable; and (viii) to pay costs of issuing the Series 2022A Bonds, including costs of the associated tender and exchange.

The Series 2022B Bonds are being issued (i) to defease the Authority’s Outstanding Taxable Senior Lien Revenue Bonds, Series 1999C (the “Series 1999C Bonds”) maturing on October 1, 2022 to their maturity and a portion of Series 1999C Bonds maturing on October 1, 2029 to their October 1, 2023, 2024, and 2025 sinking fund redemption dates; (ii) to pay the purchase price to all holders of the Authority’s Outstanding Series 1999C Bonds (other than those maturing on October 1, 2022) who elect to tender such Series 1999C Bonds to the Authority (the “Tendered 1999C Bonds”) and for which the Authority accepts such tender; (iii) in exchange for all of the Series 1999C Bonds (other than those maturing on October 1, 2022) that the qualified holders of such Series 1999C Bonds elect to exchange with the Authority; (iv) to fund a deposit to the debt service reserve account for the Series 2022B Bonds and to purchase a debt service reserve fund surety policy for the Series 2022B Bonds, if applicable; (v) to purchase a municipal bond insurance policy for a portion of the Series 2022B Bonds, if applicable; and (vi) to pay costs of issuing the Series 2022B Bonds, including costs of the associated tender and exchange.

The Series 2022C Bonds are being issued (i) to pay the purchase price to all holders of the Authority’s Outstanding Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B (the “Series 2016B Bonds”), who elect to tender such Series 2016B Bonds to the Authority (the “Tendered 2016B Bonds”) and for which the Authority accepts such tender; (ii) in exchange for all of the Series 2016B Bonds that the qualified holders of such Series 2016B Bonds elect to exchange with the Authority; (iii) to fund a deposit to the debt service reserve account for the Series 2022C Bonds and to purchase a debt service reserve fund surety

policy for the Series 2022C Bonds, if applicable; (iv) to purchase a municipal bond insurance policy for a portion of the Series 2022C Bonds, if applicable; and (v) to pay costs of issuing the Series 2022C Bonds, including costs of the associated tender and exchange.

The Outstanding Series 1999A Bonds, the Outstanding Series 1999C Bonds, the Outstanding Series 2013A Bonds (other than those maturing on October 1, 2022) and the Outstanding Series 2016B Bonds are sometimes collectively referred to as the “Target Bonds.” The Tendered 1999A Bonds, the Tendered 1999C Bonds and the Tendered 2013A Bonds are sometimes collectively referred to as the “Tendered Senior Bonds”. The Tendered 2016B Bonds and the Tendered Senior Bonds are sometimes collectively referred to as the “Tendered Bonds.”

The issuance of the Series 2022C Bonds is dependent on the results of the Invitation as described herein. See “PLAN OF FINANCE.”

Authority for the Series 2022 Bonds

The Authority’s Outstanding Bonds were issued pursuant to the Act and pursuant to a Master Trust Indenture, dated as of January 1, 1999, as amended and supplemented (the “Master Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank National Association, as trustee (the “Trustee”). The Series 2022A Bonds are being issued pursuant to the Act and the Master Indenture, as supplemented and amended by a Twelfth Supplemental Trust Indenture, to be dated as of August 1, 2022, by and between the Authority and the Trustee. The Series 2022B Bonds are being issued pursuant to the Act and the Master Indenture, as supplemented and amended by a Thirteenth Supplemental Trust Indenture, to be dated as of August 1, 2022, by and between the Authority and the Trustee. The Series 2022C Bonds are being issued pursuant to the Act and the Master Indenture, as supplemented and amended by a Fourteenth Supplemental Trust Indenture, to be dated as of August 1, 2022, by and between the Authority and the Trustee. The Master Indenture, as previously amended and supplemented and as supplemented and amended by the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture, and the Fourteenth Supplemental Trust Indenture, is referred to in this Official Statement as the “Indenture.”

The issuance of the Series 2022 Bonds, the execution and delivery by the Authority of the Twelfth, Thirteenth, and Fourteenth Supplemental Trust Indentures and certain other matters related to the issuance of the Series 2022 Bonds, the refunding and defeasance of the applicable Series 1999C Bonds and the applicable Series 2013A Bonds, and the purchase of the Tendered Bonds were authorized by the Governing Board of the Authority (the “Governing Board”) pursuant to Resolution No. JPA-[22]-[___], adopted by the Governing Board on [___], 2022.

Security and Sources of Payment for the Bonds

The Bonds, including the Series 2022 Bonds, are special, limited obligations of the Authority and except as described herein are payable solely from and are secured solely by a lien on the Trust Estate, which consists primarily of Revenues. “Revenues” include, among other things, Use Fees, Container Charges and Shortfall Advances. The Bonds are not obligations of the State of California or any political subdivision of the State of California and are not obligations of any of the Cities, the Ports or the Railroads. The Project is not security for the Bonds, and the Bonds are not secured by a lien on any properties or improvements of the Authority, the Cities, the Ports or the Railroads or by a pledge of any revenues of the Cities, the Ports or the Railroads.

The Railroads and the Ports are obligated only to make certain payments required by the Operating Agreement and are not responsible for paying, and are not guaranteeing the payment of, the principal or accreted value of, premium, if any, or interest on the Bonds, including the Series 2022 Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations.”

The Indenture provides that the liens and security interests created thereby are a first and senior priority for the benefit of the owners of the Senior Lien Bonds, a second priority for the benefit of the owners of the First Subordinate Lien Bonds and a third priority for the benefit of the owners of the Second Subordinate Lien Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

When issued, the Series 2022A Bonds and the Series 2022B Bonds will be secured and payable on a parity with the Authority’s Outstanding Senior Lien Bonds and any Senior Lien Bonds that may be issued in the future in accordance with the Indenture. When issued, the Series 2022C Bonds will be secured and payable on a parity with the Authority’s Outstanding Second Subordinate Lien Bonds and any Second Subordinate Lien Bonds that may be issued in the future in accordance with the Indenture.

The Twelfth Supplemental Indenture provides that only the Series 2022A Bonds will be secured by and have a lien on the Series 2022A Debt Service Reserve Account within the Debt Service Reserve Fund. The Thirteenth Supplemental Indenture provides that only the Series 2022B Bonds will be secured by and have a lien on the Series 2022B Debt Service Reserve Account within the Debt Service Reserve Fund. The Fourteenth Supplemental Indenture provides that only the Series 2022C Bonds will be secured by and have a lien on the Series 2022C Debt Service Reserve Account within the Debt Service Reserve Fund. See “THE AUTHORITY’S OUTSTANDING BONDS” and “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Debt Service Reserve Accounts.

Series 2022 Bond Insurance Policy; Reserve Policy*

The scheduled payment of the principal of and interest on the Series 2022A Bonds maturing on October 1, ____ and bearing interest at ____%, October 1, ____ and bearing interest at ____% (collectively, the “Insured Series 2022A Bonds”) when due will be guaranteed under an insurance policy (the “Series 2022A Bond Insurance Policy”) to be issued by _____ (the “Series 2022A Bond Insurer”) simultaneously with the delivery of the Series 2022A Bonds. The Twelfth Supplemental Indenture includes certain covenants with, and rights of, the Series 2022A Bond Insurer.

The Authority is also obtaining from the Series 2022A Bond Insurer a municipal bond debt service reserve insurance policy (as further defined herein, the “Series 2022A Reserve Policy”) to satisfy the debt service reserve requirement for the Series 2022A Bonds.

The scheduled payment of the principal of and interest on the Series 2022B Bonds maturing on October 1, ____ and bearing interest at ____%, October 1, ____ and bearing interest at ____% (collectively, the “Insured Series 2022B Bonds”) when due will be guaranteed under an insurance policy (the “Series 2022B Bond Insurance Policy”) to be issued by _____ (the “Series 2022B Bond Insurer”) simultaneously with the delivery of the Series 2022B Bonds. The Thirteenth Supplemental Indenture includes certain covenants with, and rights of, the Series 2022B Bond Insurer.

The Authority is also obtaining from the Series 2022B Bond Insurer a municipal bond debt service reserve insurance policy (as further defined herein, the “Series 2022B Reserve Policy”) to satisfy the debt service reserve requirement for the Series 2022B Bonds.

The scheduled payment of the principal of and interest on the Series 2022C Bonds maturing on October 1, ____ and bearing interest at ____%, October 1, ____ and bearing interest at ____% (collectively, the “Insured Series 2022C Bonds”) when due will be guaranteed under an insurance policy (the “Series 2022C Bond Insurance Policy”) to be issued by _____ (the “Series 2022C Bond Insurer” and together with the Series 2022A Bond Insurer and the Series 2022B Bond Insurer, the “Series 2022 Bond Insurer(s)”) simultaneously with the delivery of the Series 2022C Bonds. The Fourteenth Supplemental Indenture includes certain covenants with, and rights of, the Series 2022C Bond Insurer.

The Authority is also obtaining from the Series 2022C Bond Insurer a municipal bond debt service reserve insurance policy (as further defined herein, the “Series 2022C Reserve Policy”) to satisfy the debt service reserve requirement for the Series 2022C Bonds.

* Preliminary, subject to change.

See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Rights of the Series 2022 Bond Insurer(s),” “-Debt Service Reserve Fund” and “THE SERIES 2022 BOND INSURER(S)” below and APPENDIX J – “SPECIMEN MUNICIPAL BOND INSURANCE POLICY.”

Bondholders’ Risks

There are important investment considerations and other risk factors associated with investment in the Series 2022 Bonds. See “BONDHOLDERS’ RISKS” for a discussion of some of these considerations and risks. Any one or more of the risks discussed, and others, could lead to a decrease in the market value and/or in the liquidity of the Series 2022 Bonds, notwithstanding, with respect to the Insured Series 2022A Bonds*, the Insured Series 2022B Bonds*, the Insured Series 2022C Bonds* (collectively, the “Insured Series 2022 Bonds”), the obligations of the Series 2022 Bond Insurer(s)* to pay scheduled debt service on the Insured Series 2022 Bonds* when due. **Potential purchasers of the Series 2022 Bonds are advised to review this entire Official Statement carefully.**

Continuing Disclosure

The Authority has covenanted for the benefit of the holders and beneficial owners of the Series 2022 Bonds to provide annually certain financial information and operating data and to provide notice of certain enumerated events. In connection with the Authority’s continuing disclosure obligations, each of the Ports has covenanted for the benefit of the holders and beneficial owners of the Series 2022 Bonds to provide the Authority with certain annual financial information and operating data and to provide notice of certain enumerated events relating to the Ports. See “CONTINUING DISCLOSURE” below and the form of the Continuing Disclosure Certificate in Appendix H.

Separately, BNSF has covenanted in a continuing disclosure agreement that if BNSF is no longer subject to the information filing requirements of Section 13 or 15 of the federal Securities Exchange Act of 1934, as amended (the “Exchange Act”), and Union Pacific also has covenanted that if neither Union Pacific nor its parent, Union Pacific Corporation, is subject to the information filing requirements of Section 13 or 15 of the Exchange Act, BNSF or Union Pacific, as applicable, will provide certain financial information and operating data for the benefit of the holders and beneficial owners of the Series 2022 Bonds. See “CONTINUING DISCLOSURE” below and Appendix D.

Miscellaneous

Brief descriptions of the Series 2022 Bonds, the Authority, the Railroads, the Ports and the Rail Corridor, and summaries of the Indenture, the Operating Agreement, the Use Permit and certain other documents, are included in this Official Statement. Such summaries do not purport to be comprehensive or definitive. All references herein to such documents and to any other documents, statutes, reports or other instruments described herein are qualified in their entirety by reference to each such document, statute, report or other instrument. Copies of such documents are available from the Authority upon written request. See “MISCELLANEOUS.”

The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made with respect hereto shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority, the Ports, the Railroads or the Series 2022 Bond Insurer(s)* since the date hereof.

This Official Statement is not to be construed as a contract or agreement between the Authority and purchasers or owners of any of the Series 2022 Bonds.

* Preliminary, subject to change.

THE AUTHORITY'S OUTSTANDING BONDS

The following table lists the aggregate principal amount of Senior Lien Bonds, First Subordinate Lien Bonds and Second Subordinate Lien Bonds originally issued by the Authority and the aggregate principal amounts or accreted values of Bonds Outstanding under the Indenture as of April 1, 2022.

TABLE 1
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
OUTSTANDING SENIOR LIEN, FIRST SUBORDINATE LIEN AND
SECOND SUBORDINATE LIEN BONDS
 (as of April 1, 2022)

Series	Lien	Interest Convention	Tax Status	Final Maturity (October 1)	Original Principal Amount Issued ⁽¹⁾	Principal/ Accreted Value Outstanding
1999A	Senior	Capital Appreciation	Tax-Exempt	2037	\$ 50,453,617	\$ 167,860,176 ⁽²⁾
1999C	Senior	Current Interest	Taxable	2029	430,155,000	300,480,000
1999C	Senior	Capital Appreciation	Taxable	2037	67,298,396	246,192,234 ⁽²⁾
2004A	First Subordinate	Capital Appreciation	Tax-Exempt	2030	200,300,101	99,704,495 ⁽²⁾
2004B	First Subordinate	Capital Appreciation	Taxable	2033	210,731,703	399,414,562 ⁽²⁾
2012 ⁽³⁾	Senior	Current Interest	Taxable	2035	83,710,000	83,710,000
2013 ⁽⁴⁾	Senior	Current Interest	Tax-Exempt	2029	248,325,000	201,005,000
2016A ⁽⁵⁾	First Subordinate	Current Interest	Tax-Exempt	2025	34,280,000	28,595,000
2016B ⁽⁵⁾	Second Subordinate	Capital Appreciation	Tax-Exempt	2037	556,860,000	556,860,000
Total					\$1,882,113,816	\$2,083,821,467

⁽¹⁾ Capital Appreciation Bonds listed at original principal amount, rounded to the nearest dollar.

⁽²⁾ Capital Appreciation Bonds listed at accreted value as of April 1, 2022, rounded to the nearest dollar.

⁽³⁾ The Series 2012 Senior Lien Bonds are refunding Bonds purchased by the U.S. Department of Transportation, acting through the Federal Railroad Administration. The Series 2012 Bonds refunded a portion of the Authority's Series 1999A Bonds that were current interest bonds.

⁽⁴⁾ The Series 2013 Senior Lien Bonds were issued to refund the Authority's remaining Series 1999A Senior Lien Bonds that were current interest bonds.

⁽⁵⁾ The Series 2016A First Subordinate Lien Bonds and the Series 2016B Second Subordinate Lien Bonds were issued to advance refund a portion of the 2004A Bonds maturing in 2016 through 2025.

Source: The Authority.

For a description of each series of the Authority's Outstanding Bonds, see "THE AUTHORITY'S OUTSTANDING BONDS" in Appendix A.

PLAN OF FINANCE*

Prior Restructuring Program

Over the last decade, the Authority has taken efforts to restructure its debt in order to reduce its annual debt service costs in certain years. Refinancing the \$400 million loan that the Authority received from the U.S. Department of Transportation, Federal Highway Administration (the "1999 Federal Loan") in May 2004 was among the first steps the Authority took to reduce its debt service costs. In 2011, the Authority applied approximately \$24.295 million of unexpended Series 1999A Bond Construction Fund proceeds to retire a portion of the Outstanding Series 1999A Bonds, and in June 2012, the Authority issued \$83,710,000 aggregate principal amount of its Taxable Senior Lien Revenue Refunding Bonds, Series 2012 (the "Series 2012 Senior Lien Bonds") to refund \$83.71 million of the Outstanding Series 1999A Bonds. In February 2013, the Authority issued the Series 2013A Bonds to refund \$288.95 million of Outstanding Series 1999A Bonds. In May 2016, the Authority issued \$34,280,000 aggregate principal amount of its Tax-Exempt Subordinate Lien Revenue Refunding Bonds, Series 2016A (the "Series 2016A Bonds") and \$556,860,000 aggregate principal

* Preliminary, subject to change.

amount of its Tax Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B (the “Series 2016B Bonds” and together with the Series 2016A Bonds, the “Series 2016 Bonds”) to refund \$647.8 million of Outstanding Tax-Exempt Subordinate Lien Revenue Bonds, Series 2004A Bonds (the “Series 2004A Bonds”). For a description of each series of the Authority’s Outstanding Bonds, see “THE AUTHORITY’S OUTSTANDING BONDS” in Appendix A.

The Authority intends to continue monitoring its Outstanding Bonds for additional opportunities to better align debt service on the Bonds with estimated future Revenues and to potentially reduce the frequency and/or the amount of future Shortfall Advances, if necessary, through future refundings of Bonds and/or through open market purchases of its Bonds and intends to continue its other efforts to minimize costs.

Projected Shortfalls Prior to Implementation of Plan of Finance Using Internal Financial Model

Notwithstanding the prior restructuring efforts described above, the Authority anticipates debt service coverage shortfalls and a need for Shortfall Advances in the future. The Authority has developed the Internal Financial Model to demonstrate potential future outcomes, provide estimated coverage levels for the Authority’s Senior Bonds, First Subordinate Bonds and Second Subordinate Bonds and, also estimate the likelihood and degree of any Shortfall Advances on both a fiscal year and a Bond Year (as defined in Appendix E) basis. The Internal Financial Model is also used in the development of strategies to eliminate or minimize the need for Shortfall Advances, should they be projected.

The Internal Financial Model uses three key elements to estimate Revenues and potential future outcomes, including debt service coverage and shortfalls: (i) historical performance and growth trends in loaded TEUs at each of the Ports; (ii) the Authority’s estimated Capture Rate (defined below); and (iii) the Authority’s estimated future CPI growth in fee rates. Based on these key assumptions, the Authority has developed its “Base Case” for future revenue projections. For a discussion regarding the Authority’s historical cargo throughput and Revenue collections, see Appendix A, Tables 8 and 9.

As discussed under the header “AUTHORITY REVENUES - Recent Impacts of COVID-19 Related Issues on Use Fees and Container Charges” in Appendix A, the diversion of cargo from rail to truck experienced in fiscal year 2022 was due to unusual circumstances caused and contributed to by the COVID-19 pandemic and subsequent supply chain disruptions and diversion of TEUs from rail to truck that began in mid-2020. This diversion contributed to a lower percentage of Port loaded TEU’s subject to the Authority’s Port loaded TEU rate in effect (the “Capture Rate”) coming through the Ports in the first two quarters of fiscal year 2022.

Given the unique circumstances arising from the COVID-19 pandemic and the anticipated time to recover from these impacts, the results of the Internal Financial Model shown in Table 2 below includes two distinct “Base Case” periods. The first Base Case reflects the near-term estimates for revenue performance based on the current supply chain environment and the second Base Case reflects Authority’s estimate for the longer term, aligning with historical levels of Port loaded TEUs and the Authority’s historic Capture Rate. The first Base Case period reflects fiscal years 2022-2023 with respect to assumptions relating to Port loaded TEU growth and CPI and fiscal years 2022-2027 with respect to the Capture Rate. The second Base Case period reflects those periods from and after fiscal year 2024 with respect to assumptions relating to Port loaded TEU growth and CPI and from and after fiscal year 2028 with respect to the Capture Rate.

The average assumptions for the estimated Base Case periods through fiscal year 2062 are outlined below:

<u>Averages – Base Case</u>	<u>Fiscal Years 2022-2023</u>	<u>From and After Fiscal Year 2024</u>
Port Loaded TEU Growth:	-2.5%	2.4%
CPI for annual adjustment of Use Fees and Container Charges	4.2%	2.5%

	Fiscal Years 2022-2027	From and After Fiscal Year 2028
Loaded TEU Capture Rate	26.9% ⁽¹⁾	30.0%

⁽¹⁾ Reflects the average of the estimated range of 24.0% - 30.0% in fiscal years 2022-2027.

Table 2 below sets forth estimated future Use Fees and Container Charges and debt service coverage on the Bonds, including the Series 2022 Bonds, from Use Fees, Container Charges and Contingent Port Obligations (collectively, “Total Dedicated Revenues”) based upon the Base Case scenario for fiscal years ending June 30, 2022 through 2038. Notwithstanding the recent COVID-19 related impacts on Port loaded TEU levels and Port loaded TEU Capture Rate, the Authority forecasts debt service coverage shortfalls and a need for future Shortfall Advances. No assurance can be given that the projections in Table 2 will occur or that the underlying assumptions for the hypothetical Port loaded TEU growth and financial results on which the projections are based will be realized. See BONDHOLDERS’ RISKS – Uncertainties of Projections, Assumptions and Forward-Looking Statements; - Uncertainties of Cargo Volumes; -COVID-19 Pandemic Issues and Impacts; - Port Congestion/Supply Chain Issues.”

The estimated future Use Fees and Container Charges shown in Table 2 below are based on the Authority’s actual TEU throughput volumes for calendar year 2021, [for the first [four] months of calendar year 2022] and Authority projections based on assumptions for Port loaded TEU growth, CPI for all Urban Consumers, Los Angeles Area-(all items) and the Capture Rate. Debt Service requirements on the Bonds and Contingent Port Obligations shown in Table 2 are based on the Authority’s debts as outstanding as of the date of this Official Statement.

Table 2 also reflects the following assumptions and adjustments: (i) that Debt Service Reserve Account releases are made and transferred to pay debt service as Outstanding Bonds mature; (ii) that an assumed annual increase of the applicable CPI is applied to the Use Fees and Container Charges [and that Operating Expenses grow at 2% annually]; (iii) in Table 11, shown in Appendix A, that the cargo growth rates are the Authority’s assumptions for loaded TEU growth rates for the estimated Base Case scenario; (iv) that (A) that additional Shortfall Advances will be incurred beginning in fiscal year 2022 and the Surcharge (as defined herein) remains in place; [(v) that after the issuance of the Series 2022 Bonds and the Series 2023A Bonds, no other refunding Bonds are assumed to be issued and no other tender/purchase programs are completed;] (vii) that excess Revenues are not utilized to redeem Bonds early after the Ports are repaid in full; and (viii) that for purposes of estimating Shortfall Advances, debt service payments are funded monthly for Senior Lien Bonds and up to five days prior to the debt service payment date for First Subordinate Lien Bonds and Second Subordinate Lien Bonds.

There can be no assurance that any of the Authority’s financial estimates and expectations will be realized, that any current trends relating to cargo volume, type, source and destination will continue in line with current trends or that any of the assumptions, estimates or projections will be attained. See BONDHOLDERS’ RISKS – Uncertainties of Projections, Assumptions and Forward-Looking Statements.”

Table 2 below does not reflect the implementation of any portion of the Plan of Finance.

**TABLE 2
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
DEBT SERVICE COVERAGE TABLE
(EXPECTED BASE CASE)**

Fiscal Year Ending	Use Fees and Container Charges ⁽¹⁾⁽²⁾ [A]	Contingent Port Obligations ⁽³⁾⁽⁴⁾ [B]	Total Dedicated Revenues [A]+[B]=[C]	Senior Lien Bonds Debt Service [D]	Debt Service Coverage for Senior Lien Bonds ⁽⁵⁾		First Subordinate Lien Bonds Debt Service ⁽⁴⁾ [F]	Debt Service Coverage for Senior Lien Bonds and First Subordinate Lien Bonds ⁽⁴⁾⁽⁵⁾⁽⁶⁾		Total Debt Service ⁽⁴⁾ [D]+[F]+[H]=[I]	Debt Service Coverage for All Bonds ⁽⁴⁾⁽⁵⁾⁽⁶⁾ [C]/[I]=[J]	Financing Fees ⁽⁷⁾ [K]	Projected Shortfall Advances ⁽⁸⁾ [A]-[I]-[K]=[L]
					[C]/[D]=[E]	[C]/([D]+[F])=[G]		[H]					
2022 ⁽⁹⁾	\$95,813,562	\$47,052,930	\$182,917,706	\$83,109,646	2.20x	\$7,179,000	2.01x	\$26,174,250	\$116,462,896	1.56x	\$1,169,430	-	
2023	\$85,729,562	\$49,301,506	\$135,031,068	\$83,947,146	1.61x	\$11,939,550	1.40x	\$26,174,250	\$122,060,946	1.10x	\$1,192,818	(\$37,524,202)	
2024	\$94,488,743	\$50,862,914	\$145,351,657	\$94,081,462	1.54x	\$5,684,900	1.44x	\$26,174,250	\$125,940,612	1.15x	\$1,216,674	(\$32,668,543)	
2025	\$103,907,515	\$51,273,719	\$155,181,234	\$94,024,539	1.65x	\$6,744,500	1.53x	\$26,174,250	\$126,943,289	1.21x	\$1,241,009	(\$24,276,783)	
2026	\$114,037,773	\$51,252,905	\$165,290,678	\$93,968,183	1.76x	\$3,166,311	1.69x	\$26,174,250	\$123,308,744	1.33x	\$1,265,829	(\$10,536,800)	
2027	\$124,927,417	\$88,839,979	\$213,767,396	\$93,959,553	2.28x	\$100,675,000	1.09x	\$26,174,250	\$220,808,803	0.96x	\$1,291,144	(\$97,172,531)	
2028	\$134,387,577	\$88,824,003	\$223,211,580	\$93,893,789	2.38x	\$100,675,000	1.14x	\$26,174,250	\$220,743,039	1.01x	\$1,316,968	(\$87,672,429)	
2029	\$141,190,948	\$88,796,604	\$229,987,552	\$93,803,952	2.45x	\$100,670,000	1.18x	\$26,174,250	\$220,648,202	1.04x	\$1,343,307	(\$80,800,561)	
2030	\$148,338,740	\$88,775,726	\$237,114,466	\$93,719,890	2.53x	\$100,675,000	1.21x	\$26,174,250	\$220,569,140	1.07x	\$1,370,174	(\$73,600,574)	
2031	\$155,848,389	\$91,908,127	\$247,756,516	\$101,533,490	2.44x	\$67,174,067	1.46x	\$26,174,250	\$194,881,807	1.26x	\$1,397,578	(\$40,430,996)	
2032	\$163,738,214	\$91,943,580	\$255,681,794	\$101,589,172	2.52x	\$100,670,000	1.26x	\$26,174,250	\$228,433,422	1.11x	\$1,425,529	(\$66,120,738)	
2033	\$172,027,461	\$91,972,434	\$263,999,895	\$101,632,795	2.60x	\$100,670,000	1.30x	\$26,174,250	\$228,477,045	1.15x	\$1,454,040	(\$57,903,624)	
2034	\$180,736,351	\$92,001,959	\$272,738,309	\$101,672,527	2.68x	\$76,046,926	1.53x	\$26,174,250	\$203,893,703	1.33x	\$1,483,119	(\$24,640,472)	
2035	\$189,886,129	\$102,181,106	\$292,067,234	\$101,712,671	2.87x	-	2.87x	\$153,092,625	\$254,805,296	1.15x	\$647,468	(\$65,566,636)	
2036	\$199,499,114	\$101,359,559	\$300,858,673	\$92,292,832	3.26x	-	3.25x	\$152,772,000	\$245,064,832	1.23x	\$660,418	(\$46,226,136)	
2037	\$209,598,756	\$101,693,450	\$311,292,207	\$100,845,000	3.09x	-	3.08x	\$152,715,000	\$253,560,000	1.23x	\$673,626	(\$44,634,870)	
2038	\$220,209,694	\$102,012,240	\$322,221,933	\$101,855,000	3.16x	-	3.16x	\$152,488,500	\$254,343,500	1.27x	\$687,099	(\$34,820,905)	
Total ⁽¹⁰⁾	\$2,534,365,944	\$1,380,052,740	\$3,954,469,898	\$1,627,641,647	-	\$781,970,254	-	\$951,333,375	\$3,360,945,276	-	\$19,836,230	(\$824,596,798)	

⁽¹⁾ Based on the Authority's actual TEU throughput volumes for calendar year 2021, the first [4] calendar months of calendar year 2022 and Authority projections based on assumptions for Port loaded TEU Growth, CPI and capture rate. Also assumes that the Shortfall Advance Surcharge is included in fiscal years 2022 through 2038. See the paragraph immediately preceding this Table 2.

⁽²⁾ Use Fees and Container Charges are shown in the fiscal years estimated to be received.

⁽³⁾ Contingent Port Obligations are equal to 40% of the Annual Amount. See "AUTHORITY REVENUES-Shortfall Advances" and the definition of Annual Amount in APPENDIX E—"SUMMARY OF PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT."

⁽⁴⁾ Debt Service on the Bonds (and Contingent Port Obligations) shown in this Table are shown in the fiscal year in which payment is due. First Subordinate Lien Bonds and Second Subordinate Lien Bonds coverage calculations include financing fees.

⁽⁵⁾ Senior Lien Debt Service shown is net of an expected release of approximately \$7.7 million from the debt service reserve fund in fiscal year 2036. First Subordinate Lien Debt Service shown is net of expected debt service reserve fund releases of approximately \$3.5 million in fiscal year 2026, approximately \$33.6 million in fiscal year 2031 and approximately \$24.6 million in fiscal year 2034.

⁽⁶⁾ Debt service coverage calculations for the First Subordinate Lien Bonds and for all Bonds differs slightly from the referenced letters. Debt service coverage calculations for the First Subordinate Lien Bonds is calculated as the Total Dedicated Revenues divided by the sum of the Senior Lien Debt Service, First Subordinate Lien Debt Service, and the portion of the Financing Fees associated with the Senior Lien Debt Service and First Subordinate Lien. Debt service coverage calculations for all Bonds is calculated as the Total Dedicated Revenues divided by the sum of Total Debt Service and the portion of the Financing Fees associated with the Senior Lien and First Subordinate Lien (but not Financing Fees associated with the Second Subordinate Lien). Such calculations are based on the Flow of Funds, see "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Flow of Funds."

⁽⁷⁾ Financing Fees are allocated by lien in calculating coverage for First Subordinate Lien Bonds and Second Subordinate Lien Bonds.

⁽⁸⁾ The Authority is required to submit to each Port at least 90 days prior to the beginning of each Port's fiscal year the Authority's estimate of the amount of Shortfall Advance that is expected to be required from each Port during such fiscal year. Because the estimate is required approximately six months in advance of the October 1 principal payment date (and in the fiscal year preceding such principal payment date), for purposes of Table [___], future Shortfall Advances are estimated assuming that applicable debt service is paid [___] months in advance of the applicable debt service payment date. By aligning each October 1 principal payment date with the prior fiscal year revenues, future Use Fees and Container Charges, as estimated as described above and as shown in Table [___], along with estimated Shortfall Advances so determined, are expected to be sufficient to meet annual debt service requirements. Because for purposes of Table [___], Shortfall Advances are determined by assuming that debt service is paid [___] months in advance, Shortfall Advances cannot be calculated from information provided solely in Table [___].

⁽⁹⁾ The Total Dedicated Revenues in fiscal year 2022 includes approximately \$40.1 million of cash on hand to pay for debt service in fiscal year 2022.

⁽¹⁰⁾ Totals may not add up due to rounding.

The Series 2022 Bonds*

The Authority developed the Plan of Finance with the goal of eliminating all of the anticipated Shortfall Advances through and including fiscal year 2026; and to provide additional Shortfall Advance relief after fiscal year 2026 should it prove practicable and beneficial to the Authority through the combination of the Invitation and refunding components of the Plan of Finance. There can be no assurance that any of the Authority's financial estimates and expectations will be realized, that any assumptions will occur or the implementation of the Plan of Finance will be effective to eliminate or reduce the need for any Shortfall Advances, either in the near term through fiscal year 2026, or in the longer term after fiscal year 2026. See BONDHOLDERS' RISKS – Uncertainties of Projections, Assumptions and Forward-Looking Statements.”

The Series 2022A Bonds are being issued (i) to defease the Authority's Outstanding Series 2013A Bonds maturing on October 1, 2022 to their maturity; (ii) to pay the purchase price to all holders of the Tendered 2013A Bonds and for which the Authority accepts such tender; (iii) in exchange for all of the Series 2013A Bonds (other than those maturing on October 1, 2022) that the qualified holders of such Series 2013A Bonds elect to exchange with the Authority; (iv) to pay the purchase price to all holders of the Tendered 1999A Bonds and for which the Authority accepts such tender; (v) in exchange for all of the Series 1999A Bonds that the qualified holders of such Series 1999A Bonds elect to exchange with the Authority; (vi) to fund a deposit to the debt service reserve account for the Series 2022A Bonds and to purchase a debt service reserve fund surety policy for the Series 2022A Bonds, if applicable; (vii) to purchase a municipal bond insurance policy for a portion of the Series 2022A Bonds, if applicable; and (viii) to pay costs of issuing the Series 2022A Bonds, including costs of the associated tender and exchange.

The Series 2022B Bonds are being issued (i) to defease the Authority's Outstanding Series 1999C Bonds maturing on October 1, 2022 to their maturity and a portion of Series 1999C Bonds maturing on October 1, 2029 to their October 1, 2023, 2024, and 2025 sinking fund redemption dates; (ii) to pay the purchase price to all holders of the Tendered 1999C Bonds and for which the Authority accepts such tender; (iii) in exchange for all of the Series 1999C Bonds that the qualified holders of such Series 1999C Bonds elect to exchange with the Authority; (iv) to fund a deposit to the debt service reserve account for the Series 2022B Bonds and to purchase a debt service reserve fund surety policy for the Series 2022B Bonds, if applicable; (v) to purchase a municipal bond insurance policy for a portion of the Series 2022B Bonds, if applicable; and (vi) to pay costs of issuing the Series 2022B Bonds, including costs of the associated tender and exchange.

The Series 2022C Bonds are being issued (i) to pay the purchase price to all holders of the Tendered 2016B Bonds and for which the Authority accepts such tender; (ii) in exchange for all of the Series 2016B Bonds that the qualified holders of such Series 2016B Bonds elect to exchange with the Authority; (iii) to fund a deposit to the debt service reserve account for the Series 2022C Bonds and to purchase a debt service reserve fund surety policy for the Series 2022C Bonds, if applicable; (iv) to purchase a municipal bond insurance policy for a portion of the Series 2022C Bonds, if applicable; and (v) to pay costs of issuing the Series 2022C Bonds, including costs of the associated tender and exchange.

As shown in Table 1 above and in Table 4 below, a substantial amount of the Authority's Bonds that will remain Outstanding after the issuance of the Series 2022 Bonds are Capital Appreciation Bonds, and the amount of debt service that will become due on such Bonds will grow as the accreted value of the Capital Appreciation Bonds grows.

The issuance of the Series 2022C Bonds is dependent on the results of the Invitation as described herein.

Refunding of the Series 2013A Bonds and the Series 1999C Bonds

The Series 2013A Bonds

A portion of the proceeds of the Series 2022A Bonds will be used to defease all of the Series 2013A Bonds maturing on October 1, 2022 to their maturity. The Series 2013A Bonds maturing on October 1, 2022 are described below.

Series	Maturity Date (October 1)	Principal Amount Maturing	CUSIP Number (010869)⁽¹⁾
2013A	2022	\$19,990,000	GE9

⁽¹⁾ CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable bond. None of the Underwriters or the Authority is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on applicable bonds or as included in this Official Statement.

On the date of delivery of the Series 2022A Bonds, portions of the proceeds of the Series 2022A Bonds are to be irrevocably deposited by the Trustee, in its capacity as trustee and escrow agent (“Escrow Agent”) and held in a separate escrow fund for the Series 2013A Bonds being defeased with a portion of the proceeds of the Series 2022A Bonds (the “Defeased Series 2013A Bonds Escrow Agreement”), and applied to pay principal of and interest on the defeased Series 2013A Bonds at their maturity. The Indenture provides that upon such deposit, the “Defeased Series 2013A Bonds” will no longer be Outstanding under the Indenture. Prior to the maturity of the Defeased Series 2013A Bonds, moneys on deposit in the Defeased Series 2013A Bonds Defeasance Escrow Fund are to be invested in noncallable Government Obligations.

The Authority also expects to use a portion of the proceeds of the Series 2023A Bonds, if issued, to defease all of the remaining Series 2013A Bonds maturing after October 1, 2022. The Series 2023A Bonds are not being offered pursuant to this Official Statement and the Series 2023A Bonds, if issued, are separate and independent issues. The issuance of the Series 2022 Bonds is not dependent on the issuance of the Series 2023A Bonds, and vice versa; provided, however, that in the event all of the Series 2013A Bonds are defeased pursuant to the Invitation, the Authority does not expect to issue the Series 2023A Bonds.

The Series 1999C Bonds

A portion of the proceeds of the Series 2022B Bonds will be used to defease all of the Series 1999C Bonds maturing on October 1, 2022 to their maturity and a portion of Series 1999C Bonds maturing on October 1, 2029 to their October 1, 2023, 2024, and 2025 sinking fund redemption dates. The Series 1999C Bonds to be defeased, in whole or in part, are described below.

Series	Maturity Date (October 1)	Principal Amount Maturing	CUSIP Number (010869)⁽¹⁾
1999C	2022	\$6,993,263.55	CC7
1999C	2029	\$300,480,000.00 ⁽²⁾	

⁽¹⁾ CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable bond. None of the Underwriters or the Authority is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on applicable bonds or as included in this Official Statement.

⁽²⁾ The portion of the Series 1999C Bonds maturing on October 1, 2029 that will be defeased with the proceeds of the Series 2022B Bonds is equal to \$109,420,000, which is equal to the amounts subject to sinking fund redemption on October 1, 2023 (\$33,655,000), October 1, 2024 (\$36,410,000), and October 1, 2025 (\$39,355,000).

On the date of delivery of the Series 2022B Bonds, portions of the proceeds of the Series 2022B Bonds are to be irrevocably deposited by the Trustee, in its capacity as trustee and escrow agent (“Escrow Agent”) and held in a separate escrow fund for the Series 1999C Bonds being defeased with a portion of the proceeds of the Series 2022B Bonds (the “Defeased Series 1999C Bonds Escrow Agreement”), and applied to pay interest on and principal of the defeased Series 1999C Bonds at their maturity and sinking fund redemption dates, as applicable. The Indenture provides that upon such deposit, the “Defeased Series 1999C Bonds” will no longer be Outstanding under the Indenture. Prior to the redemption or maturity, as applicable, of the Defeased Series 1999C Bonds, moneys on deposit in the Defeased Series 1999C Bonds Defeasance Escrow Fund are to be invested in noncallable Government Obligations.

Offer to Tender or Exchange Certain Outstanding Bonds; Refunding of the Tendered Bonds

Concurrently with the marketing of the Series 2022 Bonds, the Authority, with the assistance of J.P. Morgan Securities LLC and RBC Capital Markets, LLC (collectively, the “Dealer Managers”), is issuing an invitation to the beneficial owners (the “Bondholders”) of the Target Bonds pursuant to the Invitation to tender their Bonds to the Authority. As further described in the Invitation, the Authority is making an offer to the Bondholders of any and all of the Authority’s Target Bonds to tender such Target Bonds for purchase for consideration in the form of cash at the respective prices described in the Invitation or in exchange for certain Series 2022 Bonds as described in the Invitation.

Each Bondholder who participates in the exchange invitation must be either (i) a sophisticated municipal market professional as defined in Rule D-15 of the Municipal Securities Rulemaking Board, or (ii) a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (such Bondholders may collectively be referred to as a “Qualified Exchange Participant”).

Tender and Exchange of Series 2013A Bonds and Series 1999A Bonds

A portion of the proceeds of the Series 2022A Bonds will be used to pay the purchase price to all holders of the Authority’s Outstanding Series 1999A Bonds and Series 2013A Bonds (other than those maturing on October 1, 2022) who elect to tender such Series 1999A Bonds and Series 2013A Bonds to the Authority. On the date of delivery of the Series 2022A Bonds, portions of the proceeds of the Series 2022A Bonds are to be deposited by the Trustee into the principal payment accounts of the Series 1999A Bonds and the Series 2013A Bonds to pay and refund the applicable Tendered 2013A Bonds in accordance with the Invitation.

The Outstanding Series 2013A Bonds subject to the Invitation to tender for cash are described below.

Tender for Cash **Series 2013A -- Current Interest Bonds**

Maturity Date (October 1)	Interest Rate	Outstanding Principal Amount	Accreted Value	Offer Purchase Price	CUSIP No. (010869)⁽¹⁾
2023	5.000%	\$21,335,000			GF6
2024	5.000	22,750,000			GG4
2025	5.000	24,245,000			GH2
2026	5.000	20,000,000			GJ8
2026	3.000	5,815,000			GK5
2027	5.000	20,000,000			GL3
2027	3.000	7,350,000			GM1
2028	5.000	20,000,000			GN9
2028	3.125	8,935,000			GP4
2029	5.000	20,000,000			GQ2
2029	3.125	10,585,000			GR0

⁽¹⁾ CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable bond. None of the Underwriters or the Authority is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on applicable bonds or as included in this Official Statement.

The Outstanding Series 2013A Bonds subject to the Invitation to exchange for Series 2022A Bonds are described below.

Tender for Exchange⁽¹⁾
Series 2013A -- Current Interest Bonds

Maturity Date (October 1)	Interest Rate	Outstanding Principal Amount	Series 2022A Maturity Date	Exchange Factor⁽²⁾	Series 2022A Interest Rate	Series 2022A Optional Redemption Date⁽³⁾	CUSIP No. (010869)⁽⁴⁾
2023	5.000%	\$21,335,000					GF6
2024	5.000	22,750,000					GG4
2025	5.000	24,245,000					GH2
2026	5.000	20,000,000					GJ8
2026	3.000	5,815,000					GK5
2027	5.000	20,000,000					GL3
2027	3.000	7,350,000					GM1
2028	5.000	20,000,000					GN9
2028	3.125	8,935,000					GP4
2029	5.000	20,000,000					GQ2
2029	3.125	10,585,000					GR0

⁽¹⁾ The Invitation to exchange is only available to Qualified Exchange Participants.

⁽²⁾ The Exchange Factor is the factor by which the par amount of tendered Target Bonds will be multiplied in order to determine the par amount of Series 2022A Bonds of the same maturity that will be issued in exchange for such Target Bonds tendered pursuant to the Invitation. On or about _____, 2022, the Notice of Exchange Factors will be made available: (i) at the MSRB through its EMMA website; (ii) to DTC and to the DTC participants holding the Target Bonds; and (iii) by posting electronically on the website of the Information Agent [TBD].

⁽³⁾ First optional redemption date at a redemption price equal to the par amount to be redeemed plus accrued interest. See “DESCRIPTION OF THE SERIES 2022 BONDS – Redemption.”

⁽⁴⁾ CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable bond. None of the Underwriters or the Authority is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on applicable bonds or as included in this Official Statement.

The Outstanding Series 1999A Bonds subject to the Invitation to tender for cash are described below.

Tender for Cash
Series 1999A - Capital Appreciation Bonds

Maturity Date (October 1)	Principal Amount at Issuance	Yield to Maturity	Offer Purchase Price	CUSIP No. (010869)⁽¹⁾
2030	\$7,298,873.75	5.25%		AR6
2031	6,999,600.00	5.25		AS4
2032	6,690,401.60	5.26		AT2
2033	6,415,607.50	5.26		AU9
2034	6,130,889.90	5.27		AV7
2035	5,878,364.25	5.27		AW5
2036	5,635,933.40	5.27		AX3
2037	5,403,946.40	5.27		AY1

⁽¹⁾ CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable bond. None of the Underwriters or the Authority is responsible for the selection or use of these CUSIP numbers

and no representation is made as to their correctness on applicable bonds or as included in this Official Statement.

The Outstanding Series 1999A Bonds subject to the Invitation to exchange for Series 2022A Bonds are described below.

Tender for Exchange⁽¹⁾
Series 1999A - Capital Appreciation Bonds

Maturity Date (October 1)	Yield to Maturity	Outstanding Principal Amount	Series 2022A Maturity Date	Exchange Factor⁽²⁾	Series 2022A Interest Rate	Series 2022A Optional Redemption Date⁽³⁾	CUSIP No. (010869)⁽⁴⁾
2030	5.25%	\$7,298,873.75					AR6
2031	5.25	6,999,600.00					AS4
2032	5.26	6,690,401.60					AT2
2033	5.26	6,415,607.50					AU9
2034	5.27	6,130,889.90					AV7
2035	5.27	5,878,364.25					AW5
2036	5.27	5,635,933.40					AX3
2037	5.27	5,403,946.40					AY1

⁽¹⁾ The Invitation to exchange is only available to Qualified Exchange Participants.

⁽²⁾ The Exchange Factor is the factor by which the par amount of tendered Target Bonds will be multiplied in order to determine the par amount of Series 2022A Bonds of the same maturity that will be issued in exchange for such Target Bonds tendered pursuant to the Exchange Invitation. On or about _____, 2022, the Notice of Exchange Factors will be made available: (i) at the MSRB through its EMMA website; (ii) to DTC and to the DTC participants holding the Target Bonds; and (iii) by posting electronically on the website of the Information Agent [TBD].

⁽³⁾ First optional redemption date at a redemption price equal to the par amount to be redeemed plus accrued interest. See “DESCRIPTION OF THE SERIES 2022 BONDS – Redemption.”

⁽⁴⁾ CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable bond. None of the Underwriters or the Authority is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on applicable bonds or as included in this Official Statement.

Tender and Exchange of Series 1999C Bonds

A portion of the proceeds of the Series 2022B Bonds are being issued to pay the purchase price to all holders of the Authority’s Outstanding Series 1999C Bonds (other than those maturing on October 1, 2022) who elect to tender such Series 1999C Bonds to the Authority. On the date of delivery of the Series 2022B Bonds, portions of the proceeds of the Series 2022B Bonds are to be deposited by the Trustee into the principal payment account of the Series 1999C Bonds to pay and refund the applicable Tendered Bonds in accordance with the Invitation.

The Outstanding Series 1999C Bonds subject to the Invitation to tender for cash are described below.

Tender for Cash
Series 1999C - Current Interest Bonds

Maturity Date (October 1)	Interest Rate	Outstanding Principal Amount	Offer Purchase Price	CUSIP No. (010869)⁽¹⁾
2029	6.600%	\$300,480,000		CD5

⁽¹⁾ CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable bond. None of the Underwriters or the Authority is responsible for the selection or use of these CUSIP numbers

and no representation is made as to their correctness on applicable bonds or as included in this Official Statement.

Tender for Cash
Series 1999C - Capital Appreciation Bonds

Maturity Date (October 1)	Principal Amount at Issuance	Yield to Maturity	Accreted Value	Offer Purchase Price	CUSIP No. (010869)⁽¹⁾
2030	6,850,575.00	6.83			CE3
2031	6,469,538.00	6.83			CF0
2032	6,109,946.70	6.83			CG8
2033	5,770,215.15	6.83			CH6
2034	5,449,275.35	6.83			CJ2
2035	5,146,002.00	6.83			CK9
2036	4,860,219.00	6.83			CL7
2037	4,589,634.15	6.83			CM5

⁽¹⁾ CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable bond. None of the Underwriters or the Authority is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on applicable bonds or as included in this Official Statement.

The Outstanding Series 1999C Bonds subject to the Invitation to exchange for Series 2022B Bonds are described below.

Tender for Exchange⁽¹⁾
Series 1999C - Current Interest Bonds

Maturity Date (October 1)	Interest Rate	Outstanding Principal Amount	Series 2022B Maturity Date	Exchange Factor⁽²⁾	Series 2022B Interest Rate	Series 2022B Optional Redemption Date⁽³⁾	CUSIP No. (010869)⁽⁴⁾
2029	6.600%	\$300,480,000					CD5

⁽¹⁾ The Invitation to exchange is only available to Qualified Exchange Participants.

⁽²⁾ The Exchange Factor is the factor by which the par amount of tendered Target Bonds will be multiplied in order to determine the par amount of Series 2022B Bonds of the same maturity that will be issued in exchange for such Target Bonds tendered pursuant to the Exchange Invitation. On or about _____, 2022, the Notice of Exchange Factors will be made available: (i) at the MSRB through its EMMA website; (ii) to DTC and to the DTC participants holding the Target Bonds; and (iii) by posting electronically on the website of the Information Agent [TBD].

⁽³⁾ First optional redemption date at a redemption price equal to the par amount to be redeemed plus accrued interest. See "DESCRIPTION OF THE SERIES 2022 BONDS – Redemption."

⁽⁴⁾ CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable bond. None of the Underwriters or the Authority is

responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on applicable bonds or as included in this Official Statement.

Tender for Exchange⁽¹⁾
Series 1999C - Capital Appreciation Bonds

Maturity Date (October 1)	Yield to Maturity	Principal Amount at Issuance	Series 2022B Maturity Date	Exchange Factor⁽²⁾	Series 2022B Interest Rate	Series 2022B Optional Redemption Date⁽³⁾	CUSIP No. (010869)⁽⁴⁾
2030	6.83	6,850,575.00					CE3
2031	6.83	6,469,538.00					CF0
2032	6.83	6,109,946.70					CG8
2033	6.83	5,770,215.15					CH6
2034	6.83	5,449,275.35					CJ2
2035	6.83	5,146,002.00					CK9
2036	6.83	4,860,219.00					CL7
2037	6.83	4,589,634.15					CM5

⁽¹⁾ The Invitation to exchange is only available to Qualified Exchange Participants.

⁽²⁾ The Exchange Factor is the factor by which the par amount of tendered Target Bonds will be multiplied in order to determine the par amount of Series 2022B Bonds of the same maturity that will be issued in exchange for such Target Bonds tendered pursuant to the Exchange Invitation. On or about _____, 2022, the Notice of Exchange Factors will be made available: (i) at the MSRB through its EMMA website; (ii) to DTC and to the DTC participants holding the Target Bonds; and (iii) by posting electronically on the website of the Information Agent [TBD].

⁽³⁾ First optional redemption date at a redemption price equal to the par amount to be redeemed plus accrued interest. See "DESCRIPTION OF THE SERIES 2022 BONDS – Redemption."

⁽⁴⁾ CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable bond. None of the Underwriters or the Authority is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on applicable bonds or as included in this Official Statement.

Tender and Exchange of Series 2016B Bonds

A portion of the proceeds of the Series 2022C Bonds are being issued to pay the purchase price to all holders of the Authority's Outstanding Series 2016B Bonds who elect to tender such Series 2016B Bonds to the Authority. On the date of delivery of the Series 2022C Bonds, portions of the proceeds of the Series 2022C Bonds are to be deposited by the Trustee into the principal payment account of the Series 2016B Bonds to pay and refund the applicable Tendered Bonds in accordance with the Invitation.

The Outstanding Series 2016B Bonds subject to the Invitation to tender for cash are described below.

Tender for Cash
Series 2016B - Current Interest Bonds

Maturity Date (October 1)	Interest Rate	Outstanding Principal Amount	Offer Purchase Price	CUSIP No. (010869)⁽¹⁾
2034	5.000%	\$99,865,000		GY5
2034	3.000	30,000,000		HC2
2035	5.000	85,760,000		GZ2
2035	4.000	25,000,000		HD0
2035	5.000	25,000,000		HG3
2036	5.000	92,295,000		HA6
2036	3.125	25,000,000		HE8
2036	5.000	25,000,000		HH1
2037	5.000	98,940,000		HB4
2037	4.000	35,000,000		HF5
2037	5.000	15,000,000		HJ7

⁽¹⁾ CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable bond. None of the Underwriters or the Authority is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on applicable bonds or as included in this Official Statement.

The Outstanding Series 2016B Bonds subject to the Invitation to exchange for Series 2022C Bonds are described below.

Tender for Exchange⁽¹⁾
Series 2016B - Current Interest Bonds

Maturity Date (October 1)	Interest Rate	Outstanding Principal Amount	Series 2022C Maturity Date	Exchange Factor⁽²⁾	Series 2022C Interest Rate	Series 2022C Optional Redemption Date⁽³⁾	CUSIP No. (010869)⁽⁴⁾
2034	5.000%	\$99,865,000					GY5
2034	3.000	30,000,000					HC2
2035	5.000	85,760,000					GZ2
2035	4.000	25,000,000					HD0
2035	5.000	25,000,000					HG3
2036	5.000	92,295,000					HA6
2036	3.125	25,000,000					HE8
2036	5.000	25,000,000					HH1
2037	5.000	98,940,000					HB4
2037	4.000	35,000,000					HF5
2037	5.000	15,000,000					HJ7

⁽¹⁾ The Invitation to exchange is only available to Qualified Exchange Participants.

⁽²⁾ The Exchange Factor is the factor by which the par amount of tendered Target Bonds will be multiplied in order to determine the par amount of Series 2022C Bonds of the same maturity that will be issued in exchange for such Target Bonds tendered pursuant to the Exchange Invitation. On or about _____, 2022, the Notice of Exchange Factors will be made available: (i) at the MSRB

through its EMMA website; (ii) to DTC and to the DTC participants holding the Target Bonds; and (iii) by posting electronically on the website of the Information Agent [TBD].

- (3) First optional redemption date at a redemption price equal to the par amount to be redeemed plus accrued interest. See “DESCRIPTION OF THE SERIES 2022 BONDS – Redemption.”
- (4) CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable bond. None of the Underwriters or the Authority is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on applicable bonds or as included in this Official Statement.

The issuance of the Series 2022C Bonds is dependent on the results of the Invitation as described in this Official Statement.

In the event J.P. Morgan Securities LLC or RBC Capital Markets, LLC owns any of the Target Bonds, J.P. Morgan Securities LLC and RBC Capital Markets, LLC may each participate in the tender of such Target Bonds pursuant to the Invitation.

Subject to the terms of the Invitation and the satisfaction of all conditions to the Authority’s obligation to purchase and/or exchange tendered Target Bonds as set forth in the Invitation, and provided that (i) the Target Bonds offered by a Bondholder for purchase or exchange have been validly tendered by 5:00 p.m., New York City time, on _____, 2022 (as such date may be extended from time to time in accordance with the Invitation, the “Tender Expiration Date”), and (ii) accepted by the Authority on or before 5:00 p.m., New York City time, on _____, 2022 (as such date may be extended from time to time in accordance with the Invitation, the “Tender Acceptance Date”), the Authority will purchase such Target Bonds tendered for purchase, and will cause the exchange of the applicable Series 2022 Bonds for the applicable Target Bonds tendered for exchange, (such date of purchase or exchange being the “Tender Settlement Date”).

The Authority is not obligated to purchase or exchange all Target Bonds tendered by a Bondholder and will have the right to accept any Tendered Bonds on a CUSIP by CUSIP basis.

No assurances can be given that any Bondholders will tender or exchange any portion of the Target Bonds and the Authority is not obligated to accept any valid or timely tender made by a Bondholder. There can be no assurances that the Invitation will result in the tender or exchange of any of the Target Bonds. See “BONDHOLDERS’ RISKS.”

Projected Shortfalls After Implementation of Plan of Finance Using Internal Financial Model

Table 2-A below sets forth estimated future Use Fees and Container Charges and debt service coverage on the Bonds, including the Series 2022 Bonds and the Series 2023A Bonds from Total Dedicated Revenues (Use Fees and Container Charges and Contingent Port Obligations combined) based upon the Expected Base Case scenario for fiscal years 2022 through 2062. In addition to those assumptions outlined above for Table 2, Table 2-A also reflect the following additional assumptions and adjustments: (i) that after the issuance of the Series 2022 Bonds and the Series 2023A Bonds, no other refunding Bonds are assumed to be issued and no other tender/purchase programs are completed; (ii) that the issuance of the Series 2022 Bonds and the Series 2023A Bonds occurs as outlined in the Plan of Finance; and, (iii) that excess Revenues are not utilized to redeem Bonds. Table 2-A does not reflect the implementation of any portion of the proposed tender or exchange in connection with the Invitation.

Although the restructuring to be accomplished by the issuance of the Series 2022 Bonds is designed to potentially reduce the frequency and amount of future Shortfall Advances, this restructuring does not reduce the Authority’s overall debt service costs, rather, overall debt service costs are expected to increase in the aggregate, and, as a result of this restructuring, the latest maturity of the Authority’s Bonds will be extended beyond 2037. The Series 2022 Bonds will mature later than all existing debt. There can be no assurance that any of the Authority’s financial estimates and expectations will be realized, that any assumptions will occur or the implementation of the Plan of Finance will be effective to eliminate or reduce the need for any Shortfall Advances, either in the near term through fiscal year 2026, or in the longer term after fiscal year 2026. See BONDHOLDERS’ RISKS – Uncertainties of Projections, Assumptions and Forward-Looking Statements.”

To the extent the Invitation is successful and any of the Target Bonds are tendered for purchase or exchange, the resulting reduction in debt service through fiscal year 2037 will reduce the likelihood or extent of projected Shortfall Advances in the future.

**TABLE 2-A
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
ESTIMATED DEBT SERVICE COVERAGE TABLE
(EXPECTED BASE CASE)⁽¹⁾**

Fiscal Year Ending	Use Fees and Container Charges ⁽²⁾⁽³⁾ [A]	Contingent Port Obligations ⁽⁴⁾⁽⁵⁾ [B]	Total Dedicated Revenues [A]+[B]=[C]	Senior Lien Bonds Debt Service [D]	Debt Service Coverage for Senior Lien Bonds ⁽⁶⁾ [C]/[D]=[E]	First Subordinate Lien Bonds Debt Service ⁽⁶⁾ [F]	Debt Service Coverage for Senior Lien Bonds and First Subordinate Lien Bonds ⁽⁶⁾⁽⁷⁾ [C]/([D]+[F])= [G]	Second Subordinate Lien Bonds Debt Service ⁽⁶⁾ [H]	Total Debt Service ⁽⁶⁾ [D]+[F]+[H]=[I]	Debt Service Coverage for All Bonds ⁽⁶⁾⁽⁷⁾ [C]/[I]=[J]	Financing Fees ⁽⁷⁾ [K]	Projected Shortfall Advances ⁽⁸⁾ [A]-[I]-[K]=[L]
2022 ⁽⁹⁾	\$95,813,562	\$47,052,930	\$182,917,706	\$83,109,646	2.20x	\$7,179,000	2.01x	\$26,174,250	\$116,462,896	1.56x	\$1,169,430	-
2023	\$85,729,562	\$25,291,787	\$111,021,350	\$23,922,850	4.64x	\$11,939,550	3.02x	\$26,174,250	\$62,036,650	1.77x	\$1,192,819	-
2024	\$94,488,743	\$26,950,529	\$121,439,272	\$34,300,499	3.54x	\$5,684,900	2.97x	\$26,174,250	\$66,159,649	1.81x	\$1,216,675	-
2025	\$103,907,515	\$28,201,455	\$132,108,970	\$36,343,879	3.63x	\$6,744,500	3.00x	\$26,174,250	\$69,262,629	1.88x	\$1,241,008	-
2026	\$114,037,773	\$27,874,689	\$141,912,462	\$35,522,643	3.99x	\$3,166,311	3.58x	\$26,174,250	\$64,863,204	2.16x	\$1,265,829	-
2027	\$124,927,417	\$81,572,589	\$206,500,006	\$75,791,078	2.72x	\$100,675,000	1.16x	\$26,174,250	\$202,640,328	1.01x	\$1,291,145	(\$79,004,057)
2028	\$134,387,577	\$81,421,603	\$215,809,180	\$75,387,789	2.86x	\$100,675,000	1.22x	\$26,174,250	\$202,237,039	1.06x	\$1,316,968	(\$69,166,430)
2029	\$141,190,948	\$81,260,148	\$222,451,096	\$74,962,811	2.97x	\$100,670,000	1.26x	\$26,174,250	\$201,807,061	1.10x	\$1,343,307	(\$61,959,420)
2030	\$148,338,740	\$81,101,269	\$229,440,009	\$74,533,749	3.08x	\$100,675,000	1.30x	\$26,174,250	\$201,382,999	1.13x	\$1,370,174	(\$54,414,433)
2031	\$155,848,389	\$91,888,077	\$247,736,466	\$101,483,366	2.44x	\$67,174,067	1.46x	\$26,174,250	\$194,831,683	1.27x	\$1,397,577	(\$40,380,872)
2032	\$163,738,214	\$91,923,337	\$255,661,550	\$101,538,563	2.52x	\$100,670,000	1.26x	\$26,174,250	\$228,382,813	1.11x	\$1,425,529	(\$66,070,128)
2033	\$172,027,461	\$91,952,258	\$263,979,719	\$101,582,357	2.60x	\$100,670,000	1.30x	\$26,174,250	\$228,426,607	1.15x	\$1,454,039	(\$57,853,185)
2034	\$180,736,351	\$91,981,812	\$272,718,162	\$101,622,159	2.68x	\$76,046,926	1.53x	\$26,174,250	\$203,843,335	1.33x	\$1,483,120	(\$24,590,104)
2035	\$189,886,129	\$102,160,967	\$292,047,096	\$101,662,325	2.87x	-	2.87x	\$153,092,625	\$254,754,950	1.15x	\$647,468	(\$65,516,290)
2036	\$199,499,114	\$101,339,328	\$300,838,441	\$92,242,253	3.26x	-	3.25x	\$152,772,000	\$245,014,253	1.23x	\$660,418	(\$46,175,557)
2037	\$209,598,756	\$101,673,412	\$311,272,169	\$100,794,905	3.09x	-	3.08x	\$152,715,000	\$253,509,905	1.23x	\$673,626	(\$44,584,774)
2038	\$220,209,694	\$101,991,769	\$322,201,462	\$101,803,823	3.16x	-	3.16x	\$152,488,500	\$254,292,323	1.27x	\$687,098	(\$34,769,728)
2039	\$231,357,809	\$40,836,021	\$272,193,831	\$101,854,250	2.67x	-	2.67x	-	\$101,854,250	2.67x	\$235,803	-
2040	\$243,070,298	\$40,837,908	\$283,908,206	\$101,854,250	2.79x	-	2.78x	-	\$101,854,250	2.78x	\$240,520	-
2041	\$255,375,732	\$40,839,832	\$296,215,564	\$101,854,250	2.91x	-	2.90x	-	\$101,854,250	2.90x	\$245,330	-
2042	\$268,304,129	\$40,841,795	\$309,145,923	\$101,854,250	3.04x	-	3.03x	-	\$101,854,250	3.03x	\$250,237	-
2043	\$281,887,025	\$40,843,796	\$322,730,822	\$101,854,250	3.17x	-	3.16x	-	\$101,854,250	3.16x	\$255,241	-
2044	\$296,157,556	\$40,845,838	\$337,003,394	\$101,854,250	3.31x	-	3.30x	-	\$101,854,250	3.30x	\$260,346	-
2045	\$311,150,532	\$40,847,921	\$351,998,453	\$101,854,250	3.46x	-	3.45x	-	\$101,854,250	3.45x	\$265,553	-
2046	\$326,902,528	\$40,850,046	\$367,752,573	\$101,854,250	3.61x	-	3.60x	-	\$101,854,250	3.60x	\$270,864	-
2047	\$343,451,968	\$40,852,213	\$384,304,181	\$101,854,250	3.77x	-	3.76x	-	\$101,854,250	3.76x	\$276,281	-
2048	\$360,839,224	\$40,854,423	\$401,693,647	\$101,854,250	3.94x	-	3.93x	-	\$101,854,250	3.93x	\$281,807	-
2049	\$379,106,710	\$40,856,677	\$419,963,387	\$101,854,250	4.12x	-	4.11x	-	\$101,854,250	4.11x	\$287,443	-
2050	\$398,298,987	\$40,858,977	\$439,157,964	\$101,854,250	4.31x	-	4.30x	-	\$101,854,250	4.30x	\$293,192	-
2051	\$418,462,873	\$40,418,372	\$458,881,246	\$100,746,875	4.55x	-	4.54x	-	\$100,746,875	4.54x	\$299,056	-
2052	\$439,647,556	\$39,943,765	\$479,591,321	\$99,554,375	4.82x	-	4.80x	-	\$99,554,375	4.80x	\$305,037	-
2053	\$461,904,714	\$39,900,105	\$501,804,819	\$99,439,125	5.05x	-	5.03x	-	\$99,439,125	5.03x	\$311,138	-
2054	\$485,288,640	\$3,562,744	\$488,851,384	\$8,589,500	56.91x	-	54.88x	-	\$8,589,500	54.88x	\$317,360	-
2055	\$509,856,377	-	\$509,856,377	-	-	-	-	-	-	-	-	-
2056	\$535,667,856	-	\$535,667,856	-	-	-	-	-	-	-	-	-
2057	\$562,786,042	-	\$562,786,042	-	-	-	-	-	-	-	-	-
2058	\$591,277,085	-	\$591,277,085	-	-	-	-	-	-	-	-	-
2059	\$621,210,487	-	\$621,210,487	-	-	-	-	-	-	-	-	-
2060	\$652,659,268	-	\$652,659,268	-	-	-	-	-	-	-	-	-
2061	\$685,700,144	-	\$685,700,144	-	-	-	-	-	-	-	-	-
2062	\$540,310,285	-	\$540,310,285	-	-	-	-	-	-	-	-	-
Total⁽¹⁰⁾	\$12,735,039,770	\$1,869,628,393	\$14,644,719,376	\$2,847,185,570	-	\$781,970,254	-	\$951,333,375	\$4,580,489,199	-	\$24,231,438	(\$644,484,978)

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- ⁽¹⁾ The assumptions in this table do not include any anticipated success from the Invitation to tender or exchange any of the Target Bonds; only shows the refunding of the Series 2013A Bonds and the Series 1999C Bonds. There can be no assurance that the Series 2023A Bonds will be issued.
- ⁽²⁾ Based on the Authority's actual TEU throughput volumes for calendar year 2021, the first [4] calendar months of calendar year 2022 and Authority projections based on assumptions for Port loaded TEU Growth, CPI and Capture Rate. Use Fees and Container Charges are shown in the fiscal years estimated to be received. Also assumes that the Shortfall Advance Surcharge is included in fiscal years 2022 through 2062. See the paragraph immediately preceding Table 2.
- ⁽³⁾ Use Fees and Container Charges are shown in the fiscal years to be received.
- ⁽⁴⁾ Contingent Port Obligations are equal to 40% of the Annual Amount. See "AUTHORITY REVENUES-Shortfall Advances" and the definition of Annual Amount in APPENDIX E—"SUMMARY OF PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT."
- ⁽⁵⁾ Debt Service on the Bonds (and Contingent Port Obligations) shown in this Table are shown in the fiscal years in which payment is due.
- ⁽⁶⁾ Senior Lien Debt Service shown is net of an expected release of approximately \$7.7 million from the debt service reserve fund in fiscal year 2036. First Subordinate Lien Debt Service shown is net of expected debt service reserve fund releases of approximately \$3.5 million in fiscal year 2026, approximately \$33.6 million in fiscal year 2031 and approximately \$24.6 million in fiscal year 2034
- ⁽⁷⁾ Debt service coverage calculations for the First Subordinate Lien Bonds and for all Bonds differs slightly from the referenced letters. Debt service coverage calculations for the First Subordinate Lien Bonds is calculated as the Total Dedicated Revenues divided by the sum of the Senior Lien Debt Service, First Subordinate Lien Debt Service, and the portion of the Financing Fees associated with the Senior Lien Debt Service and First Subordinate Lien. Debt service coverage calculations for all Bonds is calculated as the Total Dedicated Revenues divided by the sum of Total Debt Service and the portion of the Financing Fees associated with the Senior Lien and First Subordinate Lien (but not Financing Fees associated with the Second Subordinate Lien). Such calculations are based on the Flow of Funds, see "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Flow of Funds."
- ⁽⁸⁾ Financing Fees are allocated by lien in calculating coverage for First Subordinate Lien Bonds and Second Subordinate Lien Bonds.
- ⁽⁹⁾ The Authority is required to submit to each Port at least 90 days prior to the beginning of each Port's fiscal year the Authority's estimate of the amount of Shortfall Advance that is expected to be required from each Port during such fiscal year. Because the estimate is required approximately six months in advance of the October 1 principal payment date (and in the fiscal year preceding such principal payment date), for purposes of this Table, future Shortfall Advances are estimated assuming that applicable debt service is paid [] months in advance of the applicable debt service payment date. By aligning each October 1 principal payment date with the prior fiscal year revenues, future Use Fees and Container Charges, as estimated as described above and as shown in this Table, along with estimated Shortfall Advances so determined, are expected to be sufficient to meet annual debt service requirements. Because for purposes of this Table, Shortfall Advances are determined by assuming that debt service is paid [] months in advance, Shortfall Advances cannot be calculated from information provided solely in this Table.
- ⁽¹⁰⁾ The Total Dedicated Revenues in fiscal year 2022 includes approximately \$40.1 million of cash on hand to pay for debt service in fiscal year 2022.
- ⁽¹¹⁾ Totals may not add up due to rounding.

As shown in Table 2-A, based upon the assumptions and adjustments described above, future debt service coverage on the Senior Lien Bonds (including the Series 2022 Bonds and the Series 2023A Bonds) would range from a low of approximately 2.20 times to a high of approximately 56.91 times; future debt service coverage on all Senior Lien Bonds (including the Series 2022 Bonds and the Series 2023A Bonds) and all First Subordinate Lien Bonds would range from a low of approximately 1.16 times to a high of approximately 54.88 times; future debt service coverage on all Senior Lien Bonds (including the Series 2022 Bonds and the Series 2023A Bonds), First Subordinate Lien Bonds and Second Subordinate Lien Bonds would range from a low of approximately 1.01 times to a high of approximately 54.88 times.

No assurances can be given that the projections discussed in this Official Statement will occur or that other assumptions for hypothetical cargo throughput and revenues will be realized. See also “BONDHOLDERS’ RISKS – Uncertainties of Projections, Assumptions and Forward-Looking Statements.”

Verification Report

An independent verification report (the “Verification Report”) will be obtained from [_____], a firm of independent certified public accountants (the “Verification Agent”), which will verify from the information provided to them the mathematical accuracy of the computations contained in the provided schedules to determine that the escrow fund deposits with respect to the Defeased 1999C Bonds and the Defeased Series 2013A Bonds to be held by the Trustee will be sufficient to pay interest on and principal of the Defeased Series 1999C Bonds at their maturity and sinking fund redemption dates, as applicable, and interest on and principal of the Defeased Series 2013A Bonds upon its October 1, 2022 maturity date.

SOURCES AND USES OF FUNDS

The proceeds of the Series 2022 Bonds, together with other available funds, are expected to be applied as follows:

**TABLE 3
SOURCES AND USES OF FUNDS**

Sources of Funds:	<u>Series 2022A</u>	<u>Series 2022B</u>	<u>Series 2022C</u>
Principal amount	\$	\$	\$
Net original issue premium/discount			
Total Sources	\$	\$	\$
Uses of Funds:			
Deposit to Defeasance Escrow Fund			
Deposit to Principal Account for payment of tender purchase price			
Deposit to Debt Service Reserve Account			
Costs of Issuance ⁽¹⁾			
Total Uses	\$	\$	\$

⁽¹⁾ Costs of Issuance include, but are not limited to, Trustee, Escrow Agent, Verification Agent and legal fees and expenses; Underwriters’ discount; rating agency fees; Underwriters’ discount; rating agency fees; financial advisor fees and printing costs.

Debt Service Schedule. Table 4 is a debt service schedule for the Outstanding Bonds, including the Defeased Series 2013A Bonds, that are expected to be refunded or defeased and including the Series 2022 Bonds.

**TABLE 4
DEBT SERVICE SCHEDULE**

Fiscal Year Ending June 30	Outstanding Senior Lien Bonds	Outstanding First Subordinate Lien Bonds ⁽¹⁾	Outstanding Second Subordinate Lien Bonds	Series 2022A Bonds		Series 2022B Bonds		Series 2022C Bonds		Total Outstanding Debt Service
				Principal	Interest	Principal	Interest	Principal	Interest	
2022	\$83,109,646	\$7,179,000	\$26,174,250							\$116,462,896
2023	\$83,947,146	\$11,939,550	\$26,174,250							\$122,060,946
2024	\$94,081,462	\$5,684,900	\$26,174,250							\$125,940,612
2025	\$94,024,539	\$6,744,500	\$26,174,250							\$126,943,289
2026	\$93,968,183	\$3,166,311	\$26,174,250							\$123,308,744
2027	\$93,959,553	\$100,675,000	\$26,174,250							\$220,808,803
2028	\$93,893,789	\$100,675,000	\$26,174,250							\$220,743,039
2029	\$93,803,952	\$100,670,000	\$26,174,250							\$220,648,202
2030	\$93,719,890	\$100,675,000	\$26,174,250							\$220,569,140
2031	\$101,533,490	\$67,174,067	\$26,174,250							\$194,881,807
2032	\$101,589,172	\$100,670,000	\$26,174,250							\$228,433,422
2033	\$101,632,795	\$100,670,000	\$26,174,250							\$228,477,045
2034	\$101,672,527	\$76,046,926	\$26,174,250							\$203,893,703
2035	\$101,712,671	-	\$153,092,625							\$254,805,296
2036	\$92,292,832	-	\$152,772,000							\$245,064,832
2037	\$100,845,000	-	\$152,715,000							\$253,560,000
2038	\$101,855,000	-	\$152,488,500							\$254,343,500
Total⁽²⁾	\$1,627,641,647	\$781,970,254	\$951,333,375							\$3,360,945,276

⁽¹⁾ Includes debt service on the Defeased Series 2013A Bonds.

⁽²⁾ Totals may not add up due to rounding.

Source: The Authority.

DESCRIPTION OF THE SERIES 2022 BONDS

General

The Series 2022 Bonds will be issued in the aggregate Initial Amount or principal amount, as applicable, described on the inside front cover of this Official Statement. The Series 2022 Bonds will consist of Capital Appreciation Bonds, Current Interest Bonds and/or Convertible Capital Appreciation Bonds as further described below. The Series 2022 Bonds are issued under and subject to the terms of the Indenture and are secured by and payable from the Trust Estate in accordance with the terms of the Indenture.

The Series 2022A Bonds and the Series 2022B Bonds will be Senior Lien Bonds as defined pursuant to the Indenture. The Series 2022A Bonds and the Series 2022B Bonds will be on a parity with the Outstanding Series 1999A Bonds, Series 1999C Bonds, Series 2012 Bonds, Series 2013A Bonds and any other Senior Lien Bonds issued under the Indenture, as and to the extent provided in the Indenture.

The Series 2022C Bonds will be Second Subordinate Lien Bonds as defined pursuant to the Indenture. The Series 2022C Bonds will be on a parity with the Outstanding Series 2016B Bonds and any other Second Subordinate Lien Bonds issued under the Indenture, as and to the extent provided in the Indenture.

Terms of the Series 2022A Bonds

The Series 2022A Bonds will be dated their date of initial delivery. The Series 2022A Bonds will be issued only in Authorized Denominations. For a description of the Authorized Denominations for each of the Series 2022 Bonds that are Capital Appreciation Bonds, Current Interest Bonds and/or Convertible Capital Appreciation Bonds, see Appendix E.

Under the Indenture, the Series 2022A Bonds will consist of Capital Appreciation Bonds, Current Interest Bonds and/or Convertible Capital Appreciation Bonds. All payments in respect of the Series 2022A Bonds will be made by the Authority in lawful money of the United States of America.

Terms of the Series 2022A Capital Appreciation Bonds

The Final Compounded Amount of the Series 2022A Capital Appreciation Bonds is required to be paid on the applicable Principal Payment Date. The Series 2022A Capital Appreciation Bonds will be in the Initial Amounts and will mature, subject to prior redemption in the years and in the Final Compounded Amounts and will accrete interest at the rates, as set forth on the inside front cover of this Official Statement.

Interest on the Series 2022A Capital Appreciation Bonds will accrue, but will not be payable until maturity or prior redemption, at the applicable rate set forth above, compounded semiannually on October 1 and April 1 of each year, commencing October 1, 2022. The Accreted Value with respect to the Series 2022A Capital Appreciation Bonds on October 1 and April 1 of each year will be as set forth on the Accreted Value Table included in APPENDIX I – ACCRETED VALUE TABLES” to this Official Statement. The Accreted Value with respect to the Series 2022A Capital Appreciation Bonds on any date other than October 1 and April 1 of any year will be calculated by the Trustee using straight line interpolation, which calculation will be binding absent manifest error.

Payment of the Final Compounded Amount or the redemption price of the Series 2022A Capital Appreciation Bonds will be made upon surrender of the Series 2022A Capital Appreciation Bonds to the Trustee.

If the Accreted Value of a Series 2022A Capital Appreciation Bond becomes due and payable, but has not been paid when due, and no provision is made for its payment, then interest on overdue Accreted Value and, to the extent lawful, on overdue interest will accrue at the rate applicable to such Series 2022A Capital Appreciation Bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture).

Terms of the Series 2022A Current Interest Bonds

The Series 2022A Current Interest Bonds will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event

such Series 2022A Current Interest Bond will bear interest from such 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 2022A Current Interest Bond will bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date, in which event such Series 2022A Current Interest Bond will bear interest from its date of initial delivery.

Interest on the Series 2022A Current Interest Bonds must be paid on each Interest Payment Date. Principal on the Series 2022A Current Interest Bonds must be paid on the applicable Principal Payment Date. Interest on the Series 2022A Current Interest Bonds must be calculated on the basis of a year of 360 days and twelve (12) thirty (30)-day months.

Terms of the Series 2022A Convertible Capital Appreciation Bonds

Under the Indenture, (i) during the period from the date of delivery of such Series 2022A Convertible Capital Appreciation Bond through the Conversion Date (the “Accretion Period”), the Series 2022A Convertible Capital Appreciation Bonds will constitute “Capital Appreciation Bonds” and (ii) subsequent to the Accretion Period, the Series 2022A Convertible Capital Appreciation Bonds will constitute “Current Interest Bonds.”

During the Accretion Period, interest on the Series 2022A Convertible Capital Appreciation Bonds will accrue, but will not be payable, at the applicable rate set forth above, compounded semiannually on October 1 and April 1 of each year, commencing October 1, 2022. The Accreted Value with respect to the Series 2022A Convertible Capital Appreciation Bonds on each October 1 and April 1 prior to the Conversion Date will be as set forth on the Accreted Value Table included in APPENDIX I – ACCRETED VALUE TABLES” to this Official Statement. Prior to the Conversion Date, the Accreted Value with respect to the Series 2022A Convertible Capital Appreciation Bonds on any date other than October 1 and April 1 will be calculated by the Trustee using straight line interpolation, which calculation will be binding absent manifest error.

Subsequent to the Accretion Period, each Series 2022A Convertible Capital Appreciation Bond will bear interest on the Accreted Value as of the Conversion Date (i.e., the principal amount), at the applicable rate set forth above. Such interest is calculated on the basis of a year of 360 days and twelve 30-day months. Each Series 2022A Convertible Capital Appreciation Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2022A Convertible Capital Appreciation Bond will bear interest from such 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 2022A Convertible Capital Appreciation Bond will bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date following the Conversion Date, in which event such Series 2022A Convertible Capital Appreciation Bond will bear interest from the Conversion Date. If interest on the Series 2022A Convertible Capital Appreciation Bonds is in default, Series 2022A Convertible Capital Appreciation Bonds issued in exchange for Series 2022A Convertible Capital Appreciation Bonds surrendered for transfer or exchange pursuant to the Indenture will bear interest from the Interest Payment Date to which interest has been paid in full on the Series 2022A Convertible Capital Appreciation Bonds surrendered.

Exchange of Series 2022A Bonds

Series 2022A Bonds which are delivered to the Registrar for exchange pursuant to the Indenture may be exchanged for an equal total principal amount or Initial Amount, as applicable, of Series 2022A Bonds of the same type, interest rate and maturity date in Authorized Denominations.

Terms of the Series 2022B Bonds

The Series 2022B Bonds will, upon initial issuance, be dated their date of initial delivery. The Series 2022B Bonds will be issued only in Authorized Denominations. Under the Indenture, the Series 2022B Bonds will consist of Capital Appreciation Bonds, Current Interest Bonds and/or Convertible Capital Appreciation Bonds. All payments in respect of the Series 2022B Bonds will be made by the Authority in lawful money of the United States of America.

Terms of the Series 2022B Capital Appreciation Bonds

The Final Compounded Amount of the Series 2022B Capital Appreciation Bonds is required to be paid on the applicable Principal Payment Date. The Series 2022B Capital Appreciation Bonds will be in the Initial Amounts and will mature, subject to prior redemption, in the years and in the Final Compounded Amounts and will accrete interest at the rates, as set forth on the inside front cover of this Official Statement. Interest on the Series 2022B Capital Appreciation Bonds will accrue, but will not be payable until maturity or prior redemption, at the applicable rate set forth above, compounded semiannually on October 1 and April 1 of each year, commencing October 1, 2022. The Accreted Value with respect to the Series 2022B Capital Appreciation Bonds on October 1 and April 1 of each year will be as set forth on the Accreted Value Table included in APPENDIX I – ACCRETED VALUE TABLES” to this Official Statement. The Accreted Value with respect to the Series 2022B Bonds on any date other than October 1 and April 1 of any year will be calculated by the Trustee using straight line interpolation, which calculation will be binding absent manifest error.

Payment of the Final Compounded Amount or the redemption price of the Series 2022B Capital Appreciation Bonds will be made upon surrender of the Series 2022B Capital Appreciation Bonds to the Trustee.

If the Accreted Value of a Series 2022B Capital Appreciation Bond becomes due and payable, but has not been paid when due, and no provision is made for its payment, then interest on overdue Accreted Value and, to the extent lawful, on overdue interest will accrue at the rate applicable to such Series 2022B Capital Appreciation Bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture).

Terms of the Series 2022B Current Interest Bonds

The Series 2022B Current Interest Bonds will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2022B Bond will bear interest from such 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 2022B Bond will bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date, in which event such Series 2022B Bond will bear interest from its date of initial delivery.

Interest on the Series 2022B Current Interest Bonds will be paid on each Interest Payment Date. Principal on the Series 2022B Current Interest Bonds must be paid on the applicable Principal Payment Date. Interest on the Series 2022B Current Interest Bonds is calculated on the basis of a year of 360 days and twelve (12) thirty (30)-day months.

Payment of principal of the Series 2022B Current Interest Bonds must be made upon surrender of such Series 2022B Current Interest Bonds to the Trustee. Payment of interest on the Series 2022B Current Interest Bonds which are not book-entry Series 2022B Current Interest Bonds must be paid by check or draft of the Trustee mailed by first-class mail to the person who is the registered Owner thereof on the Record Date, and such payment must be mailed to such Owner at his address as it appears on the registration books of the Registrar.

Terms of the Series 2022B Convertible Capital Appreciation Bonds

Under the Indenture, (i) during the Accretion Period, the Series 2022B Convertible Capital Appreciation Bonds will constitute “Capital Appreciation Bonds” and (ii) subsequent to the Accretion Period, the Series 2022B Convertible Capital Appreciation Bonds will constitute “Current Interest Bonds.”

During the Accretion Period, interest on the Series 2022B Convertible Capital Appreciation Bonds will accrue, but will not be payable, at the applicable rate set forth above, compounded semiannually on October 1 and April 1 of each year, commencing [October 1, 2022]. The Accreted Value with respect to the Series 2022B Convertible Capital Appreciation Bonds on each October 1 and April 1 prior to the Conversion Date will be as set forth on the Accreted Value Table included in APPENDIX I – ACCRETED VALUE TABLES” to this Official Statement. Prior to the Conversion Date, the Accreted Value with respect to the Series 2022B Convertible Capital Appreciation Bonds on any date other than October 1 and April 1 will be calculated by the Trustee using straight line interpolation, which calculation will be binding absent manifest error.

Subsequent to the Accretion Period, each Series 2022B Convertible Capital Appreciation Bond will bear interest on the Accreted Value as of the Conversion Date (i.e., the principal amount), at the applicable rate set forth above. Such interest will be calculated on the basis of a year of 360 days and twelve 30-day months. Each Series 2022B Convertible Capital Appreciation Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2022B Convertible Capital Appreciation Bond will bear interest from such 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 2022B Convertible Capital Appreciation Bond will bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date following the Conversion Date, in which event such Series 2022B Convertible Capital Appreciation Bond will bear interest from the Conversion Date. If interest on the Series 2022B Convertible Capital Appreciation Bonds will be in default, Series 2022B Current Interest Bonds issued in exchange for Series 2022B Convertible Capital Appreciation Bonds surrendered for transfer or exchange pursuant to the Indenture will bear interest from the Interest Payment Date to which interest has been paid in full on the Series 2022B Convertible Capital Appreciation Bonds surrendered to their maturity date or date fixed for redemption.

Exchange of Series 2022B Bonds

Series 2022B Bonds which are delivered to the Registrar for exchange pursuant to the Indenture may be exchanged for an equal total principal amount or Initial Amount, as applicable, of Series 2022B Bonds of the same type, interest rate and maturity date in Authorized Denominations.

Terms of the Series 2022C Bonds

The Series 2022C Bonds will, upon initial issuance, be dated their date of initial delivery. The Series 2022C Bonds will be issued only in Authorized Denominations. Under the Indenture, the Series 2022C Bonds will consist of Capital Appreciation Bonds, Current Interest Bonds and/or Convertible Capital Appreciation Bonds. All payments in respect of the Series 2022C Bonds will be made by the Authority in lawful money of the United States of America.

Terms of the Series 2022C Capital Appreciation Bonds

The Final Compounded Amount of the Series 2022C Capital Appreciation Bonds is required to be paid on the applicable Principal Payment Date. The Series 2022C Capital Appreciation Bonds will be in the Initial Amounts and will mature, subject to prior redemption, in the years and in the Final Compounded Amounts and will accrete interest at the rates, as set forth on the inside front cover of this Official Statement. Interest on the Series 2022C Capital Appreciation Bonds will accrue, but will not be payable until maturity or prior redemption, at the applicable rate set forth above, compounded semiannually on October 1 and April 1 of each year, commencing October 1, 2022. The Accreted Value with respect to the Series 2022C Capital Appreciation Bonds on October 1 and April 1 of each year will be as set forth on the Accreted Value Table included in APPENDIX I – ACCRETED VALUE TABLES” to this Official Statement. The Accreted Value with respect to the Series 2022C Bonds on any date other than October 1 and April 1 of any year will be calculated by the Trustee using straight line interpolation, which calculation will be binding absent manifest error.

Payment of the Final Compounded Amount or the redemption price of the Series 2022C Capital Appreciation Bonds will be made upon surrender of the Series 2022C Capital Appreciation Bonds to the Trustee.

If the Accreted Value of a Series 2022C Capital Appreciation Bond becomes due and payable, but has not been paid when due, and no provision is made for its payment, then interest on overdue Accreted Value and, to the extent lawful, on overdue interest will accrue at the rate applicable to such Series 2022C Capital Appreciation Bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture).

Terms of the Series 2022C Current Interest Bonds

The Series 2022C Current Interest Bonds will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event

such Series 2022C Current Interest Bond will bear interest from such 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 2022C Current Interest Bond will bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date, in which event such Series 2022C Current Interest Bond will bear interest from its date of initial delivery. If interest on the Series 2022C Current Interest Bonds will be in default, Series 2022C Current Interest Bonds issued in exchange for Series 2022C Current Interest Bonds surrendered for transfer or exchange pursuant to the Indenture will bear interest from the Interest Payment Date to which interest has been paid in full on the Series 2022C Current Interest Bonds surrendered to their maturity date or date fixed for redemption.

Interest on the Series 2022C Current Interest Bonds will be paid on each Interest Payment Date. Principal on the Series 2022C Current Interest Bonds will be paid on the applicable Principal Payment Date. Interest on the Series 2022C Current Interest Bonds is calculated on the basis of a year of 360 days and twelve (12) thirty (30)-day months.

Payment of principal of the Series 2022C Current Interest Bonds will be made upon surrender of such Series 2022C Bonds to the Trustee. Payment of interest on the Series 2022C Current Interest Bonds which are not Book-Entry Series 2022C Current Interest Bonds will be paid by check or draft of the Trustee mailed by first-class mail to the person who is the registered Owner thereof on the Record Date, and such payment will be mailed to such Owner at his address as it appears on the registration books of the Registrar.

Terms of the Series 2022C Convertible Capital Appreciation Bonds

Under the Indenture, (i) during the Accretion Period, the Series 2022C Convertible Capital Appreciation Bonds will constitute “Capital Appreciation Bonds” and (ii) subsequent to the Accretion Period, the Series 2022C Convertible Capital Appreciation Bonds will constitute “Current Interest Bonds.”

During the Accretion Period, interest on the Series 2022C Convertible Capital Appreciation Bonds will accrue, but will not be payable, at the applicable rate set forth above, compounded semiannually on October 1 and April 1 of each year, commencing October 1, 2022. The Accreted Value with respect to the Series 2022C Convertible Capital Appreciation Bonds on each October 1 and April 1 prior to the Conversion Date will be as set forth on the Accreted Value Table included in APPENDIX I – ACCRETED VALUE TABLES” to this Official Statement. Prior to the Conversion Date, the Accreted Value with respect to the Series 2022C Convertible Capital Appreciation Bonds on any date other than October 1 and April 1 will be calculated by the Trustee using straight line interpolation, which calculation will be binding absent manifest error.

Subsequent to the Accretion Period, each Series 2022C Convertible Capital Appreciation Bond will bear interest on the Accreted Value as of the Conversion Date (i.e., the principal amount), at the applicable rate set forth above. Such interest will be calculated on the basis of a year of 360 days and twelve 30-day months. Each Series 2022C Convertible Capital Appreciation Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2022C Convertible Capital Appreciation Bond will bear interest from such 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 2022C Convertible Capital Appreciation Bond will bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date following the Conversion Date, in which event such Series 2022C Convertible Capital Appreciation Bond will bear interest from the Conversion Date. If interest on the Series 2022C Convertible Capital Appreciation Bonds will be in default, Series 2022C Current Interest Bonds issued in exchange for Series 2022C Convertible Capital Appreciation Bonds surrendered for transfer or exchange pursuant to the Indenture will bear interest from the Interest Payment Date to which interest has been paid in full on the Series 2022C Convertible Capital Appreciation Bonds surrendered to their maturity date or date fixed for redemption.

Exchange of Series 2022C Bonds

Series 2022C Bonds which are delivered to the Registrar for exchange pursuant to the Indenture may be exchanged for an equal total principal amount or Initial Amount, as applicable, of Series 2022C Bonds of the same type, interest rate and maturity date in Authorized Denominations.

Book-Entry Series 2022 Bonds

When issued, the Series 2022 Bonds will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Series 2022 Bonds. Individual purchases may be made only in book-entry form. Purchasers will not receive certificates representing their interest in the Series 2022 Bonds purchased. Except as described below under “TAX MATTERS,” so long as Cede & Co. is the registered owner of the Series 2022 Bonds, as nominee of DTC, references herein to “Series 2022 Bondholders” or to “registered owners” mean Cede & Co. and not the Beneficial Owners of such Series 2022 Bonds. In this Official Statement, the term “Beneficial Owner” or “Bondholder” means the person for whom a DTC participant acquires an interest in the Series 2022 Bonds.

So long as Cede & Co. (or such other nominee name as an authorized officer of DTC may request) is the registered owner of the Series 2022 Bonds, the principal of, premium, if any, and interest on the Series 2022 Bonds are payable by the Trustee, as paying agent, to Cede & Co., as nominee for DTC which, in turn, is to remit such amounts to the DTC participants for subsequent disbursement to the Beneficial Owners. See “DTC AND ITS BOOK-ENTRY SYSTEM” in Appendix F.

Redemption*

Optional Redemption of Series 2022A Bonds.

The Series 2022A Capital Appreciation Bonds maturing on and after October 1, 20__ are not subject to optional redemption and the Series 2022A Capital Appreciation Bonds maturing on and after October 1, 20__ are subject to optional redemption, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022A Capital Appreciation Bonds as of the date fixed for redemption.

The Series 2022A Current Interest Bonds maturing on or before October 1, 20__ are not subject to optional redemption, and the Series 2022A Current Interest Bonds maturing on and after October 1, 20__ are subject to optional redemption, on any date on or after October 1, ____, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the principal amount of such Series 2022A Current Interest Bonds so redeemed plus accrued interest to the date fixed for redemption, without premium.

The Series 2022A Convertible Capital Appreciation Bonds maturing on or before October 1, 20__ are not subject to optional redemption, and the Series 2022A Convertible Capital Appreciation Bonds maturing on and after October 1, 20__ are subject to optional redemption, on any date on or after October 1, ____, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022A Convertible Capital Appreciation Bonds as of the date fixed for redemption.

Make-Whole Optional Redemption of Series 2022B Bonds.

The Series 2022B Bonds are subject to redemption at the option of the Authority at any time in whole or in part, at redemption price equal to the greater of:

- (1) 100% of the principal amount of the Series 2022B Bonds to be redeemed; or
- (2) the sum of the present value of the remaining scheduled payments of principal and interest to the stated maturity date of such Series 2022B Bonds to be redeemed, not including any portion of those payments of interest

* Preliminary, subject to change.

accrued and unpaid as of the date on which such Series 2022B Bonds are to be redeemed, discounted to the date on which such Series 2022 Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (defined below) plus [____] basis points, plus, in each case, accrued interest on such Series 2022B Bonds to be redeemed to but not including the redemption date.

“Treasury Rate” means, with respect to any redemption date, the yield to maturity as of such redemption date of U.S. Treasury securities with a constant maturity most nearly equal to the period from the redemption date to the maturity date of such Series 2022B Bond (taking into account any sinking fund installments for such Series 2022B Bonds); however, if the period from the redemption date to such maturity date (taking into account any sinking fund installments for such Series 2022B Bonds) is less than one year, the yield to maturity of the U.S. Treasury securities with a constant maturity of one year, in each case as compiled and published in the most recent Federal Reserve Release H.15 which has become publicly available at least two business days, but not more than 45 calendar days, prior to the redemption date (excluding inflation indexed securities) or, if such Release is no longer published, any publicly available source of similar market data reasonably selected by the Trustee.

Optional Redemption of Series 2022C Bonds.

The Series 2022C Capital Appreciation Bonds maturing on and after October 1, 20__ are not subject to optional redemption and the Series 2022C Capital Appreciation Bonds maturing on and after October 1, 20__ are subject to optional redemption, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022C Bonds as of the date fixed for redemption.

The Series 2022C Current Interest Bonds maturing on and after October 1, 20__ are not subject to optional redemption and the Series 2022C Current Interest Bonds maturing on and after October 1, 20__ are subject to optional redemption on any date on or after October 1, 20__, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the principal amount of such Series 2022C Current Interest Bonds so redeemed plus accrued interest to the date fixed for redemption, without premium.

The Series 2022C Convertible Capital Appreciation Bonds maturing on or before October 1, 20__ are not subject to optional redemption and the Series 2022C Convertible Capital Appreciation Bonds maturing on and after October 1, 20__ are subject to optional redemption on any date on or after October 1, 20__, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2022C Capital Appreciation Bonds as of the date fixed for redemption.

Mandatory Sinking Fund Redemption.

Mandatory Redemption of the Series 2022A Bonds. The Series 2022A Capital Appreciation Bonds maturing on October 1, [____] are subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective Accreted Values set forth below, in each case at a redemption price equal to the Accreted Value thereof, as of the date fixed for redemption:

Mandatory Redemption Date (October 1)	Accreted Value to be Redeemed
†	
†Maturity	

The Series 2022A Current Interest Bonds maturing on October 1, [____] are subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:

**Mandatory Redemption Date
(October 1)**

Principal Amount to be Redeemed

†
Maturity

The Series 2022A Convertible Capital Appreciation Bonds maturing on October 1, [____] are subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective [principal amounts] set forth below, in each case at a redemption price equal to the [principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption]:

**Mandatory Redemption Date
(October 1)**

Principal Amount to be Redeemed

†
Maturity

Mandatory Redemption of the Series 2022B Bonds. The Series 2022B Capital Appreciation Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective Accreted Values set forth below, in each case at a redemption price equal to the Accreted Value thereof, as of the date fixed for such redemption

**Mandatory Redemption Date
(October 1)**

Accreted Value to be Redeemed

†
Maturity

The Series 2022B Current Interest Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:

**Mandatory Redemption Date
(October 1)**

Principal Amount to be Redeemed

†
Maturity

The Series 2022B Convertible Capital Appreciation Bonds maturing on October 1, [____] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective [principal amounts] set forth below, in each case at a redemption price equal to the [principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption]:

**Mandatory Redemption Date
(October 1)**

Principal Amount to be Redeemed

†

†Maturity

Mandatory Redemption of the Series 2022C Bonds. The Series 2022C Capital Appreciation Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective Accreted Values set forth below, in each case at a redemption price equal to the Accreted Value thereof, as of the date fixed for redemption:

Mandatory Redemption Date (October 1)	Accreted Value to be Redeemed
--	--------------------------------------

†

†Maturity

The Series 2022C Current Interest Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:

Mandatory Redemption Date (October 1)	Principal Amount to be Redeemed
--	--

†

†Maturity

The Series 2022C Convertible Capital Appreciation Bonds maturing on October 1, [___] shall be subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective [principal amounts] set forth below, in each case at a redemption price equal to the [principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:]

Mandatory Redemption Date (October 1)	Principal Amount to be Redeemed
--	--

†

†Maturity

Extraordinary Redemption. The Master Indenture provides that the Bonds of each series, including each series of the Series 2022 Bonds, are subject to redemption prior to their stated maturity on any Interest Payment Date in whole or in part from Bond proceeds or Net Proceeds, upon receipt by the Trustee of a Certificate of an Independent Consultant stating that, by virtue of damage or destruction to the Project, it is not financially feasible to construct, rebuild or replace all or any portion of the Project so as to permit the Project to operate in a financially feasible manner following such destruction or damage, at a redemption price equal to 100% of the principal amount (or accreted value in the case of Bonds that are capital appreciation bonds) of each Series of Bonds to be redeemed, plus accrued interest thereon, on and to the date fixed for redemption and without premium. The Indenture provides that Bonds redeemed pursuant to this provision are to be redeemed in the following order of priority: (i) Senior Lien Bonds, (ii) First Subordinate Lien Bonds and (iii) the Second Subordinate Lien Bonds.

If less than all Outstanding Bonds of a particular level of priority are to be redeemed at any one time pursuant to this provision of the Master Indenture, the Trustee is to select Bonds from each Series of that priority

level on a proportionate basis and to select Bonds within each such Series to be redeemed from each maturity on a proportionate basis; provided that within each maturity such Bonds are to be selected by lot.

Notice of Redemption; Conditional Notice of Optional Redemption; Selection of Series 2022 Bonds for Redemption; Effect of Redemption and Cessation of Interest.

The Trustee is required to give notice of redemption (which, in the case of optional redemption, may be conditional), in the name of the Authority, to Bondholders of the Series 2022 Bonds to be redeemed pursuant to the Indenture at least thirty days (or at least twenty days for Book-Entry Series 2022 Bonds) but not more than sixty days before each date fixed for redemption. The Trustee is required to send such notices of redemption by first class mail (or with respect to the Series 2022 Bonds held by DTC, in accordance with DTC operating procedures) to each owner of a Series 2022 Bond to be redeemed; each such notice shall be sent to the owner's registered address.

Each notice of redemption is required to specify the Series 2022 Bonds to be redeemed, the date of issue, the maturity date thereof, if less than all Series 2022 Bonds of a maturity are called for redemption, the numbers of the Series 2022 Bonds, the Initial Amount and the CUSIP numbers assigned to the Series 2022 Bonds to be redeemed, the Accreted Value to be redeemed and the interest rate applicable to the Series 2022 Bonds to be redeemed, the date fixed for redemption, the redemption price, the place or places of payment, the Trustee's or Paying Agent's name, that payment will be made upon presentation and surrender of the Series 2022 Bonds to be redeemed to the Trustee, that interest, if any, accrued to the date fixed for redemption and not paid will be paid as specified in said notice, and that on and after said date interest thereon will cease to accrue on the Series 2022 Bonds called for redemption, to the extent that moneys for payment of the redemption price, including accrued interest to the date fixed for redemption, are being held in trust by the Trustee therefor. In the case of optional redemptions, each such notice is required to further state that the proposed redemption is conditioned on there being on deposit in the applicable account, on the date fixed for redemption, sufficient money to pay the full Accreted Value of the Series 2022 Bonds to be redeemed.

Failure to give any required notice of redemption as to any particular Series 2022 Bonds will not affect the validity of the call for redemption of any other Series 2022 Bonds with respect to which such failure does not occur. Any notice sent as provided herein will be conclusively presumed to have been given whether or not actually received by the addressee. When notice of redemption is given, Series 2022 Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price; provided that, in the case of optional redemption, sufficient money to pay the full redemption price of the Series 2022 Bonds to be redeemed is on deposit in the applicable account on the date fixed for redemption. In the event that funds are deposited by the Authority with the Paying Agent sufficient for redemption, interest on the Series 2022 Bonds to be redeemed will cease to accrue as of the date fixed for redemption.

[Subject to Update/Discussion] The Tax-Exempt Bonds may be selected for optional redemption by the Authority pursuant to the Indenture, in whole or in part, in such order of maturity as the Authority may direct and within a maturity by lot, selected in such manner as the Trustee may deem appropriate; provided that Tax-Exempt Bonds may be redeemed only in Authorized Denominations. Upon surrender of a Tax-Exempt Bond to be redeemed in part only, the Trustee will authenticate for the holder a new Tax-Exempt Bond or Tax-Exempt Bonds of the same maturity equal in Initial Amount to the unredeemed portion of the Tax-Exempt Bond surrendered.

[If less than all of the Series 2022B Bonds are to be redeemed, the particular maturities of Series 2022B Bonds to be redeemed at the option of the Authority will be determined by the Authority in its sole discretion.

If the Series 2022B Bonds are registered in book-entry only form and so long as DTC or a successor securities depository is the sole registered owner of such Series 2022B Bonds, if less than all of the Series 2022B Bonds of a maturity are called for prior redemption, the particular Series 2022B Bonds or portions thereof to be redeemed shall be allocated on a pro rata pass-through distribution of principal basis in accordance with DTC procedures, provided that, so long as the Series 2022B Bonds are held in book-entry form, the selection for redemption of such Series 2022B Bonds shall be made in accordance with the operational arrangements of DTC then in effect, and, if the DTC operational arrangements do not allow for redemption on a pro rata pass-through

distribution of principal basis, the Series 2022B Bonds will be selected for redemption, in accordance with DTC procedures, by lot.

The Authority intends that redemption allocations made by DTC be made on a pro rata pass-through distribution of principal basis as described above. However, neither the Authority nor the Underwriters can provide any assurance that DTC, DTC's direct and indirect participants or any other intermediary will allocate the redemption of Series 2022B Bonds on such basis.

In connection with any repayment of principal, including payments of scheduled mandatory sinking fund payments, the Paying Agent/Registrar will direct DTC to make a pass-through distribution of principal to the holders of the Series 2022B Bonds. A Pro Rata Pass-Through Distribution of Principal table is included as Appendix [] to this Official Statement and reflects the current schedule of mandatory sinking fund redemptions applicable to the Series 2022B Bonds and the factors applicable to such redemption amounts and remaining bond balances, which is subject to change upon certain optional redemptions. See "APPENDIX []—Principal Paydown Factor Table---Pro Rata Pass- Through Distribution of Principal."

For purposes of calculation of the "pro rata pass-through distribution of principal," "pro rata" means, for any amount of principal to be paid, the application of a fraction to each denomination of the respective Series 2022B Bonds where (a) the numerator of which is equal to the amount due to the respective bondholders on a payment date, and (b) the denominator of which is equal to the total original par amount of the respective Series 2022B Bonds.

If the Series 2022B Bonds are no longer registered in book-entry-only form, each owner will receive an amount of Series 2022B Bonds equal to the original face amount then beneficially held by that owner, registered in such investor's name. Thereafter, any redemption of less than all of the Series 2022B Bonds of any maturity will continue to be paid to the registered owners of such Series 2022B Bonds on a pro-rata basis, based on the portion of the original face amount of any such Series 2022B Bonds to be redeemed.]

On the date so designated for redemption, notice having been given in the manner and under the conditions provided in the Indenture and moneys for payment of the redemption price being held in trust to pay the redemption price, (a) the Series 2022 Bonds so called for redemption shall become due and payable on the date fixed for redemption, (b) interest on such Series 2022 Bonds will cease to accrue from and after such date fixed for redemption, (c) such Series 2022 Bonds will cease to be entitled to any lien, benefit or security under the Indenture and (d) the owners of such Series 2022 Bonds will have no rights in respect thereof except to receive payment of the redemption price. Series 2022 Bonds which have been duly called for redemption under the provisions of the Indenture and for which moneys for the payment of the redemption price thereof, together with interest accrued to the date fixed for redemption, have been set aside and held in trust for the holders of the Series 2022 Bonds to be redeemed, all as provided in the Indenture, will not be deemed to be Outstanding under the provisions of the Indenture.

Preferential Optional Redemption Priorities. As described below, the Authority agreed with the Series 2004 Bond Insurer and with the Series 2012 Lender that, the Authority would prepay, redeem, defease, retire or purchase First Subordinate Lien Bonds (and specifically, Series 2004A Bonds) and then Series 2012 Senior Lien Bonds with Revenues available pursuant to paragraph SEVENTEENTH under the Master Indenture (at the bottom of the flow of funds) before optionally prepaying, redeeming, defeasing, retiring or purchasing other Bonds with such Revenues to the extent permitted under the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Flow of Funds— SEVENTEENTH." The aforementioned covenants are for the benefit of, and enforceable by, the Series 2004 Bond Insurer and the Series 2012 Lender, and not holders of the Bonds.

Authority Purchases. The Authority reserves the right to use available funds to purchase any of the Series 2022 Bonds that are offered to the Authority at any price deemed appropriate by the Authority. Any purchase of Series 2022 Bonds may be made with or without tender of Series 2022 Bonds and at either public or private sale.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Limited Obligations

The Series 2022 Bonds are special, limited obligations of the Authority and are payable solely from, and are secured solely by a lien on, the Trust Estate. The Series 2022A Bonds and the Series 2022B Bonds are Senior Lien Bonds, payable and secured on a parity with the Authority's other Senior Lien Bonds and any Senior Lien Bonds that may be issued in the future in accordance with the Indenture. The Series 2022C Bonds are payable and secured on a parity with the Authority's other Second Subordinate Lien Bonds and any Second Subordinate Lien Bonds that may be issued in the future in accordance with the Indenture.

Pursuant to the Indenture, the Authority has assigned, and transferred to the Trustee, without recourse, and pledged and assigned to the Trustee and granted to the Trustee liens on and security interests in, the Trust Estate and all of its rights in the Trust Estate, including rights and remedies against the Ports and the Railroads, provided that the Trustee's exercise of any rights and remedies under the Use and Operating Agreement shall not impair either Railroad's rights to use the Rail Corridor, so long as such Railroad continues to pay Use Fees, Container Charges, M & O Charges (e.g. certain maintenance and operation expenses in connection with the Railroads use of the Rail Corridor and the Port-Owned Tracks) and other amounts owed by such Railroad under the Use and Operating Agreement.

As defined in the Indenture, the "Trust Estate" consists of all moneys, assets and rights to which the Authority is entitled, including (a) the Revenues, subject to application as provided in the Indenture, (b) moneys and securities held from time to time by the Trustee or any Paying Agent in certain of the funds and accounts created under the Indenture, (c) earnings on amounts referred to in the foregoing clauses (a) and (b), subject to certain limitations, (d) the Authority's rights to payment or otherwise under the Operating Agreement, the Use Permit, the Design-Build Contract and other contracts, agreements, payment or performance bonds and insurance policies relating to the Project or to the construction, use or operation thereof, (e) any liquidated or actual damages or insurance proceeds received by the Authority from any source pursuant to the agreements referred to in clause (d) or otherwise arising from the Project, (f) Net Proceeds, (g) the proceeds of any business interruption insurance or other insurance relating to the Project or to the construction, use or operation thereof, and (h) any and all other funds, assets, rights, properties or interests therein, which may from time to time after the date of the Master Indenture be pledged or assigned to the Trustee as additional security under the Indenture. See "AUTHORITY REVENUES—General" below and "SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—The Master Indenture—Granting Clause; Pledge of Revenues" in Appendix E.

The Indenture provides that such liens and security interests are a first and senior priority for the benefit of the owners of the Senior Lien Bonds, a second priority for the benefit of the owners of the First Subordinate Lien Bonds and a third priority for the benefit of the owners of the Second Subordinate Lien Bonds; but funds deposited in the M & O Fund and in the Reserve Account, described below under "Eleventh" and in the Rebate Fund and in the Indemnification Fund are not pledged to and do not secure payment of the Bonds. The Reserve Account is an account created in the Debt Service Reserve Fund pursuant to the Indenture, which is separate and apart from the M & O Fund. The M & O Fund is a deposit account for receipt of the M & O Charges from the Railroads. The Indenture also provides that additional security, including any Credit Facility or Debt Service Reserve Surety Policy, provided for specific Bonds or a specific Series of Bonds may, as provided by Supplemental Indenture, secure only such specific Bonds or Series of Bonds and, therefore, will not be included as security for all Bonds under the Indenture. The Indenture further provides that moneys and securities held in trust exclusively for Bonds that have become due and payable and moneys and securities that are held exclusively to pay Bonds that are deemed to have been paid under the Indenture shall be held solely for the payment of such specific Bonds.

The Bonds, including the Series 2022 Bonds, are not obligations of the State of California or any political subdivision of the State of California and are not obligations of any of the Cities, the Ports or the Railroads. The Project, including the Rail Corridor, is not security for the Bonds, and the Bonds are not secured by a lien on any properties or improvements of the Authority, the Cities, the Ports or the Railroads or by a pledge of any revenues of the Cities, the Ports or the Railroads. The Railroads and the Ports are obligated only to make certain payments

required by the Operating Agreement and are not responsible for paying, and are not guaranteeing the payment of, the principal or accreted value of, premium, if any, or interest on the Bonds. The Operating Agreement does not provide the Authority the right to unilaterally increase Use Fees and Container Charges to address Revenue shortfalls, including to pay debt service on its Bonds. See “AUTHORITY REVENUES—Shortfall Advances,” “BONDHOLDERS’ RISKS—Bonds are Limited Obligations of the Authority; Limited Sources of Funds,” “—Shortfall Advances are Limited, Subordinate Obligations of the Ports” below, “THE PORT OF LOS ANGELES” in Appendix B and “THE PORT OF LONG BEACH” in Appendix C.

Flow of Funds

The Operating Agreement generally describes how Revenues are to be collected and disbursed during each year and includes a specific order of priority for allocation and disbursement of Revenues. As permitted by the Operating Agreement, the Authority modified the order of priority set forth in the Operating Agreement, and described below is the modified order of priority as set forth in the Master Indenture, as amended by the Sixth Supplemental Indenture and the Eighth Supplemental Indenture.

The Indenture provides that Revenues received by the Trustee are to be deposited in the Revenue Fund created under the Indenture and that upon such receipt, such Revenues immediately become subject to the lien and pledge of the Indenture. Moneys in the Revenue Fund are to be set aside and transferred by the Trustee for the uses and in the order required by the Indenture (the “Flow of Funds”) as summarized below. The Series 2022A Bonds and the Series 2022B Bonds are “Senior Lien Bonds” and the Series 2022C Bonds are “Second Subordinate Lien Bonds” within the Flow of Funds. Under the Master Indenture, “Interest Payment Dates” are April 1 and October 1 for Current Interest Bonds, and “Principal Payment Date” is (a) for Current Interest Bonds, October 1 and (b) for Capital Appreciation Bonds, October 1 of any year in which the Final Compounded Amount of any Capital Appreciation Bond is due. See “AUTHORITY REVENUES—General” and “—Debt Service Schedule” below and “INDENTURE—Definitions” in Appendix E.

- FIRST:** Five Business Days prior to the last Business Day of each month, the Trustee is required to set aside and to transfer to the Debt Service Funds for the Senior Lien Bonds from funds deposited in the Revenue Fund amounts equal to the Debt Service Payment Requirement for the Senior Lien Bonds. The “Debt Service Payment Requirement” is a monthly deposit requirement. See “INDENTURE—Definitions” in Appendix E.
- SECOND:** Five Business Days prior to the last Business Day of each month, and subject to the transfer described in the paragraph under FIRST above, the Trustee is required to deposit in any Debt Service Reserve Account under a Supplemental Indenture for a Series of Senior Lien Bonds, if there is any deficiency therein, the Debt Service Reserve Fund Replenishment Payment for such Senior Lien Bonds, which includes the amount, if any, required to reimburse any Debt Service Reserve Surety Policy provider and in the case of the Series 2012 Debt Service Reserve Surety Agreement (the “Series 2012 Surety”), the amount required to be deposited into the 2012 Debt Service Reserve Account to reduce the amount of the Series 2012 Surety (the “2012 Annual Cash Deposits”). See “—Debt Service Reserve Fund.”
- THIRD:** Five Business Days prior to the last Business Day prior to each October 1, and subject to the transfers required under paragraphs FIRST and SECOND above, and pursuant to Requisitions, the Trustee is to pay the Financing Fees described below for the Senior Lien Bonds for the ensuing Bond Year to the extent the same were not paid out of Costs of Issuance.
- FOURTH:** Prior to the issuance of the Series 2004 Subordinate Lien Bonds and the prepayment of the 1999 Federal Loan, semiannual deposits to the Federal Loan Fund were to be deposited to provide for the payment of the amount coming due on the 1999 Federal Loan. The 1999 Federal Loan was prepaid with proceeds of the Series 2004 Bonds.

- FIFTH:** Five Business Days prior to each Interest Payment Date and Principal Payment Date during the time that any First Subordinate Lien Bonds are Outstanding, and subject to the transfers described in paragraphs FIRST through FOURTH above, the Trustee is required to set aside and to transfer to the Debt Service Funds for the First Subordinate Lien Bonds amounts equal to the Final Compounded Amount, or to the principal and/or interest to be due and payable on the First Subordinate Lien Bonds on such Interest Payment Date and Principal Payment Date.
- SIXTH:** Five Business Days prior to each Interest Payment Date and Principal Payment Date during the time that any First Subordinate Lien Bonds are Outstanding, and subject to the transfers described in paragraphs FIRST through FIFTH above, the Trustee is required to (i) pay any Debt Service Reserve Surety Repayment Obligation for any First Subordinate Lien Bonds, and after full repayment of all such Debt Service Reserve Surety Repayment Obligations for the First Subordinate Lien Bonds, (ii) deposit in any Debt Service Reserve Account established under a Supplemental Indenture for the First Subordinate Lien Bonds, if there is any deficiency therein, the amount necessary for the funds in such Debt Service Reserve Accounts to be equal to the Debt Service Reserve Requirement for the First Subordinate Lien Bonds.
- SEVENTH:** Five Business Days prior to the last Business Day prior to each October 1 and subject to the transfers required under paragraphs entitled FIRST through SIXTH above, and pursuant to Requisitions, the Trustee is required to pay the Financing Fees for the First Subordinate Lien Bonds for the ensuing Bond Year to the extent the same were not paid out of Costs of Issuance.
- EIGHTH:** Five Business Days prior to each Interest Payment Date and Principal Payment Date during the time that any Second Subordinate Lien Bonds are Outstanding and subject to the transfers described in paragraphs FIRST through SEVENTH above, the Trustee is required to set aside and transfer to the Debt Service Funds for the Second Subordinate Lien Bonds amounts equal to the Final Compounded Amount, or to the principal and/or interest to be due and payable on the Second Subordinate Lien Bonds on such Interest Payment Date and Principal Payment Date.
- NINTH:** Five Business Days prior to each Interest Payment Date and Principal Payment Date during the time that any Second Subordinate Lien Bonds are Outstanding and subject to the transfers described in paragraphs FIRST through EIGHTH above, the Trustee is required to (i) pay any Debt Service Reserve Surety Repayment Obligation for any Second Subordinate Lien Bonds, and after full repayment of all such Debt Service Reserve Surety Repayment Obligations, (ii) deposit in any Debt Service Reserve Account established for any Second Subordinate Lien Bonds, if there is any deficiency therein, any amount necessary for the funds in such Debt Service Reserve Accounts to be equal to the Debt Service Reserve Requirement for the Second Subordinate Lien Bonds.
- TENTH:** Five Business Days prior to the last Business Day prior to each October 1 and subject to the transfers described under paragraphs FIRST through NINTH above, and pursuant to Requisitions, the Trustee is required to pay the Financing Fees for the Second Subordinate Lien Bonds for the ensuing Bond Year to the extent the same were not paid from Costs of Issuance.
- ELEVENTH:** Five Business Days prior to the last Business Day prior to each Principal Payment Date following Substantial Completion and subject to the transfers described under paragraphs FIRST through TENTH above, and pursuant to written instructions from an Authorized Authority Representative, on October 1 of each year, the Trustee is required

to transfer an amount up to the Reserve Account Target to the Reserve Account pursuant to the Indenture.

- TWELFTH:** Five Business Days prior to the last Business Day prior to each October 1 and subject to the transfers described under paragraphs FIRST through ELEVENTH above and pursuant to Requisitions, the Trustee is to pay the Administrative Costs of the Authority in advance for the ensuing Bond Year to the extent the same were not paid from Costs of Issuance.
- THIRTEENTH:** Upon completion of the Annual Accounting and subject to meeting the requirements with respect thereto, and further subject to the transfers described under paragraphs FIRST through TWELFTH above and pursuant to written instructions from an Authorized Authority Representative and written approval by the Port Representatives for both Ports, the Trustee is required to pay amounts required to reimburse to the Ports the Benefit Amount (as defined in the Operating Agreement) in accordance with the Operating Agreement.
- FOURTEENTH:** Upon completion of the Annual Accounting and subject to meeting the requirements with respect thereto, and also subject to the transfers described under paragraphs FIRST through THIRTEENTH above, and pursuant to written instructions from an Authorized Authority Representative and written approval by the Port Representatives for both Ports, the Trustee is required to make any payments required to reimburse the Ports for their Port Advances in the following order of priority, with each item to be fully reimbursed before any subsequent items are reimbursed through such payment: (i) Net Project Costs (as defined in the Operating Agreement) advanced by POLA or POLB (either directly or through the Authority) prior to Substantial Completion that have not already been reimbursed to POLA or POLB from the proceeds of the financings or grants received by the Authority; (ii) Shortfall Advances, including Subsequent Shortfall Advances (mentioned below), made by either POLA or POLB pursuant to the Operating Agreement, plus interest thereon at the interest rate borne by six-month U.S. Treasury notes; (iii) amounts, if any, voluntarily advanced by POLA or POLB (either directly or through the Authority) in excess of the Shortfall Advances to pay all or a portion of the Annual Amount or any other obligation or liability of the Authority with respect to the Project; (iv) amounts, if any, voluntarily advanced by POLA or POLB after Substantial Completion, in excess of Shortfall Advances to cover the costs of the Authority specified in the Operating Agreement that have not already been reimbursed to POLA or POLB from the proceeds of the financings or grants received by the Authority; and (v) any amounts advanced by either POLA or POLB pursuant to the Operating Agreement. See “AUTHORITY REVENUES— Shortfall Advances.”
- FIFTEENTH:** Upon completion of the Annual Accounting and subject to meeting the requirements with respect thereto, and further subject to the transfers described under paragraphs FIRST through FOURTEENTH above, and pursuant to written instructions from an Authorized Authority Representative and written approval by the Port Representatives for both Ports, the Trustee is required to pay amounts required to reimburse to the Ports the Property Assembly Reimbursement (as defined in the Operating Agreement) in accordance with the provisions in the Operating Agreement.
- SIXTEENTH:** Upon completion of the Annual Accounting and subject to meeting the requirements with respect thereto, and further, subject to the transfers described under paragraphs FIRST through FIFTEENTH above, and pursuant to written instructions from an Authorized Authority Representative and the Railroads, the Trustee is required to deposit to the Reserve Account any amounts required under the Operating Agreement to reimburse the Railroads any amounts the Railroads previously paid for the costs of

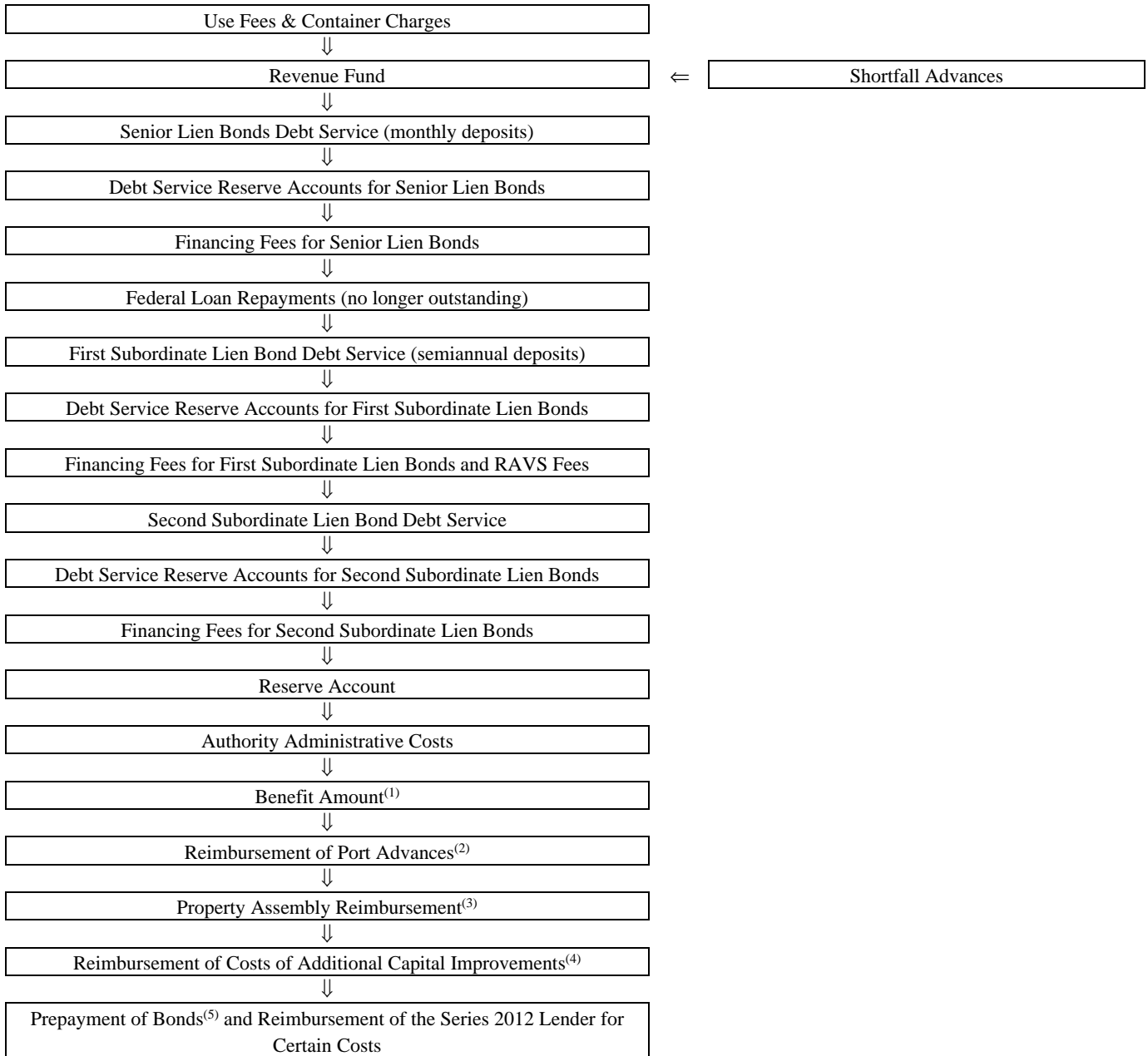
any Additional Capital Improvements (as defined in the Operating Agreement). On May 22, 2002, after the third track was added to the Mid-Segment described below, the Railroads waived their respective rights to reimbursement from the Reserve Account for costs incurred in connection with Additional Capital Improvements. See “THE RAIL CORRIDOR AND RELATED PROJECTS—Maintenance and Operation of the Project—Reserve Account” in Appendix A.

SEVENTEENTH: As soon as is practicable after and the end of each Bond Year following Substantial Completion and subject to the transfers described under paragraphs FIRST through SIXTEENTH above, and pursuant to written instructions from an Authorized Authority Representative, the Trustee is to apply Revenues in the following order of priority: (i) first, to prepay, redeem, defease, retire or purchase any Outstanding Bonds; provided the Authority is required at all times to maintain Outstanding Bonds in the principal amount of at least \$5,000 until such time as any amounts payable as described under clause (ii) of paragraph SEVENTEENTH are paid in full, and (ii) second, to pay any recovery of monies obtained by the Series 2012 Lender pursuant to the exercise of remedies under the 2012 Financing Agreement following a non-payment event of default under the 2012 Financing Agreement described above. In addition, the Authority covenanted with the Series 2004 Bond Insurer that, unless the Series 2004 Bond Insurer is in default, prepayments from Revenues available as described in this paragraph will be of First Subordinate Bonds before any other Bonds are prepaid, to the extent it is permitted to do so under the Indenture, and the Authority covenanted in the Eighth Supplemental Indenture that the Authority will prepay Series 2012 Senior Lien Bonds after the Series 2004A Bonds and before other Outstanding Bonds are prepaid from such Revenues, to the extent it is permitted to do so under the Indenture. The covenants described in the prior sentence are for the benefit of, and enforceable by, the Series 2004 Bond Insurer and the Series 2012 Lender, and not holders of the Bonds.

As defined in the Indenture, “Financing Fees” means (a) for the purposes described above under THIRD and TENTH (i) fees and charges of third party trustees, administrators, rating agencies, actuaries, insurance consultants, auditors, consultants, independent engineers, financial advisors, underwriters, attorneys or custodians incurred by the Ports or the Authority in connection with the Senior Lien Bonds and any Second Subordinate Lien Bonds, respectively, but not any Revenue Verification and Monitoring Fees described below and not any Series 2004 Bond Insurer Fees or other Financing Fees payable as described under SEVENTH, (ii) fees and costs incurred to obtain and renew letters of credit, bond insurance and other forms of credit enhancements facilities for such Bonds (including any amounts owed to Credit Providers pursuant to any reimbursement agreement or similar agreement entered into in connection with any Credit Facility) except as payable under SEVENTH, and (iii) any amounts necessary to make any rebate payments to the United States or otherwise comply with the provisions of the Code; and (b) for purposes described above under SEVENTH (i) fees and charges of third party trustees, administrators, rating agencies, actuaries, insurance consultants, auditors, consultants, independent engineers, financial advisors, underwriters, attorneys or custodians incurred by the Ports or the Authority in connection with the First Subordinate Lien Bonds, (ii) fees and costs incurred to obtain and renew letters of credit, bond insurance and other forms of credit enhancement facilities for the Bonds (including any amounts owed to Credit Providers pursuant to any reimbursement agreement or similar agreement entered into in connection with any Credit Facility) and in the case of the Series 2004 Bonds, the additional 25-basis point annual premium that would become payable to the Series 2004 Bond Insurer if the underlying ratings on the Series 2004 Subordinate Lien Bonds is lower than BBB- in the case of S&P or lower than Baa3 in the case of Moody’s, (iii) any amounts necessary to make any rebate payments to the United States or otherwise to comply with the provisions of the Code and (iv) fees and charges incurred by the Authority or a third party to monitor railcars and containers for purposes of verifying, reconciling and collecting Use Fees and Container Charges as provided in the Use and Operating Agreement (the “Revenue Verification and Monitoring Fees”). See “AUTHORITY REVENUES—Collection of Use Fees and Container Charges; Revenue Verification System.”

The following table illustrates the Flow of Funds provided under the Indenture. The table is not intended to be definitive and is qualified in its entirety by reference to the provisions of the Indenture.

Summary Flow of Funds Under the Indenture



⁽¹⁾ [Subject to Update] The Benefit Amount is defined in the Operating Agreement as an amount equal to 40% of the difference between the present value of the amount that will be paid using tax-exempt financing for a portion of the Project and the amount that would have been paid if taxable financing had been used for such portion of the financing of the Project. The Benefit Amount is allocated by POLA and POLB between themselves. As of [_____], the accrued liability for the Benefit Amount was \$[_____]. See APPENDIX E—“SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT.”

⁽²⁾ Port Advances include Shortfall Advances and certain other amounts advanced to the Authority by the Ports. As of February 28, 2022, the only outstanding Port Advances to be reimbursed to the Ports are the Shortfall Advances, which were outstanding in the amount of \$12,637,193. See APPENDIX E—“SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT.”

⁽³⁾ Property Assembly Reimbursement is the amount to be refunded by the Authority to the Ports as reimbursement for a portion of the amounts expended by the Ports to acquire property and related rights and interests necessary for the Project. As of [_____], the accrued liability for Property Assembly Reimbursement was \$[_____]. See APPENDIX E—“SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT.”

⁽⁴⁾ On May 22, 2002, after the third track was added to the Mid-Segment described below, the Railroads waived their respective rights to reimbursement from the Reserve Account for costs incurred in connection with Additional Capital Improvements. See “THE RAIL CORRIDOR AND RELATED PROJECTS—Maintenance and Operation of the Project—Reserve Account” in Appendix A.

⁽⁵⁾ The Authority has covenanted with the Series 2004 Bond Insurer and the Series 2012 Lender to prepay, redeem, defease, retire or purchase First Subordinate Lien Bonds (and specifically the Series 2004A Bonds) and then the Series 2012 Bonds prior to any other Outstanding Bonds as described above, to the extent it is permitted to do so under the Master Indenture. See “Flow of Funds—Seventeenth.” These covenants are for the benefit of, and enforceable by, the Series 2004 Bond Insurer and the Series 2012 Lender, and not holders of the Bonds.

Promptly after the end of each Bond Year, the Authority is required to perform a final accounting of Revenues paid from the flow of funds and prepare a projection of the Revenues to be available during the ensuing Bond Year to make the payments required pursuant to paragraphs FIRST through TWELFTH in the flow of funds, calculated by the Authority in accordance with the Master Indenture and generally accepted accounting principles. If the Authority determines that there are Revenues from Use Fees and Container Charges remaining at the end of the Bond Year then ended, after payment of the amounts required pursuant to paragraphs FIRST through TWELFTH in the flow of funds (the “Existing Excess Revenues”), the Authority is required to make provision from the Existing Excess Revenues for any payments due with respect to paragraphs FIRST through TWELFTH during the commencing Bond Year that are not anticipated to be covered by Use Fees and Container Charges during such Bond Year, based upon the projection contained in the final accounting, and thereafter any Existing Excess Revenues will be applied to the extent of Existing Excess Revenues first to pay the amount then outstanding pursuant to paragraphs THIRTEENTH, FOURTEENTH, and FIFTEENTH above applicable to the Bond Year that then ended.

As shown in the flow of funds above, the Ports are entitled to reimbursement from the Authority of certain amounts paid, advanced or incurred by the Ports, from revenues of the Authority at steps THIRTEENTH, FOURTEENTH, and FIFTEENTH of the flow of funds. The Ports [have each agreed to] waive their respective right to reimbursement for Bond Years ending September 30, 2022, 2023, 2024, 2025 and 2026 in order to facilitate the Authority’s restructuring of its outstanding debt by permitting the Authority to prepay, redeem, defease, retire, or purchase outstanding debt pursuant to paragraph SEVENTEENTH of the flow of funds. There can be no assurance that any such prepayment, redemption, defeasance, retirement, or purchase will occur in any such year, or at all.

Debt Service Reserve Fund

The Indenture establishes a Debt Service Reserve Fund for the payment of principal or accreted value of and interest on the Bonds, and provides for a separate debt service reserve account to be created within the Debt Service Reserve Fund for each Series of Bonds. Each Debt Service Reserve Account secures the payment only of the Bonds of that Series. The Indenture requires that for each Debt Service Reserve Account, cash or a Debt Service Reserve Surety Policy be deposited or credited to such Debt Service Reserve Account at the time of issuance of the Bonds of such Series in an amount, as of any date of calculation, equal to the least of (i) Maximum Annual Debt Service for such Series, (ii) 10% of the original principal and Initial Amount of such Series that have been issued, less the amount of original issue discount with respect to any such Bonds if such original issue discount exceeded 2% on such Bonds at the time of its original sale, and (iii) 125% of the average annual Debt Service on Bonds of such Series for each Bond Year in which Bonds of such Series are Outstanding (the “Debt Service Reserve Requirement”). Each Debt Service Reserve Account is to be maintained until there are no longer any Outstanding Bonds of the Series secured by such Debt Service Reserve Account. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—The Master Indenture—Debt Service Reserve Fund” in Appendix E.

The Indenture permits the Authority to satisfy its obligation to fund all or any portion of a Debt Service Reserve Requirement through cash or, subject to certain conditions described below, a Debt Service Reserve Surety Policy. The Debt Service Reserve Surety Policy may be an insurance policy, surety bond or surety agreement or a letter of credit deposited with the Trustee for the credit of a Debt Service Reserve Account within the Debt Service Reserve Fund in lieu of or in substitution for all or a portion of the cash or securities on deposit or to be deposited therein, provided that at the time of such deposit (i) the Debt Service Reserve Surety Policy extends to the final maturity of the related Series of Bonds, or if the Authority has agreed by Supplemental Indenture that it will replace such Debt Service Reserve Surety Policy prior to its expiration with cash or with another Debt Service Reserve Surety Policy which will have no adverse effect on the ratings, if any, then in effect on the applicable Series of Bonds, and (ii) the face amount of the Debt Service Reserve Surety Policy, together with the amount on deposit in the Debt Service Reserve Account, is at least equal to the Debt Service Reserve Requirement for the related Series of Bonds. The Indenture does not require the issuer of a Debt Service Reserve Surety Policy to have or to maintain any particular rating and does not require that a Debt Service Reserve Surety Policy be replaced if the original rating is reduced or withdrawn. The Indenture provides that in the event that a

Debt Service Reserve Surety Policy is deposited in a Debt Service Reserve Account in lieu of cash and securities then on deposit in such Debt Service Reserve Account, any amounts in such Debt Service Reserve Account in excess of the Debt Service Reserve Requirement will be transferred to the Debt Service Fund for the Bonds of such series, unless an Event of Default exists under the Indenture, in which event the excess amounts are to be retained in such Debt Service Reserve Account. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—The Master Indenture—Debt Service Reserve Fund” in Appendix E.

In connection with the issuance of the Series 1999 Senior Lien Bonds, the Authority deposited surety bonds issued by the Series 1999 Bond Insurer in the total face amount of \$90.1 million. In connection with the issuance of the Series 2012 Senior Lien Bonds, the Authority deposited a Series 2012 Surety from the Ports in the total amount of \$7.2 million. In connection with the issuance of the Series 2016B Bonds, the Authority deposited a Series 2016 Surety from the Ports in the total amount of \$[10.7] million.

The Debt Service Reserve Account for the Series 2004 Subordinate Lien Bonds is funded with cash deposits that are invested as described below.

The Debt Service Reserve Requirement for the Series 2016A Bonds at the time of their delivery was \$3,428,000 and was satisfied with the proceeds of the Series 2016A Bonds. The Debt Service requirement of the Series 2016B Bonds at the time of their delivery was \$55,686,000, and a Debt Service Reserve Surety Policy issued by Assured Guaranty Municipal Corp., (the “Series 2016B Bond Insurer”), purchased with a portion of the proceeds of the Series 2016B Bonds.

The table below shows the balance and method of funding of the debt service reserves (whether cash or surety) for each of the Outstanding Bonds as of April 30, 2022.

	Series 1999A Bonds	Series 1999C Bonds	Series 2012 Bonds	Series 2013A Bonds	Series 2004A Bonds	Series 2004B Bonds	Series 2016A Bonds	Series 2016B Bonds
Outstanding Balance	\$40,340,000	\$49,745,430	\$7,502,326	\$24,832,500	\$33,565,805	\$24,572,091	\$3,549,930	\$55,686,000
Method of Funding	Surety	Surety	Cash	Surety	Cash	Cash	Cash	Surety

The Debt Service Reserve Requirements for the Series 2022 Bonds is \$[_____], which is to be satisfied with proceeds of the Series 2022 Bonds.

Additional Bonds

The Indenture permits the issuance of additional Bonds, including variable-rate Bonds that may be secured by letters of credit or other credit facilities, payable on a parity with the Senior Lien Bonds, the First Subordinate Lien Bonds, or the Second Subordinate Lien Bonds and provides that the Authority may also issue Second Subordinate Lien Bonds as described below and in the “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—The Master Indenture—Additional Bonds” in Appendix E.

Additional Senior Lien Bonds. In addition to its original covenants in the Master Indenture, the Authority has covenanted with the Series 2012 Lender, the Series 2004 Bond Insurer and the Series 2013A Bond Insurer that the Authority will not issue any Senior Lien Bonds (other than Refunding Bonds) pursuant to the Master Indenture unless the Authority has obtained the prior written consents of the Series 2012 Lender, the Series 2004 Bond Insurer (so long as the Series 2004 Bond Insurer is not in default) and the Series 2013A Bond Insurer (subject to the limitations set forth in the Ninth Supplemental Indenture), respectively. Refunding Bonds that are Senior Lien Bonds may be issued without complying with the tests described below and without the consent of the Series 2012 Lender, the Series 2004 Bond Insurer or the Series 2013A Bond Insurer, provided that the Authority delivers to the Trustee and to the Series 2012 Lender a certificate of an Authorized Authority Representative showing (1) that Maximum Annual Debt Service after the issuance of such Refunding Bonds will not exceed Maximum Annual Debt Service prior to the issuance of such Refunding Bonds and (2) so long as the

Series 2012 Senior Lien Bonds are Outstanding, that either (A) aggregate Debt Service on all Senior Lien Bonds will not be increased or (B) that Dedicated Revenues (modified as described below) are equal to at least 125% of Debt Service on Senior Lien Bonds in each year in which the Series 2012 Senior Lien Bonds are Outstanding. See “—Modified Calculation of Dedicated Revenues for Additional Bond Tests.”

The Authority covenants in the Ninth Supplemental Indenture that, subject to the limitations contained therein, the Authority will not issue any additional Senior Lien Bonds (other than Refunding Bonds) without the consent of the Series 2013A Bond Insurer and that without the consent of the Series 2013A Bond Insurer no Senior Lien Bonds (including Refunding Bonds) will be issued if there exists an Event of Default (except a default that would be cured by the issuance of such refunding Senior Lien Bonds) or if the Series 2013A Debt Service Reserve Account is not fully funded at its Debt Service Reserve Requirement.

The Authority has also covenanted that, as a condition to the issuance of additional Senior Lien Bonds (other than Refunding Bonds), the Authority will deliver to the Trustee, in addition to the consents described above: (i) a certificate prepared by an Authorized Authority Representative showing that the Dedicated Revenues, as calculated by an independent consultant acceptable to the Series 2012 Lender and to the Series 2004 Bond Insurer and in accordance with the Indenture and generally accepted accounting principles, for any twelve (12) consecutive months out of the eighteen (18) consecutive months immediately preceding the date of issuance of the proposed Series of Senior Lien Bonds were at least equal to 125% of Maximum Annual Debt Service on all Senior Lien Bonds, calculated as if the proposed Series of Senior Lien Bonds were then Outstanding; or (ii) a certificate, dated as of a date between the date of pricing of the Senior Lien Bonds proposed to be issued and the date of delivery of such Senior Lien Bonds, prepared by an Authorized Authority Representative showing that the estimated Dedicated Revenues, as calculated by an independent consultant acceptable to the Series 2012 Lender and to the Series 2004 Bond Insurer in accordance with the Indenture and generally accepted accounting principles, for each Bond Year from the date of issuance of such Senior Lien Bonds through the date of final maturity of all Senior Lien Bonds, will be at least equal to 125% of Debt Service for each Bond Year on all Senior Lien Bonds, calculated as if the proposed Series of Senior Lien Bonds were then Outstanding. The Authority also is required to deliver to the Trustee a certificate prepared by an Authorized Authority Representative showing that the estimated Dedicated Revenues, as calculated by an independent consultant acceptable to the Series 2012 Lender and the Series 2004 Bond Insurer and in accordance with the Indenture and generally accepted accounting principles, for each Bond Year from the date of issuance of such Senior Lien Bonds through the date of final maturity of all Outstanding Bonds, will be at least equal to 110% of Debt Service on all Outstanding Bonds for each Bond Year calculated as if the proposed Series of Senior Lien Bonds were then Outstanding.

Calculation of Dedicated Revenues for Additional Bond Tests. As defined in the Master Indenture, “Dedicated Revenues” means the Use Fees and Container Charges, Contingent Port Obligations and the earnings on all funds and accounts held by the Trustee under the Indenture (but not including the Rebate Fund). The Indenture provides, however, that Dedicated Revenues at a particular level of priority shall only include the sum of interest earnings on the Debt Service Accounts and Debt Service Reserve Funds with respect to such level of priority to the extent such earnings are required to be deposited or retained in such Debt Service Accounts and Debt Service Reserve Funds and that Dedicated Revenues shall not include funds to be deposited in or earnings on the moneys held in the Federal Loan Fund, the M & O Fund or the Reserve Account. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—Definitions” in Appendix E.

Modified Calculation of Dedicated Revenues for Additional Bond Tests. The Authority has covenanted with the Series 2012 Lender and with the Series 2004 Bond Insurer (so long as the Series 2004 Bond Insurer is not in default) that for purposes of issuing additional Bonds only, an independent consultant acceptable to the Series 2004 Bond Insurer and to the Series 2012 Lender will be required to calculate Dedicated Revenues as follows: (1) in each Bond Year (October 1 - September 30), Contingent Port Obligations shall be 40% of Debt Service on all Outstanding Bonds, calculated as if the proposed Series of Bonds to be issued were Outstanding; and (2) Use Fees and Container Charges shall be the Use Fees and Container Charges that were collected in any twelve (12) consecutive months out of the eighteen (18) consecutive months immediately preceding the date of issuance of the proposed Series of Bonds, increased each January 1 at a rate of 1.5%, or such other minimum rate of fee escalation specified in the Operating Agreement; provided, however, that (i) if the rating of either Port is

(A) less than AA- but higher than BBB+ (in the case of S&P) or (B) less than Aa3 but higher than Baa1 (in the case of Moody's), then "Contingent Port Obligations," for purposes of this calculation only, is to be deemed to be 20% (instead of 40%) of each year's Debt Service on all Outstanding Bonds, calculated as if the proposed Series of Bonds to be issued were Outstanding; and (ii) if the rating of either Port is (A) less than A- (in the case of S&P) or (B) less than A3 (in the case of Moody's), then "Contingent Port Obligations," for purposes of this calculation only, is to be deemed to be 0% (instead of 40%) of each year's Debt Service on all Outstanding Bonds, calculated as if the proposed Series of Bonds to be issued were Outstanding.

Additional First Subordinate Lien Bonds. The Authority has covenanted with the Series 2012 Lender and the Series 2004 Bond Insurer (so long as the Series 2004 Bond Insurer is not in default) that so long as Series 2012 Bonds and the Series 2004 Bonds, respectively, are Outstanding, as a condition to the issuance of additional First Subordinate Lien Bonds (other than Refunding Bonds) the Authority will be required to deliver to the Trustee: (i) a certificate prepared by an Authorized Authority Representative showing that the Dedicated Revenues, calculated by an independent consultant acceptable to the Series 2012 Lender and the Series 2004 Bond Insurer as described above for any twelve (12) consecutive months out of the eighteen (18) consecutive months immediately preceding the date of issuance of the proposed Series of First Subordinate Lien Bonds were at least equal to 110% of Maximum Annual Debt Service on all Outstanding Bonds calculated as if the proposed Series of First Subordinate Lien Bonds were then Outstanding; or (ii) a certificate, dated as of a date between the date of pricing of the First Subordinate Lien Bonds proposed to be issued and the date of delivery of such First Subordinate Lien Bonds, prepared by an Authorized Authority Representative showing that the estimated Dedicated Revenues, as calculated by an independent consultant calculated as described above for each Bond Year from the date of issuance of such First Subordinate Lien Bonds through the date of final maturity of all First Subordinate Lien Bonds will be at least equal to 110% of Debt Service on all Outstanding Bonds for each Bond Year, calculated as if the proposed Series of First Subordinate Lien Bonds were then Outstanding.

The Indenture requires that in the case of the issuance of refunding First Subordinate Lien Bonds that the Authority deliver to the Trustee a certificate of an Authorized Authority Representative showing that Maximum Annual Debt Service after the issuance of such Refunding Bonds will not exceed Maximum Annual Debt Service prior to the issuance of such Refunding Bonds.

In connection with the issuance of the Series 2022 Bonds, the Authority expects to deliver a certificate to the Trustee to the effect that the Maximum Annual Debt Service after the issuance of the Series 2022 Bonds will not exceed Maximum Annual Debt Service prior to the issuance of the Series 2022 Bonds.

Additional Second Subordinate Lien Bonds. The Series 2016B Bonds were the initial Second Subordinate Lien Bonds to be issued. The Series 2022C Bonds will be the second Second Subordinate Lien Bonds to be issued.

The Master Indenture, as amended, sets forth conditions the Authority must satisfy before issuing any additional Second Subordinate Lien Bonds after the Series 2016B Bonds are issued. As so amended, the Master Indenture permits the issuance of additional Second Subordinate Lien Bonds to refund Bonds previously issued under the Indenture or to pay Costs of the Project, provided that prior to or simultaneously with the delivery of such additional Second Subordinate Lien Bonds of each Series the Authority delivers to the Trustee a certificate prepared by an Authorized Authority Representative showing either (1) that estimated Dedicated Revenues, calculated in accordance with the Master Indenture and generally accepted accounting principles, for each Bond Year through the date of final maturity of all Second Subordinate Lien Bonds will be at least equal to 105% of Debt Service on all Outstanding Bonds; or (2) that Maximum Annual Debt Service on all Outstanding Second Subordinate Lien Bonds after the issuance of the additional Second Subordinate Lien Bonds will not exceed Maximum Annual Debt Service prior to the issuance of such additional Second Subordinate Lien Bonds. See "SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—Supplemental Indentures—Amendments to the Master Indenture" in Appendix E.

Permitted Investments

Moneys held by the Trustee in the funds and accounts established pursuant to the Indenture are to be invested and reinvested as directed by the Authority in Permitted Investments, subject to any additional restrictions

set forth in a Supplemental Indenture. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—The Master Indenture—Investments” and “—Debt Service Reserve Fund” in Appendix E. The Authority has retained Chandler Asset Management, Inc. as the Authority’s investment consultant in connection with the Authority’s direction of the investment and reinvestment of moneys held by the Trustee under the Indenture. The investment consultant is responsible for selecting investments based upon the requirements of the Indenture and the Authority’s investment policy.

The 2000 Forward Delivery Agreement. Moneys held by the Trustee in each Debt Service Fund with respect to the Series 1999 Senior Lien Bonds and the Series 2012 Bonds are invested pursuant to a Forward Delivery Agreement dated as of July 12, 2000 (as amended, the “2000 Forward Delivery Agreement”), by and among the Authority, the Trustee and Bank of America, N.A. (the “Provider”). The Provider is an affiliate of Merrill Lynch, Pierce, Fenner & Smith Incorporated. The 2000 Forward Delivery Agreement, which has been amended three times since 2000 and is expected to be amended at the time the Series 2022 Bonds are issued pursuant to a Fourth Amendment, is a Permitted Investment under the Indenture. Pursuant to the 2000 Forward Delivery Agreement, the Trustee is required to purchase, and the Provider is required to deliver to the Trustee as custodian, certain qualified U.S. government securities (the “Qualified Securities”), at a price (the “Purchase Price”) that produces an annual 6.7% rate of return on such securities for the period from and including the date of their delivery to (but excluding) their maturity date. The Provider may transfer its rights and obligations under the 2000 Forward Delivery Agreement (i) without the consent of the Authority or the Trustee to any subsidiary or affiliate of the Provider, or (ii) with the Authority’s prior written consent and upon notice to the Trustee. Unless terminated earlier, the 2000 Forward Delivery Agreement expires on the later of (i) October 1, 2023 and (ii) the date on which the Provider, the Authority and the Trustee have satisfied all of their obligations thereunder.

The Authority may, by giving the Provider at least 30 days’ prior written notice, redeem, defease, repurchase or refund the Series 1999 Senior Lien Bonds as provided in the Indenture. The 2000 Forward Delivery Agreement provides that in the event of such redemption, defeasance, repurchase or refunding, the 2000 Forward Delivery Agreement will automatically terminate but that in the event the Series 1999 Senior Lien Bonds are being refunded by a new issuance of bonds, the Provider, at the request of the Authority, will not terminate the 2000 Forward Delivery Agreement if certain conditions thereunder are satisfied. The conditions were satisfied when a portion of the Series 1999A Bonds were refunded with proceeds of the Series 2012 Bonds and again in connection with the issuance of the Series 2013A Bonds and the Authority has given notice to the Provider and expects that these conditions will be satisfied in connection with the issuance of the Series 2022A Bonds and the Series 2023A Bonds.

The Provider has the right to terminate the 2000 Forward Delivery Agreement upon the occurrence of any of the following events (each, an “Issuer Event of Default”): (i) the Authority fails to deposit funds in the Debt Service Fund with respect to the Series 1999 Senior Lien Bonds in accordance with the terms of the applicable Indenture or the Trustee for any other reason fails to purchase the Qualified Securities at the Purchase Price; (ii) the Authority defaults in the performance of any covenant or obligation under the 2000 Forward Delivery Agreement and fails to timely cure such defaults; (iii) the Authority fails to comply with its material covenants or agreements under the Indenture, and such failure has an adverse impact on the Provider’s rights and/or obligations under the 2000 Forward Delivery Agreement; (iv) any representation or warranty of the Authority contained in the 2000 Forward Delivery Agreement proves to have been incorrect in any material aspect as of the date on which it was made; (v) the Authority is at any time insolvent; (vi) the interest and principal outstanding for the Series 1999 Senior Lien Bonds are declared due and payable at any time prior to the scheduled maturity thereof; (vii) there is an investment of amounts in the Debt Service Funds with respect to the Series 1999 Senior Lien Bonds that is not expressly permitted under the 2000 Forward Delivery Agreement; or (viii) the Authority defaults in its obligations in respect of borrowed money which, in the aggregate, exceed \$10 million, and fails to timely cure such defaults.

In the event that the 2000 Forward Delivery Agreement is terminated pursuant to a redemption, defeasance, repurchase or refunding of the applicable Series 1999 Senior Lien Bonds or pursuant to an Issuer Event of Default, a Trustee Event of Default or a Provider Event of Default, depending on then-current market conditions, the Authority may be required to pay a substantial termination payment to the Provider. In the event

that the Provider's long-term unsecured credit rating is downgraded below certain levels as set forth in the 2000 Forward Delivery Agreement, the Authority may, at its option, terminate the 2000 Forward Delivery Agreement and, depending on market conditions at the time of such termination, may collect from the Provider, or be required to pay to the Provider, a termination payment. In 2012, following a reduction in its ratings, the Provider posted collateral to secure payment of its obligations under the 2000 Forward Delivery Agreement. The 2000 Forward Delivery Agreement entails risks to the Authority. The counterparty may fail or be unable to perform and the Authority may be required to make significant payments in the event of an early termination of the 2000 Forward Delivery Agreement.

Insurance Covenants

The Indenture requires the Authority to obtain or cause to be obtained and to keep continuously in force for so long as any Bonds are Outstanding, the following insurance with respect to the Project (as defined in the Indenture and which includes, among other things, the Rail Corridor and the related improvements):

Liability Insurance—a commercial general liability insurance policy or policies to protect the Authority, the Trustee and the officers, agents and employees of each from liability for damages from bodily injury or property damage caused by or arising from the acts or omissions of such parties or occasioned by reason of the construction, condition or operation of the Project with limits of not less than \$25,000,000 per occurrence. The commercial general liability insurance policy or policies may be subject to deductible clauses in amounts customary for such types of insurance policies, and the Authority may provide other kinds of insurance or methods or plans of protection, including self-insurance, provided such other alternative is approved by an independent insurance consultant. Each liability insurance policy is to name POLA and POLB as additional insureds.

Property Insurance—a policy or policies of property insurance on the Project insuring against loss or damage by fire, lightning, explosion, windstorm, riot, aircraft, vehicle damage, smoke, vandalism and malicious mischief and such other perils as are normally covered by such policies, and insurance protecting against loss or damage by flood and earthquake (if and only to the extent available on the open market from reputable insurance companies at a reasonable cost) with limits of not less than the lesser of (i) maximum probable loss with respect to the Project as determined by an independent insurance consultant; or (ii) the principal amount of all Bonds then Outstanding. The Authority has determined that only a minimum amount of flood and earthquake insurance coverage is available under the terms described above. Each property insurance policy is to name the Trustee and the Authority as loss payee as their interest may appear and POLA and POLB as additional insureds. See “THE RAIL CORRIDOR AND RELATED PROJECTS” in Appendix A and “BONDHOLDERS’ RISKS—Seismic Risks and Other Events of Force Majeure; Limited or No Insurance Coverage.”

Business Interruption Insurance—business interruption insurance to cover loss, total or partial, of the use of the Project as a result of any of the hazards covered by the casualty insurance described under “Property Insurance” above in an amount not less than the total Debt Service payable on all Outstanding Bonds for any period of one year following Substantial Completion of the Rail Corridor. Each such policy may be subject to a deductible clause in an amount customary and reasonable for such policies; provided, however, in no event shall any such deductible exceed the maximum amount set forth in the Operating Agreement. See “THE RAIL CORRIDOR AND RELATED PROJECTS” in Appendix A and “BONDHOLDERS’ RISKS—Seismic Risks and Other Events of Force Majeure; Limited or No Insurance Coverage.”

Payment of Premiums and Application of Net Proceeds—The Indenture and the Operating Agreement provide that premiums and any deductible in respect of property insurance, including business interruption insurance, are to be M & O Charges payable by the Railroads and that other insurance premiums and deductibles are to be Administrative Costs payable by the Authority from Revenues.

The Indenture requires that the Trustee use any Net Proceeds of property insurance (excluding any proceeds of business interruption insurance) to (1) repair or replace the damaged or destroyed facilities, (2) redeem Bonds or (3) create an escrow fund pledged to pay specified Bonds and thereby cause such Bonds to be deemed to be paid as provided in the Indenture. See “DESCRIPTION OF THE SERIES 2022 BONDS—Redemption—Extraordinary Redemption.”

Certain Other Covenants of the Authority

The Authority has made certain other covenants in the Indenture with respect to the Rail Corridor and the related improvements. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—The Master Indenture—Covenants of the Authority” in Appendix E.

Events of Default and Remedies

The Indenture specifies a number of Events of Defaults and remedies. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—The Master Indenture—Events of Default and Remedies” in Appendix E for a description of Events of Default and remedies.

Rights of the Series 2012 Lender, the Series 1999 Bond Insurer, the Series 2004 Bond Insurer, the Series 2013A Bond Insurer, and the Series 2016B Bond Insurer

The Authority has made separate covenants with the Series 1999 Bond Insurer, the Series 2004 Bond Insurer, the Series 2012 Lender, the Series 2013A Bond Insurer, and the Series 2016B Bond Insurer. These covenants may be enforceable only by the Insurers or the Series 2012 Lender, respectively, and not by the Trustee or the Bondholders, but in some circumstances a breach of the covenants may be an event of default under the Indenture. In addition, the Bond Insurers (so long as they are not in default under their respective policies) have the rights to direct or consent to actions of the Trustee and to direct proceedings under the Indenture to the same extent and in place of the registered owners of the applicable Series of Bonds.

Rights of the Series 2022 Bond Insurer(s)*

[Insurance provisions subject to confirmation]

The Twelfth Supplemental Indenture provides that, subject to the conditions set forth in the Twelfth Supplemental Indenture (including that the Series 2022A Bond Insurer not be in default), the written consent of the Series 2022A Bond Insurer will be required in lieu of the consent, approval, direction or appointment of the holders of the Insured Series 2022A Bonds whenever a consent, approval, direction or appointment by such holders is required or permitted under the Indenture, including, without limitation, for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that such holders are entitled to take pursuant to the Indenture pertaining to (i) defaults and remedies, (ii) the duties and obligations of the Trustee and (iii) any amendment, supplement, modifications to, waiver of, the Indenture that requires the consent of Holders of the Insured Series 2022A Bonds or adversely affects the rights and interest of the Series 2022A Bond Insurer. The Twelfth Supplemental Indenture also provides that to eliminate any doubt, the holders of the Insured Series 2022A Bonds will have no right to give any consent, approval, direction or appointment required or permitted by the Indenture to be given by such holders.

Pursuant to the Twelfth Supplemental Indenture, the Authority agrees that, among other things, without the written consent of the Series 2022A Bond Insurer (unless the Series 2022A Bond Insurer is in default), the Authority will (i) not approve or agree to any amendment, waiver or other modification of the Operating Agreement which could be reasonably expected to result in a material impairment of the security for the Series 2022A Bonds or adversely affect the Series 2022A Bond Insurer’s rights and interests under the Indenture or its obligations under the Series 2022A Bond Insurance Policy or the Series 2022A Reserve Policy, if any, or (ii) not issue any additional Senior Lien Bonds, First Subordinate Lien Bonds or Second Subordinate Lien Bonds (other than refunding Bonds). All of the Authority’s covenants in the Twelfth Supplemental Indenture for the benefit of the Series 2022A Bond Insurer may be waived, modified or otherwise agreed to by the Series 2022A Bond Insurer.

The Thirteenth Supplemental Indenture provides that, subject to the conditions set forth in the Thirteenth Supplemental Indenture (including that the Series 2022B Bond Insurer not be in default), the written consent of the Series 2022B Bond Insurer will be required in lieu of the consent, approval, direction or appointment of the holders of the Insured Series 2022B Bonds whenever a consent, approval, direction or appointment by such holders is required or permitted under the Indenture, including, without limitation, for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that such holders are entitled to take pursuant to the Indenture pertaining to (i) defaults and remedies, (ii) the duties and obligations of

the Trustee and (iii) any amendment, supplement, modifications to, waiver of, the Indenture that requires the consent of Holders of the Insured Series 2022B Bonds or adversely affects the rights and interest of the Series 2022B Bond Insurer. The Thirteenth Supplemental Indenture also provides that to eliminate any doubt, the holders of the Insured Series 2022B Bonds will have no right to give any consent, approval, direction or appointment required or permitted by the Indenture to be given by such holders.

Pursuant to the Thirteenth Supplemental Indenture, the Authority agrees that, among other things, without the written consent of the Series 2022B Bond Insurer (unless the Series 2022B Bond Insurer is in default), the Authority will (i) not approve or agree to any amendment, waiver or other modification of the Operating Agreement which could be reasonably expected to result in a material impairment of the security for the Series 2022B Bonds or adversely affect the Series 2022B Bond Insurer's rights and interests under the Indenture or its obligations under the Series 2022B Bond Insurance Policy or the Series 2022B Reserve Policy, if any, or (ii) not issue any additional Senior Lien Bonds, First Subordinate Lien Bonds or Second Subordinate Lien Bonds (other than refunding Bonds). All of the Authority's covenants in the Thirteenth Supplemental Indenture for the benefit of the Series 2022B Bond Insurer may be waived, modified or otherwise agreed to by the Series 2022B Bond Insurer.

The Fourteenth Supplemental Indenture provides that, subject to the conditions set forth in the Fourteenth Supplemental Indenture (including that the Series 2022C Bond Insurer not be in default), the written consent of the Series 2022C Bond Insurer will be required in lieu of the consent, approval, direction or appointment of the holders of the Insured Series 2022C Bonds whenever a consent, approval, direction or appointment by such holders is required or permitted under the Indenture, including, without limitation, for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that such holders are entitled to take pursuant to the Indenture pertaining to (i) defaults and remedies, (ii) the duties and obligations of the Trustee and (iii) any amendment, supplement, modifications to, waiver of, the Indenture that requires the consent of Holders of the Insured Series 2022C Bonds or adversely affects the rights and interest of the Series 2022C Bond Insurer. The Fourteenth Supplemental Indenture also provides that to eliminate any doubt, the holders of the Insured Series 2022C Bonds will have no right to give any consent, approval, direction or appointment required or permitted by the Indenture to be given by such holders.

Pursuant to the Fourteenth Supplemental Indenture, the Authority agrees that, among other things, without the written consent of the Series 2022C Bond Insurer (unless the Series 2022C Bond Insurer is in default), the Authority will (i) not approve or agree to any amendment, waiver or other modification of the Operating Agreement which could be reasonably expected to result in a material impairment of the security for the Series 2022C Bonds or adversely affect the Series 2022C Bond Insurer's rights and interests under the Indenture or its obligations under the Series 2022C Bond Insurance Policy or the Series 2022C Reserve Policy, if any, or (ii) not issue any additional Senior Lien Bonds, First Subordinate Lien Bonds or Second Subordinate Lien Bonds (other than refunding Bonds). All of the Authority's covenants in the Fourteenth Supplemental Indenture for the benefit of the Series 2022C Bond Insurer may be waived, modified or otherwise agreed to by the Series 2022C Bond Insurer.

THE SERIES 2022 BOND INSURER(S)*

[Insurance provisions subject to confirmation]

Series 2022A Bond Insurance Policy

Concurrently with the issuance of the Series 2022A Bonds, the Series 2022A Bond Insurer will issue its Series 2022A Bond Insurance Policy for the Series 2022A Bonds maturing on October 1, ___ and bearing interest at __%, October 1, ___ and bearing interest at __%, October 1, ___ and bearing interest at __% and yielding __%, October 1, ___ and bearing interest at __%, October 1, ___ and bearing interest at __% and yielding __%, October 1, ___ and bearing interest at __% and October 1, ___ and bearing interest at __% and yielding __% (collectively, the "Insured Series 2022A Bonds"). The Series 2022A Bond Insurance Policy guarantees the

* Preliminary, subject to change.

scheduled payment of principal of and interest on the Insured Series 2022A Bonds when due as set forth in the form of the Series 2022A Bond Insurance Policy included APPENDIX _ to this Official Statement.

The Series 2022A Bond Insurance Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

Series 2022B Bond Insurance Policy

Concurrently with the issuance of the Series 2022B Bonds, the Series 2022B Bond Insurer will issue its Series 2022B Bond Insurance Policy for the Series 2022B Bonds maturing on October 1, ___ and bearing interest at __%, October 1, ___ and bearing interest at __%, October 1, ___ and bearing interest at __% and yielding __%, October 1, ___ and bearing interest at __%, October 1, ___ and bearing interest at __% and yielding __%, October 1, ___ and bearing interest at __% and October 1, ___ and bearing interest at __% and yielding __% (collectively, the “Insured Series 2022B Bonds”). The Series 2022B Bond Insurance Policy guarantees the scheduled payment of principal of and interest on the Insured Series 2022B Bonds when due as set forth in the form of the Series 2022B Bond Insurance Policy included APPENDIX _ to this Official Statement.

The Series 2022B Bond Insurance Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

Series 2022C Bond Insurance Policy

Concurrently with the issuance of the Series 2022C Bonds, the Series 2022C Bond Insurer will issue its Series 2022C Bond Insurance Policy for the Series 2022C Bonds maturing on October 1, ___ and bearing interest at __%, October 1, ___ and bearing interest at __%, October 1, ___ and bearing interest at __% and yielding __%, October 1, ___ and bearing interest at __%, October 1, ___ and bearing interest at __% and yielding __%, October 1, ___ and bearing interest at __% and October 1, ___ and bearing interest at __% and yielding __% (collectively, the “Insured Series 2022C Bonds”). The Series 2022C Bond Insurance Policy guarantees the scheduled payment of principal of and interest on the Insured Series 2022C Bonds when due as set forth in the form of the Series 2022C Bond Insurance Policy included APPENDIX _ to this Official Statement.

The Series 2022C Bond Insurance Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

[Bond Insurer Info – To Be Included]

[Subject to update]

AUTHORITY REVENUES

General

Under the Indenture, the Authority has pledged the Revenues to the Trustee for payment of the Bonds. As defined in the Indenture, “Revenues” includes Use Fees and Container Charges, Shortfall Advances, proceeds of business interruption insurance received by the Authority (or the Trustee on behalf of the Authority), the earnings on all funds and accounts held by the Trustee under the Indenture (provided that Revenues at a particular level of priority are only to include the interest earnings on the Debt Service Funds and the Debt Service Reserve Accounts with respect to such level of priority to the extent such earnings are required to be deposited or retained in such Debt Service Funds or Debt Service Reserve Accounts). “Revenues” also includes grants and other amounts received under contracts or agreements with governmental or private entities and permitted to be applied as Revenues, but does not include funds to be deposited or retained in or earnings on the moneys held in the M & O Fund, the Reserve Account or the Rebate Fund. Revenues also does not include any Net Proceeds or proceeds from borrowings or any amounts expended by the Railroads for maintenance and operating expenses for the Non-Rail Components or the Drill Track (each as defined in the Operating Agreement). See “—Use Fees” and “—Container Charges” below and “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—Definitions” and “—USE AND OPERATING AGREEMENT—Certain Definitions” in Appendix E.

The Railroads are required to pay Use Fees and Container Charges, the primary sources of Revenues, in accordance with the Operating Agreement. The Railroads are obligated only to make certain payments required by the Operating Agreement and are not responsible for paying, and are not guaranteeing the payment of, the principal or accreted value of, premium, if any, or interest on the Bonds, including the Series 2022 Bonds. Use Fees and Container Charges may be increased only in accordance with the terms of the Operating Agreement; the Authority cannot unilaterally increase Use Fees and Container Charges to address Revenue shortfalls, including to pay debt service on its Bonds. Following the settlement of the transloading dispute, the Operating Agreement was amended in 2006 to extend the term by 25 years, to provide for a \$0.90/TEU increase in the Use Fees and Container Charges (effective December 1, 2006, the “Fee Increase Date”), to increase the amount of the maximum annual inflation adjustment and to require payment by the Railroads of an additional fee in the event Shortfall Advances are paid after the Fee Increase Date. The Railroads’ obligations to make payments under the Operating Agreement terminate on the earlier of (i) April 15, 2062 (60 years after the April 15, 2002 “Commencement Date”) and (ii) the date that Net Project Costs and other amounts required to be paid under the Operating Agreement have been repaid in full (including repayment of the Bonds and amounts, if any, required to reimburse Bond Insurers for any payments made under their financial guaranty policies) and the funding of the Reserve Account to the then-current Reserve Account Target). See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT” in Appendix E. Although other railroad companies may in the future use the Rail Corridor, the Railroads currently are, and currently are expected to remain, the sole users of the Rail Corridor.

The amount of Use Fees and Container Charges payable by the Railroads depends in large part upon the amount of cargo, containerized and non-containerized, that passes through the Ports. Historical containerized cargo volumes at the Ports (representing most of the cargo moved along the corridor) are summarized below and in Appendices B and C. See “—Recent Cargo Throughput and Revenue Collections” in Appendix A and Tables B-3, B-4 and B-5 in Appendix B and Tables C-3, C-5 and C-6 in Appendix C.

The Operating Agreement obligates each Port, severally and not jointly, to pay Shortfall Advances in the event the amount of Use Fees and Container Charges collected are not sufficient to pay certain of the Authority’s obligations, including debt service on Outstanding Bonds (including the Series 2022 Bonds). The Shortfall Advances are limited in amount and are subordinated obligations of each Port, payable solely from each Port’s available net revenues after all of such Port’s other obligations are paid. See “—Shortfall Advances and Other Port Advances” and “BONDHOLDERS’ RISKS—Shortfall Advances Are Limited, Subordinate Obligations of the Ports.”

Use Fees and Container Charges

The Operating Agreement provides that each Railroad is required to pay to the Authority a Use Fee on (i) all Through Trains (as defined in the Operating Agreement), regardless of whether the Through Train uses the Rail Corridor (unless such Through Train cannot use the Rail Corridor because of a complete blockage of the Rail Corridor for more than five consecutive days); (ii) all Local Trains (as defined in the Operating Agreement) that actually use all or any portion of the Rail Corridor; and (iii) all railcars and/or containers, as the case may be, that originate or terminate at the facilities of the Ports but which are included on a Local Train that does not use the Rail Corridor (other than certain railcars terminating at the Toyota Distribution Facility located at POLB). There is no charge on empty railcars, although empty containers (waterborne or non-waterborne) do incur a charge. Use Fees are not to be assessed on Repositioning and Crossing Movements or on the switching of railcars at permitted switching locations. A container or railcar transported on the Rail Corridor to a rail-staging or assembly area (and not loaded or unloaded) and then moved on the Rail Corridor again (in the same direction) to a location off of the Rail Corridor are to be charged only one Use Fee for the one-way trip.

The Operating Agreement requires each Railroad to pay to the Authority, in the manner specified in the Operating Agreement and at the same rate per twenty-foot equivalent unit (“TEU”) as set forth in the Operating Agreement for Use Fees for loaded Waterborne Containers, a charge (a “Container Charge”) on each loaded Waterborne Container, that originates or terminates at the Ports and that is moved by rail into or out of Southern California by such Railroad, unless (i) such Waterborne Container has already been assessed the Use Fee required

under the Operating Agreement (which Use Fee is required to be paid regardless of whether such container has traveled on the Rail Corridor) or (ii) a Waterborne Container has been shifted to transport by truck as a result of the complete blockage of the Rail Corridor for more than five consecutive days. There is to be no adjustment in Container Charges for a partial blockage of the Rail Corridor or a complete blockage of less than five days.

As defined in the Operating Agreement, “Waterborne Containers” means containers that are loaded onto or discharged from a vessel or barge at the Ports. The Operating Agreement provides that the transportation movement of a container as a Waterborne Container terminates when the container’s cargo is unloaded, unless the Waterborne Container is reloaded with the same cargo and/or with cargo from one or more other Waterborne Containers as a Governmental Transfer and not for a substantial commercial purpose. “Non-Waterborne Containers” means all containers that are not Waterborne Containers, regardless of whether the container holds cargo that has been Transloaded from a Waterborne Container. The Operating Agreement provides that the Transloading or other unloading of a Waterborne Container after it has been transported eastbound over the Rail Corridor will not affect the amount of the Use Fee that is due for such transportation over the Rail Corridor. “Transloading,” as defined in the Operating Agreement, means practices by which cargo from a container is placed in or transferred to another container, including practices known as “transloading,” “cross-docking” or “repackaging” that may involve value-added services on the cargo or combining the cargo with other cargo, except the transfer of cargo from one container to another or unloading and reloading of the same cargo as required by federal or state laws or regulations relating to homeland security or to customs or immigration.

The amount of Use Fees and Container Charges payable by the Railroads depends in large part upon the amount of cargo, containerized and non-containerized, that passes through the Ports.

The Operating Agreement also provides that the Use Fees and Container Charges are to be increased, effective on January 1 of each year, based upon changes in the Consumer Price Index (the “CPI”) for the 12-month period ended the preceding October 31. The Operating Agreement provides, however, that in no event will such an increase be less than 1.5% or greater than 4.5% in any given calendar year. As of January 1, 2022, the Use Fee and the Container Charge was adjusted to \$27.92 per loaded TEU.

Table 5 below lists the Use Fees in effect as of January 1, 2022.

TABLE 5
SCHEDULE OF USE FEES
(as of January 1, 2022)

Waterborne Containers ⁽¹⁾	\$27.92 per TEU (Loaded)
Waterborne Containers ⁽¹⁾	\$6.69 per TEU (Empty)
Non-Waterborne Containers	\$6.69 per TEU (Loaded or Empty)
Automobiles	\$13.38 per Railcar
Miscellaneous Full Railcar	\$13.38 per Railcar

⁽¹⁾ The Use Fee for Waterborne Containers includes the Surcharge the Authority began charging on December 1, 2011 following payment by the Ports of Shortfall Advances on October 1, 2011 and on October 1, 2012. As of January 1, 2022, the Surcharge was adjusted to \$1.46 per TEU.

Source: *The Authority*.

If Shortfall Advances are paid after the Fee Increase Date, the Operating Agreement permits the Authority to increase the amount of the Use Fees for loaded Waterborne Containers and the amount of Container Charges (including the annual escalation permitted by the Operating Agreement, a “Temporary Increase” and referred to in this Official Statement as a “Surcharge”) by a \$1.00/TEU Surcharge (including the annual increase in the amount of the Surcharge in accordance with the annual CPI adjustments) so long as Bonds (including any reimbursement obligations to Bond Insurers) are Outstanding and until such Shortfall Advances, plus interest, are repaid.

Shortfall Advances paid after the Fee Increase Date are referred to in the Operating Agreement as “Subsequent Shortfall Advances.” The Surcharge is to remain in effect only until all then-outstanding Subsequent

Shortfall Advances (plus accrued interest) are reimbursed. In the event all Shortfall Advances are reimbursed and Subsequent Shortfall Advances are made, the Surcharge will go back into effect.

The Operating Agreement also requires that, as with Use Fee Surcharges, if Shortfall Advances are made by the Ports after the Fee Increase Date, the Railroads will be obligated to pay a Surcharge on the Container Charge in an amount equal to \$1.00 per TEU, escalated annually from the Fee Increase Date in accordance with the annual CPI adjustments, but only until all Shortfall Advances are repaid, with interest, to the Ports through the Annual Accounting provision in the Flow of Funds. See “FOURTEENTH” under “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Flow of Funds.” For a summary of the Operating Agreement, see Appendix E.

The Use Fees and Container Charges to be paid by the Railroads are based upon the number of containers and railcars transported on the Rail Corridor, or containers that are trucked around the Rail Corridor that are loaded or unloaded at the Ports and transported by rail into or out of Southern California, and are not based upon the debt service payable on the Bonds, including the Series 2022 Bonds, or upon other financial obligations of the Authority. The Ports and the Railroads are obligated only to make certain payments required under the Operating Agreement and are not responsible for paying, and are not guaranteeing the payment of the principal or accreted value of or premium, if any, or interest on, the Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations.”

Collection of Use Fees and Container Charges; Revenue Verification System

The Operating Agreement provides that Use Fees and Container Charges are to be assessed by the Authority at their full rates until the Use Fees Termination Date. The “Use Fees Termination Date” is the earlier of (i) April 15, 2062 and (ii) the date that Net Project Costs and other amounts required to be paid by the Operating Agreement have been repaid in full (including repayment of the Bonds and any reimbursement obligations to Bond Insurers and the funding of the Reserve Account to the then current Reserve Account Target).

The Operating Agreement provides that, on or before the last day of each month, each Railroad is required to pay to the Authority its Use Fees and Container Charges for the preceding month, based upon the actual number of containers and railcars transported by or on behalf of such Railroad during the immediately preceding month for which the payment of a Use Fee or Container Charge would apply. The Authority has assigned its rights to receive Use Fees and Container Charges to the Trustee pursuant to the Indenture. Accordingly, the Railroads are to pay Use Fees and Container Charges directly to the Trustee for deposit in the Revenue Fund. The Operating Agreement provides that any payment not made when due bears interest at the Overdue Rate until paid (in addition to all of the Authority’s other remedies for non-payment). See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Defaults and Remedies” in Appendix E.

Pursuant to the Operating Agreement, the Authority implemented a revenue verification system to monitor the collection of Use Fees and Container Charges. This system, known as the “Alameda Corridor Revenue Assessment Verification System” or “RAVS,” is designed to calculate independently the Use Fees and Container Charges payable by the Railroads under the Operating Agreement. The RAVS compares the information provided by the data sources itemized below to the amounts actually paid each month by the Railroads to determine whether the proper amounts of Use Fees and Container Charges have been paid. The RAVS was developed by an independent contractor and is based upon five primary data sources, including (i) daily reports prepared by each Railroad describing each rail movement in Southern California during such day; (ii) daily reports prepared by each major terminal operator located at the Ports describing each container movement through the Ports during such day; (iii) minute-by-minute reports of railcars using the Rail Corridor as detected by Automatic Equipment Identification (“AEI”) stations installed and maintained by the Authority; (iv) daily terminal gate movements as reported to PierPass (a not-for-profit company created by the marine terminal operators at the Ports) by each major terminal operator located at the Ports, describing each container movement through the Ports during such day; and (v) monthly reports prepared by each Railroad describing each rail movement in Southern California for which Use Fees and Container Charges are owed during such month.

Under the Operating Agreement, the Authority is required at the end of each calendar quarter to reconcile the amount of Use Fees and Container Charges actually paid by each Railroad for such quarter against amounts

reported. The Operating Agreement provides that, to the extent the amount of a Railroad’s payment for such quarter differs from the amount the Railroad actually should have paid for the quarter based upon the number of containers and railcars actually subject to such charges, such Railroad shall receive a credit for such difference during the next succeeding month(s), or shall pay the shortfall within 30 days after receiving a statement from the Authority, as the case may be.

Table 6 below is derived from the Authority’s audited financial statements and summarizes Use Fees and Container Charges received for fiscal years ended June 30, 2015 through June 30, 2021.

**TABLE 6
USE FEES AND CONTAINER CHARGES**

Fiscal Year Ended June 30	Use Fees and Container Charges⁽¹⁾
2015	\$ 105,518,770
2016	103,551,936
2017	102,802,942
2018	112,933,239
2019	112,550,438
2020	102,115,182
2021 ⁽²⁾	118,874,257

⁽¹⁾ Includes the \$0.90-per TEU increase in Use Fees and Customer Charges agreed to as part of the settlement with the Railroads in 2006.

⁽²⁾ See “—Recent and Budgeted Cargo Throughput and Revenue Collections” and Table 6 above for a description of the productivity, congestion and labor contract issues that affected both Ports during the end of calendar year 2014 and the first six months of calendar year 2015 and resulting from the impact of COVID-19 in 2020 and 2021.

Sources: Extracted by the Authority from its audited financial statements for fiscal years 2012-2021.

Shortfall Advances and Other Port Advances

The Ports have agreed in the Operating Agreement that in any year in which Use Fees and Container Charges are insufficient to pay debt service on the Bonds and certain other deposits and payments, including certain Financing Fees and deposits to any debt service reserve fund (collectively, the “Annual Amount”), the Ports are to advance to the Authority, from any legally available source, funds (the “Shortfall Advances” or “Subsequent Shortfall Advances”) sufficient to pay the positive difference between the Annual Amount due with respect to such year and the amount of other funds available to be applied against the Annual Amount in such year (exclusive of all reserves and other funds specifically pledged for other purposes). The Operating Agreement provides, however, that in no event will the Shortfall Advances required to be made with respect to a calendar year exceed in the aggregate an amount equal to 40% of the total Annual Amount due in such calendar year (defined in the Indenture as the “Contingent Port Obligations”). The Operating Agreement provides that each of the Ports is separately responsible for one-half of the Shortfall Advances due in a year, with neither Port responsible for the contribution required of the other and provides that in no event is either Port individually required to pay in any calendar year an amount in excess of 20% of the Annual Amount due in such year. The obligations to pay Shortfall Advances are limited, subordinate obligations of the Ports and are payable solely from each Port’s legally available revenues after all of such Port’s other obligations are paid. See “THE PORT OF LOS ANGELES” in Appendix B, “THE PORT OF LONG BEACH” in Appendix C and “BONDHOLDERS’ RISKS—Shortfall Advances Are Limited, Subordinate Obligations of the Ports.”

The Ports’ obligation to make Shortfall Advances continues even if the Railroads’ obligation to pay Use Fees is abated as the result of complete blockage of the Rail Corridor for more than five consecutive days. The Operating Agreement requires that the proceeds of any business interruption insurance with respect to an abatement of Use Fees (and, if applicable, Container Charges) that are actually applied to the Annual Amount be taken into account in determining the amount of Shortfall Advances due. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Shortfall Advances” in Appendix E.

The Operating Agreement requires the Authority to submit to each Port at least 90 days prior to the beginning of each Port's fiscal year the Authority's estimate of the amount of Shortfall Advances that will be required from each Port during such fiscal year.

Each Port has covenanted in the Operating Agreement that it will include its share of the estimated Shortfall Advances in its budget for the fiscal year in which such shortfall may occur and/or that it will set aside existing surplus revenues or other lawfully available funds for the payment of its share of the estimated Shortfall Advance. Neither Port is required under the Operating Agreement to take Shortfall Advances into account when establishing its rates and charges or when incurring additional indebtedness or determining compliance with rate covenants under its existing resolutions or indentures. The Authority is required to notify each Port of the actual amount of a Shortfall Advance at least 45 days prior to the date on which a Shortfall Advance is needed, and each Port is required to pay its respective share of such Shortfall Advance on or before such date. The Operating Agreement provides that in the event a Port fails to pay its Shortfall Advance in the year such payment is due, the amount of such unpaid Shortfall Advance (the "Unpaid Shortfall") will continue to accrue and be payable by such Port.

To date, the Ports have been required to pay Shortfall Advances twice, once in calendar year 2011 and once in calendar year 2012. The Ports were not required to pay Shortfall Advances until calendar year 2011, in part because the Authority was able to postpone some of its capital projects and allocate unexpended Series 1999 Bonds proceeds to the redemption of Outstanding current interest Bonds. Together, the Ports paid a total of \$5.9 million of Shortfall Advances for debt service payments due on October 1, 2011 and a total of \$5.9 million of Shortfall Advances for debt service payments due on October 1, 2012. As a result of the payment of Shortfall Advances by the Ports, the Authority began imposing Surcharges in December 2011.

On March 15, 2022, the Authority provided the Ports with a Notice of Estimated Shortfall Advances estimating a shortfall advance in the total sum of \$5,000,000 would be required for fiscal year ending June 30, 2023 and requesting a voluntary Port Advance (which include Shortfall Advances and certain other amounts advanced to the Authority by the Ports) in the amount of \$13,000,000. The issuance of the Series 2022 Bonds is designed to reduce or eliminate the need for Shortfall Advances for the fiscal years ending June 30 from 2023 to 2026. For additional information regarding the March 15, 2022 Notice of Estimated Shortfall Advances, see "BONDHOLDERS' RISKS - Shortfall Advances Are Limited, Subordinate Obligations of the Ports."

No assurance can be given that the amount of any Shortfall Advance required to be made by the Ports will be sufficient to satisfy the financial needs of the Authority, including the payment of Bonds when due, or that either Port will have sufficient funds available to make any particular Shortfall Advance when due. As described below, for the Authority to pay scheduled debt service on its Outstanding Bonds, even with Shortfall Advances, some growth in cargo volumes that use the Rail Corridor and revenues will be required if the Authority is to pay all of the Outstanding Bonds. The Operating Agreement provides that Shortfall Advances, plus interest, are to be reimbursed to the Ports from Use Fees and Container Charges to the extent available, after the payment of debt service on the Bonds, replenishment of the Debt Service Reserve Account for each Series of Bonds, the funding of the Reserve Account, the payment of Authority expenses and the Benefit Amount and payment of any unreimbursed Net Project Costs advanced by the Ports prior to substantial completion of the Rail Corridor. As described above, the Operating Agreement also permits the Authority to increase the amount of the Use Fees for loaded Waterborne Containers and the amount of Container Charges by a \$1.00/TEU Surcharge (including the annual increase in the amount of the Surcharge permitted by the Operating Agreement in accordance with the annual CPI adjustments) so long as Bonds (including any reimbursement obligations to Bond Insurers) are Outstanding and until such Shortfall Advances, plus interest, are repaid. As of January 1, 2022, the Surcharge was adjusted to \$1.46 per TEU. See Table 5 and "—Flow of Funds."

BONDHOLDERS' RISKS

[Subject to Update]

The Authority's ability to pay the principal of, premium, if any, and interest on the Bonds, including the Series 2022 Bonds, depends upon the timely receipt by the Authority of sufficient Revenues. Particularly because debt service payable on the Bonds increases in future years, the Authority's ability to make such payments,

especially without requiring Shortfall Advances from the Ports, will depend upon cargo and Revenue growth. The obligations of the Railroads to pay increased Use Fees and Container Charges and the ability of the Ports to pay Shortfall Advances depend upon, among other factors, the volume of cargo handled at the Ports and the volume of cargo moved by rail without transloading. Growth in cargo volumes, in turn, depends in part upon a number of economic and other factors that are not within the Authority's, the Railroads' or the Ports' control.

The following discussion of considerations is not meant to be an exhaustive list of the risks associated with the purchase of the Series 2022 Bonds and does not necessarily reflect the relative importance of the various risks. Potential purchasers of the Series 2022 Bonds are advised to consider the following factors, among others, and to review all of the other information in this Official Statement in evaluating whether to purchase Series 2022 Bonds. Any one or more of the risks discussed, and others, could lead to a decrease in the market value and/or in the liquidity of the Series 2022 Bonds, notwithstanding the obligations of the Series 2022_ Bond Insurer to pay scheduled debt service when due on the Insured Series 2022 Bonds. No assurance can be given that other risk factors will not become material in the future.

Uncertainties of Projections, Assumptions and Forward-Looking Statements

The statements contained in this Official Statement, including the appendices, that are not purely historical are forward-looking statements regarding the Authority's or the Ports' expectations, hopes, intentions or strategies regarding the future. Such statements are generally identifiable by the terminology used such as "plan," "expect," "budget," "project," "maintain," "achieve," "forecast," "will likely result," "are expected to," "will continue to," "is anticipated," "intend" or other similar words or phrases. Statements contained in this Official Statement which involve estimates, forecasts, or other matters of opinion, whether or not expressly so described in this Official Statement, are intended solely as such and are not to be construed as representations of fact. Prospective investors should not place undue reliance on forward-looking statements. All forward-looking statements in this Official Statement are based on information available to the Authority on the date hereof, are subject to change without notice and the Authority assumes no obligation to update any such forward-looking statements with new forward-looking statements. All forward-looking statements are expressly qualified in their entirety by the cautionary statements in this section and elsewhere in this Official Statement. It is important to note that the Authority's actual results will likely differ, and could differ materially from those in such forward-looking statements or projections.

This Official Statement contains, and the Authority's and Ports' plans, budgets and forecasts are based upon, certain assumptions, estimates, projections and other forward-looking statements. Demonstration of compliance by the Authority with certain of the covenants contained in the Indenture may also be based upon assumptions, estimates and projections. Actual results, however, may differ, perhaps materially, from those assumptions, estimates and projections.

The revenue projections that may be contained in this Official Statement or in any future certificate of the Authority or of a consultant, are not necessarily indicative of future performance. For example, none of the Ports, the Railroads or the Authority could have predicted the timing, duration or severity of the COVID-19 pandemic or the impact thereof on international trade, the supply chain and consumer and governmental spending. Although increased consumer spending, especially in e-commerce resulted in increased container freight volumes beginning in June 2020, the beginning of fiscal year 2022 saw downward trends associated with supply chain congestion and anticipation of longshore labor contract negotiations. While the downward trend has stopped and revenues have held steady in the latter part of fiscal year 2022, the Authority has seen resulting transloading issues which may be tempered by rising gas prices from the war in Ukraine. There can be no assurances that any of these trends will continue and the Authority cannot predict what if any other instances will have an impact on the operations and revenues of the Authority, the Ports or the Railroads. No assurances can be given that the impact of such changes will not have a material and adverse effect on trade, on the economic and financial factors that influence consumer and business consumption and trade and thus have a significant adverse impact on Port and Authority revenues.

In addition, certain assumptions with respect to future business and financing decisions, including the decision to undertake, or to postpone or cancel, future capital improvements of the Authority, the Railroads, the

Ports or other entities may not occur and are subject to change. No representation is made or intended, nor should any representation be inferred, with respect to the existence of any particular future set of facts or circumstances, and prospective purchasers of the Series 2022 Bonds are cautioned not to place undue reliance upon any forecasts, estimates, plans or projections or requirements for forecasts or projections. If actual results are less favorable than the results budgeted or forecast or if the assumptions used in preparing budgets or forecasts prove to be incorrect, the ability of the Authority to make timely payment of the principal of, premium, if any, and interest on the Bonds, including the Series 2022 Bonds, may be materially and adversely affected.

In addition, demonstration of compliance with certain of the covenants contained in the Indenture may also be based upon assumptions and projections. The assumptions and projections contained in any future certificate of the Authority or of a consultant required under the Indenture are not necessarily indicative of future performance.

Collection of Use Fees and Container Charges

The ability of the Authority to collect sufficient Use Fees and Container Charges depends upon or may be affected by a number of factors, including growth or decrease in the volume of cargo through the Ports, growth or decrease in the volume of cargo moved by rail, changes in logistics methods and priorities, increased transloading activities, shifts in manufacturing locations, the efficiency and accuracy of the Authority's collection procedures, including the accuracy and completeness of the cargo movement information provided by the Railroads and other sources used in the Authority's RAVS system, the Authority's ability to monitor accurately the railcars and containers subject to the Use Fees and Container Charges and the ability and willingness of the Railroads to pay the Use Fees and Container Charges on the dates and in the amounts required. The Authority and the Railroads have had disputes in the past about fees due to the Authority, particularly in connection with transloading, a dispute that took years to resolve, and no assurance can be given that additional disputes will not occur in the future.

If the number of containers or railcars transported on the Rail Corridor, or loaded or unloaded at the Ports and transported by rail without transloading into or out of Southern California, is significantly below the numbers budgeted by the Authority, the amount of Use Fees and Container Charges actually collected by the Authority each year may be less than the amount required to pay the principal or accreted value of, and premium, if any, and interest on the Bonds (including the Series 2022 Bonds). As shown in Table 4, absent this restructuring, the amount of annual Debt Service the Authority will be required to pay on the Outstanding Bonds will increase and will require sufficient cargo volumes and/or increasing amounts of Shortfall Advances (which are limited to 40% of the Annual Amount). Growth in cargo volume and revenues will be required for the Authority to be able to pay scheduled debt service on the Authority's Bonds, even with assistance from the Ports. See "AUTHORITY REVENUES—Debt Service Coverage." The Railroads are not obligated to increase their payments in the event cargo growth falls below the levels required to enable the Authority to pay debt service on the Bonds.

A Railroad may fail to pay Use Fees and Container Charges when and as due and payable. In such case, the Authority's rights against the Railroad may be limited. See "—Limitations on Enforceability" and "—Bankruptcy Risks" below and "SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Defaults and Remedies" in Appendix E.

Shortfall Advances Are Limited, Subordinate Obligations of the Ports

The obligation of each Port to make Shortfall Advances is a limited, subordinate obligation of such Port. The Ports' obligations are not joint and several, and neither Port is obligated to pay for the Shortfall Advances required of the other Port, even if the other Port fails to make its payment when due. Each Port's obligation to make Shortfall Advances is limited to 20% of the Annual Amount and is payable only to the extent such Port has funds legally available for such purpose. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "AUTHORITY REVENUES—Shortfall Advances and Other Port Advances" above and "SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Shortfall Advances" in Appendix E. If Revenues (other than Shortfall Advances) received by the Authority are not sufficient to pay at least 60% of all amounts payable by the Authority on the Bonds, Revenues will still be insufficient, and the Authority may be unable, to make debt service payments on the Bonds, including the Series 2022 Bonds.

The Ports were required to make Shortfall Advances during the Authority’s 2012 and 2013 fiscal years to enable the Authority to make part of the October 1, 2011 and October 1, 2012 debt service payments, and additional Shortfall Advances could be required in the future. See “AUTHORITY REVENUES—Shortfall Advances and Other Port Advances.” On March 15, 2022, the Authority filed a Notice of Estimated Shortfall Advances estimating a shortfall advance in the total sum of \$5,000,000 would be required for fiscal year ending June 30, 2023. The issuance of the Series 2023A Bonds may reduce or eliminate the need for any shortfall advance in fiscal year 2023 As described in Appendix B and in Appendix C, respectively, as of March 22, 2022, POLA had approximately \$577.3 million (including the ability to issue and have outstanding \$200 million of commercial paper notes) aggregate principal amount of POLA Parity Obligations outstanding and as of May 31, 2022, POLB had approximately \$593.3 million (including the ability to have up to \$250 million of revolving obligations outstanding) aggregate principal amount of POLB Harbor Revenue Bonds outstanding. See “THE PORT OF LOS ANGELES—Outstanding Indebtedness” in Appendix B and “THE PORT OF LONG BEACH—Outstanding Indebtedness” in Appendix C. Each of the Ports may, and is likely to, incur substantial amounts of additional indebtedness in the future, and as with the current debt, such additional indebtedness would be payable from such Port’s revenues prior to the payment of any Shortfall Advances. Both Ports have encouraged the Authority to pursue a restructuring program to reduce the likelihood and amount of any future Shortfall Advances.

The Ports are required to include expected Shortfall Advances in their budgets (based upon information received from the Authority), but Shortfall Advances are subordinate to all of the Ports’ other obligations, including payments of operation and maintenance costs, debt service on Port obligations and major maintenance expenses, and neither Port is required to take Shortfall Advances into account when determining whether it may incur additional indebtedness or when calculating compliance with rate covenants under its outstanding bond indentures or resolutions. See “THE PORT OF LOS ANGELES—Source of Funds for Payment of Shortfall Advances” in Appendix B and “THE PORT OF LONG BEACH—Source of Funds for Payment of Shortfall Advances” in Appendix C. Neither the Authority nor any bondholder can require either Port to raise its rates, charges and fees to generate funds sufficient to pay Shortfall Advances.

Port Advances

The Ports may from time to time be called upon to advance funds for Net Project Costs prior to Substantial Completion (as defined in the Operating Agreement) or to make a voluntary Port Advance for funds in excess of the Shortfall Advances to cover all or a portion of the Annual Amount or the Authority’s reasonable expenses for, among other things, the ongoing administration of the Authority’s financings and refinancings, administration of contracts for the Rail Corridor and other administrative duties related to the Rail Corridor. Pursuant to the Operating Agreement, revenues generated by Use Fees and Container Charges must be used to reimburse the Ports for any Port Advance after paying certain other priority costs, including, among others, the Annual Amount (which includes, principal, interest and debt service on Outstanding Bonds), and to establish and maintain the Reserve Account and pay the Authority’s reasonable expenses. Likewise, the flow of funds identifies reimbursement of Port Advances in the FOURTEENTH item.

On March 15, 2022, the Authority provided the Ports with a Notice of Estimated Shortfall Advances estimating a shortfall advance in the total sum of \$5,000,000 would be required for fiscal year ending June 30, 2023 and requesting a voluntary Port Advance (which include Shortfall Advances and certain other amounts advanced to the Authority by the Ports) in the amount of \$13,000,000.

The Authority cannot predict whether or not it will have a need for future additional Port Advances, whether the Ports will provide any Port Advances and the effect of such Port Advance, or lack thereof, or such other failure of the Ports to provide advance funds or the inability of the Authority to reimburse the Ports for a Port Advance. See “PLAN OF FINANCE – Projected Shortfalls After Implementation of Plan of Finance Using Internal Financial Model.”

Outstanding Capital Appreciation Bonds and Risks

A substantial portion of the Authority’s Outstanding Bonds are Capital Appreciation Bonds, and the amount of debt service that will become due on the Outstanding Bonds is scheduled to grow significantly as the accreted value of the capital appreciation Bonds grows. See Table 2 in “PLAN OF FINANCE - Projected

Shortfalls Prior to Implementation of Plan of Finance Using Internal Financial Model.” For the Authority to be able to pay scheduled debt service on its Outstanding Bonds, even with Shortfall Advances, additional growth in cargo volume and revenues will be required , or restructuring of Outstanding Bonds to lower debt service will be needed. See “AUTHORITY REVENUES—Recent and Budgeted Cargo Throughput and Revenue Collections.”

Bonds Are Limited Obligations of the Authority; Limited Sources of Funds

The Series 2022 Bonds are special, limited obligations of the Authority and except as described herein are payable solely from and are secured solely by a lien on the Trust Estate. The Bonds, including the Series 2022 Bonds, are not obligations of the State of California or of any political subdivision of the State of California and are not obligations of any of the Cities, the Ports or the Railroads. The Project is not security for the Bonds, and the Bonds are not secured by a lien on any properties or improvements of the Authority, the Cities, the Ports or the Railroads or by a pledge of any revenues of the Cities, the Ports or the Railroads.

The Railroads and the Ports are obligated only to make certain payments required by the Operating Agreement and are not responsible for paying, and are not guaranteeing the payment of, the principal or accreted value of, premium, if any, or interest on the Bonds, including the Series 2022 Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations.”

The Authority has no significant assets other than the Project and may not be able to raise additional funds in the event there are insufficient moneys to operate the Project and to pay debt service on the Bonds. Other than in connection with a Surcharge, the Authority is not authorized under the Operating Agreement to increase Use Fees and Container Charges in the event Revenues are insufficient to pay debt service on the Bonds. The Authority’s ability to issue additional Bonds, including additional refunding Bonds, also is limited. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Additional Bonds.” In addition, the Authority’s ability to find additional lenders or credit enhancement may be limited or even nonexistent.

Uncertainties of Cargo Volumes

The Authority’s ability to derive Use Fees and Container Charges from its operation of the Project depends in part upon cargo utilization of Port facilities, which in turn depends upon the financial health of the shipping industry, including the financial condition of carriers and their customers and of Port tenants and service providers. The shipping industry has been undergoing significant changes for more than a decade, including a number of mergers and acquisitions and service alliances among ocean carriers, consolidation of operations among companies and mergers of companies and the shift of a number of logistical responsibilities and costs between ocean carriers and their shipping customers or independent logistics providers. Investments in much larger ships, varying operating costs and service factors, including shipping times and reliability, have had a profound impact on ocean carrier alliances, logistics (including choices of shipping points for discretionary cargo) and pricing.

The Ports’ cargo throughput includes cargo intended to meet demand in the Southern California region (often referred to as “non-discretionary cargo”), and cargo destined for the Midwest and other parts of the country (often referred to as “discretionary cargo”). The Southern California area is the largest primary market in the United States, and a significant amount of cargo handled through the Ports originates or remains in Southern California and is moved by truck, not by rail, [and is thus not subject to Use Fees or Container Charges]. Total non-discretionary cargo volume is dependent on local and regional economic and demographic conditions. Shippers or carriers of non-discretionary cargo may choose to have discretionary cargo unloaded at the Ports and then moved predominantly by rail. Waterborne containers that originate or terminate at the Ports to or from Asia represent most of the Revenues collected by the Authority. Although the Ports have a larger share of non-discretionary trade than other West Coast ports, a still-significant number of containers unloaded at the Ports may include discretionary cargo and could be transported via routes that do not go through the Ports at all and an increasing number of containers that do go through the Ports are transloaded and then carried by rail to southeastern destinations without paying Use Fees or Container Charges. A significant reduction in the Ports’ share of such discretionary cargo trade could have an adverse impact on Authority Revenues.

A Port's share of discretionary trade is a function of a variety of factors, including competition from other ports and from all-water services (services between Asia and the U.S. East and Gulf Coasts via the Suez Canal and especially the Panama Canal). The market share of international cargo that is currently shipped through the Ports could decrease in the future in the event of, among other things, increased competition from ports in Canada (including, in particular, the Port Metro Vancouver and the Prince Rupert Port Authority in British Columbia), from ports in Mexico, from other ports in California (especially the Port of Oakland) or in the Pacific Northwest (the Ports of Tacoma and Seattle, which combined their cargo operations to form The Northwest Seaport Alliance, and The Port of Portland). Factors that affect the selection of alternative ports for discretionary cargo include: port capacity, faster transit times, increased efficiencies and reliability, capability to handle larger ships, labor cost and reliability, and other costs including fees and taxes.

All-water services from Asia directly to the East Coast and/or Gulf Coast, particularly after the expansion of the Panama Canal, or if manufacturing more significantly shifts from China to Southeast Asia using the Suez Canal, could become more economical than going to the West Coast ports and may continue to compete with the Authority. The Ports offer intermodal transit times from Asia to the East and Midwest that can be faster than other routes; the Ports offer deep water, direct ocean access, modern-big ship ready terminals, reduced weather constraints, industry leading environmental stewardship and extensive capacity in terminals and landside transportation infrastructure. However, shifting of some containerized cargo shipments through other ports should be expected and shippers seek diversity and resiliency in their supply chain. There can be no assurance that the Ports' current shares of cargo volumes will be maintained or that expected increases in cargo volumes will occur. Among the other factors that may influence shipper and carrier decisions, and thus cargo volumes, significantly are fuel costs, transit times, costs of complying with regulatory requirements, labor disagreements (including slowdowns, strikes and lockouts, such as the disruption on the West Coast in 2015), truck and chassis shortages, increased taxes or fees for use of Port facilities, increases in labor costs and severe weather and other casualty events, such as earthquakes.

Consolidation of the Containerized Cargo Industry

Many of the shipping companies have consolidated and formed alliances that operate at one or both of the Ports, and additional consolidation could occur. Neither the Ports nor the Authority can predict all of the consequences of such realignments and consolidations or how long they will persist. Confusion and inefficiencies, especially in the beginning of company/alliance operations, have been noted by terminal operators as well as shippers.

Uncertainties of the Railroad Industry

As with the shipping industry, the railroad industry underwent consolidation 20 years ago and, in general, is constantly changing. Both Railroads may be adversely affected, directly and indirectly, by the effects of changes in cargo transport demand (due to commodity markets or changes in supply chain logistics), domestic and global economic conditions and/or volatility or disruptions in the financial and credit markets. Both Railroads have large route structures and complex operational requirements, labor contracts negotiations, and both may undergo other corporate changes that could adversely affect their operations. Both Railroads also face competition from other railroads, motor carriers, ships, barges and pipelines, not only in connection with pricing, but also with respect to transit times and quality and reliability of service. Difficulties in moving freight by rail in Southern California have occurred in the past, including in 2003, 2004, 2020 and 2021, for example, and congestion in Chicago and other inland regions have impacted the Ports. No assurance can be given that congestion or other difficulties will not occur or recur or continue for an extended period of time in the future. Moreover, the Railroads may alter their routes or change (or their customers may change) their businesses and not maintain their current levels of use of the Ports or the Rail Corridor or not use the Ports or the Rail Corridor as frequently as expected. There can be no assurance that the Railroads will continue to use the Rail Corridor or that the Railroads will be able to continue to pay M & O Charges, Use Fees and Container Charges when due even if they do continue to operate at the Ports and to utilize the Rail Corridor.

Uncertainties of the Trucking Industry

The trucking industry has gone through many changes in 2021. The tough economy brought on by the COVID-19 pandemic led to many trucking company mergers to increase the scope of service. The rise in e-commerce created a historical demand for trucking due to the increase in expectations for a shorter turnaround for a customer to receive the purchased good. Many companies expanded to new locations in order to meet operational demands of the market. Additionally, many companies also had to adapt to delivering goods more quickly and efficiently than ever before. Many companies began adopting advance software to help facilitate this change. With the shortage of truckers, trucking companies are also aiming to increase efficiency of operations in the industry to meet new market demands.

There can be no assurance that the trucking industry will increase efficiency or that the trucking industry will continue to compete with rail for deliveries in line with current trends. The impact of trucking on use of rail is subject to, among other things, market conditions and other economic and societal pressures.

Operating Risks and Capacity Constraints

Continual and efficient operation of the Rail Corridor may be affected by a number of other events. For example, a derailment of one or more trains could block one or all tracks of the Rail Corridor and divert the movement of cargo, potentially reducing the amount of Use Fees that are payable by the Railroads. In addition, at certain times of the year, the Railroads may encounter shortages of available train crews or equipment to move all possible cargo to and from the Ports. Such shortages have occurred, and no assurances can be given that shortages, will not occur in the future. General repair and replacement of equipment and the availability of parts and funds to make such repairs or to replace such equipment also may affect operation of the Rail Corridor.

The capacity of the Rail Corridor and supporting infrastructure could have an additional, significant impact on operation of the Rail Corridor and on the collection of Use Fees. Original projections that the Rail Corridor capacity would be sufficient were based upon certain assumptions regarding the average train size, through-train distribution by the Railroads and estimated departure and arrival times at the various terminals located within the Ports. There can be no assurance that the estimated through-train distribution or the estimated departure and arrival times always will be achieved. The Authority also assumed a nominal amount of time per day for maintenance of the tracks and track-support structures. No assurance can be given that more time will not be needed to keep the Rail Corridor in good repair or that this maintenance period will continue to be available on a regular basis. In addition, certain assumptions with respect to future business and financing decisions, including the decision by the Authority, the Railroads, the Ports or other entities to undertake future capital improvements or replacements, may not occur or may be changed. No assurances can be given that the Authority, the Ports and/or the Railroads will be able or willing to effect changes required to expand capacity or efficiency, to reduce congestion, to meet environmental, safety or other legal or political requirements or to accommodate other changes or demands.

Other operating risks include risks to or failures of train-control technology, including disruptions to the Railroads' technology networks (including computer systems, communications equipment and software), because of criminal activity, cyber-security intrusions, corruption of data or operating disruptions or because of natural events such as severe weather, fires, floods or earthquakes or human error.

Operational Risks

The Authority contracts with Union Pacific and BNSF to provide dispatching services for train and equipment movements along certain portions of the Rail Corridor pursuant to the Dispatching Agreement. The term of the Dispatching Agreement commenced on April 15, 2002, and the most recent extension period expired on April 14, 2022. The parties have not yet reached agreement on the extension of the Dispatching Agreement, however, they have continued to operate as though the Dispatching Agreement remains in effect. There can be no assurances that the parties will continue to operate in this manner or that any extension of or new dispatching agreement will be entered into by and between the Authority and the Railroads. See "THE RAIL CORRIDOR AND RELATED PROJECTS – Maintenance and Operation of the Rail Corridor" for additional information regarding the Dispatching Agreement.

COVID-19 Pandemic Issues and Impacts

The outbreak of the novel coronavirus SARS-Co V-2 (“COVID-19”) in December 2019, quickly became a worldwide pandemic and has caused significant disruptions to the conduct of day-to-day business in the United States and internationally and has and will continue to affect national, state and local economies. The World Health Organization has characterized COVID-19 as a pandemic. On January 31, 2020, the United States Secretary of Health and Human Services declared COVID-19 a public health emergency and on March 13, 2020, the President of the United States declared COVID-19 a national emergency. Various state and local governments and agencies and others have imposed restrictions on travel, and have restricted public gatherings and large groups events, ordered residents to stay home, promoted or required working from home, and ordered closures of schools, restaurants, bars and other public venues.

At the beginning of calendar year 2020, the COVID-19 pandemic had an immediate adverse effect on, among other things, the world economy, and global supply chain movement, including numerous, ongoing factory closures in China, which in-turn led to higher-than-normal cancellations of ships and container volume coming from China to the Ports and other reductions in traffic at the Ports. China is the number one source of inbound cargo at the Ports. The reduction in container volumes at the Ports also resulted in reduced container traffic on the Rail Corridor. As a result, there was a short-term reduction of the Authority’s revenues. Use fees and container charges revenues, representing approximately 94.0% of operating revenues, decreased by approximately \$10.7 million, or approximately 9.5% in fiscal year 2020 as compared to fiscal year 2019.

The Authority’s net position decreased by approximately \$27.9 million or approximately 6.6% for fiscal year 2020. The change in net position was primarily the result of interest and operating expenses continuing to exceed operating income, exacerbated by the impact of the COVID-19 pandemic. . Subsequently, the Authority’s revenue rebounded to approximately \$119.0 million in fiscal year 2021 which is approximately a 10% increase compared to revenues in fiscal year 2020.

The Authority’s actual revenues and Ports’ container volumes may differ materially. The Authority cannot predict whether and when shippers will return to rail or in what capacity or the effects on the Authority’s actual revenues or Ports’ container volumes and bases the expectations described in this Official Statement on various assumptions and estimates which are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including Ports, shipping lines, freight forwarders, beneficial cargo owners, suppliers and competitors, among others, and legislative, judicial and other governmental authorities and officials.

Port Congestion; Supply Chain Issues; TEU Diversion

As discussed above under the header “AUTHORITY REVENUES – Recent Impacts of COVID-19 Related Issues on Use Fees and Container Charges”, there was a significant increase in consumer spending, especially in e-commerce, beginning around June 2020 which resulted in increased shipping activity at the Ports. At the same time, the Ports experienced a labor shortage exacerbated by the COVID-19 pandemic, including due to missed shifts caused by or otherwise related to the virus and its rapid spread. This resulted in a sudden and sustained rebound in container volumes contributing to vessel back-up along with a shortage of dock workers. The Ports, like many other ports worldwide, were impacted by the supply chain congestion that began in mid-2020. One of the results of this congestion was supply chain participants using alternative modes of transportation and diverting some cargo from rail to truck.

In fiscal year 2021, Authority revenue had not yet been adversely impacted by the events described above, but in the months following June 2021, Authority revenue has trended downward as compared to revenue trends in fiscal year 2021. Since September 2021, shippers were further induced to seek alternative routes in anticipation of potential slowdowns that could result from west coast longshore labor contract negotiations. The downward trend associated with the supply chain congestion and anticipation of longshore labor contract negotiations hit a low point in November 2021, but the downward trend has stopped and revenues have held steady with slight increases in December 2021 and January 2022.

The diversion of cargo from rail to truck seen in fiscal year 2022 was due to unusual circumstances and is not expected to be a continuing trend. Trucking is generally slower, more expensive and less efficient than rail. Transporting large quantities of cargo by rail is generally 2 to 3 times more efficient as compared with trucking. In addition, the costs of trucking are expected to increase significantly given the recent increases in fuel costs for diesel and gasoline in March 2022. Lastly, rail service fluidity has recovered from the sudden rebound of freight volumes in 2020. However, shippers that were seeking alternative modes of transportation to rail in late 2021, could not return to the economics and efficiencies of using rail due to the current inconsistencies in rail service. See “THE RAILROADS.”

In October 2021, the Ports announced that they will enforce a \$100 fee (or a “dwell fee”) per container, charged to carriers, for boxes dwelling six or more days that move by rail and nine or more days that move by truck. This fee will increase \$100 dollars a day until the container leaves the terminal. This “dwell fee” was a direct response to the congestion issues at the Ports. The fees collected from this initiative aim to be reinvested for programs to enhance efficiency, accelerate cargo movement through the Ports, and also address congestion impacts throughout San Pedro Bay. The implementation of the dwell fee has been continuously delayed since it was first announced, as the Ports have seen a significant decline in the volume of aging cargo on the docks. The Authority cannot predict the type of impact that the impending “dwell fees” imposed by the Ports onto the carriers will have on the trucking or rail industry. See “THE PORTS” for further discussion on dwell fees.

Additionally, the Authority cannot predict whether and when shippers will return to rail or rely more on trucking, or in what capacity or the effects on the Authority’s actual revenues and bases the expectations described in this Official Statement on various assumptions and estimates that are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including Ports, shipping lines, freight forwarders, beneficial cargo owners, suppliers and competitors, among others, and legislative, judicial and other governmental authorities and officials.

Labor Shortage and Unrest

Employees of tenants and contractors that serve at or work for the Ports or the Railroads may have work-related disputes with their employers, and many of such employees belong to unions or to other labor-related organizations. A strike, slow-down or lock-out at one facility can directly or indirectly affect operations at an entire facility or at many facilities at once. A dispute between one tenant and the employees of one union may spread to include workers at some or all facilities at both Ports. During the Fall of 2012, for example, various labor-related events caused shutdowns at each of the major ports on the U.S. West Coast. At the Ports, a strike by members of the Office Clerical Unit (“Unit 63”) of the International Longshore and Warehouse Union (the “ILWU”) Local 63, was honored by ILWU dock workers and closed each terminal that used Unit 63 workers (seven of eight terminals at POLA and three of six terminals at POLB) for eight days in December 2012, until Unit 63 and the Los Angeles and Long Beach Harbor Employers Association agreed to new contract terms and the terminals reopened. During the strike, 20 ships were diverted to the Port of Oakland or to ports in Mexico and Panama. Prior to this work stoppage, there had been no prolonged work stoppage at the Ports since October 2002.

Stevedoring and cargo handling at the Ports are provided pursuant to a contract between the Pacific Maritime Association (the “PMA”) and the ILWU. In October 2002, after the PMA and the ILWU failed to agree upon a new contract, the shipping lines and terminal operators instituted a lock-out of the stevedoring companies, thereby shutting down all Pacific West Coast ports, including all terminals at the Ports, for 10 days. Work resumed when President Bush ordered the ports to re-open pursuant to the Taft-Hartley Act. Prior to the 2002 lock-out, there had not been a prolonged work stoppage since 1971. A subsequent contract between the PMA and ILWU that expired on June 30, 2014, was not entered into until May 21, 2015 and was not ratified by the ILWU members until May 22, 2015, retroactive to July 1, 2014. The protracted negotiations and resulting disruptions had a compounding effect on congestion issues that had slowed container cargo movement through the Ports generally between April 2014 and June 2015, and container volumes and revenues at both Ports were temporarily impacted.

The current contract between the PMA and ILWU will expire on July 1, 2022 [and negotiations have begun for a renewed contract.]

No assurance can be given that prolonged disruptions, work slowdowns or stoppages at the Ports will not occur in the future and result in reduced cargo volumes at the Ports. Significant work stoppages and cargo diversions could adversely affect the Ports' revenues and the Ports' ability to pay any Shortfall Advances and the Authority's traffic and revenues and, thus, the Authority's ability to pay principal or accreted value of and interest on the Bonds, including the Series 2022 Bonds.

Additionally, labor shortages affecting the railroad industry also negatively impact the Ports' ability to move container cargo through. See "THE RAILROADS" for further information regarding labor shortages at the railroads.

Safety and Security

The Authority contracts with Union Pacific and BNSF to provide security services to the Rail Corridor pursuant to the Security Services Agreement, which includes, among other things, daily security patrols and investigating and documenting any incidents that occur. Despite these security services, incidents can and sometimes do occur along the Rail Corridor. There have in the past been instances where persons have been struck by trains, or portions of the Rail Corridor have been vandalized or where packages have been stolen from trains or left along the railways. In recent years, there has been an increase in homeless encampments in areas along the Rail Corridor, which can increase the potential for injury or death or damage to the Rail Corridor. In each of these instances, the operations along the Rail Corridor may be impacted and could result in delays or re-routing. The Authority has taken steps to reduce the unauthorized presence of persons along the Rail Corridor to mitigate the potential for these incidents to arise. No assurance can be given that injury or harm to person or property or delays in operations will be avoided in the future.

Limitations on Enforceability

The rights of the owners of the Bonds, including the Series 2022 Bonds, and the enforceability of the Authority's obligation to make payments on the Bonds may be subject to bankruptcy, insolvency, arrangement, fraudulent conveyances or transfer, reorganization, moratorium and other similar laws affecting creditors' rights under currently existing law or laws enacted in the future, and under certain circumstances also may be subject to the exercise of judicial discretion and to limitation on legal remedies against public entities in the State of California. The opinion of Bond Counsel as to the enforceability of the Authority's obligations to make payment on the Bonds will be qualified as to bankruptcy and such other legal events. See "LEGAL MATTERS" below and the proposed form of Bond Counsel opinion in Appendix G. The enforceability of the Authority's rights under the Operating Agreement and under the other agreements discussed in this Official Statement also may be severely limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights under currently existing law or laws enacted in the future and in the case of Port obligations, including the Ports' obligations to pay Shortfall Advances, may also be subject to the exercise of judicial discretion under certain circumstances and to limitations on legal remedies against public entities in the State of California.

Bankruptcy and Insolvency Risks

The Ports and the Cities. Under existing law, it is unlikely that either Port is eligible to file for bankruptcy by itself. Each of the Cities, however, is eligible to file for bankruptcy under certain circumstances. Should either City file for bankruptcy, there could be adverse effects on the holders of the Series 2022 Bonds. These adverse effects could include, but may not be limited to, one or more of the following. The automatic stay provisions of the Bankruptcy Code could prevent (unless approval of the bankruptcy court were obtained) any action to collect any Shortfall Advances or any other amounts owing by such City or its Port and any action to enforce any obligation of such City or its Port under the Operating Agreement, the Use Permit, or any other agreement to which the City or its Port is a party. These restrictions may also prevent the Trustee from making payments to the holders of the Series 2022 Bonds from funds in the Trustee's possession. The City also may be able to reject the Operating Agreement, the Use Permit, or any other agreement to which such City or its Port is a party and such a rejection could deprive the Authority and the Railroads of their rights to use the Rail Corridor,

could excuse the Railroads from making any further payments under the Operating Agreement and could excuse such City from any further obligations under the agreement that has been rejected.

Payments previously made to the holders of the Series 2022 Bonds from Shortfall Advances also could be avoided as preferential payments, and the holders of the Series 2022 Bonds could be required to return such payments to the bankrupt City. In addition, the provisions of the transaction documents that require the Railroads to make payments under the Operating Agreement directly to the Trustee, rather than to the City or the Authority, may no longer be enforceable, and payments by the Railroads may be required to be made to the City. Such City also may be able, with the approval of the bankruptcy court, but without the consent and over the objection of the Authority and the holders of the Series 2022 Bonds, to alter the terms of its obligations to pay Shortfall Advances or any other amounts payable by such City or its Port, or to assign to another entity the City's (and the Port's) rights and obligations under the Use Permit, the Operating Agreement or any other agreement to which the City or its Port is a party. The occurrence of any of these, as well as the occurrence of other possible effects of a bankruptcy of a City, could result in significant delays or in reductions in payments on the Series 2022 Bonds or result in other significant losses to the holders of the Series 2022 Bonds. Regardless of any specific adverse determinations in a City bankruptcy proceeding, the fact of a City bankruptcy proceeding could have an adverse effect on the liquidity and value of the Series 2022 Bonds, notwithstanding the Series 2022 Bond Insurer(s)'s* obligation to continue to pay scheduled debt service reserve payments on the Insured Series 2022 Bonds* when due.

The Authority. The Authority is authorized under California state law to file for bankruptcy under certain circumstances. Should the Authority file for bankruptcy, there could be adverse effects on the holders of the Series 2022 Bonds. If the Use Fees and Container Charges are "special revenues" under the Bankruptcy Code, then Use Fees and Container Charges collected after the date of the bankruptcy filing should continue to be subject to the lien of the Indenture. "Special revenues" are defined to include receipts derived from the ownership or operation of projects or systems that are primarily used to provide transportation services. Although the Use Fees and Container Charges may satisfy this definition and thus may be "special revenues," no assurance can be given that a court would not hold that the Use Fees and Container Charges are not special revenues or are not subject to the lien of the Indenture.

A court could, however, conclude that the Shortfall Advances, Use Fees or Container Charges are not "special revenues." If a court reached that conclusion, any Shortfall Advances, Use Fees or Container Charges, as applicable, collected after the commencement of the bankruptcy case likely would not be subject to the lien of the Indenture. The holders of the Series 2022 Bonds may not be able to assert a claim against any property of the Authority other than the Shortfall Advances, the Use Fees and the Container Charges, and if those amounts were no longer subject to the lien of the Indenture, then there may be no amounts from which the holders of the Series 2022 Bonds are entitled to be paid.

The Bankruptcy Code provides that special revenues can be applied to necessary operating expenses of the project or system, before they are applied to other obligations. This rule applies regardless of the provisions of the transaction documents. Thus, the Authority may be able to use Use Fees and Container Charges to pay necessary operating expenses of the Rail Corridor before the remaining Use Fees and Container Charges are turned over to the Trustee to pay amounts owed to the holders of the Series 2022 Bonds. It is not clear precisely which expenses would constitute necessary operating expenses.

If the Authority is in bankruptcy, the parties (including the holders of the Series 2022 Bonds) may be prohibited from taking any action to collect any amount from the Authority or to enforce any obligation of the Authority, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the holders of the Series 2022 Bonds from funds in the Trustee's possession. The Authority may be able to require that all Use Fees and Container Charges be paid directly to it,

* Preliminary, subject to change.

notwithstanding the provisions of the transaction documents that require the Use Fees and the Container Charges to be paid directly to the Trustee.

The Authority also may be able to reject the Operating Agreement, the Use Permit, or any other agreement to which the Authority is a party; such a rejection could deprive the Railroads of their rights to use the Rail Corridor, could excuse the Railroads from making any further payments under the Operating Agreement and could excuse the Authority from any further obligations under the agreement that has been rejected.

The Authority may be able to borrow additional money that is secured by a lien on any of its property (including the Use Fees and the Container Charges), which lien could have priority over the lien of the Indenture, so long as the bankruptcy court determines that the rights of the Trustee and the holders of the Series 2022 Bonds will be “adequately protected.” A court’s determination of what is adequate protection may be different than what bondholders would consider to be adequate protection. The Authority also may be able, without the consent and over the objection of the Trustee and the holders of the Series 2022 Bonds, to alter the priority, interest rate, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants) and other terms or provisions of the Indenture and the Series 2022 Bonds, so long as the bankruptcy court determines that the alterations are fair and equitable.

There may be delays in payments on the Series 2022 Bonds while the court considers any of these issues. There may be other possible effects of a bankruptcy of the Authority that could result in delays or reductions in payments on the Series 2022 Bonds, or result in losses to the holders of the Series 2022 Bonds. Regardless of any specific adverse determinations in an Authority bankruptcy proceeding, the fact of an Authority bankruptcy proceeding could have an adverse effect on the liquidity and value of the Series 2022 Bonds, notwithstanding the Series 2022 Bond Insurer(s)’s* obligation to continue to pay scheduled debt service reserve payments on the Insured Series 2022 Bonds* when due.

The Railroads. Each of the Railroads is eligible to file for bankruptcy or to have an involuntary bankruptcy case commenced against it. Should a Railroad become the subject of a bankruptcy case, there could also be adverse effects on the holders of the Series 2022 Bonds. These adverse effects could include, but not be limited to, one or more of the following. The automatic stay provisions of the Bankruptcy Code could prevent (unless approval of the bankruptcy court were obtained) any action to collect any Use Fees, Container Charges, M & O Charges or any other amounts owed by the Railroad and any action to enforce any obligation of the debtor Railroad under the Operating Agreement or any other agreement to which the Railroad is a party. These restrictions also may prevent the Trustee from making payments to the holders of the Series 2022 Bonds from funds in the Trustee’s possession. The Railroad may be able to reject the Operating Agreement or any other agreement to which it is a party; such a rejection could excuse the Railroad from any further obligations under the agreement that has been rejected and could excuse the other parties to such agreement from any further obligations. Payments previously made to the holders of the Series 2022 Bonds may be avoidable as preferential payments, so that the holders would be required to return such payments to the Railroad or to a trustee in bankruptcy. The Railroad may be able, with the approval of the bankruptcy court, but without the consent and over the objections of the Authority, the Cities, the Ports and the holders of the Series 2022 Bonds, to alter the terms of its obligations to pay Use Fees, Container Charges or any other amounts payable by the Railroad and/or to assign its rights and obligations under the Operating Agreement, or any other agreement to which the Railroad is a party, to another entity. The occurrence of any of these, as well as the occurrence of other possible effects of a bankruptcy of a Railroad, could result in significant delays and/or in reductions in payments on the Series 2022 Bonds or other losses to the holders of the Series 2022 Bonds. Regardless of any specific adverse determinations in a Railroad bankruptcy proceeding, the fact of a Railroad bankruptcy proceeding could have an adverse effect on the liquidity and value of the Series 2022 Bonds, notwithstanding the Series 2022 Bond Insurer(s)’s* obligation to continue to pay scheduled debt service reserve payments on the Insured Series 2022 Bonds* when due.

* Preliminary, subject to change.

Bond Insurers.* The Series 2022 Bond Insurer(s) is regulated by the New York Department of Financial Services. The rights of creditors of insolvent financial guaranty insurers are governed by the insolvency laws of the states in which insurers are formed (in the case of the State of New York), and not by the Bankruptcy Code. The New York Superintendent of Financial Services has the power to order a financial guaranty insurance company to stop paying claims, or to pay claims only with the permission of the Superintendent, even before the insurance company becomes the subject of a formal insolvency proceeding. Should the Series 2022 Bond Insurer(s) become the subject of an insolvency proceeding under New York insurance law, it may be able to retain its rights to control remedies under the transaction documents and direct the Trustee and its rights to consent to amendment of transaction documents, even if it is insolvent or not paying claims as required by the Series 2022 Bond Insurance Policy. If the Series 2022 Bond Insurer(s) is in an insolvency proceeding, it may be able to require the Authority to reimburse the Series 2022 Bond Insurer(s) before paying amounts due on the Insured Series 2022 Bonds, regardless of what the transaction documents provide. If any of these circumstances occur at any time when the Authority is not making, or is unable to make, payments on the Series 2022 Bonds, there may be delays or reductions in payments on the Series 2022 Bonds. There may be other adverse effects of an insolvency on the Series 2022 Bond Insurer(s). Regardless of any specific adverse determinations in an insolvency of the Series 2022 Bond Insurer(s), the fact of an insolvency of the Series 2022 Bond Insurer(s) could have an adverse effect on the liquidity and value of the Series 2022 Bonds.]

Similar risks exist with respect to any debt service reserve surety policy that may be obtained by the Authority and with respect to other insurers, such as property and casualty insurers. See “—Limited or No Insurance.”

Income Taxation Risk Upon Defeasance

In the event the Authority were to defease all or a portion of the Series 2022B Bonds, for federal income tax purposes, the Series 2022B Bonds that are the subject of such defeasance may be deemed to be retired and “reissued” as a result of the defeasance. In such an event, a bondholder who owns such a Series 2022B Bond may recognize gain or loss on the Series 2022B Bonds at the time of defeasance. Bondholders who own Series 2022B Bonds should consult their own tax advisors regarding the tax consequences of a defeasance of the Series 2022B Bonds. See “TAX MATTERS.”

Seismic Risks, Climate Risk and Other Events of Force Majeure; Limited or No Insurance Coverage

Seismic Risks. The Ports and the Rail Corridor are located within a seismically active area, and damage from an earthquake and/or from a tsunami could range from total destruction of the Rail Corridor and/or of Port facilities, to destabilization or liquefaction of the soils underneath such facilities, to little or no damage at all. The Authority is responsible for earthquake repairs to the Rail Corridor. Six earthquakes, with magnitudes on the Richter Scale ranging from 5.9 to 7.3 and within approximately 25 to 27 miles of the Rail Corridor, have occurred within the last 80 years. A number of “active faults” are located within approximately six or seven miles of the Rail Corridor, and three known “potentially active faults” are located within 2.3 miles of the Rail Corridor.

In March 2015, the Uniform California Earthquake Rupture Forecast (the “2015 Earthquake Forecast”) was issued by the Working Group on California Earthquake Probabilities. Organizations sponsoring the Working Group on California Earthquake Probabilities include the U.S. Geological Survey, the California Geological Survey, the Southern California Earthquake Center and the California Earthquake Authority. According to the 2015 Earthquake Forecast, the probability of the Southern California region experiencing an earthquake measuring 6 or larger on the Richter Scale by 2044 is approximately 100%; an earthquake measuring 6.7 or larger on the Richter Scale by 2044 is approximately 95%; an earthquake measuring 7 or larger on the Richter Scale by 2044 is approximately 76%; an earthquake measuring 7.5 or larger on the Richter Scale by 2044 is approximately 36%; and an earthquake measuring 8 or larger on the Richter Scale by 2044 is approximately 7%. The likelihood of the Los Angeles region experiencing an earthquake measuring 6 or larger on the Richter Scale by 2044 is

* Preliminary, subject to change.

approximately 96%; measuring 6.7 or larger is approximately 60%; measuring 7 or larger is approximately 46%; measuring 7.5 or larger is approximately 31; and measuring 8 or larger on the Richter Scale by 2044 is approximately 7%.

The Ports', the Railroads' and the Authority's facilities could sustain extensive damage in a major seismic event from ground motion and liquefaction of underlying soils, which damage could include slope failures along the shoreline, pavement and rail displacement, distortions of pavement grades, breaks in utility, drainage and sewage lines, displacement or collapse of buildings, failure of bulkhead walls, and rupture of gas and fuel lines. A major seismic event in Southern California, or elsewhere in the world, also could result in the creation of a tsunami that could cause flooding and other damage, and such damage could materially and adversely affect the condition of the Rail Corridor, Port and Railroad facilities and Revenues. The Ports have advised that, to date, none of their facilities has been damaged in an earthquake or tsunami, but no assurances can be given that Port facilities (or Railroad or Authority facilities) always will be able to withstand the effects of earthquakes or tsunamis. Although the Authority currently carries limited earthquake insurance, neither of the Ports carries earthquake insurance of any kind, although one or both may from time to time set aside some funds for emergencies. The extent of damage and the long-term effects from an earthquake or tsunami, particularly ongoing earthquake activity, may be difficult to determine immediately.

Climate Risk. In May 2009, the California Climate Change Center released a final paper entitled "The Impacts of Sea-Level Rise on the California Coast" that was funded by the California Energy Commission, the California Environmental Protection Agency, the Metropolitan Transportation Commission, the California Department of Transportation and the California Ocean Protection Council. The paper posits that increases in sea level will be a significant impact of climate change over the next century and that future flood risk with sea-level rise could be significant at California's major ports, including the Ports. While noting that, among other things, sea-level rise can reduce bridge clearance, reduce efficiency of port operations or flood transportation infrastructure to and from ports, the paper states that impacts are highly site-specific and somewhat speculative. The Authority is unable to predict whether sea-level rise or other impacts of climate change will occur while the Series 2022 Bonds are Outstanding, and if any such events occur, whether there will be an adverse impact, material or otherwise, on Revenues.

Environmental Risk. Design, construction and operation of the Project are subject to and influenced by or result in a number of environmental considerations. See "THE PORT OF LOS ANGELES—Environmental and Regulatory Matters" in Appendix B and "THE PORT OF LONG BEACH—Environmental Compliance" in Appendix C. In December 2010, a crude oil release was discovered in the Dominguez Channel and nearby storm water drainage systems adjacent to the Rail Corridor. The U.S. Environmental Protection Agency (the "EPA") initially issued orders to several parties to take responsibility for mitigation, investigation and clean-up efforts and containment of the release, including, the Ports and the Authority. The source of the release was discovered to be an oil pipeline owned and operated by Crimson Pipeline Management Company, who assumed responsibility for the release, including repaying the Authority for most of the costs it incurred in connection with the issue through a settlement agreement in 2015.

Other Factors and Events of Force Majeure. The operation and Revenues of the Rail Corridor may be materially adversely affected by the following factors and events, including but not limited to: (i) the duration or extent of the COVID-19 pandemic or another outbreak or pandemic or force majeure event; such as damaging storms, winds and floods, fires and explosions, strikes and lockouts, terrorist attacks, sabotage, wars, blockades, riots and spills of hazardous substances; (ii) any significant act of terrorism on United States soil or against United States interests, for example, or at any port or other major facility anywhere in the world, and the impacts on international trade; (iii) the COVID-19 pandemic or another outbreak or pandemic may disrupt the local, State, national or global economy, manufacturing or supply chain, or whether any such disruption may adversely impact Authority-related construction, the cost, source of funds, or operations; (iv) the COVID-19 pandemic or another outbreak or pandemic, or the resultant disruption to the local, state, national or global economies, may result in changes in demand for shipping, including long-term changes in consumer behavior and the operations of other businesses, or may have an impact on the shipping industry, generally; and (v) the implementation of new or increased security, safety or environmental measures or other changes in law or regulations, revocation or revision

of permits and litigation, among other things. No assurance can be given that such events would be covered by insurance.

Limited or No Insurance. Although the Authority is required to provide insurance, the required insurance policies do not cover damage and delay from all events that could interrupt operation of the Rail Corridor. In particular, either losses resulting from earthquakes, tsunamis, floods or acts of terrorism or from strikes, riot, civil commotion, unforeseen environmental conditions, change of law, bankruptcy and insurer insolvency are not covered by insurance or any insurance that is available may not be in amounts that would be sufficient or be paid in sufficient time in all events (or at all) to pay all of the Authority's expenses, including debt service on the Bonds. In addition, the availability of insurance coverage could vary from time to time, and there can be no assurance that the Authority will be able to obtain or to renew insurance policies in a timely manner or that the provider of any such insurance coverage always will be willing or able to honor its policies. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Insurance Covenants."

No assurances can be given that the Authority will be able to repair any damage or will be able to resume operation of the Rail Corridor or that the Ports and Railroads would be able to repair damage to their facilities and resume operations following a significant event of force majeure.

Community, Political and Regulatory Risks

In 2014, legislation was introduced in the California Legislature which proposed to replace the Authority's existing rights to collect Use Fees and Container Charges under the Use and Operating Agreement with a new system of assessing and collecting fees which would require, among other things, fees to be paid by beneficial owners of cargo rather than by the Railroads, prior to the cargo entering the Rail Corridor, subject to certain exceptions. If enacted, such legislation would have resulted in, among other things, significant legal challenges. The Authority, the Ports and the Los Angeles County Board of Supervisors opposed the legislation on various legal grounds and the legislation was ultimately not referred out of committee nor considered by the California Legislature. There can be no assurance that legislation similar to the foregoing or other adverse legislation will not be introduced or enacted in the future and, if enacted, would not have a material adverse effect on the Authority or the Bonds.

Continued operation of the Project could have considerable local business and community impacts, including noise, vibrations and traffic congestion that over time and as development of surrounding areas increases could trigger protests and objections from nearby communities. Particularly if local structures, waters or grounds near the Project are damaged or polluted whether from operation of the Rail Corridor or because of some other, unrelated cause, such protests and objections could lead to increased regulation and/or to the need for increased capital or operating expenditures, and no assurances can be given that operation of the Rail Corridor will not be severely limited as a result.

The Authority, the Railroads, each of the Ports and each of their permittees and customers are subject to environmental, safety, security, permit and other federal and State regulatory requirements and inspections that can result in delays and in increased costs. The Rail Corridor, for example, is subject to frequent inspections by the FRA and by the California Public Utilities Commission. No assurances can be given that such inspections will not cause or lead to interference in operations or to additional conditions to the continuation of operations.

Cybersecurity

[Subject to Update/Discussion]

The Authority relies on a complex technology environment to conduct its operations. As a recipient and provider of personal, private, and sensitive information, the Authority and its departments and offices face multiple cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computers and other sensitive digital networks and systems.

Although the Authority has undertaken many emergency preparedness and security improvements, a terrorist attack, cyber breach or significant natural disaster could materially impair operations and revenues. No assurances can be given that the Authority's security and operational control measures will be successful in

guarding against any and each cyber threat and attack or that insurance proceeds will be adequate to cover potential liabilities. The results of any attack on the Authority's computer and information technology systems could impact its operations and damage the Authority's digital networks and systems, and the costs of remedying any such damage could be substantial.

No Acceleration of the Series 2022 Bonds

The Indenture contains no provisions for acceleration of the maturity of the Bonds, including the Series 2022 Bonds, after any payment default or after any other default by the Authority. The Indenture permits the issuance of additional Bonds, including variable-rate Bonds that may be secured by letters of credit or other credit facilities. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Additional Bonds." Under certain circumstances, such variable-rate Bonds could be subject to mandatory tenders for purchase or to mandatory redemption at the direction of the bank or other credit enhancer, and the Authority could be required to reimburse such bank or credit enhancer and to retire all of such bonds prior to the payment in full of the Series 2022 Bonds.

Continuing Compliance with Tax Covenants; Changes of Law

The Indenture and the Authority's tax certificate will contain various covenants and agreements on the part of the Authority that are intended to establish and maintain the tax-exempt status of interest on the Series 2022 Bonds. A failure by the Authority to comply with such covenants and agreements, including any remediation obligations, could, directly or indirectly, adversely affect the tax-exempt status of interests on the Series 2022 Bonds. Any loss of tax-exemption could cause all of the interest received by the Owners of the Series 2022 Bonds to be taxable. All or a portion of interest on the Series 2022 Bonds also could become subject to federal and/or State income tax as a result of changes of law. See "TAX MATTERS." The Authority is not required to redeem the Series 2022 Bonds should the interest become taxable.

Potential Future Financings

The Authority expects to issue its Series 2023A Bonds in calendar year 2023, which issuance may be impacted by the tender of the Series 2013A Bonds, particularly if all of the Series 2013A Bonds are tendered. The Authority is also considering a future financing in Bond Year 2026. The issuance in Bond Year 2026 would be expected to refund certain of the Outstanding Bonds. The Authority intends to continue monitoring its Outstanding Bonds for additional opportunities to better align debt service on the Bonds with estimated future Revenues and to potentially reduce the frequency and amount of future Shortfall Advances, if necessary, through such refunding of Bonds, refinancing and restructuring in order to continue to minimize costs. There can be no assurance that any such future refunding, refinancing, or restructuring will be completed.

THE RAILROADS

[Subject to Update/Confirmation]

The Railroads have agreed to pay Use Fees, Container Charges and M & O Charges in accordance with, and for the term specified in, the Operating Agreement. The Use Fees and Container Charges paid by the Railroads are the primary source of Revenues pledged to the payment of the Bonds, but the Railroads are not responsible for paying, and are not guaranteeing the payment of, the principal or accreted value of, premium, if any, or interest on the Bonds, including the Series 2022 Bonds. The Bonds, including the Series 2022 Bonds, are not secured by a lien on any properties or improvements of the Railroads or by a pledge of any revenues of the Railroads. Although other railroad companies may in the future use the Rail Corridor under certain circumstances, the Railroads are currently, and are expected to remain in the future, the sole users of the Rail Corridor. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations" and "AUTHORITY REVENUES."

Union Pacific and BNSF are Class I freight railroads and are the largest and most profitable railroads in North America. Union Pacific operates across approximately 32,300 route miles serving 23 states in the western two-thirds of the United States and cooperating with other carriers, handles freight to and from the Atlantic Coast,

the Pacific Coast, the Southeast, the Southwest, Canada and Mexico. BNSF operates across approximately 32,500 route miles, reaching 28 states and three Canadian provinces.

[Subject to Discussion] Since early 2021, the railroads have experienced a labor shortage, thus creating servicing issues in the rail industry. On April 26, 2022, the U.S. Surface Transportation Board began two days of emergency public hearings regarding the delays and inconsistent service of freight railroads. Since the COVID-19 pandemic, rails have lost about 20 percent of its workforce. The unreliability of freight rails [has and may continue to] adversely impact the Ports' revenues and operations. See "BONDHOLDERS' RISKS – Labor Shortage and Unrest." To curtail these inefficiencies, Union Pacific has hired 450 workers since January 2021 and BNSF plans to hire 1,000 additional workers in calendar year 2022. BNSF and Union Pacific both imposed more stringent attendance rules to ensure enough crew members are present to operate the trains.

BNSF and Union Pacific Corporation, the parent of Union Pacific, currently are subject to the informational requirements of the Exchange Act, and are required to file reports and other information with the Securities and Exchange Commission (the "SEC"). The reports and other information can be inspected and copied at the public reference facility that the SEC maintains, or may be accessed electronically by means of the SEC's home page on the Internet (<http://www.sec.gov>). See "THE RAILROADS" in Appendix D. The Authority is not responsible for and makes no representation concerning information filed by the Railroads. See "BONDHOLDERS' RISKS – Uncertainties of the Railroad Industry" regarding the evolving landscape of the railroads.

The information about the Railroads included or referred to in this Official Statement is derived solely from public information filed by BNSF and by Union Pacific Corporation, the parent of Union Pacific, with the SEC. It is not possible for the Authority to verify all of the information provided by third parties, including the Railroads. The Railroads have not provided the information contained in this Official Statement and have not reviewed this Official Statement. The Authority makes no representations about this information.

Union Pacific

Union Pacific is incorporated in Delaware. All of the issued and outstanding shares of voting stock of Union Pacific are owned, directly or indirectly, by Union Pacific Corporation, a Utah corporation. Union Pacific operates various railroad and railroad-related businesses and is the largest railroad in North America. Union Pacific's approximately 32,300 route miles, traveling through 23 states, link Pacific Coast and Gulf Coast ports to the Midwest and eastern United States gateways and provide several north/south corridors to key Mexican gateways. Union Pacific serves the western two-thirds of the country and maintains coordinated schedules with other carriers for the handling of freight to and from the Atlantic Coast, the Pacific Coast, the Southeast, the Southwest, Canada and Mexico. Export and import traffic is moved through Gulf Coast and Pacific Coast ports and across the Mexican and Canadian borders. The largest of Union Pacific's roughly 10,000 customers include steamship lines, vehicle manufacturers, agricultural companies, utilities, intermodal companies and chemical manufacturers. Union Pacific has approximately 32,000 full-time equivalent employees as of December 31, 2021, of whom approximately 84% are represented by 13 major rail unions. See "THE RAILROADS—Union Pacific Railroad Company" in Appendix D.

BNSF

BNSF, a subsidiary of Berkshire Hathaway, Inc., is also incorporated in Delaware. BNSF engages primarily in the rail transportation business and operates one of the largest railroad systems in North America. BNSF's approximately 32,500 route miles run through 28 states and three Canadian provinces and serve approximately 25 intermodal facilities. BNSF's network serves the Midwest, Pacific Northwest, Western, Southwestern and Southeastern regions and ports of the United States, stretching from major Pacific Northwest and Southern California ports to the Midwest, Southeast and Southwest, and from the Gulf of Mexico to Canada. Freight revenues are generated mainly through the transportation of consumer products, coal, industrial products and agricultural products. BNSF has approximately 35,000 employees as of December 31, 2021. See "THE RAILROADS—BNSF Railway Company" in Appendix D.

THE PORTS

According to the Pacific Merchant Shipping Association (PMSA), POLA and POLB, combined, handled approximately 20.1 million TEUs during calendar year 2021, as compared to approximately 17.3 million TEUs during calendar year 2020.

POLA is located in San Pedro Bay, approximately 20 miles south of downtown Los Angeles, California, and currently serves approximately 80 shipping companies and agents with facilities that include 270 berthing facilities along 43 miles of waterfront. According to the American Association of Port Authorities, during calendar year 2020, POLA was the busiest container port in North America in terms of containerized cargo volume, handling approximately 10.7 million TEUs. POLA is governed by the Los Angeles Board of Harbor Commissioners. See “THE PORTS” below and “THE PORT OF LOS ANGELES” in Appendix B.

POLB, located adjacent to POLA, is a harbor complex that covers approximately 7,600 acres of land and water and includes all of the harbor facilities of the City of Long Beach, California. POLB includes 31.5 miles of waterfront with approximately 65 deep-water cargo berths. According to the American Association of Port Authorities, during calendar year 2021, the Port of Long Beach was the second busiest container port in North America in terms of cargo volume, handling approximately 9.5 million TEUs. POLB is operated and managed by the Harbor Department of the City of Long Beach. Pursuant to the Charter of the City of Long Beach, exclusive control and management of the Harbor Department of the City of Long Beach has been conferred on the Board of Harbor Commissioners of the City of Long Beach. See “THE PORTS” below and “THE PORT OF LONG BEACH” in Appendix C.

The Ports are obligated only to make the payments required by the Operating Agreement (not to exceed for each Port in any calendar year 20% of the Annual Amount, as defined in the Operating Agreement). The Ports are not responsible for paying, and are not guaranteeing the payment of, the principal or accreted value of, premium, if any, or interest on the Bonds, and neither Port is responsible for paying more than 20% of the Annual Amount. The Operating Agreement provides that under certain circumstances, the Ports will be obligated, severally and not jointly, to pay Shortfall Advances, which are part of the Revenues pledged to the payment of the Bonds, including the Series 2022 Bonds. The payment of Shortfall Advances by the Ports is payable after all of the Ports’ other obligations, including operation and maintenance costs, have been paid. The Bonds are not secured by a lien on any properties or improvements of the Ports or by a pledge of any revenues of the Ports. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations,” “AUTHORITY REVENUES— Shortfall Advances and Other Port Advances” and “BONDHOLDERS’ RISKS—Shortfall Advances Are Limited Subordinate Obligations of the Ports.”

See Appendix B for further information regarding POLA and Appendix C for further information regarding POLB.

The information in this Official Statement about POLA, including in Appendix B, was provided by POLA, and the information in this Official Statement about POLB, including in Appendix C, was provided by POLB. The Authority makes no representation concerning such information. It is not possible for the Authority to verify all of the information provided by third parties, including the Ports.

CONTINUING DISCLOSURE

The Authority and the Ports

The Authority has covenanted for the benefit of the holders and beneficial owners of the Series 2022 Bonds to provide certain financial and operating information not later than April 1 (or June 1 with respect to POLB, on and after the date that the 1999 Bonds and the 2004 Subordinate Lien Bonds are no longer Outstanding) of each year in which any Series 2022 Bonds are Outstanding, commencing April 1, 2017 with the report for the 2021-22 Fiscal Year (each an “Annual Report”). In addition, the Authority has covenanted to provide notices of the occurrence of certain enumerated events. In connection with the Authority’s disclosure obligations, each of the Ports has covenanted for the benefit of the holders and beneficial owners of the Series 2022 Bonds to provide the Authority with certain financial and operating information, not later than March 1 (or May 1 with respect to POLB, on and after the date that the 1999 Bonds and the 2004 Subordinate Lien Bonds are no longer Outstanding)

of each year in which any Series 2022 Bonds are Outstanding, commencing with the report for the 2020-21 Fiscal Year. Because POLB's fiscal year ends on September 30 (three months later than POLA's and the Authority's fiscal years, at times information about POLB is filed in a separate supplement to an Annual Report. The Annual Reports are required to be filed by the Authority with the MSRB through its EMMA system. From time to time POLB's audited financial statements are not completed prior to April 1, and in such instances and in compliance with its continuing disclosure obligations, unaudited financial information is included in the form of the Table C-7 in Appendix C titled "PORT OF LONG BEACH COMPARATIVE SUMMARY OF STATEMENTS OF REVENUES AND EXPENSES FISCAL YEARS ENDED SEPTEMBER 30" and the audited financials are provided as soon as they are available. The specific nature of information to be contained in the Annual Report or the notices of enumerated events is summarized in the form of the Continuing Disclosure Certificate in Appendix H. These covenants have been made in order to assist the Underwriters in complying with SEC Rule 15c2-12(b)(5).

In June 2017, S&P lowered the ratings on the insurer of certain of the Authority's Outstanding Senior Lien Bonds and such action lowered the rating on such bonds. The Authority included notice of the ratings on these bonds in its annual continuing disclosure report posted in March 2018.

The Railroads

Each of the Railroads also has covenanted to provide certain financial information for the benefit of the holders and beneficial owners of the Series 2022 Bonds. This information is incorporated in documents filed with the SEC. BNSF has agreed that if in the future it is no longer subject to the informational requirements of Sections 13 or 15(d) of the Exchange Act and Union Pacific has agreed that if in the future neither Union Pacific nor Union Pacific Corporation is subject to the informational requirements of Sections 13 or 15(d) of the Exchange Act, it will notify the Trustee and will furnish certain financial information and operating data to the MSRB through its EMMA system. See "THE RAILROADS" in Appendix D.

TAX MATTERS –TAX-EXEMPT BONDS

Federal Income Taxes

The Internal Revenue Code of 1986, as amended (the "Code"), imposes certain requirements that must be met subsequent to the issuance and delivery of the Tax-Exempt Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Tax-Exempt Bonds. Pursuant to the Master Indenture and the Tax Certificate executed by the Authority, the ("Tax Certificate") the Authority has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Tax-Exempt Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, the Authority has made certain representations and certifications in the Master Indenture and the Tax Certificate. Bond Counsel will not independently verify the accuracy of those representations and certifications.

In the opinion of Nixon Peabody LLP, Bond Counsel, under existing law and assuming compliance with the aforementioned covenant, and the accuracy of certain representations and certifications made by the Authority described above, interest on the Tax-Exempt Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code.

State Taxes

Bond Counsel is also of the opinion that interest on the Tax-Exempt Bonds is exempt from personal income taxes of the State of California under present State law. Bond Counsel expresses no opinion as to other State, City or local tax consequences arising with respect to the Tax-Exempt Bonds nor as to the taxability of the Tax-Exempt Bonds or the income therefrom under the laws of any jurisdiction other than the State of California.

Original Issue Discount

Bond Counsel is further of the opinion that the excess of the principal amount of a maturity of the Tax-

Exempt Bonds over its issue price (i.e., the first price at which price a substantial amount of such maturity of the Tax-Exempt Bonds was sold to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (each, a “Discount Tax-Exempt Bond” and collectively the “Discount Tax-Exempt Bonds”) constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the Tax-Exempt Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Tax-Exempt Bond and the basis of each Discount Tax-Exempt Bond acquired at such issue price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Tax-Exempt Bonds, even though there will not be a corresponding cash payment. Owners of the Discount Tax-Exempt Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Discount Tax-Exempt Bonds.

Original Issue Premium

Tax-Exempt Bonds sold at prices in excess of their principal amounts are “Premium Tax-Exempt Bonds”. An initial purchaser with an initial adjusted basis in a Premium Tax-Exempt Bond in excess of its principal amount will have amortizable bond premium which offsets the amount of tax-exempt interest and is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Tax-Exempt Bond based on the purchaser’s yield to maturity (or, in the case of Premium Tax-Exempt Bonds callable prior to their maturity, over the period to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). For purposes of determining gain or loss on the sale or other disposition of a Premium Tax-Exempt Bond, an initial purchaser who acquires such obligation with an amortizable bond premium is required to decrease such purchaser’s adjusted basis in such Premium Tax-Exempt Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Tax-Exempt Bonds. Owners of the Premium Tax-Exempt Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Tax-Exempt Bonds.

Ancillary Tax Matters

Ownership of the Tax-Exempt Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad Retirement benefits, individuals seeking to claim the earned income credit, and taxpayers (including banks, thrift institutions and other financial institutions) who may be deemed to have incurred or continued indebtedness to purchase or to carry the Tax-Exempt Bonds. Prospective investors are advised to consult their own tax advisors regarding these rules.

Interest paid on tax-exempt obligations such as the Tax-Exempt Bonds is subject to information reporting to the Internal Revenue Service (the “IRS”) in a manner similar to interest paid on taxable obligations. In addition, interest on the Tax-Exempt Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner’s taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Bond Counsel is not rendering any opinion as to any federal tax matters other than those described in the opinions attached as Appendix G. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Tax-Exempt Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Changes in Law and Post Issuance Events

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Tax-Exempt

Bonds for federal or state income tax purposes, and thus on the value or marketability of the Tax-Exempt Bonds. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the Tax-Exempt Bonds from gross income for federal or state income tax purposes, or otherwise. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the Tax-Exempt Bonds may occur. Prospective purchasers of the Tax-Exempt Bonds should consult their own tax advisors regarding the impact of any change in law on the Tax-Exempt Bonds.

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Tax-Exempt Bonds may affect the tax status of interest on the Tax-Exempt Bonds. Bond Counsel expresses no opinion as to any federal, state or local tax law consequences with respect to the Tax-Exempt Bonds, or the interest thereon, if any action is taken with respect to the Tax-Exempt Bonds or the proceeds thereof upon the advice or approval of other counsel.

TAX MATTERS – SERIES 2022B BONDS

Federal Income Taxes

The following is a summary of certain anticipated United States federal income tax consequences of the purchase, ownership and disposition of the Taxable Bonds. The summary is based upon the provisions of the Code, the Treasury Regulations promulgated thereunder and the judicial and administrative rulings and decisions now in effect, all of which are subject to change. Such authorities may be repealed, revoked, or modified, possibly with retroactive effect, so as to result in United States federal income tax consequences different from those described below. The summary generally addresses Taxable Bonds held as capital assets within the meaning of Section 1221 of the Code and does not purport to address all aspects of federal income taxation that may affect particular investors in light of their individual circumstances or certain types of investors subject to special treatment under the federal income tax laws, including but not limited to financial institutions, insurance companies, dealers in securities or currencies, persons holding such Taxable Bonds as a hedge against currency risks or as a position in a “straddle,” “hedge,” “constructive sale transaction” or “conversion transaction” for tax purposes, or persons whose functional currency is not the United States dollar. It also does not deal with holders other than original purchasers that acquire Taxable Bonds at their initial issue price except where otherwise specifically noted. Potential purchasers of the Taxable Bonds should consult their own tax advisors in determining the federal, state, local, foreign and other tax consequences to them of the purchase, holding and disposition of the Taxable Bonds.

The Authority has not sought and will not seek any rulings from the Internal Revenue Service with respect to any matter discussed herein. No assurance can be given that the Internal Revenue Service would not assert, or that a court would not sustain, a position contrary to any of the tax characterizations and tax consequences set forth below

U.S. Holders

As used herein, the term “U.S. Holder” means a beneficial owner of Taxable Bonds that is (a) an individual citizen or resident of the United States for federal income tax purposes, (b) a corporation, including an entity treated as a corporation for federal income tax purposes, created or organized in or under the laws of the United States or any State thereof (including the District of Columbia), (c) an estate whose income is subject to federal income taxation regardless of its source, or (d) a trust if a court within the United States can exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust. Notwithstanding clause (d) of the preceding sentence, to the extent provided in Treasury regulations, certain trusts in existence on August 20, 1996, and treated as United States persons prior to that date that elect to continue to be treated as United States persons also will be U.S. Holders. In addition, if a partnership (or other entity or arrangement treated as a partnership for federal income tax purposes) holds Taxable Bonds, the tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partnership. If a U.S. Holder is a partner in a partnership (or other entity or arrangement treated as a partnership for federal income tax purposes) that holds Taxable Bonds, the U.S. Holder is urged to

consult its own tax advisor regarding the specific tax consequences of the purchase, ownership and dispositions of the Taxable Bonds.

Taxation of Interest Generally

Interest on the Taxable Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Code and so will be fully subject to federal income taxation. Purchasers will be subject to federal income tax accounting rules affecting the timing and/or characterization of payments received with respect to such Taxable Bonds. In general, interest paid on the Taxable Bonds and recovery of any accrued original issue discount and market discount will be treated as ordinary income to a bondholder, and after adjustment for the foregoing, principal payments will be treated as a return of capital to the extent of the U.S. Holder's adjusted tax basis in the Taxable Bonds and capital gain to the extent of any excess received over such basis.

Recognition of Income Generally

Section 451(b) of the Code provides that purchasers using an accrual method of accounting for U.S. federal income tax purposes may be required to include certain amounts in income no later than the time such amounts are reflected on certain financial statements of such purchaser. In this regard, Treasury Regulations provide that, with the exception of certain fees, the rule in section 451(b) will generally not apply to the timing rules for original issue discount and market discount, or to the timing rules for de minimis original issue discount and market discount. Prospective purchasers of the Taxable Bonds should consult their own tax advisors regarding any potential applicability of these rules and their impact on the timing of the recognition of income related to the Taxable Bonds under the Code.

Original Issue Discount

The following summary is a general discussion of certain federal income tax consequences of the purchase, ownership and disposition of Taxable Bonds issued with original issue discount ("Discount Taxable Bonds"). A Taxable Bond will be treated as having been issued with an original issue discount if the excess of its "stated redemption price at maturity" (defined below) over its issue price (defined as the initial offering price to the public at which a substantial amount of the Taxable Bonds of the same maturity have first been sold to the public, excluding bond houses and brokers) equals or exceeds one quarter of one percent of such Taxable Bond's stated redemption price at maturity multiplied by the number of complete years to its maturity (or, in the case of an installment obligation, its weighted average maturity).

A Taxable Bond's "stated redemption price at maturity" is the total of all payments provided by the Taxable Bond that are not payments of "qualified stated interest." Generally, the term "qualified stated interest" includes stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually at a single fixed rate or certain floating rates.

In general, the amount of original issue discount includible in income by the initial holder of a Discount Taxable Bond is the sum of the "daily portions" of original issue discount with respect to such Discount Taxable Bond for each day during the taxable year in which such holder held such Taxable Bond. The daily portion of original issue discount on any Discount Taxable Bond is determined by allocating to each day in any "accrual period" a ratable portion of the original issue discount allocable to that accrual period.

An accrual period may be of any length, and may vary in length over the term of a Discount Taxable Bond, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs at the end of an accrual period. The amount of original issue discount allocable to each accrual period is equal to the difference between (i) the product of the Discount Taxable Bond's adjusted issue price at the beginning of such accrual period and its yield to maturity (determined on the basis of compounding at the close of each accrual period and appropriately adjusted to take into account the length of the particular accrual period) and (ii) the amount of any qualified stated interest payments allocable to such accrual period. The "adjusted issue price" of a Discount Taxable Bond at the beginning of any accrual period is the sum of the issue price of the Discount Taxable Bond plus the amount of original issue discount allocable to all prior accrual periods minus the amount of any prior payments on the Discount Taxable Bond that were not qualified stated interest

payments. Under these rules, holders generally will have to include in income increasingly greater amounts of original issue discount in successive accrual periods.

Holders utilizing the accrual method of accounting may generally, upon election, include in gross income all interest (including stated interest, acquisition discount, original issue discount, de minimis original issue discount, market discount, de minimis market discount, and unstated interest, as adjusted by any amortizable bond premium or acquisition premium) on a Taxable Bond by using the constant yield method applicable to original issue discount, subject to certain limitations and exceptions.

Market Discount

A holder who purchases a Taxable Bond at a price which includes market discount (i.e., at a purchase price that is less than its adjusted issue price in the hands of an original owner) in excess of a prescribed de minimis amount will be required to recharacterize all or a portion of the gain as ordinary income upon receipt of each scheduled or unscheduled principal payment or upon other disposition. In particular, such holder will generally be required either (a) to allocate each such principal payment to accrued market discount not previously included in income and to recognize ordinary income to that extent and to treat any gain upon sale or other disposition of such a Taxable Bond as ordinary income to the extent of any remaining accrued market discount or (b) to elect to include such market discount in income currently as it accrues on all market discount instruments acquired by such holder on or after the first day of the taxable year to which such election applies.

The Code authorizes the Treasury Department to issue regulations providing for the method for accruing market discount on debt instruments the principal of which is payable in more than one installment. Until such time as regulations are issued by the Treasury Department, certain rules described in the legislative history of the Tax Reform Act of 1986 will apply. Under those rules, market discount will be included in income either (a) on a constant interest basis or (b) in proportion to the accrual of stated interest.

A holder of a Taxable Bond who acquires such Taxable Bond at a market discount also may be required to defer, until the maturity date of such Taxable Bond or the earlier disposition in a taxable transaction, the deduction of a portion of the amount of interest that the holder paid or accrued during the taxable year on indebtedness incurred or maintained to purchase or carry a Taxable Bond in excess of the aggregate amount of interest (including original issue discount) includable in such holder's gross income for the taxable year with respect to such Taxable Bond. The amount of such net interest expense deferred in a taxable year may not exceed the amount of market discount accrued on the Taxable Bond for the days during the taxable year on which the holder held the Taxable Bond and, in general, would be deductible when such market discount is includable in income. The amount of any remaining deferred deduction is to be taken into account in the taxable year in which the Taxable Bond matures or is disposed of in a taxable transaction. In the case of a disposition in which gain or loss is not recognized in whole or in part, any remaining deferred deduction will be allowed to the extent gain is recognized on the disposition. This deferral rule does not apply if the bondholder elects to include such market discount in income currently as described above.

Taxable Bond Premium

A holder of a Taxable Bond who purchases such Taxable Bond at a cost greater than its remaining redemption amount will have amortizable bond premium. If the holder elects to amortize this premium under Section 171 of the Code (which election will apply to all Taxable Bonds held by the holder on the first day of the taxable year to which the election applies and to all Taxable Bonds thereafter acquired by the holder), such a holder must amortize the premium using constant yield principles based on the holder's yield to maturity. Amortizable bond premium is generally treated as an offset to interest income, and a reduction in basis is required for amortizable bond premium that is applied to reduce interest payments. Purchasers of Taxable Bonds who acquire such Taxable Bonds at a premium should consult with their own tax advisors with respect to federal, state and local tax consequences of owning such Taxable Bonds.

Surtax on Unearned Income

Section 1411 of the Code generally imposes a tax of 3.8% on the "net investment income" of certain individuals, trusts and estates. Among other items, net investment income generally includes gross income from

interest and net gain attributable to the disposition of certain property, less certain deductions. U.S. Holders should consult their own tax advisors regarding the possible implications of this provision in their particular circumstances.

Sale or Redemption of Taxable Bonds

A bondholder's adjusted tax basis for a Taxable Bond is the price such holder pays for the Taxable Bond plus the amount of original issue discount and market discount previously included in income and reduced on account of any payments received on such Taxable Bond other than "qualified stated interest" and any amortized bond premium. Gain or loss recognized on a sale, exchange or redemption of a Taxable Bond, measured by the difference between the amount realized and the bondholder's tax basis as so adjusted, will generally give rise to capital gain or loss if the Taxable Bond is held as a capital asset (except in the case of Taxable Bonds acquired at a market discount, in which case a portion of the gain will be characterized as interest and therefore ordinary income).

If the terms of a Taxable Bond are materially modified, in certain circumstances, a new debt obligation would be deemed "reissued", or created and exchanged for the prior obligation in a taxable transaction. Among the modifications which may be treated as material are those related to the redemption provisions and, in the case of a nonrecourse obligation, those which involve the substitution of collateral. In addition, the defeasance of a Taxable Bond under the defeasance provisions of the [Master Indenture] could result in a deemed sale or exchange of such Taxable Bond.

EACH POTENTIAL HOLDER OF TAXABLE BONDS SHOULD CONSULT ITS OWN TAX ADVISOR CONCERNING (1) THE TREATMENT OF GAIN OR LOSS ON SALE, REDEMPTION OR DEFEASANCE OF THE TAXABLE BONDS, AND (2) THE CIRCUMSTANCES IN WHICH TAXABLE BONDS WOULD BE DEEMED REISSUED AND THE LIKELY EFFECTS, IF ANY, OF SUCH REISSUANCE.

Non-U.S. Holders

The following is a general discussion of certain United States federal income tax consequences resulting from the beneficial ownership of Taxable Bonds by a person other than a U.S. Holder, a former United States citizen or resident, or a partnership or entity treated as a partnership for United States federal income tax purposes (a "Non-U.S. Holder").

Subject to the discussion of backup withholding and the Foreign Account Tax Compliance Act ("FATCA"), payments of principal by the Authority or any of its agents (acting in its capacity as agent) to any Non-U.S. Holder will not be subject to federal withholding tax. In the case of payments of interest to any Non-U.S. Holder, however, federal withholding tax will apply unless the Non-U.S. Holder (1) does not own (actually or constructively) 10 percent or more of the voting equity interests of the Authority, (2) is not a controlled foreign corporation for United States tax purposes that is related to the Authority (directly or indirectly) through stock ownership, and (3) is not a bank receiving interest in the manner described in Section 881(c)(3)(A) of the Code. In addition, either (1) the Non-U.S. Holder must certify on the applicable IRS Form W-8 (series) (or successor form) to the Authority, its agents or paying agents or a broker under penalties of perjury that it is not a U.S. person and must provide its name and address, or (2) a securities clearing organization, bank or other financial institution, that holds customers' securities in the ordinary course of its trade or business and that also holds the Taxable Bonds must certify to the Authority or its agent under penalties of perjury that such statement on the applicable IRS Form W-8 (series) (or successor form) has been received from the Non-U.S. Holder by it or by another financial institution and must furnish the interest payor with a copy.

Interest payments may also be exempt from federal withholding tax depending on the terms of an existing federal income tax treaty, if any, in force between the U.S. and the resident country of the Non-U.S. Holder. The U.S. has entered into an income tax treaty with a limited number of countries. In addition, the terms of each treaty differ in their treatment of interest and original issue discount payments. Non-U.S. Holders are urged to consult their own tax advisor regarding the specific tax consequences of the receipt of interest payments, including original issue discount. A Non-U.S. Holder that does not qualify for exemption from withholding as described above must

provide the Authority or its agent with documentation as to his, her, or its identity to avoid the U.S. backup withholding tax on the amount allocable to a Non-U.S. Holder. The documentation may require that the Non-U.S. Holder provide a U.S. tax identification number.

If a Non-U.S. Holder is engaged in a trade or business in the United States and interest on a Taxable Bond held by such holder is effectively connected with the conduct of such trade or business, the Non-U.S. Holder, although exempt from the withholding tax discussed above (provided that such holder timely furnishes the required certification to claim such exemption), may be subject to United States federal income tax on such interest in the same manner as if it were a U.S. Holder. In addition, if the Non-U.S. Holder is a foreign corporation, it may be subject to a branch profits tax equal to 30% (subject to a reduced rate under an applicable treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments. For purposes of the branch profits tax, interest on a Taxable Bond will be included in the earnings and profits of the holder if the interest is effectively connected with the conduct by the holder of a trade or business in the United States. Such a holder must provide the payor with a properly executed IRS Form W-8ECI (or successor form) to claim an exemption from United States federal withholding tax.

Generally, any capital gain realized on the sale, exchange, retirement or other disposition of a Taxable Bond by a Non-U.S. Holder will not be subject to United States federal income or withholding taxes if (1) the gain is not effectively connected with a United States trade or business of the Non-U.S. Holder, and (2) in the case of an individual, the Non-U.S. Holder is not present in the United States for 183 days or more in the taxable year of the sale, exchange, retirement or other disposition, and certain other conditions are met.

For newly issued or reissued obligations, such as the Taxable Bonds, FATCA imposes U.S. withholding tax on interest payments and, for dispositions after December 31, 2018, gross proceeds of the sale of the Taxable Bonds paid to certain foreign financial institutions (which is broadly defined for this purpose to generally include non-U.S. investment funds) and certain other non-U.S. entities if certain disclosure and due diligence requirements related to U.S. accounts or ownership are not satisfied, unless an exemption applies. An intergovernmental agreement between the United States and an applicable non-U.S. country may modify these requirements. In any event, bondholders or beneficial owners of the Taxable Bonds shall have no recourse against the Authority, nor will the Authority be obligated to pay any additional amounts to “gross up” payments to such persons, as a result of any withholding or deduction for, or on account of, any present or future taxes, duties, assessments or government charges with respect to payments in respect of the Taxable Bonds. However, it should be noted that on December 13, 2018, the IRS issued Proposed Treasury Regulation Section 1.1473-1(a)(1) which proposes to remove gross proceeds from the definition of “withholdable payment” for this purpose.

Non-U.S. Holders should consult their own tax advisors with respect to the possible applicability of federal withholding and other taxes upon income realized in respect of the Taxable Bonds.

Information Reporting and Backup Withholding

For each calendar year in which the Taxable Bonds are Outstanding, the Authority, its agents or paying agents or a broker is required to provide the IRS with certain information, including a holder’s name, address and taxpayer identification number (either the holder’s Social Security number or its employer identification number, as the case may be), the aggregate amount of principal and interest paid to that holder during the calendar year and the amount of tax withheld, if any. This obligation, however, does not apply with respect to certain U.S. Holders, including corporations, tax-exempt organizations, qualified pension and profit sharing trusts, and individual retirement accounts and annuities.

If a U.S. Holder subject to the reporting requirements described above fails to supply its correct taxpayer identification number in the manner required by applicable law or under-reports its tax liability, the Authority, its agents or paying agents or a broker may be required to make “backup” withholding of tax on each payment of interest or principal on the Taxable Bonds. This backup withholding is not an additional tax and may be credited against the U.S. Holder’s federal income tax liability, provided that the U.S. Holder furnishes the required information to the IRS.

Under current Treasury Regulations, backup withholding and information reporting will not apply to payments of interest made by the Authority, its agents (in their capacity as such) or paying agents or a broker to a Non-U.S. Holder if such holder has provided the required certification that it is not a U.S. person (as set forth in the second paragraph under “Non-U.S. Holders” above), or has otherwise established an exemption (provided that neither the Authority nor its agent has actual knowledge that the holder is a U.S. person or that the conditions of an exemption are not in fact satisfied).

Payments of the proceeds from the sale of a Taxable Bond to or through a foreign office of a broker generally will not be subject to information reporting or backup withholding. However, information reporting (but not backup withholding) may apply to those payments if the broker is one of the following: (i) a U.S. person; (ii) a controlled foreign corporation for U.S. tax purposes; (iii) a foreign person 50-percent or more of whose gross income from all sources for the three-year period ending with the close of its taxable year preceding the payment was effectively connected with a United States trade or business; or (iv) a foreign partnership with certain connections to the United States.

Payment of the proceeds from a sale of a Taxable Bond to or through the United States office of a broker is subject to information reporting and backup withholding unless the holder or beneficial owner certifies as to its taxpayer identification number or otherwise establishes an exemption from information reporting and backup withholding.

The preceding federal income tax discussion is included for general information only and may not be applicable depending upon a holder’s particular situation. Holders should consult their tax advisors with respect to the tax consequences to them of the purchase, ownership and disposition of the Taxable Bonds, including the tax consequences under federal, state, local, foreign and other tax laws and the possible effects of changes in those tax laws.

State Taxes

Bond Counsel is of the opinion that interest on the Taxable Bonds is exempt from personal income taxes of the State of California under present State law. Bond Counsel expresses no opinion as to other State, City or local tax consequences arising with respect to the Taxable Bonds nor as to the taxability of the Taxable Bonds or the income therefrom under the laws of any jurisdiction other than the State of California.

Changes in Law and Post Issuance Events

Legislative or administrative actions and court decisions, at either the federal or state level, could have an impact on the inclusion in gross income of interest on the Taxable Bonds for federal or state income tax purposes, and thus on the value or marketability of the Taxable Bonds. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or otherwise. It is not possible to predict whether any such legislative or administrative actions or court decisions will occur or have an adverse impact on the federal or state income tax treatment of holders of the Taxable Bonds. Prospective purchasers of the Taxable Bonds should consult their own tax advisors regarding the impact of any change in law or proposed change in law on the Taxable Bonds.

IN ALL EVENTS, ALL INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS IN DETERMINING THE FEDERAL, STATE, LOCAL, FOREIGN AND OTHER TAX CONSEQUENCES TO THEM OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE TAXABLE BONDS.

ERISA CONSIDERATIONS

The Employee Retirement Income Security Act of 1974, as amended (“ERISA”), imposes certain fiduciary obligations and prohibited transaction restrictions on employee pension and welfare benefit plans subject to Title I of ERISA (“ERISA Plans”). Section 4975 of the Code imposes essentially the same prohibited transaction restrictions on tax-qualified retirement plans described in Section 401(a) and 403(a) of the Code, which are exempt from tax under Section 501(a) of the Code, other than governmental and church plans as defined herein (“Qualified Retirement Plans”), and on Individual Retirement Accounts (“IRAs”) described in Section 408(b) of the Code (collectively, “Tax-Favored Plans”). Certain employee benefit plans such as governmental plans (as

defined in Section 3(32) of ERISA) (“Governmental Plans”), and, if no election has been made under Section 410(d) of the Code, church plans (as defined in Section 3(33) of ERISA) (“Church Plans”), are not subject to ERISA requirements. Additionally, such Governmental and Church Plans are not subject to the requirements of Section 4975 of the Code but may be subject to applicable federal, state or local law (“Similar Laws”) which is, to a material extent, similar to the foregoing provisions of ERISA or the Code. Accordingly, assets of such plans may be invested in the Series 2022 Bonds without regard to the ERISA and Code considerations described below, subject to the provisions of Similar Laws.

In addition to the imposition of general fiduciary obligations, including those of investment prudence and diversification and the requirement that a plan’s investment be made in accordance with the documents governing the plan, Section 406 of ERISA and Section 4975 of the Code prohibit a broad range of transactions involving assets of ERISA Plans and Tax-Favored Plans and entities whose underlying assets include plan assets by reason of ERISA Plans or Tax-Favored Plans investing in such entities (collectively, “Benefit Plans”) and persons who have certain specified relationships to the Benefit Plans (“Parties In Interest” or “Disqualified Persons”), unless a statutory or administrative exemption is available. The definitions of “Party in Interest” and “Disqualified Person” are expansive. While other entities may be encompassed by these definitions, they include, most notably: (1) fiduciary with respect to a plan; (2) a person providing services to a plan; (3) an employer or employee organization any of whose employees or members are covered by the plan; and (4) the owner of an IRA. Certain Parties in Interest (or Disqualified Persons) that participate in a prohibited transaction may be subject to a penalty (or an excise tax) imposed pursuant to Section 502(i) of ERISA (or Section 4975 of the Code) unless a statutory or administrative exemption is available. Without an exemption an IRA owner may disqualify his or her IRA.

Certain transactions involving the purchase, holding or transfer of the Series 2022 Bonds might be deemed to constitute prohibited transactions under ERISA and Section 4975 of the Code if assets of the Authority were deemed to be assets of a Benefit Plan. Under final regulations issued by the United States Department of Labor (the “Plan Assets Regulation”), the assets of the Authority would be treated as plan assets of a Benefit Plan for the purposes of ERISA and Section 4975 only of the Code if the Benefit Plan acquires an “equity interest” in the Authority and none of the exceptions contained in the Plan Assets Regulation is applicable. An equity interest is defined under the Plan Assets Regulation as an interest in an entity other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features. Although there is little guidance on this matter, it appears that the Series 2022 Bonds should be treated as debt without substantial equity features for purposes of the Plan Assets Regulation. This determination is based upon the traditional debt features of the Series 2022 Bonds, including the reasonable expectation of purchasers of Series 2022 Bonds that the Series 2022 Bonds will be repaid when due, traditional default remedies, as well as the absence of conversion rights, warrants and other typical equity features.

However, without regard to whether the Series 2022 Bonds are treated as an equity interest for such purposes, though, the acquisition or holding of Series 2022 Bonds by or on behalf of a Benefit Plan could be considered to give rise to a prohibited transaction if the Authority or the Trustee, or any of their respective affiliates, is or becomes a Party in Interest or a Disqualified Person with respect to such Benefit Plan.

Most notably, ERISA and the Code generally prohibit the lending of money or other extension of credit between an ERISA Plan or Tax-Favored Plan and a Party in Interest or a Disqualified Person, and the acquisition of any of the Series 2022 Bonds by a Benefit Plan would involve the lending of money or extension of credit by the Benefit Plan. In such a case, however, certain exemptions from the prohibited transaction rules could be applicable depending on the type and circumstances of the plan fiduciary making the decision to acquire a Bond. Included among these exemptions are: Prohibited Transaction Class Exemption (“PTCE”) 96-23, regarding transactions effected by certain “in-house asset managers”; PTCE 90-1, regarding investments by insurance company pooled separate accounts; PTCE 95-60, regarding transactions effected by “insurance company general accounts”; PTCE 91-38, regarding investments by bank collective investment funds; and PTCE 84-14, regarding transactions effected by “qualified professional asset managers.” Further, the statutory exemption in Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provides for an exemption for transactions involving “adequate consideration” with persons who are Parties in Interest or Disqualified Persons solely by reason of their (or their affiliate’s) status as a service provider to the Benefit Plan involved and none of whom is a fiduciary with

respect to the Benefit Plan assets involved (or an affiliate of such a fiduciary). There can be no assurance that any class or other exemption will be available with respect to any particular transaction involving the Series 2022 Bonds, or that, if available, the exemption would cover all possible prohibited transactions.

By acquiring a Series 2022 Bond (or interest therein), each purchaser and transferee (and if the purchaser or transferee is a plan, its fiduciary) is deemed to represent and warrant that either (i) it is not acquiring the Series 2022 Bond (or interest therein) with the assets of a Benefit Plan, Governmental plan or Church plan; or (ii) the acquisition and holding of the Series 2022 Bond (or interest therein) will not give rise to a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or Similar Laws. A purchaser or transferee who acquires Series 2022 Bonds with assets of a Benefit Plan represents that such purchaser or transferee has considered the fiduciary requirements of ERISA, the Code or Similar Laws and has consulted with counsel with regard to the purchase or transfer.

Because the Authority, the Trustee, Underwriters or any of their respective affiliates may receive certain benefits in connection with the sale of the Series 2022 Bonds, the purchase of the Series 2022 Bonds using plan assets of a Benefit Plan over which any of such parties has investment authority or provides investment advice for a direct or indirect fee may be deemed to be a violation of the prohibited transaction rules of ERISA or Section 4975 of the Code or Similar Laws for which no exemption may be available. Accordingly, any investor considering a purchase of Series 2022 Bonds using plan assets of a Benefit Plan should consult with its counsel if the Authority, the Trustee or the Underwriters or any of their respective affiliates has investment authority or provides investment advice for a direct or indirect fee with respect to such assets or is an employer maintaining or contributing to the Benefit Plan.

Any ERISA Plan fiduciary considering whether to purchase the Series 2022 Bonds on behalf of an ERISA Plan should consult with its counsel regarding the applicability of the fiduciary responsibility and prohibited transaction provisions of ERISA and Section 4975 of the Code to such an investment and the availability of any of the exemptions referred to above. Persons responsible for investing the assets of Tax-Favored Plans that are not ERISA Plans should seek similar counsel with respect to the prohibited transaction provisions of the Code and the applicability of Similar Laws.

LEGAL MATTERS

Legal matters incident to the issuance of the Series 2022 Bonds and with regard to the exclusion of interest on the Series 2022 Bonds from gross income for federal income tax purposes (see “TAX MATTERS”) are subject to the legal opinion of O’Melveny & Myers LLP, Bond Counsel to the Authority, and Nixon Peabody LLP, Special Tax Counsel to the Authority, whose legal services have been retained by the Authority. The signed legal opinion with respect to the Series 2022 Bonds, dated and premised on law in effect as of the date of original delivery of the Series 2022 Bonds, will be delivered to the Authority on the date of issuance of the Series 2022 Bonds. The proposed text of the legal opinion of Bond Counsel is included as Appendix G to this Official Statement. The legal opinion to be delivered may vary from the text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution of it by recirculation of the Official Statement or otherwise shall create no implication that Bond Counsel has reviewed or expresses any opinion concerning any of the matters referred to in the opinion subsequent to its date.

Certain legal matters will be passed upon for the Authority by one of its Co-General Counsel, for POLA by the Office of the Los Angeles City Attorney and for POLB by the Office of the Long Beach City Attorney. Certain legal matters will be passed upon for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth A Professional Corporation. The opinion provided to the Underwriters by their counsel will provide that only the Underwriters may rely upon such opinion.

Sheppard, Mullin, Richter & Hampton LLP serves as Disclosure Counsel to the Authority in connection with certain matters. Sheppard, Mullin, Richter & Hampton LLP undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement and will not render any legal opinions with respect thereto.

O’Melveny & Myers LLP and Nixon Peabody LLP undertake no responsibility for the accuracy, completeness or fairness of this Official Statement and will not render any legal opinions with respect thereto.

The legal opinions and other letters of counsel to be delivered concurrently with the delivery of the Series 2022 Bonds express the professional judgment of the attorneys rendering the opinions or advice regarding the legal issues and other matters expressly addressed therein. By rendering a legal opinion or advice, the firm providing such opinion or advice does not become an insurer or guarantor of the result indicated by that opinion or advice, the transaction on which the opinion or advice is rendered or the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

LITIGATION

There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending against the Authority or, to the best knowledge of the Authority, threatened against or affecting the Authority that would materially adversely impact the Authority's ability to perform the obligations required of it by the Indenture and the Operating Agreement, or in any way contesting or affecting the validity of the Series 2022 Bonds, the Indenture or the Operating Agreement or wherein an unfavorable decision, ruling or judgment would materially adversely affect the validity or enforceability of the Indenture, the Operating Agreement or the Series 2022 Bonds or otherwise have a material adverse effect on the Authority's financial position.

RATINGS

[Moody's Investors Service ("Moody's") and S&P Global Ratings are expected to assign their ratings on the Series 2022 Bonds of "[]," "[]" and "[]," respectively.] Certain information was supplied by the Authority and the Ports to such rating agencies to be considered in evaluating the Series 2022 Bonds, some of which has not been included in this Official Statement. Generally, rating agencies base their ratings on information and materials furnished to them and on their own investigations, studies and assumptions.

The foregoing ratings express only the views of the rating agencies and are not a recommendation to buy, sell or hold any of the Series 2022 Bonds. An explanation of the significance of each of the ratings may be obtained from the rating agency furnishing the rating. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agencies, or any of them, if, in their or its judgment, circumstances so warrant. Any downward revision or withdrawal of ratings, or other actions of a rating agency relating to its rating of the Series 2022 Bonds, may have an adverse effect on the market price, marketability or liquidity of the Series 2022 Bonds.

The Authority expects to furnish each rating agency with information and material that it may request. The Authority, however, assumes no obligation to furnish requested information and materials, and may issue debt for which a rating is not requested. Failure to furnish requested information and materials, or the issuance of debt for which a rating is not requested, may result in the suspension or withdrawal of a rating on the Series 2022 Bonds.

None of the Underwriters, the Authority, the Ports or the Railroads undertakes any responsibility to assure the maintenance of the ratings or to oppose any revision or withdrawal thereof.

UNDERWRITING

The Series 2022 Bonds are to be purchased from the Authority by J.P. Morgan Securities LLC, RBC Capital Markets, LLC, Goldman Sachs, & Co. LLC, Ramirez Co., Inc., and Siebert Williams Shank & Co., LLC (collectively the "Underwriters") at an aggregate purchase price of \$_____ (representing the aggregate principal amount of the Series 2022 Bonds, plus original issue premium of \$_____ and less an Underwriters' discount of \$_____), all subject to the terms of a Bond Purchase Agreement (the "Bond Purchase Agreement") between the Authority and the Underwriters. The Bond Purchase Agreement provides that the Underwriters will purchase all of the Series 2022 Bonds if any are purchased and that the obligation to make such purchase is subject to certain terms and conditions set forth in the Bond Purchase Agreement, including the approval by counsel of certain legal matters.

The Underwriters intend to offer the Series 2022 Bonds for sale at the prices or yields set forth on the inside cover page hereof. Such initial public offering prices or yields may be changed from time to time by the Underwriters without prior notice. The Underwriters may offer and sell the Series 2022 Bonds to certain dealers, unit investment trusts or money market funds at prices lower than or at yields higher than the public offering prices or yields stated on the inside cover page.

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

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority, including Bonds being refunded, either or both of the Ports and either or both of the Railroads.

In addition to their role as Underwriters for the Series 2022 Bonds, J.P. Morgan Securities LLC and RBC Capital Markets, LLC are also serving as Dealer Managers for the Invitation. The Target Bonds are being offered solely by means of the Invitation, as described herein. The Dealer Managers, have entered into an exclusive Dealer Manager Agreement with the Authority under which the Dealer Managers will be compensated in an amount equal to a percentage of the aggregate principal amount of the Tendered Bonds tendered and accepted in exchange for the Series 2022A Bonds, the Series 2022B Bonds or the Series 2022C Bonds and a percentage of the aggregate principal amount of Tendered Bonds tendered and accepted for cash purchase.

[Distribution Arrangements and other Relationships of the Parties]

FINANCIAL STATEMENTS

The audited financial statements of the Authority as of and for the fiscal years ended June 30, 2020 and 2021 are included in Appendix A. The Authority's financial statements as of and for the year ended June 30, 2020, before restatement, were audited by KPMG LLP, independent auditor. The Authority's financial statements as of and for the year ended June 30, 2020 and 2021 have been audited by Moss Adams LLP, independent auditor, as stated in their report appearing therein. Moss Adams LLP has not been engaged to perform and has not performed, since the date of its report appearing in Appendix A, any procedures on the financial statements addressed in that report. Moss Adams LLP also has not performed any procedures relating to this Official Statement. Moss Adams LLP has not examined, compiled or performed any procedures with respect to Revenues or other forecasts included in this Official Statement and, accordingly, expresses no opinion or any other form of assurance with respect thereto.

The audited financial statements of POLA for the fiscal years ended June 30, 2020 and 2021 and the report of the independent auditor dated December 6, 2021 were provided by POLA for inclusion in Appendix B. Moss Adams LLP, the independent auditor, has not been engaged to perform and has not performed, since the date of its report included in Appendix B, any procedures on the financial statements of POLA addressed in that report. Moss Adams LLP also has not performed any procedures relating to POLA's information included in this Official Statement.

The audited financial statements of POLB for the fiscal year ended September 30, 2021 and the report of the independent auditor dated March 29, 2022 were provided by POLB for inclusion in Appendix C. KPMG LLP, the independent auditor, has not been engaged to perform and has not performed, since the date of its report included in Appendix C, any procedures on the financial statements of POLB addressed in that report. KPMG LLP also has not performed any procedures relating to POLB's information included in this Official Statement.

The Independent Auditors' reports contained in this Official Statement relate only to historical financial information specifically set forth or referred to therein.

MUNICIPAL ADVISOR

PFM Financial Advisors LLC has acted as the Municipal Advisor to the Authority in connection with the issuance of the Series 2022 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement. PFM Financial Advisors LLC is an advisory firm and is not engaged in the business of underwriting or distributing municipal or other public securities.

MISCELLANEOUS

The purpose of this Official Statement is to supply information to potential investors in the Series 2022 Bonds. The summaries provided in this Official Statement, including the appendices, do not purport to be comprehensive or definitive, and all references to the documents summarized are qualified in their entirety by reference to each such document. All references to the Series 2022 Bonds are qualified in their entirety by reference to the forms thereof and the information with respect thereto included in the aforesaid documents. Copies of the documents referred to herein are available from the Authority upon written request submitted to the attention of Kevin Scott, Chief Financial Officer, at the address shown on the third page of this Official Statement or by facsimile at (562) 247-7090.

[Remainder of page intentionally blank]

Statements in this Official Statement, including matters of opinion, projections and forecasts, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the Authority or the Underwriters and the purchasers of the Series 2022 Bonds. The Authority has authorized the preparation, execution and distribution of this Official Statement.

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

By _____
Chief Executive Officer

APPENDIX A

THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

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ORGANIZATION AND MANAGEMENT OF THE AUTHORITY

Introduction; The Authority

The Authority is a joint exercise of powers authority created by the City of Long Beach, California and the City of Los Angeles, California (collectively, the “Cities”) pursuant to the Joint Exercise of Powers Act, California Government Code Section 6500 and following (as it may be amended and supplemented, the “Act”), and organized under an Amended and Restated Joint Exercise of Powers Agreement, dated as of December 18, 1996, as amended (the “Joint Powers Agreement”), between the Cities.

The Authority was created primarily for the purpose of acquiring, constructing, financing and operating a consolidated transportation corridor, which includes the Rail Corridor, and is authorized by the terms of the Joint Powers Agreement to conduct such activities. As amended in 2006, the Joint Powers Agreement provides that its term will expire on the earlier of June 30, 2064 and June 30 of the second calendar year following the calendar year in which the Use Fees Termination Date (as defined in the Operating Agreement) occurs. See “AUTHORITY REVENUES—Collection of Use Fees and Container Charges; Revenue Verification System.”

The Authority’s mission is to facilitate the safe and efficient movement of goods in partnership with the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles” or “POLA”), the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” or “POLB” and together with POLA, the “Ports”), Union Pacific Railroad Company (“Union Pacific”) and BNSF Railway Company, formerly known as The Burlington Northern and Santa Fe Railway Company (“BNSF” and, together with Union Pacific, the “Railroads”). The Authority’s principal responsibilities include dispatching trains, security and maintenance of the infrastructure of the Rail Corridor and related projects (collectively, the “Project”), and the collection of fees from the Railroads for the use of the Rail Corridor to pay operating costs and debt service on the Bonds.

In 1998, the Authority entered into the Alameda Corridor Use and Operating Agreement, dated as of October 12, 1998 (as amended as of July 5, 2006, the “Original Agreement”), with POLA, POLB, Union Pacific and BNSF provide for, among other things, the design, construction, operation, repair and maintenance of the Project. In 2016, the Authority, the Ports and the Railroads entered into the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Operating Agreement”), which replaced and superseded the Original Agreement.

Governing Board

The Authority is administered by a Governing Board of seven representatives, each serving in his or her individual capacity as a Governing Board member and each having a designated alternate. Two representatives are appointed by POLB, with at least one of the two being a member of its Board of Harbor Commissioners. POLA also appoints two representatives – one representative who is a member of its Board of Harbor Commissioners and the Executive Director of the Los Angeles Harbor Department as its second representative. The fifth representative is the elected councilperson representing the harbor district of the City of Los Angeles, and the sixth representative is a councilperson from the City of Long Beach, appointed by the Mayor of Long Beach. The final representative is appointed by the Los Angeles County Metropolitan Transportation Authority. The current representatives serving on the Governing Board are listed on the inside cover of the Official Statement.

Authority Management

The following individuals serve as officers for the Authority and oversee the day-to-day management of the Authority. In addition, Heather M. McCloskey, Deputy City Attorney of the Los Angeles City Attorney’s office, and David Albers, Deputy City Attorney of the City of Long Beach, serve as Co-General Counsel of the Authority.

Michael Leue, Chief Executive Officer. The Authority’s Board appointed Michael Leue as the Chief Executive Officer in March 2020. Mr. Leue has a working knowledge of the San Pedro Bay Rail complex and

railroad industry, and has a 40-year career in port and railroad engineering and executive experience at Fortune 500 companies, most recently having worked at AECOM and Parsons Corporation. While employed in the private sector, Mr. Leue worked on rail operations planning and engineering on the Corridor beginning in the early 1990's.

Kevin Scott, Chief Financial Officer. The Authority's Board appointed Kevin Scott as the new Chief Financial Officer in July 2020. Mr. Scott has a 35-year career as a public finance investment banker, financial advisor and public policy consultant to many government agencies in the municipal bond sector. Prior to his appointment to the Authority, Mr. Scott most recently served as an independent advisor and provided financial, strategic, and management advisory services to public sector clients including the Port of Los Angeles, Los Angeles World Airports, City of Los Angeles and the County of Los Angeles. Mr. Scott has also had direct public sector employment as executive director of a bipartisan "fiscal watchdog" commission of the State of California. During this time, he transformed the commission into a key source of budget and economic information by offering credible, insightful, and timely forecasts. Mr. Scott holds a Bachelor of Arts degree in economics and Latin American studies from Claremont McKenna College, a Master's degree in business administration from the Harvard Business School and a Master's Degree in public policy from the Harvard Kennedy School.

Marla Bleavins, Treasurer. In January 2016, Ms. Bleavins was appointed as Treasurer of the Authority. In addition to serving as Treasurer of the Authority, Ms. Bleavins serves as the Deputy Executive Director and Chief Financial Officer of the Port of Los Angeles. In these roles, Ms. Bleavins manages POLA's financial affairs, which include accounting, financial planning and analysis, debt and treasury, risk management, audit, human resources, and contracts and purchasing functions. She previously served as the Assistant General Manager for Finance and Administration at the City of Los Angeles Department of Convention and Tourism Development. Prior to that, she served as a Project Manager and Debt and Treasury manager at Los Angeles World Airports. Ms. Bleavins began her career at the City of Los Angeles as a Budget Analyst and then as a Finance Specialist in the Office of the City Administrative Officer. During her tenure with the City, she managed approximately \$7 billion in bond financings that funded capital projects at Los Angeles International Airport and throughout the City. Ms. Bleavins holds a Bachelor of Arts degree in public policy and political science from Stanford University and a Master's degree in business administration from the Wharton School at the University of Pennsylvania.

Staffing

The Authority has periodically adjusted staff count to meet its needs, as its focus moved from construction to operations, maintenance and financial management. Currently, the Authority has 11 full-time-equivalent employees and contracts with the Cities, the Railroads and the Alameda Corridor Engineering Team ("ACET") for additional services. ACET is a joint venture comprising AECOM, Moffatt & Nichol Engineers, Jenkins, Gales and Martinez, Inc., and TELACU Construction Management, Inc. and provides day-to-day professional services related to management and engineering. ACET provides approximately 7 full-time-equivalent support positions, including environmental engineering, contract administration, utility and right-of-way services and engineering support. The scope of ACET services is approved by the Governing Board as part of the Authority's annual budget process. ACET shares office space with the Authority and pays approximately half the rent. Originally a 10-year agreement, the Authority's contract with ACET has been amended from time to time to extend its term, most recently on June 10, 2021. See "THE RAIL CORRIDOR AND RELATED PROJECTS—Maintenance and Operation of the Rail Corridor."

THE RAIL CORRIDOR AND RELATED PROJECTS

The Rail Corridor became operational on April 15, 2002, and in May 2002 the Authority, the Ports and the Railroads authorized the expansion of the Project to include the development and construction of a number of additional, related improvements. The Indenture defines the "Project" as the Rail Corridor and certain related improvements and permits the Authority to undertake from time to time additional extensions, enhancements, related improvements and replacements of the Project approved by the Authority, the Ports and the Railroads.

As described below, some of these improvements have been completed or are underway; others have been postponed indefinitely or have been deleted from the scope of the Project.

The Rail Corridor

The Rail Corridor consists of a 20-mile long, multiple-track rail system that links the rail tracks at the Ports with the transcontinental rail routes near downtown Los Angeles, California and certain structures, roadways and other improvements. The Rail Corridor consolidated the freight rail traffic from 90 miles of pre-existing rail lines onto an integrated system separated from non-rail traffic.

The Rail Corridor consists of three segments referred to as: the South End (the “South End Segment”), the North End (the “North End Segment”) and connecting the North End Segment and the South End Segment, the Mid-Corridor (the “Mid-Corridor Segment”).

The South End Segment connects the Rail Corridor to the Ports and extends from State Route 91 (the Artesia Freeway) in the City of Compton to the connections to the Ports. The South End Segment of the Rail Corridor was constructed at grade, with the roadways crossing on bridge structures. The South End Segment also includes a connection to the pre-existing Intermodal Container Transfer Facility (the “ICTF”) just south of Interstate 405 and connections to the Ports at three locations: Terminal Island, POLB’s facilities and POLA’s West Basin area.

The North End Segment connects the Rail Corridor to the central rail yards near downtown Los Angeles. The North End Segment includes connections to pre-existing Railroad main rail lines near their respective downtown rail yards, grade separations of passenger rail lines that cross the Rail Corridor and roadway bridge structures. The North End Segment also includes the Los Angeles River Bridge.

The Mid-Corridor Segment, the largest segment of the Rail Corridor extends approximately ten miles from Santa Fe Avenue in Los Angeles, south to State Route 91 (the Artesia Freeway) in the City of Compton. Originally, the Mid-Corridor Segment was a double-track segment built in a trench, approximately 30 feet deep and 50 feet wide, parallel to Alameda Street. In December 2002, the Railroads completed construction of a third track in the trench, to be used and operated as part of the Mid-Corridor Segment. See “—The Use Permit and the Operating Agreement—Reserve Account.” The trench was designed to allow freight trains to travel at a level completely separated from roadway traffic. In addition, 29 pre-existing cross streets pass over the trench on highway bridges, and two pre-existing rail branch lines cross the trench on rail bridges. The Mid-Corridor Segment also includes a rail line (the “By-pass Track”) immediately east of the pre-existing tracks and the trench. The By-pass Track, which the Authority sold to Union Pacific in 2008, runs along approximately six miles of the trench right-of-way from Firestone Boulevard in Los Angeles south to State Route 91. The Authority does not receive any Revenues with respect to the use of the By-pass Track nor is it responsible for maintaining the By-pass Track.

[Subject to update] The maximum capacity of the Rail Corridor, as estimated by the San Pedro Bay Ports Rail Study (Parsons, 2010 for POLB and POLA) (the “2010 Rail Study”), is 186 train movements per day, which included 113 intermodal trains with a carrying capacity of 18 to 22 million TEUs per year depending on average train length. [The 2010 Rail Study also estimated approximately 13.6 million TEUs per year by calendar year 2040, which is about 60% of the Rail Corridor’s estimated maximum capacity.]

Prior Transloading Issues

Service on the Rail Corridor began in April 2002. In early 2003, after several months of operations and revenue collections, the Authority became aware that revenues were less than originally forecast and were being collected on a smaller-than-expected percentage of Port container throughput, approximately 31% of the containers passing through the Ports instead of the expected 50%. Consultants commissioned by the Authority determined that in the years after the original Operating Agreement was signed and the first Bonds were issued, an industry practice known as “transloading” had taken hold. Cargo that formerly would have left the Southern California area by rail in their original international containers increasingly was being trucked to distribution centers for consolidation into larger domestic containers before leaving the area. The Authority’s consultants estimated that for every three 20-foot equivalent units (“TEUs,” the standard international measurement for

cargo containers) leaving the Southern California area, two were leaving in their original containers (referred to as “intact”) and one was leaving after being transloaded.

The Authority determined that transloading was responsible for most of the reduction in the portion of Port cargo for which the Authority was collecting fees under the Original Agreement and estimated that if the ratio of intact to transloaded cargo continued, the Authority would lose approximately \$1.5 billion in revenue between 2003 and 2025. The Railroads disputed the Authority’s position that reloaded containers were subject to charges under the Original Agreement, and between November 2004 and May 2006, negotiations and then formal mediation proceedings ensued to resolve the dispute. In 2006, a settlement was reached and the Original Agreement was amended to provide for a permanent \$0.90/TEU increase in the Use Fees and Container Charges, an increase in the maximum annual inflation adjustment, a 25-year extension of the term of the Original Agreement, and an additional fee in the event Shortfall Advances had to be paid.

The Operating Agreement (which replaced the Original Agreement in 2016) provides that the Use Fees are to be increased, effective on January 1 of each year, based on changes in the CPI for the 12-month period ended the preceding October 31, but provides that in no event will such an increase be less than 1.5% or greater than 4.5% in any given calendar year. As of January 1, 2022, the Surcharge was adjusted to \$1.46 per TEU. See “AUTHORITY REVENUES,” “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS—Flow of Funds,” “AUTHORITY REVENUES—Shortfall Advances” and “BONDHOLDERS’ RISKS—Uncertainties of the Shipping Industry.”

Related Projects

In May 2002, the Authority, the Ports and the Railroads amended the definition of the “Project” pursuant to the Original Agreement to include ten additional projects for study or construction. The purpose of the additional projects was to enhance operation of the Rail Corridor.

Two projects, the Intermodal Container Transfer Facility (ICTF) Tail Track and the West Alameda St. Storage Yard, were cancelled. Five projects, the Watson Lead Tracks, the ICTF Lead Tracks, the Thenard Connection, the Thenard Wye Tracks and Additional Port Control Points, were completed. The Pacific Coast Highway Project was completed in 2004, and project close-out with final property transfers occurred in 2022. The Cerritos Channel Rail Bridge Project was postponed indefinitely after the feasibility and seismic evaluation was completed and, if resumed, is to be taken over by the Ports. The SR-47 Project was initially comprised of two segments and involved feasibility studies, preliminary engineering and environmental document preparation only, all of which are complete. The construction of the first SR-47 Project segments is substantially complete and is being managed by the California Department of Transportation. The Authority’s obligation is limited to providing environmental mitigation and third-party property acquisitions and utility coordination work for the Schuyler Heim Bridge.

Union Pacific is replacing an existing track connection to the Rail Corridor from the south end of its Dolores Yard to improve access to and from the Ports. The project is scheduled to be built in 2022-2023 at Union Pacific’s expense.

The Use Permit and the Operating Agreement

In connection with the Project, the Ports and the Authority entered into a Use Permit (the “Use Permit”) pursuant to which the Ports granted to the Authority use of the Property (as defined in Appendix E) to develop, construct and operate the Rail Corridor. The term of the original Use Permit commenced on December 15, 1998 and is scheduled to expire on the earliest of December 14, 2048 (50 years after the commencement date), the date the Operating Agreement is terminated (but only if payment of the Bonds has been made or provided for) or the date the Authority ceases to exist. As amended in 2006, the Joint Powers Agreement provides that its term will expire on the earlier of June 30, 2064 and June 30 of the second calendar year following the calendar year in which the Use Fees Termination Date (as defined in Appendix E) occurs. See “THE AUTHORITY” and “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE PERMIT” in Appendix E.

The Operating Agreement governs the administration, operation and maintenance of the Rail Corridor and, as described above, the collection and application of Use Fees, Container Charges, M & O Charges and Shortfall Advances. The Operating Agreement also provides for access by the Railroads to the Rail Corridor and to certain Port-Owned Tracks provides for the operation, repair and maintenance of the Rail Corridor; establishes M & O Charges; provides for the remedies available with respect to a default thereunder; and limits the rights of the parties thereto to assign the Operating Agreement. See “AUTHORITY REVENUES,” “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations” and “—Insurance Covenants” and “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT” in Appendix E.

Maintenance and Operation of the Rail Corridor

Operating Agreement. Operation of the Rail Corridor is governed by the Operating Agreement, which was amended and restated in 2016 to update the arrangements under which the parties to the Operating Agreement oversee and administer the operation of the Project. The updates included in the amended and restated Operating Agreement included replacing the Alameda Corridor Operating Committee (“Operating Committee”), which had been comprised of representatives from each Port and each Railroad, with direct decision-making authority by the Ports and the Railroads for the management of the maintenance and operations of the Rail Corridor. Pursuant to the Operating Agreement, except for certain specified matters, decisions are made through a mutual agreement process requiring approval by at least three of the following parties: the Port of Los Angeles, the Port of Long Beach, BNSF Railway Company and Union Pacific Railroad Company (“Mutual Agreement”). Unless otherwise specified in the Operating Agreement, if a determination by Mutual Agreement cannot be reached by the relevant parties under the Operating Agreement, the relevant matter may be submitted to mediation.

For additional detail regarding the mutual agreement process and maintenance and operation of the Rail Corridor, see “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Mutual Agreement” in Appendix E.

M & O Charges. Subject to the limitations specified in the Operating Agreement, each Railroad is charged a Pro Rata Portion of certain maintenance and operation expenses (referred to in the Operating Agreement as “M & O Charges”) in connection with its use of the Rail Corridor and the Port-Owned Tracks. M & O Charges include, generally and without limitation, the annual costs of operating, maintaining and repairing the Rail Corridor and the Port-Owned Tracks and related facilities and equipment, property taxes, and insurance premiums and deductibles, but do not include certain items specified in the Operating Agreement, including replacement costs (except to the extent that the Ports and Railroads determine through Mutual Agreement that such costs are not properly included in Capital Expenses), costs to remediate hazardous material conditions resulting from the activities of parties other than the Railroads (or their employees, contractors, shippers, or invitees), or certain liability insurance premiums or deductibles.

As described below, to the extent funds are available, non-rail maintenance costs (approximately \$7,856,938 million in fiscal year 2021) are paid from the reserve account funded by Use Fees and Charges and are not charged to the Railroads. M & O Charges are not pledged to, and are not available for, payment of the principal or accreted value of, premium, if any, or interest on the Bonds, including the Series 2022 Bonds. “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT” in Appendix E.

In addition, the Operating Agreement provides that each Railroad is individually responsible, at its sole cost and expense, for maintaining, repairing and operating facilities, signals, structures and property that are exclusively used or operated by such Railroad or that exclusively benefit such Railroad. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Use Fees, Container Charges and M & O Charges” in Appendix E.

The Operating Agreement requires that the annual plan and budget approved by the Ports and Railroads through Mutual Agreement set forth the estimated M & O Charges for the coming calendar year. These budgeted M & O Charges are to be divided by the number of full or partial calendar months in such calendar

year to obtain a monthly amount (the “Monthly Amount”). If the Ports and the Railroads through Mutual Agreement modify the budgeted M & O Charges during a year, the Monthly Amount is to be adjusted to reflect the revised budget, with any increase or decrease in the budget spread over the remainder of the year.

Each Railroad is required under the Operating Agreement to pay an amount each month equal to (i) the applicable Monthly Amount, multiplied by (ii) such Railroad’s Pro Rata Portion during the immediately preceding calendar year. The Operating Agreement provides that any payment of M & O Charges not made when due shall bear interest at the Overdue Rate until paid. If, by January 1 of a given year, a plan and budget for such calendar year has not been approved through Mutual Agreement, the prior calendar year’s plan and budget will apply, and the Railroads will pay the Monthly Amount in accordance with such prior year’s plan and budget until a final plan and budget for the current calendar year is approved through Mutual Agreement.

In calendar years 2020 and 2021, the Monthly Amount was approximately \$516,618 and \$579,279, respectively. In addition, the Railroads paid approximately \$1,340,843 million and \$1,484,893 million in calendar years 2020 and 2021 for insurance premiums. The annual plan and budget prepared by the Ports and Railroads estimates M & O Charges of approximately \$8,776,662 for calendar year 2022, resulting in a Monthly Amount of \$731,389 in addition to insurance premiums..

Except as expressly provided in the Operating Agreement, neither the Authority nor either of the Ports is responsible for the payment of any M & O Charges. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Use Fees, Container Charges and M & O Charges” in Appendix E.

Capital Expenses and Non-Rail Maintenance and Capital Improvement Charges. The Operating Agreement requires the Authority’s annual plan and budget for the Rail Corridor, as approved through a Notice of Mutual Agreement (“NMA”) by the Parties, to contain a separate subplan and sub-budget for, among other things, Capital Expenses and Non-Rail Maintenance and Capital Improvement Charges.

“Capital Expenses” includes the costs and expenses incurred in making any capital improvements or betterments and, in certain cases, replacements to the Rail Corridor (other than certain “Non-Rail Components” as defined in the Operating Agreement, including the retaining walls, barrier walls, embankments, support structures of and for the trench portion of the Rail Corridor, and the structural portions of the bridges and overpasses over the trench portion of the Rail Corridor). “Non-Rail Maintenance and Capital Improvement Charges” includes, under certain circumstances, annual maintenance and capital improvements and replacements of the Non-Rail Components, together with capital replacement of any rail bridge over the Rail Corridor. Capital Expenses and Non-Rail Maintenance and Capital Improvement Charges are to be paid from the Reserve Account described below, to the extent sufficient funds are available.

For calendar year ended December 31, 2021, Capital Expenses and Non-Rail Maintenance and Capital Improvement Charges were budgeted at \$7,856,938 million, down 2.8% from calendar year 2020. Capital costs of \$8,081,728 million were budgeted for calendar year ending December 31, 2020, and approximately \$7,151,552 million of additional capital costs are expected to be incurred in calendar years 2022 and later.

Reserve Account. Pursuant to the Operating Agreement, the Authority established the Reserve Account to pay, as provided in the Operating Agreement, Capital Expenses, Non-Rail Maintenance and Capital Improvement Charges and, if approved through NMA by the Parties, M & O Charges to the extent such charges have not been paid by the Railroads and sufficient funds are not otherwise available therefor. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Flow of Funds,” “AUTHORITY REVENUES” and “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Reserve Account” in Appendix E. **The Reserve Account is not pledged to, and is not available for, payment of the principal or accreted value of, premium, if any, or interest on the Bonds, including the Series 2022 Bonds.**

Subject to the limits set forth in the Operating Agreement, the Reserve Account is funded over time from Use Fees and Container Charges remaining each year in accordance with the Flow of Funds until the Reserve Account reaches (or is restored to) the then-current target amount for the Reserve Account (the

“Reserve Account Target”). The Reserve Account Target may be adjusted by the Parties as set forth in the Operating Agreement. Once the Reserve Account Target has been met, Use Fees and Container Charges are to be added to the Reserve Account only to the extent necessary to restore the balance therein to the then-current Reserve Account Target.

As of December 31, 2021, the cash balance credited to the Reserve Account was approximately \$15,033,097 million and through December 31, 2021 the Reserve Account Target is \$15.0 million. For calendar year 2022, the Authority has budgeted approximately \$7,151,552 million of capital expenses to be paid from the Reserve Account.

If funds in the Reserve Account are insufficient to cover Capital Expenses, Non-Rail Maintenance and Capital Improvement Charges and certain other types of expenses and charges described in the Operating Agreement, each Railroad is required to pay its Pro Rata Portion of such expenses and/or charges on a gross ton-mile basis. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Reserve Account” in Appendix E.

Initially, the Railroads had the right to elect to make capital improvements or betterments to the Rail Corridor that the Railroads deemed necessary or appropriate (“Additional Capital Improvements”), provided that the aggregate cost of such improvements did not exceed \$15 million to be paid from the Reserve Account. Pursuant to a Waiver and Release of Rights under Section 8.6 of the Use and Operating Agreement, dated as of May 22, 2002 (the “Waiver”), by and between the Railroads and the Authority, the Railroads withdrew approximately \$6 million from the Reserve Account (which amount was pre-funded by Port Advances) for the Railroads’ construction of the third track in the Mid-Corridor Segment. See “THE RAIL CORRIDOR AND RELATED PROJECTS—The Rail Corridor.” As a condition to the pre-funding of the Reserve Account, the Railroads agreed to waive their right to use any additional funds from the Reserve Account for Additional Capital Improvements.

Additional Agreements Relating to Maintenance and Operation of the Rail Corridor. Pursuant to the Operating Agreement, the Authority, at the direction of the Parties, entered into the following agreements with the Railroads and with other third parties relating to the operation and maintenance of the Rail Corridor: (i) an Alameda Corridor Dispatching Agreement dated as of January 30, 2002 (as amended, the “Dispatching Agreement”), between the Authority and the Railroads; (ii) an Alameda Corridor Maintenance Agreement (Rail Corridor and Non-Rail Components), dated May 1, 2019 (as amended, the “Maintenance Agreement”) between the Authority and RailWorks Track Services, Inc. (“RailWorks”); and (iii) an Alameda Corridor Police and Security Services Agreement dated as of October 15, 2002 (the “Security Services Agreement”), between the Authority and the Railroads. Upon the expiration of such agreements, the Authority may, at the direction of the Parties, enter into replacement agreements or extend the respective terms of the existing agreements in accordance with the Operating Agreement. Except as noted below, all costs and expenses incurred by the Authority pursuant to such agreements are treated as M & O Charges and are required to be paid by the Railroads as part of M & O Charges.

The Maintenance Agreement. Pursuant to the Maintenance Agreement, RailWorks provides maintenance services for the Rail Corridor, the real property comprising the Rail Corridor, and for certain Non-Rail Components, including but not limited to (i) the walls, retaining walls, embankments, barrier walls, fence structures and fencing and support structures, drainage facilities (including two storm water pump stations) and emergency drop ladders and related equipment of and for the trench portion of the Rail Corridor, (ii) the structural portions of the Washington Avenue Grade Separation Bridge and the Henry Ford Avenue Grade Separation Bridge, and (iii) the Automatic Equipment Identification reader system equipment. On September 1 of each contract year, RailWorks is required to submit to the Authority for approval a proposed maintenance plan and budget with respect to the Rail Corridor and the Non-Rail Components (as approved by the Authority, the “Approved Maintenance Plan”). Services provided by RailWorks include, among other things, (i) preventative maintenance of the Rail Corridor and the Non-Rail Components, (ii) repair of damage to the Rail Corridor and the Non-Rail Components caused by vandalism and (iii) the planning, purchasing, storage, distribution and control of all materials required to perform the maintenance services, maintenance of

inventories and emergency response activities (the “Services”) set forth in the Maintenance Agreement. RailWorks is required to perform all Services in accordance with the maintenance standards set forth in the Maintenance Agreement and is paid a maintenance fee as and when expenses are incurred in accordance with the Approved Maintenance Plan. Work not included in the Approved Maintenance Plan is required to be submitted as a Contract Task Order (a “CTO”) and is subject to approval by the Authority. The Authority’s maximum cumulative payment obligation under the Maintenance Agreement for each contract year is the amount stated in the then-effective Approved Maintenance Plan, as amended and supplemented by the total of all approved CTOs. Unless terminated earlier, the term of the Maintenance Agreement is scheduled to expire on April 14, 2024. If a replacement maintenance contractor is not selected by April 14, 2024, the term will automatically renew until the earlier of April 14, 2025 or the date a new contractor is hired by the Authority. In addition, the Authority has the right to extend the Maintenance Agreement for an additional 5-year term.

The Dispatching Agreement. The Use and Operating Agreement requires the Authority to provide dispatching services and since 2002, the Authority has contracted with Union Pacific and BNSF as the Corridor Dispatcher for train and equipment movements along certain portions of the Rail Corridor. Among other duties, the Corridor Dispatcher is responsible for dispatching trains to and from the Rail Corridor in order of priority set forth in the Dispatching Agreement, scheduling closures of certain tracks for maintenance services, and diverting trains to other routes in the event of a significant delay on the Rail Corridor. Under the Dispatching Agreement, the Corridor Dispatcher is required to provide the Authority with a monthly report regarding any significant delays on the Rail Corridor during the prior month. The Dispatching Agreement also provides that, on or before August 1 of each year, the Corridor Dispatcher is required to submit to the Authority for approval a budget specifying, among other items, (i) capital expenditures (which, as used in the Dispatching Agreement, has the meaning assigned to the term “Capital Expenses” in the Operating Agreement), if any, that the Corridor Dispatcher expects to be made in the next calendar year, and (ii) an estimated budget for performing the dispatching services. All costs and expenses of the Corridor Dispatcher are treated as M & O Charges and are to be paid by the Railroads as part of M & O Charges, except that expenses incurred to acquire, upgrade, or replace any dispatching equipment, if approved by the Parties as a capital expenditure (which, as used in the Dispatching Agreement, has the meaning assigned to the term “Capital Expenses” in the Operating Agreement), are to be paid from the Reserve Account. The term of the Dispatching Agreement commenced on April 15, 2002, and the most recent extension period expired on April 14, 2022. The parties have not yet reached agreement on the extension of the Dispatching Agreement, however, they have continued to operate as though the Dispatching Agreement remains in effect. There can be no assurances that the parties will continue to operate in this manner or that any extension of or new dispatching agreement will be entered into by and between the Authority and the Railroads.

The Security Services Agreement. Pursuant to the Security Services Agreement, Union Pacific and BNSF (together, the “Corridor Security Provider”) provide police and security services for all aspects of the Rail Corridor, including rail operations, the physical facility and the equipment located therein (the “Secured Facilities”). The Corridor Security Provider conducts daily security patrols of the Secured Facilities. Among other duties, the Corridor Security Provider is responsible for investigating and documenting each incident. Under the Security Services Agreement, the Corridor Security Provider is required to submit a monthly written performance report to the Authority summarizing the activities of the Corridor Security Provider on the Secured Facilities during that month. Such performance report includes a summary of (i) all incidents handled by the Corridor Security Provider during the prior month and (ii) any new or on-going investigations and prosecutions with respect to prior incidents on the Secured Facilities. All costs and expenses of the Corridor Security Provider are treated as M & O Charges and are to be paid by the Railroads as part of M & O Charges, except that expenses incurred to acquire, upgrade, or replace any security services equipment, has the meaning assigned to the term “Capital Expenses” in the Operating Agreement), are to be paid from the Reserve Account. The term of the Security Services Agreement commenced on September 15, 2002 and subsequent extensions of the term to October 14, 2023 has been approved by the Parties and the Authority.

Rights-of-Way; Local Agencies

Right-of-way acquisition for the Rail Corridor began in 1992, and much of the property required for the Project was obtained in 1994 and 1995 with the Ports' purchase of existing rail rights-of-way from Union Pacific and BNSF and from the former Southern Pacific Transportation Company ("Southern Pacific"). These purchases included the rights-of-way along which most of the Rail Corridor runs and represent more than 80% of all the rights-of-way necessary for the construction of the Rail Corridor. The Authority obtained the right to use and occupy this property for purposes of constructing, developing and operating the Rail Corridor under the terms of the Use Permit. See "SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE PERMIT" in Appendix E.

The Authority acquired the remaining rights-of-way required for the Project (approximately 600 parcels) through negotiated purchases or eminent domain proceedings. These acquisitions ranged in size from several square feet to more than one acre and included temporary construction easements as well as full fee acquisitions. The Authority acquired these properties in its own name and anticipates that title will ultimately be conveyed to the Ports, subject to the Use Permit, or to other agencies. The process for making and/or assigning such conveyances has been ongoing and is expected to be completed in the next few years.

AUTHORITY REVENUES

Cargo Throughput and Revenue Collections

The Authority's operations began in 2002. In the first six years of the Authority's operations, the combined containerized cargo throughput at the Ports increased steadily by approximately 10% per year until the global economic downturn in 2008, which caused a decrease in the Ports throughput by approximately 8.5% in 2008 and approximately 18% in 2009. In 2010, cargo throughput at the Ports increased approximately 20% and over the next eight years continued to increase grow at a nominal rate of approximately 4% each year.

In 2019, the combined throughput at the Ports declined by 3.3%, which was attributed to the US-China trade war tariffs. Following the outbreak of the COVID-19 pandemic, Port throughput increased by 2.1% in calendar year 2020 and 15.8% in calendar year 2021. See "THE PORT OF LOS ANGELES" in Appendix B and "THE PORT OF LONG BEACH" in Appendix C.

Table 7 below shows (in TEUs) historical full and empty containers that moved through the Ports and full and empty containers for which the Authority received revenues for calendar years 2012 through 2021. In general, the Authority's share of the containerized cargo that passes through the Ports is intermodal cargo from or destined to areas outside Southern California without transloading, and Authority Revenue from such throughput includes (1) Use Fees on containers transferred directly to or from railcars at on-dock or near-dock facilities both of which have direct access to the Rail Corridor, and (2) Container Charges on full containers that are trucked around the Rail Corridor to or from off-dock rail facilities without utilizing the Rail Corridor and that originated from or are destined to points beyond Southern California. As described below, the volumes of containerized cargo handled at the Ports (and the Authority's Revenues from its share of the Ports' cargo throughput) vary from year to year and depend upon a variety of local, regional, national and international economic, demographic, political and competitive factors. See "BONDHOLDERS' RISKS—Recent and Forecast Cargo Throughput and Revenue Collections" below, "THE PORT OF LOS ANGELES" in Appendix B, "THE PORT OF LONG BEACH" in Appendix C.

TABLE 7
PORTS OF LONG BEACH AND LOS ANGELES AND AUTHORITY CONTAINER THROUGHPUT
CALENDAR YEARS 2012-2021
(TEUs)

	2012 ⁽¹⁾	2013	2014	2015	2016	2017	2018 ⁸	2019	2020	2021
Ports⁽¹⁾										
Inbound⁽²⁾	7,154,911	7,432,017	7,787,274	7,784,725	7,987,323	8,579,276	8,967,959	8,472,704	8,825,380	10,095,134
Outbound⁽²⁾	3,583,264	3,625,999	3,536,409	3,182,237	3,347,998	3,370,448	3,427,062	3,228,979	3,007,295	2,622,062
Empties	3,385,201	3,541,139	3,837,191	4,385,562	4,296,631	4,937,976	5,154,751	5,267,982	5,494,038	7,344,787
Total TEUs	14,123,376	14,599,155	15,160,874	15,352,524	15,631,952	16,887,700	17,549,772	16,969,665	17,326,713	20,061,983
% Change From Prior Year	0.9%	3.4%	3.8%	1.3%	1.82%	8.03%	3.92%	-3.31%	2.10%	15.79%
Authority⁽¹⁾										
Inbound⁽²⁾	2,643,636	2,769,596	2,959,071	2,843,550	2,657,908	2,734,306	2,745,996	2,778,090	2,427,546	2,515,253
Outbound⁽²⁾	1,704,824	1,720,652	1,636,401	1,392,488	1,444,289	1,479,548	1,521,071	1,470,201	1,339,786	1,027,956
Empties	333,105	342,344	505,239	682,773	397,665	513,415	492,004	682,979	546,975	1,156,765
Total TEUs	4,681,565	4,832,592	5,100,711	4,918,811	4,499,862	4,727,269	4,759,071	4,931,270	4,314,307	4,699,974
% Change From Prior Year	-6.1%	3.2%	5.6%	-3.5%	1.82%	8.03%	3.92%	-3.31%	2.10%	8.94%
Authority's % of Ports' Throughput	33.2%	33.1%	33.6%	32.0%	28.79%	27.99%	27.12%	29.06%	24.90%	23.43%

⁽¹⁾ For the Authority, for the years 2012-2015, excludes the Authority's domestic (Non-Waterborne) component; for the Ports, includes transfers to Alaska and Hawaii.

⁽²⁾ Fully loaded.

Sources: For Port TEUs, the Ports; and for Authority TEUs, the Authority.

Table 8 below summarizes for calendar years 2013 through 2022 the Authority’s Use Fees and Container Charges.

TABLE 8
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
CONTAINER CHARGES AND USE FEES
(Effective January 1, 2013-2022)⁽¹⁾

Calendar Year	Loaded Waterborne/TEU	Empty TEU or Loaded Non-Waterborne/TEU	Miscellaneous Full Railcar	CPI Increase⁽²⁾
2013	\$ 22.25 ⁽³⁾	\$ 5.33	\$ 10.66	3.00%
2014	22.58 ⁽⁴⁾	5.41	10.82	1.50
2015	22.92 ⁽⁵⁾	5.49	10.98	1.50
2016	23.26 ⁽⁵⁾	5.57	11.14	1.50
2017	23.77 ⁽⁵⁾	5.69	11.39	2.20
2018	24.51 ⁽⁵⁾	5.87	11.74	3.10
2019	25.51 ⁽⁵⁾	6.11	12.12	4.10
2020	26.33 ⁽⁵⁾	6.31	12.61	3.20
2021	26.72 ⁽⁵⁾	6.40	12.80	1.50
2022	27.92 ⁽⁵⁾	6.69	13.38	4.50

- ⁽¹⁾ Except that the \$0.90/Loaded Waterborne TEU increase agreed to in the settlement and the amendments to the Operating Agreement became effective December 1, 2006 and the Surcharge of \$1.12/TEU (\$1.00, escalated from 2006 by the annual CPI escalator) effective on December 1, 2011 following the Shortfall Advance payment required for the October 1, 2011 debt service payment.
- ⁽²⁾ CPI increases are calculated from October 31 to October 31 of the prior calendar year. Under the Operating Agreement, the minimum increase is 1.5%, even if (as in 2011) the actual CPI increase was lower than 1.5%.
- ⁽³⁾ Excludes the Surcharge of \$1.12/TEU (\$1.00, escalated from 2006 by the annual CPI escalator) effective on December 1, 2011 following the Shortfall Advance payment required for the October 1, 2011 debt service payment.
- ⁽⁴⁾ The addition of the Surcharge, plus the CPI increase resulted in a total increase of \$1.71/Loaded Waterborne TEU in 2012.
- ⁽⁵⁾ Includes the Surcharge.

Source: The Authority.

Table 9 below summarizes revenue collected by the Authority during fiscal years 2013 through 2022. See “—Use Fees,” “—Container Charges” and “—Collection of Use Fees and Container Charges; Revenue Verification System.” As shown in the table, between 94.34% and 96.58% of the Authority’s Container Charge and Use Fee revenues has been derived from full Waterborne containers.

TABLE 9
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
CONTAINER CHARGE AND USE FEE REVENUE IN FISCAL YEARS 2014-2021⁽¹⁾
(Fiscal Years ended June 30)

Component	2013	2014	2015	2016	2017	2018	2019	2020	2021
	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue
Waterborne Full	\$95,818,966	\$104,859,129	\$100,128,456	\$99,513,410	\$98,576,102	\$106,863,452	\$104,766,105	\$95,493,699	\$108,784,690
Waterborne Empty	1,823,295	2,149,683	3,475,207	2,381,695	2,331,736	2,806,036	3,569,183	3,287,709	6,184,058
Non-Waterborne	672,416	685,034	730,053	621,312	819,044	2,069,457	3,103,163	2,547,083	2,877,225
Misc. Full Railcars	1,044,296	1,305,044	1,185,054	1,035,519	1,076,059	1,194,294	1,111,988	786,690	1,028,284
Totals	\$99,358,973	\$108,998,890	\$105,518,770	\$103,551,936	\$102,802,942	\$112,933,239	\$112,550,438	\$102,115,182	\$118,874,257
	% of Total Revenue	% of Total Revenue	% of Total Revenue	% of Total Revenue	% of Total Revenue	% of Total Revenue	% of Total Revenue	% of Total Revenue	% of Total Revenue
Waterborne Full	96.44%	96.20%	94.89%	96.10%	95.88%	94.63%	93.08%	93.52%	91.51%
Waterborne Empty	1.84	1.97	3.29	2.30	2.27	2.48	3.17	3.22	5.20
Non-Waterborne	0.68	0.63	0.69	0.60	0.80	1.83	2.76	2.49	2.42
Misc. Full Railcars	1.05	1.20	1.12	1.00	1.05	1.06	0.99	0.77	0.87
Totals	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.0%

TABLE 9-A
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
CONTAINER CHARGE AND USE FEE REVENUE IN TEN MONTH PERIOD ENDING APRIL 30, 2021 AND 2022⁽¹⁾
(Fiscal Years ended June 30)

Component	Ten Month Period Ending April 30,		Ten Month Period Ending April 30,	
	2021	2022	2021	2022
	Revenue	Revenue	% of Total Revenue	% of Total Revenue
Waterborne Full	\$ 89,451,602	\$ 69,318,805	92.02%	88.82%
Waterborne Empty	4,537,528	5,257,820	4.67	6.74
Non-Waterborne	2,402,533	2,509,181	2.47	3.22
Misc. Full Railcars	817,963	959,973	0.84	1.23
Totals	\$ 97,209,627	\$ 78,045,780	100.00%	100.00%

⁽¹⁾ Totals may not add due to rounding.
Source: The Authority.

Recent Impacts of COVID-19 Related Issues on Use Fees and Container Charges

[Subject to Update]

In general, the Authority's share of the containerized cargo that passes through the Ports is intermodal cargo from or destined to areas outside Southern California without transloading, and the Authority's Revenues from such throughput is derived primarily from (i) Use Fees on containers transferred directly to or from railcars at on-dock or near-dock facilities, both of which have direct access to the Rail Corridor, and (ii) Container Charges on full containers that are trucked to or from off-dock rail facilities without utilizing the Rail Corridor and that originated from or are destined to points beyond Southern California. The volumes of containerized cargo handled at the Ports (and the Authority's Revenues from its share of the Ports' cargo throughput) vary from year to year and depend upon a variety of local, regional, national and international economic, demographic, political and competitive factors. See "AUTHORITY REVENUES."

Beginning in June 2020, increased consumer spending, especially in e-commerce, resulted in increased container freight volumes at the Ports. At the same time, the COVID-19 pandemic brought labor shortages to the supply chain with many skilled workers testing positive or needing to care for family members and missing their shifts. A shortage of labor paired with the sudden and sustained rebound in container volumes contributed to supply chain congestion and vessel back-ups at the Ports. In June 2021, there were over 100 container ships, including 17 at anchor or loitering within 40 miles of the coast and at least 84 containerships outside of the 40-mile zone of the Ports.

This supply chain congestion resulted in supply chain participants using alternative modes of transportation and diverting some cargo from rail to truck. This diversion contributed to a lower percentage of Port cargo subject to the Authority's waterborne loaded TEU fee (the "Capture Rate").

In fiscal year 2021, Authority revenue had not yet been adversely impacted by the events described above, but in the months following June 2021, Authority revenue began trending downward as compared to the historically high revenues in fiscal year 2021. As shown in Table 9-A above, for the ten month period ending April 30, 2022 revenues from Use Fees and Container Charges were approximately \$19.2 million less than in the ten month period ending April 30, 2021. Additionally, shippers were further induced to seek alternative routes in anticipation of potential temporary slowdowns that could result from west coast longshore labor contract negotiations coming in the summer of 2022. The downward trend associated with the supply chain congestion and anticipation of longshore labor contract negotiations hit a low point in November 2021, after which revenues have held steady through February 2022 and began increasing month-over-month with a 22% increase in March 2022 and an 8% increase in April 2022.

Use Fees and Container Charges revenues, representing approximately 93.75% of the Authority's revenues in fiscal year 2021, increased by approximately 11% in fiscal year 2021 as compared with fiscal year 2020, but are expected to decline in fiscal year 2022 as compared with fiscal year 2021 due to supply chain congestion, and are forecast to decline further in fiscal year 2023 compared with fiscal year 2022 with anticipation of inflation and recession.

No assurance can be given that current trends relating to cargo volume, type, source and destination will continue in line with current trends or that any forecast or expectation regarding future projected cargo throughput or revenues will be obtained. See BONDHOLDERS' RISKS -Uncertainties of Projections, Assumptions and Forward-Looking Statements"; "-COVID-19 Pandemic Issues and Impacts"; "-Port Congestion/Supply Chain Issues"; and "-Labor Shortage and Unrest."

Historical Revenues and Expenses.

Table 10 is derived from the Authority's audited financial statements for fiscal years ended June 30, 2017 through June 30, 2021.

TABLE 10
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
(Fiscal Years ended June 30)

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Operating revenues:					
Use fees and container charges	\$102,802,942	\$112,933,239	\$112,550,438	\$102,115,182	\$ 118,874,257
Maintenance-of-way charges ⁽¹⁾	4,871,474	4,989,490	5,509,784	6,552,615	7,925,261
Total operating revenues	<u>107,674,416</u>	<u>117,922,729</u>	<u>118,060,222</u>	<u>108,667,797</u>	<u>\$ 126,799,518</u>
Operating expenses:					
Salaries and benefits	1,877,585	2,298,361	2,282,399	2,491,825	2,408,569
Administrative expenses	2,100,338	2,114,554	2,172,258	2,251,536	2,001,240
Professional services	1,535,750	998,206	899,499	1,131,504	1,082,360
Maintenance-of-way	6,956,695	6,866,376	8,414,068	10,317,020	14,050,241
Depreciation	21,034,560	21,032,089	21,024,851	21,016,917	21,019,477
Total operating expenses	<u>33,504,928</u>	<u>33,309,586</u>	<u>34,793,075</u>	<u>37,208,802</u>	<u>40,561,887</u>
Operating income	<u>74,169,488</u>	<u>84,613,143</u>	<u>83,267,147</u>	<u>71,458,995</u>	<u>86,237,631</u>
Nonoperating revenues:					
Interest and investment revenue, net	1,635,412	2,011,208	6,670,741	7,572,659	2,388,596
Grants ⁽²⁾	1,323,195	1,149,402	885,189	896,530	577,595
Miscellaneous revenue	621,419	556,347	248,728	242,335	320,028
Total nonoperating revenues	<u>3,580,026</u>	<u>3,716,957</u>	<u>7,804,658</u>	<u>8,711,524</u>	<u>3,286,218</u>
Nonoperating expenses:					
Interest expense	104,578,086	105,444,950	106,352,164	107,137,899	107,533,022
Loss on sale and transfers of capital assets held for sale and transfer ⁽³⁾	--	--	--	--	--
Expenses for public benefit	1,682,241	1,509,509	938,464	978,686	730,206
Bond issuance costs	--	--	--	--	--
Total nonoperating expenses	<u>106,260,327</u>	<u>106,954,459</u>	<u>107,290,628</u>	<u>108,116,585</u>	<u>104,977,009</u>
Change in net position ⁽⁴⁾	<u>(28,510,813)</u>	<u>(18,624,359)</u>	<u>(16,218,823)</u>	<u>(27,946,066)</u>	<u>(18,739,378)</u>
Net position, beginning of the year, as restated	<u>(361,712,419)</u>	<u>(390,223,232)</u>	<u>(408,847,591)</u>	<u>(425,066,414)</u>	<u>(453,012,480)</u>
Net position, end of year	<u>(390,223,232)</u>	<u>(408,847,591)</u>	<u>(425,066,414)</u>	<u>(453,012,480)</u>	<u>(471,751,858)</u>

⁽¹⁾ M & O charges are payable by the Railroads as provided by the Operating Agreement and are not pledged to or available for payment of Bonds.

⁽²⁾ Represents proceeds from federal or state grants awarded to reimburse the Authority or Caltrans for costs related to Expenses for public benefit as listed above.

⁽³⁾ See Note 4 in the Authority Financial Statements.

⁽⁴⁾ Decreases in total net position are primarily because operating income (which takes depreciation into account) is less than interest expense. See the Authority Financial Statements.

Source: The Authority.

Table 10-A is derived from the Authority's unaudited financial information for the ten month period ending April 30, 2021 and 2022.

TABLE 10-A
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
(Ten Months Ended April 30, 2021 and 2022)

	<u>2021</u>	<u>2022</u>
Operating revenues:		
Use fees and container charges	\$ 97,209,627	\$ 78,045,780
Maintenance-of-way charges	4,344,131	4,758,720
Total operating revenues	<u>\$101,553,758</u>	<u>\$ 82,804,499</u>
Operating expenses:		
Salaries and benefits	2,031,153	1,894,395
Administrative expenses	1,637,897	1,155,646
Professional services	937,503	689,200
Maintenance-of-way	8,215,797	8,141,745
Depreciation	17,516,231	17,520,669
Total operating expenses	<u>30,338,581</u>	<u>29,401,653</u>
Operating income	<u>\$71,215,177</u>	<u>\$53,402,846</u>
Nonoperating revenues:		
Interest and investment revenue, net	1,407,016	(2,302,045)
Grants	254,394	188,292
Miscellaneous revenue	136,951	142,122
Gain/Loss Sale or Transfer of Capital Assets	-	-
Total nonoperating revenues	<u>1,798,361</u>	<u>(1,971,632)</u>
Nonoperating expenses:		
Interest expense	90,594,454	90,046,744
Expenses for public benefit and Pass Thru Expenses	450,595	264,955
Total nonoperating expenses	<u>91,045,049</u>	<u>90,311,699</u>
Change in net position	(18,031,511)	(38,880,484)
Net position, beginning of the period, as restated	<u>(453,012,480)</u>	<u>(471,751,858)</u>
Net position, end of period	<u><u>\$(471,043,991)</u></u>	<u><u>\$(510,632,342)</u></u>

Source: Derived from unaudited financial information of the Authority.

Historical Debt Service Coverage

Table 11 shows for Fiscal Years ended June 30, 2012 through 2021 debt service coverage calculated using Use Fee and Container Charges, plus in Fiscal Years 2012 and 2013, the Shortfall Advances paid in October 2011 and 2012, and Debt Service for Fiscal Years 2012 through 2021. The calculations shown in Table 11 are not required by the Indenture and are shown for information only.

TABLE 11
HISTORICAL AUTHORITY REVENUE DEBT SERVICE COVERAGE
AUTHORITY FISCAL YEARS 2012-2021

Fiscal Year Ending June 30	Use Fees and Container Charges ⁽¹⁾	Senior Lien Bonds Debt Service ⁽³⁾	Debt Service Coverage for Senior Lien Bonds ⁽²⁾	First Subordinate Lien Debt Service ⁽⁴⁾	Second Subordinate Lien Debt Service	Debt Service Coverage for Senior Lien Bonds and First Subordinate Lien Bonds ⁽²⁾	Shortfall Advances ⁽⁶⁾	Additional Funds Used for Debt Service on October 1 of Such Fiscal Year ⁽⁶⁾
2012 ⁽⁵⁾	97,283,963	58,524,916	1.66	42,659,825		0.96	\$5,900,000	1,200,000
2013	99,358,973	43,865,232	2.27	68,294,588		0.89	5,900,000	5,465,000
2014	108,998,890	42,106,771	2.59	57,543,575		1.09	-	15,000,000
2015	105,518,770	45,135,046	2.34	69,523,600		0.92	-	18,963,799
2016	103,551,936	62,504,217	1.66	49,846,100		0.92	-	-
2017	102,802,942	62,933,626	1.63	23,691,830		1.19	-	-
2018	112,933,239	63,370,234	1.78	36,036,950		1.14	-	-
2019	112,550,438	63,804,309	1.76	39,481,950		1.09	-	-
2020	102,115,182	75,079,554	1.36	31,951,950		0.95	-	-
2021	118,874,257	82,271,825	1.44	29,116,950		1.07	-	-

⁽¹⁾ Derived from the Authority's audited financial statements.

⁽²⁾ Does not include cash-on-hand (e.g., Use and Container Charges revenue from prior Fiscal Years), investment income and transfers of unexpended Series 1999 Bond proceeds and other funds available for and/or applied to October 1 debt service payments. The Authority makes monthly deposits with the Trustee to fund debt service payments (e.g., the deposits for May and June are made after the April 1 interest payment date, but before the end of the Fiscal Year, and are applied to pay debt service on October 1, which is in the following Fiscal Year).

⁽³⁾ Includes debt service of the Series 2012 Senior Lien Bonds and the Series 2013A Senior Lien Bonds.

⁽⁴⁾ Includes debt service on the 1999 Subordinate Lien Bonds and Series 2004 First Subordinate Lien Bonds.

⁽⁵⁾ The amount of Debt Service shown for Fiscal Year 2012 does not include debt service on the Series 2012 Senior Lien Bonds (issued on June 21, 2012). On July 24, 2012, \$83.71 million of Series 1999A Bonds were redeemed with proceeds of the Series 2012 Senior Lien Bonds and on October 1, 2011, \$24.295 million of Series 1999A Bonds were redeemed with unexpended proceeds of the Series 1999A Bond Construction Fund.

⁽⁶⁾ The amounts shown include amounts transferred from investment earnings from post-maturity Debt Service Reserve Account releases and/or from unexpended Series 1999 Bond proceeds in September 2006 and 2008 through 2012.

Source: The Authority.

Table 12 shows for Fiscal Years ended June 30, 2012 through 2021 debt service coverage calculated as provided in the Indenture. Table 12 illustrates debt service coverage using Use Fees and Container Charges, plus Contingent Port Obligations (referred to in Table 12 as “Total Dedicated Revenues”). Contingent Port Obligations equals 40% of the Annual Amount (annual debt service, Required Debt Service Reserve Account deposits, if any, and Financing Fees such as trustee and rating agency costs and RAV verification and monitoring fees). Unlike Table 11, Table 12 does not include additional funds used to pay debt service.

TABLE 12
HISTORICAL DEDICATED REVENUE DEBT SERVICE COVERAGE
FISCAL YEARS 2012-2021

Fiscal Year Ending June 30	Use Fees and Container Charges	Contingent Port Obligations ⁽¹⁾	Total Dedicated Revenues ⁽²⁾	Senior Lien Bonds Debt Service	Debt Service Coverage for Senior Lien Bonds ⁽²⁾	First Subordinate Lien Bonds Debt Service	Second Subordinate Lien Bonds Debt Service	Debt Service Coverage for Senior Lien Bonds and First Subordinate Lien Bonds
2012 ⁽³⁾	97,283,963	40,473,896	137,757,859	58,524,916	2.35	42,659,825		1.36
2013	99,358,973	44,863,928	144,222,901	43,865,232	3.29	68,294,588		1.29
2014	108,998,890	39,860,138	148,859,028	42,106,771	3.54	57,543,575		1.49
2015	105,518,770	45,863,458	151,382,228	45,135,046	3.35	69,523,600		1.32
2016	103,551,936	45,215,768	148,767,704	62,504,217	2.38	49,846,100		1.32
2017	102,802,942	34,650,182	137,453,124	62,933,626	2.18	23,691,830		1.59
2018	112,933,239	39,762,873	152,696,211	63,370,234	2.41	36,036,950		1.54
2019	112,550,438	41,314,503	153,864,941	63,804,309	2.41	39,481,950		1.49
2020	102,115,182	42,812,602	144,927,784	75,079,554	1.93	31,951,950		1.35
2021	118,874,257	44,555,510	163,429,767	82,271,825	1.99	29,116,950		1.47

⁽¹⁾ Contingent Port Obligations equals 40% of the Annual Amount, which includes but is not limited to, debt service on the Bonds and Financing Fees Relating to First Subordinate Lien Bonds. Contingent Port Obligations is the maximum amount the Ports may be obligated to pay to the Authority pursuant to the Operating Agreement.

⁽²⁾ Total Dedicated Revenues equals Use Fees and Container Charges plus Contingent Port Obligations but not investment income, transfers of unexpended Series 1999 Bond proceeds or Debt Service Reserve Account releases.

⁽³⁾ The amount of Debt Service shown for Fiscal Year 2012 does not include debt service on the Series 2012 Senior Lien Bonds (issued on June 21, 2012). On July 24, 2012, \$83.71 million of Series 1999A Bonds were redeemed with proceeds of the Series 2012 Senior Lien Bonds. On October 1, 2011, \$24.295 million of Series 1999A Bonds were redeemed with unexpended proceeds of the Series 1999A Bond Construction Fund.

Source: The Authority.

THE AUTHORITY’S OUTSTANDING BONDS

Outstanding Series 1999 Bonds. The Authority issued its Tax Exempt Senior Lien Revenue Bonds, Series 1999A (the “Series 1999A Senior Lien Bonds”) and Taxable Senior Lien Revenue Bonds, Series 1999C (collectively with the Series 1999A Senior Lien Bonds, the “Series 1999 Senior Lien Bonds”), and its Tax-Exempt Subordinate Lien Revenue Bonds, Series 1999B and Taxable Subordinate Lien Revenue Bonds, Series 1999D (collectively, the “Series 1999 First Subordinate Lien Bonds” and together with the Series 1999 Senior Lien Bonds, the “Series 1999 Bonds”) in February 1999 to pay, together with grants from the Metropolitan Transportation Authority and contributions from both Ports, a portion of the costs of constructing the Rail Corridor. The Authority’s Series 1999B Bonds and 1999D Bonds are no longer Outstanding. The Authority also borrowed \$400 million from the U.S. Department of Transportation, Federal Highway Administration (the “1999 Federal Loan”), to pay additional Rail Corridor Costs. The Outstanding Series 1999 Bonds are insured by MBIA Insurance Corporation (now reinsured and administered by National Public Finance Guarantee Corporation, the “Series 1999 Bond Insurer”). The Series 2022A Bonds are being issued, in part, to pay the purchase price to holders of the Series 1999A Bonds who elect to tender such Series 1999A Bonds to the Authority. The Series 2022B Bonds are being issued, in part, to defease the Series 1999C Bonds maturing on October 1, 2022 to maturity and to defease a portion of the Series 1999C Bonds maturing on October 1, 2029 to their October 1, 2023, 2024

and 2025 sinking fund redemption dates, and to pay the purchase price to all holders of the Series 1999C Bonds who elect to tender such Series 1999C Bonds to the Authority. See “PLAN OF FINANCE.” Moneys deposited to each Debt Service Fund in connection with the outstanding Series 1999 Senior Lien Bonds are invested in the Forward Delivery Agreement described below. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Permitted Investments.”

Outstanding Series 2004 First Subordinate Lien Bonds. On May 6, 2004, the Authority issued its Tax-Exempt Subordinate Lien Revenue Refunding Bonds, Series 2004A and its Taxable Subordinate Lien Revenue Refunding Bonds, Series 2004B (collectively, the “Series 2004 Bonds”) to prepay the entire outstanding balance (including accrued interest of \$172.8 million) of the 1999 Federal Loan. The Series 2004 Bonds are insured by AMBAC Assurance Corporation (the “Series 2004 Bond Insurer”). The Authority made a number of covenants to the Series 2004 Bond Insurer pursuant to the Sixth Supplemental Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

Outstanding Series 2012 Senior Lien Bonds. In June 2012, the Authority issued its Taxable Senior Lien Revenue Refunding Bonds, Series 2012 (the “Series 2012 Senior Lien Bonds”) to refund all of the Series 1999A Bonds that were current interest bonds stated to mature on October 1, 2014 through 2018 and a portion of the Series 1999A Bonds that were current interest bonds stated to mature on October 1, 2019. The interest rates on the Series 2012 Senior Lien Bonds are lower and the maturity dates are later than those of the Series 1999A Bonds refunded. The Series 2012 Senior Lien Bonds were purchased by the U.S. Department of Transportation, acting through the Federal Railroad Administration (the “FRA”), pursuant to a Financing Agreement between the FRA and the Authority (the “2012 Financing Agreement”) and pursuant to the Eighth Supplemental Indenture. As the registered owner of the Series 2012 Senior Lien Bonds, the FRA is referred to in this Official Statement as the “Series 2012 Lender.” The Authority made a number of covenants to the Series 2012 Lender pursuant to the 2012 Financing Agreement and the Eighth Supplemental Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

Outstanding Series 2013A Senior Lien Bonds. In February 2013, the Authority issued its Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A (the “Series 2013A Bonds”), all of which are current interest bonds, to refund all of the Authority’s remaining Series 1999A Bonds that were current interest bonds. A portion of the Series 2013A Bonds are insured by Assured Guaranty Municipal Corp. (the “Series 2013A Bond Insurer”). The Series 2022A Bonds are being issued, in part, to defease the Series 2013A Bonds maturing on October 1, 2022 and to pay the purchase price to all holders of the Series 2013A Bonds who elect to tender such Series 2013A Bonds to the Authority. See “PLAN OF FINANCE.” The Authority made a number of covenants to the Series 2013A Bond Insurer pursuant to the Ninth Supplemental Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

Outstanding Series 2016 Subordinate Lien Bonds. On May 11, 2016, the Authority issued its Tax-Exempt Subordinate Lien Revenue Refunding Bonds, Series 2016A (the “Series 2016A Bonds”) and its Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B (the “Series 2016B Bonds”, and together with the Series 2016A Bond, the “Series 2016 Bonds”) to refund, and/or to defease to maturity, a portion of the Authority’s Tax-Exempt Subordinate Lien Revenue Refunding Bonds, Series 2004A (the “Refunded Series 2004A Bonds”). The Series 2016B Bonds are insured by Assured Guaranty Municipal Corp. (the “Series 2016 Bond Insurer”). The Series 2022C Bonds are being issued, in part, to pay the purchase price to all holders of the Series 2016B Bonds who elect to tender such Series 2016B Bonds to the Authority. See “PLAN OF FINANCE.” The Authority made a number of covenants to the Series 2016 Bond Insurer pursuant to the Eleventh Supplemental Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

APPENDIX A-1

AUDITED BASIC FINANCIAL STATEMENTS OF THE AUTHORITY

APPENDIX B

THE PORT OF LOS ANGELES, INCLUDING AUDITED FINANCIAL STATEMENTS

THE PORT OF LOS ANGELES

POLA is obligated only to make certain payments required by the Operating Agreement and is not responsible for paying, and is not guaranteeing the payment of, the principal or accreted value of, premium, if any, or interest on the Bonds, including the Series 2022 Bonds. The Bonds are not secured by a lien on any properties or improvements of the City of Los Angeles or of POLA, or by a pledge of any revenues of POLA. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations” in the forepart of this Official Statement. Under certain circumstances, the Operating Agreement requires POLA to pay Shortfall Advances, the payment of which is a limited obligation, payable solely from POLA’s net revenues, after all of POLA’s other obligations, including operation and maintenance costs, are paid. See “AUTHORITY REVENUES—Shortfall Advances and Other Port Advances” and “BONDHOLDERS’ RISKS—Shortfall Advances are Limited, Subordinate Obligations of the Ports” in the forepart of this Official Statement. POLA has agreed that it will include in its budget Shortfall Advances of which it has notice, but POLA is not required to reserve or to set aside any funds, and the payment of Shortfall Advances by POLA is payable after all of POLA’s other obligations, including operation and maintenance costs, have been paid.

The information about POLA in this Official Statement was provided by POLA. The Authority makes no representation concerning such information.

General

The Harbor Department of the City of Los Angeles (the “LA Harbor Department”) is a proprietary, independent department of the City of Los Angeles similar to the Los Angeles Department of Water and Power and the Los Angeles Department of Airports. The LA Harbor Department operates POLA independently from the City of Los Angeles, using POLA’s own revenues, and administers and controls its fiscal activities by and through the Los Angeles Board of Harbor Commissioners (the “POLA Board”), subject to oversight by the City Council of the City of Los Angeles. The City of Los Angeles holds in trust and the LA Harbor Department administers POLA’s facilities, located in San Pedro Bay, approximately 20 miles south of downtown Los Angeles. POLA’s facilities lie within the shelter of a nine-mile long breakwater constructed by the federal government in several stages, the first of which commenced in 1899. The breakwater encloses the largest man-made harbor in the Western Hemisphere.

POLA has three major continuing sources of revenue: shipping revenue, which is a function of cargo throughput; revenue from the rental of POLA’s land and buildings (i.e., revenue from permit and lease agreements); and the smallest component, fee and royalty revenue.

POLA operates as a landlord, issuing permits for the use of POLA land, docks, wharves, transit sheds, terminals and other facilities. POLA also is landlord to various shipyards, fish markets, ocean-related entities (i.e., fisheries and ship repair), railroads, restaurants and other similar operations. These arrangements are entered into under various lease and permit agreements. Under the permit agreements the occupants agree to pay tariffs or fees established by POLA. Permittees are generally shipping or terminal companies, agents or other private firms. POLA has no direct role in managing the daily movements of cargo. POLA also recovers its costs of providing services and improvements through tariff charges for shipping services.

Most of the property on which POLA’s land, docks, wharves, transit sheds, terminals and other facilities are located is owned by the City of Los Angeles and administered by POLA, subject to a trust created pursuant to certain tideland grants from the State. These tidelands were granted to the City of Los Angeles under the State Tidelands Trust Act by the California State Legislature in 1911 for the purpose of promoting commerce, navigation and fishery. Subsequent state legislative action expanded the permitted uses of tidelands to include maritime commerce, fishing, navigation and recreation and environmental activities that are water-oriented and are intended to be of statewide benefit. Certain additional requirements and restrictions are imposed by the tidelands grants, including limitations on the sale and long-term leasing of tidelands and limitations on the use of funds generated from the tidelands and tidelands trust assets.

Under the tidelands trusts, funds from the tidelands may be transferred to the City of Los Angeles’s General Fund only for tidelands trust purposes and may not be transferred to the City General Fund for general

municipal purposes. All amounts in the Los Angeles Harbor Revenue Fund are subject to the tidelands trust use restrictions. POLA does not expect that restrictions on the use of tidelands or with respect to tidelands funds will materially adversely affect POLA's operations or finances of POLA. Tidelands grants and terms of the tidelands trusts are subject to amendment or revocation by the California Legislature, as grantor of the trust and as representative of the beneficiaries (the people of the State).

During calendar year 2021, POLA was the busiest container port in North America in terms of cargo volume, handling approximately 10.7 million TEUs. According to the Pacific Merchant Shipping Association (PMSA), POLA and the Port of Long Beach ("POLB"), combined, handled approximately 20.1 million TEUs during calendar year 2021, as compared to approximately 17.3 million TEUs during calendar year 2020.

Physical Description and Geography

The Port is located in the San Pedro Bay, approximately 20 miles south of downtown Los Angeles. The Port's facilities lie within the shelter of a nine-mile long breakwater constructed by the federal government in several stages, the first of which commenced in 1899. The breakwater encloses the largest man-made harbor in the Western hemisphere. The Port operates primarily as a landlord, as opposed to an operating port. Its docks, wharves, transit sheds, and terminals are leased to shipping or terminal companies, agents, and to other private firms. Although the Port owns these facilities, it has no direct hand in managing the daily movement of cargo. The Port is a landlord to close to 300 entities. In addition to major terminal operators, other tenants include marinas, commercial fishing operations, cruise operations, restaurants, and recreational facilities. The major sources of income for the Port are from shipping services (wharfage, dockage, pilotage, space assignment charges, etc.), rentals, fees, concessions, and royalties. It currently serves approximately 80 shipping companies and agents with facilities that include 270 berthing facilities along 43 miles of waterfront. In terms of its size and volume, the Port is one of the world's largest and busiest ports. The Port encompasses approximately 4,300 acres of land and 3,200 acres of water. The Port is a deep-water port with a depth of 53 feet in its main channel and at the bulk loader and supertanker channels. Two major railroads serve the Port. The Port lies at the terminus of two major freeways within the Los Angeles freeway system. Subsurface pipelines link the Port to major refineries and petroleum distribution terminals within the Los Angeles Basin. The Port handles the largest volume of containerized cargo of all U.S. ports, and additionally ranks as number one in cargo value for U.S. waterborne foreign traffic. The Port's major trading partners, concentrated along the Pacific Rim, include China/Hong Kong, Japan, South Korea, Taiwan, and Vietnam. Cargo to and from these countries represents the bulk of the total value of all cargo shipped through the Port. POLA currently has the capability to handle modern, deeper-draft vessels. Because there is no significant source of river sand or silt in POLA harbor, these channels do not require frequent dredging for maintenance purposes.

Many of the container terminal operators located at POLA utilize the Intermodal Container Transfer Facility (the "ICTF"), a specialized rail yard for the transfer of containers to and from trucks and railcars, located five miles from POLA. The ICTF was financed and constructed by Southern Pacific Transportation Company and the Intermodal Container Transfer Facility Joint Powers Authority, a joint powers authority organized by the Ports. The ICTF is operated by Union Pacific under a long-term lease agreement.

POLA's major permittees (tenants) as of June 30, 2021 are listed in Table B-1 below.

TABLE B-1

**MAJOR PERMITTEES (TENANTS) OF THE PORT OF LOS ANGELES
(In Alphabetical Order)**

(As of June 30, 2021)

APM Terminals Pacific LLC / Maersk Pacific, Ltd. / Maersk Line A/S
China Shipping Holding Co., Ltd.
Eagle Marine Services, Ltd. / American President Lines*
Everport Terminal Services Inc. / Evergreen America Corporation
Innovative Terminal Services, Inc.
Kinder Morgan Liquids Terminals LLC / Kinder Morgan West Coast Terminals
PBF Energy Western Region, LLC
Phillips 66 Company
Rio Doce Pasha Terminal
SA Recycling LLC
Shell Oil Company
Toll Global Forwarding Scs (USA) Inc.
Trapac, LLC
Ultramar Marine Terminal
Union Pacific Railroad Company
Vopak Terminal Los Angeles Inc.
Westrec Marina Management, Inc. / Cathay Bank
WWL Vehicle Services Americas, Inc.
Yang Ming Marine Transport Corporation / Yang Ming Transport LTD.
Yusen Terminal, Inc. / N.Y.K. (North America) Inc.

* Eagle Marine Services, Ltd. was rebranded to Fenix Marine Services, Ltd. in late 2018.

Source: Harbor Department of the City of Los Angeles

POLA sets tariff charges for, among other things, wharfage, dockage, storage, pilotage, land usage, passenger fees and demurrage applicable to all ships and cargo using POLA-owned property and necessary for the orderly movement of cargo. POLA and all other California public ports control and determine their own individual tariff structures. The ports cooperate, however, in setting tariff rates through membership in the California Association of Port Authorities (“CAPA”). One of CAPA’s goals is to establish and maintain reasonable and, as far as practicable, uniform terminal rates, charges, classifications, rules and regulations for the handling and movement of domestic and foreign waterborne cargo. These tariff provisions cover, among other things, space assignments at marine terminal facilities, as well as other miscellaneous terminal charges necessary for the orderly movement of cargo. CAPA’s goal is to permit California ports to obtain an adequate return on investment to facilitate the necessary maintenance, expansion and improvement of marine facilities. CAPA is exempt from federal antitrust laws, thereby allowing for this cooperative rate setting.

Source of Funds for Payment of Shortfall Advances

Pursuant to the Operating Agreement, POLA is obligated to include in its budget each fiscal year an amount equal to the amount of projected Shortfall Advances for such fiscal year that has been forecasted by the Authority and for which due notice thereof has been provided to POLA by the Authority. The payment of Shortfall Advances by POLA is payable after all of POLA’s other obligations, including operation and maintenance costs and POLA’s debt service, are paid. POLA has established a special reserve fund known as the “Emergency/ACTA Fund”, the purpose of which is to pay for any unexpected expense that may arise during a fiscal year, including, but not limited to, Shortfall Advances. As of June 30, 2021, approximately \$50.6 million is on deposit in the Emergency/ACTA Fund.

Financial and Operation Information

The Los Angeles Harbor Revenue Fund is a separate fund established by the Charter of the City of Los Angeles. All fees, charges, rentals and revenue from every source collected by POLA in connection with its possession, management and control of the Los Angeles Harbor District and Los Angeles Harbor Assets (as defined in the Charter of the City of Los Angeles) are deposited in the Los Angeles Harbor Revenue Fund. All such moneys and revenues deposited in the Los Angeles Harbor Revenue Fund are under the direction and control of the POLA Board. POLA expends moneys in the Los Angeles Harbor Revenue Fund, from time to time, to pay operating and maintenance expenses and debt service on its outstanding indebtedness. Remaining revenues constitute surplus revenues and may be used for any lawful purposes, including, among other things, payment of Shortfall Advances.

The following Table B-2 sets forth a breakdown of POLA's operating revenues, expenses and net assets for fiscal years ended June 30, 2017 through 2021.

TABLE B-2
PORT OF LOS ANGELES
SUMMARY OF REVENUES, EXPENSES AND NET ASSETS
FISCAL YEARS ENDED JUNE 30, 2017 THROUGH JUNE 30, 2021

(in thousands of dollars)

	2017	2018	2019	2020	2021
Revenues					
Shipping Services					
Wharfage	\$ 369,715	\$ 376,165	\$ 383,549	\$ 345,195	\$ 435,513
Dockage	4,113	4,532	4,348	4,257	4,509
Demurrage	213	219	202	200	207
Pilotage	9,558	10,502	10,985	9,495	10,682
Assignment Charges	14,657	13,861	11,244	10,418	12,938
Total Shipping Services⁽¹⁾	\$ 398,256	\$ 405,279	\$ 410,328	\$ 369,565	\$ 463,849
Rentals					
Land	\$ 50,554	\$ 60,746	\$ 65,291	\$ 72,099	\$ 78,773
Other Rentals	704	672	674	1,004	1,706
Total Rentals	\$ 51,258	\$ 61,419	\$ 65,965	\$ 73,103	\$ 80,479
Royalties, Fees and Other Operating Revenues ⁽²⁾	25,019	24,062	30,134	24,998	27,683
Total Operating Revenues	\$ 474,532	\$ 490,760	\$ 506,427	\$ 467,666	\$ 572,011
Expenses					
Operating and Administrative Expenses					
Salaries and Benefits	\$ 94,677	\$ 96,208	\$ 98,062	\$ 113,342	\$ 108,646
Pension Expense Adjustment	23,905	20,843	20,913	28,805	33,086
OPEB expense ⁽³⁾	-	4,482	4,083	3,679	4,468
City Services and Payments	39,554	42,749	45,223	48,366	45,876
Outside Services	25,022	29,904	33,418	31,815	26,219
Utilities ⁽¹⁾	15,573	15,642	19,946	18,443	23,290
Materials and Supplies	5,314	6,960	6,593	5,672	4,517
Pollution Remediation Expenses	(536)	(3,795)	(4,106)	89	924
Marketing and Public Relations	2,583	2,784	2,510	2,388	1,372
Workers' Compensation, Claims and Settlement	4,977	4,009	193	3,272	14,255
Clean Truck Program Expenses	704	831	3,120	1,014	752
Travel ⁽⁴⁾	536	749	733	508	71
Other Operating Expenses	15,367	15,590	9,739	16,177	10,492
Total Operating and Administrative Expenses	\$ 227,675	\$ 236,955	\$ 240,427	\$ 273,570	\$ 273,968
Income from Operations before Depreciation	\$ 246,857	\$ 253,805	\$ 266,000	\$ 194,096	\$ 298,043
Depreciation	172,895	167,984	161,977	158,613	153,304
Operating Income	\$ 73,962	\$ 85,821	\$ 104,023	\$ 35,483	\$ 144,739
Nonoperating Revenues / (Expenses)					
Income from Investments in JPAs and Other Entities	\$ 2,162	\$ 2,001	\$ 2,596	\$ 2,461	\$ 2,243
Interest and Investment Income	1,118	618	32,804	39,643	(2,656)
Interest Expense	(604)	(1,612)	(1,290)	(24,707)	(21,763)
Other Income and Expenses, net	(1,145)	1,999	27,151	2,025	(1,019)
Net Nonoperating Revenues/(Expenses)	\$ 1,531	\$ 3,006	\$ 61,261	\$ 19,422	\$ (23,195)
Income Before Capital Contributions	\$ 75,492	\$ 88,827	\$ 165,283	\$ 54,905	\$ 121,544
Capital Contributions	18,801	4,524	3,523	3,440	7,116
Special Item ⁽²⁾	9,150	-	-	-	-
Changes in Net Assets	\$ 103,443	\$ 93,351	\$ 168,807	\$ 58,345	\$ 128,660
Total Net Assets - Beginning of Year	\$ 3,161,955	\$ 3,265,398	\$ 3,334,871	\$ 3,503,678	\$ 3,562,023
Cumulative effect of change in accounting principle ⁽³⁾	-	(23,879)	-	-	-
Total Net Assets - End of Year	\$ 3,265,398	\$ 3,334,871	\$ 3,503,678	\$ 3,562,023	\$ 3,690,683

See next page for footnotes.

- (1) For the fiscal year ended June 30, 2021, increase in shipping services revenues is, in part, attributed to the worldwide COVID-19 pandemic.
- (2) Royalties, Fees and Other Operating Revenues in the fiscal year ended June 30, 2016 were restated within the subsequent fiscal year-end financial statements due to a reclassification of approximately \$5.1 million in one-time insurance reimbursements which have now been presented as a “Special Item” for the fiscal year ended June 30, 2016. At fiscal year ended June 30, 2017, \$9.2 million was recognized as a one-time insurance reimbursement, which was in addition to the prior fiscal year’s \$5.1 million insurance reimbursements.
- (3) GASB “Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions” (“GASB 75”) establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources and expenses/expenditures. POLA implemented GASB 75 in fiscal year ended June 30, 2018. OPEB expenses incurred in prior fiscal years were recorded within “Salaries and Benefits” expense. The net position at July 1, 2017 was restated by \$23.9 million to adjust for the cumulative change in accounting principle as a result of GASB 75.
- (4) This line-item was previously named “Travel and Entertainment.” For fiscal year ended June 30, 2021, decrease in “Travel” expenses is due to the worldwide COVID-19 pandemic.

Note: TEU = twenty-foot equivalent units.

Source: POLA

The following Table B-3 provides a summary of the type and volume of cargo handled at POLA for the past ten fiscal years.

TABLE B-3
PORT OF LOS ANGELES
REVENUE TONNAGE BY CARGO TYPE⁽¹⁾
FISCAL YEARS 2012 THROUGH 2021
(in thousands of metric revenue tons)

Fiscal Year Ended June 30	General Cargo ⁽²⁾	Liquid Bulk	Dry Bulk ⁽³⁾	Total ⁽⁴⁾	% Increase (Decrease) in Total Tonnage over Prior Year
2012 ⁽⁵⁾	163,900	9,900	1,100	174,900	8.7%
2013	156,300	7,800	1,000	165,100	(5.6) ⁽⁶⁾
2014	165,000	10,500	900	176,400	6.8
2015	165,100	10,300	1,400	176,800	0.2
2016	167,300	14,300	1,200	182,800	3.4
2017	184,300	13,200	600	198,100	8.4
2018	178,000	15,500	1,000	194,500	(1.8) ⁽⁷⁾
2019	193,000	13,400	900	207,300	6.6
2020	170,000	12,200	800	183,000	(11.7) ⁽⁸⁾
2021	211,900	9,300	800	222,000	21.3 ⁽⁹⁾

(1) Numbers are rounded.

(2) General Cargo tonnage comprised of both TEU tonnage and non-TEU tonnage.

(3) Dry bulk cargo includes steel slabs, sulfur, pipe, beams, scrap metal, coal, ores, cement, fertilizers and bauxite.

(4) Computed on an accrual basis, adjusted for unverified amounts.

(5) Tonnage changes due to post-close adjustments.

(6) In October 2012, Transpacific 8, a service route jointly operated by Mediterranean Shipping Co., Maersk Line and CMA CGM, transferred from POLA to POLB and initially it impacted both cargo volume and associated revenue at POLA. POLA has since recovered from the initial impact through ongoing capital investment to enhance capacity and recent favorable movement of alliance traffic.

(7) Decline is attributed to realignment and consolidation of vessel service among the shipping alliances.

(8) Decline in tonnage is attributed to the worldwide COVID-19 pandemic.

(9) Increase in tonnage is, in part, attributed to the worldwide COVID-19 pandemic.

Source: POLA

The following Tables B-4 and B-5 provide information about the container traffic at POLA for calendar years 2017 through 2021 and for fiscal years 2017 through 2021

TABLE B-4

**PORT OF LOS ANGELES
CONTAINER TRAFFIC
CALENDAR YEARS 2017-2021
(TEUs⁽¹⁾)**

	2017	2018	2019	2020	2021
Inbound⁽¹⁾	4,716,089	4,867,269	4,714,266	4,827,040	5,513,286
Outbound⁽¹⁾	1,899,934	1,904,240	1,756,177	1,531,406	1,184,145
Empties	2,727,170	2,688,921	2,867,190	2,854,950	3,980,179
Total TEUs⁽²⁾	9,343,193	9,460,430	9,337,632	9,213,396	10,677,610

⁽¹⁾ Fully loaded.

⁽²⁾ Totals may not sum due to rounding.

Source: POLA.

TABLE B-5

**PORT OF LOS ANGELES
CONTAINER TRAFFIC
FISCAL YEARS 2017-2021
(TEUs⁽¹⁾)**

	2017	2018	2019	2020	2021
Inbound⁽²⁾	4,662,882	4,691,342	4,910,807	4,404,634	5,710,620
Outbound⁽²⁾	1,921,635	1,870,997	1,860,452	1,595,607	1,447,132
Empties	2,621,239	2,609,527	2,916,993	2,560,642	3,721,632
Total TEUs⁽³⁾	9,205,755	9,171,866	9,688,252	8,560,882	10,879,384

⁽¹⁾ TEU counts are subject to adjustments which may occur throughout the year.

⁽²⁾ Full containers.

⁽³⁾ Totals may not sum due to rounding.

Source: POLA.

The following Table B-6 shows the breakdown of shipping revenues by container and noncontainer for fiscal years 2012 through 2021. Shipping revenues are comprised of wharfage, dockage, demurrage, cranes, pilotage, assignment charges, and storage

TABLE B-6
PORT OF LOS ANGELES
SHIPPING REVENUE BREAKDOWN⁽¹⁾
FISCAL YEARS ENDED JUNE 30, 2012-2021

Fiscal Year Ended June 30	Total Shipping Revenues (000s)	Container Shipping Revenues (000s)	TEUs (000s)	Container Shipping Revenue Per TEU	Non-Container Shipping (000s)	Non-Container Tons (000s)	Non-Container Shipping Revenue Per Ton
2012	\$357,700	\$321,900	8,186	\$39.32	\$35,800	13,800	\$2.59
2013 ⁽²⁾	347,900	313,700	7,777	40.34	34,200	11,700	2.92
2014	377,200	335,700	8,210	40.89	41,500	14,900	2.79
2015	364,900	325,500	8,191	39.74	39,400	15,100	2.61
2016	368,500	324,100	8,391	38.62	44,400	18,500	2.40
2017	398,300	351,800	9,206	38.21	46,500	17,300	2.69
2018 ⁽³⁾	405,300	353,600	9,170	38.56	51,700	19,500	2.65
2019	410,300	358,800	9,688	37.04	51,500	17,000	3.03
2020	369,600	323,300	8,560	37.77	46,300	14,500	3.19
2021 ⁽⁴⁾	463,800	421,400	10,879	38.74	42,400	12,800	3.31

⁽¹⁾ Numbers are rounded.

⁽²⁾ In October 2012, Transpacific 8, a service route jointly operated by Mediterranean Shipping Co., Maersk Line and CMA CGM, transferred from the Port of Los Angeles to the Port of Long Beach and initially it impacted both cargo volume and associated revenue at the Port of Los Angeles. The Port of Los Angeles has since recovered from the initial impact through ongoing capital investment to enhance capacity and recent favorable movement of alliance traffic.

⁽³⁾ Non-Container Shipping Revenue was previously recorded as \$51,800 (in thousands) and stated as such in Prior Reports. As a result, Non-Container Shipping Revenue Per Ton was adjusted from \$2.66 (in Prior Reports) to \$2.65.

⁽⁴⁾ Increase in shipping revenues is, in part, attributed to the worldwide COVID-19 pandemic.

Note: TEU = twenty-foot equivalent units.

Source: Harbor Department of the City of Los Angeles

The following Table B-7 shows a breakdown of total TEUs by country of origin for imports and country of destination for exports.

TABLE B-7
PORT OF LOS ANGELES
TEU⁽¹⁾ COUNT BY COUNTRY
FISCAL YEAR ENDED JUNE 30, 2021

Exports			Imports		
Country	TEUs	% of Total	Country	TEUs	% of Total
China	298,140	21.6%	China	3,367,628	59.5%
Japan	208,280	15.1	Vietnam	603,423	10.7
Taiwan	178,237	12.9	Taiwan	332,353	5.9
South Korea	164,231	11.9	Japan	273,005	4.8
Vietnam	85,860	6.2	South Korea	219,408	3.9
Indonesia	70,295	5.1	Thailand	143,091	2.5
Malaysia	65,887	4.8	Indonesia	134,515	2.4
Singapore	50,467	3.7	Malaysia	120,085	2.1
Thailand	30,733	2.2	India	66,417	1.2
Philippines	26,437	1.9	Philippines	49,663	0.9
All Others	202,119	14.6	All Others	349,419	6.2
Total Exports	1,380,688	100.0%	Total Imports	5,659,006	100.0%

⁽¹⁾ TEU = twenty-foot equivalent units.

Source: Ports Import Export Reporting Services ("PIERS"). Data from PIERS excludes domestic cargo and empties.

Security

POLA security operations are conducted by the Los Angeles Port Police. POLA's port security program is designed to secure POLA through prevention, deterrence and in collaboration with our many port partners. POLA's security program consists of operational security measures consisting of sworn and civilian personnel providing patrols, inspections and investigations both on land and on the water. These operations are supported by advanced surveillance, communications, command and control and sensor systems. Additionally, POLA is engaged in development and implementation of national and international port and cargo security standards and regulations. The security program is closely coordinated with a number of federal, State and local agencies. POLA has been awarded numerous grants to fund safety and security projects by federal and State government agencies, including the U.S. Department of Homeland Security, the Federal Emergency Management Agency, the Transportation Security Administration and the State Office of Homeland Security.

Maritime Transportation Security Act ("MTSA") of 2002 requires interagency teamwork within the Department of Homeland Security, including the U.S. Coast Guard, the Transportation Security Administration ("TSA"), the Bureau of Customs and Border Protection and the Department of Transportation's Maritime Administration to develop security regulations. The security regulations focus on those sectors of the maritime industry that have a higher risk of involvement in a transportation security incident, including various tank vessels, barges, large passenger vessels, cargo vessels, towing vessels, offshore oil and gas platforms and port facilities that handle certain kinds of dangerous cargo or service the vessels included in this list. These regulations require, among other things, that port and vessels owners assess their vulnerabilities and then develop plans that may include implementing vehicle, container and baggage screening procedures, accessing control measures and/or installing surveillance equipment. Additionally, there is great emphasis placed on securing and patrolling our railways and roadways within the port complex. The Department has procedures in place for compliance with MTSA.

In 2014, the Department established its Cybersecurity Operations Center (the "Center"), operated by a dedicated cybersecurity team, as a centralized location to monitor network traffic in order to prevent, detect and respond to cyber incidents under the Department's control. The Center prevents approximately 20 million cyber-intrusion attempts per month. Since 2015, the Department also continues to maintain its ISO 27001 certification for the Center. ISO 27001 certification demonstrates that the Department is following information security best practice and delivers an independent, expert assessment of whether the Department's information security management system complies with this international cybersecurity standard.

In April 2019, the Department determined to form a cross-sector Cyber Resilience Center (the "CRC") in order to further reduce the risks of cybersecurity threats that could disrupt the flow of cargo at the Port. The CRC will expand the scope of stakeholder engagement to encompass the key parties operating in the Port complex: shipping lines, marine terminal operators, railroad companies, labor and representatives from the trucking industry. The CRC will enable key stakeholders to share cyber threat indicators and take defensive measures with each other as a means to reduce the potential of a cyber-incident experienced by any one of the Port's stakeholders to disrupt multiple operations within the Port.

Capital Improvement Projects.

POLA's capital improvement projects are categorized into five types of projects: (i) Terminal Projects, (ii) Transportation Projects, (iii) Security Projects, (iv) Public Access/Environmental Enhancement Projects, and (v) Maritime Services Projects.

Expenditures for capital improvement projects for the fiscal year ended June 30, 2021 were approximately \$114.6 million, comprised of: Terminal Projects (a total of approximately \$46.6 million), Transportation Projects (a total of approximately \$5.3 million), Security Projects (a total of approximately \$3.2 million), Public Access/Environmental Enhancement Projects (a total of approximately \$46.2 million), and Maritime Services Projects (a total of approximately \$13.3 million).

Table B-8 provides a summary of the total estimated project costs by category of POLA's capital improvement program for fiscal years ending June 30, 2022 through 2026.

TABLE B-8

**PORT OF LOS ANGELES
CAPITAL IMPROVEMENT PROGRAM BY CATEGORY
FISCAL YEARS 2022-2026**

Project Category	Estimated Total Cost (\$ millions)
Terminal Projects	\$246
Transportation Projects	98
Security Projects	14
Public Access/Environmental Enhancement Projects	200
Maritime Projects	183
Total	\$741

Source: POLA

Terminal and Infrastructure Projects. Following are summaries of certain of POLA’s major Terminal and Infrastructure Projects.

Berths 167-169, MOTEMS/Shell. The primary goal of this proposed \$44.8 million project is to comply with the Marine Oil Terminal Engineering and Maintenance Standards (MOTEMS) to protect public health, safety, and the environment. Work includes demolition of the existing timber wharves, and replacing the structure with a new concrete loading platform, access trestle, mooring dolphins, and steel catwalks. The proposed project would also include a new 30-year lease. Construction started July 2021, with completion by 2024.

Berths 238-239, MOTEMS/PBF Energy. The Port is finalizing design of a new marine oil platform at the PBF Energy Oil Terminal. The primary goal of the proposed \$35 million project is to comply with the MOTEMS to protect public health, safety and the environment. The new project will construct two new MOTEMS- compliant wharf structures at Berth 238 with berthing and mooring dolphins, catwalks, and an access ramp. The project will require the demolition and removal of the existing concrete loading platform, catwalks, access ramps, and mooring and berthing dolphins. The proposed project would also include a new 30-year lease. Construction is expected to start in January 2023, with completion estimated by 2026.

Berths 302-305, On-Dock Railyard Expansion at Fenix Marine Services Container Terminal. An expansion of the existing railyard at Berths 302-305 is in design, which will add five new tracks of approximately 12,000 linear feet. This project will increase the capacity of the existing overall on-dock railyard by about 10%. Total project cost is \$52.4 million with an \$18.1 million federal grant awarded by the United States Maritime Administration (MARAD) and a \$19.2 million federal grant awarded by the State of California and Metro. Design is expected to be completed in September 2022, with construction completion estimated by 2025.

Pier 400 Corridor Storage Tracks Expansion Project. The existing Pier 400 rail storage yard is in need of expansion to accommodate future rail volumes on Terminal Island. The project scope includes an extension to the existing rail bridge, five new railroad storage tracks, an asphalt access roadway, new crossovers and switches, as well as modifications to the existing compressed air system of the Pier 400 rail storage yard and bridge. Work also includes the relocation of a portion of the Pier 400 lead track onto Port property, realignment of the track connection to the existing rail storage yard, modifications to Reeves Avenue, and relocation of the existing at-grade crossing at Nimitz Avenue to Reeves Avenue. The project is currently budgeted at \$73.2 million and was awarded approximately \$21.6 million of California Trade Corridor Enhancement Program (TCEP) federal funding by the State of California. Construction started in February 2022 and completion is expected in 2024.

B. 171-181 Development (Pasha). Pasha Terminal improvements include 382 linear feet of concrete wharf upgrade to seismic analysis to comply with POLA’s seismic code, replacement of the terminal's main electrical equipment, construction of a new switchgear yard, and re-roof of the office building. The wharf project

cost is approximately \$11.4 million and will begin construction in 2022 and the electrical upgrade project is approximately \$7.7 million and is expected to be complete in 2023.

Transportation Projects. Following are summaries of certain of POLA's current Transportation Projects.

State Route (SR) 47/Vincent Thomas Bridge (VTB) & Front Street/Harbor Boulevard

Interchange Reconfiguration. This interchange is an important transportation nexus providing access to the LA Waterfront, residential community of San Pedro, Terminal Island, and the West Basin Container Terminal. The project would improve traffic safety and operational deficiencies at the interchange. The \$70.5 million in improvements, partially offset by \$64.9 million in grant funding, will include replacing the existing westbound off-ramp from the VTB currently located on the south side with a new off-ramp located on the north side. Additional improvements include realigning the existing westbound on-ramp onto the SR 47 and I-110 connector; modifying the westbound off-ramp onto Harbor Boulevard; and modifying the eastbound on-ramp onto the VTB toward Terminal Island. Construction is expected to start in late 2022, with completion estimated by 2025.

Alameda Corridor Gap Closure Expansion. This \$17.3 million project will provide a second mainline track between the West Basin area of the Port and the Alameda Corridor, eliminating a short gap in trackage and reducing delays for trains servicing West Basin Container Terminal (WBTC), TraPac, Pasha Terminals, as well as other current and future customers. The project will involve construction of approximately 5,000 track feet of rail parallel to the existing San Pedro Main track, as well as modifications to the West Basin Intermodal Container Transfer Facility lead track, relocation and protection of existing underground utilities, relocation of power poles, utility meters and perimeter fencing. The project was awarded \$6.0 million of California Trade Corridor Enhancement Program (TCEP) federal funding by the State of California. Construction started in April 2021, with completion anticipated in July 2022.

Public Access/Environmental Enhancement Projects. Following are summaries of certain of POLA's current Public Access/Environmental Enhancement Projects.

San Pedro Waterfront - B. 74-83 Promenade Phase II. The projects consists of a 30 foot wide and 1,100 foot long promenade along the water's edge. Design & construct a 30-ft wide public promenade along the water's edge from Berths 74 and 78-79 (approx. 1100' for the Jankovich and San Pedro Fish Market Restaurant areas). The promenade is along the former Ports O' Call site and will be part of the West Harbor development. Project cost is \$16.5 million and is scheduled to begin construction in fall 2022 with completion expected in March 2024.

Wilmington Waterfront Promenade. The project consists of 1,200 feet of waterfront promenade, reconstruction of the seawall from Berths 183 to 186, realignment of Water Street between Fries Ave and Avalon Blvd, as well as the construction of open green space, public plaza, parking courts, landscaping, and hardscaping. Project cost is \$70.8 million and construction is expected to be complete in 2023.

Berth 46 Outer Harbor Cruise Terminal Alternative Maritime Power (AMP). Design and install a new 11 KV system for Cruise Ships at Berth 46. In addition, this project requires the extension of a new LADWP 34.5KV circuit through existing LADWP underground conduit (from 22nd Street to Berth 46 along Miner Street). Project cost is \$35 million and design is expected to be complete in 2023 with construction completion by 2025.

Harbor Department HQ Facility Improvements. The project consists of the design and replacement of the Heating, Ventilation, and Air Conditioning (HVAC) system at the Harbor Administration Building (HAB) with a project cost of \$14 million. Additional work includes new ductwork and the cleaning and reutilization of existing ductwork. The expanded scope will install a separate, dedicated 24/7 AC units for the critical ITD facilities on the 1st and 2nd floors. Construction is expected to start in 2022 with completion in 2023.

Joint Ports Goods Movement Workforce Training Campus. Preliminary planning and design including geotechnical investigation site and environmental assessment (phase I) for a 20-acre Joint Ports (POLA and POLB) Goods Movement Workforce Training Campus located at Anchorage Road and Shore Road. The preliminary project cost estimate for the full build out of the facility is approximately \$150 million. Phase I preliminary planning started November 2021 with Phase I completion by 2023.

Environmental and Regulatory Matters

Environmental Compliance. POLA was the first port in the nation to have an Environmental Management Division. POLA's Environmental Management Division provides full environmental services related to water, soils and sediments, air and associated living resources, as well as environmental assessment documentation. In 2003, the LA Harbor Department adopted an environmental policy, which calls for continuous environmental improvement and the implementation of pollution prevention measures. POLA's Environmental Management System meets the specifications of the International Organization for Standardization Standard 14001 for environmental management systems.

POLA is required to comply with the provisions of a number of federal and state laws designed to protect or enhance the environment. Environmental assessments are conducted in accordance with the federal National Environmental Policy Act ("NEPA") and the California Environmental Quality Act ("CEQA"). These two laws require consideration and disclosure of environmental impacts of development projects. Other federal environmental laws applicable to POLA include the Resource Conservation and Recovery Act, which governs the treatment and disposal of certain substances; the Clean Water Act and the Marine Protection, Research and Sanctuary Act, which govern the dumping of dredged materials; the Rivers and Harbors Act, which governs navigable waterways; and State and Federal Endangered Species Act. Enforcement agencies include the U.S. Environmental Protection Agency, the U.S. Army Corps of Engineers, the California Regional Water Quality Control Board, the California Air Resource Board, the South Coast Air Quality Management District, and the California Department of Toxic Substances Control. POLA also is required to conform to provisions of a number of other State environmental and health safety laws.

In addition to these laws and the implementing regulations, POLA has instituted additional programs and procedures to protect the environment, each of which are designed to, among other things, limit POLA's liabilities. In 2006, POLA and POLB established the Clean Air Action Plan (the "CAAP"). See "Clean Air Action Plan" below. In the fiscal year ended June 30, 2010, POLA adopted its Water Resources Action Plan aimed at significantly reducing water pollution discharges from land, vessels and the watershed and removing contaminated sediments. These programs are backed up by long-term monitoring of the applicable media.

Clean Air Action Plan. In 2006, POLA, together with POLB, developed the CAAP with input from the U.S. Environmental Protection Agency, the California Air Resources Board, and the South Coast Air Quality Management District. The CAAP was updated and reauthorized in 2010 and 2017. The CAAP is POLA's comprehensive plan to address air pollution emissions from port-related sources and contains aggressive long-term goals through 2023 to reduce health risk, diesel particulate matter, nitrogen and sulfur oxides, and greenhouse gases. Pursuant to the CAAP, POLA has undertaken several programs to lower air pollution levels at POLA. Emission sources targeted by the CAAP include ships, trains, cargo handling equipment, harbor craft and heavy-duty trucks. POLA's voluntary Vessel Speed Reduction Program has been included as part of the CAAP and it has produced notable reductions in ship emissions as they approach and depart the port. The CAAP also includes a Technology Advancement Program that evaluates and demonstrates new and emerging emissions treatment technologies. In 2008, the CAAP Clean Truck Program was implemented, which essentially replaced older polluting trucks with newer clean trucks, thereby reducing truck emissions by over 90 percent at the port and the surrounding communities. Through implementation of the CAAP, since 2005, there has been an 89% reduction in diesel particulate matter, a 98% reduction in sulfur oxides, a 64% reduction in nitrogen oxides emissions, and 12% for greenhouse gases from Port-related sources. The CAAP and its associated various measures have cost POLA over \$300 million to date. As a result of continuing initiatives as well as zero-emission truck and cargo-handling equipment goals outlined in the CAAP 2017 Update, the CAAP will continue to require a significant investment by POLA, POLB and private sector businesses to expedite the introduction of new and innovative methods of reducing emissions prior to any federal or State requirements being imposed on POLA and POLB. Starting April 1, 2022, POLA and POLB will be charging a Clean Truck Fund (CTF) Rate on all loaded containers entering/exiting the two ports. The CTF Rate is \$10 per a twenty-foot equivalent unit (TEU) or \$20 for anything longer than twenty feet. It is expected to generate approximately \$90 million for the first year of collection for both ports. POLA is expected to receive approximately \$45 million out of the \$90 million collected. The collected money will be used to facilitate the purchase of zero-emission trucks and associated infrastructure that services the ports.

Stevedoring and Cargo Handling

Arranging for cargo handling services is the responsibility of each shipping line. Cargo handling at POLA is provided pursuant to a contract between the Pacific Maritime Association (the “PMA”) and the International Longshore and Warehouse Union (“ILWU”). The PMA represents most of the steamship lines, marine terminal operators, car loading bureaus and cargo companies on the Pacific Coast. Most ILWU employees work under contract with the PMA. The current contract between the PMA and the ILWU was entered into on May 21, 2015 and was ratified by the ILWU membership on May 22, 2015, as a five year contract retroactive to July 1, 2014. In 2017, the ILWU and PMA reached an agreement to extend the contract three additional years. [The current contract expires on July 1, 2022 and negotiations have begun for a renewed contract.]

The previous contract between the PMA and ILWU expired on June 30, 2014. The PMA and the ILWU began negotiating a new contract in May 2014, but did not agree on a new contract until February 2015.

Since 2002, there have been two other periods of prolonged labor unrest which led to an interruption of the normal course of business at POLA. In October 2002, after the PMA and the ILWU failed to negotiate a new contract, there was a lock out of the stevedoring companies, thereby shutting down all West Coast ports, including POLA, for ten days. Work resumed when then-President Bush ordered the ports to re-open pursuant to the Taft Hartley Act. Additionally, in November 2012, after the Harbor Employers Association (“HEA”) and ILWU Marine Clerks Association Local 63 Office Clerical Unit (“ILWU 63”) failed to negotiate a new contract, the approximately 600 clerical workers represented by ILWU 63 walked off the job. Although only about 450 clerical workers throughout both POLA and POLB participated in the strike, thousands of workers represented by a sister union refused to cross the picket lines. As a result, 10 out of the 14 terminals at POLA and POLB were shut down for eight days. Work resumed when the HEA and ILWU 63 reached a tentative agreement whereby ILWU 63 members received modest increases in wage and pension benefits, and the HEA promised to outsource no more than 14 jobs over a four-year period.

Other than the periods of unrest which occurred in 2002, 2012 and 2014/15, there has generally been a history of cooperative working relationships between the ILWU and the employer groups represented by the PMA and HEA. Prolonged work slowdowns or stoppages, if they occur, could adversely affect POLA revenues and its ability to pay any Shortfall Advances. POLA understands that the risk of a work slowdown is the greatest as negotiations get closer to the end of the current contract and until a new agreement is reached. To that end, in 2017, POLA created a new division, Labor Relations & Workforce Development, focused on promoting greater coordination with the ILWU, PMA, POLA, and other labor partners.

San Pedro Bay Port’s Cooperative Working Agreement

On February 27, 2015, the U.S. Federal Maritime Commission approved an amendment to a cooperative working agreement previously entered into by POLA and POLB. The amendment allows the two ports to discuss and agree on projects and programs that address congestion issues (including, establishing initiatives to increase terminal productivity, facilitate chassis availability and usage, and improve drayage truck turn times), transportation infrastructure needs and the reduction of pollution caused by port-related activities.

On April 23, 2015, POLA and POLB hosted a meeting of supply chain stakeholders to gather input, insights and solutions focused on improving the performance of the supply chain. On May 27, 2015, POLA and POLB announced the creation of issue-specific working groups focusing on peak operations and terminal optimization to develop ways to strengthen the competitiveness of the San Pedro Bay Ports.

Outstanding Indebtedness

As of March 22, 2022, POLA had approximately \$577.3 million in parity debt outstanding, comprised of long-term revenue bonds. The long-term revenue bonds mature on or before 2045 and bear interest at rates between 3.00% and 5.00%. POLA has established a Commercial Paper (CP) Program supported by bank credit lines to issue commercial paper notes to provide interim financing primarily for the construction, maintenance and replacement of POLA’s structures, facilities and equipment needs. As per POLA Board Resolution No. 15-7817 approved in June 2015, the last CP liquidity facility established was in August 2015 which expired on August 24, 2018. As of August 24, 2018, the \$200 million credit available under the last liquidity facility expired with no CP notes outstanding. In March 2019, the POLA Board approved a three-year Revolving Line of Credit

Agreement with PNC Bank for up to \$150 million that expired on June 10, 2022 with the full amount unused. POLA does not anticipate extending the Revolving Line of Credit Agreement.

POLA Parity Obligations are special, limited obligations of POLA payable solely from revenues of POLA, which are generally derived from ownership and operation of POLA and which include shipping revenue, rental revenue and fees and royalty revenue. Neither the full faith and credit nor the taxing power of the City of Los Angeles, the State of California or any political subdivision thereof is pledged to payment or principal of, premium, if any, or interest on POLA's Parity Obligations. POLA has no taxing power. POLA's Parity Obligations are senior in payment to POLA's obligation to make Shortfall Advances.

Audited Financial Statements

The audited financial statements of POLA for the fiscal years ended June 30, 2021 and 2020, and the report of the auditor dated December 6, 2021, are included below in this Appendix B. Moss Adams LLP, the independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements of POLA addressed in that report. Moss Adams LLP also has not performed any procedures relating to POLA's information included in this Official Statement.

APPENDIX B-1

**AUDITED FINANCIAL STATEMENTS OF
PORT OF LOS ANGELES
(HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES)
FOR FISCAL YEARS ENDED JUNE 30, 2021 AND 2020**

APPENDIX C

THE PORT OF LONG BEACH, INCLUDING AUDITED FINANCIAL STATEMENTS

THE PORT OF LONG BEACH

The City of Long Beach, acting by and through its Board of Harbor Commissioners (“POLB”) is obligated only to make certain payments required by the Operating Agreement and is not responsible for paying, and is not guaranteeing the payment of, the principal or accreted value of, premium, if any, or interest on the Bonds, including the Series 2022 Bonds. The Bonds are not secured by a lien on any properties or improvements of the City of Long Beach or of POLB, or by a pledge of any revenues of POLB. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations” in the forepart of this Official Statement. Under certain circumstances, the Operating Agreement requires POLB to pay Shortfall Advances, the payment of which is a limited obligation, payable solely from POLB’s net revenues, after all of POLB’s other obligations, including operation and maintenance costs, are paid. See “AUTHORITY REVENUES—Shortfall Advances and Other Port Advances” and “INVESTOR CONSIDERATIONS—Shortfall Advances are Limited, Subordinate Obligations of the Ports” in the forepart of this Official Statement. POLB has agreed that it will include in its budget Shortfall Advances of which it has notice, but POLB is not required to reserve or to set aside any funds, and has not reserved or set aside funds, for such purposes, and the payment of Shortfall Advances by POLB is payable after all of POLB’s other obligations, including operation and maintenance costs, have been paid.

The information about POLB in this Official Statement was provided by POLB. The Authority makes no representation concerning such information.

POLB Facilities

General. POLB is a harbor complex that covers approximately 7,600 acres (or approximately 11.9 square miles), of which approximately 4,400 acres (or approximately 6.9 square miles) are water, and includes all harbor facilities of the City of Long Beach. The harbor complex is owned by the City of Long Beach and is operated and managed by the Harbor Department of the City of Long Beach (the “LB Harbor Department”). Exclusive control and management of the LB Harbor Department is vested in the Board of Harbor Commissioners of the City of Long Beach (“POLB Board”). has approximately 31.5 miles of waterfront with deep draft cargo berths, several of which are capable of servicing the largest commercial ships currently afloat or being designed. Container terminals occupy 1,253 acres, auto terminals occupy 144 acres, breakbulk and general cargo occupy 77 acres, dry bulk terminals occupy 84 acres and petroleum and liquid bulk occupy 44 acres. POLB has six container terminals with 74 gantry cranes, all of which are post-panamax cranes (all of which are owned by the tenants). Five container terminals are served by on-dock railyards. Additional cargo handling facilities include three transit sheds and one warehouse. Transit sheds are of concrete and steel construction. Wharves are constructed of reinforced concrete supported by reinforced concrete pilings or sheet pile bulkhead. Wharf aprons at all transit shed berths average 50 feet in width. Rail tracks serve all major marine facilities. In all, POLB owns approximately 116 miles of rail trackage.

POLB is protected by a federally constructed and maintained breakwater over nine miles in length. Within the federal breakwater, access to the Port’s terminals is provided via a network of channels. The entrance to and through the federal breakwater and throughout the main channel has a water depth of 76 feet. Channels extending from the main channel to the outer harbor terminals south of the Gerald Desmond Bridge have water depths ranging from 48 to 55 feet. Channels extending from the main channel into the harbor terminals north of the Gerald Desmond Bridge have water depths ranging from 45 to 52 feet. Water depths at specific terminal berths vary and are addressed in the sections that follow.

Shipments to and from POLB can be received or dispatched by water, rail or truck. The two Railroads, BNSF and Union Pacific, serve POLB. These rail carriers have connections with POLB’s rail system and offer reciprocal switching arrangements. In addition, POLB is located at the end of Interstate 710 (the “710 Freeway”), which provides access to the interstate highway system. Major highway carriers serve POLB and provide transportation to all parts of the United States. Some of the containers leaving and entering POLB also are handled at the Intermodal Container Transfer Facility (the “ICTF”), a specialized rail yard located four miles from POLB for the transfer of containers between trucks and railcars, and to the switchyards of BNSF and Union Pacific. Truck travel to such switchyards takes approximately 30 to 60 minutes. The ICTF was financed and constructed by Southern Pacific Transportation Company and the Intermodal Container Transfer Facility Joint Powers Authority, a joint powers authority organized by POLB and POLA. The ICTF is now operated by Union Pacific.

POLB's cargo-handling facilities are diverse. Some of the largest facilities, or terminals, are under long-term property agreements. See “—Source of Funds for Payment of Shortfall Advances—Property Agreements” and “—Leading Revenue Producers.” Cargo terminal operations at POLB generally can be divided into four categories: container, dry bulk, general cargo and petroleum/liquid bulk. Descriptions of these operations are provided below.

Container Terminals. Containerized cargo represents the largest source of revenue for the LB Harbor Department. For the 12 months ended September 30, 2021, containerized cargo accounted for approximately 80% of the LB Harbor Department's total operating revenues, primarily from the collection of wharfage. [According to the American Association of Port Authorities, POLB was the number two-ranked container port in the nation in terms of container cargo for the year ended December 31, 2021.] The facilities at POLB handled approximately 9.4 million TEUs during calendar year 2021. The following is a summary of the major container facilities at POLB.

Pier A. SSA Terminals (Pier A), LLC, currently operates the container terminal on Pier A (the “Pier A Container Terminal”). The Pier A Container Terminal is an approximately 159-acre facility that includes three berths, a 3,600-foot-long wharf with a water depth of 50 feet, two gate facilities with a total of 28 truck lanes, a storage area for approximately 24,000 on-ground containers, power outlets for 650 refrigerated containers and an on-site railyard capable of handling two double-stack trains simultaneously. Ten gantry cranes with capacities ranging from 40 tons to 60 tons facilitate cargo movement. The facilities at the Pier A Container Terminal can handle ships carrying up to 9,500 TEUs.

Pier C. SSA Terminals LLC operates a 68-acre container terminal at Pier C (the “Pier C Container Terminal”), which includes two berths, an 1,800 foot-long wharf with a water depth of 42 feet, a storage area for approximately 4,000 on-ground containers and power outlets for 272 refrigerated containers. Three 40-ton to 60-ton capacity gantry cranes facilitate cargo movement. The facilities at the Pier C Container Terminal can handle ships carrying up to 4,500 TEUs.

Middle Harbor Terminal. The container terminals on Piers D, E and F (collectively, the “Middle Harbor Terminal”) were consolidated into one 304-acre container terminal as part of the “Middle Harbor Terminal Redevelopment Program.” The Middle Harbor Terminal Redevelopment Program was fully completed in 2021. The Middle Harbor Terminal includes three berths and a new 4,200-foot long concrete wharf with a water depth of 55 feet that supports 14 modern gantry cranes that are able to handle ships carrying up to 24,000 TEUs. The Middle Harbor Terminal is designed to move up to an estimated 3.3 million TEUs annually.

In 2012, the LB Harbor Department and Orient Overseas Container Line LLC (“OOCL”) entered into a 40-year Preferential Assignment Agreement (the “OOCL PAA”) for the Middle Harbor Terminal. Based on the guaranteed annual minimum payments required to be made by OOCL pursuant to the terms of the OOCL PAA, the LB Harbor Department expects the agreement will generate a minimum of approximately \$4.6 billion of operating revenue for the LB Harbor Department over the 40-year term. The facility is currently operated by LBCT LLC (“LBCT”). In 2017, China Overseas Shipping Company (“COSCO”) agreed to purchase the parent company of OOCL. However, in order to receive U.S. government approval for the purchase, COSCO agreed to divest its ownership in LBCT. Any purchaser of COSCO's interest in LBCT would have been required to assume all of the obligations (including guaranteed annual minimum payments) of OOCL under the OOCL PAA subject to approval of the POLB Board. On October 24, 2019, a consortium led by Macquarie Infrastructure Partners purchased LBCT from OOCL, and assumed all of the obligations (including guaranteed annual minimum payments) of OOCL under the OOCL PAA.

Pier G. International Transportation Service Inc. (“ITS”) operates a container terminal at Pier G (the “Pier G Container Terminal”). The Pier G Container Terminal is an approximately 258-acre facility that includes five berths, 6,379 feet of wharves with water depths ranging from 42 feet to 52 feet, a storage area for approximately 12,800 on-ground containers, power outlets for 1,100 refrigerated containers and an on-dock railyard. The Pier G Container Terminal has 14 gantry cranes, with capacities ranging from 30-tons to 60-tons. The facilities at the Pier G Container Terminal can handle ships carrying up to 14,000 TEUs.

Pier J. Pacific Maritime Services LLC (a joint venture between SSAT, CMA CGM and COSCO) operates from Pier J (the “Pier J Container Terminal”). The Pier J Container Terminal is an approximately 256-acre facility

that includes five berths, 5,900 feet of wharves with water depths ranging from 48 feet to 50 feet, a storage area for approximately 12,320 on-ground containers, power outlets for 685 refrigerated containers and an on-dock railyard. The Pier J Container Terminal has 15 gantry cranes, with capacities ranging from 40-tons to 60-tons. The facilities at the Pier J Container Terminal can handle ships carrying up to 18,000 TEUs.

Pier T. Total Terminals International, LLC (a joint venture between Terminal Investment Limited SARL (a subsidiary of Mediterranean Shipping Company) and Hyundai Merchant Marine) operates POLB's largest container terminal on Pier T (the "Pier T Container Terminal"). The Pier T Container Terminal is an approximately 380-acre facility that includes five berths, a 5,000 foot-long wharf with a water depth of 55 feet, a storage area for approximately 8,300 on-ground containers, power outlets for 1,850 refrigerated containers and an on-dock railyard. The Pier T Container Terminal has sixteen 65-ton gantry cranes. The facilities at the Pier T Container Terminal can handle ships carrying up to 18,000 TEUs.

Dry Bulk Facilities. For the 12 months ended September 30, 2021, dry bulk accounted for approximately 9% of the LB Harbor Department's total operating revenue, primarily through the collection of wharfage. The following describes the major dry bulk facilities at POLB.

Piers G and F. Approximately 6.3 million metric tons of dry bulk products were exported through the dry bulk terminals on Piers G and F in the fiscal year ended September 30, 2021. These products include petroleum coke, calcined petroleum coke, coal, salt, cement, soda ash, potash ash and sulfur.

The Pier G bulkloader consists of two conveyor system shiploaders operated by Metropolitan Stevedore Company. Dry bulk products are stored temporarily in seven specifically-designed sheds that have a total capacity of 586,000 tons and are moved automatically to dockside, where ships are loaded at 3,900 tons per hour. An eighth storage shed, used to store coal, has a capacity of 150,000 tons of product and includes two rotary plow feeders, with a capacity of 3,000 metric tons per hour, which are connected via conveyor to the Pier G shiploaders. The storage sheds are leased to industrial firms that transport their products to POLB for sale abroad. The entire facility is automated and is capable of high-speed handling of cargo by truck or rail. A rotary railroad car dumper is capable of emptying an entire 100-car train in less than four hours, and bottom dumpers on two different track systems also operate at high capacity.

The Pier F bulkloader consists of an automated conveyor shiploader and a ten acre silo complex operated by Koch Carbon Inc. for the storage and exporting of petroleum coke. The petroleum coke is delivered by rail or truck to the silos, screened, sorted and stored for shipment overseas.

Cement Facilities. There are two cement terminals at POLB. CEMEX Pacific Coast Cement Corporation operates a 50,000 ton capacity bulk cement terminal from Pier D. This terminal has six silos and a pollution free enclosed unloader that can unload directly into the silos. The screw type unloader has a capacity to handle up to 800 tons of cement per hour. A second cement terminal is located on Pier F and utilizes a vacuum type unloader. Operated by MCC Terminal, Inc., this facility can handle 800 tons per hour and, instead of a silo system, utilizes a warehouse (with a capacity of 52,000 tons) to house and transfer product.

Salt. At Pier F, Morton Salt Co. handles bulk solar salt shipped from Baja, California. This salt is used primarily in water softeners and by chemical companies. Conveyor belts, cranes and other equipment are used for unloading and stockpiling the crude salt, which is then graded and bagged or delivered in bulk.

General Cargo. For the 12 months ended September 30, 2021, general cargo accounted for approximately 6% of the LB Harbor Department's total operating revenue, primarily through the collection of wharfage and facilities rentals. Below is a description of the major general cargo facilities at POLB.

Vehicles. The Toyota Motor North America, Inc. automobile terminal currently occupies a total of 133 acres in the northern area of POLB on Pier B. Vehicles are unloaded at this terminal, cleaned, processed and transported to destinations from Southern California to the Midwest. Approximately 271,000 vehicles were shipped through this terminal during the fiscal year ended September 30, 2021 as compared to approximately 231,000 vehicles during the fiscal year ended September 30, 2020. A majority of all Lexus cars imported into the United States pass through this terminal. Toyota Motor Sales also exports vehicles manufactured at its factories in the United States through this terminal. Under the terms of the current lease, Toyota Motor North America, Inc. will relinquish approximately 15 of the total of 133 acres within the next two years.

Mercedes Benz vehicles arrive and are unloaded at Pier F, Berths 206 and 207. Crescent Terminals, Inc. (“Crescent Terminals”) operates Berths 206 and 207. Mercedes received approximately 64,000 vehicles in the fiscal year ended September 30, 2021 and approximately 59,000 vehicles in the fiscal year ended September 30, 2020 through these facilities.

Forest Products. Weyerhaeuser Company, a subtenant of Fremont Forest Group Corporation, located at Pier T, transports framing lumber by barge from Coos Bay, Oregon, and Longview and Aberdeen, Washington. At this facility, approximately 190 million board feet of lumber are handled annually.

Metals. SA Recycling, LLC operates a recycled steel and iron ore facility on Pier T that includes an 850 foot wharf with a steel reinforced concrete storage area and two loading cranes. The facility is served by rail and truck and has the capacity to handle 650,000 tons per year.

Break Bulk. CSA Equipment Inc. (a joint venture of SSA and Cooper/T. Smith) occupies Berths 204–205 on Pier F, and mainly handles machinery, equipment and steel products imported from the Far East. The CSA terminal has an 180,000 square foot storage shed on-site. At Berths F206 and F207 Crescent Terminals, in addition to the Mercedes Benz vehicles, handles other products, including finished steel and project cargo. The Crescent terminal has a 190,000 square foot storage shed on-site.

Petroleum/Liquid Bulk. For the 12 months ending September 30, 2021, petroleum/liquid bulk accounted for approximately 5% of the LB Harbor Department’s total operating revenue, primarily through the collection of wharfage per barrel. The following is a summary of the major petroleum/liquid bulk facilities at the Port.

Petroleum. POLB maintains five bulk oil terminals; two are leased to Tesoro Refining and Marketing Company (“Tesoro”) (on Pier B), a subsidiary of Marathon Petroleum Corp.; one is leased to Carson Cogeneration LLC, a subsidiary of Marathon Petroleum Corp. (on Pier T); one is leased to Petro Diamond Terminal Co. (“Petro Diamond”) (on Pier B); and one is leased to Chemoil Terminals LLC (“Chemoil”) (on Pier F). Each terminal is connected directly to the storage and tank farms of the respective lessee. The Tesoro and Carson Cogeneration terminals handle primarily crude oil, while the Petro Diamond and Chemoil terminals primarily handle finished petroleum products such as gasoline, vessel bunker fuel and jet fuel. The total movement of crude and refined petroleum products during the fiscal year ended September 30, 2021 was approximately 33 million metric tons as compared to approximately 30 million metric tons during the fiscal year ended September 30, 2020.

Source of Funds for Payment of Shortfall Advances

Port Tariffs. POLB derives income from tariffs assessed on shipping activity (primarily wharfage and dockage) and from leases, rentals and utility services. The POLB Board sets tariff charges for wharfage, dockage, pilotage, land usage, storage and demurrage applicable to all ships and cargo at municipal berths and wharves or otherwise using City-owned property in the Long Beach Harbor District. The current tariffs are published in POLB’s Tariff No. 4. Under the terms of the various property agreements (see “Property Agreements” below), the terminal operators, as permittees or lessees, are responsible for collecting tariff charges and for remitting to the LB Harbor Department, all or any portion of such tariff charges required to be paid to the LB Harbor Department. The LB Harbor Department charges wharfage on a per container load of freight basis for container cargoes and a commodity rate per ton of cargo basis for bulk and break-bulk cargoes. Dockage is also charged on a per vessel, per day basis.

The LB Harbor Department and all other California public ports control and determine their own individual tariff structures. However, the ports cooperate in setting tariff rates through membership in the California Association of Port Authorities (“CAPA”). One of CAPA’s goals is to establish and maintain reasonable and, as far as practicable, uniform terminal rates, charges, classifications, rules and regulations for the handling and movement of domestic and foreign waterborne cargo. These tariff provisions cover assignment of marine terminal facilities, as well as rates and provisions for vessel dockage, wharfage, wharf storage, wharf demurrage and other miscellaneous terminal charges necessary for the orderly movement of cargo. The goal is to permit California ports to obtain an adequate return on investment in order to facilitate the necessary maintenance, expansion and improvement of marine facilities. CAPA enjoys an exemption from federal antitrust laws which permits this cooperative rate setting.

The LB Harbor Department may increase tariff charges without amending the property agreements or receiving the consent of the tenants of POLB.

Property Agreements. The LB Harbor Department operates POLB as a landlord through various property agreements entered into with the tenants of POLB. The property agreements, which convey the right to use, rent or lease port assets, include leases, preferential assignment agreements, revocable permits, area assignments and pipeline licenses. Pursuant to the property agreements, the tenants of POLB pay the LB Harbor Department tariff charges (including, but not limited to, wharfage, dockage, storage and demurrage) and other fees, including land rentals.

Property agreements for industrial and commercial use constitute one of the LB Harbor Department's largest and most stable sources of income. Over the last five years, property agreements covering waterfront property and facilities have generated in excess of 95% of the LB Harbor Department's operating revenues. Under most of these agreements, the POLB Board assigns or leases property and facilities to terminal operators for original terms of up to 40 years. The property agreements with POLB's current top ten revenue producers have expiration dates ranging from 2022 to 2051, with eight of these agreements (including most of the agreements for the major container terminals) expiring between 2022 and 2051.

Most of property agreements entered into by the cargo terminal operators are in the form of preferential assignment agreements. Under the preferential assignment agreements, the terminal operators primarily pay the LB Harbor Department tariff charges, mainly wharfage (the charge assessed when cargo crosses the wharf) and dockage (the charge assessed for docking a vessel at a berth), for the use of facilities at POLB. Most of the preferential assignment agreements with the cargo terminal operators contain a guaranteed annual minimum payment. For the fiscal year ended September 30, 2021, the preferential assignment agreements with POLB's terminal operators contained guaranteed annual minimum payments of approximately 85% of total operating revenues. The preferential assignment agreements require that the compensation payable to the LB Harbor Department be renegotiated at various intervals ranging from two to five years, and if the parties cannot agree, compensation is to be set through arbitration.

Under most of the current property agreements, the terminal operators are responsible for the operation and maintenance of the property and facilities, but the LB Harbor Department retains responsibility for maintaining the structural integrity of the piers, wharves, bulkheads, retaining walls and fender systems. Under the property agreements, the tenants are required to comply with all applicable environmental standards set by federal, state or local laws. POLB tenants are liable for all costs, expenses, losses, damages, claims, cleanup costs and penalties arising from such tenant's failure to comply with applicable environmental standards. Additionally, POLB tenants are required to carry commercial general liability insurance, including bodily injury and property damage liability on the leased premises and to name the City of Long Beach, the POLB Board and the officers and employees of the LB Harbor Department as additional insureds. The property agreements also provide that if the property or facilities covered thereby are damaged by acts of God such as fire, flood or earthquake, or if work stoppages or strikes prevent operation of the property or facilities, compensation payable to the LB Harbor Department will be reduced in proportion to the interference with operations.

During the last five fiscal years ended September 30, 2021, revenues from non-waterfront properties and miscellaneous sources have accounted for approximately 5% of the LB Harbor Department's operating revenues. These agreements generally provide for flat rentals or require payment of a percentage of gross revenues, subject to a fixed minimum rental.

Long Beach Harbor Revenue Fund. The Charter of the City of Long Beach (the "Long Beach Charter") and certain POLB resolutions require that all POLB revenues be deposited with the Treasurer of the City of Long Beach and set aside in the Harbor Revenue Fund (the "Long Beach Harbor Revenue Fund"), which is established by the Long Beach Charter. From moneys on deposit in the Long Beach Harbor Revenue Fund, the Treasurer of the City of Long Beach transfers funds, as necessary, to pay debt service on POLB's outstanding indebtedness, as well as the reasonable expenses of management and other expenses necessary to operate, maintain and preserve the facilities in good repair and working order. Any revenues remaining in the Long Beach Harbor Revenue Fund after the above described transfers may be used for any lawful purpose, including, among other things, Shortfall Advances. See also "—Transfers to City of Long Beach" below.

Operating Performance

As discuss under “—Sources of Funds for Payment of Shortfall Advances” above, the LB Harbor Department derives income from tariffs assessed on shipping activity (primarily wharfage and dockage) and from leases, rentals and utility services. The following table summarizes the sources of the LB Harbor Department’s operating revenues for the past five fiscal year

TABLE C-1

**PORT OF LONG BEACH
OPERATING REVENUES
FISCAL YEARS ENDED SEPTEMBER 30, 2017 THROUGH 2021
(Thousands)**

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Berths & Special Facilities					
Wharfage	\$342,022	\$358,675	\$366,855	\$355,540	\$367,421
Dockage	7,134	7,219	6,460	5,709	17,563
Bunkers	1,269	1,054	747	1,183	1,400
Special Facilities Rentals	13,289	16,418	19,013	17,634	21,482
Crane Rentals	—	—	—	—	445
Other	771	1,010	721	698	\$408,312
Total Berths & Special Facilities	<u>\$364,486</u>	<u>\$384,376</u>	<u>\$393,796</u>	<u>\$380,764</u>	
Rental Properties	13,732	14,279	15,668	14,855	\$23,061
Utilities/Miscellaneous	2,792	3,023	2,809	3,010	3,271
Total Operating Revenues	<u>\$381,010</u>	<u>\$401,678</u>	<u>\$412,273</u>	<u>\$398,629</u>	<u>\$434,644</u>

Source: LB Harbor Department.

Leading Revenue Producers

The following companies represented the LB Harbor Department's twenty largest customers in terms of revenues for the fiscal year ended September 30, 2021, listed alphabetically. These customers accounted for approximately 94% of the LB Harbor Department's operating revenues in the fiscal year ended September 30, 2021. The largest single customer accounted for approximately 23% of the LB Harbor Department's operating revenues in the fiscal year ended September 30, 2021.

TABLE C-2

**PORT OF LONG BEACH
LEADING REVENUE PRODUCERS
FISCAL YEAR ENDED SEPTEMBER 30, 2021
(Listed Alphabetically)**

Carson Cogeneration Company	Pacific Maritime Services (Pacific
Chemoil Corporation	Container Terminal)
Crescent Terminals, Inc.	SA Recycling, LLC
CSA Equipment Company LLC	SSA Terminals, LLC
International Transportation Service, Inc.	SSA Terminals, LLC – SSA Terminal
Jacobsen Pilot Service, Inc.	C60/Matson Navigation
Koch Carbon, Inc.	Tesoro Refining & Marketing
Metropolitan Stevedore Company	Tesoro Refining & Marketing – Calciner
OOCL, LLC – LBCT LLC	Tesoro Refining & Marketing – Tesoro
Oxbrow Carbon & Minerals LLC	Logistics LP
Pacific Crane Maintenance Company, LLC	Total Terminals International, LLC
	Toyota Logistics Services

Source: LB Harbor Department

Tonnage and TEUs. The LB Harbor Department tracks the volume of marine commerce by Metric Revenue Tons (“MRTs”). Marine commerce passing through POLB by MRTs and TEUs during the last five fiscal years ended September 30, 2017 through 2021 is summarized in the following table.

TABLE C-3

**PORT OF LONG BEACH
REVENUE TONNAGE AND TEU SUMMARY
FISCAL YEARS ENDED SEPTEMBER 30
(in metric revenue tons⁽¹⁾)**

	2017	2018	2019	2020	2021
Inbound Cargo					
Foreign	99,467,872	108,811,492	104,012,357	101,565,923	125,923,681
Coastwise/Intercoastal	30,977,282	30,786,620	30,058,159	27,566,754	30,949,927
Total Inbound Cargo	130,445,155	139,598,112	134,070,516	129,132,677	156,873,608
Outbound Cargo					
Foreign	32,922,688	36,217,699	34,418,220	34,061,109	34,870,612
Coastwise/Intercoastal	3,257,747	3,515,854	3,618,210	3,751,039	4,465,796
Bunkers	1,474,261	1,261,238	853,516	1,629,558	1,908,205
Total Outbound Cargo	37,654,696	40,994,791	38,889,946	39,441,706	41,244,613
Total Cargo	168,099,851	180,592,903	172,960,462	168,574,383	41,244,613
Container Count in TEUs⁽²⁾	7,230,758	8,000,929	7,747,251	7,660,976	9,500,860

⁽¹⁾ A metric revenue ton is equal to either 1,000 kilograms or one cubic meter.

⁽²⁾ A TEU represents a twenty-foot equivalent unit.

Source: LB Harbor Department

The following is a breakdown of cargo handled by POLB at municipal berths during fiscal years 2020 and 2021 in tonnage and revenue:

TABLE C-4

**PORT OF LONG BEACH
REVENUE TONNAGE BY CARGO TYPE
FISCAL YEARS ENDED SEPTEMBER 30⁽¹⁾
(in thousands of metric revenue tons)**

	2020				2021			
	Metric Revenue Tons (000s)	Percent of Total Tons	Revenue (000s)⁽³⁾	Percent of Shipping Revenue	Metric Revenue Tons (000s)	Percent of Total Tons	Revenue (000s)⁽²⁾	Percent of Shipping Revenue
Containerized	130,916	78%	\$301,841	79%	155,657	78%	\$325,000	80%
Dry Bulk	6,610	4	36,721	10	8,265	4	37,000	9
General Cargo	1,024	1	23,357	6	1,168	1	24,000	6
Petroleum/ Liquid Bulk	30,024	18	18,845	5	33,028	17	22,000	5
Totals	168,574	100%	\$380,764	100%	198,118	100%	\$408,000	100%

⁽¹⁾ Total revenues include operating revenues from wharfage, dockage, storage/demurrage, bunkers, special facilities rentals, crane rentals and other sources.

Source: LB Harbor Department

The following Tables C-5 and C-6 provide information about the container traffic at POLB for calendar years 2017 through 2021 and for fiscal years 2017 through 2021.

TABLE C-5

**PORT OF LONG BEACH
CONTAINER TRAFFIC
CALENDAR YEARS 2017-2021
(TEUs⁽¹⁾)**

	2017	2018	2019	2020	2021
Inbound⁽²⁾	3,863,187	4,097,377	3,758,438	3,998,340	4,581,846
Outbound⁽²⁾	1,470,514	1,523,008	1,472,802	1,475,888	1,437,916
Empties	2,210,806	2,470,638	2,400,792	2,639,088	3,364,606
Total TEUs	7,544,507	8,091,023	7,632,032	8,113,315	9,384,368

⁽¹⁾ A TEU represents a twenty-foot equivalent unit.

⁽²⁾ Fully loaded.

Sources: POLB.

TABLE C-6

**PORT OF LONG BEACH
CONTAINER TRAFFIC
FISCAL YEARS ENDED SEPTEMBER 30, 2017-2021
(TEUs⁽¹⁾)**

	2017	2018	2019	2020	2021
Inbound⁽²⁾	3,698,164	4,044,261	3,861,918	3,760,763	4,666,922
Outbound⁽²⁾	1,451,151	1,564,030	1,441,007	1,492,288	1,456,297
Empties	2,081,443	2,392,637	2,444,326	2,407,925	3,377,641
Total TEUs	7,230,758	8,000,928	7,747,251	7,660,976	9,500,860

⁽¹⁾ A TEU represents a twenty-foot equivalent unit.

⁽²⁾ Fully loaded.

Sources: POLB.

Stevedoring and Cargo Handling

Arranging for stevedoring and cargo handling services is the responsibility of each marine terminal operator. Stevedoring and cargo handling at POLB are provided pursuant to a contract between the Pacific Maritime Association (the “Association”) and the International Longshore and Warehouse Union (“ILWU”). The contract covers approximately 20,000 dockworkers on the West Coast, including approximately 13,000 dockworkers at POLB and POLA. The Association represents most of the ocean carriers, marine terminal operators and stevedore companies on the Pacific Coast. The major providers of stevedoring and terminal services include Cooper/T. Smith Stevedoring, Metropolitan Stevedore Company (doing business as Metro Ports), Stevedoring Services of America, and Ports America Inc., along with ocean carrier-owned terminal operating companies such as OOCL, LLC - LBCT and Total Terminals International, LLC.

The current contract between the Association and the ILWU was entered into on May 21, 2015 and was ratified by the ILWU membership on May 22, 2015, retroactive to July 1, 2014. The current contract originally had an expiration date of June 30, 2019, but a three-year extension was negotiated by the Association and the ILWU and ratified by the ILWU membership on August 7, 2017. [The current contract now has an expiration date of July 1, 2022.] [Subject to update re status of negotiations for a renewed contract.]

The previous contract between the Association and ILWU expired on June 30, 2014. The Association and the ILWU began negotiating a new contract in May 2014, but did not agree on a new contract until February 2015. The protracted negotiations had a compounding effect on congestion issues that slowed container cargo movements through POLB between September 2014 and February 2015. The LB Harbor Department's revenues and container volumes at POLB were temporarily impacted during the fiscal year ended September 30, 2015 as a result of the slowdown and other congestion factors, but full-fiscal year revenues were not materially affected and container volumes recovered and were slightly higher than the prior fiscal year (4%).

In December 2012, a strike by the members of the Office Clerical Unit ("OCU") of the ILWU resulted in an eight-day closure affecting only three container terminals in the San Pedro Bay that used OCU workers. The members of the OCU are employed by some of the shipping lines and terminal operators that operate at POLB and the Port of Los Angeles. The OCU and the shipping lines and terminal operators, subsequently agreed to new contracts and the closed terminals were reopened. There was no financial impact to the LB Harbor Department as a result of the OCU strike.

Prior to the OCU related work stoppage in December 2012, there had been no prolonged work stoppage since October 2002. In October 2002, after the Association and the ILWU failed to agree upon a new contract, the shipping lines and terminal operators instituted a lock-out of ILWU workers, thereby shutting down all West Coast ports, including POLB, for 10 days. Work resumed when the President of the United States ordered the ports to re-open pursuant to the Taft-Hartley Act. Prior to the 2002 lock-out, there had not been a prolonged work stoppage since 1971. Other than the work stoppages in 1971 and 2002, there has generally been a history of excellent working relationships between the ILWU and the employers represented by the Association. Prolonged work slowdowns or stoppages, particularly if combined with excessive congestion, could adversely affect revenues of the LB Harbor Department. The employees of the LB Harbor Department do not work for the tenants of POLB or the stevedoring companies.

Summary of Historical Operating Results

The following table shows POLB's Statement of Revenues and Expenses for the five fiscal years ending September 30, 2021.

TABLE C-7

PORT OF LONG BEACH
COMPARATIVE SUMMARY OF STATEMENTS OF REVENUES AND EXPENSES
FISCAL YEARS ENDED SEPTEMBER 30⁽¹⁾
(thousands)

	2017	2018	2019	2020	2021
Port Operating Revenues:					
Berths/Special Facilities	\$ 364,486	\$ 384,376	\$ 393,796	\$ 380,764	\$ 408,312
Rental Properties	13,732	14,279	15,668	14,855	23,061
Miscellaneous	2,793	3,023	2,809	3,010	3,271
Total Port Operating Revenues	\$ 381,010	\$ 401,678	\$ 412,273	\$ 398,629	\$ 434,644
Port Operating Expenses:					
Operation/Administrative	\$ 142,641	\$ 139,259	\$ 135,038	\$ 142,708	\$ 134,723
Depreciation/Amortization	148,445	147,224	144,716	149,652	172,827
Total Port Operating Expenses	\$ 291,086	\$ 286,482	\$ 279,754	\$ 292,360	\$ 307,550
Income from Port Operations	\$ 89,924	\$ 115,196	\$ 132,519	\$ 106,269	\$ 127,094
Non-operating Income (Expense)					
Investment Income, Net	\$ 1,706	\$ 4,808	\$20,197	\$16,404	\$(637)
Interest Expense	(5,883)	(14,536)	(13,513)	(35,539)	(26,431)
Equity in Income From Joint Venture	2,162	2,001	2,596	2,461	2,243
Discontinued Capitalized Projects	-	(2,889)	(16,493)	(2,280)	(839)
Other Income (Expense), Net	4,577	3,022	522	(3,248)	4,292
	\$	\$	\$	\$	\$
Total Non-Operating Income (Expense)	2,562	(7,594)	(6,691)	(22,202)	(21,372)
Income Before Operating Transfers/Grants	\$92,486	\$107,602	\$125,828	\$84,067	\$105,722
Net Operating Transfers	\$ (19,448)	\$ (20,084)	\$ (20,614)	\$ (21,253)	\$ (21,598)
Capital Grants	73,072	67,511	68,592	45,044	11,769
Change in Net Position	\$ 146,110	\$ 155,029	\$ 173,807	\$ 107,858	\$ 95,893
Total Net Position (beginning of fiscal year)	\$3,780,027	\$3,926,137	\$4,081,165	\$4,254,972	\$4,362,830
Total Net Position (end of fiscal year)	\$3,926,137	\$4,081,166	\$4,254,972	\$4,362,830	\$4,458,723

⁽¹⁾ Totals may not add due to rounding.

Source: Harbor Department of the City of Long Beach

POLB Capital Development Program

Master Plan; Long-Term Land Use Study. On October 17, 1978, the California Coastal Commission (the “CCC”) certified POLB’s “Port Master Plan” (the “LB Port Master Plan”) as being in conformance with the policies of Chapters 8 and 3 of the California Coastal Act. The LB Port Master Plan has been amended on numerous occasions since 1978. All amendments to the LB Port Master Plan that required the approval of CCC were approved by CCC. The LB Port Master Plan was last comprehensively updated and certified in 1990. The purpose of the LB Port Master Plan is to provide the LB Harbor Department with a planning tool to guide future development of POLB and to ensure that projects and developments in the Long Beach Harbor District are consistent with the requirements of the California Coastal Act. The LB Port Master Plan identifies proposed uses of land and water areas within the Long Beach Harbor District and establishes a flexible framework allowing for development of POLB and is updated periodically.

In January 2022, the LB Harbor Department released a “Revised Draft Port Master Plan.” The update process is guided by the California Coastal Act and involves evaluation of land use and water use designations, reconfiguration of planning districts, and identification of anticipated projects. In addition, the update incorporates previously certified LB Port Master Plan amendments and updates the overall goals and policies for long-range development. The update to the LB Port Master Plan is needed to consider changes in the global shipping industry, technological advances, and important factors such as climate change and energy resources consistent with the LB Harbor Department’s “Green Port Policy” objectives. The LB Harbor Department anticipates certification of the update to the LB Port Master Plan by CCC in 2022.

Capital Plan. In addition to the LB Port Master Plan, the LB Harbor Department maintains a 10-year capital plan (the “LB Capital Plan”) which sets forth the specific projects the LB Harbor Department expects to develop and construct over the next ten years. The current LB Capital Plan consists of capital improvements to be undertaken at POLB between 2022 and 2031. As of the date of this Official Statement, the LB Capital Plan has an aggregate estimated cost of approximately \$1.6 billion. The LB Capital Plan will focus on addressing increased cargo-handling efficiency with new technology and sustainable infrastructure, while building on POLB’s commitment to the environment and the community. The current LB Capital Plan includes, but is not limited to, the following capital projects and improvements: the Pier B On-Dock Rail Support Facility Program, other rail network improvement projects, terminal development and certain public works general infrastructure improvements. The LB Harbor Department expects to finance the costs of the LB Capital Plan with the following sources: available revenues of the LB Harbor Department, proceeds of POLB harbor revenue bonds, State and federal grants, one or more loans provided under the Transportation Infrastructure Finance and Innovation Act and/or a Railroad Rehabilitation & Improvement Financing loan.

Following is a brief description of some of the major projects included in the LB Capital Plan:

Pier B On-Dock Rail Support Facility Program. The LB Capital Plan includes critical rail projects designed to increase the efficient movement of cargo while promoting a mode-shift from truck to rail. The largest component is the Pier B On-Dock Rail Support Facility Program, which will consist of a significant new staging yard to sort and stage trains while adding 10,000-ft long tracks to improve POLB’s ability to accommodate long trains. This program will be under various stages of design, right of way acquisition and construction bidding in the later part of the fiscal year ending September 30, 2023.

Other Rail Network Improvement Projects. A fourth track at Ocean Boulevard will increase operational efficiency through the addition of a new track resulting in four contiguous rail tracks through this area of POLB improving switching and arrival and departure coordination among Piers E, F, G & J. This project began construction in 2022. Additionally, the Terminal Island Wye Track Realignment will double track the Pier S lead, increasing operational efficiency between the Pier T on-dock rail yard and the break bulk terminals at Pier T East.

Terminal Development. A final project, consisting of a second battery exchange building, will be constructed as part of the Middle Harbor Redevelopment Program. This project will support the terminal’s zero-emission cargo handling equipment.

Also included in the LB Capital Plan is the Pier G Berth G236 Wharf Improvement project. This project will enable the berth to accommodate larger vessels that are projected to call, up to 14,000 TEUs. The project

includes lengthening the wharf at Berth G236 by approximately 240 feet, including dredging, pile driving fill, surcharge, paving, crane power and a new shore power outlet for plugging in vessels while at-berth. Upon completion of this project, the Pier G container terminal will have two berths capable of handling vessels up to 14,000 TEUs, and a third berth capable of receiving smaller vessels.

Public Works General Infrastructure. The LB Capital Plan addresses various public works infrastructure project based upon condition-assessments and corresponding improvement plans. These plans address sewer, water, storm water, streets and public access. Projects under construction include: the Coastal Bike Trail Connector at Ocean Blvd. project, which will link the Los Angeles River trail to the Gerald Desmond Bridge path to Golden Shore; and the Pier G Avenue Infrastructure Improvement project, which consists of sewer, storm drain, water, and paving improvements.

Environmental Compliance

General. The LB Harbor Department is required to comply with the provisions of a number of federal and state laws designed to protect or enhance the environment. The two basic laws are the Federal National Environmental Policy Act (“NEPA”) and the State of California Environmental Quality Act (“CEQA”). Other federal environmental laws applicable to POLB include the Resources Conservation and Recovery Act, which governs the cleanup, treatment and disposal of hazardous waste; the Clean Air Act, which governs the release of air pollutants; the Toxic Substances Control Act, which governs the handling and disposition of polychlorinated biphenyls (PCBs) and other toxic substances; the Marine Protection, Research and Sanctuary Act of 1972, which governs the ocean dumping of dredged materials; the Rivers and Harbors Act, which governs navigable waterways; and the Clean Water Act, which governs discharges to surface waters. Enforcement agencies include the U.S. and California Environmental Protection Agencies and the U.S. Army Corps of Engineers, which rely on consultation and advice from various federal resource agencies.

The LB Harbor Department also is required to conform to provisions of a number of other State environmental laws, including the Hazardous Waste Control Act, which governs hazardous waste treatment and disposal, and the Porter-Cologne Act, which governs surface and ground water quality. State enforcement agencies include the Department of Toxic Substances Control, the State Water Resources Control Board and the local Regional Water Quality Control Board. The California Air Resources Board (“CARB”) and the regional Air Quality Management District administer the federal Clean Air Act.

Additional environmental laws and regulations may be enacted and adopted, and/or court cases decided, in the future that could be applicable to the LB Harbor Department and POLB. See “Air Pollution Reduction Programs—Air Pollution Reduction Programs (Clean Air Action Plan)” below. The LB Harbor Department is not able to predict what those laws, regulations and/or cases may provide or the costs to the LB Harbor Department to comply with such laws and regulations. Any additional environmental laws and regulations could significantly delay or limit the LB Harbor Department’s plans to construct and develop new revenue generating facilities at the Port. See “—POLB Capital Development Program.”

In conforming to these laws and their implementing regulations, the LB Harbor Department has instituted a number of compliance programs and procedures. Some of these are ongoing, including the sampling and analysis of harbor sediments to comply with dredging permit requirements; monitoring of water quality at stormwater outfalls; and oversight of the LB Harbor Department and tenant housekeeping practices. Other compliance activities are carried out on an intermittent basis as necessary. These include disposal of contaminated soil excavated from construction sites, surveys of LB Harbor Department-owned buildings for asbestos, and associated remedial actions, other hazardous substances site cleanup related to spills, release and illegal disposal of materials and substances on POLB property by third parties, and monitoring and reporting pursuant to construction permits related to air and water quality.

The LB Harbor Department’s agreements with its tenants require the tenants to take the responsibility for complying with all applicable environmental laws and regulations and for financing the cost associated with cleaning up spills of fuels, oils and other hazardous substances.

Pollution Reduction Programs.

Air Pollution Reduction Programs (Clean Air Action Plan). In 2005, the LB Harbor Department, together with the Port of Los Angeles, developed the San Pedro Bay Ports Clean Air Action Plan (the “Ports Clean Air Action Plan”) with input from the EPA, CARB, and the South Coast Air Quality Management District (“SCAQMD”). The Ports Clean Air Action Plan was updated and reauthorized in 2010 and again in 2017. The Ports Clean Air Action Plan is the LB Harbor Department’s long- term comprehensive plan to address air pollution emissions from Port-related sources. The Ports Clean Air Action Plan addresses the five primary categories of Port-related emission sources (ships, trucks, trains, cargo handling equipment and harbor craft), and outlines specific, detailed strategies to reduce emissions from each category. Through implementation of the Ports Clean Air Action Plan, since 2005, there has been a 90% reduction in diesel particulate matter, a 97% reduction in sulfur oxides and a 63% reduction in nitrogen oxides emissions from Port-related sources. The 2017 update to the Ports Clean Air Action Plan includes several updates, including goals of achieving zero emission cargo handling equipment by 2030 and zero emission drayage truck fleets by 2035. The Ports Clean Air Action Plan has and will require a significant investment by the LB Harbor Department, the Port of Los Angeles and private sector businesses and will expedite the introduction of new and innovative methods of reducing emissions prior to any federal or State requirements being imposed on POLB and POLA. See “2016 AQMP Indirect Source Rule” below.

Pursuant to the Ports Clean Air Action Plan, the LB Harbor Department has undertaken several programs to lower air pollution levels at POLB, including, but not limited to: (a) an incentive-based program that encourages vessels entering the Ports of Long Beach and Los Angeles to lower their speeds (faster speeds produce higher emissions) (the “Green Flag Incentive Program”); (b) an incentive-based program to encourage vessel operators to deploy their lowest pollution-emitting ships to the Ports of Long Beach and Los Angeles (the “Green Ship Incentive Program”); (c) accelerated replacement of cargo handling equipment with equipment that produces near-zero or zero emissions by 2030; (d) use of shore-side electrical power for ships calling at POLB (also known as “cold ironing”); (e) a Technology Advancement Program which seeks to accelerate the verification or commercial availability of new, clean technologies, through evaluation and demonstration in port operations; (f) replacement of the entire fleet of 16 switcher locomotives operated by Pacific Harbor Line with less polluting locomotives and the purchase of six generator set locomotives which meet the cleanest engine standards; and (g) the Clean Trucks Program, which requires progressively cleaner engine standards for trucks operating at the Port, including establishing the goal to transition drayage trucks to zero emissions by 2035 (see “Clean Trucks Program” below for additional information).

Clean Trucks Program. One of the programs the LB Harbor Department has undertaken in an effort to lower air pollution levels at POLB is the Clean Trucks Program (the “CTP”). The CTP instituted a series of progressive bans adopted by POLB and POLA designed to gradually restrict older, more polluting trucks from operating at the marine terminals at the Ports of Long Beach and Los Angeles until eventually all trucks operating at the terminals of the Ports of Long Beach and Los Angeles would be required to meet the EPA’s 2007 On-Road Heavy Duty emissions standards. The CTP targets emissions from heavy duty trucks that move cargo in and out of the marine terminals at POLB. The CTP successfully reduced air emissions and health risks by modernizing POLB’s trucking fleet. As a result of continued modernization of the truck fleet, currently about half have been upgraded to meet the even cleaner EPA 2010 on-road heavy duty emissions standards. The LB Harbor Department has no remaining financial obligations under the original CTP.

In 2017, POLB and POLA updated the Ports Clean Air Action Plan, by setting a goal to transition to zero-emission trucks by 2035. In support of this goal, POLB and POLA adopted a new Clean Truck Fund Rate (the “CTF Rate”) of \$10 per loaded container to be paid by cargo owners. Zero-emission trucks are exempt from the CTF Rate, and low-nitrogen-oxide (“low NOx”) trucks are exempt under limited conditions. In Long Beach, low NOx trucks will be exempt through December 31, 2034, if purchased by November 8, 2021, active in port service and retained by the original owner, or through December 31, 2031, if registered by December 31, 2022, or ordered by July 31, 2022, and registered within 30 days of receipt of the truck. The revenues collected from the CTF Rate will fund incentives and/or will provide financial support to deploy clean heavy-duty Class 8 drayage trucks that serve POLB and POLA, as well as associated charging or fueling infrastructure for zero-emission trucks. POLB and POLA began collecting the CTF Rate on April 1, 2022. POLB and POLA expect the rate to generate

approximately \$40-45 million each year, although amounts will fluctuate with cargo volumes and truck activity, and will likely decrease over time as the population of rate-exempt zero-emission trucks grows.

Security

As a result of the terrorists attacks of September 11, 2001, the Maritime Transportation Security Act of 2002 (“MTSA”) was signed into law on November 25, 2002 to require sectors of the maritime industry to implement measures designed to protect the ports and waterways of the U.S. from a terrorist attack. MTSA requires interagency teamwork within the Department of Homeland Security, including, the U.S. Coast Guard, the Transportation Security Administration (the “TSA”) and the Bureau of Customs and Border Protection, and the Department of Transportation’s Maritime Administration to develop security regulations. The security regulations focus on those sectors of maritime industry that have a higher risk of involvement in a transportation security incident, including various tank vessels, barges, large passenger vessels, cargo vessels, towing vessels, offshore oil and gas platforms, and port facilities that handle certain kinds of dangerous cargo or service the vessels listed above. Such regulations were implemented on July 1, 2003, and final rules became effective in November 2003. The regulations provide for port and vessel owners and operators to assess their vulnerabilities, and to then develop plans that may include implementing vehicle, container and baggage screening procedures, designating security patrols, establishing restricted areas, implementing personnel identification procedures, accessing control measures, and/or installing surveillance equipment. The LB Harbor Department and each of its applicable tenants have in place procedures for complying with MTSA.

To comply with MTSA regulations and based on the LB Harbor Department’s own initiatives, the LB Harbor Department is implementing certain security measures. The LB Harbor Department has installed and implemented a video camera surveillance system to monitor activities throughout the POLB complex. To address waterside threats, the LB Harbor Department has a radar detection system and has agreements with the Long Beach Police Department to provide 24/7 “on water” patrol capability. The LB Harbor Department is working with marine terminal operators and other stakeholders within and outside POLB to share video camera feeds, thereby enhancing overall regional security monitoring capabilities. The LB Harbor Department has installed tools to assist in emergencies, including programmable highway signs, and an automated emergency notification system to provide secure communications with tenants and emergency services. The LB Harbor Department continues to support efforts by the TSA to implement a transportation workers identification card. The LB Harbor Department has improved and continues to enhance physical security throughout the Port complex by installing security fencing, lighting, barriers and access control systems. These improvements are being applied to all infrastructure above and below ground. Radiation portal monitors have been installed at all of the container terminals, which are managed by the U.S. Customs & Border Protection. All containers originating at foreign ports will be tested for the presence of radioactive materials when leaving POLB.

In February 2009, the LB Harbor Department opened the Joint Command & Control Center which serves as the LB Harbor Department Security Division and Port Police Division headquarters and functions as a multi-agency incident command post, housing approximately 120 personnel (which is triple the level of staffing on September 11, 2001). The Command and Control Center functions as a “maritime domain awareness center” and combines and displays all the surveillance, detection and monitoring data from throughout POLB; this data is shared and communicated with facility security personnel and law enforcement agencies that protect the harbor complex. In addition, the LB Harbor Department has implemented a geo-spatial software platform that provides a common operational picture of the region’s maritime domain to support daily security functions, incident response, and recovery operations. The Command and Control Center also is the home to the Maritime Coordination Center, which coordinates the response to offshore illicit activities for over 70 different maritime law enforcement entities along 320 miles of California coastline.

In 2016 and 2017, the LB Harbor Department took delivery of two new state-of-the-art fireboats that will, among other things, enable it to respond more effectively to fires on mega-cargo ships. In addition, these fireboats are equipped with chemical, biological, radiological, and nuclear response capabilities and have an air tight citadel and equipment that enables them to respond to hazardous incidents.

There can be no assurance that MTSA requirements will not become more strict or that additional requirements may require the LB Harbor Department to incur additional security-related expenses.

National and local law enforcement officials have warned that additional terrorist attacks upon key infrastructure and other targets in the United States are possible. POLB and the surrounding waterways are particularly visible infrastructure assets that could be the subject of future attempted terrorist attacks. A shutdown of the POLB complex could have a significant impact on the U.S. economy. A terrorist attack on POLB or the surrounding waterways or an attack somewhere else in the country or the world could have a material adverse effect on the collection of revenues of the LB Harbor Department.

Outstanding Indebtedness

As of May 31, 2022, POLB had \$593,275,000 aggregate principal amount of its harbor revenue bonds (the “Harbor Revenue Bonds”) outstanding, \$50 million of its subordinate revolving obligations (the “Subordinate Revolving Obligations”) outstanding, and a \$500 million loan (the “TIFIA Loan”) outstanding provided to POLB by the U.S. Department of Transportation, acting by and through the Executive Director of the Build America Bureau (the “TIFIA Lender”). The principal of and interest on the Harbor Revenue Bonds, the Subordinate Revolving Obligations and the TIFIA Loan are payable from and are secured by a pledge of and a lien and charge upon the LB Harbor Department’s revenues prior to the payment of Shortfall Advances. The outstanding Harbor Revenue Bonds bear interest at fixed rates that range from 4% to 5% and mature on or before May 15, 2047.

The Subordinate Revolving Obligations are purchased by MUFG Union Bank, N.A. (the “Subordinate Revolving Obligations Bank”) pursuant to the terms of a revolving credit agreement, as amended (the “Subordinate Revolving Credit Agreement”), by and between POLB and the Subordinate Revolving Obligations Bank. POLB can borrow up to \$250 million under the Subordinate Revolving Credit Agreement at any one time. The Subordinate Revolving Obligations bear interest at variable interest rates based on the Secured Overnight Financing Rate (SOFR). The Subordinate Revolving Credit Agreement has a stated expiration date of April 14, 2025, unless otherwise terminate earlier or extended, as the case may be, pursuant to the terms of the Subordinate Revolving Credit Agreement.

On May 1, 2022, POLB entered into a loan agreement (the “TIFIA Loan Agreement”) with the TIFIA Lender, pursuant to which the TIFIA Lender made the TIFIA Loan to the LB Harbor Department. The TIFIA Loan Agreement replaced a loan agreement POLB and the TIFIA Lender had entered into in 2014 and increased the loan from \$325 million to \$500 million. The proceeds of the TIFIA Loan were used to finance a portion of the costs of designing and constructing the new Gerald Desmond Bridge. The TIFIA Loan bears interest at a rate of 1.260% and has a final maturity date of May 15, 2055.

Transfers to City of Long Beach

Pursuant to Chapter XII, Section 1209(c)(4) of the Long Beach Charter, at the beginning of each fiscal year, by a two-thirds vote of the members of the City Council of the City of Long Beach may determine that an amount not to exceed 5% of the gross operating revenues of the LB Harbor Department for the previous fiscal year shall be transferred from the Long Beach Harbor Revenue Fund to the City of Long Beach’s Tideland’s Operating Fund. Any amounts transferred to the City of Long Beach’s Tideland’s Operating Fund must be approved by a majority of all members of the POLB Board. When approving any transfer, the POLB Board must determine that the amount to be transferred will not be needed for LB Harbor Department operations, including, without limitation, operating expenses and capital projects, and that such transfer will not result in insufficient funds to pay the principal and interest on POLB’s indebtedness, or otherwise impair the ability to meet covenants with respect to POLB’s indebtedness. The LB Harbor Department transferred approximately \$21.6 million (5% of the LB Harbor Department’s gross operating revenue for the fiscal year ended September 30, 2020) from the Long Beach Harbor Revenue Fund to the City of Long Beach’s Tideland’s Operating Fund for the fiscal year ended September 30, 2021. The POLB Board expects to approve transfers of approximately \$21.7 million (5% of the LB Harbor Department’s gross operating revenue for the fiscal year ended September 30, 2021) from the Long Beach Harbor Revenue Fund to the City of Long Beach’s Tideland’s Operating Fund during the fiscal year ending September 30, 2022. The LB Harbor Department expects that for the foreseeable future transfers will continue to be made each fiscal year from the Long Beach Harbor Revenue Fund to the City of Long Beach’s Tideland’s Operating Fund.

Audited Financial Statements

POLB's audited financial statements for the fiscal year ended September 30, 2021, and the report of the auditor dated March 29, 2022, is included below in this Appendix C. KPMG LLP, the independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements of POLB addressed in that report. KPMG LLP also has not performed any procedures relating to POLB's information included in this Official Statement.

APPENDIX C-1

**HARBOR DEPARTMENT OF THE CITY OF LONG BEACH
AUDITED FINANCIAL STATEMENTS FOR THE
FISCAL YEAR ENDED SEPTEMBER 30, 2021**

APPENDIX D

THE RAILROADS

The Railroads have not provided the information contained in this Official Statement and have not reviewed this Official Statement. The information concerning the Railroads contained or referred to in this Official Statement has been obtained from publicly available sources and has not been independently verified. The Authority makes no representations about this information.

Available Information

BNSF and the parent corporation of Union Pacific currently are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and are required to file reports and other information with the Securities and Exchange Commission (the “SEC”). The reports and other information can be inspected and copied at the public reference facility that the SEC maintains, or may be accessed electronically by means of the SEC’s home page on the Internet. The Authority is not responsible for and makes no representation concerning information filed by BNSF and the parent corporation of Union Pacific.

Each of the Railroads also has covenanted to provide certain financial information for the benefit of holders and beneficial owners of the Series 2022 Bonds. This information is incorporated in documents filed with the SEC. Each of the Railroads has agreed that if in the future it is no longer subject to the informational requirements of Section 13 or 15(d) of the Exchange Act, it will notify the Trustee and will furnish certain financial information and operating data to the MSRB through its EMMA system.

Union Pacific

Union Pacific Corporation, the parent of Union Pacific, has filed with the SEC the following documents:

- Annual Report on Form 10-K for the fiscal year ended December 31, 2021;
- Quarterly Report on Form 10-Q for the quarter ended March 31, 2022; and
- Current Reports on Form 8-K filed on January 20, 2022, February 4, 2022, February 10, 2022, February 14, 2022, February 17, 2022 and April 21, 2022.

Prior to the issuance of the Series 2022 Bonds, Union Pacific Corporation may file other reports required by Section 13 or 15(d) of the Exchange Act, including Current Reports on Form 8-K.

BNSF

BNSF has filed with the SEC the following documents:

- Annual Report on Form 10-K for the fiscal year ended December 31, 2021; and
- Quarterly Report on Form 10-Q for the quarter ended March 31, 2022.

Prior to the issuance of the Series 2022 Bonds, BNSF may file other reports required by Section 13 or 15(d) of the Exchange Act, including Current Reports on Form 8-K.

APPENDIX E
SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS

SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS

Presented below are brief summaries of certain provisions contained in the Master Indenture, as amended and supplemented, including by the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Fourteenth Supplemental Indenture, the Use Permit and the Operating Agreement. Such summaries are not to be considered full statements pertaining thereto. Reference is directed to such documents for the complete text thereof. Copies of such documents are available from the Authority. References in this APPENDIX E to the Federal Loan are no longer applicable following the issuance of the Series 2004 Bonds and the Authority's prepayment of the Federal Loan. See "THE AUTHORITY'S OUTSTANDING BONDS" in this Official Statement.

INDENTURE

Definitions

The following are definitions of certain terms used in the Official Statement, including the summary of certain provisions of the Master Indenture, as amended or supplemented to date, including by the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture and the Fourteenth Supplemental Indenture.

"Accreted Value" means with respect to any Capital Appreciation Bond, the principal amount thereof plus the interest accrued thereon from its delivery date, compounded at the approximate interest rate thereof on the Compounding Date specified therein. With respect to any Capital Appreciation Bonds, the Accreted Value at any date to which reference is made shall be the amount set forth in the Accreted Value Table as of such date, if such date is a Compounding Date, and if not, shall be determined by straight line interpolation, as calculated by the Trustee, with reference to such Accreted Value Table.

"Accreted Value Table" means the table denominated as such, and to which reference is made in a Supplemental Indenture for any Capital Appreciation Bonds issued pursuant to such Supplemental Indenture.

"Accretion Period" means with respect to any Series 2022 Bonds which are Convertible Capital Appreciation Bonds, the period from the date of delivery of such Series 2022 Bonds through the Conversion Date.

"Administrative Costs" means the administrative costs of the Authority as defined in and determined pursuant to the Operating Agreement.

"Annual Accounting" means the final accounting annually undertaken by the Authority pursuant to the Master Indenture.

"Authority" means the Alameda Corridor Transportation Authority, a joint powers authority established pursuant to the provisions of the JPA Law and the JPA Agreement, a public entity separate and apart from its members.

"Authority Treasurer" means the Treasurer of the Authority selected in accordance with the JPA Law and the JPA Agreement.

"Authorized Authority Representative" means one or more officials or employees of the Authority designated by the Board to act as an Authorized Authority Representative for the purposes specified in such designation. Except to the extent limited in any such designation, any action required or authorized to be taken by the Board or the Authority in the Master Indenture or in any Supplemental Indenture may be taken by an Authorized Authority Representative.

"Authorized Denominations" means, (i) with respect to the Series 2022 Bonds which are Current Interest Bonds, \$5,000 or any integral multiple thereof, (ii) with respect to the Series 2022 Bonds which are Capital Appreciation Bonds, denominations such that the Accreted Value of such Series 2022 Bonds as of the maturity date thereof shall equal \$5,000 or any integral multiple thereof, and (iii) with respect to the Series 2022 Convertible Capital Appreciation Bonds (a) on any date during the Accretion Period, denominations such that the Accreted Value on the Conversion Date shall equal \$5,000 or any integral multiple thereof, and (b) subsequent to the Accretion Period, denominations of \$5,000 or any integral multiple thereof.

"Balloon Indebtedness" means, with respect to any Series of Bonds, 25% or more of the principal or Accreted Value of which matures on the same date or within a 12-month period, that portion of the principal or Accreted Value of the Bonds of such Series which matures on such date or within such 12 month period. For purposes of this definition, the principal amount or Accreted Value maturing on any date shall be reduced by the amount of such indebtedness

which is required, by the documents governing such indebtedness, to be amortized by prepayment or redemption prior to its stated maturity.

“*Board*” means the Governing Board of the Authority, as described in the JPA Agreement.

“*Bond*” or “*Bonds*” means Senior Lien Bonds, First Subordinate Lien Bonds and Second Subordinate Lien Bonds of the Authority issued under and in accordance with the provisions of the Master Indenture but not including the Federal Loan.

“*Bond Insurance Policy*” means each financial guaranty insurance policy issued by a Bond Insurer insuring the payment of the principal or Accreted Value of (but not the redemption price other than mandatory sinking fund redemption) and interest on a Series of Bonds when due.

[“*Bond Insurer*” means (i) for the Series 1999 Bonds, MBIA Insurance Corporation or its successors and assigns, (ii) for the Series 2004 Bonds, Ambac Assurance Corporation, or its successors and assigns, (iii) for the Series 2013A Bonds, Assured Guaranty Municipal Corporation, or its successors and assigns, (iv) for the Series 2016B Insured Bonds, Assured Guaranty Municipal Corporation, or its successors and assigns, (v) for the Series 2022A Insured Bonds, [_____], or its successors and assigns, (vi) for the Series 2022B Insured Bonds, [_____], or its successors and assigns, (vii) for the Series 2022C Insured Bonds, [_____], or its successors and assigns, and (viii) for Bonds of any other Series, the bond insurer, if any, named in the Supplemental Indenture providing for the issuance of the Bonds of such Series.]

“*Bond Obligation*” means as of any date of calculation (1) with respect to any Outstanding Current Interest Bonds, the principal amount of such Bond and (2) with respect to any Outstanding Capital Appreciation Bond, the Accreted Value thereof.

“*Bondholder*,” “*holder*,” “*owner*” or “*registered owner*” means the person in whose name any Bond or Bonds are registered on the books maintained by a Registrar and shall include any Credit Provider or Liquidity Provider to which a Repayment Obligation is then owed, to the extent that such Repayment Obligation is deemed to be a Bond under the provisions of the Master Indenture.

“*Bond Year*” means the period of time commencing on October 1 through and including the September 30 immediately following, so long as any Bonds are Outstanding. Debt Service to be accrued in any Bond Year shall include debt service payable on the immediately following October 1.

“*Business Day*” means a day on which banks located in New York, New York, in Los Angeles, California and in the city in which the principal corporate trust office of the Trustee is located are open, and, for the purpose of determining a Business Day for Bonds that are commercial paper or Variable Rate Indebtedness, a day on which the New York Stock Exchange is open.

“*Capital Appreciation Bonds*” means any Bonds the interest on which is compounded and not scheduled to be paid until maturity, conversion or prior redemption thereof. Capital Appreciation Bonds may be converted to Current Interest Bonds pursuant to a Supplemental Indenture.

“*Code*” means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations applicable thereto.

“*Compounding Date*” means the date on which principal and interest on any Capital Appreciation Bond is compounded, as specified in such Capital Appreciation Bond.

“*Construction Fund*” means any of the Construction Funds authorized to be created by the Master Indenture.

“*Consultant*” means any Independent consultant, consulting firm, engineer, architect, engineering firm, architectural firm, accountant or accounting firm, actuary, insurance consultant, or other expert recognized to be well-qualified for work of the character required and retained by the Authority to carry out the duties provided for such consultant in the Master Indenture.

“*Container Charges*” means the charges by that name as more particularly defined in the Operating Agreement which each Railroad is obligated to pay to the Authority pursuant to the Operating Agreement.

“*Contingent Port Obligations*” means an amount equal to 40% of (i) the Annual Amount (as defined in the Operating Agreement) and (ii) the Federal Loan payments due in any year or partial year (which is the maximum amount the Ports may be obligated to pay to the Authority pursuant to the Operating Agreement).

“*Continuing Disclosure Certificate*” means (i) that certain Continuing Disclosure Certificate by the Authority and the Ports dated the date of issuance and delivery of the Series 1999 Bonds, (ii) that certain Continuing Disclosure Certificate dated as of February 1, 2004 by the Authority and the Ports in connection with the issuance by the Authority of the Series 2004 Bonds, (iii) that certain Continuing Disclosure Certificate dated as of February 1, 2013 by the Authority and the Ports in connection with the issuance by the Authority of the Series 2013A Bonds, (iv) that certain Continuing Disclosure Certificate dated as of May 24, 2016 by the Authority and the Ports in connection with the issuance by the Authority of the Series 2016 Bonds, (v) that certain Continuing Disclosure Certificate dated as of _____, 2022 by the Authority and the Ports in connection with the issuance by the Authority of the Series 2022 Bonds, and (vi) any other continuing disclosure certificate or certificates by the Authority and the Ports for any other Series of Bonds identified in the Supplemental Indenture pursuant to which such Series of Bonds are issued, as amended from time to time in accordance with the terms thereof.

“*Convertible Capital Appreciation Bonds*” means the Bonds of any Series as to which interest accruing is not paid prior to the expiration of the specified Accretion Period and, prior thereto, is compounded periodically on certain designated dates.

[“*Conversion Date*” means [October 1, 20__], the date of expiration of the Accretion Period.]

“*Costs of Issuance*” means all costs and expenses incurred by the Authority in connection with the issuance of one or more Series of Bonds, as more particularly described in a Supplemental Indenture, including, but not limited to, costs and expenses of printing and copying documents, the official statement or the Bonds, bond insurance premiums, if any, underwriters’ compensation and the fees, costs and expenses of rating agencies, the Trustee, counsel, accountants, financial advisors, feasibility consultants, engineering consultants, actuaries and insurance consultants, other consultants, and other financing costs related to any Series of the Bonds.

“*Costs*” or “*Costs of the Project*” means all costs of planning, developing, financing, constructing, installing, equipping, furnishing, improving, acquiring, enlarging and/or renovating the Project and placing the same in service and reasonable contingencies and reserves therefor, and shall include, but not be limited to the following: (1) costs of real or personal property, rights, franchises, easements and other interests in property, and the cost of demolishing or removing structures and site preparation, infrastructure development, and landscaping and acquisition of land to which structures, debris or earth may be removed and the costs and expenses related to such removal; (2) costs of materials and supplies, machinery, equipment, vehicles, rolling stock, furnishings, improvements and enhancements; (3) labor and related costs and costs of services provided, including costs of consultants, advisors, architects, engineers, accountants, actuaries and insurance consultants, planners, attorneys, and financial and feasibility consultants; (4) financing expenses, including capitalized interest and reserves; and (5) such other costs and expenses (including administrative fees and expenses) that can be capitalized under generally accepted accounting principles in effect at the time the cost is incurred by the Authority.

“*Credit Facility*” means a policy of municipal bond insurance, a letter of credit, line of credit, guarantee, standby purchase agreement or other financial instrument which obligates a third party to make payment of or provide funds to the Trustee for the payment of the principal or Accreted Value of and/or interest on and/or the purchase price of any Series of Bonds, but not including any Debt Service Reserve Surety Policy.

“*Credit Provider*” means the issuer of a Credit Facility.

“*Current Interest Bonds*” means the Bonds of any Series, other than Capital Appreciation Bonds, which pay interest at least annually to the owners thereof excluding the first payment of interest thereon.

“*Debt Service*” means, for any period and for any priority level of Bonds, the sum of (1) the interest accrued during such period on all Outstanding Current Interest Bonds except to the extent that such interest is to be paid as capitalized interest from the proceeds of any Bonds and/or from other moneys deposited with the Trustee for such purpose, (2) the aggregate principal amount or Accreted Value of all Outstanding Bonds issued in serial form that matures or is payable in such period, except to the extent payable from the proceeds of Bonds or from other moneys set aside for such purpose, (3) the aggregate amount of all Mandatory Sinking Account Payments required to be made in such period with respect to Outstanding Term Bonds, except to the extent payable from the proceeds of Bonds or from other moneys set aside for such purpose, and (4) all Repayment Obligations due in such period, to the extent such obligations constitute Bonds under the Master Indenture,

provided, however, that for purposes of computing the interest payable on Variable Rate Indebtedness (other than for purposes of the flow of funds within the Revenue Fund pursuant to the Master Indenture), (A) the

interest rate for any Synthetic Fixed Rate Debt shall be the fixed interest rate payable by the Authority pursuant to the related Swap or pursuant to such Indebtedness, as applicable, and (B) the interest rate for any other Variable Rate Indebtedness for periods when the actual interest rate for such Variable Rate Indebtedness cannot yet be determined shall be the rate which is the average of The Bond Buyer Revenue Bond Index for the 52 weeks ending with the week preceding the date of calculation, provided that if The Bond Buyer Revenue Bond Index shall cease to be published, the index to be used in its place shall be that index which the Authority (in consultation with the remarketing agent(s) for any Variable Rate Indebtedness then Outstanding) determines most closely replicates it, as set forth in a certificate of an Authorized Authority Representative filed with the Trustee, and

provided further, that for purposes of computing the principal and interest payable on Balloon Indebtedness, during any Bond Year, the principal or Accreted Value due in any period with respect to such Bonds shall be deemed to be the amount of principal or Accreted Value which would be payable in such period if the original principal amount or Accreted Value of such Bonds were amortized from the date of original issuance thereof over the lesser of a period of thirty (30) years or the remaining useful life of the Project on a level debt service basis, except that if the date of calculation is within twelve (12) months of the actual maturity of such Bonds, the full amount of principal or Accreted Value payable at maturity shall be taken into account unless a firm underwriting commitment is in effect to refinance such Bonds; and

provided further, that for purposes of computing the Accreted Value or principal and interest payable on Tender Indebtedness during a Bond Year, Tender Indebtedness shall be treated as if the tender payment were not required; and

provided further, that for purposes of determining the principal amount or Accreted Value due, payment shall be assumed to be made in accordance with any amortization schedule established for such debt.

“Debt Service Fund” means each of the Debt Service Funds required to be created pursuant to the Master Indenture.

“Debt Service Payment Requirement” means the amount required to make a debt service payment on any Senior Lien Bond, at the times established by and as calculated pursuant to the Master Indenture.

“Debt Service Reserve Account” means each of the accounts designated as such and created within the Debt Service Reserve Fund pursuant to a Supplemental Indenture providing for the issuance of a particular Series of Bonds.

“Debt Service Reserve Fund” means the trust fund and the accounts therein which are required to be funded for the purpose of providing additional security for Outstanding Bonds issued pursuant to the terms of the Master Indenture.

“Debt Service Reserve Fund Replenishment Payment” means any payment required to replenish any one or more Debt Service Reserve Accounts or to pay a Debt Service Reserve Surety Repayment Obligation for the Senior Lien Bonds as provided for and calculated pursuant to the Master Indenture.

“Debt Service Reserve Requirement” means, with respect to a Debt Service Reserve Account for any Series of Bonds, an amount equal to the least of (i) Maximum Annual Debt Service for such Series, (ii) 10% of the original principal amount of such Series that have been issued, less the amount of original issue discount with respect to any such Bonds if such original issue discount exceeded 2% on such Bonds at the time of its original sale, and (iii) 125% of the average annual Debt Service on Bonds of such Series for each Bond Year in which Bonds of such Series are Outstanding.

“Debt Service Reserve Surety Policy” means an insurance policy, surety bond or surety agreement, or a letter of credit deposited with the Trustee for the credit of a Debt Service Reserve Account within the Debt Service Reserve Fund in lieu of or substitution for all or a portion of the cash or securities on deposit or to be deposited therein.

“Debt Service Reserve Surety Repayment Obligation” means an obligation, including the interest thereon, arising from a payment or payments having been made under a Debt Service Reserve Surety Policy constituting all or a portion of a Debt Service Reserve Account and deposited into the Debt Service Fund related thereto to prevent a default on the related Series of Bonds.

“Dedicated Revenues” means the Use Fees and Container Charges, Contingent Port Obligations, and the earnings on all funds and accounts held by the Trustee under the Indenture (but not including the Rebate Fund). However, Dedicated Revenues at a particular level of priority shall only include the sum of interest earnings on the

Debt Service Funds and Debt Service Reserve Accounts with respect to such level of priority to the extent such earnings are required to be deposited or retained in such Debt Service Funds. Dedicated Revenues shall not include funds to be deposited in or earnings on the moneys held in the M & O Fund or the Reserve Account. For purposes of calculating Dedicated Revenues as a condition to issuing any Series of Bonds under the Master Indenture, the Authority has covenanted with the Series 2012 Lender and with the Series 2004 Bond Insurer (so long as the Series 2004 Bond Insurance Policy is in effect and the Series 2004 Bond Insurer is not in default of its obligation to make payments thereunder) that for purposes of issuing additional Bonds only, an independent consultant acceptable to the Series 2012 Lender and the Series 2004 Bond Insurer will be required to calculate Dedicated Revenues as follows: (1) in each Bond Year (October 1 - September 30), Contingent Port Obligations shall be 40% of Debt Service on all Outstanding Bonds, calculated as if the proposed Series of Bonds to be issued were Outstanding; and (2) Use Fees and Container Charges shall be the Use Fees and Container Charges that were collected in any twelve (12) consecutive months out of the eighteen (18) consecutive months immediately preceding the date of issuance of the proposed Series of Bonds, increased each January 1 at a rate of 1.5%, or such other minimum rate of fee escalation specified in the Operating Agreement; provided, however, that (i) if the rating of either Port is (A) less than AA-but higher than BBB+ (in the case of Standard & Poor's) or (B) less than Aa3 but higher than Baa1 (in the case of Moody's), then "Contingent Port Obligations" shall be deemed to be 20% (instead of 40%) of each year's Debt Service on all Outstanding Bonds, calculated as if the proposed Series of Bonds to be issued were Outstanding; and (ii) if the rating of either Port is (A) less than A- (in the case of Standard & Poor's) or (B) less than A3 (in the case of Moody's), then "Contingent Port Obligations" shall be deemed to be 0% (instead of 40%) of each year's Debt Service on all Outstanding Bonds, calculated as if the proposed Series of Bonds to be issued were Outstanding.

"*Design-Build Contract*" means the Design Build Contract (Contract No. MCO1CS01) dated October 23, 1998, as amended from time to time, between the Authority and The Tutor Saliba Team, a joint venture comprised of Tutor-Saliba Corporation, O & G Industries, Inc., Parsons Transportation Group and HNTB Design/Build, Inc.

"*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.

"*Eighth Supplemental Indenture*" means the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

"*Eleventh Supplemental Indenture*" means the Eleventh Supplemental Trust Indenture dated as of May 1, 2016, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

"*Event of Default*" means any occurrence or event specified as such in the Master Indenture.

"*Federal Lender*" means the U.S. Department of Transportation, acting through the Federal Highway Administration.

"*Federal Loan*" means the loan in the maximum initial principal amount of \$400,000,000 (subject to adjustment by accretion) made or to be made to the Authority by the Federal Lender, pursuant to the Federal Loan Agreement, or any replacement or refinancing thereof with or by an agency of the United States Government, which Federal Loan will be made to pay costs related to the acquisition of land, and designing, engineering, constructing, improving and financing of the Project. The Federal Loan was paid in full with the proceeds of the Series 2004 Bonds. References to the Federal Loan, the Federal Loan Agreement and the Federal Loan Fund are, therefore, no longer effective or applicable.

"*Federal Loan Agreement*" means the Amended and Restated Loan Agreement dated as of October 1, 1998, by and between the Authority and the Federal Lender, as amended and supplemented from time to time as permitted thereby and by the Indenture.

"*Federal Loan Fund*" shall be the fund by that name created pursuant to and as further described in the Master Indenture.

"*Fifth Supplemental Indenture*" means the Fifth Supplemental Trust Indenture dated as of June 1, 2003 between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

"*Final Compounded Amount*" means the Accreted Value of a Capital Appreciation Bond on its maturity date.

“*First Subordinate Lien Bonds*” means any Bonds, in one or more Series, which rank junior and subordinate to the Senior Lien Bonds and the Federal Loan, and rank senior to the Second Subordinate Lien Bonds, if any. Such First Subordinate Lien Bonds may be Notes that are part of a commercial paper program. The Series 2004 Bonds, the Series 1999D Bonds and the Series 2016A Bonds are First Subordinate Lien Bonds.

“*First Supplemental Indenture*” means the First Supplemental Trust Indenture dated as of January 1, 1999, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Fiscal Year*” means the period of time beginning on July 1 of each given year and ending on June 30 of the immediately subsequent year, or such other similar period as the Authority designates as its fiscal year by written notice to the Trustee.

“*Fourth Supplemental Indenture*” means the Fourth Supplemental Trust Indenture dated as of January 1, 1999, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Fourteenth Supplemental Indenture*” means the Fourteenth Supplemental Trust Indenture dated as of August 1, 2022, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Government Obligations*” means (1) United States Obligations (including obligations issued or held in book entry form) and (2) prerefunded municipal obligations meeting the following conditions: (a) the municipal obligations are not subject to redemption prior to maturity, or the trustee has been given irrevocable instructions concerning their calling and redemption and the issuer has covenanted not to redeem such obligations other than as set forth in such instructions; (b) the municipal obligations are secured by cash and/or noncallable United States Obligations, which United States Obligations may be applied only to interest, principal and premium payments of such municipal obligations; (c) the principal of and interest on the United States Obligations when due and without any reinvestment thereof (plus any cash in the escrow fund) are sufficient to pay the principal of and interest on the municipal obligations; (d) the United States Obligations serving as security for the municipal obligations are held by an escrow agent or trustee; (e) the United States Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and (f) the municipal obligations are rated in the highest rating category of any Rating Agency which then maintains a rating on any of the Bonds; and (g) Resolution Funding Corp. (REFCORP) obligations. Only the interest component of REFCORP obligations which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.

“*Indenture*” means the Master Indenture, together with each Supplemental Indenture.

“*Independent*” means, when used with respect to any specified firm or individual, that such firm or individual (i) does not have any direct financial interest or any material indirect financial interest in the operations of the Authority or either of the Ports or the Railroads, other than the payment to be received under a contract for services to be performed, and (ii) is not connected with the Authority or either of the Ports or the Railroads, as an official, officer or employee.

“*Initial Amount*” means the principal amount of a Capital Appreciation Bond on the date of issuance and delivery to the original purchaser thereof.

“*Interest Payment Date*” means each April 1 and October 1, beginning April 1, 1999, so long as any Current Interest Bonds are Outstanding.

“*JPA Agreement*” means the Amended and Restated Joint Powers Agreement dated as of December 18, 1996, by and between the City of Long Beach and the City of Los Angeles, as amended by the First Amendment to Amended and Restated Joint Exercise of Powers Agreement, dated as of July 1, 2006.

“*JPA Law*” means Article 1, Chapter 5, Division 7, of Title 1 of the California Government Code (commencing with Section 6500).

“*Liquidity Facility*” means a letter of credit, line of credit, standby purchase agreement or other financial instrument which is available to provide funds with which to purchase Bonds.

“*Liquidity Provider*” means the entity which issues a Liquidity Facility.

“*Mandatory Sinking Account Payment*” means with respect to Bonds of any Series and maturity, the amount required by a Supplemental Indenture to be deposited in a Debt Service Fund for the payment of Term Bonds of such Series and maturity.

“*Master Indenture*” means that certain Master Trust Indenture dated as of January 1, 1999, as amended and supplemented, by and between the Authority and the Trustee, which provides the terms and conditions upon which the Authority may issue revenue bonds or other evidences of indebtedness for the purpose of financing or refinancing all or a portion of the Project.

“*Maximum Annual Debt Service*” means for each Series of Bonds the greatest Debt Service in any Bond Year during the period beginning with the current Bond Year and ending with the Bond Year in which the last Outstanding Bonds of such Series mature by their terms.

“*M & O Charges*” means the M & O Charges as defined in the Operating Agreement (and as limited by the Operating Agreement), which the Railroads are obligated to pay to the Authority pursuant to the Operating Agreement. M & O Charges shall not be deemed to be Revenues or Dedicated Revenues under the Master Indenture.

“*M & O Fund*” means the fund by that name and the accounts therein created pursuant to the Master Indenture.

“*Net Proceeds*” means insurance proceeds collected as a result of damage to or destruction of all or any portion of the Project or any title insurance or proceeds received in lieu of any insurance or title matter, or condemnation award or amounts received by the Authority from the sale of all or any portion of the Project under the threat of condemnation, less expenses (including the Authority’s attorneys’ fees and expenses and any fees and expenses of the Trustee) incurred in the collection of such proceeds or award, whether or not the property that is the subject of the condemnation or title matter is owned by the Authority or the Ports. Net Proceeds shall not include the proceeds of any business interruption insurance.

“*Ninth Supplemental Indenture*” means the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Notes*” means Bonds (including commercial paper) issued under the provisions of the Master Indenture which have a maturity of one year or less from their date of original issuance.

“*Operating Committee*” means the committee comprised of representatives of the Railroads and the Ports, established pursuant to the Original Agreement and is no longer in effect under the Operating Agreement.

“*Operating Agreement*” means the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016, by and among the Authority, the Ports and the Railroads, as amended by any amendments and supplements permitted under the Indenture.

“*Original Agreement*” means the Alameda Corridor Use and Operating Agreement, dated as of October 12, 1998, by and among the Authority, the Ports and the Railroads, as amended on July 5, 2006.

“*Outstanding*” when used with respect to Bonds means all Bonds (except as provided by the Supplemental Indentures) which have been authenticated and delivered under the Master Indenture, except:

- (a) Bonds canceled or purchased by the Trustee for cancellation or delivered to or acquired by the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the Master Indenture;
- (c) Bonds in lieu of which other Bonds have been authenticated under the Master Indenture;
- (d) Bonds that have become due (at maturity or on the date fixed for redemption or purchase, acceleration or otherwise) and for the payment of which sufficient moneys, including interest accrued to the due date, are held by the Trustee or a Paying Agent;
- (e) Bonds which, under the terms of the Supplemental Indenture pursuant to which they were issued, are deemed to be no longer Outstanding; and
- (f) for purposes of any consent or other action to be taken by the holders of a specified Bond Obligation under the Master Indenture, Bonds held by or for the account of the Authority, the City of Los

Angeles, the City of Long Beach or by any person controlling, controlled by or under common control with the Authority.

“*Paying Agent*” or “*Paying Agents*” means, with respect to any Bonds or Series of Bonds, the Trustee or such banks, trust companies or other financial institutions or other entities designated in a Supplemental Indenture as the place where such Bonds shall be payable.

“*Permit*” means the Use Permit dated as of October 12, 1998, by and between the Ports and the Authority, which allows the Authority to construct the Project and perform its duties under the Operating Agreement.

“*Permitted Investments*” means any of the following, as further described and limited in the Master Indenture:

- A. United States Treasury Bills, Bonds, and Notes, or “when issued” securities of the United States Government for such securities, or those for which the full faith and credit of the United States are pledged for payment of principal and interest.
- B. Registered state warrants or treasury notes or bonds of the State of California or any other of the 49 states of the United States of America, including bonds, payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state, so long as such warrants, notes, or bonds are rated “A” or higher by Moody’s and Standard & Poor’s.
- C. Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California or any other of the 49 states of the United States of America, including bonds, payable solely out of the revenues from a revenue producing property owned, controlled, or operated by the local agency, or by a department, board agency, or authority of the local agency, so long as such warrants, notes, or bonds are rated “A” or higher by Moody’s and Standard & Poor’s, or pre-refunded bonds, notes, warrants or other evidences of indebtedness of any local agency within the state so long as such pre-refunded obligations are rated in the highest rating category for such issues as rated by Moody’s and Standard & Poor’s.
- D. Obligations issued by or guaranteed by the Government National Mortgage Association (GNMA), the Federal Farm Credit Bank System (FFCB), the Federal Home Loan Bank Board (FHLB), the Federal National Mortgage Association (FNMA), Federal Home Administration, Export Import Bank of the United States, Federal Financing Bank, Farmers Home Administration, Federal Home Loan Mortgage Corporation, Federal Housing Administration, Private Export Funding Corporation, Resolution Funding Corporation, Student Loan Marketing Association or any other instrumentality or agency of the United States.
- E. Bills of exchange or time drafts drawn on and accepted by a commercial bank, which has an unsecured, uninsured and unguaranteed obligation rating of “Prime-1” or “A3” or better by Moody’s and “A-1” or “A” or better by Standard & Poor, otherwise known as banker’s acceptances.
- F. Commercial paper ranked “P1” by Moody’s Investor Services and “A1” by Standard & Poor’s and issued by corporations that are organized and operating within the United States having assets in excess of \$500,000,000 and having an “A” or better rating, if any, on its long term debentures as provided by Moody’s and Standard & Poor’s.
- G. Negotiable certificates of deposit (“NCD”) issued by a nationally or state-chartered bank or state or federal savings and loan association. To be eligible for purchase the NCD must be issued by:
 - 1. A California bank rated “A/B” or better by the rating service of Keefe, Bruyette and Woods, (“Keefe”)(or equivalent);
 - 2. A major national or regional bank outside of California rated “B” or better by Keefe, (or equivalent);
 - 3. A domestic branch of a foreign bank rated I for country rating, II or better for peer-group rating, and II or better for dollar access by Keefe; or
 - 4. A savings and loan association operating in California rated “A/B” or better by Keefe.
- H. Repurchase Agreements with the following terms and conditions:

1. Transactions shall be limited to the primary dealers and banking institutions rated “A” or better by Moody’s and Standard & Poor’s. The maturity of repurchase agreements shall not exceed 90 days. The market value of securities used as collateral for repurchase agreements shall be monitored daily by the Treasurer and will not be allowed to fall below 102% of the value of the repurchase agreement plus the value of collateral in excess of the value of the repurchase agreement (haircut). In order to conform with provisions of the Federal Bankruptcy Code which provide for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of, or that are fully guaranteed as to principal and interest by, the United States or any agency of the United States.
2. Not more than 50% of the funds held by the Trustee may be invested in repurchase agreements and a security interest satisfactory to the Authority shall always be maintained in the securities subject to a repurchase agreement.
 - I. Local Agency Investment Fund as established by the State Treasurer for the benefit of local agencies up to the maximum permitted by State law.
 - J. Los Angeles County Treasurer’s Investment Pool as prescribed by California Government Code.
 - K. Money Market Funds which invest solely in U.S. Treasury Securities and U.S. Government Agency securities, and repurchase agreements relating to the above obligations. To be eligible, these Money Market Funds must have an investment advisor with not less than five years experience, be registered with the SEC, have the highest ranking available as provided by not less than two nationally recognized statistical rating organizations, and have assets in excess of \$500 million.
 - L. Bonds or Notes of Corporations incorporated in the United States having ratings of single A or better by Moody’s and Standard & Poor’s.
 - M. Guaranteed Investment Contracts and Investment Agreements acceptable to the Bond Insurer with issuers of a double A rating or better by Moody’s and Standard & Poor’s. Such contracts are to be of no more than 5 years maturity.
 - N. Any mortgage pass-through security, collateralized mortgage obligation or mortgage-backed certificate with a maximum of five years to maturity. Securities eligible for investment under this subdivision shall be issued by an issuer having an “A” or higher rating for the issuer’s debt by Moody’s and Standard & Poor’s and rated in a rating category of “AAA.”

“POLA” means the City of Los Angeles acting by and through its Board of Harbor Commissioners.

“POLB” means the City of Long Beach acting by and through its Board of Harbor Commissioners.

“Port Advances” means the amounts advanced or paid by POLA or POLB in connection with the Project, to the extent such amounts are defined and described in the Operating Agreement.

“Port Representative” means one or more officials or employees of POLA or POLB designated by POLA or POLB, respectively, to act as a Port Representative for the applicable Port under the Indenture.

“Ports” means the POLA and the POLB.

“Principal Payment Date” means for Current Interest Bonds, each October 1, beginning October 1 of the respective years designated in the Supplemental Indenture providing for the issuance of the Bonds of such Series, so long as any Current Interest Bonds are Outstanding, and for Capital Appreciation Bonds, October 1 of any year in which the Final Compounded Amount of any Capital Appreciation Bond is due and payable.

“Project” means the consolidated rail transportation corridor known as the Alameda Corridor Project as defined in the Alameda Corridor Final Environmental Impact Statement, as approved by the Federal Highway Administration on January 24, 1996 and the Federal Railroad Administration on January 25, 1996 and the Record of Decisions for that Project, along with any extensions, expansions, related improvements and replacements thereof duly approved for construction by the Railroads, the Ports and the Authority. Various portions of the Project shall be owned by the Ports and the Railroads, which have granted to the Authority the rights of access and to construct and operate the Project pursuant to (i) the UP C&M Agreement (as defined in the Operating Agreement), (ii) the BNSF C&M Agreement (as defined in the Operating Agreement), (iii) the Permit, and (iv) the Operating Agreement.

“*Railroads*” means BNSF Railway Company, a Delaware Corporation, and the Union Pacific Railroad Company, a Delaware corporation, and their respective successors and assigns under the Operating Agreement, and any other railroad or railroads which become a party to the Operating Agreement.

“*Rating Agency*” means a nationally recognized rating agency providing a rating for any Outstanding Bonds.

“*Rebate Fund*” means any fund created by the Board pursuant to a Supplemental Indenture in connection with the issuance of any Tax Exempt Bonds for the purpose of complying with the Code and providing for the collection and holding for and payment of amounts due to the United States of America.

“*Record Date*” means March 15 for any April 1 Interest Payment Date or September 15 for any October 1 Interest Payment Date.

“*Redemption Account*” means any of the Redemption Accounts permitted to be created pursuant to the Master Indenture and created in a Supplemental Indenture.

“*Refunding Bonds*” means any Bonds issued pursuant to the Master Indenture to prepay, refund or defease all or a portion of any Outstanding Bonds or the Federal Loan.

“*Registrar*” means, with respect to any Bonds, the bank, trust company or other entity designated in a Supplemental Indenture to perform the function of Registrar under the Master Indenture or any Supplemental Indenture, and which entity has accepted the position in accordance with the Master Indenture.

“*Repayment Obligations*” means an obligation, including the interest thereon, arising under a written agreement of the Authority and a Credit Provider pursuant to which the Authority agrees to reimburse the Credit Provider for amounts paid through a Credit Facility to pay debt service on any Bonds and/or an obligation, including interest thereon, arising under a written agreement of the Authority and a Liquidity Provider pursuant to which the Authority agrees to reimburse the Liquidity Provider for amounts paid through a Liquidity Facility to purchase Bonds.

“*Requisition*” means each of the forms of requisition attached to the Master Indenture, pursuant to which the Trustee shall make the payments required pursuant to paragraphs THIRD, SEVENTH, TENTH and TWELFTH, of the flow of funds within the Revenue Fund, and payments from the Reserve Account, the Construction Funds and the M & O Fund pursuant to the Master Indenture.

“*Reserve Account*” means the Reserve Account created pursuant to and as further described in and administered pursuant to the Master Indenture.

“*Reserve Account Investments*” means those securities and other investments more particularly described in the Master Indenture.

“*Reserve Account Target*” means the amount designated as such pursuant to the Operating Agreement, as such amount is adjusted from time to time pursuant to the Operating Agreement.

“*Revenue Fund*” means the fund of that name established pursuant to and further described in and administered pursuant to the Master Indenture.

“*Revenues*” means the Use Fees and Container Charges, Shortfall Advances, proceeds of rental interruption insurance received by the Authority (or the Trustee on behalf of the Authority), the earnings on all funds and accounts held by the Trustee under the Indenture (provided that Revenues at a particular level of priority shall only include the interest earnings on the Debt Service Funds and the Debt Service Reserve Accounts with respect to such level of priority to the extent such earnings are required to be deposited or retained in such Debt Service Funds or Debt Service Reserve Accounts) and grants and other amounts received under contracts or agreements with governmental or private entities and permitted to be applied as Revenues, but not including funds to be deposited or retained in or earnings on the moneys held in the M & O Fund, the Reserve Account, the Rebate Fund, any Net Proceeds, or proceeds from borrowings (including the Federal Loan), or any amounts expended by the Railroads for the maintenance and operation expenses for the Non-Rail Components or the Drill Track (as such terms are defined in the Operating Agreement).

“*Second Subordinate Lien Bonds*” means any Bonds, in one or more Series, which rank junior and subordinate to the Senior Lien Bonds, the First Subordinate Lien Bonds and the Federal Loan. Such Second Subordinate Lien Bonds may be Notes that are part of a commercial paper program. The Series 2016B Bonds and the Series 2022C Bonds are Second Subordinate Lien Bonds.

“*Second Supplemental Indenture*” means the Second Supplemental Trust Indenture dated as of January 1, 1999, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Senior Lien Bonds*” means any Bonds, in one or more Series, which have the highest rank and a first priority on the Trust Estate and are senior and superior to the Federal Loan. Such Senior Lien Bonds may be Notes that are part of a commercial paper program. The Series 1999A Bonds, the Series 1999C Bonds, the Series 2012 Bonds, the Series 2013A Bonds, the Series 2022A and the Series 2022B Bonds are Senior Lien Bonds.

“*Series*” means Bonds designated as a separate Series by a Supplemental Indenture.

“*Series 1999 Bonds*” means the Series 1999A Bonds, the Series 1999B Bonds, the Series 1999C Bonds and the Series 1999D Bonds.

“*Series 1999A Bonds*” means the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A” authorized pursuant to the Master Indenture and the First Supplemental Resolution dated as of January 1, 1999.

“*Series 1999B Bonds*” means the “Alameda Corridor Transportation Authority Tax-Exempt Subordinate Lien Revenue Bonds, Series 1999B,” authorized pursuant to the Master Indenture and the Second Supplemental Trust Indenture dated as of January 1, 1999.

“*Series 1999C Bonds*” means the “Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C,” authorized pursuant to the Master Indenture and the Third Supplemental Trust Indenture dated as of January 1, 1999.

“*Series 1999D Bonds*” means the “Alameda Corridor Transportation Authority Taxable Subordinate Lien Revenue Bonds, Series 1999D,” authorized pursuant to the Master Indenture and the Fourth Supplemental Trust Indenture dated as of January 1, 1999.

“*Series 2004A Bonds*” means the “Alameda Corridor Transportation Authority Tax-Exempt Subordinate Lien Revenue Refunding Bonds, Series 2004A” authorized pursuant to the Master Indenture and the Sixth Supplemental Trust Indenture dated as of February 1, 2004.

“*Series 2004B Bonds*” means the “Alameda Corridor Transportation Authority Taxable Subordinate Lien Revenue Refunding Bonds, Series 2004B” authorized pursuant to the Master Indenture and the Seventh Supplemental Trust Indenture dated as of February 1, 2004.

“*Series 2004 Bonds*” means the Series 2004A Bonds and the Series 2004B Bonds.

“*Series 2012 Bonds*” means the “Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012” authorized pursuant to the Master Indenture and the Eighth Supplemental Trust Indenture dated as of June 1, 2012.

“*Series 2012 Lender*” means the United States Department of Transportation, acting through the Administrator of the Federal Railroad Administration or any subsequent registered owner of the Series 2012 Bonds.

“*Series 2013A Bonds*” means the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A,” authorized pursuant to the Master Indenture and the Ninth Supplemental Trust Indenture dated as of February 1, 2013.

“*Series 2016 Bonds*” means the Series 2016A Bonds and the Series 2016B Bonds.

“*Series 2016A Bonds*” means “Alameda Corridor Transportation Authority Tax-Exempt Subordinate Lien Revenue Refunding Bonds, Series 2016A” authorized pursuant to the Master Indenture and the Tenth Supplemental Trust Indenture dated as of May 1, 2016.

“*Series 2016B Bonds*” means the “Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B” authorized pursuant to the Master Indenture and the Eleventh Supplemental Trust Indenture dated as of May 1, 2016.

“*Series 2022 Bonds*” means the Series 2022A Bonds, Series 2022B Bonds and the Series 2022C Bonds.

“*Series 2022A Bonds*” means “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A” authorized pursuant to the Master Indenture and the Twelfth Supplemental Trust Indenture dated as of August 1, 2022.

“*Series 2022A Costs of Issuance Fund*” means the fund by that name created pursuant to the Twelfth Supplemental Indenture and into which money shall be deposited to pay Costs of Issuance with respect to the Series 2022A Bonds.

“*Series 2022A Debt Service Fund*” means the fund by that name created pursuant to the Twelfth Supplemental Indenture and into which money shall be deposited to pay debt service on the Series 2022A Bonds.

“*Series 2022A Debt Service Reserve Account*” means the account by that name created in the Debt Service Reserve Fund pursuant to the Twelfth Supplemental Indenture.

“*Series 2022A Rebate Fund*” means the fund by that name created and maintained pursuant to the Twelfth Supplemental Indenture and to which any earning which are subject to a federal tax or rebate requirements, as provided in the Tax Certificate, will be deposited.

“*Series 2022B Bonds*” means “Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B” authorized pursuant to the Master Indenture and the Thirteenth Supplemental Trust Indenture dated as of August 1, 2022.

“*Series 2022B Costs of Issuance Fund*” means the fund by that name created pursuant to the Thirteenth Supplemental Indenture and into which money shall be deposited to pay Costs of Issuance with respect to the Series 2022B Bonds.

“*Series 2022B Debt Service Fund*” means the fund by that name created pursuant to the Thirteenth Supplemental Indenture and into which money shall be deposited to pay debt service on the Series 2022B Bonds.

“*Series 2022B Debt Service Reserve Account*” means the account by that name created in the Debt Service Reserve Fund pursuant to the Thirteenth Supplemental Indenture.

“*Series 2022B Rebate Fund*” means the fund by that name created and maintained pursuant to the Thirteenth Supplemental Indenture, and to which any earning which are subject to a federal tax or rebate requirements, as provided in the Tax Certificate, will be deposited.

“*Series 2022C Bonds*” means “Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C” authorized pursuant to the Master Indenture and the Fourteenth Supplemental Trust Indenture dated as of August 1, 2022.

“*Series 2022C Costs of Issuance Fund*” means the fund by that name created pursuant to the Fourteenth Supplemental Indenture and into which money shall be deposited to pay Costs of Issuance with respect to the Series 2022C Bonds.

“*Series 2022C Debt Service Fund*” means the fund by that name created pursuant to the Fourteenth Supplemental Indenture and into which money shall be deposited to pay debt service on the Series 2022C Bonds.

“*Series 2022C Debt Service Reserve Account*” means the account by that name created in the Debt Service Reserve Fund pursuant to the Fourteenth Supplemental Indenture.

“*Series 2022C Rebate Fund*” means the fund by that name created and maintained pursuant to the Fourteenth Supplemental Indenture, and to which any earning which are subject to a federal tax or rebate requirements, as provided in the Tax Certificate, will be deposited.

“*Series 2022A Bond Insurance Policy*” means the municipal bond insurance policy issued by the Series 2022A Bond Insurer insuring, as provided therein, the payment when due of the principal of and interest on the Series 2022A Insured Bonds.

“*Series 2022B Bond Insurance Policy*” means the municipal bond insurance policy issued by the Series 2022B Bond Insurer insuring, as provided therein, the payment when due of the principal of and interest on the Series 2022B Insured Bonds.

“*Series 2022C Bond Insurance Policy*” means the municipal bond insurance policy issued by the Series 2022C Bond Insurer insuring, as provided therein, the payment when due of the principal of and interest on the Series 2022C Insured Bonds.

[“*Series 2022_Insured Bonds*” means the Series 2022_Bonds maturing on October 1, ____ and bearing interest at ____%, October 1, ____ and bearing interest at ____%, October 1, ____ and bearing interest at ____% and yielding ____%, October 1, ____ and bearing interest at ____%, October 1, ____ and bearing interest at ____% and yielding ____%, October 1, ____ and bearing interest at ____% and October 1, ____ and bearing interest at ____% and yielding ____%.]

“*Seventh Supplemental Indenture*” means the Seventh Supplemental Trust Indenture dated as of February 1, 2004, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Shortfall Advances*” means the payments by that name more particularly defined and described in the Operating Agreement which the Ports are obligated to pay to the Authority pursuant to the Operating Agreement.

“*Sixth Supplemental Indenture*” means the Sixth Supplemental Trust Indenture dated as of February 1, 2004, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Standard & Poor’s*” means Standard & Poor’s Ratings Services, a Division of The McGraw Hill Companies, Inc., its successors and assigns.

“*Substantial Completion*” shall have the meaning ascribed to such term in the Operating Agreement. The Authority shall certify in writing to the Trustee the date of Substantial Completion at the time Substantial Completion occurs.

“*Supplemental Indenture*” means any document supplementing or amending the Master Indenture or providing for the issuance of Bonds and entered into as provided in the Master Indenture.

“*Swap*” means any financial arrangement in effect or to be in effect between the Authority and a Swap Provider which arrangement provides, with respect to certain designated Bonds that each of the parties shall pay to the other an amount or amounts calculated as if such amount were interest accruing during the term of the arrangement at a specified rate (whether fixed or a variable rate or measured against some other rate) on the designated indebtedness, and payable from time to time or at a designated time or times. The Bond Insurer for the Series 2004 Bonds and the Series 1999 Bonds shall have the right to approve any Swap applicable to a Series of Bonds that it insures.

“*Swap Provider*” means the provider of a Swap pursuant to a contract that is rated in one of the two highest rating categories therefor.

“*Synthetic Fixed Rate Debt*” means Variable Rate Indebtedness issued by the Authority which: (i) is combined with a Swap that creates a substantially fixed-rate maturity or maturities for a term not exceeding such maturity or maturities, or (ii) consists of an arrangement in which two inversely related variable-rate securities are issued in equal principal amounts with interest based on off-setting indices resulting in a combined payment which is economically equivalent to a fixed rate.

“*Tax Certificate*” means the [Tax and Nonarbitrage Certificate] executed by the Authority, dated the date of issuance of the Series 2022A Bonds.

“*Tax Exempt Bonds*” means any Bonds the interest on which is excluded from gross income for federal income tax purposes under the Code.

“*Tender Indebtedness*” means any Bonds or portions of Bonds a feature of which is an option, on the part of the Bondholders, or an obligation, under the terms of such Bonds, to tender all or a portion of such Bonds to the Authority, a Paying Agent or other fiduciary or agent for payment or purchase and requiring that such Bonds or portions of Bonds be purchased if properly presented.

“*Tenth Supplemental Indenture*” means the Tenth Supplemental Trust Indenture dated as of May 1, 2016, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Term Bonds*” means Bonds payable at or before their specified maturity date or dates from Mandatory Sinking Account Payments established for that purpose and calculated to retire such Bonds on or before their specified maturity date or dates.

“*Third Supplemental Indenture*” means the Third Supplemental Trust Indenture dated as of January 1, 1999, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Thirteenth Supplemental Indenture*” means the Eleventh Supplemental Trust Indenture dated as of August 1, 2022, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Trust Estate*” means all of the moneys and rights described as such in the Granting Clause of the Master Indenture.

“*Trustee*” means U.S. Bank Trust Company, National Association (as successor in trust to U.S. Bank National Association), until a successor replaces it and, thereafter, means such successor.

“*Twelfth Supplemental Indenture*” means the Twelfth Supplemental Trust Indenture dated as of August 1, 2022, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Underwriter*” shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

“*United States Obligations*” means direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America. “United States Obligations” shall include any stripped interest or principal portion of United States Treasury securities and any stripped interest portion of Resolution Trust Corporation securities.

“*Use Fees*” means the fees by that name more particularly defined and described in the Operating Agreement which the Railroads are obligated to pay to the Authority as set forth in the Operating Agreement.

“*Variable Rate Indebtedness*” means any Bond or Bonds the interest rate on which is not, at the time in question, fixed to maturity. Variable Rate Indebtedness shall include Bonds which bear a fixed rate of interest and which are combined with a Swap that creates an interest rate for the payment of such Bonds that is not fixed to maturity.

The Master Indenture

The following is a summary of certain provisions of the Master Indenture. Such summary is only a brief description of limited provisions of such document and is qualified in its entirety by reference to the full text of the Master Indenture.

Granting Clause; Pledge of Revenues

To secure the payment of the interest, principal or Accreted Value and premium, if any, on the Bonds and the Federal Loan and the performance and observance by the Authority of all the covenants, agreements and conditions expressed or implied in the Master Indenture or contained in the Bonds, the Authority pledges the Revenues and assigns to the Trustee and grants to the Trustee for the benefit of the owners of the Bonds and the Federal Lender, liens on and security interests in all right, title and interest of the Authority in and to all moneys, instruments, and rights to which the Authority is entitled relating to the Project and to the construction, use or operation thereof, including the following (all of which collectively shall be deemed to be the “Trust Estate” under the Master Indenture): (a) the Revenues, subject to application as provided in the Master Indenture, (b) with respect to the Federal Lender, moneys and securities held in the Federal Loan Fund, and with respect to the owners of any Bonds, all moneys and securities held from time to time by the Trustee or any Paying Agent in the funds or accounts held thereunder or in any funds and accounts created pursuant to a Supplemental Indenture (other than any Rebate Fund), (c) earnings on amounts included in provisions (a) and (b) above, (d) the Authority’s rights to payment or otherwise under the Operating Agreement, the Permit, the Design-Build Contract and other contracts, agreements, memoranda of understanding, instruments, documents, payment or performance bonds and insurance policies relating to the Project or to the construction, use or operation thereof, (e) any liquidated or actual damages or insurance proceeds received by the Authority from any source pursuant to the Operating Agreement (including the Ports or the Railroads) or otherwise arising from the Project or the construction, use or operation thereof, (f) Net Proceeds, (g) the proceeds of

any business interruption insurance or other insurance relating to the Project or the construction, use or operation thereof, and (h) any and all other funds, assets, rights, properties or interests therein, which may from time to time hereafter be pledged or assigned to the Trustee as additional security thereunder, which liens and security interests shall be (i) a first and senior priority for the benefit of the owners of the Senior Lien Bonds, (ii) a second priority for the benefit of the Federal Lender, (iii) a third priority for the benefit of the owners of the First Subordinate Lien Bonds, and (iv) a fourth priority for the benefit of the owners of the Second Subordinate Lien Bonds; but provided that funds deposited in the M & O Fund and funds in the Reserve Account shall not be pledged to or secure payment of the Bonds or the Federal Loan. Any additional security, including any Credit Facility, provided for specific Bonds or a specific Series of Bonds may, as provided by a Supplemental Indenture, secure only such specific Bonds or Series of Bonds and, therefore, shall not be included as security for all Bonds under the Master Indenture, and moneys and securities held in trust as provided in the Master Indenture exclusively for Bonds which have become due and payable and moneys and securities which are held exclusively to pay Bonds which are deemed to have been paid under the Master Indenture relating to defeasance of the Bonds shall be held solely for the payment of such specific Bonds.

Assignment of Moneys and Rights

The Authority assigns, and transfers to the Trustee, without recourse, all of its rights in the Trust Estate and any other rights or remedies granted to the Authority, including, without limitation, rights and remedies against the Ports and the Railroads, provided that the Trustee's exercise of any rights and remedies under the Operating Agreement shall not impair either of the Railroad's rights to use the Rail Corridor, so long as such Railroad continues to pay Use Fees, Container Charges, M & O Charges and other amounts owed by such Railroad under the Operating Agreement.

Bonds Secured by Pledge and Lien on Revenues

The Senior Lien Bonds shall be secured by a pledge of Revenues and a first lien on the Trust Estate. The Authority represents and states that it has not previously created any pledge, charge or lien on or any security interest in the Trust Estate prior to or on a parity with the lien on the Senior Lien Bonds, and the Authority covenants that, until all the Senior Lien Bonds authorized and issued under the provisions of the Master Indenture and the interest thereon shall have been paid or are deemed to have been paid, it will not, except as specifically provided in the Master Indenture, grant any prior or parity pledge of or any lien on or security interest in the Trust Estate or any of the other security which is pledged or given pursuant to the Granting Clause of the Master Indenture, or create or permit to be created any charge or lien thereon or any security interest therein ranking prior to or on a parity with the charge or lien of the Senior Lien Bonds from time to time Outstanding under the Master Indenture.

The First Subordinate Lien Bonds shall be junior and subordinate in all respects to the Senior Lien Bonds and shall be secured by a pledge of Revenues and shall be secured by and have a priority with respect to the Trust Estate as is set forth in the Granting Clause of the Master Indenture. The Authority covenants that except as provided in the Master Indenture, until all of the First Subordinate Lien Bonds authorized and issued under the Master Indenture and the interest thereon shall have been paid or are deemed to have been paid, it will not grant any prior or parity pledge or lien on or security interest in the Trust Estate of the same priority level for the First Subordinate Lien Bonds as is set forth in the Granting Clause of the Master Indenture.

The Second Subordinate Lien Bonds shall be junior and subordinate in all respects to the Senior Lien Bonds and the First Subordinate Lien Bonds and shall be secured by a pledge of Revenues and shall be secured by and have a priority with respect to the lien on the Trust Estate as is set forth in the Granting Clause of the Master Indenture. The Authority covenants that except as provided in the Master Indenture, until all of the Second Subordinate Lien Bonds authorized and issued under the Master Indenture and the interest thereon shall have been paid or are deemed to have been paid, it will not grant any prior or parity pledge or lien on or security interest in the Trust Estate of the same priority level for Second Subordinate Lien Bonds as is set forth in the Granting Clause of the Master Indenture.

Establishment of Funds and Accounts under the Master Indenture

The Master Indenture establishes a Revenue Fund, a Reserve Account, an M & O Fund, a Federal Loan Fund and a Debt Service Reserve Fund, consisting of a Debt Service Reserve Account for each Series of Bonds to be established pursuant to the Supplemental Indenture for such Series. The Master Indenture further provides that at the time of the issuance of any Series of Bonds which are to be used to pay Costs of the Project, there shall be created a Construction Fund for such Series pursuant to the Supplemental Indenture.

The Master Indenture provides that at the time of the issuance of each Series of Bonds, the Authority shall create a Debt Service Fund for such Series and within each such Debt Service Fund an Interest Payment Account and a Principal Payment Account, all of which shall be maintained, disbursed and accounted for in accordance with the provisions of the Master Indenture. The Master Indenture permits the Authority, at the time of issuance of each Series of Bonds, to create a Capitalized Interest Fund for the applicable Series, which shall be maintained, disbursed and accounted for in accordance with the Supplemental Indenture providing for the issuance of such Series of Bonds. Each Debt Service Fund and Capitalized Interest Fund shall be held by the Trustee. In addition, to provide for the redemption of any Bonds which are subject to optional or mandatory redemption, including Mandatory Sinking Account Payments, the Trustee or a Paying Agent, as applicable, shall, if required in the applicable Supplemental Indenture, establish within each Debt Service Fund it holds an account designated the “Redemption

Account” which shall be maintained, disbursed and accounted for in accordance with the provisions of the Master Indenture. The Master Indenture also permits the establishment of additional funds, accounts and subaccounts for a particular Series of Bonds pursuant to the Supplemental Indenture.

Deposits into Debt Service Funds; Withdrawals from Debt Service Funds

The Trustee shall, at least ten Business Days prior to each Principal Payment Date or Interest Payment Date on any Current Interest Bonds, or as otherwise directed in any Supplemental Indenture, give the Authorized Authority Representative notice by telephone, promptly confirmed in writing, of the full amount required to be deposited with the Trustee to pay the amount required to be paid on such Principal Payment Date or Interest Payment Date in respect of such Bonds, if the amount then on deposit in the respective Debt Service Fund therefor is insufficient to pay the amounts due on such Bonds on such Principal Payment Date or Interest Payment Date. If, on any Principal Payment Date or Interest Payment Date, the Trustee does not have sufficient amounts in the Debt Service Funds (without regard to any amounts which may be available in the respective Debt Service Reserve Accounts) to pay in full with respect to Bonds of all Series of the same priority all amounts of principal and/or interest or the Final Compounded Amount due on such date, the Trustee shall allocate the total amount which is available to make payment on such date (without regard to any amounts in the respective Debt Service Reserve Account) as follows: first to the payment of past due interest on Bonds of any Series of the same priority, in the order in which such interest came due, then to the payment of past due principal on Bonds of any Series of the same priority, in the order in which such principal came due, then to the payment of interest then due and payable on the Bonds of each Series of the same priority due on such payment date and, if the amount available shall not be sufficient to pay in full all interest on the Bonds of the same priority then due, then *pro rata* among the Series of the same priority according to the amount of interest then due and second to the payment of principal and the Final Compounded Amount then due on the Bonds and, if the amount available shall not be sufficient to pay in full all principal and the Final Compounded Amount on the Bonds then due, then *pro rata* among the Series according to the principal amount and the Final Compounded Amount then due on the Bonds.

On or before each Interest Payment Date for any Outstanding Series of Current Interest Bonds, the Trustee shall transfer from the Debt Service Fund to the Interest Account for such Series an amount which, together with amounts on deposit therein and available for such purpose, is sufficient to make the interest payment due on such Current Interest Bonds on such Interest Payment Date. On or before each Principal Payment Date for any Outstanding Series of Bonds, including any mandatory redemption date from Mandatory Sinking Account Payments for Term Bonds of a Series of Bonds, the Trustee shall transfer from the Debt Service Fund to the Principal Account for such Series an amount which, together with amounts on deposit therein and available for such purpose, is sufficient to make the principal or the Final Compounded Amount payment due on such Bonds on such Payment Date.

On or before each date on which Bonds of any Series shall become subject to optional or mandatory redemption (other than from Mandatory Sinking Account Payments) in accordance with the provisions of any Supplemental Indenture, the Trustee shall pay the principal and Accreted Value of, redemption premium, if any, and interest on each Series of Bonds on the redemption dates therefor as established under the applicable Supplemental Indenture. All money remaining in a Debt Service Fund on the final payment or maturity date for a Series of Bonds, in excess of the amount required to make provisions for the payment in full of principal or Accreted Value of, redemption premium, if any, and interest payable on such Bonds or the payment of amounts required to be rebated, pursuant to the Code, to the United States of America with respect such Bonds, shall be deposited in the Revenue Fund.

No deposit need be made into the respective Debt Service Fund for any Series of Bonds if (i) and to the extent there shall be moneys on deposit in the Interest Account or the related Capitalized Interest Fund from the proceeds of the corresponding Series of Bonds reserved as capitalized interest to be used to pay interest thereon on the next Interest

Payment Date, and (ii) the amount contained therein is at least equal to the estimated interest to become due and payable on the Interest Payment Dates falling within the next six months upon such Series of Bonds then Outstanding, and (iii) there shall be in such Debt Service Fund moneys sufficient to pay the principal and Final Compounded Amount of such Series of Bonds then Outstanding and maturing by their terms or subject to mandatory redemption within the next twelve months.

Debt Service Reserve Fund

Each Supplemental Indenture providing for the issuance of a Series of Bonds shall require as a condition of issuance that an amount and/or a Debt Service Reserve Surety Policy be deposited in the Debt Service Reserve Account for such Series so that, together with any Debt Service Reserve Surety Policy, the amount on deposit in such Debt Service Reserve Account will be equal to the Debt Service Reserve Requirement for such Series. Any cash to be deposited in a Debt Service Reserve Account may be derived from proceeds of the related Series of Bonds or any other legally available source of funds. Moneys held in each Debt Service Reserve Account and any subaccounts therein shall be used for the purpose of paying principal and interest or the Final Compounded Amount on Outstanding Bonds of the related Series of Bonds.

A Debt Service Reserve Surety Policy shall be acceptable in lieu of a deposit of cash or securities into a Debt Service Reserve Account, or may be substituted for amounts on deposit in a Debt Service Reserve Account, only if at the time of such deposit (i) such Debt Service Reserve Surety Policy extends to the maturity of the related Series of Bonds, or if the Authority has agreed by Supplemental Indenture that it will replace such Debt Service Reserve Surety Policy prior to its expiration with another Debt Service Reserve Surety Policy which shall have no adverse effect on the ratings, if any, then in effect on the Bonds, or with cash; (ii) the face amount of the Debt Service Reserve Surety Policy, together with amounts on deposit in the Debt Service Reserve Account, including the face amount of any other Debt Service Reserve Surety Policy benefiting such account, is at least equal to the Debt Service Reserve Requirement for the related Series of Bonds; and (iii) the Bond Insurer for the Series 1999 Bonds consents to the provider of any Debt Service Reserve Surety Policy for any Series 1999 Bonds that it insures.

Moneys held in each Debt Service Reserve Account shall be used for the purpose of paying the Final Compounded Amount of, and principal of and interest (including Mandatory Sinking Account Payments for any Current Interest Bonds or any Capital Appreciation Bonds) on the related Series of Bonds as follows. If, on any Principal or Interest Payment Date for any Current Interest Bonds or the date on which the Final Compounded Amount is due for any Capital Appreciation Bonds, the amounts in the related Debt Service Fund available therefor are insufficient to pay in full the amount then due on such Bonds, moneys held in the related Debt Service Reserve Account shall be used and withdrawn by the Trustee for the payment of the Final Compounded Amount, and principal and interest then due and payable thereon. If amounts in a Debt Service Reserve Account consist of both cash and one or more Debt Service Reserve Surety Policies, the Trustee shall make any required payments from amounts in such Debt Service Reserve Account first from any cash held or invested in such Debt Service Reserve Account, prior to making a draw upon any such Debt Service Reserve Surety Policies. In addition, any moneys in a Debt Service Reserve Account may be used to repay a Debt Service Reserve Surety Repayment Obligation.

The Trustee shall annually, prior to October 1 of each year and at such other times as the Authority shall request, value the Debt Service Reserve Fund (including the separate Debt Service Reserve Accounts therein) on the basis of the current market value thereof, provided that cash investments shall be marked to market. For purposes of determining the amounts on deposit in the Debt Service Reserve Fund, any Debt Service Reserve Surety Policy held by, or the benefit of which is available to, the Trustee in connection with any Debt Service Reserve Account shall be deemed to be a deposit in the face amount of the Debt Service Reserve Surety Policy or the stated amount of the Debt Service Reserve Surety Policy, provided, that, if the amount available under a Debt Service Reserve Surety Policy has been reduced as a result of a payment having been made thereunder or as a result of the termination, cancellation or failure of such Debt Service Reserve Surety Policy and not reinstated or another Debt Service Reserve Surety Policy provided, then, in valuing the relevant Debt Service Reserve Account, the value of such Debt Service Reserve Surety Policy shall be reduced accordingly. Upon each such valuation, the Trustee shall prepare a written certificate setting forth the Debt Service Reserve Requirement for each Debt Service Reserve Account as of such valuation date and the value of each Debt Service Reserve Account and deliver a copy thereof to the Authority. If, upon any valuation of the Debt Service Reserve Accounts, the value of any Debt Service Reserve Account exceeds the Debt Service Reserve Requirement for the corresponding Series of Bonds then Outstanding, the amount in excess of the Debt Service Reserve Requirement may upon the written election of the Authority, be deposited in the corresponding Debt Service Fund for the related Series of Bonds, unless an Event of Default exists under the Indenture, in which event the excess

amount shall be retained in such Debt Service Reserve Account. If, upon any valuation of a Debt Service Reserve Account at cost value, the value is less than the applicable Debt Service Reserve Requirement, the Authority shall replenish such amounts within twelve (12) months after the date of such valuation, in accordance with the provisions of the Master Indenture described in paragraphs SECOND, SIXTH and NINTH of the Flow of Funds.

Any moneys in the Debt Service Reserve Fund shall be invested and reinvested by the Trustee at the written direction of an Authorized Authority Representative in Permitted Investments. Investments in the Debt Service Reserve Fund shall not have maturities that extend beyond ten years from the date of the investment (except for investment agreements with respect to a Debt Service Reserve Account in excess of the corresponding Debt Service Reserve Requirement which are approved by the Bond Insurer (if any) for the related series of Bonds so long as the related Bond Insurance Policy issued by such Bond Insurer is in effect); provided that no such investment in any Debt Service Reserve Account may have a maturity in excess of the final maturity date of the related Series of Bonds. Earnings on each Debt Service Reserve Account, to the extent not required to be transferred to a Rebate Fund, shall be (i) transferred to the respective Capitalized Interest Fund for the related Series of Bonds or (ii) transferred to the Debt Service Fund for such Series of Bonds to be applied as a credit against the Authority's obligation to make its next interest payments; in each case only if no amount has been withdrawn from the related Debt Service Reserve Account as a result of a prior deficiency in any Debt Service Fund and such withdrawal has not been repaid.

All money remaining in the Debt Service Reserve Account on the final payment date of the related Series of Bonds in excess of the amount required to make provisions for the payment in full of the interest and/or the principal or Final Compounded Amount of all such Bonds shall be transferred to the Revenue Fund.

Receipt and Deposit of Revenues; Payments from Revenue Fund

The Authority covenants and agrees that so long as any Bonds are Outstanding, all Revenues shall be paid by the Railroads, the Ports or any third parties directly to the Trustee and deposited pursuant to in the Revenue Fund and shall, immediately upon receipt thereof, become subject to the lien thereon and pledge of the Master Indenture. Such sums shall be set aside through transfers or payments from the Revenue Fund and made by the Trustee at such times and subject to the limitations set forth below in the order of priority described previously in this Official Statement (for purposes of this SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS, the "Flow of Revenue Funds"). See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS-Flow of Funds" in the front of this Official Statement.

With respect to the Revenue Fund, the Master Indenture provides that promptly after the end of each Bond Year following Substantial Completion the Authority shall perform a final accounting of the Revenues paid from the Flow of Revenue Funds and shall prepare a projection of the Revenues to be available during the ensuing Bond Year to make the payments required pursuant to FIRST through TWELFTH of the Flow of Revenue Funds, calculated by the Authority in accordance with the Master Indenture and generally accepted accounting principles (the "Annual Accounting"). If the Authority determines that there are Revenues from Use Fees and Container Charges remaining at the end of the Bond Year then ended, after payment of the amounts required pursuant to FIRST through TWELFTH of the Flow of Revenue Funds (the "Existing Excess Revenues"), the Authority shall make provision from the Existing Excess Revenues for any payments due with respect to FIRST through TWELFTH during the commencing Bond Year that are not anticipated to be covered by Use Fees and Container Charges during such Bond Year, based upon the projection contained in the applicable Annual Accounting, and thereafter any Existing Excess Revenues shall be applied to the extent of Existing Excess Revenues first to pay the amounts then outstanding pursuant to THIRTEENTH, FOURTEENTH, FIFTEENTH and SIXTEENTH of the Flow of Revenue Funds, applicable to the Bond Year that then ended.

Nothing in the Master Indenture shall preclude the Authority from making the payments described in subparagraphs FIRST through SEVENTEENTH of the Flow of Revenue Funds from sources other than Revenues. In addition, Revenues derived from Shortfall Advances shall be applied only to make the payments required in Paragraphs FIRST through TENTH of the Flow of Revenue Funds.

Debt Service Payment Requirement and Debt Service Reserve Fund Replenishment Payments for Senior Lien Bonds

The timing of certain debt service payments for the Senior Lien Bonds and the timing of the payments to replenish the Debt Service Reserve Accounts and to pay any Debt Service Reserve Surety Repayment Obligations for Senior Lien Bonds are governed by the definitions set forth in the following two paragraphs. The timing of the debt service payments for the First Subordinate Lien Bonds and the Second Subordinate Lien Bonds and the timing of the

payments to replenish the Debt Service Reserve Accounts and to pay any Debt Service Reserve Surety Repayment Obligations for First Subordinate Lien Bonds or Second Subordinate Lien Bonds is provided for in the Flow of Revenue Funds as previously described in this Official Statement. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS-Flow of Funds” in this Official Statement.

The “Debt Service Payment Requirement” for the Senior Lien Bonds shall be the amounts consisting of (A)(i) with respect to the Outstanding Current Interest Senior Lien Bonds (except for Senior Lien Bonds constituting Variable Rate Indebtedness) one sixth (1/6) of such amounts as shall be sufficient, if deposited, on a monthly *pro rata* basis to pay the aggregate amount of interest becoming due and payable on the next Interest Payment Date for all such Outstanding Current Interest Senior Lien Bonds (excluding any interest for which there are moneys deposited in the Debt Service Funds or Capitalized Interest Funds from the proceeds of Senior Lien Bonds or other source and reserved as capitalized interest to pay such interest until the next Interest Payment Date), until the requisite amount of interest becoming due on the next Interest Payment Date on all such Outstanding Current Interest Senior Lien Bonds (except for such Senior Lien Bonds constituting Variable Rate Indebtedness) is on deposit in such account, and (ii) the aggregate amount of interest, estimated by an Authorized Authority Representative in his or her reasonable judgment, to accrue during that month on the Outstanding Variable Rate Indebtedness of such Senior Lien Bonds; provided, however, that the amounts of such deposits into the Debt Service Funds for any month may be reduced by the amount by which the deposit in the prior month for interest estimated to accrue on Outstanding Variable Rate Indebtedness of Senior Lien Bonds exceeded the actual amount of interest accrued during that month on said Outstanding Variable Rate Indebtedness of Senior Lien Bonds and further provided that the amounts of such respective deposits into the Debt Service Funds for any month shall be increased by the amount by which the respective deposits in the prior month for interest estimated to accrue on Outstanding Variable Rate Indebtedness of Senior Lien Bonds was less than the actual amounts of interest accrued during that month on said Outstanding Variable Rate Indebtedness of Senior Lien Bonds, and (B)(i) one-sixth (1/6) of the aggregate semi-annual amount of any Senior Lien Bond becoming due and payable on Outstanding Senior Lien Bonds having semi-annual maturity dates or semi-annual Mandatory Sinking Account Payments due within the next six months, plus (ii) one-twelfth (1/12) of the aggregate yearly amount of any Senior Lien Bond to become due and payable on the Outstanding Senior Lien Bonds having annual maturity dates or annual Mandatory Sinking Account Payments due within the next twelve months; provided that if the Board irrevocably determines by resolution that any principal payments on the Senior Lien Bonds shall be refunded on or prior to their respective due dates or paid from amounts on deposit in a Debt Service Reserve Account established and maintained for any Series of Senior Lien Bonds, no amounts need be set aside toward such principal to be so refunded or paid. If, during the twelve-month period (or six month period with respect to such Senior Lien Bonds having semi-annual Mandatory Sinking Account Payments) immediately preceding a Mandatory Sinking Account Payment date, the Authority has purchased Term Bonds of such Series and maturity subject to such Mandatory Sinking Account Payment with moneys in the Debt Service Funds or, during said period and prior to giving said notice of redemption, Term Bonds of such Series of Senior Lien Bonds and maturity have been deposited with the Trustee or fiscal agent for such Senior Lien Bonds for cancellation, or Term Bonds of such Series of Senior Lien Bonds and maturity were at any time purchased or redeemed (other than from Mandatory Sinking Account Payments) by the Trustee or fiscal agent for such Series of Senior Lien Bonds from the Redemption Fund, such Term Bonds so purchased or deposited or redeemed shall be applied, to the extent of the full principal amount thereof, to reduce amounts required to be deposited in the Debt Service Funds. All Term Bonds purchased from the Debt Service Funds or deposited by the Authority with the Trustee or Paying Agent for such Series of Senior Lien Bonds shall be allocated first to the next succeeding Mandatory Sinking Account Payment for such Series of Senior Lien Bonds and maturity of Term Bonds, then as a credit against such future Mandatory Sinking Account Payments for such Series of Senior Lien Bonds and maturity of Term Bonds as may be specified in a written instruction of the Authority. All Term Bonds redeemed by the Trustee or Paying Agent for such Series of Senior Lien Bonds from amounts in the Redemption Fund shall be credited to such future Mandatory Sinking Account Payments for such Series of Senior Lien Bonds and maturity of Term Bonds as may be specified in a written request of the Authority.

The “Debt Service Reserve Fund Replenishment Payment” for Senior Lien Bonds shall be (i) one-twelfth (1/12th) of the aggregate amount of each unreplenished prior withdrawal of moneys from such Debt Service Reserve Account(s) until the balance in such Debt Service Reserve Account(s) is at least equal to the applicable Debt Service Reserve Requirement and (ii) one-twelfth (1/12) of any Debt Service Reserve Surety Repayment Obligation until the aggregate amount of such Debt Service Reserve Surety Repayment Obligation is fully repaid. Such Debt Service Reserve Fund Replenishment Payments shall first be applied to pay any Debt Service Reserve Surety Repayment Obligation until all such Debt Service Reserve Surety Repayment Obligations have been repaid, and then to make deposits of moneys into the Debt Service Reserve Accounts established for the Senior Lien Bonds. If there shall be a

deficiency of moneys available to make Debt Service Reserve Fund Replenishment Payments, then available moneys shall be applied on a pro rata basis with respect to each Debt Service Reserve Account.

Money set aside and placed in the Debt Service Funds for the Bonds shall remain therein until from time to time expended for the aforesaid purposes thereof and shall not be used for any other purpose whatsoever, except that any such money so set aside and placed in the Debt Service Funds may be temporarily invested as provided in the Master Indenture but such investment shall not affect the obligation of the Authority to cause the full amount required to be available in the Debt Service Funds at the time required to meet payments of the Accreted Value or principal of and interest on Bonds for which it is accumulated.

Other Funds and Accounts in the Master Indenture

The Reserve Account. Subject to the priorities for the application of Revenues set forth in the Master Indenture and the terms of the Operating Agreement, the Trustee shall transfer from available Revenues in the Revenue Fund, any amounts required to be transferred into the Reserve Account at the times specified pursuant to the Flow of Revenue Funds. No funds derived from Shortfall Advances shall be deposited in the Reserve Account. It is intended that the Reserve Account shall be a revolving fund such that the annual transfers into the Reserve Account shall be in an amount to meet the Reserve Account Target to the extent of available Revenues. Moneys in the Reserve Account shall be used and disbursed up to the amount available in the Reserve Account to pay the obligations specified in the Operating Agreement. The Trustee shall make payments or disbursements from the Reserve Account upon receipt from the Authority of a Requisition signed by an Authorized Authority Representative. The Reserve Account shall be funded over time in accordance with the Operating Agreement from the Use Fees and Container Charges remaining each year after payment of the amounts in paragraphs FIRST through TENTH of the Flow of Revenue Funds until the Reserve Account reaches (or is restored to) the then current Reserve Account Target. See “-USE AND OPERATING AGREEMENT” hereto for a description of the funding of and withdrawals from the Reserve Account.

Construction Funds. Each Construction Fund shall be held by the Trustee as provided in the Master Indenture and applicable Supplemental Indenture. All moneys in each Construction Fund shall be (i) held and disbursed to pay Costs of the Project pursuant to the Master Indenture or (ii) transferred to one or more Debt Service Funds for any Series of Bonds pursuant to written instructions of an Authorized Authority Representative. As a condition to any transfer from a Construction Fund to a Debt Service Fund there shall be provided to the Trustee an opinion of Bond Counsel to the effect that such transfer will not cause the interest on any Tax Exempt Bonds to be taxable for federal income tax purposes.

M & O Fund. The Authority shall cause the Railroads to pay directly to the Trustee for deposit in the M & O Fund all M & O Charges due under the Operating Agreement, as such amounts are certified to the Trustee by an Authorized Authority Representative. Such funds in the M & O Fund shall be applied at such times and in such amounts pursuant to Requisitions therefor as may be necessary to pay the annual costs of operating, maintaining and repairing the Rail Corridor and the Port-Owned Tracks (each as defined in the Operating Agreement), as such annual costs of the Project are more particularly identified and described in the Operating Agreement.

Federal Loan Fund. From funds deposited in the Federal Loan Fund, on each April 1 and October 1 after Substantial Completion, the Trustee shall make the principal and interest payment due on the Federal Loan as required by the Federal Loan Agreement. The amounts to be so paid shall be established pursuant to a certification signed by an Authorized Authority Representative.

Investments

Moneys held by the Trustee in the Debt Service Reserve Fund, the Debt Service Fund, the Construction Funds, the M & O Fund or any other fund or account established and held by the Trustee pursuant to the Master Indenture or any Supplemental Indenture (but not including the Reserve Account) shall be invested and reinvested as directed by the Authority in Permitted Investments, subject (except in the case of the Debt Service Reserve Fund as set forth in the Master Indenture) to any additional restrictions set forth in the Supplemental Indenture creating such fund or account. The Authority shall direct such investments by written certificate (upon which the Trustee may conclusively rely) of an Authorized Authority Representative or by telephone instruction followed by prompt written confirmation by an Authorized Authority Representative; in the absence of any such instructions, the Trustee shall, to the extent practicable, invest in money market funds composed of or secured by U.S. Treasury Securities and U.S. Government Agency securities which are Permitted Investments. Permitted Investments shall mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such funds and accounts. The Trustee shall sell and reduce to cash a sufficient amount of any such investments whenever the cash

balance in any such funds is insufficient to pay the amounts due therefrom. The Trustee shall not be liable for any loss resulting from its compliance with the written directions of the Authority or as a result of liquidating investments to provide funds for any required payment, transfer, withdrawal or disbursement from any fund or account in which such investments are held. The Trustee may buy or sell any Permitted Investment thereunder through its own (or any of its affiliates') investment department.

The Authority acknowledges in the Master Indenture that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority will not receive such confirmations to the extent permitted by law. The Trustee will furnish the Authority periodic statements showing all investment transactions made by the Trustee thereunder. The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee thereunder.

Earnings on the various funds and accounts created under any Supplemental Indenture shall be deposited as provided in such Supplemental Indenture, except that (i) during the continuation of an Event of Default earnings on such funds and accounts (to the extent not required to be deposited in any Rebate Fund) shall be deposited into the Debt Service Fund created under the respective Supplemental Indenture, and (ii) earnings on the Debt Service Reserve Accounts (to the extent not required to be deposited in a Rebate Fund) shall be applied as described in the Master Indenture.

Covenants of the Authority

Payment of Principal, Accreted Value and Interest. The Authority covenants and agrees that it shall duly and punctually pay or cause to be paid from the Trust Estate and to the extent thereof the principal or Accreted Value of, premium, if any, and interest on every Bond at the place and on the dates and in the manner set forth in the Master Indenture, in the applicable Supplemental Indenture and in the Bonds specified, according to the true intent and meaning thereof, and that it shall faithfully do and perform all covenants and agreements in the Master Indenture and in the Bonds contained, provided that the Authority's obligation to make payment of the principal or Accreted Value of, premium, if any, and interest on the Bonds shall be limited to payment from the Trust Estate and any other source which the Authority may specifically provide for such purpose, and further subject to the limitations and conditions set forth in the Master Indenture. No Bondholder shall have any right to enforce payment from any other funds of the Authority, the Ports or the Railroads.

Construction, Installation and Equipping of Project. Subject to the terms of the Design-Build Contract, the Permit and the Operating Agreement, the Authority shall construct, install and equip or cause to be constructed, installed and equipped, the Project with all practicable dispatch and such construction, installation and equipping shall be made in an expeditious manner and in conformity with the law so as to complete the same as soon as possible.

Maintenance and Operation of Project. Subject to the terms of the Permit and the Operating Agreement, the Authority shall maintain and preserve or cause to be maintained and preserved the Project in good order, condition and repair at all times and shall cause the Project to be operating as a fully equipped and operational rail corridor. Furthermore, the Authority shall operate the Project or cause the Project to be operated so that in no event shall more than 20% of the cargo transported by the Railroads on the Rail Corridor (as defined in the Operating Agreement) in any year move to or from facilities which are not included within the meaning of "port facilities" under Section 142(a)(2) of the Code.

Compliance with Documents; Collection of Revenues. For so long as any Bonds are Outstanding pursuant to their terms:

(a) each of the Authority and the Trustee shall at all times maintain and diligently enforce all their respective rights under the Operating Agreement, the Permit, the Master Indenture, any Supplemental Indenture, the Federal Loan Agreement and all other contracts, instruments and other items in the Trust Estate (subject to and consistent with the assignment of certain rights to the Trustee set forth in the Master Indenture), and shall, subject to the terms of the Master Indenture, promptly, assist in the collection of and prosecute the collection of all receipts, earnings and revenues to which the Authority is entitled to under all of the same and shall promptly and diligently enforce its rights against the Railroads, the Federal Lender, the Ports or other person who does not pay such receipts, earnings and revenues as they become due under all of the same;

(b) the Authority shall not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would

or might substantially impair or materially adversely affect the liens on or security interests in the Trust Estate or would substantially impair or materially adversely affect in any manner the pledge of Revenues or the liens on or security interests granted in the Trust Estate or the rights of the Bondholders or the Federal Lender; and

(c) the Authority will not alter or modify or agree or consent to alter or modify the Operating Agreement or the Permit unless, it first obtains (i) an opinion of counsel or an opinion of an expert that such proposed amendment will not result in a material impairment of such Bondholders' security for their Bonds or an impairment of the rights of the Federal Lender under the Federal Loan Agreement and provides such opinion to the Trustee; provided, however, that no such opinion is required if the consent of the applicable Bondholders or the Federal Lender, as applicable, is first obtained in accordance with the Master Indenture; and (ii) the consent of the Bond Insurer for the Series 1999 Bonds only with respect to any proposed amendment that would result in a material impairment of the security for the applicable Series of Bonds or materially adversely affect such Bond Insurer's obligations under any Bonds Insurance Policy for the Series 1999 Bonds.

Payment of Claims. In accordance with the terms of the Design-Build Contract, the Permit and the Operating Agreement, and the other contracts and agreements, as applicable, the Authority shall pay and discharge or cause to be paid and discharged any and all lawful claims for labor, materials or supplies which, if unpaid, might become a charge or lien upon the Project or the Trust Estate or any part thereof or which might impair the security of the Bonds or the Federal Loan.

Against Encumbrances. The Authority shall not make any pledge of or place any charge or lien upon the Project or any part thereof or upon the Trust Estate, and, except as provided in the Master Indenture, shall not issue any bonds, notes or obligations payable from Revenues and secured by a pledge of or charge or lien upon Revenues senior or equal to the pledge, charge and liens thereon in favor of the Bonds.

Against Sale or Other Disposition of Project. Except for the purpose of paying the principal or, Accreted Value of, premium (if any) on and interest on the Bonds, the Authority shall not encumber, sell or otherwise dispose of the Project or any part thereof essential to its proper operation or to the maintenance of Revenues. The Authority shall not enter into any agreement which impairs the operation of the Project or any part thereof necessary to secure adequate Revenues for the payment of the interest on, premium (if any) on and principal or Accreted Value of the Bonds, or which would otherwise impair the rights of the holders of the Bonds with respect to Revenues.

Tax Covenant. With respect to the Tax-Exempt Senior Lien Bonds, the Tax-Exempt Subordinate Lien Bonds and any other Bonds issued under the Master Indenture the interest on which is excluded from gross income for federal income tax purposes, the Authority covenants that it shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest payable with respect to such Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the Authority agrees to comply with the provisions of the Tax Certificate (as defined in any Supplemental Indenture relating to such Bonds). This covenant shall survive payment in full or defeasance of such Bonds.

Insurance; Application of Insurance Proceeds

(a) Insurance Following Substantial Completion. Not later than the date of Substantial Completion, the Authority shall obtain or cause to be obtained and shall continuously keep in force for so long as any Bonds are Outstanding the following insurance with respect to the Project:

(i) Property Insurance. The Authority shall maintain or cause to be maintained a policy or policies of property insurance on the Project insuring against loss or damage by fire, lightning, explosion, windstorm, riot, aircraft, vehicle damage, smoke, vandalism and malicious mischief and such other perils as are normally covered by such policies. The Authority shall also obtain coverage protecting against loss or damage by flood and earthquake (if and only to the extent available on the open market from reputable insurance companies at a reasonable cost). Such policy or policies shall have limits of not less than the lesser of (i) maximum probable loss with respect to the Project as determined by Independent insurance consultant; or (ii) the principal amount of all Bonds then Outstanding plus the unpaid balance on the Federal Loan. Each such policy shall contain a clause making all losses payable to the Trustee and the Authority as their interests may appear, and all proceeds thereof shall be paid to the Trustee for the purpose of repairing or replacing the damaged property or redeeming Outstanding Bonds as provided in the Master Indenture. Each such policy shall name the Ports as additional insureds.

(ii) Liability Insurance. The Authority shall maintain or cause to be maintained a commercial general liability insurance policy or policies to protect the Authority, the Trustee and the officers, agents and

employees of each from liability for damages from bodily injury or property damage caused by or arising from the acts or omissions of such parties or occasioned by reason of the construction, condition or operation of the Project with limits of not less than twenty-five million dollars (\$25,000,000) per occurrence. The commercial general liability insurance policy or policies may be subject to deductible clauses customary for such types of insurance policies. As an alternative to obtaining the insurance required by this subsection (b)(ii), the Authority may provide other kinds of insurance or methods or plans of protection including self-insurance, provided that any such alternative is approved by an Independent insurance consultant. Each such policy shall name the Ports as additional insureds.

(iii) **Business Interruption Coverage.** The Authority shall maintain or cause to be maintained business interruption insurance to cover loss, total or partial, of the use of the Project as a result of any of the hazards covered by the casualty insurance required by subsection (a) above in an amount not less than the total Debt Service payable on all Outstanding Bonds for any period of one (1) year following Substantial Completion. Each such policy may be subject to a deductible clause in an amount customary and reasonable for such policies; provided, however, in no event shall any such deductible exceed the limit set forth in the Operating Agreement. Each such policy shall be in a form reasonably satisfactory to the Trustee and shall contain a clause making all losses payable to the Trustee. Any proceeds of such insurance shall be paid to the Trustee and deposited in the respective Debt Service Funds to be applied in accordance with the Master Indenture. Each such policy shall name the Ports as additional insureds.

(e) **Evidence and Payment of Insurance.** On October 1 in each year following the year in which Series 1999 Bonds are issued, the Authority shall deliver to the Trustee a schedule setting forth the insurance policies or self-insurance then in effect, the names of the insurers which have issued the policies, the limits of such policies and the property and risks covered thereby. No insurance policy required by the Master Indenture shall be permitted to expire or be canceled so long as any Bonds remain Outstanding under the Master Indenture. Furthermore, each insurance policy required under the Master Indenture shall state that coverage shall not be suspended, voided or canceled by either party, except after 60 days' prior written notice has been given to the Authority.

In accordance with the Operating Agreement, the payment of any premium or deductible with respect to any insurance policy required by subsections (a)(i) and (iii) shall constitute M & O Charges and be paid from amounts deposited in the M & O Fund. The payment of any premium or deductible with respect to any insurance policy required by subsection (a)(ii) shall constitute an Administrative Cost and be paid from Revenues in accordance with the Flow of Revenue Funds or from other available funds of the Authority.

The Trustee shall not be responsible for the adequacy of any insurance provided by the Authority under the Indenture or for the form or content of any insurance provided by the Authority.

Eminent Domain

If all or a portion of the Project is taken by eminent domain proceedings or conveyance in lieu thereof, the Authority shall create a special account entitled the "Net Proceeds Account" and deposit the Net Proceeds received as a result of such taking or conveyance into such account and shall within a reasonable period of time after the receipt of such amounts, use such proceeds to (1) replace the Project or portion thereof that was taken or conveyed, (2) redeem Bonds, or (3) create an escrow fund pledged to pay specified Bonds and thereby cause such Bonds to be deemed to be paid as provided in the Master Indenture.

Additional Bonds

The Master Indenture permits Bonds, including Refunding Bonds, to be issued from time to time under the Master Indenture for the purpose of providing funds for Costs of the Project, including Bonds to complete the Project, or for the purpose of refunding Bonds previously issued or the Federal Loan, provided that prior to or simultaneously with the original delivery of each such Series of Bonds there shall be filed with the Trustee certain certificates of an Authorized Authority Representative and documents, including but not limited to (i) for Bonds (other than Refunding Bonds) a certificate stating that none of the Events of Default set forth in the Master Indenture have occurred and remain uncured and the Authority is in compliance with certain of the covenants under the Master Indenture, and (ii) an opinion of counsel that no other consents under the Federal Loan or otherwise are required for the issuance of the Bonds.

The Authority has covenanted with the Series 2004 Bond Insurer, the Series 2012 Lender and the Series 2013A Bond Insurer that it will not issue additional Bonds unless it complies with certain requirements and tests as described in the front of this Official Statement. The Master Indenture also permits the issuance of Refunding Bonds (which are either Senior Lien Bonds or First Subordinate Lien Bonds) without requiring that such tests for the issuance

of additional Bonds be met if the Bonds being issued are for the purpose of refunding any then Outstanding Bonds and such refunding bonds will be issued to refund Bonds or the Federal Loan of an equal or higher priority level under the Master Indenture, and (1) there is delivered to the Trustee, (A) a certificate of an Authorized Authority Representative showing that Maximum Annual Debt Service (and maximum annual debt service on the Federal Loan, if applicable) after the issuance of such Refunding Bonds of that level of priority will not exceed Maximum Annual Debt Service (and maximum annual debt service on the Federal Loan, if applicable) prior to the issuance of such Refunding Bonds, or (B) in the case of any refunding of the Federal Loan, a certificate of an Authorized Authority Representative showing that the debt service on the Refunding Bonds to be issued will not exceed the debt service on the portion of the Federal Loan to be refunded. Pursuant to the Eighth Supplemental Indenture, the Authority has covenanted with the Series 2012 Lender that, as a further condition to the issuance of Refunding Bonds without the consent of the Series 2012 Lender, there will also be delivered to the Series 2012 Lender a certificate that, following the issuance of such Refunding Bonds either (X) aggregate Debt Service on all Senior Lien Bonds Outstanding through the final maturity of the Series 2012 Bonds shall not be increased, or (Y) Dedicated Revenues, calculated as described in the front of this Official Statement under "SECURITY AND SOURCES OF PAYMENT OF THE BONDS - Additional Bonds - Calculation of Dedicated Revenues," are equal to at least 125% of Debt Service on Senior Lien Bonds in each Bond Year in which a Series 2012 Bond is Outstanding.

The Eleventh Supplemental Indenture amends the Master Indenture to set forth conditions the Authority must satisfy before issuing any additional Second Subordinate Lien Bonds after the Series 2016B Bonds are issued. See "Supplemental Indentures - Amendments to Master Indenture" below.

Defeasance

Bonds or portions thereof (such portions to be in integral multiples of an authorized denomination) which have been paid in full or which are deemed to have been paid in full shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of payment from moneys or Government Obligations held by the Trustee or a Paying Agent for such purpose. When all Bonds which have been issued under the Master Indenture have been paid in full or are deemed to have been paid in full, and all other sums payable under the Master Indenture by the Authority, including repayment of the Federal Loan or the establishment of alternative arrangements to the Federal Loan Fund for the repayment of the Federal Loan, and further including all necessary and proper fees, compensation and expenses of the Trustee, each Registrar and each Paying Agent, have been paid or are duly provided for, then the right, title and interest of the Trustee in and to the Trust Estate and any other assets pledged to or securing the Bonds thereunder shall thereupon cease, terminate and become void, and thereupon the Trustee shall cancel, discharge and release the Indenture, shall execute, acknowledge and deliver to the Authority such instruments as shall be requisite to evidence such cancellation, discharge and release and shall assign and deliver to the Authority any property and revenues at the time subject to the Indenture which may then be in the Trustee's possession, except funds or securities in which such funds are invested and are held by the Trustee or a Paying Agent for the payment of the Accreted Value or principal of, premium, if any, and interest on the Bonds or the Federal Loan, if applicable.

A Bond shall be deemed to be paid and for all purposes of the Indenture when payment of the Accreted Value or principal, and interest and premium, if any, either (a) shall have been made or caused to be made in accordance with the terms of the Bonds and the Indenture or (b) shall have been provided for by irrevocably depositing with the Trustee in trust and setting aside exclusively for such payment, (i) moneys sufficient (as verified by an Independent certified public accountant) to make such payments and/or (ii) noncallable Government Obligations, maturing as to Accreted Value or principal, premium (if any) and interest in such amounts and at such times as will ensure (as verified by an Independent certified public accountant) the availability of sufficient moneys to make such payments. At such times as Bonds shall be deemed to be paid under the Indenture, such Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of payment from such moneys or Government Obligations.

Any deposit under clause (b) of the foregoing paragraph shall be deemed a payment of such Bonds. Once such deposit shall have been made, the Trustee shall notify all holders of the affected Bonds that the deposit required by (b) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with the Master Indenture. No notice of redemption shall be required at the time of such defeasance or prior to such date as may be required by the Supplemental Indenture under which such Bonds were issued. The Authority may at any time, prior to issuing such notice of redemption as may be required by the Supplemental Indenture under which such Bonds were issued, modify or otherwise change the scheduled date for the redemption or payment of any Bond deemed to be paid under the terms of the foregoing paragraph in accordance with the terms of the Bonds or the Master Indenture subject to (a) receipt of an approving opinion of Bond Counsel that such action will not adversely affect the

tax-exempt status with respect to the interest on any Bond then Outstanding and (b) receipt of a certification of a nationally recognized accounting firm that there are sufficient moneys and/or Government Obligations to provide for the payment of such Bonds. Notwithstanding anything in the Master Indenture regarding defeasance to the contrary, moneys from any trust or escrow established for the defeasance of Bonds may be withdrawn and delivered to the Authority so long as the requirements of subparagraphs (a) and (b) above are met prior to or concurrently with any such withdrawal.

Events of Default

Each of the following events shall constitute and is referred to in the Master Indenture as an “Event of Default”:

(a) a failure to pay the principal of any Current Interest Bonds or the Accreted Value of any Capital Appreciation Bonds or premium, if any, on any Series of the Bonds, when the same shall become due and payable at maturity or upon redemption, which failure to pay shall be deemed an Event of Default only with respect to such Series of Bonds and all other Bonds of an equal or lower priority;

(b) a failure to pay any installment of interest on any Series of Current Interest Bonds when such interest shall become due and payable, which failure to pay shall be deemed an Event of Default only with respect to such Series of Current Interest Bonds and all other Current Interest Bonds of an equal or lower priority;

(c) a failure to pay the purchase price of any Bond when such purchase price shall be due and payable upon an optional or mandatory tender date as provided in a Supplemental Indenture, which failure to pay shall be deemed an Event of Default only with respect to such Series of Bonds and all other Bonds of an equal or lower priority;

(d) a failure by the Authority to observe and perform any covenant, condition, agreement or provision (other than as specified in paragraphs (a), (b) and (c) above) that are to be observed or performed by the Authority and which are contained in the Master Indenture or a Supplemental Indenture, which failure shall continue for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, shall have been given to the Authority by the Trustee, which notice may be given at the discretion of the Trustee and shall be given at the written request of holders of 25% or more of Bond Obligation of any affected Series of Bonds then Outstanding, unless the Trustee or the holders of 25% or more of Bond Obligation of such Series of Bonds in a Bond Obligation amount not less than the Bond Obligation amount of such Series of Bonds the holders of which requested such notice, shall agree in writing to an extension of such period prior to its expiration; provided, however, that the Trustee and the holders of such Bond Obligation amount of such Series of Bonds shall be deemed to have agreed to an extension of such period if corrective action is initiated by the Authority within such period and is being diligently pursued until such failure is corrected; and

(e) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including without limitation proceedings under Chapter 9 or 11 of the United States Bankruptcy Code (as the same may from time to time be hereafter amended), or other proceedings for relief under any federal or state bankruptcy law or similar law for the relief of debtors are instituted by or against the Authority or either of the Ports and, if instituted against the Authority or either of the Ports, said proceedings are consented to or are not dismissed within sixty (60) days after such institution.

Remedies

Upon the occurrence of any Event of Default, and subject to the Bond Insurer’s rights with respect to that Series of Bonds that such Bond Insurer has insured as set forth in the Indenture, the Trustee in its discretion may, and upon the written direction of the holders of 25% or more of the Bond Obligation of the Bonds then Outstanding whose Bonds are in default under (a), (b) or (c) above, and receipt of indemnity to its satisfaction, shall cause a replacement trustee, having the qualifications set forth in the Master Indenture for replacement Trustees to be substituted as the Trustee for the First Subordinate Lien Bonds and, if necessary, shall cause a separate replacement trustee, having the qualifications set forth in the Master Indenture for replacement Trustees to be substituted as the trustee for the Second Subordinate Lien Bonds, and the provisions of the Master Indenture shall equally apply to the replacement trustees and the Trustee (each, a “Default Trustee”). Each such Default Trustee may, and upon the written direction of the

holders of 25% or more of the Bond Obligation of Bonds in default for which the Default Trustee serves as trustee, and receipt of indemnity to its satisfaction, shall, in its own name as the trustee of an express trust:

- (i) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the applicable Bondholders, and require the Authority to carry out any agreements with or for the benefit of the applicable Bondholders and to perform its or their duties under the JPA Agreement or the Operating Agreement or any other law to which it is subject and the Indenture, provided that any such remedy may be taken only to the extent permitted under the applicable provisions of the Indenture;
- (ii) bring suit upon the applicable Bonds in default or with respect to a default under the Operating Agreement, the Federal Loan Agreement, the Design-Build Contract or the Permit;
- (iii) commence an action or suit in equity to require the Authority to account as if it were the trustee of an express trust for the applicable Bondholders of their Bonds in default; or
- (iv) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the applicable Bondholders of their Bonds in default.

Any Default Trustee shall be under no obligation to take any action with respect to any Event of Default unless such Default Trustee has actual knowledge of the occurrence of such Event of Default.

Anything in the Indenture to the contrary notwithstanding, holders of a majority in Bond Obligation of each priority level of Bonds then Outstanding shall have the right, at any time, by an instrument in writing executed and delivered to the respective Default Trustee, to direct the time, method and place of conducting all remedial proceedings available to the respective Default Trustee under the Indenture to be taken in connection with the enforcement of the terms of the Indenture or exercising any trust or power conferred on the respective Default Trustee by the Indenture; provided that such direction shall not be otherwise than in accordance with the provisions of the law and the Indenture and that there shall have been provided to the respective Default Trustee security and indemnity satisfactory to the respective Default Trustee against the costs, expenses and liabilities to be incurred as a result thereof by the respective Default Trustee.

No Bondholder shall have any right to institute any suit, action or proceeding in equity or at law for the exercise of any trust or power hereunder, or any other remedy hereunder or on such Bonds, unless such Bondholder or Bondholders previously shall have given to the respective Default Trustee written notice of an Event of Default as hereinabove provided and unless also holders of 25% or more of the Bond Obligation of the applicable priority level of Bonds then Outstanding (which could include such Bondholders) shall have made written request of the respective Default Trustee to do so, after the right to institute such suit, action or proceeding shall have accrued, and shall have afforded the respective Default Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and unless there also shall have been offered to the respective Default Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the respective Default Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are declared in every such case, at the option of the respective Default Trustee, to be conditions precedent to the institution of such suit, action or proceeding; it being understood and intended that no one or more of the Bondholders shall have any right in any manner whatever by his, her or their action to affect, disturb or prejudice the security of the Indenture, or to enforce any right hereunder or under the Bonds, except in the manner herein provided, and that all suits, actions and proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Bondholders.

Notwithstanding any other provision in the Indenture, the right of any Bondholder to receive payment of the principal of and interest on such Current Interest Bond or the Accreted Value of such Capital Appreciation Bond or the purchase price thereof, on or after the respective due dates expressed therein and to the extent of the Revenues and other security provided for the Bonds, or to institute suit for the enforcement of any such payment on or after such respective date, shall not be impaired or affected without the consent of such Bondholder.

If an Event of Default shall occur and be continuing, all amounts then held or any moneys received by the respective Default Trustees, by any receiver or by any Bondholder pursuant to any right given or action taken under the provisions of the Master Indenture (which shall not include moneys provided through a Credit Facility, which moneys shall be restricted to the specific use for which such moneys were provided), after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the respective Default Trustees (including attorneys' fees and disbursements), shall be applied (i)

to payment of all unpaid interest on and principal or Accreted Value of the Senior Lien Bonds until fully paid, then (ii) to payment of all unpaid interest on and principal of the Federal Loan, then (iii) to payment of all unpaid interest on and principal or Accreted Value of the First Subordinate Lien Bonds until fully paid, and then (iv) to payment of all unpaid interest on and principal or Accreted Value of the Second Subordinate Lien Bonds until fully paid. Within each of the priorities for repayment set forth in (i), (iii) and (iv) above, moneys shall be applied to first, to the payment to the persons entitled thereto of all installments of interest then due on the Bonds, with interest on overdue installments, if lawful, at the rate per annum as provided in any Supplemental Indenture, as the case may be, in the order of maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, and (ii) second, to the payment to the persons entitled thereto of the unpaid principal amount or Accreted Value of any of the Bonds which shall have become due with interest on such Bonds at such rate as provided in a Supplemental Indenture from the respective dates upon which they became due and, if the amount available shall not be sufficient to pay in full Bonds on any particular date determined to be the payment date, together with such interest, then to the payment ratably, according to the amount of principal and interest or Accreted Value due on such date, in each case to the persons entitled thereto, without any discrimination or privilege.

Trustee, Paying Agents; Registrar

The Trustee accepts and agrees to execute the trusts specifically imposed upon it by the Indenture, but only upon the additional terms set forth below, to all of which the Authority agrees and the respective Bondholders agree by their acceptance of delivery of any of the Bonds. If an Event of Default has occurred and is continuing, the Trustee shall exercise its rights and powers and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

The Trustee shall perform the duties set forth in the Indenture and no implied duties or obligations shall be read into the Indenture against the Trustee. Except during the continuation of an Event of Default, in the absence of any negligence on its part or any knowledge to the contrary, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed, upon certificates or opinions furnished to the Trustee and conforming to the requirements of the Indenture.

The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that: (1) the Trustee shall not be liable for any error of judgment made in good faith by a responsible officer of the Trustee unless the Trustee was negligent in ascertaining the pertinent facts; and (2) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it from Bondholders or the Authority in the manner provided in the Master Indenture.

Modification of the Master Indenture

The Authority may, from time to time and at any time, upon notice to any affected Bond Insurer so long as any Series of Bonds insured by such Bond Insurer is Outstanding, without the consent of or notice to the Bondholders, execute and deliver a Supplemental Indenture supplementing and/or amending the Master Indenture or any Supplemental Indenture as follows:

(a) to provide for the issuance of a Series or multiple Series of Bonds under the provisions of the Master Indenture and to set forth the terms of such Bonds and the special provisions which shall apply to such Bonds;

(b) to cure any formal defect, omission, inconsistency or ambiguity in, or answer any questions arising under, the Master Indenture or any Supplemental Indenture, provided such supplement or amendment is not materially adverse to the Bondholders or the Bond Insurer;

(c) to add to the covenants and agreements of the Authority in the Master Indenture or any Supplemental Indenture other covenants and agreements, or to surrender any right or power reserved or conferred upon the Authority, provided such supplement or amendment shall not adversely affect the interests of the Bondholders;

(d) to confirm, as further assurance, any interest of the Trustee in and to the Revenues or in and to the funds and accounts held by the Trustee or any other agent or in and to any other moneys, securities or funds of the Authority provided pursuant to the Indenture or to otherwise add additional security for the Bondholders;

- (e) to evidence any change made in the terms of any Series of Bonds if such changes are authorized by the Supplemental Indenture at the time the Series of Bonds is issued and such change is made in accordance with the terms of such Supplemental Indenture;
- (f) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended;
- (g) to modify, alter, amend or supplement the Master Indenture or any Supplemental Indenture in any other respect which is not materially adverse to the Bondholders or the Bond Insurer;
- (h) to provide for uncertificated Bonds or for the issuance of coupons and bearer Bonds or Bonds registered only as to principal;
- (i) to qualify the Bonds or a Series of Bonds for a rating or ratings by a nationally recognized rating agency;
- (j) to accommodate the technical, operational and structural features of Bonds which are issued or are proposed to be issued, including, but not limited to, changes needed to accommodate commercial paper, auction bonds, variable rate or adjustable rate bonds, discounted or compound interest bonds or other forms of indebtedness which the Authority from time to time deems appropriate to incur;
- (k) to accommodate the use of a Credit Facility or Liquidity Facility for specific Bonds or a specific Series of Bonds, provided that such supplement or amendment is not materially adverse to the Bondholders; or
- (l) to comply with the requirements of the Code as are necessary, in the opinion of Bond Counsel, to prevent the federal income taxation of the interest on any Tax Exempt Bonds, including, without limitation, the segregation of the Revenues into different funds.

Except for any Supplemental Indenture entered into pursuant to the provisions described above or in the next paragraph below, subject to the terms and provisions contained in the Master Indenture and the approval of any affected Bond Insurer so long as any Series of Bonds insured by such Bond Insurer is Outstanding, the holders of not less than a majority in aggregate Bond Obligation of each Series of Bonds then Outstanding shall have the right from time to time to consent to and approve the execution by the Authority of any Supplemental Indenture deemed necessary or desirable by the Authority for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in the Master Indenture or in a Supplemental Indenture; provided, however, that, unless approved in writing by the holders of all the Bonds then Outstanding or unless such change affects less than all Series of Bonds and the following paragraph is applicable, nothing herein contained shall permit, or be construed as permitting, (i) a change in the scheduled times, amounts or currency of payment of the principal or Accreted Value of, premium on or, interest on any Outstanding Bonds or (ii) a reduction in the principal amount or Accreted Value or redemption price of any Outstanding Bonds or the rate of interest thereon; and provided that nothing herein contained, including the provisions below, shall, unless approved in writing by the holders of all the Bonds then Outstanding, permit or be construed as permitting (iii) the creation of a lien (except as expressly permitted by the Master Indenture) upon the Revenues created by the Master Indenture, ranking prior to or on a parity with the liens created by the Master Indenture, (iv) except with respect to additional security which may be provided for a particular Series of Bonds, a preference or priority of any Bond or Bonds over any other Bond or Bonds with respect to the security granted therefor under the Granting Clause of the Master Indenture and the priorities established pursuant to, or (v) a reduction in the aggregate principal amount or Accreted Value of Bonds the consent of the Bondholders of which is required for any such Supplemental Indenture. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the execution of any Supplemental Indenture as authorized in the previous paragraph, including the granting, for the benefit of particular Series of Bonds, security in addition to the Trust Estate. Copies of any amendments that the Series 1999 Bond Insurer approves shall be sent to Standard & Poor's.

The Authority may, from time to time and at any time, execute a Supplemental Indenture which amends the provisions of an earlier Supplemental Indenture under which a Series or multiple Series of Bonds were issued. If such Supplemental Indenture is executed for one of the purposes set forth in the first paragraph above, no notice to or consent of the Bondholders shall be required, provided that notice of such amendment shall be given to any affected Bond Insurer so long as any Series of Bonds insured by such Bond Insurer is Outstanding. If such Supplemental Indenture contains provisions which affect the rights and interests of less than all Series of Bonds Outstanding and is

not described in the first paragraph above, then the provisions of the Master Indenture described in this paragraph shall control and, subject to the terms and provisions contained in this paragraph and the approval of any affected Bond Insurer so long as any Series of Bonds insured by such Bond Insurer is Outstanding, the holders of not less than 51% in Bond Obligation amount of the Outstanding Bonds of all Series which are affected by such changes shall have the right from time to time to consent to any Supplemental Indenture deemed necessary or desirable by the Authority for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in such Supplemental Indenture and affecting only the Bonds of such Series; provided, however, that, unless approved in writing by the holders of all the Bonds of all the affected Series then Outstanding, nothing herein contained shall permit, or be construed as permitting, (i) a change in the scheduled times, amounts or currency of payment of the principal or Accreted Value of, premium on or interest on any Outstanding Bonds of such Series or (ii) a reduction in the principal amount, Accreted Value or redemption price of any Outstanding Bonds of such Series or the rate of interest thereon. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the adoption of any Supplemental Indenture as authorized in the first paragraph above, including the granting, for the benefit of particular Series of Bonds, security in addition to the Trust Estate. Copies of any amendments that the Series 1999 Bond Insurer approves shall be sent to Standard & Poor's.

Credit Providers

If a Credit Facility is provided for a Series of Bonds or for specific Bonds, the Authority may, in the Supplemental Indenture under which such Bonds are issued, provide any or all of the following rights to the Credit Provider as the Authority shall deem to be appropriate:

- (1) the right to make requests of, direct or consent to the actions of the Trustee or to otherwise direct proceedings all as provided in the Master Indenture to the same extent and in place of the owners of the Bonds which are secured by the Credit Facility and for such purposes the Credit Provider shall be deemed to be the Bondholder of such Bonds;
- (2) the right to act in place of the owners of the Bonds which are secured by the Credit Facility for purposes of removing a Trustee or appointing a Trustee under the Master Indenture; and
- (3) the right to receive notices of estimates of Shortfall Advances in the form and at such times as provided in the Operating Agreement.

Continuing Disclosure

The Authority covenants that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate applicable to the Authority. Notwithstanding any other provision of the Indenture, failure of the Authority to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default under the Indenture; however, the Trustee (at the request of any Underwriter or the Holders of at least 25% aggregate Bond Obligation of Outstanding Bonds to which such Continuing Disclosure Certificate applies shall), or any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations and the Continuing Disclosure Certificate. For purposes of the foregoing covenant, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Supplemental Indentures

[SUBJECT TO CONFIRMATION]

The following is a brief summary of certain provisions of the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture and the Fourteenth Supplemental Indenture (collectively, the "Supplemental Indentures"). Such summary is only a brief description of limited provisions of these documents and is qualified in its entirety by reference to the full text of such Supplemental Indentures.

Terms of the Series 2022 Bonds

The Twelfth Supplemental Indenture sets forth the terms of the Series 2022A Bonds, the Thirteenth Supplemental Indenture sets forth the terms of the Series 2022B Bonds and the Fourteenth Supplemental Indenture sets forth the terms of the Series 2022C Bonds. Most of such terms are described in the front of this Official Statement under "DESCRIPTION OF THE SERIES 2022 BONDS."

Establishment of Funds and Accounts

The Twelfth Supplemental Indenture establishes the following funds and accounts: the Series 2022A Debt Service Reserve Account, the Series 2022A Debt Service Fund (which shall contain an Interest Account, a Principal Account and a Redemption Account), the Series 2022A Costs of Issuance Fund and the Series 2022A Rebate Fund.

The Thirteenth Supplemental Indenture establishes the following funds and accounts: the Series 2022B Debt Service Reserve Account, the Series 2022B Debt Service Fund (which shall contain an Interest Account, a Principal Account and a Redemption Account), the Series 2022B Costs of Issuance Fund and the Series 2022B Rebate Fund.

The Fourteenth Supplemental Indenture establishes the following funds and accounts: the Series 2022C Debt Service Reserve Account, the Series 2022C Debt Service Fund (which shall contain an Interest Account, a Principal Account and a Redemption Account), the Series 2022C Costs of Issuance Fund and the Series 2022C Rebate Fund.

Costs of Issuance Funds. The Trustee shall make payments or disbursements from the Series 2022A Costs of Issuance Fund, the Series 2022B Costs of Issuance Fund and the Series 2022C Costs of Issuance Fund upon receipt from the Authority of a Requisition meeting the requirements set forth in the Master Indenture. Pursuant to the Master Indenture, amounts on deposit in the Series 2022A Costs of Issuance Fund, the Series 2022B Costs of Issuance Fund and the Series 2022C Costs of Issuance Fund shall be invested and reinvested by the Authorized Authority Representative in Permitted Investments. Subject to the Master Indenture, earnings on each such Fund shall be retained in such Fund. Upon the Trustee's receipt of written instructions from an Authorized Authority Representative, all amounts remaining on deposit in such Funds shall be transferred to the applicable Debt Service Fund.

Debt Service Reserve Accounts

The Twelfth Supplemental Indenture, Thirteenth Supplemental Indenture and the Fourteenth Supplemental Indenture provide that as a condition of issuance of the Series 2022 Bonds, there shall be deposited in the Series 2022A Debt Service Reserve Account, the Series 2022B Debt Service Reserve Account, and the Series 2022C Debt Service Reserve Account, respectively, either cash or a Debt Service Reserve Surety Policy in an amount equal to the Debt Service Reserve Requirement for the Series 2022A Bonds, the Series 2022B and the Series 2022C Bonds, respectively. Any amounts in such Debt Service Reserve Accounts in excess of the applicable Debt Service Reserve Requirement shall be transferred to the applicable Debt Service Fund, unless an Event of Default exists under the Indenture, in which event the excess amount shall be retained in the Series 2022A Debt Service Reserve Account, the Series 2022B Debt Service Reserve Account or the Series 2022C Debt Service Reserve Account, as applicable, in accordance with the Master Indenture.

Tax Certificates; Rebate Funds

The Twelfth Supplemental Indenture establishes the Series 2022A Rebate Fund, the Thirteenth Supplemental Indenture establishes the Series 2022B Rebate Fund and the Fourteenth Supplemental Indenture establishes the Series 2022C Rebate Fund each of which shall be administered by the Authority. The Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture and the Fourteenth Supplemental Indenture each obligate the Authority to execute a Tax Certificate with respect to the Series 2022 Bonds, and provides that, notwithstanding any other provision contained therein relating to the deposit of investment earnings on amounts on deposit in any fund or account thereunder at the written direction of the Authority, any earnings which are subject to federal tax or rebate requirement, as provided in the Tax Certificate, shall be deposited in the Series 2022A Rebate Fund, the Series 2022B or the Series 2022C Rebate Fund, as applicable, for that purpose.

Rights of the Series 2022 Bond Insurer

[The Twelfth Supplemental Indenture sets forth certain covenants of the Authority in favor of the Series 2022A Bond Insurer with respect to the Series 2022A Insured Bonds, the Thirteenth Supplemental Indenture sets forth certain covenants of the Authority in favor of the Series 2022B Bond Insurer with respect to the Series 2022B Insured Bonds, and the Fourteenth Supplemental Indenture sets forth certain covenants of the Authority in favor of the Series 2022C Bond Insurer with respect to the Series 2022C Insured Bonds. For additional information concerning these covenants and the terms of the Series 2022A Bond Insurance Policy, see "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS -- Rights of the Series 2022 Bond Insurer" in the front of this Official Statement.]

USE PERMIT

The following is a summary of certain provisions of the Use Permit entered into among POLA, POLB and the Authority. This summary is not to be considered a full statement of the terms of such Use Permit and accordingly

is qualified by reference thereto and is subject to the full text thereof. Capitalized terms used in this summary and not defined in the front portion of this Official Statement have the meanings set forth in the Use Permit.

Background, Term and Ownership

Concurrently with the execution of the Original Agreement, POLA and POLB (together, the “Owner”) and the Authority have executed a Use Permit dated as of October 12, 1998 (the “Permit”), whereby the Authority has acquired certain interests in real property (the “Property”) owned by POLA, POLB or the Owner for the purposes specified below. The Permit allows the Authority to use the Property, which will continue to be owned by POLA, POLB or the Owner, for the construction, development, maintenance and operation of the Project. The Permit provides that all improvements constructed on the Property shall belong to the Authority for so long as the Permit is in effect. The Ports have the right to cause the Authority to transfer to the Ports title to property required for the Rail Corridor that is owned by the Authority. In such event the property in question would become subject to the provisions of the Permit.

The Permit term is the period of time commencing on the last date the Permit has been executed by POLA, POLB and the Authority (i.e., December 15, 1998) and terminating on the earlier of (i) fifty years after the commencement of the Permit date, (ii) the cessation of existence of the Authority or (iii) the termination of the Operating Agreement; but in the case of (iii), only if any ACTA Financing (as defined in the Operating Agreement) has been fully paid or fully provided for. Upon expiration or earlier termination of the Permit, the Authority shall vacate the Property and reimburse the Owner for and indemnify, defend and hold harmless the Owner against all damages incurred by the Owner as a result of any delay by the Authority in vacating the Property. All improvements shall be surrendered to the Owner upon the expiration or earlier termination of the Permit.

Permitted Use

The Authority shall use the Property for (i) construction and development of the Project, and those uses which are incidental to such construction and development and (ii) rail freight transportation, as more generally described in and as limited by the Operating Agreement, and for no other purpose whatsoever without the Owner’s prior written consent. Except as otherwise provided in the Permit, the Owner intends for the Authority’s permitted uses of the Property to encompass all interests the Owner acquired and currently holds in the Property.

Fees and Taxes

The Permit requires the payment of a nominal ten dollar annual fee (the “Permit Fee”), payable by the Authority to POLA and POLB in equal one-half shares. The Permit Fee shall be increased every five years, based upon increases in the Consumer Price Index. The Authority shall also be responsible for all Real Property Taxes (as defined in the Permit) not paid by the Railroads or other third party, personal property taxes, license and permit fees and utilities related to the Property.

Defaults and Breach

A “Default” is defined as the occurrence of any of the following events: (i) the Authority abandons construction of the Project or fails to proceed with construction of the Project as required under the Permit; (ii) the Authority fails to perform any of its obligations under the Permit or fails to comply with or perform any of the terms, covenants or conditions under the Permit; (iii) an event of default occurs under the Federal Loan (as defined in the Permit) or any ACTA Financing; (iv) the Authority makes a general assignment or general arrangement for the benefit of creditors; (v) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against the Authority and is not dismissed within thirty days; (vi) a trustee or receiver is appointed to take possession of substantially all of the Authority’s assets located at the Property or of the Authority’s interest in the Permit and such possession is not restored to the Authority within thirty days; (vii) substantially all of the Authority’s assets located at the Property, or the Authority’s interest in the Permit, is subjected to attachment, execution or other judicial seizure which is not discharged within thirty days or (viii) any change in the entities comprising the Authority. At any time after a Default by the Authority occurs under the Permit, the Owner may, but is not obligated to, cure such Default at the Authority’s cost.

A “Breach” is defined as the occurrence of one or more of the above Defaults and the failure of the Authority to cure such Default within thirty days after written notice from the Owner to the Authority; provided, however, that if the nature of the Authority’s Default is such that more than thirty days are reasonably required for its cure, then the Authority shall not be deemed to be in Breach if the Authority commences such cure within said thirty day period and thereafter diligently and in good faith prosecutes such cure to completion.

The Owner shall not be deemed to be in default in the performance of any obligation required to be performed by it under the Permit unless and until it has failed to perform such obligation within thirty days after notice by the Authority to the Owner specifying wherein the Owner has failed to perform such obligation; provided, however, that if the nature of the Owner's obligation is such that more than thirty days are required to perform such obligation, then the Owner shall not be deemed to be in default if it commences such performance within such thirty day period and thereafter diligently and in good faith prosecutes such cure to completion.

Remedies

On the occurrence of a Breach by the Authority, the Owner may exercise any and all rights or remedies permitted by law, except that (a) no merger of the Permit shall be deemed to occur as a result thereof; and (b) the Owner shall have no power to terminate the Permit by reason of any such Breach on the part of the Authority if: (i) such termination would impair the ability of the Authority to pay principal of and interest on any ACTA Financing or the Federal Loan or (ii) such termination would materially adversely affect the Authority's rights under the Operating Agreement to collect, hold and expend ACTA Revenues (as defined in the Operating Agreement) and to exercise its other rights thereunder. So long as any ACTA Financing or Federal Loan remains outstanding, the Owner shall have no right to offset any amounts due to the Authority from the Owner under the Operating Agreement against amounts due to the Owner from the Authority pursuant to the Permit.

OPERATING AGREEMENT

The following is a summary of certain provisions of the Alameda Corridor Amended and Restated Use and Operating Agreement (the "Operating Agreement") entered into among the Authority, the Railroads, POLA and POLB. This summary is not to be considered a full statement of the terms of such Operating Agreement and accordingly is qualified by reference thereto and is subject to the full text thereof.

Since the date of execution of the Original Agreement, certain changes were made to the Flow of Funds (i.e. the order of priority in which revenues generated by Use Fees and Container Charges will be allocated and disbursed each year) pursuant to terms in the Operating Agreement. These changes are described in the front portion of this Official Statement under the heading "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS-Flow of Funds."

Certain Definitions

The following terms used in this summary have the meanings set forth below. Each capitalized term not otherwise defined in this summary shall have the meaning set forth elsewhere in the Official Statement or the Operating Agreement.

"ACTA Financing" means the financing of the Project by the Authority (i.e., the Authority's financings other than the Federal Loan, Port Advances, Property Assembly Reimbursement and the Benefit Amount), which may include the Bonds and/or a series of debt offerings or financings and multiple tranches or levels of priority of indebtedness that may consist of short term, interim and long term financings or refinancings of prior financings (including, without limitation, refinancing of the Federal Loan under the Master Trust Indenture) or obligations to credit enhancers or swap or other hedge providers if incurred in connection with such financings or refinancings.

"Annual Amount" means the amount necessary each year to pay the following items (to the extent the following items are scheduled, budgeted or otherwise expected to be due and payable that year): (a) interest and principal due during such year with respect to the ACTA Financing; (b) the amounts necessary to pay debt service on sums held in or debt incurred to fund any debt service reserve fund established in connection with the ACTA Financing ("Required Debt Service Reserve"), plus any amount necessary to replenish the Required Debt Service Reserve after draws thereon; and (c) the fees and charges of third party trustees, administrators, rating agencies, auditors, independent consultants, financial advisors, underwriters, attorneys or custodians incurred by Owner or the Authority in connection with the ACTA Financing, fees and costs incurred to obtain and renew letters of credit, bond insurance and other forms of credit enhancement facilities for the ACTA Financing and any amounts necessary to make any rebate payments to the United States or to otherwise comply with the provisions of the Internal Revenue Code.

"ATSF Purchase Agreement" means that certain Agreement for Sale of Certain Real Property in the Los Angeles Harbor Subdivision Rail Line between MP 27.6 and MP 28.3 and Other Interests at Redondo Junction of The Atchison, Topeka and Santa Fe Railway Company to City of Los Angeles and City of Long Beach, dated as of December 22, 1994, by and between the Owner, as purchaser, and the former The Atchison, Topeka and Santa Fe Railway Company, as seller.

“*Benefit Amount*” means an amount equal to 40% of the difference between the present value of the amount that will be paid using tax-exempt financing for a portion of the financing for the Project and the amount that would have been paid had taxable financing been used for such portion of the financing for the Project. The Benefit Amount shall be computed by the Authority on or about the date of issuance of such tax-exempt financing and the discount rate shall be the tax-exempt interest rate on such financing on that date (“Tax Exempt Rate”). The Benefit Amount shall bear interest, compounded semi-annually, at the Tax Exempt Rate from the date of issuance of the tax exempt financing, which interest shall be added to the balance of the Benefit Amount and likewise bear interest until paid. POLA and POLB shall allocate between themselves the Benefit Amount and shall notify the Authority in writing of such allocation prior to Substantial Completion.

“*BNSF C&M Agreement*” means that certain Right of Entry and Construction Agreement dated as of October 12, 1998 (as the same may be amended from time to time, to the extent not inconsistent with the provisions of the Operating Agreement), by and among BNSF, the Authority and Owner.

“*Bonds*” means revenue bonds or other evidences of indebtedness issued by the Authority from time to time pursuant to the Master Trust Indenture.

“*Capital Expenses*” means the costs and expenses incurred in making any capital improvements or betterments, or replacements to the extent that costs and expenses of replacements are determined to be Capital Expenses in accordance with the guidelines previously adopted pursuant to the Original Agreement or by agreement of Owner and the Railroads, or to be adopted pursuant to the Original Agreement or by agreement of Owner and the Railroads, to (i) the Rail Corridor other than the Non-Rail Components, and (ii) subject to the other provisions of the Operating Agreement, the Port-Owned Tracks.

“*Corridor Dispatcher*” means the person or entity responsible for dispatching service for all train movements on and within the Rail Corridor, on all Port-Owned Tracks and to all Port Facilities selected by Owner and Railroads through Mutual Agreement.

“*Corridor Maintenance Contractor*” means the person or entity responsible for inspection, maintenance and repair of, and making capital replacements and improvements to, the Rail Corridor and all Port-Owned Tracks (including, without limitation, the Non-Rail Components).

“*Drill Track*” means a single track rail line constructed pursuant to and in accordance with the provisions of the UP C&M Agreement, any support structures to the extent they support the Drill Track and the real property on and along which such rail line is located, generally running adjacent and parallel to parts of the Rail Corridor.

“*Federal Loan*” means the \$400 million loan made to the Authority by the U.S. Department of Transportation, acting through the Federal Highway Administration, pursuant to an Amended and Restated Loan Agreement dated as of October 15, 1998, or any replacement or refinancing thereof with or by an agency of the United States Government.

“*Flow of Funds*” means the order of priority in which revenues generated by Use Fees and Container Charges will be allocated and disbursed each year. Such order of priority is described in the Official Statement under the heading “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS-Flow of Funds.”

“*Local Train*” means any train on which at least 80% of the railcars are delivered to or picked up from industries which are located between the northerly boundary of the Ports and the point that the mainline tracks owned by a particular Railroad diverge from the northerly end of the Rail Corridor. For purposes of this definition, (i) one platform of at least 40-feet or one well of at least 40-feet shall equal one railcar, and (ii) railcars carrying Toyota (or related company) automobiles originating at or being delivered to the Toyota Distribution Facility during the exclusive service period (which period is the shorter of (A) through December 31, 2006 or, if the main Toyota lease is extended, through the expiration date of such extended lease, but in no event later than December 31, 2016, or (B) for so long as such facility exists at that location) shall be considered originating from or delivered to an industry located north of the Ports.

“*Manuel Sidings*” means the three sidings near the Sepulveda Boulevard Bridge and located generally in the vicinity of the track identified as “Manuel 3” on Page 3 of the Map.

“*Map*” means the map (consisting of four pages) attached to the Operating Agreement as Exhibit A.

“*Master Trust Indenture*” means that certain Master Trust Indenture to be entered into by the Authority and a third party trustee, which provides the terms and conditions upon which the Authority may issue revenue bonds or

other evidences of indebtedness for the purpose of financing all or a portion of the Project, as amended, supplemented, or amended and restated from time to time.

“*Mutual Agreement*” is a determination approved by at least three of the following parties: POLB, POLA, BNSF and Union Pacific.

“*Net Project Costs*” has the meaning set forth in Section 7.3(l) of the Operating Agreement.

“*Non-Rail Components*” means the walls, retaining walls, embankments, support structures and drainage facilities of and for the trench portion of the Rail Corridor, and the structural portions of the bridges and overpasses over the trench portion of the Rail Corridor. The term Non-Rail Components shall not include (i) public streets, roadways or highways along the Rail Corridor, (ii) the surface pavement of streets on the bridges and overpasses over the trench portion of the Rail Corridor, and (iii) the lighting, drainage and fence structures located on the bridges and overpasses over the trench portion of the Rail Corridor (and the maintenance, repair and replacement of such items shall not be the responsibility of the parties to the Operating Agreement or paid for with M&O Charges, Use Fees, Container Charges, Port Advances or from the Reserve Account).

“*Non-Rail Maintenance and Capital Improvement Charges*” means the (i) annual maintenance and capital improvements and replacements of the Non-Rail Components, together with capital replacement of any rail bridge over the Rail Corridor (but only if (A) one of the Railroads actually is using the rail bridge at the time the capital replacement is needed, and (B) a third party, at its cost, is not providing the maintenance and/or capital improvement or replacement of such rail bridge).

“*North End Grade Separation*” means that certain rail-to-rail grade separation, by which BNSF’s San Bernardino Subdivision Tracks will cross over the Rail Corridor Tracks and the Los Angeles River in the location shown on Page 1 of the Map, thereby eliminating the at-grade rail crossing that currently exists in the vicinity of Redondo Junction.

“*Overdue Rate*” means a rate per annum equal to the “prime rate” plus 5%, but in no event greater than the maximum rate permitted to be charged under the law of the State of California as of the date the payment in question was due under the Operating Agreement. As used in the preceding sentence, “prime rate” means the rate announced from time to time by the Los Angeles main office of Bank of America as its “reference rate”. If Bank of America no longer announces a “reference rate,” then Owner and Railroads will promptly adopt a substitute benchmark for determining the Overdue Rate similar to the Bank of America “reference rate”.

“*Owner*” means, collectively, POLA and POLB, and their respective successors and assigns with respect to ownership of the Rail Corridor property and improvements.

“*Port*” means, individually, each of the seaports located on San Pedro Bay in the County of Los Angeles commonly known as the Port of Long Beach and the Port of Los Angeles, and “*Ports*” means, collectively, both of such seaports.

“*Port Advances*” means the following amounts: (i) Net Project Costs advanced by POLA or POLB (either directly or through the Authority) prior to Substantial Completion that have not already been reimbursed to POLA or POLB from the proceeds of the financings or grants received by the Authority; (ii) Shortfall Advances made by either POLA or POLB; (iii) amounts, if any, voluntarily advanced by POLA or POLB (either directly or through the Authority) in excess of the Shortfall Advances to pay all or a portion of the Annual Amount, the Federal Loan or any other obligation or liability of the Authority with respect to the Project; (iv) amounts, if any, voluntarily advanced by POLA and POLB after Substantial Completion, in excess of Shortfall Advances, to cover administrative expenses of the Authority that have not already been reimbursed to POLA or POLB from the proceeds of the financings or grants received by the Authority; and (v) any amounts advanced by either POLA or POLB to fund the Reserve Account in certain years in which less than \$4 million in revenues from Use Fees and Container Charges are deposited in the Reserve Account. Port Advances shall bear interest from the date advanced at a rate per annum equal to the interest rate on six month U.S. Treasury Bills, which rate shall be adjusted each January 1 and July 1, effective for the outstanding Port Advances on such date.

“*Port Facilities*” means all existing or future terminals, yards and facilities owned or leased by, or located on property owned by, Owner, POLA or POLB (or any successor or assignee of any of the foregoing) and located within the Port areas (as such Port areas are shown on Page 4 of the Map), including the Intermodal Container Transfer Facility (outlined on Page 4 of the Map), as such facilities may be expanded or contracted from time to time.

“Port-Owned Tracks” means all Track and Track Support Structures now or in the future owned jointly or separately by POLA and/or POLB (or any successor or assignee of either or both of the foregoing), located within the Port areas shown on Page 4 of the Map, whether or not located within the Rail Corridor, provided, however, that neither the Drill Track nor Track located within a Port Facility shall be considered part of the Port-Owned Tracks. *“Port-Owned Tracks”* also shall include (i) the Manuel Sidings and the portion of the UP San Pedro Branch used to access the Manuel Sidings, but only if the Manuel Sidings are used for holding or storing trains as part of the Rail Corridor pursuant to the Operating Agreement, and (ii) the portion of the UP San Pedro Branch between Thenard Crossing and the Port areas shown on Page 4 of the Map. Except as provided in clause (ii) of the preceding sentence, the UP San Pedro Branch shall not be deemed to be Port-Owned Tracks under the Operating Agreement unless Owner expressly so agrees.

“Port Rail Agreements” means, collectively, (i) that certain Permit to Use Tracks Agreement dated as of December 1, 1997, by and among POLA, BNSF, Southern Pacific Transportation Company and Union Pacific, (ii) that certain San Pedro Bay Harbor Rail Operating Agreement dated as of December 1, 1997, by and between POLA and Pacific Harbor Line, Inc., (iii) that certain Use of Tracks Agreement dated as of June 1, 1998, by and among POLB, Union Pacific and BNSF, and (iv) that certain Long Beach Rail Operating Agreement dated as of June 1, 1998, by and between POLB and Pacific Harbor Line, Inc., as each of such agreements may be extended or amended from time to time.

“Project” means the construction and development of the project described in that certain Plan adopted by the Authority on January 14, 1993, as modified and shown on the Conceptual Design Layout (Alternative 2.1B) (copies of which have been date stamped December 22, 1994 and initialed by each of POLA, POLB, Southern Pacific Transportation Company, The Atchison, Topeka and Santa Fe Railway Company and Union Pacific), prepared by Daniel, Mann, Johnson & Mendenhall in joint venture with Moffatt & Nichol, Engineers (including the Tracks and Track Support Structures for the Rail Corridor, the Non Rail Components, and streets, roadways and highways and street, roadway, highway and railway overpass facilities), as updated and, to the extent shown thereon, superseded by the Track Schematic Drawings, and as the same have been amended prior to the date hereof pursuant to the Original Agreement or by agreement of the Owner and the Railroads. The *“Project”* may be amended from time to time, to the extent not inconsistent with the Track Schematic Drawings and the provisions of the Operating Agreement (provided that if any such amendment to the Plan made after October 12, 1998, other than an amendment required by law or an amendment required by a governmental entity or agency other than Owner or the Authority, will increase the total amount of Net Project Costs by an amount in excess of \$50 million, then such amendment must first be approved by Owner and Railroads through Mutual Agreement and, if not approved by Owner and Railroads through Mutual Agreement, such amendment nevertheless may be made if Owner and the Authority agree that the amount in excess of said \$50 million will be paid entirely from sources other than Use Fees and Container Charges).

“Property Assembly Reimbursement” means the sum of \$200 million, to be refunded by the Authority to POLA and POLB as reimbursement for a portion of amounts expended by POLA and POLB to acquire the property and related rights and interests necessary for the Project, which amount shall not bear interest or otherwise be adjusted for the passage of time. POLA and POLB shall allocate between themselves the Property Assembly Reimbursement and shall notify the Authority in writing of such allocation prior to Substantial Completion. Notwithstanding the foregoing, POLA and POLB have authorized the Authority to deduct thirty-four percent (34%) of any amount it otherwise would pay either POLA or POLB for the Property Assembly Reimbursement and immediately deposit such amount in the Reserve Account, regardless of whether such payment causes the Reserve Account to exceed the Reserve Account Target.

“Pro Rata Portion” means, with respect to any of the Railroads, a percentage equal to the relationship of such Railroad’s use (including Repositioning and Crossing Movements) of the Rail Corridor and the Port-Owned Tracks to the total use of the Rail Corridor and the Port-Owned Tracks by all of the Railroads (including Repositioning and Crossing Movements) during a given time period. Use shall be measured by gross ton miles or by train miles depending upon the nature of the costs or expenses subject to proration, as more particularly set forth in the Operating Agreement.

“Rail Corridor” means a multiple main track, high density, predominantly 40 mile per hour mainline railroad system (including the Track and Track Support Structures and identified rail connections for each of the Railroads) with centralized traffic control which permits bi-directional operation on each main track and provides for maximum train-handling capacity, together with the real property on which such railroad system is located, as generally shown on the Conceptual Design Layout described above in the definition of *“Project,”* as updated and, to the extent shown

thereon, superseded by the Track Schematic Drawings (provided that (i) “maximum train-handling capacity” shall not be construed to require any Railroad to upgrade its locomotives in order to meet such standard in operating on the Rail Corridor, and (ii) “predominantly 40 miles per hour” shall not be construed to require that the entire Rail Corridor and every connection thereto be designed and constructed to accommodate rail operations at speeds of 40 miles per hour). The Rail Corridor has been constructed in accordance and conformance with the provisions and standards set forth in the UP C&M Agreement (or, with respect to any portion of the Rail Corridor constructed on property owned by BNSF, in accordance with the provisions and standards set forth in the BNSF C&M Agreement) and is generally located in the right-of-way Owner acquired from Southern Pacific Transportation Company running generally along and parallel to Alameda Street beginning, in the north, for each Railroad, at the point that such Railroad leaves the mainline tracks or trackage rights owned or held by such Railroad (other than the Rail Corridor itself), which point, for each Railroad, is shown on Page 1 of the Map, and ending, in the south, at the Anaheim Street grade separation in the City of Long Beach and at the northerly entrance to the Badger Avenue Bridge in the City of Long Beach. The Rail Corridor includes:

- (a) the Joint Use Construction Projects (provided, however, capital replacement of the North End Grade Separation shall be governed by separate agreements between BNSF and the commuter agencies which operates over the North End Grade Separation, and provided further, however, for purposes of maintenance, repair and dispatching, the North End Grade Separation shall not be considered part of the Rail Corridor);
- (b) the connections and crossings identified in Section 3.1(a)(i)(B) and Section 3.1(a)(i)(C) of the UP C&M Agreement;
- (c) a Track connection between the Rail Corridor and a Track leading to Watson Yard, up to the property line of Owner’s property, as that Watson Yard Track connection is described in the ATSF Purchase Agreement (as such description is updated and modified in the BNSF C&M Agreement);
- (d) a Track connection between the Rail Corridor and BNSF’s main line Tracks near Redondo Junction, up to the property line of Owner’s property, as that Track connection is described in the ATSF Purchase Agreement (as such description is updated and modified in the BNSF C&M Agreement); and
- (e) The Rail Corridor does not include any street, roadway or highway structures or improvements over or adjacent to the Rail Corridor (provided that this sentence shall not be deemed to exclude from the definition of Rail Corridor any (x) maintenance, access or service roads constructed on or adjacent to the Rail Corridor property for the primary purpose of providing access to or maintaining the Track and other components of the Rail Corridor, or (y) the structural portion of bridges and overpasses over the trench portion of the Rail Corridor (which structural portions constitute part of the Non-Rail Components), all of which are part of the Rail Corridor). The Rail Corridor does not include the Drill Track.

“*Railroad*” means, individually, BNSF or Union Pacific, and “*Railroads*” means, collectively, all of BNSF and Union Pacific, and the assignees of the foregoing permitted pursuant to the Operating Agreement, together with any other Class I or financially responsible and experienced regional railroad that in the future may be granted rights by Owner to use the Rail Corridor pursuant to the Operating Agreement.

“*Repositioning and Crossing Movement*” means one of the following continuous movements across the Rail Corridor (*i.e.*, not including switching on the Rail Corridor) for the purpose of repositioning of locomotives, railcars and equipment, or moving the same across the Rail Corridor, only:

- (i) movements over the Rail Corridor only north of 25th Street (and, with respect to Union Pacific, including J Yard), or the connection of Union Pacific’s Wilmington Branch to the Rail Corridor, and not to or from any Port Facility;
- (ii) movements over the Rail Corridor only south of the Dolores Yard/Intermodal Container Transfer Facility connection track (as outlined on Page 3 of the Map) at Dominguez Junction between a Port Facility and a rail origin or destination south of Dominguez Junction (which shall include for BNSF only movements to Watson Yard (as shown on Page 3 of the Map) and then to an industry or yard located on BNSF’s Harbor Subdivision south of 25th Street);
- (iii) movements across the Rail Corridor that both originate and terminate on the Drill Track or adjacent yards;

(iv) movements across the Rail Corridor between Union Pacific's Wilmington Branch, and Dolores Yard;

(v) turning of locomotives and railcars by Union Pacific using the Watson Yard connection track as described in that certain Use of Tracks Agreement dated as of December 22, 1994 among Southern Pacific Transportation Company, BNSF and Owner; and

(vi) movements between the Dow Chemical Facility and Mead Yard (as outlined on Page 3 of the Map);

provided that in each case the Railroad conducting the Repositioning and Crossing Movement shall not hold, store, position or leave trains, railcars, locomotives or other equipment on, or otherwise block, any of the main line tracks of the Rail Corridor. In no event shall Repositioning and Crossing Movements be used to move railcars or containers that otherwise are required by the Operating Agreement to use the Rail Corridor to another rail line in order to avoid using the Rail Corridor.

"*STB*" means the Surface Transportation Board.

"*Substantial Completion*" means and includes the construction of the crossings and connections described in clause (b) of the definition of "Rail Corridor," on the terms set forth in the UP C&M Agreement, and the construction of the connection Tracks described in clauses (c) and (d) of the definition of "Rail Corridor" beyond the property line of Owner's property on the terms set forth in the BNSF C&M Agreement. The parties acknowledge and agree that Substantial Completion occurred on April 15, 2002.

"*Through Train*" means any train movement commencing or terminating at a Port Facility, together with Union Pacific's "Dolores Hauler" (pursuant to the Project environmental impact report) and existing unit trains to or from any oil refineries served from the Rail Corridor (pursuant to the Project environmental impact report), excluding, however, any Repositioning and Crossing Movements and/or Local Trains.

"*Toyota Distribution Facility*" means the Toyota Distribution Facility as outlined on Page 3 of the Map.

"*Track*" means all railroad related improvements, including all tracks (including main line tracks, spur tracks, lead tracks, passing tracks and storage tracks) and all rail-related facilities (including rails and fastenings, switches, frogs, bumpers, ties, ballast, roadbed, signaling devices and systems, traffic control systems, interlocking devices and plants, crossing warning devices, crossing surfaces, signal pole lines, and signal communication facilities and equipment).

"*Track Schematic Drawings*" means those certain track schematic drawings dated 12 January 1998 (with a date code of 1 October 1998 along the lower right margin) and initialed by each of POLA, POLB, the Authority, BNSF and Union Pacific, copies of which are attached to each of the UP C&M Agreement and the BNSF C&M Agreement, as the same have been amended prior to the date of the Operating Agreement pursuant to the Original Agreement or by agreement of Owner and the Railroads.

"*Track Support Structures*" means those properties, improvements and structures for use or support of the Track, including rail bridges, rail tunnels, culverts and other structures, subgrade, embankments, walls (including sound walls but excluding support structures for street, roadway or highway bridges), dikes, pavements and drainage facilities, and maintenance, access and service roads.

"*UP C&M Agreement*" means that certain Amended and Restated Construction and Maintenance Agreement dated as of October 12, 1998 (as the same may be amended from time to time, to the extent not inconsistent with the provisions of the Operating Agreement), by and between Union Pacific and the Owner, governing the construction of the Rail Corridor and the Drill Track.

"*UP San Pedro Branch*" means the railroad rights of way and adjoining land and improvements located in the County of Los Angeles, State of California, commonly known as the Union Pacific San Pedro Branch, approximately between Milepost 3.08 in the north and Milepost 21.71 in the south.

"*West Thenard*" means the rail junction shown on Page 3 of the Map.

Background

The Owner, the Railroads and the Authority entered into the Original Agreement on October 12, 1998. The Operating Agreement dated December 15, 2016 supersedes the Original Agreement. In general, the Operating

Agreement governs the administration, operation and maintenance of, and the payment of fees and expenses related to, the Rail Corridor.

Access to and Use of the Rail Corridor

The Operating Agreement grants to each of the Railroads access to certain Port Facilities, to the Rail Corridor and to all Port-Owned Tracks for the purpose of providing freight rail service to and from the Ports. Access is granted to each Railroad on an equal and nondiscriminatory basis, subject to certain exceptions specified in the Operating Agreement. The Operating Agreement also grants certain non-exclusive overhead trackage rights to each of the Railroads in connection with their use of the Rail Corridor.

Provided that the Railroads have obtained all necessary approvals and consents from the STB (and any other federal agency with jurisdiction), each Railroad shall use the Rail Corridor for all Through Train movements. The Railroads shall also have the right to use the Rail Corridor for the movement of Local Trains, subject to the restrictions and limitations set forth in the Operating Agreement (such as the requirement that (i) although Local Trains may operate on the Rail Corridor, there shall be no switching of rail cars on the Rail Corridor, nor shall there be any freight rail service to any local industry customers directly from the Rail Corridor, except as expressly permitted under the UP C&M Agreement and in the Operating Agreement, and (ii) no more than 20% of the cargo transported by all Railroads on the Rail Corridor in any year move to or from facilities which are not included within the meaning of “port facilities” under Section 142(a)(2) of the Internal Revenue Code of 1986, as amended). The fees that will be charged to the Railroads in connection with their use of the Rail Corridor are described below (see “Use Fees, Container Charges and M&O Charges” below).

Each Railroad shall provide, at its sole cost and expense, its own equipment and crews for all train movements on the Rail Corridor and on all Port-Owned Tracks (subject to the Port Rail Agreements and other existing agreements to which either or both of the Railroads are parties). Each Railroad is also responsible for providing whatever security services or measures it deems necessary or desirable for its property and equipment, and all cargo, railcars and equipment in its possession and control. Except as expressly provided in various other agreements with the Railroads, neither Owner nor the Authority shall have any obligation (a) to inspect, maintain, refuel, service or repair any equipment used by the Railroads, to clear any derailed trains, or to provide refueling, servicing or repair facilities or equipment to the Railroads in connection with the Railroads’ use of the Rail Corridor or Port-Owned Tracks; (b) to provide security services or measures to protect any property or equipment owned or used by the Railroads from theft, vandalism or damage; or (c) to inspect, maintain, service, dispatch, operate or repair the Rail Corridor, the Port-Owned Tracks, or the UP San Pedro Branch.

Use Fees, Container Charges and M&O Charges

Authority’s Right to Collect Fees

The Operating Agreement grants to the Authority (or any trustee for Bonds issued by the Authority) the sole right and obligation to receive, hold and expend in accordance with the terms of the Operating Agreement all M&O Charges, Use Fees, Container Charges and Port Advances and all other funds, assets or amounts to which the Authority may be entitled under the Operating Agreement (“ACTA Revenues”). Except as expressly provided in the Operating Agreement, no entity shall have any right to receive, hold and expend ACTA Revenues to which the Authority is entitled under the Operating Agreement.

The Railroads, POLA and POLB have agreed to take all actions as may be necessary or appropriate to effectuate the payment and receipt of the ACTA Revenues to be received by the Authority pursuant to the Operating Agreement. Furthermore, POLA and POLB will not do or permit anything to be done, or omit or refrain from doing anything (including the exercise of their rights to terminate a Railroad’s rights under the Operating Agreement after the occurrence of a material default or breach by such Railroad; see “Default and Remedies” below) in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the Operating Agreement or which otherwise would interfere with the Authority’s right to receive the ACTA Revenues.

The Operating Agreement gives the Authority the right to pledge, assign and transfer without recourse all of its rights (subject to the terms of the Operating Agreement) to receive all or a portion of the ACTA Revenues, and any other rights or remedies as granted to the Authority under the Operating Agreement, to a third party trustee or other fiduciary in connection with the ACTA Financing. Upon receipt of a written notice from the Authority that it has assigned its rights to payments of all or any portion of the ACTA Revenues to such a trustee or fiduciary, POLA,

POLB and the Railroads each shall make all such payments directly to the trustee or fiduciary until receipt of further payment instructions signed by both the Authority and such trustee or fiduciary.

All payments by the Railroads and Owner under the Operating Agreement, including, without limitation, payments of the ACTA Revenues, shall be an absolute obligation of the Railroads or Owner, as applicable, and shall be made when due without deduction, setoff, reduction or any defenses of any kind or character unrelated to the mathematical calculation of amounts. The Railroads and Owner expressly disclaim any interest in the ACTA Revenues and waive any defenses to enforcement by the Authority of any claim to such amounts and agree not to challenge the Authority's rights to such amounts.

Use Fees and Container Charges

The Operating Agreement establishes the Use Fees and Container Charges to be paid to the Authority by the Railroads for their use of the Rail Corridor. Such Use Fees and Container Charges are assessed and collected beginning upon the date of commencement of Through Train operations over the Rail Corridor north of West Thenard and south of 25th Street after Substantial Completion (excluding test or training trips by trains).

Each Railroad shall pay to the Authority Use Fees, which shall be charged on (i) all Through Trains, regardless of whether the Through Train uses the Rail Corridor (unless such Through Train cannot use the Rail Corridor because of a complete blockage of all through tracks comprising the Rail Corridor for more than five consecutive days); (ii) all Local Trains which actually use all or any portion of the Rail Corridor; and (iii) all rail cars and/or containers, as the case may be, which originate or terminate at a Port Facility but which are included on a Local Train which does not use the Rail Corridor (other than rail cars carrying Toyota (or related company) automobiles originating in the continental United States and terminating at the Toyota Distribution Facility during a certain exclusive service period).

In addition, commencing April 15, 2002, each Railroad shall pay to the Authority Container Charges on each Waterborne Container that originates or terminates at the Ports and which is moved by rail into or out of Southern California (i.e., the counties of Kern, San Bernardino, San Luis Obispo, Santa Barbara, Ventura, Los Angeles, Orange, Riverside, San Diego and Imperial) by such Railroad (unless such Waterborne Container already has been assessed the Use Fee). Payment of Container Charges shall be made to the Authority regardless of whether the containers have traveled on the Rail Corridor. However, if there is a complete blockage of all through tracks comprising the Rail Corridor for more than five consecutive days, then Container Charges shall not be assessed on those Waterborne Containers that are shifted to transport by truck as a result of the complete blockage.

On or before the last day of each month, each Railroad shall pay to the Authority its Use Fees and Container Charges for the preceding month, based upon the actual number of containers and railcars transported by or on behalf of such Railroad during the immediately preceding month for which the payment of a Use Fee or Container Charge would apply. Any payment not made when due shall bear interest at the Overdue Rate until paid (in addition to all of the Authority's other remedies for such non-payment; see "Default and Remedies" below). The Authority shall monitor, or hire a third party to monitor, the railcars and containers that are subject to Use Fees and Container Charges.

The Railroads shall continue to be assessed the Use Fees and Container Charges at their full rates (i.e., unadjusted for changes in annual debt service on any ACTA Financing) until the earlier to occur of the following ("Use Fees Termination Date"): (i) April 15, 2062 (being the date sixty (60) years after the April 15, 2002 commencement of Through Train operations over the Rail Corridor north of West Thenard and south of 25th Street after Substantial Completion), and (ii) the date that Net Project Costs and the amounts and obligations in the definition of Flow of Funds (see "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS - Flow of Funds" in this Official Statement) have been repaid in full (including repayment in full of any ACTA Financing and the Federal Loan and the funding of the Reserve Account to the then current target amount for the Reserve Account). Use Fees and Container Charges shall not be assessed and collected for any freight traffic movements after the Use Fees Termination Date.

The Use Fees, the Container Charges and the Shortfall Advances, if any, by POLA and POLB, (see "Shortfall Advances" below) will be used (i) to pay Net Project Costs and (ii) to pay the other expenses, and fund, maintain and replenish the reserves relating to the Project and the use and operation of the Rail Corridor. The Flow of Funds governs the order of priority for allocation and disbursement of Use Fees and Container Charges.

M&O Charges

Subject to certain limitations specified in the Operating Agreement, each Railroad shall be charged a Pro Rata Portion (based on its use of the Rail Corridor and the Port-Owned Tracks) of the maintenance and operation expenses (the "M&O Charges") relating to the Rail Corridor and the Port-Owned Tracks. The M&O Charges include, collectively, (i) the annual cost of operating, maintaining and repairing the Rail Corridor and the Port-Owned Tracks (including any storage tracks), (ii) taxes (including property or possessory interest taxes assessed against Owner, the Authority or the Railroads with respect to the Rail Corridor), (iii) premiums for the casualty insurance and business interruption insurance described in the Operating Agreement with deductibles determined by Owner and Railroads through Mutual Agreement (which deductibles shall not, however, violate the requirements of the Master Trust Indenture, the Federal Loan and the ACTA Financing) and relating solely to the Rail Corridor and the Port-Owned Tracks (but not any casualty insurance premiums relating to automobiles, trucks or other wheeled equipment owned or leased by Owner or the Authority and not used solely in connection with operation or maintenance of the Rail Corridor or Port-Owned Tracks, which premiums shall be the responsibility of Owner or the Authority, as the case may be), (iv) costs of dispatching (including communication and signaling), (v) the cost of maintaining and repairing communications facilities, signals and interlockers, (vi) security costs, (vii) debris removal, (viii) costs of maintaining and repairing rails, ties, ballast, undercutting, drainage and surfacing, and other repairs, and (ix) the costs and expenses of the entities or parties responsible for inspecting, dispatching, securing, maintaining and/or repairing the Rail Corridor and/or the Port-Owned Tracks (including without limitation, the Corridor Dispatcher and the Corridor Maintenance Contractor) (and a charge for the reasonable overhead of such entities or parties).

M&O Charges shall not include replacement costs except to the extent that Owner and Railroads determine through Mutual Agreement that such costs are not properly included in Capital Expenses. In addition, each Railroad shall individually be responsible, at its sole cost and expense, for maintaining, repairing and operating facilities, signals, structures and property that are exclusively used or operated by such Railroad or which exclusively benefit such Railroad.

With respect to the Port-Owned Tracks, if and to the extent that the Port Rail Agreements provide for the maintenance, repair or replacement of the Port-Owned Tracks, or the dispatching, switching and operation thereon, the Port Rail Agreements shall control with respect to the payment of the costs and expenses for such matters for so long as such agreements are in effect. In such event, the Railroads shall not be required to pay M&O Charges under the Operating Agreement with respect to the maintenance, repair, replacement, dispatching or switching operations of the Port-Owned Tracks because the Railroads are obligated to make payments for such matters under the Port Rail Agreements.

M&O Charges incurred in the maintenance and repair of Track and Track Support Structures of the Rail Corridor and the Port-Owned Tracks shall be pro-rated between the Railroads based on gross ton miles. All other M&O Charges shall be pro-rated between the Railroads based on train miles. The resulting amounts, collectively, shall be the Pro Rata Portions owed by each Railroad.

The budgeted M&O Charges for each calendar year (other than the calendar year in which Substantial Completion occurs) will be divided into 12 equal installments (each such monthly amount being referred to herein as the "Monthly Amount"). If Owner and Railroads, through Mutual Agreement, modify the budgeted M&O Charges during a year, the Monthly Amount shall be adjusted to reflect the revised budget, with any increase or decrease in the budget spread over the remainder of the year.

If an item or items to be funded through M&O Charges is scheduled to be performed before sufficient funds have accumulated through payment of the Monthly Amount, then Owner and Railroads, through Mutual Agreement, may require an accelerated payment of M&O Charges to fund such items(s).

The budgeted Capital Expenses and Non-Rail Maintenance and Capital Improvement Charges will be paid from the Reserve Account, to the extent funds then are available in the Reserve Account. To the extent funds are not then available in the Reserve Account to pay any budgeted Capital Expenses, Non-Rail Maintenance and Capital Improvement Charges, or any other Capital Expenses and Non-Rail Maintenance and Capital Improvement Charges that Owner and Railroads, through Mutual Agreement, may from time to time determine to be necessary or appropriate (including to pay for any capital repairs or replacements that may be required as a result of a casualty event), each Railroad shall pay its Pro Rata Portion on a gross ton mile basis (based on each Railroad's Pro Rata Portion for the previous calendar year) of such Capital Expenses or Non-Rail Maintenance and Capital Improvement Charges.

Any payment of M&O Charges not made when due shall bear interest at the Overdue Rate until paid (in addition to all of the Authority's other remedies for such non-payment; see "Default and Remedies" below).

All M&O Charges shall be paid by the Railroads to the Authority (unless the Authority assigns its rights to receive such amounts to a trustee or other fiduciary in connection with the ACTA Financing) and placed by the Authority in a separate fund established by the Authority. The Authority shall use such fund for the sole purpose of promptly paying the M&O Charges. Except as otherwise expressly provided in the definition of M&O Charges, none of the Authority, POLA or POLB shall be responsible for the payment of any M&O Charges.

Shortfall Advances

If during any calendar year after Substantial Completion (or the partial calendar year in which Substantial Completion occurs) the Annual Amount payments due during such calendar year (or the initial partial year) and the Federal Loan payments due during such calendar year (or the initial partial year) (collectively, the "Required Annual Payment") are not paid in full, then POLA and POLB will advance to the Authority, from any legally available source, funds ("Shortfall Advances") sufficient to pay the positive difference between the Required Annual Payment due with respect to such year and the amount of other funds available to be applied against the Required Annual Payment in such year (exclusive of all reserves and other funds specifically pledged for other purposes). However, in no event shall the Shortfall Advances required to be made with respect to a calendar year (or the initial partial calendar year) exceed in the aggregate an amount equal to 40% of the total Annual Amount and Federal Loan payments due in such calendar year (or the initial partial calendar year).

Each of POLA and POLB shall be separately responsible for one-half of the Shortfall Advances due in a year, with neither entity responsible for the contribution required of the other. In no event shall POLA or POLB individually be required to pay in any calendar year (or partial year) an amount in excess of 20% of the Required Annual Payment due in such calendar year or the initial partial year.

The Shortfall Advances shall be allocated to fund shortfalls for such year in the following items and in the following order of priority: first, to the Annual Amount (other than any portion or tranche subordinated to the Federal Loan), second to the Federal Loan, and third, to any subordinated portion or tranche of the ACTA Financing.

In the event POLA or POLB fails to pay a Shortfall Advance in the year such payment is due, then the amount of such unpaid Shortfall Advance (the "Unpaid Shortfall") shall continue to accrue and be payable by POLA or POLB (as the case may be) on the first day of the following fiscal year. The obligation of POLA or POLB (as the case may be) to pay the Unpaid Shortfall shall be in addition to its obligation to pay Shortfall Advances. In the event such Unpaid Shortfall triggers a reamortization of the Federal Loan and causes an increase in the amount due on the Federal Loan for the following year, such increase shall be allocated entirely to the entity which has not paid for purposes of determining POLA's and POLB's respective Shortfall Advance, if any, for such following year. In the event such increase is included in the entity's Shortfall Advance for such subsequent year, then the amount of such entity's Unpaid Shortfall for the prior year shall be reduced by the amount of such increase.

If any portion or tranche of the ACTA Financing is subordinated as permitted by the Operating Agreement, then for the purposes of calculating Shortfall Advances only, the Annual Amount shall be deemed to include such subordinated portion or tranche and Shortfall Advances shall be applied thereto in the order of priority set forth above for Shortfall Advances.

The obligation of POLA and POLB to make Shortfall Advances shall continue even though Use Fees may be abated as the result of a complete blockage of all through tracks comprising the Rail Corridor for more than five consecutive days. The proceeds of any business interruption insurance with respect to such an abatement of Use Fees (and, if applicable, Container Charges) that are applied to the Required Annual Payment shall be taken into account in determining the amount of Shortfall Advances due.

Reserve Account

The Authority established a separate revolving fund/account fund to be held in trust by the trustee known as the Reserve Account (the "Reserve Account"), which shall be used by the Authority to pay when due the following: (i) annual maintenance and capital improvements and replacements of the Non-Rail Components, together with capital replacement of any rail bridge over the Rail Corridor (but only if (A) one of the Railroads actually is using the rail bridge at the time the capital replacement is needed, and (B) a third party, at its cost, is not providing the maintenance and/or capital improvement or replacement of such rail bridge) (collectively, "Non-Rail Maintenance and Capital Improvement Charges"); (ii) Capital Expenses; (iii) costs or fees charged by the financial institution or firm at which the Reserve Account is established for maintaining the Reserve Account and investing any funds therein; and (iv) if approved by Owner and Railroads through Mutual Agreement (or if both Railroads are in default under the Operating

Agreement, then the Authority) to pay M&O Charges if and only to the extent such charges have not been paid by the Railroads and sufficient funds are not otherwise available therefor.

If the Reserve Account has insufficient funds to cover Capital Expenses and/or Non-Rail Maintenance and Capital Improvement Charges, then each Railroad shall pay its Pro Rata Portion on a gross ton mile basis of such Capital Expenses and/or Non-Rail Maintenance and Capital Improvement Charges.

Subject to the limits described in the following paragraph, the Reserve Account shall be funded over time from the Use Fee and Container Charge revenues remaining each year in accordance with the Flow of Funds until the Reserve Account reaches (or is restored to) the then-current target amount for the Reserve Account (“Reserve Account Target”). Once the Reserve Account Target has been met, Use Fee and Container Charge revenues shall be added to the Reserve Account only to the extent necessary to restore the balance therein to the then-current Reserve Account Target.

Until all amounts (including interest, if any) outstanding with respect to the Federal Loan, the ACTA Financing, Port Advances, the Property Assembly Reimbursement and the Benefit Amount have been paid in full, (i) no more than \$10 million of Use Fees and Container Charges generated each year may be deposited in the Reserve Account, and (ii) the Reserve Account Target shall not exceed \$90 million (except that these two restrictions shall not apply to deposits in the Reserve Account from the Property Assembly Reimbursement, or to income or interest earned on the Reserve Account). Furthermore, to the extent any amounts are withdrawn from the Reserve Account to pay M&O Charges, such amounts shall be replenished solely from payments of the Monthly Amount made by the Railroads and not from Use Fee and Container Charges.

In certain circumstances specified in the Operating Agreement, POLA and POLB may be required to contribute funds to the Reserve Account to ensure that at least \$6 million (\$3 million from each Port) is deposited in the Reserve Account during certain periods.

Starting April 2017, and every five years thereafter, Owner and Railroads, through Mutual Agreement, shall adjust the Reserve Account Target for the upcoming five-year period so that it will be equal to one-fifth of all costs potentially covered by the Reserve Account (including M&O Charges) that are projected to be incurred during the upcoming five year period, taking into account all relevant factors. In no event will the Reserve Account Target be reduced below \$15 million.

Amounts placed in the Reserve Account shall be invested in accounts or investments selected by the Authority in accordance with the Authority’s Investment Policy. Any income or interest earned on amounts in the Reserve Account shall be added to the Reserve Account (even if the addition of such amounts would result in the amount in the Reserve Account to exceed the then-current Reserve Account Target) and shall be available for application to the purposes specified above for the Reserve Account.

Defaults and Remedies

Defaults

Any of the following events shall be deemed a default by a Railroad under the Operating Agreement: (i) failure to pay any sums payable under the Operating Agreement (including M&O Charges, Capital Expenses, Use Fees or Container Charges) within 15 days after receipt of notice of such failure; or (ii) failure to perform any other obligation under the Operating Agreement or under any rule, regulation or procedure adopted pursuant to the Original Agreement or the Operating Agreement within 45 days after receipt of written notice by Owner or by the Authority, provided that if such Railroad commences to cure such failure but such failure cannot be cured within such 45-day period despite diligent pursuit of such cure, such Railroad shall be entitled to an extension of 45 days to cure such default if such Railroad continues to diligently pursue such cure.

Any of the following events shall be deemed a default by Owner under the Operating Agreement: (i) failure to pay any sums payable under the Operating Agreement (including Shortfall Advances) within 15 days after receipt of notice of such failure; or (ii) failure to perform any other obligation under the Operating Agreement or under any rule, regulation or procedure adopted pursuant to the Original Agreement or the Operating Agreement within 45 days after receipt of written notice by the Authority or by any Railroad, provided that if Owner commences to cure such failure but such failure cannot be cured within such 45-day period despite diligent pursuit of such cure, Owner shall be entitled to an extension of 45 days to cure such default if Owner continues to diligently pursue such cure.

The failure by the Authority to perform any of its obligations under the Operating Agreement within 45 days after receipt of written notice by any Railroad or by Owner shall be deemed a default under the Operating Agreement by the Authority, provided that if the Authority commences to cure such failure but such failure cannot be cured within such 45-day period despite diligent pursuit of such cure, the Authority shall be entitled to an extension of the period of time necessary to cure such failure if the Authority continues to diligently pursue such cure.

Remedies

In the event of a default or breach of any of the terms of the Operating Agreement, the non-defaulting party(ies) shall have all remedies available at law or in equity, including actual damages and/or specific performance. Any party to the Operating Agreement may bring an action against a defaulting party to recover damages suffered as a result of the default. However, only the Authority may bring an action to recover Use Fees, Container Charges, Shortfall Advances, M&O Charges, or other sums required to be paid to the Authority under the terms of the Operating Agreement. In addition, any payment that is not made when due under the Operating Agreement shall bear interest at the Overdue Rate until such payment is made.

After the occurrence of a material default or breach of the terms of the Operating Agreement by a Railroad and the failure of such Railroad to cure such material default or breach within the applicable cure period, Owner and the Authority (in addition to any other remedies they may have) each shall have the right either to terminate such Railroad's rights under the Operating Agreement to operate on the Rail Corridor and Port-Owned Tracks, or require such Railroad to transfer all of its rights under the Operating Agreement to another Railroad on terms and conditions acceptable to Owner and the Authority but which do not discriminate against any other Railroad. However, to the extent required under applicable law, such termination or transfer shall not take effect until it has been approved by any judicial or regulatory body with jurisdiction over such matters. In addition, if the amounts and obligations listed in the definition of Flow of Funds have not been paid in full, then Owner and the Authority may only exercise such transfer right and may not terminate the Operating Agreement.

In the event of a claim or dispute arising out of the Operating Agreement, as amended, or the Settlement Agreement, the disputing parties shall make good faith efforts to resolve the dispute through negotiation for a period of 30 days after receipt of written notice of the claim or dispute, which notice shall reference certain provisions of the Operating Agreement. After expiration of such 30 day period for negotiation, any disputing party may request non-binding mediation regarding such claim or dispute. In the event a claim or dispute submitted to mediation is not resolved by mediation, any subsequent lawsuit based upon such claim or dispute shall be initiated in Superior Court in the County of Los Angeles.

Assignment

Except as expressly permitted by the Operating Agreement, no party may assign its rights or delegate its duties under the Operating Agreement without the written consent of the other parties. The Operating Agreement expressly permits the following assignments: (a) The Authority may assign its rights and remedies under the Operating Agreement to a third party trustee or other fiduciary in connection with the ACT A Financing; (b) A Railroad may transfer all of its rights under the Operating Agreement to another Railroad if required by Owner or the Authority after a material breach or default by the transferring Railroad; (c) Owner may assign its rights (without any modification thereof) under the Operating Agreement to the Authority or another joint powers authority or government or public entity in which POLA and POLB are members (which entity must agree in writing to perform all of the obligations of Owner under the Operating Agreement); (d) POLA and POLB may transfer, lease or grant a license, permit or other rights in or to the Rail Corridor property to the Authority or another entity without assigning their rights under the Operating Agreement, (e) Owner may assign any of its obligations (without any modification thereof) under the Operating Agreement to an entity reasonably acceptable to the Railroads (which entity must agree in writing to perform all of the obligations of Owner under the Operating Agreement); (f) Owner may permit other Class I railroads, or financially responsible and experienced regional railroads, to use the Rail Corridor, provided that such use shall be on all of the terms and conditions of the Operating Agreement; (g) Any Railroad may assign all (but not less than all) of its rights under the Operating Agreement to another Railroad or to any other Class I railroad or a financially responsible and experienced regional railroad, without Owner's consent, provided that such other Railroad or railroad assumes all of the assigning Railroad's obligations under the Operating Agreement; (h) Any Railroad may assign all (but not less than all) of its rights under the Operating Agreement to its successor entity pursuant to a merger or reorganization, without Owner's consent, provided that the successor entity assumes all of the obligations of that Railroad under the Operating Agreement; and (i) Owner may, subject to the terms of the Port Rail Agreements, grant to a third party such trackage rights or operating easements over the Rail Corridor and the Port-Owned Tracks as may

be necessary to gather, distribute and switch rail cars within the Port areas (as such Port areas are shown on Page 4 of the Map) and to and from the "Manuel Sidings," provided that such third party shall be subject to all of the terms and conditions of the Operating Agreement.

APPENDIX F*

DTC BOOK-ENTRY SYSTEM AND GLOBAL CLEARANCE PROCEDURES

This Appendix F describes how ownership of the Series 2022 Bonds is to be transferred and how the principal of and interest on the Series 2022 Bonds are to be paid to and credited by Depository Trust Company (“DTC”), while the Series 2022 Bonds are registered in its nominee's name.

The information in this Appendix F concerning DTC, Euroclear Bank SA/NV as operator of the Euroclear System (“Euroclear”) and Clearstream Banking, S.A., Luxembourg (“Clearstream Banking”) (DTC, Euroclear and Clearstream Banking together, the “Clearing Systems”), and DTC’s book-entry-only system has been provided by DTC, Euroclear and Clearstream Banking for use in disclosure documents such as this Official Statement.

DTC will act as the initial securities depository for the Series 2022 Bonds. Euroclear and Clearstream Banking are participants of DTC and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders.

The information set forth below is subject to any change in or reinterpretation of the rules, regulations and procedures of the Clearing Systems currently in effect and the Authority expressly disclaims any responsibility to update this Official Statement to reflect any such changes. The information herein concerning the Clearing Systems has been obtained from sources that the Authority believes to be reliable, but neither the Authority nor the Underwriters take any responsibility for the accuracy or completeness of the information set forth herein. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. The Authority and the Underwriters will not have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Series 2022 Bonds held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

The Authority cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Series 2022 Bonds, or redemption or other notices, to participants of the Clearing Systems (“Participants”) (2) Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Series 2022 Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC or the other Clearing Systems will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants (hereinafter defined) are on file with DTC.

DTC Book-Entry Only System

Clearing Systems

DTC will act initially as Securities Depository for the Series 2022 Bonds. The Series 2022 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Series 2022 Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest Securities Depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million

* Preliminary, subject to change.

issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company of DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. Nothing contained on such website is incorporated herein.

Purchases of the Series 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2022 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2022 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction.

Transfers of beneficial ownership interests in the Series 2022 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their beneficial ownership interests in Series 2022 Bonds, except in the event that use of the book-entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2022 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2022 Bonds with DTC and their registration in the name of Cede & Co., or such other DTC nominee, does not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2022 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2022 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2022 Bond documents. For example, Beneficial Owners of Series 2022 Bonds may wish to ascertain that the nominee holding the Series 2022 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC*. [If less than all of the Series 2022 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant

* Ntd: Need to match redemption language to each series.

in such maturity to be redeemed, unless other arrangements are made between the Authority and DTC.]

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2022 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Series 2022 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2022 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor Securities Depository is not obtained, Series 2022 Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor Securities Depository). In that event, Series 2022 Bonds will be printed and delivered in accordance with the Trust Indenture.

SO LONG AS CEDE & CO. IS THE REGISTERED HOLDER OF THE SERIES 2022 BONDS, AS NOMINEE OF DTC, REFERENCES IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES THERETO, TO THE REGISTERED HOLDERS OF THE SERIES 2022 BONDS OR BONDHOLDERS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2022 BONDS.

In reading this Official Statement it should be understood that while the Series 2022 Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Series 2022 Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Trust Indenture will be given only to DTC.

Euroclear and Clearstream Banking

Euroclear and Clearstream Banking have advised as follows:

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

Euroclear and Clearstream Banking customers are worldwide financial institutions, including

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

Clearing and Settlement Procedures

Any Bonds sold in offshore transactions will be initially issued to investors through the book-entry facilities of DTC, for the account of its participants, including but not limited to Euroclear and Clearstream Banking. If the investors are participants in Clearstream Banking and Euroclear in Europe, or indirectly through organizations that are participants in the Clearing Systems, Clearstream Banking and Euroclear will hold omnibus positions on behalf of their participants through customers' securities accounts in Clearstream Banking's and Euroclear's names on the books of their respective depositories. In all cases, the record holder of the Series 2022 Bonds will be DTC's nominee and not Euroclear or Clearstream Banking. The depositories, in turn, will hold positions in customers' securities accounts in the depositories' names on the books of DTC. Because of time zone differences, the securities account of a Clearstream Banking or Euroclear participant as a result of a transaction with a participant, other than a depository holding on behalf of Clearstream Banking or Euroclear, will be credited during the securities settlement processing day, which must be a business day for Clearstream Banking or Euroclear, as the case may be, immediately following the DTC settlement date. These credits or any transactions in the securities settled during the processing will be reported to the relevant Euroclear participant or Clearstream Banking participant on that business day. Cash received in Clearstream Banking or Euroclear as a result of sales of securities by or through a Clearstream Banking participant or Euroclear participant to a DTC Participant, other than the depository for Clearstream Banking or Euroclear, will be received with value on the DTC settlement date but will be available in the relevant Clearstream Banking or Euroclear cash account only as of the business day following settlement in DTC.

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

The Authority will not impose any fees in respect of holding the Series 2022 Bonds; however, holders of book-entry interests in the Series 2022 Bonds may incur fees normally payable in respect of the maintenance and operation of accounts in the Clearing Systems.

Initial Settlement

Interests in the Series 2022 Bonds will be in uncertified book-entry form. Purchasers electing to hold book-entry interests in the Bonds through Euroclear and Clearstream Banking accounts will follow the settlement procedures applicable thereto and applicable to DTC. Book-entry interests in the Series 2022 Bonds will be credited by DTC to Euroclear and Clearstream Banking participants' securities clearance accounts on the business day following the date of delivery of the Bonds against payment (value as on the date of delivery of the Series 2022 Bonds). DTC participants acting on behalf of purchasers electing to hold book-entry interests in the Series 2022 Bonds through DTC will follow the delivery practices applicable to securities eligible for DTC's Same Day Funds Settlement system. DTC participants' securities accounts will be credited with book-entry interests in the Bonds following confirmation of receipt of payment to the Authority on the date of delivery of the Series 2022 Bonds.

Secondary Market Trading

Secondary market trades in the Series 2022 Bonds will be settled by transfer of title to book-entry interests in the Clearing Systems. Title to such book-entry interests will pass by registration of the transfer within the records of Euroclear, Clearstream Banking or DTC, as the case may be, in accordance with their respective procedures. Book-entry interests in the Series 2022 Bonds may be transferred within Euroclear and within Clearstream Banking and between Euroclear and Clearstream Banking in accordance with procedures established for these purposes by Euroclear and Clearstream Banking. Book-entry interests in the Series 2022 Bonds may be transferred within DTC in accordance with procedures established for this purpose by DTC. Transfer of book-entry interests in the Series 2022 Bonds between Euroclear or Clearstream Banking and DTC shall be effected in accordance with procedures established for this purpose by Euroclear, Clearstream Banking and DTC.

Special Timing Considerations

Investors should be aware that investors will only be able to make and receive deliveries, payments and other communications involving the Series 2022 Bonds through Euroclear or Clearstream Banking on days when those systems are open for business. In addition, because of time-zone differences, there may be complications with completing transactions involving Clearstream Banking and/or Euroclear on the same business day as in the United States. U.S. investors who wish to transfer their interests in the Series 2022 Bonds, or to receive or make a payment or delivery of Bonds, on a particular day, may find that the transactions will not be performed until the next business day in Luxembourg if Clearstream Banking is used, or Brussels if Euroclear is used.

Clearing Information

The Authority and the Underwriters expect that the Series 2022 Bonds will be accepted for clearance through the facilities of Euroclear and Clearstream Banking. [The international securities identification number, common code and CUSIP number for the Series 2022 Bonds are set out on the cover page of this Official Statement.]

None of Euroclear, Clearstream Banking or DTC is under any obligation to perform or continue to perform the procedures referred to above, and such procedures may be discontinued at any time.

Neither the Authority, the Underwriters nor any of their agents will have any responsibility for the performance by Euroclear, Clearstream Banking or DTC or their respective direct or indirect participants or account holders of their respective obligations under the rules and procedures governing their operations or the arrangements referred to above.

Limitations

For so long as the Series 2022 Bonds are registered in the name of DTC or its nominee, Cede & Co., the Authority and the Trustee will recognize only DTC or its nominee, Cede & Co., as the registered owner of the Series 2022 Bonds for all purposes, including payments, notices and voting. So long as Cede & Co. is the registered owner of the Series 2022 Bonds, references in this Official Statement to registered owners of the Series 2022 Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Series 2022 Bonds.

Because DTC is treated as the owner of the Series 2022 Bonds for substantially all purposes, Beneficial Owners may have a restricted ability to influence in a timely fashion remedial action or the giving or withholding of requested consents or other directions. In addition, because the identity of Beneficial Owners is unknown to the Authority or DTC, it may be difficult to transmit information of potential interest to Beneficial Owners in an effective and timely manner. Beneficial Owners should make appropriate arrangements with their broker or dealer regarding distribution of information regarding the Series 2022 Bonds that may be transmitted by or through DTC.

The Authority will have no responsibility or obligation with respect to:

- the accuracy of the records of DTC, its nominee or any Direct Participant or Indirect Participant with respect to any Beneficial Ownership interest in any Bonds;
- the delivery to any Direct Participant or Indirect Participant or any other person, other than a registered owner as shown in the bond register kept by the Trustee, of any notice with respect to any Bonds including, without limitation, any notice of redemption with respect to any Bonds;
- the payment to any Direct Participant or Indirect Participant or any other person, other than a registered owner as shown in the bond register kept by the Trustee, of any amount with respect to the principal of, premium, if any, or interest on, any Bonds; or
- any consent given by DTC or its nominee as registered owner.

[Subject to Discussion/Consideration] Prior to any discontinuation of the book entry only system hereinabove described, the Authority and the Trustee may treat Cede & Co. (or such other nominee of DTC) as, and deem Cede & Co. (or such other nominee) to be, the absolute registered owner of the Bonds for all purposes whatsoever, including, without limitation:

- the payment of principal, premium, if any, and interest on the Series 2022 Bonds;
- giving notices of redemption and other matters with respect to the Series 2022 Bonds;
- registering transfers with respect to the Series 2022 Bonds; and
- the selection of Series 2022 Bonds for redemption.

APPENDIX G

PROPOSED FORMS OF BOND COUNSEL AND SPECIAL TAX COUNSEL OPINIONS

APPENDIX H
FORM OF THE CONTINUING DISCLOSURE CERTIFICATE

APPENDIX I
ACCRETED VALUE TABLES

APPENDIX J
SPECIMEN BOND INSURANCE POLICY

EXHIBIT E-2

FORM OF PRELIMINARY OFFICIAL STATEMENT (FORWARD DELIVERY)

[to be attached]

PRELIMINARY OFFICIAL STATEMENT DATED JULY 25, 2022

NEW ISSUE - BOOK-ENTRY ONLY

RATINGS: See "RATINGS" herein.

[In the opinion of Nixon Peabody LLP, Special Tax Counsel, under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by the Authority described herein, including the satisfaction of certain terms and conditions provided in the Forward Delivery Agreement as described under the heading "FORWARD DELIVERY OF THE 2023A BONDS", interest on the Series 2023A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Special Tax Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. Special Tax Counsel is further of the opinion that interest on the Series 2023A Bonds is exempt from personal income taxes of the State of California under present State law. See "TAX MATTERS" herein regarding certain other tax considerations.]

Alameda Corridor Transportation Authority
\$ _____*
Tax-Exempt Senior Lien Revenue Refunding Bonds
Series 2023A
\$ _____* Capital Appreciation Bonds
\$ _____* Current Interest Bonds
\$ _____* Convertible Capital Appreciation Bonds
(Forward Delivery)

Dated: Date of Delivery**Due: As shown on inside cover page**

The Alameda Corridor Transportation Authority (the "Authority") is issuing its Tax -Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the "Series 2023A Bonds"). The Series 2023A Bonds are being issued (i) to defease all of the Authority's Outstanding Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A (the "Series 2013A Bonds"), to their maturity; (ii) to fund a deposit to the debt service reserve account for the Series 2023A Bonds and to purchase a debt service reserve fund surety policy for the series 2023A Bonds, if applicable; (iii) to purchase a municipal bond insurance policy for a portion of the Series 2023A Bonds, if applicable; and (iv) to pay costs of issuing the Series 2023A Bonds.

The Series 2023A Bonds are being issued pursuant to the Joint Exercise of Powers Act, California Government Code Sections 6500, *et seq.*, and pursuant to a Master Trust Indenture, as amended and supplemented, between the Authority and U.S. Bank Trust Company, National Association (as successor in trust to U.S. Bank National Association), as trustee. Except as described herein, the Series 2023A Bonds are payable solely from and are secured solely by a pledge of the Trust Estate, which consists primarily of Revenues. In general, Revenues include, among other things, Use Fees and Container Charges to be paid by Union Pacific Railroad Company and BNSF Railway Company (together, the "Railroads") and Shortfall Advances to be paid under certain circumstances by the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the "Port of Los Angeles"), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the "Port of Long Beach" and together with the Port of Los Angeles, the "Ports"), as described herein. The Railroads and the Ports are obligated only to make certain payments required by the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016, as the same may be amended or supplemented, among the Authority, the Ports and the Railroads, and are not responsible for paying, and are not guaranteeing the payment of, the principal or Accreted Value of, premium, if any, or interest on the Series 2023A Bonds. No payments are due to the owners of the Series 2023A Bonds until their respective maturity dates.

The Series 2023A Bonds will be issued as fully registered bonds in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company ("DTC"), New York, New York. Individual purchases and sales of the Series 2023A Bonds may be made in book-entry form only, in the authorized denominations further described herein. Purchasers will not receive certificates representing their interests in the Series 2023A Bonds. No payments are due to the owners of the Series 2023A Bonds that are Capital Appreciation Bonds until their maturity date, as described herein. Current interest on the Series 2023A Bonds that are Current Interest Bonds will be payable each April 1 and October 1, commencing October 1, 2023. Current interest on the Series 2022 Bonds that are Convertible Capital Appreciation Bonds will be payable on each April 1 and October 1, commencing October 1, 2023*, following the conversion date on [_____, 20__]*. So long as the Series 2023A Bonds are held by DTC, the principal or Accreted Value of and the interest on the Series 2023A Bonds will be payable to DTC, which in turn will be required to remit such principal, or Accreted Value and interest to the DTC participants for subsequent disbursement to beneficial owners of the Series 2023A Bonds.

The Series 2023A Bonds are subject to optional and extraordinary redemption and mandatory sinking fund redemption prior to maturity as described herein. The Series 2023A Bonds are expected to be delivered on or about [July 3], 2023. For a discussion regarding the forward delivery of the 2023A Bonds, certain conditions to the obligation of the Underwriters to purchase the Series 2023A Bonds and certain risks to the purchasers of the Series 2023A Bonds, see "FORWARD DELIVERY OF THE 2023A BONDS" and "RISK FACTORS – Risks Relating to Forward Delivery."

[The scheduled payment of the principal amount or Accreted Value of and interest on the Series 2023A Bonds designated as "Series 2023A Insured Bonds" herein (collectively, the "Insured Series 2023A Bonds"), when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Insured Series 2023A Bonds by one or more bond insurers.*

There are risks associated with the purchase of the Series 2023A Bonds. Potential purchasers are advised to review carefully this entire Official Statement, including the appendices, to obtain information essential to making an informed investment decision.

THE SERIES 2023A BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE AUTHORITY AND, EXCEPT AS DESCRIBED HEREIN, ARE PAYABLE SOLELY FROM AND ARE SECURED SOLELY BY A LIEN ON THE TRUST ESTATE. THE SERIES 2023A BONDS ARE NOT OBLIGATIONS OF THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA AND ARE NOT OBLIGATIONS OF THE CITY OF LONG BEACH OR THE CITY OF LOS ANGELES (COLLECTIVELY, THE "CITIES"), THE PORTS OR THE RAILROADS. THE PROJECT DESCRIBED IN THIS OFFICIAL STATEMENT IS NOT SECURITY FOR THE SERIES 2023A BONDS, AND THE SERIES 2023A BONDS ARE NOT SECURED BY A LIEN ON ANY PROPERTIES OR IMPROVEMENTS OF THE AUTHORITY, THE CITIES, THE PORTS OR THE RAILROADS OR BY A PLEDGE OF ANY REVENUES OF THE CITIES, THE PORTS OR THE RAILROADS.

The Series 2023A Bonds are offered when, as and if issued, subject to receipt of the legal opinions of O'Melveny & Myers LLP, Los Angeles, California, Bond Counsel to the Authority, and Nixon Peabody LLP, Special Tax Counsel to the Authority. Certain legal matters will be passed upon for the Authority by one of its Co-General Counsel. Certain legal matters will be passed upon for the Port of Los Angeles by the Office of the Los Angeles City Attorney and for the Port of Long Beach by the Office of the Long Beach City Attorney. Certain legal matters will be passed upon for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth A Professional Corporation, Newport Beach, California. Sheppard, Mullin, Richter & Hampton LLP, Los Angeles, California, serves as Disclosure Counsel to the Authority in connection with certain of the Authority's disclosure matters. See "LEGAL MATTERS." It is expected that delivery of the Series 2023A Bonds will be made through DTC on or about [July 3], 2023.

J.P. Morgan Securities LLC

Goldman Sachs & Co. LLC

Ramirez & Co., Inc.

RBC Capital Markets, LLC

Siebert Williams Shank & Co., LLC

August [__], 2022

*Preliminary, subject to change.

\$ _____*

**TAX-EXEMPT SENIOR LIEN REVENUE REFUNDING BONDS
SERIES 2023A**

\$ _____*

Series 2023A Capital Appreciation Bonds

Maturity Date (October 1)*	Initial Amount*	Yield to Maturity	Initial Amount per \$5,000 Accreted Value at Maturity	CUSIP No. (010869)†
	\$	%	\$	

\$ _____*

Series 2023A Current Interest Bonds

Maturity Date (October 1)*	Principal Amount*	Interest Rate	Yield	Price	CUSIP No. (010869)†
	\$	%	%		

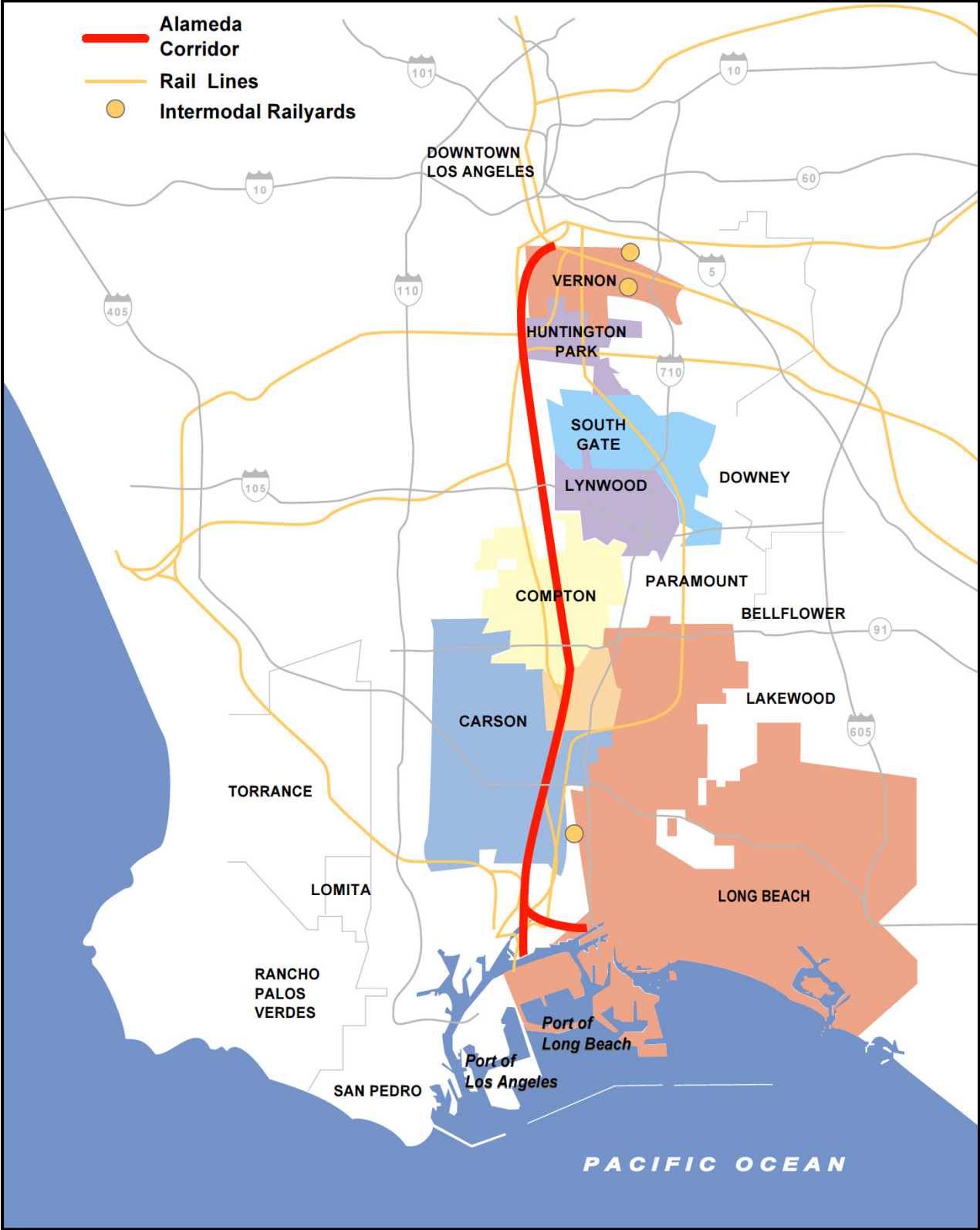
\$ _____*

Series 2023A Convertible Capital Appreciation Bonds

Maturity Date (October 1)*	Initial Amount*	Yield to Maturity	Initial Amount per \$5,000 Accreted Value at Conversion Date	CUSIP No. (010869)†
	\$	%	\$	

*Preliminary, subject to change.

† Copyright 2023, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data in this Official Statement is provided by CUSIP Global Services (CGS), operated on behalf of the American Bankers Association by S&P Global Market Intelligence. This information is not intended to create a database and does not serve in any way as a substitute for the GCS database. CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable Series 2023A Bonds. None of the Authority, the Ports, the Railroads or the Underwriters is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on the applicable Series 2023A Bonds or as included in this Official Statement. The CUSIP number for a specific maturity is subject to being changed after the issuance of the bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2023A Bonds.



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

GOVERNING BOARD

Suzie Price, *Chair*
Councilmember, City of Long Beach

Joe Buscaino, *Vice Chair*
Councilmember, City of Los Angeles

Michael Cano
Deputy Executive Officer, Los Angeles County Metropolitan Transportation Authority

Frank Colonna
Commissioner, Port of Long Beach

Edward Renwick
Commissioner, Port of Los Angeles

Mario Cordero
Executive Director, Port of Long Beach

Eugene D. Seroka
Executive Director, Port of Los Angeles

EXECUTIVE STAFF

Michael Leue, *Chief Executive Officer*

Kevin Scott, *Chief Financial Officer*

Marla Bleavins, *Treasurer*

Heather M. McCloskey, *Co-General Counsel*; David Albers*, *Co-General Counsel*

BOND COUNSEL

O'Melveny & Myers LLP
Los Angeles, California

SPECIAL TAX COUNSEL

Nixon Peabody LLP
San Francisco, California

DISCLOSURE COUNSEL

Sheppard Mullin Richter & Hampton LLP
Los Angeles, California

TRUSTEE

U.S. Bank Trust Company, National Association
Los Angeles, California

FINANCIAL ADVISOR

PFM Financial Advisors LLC
Los Angeles, California

VERIFICATION AGENT

INDEPENDENT AUDITOR

Moss Adams LLP
Irvine, California

* It is expected that on or about June 21, 2022, Mr. Albers will resign as Co-General Counsel and Sudhir Lay will replace Mr. Albers.

No dealer, broker, salesperson or any other person has been authorized to give any information or to make any representations, other than the information and representations contained in this Official Statement, in connection with the offering of the Series 2023A Bonds and, if given or made, such information or representations must not be relied upon as having been authorized by the Authority, the Ports, the Railroads or the Underwriters. This Official Statement does not constitute an offer to sell or a solicitation of sale of the Series 2023A Bonds in any jurisdiction in which such offer or sale would be unlawful.

The information contained in this Official Statement is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority, the Ports, the Railroads or the Series 2023A Bond Insurer* since the date hereof.

The information about the Ports in this Official Statement was provided by the Ports. The Authority makes no representation concerning such information.

The information contained in this Official Statement has not been provided by or reviewed by the Railroads, and the information about the Railroads set forth herein has been obtained from publicly available information filed with the Securities and Exchange Commission. The Authority makes no representation concerning the information about the Railroads. See Appendix D.

It is not possible for the Authority to verify all of the information provided by third parties, including the Ports and the Railroads.

CERTAIN STATEMENTS CONTAINED IN THIS OFFICIAL STATEMENT ARE NOT INTENDED TO REFLECT HISTORICAL FACTS BUT ARE ESTIMATES AND “FORWARD-LOOKING STATEMENTS.” NO ASSURANCE CAN BE GIVEN THAT THE FUTURE RESULTS DISCUSSED HEREIN WILL BE ACHIEVED, AND ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THE EXPECTATIONS AND FORECASTS DESCRIBED HEREIN. IN THIS RESPECT, THE WORDS “ESTIMATE,” “PROJECT,” “FORECAST,” “ANTICIPATE,” “EXPECT,” “ASSUME,” “INTEND,” “BELIEVE” AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. ALL PROJECTIONS, FORECASTS, ASSUMPTIONS, EXPRESSIONS OF OPINION, ESTIMATES AND OTHER FORWARD-LOOKING STATEMENTS ARE EXPRESSLY QUALIFIED IN THEIR ENTIRETY BY THE CAUTIONARY STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

Except as otherwise described above or in the Forward Delivery Agreement, by submission of its order, each Investor shall be deemed to acknowledge and agree that it will not be able to withdraw its order and will not otherwise be excused from performance of its obligations to take up and pay for the Series 2023A Bonds on the Settlement Date because of market or credit changes. Each Investor shall be deemed to acknowledge and agree that it will remain obligated to purchase the Series 2023A Bonds in accordance with the terms hereof even if the Purchaser decides to sell such Series 2023A Bonds after the date of this Official Statement.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

In connection with this offering, the Underwriters may over allot or effect transactions that stabilize or maintain the market price of the Series 2023A Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

* Preliminary, subject to change.

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OFFICIAL STATEMENT

Alameda Corridor Transportation Authority

\$ _____*
Tax-Exempt Senior Lien Revenue Refunding Bonds
Series 2023A
\$ _____* Capital Appreciation Bonds
\$ _____* Current Interest Bonds
\$ _____* Convertible Capital Appreciation Bonds
(Forward Delivery)

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, inside cover pages, table of contents and appendices, is to provide information concerning the Alameda Corridor Transportation Authority (the “Authority”) and the proposed issuance by the Authority of \$ _____* aggregate principal amount of Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “Series 2023A Bonds”). The Series 2023A Bonds are being issued, in part, to defease all of the Authority’s Outstanding Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A (the “Series 2013A Bonds”).

The Series 2023A Bonds, the Authority’s Outstanding Senior Lien Bonds and any additional Senior Lien Bonds issued on a parity therewith are referred to in this Official Statement as “Senior Lien Bonds.” The outstanding Senior Lien Bonds, First Subordinate Lien Bonds and Second Subordinate Lien Bonds, together with the Series 2023A Bonds and any Senior Lien Bonds, First Subordinate Lien Bonds and Second Subordinate Lien Bonds that may be issued in the future, are referred to in this Official Statement as the “Bonds.” As of April 1, 2022, the Authority had approximately \$999,247,410 aggregate principal or accreted value of Outstanding Senior Lien Bonds, approximately \$499,119,057 aggregate principal or accreted value of Outstanding First Subordinate Lien Bonds, and approximately \$556,860,000 aggregate principal or accreted value of Outstanding Second Subordinate Lien Bonds. See “THE AUTHORITY’S OUTSTANDING BONDS” and “PLAN OF FINANCE.”

[Subject to discussion] The Series 2023A Bonds are expected to be delivered pursuant to a forward delivery purchase contract (the “Forward Delivery Agreement”) between the Authority and the J.P. Morgan Securities LLC. (the “Representative”), as representative of itself and on behalf of the Underwriters on or about [____], 2022 (the “Settlement Date”). The issuance of the Series 2023A Bonds is contingent upon delivery of certain certificates and legal opinions and the satisfaction of other conditions described in this Official Statement. The delay in the issuance and delivery of the Series 2023A Bonds may have significant consequences to the owners thereof. The market value of the Series 2023A Bonds on the date of issuance and delivery thereof is unlikely to be the same as, and will likely be greater or less than, the initial offering prices thereof, and such difference may be substantial. Several factors may adversely affect the market prices of the Series 2023A Bonds, including a general increase in interest rates for all obligations and other indebtedness, any threatened or adopted change in federal tax laws affecting the relative benefits of owning tax-exempt securities instead of other types of investments, such as fully taxable obligations, or any adverse development with respect to the Authority. See “FORWARD DELIVERY OF THE SERIES 2023A BONDS” and “RISK FACTORS – Risks Relating to Forward Delivery.”

BY PLACING AN ORDER WITH THE UNDERWRITERS FOR THE PURCHASE OF THE SERIES 2023A BONDS, EACH INVESTOR CONFIRMS THAT IT HAS REVIEWED THIS OFFICIAL STATEMENT, HAS CONSIDERED THE RISKS ASSOCIATED WITH PURCHASING THE PURCHASED BONDS AND IS DULY AUTHORIZED TO PURCHASE THE PURCHASED BONDS. EACH INVESTOR ACKNOWLEDGES AND AGREES THAT THE SERIES 2023A BONDS ARE BEING SOLD ON A “FORWARD DELIVERY” BASIS AND THAT THE INVESTOR WILL PURCHASE AND AGREE TO ACCEPT DELIVERY OF SUCH SERIES 2023A BONDS FROM THE UNDERWRITERS ON OR ABOUT THE SETTLEMENT DATE, PURSUANT TO THE FORWARD DELIVERY AGREEMENT.

Capitalized terms used in this Official Statement but not otherwise defined herein are defined in the Indenture or in the Operating Agreement described below. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—Definitions” and “—USE AND OPERATING AGREEMENT—Certain Definitions” in Appendix E.

The Authority

The Authority is a joint exercise of powers authority created by the City of Long Beach, California and the City of Los Angeles, California (collectively, the “Cities”) pursuant to the Joint Exercise of Powers Act, California Government Code Section 6500 and following (as it may be amended and supplemented, the “Act”), and organized under an Amended and Restated Joint Exercise of Powers Agreement, dated as of December 18, 1996, as amended (the “Joint Powers Agreement”), between the Cities. The Authority was created primarily for the purpose of acquiring, constructing, financing and operating a consolidated transportation corridor, which includes the Rail Corridor, as described below. For additional information regarding the Authority, see “THE AUTHORITY” in Appendix A.”

The Ports, the Railroads and the Rail Corridor

In 1998, the Authority entered into the Alameda Corridor Use and Operating Agreement, dated as of October 12, 1998 (as amended as of July 5, 2006, the “Original Agreement”), with the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles” or “POLA”), the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” or “POLB” and together with POLA, the “Ports”), Union Pacific Railroad Company (“Union Pacific”) and BNSF Railway Company, formerly known as The Burlington Northern and Santa Fe Railway Company (“BNSF” and, together with Union Pacific, the “Railroads”) to provide for, among other things, the design, construction, operation, repair and maintenance of the Rail Corridor and related projects (collectively, the “Project”) and certain other matters, such as the provision of dispatching and security services. The Original Agreement was amended and restated in 2016; the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (as the same may be amended or supplemented, the “Operating Agreement”).

The “Rail Corridor” consists of an approximately 20-mile long, multiple-track rail system that links the rail yards and tracks at the Ports’ facilities with the transcontinental rail routes near downtown Los Angeles and includes certain bridges, underpasses, overpasses, roadways and related street improvements. The construction of the Rail Corridor, which began operations in 2002, consolidated freight rail traffic from approximately 90 miles of pre-existing rail lines onto an integrated system separated from non-rail traffic. See “THE RAIL CORRIDOR AND RELATED PROJECTS” in Appendix A.

Revenues from the Rail Corridor

Pursuant to the Operating Agreement, the Railroads are required to pay M & O Charges to the Authority for the cost of operating, maintaining and repairing the Rail Corridor, and Use Fees and Container Charges in connection with the use of the Rail Corridor and the movement of Waterborne Containers (which are containers that are loaded onto or discharged from a vessel or barge at the Ports) that originate or terminate at the Ports and are transported by rail into or out of Southern California and in connection with Non-Waterborne Containers that originate or terminate at the Ports. The Use Fees and Container Charges are used to pay Project costs and other expenses and fund, maintain and replenish the reserves relating to the Project and use and operation of the Rail Corridor.

Shortfall Advances and Other Port Advances

In the event the amount of Use Fees and Container Charges collected is not sufficient to pay certain of the Authority’s obligations in any year, including interest and principal or debt service then due on the Bonds, certain financing fees and deposits to any debt service reserve account (as more particularly described in the Operating Agreement, the “Annual Amount”), the Operating Agreement obligates each Port, severally and not jointly, to pay Shortfall Advances to cover up to 20% of the Annual Amount. The Ports may also voluntarily advance funds (each, a “Port Advance”) in excess of the Shortfall Advances to cover all or a portion of the Annual Amount or the Authority’s reasonable expenses for, among other things, the ongoing administration

of the Authority’s financings and refinancings, administration of contracts for the Rail Corridor and other administrative duties related to the Rail Corridor. See “AUTHORITY REVENUES—Shortfall Advances,” “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” and “BONDHOLDERS’ RISKS – Shortfall Advances Are Limited Subordinate Obligations of the Ports.”

Plan of Finance*

Internal Financial Model; Anticipated Shortfalls

The Authority has developed a financial model (the “Internal Financial Model”) to demonstrate potential future outcomes, provide estimated debt service coverage levels for the Authority’s Outstanding Bonds and to estimate the likelihood and degree of any future Shortfall Advances. Based on the Authority’s historical and current revenue trends, and other assumptions and considerations, the Authority anticipates a need for future Shortfall Advances and future debt service coverage shortfalls, as described below.

Over the past two years, the Authority’s revenue have been impacted by the COVID-19 pandemic and the subsequent supply chain congestion issues. Due in part to the supply chain congestion and related diversions of some cargo from rail to truck, the Authority experienced a decrease in revenues in mid-fiscal year 2022 as compared with the historically high revenues experienced in fiscal year 2021. As further described in “AUTHORITY REVENUES – Forecast Port Cargo Throughput and Estimated Authority Revenues”; “Recent Impacts of COVID-19 Related Issues on Use Fees and Container Charges”; “- Future Estimated Authority Revenues and Debt Service Coverage”; and “AUTHORITY REVENUES” in Appendix A, the Authority anticipates that revenues will continue to decline through fiscal year 2023 and that cargo throughput at the Ports will gradually reach pre-COVID-19 pandemic levels over a five-year period ending in fiscal year 2027.

In order to address the projected debt service shortfalls and potentially reduce the frequency and amount of future Shortfall Advances, the Authority has developed this Plan of Finance to accomplish two goals: (i) first, to eliminate all projected Shortfall Advances through and including fiscal year 2026; and (ii) second, to provide additional Shortfall Advance relief after fiscal year 2026 should it prove practicable and beneficial to the Authority through the combination of the Invitation and refunding components of the Plan of Finance for the Series 2022 Bonds. See “PLAN OF FINANCE” and “AUTHORITY REVENUES - Future Estimated Authority Revenues and Debt Service Coverage.”

Proceeds from the sale of the Series 2023A Bonds are to be applied, among other things, to defease all of the outstanding Series 2013A Bonds.

The Authority also expects to issue in July 2022, its Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”), its Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “Series 2022B Bonds”), and its Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “Series 2022C Bonds”, and together with the Series 2022A Bonds and the Series 2022B Bonds, the “Series 2022 Bonds”). In connection with the Series 2022 Bonds, the Authority is inviting holders of certain Outstanding Bonds, including the Series 2013A Bonds to participate in an Invitation to Tender or Exchange Bonds dated [June 20], 2022 (the “Invitation”). The Series 2022 Bonds are not being offered pursuant to this Official Statement and the Series 2022 Bonds, if issued, are separate and independent issues. The issuance of the Series 2023A Bonds is not dependent on the issuance of the Series 2022 Bonds, and vice versa; provided, however, that if all of the outstanding Series 2013A Bonds are defeased in connection with the Invitation, the Authority does not expect to issue the Series 2023A Bonds.

There can be no assurance that any of the Authority’s financial estimates, goals and expectations will be realized, that any assumptions will occur or be met, or that the Plan of Finance will be effective to eliminate or reduce the need for any future Shortfall Advances, either in the near term through fiscal year 2026, or in the longer term after fiscal year 2026.

* Preliminary, subject to change.

The Series 2023A Bonds

The Series 2023A Bonds are being issued [(i) to defease all of the Authority’s Outstanding Series 2013A Bonds to their maturity; (ii) to fund a deposit to the debt service reserve account for the Series 2023A Bonds and to purchase a debt service reserve fund surety policy for the series 2023A Bonds, if applicable; (iii) to purchase a municipal bond insurance policy for a portion of the Series 2023A Bonds, if applicable; and (iv) to pay costs of issuing the Series 2023A Bonds]. See “PLAN OF FINANCE.”

Authority for the Series 2023A Bonds

The Authority’s Outstanding Bonds were issued pursuant to the Act and pursuant to a Master Trust Indenture, dated as of January 1, 1999, as amended and supplemented (the “Master Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank National Association, as trustee (the “Trustee”). The Series 2023A Bonds are being issued pursuant to the Act and the Master Indenture, as supplemented and amended by a Fifteenth Supplemental Trust Indenture, to be dated as of August 1, 2023, by and between the Authority and the Trustee. The Master Indenture, as previously amended and supplemented and as supplemented and amended by the Fifteenth Supplemental Trust Indenture, is referred to in this Official Statement as the “Indenture.”

The issuance of the Series 2023A Bonds, the execution and delivery by the Authority of the Fifteenth Supplemental Trust Indentures and certain other matters related to the issuance of the Series 2023A Bonds and the refunding and defeasance of the Series 2013A Bonds, were authorized by the Governing Board of the Authority (the “Governing Board”) pursuant to Resolution No. JPA-[22]-[___], adopted by the Governing Board on [____], 2022.

Security and Sources of Payment for the Bonds

The Bonds, including the Series 2023A Bonds, are special, limited obligations of the Authority and except as described herein are payable solely from and are secured solely by a lien on the Trust Estate, which consists primarily of Revenues. “Revenues” include, among other things, Use Fees, Container Charges and Shortfall Advances. The Bonds are not obligations of the State of California or any political subdivision of the State of California and are not obligations of any of the Cities, the Ports or the Railroads. The Project is not security for the Bonds, and the Bonds are not secured by a lien on any properties or improvements of the Authority, the Cities, the Ports or the Railroads or by a pledge of any revenues of the Cities, the Ports or the Railroads.

The Railroads and the Ports are obligated only to make certain payments required by the Operating Agreement and are not responsible for paying, and are not guaranteeing the payment of, the principal or accreted value of, premium, if any, or interest on the Bonds, including the Series 2023A Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations.”

The Indenture provides that the liens and security interests created thereby are a first and senior priority for the benefit of the owners of the Senior Lien Bonds, a second priority for the benefit of the owners of the First Subordinate Lien Bonds and a third priority for the benefit of the owners of the Second Subordinate Lien Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

When issued, the Series 2023A Bonds will be secured and payable on a parity with the Authority’s Outstanding Senior Lien Bonds and any Senior Lien Bonds that may be issued in the future in accordance with the Indenture.

[The Fifteenth Supplemental Indenture provides that only the Series 2023A Bonds will be secured by and have a lien on the Series 2023A Debt Service Reserve Account within the Debt Service Reserve Fund.] See “THE AUTHORITY’S OUTSTANDING BONDS” and “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Debt Service Reserve Accounts.

Series 2023A Bond Insurance Policy*

The scheduled payment of the principal of and interest on the Series 2023A Bonds maturing on October 1, ____ and bearing interest at ____, October 1, ____ and bearing interest at ____% (collectively, the “Insured Series 2023A Bonds”) when due will be guaranteed under an insurance policy (the “Series 2023A Bond Insurance Policy”) to be issued by _____ (the “Series 2023A Bond Insurer”) simultaneously with the delivery of the Series 2023A Bonds. The ____ Supplemental Indenture includes certain covenants with, and rights of, the Series 2023A Bond Insurer.

The Authority is also obtaining from the Series 2023A Bond Insurer a municipal bond debt service reserve insurance policy (as further defined herein, the “Series 2023A Reserve Policy”) to satisfy the debt service reserve requirement for the Series 2023A Bonds.

See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Rights of the Series 2023A Bond Insurer,” “-Debt Service Reserve Fund” and “THE SERIES 2022_ BOND INSURER” below and APPENDIX J – “SPECIMEN MUNICIPAL BOND INSURANCE POLICY.”

Bondholders’ Risks

There are important investment considerations and other risk factors associated with investment in the Series 2023A Bonds. See “BONDHOLDERS’ RISKS” for a discussion of some of these considerations and risks. Any one or more of the risks discussed, and others, could lead to a decrease in the market value and/or in the liquidity of the Series 2023A Bonds, notwithstanding with respect to the [Insured Series 2023A Bonds,] the obligations of the Series 2023A Bond Insurer to pay scheduled debt service on the [Insured Series 2023A Bonds] when due. **Potential purchasers of the Series 2023A Bonds are advised to review this entire Official Statement carefully.**

Continuing Disclosure

The Authority has covenanted for the benefit of the holders and beneficial owners of the Series 2023A Bonds to provide annually certain financial information and operating data and to provide notice of certain enumerated events. In connection with the Authority’s continuing disclosure obligations, each of the Ports has covenanted for the benefit of the holders and beneficial owners of the Series 2023A Bonds to provide the Authority with certain annual financial information and operating data and to provide notice of certain enumerated events relating to the Ports. See “CONTINUING DISCLOSURE” below and the form of the Continuing Disclosure Certificate in Appendix H.

Separately, BNSF has covenanted in a continuing disclosure agreement that if BNSF is no longer subject to the information filing requirements of Section 13 or 15 of the federal Securities Exchange Act of 1934, as amended (the “Exchange Act”), and Union Pacific also has covenanted that if neither Union Pacific nor its parent, Union Pacific Corporation, is subject to the information filing requirements of Section 13 or 15 of the Exchange Act, BNSF or Union Pacific, as applicable, will provide certain financial information and operating data for the benefit of the holders and beneficial owners of the Series 2023A Bonds. See “CONTINUING DISCLOSURE” below and Appendix D.

Miscellaneous

Brief descriptions of the Series 2023A Bonds, the Authority, the Railroads, the Ports and the Rail Corridor, and summaries of the Indenture, the Operating Agreement, the Use Permit and certain other documents, are included in this Official Statement. Such summaries do not purport to be comprehensive or definitive. All references herein to such documents and to any other documents, statutes, reports or other instruments described herein are qualified in their entirety by reference to each such document, statute, report or other instrument. Copies of such documents are available from the Authority upon written request. See “MISCELLANEOUS.”

* Preliminary, subject to change.

The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made with respect hereto shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority, the Ports, the Railroads, or the Series 2023A Bond Insurer since the date hereof.

This Official Statement is not to be construed as a contract or agreement between the Authority and purchasers or owners of any of the Series 2023A Bonds.

THE AUTHORITY'S OUTSTANDING BONDS

The following table lists the aggregate principal amount of Senior Lien Bonds, First Subordinate Lien Bonds and Second Subordinate Lien Bonds originally issued by the Authority and the aggregate principal amounts or accreted values of Bonds Outstanding under the Indenture as of April 1, 2022.

TABLE 1

**Alameda Corridor Transportation Authority
Outstanding Senior Lien, First Subordinate Lien and Second Subordinate Lien Bonds
(as of April 1, 2022)**

<u>Series</u>	<u>Lien</u>	<u>Interest Convention</u>	<u>Tax Status</u>	<u>Final Maturity (October 1)</u>	<u>Original Principal Amount Issued⁽¹⁾</u>	<u>Principal/ Accreted Value Outstanding</u>
1999A	Senior	Capital Appreciation	Tax-Exempt	2037	\$50,453,617	\$167,860,176 ⁽²⁾
1999C	Senior	Current Interest	Taxable	2029	430,155,000	300,480,000
1999C	Senior	Capital Appreciation	Taxable	2037	67,298,396	246,192,234 ⁽²⁾
2004A	First Subordinate	Capital Appreciation	Tax-Exempt	2030	200,300,101	99,704,495 ⁽²⁾
2004B	First Subordinate	Capital Appreciation	Taxable	2033	210,731,703	399,414,562 ⁽²⁾
2012 ⁽³⁾	Senior	Current Interest	Taxable	2035	83,710,000	83,710,000
2013 ⁽⁴⁾	Senior	Current Interest	Tax-Exempt	2029	248,325,000	201,005,000
2016A ⁽⁵⁾	First Subordinate	Current Interest	Tax-Exempt	2025	34,280,000	28,595,000
2016B ⁽⁵⁾	Second Subordinate	Capital Appreciation	Tax-Exempt	2037	556,860,000	556,860,000
Totals					\$1,882,113,816	\$2,083,821,467

⁽¹⁾ Capital Appreciation Bonds listed at original principal amount, rounded to the nearest dollar.

⁽²⁾ Capital Appreciation Bonds listed at accreted value as of April 1, 2022, rounded to the nearest dollar.

⁽³⁾ The Series 2012 Senior Lien Bonds are refunding Bonds purchased by the U.S. Department of Transportation, acting through the Federal Railroad Administration. The Series 2012 Bonds refunded a portion of the Authority's Series 1999A Bonds that were current interest bonds.

⁽⁴⁾ The Series 2013 Senior Lien Bonds were issued to refund the Authority's remaining Series 1999A Senior Lien Bonds that were current interest bonds.

⁽⁵⁾ The Series 2016A First Subordinate Lien Bonds and the Series 2016B Second Subordinate Lien Bonds were issued to advance refund a portion of the 2004A Bonds maturing in 2016 through 2025.

Source: The Authority.

For a description of each series of the Authority's Outstanding Bonds, see "THE AUTHORITY'S OUTSTANDING BONDS" in Appendix A.

PLAN OF FINANCE*

Prior Restructuring Program

Over the last decade, the Authority has taken efforts to restructure its debt in order to reduce its annual debt service costs in certain years. Refinancing the \$400 million loan that the Authority received from the U.S. Department of Transportation, Federal Highway Administration (the "1999 Federal Loan") in May 2004 was among the first steps the Authority took to reduce its debt service costs. In 2011, the Authority applied approximately \$24.295 million of unexpended Series 1999A Bond Construction Fund proceeds to retire a portion of the Outstanding Series 1999A Bonds, and in June 2012, the Authority issued \$83,710,000 aggregate principal amount of its Taxable Senior Lien Revenue Refunding Bonds, Series 2012 (the "Series 2012 Senior

* Preliminary, subject to change.

Lien Bonds”) to refund \$83.71 million of the Outstanding Series 1999A Bonds. In February 2013, the Authority issued the Series 2013A Bonds to refund \$288.95 million of Outstanding Series 1999A Bonds. In May 2016, the Authority issued \$34,280,000 aggregate principal amount of its Tax-Exempt Subordinate Lien Revenue Refunding Bonds, Series 2016A (the “Series 2016A Bonds”) and \$556,860,000 aggregate principal amount of its Tax Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B (the “Series 2016B Bonds”) and together with the Series 2016A Bonds, the “Series 2016 Bonds”) to refund \$647.8 million of Outstanding Tax-Exempt Subordinate Lien Revenue Bonds, Series 2004A Bonds (the “Series 2004A Bonds”). For a description of each series of the Authority’s Outstanding Bonds, see “THE AUTHORITY’S OUTSTANDING BONDS” in Appendix A.

The Authority intends to continue monitoring its Outstanding Bonds for additional opportunities to better align debt service on the Bonds with estimated future Revenues and to potentially reduce the frequency and/or the amount of future Shortfall Advances, if necessary, through future refundings of Bonds and/or through open market purchases of its Bonds and intends to continue its other efforts to minimize costs.

The Authority also expects to issue in July 2022, its Series 2022 Bonds, to defease the Series 2013A Bonds maturing on October 1, 2022 and offer to tender or exchange certain of the Authority’s Outstanding Series 2013A Bonds, Tax-Exempt Senior Lien Revenue Bonds, Series 1999A (the “Series 1999A Bonds”), Taxable Senior Lien Revenue Bonds, Series 1999C (the “Series 1999C Bonds”), and Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B (the “Series 2016B Bonds”; and together with the Series 2013A Bonds, Series 1999A Bonds and Series 1999C Bonds, the “2022 Tender Offer Bonds”), pursuant to the Invitation. The Authority expects to issue the Series 2022 Bonds as part of the Authority’s effort to restructure its debt in order to reduce its annual debt service costs in certain years and reduce the need for future Shortfall Advances.

The Series 2022 Bonds are not being offered pursuant to this Official Statement and the Series 2022 Bonds, if issued, are separate and independent issues. The issuance of the Series 2023A Bonds is not dependent on the issuance of the Series 2022 Bonds, and vice versa[; provided, however, that if all of the outstanding Series 2013A Bonds are defeased in connection with the Invitation, the Authority does not expect to issue the Series 2023A Bonds].

Projected Shortfalls Prior to Implementation of Plan of Finance Using Internal Financial Model

Notwithstanding the prior restructuring efforts described above and the anticipated issuance of the Series 2022 Bonds, the Authority anticipates debt service coverage shortfalls and a need for Shortfall Advances in the future. The Authority has developed the Internal Financial Model to demonstrate potential future outcomes, provide estimated coverage levels for the Authority’s Senior Bonds, First Subordinate Bonds and Second Subordinate Bonds and, also estimate the likelihood and degree of any Shortfall Advances on both a fiscal year and a Bond Year (as defined in Appendix E) basis. The Internal Financial Model is also used in the development of strategies to eliminate or minimize the need for Shortfall Advances, should they be projected.

The Internal Financial Model uses three key elements to estimate Revenues and potential future outcomes, including debt service coverage and shortfalls: (i) historical performance and growth trends in loaded TEUs at each of the Ports; (ii) the Authority’s estimated Capture Rate (defined below); and (iii) the Authority’s estimated future CPI growth in fee rates. Based on these key assumptions, the Authority has developed its “Base Case” for future revenue projections. For a discussion regarding the Authority’s historical cargo throughput and Revenue collections, see Appendix A, Tables 8 and 9.

As discussed under the header “AUTHORITY REVENUES - Recent Impacts of COVID-19 Related Issues on Use Fees and Container Charges” in Appendix A, the diversion of cargo from rail to truck experienced in fiscal year 2022 was due to unusual circumstances caused and contributed to by the COVID-19 pandemic and subsequent supply chain disruptions and diversion of TEUs from rail to truck that began in mid-2020. This diversion contributed to a lower percentage of Port loaded TEU’s subject to the Authority’s Port loaded TEU rate in effect (the “Capture Rate”) coming through the Ports in the first two quarters of fiscal year 2022.

Given the unique circumstances arising from the COVID-19 pandemic and the anticipated time to recover from these impacts, the results of the Internal Financial Model shown in Table 2 below includes two distinct “Base Case” periods. The first Base Case reflects the near-term estimates for revenue performance based on the current supply chain environment and the second Base Case reflects Authority’s estimate for the longer term, aligning with historical levels of Port loaded TEUs and the Authority’s historic Capture Rate. The first Base Case period reflects fiscal years 2022-2023 with respect to assumptions relating to Port loaded TEU growth and CPI and fiscal years 2022-2027 with respect to the Capture Rate. The second Base Case period reflects those periods from and after fiscal year 2024 with respect to assumptions relating to Port loaded TEU growth and CPI and from and after fiscal year 2028 with respect to the Capture Rate.

The average assumptions for the estimated Base Case periods through fiscal year 2062 are outlined below:

<u>Averages – Base Case</u>	<u>Fiscal Years 2022-2023</u>	<u>From and After Fiscal Year 2024</u>
Port Loaded TEU Growth:	-2.5%	2.4%
CPI for annual adjustment of Use Fees and Container Charges	4.2%	2.5%
	<u>Fiscal Years 2022-2027</u>	<u>From and After Fiscal Year 2028</u>
Loaded TEU Capture Rate	26.9% ⁽¹⁾	30.0%

⁽¹⁾ Reflects the average of the estimated range of 24.0% - 30.0% in fiscal years 2022-2027.

Table 2 below sets forth estimated future Use Fees and Container Charges and debt service coverage on the Bonds, including the Series 2022 Bonds, from Use Fees, Container Charges and Contingent Port Obligations (collectively, “Total Dedicated Revenues”) based upon the Base Case scenario for fiscal years ending June 30, 2022 through 2038. Notwithstanding the recent COVID-19 related impacts on Port loaded TEU levels and Port loaded TEU Capture Rate, the Authority forecasts debt service coverage shortfalls and a need for future Shortfall Advances. No assurance can be given that the projections in Table 2 will occur or that the underlying assumptions for the hypothetical Port loaded TEU growth and financial results on which the projections are based will be realized. See BONDHOLDERS’ RISKS – Uncertainties of Projections, Assumptions and Forward-Looking Statements; - Uncertainties of Cargo Volumes; -COVID-19 Pandemic Issues and Impacts; - Port Congestion/Supply Chain Issues.”

The estimated future Use Fees and Container Charges shown in Table 2 below are based on the Authority’s actual TEU throughput volumes for calendar year 2021, [for the first [four] months of calendar year 2022] and Authority projections based on assumptions for Port loaded TEU growth, CPI for all Urban Consumers, Los Angeles Area-(all items) and the Capture Rate. Debt Service requirements on the Bonds and Contingent Port Obligations shown in Table 2 are based on the Authority’s debts as outstanding as of the date of this Official Statement.

Table 2 also reflects the following assumptions and adjustments: (i) that Debt Service Reserve Account releases are made and transferred to pay debt service as Outstanding Bonds mature; (ii) that an assumed annual increase of the applicable CPI is applied to the Use Fees and Container Charges [and that Operating Expenses grow at 2% annually]; (iii) in Table 11, shown in Appendix A, that the cargo growth rates are the Authority’s assumptions for loaded TEU growth rates for the estimated Base Case scenario; (iv) that (A) that additional Shortfall Advances will be incurred beginning in fiscal year 2022 and the Surcharge (as defined herein) remains in place; [(v) that after the issuance of the Series 2022 Bonds and the Series 2023A Bonds, no other refunding Bonds are assumed to be issued and no other tender/purchase programs are completed;] (vii) that excess Revenues are not utilized to redeem Bonds early after the Ports are repaid in full; and (viii) that for purposes of estimating Shortfall Advances, debt service payments are funded monthly for Senior Lien Bonds and up to

five days prior to the debt service payment date for First Subordinate Lien Bonds and Second Subordinate Lien Bonds.

There can be no assurance that any of the Authority's financial estimates and expectations will be realized, that any current trends relating to cargo volume, type, source and destination will continue in line with current trends or that any of the assumptions, estimates or projections will be attained. See BONDHOLDERS' RISKS – Uncertainties of Projections, Assumptions and Forward-Looking Statements.”

Table 2 below does not reflect the implementation of any portion of the Plan of Finance.

**TABLE 2 ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
DEBT SERVICE COVERAGE TABLE
(EXPECTED BASE CASE)**

Fiscal Year Ending	Use Fees and Container Charges ⁽¹⁾⁽²⁾ [A]	Contingent Port Obligations ⁽³⁾⁽⁴⁾ [B]	Total Dedicated Revenues [A]+[B]=[C]	Senior Lien Bonds Debt Service [D]	Debt Service Coverage for Senior Lien Bonds ⁽⁵⁾ [C]/[D]=[E]	First Subordinate Lien Bonds Debt Service ⁽⁴⁾ [F]	Debt Service Coverage for Senior Lien Bonds and First Subordinate Lien Bonds ⁽⁴⁾⁽⁵⁾⁽⁶⁾ [C]/([D]+[F])= [G]	Second Subordinate Lien Bonds Debt Service ⁽⁴⁾ [H]	Total Debt Service ⁽⁴⁾ [D]+[F]+[H]= [I]	Debt Service Coverage for All Bonds ⁽⁴⁾⁽⁵⁾⁽⁶⁾ [C]/[I]=[J]	Financing Fees ⁽⁷⁾ [K]	Projected Shortfall Advances ⁽⁸⁾ [A]-[I]-[K]=[L]
2022 ⁽⁹⁾	\$95,813,562	\$47,052,930	\$182,917,706	\$83,109,646	2.20x	\$7,179,000	2.01x	\$26,174,250	\$116,462,896	1.56x	\$1,169,430	-
2023	\$85,729,562	\$49,301,506	\$135,031,068	\$83,947,146	1.61x	\$11,939,550	1.40x	\$26,174,250	\$122,060,946	1.10x	\$1,192,818	(\$37,524,202)
2024	\$94,488,743	\$50,862,914	\$145,351,657	\$94,081,462	1.54x	\$5,684,900	1.44x	\$26,174,250	\$125,940,612	1.15x	\$1,216,674	(\$32,668,543)
2025	\$103,907,515	\$51,273,719	\$155,181,234	\$94,024,539	1.65x	\$6,744,500	1.53x	\$26,174,250	\$126,943,289	1.21x	\$1,241,009	(\$24,276,783)
2026	\$114,037,773	\$51,252,905	\$165,290,678	\$93,968,183	1.76x	\$3,166,311	1.69x	\$26,174,250	\$123,308,744	1.33x	\$1,265,829	(\$10,536,800)
2027	\$124,927,417	\$88,839,979	\$213,767,396	\$93,959,553	2.28x	\$100,675,000	1.09x	\$26,174,250	\$220,808,803	0.96x	\$1,291,144	(\$97,172,531)
2028	\$134,387,577	\$88,824,003	\$223,211,580	\$93,893,789	2.38x	\$100,675,000	1.14x	\$26,174,250	\$220,743,039	1.01x	\$1,316,968	(\$87,672,429)
2029	\$141,190,948	\$88,796,604	\$229,987,552	\$93,803,952	2.45x	\$100,670,000	1.18x	\$26,174,250	\$220,648,202	1.04x	\$1,343,307	(\$80,800,561)
2030	\$148,338,740	\$88,775,726	\$237,114,466	\$93,719,890	2.53x	\$100,675,000	1.21x	\$26,174,250	\$220,569,140	1.07x	\$1,370,174	(\$73,600,574)
2031	\$155,848,389	\$91,908,127	\$247,756,516	\$101,533,490	2.44x	\$67,174,067	1.46x	\$26,174,250	\$194,881,807	1.26x	\$1,397,578	(\$40,430,996)
2032	\$163,738,214	\$91,943,580	\$255,681,794	\$101,589,172	2.52x	\$100,670,000	1.26x	\$26,174,250	\$228,433,422	1.11x	\$1,425,529	(\$66,120,738)
2033	\$172,027,461	\$91,972,434	\$263,999,895	\$101,632,795	2.60x	\$100,670,000	1.30x	\$26,174,250	\$228,477,045	1.15x	\$1,454,040	(\$57,903,624)
2034	\$180,736,351	\$92,001,959	\$272,738,309	\$101,672,527	2.68x	\$76,046,926	1.53x	\$26,174,250	\$203,893,703	1.33x	\$1,483,119	(\$24,640,472)
2035	\$189,886,129	\$102,181,106	\$292,067,234	\$101,712,671	2.87x	-	2.87x	\$153,092,625	\$254,805,296	1.15x	\$647,468	(\$65,566,636)
2036	\$199,499,114	\$101,359,559	\$300,858,673	\$92,292,832	3.26x	-	3.25x	\$152,772,000	\$245,064,832	1.23x	\$660,418	(\$46,226,136)
2037	\$209,598,756	\$101,693,450	\$311,292,207	\$100,845,000	3.09x	-	3.08x	\$152,715,000	\$253,560,000	1.23x	\$673,626	(\$44,634,870)
2038	\$220,209,694	\$102,012,240	\$322,221,933	\$101,855,000	3.16x	-	3.16x	\$152,488,500	\$254,343,500	1.27x	\$687,099	(\$34,820,905)
Total ⁽¹⁰⁾	\$2,534,365,944	\$1,380,052,740	\$3,954,469,898	\$1,627,641,647	-	\$781,970,254	-	\$951,333,375	\$3,360,945,276	-	\$19,836,230	(\$824,596,798)

⁽¹⁾ Based on the Authority's actual TEU throughput volumes for calendar year 2021, the first [4] calendar months of calendar year 2022 and Authority projections based on assumptions for Port loaded TEU Growth, CPI and capture rate. Also assumes that the Shortfall Advance Surcharge is included in fiscal years 2022 through 2038. See the paragraph immediately preceding this Table 2.

⁽²⁾ Use Fees and Container Charges are shown in the fiscal years estimated to be received.

⁽³⁾ Contingent Port Obligations are equal to 40% of the Annual Amount. See "AUTHORITY REVENUES-Shortfall Advances" and the definition of Annual Amount in APPENDIX E—"SUMMARY OF PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT."

⁽⁴⁾ Debt Service on the Bonds (and Contingent Port Obligations) shown in this Table are shown in the fiscal year in which payment is due. First Subordinate Lien Bonds and Second Subordinate Lien Bonds coverage calculations include financing fees.

⁽⁵⁾ Senior Lien Debt Service shown is net of an expected release of approximately \$7.7 million from the debt service reserve fund in fiscal year 2036. First Subordinate Lien Debt Service shown is net of expected debt service reserve fund releases of approximately \$3.5 million in fiscal year 2026, approximately \$33.6 million in fiscal year 2031 and approximately \$24.6 million in fiscal year 2034.

⁽⁶⁾ Debt service coverage calculations for the First Subordinate Lien Bonds and for all Bonds differs slightly from the referenced letters. Debt service coverage calculations for the First Subordinate Lien Bonds is calculated as the Total Dedicated Revenues divided by the sum of the Senior Lien Debt Service, First Subordinate Lien Debt Service, and the portion of the Financing Fees associated with the Senior Lien Debt Service and First Subordinate Lien. Debt service coverage calculations for all Bonds is calculated as the Total Dedicated Revenues divided by the sum of Total Debt Service and the portion of the Financing Fees associated with the Senior Lien and First Subordinate Lien (but not Financing Fees associated with the Second Subordinate Lien). Such calculations are based on the Flow of Funds, see "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Flow of Funds."

⁽⁷⁾ Financing Fees are allocated by lien in calculating coverage for First Subordinate Lien Bonds and Second Subordinate Lien Bonds.

⁽⁸⁾ The Authority is required to submit to each Port at least 90 days prior to the beginning of each Port's fiscal year the Authority's estimate of the amount of Shortfall Advance that is expected to be required from each Port during such fiscal year. Because the estimate is required approximately six months in advance of the October 1 principal payment date (and in the fiscal year preceding such principal payment date), for purposes of Table [___], future Shortfall Advances are estimated assuming that applicable debt service is paid [___] months in advance of the applicable debt service payment date. By aligning each October 1 principal payment date with the prior fiscal year revenues, future Use Fees and Container Charges, as estimated as described above and as shown in Table [___], along with estimated Shortfall Advances so determined, are expected to be sufficient to meet annual debt service requirements. Because for purposes of Table [___], Shortfall Advances are determined by assuming that debt service is paid [___] months in advance, Shortfall Advances cannot be calculated from information provided solely in Table [___].

⁽⁹⁾ The Total Dedicated Revenues in fiscal year 2022 includes approximately \$40.1 million of cash on hand to pay for debt service in fiscal year 2022.

⁽¹⁰⁾ Totals may not add up due to rounding.

The Series 2023A Bonds

The Authority developed the Plan of Finance to address the projected debt service coverage shortfalls and with the goal of potentially reducing the frequency and amount of future Shortfall Advances. There can be no assurance that any of the Authority’s financial estimates and expectations will be realized, that any assumptions will occur or the implementation of the Plan of Finance will be effective to eliminate or reduce the need for any Shortfall Advances, either in the near term through fiscal year 2026, or in the longer term after fiscal year 2026. See BONDHOLDERS’ RISKS – Uncertainties of Projections, Assumptions and Forward-Looking Statements.”

The Series 2023A Bonds are being issued (i) to defease all of the Authority’s Outstanding Series 2013A Bonds, to their maturity; (ii) to fund a deposit to the debt service reserve account for the Series 2023A Bonds and to purchase a debt service reserve fund surety policy for the series 2023A Bonds, if applicable; (iii) to purchase a municipal bond insurance policy for a portion of the Series 2023A Bonds, if applicable; and (iv) to pay costs of issuing the Series 2023A Bonds.

As shown in Table 1 above and in Table 4 below, a substantial amount of the Authority’s Bonds that will remain Outstanding after the issuance of the Series 2023A Bonds are Capital Appreciation Bonds, and the amount of debt service that will become due on such Bonds will grow as the accreted value of the Capital Appreciation Bonds grows.

Refunding of the Series 2013A Bonds

A portion of the proceeds of the Series 2023A Bonds will be used to defease all of the Series 2013A Bonds. The specific principal amount of the outstanding Series 2013A Bonds is subject to market conditions, and the Authority will only refund the Series 2013A Bonds that are sufficient for near term debt service relief. The Authority anticipates defeasing the Series 2013A Bonds maturing on October 1, 2022with the proceeds of the Series 2022A Bonds. The Series 2013A Bonds maturing after October 1, 2022 are described below.

Maturity Date (October 1)	Principal Amount Being Refunded	Coupon	CUSIP Number (010869)⁽¹⁾
2023			GF6
2024			GG4
2025			GH2
2026			GJ8
2026*			GK5
2027			GL3
2027*			GM1
2028			GN9
2028*			GP4
2029			GQ2
2029*			GR0

⁽¹⁾ CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriters and are included solely for the convenience of the registered owners of the applicable bond. None of the Underwriters or the Authority is responsible for the selection or use of these CUSIP numbers and no representation is made as to their correctness on applicable bonds or as included in this Official Statement.

On the date of delivery of the Series 2023A Bonds, portions of the proceeds of the Series 2023A Bonds are to be irrevocably deposited by the Trustee, in its capacity as trustee and escrow agent (“Escrow Agent”) and held in a separate escrow fund for the Series 2013A Bonds (the “Series 2013A Bonds Escrow Fund”). The amounts deposited into the Series 2013A Bonds Escrow Fund will be sufficient to provide for the redemption on [____], 2023 (the “Redemption Date”) (at a redemption price equal to 100% of the principal amount thereof) of the Series 2013A Bonds with maturity dates and in the amounts set forth below (the “Refunded 2013A Bonds”), and to pay interest on the Refunded 2013A Bonds to such Redemption Date. The Indenture

provides that upon such deposit, the Series 2013A Bonds are no longer be outstanding under the Indenture. Prior to the maturity of the Refunded 2013A Bonds, moneys on deposit in the Series 2013A Bonds Escrow Fund are to be invested in noncallable Government Obligations.

Projected Shortfalls After Implementation of Plan of Finance Using Internal Financial Model

Table 2-A below sets forth estimated future Use Fees and Container Charges and debt service coverage on the Bonds, including the Series 2022 Bonds and the Series 2023A Bonds from Total Dedicated Revenues (Use Fees and Container Charges and Contingent Port Obligations combined) based upon the Expected Base Case scenario for fiscal years 2022 through 2062. In addition to those assumptions outlined above for Table 2, Table 2-A also reflect the following additional assumptions and adjustments: (i) that after the issuance of the Series 2022 Bonds and the Series 2023A Bonds, no other refunding Bonds are assumed to be issued and no other tender/purchase programs are completed; (ii) that the issuance of the Series 2022 Bonds and the Series 2023A Bonds occurs as outlined in the Plan of Finance; and, (iii) that excess Revenues are not utilized to redeem Bonds. Table 2-A does not reflect the implementation of any portion of the proposed tender or exchange in connection with the Series 2022 Bonds.

Although the restructuring to be accomplished by the issuance of the Series 2023A Bonds is designed to potentially reduce the frequency and amount of future Shortfall Advances, [this restructuring does not reduce the Authority’s overall debt service costs, rather, overall debt service costs are expected to increase in the aggregate, and, as a result of this restructuring, the latest maturity of the Authority’s Bonds will be extended beyond 2037. The Series 2023A Bonds will mature later than all existing debt. There can be no assurance that any of the Authority’s financial estimates and expectations will be realized, that any assumptions will occur or the implementation of the Plan of Finance will be effective to eliminate or reduce the need for any Shortfall Advances, either in the near term through fiscal year 2026, or in the longer term after fiscal year 2026. See “BONDHOLDERS’ RISKS - Uncertainties of Projections, Assumptions and Forward-Looking Statements.”

**TABLE 2-A ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
ESTIMATED DEBT SERVICE COVERAGE TABLE
(EXPECTED BASE CASE)⁽¹⁾**

Fiscal Year Ending	Use Fees and Container Charges ⁽²⁾⁽³⁾ [A]	Contingent Port Obligations ⁽⁴⁾⁽⁵⁾ [B]	Total Dedicated Revenues [A]+[B]=[C]	Senior Lien Bonds Debt Service [D]	Debt Service Coverage for Senior Lien Bonds ⁽⁶⁾ [C]/[D]=[E]	First Subordinate Lien Bonds Debt Service ⁽⁵⁾ [F]	Debt Service Coverage for Senior Lien Bonds and First Subordinate Lien Bonds ⁽⁵⁾⁽⁶⁾⁽⁷⁾ [C]/([D]+[F])= [G]	Second Subordinate Lien Bonds Debt Service ⁽⁵⁾ [H]	Total Debt Service ⁽⁵⁾ [D]+[F]+[H]= [I]	Debt Service Coverage for All Bonds ⁽⁵⁾⁽⁶⁾⁽⁷⁾ [C]/[I]=[J]	Financing Fees ⁽⁷⁾ [K]	Projected Shortfall Advances ⁽⁸⁾ [A]-[I]-[K]=[L]
2022 ⁽¹⁰⁾	\$95,813,562	\$47,052,930	\$182,917,706	\$83,109,646	2.20x	\$7,179,000	2.01x	\$26,174,250	\$116,462,896	1.56x	\$1,169,430	-
2023	\$85,729,562	\$25,291,787	\$111,021,350	\$23,922,850	4.64x	\$11,939,550	3.02x	\$26,174,250	\$62,036,650	1.77x	\$1,192,819	-
2024	\$94,488,743	\$26,950,529	\$121,439,272	\$34,300,499	3.54x	\$5,684,900	2.97x	\$26,174,250	\$66,159,649	1.81x	\$1,216,675	-
2025	\$103,907,515	\$28,201,455	\$132,108,970	\$36,343,879	3.63x	\$6,744,500	3.00x	\$26,174,250	\$69,262,629	1.88x	\$1,241,008	-
2026	\$114,037,773	\$27,874,689	\$141,912,462	\$35,522,643	3.99x	\$3,166,311	3.58x	\$26,174,250	\$64,863,204	2.16x	\$1,265,829	-
2027	\$124,927,417	\$81,572,589	\$206,500,006	\$75,791,078	2.72x	\$100,675,000	1.16x	\$26,174,250	\$202,640,328	1.01x	\$1,291,145	(\$79,004,057)
2028	\$134,387,577	\$81,421,603	\$215,809,180	\$75,387,789	2.86x	\$100,675,000	1.22x	\$26,174,250	\$202,237,039	1.06x	\$1,316,968	(\$69,166,430)
2029	\$141,190,948	\$81,260,148	\$222,451,096	\$74,962,811	2.97x	\$100,670,000	1.26x	\$26,174,250	\$201,807,061	1.10x	\$1,343,307	(\$61,959,420)
2030	\$148,338,740	\$81,101,269	\$229,440,009	\$74,533,749	3.08x	\$100,675,000	1.30x	\$26,174,250	\$201,382,999	1.13x	\$1,370,174	(\$54,414,433)
2031	\$155,848,389	\$91,888,077	\$247,736,466	\$101,483,366	2.44x	\$67,174,067	1.46x	\$26,174,250	\$194,831,683	1.27x	\$1,397,577	(\$40,380,872)
2032	\$163,738,214	\$91,923,337	\$255,661,550	\$101,538,563	2.52x	\$100,670,000	1.26x	\$26,174,250	\$228,382,813	1.11x	\$1,425,529	(\$66,070,128)
2033	\$172,027,461	\$91,952,258	\$263,979,719	\$101,582,357	2.60x	\$100,670,000	1.30x	\$26,174,250	\$228,426,607	1.15x	\$1,454,039	(\$57,853,185)
2034	\$180,736,351	\$91,981,812	\$272,718,162	\$101,622,159	2.68x	\$76,046,926	1.53x	\$26,174,250	\$203,843,335	1.33x	\$1,483,120	(\$24,590,104)
2035	\$189,886,129	\$102,160,967	\$292,047,096	\$101,662,325	2.87x	-	2.87x	\$153,092,625	\$254,754,950	1.15x	\$647,468	(\$65,516,290)
2036	\$199,499,114	\$101,339,328	\$300,838,441	\$92,242,253	3.26x	-	3.25x	\$152,772,000	\$245,014,253	1.23x	\$660,418	(\$46,175,557)
2037	\$209,598,756	\$101,673,412	\$311,272,169	\$100,794,905	3.09x	-	3.08x	\$152,715,000	\$253,509,905	1.23x	\$673,626	(\$44,584,774)
2038	\$220,209,694	\$101,991,769	\$322,201,462	\$101,803,823	3.16x	-	3.16x	\$152,488,500	\$254,292,323	1.27x	\$687,098	(\$34,769,728)
2039	\$231,357,809	\$40,836,021	\$272,193,831	\$101,854,250	2.67x	-	2.67x	-	\$101,854,250	2.67x	\$235,803	-
2040	\$243,070,298	\$40,837,908	\$283,908,206	\$101,854,250	2.79x	-	2.78x	-	\$101,854,250	2.78x	\$240,520	-
2041	\$255,375,732	\$40,839,832	\$296,215,564	\$101,854,250	2.91x	-	2.90x	-	\$101,854,250	2.90x	\$245,330	-
2042	\$268,304,129	\$40,841,795	\$309,145,923	\$101,854,250	3.04x	-	3.03x	-	\$101,854,250	3.03x	\$250,237	-
2043	\$281,887,025	\$40,843,796	\$322,730,822	\$101,854,250	3.17x	-	3.16x	-	\$101,854,250	3.16x	\$255,241	-
2044	\$296,157,556	\$40,845,838	\$337,003,394	\$101,854,250	3.31x	-	3.30x	-	\$101,854,250	3.30x	\$260,346	-
2045	\$311,150,532	\$40,847,921	\$351,998,453	\$101,854,250	3.46x	-	3.45x	-	\$101,854,250	3.45x	\$265,553	-
2046	\$326,902,528	\$40,850,046	\$367,752,573	\$101,854,250	3.61x	-	3.60x	-	\$101,854,250	3.60x	\$270,864	-
2047	\$343,451,968	\$40,852,213	\$384,304,181	\$101,854,250	3.77x	-	3.76x	-	\$101,854,250	3.76x	\$276,281	-
2048	\$360,839,224	\$40,854,423	\$401,693,647	\$101,854,250	3.94x	-	3.93x	-	\$101,854,250	3.93x	\$281,807	-
2049	\$379,106,710	\$40,856,677	\$419,963,387	\$101,854,250	4.12x	-	4.11x	-	\$101,854,250	4.11x	\$287,443	-
2050	\$398,298,987	\$40,858,977	\$439,157,964	\$101,854,250	4.31x	-	4.30x	-	\$101,854,250	4.30x	\$293,192	-
2051	\$418,462,873	\$40,418,372	\$458,881,246	\$100,746,875	4.55x	-	4.54x	-	\$100,746,875	4.54x	\$299,056	-
2052	\$439,647,556	\$39,943,765	\$479,591,321	\$99,554,375	4.82x	-	4.80x	-	\$99,554,375	4.80x	\$305,037	-
2053	\$461,904,714	\$39,900,105	\$501,804,819	\$99,439,125	5.05x	-	5.03x	-	\$99,439,125	5.03x	\$311,138	-
2054	\$485,288,640	\$3,562,744	\$488,851,384	\$8,589,500	56.91x	-	54.88x	-	\$8,589,500	54.88x	\$317,360	-
2055	\$509,856,377	-	\$509,856,377	-	-	-	-	-	-	-	-	-
2056	\$535,667,856	-	\$535,667,856	-	-	-	-	-	-	-	-	-
2057	\$562,786,042	-	\$562,786,042	-	-	-	-	-	-	-	-	-
2058	\$591,277,085	-	\$591,277,085	-	-	-	-	-	-	-	-	-
2059	\$621,210,487	-	\$621,210,487	-	-	-	-	-	-	-	-	-
2060	\$652,659,268	-	\$652,659,268	-	-	-	-	-	-	-	-	-
2061	\$685,700,144	-	\$685,700,144	-	-	-	-	-	-	-	-	-
2062	\$540,310,285	-	\$540,310,285	-	-	-	-	-	-	-	-	-
Total⁽¹¹⁾	\$12,735,039,770	\$1,869,628,393	\$14,644,719,376	\$2,847,185,570	-	\$781,970,254	-	\$951,333,375	\$4,580,489,199	-	\$24,231,438	(\$644,484,978)

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- ⁽¹⁾ The assumptions in this table do not include any anticipated success from the Invitation to tender or exchange any of the Target Bonds; only shows the refunding of the Series 2013A Bonds and the Series 1999C Bonds. There can be no assurance that the Series 2022 Bonds will be issued.
- ⁽²⁾ Based on the Authority's actual TEU throughput volumes for calendar year 2021, the first [4] calendar months of calendar year 2022 and Authority projections based on assumptions for Port loaded TEU Growth, CPI and Capture Rate. Use Fees and Container Charges are shown in the fiscal years estimated to be received. Also assumes that the Shortfall Advance Surcharge is included in fiscal years 2022 through 2062. See the paragraph immediately preceding Table 2.
- ⁽³⁾ Use Fees and Container Charges are shown in the fiscal years to be received.
- ⁽⁴⁾ Contingent Port Obligations are equal to 40% of the Annual Amount. See "AUTHORITY REVENUES-Shortfall Advances" and the definition of Annual Amount in APPENDIX E—"SUMMARY OF PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT."
- ⁽⁵⁾ Debt Service on the Bonds (and Contingent Port Obligations) shown in this Table are shown in the fiscal years in which payment is due.
- ⁽⁶⁾ Senior Lien Debt Service shown is net of an expected release of approximately \$7.7 million from the debt service reserve fund in fiscal year 2036. First Subordinate Lien Debt Service shown is net of expected debt service reserve fund releases of approximately \$3.5 million in fiscal year 2026, approximately \$33.6 million in fiscal year 2031 and approximately \$24.6 million in fiscal year 2034.
- ⁽⁷⁾ Debt service coverage calculations for the First Subordinate Lien Bonds and for all Bonds differs slightly from the referenced letters. Debt service coverage calculations for the First Subordinate Lien Bonds is calculated as the Total Dedicated Revenues divided by the sum of the Senior Lien Debt Service, First Subordinate Lien Debt Service, and the portion of the Financing Fees associated with the Senior Lien Debt Service and First Subordinate Lien. Debt service coverage calculations for all Bonds is calculated as the Total Dedicated Revenues divided by the sum of Total Debt Service and the portion of the Financing Fees associated with the Senior Lien and First Subordinate Lien (but not Financing Fees associated with the Second Subordinate Lien). Such calculations are based on the Flow of Funds, see "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Flow of Funds."
- ⁽⁸⁾ Financing Fees are allocated by lien in calculating coverage for First Subordinate Lien Bonds and Second Subordinate Lien Bonds.
- ⁽⁹⁾ The Authority is required to submit to each Port at least 90 days prior to the beginning of each Port's fiscal year the Authority's estimate of the amount of Shortfall Advance that is expected to be required from each Port during such fiscal year. Because the estimate is required approximately six months in advance of the October 1 principal payment date (and in the fiscal year preceding such principal payment date), for purposes of this Table, future Shortfall Advances are estimated assuming that applicable debt service is paid [] months in advance of the applicable debt service payment date. By aligning each October 1 principal payment date with the prior fiscal year revenues, future Use Fees and Container Charges, as estimated as described above and as shown in this Table, along with estimated Shortfall Advances so determined, are expected to be sufficient to meet annual debt service requirements. Because for purposes of this Table, Shortfall Advances are determined by assuming that debt service is paid [] months in advance, Shortfall Advances cannot be calculated from information provided solely in this Table.
- ⁽¹⁰⁾ The Total Dedicated Revenues in fiscal year 2022 includes approximately \$40.1 million of cash on hand to pay for debt service in fiscal year 2022.
- ⁽¹¹⁾ Totals may not add up due to rounding.

As shown in Table 2-A, based upon the assumptions and adjustments described above, future debt service coverage on the Senior Lien Bonds including the Series 2022 Bonds and the Series 2023A Bonds) would range from a low of approximately 1.72 times to a high of approximately 3.97 times; future debt service coverage on all Senior Lien Bonds (including the Series 2022 Bonds and the Series 2023A Bonds) and all First Subordinate Lien Bonds would range from a low of approximately 1.16 times to a high of approximately 3.23 times; future debt service coverage on all Senior Lien Bonds (including the Series 2022 Bonds and the Series 2023A Bonds), First Subordinate Lien Bonds and Second Subordinate Lien Bonds would range from a low of approximately 0.96 times to a high of approximately 1.54 times.

No assurances can be given that the projections discussed in this Official Statement will occur or that other assumptions for hypothetical cargo throughput and revenues will be realized. See also “BONDHOLDERS’ RISKS – Uncertainties of Projections, Assumptions and Forward-Looking Statements.”

Verification Report

An independent verification report (the “Verification Report”) will be obtained from [_____], a firm of independent certified public accountants (the “Verification Agent”), will verify from the information provided to them the mathematical accuracy of the computations contained in the provided schedules to determine that the Escrow Fund Deposits to be held by the Trustee will be sufficient to pay on [____], 202_ the Defeased Series 2013A Bonds at maturity and redemption price of the Defeased Series 2013A Bonds plus interest accrued thereon to [____], 202_.

SOURCES AND USES OF FUNDS*

The proceeds of the Series 2023A Bonds, together with other available funds, are expected to be applied as follows:

**TABLE 3
Sources and Uses of Funds**

Sources of Funds:	Series 2023A
Principal amount	\$
Net original issue premium/discount	
Funds of the Authority relating to the Refunded 2013A Bonds	_____
Total Sources	\$
Uses of Funds:	
Escrow Fund Deposit	\$
Deposit to Debt Service Reserve Account	
Costs of Issuance ⁽¹⁾	
Total Uses	\$

⁽¹⁾ Costs of Issuance include, but are not limited to, Trustee, Escrow Agent, Verification Agent and legal fees and expenses; Underwriters’ discount; rating agency fees; Underwriters’ discount; rating agency fees; financial advisor fees and printing costs.

Debt Service Schedule. Table 4 is a debt service schedule for the Outstanding Bonds, including the Defeased Series 2013A Bonds that are expected to be refunded or defeased and including the Series 2023A Bonds.

**TABLE 4
DEBT SERVICE SCHEDULE**

Fiscal Year Ending June 30	Outstanding Senior Lien Bonds	Outstanding First Subordinate Lien Bonds ⁽¹⁾	Outstanding Second Subordinate Lien Bonds	Series 2023A Bonds Principal	Series 2023A Bonds Interest	Total Outstanding Debt Service
2022	\$83,109,646	\$7,179,000	\$26,174,250			\$116,462,896
2023	\$83,947,146	\$11,939,550	\$26,174,250			\$122,060,946
2024	\$94,081,462	\$5,684,900	\$26,174,250			\$125,940,612
2025	\$94,024,539	\$6,744,500	\$26,174,250			\$126,943,289
2026	\$93,968,183	\$3,166,311	\$26,174,250			\$123,308,744
2027	\$93,959,553	\$100,675,000	\$26,174,250			\$220,808,803
2028	\$93,893,789	\$100,675,000	\$26,174,250			\$220,743,039
2029	\$93,803,952	\$100,670,000	\$26,174,250			\$220,648,202
2030	\$93,719,890	\$100,675,000	\$26,174,250			\$220,569,140
2031	\$101,533,490	\$67,174,067	\$26,174,250			\$194,881,807
2032	\$101,589,172	\$100,670,000	\$26,174,250			\$228,433,422
2033	\$101,632,795	\$100,670,000	\$26,174,250			\$228,477,045
2034	\$101,672,527	\$76,046,926	\$26,174,250			\$203,893,703
2035	\$101,712,671	-	\$153,092,625			\$254,805,296
2036	\$92,292,832	-	\$152,772,000			\$245,064,832
2037	\$100,845,000	-	\$152,715,000			\$253,560,000
2038	\$101,855,000	-	\$152,488,500			\$254,343,500
Total⁽²⁾	\$1,627,641,647	\$781,970,254	\$951,333,375			\$3,360,945,276

⁽¹⁾Includes debt service on the Defeased Series 2013A Bonds and the Defeased Series 2013A Bonds.

⁽²⁾ Totals may not add up due to rounding.

Source: The Authority.

DESCRIPTION OF THE SERIES 2023A BONDS

General

The Series 2023A Bonds will be issued in the aggregate Initial Amount described on the inside front cover of this Official Statement. The Series 2023A Bonds will consist of Capital Appreciation Bonds. The Series 2023A Bonds are issued under and subject to the terms of the Indenture, will be Senior Lien Bonds as defined pursuant to the Indenture and are secured by and payable from the Trust Estate in accordance with the terms of the Indenture. The Series 2023A Bonds will be on a parity with the outstanding Series 1999A Bonds, Series 1999C Bonds, Series 2012 Bonds, Series 2013A Bonds and any other Senior Lien Bonds issued under the Indenture, as and to the extent provided in the Indenture.

Terms of the Series 2023A Bonds

The Series 2023A Bonds will, upon initial issuance, be dated their date of initial delivery. The Series 2023A Bonds will be issued only in Authorized Denominations. For a description of the Authorized Denominations for each of the Series 2023A Bonds that are Capital Appreciation Bonds, Current Interest Bonds and/or Capital Appreciation Bonds, see Appendix E.

Under the Indenture, the Series 2023A Bonds will consist of Capital Appreciation Bonds, Current Interest Bonds and/or Capital Appreciation Bonds. All payments in respect of the Series 2023A Bonds will be made by the Authority in lawful money of the United States of America.

Terms of the Series 2023A Current Interest Bonds

The Final Compounded Amount of the Series 2023A Bonds is required to be paid on the applicable Principal Payment Date. The Series 2023A Bonds will be in the Initial Amounts and will mature, subject to prior redemption, in the years and in the Final Compounded Amounts and will accrete interest at the rates, as set forth on the inside front cover of this Official Statement. Under the Indenture, the Series 2023A Bonds will constitute Capital Appreciation Bonds. Interest on the Series 2023A Bonds will accrue, but will not be payable until maturity or prior redemption, at the applicable rate set forth above, compounded semiannually on October 1 and April 1 of each year, commencing October 1, 2023. The Accreted Value with respect to the Series 2023A Bonds on October 1 and April 1 of each year will be as set forth on the Accreted Value Table included in APPENDIX I – ACCRETED VALUE TABLES” to this Official Statement. The Accreted Value with respect to the Series 2023A Bonds on any date other than October 1 and April 1 of any year will be calculated by the Trustee using straight line interpolation, which calculation will be binding absent manifest error.

Payment of the Final Compounded Amount or the redemption price of the Series 2023A Bonds will be made upon surrender of the Series 2023A Bonds to the Trustee. All payments in respect of the Series 2023A Bonds will be made by the Authority in lawful money of the United States of America.

If the Accreted Value of a Series 2023A Bond becomes due and payable, but has not been paid when due, and no provision is made for its payment, then interest on overdue Accreted Value and, to the extent lawful, on overdue interest will accrue at the rate applicable to such Series 2023A Bond until all overdue amounts (including interest thereon) are paid in full (or payment of such amounts is provided for as set forth in the Indenture).]

Terms of the Series 2023A Current Interest Bonds

The Series 2023A Current Interest Bonds will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2023A Current Interest Bond will bear interest from such 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 2023A Current Interest Bond will bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date, in which event such Series 2023A Current Interest Bond will bear interest from its date of initial delivery.

Interest on the Series 2023A Current Interest Bonds must be paid on each Interest Payment Date. Principal on the Series 2023A Current Interest Bonds must be paid on the applicable Principal Payment Date. Interest on

the Series 2023A Current Interest Bonds must be calculated on the basis of a year of 360 days and twelve (12) thirty (30)-day months.

Terms of the Series 2023A Convertible Capital Appreciation Bonds

Under the Indenture, (i) during the period from the date of delivery of such Series 2023A Convertible Capital Appreciation Bond through the Conversion Date (the “Accretion Period”), the Series 2023A Convertible Capital Appreciation Bonds will constitute “Capital Appreciation Bonds” and (ii) subsequent to the Accretion Period, the Series 2023A Convertible Capital Appreciation Bonds will constitute “Current Interest Bonds.”

During the Accretion Period, interest on the Series 2023A Convertible Capital Appreciation Bonds will accrue, but will not be payable, at the applicable rate set forth above, compounded semiannually on October 1 and April 1 of each year, commencing October 1, 2023. The Accreted Value with respect to the Series 2023A Convertible Capital Appreciation Bonds on each October 1 and April 1 prior to the Conversion Date will be as set forth on the Accreted Value Table included in APPENDIX I – ACCRETED VALUE TABLES” to this Official Statement. Prior to the Conversion Date, the Accreted Value with respect to the Series 2023A Convertible Capital Appreciation Bonds on any date other than October 1 and April 1 will be calculated by the Trustee using straight line interpolation, which calculation will be binding absent manifest error.

Subsequent to the Accretion Period, each Series 2023A Convertible Capital Appreciation Bond will bear interest on the Accreted Value as of the Conversion Date (i.e., the principal amount), at the applicable rate set forth above. Such interest is calculated on the basis of a year of 360 days and twelve 30-day months. Each Series 2023A Convertible Capital Appreciation Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2023A Convertible Capital Appreciation Bond will bear interest from such 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 2023A Convertible Capital Appreciation Bond will bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to the first Record Date following the Conversion Date, in which event such Series 2023A Convertible Capital Appreciation Bond will bear interest from the Conversion Date. If interest on the Series 2023A Convertible Capital Appreciation Bonds is in default, Series 2023A Convertible Capital Appreciation Bonds issued in exchange for Series 2023A Convertible Capital Appreciation Bonds surrendered for transfer or exchange pursuant to the Indenture will bear interest from the Interest Payment Date to which interest has been paid in full on the Series 2023A Convertible Capital Appreciation Bonds surrendered.

Book-Entry Series 2023A Bonds

When issued, the Series 2023A Bonds will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Series 2023A Bonds. Individual purchases may be made only in book-entry form. Purchasers will not receive certificates representing their interest in the Series 2023A Bonds purchased. Except as described below under “TAX MATTERS,” so long as Cede & Co. is the registered owner of the Series 2023A Bonds, as nominee of DTC, references herein to “Series 2022/2023 Bondholders” or to “registered owners” mean Cede & Co. and not the Beneficial Owners of such Series 2023A Bonds. In this Official Statement, the term “Beneficial Owner” or “Bondholder” means the person for whom a DTC Participant acquires an interest in the Series 2023A Bonds.

So long as Cede & Co. (or such other nominee name as an authorized officer of DTC may request) is the registered owner of the Series 2023A Bonds, the principal of, premium, if any, and interest on the Series 2023A Bonds are payable by the Trustee, as paying agent, to Cede & Co., as nominee for DTC which, in turn, is to remit such amounts to the DTC Participants for subsequent disbursement to the Beneficial Owners. See “DTC AND ITS BOOK-ENTRY SYSTEM” in Appendix F.

Redemption**

Optional Redemption.

The Series 2023A Capital Appreciation Bonds maturing on and after October 1, 20__ are not subject to optional redemption and the Series 2023A Capital Appreciation Bonds maturing on and after October 1, 20__ are subject to optional redemption, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2023A Capital Appreciation Bonds as of the date fixed for redemption.

The Series 2023A Current Interest Bonds maturing on or before October 1, 20__ are not subject to optional redemption, and the Series 2023A Current Interest Bonds maturing on and after October 1, 20__ are subject to optional redemption, on any date on or after October 1, ____, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the principal amount of such Series 2023A Current Interest Bonds so redeemed plus accrued interest to the date fixed for redemption, without premium.

The Series 2023A Convertible Capital Appreciation Bonds maturing on or before October 1, 20__ are not subject to optional redemption, and the Series 2023A Convertible Capital Appreciation Bonds maturing on and after October 1, 20__ are subject to optional redemption, on any date on or after October 1, ____, in whole or in part, at the option of the Authority, from any moneys that may be provided for such purpose, at a redemption price equal to 100% of the Accreted Value on such Series 2023A Convertible Capital Appreciation Bonds as of the date fixed for redemption.

Mandatory Sinking Fund Redemption.

The Series 2023A Capital Appreciation Bonds maturing on October 1, __ are subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective [principal amounts] set forth below, in each case at a redemption price equal to the [principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption]

Mandatory Redemption Date (October 1)	Principal Amount to be Redeemed
†	
†Maturity	

The Series 2023A Current Interest Bonds maturing on October 1, __ are subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective principal amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:

Mandatory Redemption Date (October 1)	Principal Amount to be Redeemed
†	
†Maturity	

The Series 2023A Convertible Capital Appreciation Bonds maturing on October 1, __ are subject to mandatory sinking fund redemption prior to maturity on each October 1 in the years and in the respective principal

* Preliminary, subject to change.

amounts set forth below, in each case at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for such mandatory redemption:

Mandatory Redemption Date (October 1)	Principal Amount to be Redeemed
†	
†Maturity	

Extraordinary Redemption. The Master Indenture provides that the Bonds of each series, including the Series 2023A Bonds, are subject to redemption prior to their stated maturity on any Interest Payment Date in whole or in part from Bond proceeds or Net Proceeds, upon receipt by the Trustee of a Certificate of an Independent Consultant stating that, by virtue of damage or destruction to the Project, it is not financially feasible to construct, rebuild or replace all or any portion of the Project so as to permit the Project to operate in a financially feasible manner following such destruction or damage, at a redemption price equal to 100% of the principal amount (or accreted value in the case of Bonds that are capital appreciation bonds) of each Series of Bonds to be redeemed, plus accrued interest thereon, on and to the date fixed for redemption and without premium. The Indenture provides that Bonds redeemed pursuant to this provision are to be redeemed in the following order of priority: (i) Senior Lien Bonds (ii) First Subordinate Lien Bonds and (iii) Second Subordinate Lien Bonds.

If less than all Outstanding Bonds of a particular level of priority are to be redeemed at any one time pursuant to this provision of the Master Indenture, the Trustee is to select Bonds from each Series of that priority level on a proportionate basis and to select Bonds within each such Series to be redeemed from each maturity on a proportionate basis; provided that within each maturity such Bonds are to be selected by lot.

Notice of Redemption; Conditional Notice of Optional Redemption; Selection of Series 2023A Bonds for Redemption; Effect of Redemption and Cessation of Interest.

The Trustee is required to give notice of redemption (which, in the case of optional redemption, may be conditional), in the name of the Authority, to Bondholders of the Series 2023A Bonds to be redeemed pursuant to the Indenture at least thirty days (or at least twenty days for book-entry Series 2023A Bonds) but not more than sixty days before each date fixed for redemption. The Trustee is required to send such notices of redemption by first class mail (or with respect to the Series 2023A Bonds held by DTC, in accordance with DTC operating procedures) to each owner of a Series 2022 Bond to be redeemed; each such notice shall be sent to the owner's registered address.

Each notice of redemption is required to specify the Series 2023A Bonds to be redeemed, the date of issue, the maturity date thereof, if less than all Series 2023A Bonds of a maturity are called for redemption, the numbers of the Series 2023A Bonds, the Initial Amount and the CUSIP numbers assigned to the Series 2023A Bonds to be redeemed, the Accreted Value to be redeemed and the interest rate applicable to the Series 2023A Bonds to be redeemed, the date fixed for redemption, the redemption price, the place or places of payment, the Trustee's or Paying Agent's name, that payment will be made upon presentation and surrender of the Series 2023A Bonds to be redeemed to the Trustee, that interest, if any, accrued to the date fixed for redemption and not paid will be paid as specified in said notice, and that on and after said date interest thereon will cease to accrue on the Series 2023A Bonds called for redemption, to the extent that moneys for payment of the redemption price, including accrued interest to the date fixed for redemption, are being held in trust by the Trustee therefor. In the case of optional redemptions, each such notice is required to further state that the proposed redemption is conditioned on there being on deposit in the applicable account, on the date fixed for redemption, sufficient money to pay the full Accreted Value of the Series 2023A Bonds to be redeemed.

Failure to give any required notice of redemption as to any particular Series 2023A Bonds will not affect the validity of the call for redemption of any other Series 2023A Bonds with respect to which such failure does not occur. Any notice sent as provided herein will be conclusively presumed to have been given whether or not

actually received by the addressee. When notice of redemption is given, Series 2023A Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price. In the event that funds are deposited by the Authority with the Paying Agent sufficient for redemption, interest on the Series 2023A Bonds to be redeemed will cease to accrue as of the date fixed for redemption.

Series 2023A Bonds may be selected for optional redemption by the Authority pursuant to the Indenture, in whole or in part, in such order of maturity as the Authority may direct and within a maturity by lot, selected in such manner as the Trustee may deem appropriate; provided that Series 2023A Bonds may be redeemed only in Authorized Denominations. Upon surrender of a Series 2022 Bond to be redeemed in part only, the Trustee will authenticate for the holder a new Series 2022 Bond or Series 2023A Bonds of the same maturity equal in Initial Amount to the unredeemed portion of the Series 2022 Bond surrendered.

On the date so designated for redemption, notice having been given in the manner and under the conditions provided in the Indenture and moneys for payment of the redemption price being held in trust to pay the redemption price, (a) the Series 2023A Bonds so called for redemption shall become due and payable on the date fixed for redemption, (b) interest on such Series 2023A Bonds will cease to accrue from and after such date fixed for redemption, (c) such Series 2023A Bonds will cease to be entitled to any lien, benefit or security under the Indenture and (d) the owners of such Series 2023A Bonds will have no rights in respect thereof except to receive payment of the redemption price. Series 2023A Bonds which have been duly called for redemption under the provisions of the Indenture and for which moneys for the payment of the redemption price thereof, together with interest accrued to the date fixed for redemption, have been set aside and held in trust for the holders of the Series 2023A Bonds to be redeemed, all as provided in the Indenture, will not be deemed to be Outstanding under the provisions of the Indenture.

Preferential Optional Redemption Priorities. As described below, the Authority agreed with the Series 2004 Bond Insurer and with the Series 2012 Lender that the Authority would prepay, redeem, defease, retire or purchase First Subordinate Lien Bonds (and specifically, the Series 2004A Bonds) and then Series 2012 Senior Lien Bonds with Revenues available pursuant to paragraph SEVENTEENTH under the Master Indenture (at the bottom of the flow of funds) before optionally prepaying, redeeming, defeasing, retiring or purchasing other Bonds with such Revenues to the extent permitted under the Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Flow of Funds— SEVENTEENTH.” The aforementioned covenants are for the benefit of, and enforceable by, the Series 2004 Bond Insurer and the Series 2012 Lender, and not holders of the Bonds.

Authority Purchases. The Authority reserves the right to use available funds to purchase any of the Series 2023A Bonds that are offered to the Authority at any price deemed appropriate by the Authority. Any purchase of Series 2023A Bonds may be made with or without tender of Series 2023A Bonds and at either public or private sale.

FORWARD DELIVERY OF THE SERIES 2023A BONDS

Forward Delivery

[Subject to Update/Discussion]

The Authority expects to issue and deliver the Series 2023A Bonds on or about the Settlement Date pursuant to the Forward Delivery Agreement. The obligation of the Underwriters to purchase the Series 2023A Bonds from the Authority is subject to the satisfaction of certain conditions as outlined in the Forward Delivery Agreement, on or about [_____], 2023 (the “Initial Closing Date”) and on the Settlement Date. All the conditions and termination rights with respect to the sale and settlement of the Series 2023A Bonds are set forth in the Forward Delivery Agreement. The following is a description of certain provisions of the Forward Delivery Agreement.

BY PLACING AN ORDER WITH THE UNDERWRITERS FOR THE PURCHASE OF THE SERIES 2023A BONDS, EACH INVESTOR CONFIRMS THAT IT HAS REVIEWED THIS OFFICIAL STATEMENT, HAS CONSIDERED THE RISKS ASSOCIATED WITH PURCHASING THE PURCHASED BONDS AND IS DULY AUTHORIZED TO PURCHASE THE PURCHASED BONDS.

EACH INVESTOR ACKNOWLEDGES AND AGREES THAT THE SERIES 2023A BONDS ARE BEING SOLD ON A “FORWARD DELIVERY” BASIS AND THAT THE INVESTOR WILL PURCHASE AND AGREE TO ACCEPT DELIVERY OF SUCH SERIES 2023A BONDS FROM THE UNDERWRITERS ON OR ABOUT THE SETTLEMENT DATE, PURSUANT TO THE FORWARD DELIVERY AGREEMENT.

Conditions Precedent

[Subject to Negotiation]

The issuance of the Series 2023A Bonds and the Underwriters’ obligation under the Forward Delivery Agreement to purchase, accept delivery of and pay for the Series 2023A Bonds on the Settlement Date are conditioned upon the performance of the Authority of its obligations thereunder, including, without limitation, the delivery of an opinion of Bond Counsel dated as of the Settlement Date substantially in the form and to the effect as set forth in APPENDIX G to this Official Statement. The purchase and delivery of the Series 2023A Bonds is further contingent upon (i) the delivery and/or release from escrow of certain certificates and legal opinions, and (ii) the satisfaction of other conditions set forth in the Forward Delivery Agreement as of the Settlement Date.

[Under the Forward Delivery Agreement, the Underwriters also have the right, before the time of Settlement, to cancel their obligations to purchase the Series 2023A Bonds if, among other conditions, ...]

During the period between the date of this Official Statement and the Settlement Date (the “Forward Delivery Period”), certain information contained in this Official Statement could change in a material respect. The Authority has agreed to update this Official Statement, to the extent necessary to assure its accuracy as of the Settlement Date, and to provide the same to prospective purchasers of the Series 2023A Bonds on or prior to the Settlement Date. The Authority expects that the Official Statement, either by dissemination of a supplement thereto, or by means of cross references to filings made under the Electronic Municipal Market Access portion of the MSRB, will be updated prior to the Settlement Date.

The Authority will not be a party to any agreement between the Underwriters and the investors for the purchase of the Series 2023A Bonds, and the Authority is not in any way responsible for the performance thereof or for any representations or warranties contained therein. The Authority is only obligated for its performance under the Forward Delivery Agreement.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Limited Obligations

The Series 2023A Bonds are special, limited obligations of the Authority and are payable solely from, and are secured solely by a lien on, the Trust Estate. The Series 2023A Bonds are Senior Lien Bonds, payable and secured on a parity with the Authority’s other Senior Lien Bonds and any Senior Lien Bonds that may be issued in the future in accordance with the Indenture.

Pursuant to the Indenture, the Authority has assigned, and transferred to the Trustee, without recourse, and pledged and assigned to the Trustee and granted to the Trustee liens on and security interests in, the Trust Estate and all of its rights in the Trust Estate, including rights and remedies against the Ports and the Railroads, provided that the Trustee’s exercise of any rights and remedies under the Use and Operating Agreement shall not impair either Railroad’s rights to use the Rail Corridor, so long as such Railroad continues to pay Use Fees, Container Charges, M & O Charges (e.g. certain maintenance and operation expenses in connection with the Railroads’ use of the Rail Corridor and the Port-Owned Tracks) and other amounts owed by such Railroad under the Use and Operating Agreement.

As defined in the Indenture, the “Trust Estate” consists of all moneys, assets and rights to which the Authority is entitled, including (a) the Revenues, subject to application as provided in the Indenture, (b) moneys and securities held from time to time by the Trustee or any Paying Agent in certain of the funds and accounts created under the Indenture, (c) earnings on amounts referred to in the foregoing clauses (a) and (b), subject to certain limitations, (d) the Authority’s rights to payment or otherwise under the Operating Agreement, the Use Permit, the Design-Build Contract and other contracts, agreements, payment or performance bonds and insurance

policies relating to the Project or to the construction, use or operation thereof, (e) any liquidated or actual damages or insurance proceeds received by the Authority from any source pursuant to the agreements referred to in clause (d) or otherwise arising from the Project, (f) Net Proceeds, (g) the proceeds of any business interruption insurance or other insurance relating to the Project or to the construction, use or operation thereof, and (h) any and all other funds, assets, rights, properties or interests therein, which may from time to time after the date of the Master Indenture be pledged or assigned to the Trustee as additional security under the Indenture. See “AUTHORITY REVENUES—General” below and “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—The Master Indenture—Granting Clause; Pledge of Revenues” in Appendix E.

The Indenture provides that such liens and security interests are a first and senior priority for the benefit of the owners of the Senior Lien Bonds, a second priority for the benefit of the owners of the First Subordinate Lien Bonds and a third priority for the benefit of the owners of the Second Subordinate Lien Bonds; but funds deposited in the M & O Fund and in the Reserve Account, described below under “Eleventh” and in the Rebate Fund and in the Indemnification Fund are not pledged to and do not secure payment of the Bonds. The Reserve Account is an account created in the Debt Service Reserve Fund pursuant to the Indenture, which is separate and apart from the M & O Fund. The M & O Fund is a deposit account for receipt of the M & O Charges from the Railroads. The Indenture also provides that additional security, including any Credit Facility or Debt Service Reserve Surety Policy, provided for specific Bonds or a specific Series of Bonds may, as provided by Supplemental Indenture, secure only such specific Bonds or Series of Bonds and, therefore, will not be included as security for all Bonds under the Indenture. The Indenture further provides that moneys and securities held in trust exclusively for Bonds that have become due and payable and moneys and securities that are held exclusively to pay Bonds that are deemed to have been paid under the Indenture shall be held solely for the payment of such specific Bonds.

The Bonds, including the Series 2023A Bonds, are not obligations of the State of California or any political subdivision of the State of California and are not obligations of any of the Cities, the Ports or the Railroads. The Project, including the Rail Corridor, is not security for the Bonds, and the Bonds are not secured by a lien on any properties or improvements of the Authority, the Cities, the Ports or the Railroads or by a pledge of any revenues of the Cities, the Ports or the Railroads. The Railroads and the Ports are obligated only to make certain payments required by the Operating Agreement and are not responsible for paying, and are not guaranteeing the payment of, the principal or accreted value of, premium, if any, or interest on the Bonds. The Operating Agreement does not provide the Authority the right to unilaterally increase Use Fees and Container Charges to address Revenue shortfalls, including to pay debt service on its Bonds. See “AUTHORITY REVENUES—Shortfall Advances,” “BONDHOLDERS’ RISKS—Bonds are Limited Obligations of the Authority; Limited Sources of Funds,” “—Shortfall Advances are Limited, Subordinate Obligations of the Ports” below, “THE PORT OF LOS ANGELES” in Appendix B and “THE PORT OF LONG BEACH” in Appendix C.

Flow of Funds

The Operating Agreement generally describes how Revenues are to be collected and disbursed during each year and includes a specific order of priority for allocation and disbursement of Revenues. As permitted by the Operating Agreement, the Authority modified the order of priority set forth in the Operating Agreement, and described below is the modified order of priority as set forth in the Master Indenture, as amended by the Sixth Supplemental Indenture and the Eighth Supplemental Indenture.

The Indenture provides that Revenues received by the Trustee are to be deposited in the Revenue Fund created under the Indenture and that upon such receipt, such Revenues immediately become subject to the lien and pledge of the Indenture. Moneys in the Revenue Fund are to be set aside and transferred by the Trustee for the uses and in the order required by the Indenture (the “Flow of Funds”) as summarized below. The Series 2023A Bonds are “Senior Lien Bonds” within the Flow of Funds. Under the Master Indenture, “Interest Payment Dates” are April 1 and October 1 for Current Interest Bonds, and “Principal Payment Date” is (a) for Current Interest Bonds, October 1 and (b) for Capital Appreciation Bonds, October 1 of any year in which the Final Compounded Amount of any Capital Appreciation Bond is due. See “AUTHORITY REVENUES—General” and “—Debt Service Schedule” below and “INDENTURE—Definitions” in Appendix E.

- FIRST:** Five Business Days prior to the last Business Day of each month, the Trustee is required to set aside and to transfer to the Debt Service Funds for the Senior Lien Bonds from funds deposited in the Revenue Fund amounts equal to the Debt Service Payment Requirement for the Senior Lien Bonds. The “Debt Service Payment Requirement” is a monthly deposit requirement. See “INDENTURE—Definitions” in Appendix E.
- SECOND:** Five Business Days prior to the last Business Day of each month, and subject to the transfer described in the paragraph under FIRST above, the Trustee is required to deposit in any Debt Service Reserve Account under a Supplemental Indenture for a Series of Senior Lien Bonds, if there is any deficiency therein, the Debt Service Reserve Fund Replenishment Payment for such Senior Lien Bonds, which includes the amount, if any, required to reimburse any Debt Service Reserve Surety Policy provider and in the case of the Series 2012 Debt Service Reserve Surety Agreement (the “Series 2012 Surety”), the amount required to be deposited into the 2012 Debt Service Reserve Account to reduce the amount of the Series 2012 Surety (the “2012 Annual Cash Deposits”). See “—Debt Service Reserve Fund.”
- THIRD:** Five Business Days prior to the last Business Day prior to each October 1, and subject to the transfers required under paragraphs FIRST and SECOND above, and pursuant to Requisitions, the Trustee is to pay the Financing Fees described below for the Senior Lien Bonds for the ensuing Bond Year to the extent the same were not paid out of Costs of Issuance.
- FOURTH:** Prior to the issuance of the Series 2004 Subordinate Lien Bonds and the prepayment of the 1999 Federal Loan, semiannual deposits to the Federal Loan Fund were to be deposited to provide for the payment of the amount coming due on the 1999 Federal Loan. The 1999 Federal Loan was prepaid with proceeds of the Series 2004 Bonds.
- FIFTH:** Five Business Days prior to each Interest Payment Date and Principal Payment Date during the time that any First Subordinate Lien Bonds are Outstanding, and subject to the transfers described in paragraphs FIRST through FOURTH above, the Trustee is required to set aside and to transfer to the Debt Service Funds for the First Subordinate Lien Bonds amounts equal to the Final Compounded Amount, or to the principal and/or interest to be due and payable on the First Subordinate Lien Bonds on such Interest Payment Date and Principal Payment Date.
- SIXTH:** Five Business Days prior to each Interest Payment Date and Principal Payment Date during the time that any First Subordinate Lien Bonds are Outstanding, and subject to the transfers described in paragraphs FIRST through FIFTH above, the Trustee is required to (i) pay any Debt Service Reserve Surety Repayment Obligation for any First Subordinate Lien Bonds, and after full repayment of all such Debt Service Reserve Surety Repayment Obligations for the First Subordinate Lien Bonds, (ii) deposit in any Debt Service Reserve Account established under a Supplemental Indenture for the First Subordinate Lien Bonds, if there is any deficiency therein, the amount necessary for the funds in such Debt Service Reserve Accounts to be equal to the Debt Service Reserve Requirement for the First Subordinate Lien Bonds.
- SEVENTH:** Five Business Days prior to the last Business Day prior to each October 1 and subject to the transfers required under paragraphs entitled FIRST through SIXTH above, and pursuant to Requisitions, the Trustee is required to pay the Financing Fees for the First Subordinate Lien Bonds for the ensuing Bond Year to the extent the same were not paid out of Costs of Issuance.
- EIGHTH:** Five Business Days prior to each Interest Payment Date and Principal Payment Date during the time that any Second Subordinate Lien Bonds are Outstanding and subject to the transfers described in paragraphs FIRST through SEVENTH above, the Trustee

is required to set aside and transfer to the Debt Service Funds for the Second Subordinate Lien Bonds amounts equal to the Final Compounded Amount, or to the principal and/or interest to be due and payable on the Second Subordinate Lien Bonds on such Interest Payment Date and Principal Payment Date.

- NINTH:** Five Business Days prior to each Interest Payment Date and Principal Payment Date during the time that any Second Subordinate Lien Bonds are Outstanding and subject to the transfers described in paragraphs FIRST through EIGHTH above, the Trustee is required to (i) pay any Debt Service Reserve Surety Repayment Obligation for any Second Subordinate Lien Bonds, and after full repayment of all such Debt Service Reserve Surety Repayment Obligations, (ii) deposit in any Debt Service Reserve Account established for any Second Subordinate Lien Bonds, if there is any deficiency therein, any amount necessary for the funds in such Debt Service Reserve Accounts to be equal to the Debt Service Reserve Requirement for the Second Subordinate Lien Bonds.
- TENTH:** Five Business Days prior to the last Business Day prior to each October 1 and subject to the transfers described under paragraphs FIRST through NINTH above, and pursuant to Requisitions, the Trustee is required to pay the Financing Fees for the Second Subordinate Lien Bonds for the ensuing Bond Year to the extent the same were not paid from Costs of Issuance.
- ELEVENTH:** Five Business Days prior to the last Business Day prior to each Principal Payment Date following Substantial Completion and subject to the transfers described under paragraphs FIRST through TENTH above, and pursuant to written instructions from an Authorized Authority Representative, on October 1 of each year, the Trustee is required to transfer an amount up to the Reserve Account Target to the Reserve Account pursuant to the Indenture.
- TWELFTH:** Five Business Days prior to the last Business Day prior to each October 1 and subject to the transfers described under paragraphs FIRST through ELEVENTH above and pursuant to Requisitions, the Trustee is to pay the Administrative Costs of the Authority in advance for the ensuing Bond Year to the extent the same were not paid from Costs of Issuance.
- THIRTEENTH:** Upon completion of the Annual Accounting and subject to meeting the requirements with respect thereto, and further subject to the transfers described under paragraphs FIRST through TWELFTH above and pursuant to written instructions from an Authorized Authority Representative and written approval by the Port Representatives for both Ports, the Trustee is required to pay amounts required to reimburse to the Ports the Benefit Amount (as defined in the Operating Agreement) in accordance with the Operating Agreement.
- FOURTEENTH:** Upon completion of the Annual Accounting and subject to meeting the requirements with respect thereto, and also subject to the transfers described under paragraphs FIRST through THIRTEENTH above, and pursuant to written instructions from an Authorized Authority Representative and written approval by the Port Representatives for both Ports, the Trustee is required to make any payments required to reimburse the Ports for their Port Advances in the following order of priority, with each item to be fully reimbursed before any subsequent items are reimbursed through such payment: (i) Net Project Costs (as defined in the Operating Agreement) advanced by POLA or POLB (either directly or through the Authority) prior to Substantial Completion that have not already been reimbursed to POLA or POLB from the proceeds of the financings or grants received by the Authority; (ii) Shortfall Advances, including Subsequent Shortfall Advances (mentioned below), made by either POLA or POLB pursuant to the

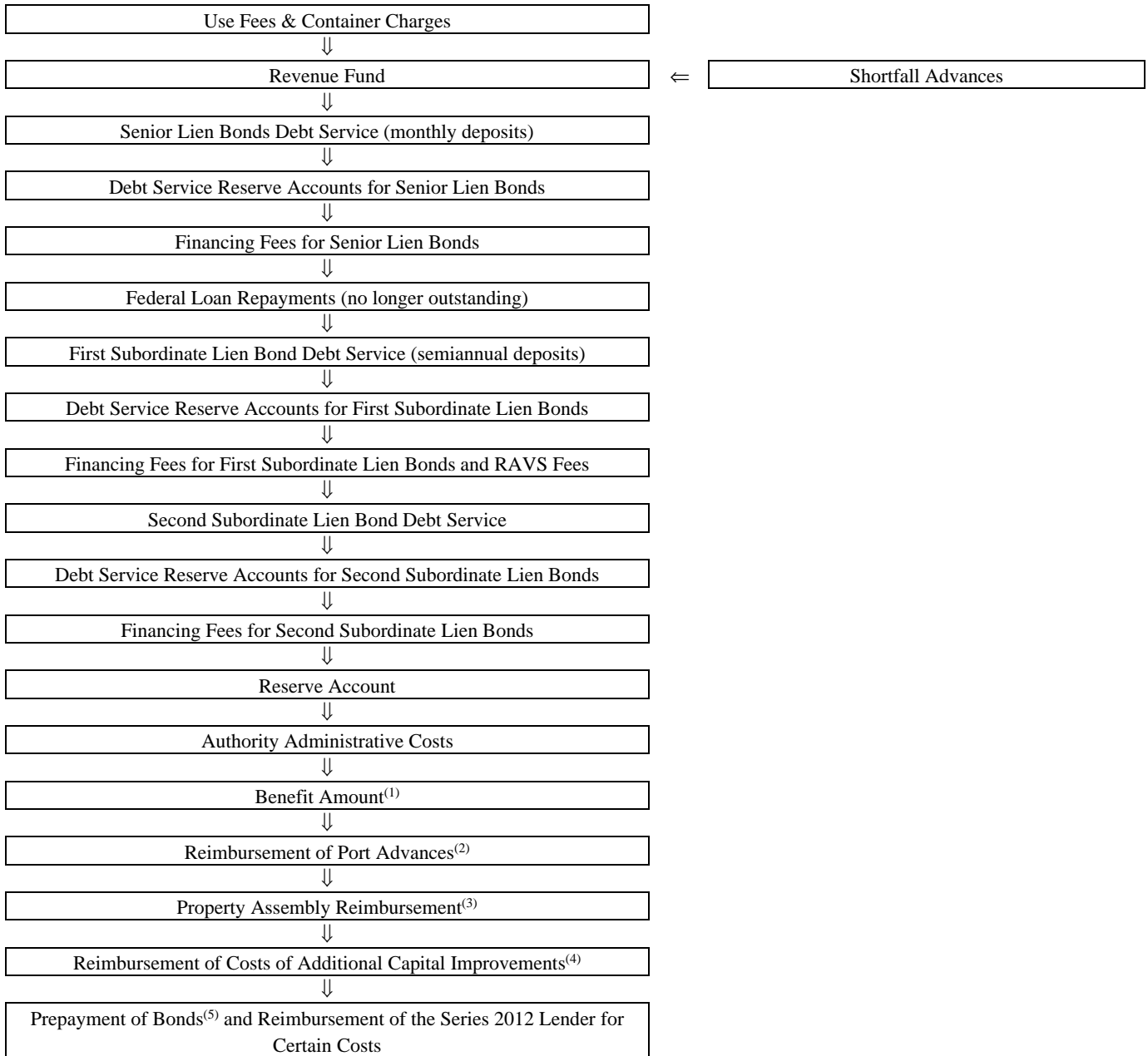
Operating Agreement, plus interest thereon at the interest rate borne by six-month U.S. Treasury notes; (iii) amounts, if any, voluntarily advanced by POLA or POLB (either directly or through the Authority) in excess of the Shortfall Advances to pay all or a portion of the Annual Amount or any other obligation or liability of the Authority with respect to the Project; (iv) amounts, if any, voluntarily advanced by POLA or POLB after Substantial Completion, in excess of Shortfall Advances to cover the costs of the Authority specified in the Operating Agreement that have not already been reimbursed to POLA or POLB from the proceeds of the financings or grants received by the Authority; and (v) any amounts advanced by either POLA or POLB pursuant to the Operating Agreement. See “AUTHORITY REVENUES— Shortfall Advances.”

- FIFTEENTH: Upon completion of the Annual Accounting and subject to meeting the requirements with respect thereto, and further subject to the transfers described under paragraphs FIRST through FOURTEENTH above, and pursuant to written instructions from an Authorized Authority Representative and written approval by the Port Representatives for both Ports, the Trustee is required to pay amounts required to reimburse to the Ports the Property Assembly Reimbursement (as defined in the Operating Agreement) in accordance with the provisions in the Operating Agreement.
- SIXTEENTH: Upon completion of the Annual Accounting and subject to meeting the requirements with respect thereto, and further, subject to the transfers described under paragraphs FIRST through FIFTEENTH above, and pursuant to written instructions from an Authorized Authority Representative and the Railroads, the Trustee is required to deposit to the Reserve Account any amounts required under the Operating Agreement to reimburse the Railroads any amounts the Railroads previously paid for the costs of any Additional Capital Improvements (as defined in the Operating Agreement). On May 22, 2002, after the third track was added to the Mid-Segment described below, the Railroads waived their respective rights to reimbursement from the Reserve Account for costs incurred in connection with Additional Capital Improvements. See “THE RAIL CORRIDOR AND RELATED PROJECTS—Maintenance and Operation of the Project—Reserve Account” in Appendix A.
- SEVENTEENTH: As soon as is practicable after and the end of each Bond Year following Substantial Completion and subject to the transfers described under paragraphs FIRST through SIXTEENTH above, and pursuant to written instructions from an Authorized Authority Representative, the Trustee is to apply Revenues in the following order of priority: (i) first, to prepay, redeem, defease, retire or purchase any Outstanding Bonds; provided the Authority is required at all times to maintain Outstanding Bonds in the principal amount of at least \$5,000 until such time as any amounts payable as described under clause (ii) of paragraph SEVENTEENTH are paid in full, and (ii) second, to pay any recovery of monies obtained by the Series 2012 Lender pursuant to the exercise of remedies under the 2012 Financing Agreement following a non-payment event of default under the 2012 Financing Agreement described above. In addition, the Authority covenanted with the Series 2004 Bond Insurer that, unless the Series 2004 Bond Insurer is in default, prepayments from Revenues available as described in this paragraph will be of First Subordinate Bonds before any other Bonds are prepaid, to the extent it is permitted to do so under the Indenture, and the Authority covenanted in the Eighth Supplemental Indenture that the Authority will prepay Series 2012 Senior Lien Bonds after the Series 2004A Bonds and before other Outstanding Bonds are prepaid from such Revenues, to the extent it is permitted to do so under the Indenture. The covenants described in the prior sentence are for the benefit of, and enforceable by, the Series 2004 Bond Insurer and the Series 2012 Lender, and not holders of the Bonds.

As defined in the Indenture, “Financing Fees” means (a) for the purposes described above under THIRD and TENTH (i) fees and charges of third party trustees, administrators, rating agencies, actuaries, insurance consultants, auditors, consultants, independent engineers, financial advisors, underwriters, attorneys or custodians incurred by the Ports or the Authority in connection with the Senior Lien Bonds and any Second Subordinate Lien Bonds, respectively, but not any Revenue Verification and Monitoring Fees described below and not any Series 2004 Bond Insurer Fees or other Financing Fees payable as described under SEVENTH, (ii) fees and costs incurred to obtain and renew letters of credit, bond insurance and other forms of credit enhancements facilities for such Bonds (including any amounts owed to Credit Providers pursuant to any reimbursement agreement or similar agreement entered into in connection with any Credit Facility) except as payable under SEVENTH, and (iii) any amounts necessary to make any rebate payments to the United States or otherwise comply with the provisions of the Code; and (b) for purposes described above under SEVENTH (i) fees and charges of third party trustees, administrators, rating agencies, actuaries, insurance consultants, auditors, consultants, independent engineers, financial advisors, underwriters, attorneys or custodians incurred by the Ports or the Authority in connection with the First Subordinate Lien Bonds, (ii) fees and costs incurred to obtain and renew letters of credit, bond insurance and other forms of credit enhancement facilities for the Bonds (including any amounts owed to Credit Providers pursuant to any reimbursement agreement or similar agreement entered into in connection with any Credit Facility) and in the case of the Series 2004 Bonds, the additional 25-basis point annual premium that would become payable to the Series 2004 Bond Insurer if the underlying ratings on the Series 2004 Subordinate Lien Bonds is lower than BBB- in the case of S&P or lower than Baa3 in the case of Moody’s, (iii) any amounts necessary to make any rebate payments to the United States or otherwise to comply with the provisions of the Code and (iv) fees and charges incurred by the Authority or a third party to monitor railcars and containers for purposes of verifying, reconciling and collecting Use Fees and Container Charges as provided in the Use and Operating Agreement (the “Revenue Verification and Monitoring Fees”). See “AUTHORITY REVENUES—Collection of Use Fees and Container Charges; Revenue Verification System.”

The following table illustrates the Flow of Funds provided under the Indenture. The table is not intended to be definitive and is qualified in its entirety by reference to the provisions of the Indenture.

Summary Flow of Funds Under the Indenture



⁽¹⁾ [Subject to Update] The Benefit Amount is defined in the Operating Agreement as an amount equal to 40% of the difference between the present value of the amount that will be paid using tax-exempt financing for a portion of the Project and the amount that would have been paid if taxable financing had been used for such portion of the financing of the Project. The Benefit Amount is allocated by POLA and POLB between themselves. As of [_____], the accrued liability for the Benefit Amount was \$[_____]. See APPENDIX E—“SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT.”

⁽²⁾ Port Advances include Shortfall Advances and certain other amounts advanced to the Authority by the Ports. As of February 28, 2022, the only outstanding Port Advances to be reimbursed to the Ports are the Shortfall Advances, which were outstanding in the amount of \$12,637,193. See APPENDIX E—“SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT.”

⁽³⁾ Property Assembly Reimbursement is the amount to be refunded by the Authority to the Ports as reimbursement for a portion of the amounts expended by the Ports to acquire property and related rights and interests necessary for the Project. As of [_____], the accrued liability for Property Assembly Reimbursement was \$[_____]. See APPENDIX E—“SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT.”

⁽⁴⁾ On May 22, 2002, after the third track was added to the Mid-Segment described below, the Railroads waived their respective rights to reimbursement from the Reserve Account for costs incurred in connection with Additional Capital Improvements. See “THE RAIL CORRIDOR AND RELATED PROJECTS—Maintenance and Operation of the Project—Reserve Account” in Appendix A.

⁽⁵⁾ The Authority has covenanted with the Series 2004 Bond Insurer and the Series 2012 Lender to prepay, redeem, defease, retire or purchase First Subordinate Lien Bonds (and specifically, the Series 2004A Bonds) and then the Series 2012 Bonds prior to any other Outstanding Bonds as described above, to the extent it is permitted to do so under the Master Indenture. See “Flow of Funds—Seventeenth.” These covenants are for the benefit of, and enforceable by, the Series 2004 Bond Insurer and the Series 2012 Lender, and not holders of the Bonds.

Promptly after the end of each Bond Year, the Authority is required to perform a final accounting of Revenues paid from the flow of funds and prepare a projection of the Revenues to be available during the ensuing Bond Year to make the payments required pursuant to paragraphs FIRST through TWELFTH in the flow of funds, calculated by the Authority in accordance with the Master Indenture and generally accepted accounting principles. If the Authority determines that there are Revenues from Use Fees and Container Charges remaining at the end of the Bond Year then ended, after payment of the amounts required pursuant to paragraphs FIRST through TWELFTH in the flow of funds (the “Existing Excess Revenues”), the Authority is required to make provision from the Existing Excess Revenues for any payments due with respect to paragraphs FIRST through TWELFTH during the commencing Bond Year that are not anticipated to be covered by Use Fees and Container Charges during such Bond Year, based upon the projection contained in the final accounting, and thereafter any Existing Excess Revenues will be applied to the extent of Existing Excess Revenues first to pay the amount then outstanding pursuant to paragraphs THIRTEENTH, FOURTEENTH, and FIFTEENTH above applicable to the Bond Year that then ended.

As shown in the flow of funds above, the Ports are entitled to reimbursement from the Authority of certain amounts paid, advanced or incurred by the Ports, from revenues of the Authority at steps THIRTEENTH, FOURTEENTH, and FIFTEENTH of the flow of funds. The Ports [have each agreed to] waive their respective right to reimbursement for Bond Years ending September 30, 2022, 2023, 2024, 2025 and 2026 in order to facilitate the Authority’s restructuring of its outstanding debt by permitting the Authority to prepay, redeem, defease, retire, or purchase outstanding debt pursuant to paragraph SEVENTEENTH of the flow of funds. There can be no assurance that any such prepayment, redemption, defeasance, retirement, or purchase will occur in any such year, or at all.

Debt Service Reserve Fund

The Indenture establishes a Debt Service Reserve Fund for the payment of principal or accreted value of and interest on the Bonds, and provides for a separate debt service reserve account to be created within the Debt Service Reserve Fund for each Series of Bonds. Each Debt Service Reserve Account secures the payment only of the Bonds of that Series. The Indenture requires that for each Debt Service Reserve Account, cash or a Debt Service Reserve Surety Policy be deposited or credited to such Debt Service Reserve Account at the time of issuance of the Bonds of such Series in an amount, as of any date of calculation, equal to the least of (i) Maximum Annual Debt Service for such Series, (ii) 10% of the original principal and Initial Amount of such Series that have been issued, less the amount of original issue discount with respect to any such Bonds if such original issue discount exceeded 2% on such Bonds at the time of its original sale, and (iii) 125% of the average annual Debt Service on Bonds of such Series for each Bond Year in which Bonds of such Series are Outstanding (the “Debt Service Reserve Requirement”). Each Debt Service Reserve Account is to be maintained until there are no longer any Outstanding Bonds of the Series secured by such Debt Service Reserve Account. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—The Master Indenture—Debt Service Reserve Fund” in Appendix E.

The Indenture permits the Authority to satisfy its obligation to fund all or any portion of a Debt Service Reserve Requirement through cash or, subject to certain conditions described below, a Debt Service Reserve Surety Policy. The Debt Service Reserve Surety Policy may be an insurance policy, surety bond or surety agreement or a letter of credit deposited with the Trustee for the credit of a Debt Service Reserve Account within the Debt Service Reserve Fund in lieu of or in substitution for all or a portion of the cash or securities on deposit or to be deposited therein, provided that at the time of such deposit (i) the Debt Service Reserve Surety Policy extends to the final maturity of the related Series of Bonds, or if the Authority has agreed by Supplemental Indenture that it will replace such Debt Service Reserve Surety Policy prior to its expiration with cash or with another Debt Service Reserve Surety Policy which will have no adverse effect on the ratings, if any, then in effect on the applicable Series of Bonds, and (ii) the face amount of the Debt Service Reserve Surety Policy, together with the amount on deposit in the Debt Service Reserve Account, is at least equal to the Debt Service Reserve Requirement for the related Series of Bonds. The Indenture does not require the issuer of a Debt Service Reserve Surety Policy to have or to maintain any particular rating and does not require that a Debt Service Reserve Surety Policy be replaced if the original rating is reduced or withdrawn. The Indenture provides that in the event that a

Debt Service Reserve Surety Policy is deposited in a Debt Service Reserve Account in lieu of cash and securities then on deposit in such Debt Service Reserve Account, any amounts in such Debt Service Reserve Account in excess of the Debt Service Reserve Requirement will be transferred to the Debt Service Fund for the Bonds of such series, unless an Event of Default exists under the Indenture, in which event the excess amounts are to be retained in such Debt Service Reserve Account. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—The Master Indenture—Debt Service Reserve Fund” in Appendix E.

In connection with the issuance of the Series 1999 Senior Lien Bonds, the Authority deposited surety bonds issued by the Series 1999 Bond Insurer in the total face amount of \$90.1 million. In connection with the issuance of the Series 2012 Senior Lien Bonds, the Authority deposited a Series 2012 Surety from the Ports in the total amount of \$7.2 million. In connection with the issuance of the Series 2016B Bonds, the Authority deposited a Series 2016 Surety from the Ports in the total amount of \$[10.7] million.

The Debt Service Reserve Account for the Series 2004 Subordinate Lien Bonds is funded with cash deposits that are invested as described below.

The Debt Service Reserve Requirement for the Series 2016A Bonds at the time of their delivery was \$3,428,000 and was satisfied with the proceeds of the Series 2016A Bonds. The Debt Service requirement of the Series 2016B Bonds at the time of their delivery was \$55,686,000, and a Debt Service Reserve Surety Policy issued by Assured Guaranty Municipal Corp. (the “Series 2016B Bond Insurer”), purchased with a portion of the proceeds of the Series 2016B Bonds.

The table below shows the balance and method of funding of the debt service reserves (whether cash or surety) for each of the Outstanding Bonds as of April 30, 2022.

	Series 1999A Bonds	Series 1999C Bonds	Series 2012 Bonds	Series 2013A Bonds	Series 2004A Bonds	Series 2004B Bonds	Series 2016A Bonds	Series 2016B Bonds
Outstanding Balance	\$40,340,000	\$49,745,430	\$7,502,326	\$24,832,500	\$33,565,805	\$24,572,091	\$3,549,930	\$55,686,000
Method of Funding	Surety	Surety	Cash	Surety	Cash	Cash	Cash	Surety

The Debt Service Reserve Requirements for the Series 2023A Bonds is \$[_____], which is to be satisfied with proceeds of the Series 2023A Bonds.

Additional Bonds

The Indenture permits the issuance of additional Bonds, including variable-rate Bonds that may be secured by letters of credit or other credit facilities, payable on a parity with the Senior Lien Bonds, the First Subordinate Lien Bonds or the Second Subordinate Lien Bonds and provides that the Authority may also issue Second Subordinate Lien Bonds as described below and in the “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—The Master Indenture—Additional Bonds” in Appendix E.

Additional Senior Lien Bonds. In addition to its original covenants in the Master Indenture, the Authority has covenanted with the Series 2012 Lender, the Series 2004 Bond Insurer and the Series 2013A Bond Insurer that the Authority will not issue any Senior Lien Bonds (other than Refunding Bonds) pursuant to the Master Indenture unless the Authority has obtained the prior written consents of the Series 2012 Lender, the Series 2004 Bond Insurer (so long as the Series 2004 Bond Insurer is not in default) and the Series 2013A Bond Insurer (subject to the limitations set forth in the Ninth Supplemental Indenture), respectively. Refunding Bonds that are Senior Lien Bonds may be issued without complying with the tests described below and without the consent of the Series 2012 Lender, the Series 2004 Bond Insurer or the Series 2013A Bond Insurer, provided that the Authority delivers to the Trustee and to the Series 2012 Lender a certificate of an Authorized Authority Representative showing (1) that Maximum Annual Debt Service after the issuance of such Refunding Bonds will not exceed Maximum Annual Debt Service prior to the issuance of such Refunding Bonds and (2) so long as the

Series 2012 Senior Lien Bonds are Outstanding, that either (A) aggregate Debt Service on all Senior Lien Bonds will not be increased or (B) that Dedicated Revenues (modified as described below) are equal to at least 125% of Debt Service on Senior Lien Bonds in each year in which the Series 2012 Senior Lien Bonds are Outstanding. See “—Modified Calculation of Dedicated Revenues for Additional Bond Tests.”

The Authority covenants in the Ninth Supplemental Indenture that, subject to the limitations contained therein, the Authority will not issue any additional Senior Lien Bonds (other than Refunding Bonds) without the consent of the Series 2013A Bond Insurer and that without the consent of the Series 2013A Bond Insurer no Senior Lien Bonds (including Refunding Bonds) will be issued if there exists an Event of Default (except a default that would be cured by the issuance of such refunding Senior Lien Bonds) or if the Series 2013A Debt Service Reserve Account is not fully funded at its Debt Service Reserve Requirement.

The Authority has also covenanted that, as a condition to the issuance of additional Senior Lien Bonds (other than Refunding Bonds), the Authority will deliver to the Trustee, in addition to the consents described above: (i) a certificate prepared by an Authorized Authority Representative showing that the Dedicated Revenues, as calculated by an independent consultant acceptable to the Series 2012 Lender and to the Series 2004 Bond Insurer and in accordance with the Indenture and generally accepted accounting principles, for any twelve (12) consecutive months out of the eighteen (18) consecutive months immediately preceding the date of issuance of the proposed Series of Senior Lien Bonds were at least equal to 125% of Maximum Annual Debt Service on all Senior Lien Bonds, calculated as if the proposed Series of Senior Lien Bonds were then Outstanding; or (ii) a certificate, dated as of a date between the date of pricing of the Senior Lien Bonds proposed to be issued and the date of delivery of such Senior Lien Bonds, prepared by an Authorized Authority Representative showing that the estimated Dedicated Revenues, as calculated by an independent consultant acceptable to the Series 2012 Lender and to the Series 2004 Bond Insurer in accordance with the Indenture and generally accepted accounting principles, for each Bond Year from the date of issuance of such Senior Lien Bonds through the date of final maturity of all Senior Lien Bonds, will be at least equal to 125% of Debt Service for each Bond Year on all Senior Lien Bonds, calculated as if the proposed Series of Senior Lien Bonds were then Outstanding. The Authority also is required to deliver to the Trustee a certificate prepared by an Authorized Authority Representative showing that the estimated Dedicated Revenues, as calculated by an independent consultant acceptable to the Series 2012 Lender and the Series 2004 Bond Insurer and in accordance with the Indenture and generally accepted accounting principles, for each Bond Year from the date of issuance of such Senior Lien Bonds through the date of final maturity of all Outstanding Bonds, will be at least equal to 110% of Debt Service on all Outstanding Bonds for each Bond Year calculated as if the proposed Series of Senior Lien Bonds were then Outstanding.

Calculation of Dedicated Revenues for Additional Bond Tests. As defined in the Master Indenture, “Dedicated Revenues” means the Use Fees and Container Charges, Contingent Port Obligations and the earnings on all funds and accounts held by the Trustee under the Indenture (but not including the Rebate Fund). The Indenture provides, however, that Dedicated Revenues at a particular level of priority shall only include the sum of interest earnings on the Debt Service Accounts and Debt Service Reserve Funds with respect to such level of priority to the extent such earnings are required to be deposited or retained in such Debt Service Accounts and Debt Service Reserve Funds and that Dedicated Revenues shall not include funds to be deposited in or earnings on the moneys held in the Federal Loan Fund, the M & O Fund or the Reserve Account. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—Definitions” in Appendix E.

Modified Calculation of Dedicated Revenues for Additional Bond Tests. The Authority has covenanted with the Series 2012 Lender and with the Series 2004 Bond Insurer (so long as the Series 2004 Bond Insurer is not in default) that for purposes of issuing additional Bonds only, an independent consultant acceptable to the Series 2004 Bond Insurer and to the Series 2012 Lender will be required to calculate Dedicated Revenues as follows: (1) in each Bond Year (October 1 - September 30), Contingent Port Obligations shall be 40% of Debt Service on all Outstanding Bonds, calculated as if the proposed Series of Bonds to be issued were Outstanding; and (2) Use Fees and Container Charges shall be the Use Fees and Container Charges that were collected in any twelve (12) consecutive months out of the eighteen (18) consecutive months immediately preceding the date of issuance of the proposed Series of Bonds, increased each January 1 at a rate of 1.5%, or such other minimum rate of fee escalation specified in the Operating Agreement; provided, however, that (i) if the rating of either Port is

(A) less than AA- but higher than BBB+ (in the case of S&P) or (B) less than Aa3 but higher than Baa1 (in the case of Moody's), then "Contingent Port Obligations," for purposes of this calculation only, is to be deemed to be 20% (instead of 40%) of each year's Debt Service on all Outstanding Bonds, calculated as if the proposed Series of Bonds to be issued were Outstanding; and (ii) if the rating of either Port is (A) less than A- (in the case of S&P) or (B) less than A3 (in the case of Moody's), then "Contingent Port Obligations," for purposes of this calculation only, is to be deemed to be 0% (instead of 40%) of each year's Debt Service on all Outstanding Bonds, calculated as if the proposed Series of Bonds to be issued were Outstanding.

Additional First Subordinate Lien Bonds. The Authority has covenanted with the Series 2012 Lender and the Series 2004 Bond Insurer (so long as the Series 2004 Bond Insurer is not in default) that so long as Series 2012 Bonds and the Series 2004 Bonds, respectively, are Outstanding, as a condition to the issuance of additional First Subordinate Lien Bonds (other than Refunding Bonds) the Authority will be required to deliver to the Trustee: (i) a certificate prepared by an Authorized Authority Representative showing that the Dedicated Revenues, calculated by an independent consultant acceptable to the Series 2012 Lender and the Series 2004 Bond Insurer as described above for any twelve (12) consecutive months out of the eighteen (18) consecutive months immediately preceding the date of issuance of the proposed Series of First Subordinate Lien Bonds were at least equal to 110% of Maximum Annual Debt Service on all Outstanding Bonds calculated as if the proposed Series of First Subordinate Lien Bonds were then Outstanding; or (ii) a certificate, dated as of a date between the date of pricing of the First Subordinate Lien Bonds proposed to be issued and the date of delivery of such First Subordinate Lien Bonds, prepared by an Authorized Authority Representative showing that the estimated Dedicated Revenues, as calculated by an independent consultant calculated as described above for each Bond Year from the date of issuance of such First Subordinate Lien Bonds through the date of final maturity of all First Subordinate Lien Bonds will be at least equal to 110% of Debt Service on all Outstanding Bonds for each Bond Year, calculated as if the proposed Series of First Subordinate Lien Bonds were then Outstanding.

The Indenture requires that in the case of the issuance of refunding First Subordinate Lien Bonds that the Authority deliver to the Trustee a certificate of an Authorized Authority Representative showing that Maximum Annual Debt Service after the issuance of such Refunding Bonds will not exceed Maximum Annual Debt Service prior to the issuance of such Refunding Bonds.

In connection with the issuance of the Series 2023A Bonds, the Authority expects to deliver a certificate to the Trustee to the effect that the Maximum Annual Debt Service after the issuance of the Series 2023A Bonds will not exceed Maximum Annual Debt Service prior to the issuance of the Series 2023A Bonds.

Additional Second Subordinate Lien Bonds. The Series 2016B Bonds were the initial Second Subordinate Lien Bonds to be issued. [The Authority expects to issue the Series 2022C Bonds in [July] 2022, which would be the second Second Subordinate Lien Bonds to be issued.]

The Master Indenture, as amended, sets forth conditions the Authority must satisfy before issuing any additional Second Subordinate Lien Bonds after the Series 2016B Bonds are issued. As so amended, the Master Indenture permits the issuance of additional Second Subordinate Lien Bonds to refund Bonds previously issued under the Indenture or to pay Costs of the Project, provided that prior to or simultaneously with the delivery of such additional Second Subordinate Lien Bonds of each Series the Authority delivers to the Trustee a certificate prepared by an Authorized Authority Representative showing either (1) that estimated Dedicated Revenues, calculated in accordance with the Master Indenture and generally accepted accounting principles, for each Bond Year through the date of final maturity of all Second Subordinate Lien Bonds will be at least equal to 105% of Debt Service on all Outstanding Bonds; or (2) that Maximum Annual Debt Service on all Outstanding Second Subordinate Lien Bonds after the issuance of the additional Second Subordinate Lien Bonds will not exceed Maximum Annual Debt Service prior to the issuance of such additional Second Subordinate Lien Bonds. See "SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—Supplemental Indentures—Amendments to the Master Indenture" in Appendix E.

Permitted Investments

Moneys held by the Trustee in the funds and accounts established pursuant to the Indenture are to be invested and reinvested as directed by the Authority in Permitted Investments, subject to any additional restrictions

set forth in a Supplemental Indenture. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—The Master Indenture—Investments” and “—Debt Service Reserve Fund” in Appendix E. The Authority has retained Chandler Asset Management, Inc. as the Authority’s investment consultant in connection with the Authority’s direction of the investment and reinvestment of moneys held by the Trustee under the Indenture. The investment consultant is responsible for selecting investments based upon the requirements of the Indenture and the Authority’s investment policy.

The 2000 Forward Delivery Agreement. Moneys held by the Trustee in each Debt Service Fund with respect to the Series 1999 Senior Lien Bonds and the Series 2012 Bonds are invested pursuant to a Forward Delivery Agreement dated as of July 12, 2000 (as amended, the “2000 Forward Delivery Agreement”), by and among the Authority, the Trustee and Bank of America, N.A. (the “Provider”). The Provider is an affiliate of Merrill Lynch, Pierce, Fenner & Smith Incorporated. The 2000 Forward Delivery Agreement, which has been amended three times since 2000 and is expected to be amended at the time the Series 2022 Bonds are issued pursuant to a Fourth Amendment, is a Permitted Investment under the Indenture. Pursuant to the 2000 Forward Delivery Agreement, the Trustee is required to purchase, and the Provider is required to deliver to the Trustee as custodian, certain qualified U.S. government securities (the “Qualified Securities”), at a price (the “Purchase Price”) that produces an annual 6.7% rate of return on such securities for the period from and including the date of their delivery to (but excluding) their maturity date. The Provider may transfer its rights and obligations under the 2000 Forward Delivery Agreement (i) without the consent of the Authority or the Trustee to any subsidiary or affiliate of the Provider, or (ii) with the Authority’s prior written consent and upon notice to the Trustee. Unless terminated earlier, the 2000 Forward Delivery Agreement expires on the later of (i) October 1, 2023 and (ii) the date on which the Provider, the Authority and the Trustee have satisfied all of their obligations thereunder.

The Authority may, by giving the Provider at least 30 days’ prior written notice, redeem, defease, repurchase or refund the Series 1999 Senior Lien Bonds as provided in the Indenture. The 2000 Forward Delivery Agreement provides that in the event of such redemption, defeasance, repurchase or refunding, the 2000 Forward Delivery Agreement will automatically terminate but that in the event the Series 1999 Senior Lien Bonds are being refunded by a new issuance of bonds, the Provider, at the request of the Authority, will not terminate the 2000 Forward Delivery Agreement if certain conditions thereunder are satisfied. The conditions were satisfied when a portion of the Series 1999A Bonds were refunded with proceeds of the Series 2012 Bonds and again in connection with the issuance of the Series 2013A Bonds and the Authority has given notice to the Provider and expects that these conditions will be satisfied in connection with the issuance of the Series 2022A Bonds and the Series 2023A Bonds.

The Provider has the right to terminate the 2000 Forward Delivery Agreement upon the occurrence of any of the following events (each, an “Issuer Event of Default”): (i) the Authority fails to deposit funds in the Debt Service Fund with respect to the Series 1999 Senior Lien Bonds in accordance with the terms of the applicable Indenture or the Trustee for any other reason fails to purchase the Qualified Securities at the Purchase Price; (ii) the Authority defaults in the performance of any covenant or obligation under the 2000 Forward Delivery Agreement and fails to timely cure such defaults; (iii) the Authority fails to comply with its material covenants or agreements under the Indenture, and such failure has an adverse impact on the Provider’s rights and/or obligations under the 2000 Forward Delivery Agreement; (iv) any representation or warranty of the Authority contained in the 2000 Forward Delivery Agreement proves to have been incorrect in any material aspect as of the date on which it was made; (v) the Authority is at any time insolvent; (vi) the interest and principal outstanding for the Series 1999 Senior Lien Bonds are declared due and payable at any time prior to the scheduled maturity thereof; (vii) there is an investment of amounts in the Debt Service Funds with respect to the Series 1999 Senior Lien Bonds that is not expressly permitted under the 2000 Forward Delivery Agreement; or (viii) the Authority defaults in its obligations in respect of borrowed money which, in the aggregate, exceed \$10 million, and fails to timely cure such defaults.

In the event that the 2000 Forward Delivery Agreement is terminated pursuant to a redemption, defeasance, repurchase or refunding of the applicable Series 1999 Senior Lien Bonds or pursuant to an Issuer Event of Default, a Trustee Event of Default or a Provider Event of Default, depending on then-current market conditions, the Authority may be required to pay a substantial termination payment to the Provider. In the event

that the Provider's long-term unsecured credit rating is downgraded below certain levels as set forth in the 2000 Forward Delivery Agreement, the Authority may, at its option, terminate the 2000 Forward Delivery Agreement and, depending on market conditions at the time of such termination, may collect from the Provider, or be required to pay to the Provider, a termination payment. In 2012, following a reduction in its ratings, the Provider posted collateral to secure payment of its obligations under the 2000 Forward Delivery Agreement. The 2000 Forward Delivery Agreement entails risks to the Authority. The counterparty may fail or be unable to perform and the Authority may be required to make significant payments in the event of an early termination of the 2000 Forward Delivery Agreement.

Insurance Covenants

The Indenture requires the Authority to obtain or cause to be obtained and to keep continuously in force for so long as any Bonds are Outstanding, the following insurance with respect to the Project (as defined in the Indenture and which includes, among other things, the Rail Corridor and the related improvements):

Liability Insurance—a commercial general liability insurance policy or policies to protect the Authority, the Trustee and the officers, agents and employees of each from liability for damages from bodily injury or property damage caused by or arising from the acts or omissions of such parties or occasioned by reason of the construction, condition or operation of the Project with limits of not less than \$25,000,000 per occurrence. The commercial general liability insurance policy or policies may be subject to deductible clauses in amounts customary for such types of insurance policies, and the Authority may provide other kinds of insurance or methods or plans of protection, including self-insurance, provided such other alternative is approved by an independent insurance consultant. Each liability insurance policy is to name POLA and POLB as additional insureds.

Property Insurance—a policy or policies of property insurance on the Project insuring against loss or damage by fire, lightning, explosion, windstorm, riot, aircraft, vehicle damage, smoke, vandalism and malicious mischief and such other perils as are normally covered by such policies, and insurance protecting against loss or damage by flood and earthquake (if and only to the extent available on the open market from reputable insurance companies at a reasonable cost) with limits of not less than the lesser of (i) maximum probable loss with respect to the Project as determined by an independent insurance consultant; or (ii) the principal amount of all Bonds then Outstanding. The Authority has determined that only a minimum amount of flood and earthquake insurance coverage is available under the terms described above. Each property insurance policy is to name the Trustee and the Authority as loss payee as their interest may appear and POLA and POLB as additional insureds. See "THE RAIL CORRIDOR AND RELATED PROJECTS" in Appendix A and "BONDHOLDERS' RISKS—Seismic Risks and Other Events of Force Majeure; Limited or No Insurance Coverage."

Business Interruption Insurance—business interruption insurance to cover loss, total or partial, of the use of the Project as a result of any of the hazards covered by the casualty insurance described under "Property Insurance" above in an amount not less than the total Debt Service payable on all Outstanding Bonds for any period of one year following Substantial Completion of the Rail Corridor. Each such policy may be subject to a deductible clause in an amount customary and reasonable for such policies; provided, however, in no event shall any such deductible exceed the maximum amount set forth in the Operating Agreement. See "THE RAIL CORRIDOR AND RELATED PROJECTS" in Appendix A and "BONDHOLDERS' RISKS—Seismic Risks and Other Events of Force Majeure; Limited or No Insurance Coverage."

Payment of Premiums and Application of Net Proceeds—The Indenture and the Operating Agreement provide that premiums and any deductible in respect of property insurance, including business interruption insurance, are to be M & O Charges payable by the Railroads and that other insurance premiums and deductibles are to be Administrative Costs payable by the Authority from Revenues.

The Indenture requires that the Trustee use any Net Proceeds of property insurance (excluding any proceeds of business interruption insurance) to (1) repair or replace the damaged or destroyed facilities, (2) redeem Bonds or (3) create an escrow fund pledged to pay specified Bonds and thereby cause such Bonds to be deemed to be paid as provided in the Indenture. See "DESCRIPTION OF THE SERIES 2023A BONDS—Redemption—Extraordinary Redemption."

Certain Other Covenants of the Authority

The Authority has made certain other covenants in the Indenture with respect to the Rail Corridor and the related improvements. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—The Master Indenture—Covenants of the Authority” in Appendix E.

Events of Default and Remedies

The Indenture specifies a number of Events of Defaults and remedies. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—The Master Indenture—Events of Default and Remedies” in Appendix E for a description of Events of Default and remedies.

Rights of the Series 2012 Lender, the Series 1999 Bond Insurer, the Series 2004 Bond Insurer, the Series 2013A Bond Insurer and the Series 2016B Bond Insurer

The Authority has made separate covenants with the Series 1999 Bond Insurer, the Series 2004 Bond Insurer, the Series 2012 Lender, the Series 2013A Bond Insurer, and the Series 2016B Bond Insurer. These covenants may be enforceable only by the Insurers or the Series 2012 Lender, respectively, and not by the Trustee or the Bondholders, but in some circumstances a breach of the covenants may be an event of default under the Indenture. In addition, the Bond Insurers (so long as they are not in default under their respective policies) have the rights to direct or consent to actions of the Trustee and to direct proceedings under the Indenture to the same extent and in place of the registered owners of the applicable Series of Bonds.

Rights of the Series 2023A Bond Insurer

[Subject to Update/Discussion]

The Fifteenth Supplemental Indenture provides that, subject to the conditions set forth in the Fifteenth Supplemental Indenture (including that the Series 2023A Bond Insurer not be in default), the written consent of the Series 2023A Bond Insurer will be required in lieu of the consent, approval, direction or appointment of the holders of the Insured Series 2023A Bonds whenever a consent, approval, direction or appointment by such holders is required or permitted under the Indenture, including, without limitation, for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that such holders are entitled to take pursuant to the Indenture pertaining to (i) defaults and remedies, (ii) the duties and obligations of the Trustee and (iii) any amendment, supplement, modifications to, waiver of, the Indenture that requires the consent of Holders of the Insured Series 2023A Bonds or adversely affects the rights and interest of the Series 2023A Bond Insurer. The Fifteenth Supplemental Indenture also provides that to eliminate any doubt, the holders of the Insured Series 2023A Bonds will have no right to give any consent, approval, direction or appointment required or permitted by the Indenture to be given by such holders.

Pursuant to the Fifteenth Supplemental Indenture, the Authority agrees that, among other things, without the written consent of the Series 2023A Bond Insurer (unless the Series 2023A Bond Insurer is in default), the Authority will (i) not approve or agree to any amendment, waiver or other modification of the Operating Agreement which could be reasonably expected to result in a material impairment of the security for the Series 2023A Bonds or adversely affect the Series 2023A Bond Insurer’s rights and interests under the Indenture or its obligations under the Series 2023A Bond Insurance Policy or the Series 2023A Reserve Policy, if any, or (ii) not issue any additional Senior Lien Bonds, First Subordinate Lien Bonds or Second Subordinate Lien Bonds (other than refunding Bonds). All of the Authority’s covenants in the Fifteenth Supplemental Indenture for the benefit of the Series 2023A Bond Insurer may be waived, modified or otherwise agreed to by the Series 2023A Bond Insurer.

THE SERIES 2023A BOND INSURER

[Subject to Update/Discussion]

Series 2023A Bond Insurance Policy*

Concurrently with the issuance of the Series 2023A Bonds, the Series 2023A Bond Insurer will issue its Series 2023A Bond Insurance Policy for the Series 2022A Bonds maturing on October 1, ___ and bearing interest at __%, October 1, ___ and bearing interest at __%, October 1, ___ and bearing interest at __% and yielding __%, October 1, ___ and bearing interest at __%, October 1, ___ and bearing interest at __% and yielding __%, October 1, ___ and bearing interest at __% and October 1, ___ and bearing interest at __% and yielding __% (collectively, the “Insured Series 2023A Bonds”). The Series 2023A Bond Insurance Policy guarantees the scheduled payment of principal of and interest on the Insured Series 2023A Bonds when due as set forth in the form of the Series 2023A Bond Insurance Policy included APPENDIX _ to this Official Statement.

The Series 2023A Bond Insurance Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

[Bond Insurer Info – to Be Included]

[Subject to update]

AUTHORITY REVENUES

General

Under the Indenture, the Authority has pledged the Revenues to the Trustee for payment of the Bonds. As defined in the Indenture, “Revenues” includes Use Fees and Container Charges, Shortfall Advances, proceeds of business interruption insurance received by the Authority (or the Trustee on behalf of the Authority), the earnings on all funds and accounts held by the Trustee under the Indenture (provided that Revenues at a particular level of priority are only to include the interest earnings on the Debt Service Funds and the Debt Service Reserve Accounts with respect to such level of priority to the extent such earnings are required to be deposited or retained in such Debt Service Funds or Debt Service Reserve Accounts). “Revenues” also includes grants and other amounts received under contracts or agreements with governmental or private entities and permitted to be applied as Revenues, but does not include funds to be deposited or retained in or earnings on the moneys held in the M & O Fund, the Reserve Account or the Rebate Fund. Revenues also does not include any Net Proceeds or proceeds from borrowings or any amounts expended by the Railroads for maintenance and operating expenses for the Non-Rail Components or the Drill Track (each as defined in the Operating Agreement). See “—Use Fees” and “—Container Charges” below and “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—INDENTURE—Definitions” and “—USE AND OPERATING AGREEMENT—Certain Definitions” in Appendix E.

The Railroads are required to pay Use Fees and Container Charges, the primary sources of Revenues, in accordance with the Operating Agreement. The Railroads are obligated only to make certain payments required by the Operating Agreement and are not responsible for paying, and are not guaranteeing the payment of, the principal or accreted value of, premium, if any, or interest on the Bonds, including the Series 2023A Bonds. Use Fees and Container Charges may be increased only in accordance with the terms of the Operating Agreement; the Authority cannot unilaterally increase Use Fees and Container Charges to address Revenue shortfalls, including to pay debt service on its Bonds. Following the settlement of the transloading dispute, the Operating Agreement was amended in 2006 to extend the term by 25 years, to provide for a \$0.90/TEU increase in the Use Fees and Container Charges (effective December 1, 2006, the “Fee Increase Date”), to increase the amount of the maximum annual inflation adjustment and to require payment by the Railroads of an additional fee in the event Shortfall Advances are paid after the Fee Increase Date. The Railroads’ obligations to make payments under the Operating Agreement terminate on the earlier of (i) April 15, 2062 (60 years after the April 15, 2002 “Commencement Date”) and (ii) the date that Net Project Costs and other amounts required to be paid under the Operating Agreement have been repaid in full (including repayment of the Bonds and amounts, if any, required to reimburse Bond Insurers for any payments made under their financial guaranty policies) and the funding of the Reserve Account to the

* Preliminary, subject to change.

then-current Reserve Account Target). See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT” in Appendix E. Although other railroad companies may in the future use the Rail Corridor, the Railroads currently are, and currently are expected to remain, the sole users of the Rail Corridor.

The amount of Use Fees and Container Charges payable by the Railroads depends in large part upon the amount of cargo, containerized and non-containerized, that passes through the Ports. Historical containerized cargo volumes at the Ports (representing most of the cargo moved along the corridor) are summarized below and in Appendices B and C. See “—Recent Cargo Throughput and Revenue Collections” in Appendix A and Tables B-3, B-4 and B-5 in Appendix B and Tables C-3, C-5 and C-6 in Appendix C.

The Operating Agreement obligates each Port, severally and not jointly, to pay Shortfall Advances in the event the amount of Use Fees and Container Charges collected are not sufficient to pay certain of the Authority’s obligations, including debt service on Outstanding Bonds (including the Series 2023A Bonds). The Shortfall Advances are limited in amount and are subordinated obligations of each Port, payable solely from each Port’s available net revenues after all of such Port’s other obligations are paid. See “—Shortfall Advances and Other Port Advances” and “BONDHOLDERS’ RISKS—Shortfall Advances Are Limited, Subordinate Obligations of the Ports.”

Use Fees and Container Charges

The Operating Agreement provides that each Railroad is required to pay to the Authority a Use Fee on (i) all Through Trains (as defined in the Operating Agreement), regardless of whether the Through Train uses the Rail Corridor (unless such Through Train cannot use the Rail Corridor because of a complete blockage of the Rail Corridor for more than five consecutive days); (ii) all Local Trains (as defined in the Operating Agreement) that actually use all or any portion of the Rail Corridor; and (iii) all railcars and/or containers, as the case may be, that originate or terminate at the facilities of the Ports but which are included on a Local Train that does not use the Rail Corridor (other than certain railcars terminating at the Toyota Distribution Facility located at POLB). There is no charge on empty railcars, although empty containers (waterborne or non-waterborne) do incur a charge. Use Fees are not to be assessed on Repositioning and Crossing Movements or on the switching of railcars at permitted switching locations. A container or railcar transported on the Rail Corridor to a rail-staging or assembly area (and not loaded or unloaded) and then moved on the Rail Corridor again (in the same direction) to a location off of the Rail Corridor are to be charged only one Use Fee for the one-way trip.

The Operating Agreement requires each Railroad to pay to the Authority, in the manner specified in the Operating Agreement and at the same rate per twenty-foot equivalent unit (“TEU”) as set forth in the Operating Agreement for Use Fees for loaded Waterborne Containers, a charge (a “Container Charge”) on each loaded Waterborne Container, that originates or terminates at the Ports and that is moved by rail into or out of Southern California by such Railroad, unless (i) such Waterborne Container has already been assessed the Use Fee required under the Operating Agreement (which Use Fee is required to be paid regardless of whether such container has traveled on the Rail Corridor) or (ii) a Waterborne Container has been shifted to transport by truck as a result of the complete blockage of the Rail Corridor for more than five consecutive days. There is to be no adjustment in Container Charges for a partial blockage of the Rail Corridor or a complete blockage of less than five days.

As defined in the Operating Agreement, “Waterborne Containers” means containers that are loaded onto or discharged from a vessel or barge at the Ports. The Operating Agreement provides that the transportation movement of a container as a Waterborne Container terminates when the container’s cargo is unloaded, unless the Waterborne Container is reloaded with the same cargo and/or with cargo from one or more other Waterborne Containers as a Governmental Transfer and not for a substantial commercial purpose. “Non-Waterborne Containers” means all containers that are not Waterborne Containers, regardless of whether the container holds cargo that has been Transloaded from a Waterborne Container. The Operating Agreement provides that the Transloading or other unloading of a Waterborne Container after it has been transported eastbound over the Rail Corridor will not affect the amount of the Use Fee that is due for such transportation over the Rail Corridor. “Transloading,” as defined in the Operating Agreement, means practices by which cargo from a container is placed in or transferred to another container, including practices known as “transloading,” “cross-docking” or

“repackaging” that may involve value-added services on the cargo or combining the cargo with other cargo, except the transfer of cargo from one container to another or unloading and reloading of the same cargo as required by federal or state laws or regulations relating to homeland security or to customs or immigration.

The amount of Use Fees and Container Charges payable by the Railroads depends in large part upon the amount of cargo, containerized and non-containerized, that passes through the Ports.

The Operating Agreement also provides that the Use Fees and Container Charges are to be increased, effective on January 1 of each year, based upon changes in the Consumer Price Index (the “CPI”) for the 12-month period ended the preceding October 31. The Operating Agreement provides, however, that in no event will such an increase be less than 1.5% or greater than 4.5% in any given calendar year. As of January 1, 2022, the Use Fee and the Container Charge was adjusted to \$27.92 per loaded TEU.

Table 5 below lists the Use Fees in effect as of January 1, 2022.

TABLE 5
SCHEDULE OF USE FEES
(as of January 1, 2022)

Waterborne Containers ⁽¹⁾	\$27.92 per TEU (Loaded)
Waterborne Containers ⁽¹⁾	\$6.69 per TEU (Empty)
Non-Waterborne Containers	\$6.69 per TEU (Loaded or Empty)
Automobiles	\$13.38 per Railcar
Miscellaneous Full Railcar	\$13.38 per Railcar

⁽¹⁾The Use Fee for Waterborne Containers includes the Surcharge the Authority began charging on December 1, 2011 following payment by the Ports of Shortfall Advances on October 1, 2011 and on October 1, 2012. As of January 1, 2022, the Surcharge was adjusted to \$1.46 per TEU.

Source: The Authority.

If Shortfall Advances are paid after the Fee Increase Date, the Operating Agreement permits the Authority to increase the amount of the Use Fees for loaded Waterborne Containers and the amount of Container Charges (including the annual escalation permitted by the Operating Agreement, a “Temporary Increase” and referred to in this Official Statement as a “Surcharge”) by a \$1.00/TEU Surcharge (including the annual increase in the amount of the Surcharge in accordance with the annual CPI adjustments) so long as Bonds (including any reimbursement obligations to Bond Insurers) are Outstanding and until such Shortfall Advances, plus interest, are repaid.

Shortfall Advances paid after the Fee Increase Date are referred to in the Operating Agreement as “Subsequent Shortfall Advances.” The Surcharge is to remain in effect only until all then-outstanding Subsequent Shortfall Advances (plus accrued interest) are reimbursed. In the event all Shortfall Advances are reimbursed and Subsequent Shortfall Advances are made, the Surcharge will go back into effect.

The Operating Agreement also requires that, as with Use Fee Surcharges, if Shortfall Advances are made by the Ports after the Fee Increase Date, the Railroads will be obligated to pay a Surcharge on the Container Charge in an amount equal to \$1.00 per TEU, escalated annually from the Fee Increase Date in accordance with the annual CPI adjustments, but only until all Shortfall Advances are repaid, with interest, to the Ports through the Annual Accounting provision in the Flow of Funds. See “FOURTEENTH” under “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Flow of Funds.” For a summary of the Operating Agreement, see Appendix E.

The Use Fees and Container Charges to be paid by the Railroads are based upon the number of containers and railcars transported on the Rail Corridor, or containers that are trucked around the Rail Corridor that are loaded or unloaded at the Ports and transported by rail into or out of Southern California, and are not based upon the debt service payable on the Bonds, including the Series 2023A Bonds, or upon other financial obligations of the Authority. The Ports and the Railroads are obligated only to make certain payments required under the Operating Agreement and are not responsible for paying,

and are not guaranteeing the payment of the principal or accreted value of or premium, if any, or interest on, the Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations.”

Collection of Use Fees and Container Charges; Revenue Verification System

The Operating Agreement provides that Use Fees and Container Charges are to be assessed by the Authority at their full rates until the Use Fees Termination Date. The “Use Fees Termination Date” is the earlier of (i) April 15, 2062 and (ii) the date that Net Project Costs and other amounts required to be paid by the Operating Agreement have been repaid in full (including repayment of the Bonds and any reimbursement obligations to Bond Insurers and the funding of the Reserve Account to the then current Reserve Account Target).

The Operating Agreement provides that, on or before the last day of each month, each Railroad is required to pay to the Authority its Use Fees and Container Charges for the preceding month, based upon the actual number of containers and railcars transported by or on behalf of such Railroad during the immediately preceding month for which the payment of a Use Fee or Container Charge would apply. The Authority has assigned its rights to receive Use Fees and Container Charges to the Trustee pursuant to the Indenture. Accordingly, the Railroads are to pay Use Fees and Container Charges directly to the Trustee for deposit in the Revenue Fund. The Operating Agreement provides that any payment not made when due bears interest at the Overdue Rate until paid (in addition to all of the Authority’s other remedies for non-payment). See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Defaults and Remedies” in Appendix E.

Pursuant to the Operating Agreement, the Authority implemented a revenue verification system to monitor the collection of Use Fees and Container Charges. This system, known as the “Alameda Corridor Revenue Assessment Verification System” or “RAVS,” is designed to calculate independently the Use Fees and Container Charges payable by the Railroads under the Operating Agreement. The RAVS compares the information provided by the data sources itemized below to the amounts actually paid each month by the Railroads to determine whether the proper amounts of Use Fees and Container Charges have been paid. The RAVS was developed by an independent contractor and is based upon five primary data sources, including (i) daily reports prepared by each Railroad describing each rail movement in Southern California during such day; (ii) daily reports prepared by each major terminal operator located at the Ports describing each container movement through the Ports during such day; (iii) minute-by-minute reports of railcars using the Rail Corridor as detected by Automatic Equipment Identification (“AEI”) stations installed and maintained by the Authority; (iv) daily terminal gate movements as reported to PierPass (a not-for-profit company created by the marine terminal operators at the Ports) by each major terminal operator located at the Ports, describing each container movement through the Ports during such day; and (v) monthly reports prepared by each Railroad describing each rail movement in Southern California for which Use Fees and Container Charges are owed during such month.

Under the Operating Agreement, the Authority is required at the end of each calendar quarter to reconcile the amount of Use Fees and Container Charges actually paid by each Railroad for such quarter against amounts reported. The Operating Agreement provides that, to the extent the amount of a Railroad’s payment for such quarter differs from the amount the Railroad actually should have paid for the quarter based upon the number of containers and railcars actually subject to such charges, such Railroad shall receive a credit for such difference during the next succeeding month(s), or shall pay the shortfall within 30 days after receiving a statement from the Authority, as the case may be.

Table 6 below is derived from the Authority’s audited financial statements and summarizes Use Fees and Container Charges received for fiscal years ended June 30, 2015 through June 30, 2021.

TABLE 6
USE FEES AND CONTAINER CHARGES

Fiscal Year Ended June 30	Use Fees and Container Charges ⁽¹⁾
2015	\$ 105,518,770
2016	103,551,936
2017	102,802,942
2018	112,933,239
2019	112,550,438
2020	102,115,182
2021 ⁽²⁾	118,874,257

⁽¹⁾ Includes the \$0.90-per TEU increase in Use Fees and Customer Charges agreed to as part of the settlement with the Railroads in 2006.

⁽²⁾ See “—Recent and Budgeted Cargo Throughput and Revenue Collections” and Table 6 above for a description of the productivity, congestion and labor contract issues that affected both Ports during the end of calendar year 2014 and the first six months of calendar year 2015 and resulting from the impact of COVID-19 in 2020 and 2021.

Sources: Extracted by the Authority from its audited financial statements for fiscal years 2012-2021.

Shortfall Advances and Other Port Advances

The Ports have agreed in the Operating Agreement that in any year in which Use Fees and Container Charges are insufficient to pay debt service on the Bonds and certain other deposits and payments, including certain Financing Fees and deposits to any debt service reserve fund (collectively, the “Annual Amount”), the Ports are to advance to the Authority, from any legally available source, funds (the “Shortfall Advances” or “Subsequent Shortfall Advances”) sufficient to pay the positive difference between the Annual Amount due with respect to such year and the amount of other funds available to be applied against the Annual Amount in such year (exclusive of all reserves and other funds specifically pledged for other purposes). The Operating Agreement provides, however, that in no event will the Shortfall Advances required to be made with respect to a calendar year exceed in the aggregate an amount equal to 40% of the total Annual Amount due in such calendar year (defined in the Indenture as the “Contingent Port Obligations”). The Operating Agreement provides that each of the Ports is separately responsible for one-half of the Shortfall Advances due in a year, with neither Port responsible for the contribution required of the other and provides that in no event is either Port individually required to pay in any calendar year an amount in excess of 20% of the Annual Amount due in such year. The obligations to pay Shortfall Advances are limited, subordinate obligations of the Ports and are payable solely from each Port’s legally available revenues after all of such Port’s other obligations are paid. See “THE PORT OF LOS ANGELES” in Appendix B, “THE PORT OF LONG BEACH” in Appendix C and “BONDHOLDERS’ RISKS—Shortfall Advances Are Limited, Subordinate Obligations of the Ports.”

The Ports’ obligation to make Shortfall Advances continues even if the Railroads’ obligation to pay Use Fees is abated as the result of complete blockage of the Rail Corridor for more than five consecutive days. The Operating Agreement requires that the proceeds of any business interruption insurance with respect to an abatement of Use Fees (and, if applicable, Container Charges) that are actually applied to the Annual Amount be taken into account in determining the amount of Shortfall Advances due. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Shortfall Advances” in Appendix E.

The Operating Agreement requires the Authority to submit to each Port at least 90 days prior to the beginning of each Port’s fiscal year the Authority’s estimate of the amount of Shortfall Advances that will be required from each Port during such fiscal year.

Each Port has covenanted in the Operating Agreement that it will include its share of the estimated Shortfall Advances in its budget for the fiscal year in which such shortfall may occur and/or that it will set aside

existing surplus revenues or other lawfully available funds for the payment of its share of the estimated Shortfall Advance. Neither Port is required under the Operating Agreement to take Shortfall Advances into account when establishing its rates and charges or when incurring additional indebtedness or determining compliance with rate covenants under its existing resolutions or indentures. The Authority is required to notify each Port of the actual amount of a Shortfall Advance at least 45 days prior to the date on which a Shortfall Advance is needed, and each Port is required to pay its respective share of such Shortfall Advance on or before such date. The Operating Agreement provides that in the event a Port fails to pay its Shortfall Advance in the year such payment is due, the amount of such unpaid Shortfall Advance (the “Unpaid Shortfall”) will continue to accrue and be payable by such Port.

To date, the Ports have been required to pay Shortfall Advances twice, once in calendar year 2011 and once in calendar year 2012. The Ports were not required to pay Shortfall Advances until calendar year 2011, in part because the Authority was able to postpone some of its capital projects and allocate unexpended Series 1999 Bonds proceeds to the redemption of Outstanding current interest Bonds. Together, the Ports paid a total of \$5.9 million of Shortfall Advances for debt service payments due on October 1, 2011 and a total of \$5.9 million of Shortfall Advances for debt service payments due on October 1, 2012. As a result of the payment of Shortfall Advances by the Ports, the Authority began imposing Surcharges in December 2011.

On March 15, 2022, the Authority provided the Ports with a Notice of Estimated Shortfall Advances estimating a shortfall advance in the total sum of \$5,000,000 would be required for fiscal year ending June 30, 2023 and requesting a voluntary Port Advance (which include Shortfall Advances and certain other amounts advanced to the Authority by the Ports) in the amount of \$13,000,000. The issuance of the Series 2022 Bonds is designed to reduce or eliminate the need for Shortfall Advances for the fiscal years ending June 30 from 2023 to 2026. For additional information regarding the March 15, 2022 Notice of Estimated Shortfall Advances, see “BONDHOLDERS’ RISKS - Shortfall Advances Are Limited, Subordinate Obligations of the Ports.”

No assurance can be given that the amount of any Shortfall Advance required to be made by the Ports will be sufficient to satisfy the financial needs of the Authority, including the payment of Bonds when due, or that either Port will have sufficient funds available to make any particular Shortfall Advance when due. As described below, for the Authority to pay scheduled debt service on its Outstanding Bonds, even with Shortfall Advances, some growth in cargo volumes that use the Rail Corridor and revenues will be required if the Authority is to pay all of the Outstanding Bonds. The Operating Agreement provides that Shortfall Advances, plus interest, are to be reimbursed to the Ports from Use Fees and Container Charges to the extent available, after the payment of debt service on the Bonds, replenishment of the Debt Service Reserve Account for each Series of Bonds, the funding of the Reserve Account, the payment of Authority expenses and the Benefit Amount and payment of any unreimbursed Net Project Costs advanced by the Ports prior to substantial completion of the Rail Corridor. As described above, the Operating Agreement also permits the Authority to increase the amount of the Use Fees for loaded Waterborne Containers and the amount of Container Charges by a \$1.00/TEU Surcharge (including the annual increase in the amount of the Surcharge permitted by the Operating Agreement in accordance with the annual CPI adjustments) so long as Bonds (including any reimbursement obligations to Bond Insurers) are Outstanding and until such Shortfall Advances, plus interest, are repaid. As of January 1, 2022, the Surcharge was adjusted to \$1.46 per TEU. See Table 5 and “—Flow of Funds.”

BONDHOLDERS’ RISKS

[Subject to Update]

The Authority’s ability to pay the principal of, premium, if any, and interest on the Bonds, including the Series 2023A Bonds, depends upon the timely receipt by the Authority of sufficient Revenues. Particularly because debt service payable on the Bonds increases in future years, the Authority’s ability to make such payments, especially without requiring Shortfall Advances from the Ports, will depend upon cargo and Revenue growth. The obligations of the Railroads to pay increased Use Fees and Container Charges and the ability of the Ports to pay Shortfall Advances depend upon, among other factors, the volume of cargo handled at the Ports and the volume of cargo moved by rail without transloading. Growth in cargo volumes, in turn, depends in part upon a number of economic and other factors that are not within the Authority’s, the Railroads’ or the Ports’ control.

The following discussion of considerations is not meant to be an exhaustive list of the risks associated with the purchase of the Series 2023A Bonds and does not necessarily reflect the relative importance of the various risks. Potential purchasers of the Series 2023A Bonds are advised to consider the following factors, among others, and to review all of the other information in this Official Statement in evaluating whether to purchase Series 2023A Bonds. Any one or more of the risks discussed, and others, could lead to a decrease in the market value and/or in the liquidity of the Series 2023A Bonds, notwithstanding the obligations of the Series 2023A Bond Insurer to pay scheduled debt service when due on the Insured Series 2023A Bonds. No assurance can be given that other risk factors will not become material in the future.

Risks Relating to Forward Delivery

The Authority is not a party to any agreement between Underwriters and the purchasers for the purchase of the Series 2023A Bonds, and the Authority is not in any way responsible for the performance thereof or for any representations or warranties contained therein. See “FORWARD DELIVERY OF THE SERIES 2023A BONDS.”

BY PLACING AN ORDER WITH THE UNDERWRITERS FOR THE PURCHASE OF THE SERIES 2023A BONDS, EACH INVESTOR CONFIRMS THAT IT HAS REVIEWED THIS OFFICIAL STATEMENT, HAS CONSIDERED THE RISKS ASSOCIATED WITH PURCHASING THE PURCHASED BONDS AND IS DULY AUTHORIZED TO PURCHASE THE PURCHASED BONDS. EACH INVESTOR ACKNOWLEDGES AND AGREES THAT THE SERIES 2023A BONDS ARE BEING SOLD ON A “FORWARD DELIVERY” BASIS AND THAT THE INVESTOR WILL PURCHASE AND AGREE TO ACCEPT DELIVERY OF SUCH 2023A BOND FROM THE UNDERWRITERS ON OR ABOUT THE SETTLEMENT DATE, PURSUANT TO THE FORWARD DELIVERY AGREEMENT.

Risks Under the Forward Delivery Agreement

The Underwriters are not required to purchase the Series 2023A Bonds if certain events occur, as described in “FORWARD DELIVERY OF THE SERIES 2023A BONDS.”

Tax Law Risks of the Bonds

[Subject to update] The Forward Delivery Agreement obligates the Authority to deliver and the Underwriters to acquire the Series 2023A Bonds only if the Authority delivers opinions of Bond Counsel and Special Tax Counsel with respect to the Series 2023A Bonds substantially in the form and to the effect set forth in Appendix G attached to this Official Statement. During the time between the date of the Forward Delivery Agreement and the Settlement Date (the “Forward Delivery Period”), new legislation, new court decisions, new regulations or new rulings may be enacted, promulgated, or delivered, or existing law, including regulations adopted pursuant thereto, may be interpreted in a manner that might prevent Bond Counsel or Special Tax Counsel from rendering its respective opinion or otherwise affect the substance of such respective opinion. Notwithstanding the enactment of new legislation, new court decisions, the promulgation of new regulations or rulings or reinterpretations of existing law that might diminish the value of, or otherwise affect, the exclusion of interest on the Series 2023A Bonds for purpose of federal income taxation payable on “state or local bonds”, the Authority might still be able to satisfy the requirements for the delivery of the Series 2023A Bonds. In such event, the purchasers would be required to accept delivery of the Series 2023A Bonds. Prospective purchasers are encouraged to consult their tax advisors regarding the likelihood of any changes in tax law and the consequences of such changes to such purchasers.

Additional Risks Relating to the Forward Delivery Period

Issuance and delivery of the Series 2023A Bonds will be dependent on receipt by the Authority of the opinions of Bond Counsel and Special Tax Counsel with respect to the Series 2023A Bonds substantially in the form set forth in Appendix G and of certain other documents required by the Forward Delivery Agreement, and payment of the purchase price by the Underwriters in accordance with the Forward Delivery Agreement.

Either Bond Counsel, Special Tax Counsel or both could be prevented from rendering its respective

opinion on the Settlement Date with respect to the Series 2023A Bonds as a result of changes or proposed changes, prior to the Settlement Date, in federal or State laws, court decisions, regulations or proposed regulations, or rulings of administrative agencies, or the failure of the Authority to provide closing documents satisfactory to Bond Counsel or Special Tax Counsel or both, of the type customarily required in connection with the issuance of tax-exempt bonds.

In addition, notwithstanding the Underwriters' obligations under the Forward Delivery Agreement, if any of the Underwriters default or fail to perform their obligations thereunder, such default or failure could have an adverse effect on the Series 2023A Bonds.

Market Value Risks of the Bonds

The market value of the Series 2023A Bonds as of the Settlement Date may be affected by a variety of factors including, without limitation, general market conditions, the ratings then assigned to the Series 2023A Bonds, the financial conditions and the business operations of the Authority and federal income tax and other laws. The market value of the Series 2023A Bonds as of the Settlement Date could therefore be higher or lower than the price to be paid by the initial purchasers of the Series 2023A Bonds, and that difference could be substantial. Neither the Authority nor the Underwriters make any representation as to the expected market price of the Series 2023A Bonds as of the Settlement Date. Further, no assurance can be given that the introduction or enactment of any future legislation will not affect the market price of the Series 2023A Bonds as of the Settlement Date, or thereafter, or not have a materially adverse impact on any secondary market for the Series 2023A Bonds.

Secondary Market Value Risks of the Bonds

The Underwriters are not obligated to make a secondary market in the Series 2023A Bonds and no assurance can be given that a secondary market will exist for the Series 2023A Bonds during the Forward Delivery Period. Prospective purchasers of the Series 2023A Bonds should assume that sales of the Series 2023A Bonds will not be liquid through the Forward Delivery Period.

Ratings Changes During Forward Delivery Period

No assurance can be given that as of the Settlement Date of the Series 2023A Bonds any ratings assigned to the Series 2023A Bonds by a rating agency will continue to be in effect at the level initially assigned by such rating agency at the time of the pricing and sale of the Series 2023A Bonds. The Underwriters' obligations under the Forward Delivery Agreement are conditioned upon the ratings assigned to the Series 2023A Bonds at closing not being withdrawn or suspended at any time prior to the Settlement Date.

Uncertainties of Projections, Assumptions and Forward-Looking Statements

The statements contained in this Official Statement, including the appendices, that are not purely historical are forward-looking statements regarding the Authority's or the Ports' expectations, hopes, intentions or strategies regarding the future. Such statements are generally identifiable by the terminology used such as "plan," "expect," "budget," "project," "maintain," "achieve," "forecast," "will likely result," "are expected to," "will continue to," "is anticipated," "intend" or other similar words or phrases. Statements contained in this Official Statement which involve estimates, forecasts, or other matters of opinion, whether or not expressly so described in this Official Statement, are intended solely as such and are not to be construed as representations of fact. Prospective investors should not place undue reliance on forward-looking statements. All forward-looking statements in this Official Statement are based on information available to the Authority on the date hereof, are subject to change without notice and the Authority assumes no obligation to update any such forward-looking statements with new forward-looking statements. All forward-looking statements are expressly qualified in their entirety by the cautionary statements in this section and elsewhere in this Official Statement. It is important to note that the Authority's actual results will likely differ, and could differ materially from those in such forward-looking statements or projections.

This Official Statement contains, and the Authority's and Ports' plans, budgets and forecasts are based upon, certain assumptions, estimates, projections and other forward-looking statements. Demonstration of compliance by the Authority with certain of the covenants contained in the Indenture may also be based upon

assumptions, estimates and projections. Actual results, however, may differ, perhaps materially, from those assumptions, estimates and projections.

The revenue projections that may be contained in this Official Statement or in any future certificate of the Authority or of a consultant, are not necessarily indicative of future performance. For example, none of the Ports, the Railroads or the Authority could have predicted the timing, duration or severity of the COVID-19 pandemic or the impact thereof on international trade, the supply chain and consumer and governmental spending. Although increased consumer spending, especially in e-commerce resulted in increased container freight volumes beginning in June 2020, the beginning of fiscal year 2022 saw downward trends associated with supply chain congestion and anticipation of longshore labor contract negotiations. While the downward trend has stopped and revenues have held steady in the latter part of fiscal year 2022, the Authority has seen resulting transloading issues which may be tempered by rising gas prices from the war in Ukraine. There can be no assurances that any of these trends will continue and the Authority cannot predict what if any other instances will have an impact on the operations and revenues of the Authority, the Ports or the Railroads. No assurances can be given that the impact of such changes will not have a material and adverse effect on trade, on the economic and financial factors that influence consumer and business consumption and trade and thus have a significant adverse impact on Port and Authority revenues.

In addition, certain assumptions with respect to future business and financing decisions, including the decision to undertake, or to postpone or cancel, future capital improvements of the Authority, the Railroads, the Ports or other entities may not occur and are subject to change. No representation is made or intended, nor should any representation be inferred, with respect to the existence of any particular future set of facts or circumstances, and prospective purchasers of the Series 2023A Bonds are cautioned not to place undue reliance upon any forecasts, estimates, plans or projections or requirements for forecasts or projections. If actual results are less favorable than the results budgeted or forecast or if the assumptions used in preparing budgets or forecasts prove to be incorrect, the ability of the Authority to make timely payment of the principal of, premium, if any, and interest on the Bonds, including the Series 2023A Bonds, may be materially and adversely affected.

In addition, demonstration of compliance with certain of the covenants contained in the Indenture may also be based upon assumptions and projections. The assumptions and projections contained in any future certificate of the Authority or of a consultant required under the Indenture are not necessarily indicative of future performance.

Collection of Use Fees and Container Charges

The ability of the Authority to collect sufficient Use Fees and Container Charges depends upon or may be affected by a number of factors, including growth or decrease in the volume of cargo through the Ports, growth or decrease in the volume of cargo moved by rail, changes in logistics methods and priorities, increased transloading activities, shifts in manufacturing locations, the efficiency and accuracy of the Authority's collection procedures, including the accuracy and completeness of the cargo movement information provided by the Railroads and other sources used in the Authority's RAVS system, the Authority's ability to monitor accurately the railcars and containers subject to the Use Fees and Container Charges and the ability and willingness of the Railroads to pay the Use Fees and Container Charges on the dates and in the amounts required. The Authority and the Railroads have had disputes in the past about fees due to the Authority, particularly in connection with transloading, a dispute that took years to resolve, and no assurance can be given that additional disputes will not occur in the future.

If the number of containers or railcars transported on the Rail Corridor, or loaded or unloaded at the Ports and transported by rail without transloading into or out of Southern California, is significantly below the numbers budgeted by the Authority, the amount of Use Fees and Container Charges actually collected by the Authority each year may be less than the amount required to pay the principal or accreted value of, and premium, if any, and interest on the Bonds (including the Series 2023A Bonds). As shown in Table 4, absent this restructuring, the amount of annual Debt Service the Authority will be required to pay on the Outstanding Bonds will increase and will require sufficient cargo volumes and/or increasing amounts of Shortfall Advances (which are limited to 40% of the Annual Amount). Growth in cargo volume and revenues will be required for the Authority to be able to

pay scheduled debt service on the Authority's Bonds, even with assistance from the Ports. See "AUTHORITY REVENUES—Debt Service Coverage." The Railroads are not obligated to increase their payments in the event cargo growth falls below the levels required to enable the Authority to pay debt service on the Bonds.

A Railroad may fail to pay Use Fees and Container Charges when and as due and payable. In such case, the Authority's rights against the Railroad may be limited. See "—Limitations on Enforceability" and "—Bankruptcy Risks" below and "SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Defaults and Remedies" in Appendix E.

Shortfall Advances Are Limited, Subordinate Obligations of the Ports

The obligation of each Port to make Shortfall Advances is a limited, subordinate obligation of such Port. The Ports' obligations are not joint and several, and neither Port is obligated to pay for the Shortfall Advances required of the other Port, even if the other Port fails to make its payment when due. Each Port's obligation to make Shortfall Advances is limited to 20% of the Annual Amount and is payable only to the extent such Port has funds legally available for such purpose. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "AUTHORITY REVENUES—Shortfall Advances and Other Port Advances" above and "SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Shortfall Advances" in Appendix E. If Revenues (other than Shortfall Advances) received by the Authority are not sufficient to pay at least 60% of all amounts payable by the Authority on the Bonds, Revenues will still be insufficient, and the Authority may be unable, to make debt service payments on the Bonds, including the Series 2023A Bonds.

The Ports were required to make Shortfall Advances during the Authority's 2012 and 2013 fiscal years to enable the Authority to make part of the October 1, 2011 and October 1, 2012 debt service payments, and additional Shortfall Advances could be required in the future. See "AUTHORITY REVENUES—Shortfall Advances and Other Port Advances." On March 15, 2022, the Authority filed a Notice of Estimated Shortfall Advances estimating a shortfall advance in the total sum of \$5,000,000 would be required for fiscal year ending June 30, 2023. The issuance of the Series 2023A Bonds may reduce or eliminate the need for any shortfall advance in fiscal year 2023 As described in Appendix B and in Appendix C, respectively, as of March 22, 2022, POLA had approximately \$577.3 million (including the ability to issue and have outstanding \$200 million of commercial paper notes) aggregate principal amount of POLA Parity Obligations outstanding and as of May 31, 2022, POLB had approximately \$593.3 million (including the ability to have up to \$250 million of revolving obligations outstanding) aggregate principal amount of POLB Harbor Revenue Bonds outstanding. See "THE PORT OF LOS ANGELES—Outstanding Indebtedness" in Appendix B and "THE PORT OF LONG BEACH—Outstanding Indebtedness" in Appendix C. Each of the Ports may, and is likely to, incur substantial amounts of additional indebtedness in the future, and as with the current debt, such additional indebtedness would be payable from such Port's revenues prior to the payment of any Shortfall Advances. Both Ports have encouraged the Authority to pursue a restructuring program to reduce the likelihood and amount of any future Shortfall Advances.

The Ports are required to include expected Shortfall Advances in their budgets (based upon information received from the Authority), but Shortfall Advances are subordinate to all of the Ports' other obligations, including payments of operation and maintenance costs, debt service on Port obligations and major maintenance expenses, and neither Port is required to take Shortfall Advances into account when determining whether it may incur additional indebtedness or when calculating compliance with rate covenants under its outstanding bond indentures or resolutions. See "THE PORT OF LOS ANGELES—Source of Funds for Payment of Shortfall Advances" in Appendix B and "THE PORT OF LONG BEACH—Source of Funds for Payment of Shortfall Advances" in Appendix C. Neither the Authority nor any bondholder can require either Port to raise its rates, charges and fees to generate funds sufficient to pay Shortfall Advances.

Port Advances

The Ports may from time to time be called upon to advance funds for Net Project Costs prior to Substantial Completion (as defined in the Operating Agreement) or to make a voluntary Port Advance for funds in excess of the Shortfall Advances to cover all or a portion of the Annual Amount or the Authority's reasonable expenses for, among other things, the ongoing administration of the Authority's financings and refinancings, administration of contracts for the Rail Corridor and other administrative duties related to the Rail Corridor. Pursuant to the

Operating Agreement, revenues generated by Use Fees and Container Charges must be used to reimburse the Ports for any Port Advance after paying certain other priority costs, including, among others, the Annual Amount (which includes, principal, interest and debt service on Outstanding Bonds), and to establish and maintain the Reserve Account and pay the Authority's reasonable expenses. Likewise, the flow of funds identifies reimbursement of Port Advances in the FOURTEENTH item.

On March 15, 2022, the Authority provided the Ports with a Notice of Estimated Shortfall Advances estimating a shortfall advance in the total sum of \$5,000,000 would be required for fiscal year ending June 30, 2023 and requesting a voluntary Port Advance (which include Shortfall Advances and certain other amounts advanced to the Authority by the Ports) in the amount of \$13,000,000.

The Authority cannot predict whether or not it will have a need for future additional Port Advances, whether the Ports will provide any Port Advances and the effect of such Port Advance, or lack thereof, or such other failure of the Ports to provide advance funds or the inability of the Authority to reimburse the Ports for a Port Advance. See "PLAN OF FINANCE – Projected Shortfalls After Implementation of Plan of Finance Using Internal Financial Model."

Outstanding Capital Appreciation Bonds and Risks

A substantial portion of the Authority's Outstanding Bonds are Capital Appreciation Bonds, and the amount of debt service that will become due on the Outstanding Bonds is scheduled to grow significantly as the accreted value of the capital appreciation Bonds grows. See Table 2 in "PLAN OF FINANCE - Projected Shortfalls Prior to Implementation of Plan of Finance Using Internal Financial Model." For the Authority to be able to pay scheduled debt service on its Outstanding Bonds, even with Shortfall Advances, additional growth in cargo volume and revenues will be required, or restructuring of Outstanding Bonds to lower debt service will be needed. See "AUTHORITY REVENUES—Recent and Budgeted Cargo Throughput and Revenue Collections."

Bonds Are Limited Obligations of the Authority; Limited Sources of Funds

The Series 2023A Bonds are special, limited obligations of the Authority and except as described herein are payable solely from and are secured solely by a lien on the Trust Estate. The Bonds, including the Series 2023A Bonds, are not obligations of the State of California or of any political subdivision of the State of California and are not obligations of any of the Cities, the Ports or the Railroads. The Project is not security for the Bonds, and the Bonds are not secured by a lien on any properties or improvements of the Authority, the Cities, the Ports or the Railroads or by a pledge of any revenues of the Cities, the Ports or the Railroads.

The Railroads and the Ports are obligated only to make certain payments required by the Operating Agreement and are not responsible for paying, and are not guaranteeing the payment of, the principal or accreted value of, premium, if any, or interest on the Bonds, including the Series 2023A Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations."

The Authority has no significant assets other than the Project and may not be able to raise additional funds in the event there are insufficient moneys to operate the Project and to pay debt service on the Bonds. Other than in connection with a Surcharge, the Authority is not authorized under the Operating Agreement to increase Use Fees and Container Charges in the event Revenues are insufficient to pay debt service on the Bonds. The Authority's ability to issue additional Bonds, including additional refunding Bonds, also is limited. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Additional Bonds." In addition, the Authority's ability to find additional lenders or credit enhancement may be limited or even nonexistent.

Uncertainties of Cargo Volumes

The Authority's ability to derive Use Fees and Container Charges from its operation of the Project depends in part upon cargo utilization of Port facilities, which in turn depends upon the financial health of the shipping industry, including the financial condition of carriers and their customers and of Port tenants and service providers. The shipping industry has been undergoing significant changes for more than a decade, including a number of mergers and acquisitions and service alliances among ocean carriers, consolidation of operations among

companies and mergers of companies and the shift of a number of logistical responsibilities and costs between ocean carriers and their shipping customers or independent logistics providers. Investments in much larger ships, varying operating costs and service factors, including shipping times and reliability, have had a profound impact on ocean carrier alliances, logistics (including choices of shipping points for discretionary cargo) and pricing.

The Ports' cargo throughput includes cargo intended to meet demand in the Southern California region (often referred to as "non-discretionary cargo"), and cargo destined for the Midwest and other parts of the country (often referred to as "discretionary cargo"). The Southern California area is the largest primary market in the United States, and a significant amount of cargo handled through the Ports originates or remains in Southern California and is moved by truck, not by rail, [and is thus not subject to Use Fees or Container Charges]. Total non-discretionary cargo volume is dependent on local and regional economic and demographic conditions. Shippers or carriers of non-discretionary cargo may choose to have discretionary cargo unloaded at the Ports and then moved predominantly by rail. Waterborne containers that originate or terminate at the Ports to or from Asia represent most of the Revenues collected by the Authority. Although the Ports have a larger share of non-discretionary trade than other West Coast ports, a still-significant number of containers unloaded at the Ports may include discretionary cargo and could be transported via routes that do not go through the Ports at all and an increasing number of containers that do go through the Ports are transloaded and then carried by rail to southeastern destinations without paying Use Fees or Container Charges. A significant reduction in the Ports' share of such discretionary cargo trade could have an adverse impact on Authority Revenues.

A Port's share of discretionary trade is a function of a variety of factors, including competition from other ports and from all-water services (services between Asia and the U.S. East and Gulf Coasts via the Suez Canal and especially the Panama Canal). The market share of international cargo that is currently shipped through the Ports could decrease in the future in the event of, among other things, increased competition from ports in Canada (including, in particular, the Port Metro Vancouver and the Prince Rupert Port Authority in British Columbia), from ports in Mexico, from other ports in California (especially the Port of Oakland) or in the Pacific Northwest (the Ports of Tacoma and Seattle, which combined their cargo operations to form The Northwest Seaport Alliance, and The Port of Portland). Factors that affect the selection of alternative ports for discretionary cargo include: port capacity, faster transit times, increased efficiencies and reliability, capability to handle larger ships, labor cost and reliability, and other costs including fees and taxes.

All-water services from Asia directly to the East Coast and/or Gulf Coast, particularly after the expansion of the Panama Canal, or if manufacturing more significantly shifts from China to Southeast Asia using the Suez Canal, could become more economical than going to the West Coast ports and may continue to compete with the Authority. The Ports offer intermodal transit times from Asia to the East and Midwest that can be faster than other routes; the Ports offer deep water, direct ocean access, modern-big ship ready terminals, reduced weather constraints, industry leading environmental stewardship and extensive capacity in terminals and landside transportation infrastructure. However, shifting of some containerized cargo shipments through other ports should be expected and shippers seek diversity and resiliency in their supply chain. There can be no assurance that the Ports' current shares of cargo volumes will be maintained or that expected increases in cargo volumes will occur. Among the other factors that may influence shipper and carrier decisions, and thus cargo volumes, significantly are fuel costs, transit times, costs of complying with regulatory requirements, labor disagreements (including slowdowns, strikes and lockouts, such as the disruption on the West Coast in 2015), truck and chassis shortages, increased taxes or fees for use of Port facilities, increases in labor costs and severe weather and other casualty events, such as earthquakes.

Consolidation of the Containerized Cargo Industry

Many of the shipping companies have consolidated and formed alliances that operate at one or both of the Ports, and additional consolidation could occur. Neither the Ports nor the Authority can predict all of the consequences of such realignments and consolidations or how long they will persist. Confusion and inefficiencies, especially in the beginning of company/alliance operations, have been noted by terminal operators as well as shippers.

Uncertainties of the Railroad Industry

As with the shipping industry, the railroad industry underwent consolidation 20 years ago and, in general, is constantly changing. Both Railroads may be adversely affected, directly and indirectly, by the effects of changes in cargo transport demand (due to commodity markets or changes in supply chain logistics), domestic and global economic conditions and/or volatility or disruptions in the financial and credit markets. Both Railroads have large route structures and complex operational requirements, labor contracts negotiations, and both may undergo other corporate changes that could adversely affect their operations. Both Railroads also face competition from other railroads, motor carriers, ships, barges and pipelines, not only in connection with pricing, but also with respect to transit times and quality and reliability of service. Difficulties in moving freight by rail in Southern California have occurred in the past, including in 2003, 2004, 2020 and 2021, for example, and congestion in Chicago and other inland regions have impacted the Ports. No assurance can be given that congestion or other difficulties will not occur or recur or continue for an extended period of time in the future. Moreover, the Railroads may alter their routes or change (or their customers may change) their businesses and not maintain their current levels of use of the Ports or the Rail Corridor or not use the Ports or the Rail Corridor as frequently as expected. There can be no assurance that the Railroads will continue to use the Rail Corridor or that the Railroads will be able to continue to pay M & O Charges, Use Fees and Container Charges when due even if they do continue to operate at the Ports and to utilize the Rail Corridor.

Uncertainties of the Trucking Industry

The trucking industry has gone through many changes in 2021. The tough economy brought on by the COVID-19 pandemic led to many trucking company mergers to increase the scope of service. The rise in e-commerce created a historical demand for trucking due to the increase in expectations for a shorter turnaround for a customer to receive the purchased good. Many companies expanded to new locations in order to meet operational demands of the market. Additionally, many companies also had to adapt to delivering goods more quickly and efficiently than ever before. Many companies began adopting advance software to help facilitate this change. With the shortage of truckers, trucking companies are also aiming to increase efficiency of operations in the industry to meet new market demands.

There can be no assurance that the trucking industry will increase efficiency or that the trucking industry will continue to compete with rail for deliveries in line with current trends. The impact of trucking on use of rail is subject to, among other things, market conditions and other economic and societal pressures.

Operating Risks and Capacity Constraints

Continual and efficient operation of the Rail Corridor may be affected by a number of other events. For example, a derailment of one or more trains could block one or all tracks of the Rail Corridor and divert the movement of cargo, potentially reducing the amount of Use Fees that are payable by the Railroads. In addition, at certain times of the year, the Railroads may encounter shortages of available train crews or equipment to move all possible cargo to and from the Ports. Such shortages have occurred, and no assurances can be given that shortages, will not occur in the future. General repair and replacement of equipment and the availability of parts and funds to make such repairs or to replace such equipment also may affect operation of the Rail Corridor.

The capacity of the Rail Corridor and supporting infrastructure could have an additional, significant impact on operation of the Rail Corridor and on the collection of Use Fees. Original projections that the Rail Corridor capacity would be sufficient were based upon certain assumptions regarding the average train size, through-train distribution by the Railroads and estimated departure and arrival times at the various terminals located within the Ports. There can be no assurance that the estimated through-train distribution or the estimated departure and arrival times always will be achieved. The Authority also assumed a nominal amount of time per day for maintenance of the tracks and track-support structures. No assurance can be given that more time will not be needed to keep the Rail Corridor in good repair or that this maintenance period will continue to be available on a regular basis. In addition, certain assumptions with respect to future business and financing decisions, including the decision by the Authority, the Railroads, the Ports or other entities to undertake future capital improvements or replacements, may not occur or may be changed. No assurances can be given that the Authority, the Ports and/or the Railroads will be able or willing to effect changes required to expand capacity or efficiency,

to reduce congestion, to meet environmental, safety or other legal or political requirements or to accommodate other changes or demands.

Other operating risks include risks to or failures of train-control technology, including disruptions to the Railroads' technology networks (including computer systems, communications equipment and software), because of criminal activity, cyber-security intrusions, corruption of data or operating disruptions or because of natural events such as severe weather, fires, floods or earthquakes or human error.

Operational Risks

The Authority contracts with Union Pacific and BNSF to provide dispatching services for train and equipment movements along certain portions of the Rail Corridor pursuant to the Dispatching Agreement. The term of the Dispatching Agreement commenced on April 15, 2002, and the most recent extension period expired on April 14, 2022. The parties have not yet reached agreement on the extension of the Dispatching Agreement, however, they have continued to operate as though the Dispatching Agreement remains in effect. There can be no assurances that the parties will continue to operate in this manner or that any extension of or new dispatching agreement will be entered into by and between the Authority and the Railroads. See "THE RAIL CORRIDOR AND RELATED PROJECTS – Maintenance and Operation of the Rail Corridor" for additional information regarding the Dispatching Agreement.

COVID-19 Pandemic Issues and Impacts

The outbreak of the novel coronavirus SARS-Co V-2 ("COVID-19") in December 2019, quickly became a worldwide pandemic and has caused significant disruptions to the conduct of day-to-day business in the United States and internationally and has and will continue to affect national, state and local economies. The World Health Organization has characterized COVID-19 as a pandemic. On January 31, 2020, the United States Secretary of Health and Human Services declared COVID-19 a public health emergency and on March 13, 2020, the President of the United States declared COVID-19 a national emergency. Various state and local governments and agencies and others have imposed restrictions on travel, and have restricted public gatherings and large groups events, ordered residents to stay home, promoted or required working from home, and ordered closures of schools, restaurants, bars and other public venues.

At the beginning of calendar year 2020, the COVID-19 pandemic had an immediate adverse effect on, among other things, the world economy, and global supply chain movement, including numerous, ongoing factory closures in China, which in-turn led to higher-than-normal cancellations of ships and container volume coming from China to the Ports and other reductions in traffic at the Ports. China is the number one source of inbound cargo at the Ports. The reduction in container volumes at the Ports also resulted in reduced container traffic on the Rail Corridor. As a result, there was a short-term reduction of the Authority's revenues. Use fees and container charges revenues, representing approximately 94.0% of operating revenues, decreased by approximately \$10.7 million, or approximately 9.5% in fiscal year 2020 as compared to fiscal year 2019.

The Authority's net position decreased by approximately \$27.9 million or approximately 6.6% for fiscal year 2020. The change in net position was primarily the result of interest and operating expenses continuing to exceed operating income, exacerbated by the impact of the COVID-19 pandemic. . Subsequently, the Authority's revenue rebounded to approximately \$119.0 million in fiscal year 2021 which is approximately a 10% increase compared to revenues in fiscal year 2020.

The Authority's actual revenues and Ports' container volumes may differ materially. The Authority cannot predict whether and when shippers will return to rail or in what capacity or the effects on the Authority's actual revenues or Ports' container volumes and bases the expectations described in this Official Statement on various assumptions and estimates which are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including Ports, shipping lines, freight forwarders, beneficial cargo owners, suppliers and competitors, among others, and legislative, judicial and other governmental authorities and officials.

Port Congestion; Supply Chain Issues; TEU Diversion

As discussed above under the header “AUTHORITY REVENUES – Recent Impacts of COVID-19 Related Issues on Use Fees and Container Charges”, there was a significant increase in consumer spending, especially in e-commerce, beginning around June 2020 which resulted in increased shipping activity at the Ports. At the same time, the Ports experienced a labor shortage exacerbated by the COVID-19 pandemic, including due to missed shifts caused by or otherwise related to the virus and its rapid spread. This resulted in a sudden and sustained rebound in container volumes contributing to vessel back-up along with a shortage of dock workers. The Ports, like many other ports worldwide, were impacted by the supply chain congestion that began in mid-2020. One of the results of this congestion was supply chain participants using alternative modes of transportation and diverting some cargo from rail to truck.

In fiscal year 2021, Authority revenue had not yet been adversely impacted by the events described above, but in the months following June 2021, Authority revenue has trended downward as compared to revenue trends in fiscal year 2021. Since September 2021, shippers were further induced to seek alternative routes in anticipation of potential slowdowns that could result from west coast longshore labor contract negotiations. The downward trend associated with the supply chain congestion and anticipation of longshore labor contract negotiations hit a low point in November 2021, but the downward trend has stopped and revenues have held steady with slight increases in December 2021 and January 2022.

The diversion of cargo from rail to truck seen in fiscal year 2022 was due to unusual circumstances and is not expected to be a continuing trend. Trucking is generally slower, more expensive and less efficient than rail. Transporting large quantities of cargo by rail is generally 2 to 3 times more efficient as compared with trucking. In addition, the costs of trucking are expected to increase significantly given the recent increases in fuel costs for diesel and gasoline in March 2022. Lastly, rail service fluidity has recovered from the sudden rebound of freight volumes in 2020. However, shippers that were seeking alternative modes of transportation to rail in late 2021, could not return to the economics and efficiencies of using rail due to the current inconsistencies in rail service. See “THE RAILROADS.”

In October 2021, the Ports announced that they will enforce a \$100 fee (or a “dwell fee”) per container, charged to carriers, for boxes dwelling six or more days that move by rail and nine or more days that move by truck. This fee will increase \$100 dollars a day until the container leaves the terminal. This “dwell fee” was a direct response to the congestion issues at the Ports. The fees collected from this initiative aim to be reinvested for programs to enhance efficiency, accelerate cargo movement through the Ports, and also address congestion impacts throughout San Pedro Bay. The implementation of the dwell fee has been continuously delayed since it was first announced, as the Ports have seen a significant decline in the volume of aging cargo on the docks. The Authority cannot predict the type of impact that the impending “dwell fees” imposed by the Ports onto the carriers will have on the trucking or rail industry. See “THE PORTS” for further discussion on dwell fees.

Additionally, the Authority cannot predict whether and when shippers will return to rail or rely more on trucking, or in what capacity or the effects on the Authority’s actual revenues and bases the expectations described in this Official Statement on various assumptions and estimates that are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including Ports, shipping lines, freight forwarders, beneficial cargo owners, suppliers and competitors, among others, and legislative, judicial and other governmental authorities and officials.

Labor Shortage and Unrest

Employees of tenants and contractors that serve at or work for the Ports or the Railroads may have work-related disputes with their employers, and many of such employees belong to unions or to other labor-related organizations. A strike, slow-down or lock-out at one facility can directly or indirectly affect operations at an entire facility or at many facilities at once. A dispute between one tenant and the employees of one union may spread to include workers at some or all facilities at both Ports. During the Fall of 2012, for example, various labor-related events caused shutdowns at each of the major ports on the U.S. West Coast. At the Ports, a strike

by members of the Office Clerical Unit (“Unit 63”) of the International Longshore and Warehouse Union (the “ILWU”) Local 63, was honored by ILWU dock workers and closed each terminal that used Unit 63 workers (seven of eight terminals at POLA and three of six terminals at POLB) for eight days in December 2012, until Unit 63 and the Los Angeles and Long Beach Harbor Employers Association agreed to new contract terms and the terminals reopened. During the strike, 20 ships were diverted to the Port of Oakland or to ports in Mexico and Panama. Prior to this work stoppage, there had been no prolonged work stoppage at the Ports since October 2002.

Stevedoring and cargo handling at the Ports are provided pursuant to a contract between the Pacific Maritime Association (the “PMA”) and the ILWU. In October 2002, after the PMA and the ILWU failed to agree upon a new contract, the shipping lines and terminal operators instituted a lock-out of the stevedoring companies, thereby shutting down all Pacific West Coast ports, including all terminals at the Ports, for 10 days. Work resumed when President Bush ordered the ports to re-open pursuant to the Taft-Hartley Act. Prior to the 2002 lock-out, there had not been a prolonged work stoppage since 1971. A subsequent contract between the PMA and ILWU that expired on June 30, 2014, was not entered into until May 21, 2015 and was not ratified by the ILWU members until May 22, 2015, retroactive to July 1, 2014. The protracted negotiations and resulting disruptions had a compounding effect on congestion issues that had slowed container cargo movement through the Ports generally between April 2014 and June 2015, and container volumes and revenues at both Ports were temporarily impacted. The current contract between the PMA and ILWU will expire on July 1, 2022 [and negotiations have begun for a renewed contract.]

No assurance can be given that prolonged disruptions, work slowdowns or stoppages at the Ports will not occur in the future and result in reduced cargo volumes at the Ports. Significant work stoppages and cargo diversions could adversely affect the Ports’ revenues and the Ports’ ability to pay any Shortfall Advances and the Authority’s traffic and revenues and, thus, the Authority’s ability to pay principal or accreted value of and interest on the Bonds, including the Series 2022 Bonds.

Additionally, labor shortages affecting the railroad industry also negatively impact the Ports’ ability to move container cargo through. See “THE RAILROADS” for further information regarding labor shortages at the railroads.

Safety and Security

The Authority contracts with Union Pacific and BNSF to provide security services to the Rail Corridor pursuant to the Security Services Agreement, which includes, among other things, daily security patrols and investigating and documenting any incidents that occur. Despite these security services, incidents can and sometimes do occur along the Rail Corridor. There have in the past been instances where persons have been struck by trains, or portions of the Rail Corridor have been vandalized or where packages have been stolen from trains or left along the railways. In recent years, there has been an increase in homeless encampments in areas along the Rail Corridor, which can increase the potential for injury or death or damage to the Rail Corridor. In each of these instances, the operations along the Rail Corridor may be impacted and could result in delays or re-routing. The Authority has taken steps to reduce the unauthorized presence of persons along the Rail Corridor to mitigate the potential for these incidents to arise. No assurance can be given that injury or harm to person or property or delays in operations will be avoided in the future.

Limitations on Enforceability

The rights of the owners of the Bonds, including the Series 2023A Bonds, and the enforceability of the Authority’s obligation to make payments on the Bonds may be subject to bankruptcy, insolvency, arrangement, fraudulent conveyances or transfer, reorganization, moratorium and other similar laws affecting creditors’ rights under currently existing law or laws enacted in the future, and under certain circumstances also may be subject to the exercise of judicial discretion and to limitation on legal remedies against public entities in the State of California. The opinion of Bond Counsel as to the enforceability of the Authority’s obligations to make payment on the Bonds will be qualified as to bankruptcy and such other legal events. See “LEGAL MATTERS” below and the proposed form of Bond Counsel opinion in Appendix G. The enforceability of the Authority’s rights under the Operating Agreement and under the other agreements discussed in this Official Statement also may be severely limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’

rights under currently existing law or laws enacted in the future and in the case of Port obligations, including the Ports' obligations to pay Shortfall Advances, may also be subject to the exercise of judicial discretion under certain circumstances and to limitations on legal remedies against public entities in the State of California.

Bankruptcy and Insolvency Risks

The Ports and the Cities. Under existing law, it is unlikely that either Port is eligible to file for bankruptcy by itself. Each of the Cities, however, is eligible to file for bankruptcy under certain circumstances. Should either City file for bankruptcy, there could be adverse effects on the holders of the Series 2023A Bonds. These adverse effects could include, but may not be limited to, one or more of the following. The automatic stay provisions of the Bankruptcy Code could prevent (unless approval of the bankruptcy court were obtained) any action to collect any Shortfall Advances or any other amounts owing by such City or its Port and any action to enforce any obligation of such City or its Port under the Operating Agreement, the Use Permit, or any other agreement to which the City or its Port is a party. These restrictions may also prevent the Trustee from making payments to the holders of the Series 2023A Bonds from funds in the Trustee's possession. The City also may be able to reject the Operating Agreement, the Use Permit, or any other agreement to which such City or its Port is a party and such a rejection could deprive the Authority and the Railroads of their rights to use the Rail Corridor, could excuse the Railroads from making any further payments under the Operating Agreement and could excuse such City from any further obligations under the agreement that has been rejected.

Payments previously made to the holders of the Series 2023A Bonds from Shortfall Advances also could be avoided as preferential payments, and the holders of the Series 2023A Bonds could be required to return such payments to the bankrupt City. In addition, the provisions of the transaction documents that require the Railroads to make payments under the Operating Agreement directly to the Trustee, rather than to the City or the Authority, may no longer be enforceable, and payments by the Railroads may be required to be made to the City. Such City also may be able, with the approval of the bankruptcy court, but without the consent and over the objection of the Authority and the holders of the Series 2023A Bonds, to alter the terms of its obligations to pay Shortfall Advances or any other amounts payable by such City or its Port, or to assign to another entity the City's (and the Port's) rights and obligations under the Use Permit, the Operating Agreement or any other agreement to which the City or its Port is a party. The occurrence of any of these, as well as the occurrence of other possible effects of a bankruptcy of a City, could result in significant delays or in reductions in payments on the Series 2023A Bonds or result in other significant losses to the holders of the Series 2023A Bonds. Regardless of any specific adverse determinations in a City bankruptcy proceeding, the fact of a City bankruptcy proceeding could have an adverse effect on the liquidity and value of the Series 2023A Bonds, notwithstanding the Series 2023A Bonds Insurer's* obligation to continue to pay scheduled debt service on the Insured Series 2023A Bonds* when due.

The Authority. The Authority is authorized under California state law to file for bankruptcy under certain circumstances. Should the Authority file for bankruptcy, there could be adverse effects on the holders of the Series 2023A Bonds. If the Use Fees and Container Charges are "special revenues" under the Bankruptcy Code, then Use Fees and Container Charges collected after the date of the bankruptcy filing should continue to be subject to the lien of the Indenture. "Special revenues" are defined to include receipts derived from the ownership or operation of projects or systems that are primarily used to provide transportation services. Although the Use Fees and Container Charges may satisfy this definition and thus may be "special revenues," no assurance can be given that a court would not hold that the Use Fees and Container Charges are not special revenues or are not subject to the lien of the Indenture.

A court could, however, conclude that the Shortfall Advances, Use Fees or Container Charges are not "special revenues." If a court reached that conclusion, any Shortfall Advances, Use Fees or Container Charges, as applicable, collected after the commencement of the bankruptcy case likely would not be subject to the lien of the Indenture. The holders of the Series 2023A Bonds may not be able to assert a claim against any property of the Authority other than the Shortfall Advances, the Use Fees and the Container Charges, and if those amounts

* Preliminary, subject to change.

were no longer subject to the lien of the Indenture, then there may be no amounts from which the holders of the Series 2023A Bonds are entitled to be paid.

The Bankruptcy Code provides that special revenues can be applied to necessary operating expenses of the project or system, before they are applied to other obligations. This rule applies regardless of the provisions of the transaction documents. Thus, the Authority may be able to use Use Fees and Container Charges to pay necessary operating expenses of the Rail Corridor before the remaining Use Fees and Container Charges are turned over to the Trustee to pay amounts owed to the holders of the Series 2023A Bonds. It is not clear precisely which expenses would constitute necessary operating expenses.

If the Authority is in bankruptcy, the parties (including the holders of the Series 2023A Bonds) may be prohibited from taking any action to collect any amount from the Authority or to enforce any obligation of the Authority, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the holders of the Series 2023A Bonds from funds in the Trustee's possession. The Authority may be able to require that all Use Fees and Container Charges be paid directly to it, notwithstanding the provisions of the transaction documents that require the Use Fees and the Container Charges to be paid directly to the Trustee.

The Authority also may be able to reject the Operating Agreement, the Use Permit, or any other agreement to which the Authority is a party; such a rejection could deprive the Railroads of their rights to use the Rail Corridor, could excuse the Railroads from making any further payments under the Operating Agreement and could excuse the Authority from any further obligations under the agreement that has been rejected.

The Authority may be able to borrow additional money that is secured by a lien on any of its property (including the Use Fees and the Container Charges), which lien could have priority over the lien of the Indenture, so long as the bankruptcy court determines that the rights of the Trustee and the holders of the Series 2023A Bonds will be "adequately protected." A court's determination of what is adequate protection may be different than what bondholders would consider to be adequate protection. The Authority also may be able, without the consent and over the objection of the Trustee and the holders of the Series 2023A Bonds, to alter the priority, interest rate, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants) and other terms or provisions of the Indenture and the Series 2023A Bonds, so long as the bankruptcy court determines that the alterations are fair and equitable.

There may be delays in payments on the Series 2023A Bonds while the court considers any of these issues. There may be other possible effects of a bankruptcy of the Authority that could result in delays or reductions in payments on the Series 2023A Bonds, or result in losses to the holders of the Series 2023A Bonds. Regardless of any specific adverse determinations in an Authority bankruptcy proceeding, the fact of an Authority bankruptcy proceeding could have an adverse effect on the liquidity and value of the Series 2023A Bonds, notwithstanding the Series 2023A Bonds Insurer's* obligation to continue to pay scheduled debt service on the Insured Series 2023A Bonds* when due.

The Railroads. Each of the Railroads is eligible to file for bankruptcy or to have an involuntary bankruptcy case commenced against it. Should a Railroad become the subject of a bankruptcy case, there could also be adverse effects on the holders of the Series 2023A Bonds. These adverse effects could include, but not be limited to, one or more of the following. The automatic stay provisions of the Bankruptcy Code could prevent (unless approval of the bankruptcy court were obtained) any action to collect any Use Fees, Container Charges, M & O Charges or any other amounts owed by the Railroad and any action to enforce any obligation of the debtor Railroad under the Operating Agreement or any other agreement to which the Railroad is a party. These restrictions also may prevent the Trustee from making payments to the holders of the Series 2023A Bonds from funds in the Trustee's possession. The Railroad may be able to reject the Operating Agreement or any other agreement to which it is a party; such a rejection could excuse the Railroad from any further obligations under the agreement that has been rejected and could excuse the other parties to such agreement from any further obligations.

* Preliminary, subject to change.

Payments previously made to the holders of the Series 2023A Bonds may be avoidable as preferential payments, so that the holders would be required to return such payments to the Railroad or to a trustee in bankruptcy. The Railroad may be able, with the approval of the bankruptcy court, but without the consent and over the objections of the Authority, the Cities, the Ports and the holders of the Series 2023A Bonds, to alter the terms of its obligations to pay Use Fees, Container Charges or any other amounts payable by the Railroad and/or to assign its rights and obligations under the Operating Agreement, or any other agreement to which the Railroad is a party, to another entity. The occurrence of any of these, as well as the occurrence of other possible effects of a bankruptcy of a Railroad, could result in significant delays and/or in reductions in payments on the Series 2023A Bonds or other losses to the holders of the Series 2023A Bonds. Regardless of any specific adverse determinations in a Railroad bankruptcy proceeding, the fact of a Railroad bankruptcy proceeding could have an adverse effect on the liquidity and value of the Series 2023A Bonds, notwithstanding the Series 2023A Bonds Insurer's* obligation to continue to pay scheduled debt service on the Insured Series 2023A Bonds when due.

Bond Insurers*

The Series 2023A Bond Insurer is regulated by the New York Department of Financial Services. The rights of creditors of insolvent financial guaranty insurers are governed by the insolvency laws of the states in which insurers are formed (in the case of the State of New York), and not by the Bankruptcy Code. The New York Superintendent of Financial Services has the power to order a financial guaranty insurance company to stop paying claims, or to pay claims only with the permission of the Superintendent, even before the insurance company becomes the subject of a formal insolvency proceeding. Should the Series 2023A Bond Insurer become the subject of an insolvency proceeding under New York insurance law, it may be able to retain its rights to control remedies under the transaction documents and direct the Trustee and its rights to consent to amendment of transaction documents, even if it is insolvent or not paying claims as required by the Series 2023A Bond Insurance Policy. If the Series 2023A Bond Insurer is in an insolvency proceeding, it may be able to require the Authority to reimburse the Series 2023A Bond Insurer before paying amounts due on the Insured Series 2023A Bonds, regardless of what the transaction documents provide. If any of these circumstances occur at any time when the Authority is not making, or is unable to make, payments on the Series 2023A Bonds, there may be delays or reductions in payments on the Series 2022 Bonds. There may be other adverse effects of an insolvency on the Series 2023A Bond Insurer. Regardless of any specific adverse determinations in an insolvency of the Series 2023A Bond Insurer, the fact of an insolvency of the Series 2023A Bond Insurer could have an adverse effect on the liquidity and value of the Series 2023A Bonds.

Similar risks exist with respect to any debt service reserve surety policy that may be obtained by the Authority and with respect to other insurers, such as property and casualty insurers. See “—Limited or No Insurance.”

Seismic Risks, Climate Risk and Other Events of Force Majeure; Limited or No Insurance Coverage

Seismic Risks. The Ports and the Rail Corridor are located within a seismically active area, and damage from an earthquake and/or from a tsunami could range from total destruction of the Rail Corridor and/or of Port facilities, to destabilization or liquefaction of the soils underneath such facilities, to little or no damage at all. The Authority is responsible for earthquake repairs to the Rail Corridor. Six earthquakes, with magnitudes on the Richter scale ranging from 5.9 to 7.3 and within approximately 25 to 27 miles of the Rail Corridor, have occurred within the last 80 years. A number of “active faults” are located within approximately six or seven miles of the Rail Corridor, and three known “potentially active faults” are located within 2.3 miles of the Rail Corridor.

In March 2015, the Uniform California Earthquake Rupture Forecast (the “2015 Earthquake Forecast”) was issued by the Working Group on California Earthquake Probabilities. Organizations sponsoring the Working Group on California Earthquake Probabilities include the U.S. Geological Survey, the California Geological Survey, the Southern California Earthquake Center and the California Earthquake Authority. According to the

* Preliminary, subject to change.

2015 Earthquake Forecast, the probability of the Southern California region experiencing an earthquake measuring 6 or larger on the Richter Scale by 2044 is approximately 100%; an earthquake measuring 6.7 or larger on the Richter Scale by 2044 is approximately 95%; an earthquake measuring 7 or larger on the Richter Scale by 2044 is approximately 76%; an earthquake measuring 7.5 or larger on the Richter Scale by 2044 is approximately 36%; and an earthquake measuring 8 or larger on the Richter Scale by 2044 is approximately 7%. The likelihood of the Los Angeles region experiencing an earthquake measuring 6 or larger on the Richter Scale by 2044 is approximately 96%; measuring 6.7 or larger is approximately 60%; measuring 7 or larger is approximately 46%; measuring 7.5 or larger is approximately 31; and measuring 8 or larger on the Richter Scale by 2044 is approximately 7%.

The Ports', the Railroads' and the Authority's facilities could sustain extensive damage in a major seismic event from ground motion and liquefaction of underlying soils, which damage could include slope failures along the shoreline, pavement and rail displacement, distortions of pavement grades, breaks in utility, drainage and sewage lines, displacement or collapse of buildings, failure of bulkhead walls, and rupture of gas and fuel lines. A major seismic event in Southern California, or elsewhere in the world, also could result in the creation of a tsunami that could cause flooding and other damage, and such damage could materially and adversely affect the condition of the Rail Corridor, Port and Railroad facilities and Revenues. The Ports have advised that, to date, none of their facilities has been damaged in an earthquake or tsunami, but no assurances can be given that Port facilities (or Railroad or Authority facilities) always will be able to withstand the effects of earthquakes or tsunamis. Although the Authority currently carries limited earthquake insurance, neither of the Ports carries earthquake insurance of any kind, although one or both may from time to time set aside some funds for emergencies. The extent of damage and the long-term effects from an earthquake or tsunami, particularly ongoing earthquake activity, may be difficult to determine immediately.

Climate Risk. In May 2009, the California Climate Change Center released a final paper entitled "The Impacts of Sea-Level Rise on the California Coast" that was funded by the California Energy Commission, the California Environmental Protection Agency, the Metropolitan Transportation Commission, the California Department of Transportation and the California Ocean Protection Council. The paper posits that increases in sea level will be a significant impact of climate change over the next century and that future flood risk with sea-level rise could be significant at California's major ports, including the Ports. While noting that, among other things, sea-level rise can reduce bridge clearance, reduce efficiency of port operations or flood transportation infrastructure to and from ports, the paper states that impacts are highly site-specific and somewhat speculative. The Authority is unable to predict whether sea-level rise or other impacts of climate change will occur while the Series 2023A Bonds are Outstanding, and if any such events occur, whether there will be an adverse impact, material or otherwise, on Revenues.

Environmental Risk. Design, construction and operation of the Project are subject to and influenced by or result in a number of environmental considerations. See "THE PORT OF LOS ANGELES—Environmental and Regulatory Matters" in Appendix B and "THE PORT OF LONG BEACH—Environmental Compliance" in Appendix C. In December 2010, a crude oil release was discovered in the Dominguez Channel and nearby storm water drainage systems adjacent to the Rail Corridor. The U.S. Environmental Protection Agency (the "EPA") initially issued orders to several parties to take responsibility for mitigation, investigation and clean-up efforts and containment of the release, including, the Ports and the Authority. The source of the release was discovered to be an oil pipeline owned and operated by Crimson Pipeline Management Company, who assumed responsibility for the release, including repaying the Authority for most of the costs it incurred in connection with the issue through a settlement agreement in 2015.

Other Factors and Events of Force Majeure. The operation and Revenues of the Rail Corridor may be materially adversely affected by the following factors and events, including but not limited to: (i) the duration or extent of the COVID-19 pandemic or another outbreak or pandemic or force majeure event; such as damaging storms, winds and floods, fires and explosions, strikes and lockouts, terrorist attacks, sabotage, wars, blockades, riots and spills of hazardous substances; (ii) any significant act of terrorism on United States soil or against United States interests, for example, or at any port or other major facility anywhere in the world, and the impacts on international trade; (iii) the COVID-19 pandemic or another outbreak or pandemic may disrupt the local, State,

national or global economy, manufacturing or supply chain, or whether any such disruption may adversely impact Authority-related construction, the cost, source of funds, or operations; (iv) the COVID-19 pandemic or another outbreak or pandemic, or the resultant disruption to the local, state, national or global economies, may result in changes in demand for shipping, including long-term changes in consumer behavior and the operations of other businesses, or may have an impact on the shipping industry, generally; and (v) the implementation of new or increased security, safety or environmental measures or other changes in law or regulations, revocation or revision of permits and litigation, among other things. No assurance can be given that such events would be covered by insurance.

Limited or No Insurance. Although the Authority is required to provide insurance, the required insurance policies do not cover damage and delay from all events that could interrupt operation of the Rail Corridor. In particular, either losses resulting from earthquakes, tsunamis, floods or acts of terrorism or from strikes, riot, civil commotion, unforeseen environmental conditions, change of law, bankruptcy and insurer insolvency are not covered by insurance or any insurance that is available may not be in amounts that would be sufficient or be paid in sufficient time in all events (or at all) to pay all of the Authority’s expenses, including debt service on the Bonds. In addition, the availability of insurance coverage could vary from time to time, and there can be no assurance that the Authority will be able to obtain or to renew insurance policies in a timely manner or that the provider of any such insurance coverage always will be willing or able to honor its policies. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Insurance Covenants.”

No assurances can be given that the Authority will be able to repair any damage or will be able to resume operation of the Rail Corridor or that the Ports and Railroads would be able to repair damage to their facilities and resume operations following a significant event of force majeure.

Community, Political and Regulatory Risks

In 2014, legislation was introduced in the California Legislature which proposed to replace the Authority’s existing rights to collect Use Fees and Container Charges under the Use and Operating Agreement with a new system of assessing and collecting fees which would require, among other things, fees to be paid by beneficial owners of cargo rather than by the Railroads, prior to the cargo entering the Rail Corridor, subject to certain exceptions. If enacted, such legislation would have resulted in, among other things, significant legal challenges. The Authority, the Ports and the Los Angeles County Board of Supervisors opposed the legislation on various legal grounds and the legislation was ultimately not referred out of committee nor considered by the California Legislature. There can be no assurance that legislation similar to the foregoing or other adverse legislation will not be introduced or enacted in the future and, if enacted, would not have a material adverse effect on the Authority or the Bonds.

Continued operation of the Project could have considerable local business and community impacts, including noise, vibrations and traffic congestion that over time and as development of surrounding areas increases could trigger protests and objections from nearby communities. Particularly if local structures, waters or grounds near the Project are damaged or polluted whether from operation of the Rail Corridor or because of some other, unrelated cause, such protests and objections could lead to increased regulation and/or to the need for increased capital or operating expenditures, and no assurances can be given that operation of the Rail Corridor will not be severely limited as a result.

The Authority, the Railroads, each of the Ports and each of their permittees and customers are subject to environmental, safety, security, permit and other federal and State regulatory requirements and inspections that can result in delays and in increased costs. The Rail Corridor, for example, is subject to frequent inspections by the FRA and by the California Public Utilities Commission. No assurances can be given that such inspections will not cause or lead to interference in operations or to additional conditions to the continuation of operations.

Cybersecurity

[Subject to Update/Discussion]

The Authority relies on a complex technology environment to conduct its operations. As a recipient and provider of personal, private, and sensitive information, the Authority and its departments and offices face multiple

cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computers and other sensitive digital networks and systems.

Although the Authority has undertaken many emergency preparedness and security improvements, a terrorist attack, cyber breach or significant natural disaster could materially impair operations and revenues. No assurances can be given that the Authority's security and operational control measures will be successful in guarding against any and each cyber threat and attack or that insurance proceeds will be adequate to cover potential liabilities. The results of any attack on the Authority's computer and information technology systems could impact its operations and damage the Authority's digital networks and systems, and the costs of remedying any such damage could be substantial.

No Acceleration of the Series 2023A Bonds

The Indenture contains no provisions for acceleration of the maturity of the Bonds, including the Series 2023A Bonds, after any payment default or after any other default by the Authority. The Indenture permits the issuance of additional Bonds, including variable-rate Bonds that may be secured by letters of credit or other credit facilities. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Additional Bonds." Under certain circumstances, such variable-rate Bonds could be subject to mandatory tenders for purchase or to mandatory redemption at the direction of the bank or other credit enhancer, and the Authority could be required to reimburse such bank or credit enhancer and to retire all of such bonds prior to the payment in full of the Series 2023A Bonds.

Continuing Compliance with Tax Covenants; Changes of Law

The Indenture and the Authority's tax certificate will contain various covenants and agreements on the part of the Authority that are intended to establish and maintain the tax-exempt status of interest on the Series 2023A Bonds. A failure by the Authority to comply with such covenants and agreements, including any remediation obligations, could, directly or indirectly, adversely affect the tax-exempt status of interests on the Series 2023A Bonds. Any loss of tax-exemption could cause all of the interest received by the Owners of the Series 2023A Bonds to be taxable. All or a portion of interest on the Series 2023A Bonds also could become subject to federal and/or State income tax as a result of changes of law. See "TAX MATTERS." The Authority is not required to redeem the Series 2023A Bonds should the interest become taxable.

Potential Future Financings

[The Authority expects to issue its Series 2022 Bonds in [July] 2022] and the Authority is also considering a future financing in Bond Year 2026. The issuance in Bond Year 2026 would be expected to refund certain of the Outstanding Bonds. The Authority intends to continue monitoring its Outstanding Bonds for additional opportunities to better align debt service on the Bonds with estimated future Revenues and to potentially reduce the frequency and amount of future Shortfall Advances, if necessary, through such refunding of Bonds, refinancing and restructuring in order to continue to minimize costs. There can be no assurance that any such future refunding, refinancing, or restructuring will be completed.

THE RAILROADS

[Subject to Update/Confirmation]

The Railroads have agreed to pay Use Fees, Container Charges and M & O Charges in accordance with, and for the term specified in, the Operating Agreement. The Use Fees and Container Charges paid by the Railroads are the primary source of Revenues pledged to the payment of the Bonds, but the Railroads are not responsible for paying, and are not guaranteeing the payment of, the principal or accreted value of, premium, if any, or interest on the Bonds, including the Series 2023A Bonds. The Bonds, including the Series 2023A Bonds, are not secured by a lien on any properties or improvements of the Railroads or by a pledge of any revenues of the Railroads. Although other railroad companies may in the future use the Rail Corridor under certain circumstances, the Railroads are currently, and are expected to remain in the future, the sole users of the Rail Corridor. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations" and "AUTHORITY REVENUES."

Union Pacific and BNSF are Class I freight railroads and are the largest and most profitable railroads in North America. Union Pacific operates across approximately 32,300 route miles serving 23 states in the western two-thirds of the United States and cooperating with other carriers, handles freight to and from the Atlantic Coast, the Pacific Coast, the Southeast, the Southwest, Canada and Mexico. BNSF operates across approximately 32,500 route miles, reaching 28 states and three Canadian provinces.

[Subject to Discussion] Since early 2021, the railroads have experienced a labor shortage, thus creating servicing issues in the rail industry. On April 26, 2022, the U.S. Surface Transportation Board began two days of emergency public hearings regarding the delays and inconsistent service of freight railroads. Since the COVID-19 pandemic, rails have lost about 20 percent of its workforce. The unreliability of freight rails [has and may continue to] adversely impact the Ports' revenues and operations. See "BONDHOLDERS' RISKS – Labor Shortage and Unrest." To curtail these inefficiencies, Union Pacific has hired 450 workers since January 2021 and BNSF plans to hire 1,000 additional workers in calendar year 2022. BNSF and Union Pacific both imposed more stringent attendance rules to ensure enough crew members are present to operate the trains."

BNSF and Union Pacific Corporation, the parent of Union Pacific, currently are subject to the informational requirements of the Exchange Act, and are required to file reports and other information with the Securities and Exchange Commission (the "SEC"). The reports and other information can be inspected and copied at the public reference facility that the SEC maintains, or may be accessed electronically by means of the SEC's home page on the Internet (<http://www.sec.gov>). See "THE RAILROADS" in Appendix D. The Authority is not responsible for and makes no representation concerning information filed by the Railroads. See "BONDHOLDERS' RISKS – Uncertainties of the Railroad Industry" regarding the evolving landscape of the railroads.

The information about the Railroads included or referred to in this Official Statement is derived solely from public information filed by BNSF and by Union Pacific Corporation, the parent of Union Pacific, with the SEC. It is not possible for the Authority to verify all of the information provided by third parties, including the Railroads. The Railroads have not provided the information contained in this Official Statement and have not reviewed this Official Statement. The Authority makes no representations about this information.

Union Pacific

Union Pacific is incorporated in Delaware. All of the issued and outstanding shares of voting stock of Union Pacific are owned, directly or indirectly, by Union Pacific Corporation, a Utah corporation. Union Pacific operates various railroad and railroad-related businesses and is the largest railroad in North America. Union Pacific's approximately 32,300 route miles, traveling through 23 states, link Pacific Coast and Gulf Coast ports to the Midwest and eastern United States gateways and provide several north/south corridors to key Mexican gateways. Union Pacific serves the western two-thirds of the country and maintains coordinated schedules with other carriers for the handling of freight to and from the Atlantic Coast, the Pacific Coast, the Southeast, the Southwest, Canada and Mexico. Export and import traffic is moved through Gulf Coast and Pacific Coast ports and across the Mexican and Canadian borders. The largest of Union Pacific's roughly 10,000 customers include steamship lines, vehicle manufacturers, agricultural companies, utilities, intermodal companies and chemical manufacturers. Union Pacific has approximately 32,000 full-time equivalent employees as of December 31, 2021, of whom approximately 84% are represented by 13 major rail unions. See "THE RAILROADS—Union Pacific Railroad Company" in Appendix D.

BNSF

BNSF, a subsidiary of Berkshire Hathaway, Inc., is also incorporated in Delaware. BNSF engages primarily in the rail transportation business and operates one of the largest railroad systems in North America. BNSF's approximately 32,500 route miles run through 28 states and three Canadian provinces and serve approximately 25 intermodal facilities. BNSF's network serves the Midwest, Pacific Northwest, Western, Southwestern and Southeastern regions and ports of the United States, stretching from major Pacific Northwest and Southern California ports to the Midwest, Southeast and Southwest, and from the Gulf of Mexico to Canada. Freight revenues are generated mainly through the transportation of consumer products, coal, industrial products

and agricultural products. BNSF has approximately 35,000 employees as of December 31, 2021. See “THE RAILROADS—BNSF Railway Company” in Appendix D.

THE PORTS

According to the Pacific Merchant Shipping Association (PMSA), POLA and POLB, combined, handled approximately 20.1 million TEUs during calendar year 2021, as compared to approximately 17.3 million TEUs during calendar year 2020.

POLA is located in San Pedro Bay, approximately 20 miles south of downtown Los Angeles, California, and currently serves approximately 80 shipping companies and agents with facilities that include 270 berthing facilities along 43 miles of waterfront. According to the American Association of Port Authorities, during calendar year 2020, POLA was the busiest container port in North America in terms of containerized cargo volume, handling approximately 10.7 million TEUs. POLA is governed by the Los Angeles Board of Harbor Commissioners. See “THE PORTS” below and “THE PORT OF LOS ANGELES” in Appendix B.

POLB, located adjacent to POLA, is a harbor complex that covers approximately 7,600 acres of land and water and includes all of the harbor facilities of the City of Long Beach, California. POLB includes 31.5 miles of waterfront with approximately 65 deep-water cargo berths. According to the American Association of Port Authorities, during calendar year 2021, the Port of Long Beach was the second busiest container port in North America in terms of cargo volume, handling approximately 9.5 million TEUs. POLB is operated and managed by the Harbor Department of the City of Long Beach. Pursuant to the Charter of the City of Long Beach, exclusive control and management of the Harbor Department of the City of Long Beach has been conferred on the Board of Harbor Commissioners of the City of Long Beach. See “THE PORTS” below and “THE PORT OF LONG BEACH” in Appendix C.

The Ports are obligated only to make the payments required by the Operating Agreement (not to exceed for each Port in any calendar year 20% of the Annual Amount, as defined in the Operating Agreement). The Ports are not responsible for paying, and are not guaranteeing the payment of, the principal or accreted value of, premium, if any, or interest on the Bonds, and neither Port is responsible for paying more than 20% of the Annual Amount. The Operating Agreement provides that under certain circumstances, the Ports will be obligated, severally and not jointly, to pay Shortfall Advances, which are part of the Revenues pledged to the payment of the Bonds, including the Series 2023A Bonds. The payment of Shortfall Advances by the Ports is payable after all of the Ports’ other obligations, including operation and maintenance costs, have been paid. The Bonds are not secured by a lien on any properties or improvements of the Ports or by a pledge of any revenues of the Ports. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations,” “AUTHORITY REVENUES— Shortfall Advances and Other Port Advances” and “BONDHOLDERS’ RISKS—Shortfall Advances Are Limited Subordinate Obligations of the Ports.”

See Appendix B for further information regarding POLA and Appendix C for further information regarding POLB.

The information in this Official Statement about POLA, including in Appendix B, was provided by POLA, and the information in this Official Statement about POLB, including in Appendix C, was provided by POLB. The Authority makes no representation concerning such information. It is not possible for the Authority to verify all of the information provided by third parties, including the Ports.

CONTINUING DISCLOSURE

The Authority and the Ports

The Authority has covenanted for the benefit of the holders and beneficial owners of the Series 2023A Bonds to provide certain financial and operating information not later than April 1 (or June 1 with respect to POLB, on and after the date that the Series 1999 Bonds and the Series 2004A Bonds are no longer Outstanding) of each year in which any Series 2023A Bonds are Outstanding, commencing April 1, 2017 with the report for the 2021-22 Fiscal Year (each an “Annual Report”). In addition, the Authority has covenanted to provide notices of the occurrence of certain enumerated events. In connection with the Authority’s disclosure obligations, each

of the Ports has covenanted for the benefit of the holders and beneficial owners of the Series 2023A Bonds to provide the Authority with certain financial and operating information, not later than March 1 (or May 1 with respect to POLB, on and after the date that the Series 1999 Bonds and the Series 2004A Bonds are no longer Outstanding) of each year in which any Series 2023A Bonds are Outstanding, commencing with the report for the 2021-21 fiscal year. Because POLB's fiscal year ends on September 30 (three months later than POLA's and the Authority's fiscal years, at times information about POLB is filed in a separate supplement to an Annual Report. The Annual Reports are required to be filed by the Authority with the MSRB through its EMMA system. From time to time POLB's audited financial statements are not completed prior to April 1, and in such instances and in compliance with its continuing disclosure obligations, unaudited financial information is included in the form of the Table C-7 in Appendix C titled "PORT OF LONG BEACH COMPARATIVE SUMMARY OF STATEMENTS OF REVENUES AND EXPENSES FISCAL YEARS ENDED SEPTEMBER 30" and the audited financials are provided as soon as they are available. The specific nature of information to be contained in the Annual Report or the notices of enumerated events is summarized in the form of the Continuing Disclosure Certificate in Appendix H. These covenants have been made in order to assist the Underwriters in complying with SEC Rule 15c2-12(b)(5).

In June 2017, S&P lowered the ratings on the insurer of certain of the Authority's Outstanding Senior Lien Bonds and such action lowered the rating on such bonds. The Authority included notice of the ratings on these bonds in its annual continuing disclosure report posted in March 2018.

The Railroads

Each of the Railroads also has covenanted to provide certain financial information for the benefit of the holders and beneficial owners of the Series 2023A Bonds. This information is incorporated in documents filed with the SEC. BNSF has agreed that if in the future it is no longer subject to the informational requirements of Sections 13 or 15(d) of the Exchange Act and Union Pacific has agreed that if in the future neither Union Pacific nor Union Pacific Corporation is subject to the informational requirements of Sections 13 or 15(d) of the Exchange Act, it will notify the Trustee and will furnish certain financial information and operating data to the MSRB through its EMMA system. See "THE RAILROADS" in Appendix D.

TAX MATTERS

Federal Income Taxes

The Internal Revenue Code of 1986, as amended (the "Code"), imposes certain requirements that must be met subsequent to the issuance and delivery of the Tax-Exempt Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Tax-Exempt Bonds. Pursuant to the Master Indenture and the Tax Certificate executed by the Authority, the ("Tax Certificate") the Authority has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Tax-Exempt Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, the Authority has made certain representations and certifications in the Master Indenture and the Tax Certificate. Bond Counsel will not independently verify the accuracy of those representations and certifications.

The Series 2023A Bonds will be delivered on or about [DATE]. Assuming no changes in current law and satisfaction of certain terms and conditions provided in the Forward Delivery Bond Purchase Agreement, as described above, Special Tax Counsel will deliver the opinion substantially in the form appearing in Exhibit ___ of this Preliminary Official Statement on the date of delivery of the Series 2023A Bonds. See "Forward Delivery of the Series 2023A Bonds."

In the opinion of Nixon Peabody LLP, Bond Counsel, under existing law and assuming compliance with the aforementioned covenant, and the accuracy of certain representations and certifications made by the Authority described above, interest on the Tax-Exempt Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code.

State Taxes

Bond Counsel is also of the opinion that interest on the Tax-Exempt Bonds is exempt from personal income taxes of the State of California under present State law. Bond Counsel expresses no opinion as to other State, City or local tax consequences arising with respect to the Tax-Exempt Bonds nor as to the taxability of the Tax-Exempt Bonds or the income therefrom under the laws of any jurisdiction other than the State of California.

Original Issue Discount

Bond Counsel is further of the opinion that the excess of the principal amount of a maturity of the Tax-Exempt Bonds over its issue price (i.e., the first price at which price a substantial amount of such maturity of the Tax-Exempt Bonds was sold to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (each, a “Discount Tax-Exempt Bond” and collectively the “Discount Tax-Exempt Bonds”) constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the Tax-Exempt Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Tax-Exempt Bond and the basis of each Discount Tax-Exempt Bond acquired at such issue price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Tax-Exempt Bonds, even though there will not be a corresponding cash payment. Owners of the Discount Tax-Exempt Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Discount Tax-Exempt Bonds.

Original Issue Premium

Tax-Exempt Bonds sold at prices in excess of their principal amounts are “Premium Tax-Exempt Bonds”. An initial purchaser with an initial adjusted basis in a Premium Tax-Exempt Bond in excess of its principal amount will have amortizable bond premium which offsets the amount of tax-exempt interest and is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Tax-Exempt Bond based on the purchaser’s yield to maturity (or, in the case of Premium Tax-Exempt Bonds callable prior to their maturity, over the period to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). For purposes of determining gain or loss on the sale or other disposition of a Premium Tax-Exempt Bond, an initial purchaser who acquires such obligation with an amortizable bond premium is required to decrease such purchaser’s adjusted basis in such Premium Tax-Exempt Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Tax-Exempt Bonds. Owners of the Premium Tax-Exempt Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Tax-Exempt Bonds.

Ancillary Tax Matters

Ownership of the Tax-Exempt Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad Retirement benefits, individuals seeking to claim the earned income credit, and taxpayers (including banks, thrift institutions and other financial institutions) who may be deemed to have incurred or continued indebtedness to purchase or to carry the Tax-Exempt Bonds. Prospective investors are advised to consult their own tax advisors regarding these rules.

Interest paid on tax-exempt obligations such as the Tax-Exempt Bonds is subject to information reporting to the Internal Revenue Service (the “IRS”) in a manner similar to interest paid on taxable obligations. In addition, interest on the Tax-Exempt Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner’s taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Bond Counsel is not rendering any opinion as to any federal tax matters other than those described in the

opinions attached as Appendix G. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Tax-Exempt Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Changes in Law and Post Issuance Events

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Tax-Exempt Bonds for federal or state income tax purposes, and thus on the value or marketability of the Tax-Exempt Bonds. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the Tax-Exempt Bonds from gross income for federal or state income tax purposes, or otherwise. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the Tax-Exempt Bonds may occur. Prospective purchasers of the Tax-Exempt Bonds should consult their own tax advisors regarding the impact of any change in law on the Tax-Exempt Bonds.

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Tax-Exempt Bonds may affect the tax status of interest on the Tax-Exempt Bonds. Bond Counsel expresses no opinion as to any federal, state or local tax law consequences with respect to the Tax-Exempt Bonds, or the interest thereon, if any action is taken with respect to the Tax-Exempt Bonds or the proceeds thereof upon the advice or approval of other counsel.

ERISA CONSIDERATIONS

The Employee Retirement Income Security Act of 1974, as amended (“ERISA”), imposes certain fiduciary obligations and prohibited transaction restrictions on employee pension and welfare benefit plans subject to Title I of ERISA (“ERISA Plans”). Section 4975 of the Code imposes essentially the same prohibited transaction restrictions on tax-qualified retirement plans described in Section 401(a) and 403(a) of the Code, which are exempt from tax under Section 501(a) of the Code, other than governmental and church plans as defined herein (“Qualified Retirement Plans”), and on Individual Retirement Accounts (“IRAs”) described in Section 408(b) of the Code (collectively, “Tax-Favored Plans”). Certain employee benefit plans such as governmental plans (as defined in Section 3(32) of ERISA) (“Governmental Plans”), and, if no election has been made under Section 410(d) of the Code, church plans (as defined in Section 3(33) of ERISA) (“Church Plans”), are not subject to ERISA requirements. Additionally, such Governmental and Church Plans are not subject to the requirements of Section 4975 of the Code but may be subject to applicable federal, state or local law (“Similar Laws”) which is, to a material extent, similar to the foregoing provisions of ERISA or the Code. Accordingly, assets of such plans may be invested in the Series 2023A Bonds without regard to the ERISA and Code considerations described below, subject to the provisions of Similar Laws.

In addition to the imposition of general fiduciary obligations, including those of investment prudence and diversification and the requirement that a plan’s investment be made in accordance with the documents governing the plan, Section 406 of ERISA and Section 4975 of the Code prohibit a broad range of transactions involving assets of ERISA Plans and Tax-Favored Plans and entities whose underlying assets include plan assets by reason of ERISA Plans or Tax-Favored Plans investing in such entities (collectively, “Benefit Plans”) and persons who have certain specified relationships to the Benefit Plans (“Parties In Interest” or “Disqualified Persons”), unless a statutory or administrative exemption is available. The definitions of “Party in Interest” and “Disqualified Person” are expansive. While other entities may be encompassed by these definitions, they include, most notably: (1) fiduciary with respect to a plan; (2) a person providing services to a plan; (3) an employer or employee organization any of whose employees or members are covered by the plan; and (4) the owner of an IRA. Certain Parties in Interest (or Disqualified Persons) that participate in a prohibited transaction may be subject to a penalty (or an excise tax) imposed pursuant to Section 502(i) of ERISA (or Section 4975 of the Code) unless a statutory or administrative exemption is available. Without an exemption an IRA owner may disqualify his or her IRA.

Certain transactions involving the purchase, holding or transfer of the Series 2023A Bonds might be deemed to constitute prohibited transactions under ERISA and Section 4975 of the Code if assets of the Authority were deemed to be assets of a Benefit Plan. Under final regulations issued by the United States Department of Labor (the “Plan Assets Regulation”), the assets of the Authority would be treated as plan assets of a Benefit Plan for the purposes of ERISA and Section 4975 only of the Code if the Benefit Plan acquires an “equity interest” in the Authority and none of the exceptions contained in the Plan Assets Regulation is applicable. An equity interest is defined under the Plan Assets Regulation as an interest in an entity other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features. Although there is little guidance on this matter, it appears that the Series 2023A Bonds should be treated as debt without substantial equity features for purposes of the Plan Assets Regulation. This determination is based upon the traditional debt features of the Series 2023A Bonds, including the reasonable expectation of purchasers of Series 2023A Bonds that the Series 2023A Bonds will be repaid when due, traditional default remedies, as well as the absence of conversion rights, warrants and other typical equity features.

However, without regard to whether the Series 2023A Bonds are treated as an equity interest for such purposes, though, the acquisition or holding of Series 2023A Bonds by or on behalf of a Benefit Plan could be considered to give rise to a prohibited transaction if the Authority or the Trustee, or any of their respective affiliates, is or becomes a Party in Interest or a Disqualified Person with respect to such Benefit Plan.

Most notably, ERISA and the Code generally prohibit the lending of money or other extension of credit between an ERISA Plan or Tax-Favored Plan and a Party in Interest or a Disqualified Person, and the acquisition of any of the Series 2023A Bonds by a Benefit Plan would involve the lending of money or extension of credit by the Benefit Plan. In such a case, however, certain exemptions from the prohibited transaction rules could be applicable depending on the type and circumstances of the plan fiduciary making the decision to acquire a Bond. Included among these exemptions are: Prohibited Transaction Class Exemption (“PTCE”) 96-23, regarding transactions effected by certain “in-house asset managers”; PTCE 90-1, regarding investments by insurance company pooled separate accounts; PTCE 95-60, regarding transactions effected by “insurance company general accounts”; PTCE 91-38, regarding investments by bank collective investment funds; and PTCE 84-14, regarding transactions effected by “qualified professional asset managers.” Further, the statutory exemption in Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provides for an exemption for transactions involving “adequate consideration” with persons who are Parties in Interest or Disqualified Persons solely by reason of their (or their affiliate’s) status as a service provider to the Benefit Plan involved and none of whom is a fiduciary with respect to the Benefit Plan assets involved (or an affiliate of such a fiduciary). There can be no assurance that any class or other exemption will be available with respect to any particular transaction involving the Series 2023A Bonds, or that, if available, the exemption would cover all possible prohibited transactions.

By acquiring a Series 2023A Bond (or interest therein), each purchaser and transferee (and if the purchaser or transferee is a plan, its fiduciary) is deemed to represent and warrant that either (i) it is not acquiring the Series 2023A Bond (or interest therein) with the assets of a Benefit Plan, Governmental plan or Church plan; or (ii) the acquisition and holding of the Series 2023A Bond (or interest therein) will not give rise to a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or Similar Laws. A purchaser or transferee who acquires Series 2023A Bonds with assets of a Benefit Plan represents that such purchaser or transferee has considered the fiduciary requirements of ERISA, the Code or Similar Laws and has consulted with counsel with regard to the purchase or transfer.

Because the Authority, the Trustee, Underwriters or any of their respective affiliates may receive certain benefits in connection with the sale of the Series 2023A Bonds, the purchase of the Series 2023A Bonds using plan assets of a Benefit Plan over which any of such parties has investment authority or provides investment advice for a direct or indirect fee may be deemed to be a violation of the prohibited transaction rules of ERISA or Section 4975 of the Code or Similar Laws for which no exemption may be available. Accordingly, any investor considering a purchase of Series 2023A Bonds using plan assets of a Benefit Plan should consult with its counsel if the Authority, the Trustee or the Underwriters or any of their respective affiliates has investment authority or

provides investment advice for a direct or indirect fee with respect to such assets or is an employer maintaining or contributing to the Benefit Plan.

Any ERISA Plan fiduciary considering whether to purchase the Series 2023A Bonds on behalf of an ERISA Plan should consult with its counsel regarding the applicability of the fiduciary responsibility and prohibited transaction provisions of ERISA and Section 4975 of the Code to such an investment and the availability of any of the exemptions referred to above. Persons responsible for investing the assets of Tax-Favored Plans that are not ERISA Plans should seek similar counsel with respect to the prohibited transaction provisions of the Code and the applicability of Similar Laws.

LEGAL MATTERS

Legal matters incident to the issuance of the Series 2023A Bonds and with regard to the exclusion of interest on the Series 2023A Bonds from gross income for federal income tax purposes (see “TAX MATTERS”) are subject to the legal opinion of O’Melveny & Myers LLP, Bond Counsel to the Authority, and Nixon Peabody LLP, Special Tax Counsel to the Authority, whose legal services have been retained by the Authority. The signed legal opinion with respect to the Series 2023A Bonds, dated and premised on law in effect as of the date of original delivery of the Series 2023A Bonds, will be delivered to the Authority on the date of issuance of the Series 2023A Bonds. The proposed text of the legal opinion of Bond Counsel is included as Appendix G to this Official Statement. The legal opinion to be delivered may vary from the text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution of it by recirculation of the Official Statement or otherwise shall create no implication that Bond Counsel has reviewed or expresses any opinion concerning any of the matters referred to in the opinion subsequent to its date.

Certain legal matters will be passed upon for the Authority by one of its Co-General Counsel, for POLA by the Office of the Los Angeles City Attorney and for POLB by the Office of the Long Beach City Attorney. Certain legal matters will be passed upon for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth A Professional Corporation. The opinion provided to the Underwriters by their counsel will provide that only the Underwriters may rely upon such opinion.

Sheppard, Mullin, Richter & Hampton LLP serves as Disclosure Counsel to the Authority in connection with certain matters. Sheppard, Mullin, Richter & Hampton LLP undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement and will not render any legal opinions with respect thereto.

O’Melveny & Myers LLP and Nixon Peabody LLP undertake no responsibility for the accuracy, completeness or fairness of this Official Statement and will not render any legal opinions with respect thereto.

The legal opinions and other letters of counsel to be delivered concurrently with the delivery of the Series 2023A Bonds express the professional judgment of the attorneys rendering the opinions or advice regarding the legal issues and other matters expressly addressed therein. By rendering a legal opinion or advice, the firm providing such opinion or advice does not become an insurer or guarantor of the result indicated by that opinion or advice, the transaction on which the opinion or advice is rendered or the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

LITIGATION

There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending against the Authority or, to the best knowledge of the Authority, threatened against or affecting the Authority that would materially adversely impact the Authority’s ability to perform the obligations required of it by the Indenture and the Operating Agreement, or in any way contesting or affecting the validity of the Series 2023A Bonds, the Indenture or the Operating Agreement or wherein an unfavorable decision, ruling or judgment would materially adversely affect the validity or enforceability of the Indenture, the Operating Agreement or the Series 2023A Bonds or otherwise have a material adverse effect on the Authority’s financial position.

RATINGS

[Moody's Investors Service ("Moody's") and S&P Global Ratings ("S&P") are expected to assign their ratings on the Series 2023A Bonds of "[]" and "[]," respectively] with the understanding that upon delivery of the Series 2023A Bonds, the Series 2023A Bond Insurance Policy will be issued by the Series 2023A Bond Insurer as described herein.] Certain information was supplied by the Authority and the Ports to such rating agencies to be considered in evaluating the Series 2023A Bonds, some of which has not been included in this Official Statement. [Generally, rating agencies base their ratings on information and materials furnished to them and on their own investigations, studies and assumptions.

The foregoing ratings express only the views of the rating agencies and are not a recommendation to buy, sell or hold any of the Series 2023A Bonds. An explanation of the significance of each of the ratings may be obtained from the rating agency furnishing the rating. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agencies, or any of them, if, in their or its judgment, circumstances so warrant. Any downward revision or withdrawal of ratings, or other actions of a rating agency relating to its rating of the Series 2023A Bonds, may have an adverse effect on the market price, marketability or liquidity of the Series 2023A Bonds.

The Authority expects to furnish each rating agency with information and material that it may request. The Authority, however, assumes no obligation to furnish requested information and materials, and may issue debt for which a rating is not requested. Failure to furnish requested information and materials, or the issuance of debt for which a rating is not requested, may result in the suspension or withdrawal of a rating on the Series 2023A Bonds.

None of the Underwriters, the Authority, the Ports or the Railroads undertakes any responsibility to assure the maintenance of the ratings or to oppose any revision or withdrawal thereof.

UNDERWRITING

The Series 2023A Bonds are to be purchased from the Authority by J.P. Morgan Securities LLC, RBC Capital Markets, LLC, Goldman Sachs, & Co. LLC, Ramirez Co., Inc., and Siebert Williams Shank & Co., LLC (collectively the "Underwriters") at an aggregate purchase price of \$_____ (representing the aggregate principal amount of the Series 2023A Bonds, plus original issue premium of \$_____ and less an Underwriters' discount of \$_____), all subject to the terms of a Bond Purchase Agreement (the "Bond Purchase Agreement") between the Authority and the Underwriters. The Bond Purchase Agreement provides that the Underwriters will purchase all of the Series 2023A Bonds if any are purchased and that the obligation to make such purchase is subject to certain terms and conditions set forth in the Bond Purchase Agreement, including the approval by counsel of certain legal matters.

The Underwriters intend to offer the Series 2023A Bonds for sale at the prices or yields set forth on the inside cover page hereof. Such initial public offering prices or yields may be changed from time to time by the Underwriters without prior notice. The Underwriters may offer and sell the Series 2023A Bonds to certain dealers, unit investment trusts or money market funds at prices lower than or at yields higher than the public offering prices or yields stated on the inside cover page.

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

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities

and instruments. Such investment and securities activities may involve securities and instruments of the Authority, including Bonds being refunded, either or both of the Ports and either or both of the Railroads.

FINANCIAL STATEMENTS

The audited financial statements of the Authority as of and for the fiscal years ended June 30, 2020 and 2021 are included in Appendix A. The Authority's financial statements as of and for the year ended June 30, 2020, before restatement, were audited by KPMG LLP, independent auditor. The Authority's financial statements as of and for the year ended June 30, 2020 and 2021 have been audited by Moss Adams LLP, independent auditor, as stated in their report appearing therein. Moss Adams LLP has not been engaged to perform and has not performed, since the date of its report appearing in Appendix A, any procedures on the financial statements addressed in that report. Moss Adams LLP also has not performed any procedures relating to this Official Statement. Moss Adams LLP has not examined, compiled or performed any procedures with respect to Revenues or other forecasts included in this Official Statement and, accordingly, expresses no opinion or any other form of assurance with respect thereto.

The audited financial statements of POLA for the fiscal years ended June 30, 2020 and 2021 and the report of the independent auditor dated December 6, 2021 were provided by POLA for inclusion in Appendix B. Moss Adams LLP, the independent auditor, has not been engaged to perform and has not performed, since the date of its report included in Appendix B, any procedures on the financial statements of POLA addressed in that report. Moss Adams LLP also has not performed any procedures relating to POLA's information included in this Official Statement.

The audited financial statements of POLB for the fiscal year ended September 30, 2021 and the report of the independent auditor dated March 29, 2022 were provided by POLB for inclusion in Appendix C. KPMG LLP, the independent auditor, has not been engaged to perform and has not performed, since the date of its report included in Appendix C, any procedures on the financial statements of POLB addressed in that report. KPMG LLP also has not performed any procedures relating to POLB's information included in this Official Statement.

The Independent Auditors' reports contained in this Official Statement relate only to historical financial information specifically set forth or referred to therein.

MUNICIPAL ADVISOR

PFM Financial Advisors LLC has acted as the Municipal Advisor to the Authority in connection with the issuance of the Series 2023A Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement. PFM Financial Advisors LLC is an advisory firm and is not engaged in the business of underwriting or distributing municipal or other public securities.

MISCELLANEOUS

The purpose of this Official Statement is to supply information to potential investors in the Series 2023A Bonds. The summaries provided in this Official Statement, including the appendices, do not purport to be comprehensive or definitive, and all references to the documents summarized are qualified in their entirety by reference to each such document. All references to the Series 2023A Bonds are qualified in their entirety by reference to the forms thereof and the information with respect thereto included in the aforesaid documents. Copies of the documents referred to herein are available from the Authority upon written request submitted to the attention of Kevin Scott, Chief Financial Officer, at the address shown on the third page of this Official Statement or by facsimile at (562) 247-7090.

[Remainder of page intentionally blank]

Statements in this Official Statement, including matters of opinion, projections and forecasts, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the Authority or the Underwriters and the purchasers of the Series 2023A Bonds. The Authority has authorized the preparation, execution and distribution of this Official Statement.

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

By _____
Chief Executive Officer

APPENDIX A

THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

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ORGANIZATION AND MANAGEMENT OF THE AUTHORITY

Introduction; The Authority

The Authority is a joint exercise of powers authority created by the City of Long Beach, California and the City of Los Angeles, California (collectively, the “Cities”) pursuant to the Joint Exercise of Powers Act, California Government Code Section 6500 and following (as it may be amended and supplemented, the “Act”), and organized under an Amended and Restated Joint Exercise of Powers Agreement, dated as of December 18, 1996, as amended (the “Joint Powers Agreement”), between the Cities.

The Authority was created primarily for the purpose of acquiring, constructing, financing and operating a consolidated transportation corridor, which includes the Rail Corridor, and is authorized by the terms of the Joint Powers Agreement to conduct such activities. As amended in 2006, the Joint Powers Agreement provides that its term will expire on the earlier of June 30, 2064 and June 30 of the second calendar year following the calendar year in which the Use Fees Termination Date (as defined in the Operating Agreement) occurs. See “AUTHORITY REVENUES—Collection of Use Fees and Container Charges; Revenue Verification System.”

The Authority’s mission is to facilitate the safe and efficient movement of goods in partnership with the City of Los Angeles, acting by and through its Board of Harbor Commissioners (the “Port of Los Angeles” or “POLA”), the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” or “POLB” and together with POLA, the “Ports”), Union Pacific Railroad Company (“Union Pacific”) and BNSF Railway Company, formerly known as The Burlington Northern and Santa Fe Railway Company (“BNSF” and, together with Union Pacific, the “Railroads”). The Authority’s principal responsibilities include dispatching trains, security and maintenance of the infrastructure of the Rail Corridor and related projects (collectively, the “Project”), and the collection of fees from the Railroads for the use of the Rail Corridor to pay operating costs and debt service on the Bonds.

In 1998, the Authority entered into the Alameda Corridor Use and Operating Agreement, dated as of October 12, 1998 (as amended as of July 5, 2006, the “Original Agreement”), with POLA, POLB, Union Pacific and BNSF provide for, among other things, the design, construction, operation, repair and maintenance of the Project. In 2016, the Authority, the Ports and the Railroads entered into the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Operating Agreement”), which replaced and superseded the Original Agreement.

Governing Board

The Authority is administered by a Governing Board of seven representatives, each serving in his or her individual capacity as a Governing Board member and each having a designated alternate. Two representatives are appointed by POLB, with at least one of the two being a member of its Board of Harbor Commissioners. POLA also appoints two representatives – one representative who is a member of its Board of Harbor Commissioners and the Executive Director of the Los Angeles Harbor Department as its second representative. The fifth representative is the elected councilperson representing the harbor district of the City of Los Angeles, and the sixth representative is a councilperson from the City of Long Beach, appointed by the Mayor of Long Beach. The final representative is appointed by the Los Angeles County Metropolitan Transportation Authority. The current representatives serving on the Governing Board are listed on the inside cover of the Official Statement.

Authority Management

The following individuals serve as officers for the Authority and oversee the day-to-day management of the Authority. In addition, Heather M. McCloskey, Deputy City Attorney of the Los Angeles City Attorney’s office, and David Albers, Deputy City Attorney of the City of Long Beach, serve as Co-General Counsel of the Authority.

Michael Leue, Chief Executive Officer. The Authority’s Board appointed Michael Leue as the Chief Executive Officer in March 2020. Mr. Leue has a working knowledge of the San Pedro Bay Rail complex and

railroad industry, and has a 40-year career in port and railroad engineering and executive experience at Fortune 500 companies, most recently having worked at AECOM and Parsons Corporation. While employed in the private sector, Mr. Leue worked on rail operations planning and engineering on the Corridor beginning in the early 1990's.

Kevin Scott, Chief Financial Officer. The Authority's Board appointed Kevin Scott as the new Chief Financial Officer in July 2020. Mr. Scott has a 35-year career as a public finance investment banker, financial advisor and public policy consultant to many government agencies in the municipal bond sector. Prior to his appointment to the Authority, Mr. Scott most recently served as an independent advisor and provided financial, strategic, and management advisory services to public sector clients including the Port of Los Angeles, Los Angeles World Airports, City of Los Angeles and the County of Los Angeles. Mr. Scott has also had direct public sector employment as executive director of a bipartisan "fiscal watchdog" commission of the State of California. During this time, he transformed the commission into a key source of budget and economic information by offering credible, insightful, and timely forecasts. Mr. Scott holds a Bachelor of Arts degree in economics and Latin American studies from Claremont McKenna College, a Master's degree in business administration from the Harvard Business School and a Master's Degree in public policy from the Harvard Kennedy School.

Marla Bleavins, Treasurer. In January 2016, Ms. Bleavins was appointed as Treasurer of the Authority. In addition to serving as Treasurer of the Authority, Ms. Bleavins serves as the Deputy Executive Director and Chief Financial Officer of the Port of Los Angeles. In these roles, Ms. Bleavins manages POLA's financial affairs, which include accounting, financial planning and analysis, debt and treasury, risk management, audit, human resources, and contracts and purchasing functions. She previously served as the Assistant General Manager for Finance and Administration at the City of Los Angeles Department of Convention and Tourism Development. Prior to that, she served as a Project Manager and Debt and Treasury manager at Los Angeles World Airports. Ms. Bleavins began her career at the City of Los Angeles as a Budget Analyst and then as a Finance Specialist in the Office of the City Administrative Officer. During her tenure with the City, she managed approximately \$7 billion in bond financings that funded capital projects at Los Angeles International Airport and throughout the City. Ms. Bleavins holds a Bachelor of Arts degree in public policy and political science from Stanford University and a Master's degree in business administration from the Wharton School at the University of Pennsylvania.

Staffing

The Authority has periodically adjusted staff count to meet its needs, as its focus moved from construction to operations, maintenance and financial management. Currently, the Authority has 11 full-time-equivalent employees and contracts with the Cities, the Railroads and the Alameda Corridor Engineering Team ("ACET") for additional services. ACET is a joint venture comprising AECOM, Moffatt & Nichol Engineers, Jenkins, Gales and Martinez, Inc., and TELACU Construction Management, Inc. and provides day-to-day professional services related to management and engineering. ACET provides approximately 7 full-time-equivalent support positions, including environmental engineering, contract administration, utility and right-of-way services and engineering support. The scope of ACET services is approved by the Governing Board as part of the Authority's annual budget process. ACET shares office space with the Authority and pays approximately half the rent. Originally a 10-year agreement, the Authority's contract with ACET has been amended from time to time to extend its term, most recently on June 10, 2021. See "THE RAIL CORRIDOR AND RELATED PROJECTS—Maintenance and Operation of the Rail Corridor."

THE RAIL CORRIDOR AND RELATED PROJECTS

The Rail Corridor became operational on April 15, 2002, and in May 2002 the Authority, the Ports and the Railroads authorized the expansion of the Project to include the development and construction of a number of additional, related improvements. The Indenture defines the "Project" as the Rail Corridor and certain related improvements and permits the Authority to undertake from time to time additional extensions, enhancements, related improvements and replacements of the Project approved by the Authority, the Ports and the Railroads.

As described below, some of these improvements have been completed or are underway; others have been postponed indefinitely or have been deleted from the scope of the Project.

The Rail Corridor

The Rail Corridor consists of a 20-mile long, multiple-track rail system that links the rail tracks at the Ports with the transcontinental rail routes near downtown Los Angeles, California and certain structures, roadways and other improvements. The Rail Corridor consolidated the freight rail traffic from 90 miles of pre-existing rail lines onto an integrated system separated from non-rail traffic.

The Rail Corridor consists of three segments referred to as: the South End (the “South End Segment”), the North End (the “North End Segment”) and connecting the North End Segment and the South End Segment, the Mid-Corridor (the “Mid-Corridor Segment”).

The South End Segment connects the Rail Corridor to the Ports and extends from State Route 91 (the Artesia Freeway) in the City of Compton to the connections to the Ports. The South End Segment of the Rail Corridor was constructed at grade, with the roadways crossing on bridge structures. The South End Segment also includes a connection to the pre-existing Intermodal Container Transfer Facility (the “ICTF”) just south of Interstate 405 and connections to the Ports at three locations: Terminal Island, POLB’s facilities and POLA’s West Basin area.

The North End Segment connects the Rail Corridor to the central rail yards near downtown Los Angeles. The North End Segment includes connections to pre-existing Railroad main rail lines near their respective downtown rail yards, grade separations of passenger rail lines that cross the Rail Corridor and roadway bridge structures. The North End Segment also includes the Los Angeles River Bridge.

The Mid-Corridor Segment, the largest segment of the Rail Corridor extends approximately ten miles from Santa Fe Avenue in Los Angeles, south to State Route 91 (the Artesia Freeway) in the City of Compton. Originally, the Mid-Corridor Segment was a double-track segment built in a trench, approximately 30 feet deep and 50 feet wide, parallel to Alameda Street. In December 2002, the Railroads completed construction of a third track in the trench, to be used and operated as part of the Mid-Corridor Segment. See “—The Use Permit and the Operating Agreement—Reserve Account.” The trench was designed to allow freight trains to travel at a level completely separated from roadway traffic. In addition, 29 pre-existing cross streets pass over the trench on highway bridges, and two pre-existing rail branch lines cross the trench on rail bridges. The Mid-Corridor Segment also includes a rail line (the “By-pass Track”) immediately east of the pre-existing tracks and the trench. The By-pass Track, which the Authority sold to Union Pacific in 2008, runs along approximately six miles of the trench right-of-way from Firestone Boulevard in Los Angeles south to State Route 91. The Authority does not receive any Revenues with respect to the use of the By-pass Track nor is it responsible for maintaining the By-pass Track.

[Subject to update] The maximum capacity of the Rail Corridor, as estimated by the San Pedro Bay Ports Rail Study (Parsons, 2010 for POLB and POLA) (the “2010 Rail Study”), is 186 train movements per day, which included 113 intermodal trains with a carrying capacity of 18 to 22 million TEUs per year depending on average train length. [The 2010 Rail Study also estimated approximately 13.6 million TEUs per year by calendar year 2040, which is about 60% of the Rail Corridor’s estimated maximum capacity.]

Prior Transloading Issues

Service on the Rail Corridor began in April 2002. In early 2003, after several months of operations and revenue collections, the Authority became aware that revenues were less than originally forecast and were being collected on a smaller-than-expected percentage of Port container throughput, approximately 31% of the containers passing through the Ports instead of the expected 50%. Consultants commissioned by the Authority determined that in the years after the original Operating Agreement was signed and the first Bonds were issued, an industry practice known as “transloading” had taken hold. Cargo that formerly would have left the Southern California area by rail in their original international containers increasingly was being trucked to distribution centers for consolidation into larger domestic containers before leaving the area. The Authority’s consultants estimated that for every three 20-foot equivalent units (“TEUs,” the standard international measurement for

cargo containers) leaving the Southern California area, two were leaving in their original containers (referred to as “intact”) and one was leaving after being transloaded.

The Authority determined that transloading was responsible for most of the reduction in the portion of Port cargo for which the Authority was collecting fees under the Original Agreement and estimated that if the ratio of intact to transloaded cargo continued, the Authority would lose approximately \$1.5 billion in revenue between 2003 and 2025. The Railroads disputed the Authority’s position that reloaded containers were subject to charges under the Original Agreement, and between November 2004 and May 2006, negotiations and then formal mediation proceedings ensued to resolve the dispute. In 2006, a settlement was reached and the Original Agreement was amended to provide for a permanent \$0.90/TEU increase in the Use Fees and Container Charges, an increase in the maximum annual inflation adjustment, a 25-year extension of the term of the Original Agreement, and an additional fee in the event Shortfall Advances had to be paid.

The Operating Agreement (which replaced the Original Agreement in 2016) provides that the Use Fees are to be increased, effective on January 1 of each year, based on changes in the CPI for the 12-month period ended the preceding October 31, but provides that in no event will such an increase be less than 1.5% or greater than 4.5% in any given calendar year. As of January 1, 2022, the Surcharge was adjusted to \$1.46 per TEU. See “AUTHORITY REVENUES,” “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS—Flow of Funds,” “AUTHORITY REVENUES—Shortfall Advances” and “BONDHOLDERS’ RISKS—Uncertainties of the Shipping Industry.”

Related Projects

In May 2002, the Authority, the Ports and the Railroads amended the definition of the “Project” pursuant to the Original Agreement to include ten additional projects for study or construction. The purpose of the additional projects was to enhance operation of the Rail Corridor.

Two projects, the Intermodal Container Transfer Facility (ICTF) Tail Track and the West Alameda St. Storage Yard, were cancelled. Five projects, the Watson Lead Tracks, the ICTF Lead Tracks, the Thenard Connection, the Thenard Wye Tracks and Additional Port Control Points, were completed. The Pacific Coast Highway Project was completed in 2004, and project close-out with final property transfers occurred in 2022. The Cerritos Channel Rail Bridge Project was postponed indefinitely after the feasibility and seismic evaluation was completed and, if resumed, is to be taken over by the Ports. The SR-47 Project was initially comprised of two segments and involved feasibility studies, preliminary engineering and environmental document preparation only, all of which are complete. The construction of the first SR-47 Project segments is substantially complete and is being managed by the California Department of Transportation. The Authority’s obligation is limited to providing environmental mitigation and third-party property acquisitions and utility coordination work for the Schuyler Heim Bridge.

Union Pacific is replacing an existing track connection to the Rail Corridor from the south end of its Dolores Yard to improve access to and from the Ports. The project is scheduled to be built in 2022-2023 at Union Pacific’s expense.

The Use Permit and the Operating Agreement

In connection with the Project, the Ports and the Authority entered into a Use Permit (the “Use Permit”) pursuant to which the Ports granted to the Authority use of the Property (as defined in Appendix E) to develop, construct and operate the Rail Corridor. The term of the original Use Permit commenced on December 15, 1998 and is scheduled to expire on the earliest of December 14, 2048 (50 years after the commencement date), the date the Operating Agreement is terminated (but only if payment of the Bonds has been made or provided for) or the date the Authority ceases to exist. As amended in 2006, the Joint Powers Agreement provides that its term will expire on the earlier of June 30, 2064 and June 30 of the second calendar year following the calendar year in which the Use Fees Termination Date (as defined in Appendix E) occurs. See “THE AUTHORITY” and “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE PERMIT” in Appendix E.

The Operating Agreement governs the administration, operation and maintenance of the Rail Corridor and, as described above, the collection and application of Use Fees, Container Charges, M & O Charges and Shortfall Advances. The Operating Agreement also provides for access by the Railroads to the Rail Corridor and to certain Port-Owned Tracks provides for the operation, repair and maintenance of the Rail Corridor; establishes M & O Charges; provides for the remedies available with respect to a default thereunder; and limits the rights of the parties thereto to assign the Operating Agreement. See “AUTHORITY REVENUES,” “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations” and “—Insurance Covenants” and “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT” in Appendix E.

Maintenance and Operation of the Rail Corridor

Operating Agreement. Operation of the Rail Corridor is governed by the Operating Agreement, which was amended and restated in 2016 to update the arrangements under which the parties to the Operating Agreement oversee and administer the operation of the Project. The updates included in the amended and restated Operating Agreement included replacing the Alameda Corridor Operating Committee (“Operating Committee”), which had been comprised of representatives from each Port and each Railroad, with direct decision-making authority by the Ports and the Railroads for the management of the maintenance and operations of the Rail Corridor. Pursuant to the Operating Agreement, except for certain specified matters, decisions are made through a mutual agreement process requiring approval by at least three of the following parties: the Port of Los Angeles, the Port of Long Beach, BNSF Railway Company and Union Pacific Railroad Company (“Mutual Agreement”). Unless otherwise specified in the Operating Agreement, if a determination by Mutual Agreement cannot be reached by the relevant parties under the Operating Agreement, the relevant matter may be submitted to mediation.

For additional detail regarding the mutual agreement process and maintenance and operation of the Rail Corridor, see “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Mutual Agreement” in Appendix E.

M & O Charges. Subject to the limitations specified in the Operating Agreement, each Railroad is charged a Pro Rata Portion of certain maintenance and operation expenses (referred to in the Operating Agreement as “M & O Charges”) in connection with its use of the Rail Corridor and the Port-Owned Tracks. M & O Charges include, generally and without limitation, the annual costs of operating, maintaining and repairing the Rail Corridor and the Port-Owned Tracks and related facilities and equipment, property taxes, and insurance premiums and deductibles, but do not include certain items specified in the Operating Agreement, including replacement costs (except to the extent that the Ports and Railroads determine through Mutual Agreement that such costs are not properly included in Capital Expenses), costs to remediate hazardous material conditions resulting from the activities of parties other than the Railroads (or their employees, contractors, shippers, or invitees), or certain liability insurance premiums or deductibles.

As described below, to the extent funds are available, non-rail maintenance costs (approximately \$7,856,938 million in fiscal year 2021) are paid from the reserve account funded by Use Fees and Charges and are not charged to the Railroads. M & O Charges are not pledged to, and are not available for, payment of the principal or accreted value of, premium, if any, or interest on the Bonds, including the Series 2022 Bonds. “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT” in Appendix E.

In addition, the Operating Agreement provides that each Railroad is individually responsible, at its sole cost and expense, for maintaining, repairing and operating facilities, signals, structures and property that are exclusively used or operated by such Railroad or that exclusively benefit such Railroad. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Use Fees, Container Charges and M & O Charges” in Appendix E.

The Operating Agreement requires that the annual plan and budget approved by the Ports and Railroads through Mutual Agreement set forth the estimated M & O Charges for the coming calendar year. These budgeted M & O Charges are to be divided by the number of full or partial calendar months in such calendar

year to obtain a monthly amount (the “Monthly Amount”). If the Ports and the Railroads through Mutual Agreement modify the budgeted M & O Charges during a year, the Monthly Amount is to be adjusted to reflect the revised budget, with any increase or decrease in the budget spread over the remainder of the year.

Each Railroad is required under the Operating Agreement to pay an amount each month equal to (i) the applicable Monthly Amount, multiplied by (ii) such Railroad’s Pro Rata Portion during the immediately preceding calendar year. The Operating Agreement provides that any payment of M & O Charges not made when due shall bear interest at the Overdue Rate until paid. If, by January 1 of a given year, a plan and budget for such calendar year has not been approved through Mutual Agreement, the prior calendar year’s plan and budget will apply, and the Railroads will pay the Monthly Amount in accordance with such prior year’s plan and budget until a final plan and budget for the current calendar year is approved through Mutual Agreement.

In calendar years 2020 and 2021, the Monthly Amount was approximately \$516,618 and \$579,279, respectively. In addition, the Railroads paid approximately \$1,340,843 million and \$1,484,893 million in calendar years 2020 and 2021 for insurance premiums. The annual plan and budget prepared by the Ports and Railroads estimates M & O Charges of approximately \$8,776,662 for calendar year 2022, resulting in a Monthly Amount of \$731,389 in addition to insurance premiums..

Except as expressly provided in the Operating Agreement, neither the Authority nor either of the Ports is responsible for the payment of any M & O Charges. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Use Fees, Container Charges and M & O Charges” in Appendix E.

Capital Expenses and Non-Rail Maintenance and Capital Improvement Charges. The Operating Agreement requires the Authority’s annual plan and budget for the Rail Corridor, as approved through a Notice of Mutual Agreement (“NMA”) by the Parties, to contain a separate subplan and sub-budget for, among other things, Capital Expenses and Non-Rail Maintenance and Capital Improvement Charges.

“Capital Expenses” includes the costs and expenses incurred in making any capital improvements or betterments and, in certain cases, replacements to the Rail Corridor (other than certain “Non-Rail Components” as defined in the Operating Agreement, including the retaining walls, barrier walls, embankments, support structures of and for the trench portion of the Rail Corridor, and the structural portions of the bridges and overpasses over the trench portion of the Rail Corridor). “Non-Rail Maintenance and Capital Improvement Charges” includes, under certain circumstances, annual maintenance and capital improvements and replacements of the Non-Rail Components, together with capital replacement of any rail bridge over the Rail Corridor. Capital Expenses and Non-Rail Maintenance and Capital Improvement Charges are to be paid from the Reserve Account described below, to the extent sufficient funds are available.

For calendar year ended December 31, 2021, Capital Expenses and Non-Rail Maintenance and Capital Improvement Charges were budgeted at \$7,856,938 million, down 2.8% from calendar year 2020. Capital costs of \$8,081,728 million were budgeted for calendar year ending December 31, 2020, and approximately \$7,151,552 million of additional capital costs are expected to be incurred in calendar years 2022 and later.

Reserve Account. Pursuant to the Operating Agreement, the Authority established the Reserve Account to pay, as provided in the Operating Agreement, Capital Expenses, Non-Rail Maintenance and Capital Improvement Charges and, if approved through NMA by the Parties, M & O Charges to the extent such charges have not been paid by the Railroads and sufficient funds are not otherwise available therefor. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Flow of Funds,” “AUTHORITY REVENUES” and “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Reserve Account” in Appendix E. **The Reserve Account is not pledged to, and is not available for, payment of the principal or accreted value of, premium, if any, or interest on the Bonds, including the Series 2022 Bonds.**

Subject to the limits set forth in the Operating Agreement, the Reserve Account is funded over time from Use Fees and Container Charges remaining each year in accordance with the Flow of Funds until the Reserve Account reaches (or is restored to) the then-current target amount for the Reserve Account (the

“Reserve Account Target”). The Reserve Account Target may be adjusted by the Parties as set forth in the Operating Agreement. Once the Reserve Account Target has been met, Use Fees and Container Charges are to be added to the Reserve Account only to the extent necessary to restore the balance therein to the then-current Reserve Account Target.

As of December 31, 2021, the cash balance credited to the Reserve Account was approximately \$15,033,097 million and through December 31, 2021 the Reserve Account Target is \$15.0 million. For calendar year 2022, the Authority has budgeted approximately \$7,151,552 million of capital expenses to be paid from the Reserve Account.

If funds in the Reserve Account are insufficient to cover Capital Expenses, Non-Rail Maintenance and Capital Improvement Charges and certain other types of expenses and charges described in the Operating Agreement, each Railroad is required to pay its Pro Rata Portion of such expenses and/or charges on a gross ton-mile basis. See “SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE AND OPERATING AGREEMENT—Reserve Account” in Appendix E.

Initially, the Railroads had the right to elect to make capital improvements or betterments to the Rail Corridor that the Railroads deemed necessary or appropriate (“Additional Capital Improvements”), provided that the aggregate cost of such improvements did not exceed \$15 million to be paid from the Reserve Account. Pursuant to a Waiver and Release of Rights under Section 8.6 of the Use and Operating Agreement, dated as of May 22, 2002 (the “Waiver”), by and between the Railroads and the Authority, the Railroads withdrew approximately \$6 million from the Reserve Account (which amount was pre-funded by Port Advances) for the Railroads’ construction of the third track in the Mid-Corridor Segment. See “THE RAIL CORRIDOR AND RELATED PROJECTS—The Rail Corridor.” As a condition to the pre-funding of the Reserve Account, the Railroads agreed to waive their right to use any additional funds from the Reserve Account for Additional Capital Improvements.

Additional Agreements Relating to Maintenance and Operation of the Rail Corridor. Pursuant to the Operating Agreement, the Authority, at the direction of the Parties, entered into the following agreements with the Railroads and with other third parties relating to the operation and maintenance of the Rail Corridor: (i) an Alameda Corridor Dispatching Agreement dated as of January 30, 2002 (as amended, the “Dispatching Agreement”), between the Authority and the Railroads; (ii) an Alameda Corridor Maintenance Agreement (Rail Corridor and Non-Rail Components), dated May 1, 2019 (as amended, the “Maintenance Agreement”) between the Authority and RailWorks Track Services, Inc. (“RailWorks”); and (iii) an Alameda Corridor Police and Security Services Agreement dated as of October 15, 2002 (the “Security Services Agreement”), between the Authority and the Railroads. Upon the expiration of such agreements, the Authority may, at the direction of the Parties, enter into replacement agreements or extend the respective terms of the existing agreements in accordance with the Operating Agreement. Except as noted below, all costs and expenses incurred by the Authority pursuant to such agreements are treated as M & O Charges and are required to be paid by the Railroads as part of M & O Charges.

The Maintenance Agreement. Pursuant to the Maintenance Agreement, RailWorks provides maintenance services for the Rail Corridor, the real property comprising the Rail Corridor, and for certain Non-Rail Components, including but not limited to (i) the walls, retaining walls, embankments, barrier walls, fence structures and fencing and support structures, drainage facilities (including two storm water pump stations) and emergency drop ladders and related equipment of and for the trench portion of the Rail Corridor, (ii) the structural portions of the Washington Avenue Grade Separation Bridge and the Henry Ford Avenue Grade Separation Bridge, and (iii) the Automatic Equipment Identification reader system equipment. On September 1 of each contract year, RailWorks is required to submit to the Authority for approval a proposed maintenance plan and budget with respect to the Rail Corridor and the Non-Rail Components (as approved by the Authority, the “Approved Maintenance Plan”). Services provided by RailWorks include, among other things, (i) preventative maintenance of the Rail Corridor and the Non-Rail Components, (ii) repair of damage to the Rail Corridor and the Non-Rail Components caused by vandalism and (iii) the planning, purchasing, storage, distribution and control of all materials required to perform the maintenance services, maintenance of

inventories and emergency response activities (the “Services”) set forth in the Maintenance Agreement. RailWorks is required to perform all Services in accordance with the maintenance standards set forth in the Maintenance Agreement and is paid a maintenance fee as and when expenses are incurred in accordance with the Approved Maintenance Plan. Work not included in the Approved Maintenance Plan is required to be submitted as a Contract Task Order (a “CTO”) and is subject to approval by the Authority. The Authority’s maximum cumulative payment obligation under the Maintenance Agreement for each contract year is the amount stated in the then-effective Approved Maintenance Plan, as amended and supplemented by the total of all approved CTOs. Unless terminated earlier, the term of the Maintenance Agreement is scheduled to expire on April 14, 2024. If a replacement maintenance contractor is not selected by April 14, 2024, the term will automatically renew until the earlier of April 14, 2025 or the date a new contractor is hired by the Authority. In addition, the Authority has the right to extend the Maintenance Agreement for an additional 5-year term.

The Dispatching Agreement. The Use and Operating Agreement requires the Authority to provide dispatching services and since 2002, the Authority has contracted with Union Pacific and BNSF as the Corridor Dispatcher for train and equipment movements along certain portions of the Rail Corridor. Among other duties, the Corridor Dispatcher is responsible for dispatching trains to and from the Rail Corridor in order of priority set forth in the Dispatching Agreement, scheduling closures of certain tracks for maintenance services, and diverting trains to other routes in the event of a significant delay on the Rail Corridor. Under the Dispatching Agreement, the Corridor Dispatcher is required to provide the Authority with a monthly report regarding any significant delays on the Rail Corridor during the prior month. The Dispatching Agreement also provides that, on or before August 1 of each year, the Corridor Dispatcher is required to submit to the Authority for approval a budget specifying, among other items, (i) capital expenditures (which, as used in the Dispatching Agreement, has the meaning assigned to the term “Capital Expenses” in the Operating Agreement), if any, that the Corridor Dispatcher expects to be made in the next calendar year, and (ii) an estimated budget for performing the dispatching services. All costs and expenses of the Corridor Dispatcher are treated as M & O Charges and are to be paid by the Railroads as part of M & O Charges, except that expenses incurred to acquire, upgrade, or replace any dispatching equipment, if approved by the Parties as a capital expenditure (which, as used in the Dispatching Agreement, has the meaning assigned to the term “Capital Expenses” in the Operating Agreement), are to be paid from the Reserve Account. The term of the Dispatching Agreement commenced on April 15, 2002, and the most recent extension period expired on April 14, 2022. The parties have not yet reached agreement on the extension of the Dispatching Agreement, however, they have continued to operate as though the Dispatching Agreement remains in effect. There can be no assurances that the parties will continue to operate in this manner or that any extension of or new dispatching agreement will be entered into by and between the Authority and the Railroads.

The Security Services Agreement. Pursuant to the Security Services Agreement, Union Pacific and BNSF (together, the “Corridor Security Provider”) provide police and security services for all aspects of the Rail Corridor, including rail operations, the physical facility and the equipment located therein (the “Secured Facilities”). The Corridor Security Provider conducts daily security patrols of the Secured Facilities. Among other duties, the Corridor Security Provider is responsible for investigating and documenting each incident. Under the Security Services Agreement, the Corridor Security Provider is required to submit a monthly written performance report to the Authority summarizing the activities of the Corridor Security Provider on the Secured Facilities during that month. Such performance report includes a summary of (i) all incidents handled by the Corridor Security Provider during the prior month and (ii) any new or on-going investigations and prosecutions with respect to prior incidents on the Secured Facilities. All costs and expenses of the Corridor Security Provider are treated as M & O Charges and are to be paid by the Railroads as part of M & O Charges, except that expenses incurred to acquire, upgrade, or replace any security services equipment, has the meaning assigned to the term “Capital Expenses” in the Operating Agreement), are to be paid from the Reserve Account. The term of the Security Services Agreement commenced on September 15, 2002 and subsequent extensions of the term to October 14, 2023 has been approved by the Parties and the Authority.

Rights-of-Way; Local Agencies

Right-of-way acquisition for the Rail Corridor began in 1992, and much of the property required for the Project was obtained in 1994 and 1995 with the Ports' purchase of existing rail rights-of-way from Union Pacific and BNSF and from the former Southern Pacific Transportation Company ("Southern Pacific"). These purchases included the rights-of-way along which most of the Rail Corridor runs and represent more than 80% of all the rights-of-way necessary for the construction of the Rail Corridor. The Authority obtained the right to use and occupy this property for purposes of constructing, developing and operating the Rail Corridor under the terms of the Use Permit. See "SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS—USE PERMIT" in Appendix E.

The Authority acquired the remaining rights-of-way required for the Project (approximately 600 parcels) through negotiated purchases or eminent domain proceedings. These acquisitions ranged in size from several square feet to more than one acre and included temporary construction easements as well as full fee acquisitions. The Authority acquired these properties in its own name and anticipates that title will ultimately be conveyed to the Ports, subject to the Use Permit, or to other agencies. The process for making and/or assigning such conveyances has been ongoing and is expected to be completed in the next few years.

AUTHORITY REVENUES

Cargo Throughput and Revenue Collections

The Authority's operations began in 2002. In the first six years of the Authority's operations, the combined containerized cargo throughput at the Ports increased steadily by approximately 10% per year until the global economic downturn in 2008, which caused a decrease in the Ports throughput by approximately 8.5% in 2008 and approximately 18% in 2009. In 2010, cargo throughput at the Ports increased approximately 20% and over the next eight years continued to increase grow at a nominal rate of approximately 4% each year.

In 2019, the combined throughput at the Ports declined by 3.3%, which was attributed to the US-China trade war tariffs. Following the outbreak of the COVID-19 pandemic, Port throughput increased by 2.1% in calendar year 2020 and 15.8% in calendar year 2021. See "THE PORT OF LOS ANGELES" in Appendix B and "THE PORT OF LONG BEACH" in Appendix C.

Table 7 below shows (in TEUs) historical full and empty containers that moved through the Ports and full and empty containers for which the Authority received revenues for calendar years 2012 through 2021. In general, the Authority's share of the containerized cargo that passes through the Ports is intermodal cargo from or destined to areas outside Southern California without transloading, and Authority Revenue from such throughput includes (1) Use Fees on containers transferred directly to or from railcars at on-dock or near-dock facilities both of which have direct access to the Rail Corridor, and (2) Container Charges on full containers that are trucked around the Rail Corridor to or from off-dock rail facilities without utilizing the Rail Corridor and that originated from or are destined to points beyond Southern California. As described below, the volumes of containerized cargo handled at the Ports (and the Authority's Revenues from its share of the Ports' cargo throughput) vary from year to year and depend upon a variety of local, regional, national and international economic, demographic, political and competitive factors. See "BONDHOLDERS' RISKS—Recent and Forecast Cargo Throughput and Revenue Collections" below, "THE PORT OF LOS ANGELES" in Appendix B, "THE PORT OF LONG BEACH" in Appendix C.

TABLE 7
PORTS OF LONG BEACH AND LOS ANGELES AND AUTHORITY CONTAINER THROUGHPUT
CALENDAR YEARS 2012-2021
(TEUs)

	2012 ⁽¹⁾	2013	2014	2015	2016	2017	2018 ⁸	2019	2020	2021
Ports⁽¹⁾										
Inbound⁽²⁾	7,154,911	7,432,017	7,787,274	7,784,725	7,987,323	8,579,276	8,967,959	8,472,704	8,825,380	10,095,134
Outbound⁽²⁾	3,583,264	3,625,999	3,536,409	3,182,237	3,347,998	3,370,448	3,427,062	3,228,979	3,007,295	2,622,062
Empties	3,385,201	3,541,139	3,837,191	4,385,562	4,296,631	4,937,976	5,154,751	5,267,982	5,494,038	7,344,787
Total TEUs	14,123,376	14,599,155	15,160,874	15,352,524	15,631,952	16,887,700	17,549,772	16,969,665	17,326,713	20,061,983
% Change From Prior Year	0.9%	3.4%	3.8%	1.3%	1.82%	8.03%	3.92%	-3.31%	2.10%	15.79%
Authority⁽¹⁾										
Inbound⁽²⁾	2,643,636	2,769,596	2,959,071	2,843,550	2,657,908	2,734,306	2,745,996	2,778,090	2,427,546	2,515,253
Outbound⁽²⁾	1,704,824	1,720,652	1,636,401	1,392,488	1,444,289	1,479,548	1,521,071	1,470,201	1,339,786	1,027,956
Empties	333,105	342,344	505,239	682,773	397,665	513,415	492,004	682,979	546,975	1,156,765
Total TEUs	4,681,565	4,832,592	5,100,711	4,918,811	4,499,862	4,727,269	4,759,071	4,931,270	4,314,307	4,699,974
% Change From Prior Year	-6.1%	3.2%	5.6%	-3.5%	1.82%	8.03%	3.92%	-3.31%	2.10%	8.94%
Authority's % of Ports' Throughput	33.2%	33.1%	33.6%	32.0%	28.79%	27.99%	27.12%	29.06%	24.90%	23.43%

⁽¹⁾ For the Authority, for the years 2012-2015, excludes the Authority's domestic (Non-Waterborne) component; for the Ports, includes transfers to Alaska and Hawaii.

⁽²⁾ Fully loaded.

Sources: For Port TEUs, the Ports; and for Authority TEUs, the Authority.

Table 8 below summarizes for calendar years 2013 through 2022 the Authority’s Use Fees and Container Charges.

TABLE 8
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
CONTAINER CHARGES AND USE FEES
(Effective January 1, 2013-2022)⁽¹⁾

Calendar Year	Loaded Waterborne/TEU	Empty TEU or Loaded Non-Waterborne/TEU	Miscellaneous Full Railcar	CPI Increase⁽²⁾
2013	\$ 22.25 ⁽³⁾	\$ 5.33	\$ 10.66	3.00%
2014	22.58 ⁽⁴⁾	5.41	10.82	1.50
2015	22.92 ⁽⁵⁾	5.49	10.98	1.50
2016	23.26 ⁽⁵⁾	5.57	11.14	1.50
2017	23.77 ⁽⁵⁾	5.69	11.39	2.20
2018	24.51 ⁽⁵⁾	5.87	11.74	3.10
2019	25.51 ⁽⁵⁾	6.11	12.12	4.10
2020	26.33 ⁽⁵⁾	6.31	12.61	3.20
2021	26.72 ⁽⁵⁾	6.40	12.80	1.50
2022	27.92 ⁽⁵⁾	6.69	13.38	4.50

- ⁽¹⁾ Except that the \$0.90/Loaded Waterborne TEU increase agreed to in the settlement and the amendments to the Operating Agreement became effective December 1, 2006 and the Surcharge of \$1.12/TEU (\$1.00, escalated from 2006 by the annual CPI escalator) effective on December 1, 2011 following the Shortfall Advance payment required for the October 1, 2011 debt service payment.
- ⁽²⁾ CPI increases are calculated from October 31 to October 31 of the prior calendar year. Under the Operating Agreement, the minimum increase is 1.5%, even if (as in 2011) the actual CPI increase was lower than 1.5%.
- ⁽³⁾ Excludes the Surcharge of \$1.12/TEU (\$1.00, escalated from 2006 by the annual CPI escalator) effective on December 1, 2011 following the Shortfall Advance payment required for the October 1, 2011 debt service payment.
- ⁽⁴⁾ The addition of the Surcharge, plus the CPI increase resulted in a total increase of \$1.71/Loaded Waterborne TEU in 2012.
- ⁽⁵⁾ Includes the Surcharge.

Source: The Authority.

Table 9 below summarizes revenue collected by the Authority during fiscal years 2013 through 2022. See “—Use Fees,” “—Container Charges” and “—Collection of Use Fees and Container Charges; Revenue Verification System.” As shown in the table, between 94.34% and 96.58% of the Authority’s Container Charge and Use Fee revenues has been derived from full Waterborne containers.

TABLE 9
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
CONTAINER CHARGE AND USE FEE REVENUE IN FISCAL YEARS 2014-2021⁽¹⁾
(Fiscal Years ended June 30)

Component	2013	2014	2015	2016	2017	2018	2019	2020	2021
	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue
Waterborne Full	\$95,818,966	\$104,859,129	\$100,128,456	\$99,513,410	\$98,576,102	\$106,863,452	\$104,766,105	\$95,493,699	\$108,784,690
Waterborne Empty	1,823,295	2,149,683	3,475,207	2,381,695	2,331,736	2,806,036	3,569,183	3,287,709	6,184,058
Non-Waterborne	672,416	685,034	730,053	621,312	819,044	2,069,457	3,103,163	2,547,083	2,877,225
Misc. Full Railcars	1,044,296	1,305,044	1,185,054	1,035,519	1,076,059	1,194,294	1,111,988	786,690	1,028,284
Totals	\$99,358,973	\$108,998,890	\$105,518,770	\$103,551,936	\$102,802,942	\$112,933,239	\$112,550,438	\$102,115,182	\$118,874,257
	% of Total Revenue	% of Total Revenue	% of Total Revenue	% of Total Revenue	% of Total Revenue	% of Total Revenue	% of Total Revenue	% of Total Revenue	% of Total Revenue
Waterborne Full	96.44%	96.20%	94.89%	96.10%	95.88%	94.63%	93.08%	93.52%	91.51%
Waterborne Empty	1.84	1.97	3.29	2.30	2.27	2.48	3.17	3.22	5.20
Non-Waterborne	0.68	0.63	0.69	0.60	0.80	1.83	2.76	2.49	2.42
Misc. Full Railcars	1.05	1.20	1.12	1.00	1.05	1.06	0.99	0.77	0.87
Totals	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.0%

TABLE 9-A
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
CONTAINER CHARGE AND USE FEE REVENUE IN TEN MONTH PERIOD ENDING APRIL 30, 2021 AND 2022⁽¹⁾
(Fiscal Years ended June 30)

Component	Ten Month Period Ending April 30,		Ten Month Period Ending April 30,	
	2021	2022	2021	2022
	Revenue	Revenue	% of Total Revenue	% of Total Revenue
Waterborne Full	\$ 89,451,602	\$ 69,318,805	92.02%	88.82%
Waterborne Empty	4,537,528	5,257,820	4.67	6.74
Non-Waterborne	2,402,533	2,509,181	2.47	3.22
Misc. Full Railcars	817,963	959,973	0.84	1.23
Totals	\$ 97,209,627	\$ 78,045,780	100.00%	100.00%

⁽¹⁾ Totals may not add due to rounding.
Source: The Authority.

Recent Impacts of COVID-19 Related Issues on Use Fees and Container Charges

[Subject to Update]

In general, the Authority's share of the containerized cargo that passes through the Ports is intermodal cargo from or destined to areas outside Southern California without transloading, and the Authority's Revenues from such throughput is derived primarily from (i) Use Fees on containers transferred directly to or from railcars at on-dock or near-dock facilities, both of which have direct access to the Rail Corridor, and (ii) Container Charges on full containers that are trucked to or from off-dock rail facilities without utilizing the Rail Corridor and that originated from or are destined to points beyond Southern California. The volumes of containerized cargo handled at the Ports (and the Authority's Revenues from its share of the Ports' cargo throughput) vary from year to year and depend upon a variety of local, regional, national and international economic, demographic, political and competitive factors. See "AUTHORITY REVENUES."

Beginning in June 2020, increased consumer spending, especially in e-commerce, resulted in increased container freight volumes at the Ports. At the same time, the COVID-19 pandemic brought labor shortages to the supply chain with many skilled workers testing positive or needing to care for family members and missing their shifts. A shortage of labor paired with the sudden and sustained rebound in container volumes contributed to supply chain congestion and vessel back-ups at the Ports. In June 2021, there were over 100 container ships, including 17 at anchor or loitering within 40 miles of the coast and at least 84 containerships outside of the 40-mile zone of the Ports.

This supply chain congestion resulted in supply chain participants using alternative modes of transportation and diverting some cargo from rail to truck. This diversion contributed to a lower percentage of Port cargo subject to the Authority's waterborne loaded TEU fee (the "Capture Rate").

In fiscal year 2021, Authority revenue had not yet been adversely impacted by the events described above, but in the months following June 2021, Authority revenue began trending downward as compared to the historically high revenues in fiscal year 2021. As shown in Table 9-A above, for the ten month period ending April 30, 2022 revenues from Use Fees and Container Charges were approximately \$19.2 million less than in the ten month period ending April 30, 2021. Additionally, shippers were further induced to seek alternative routes in anticipation of potential temporary slowdowns that could result from west coast longshore labor contract negotiations coming in the summer of 2022. The downward trend associated with the supply chain congestion and anticipation of longshore labor contract negotiations hit a low point in November 2021, after which revenues have held steady through February 2022 and began increasing month-over-month with a 22% increase in March 2022 and an 8% increase in April 2022.

Use Fees and Container Charges revenues, representing approximately 93.75% of the Authority's revenues in fiscal year 2021, increased by approximately 11% in fiscal year 2021 as compared with fiscal year 2020, but are expected to decline in fiscal year 2022 as compared with fiscal year 2021 due to supply chain congestion, and are forecast to decline further in fiscal year 2023 compared with fiscal year 2022 with anticipation of inflation and recession.

No assurance can be given that current trends relating to cargo volume, type, source and destination will continue in line with current trends or that any forecast or expectation regarding future projected cargo throughput or revenues will be obtained. See BONDHOLDERS' RISKS -Uncertainties of Projections, Assumptions and Forward-Looking Statements"; "-COVID-19 Pandemic Issues and Impacts"; "-Port Congestion/Supply Chain Issues"; and "-Labor Shortage and Unrest."

Historical Revenues and Expenses.

Table 10 is derived from the Authority's audited financial statements for fiscal years ended June 30, 2017 through June 30, 2021.

TABLE 10
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
(Fiscal Years ended June 30)

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Operating revenues:					
Use fees and container charges	\$102,802,942	\$112,933,239	\$112,550,438	\$102,115,182	\$ 118,874,257
Maintenance-of-way charges ⁽¹⁾	4,871,474	4,989,490	5,509,784	6,552,615	7,925,261
Total operating revenues	<u>107,674,416</u>	<u>117,922,729</u>	<u>118,060,222</u>	<u>108,667,797</u>	<u>\$ 126,799,518</u>
Operating expenses:					
Salaries and benefits	1,877,585	2,298,361	2,282,399	2,491,825	2,408,569
Administrative expenses	2,100,338	2,114,554	2,172,258	2,251,536	2,001,240
Professional services	1,535,750	998,206	899,499	1,131,504	1,082,360
Maintenance-of-way	6,956,695	6,866,376	8,414,068	10,317,020	14,050,241
Depreciation	21,034,560	21,032,089	21,024,851	21,016,917	21,019,477
Total operating expenses	<u>33,504,928</u>	<u>33,309,586</u>	<u>34,793,075</u>	<u>37,208,802</u>	<u>40,561,887</u>
Operating income	<u>74,169,488</u>	<u>84,613,143</u>	<u>83,267,147</u>	<u>71,458,995</u>	<u>86,237,631</u>
Nonoperating revenues:					
Interest and investment revenue, net	1,635,412	2,011,208	6,670,741	7,572,659	2,388,596
Grants ⁽²⁾	1,323,195	1,149,402	885,189	896,530	577,595
Miscellaneous revenue	621,419	556,347	248,728	242,335	320,028
Total nonoperating revenues	<u>3,580,026</u>	<u>3,716,957</u>	<u>7,804,658</u>	<u>8,711,524</u>	<u>3,286,218</u>
Nonoperating expenses:					
Interest expense	104,578,086	105,444,950	106,352,164	107,137,899	107,533,022
Loss on sale and transfers of capital assets held for sale and transfer ⁽³⁾	--	--	--	--	--
Expenses for public benefit	1,682,241	1,509,509	938,464	978,686	730,206
Bond issuance costs	--	--	--	--	--
Total nonoperating expenses	<u>106,260,327</u>	<u>106,954,459</u>	<u>107,290,628</u>	<u>108,116,585</u>	<u>104,977,009</u>
Change in net position ⁽⁴⁾	<u>(28,510,813)</u>	<u>(18,624,359)</u>	<u>(16,218,823)</u>	<u>(27,946,066)</u>	<u>(18,739,378)</u>
Net position, beginning of the year, as restated	<u>(361,712,419)</u>	<u>(390,223,232)</u>	<u>(408,847,591)</u>	<u>(425,066,414)</u>	<u>(453,012,480)</u>
Net position, end of year	<u>(390,223,232)</u>	<u>(408,847,591)</u>	<u>(425,066,414)</u>	<u>(453,012,480)</u>	<u>(471,751,858)</u>

⁽¹⁾ M & O charges are payable by the Railroads as provided by the Operating Agreement and are not pledged to or available for payment of Bonds.

⁽²⁾ Represents proceeds from federal or state grants awarded to reimburse the Authority or Caltrans for costs related to Expenses for public benefit as listed above.

⁽³⁾ See Note 4 in the Authority Financial Statements.

⁽⁴⁾ Decreases in total net position are primarily because operating income (which takes depreciation into account) is less than interest expense. See the Authority Financial Statements.

Source: The Authority.

Table 10-A is derived from the Authority's unaudited financial information for the ten month period ending April 30, 2021 and 2022.

TABLE 10-A
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
(Ten Months Ended April 30, 2021 and 2022)

	<u>2021</u>	<u>2022</u>
Operating revenues:		
Use fees and container charges	\$ 97,209,627	\$ 78,045,780
Maintenance-of-way charges	4,344,131	4,758,720
Total operating revenues	<u>\$101,553,758</u>	<u>\$ 82,804,499</u>
Operating expenses:		
Salaries and benefits	2,031,153	1,894,395
Administrative expenses	1,637,897	1,155,646
Professional services	937,503	689,200
Maintenance-of-way	8,215,797	8,141,745
Depreciation	17,516,231	17,520,669
Total operating expenses	<u>30,338,581</u>	<u>29,401,653</u>
Operating income	<u>\$71,215,177</u>	<u>\$53,402,846</u>
Nonoperating revenues:		
Interest and investment revenue, net	1,407,016	(2,302,045)
Grants	254,394	188,292
Miscellaneous revenue	136,951	142,122
Gain/Loss Sale or Transfer of Capital Assets	-	-
Total nonoperating revenues	<u>1,798,361</u>	<u>(1,971,632)</u>
Nonoperating expenses:		
Interest expense	90,594,454	90,046,744
Expenses for public benefit and Pass Thru Expenses	450,595	264,955
Total nonoperating expenses	<u>91,045,049</u>	<u>90,311,699</u>
Change in net position	(18,031,511)	(38,880,484)
Net position, beginning of the period, as restated	<u>(453,012,480)</u>	<u>(471,751,858)</u>
Net position, end of period	<u><u>\$(471,043,991)</u></u>	<u><u>\$(510,632,342)</u></u>

Source: Derived from unaudited financial information of the Authority.

Historical Debt Service Coverage

Table 11 shows for Fiscal Years ended June 30, 2012 through 2021 debt service coverage calculated using Use Fee and Container Charges, plus in Fiscal Years 2012 and 2013, the Shortfall Advances paid in October 2011 and 2012, and Debt Service for Fiscal Years 2012 through 2021. The calculations shown in Table 11 are not required by the Indenture and are shown for information only.

TABLE 11
HISTORICAL AUTHORITY REVENUE DEBT SERVICE COVERAGE
AUTHORITY FISCAL YEARS 2012-2021

Fiscal Year Ending June 30	Use Fees and Container Charges ⁽¹⁾	Senior Lien Bonds Debt Service ⁽³⁾	Debt Service Coverage for Senior Lien Bonds ⁽²⁾	First Subordinate Lien Debt Service ⁽⁴⁾	Second Subordinate Lien Bonds Debt Service	Debt Service Coverage for Senior Lien Bonds and First Subordinate Lien Bonds ⁽²⁾	Shortfall Advances ⁽⁶⁾	Additional Funds Used for Debt Service on October 1 of Such Fiscal Year ⁽⁶⁾
2012 ⁽⁵⁾	97,283,963	58,524,916	1.66	42,659,825		0.96	\$5,900,000	1,200,000
2013	99,358,973	43,865,232	2.27	68,294,588		0.89	5,900,000	5,465,000
2014	108,998,890	42,106,771	2.59	57,543,575		1.09	-	15,000,000
2015	105,518,770	45,135,046	2.34	69,523,600		0.92	-	18,963,799
2016	103,551,936	62,504,217	1.66	49,846,100		0.92	-	-
2017	102,802,942	62,933,626	1.63	23,691,830		1.19	-	-
2018	112,933,239	63,370,234	1.78	36,036,950		1.14	-	-
2019	112,550,438	63,804,309	1.76	39,481,950		1.09	-	-
2020	102,115,182	75,079,554	1.36	31,951,950		0.95	-	-
2021	118,874,257	82,271,825	1.44	29,116,950		1.07	-	-

⁽¹⁾ Derived from the Authority's audited financial statements.

⁽²⁾ Does not include cash-on-hand (e.g., Use and Container Charges revenue from prior Fiscal Years), investment income and transfers of unexpended Series 1999 Bond proceeds and other funds available for and/or applied to October 1 debt service payments. The Authority makes monthly deposits with the Trustee to fund debt service payments (e.g., the deposits for May and June are made after the April 1 interest payment date, but before the end of the Fiscal Year, and are applied to pay debt service on October 1, which is in the following Fiscal Year).

⁽³⁾ Includes debt service of the Series 2012 Senior Lien Bonds and the Series 2013A Senior Lien Bonds.

⁽⁴⁾ Includes debt service on the 1999 Subordinate Lien Bonds and Series 2004 First Subordinate Lien Bonds.

⁽⁵⁾ The amount of Debt Service shown for Fiscal Year 2012 does not include debt service on the Series 2012 Senior Lien Bonds (issued on June 21, 2012). On July 24, 2012, \$83.71 million of Series 1999A Bonds were redeemed with proceeds of the Series 2012 Senior Lien Bonds and on October 1, 2011, \$24.295 million of Series 1999A Bonds were redeemed with unexpended proceeds of the Series 1999A Bond Construction Fund.

⁽⁶⁾ The amounts shown include amounts transferred from investment earnings from post-maturity Debt Service Reserve Account releases and/or from unexpended Series 1999 Bond proceeds in September 2006 and 2008 through 2012.

Source: The Authority.

Table 12 shows for Fiscal Years ended June 30, 2012 through 2021 debt service coverage calculated as provided in the Indenture. Table 12 illustrates debt service coverage using Use Fees and Container Charges, plus Contingent Port Obligations (referred to in Table 12 as “Total Dedicated Revenues”). Contingent Port Obligations equals 40% of the Annual Amount (annual debt service, Required Debt Service Reserve Account deposits, if any, and Financing Fees such as trustee and rating agency costs and RAV verification and monitoring fees). Unlike Table 11, Table 12 does not include additional funds used to pay debt service.

**TABLE 12
HISTORICAL DEDICATED REVENUE DEBT SERVICE COVERAGE
FISCAL YEARS 2012-2021**

Fiscal Year Ending June 30	Use Fees and Container Charges	Contingent Port Obligations ⁽¹⁾	Total Dedicated Revenues ⁽²⁾	Senior Lien Bonds Debt Service	Debt Service Coverage for Senior Lien Bonds ⁽²⁾	First Subordinate Lien Bonds Debt Service	Second Subordinate Lien Bonds Debt Service	Debt Service Coverage for Senior Lien Bonds and First Subordinate Lien Bonds
2012 ⁽³⁾	97,283,963	40,473,896	137,757,859	58,524,916	2.35	42,659,825		1.36
2013	99,358,973	44,863,928	144,222,901	43,865,232	3.29	68,294,588		1.29
2014	108,998,890	39,860,138	148,859,028	42,106,771	3.54	57,543,575		1.49
2015	105,518,770	45,863,458	151,382,228	45,135,046	3.35	69,523,600		1.32
2016	103,551,936	45,215,768	148,767,704	62,504,217	2.38	49,846,100		1.32
2017	102,802,942	34,650,182	137,453,124	62,933,626	2.18	23,691,830		1.59
2018	112,933,239	39,762,873	152,696,211	63,370,234	2.41	36,036,950		1.54
2019	112,550,438	41,314,503	153,864,941	63,804,309	2.41	39,481,950		1.49
2020	102,115,182	42,812,602	144,927,784	75,079,554	1.93	31,951,950		1.35
2021	118,874,257	44,555,510	163,429,767	82,271,825	1.99	29,116,950		1.47

⁽¹⁾ Contingent Port Obligations equals 40% of the Annual Amount, which includes but is not limited to, debt service on the Bonds and Financing Fees Relating to First Subordinate Lien Bonds. Contingent Port Obligations is the maximum amount the Ports may be obligated to pay to the Authority pursuant to the Operating Agreement.

⁽²⁾ Total Dedicated Revenues equals Use Fees and Container Charges plus Contingent Port Obligations but not investment income, transfers of unexpended Series 1999 Bond proceeds or Debt Service Reserve Account releases.

⁽³⁾ The amount of Debt Service shown for Fiscal Year 2012 does not include debt service on the Series 2012 Senior Lien Bonds (issued on June 21, 2012). On July 24, 2012, \$83.71 million of Series 1999A Bonds were redeemed with proceeds of the Series 2012 Senior Lien Bonds. On October 1, 2011, \$24.295 million of Series 1999A Bonds were redeemed with unexpended proceeds of the Series 1999A Bond Construction Fund.

Source: The Authority.

THE AUTHORITY’S OUTSTANDING BONDS

Outstanding Series 1999 Bonds. The Authority issued its Tax Exempt Senior Lien Revenue Bonds, Series 1999A (the “Series 1999A Senior Lien Bonds”) and Taxable Senior Lien Revenue Bonds, Series 1999C (collectively with the Series 1999A Senior Lien Bonds, the “Series 1999 Senior Lien Bonds”), and its Tax-Exempt Subordinate Lien Revenue Bonds, Series 1999B and Taxable Subordinate Lien Revenue Bonds, Series 1999D (collectively, the “Series 1999 First Subordinate Lien Bonds” and together with the Series 1999 Senior Lien Bonds, the “Series 1999 Bonds”) in February 1999 to pay, together with grants from the Metropolitan Transportation Authority and contributions from both Ports, a portion of the costs of constructing the Rail Corridor. The Authority’s Series 1999B Bonds and 1999D Bonds are no longer Outstanding. The Authority also borrowed \$400 million from the U.S. Department of Transportation, Federal Highway Administration (the “1999 Federal Loan”), to pay additional Rail Corridor Costs. The Outstanding Series 1999 Bonds are insured by MBIA Insurance Corporation (now reinsured and administered by National Public Finance Guarantee Corporation, the “Series 1999 Bond Insurer”). The Series 2022A Bonds are being issued, in part, to pay the purchase price to holders of the Series 1999A Bonds who elect to tender such Series 1999A Bonds to the Authority. The Series 2022B Bonds are being issued, in part, to defease the Series 1999C Bonds maturing on October 1, 2022 to maturity and to defease a portion of the Series 1999C Bonds maturing on October 1, 2029 to their October 1, 2023, 2024

and 2025 sinking fund redemption dates, and to pay the purchase price to all holders of the Series 1999C Bonds who elect to tender such Series 1999C Bonds to the Authority. See “PLAN OF FINANCE.” Moneys deposited to each Debt Service Fund in connection with the outstanding Series 1999 Senior Lien Bonds are invested in the Forward Delivery Agreement described below. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Permitted Investments.”

Outstanding Series 2004 First Subordinate Lien Bonds. On May 6, 2004, the Authority issued its Tax-Exempt Subordinate Lien Revenue Refunding Bonds, Series 2004A and its Taxable Subordinate Lien Revenue Refunding Bonds, Series 2004B (collectively, the “Series 2004 Bonds”) to prepay the entire outstanding balance (including accrued interest of \$172.8 million) of the 1999 Federal Loan. The Series 2004 Bonds are insured by AMBAC Assurance Corporation (the “Series 2004 Bond Insurer”). The Authority made a number of covenants to the Series 2004 Bond Insurer pursuant to the Sixth Supplemental Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

Outstanding Series 2012 Senior Lien Bonds. In June 2012, the Authority issued its Taxable Senior Lien Revenue Refunding Bonds, Series 2012 (the “Series 2012 Senior Lien Bonds”) to refund all of the Series 1999A Bonds that were current interest bonds stated to mature on October 1, 2014 through 2018 and a portion of the Series 1999A Bonds that were current interest bonds stated to mature on October 1, 2019. The interest rates on the Series 2012 Senior Lien Bonds are lower and the maturity dates are later than those of the Series 1999A Bonds refunded. The Series 2012 Senior Lien Bonds were purchased by the U.S. Department of Transportation, acting through the Federal Railroad Administration (the “FRA”), pursuant to a Financing Agreement between the FRA and the Authority (the “2012 Financing Agreement”) and pursuant to the Eighth Supplemental Indenture. As the registered owner of the Series 2012 Senior Lien Bonds, the FRA is referred to in this Official Statement as the “Series 2012 Lender.” The Authority made a number of covenants to the Series 2012 Lender pursuant to the 2012 Financing Agreement and the Eighth Supplemental Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

Outstanding Series 2013A Senior Lien Bonds. In February 2013, the Authority issued its Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A (the “Series 2013A Bonds”), all of which are current interest bonds, to refund all of the Authority’s remaining Series 1999A Bonds that were current interest bonds. A portion of the Series 2013A Bonds are insured by Assured Guaranty Municipal Corp. (the “Series 2013A Bond Insurer”). The Series 2022A Bonds are being issued, in part, to defease the Series 2013A Bonds maturing on October 1, 2022 and to pay the purchase price to all holders of the Series 2013A Bonds who elect to tender such Series 2013A Bonds to the Authority. See “PLAN OF FINANCE.” The Authority made a number of covenants to the Series 2013A Bond Insurer pursuant to the Ninth Supplemental Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

Outstanding Series 2016 Subordinate Lien Bonds. On May 11, 2016, the Authority issued its Tax-Exempt Subordinate Lien Revenue Refunding Bonds, Series 2016A (the “Series 2016A Bonds”) and its Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B (the “Series 2016B Bonds”, and together with the Series 2016A Bond, the “Series 2016 Bonds”) to refund, and/or to defease to maturity, a portion of the Authority’s Tax-Exempt Subordinate Lien Revenue Refunding Bonds, Series 2004A (the “Refunded Series 2004A Bonds”). The Series 2016B Bonds are insured by Assured Guaranty Municipal Corp. (the “Series 2016 Bond Insurer”). The Series 2022C Bonds are being issued, in part, to pay the purchase price to all holders of the Series 2016B Bonds who elect to tender such Series 2016B Bonds to the Authority. See “PLAN OF FINANCE.” The Authority made a number of covenants to the Series 2016 Bond Insurer pursuant to the Eleventh Supplemental Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

APPENDIX A-1
AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY

APPENDIX B
THE PORT OF LOS ANGELES

THE PORT OF LOS ANGELES

POLA is obligated only to make certain payments required by the Operating Agreement and is not responsible for paying, and is not guaranteeing the payment of, the principal or accreted value of, premium, if any, or interest on the Bonds, including the Series 2022 Bonds. The Bonds are not secured by a lien on any properties or improvements of the City of Los Angeles or of POLA, or by a pledge of any revenues of POLA. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations” in the forepart of this Official Statement. Under certain circumstances, the Operating Agreement requires POLA to pay Shortfall Advances, the payment of which is a limited obligation, payable solely from POLA’s net revenues, after all of POLA’s other obligations, including operation and maintenance costs, are paid. See “AUTHORITY REVENUES—Shortfall Advances and Other Port Advances” and “BONDHOLDERS’ RISKS—Shortfall Advances are Limited, Subordinate Obligations of the Ports” in the forepart of this Official Statement. POLA has agreed that it will include in its budget Shortfall Advances of which it has notice, but POLA is not required to reserve or to set aside any funds, and the payment of Shortfall Advances by POLA is payable after all of POLA’s other obligations, including operation and maintenance costs, have been paid.

The information about POLA in this Official Statement was provided by POLA. The Authority makes no representation concerning such information.

General

The Harbor Department of the City of Los Angeles (the “LA Harbor Department”) is a proprietary, independent department of the City of Los Angeles similar to the Los Angeles Department of Water and Power and the Los Angeles Department of Airports. The LA Harbor Department operates POLA independently from the City of Los Angeles, using POLA’s own revenues, and administers and controls its fiscal activities by and through the Los Angeles Board of Harbor Commissioners (the “POLA Board”), subject to oversight by the City Council of the City of Los Angeles. The City of Los Angeles holds in trust and the LA Harbor Department administers POLA’s facilities, located in San Pedro Bay, approximately 20 miles south of downtown Los Angeles. POLA’s facilities lie within the shelter of a nine-mile long breakwater constructed by the federal government in several stages, the first of which commenced in 1899. The breakwater encloses the largest man-made harbor in the Western Hemisphere.

POLA has three major continuing sources of revenue: shipping revenue, which is a function of cargo throughput; revenue from the rental of POLA’s land and buildings (i.e., revenue from permit and lease agreements); and the smallest component, fee and royalty revenue.

POLA operates as a landlord, issuing permits for the use of POLA land, docks, wharves, transit sheds, terminals and other facilities. POLA also is landlord to various shipyards, fish markets, ocean-related entities (i.e., fisheries and ship repair), railroads, restaurants and other similar operations. These arrangements are entered into under various lease and permit agreements. Under the permit agreements the occupants agree to pay tariffs or fees established by POLA. Permittees are generally shipping or terminal companies, agents or other private firms. POLA has no direct role in managing the daily movements of cargo. POLA also recovers its costs of providing services and improvements through tariff charges for shipping services.

Most of the property on which POLA’s land, docks, wharves, transit sheds, terminals and other facilities are located is owned by the City of Los Angeles and administered by POLA, subject to a trust created pursuant to certain tideland grants from the State. These tidelands were granted to the City of Los Angeles under the State Tidelands Trust Act by the California State Legislature in 1911 for the purpose of promoting commerce, navigation and fishery. Subsequent state legislative action expanded the permitted uses of tidelands to include maritime commerce, fishing, navigation and recreation and environmental activities that are water-oriented and are intended to be of statewide benefit. Certain additional requirements and restrictions are imposed by the tidelands grants, including limitations on the sale and long-term leasing of tidelands and limitations on the use of funds generated from the tidelands and tidelands trust assets.

Under the tidelands trusts, funds from the tidelands may be transferred to the City of Los Angeles’s General Fund only for tidelands trust purposes and may not be transferred to the City General Fund for general

municipal purposes. All amounts in the Los Angeles Harbor Revenue Fund are subject to the tidelands trust use restrictions. POLA does not expect that restrictions on the use of tidelands or with respect to tidelands funds will materially adversely affect POLA's operations or finances of POLA. Tidelands grants and terms of the tidelands trusts are subject to amendment or revocation by the California Legislature, as grantor of the trust and as representative of the beneficiaries (the people of the State).

During calendar year 2021, POLA was the busiest container port in North America in terms of cargo volume, handling approximately 10.7 million TEUs. According to the Pacific Merchant Shipping Association (PMSA), POLA and the Port of Long Beach ("POLB"), combined, handled approximately 20.1 million TEUs during calendar year 2021, as compared to approximately 17.3 million TEUs during calendar year 2020.

Physical Description and Geography

The Port is located in the San Pedro Bay, approximately 20 miles south of downtown Los Angeles. The Port's facilities lie within the shelter of a nine-mile long breakwater constructed by the federal government in several stages, the first of which commenced in 1899. The breakwater encloses the largest man-made harbor in the Western hemisphere. The Port operates primarily as a landlord, as opposed to an operating port. Its docks, wharves, transit sheds, and terminals are leased to shipping or terminal companies, agents, and to other private firms. Although the Port owns these facilities, it has no direct hand in managing the daily movement of cargo. The Port is a landlord to close to 300 entities. In addition to major terminal operators, other tenants include marinas, commercial fishing operations, cruise operations, restaurants, and recreational facilities. The major sources of income for the Port are from shipping services (wharfage, dockage, pilotage, space assignment charges, etc.), rentals, fees, concessions, and royalties. It currently serves approximately 80 shipping companies and agents with facilities that include 270 berthing facilities along 43 miles of waterfront. In terms of its size and volume, the Port is one of the world's largest and busiest ports. The Port encompasses approximately 4,300 acres of land and 3,200 acres of water. The Port is a deep-water port with a depth of 53 feet in its main channel and at the bulk loader and supertanker channels. Two major railroads serve the Port. The Port lies at the terminus of two major freeways within the Los Angeles freeway system. Subsurface pipelines link the Port to major refineries and petroleum distribution terminals within the Los Angeles Basin. The Port handles the largest volume of containerized cargo of all U.S. ports, and additionally ranks as number one in cargo value for U.S. waterborne foreign traffic. The Port's major trading partners, concentrated along the Pacific Rim, include China/Hong Kong, Japan, South Korea, Taiwan, and Vietnam. Cargo to and from these countries represents the bulk of the total value of all cargo shipped through the Port. POLA currently has the capability to handle modern, deeper-draft vessels. Because there is no significant source of river sand or silt in POLA harbor, these channels do not require frequent dredging for maintenance purposes.

Many of the container terminal operators located at POLA utilize the Intermodal Container Transfer Facility (the "ICTF"), a specialized rail yard for the transfer of containers to and from trucks and railcars, located five miles from POLA. The ICTF was financed and constructed by Southern Pacific Transportation Company and the Intermodal Container Transfer Facility Joint Powers Authority, a joint powers authority organized by the Ports. The ICTF is operated by Union Pacific under a long-term lease agreement.

POLA's major permittees (tenants) as of June 30, 2021 are listed in Table B-1 below.

TABLE B-1

**MAJOR PERMITTEES (TENANTS) OF THE PORT OF LOS ANGELES
(In Alphabetical Order)
As of June 30, 2021**

APM Terminals Pacific LLC / Maersk Pacific, Ltd. / Maersk Line A/S
China Shipping Holding Co., Ltd.
Eagle Marine Services, Ltd. / American President Lines*
Everport Terminal Services Inc. / Evergreen America Corporation
Innovative Terminal Services, Inc.
Kinder Morgan Liquids Terminals LLC / Kinder Morgan West Coast Terminals
PBF Energy Western Region, LLC
Phillips 66 Company
Rio Doce Pasha Terminal
SA Recycling LLC
Shell Oil Company
Toll Global Forwarding Scs (USA) Inc.
Trapac, LLC
Ultramar Marine Terminal
Union Pacific Railroad Company
Vopak Terminal Los Angeles Inc.
Westrec Marina Management, Inc. / Cathay Bank
WWL Vehicle Services Americas, Inc.
Yang Ming Marine Transport Corporation / Yang Ming Transport LTD.
Yusen Terminal, Inc. / N.Y.K. (North America) Inc.

* Eagle Marine Services, Ltd. was rebranded to Fenix Marine Services, Ltd. in late 2018.
Source: Harbor Department of the City of Los Angeles

POLA sets tariff charges for, among other things, wharfage, dockage, storage, pilotage, land usage, passenger fees and demurrage applicable to all ships and cargo using POLA-owned property and necessary for the orderly movement of cargo. POLA and all other California public ports control and determine their own individual tariff structures. The ports cooperate, however, in setting tariff rates through membership in the California Association of Port Authorities (“CAPA”). One of CAPA’s goals is to establish and maintain reasonable and, as far as practicable, uniform terminal rates, charges, classifications, rules and regulations for the handling and movement of domestic and foreign waterborne cargo. These tariff provisions cover, among other things, space assignments at marine terminal facilities, as well as other miscellaneous terminal charges necessary for the orderly movement of cargo. CAPA’s goal is to permit California ports to obtain an adequate return on investment to facilitate the necessary maintenance, expansion and improvement of marine facilities. CAPA is exempt from federal antitrust laws, thereby allowing for this cooperative rate setting.

Source of Funds for Payment of Shortfall Advances

Pursuant to the Operating Agreement, POLA is obligated to include in its budget each fiscal year an amount equal to the amount of projected Shortfall Advances for such fiscal year that has been forecasted by the Authority and for which due notice thereof has been provided to POLA by the Authority. The payment of Shortfall Advances by POLA is payable after all of POLA’s other obligations, including operation and maintenance costs and POLA’s debt service, are paid. POLA has established a special reserve fund known as the “Emergency/ACTA Fund”, the purpose of which is to pay for any unexpected expense that may arise during a fiscal year, including, but not limited to, Shortfall Advances. As of June 30, 2021, approximately \$50.6 million is on deposit in the Emergency/ACTA Fund.

Financial and Operation Information

The Los Angeles Harbor Revenue Fund is a separate fund established by the Charter of the City of Los Angeles. All fees, charges, rentals and revenue from every source collected by POLA in connection with its possession, management and control of the Los Angeles Harbor District and Los Angeles Harbor Assets (as defined in the Charter of the City of Los Angeles) are deposited in the Los Angeles Harbor Revenue Fund. All such moneys and revenues deposited in the Los Angeles Harbor Revenue Fund are under the direction and control of the POLA Board. POLA expends moneys in the Los Angeles Harbor Revenue Fund, from time to time, to pay operating and maintenance expenses and debt service on its outstanding indebtedness. Remaining revenues constitute surplus revenues and may be used for any lawful purposes, including, among other things, payment of Shortfall Advances.

The following Table B-2 sets forth a breakdown of POLA's operating revenues, expenses and net assets for fiscal years ended June 30, 2017 through 2021.

TABLE B-2
PORT OF LOS ANGELES
SUMMARY OF REVENUES, EXPENSES AND NET ASSETS
FISCAL YEARS ENDED JUNE 30, 2017 THROUGH JUNE 30, 2021
(in thousands of dollars)

	2017	2018	2019	2020	2021
Revenues					
Shipping Services					
Wharfage	\$ 369,715	\$ 376,165	\$ 383,549	\$ 345,195	\$ 435,513
Dockage	4,113	4,532	4,348	4,257	4,509
Demurrage	213	219	202	200	207
Pilotage	9,558	10,502	10,985	9,495	10,682
Assignment Charges	14,657	13,861	11,244	10,418	12,938
Total Shipping Services ⁽¹⁾	\$ 398,256	\$ 405,279	\$ 410,328	\$ 369,565	\$ 463,849
Rentals					
Land	\$ 50,554	\$ 60,746	\$ 65,291	\$ 72,099	\$ 78,773
Other Rentals	704	672	674	1,004	1,706
Total Rentals	\$ 51,258	\$ 61,419	\$ 65,965	\$ 73,103	\$ 80,479
Royalties, Fees and Other Operating Revenues ⁽²⁾	25,019	24,062	30,134	24,998	27,683
Total Operating Revenues	\$ 474,532	\$ 490,760	\$ 506,427	\$ 467,666	\$ 572,011
Expenses					
Operating and Administrative Expenses					
Salaries and Benefits	\$ 94,677	\$ 96,208	\$ 98,062	\$ 113,342	\$ 108,646
Pension Expense Adjustment	23,905	20,843	20,913	28,805	33,086
OPEB expense ⁽³⁾	-	4,482	4,083	3,679	4,468
City Services and Payments	39,554	42,749	45,223	48,366	45,876
Outside Services	25,022	29,904	33,418	31,815	26,219
Utilities ⁽¹⁾	15,573	15,642	19,946	18,443	23,290
Materials and Supplies	5,314	6,960	6,593	5,672	4,517
Pollution Remediation Expenses	(536)	(3,795)	(4,106)	89	924
Marketing and Public Relations	2,583	2,784	2,510	2,388	1,372
Workers' Compensation, Claims and Settlement	4,977	4,009	193	3,272	14,255
Clean Truck Program Expenses	704	831	3,120	1,014	752
Travel ⁽⁴⁾	536	749	733	508	71
Other Operating Expenses	15,367	15,590	9,739	16,177	10,492
Total Operating and Administrative Expenses	\$ 227,675	\$ 236,955	\$ 240,427	\$ 273,570	\$ 273,968
Income from Operations before Depreciation	\$ 246,857	\$ 253,805	\$ 266,000	\$ 194,096	\$ 298,043
Depreciation	172,895	167,984	161,977	158,613	153,304
Operating Income	\$ 73,962	\$ 85,821	\$ 104,023	\$ 35,483	\$ 144,739
Nonoperating Revenues / (Expenses)					
Income from Investments in JPAs and Other Entities					
Interest and Investment Income	\$ 2,162	\$ 2,001	\$ 2,596	\$ 2,461	\$ 2,243
Interest Expense	1,118	618	32,804	39,643	(2,656)
Other Income and Expenses, net	(604)	(1,612)	(1,290)	(24,707)	(21,763)
Net Nonoperating Revenues/(Expenses)	(1,145)	1,999	27,151	2,025	(1,019)
Income Before Capital Contributions	\$ 1,531	\$ 3,006	\$ 61,261	\$ 19,422	\$ (23,195)
Capital Contributions	\$ 75,492	\$ 88,827	\$ 165,283	\$ 54,905	\$ 121,544
Special Item ⁽²⁾	18,801	4,524	3,523	3,440	7,116
Changes in Net Assets	9,150	-	-	-	-
Total Net Assets - Beginning of Year	\$ 103,443	\$ 93,351	\$ 168,807	\$ 58,345	\$ 128,660
Cumulative effect of change in accounting principle ⁽³⁾	\$ 3,161,955	\$ 3,265,398	\$ 3,334,871	\$ 3,503,678	3,562,023
Total Net Assets - End of Year	-	(23,879)	-	-	-
	\$ 3,265,398	\$ 3,334,871	\$ 3,503,678	\$ 3,562,023	\$3,690,683

See next page for footnotes.

- (1) For the fiscal year ended June 30, 2021, increase in shipping services revenues is, in part, attributed to the worldwide COVID-19 pandemic.
- (2) Royalties, Fees and Other Operating Revenues in the fiscal year ended June 30, 2016 were restated within the subsequent fiscal year-end financial statements due to a reclassification of approximately \$5.1 million in one-time insurance reimbursements which have now been presented as a “Special Item” for the fiscal year ended June 30, 2016. At fiscal year ended June 30, 2017, \$9.2 million was recognized as a one-time insurance reimbursement, which was in addition to the prior fiscal year’s \$5.1 million insurance reimbursements.
- (3) GASB “Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions” (“GASB 75”) establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources and expenses/expenditures. POLA implemented GASB 75 in fiscal year ended June 30, 2018. OPEB expenses incurred in prior fiscal years were recorded within “Salaries and Benefits” expense. The net position at July 1, 2017 was restated by \$23.9 million to adjust for the cumulative change in accounting principle as a result of GASB 75.
- (4) This line-item was previously named “Travel and Entertainment.” For fiscal year ended June 30, 2021, decrease in “Travel” expenses is due to the worldwide COVID-19 pandemic.

Note: TEU = twenty-foot equivalent units.

Source: POLA

The following Table B-3 provides a summary of the type and volume of cargo handled at POLA for the past ten fiscal years.

TABLE B-3
PORT OF LOS ANGELES
REVENUE TONNAGE BY CARGO TYPE⁽¹⁾
FISCAL YEARS 2012 THROUGH 2021
(in thousands of metric revenue tons)

Fiscal Year Ended June 30	General Cargo ⁽²⁾	Liquid Bulk	Dry Bulk ⁽³⁾	Total ⁽⁴⁾	% Increase (Decrease) in Total Tonnage over Prior Year
2012 ⁽⁵⁾	163,900	9,900	1,100	174,900	8.7%
2013	156,300	7,800	1,000	165,100	(5.6) ⁽⁶⁾
2014	165,000	10,500	900	176,400	6.8
2015	165,100	10,300	1,400	176,800	0.2
2016	167,300	14,300	1,200	182,800	3.4
2017	184,300	13,200	600	198,100	8.4
2018	178,000	15,500	1,000	194,500	(1.8) ⁽⁷⁾
2019	193,000	13,400	900	207,300	6.6
2020	170,000	12,200	800	183,000	(11.7) ⁽⁸⁾
2021	211,900	9,300	800	222,000	21.3 ⁽⁹⁾

(1) Numbers are rounded.

(2) General Cargo tonnage comprised of both TEU tonnage and non-TEU tonnage.

(3) Dry bulk cargo includes steel slabs, sulfur, pipe, beams, scrap metal, coal, ores, cement, fertilizers and bauxite.

(4) Computed on an accrual basis, adjusted for unverified amounts.

(5) Tonnage changes due to post-close adjustments.

(6) In October 2012, Transpacific 8, a service route jointly operated by Mediterranean Shipping Co., Maersk Line and CMA CGM, transferred from POLA to POLB and initially it impacted both cargo volume and associated revenue at POLA. POLA has since recovered from the initial impact through ongoing capital investment to enhance capacity and recent favorable movement of alliance traffic.

(7) Decline is attributed to realignment and consolidation of vessel service among the shipping alliances.

(8) Decline in tonnage is attributed to the worldwide COVID-19 pandemic.

(9) Increase in tonnage is, in part, attributed to the worldwide COVID-19 pandemic.

Source: POLA

The following Tables B-4 and B-5 provide information about the container traffic at POLA for calendar years 2017 through 2021 and for fiscal years 2017 through 2021

TABLE B-4

**PORT OF LOS ANGELES
CONTAINER TRAFFIC
CALENDAR YEARS 2017-2021
(TEUs⁽¹⁾)**

	2017	2018	2019	2020	2021
Inbound⁽¹⁾	4,716,089	4,867,269	4,714,266	4,827,040	5,513,286
Outbound⁽¹⁾	1,899,934	1,904,240	1,756,177	1,531,406	1,184,145
Empties	2,727,170	2,688,921	2,867,190	2,854,950	3,980,179
Total TEUs⁽²⁾	9,343,193	9,460,430	9,337,632	9,213,396	10,677,610

⁽¹⁾ Fully loaded.

⁽²⁾ Totals may not sum due to rounding.

Source: POLA.

TABLE B-5

**PORT OF LOS ANGELES
CONTAINER TRAFFIC
FISCAL YEARS 2017-2021
(TEUs⁽¹⁾)**

	2017	2018	2019	2020	2021
Inbound⁽²⁾	4,662,882	4,691,342	4,910,807	4,404,634	5,710,620
Outbound⁽²⁾	1,921,635	1,870,997	1,860,452	1,595,607	1,447,132
Empties	2,621,239	2,609,527	2,916,993	2,560,642	3,721,632
Total TEUs⁽³⁾	9,205,755	9,171,866	9,688,252	8,560,882	10,879,384

⁽¹⁾ TEU counts are subject to adjustments which may occur throughout the year.

⁽²⁾ Full containers.

⁽³⁾ Totals may not sum due to rounding.

Source: POLA.

The following Table B-6 shows the breakdown of shipping revenues by container and noncontainer for fiscal years 2012 through 2021. Shipping revenues are comprised of wharfage, dockage, demurrage, cranes, pilotage, assignment charges, and storage

TABLE B-6
PORT OF LOS ANGELES
SHIPPING REVENUE BREAKDOWN⁽¹⁾
FISCAL YEARS ENDED JUNE 30, 2012-2021

Fiscal Year Ended June 30	Total Shipping Revenues (000s)	Container Shipping Revenues (000s)	TEUs (000s)	Container Shipping Revenue Per TEU	Non-Container Shipping (000s)	Non-Container Tons (000s)	Non-Container Shipping Revenue Per Ton
2012	\$357,700	\$321,900	8,186	\$39.32	\$35,800	13,800	\$2.59
2013 ⁽²⁾	347,900	313,700	7,777	40.34	34,200	11,700	2.92
2014	377,200	335,700	8,210	40.89	41,500	14,900	2.79
2015	364,900	325,500	8,191	39.74	39,400	15,100	2.61
2016	368,500	324,100	8,391	38.62	44,400	18,500	2.40
2017	398,300	351,800	9,206	38.21	46,500	17,300	2.69
2018 ⁽³⁾	405,300	353,600	9,170	38.56	51,700	19,500	2.65
2019	410,300	358,800	9,688	37.04	51,500	17,000	3.03
2020	369,600	323,300	8,560	37.77	46,300	14,500	3.19
2021 ⁽⁴⁾	463,800	421,400	10,879	38.74	42,400	12,800	3.31

⁽¹⁾ Numbers are rounded.

⁽²⁾ In October 2012, Transpacific 8, a service route jointly operated by Mediterranean Shipping Co., Maersk Line and CMA CGM, transferred from the Port of Los Angeles to the Port of Long Beach and initially it impacted both cargo volume and associated revenue at the Port of Los Angeles. The Port of Los Angeles has since recovered from the initial impact through ongoing capital investment to enhance capacity and recent favorable movement of alliance traffic.

Note: TEU = twenty-foot equivalent units.

⁽³⁾ Non-Container Shipping Revenue was previously recorded as \$51,800 (in thousands) and stated as such in Prior Reports. As a result, Non-Container Shipping Revenue Per Ton was adjusted from \$2.66 (in Prior Reports) to \$2.65.

⁽⁴⁾ Increase in shipping revenues is, in part, attributed to the worldwide COVID-19 pandemic.

Source: Harbor Department of the City of Los Angeles

The following Table B-7 shows a breakdown of total TEUs by country of origin for imports and country of destination for exports.

TABLE B-7
PORT OF LOS ANGELES
TEU⁽¹⁾ COUNT BY COUNTRY
FISCAL YEAR ENDED JUNE 30, 2021

Exports			Imports		
Country	TEUs	% of Total	Country	TEUs	% of Total
China	298,140	21.6%	China	3,367,628	59.5%
Japan	208,280	15.1	Vietnam	603,423	10.7
Taiwan	178,237	12.9	Taiwan	332,353	5.9
South Korea	164,231	11.9	Japan	273,005	4.8
Vietnam	85,860	6.2	South Korea	219,408	3.9
Indonesia	70,295	5.1	Thailand	143,091	2.5
Malaysia	65,887	4.8	Indonesia	134,515	2.4
Singapore	50,467	3.7	Malaysia	120,085	2.1

Thailand	30,733	2.2	India	66,417	1.2
Philippines	26,437	1.9	Philippines	49,663	0.9
All Others	202,119	14.6	All Others	349,419	6.2
Total Exports	1,380,688	100.0%	Total Imports	5,659,006	100.0%

⁽¹⁾ TEU = twenty-foot equivalent units.

Source: Ports Import Export Reporting Services (“PIERS”). Data from PIERS excludes domestic cargo and empties.

Security

POLA security operations are conducted by the Los Angeles Port Police. POLA’s port security program is designed to secure POLA through prevention, deterrence and in collaboration with our many port partners. POLA’s security program consists of operational security measures consisting of sworn and civilian personnel providing patrols, inspections and investigations both on land and on the water. These operations are supported by advanced surveillance, communications, command and control and sensor systems. Additionally, POLA is engaged in development and implementation of national and international port and cargo security standards and regulations. The security program is closely coordinated with a number of federal, State and local agencies. POLA has been awarded numerous grants to fund safety and security projects by federal and State government agencies, including the U.S. Department of Homeland Security, the Federal Emergency Management Agency, the Transportation Security Administration and the State Office of Homeland Security.

Maritime Transportation Security Act (“MTSA”) of 2002 requires interagency teamwork within the Department of Homeland Security, including the U.S. Coast Guard, the Transportation Security Administration (“TSA”), the Bureau of Customs and Border Protection and the Department of Transportation’s Maritime Administration to develop security regulations. The security regulations focus on those sectors of the maritime industry that have a higher risk of involvement in a transportation security incident, including various tank vessels, barges, large passenger vessels, cargo vessels, towing vessels, offshore oil and gas platforms and port facilities that handle certain kinds of dangerous cargo or service the vessels included in this list. These regulations require, among other things, that port and vessels owners assess their vulnerabilities and then develop plans that may include implementing vehicle, container and baggage screening procedures, accessing control measures and/or installing surveillance equipment. Additionally, there is great emphasis placed on securing and patrolling our railways and roadways within the port complex. The Department has procedures in place for compliance with MTSA.

In 2014, the Department established its Cybersecurity Operations Center (the “Center”), operated by a dedicated cybersecurity team, as a centralized location to monitor network traffic in order to prevent, detect and respond to cyber incidents under the Department’s control. The Center prevents approximately 20 million cyber-intrusion attempts per month. Since 2015, the Department also continues to maintain its ISO 27001 certification for the Center. ISO 27001 certification demonstrates that the Department is following information security best practice and delivers an independent, expert assessment of whether the Department’s information security management system complies with this international cybersecurity standard.

In April 2019, the Department determined to form a cross-sector Cyber Resilience Center (the “CRC”) in order to further reduce the risks of cybersecurity threats that could disrupt the flow of cargo at the Port. The CRC will expand the scope of stakeholder engagement to encompass the key parties operating in the Port complex: shipping lines, marine terminal operators, railroad companies, labor and representatives from the trucking industry. The CRC will enable key stakeholders to share cyber threat indicators and take defensive measures with each other as a means to reduce the potential of a cyber-incident experienced by any one of the Port’s stakeholders to disrupt multiple operations within the Port.

Capital Improvement Projects.

POLA’s capital improvement projects are categorized into five types of projects: (i) Terminal Projects, (ii) Transportation Projects, (iii) Security Projects, (iv) Public Access/Environmental Enhancement Projects, and (v) Maritime Services Projects.

Expenditures for capital improvement projects for the fiscal year ended June 30, 2021 were approximately \$114.6 million, comprised of: Terminal Projects (a total of approximately \$46.6 million), Transportation Projects (a total of approximately \$5.3 million), Security Projects (a total of approximately \$3.2 million), Public

Access/Environmental Enhancement Projects (a total of approximately \$46.2 million), and Maritime Services Projects (a total of approximately \$13.3 million).

Table B-8 provides a summary of the total estimated project costs by category of POLA’s capital improvement program for fiscal years ending June 30, 2022 through 2026.

TABLE B-8

**PORT OF LOS ANGELES
CAPITAL IMPROVEMENT PROGRAM BY CATEGORY
FISCAL YEARS 2022-2026**

Project Category	Estimated Total Cost (\$ millions)
Terminal Projects	\$246
Transportation Projects	98
Security Projects	14
Public Access/Environmental Enhancement Projects	200
Maritime Projects	<u>183</u>
Total	<u>\$741</u>

Source: POLA

Terminal and Infrastructure Projects. Following are summaries of certain of POLA’s major Terminal and Infrastructure Projects.

Berths 167-169, MOTEMS/Shell. The primary goal of this proposed \$44.8 million project is to comply with the Marine Oil Terminal Engineering and Maintenance Standards (MOTEMS) to protect public health, safety, and the environment. Work includes demolition of the existing timber wharves, and replacing the structure with a new concrete loading platform, access trestle, mooring dolphins, and steel catwalks. The proposed project would also include a new 30-year lease. Construction started July 2021, with completion by 2024.

Berths 238-239, MOTEMS/PBF Energy. The Port is finalizing design of a new marine oil platform at the PBF Energy Oil Terminal. The primary goal of the proposed \$35 million project is to comply with the MOTEMS to protect public health, safety and the environment. The new project will construct two new MOTEMS- compliant wharf structures at Berth 238 with berthing and mooring dolphins, catwalks, and an access ramp. The project will require the demolition and removal of the existing concrete loading platform, catwalks, access ramps, and mooring and berthing dolphins. The proposed project would also include a new 30-year lease. Construction is expected to start in January 2023, with completion estimated by 2026.

Berths 302-305, On-Dock Railyard Expansion at Fenix Marine Services Container Terminal. An expansion of the existing railyard at Berths 302-305 is in design, which will add five new tracks of approximately 12,000 linear feet. This project will increase the capacity of the existing overall on-dock railyard by about 10%. Total project cost is \$52.4 million with an \$18.1 million federal grant awarded by the United States Maritime Administration (MARAD) and a \$19.2 million federal grant awarded by the State of California and Metro. Design is expected to be completed in September 2022, with construction completion estimated by 2025.

Pier 400 Corridor Storage Tracks Expansion Project. The existing Pier 400 rail storage yard is in need of expansion to accommodate future rail volumes on Terminal Island. The project scope includes an extension to the existing rail bridge, five new railroad storage tracks, an asphalt access roadway, new crossovers and switches, as well as modifications to the existing compressed air system of the Pier 400 rail storage yard and bridge. Work also includes the relocation of a portion of the Pier 400 lead track onto Port property, realignment of the track connection to the existing rail storage yard, modifications to Reeves Avenue, and relocation of the existing at-grade crossing at Nimitz Avenue to Reeves Avenue. The project is currently budgeted at \$73.2 million and was awarded approximately \$21.6 million of California Trade Corridor Enhancement Program (TCEP)

federal funding by the State of California. Construction started in February 2022 and completion is expected in 2024.

B. 171-181 Development (Pasha). Pasha Terminal improvements include 382 linear feet of concrete wharf upgrade to seismic analysis to comply with POLA's seismic code, replacement of the terminal's main electrical equipment, construction of a new switchgear yard, and re-roof of the office building. The wharf project cost is approximately \$11.4 million and will begin construction in 2022 and the electrical upgrade project is approximately \$7.7 million and is expected to be complete in 2023.

Transportation Projects. Following are summaries of certain of POLA's current Transportation Projects.

State Route (SR) 47/Vincent Thomas Bridge (VTB) & Front Street/Harbor Boulevard

Interchange Reconfiguration. This interchange is an important transportation nexus providing access to the LA Waterfront, residential community of San Pedro, Terminal Island, and the West Basin Container Terminal. The project would improve traffic safety and operational deficiencies at the interchange. The \$70.5 million in improvements, partially offset by \$64.9 million in grant funding, will include replacing the existing westbound off-ramp from the VTB currently located on the south side with a new off-ramp located on the north side. Additional improvements include realigning the existing westbound on-ramp onto the SR 47 and I-110 connector; modifying the westbound off-ramp onto Harbor Boulevard; and modifying the eastbound on-ramp onto the VTB toward Terminal Island. Construction is expected to start in late 2022, with completion estimated by 2025.

Alameda Corridor Gap Closure Expansion. This \$17.3 million project will provide a second mainline track between the West Basin area of the Port and the Alameda Corridor, eliminating a short gap in trackage and reducing delays for trains servicing West Basin Container Terminal (WBTC), TraPac, Pasha Terminals, as well as other current and future customers. The project will involve construction of approximately 5,000 track feet of rail parallel to the existing San Pedro Main track, as well as modifications to the West Basin Intermodal Container Transfer Facility lead track, relocation and protection of existing underground utilities, relocation of power poles, utility meters and perimeter fencing. The project was awarded \$6.0 million of California Trade Corridor Enhancement Program (TCEP) federal funding by the State of California. Construction started in April 2021, with completion anticipated in July 2022.

Public Access/Environmental Enhancement Projects. Following are summaries of certain of POLA's current Public Access/Environmental Enhancement Projects.

San Pedro Waterfront - B. 74-83 Promenade Phase II. The projects consists of a 30 foot wide and 1,100 foot long promenade along the water's edge. Design & construct a 30-ft wide public promenade along the water's edge from Berths 74 and 78-79 (approx. 1100' for the Jankovich and San Pedro Fish Market Restaurant areas). The promenade is along the former Ports O' Call site and will be part of the West Harbor development. Project cost is \$16.5 million and is scheduled to begin construction in fall 2022 with completion expected in March 2024.

Wilmington Waterfront Promenade. The project consists of 1,200 feet of waterfront promenade, reconstruction of the seawall from Berths 183 to 186, realignment of Water Street between Fries Ave and Avalon Blvd, as well as the construction of open green space, public plaza, parking courts, landscaping, and hardscaping. Project cost is \$70.8 million and construction is expected to be complete in 2023.

Berth 46 Outer Harbor Cruise Terminal Alternative Maritime Power (AMP). Design and install a new 11 KV system for Cruise Ships at Berth 46. In addition, this project requires the extension of a new LADWP 34.5KV circuit through existing LADWP underground conduit (from 22nd Street to Berth 46 along Miner Street). Project cost is \$35 million and design is expected to be complete in 2023 with construction completion by 2025.

Harbor Department HQ Facility Improvements. The project consists of the design and replacement of the Heating, Ventilation, and Air Conditioning (HVAC) system at the Harbor Administration Building (HAB) with a project cost of \$14 million. Additional work includes new ductwork and the cleaning and reutilization of existing ductwork. The expanded scope will install a separate, dedicated 24/7 AC units for the critical ITD facilities on the 1st and 2nd floors. Construction is expected to start in 2022 with completion in 2023.

Joint Ports Goods Movement Workforce Training Campus. Preliminary planning and design including geotechnical investigation site and environmental assessment (phase I) for a 20-acre Joint Ports (POLA and POLB) Goods Movement Workforce Training Campus located at Anchorage Road and Shore Road. The preliminary project cost estimate for the full build out of the facility is approximately \$150 million. Phase I preliminary planning started November 2021 with Phase I completion by 2023.

Environmental and Regulatory Matters

Environmental Compliance. POLA was the first port in the nation to have an Environmental Management Division. POLA's Environmental Management Division provides full environmental services related to water, soils and sediments, air and associated living resources, as well as environmental assessment documentation. In 2003, the LA Harbor Department adopted an environmental policy, which calls for continuous environmental improvement and the implementation of pollution prevention measures. POLA's Environmental Management System meets the specifications of the International Organization for Standardization Standard 14001 for environmental management systems.

POLA is required to comply with the provisions of a number of federal and state laws designed to protect or enhance the environment. Environmental assessments are conducted in accordance with the federal National Environmental Policy Act ("NEPA") and the California Environmental Quality Act ("CEQA"). These two laws require consideration and disclosure of environmental impacts of development projects. Other federal environmental laws applicable to POLA include the Resource Conservation and Recovery Act, which governs the treatment and disposal of certain substances; the Clean Water Act and the Marine Protection, Research and Sanctuary Act, which govern the dumping of dredged materials; the Rivers and Harbors Act, which governs navigable waterways; and State and Federal Endangered Species Act. Enforcement agencies include the U.S. Environmental Protection Agency, the U.S. Army Corps of Engineers, the California Regional Water Quality Control Board, the California Air Resource Board, the South Coast Air Quality Management District, and the California Department of Toxic Substances Control. POLA also is required to conform to provisions of a number of other State environmental and health safety laws.

In addition to these laws and the implementing regulations, POLA has instituted additional programs and procedures to protect the environment, each of which are designed to, among other things, limit POLA's liabilities. In 2006, POLA and POLB established the Clean Air Action Plan (the "CAAP"). See "Clean Air Action Plan" below. In the fiscal year ended June 30, 2010, POLA adopted its Water Resources Action Plan aimed at significantly reducing water pollution discharges from land, vessels and the watershed and removing contaminated sediments. These programs are backed up by long-term monitoring of the applicable media.

Clean Air Action Plan. In 2006, POLA, together with POLB, developed the CAAP with input from the U.S. Environmental Protection Agency, the California Air Resources Board, and the South Coast Air Quality Management District. The CAAP was updated and reauthorized in 2010 and 2017. The CAAP is POLA's comprehensive plan to address air pollution emissions from port-related sources and contains aggressive long-term goals through 2023 to reduce health risk, diesel particulate matter, nitrogen and sulfur oxides, and greenhouse gases. Pursuant to the CAAP, POLA has undertaken several programs to lower air pollution levels at POLA. Emission sources targeted by the CAAP include ships, trains, cargo handling equipment, harbor craft and heavy-duty trucks. POLA's voluntary Vessel Speed Reduction Program has been included as part of the CAAP and it has produced notable reductions in ship emissions as they approach and depart the port. The CAAP also includes a Technology Advancement Program that evaluates and demonstrates new and emerging emissions treatment technologies. In 2008, the CAAP Clean Truck Program was implemented, which essentially replaced older polluting trucks with newer clean trucks, thereby reducing truck emissions by over 90 percent at the port and the surrounding communities. Through implementation of the CAAP, since 2005, there has been an 89% reduction in diesel particulate matter, a 98% reduction in sulfur oxides, a 64% reduction in nitrogen oxides emissions, and 12% for greenhouse gases from Port-related sources. The CAAP and its associated various measures have cost POLA over \$300 million to date. As a result of continuing initiatives as well as zero-emission truck and cargo-handling equipment goals outlined in the CAAP 2017 Update, the CAAP will continue to require a significant investment by POLA, POLB and private sector businesses to expedite the introduction of new and innovative methods of reducing emissions prior to any federal or State requirements being imposed on POLA

and POLB. Starting April 1, 2022, POLA and POLB will be charging a Clean Truck Fund (CTF) Rate on all loaded containers entering/exiting the two ports. The CTF Rate is \$10 per a twenty-foot equivalent unit (TEU) or \$20 for anything longer than twenty feet. It is expected to generate approximately \$90 million for the first year of collection for both ports. POLA is expected to receive approximately \$45 million out of the \$90 million collected. The collected money will be used to facilitate the purchase of zero-emission trucks and associated infrastructure that services the ports.

Stevedoring and Cargo Handling

Arranging for cargo handling services is the responsibility of each shipping line. Cargo handling at POLA is provided pursuant to a contract between the Pacific Maritime Association (the “PMA”) and the International Longshore and Warehouse Union (“ILWU”). The PMA represents most of the steamship lines, marine terminal operators, car loading bureaus and cargo companies on the Pacific Coast. Most ILWU employees work under contract with the PMA. The current contract between the PMA and the ILWU was entered into on May 21, 2015 and was ratified by the ILWU membership on May 22, 2015, as a five year contract retroactive to July 1, 2014. In 2017, the ILWU and PMA reached an agreement to extend the contract three additional years. [The current contract expires on July 1, 2022 and negotiations have begun for a renewed contract.]

The previous contract between the PMA and ILWU expired on June 30, 2014. The PMA and the ILWU began negotiating a new contract in May 2014, but did not agree on a new contract until February 2015.

Since 2002, there have been two other periods of prolonged labor unrest which led to an interruption of the normal course of business at POLA. In October 2002, after the PMA and the ILWU failed to negotiate a new contract, there was a lock out of the stevedoring companies, thereby shutting down all West Coast ports, including POLA, for ten days. Work resumed when then-President Bush ordered the ports to re-open pursuant to the Taft Hartley Act. Additionally, in November 2012, after the Harbor Employers Association (“HEA”) and ILWU Marine Clerks Association Local 63 Office Clerical Unit (“ILWU 63”) failed to negotiate a new contract, the approximately 600 clerical workers represented by ILWU 63 walked off the job. Although only about 450 clerical workers throughout both POLA and POLB participated in the strike, thousands of workers represented by a sister union refused to cross the picket lines. As a result, 10 out of the 14 terminals at POLA and POLB were shut down for eight days. Work resumed when the HEA and ILWU 63 reached a tentative agreement whereby ILWU 63 members received modest increases in wage and pension benefits, and the HEA promised to outsource no more than 14 jobs over a four-year period.

Other than the periods of unrest which occurred in 2002, 2012 and 2014/15, there has generally been a history of cooperative working relationships between the ILWU and the employer groups represented by the PMA and HEA. Prolonged work slowdowns or stoppages, if they occur, could adversely affect POLA revenues and its ability to pay any Shortfall Advances. POLA understands that the risk of a work slowdown is the greatest as negotiations get closer to the end of the current contract and until a new agreement is reached. To that end, in 2017, POLA created a new division, Labor Relations & Workforce Development, focused on promoting greater coordination with the ILWU, PMA, POLA, and other labor partners.

San Pedro Bay Port’s Cooperative Working Agreement

On February 27, 2015, the U.S. Federal Maritime Commission approved an amendment to a cooperative working agreement previously entered into by POLA and POLB. The amendment allows the two ports to discuss and agree on projects and programs that address congestion issues (including, establishing initiatives to increase terminal productivity, facilitate chassis availability and usage, and improve drayage truck turn times), transportation infrastructure needs and the reduction of pollution caused by port-related activities.

On April 23, 2015, POLA and POLB hosted a meeting of supply chain stakeholders to gather input, insights and solutions focused on improving the performance of the supply chain. On May 27, 2015, POLA and POLB announced the creation of issue-specific working groups focusing on peak operations and terminal optimization to develop ways to strengthen the competitiveness of the San Pedro Bay Ports.

Outstanding Indebtedness

As of March 22, 2022, POLA had approximately \$577.3 million in parity debt outstanding, comprised of long-term revenue bonds. The long-term revenue bonds mature on or before 2045 and bear interest at rates between 3.00% and 5.00%. POLA has established a Commercial Paper (CP) Program supported by bank credit lines to issue commercial paper notes to provide interim financing primarily for the construction, maintenance and replacement of POLA's structures, facilities and equipment needs. As per POLA Board Resolution No. 15-7817 approved in June 2015, the last CP liquidity facility established was in August 2015 which expired on August 24, 2018. As of August 24, 2018, the \$200 million credit available under the last liquidity facility expired with no CP notes outstanding. In March 2019, the POLA Board approved a three-year Revolving Line of Credit Agreement with PNC Bank for up to \$150 million that expired on June 10, 2022 with the full amount unused. POLA does not anticipate extending the Revolving Line of Credit Agreement.

POLA Parity Obligations are special, limited obligations of POLA payable solely from revenues of POLA, which are generally derived from ownership and operation of POLA and which include shipping revenue, rental revenue and fees and royalty revenue. Neither the full faith and credit nor the taxing power of the City of Los Angeles, the State of California or any political subdivision thereof is pledged to payment or principal of, premium, if any, or interest on POLA's Parity Obligations. POLA has no taxing power. POLA's Parity Obligations are senior in payment to POLA's obligation to make Shortfall Advances.

Audited Financial Statements

The audited financial statements of POLA for the fiscal years ended June 30, 2021 and 2020, and the report of the auditor dated December 6, 2021, are included below in this Appendix B. Moss Adams LLP, the independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements of POLA addressed in that report. Moss Adams LLP also has not performed any procedures relating to POLA's information included in this Official Statement.

APPENDIX B-1

**AUDITED FINANCIAL STATEMENTS OF
PORT OF LOS ANGELES
(HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES)
FOR FISCAL YEARS ENDED JUNE 30, 2021 AND 2020**

APPENDIX C
THE PORT OF LONG BEACH

THE PORT OF LONG BEACH

The City of Long Beach, acting by and through its Board of Harbor Commissioners (“POLB”) is obligated only to make certain payments required by the Operating Agreement and is not responsible for paying, and is not guaranteeing the payment of, the principal or accreted value of, premium, if any, or interest on the Bonds, including the Series 2022 Bonds. The Bonds are not secured by a lien on any properties or improvements of the City of Long Beach or of POLB, or by a pledge of any revenues of POLB. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations” in the forepart of this Official Statement. Under certain circumstances, the Operating Agreement requires POLB to pay Shortfall Advances, the payment of which is a limited obligation, payable solely from POLB’s net revenues, after all of POLB’s other obligations, including operation and maintenance costs, are paid. See “AUTHORITY REVENUES—Shortfall Advances and Other Port Advances” and “INVESTOR CONSIDERATIONS—Shortfall Advances are Limited, Subordinate Obligations of the Ports” in the forepart of this Official Statement. POLB has agreed that it will include in its budget Shortfall Advances of which it has notice, but POLB is not required to reserve or to set aside any funds, and has not reserved or set aside funds, for such purposes, and the payment of Shortfall Advances by POLB is payable after all of POLB’s other obligations, including operation and maintenance costs, have been paid.

The information about POLB in this Official Statement was provided by POLB. The Authority makes no representation concerning such information.

POLB Facilities

General. POLB is a harbor complex that covers approximately 7,600 acres (or approximately 11.9 square miles), of which approximately 4,400 acres (or approximately 6.9 square miles) are water, and includes all harbor facilities of the City of Long Beach. The harbor complex is owned by the City of Long Beach and is operated and managed by the Harbor Department of the City of Long Beach (the “LB Harbor Department”). Exclusive control and management of the LB Harbor Department is vested in the Board of Harbor Commissioners of the City of Long Beach (“POLB Board”). has approximately 31.5 miles of waterfront with deep draft cargo berths, several of which are capable of servicing the largest commercial ships currently afloat or being designed. Container terminals occupy 1,253 acres, auto terminals occupy 144 acres, breakbulk and general cargo occupy 77 acres, dry bulk terminals occupy 84 acres and petroleum and liquid bulk occupy 44 acres. POLB has six container terminals with 74 gantry cranes, all of which are post-panamax cranes (all of which are owned by the tenants). Five container terminals are served by on-dock railyards. Additional cargo handling facilities include three transit sheds and one warehouse. Transit sheds are of concrete and steel construction. Wharves are constructed of reinforced concrete supported by reinforced concrete pilings or sheet pile bulkhead. Wharf aprons at all transit shed berths average 50 feet in width. Rail tracks serve all major marine facilities. In all, POLB owns approximately 116 miles of rail trackage.

POLB is protected by a federally constructed and maintained breakwater over nine miles in length. Within the federal breakwater, access to the Port’s terminals is provided via a network of channels. The entrance to and through the federal breakwater and throughout the main channel has a water depth of 76 feet. Channels extending from the main channel to the outer harbor terminals south of the Gerald Desmond Bridge have water depths ranging from 48 to 55 feet. Channels extending from the main channel into the harbor terminals north of the Gerald Desmond Bridge have water depths ranging from 45 to 52 feet. Water depths at specific terminal berths vary and are addressed in the sections that follow.

Shipments to and from POLB can be received or dispatched by water, rail or truck. The two Railroads, BNSF and Union Pacific, serve POLB. These rail carriers have connections with POLB’s rail system and offer reciprocal switching arrangements. In addition, POLB is located at the end of Interstate 710 (the “710 Freeway”), which provides access to the interstate highway system. Major highway carriers serve POLB and provide transportation to all parts of the United States. Some of the containers leaving and entering POLB also are handled at the Intermodal Container Transfer Facility (the “ICTF”), a specialized rail yard located four miles from POLB for the transfer of containers between trucks and railcars, and to the switchyards of BNSF and Union Pacific. Truck travel to such switchyards takes approximately 30 to 60 minutes. The ICTF was financed and constructed by Southern Pacific Transportation Company and the Intermodal Container Transfer Facility Joint Powers Authority, a joint powers authority organized by POLB and POLA. The ICTF is now operated by Union Pacific.

POLB's cargo-handling facilities are diverse. Some of the largest facilities, or terminals, are under long-term property agreements. See “—Source of Funds for Payment of Shortfall Advances—Property Agreements” and “—Leading Revenue Producers.” Cargo terminal operations at POLB generally can be divided into four categories: container, dry bulk, general cargo and petroleum/liquid bulk. Descriptions of these operations are provided below.

Container Terminals. Containerized cargo represents the largest source of revenue for the LB Harbor Department. For the 12 months ended September 30, 2021, containerized cargo accounted for approximately 80% of the LB Harbor Department's total operating revenues, primarily from the collection of wharfage. [According to the American Association of Port Authorities, POLB was the number two-ranked container port in the nation in terms of container cargo for the year ended December 31, 2021.] The facilities at POLB handled approximately 9.4 million TEUs during calendar year 2021. The following is a summary of the major container facilities at POLB.

Pier A. SSA Terminals (Pier A), LLC, currently operates the container terminal on Pier A (the “Pier A Container Terminal”). The Pier A Container Terminal is an approximately 159-acre facility that includes three berths, a 3,600-foot-long wharf with a water depth of 50 feet, two gate facilities with a total of 28 truck lanes, a storage area for approximately 24,000 on-ground containers, power outlets for 650 refrigerated containers and an on-site railyard capable of handling two double-stack trains simultaneously. Ten gantry cranes with capacities ranging from 40 tons to 60 tons facilitate cargo movement. The facilities at the Pier A Container Terminal can handle ships carrying up to 9,500 TEUs.

Pier C. SSA Terminals LLC operates a 68-acre container terminal at Pier C (the “Pier C Container Terminal”), which includes two berths, an 1,800 foot-long wharf with a water depth of 42 feet, a storage area for approximately 4,000 on-ground containers and power outlets for 272 refrigerated containers. Three 40-ton to 60-ton capacity gantry cranes facilitate cargo movement. The facilities at the Pier C Container Terminal can handle ships carrying up to 4,500 TEUs.

Middle Harbor Terminal. The container terminals on Piers D, E and F (collectively, the “Middle Harbor Terminal”) were consolidated into one 304-acre container terminal as part of the “Middle Harbor Terminal Redevelopment Program.” The Middle Harbor Terminal Redevelopment Program was fully completed in 2021. The Middle Harbor Terminal includes three berths and a new 4,200-foot long concrete wharf with a water depth of 55 feet that supports 14 modern gantry cranes that are able to handle ships carrying up to 24,000 TEUs. The Middle Harbor Terminal is designed to move up to an estimated 3.3 million TEUs annually.

In 2012, the LB Harbor Department and Orient Overseas Container Line LLC (“OOCL”) entered into a 40-year Preferential Assignment Agreement (the “OOCL PAA”) for the Middle Harbor Terminal. Based on the guaranteed annual minimum payments required to be made by OOCL pursuant to the terms of the OOCL PAA, the LB Harbor Department expects the agreement will generate a minimum of approximately \$4.6 billion of operating revenue for the LB Harbor Department over the 40-year term. The facility is currently operated by LBCT LLC (“LBCT”). In 2017, China Overseas Shipping Company (“COSCO”) agreed to purchase the parent company of OOCL. However, in order to receive U.S. government approval for the purchase, COSCO agreed to divest its ownership in LBCT. Any purchaser of COSCO's interest in LBCT would have been required to assume all of the obligations (including guaranteed annual minimum payments) of OOCL under the OOCL PAA subject to approval of the POLB Board. On October 24, 2019, a consortium led by Macquarie Infrastructure Partners purchased LBCT from OOCL, and assumed all of the obligations (including guaranteed annual minimum payments) of OOCL under the OOCL PAA.

Pier G. International Transportation Service Inc. (“ITS”) operates a container terminal at Pier G (the “Pier G Container Terminal”). The Pier G Container Terminal is an approximately 258-acre facility that includes five berths, 6,379 feet of wharves with water depths ranging from 42 feet to 52 feet, a storage area for approximately 12,800 on-ground containers, power outlets for 1,100 refrigerated containers and an on-dock railyard. The Pier G Container Terminal has 14 gantry cranes, with capacities ranging from 30-tons to 60-tons. The facilities at the Pier G Container Terminal can handle ships carrying up to 14,000 TEUs.

Pier J. Pacific Maritime Services LLC (a joint venture between SSAT, CMA CGM and COSCO) operates from Pier J (the “Pier J Container Terminal”). The Pier J Container Terminal is an approximately 256-acre facility

that includes five berths, 5,900 feet of wharves with water depths ranging from 48 feet to 50 feet, a storage area for approximately 12,320 on-ground containers, power outlets for 685 refrigerated containers and an on-dock railyard. The Pier J Container Terminal has 15 gantry cranes, with capacities ranging from 40-tons to 60-tons. The facilities at the Pier J Container Terminal can handle ships carrying up to 18,000 TEUs.

Pier T. Total Terminals International, LLC (a joint venture between Terminal Investment Limited SARL (a subsidiary of Mediterranean Shipping Company) and Hyundai Merchant Marine) operates POLB's largest container terminal on Pier T (the "Pier T Container Terminal"). The Pier T Container Terminal is an approximately 380-acre facility that includes five berths, a 5,000 foot-long wharf with a water depth of 55 feet, a storage area for approximately 8,300 on-ground containers, power outlets for 1,850 refrigerated containers and an on-dock railyard. The Pier T Container Terminal has sixteen 65-ton gantry cranes. The facilities at the Pier T Container Terminal can handle ships carrying up to 18,000 TEUs.

Dry Bulk Facilities. For the 12 months ended September 30, 2021, dry bulk accounted for approximately 9% of the LB Harbor Department's total operating revenue, primarily through the collection of wharfage. The following describes the major dry bulk facilities at POLB.

Piers G and F. Approximately 6.3 million metric tons of dry bulk products were exported through the dry bulk terminals on Piers G and F in the fiscal year ended September 30, 2021. These products include petroleum coke, calcined petroleum coke, coal, salt, cement, soda ash, potash ash and sulfur.

The Pier G bulkloader consists of two conveyor system shiploaders operated by Metropolitan Stevedore Company. Dry bulk products are stored temporarily in seven specifically-designed sheds that have a total capacity of 586,000 tons and are moved automatically to dockside, where ships are loaded at 3,900 tons per hour. An eighth storage shed, used to store coal, has a capacity of 150,000 tons of product and includes two rotary plow feeders, with a capacity of 3,000 metric tons per hour, which are connected via conveyor to the Pier G shiploaders. The storage sheds are leased to industrial firms that transport their products to POLB for sale abroad. The entire facility is automated and is capable of high-speed handling of cargo by truck or rail. A rotary railroad car dumper is capable of emptying an entire 100-car train in less than four hours, and bottom dumpers on two different track systems also operate at high capacity.

The Pier F bulkloader consists of an automated conveyor shiploader and a ten acre silo complex operated by Koch Carbon Inc. for the storage and exporting of petroleum coke. The petroleum coke is delivered by rail or truck to the silos, screened, sorted and stored for shipment overseas.

Cement Facilities. There are two cement terminals at POLB. CEMEX Pacific Coast Cement Corporation operates a 50,000 ton capacity bulk cement terminal from Pier D. This terminal has six silos and a pollution free enclosed unloader that can unload directly into the silos. The screw type unloader has a capacity to handle up to 800 tons of cement per hour. A second cement terminal is located on Pier F and utilizes a vacuum type unloader. Operated by MCC Terminal, Inc., this facility can handle 800 tons per hour and, instead of a silo system, utilizes a warehouse (with a capacity of 52,000 tons) to house and transfer product.

Salt. At Pier F, Morton Salt Co. handles bulk solar salt shipped from Baja, California. This salt is used primarily in water softeners and by chemical companies. Conveyor belts, cranes and other equipment are used for unloading and stockpiling the crude salt, which is then graded and bagged or delivered in bulk.

General Cargo. For the 12 months ended September 30, 2021, general cargo accounted for approximately 6% of the LB Harbor Department's total operating revenue, primarily through the collection of wharfage and facilities rentals. Below is a description of the major general cargo facilities at POLB.

Vehicles. The Toyota Motor North America, Inc. automobile terminal currently occupies a total of 133 acres in the northern area of POLB on Pier B. Vehicles are unloaded at this terminal, cleaned, processed and transported to destinations from Southern California to the Midwest. Approximately 271,000 vehicles were shipped through this terminal during the fiscal year ended September 30, 2021 as compared to approximately 231,000 vehicles during the fiscal year ended September 30, 2020. A majority of all Lexus cars imported into the United States pass through this terminal. Toyota Motor Sales also exports vehicles manufactured at its factories in the United States through this terminal. Under the terms of the current lease, Toyota Motor North America, Inc. will relinquish approximately 15 of the total of 133 acres within the next two years.

Mercedes Benz vehicles arrive and are unloaded at Pier F, Berths 206 and 207. Crescent Terminals, Inc. (“Crescent Terminals”) operates Berths 206 and 207. Mercedes received approximately 64,000 vehicles in the fiscal year ended September 30, 2021 and approximately 59,000 vehicles in the fiscal year ended September 30, 2020 through these facilities.

Forest Products. Weyerhaeuser Company, a subtenant of Fremont Forest Group Corporation, located at Pier T, transports framing lumber by barge from Coos Bay, Oregon, and Longview and Aberdeen, Washington. At this facility, approximately 190 million board feet of lumber are handled annually.

Metals. SA Recycling, LLC operates a recycled steel and iron ore facility on Pier T that includes an 850 foot wharf with a steel reinforced concrete storage area and two loading cranes. The facility is served by rail and truck and has the capacity to handle 650,000 tons per year.

Break Bulk. CSA Equipment Inc. (a joint venture of SSA and Cooper/T. Smith) occupies Berths 204–205 on Pier F, and mainly handles machinery, equipment and steel products imported from the Far East. The CSA terminal has an 180,000 square foot storage shed on-site. At Berths F206 and F207 Crescent Terminals, in addition to the Mercedes Benz vehicles, handles other products, including finished steel and project cargo. The Crescent terminal has a 190,000 square foot storage shed on-site.

Petroleum/Liquid Bulk. For the 12 months ending September 30, 2021, petroleum/liquid bulk accounted for approximately 5% of the LB Harbor Department’s total operating revenue, primarily through the collection of wharfage per barrel. The following is a summary of the major petroleum/liquid bulk facilities at the Port.

Petroleum. POLB maintains five bulk oil terminals; two are leased to Tesoro Refining and Marketing Company (“Tesoro”) (on Pier B), a subsidiary of Marathon Petroleum Corp.; one is leased to Carson Cogeneration LLC, a subsidiary of Marathon Petroleum Corp. (on Pier T); one is leased to Petro Diamond Terminal Co. (“Petro Diamond”) (on Pier B); and one is leased to Chemoil Terminals LLC (“Chemoil”) (on Pier F). Each terminal is connected directly to the storage and tank farms of the respective lessee. The Tesoro and Carson Cogeneration terminals handle primarily crude oil, while the Petro Diamond and Chemoil terminals primarily handle finished petroleum products such as gasoline, vessel bunker fuel and jet fuel. The total movement of crude and refined petroleum products during the fiscal year ended September 30, 2021 was approximately 33 million metric tons as compared to approximately 30 million metric tons during the fiscal year ended September 30, 2020.

Source of Funds for Payment of Shortfall Advances

Port Tariffs. POLB derives income from tariffs assessed on shipping activity (primarily wharfage and dockage) and from leases, rentals and utility services. The POLB Board sets tariff charges for wharfage, dockage, pilotage, land usage, storage and demurrage applicable to all ships and cargo at municipal berths and wharves or otherwise using City-owned property in the Long Beach Harbor District. The current tariffs are published in POLB’s Tariff No. 4. Under the terms of the various property agreements (see “Property Agreements” below), the terminal operators, as permittees or lessees, are responsible for collecting tariff charges and for remitting to the LB Harbor Department, all or any portion of such tariff charges required to be paid to the LB Harbor Department. The LB Harbor Department charges wharfage on a per container load of freight basis for container cargoes and a commodity rate per ton of cargo basis for bulk and break-bulk cargoes. Dockage is also charged on a per vessel, per day basis.

The LB Harbor Department and all other California public ports control and determine their own individual tariff structures. However, the ports cooperate in setting tariff rates through membership in the California Association of Port Authorities (“CAPA”). One of CAPA’s goals is to establish and maintain reasonable and, as far as practicable, uniform terminal rates, charges, classifications, rules and regulations for the handling and movement of domestic and foreign waterborne cargo. These tariff provisions cover assignment of marine terminal facilities, as well as rates and provisions for vessel dockage, wharfage, wharf storage, wharf demurrage and other miscellaneous terminal charges necessary for the orderly movement of cargo. The goal is to permit California ports to obtain an adequate return on investment in order to facilitate the necessary maintenance, expansion and improvement of marine facilities. CAPA enjoys an exemption from federal antitrust laws which permits this cooperative rate setting.

The LB Harbor Department may increase tariff charges without amending the property agreements or receiving the consent of the tenants of POLB.

Property Agreements. The LB Harbor Department operates POLB as a landlord through various property agreements entered into with the tenants of POLB. The property agreements, which convey the right to use, rent or lease port assets, include leases, preferential assignment agreements, revocable permits, area assignments and pipeline licenses. Pursuant to the property agreements, the tenants of POLB pay the LB Harbor Department tariff charges (including, but not limited to, wharfage, dockage, storage and demurrage) and other fees, including land rentals.

Property agreements for industrial and commercial use constitute one of the LB Harbor Department's largest and most stable sources of income. Over the last five years, property agreements covering waterfront property and facilities have generated in excess of 95% of the LB Harbor Department's operating revenues. Under most of these agreements, the POLB Board assigns or leases property and facilities to terminal operators for original terms of up to 40 years. The property agreements with POLB's current top ten revenue producers have expiration dates ranging from 2022 to 2051, with eight of these agreements (including most of the agreements for the major container terminals) expiring between 2022 and 2051.

Most of property agreements entered into by the cargo terminal operators are in the form of preferential assignment agreements. Under the preferential assignment agreements, the terminal operators primarily pay the LB Harbor Department tariff charges, mainly wharfage (the charge assessed when cargo crosses the wharf) and dockage (the charge assessed for docking a vessel at a berth), for the use of facilities at POLB. Most of the preferential assignment agreements with the cargo terminal operators contain a guaranteed annual minimum payment. For the fiscal year ended September 30, 2021, the preferential assignment agreements with POLB's terminal operators contained guaranteed annual minimum payments of approximately 85% of total operating revenues. The preferential assignment agreements require that the compensation payable to the LB Harbor Department be renegotiated at various intervals ranging from two to five years, and if the parties cannot agree, compensation is to be set through arbitration.

Under most of the current property agreements, the terminal operators are responsible for the operation and maintenance of the property and facilities, but the LB Harbor Department retains responsibility for maintaining the structural integrity of the piers, wharves, bulkheads, retaining walls and fender systems. Under the property agreements, the tenants are required to comply with all applicable environmental standards set by federal, state or local laws. POLB tenants are liable for all costs, expenses, losses, damages, claims, cleanup costs and penalties arising from such tenant's failure to comply with applicable environmental standards. Additionally, POLB tenants are required to carry commercial general liability insurance, including bodily injury and property damage liability on the leased premises and to name the City of Long Beach, the POLB Board and the officers and employees of the LB Harbor Department as additional insureds. The property agreements also provide that if the property or facilities covered thereby are damaged by acts of God such as fire, flood or earthquake, or if work stoppages or strikes prevent operation of the property or facilities, compensation payable to the LB Harbor Department will be reduced in proportion to the interference with operations.

During the last five fiscal years ended September 30, 2021, revenues from non-waterfront properties and miscellaneous sources have accounted for approximately 5% of the LB Harbor Department's operating revenues. These agreements generally provide for flat rentals or require payment of a percentage of gross revenues, subject to a fixed minimum rental.

Long Beach Harbor Revenue Fund. The Charter of the City of Long Beach (the "Long Beach Charter") and certain POLB resolutions require that all POLB revenues be deposited with the Treasurer of the City of Long Beach and set aside in the Harbor Revenue Fund (the "Long Beach Harbor Revenue Fund"), which is established by the Long Beach Charter. From moneys on deposit in the Long Beach Harbor Revenue Fund, the Treasurer of the City of Long Beach transfers funds, as necessary, to pay debt service on POLB's outstanding indebtedness, as well as the reasonable expenses of management and other expenses necessary to operate, maintain and preserve the facilities in good repair and working order. Any revenues remaining in the Long Beach Harbor Revenue Fund after the above described transfers may be used for any lawful purpose, including, among other things, Shortfall Advances. See also "—Transfers to City of Long Beach" below.

Operating Performance

As discuss under “—Sources of Funds for Payment of Shortfall Advances” above, the LB Harbor Department derives income from tariffs assessed on shipping activity (primarily wharfage and dockage) and from leases, rentals and utility services. The following table summarizes the sources of the LB Harbor Department’s operating revenues for the past five fiscal year

TABLE C-1

**PORT OF LONG BEACH
OPERATING REVENUES
FISCAL YEARS ENDED SEPTEMBER 30, 2017 THROUGH 2021**
(thousands)

	2017	2018	2019	2020	2021
Berths & Special Facilities					
Wharfage	\$342,022	\$358,675	\$366,855	\$355,540	\$367,421
Dockage	7,134	7,219	6,460	5,709	17,563
Bunkers	1,269	1,054	747	1,183	1,400
Special Facilities Rentals	13,289	16,418	19,013	17,634	21,482
Crane Rentals	—	—	—	—	445
Other	771	1,010	721	698	\$408,312
Total Berths & Special Facilities	\$364,486	\$384,376	\$393,796	\$380,764	
Rental Properties	13,732	14,279	15,668	14,855	\$23,061
Utilities/Miscellaneous	2,792	3,023	2,809	3,010	3,271
Total Operating Revenues	\$381,010	\$401,678	\$412,273	\$398,629	\$434,644

Source: LB Harbor Department.

Leading Revenue Producers

The following companies represented the LB Harbor Department’s twenty largest customers in terms of revenues for the fiscal year ended September 30, 2021, listed alphabetically. These customers accounted for approximately 94% of the LB Harbor Department’s operating revenues in the fiscal year ended September 30, 2021. The largest single customer accounted for approximately 23% of the LB Harbor Department’s operating revenues in the fiscal year ended September 30, 2021.

TABLE C-2

**PORT OF LONG BEACH
LEADING REVENUE PRODUCERS
FISCAL YEAR ENDED SEPTEMBER 30, 2021**
(Listed Alphabetically)

Carson Cogeneration Company	Pacific Crane Maintenance Company, LLC
Chemoil Corporation	Pacific Maritime Services (Pacific Container Terminal)
Crescent Terminals, Inc.	SA Recycling, LLC
CSA Equipment Company LLC	SSA Terminals, LLC
International Transportation Service, Inc.	SSA Terminals, LLC – SSA Terminal C60/Matson Navigation
Jacobsen Pilot Service, Inc.	Tesoro Refining & Marketing
Koch Carbon, Inc.	Tesoro Refining & Marketing – Calciner
Metropolitan Stevedore Company	Tesoro Refining & Marketing – Tesoro Logistics LP

OOCL, LLC – LBCT LLC
Oxbrow Carbon & Minerals LLC

Total Terminals International, LLC
Toyota Logistics Services

Source: LB Harbor Department

Tonnage and TEUs. The LB Harbor Department tracks the volume of marine commerce by Metric Revenue Tons (“MRTs”). Marine commerce passing through POLB by MRTs and TEUs during the last five fiscal years ended September 30, 2017 through 2021 is summarized in the following table.

TABLE C-3

**PORT OF LONG BEACH
REVENUE TONNAGE AND TEU SUMMARY
FISCAL YEARS ENDED SEPTEMBER 30
(in metric revenue tons⁽¹⁾)**

	2017	2018	2019	2020	2021
Inbound Cargo					
Foreign	99,467,872	108,811,492	104,012,357	101,565,923	125,923,681
Coastwise/Intercoastal	30,977,282	30,786,620	30,058,159	27,566,754	30,949,927
Total Inbound Cargo	130,445,155	139,598,112	134,070,516	129,132,677	156,873,608
Outbound Cargo					
Foreign	32,922,688	36,217,699	34,418,220	34,061,109	34,870,612
Coastwise/Intercoastal	3,257,747	3,515,854	3,618,210	3,751,039	4,465,796
Bunkers	1,474,261	1,261,238	853,516	1,629,558	1,908,205
Total Outbound Cargo	37,654,696	40,994,791	38,889,946	39,441,706	41,244,613
Total Cargo	168,099,851	180,592,903	172,960,462	168,574,383	41,244,613
Container Count in TEUs⁽²⁾	7,230,758	8,000,929	7,747,251	7,660,976	9,500,860

⁽¹⁾ A metric revenue ton is equal to either 1,000 kilograms or one cubic meter.

⁽²⁾ A TEU represents a twenty-foot equivalent unit.

Source: LB Harbor Department

The following is a breakdown of cargo handled by POLB at municipal berths during fiscal years 2020 and 2021 in tonnage and revenue:

TABLE C-4

**PORT OF LONG BEACH
REVENUE TONNAGE BY CARGO TYPE
FISCAL YEARS ENDED SEPTEMBER 30⁽¹⁾**
(in thousands of metric revenue tons)

	2020				2021			
	Metric Revenue Tons (000s)	Percent of Total Tons	Revenue (000s) ⁽³⁾	Percent of Shipping Revenue	Metric Revenue Tons (000s)	Percent of Total Tons	Revenue (000s) ⁽²⁾	Percent of Shipping Revenue
Containerized	130,916	78%	\$301,841	79%	155,657	78%	\$325,000	80%
Dry Bulk	6,610	4	36,721	10	8,265	4	37,000	9
General Cargo	1,024	1	23,357	6	1,168	1	24,000	6
Petroleum/ Liquid Bulk	30,024	18	18,845	5	33,028	17	22,000	5
Totals	168,574	100%	\$380,764	100%	198,118	100%	\$408,000	100%

⁽¹⁾ Total revenues include operating revenues from wharfage, dockage, storage/demurrage, bunkers, special facilities rentals, crane rentals and other sources.

Source: LB Harbor Department

The following Tables C-5 and C-6 provide information about the container traffic at POLB for calendar years 2017 through 2021 and for fiscal years 2017 through 2021.

TABLE C-5

**PORT OF LONG BEACH
CONTAINER TRAFFIC
CALENDAR YEARS 2017-2021**
(TEUs⁽¹⁾)

	2017	2018	2019	2020	2021
Inbound⁽²⁾	3,863,187	4,097,377	3,758,438	3,998,340	4,581,846
Outbound⁽²⁾	1,470,514	1,523,008	1,472,802	1,475,888	1,437,916
Empties	2,210,806	2,470,638	2,400,792	2,639,088	3,364,606
Total TEUs	7,544,507	8,091,023	7,632,032	8,113,315	9,384,368

⁽¹⁾ A TEU represents a twenty-foot equivalent unit.

⁽²⁾ Fully loaded.

Sources: POLB.

TABLE C-

**PORT OF LONG BEACH
CONTAINER TRAFFIC
FISCAL YEARS ENDED SEPTEMBER 30, 2017-2021**
(TEUs⁽¹⁾)

	2017	2018	2019	2020	2021
Inbound⁽²⁾	3,698,164	4,044,261	3,861,918	3,760,763	4,666,922
Outbound⁽²⁾	1,451,151	1,564,030	1,441,007	1,492,288	1,456,297
Empties	2,081,443	2,392,637	2,444,326	2,407,925	3,377,641
Total TEUs	7,230,758	8,000,928	7,747,251	7,660,976	9,500,860

⁽¹⁾ A TEU represents a twenty-foot equivalent unit.

⁽²⁾ Fully loaded.

Sources: POLB.

Stevedoring and Cargo Handling

Arranging for stevedoring and cargo handling services is the responsibility of each marine terminal operator. Stevedoring and cargo handling at POLB are provided pursuant to a contract between the Pacific Maritime Association (the "Association") and the International Longshore and Warehouse Union ("ILWU"). The contract covers approximately 20,000 dockworkers on the West Coast, including approximately 13,000 dockworkers at POLB and POLA. The Association represents most of the ocean carriers, marine terminal operators and stevedore companies on the Pacific Coast. The major providers of stevedoring and terminal services include Cooper/T. Smith Stevedoring, Metropolitan Stevedore Company (doing business as Metro Ports), Stevedoring Services of America, and Ports America Inc., along with ocean carrier-owned terminal operating companies such as OOCL, LLC - LBCT and Total Terminals International, LLC.

The current contract between the Association and the ILWU was entered into on May 21, 2015 and was ratified by the ILWU membership on May 22, 2015, retroactive to July 1, 2014. The current contract originally had an expiration date of June 30, 2019, but a three-year extension was negotiated by the Association and the ILWU and ratified by the ILWU membership on August 7, 2017. [The current contract now has an expiration date of July 1, 2022.]

The previous contract between the Association and ILWU expired on June 30, 2014. The Association and the ILWU began negotiating a new contract in May 2014, but did not agree on a new contract until February

2015. The protracted negotiations had a compounding effect on congestion issues that slowed container cargo movements through POLB between September 2014 and February 2015. The LB Harbor Department's revenues and container volumes at POLB were temporarily impacted during the fiscal year ended September 30, 2015 as a result of the slowdown and other congestion factors, but full-fiscal year revenues were not materially affected and container volumes recovered and were slightly higher than the prior fiscal year (4%).

In December 2012, a strike by the members of the Office Clerical Unit ("OCU") of the ILWU resulted in an eight-day closure affecting only three container terminals in the San Pedro Bay that used OCU workers. The members of the OCU are employed by some of the shipping lines and terminal operators that operate at POLB and the Port of Los Angeles. The OCU and the shipping lines and terminal operators, subsequently agreed to new contracts and the closed terminals were reopened. There was no financial impact to the LB Harbor Department as a result of the OCU strike.

Prior to the OCU related work stoppage in December 2012, there had been no prolonged work stoppage since October 2002. In October 2002, after the Association and the ILWU failed to agree upon a new contract, the shipping lines and terminal operators instituted a lock-out of ILWU workers, thereby shutting down all West Coast ports, including POLB, for 10 days. Work resumed when the President of the United States ordered the ports to re-open pursuant to the Taft-Hartley Act. Prior to the 2002 lock-out, there had not been a prolonged work stoppage since 1971. Other than the work stoppages in 1971 and 2002, there has generally been a history of excellent working relationships between the ILWU and the employers represented by the Association. Prolonged work slowdowns or stoppages, particularly if combined with excessive congestion, could adversely affect revenues of the LB Harbor Department. The employees of the LB Harbor Department do not work for the tenants of POLB or the stevedoring companies.

Summary of Historical Operating Results

The following table shows POLB's Statement of Revenues and Expenses for the five fiscal years ending September 30, 2021.

TABLE C-7

PORT OF LONG BEACH
COMPARATIVE SUMMARY OF STATEMENTS OF REVENUES AND EXPENSES
FISCAL YEARS ENDED SEPTEMBER 30⁽¹⁾
(thousands)

	2017	2018	2019	2020	2021
Port Operating Revenues:					
Berths/Special Facilities	\$ 364,486	\$ 384,376	\$ 393,796	\$ 380,764	\$ 408,312
Rental Properties	13,732	14,279	15,668	14,855	23,061
Miscellaneous	2,793	3,023	2,809	3,010	3,271
Total Port Operating Revenues	\$ 381,010	\$ 401,678	\$ 412,273	\$ 398,629	\$ 434,644
Port Operating Expenses:					
Operation/Administrative	\$ 142,641	\$ 139,259	\$ 135,038	\$ 142,708	\$ 134,723
Depreciation/Amortization	148,445	147,224	144,716	149,652	172,827
Total Port Operating Expenses	\$ 291,086	\$ 286,482	\$ 279,754	\$ 292,360	\$ 307,550
Income from Port Operations	\$ 89,924	\$ 115,196	\$ 132,519	\$ 106,269	\$ 127,094
Non-operating Income (Expense)					
Investment Income, Net	\$ 1,706	\$ 4,808	\$20,197	\$16,404	\$(637)
Interest Expense	(5,883)	(14,536)	(13,513)	(35,539)	(26,431)
Equity in Income From Joint Venture	2,162	2,001	2,596	2,461	2,243
Discontinued Capitalized Projects	-	(2,889)	(16,493)	(2,280)	(839)
Other Income (Expense), Net	4,577	3,022	522	(3,248)	4,292
Total Non-Operating Income (Expense)	\$2,562	\$(7,594)	\$(6,691)	\$(22,202)	\$(21,372)
Income Before Operating Transfers/Grants	\$92,486	\$107,602	\$125,828	\$84,067	\$105,722
Net Operating Transfers	\$ (19,448)	\$ (20,084)	\$ (20,614)	\$ (21,253)	\$ (21,598)
Capital Grants	73,072	67,511	68,592	45,044	11,769
Change in Net Position	\$ 146,110	\$ 155,029	\$ 173,807	\$ 107,858	\$ 95,893
Total Net Position (beginning of fiscal year)	\$3,780,027	\$3,926,137	\$4,081,165	\$4,254,972	\$4,362,830
Total Net Position (end of fiscal year)	\$3,926,137	\$4,081,166	\$4,254,972	\$4,362,830	\$4,458,723

⁽¹⁾ Totals may not add due to rounding.

Source: Harbor Department of the City of Long Beach

POLB Capital Development Program

Master Plan; Long-Term Land Use Study. On October 17, 1978, the California Coastal Commission (the “CCC”) certified POLB’s “Port Master Plan” (the “LB Port Master Plan”) as being in conformance with the policies of Chapters 8 and 3 of the California Coastal Act. The LB Port Master Plan has been amended on numerous occasions since 1978. All amendments to the LB Port Master Plan that required the approval of CCC were approved by CCC. The LB Port Master Plan was last comprehensively updated and certified in 1990. The purpose of the LB Port Master Plan is to provide the LB Harbor Department with a planning tool to guide future development of POLB and to ensure that projects and developments in the Long Beach Harbor District are consistent with the requirements of the California Coastal Act. The LB Port Master Plan identifies proposed uses of land and water areas within the Long Beach Harbor District and establishes a flexible framework allowing for development of POLB and is updated periodically.

In January 2022, the LB Harbor Department released a “Revised Draft Port Master Plan.” The update process is guided by the California Coastal Act and involves evaluation of land use and water use designations, reconfiguration of planning districts, and identification of anticipated projects. In addition, the update incorporates previously certified LB Port Master Plan amendments and updates the overall goals and policies for long-range development. The update to the LB Port Master Plan is needed to consider changes in the global shipping industry, technological advances, and important factors such as climate change and energy resources consistent with the LB Harbor Department’s “Green Port Policy” objectives. The LB Harbor Department anticipates certification of the update to the LB Port Master Plan by CCC in 2022.

Capital Plan. In addition to the LB Port Master Plan, the LB Harbor Department maintains a 10-year capital plan (the “LB Capital Plan”) which sets forth the specific projects the LB Harbor Department expects to develop and construct over the next ten years. The current LB Capital Plan consists of capital improvements to be undertaken at POLB between 2022 and 2031. As of the date of this Official Statement, the LB Capital Plan has an aggregate estimated cost of approximately \$1.6 billion. The LB Capital Plan will focus on addressing increased cargo-handling efficiency with new technology and sustainable infrastructure, while building on POLB’s commitment to the environment and the community. The current LB Capital Plan includes, but is not limited to, the following capital projects and improvements: the Pier B On-Dock Rail Support Facility Program, other rail network improvement projects, terminal development and certain public works general infrastructure improvements. The LB Harbor Department expects to finance the costs of the LB Capital Plan with the following sources: available revenues of the LB Harbor Department, proceeds of POLB harbor revenue bonds, State and federal grants, one or more loans provided under the Transportation Infrastructure Finance and Innovation Act and/or a Railroad Rehabilitation & Improvement Financing loan.

Following is a brief description of some of the major projects included in the LB Capital Plan:

Pier B On-Dock Rail Support Facility Program. The LB Capital Plan includes critical rail projects designed to increase the efficient movement of cargo while promoting a mode-shift from truck to rail. The largest component is the Pier B On-Dock Rail Support Facility Program, which will consist of a significant new staging yard to sort and stage trains while adding 10,000-ft long tracks to improve POLB’s ability to accommodate long trains. This program will be under various stages of design, right of way acquisition and construction bidding in the later part of the fiscal year ending September 30, 2023.

Other Rail Network Improvement Projects. A fourth track at Ocean Boulevard will increase operational efficiency through the addition of a new track resulting in four contiguous rail tracks through this area of POLB improving switching and arrival and departure coordination among Piers E, F, G & J. This project began construction in 2022. Additionally, the Terminal Island Wye Track Realignment will double track the Pier S lead, increasing operational efficiency between the Pier T on-dock rail yard and the break bulk terminals at Pier T East.

Terminal Development. A final project, consisting of a second battery exchange building, will be constructed as part of the Middle Harbor Redevelopment Program. This project will support the terminal’s zero-emission cargo handling equipment.

Also included in the LB Capital Plan is the Pier G Berth G236 Wharf Improvement project. This project will enable the berth to accommodate larger vessels that are projected to call, up to 14,000 TEUs. The project

includes lengthening the wharf at Berth G236 by approximately 240 feet, including dredging, pile driving fill, surcharge, paving, crane power and a new shore power outlet for plugging in vessels while at-berth. Upon completion of this project, the Pier G container terminal will have two berths capable of handling vessels up to 14,000 TEUs, and a third berth capable of receiving smaller vessels.

Public Works General Infrastructure. The LB Capital Plan addresses various public works infrastructure project based upon condition-assessments and corresponding improvement plans. These plans address sewer, water, storm water, streets and public access. Projects under construction include: the Coastal Bike Trail Connector at Ocean Blvd. project, which will link the Los Angeles River trail to the Gerald Desmond Bridge path to Golden Shore; and the Pier G Avenue Infrastructure Improvement project, which consists of sewer, storm drain, water, and paving improvements.

Environmental Compliance

General. The LB Harbor Department is required to comply with the provisions of a number of federal and state laws designed to protect or enhance the environment. The two basic laws are the Federal National Environmental Policy Act (“NEPA”) and the State of California Environmental Quality Act (“CEQA”). Other federal environmental laws applicable to POLB include the Resources Conservation and Recovery Act, which governs the cleanup, treatment and disposal of hazardous waste; the Clean Air Act, which governs the release of air pollutants; the Toxic Substances Control Act, which governs the handling and disposition of polychlorinated biphenyls (PCBs) and other toxic substances; the Marine Protection, Research and Sanctuary Act of 1972, which governs the ocean dumping of dredged materials; the Rivers and Harbors Act, which governs navigable waterways; and the Clean Water Act, which governs discharges to surface waters. Enforcement agencies include the U.S. and California Environmental Protection Agencies and the U.S. Army Corps of Engineers, which rely on consultation and advice from various federal resource agencies.

The LB Harbor Department also is required to conform to provisions of a number of other State environmental laws, including the Hazardous Waste Control Act, which governs hazardous waste treatment and disposal, and the Porter-Cologne Act, which governs surface and ground water quality. State enforcement agencies include the Department of Toxic Substances Control, the State Water Resources Control Board and the local Regional Water Quality Control Board. The California Air Resources Board (“CARB”) and the regional Air Quality Management District administer the federal Clean Air Act.

Additional environmental laws and regulations may be enacted and adopted, and/or court cases decided, in the future that could be applicable to the LB Harbor Department and POLB. See “Air Pollution Reduction Programs—Air Pollution Reduction Programs (Clean Air Action Plan)” below. The LB Harbor Department is not able to predict what those laws, regulations and/or cases may provide or the costs to the LB Harbor Department to comply with such laws and regulations. Any additional environmental laws and regulations could significantly delay or limit the LB Harbor Department’s plans to construct and develop new revenue generating facilities at the Port. See “—POLB Capital Development Program.”

In conforming to these laws and their implementing regulations, the LB Harbor Department has instituted a number of compliance programs and procedures. Some of these are ongoing, including the sampling and analysis of harbor sediments to comply with dredging permit requirements; monitoring of water quality at stormwater outfalls; and oversight of the LB Harbor Department and tenant housekeeping practices. Other compliance activities are carried out on an intermittent basis as necessary. These include disposal of contaminated soil excavated from construction sites, surveys of LB Harbor Department-owned buildings for asbestos, and associated remedial actions, other hazardous substances site cleanup related to spills, release and illegal disposal of materials and substances on POLB property by third parties, and monitoring and reporting pursuant to construction permits related to air and water quality.

The LB Harbor Department’s agreements with its tenants require the tenants to take the responsibility for complying with all applicable environmental laws and regulations and for financing the cost associated with cleaning up spills of fuels, oils and other hazardous substances.

Pollution Reduction Programs.

Air Pollution Reduction Programs (Clean Air Action Plan). In 2005, the LB Harbor Department, together with the Port of Los Angeles, developed the San Pedro Bay Ports Clean Air Action Plan (the “Ports Clean Air Action Plan”) with input from the EPA, CARB, and the South Coast Air Quality Management District (“SCAQMD”). The Ports Clean Air Action Plan was updated and reauthorized in 2010 and again in 2017. The Ports Clean Air Action Plan is the LB Harbor Department’s long- term comprehensive plan to address air pollution emissions from Port-related sources. The Ports Clean Air Action Plan addresses the five primary categories of Port-related emission sources (ships, trucks, trains, cargo handling equipment and harbor craft), and outlines specific, detailed strategies to reduce emissions from each category. Through implementation of the Ports Clean Air Action Plan, since 2005, there has been a 90% reduction in diesel particulate matter, a 97% reduction in sulfur oxides and a 63% reduction in nitrogen oxides emissions from Port-related sources. The 2017 update to the Ports Clean Air Action Plan includes several updates, including goals of achieving zero emission cargo handling equipment by 2030 and zero emission drayage truck fleets by 2035. The Ports Clean Air Action Plan has and will require a significant investment by the LB Harbor Department, the Port of Los Angeles and private sector businesses and will expedite the introduction of new and innovative methods of reducing emissions prior to any federal or State requirements being imposed on POLB and POLA. See “2016 AQMP Indirect Source Rule” below.

Pursuant to the Ports Clean Air Action Plan, the LB Harbor Department has undertaken several programs to lower air pollution levels at POLB, including, but not limited to: (a) an incentive-based program that encourages vessels entering the Ports of Long Beach and Los Angeles to lower their speeds (faster speeds produce higher emissions) (the “Green Flag Incentive Program”); (b) an incentive-based program to encourage vessel operators to deploy their lowest pollution-emitting ships to the Ports of Long Beach and Los Angeles (the “Green Ship Incentive Program”); (c) accelerated replacement of cargo handling equipment with equipment that produces near-zero or zero emissions by 2030; (d) use of shore-side electrical power for ships calling at POLB (also known as “cold ironing”); (e) a Technology Advancement Program which seeks to accelerate the verification or commercial availability of new, clean technologies, through evaluation and demonstration in port operations; (f) replacement of the entire fleet of 16 switcher locomotives operated by Pacific Harbor Line with less polluting locomotives and the purchase of six generator set locomotives which meet the cleanest engine standards; and (g) the Clean Trucks Program, which requires progressively cleaner engine standards for trucks operating at the Port, including establishing the goal to transition drayage trucks to zero emissions by 2035 (see “Clean Trucks Program” below for additional information).

Clean Trucks Program. One of the programs the LB Harbor Department has undertaken in an effort to lower air pollution levels at POLB is the Clean Trucks Program (the “CTP”). The CTP instituted a series of progressive bans adopted by POLB and POLA designed to gradually restrict older, more polluting trucks from operating at the marine terminals at the Ports of Long Beach and Los Angeles until eventually all trucks operating at the terminals of the Ports of Long Beach and Los Angeles would be required to meet the EPA’s 2007 On-Road Heavy Duty emissions standards. The CTP targets emissions from heavy duty trucks that move cargo in and out of the marine terminals at POLB. The CTP successfully reduced air emissions and health risks by modernizing POLB’s trucking fleet. As a result of continued modernization of the truck fleet, currently about half have been upgraded to meet the even cleaner EPA 2010 on-road heavy duty emissions standards. The LB Harbor Department has no remaining financial obligations under the original CTP.

In 2017, POLB and POLA updated the Ports Clean Air Action Plan, by setting a goal to transition to zero-emission trucks by 2035. In support of this goal, POLB and POLA adopted a new Clean Truck Fund Rate (the “CTF Rate”) of \$10 per loaded container to be paid by cargo owners. Zero-emission trucks are exempt from the CTF Rate, and low-nitrogen-oxide (low NOx) trucks are exempt under limited conditions. In Long Beach, low NOx trucks will be exempt through December 31, 2034, if purchased by November 8, 2021, active in port service and retained by the original owner, or through December 31, 2031, if registered by December 31, 2022, or ordered by July 31, 2022, and registered within 30 days of receipt of the truck. The revenues collected from the CTF Rate will fund incentives and/or will provide financial support to deploy clean heavy-duty Class 8 drayage trucks that serve POLB and POLA, as well as associated charging or fueling infrastructure for zero-emission trucks. POLB and POLA began collecting the CTF Rate on April 1, 2022. POLB and POLA expect the rate to generate approximately \$40-45 million each year, although amounts will fluctuate with cargo volumes and truck activity, and will likely decrease over time as the population of rate-exempt zero-emission trucks grows.

Security

As a result of the terrorists attacks of September 11, 2001, the Maritime Transportation Security Act of 2002 (“MTSA”) was signed into law on November 25, 2002 to require sectors of the maritime industry to implement measures designed to protect the ports and waterways of the U.S. from a terrorist attack. MTSA requires interagency teamwork within the Department of Homeland Security, including, the U.S. Coast Guard, the Transportation Security Administration (the “TSA”) and the Bureau of Customs and Border Protection, and the Department of Transportation’s Maritime Administration to develop security regulations. The security regulations focus on those sectors of maritime industry that have a higher risk of involvement in a transportation security incident, including various tank vessels, barges, large passenger vessels, cargo vessels, towing vessels, offshore oil and gas platforms, and port facilities that handle certain kinds of dangerous cargo or service the vessels listed above. Such regulations were implemented on July 1, 2003, and final rules became effective in November 2003. The regulations provide for port and vessel owners and operators to assess their vulnerabilities, and to then develop plans that may include implementing vehicle, container and baggage screening procedures, designating security patrols, establishing restricted areas, implementing personnel identification procedures, accessing control measures, and/or installing surveillance equipment. The LB Harbor Department and each of its applicable tenants have in place procedures for complying with MTSA.

To comply with MTSA regulations and based on the LB Harbor Department’s own initiatives, the LB Harbor Department is implementing certain security measures. The LB Harbor Department has installed and implemented a video camera surveillance system to monitor activities throughout the POLB complex. To address waterside threats, the LB Harbor Department has a radar detection system and has agreements with the Long Beach Police Department to provide 24/7 “on water” patrol capability. The LB Harbor Department is working with marine terminal operators and other stakeholders within and outside POLB to share video camera feeds, thereby enhancing overall regional security monitoring capabilities. The LB Harbor Department has installed tools to assist in emergencies, including programmable highway signs, and an automated emergency notification system to provide secure communications with tenants and emergency services. The LB Harbor Department continues to support efforts by the TSA to implement a transportation workers identification card. The LB Harbor Department has improved and continues to enhance physical security throughout the Port complex by installing security fencing, lighting, barriers and access control systems. These improvements are being applied to all infrastructure above and below ground. Radiation portal monitors have been installed at all of the container terminals, which are managed by the U.S. Customs & Border Protection. All containers originating at foreign ports will be tested for the presence of radioactive materials when leaving POLB.

In February 2009, the LB Harbor Department opened the Joint Command & Control Center which serves as the LB Harbor Department Security Division and Port Police Division headquarters and functions as a multi-agency incident command post, housing approximately 120 personnel (which is triple the level of staffing on September 11, 2001). The Command and Control Center functions as a “maritime domain awareness center” and combines and displays all the surveillance, detection and monitoring data from throughout POLB; this data is shared and communicated with facility security personnel and law enforcement agencies that protect the harbor complex. In addition, the LB Harbor Department has implemented a geo-spatial software platform that provides a common operational picture of the region’s maritime domain to support daily security functions, incident response, and recovery operations. The Command and Control Center also is the home to the Maritime Coordination Center, which coordinates the response to offshore illicit activities for over 70 different maritime law enforcement entities along 320 miles of California coastline.

In 2016 and 2017, the LB Harbor Department took delivery of two new state-of-the-art fireboats that will, among other things, enable it to respond more effectively to fires on mega-cargo ships. In addition, these fireboats are equipped with chemical, biological, radiological, and nuclear response capabilities and have an air tight citadel and equipment that enables them to respond to hazardous incidents.

There can be no assurance that MTSA requirements will not become more strict or that additional requirements may require the LB Harbor Department to incur additional security-related expenses.

National and local law enforcement officials have warned that additional terrorist attacks upon key infrastructure and other targets in the United States are possible. POLB and the surrounding waterways are

particularly visible infrastructure assets that could be the subject of future attempted terrorist attacks. A shutdown of the POLB complex could have a significant impact on the U.S. economy. A terrorist attack on POLB or the surrounding waterways or an attack somewhere else in the country or the world could have a material adverse effect on the collection of revenues of the LB Harbor Department.

Outstanding Indebtedness

As of May 31, 2022, POLB had \$593,275,000 aggregate principal amount of its harbor revenue bonds (the “Harbor Revenue Bonds”) outstanding, \$50 million of its subordinate revolving obligations (the “Subordinate Revolving Obligations”) outstanding, and a \$500 million loan (the “TIFIA Loan”) outstanding provided to POLB by the U.S. Department of Transportation, acting by and through the Executive Director of the Build America Bureau (the “TIFIA Lender”). The principal of and interest on the Harbor Revenue Bonds, the Subordinate Revolving Obligations and the TIFIA Loan are payable from and are secured by a pledge of and a lien and charge upon the LB Harbor Department’s revenues prior to the payment of Shortfall Advances. The outstanding Harbor Revenue Bonds bear interest at fixed rates that range from 4% to 5% and mature on or before May 15, 2047.

The Subordinate Revolving Obligations are purchased by MUFG Union Bank, N.A. (the “Subordinate Revolving Obligations Bank”) pursuant to the terms of a revolving credit agreement, as amended (the “Subordinate Revolving Credit Agreement”), by and between POLB and the Subordinate Revolving Obligations Bank. POLB can borrow up to \$250 million under the Subordinate Revolving Credit Agreement at any one time. The Subordinate Revolving Obligations bear interest at variable interest rates based on the Secured Overnight Financing Rate (SOFR). The Subordinate Revolving Credit Agreement has a stated expiration date of April 14, 2025, unless otherwise terminate earlier or extended, as the case may be, pursuant to the terms of the Subordinate Revolving Credit Agreement.

On May 1, 2022, POLB entered into a loan agreement (the “TIFIA Loan Agreement”) with the TIFIA Lender, pursuant to which the TIFIA Lender made the TIFIA Loan to the LB Harbor Department. The TIFIA Loan Agreement replaced a loan agreement POLB and the TIFIA Lender had entered into in 2014 and increased the loan from \$325 million to \$500 million. The proceeds of the TIFIA Loan were used to finance a portion of the costs of designing and constructing the new Gerald Desmond Bridge. The TIFIA Loan bears interest at a rate of 1.260% and has a final maturity date of May 15, 2055.

Transfers to City of Long Beach

Pursuant to Chapter XII, Section 1209(c)(4) of the Long Beach Charter, at the beginning of each fiscal year, by a two-thirds vote of the members of the City Council of the City of Long Beach may determine that an amount not to exceed 5% of the gross operating revenues of the LB Harbor Department for the previous fiscal year shall be transferred from the Long Beach Harbor Revenue Fund to the City of Long Beach’s Tideland’s Operating Fund. Any amounts transferred to the City of Long Beach’s Tideland’s Operating Fund must be approved by a majority of all members of the POLB Board. When approving any transfer, the POLB Board must determine that the amount to be transferred will not be needed for LB Harbor Department operations, including, without limitation, operating expenses and capital projects, and that such transfer will not result in insufficient funds to pay the principal and interest on POLB’s indebtedness, or otherwise impair the ability to meet covenants with respect to POLB’s indebtedness. The LB Harbor Department transferred approximately \$21.6 million (5% of the LB Harbor Department’s gross operating revenue for the fiscal year ended September 30, 2020) from the Long Beach Harbor Revenue Fund to the City of Long Beach’s Tideland’s Operating Fund for the fiscal year ended September 30, 2021. The POLB Board expects to approve transfers of approximately \$21.7 million (5% of the LB Harbor Department’s gross operating revenue for the fiscal year ended September 30, 2021) from the Long Beach Harbor Revenue Fund to the City of Long Beach’s Tideland’s Operating Fund during the fiscal year ending September 30, 2022. The LB Harbor Department expects that for the foreseeable future transfers will continue to be made each fiscal year from the Long Beach Harbor Revenue Fund to the City of Long Beach’s Tideland’s Operating Fund.

Audited Financial Statements

POLB’s audited financial statements for the fiscal year ended September 30, 2021, and the report of the auditor dated March 29, 2022, is included below in this Appendix C. KPMG LLP, the independent auditor, has

not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements of POLB addressed in that report. KPMG LLP also has not performed any procedures relating to POLB's information included in this Official Statement.

APPENDIX C-1

**HARBOR DEPARTMENT OF THE CITY OF LONG BEACH
AUDITED FINANCIAL STATEMENTS FOR THE
FISCAL YEAR ENDED SEPTEMBER 30, 2021**

APPENDIX D

THE RAILROADS

The Railroads have not provided the information contained in this Official Statement and have not reviewed this Official Statement. The information concerning the Railroads contained or referred to in this Official Statement has been obtained from publicly available sources and has not been independently verified. The Authority makes no representations about this information.

Available Information

BNSF and the parent corporation of Union Pacific currently are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and are required to file reports and other information with the Securities and Exchange Commission (the “SEC”). The reports and other information can be inspected and copied at the public reference facility that the SEC maintains, or may be accessed electronically by means of the SEC’s home page on the Internet. The Authority is not responsible for and makes no representation concerning information filed by BNSF and the parent corporation of Union Pacific.

Each of the Railroads also has covenanted to provide certain financial information for the benefit of holders and beneficial owners of the Series 2022 Bonds. This information is incorporated in documents filed with the SEC. Each of the Railroads has agreed that if in the future it is no longer subject to the informational requirements of Section 13 or 15(d) of the Exchange Act, it will notify the Trustee and will furnish certain financial information and operating data to the MSRB through its EMMA system.

Union Pacific

Union Pacific Corporation, the parent of Union Pacific, has filed with the SEC the following documents:

- Annual Report on Form 10-K for the fiscal year ended December 31, 2021;
- Quarterly Report on Form 10-Q for the quarter ended March 31, 2022; and
- Current Reports on Form 8-K filed on January 20, 2022, February 4, 2022, February 10, 2022, February 14, 2022, February 17, 2022 and April 21, 2022.

Prior to the issuance of the Series 2022 Bonds, Union Pacific Corporation may file other reports required by Section 13 or 15(d) of the Exchange Act, including Current Reports on Form 8-K.

BNSF

BNSF has filed with the SEC the following documents:

- Annual Report on Form 10-K for the fiscal year ended December 31, 2021; and
- Quarterly Report on Form 10-Q for the quarter ended March 31, 2022.

Prior to the issuance of the Series 2022 Bonds, BNSF may file other reports required by Section 13 or 15(d) of the Exchange Act, including Current Reports on Form 8-K.

APPENDIX E
SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS

SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS

Presented below are brief summaries of certain provisions contained in the Master Indenture, as amended and supplemented, including by the Fifteenth Supplemental Indenture, the Use Permit and the Operating Agreement. Such summaries are not to be considered full statements pertaining thereto. Reference is directed to such documents for the complete text thereof. Copies of such documents are available from the Authority. References in this APPENDIX E to the Federal Loan are no longer applicable following the issuance of the Series 2004 Bonds and the Authority's prepayment of the Federal Loan. See "THE AUTHORITY'S OUTSTANDING BONDS" in this Official Statement.

INDENTURE

Definitions

The following are definitions of certain terms used in the Official Statement, including the summary of certain provisions of the Master Indenture, as amended or supplemented to date, including by the Fifteenth Supplemental Indenture.

"Accreted Value" means with respect to any Capital Appreciation Bond, the principal amount thereof plus the interest accrued thereon from its delivery date, compounded at the approximate interest rate thereof on the Compounding Date specified therein. With respect to any Capital Appreciation Bonds, the Accreted Value at any date to which reference is made shall be the amount set forth in the Accreted Value Table as of such date, if such date is a Compounding Date, and if not, shall be determined by straight line interpolation, as calculated by the Trustee, with reference to such Accreted Value Table.

"Accreted Value Table" means the table denominated as such, and to which reference is made in a Supplemental Indenture for any Capital Appreciation Bonds issued pursuant to such Supplemental Indenture.

"Accretion Period" means with respect to any Series 2023A Bonds which are Convertible Capital Appreciation Bonds, the period from the date of delivery of such Series 2023A Bonds through the Conversion Date.

"Administrative Costs" means the administrative costs of the Authority as defined in and determined pursuant to the Operating Agreement.

"Annual Accounting" means the final accounting annually undertaken by the Authority pursuant to the Master Indenture.

"Authority" means the Alameda Corridor Transportation Authority, a joint powers authority established pursuant to the provisions of the JPA Law and the JPA Agreement, a public entity separate and apart from its members.

"Authority Treasurer" means the Treasurer of the Authority selected in accordance with the JPA Law and the JPA Agreement.

"Authorized Authority Representative" means one or more officials or employees of the Authority designated by the Board to act as an Authorized Authority Representative for the purposes specified in such designation. Except to the extent limited in any such designation, any action required or authorized to be taken by the Board or the Authority in the Master Indenture or in any Supplemental Indenture may be taken by an Authorized Authority Representative.

"Authorized Denominations" means, (i) with respect to the Series 2023A Bonds which are Current Interest Bonds, \$5,000 or any integral multiple thereof, (ii) with respect to the Series 2023A Bonds which are Capital Appreciation Bonds, denominations such that the Accreted Value of such Series 2023A Bonds as of the maturity date thereof shall equal \$5,000 or any integral multiple thereof, and (iii) with respect to the Series 2023A Convertible Capital Appreciation Bonds (a) on any date during the Accretion Period, denominations such that the Accreted Value on the Conversion Date shall equal \$5,000 or any integral multiple thereof, and (b) subsequent to the Accretion Period, denominations of \$5,000 or any integral multiple thereof.

"Balloon Indebtedness" means, with respect to any Series of Bonds, 25% or more of the principal or Accreted Value of which matures on the same date or within a 12-month period, that portion of the principal or Accreted Value of the Bonds of such Series which matures on such date or within such 12 month period. For purposes of this definition, the principal amount or Accreted Value maturing on any date shall be reduced by the amount of such indebtedness

which is required, by the documents governing such indebtedness, to be amortized by prepayment or redemption prior to its stated maturity.

“*Board*” means the Governing Board of the Authority, as described in the JPA Agreement.

“*Bond*” or “*Bonds*” means Senior Lien Bonds, First Subordinate Lien Bonds and Second Subordinate Lien Bonds of the Authority issued under and in accordance with the provisions of the Master Indenture but not including the Federal Loan.

“*Bond Insurance Policy*” means each financial guaranty insurance policy issued by a Bond Insurer insuring the payment of the principal or Accreted Value of (but not the redemption price other than mandatory sinking fund redemption) and interest on a Series of Bonds when due.

[“*Bond Insurer*” means (i) for the Series 1999 Bonds, MBIA Insurance Corporation or its successors and assigns, (ii) for the Series 2004 Bonds, Ambac Assurance Corporation, or its successors and assigns, (iii) for the Series 2013A Bonds, Assured Guaranty Municipal Corporation, or its successors and assigns, (iv) for the Series 2016B Insured Bonds, Assured Guaranty Municipal Corporation, or its successors and assigns, (v) for the Series 2022A Insured Bonds, [_____], or its successors and assigns, (vi) for the Series 2022B Insured Bonds, [_____], or its successors and assigns, (vii) for the Series 2022C Insured Bonds, [_____], or its successors and assigns, (viii) for the Series 2023A Insured Bonds, [_____], or its successors and assigns, and (ix) for Bonds of any other Series, the bond insurer, if any, named in the Supplemental Indenture providing for the issuance of the Bonds of such Series.]

“*Bond Obligation*” means as of any date of calculation (1) with respect to any Outstanding Current Interest Bonds, the principal amount of such Bond and (2) with respect to any Outstanding Capital Appreciation Bond, the Accreted Value thereof.

“*Bondholder*,” “*holder*,” “*owner*” or “*registered owner*” means the person in whose name any Bond or Bonds are registered on the books maintained by a Registrar and shall include any Credit Provider or Liquidity Provider to which a Repayment Obligation is then owed, to the extent that such Repayment Obligation is deemed to be a Bond under the provisions of the Master Indenture.

“*Bond Year*” means the period of time commencing on October 1 through and including the September 30 immediately following, so long as any Bonds are Outstanding. Debt Service to be accrued in any Bond Year shall include debt service payable on the immediately following October 1.

“*Business Day*” means a day on which banks located in New York, New York, in Los Angeles, California and in the city in which the principal corporate trust office of the Trustee is located are open, and, for the purpose of determining a Business Day for Bonds that are commercial paper or Variable Rate Indebtedness, a day on which the New York Stock Exchange is open.

“*Capital Appreciation Bonds*” means any Bonds the interest on which is compounded and not scheduled to be paid until maturity, conversion or prior redemption thereof. Capital Appreciation Bonds may be converted to Current Interest Bonds pursuant to a Supplemental Indenture.

“*Code*” means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations applicable thereto.

“*Compounding Date*” means the date on which principal and interest on any Capital Appreciation Bond is compounded, as specified in such Capital Appreciation Bond.

“*Construction Fund*” means any of the Construction Funds authorized to be created by the Master Indenture.

“*Consultant*” means any Independent consultant, consulting firm, engineer, architect, engineering firm, architectural firm, accountant or accounting firm, actuary, insurance consultant, or other expert recognized to be well-qualified for work of the character required and retained by the Authority to carry out the duties provided for such consultant in the Master Indenture.

“*Container Charges*” means the charges by that name as more particularly defined in the Operating Agreement which each Railroad is obligated to pay to the Authority pursuant to the Operating Agreement.

“*Contingent Port Obligations*” means an amount equal to 40% of (i) the Annual Amount (as defined in the Operating Agreement) and (ii) the Federal Loan payments due in any year or partial year (which is the maximum amount the Ports may be obligated to pay to the Authority pursuant to the Operating Agreement).

“*Continuing Disclosure Certificate*” means (i) that certain Continuing Disclosure Certificate by the Authority and the Ports dated the date of issuance and delivery of the Series 1999 Bonds, (ii) that certain Continuing Disclosure Certificate dated as of February 1, 2004 by the Authority and the Ports in connection with the issuance by the Authority of the Series 2004 Bonds, (iii) that certain Continuing Disclosure Certificate dated as of February 1, 2013 by the Authority and the Ports in connection with the issuance by the Authority of the Series 2013A Bonds, (iv) that certain Continuing Disclosure Certificate dated as of May 24, 2016 by the Authority and the Ports in connection with the issuance by the Authority of the Series 2016 Bonds, (v) that certain Continuing Disclosure Certificate dated as of _____, 2022 by the Authority and the Ports in connection with the issuance by the Authority of the Series 2023A Bonds, and (vi) any other continuing disclosure certificate or certificates by the Authority and the Ports for any other Series of Bonds identified in the Supplemental Indenture pursuant to which such Series of Bonds are issued, as amended from time to time in accordance with the terms thereof.

“*Convertible Capital Appreciation Bonds*” means the Bonds of any Series as to which interest accruing is not paid prior to the expiration of the specified Accretion Period and, prior thereto, is compounded periodically on certain designated dates.

[“*Conversion Date*” means [October 1, 20__], the date of expiration of the Accretion Period.]

“*Costs of Issuance*” means all costs and expenses incurred by the Authority in connection with the issuance of one or more Series of Bonds, as more particularly described in a Supplemental Indenture, including, but not limited to, costs and expenses of printing and copying documents, the official statement or the Bonds, bond insurance premiums, if any, underwriters’ compensation and the fees, costs and expenses of rating agencies, the Trustee, counsel, accountants, financial advisors, feasibility consultants, engineering consultants, actuaries and insurance consultants, other consultants, and other financing costs related to any Series of the Bonds.

“*Costs*” or “*Costs of the Project*” means all costs of planning, developing, financing, constructing, installing, equipping, furnishing, improving, acquiring, enlarging and/or renovating the Project and placing the same in service and reasonable contingencies and reserves therefor, and shall include, but not be limited to the following: (1) costs of real or personal property, rights, franchises, easements and other interests in property, and the cost of demolishing or removing structures and site preparation, infrastructure development, and landscaping and acquisition of land to which structures, debris or earth may be removed and the costs and expenses related to such removal; (2) costs of materials and supplies, machinery, equipment, vehicles, rolling stock, furnishings, improvements and enhancements; (3) labor and related costs and costs of services provided, including costs of consultants, advisors, architects, engineers, accountants, actuaries and insurance consultants, planners, attorneys, and financial and feasibility consultants; (4) financing expenses, including capitalized interest and reserves; and (5) such other costs and expenses (including administrative fees and expenses) that can be capitalized under generally accepted accounting principles in effect at the time the cost is incurred by the Authority.

“*Credit Facility*” means a policy of municipal bond insurance, a letter of credit, line of credit, guarantee, standby purchase agreement or other financial instrument which obligates a third party to make payment of or provide funds to the Trustee for the payment of the principal or Accreted Value of and/or interest on and/or the purchase price of any Series of Bonds, but not including any Debt Service Reserve Surety Policy.

“*Credit Provider*” means the issuer of a Credit Facility.

“*Current Interest Bonds*” means the Bonds of any Series, other than Capital Appreciation Bonds, which pay interest at least annually to the owners thereof excluding the first payment of interest thereon.

“*Debt Service*” means, for any period and for any priority level of Bonds, the sum of (1) the interest accrued during such period on all Outstanding Current Interest Bonds except to the extent that such interest is to be paid as capitalized interest from the proceeds of any Bonds and/or from other moneys deposited with the Trustee for such purpose, (2) the aggregate principal amount or Accreted Value of all Outstanding Bonds issued in serial form that matures or is payable in such period, except to the extent payable from the proceeds of Bonds or from other moneys set aside for such purpose, (3) the aggregate amount of all Mandatory Sinking Account Payments required to be made in such period with respect to Outstanding Term Bonds, except to the extent payable from the proceeds of Bonds or

from other moneys set aside for such purpose, and (4) all Repayment Obligations due in such period, to the extent such obligations constitute Bonds under the Master Indenture,

provided, however, that for purposes of computing the interest payable on Variable Rate Indebtedness (other than for purposes of the flow of funds within the Revenue Fund pursuant to the Master Indenture), (A) the interest rate for any Synthetic Fixed Rate Debt shall be the fixed interest rate payable by the Authority pursuant to the related Swap or pursuant to such Indebtedness, as applicable, and (B) the interest rate for any other Variable Rate Indebtedness for periods when the actual interest rate for such Variable Rate Indebtedness cannot yet be determined shall be the rate which is the average of The Bond Buyer Revenue Bond Index for the 52 weeks ending with the week preceding the date of calculation, provided that if The Bond Buyer Revenue Bond Index shall cease to be published, the index to be used in its place shall be that index which the Authority (in consultation with the remarketing agent(s) for any Variable Rate Indebtedness then Outstanding) determines most closely replicates it, as set forth in a certificate of an Authorized Authority Representative filed with the Trustee, and

provided further, that for purposes of computing the principal and interest payable on Balloon Indebtedness, during any Bond Year, the principal or Accreted Value due in any period with respect to such Bonds shall be deemed to be the amount of principal or Accreted Value which would be payable in such period if the original principal amount or Accreted Value of such Bonds were amortized from the date of original issuance thereof over the lesser of a period of thirty (30) years or the remaining useful life of the Project on a level debt service basis, except that if the date of calculation is within twelve (12) months of the actual maturity of such Bonds, the full amount of principal or Accreted Value payable at maturity shall be taken into account unless a firm underwriting commitment is in effect to refinance such Bonds; and

provided further, that for purposes of computing the Accreted Value or principal and interest payable on Tender Indebtedness during a Bond Year, Tender Indebtedness shall be treated as if the tender payment were not required; and

provided further, that for purposes of determining the principal amount or Accreted Value due, payment shall be assumed to be made in accordance with any amortization schedule established for such debt.

“Debt Service Fund” means each of the Debt Service Funds required to be created pursuant to the Master Indenture.

“Debt Service Payment Requirement” means the amount required to make a debt service payment on any Senior Lien Bond, at the times established by and as calculated pursuant to the Master Indenture.

“Debt Service Reserve Account” means each of the accounts designated as such and created within the Debt Service Reserve Fund pursuant to a Supplemental Indenture providing for the issuance of a particular Series of Bonds.

“Debt Service Reserve Fund” means the trust fund and the accounts therein which are required to be funded for the purpose of providing additional security for Outstanding Bonds issued pursuant to the terms of the Master Indenture.

“Debt Service Reserve Fund Replenishment Payment” means any payment required to replenish any one or more Debt Service Reserve Accounts or to pay a Debt Service Reserve Surety Repayment Obligation for the Senior Lien Bonds as provided for and calculated pursuant to the Master Indenture.

“Debt Service Reserve Requirement” means, with respect to a Debt Service Reserve Account for any Series of Bonds, an amount equal to the least of (i) Maximum Annual Debt Service for such Series, (ii) 10% of the original principal amount of such Series that have been issued, less the amount of original issue discount with respect to any such Bonds if such original issue discount exceeded 2% on such Bonds at the time of its original sale, and (iii) 125% of the average annual Debt Service on Bonds of such Series for each Bond Year in which Bonds of such Series are Outstanding.

“Debt Service Reserve Surety Policy” means an insurance policy, surety bond or surety agreement, or a letter of credit deposited with the Trustee for the credit of a Debt Service Reserve Account within the Debt Service Reserve Fund in lieu of or substitution for all or a portion of the cash or securities on deposit or to be deposited therein.

“Debt Service Reserve Surety Repayment Obligation” means an obligation, including the interest thereon, arising from a payment or payments having been made under a Debt Service Reserve Surety Policy constituting all or

a portion of a Debt Service Reserve Account and deposited into the Debt Service Fund related thereto to prevent a default on the related Series of Bonds.

“*Dedicated Revenues*” means the Use Fees and Container Charges, Contingent Port Obligations, and the earnings on all funds and accounts held by the Trustee under the Indenture (but not including the Rebate Fund). However, Dedicated Revenues at a particular level of priority shall only include the sum of interest earnings on the Debt Service Funds and Debt Service Reserve Accounts with respect to such level of priority to the extent such earnings are required to be deposited or retained in such Debt Service Funds. Dedicated Revenues shall not include funds to be deposited in or earnings on the moneys held in the M & O Fund or the Reserve Account. For purposes of calculating Dedicated Revenues as a condition to issuing any Series of Bonds under the Master Indenture, the Authority has covenanted with the Series 2012 Lender and with the Series 2004 Bond Insurer (so long as the Series 2004 Bond Insurance Policy is in effect and the Series 2004 Bond Insurer is not in default of its obligation to make payments thereunder) that for purposes of issuing additional Bonds only, an independent consultant acceptable to the Series 2012 Lender and the Series 2004 Bond Insurer will be required to calculate Dedicated Revenues as follows: (1) in each Bond Year (October 1 - September 30), Contingent Port Obligations shall be 40% of Debt Service on all Outstanding Bonds, calculated as if the proposed Series of Bonds to be issued were Outstanding; and (2) Use Fees and Container Charges shall be the Use Fees and Container Charges that were collected in any twelve (12) consecutive months out of the eighteen (18) consecutive months immediately preceding the date of issuance of the proposed Series of Bonds, increased each January 1 at a rate of 1.5%, or such other minimum rate of fee escalation specified in the Operating Agreement; provided, however, that (i) if the rating of either Port is (A) less than AA-but higher than BBB+ (in the case of Standard & Poor’s) or (B) less than Aa3 but higher than Baa1 (in the case of Moody’s), then “Contingent Port Obligations” shall be deemed to be 20% (instead of 40%) of each year’s Debt Service on all Outstanding Bonds, calculated as if the proposed Series of Bonds to be issued were Outstanding; and (ii) if the rating of either Port is (A) less than A- (in the case of Standard & Poor’s) or (B) less than A3 (in the case of Moody’s), then “Contingent Port Obligations” shall be deemed to be 0% (instead of 40%) of each year’s Debt Service on all Outstanding Bonds, calculated as if the proposed Series of Bonds to be issued were Outstanding.

“*Design-Build Contract*” means the Design Build Contract (Contract No. MCO1CS01) dated October 23, 1998, as amended from time to time, between the Authority and The Tutor Saliba Team, a joint venture comprised of Tutor-Saliba Corporation, O & G Industries, Inc., Parsons Transportation Group and HNTB Design/Build, Inc.

“*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.

“*Eighth Supplemental Indenture*” means the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Eleventh Supplemental Indenture*” means the Eleventh Supplemental Trust Indenture dated as of May 1, 2016, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Escrow Agreement*” shall mean the Escrow Agreement dated as of [_____ 1, 2023] between the Authority and the Trustee, as amended and supplemented from time to time in accordance therewith.

“*Escrow Fund*” shall mean the escrow fund established pursuant to the Escrow Agreement in which certain proceeds from the sale of the Series 2023A Bonds and certain other available funds under the Indenture shall be deposited and applied to the defeasance of certain Series 2013A Bonds pursuant to the Fifteenth Supplemental Indenture.

“*Event of Default*” means any occurrence or event specified as such in the Master Indenture.

“*Federal Lender*” means the U.S. Department of Transportation, acting through the Federal Highway Administration.

“*Federal Loan*” means the loan in the maximum initial principal amount of \$400,000,000 (subject to adjustment by accretion) made or to be made to the Authority by the Federal Lender, pursuant to the Federal Loan Agreement, or any replacement or refinancing thereof with or by an agency of the United States Government, which Federal Loan will be made to pay costs related to the acquisition of land, and designing, engineering, constructing, improving and financing of the Project. The Federal Loan was paid in full with the proceeds of the Series 2004 Bonds.

References to the Federal Loan, the Federal Loan Agreement and the Federal Loan Fund are, therefore, no longer effective or applicable.

“*Federal Loan Agreement*” means the Amended and Restated Loan Agreement dated as of October 1, 1998, by and between the Authority and the Federal Lender, as amended and supplemented from time to time as permitted thereby and by the Indenture.

“*Federal Loan Fund*” shall be the fund by that name created pursuant to and as further described in the Master Indenture.

“*Fifth Supplemental Indenture*” means the Fifth Supplemental Trust Indenture dated as of June 1, 2003 between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Fifteenth Supplemental Indenture*” shall mean this Fifteenth Supplemental Trust Indenture dated as of [_____ 1, 2023], between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Indenture.

“*Final Compounded Amount*” means the Accreted Value of a Capital Appreciation Bond on its maturity date.

“*First Subordinate Lien Bonds*” means any Bonds, in one or more Series, which rank junior and subordinate to the Senior Lien Bonds and the Federal Loan, and rank senior to the Second Subordinate Lien Bonds, if any. Such First Subordinate Lien Bonds may be Notes that are part of a commercial paper program. The Series 2004 Bonds, the Series 1999D Bonds and the Series 2016A Bonds are First Subordinate Lien Bonds.

“*First Supplemental Indenture*” means the First Supplemental Trust Indenture dated as of January 1, 1999, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Fiscal Year*” means the period of time beginning on July 1 of each given year and ending on June 30 of the immediately subsequent year, or such other similar period as the Authority designates as its fiscal year by written notice to the Trustee.

“*Fourth Supplemental Indenture*” means the Fourth Supplemental Trust Indenture dated as of January 1, 1999, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Fourteenth Supplemental Indenture*” means the Fourteenth Supplemental Trust Indenture dated as of August 1, 2022, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Government Obligations*” means (1) United States Obligations (including obligations issued or held in book entry form) and (2) preredempted municipal obligations meeting the following conditions: (a) the municipal obligations are not subject to redemption prior to maturity, or the trustee has been given irrevocable instructions concerning their calling and redemption and the issuer has covenanted not to redeem such obligations other than as set forth in such instructions; (b) the municipal obligations are secured by cash and/or noncallable United States Obligations, which United States Obligations may be applied only to interest, principal and premium payments of such municipal obligations; (c) the principal of and interest on the United States Obligations when due and without any reinvestment thereof (plus any cash in the escrow fund) are sufficient to pay the principal of and interest on the municipal obligations; (d) the United States Obligations serving as security for the municipal obligations are held by an escrow agent or trustee; (e) the United States Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and (f) the municipal obligations are rated in the highest rating category of any Rating Agency which then maintains a rating on any of the Bonds; and (g) Resolution Funding Corp. (REFCORP) obligations. Only the interest component of REFCORP obligations which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.

“*Indenture*” means the Master Indenture, together with each Supplemental Indenture.

“*Independent*” means, when used with respect to any specified firm or individual, that such firm or individual (i) does not have any direct financial interest or any material indirect financial interest in the operations of the Authority or either of the Ports or the Railroads, other than the payment to be received under a contract for services to

be performed, and (ii) is not connected with the Authority or either of the Ports or the Railroads, as an official, officer or employee.

“*Initial Amount*” means the principal amount of a Capital Appreciation Bond on the date of issuance and delivery to the original purchaser thereof.

“*Interest Payment Date*” means each April 1 and October 1, beginning April 1, 1999, so long as any Current Interest Bonds are Outstanding.

“*JPA Agreement*” means the Amended and Restated Joint Powers Agreement dated as of December 18, 1996, by and between the City of Long Beach and the City of Los Angeles, as amended by the First Amendment to Amended and Restated Joint Exercise of Powers Agreement, dated as of July 1, 2006.

“*JPA Law*” means Article 1, Chapter 5, Division 7, of Title 1 of the California Government Code (commencing with Section 6500).

“*Liquidity Facility*” means a letter of credit, line of credit, standby purchase agreement or other financial instrument which is available to provide funds with which to purchase Bonds.

“*Liquidity Provider*” means the entity which issues a Liquidity Facility.

“*Mandatory Sinking Account Payment*” means with respect to Bonds of any Series and maturity, the amount required by a Supplemental Indenture to be deposited in a Debt Service Fund for the payment of Term Bonds of such Series and maturity.

“*Master Indenture*” means that certain Master Trust Indenture dated as of January 1, 1999, as amended and supplemented, by and between the Authority and the Trustee, which provides the terms and conditions upon which the Authority may issue revenue bonds or other evidences of indebtedness for the purpose of financing or refinancing all or a portion of the Project.

“*Maximum Annual Debt Service*” means for each Series of Bonds the greatest Debt Service in any Bond Year during the period beginning with the current Bond Year and ending with the Bond Year in which the last Outstanding Bonds of such Series mature by their terms.

“*M & O Charges*” means the M & O Charges as defined in the Operating Agreement (and as limited by the Operating Agreement), which the Railroads are obligated to pay to the Authority pursuant to the Operating Agreement. M & O Charges shall not be deemed to be Revenues or Dedicated Revenues under the Master Indenture.

“*M & O Fund*” means the fund by that name and the accounts therein created pursuant to the Master Indenture.

“*Net Proceeds*” means insurance proceeds collected as a result of damage to or destruction of all or any portion of the Project or any title insurance or proceeds received in lieu of any insurance or title matter, or condemnation award or amounts received by the Authority from the sale of all or any portion of the Project under the threat of condemnation, less expenses (including the Authority’s attorneys’ fees and expenses and any fees and expenses of the Trustee) incurred in the collection of such proceeds or award, whether or not the property that is the subject of the condemnation or title matter is owned by the Authority or the Ports. Net Proceeds shall not include the proceeds of any business interruption insurance.

“*Ninth Supplemental Indenture*” means the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Notes*” means Bonds (including commercial paper) issued under the provisions of the Master Indenture which have a maturity of one year or less from their date of original issuance.

“*Operating Committee*” means the committee comprised of representatives of the Railroads and the Ports, established pursuant to the Original Agreement and is no longer in effect under the Operating Agreement.

“*Operating Agreement*” means the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016, by and among the Authority, the Ports and the Railroads, as amended by any amendments and supplements permitted under the Indenture.

“*Original Agreement*” means the Alameda Corridor Use and Operating Agreement, dated as of October 12, 1998, by and among the Authority, the Ports and the Railroads, as amended on July 5, 2006.

“*Outstanding*” when used with respect to Bonds means all Bonds (except as provided by the Supplemental Indentures) which have been authenticated and delivered under the Master Indenture, except:

- (a) Bonds canceled or purchased by the Trustee for cancellation or delivered to or acquired by the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the Master Indenture;
- (c) Bonds in lieu of which other Bonds have been authenticated under the Master Indenture;
- (d) Bonds that have become due (at maturity or on the date fixed for redemption or purchase, acceleration or otherwise) and for the payment of which sufficient moneys, including interest accrued to the due date, are held by the Trustee or a Paying Agent;
- (e) Bonds which, under the terms of the Supplemental Indenture pursuant to which they were issued, are deemed to be no longer Outstanding; and
- (f) for purposes of any consent or other action to be taken by the holders of a specified Bond Obligation under the Master Indenture, Bonds held by or for the account of the Authority, the City of Los Angeles, the City of Long Beach or by any person controlling, controlled by or under common control with the Authority.

“*Paying Agent*” or “*Paying Agents*” means, with respect to any Bonds or Series of Bonds, the Trustee or such banks, trust companies or other financial institutions or other entities designated in a Supplemental Indenture as the place where such Bonds shall be payable.

“*Permit*” means the Use Permit dated as of October 12, 1998, by and between the Ports and the Authority, which allows the Authority to construct the Project and perform its duties under the Operating Agreement.

“*Permitted Investments*” means any of the following, as further described and limited in the Master Indenture:

- A. United States Treasury Bills, Bonds, and Notes, or “when issued” securities of the United States Government for such securities, or those for which the full faith and credit of the United States are pledged for payment of principal and interest.
- B. Registered state warrants or treasury notes or bonds of the State of California or any other of the 49 states of the United States of America, including bonds, payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state, so long as such warrants, notes, or bonds are rated “A” or higher by Moody’s and Standard & Poor’s.
- C. Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California or any other of the 49 states of the United States of America, including bonds, payable solely out of the revenues from a revenue producing property owned, controlled, or operated by the local agency, or by a department, board agency, or authority of the local agency, so long as such warrants, notes, or bonds are rated “A” or higher by Moody’s and Standard & Poor’s, or pre-refunded bonds, notes, warrants or other evidences of indebtedness of any local agency within the state so long as such pre-refunded obligations are rated in the highest rating category for such issues as rated by Moody’s and Standard & Poor’s.
- D. Obligations issued by or guaranteed by the Government National Mortgage Association (GNMA), the Federal Farm Credit Bank System (FFCB), the Federal Home Loan Bank Board (FHLB), the Federal National Mortgage Association (FNMA), Federal Home Administration, Export Import Bank of the United States, Federal Financing Bank, Farmers Home Administration, Federal Home Loan Mortgage Corporation, Federal Housing Administration, Private Export Funding Corporation, Resolution Funding Corporation, Student Loan Marketing Association or any other instrumentality or agency of the United States.

- E. Bills of exchange or time drafts drawn on and accepted by a commercial bank, which has an unsecured, uninsured and unguaranteed obligation rating of “Prime-1” or “A3” or better by Moody’s and “A-1” or “A” or better by Standard & Poor, otherwise known as banker’s acceptances.
- F. Commercial paper ranked “P1” by Moody’s Investor Services and “A1” by Standard & Poor’s and issued by corporations that are organized and operating within the United States having assets in excess of \$500,000,000 and having an “A” or better rating, if any, on its long term debentures as provided by Moody’s and Standard & Poor’s.
- G. Negotiable certificates of deposit (“NCD”) issued by a nationally or state-chartered bank or state or federal savings and loan association. To be eligible for purchase the NCD must be issued by:
 - 1. A California bank rated “A/B” or better by the rating service of Keefe, Bruyette and Woods, (“Keefe”)(or equivalent);
 - 2. A major national or regional bank outside of California rated “B” or better by Keefe, (or equivalent);
 - 3. A domestic branch of a foreign bank rated I for country rating, II or better for peer-group rating, and II or better for dollar access by Keefe; or
 - 4. A savings and loan association operating in California rated “A/B” or better by Keefe.
- H. Repurchase Agreements with the following terms and conditions:
 - 1. Transactions shall be limited to the primary dealers and banking institutions rated “A” or better by Moody’s and Standard & Poor’s. The maturity of repurchase agreements shall not exceed 90 days. The market value of securities used as collateral for repurchase agreements shall be monitored daily by the Treasurer and will not be allowed to fall below 102% of the value of the repurchase agreement plus the value of collateral in excess of the value of the repurchase agreement (haircut). In order to conform with provisions of the Federal Bankruptcy Code which provide for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of, or that are fully guaranteed as to principal and interest by, the United States or any agency of the United States.
 - 2. Not more than 50% of the funds held by the Trustee may be invested in repurchase agreements and a security interest satisfactory to the Authority shall always be maintained in the securities subject to a repurchase agreement.
- I. Local Agency Investment Fund as established by the State Treasurer for the benefit of local agencies up to the maximum permitted by State law.
- J. Los Angeles County Treasurer’s Investment Pool as prescribed by California Government Code.
- K. Money Market Funds which invest solely in U.S. Treasury Securities and U.S. Government Agency securities, and repurchase agreements relating to the above obligations. To be eligible, these Money Market Funds must have an investment advisor with not less than five years experience, be registered with the SEC, have the highest ranking available as provided by not less than two nationally recognized statistical rating organizations, and have assets in excess of \$500 million.
- L. Bonds or Notes of Corporations incorporated in the United States having ratings of single A or better by Moody’s and Standard & Poor’s.
- M. Guaranteed Investment Contracts and Investment Agreements acceptable to the Bond Insurer with issuers of a double A rating or better by Moody’s and Standard & Poor’s. Such contracts are to be of no more than 5 years maturity.
- N. Any mortgage pass-through security, collateralized mortgage obligation or mortgage-backed certificate with a maximum of five years to maturity. Securities eligible for investment under this subdivision shall be issued by an issuer having an “A” or higher rating for the issuer’s debt by Moody’s and Standard & Poor’s and rated in a rating category of “AAA.”

“POLA” means the City of Los Angeles acting by and through its Board of Harbor Commissioners.

“*POLB*” means the City of Long Beach acting by and through its Board of Harbor Commissioners.

“*Port Advances*” means the amounts advanced or paid by POLA or POLB in connection with the Project, to the extent such amounts are defined and described in the Operating Agreement.

“*Port Representative*” means one or more officials or employees of POLA or POLB designated by POLA or POLB, respectively, to act as a Port Representative for the applicable Port under the Indenture.

“*Ports*” means the POLA and the POLB.

“*Principal Payment Date*” means for Current Interest Bonds, each October 1, beginning October 1 of the respective years designated in the Supplemental Indenture providing for the issuance of the Bonds of such Series, so long as any Current Interest Bonds are Outstanding, and for Capital Appreciation Bonds, October 1 of any year in which the Final Compounded Amount of any Capital Appreciation Bond is due and payable.

“*Project*” means the consolidated rail transportation corridor known as the Alameda Corridor Project as defined in the Alameda Corridor Final Environmental Impact Statement, as approved by the Federal Highway Administration on January 24, 1996 and the Federal Railroad Administration on January 25, 1996 and the Record of Decisions for that Project, along with any extensions, expansions, related improvements and replacements thereof duly approved for construction by the Railroads, the Ports and the Authority. Various portions of the Project shall be owned by the Ports and the Railroads, which have granted to the Authority the rights of access and to construct and operate the Project pursuant to (i) the UP C&M Agreement (as defined in the Operating Agreement), (ii) the BNSF C&M Agreement (as defined in the Operating Agreement), (iii) the Permit, and (iv) the Operating Agreement.

“*Railroads*” means BNSF Railway Company, a Delaware Corporation, and the Union Pacific Railroad Company, a Delaware corporation, and their respective successors and assigns under the Operating Agreement, and any other railroad or railroads which become a party to the Operating Agreement.

“*Rating Agency*” means a nationally recognized rating agency providing a rating for any Outstanding Bonds.

“*Rebate Fund*” means any fund created by the Board pursuant to a Supplemental Indenture in connection with the issuance of any Tax Exempt Bonds for the purpose of complying with the Code and providing for the collection and holding for and payment of amounts due to the United States of America.

“*Record Date*” means March 15 for any April 1 Interest Payment Date or September 15 for any October 1 Interest Payment Date.

“*Redemption Account*” means any of the Redemption Accounts permitted to be created pursuant to the Master Indenture and created in a Supplemental Indenture.

“*Refunding Bonds*” means any Bonds issued pursuant to the Master Indenture to prepay, refund or defease all or a portion of any Outstanding Bonds or the Federal Loan.

“*Registrar*” means, with respect to any Bonds, the bank, trust company or other entity designated in a Supplemental Indenture to perform the function of Registrar under the Master Indenture or any Supplemental Indenture, and which entity has accepted the position in accordance with the Master Indenture.

“*Repayment Obligations*” means an obligation, including the interest thereon, arising under a written agreement of the Authority and a Credit Provider pursuant to which the Authority agrees to reimburse the Credit Provider for amounts paid through a Credit Facility to pay debt service on any Bonds and/or an obligation, including interest thereon, arising under a written agreement of the Authority and a Liquidity Provider pursuant to which the Authority agrees to reimburse the Liquidity Provider for amounts paid through a Liquidity Facility to purchase Bonds.

“*Requisition*” means each of the forms of requisition attached to the Master Indenture, pursuant to which the Trustee shall make the payments required pursuant to paragraphs THIRD, SEVENTH, TENTH and TWELFTH, of the flow of funds within the Revenue Fund, and payments from the Reserve Account, the Construction Funds and the M & O Fund pursuant to the Master Indenture.

“*Reserve Account*” means the Reserve Account created pursuant to and as further described in and administered pursuant to the Master Indenture.

“*Reserve Account Investments*” means those securities and other investments more particularly described in the Master Indenture.

“*Reserve Account Target*” means the amount designated as such pursuant to the Operating Agreement, as such amount is adjusted from time to time pursuant to the Operating Agreement.

“*Revenue Fund*” means the fund of that name established pursuant to and further described in and administered pursuant to the Master Indenture.

“*Revenues*” means the Use Fees and Container Charges, Shortfall Advances, proceeds of rental interruption insurance received by the Authority (or the Trustee on behalf of the Authority), the earnings on all funds and accounts held by the Trustee under the Indenture (provided that Revenues at a particular level of priority shall only include the interest earnings on the Debt Service Funds and the Debt Service Reserve Accounts with respect to such level of priority to the extent such earnings are required to be deposited or retained in such Debt Service Funds or Debt Service Reserve Accounts) and grants and other amounts received under contracts or agreements with governmental or private entities and permitted to be applied as Revenues, but not including funds to be deposited or retained in or earnings on the moneys held in the M & O Fund, the Reserve Account, the Rebate Fund, any Net Proceeds, or proceeds from borrowings (including the Federal Loan), or any amounts expended by the Railroads for the maintenance and operation expenses for the Non-Rail Components or the Drill Track (as such terms are defined in the Operating Agreement).

“*Second Subordinate Lien Bonds*” means any Bonds, in one or more Series, which rank junior and subordinate to the Senior Lien Bonds, the First Subordinate Lien Bonds and the Federal Loan. Such Second Subordinate Lien Bonds may be Notes that are part of a commercial paper program. The Series 2016B Bonds and the Series 2022C Bonds are Second Subordinate Lien Bonds.

“*Second Supplemental Indenture*” means the Second Supplemental Trust Indenture dated as of January 1, 1999, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Senior Lien Bonds*” means any Bonds, in one or more Series, which have the highest rank and a first priority on the Trust Estate and are senior and superior to the Federal Loan. Such Senior Lien Bonds may be Notes that are part of a commercial paper program. The Series 1999A Bonds, the Series 1999C Bonds, the Series 2012 Bonds, the Series 2013A Bonds, the Series 2022A, the Series 2022B Bonds and the Series 2023A are Senior Lien Bonds.

“*Series*” means Bonds designated as a separate Series by a Supplemental Indenture.

“*Series 1999 Bonds*” means the Series 1999A Bonds, the Series 1999B Bonds, the Series 1999C Bonds and the Series 1999D Bonds.

“*Series 1999A Bonds*” means the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A” authorized pursuant to the Master Indenture and the First Supplemental Resolution dated as of January 1, 1999.

“*Series 1999B Bonds*” means the “Alameda Corridor Transportation Authority Tax-Exempt Subordinate Lien Revenue Bonds, Series 1999B,” authorized pursuant to the Master Indenture and the Second Supplemental Trust Indenture dated as of January 1, 1999.

“*Series 1999C Bonds*” means the “Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C,” authorized pursuant to the Master Indenture and the Third Supplemental Trust Indenture dated as of January 1, 1999.

“*Series 1999D Bonds*” means the “Alameda Corridor Transportation Authority Taxable Subordinate Lien Revenue Bonds, Series 1999D,” authorized pursuant to the Master Indenture and the Fourth Supplemental Trust Indenture dated as of January 1, 1999.

“*Series 2004A Bonds*” means the “Alameda Corridor Transportation Authority Tax-Exempt Subordinate Lien Revenue Refunding Bonds, Series 2004A” authorized pursuant to the Master Indenture and the Sixth Supplemental Trust Indenture dated as of February 1, 2004.

“*Series 2004B Bonds*” means the “Alameda Corridor Transportation Authority Taxable Subordinate Lien Revenue Refunding Bonds, Series 2004B” authorized pursuant to the Master Indenture and the Seventh Supplemental Trust Indenture dated as of February 1, 2004.

“*Series 2004 Bonds*” means the Series 2004A Bonds and the Series 2004B Bonds.

“*Series 2012 Bonds*” means the “Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2012” authorized pursuant to the Master Indenture and the Eighth Supplemental Trust Indenture dated as of June 1, 2012.

“*Series 2012 Lender*” means the United States Department of Transportation, acting through the Administrator of the Federal Railroad Administration or any subsequent registered owner of the Series 2012 Bonds.

“*Series 2013A Bonds*” means the “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A,” authorized pursuant to the Master Indenture and the Ninth Supplemental Trust Indenture dated as of February 1, 2013.

“*Series 2016 Bonds*” means the Series 2016A Bonds and the Series 2016B Bonds.

“*Series 2016A Bonds*” means “Alameda Corridor Transportation Authority Tax-Exempt Subordinate Lien Revenue Refunding Bonds, Series 2016A” authorized pursuant to the Master Indenture and the Tenth Supplemental Trust Indenture dated as of May 1, 2016.

“*Series 2016B Bonds*” means the “Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2016B” authorized pursuant to the Master Indenture and the Eleventh Supplemental Trust Indenture dated as of May 1, 2016.

“*Series 2022 Bonds*” means the Series 2022A Bonds, Series 2022B Bonds and the Series 2022C Bonds.

“*Series 2022A Bonds*” means “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A” authorized pursuant to the Master Indenture and the Twelfth Supplemental Trust Indenture dated as of August 1, 2022.

“*Series 2022B Bonds*” means “Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B” authorized pursuant to the Master Indenture and the Thirteenth Supplemental Trust Indenture dated as of August 1, 2022.

“*Series 2022C Bonds*” means “Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C” authorized pursuant to the Master Indenture and the Fourteenth Supplemental Trust Indenture dated as of August 1, 2022.

“*Series 2023A Bonds*” means “Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A” authorized pursuant to the Master Indenture and the Fifteenth Supplemental Trust Indenture dated as of _____, 2022.

“*Series 2023A Costs of Issuance Fund*” means the fund by that name created pursuant to the Fifteenth Supplemental Indenture and into which money shall be deposited to pay Costs of Issuance with respect to the Series 2023A Bonds.

“*Series 2023A Debt Service Fund*” means the fund by that name created pursuant to the Fifteenth Supplemental Indenture and into which money shall be deposited to pay debt service on the Series 2023A Bonds.

“*Series 2023A Debt Service Reserve Account*” means the account by that name created in the Debt Service Reserve Fund pursuant to the Fifteenth Supplemental Indenture.

“*Series 2023A Rebate Fund*” means the fund by that name created and maintained pursuant to the Fifteenth Supplemental Indenture and to which any earning which are subject to a federal tax or rebate requirements, as provided in the Tax Certificate, will be deposited.

“*Series 2023A Bond Insurance Policy*” means the municipal bond insurance policy issued by the Series 2023A Bond Insurer insuring, as provided therein, the payment when due of the principal of and interest on the Series 2023A Insured Bonds.

[“*Series 2023A Insured Bonds*” means the Series 2023A Bonds maturing on October 1, ____ and bearing interest at ____%, October 1, ____ and bearing interest at ____%, October 1, ____ and bearing interest at ____% and yielding ____%, October 1, ____ and bearing interest at ____%, October 1, ____ and bearing interest at ____% and yielding ____%, October 1, ____ and bearing interest at ____% and October 1, ____ and bearing interest at ____% and yielding ____%.]

“*Seventh Supplemental Indenture*” means the Seventh Supplemental Trust Indenture dated as of February 1, 2004, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Shortfall Advances*” means the payments by that name more particularly defined and described in the Operating Agreement which the Ports are obligated to pay to the Authority pursuant to the Operating Agreement.

“*Sixth Supplemental Indenture*” means the Sixth Supplemental Trust Indenture dated as of February 1, 2004, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Standard & Poor’s*” means Standard & Poor’s Ratings Services, a Division of The McGraw Hill Companies, Inc., its successors and assigns.

“*Substantial Completion*” shall have the meaning ascribed to such term in the Operating Agreement. The Authority shall certify in writing to the Trustee the date of Substantial Completion at the time Substantial Completion occurs.

“*Supplemental Indenture*” means any document supplementing or amending the Master Indenture or providing for the issuance of Bonds and entered into as provided in the Master Indenture.

“*Swap*” means any financial arrangement in effect or to be in effect between the Authority and a Swap Provider which arrangement provides, with respect to certain designated Bonds that each of the parties shall pay to the other an amount or amounts calculated as if such amount were interest accruing during the term of the arrangement at a specified rate (whether fixed or a variable rate or measured against some other rate) on the designated indebtedness, and payable from time to time or at a designated time or times. The Bond Insurer for the Series 2004 Bonds and the Series 1999 Bonds shall have the right to approve any Swap applicable to a Series of Bonds that it insures.

“*Swap Provider*” means the provider of a Swap pursuant to a contract that is rated in one of the two highest rating categories therefor.

“*Synthetic Fixed Rate Debt*” means Variable Rate Indebtedness issued by the Authority which: (i) is combined with a Swap that creates a substantially fixed-rate maturity or maturities for a term not exceeding such maturity or maturities, or (ii) consists of an arrangement in which two inversely related variable-rate securities are issued in equal principal amounts with interest based on off-setting indices resulting in a combined payment which is economically equivalent to a fixed rate.

“*Tax Exempt Bonds*” means any Bonds the interest on which is excluded from gross income for federal income tax purposes under the Code.

“*Tender Indebtedness*” means any Bonds or portions of Bonds a feature of which is an option, on the part of the Bondholders, or an obligation, under the terms of such Bonds, to tender all or a portion of such Bonds to the Authority, a Paying Agent or other fiduciary or agent for payment or purchase and requiring that such Bonds or portions of Bonds be purchased if properly presented.

“*Tenth Supplemental Indenture*” means the Tenth Supplemental Trust Indenture dated as of May 1, 2016, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Term Bonds*” means Bonds payable at or before their specified maturity date or dates from Mandatory Sinking Account Payments established for that purpose and calculated to retire such Bonds on or before their specified maturity date or dates.

“*Third Supplemental Indenture*” means the Third Supplemental Trust Indenture dated as of January 1, 1999, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“*Thirteenth Supplemental Indenture*” means the Eleventh Supplemental Trust Indenture dated as of August 1, 2022, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“Trust Estate” means all of the moneys and rights described as such in the Granting Clause of the Master Indenture.

“Trustee” means U.S. Bank Trust Company, National Association (as successor in trust to U.S. Bank National Association), until a successor replaces it and, thereafter, means such successor.

“Twelfth Supplemental Indenture” means the Twelfth Supplemental Trust Indenture dated as of August 1, 2022, between the Authority and the Trustee, as amended and supplemented from time to time in accordance with the Master Indenture.

“Underwriter” shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

“United States Obligations” means direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America. “United States Obligations” shall include any stripped interest or principal portion of United States Treasury securities and any stripped interest portion of Resolution Trust Corporation securities.

“Use Fees” means the fees by that name more particularly defined and described in the Operating Agreement which the Railroads are obligated to pay to the Authority as set forth in the Operating Agreement.

“Variable Rate Indebtedness” means any Bond or Bonds the interest rate on which is not, at the time in question, fixed to maturity. Variable Rate Indebtedness shall include Bonds which bear a fixed rate of interest and which are combined with a Swap that creates an interest rate for the payment of such Bonds that is not fixed to maturity.

The Master Indenture

The following is a summary of certain provisions of the Master Indenture. Such summary is only a brief description of limited provisions of such document and is qualified in its entirety by reference to the full text of the Master Indenture.

Granting Clause; Pledge of Revenues

To secure the payment of the interest, principal or Accreted Value and premium, if any, on the Bonds and the Federal Loan and the performance and observance by the Authority of all the covenants, agreements and conditions expressed or implied in the Master Indenture or contained in the Bonds, the Authority pledges the Revenues and assigns to the Trustee and grants to the Trustee for the benefit of the owners of the Bonds and the Federal Lender, liens on and security interests in all right, title and interest of the Authority in and to all moneys, instruments, and rights to which the Authority is entitled relating to the Project and to the construction, use or operation thereof, including the following (all of which collectively shall be deemed to be the “Trust Estate” under the Master Indenture): (a) the Revenues, subject to application as provided in the Master Indenture, (b) with respect to the Federal Lender, moneys and securities held in the Federal Loan Fund, and with respect to the owners of any Bonds, all moneys and securities held from time to time by the Trustee or any Paying Agent in the funds or accounts held thereunder or in any funds and accounts created pursuant to a Supplemental Indenture (other than any Rebate Fund), (c) earnings on amounts included in provisions (a) and (b) above, (d) the Authority’s rights to payment or otherwise under the Operating Agreement, the Permit, the Design-Build Contract and other contracts, agreements, memoranda of understanding, instruments, documents, payment or performance bonds and insurance policies relating to the Project or to the construction, use or operation thereof, (e) any liquidated or actual damages or insurance proceeds received by the Authority from any source pursuant to the Operating Agreement (including the Ports or the Railroads) or otherwise arising from the Project or the construction, use or operation thereof, (f) Net Proceeds, (g) the proceeds of any business interruption insurance or other insurance relating to the Project or the construction, use or operation thereof, and (h) any and all other funds, assets, rights, properties or interests therein, which may from time to time hereafter be pledged or assigned to the Trustee as additional security thereunder, which liens and security interests shall be (i) a first and senior priority for the benefit of the owners of the Senior Lien Bonds, (ii) a second priority for the benefit of the Federal Lender, (iii) a third priority for the benefit of the owners of the First Subordinate Lien Bonds, and (iv) a fourth priority for the benefit of the owners of the Second Subordinate Lien Bonds; but provided that funds deposited in the M & O Fund and funds in the Reserve Account shall not be pledged to or secure payment of the Bonds or the Federal Loan. Any additional security, including any Credit Facility, provided for specific Bonds or a specific Series of Bonds may, as provided by a Supplemental Indenture, secure only such specific Bonds or Series of Bonds and, therefore, shall not be included as security for all Bonds under the Master Indenture, and moneys and securities held in trust as provided in the Master Indenture exclusively for Bonds which have become due and payable

and moneys and securities which are held exclusively to pay Bonds which are deemed to have been paid under the Master Indenture relating to defeasance of the Bonds shall be held solely for the payment of such specific Bonds.

Assignment of Moneys and Rights

The Authority assigns, and transfers to the Trustee, without recourse, all of its rights in the Trust Estate and any other rights or remedies granted to the Authority, including, without limitation, rights and remedies against the Ports and the Railroads, provided that the Trustee's exercise of any rights and remedies under the Operating Agreement shall not impair either of the Railroad's rights to use the Rail Corridor, so long as such Railroad continues to pay Use Fees, Container Charges, M & O Charges and other amounts owed by such Railroad under the Operating Agreement.

Bonds Secured by Pledge and Lien on Revenues

The Senior Lien Bonds shall be secured by a pledge of Revenues and a first lien on the Trust Estate. The Authority represents and states that it has not previously created any pledge, charge or lien on or any security interest in the Trust Estate prior to or on a parity with the lien on the Senior Lien Bonds, and the Authority covenants that, until all the Senior Lien Bonds authorized and issued under the provisions of the Master Indenture and the interest thereon shall have been paid or are deemed to have been paid, it will not, except as specifically provided in the Master Indenture, grant any prior or parity pledge of or any lien on or security interest in the Trust Estate or any of the other security which is pledged or given pursuant to the Granting Clause of the Master Indenture, or create or permit to be created any charge or lien thereon or any security interest therein ranking prior to or on a parity with the charge or lien of the Senior Lien Bonds from time to time Outstanding under the Master Indenture.

The First Subordinate Lien Bonds shall be junior and subordinate in all respects to the Senior Lien Bonds and shall be secured by a pledge of Revenues and shall be secured by and have a priority with respect to the Trust Estate as is set forth in the Granting Clause of the Master Indenture. The Authority covenants that except as provided in the Master Indenture, until all of the First Subordinate Lien Bonds authorized and issued under the Master Indenture and the interest thereon shall have been paid or are deemed to have been paid, it will not grant any prior or parity pledge or lien on or security interest in the Trust Estate of the same priority level for the First Subordinate Lien Bonds as is set forth in the Granting Clause of the Master Indenture.

The Second Subordinate Lien Bonds shall be junior and subordinate in all respects to the Senior Lien Bonds and the First Subordinate Lien Bonds and shall be secured by a pledge of Revenues and shall be secured by and have a priority with respect to the lien on the Trust Estate as is set forth in the Granting Clause of the Master Indenture. The Authority covenants that except as provided in the Master Indenture, until all of the Second Subordinate Lien Bonds authorized and issued under the Master Indenture and the interest thereon shall have been paid or are deemed to have been paid, it will not grant any prior or parity pledge or lien on or security interest in the Trust Estate of the same priority level for Second Subordinate Lien Bonds as is set forth in the Granting Clause of the Master Indenture.

Establishment of Funds and Accounts under the Master Indenture

The Master Indenture establishes a Revenue Fund, a Reserve Account, an M & O Fund, a Federal Loan Fund and a Debt Service Reserve Fund, consisting of a Debt Service Reserve Account for each Series of Bonds to be established pursuant to the Supplemental Indenture for such Series. The Master Indenture further provides that at the time of the issuance of any Series of Bonds which are to be used to pay Costs of the Project, there shall be created a Construction Fund for such Series pursuant to the Supplemental Indenture.

The Master Indenture provides that at the time of the issuance of each Series of Bonds, the Authority shall create a Debt Service Fund for such Series and within each such Debt Service Fund an Interest Payment Account and a Principal Payment Account, all of which shall be maintained, disbursed and accounted for in accordance with the provisions of the Master Indenture. The Master Indenture permits the Authority, at the time of issuance of each Series of Bonds, to create a Capitalized Interest Fund for the applicable Series, which shall be maintained, disbursed and accounted for in accordance with the Supplemental Indenture providing for the issuance of such Series of Bonds. Each Debt Service Fund and Capitalized Interest Fund shall be held by the Trustee. In addition, to provide for the redemption of any Bonds which are subject to optional or mandatory redemption, including Mandatory Sinking Account Payments, the Trustee or a Paying Agent, as applicable, shall, if required in the applicable Supplemental Indenture, establish within each Debt Service Fund it holds an account designated the "Redemption

Account” which shall be maintained, disbursed and accounted for in accordance with the provisions of the Master Indenture. The Master Indenture also permits the establishment of additional funds, accounts and subaccounts for a particular Series of Bonds pursuant to the Supplemental Indenture.

Deposits into Debt Service Funds; Withdrawals from Debt Service Funds

The Trustee shall, at least ten Business Days prior to each Principal Payment Date or Interest Payment Date on any Current Interest Bonds, or as otherwise directed in any Supplemental Indenture, give the Authorized Authority Representative notice by telephone, promptly confirmed in writing, of the full amount required to be deposited with the Trustee to pay the amount required to be paid on such Principal Payment Date or Interest Payment Date in respect of such Bonds, if the amount then on deposit in the respective Debt Service Fund therefor is insufficient to pay the amounts due on such Bonds on such Principal Payment Date or Interest Payment Date. If, on any Principal Payment Date or Interest Payment Date, the Trustee does not have sufficient amounts in the Debt Service Funds (without regard to any amounts which may be available in the respective Debt Service Reserve Accounts) to pay in full with respect to Bonds of all Series of the same priority all amounts of principal and/or interest or the Final Compounded Amount due on such date, the Trustee shall allocate the total amount which is available to make payment on such date (without regard to any amounts in the respective Debt Service Reserve Account) as follows: first to the payment of past due interest on Bonds of any Series of the same priority, in the order in which such interest came due, then to the payment of past due principal on Bonds of any Series of the same priority, in the order in which such principal came due, then to the payment of interest then due and payable on the Bonds of each Series of the same priority due on such payment date and, if the amount available shall not be sufficient to pay in full all interest on the Bonds of the same priority then due, then *pro rata* among the Series of the same priority according to the amount of interest then due and second to the payment of principal and the Final Compounded Amount then due on the Bonds and, if the amount available shall not be sufficient to pay in full all principal and the Final Compounded Amount on the Bonds then due, then *pro rata* among the Series according to the principal amount and the Final Compounded Amount then due on the Bonds.

On or before each Interest Payment Date for any Outstanding Series of Current Interest Bonds, the Trustee shall transfer from the Debt Service Fund to the Interest Account for such Series an amount which, together with amounts on deposit therein and available for such purpose, is sufficient to make the interest payment due on such Current Interest Bonds on such Interest Payment Date. On or before each Principal Payment Date for any Outstanding Series of Bonds, including any mandatory redemption date from Mandatory Sinking Account Payments for Term Bonds of a Series of Bonds, the Trustee shall transfer from the Debt Service Fund to the Principal Account for such Series an amount which, together with amounts on deposit therein and available for such purpose, is sufficient to make the principal or the Final Compounded Amount payment due on such Bonds on such Payment Date.

On or before each date on which Bonds of any Series shall become subject to optional or mandatory redemption (other than from Mandatory Sinking Account Payments) in accordance with the provisions of any Supplemental Indenture, the Trustee shall pay the principal and Accreted Value of, redemption premium, if any, and interest on each Series of Bonds on the redemption dates therefor as established under the applicable Supplemental Indenture. All money remaining in a Debt Service Fund on the final payment or maturity date for a Series of Bonds, in excess of the amount required to make provisions for the payment in full of principal or Accreted Value of, redemption premium, if any, and interest payable on such Bonds or the payment of amounts required to be rebated, pursuant to the Code, to the United States of America with respect such Bonds, shall be deposited in the Revenue Fund.

No deposit need be made into the respective Debt Service Fund for any Series of Bonds if (i) and to the extent there shall be moneys on deposit in the Interest Account or the related Capitalized Interest Fund from the proceeds of the corresponding Series of Bonds reserved as capitalized interest to be used to pay interest thereon on the next Interest Payment Date, and (ii) the amount contained therein is at least equal to the estimated interest to become due and payable on the Interest Payment Dates falling within the next six months upon such Series of Bonds then Outstanding, and (iii) there shall be in such Debt Service Fund moneys sufficient to pay the principal and Final Compounded Amount of such Series of Bonds then Outstanding and maturing by their terms or subject to mandatory redemption within the next twelve months.

Debt Service Reserve Fund

Each Supplemental Indenture providing for the issuance of a Series of Bonds shall require as a condition of issuance that an amount and/or a Debt Service Reserve Surety Policy be deposited in the Debt Service Reserve Account for such Series so that, together with any Debt Service Reserve Surety Policy, the amount on deposit in such

Debt Service Reserve Account will be equal to the Debt Service Reserve Requirement for such Series. Any cash to be deposited in a Debt Service Reserve Account may be derived from proceeds of the related Series of Bonds or any other legally available source of funds. Moneys held in each Debt Service Reserve Account and any subaccounts therein shall be used for the purpose of paying principal and interest or the Final Compounded Amount on Outstanding Bonds of the related Series of Bonds.

A Debt Service Reserve Surety Policy shall be acceptable in lieu of a deposit of cash or securities into a Debt Service Reserve Account, or may be substituted for amounts on deposit in a Debt Service Reserve Account, only if at the time of such deposit (i) such Debt Service Reserve Surety Policy extends to the maturity of the related Series of Bonds, or if the Authority has agreed by Supplemental Indenture that it will replace such Debt Service Reserve Surety Policy prior to its expiration with another Debt Service Reserve Surety Policy which shall have no adverse effect on the ratings, if any, then in effect on the Bonds, or with cash; (ii) the face amount of the Debt Service Reserve Surety Policy, together with amounts on deposit in the Debt Service Reserve Account, including the face amount of any other Debt Service Reserve Surety Policy benefiting such account, is at least equal to the Debt Service Reserve Requirement for the related Series of Bonds; and (iii) the Bond Insurer for the Series 1999 Bonds consents to the provider of any Debt Service Reserve Surety Policy for any Series 1999 Bonds that it insures.

Moneys held in each Debt Service Reserve Account shall be used for the purpose of paying the Final Compounded Amount of, and principal of and interest (including Mandatory Sinking Account Payments for any Current Interest Bonds or any Capital Appreciation Bonds) on the related Series of Bonds as follows. If, on any Principal or Interest Payment Date for any Current Interest Bonds or the date on which the Final Compounded Amount is due for any Capital Appreciation Bonds, the amounts in the related Debt Service Fund available therefor are insufficient to pay in full the amount then due on such Bonds, moneys held in the related Debt Service Reserve Account shall be used and withdrawn by the Trustee for the payment of the Final Compounded Amount, and principal and interest then due and payable thereon. If amounts in a Debt Service Reserve Account consist of both cash and one or more Debt Service Reserve Surety Policies, the Trustee shall make any required payments from amounts in such Debt Service Reserve Account first from any cash held or invested in such Debt Service Reserve Account, prior to making a draw upon any such Debt Service Reserve Surety Policies. In addition, any moneys in a Debt Service Reserve Account may be used to repay a Debt Service Reserve Surety Repayment Obligation.

The Trustee shall annually, prior to October 1 of each year and at such other times as the Authority shall request, value the Debt Service Reserve Fund (including the separate Debt Service Reserve Accounts therein) on the basis of the current market value thereof, provided that cash investments shall be marked to market. For purposes of determining the amounts on deposit in the Debt Service Reserve Fund, any Debt Service Reserve Surety Policy held by, or the benefit of which is available to, the Trustee in connection with any Debt Service Reserve Account shall be deemed to be a deposit in the face amount of the Debt Service Reserve Surety Policy or the stated amount of the Debt Service Reserve Surety Policy, provided, that, if the amount available under a Debt Service Reserve Surety Policy has been reduced as a result of a payment having been made thereunder or as a result of the termination, cancellation or failure of such Debt Service Reserve Surety Policy and not reinstated or another Debt Service Reserve Surety Policy provided, then, in valuing the relevant Debt Service Reserve Account, the value of such Debt Service Reserve Surety Policy shall be reduced accordingly. Upon each such valuation, the Trustee shall prepare a written certificate setting forth the Debt Service Reserve Requirement for each Debt Service Reserve Account as of such valuation date and the value of each Debt Service Reserve Account and deliver a copy thereof to the Authority. If, upon any valuation of the Debt Service Reserve Accounts, the value of any Debt Service Reserve Account exceeds the Debt Service Reserve Requirement for the corresponding Series of Bonds then Outstanding, the amount in excess of the Debt Service Reserve Requirement may upon the written election of the Authority, be deposited in the corresponding Debt Service Reserve Fund for the related Series of Bonds, unless an Event of Default exists under the Indenture, in which event the excess amount shall be retained in such Debt Service Reserve Account. If, upon any valuation of a Debt Service Reserve Account at cost value, the value is less than the applicable Debt Service Reserve Requirement, the Authority shall replenish such amounts within twelve (12) months after the date of such valuation, in accordance with the provisions of the Master Indenture described in paragraphs SECOND, SIXTH and NINTH of the Flow of Funds.

Any moneys in the Debt Service Reserve Fund shall be invested and reinvested by the Trustee at the written direction of an Authorized Authority Representative in Permitted Investments. Investments in the Debt Service Reserve Fund shall not have maturities that extend beyond ten years from the date of the investment (except for investment agreements with respect to a Debt Service Reserve Account in excess of the corresponding Debt Service Reserve Requirement which are approved by the Bond Insurer (if any) for the related series of Bonds so long as the related Bond Insurance Policy issued by such Bond Insurer is in effect); provided that no such investment in any Debt

Service Reserve Account may have a maturity in excess of the final maturity date of the related Series of Bonds. Earnings on each Debt Service Reserve Account, to the extent not required to be transferred to a Rebate Fund, shall be (i) transferred to the respective Capitalized Interest Fund for the related Series of Bonds or (ii) transferred to the Debt Service Fund for such Series of Bonds to be applied as a credit against the Authority's obligation to make its next interest payments; in each case only if no amount has been withdrawn from the related Debt Service Reserve Account as a result of a prior deficiency in any Debt Service Fund and such withdrawal has not been repaid.

All money remaining in the Debt Service Reserve Account on the final payment date of the related Series of Bonds in excess of the amount required to make provisions for the payment in full of the interest and/or the principal or Final Compounded Amount of all such Bonds shall be transferred to the Revenue Fund.

Receipt and Deposit of Revenues; Payments from Revenue Fund

The Authority covenants and agrees that so long as any Bonds are Outstanding, all Revenues shall be paid by the Railroads, the Ports or any third parties directly to the Trustee and deposited pursuant to in the Revenue Fund and shall, immediately upon receipt thereof, become subject to the lien thereon and pledge of the Master Indenture. Such sums shall be set aside through transfers or payments from the Revenue Fund and made by the Trustee at such times and subject to the limitations set forth below in the order of priority described previously in this Official Statement (for purposes of this SUMMARY OF CERTAIN PRINCIPAL DOCUMENTS, the "Flow of Revenue Funds"). See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS-Flow of Funds" in the front of this Official Statement.

With respect to the Revenue Fund, the Master Indenture provides that promptly after the end of each Bond Year following Substantial Completion the Authority shall perform a final accounting of the Revenues paid from the Flow of Revenue Funds and shall prepare a projection of the Revenues to be available during the ensuing Bond Year to make the payments required pursuant to FIRST through TWELFTH of the Flow of Revenue Funds, calculated by the Authority in accordance with the Master Indenture and generally accepted accounting principles (the "Annual Accounting"). If the Authority determines that there are Revenues from Use Fees and Container Charges remaining at the end of the Bond Year then ended, after payment of the amounts required pursuant to FIRST through TWELFTH of the Flow of Revenue Funds (the "Existing Excess Revenues"), the Authority shall make provision from the Existing Excess Revenues for any payments due with respect to FIRST through TWELFTH during the commencing Bond Year that are not anticipated to be covered by Use Fees and Container Charges during such Bond Year, based upon the projection contained in the applicable Annual Accounting, and thereafter any Existing Excess Revenues shall be applied to the extent of Existing Excess Revenues first to pay the amounts then outstanding pursuant to THIRTEENTH, FOURTEENTH, FIFTEENTH and SIXTEENTH of the Flow of Revenue Funds, applicable to the Bond Year that then ended.

Nothing in the Master Indenture shall preclude the Authority from making the payments described in subparagraphs FIRST through SEVENTEENTH of the Flow of Revenue Funds from sources other than Revenues. In addition, Revenues derived from Shortfall Advances shall be applied only to make the payments required in Paragraphs FIRST through TENTH of the Flow of Revenue Funds.

Debt Service Payment Requirement and Debt Service Reserve Fund Replenishment Payments for Senior Lien Bonds

The timing of certain debt service payments for the Senior Lien Bonds and the timing of the payments to replenish the Debt Service Reserve Accounts and to pay any Debt Service Reserve Surety Repayment Obligations for Senior Lien Bonds are governed by the definitions set forth in the following two paragraphs. The timing of the debt service payments for the First Subordinate Lien Bonds and the Second Subordinate Lien Bonds and the timing of the payments to replenish the Debt Service Reserve Accounts and to pay any Debt Service Reserve Surety Repayment Obligations for First Subordinate Lien Bonds or Second Subordinate Lien Bonds is provided for in the Flow of Revenue Funds as previously described in this Official Statement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS-Flow of Funds" in this Official Statement.

The "Debt Service Payment Requirement" for the Senior Lien Bonds shall be the amounts consisting of (A)(i) with respect to the Outstanding Current Interest Senior Lien Bonds (except for Senior Lien Bonds constituting Variable Rate Indebtedness) one sixth (1/6) of such amounts as shall be sufficient, if deposited, on a monthly *pro rata* basis to pay the aggregate amount of interest becoming due and payable on the next Interest Payment Date for all such Outstanding Current Interest Senior Lien Bonds (excluding any interest for which there are moneys deposited in the Debt Service Funds or Capitalized Interest Funds from the proceeds of Senior Lien Bonds or other source and reserved

as capitalized interest to pay such interest until the next Interest Payment Date), until the requisite amount of interest becoming due on the next Interest Payment Date on all such Outstanding Current Interest Senior Lien Bonds (except for such Senior Lien Bonds constituting Variable Rate Indebtedness) is on deposit in such account, and (ii) the aggregate amount of interest, estimated by an Authorized Authority Representative in his or her reasonable judgment, to accrue during that month on the Outstanding Variable Rate Indebtedness of such Senior Lien Bonds; provided, however, that the amounts of such deposits into the Debt Service Funds for any month may be reduced by the amount by which the deposit in the prior month for interest estimated to accrue on Outstanding Variable Rate Indebtedness of Senior Lien Bonds exceeded the actual amount of interest accrued during that month on said Outstanding Variable Rate Indebtedness of Senior Lien Bonds and further provided that the amounts of such respective deposits into the Debt Service Funds for any month shall be increased by the amount by which the respective deposits in the prior month for interest estimated to accrue on Outstanding Variable Rate Indebtedness of Senior Lien Bonds was less than the actual amounts of interest accrued during that month on said Outstanding Variable Rate Indebtedness of Senior Lien Bonds, and (B)(i) one-sixth (1/6) of the aggregate semi-annual amount of any Senior Lien Bond becoming due and payable on Outstanding Senior Lien Bonds having semi-annual maturity dates or semi-annual Mandatory Sinking Account Payments due within the next six months, plus (ii) one-twelfth (1/12) of the aggregate yearly amount of any Senior Lien Bond to become due and payable on the Outstanding Senior Lien Bonds having annual maturity dates or annual Mandatory Sinking Account Payments due within the next twelve months; provided that if the Board irrevocably determines by resolution that any principal payments on the Senior Lien Bonds shall be refunded on or prior to their respective due dates or paid from amounts on deposit in a Debt Service Reserve Account established and maintained for any Series of Senior Lien Bonds, no amounts need be set aside toward such principal to be so refunded or paid. If, during the twelve-month period (or six month period with respect to such Senior Lien Bonds having semi-annual Mandatory Sinking Account Payments) immediately preceding a Mandatory Sinking Account Payment date, the Authority has purchased Term Bonds of such Series and maturity subject to such Mandatory Sinking Account Payment with moneys in the Debt Service Funds or, during said period and prior to giving said notice of redemption, Term Bonds of such Series of Senior Lien Bonds and maturity have been deposited with the Trustee or fiscal agent for such Senior Lien Bonds for cancellation, or Term Bonds of such Series of Senior Lien Bonds and maturity were at any time purchased or redeemed (other than from Mandatory Sinking Account Payments) by the Trustee or fiscal agent for such Series of Senior Lien Bonds from the Redemption Fund, such Term Bonds so purchased or deposited or redeemed shall be applied, to the extent of the full principal amount thereof, to reduce amounts required to be deposited in the Debt Service Funds. All Term Bonds purchased from the Debt Service Funds or deposited by the Authority with the Trustee or Paying Agent for such Series of Senior Lien Bonds shall be allocated first to the next succeeding Mandatory Sinking Account Payment for such Series of Senior Lien Bonds and maturity of Term Bonds, then as a credit against such future Mandatory Sinking Account Payments for such Series of Senior Lien Bonds and maturity of Term Bonds as may be specified in a written instruction of the Authority. All Term Bonds redeemed by the Trustee or Paying Agent for such Series of Senior Lien Bonds from amounts in the Redemption Fund shall be credited to such future Mandatory Sinking Account Payments for such Series of Senior Lien Bonds and maturity of Term Bonds as may be specified in a written request of the Authority.

The "Debt Service Reserve Fund Replenishment Payment" for Senior Lien Bonds shall be (i) one-twelfth (1/12th) of the aggregate amount of each unreplenished prior withdrawal of moneys from such Debt Service Reserve Account(s) until the balance in such Debt Service Reserve Account(s) is at least equal to the applicable Debt Service Reserve Requirement and (ii) one-twelfth (1/12) of any Debt Service Reserve Surety Repayment Obligation until the aggregate amount of such Debt Service Reserve Surety Repayment Obligation is fully repaid. Such Debt Service Reserve Fund Replenishment Payments shall first be applied to pay any Debt Service Reserve Surety Repayment Obligation until all such Debt Service Reserve Surety Repayment Obligations have been repaid, and then to make deposits of moneys into the Debt Service Reserve Accounts established for the Senior Lien Bonds. If there shall be a deficiency of moneys available to make Debt Service Reserve Fund Replenishment Payments, then available moneys shall be applied on a pro rata basis with respect to each Debt Service Reserve Account.

Money set aside and placed in the Debt Service Funds for the Bonds shall remain therein until from time to time expended for the aforesaid purposes thereof and shall not be used for any other purpose whatsoever, except that any such money so set aside and placed in the Debt Service Funds may be temporarily invested as provided in the Master Indenture but such investment shall not affect the obligation of the Authority to cause the full amount required to be available in the Debt Service Funds at the time required to meet payments of the Accreted Value or principal of and interest on Bonds for which it is accumulated.

Other Funds and Accounts in the Master Indenture

The Reserve Account. Subject to the priorities for the application of Revenues set forth in the Master Indenture and the terms of the Operating Agreement, the Trustee shall transfer from available Revenues in the Revenue Fund, any amounts required to be transferred into the Reserve Account at the times specified pursuant to the Flow of Revenue Funds. No funds derived from Shortfall Advances shall be deposited in the Reserve Account. It is intended that the Reserve Account shall be a revolving fund such that the annual transfers into the Reserve Account shall be in an amount to meet the Reserve Account Target to the extent of available Revenues. Moneys in the Reserve Account shall be used and disbursed up to the amount available in the Reserve Account to pay the obligations specified in the Operating Agreement. The Trustee shall make payments or disbursements from the Reserve Account upon receipt from the Authority of a Requisition signed by an Authorized Authority Representative. The Reserve Account shall be funded over time in accordance with the Operating Agreement from the Use Fees and Container Charges remaining each year after payment of the amounts in paragraphs FIRST through TENTH of the Flow of Revenue Funds until the Reserve Account reaches (or is restored to) the then current Reserve Account Target. See “-USE AND OPERATING AGREEMENT” hereto for a description of the funding of and withdrawals from the Reserve Account.

Construction Funds. Each Construction Fund shall be held by the Trustee as provided in the Master Indenture and applicable Supplemental Indenture. All moneys in each Construction Fund shall be (i) held and disbursed to pay Costs of the Project pursuant to the Master Indenture or (ii) transferred to one or more Debt Service Funds for any Series of Bonds pursuant to written instructions of an Authorized Authority Representative. As a condition to any transfer from a Construction Fund to a Debt Service Fund there shall be provided to the Trustee an opinion of Bond Counsel to the effect that such transfer will not cause the interest on any Tax Exempt Bonds to be taxable for federal income tax purposes.

M & O Fund. The Authority shall cause the Railroads to pay directly to the Trustee for deposit in the M & O Fund all M & O Charges due under the Operating Agreement, as such amounts are certified to the Trustee by an Authorized Authority Representative. Such funds in the M & O Fund shall be applied at such times and in such amounts pursuant to Requisitions therefor as may be necessary to pay the annual costs of operating, maintaining and repairing the Rail Corridor and the Port-Owned Tracks (each as defined in the Operating Agreement), as such annual costs of the Project are more particularly identified and described in the Operating Agreement.

Federal Loan Fund. From funds deposited in the Federal Loan Fund, on each April 1 and October 1 after Substantial Completion, the Trustee shall make the principal and interest payment due on the Federal Loan as required by the Federal Loan Agreement. The amounts to be so paid shall be established pursuant to a certification signed by an Authorized Authority Representative.

Investments

Moneys held by the Trustee in the Debt Service Reserve Fund, the Debt Service Fund, the Construction Funds, the M & O Fund or any other fund or account established and held by the Trustee pursuant to the Master Indenture or any Supplemental Indenture (but not including the Reserve Account) shall be invested and reinvested as directed by the Authority in Permitted Investments, subject (except in the case of the Debt Service Reserve Fund as set forth in the Master Indenture) to any additional restrictions set forth in the Supplemental Indenture creating such fund or account. The Authority shall direct such investments by written certificate (upon which the Trustee may conclusively rely) of an Authorized Authority Representative or by telephone instruction followed by prompt written confirmation by an Authorized Authority Representative; in the absence of any such instructions, the Trustee shall, to the extent practicable, invest in money market funds composed of or secured by U.S. Treasury Securities and U.S. Government Agency securities which are Permitted Investments. Permitted Investments shall mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such funds and accounts. The Trustee shall sell and reduce to cash a sufficient amount of any such investments whenever the cash balance in any such funds is insufficient to pay the amounts due therefrom. The Trustee shall not be liable for any loss resulting from its compliance with the written directions of the Authority or as a result of liquidating investments to provide funds for any required payment, transfer, withdrawal or disbursement from any fund or account in which such investments are held. The Trustee may buy or sell any Permitted Investment thereunder through its own (or any of its affiliates') investment department.

The Authority acknowledges in the Master Indenture that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority will not receive such confirmations to the extent permitted by law. The Trustee will furnish the Authority periodic statements showing all investment transactions made by the Trustee

thereunder. The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee thereunder.

Earnings on the various funds and accounts created under any Supplemental Indenture shall be deposited as provided in such Supplemental Indenture, except that (i) during the continuation of an Event of Default earnings on such funds and accounts (to the extent not required to be deposited in any Rebate Fund) shall be deposited into the Debt Service Fund created under the respective Supplemental Indenture, and (ii) earnings on the Debt Service Reserve Accounts (to the extent not required to be deposited in a Rebate Fund) shall be applied as described in the Master Indenture.

Covenants of the Authority

Payment of Principal, Accreted Value and Interest. The Authority covenants and agrees that it shall duly and punctually pay or cause to be paid from the Trust Estate and to the extent thereof the principal or Accreted Value of, premium, if any, and interest on every Bond at the place and on the dates and in the manner set forth in the Master Indenture, in the applicable Supplemental Indenture and in the Bonds specified, according to the true intent and meaning thereof, and that it shall faithfully do and perform all covenants and agreements in the Master Indenture and in the Bonds contained, provided that the Authority's obligation to make payment of the principal or Accreted Value of, premium, if any, and interest on the Bonds shall be limited to payment from the Trust Estate and any other source which the Authority may specifically provide for such purpose, and further subject to the limitations and conditions set forth in the Master Indenture. No Bondholder shall have any right to enforce payment from any other funds of the Authority, the Ports or the Railroads.

Construction, Installation and Equipping of Project. Subject to the terms of the Design-Build Contract, the Permit and the Operating Agreement, the Authority shall construct, install and equip or cause to be constructed, installed and equipped, the Project with all practicable dispatch and such construction, installation and equipping shall be made in an expeditious manner and in conformity with the law so as to complete the same as soon as possible.

Maintenance and Operation of Project. Subject to the terms of the Permit and the Operating Agreement, the Authority shall maintain and preserve or cause to be maintained and preserved the Project in good order, condition and repair at all times and shall cause the Project to be operating as a fully equipped and operational rail corridor. Furthermore, the Authority shall operate the Project or cause the Project to be operated so that in no event shall more than 20% of the cargo transported by the Railroads on the Rail Corridor (as defined in the Operating Agreement) in any year move to or from facilities which are not included within the meaning of "port facilities" under Section 142(a)(2) of the Code.

Compliance with Documents; Collection of Revenues. For so long as any Bonds are Outstanding pursuant to their terms:

(a) each of the Authority and the Trustee shall at all times maintain and diligently enforce all their respective rights under the Operating Agreement, the Permit, the Master Indenture, any Supplemental Indenture, the Federal Loan Agreement and all other contracts, instruments and other items in the Trust Estate (subject to and consistent with the assignment of certain rights to the Trustee set forth in the Master Indenture), and shall, subject to the terms of the Master Indenture, promptly, assist in the collection of and prosecute the collection of all receipts, earnings and revenues to which the Authority is entitled to under all of the same and shall promptly and diligently enforce its rights against the Railroads, the Federal Lender, the Ports or other person who does not pay such receipts, earnings and revenues as they become due under all of the same;

(b) the Authority shall not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might substantially impair or materially adversely affect the liens on or security interests in the Trust Estate or would substantially impair or materially adversely affect in any manner the pledge of Revenues or the liens on or security interests granted in the Trust Estate or the rights of the Bondholders or the Federal Lender; and

(c) the Authority will not alter or modify or agree or consent to alter or modify the Operating Agreement or the Permit unless, it first obtains (i) an opinion of counsel or an opinion of an expert that such proposed amendment will not result in a material impairment of such Bondholders' security for their Bonds or an impairment of the rights of the Federal Lender under the Federal Loan Agreement and provides such opinion to the Trustee; provided, however, that no such opinion is required if the consent of the applicable Bondholders or the Federal Lender, as applicable, is first obtained in accordance with the Master Indenture; and (ii) the consent of the Bond Insurer for the Series 1999

Bonds only with respect to any proposed amendment that would result in a material impairment of the security for the applicable Series of Bonds or materially adversely affect such Bond Insurer's obligations under any Bonds Insurance Policy for the Series 1999 Bonds.

Payment of Claims. In accordance with the terms of the Design-Build Contract, the Permit and the Operating Agreement, and the other contracts and agreements, as applicable, the Authority shall pay and discharge or cause to be paid and discharged any and all lawful claims for labor, materials or supplies which, if unpaid, might become a charge or lien upon the Project or the Trust Estate or any part thereof or which might impair the security of the Bonds or the Federal Loan.

Against Encumbrances. The Authority shall not make any pledge of or place any charge or lien upon the Project or any part thereof or upon the Trust Estate, and, except as provided in the Master Indenture, shall not issue any bonds, notes or obligations payable from Revenues and secured by a pledge of or charge or lien upon Revenues senior or equal to the pledge, charge and liens thereon in favor of the Bonds.

Against Sale or Other Disposition of Project. Except for the purpose of paying the principal or, Accreted Value of, premium (if any) on and interest on the Bonds, the Authority shall not encumber, sell or otherwise dispose of the Project or any part thereof essential to its proper operation or to the maintenance of Revenues. The Authority shall not enter into any agreement which impairs the operation of the Project or any part thereof necessary to secure adequate Revenues for the payment of the interest on, premium (if any) on and principal or Accreted Value of the Bonds, or which would otherwise impair the rights of the holders of the Bonds with respect to Revenues.

Tax Covenant. With respect to the Tax-Exempt Senior Lien Bonds, the Tax-Exempt Subordinate Lien Bonds and any other Bonds issued under the Master Indenture the interest on which is excluded from gross income for federal income tax purposes, the Authority covenants that it shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest payable with respect to such Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the Authority agrees to comply with the provisions of the Tax Certificate (as defined in any Supplemental Indenture relating to such Bonds). This covenant shall survive payment in full or defeasance of such Bonds.

Insurance; Application of Insurance Proceeds

(a) Insurance Following Substantial Completion. Not later than the date of Substantial Completion, the Authority shall obtain or cause to be obtained and shall continuously keep in force for so long as any Bonds are Outstanding the following insurance with respect to the Project:

(i) Property Insurance. The Authority shall maintain or cause to be maintained a policy or policies of property insurance on the Project insuring against loss or damage by fire, lightning, explosion, windstorm, riot, aircraft, vehicle damage, smoke, vandalism and malicious mischief and such other perils as are normally covered by such policies. The Authority shall also obtain coverage protecting against loss or damage by flood and earthquake (if and only to the extent available on the open market from reputable insurance companies at a reasonable cost). Such policy or policies shall have limits of not less than the lesser of (i) maximum probable loss with respect to the Project as determined by Independent insurance consultant; or (ii) the principal amount of all Bonds then Outstanding plus the unpaid balance on the Federal Loan. Each such policy shall contain a clause making all losses payable to the Trustee and the Authority as their interests may appear, and all proceeds thereof shall be paid to the Trustee for the purpose of repairing or replacing the damaged property or redeeming Outstanding Bonds as provided in the Master Indenture. Each such policy shall name the Ports as additional insureds.

(ii) Liability Insurance. The Authority shall maintain or cause to be maintained a commercial general liability insurance policy or policies to protect the Authority, the Trustee and the officers, agents and employees of each from liability for damages from bodily injury or property damage caused by or arising from the acts or omissions of such parties or occasioned by reason of the construction, condition or operation of the Project with limits of not less than twenty-five million dollars (\$25,000,000) per occurrence. The commercial general liability insurance policy or policies may be subject to deductible clauses customary for such types of insurance policies. As an alternative to obtaining the insurance required by this subsection (b)(ii), the Authority may provide other kinds of insurance or methods or plans of protection including self-insurance, provided that any such alternative is approved by an Independent insurance consultant. Each such policy shall name the Ports as additional insureds.

(iii) Business Interruption Coverage. The Authority shall maintain or cause to be maintained business interruption insurance to cover loss, total or partial, of the use of the Project as a result of any of the hazards

covered by the casualty insurance required by subsection (a) above in an amount not less than the total Debt Service payable on all Outstanding Bonds for any period of one (1) year following Substantial Completion. Each such policy may be subject to a deductible clause in an amount customary and reasonable for such policies; provided, however, in no event shall any such deductible exceed the limit set forth in the Operating Agreement. Each such policy shall be in a form reasonably satisfactory to the Trustee and shall contain a clause making all losses payable to the Trustee. Any proceeds of such insurance shall be paid to the Trustee and deposited in the respective Debt Service Funds to be applied in accordance with the Master Indenture. Each such policy shall name the Ports as additional insureds.

(e) **Evidence and Payment of Insurance.** On October 1 in each year following the year in which Series 1999 Bonds are issued, the Authority shall deliver to the Trustee a schedule setting forth the insurance policies or self-insurance then in effect, the names of the insurers which have issued the policies, the limits of such policies and the property and risks covered thereby. No insurance policy required by the Master Indenture shall be permitted to expire or be canceled so long as any Bonds remain Outstanding under the Master Indenture. Furthermore, each insurance policy required under the Master Indenture shall state that coverage shall not be suspended, voided or canceled by either party, except after 60 days' prior written notice has been given to the Authority.

In accordance with the Operating Agreement, the payment of any premium or deductible with respect to any insurance policy required by subsections (a)(i) and (iii) shall constitute M & O Charges and be paid from amounts deposited in the M & O Fund. The payment of any premium or deductible with respect to any insurance policy required by subsection (a)(ii) shall constitute an Administrative Cost and be paid from Revenues in accordance with the Flow of Revenue Funds or from other available funds of the Authority.

The Trustee shall not be responsible for the adequacy of any insurance provided by the Authority under the Indenture or for the form or content of any insurance provided by the Authority.

Eminent Domain

If all or a portion of the Project is taken by eminent domain proceedings or conveyance in lieu thereof, the Authority shall create a special account entitled the "Net Proceeds Account" and deposit the Net Proceeds received as a result of such taking or conveyance into such account and shall within a reasonable period of time after the receipt of such amounts, use such proceeds to (1) replace the Project or portion thereof that was taken or conveyed, (2) redeem Bonds, or (3) create an escrow fund pledged to pay specified Bonds and thereby cause such Bonds to be deemed to be paid as provided in the Master Indenture.

Additional Bonds

The Master Indenture permits Bonds, including Refunding Bonds, to be issued from time to time under the Master Indenture for the purpose of providing funds for Costs of the Project, including Bonds to complete the Project, or for the purpose of refunding Bonds previously issued or the Federal Loan, provided that prior to or simultaneously with the original delivery of each such Series of Bonds there shall be filed with the Trustee certain certificates of an Authorized Authority Representative and documents, including but not limited to (i) for Bonds (other than Refunding Bonds) a certificate stating that none of the Events of Default set forth in the Master Indenture have occurred and remain uncured and the Authority is in compliance with certain of the covenants under the Master Indenture, and (ii) an opinion of counsel that no other consents under the Federal Loan or otherwise are required for the issuance of the Bonds.

The Authority has covenanted with the Series 2004 Bond Insurer, the Series 2012 Lender and the Series 2013A Bond Insurer that it will not issue additional Bonds unless it complies with certain requirements and tests as described in the front of this Official Statement. The Master Indenture also permits the issuance of Refunding Bonds (which are either Senior Lien Bonds or First Subordinate Lien Bonds) without requiring that such tests for the issuance of additional Bonds be met if the Bonds being issued are for the purpose of refunding any then Outstanding Bonds and such refunding bonds will be issued to refund Bonds or the Federal Loan of an equal or higher priority level under the Master Indenture, and (1) there is delivered to the Trustee, (A) a certificate of an Authorized Authority Representative showing that Maximum Annual Debt Service (and maximum annual debt service on the Federal Loan, if applicable) after the issuance of such Refunding Bonds of that level of priority will not exceed Maximum Annual Debt Service (and maximum annual debt service on the Federal Loan, if applicable) prior to the issuance of such Refunding Bonds, or (B) in the case of any refunding of the Federal Loan, a certificate of an Authorized Authority Representative showing that the debt service on the Refunding Bonds to be issued will not exceed the debt service on the portion of the Federal Loan to be refunded. Pursuant to the Eighth Supplemental Indenture, the Authority has covenanted with the Series 2012 Lender that, as a further condition to the issuance of Refunding Bonds without the

consent of the Series 2012 Lender, there will also be delivered to the Series 2012 Lender a certificate that, following the issuance of such Refunding Bonds either (X) aggregate Debt Service on all Senior Lien Bonds Outstanding through the final maturity of the Series 2012 Bonds shall not be increased, or (Y) Dedicated Revenues, calculated as described in the front of this Official Statement under “SECURITY AND SOURCES OF PAYMENT OF THE BONDS - Additional Bonds - Calculation of Dedicated Revenues,” are equal to at least 125% of Debt Service on Senior Lien Bonds in each Bond Year in which a Series 2012 Bond is Outstanding.

The Eleventh Supplemental Indenture amends the Master Indenture to set forth conditions the Authority must satisfy before issuing any additional Second Subordinate Lien Bonds after the Series 2016B Bonds are issued. See “Supplemental Indentures - Amendments to Master Indenture” below.

Defeasance

Bonds or portions thereof (such portions to be in integral multiples of an authorized denomination) which have been paid in full or which are deemed to have been paid in full shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of payment from moneys or Government Obligations held by the Trustee or a Paying Agent for such purpose. When all Bonds which have been issued under the Master Indenture have been paid in full or are deemed to have been paid in full, and all other sums payable under the Master Indenture by the Authority, including repayment of the Federal Loan or the establishment of alternative arrangements to the Federal Loan Fund for the repayment of the Federal Loan, and further including all necessary and proper fees, compensation and expenses of the Trustee, each Registrar and each Paying Agent, have been paid or are duly provided for, then the right, title and interest of the Trustee in and to the Trust Estate and any other assets pledged to or securing the Bonds thereunder shall thereupon cease, terminate and become void, and thereupon the Trustee shall cancel, discharge and release the Indenture, shall execute, acknowledge and deliver to the Authority such instruments as shall be requisite to evidence such cancellation, discharge and release and shall assign and deliver to the Authority any property and revenues at the time subject to the Indenture which may then be in the Trustee’s possession, except funds or securities in which such funds are invested and are held by the Trustee or a Paying Agent for the payment of the Accreted Value or principal of, premium, if any, and interest on the Bonds or the Federal Loan, if applicable.

A Bond shall be deemed to be paid and for all purposes of the Indenture when payment of the Accreted Value or principal, and interest and premium, if any, either (a) shall have been made or caused to be made in accordance with the terms of the Bonds and the Indenture or (b) shall have been provided for by irrevocably depositing with the Trustee in trust and setting aside exclusively for such payment, (i) moneys sufficient (as verified by an Independent certified public accountant) to make such payments and/or (ii) noncallable Government Obligations, maturing as to Accreted Value or principal, premium (if any) and interest in such amounts and at such times as will ensure (as verified by an Independent certified public accountant) the availability of sufficient moneys to make such payments. At such times as Bonds shall be deemed to be paid under the Indenture, such Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of payment from such moneys or Government Obligations.

Any deposit under clause (b) of the foregoing paragraph shall be deemed a payment of such Bonds. Once such deposit shall have been made, the Trustee shall notify all holders of the affected Bonds that the deposit required by (b) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with the Master Indenture. No notice of redemption shall be required at the time of such defeasance or prior to such date as may be required by the Supplemental Indenture under which such Bonds were issued. The Authority may at any time, prior to issuing such notice of redemption as may be required by the Supplemental Indenture under which such Bonds were issued, modify or otherwise change the scheduled date for the redemption or payment of any Bond deemed to be paid under the terms of the foregoing paragraph in accordance with the terms of the Bonds or the Master Indenture subject to (a) receipt of an approving opinion of Bond Counsel that such action will not adversely affect the tax-exempt status with respect to the interest on any Bond then Outstanding and (b) receipt of a certification of a nationally recognized accounting firm that there are sufficient moneys and/or Government Obligations to provide for the payment of such Bonds. Notwithstanding anything in the Master Indenture regarding defeasance to the contrary, moneys from any trust or escrow established for the defeasance of Bonds may be withdrawn and delivered to the Authority so long as the requirements of subparagraphs (a) and (b) above are met prior to or concurrently with any such withdrawal.

Events of Default

Each of the following events shall constitute and is referred to in the Master Indenture as an “Event of Default”:

(a) a failure to pay the principal of any Current Interest Bonds or the Accreted Value of any Capital Appreciation Bonds or premium, if any, on any Series of the Bonds, when the same shall become due and payable at maturity or upon redemption, which failure to pay shall be deemed an Event of Default only with respect to such Series of Bonds and all other Bonds of an equal or lower priority;

(b) a failure to pay any installment of interest on any Series of Current Interest Bonds when such interest shall become due and payable, which failure to pay shall be deemed an Event of Default only with respect to such Series of Current Interest Bonds and all other Current Interest Bonds of an equal or lower priority;

(c) a failure to pay the purchase price of any Bond when such purchase price shall be due and payable upon an optional or mandatory tender date as provided in a Supplemental Indenture, which failure to pay shall be deemed an Event of Default only with respect to such Series of Bonds and all other Bonds of an equal or lower priority;

(d) a failure by the Authority to observe and perform any covenant, condition, agreement or provision (other than as specified in paragraphs (a), (b) and (c) above) that are to be observed or performed by the Authority and which are contained in the Master Indenture or a Supplemental Indenture, which failure shall continue for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, shall have been given to the Authority by the Trustee, which notice may be given at the discretion of the Trustee and shall be given at the written request of holders of 25% or more of Bond Obligation of any affected Series of Bonds then Outstanding, unless the Trustee or the holders of 25% or more of Bond Obligation of such Series of Bonds in a Bond Obligation amount not less than the Bond Obligation amount of such Series of Bonds the holders of which requested such notice, shall agree in writing to an extension of such period prior to its expiration; provided, however, that the Trustee and the holders of such Bond Obligation amount of such Series of Bonds shall be deemed to have agreed to an extension of such period if corrective action is initiated by the Authority within such period and is being diligently pursued until such failure is corrected; and

(e) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including without limitation proceedings under Chapter 9 or 11 of the United States Bankruptcy Code (as the same may from time to time be hereafter amended), or other proceedings for relief under any federal or state bankruptcy law or similar law for the relief of debtors are instituted by or against the Authority or either of the Ports and, if instituted against the Authority or either of the Ports, said proceedings are consented to or are not dismissed within sixty (60) days after such institution.

Remedies

Upon the occurrence of any Event of Default, and subject to the Bond Insurer's rights with respect to that Series of Bonds that such Bond Insurer has insured as set forth in the Indenture, the Trustee in its discretion may, and upon the written direction of the holders of 25% or more of the Bond Obligation of the Bonds then Outstanding whose Bonds are in default under (a), (b) or (c) above, and receipt of indemnity to its satisfaction, shall cause a replacement trustee, having the qualifications set forth in the Master Indenture for replacement Trustees to be substituted as the Trustee for the First Subordinate Lien Bonds and, if necessary, shall cause a separate replacement trustee, having the qualifications set forth in the Master Indenture for replacement Trustees to be substituted as the trustee for the Second Subordinate Lien Bonds, and the provisions of the Master Indenture shall equally apply to the replacement trustees and the Trustee (each, a "Default Trustee"). Each such Default Trustee may, and upon the written direction of the holders of 25% or more of the Bond Obligation of Bonds in default for which the Default Trustee serves as trustee, and receipt of indemnity to its satisfaction, shall, in its own name as the trustee of an express trust:

(i) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the applicable Bondholders, and require the Authority to carry out any agreements with or for the benefit of the applicable Bondholders and to perform its or their duties under the JPA Agreement or the Operating Agreement or any other law to which it is subject and the Indenture, provided that any such remedy may be taken only to the extent permitted under the applicable provisions of the Indenture;

(ii) bring suit upon the applicable Bonds in default or with respect to a default under the Operating Agreement, the Federal Loan Agreement, the Design-Build Contract or the Permit;

(iii) commence an action or suit in equity to require the Authority to account as if it were the trustee of an express trust for the applicable Bondholders of their Bonds in default; or

(iv) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the applicable Bondholders of their Bonds in default.

Any Default Trustee shall be under no obligation to take any action with respect to any Event of Default unless such Default Trustee has actual knowledge of the occurrence of such Event of Default.

Anything in the Indenture to the contrary notwithstanding, holders of a majority in Bond Obligation of each priority level of Bonds then Outstanding shall have the right, at any time, by an instrument in writing executed and delivered to the respective Default Trustee, to direct the time, method and place of conducting all remedial proceedings available to the respective Default Trustee under the Indenture to be taken in connection with the enforcement of the terms of the Indenture or exercising any trust or power conferred on the respective Default Trustee by the Indenture; provided that such direction shall not be otherwise than in accordance with the provisions of the law and the Indenture and that there shall have been provided to the respective Default Trustee security and indemnity satisfactory to the respective Default Trustee against the costs, expenses and liabilities to be incurred as a result thereof by the respective Default Trustee.

No Bondholder shall have any right to institute any suit, action or proceeding in equity or at law for the exercise of any trust or power hereunder, or any other remedy hereunder or on such Bonds, unless such Bondholder or Bondholders previously shall have given to the respective Default Trustee written notice of an Event of Default as hereinabove provided and unless also holders of 25% or more of the Bond Obligation of the applicable priority level of Bonds then Outstanding (which could include such Bondholders) shall have made written request of the respective Default Trustee to do so, after the right to institute such suit, action or proceeding shall have accrued, and shall have afforded the respective Default Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and unless there also shall have been offered to the respective Default Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the respective Default Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are declared in every such case, at the option of the respective Default Trustee, to be conditions precedent to the institution of such suit, action or proceeding; it being understood and intended that no one or more of the Bondholders shall have any right in any manner whatever by his, her or their action to affect, disturb or prejudice the security of the Indenture, or to enforce any right hereunder or under the Bonds, except in the manner herein provided, and that all suits, actions and proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Bondholders.

Notwithstanding any other provision in the Indenture, the right of any Bondholder to receive payment of the principal of and interest on such Current Interest Bond or the Accreted Value of such Capital Appreciation Bond or the purchase price thereof, on or after the respective due dates expressed therein and to the extent of the Revenues and other security provided for the Bonds, or to institute suit for the enforcement of any such payment on or after such respective date, shall not be impaired or affected without the consent of such Bondholder.

If an Event of Default shall occur and be continuing, all amounts then held or any moneys received by the respective Default Trustees, by any receiver or by any Bondholder pursuant to any right given or action taken under the provisions of the Master Indenture (which shall not include moneys provided through a Credit Facility, which moneys shall be restricted to the specific use for which such moneys were provided), after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the respective Default Trustees (including attorneys' fees and disbursements), shall be applied (i) to payment of all unpaid interest on and principal or Accreted Value of the Senior Lien Bonds until fully paid, then (ii) to payment of all unpaid interest on and principal of the Federal Loan, then (iii) to payment of all unpaid interest on and principal or Accreted Value of the First Subordinate Lien Bonds until fully paid, and then (iv) to payment of all unpaid interest on and principal or Accreted Value of the Second Subordinate Lien Bonds until fully paid. Within each of the priorities for repayment set forth in (i), (iii) and (iv) above, moneys shall be applied to first, to the payment to the persons entitled thereto of all installments of interest then due on the Bonds, with interest on overdue installments, if lawful, at the rate per annum as provided in any Supplemental Indenture, as the case may be, in the order of maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, and (ii) second, to the payment to the persons entitled thereto of the unpaid principal amount or Accreted Value of any of the Bonds which shall have become due with interest on such Bonds at such rate as provided in a Supplemental

Indenture from the respective dates upon which they became due and, if the amount available shall not be sufficient to pay in full Bonds on any particular date determined to be the payment date, together with such interest, then to the payment ratably, according to the amount of principal and interest or Accreted Value due on such date, in each case to the persons entitled thereto, without any discrimination or privilege.

Trustee, Paying Agents; Registrar

The Trustee accepts and agrees to execute the trusts specifically imposed upon it by the Indenture, but only upon the additional terms set forth below, to all of which the Authority agrees and the respective Bondholders agree by their acceptance of delivery of any of the Bonds. If an Event of Default has occurred and is continuing, the Trustee shall exercise its rights and powers and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

The Trustee shall perform the duties set forth in the Indenture and no implied duties or obligations shall be read into the Indenture against the Trustee. Except during the continuation of an Event of Default, in the absence of any negligence on its part or any knowledge to the contrary, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed, upon certificates or opinions furnished to the Trustee and conforming to the requirements of the Indenture.

The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that: (1) the Trustee shall not be liable for any error of judgment made in good faith by a responsible officer of the Trustee unless the Trustee was negligent in ascertaining the pertinent facts; and (2) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it from Bondholders or the Authority in the manner provided in the Master Indenture.

Modification of the Master Indenture

The Authority may, from time to time and at any time, upon notice to any affected Bond Insurer so long as any Series of Bonds insured by such Bond Insurer is Outstanding, without the consent of or notice to the Bondholders, execute and deliver a Supplemental Indenture supplementing and/or amending the Master Indenture or any Supplemental Indenture as follows:

- (a) to provide for the issuance of a Series or multiple Series of Bonds under the provisions of the Master Indenture and to set forth the terms of such Bonds and the special provisions which shall apply to such Bonds;
- (b) to cure any formal defect, omission, inconsistency or ambiguity in, or answer any questions arising under, the Master Indenture or any Supplemental Indenture, provided such supplement or amendment is not materially adverse to the Bondholders or the Bond Insurer;
- (c) to add to the covenants and agreements of the Authority in the Master Indenture or any Supplemental Indenture other covenants and agreements, or to surrender any right or power reserved or conferred upon the Authority, provided such supplement or amendment shall not adversely affect the interests of the Bondholders;
- (d) to confirm, as further assurance, any interest of the Trustee in and to the Revenues or in and to the funds and accounts held by the Trustee or any other agent or in and to any other moneys, securities or funds of the Authority provided pursuant to the Indenture or to otherwise add additional security for the Bondholders;
- (e) to evidence any change made in the terms of any Series of Bonds if such changes are authorized by the Supplemental Indenture at the time the Series of Bonds is issued and such change is made in accordance with the terms of such Supplemental Indenture;
- (f) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended;
- (g) to modify, alter, amend or supplement the Master Indenture or any Supplemental Indenture in any other respect which is not materially adverse to the Bondholders or the Bond Insurer;
- (h) to provide for uncertificated Bonds or for the issuance of coupons and bearer Bonds or Bonds registered only as to principal;

(i) to qualify the Bonds or a Series of Bonds for a rating or ratings by a nationally recognized rating agency;

(j) to accommodate the technical, operational and structural features of Bonds which are issued or are proposed to be issued, including, but not limited to, changes needed to accommodate commercial paper, auction bonds, variable rate or adjustable rate bonds, discounted or compound interest bonds or other forms of indebtedness which the Authority from time to time deems appropriate to incur;

(k) to accommodate the use of a Credit Facility or Liquidity Facility for specific Bonds or a specific Series of Bonds, provided that such supplement or amendment is not materially adverse to the Bondholders; or

(l) to comply with the requirements of the Code as are necessary, in the opinion of Bond Counsel, to prevent the federal income taxation of the interest on any Tax Exempt Bonds, including, without limitation, the segregation of the Revenues into different funds.

Except for any Supplemental Indenture entered into pursuant to the provisions described above or in the next paragraph below, subject to the terms and provisions contained in the Master Indenture and the approval of any affected Bond Insurer so long as any Series of Bonds insured by such Bond Insurer is Outstanding, the holders of not less than a majority in aggregate Bond Obligation of each Series of Bonds then Outstanding shall have the right from time to time to consent to and approve the execution by the Authority of any Supplemental Indenture deemed necessary or desirable by the Authority for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in the Master Indenture or in a Supplemental Indenture; provided, however, that, unless approved in writing by the holders of all the Bonds then Outstanding or unless such change affects less than all Series of Bonds and the following paragraph is applicable, nothing herein contained shall permit, or be construed as permitting, (i) a change in the scheduled times, amounts or currency of payment of the principal or Accreted Value of, premium on or, interest on any Outstanding Bonds or (ii) a reduction in the principal amount or Accreted Value or redemption price of any Outstanding Bonds or the rate of interest thereon; and provided that nothing herein contained, including the provisions below, shall, unless approved in writing by the holders of all the Bonds then Outstanding, permit or be construed as permitting (iii) the creation of a lien (except as expressly permitted by the Master Indenture) upon the Revenues created by the Master Indenture, ranking prior to or on a parity with the liens created by the Master Indenture, (iv) except with respect to additional security which may be provided for a particular Series of Bonds, a preference or priority of any Bond or Bonds over any other Bond or Bonds with respect to the security granted therefor under the Granting Clause of the Master Indenture and the priorities established pursuant to, or (v) a reduction in the aggregate principal amount or Accreted Value of Bonds the consent of the Bondholders of which is required for any such Supplemental Indenture. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the execution of any Supplemental Indenture as authorized in the previous paragraph, including the granting, for the benefit of particular Series of Bonds, security in addition to the Trust Estate. Copies of any amendments that the Series 1999 Bond Insurer approves shall be sent to Standard & Poor's.

The Authority may, from time to time and at any time, execute a Supplemental Indenture which amends the provisions of an earlier Supplemental Indenture under which a Series or multiple Series of Bonds were issued. If such Supplemental Indenture is executed for one of the purposes set forth in the first paragraph above, no notice to or consent of the Bondholders shall be required, provided that notice of such amendment shall be given to any affected Bond Insurer so long as any Series of Bonds insured by such Bond Insurer is Outstanding. If such Supplemental Indenture contains provisions which affect the rights and interests of less than all Series of Bonds Outstanding and is not described in the first paragraph above, then the provisions of the Master Indenture described in this paragraph shall control and, subject to the terms and provisions contained in this paragraph and the approval of any affected Bond Insurer so long as any Series of Bonds insured by such Bond Insurer is Outstanding, the holders of not less than 51% in Bond Obligation amount of the Outstanding Bonds of all Series which are affected by such changes shall have the right from time to time to consent to any Supplemental Indenture deemed necessary or desirable by the Authority for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in such Supplemental Indenture and affecting only the Bonds of such Series; provided, however, that, unless approved in writing by the holders of all the Bonds of all the affected Series then Outstanding, nothing herein contained shall permit, or be construed as permitting, (i) a change in the scheduled times, amounts or currency of payment of the principal or Accreted Value of, premium on or interest on any Outstanding Bonds of such Series or (ii) a reduction in the principal amount, Accreted Value or redemption price of any Outstanding Bonds of such Series

or the rate of interest thereon. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the adoption of any Supplemental Indenture as authorized in the first paragraph above, including the granting, for the benefit of particular Series of Bonds, security in addition to the Trust Estate. Copies of any amendments that the Series 1999 Bond Insurer approves shall be sent to Standard & Poor's.

Credit Providers

If a Credit Facility is provided for a Series of Bonds or for specific Bonds, the Authority may, in the Supplemental Indenture under which such Bonds are issued, provide any or all of the following rights to the Credit Provider as the Authority shall deem to be appropriate:

- (1) the right to make requests of, direct or consent to the actions of the Trustee or to otherwise direct proceedings all as provided in the Master Indenture to the same extent and in place of the owners of the Bonds which are secured by the Credit Facility and for such purposes the Credit Provider shall be deemed to be the Bondholder of such Bonds;
- (2) the right to act in place of the owners of the Bonds which are secured by the Credit Facility for purposes of removing a Trustee or appointing a Trustee under the Master Indenture; and
- (3) the right to receive notices of estimates of Shortfall Advances in the form and at such times as provided in the Operating Agreement.

Continuing Disclosure

The Authority covenants that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate applicable to the Authority. Notwithstanding any other provision of the Indenture, failure of the Authority to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default under the Indenture; however, the Trustee (at the request of any Underwriter or the Holders of at least 25% aggregate Bond Obligation of Outstanding Bonds to which such Continuing Disclosure Certificate applies shall), or any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations and the Continuing Disclosure Certificate. For purposes of the foregoing covenant, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Supplemental Indentures

[SUBJECT TO CONFIRMATION]

The following is a brief summary of certain provisions of the Twelfth Supplemental Indenture, the Fifteenth Supplemental Indenture (the "Supplemental Indenture"). Such summary is only a brief description of limited provisions of these documents and is qualified in its entirety by reference to the full text of such Supplemental Indentures.

Terms of the Series 2023A Bonds

The Fifteenth Supplemental Indenture sets forth the terms of the Series 2023A Bonds. Most of such terms are described in the front of this Official Statement under "DESCRIPTION OF THE SERIES 2023A BONDS."

Establishment of Funds and Accounts

The Fifteenth Supplemental Indenture establishes the following funds and accounts: the Series 2023A Debt Service Reserve Account, the Series 2023A Debt Service Fund (which shall contain an Interest Account, a Principal Account and a Redemption Account), the Series 2023A Costs of Issuance Fund and the Series 2023A Rebate Fund.

Costs of Issuance Funds. The Trustee shall make payments or disbursements from the Series 2023A Costs of Issuance Fund, upon receipt from the Authority of a Requisition meeting the requirements set forth in the Master Indenture. Pursuant to the Master Indenture, amounts on deposit in the Series 2023A Costs of Issuance Fund, shall be invested and reinvested by the Authorized Authority Representative in Permitted Investments. Subject to the Master Indenture, earnings on each such Fund shall be retained in such Fund. Upon the Trustee's receipt of written instructions from an Authorized Authority Representative, all amounts remaining on deposit in such Funds shall be transferred to the applicable Debt Service Fund.

Debt Service Reserve Accounts

The Twelfth Supplemental Indenture, Thirteenth Supplemental Indenture and the Fourteenth Supplemental Indenture provide that as a condition of issuance of the Series 2023A Bonds, there shall be deposited in the Series 2023A Debt Service Reserve Account, either cash or a Debt Service Reserve Surety Policy in an amount equal to the Debt Service Reserve Requirement for the Series 2023A Bonds. Any amounts in such Debt Service Reserve Accounts in excess of the applicable Debt Service Reserve Requirement shall be transferred to the applicable Debt Service Fund, unless an Event of Default exists under the Indenture, in which event the excess amount shall be retained in the Series 2023A Debt Service Reserve Account, in accordance with the Master Indenture.

Tax Certificates; Rebate Funds

The Fifteenth Supplemental Indenture establishes the Series 2023A Rebate Fund, which shall be administered by the Authority. The Fifteenth Supplemental Indenture obligate the Authority to execute a Tax Certificate with respect to the Series 2023A Bonds, and provides that, notwithstanding any other provision contained therein relating to the deposit of investment earnings on amounts on deposit in any fund or account thereunder at the written direction of the Authority, any earnings which are subject to federal tax or rebate requirement, as provided in the Tax Certificate, shall be deposited in the Series 2023A Rebate Fund, for that purpose.

Rights of the Series 2023A Bond Insurer

[The Fifteenth Supplemental Indenture sets forth certain covenants of the Authority in favor of the Series 2023A Bond Insurer with respect to the Series 2023A Insured Bonds. For additional information concerning these covenants and the terms of the Series 2023A Bond Insurance Policy, see “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS -- Rights of the Series 2023A Bond Insurer” in the front of this Official Statement.]

USE PERMIT

The following is a summary of certain provisions of the Use Permit entered into among POLA, POLB and the Authority. This summary is not to be considered a full statement of the terms of such Use Permit and accordingly is qualified by reference thereto and is subject to the full text thereof. Capitalized terms used in this summary and not defined in the front portion of this Official Statement have the meanings set forth in the Use Permit.

Background, Term and Ownership

Concurrently with the execution of the Original Agreement, POLA and POLB (together, the “Owner”) and the Authority have executed a Use Permit dated as of October 12, 1998 (the “Permit”), whereby the Authority has acquired certain interests in real property (the “Property”) owned by POLA, POLB or the Owner for the purposes specified below. The Permit allows the Authority to use the Property, which will continue to be owned by POLA, POLB or the Owner, for the construction, development, maintenance and operation of the Project. The Permit provides that all improvements constructed on the Property shall belong to the Authority for so long as the Permit is in effect. The Ports have the right to cause the Authority to transfer to the Ports title to property required for the Rail Corridor that is owned by the Authority. In such event the property in question would become subject to the provisions of the Permit.

The Permit term is the period of time commencing on the last date the Permit has been executed by POLA, POLB and the Authority (i.e., December 15, 1998) and terminating on the earlier of (i) fifty years after the commencement of the Permit date, (ii) the cessation of existence of the Authority or (iii) the termination of the Operating Agreement; but in the case of (iii), only if any ACTA Financing (as defined in the Operating Agreement) has been fully paid or fully provided for. Upon expiration or earlier termination of the Permit, the Authority shall vacate the Property and reimburse the Owner for and indemnify, defend and hold harmless the Owner against all damages incurred by the Owner as a result of any delay by the Authority in vacating the Property. All improvements shall be surrendered to the Owner upon the expiration or earlier termination of the Permit.

Permitted Use

The Authority shall use the Property for (i) construction and development of the Project, and those uses which are incidental to such construction and development and (ii) rail freight transportation, as more generally described in and as limited by the Operating Agreement, and for no other purpose whatsoever without the Owner’s prior written consent. Except as otherwise provided in the Permit, the Owner intends for the Authority’s permitted uses of the Property to encompass all interests the Owner acquired and currently holds in the Property.

Fees and Taxes

The Permit requires the payment of a nominal ten dollar annual fee (the "Permit Fee"), payable by the Authority to POLA and POLB in equal one-half shares. The Permit Fee shall be increased every five years, based upon increases in the Consumer Price Index. The Authority shall also be responsible for all Real Property Taxes (as defined in the Permit) not paid by the Railroads or other third party, personal property taxes, license and permit fees and utilities related to the Property.

Defaults and Breach

A "Default" is defined as the occurrence of any of the following events: (i) the Authority abandons construction of the Project or fails to proceed with construction of the Project as required under the Permit; (ii) the Authority fails to perform any of its obligations under the Permit or fails to comply with or perform any of the terms, covenants or conditions under the Permit; (iii) an event of default occurs under the Federal Loan (as defined in the Permit) or any ACTA Financing; (iv) the Authority makes a general assignment or general arrangement for the benefit of creditors; (v) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against the Authority and is not dismissed within thirty days; (vi) a trustee or receiver is appointed to take possession of substantially all of the Authority's assets located at the Property or of the Authority's interest in the Permit and such possession is not restored to the Authority within thirty days; (vii) substantially all of the Authority's assets located at the Property, or the Authority's interest in the Permit, is subjected to attachment, execution or other judicial seizure which is not discharged within thirty days or (viii) any change in the entities comprising the Authority. At any time after a Default by the Authority occurs under the Permit, the Owner may, but is not obligated to, cure such Default at the Authority's cost.

A "Breach" is defined as the occurrence of one or more of the above Defaults and the failure of the Authority to cure such Default within thirty days after written notice from the Owner to the Authority; provided, however, that if the nature of the Authority's Default is such that more than thirty days are reasonably required for its cure, then the Authority shall not be deemed to be in Breach if the Authority commences such cure within said thirty day period and thereafter diligently and in good faith prosecutes such cure to completion.

The Owner shall not be deemed to be in default in the performance of any obligation required to be performed by it under the Permit unless and until it has failed to perform such obligation within thirty days after notice by the Authority to the Owner specifying wherein the Owner has failed to perform such obligation; provided, however, that if the nature of the Owner's obligation is such that more than thirty days are required to perform such obligation, then the Owner shall not be deemed to be in default if it commences such performance within such thirty day period and thereafter diligently and in good faith prosecutes such cure to completion.

Remedies

On the occurrence of a Breach by the Authority, the Owner may exercise any and all rights or remedies permitted by law, except that (a) no merger of the Permit shall be deemed to occur as a result thereof; and (b) the Owner shall have no power to terminate the Permit by reason of any such Breach on the part of the Authority if: (i) such termination would impair the ability of the Authority to pay principal of and interest on any ACTA Financing or the Federal Loan or (ii) such termination would materially adversely affect the Authority's rights under the Operating Agreement to collect, hold and expend ACTA Revenues (as defined in the Operating Agreement) and to exercise its other rights thereunder. So long as any ACTA Financing or Federal Loan remains outstanding, the Owner shall have no right to offset any amounts due to the Authority from the Owner under the Operating Agreement against amounts due to the Owner from the Authority pursuant to the Permit.

OPERATING AGREEMENT

The following is a summary of certain provisions of the Alameda Corridor Amended and Restated Use and Operating Agreement (the "Operating Agreement") entered into among the Authority, the Railroads, POLA and POLB. This summary is not to be considered a full statement of the terms of such Operating Agreement and accordingly is qualified by reference thereto and is subject to the full text thereof.

Since the date of execution of the Original Agreement, certain changes were made to the Flow of Funds (i.e. the order of priority in which revenues generated by Use Fees and Container Charges will be allocated and disbursed each year) pursuant to terms in the Operating Agreement. These changes are described in the front portion of this Official Statement under the heading "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS-Flow of Funds."

Certain Definitions

The following terms used in this summary have the meanings set forth below. Each capitalized term not otherwise defined in this summary shall have the meaning set forth elsewhere in the Official Statement or the Operating Agreement.

“*ACTA Financing*” means the financing of the Project by the Authority (*i.e.*, the Authority’s financings other than the Federal Loan, Port Advances, Property Assembly Reimbursement and the Benefit Amount), which may include the Bonds and/or a series of debt offerings or financings and multiple tranches or levels of priority of indebtedness that may consist of short term, interim and long term financings or refinancings of prior financings (including, without limitation, refinancing of the Federal Loan under the Master Trust Indenture) or obligations to credit enhancers or swap or other hedge providers if incurred in connection with such financings or refinancings.

“*Annual Amount*” means the amount necessary each year to pay the following items (to the extent the following items are scheduled, budgeted or otherwise expected to be due and payable that year): (a) interest and principal due during such year with respect to the ACTA Financing; (b) the amounts necessary to pay debt service on sums held in or debt incurred to fund any debt service reserve fund established in connection with the ACTA Financing (“Required Debt Service Reserve”), plus any amount necessary to replenish the Required Debt Service Reserve after draws thereon; and (c) the fees and charges of third party trustees, administrators, rating agencies, auditors, independent consultants, financial advisors, underwriters, attorneys or custodians incurred by Owner or the Authority in connection with the ACTA Financing, fees and costs incurred to obtain and renew letters of credit, bond insurance and other forms of credit enhancement facilities for the ACTA Financing and any amounts necessary to make any rebate payments to the United States or to otherwise comply with the provisions of the Internal Revenue Code.

“*ATSF Purchase Agreement*” means that certain Agreement for Sale of Certain Real Property in the Los Angeles Harbor Subdivision Rail Line between MP 27.6 and MP 28.3 and Other Interests at Redondo Junction of The Atchison, Topeka and Santa Fe Railway Company to City of Los Angeles and City of Long Beach, dated as of December 22, 1994, by and between the Owner, as purchaser, and the former The Atchison, Topeka and Santa Fe Railway Company, as seller.

“*Benefit Amount*” means an amount equal to 40% of the difference between the present value of the amount that will be paid using tax-exempt financing for a portion of the financing for the Project and the amount that would have been paid had taxable financing been used for such portion of the financing for the Project. The Benefit Amount shall be computed by the Authority on or about the date of issuance of such tax-exempt financing and the discount rate shall be the tax-exempt interest rate on such financing on that date (“Tax Exempt Rate”). The Benefit Amount shall bear interest, compounded semi-annually, at the Tax Exempt Rate from the date of issuance of the tax exempt financing, which interest shall be added to the balance of the Benefit Amount and likewise bear interest until paid. POLA and POLB shall allocate between themselves the Benefit Amount and shall notify the Authority in writing of such allocation prior to Substantial Completion.

“*BNSF C&M Agreement*” means that certain Right of Entry and Construction Agreement dated as of October 12, 1998 (as the same may be amended from time to time, to the extent not inconsistent with the provisions of the Operating Agreement), by and among BNSF, the Authority and Owner.

“*Bonds*” means revenue bonds or other evidences of indebtedness issued by the Authority from time to time pursuant to the Master Trust Indenture.

“*Capital Expenses*” means the costs and expenses incurred in making any capital improvements or betterments, or replacements to the extent that costs and expenses of replacements are determined to be Capital Expenses in accordance with the guidelines previously adopted pursuant to the Original Agreement or by agreement of Owner and the Railroads, or to be adopted pursuant to the Original Agreement or by agreement of Owner and the Railroads, to (i) the Rail Corridor other than the Non-Rail Components, and (ii) subject to the other provisions of the Operating Agreement, the Port-Owned Tracks.

“*Corridor Dispatcher*” means the person or entity responsible for dispatching service for all train movements on and within the Rail Corridor, on all Port-Owned Tracks and to all Port Facilities selected by Owner and Railroads through Mutual Agreement.

“*Corridor Maintenance Contractor*” means the person or entity responsible for inspection, maintenance and repair of, and making capital replacements and improvements to, the Rail Corridor and all Port-Owned Tracks (including, without limitation, the Non-Rail Components).

“*Drill Track*” means a single track rail line constructed pursuant to and in accordance with the provisions of the UP C&M Agreement, any support structures to the extent they support the Drill Track and the real property on and along which such rail line is located, generally running adjacent and parallel to parts of the Rail Corridor.

“*Federal Loan*” means the \$400 million loan made to the Authority by the U.S. Department of Transportation, acting through the Federal Highway Administration, pursuant to an Amended and Restated Loan Agreement dated as of October 15, 1998, or any replacement or refinancing thereof with or by an agency of the United States Government.

“*Flow of Funds*” means the order of priority in which revenues generated by Use Fees and Container Charges will be allocated and disbursed each year. Such order of priority is described in the Official Statement under the heading “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS-Flow of Funds.”

“*Local Train*” means any train on which at least 80% of the railcars are delivered to or picked up from industries which are located between the northerly boundary of the Ports and the point that the mainline tracks owned by a particular Railroad diverge from the northerly end of the Rail Corridor. For purposes of this definition, (i) one platform of at least 40-feet or one well of at least 40-feet shall equal one railcar, and (ii) railcars carrying Toyota (or related company) automobiles originating at or being delivered to the Toyota Distribution Facility during the exclusive service period (which period is the shorter of (A) through December 31, 2006 or, if the main Toyota lease is extended, through the expiration date of such extended lease, but in no event later than December 31, 2016, or (B) for so long as such facility exists at that location) shall be considered originating from or delivered to an industry located north of the Ports.

“*Manuel Sidings*” means the three sidings near the Sepulveda Boulevard Bridge and located generally in the vicinity of the track identified as “Manuel 3” on Page 3 of the Map.

“*Map*” means the map (consisting of four pages) attached to the Operating Agreement as Exhibit A.

“*Master Trust Indenture*” means that certain Master Trust Indenture to be entered into by the Authority and a third party trustee, which provides the terms and conditions upon which the Authority may issue revenue bonds or other evidences of indebtedness for the purpose of financing all or a portion of the Project, as amended, supplemented, or amended and restated from time to time.

“*Mutual Agreement*” is a determination approved by at least three of the following parties: POLB, POLA, BNSF and Union Pacific.

“*Net Project Costs*” has the meaning set forth in Section 7.3(l) of the Operating Agreement.

“*Non-Rail Components*” means the walls, retaining walls, embankments, support structures and drainage facilities of and for the trench portion of the Rail Corridor, and the structural portions of the bridges and overpasses over the trench portion of the Rail Corridor. The term Non-Rail Components shall not include (i) public streets, roadways or highways along the Rail Corridor, (ii) the surface pavement of streets on the bridges and overpasses over the trench portion of the Rail Corridor, and (iii) the lighting, drainage and fence structures located on the bridges and overpasses over the trench portion of the Rail Corridor (and the maintenance, repair and replacement of such items shall not be the responsibility of the parties to the Operating Agreement or paid for with M&O Charges, Use Fees, Container Charges, Port Advances or from the Reserve Account).

“*Non-Rail Maintenance and Capital Improvement Charges*” means the (i) annual maintenance and capital improvements and replacements of the Non-Rail Components, together with capital replacement of any rail bridge over the Rail Corridor (but only if (A) one of the Railroads actually is using the rail bridge at the time the capital replacement is needed, and (B) a third party, at its cost, is not providing the maintenance and/or capital improvement or replacement of such rail bridge).

“*North End Grade Separation*” means that certain rail-to-rail grade separation, by which BNSF’s San Bernardino Subdivision Tracks will cross over the Rail Corridor Tracks and the Los Angeles River in the location shown on Page 1 of the Map, thereby eliminating the at-grade rail crossing that currently exists in the vicinity of Redondo Junction.

“*Overdue Rate*” means a rate per annum equal to the “prime rate” plus 5%, but in no event greater than the maximum rate permitted to be charged under the law of the State of California as of the date the payment in question was due under the Operating Agreement. As used in the preceding sentence, “prime rate” means the rate announced from time to time by the Los Angeles main office of Bank of America as its “reference rate”. If Bank of America no

longer announces a “reference rate,” then Owner and Railroads will promptly adopt a substitute benchmark for determining the Overdue Rate similar to the Bank of America “reference rate”.

“*Owner*” means, collectively, POLA and POLB, and their respective successors and assigns with respect to ownership of the Rail Corridor property and improvements.

“*Port*” means, individually, each of the seaports located on San Pedro Bay in the County of Los Angeles commonly known as the Port of Long Beach and the Port of Los Angeles, and “*Ports*” means, collectively, both of such seaports.

“*Port Advances*” means the following amounts: (i) Net Project Costs advanced by POLA or POLB (either directly or through the Authority) prior to Substantial Completion that have not already been reimbursed to POLA or POLB from the proceeds of the financings or grants received by the Authority; (ii) Shortfall Advances made by either POLA or POLB; (iii) amounts, if any, voluntarily advanced by POLA or POLB (either directly or through the Authority) in excess of the Shortfall Advances to pay all or a portion of the Annual Amount, the Federal Loan or any other obligation or liability of the Authority with respect to the Project; (iv) amounts, if any, voluntarily advanced by POLA and POLB after Substantial Completion, in excess of Shortfall Advances, to cover administrative expenses of the Authority that have not already been reimbursed to POLA or POLB from the proceeds of the financings or grants received by the Authority; and (v) any amounts advanced by either POLA or POLB to fund the Reserve Account in certain years in which less than \$4 million in revenues from Use Fees and Container Charges are deposited in the Reserve Account. Port Advances shall bear interest from the date advanced at a rate per annum equal to the interest rate on six month U.S. Treasury Bills, which rate shall be adjusted each January 1 and July 1, effective for the outstanding Port Advances on such date.

“*Port Facilities*” means all existing or future terminals, yards and facilities owned or leased by, or located on property owned by, Owner, POLA or POLB (or any successor or assignee of any of the foregoing) and located within the Port areas (as such Port areas are shown on Page 4 of the Map), including the Intermodal Container Transfer Facility (outlined on Page 4 of the Map), as such facilities may be expanded or contracted from time to time.

“*Port-Owned Tracks*” means all Track and Track Support Structures now or in the future owned jointly or separately by POLA and/or POLB (or any successor or assignee of either or both of the foregoing), located within the Port areas shown on Page 4 of the Map, whether or not located within the Rail Corridor, provided, however, that neither the Drill Track nor Track located within a Port Facility shall be considered part of the Port-Owned Tracks. “*Port-Owned Tracks*” also shall include (i) the Manuel Sidings and the portion of the UP San Pedro Branch used to access the Manuel Sidings, but only if the Manuel Sidings are used for holding or storing trains as part of the Rail Corridor pursuant to the Operating Agreement, and (ii) the portion of the UP San Pedro Branch between Thenard Crossing and the Port areas shown on Page 4 of the Map. Except as provided in clause (ii) of the preceding sentence, the UP San Pedro Branch shall not be deemed to be Port-Owned Tracks under the Operating Agreement unless Owner expressly so agrees.

“*Port Rail Agreements*” means, collectively, (i) that certain Permit to Use Tracks Agreement dated as of December 1, 1997, by and among POLA, BNSF, Southern Pacific Transportation Company and Union Pacific, (ii) that certain San Pedro Bay Harbor Rail Operating Agreement dated as of December 1, 1997, by and between POLA and Pacific Harbor Line, Inc., (iii) that certain Use of Tracks Agreement dated as of June 1, 1998, by and among POLB, Union Pacific and BNSF, and (iv) that certain Long Beach Rail Operating Agreement dated as of June 1, 1998, by and between POLB and Pacific Harbor Line, Inc., as each of such agreements may be extended or amended from time to time.

“*Project*” means the construction and development of the project described in that certain Plan adopted by the Authority on January 14, 1993, as modified and shown on the Conceptual Design Layout (Alternative 2.1B) (copies of which have been date stamped December 22, 1994 and initialed by each of POLA, POLB, Southern Pacific Transportation Company, The Atchison, Topeka and Santa Fe Railway Company and Union Pacific), prepared by Daniel, Mann, Johnson & Mendenhall in joint venture with Moffatt & Nichol, Engineers (including the Tracks and Track Support Structures for the Rail Corridor, the Non Rail Components, and streets, roadways and highways and street, roadway, highway and railway overpass facilities), as updated and, to the extent shown thereon, superseded by the Track Schematic Drawings, and as the same have been amended prior to the date hereof pursuant to the Original Agreement or by agreement of the Owner and the Railroads. The “*Project*” may be amended from time to time, to the extent not inconsistent with the Track Schematic Drawings and the provisions of the Operating Agreement (provided that if any such amendment to the Plan made after October 12, 1998, other than an amendment required by

law or an amendment required by a governmental entity or agency other than Owner or the Authority, will increase the total amount of Net Project Costs by an amount in excess of \$50 million, then such amendment must first be approved by Owner and Railroads through Mutual Agreement and, if not approved by Owner and Railroads through Mutual Agreement, such amendment nevertheless may be made if Owner and the Authority agree that the amount in excess of said \$50 million will be paid entirely from sources other than Use Fees and Container Charges).

“Property Assembly Reimbursement” means the sum of \$200 million, to be refunded by the Authority to POLA and POLB as reimbursement for a portion of amounts expended by POLA and POLB to acquire the property and related rights and interests necessary for the Project, which amount shall not bear interest or otherwise be adjusted for the passage of time. POLA and POLB shall allocate between themselves the Property Assembly Reimbursement and shall notify the Authority in writing of such allocation prior to Substantial Completion. Notwithstanding the foregoing, POLA and POLB have authorized the Authority to deduct thirty-four percent (34%) of any amount it otherwise would pay either POLA or POLB for the Property Assembly Reimbursement and immediately deposit such amount in the Reserve Account, regardless of whether such payment causes the Reserve Account to exceed the Reserve Account Target.

“Pro Rata Portion” means, with respect to any of the Railroads, a percentage equal to the relationship of such Railroad’s use (including Repositioning and Crossing Movements) of the Rail Corridor and the Port-Owned Tracks to the total use of the Rail Corridor and the Port-Owned Tracks by all of the Railroads (including Repositioning and Crossing Movements) during a given time period. Use shall be measured by gross ton miles or by train miles depending upon the nature of the costs or expenses subject to proration, as more particularly set forth in the Operating Agreement.

“Rail Corridor” means a multiple main track, high density, predominantly 40 mile per hour mainline railroad system (including the Track and Track Support Structures and identified rail connections for each of the Railroads) with centralized traffic control which permits bi-directional operation on each main track and provides for maximum train-handling capacity, together with the real property on which such railroad system is located, as generally shown on the Conceptual Design Layout described above in the definition of “Project,” as updated and, to the extent shown thereon, superseded by the Track Schematic Drawings (provided that (i) “maximum train-handling capacity” shall not be construed to require any Railroad to upgrade its locomotives in order to meet such standard in operating on the Rail Corridor, and (ii) “predominantly 40 miles per hour” shall not be construed to require that the entire Rail Corridor and every connection thereto be designed and constructed to accommodate rail operations at speeds of 40 miles per hour). The Rail Corridor has been constructed in accordance and conformance with the provisions and standards set forth in the UP C&M Agreement (or, with respect to any portion of the Rail Corridor constructed on property owned by BNSF, in accordance with the provisions and standards set forth in the BNSF C&M Agreement) and is generally located in the right-of-way Owner acquired from Southern Pacific Transportation Company running generally along and parallel to Alameda Street beginning, in the north, for each Railroad, at the point that such Railroad leaves the mainline tracks or trackage rights owned or held by such Railroad (other than the Rail Corridor itself), which point, for each Railroad, is shown on Page 1 of the Map, and ending, in the south, at the Anaheim Street grade separation in the City of Long Beach and at the northerly entrance to the Badger Avenue Bridge in the City of Long Beach. The Rail Corridor includes:

- (a) the Joint Use Construction Projects (provided, however, capital replacement of the North End Grade Separation shall be governed by separate agreements between BNSF and the commuter agencies which operates over the North End Grade Separation, and provided further, however, for purposes of maintenance, repair and dispatching, the North End Grade Separation shall not be considered part of the Rail Corridor);
- (b) the connections and crossings identified in Section 3.1(a)(i)(B) and Section 3.1(a)(i)(C) of the UP C&M Agreement;
- (c) a Track connection between the Rail Corridor and a Track leading to Watson Yard, up to the property line of Owner’s property, as that Watson Yard Track connection is described in the ATSF Purchase Agreement (as such description is updated and modified in the BNSF C&M Agreement);
- (d) a Track connection between the Rail Corridor and BNSF’s main line Tracks near Redondo Junction, up to the property line of Owner’s property, as that Track connection is described in the ATSF Purchase Agreement (as such description is updated and modified in the BNSF C&M Agreement); and

(e) The Rail Corridor does not include any street, roadway or highway structures or improvements over or adjacent to the Rail Corridor (provided that this sentence shall not be deemed to exclude from the definition of Rail Corridor any (x) maintenance, access or service roads constructed on or adjacent to the Rail Corridor property for the primary purpose of providing access to or maintaining the Track and other components of the Rail Corridor, or (y) the structural portion of bridges and overpasses over the trench portion of the Rail Corridor (which structural portions constitute part of the Non-Rail Components), all of which are part of the Rail Corridor). The Rail Corridor does not include the Drill Track.

“*Railroad*” means, individually, BNSF or Union Pacific, and “*Railroads*” means, collectively, all of BNSF and Union Pacific, and the assignees of the foregoing permitted pursuant to the Operating Agreement, together with any other Class I or financially responsible and experienced regional railroad that in the future may be granted rights by Owner to use the Rail Corridor pursuant to the Operating Agreement.

“*Repositioning and Crossing Movement*” means one of the following continuous movements across the Rail Corridor (*i.e.*, not including switching on the Rail Corridor) for the purpose of repositioning of locomotives, railcars and equipment, or moving the same across the Rail Corridor, only:

(i) movements over the Rail Corridor only north of 25th Street (and, with respect to Union Pacific, including J Yard), or the connection of Union Pacific’s Wilmington Branch to the Rail Corridor, and not to or from any Port Facility;

(ii) movements over the Rail Corridor only south of the Dolores Yard/Intermodal Container Transfer Facility connection track (as outlined on Page 3 of the Map) at Dominguez Junction between a Port Facility and a rail origin or destination south of Dominguez Junction (which shall include for BNSF only movements to Watson Yard (as shown on Page 3 of the Map) and then to an industry or yard located on BNSF’s Harbor Subdivision south of 25th Street);

(iii) movements across the Rail Corridor that both originate and terminate on the Drill Track or adjacent yards;

(iv) movements across the Rail Corridor between Union Pacific’s Wilmington Branch, and Dolores Yard;

(v) turning of locomotives and railcars by Union Pacific using the Watson Yard connection track as described in that certain Use of Tracks Agreement dated as of December 22, 1994 among Southern Pacific Transportation Company, BNSF and Owner; and

(vi) movements between the Dow Chemical Facility and Mead Yard (as outlined on Page 3 of the Map);

provided that in each case the Railroad conducting the Repositioning and Crossing Movement shall not hold, store, position or leave trains, railcars, locomotives or other equipment on, or otherwise block, any of the main line tracks of the Rail Corridor. In no event shall Repositioning and Crossing Movements be used to move railcars or containers that otherwise are required by the Operating Agreement to use the Rail Corridor to another rail line in order to avoid using the Rail Corridor.

“*STB*” means the Surface Transportation Board.

“*Substantial Completion*” means and includes the construction of the crossings and connections described in clause (b) of the definition of “Rail Corridor,” on the terms set forth in the UP C&M Agreement, and the construction of the connection Tracks described in clauses (c) and (d) of the definition of “Rail Corridor” beyond the property line of Owner’s property on the terms set forth in the BNSF C&M Agreement. The parties acknowledge and agree that Substantial Completion occurred on April 15, 2002.

“*Through Train*” means any train movement commencing or terminating at a Port Facility, together with Union Pacific’s “Dolores Hauler” (pursuant to the Project environmental impact report) and existing unit trains to or from any oil refineries served from the Rail Corridor (pursuant to the Project environmental impact report), excluding, however, any Repositioning and Crossing Movements and/or Local Trains.

“*Toyota Distribution Facility*” means the Toyota Distribution Facility as outlined on Page 3 of the Map.

“*Track*” means all railroad related improvements, including all tracks (including main line tracks, spur tracks, lead tracks, passing tracks and storage tracks) and all rail-related facilities (including rails and fastenings, switches,

frogs, bumpers, ties, ballast, roadbed, signaling devices and systems, traffic control systems, interlocking devices and plants, crossing warning devices, crossing surfaces, signal pole lines, and signal communication facilities and equipment).

“*Track Schematic Drawings*” means those certain track schematic drawings dated 12 January 1998 (with a date code of 1 October 1998 along the lower right margin) and initialed by each of POLA, POLB, the Authority, BNSF and Union Pacific, copies of which are attached to each of the UP C&M Agreement and the BNSF C&M Agreement, as the same have been amended prior to the date of the Operating Agreement pursuant to the Original Agreement or by agreement of Owner and the Railroads.

“*Track Support Structures*” means those properties, improvements and structures for use or support of the Track, including rail bridges, rail tunnels, culverts and other structures, subgrade, embankments, walls (including sound walls but excluding support structures for street, roadway or highway bridges), dikes, pavements and drainage facilities, and maintenance, access and service roads.

“*UP C&M Agreement*” means that certain Amended and Restated Construction and Maintenance Agreement dated as of October 12, 1998 (as the same may be amended from time to time, to the extent not inconsistent with the provisions of the Operating Agreement), by and between Union Pacific and the Owner, governing the construction of the Rail Corridor and the Drill Track.

“*UP San Pedro Branch*” means the railroad rights of way and adjoining land and improvements located in the County of Los Angeles, State of California, commonly known as the Union Pacific San Pedro Branch, approximately between Milepost 3.08 in the north and Milepost 21.71 in the south.

“*West Thenard*” means the rail junction shown on Page 3 of the Map.

Background

The Owner, the Railroads and the Authority entered into the Original Agreement on October 12, 1998. The Operating Agreement dated December 15, 2016 supersedes the Original Agreement. In general, the Operating Agreement governs the administration, operation and maintenance of, and the payment of fees and expenses related to, the Rail Corridor.

Access to and Use of the Rail Corridor

The Operating Agreement grants to each of the Railroads access to certain Port Facilities, to the Rail Corridor and to all Port-Owned Tracks for the purpose of providing freight rail service to and from the Ports. Access is granted to each Railroad on an equal and nondiscriminatory basis, subject to certain exceptions specified in the Operating Agreement. The Operating Agreement also grants certain non-exclusive overhead trackage rights to each of the Railroads in connection with their use of the Rail Corridor.

Provided that the Railroads have obtained all necessary approvals and consents from the STB (and any other federal agency with jurisdiction), each Railroad shall use the Rail Corridor for all Through Train movements. The Railroads shall also have the right to use the Rail Corridor for the movement of Local Trains, subject to the restrictions and limitations set forth in the Operating Agreement (such as the requirement that (i) although Local Trains may operate on the Rail Corridor, there shall be no switching of rail cars on the Rail Corridor, nor shall there be any freight rail service to any local industry customers directly from the Rail Corridor, except as expressly permitted under the UP C&M Agreement and in the Operating Agreement, and (ii) no more than 20% of the cargo transported by all Railroads on the Rail Corridor in any year move to or from facilities which are not included within the meaning of “port facilities” under Section 142(a)(2) of the Internal Revenue Code of 1986, as amended). The fees that will be charged to the Railroads in connection with their use of the Rail Corridor are described below (see “Use Fees, Container Charges and M&O Charges” below).

Each Railroad shall provide, at its sole cost and expense, its own equipment and crews for all train movements on the Rail Corridor and on all Port-Owned Tracks (subject to the Port Rail Agreements and other existing agreements to which either or both of the Railroads are parties). Each Railroad is also responsible for providing whatever security services or measures it deems necessary or desirable for its property and equipment, and all cargo, railcars and equipment in its possession and control. Except as expressly provided in various other agreements with the Railroads, neither Owner nor the Authority shall have any obligation (a) to inspect, maintain, refuel, service or repair any equipment used by the Railroads, to clear any derailed trains, or to provide refueling, servicing or repair facilities or equipment to the Railroads in connection with the Railroads’ use of the Rail Corridor or Port-Owned Tracks; (b) to

provide security services or measures to protect any property or equipment owned or used by the Railroads from theft, vandalism or damage; or (c) to inspect, maintain, service, dispatch, operate or repair the Rail Corridor, the Port-Owned Tracks, or the UP San Pedro Branch.

Use Fees, Container Charges and M&O Charges

Authority's Right to Collect Fees

The Operating Agreement grants to the Authority (or any trustee for Bonds issued by the Authority) the sole right and obligation to receive, hold and expend in accordance with the terms of the Operating Agreement all M&O Charges, Use Fees, Container Charges and Port Advances and all other funds, assets or amounts to which the Authority may be entitled under the Operating Agreement ("ACTA Revenues"). Except as expressly provided in the Operating Agreement, no entity shall have any right to receive, hold and expend ACTA Revenues to which the Authority is entitled under the Operating Agreement.

The Railroads, POLA and POLB have agreed to take all actions as may be necessary or appropriate to effectuate the payment and receipt of the ACTA Revenues to be received by the Authority pursuant to the Operating Agreement. Furthermore, POLA and POLB will not do or permit anything to be done, or omit or refrain from doing anything (including the exercise of their rights to terminate a Railroad's rights under the Operating Agreement after the occurrence of a material default or breach by such Railroad; see "Default and Remedies" below) in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the Operating Agreement or which otherwise would interfere with the Authority's right to receive the ACTA Revenues.

The Operating Agreement gives the Authority the right to pledge, assign and transfer without recourse all of its rights (subject to the terms of the Operating Agreement) to receive all or a portion of the ACTA Revenues, and any other rights or remedies as granted to the Authority under the Operating Agreement, to a third party trustee or other fiduciary in connection with the ACTA Financing. Upon receipt of a written notice from the Authority that it has assigned its rights to payments of all or any portion of the ACTA Revenues to such a trustee or fiduciary, POLA, POLB and the Railroads each shall make all such payments directly to the trustee or fiduciary until receipt of further payment instructions signed by both the Authority and such trustee or fiduciary.

All payments by the Railroads and Owner under the Operating Agreement, including, without limitation, payments of the ACTA Revenues, shall be an absolute obligation of the Railroads or Owner, as applicable, and shall be made when due without deduction, setoff, reduction or any defenses of any kind or character unrelated to the mathematical calculation of amounts. The Railroads and Owner expressly disclaim any interest in the ACTA Revenues and waive any defenses to enforcement by the Authority of any claim to such amounts and agree not to challenge the Authority's rights to such amounts.

Use Fees and Container Charges

The Operating Agreement establishes the Use Fees and Container Charges to be paid to the Authority by the Railroads for their use of the Rail Corridor. Such Use Fees and Container Charges are assessed and collected beginning upon the date of commencement of Through Train operations over the Rail Corridor north of West Thenard and south of 25th Street after Substantial Completion (excluding test or training trips by trains).

Each Railroad shall pay to the Authority Use Fees, which shall be charged on (i) all Through Trains, regardless of whether the Through Train uses the Rail Corridor (unless such Through Train cannot use the Rail Corridor because of a complete blockage of all through tracks comprising the Rail Corridor for more than five consecutive days); (ii) all Local Trains which actually use all or any portion of the Rail Corridor; and (iii) all rail cars and/or containers, as the case may be, which originate or terminate at a Port Facility but which are included on a Local Train which does not use the Rail Corridor (other than rail cars carrying Toyota (or related company) automobiles originating in the continental United States and terminating at the Toyota Distribution Facility during a certain exclusive service period).

In addition, commencing April 15, 2002, each Railroad shall pay to the Authority Container Charges on each Waterborne Container that originates or terminates at the Ports and which is moved by rail into or out of Southern California (i.e., the counties of Kern, San Bernardino, San Luis Obispo, Santa Barbara, Ventura, Los Angeles, Orange, Riverside, San Diego and Imperial) by such Railroad (unless such Waterborne Container already has been assessed the Use Fee). Payment of Container Charges shall be made to the Authority regardless of whether the containers have traveled on the Rail Corridor. However, if there is a complete blockage of all through tracks comprising the Rail

Corridor for more than five consecutive days, then Container Charges shall not be assessed on those Waterborne Containers that are shifted to transport by truck as a result of the complete blockage.

On or before the last day of each month, each Railroad shall pay to the Authority its Use Fees and Container Charges for the preceding month, based upon the actual number of containers and railcars transported by or on behalf of such Railroad during the immediately preceding month for which the payment of a Use Fee or Container Charge would apply. Any payment not made when due shall bear interest at the Overdue Rate until paid (in addition to all of the Authority's other remedies for such non-payment; see "Default and Remedies" below). The Authority shall monitor, or hire a third party to monitor, the railcars and containers that are subject to Use Fees and Container Charges.

The Railroads shall continue to be assessed the Use Fees and Container Charges at their full rates (*i.e.*, unadjusted for changes in annual debt service on any ACTA Financing) until the earlier to occur of the following ("Use Fees Termination Date"): (i) April 15, 2062 (being the date sixty (60) years after the April 15, 2002 commencement of Through Train operations over the Rail Corridor north of West Thenard and south of 25th Street after Substantial Completion), and (ii) the date that Net Project Costs and the amounts and obligations in the definition of Flow of Funds (see "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS - Flow of Funds" in this Official Statement) have been repaid in full (including repayment in full of any ACTA Financing and the Federal Loan and the funding of the Reserve Account to the then current target amount for the Reserve Account). Use Fees and Container Charges shall not be assessed and collected for any freight traffic movements after the Use Fees Termination Date.

The Use Fees, the Container Charges and the Shortfall Advances, if any, by POLA and POLB, (see "Shortfall Advances" below) will be used (i) to pay Net Project Costs and (ii) to pay the other expenses, and fund, maintain and replenish the reserves relating to the Project and the use and operation of the Rail Corridor. The Flow of Funds governs the order of priority for allocation and disbursement of Use Fees and Container Charges.

M&O Charges

Subject to certain limitations specified in the Operating Agreement, each Railroad shall be charged a Pro Rata Portion (based on its use of the Rail Corridor and the Port-Owned Tracks) of the maintenance and operation expenses (the "M&O Charges") relating to the Rail Corridor and the Port-Owned Tracks. The M&O Charges include, collectively, (i) the annual cost of operating, maintaining and repairing the Rail Corridor and the Port-Owned Tracks (including any storage tracks), (ii) taxes (including property or possessory interest taxes assessed against Owner, the Authority or the Railroads with respect to the Rail Corridor), (iii) premiums for the casualty insurance and business interruption insurance described in the Operating Agreement with deductibles determined by Owner and Railroads through Mutual Agreement (which deductibles shall not, however, violate the requirements of the Master Trust Indenture, the Federal Loan and the ACTA Financing) and relating solely to the Rail Corridor and the Port-Owned Tracks (but not any casualty insurance premiums relating to automobiles, trucks or other wheeled equipment owned or leased by Owner or the Authority and not used solely in connection with operation or maintenance of the Rail Corridor or Port-Owned Tracks, which premiums shall be the responsibility of Owner or the Authority, as the case may be), (iv) costs of dispatching (including communication and signaling), (v) the cost of maintaining and repairing communications facilities, signals and interlockers, (vi) security costs, (vii) debris removal, (viii) costs of maintaining and repairing rails, ties, ballast, undercutting, drainage and surfacing, and other repairs, and (ix) the costs and expenses of the entities or parties responsible for inspecting, dispatching, securing, maintaining and/or repairing the Rail Corridor and/or the Port-Owned Tracks (including without limitation, the Corridor Dispatcher and the Corridor Maintenance Contractor) (and a charge for the reasonable overhead of such entities or parties).

M&O Charges shall not include replacement costs except to the extent that Owner and Railroads determine through Mutual Agreement that such costs are not properly included in Capital Expenses. In addition, each Railroad shall individually be responsible, at its sole cost and expense, for maintaining, repairing and operating facilities, signals, structures and property that are exclusively used or operated by such Railroad or which exclusively benefit such Railroad.

With respect to the Port-Owned Tracks, if and to the extent that the Port Rail Agreements provide for the maintenance, repair or replacement of the Port-Owned Tracks, or the dispatching, switching and operation thereon, the Port Rail Agreements shall control with respect to the payment of the costs and expenses for such matters for so long as such agreements are in effect. In such event, the Railroads shall not be required to pay M&O Charges under the Operating Agreement with respect to the maintenance, repair, replacement, dispatching or switching operations of

the Port-Owned Tracks because the Railroads are obligated to make payments for such matters under the Port Rail Agreements.

M&O Charges incurred in the maintenance and repair of Track and Track Support Structures of the Rail Corridor and the Port-Owned Tracks shall be pro-rated between the Railroads based on gross ton miles. All other M&O Charges shall be pro-rated between the Railroads based on train miles. The resulting amounts, collectively, shall be the Pro Rata Portions owed by each Railroad.

The budgeted M&O Charges for each calendar year (other than the calendar year in which Substantial Completion occurs) will be divided into 12 equal installments (each such monthly amount being referred to herein as the "Monthly Amount"). If Owner and Railroads, through Mutual Agreement, modify the budgeted M&O Charges during a year, the Monthly Amount shall be adjusted to reflect the revised budget, with any increase or decrease in the budget spread over the remainder of the year.

If an item or items to be funded through M&O Charges is scheduled to be performed before sufficient funds have accumulated through payment of the Monthly Amount, then Owner and Railroads, through Mutual Agreement, may require an accelerated payment of M&O Charges to fund such items(s).

The budgeted Capital Expenses and Non-Rail Maintenance and Capital Improvement Charges will be paid from the Reserve Account, to the extent funds then are available in the Reserve Account. To the extent funds are not then available in the Reserve Account to pay any budgeted Capital Expenses, Non-Rail Maintenance and Capital Improvement Charges, or any other Capital Expenses and Non-Rail Maintenance and Capital Improvement Charges that Owner and Railroads, through Mutual Agreement, may from time to time determine to be necessary or appropriate (including to pay for any capital repairs or replacements that may be required as a result of a casualty event), each Railroad shall pay its Pro Rata Portion on a gross ton mile basis (based on each Railroad's Pro Rata Portion for the previous calendar year) of such Capital Expenses or Non-Rail Maintenance and Capital Improvement Charges.

Any payment of M&O Charges not made when due shall bear interest at the Overdue Rate until paid (in addition to all of the Authority's other remedies for such non-payment; see "Default and Remedies" below).

All M&O Charges shall be paid by the Railroads to the Authority (unless the Authority assigns its rights to receive such amounts to a trustee or other fiduciary in connection with the ACTA Financing) and placed by the Authority in a separate fund established by the Authority. The Authority shall use such fund for the sole purpose of promptly paying the M&O Charges. Except as otherwise expressly provided in the definition of M&O Charges, none of the Authority, POLA or POLB shall be responsible for the payment of any M&O Charges.

Shortfall Advances

If during any calendar year after Substantial Completion (or the partial calendar year in which Substantial Completion occurs) the Annual Amount payments due during such calendar year (or the initial partial year) and the Federal Loan payments due during such calendar year (or the initial partial year) (collectively, the "Required Annual Payment") are not paid in full, then POLA and POLB will advance to the Authority, from any legally available source, funds ("Shortfall Advances") sufficient to pay the positive difference between the Required Annual Payment due with respect to such year and the amount of other funds available to be applied against the Required Annual Payment in such year (exclusive of all reserves and other funds specifically pledged for other purposes). However, in no event shall the Shortfall Advances required to be made with respect to a calendar year (or the initial partial calendar year) exceed in the aggregate an amount equal to 40% of the total Annual Amount and Federal Loan payments due in such calendar year (or the initial partial calendar year).

Each of POLA and POLB shall be separately responsible for one-half of the Shortfall Advances due in a year, with neither entity responsible for the contribution required of the other. In no event shall POLA or POLB individually be required to pay in any calendar year (or partial year) an amount in excess of 20% of the Required Annual Payment due in such calendar year or the initial partial year.

The Shortfall Advances shall be allocated to fund shortfalls for such year in the following items and in the following order of priority: first, to the Annual Amount (other than any portion or tranche subordinated to the Federal Loan), second to the Federal Loan, and third, to any subordinated portion or tranche of the ACTA Financing.

In the event POLA or POLB fails to pay a Shortfall Advance in the year such payment is due, then the amount of such unpaid Shortfall Advance (the "Unpaid Shortfall") shall continue to accrue and be payable by POLA or POLB (as the case may be) on the first day of the following fiscal year. The obligation of POLA or POLB (as the case may

be) to pay the Unpaid Shortfall shall be in addition to its obligation to pay Shortfall Advances. In the event such Unpaid Shortfall triggers a reamortization of the Federal Loan and causes an increase in the amount due on the Federal Loan for the following year, such increase shall be allocated entirely to the entity which has not paid for purposes of determining POLA's and POLB's respective Shortfall Advance, if any, for such following year. In the event such increase is included in the entity's Shortfall Advance for such subsequent year, then the amount of such entity's Unpaid Shortfall for the prior year shall be reduced by the amount of such increase. Fifteenth

If any portion or tranche of the ACTA Financing is subordinated as permitted by the Operating Agreement, then for the purposes of calculating Shortfall Advances only, the Annual Amount shall be deemed to include such subordinated portion or tranche and Shortfall Advances shall be applied thereto in the order of priority set forth above for Shortfall Advances.

The obligation of POLA and POLB to make Shortfall Advances shall continue even though Use Fees may be abated as the result of a complete blockage of all through tracks comprising the Rail Corridor for more than five consecutive days. The proceeds of any business interruption insurance with respect to such an abatement of Use Fees (and, if applicable, Container Charges) that are applied to the Required Annual Payment shall be taken into account in determining the amount of Shortfall Advances due.

Reserve Account

The Authority established a separate revolving fund/account fund to be held in trust by the trustee known as the Reserve Account (the "Reserve Account"), which shall be used by the Authority to pay when due the following: (i) annual maintenance and capital improvements and replacements of the Non-Rail Components, together with capital replacement of any rail bridge over the Rail Corridor (but only if (A) one of the Railroads actually is using the rail bridge at the time the capital replacement is needed, and (B) a third party, at its cost, is not providing the maintenance and/or capital improvement or replacement of such rail bridge) (collectively, "Non-Rail Maintenance and Capital Improvement Charges"); (ii) Capital Expenses; (iii) costs or fees charged by the financial institution or firm at which the Reserve Account is established for maintaining the Reserve Account and investing any funds therein; and (iv) if approved by Owner and Railroads through Mutual Agreement (or if both Railroads are in default under the Operating Agreement, then the Authority) to pay M&O Charges if and only to the extent such charges have not been paid by the Railroads and sufficient funds are not otherwise available therefor.

If the Reserve Account has insufficient funds to cover Capital Expenses and/or Non-Rail Maintenance and Capital Improvement Charges, then each Railroad shall pay its Pro Rata Portion on a gross ton mile basis of such Capital Expenses and/or Non-Rail Maintenance and Capital Improvement Charges.

Subject to the limits described in the following paragraph, the Reserve Account shall be funded over time from the Use Fee and Container Charge revenues remaining each year in accordance with the Flow of Funds until the Reserve Account reaches (or is restored to) the then-current target amount for the Reserve Account ("Reserve Account Target"). Once the Reserve Account Target has been met, Use Fee and Container Charge revenues shall be added to the Reserve Account only to the extent necessary to restore the balance therein to the then-current Reserve Account Target.

Until all amounts (including interest, if any) outstanding with respect to the Federal Loan, the ACTA Financing, Port Advances, the Property Assembly Reimbursement and the Benefit Amount have been paid in full, (i) no more than \$10 million of Use Fees and Container Charges generated each year may be deposited in the Reserve Account, and (ii) the Reserve Account Target shall not exceed \$90 million (except that these two restrictions shall not apply to deposits in the Reserve Account from the Property Assembly Reimbursement, or to income or interest earned on the Reserve Account). Furthermore, to the extent any amounts are withdrawn from the Reserve Account to pay M&O Charges, such amounts shall be replenished solely from payments of the Monthly Amount made by the Railroads and not from Use Fee and Container Charges.

In certain circumstances specified in the Operating Agreement, POLA and POLB may be required to contribute funds to the Reserve Account to ensure that at least \$6 million (\$3 million from each Port) is deposited in the Reserve Account during certain periods.

Starting April 2017, and every five years thereafter, Owner and Railroads, through Mutual Agreement, shall adjust the Reserve Account Target for the upcoming five-year period so that it will be equal to one-fifth of all costs potentially covered by the Reserve Account (including M&O Charges) that are projected to be incurred during the

upcoming five year period, taking into account all relevant factors. In no event will the Reserve Account Target be reduced below \$15 million.

Amounts placed in the Reserve Account shall be invested in accounts or investments selected by the Authority in accordance with the Authority's Investment Policy. Any income or interest earned on amounts in the Reserve Account shall be added to the Reserve Account (even if the addition of such amounts would result in the amount in the Reserve Account to exceed the then-current Reserve Account Target) and shall be available for application to the purposes specified above for the Reserve Account.

Defaults and Remedies

Defaults

Any of the following events shall be deemed a default by a Railroad under the Operating Agreement: (i) failure to pay any sums payable under the Operating Agreement (including M&O Charges, Capital Expenses, Use Fees or Container Charges) within 15 days after receipt of notice of such failure; or (ii) failure to perform any other obligation under the Operating Agreement or under any rule, regulation or procedure adopted pursuant to the Original Agreement or the Operating Agreement within 45 days after receipt of written notice by Owner or by the Authority, provided that if such Railroad commences to cure such failure but such failure cannot be cured within such 45-day period despite diligent pursuit of such cure, such Railroad shall be entitled to an extension of 45 days to cure such default if such Railroad continues to diligently pursue such cure.

Any of the following events shall be deemed a default by Owner under the Operating Agreement: (i) failure to pay any sums payable under the Operating Agreement (including Shortfall Advances) within 15 days after receipt of notice of such failure; or (ii) failure to perform any other obligation under the Operating Agreement or under any rule, regulation or procedure adopted pursuant to the Original Agreement or the Operating Agreement within 45 days after receipt of written notice by the Authority or by any Railroad, provided that if Owner commences to cure such failure but such failure cannot be cured within such 45-day period despite diligent pursuit of such cure, Owner shall be entitled to an extension of 45 days to cure such default if Owner continues to diligently pursue such cure.

The failure by the Authority to perform any of its obligations under the Operating Agreement within 45 days after receipt of written notice by any Railroad or by Owner shall be deemed a default under the Operating Agreement by the Authority, provided that if the Authority commences to cure such failure but such failure cannot be cured within such 45-day period despite diligent pursuit of such cure, the Authority shall be entitled to an extension of the period of time necessary to cure such failure if the Authority continues to diligently pursue such cure.

Remedies

In the event of a default or breach of any of the terms of the Operating Agreement, the non-defaulting party(ies) shall have all remedies available at law or in equity, including actual damages and/or specific performance. Any party to the Operating Agreement may bring an action against a defaulting party to recover damages suffered as a result of the default. However, only the Authority may bring an action to recover Use Fees, Container Charges, Shortfall Advances, M&O Charges, or other sums required to be paid to the Authority under the terms of the Operating Agreement. In addition, any payment that is not made when due under the Operating Agreement shall bear interest at the Overdue Rate until such payment is made.

After the occurrence of a material default or breach of the terms of the Operating Agreement by a Railroad and the failure of such Railroad to cure such material default or breach within the applicable cure period, Owner and the Authority (in addition to any other remedies they may have) each shall have the right either to terminate such Railroad's rights under the Operating Agreement to operate on the Rail Corridor and Port-Owned Tracks, or require such Railroad to transfer all of its rights under the Operating Agreement to another Railroad on terms and conditions acceptable to Owner and the Authority but which do not discriminate against any other Railroad. However, to the extent required under applicable law, such termination or transfer shall not take effect until it has been approved by any judicial or regulatory body with jurisdiction over such matters. In addition, if the amounts and obligations listed in the definition of Flow of Funds have not been paid in full, then Owner and the Authority may only exercise such transfer right and may not terminate the Operating Agreement.

In the event of a claim or dispute arising out of the Operating Agreement, as amended, or the Settlement Agreement, the disputing parties shall make good faith efforts to resolve the dispute through negotiation for a period of 30 days after receipt of written notice of the claim or dispute, which notice shall reference certain provisions of the Operating Agreement. After expiration of such 30 day period for negotiation, any disputing party may request non-

binding mediation regarding such claim or dispute. In the event a claim or dispute submitted to mediation is not resolved by mediation, any subsequent lawsuit based upon such claim or dispute shall be initiated in Superior Court in the County of Los Angeles.

Assignment

Except as expressly permitted by the Operating Agreement, no party may assign its rights or delegate its duties under the Operating Agreement without the written consent of the other parties. The Operating Agreement expressly permits the following assignments: (a) The Authority may assign its rights and remedies under the Operating Agreement to a third party trustee or other fiduciary in connection with the ACT A Financing; (b) A Railroad may transfer all of its rights under the Operating Agreement to another Railroad if required by Owner or the Authority after a material breach or default by the transferring Railroad; (c) Owner may assign its rights (without any modification thereof) under the Operating Agreement to the Authority or another joint powers authority or government or public entity in which POLA and POLB are members (which entity must agree in writing to perform all of the obligations of Owner under the Operating Agreement); (d) POLA and POLB may transfer, lease or grant a license, permit or other rights in or to the Rail Corridor property to the Authority or another entity without assigning their rights under the Operating Agreement, (e) Owner may assign any of its obligations (without any modification thereof) under the Operating Agreement to an entity reasonably acceptable to the Railroads (which entity must agree in writing to perform all of the obligations of Owner under the Operating Agreement); (f) Owner may permit other Class I railroads, or financially responsible and experienced regional railroads, to use the Rail Corridor, provided that such use shall be on all of the terms and conditions of the Operating Agreement; (g) Any Railroad may assign all (but not less than all) of its rights under the Operating Agreement to another Railroad or to any other Class I railroad or a financially responsible and experienced regional railroad, without Owner's consent, provided that such other Railroad or railroad assumes all of the assigning Railroad's obligations under the Operating Agreement; (h) Any Railroad may assign all (but not less than all) of its rights under the Operating Agreement to its successor entity pursuant to a merger or reorganization, without Owner's consent, provided that the successor entity assumes all of the obligations of that Railroad under the Operating Agreement; and (i) Owner may, subject to the terms of the Port Rail Agreements, grant to a third party such trackage rights or operating easements over the Rail Corridor and the Port-Owned Tracks as may be necessary to gather, distribute and switch rail cars within the Port areas (as such Port areas are shown on Page 4 of the Map) and to and from the "Manuel Sidings," provided that such third party shall be subject to all of the terms and conditions of the Operating Agreement.

APPENDIX F

DTC BOOK-ENTRY SYSTEM AND GLOBAL CLEARANCE PROCEDURES

This Appendix F describes how ownership of the Series 2023A Bonds is to be transferred and how the principal of and interest on the Series 2023A Bonds are to be paid to and credited by Depository Trust Company (“DTC”), while the Series 2023A Bonds are registered in its nominee's name. DTC will act as the initial securities depository for the Series 2023A Bonds.

The information set forth below is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC currently in effect and the Authority expressly disclaims any responsibility to update this Official Statement to reflect any such changes. The information herein concerning DTC has been obtained from sources that the Authority believes to be reliable, but neither the Authority nor the Underwriters take any responsibility for the accuracy or completeness of the information set forth herein. Investors wishing to use the facilities of any of DTC are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. The Authority and the Underwriters will not have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Series 2023A Bonds held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

The Authority cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Series 2023A Bonds, or redemption or other notices, to participants of DTC (“Participants”) (2) Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Series 2023A Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC or the other Clearing Systems will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants (hereinafter defined) are on file with DTC.

DTC Book-Entry Only System

Clearing Systems

DTC will act initially as Securities Depository for the Series 2023A Bonds. The Series 2023A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Series 2023A Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest Securities Depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company of DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that

clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. Nothing contained on such website is incorporated herein.

Purchases of the Series 2023A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2023A Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2023A Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction.

Transfers of beneficial ownership interests in the Series 2023A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their beneficial ownership interests in Series 2023A Bonds, except in the event that use of the book-entry system for the Series 2023A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2023A Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2023A Bonds with DTC and their registration in the name of Cede & Co., or such other DTC nominee, does not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2023A Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Series 2023A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2023A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2023A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2023A Bond documents. For example, Beneficial Owners of Series 2023A Bonds may wish to ascertain that the nominee holding the Series 2023A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. [If less than all of the Series 2023A Bonds within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed, unless other arrangements are made between the Authority and DTC.]

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2023A Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Series 2023A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Series 2023A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, the Trustee, or the Authority, subject to any statutory or

regulatory requirements as may be in effect from time to time. Payment of principal, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2023A Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor Securities Depository is not obtained, Series 2023A Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor Securities Depository). In that event, Series 2023A Bonds will be printed and delivered in accordance with the Trust Indenture.

SO LONG AS CEDE & CO. IS THE REGISTERED HOLDER OF THE SERIES 2023A BONDS, AS NOMINEE OF DTC, REFERENCES IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES THERETO, TO THE REGISTERED HOLDERS OF THE SERIES 2023A BONDS OR BONDHOLDERS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2023A BONDS.

In reading this Official Statement it should be understood that while the Series 2023A Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Series 2023A Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Trust Indenture will be given only to DTC.

APPENDIX G

PROPOSED FORMS OF BOND COUNSEL AND SPECIAL TAX COUNSEL OPINIONS

APPENDIX H
FORM OF THE CONTINUING DISCLOSURE CERTIFICATE

APPENDIX I
ACCRETED VALUE TABLES

EXHIBIT F

[FORM OF ESCROW AGREEMENT]

[to be attached]

**FORM OF
ESCROW AGREEMENT**

by and between

**ALAMEDA CORRIDOR TRANSPORTATION
AUTHORITY**

and

U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION,
as Escrow Agent and as Trustee of the Defeased Bonds

Dated as of [] [], 2022

Relating to

Alameda Corridor Transportation Authority
[Taxable/Tax-Exempt] Senior Lien Revenue [Refunding] Bonds, Series [1999C/2013A]

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of [], [2022]/[2023] (this “Escrow Agreement”), between the **ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY** (the “Authority”) and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as escrow agent (the “Escrow Agent”) and as trustee (the “Defeased Bonds Trustee”) with respect to the Defeased Bonds (as defined below). Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Indenture (as defined below).

WITNESSETH:

WHEREAS, the Authority has previously issued [\$497,453,395.70 aggregate principal amount and Initial Amount of its Taxable Senior Lien Revenue Bonds, Series 1999C (the “Series 1999C Bonds”)]/[\$248,235,000.00 aggregate principal amount of its Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2013A (the “Series 2013A Bonds”)], pursuant to that certain Master Trust Indenture dated as of January 1, 1999, as amended and supplemented (the “Master Indenture”), including as amended and supplemented by the [Third]/[Ninth] Supplemental Trust Indenture dated as of [January 1, 1999]/[February 1, 2013] (the “[Third]/[Ninth] Supplemental Indenture”), each by and between the Authority and the Defeased Bonds Trustee; and

WHEREAS, the Master Indenture provides that the Authority may issue refunding bonds from time to time for the purpose of providing funds to pay all or a portion of its outstanding Bonds; and

WHEREAS, the Authority intends to issue its [Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A]/ [Taxable Senior Lien Revenue Refunding Bonds, Series 2022B]/ [Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A] (the “Series [2022]/[2023] Bonds”) for the purpose of defeasing certain of the [Series 1999C]/[Series 2013A] Bonds; and

WHEREAS, simultaneously with the execution and delivery of this Escrow Agreement, the Authority desires to defease [\$109,420,000] in aggregate principal amount of Series 1999C Bonds maturing on October 1, 2029, representing sinking fund payments due October 1 of the years 2023 through 2025 on such Series 1999C Bonds and [\$6,993,263.55] in aggregate principal amount Series 1999C Bonds maturing on October 1, 2022)/[\$19,990,000 in aggregate principal amount of the Series 2013A Bonds maturing on October 1, 2022)/[\$21,335,000 in aggregate principal amount of the Series 2013A Bonds maturing on October 1, 2023], as further described on Exhibit B attached hereto, and to arrange for the payment thereof [at maturity]/[on the applicable maturity date or sinking fund redemption date, as applicable] (the “Defeased Bonds”); and

WHEREAS, in order to provide the moneys needed for the defeasance of such Defeased Bonds on the date hereof, the Authority shall deposit a portion of the proceeds from the sale of the Series [2022]/[2023] Bonds in the Escrow Fund created hereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Creation of Escrow Fund. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated “Alameda Corridor Transportation Authority [Series 1999C]/[2022 Series 2013A]/[2023 Series 2013A] Bonds Defeasance Escrow Fund” (herein referred to as the “Escrow Fund”) to be held in the custody of the Escrow Agent in trust under this Escrow Agreement for the exclusive benefit of the owners of the Defeased Bonds and, except to the extent of any excess which is to be applied as provided in Sections 5 and 8 hereof, the Authority shall have no interest in or rights to the funds or investments held in the Escrow Fund.

Section 2. Deposit to the Escrow Fund. Concurrently with the execution and delivery of this Escrow Agreement, the Authority has irrevocably deposited with the Escrow Agent the sum of \$[●] in immediately available funds derived from the sale of the Series [2022]/[2023] Bonds. Upon receipt thereof, the Escrow Agent shall credit such amount to the Escrow Fund and such amount shall be held, invested and applied by the Escrow Agent as provided in this Escrow Agreement. The Authority hereby directs the Escrow Agent to, and the Escrow Agent shall use the money on deposit in the Escrow Fund to, purchase the noncallable Government Obligations in the amount of \$[●] (which includes accrued interest in the amount of \$[●]) as set forth on Exhibit A hereto on the date hereof. In the event such noncallable Government Obligations are not available for purchase on the date hereof, then the Escrow Agent shall invest such money as instructed by the Authority on advice of tax counsel. The Trustee shall retain the remaining moneys (\$[●]) in the Escrow Fund in cash.

Section 3. Investment of Escrow Funds.

(a) The Escrow Agent hereby acknowledges receipt of the moneys described in Section 2 hereof. The Escrow Agent shall purchase the Government Obligations as provided in Section 2 above and will hold such Government Obligations and the cash, if any, and any earnings received thereon in the Escrow Fund created under this Escrow Agreement and disburse and apply such amounts as provided herein. Subject to the provisions of Section 3(c) below, the Escrow Agent shall collect amounts due and shall sell or otherwise liquidate investments in the Escrow Fund as needed to make the payments and transfers required by this Escrow Agreement, but otherwise shall have no power or duty to sell, transfer, request the redemption of or otherwise dispose of the Government Obligations.

(b) The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority will not receive such confirmations to the extent permitted by law. The Escrow Agent will furnish the Authority periodic cash transaction statements which include details of all investment transactions made by the Escrow Agent hereunder.

(c) Notwithstanding the foregoing, upon the written direction of the Authority, and upon delivery to the Escrow Agent of an opinion of Bond Counsel to the effect that such action is permitted under the Master Indenture and the [Third]/[Ninth] Supplemental Indenture, an approving opinion of tax counsel stating that such action will not adversely affect the tax exempt status of the interest on the bonds, and a verification

report stating that any substituted Government Obligations, together with any earnings thereon and uninvested cash, will be sufficient to pay, when due, the principal, redemption price, and interest due and payable on the Defeased Bonds through and including the Redemption Date, the Escrow Agent shall sell, transfer, request the redemption or otherwise dispose of some or all of the Government Obligations in the Escrow Fund and substitute therefor other Government Obligations; provided, however, that any such substitution must be structured in such a manner that the Government Obligations held to the credit of the Escrow Fund, together with the interest earnings thereon and uninvested cash in the Escrow Fund, shall provide sufficient moneys to pay when due the principal of and accrued but unpaid interest due and payable on the Defeased Bonds.

Section 4. Creation of Lien on Escrow Fund. The deposit of the moneys and Government Obligations in the Escrow Fund shall constitute an irrevocable deposit in trust for the benefit of the holders of the Defeased Bonds. The holders of the Defeased Bonds are hereby granted an express lien on the Escrow Fund and all moneys and investments from time to time held therein for the payment of amounts described in Section 5 below.

Section 5. Payment of Defeased Bonds and Satisfaction of Certain Other Debt Service Related Obligations; Notices; Replacement Bonds.

(a) [Paragraph applicable to escrow for 1999C Bonds only] [From time to time, the Escrow Agent shall withdraw sufficient moneys from the Escrow Fund to timely pay, and the Defeased Bonds Trustee shall timely pay, the accrued interest on the Defeased Bonds as the same shall become due and payable in accordance with the provisions of the Master Indenture, as supplemented by the Third Supplemental Indenture, excluding: (i) on October 1, 2022, interest due on the Defeased Bonds maturing on October 1, 2022 (which interest is payable pursuant to Section 5(b) below), and (ii) interest due on Defeased Bonds being redeemed on each sinking fund redemption date (which interest is payable pursuant to Section [5(c)] below).]

(b) [Paragraph applicable to escrow for 1999C Bonds only] [On October 1, 2022, the Escrow Agent shall withdraw \$[●] from the Escrow Fund and use such amount in its capacity as Defeased Bonds Trustee to pay the final compounded amount of the Defeased Bonds maturing on such date, as set forth on Exhibit B attached hereto.]

(c) [Paragraph applicable to escrow for 1999C Bonds only] On each of October 1, 2023, October 1, 2024, and October 1, 2025, the Escrow Agent shall withdraw funds in sufficient amounts from the Escrow Fund and use such amounts in its capacity as Defeased Bonds Trustee to pay the sinking fund redemption price of the Series 1999C Bonds subject to sinking fund redemption on such date, plus accrued but unpaid interest thereon, as set forth on Exhibit B attached hereto.]

(d) [Paragraph applicable to escrow for 2013A Bonds maturing October 1, 2022 only] [On October 1, 2022, the Escrow Agent shall withdraw \$[●] from the Escrow Fund and use such amount in its capacity as Defeased Bonds Trustee to pay the principal

amount of the Defeased Bonds maturing on such date, plus accrued but unpaid interest thereon, as set forth on Exhibit B attached hereto.]

(e) [Paragraph applicable to escrow for 2013A Bonds maturing October 1, 2023 only] [On October 1, 2023, the Escrow Agent shall withdraw \$[●] from the Escrow Fund and use such amount in its capacity as Defeased Bonds Trustee to pay the principal amount of the Defeased Bonds maturing on such date, plus accrued but unpaid interest thereon, as set forth on Exhibit B attached hereto.]

(f) The Escrow Agent and Defeased Bonds Trustee shall promptly, but in no event later than October 15, [2022]/[2023]/[2025], provide the Authority with a certificate, in the form attached hereto as Exhibit C, confirming completion of the transactions described in this Section 5 and transfer all funds remaining in the Escrow Fund, except any unclaimed moneys being held to pay Defeased Bonds (“Unclaimed Moneys”), to the Authority.

(g) The Escrow Agent shall retain all Unclaimed Moneys, together with interest thereon, in the Escrow Fund and shall invest such Unclaimed Moneys as permitted in the Master Indenture and directed by an Authorized Authority Representative (as defined in the Indenture). The Escrow Agent shall transfer any Unclaimed Moneys held by it in the Escrow Fund, together with all investment earnings thereon, to the Authority on October 1, [2023]/[2024]/[2026], and thereafter the holders of the Defeased Bonds shall look only to the Authority for payment, and neither the Defeased Bonds Trustee nor the Escrow Agent shall have any responsibility with respect to any of such moneys. The Escrow Agent shall provide a monthly statement to the Authority, to the attention of the Chief Financial Officer, on the 10th day of each month, commencing in October [2022]/[2023]/[2025], setting forth the amounts of any Unclaimed Moneys on deposit in such Escrow Fund, including the interest earnings thereon.

(h) The Authority hereby irrevocably instructs the Escrow Agent to mail as soon as practicable that certain Notice of Defeasance to the owners of the Defeased Bonds and to [●], as insurer of the Defeased Bonds, substantially in the form of Exhibit D.

(i) [Paragraph applicable to escrow for 1999C Bonds only] The Authority hereby instructs the Defeased Bonds Trustee to authenticate and deliver, upon presentation and surrender by the registered owner of the Series 1999C Bond numbered [●] (the “Original 2029 Series 1999C Bond”), the Series 1999C Bonds numbered [●] and [●] provided by the Authority to such registered owner in exchange for the Original 2029 Series 1999C Bond. Such new bonds shall represent, respectively, the undefeased portion of such Original 2029 Series 1999C Bond and the portion of the Original 2029 Series 1999C Bond to be defeased. The Authority further instructs the Defeased Bonds Trustee to cancel the Original 2029 Series 1999C Bond upon its exchange for the new bonds.

Section 6. Liability of Escrow Agent.

(a) The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to this Escrow Agreement in compliance with the provisions hereof. The Escrow Agent shall have no lien whatsoever on the Escrow Fund or moneys on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

(b) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of any moneys deposited into the Escrow Fund or Government Obligations purchased at the direction of the Authority to pay the principal or redemption price of, as applicable, and interest on the Defeased Bonds.

(c) No provision of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds.

(d) The Escrow Agent may consult with Bond Counsel or special tax counsel to the Authority or with such other counsel of its own choice subject to reasonable approval by the Authority and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(e) Whenever in the administration of this Escrow Agreement the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate of an Authorized Authority Representative, and such certificate shall, in the absence of negligence or misconduct on the part of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of this Escrow Agreement upon the faith thereof. Except with respect to any future reinvestment as may be directed by the Authority as set forth in Section 5 herein, the Escrow Agent hereby represents that, as of the date hereof, it does not need any further certificate or direction from any other party in order to carry out the terms of this Escrow Agreement.

(f) The Escrow Agent may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided, or caused to be provided by the Authority, and shall be protected and indemnified as set forth in Section 11 herein, in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Agent signed or presented by an Authorized Authority Representative, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

Section 7. Successor Escrow Agent. Any corporation into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation resulting

from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Agent shall be a party, shall be the successor Escrow Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 8. Excess Moneys and Termination. This Escrow Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. The Authority hereby directs the Escrow Agent to, and the Escrow Agent shall, promptly transfer to the Authority, no later than October 1, [2023]/[2024]/[2026], any moneys (including Unclaimed Moneys being held to pay Defeased Bonds as provided in Section [5(e)] hereof) remaining in the Escrow Fund, after making the payments required by Section 5 hereof.

Section 9. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Authority, the Escrow Agent or the Defeased Bonds Trustee to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 10. Successors and Assigns. All of the covenants and agreements in this Escrow Agreement contained by or on behalf of the Authority, the Escrow Agent or the Defeased Bonds Trustee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 11. Compensation and Indemnity of Escrow Agent. For acting under this Escrow Agreement, the Escrow Agent shall be entitled to payment of its usual and customary fees for its services, including, without limitation, reasonable compensation for all services rendered in the execution, exercise and performance of any of the duties of the Escrow Agent to be exercised or performed pursuant to the provisions of this Escrow Agreement, and all reasonable expenses, disbursements and advances incurred in accordance with any provisions of this Escrow Agreement (including the reasonable compensation and expenses and disbursements of independent counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder and out-of-pocket expenses including, but not limited to, postage, insurance, wires, stationary, costs of printing forms and letters and publication of notices of redemption); however, such amount shall never be payable from or become a lien upon the Escrow Fund, which funds shall be subject to liens and held solely for the purposes set forth in Sections 4 and 5, respectively, of this Escrow Agreement. To the extent permitted by law, the Authority agrees to indemnify and hold the Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all costs, expenses (including reasonable attorneys' fees of counsel reasonably acceptable to the Authority), losses and damages suffered by it as a result thereof, including the costs and expenses of defending against any such claims, suits or actions, where and to the extent such claim, suit or action arises out of the performance by the Escrow Agent of its duties under this Escrow Agreement. Indemnification of the costs, expenses, losses or damages of the Escrow Agent resulting and determined pursuant to a settlement shall only be payable by the Authority if such settlement was approved by the Authority. Such indemnification shall not extend to claims,

suits and actions brought against the Escrow Agent which result in a judgment being entered, settlement being reached or other disposition made based upon the Escrow Agent's negligence or misconduct. The indemnification provided for in this Escrow Agreement shall never be payable from or become a lien upon the Escrow Fund, which funds shall be subject to the lien created by Section 4 hereof and held solely for the purposes set forth in Section 5 of this Escrow Agreement. The obligations of the Authority under this Section 11 shall remain in effect and continue notwithstanding the termination of this Escrow Agreement.

Section 12. Third-Party Beneficiaries and Amendments. The owners of the Defeased Bonds and [●], as insurer of the Defeased Bonds, are hereby recognized as third-party beneficiaries of this Escrow Agreement to the extent of their interests in the Escrow Fund as set forth in Sections 4 and 5 hereof.

Section 13. Replacement and Resignation of Escrow Agent. The Authority may remove the Escrow Agent by notice in writing delivered to the Escrow Agent ninety (90) days prior to the proposed removal date. The Escrow Agent may resign by notifying the Authority in writing at least ninety (90) days prior to the proposed effective date of the resignation. Additionally, [●], as insurer of the Defeased Bonds shall be furnished with written notice of any resignation or removal of the Escrow Agent and the appointment of any successor thereto. No removal or resignation of the Escrow Agent under this Section 13 shall be effective until a new escrow agent, approved by the Authority, has taken office and delivered a written acceptance of its appointment to the retiring Escrow Agent and to the Authority. Immediately thereafter, the retiring Escrow Agent shall transfer all property held by it as Escrow Agent to the successor Escrow Agent, the removal or resignation of the Escrow Agent shall then (but only then) become effective and the successor Escrow Agent shall have all the rights, powers and duties of the Escrow Agent under this Escrow Agreement. If the Escrow Agent is removed or resigns or for any reason is unable or unwilling to perform its duties under this Escrow Agreement, the Authority shall promptly appoint a successor Escrow Agent. If a successor Escrow Agent has not been appointed and has not accepted such appointment by the end of the ninety (90)-day period, the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent, and the costs, expenses and reasonable attorneys' fees incurred in connection with such a proceeding shall be paid by the Authority.

Section 14. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 15. Governing Law. This Escrow Agreement shall be governed by the applicable laws of the State of California.

Section 16. Headings. Any headings preceding the text of the several Sections hereof, and any table of content appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Escrow Agreement, nor shall they affect its meaning, construction or effect.

Section 17. Venue; Consent to Jurisdiction and Service of Process. ALL JUDICIAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS ESCROW

AGREEMENT OR ANY OTHER RELATED DOCUMENT, OR ANY OBLIGATIONS THEREUNDER, MAY ONLY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES. BY EXECUTING AND DELIVERING THIS ESCROW AGREEMENT, THE ESCROW AGENT, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY

(a) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS;

(b) WAIVES ANY DEFENSE OF *FORUM NON CONVENIENS*;

(c) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, 633 WEST FIFTH STREET, 24TH FLOOR, LOS ANGELES, CA 90071, ATTENTION: GLOBAL CORPORATE TRUST SERVICES, OR SUCH OTHER ADDRESS AS PROVIDED IN WRITING TO THE AUTHORITY;

(d) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (c) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE ESCROW AGENT IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT;

(e) AGREES THAT THE AUTHORITY RETAINS THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST THE ESCROW AGENT IN THE COURTS OF ANY OTHER JURISDICTION; AND

(f) AGREES THAT THE PROVISIONS OF THIS SECTION 17 RELATING TO JURISDICTION AND VENUE SHALL BE BINDING AND ENFORCEABLE TO THE FULLEST EXTENT PERMISSIBLE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 410.40 OR OTHERWISE.

[Signature On Next Page]

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

By _____
Authorized Authority Representative

Attest:

By: _____
Secretary of the
Authority Governing Board

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as
Escrow Agent and as Defeased Bonds
Trustee

By _____
Name _____
Title _____

EXHIBIT A

ESCROW SECURITIES
NONCALLABLE GOVERNMENT OBLIGATIONS

<u>Type of Security</u>	<u>Maturity Date</u>	<u>Par Amount (\$)</u>	<u>Interest Rate (%)</u>	<u>Price (%)</u>	<u>Cost(\$)</u>
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EXHIBIT B

DEFEASED BONDS

**[Alameda Corridor Transportation Authority]
[Taxable Senior Lien Revenue Bonds]
[Series 1999C]**

Maturity Date October 1	Principal /Final Compounded Amount	Yield to Maturity/Interest Rate	Redemption Price	Original CUSIP # 010869	Defeased New CUSIP# 010869
2022	\$33,145,000 ⁽¹⁾	6.69% ⁽²⁾	N/A		
2029	109,420,000 ⁽³⁾	6.60% ⁽⁴⁾	100%		

⁽¹⁾ Final compounded amount of Capital Appreciation Bonds being defeased; original principal amount was \$6,993,263.55.

⁽²⁾ Yield to maturity of Capital Appreciation Bonds being defeased.

⁽³⁾ Principal amount of Current Interest Bonds being defeased.

⁽⁴⁾ Interest rate of Current Interest Bonds being defeased.

**[Alameda Corridor Transportation Authority]
[Tax-Exempt Subordinate Lien Revenue Refunding Bonds]
[Series 2013A Current Interest Bonds]**

<u>Maturity Date (October 1)</u>	<u>Interest Rate</u>	<u>Principal</u>	<u>Redemption Price</u>	<u>CUSIP # 010869</u>
2022	5.00%	\$19,990,000	N/A	

**[Alameda Corridor Transportation Authority]
[Tax-Exempt Subordinate Lien Revenue Refunding Bonds]
[Series 2013A Current Interest Bonds]**

<u>Maturity Date (October 1)</u>	<u>Interest Rate</u>	<u>Principal</u>	<u>Redemption Price</u>	<u>CUSIP # 010869</u>
2023	5.00%	\$21,335,000	N/A	

EXHIBIT C

**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
[TAX-EXEMPT]/[TAXABLE] SENIOR LIEN REVENUE [REFUNDING] BONDS
SERIES [1999C]/[2013A] BONDS**

**CERTIFICATE OF THE ESCROW AGENT
AND DEFEASED BONDS TRUSTEE
CONFIRMING PAYMENT OF DEFEASED BONDS**

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

- - as escrow agent (the “Escrow Agent”) under that certain Escrow Agreement, dated as of [], [2022]/[2023], by and between the Alameda Corridor Transportation Authority (the “Authority”) and the Escrow Agent (the “Escrow Agreement”); and
- - as trustee (the “Defeased Bonds Trustee”) with respect to the above captioned bonds (the “Defeased Bonds”),

HEREBY CERTIFIES AS FOLLOWS:

Capitalized terms used herein and not defined shall have the meanings ascribed thereto in the Escrow Agreement.

1. [Paragraph applicable to escrow for 1999C Bonds only] [From time to time, the Escrow Agent withdrew moneys from the Escrow Fund established under the Escrow Agreement and used such amounts in its capacity as Defeased Bonds Trustee to timely pay the accrued interest on the Defeased Bonds as the same became due and payable in accordance with the provisions of the Master Indenture dated as of January 1, 1999, as amended and supplemented (the “Master Indenture”), including as amended and supplemented by the Third Supplemental Trust Indenture dated as of January 1, 1999, each by and between the Authority and the Defeased Bonds Trustee, excluding (i) on October 1, 2022, interest due on Defeased Bonds maturing on October 1, 2022 (which interest is payable pursuant to paragraph (2) below), and (ii) interest due on the Defeased Bonds being redeemed on each sinking fund redemption date (which interest was paid pursuant to paragraph (3) below).]
2. [Paragraph applicable to escrow for 1999C Bonds only] [On October 1, 2022, the Escrow Agent withdrew the sum of \$[●] from the Escrow Fund and used such amount in its capacity as Defeased Bonds Trustee to pay the final compounded amount of the Defeased Bonds maturing on such date.]

3. [Paragraph applicable to escrow for 1999C Bonds only] [On each of October 1, 2023, October 1, 2024, and October 1, 2025, the Escrow Agent withdrew the sum of [●] from the Escrow Fund established under the Escrow Agreement and used such amounts in its capacity as Defeased Bonds Trustee to pay the sinking fund redemption price of the Defeased Bonds subject to sinking fund redemption on such date, plus accrued but unpaid interest thereon, as described in the Escrow Agreement.]
4. [Paragraph applicable to escrow for 2013A Bonds maturing October 1, 2022 only] [On October 1, 2022, the Escrow Agent withdrew the sum of [●] from the Escrow Fund established under the Escrow Agreement and used such amounts in its capacity as Defeased Bonds Trustee to pay the principal amount of the Defeased Bonds maturing on such date, plus accrued but unpaid interest thereon, as described in the Escrow Agreement.]
5. [Paragraph applicable to escrow for 2013A Bonds maturing October 1, 2023 only] [On October 1, 2023, the Escrow Agent withdrew the sum of [●] from the Escrow Fund established under the Escrow Agreement and used such amounts in its capacity as Defeased Bonds Trustee to pay the principal amount of the Defeased Bonds maturing on such date, plus accrued but unpaid interest thereon, as described in the Escrow Agreement.]
6. [On the date hereof the Escrow Agent transferred \$[●] to the Authority, in immediately available funds, said amount being all the moneys remaining in the Escrow Fund].
7. [The Escrow Agent further certifies that there are no Unclaimed Moneys in the Escrow Fund and hence this is the final accounting with regard to Unclaimed Moneys.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of the Escrow Agent and Defeased Bonds Trustee this ____ day of October, [2022]/[2023]/[2025].

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Escrow
Agent and as Defeased Bonds Trustee

By: _____
Authorized Officer

EXHIBIT D

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY [TAX-EXEMPT]/[TAXABLE] SENIOR LIEN REVENUE [REFUNDING] BONDS SERIES [1999C]/[2013A] BONDS

NOTICE OF DEFEASANCE

NOTICE IS HEREBY GIVEN to the owners of the herein referenced bonds (the “Bonds”) that the Alameda Corridor Transportation Authority (the “Authority”) has irrevocably deposited with U.S. Bank Trust Company, National Association, as escrow agent and as trustee for said Bonds (the “Trustee”), cash, bonds or other obligations which satisfy the criteria of Article V of the Master Trust Indenture dated as of January 1, 1999, as amended and supplemented (the “Master Indenture”), including as amended and supplemented by the [Third]/[Ninth] Supplemental Trust Indenture dated as of [January 1, 1999]/[February 1, 2013], by and between the Authority and the Trustee, pursuant to which such Bonds were issued.

Such deposit, together with earnings thereon, will provide moneys sufficient to pay [(a) from time to time, the accrued but unpaid interest on certain Series 1999C Bonds, as identified below (the “Defeased Bonds”) as the same shall become due and payable in accordance with the provisions of the Master Indenture, excluding, (i) on October 1, 2022, interest due on the Defeased Bonds maturing on October 1, 2022 (which interest will be paid pursuant to clause (b) below), and (ii) interest due on the Defeased Bonds payable on each sinking fund redemption date (which interest will be paid pursuant to clause (c) below); (b) on October 1, 2022, the final compounded amount of the Defeased Bonds maturing on such date, (c) on October 1, 2023, October 1, 2024, and October 1, 2025, the sinking fund redemption price of the Defeased Bonds subject to sinking fund redemption on such date, plus accrued but unpaid interest thereon]/[On October 1, [2022]/[2023], the principal amount of the Defeased Bonds maturing on such date, plus accrued but unpaid interest thereon]. In accordance with Article V of the Master Indenture, the Defeased Bonds are now deemed to be paid. Accordingly, the Defeased Bonds are no longer secured by or entitled to the benefits of the Master Indenture (except for the foregoing deposit and earnings thereon which are held and invested by the Trustee) and all other obligations of the Authority pledged under the Master Indenture in respect of such Defeased Bonds shall cease, terminate and become void and be completely discharged and satisfied. All payments of interest on and the principal of such Defeased Bonds shall be paid only from moneys on deposit with the Trustee and available as aforesaid.

The Defeased Bonds consist of the [Series 1999C Bonds]/[2013A Bonds] described below. The Defeased Bonds are dated as of [January 1, 1999]/[February 12, 2013] and have the maturities, interest rates (or yields to maturity), principal amounts (or final compounded amounts), redemption prices (where applicable), and CUSIP numbers set forth below.

**[Alameda Corridor Transportation Authority]
[Taxable Senior Lien Revenue Bonds]
[Series 1999C]**

Maturity Date October 1	Principal /Final Compounded Amount	Yield to Maturity/Interest Rate	Original CUSIP # 010869	Defeased New CUSIP# 010869
2022	\$33,145,000 ⁽¹⁾	6.69% ⁽²⁾		N/A
2029	109,420,000 ⁽³⁾	6.60% ⁽⁴⁾		

⁽¹⁾ Final compounded amount of Capital Appreciation Bonds being defeased; original principal amount was \$6,993,263.55.

⁽²⁾ Yield to maturity of Capital Appreciation Bonds being defeased.

⁽³⁾ Principal amount of Current Interest Bonds being defeased.

⁽⁴⁾ Interest rate of Current Interest Bonds being defeased.

Certain of the Series 1999C Bonds with will mature on October 1, 2029 will remain Outstanding (as defined in the Indenture) after the deposit of the moneys described herein (the “Remaining Bonds”). Such Remaining Bonds shall be identified hereafter as follows:

Maturity Date October 1	Principal	Interest Rate	Original CUSIP # 010869	Undefeased New CUSIP# 010869
2029	\$191,060,000	6.60%		

**[Alameda Corridor Transportation Authority]
[Tax-Exempt Subordinate Lien Revenue Refunding Bonds]
[Series 2013A Current Interest Bonds]**

<u>Maturity Date (October 1)</u>	<u>Interest Rate</u>	<u>Principal</u>	<u>Redemption Price</u>	<u>CUSIP # 010869</u>
2022	5.00%	\$19,990,000	100%	

[Alameda Corridor Transportation Authority]
[Tax-Exempt Subordinate Lien Revenue Refunding Bonds]
[Series 2013A Current Interest Bonds]

<u>Maturity</u> <u>Date</u> <u>(October 1)</u>	<u>Interest Rate</u>	<u>Principal</u>	<u>Redemption</u> <u>Price</u>	<u>CUSIP #</u> <u>010869</u>
2023	5.00%	\$21,335,000	100%	

Neither the Authority nor the Trustee shall be held responsible for the use of the CUSIP numbers, nor is any representation made as to their correctness indicated in this Notice of Defeasance. It is included solely for convenience of the Holders.

DATED: May _____, [2022]/[2023]

U.S. BANK TRUST COMPANY,
 NATIONAL ASSOCIATION,
 as Trustee

EXHIBIT G

FORM OF CONTINUING DISCLOSURE CERTIFICATE

[to be attached]

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “**Certificate**”) is executed and delivered, effective _____, 2022, by the Alameda Corridor Transportation Authority (the “**Authority**”); the City of Long Beach, acting by and through its Board of Harbor Commissioners (“**POLB**”); and the City of Los Angeles, acting by and through its Board of Harbor Commissioners (“**POLA**”), in connection with the issuance by the Authority of its Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A (the “**Series 2022A Bonds**”), its Taxable Senior Lien Revenue Refunding Bonds, Series 2022B (the “**Series 2022B Bonds**”), and its Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C (the “**Series 2022C Bonds**”, and together with the Series 2022A Bonds and the Series 2022B Bonds, the “**Bonds**”). The Series 2022A Bonds were issued pursuant to the terms of a Master Trust Indenture dated as of January 1, 1999, by and between the Authority and U.S. Bank Trust Company, National Association (as successor in trust to U.S. Bank National Association), as trustee (the “**Trustee**”), as previously amended and supplemented (the “**Master Indenture**”), and as further amended and supplemented by that certain Twelfth Supplemental Trust Indenture, dated as of August 1, 2022 by and between the Authority and the Trustee (the “**Twelfth Supplemental Trust Indenture**”). The Series 2022B Bonds were issued pursuant to the terms of the Master Trust Indenture, as further amended and supplemented by that certain Thirteenth Supplemental Trust Indenture dated as of August 1, 2022 by and between the Authority and the Trustee (the “**Thirteenth Supplemental Trust Indenture**”). The Series 2022C Bonds were issued pursuant to the terms of the Master Trust Indenture, as further amended and supplemented by that certain Fourteenth Supplemental Trust Indenture dated as of August 1, 2022 by and between the Authority and the Trustee (the “**Fourteenth Supplemental Trust Indenture**”, and together with the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture and the Master Indenture, the “**Indenture**”).

The Authority, POLB and POLA hereby covenant as follows:

SECTION 1. Purpose of the Certificate. This Certificate is being executed and delivered by the Authority, POLB and POLA for the benefit of the Owners and Beneficial Owners (as defined below) of the Bonds and in order to assist the Underwriters (as defined below) in complying with the Rule (as defined below).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture and the Official Statement (as defined below), which apply to any capitalized terms used in this Certificate unless otherwise defined in this Section, the following capitalized terms have the following meanings:

“**1999 Bonds**” means the Authority’s: (i) Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A, (ii) Alameda Corridor Transportation Authority Tax-Exempt Subordinate Lien Revenue Bonds, Series 1999B, (iii) Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C, and (iv) Alameda Corridor Transportation Authority Taxable Subordinate Lien Revenue Bonds, Series 1999D.

“**2004 Bonds**” means the Authority’s: (i) Alameda Corridor Transportation Authority Tax-Exempt Subordinate Lien Revenue Bonds, Series 2004A, and (ii) Alameda Corridor Transportation Authority Taxable Subordinate Lien Revenue Bonds, Series 2004B.

“**Annual Report**” means the annual report filed by the Authority pursuant to, and as described in, Section 3 and 4 of this Certificate.

“**Beneficial Owner**” means any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Commission**” means the Securities and Exchange Commission, or any successor body thereto.

“**Dissemination Agent**” means any person appointed in writing by the Authority to act as the Authority’s agent in complying with the filing requirements of the Rule. As of the date of this Certificate, the Authority has not appointed a Dissemination Agent.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosure (<http://emma.msrb.org>) or any other dissemination agent or conduit required, designated or permitted by the Commission.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Filing Date**” has the meaning given to it in Section 3(a) of this Certificate.

“**Financial Obligation**” means a: (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“**Listed Events**” means any of the events listed in Section 5 of this Certificate.

“**MSRB**” means the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Exchange Act, or any other entity designated or authorized by the Commission to receive reports pursuant to the Rule.

“**Official Statement**” means the final official statement dated July __, 2022, of the Authority relating to the Bonds.

“**Rule**” means Rule 15c2-12(b)(5) adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

“**Underwriters**” means the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds on the effective date of this Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Authority, on behalf of itself and POLB and POLA, must, or must cause the Dissemination Agent to, not later than April 1 (or June 1, with respect to POLB's obligations under this Certificate, on and after the date that the 1999 Bonds and the 2004 Bonds are no longer Outstanding) of each year in which any of the Bonds are outstanding (the "**Filing Date**"), commencing April 1, 2023, with respect to the report for the fiscal year ending in 2022, provide an Annual Report consistent with the requirements of Section 4 of this Certificate. Each Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Certificate; provided that the audited financial statements of the Authority, POLB and POLA may be submitted separately from the balance of such Annual Report and later than the date required above for the filing of such Annual Report if they are not available by that date.

(b) Not later than 15 Business Days prior to the Filing Date, the Authority must provide such Annual Report to the Dissemination Agent (if one has been appointed). If the Authority is unable to file such Annual Report with the MSRB through EMMA by the Filing Date, the Authority must file a notice with the MSRB through EMMA in substantially the form of **Error! Reference source not found.** to this Certificate.

(c) POLB and POLA must each provide to the Authority:

(i) Not later than March 1 (or May 1, with respect to POLB's obligations under this Certificate, on and after the date that the 1999 Bonds and the 2004 Bonds are no longer Outstanding) after the end of each of its respective fiscal years, commencing with the fiscal year ending in 2022, the applicable information described in Section 4(b) and Section 4(c) of this Certificate.

(ii) At any other time any information requested by the Authority with respect to other disclosure obligations.

(iii) Prompt notice of any change in POLB's or POLA's, as applicable, fiscal year.

(iv) Notice of each of the following, as applicable, in sufficient time for the Authority to meet its obligations under Section 5 of this Certificate: (i) any bankruptcy, insolvency, receivership or similar event of POLB or POLA, (ii) the consummation of any merger, consolidation or acquisition involving POLB or POLA, (iii) the sale of all or substantially all of the assets of POLB or POLA other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, and/or (iv) the appointment of a receiver, fiscal agent or similar officer for POLB or POLA in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of POLB or POLA, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court

or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision over substantially all of the assets or business of POLB or POLA.

(v) Prompt notice that the obligation of POLB or POLA, as the case may be, under this Certificate has been assumed in full by some other entity and evidence that such entity is responsible for compliance with this Certificate in the same manner as if it were POLB or POLA, as the case may be.

(d) If the Authority's fiscal year changes or the Authority receives notice from POLB or POLA that POLB's or POLA's fiscal year changed, the Authority will give notice of such change in the same manner as for a Listed Event under Section 5 of this Certificate.

(e) The Dissemination Agent (if one has been appointed) must (i) determine each year prior to the Filing Date and (ii) file a report with the Authority certifying that the Annual Report has been filed with the MSRB through EMMA pursuant to this Certificate, stating the date it was provided.

SECTION 4. Content of Annual Reports. The Annual Reports must contain or include by reference the following:

(a) Information Relating to the Authority.

(i) The audited financial statements of the Authority for the Fiscal Year most recently ended, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Authority's audited financial statements are not available by the Filing Date, the Annual Reports must contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements must be filed in the same manner as the Annual Reports when they become available.

(ii) To the extent not included in the audited financial statements of the Authority, the Annual Report must contain or include by reference (i) for the most recently completed calendar year, as described in the Appendix A to the Official Statement under the heading "THE RAIL CORRIDOR AND RELATED PROJECTS - Maintenance and Operation of the Rail Corridor - M & O Charges," the Monthly Amount (as defined in the Official Statement) and the amount the Railroads (as defined in the Official Statement) paid for insurance premiums, and (ii) information for the most recently completed fiscal year or calendar year, as applicable, in form and substance substantially similar to the information in the following tables set forth in the Official Statement:

(I) Table 1 – "Alameda Corridor Transportation Authority – Outstanding Senior Lien, First Subordinate and Second Subordinate Lien Bonds;"

(II) Table 5 – "Schedule of Use Fees;"

(III) Table 6 – “Use Fees and Container Charges;”

(IV) Table 7 – “Ports of Long Beach and Los Angeles and Authority Container Throughput” (providing only the Authority information for the most recently completed calendar year);

(V) Table 8 – “Alameda Corridor Transportation Authority – Container Charges and Use Fees;”

(VI) Table 9 – “Alameda Corridor Transportation Authority – Container Charge and Use Fee Revenue”

(VII) Table 10 – “Alameda Corridor Transportation Authority – Statements of Revenues, Expenses and Changes in Net Position;”

(VIII) Table 11 – “Historical Authority Revenue Debt Service Coverage.”

(IX) Table 13 – “Historical Dedicated Revenue Debt Service Coverage.”

(b) Information Relating to POLB.

(i) The audited financial statements of POLB for the Fiscal Year most recently ended, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If POLB’s audited financial statements are not available by the Filing Date, the Annual Reports must contain unaudited financial statements in a format similar to the financial statements contained in the final official statement relating to the Bonds, and the audited financial statements must be filed in the same manner as the Annual Reports when they become available.

(ii) To the extent not included in the audited financial statements of POLB, the Annual Report must contain or include by reference (i) the outstanding principal amount of POLB’s Harbor Revenue Bonds and (ii) information for the most recently completed fiscal year, calendar year or twelve month period, as applicable, in form and substance substantially similar to the information in the following tables set forth in the Official Statement :

(I) Table C-1 – “Port of Long Beach - Operating Revenues;”

(II) Table C-2 – “Port of Long Beach - Leading Revenue Producers;”

(III) Table C-3 – “Port of Long Beach - Revenue Tonnage and TEU Summary;”

(IV) Table C-4 – “Port of Long Beach - Revenue Tonnage by Cargo Type;”

(V) Table C-5 – “Port of Long Beach - Container Traffic” (providing only the information for the most recently completed calendar year);

(VI) Table C-6 – “Port of Long Beach - Container Traffic” (providing only the information for the most recently completed POLB fiscal year); and

(VII) Table C-7 – “Port of Long Beach - Comparative Summary of Statements of Revenues and Expenses.”

(c) Information Relating to POLA.

(i) The audited financial statements of POLA for the Fiscal Year most recently ended, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If POLA’s audited financial statements are not available by the Filing Date, the Annual Reports must contain unaudited financial statements in a format similar to the financial statements contained in the final official statement relating to the Bonds, and the audited financial statements must be filed in the same manner as the Annual Reports when they become available.

(ii) To the extent not included in the audited financial statements of POLA, the Annual Report must contain or include by reference (i) the outstanding principal amount of POLA’s Parity Obligations (as defined in the Official Statement) and (ii) information for the most recently completed fiscal year or calendar year, as applicable, in form and substance substantially similar to the information in the following tables set forth in the Official Statement:

(I) Table B-1 – “Major Permittees (Tenants) of the Port of Los Angeles;”

(II) Table B-2 – “Port of Los Angeles - Summary of Revenues, Expenses and Net Assets;”

(III) Table B-3 – “Port of Los Angeles - Revenue Tonnage by Cargo Type;”

(IV) Table B-4 – “Port of Los Angeles - Container Traffic” (providing only the information for the most recently completed calendar year);

(V) Table B-5 – “Port of Los Angeles - Container Traffic” (providing only the information for the most recently completed POLA fiscal year); and

(VI) Table B-6 – “Port of Los Angeles - Shipping Revenue Breakdown.”

Any or all of the items listed above may be included by specific reference to other documents, including official statements or other disclosure documents of debt issues of the Authority, POLB, POLB or related public entities, which have been filed with the MSRB through EMMA or the Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Authority must clearly identify each such other document so included by reference. The contents, presentation and format of the Annual Reports may be modified from time to time as determined in the judgment of the Authority to conform to changes in accounting or disclosure principles or practices and legal requirements followed by or applicable to the Authority, POLB or POLA or to reflect changes in the business, structure, operations, legal form of the Authority, POLB or POLA or any mergers, consolidations, acquisitions or dispositions made by or affecting the Authority, POLB or POLA; provided that any such modifications must comply with the requirements of the Rule.

SECTION 5. Reporting of Listed Events.

(a) The Authority must file, in a timely manner, but not more than ten (10) business days after its occurrence, with the MSRB through EMMA, notice of the occurrence of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on credit enhancements reflecting financial
- (iv) Substitution of credit or liquidity providers, or their failure to perform;
- (v) Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);
- (vi) Tender offers;
- (vii) Defeasances;
- (viii) Rating changes;
- (ix) Bankruptcy, insolvency, receivership or similar event of the Authority, POLA or POLB; or
- (x) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Authority, POLA or POLB, any of which reflect financial difficulties.

Note for purposes of the event described in subsection (ix) of this Section 5, the event is considered to occur when any of the following occurs: the appointment of a receiver, fiscal agent or similar officer for the Authority, POLB or POLA in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, POLB or POLA, as applicable, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision over substantially all of the assets or business of the Authority, POLB or POLA, as applicable.

(b) the Authority must give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, in a timely manner not later than ten (10) business days after the occurrence of the event:

(i) Unless described in Section 5(a)(v), other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(ii) Modifications to rights of Bond holders;

(iii) Optional, unscheduled or contingent Bond calls;

(iv) Release, substitution, or sale of property securing repayment of the Bonds;

(v) Non-payment related defaults;

(vi) The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(vii) Appointment of a successor or additional trustee or the change of name of a trustee for the Bonds; or

(viii) Incurrence of a Financial Obligation of the Authority, POLA or POLB, or agreement to covenants, events of default, remedies, priority rights or other similar items of a Financial Obligation of the Authority, POLA or POLB, any of which affect security holders.

(c) Whenever (i) the Authority obtains knowledge of the occurrence of a Listed Event described in Section 5(a) or (ii) the Authority obtains knowledge of the occurrence of a Listed Event described in Section 5(b) and has determined that knowledge of the occurrence of such a Listed Event would be material under applicable federal securities laws, the Authority must promptly report the occurrence pursuant to subsection (d) of this Section 5.

(d) the Authority must file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB, with a copy to the Authority.

SECTION 6. Termination of Reporting Obligation. The Authority's, POLB's and POLA's obligations under this Certificate will terminate upon the defeasance, prior redemption or payment in full of all of the Bonds or when the Authority, POLB or POLA, as the case may be, is otherwise no longer an obligated person within the meaning of the Rule with respect to the Bonds. If the Authority's, POLB's or POLA's, as the case may be, obligations under this Certificate are assumed in full by some other entity, such person is responsible for compliance with this Certificate in the same manner as if it were the Authority, POLB or POLA, as the case may be, and the Authority, POLB or POLA, as the case may be, will have no further responsibility under this Certificate. The Authority must provide timely notice to the MSRB of the termination of the Authority's, POLB's or POLA's, as the case may be, obligations under this Certificate pursuant to an assumption of its or their obligations under this Certificate.

SECTION 7. Dissemination Agent. The Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing sixty (60) days written notice to the Authority. The Dissemination Agent is not responsible in any manner for the content of any notice or report prepared by the Authority pursuant to this Certificate.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Certificate, the Authority, POLB and POLA may amend this Certificate, and any provision of this Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3(a), Section 4, or Section 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertakings, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners of the Bonds, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Certificate, the Authority must describe such amendment in its next Annual Report, and include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Authority. In addition, if the amendment relates to the accounting

principles to be followed in preparing financial statements, (i) notice of such change must be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made must present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this certificate may be deemed to prevent the Authority, POLB or POLA from disseminating any other information, including the information then contained in the Authority's, POLB's or POLA's official statements or other disclosure documents relating to debt issuance, using the means of dissemination set forth in this Certificate or any other means of communication, or including any other information in any Annual Report notice of occurrence of a Listed Event, in addition to that which is required by this Certificate. If the Authority, POLB or POLA chooses to include any information in any Annual Report or notice of occurrence of Listed Event in addition to that which is specifically required by this Certificate, neither the Authority, POLB nor POLA will have any obligation under this Certificate to update such information or include it in any future Annual Report or notice of a Listed Event.

SECTION 10. Documents Provided to the MSRB. All documents provided to the MSRB must be in electronic format and accompanied by identifying information, all as prescribed by the MSRB. Notice of the Listed Events described in Section 5 need not be given under this Section any earlier than the notice of the underlying event is given to Holders of the Bonds pursuant to the Indenture.

SECTION 11. Default. In the event of a failure of the Authority, POLB or POLA to comply with any provision of this Certificate, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Authority, POLB or POLA, as the case may be, to comply with its obligations under this Certificate. A default under this Certificate will not be deemed an Event of Default under the Indenture, and the sole and exclusive remedy under this Certificate in the event of any failure of the Authority, POLB or POLA to comply with this Certificate will be an action to compel performance, and no person or entity will be entitled to recover monetary damages under this Certificate.

SECTION 12. Duties, Immunities and Liabilities of the Dissemination Agent. The Dissemination Agent will have only such duties as are specifically set forth in this Certificate, and the Authority agrees, to the extent permitted by law, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Authority under this Section will survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 13. Beneficiaries. This Certificate will inure solely to the benefit of the Authority, POLB, POLA, the Dissemination Agent, the Underwriters, the Owners and Beneficial Owners from time to time of the Bonds, and creates no rights in any other person or entity.

SECTION 14. Counterparts. This Certificate may be executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

SECTION 15. Governing Law. This Certificate is governed by the laws of the State of California and the federal securities laws.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Continuing Disclosure Certificate to be executed as of the date first above written.

ALAMEDA CORRIDOR TRANSPORTATION
AUTHORITY

By: _____
Kevin Scott
Chief Executive Officer

ATTEST:
By: _____
Name: _____
Its: _____

The foregoing document is hereby approved as to form:

By: _____
Name: _____
Title: Co-General Counsel
Date: _____

CITY OF LONG BEACH, acting by and through
its Board of Harbor Commissioners

By: _____
Name: _____
Its: _____

The foregoing document is hereby approved as to form:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LOS ANGELES, acting by and through
its Board of Harbor Commissioners

By: _____
Name: _____
Its: _____

The foregoing document is hereby approved as to form:

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

FORM OF NOTICE OF FAILURE TO FILE ANNUAL REPORT

Obligated Person: Alameda Corridor Transportation Authority

Name of Issue: Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2022A

Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2022B

Alameda Corridor Transportation Authority Tax-Exempt Second Subordinate Lien Revenue Refunding Bonds, Series 2022C

Issuance Date: August __, 2022

NOTICE IS HEREBY GIVEN that the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY (the “**Authority**”) has not provided an Annual Report with respect to the above named Bonds as required by Section 3 of the Continuing Disclosure Certificate dated as of [DATE], executed and delivered by the Authority; the City of Long Beach, acting by and through its Board of Harbor Commissioners; and the City of Los Angeles, acting by and through its Board of Harbor Commissioners. [The Authority anticipates that the Annual Report will be filed by _____.]

Dated: _____

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

By: _____
Title: _____

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “**Certificate**”) is executed and delivered, effective _____, 2023, by the Alameda Corridor Transportation Authority (the “**Authority**”); the City of Long Beach, acting by and through its Board of Harbor Commissioners (“**POLB**”); and the City of Los Angeles, acting by and through its Board of Harbor Commissioners (“**POLA**”), in connection with the issuance by the Authority of its Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2023A (the “**Bonds**”). The Bonds were issued pursuant to the terms of a Master Trust Indenture dated as of January 1, 1999, by and between the Authority and U.S. Bank Trust Company, National Association (as successor in trust to U.S. Bank National Association), as trustee (the “**Trustee**”), as previously amended and supplemented (the “**Master Indenture**”), and as further amended and supplemented by that certain Fifteenth Supplemental Trust Indenture, dated as of July 1, 2023 by and between the Authority and the Trustee (the “**Indenture**”).

The Authority, POLB and POLA hereby covenant as follows:

SECTION 1. Purpose of the Certificate. This Certificate is being executed and delivered by the Authority, POLB and POLA for the benefit of the Owners and Beneficial Owners (as defined below) of the Bonds and in order to assist the Underwriters (as defined below) in complying with the Rule (as defined below).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture and the Official Statement (as defined below), which apply to any capitalized terms used in this Certificate unless otherwise defined in this Section, the following capitalized terms have the following meanings:

“**1999 Bonds**” means the Authority’s: (i) Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A, (ii) Alameda Corridor Transportation Authority Tax-Exempt Subordinate Lien Revenue Bonds, Series 1999B, (iii) Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C, and (iv) Alameda Corridor Transportation Authority Taxable Subordinate Lien Revenue Bonds, Series 1999D.

“**2004 Bonds**” means the Authority’s: (i) Alameda Corridor Transportation Authority Tax-Exempt Subordinate Lien Revenue Bonds, Series 2004A, and (ii) Alameda Corridor Transportation Authority Taxable Subordinate Lien Revenue Bonds, Series 2004B.

“**Annual Report**” means the annual report filed by the Authority pursuant to, and as described in, Section 3 and 4 of this Certificate.

“**Beneficial Owner**” means any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Commission**” means the Securities and Exchange Commission, or any successor body thereto.

“Dissemination Agent” means any person appointed in writing by the Authority to act as the Authority’s agent in complying with the filing requirements of the Rule. As of the date of this Certificate, the Authority has not appointed a Dissemination Agent.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosure (<http://emma.msrb.org>) or any other dissemination agent or conduit required, designated or permitted by the Commission.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Filing Date” has the meaning given to it in Section 3(a) of this Certificate.

“Financial Obligation” means a: (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” means any of the events listed in Section 5 of this Certificate.

“MSRB” means the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Exchange Act, or any other entity designated or authorized by the Commission to receive reports pursuant to the Rule.

“Official Statement” means the final official statement dated July __, 2022, of the Authority relating to the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

“Underwriters” means the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds on the effective date of this Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Authority, on behalf of itself and POLB and POLA, must, or must cause the Dissemination Agent to, not later than April 1 (or June 1, with respect to POLB’s obligations under this Certificate, on and after the date that the 1999 Bonds and the 2004 Bonds are no longer Outstanding) of each year in which any of the Bonds are outstanding (the **“Filing Date”**), commencing April 1, 2024, with respect to the report for the fiscal year ending in 2023, provide an Annual Report consistent with the requirements of Section 4 of this Certificate. Each Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Certificate; provided that the audited financial statements of the Authority, POLB and POLA may be submitted separately from the balance of such Annual Report and later than the date required above for the filing of such Annual Report if they are not available by that date.

(b) Not later than 15 Business Days prior to the Filing Date, the Authority must provide such Annual Report to the Dissemination Agent (if one has been appointed). If the Authority is unable to file such Annual Report with the MSRB through EMMA by the Filing Date, the Authority must file a notice with the MSRB through EMMA in substantially the form of Exhibit A to this Certificate.

(c) POLB and POLA must each provide to the Authority:

(i) Not later than March 1 (or May 1, with respect to POLB's obligations under this Certificate, on and after the date that the 1999 Bonds and the 2004 Bonds are no longer Outstanding) after the end of each of its respective fiscal years, commencing with the fiscal year ending in 2023, the applicable information described in Section 4(b) and Section 4(c) of this Certificate.

(ii) At any other time any information requested by the Authority with respect to other disclosure obligations.

(iii) Prompt notice of any change in POLB's or POLA's, as applicable, fiscal year.

(iv) Notice of each of the following, as applicable, in sufficient time for the Authority to meet its obligations under Section 5 of this Certificate: (i) any bankruptcy, insolvency, receivership or similar event of POLB or POLA, (ii) the consummation of any merger, consolidation or acquisition involving POLB or POLA, (iii) the sale of all or substantially all of the assets of POLB or POLA other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, and/or (iv) the appointment of a receiver, fiscal agent or similar officer for POLB or POLA in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of POLB or POLA, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision over substantially all of the assets or business of POLB or POLA.

(v) Prompt notice that the obligation of POLB or POLA, as the case may be, under this Certificate has been assumed in full by some other entity and evidence that such entity is responsible for compliance with this Certificate in the same manner as if it were POLB or POLA, as the case may be.

(d) If the Authority's fiscal year changes or the Authority receives notice from POLB or POLA that POLB's or POLA's fiscal year changed, the Authority will give notice of such change in the same manner as for a Listed Event under Section 5 of this Certificate.

(e) The Dissemination Agent (if one has been appointed) must (i) determine each year prior to the Filing Date and (ii) file a report with the Authority certifying that the

Annual Report has been filed with the MSRB through EMMA pursuant to this Certificate, stating the date it was provided.

SECTION 4. Content of Annual Reports. The Annual Reports must contain or include by reference the following:

(a) Information Relating to the Authority.

(i) The audited financial statements of the Authority for the Fiscal Year most recently ended, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Authority's audited financial statements are not available by the Filing Date, the Annual Reports must contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements must be filed in the same manner as the Annual Reports when they become available.

(ii) To the extent not included in the audited financial statements of the Authority, the Annual Report must contain or include by reference (i) for the most recently completed calendar year, as described in the Appendix A to the Official Statement under the heading "THE RAIL CORRIDOR AND RELATED PROJECTS - Maintenance and Operation of the Rail Corridor - M & O Charges," the Monthly Amount (as defined in the Official Statement) and the amount the Railroads (as defined in the Official Statement) paid for insurance premiums, and (ii) information for the most recently completed fiscal year or calendar year, as applicable, in form and substance substantially similar to the information in the following tables set forth in the Official Statement:

(I) Table 1 – "Alameda Corridor Transportation Authority – Outstanding Senior Lien, First Subordinate and Second Subordinate Lien Bonds;"

(II) Table 5 – "Schedule of Use Fees;"

(III) Table 6 – "Use Fees and Container Charges;"

(IV) Table 7 – "Ports of Long Beach and Los Angeles and Authority Container Throughput" (providing only the Authority information for the most recently completed calendar year);

(V) Table 8 – "Alameda Corridor Transportation Authority – Container Charges and Use Fees;"

(VI) Table 9 – "Alameda Corridor Transportation Authority – Container Charge and Use Fee Revenue"

(VII) Table 10 – "Alameda Corridor Transportation Authority – Statements of Revenues, Expenses and Changes in Net Position;"

(VIII) Table 11 – “Historical Authority Revenue Debt Service Coverage.”

(IX) Table 12 – “Historical Dedicated Revenue Debt Service Coverage.”

(b) Information Relating to POLB.

(i) The audited financial statements of POLB for the Fiscal Year most recently ended, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If POLB’s audited financial statements are not available by the Filing Date, the Annual Reports must contain unaudited financial statements in a format similar to the financial statements contained in the final official statement relating to the Bonds, and the audited financial statements must be filed in the same manner as the Annual Reports when they become available.

(ii) To the extent not included in the audited financial statements of POLB, the Annual Report must contain or include by reference (i) the outstanding principal amount of POLB’s Harbor Revenue Bonds and (ii) information for the most recently completed fiscal year, calendar year or twelve month period, as applicable, in form and substance substantially similar to the information in the following tables set forth in the Official Statement:

(I) Table C-1 – “Port of Long Beach - Operating Revenues;”

(II) Table C-2 – “Port of Long Beach - Leading Revenue Producers;”

(III) Table C-3 – “Port of Long Beach - Revenue Tonnage and TEU Summary;”

(IV) Table C-4 – “Port of Long Beach - Revenue Tonnage by Cargo Type;”

(V) Table C-5 – “Port of Long Beach - Container Traffic” (providing only the information for the most recently completed calendar year);

(VI) Table C-6 – “Port of Long Beach - Container Traffic” (providing only the information for the most recently completed POLB fiscal year); and

(VII) Table C-7 – “Port of Long Beach - Comparative Summary of Statements of Revenues and Expenses.”

(c) Information Relating to POLA.

(i) The audited financial statements of POLA for the Fiscal Year most recently ended, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If POLA's audited financial statements are not available by the Filing Date, the Annual Reports must contain unaudited financial statements in a format similar to the financial statements contained in the final official statement relating to the Bonds, and the audited financial statements must be filed in the same manner as the Annual Reports when they become available.

(ii) To the extent not included in the audited financial statements of POLA, the Annual Report must contain or include by reference (i) the outstanding principal amount of POLA's Parity Obligations (as defined in the Official Statement) and (ii) information for the most recently completed fiscal year or calendar year, as applicable, in form and substance substantially similar to the information in the following tables set forth in the Official Statement:

(I) Table B-1 – “Major Permittees (Tenants) of the Port of Los Angeles;”

(II) Table B-2 – “Port of Los Angeles - Summary of Revenues, Expenses and Net Assets;”

(III) Table B-3 – “Port of Los Angeles - Revenue Tonnage by Cargo Type;”

(IV) Table B-4 – “Port of Los Angeles - Container Traffic” (providing only the information for the most recently completed calendar year);

(V) Table B-5 – “Port of Los Angeles - Container Traffic” (providing only the information for the most recently completed POLA fiscal year); and

(VI) Table B-6 – “Port of Los Angeles - Shipping Revenue Breakdown.”

Any or all of the items listed above may be included by specific reference to other documents, including official statements or other disclosure documents of debt issues of the Authority, POLB, POLA or related public entities, which have been filed with the MSRB through EMMA or the Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Authority must clearly identify each such other document so included by reference. The contents, presentation and format of the Annual Reports may be modified from time to time as determined in the judgment of the Authority to conform to changes in accounting or disclosure principles or practices and legal requirements followed by or applicable to the Authority, POLB or POLA or to reflect changes in the business, structure, operations, legal form of the Authority, POLB or POLA or any mergers, consolidations, acquisitions or dispositions made by or affecting the Authority, POLB or POLA; provided that any such modifications must comply with the requirements of the Rule.

SECTION 5. Reporting of Listed Events.

(a) The Authority must file, in a timely manner, but not more than ten (10) business days after its occurrence, with the MSRB through EMMA, notice of the occurrence of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on credit enhancements reflecting financial
- (iv) Substitution of credit or liquidity providers, or their failure to perform;
- (v) Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);
- (vi) Tender offers;
- (vii) Defeasances;
- (viii) Rating changes;
- (ix) Bankruptcy, insolvency, receivership or similar event of the Authority, POLA or POLB; or
- (x) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Authority, POLA or POLB, any of which reflect financial difficulties.

Note for purposes of the event described in subsection (ix) of this Section 5, the event is considered to occur when any of the following occurs: the appointment of a receiver, fiscal agent or similar officer for the Authority, POLB or POLA in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, POLB or POLA, as applicable, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision over substantially all of the assets or business of the Authority, POLB or POLA, as applicable.

(b) the Authority must give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, in a timely manner not later than ten (10) business days after the occurrence of the event:

(i) Unless described in Section 5(a)(v), other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(ii) Modifications to rights of Bond holders;

(iii) Optional, unscheduled or contingent Bond calls;

(iv) Release, substitution, or sale of property securing repayment of the Bonds;

(v) Non-payment related defaults;

(vi) The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(vii) Appointment of a successor or additional trustee or the change of name of a trustee for the Bonds; or

(viii) Incurrence of a Financial Obligation of the Authority, POLA or POLB, or agreement to covenants, events of default, remedies, priority rights or other similar items of a Financial Obligation of the Authority, POLA or POLB, any of which affect security holders.

(c) Whenever (i) the Authority obtains knowledge of the occurrence of a Listed Event described in Section 5(a) or (ii) the Authority obtains knowledge of the occurrence of a Listed Event described in Section 5(b) and has determined that knowledge of the occurrence of such a Listed Event would be material under applicable federal securities laws, the Authority must promptly report the occurrence pursuant to subsection (d) of this Section 5.

(d) the Authority must file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB, with a copy to the Authority.

SECTION 6. Termination of Reporting Obligation. The Authority's, POLB's and POLA's obligations under this Certificate will terminate upon the defeasance, prior redemption or payment in full of all of the Bonds or when the Authority, POLB or POLA, as the case may be, is otherwise no longer an obligated person within the meaning of the Rule with respect to the Bonds. If the Authority's, POLB's or POLA's, as the case may be, obligations under this Certificate are assumed in full by some other entity, such person is responsible for compliance with this Certificate in the same manner as if it were the Authority, POLB or POLA, as the case may be, and the Authority, POLB or POLA, as the case may be, will have no further responsibility under this Certificate. The Authority must provide timely notice to the MSRB of the termination of the Authority's, POLB's or POLA's, as the case may be, obligations under this Certificate pursuant to an assumption of its or their obligations under this Certificate.

SECTION 7. Dissemination Agent. The Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing sixty (60) days written notice to the Authority. The Dissemination Agent is not responsible in any manner for the content of any notice or report prepared by the Authority pursuant to this Certificate.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Certificate, the Authority, POLB and POLA may amend this Certificate, and any provision of this Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3(a), Section 4, or Section 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertakings, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners of the Bonds, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Certificate, the Authority must describe such amendment in its next Annual Report, and include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Authority. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change must be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made must present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this certificate may be deemed to prevent the Authority, POLB or POLA from disseminating any other information, including the information then contained in the Authority's, POLB's or POLA's official statements or other disclosure documents relating to debt issuance, using the means of dissemination set forth in this Certificate or any other means of communication, or including any other information in any Annual Report notice of occurrence of a Listed Event, in addition to that which is required by this Certificate. If the Authority, POLB or POLA chooses to include any information in any Annual Report or notice of occurrence of Listed Event in addition to that which is specifically required by this Certificate, neither the Authority, POLB nor POLA will have any obligation

under this Certificate to update such information or include it in any future Annual Report or notice of a Listed Event.

SECTION 10. Documents Provided to the MSRB. All documents provided to the MSRB must be in electronic format and accompanied by identifying information, all as prescribed by the MSRB. Notice of the Listed Events described in Section 5 need not be given under this Section any earlier than the notice of the underlying event is given to Holders of the Bonds pursuant to the Indenture.

SECTION 11. Default. In the event of a failure of the Authority, POLB or POLA to comply with any provision of this Certificate, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Authority, POLB or POLA, as the case may be, to comply with its obligations under this Certificate. A default under this Certificate will not be deemed an Event of Default under the Indenture, and the sole and exclusive remedy under this Certificate in the event of any failure of the Authority, POLB or POLA to comply with this Certificate will be an action to compel performance, and no person or entity will be entitled to recover monetary damages under this Certificate.

SECTION 12. Duties, Immunities and Liabilities of the Dissemination Agent. The Dissemination Agent will have only such duties as are specifically set forth in this Certificate, and the Authority agrees, to the extent permitted by law, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Authority under this Section will survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 13. Beneficiaries. This Certificate will inure solely to the benefit of the Authority, POLB, POLA, the Dissemination Agent, the Underwriters, the Owners and Beneficial Owners from time to time of the Bonds, and creates no rights in any other person or entity.

SECTION 14. Counterparts. This Certificate may be executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

SECTION 15. Governing Law. This Certificate is governed by the laws of the State of California and the federal securities laws.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Continuing Disclosure Certificate to be executed as of the date first above written.

ALAMEDA CORRIDOR TRANSPORTATION
AUTHORITY

By: _____
Kevin Scott
Chief Executive Officer

ATTEST:
By: _____
Name: _____
Its: _____

The foregoing document is hereby approved as to form:

By: _____
Name: _____
Title: Co-General Counsel
Date: _____

CITY OF LONG BEACH, acting by and through
its Board of Harbor Commissioners

By: _____
Name: _____
Its: _____

The foregoing document is hereby approved as to form:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LOS ANGELES, acting by and through
its Board of Harbor Commissioners

By: _____
Name: _____
Its: _____

The foregoing document is hereby approved as to form:

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

FORM OF NOTICE OF FAILURE TO FILE ANNUAL REPORT

Obligated Person: Alameda Corridor Transportation Authority
Name of Issue: Alameda Corridor Transportation Authority Tax-Exempt Senior
Lien Revenue Refunding Bonds, Series 2023A
Issuance Date: _____, 2023

NOTICE IS HEREBY GIVEN that the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY (the “**Authority**”) has not provided an Annual Report with respect to the above named Bonds as required by Section 3 of the Continuing Disclosure Certificate dated as of [DATE], executed and delivered by the Authority; the City of Long Beach, acting by and through its Board of Harbor Commissioners; and the City of Los Angeles, acting by and through its Board of Harbor Commissioners. [The Authority anticipates that the Annual Report will be filed by _____.]

Dated: _____


ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

By: _____
Title: _____

M · E · M · O

Alameda Corridor Transportation Authority

June 16, 2022

To:	Governing Board
From:	Michael C. Leue, Chief Executive Officer 
Subject:	<i>Approve Annual Contract Change Orders 75 and 57 and the Extension of Agreement No. C0027 with Alameda Corridor Engineering Team (APPROVAL)</i>

Recommendation:

Approve the following Change Orders (COs) and Agreement extension, and authorize the Chief Executive Officer or Chief Financial Officer to execute said items and reallocate funding amounts as discussed herein:

1. Approve two Change Orders (COs) to First Amended Agreement No. C0027 with the Alameda Corridor Engineering Team (ACET) for FY23 in the aggregate amount of \$2,519,985 allocated as follows: \$2,238,977 for ACTA Support (Change Order No. 75 as presented in Transmittal 1) and \$281,008 for the SR-47 Project (Change Order No. 57 as presented in Transmittal 2);
2. Extend the term of the First Amended Agreement No. C0027 for one additional year through June 30, 2023 (via Change Orders Nos. 75 and 57); and
3. Authorize the Chief Executive Officer or Chief Financial Officer to reallocate the FY23 funding between the ACTA Support and SR-47 Project budgets during the fiscal year provided the approved aggregate total amount is not exceeded.

Discussion:

In February 2014, the Board expressed its preference to extend the ACET contract on a year-by-year basis until ACTA's unfinished capital improvement program support obligations are complete. For each subsequent fiscal year, the Board has reaffirmed its preference for one-year extensions. In March 2022, the Board approved the inclusion of ACET in the FY23 Budget.

ACET support was as high as approximately 170 full time equivalent (FTE) positions in FY00 at the height of corridor construction. ACET staff size was significantly reduced to 16 by FY07 and remained relatively constant through FY10. ACET staffing was gradually reduced to five FTEs by FY16. The number of FY22 FTE positions remains at five, excluding subconsultants.



The ACET budget also includes specialized technical services provided by additional technical staff and subconsultants through the ACET contract. The proposed budget requirement may increase if additional ACTA project development tasks are identified during the fiscal year, in which case Governing Board approval for such Change Orders would be sought at the appropriate time.

The Amended Agreement with ACET, effective January 1, 1996, requires that an annual Contract Work Order (CWO), in the form of a Change Order (CO), be submitted to the Governing Board for approval prior to the beginning of each fiscal year on July 1. For budget purposes, separate COs are required for the ACTA Support CWO and the SR-47 Project CWO. In prior years, there were also CWO Change Orders presented and approved for the PCH Project, but this is no longer required due to project completion.

In FY23, the ACTA Support CWO will be funded by the Administrative Operating Budget that is paid from ACTA revenue, and the M&O Budget that is paid directly by the railroads or through the Reserve Account. The SR-47 Project CWO is funded entirely from Caltrans sources.

The previous FY22 CWO aggregate amount approved by the Board in June 2021 was \$2,443,773. It included \$2,008,089 for ACTA Support and \$435,684 for the SR-47 Project. A final FY22 closeout CO for both CWOs will be brought to the Board for approval in the Fall of 2022.

The proposed FY23 aggregate budget for both CWOs is \$2,519,985, as presented in Transmittal 3, which is 3.1% more than the FY22 budget of \$2,443,773. Note that the CWO amount does not include the budget for the Dominguez Channel Oil Release EPA Matter. The ACTA Support CWO and SR-47 Project CWO are described in more detail below.

1. ACTA SUPPORT CWO

The ACTA Support CWO covers the following three areas:

A. Base Program Closeout (Operating, previously Capital)

This effort includes:

- Transferring ACTA-acquired property to the ports, municipalities and others;
- Concluding utility replacement rights agreements, licenses, franchises, and easements.

The proposed FY23 budget for this item is \$481,595 which is 24.3% more than the FY22 budget of \$387,616. This item is charged to the Administrative Operating Budget and paid from ACTA Use Fees and Container Charges.

B. Maintenance and Operations (Direct Railroad Cost)

This item supports rail maintenance and is directly reimbursed by the Railroads. The FY23 budgeted amount is **\$571,293**, which is 0.6% more than the FY22 budget of \$568,052.

C. ACTA General Administrative Support (Operating)

This effort includes general ACTA technical and administrative support and staff augmentation for other ongoing ACTA activities including:

- Computer and network systems support;
- Grant reimbursement, engineering, environmental coordination, document control, and graphics support.

The proposed FY23 allocation for this item is \$1,186,089, which is 12.7% more than the FY22 budget of \$1,052,423. This item is charged to the Administrative Operating Budget and paid from ACTA Use Fees and Container Charges.

The aggregate total for the three parts of the ACTA Support CWO is \$2,238,977.

2. SR-47 PROJECT CWO (Public Benefit Project only)

The proposed FY23 budget for the SR-47 Project CWO is \$281,008 (Segment 1 only, as Segment 2 is on indefinite hold), which is 35.5% less than the FY22 budget of \$435,684. It includes final design support, design support during construction, and ROW/utility support during construction for the SR-47 Project as detailed below.

SR-47 Project Background:

Through four separate agreements with Caltrans, the SR-47 Project progressed in four phases: The Feasibility Phase, the Environmental Document Phase, the Final Design and ROW Phase, and the Construction Phase.

All Project phases are now complete except final ROW Acquisition Phase. Caltrans' completed all construction in February 2021; final construction items, including one utility relocation, currently in progress, will extend to mid-2023; and administrative close-out is expected to be completed by June 30, 2023. ACTA will continue to provide the required services through two separate Cooperative Agreements between the parties through that date to complete project close-out tasks.

If the FY23 ACET CWOs are approved, the not-to-exceed total contract value will be increased by \$2,519,985 from \$251,604,179 to \$254,124,164 exclusive of the budget for the Dominguez Channel Oil Release EPA Matter.

Budget Impact:

The \$2,519,985 aggregate CWO amount is included in the FY23 Program Budget. Sources include \$281,008 in Caltrans funds for SR-47 shown in the Operating Budget as an Expense for Public Benefit; \$571,293 in Railroad M&O funds paid directly by the Railroads or from the Reserve Account; and \$1,667,684 from ACTA revenue sources in the Operating Budget.

Co-General Counsel:

ACTA's Co-General Counsel has reviewed and approved the proposed Change Orders as to form.

Transmittals:

- Transmittal 1 - Change Order No. 75 to ACET Agreement No. C0027
- Transmittal 2 - Change Order No. 57 to ACET Agreement No. C0027
- Transmittal 3 - CWO FY23 ACET Cumulative Contract Values

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

First Amended Agreement No. C0027 Program Management Services

CHANGE ORDER NO. 75

Modifies the First Amended Agreement No. C0027 (hereinafter "the Agreement") to increase the maximum compensation and extend the term as approved by the ACTA Governing Board on June 16, 2022 for the ACTA Support Work Order (ASA CWO).

CONSULTANT: **Alameda Corridor Engineering Team (ACET)**

SUMMARY The Agreement duration is changed: -365- Calendar Days

OF The Agreement value is increased by \$2,238,977 to a total Agreement value of \$219,563,700 for the ASA CWO.

CHANGE

1. This change order extends the Agreement through June 30, 2023 and authorizes ACET to continue to provide services consistent with the budget set forth in this Change Order No. 75 and the statements set forth in ACTA Board Authorization of June 16, 2022.

The ACET contract total value of all CWO's is \$254,124,164 *excluding compensation for the R10 Oil Release*. See attached document titled "Summary of Contract Values" as of May 31, 2022.

2. In **ARTICLE 5, COMPENSATION, Paragraph 5.1, is revised to provide "Cost-Plus-Fixed-Fee through June 30, 2023"** as follows:

	(No R10) ASA CWO through CO 74	(No R10) FY '23 CO 75	(No R10) Total ASA CWO (Base)
Reimbursable Costs not-to-exceed	<u>\$198,284,309</u>	<u>\$2,049,052</u>	<u>\$200,333,361</u>
Plus Fixed Fee (calculated in accordance with Paragraph 5.2.3, Fixed Fee) of	<u>\$19,040,414</u>	<u>\$189,925</u>	<u>\$19,230,339</u>
For a Total Estimated Cost of	<u>\$217,324,723</u>	<u>\$2,238,977</u>	<u>\$219,563,700</u>

3. In Paragraph 5.2.3, Fixed-Fee Subparagraph (b) is revised to read, “This Fixed-Fee shall not exceed \$19,230,339 as specified hereinabove in 5.1 until June 30, 2023.”
4. Except as provided herein, all terms and conditions of the Agreement remain unchanged. The terms and conditions of this ASA CWO Change Order to the Agreement constitute full accord and satisfaction for all costs and period of performance related to the Change described or referenced herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Change Order No. 75 to the Agreement on the date next to their signatures.

AUTHORITY:

**ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY**

By: _____

Signature: _____

Date: _____

ATTEST

Signature: _____

By: _____

Date: _____

APPROVED AS TO FORM:

Michael N. Feuer, City of Los Angeles City Attorney

By: _____

Deputy City Attorney

Date: _____

CONSULTANT:

**ALAMEDA CORRIDOR ENGINEERING
TEAM, a Joint Venture**

AECOM TECHNICAL SERVICES, INC.

By: _____

Signature: _____

Date: _____

ATTEST

Signature: _____

By: _____

Date: _____

MOFFATT & NICHOL, INC.

By: _____

Signature: _____

Date: _____

ATTEST

Signature: _____

By: _____

Date: _____

Signatures of Change Order No. 75 (continued)

IN WITNESS WHEREOF, the Parties hereto have executed this Change Order No. 75 to the Agreement on the date next to their signatures.

CONSULTANT:

JENKINS/GALES & MARTINEZ, INC.

By: _____

Signature: _____

Date: _____

ATTEST

Signature: _____

By: _____

Date: _____

**TELACU CONSTRUCTION
MANAGEMENT, INC.**

By: _____

Signature: _____

Date: _____

ATTEST

Signature _____

By: _____

Date: _____

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

First Amended Agreement No. C0027 Program Management Services

CWO SR-47 PROJECT CHANGE ORDER NO. 57

Modifies the First Amended Agreement No. C0027 (hereinafter “the Agreement”) to increase the maximum compensation and extend the term as approved by ACTA Governing Board on June 16, 2022 for the SR-47 Project CWO.

CONSULTANT: **Alameda Corridor Engineering Team (ACET)**

SUMMARY The Agreement duration is changed: -365- Calendar Days

OF The total SR-47 Project CWO is increased by \$281,008 a total not-to-exceed amount of \$23,911,745.
CHANGE

1. This change order extends the Agreement through June 30, 2023, and authorizes ACET to continue to provide services consistent with the budget set forth in this Change Order No. 57 and the statements set forth in the ACTA Board Authorization of June 16, 2022.

The ACET contract total value of all CWO's is \$254,124,164 *excluding compensation for the R10 Oil Release*. See attached document titled “Summary of Contract Values” as of May 31, 2022.

2. In **ARTICLE 5, COMPENSATION, Paragraph 5.1, remains to provide “Cost-Plus-Fixed-Fee through June 30, 2023”** as follows:

	SR-47 Project CWO Through CO 56	FY '23 CO 57	Total SR-47 Project CWO Only
<i>Reimbursable Costs not-to-exceed</i>	<u>\$21,831,131</u>	<u>\$261,359</u>	<u>\$22,092,490</u>
Plus Fixed Fee (calculated in accordance with Paragraph 5.2.3, Fixed Fee) of	<u>\$1,799,606</u>	<u>\$19,649</u>	<u>\$1,819,255</u>
For a Total Estimated Cost of	<u>\$23,630,737</u>	<u>\$281,008</u>	<u>\$23,911,745</u>

3. In **Paragraph 5.2.3, Fixed-Fee**, the amount shown in **Subparagraph (b)** is revised to read, "\$1,819,255".
4. Except as provided herein, all terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this SR-47 CWO Change Order No. 57 to the Agreement on the date next to their signatures.

AUTHORITY:

**ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY**

By: _____

Signature: _____

Date: _____

ATTEST

Signature: _____

By: _____

Date: _____

APPROVED AS TO FORM:

Michael N. Feuer, City of Los Angeles City Attorney

By: _____

Deputy City Attorney

Date: _____

CONSULTANT:

**ALAMEDA CORRIDOR ENGINEERING
TEAM, a Joint Venture**

AECOM TECHNICAL SERVICES, INC.

By: _____

Signature: _____

Date: _____

ATTEST

Signature: _____

By: _____

Date: _____

MOFFATT & NICHOL, INC.

By: _____

Signature: _____

Date: _____

ATTEST

Signature: _____

By: _____

Date: _____

Signatures of Change Order No. 57 (continued)

IN WITNESS WHEREOF, the Parties hereto have executed this Change Order No. 57 to the Agreement on the date next to their signatures.

CONSULTANT:

JENKINS/GALES & MARTINEZ, INC.

By: _____

Signature: _____

Date: _____

ATTEST

Signature: _____

By: _____

Date: _____

**TELACU CONSTRUCTION
MANAGEMENT, INC.**

By: _____

Signature: _____

Date: _____

ATTEST

Signature _____

By: _____

Date: _____

ATTACHMENT CWO FY23 ACET CUMULATIVE CONTRACT VALUES

	ASA (BASE)				PCH	SR47				TOTALS		
	ITD (Base + R10) THRU CO 74	ASA (Base) CO 75 FY 23	TOTAL ASA (Base + R10) FY 23 TO DATE	TOTAL ASA (Base + R10) TO DATE THRU CO 75	TOTAL PCH TO DATE (PROJECT CLOSED in FY15)	ITD SR47 THRU CO 56	SR 47 CO 57 FY 23	Total SR47 FY 23 TO DATE	TOTAL SR47 TO DATE THRU CO 57	ITD THRU FY22	TOTAL FY 23 TO DATE	GRAND TOTAL
Direct Labor	\$ 67,139,054	\$ 708,405	\$ 708,405	\$ 67,847,459	\$ 3,431,270	\$ 4,530,006	\$ 49,993	\$ 49,993	\$ 4,579,999	\$ 75,100,331	\$ 758,398	\$ 75,858,728
Indirect Costs	\$ 93,595,277	\$ 998,045	\$ 998,045	\$ 94,593,322	\$ 4,805,744	\$ 7,649,787	\$ 81,614	\$ 81,614	\$ 7,731,401	\$ 106,050,807	\$ 1,079,659	\$ 107,130,466
Offsite/On Call/OT	\$ 2,284,571	\$ 43,014	\$ 43,014	\$ 2,327,586	\$ 27,331	\$ 1,577,326	\$ -	\$ -	\$ 1,577,326	\$ 3,889,228	\$ 43,014	\$ 3,932,243
S/t - Labor	\$ 163,018,902	\$ 1,749,464	\$ 1,749,464	\$ 164,768,366	\$ 8,264,345	\$ 13,757,119	\$ 131,607	\$ 131,607	\$ 13,888,726	\$ 185,040,365	\$ 1,881,071	\$ 186,921,436
Subconsultants	\$ 30,308,870	\$ 294,588	\$ 294,588	\$ 30,603,458	\$ 1,219,633	\$ 7,757,881	\$ 129,752	\$ 129,752	\$ 7,887,633	\$ 39,286,384	\$ 424,340	\$ 39,710,724
MIS	\$ 994,701	\$ -	\$ -	\$ 994,701	\$ 33,827	\$ 60,664	\$ -	\$ -	\$ 60,664	\$ 1,089,192	\$ -	\$ 1,089,192
ODC's	\$ 6,459,985	\$ 5,000	\$ 5,000	\$ 6,464,985	\$ 207,883	\$ 255,466	\$ -	\$ -	\$ 255,466	\$ 6,923,334	\$ 5,000	\$ 6,928,334
S/t - Subs & ODC's	\$ 37,763,556	\$ 299,588	\$ 299,588	\$ 38,063,144	\$ 1,461,344	\$ 8,074,011	\$ 129,752	\$ 129,752	\$ 8,203,763	\$ 47,298,911	\$ 429,340	\$ 47,728,251
			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -
FY 01 Underrun (rolled over)	\$ 978,500	\$ -	\$ -	\$ 978,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 978,500	\$ -	\$ 978,500
Correction of '99 discrepancy	\$ (2,021,501)	\$ -	\$ -	\$ (2,021,501)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,021,501)	\$ -	\$ (2,021,501)
To Balance	\$ 32,229	\$ -	\$ -	\$ 32,229	\$ (22)	\$ 1	\$ -	\$ -	\$ 1	\$ 32,208	\$ -	\$ 32,208
Total Direct Costs	\$ 199,771,687	\$ 2,049,052	\$ 2,049,052	\$ 201,820,739	\$ 9,725,666	\$ 21,831,131	\$ 261,359	\$ 261,359	\$ 22,092,490	\$ 231,328,485	\$ 2,310,411	\$ 233,638,895
			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -
Labor Fee	\$ 17,417,394	\$ 174,946	\$ 174,946	\$ 17,592,340	\$ 844,081	\$ 1,330,245	\$ 13,161	\$ 13,161	\$ 1,343,406	\$ 19,591,719	\$ 188,108	\$ 19,779,827
Administrative Fees	\$ 1,777,237	\$ 14,979	\$ 14,979	\$ 1,792,216	\$ 78,972	\$ 469,361	\$ 6,488	\$ 6,488	\$ 475,849	\$ 2,325,570	\$ 21,467	\$ 2,347,037
Total Fixed Fee	\$ 19,194,631	\$ 189,925	\$ 189,925	\$ 19,384,556	\$ 923,053	\$ 1,799,606	\$ 19,649	\$ 19,649	\$ 1,819,255	\$ 21,917,289	\$ 209,574	\$ 22,126,864
			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs w/ Fees	\$ 218,966,318	\$ 2,238,977	\$ 2,238,977	\$ 221,205,295	\$ 10,648,719	\$ 23,630,737	\$ 281,008	\$ 281,008	\$ 23,911,745	\$ 253,245,773	\$ 2,519,985	\$ 255,765,759
Less figures for R10	(1,641,595)			(1,641,595)								(1,641,595)
TOTAL figures excluding R10	217,324,723			219,563,700								254,124,164

SUMMARY OF CONTRACT VALUES

ASA (Base) CWO:

DESCRIPTION			DIRECT COST	RUNNING TOTAL DIRECT COST	FIXED FEE	RUNNING TOTAL FIXED FEE	CWO TOTAL	RUNNING TOTAL CWO
FY 95 - FY 00 Total			\$ 116,698,430		\$ 11,661,536		\$ 128,359,966	
FY 01 Total			\$ 16,400,097		\$ 1,390,504		\$ 17,790,601	
FY 02 Total			\$ 5,200,032		\$ 479,720		\$ 5,679,752	
FY 03 Total			\$ 9,455,175		\$ 840,981		\$ 10,296,155	
FY 04 Total			\$ 4,102,568		\$ 438,842		\$ 4,541,410	
FY 05 Total			\$ 4,882,523		\$ 424,411		\$ 5,306,935	
FY 06 Total			\$ 4,942,537		\$ 400,425		\$ 5,342,962	
FY 07 Total			\$ 3,749,203		\$ 333,937		\$ 4,083,140	
FY 08 Total			\$ 4,115,386		\$ 459,590		\$ 4,574,975	
FY 09 Total			\$ 4,071,344		\$ 365,944		\$ 4,437,288	
FY 10 Total			\$ 3,480,697		\$ 288,596		\$ 3,769,294	
FY 11 Total			\$ 2,546,627		\$ 210,824		\$ 2,757,450	
FY 12 Total			\$ 2,451,050		\$ 223,354		\$ 2,674,404	
FY 13 Total			\$ 2,095,394		\$ 205,833		\$ 2,301,226	
FY 14 Total			\$ 1,880,110		\$ 174,775		\$ 2,054,885	
FY 15 Total			\$ 1,632,890		\$ 176,181		\$ 1,809,071	
FY 16 Total			\$ 1,563,189		\$ 147,075		\$ 1,710,264	
FY 17 Total			\$ 1,562,390		\$ 150,882		\$ 1,713,272	
FY 18 Total			\$ 1,634,182		\$ 157,532		\$ 1,791,714	
FY 19	ASA	CO 65	\$ 1,759,400	\$ 194,223,223	\$ 164,626	\$ 18,695,569	\$ 1,924,026	\$ 212,918,791
FY 19	(R10 - 9)	CO 54 / SPLIT	\$ 15,438	\$ 194,238,660	\$ 0	\$ 18,695,569	\$ 15,438	\$ 212,934,229
FY 19	ASA	CO 68	\$ (57,675)	\$ 194,180,985	\$ -	\$ 18,695,569	\$ (57,675)	\$ 212,876,554
FY 19 Total			\$ 1,717,163		\$ 164,626		\$ 1,881,789	
FY 20	ASA	CO 67	\$ 1,775,372	\$ 195,956,357	\$ 166,223	\$ 18,861,792	\$ 1,941,595	\$ 214,818,149
FY 20	(R10 - 9)	CO 54 / SPLIT	\$ 5,660	\$ 195,962,018	\$ (0)	\$ 18,861,792	\$ 5,660	\$ 214,823,809
FY 20	ASA	CO 70	\$ 175,000	\$ 196,137,018	\$ -	\$ 18,861,792	\$ 175,000	\$ 214,998,809
FY 20	ASA	CO 71	\$ (73,634)	\$ 196,063,384	\$ -	\$ 18,861,792	\$ (73,634)	\$ 214,925,176
FY 20 Total			\$ 1,882,399		\$ 166,223		\$ 2,048,622	
FY 21	ASA	CO 69	\$ 1,719,419	\$ 197,782,804	\$ 160,629	\$ 19,022,421	\$ 1,880,048	\$ 216,805,224
FY 21	(R10 - 9)	CO 54 / SPLIT	\$ 13,984	\$ 197,796,788	\$ (0)	\$ 19,022,420	\$ 13,984	\$ 216,819,208
FY 21	ASA	CO 72	\$ 170,000	\$ 197,966,788	\$ -	\$ 19,022,420	\$ 170,000	\$ 216,989,208
FY 21	CLOSEOUT	CO 74	\$ (100,111)	\$ 197,866,676	\$ -	\$ 19,022,420	\$ (100,111)	\$ 216,889,097
FY 21 Total			\$ 1,803,292		\$ 160,629		\$ 1,963,921	
FY 22	ASA	CO 73	\$ 1,835,879	\$ 199,702,555	\$ 172,210	\$ 19,194,630	\$ 2,008,089	\$ 218,897,185
FY 22	(R10 - 9)	CO 54 / SPLIT	\$ 69,131	\$ 199,771,686	\$ -	\$ 19,194,630	\$ 69,131	\$ 218,966,316
FY 22	ASA		\$ -	\$ 199,771,686	\$ -	\$ 19,194,630	\$ -	\$ 218,966,316
FY 22 Total			\$ 1,905,010		\$ 172,210		\$ 2,077,220	
FY 23	ASA	CO 75	\$ 2,049,052	\$ 201,820,738	\$ 189,925	\$ 19,384,555	\$ 2,238,977	\$ 221,205,293
FY 23	(R10 - 9)	CO 54 / SPLIT	\$ -	\$ 201,820,738	\$ -	\$ 19,384,555	\$ -	\$ 221,205,293
FY 23			\$ -	\$ 201,820,738	\$ -	\$ 19,384,555	\$ -	\$ 221,205,293
FY 23 Total			\$ 2,049,052		\$ 189,925		\$ 2,238,977	
Grand Total			\$ 201,820,739		\$ 19,384,556		\$ 221,205,295	
Total of all Base exclusive of R10			\$ 200,333,360		\$ 19,230,340		\$ 219,563,700	
R10 Totals			\$ 1,487,379		\$ 154,216		\$ 1,641,595	

SUMMARY OF CONTRACT VALUES

PCH CWO:

DESCRIPTION	DIRECT COST	RUNNING TOTAL DIRECT COST	FIXED FEE	RUNNING TOTAL FIXED FEE	CWO TOTAL	RUNNING TOTAL CWO
FY 02 Total	\$ 1,758,838		\$ 140,099		\$ 1,898,937	
FY 03 Total	\$ 3,183,381		\$ 307,669		\$ 3,491,050	
FY 04 Total	\$ 3,189,176		\$ 339,883		\$ 3,529,059	
FY 05 Total	\$ 490,130		\$ 34,093		\$ 524,223	
FY 06 Total	\$ 528,227		\$ 27,709		\$ 555,936	
FY 07 Total	\$ 111,812		\$ 10,787		\$ 122,599	
FY 08 Total	\$ 110,794		\$ 11,838		\$ 122,632	
FY 09 Total	\$ 27,734		\$ 11,838		\$ 39,572	
FY 10 Total	\$ 55,064		\$ 8,914		\$ 63,978	
FY 11 Total	\$ 68,375		\$ 9,473		\$ 77,848	
FY 12 Total	\$ 43,133		\$ 2,066		\$ 45,199	
FY 13 Total	\$ 76,836		\$ 7,997		\$ 84,833	
FY 14 Total	\$ 65,738		\$ 7,554		\$ 73,292	
FY 15 Total	\$ 16,429		\$ 3,133		\$ 19,562	
FY 16 Total	\$ -		\$ -		\$ -	
Grand Total	\$ 9,725,666		\$ 923,053		\$ 10,648,719	

SUMMARY OF CONTRACT VALUES

SR 47 CWO:

DESCRIPTION		DIRECT COST	RUNNING TOTAL DIRECT COST	FIXED FEE	RUNNING TOTAL FIXED FEE	CWO TOTAL	RUNNING TOTAL CWO
FY 02 Total		\$ 715,367		\$ 62,321		\$ 777,688	
FY 03 Total		\$ 1,479,222	\$ 2,194,589	\$ 138,600	\$ 200,921	\$ 1,617,822	
FY 04 Total		\$ 401,173		\$ 33,083		\$ 434,256	
FY 05 Total		\$ 2,370,581		\$ 189,925		\$ 2,560,505	
FY 06 Total		\$ 1,901,388		\$ 85,153		\$ 1,986,541	
FY 07 Total		\$ 2,187,304		\$ 143,149		\$ 2,330,453	
FY 08 Total		\$ 2,399,265		\$ 138,680		\$ 2,537,945	
FY 09 Total		\$ 2,056,700		\$ 148,500		\$ 2,205,200	
FY 10 Total		\$ 2,053,959		\$ 201,332		\$ 2,255,292	
FY 11 Total		\$ 1,531,589		\$ 148,592		\$ 1,680,181	
FY 12 Total		\$ 944,613		\$ 86,600		\$ 1,031,213	
FY 13 Total		\$ 496,611		\$ 55,734		\$ 552,345	
FY 14 Total		\$ 619,218		\$ 71,587		\$ 690,805	
FY 15 Total		\$ 407,749		\$ 32,965		\$ 440,714	
FY 16 Total		\$ 371,599		\$ 36,251		\$ 407,849	
FY 17 Total		\$ 347,879		\$ 37,517		\$ 385,397	
FY 18 Total		\$ 393,101		\$ 37,863		\$ 430,965	
FY 19	CO 47	\$ 468,149	\$ 21,145,466	\$ 39,303	\$ 1,687,156	\$ 507,452	\$ 22,832,622
FY 19	CO 50	\$ (117,379)	\$ 21,028,087	\$ -	\$ 1,687,156	\$ (117,379)	\$ 22,715,243
FY 19 Total		\$ 350,770		\$ 39,303		\$ 390,073	
FY 20	CO 49	\$ 467,308	\$ 21,495,395	\$ 39,219	\$ 1,726,375	\$ 506,527	\$ 23,221,770
FY 20	CO 52	\$ (175,000)	\$ 21,320,395	\$ -	\$ 1,726,375	\$ (175,000)	\$ 23,046,770
FY 20	CO 53	\$ (89,397)	\$ 21,230,998	\$ -	\$ 1,726,375	\$ (89,397)	\$ 22,957,373
FY 20 Total		\$ 202,911		\$ 39,219		\$ 242,130	
FY 21	CO 51	\$ 470,339	\$ 21,701,337	\$ 39,522	\$ 1,765,897	\$ 509,861	\$ 23,467,234
FY 21	CO 54	\$ (170,000)	\$ 21,531,337	\$ -	\$ 1,765,897	\$ (170,000)	\$ 23,297,234
FY 21	CLOSEOUT CO 56	\$ (102,181)	\$ 21,429,156	\$ -	\$ 1,765,897	\$ (102,181)	\$ 23,195,053
FY 21 Total		\$ 198,158		\$ 39,522		\$ 237,680	
FY 22	CO 55	\$ 401,974	\$ 21,831,130	\$ 33,710	\$ 1,799,607	\$ 435,684	\$ 23,630,737
FY 22			\$ 21,831,130		\$ 1,799,607		\$ 23,630,737
FY 22 Total		\$ 401,974		\$ 33,710		\$ 435,684	
FY 23	CO 57	\$ 261,359	\$ 22,092,489	\$ 19,649	\$ 1,819,256	\$ 281,008	\$ 23,911,745
FY 23			\$ 22,092,489		\$ 1,819,256		\$ 23,911,745
FY 23 Total		\$ 261,359		\$ 19,649		\$ 281,008	
Grand Total		\$ 22,092,490		\$ 1,819,255		\$ 23,911,745	

SUMMARY OF CONTRACT VALUES

ALL ACET CWO's:

DESCRIPTION			DIRECT COST	RUNNING TOTAL DIRECT COST	FIXED FEE	RUNNING TOTAL FIXED FEE	CWO TOTAL	RUNNING TOTAL CWO
FY 95 - FY 00 Total			\$ 116,698,430		\$ 11,661,536		\$ 128,359,966	
FY 01 Total			\$ 16,400,097		\$ 1,390,504		\$ 17,790,601	
FY 02 Total			\$ 7,674,237		\$ 682,140		\$ 8,356,377	
FY 03 Total			\$ 14,117,777		\$ 1,287,250		\$ 15,405,027	
FY 04 Total			\$ 7,692,917		\$ 811,808		\$ 8,504,725	
FY 05 Total			\$ 7,743,234		\$ 648,429		\$ 8,391,663	
FY 06 Total			\$ 7,372,152		\$ 513,287		\$ 7,885,439	
FY 07 Total			\$ 6,048,319		\$ 487,873		\$ 6,536,191	
FY 08 Total			\$ 6,625,445		\$ 610,108		\$ 7,235,552	
FY 09 Total			\$ 6,155,778		\$ 526,282		\$ 6,682,060	
FY 10 Total			\$ 5,589,721		\$ 498,842		\$ 6,088,563	
FY 11 Total			\$ 4,146,591		\$ 368,888		\$ 4,515,479	
FY 12 Total			\$ 3,438,796		\$ 312,020		\$ 3,750,816	
FY 13 Total			\$ 2,668,841		\$ 269,564		\$ 2,938,404	
FY 14 Total			\$ 2,565,066		\$ 253,916		\$ 2,818,982	
FY 15 Total			\$ 2,057,068		\$ 212,279		\$ 2,269,347	
FY 16 Total			\$ 1,934,787		\$ 183,326		\$ 2,118,113	
FY 17 Total			\$ 1,910,269		\$ 188,400		\$ 2,098,669	
FY 18 Total			\$ 2,027,283		\$ 195,396		\$ 2,222,679	
FY 19	ASA	CO 65	\$ 1,759,400	\$ 224,626,206	\$ 164,626	\$ 21,266,474	\$ 1,924,026	\$ 245,892,680
FY 19	SR47	CO 47	\$ 468,149	\$ 225,094,355	\$ 39,303	\$ 21,305,777	\$ 507,452	\$ 246,400,132
FY 19	ASA (R10) 9	CO 54/SPLIT-9	\$ 15,438	\$ 225,109,793	\$ 0	\$ 21,305,777	\$ 15,438	\$ 246,415,570
FY 19	ASA	CO 68	\$ (57,675)	\$ 225,052,118	\$ -	\$ 21,305,777	\$ (57,675)	\$ 246,357,895
FY 19	SR47	CO 50	\$ (117,379)	\$ 224,934,739	\$ -	\$ 21,305,777	\$ (117,379)	\$ 246,240,516
FY 19 Total			\$ 2,067,933		\$ 203,929		\$ 2,271,863	
FY 20	ASA	CO 67	\$ 1,775,372	\$ 226,710,111	\$ 166,223	\$ 21,472,000	\$ 1,941,595	\$ 248,182,111
FY 20	SR47	CO 49	\$ 467,308	\$ 227,177,419	\$ 39,219	\$ 21,511,220	\$ 506,527	\$ 248,688,638
FY 20	ASA (R10) 9	CO 54/SPLIT-9	\$ 5,660	\$ 227,183,079	\$ (0)	\$ 21,511,219	\$ 5,660	\$ 248,694,298
FY 20	ASA	CO 70	\$ 175,000	\$ 227,358,079	\$ -	\$ 21,511,219	\$ 175,000	\$ 248,869,298
FY 20	SR47	CO 52	\$ (175,000)	\$ 227,183,079	\$ -	\$ 21,511,219	\$ (175,000)	\$ 248,694,298
FY 20	ASA	CO 71	\$ (73,634)	\$ 227,109,446	\$ -	\$ 21,511,219	\$ (73,634)	\$ 248,620,665
FY 20	SR47	CO 53	\$ (89,397)	\$ 227,020,048	\$ -	\$ 21,511,219	\$ (89,397)	\$ 248,531,268
FY 20 Total			\$ 2,085,309		\$ 205,442		\$ 2,290,751	
FY 21	ASA	CO 69	\$ 1,719,419	\$ 228,739,468	\$ 160,629	\$ 21,671,848	\$ 1,880,048	\$ 250,411,316
FY 21	SR47	CO 51	\$ 470,339	\$ 229,209,807	\$ 39,522	\$ 21,711,370	\$ 509,861	\$ 250,921,177
FY 21	ASA (R10) 9	CO 54/SPLIT-9	\$ 13,984	\$ 229,223,791	\$ (0)	\$ 21,711,370	\$ 13,984	\$ 250,935,161
FY 21	ASA	CO 72	\$ 170,000	\$ 229,393,791	\$ -	\$ 21,711,370	\$ 170,000	\$ 251,105,161
FY 21	SR47	CO 54	\$ (170,000)	\$ 229,223,791	\$ -	\$ 21,711,370	\$ (170,000)	\$ 250,935,161
FY 21	ASA	CO 74	\$ (100,111)	\$ 229,123,679	\$ -	\$ 21,711,370	\$ (100,111)	\$ 250,835,049
FY 21	SR47	CO56	\$ (102,181)	\$ 229,021,498	\$ -	\$ 21,711,370	\$ (102,181)	\$ 250,732,868
FY 21 Total			\$ 2,103,631		\$ 200,150		\$ 2,303,781	
FY 22	ASA	CO73	\$ 1,835,879	\$ 230,857,377	\$ 172,210	\$ 21,883,580	\$ 2,008,089	\$ 252,740,957
FY 22	SR47	CO 55	\$ 401,974	\$ 231,259,352	\$ 33,710	\$ 21,917,290	\$ 435,684	\$ 253,176,641
FY 22	ASA (R10) 9	CO 54/SPLIT-9	\$ 69,131	\$ 231,328,482	\$ -	\$ 21,917,290	\$ 69,131	\$ 253,245,772
FY 22 Total			\$ 2,306,984		\$ 205,920		\$ 2,512,904	
FY 23	ASA	CO75	\$ 2,049,052	\$ 233,377,534	\$ 189,925	\$ 22,107,214	\$ 2,238,977	\$ 255,484,749
FY 23	SR47	CO 57	\$ 261,359	\$ 233,638,893	\$ 19,649	\$ 22,126,863	\$ 281,008	\$ 255,765,757
FY 23	ASA (R10) 9	CO 54/SPLIT-9	\$ -	\$ 233,638,893	\$ -	\$ 22,126,863	\$ -	\$ 255,765,757
FY 23 Total			\$ 2,310,411		\$ 209,574		\$ 2,519,985	
Grand Total			\$ 233,638,895		\$ 22,126,864		\$ 255,765,759	
Total of all CWO's exclusive of R10			\$ 232,151,516		\$ 21,591,888		\$ 254,124,164	

M · E · M · O

Alameda Corridor Transportation Authority

June 16, 2022

To:	Governing Board
From:	Kevin L. Scott, Chief Financial Officer
Subject:	<i>Fiscal Year 2022/2023 Final Budget (APPROVAL)</i>

Recommendation:

Adopt the final Fiscal Year 2022/2023 (FY23) Budget and appropriate cash spending of \$151,607,453.

Discussion:

The FY23 cash budget of \$151.7 million includes debt service of \$122.1 million (consisting of \$37.8 million in principal payments and \$84.3 million in interest payments) and other expenditures as outlined below.

	<u>Cash Spending</u>	
	<u>FY23</u>	<u>Budget</u> <u>FY22</u>
Debt Service	\$122,060,946	\$116,462,896
Administrative Expenses	6,994,268	6,888,521
EPA Pass Thru	170,212	156,203
Public Benefit Spending	4,437,000	4,854,562
Maintenance of Way Expenses	17,945,027	16,667,824
	<u>\$151,607,453</u>	<u>\$145,030,006</u>

The Budget also details a number of non-cash expenditures, for which no Board appropriation is necessary. These items include:

	<u>Non-Cash Spending</u>	
	<u>FY23</u>	<u>FY22</u>
Debt Service – Accrued CAB Interest	\$39,979,832	\$22,335,333
Depreciation	20,985,164	20,984,164
	<u>\$60,964,996</u>	<u>\$43,319,497</u>



Revenue Summary

Operating Revenue during FY23 is forecasted to be \$94.7 million. The largest component of Revenue, \$84.1 million, is from Use Fees and Container Charges as established in the 1998 Use and Operating Agreement (UOA), as amended. There is an additional \$10.6 million of Maintenance of Way Charges which are paid by the railroads. Rates are forecast to escalate by 4.5%, which is the maximum annual CPI adjustment provided in the Use & Operating Agreement (the actual CPI adjustment will be taken from October 2022 and may be higher). ACTA TEU volumes are based on our *ACTA Forecast Model -Low Scenario* results, which show decline by 8% for the first six months of the fiscal year compared to that period in 2021, and decline by 0% for the remaining six months compared to that period in 2022; the declines are relative to the anomalous growth during FY22.

Other Revenue comprise reimbursable components, the largest of which is reimbursement by Caltrans of \$4.4 million in funds advanced by ACTA for the SR-47 project; Investment Income, mostly from the Bank of America Forward Delivery Agreement, and interest earnings on debt service reserve funds totaling \$0.5 million. The other components, totaling \$0.36 million, are reimbursements to ACTA from PierPass, Crimson Oil, Dolores Crossover-UPRR, Long Beach Pier B, miscellaneous flagging for the railroads, and office space provided to ACET.

Spending Summary

Administrative Expenses have varied over ACTA's history, which provides a context for the coming year. Significant reductions in administrative and operating costs were made in the 2010 timeframe, and these costs have remained fairly stable in recent years, with some increasing trend for cost-of-living adjustments to salaries and benefits, and maintenance and upgrade of the Revenue Assessment/Verification System. ACTA strives to reduce costs and efficiently provide necessary services.

The table below details Administrative Expenses by Expense Type, comparing the FY23 Budget to both FY22 Estimated Actual and FY22 Budget. The FY23 Budget proposes a 1.5% increase over the FY22 Budget.

	<u>Administrative Expenses by Type</u>		% Change FY 2023 Budget to		
	FY 2023 Budget	FY 2022 Est. Actual	FY 2022 Budget	FY 2022 Est. Actual	FY 2022 Budget
Salaries	1,812,228	1,592,405	1,768,849	13.8%	2.5%
Benefits	978,649	727,126	1,060,518	34.6%	-7.7%
Office Expenses	486,235	454,872	488,372	6.9%	-0.4%
Other Management Exp	95,550	45,561	91,200	109.7%	4.8%
Information Technologies	221,900	203,539	266,316	9.0%	-16.7%
Bank and Investment	175,000	149,496	164,000	17.1%	6.7%
ACET Operating	1,667,684	1,264,577	1,440,038	31.9%	15.8%
Audit	196,470	188,476	207,475	4.2%	-5.3%
Legal	830,000	591,683	880,000	40.3%	-5.7%
Governmental Affairs	83,397	80,518	78,676	3.6%	6.0%
Professional Services	447,155	414,518	443,077	7.9%	0.9%
Total Admin Expense	\$6,994,268	\$5,712,771	\$6,888,521	22.4%	1.5%

Some notable information on the FY23 Administrative Expenses is described as follows:

Salaries: ACTA staff annual compensation adjustment of 4.5% CPI. ACTA executive biannual compensation adjustment of 7.5% CPI. The net increase to FY23 Budget reflects 2.5% due to COLA and staffing changes.

Information Technologies: Decreases in FY23 due to the overall completion of the accounting system replacement, with only small as-needed services remaining.

Audit: Decreases in FY23 because the preponderance of the specialized consultant services for the new accounting software required in FY22 should be completed by end of FY22.

Pass Through Expenses include two items for FY23 Budget: 1) EPA Order related to the Crimson Oil Pipeline, project flagging and other miscellaneous support budgeted at \$170,200, and 2) ACTA's Public Benefit Project Expenses budgeted for \$4.4 million. The expenditures incurred by ACTA are fully reimbursed by Crimson or other entities for item 1, and Caltrans for item 2, through Cooperative Agreements between the agencies.

Port Advances

Use Fees & Container Charges during FY23 have been projected at \$84.1 million. Use Fees & Container Charge revenue are forecast to be insufficient to fund debt service during FY23. A Shortfall Advance in the amount of approximately \$5,000,000 is required for the fiscal year ending FY23. Each Port is responsible for one-half of the Shortfall Advance, approximately \$2,500,000. Revenues are also presently forecast to be insufficient to pay the full cost of funding the Reserve Account and paying Administrative Costs. Unless certain actions are taken prior to September 13, 2022, the Ports will also be requested to provide a voluntary Port Advance in the amount of \$13,000,000, or \$6,500,000 per Port.

ACTA is evaluating various options to possibly restructure, modify, acquire and/or refund all or a portion of its outstanding bonds (the "Potential Target Bonds") through, among other possibilities, the issuance by ACTA of bonds (the "Potential Refunding Bonds"). The issuance of any Potential Refunding Bonds prior to September 15, 2022 may reduce or eliminate the need for any Shortfall Advance and Port Advance in FY23 and could also reduce or eliminate the need for any Shortfall Advances and/or Port Advances in FY24, FY25 and FY26.

Following adoption of the FY23 Budget, staff will prepare the final budget document for distribution, and post the authorized budget to the ACTA website.

Adoption of the FY23 Budget, as presented is recommended.

Co-General Counsel:

ACTA's Co-General Counsel has reviewed this Board Report and there are no legal issues at this time.

Transmittal:

Transmittal 1 - Proposed FY2023 Budget

Transmittal 2 - Proposed FY2023 Budget Presentation

Proposed FY2023 Budget

Presented to ACTA Governing Board

June 16, 2022



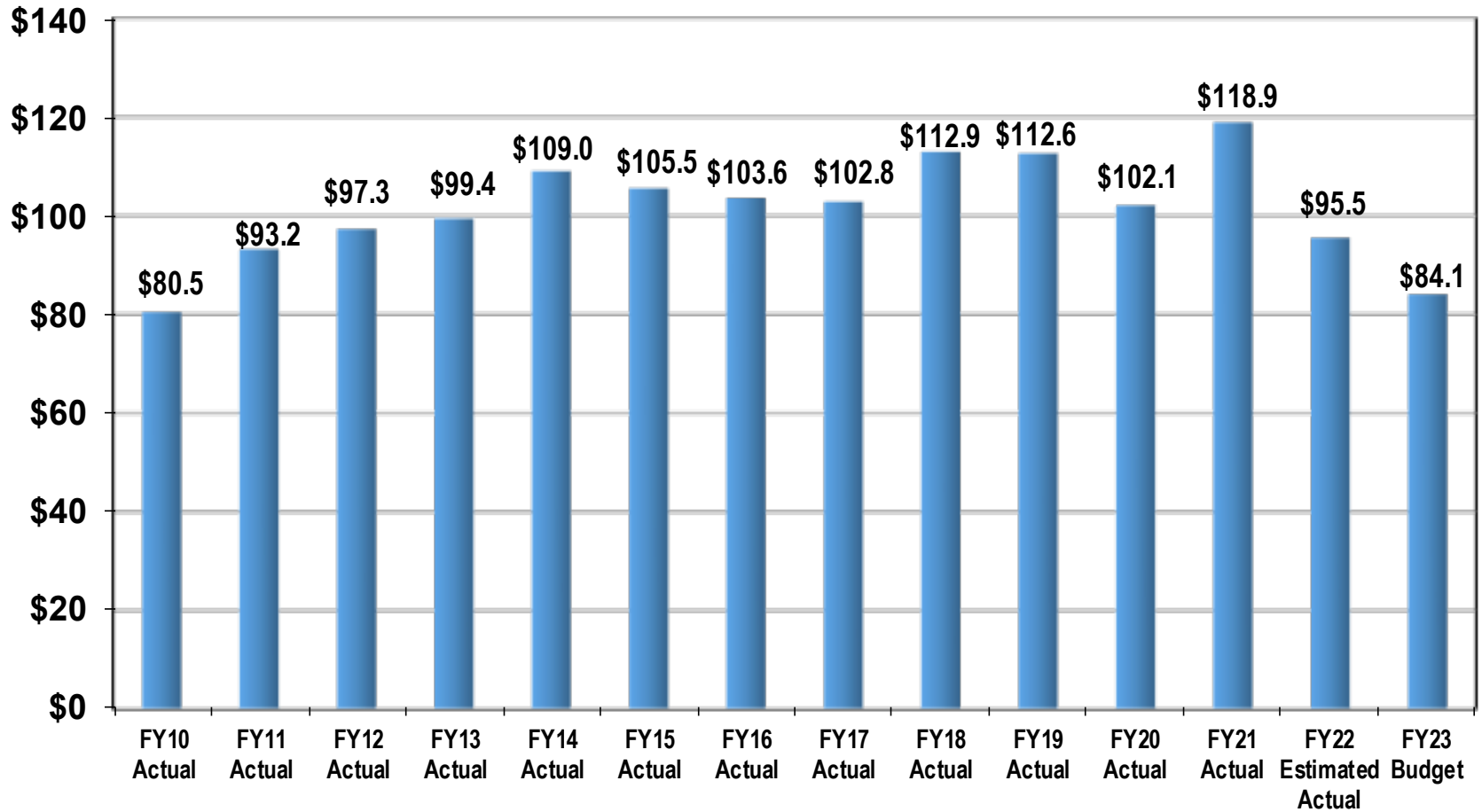
**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
OPERATING BUDGET SUMMARY**

	FY 2023		FY 2022	
	Budget	Estimated Actual	Budget	
San Pedro Bay TEUs (000)	12,101	12,593	11,673	
ACTA TEUs (000)	2,982	3,289	3,980	
<hr/>				
Revenues				
Operating Revenues				
Use Fees & Container Charges	\$ 84,060,112	\$ 95,502,447	\$ 107,114,222	
Maintenance-of-Way Charges	10,626,662	7,651,708	8,661,444	
Total Operating Revenues	94,686,774	103,154,155	115,775,666	
Other Revenues	5,243,655	561,994	7,444,499	
Total Sources of Funds	99,930,429	103,716,149	123,220,165	
<hr/>				
Expenses				
Salaries	1,812,228	1,592,405	1,768,849	
Benefits	978,649	727,126	1,060,518	
Office Expenses	486,235	454,872	488,372	
Other Management Expenses	95,550	45,561	91,200	
Information Technologies	221,900	203,539	266,316	
Bank and Investment	175,000	149,496	164,000	
ACET Administrative Support	1,667,684	1,264,577	1,440,038	
Audit	196,470	188,476	207,475	
Legal	830,000	591,683	880,000	
Government Affairs	83,397	80,518	78,676	
Professional Services	447,155	414,518	443,077	
Total Administrative Expenses	6,994,268	5,712,771	6,888,521	
Pass Thru Expenses & EPA Order	170,212	168,909	156,203	
Expenses for Public Benefit	4,437,000	371,813	4,854,562	
Total Admin, EPA, and Public Benefit Expenses	11,601,480	6,253,493	11,899,287	
Total Maintenance-of-Way Expenses	17,945,027	14,380,006	16,667,824	
Subtotal Admin, EPA, Public Benefit, and MOW Expenses	29,546,507	20,633,499	28,567,111	
Financing Interest	124,227,515	107,052,638	107,052,638	
Depreciation and Amortization Expenses	20,985,164	20,984,164	20,984,164	
Total Operating Expenses	174,759,186	148,670,301	156,603,913	
Income (loss)	\$ (74,828,757)	\$ (44,954,152)	\$ (33,383,748)	

Total Use & Container Charges Comparison

Millions

15.8% 4.4% 2.1% 9.7% -3.2% -1.8% -0.8% 9.8% -0.3% -9.3% 16.5% -19.7% -11.9%



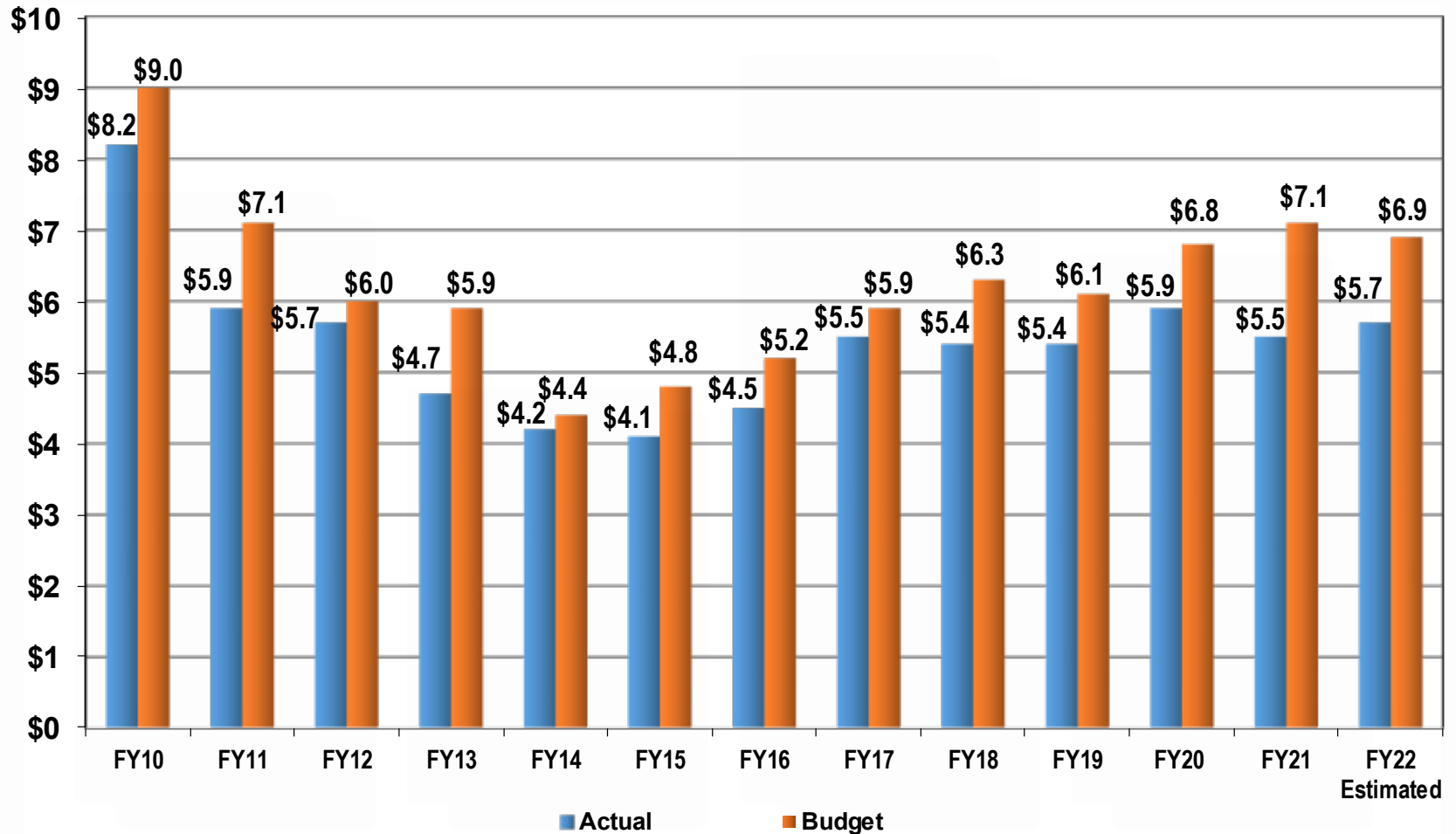
ACTA Revenues *
Projected using ACTA Imputed TEUs
LOW CASE

Month	San Pedro Bay Loaded TEUs		Imputed TEUs			Fee	Actual and Projected Revenues
	San Pedro Bay Loaded Waterborne Total	San Pedro Bay Loaded Waterborne Growth Rate	Imputed TEUs Divided By Loaded TEUs	ACTA Imputed TEUs	ACTA Imputed TEUs Growth Rate	Actual Loaded Rate / TEU	Actual Reconciled / Forecasted Unreconciled
Jul-21	1,053,691	-4.0%	33.3%	351,276	5.2%	26.72	\$11,343,994
Aug-21	1,113,875	-2.2%	30.3%	338,015	-8.1%	26.72	\$9,058,764
Sep-21	1,024,790	-8.5%	29.1%	298,530	-18.0%	26.72	\$9,031,771
Oct-21	1,072,752	-8.1%	25.2%	269,822	-29.1%	26.72	\$8,569,513
Nov-21	958,400	-12.5%	24.5%	234,390	-37.7%	26.72	\$7,209,661
Dec-21	928,727	-17.0%	27.0%	250,424	-34.1%	26.72	\$6,410,903
Jan-22	1,039,787	0.2%	23.7%	246,326	-33.5%	27.92	\$6,899,380
Feb-22	1,027,784	2.0%	23.0%	236,436	-25.3%	27.92	\$6,877,411
Mar-22	1,148,442	-1.1%	25.2%	289,559	-23.9%	27.92	\$6,601,286
Apr-22	1,051,964	-4.0%	24.0%	252,471	-32.8%	27.92	\$8,566,244
May-22	1,176,654	-4.0%	24.0%	282,397	-26.9%	27.92	\$7,048,997
Jun-22	996,363	-4.0%	24.0%	239,127	-39.3%	27.92	\$7,884,523
FY2022							\$95,502,447
Jul-22	969,396	-8.0%	24.0%	232,655	-33.8%	27.92	\$6,676,428
Aug-22	1,024,765	-8.0%	24.0%	245,944	-27.2%	27.92	\$6,495,729
Sep-22	942,806	-8.0%	24.0%	226,274	-24.2%	27.92	\$6,866,746
Oct-22	986,932	-8.0%	24.0%	236,864	-12.2%	27.92	\$6,317,558
Nov-22	881,728	-8.0%	24.0%	211,615	-9.7%	27.92	\$6,613,232
Dec-22	854,429	-8.0%	24.0%	205,063	-18.1%	27.92	\$5,908,285
Jan-23	1,039,787	0.0%	25.2%	262,026	6.4%	28.76	\$5,725,360
Feb-23	1,027,784	0.0%	25.2%	259,002	9.5%	28.76	\$7,535,248
Mar-23	1,148,442	0.0%	25.2%	289,407	-0.1%	28.76	\$7,448,262
Apr-23	1,051,964	0.0%	25.2%	265,095	5.0%	28.76	\$8,322,662
May-23	1,176,654	0.0%	25.2%	296,517	5.0%	28.76	\$7,623,491
Jun-23	996,363	0.0%	25.2%	251,083	5.0%	28.76	\$8,527,111
FY2023							\$84,060,112

* Actual Reconciled and Projected Unreconciled

Net Administrative Expense Comparison Budget vs. Actual FY10 to FY22

Millions



**Alameda Corridor Transportation Authority
Estimated Cash Flow-Budget
FY2023**

Beginning Cash 7/1/2022 - Budget \$ 14,880,321

Receipts:

Use Fee & Containers Charges	\$ 84,060,112
M&O and Other Revenue	<u>11,263,105</u>
Total Receipts	95,323,217

Disbursements:

Debt Service Payments	122,060,946
Operating and M&O Expenses	<u>24,939,296</u>
Total Disbursements	147,000,242

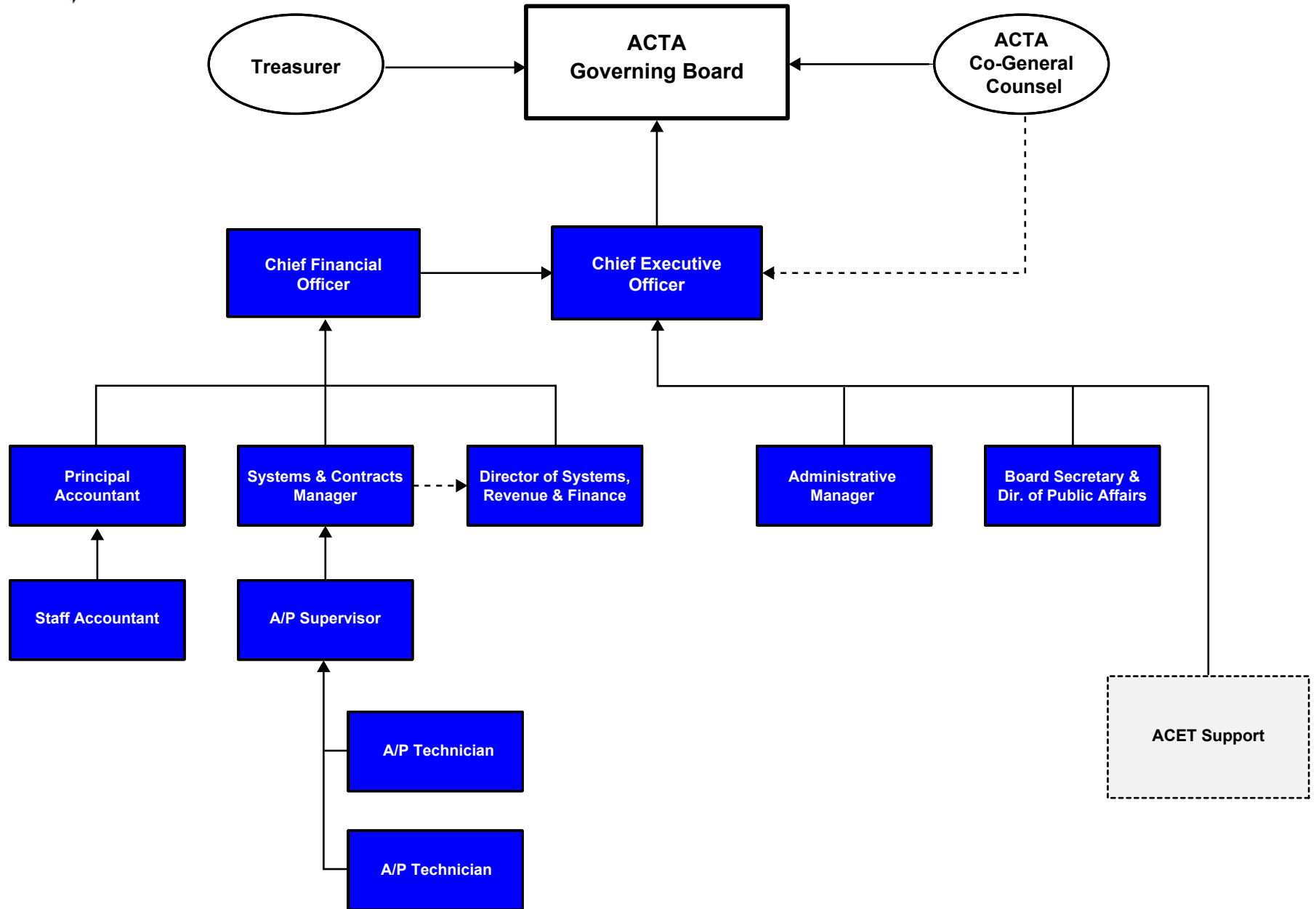
Cash Flow for the Year (51,677,024)

Estimated Ending Cash 6/30/2023 \$ (36,796,704)



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

EMPLOYEE ORGANIZATIONAL CHART



Item 6

FY23 Proposed Budget



Budget Assumptions

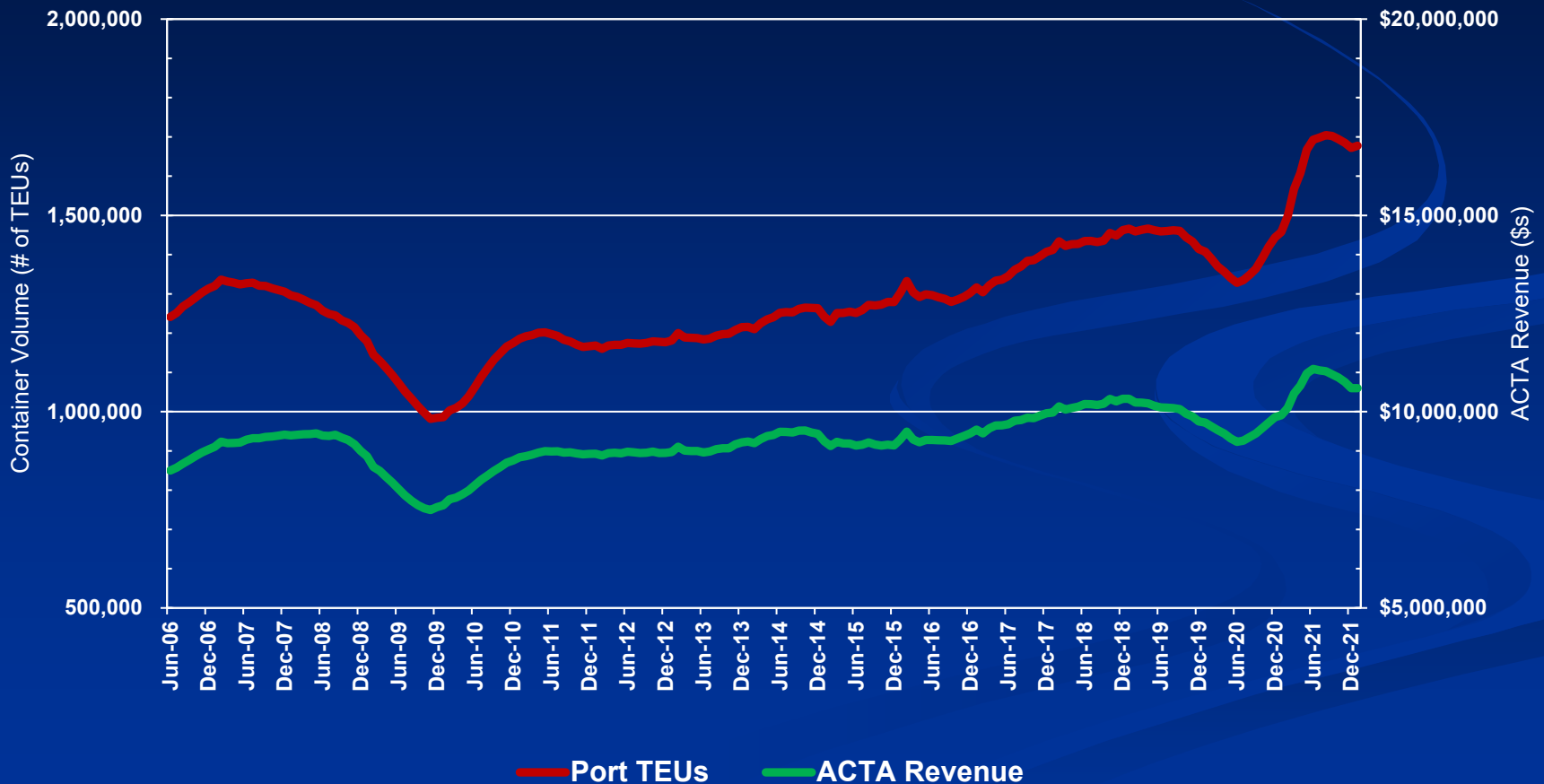
- Projected revenues based on:
 - 4.5% CPI fee increase
 - Assumption of month over month decline of 8% in volume starting in July 2022 through December 2022 compared to surge volumes in same period 2021, and change of 0% for January through June 2023.
- ACTA staff annual compensation adjustment 4.5% CPI
- ACTA executive biennial compensation adjustment 7.5% CPI
- ACTA staffing level 11 full-time
- ACET staffing provided to meet needs of operations and field support – 6 full-time, 1 part-time; plus miscellaneous specialty support as needed.

Budget Assumptions

- Core ACTA functions include corridor maintenance, revenue collection, payment of obligations, and servicing of debt
- No new professional service contracts are anticipated
- M&O budget figures based upon 2022 calendar year budget approved through the Notice of Mutual Agreement process

ACTA Revenue is Highly Correlated to TEUs

12- Month Moving Averages



Operating Budget Summary

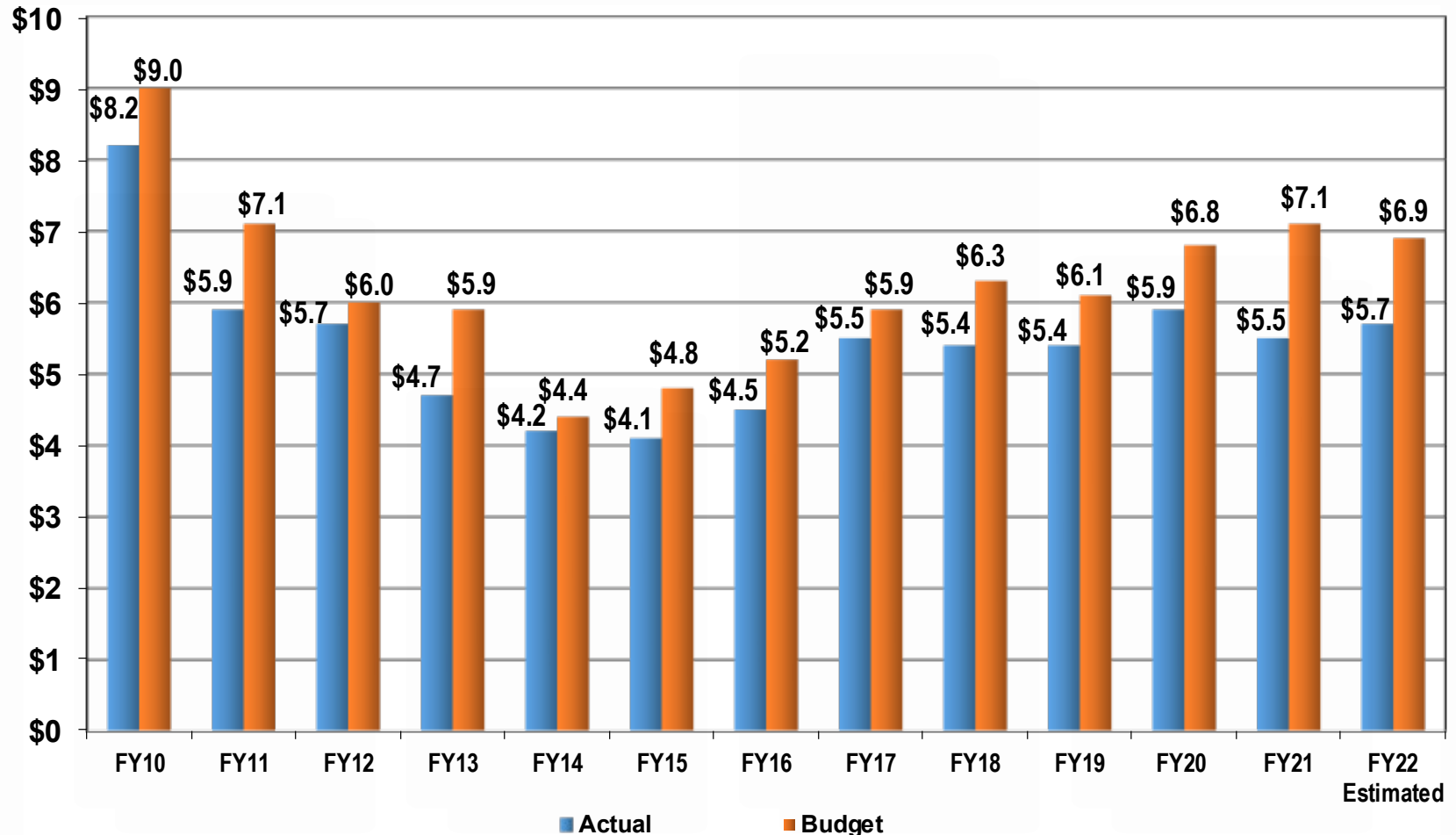
Revenue

(x1000)

	FY 2023 <i>Budget</i>	FY 2022 <i>Estimated Actual</i>	FY 2022 <i>Budget</i>
San Pedro Bay TEUs	12,101	12,593	11,673
ACTA TEUs	2,982	3,289	3,980
Operating Revenue			
Use Fees and Container Charges	\$ 84,060	\$ 95,502	\$ 107,114
Maintenance-of-Way Charges	<u>10,627</u>	<u>7,652</u>	<u>8,661</u>
Total Operating Revenue	\$ 94,687	\$ 103,154	\$ 115,775
Other Revenue	<u>5,243</u>	<u>562</u>	<u>7,445</u>
Total Revenue	<u>\$ 99,930</u>	<u>\$ 103,716</u>	<u>\$ 123,220</u>

Net Administrative Expense Comparison Budget vs. Actual FY10 to FY22

Millions



Net Administrative Expense Comparison Budget FY10 to FY23

Millions




Administrative Spending by Expense Type

	FY 2023 <i>Budget</i>	FY 2022 <i>Estimated Actual</i>	FY 2022 <i>Budget</i>
Salaries	\$ 1,812,228	\$ 1,592,405	\$ 1,768,849
Benefits	978,649	727,126	1,060,518
Office Expenses	486,235	454,872	488,372
Other Management Expenses	95,550	45,561	91,200
Information Technologies	221,900	203,539	266,316
Bank and Investment	175,000	149,496	164,000
ACET Administrative Support	1,667,684	1,264,577	1,440,038
Audit	196,470	188,476	207,475
Legal	830,000	591,683	880,000
Governmental Affairs	83,397	80,518	78,676
Professional Services	<u>447,155</u>	<u>414,518</u>	<u>443,077</u>
Total Administrative Expenses	\$ 6,994,268	\$ 5,712,771	\$ 6,888,521

M E M O

Alameda Corridor Transportation Authority

June 16, 2022

To:	Governing Board
From:	Michael C. Leue, Chief Executive Officer 
Subject:	<i>Approve and Adopt the ACTA Officer and Employee Publicly Available Pay Schedule</i>

Recommendation:

Staff requests that the Governing Board approve and adopt the attached Publicly Available Pay Schedule (Transmittal 2) for ACTA's Officers and Employees effective July 1, 2022. The Pay Schedule sets the range of salaries allowed for each ACTA position.

Background:

The California Public Employee Retirement System (CalPERS) requires its member agencies to have each agency's governing body approve its employee Pay Schedule and thereafter make it publicly available. This item is brought before the Governing Board for approval to update the past Governing Board-approved Pay Schedule and to comply with CalPERS requirements.

Note that in addition to approving the Pay Schedule, the ACTA Governing Board separately approves the salary budget line item during each annual budget approval process.

Discussion:

ACTA ORGANIZATION

ACTA's Organization Chart is shown in Transmittal 1.

The Principal Accountant has adopted some responsibilities previously assigned to the Controller (position eliminated in 2021), and will also be responsible for supervising the Staff Accountant. The Controller formerly provided oversight of the Principal Accountant; in the updated organization, the Principal Accountant will provide oversight of the Staff Accountant.

The Systems and Contracts Manager will undertake certain contract management responsibilities previously assigned to the Controller, and will also be responsible for supervising the Accounts Payable Supervisor.



In addition, the hiring of two subordinate positions, AP Supervisor and Staff Accountant, have fulfilled ACTA's current financial administrative needs while also facilitating succession planning for the future.

The responsibilities of the former Director of Government & Community Affairs will be filled by ACTA's Director of Public Affairs who has transitioned from part-time to full-time employee status.

PAY SCHEDULE

ACTA currently has a salary budget and Pay Schedule for 11 positions including two officers and nine employees. The salary ranges for each position have historically been established by comparing the salaries for ACTA's position descriptions with relatively equivalent City of Los Angeles employee positions. The proposed pay schedules are in line with, but not exactly the same as, the City of Los Angeles ranges because the City salaries take into consideration certain contractually negotiated terms and conditions that do not carry over to employment at ACTA. Therefore, the proposed salary ranges for each position also consider consumer price index changes and the Board's approved budget for the upcoming fiscal year. The resulting ACTA Pay Schedule applies a 6% increase to the Maximum limit for each position. Transmittal 2 shows ACTA's proposed Pay Schedule for ACTA Governing Board approval.

Budget Impact:

The approval of ACTA's Pay Schedule will not directly impact ACTA's budget.

Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed this board report and there are no legal issues at this time.

Transmittals:

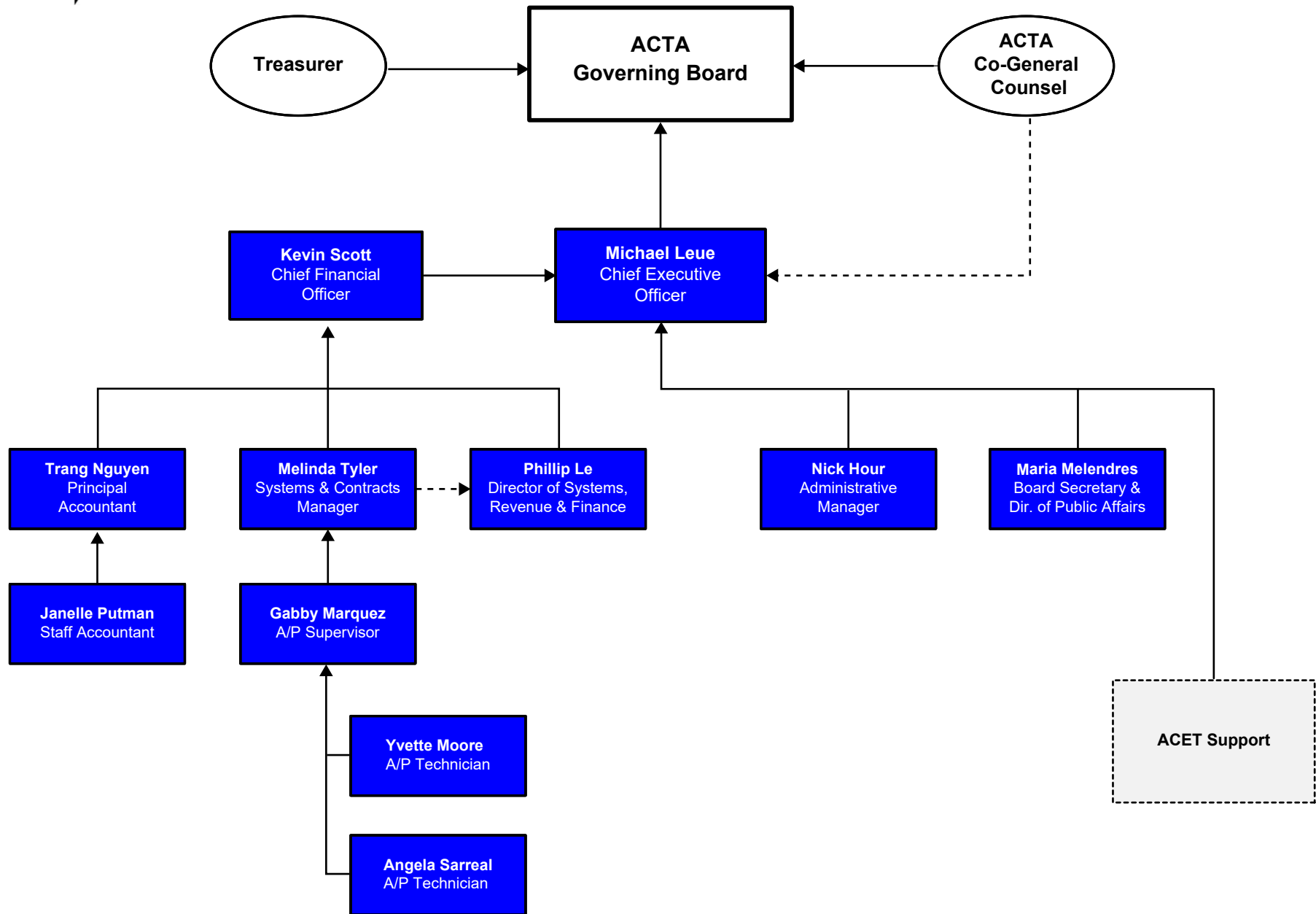
Transmittal 1 – ACTA Organization Chart

Transmittal 2 – ACTA Pay Schedule Effective FY23



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

EMPLOYEE ORGANIZATIONAL CHART



ACTA Publicly Available Pay Schedule


Effective 07/01/2022

FLSA Exempt	Rate Type for PERS Reporting	Position	Pay Schedule			
			Minimum	Maximum	Minimum	Maximum
			Annual	Annual	Hourly	Hourly
Yes	Monthly	Chief Executive Officer	\$214,207	\$319,044	\$102.98	\$153.39
Yes	Monthly	Chief Financial Officer	\$181,990	\$271,060	\$87.50	\$130.32
Yes	Monthly	Dir. of Systems, Revenue & Finance	\$155,054	\$230,933	\$74.55	\$111.03
Yes	Monthly	Principal Accountant	\$130,875	\$194,901	\$62.92	\$93.70
Yes	Monthly	Staff Accountant	\$74,708	\$113,474	\$35.92	\$54.55
No	Monthly	Dir. of Public Affairs	\$112,668	\$167,788	\$54.17	\$80.67
Yes	Monthly	Accounts Payable Supervisor	\$90,285	\$137,179	\$43.41	\$65.95
Yes	Monthly	Administrative Manager	\$81,912	\$126,975	\$39.38	\$61.05
Yes	Monthly	Systems & Contracts Manager	\$115,257	\$175,114	\$55.41	\$84.19
No	Monthly	Accounts Payable Technician	\$68,924	\$104,732	\$33.14	\$50.35

M · E · M · O

Alameda Corridor Transportation Authority

June 16, 2022

To:	Governing Board
From:	Michael C. Leue, Chief Executive Officer 
Subject:	<i>APPROVE Reimbursement Agreement with Union Pacific Railroad for Construction Related Services on Dolores Yard Crossover Project</i>

Recommendation:

Authorize the Chief Executive Officer or his designee to execute the Reimbursement Agreement with the Union Pacific Railroad Co. (UPRR), wherein ACTA agrees to perform certain reimbursable services for UPRR's Dolores Yard Crossover Project in accordance with the project Memorandum of Agreement. The reimbursements by UPRR will be for costs associated with construction on ACTA right-of-way, design review and administration in the amount of \$1,065,000 to be expended by ACTA and its contractors.

Discussion:

UPRR is proposing to replace and reconstruct an existing connection from the south end of its Dolores Yard to the ACTA tracks near Watson Crossing (adjacent to Lomita Boulevard). The project is known as the UPRR Dolores Yard Crossover Project (Project). Work will consist of replacing an existing 1400' long track segment connecting the former SP San Pedro Track to the Dolores Industrial Lead and ACTA Track #3 with a 1200' long segment connecting ACTA Track #3 with the Dolores Yard ladder track. The Project will provide a more efficient way of moving trains into and out of UPRR's Dolores Yard, which is a key marshalling yard for building and breaking down intermodal trains to and from the Ports. The current track configuration causes considerable congestion on the ACTA mainline tracks while trying to maneuver trains into and out of the yard.

The UPRR proposed the Project and engaged ACTA in support of the Project beginning in 2016 when the Governing Board approved a Project Letter Agreement covering reimbursement by UPRR to ACTA for the early development efforts through the approval of a Memorandum of Agreement (MOA) and completion of the environmental review process under CEQA.

The MOA required approval among the five UOA signatories, which includes both ports, both railroads and ACTA. The MOA has been executed by those parties; the ACTA Governing Board approved the MOA on November 15, 2021 along with the CEQA Notice of Exemption. In addition, UPRR will be required to obtain permits from the Ports for entry onto their jointly owned property.



ACTA Development Services

As described in the Dolores Yard Crossover MOA, and as set forth in the Reimbursement Agreement (attached as Transmittal 1), ACTA and its contractors shall complete ACTA's Work on the Project, including: Pre-construction Design Review; Construction Close-out Approval; Flagging; Track Construction on ACTA Right-of-Way; Railroad Signal Design and Installation; Fencing; Traffic Control; and Project Administration. The work is expected to occur in the second half of 2022 and first half of 2023.

Budget Impact:

The Program Budget will be amended to include the Reimbursement Agreement costs, but there will be no net impact because funds will come out of ACTA's LAIF Account, which will be replenished with the UPRR reimbursement payments.

Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed and approved the Reimbursement Agreement as to form.

Transmittals:

Transmittal 1 – Dolores Yard Crossover Reimbursement Agreement

AGREEMENT NO. _____

BETWEEN THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY
AND
UNION PACIFIC RAILROAD COMPANY

This AGREEMENT ("Agreement") is made and entered into by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a joint powers authority acting by and through its Governing Board ("ACTA"), and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, 1400 Douglas Street, Omaha, NE 68179 ("Union Pacific").

WHEREAS, ACTA, Union Pacific, BNSF Railway Company, the City of Los Angeles and the City of Long Beach entered into a Dolores Yard Crossover Project Memorandum of Agreement ("Dolores Yard MOA") dated November 29, 2021, for the purpose of providing the terms and conditions pursuant to which a Union Pacific project known as the "Dolores Yard Crossover Project" ("Project") would be designed, constructed, operated and maintained; and

WHEREAS, the Project is located on property owned by Union Pacific adjacent to and connected with the Alameda Corridor, and requires certain track and signal modifications located on Alameda Corridor property; and

WHEREAS, ACTA is undertaking certain portions of the Project for design review, construction monitoring, and closeout approvals and performing construction services for work located on Alameda Corridor Right-of-Way ("ACTA Work"); and

WHEREAS, ACTA and Union Pacific desire to execute this Agreement providing the terms and conditions pursuant to which ACTA will complete the ACTA Work and Union Pacific will reimburse ACTA for the costs and expenses associated with such work;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Work to be Completed by ACTA

1. As described in the Dolores Yard Crossover MOA, set forth in Exhibit A and made a part of this Agreement, ACTA and its contractors shall complete ACTA's Work on the Project.

2. A detailed Scope of Work, Budget Estimate and Schedule for ACTA's Work is set forth in Exhibit B and made a part of this Agreement.

3. As set forth below ACTA shall perform ACTA's Work by its own forces

and its contractors (including ACET; RailWorks Track Services, Inc. and its authorized subcontractors; and Pacific Railway Enterprises, Inc.).

a) The Parties agree that no notice to proceed from Union Pacific shall be required before ACTA may begin pre-construction design review.

b) Union Pacific shall issue a written notice to ACTA authorizing ACTA to begin the construction and installation for ACTA's Work on the Project.

c) Union Pacific shall provide written notice to ACTA prior to Union Pacific starting its construction work on the Project so that ACTA may proceed with final design review and approval.

d) Union Pacific shall provide written notice to ACTA upon completion of Union Pacific's construction on the Project so that ACTA may proceed with final Project close-out approval.

II. Union Pacific Reimbursement of ACTA Costs

1. As described in the Dolores Yard Crossover MOA, and more fully detailed in Exhibit B, Union Pacific shall reimburse ACTA one hundred percent (100%) of the actual costs and expenses incurred by ACTA with respect to ACTA's Work.

2. The total estimated budget for ACTA's Work as set forth in Exhibit B is One Million Sixty-Five Thousand Dollars (\$1,065,000.00). Any increase in the estimated budget for ACTA's Work shall be evidenced by a revised exhibit in the manner set forth in Paragraph 3 of this Section.

3. During the term of this Agreement, ACTA shall provide Union Pacific with periodic updates (but no less than monthly) with respect to any anticipated or proposed changes to the budget or schedule of ACTA's Work. Any revised cost estimates exceeding 10% of the then current budget shall be agreed upon by ACTA's Chief Executive Officer and Union Pacific and added as an exhibit to this Agreement. Such exhibits shall be labeled as "Exhibit B-1" (and so on numerically), dated, and added to Exhibit B of this Agreement. Such revised exhibit(s) shall not otherwise require a written amendment to this Agreement, except however, a written amendment will be required if and when the total budget increase exceeds 25% of the original budget set forth in Paragraph 2 of this Section (i.e., total budget increase exceeding \$266,250).

4. On a monthly basis, ACTA shall submit invoice(s) and supporting documentation of ACTA's Work completed in the prior month, along with subcontractor invoices received during that prior month, to Union Pacific for reimbursement. The invoices and supporting documentation shall contain sufficient detail and clarity to indicate the portions of ACTA's Work that were completed during the invoicing period.

5. As set forth in the Dolores Yard Crossover MOA, within thirty (30) days of

receipt of any invoice from ACTA, Union Pacific shall tender payment in full to ACTA.

6. ACTA shall submit a final reconciled invoice to Union Pacific within 180 days after the completion of ACTA's Work. The final billing shall be in the form of an itemized statement of the total costs for ACTA's Work, less amounts covered by advance payments. Within 30 days after receipt of the final reconciled invoice, Union Pacific shall pay ACTA all amounts evidenced by such invoice in full.

III. Indemnification and Insurance

The Parties agree that indemnification and insurance obligations of either Party shall be as set forth in the Amended and Restated Alameda Corridor Use and Operating Agreement, dated December 15, 2016, and the Dolores Yard Crossover MOA.

IV. Effective Date and Term

1. The effective date of this Agreement shall be the date of its execution by ACTA's CEO upon authorization of the ACTA Governing Board.

2. This Agreement shall be in full force and effect commencing from the date of ACTA's CEO execution and shall continue until two (2) years have lapsed from the effective date of this Agreement.

IV. Miscellaneous Provisions

1. Notices: Any Notice to be given by each Party to the other shall be in writing and delivered in person or by United States Mail, registered or certified, postage prepaid, return receipt requested, addressed to the Party for whom intended, as follows:

To ACTA:

Alameda Corridor Transportation Authority
ATTN: Michael C. Leue, P.E. CEO
3760 Kilroy Airport Way, Suite 200
Long Beach, CA 90806

To Union Pacific:

Union Pacific Railroad Company
ATTN: Craig Whitely, Manager – Project Design
1400 Douglas Street, Stop 0910
Omaha, NE 68179

2. Force Majeure: The performance of the obligations of the Parties under this Agreement except for the payment of monies owed, shall be excused while, and to the extent that, a Party is prevented from complying therewith, in whole or in part, by a

strike, fire, war, civil disturbance, act of God; by federal, state or municipal law; by any rule, regulation or order of a governmental agency, by inability to secure equipment and materials; or any other cause or causes beyond the reasonable control of that Party. Neither Parties shall be required, against their respective wills to adjust or settle any labor dispute in order to meet any obligation imposed hereunder.

3. Interpretation: Neither this Agreement nor any provision hereof shall be interpreted for or against any of the parties on the basis that said party or parties drafted the provision in question, nor on the basis of a previous draft or drafts of the provision in question.

4. Successors and Assigns: This Agreement and all of its terms, provisions, covenants and conditions, except as otherwise expressly provided in this Agreement, shall inure to the benefit of and be binding upon the personal representatives, successors and assignees of the Parties hereto.

5. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules, and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

6. Conflicts between Agreements: In the event of a conflict or ambiguity between the terms of this Agreement and the terms of the Dolores Yard Crossover MOU, the terms of the Dolores Yard Crossover MOU shall prevail.

6. Amendments and Modifications: Other than as set forth in Section II, Paragraph 3, the terms of this Agreement may be modified only by written amendment approved by the Parties, subject to all applicable approval processes required by either Party.

7. Counterparts: This Agreement may be executed electronically and in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

/////

/////

/////

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

UNION PACIFIC RAILROAD
COMPANY

Date: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

APPROVED AS TO FORM

_____, 2022
MICHAEL N. FEUER, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

Exhibit A

Dolores Yard Crossover
Memorandum of Agreement

**ALAMEDA CORRIDOR - DOLORES YARD CROSSOVER PROJECT
MEMORANDUM OF AGREEMENT**

THIS AGREEMENT (this "Agreement") is made and entered into as of November 29, 2021 by and among the **Alameda Corridor Transportation Authority** ("ACTA"), the **City of Los Angeles, acting by and through its Board of Harbor Commissioners** ("POLA"), the **City of Long Beach, acting by and through its Board of Harbor Commissioners** ("POLB" and, together with POLA, the "**Ports**"), the **BNSF Railway Company** ("BNSF") and **Union Pacific Railroad Company** ("UP" and, together with BNSF, the "**Railroads**"), with reference to the following Recitals:

RECITALS

WHEREAS, pursuant to California Government Code Section 6500 et seq. (the "Act") and the Amended and Restated Joint Exercise of Powers Agreement dated as of December 18, 1996 (as may be amended from time to time, the "JPA"), between the City of Long Beach and the City of Los Angeles, ACTA is authorized to develop and construct the Alameda Corridor (as defined in the JPA) and projects or facilities which are related to the Alameda Corridor;

WHEREAS, UP desires to undertake certain improvements and replacements to one of the Track connections between the Alameda Corridor and the Dolores Yard (each as defined in the Amended and Restated Use and Operating Agreement dated as of December 15, 2016 (as may be amended from time to time, the "Use and Operating Agreement")) that would enhance the efficiency and operations of the Alameda Corridor, which improvements and replacements are shown on Figure "A" hereto (the "Dolores Yard Crossover");

WHEREAS Section 7.4(a) of the Use and Operating Agreement provides that if any betterment, improvement or upgrade to the Track and/or Track Support Structures made after Substantial Completion (each as defined in the Use and Operating Agreement) will benefit only one of the Railroads, then only the Railroad so benefited shall pay the costs of such betterment, improvement or upgrade;

WHEREAS, ACTA, the Ports and the Railroads desire to execute this Agreement providing the terms and conditions pursuant to which the Dolores Yard Crossover will be designed, constructed, operated and maintained, consistent with the terms of the Use and Operating Agreement; and

WHEREAS, capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning set forth in the Use and Operating Agreement, by and among ACTA, the Ports and the Railroads.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Terms and Conditions Relating to Dolores Yard Crossover.

(a) **Design.** UP hereby agrees to prepare or cause to be prepared a design plan (the “Design Plan”) with respect to the Dolores Yard Crossover to be approved by ACTA prior to the start of construction, which approval will not be unreasonably withheld. UP agrees that the Design Plan shall be generally consistent with the existing Track Schematic Drawings and the current operations of the Alameda Corridor.

(b) **Construction.** ACTA shall cause its contractor(s) to construct and install the portion of the Dolores Yard Crossover that begins on the Rail Corridor (as defined in the Use and Operating Agreement) and ends at the Clear Point (i.e., the center line track separation of 15 feet, located 200 feet from point of switch of new turnout from ACTA Track 3) as shown on Figure B (the “Dolores Yard South End Connection”) in accordance with the Design Plan. The portion of the Dolores Yard Crossover which extends from the Dolores Yard to the Dolores Yard South End Connection as shown on Figure B shall hereinafter be referred to as “UP’s Portion.” ACTA shall also cause its contractor(s) to remove the existing turnout on the Rail Corridor and undertake any work related to such removal. All costs and expenses incurred by ACTA with respect to design, permitting, construction and installation work related to the Dolores Yard South End Connection and the removal of the existing turnout shall be fully reimbursed by UP as provided in Section 1(c) and Section 1(i) hereof. Prior to undertaking the work, ACTA shall deliver to UP for its review and approval, with such approval not being unreasonably withheld, a preliminary estimate of the anticipated costs and expenses associated with the construction and installation of the Dolores Yard South End Connection. During such construction and installation, ACTA shall provide UP with periodic updates (but no less than monthly) with respect to any anticipated or proposed changes to the costs and expenses associated with the work. UP shall construct and install the remaining portion of the Dolores Yard Crossover (also known as “UP’s Portion”) in accordance with the Design Plan.

UP agrees to notify and obtain written approval from ACTA, which approval will not be unreasonably withheld, at least ten (10) days prior to undertaking any work connected with the Dolores Yard Crossover that is adjacent (within 25 feet) to the Rail Corridor and to comply with all of ACTA’s safety procedures during the construction and installation of the Dolores Yard Crossover. At all times during the installation and construction process, ACTA and its representatives shall have access to the site and may monitor and inspect the progress of the work performed by UP and/or its contractors. ACTA shall have the right to approve of all work related to the Dolores Yard Crossover and may require UP to make corrections to any work which is noncompliant with the Design Plan and/or industry construction standards. All such work shall be performed in accordance with all applicable laws, regulations and orders. UP shall provide at least ten (10) days written notice to ACTA following completion of the work in order for ACTA and/or its representatives to inspect the completed project prior to the commencement

of operations.

ACTA shall cause its contractor(s) and/or consultant(s) to design and undertake all necessary modifications to the Rail Corridor's signal system in order to accommodate the Dolores Yard Crossover. The design of such modifications shall be subject to the review and approval by UP prior to such modifications being made, which approval shall not be unreasonably withheld. UP shall fully reimburse ACTA for such work as provided in Section 1(c) and Section 1(i) hereof.

ACTA and UP agree to cooperate in good faith in the scheduling and coordination of all work to the end that the construction of the Dolores Yard Crossover will progress as expeditiously as possible under the circumstances and with minimal, if any, interference with operations on the Rail Corridor.

(c) Cost. In accordance with Section 7.4(a) of the Use and Operating Agreement, UP agrees to be solely responsible for all costs and expenses directly associated with the permitting, design and construction of the Dolores Yard Crossover, including, without limitation, (i) removal of the existing turnout as provided in Section 1(b) and any other improvements and relocation or protection of any existing utilities or other third party facilities, (ii) construction and installation of the Dolores Yard South End Connection as provided in Section 1(b), (iii) modifications to the Rail Corridor's signal system as provided in Section 1(b), (iv) review and approval of the Design Plan, and (v) coordination and oversight of the work as provided in this Agreement. For clarity, any costs and expenses incurred by or on behalf of ACTA in connection with the foregoing shall be reimbursed by UP. ACTA shall deliver to UP a preliminary estimate of the anticipated costs and expenses associated with the work to be undertaken by ACTA or its contractors hereunder and shall thereafter provide UP with periodic updates (but no less than monthly) with respect to any anticipated or proposed changes to such costs and expenses.

(d) Use and Operation; Maintenance; Security. The Dolores Yard Crossover shall be used exclusively by UP or its agents for the purpose of operating trains to and from the Rail Corridor to UP's Dolores Yard consistent with the terms of the Use and Operating Agreement. UP shall have the exclusive right and obligation to dispatch and control Rail Freight Service on UP's Portion; provided, however, any Trains crossing or operating on the Rail Corridor shall be subject to the dispatching priority and dispatching control provisions of the Use and Operating Agreement. UP shall perform, at its sole cost and expense, such operations and dispatching on UP's Portion and shall order and direct the movement of all Trains using Trackage on UP's Portion in accordance with all applicable laws, rules and regulations.

In accordance with Section 8.4 of the Use and Operating Agreement, UP shall be solely responsible for all maintenance, repair and replacement of UP's Portion. The Dolores Yard South End Connection shall be maintained, repaired and replaced by ACTA and paid as M&O Charges in accordance with the terms of the Use and Operating Agreement. Except as expressly set forth in the immediately preceding sentence, none of ACTA, the Ports or BNSF

shall have any responsibility for inspecting, maintaining, servicing, replacing or repairing UP's Portion or any Trackage, Track Support Structures, trains or any other equipment used by UP on the property or in connection with the Dolores Yard Crossover.

UP shall be solely responsible for providing all security services and measures with respect to UP's Portion. UP assumes all risk of theft, vandalism or other damages to UP's Portion, and to lading or equipment owned or operated by UP, its employees, contractors, agents, representatives or freight shippers.

(e) Liability. For the purposes of the design, construction and operation of the Dolores Yard Crossover, UP hereby agrees to indemnify, defend and save harmless ACTA, the Ports and BNSF and each of them and their respective officers, directors (if applicable), employees, successors and assigns, agents and representatives (the "Indemnified Parties") for or on account of any liabilities, losses, actions, claims, damages, costs and judgments and all reasonable expenses incurred in connection therewith (including reasonable attorneys' fees) (collectively, "Losses") which may result directly or indirectly from any act or omission of UP or its tenants, employees, agents, contractors, invitees, shippers or third parties relating to activities involved in the design and construction of the Dolores Yard Crossover or this Agreement and the use of UP's Portion, including, without limitation, Losses for (i) damage to property, (ii) injury to or death of any person, (iii) a breach by UP of the terms of this Agreement or any other agreement affecting or governing the design and construction of the Dolores Yard Crossover, or of any law, ordinance or regulation, or a failure by UP to obtain or maintain any license, permit, franchise or other governmental approval required by law, or (iv) the presence during the term hereof of UP, its employees, agents, contractors, invitees, shippers or affiliates, or UP trains or equipment on or around the Track or Track Support Structures, it being understood and agreed that all risk of such Losses shall be and is hereby assumed by UP, except to the extent such Losses are the result of the gross negligence or willful misconduct of the Indemnified Party. UP hereby acknowledges and agrees that no approval or consent provided by ACTA pursuant to this Agreement shall relieve UP of its liability obligations hereunder. The provisions of this Section 1(e) shall survive the termination of this Agreement.

(f) Hazardous Substances. As used in this Agreement, the term "Hazardous Substance" means any product, substance, chemical, material or waste, the presence, nature, quantity and/or intensity of which, either by itself or in combination with other materials on UP's Portion, is either: (i) potentially injurious to the public health, safety or welfare, or the environment or UP's Portion; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of the ACTA, the Ports, or BNSF to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, any substance or material deemed hazardous or toxic pursuant to any federal or state statute or regulation. UP shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees at any time to handle, use, manufacture, store, release or dispose of any Hazardous Substances in or about UP's Portion. UP also agrees to provide to ACTA a surety bond to assure removal of such Hazardous Substances from UP's Portion if at any time ACTA demands such bond and in an amount determined by ACTA in its

sole and absolute discretion.

During the design and construction of the Dolores Yard Crossover and UP's use and occupancy of UP's Portion, UP shall notify, in addition to appropriate regulatory agencies, ACTA within two (2) days following the release of any Hazardous Substances onto or from UP's Portion. Upon the release, discharge or spill of any Hazardous Substances arising from or caused by UP, its employees, agents, invitees or affiliated predecessors in interest, UP, at its cost, shall promptly remove and/or remediate and dispose of all such Hazardous Substances in accordance with the provisions below, and restore UP's Portion, to the extent practicable, to the condition it was in prior to the release of the Hazardous Substances.

If UP discovers or believes that any material being excavated from UP's Portion, to the extent such portion is on Port property, contains any Hazardous Substances, UP, at its cost, shall: (i) promptly notify ACTA of UP's discovery or belief; (ii) at the request of ACTA, initiate chemical and/or physical analyses of the suspected Hazardous Substances; (iii) promptly submit all laboratory or other test results upon receipt thereof to ACTA; (iv) develop and submit, for approval by ACTA, a remediation plan providing for the disposal and/or treatment of the hazardous materials; (v) treat and dispose of or remove the Hazardous Substances in accordance with all applicable federal, state and local laws; (vi) if Hazardous Substances are removed, replace the same with clean, structurally suitable fill material and cause the excavation to be backfilled and compacted; and (vii) promptly submit copies of all waste manifests to ACTA. Waste manifests shall identify UP and its contractors, not ACTA, the Ports or BNSF, as the generator of any Hazardous Substances removed pursuant to this provision.

(g) Approvals. UP hereby agrees that it shall obtain and maintain in effect all necessary approvals, consents, permits and licenses with respect to the design, construction, operation and maintenance of the Dolores Yard Crossover, including, without limitation, all necessary approvals under the California Environmental Quality Act (CEQA) and as required by the Ports. Approvals required by the Ports include, without limitation, Harbor Engineer's Permit for railroad elements of the project; joint revocable permits for the relocation of power lines; and joint revocable permits for construction access related to Valero retaining wall.

(h) Ownership of Improvements. UP shall retain ownership of the Dolores Yard Crossover improvements located on UP's property. Nothing in this Agreement shall be construed as granting or reserving to UP any interest or right in the property other than the rights expressly provided by this Agreement. Other than Trackage and Track Support Structures which removal has been provided for in this Agreement, UP shall not direct or remove any Trackage or Track Support Structures on property owned by or licensed to ACTA without ACTA's prior written consent, which consent shall not be unreasonably withheld or delayed.

(i) Invoicing and Payment. ACTA shall invoice UP for all costs and expenses incurred by or on behalf of ACTA in connection with the Dolores Yard Crossover. Within thirty (30) days of receipt of any invoice from ACTA, UP shall tender payment in full to ACTA.

Section 2. References to Dolores Yard South End Connection. The parties hereby agree that the Dolores Yard South End Connection as defined in Section 1(b) shall be deemed part of the Rail Corridor for purposes of the Use and Operating Agreement and all references to the connection at the south end of the Rail Corridor to the Dolores Yard in the Use and Operating Agreement and the UP C&M Agreement shall hereinafter be deemed to refer to the Dolores Yard South End Connection.

Section 3. Effect on Existing Project Agreements. Except as expressly set forth in this Agreement, this Agreement does not and is not intended to amend, change, alter or otherwise modify the provisions of the Use and Operating Agreement or the UP C&M Agreement. To the extent the terms of this Agreement conflict with the provisions of the Use and Operating Agreement, the provisions of the Use and Operating Agreement shall control.

Section 4. Term; Effectiveness. This Agreement shall become effective upon the execution by the parties hereto and shall remain in effect until the date on which the Use and Operating Agreement is terminated or expires.

Section 5. Severability. Each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law to the fullest extent possible. In the event, however, that any provision contained herein shall for any reason be held invalid, illegal or unenforceable in any respect, then, in order to effect the purposes of this Agreement it shall be construed as if such provision had never been contained herein and the remainder of this Agreement shall have full force and effect.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except have additional signature pages executed by other parties to this Agreement attached thereto.

Section 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts-of-law rules and principles of such State.

[Signatures on following page]

IN WITNESS WHEREOF, the parties to this Agreement have caused their duly authorized representatives to execute it as of the day and year first above written.

ALAMEDA CORRIDOR
TRANSPORTATION
AUTHORITY, a Joint Powers Authority

By: Michael Leue
Michael Leue
Chief Executive Officer

Approved as to form this 29th day
of November, 2021.

By: Heather McCloskey
Name: Heather M. McCloskey
Its: Co-General Counsel

Digitally signed by Heather McCloskey
Date: 2021.11.29 08:15:29 -08'00'

THE CITY OF LOS ANGELES, acting by
and through its Board of Harbor
Commissioners

By: _____
Name: _____
Its: _____

Approved as to form this _____ day
of _____, 2021.

By: _____
Name: _____
Its: _____

THE CITY OF LONG BEACH, acting by and
through its Board of Harbor Commissioners

By: _____
Name: _____
Its: _____

Approved as to form this _____ day
of _____, 2021.

By: _____
Name: _____
Its: _____

The BNSF RAILWAY COMPANY,
a Delaware corporation

By: _____
Name: _____
Its: _____

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties to this Agreement have caused their duly authorized representatives to execute it as of the day and year first above written.

ALAMEDA CORRIDOR
TRANSPORTATION
AUTHORITY, a Joint Powers Authority


Approved as to form this _____ day
of _____, 2021.

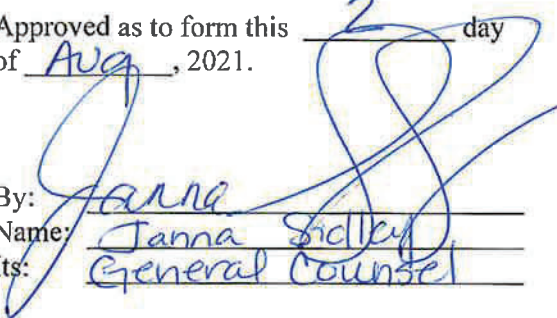
By: _____
Michael Leue
Chief Executive Officer

By: _____
Name: _____
Its: _____

THE CITY OF LOS ANGELES, acting by
and through its Board of Harbor
Commissioners

Approved as to form this 2 day
of Aug, 2021.

By: 
Name: Eugene D. Seroka
Its: Executive Director

By: 
Name: Janna Sidley
Its: General Counsel

THE CITY OF LONG BEACH, acting by and
through its Board of Harbor Commissioners

Approved as to form this _____ day
of _____, 2021.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

The BNSF RAILWAY COMPANY,
a Delaware corporation

By: _____
Name: _____
Its: _____

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: 
Name: ERIC GEHLINGER
Its: EVPO

IN WITNESS WHEREOF, the parties to this Agreement have caused their duly authorized representatives to execute it as of the day and year first above written.

ALAMEDA CORRIDOR
TRANSPORTATION
AUTHORITY, a Joint Powers Authority

Approved as to form this _____ day
of _____, 2021.

By: _____
Michael Leue
Chief Executive Officer

By: _____
Name: _____
Its: _____

THE CITY OF LOS ANGELES, acting by
and through its Board of Harbor
Commissioners

Approved as to form this _____ day
of _____, 2021.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

THE CITY OF LONG BEACH, acting by and
through its Board of Harbor Commissioners

Approved as to form this 1 day
of July, 2021.

By: Mario Cordero
Name: Mario Cordero
Its: Executive Director

By: Lauren Misason
Name: LAVREN MISASON
Its: DEPUTY CITY ATTORNEY

The BNSF RAILWAY COMPANY,
a Delaware corporation

By: _____
Name: _____
Its: _____

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties to this Agreement have caused their duly authorized representatives to execute it as of the day and year first above written.

ALAMEDA CORRIDOR
TRANSPORTATION
AUTHORITY, a Joint Powers Authority

Approved as to form this _____ day
of _____, 2021.

By: _____
Michael Leue
Chief Executive Officer

By: _____
Name: _____
Its: _____

THE CITY OF LOS ANGELES, acting by
and through its Board of Harbor
Commissioners

Approved as to form this _____ day
of _____, 2021.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

THE CITY OF LONG BEACH, acting by and
through its Board of Harbor Commissioners

Approved as to form this _____ day
of _____, 2021.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

The BNSF RAILWAY COMPANY,
a Delaware corporation

By: *Sarah W. Bailiff*
Name: SARAH W. BAILIFF
Its: AVP CONTRACTS & JOINT FACILITIES

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties to this Agreement have caused their duly authorized representatives to execute it as of the day and year first above written.

ALAMEDA CORRIDOR
TRANSPORTATION
AUTHORITY, a Joint Powers Authority

Approved as to form this _____ day
of _____, 2021.

By: _____
Michael Leue
Chief Executive Officer

By: _____
Name: _____
Its: _____

THE CITY OF LOS ANGELES, acting by
and through its Board of Harbor
Commissioners

Approved as to form this _____ day
of _____, 2021.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

THE CITY OF LONG BEACH, acting by and
through its Board of Harbor Commissioners

Approved as to form this _____ day
of _____, 2021.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

The BNSF RAILWAY COMPANY,
a Delaware corporation

By: _____
Name: _____
Its: _____

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: Eric
Name: ERIC GARRINGER
Its: EVPO

Figure A

Map of Dolores Yard Crossover Project

**DOLORES YARD CROSSOVER PROJECT
FIGURE A**

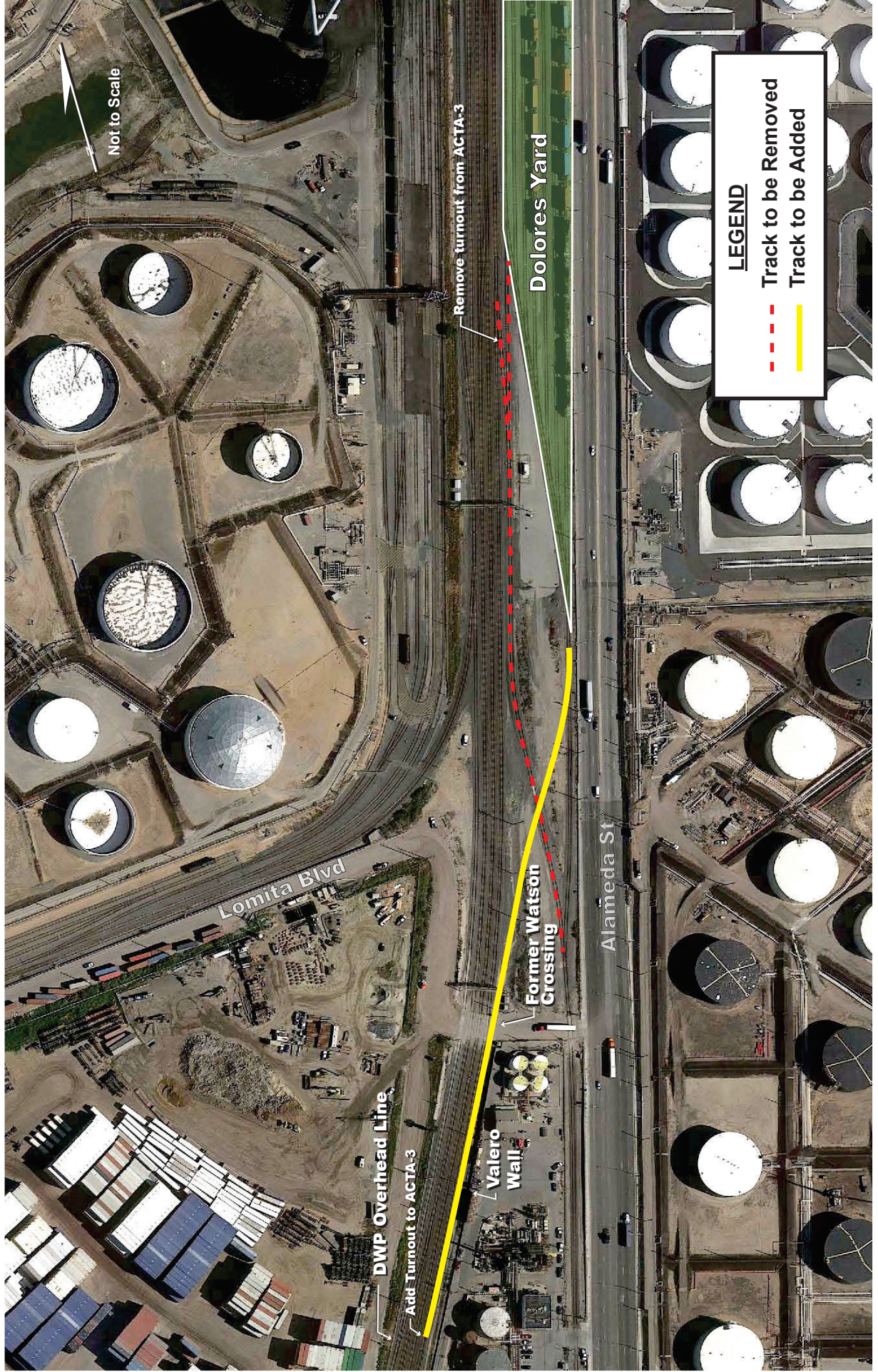


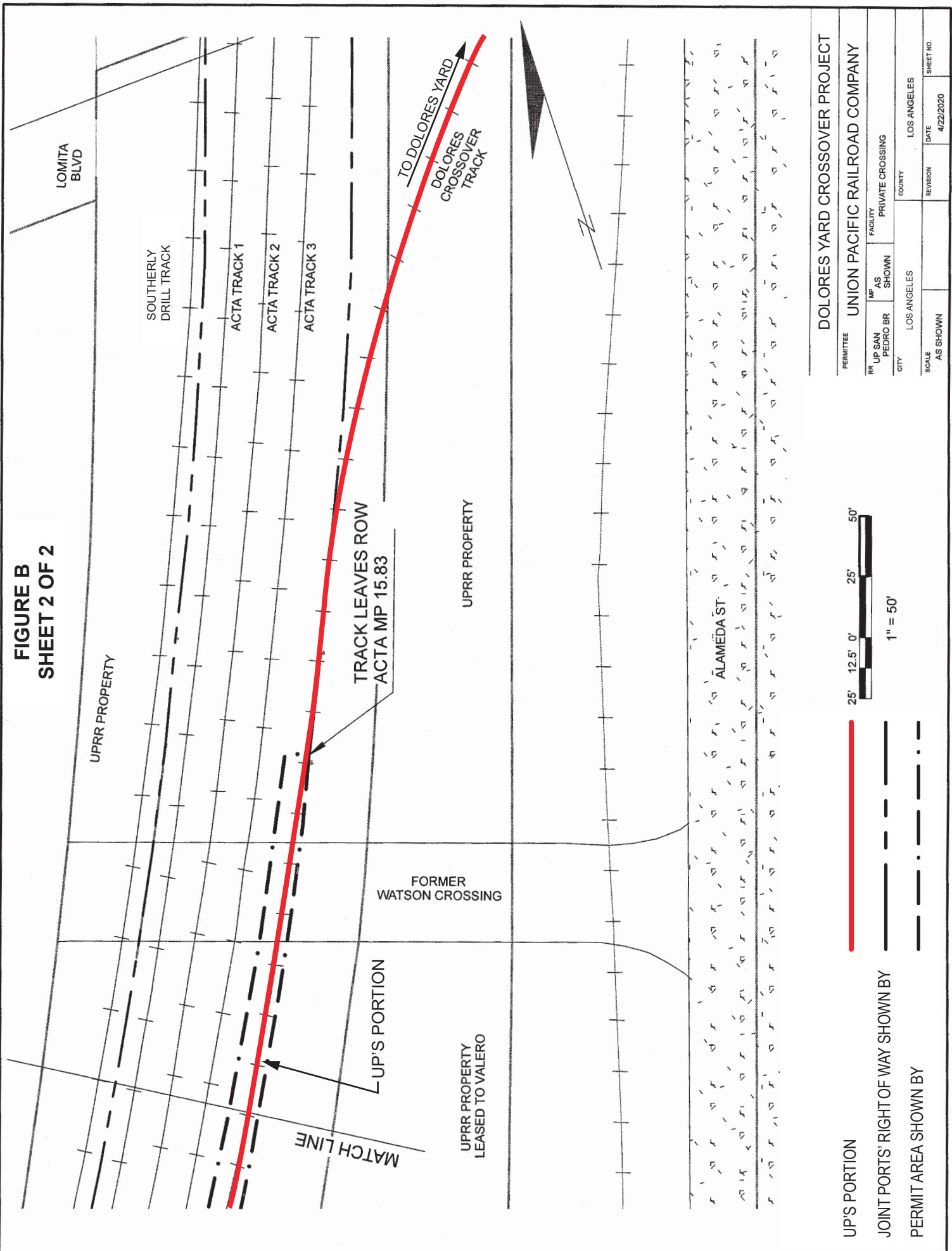
Figure B

Dolores Yard Crossover Project

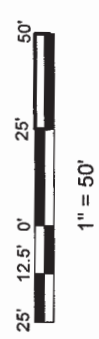
Showing Joint Ports Property and

Delineating ACTA's and UP's Portions

**FIGURE B
SHEET 2 OF 2**



DOLORES YARD CROSSOVER PROJECT			
PERMITTEE	UNION PACIFIC RAILROAD COMPANY		
RR	MP	FACILITY	
UP SAN PEDRO BR	AS SHOWN	PRIVATE CROSSING	
CITY	LOS ANGELES	COUNTY	LOS ANGELES
SCALE	AS SHOWN	REVISION	DATE
			4/22/2020
SHEET NO.		SHEET NO.	



- UP'S PORTION
- JOINT PORTS' RIGHT OF WAY SHOWN BY
- PERMIT AREA SHOWN BY

Exhibit B

Dolores Yard Crossover Project
Schedule, Scope of Work and Budget Estimate
for
ACTA's Work

Alameda Corridor Transportation Authority

Schedule for Construction Related Activities
for ACTA's Work

PROJECT: Dolores Yard Crossover Project

ACTA Engineering

Pre-construction Design Review	Effective date through start of construction (est. 3 months)
Construction Monitoring/Close-out Approval	Start of Construction through close-out (est. 6 months)
Administration	Effective date through close-out (est. 9 months)

Railworks Construction

Start of Construction through close-out (est. 6 months)

Pacific Railway Enterprises Work

Start of Construction through close-out (est. 6 months)

Alameda Corridor Transportation Authority
 Scope of Work and Budget for Construction Related Activities
 for ACTA's Work

PROJECT: Dolores Yard Crossover Project

ACTA Engineering

Pre-construction Design Review	20,000.00
Construction Close-out Approval	25,000.00
Administration (contract management, accounts payable)	15,000.00

Railworks Labor, Material and Equipment

Flagging & Construction	196,498.84
Weld Kits	4,125.00
Rental Equipment	29,900.00

Railworks Subcontractors

	Costs include mark-up
Hutcher (Concrete Panel Hoisting Services)	105,000.00
Surfacing Crew for Turnout Installation (1 day Travel, 2 days Tamp)	26,276.25
Highball Signal, Inc.	459,553.50
Fencing & Traffic Control (allowance for services as needed)	50,000.00

Pacific Railway Enterprises, Inc.

Final Signal Design for the various Control Points and Software Development	133,220.68
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Construction Estimate Total

1,064,574.27



RailWorks Track Services, Inc.
ACTA Project Office
1017 Foote Avenue
Wilmington, CA 90744

Mike Leue – Chief Executive Officer
Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, CA 90806

November 16, 2021

Subject: Agreement C0885
Serial Letter 431-01-19001-010

Re: Dolores Crossover Installation – Revised Budgetary Estimate

Mr. Leue,

RailWorks is issuing this letter as Rough Order of Magnitude (ROM) pricing to complete the track and signal work associated with the work UPRR is proposing for the Dolores Crossover installation. Below you will find a scope of work that we have based our pricing on.

Scope of Work: RailWorks budgetary estimate includes supervision, labor, supplies, equipment and the materials identified below to complete the following tasks.

1. Panelize and weld together a No. 11 turnout on a turnout installation pad that is constructed adjacent to the installation location by others. RailWorks assumes that the grading contractor hired by the UPRR to perform all site work will be best equipped to complete this task.
2. Remove sufficient track from Main 3 at the proposed turnout location, perform minor grading of the existing ballast section to support installation of the new turnout and install the new turnout. RailWorks will provide temporary jointed connections at each end of the turnout, dump ballast, and provide an initial surfacing pass through the turnout. Main Track 3 will be placed back into service after the installation to allow for some revenue service if needed.
3. RailWorks will return to perform a final surfacing through the turnout and then thermally re-adjust the track and make the closure welds at each end of the turnout.
4. RailWorks will remove the existing concrete grade crossing panels through Main Track 3 at Watson Road crossing to Raise Track to the design elevation provided in the plans. RailWorks will then re-install the previously removed concrete panels and re-open the crossing.
5. RailWorks will remove the No. 14 turnout that accesses Watson Yard from Main Track 3 and install a track panel to fill the void left by the removed turnout then dump ballast and make initial surfacing passes. RailWorks will return the following day to re-surface through the track location, thermally re-adjust the rails, and make all closure welds.
6. RailWorks has added a subcontractor to handle the concrete panels to avoid damage to adjacent tracks and provide for a timelier installation of all panels.
7. RailWorks pricing includes all signal work identified on the plans being completed by Corridor maintenance subcontractor Highball Signal.

Clarifications:

1. All materials except thermite weld kits are to be provided by UPRR.
2. All spoils from removed track and turnouts will be left on site for disposal by UPRR.
3. All survey and construction staking to be provided by others.

4. All budgetary pricing based on work being completed during the normal work week, Monday through Friday and during regular business hours without overtime considered except for the days we are installing track panels or have returned to surface and re-adjust.
5. RailWorks estimate only includes the scope identified as "By ACTA" on the Issued for Permitting plans dated 5/12/2021.
6. All work will be billed upon completion in accordance with the procedures set forth in the agreement. RailWorks considers this to be a unique scope of work and it should not fall into a regular billing cycle that may be delayed due to ongoing invoicing issues.
7. All track materials removed during track removals will be transported to ACTA Foote Avenue Yard for staging.

Total This Budgetary Proposal: \$ 821,353.59

Please see the attached cost detail for review. The total from the detail contained within the Highball Signal estimate is contained within the RailWorks estimate totaling the budgetary price above.

Please contact me at (310) 904-9141 or via email sent to jmccormack@railworks.com if you have any questions.

Thank you,

Josh McCormack

Josh McCormack
Contract Manager

Cc: EG, File

Cost
Code

Description

CTO - UPRR Watson Road Connection	U of M	QTY	Rate	Split	Total
Remove No. 14 Concrete Turnout Panel & Install 176 TF					
Superintendent	Hour	16	\$ 130.03	100%	\$ 2,080.48
Foreman	Hour	16	\$ 94.36	100%	\$ 1,509.76
Assistant Foreman	Hour	16	\$ 92.86	100%	\$ 1,485.76
Laborers	Hour	96	\$ 86.88	100%	\$ 8,340.48
Operators	Hour	64	\$ 115.94	100%	\$ 7,420.16
Superintendent Truck	Hour	16	\$ 13.00	100%	\$ 208.00
Foreman Truck	Hour	16	\$ 26.00	100%	\$ 416.00
Asst. Foreman Truck	Hour	16	\$ 13.00	100%	\$ 208.00
De-Stress While Making Final Welds					
Superintendent	Hour	8	\$ 130.03	100%	\$ 1,040.24
Foreman	Hour	8	\$ 94.36	100%	\$ 754.88
Assistant Foreman	Hour	8	\$ 92.86	100%	\$ 742.88
Laborers	Hour	32	\$ 86.88	100%	\$ 2,780.16
Operators	Hour	8	\$ 115.94	100%	\$ 927.52
Superintendent Truck	Hour	8	\$ 13.00	100%	\$ 104.00
Foreman Truck	Hour	8	\$ 26.00	100%	\$ 208.00
Asst. Foreman Truck	Hour	8	\$ 13.00	100%	\$ 104.00
Weld Track During Destressing - 4 Welds					
Welder	Hour	12	\$ 91.37	100%	\$ 1,096.44
Welder Helper	Hour	12	\$ 86.88	100%	\$ 1,042.56
Welding Truck	Hour	12	\$ 36.00	100%	\$ 432.00
Remove and Re-Install Watson Crossing Panels on MT3 to R & T					
Superintendent	Hour	16	\$ 130.03	100%	\$ 2,080.48
Foreman	Hour	16	\$ 94.36	100%	\$ 1,509.76
Assistant Foreman	Hour	16	\$ 92.86	100%	\$ 1,485.76
Laborers	Hour	64	\$ 86.88	100%	\$ 5,560.32
Operators	Hour	32	\$ 115.94	100%	\$ 3,710.08
Superintendent Truck	Hour	16	\$ 13.00	100%	\$ 208.00
Foreman Truck	Hour	16	\$ 26.00	100%	\$ 416.00
Asst. Foreman Truck	Hour	16	\$ 13.00	100%	\$ 208.00
Weld Track During Destressing - 4 Welds					
Welder	Hour	12	\$ 91.37	100%	\$ 1,096.44
Welder Helper	Hour	12	\$ 86.88	100%	\$ 1,042.56
Welding Truck	Hour	12	\$ 36.00	100%	\$ 432.00
Assemble No. 11 Concrete Tie Turnout for Install as Panel					
Superintendent	Hour	32	\$ 130.03	100%	\$ 4,160.96
Foreman	Hour	32	\$ 94.36	100%	\$ 3,019.52
Assistant Foreman	Hour	32	\$ 92.86	100%	\$ 2,971.52
Laborers	Hour	120	\$ 86.88	100%	\$ 10,425.60
Operators	Hour	32	\$ 115.94	100%	\$ 3,710.08
Grapple Truck	Hour	32	\$ 55.00	100%	\$ 1,760.00
Superintendent Truck	Hour	32	\$ 13.00	100%	\$ 416.00
Foreman Truck	Hour	32	\$ 26.00	100%	\$ 832.00
Asst. Foreman Truck	Hour	32	\$ 13.00	100%	\$ 416.00
Weld Panels - Based on 12 Interior Welds					
Superintendent	Hour	32	\$ 130.03	100%	\$ 4,160.96
Foreman	Hour	32	\$ 94.36	100%	\$ 3,019.52
Welder	Hour	32	\$ 91.37	100%	\$ 2,923.84
Welder Helper	Hour	32	\$ 86.88	100%	\$ 2,780.16
Superintendent Truck	Hour	32	\$ 13.00	100%	\$ 416.00
Foreman Truck	Hour	32	\$ 26.00	100%	\$ 832.00
Welding Truck	Hour	32	\$ 36.00	100%	\$ 1,152.00

Install No. 11 Concrete Turnout Panel						
Superintendent	Hour	12	\$	130.03	100%	\$ 1,560.36
Foreman	Hour	12	\$	94.36	100%	\$ 1,132.32
Assistant Foreman	Hour	12	\$	92.86	100%	\$ 1,114.32
Laborers	Hour	72	\$	86.88	100%	\$ 6,255.36
Operators	Hour	48	\$	115.94	100%	\$ 5,565.12
Superintendent Truck	Hour	12	\$	13.00	100%	\$ 156.00
Foreman Truck	Hour	12	\$	26.00	100%	\$ 312.00
Asst. Foreman Truck	Hour	12	\$	13.00	100%	\$ 156.00
Return to Re-Tamp and Final Surface Through Main Route (#11 and Panel)						
Superintendent	Hour	8	\$	130.03	100%	\$ 1,040.24
Foreman	Hour	8	\$	94.36	100%	\$ 754.88
Assistant Foreman	Hour	8	\$	92.86	100%	\$ 742.88
Laborers	Hour	32	\$	86.88	100%	\$ 2,780.16
Operators	Hour	8	\$	115.94	100%	\$ 927.52
Superintendent Truck	Hour	8	\$	13.00	100%	\$ 104.00
Foreman Truck	Hour	8	\$	26.00	100%	\$ 208.00
Asst. Foreman Truck	Hour	8	\$	13.00	100%	\$ 104.00
De-Stress While Making Final Welds						
Superintendent	Hour	8	\$	130.03	100%	\$ 1,040.24
Foreman	Hour	8	\$	94.36	100%	\$ 754.88
Assistant Foreman	Hour	8	\$	92.86	100%	\$ 742.88
Laborers	Hour	32	\$	86.88	100%	\$ 2,780.16
Operators	Hour	8	\$	115.94	100%	\$ 927.52
Superintendent Truck	Hour	8	\$	13.00	100%	\$ 104.00
Foreman Truck	Hour	8	\$	26.00	100%	\$ 208.00
Asst. Foreman Truck	Hour	8	\$	13.00	100%	\$ 104.00
Connection Welds - 4 Welds						
Superintendent	Hour	8	\$	130.03	100%	\$ 1,040.24
Foreman	Hour	8	\$	94.36	100%	\$ 754.88
Welder	Hour	8	\$	91.37	100%	\$ 730.96
Welder Helper	Hour	8	\$	86.88	100%	\$ 695.04
Superintendent Truck	Hour	8	\$	13.00	100%	\$ 104.00
Foreman Truck	Hour	8	\$	26.00	100%	\$ 208.00
Welding Truck	Hour	8	\$	36.00	100%	\$ 288.00
Flagger	Hour	320	\$	94.36	100%	\$ 30,195.20
Flagger Truck	Hour	320	\$	13.00	100%	\$ 4,160.00
Signal Support with Combination Backhoe (Operator)	Hour	320	\$	115.94	100%	\$ 37,100.80
<i>Labor & Equipment Sub-Total</i>						\$ 196,498.84
Rental Equipment and Supplies						
Front End Loader	Week	6	\$	2,500.00	100%	\$ 15,000.00
Mobilizations - Loader	Ea	4	\$	2,400.00	100%	\$ 9,600.00
Welding Supplies	EA	28	\$	50.00	100%	\$ 1,400.00
<i>Rental Equipment Sub-Total</i>						\$ 26,000.00
Subcontractor						
Hulcher (Concrete Panel Hoisting Services)	LS	2	\$	50,000.00	100%	\$ 100,000.00
Surfacing Crew for Turnout Installation (1 day Travel, 2 Days Tamp)	Day	5	\$	5,005.00	100%	\$ 25,025.00
Signal Subcontractor	LS	1	\$	437,670.00	100%	\$ 437,670.00
<i>Subcontractor Sub-Total</i>						\$ 562,695.00
Materials						
Weld Kits	EA	30	\$	125.00	100%	\$ 3,750.00
<i>Material Sub-Total</i>						\$ 3,750.00

Self-Perform	0%	with Markup:	\$ 196,498.84
Subcontract	5%	with Markup:	\$ 590,829.75
Rental Equipment	15%	with Markup:	\$ 29,900.00
Materials	10%	with Markup:	\$ 4,125.00
TOTAL:			\$ 821,353.59

Cost
Code

Description

CTO - UPRR Watson Road Connection - Highball Signal	U of M	QTY	Rate	Split	Total
Relocate CP Thenard and Watson Crossing House					
Signal Test Maintainer	Hour	40	\$ 111.00	100%	\$ 4,440.00
Signal Maintainer	Hour	240	\$ 109.00	100%	\$ 26,160.00
Signal Test Maintainer - OT	Hour	10	\$ 164.00	100%	\$ 1,640.00
Signal Maintainer - OT	Hour	10	\$ 161.00	100%	\$ 1,610.00
Signal Test Maintainer & Maintainer Vehicles	Hour	300	\$ 14.00	100%	\$ 4,200.00
Install New Signal Cable to Watson Road and CP Thenard					
Signal Test Maintainer	Hour	80	\$ 111.00	100%	\$ 8,880.00
Signal Maintainer	Hour	480	\$ 109.00	100%	\$ 52,320.00
Signal Test Maintainer - OT	Hour	20	\$ 164.00	100%	\$ 3,280.00
Signal Maintainer - OT	Hour	20	\$ 161.00	100%	\$ 3,220.00
Signal Test Maintainer & Maintainer Vehicles	Hour	600	\$ 14.00	100%	\$ 8,400.00
Terminate New Signal Cable at CP Thenard and Watson Crossing					
Signal Test Maintainer	Hour	80	\$ 111.00	100%	\$ 8,880.00
Signal Maintainer	Hour	480	\$ 109.00	100%	\$ 52,320.00
Signal Test Maintainer - OT	Hour	20	\$ 164.00	100%	\$ 3,280.00
Signal Maintainer - OT	Hour	20	\$ 161.00	100%	\$ 3,220.00
Signal Test Maintainer & Maintainer Vehicles	Hour	600	\$ 14.00	100%	\$ 8,400.00
Install and Wire New Signal Material for Control Point and Crossing					
Signal Test Maintainer	Hour	80	\$ 111.00	100%	\$ 8,880.00
Signal Maintainer	Hour	480	\$ 109.00	100%	\$ 52,320.00
Signal Test Maintainer - OT	Hour	20	\$ 164.00	100%	\$ 3,280.00
Signal Maintainer - OT	Hour	20	\$ 161.00	100%	\$ 3,220.00
Signal Test Maintainer & Maintainer Vehicles	Hour	600	\$ 14.00	100%	\$ 8,400.00
Install and Wire New Switch					
Signal Test Maintainer	Hour	32	\$ 111.00	100%	\$ 3,552.00
Signal Maintainer	Hour	192	\$ 109.00	100%	\$ 20,928.00
Signal Test Maintainer - OT	Hour	20	\$ 164.00	100%	\$ 3,280.00
Signal Maintainer - OT	Hour	20	\$ 161.00	100%	\$ 3,220.00
Signal Test Maintainer & Maintainer Vehicles	Hour	264	\$ 14.00	100%	\$ 3,696.00
CAD Weld All New Track Wires					
Signal Test Maintainer	Hour	24	\$ 111.00	100%	\$ 2,664.00
Signal Maintainer	Hour	144	\$ 109.00	100%	\$ 15,696.00
Signal Test Maintainer - OT	Hour	10	\$ 164.00	100%	\$ 1,640.00
Signal Maintainer - OT	Hour	10	\$ 161.00	100%	\$ 1,610.00
Signal Test Maintainer & Maintainer Vehicles	Hour	188	\$ 14.00	100%	\$ 2,632.00

Install New Software at CP Long Beach, Sepulveda, and BNSF Junction						
Signal Test Maintainer	Hour	24	\$	111.00	100%	\$ 2,664.00
Signal Maintainer	Hour	144	\$	109.00	100%	\$ 15,696.00
Signal Test Maintainer - OT	Hour	10	\$	164.00	100%	\$ 1,640.00
Signal Maintainer - OT	Hour	10	\$	161.00	100%	\$ 1,610.00
Signal Test Maintainer & Maintainer Vehicles	Hour	188	\$	14.00	100%	\$ 2,632.00
Install New Signal Equipment at CP Long Beach & Sepulveda						
Signal Test Maintainer	Hour	40	\$	111.00	100%	\$ 4,440.00
Signal Maintainer	Hour	240	\$	109.00	100%	\$ 26,160.00
Signal Test Maintainer - OT	Hour	20	\$	164.00	100%	\$ 3,280.00
Signal Maintainer - OT	Hour	20	\$	161.00	100%	\$ 3,220.00
Signal Test Maintainer & Maintainer Vehicles	Hour	320	\$	14.00	100%	\$ 4,480.00
Test & Commission						
Signal Test Maintainer	Hour	40	\$	111.00	100%	\$ 4,440.00
Signal Maintainer	Hour	240	\$	109.00	100%	\$ 26,160.00
Signal Test Maintainer - OT	Hour	20	\$	164.00	100%	\$ 3,280.00
Signal Maintainer - OT	Hour	20	\$	161.00	100%	\$ 3,220.00
Signal Test Maintainer & Maintainer Vehicles	Hour	320	\$	14.00	100%	\$ 4,480.00
						\$ -
Materials	LS	1	\$	5,000.00	100%	\$ 5,000.00
						\$ -
<i>(included in RWKS Cost Sheet) Subcontractor Sub-Total</i>						\$ 437,670.00
<i>RailWorks Labor & Equipment Equipment Sub-Total</i>						\$ -
Rental Equipment and Supplies						
						\$ -
						\$ -
						\$ -
<i>Rental Equipment Sub-Total</i>						\$ -
Subcontractor						
						\$ -
						\$ -
						\$ -
<i>Subcontractor Sub-Total</i>						\$ -
Materials						
						\$ -
						\$ -
<i>Material Sub-Total</i>						\$ -

Self-Perform	0%	with Markup:	\$ -
Subcontract	5%	with Markup:	\$ 459,553.50
Rental Equipment	15%	with Markup:	\$ -
Materials	10%	with Markup:	\$ -
TOTAL:			\$ 459,553.50

PACIFIC RAILWAY ENTERPRISES, INC.
SCOPE OF SERVICES
DOLORES YARD FINAL DESIGN AND CONSTRUCTION

Final Design services shall include the following:

- Finalize detailed design drawings for Control Point West Thenard, Watson Crossing (Lomita Blvd.) and Control Point Sepulveda based upon the Union Pacific Dolores Yard Crossover project plans.
- Submit PDF and CAD files to ACTA of the finalized design drawings for their use.

Application Software services shall include the following:

- Develop application software modifications for CP Thenard and CP Sepulveda.
- Simulate application software.
- Provide EPROMs and application books to the field forces.
- Provide software support in the field during in-service testing.

Field Support services shall include the following:

- Provide railroad signal construction support in the field daily.
- Projected at 8 weeks or 40 workdays of support at 10 hours per day.
- Oversee field forces during construction and report progress to ACTA and the Contractor's Signal Manager.
- Provide direction to field forces upon approval by Contractor's Signal Manager during construction.

As-Built services shall include the following:

- Receive redline field plans and as-build CAD files.
- Provide a PDF to the field forces for inclusion at the affected locations.
- Provide a PDF and CAD files to ACTA for their use.

Design Schedule:

- Pre-Final Submittal – 45 working days from NTP.
- Final Submittal – 15 working days from Pre-Final comments receipt.

Assumptions:

- Pacific Railway Enterprises, Inc.'s (PRE) work does not include activities in conjunction with civil, structural, mechanical or architectural engineering.
- Permits are not required for the PRE team's scope of work.
- PRE personnel shall be provided access to all existing railroad signal facilities.


PACIFIC RAILWAY ENTERPRISES, INC.
 DOLORES YARD FINAL DESIGN AND CONSTRUCTION
 FEE PROPOSAL
 10/20/2020

	Sr. Systems Engr	Sr. Railroad Sys. Tech IV	Sr. Railroad Sys. Tech III	Sr. Railroad Systems Tech II	Sr. Railroad Systems Tech I	Signal Designer II	TOTAL COST - LABOR
RATE	\$ 265.03	\$ 227.83	\$ 192.96	\$ 160.41	\$ 148.79	\$ 69.74	
FINAL DESIGN	8	24	20	120		180	\$ 43,249.76
APPLICATION SOFTWARE			132				\$ 25,470.72
FIELD SUPPORT					400		\$ 59,516.00
AS-BUILT		4		8		40	\$ 4,984.20
SUBTOTAL	\$ 2,120.24	\$ 6,379.24	\$ 29,329.92	\$ 20,532.48	\$ 59,516.00	\$ 15,342.80	
							\$ 133,220.68
OTHER DIRECT COSTS	Mileage per IRS Rate						
						Total	\$ 133,220.68

M · E · M · O

Alameda Corridor Transportation Authority

June 16, 2022

To:	Governing Board
From:	Michael C. Leue, Chief Executive Officer 
Subject:	<i>Proposed Alameda Corridor Exhibit at the California State Railroad Museum in Sacramento (INFORMATION)</i>

Discussion:

The California State Railroad Museum Foundation (CSRMF) approached ACTA regarding a multiyear Alameda Corridor Exhibit. CSRMF envisions that the exhibit will be a multimedia exhibit including posters and video of trains traversing the ports and corridor as well as the dockside loading and unloading of container ships. The exhibit would highlight the importance of the two ports to the state, regional and national economies. It will also demonstrate the community benefits resulting from consolidating three at-grade railroad lines serving the Ports of Long Beach and Los Angeles into the grade-separated Alameda Corridor.

The California State Railroad Museum (CSRM) focuses on railroad history, with a unique collection of railroad equipment primarily used in California and the West, and provides a library and archives that hold the largest railroad document collection in the United States. The transportation curator for the Smithsonian's National Museum of American History has called the CSRM the "Louvre of railroad technology."

The mission of the CSRM is to design immersive exhibits, engaging interpretations, and programs that create experiences that inspire an appreciation of the history and impact of railroads in California, the west, and the nation. The CSRM has relevant equipment in its collection, including two prototype double-stack container cars. Southern Pacific Railroad built these cars in 1977 to evaluate the feasibility of operating container trains on its system. These cars would be available for incorporation into the Alameda Corridor exhibit.

The exhibit will contribute to public awareness of the extraordinary successful \$2 billion Alameda Corridor investment, which benefits both California and the nation. The exhibit would be the first to feature a major Southern California railroad activity.

Prior to COVID, the museum's annual attendance ranged between 480,000 and 510,000 visitors.



Budget Impact:

There will be no budget impact to Alameda Corridor. To meet the California State budget deadline of June 15, 2022, CSRMF has contacted Senator Lena Gonzalez to request to allocate \$300,000 in the state budget to cover half of the costs to design and assemble the exhibit. Depending on approval from the state, a request to the ports of Los Angeles and Long Beach, BNSF Railway, and Union Pacific Railroad will be made to match the funds for a maximum total cost of \$600,000. The funds will be administered by the CSRMF, a nonprofit organization incorporated under the terms of section 501(c)(3).


Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed this board report and there are no legal issues at this time.

M · E · M · O

Alameda Corridor Transportation Authority

June 16, 2022

To:	Governing Board
From:	Michael C. Leue, Chief Executive Officer 
Subject:	<i>APPROVE Resolution No. JPA 22-10 authorizing teleconference meetings for the ACTA Governing Board and its Audit Committee pursuant to AB 361</i>

Recommendation:

Approve the proposed Resolution to authorize the ACTA Governing Board and its Audit Committee to continue holding teleconference meetings due to the COVID-19 pandemic.

Discussion:

Due to the COVID-19 pandemic, from April 2020 onward the ACTA Governing Board and its Audit Committee have conducted public meetings via telephonic conference calls, while such remote meetings were authorized through various Executive Orders issued by the Governor of California. These Executive Orders expired on September 30, 2021.

On September 16, 2021, the Governor signed into law Assembly Bill 361 (AB 361), which amended certain requirements of the Ralph M. Brown Act (“Brown Act”) by allowing a continuation of similar remote meeting practices during declared states of emergency where certain requirements are met. Pursuant to the Governor’s Executive Order N-15-21, AB 361 went into effect on October 1, 2021.

To utilize the Brown Act remote meeting provisions set forth in AB 361, legislative bodies must make certain findings regarding the COVID-19 state of emergency and the need for remote meetings, and so long as the need for remote meetings continues, make those findings by a majority vote every 30 days. The attached Resolution (Transmittal 1) makes the necessary findings pursuant to the Brown Act to authorize the Governing Board and its Audit Committee to follow the teleconference meeting provisions of Government Code Section 54953(e)(2).



On September 30, 2021, the City of Long Beach Health Officer recommended that physical distancing measures continue to be practiced throughout Long Beach communities and that they be continued by the City's legislative bodies to minimize the spread of COVID-19 for the protection of the community, staff, presenters, and legislative body members.

The Los Angeles Board of Harbor Commission is continuing to meet remotely. For a period of time the Long Beach Board of Harbor Commission conducted hybrid meetings, allowing both the commissioners and the public to attend in-person or remotely. However, the Long Beach Board of Harbor Commission recently returned to fully remote meetings. ACTA will continue to monitor the meetings of both Ports and will evaluate conducting in-person meetings in the late summer or early fall or when the state of emergency is lifted.

In addition, ACTA staff has submitted paperwork to Long Beach City College (LBCC) for approval to hold meetings on its campus at the same location where ACTA held meetings prior to the pandemic. ACTA is awaiting approval by LBCC. A new agreement with LBCC will need to be in effect prior to ACTA conducting in-person meetings on the LBCC campus.

Budget Impact:

There will be no budget impact from the proposed action.

Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed and approved the proposed Resolution as to form.

Transmittals:

Transmittal 1 – Resolution No. JPA 22-10

Resolution No. JPA 22-10

RESOLUTION TO CONTINUE TELECONFERENCE MEETINGS PURSUANT TO AB 361

WHEREAS, on March 12, 2020, the Governor of California issued Executive Order N-25-20 which temporarily suspended certain requirements of the Ralph M. Brown Act ("Brown Act") in light of the COVID-19 pandemic, an ongoing public health state of emergency; and

WHEREAS, the Governor issued additional Executive Orders in 2020 and 2021 further suspending various requirements of the Brown Act for public meetings; and

WHEREAS, following expiration of the Executive Orders, on September 16, 2021, the Governor signed into law Assembly Bill 361 ("AB 361"), allowing for teleconference meetings under the Brown Act during declared states of emergency; and

WHEREAS, there is a continuing state of emergency concerning the COVID-19 pandemic at both the State and City of Long Beach levels, and, on September 30, 2021, the City of Long Beach Health Officer issued a recommendation for the continuation of virtual public meetings; and

NOW THEREFORE BE IT RESOLVED as follows:

Section 1. The ACTA Governing Board finds that the COVID-19 pandemic state of emergency continues to directly impact the ability of legislative bodies to meet safely in person and that the City of Long Beach Health Officer's recommendation to practice physical distancing measures remains in effect.

Section 2. The ACTA Governing Board hereby authorizes the ACTA Governing Board and its Audit Committee to hold teleconference meetings in accordance with Government Code Section 54953(e)(1)-(2).

Section 3. This resolution shall take effect immediately upon its adoption by the ACTA Governing Board, and the Board Secretary shall certify the vote adopting this resolution.

AYES:

NOES:

ABSENT:

I HEREBY CERTIFY THAT the foregoing resolution was adopted by the ACTA Governing Board at its meeting held on June 16, 2022.

Maria M. Melendres
Board Secretary

APPROVED AS TO FORM

_____, 2022
MICHAEL N. FEUER, City Attorney

By _____
Heather M. McCloskey, Deputy City Attorney
ACTA Co-General Counsel