

FIRST SUPPLEMENTAL INDENTURE

By and between

ALAMEDA COUNTY TRANSPORTATION COMMISSION

and

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

Dated as of July 1, 2022

Relating to

\$124,030,000
ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE BB SENIOR SALES TAX REVENUE BONDS
(LIMITED TAX BONDS)
SERIES 2022

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS

SECTION 1.01	Definitions in Master Indenture.	1
SECTION 1.02	Additional Definitions.	2

ARTICLE II THE BONDS

SECTION 2.01	Principal Amount, Designation and Series.	3
SECTION 2.02	Date, Maturities and Interest Rates.....	3
SECTION 2.03	Form of Bonds.	4
SECTION 2.04	Application of Proceeds.....	4

ARTICLE III REDEMPTION OF BONDS

SECTION 3.01	Optional Redemption.....	4
SECTION 3.02	Mandatory Redemption.....	4
SECTION 3.03	Selection of Series 2022 Bonds for Redemption.....	5
SECTION 3.04	Purchase In Lieu of Redemption.....	5

ARTICLE IV APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

SECTION 4.01	Application of Proceeds.....	5
SECTION 4.02	Funds and Accounts.....	5

ARTICLE V MISCELLANEOUS

SECTION 5.01	Continuing Disclosure.	6
SECTION 5.02	Severability of Invalid Provisions.....	7
SECTION 5.03	Article and Section Headings and References.....	7
SECTION 5.04	Execution in Counterparts.....	7

EXHIBIT A - FORM OF SERIES 2022 BONDS

EXHIBIT B - FORM OF SERIES 2022 PROJECT ACCOUNT REQUISITION

FIRST SUPPLEMENTAL INDENTURE

This FIRST SUPPLEMENTAL INDENTURE, dated as of July 1, 2022 (this “First Supplemental Indenture”), is made by and between the ALAMEDA COUNTY TRANSPORTATION COMMISSION (“Alameda CTC”), a joint exercise of powers authority and public instrumentality organized under the laws of the State of California, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the “Trustee”);

WITNESSETH:

WHEREAS, this First Supplemental Indenture is supplemental to the Indenture, dated as of July 1, 2022 (the “Master Indenture” and, together with this First Supplemental Indenture, the “Indenture”), by and between Alameda CTC and the Trustee;

WHEREAS, Alameda CTC is authorized to impose taxes under the Local Transportation Authority and Improvement Act, being Section 180000 *et seq.* of the Public Utilities Code of the State of California (the “Act”); and

WHEREAS, Chapter 6 of the Act provides that Alameda CTC may issue bonds payable from the proceeds of the Measure BB Sales Tax; and

WHEREAS, the Commission has determined it necessary and advisable to issue its Series 2022 Bonds for the purpose of financing the cost of the projects and programs described in the 2014 Transportation Expenditure Plan, such Series 2022 Bonds to be payable from and secured by a pledge of the Pledged Revenues, subject to the right of Alameda CTC to issue additional bonds and other evidences of indebtedness under the conditions and subject to the restrictions as set forth in this Agreement, that may be payable on a parity, subordinate or junior subordinate basis from the Pledged Revenues and be secured on such lien by such Pledged Revenues; and

WHEREAS, the execution and delivery of this First Supplemental Indenture has in all respects been duly and validly authorized by resolution duly passed and approved by the Commission;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 **Definitions in Master Indenture.** Unless the context otherwise requires, or as otherwise provided in Section 1.02 hereof, all terms that are defined in the Master Indenture shall have the same meanings in this First Supplemental Indenture.

SECTION 1.02 Additional Definitions.

“**Authorized Denomination**” means, with respect to the Series 2022 Bonds, \$5,000 and any integral multiple thereof.

“**Continuing Disclosure Certificate**” means the Continuing Disclosure Certificate executed by Alameda CTC relating to the Series 2022 Bonds.

“**Corporate Trust Office**” or corporate trust office means the corporate trust office of the Trustee at 1 California Street, Suite 1000, San Francisco, California 94111, or such other or additional offices as may be designated by the Trustee from time to time.

“**First Supplemental Indenture**” means this First Supplemental Indenture, dated as of July 1, 2022, by and between Alameda CTC and the Trustee, supplementing and amending the Master Indenture.

“**Interest Payment Date**,” means, for the Series 2022 Bonds, each March 1 and September 1, commencing September 1, 2022.

“**Mandatory Sinking Account Payment**” means, with respect to the Series 2022 Bonds, the amount required to be deposited by Alameda CTC in a Sinking Account for the payment of principal of Term Bonds as provided herein.

“**Record Date**,” means, with respect to the Series 2022 Bonds, the fifteenth (15th) day (whether or not a Business Day) of the month preceding the month in which such Interest Payment Date occurs.

“**Redemption Price**” means, with respect to any Series 2022 Bonds or a portion thereof, 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date, without premium.

“**Series 2022 Bonds**” means the Alameda County Transportation Commission Measure BB Senior Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2022, issued under Article III of the Master Indenture and this First Supplemental Indenture.

“**Series 2022 Costs of Issuance Fund**” means the fund by that name established pursuant to Section 4.02(a) hereof to pay Costs of Issuance with respect to the Series 2022 Bonds.

“**Series 2022 Project Account**” means the fund by that name established pursuant to Section 4.02(b) hereof to pay Costs of the Project.

“**Tax Certificate**” means each Tax Certificate delivered by Alameda CTC at the time of issuance and delivery of a Series 2022 Bonds, as the same may be amended or supplemented in accordance with its terms.

ARTICLE II

THE BONDS

SECTION 2.01 Principal Amount, Designation and Series. Pursuant to the provisions of the Indenture and the provisions of the Act, a Series of Bonds entitled to the benefit, protection and security of such provisions of the Indenture is hereby authorized in the aggregate principal amount of \$124,030,000. Such Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "Alameda County Transportation Commission Measure BB Senior Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2022."

SECTION 2.02 Date, Maturities and Interest Rates. The Series 2022 Bonds shall be dated their date of issuance and shall bear interest from that date payable on each Interest Payment Date. The Series 2022 Bonds shall be issued in the aggregate principal amount of \$124,030,000 and shall mature on the following dates and in the following amounts, subject to prior redemption as provided in the Indenture and shall bear interest at the following rates per annum:

Maturity Date (March 1)	Principal Amount	Interest Rate
2023	\$ 4,785,000	5.000%
2024	3,085,000	5.000
2025	3,240,000	5.000
2026	3,400,000	5.000
2027	3,575,000	5.000
2028	3,750,000	5.000
2029	3,940,000	5.000
2030	4,135,000	5.000
2031	4,345,000	5.000
2032	4,560,000	5.000
2033	4,790,000	5.000
2034	5,025,000	5.000
2035	5,280,000	5.000
2036	5,540,000	5.000
2037	5,820,000	5.000
2038	6,110,000	5.000
2039	6,415,000	5.000
2040	6,735,000	5.000
2041	7,075,000	5.000
2042	7,425,000	5.000
2045	25,000,000	5.000

Interest on the Series 2022 Bonds will be payable on each Interest Payment Date, commencing September 1, 2022. The Series 2022 Bonds will be issued as fully registered bonds without coupons in Authorized Denominations. The Series 2022 Bonds will be registered in the name of Cede & Co., as holder of the Series 2022 Bonds and nominee for The Depository Trust

Company (“DTC”). Purchasers will not receive physical certificates representing their interest in the Series 2022 Bonds purchased. Interest on the Series 2022 Bonds shall be computed on the basis of a 360-day year composed of twelve 30 day months.

Interest on each Series 2022 Bond will be payable by check mailed by first-class mail on each Interest Payment Date to the Holder thereof as of the close of business on the Record Date or, upon the written request of any Holder of \$1,000,000 or more in aggregate principal amount of Series 2022 Bonds who has provided the Trustee with wire transfer instructions, by wire transfer to an account within the United States on each Interest Payment Date, to the Holder thereof as of the close of business on the Series 2022 Record Date.

SECTION 2.03 Form of Bonds. Each of the Series 2022 Bonds shall be issued as fully registered bonds without coupons in book-entry form and in Authorized Denominations and shall be numbered from one upward in consecutive numerical order preceded by the letter “R” prefixed to the number. Each maturity of each Series 2022 Bonds and the certificate of authentication shall be substantially in the form attached hereto as Exhibit A, which form is hereby approved and adopted as the form of the Series 2022 Bonds.

SECTION 2.04 Application of Proceeds. Proceeds of the Series 2022 Bonds shall be applied to finance the Costs of the Project and pay the Costs of Issuance related to the Series 2022 Bonds.

ARTICLE III

REDEMPTION OF BONDS

SECTION 3.01 Optional Redemption. The Series 2022 Bonds maturing on and after March 1, 2033 are subject to redemption prior to their respective stated maturities, at the option of Alameda CTC, from any source of available funds, on any date on or after March 1, 2032, as a whole, or in part by such maturity or maturities as may be specified by Alameda CTC (and by lot within a maturity), at the Redemption Price.

SECTION 3.02 Mandatory Redemption. The Series 2022 Bonds maturing on March 1, 2045 are Term Bonds and are subject to mandatory redemption from Mandatory Sinking Account Payments for such Series 2022 Bonds, on each March 1 on and after March 1, 2043, and in the principal amount equal to the Mandatory Sinking Account Payment due on such date at the Redemption Price.

Redemption Date (March 1)	Mandatory Sinking Account Payments
2043	\$7,935,000
2044	8,325,000
2045*	8,740,000

* Final Maturity.

SECTION 3.03 **Selection of Series 2022 Bonds for Redemption.** Alameda CTC may designate the Mandatory Sinking Account Payments, or portions thereof, that are to be reduced as allocated to an optional redemption. If less than all Series 2022 Bonds are to be redeemed at any one time, the Trustee shall select the Series 2022 Bonds to be redeemed in any manner that it deems appropriate and fair and shall promptly notify Alameda CTC in writing of the numbers of the Series 2022 Bonds so selected for redemption.

SECTION 3.04 **Purchase In Lieu of Redemption.** Alameda CTC reserves the right at all times to purchase any of its Series 2022 Bonds on the open market. In lieu of mandatory redemption Alameda CTC may surrender to the Trustee for cancellation Series 2022 Bonds purchased on the open market, and such Series 2022 Bonds shall be cancelled by the Trustee. If any Series 2022 Bonds are so cancelled, Alameda CTC may designate the Mandatory Sinking Account Payments or portions thereof so purchased that are to be reduced as a result of such cancellation.

ARTICLE IV

APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

SECTION 4.01 **Application of Proceeds.**

(A) The Series 2022 Bonds are issued for the purpose of financing, refinancing and/or reimbursing Alameda CTC for its prior payment of Costs of the Project. In addition, a portion of the proceeds will be applied to pay Costs of Issuance of the Series 2022 Bonds. The net proceeds from the sale of the Series 2022 Bonds in the amount of \$140,416,526.56 shall be received by the Trustee, and the Trustee shall transfer or deposit such funds as follows:

(1) \$416,526.56 of the proceeds of the Series 2022 Bonds shall be deposited in the Series 2022 Costs of Issuance Fund; and

(2) \$140,000,000.00 of the proceeds of the Series 2022 Bonds shall be deposited in the Series 2022 Project Account.

(B) The Trustee may establish a temporary fund or account to record and facilitate such deposits and transfer.

SECTION 4.02 **Funds and Accounts.** The following funds and accounts are hereby established in connection with the Series 2022 Bonds:

(A) To ensure the proper application of such portion of proceeds from the sale of the Series 2022 Bonds to be applied to pay Costs of Issuance of the Series 2022 Bonds, there is hereby established the “Series 2022 Costs of Issuance Fund,” such fund to be held by the Trustee. All money on deposit in the Series 2022 Costs of Issuance Account and shall be applied solely for the payment of authorized Costs of Issuance relating to the Series 2022 Bonds. Before any payment from the Series 2022 Costs of Issuance Fund shall be made by the Trustee, Alameda CTC shall file or cause to be filed with the Trustee a Requisition of Alameda CTC, such Requisition to be signed by an Authorized Representative and to include: (i) the name and

address of the person to whom each such payment is due, which may be Alameda CTC in the case of reimbursement for costs theretofore paid by Alameda CTC; (ii) the respective amounts to be paid; (iii) the purpose by general classification for which each obligation to be paid was incurred; (iv) that obligations in the stated amounts have been incurred by Alameda CTC and are presently due and payable and that each item thereof is a proper charge against the Series 2022 Costs of Issuance Fund and has not been previously paid from such fund. Any amounts remaining in the Series 2022 Costs of Issuance Fund one hundred eighty (180) days after the date of issuance of the Series 2022 Bonds shall be transferred to the Series 2022 Project Account and the Series 2022 Costs of Issuance Fund shall be closed.

(B) To ensure the proper application of such portion of proceeds from the sale of the Series 2022 Bonds to be applied to pay Costs of the Project, there is hereby established the "Series 2022 Project Account" within the Project Fund established pursuant to Section 5.09 of the Master Indenture. Before any payment from the Series 2022 Project Account shall be made by the Trustee, Alameda CTC shall file or cause to be filed with the Trustee a Requisition of Alameda CTC numbered sequentially, substantially in the form attached hereto as Exhibit B, such Requisition to be signed by an Authorized Representative and to include: (i) the name and address of the person to whom each such payment is due, which may be Alameda CTC in the case of reimbursement for costs theretofore paid by Alameda CTC; (ii) the respective amounts to be paid; (iii) the purpose by general classification for which each obligation to be paid was incurred; (iv) that obligations in the stated amounts have been incurred by Alameda CTC and are presently due and payable and that each item thereof is a proper charge against the Series 2022 Project Account and has not been previously paid from such fund; and (v) that there has not been filed with or served upon Alameda CTC notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the persons named in such Requisition, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

When Alameda CTC determines that the portion of the Project funded with the Series 2022 Bonds has been completed, a Certificate of Alameda CTC shall be delivered to the Trustee by Alameda CTC stating: (i) the fact and date of such completion; (ii) that all of the costs thereof have been determined and paid (or that all of such costs have been paid less specified claims that are subject to dispute and for which a retention in the Series 2022 Project Account is to be maintained in the full amount of such claims until such dispute is resolved); and that the Trustee is to transfer the remaining balance in the Series 2022 Project Account, less the amount of any such retention, to the Revenue Fund or, if so directed by Alameda CTC, to the Rebate Fund.

ARTICLE V

MISCELLANEOUS

SECTION 5.01 Continuing Disclosure. Alameda CTC covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, dated the date of issuance of the Series 2022 Bonds, executed by Alameda CTC. Notwithstanding any other provision of the Indenture, failure of Alameda CTC to comply with

the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee shall, at the written request of any Participating Underwriter (as defined in the Continuing Disclosure Certificate) or of the Holders of at least twenty-five (25%) aggregate principal amount of the Series 2022 Bonds then Outstanding (but only to the extent funds in an amount satisfactory to the Trustee have been provided to it or it has been otherwise indemnified to its satisfaction from any cost, liability, expense or additional charges and fees of the Trustee whatsoever, including, without limitation, reasonable fees and expenses of its attorneys), or any Holder or Beneficial Owner may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause Alameda CTC to comply with its obligations under this Section.

SECTION 5.02 Severability of Invalid Provisions. If any one or more of the provisions contained in this First Supplemental Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provisions or provisions shall be deemed severable from the remaining provisions contained in this First Supplemental Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this First Supplemental Indenture, and this First Supplemental Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Alameda CTC hereby declares that it would have adopted this First Supplemental Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this First Supplemental Indenture may be held illegal, invalid or unenforceable.

SECTION 5.03 Article and Section Headings and References. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this First Supplemental Indenture. All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this First Supplemental Indenture; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this First Supplemental Indenture as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender shall mean and include words of the feminine and neuter genders.

SECTION 5.04 Execution in Counterparts. This First Supplemental Indenture may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this First Supplemental Indenture by their Authorized Representatives thereunto duly authorized as of the day and year first written above.

ALAMEDA COUNTY TRANSPORTATION
COMMISSION

By: _____ (on file)
Executive Director

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

By: _____
Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have executed this First Supplemental Indenture by their Authorized Representatives thereunto duly authorized as of the day and year first written above.

ALAMEDA COUNTY TRANSPORTATION
COMMISSION

By: _____
Executive Director

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

By: _____ (on file)
Authorized Signatory

EXHIBIT A

FORM OF SERIES 2022 BONDS

UNLESS THIS SERIES 2022 BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. R- _____ \$ _____

ALAMEDA COUNTY TRANSPORTATION COMMISSION
MEASURE BB SENIOR SALES TAX REVENUE BOND
(LIMITED TAX BOND)
SERIES 2022

INTEREST RATE MATURITY ISSUE DATE CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint exercise of powers authority and public entity organized under the laws of the State of California (“Alameda CTC”), for value received, hereby promises to pay to the registered holder named above or registered assigns, on the maturity date specified above, the principal amount specified above, together with interest thereon from the dated date specified above until the principal hereof shall have been paid, at the interest rate per annum specified above, payable on September 1, 2022, and semiannually thereafter on March 1 and September 1 and in each year (each, an “Interest Payment Date”), but only out of Pledged Revenues and other assets pledged therefor as specified in the Indenture, dated as of July 1, 2022, as supplemented and amended from time to time pursuant to its terms, including as supplemented and amended by the First Supplemental Indenture thereto, dated as of July 1, 2022 (together, the “Indenture”), by and between ALAMEDA CTC and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as trustee (the “Trustee”). This Bond is deliverable in the form of a fully registered Bond in Authorized Denominations. All capitalized other terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

This Bond is one of a duly authorized issue of bonds of Alameda CTC, designated as “Alameda County Transportation Commission Measure BB Senior Sales Tax Revenue Bonds (Limited Tax Bonds)” (the “Bonds”), of the series designated above, all of which are being issued pursuant to the provisions of the Local Transportation Authority and Improvement Act, being Section 180000 *et seq.* of the Public Utilities Code of the State of California (the “Act”), and the Indenture. This Bond is subject to redemption as provided in the Indenture.

THIS BOND IS A LIMITED TAX BOND OBLIGATION OF ALAMEDA CTC PAYABLE SOLELY FROM PLEDGED REVENUES AS DEFINED AND PROVIDED IN THE INDENTURE AND CERTAIN OTHER FUNDS PLEDGED UNDER THE INDENTURE AND ALAMEDA CTC IS NOT OBLIGATED TO PAY THIS BOND EXCEPT FROM PLEDGED REVENUES AND THOSE CERTAIN OTHER FUNDS PLEDGED UNDER THE INDENTURE. THIS BOND DOES NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA (THE “STATE”) OR ANY POLITICAL SUBDIVISION OF THE STATE OTHER THAN ALAMEDA CTC, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE STATE OR OF ANY POLITICAL SUBDIVISION OF THE STATE. THE CREDIT OR TAXING POWER (OTHER THAN AS DESCRIBED HEREIN AND IN THE INDENTURE) OF ALAMEDA CTC IS NOT PLEDGED, FOR THE PAYMENT OF THE BONDS, THEIR INTEREST, OR ANY PREMIUM DUE UPON REDEMPTION OF THE BONDS. THE BONDS ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF, OR CHARGE, LIEN OR ENCUMBRANCE UPON, ANY OF THE PROPERTY OF ALAMEDA CTC OR ANY OF ITS INCOME OR RECEIPTS, EXCEPT THE REVENUES AND CERTAIN OTHER FUNDS PLEDGED UNDER THE INDENTURE.

Reference is hereby made to the Indenture and the Act for a description of the terms on which the Bonds are issued and to be issued, the provisions with regard to the nature and extent of the pledge of Pledged Revenues and certain other funds and the rights of the registered Holders of the Bonds and all the terms of the Indenture are hereby incorporated herein and constitute a contract between Alameda CTC and the registered Holder from time to time of this Bond, and to all the provisions thereof the registered Holder of this Bond, by its acceptance hereof, consents and agrees. Additional bonds may be issued and other indebtedness may be incurred on a parity with the Series of Bonds of which this Bond is a part, but only subject to the conditions and limitations contained in the Indenture. Alameda CTC may also issue bonds on a basis subordinate to the Bonds under the Indenture.

This Bond is payable as to both principal and interest, and any premium upon redemption hereof, exclusively from the Pledged Revenues and other funds pledged under the Indenture. Alameda CTC is not obligated to pay the principal of and interest on this Bond except from Pledged Revenues and certain other funds pledged under the Indenture and in accordance therewith.

IN WITNESS WHEREOF the Alameda County Transportation Commission has caused this Series 2022 Bond to be executed in its name and on its behalf by the manual or facsimile signature of its duly Authorized Representative and the Auditor-Controller all as of the Issue Date set forth above.

ALAMEDA COUNTY TRANSPORTATION
COMMISSION

By: _____
Executive Director

By: _____
Auditor-Controller

[FORM OF CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Series 2022 Bonds described in the within mentioned Indenture and was authenticated on the date set forth below.

Date of Authentication: _____, 20__

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

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT]

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

(Please Print or Type Name and Address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
TAX IDENTIFICATION NUMBER OF ASSIGNEE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoint

to transfer the within Bond on the books kept for registration thereof with full power of
substitution in the premises.

Dated:

Signature:

(Signature of Assignor)

Notice: The signature on this assignment must correspond with the name of the registered Holder as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

Notice: Signature must be guaranteed by an eligible guarantor firm.

EXHIBIT B

FORM OF SERIES 2022 PROJECT ACCOUNT REQUISITION

REQUISITION NO. _____

TO: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as trustee

The undersigned hereby certifies as follows:

1. I am the _____ of the ALAMEDA COUNTY TRANSPORTATION COMMISSION (“Alameda CTC”), and I am an Authorized Representative as that term is defined in the Indenture, dated as of July 1, 2022 (the “Master Indenture”), by and between Alameda CTC and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as trustee (the “Trustee”), as supplemented by the First Supplemental Indenture, dated as of July 1, 2022 (the “First Supplemental Indenture” and, together with the Master Indenture, the “Indenture”). All terms not otherwise defined in this Requisition shall have the meaning given to them in the Indenture.

2. Under the provisions of the Indenture, I am delivering this Requisition on behalf of Alameda CTC.

3. The undersigned hereby authorizes payment of the amounts specified in Schedule 1 hereto to the persons identified in Schedule 1, such amounts to be paid from the Series 2022 Project Account under Section 4.02 of the First Supplemental Indenture.

4. The undersigned hereby certifies that: (i) the obligations in the stated amounts on Schedule 1 have been incurred by Alameda CTC and are presently due and payable and that each such item is a proper charge against the Series 2022 Project Account and has not been previously paid from such account; and (ii) that there has not been filed with or served on Alameda CTC notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the persons named in Schedule 1 of this Requisition, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen’s or mechanics’ liens accruing by mere operation of law.

Dated: _____, 20__

ALAMEDA COUNTY TRANSPORTATION
COMMISSION

By: _____
Name: _____
Title: _____

SCHEDULE 1

<u>Payment Item Number</u>	<u>Name and Address of Payee*</u>	<u>Amount to be Paid</u>	<u>Purpose by General Classification</u>
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* May be Alameda CTC in the case of reimbursements.