



**North Central Regional Transit District (NCRTD)
Resolution No. 2021-04**

AUTHORIZING THE ISSUANCE AND SALE OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT REVENUE BONDS, SERIES 2021 (WHICH MAY BE ISSUED IN UP TO THREE (3) SERIES) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SIX MILLION FOUR HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS (\$6,436,484) FOR THE PURPOSE OF FINANCING THE COST OF (1) DESIGNING, ACQUIRING, CONSTRUCTING, RENOVATING, EQUIPPING AND OTHERWISE IMPROVING THE DISTRICT’S MAINTENANCE FACILITY IN THE TOWN OF TAOS, (2) DESIGNING, ACQUIRING, CONSTRUCTING, RENOVATING, EQUIPPING AND OTHERWISE IMPROVING THE DISTRICT’S MAINTENANCE FACILITY IN THE CITY OF ESPANOLA, (3) ACQUIRING AND PURCHASING ELECTRIC BUSES AND RELATED EQUIPMENT FOR SERVICE WITHIN THE GEOGRAPHIC BOUNDARIES OF THE DISTRICT, (4) FUNDING, IF APPLICABLE, A DEBT SERVICE RESERVE ACCOUNT, AND (5) PAYING THE DISTRICT EXPENSES RELATED TO THE BONDS; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL OF AND INTEREST DUE ON THE BONDS SOLELY FROM THE DISTRIBUTION TO THE COUNTY MEMBERS OF REVENUES OF THE REGIONAL TRANSIT DISTRICT GROSS RECEIPTS TAX PURSUANT TO SECTION 7-20E-23 NMSA 1978, AS AMENDED, AND TRANSFERRED TO THE DISTRICT; APPROVING THE FORMS OF AND OTHER DETAILS CONCERNING THE BONDS; SETTING THE MAXIMUM INTEREST RATE OF THE BONDS; APPROVING THE EXECUTION AND DELIVERY OF A PRICING CERTIFICATE SETTING FORTH THE FINAL TERMS OF THE BONDS, A BOND PURCHASE AGREEMENT WITH THE NEW MEXICO FINANCE AUTHORITY AND ONE OR MORE INTERCEPT AGREEMENTS TO BE ENTERED INTO BY THE DISTRICT, ITS COUNTY MEMBERS, THE NEW MEXICO FINANCE AUTHORITY AND THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT; APPROVING THE FORMS OF BOND PURCHASE AGREEMENT AND INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF THE BONDS.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Resolution unless the context requires otherwise.

WHEREAS, the District is a legally and regularly created, established, organized and existing regional transit district under the general laws of the State and, in particular, Section 73-25-1 *et seq.* NMSA 1978, and is a governmental unit and a “qualified entity” within the meaning of Section 6-21-3(F) NMSA 1978; and

WHEREAS, the District has determined and hereby determines that the Project may be financed with amounts borrowed through the issuance and sale of the Bonds and that it is in the best interest of the District and the residents served by the regional transit system operated by the District that the financing of the Project take place through the issuance and sale of the Bonds to the New Mexico Finance Authority

(the “Finance Authority”) and that the Bonds be authorized, executed and delivered as provided in this Resolution and the Pricing Certificate; and

WHEREAS, the District has determined that pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due in connection with the Bonds; and

WHEREAS, the Bonds shall be special, limited obligations of the District, payable solely from the Pledged Revenues and shall not constitute a general obligation of the District or its members, or a debt or pledge of the full faith and credit of the District, the State or any political subdivision thereof; and

WHEREAS, other than Pledged Revenues, no tax revenues collected by the District shall be pledged to the payment of the principal of or interest on the Bonds; and

WHEREAS, the Bonds shall be issued, executed and delivered pursuant to Section 73-25-8 NMSA 1978, as amended, with a first lien, but not an exclusive first lien, on the Pledged Revenues; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Secretary this Resolution and forms of the Bond Purchase Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Bonds is to be used for governmental purposes of the District and will not be used for purposes which would cause the Bonds to be deemed “private activity bonds” as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Resolution to authorize the issuance, execution and delivery of the Bonds within the parameters set forth herein, and to delegate authority to the Executive Director of the District to determine the final terms of the Bonds within the parameters established for the Bonds in this Resolution pursuant to the Pricing Certificate, as authorized pursuant to Section 6-14-10.2 NMSA 1978, as amended; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Bonds, (ii) the use of the proceeds of the Bonds to finance the Project, and (iii) the authorization, execution and delivery of the Bonds which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS, AS THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT, IN THE COUNTIES OF LOS ALAMOS, RIO ARRIBA, SANTA FE AND TAOS, NEW MEXICO THAT:

Section 1. Definitions. As used in this Resolution, the following capitalized terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Acquisition Fund” means the North Central Regional Transit District Gross Receipts Tax Improvement Acquisition Fund, established in Section 16 of this Resolution.

“Act” means the general laws of the State, including Sections 7-20E-23, and Sections 73-25-1 through -19 NMSA 1978, as amended, and enactments of the Governing Body relating to the Bonds, including this Resolution.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable on the Bonds and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Chair, Vice-Chair and Secretary of the Governing Body, and the Executive Director, and Finance Director of the District.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Finance Authority which provides for the purchase of the Bonds and requires payments on the Bonds by or on behalf of the District to the Finance Authority and/or the Trustee.

Bonds” means the North Central Regional Transit District Improvement Revenue Bonds, Series 2021, which may be issued in one or more series as provided in the applicable Pricing Certificate, which Bonds are authorized by this Resolution.

“Closing Date” means the date of issuance, execution, delivery of the Bonds and delivery of the purchase price thereof by the Finance Authority.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Completion Date” means the date on which the Project is completed.

“County Members” means the Incorporated County of Los Alamos, Rio Arriba County, Santa Fe County and Taos County, each of which is a member of the District.

“County Regional Transit Gross Receipts Tax” means the following county regional transit gross receipts taxes , each equal to one-eighth of one percent of the gross receipts reported or required to be reported by a person pursuant to the New Mexico Gross Receipts and Compensating Tax Act, as amended: (1) the tax imposed by the Incorporated County of Los Alamos pursuant to Ordinance No. 534 adopted on June 24, 2008, and reauthorized in perpetuity in Ordinance No. 684 adopted on July 31, 2018; (2) the tax imposed by Rio Arriba County pursuant to Ordinance No. 2008-05 adopted on June 26, 2008, and reauthorized in perpetuity in Ordinance No. 2019-01 adopted on August 2, 2018; (3) the tax imposed by Santa Fe County pursuant to Ordinance No. 2008-14 adopted on September 9, 2008, and reauthorized in perpetuity in Ordinance No. 2018-06 adopted on August 1, 2018; and (4) the tax imposed by Taos County pursuant to Ordinance No. 2008-3 adopted on July 1, 2008 and reauthorized in perpetuity in Ordinance No. 2018-6 adopted on July 24, 2018.

“Debt Service Fund” means the North Central Regional Transit District Gross Receipts Tax Improvement Debt Service Fund, established in Section 16 of this Resolution.

“Debt Service Payment” means, collectively the principal component and the interest component to be paid by the Governmental Unit as payment of the principal of and interest on the Bonds, as shown in the Pricing Certificate.

“Debt Service Reserve Fund” means the North Central Regional Transit District Gross Receipts Tax Improvement Debt Service Reserve Fund, established in Section 16 of this Resolution.

“Distributing State Agency” means the State Taxation and Revenue Department, authorized to distribute the Pledged Revenues on behalf of the County Members. “District” or “Governmental Unit” means the North Central Regional Transit District.

“District Expenses” means the costs of issuance of the Bonds incurred by the District.

“Finance Authority Expenses” means the costs of Issuance of the Finance Authority Bonds if any.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to the Bonds and the Debt Service Payments.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay each Principal Component and Interest Component of the Bonds as the same become due.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the Board of Directors of the Governmental Unit.

“Governmental Unit” or “District” means the North Central Regional Transit District, in the Counties of Los Alamos, Rio Arriba, Santa Fe and Taos, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Hold Harmless Distribution” means the distribution to the County Members made pursuant to Section 7-1-6.47 NMSA 1978, as that distribution relates to the gross receipts tax revenues received pursuant to Section 7-1-6.4 NMSA 1978, which revenues are reduced pursuant to the deductions under Sections 7-9-92 and 7-9-93 NMSA 1978; provided that the percentage of such distribution decreases annually as provided in Section 7-1-6.47 NMSA 1978 each year beginning on July 1, 2015 until the distribution is eliminated after July 1, 2029.

“Independent Accountant” means (A) an accountant employed by the State of New Mexico and under supervision of the State Auditor of the State of New Mexico, or (B) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State of New Mexico, appointed and paid by the District who (i) is, in fact, independent and not under the domination of the District, (ii) does not have any substantial interest, direct or indirect, with the District, and (iii) is not connected with the District as an officer or employee of the District, but who may be regularly retained to make annual or similar audits of the books or records of the District.

“Insured Bank” means a bank or savings and loan association insured by an agency of the United States.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture, as defined in the Indenture.

“Intercept Agreement” means one or more Intercept Agreements dated the Closing Date among the District, its County Members, the Finance Authority and the Distributing State Agency providing for the direct payment by the Distributing State Agency or the District to the Finance Authority of Pledged Revenues in amounts sufficient to pay the principal and interest due on the Bonds, or any amendments or supplements to the Intercept Agreement.

“Interest Component” means the amount of interest due on the aggregate outstanding amount of the Bonds on each Interest Payment Date, as shown in the Pricing Certificate.

“Interest Payment Date” means each date a payment of the Interest Component is due in connection with the Bonds, as shown in the Pricing Certificate.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority through its purchase of the Bonds pursuant to the Bond Purchase Agreement.

“NMSA” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Outstanding” or “outstanding” when used in reference to bonds means, on any particular date, the aggregate of all Bonds delivered under this Bond Resolution except:

- A. those cancelled at or prior to such date or delivered or acquired by the District at or prior to such date for cancellation;
- B. those otherwise deemed to be paid in accordance with Section 28 or Section 31 of this Bond Resolution;
- C. those in lieu of or in exchange or substitution for which other Bonds shall have been delivered, unless proof satisfactory to the District and the Paying Agent is presented that any Bond for which a new Bond was issued or exchanged is held by a bona fide holder or in due course.

“Parity Bonds” or “Parity Obligations” means the Bonds and any other bonds or other obligations, now outstanding or hereafter issued or incurred, payable from and constituting a lien upon the Pledged Revenues on parity with the Bonds, as provided in Section 20 of this Resolution.

“Paying Agent” means the District Finance Director, as agent for the District for the payment of the Bonds or any other entity at the time appointed Paying Agent by resolution of the Governing Body.

“Pledged Revenue Fund” means the Regional Transit Gross Receipts Tax Revenue Fund, created in Section 16 of this Resolution.

“Pledged Revenues” means the revenues from the County Regional Transit Gross Receipts Tax imposed by the County Members and transferred to the District pursuant to Section 7-20E-23(D) NMSA 1978, imposed on any person engaging in business in the District, which revenues are distributed to the County Members monthly by the New Mexico Department of Taxation and Revenue pursuant to Sections 7-1-6, 7-1-6.13 and 7-1-6.15 NMSA 1978, and which distributions currently equal one hundred

twenty-five thousandths percent (0.125%) of the taxable gross receipts reported for each of the County Members for the month for which such distributions are made, and which include the distribution to the County Members made pursuant to Section 7-1-6.47 NMSA 1978, as that distribution relates to the gross receipts tax revenues received pursuant to Section 7-1-6.13 NMSA 1978, which revenues are reduced pursuant to the deductions under Sections 7-9-92 and 7-9-93 NMSA 1978; provided that if an additional amount of such gross receipts tax revenues or other equivalent funds are hereafter provided to be distributed to the County Members and transferred to the Governmental Unit under applicable laws of the State, such additional amounts shall be included as revenues pledged pursuant to the Resolution; and provided further that the amount of revenues pledged pursuant to the Resolution shall never be less than the greater of: (i) 0.125% of the taxable gross receipts distributed to each of the County Members by the State as set forth above, or (ii) the maximum amount at any time provided hereafter to be distributed to the County Members under applicable laws of the State ; and provided further, the Governmental Unit intends that Section 73-25-9 NMSA 1978 applies expressly to the amount of revenues pledged pursuant to the Resolution (the term “Pledged Revenues” does not include any local option gross receipts tax income received by the County Members or the Governmental Unit other than the revenues of the County Regional Transit Gross Receipts Tax) .

“Pricing Certificate” means one or more certificates executed by the Executive Director of the District or District Finance Director, dated on or before the date of delivery of the Bonds, setting forth the following final terms of the Bonds: (i) the Interest Payment Dates and Principal Payment Dates; (ii) the Principal Components, Interest Components, denominations and maturity amortization; (iii) the sale prices; (iv) the interest rate or rates; (v) the redemption and tender provisions; (vi) the creation of any capitalized interest fund, including the size and funding of such fund(s); (vii) the amount of underwriting discount, if any; (viii) the amount of the Reserve Requirement, if any, and whether such Reserve Fund shall be funded with proceeds of the Bonds or through the deposit of a Reserve Fund Insurance Policy; and (ix) the final terms of agreements, if any, with agents or service providers required for the purchase, sale, issuance and delivery of the Bonds, all subject to the parameters and conditions contained in this Resolution.

“Principal Amount” means the original aggregate principal amount of the Bonds as shown in the Pricing Certificate.

“Principal Component” means the principal amount due on the Bonds maturing on each Principal Payment Date, as shown in the Pricing Certificate.

“Principal Payment Date” means each date a payment of the Principal Component is due in connection with the Bonds, as shown in the Pricing Certificate.

“Project” means, collectively, (i) the design, acquisition, construction, equipping and improvement of the District’s Maintenance Facilities in the City of Espanola (the “Espanola Maintenance Facility Improvement Project Component”), (ii) the design, acquisition, construction, equipping and improvement of the District’s Maintenance Facilities in the Town of Taos (the “Taos Maintenance Facility Improvement Project Component”), (iii) the purchase and acquisition of electric buses and related equipment for service within the geographic boundaries of the District (the “Electric Bus Acquisition Project Component”), (iv) the funding, if applicable of the Debt Service Reserve Account (including subaccounts thereof for each series of Bonds, if applicable), and (v) paying the District Expenses allocable to each series of Bonds, if applicable, and the Finance Authority Expenses allocable to each series of Bonds, if applicable.

“Project Component” or “Project Components” means, as the context requires, each or all of the Espanola Maintenance Facility Improvement Project Component, the Taos Maintenance Facility Improvement Project Component, the Electric Bus Acquisition Project Component, funding of the debt

service reserve subaccount allocable to each respective Project Component, funding of the District Expenses allocable to each Project Component and, if applicable, the funding of the Finance Authority Expenses allocable to each Project Component.

“Registrar” means the Finance Director of the District, as agent for the District for transfer and exchange of the Bonds or any other entity at the time appointed by resolution of the Governing Body.

“Reserve Fund Insurance Policy” means any insurance policy, surety bond or letter of credit deposited in or credited to the Debt Service Reserve Account as provided in the Pricing Certificate in lieu of or in partial substitution for cash or allowable investments on deposit in the Debt Service Reserve Account.

“Reserve Requirement” means an amount equal to the least of (i) ten percent of the principal amount of the outstanding Bonds, (ii) the maximum annual debt service on the outstanding Bonds, or (iii) 125% of the average annual debt service on the outstanding Bonds. The Reserve Requirement shall be allocated among the Series 2021A Bonds, Series 2021B Bonds and Series 2021C Bonds.

“Resolution” means this Resolution No. __ adopted by the Governing Body on March 5, 2021, authorizing issuance of the Bonds within the parameters established herein, as further supplemented by the Pricing Certificate, and amended from time to time, and pledging the Pledged Revenues to the payment of the Bonds.

“State” means the State of New Mexico.

“Trustee” means the BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the issuance, execution and delivery of the Bonds and the Bond Purchase Agreement are ratified, approved and confirmed.

Section 3. Authorization of the Project. The Project and the method of financing the Project are hereby authorized and ordered at a total cost estimated not to exceed the amount of the Bond proceeds allocated to the Project as set forth in the Pricing Certificate and any investment earnings thereon, excluding any such cost defrayed or to be defrayed by any source other than Bond proceeds. To the extent necessary or advisable as set forth in the applicable Pricing Certificate, the Espanola Maintenance Facility Improvement Project Component, the Taos Maintenance Facility Improvement Project Component, the Electric Bus Acquisition Project Component, including the funding of a debt service reserve subaccount for each of the foregoing Project Components, the funding of the portion of District Expenses allocable to each Project Component and, if applicable, the funding of Finance Authority Expenses allocable to each Project Component may be financed with separate series of the Bonds relating to each Project Component.

Section 4. Findings; Declaration. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the District, the inhabitants of the governmental members of the District and the users of the District’s facilities.

B. Moneys available for the Project from all sources other than the issuance of Revenue Bonds are not sufficient to defray the cost of the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment and redemption of the Bonds.

D. It is economically feasible to defray, in part, the cost of the Project by the issuance of the Bonds.

E. The issuance of the Bonds pursuant to the Act, to provide funds to finance the costs of the Project is necessary and in the interest of the public health, safety and welfare of the residents of the governmental members of the District and the users of the District's facilities.

F. The District is current in the accumulation of all amounts which are required to have been accumulated in the debt service funds and the reserve funds, if any, for the Parity Obligations; provided, that the District has no outstanding Parity Obligations.

Section 5. Bonds – Authorization, Parameters and Detail.

A. Authorization. This Bond Resolution has been adopted by the affirmative vote of both a majority of the of all of the members of the Governing Body and a majority of the total number of votes held by the Governing Body's members. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the residents of the District and users of its facilities, it is hereby declared necessary that the District, pursuant to the Act, issue up to 3 series of its negotiable, fully registered, revenue bonds to be designated the "North Central Regional Transit District, Counties of Los Alamos, Rio Arriba, Santa Fe and Taos, New Mexico Regional Transit District Gross Receipts Tax Improvement Revenue Bonds, Series 2021A, Series 2021B and Series 2021C in an aggregate principal amount not to exceed \$6,436,484 and the issuance, sale and delivery of the Bonds is hereby authorized.

B. Parameters Authorized; Details of Bonds.

(i) The Bonds shall be issued in an aggregate principal amount not to exceed \$6,436,484 for the Project.

(ii) The net effective interest rate on the Bonds shall not exceed 12% per annum.

(iii) The final maturity of the Bonds shall not be later than May 1, 2045.

(iv) The Bonds shall be sold with a maximum underwriting or purchaser's discount not to exceed 1.00%.

(v) The Bonds shall be payable solely from, and shall constitute a lien upon the Pledged Revenues, on parity with the lien thereon of other outstanding Parity Obligations.

(vi) The Bonds shall be sold to the Finance Authority, as Purchaser, pursuant to a private placement, in three (3) series. The principal amount, amortization schedule, Debt Service Reserve Account deposit and other details of each series shall be as specified in the Pricing Certificate.

(vii) The maximum sale price of the Bonds shall be not more than \$6,436,484, exclusive of premium payable in connection with the issuance of the Bonds.

C. The Executive Director of the District is hereby authorized pursuant to this Resolution to approve the final terms of the Bonds as permitted by Section 6-14-10.2 NMSA 1978, and to execute and deliver the Pricing Certificate and, if the Bonds are sold in a negotiated sale or private placement, the Bond Purchase Agreement. An Authorized Officer shall notify the Finance Authority at least five (5) days in advance of determining the final interest rates on the Bonds, unless waived by the Finance Authority. The form of the Bond Purchase Agreement submitted with the adoption of this Resolution are hereby approved with such changes as are approved by the Delegate consistent with the parameters outlined in this Resolution.

D. The Bonds shall be negotiable instruments but shall be issued only as fully registered bonds, in such numbers and denominations as may be requested by the Purchaser, but exchangeable for other fully registered Bonds of any denominations which are multiples of \$1,000. The Bonds shall be numbered separately and consecutively, shall be dated the date of their delivery to the Purchaser, shall mature on May 1 of each year and shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date, payable semi-annually on May 1 and November 1 in each year commencing on November 1, 2021 until their respective maturities. The Bonds shall bear the rates of interest, maturities and provisions for redemption prior to maturity as shall be established in the Pricing Certificate.

Section 6. Redemption of Bonds.

A. Notice of Redemption. In the event that the Bonds are subject to redemption prior to maturity, as may be established in the Pricing Certificate, notice of redemption shall be given by the Registrar by sending a copy of such notice in the manner required by the Depository or by first-class, postage prepaid mail at least thirty (30) days prior to the redemption date to the registered owner of each Bond, or portion thereof, to be redeemed at the address shown as of the close of business of the Registrar on the fifth day prior to the mailing of notice on the registration books kept by the Registrar. The District shall give notice of optional redemption of the Bonds to the Registrar at least forty-five (45) days prior to the redemption date (unless such deadline is waived by the Registrar). The Registrar's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. Notices of redemption shall specify the maturity dates and the number or numbers of the Bonds to be redeemed (if less than all are to be redeemed) and if less than the full amount of any Bond is to be redeemed, the amount of such Bond to be redeemed, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond to be redeemed at the office of the Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Notice having been given in the manner hereinbefore provided, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem all Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the Bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Bonds to be redeemed at the office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption with funds deposited with the Paying Agent by the District.

B. Conditional Redemption. If money or Defeasance Obligations (as defined in Section 31) sufficient to pay the optional redemption price of the Bonds to be called for optional redemption are not on deposit with the Paying Agent prior to the giving of notice of optional redemption pursuant to paragraph A of this Section, such notice shall state such Bonds will be redeemed in whole or in part on the optional redemption date in a principal amount equal to that part of the optional redemption price received by the Paying Agent on the applicable optional redemption date. If the full amount of the optional redemption price is not received as set forth in the preceding sentence, the notice shall be effective only for

those Bonds for which the optional redemption price is on deposit with the Paying Agent. If all Bonds called for optional redemption cannot be redeemed, the Bonds to be redeemed shall be selected in the manner deemed reasonable and fair by the District and the Registrar shall give notice, in the manner in which the original notice or optional redemption was given, that such money was not received and the information required by paragraph A of this Section. In that event, the Registrar shall promptly return to the Owners thereof the Bonds or certificates which it has received evidencing the part thereof which have not been optionally redeemed.

Section 7. Filing of Manual Signatures. Prior to the execution of any Bond pursuant to Sections 6-9-1 to 6-9-6 NMSA 1978, as amended, the Chair or Vice Chair and Secretary of the Governing Body may each file with the New Mexico Secretary of State his or her manual signature certified by him or her under oath; provided that filing shall not be necessary for any officer where any previous filing may have legal application to the Bonds.

Section 8. Execution and Authentication of Bonds.

A. Execution. The Bonds shall be signed with the engraved, imprinted, stamped or otherwise reproduced facsimile of the signature, or the manual signature, of the Chair or Vice Chair of the Governing Body and shall be attested with the facsimile or manual signature of the Secretary of the Governing Body, and such attestation shall be sufficient, with or without a seal of the District, for purposes of executing the Bonds. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar. The Bonds when authenticated and bearing the manual or facsimile signatures of the officers in office at the time of signing thereof shall be valid and binding special obligations of the District, notwithstanding that before delivery thereof and payment therefor, any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. The Chair or Vice Chair and the Secretary of the Governing Body, at the time of the execution of the Bonds and the signature certificate, each may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Bonds or certificates pertaining to the Bonds.

B. Authentication. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication has been duly executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been fully executed if manually signed and inscribed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 9. Negotiability. The Bonds shall be fully negotiable and shall have all the qualities of negotiable paper and the Bondholders shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code. Except as set forth herein, the Bonds outstanding shall in all respects be equally and ratably secured, without preference, priority or distinction on account of the date or dates or the actual time or times of the issuance or maturity of the Bonds.

Section 10. Payment and Presentation of Bonds for Payment. Principal and interest on the Bonds shall be payable in lawful money of the United States of America, without deduction for exchange or collection charges. Principal shall be payable in immediately available funds at maturity or redemption thereof upon presentation and surrender of such Bond at the principal office of the Paying Agent or at the designated office of any successor Paying Agent. Upon any partial prior redemption of any Bond, the registered owner, in its discretion, may request the Registrar to authenticate a new Bond or to make a notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment. Interest on the Bonds shall be payable by check or draft mailed to the registered owner thereof (or in such other manner as may be

agreed upon by the Paying Agent and the registered owner), as shown on the registration books maintained by the Registrar at the address appearing therein on the 15th day of the calendar month next preceding the Interest Payment Date (the "Record Date"). Any interest which is not timely paid or provided for shall cease to be payable to the owner thereof (or of one or more predecessor Bonds) as of the Record Date, but shall be payable to the owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to Bond owners not less than ten (10) days prior thereto. If any Bond presented for payment remains unpaid at maturity or redemption, it shall continue to bear interest at the rate or rates designated in, and applicable to, such Bond from time to time. If any Bond is not presented for payment at maturity or redemption when funds available therefor have been deposited with the Paying Agent, it shall cease bearing interest on and from the date of maturity or redemption.

Section 11. Registration, Transfer, Exchange and Ownership of Bonds.

A. Registration, Transfer and Exchange. The District shall cause books for registration, transfer, and exchange of the Bonds as provided herein to be kept at the principal office of the Registrar. Upon surrender for transfer or exchange of any fully registered Bond at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar shall authenticate and deliver, not more than three (3) business days after receipt of the Bond or Bonds to be transferred, in the name of the transferee or registered owner, as appropriate, a new Bond or Bonds in authorized denominations, in fully registered form of the same aggregate principal amount, maturity and interest rate.

B. Limitations. The Registrar shall not be required to transfer or exchange any Bond (i) during the period of fifteen (15) days next preceding the mailing of notice calling any Bonds for redemption as herein provided, or (ii) after the mailing to registered owners of notice calling such Bonds or portion thereof for redemption as herein provided. The Registrar shall close books for change of registered owners' addresses on each Record Date; transfers will be permitted within the period from each Record Date to each Interest Payment Date, but such transfers shall not include a transfer of accrued interest payable.

C. Owner of the Bonds. The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either the principal of or interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative as stated herein, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

D. Lost Bonds. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such Bond, if mutilated, and such evidence, information or indemnity relating thereto as the Registrar may reasonably require, if lost, stolen or destroyed, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. If any such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, the Registrar may request the Paying Agent to pay such bond in lieu of replacement.

E. Additional Bonds. Executed but unauthenticated Bonds are hereby authorized to be delivered to the Registrar in such quantities as may be convenient to be held in custody by the Registrar pending delivery as herein provided.

F. Charges. For each new Bond issued in connection with a transfer or exchange, the Registrar may make a charge to the owner of the Bond requesting such exchange or transfer sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

G. Successor Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed hereunder shall resign or is prohibited by law from continuing as Registrar or Paying Agent, or if the District shall reasonably determine that the Registrar or Paying Agent has become incapable of fulfilling its duties hereunder, the District may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor Registrar or Paying Agent, or both. Every such successor Registrar or Paying Agent shall be a bank or trust company located in and in good standing in the United States and having shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, not less than \$50,000,000. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the District shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

H. Book Entry. The Bonds may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of bond certificates made to the public, with a Depository acting as securities depository for the Bonds. A single certificate for each maturity date of the Bonds issued in book-entry form will be delivered to the Depository and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in authorized denominations, with transfer of ownership effected on the books of the Depository and its participants ("Participants"). As a condition to delivery of the Bonds in book-entry form, the Purchaser will, immediately after acceptance of delivery thereof, deposit, or cause to be deposited, the Bond certificates with the Depository, registered in the name of the Depository or its nominee. Principal, premium, if any, and interest will be paid to the Depository or its nominee as the registered owner of the Bonds. The transfer of principal, premium, if any, and interest payments to Participants will be the responsibility of the Depository; the transfer of principal, premium, if any, and interest payments to the beneficial owners of the Bonds (the "Beneficial Owners") will be the responsibility of Participants and other nominees of Beneficial Owners maintaining a relationship with Participants (the "Indirect Participants"). The District will not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Depository, Participants or Indirect Participants.

If (i) the Bonds are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Bonds or (iii) the District determines that a continuation of the system of book-entry transfers through the Depository ceases to be beneficial to the District or the Beneficial Owners, the District will either identify another Depository or certificates for the Bonds will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners or their nominees, upon authentication of Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the owners of the Bonds for all purposes. In that event, the District shall mail an appropriate notice to the Depository for notification to Participants, Indirect Participants and Beneficial Owners of the substitute Depository or the issuance of bond certificates to Beneficial Owners or their nominees, as applicable. Officers of the District are authorized to sign agreements with the Depository relating to the matters set forth in this Section.

Notwithstanding any other provision of this Resolution, so long as all of the Bonds are registered in the name of the Depository or its nominee, all payments of principal, premium, if any, and interest on the Bonds, and all notices with respect to the Bonds, shall be made and given by the Paying Agent, Registrar or the District to the Depository as provided in this Resolution and by the Depository to its Participants or Indirect Participants and notices to the Beneficial Owners of the Bonds in the manner provided in an agreement or letter of the District to the Depository.

Section 12. Special Limited Obligations. All of the Bonds and all payments of principal, premium, if any, and interest thereon whether at maturity or on a redemption date, together with any interest accruing thereon, shall be special, limited obligations of the District and shall be payable and collectible solely from the Pledged Revenues, which revenues are so pledged and are payable as set forth in Section 17 of this Resolution. The owner or owners of the Bonds may not look to any general or other fund for the payment of the principal of or interest on such obligations, except the designated special funds pledged therefor. The Bonds shall not constitute an indebtedness or a debt of the District or the County Members within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or held to be general obligations of the District or the County Members, and each of the Bonds shall recite that it is payable and collectible solely out of the Pledged Revenues, pledged as set forth in this Resolution, and that the holders thereof may not look to any general or other municipal fund for the payment of the principal of and interest on the Bonds. Nothing herein shall prevent the District from applying other funds of the District legally available therefor to the payment of the Bonds, in its sole discretion.

Section 13. Form of Bonds. The forms, terms and provisions of the Bonds shall be substantially in the form set forth below, with such changes therein as are not inconsistent with this Resolution and the Pricing Certificate or Certificates.

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
NORTH CENTRAL REGIONAL TRANSIT DISTRICT
COUNTIES OF LOS ALAMOS, RIO ARRIBA, SANTA FE AND TAOS, NEW MEXICO
REGIONAL TRANSIT DISTRICT GROSS RECEIPTS TAX
REVENUE BONDS
SERIES 2021[A][B][C]

Bond No. _____ \$ _____

INTEREST RATE CUSIP	MATURITY DATE	DATE OF BOND
_____ % per annum	May 1, _____	_____, 2021
		N/A

REGISTERED OWNER: _____
PRINCIPAL AMOUNT: _____

The North Central Regional Transit District (the “District”), in the Counties of Los Alamos, Rio Arriba, Santa Fe and Taos and State of New Mexico, a special district duly organized and existing under the Constitution and laws of the State of New Mexico, for value received, hereby promises to pay, solely from the special funds available for the purpose as hereinafter set forth, to the registered owner named above or registered assigns, on the Maturity Date specified above, upon presentation and surrender hereof at the principal office of the District, Espanola, New Mexico, as paying agent, or any successor paying agent (the “Paying Agent”), the Principal Amount stated above, in lawful money of the United States of America, and to pay from such sources interest on the unpaid principal amount at the Interest Rate on November 1, 2021 and on May 1 and November 1 of each year (each an “Interest Payment Date”) thereafter to its maturity, or until redeemed if called for redemption prior to maturity. This bond will bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from its date. Interest on this bond is payable by check mailed to the registered owner hereof (or by such other arrangement as may be mutually agreed to by the Paying Agent and the registered owner) as shown on the registration books for this issue maintained by the Finance Director of the District, as registrar, or any successor registrar (the “Registrar”) at the address appearing therein at the close of business on the fifteenth day of the calendar month next preceding the Interest Payment Date (the “Record Date”). Any interest which is not timely paid or duly provided for shall cease to be payable to the owner hereof as of the Record Date but shall be payable to the owner hereof at the close of business on a special record date to be fixed by the Paying Agent for the payment of interest. The special record date shall be fixed by the Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to owners of Bonds (defined below) as then shown on the Registrar's registration books not less than ten (10) days prior to the special record date. If, upon presentation at maturity or redemption, payment of this bond is not made as herein provided, interest hereon shall continue at the Interest Rate until the principal hereof is paid in full. The principal, premium, if any, and interest on this bond are payable in lawful money of the United States of America, without deduction for the services of the Paying Agent or the Registrar.

This bond is one of a duly authorized series of fully registered bonds of the District in the aggregate principal amount of \$ _____ issued in denominations of \$5,000 or integral multiples thereof, designated as the North Central Regional Transit District, Counties of Los Alamos, Rio Arriba, Santa Fe and Taos, New Mexico Regional Transit District Gross Receipts Tax Revenue Bonds, Series

2021[A][B][C] (the “Series 2021[A][B][C] Bonds”) issued under and pursuant to District Resolution No. _____, as supplemented by a Pricing Certificate dated _____, 2021 (as supplemented, the “Bond Resolution”).

The Series 2021[A][B][C] Bonds maturing on and after May 1, _____, are subject to prior redemption at the District’s option, in one or more units of principal of \$5,000 on and after May 1, _____ in whole or in part at any time, in such order of maturities as the District may determine (and by lot if less than all of the Series 2021[A][B][C] Bonds of such maturity is called, such selection by lot to be made by the Registrar in such manner considered appropriate and fair), for the principal amount of each \$5,000 unit of principal so redeemed plus accrued interest to the redemption date.

Redemption shall be made upon prior notice mailed to each registered owner of each [Series 2021[A][B][C] Bond selected for redemption as shown on the registration books kept by the Registrar in the manner and upon the conditions provided in the Bond Resolution.

Notice of redemption of this bond will be given by providing at least thirty (30) days prior written notice in the manner required by the depository for the Bonds or by first-class postage prepaid mail to the owner hereof at the address shown on the registration books as of the fifth day prior to the mailing of notice as provided in the Resolution. Notices of redemption will specify the number or numbers and maturity date of the Series 2021[A][B][C] Bonds to be redeemed (if less than all are to be redeemed), the date fixed for redemption, the amount of such Bond to be redeemed (if less than the full amount of any Bond is to be redeemed), and shall further state that on such redemption date there will become and be due and payable upon each Bond to be redeemed at the office of the Paying Agent the principal amount thereof plus accrued interest to the redemption date and that from and after such date, the redemption amount having been deposited and notice having been given, interest will cease to accrue. Upon any partial prior redemption of this bond, the registered owner, in its discretion, may request the Registrar to authenticate a new bond or to make an appropriate notation on this bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this bond must be presented to the Paying Agent prior to payment.

Books for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer or exchange of a Bond at the principal office of the Registrar, duly endorsed or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver, not more than three (3) business days after receipt of the Bond or Bonds to be transferred, in the name of the transferee or owner a new Bond or Bonds in fully registered form of the same aggregate principal amount, maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds shall be without charge to the owner or any transferee, but the Registrar may require the payment by the owner of any Bond of any tax or other similar governmental charge required to be paid with respect to such exchange or transfer. The Registrar shall not be required (i) to transfer or exchange any Bond during the period of fifteen (15) days next preceding the mailing of notice calling any Bonds for redemption, or (ii) to transfer or exchange any Bond or part thereof called for redemption. The Registrar will close books for change of registered owners' addresses on each Record Date; transfers will be permitted within the period from each Record Date to each Interest Payment Date, but such transfers shall not include a transfer of accrued interest payable.

The person in whose name any Bond is registered on the registration books kept by the Registrar shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest in the Bond Resolution; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar will, upon receipt of such Bond, if mutilated, and such evidence, information or indemnity relating thereto as the Registrar may reasonably require, if lost, stolen or destroyed, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, the Registrar may direct the Paying Agent to pay such Bond in lieu of replacement.

This Bond does not constitute an indebtedness of the District or any of the Counties of Los Alamos, Rio Arriba, Santa Fe, or Taos, New Mexico (the "County Members") within the meaning of any constitutional or statutory provision or limitation, shall not be considered or held to be a general obligation of the District or the County Members, and is payable and collectible solely out of the revenues derived from the revenues from the Pledged Revenues (as such term is defined in the Bond Resolution) and the bondholders may not look to any other general or other municipal fund for the payment of the interest and principal of this bond. The lien of the Series 2021[A][B][C] Bonds on the Pledged Revenues is an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues. Upon satisfaction of the conditions set forth in the Bond Resolution, additional bonds may be issued and made payable from the Pledged Revenues having a lien thereon on parity with, or subordinate and junior to, the lien on the Pledged Revenues of the Series 2021[A][B][C] Bonds, but additional bonds may not be issued with a lien thereon superior to the lien thereon of the Series 2021[A][B][C] Bonds. Amounts and securities held in the Series 2021[A][B][C] Bonds Debt Service Accounts and the Series 2021[A][B][C] Bonds Debt Service Reserve Accounts, as such terms are defined in the Bond Resolution, have been exclusively pledged for payment of the principal of, premium, if any, and interest on the Series 2021[A][B][C] Bonds.

The Series 2021[A][B][C] Bonds are issued to provide funds to defray in part the costs of the [Espanola Maintenance Facility Improvement Project] [the Taos Maintenance Facility Improvement Project] [the Electric Bus Acquisition Project], the funding of the debt service reserve subaccount allocable to the [Espanola Maintenance Facility Improvement Project] [the Taos Maintenance Facility Improvement Project] [the Electric Bus Acquisition Project], the funding of the District Expenses allocable to [Espanola Maintenance Facility Improvement Project] [the Taos Maintenance Facility Improvement Project] [the Electric Bus Acquisition Project] and, if applicable, the funding of the Finance Authority Expenses allocable to [Espanola Maintenance Facility Improvement Project] [the Taos Maintenance Facility Improvement Project] [the Electric Bus Acquisition Project].

The District covenants and agrees with the owner of this Bond and with each and every person who may become the owner hereof that it will keep and perform all of the covenants of the Bond Resolution.

This Bond is subject to the condition, and every owner hereof by accepting the same agrees with the obligor and every subsequent owner hereof, that the principal of and interest on this bond shall be paid, and this bond is transferable, free from and without regard to any equities, set-offs or crossclaims between the obligor and the original or any other owner hereof.

It is hereby certified that all acts and conditions necessary to be done or performed by the District or to have happened precedent to and in the issuance of the Bonds to make them legal, valid and binding special obligations of the District have been performed and have happened as required by law, and that the Bonds do not exceed or violate any constitutional or statutory limitation of or pertaining to the District or the County Members. This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the Certificate of Authentication.

IN WITNESS WHEREOF, the North Central Regional Transit District, Counties of Los Alamos, Rio Arriba, Santa Fe and Taos, New Mexico has caused this bond to be signed and executed on the District's behalf with the facsimile or manual signature of the Chair or Vice Chair of the Governing Body of the District and the facsimile or manual signature of the Secretary of the Governing Body of the District, all as of the Date of Bond.

NORTH CENTRAL REGIONAL TRANSIT AUTHORITY,
COUNTIES OF LOS ALAMOS, RIO ARRIBA, SANTA FE
AND TAOS, NEW MEXICO

By _____
Chair or Vice Chair

By _____
Secretary-Treasurer

(FACSIMILE SEAL)
[if applicable]

(Form of Registrar's Certificate of Authentication)

Certificate of Authentication

This is one of the Bonds described in the Bond Resolution, and this bond has been registered on the registration books kept by the undersigned as Registrar for the Bonds.

Date of Authentication: _____

Finance Director,
North Central Regional Transit District,
as Registrar

By _____
Authorized Officer

(End of Form of Registrar's Certificate of Authentication)

(Form of Assignment)

For value received, _____ hereby sells, assigns and transfer unto _____ the within bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the books of the Registrar, with full power of substitution in the premises.

Social Security or Tax Identification No. of Assignee _____

Dated: _____

Signature Guarantee:

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

(End of Form of Assignment)

(End of Form of Bond)

Section 14. Period of Project's Usefulness. It is hereby determined and recited that (1) the period of usefulness of the Espanola Maintenance Facility Improvement Project, the Taos Maintenance Facility Improvement Project and the Electric Bus Acquisition Project will not expire prior to the final maturity date of, respectively, the Series 2021A Bonds, the Series 2021B Bonds and the Series 2021C Bonds.

Section 15. Use of Bond Proceeds and Other Funds; Completion of Project. Except as herein otherwise specifically provided, the proceeds derived from the sale of the Bonds, shall be used and paid solely for the valid costs of the Project.

A. Expenses. An amount necessary, together with other legally available funds of the District, shall be used to pay the District Expenses and, if applicable, the Finance Authority Expenses.

B. Acquisition Funds. Proceeds derived from the sale of the Series 2021A Bonds, Series 2021B Bonds and Series 2021C Bonds in the amounts specified in the Pricing Certificate shall be deposited promptly upon the receipt thereof in the Acquisition Account for the corresponding series of Bonds. Until the completion of the Espanola Maintenance Facility Improvement Project, the Taos Maintenance Facility Improvement Project, and the Electric Bus Acquisition Project, the money in the Acquisition Account corresponding to each Project Component shall be used and paid out solely for the purpose of that Project Component in compliance with applicable law.

C. Reserve Funds. Proceeds derived from the sale of the Series 2021A Bonds, Series 2021B Bonds and Series 2021 C Bonds in the amounts specified in the Pricing Certificate shall be deposited promptly upon the receipt thereof in the corresponding Debt Service Reserve Account for that Series and used as described in paragraph E of Section 17 of this Resolution.

D. Project Completion.

As soon as practicable after completion of each Project Component, any proceeds remaining unspent (other than any amount retained by the District for Project Component costs not then

due and payable) shall be transferred and deposited in the applicable Debt Service Account and used by the District to pay principal and interest on the corresponding series of Bonds as same become due.

E. Purchaser Not Responsible. The Purchaser of the Bonds shall in no manner be responsible for the application or disposal by the District or by its officers of the funds derived from the sale thereof or of any other funds herein designated.

F. Bond Insurance Policy and/or Reserve Fund Insurance Policy. A Bond Insurance Policy and/or Reserve Fund Insurance Policy may be obtained in connection with the issuance of each series of the Bonds, as may be provided in the applicable Pricing Certificate. The covenants of the District and other provisions required by the issuer of the Bond Insurance Policy and/or Reserve Fund Insurance Policy or otherwise necessary or advisable in connection with the Bond Insurance Policy and/or Reserve Fund Insurance Policy shall be included in the applicable Pricing Certificate.

Section 16. Funds and Accounts. The District hereby creates or authorizes the creation of the following special and separate funds and accounts:

A. 2021 Acquisition Fund. The “North Central Regional Transit Authority Gross Receipts Tax Improvement Revenue Bonds, Series 2021, Acquisition Fund” (the “Acquisition Fund”) and, within the Acquisition Fund, an acquisition account for each series of Bonds as specified in the Pricing Certificate, to be maintained by the Trustee for the Finance Authority.

B. Pledged Revenue Fund. The “North Central Regional Transit Authority Gross Receipts Tax Improvement Revenue Bonds, Series 2021, Gross Receipts Tax Revenue Fund” (the “Pledged Revenue Fund”) to be maintained by the District, into which the District shall deposit the Pledged Revenues.

C. 2021 Debt Service Fund. The “North Central Regional Transit Authority Gross Receipts Tax Improvement Revenue Bonds, Series 2021, Debt Service Fund” (the “Debt Service Fund”) and within the Debt Service Fund, a debt service account for each series of Bonds as specified in the Pricing Certificate, to be maintained by the Trustee for the Finance Authority.

D. 2021 Debt Service Reserve Fund. The “North Central Regional Transit Authority Gross Receipts Tax Improvement Revenue Bonds, Series 2021, Debt Service Reserve Fund” (the “Reserve Fund”), and within the Reserve Fund, a debt service reserve account for each series of Bonds as specified in the Pricing Certificate, to be maintained by the Trustee for the Finance Authority.

Section 17. Deposit of Pledged Revenues and Flow of Funds.

A. So long as any of the Bonds shall remain outstanding, either as to principal or interest or both, the payments set forth in the following subsections of this Section 17 shall be made monthly from the Pledged Revenues.

B. Debt Service Fund Payments. The following amounts shall be withdrawn from the Pledged Revenue Fund (and on parity with other outstanding Parity Bonds), transferred to the Finance Authority either pursuant to the Intercept Agreement or directly from the District as provided by the Bond Purchase Agreement and Intercept Agreement, and shall be concurrently credited to the applicable debt service account of the Debt Service Fund:

(1) Monthly, commencing on the first day of the month immediately succeeding the delivery of each series of Bonds, an amount in equal monthly installments necessary,

together with any other moneys therein and available therefor, to pay the next maturing installment of interest on that series of Bonds, and monthly thereafter, commencing on each Interest Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing installment of interest on that series of Bonds then outstanding.

(2) Monthly, commencing on the first day of the month immediately succeeding the delivery of each series of Bonds, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of principal of that series of Bonds and monthly thereafter, commencing on each principal payment date, one-twelfth (1/12) of the amount necessary to pay the next maturing installment of principal on that series of Bonds then outstanding.

The District shall transfer to the Finance Authority from the Pledged Revenues the amounts provided in subsections (1) and (2) of this Section 17B, and the Finance Authority shall not intercept such amounts from the Pledged Revenues pursuant to the Intercept Agreement unless the District fails to timely transfer each such amount, in which event the Finance Authority shall intercept such amounts from Pledged Revenues pursuant to the Intercept Agreement. Such amounts shall be intercepted in approximately equal monthly payments for each County Member when distributions are made by the Distributing State Agency in accordance with a schedule prepared by the Finance Authority at the commencement of interception of payments. The monthly intercepted installments will be amounts sufficient, when combined, to meet the payments described in subparagraphs 17B(i) and (2) above.

C. Credit. In making the deposits required to be made into each debt service account of the Debt Service Fund, if there are any amounts then on deposit in that debt service account available for the purpose for which such deposit is to be made, the amount of the deposit to be made pursuant to paragraph A above shall be reduced by the amount available in such debt service account for such purpose.

D. Transfer of Money out of Debt Service Accounts. Each payment of principal and interest becoming due on the applicable series of Bonds shall be transferred from the corresponding Pledged Revenue Fund to the Paying Agent on or before two Business Days prior to the due date of such payment and then transferred to the Finance Authority.

E. Reserve Fund and Reserve Fund Insurance Policy. Each debt service reserve account of the Reserve Fund shall be funded from proceeds of the corresponding series of Bonds in the amount established in the Pricing Certificate applicable to that series of Bonds. After funding the debt service reserve account in the amount equal to the Reserve Requirement for that series of Bonds as established in the corresponding Pricing Certificate, no additional payments need be made into the that debt service reserve account so long as the moneys therein shall equal not less than the Reserve Requirement applicable to the corresponding series of Bonds. The moneys (if any) in each debt service reserve account shall be accumulated and maintained as a continuing reserve to be used, except as hereinafter provided in paragraph (F) of this Section 17, only to prevent deficiencies in the payment of the principal of and interest on the corresponding series of Bonds resulting from failure to deposit into the debt service account sufficient funds to pay the principal and interest on the applicable series of Bonds as the same accrue.

F. Defraying Delinquencies in the Debt Service Fund and Reserve Fund. If, on any Interest Payment Date, the amount on deposit in a debt service account of the Debt Service Fund is insufficient to pay principal of and interest on the corresponding series of Bonds then due, then an amount shall be paid into that debt service account on such date from the corresponding debt service reserve account (if moneys are then on deposit in such corresponding debt service reserve account) equal to the amount of the insufficiency. The money deposited in the applicable debt service account from the corresponding debt service reserve fund, if any, shall be replaced in that debt service reserve account in 12 substantially equal

monthly deposits commencing on the first day of the first month immediately succeeding the draw on that debt service reserve account. Such accumulation shall be made from the Pledged Revenues second to the payments required by paragraph B of this Section. If, in any month, the District shall, for any reason, fail to pay into the applicable debt service reserve account of the Reserve Fund the full amount required, the difference between the amount paid and the amount so stipulated shall be paid therein from the first Pledged Revenues thereafter received and not required to be otherwise applied. The moneys in each debt service reserve account of the Reserve Fund shall be used solely and only for the purpose of paying any deficiencies in the payment of the principal of and the interest on the corresponding series of Bonds; provided, however, that any moneys at any time in excess of the Reserve Requirement applicable to each series of Bonds in the corresponding debt service reserve account may be withdrawn therefrom and applied to any other lawful purpose. Cash accumulated in each debt service reserve account of the Reserve Fund shall not be invested in a manner which could cause the corresponding series of Bonds to become arbitrage bonds within the meaning of the Code. Any investments held in any debt service reserve account shall be valued annually, on or about June 1, at their current fair market value and, if the amount then on deposit in that debt service reserve account exceeds the Reserve Requirement applicable to the corresponding series of Bonds, all amounts in excess of the that Reserve Requirement shall be transferred to the debt service account for the corresponding series of Bonds and used to pay principal of and interest on that series of Bonds.

G. Payment of Parity Obligations. Concurrently with the payment of the Pledged Revenues required by paragraphs B, E and F of this Section, any amounts on deposit in the Pledged Revenue Fund shall be used by the District for the payment of principal of, interest on and debt service reserve fund deposits relating to outstanding Parity Bonds payable from the Pledged Revenues, as the same become due. If funds on deposit in the Pledged Revenue Funds are not sufficient to pay when due the required payments of principal of, interest on and debt service reserve fund deposits relating to the Bonds and any other outstanding Parity Bonds, then the available funds in the Pledged Revenue Fund will be used, first, on a pro rata basis, based on the amount of principal and interest then due with respect to each series of outstanding Parity Bonds, for the payment of principal of and interest on all series of outstanding Parity Bonds and, second, to the extent of remaining available funds in the Pledged Revenue Fund on a pro rata basis, based on the amount of debt service reserve fund deposits then required with respect to each series of outstanding Parity Bonds, for the required debt service reserve fund deposits for all series of outstanding Parity Bonds.

H. Termination Upon Deposits to Maturity. No payment shall be made into the debt service accounts of the Debt Service Fund or the debt service reserve accounts of the Reserve Fund if the amounts in such funds total a sum at least equal to the entire aggregate amount due as to principal, premium, if any, and interest, on the Bonds to their respective maturities or applicable redemption dates, in which case moneys in the Debt Service Fund and the Reserve Fund in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in the Debt Service Fund and the Reserve Fund may be used as provided below.

I. Payment of Subordinate Obligations. Subsequent to the payments required by paragraphs B, E, F and G of this Section, any balance remaining in the Pledged Revenue Fund, after making the payments hereinabove provided shall be used by the District for the payment of interest on and the principal of Outstanding Subordinate Bonds or other obligations, if any, having a lien on any of the Pledged Revenues subordinate to the lien thereon of the Bonds hereafter authorized, issued and payable from the Pledged Revenues, as the same become due.

J. Surplus Revenues. After making all the payments hereinabove required to be made by this Section, the remaining Pledged Revenues, if any, may be applied to any other lawful purpose, as the District may from time to time determine.

Section 18. General Administration of Funds. The funds designated in Section 16 shall be administered and invested as follows:

A. Places and Times of Deposits. The Pledged Revenue Fund shall be separately maintained as a trust fund or funds for the purpose established and shall be invested by the District or deposited in one or more bank accounts in an Insured Bank or Banks. All other funds designated in Section 16 shall be maintained by the Trustee for the Finance Authority. The Pledged Revenue Fund shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any purpose other than the designated purpose. Payments shall be made into the Pledged Revenue Fund on the first day of the month except when the first day shall not be a Business Day, then payment shall be made on the next succeeding Business Day. No later than two Business Days prior to each Interest Payment Date, moneys sufficient to pay interest and principal then due on the Bonds shall be transferred to the Paying Agent. Nothing in this Resolution shall prevent the District from establishing one or more bank accounts in an Insured Bank or Banks for the Pledged Revenue Fund required by this Resolution or shall prevent the combination of such fund with any other bank account or accounts or investments for other funds and accounts of the District.

B. Investment of Moneys. Moneys in each debt service reserve account of the Reserve Fund shall be maintained by the Trustee for the Finance Authority. The obligations so purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any loss resulting from such investment shall be charged to such fund or account.

At such time as any series of Bonds is paid in full or is deemed to be paid in full, the amount on deposit in the corresponding debt service reserve account may be used to pay the final installments of principal and interest on that series of Bonds, and otherwise may be withdrawn and transferred to the District to be used for any lawful purpose, provided that, if such amounts are used for a purpose other than payment of that series of Bonds, there shall be delivered an opinion of nationally recognized bond counsel that the purpose for which such funds are to be used is a lawful purpose for which such proceeds may be used under the laws of the State of New Mexico and that such use shall not result in the inclusion of interest on any of the Bonds, in gross income of the recipient thereof for federal income tax purposes.

If moneys have been withdrawn from any debt service reserve account of the Reserve Fund and deposited into the debt service account for the corresponding series of Bonds to prevent a default on that series of Bonds, then the District will pay, from Pledged Revenues or other monies legally available therefor, the full amount so withdrawn or so much as shall be required to restore that debt service reserve account of the Reserve Fund the Reserve Requirement for the corresponding series of Bonds. Such repayment shall be made as required by paragraph F of Section 17 of this Resolution.

Section 19. Lien on Pledged Revenues. The Pledged Revenues and the amounts and securities on deposit in the Debt Service Fund and the Reserve Fund, and the proceeds thereof, are hereby authorized to be pledged to, and are hereby pledged, and the District grants a security interest therein for, the payment of the principal of, premium, if any, and interest on the Bonds. subject to the uses thereof permitted by, and the priorities set forth in, this Resolution. The Bonds constitute an irrevocable and first lien, but not an exclusive first lien on the Pledged Revenues on parity with the lien thereon of the outstanding Parity Bonds and additional Parity Bonds, if any, hereafter authorized to be issued and payable from the Pledged Revenues.

Section 20. Additional Parity Bonds Payable from Pledged Revenues.

A. Parity Bonds Test. This Resolution shall not prevent the issuance of additional Parity Bonds payable from and constituting a lien upon the Pledged Revenues on parity with the lien of the Bonds. Before any additional Parity Bonds are actually issued, the District shall seek the prior written consent of the Finance Authority, such consent shall not be unreasonably withheld, and it must be determined that:

(1) The District is then current in the accumulation of all amounts which are then required to be on deposit in each account of the Debt Service Fund and each account the Reserve Fund in accordance with Section 17 of this Resolution; and

(2) The Pledged Revenues (not including the Hold Harmless Distribution) received by the District or the County Members in the Fiscal Year immediately preceding the date of issuance of the proposed additional Parity Bonds shall have been sufficient to pay an amount representing at least 125% of the combined maximum annual principal and interest coming due in any subsequent Fiscal Year on (1) the outstanding Bonds, (2) other outstanding Parity Bonds payable from and constituting a lien upon the Pledged Revenues, and (3) the Parity Bonds proposed to be issued.

For purposes of the test set forth in clause (2) above, if on the date of issuance of the additional Parity Bonds, (a) any amount of the reserve fund requirement for the additional Parity Bonds is immediately deposited in or credited to the reserve fund for the additional Parity Bonds or, (b) any amount of the reserve fund requirement for any issue of outstanding Parity Bonds is then on deposit in or credited to the reserve fund for any issue of outstanding Parity Bonds, then the amounts on deposit in or credited to the respective reserve funds shall be deducted from the principal and interest coming due in the final Fiscal Year for the additional Parity Bonds or any issue of outstanding Parity Bonds for which such reserve fund was created.

B. Certification or Opinion Regarding Pledged Revenues. A written certificate or opinion by an Independent Accountant or the District Finance Director, that the Pledged Revenues (not including the Hold Harmless Distribution) are sufficient to pay the required amounts under the test in paragraph A of this Section, shall conclusively determine the right of the District to issue additional Parity Bonds. The Independent Accountant or District Finance Director may utilize the results of any annual audit to the extent it covers the applicable period.

C. Subordinate Obligations Permitted. With prior written notice to the Finance Authority, nothing in this Resolution shall prevent the District from issuing bonds or other obligations payable from Pledged Revenues pledged by this Resolution and having a lien on any of the Pledged Revenues subordinate to the lien of the Bonds and on a parity with the Subordinate Bonds in accordance with the following requirements set forth in Section 21 of this Resolution.

D. Superior Obligations Prohibited. The District shall not issue any obligation having a lien on any of the Pledged Revenues pledged by this Resolution which is prior and superior to the Bonds.

Section 21. Refunding Bonds. The provisions of Section 20 of this Resolution are subject to the following exceptions:

A. Privilege of Issuing Refunding Obligations. If at any time the District shall find it desirable to refund any outstanding obligations constituting a lien upon the Pledged Revenues, the Bonds or other obligations, or any part thereof, such obligations may be refunded, but only with the consent of the holders, unless the obligations shall then mature or be callable for redemption, or the plan of refunding calls for payment of the obligations at maturity or at a redemption date, regardless of whether the lien priority is

changed by the refunding except that superior obligations are prohibited as provided in paragraph D of Section 20 of this Resolution and except as provided in paragraphs B and C of this Section.

B. Limitation Upon Issuance of Parity Refunding Obligations. No refunding obligations shall be issued with a lien on the Pledged Revenues on parity with the lien of the Bonds, unless:

(1) The lien on the Pledged Revenues of the outstanding obligations so refunded is on parity with the lien on the Pledged Revenues of the Bonds; or

(2) The refunding obligations are issued in compliance Section 20 of this Resolution.

C. Refunding Part of an Issue. The refunding bonds or other refunding obligations issued shall enjoy complete equality of lien with the portion of any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the owner or owners of the same issue refunded thereby. If only a part of any issue or issues is refunded, then there may be no refunding without the consent of the holders of the unrefunded portion of such obligations, unless:

(1) The refunding obligations do not increase the aggregate principal and interest requirements for any Fiscal Year commencing prior to the last maturity date of such unrefunded obligations; or

(2) The lien of the refunding obligations is subordinate to the lien of any obligations not refunded; or

(3) The refunding bonds or other refunding obligations are issued in compliance with Section 20 of this Resolution.

D. Limitation Upon Issuance of Any Refunding Obligations. Any refunding obligations payable from Pledged Revenues shall be issued with such details as the Governing Body may provide, subject to the inclusion of any such rights and privileges designated in paragraph C of this Section but without impairing any contractual obligation imposed by any proceedings authorizing any unrefunded portion of any issue or issues, including the Bonds.

Section 23. Equality of Parity Bonds; Equality of Parity Subordinate Bonds.

The Parity Bonds from time to time outstanding shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of their issuance or the date incurred, it being the intention of the Governing Body that, except as set forth herein, there shall be no priority among Parity Bonds regardless of whether they are actually issued and delivered or incurred at different times.

Section 24. Protective Covenants. The District hereby covenants and agrees with each and every holder of the Bonds issued hereunder:

A. Use of Bond Proceeds. The District will proceed without delay to apply the proceeds of the Bonds as set forth in Section 15 of this Resolution.

B. Payment of Bonds Herein Authorized. The District will promptly pay the principal of and the interest on every Bond at the place, on the date and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

C. District's Existence. The District will maintain its corporate identity and existence so long as any of the Bonds remain outstanding, unless another political subdivision by operation of law succeeds to the liabilities and rights of the District, without adversely affecting to any substantial degree the privileges and rights of any owner of the Bonds.

D. Extension of Interest Payments. In order to prevent any accumulation of claims for interest after maturity, the District will not directly or indirectly extend or assent to the extension of time for the payment of any claim for interest on any of the Bonds, and the District will not directly or indirectly be a party to or approve any arrangements for any such extension.

E. Records. So long as any of the Bonds remain outstanding, proper books of record and account will be kept by the District, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Pledged Revenues.

F. Audits and Budgets. The District will, within two hundred and seventy (270) days following the close of each Fiscal Year, cause an audit of its books and accounts relating to the Pledged Revenues to be commenced by an Independent Accountant showing the receipts and disbursements in connection with such revenues.

G. Other Liens. Other than as described and identified by this Resolution, there are no liens or encumbrances of any nature whatsoever on or against the Pledged Revenues.

H. Impairment of Contract. The District agrees that any law, resolution or other official action of the District that in any manner affects the Pledged Revenues or the Bonds shall not be repealed or otherwise directly or indirectly modified, in such a manner as to impair adversely any Bonds outstanding, unless such Bonds have been discharged in full or provision has been fully made therefor or unless the required consents of the holders of the then outstanding Bonds are obtained pursuant to Section 29 of this Resolution.

I. Debt Service Funds and Reserve Funds. The Debt Service Fund and each account thereof, and the Reserve and each account thereof, shall be used solely and only, and those funds are hereby pledged, for the purposes set forth in this Resolution.

J. Surety Bonds. Each District official and employee being responsible for receiving Pledged Revenues shall be bonded at all times, which bond shall be conditioned upon the proper application of such funds.

K. Performing Duties. The District will faithfully and punctually perform all duties with respect to the Bonds required by the Constitution and laws of the State of New Mexico and the resolutions of the District relating to the Bonds.

L. Tax Covenants. The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code. The Chair, Vice Chair and Secretary of the Governing Body, and other officers of the District having responsibility for the issuance of the Bonds shall give an appropriate certificate of the District, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the District regarding the amount and use of all the proceeds of

the Bonds, the facts, circumstances and estimates on which they are based, other facts and circumstances relevant to the tax treatment of interest on the Bonds, and making related covenants.

The District covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate rebate payments, yield reduction payments or payments of alternative amounts in lieu of rebate to the federal government, if required, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Chair, Vice Chair and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, if any, as may be required or appropriate to assure such exclusion of that interest.

In furtherance of the covenants set forth above, the District hereby establishes a fund separate from any other funds established and maintained hereunder designated as the Rebate Fund (the "Rebate Fund"). Money and investments in the Rebate Fund shall not be used for the payment of the Bonds, and amounts credited to the Rebate Fund shall be free and clear under any pledge under this Resolution. Money in the Rebate Fund shall be invested in a manner provided in Section 18 for investment of money, and all amounts on deposit in the Rebate Fund shall be held by the District, or a designated trustee, in trust, to the extent required to pay rebatable arbitrage to the United States of America. The District shall unconditionally be entitled to accept and rely upon the recommendation, advice, calculation and opinion of an accounting firm or other person or firm with knowledge of or experience in advising with respect to the provisions of the Code relating to rebatable arbitrage. The District shall remit all rebate installments and the final rebate payment to the United States of America as required by the provisions of the Code. Any moneys remaining in the Rebate Fund after redemption and payment of all the Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and remitted to the District.

Section 25. Intercept Agreement. The execution and delivery of one or more Intercept Agreements to be entered into by and among the District, the County Members, the Finance Authority and the New Mexico Taxation and Revenue Department (the "Department"), is hereby authorized and approved. The Chairperson of the Governing Body is hereby authorized to execute and deliver one or more Intercept Agreements, in substantially the form presented in connection with the Governing Body's consideration of this Resolution, is hereby authorized, with such modifications as may be necessary or advisable to carry out the purposes of this Resolution. The District acknowledges and approves the execution and delivery of one or more Intercept Agreements by the County Members, and that the Department will advise as to whether a single or multiple Intercept Agreements are necessary to carry out the purposes thereof.

Section 26. Events of Default. Each of the following events is hereby declared an "event of default":

A. Nonpayment of Principal. Failure to pay the principal of any of the Bonds when the same becomes due and payable, either at maturity, or by proceedings for redemption, or otherwise.

B. Nonpayment of Interest. Failure to pay any installment of interest when the same becomes due and payable.

C. Incapable of Performing. If the District shall for any reason be rendered incapable of fulfilling its obligations hereunder.

D. Default of any Provision. Default by the District in the due and punctual performance of its covenants or conditions, agreements and provisions contained in the Bonds or in this Resolution on its part to be performed (other than a default set forth in subparagraphs A and B of this Section), and the continuance of such default for thirty (30) days after written notice specifying such default and requiring the same to be remedied has been given to the District by the holders of twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding.

E. Bankruptcy. The District (i) files a petition or application seeking reorganization or arrangement of debt under Federal Bankruptcy law, or other debtor relief under the laws of any jurisdiction, or (ii) is the subject of such petition or application which the District does not contest or is not dismissed or discharged within sixty (60) days.

Section 27. Remedies Upon Default. Upon the happening and continuance of any of the events of default as provided in Section 26 of this Resolution, then and in every case, the holder or holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding, including, but not limited to, a trustee or trustees therefor, may proceed against the District, the Governing Body and its agents, officers and employees, but only in their official capacities, to protect and enforce the rights of any holder of Bonds under this Resolution by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award relating to the execution of any power herein granted for the enforcement of any legal or equitable remedy as such holder or holders may deem most effectual to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of any Bondholder, or to require the Governing Body to act as if it were the trustee of an express trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all holders of the Bonds then outstanding. The failure of any Bondholder so to proceed shall not relieve the District or any of its officers, agents or employees of any responsibility for failure to perform, in their official capacities, any duty. Each right or privilege of such holder (or trustee thereof) is in addition and cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any holder shall not be deemed a waiver of any other right or privilege.

Section 28. Duties Upon Default. Upon the happening of any of the events of default provided in Section 26 of this Resolution, the District, in addition, will do and perform all proper acts on behalf of and for the owners of the Bonds to protect and preserve the security created for the payment of the Bonds and to insure the payment of the principal of and interest on the Bonds promptly as the same become due. All proceeds derived therefrom, so long as any of the Bonds, either as to principal or interest, are outstanding and unpaid, shall be applied as set forth in Section 17 of this Resolution. In the event the District fails or refuses to proceed as provided in this Section, the holder or holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding, after demand in writing, may proceed to protect and enforce the rights of the owners of the Bonds as hereinabove provided.

Section 29. Bonds Not Presented When Due. If any Bonds shall not be duly presented for payment when due at maturity or on the redemption date thereof, and if moneys sufficient to pay such Bonds are on deposit with the Paying Agent for the benefit of the owners of such Bonds, all liability of the District to such owners for the payments of such Bonds shall be completely discharged, such Bonds shall not be deemed to be outstanding and it shall be the duty of the Paying Agent to segregate and to hold such moneys in trust, without liability for interest thereon, for the benefit of the owners of such Bonds as may be provided in any agreement hereafter entered into between the Paying Agent and an officer of the District.

Section 30. Delegated Powers; Authority to Make Budget Adjustments. The Authorized Officers of the District are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, without limiting the generality of the foregoing, the publication of the title and general summary of this Resolution set out in Section 37 (with such changes, additions and deletions as they may determine), the printing of the Bonds, and the execution of such documents or certificates as may be required by the Finance Authority or bond counsel. The officers of the District are hereby authorized and directed to take all action necessary to make the budget adjustments needed to reflect the Bond proceeds.

Section 31. Amendment of Resolution. This Resolution may be amended without the consent of the holder of any Bond to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained herein. Prior to the date of the initial delivery of the Bonds to the Finance Authority, the provisions of this Resolution may be amended with the written consent of the Finance Authority, with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. In addition, this Resolution may be amended without receipt by the District of any additional consideration, but with the written consent of the holders of seventy-five percent (75%) of the Bonds then outstanding (not including Bonds which may be held for the account of the District); but no resolution adopted without the written consent of the holders of all outstanding Bonds shall have the effect of permitting:

- A. An extension of the maturity of any Bond; or
- B. A reduction of the principal amount or interest rate of any Bond; or
- C. The creation of a lien upon the Pledged Revenues ranking prior to the lien or pledge created by this Resolution; or
- D. A reduction of the principal amount of Bonds required for consent to such amendatory resolution; or
- E. The establishment of priorities as between Bonds issued and outstanding under the provisions of this Resolution; or
- F. The modification of or otherwise affecting the rights of the holders of less than all the outstanding Bonds.

Section 32. Defeasance. When all principal and interest in connection with the Bonds hereby authorized have been duly paid, the pledge and lien on the Pledged Revenues for the payment of the Bonds shall thereby be discharged and the Bonds shall no longer be deemed to be outstanding within the meaning of this Resolution. Payment shall be deemed made with respect to any Bond or Bonds when the District has placed in escrow with a commercial bank exercising trust powers, an amount sufficient (including the known minimum yield from Defeasance Obligations, as defined below) to meet all requirements of principal and interest as the same become due to their final maturities or upon designated redemption dates. Any Defeasance Obligations shall become due when needed in accordance with a schedule agreed upon between the District and such bank at the time of the creation of the escrow. Defeasance Obligations within the meaning of this Section shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGs”), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

Section 33. Resolution Irrepealable. After any of the Bonds are issued, this Resolution shall be and remain irrepealable until the Bonds and the interest thereon shall be fully paid, canceled and discharged, as herein provided, or there has been defeasance of the Bonds as herein provided.

Section 34. Severability Clause. If any Section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 35. Repealer Clause. All bylaws, orders, resolutions and other enactments, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or other enactment, or part thereof, heretofore repealed.

Section 36. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of resolutions of the District kept for that purpose, authenticated by the signatures of the Chair or Vice Chair and Secretary of the Governing Body, and the title and general summary of the subject matter contained in this Resolution (set out in Section 37 below) shall be published in a newspaper which maintains an office and is of general circulation in the District and this Resolution shall be in full force and effect in accordance with law.

Section 37. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

(Form of Notice of Adoption of Resolution for Publication)

Notice is hereby given of the title and of a general summary of the subject matter contained in an resolution duly adopted and approved by the Board of Directors of the North Central Regional Transit District, Counties of Los Alamos, Rio Arriba, Santa Fe and Taos, New Mexico (the "District"), on March 5, 2021, relating to the authorization and issuance of the District's Regional Transit District Gross Receipts Tax Revenue Bonds, Series 2021. Complete copies of the Resolution are available for public inspection during the normal and regular business hours of the Executive Director of the District, 1327 N. Riverside Drive, Espanola, New Mexico 87532.

The title of the Resolution is:

AUTHORIZING THE ISSUANCE AND SALE OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT REVENUE BONDS, SERIES 2021 (WHICH MAY BE ISSUED IN UP TO THREE (3) SERIES) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SIX MILLION FOUR HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS (\$6,436,484) FOR THE PURPOSE OF FINANCING THE COST OF (1) DESIGNING, ACQUIRING, CONSTRUCTING, RENOVATING, EQUIPPING AND OTHERWISE IMPROVING THE DISTRICT'S MAINTENANCE FACILITY IN THE TOWN OF TAOS, (2) DESIGNING, ACQUIRING, CONSTRUCTING, RENOVATING, EQUIPPING AND OTHERWISE IMPROVING THE DISTRICT'S MAINTENANCE FACILITY IN THE CITY OF ESPANOLA, (3) ACQUIRING AND PURCHASING ELECTRIC BUSES FOR SERVICE AND RELATED EQUIPMENT WITHIN THE GEOGRAPHIC BOUNDARIES OF THE DISTRICT, (4) FUNDING, IF APPLICABLE, A DEBT SERVICE RESERVE ACCOUNT, AND (5) PAYING THE DISTRICT EXPENSES RELATED TO THE BONDS; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL OF AND INTEREST DUE ON THE BONDS SOLELY FROM THE DISTRIBUTION TO THE COUNTY MEMBERS OF REVENUES OF THE REGIONAL TRANSIT DISTRICT GROSS RECEIPTS TAX PURSUANT TO SECTION 7-20E-23 NMSA 1978, AS AMENDED, AND TRANSFERRED TO THE DISTRICT; APPROVING THE FORMS OF AND OTHER DETAILS CONCERNING THE BONDS; SETTING THE MAXIMUM INTEREST RATE

OF THE BONDS; APPROVING THE EXECUTION AND DELIVERY OF A PRICING CERTIFICATE SETTING FORTH THE FINAL TERMS OF THE BONDS, A BOND PURCHASE AGREEMENT WITH THE NEW MEXICO FINANCE AUTHORITY AND ONE OR MORE INTERCEPT AGREEMENTS TO BE ENTERED INTO BY THE DISTRICT, ITS COUNTY MEMBERS, THE NEW MEXICO FINANCE AUTHORITY AND THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT; APPROVING THE FORMS OF BOND PURCHASE AGREEMENT AND INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF THE BONDS.

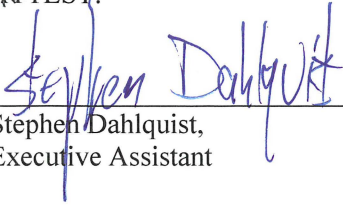
This notice constitutes compliance with § 6-14-6 NMSA 1978.

(End of Form of Summary for Publication)

APPROVED this 5th day of March, 2021.

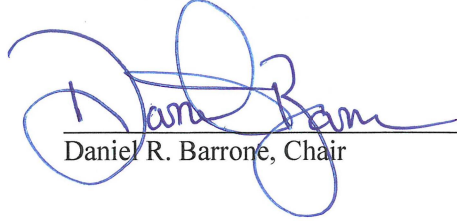


ATTEST:



Stephen Dahlquist,
Executive Assistant

APPROVED:



Daniel R. Barrone, Chair

APPROVED AS TO FORM:



Peter Dwyer, Attorney for the District

STATE OF NEW MEXICO)
COUNTY OF RIO ARRIBA) ss.
NORTH CENTRAL REGIONAL)
TRANSIT DISTRICT)

I, Scott Flury, the duly acting and qualified Secretary/Treasurer of the North Central Regional Transit District, Counties of Los Alamos, Rio Arriba, Santa Fe and Taos, New Mexico (the "District"), do hereby certify:

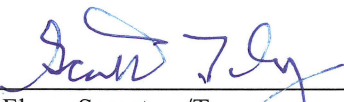
1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of Directors (the "Governing Body"), constituting the governing body of the District taken at a duly called regular meeting held at the District Offices, 1327 North Riverside Drive, Espanola, New Mexico, on March 5, 2021, at the hour of 9:00 a.m., insofar as the same relate to the issuance and delivery of the Bonds, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Such proceedings were duly held and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at such meeting, as therein shown.

3. Notice of such meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the District's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of March, 2021.

NORTH CENTRAL REGIONAL TRANSIT DISTRICT NEW MEXICO



Scott Flury, Secretary/Treasurer