

2019 REVOLVING CREDIT AGREEMENT

POWER AUTHORITY OF THE STATE OF NEW YORK

THE BANKS IDENTIFIED HEREIN

and

**JPMORGAN CHASE BANK, N.A.,
as Administrative Agent**

DATED AS OF JANUARY 16, 2019

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**POWER AUTHORITY OF THE STATE OF NEW YORK
2019 REVOLVING CREDIT AGREEMENT**

This **2019 REVOLVING CREDIT AGREEMENT** (this “Agreement”) dated as of January 16, 2019 among the **POWER AUTHORITY OF THE STATE OF NEW YORK** (the “Authority”), the banks listed on the signature pages hereof (together with each Assignee that becomes a Bank pursuant to Section 15.6 hereof and their respective successors, the “Banks”) and **JPMORGAN CHASE BANK, N.A.**, as the Administrative Agent (together with its successors in such capacity, the “Administrative Agent”).

In consideration of the covenants and conditions herein contained, the parties agree as follows:

SECTION 1.

CERTAIN DEFINITIONS

As used herein:

“Act” means the Power Authority Act of the State, Title 1 of Article 5 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State, as amended.

“Adjusted Base Rate” means, for any day with respect to each Loan, a rate per annum equal to (i) for the period from and including the date such Loan is made to but not including the Term Loan Date, the Base Rate and (ii) for the period from and including the Term Loan Date, the Base Rate plus 1.0%.

“Amended 2011 Credit Agreement” means the Amended 2011 Revolving Credit Agreement, dated as of January 20, 2011, as amended through the date hereof, among the Authority, JPMorgan Chase Bank, National Association, as administrative agent, and the lenders party thereto.

“Amendment No. 1 to Revolving Credit Agreement” means the Amendment No. 1 to 2015 Revolving Credit Agreement dated as of January 12, 2017 among the Authority, the Banks and the Administrative Agent.

“Amendment No. 2 to Revolving Credit Agreement” means the Amendment No. 2 to 2015 Revolving Credit Agreement, dated as of December 19, 2017 and effective as of January 17, 2018, among the Authority, the Banks and the Administrative Agent.

“Anti-Corruption Laws” means all applicable laws, rules, and regulations of any jurisdiction applicable to the Authority from time to time concerning or relating to bribery or corruption.

“Assignee” has the meaning set forth in Section 15.6 hereof.

“Authorized Officer” means the Authority’s Chairman, Vice Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer, Treasurer, and Deputy Treasurer.

“Basel III” means “Basel III – a Global Regulatory Framework for More Resilient Banks and Banking Systems, December 2010” and “Basel III – International Framework for Liquidity

Risk Measurement Standards and Monitoring, December 2010” promulgated by the Basel Committee on Banking Supervision, as the same may be amended from time to time.

“Base Rate” means, for any day, a rate *per annum* equal to the highest of (i) the sum of [REDACTED] and the Prime Rate for such day, (ii) the sum of [REDACTED] and the Federal Funds Rate for such day and (iii) [REDACTED]

“Borrowing” means a borrowing consisting of Loans made on the same day by the Banks.

“Business Day” means a day other than a Saturday, Sunday or banking holiday in the State of New York.

“Change in Law” means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, rulings, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities, in each case relating to Basel III, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

“Commercial Paper Notes” means those notes issued pursuant to the Commercial Paper Note Resolution designated as “Series 1 Notes,” “Series 2 Notes” and “Series 3 Notes.”

“Commercial Paper Note Resolution” means the resolution adopted by the Authority on June 28, 1994, entitled “Resolution Authorizing Commercial Paper Notes”, as amended and restated by the resolution adopted by the Authority on November 25, 1997, and as subsequently amended and supplemented.

“Commitment” has the meaning specified in the first paragraph of SECTION 3 hereof.

“Dealer” has the meaning specified in the Commercial Paper Note Resolution.

“Debtor Relief Laws” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Defaulting Bank” means, subject to Section 3.10(b), any Bank that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Bank notifies the Administrative Agent (or the Majority Banks if such Bank is the Administrative Agent) and the Borrower in writing that such failure is the result of such Bank’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be

specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Bank any other amount required to be paid by it hereunder within two Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent (or the Majority Banks if such Bank is the Administrative Agent) in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Bank's obligation to fund a Loan hereunder and states that such position is based on such Bank's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent (or the Majority Banks if such Bank is the Administrative Agent) or the Borrower, to confirm in writing to the Administrative Agent (or such Majority Banks) and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Bank shall cease to be a Defaulting Bank pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent (or the Majority Banks if such Bank is the Administrative Agent) and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; provided that a Bank shall not be a Defaulting Bank solely by virtue of the ownership or acquisition of any equity interest in that Bank or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Bank with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Bank (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Bank. Any determination by the Administrative Agent (or the Majority Banks if such Bank is the Administrative Agent) that a Bank is a Defaulting Bank under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Bank shall be deemed to be a Defaulting Bank (subject to Section 3.10(b)) upon delivery of written notice of such determination to the Borrower and each Bank.

“Effective Date” means January 16, 2019.

“Environmental Laws” means any applicable federal, state and local environmental, health and safety statutes and regulations, including, without limitation, regulations promulgated under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 66901 et seq.

“Event of Default” has the meaning set forth in the first paragraph of SECTION 12 hereof.

“Excess Interest Amount” has the meaning set forth in Section 3.8 hereof.

“Existing Resolutions” means the 1998 Resolution, the Subordinate Resolution, the 2011 Revolving Credit Agreement Resolution, the 2012 Subordinate Notes Resolution, the 2015 Revolving Credit Agreement Resolution, the 2017 Subordinate Notes Resolution, the 2019 Revolving Credit Agreement Resolution, the Commercial Paper Note Resolution and the Extendible Municipal Commercial Paper Note Resolution.

“Existing Termination Date” has the meaning set forth in Section 4.3 hereof.

“Extendible Municipal Commercial Paper Note Resolution” means the Extendible Municipal Commercial Paper Note Resolution adopted by the Authority on December 17, 2002, as amended and supplemented by the resolutions adopted by the Authority on April 26, 2005 and July 28, 2009, respectively.

“Extendible Municipal Commercial Paper Notes” means those notes issued pursuant to the Extendible Municipal Commercial Paper Note Resolution.

“Extending Bank” has the meaning set forth in Section 4.3 hereof.

“Federal Funds Rate” means, for any day, the rate calculated by the Federal Reserve Bank of New York based on such day’s federal funds transactions by depository institutions, as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time, and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate.

“Fee Letter” means the Original Fee Letter as may be further amended or modified from time to time.

“Fitch” means Fitch Inc., and its successors.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

“hereunder”, “hereby”, “herein”, “hereto”, “hereof” and the like mean and refer to this Agreement as a whole and not merely to the specific section, paragraph or clause in which the respective work appears.

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (b) all Guarantees by such Person of Indebtedness of others for which defenses to payment cannot be raised, (c) all capital lease obligations of such Person that have been or should be, in accordance with GAAP, recorded as capital leases, (d) all obligations of such Person as an account party in respect of letters of

credit and letters of guaranty for which defenses to payment cannot be raised; provided, however, that “Indebtedness” shall not include indebtedness related to Separately Financed Projects.

“Issuing and Paying Agent” has the meaning specified in the Commercial Paper Note Resolution.

“Law” means any treaty or any federal, regional, state and local law, statute, rule, ordinance, regulation, code, license, authorization, decision, injunction, interpretation, order or decree of any court or other Governmental Authority.

“Lending Office” means, with respect to any Bank, the office of such Bank specified on the signature page hereof, or such other office of such Bank as such Bank may from time to time specify to the Authority and the Administrative Agent.

“Loan” means each loan made hereunder.

“Majority Banks” means at any time Banks holding at least 66 2/3% of the then aggregate unpaid principal amount of the Notes held by Banks, or, if no such principal amount is then outstanding, Banks having at least 66 2/3% of the Commitments; provided, that the Commitment of, and the Notes held by, any Defaulting Bank shall be excluded for purposes of making a determination of Majority Banks.

“Material Adverse Effect” means material adverse effect on the (i) business, assets, operations or financial condition of the Authority taken as a whole, or (ii) ability of the Authority to perform its obligations under this Agreement.

“Maximum Rate” has the meaning set forth in Section 3.8 hereof.

“Moody’s” means Moody’s Investors Service and its successors.

“1998 Resolution” means the General Resolution Authorizing Revenue Obligations adopted by the Authority on February 24, 1998, as amended and supplemented in accordance with its terms; provided, however, that no amendment or modification to the definition of “Trust Estate,” “Parity Debt,” “Subordinated Contract Obligation” or “Subordinated Indebtedness” therein (including any defined term incorporated by reference in such definition) shall be effective for purposes of this Agreement or with respect to the Notes unless made with the consent of the Majority Banks (which consent shall not be unreasonably withheld).

“Non-Defaulting Bank” means, at any time, each Bank that is not a Defaulting Bank at such time.

“Non-Terminating Event of Default” has the meaning set forth in the first paragraph of SECTION 12 hereof.

“Note” shall have the meaning as defined in Section 3.1 hereof.

“Notice of Borrowing” has the meaning set forth in Section 4.1 hereof.

“Obligations” has the meaning set forth in the 1998 Resolution.

“Original Fee Letter” means the fee letter agreement dated January 16, 2019 among the Authority, the banks listed on the signature pages thereof (together with their respective successors and assigns, the “Banks”) and JPMorgan Chase Bank, N.A., as Administrative Agent, as such agreement may be further amended or modified from time to time.

“Other Indebtedness” of any Person means (a) all obligations of such Person for borrowed money, (b) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (c) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (d) all indebtedness of others secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on property owned or acquired by such Person, whether or not the indebtedness secured thereby has been assumed, (e) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances, and (f) all contingent obligations of such Person as an account party in respect of letters of credit and letters of guaranty for which defenses to payment cannot be raised; provided that obligations issued in accordance with Section 203 of the General Resolution to finance Separately Financed Projects shall not be considered to be Other Indebtedness.

“Other Taxes” has the meaning set forth in Section 9.1(b) hereof.

“Parent” means, with respect to any Bank, any Person controlling such Bank.

“Parity Debt” has the meaning set forth in the 1998 Resolution.

“Participant” has the meaning set forth in Section 15.6 hereof.

“Person” means any individual, partnership, joint venture, firm, corporation or governmental entity.

“Prime Rate” means the rate of interest announced publicly by the Administrative Agent at its principal office in New York, New York, from time to time, as its prime rate in effect at its office at 270 Park Avenue, New York, New York; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

“Rating Agencies” means Standard & Poor’s, Moody’s and Fitch.

“Revenue Bonds” means the Series 2003A Revenue Bonds, the Series 2007A Revenue Bonds, the Series 2007B Revenue Bonds, the Series 2007C Revenue Bonds and the Series 2011A Revenue Bonds.

“Risk-Based Capital Guidelines” means (a) the risk-based capital guidelines in effect in the United States of America, including transition rules, and (b) the corresponding capital regulations promulgated by regulatory authorities outside the United States of America including transition rules, and any amendment to such regulations.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

“Separately Financed Project” has the meaning set forth in the 1998 Resolution.

“Series 4 Notes” has the meaning given such term in Section 2.6(b).

“Series 2003A Revenue Bonds” means the Series 2003A Revenue Bonds issued by the Authority pursuant to the 1998 Resolution.

“Series 2007A Revenue Bonds” means the Series 2007A Revenue Bonds issued by the Authority pursuant to the 1998 Resolution.

“Series 2007B Revenue Bonds” means the Series 2007B Revenue Bonds issued by the Authority pursuant to the 1998 Resolution.

“Series 2007C Revenue Bonds” means the Series 2007C Revenue Bonds issued by the Authority pursuant to the 1998 Resolution.

“Series 2011A Revenue Bonds” means the Series 2011A Revenue Bonds issued by the Authority pursuant to the 1998 Resolution.

“Specified Representations” means the representations and warranties of the Authority set forth in SECTION 2 except for those set forth in Sections 2.4 and 2.6.

“Standard & Poor’s” means Standard & Poor’s Ratings Service, a division of McGraw Hill Companies, Inc., and its successors.

“State” means the State of New York.

“Stated Expiration Date” means January 14, 2022, or such later date as may be agreed to among the parties pursuant to Section 4.3.

“Subordinated Contract Obligation” has the meaning set forth in the 1998 Resolution.

“Subordinated Indebtedness” has the meaning set forth in the 1998 Resolution.

“Subordinate Resolution” means the General Subordinate Resolution authorizing Subordinate Revenue Bonds adopted by the Authority on July 25, 2000 and as subsequently amended and supplemented.

“Taxes” has the meaning set forth in Section 9.1(a) hereof.

“Termination Date” means (a) the Stated Expiration Date or (b) such earlier date on which the Commitments shall be terminated in full as permitted herein.

“Terminating Event of Default” has the meaning set forth in the first paragraph of SECTION 12 hereof.

“Term Loan Date” means, with respect to each Loan, the earlier of (a) the first Business Day that is 180 days after the date such Loan is made and (b) the Termination Date.

“Trust Estate” has the meaning set forth in the 1998 Resolution.

“2012 Subordinated Notes Resolution” means the resolution adopted by the Authority on November 9, 2012 entitled “Resolution Authorizing Subordinated Notes, Series 2012 (Federally Taxable)”, as amended in accordance with its terms.

“2015 Revolving Credit Agreement Resolution” means the resolution of the Authority adopted on December 16, 2014, authorizing the execution of this Agreement.

“2017 Subordinated Notes Resolution” means the resolution adopted by the Authority on November 7, 2016 entitled “Resolution Authorizing Subordinated Notes, Series 2016” (Federally Taxable)”, as amended in accordance with its terms.

“2019 Revolving Credit Agreement Resolution” means the resolution of the Authority adopted on December 11, 2018, authorizing the execution of this Agreement.

SECTION 2.

REPRESENTATIONS.

The Authority represents, covenants and warrants, as of the date hereof and, except for those representations, covenants and warranties set forth in Section 2.6 hereof, as of each date on which the Commitments are increased pursuant to Section 3.7 hereof, that:

2.1 Existence and Power.

The Authority is a body corporate and politic, a political subdivision and a corporate municipal instrumentality of the State, created in 1931 by and validly existing under the Act. The Authority has the power to execute and deliver this Agreement and the Notes and to incur and perform its obligations hereunder and under the Notes.

2.2 Authority, etc.

The execution, delivery and performance by the Authority of this Agreement and the Notes have been duly authorized by all necessary action of the Authority, including the 2019 Revolving Credit Agreement Resolution. The Authority has heretofore delivered to the Banks a copy of the 2019 Revolving Credit Agreement Resolution, certified as true and correct by the Corporate Secretary of the Authority, and the 2019 Revolving Credit Agreement Resolution is in full force and effect. Assuming that this Agreement constitutes a legal, valid, and binding obligation of, and is enforceable against, the Administrative Agent and the Banks, this Agreement constitutes a legal, valid and binding obligation of the Authority enforceable in accordance with its terms, and the Notes have been duly executed and delivered by the Authority and, upon the making of any Loan hereunder in accordance herewith, will constitute legal, valid and binding obligations of the Authority enforceable in accordance with their terms and the terms of the 2019 Revolving Credit Agreement Resolution and this Agreement, subject to bankruptcy, insolvency and other laws affecting the rights of creditors generally, and shall be entitled to the benefits of the 2019 Revolving Credit Agreement Resolution, of this Agreement and of the Act, subject to the pledge created by the 1998 Resolution, including Parity Debt as described therein, which includes, without limitation, debt issued pursuant to the 2019 Revolving Credit Agreement Resolution and such liens as are permitted by Section 8.3 hereof. The making and performance by the Authority of this Agreement and the Notes will not violate any provision of law or result in a breach of or constitute a default under or require any consent under any agreement or instrument to which the Authority is a party

or by which the Authority or its property may be bound (including the Authority's organizational documents) or affected or result in the creation or imposition of any "security interest" (as defined in Section 8.3 hereof) on any asset of the Authority except for the pledge contemplated hereby.

2.3 Financial Condition.

The financial statements of the Authority for the year ended December 31, 2017, with the opinion thereon of independent certified public accountants, copies of which have been delivered to the Administrative Agent, are complete and correct in all material respects and fairly present in all material respects the financial condition of the Authority as at the dates of said financial statements and the results of its operations for the periods ending on said dates. The Authority has no contingent obligations or liabilities, liabilities for taxes or unusual forward or long-term commitments that are material in amount, except as disclosed by or reserved against in said financial statements as of December 31, 2017, which would have a Material Adverse Effect. Since December 31, 2017 and as of the date hereof, there has been no material adverse change in the financial condition or in the results of operations of the Authority from that set forth in said financial statements as of and for the period ended December 31, 2017 that would have a Material Adverse Effect.

2.4 Litigation.

There are no suits or proceedings pending, or to the knowledge of the Authority threatened, against or affecting the Authority, questioning the creation, organization or existence of the Authority or the validity of this Agreement or the Notes or any of the bonds or notes herein referred to or that have a reasonable likelihood of adverse determination and if adversely determined, would otherwise have a Material Adverse Effect or material adverse effect on the rights available to the Banks hereunder, except as may be referenced in an opinion referred to in Section 7.1(d) hereof.

2.5 Government Approvals.

No governmental approvals, licenses, authorizations, consents, filings or registrations (other than the approval of the Comptroller of the State of New York pursuant to the Act, which approval has been obtained and a copy thereof furnished to the Administrative Agent) are required for the making and performance by the Authority of this Agreement and the issuance of the Notes.

2.6 Obligations for Borrowed Money.

(a) Revenue Bonds. Pursuant to the 1998 Resolution, the Authority has issued and is obligated to pay and there were outstanding on the date hereof, an aggregate of not more than \$709,700,000 in principal amount of Revenue Bonds of the Authority. The Revenue Bonds constitute Obligations.

(b) Commercial Paper Notes. Pursuant to the Commercial Paper Note Resolution, the Authority is currently authorized to issue its (i) Commercial Paper Notes in an aggregate principal amount outstanding at any time not to exceed \$1,200,000,000, with not more than \$560,000,000 of such Commercial Paper Notes outstanding on the date hereof; and (ii) commercial paper notes designated as "Series 4 Notes" in an aggregate principal amount outstanding at any time not to exceed \$220,000,000, with none of such Series 4 Notes outstanding on the date hereof. The Commercial Paper Notes and the Series 4 Notes are Subordinated Indebtedness.

(c) Extendible Municipal Commercial Paper Notes. Pursuant to the Extendible Municipal Commercial Paper Note Resolution, the Authority is currently authorized to issue its Extendible Municipal Commercial Paper Notes in an aggregate principal amount outstanding at any time not to exceed \$200,000,000, with \$5,000,000 of such Notes outstanding on the date hereof. The Extendible Municipal Commercial Paper Notes constitute Subordinated Indebtedness.

(d) Subordinated Notes, Series 2012 (Federally Taxable). Pursuant to the 2012 Subordinated Notes Resolution, the Authority issued Subordinate Notes, Series 2012 in the principal amount of \$25,160,000 on December 15, 2012, of which \$20,395,000 in principal amount were outstanding on the date hereof. Such Subordinate Notes, Series 2012 are Subordinated Indebtedness.

(e) Subordinated Notes, Series 2017 (Federally Taxable). Pursuant to the 2017 Subordinated Notes Resolution, the Authority issued Subordinate Notes, Series 2017 in the principal amount of \$25,200,000 on February 21, 2017, of which \$23,860,000 in principal amount were outstanding on the date hereof. Such Subordinate Notes, Series 2017 are Subordinated Indebtedness.

(f) Other. No bonds, notes or other obligations for money borrowed by the Authority other than those described in this Section 2.6 are outstanding on the date hereof, except for (i) obligations for which moneys and/or obligations of the United States have been set aside or placed in trust for the payment or redemption thereof and which have thereby been fully defeased in accordance with their terms or (ii) obligations incurred to finance Separately Financed Projects as defined in the 1998 Resolution.

2.7 Title and Liens.

The Authority (or the State of New York for the benefit of the Authority) has good and legal title to each of the fixed properties and assets of the Authority except for defects which would not reasonably be expected to have a Material Adverse Effect. There are no liens or encumbrances (a) on any properties of the Authority, the foreclosure of which would have a Material Adverse Effect, except as described in this Agreement; or (b) on the revenues of the Authority other than the pledge effected hereby and by and pursuant to the Existing Resolutions.

2.8 Security for the Notes.

Each Note is an obligation of the Authority payable from the Trust Estate and is Subordinated Indebtedness. Each Note is secured by pledges of the Trust Estate as provided in SECTION 10 hereof. As of the date hereof, each Note is subordinate only to (i) the debt secured by the pledge created by the 1998 Resolution, including Parity Debt as described therein, which includes debt issued pursuant to the 2007 Revolving Credit Agreement Resolution, and (ii) debt permitted by Section 8.3 hereof; the lien securing each Note is on a parity with the pledges made to holders of obligations issued under the Commercial Paper Note Resolution, Extendible Municipal Commercial Paper Note Resolution, the Subordinate Resolution, the 2012 Subordinated Notes Resolution and any subsequent resolutions of the Authority (other than those permitted under Section 8.3 hereof) authorizing the issuance of debt.

2.9 ERISA.

Any employee pension benefit plan or a plan qualifying under Section 401 (a) of the Internal Revenue Code of 1986, as amended, maintained by the Authority is currently exempt from the requirements of Titles I and IV of the Employee Retirement Income Security Act of 1974, as amended.

2.10 Compliance with Laws and Agreements.

The Authority (i) is in compliance with all laws, ordinances, governmental rules and regulations the noncompliance with which could reasonably be expected to result in a Material Adverse Effect, (ii) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of its property or to the conduct of its activities which, if not obtained, could reasonably be expected to result in a Material Adverse Effect and (iii) is in compliance with all indentures, agreements and other instruments binding upon its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No Event of Default has occurred and is continuing. Without limiting the generality of the foregoing, except as would not result or be reasonably expected to result in a Material Adverse Effect: (a) each of the properties of the Authority and all operations at such properties are in compliance with all applicable Environmental Laws and (b) there is no violation of any Environmental Law with respect to such properties or the businesses operated by the Authority.

2.11 Federal Power Act.

The Authority is not subject to regulation under Section 204 of the Federal Power Act of 1935 in connection with the issuance of the Notes or incurring of the Loans under this Agreement.

2.12 Sovereign Immunity.

The Authority is not authorized to assert a defense based on sovereign or governmental immunity in any action or proceeding to enforce the obligations of the Authority hereunder or under the Commercial Paper Note Resolution and, to the extent permitted by law, specifically waives the right to claim any such defense.

2.13 Margin Stock.

The Authority is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds of the Notes will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or in any other manner which would involve a violation of any of the regulations of the Board of Governors of the Federal Reserve System. The Authority is not an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

2.14 Complete and Correct Information.

All information, reports and other papers and data with respect to the Authority furnished to the Banks or their counsel by the Authority in connection with the negotiation of this Agreement were, taken in the aggregate and at the time the same were so furnished, complete and correct in all material respects.

2.15 Tax-Exempt Status.

With respect to the Commercial Paper Notes the interest on which is intended to be excluded from gross income for Federal income tax purposes, the Authority has not taken any action or omitted to take any action which action or inaction would adversely affect the excludability of interest from the gross income of the holders thereof for purposes of Federal income taxation under the Internal Revenue Code of 1986, as amended.

2.16 Incorporation by Reference.

The representations and warranties made by the Authority in the Commercial Paper Note Resolution are hereby incorporated herein by reference and made for the benefit of the Banks.

2.17 Anti-Corruption Laws and Sanctions.

The Authority and, to its knowledge, its officers, employees, directors and agents are in compliance with Anti-Corruption Laws and applicable Sanctions except where such non-compliance would not result in a Material Adverse Effect. No Borrowing, use of proceeds or, to the knowledge of the Authority, other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.

SECTION 3.

REVOLVING CREDIT.

Each Bank severally (but not jointly) agrees, on the terms of this Agreement, to make Loans to the Authority under this SECTION 3 from time to time from the Effective Date to and including the Business Day next preceding the Termination Date, at such time (on a Business Day) and in amounts as the Authority shall request such that the aggregate principal amount of Loans at any one time outstanding shall not exceed the amount set forth opposite such Bank's name on the signature pages hereof, as such amount may be reduced or increased pursuant to the terms of this Agreement (as adjusted in the following proviso, such Bank's "Commitment"); provided, however, the amount of each Bank's Commitment in effect at any time hereunder shall be reduced as necessary so that, when added to such Bank's Commitment then in effect under and as defined in the Amended 2015 Credit Agreement, the sum will not exceed the amount set forth opposite such Bank's name on the signature pages hereof. Within the limits of each Bank's Commitment, the Authority may borrow, repay, prepay and reborrow under this SECTION 3 from the Effective Date to and including the Business Day next preceding the Termination Date. Each Borrowing from the Banks shall be in a minimum amount of \$100,000 or any greater multiple of \$1,000 in excess thereof and shall consist of Loans made on the same day by the Banks ratably according to their respective Commitments. The Authority shall have the right to terminate or reduce the Commitments in accordance with Section 3.9 hereof. The following provisions shall apply to the Loans:

3.1 Note.

Each Loan and the indebtedness of the Authority resulting from each Loan made by each Bank shall be evidenced by, and repaid with interest in accordance with, a promissory note to the order of such Bank (collectively, if more than one Note is issued, the "Notes" and, individually, a "Note"), in substantially the form of Exhibit A hereto, dated the date hereof, which is being delivered to each Bank simultaneously with the delivery of this Agreement.

All Loans shall be repaid in accordance with the terms of the Notes. Each Note is an obligation of the Authority payable from the Trust Estate in the manner set forth in the 1998 Resolution and constitutes Subordinated Indebtedness. Upon demand by the Authority on any Business Day from the Effective Date to the later of the Termination Date or the date of payment in full of the Notes, each Bank will furnish to the Authority, within one Business Day after its receipt of such demand, a written certificate setting forth any information the Authority may request with respect to the amount and date of any Loan and any payment or prepayment of the Notes and the then outstanding principal amount of the Notes, or, within three Business Days after receipt of such demand, a copy of the Notes certified by such Bank to be true and correct copies, as specified by the Authority in such demand. Upon the termination of the Commitments, whether on or before the Termination Date, and final payment of the then outstanding principal and interest on the Notes and any other amounts payable hereunder or under the Notes, the Notes shall be surrendered by each Bank to the Authority and cancelled at the principal office of the Authority or at such other time and place as may be mutually agreed upon.

3.2 Interest.

The Authority agrees to pay interest on the unpaid principal amount of each Loan made hereunder for the period commencing on the date of such Loan until such Loan shall be paid in full, at a rate *per annum* equal to the Adjusted Base Rate or as otherwise provided in the Note. The foregoing rate of interest may be adjusted pursuant to Section 3.8 hereof. Interest shall be computed in accordance with, and shall be due and payable on, the dates specified in the Note.

All computations of interest shall be made by the Administrative Agent on the basis of a year of 365 or 366 days, as the case may be, for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest is payable. Each determination by the Administrative Agent of interest hereunder shall be conclusive and binding on the Authority for all purposes, absent manifest error. Any amount that is not paid when due hereunder or under any Note (whether at stated maturity, by acceleration, default or otherwise) shall bear interest, from the date on which such amount is due until such amount is paid in full, payable on demand, at a rate *per annum* equal at all times to 3.0% *per annum* above the Base Rate in effect from time to time.

3.3 Fees.

The Authority will pay to the Administrative Agent for the accounts of the Banks a commitment fee in the amount and at the times specified in the Fee Letter and shall make the other payments referred to therein.

3.4 Capital Requirements Adjustment.

If, due to a Change in Law, a Bank reasonably determines that it is required to increase the amount of capital maintained by such Bank (or its Parent) based upon the existence of its Commitment to lend under this Agreement or based upon the Loans, such Bank shall promptly notify the Authority of an adjustment of its commitment fees payable hereunder or other payments required to be made hereunder that will, in the reasonable determination of such Bank, adequately compensate such Bank (or its Parent) in light of such required increase in capital. In determining the amount of such adjustment, such Bank may use any reasonable allocation, averaging and attribution methods and may make reasonable assumptions regarding such matters as cost of capital, and any such determination made by such Bank shall, in the absence of manifest error, be conclusive and binding. The adjustment of the commitment fees or other payments pursuant to this Section 3.4 shall be applicable from the effective date of the change causing such adjustment or other payments. Such Bank shall notify the Authority of any such change promptly and in any event not more than 180 days after the occurrence thereof and, as soon as practicable

thereafter, of the amount of the adjustment to the commitment fees or other payments resulting therefrom, which shall be set forth in a certificate delivered by such Bank to the Authority; provided, however, that notwithstanding any other provisions of this Section, the Authority shall have no liability for any such compensation to the extent incurred more than 180 days prior to the date such certificate is delivered to the Authority with respect thereto (any such date with respect to a certificate delivered under this Section or Section 3.5, a “Cut-Off Date”), except where such compensation applies retroactively to a date prior to the Cut-Off Date, in which case the 180-day period shall be extended to include the period of retroactive effect. The Authority shall pay to such Bank the amount shown as due on such certificate within 10 days after receipt thereof. It is expressly understood that each reference in this Section 3.4 to the Banks shall include the holder of a participation issued by each Bank in the Commitment and any such Participant shall be subject to the provisions of this Section 3.4; provided that the amount of any payment required under this Section 3.4 shall be determined as if such Bank had not sold such participation.

3.5 Increased Costs.

If, due to a Change in Law, provided that the Bank making a claim under this Section 3.5 based on such requirement, in its reasonable discretion, determines that it is required to comply with such requirement, there shall be any increase in the cost to any Bank of committing to make Loans pursuant to Section 4.1 hereof, then the Authority shall from time to time pay to such Bank such additional amounts sufficient to compensate such Bank for such increased cost. A certificate as to the amount of such increased cost, submitted to the Authority by such Bank, shall be conclusive and binding for all purposes, absent manifest error. Notwithstanding any other provisions of this Section, the Authority shall have no liability for any such increased costs to the extent incurred prior to the Cut-Off Date, except where such increased costs apply retroactively to a date prior to the Cut-Off Date, in which case the 180-day period shall be extended to include the period of retroactive effect. The Authority shall pay to such Bank the amount shown as due on such certificate within 10 days after receipt thereof. It is expressly understood that each reference in this Section 3.5 to the Banks shall include the holder of a participation issued by each Bank in the Commitment and any such Participant shall be subject to the provisions of this Section 3.5; provided that the amount of any payment required under this Section 3.5 shall be determined as if such Bank had not sold such participation.

3.6 Use of Proceeds; Further Representations.

(a) The proceeds of the Loans shall be used for the payment of the principal of and interest on the Commercial Paper Notes (other than Commercial Paper Notes issued in violation of clause (i) of the last paragraph of SECTION 12 hereof).

(b) Each Borrowing hereunder by the Authority shall be deemed to constitute (and shall constitute) a representation and warranty by the Authority as of the date such Loan is made that:

(i) the Specified Representations are true and correct in all material respects as of the date of such Loan as if made on and as of such date, provided, however, that if the Authority notifies the Administrative Agent in the Notice of Borrowing that it is unable to reaffirm the Specified Representations, then (A) such representations and warranties shall be deemed not to have been made, (B) any Loans comprising the Borrowing that is the subject of such Notice of Borrowing, and, unless the Authority notifies the Administrative Agent that it is able to make the Specified Representations, any Loans made subsequently, shall be repaid not later than the Term Loan Date, and (C) the Administrative Agent shall be entitled to give the direction and make the declaration described in clause (i) of the last paragraph of SECTION 12 hereof, which

direction shall be effective unless and until the Authority has notified the Administrative Agent that it is able to make the Specified Representations, whereupon the Administrative Agent shall rescind such direction;

(ii) the proceeds of such Loan are being used solely and exclusively for the purposes set forth in Section 3.6(a);

(iii) no Terminating Event of Default has occurred and is continuing;

(iv) the Authority is and will remain in compliance with any direction previously given by the Administrative Agent not to issue further Commercial Paper Notes as provided in clause (i) of the last paragraph of SECTION 12 hereof; and

(v) the Authority is in compliance with all terms and conditions of the Commercial Paper Notes, the Commercial Paper Note Resolution, the 2019 Revolving Credit Agreement Resolution, the 1998 Resolution (as the same may have been duly supplemented from time to time), the Subordinate Resolution (as the same may have been duly supplemented from time to time) and any issuing and paying agency agreement relating to the Commercial Paper Notes.

The Authority will not request any Borrowing, and the Authority shall not use, and shall ensure that its directors, officers, employees and agents shall not knowingly use, the proceeds of any Borrowing (A) in violation of any Anti-Corruption Laws or (B) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

3.7 Increase in Aggregate Commitments.

The aggregate Commitments equal \$600,000,000. After any reduction of the aggregate Commitments pursuant to Section 3.9, upon at least 30 Business Days' prior written notice to the Administrative Agent, but no more frequently than once per calendar year, the Authority may request that the aggregate amount of the Commitments be increased by the amount specified in such notice; provided that the aggregate Commitments, as so increased, shall in no event exceed \$600,000,000. Such request shall in no way obligate any of the Banks to increase the then current amount of its Commitment. If a Bank agrees, in its individual and sole discretion, to increase its Commitment (an "Increasing Bank"), it will notify the Administrative Agent and the Authority of its decision to do so and the amount of such increase no later than 15 Business Days following its receipt of the Authority's request; provided that if any Bank does not respond to the Administrative Agent during such 15-Business Day period, such Bank will be deemed to have declined to increase its Commitment. Each Increasing Bank's Commitment shall be increased by the amount agreed to by such Increasing Bank (or, if less, such Bank's ratable share of the increase requested by the Authority based upon the Commitments of each Increasing Bank (as in effect prior to any such increase)), with such increase being effective as of the date notified by the Administrative Agent to each Bank. The Administrative Agent shall promptly prepare and the Authority shall promptly execute an Amended and Restated Note made payable to the order of each such Increasing Bank based upon the Commitment of each Increasing Bank. The Authority shall pay to the Administrative Agent for the account of each Increasing Bank, on the effective date of any such increase in the aggregate Commitments, a fee of \$3,000 for each Increasing Bank. Upon any increase in the aggregate Commitments, the Administrative Agent shall give to The Bank of New York Mellon, as Issuing and Paying Agent under an Issuing and Paying Agency Agreement entered into by the Authority pursuant to the Commercial Paper Note Resolution, and to The Bank of New York Mellon, as "Trustee" under and as defined in the Subordinate Resolution, written notice of such increased aggregate

Commitments, and shall give such notice to any other entity required to receive such notice pursuant to such Resolution or the Subordinate Resolution.

3.8 Excess Interest.

If the amount of interest payable in respect of any Loan on any date such interest is due and payable hereunder, calculated in accordance with the provisions of Section 3.2, exceeds the amount of interest that would be payable on such date had interest been calculated at the maximum rate of interest on such Loan permitted by applicable law (the “Maximum Rate”), then interest on such Loan payable on such date shall be calculated and payable on the basis of the Maximum Rate. Any interest that would have been due and payable on a Loan but for the operation of the preceding sentence shall be payable as provided in the next sentence and shall constitute the “Excess Interest Amount.” At any time that there is any accrued and unpaid Excess Interest Amount, the Loan shall bear interest at the Maximum Rate, rather than the interest rate determined in accordance with Section 3.2, until payment by the Authority of the entire Excess Interest Amount. Upon the repayment of all Loans made hereunder, the Authority, if and to the extent permitted by applicable law, shall pay to the Administrative Agent for the account of the Banks ratably in proportion to their Commitments a fee equal to the total amount of the accrued and unpaid Excess Interest Amount.

3.9 Terminations and Reductions; Termination Fee.

On and after the date thirty (30) days following the Effective Date, the Authority shall have the right to terminate or reduce the Commitments upon at least five Business Days’ prior written notice to the Administrative Agent of such termination or reduction and payment of any termination fee required to be paid pursuant to the Fee Letter. Any partial reduction shall be in the total amount of \$25,000,000 or an integral multiple of \$1,000,000 in excess thereof. Such termination or reduction shall be applied ratably among the Commitments of the Banks, except where such termination or reduction applies to (a) a Bank whose short-term credit rating has been withdrawn or reduced below P-1, A-1 or F-1 by Moody’s, Standard & Poor’s or Fitch, respectively, (b) a Bank that has sought compensation from the Authority pursuant to Section 3.4 or Section 3.5 as a result of any request, rule, guideline or directive of a central bank or other governmental authority or (c) a Bank that has defaulted in its obligation to fund a Loan, in which cases the termination or reduction shall be applied solely to the Commitment of such Bank. Once terminated or reduced, a Commitment may not be reinstated except as otherwise provided in Section 3.7 with respect to increases of a Bank’s Commitment.

3.10 Defaulting Banks.

(a) Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Bank becomes a Defaulting Bank, then, until such time as that Bank is no longer a Defaulting Bank, to the extent permitted by applicable Law:

(i) Waivers and Amendments. That Defaulting Bank’s right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 15.5.

(ii) Reallocation of Payments. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Bank (whether voluntary or mandatory, at maturity, pursuant to Section 12 or otherwise), shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by that Defaulting Bank to the Administrative Agent hereunder; *second*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that

Defaulting Bank has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *third*, if so determined by the Administrative Agent and the Borrower, to be held in a non-interest bearing deposit account and released in order to satisfy obligations of that Defaulting Bank to fund Loans under this Agreement; *fourth*, to the payment of any amounts owing to the Banks as a result of any judgment of a court of competent jurisdiction obtained by any Bank against that Defaulting Bank as a result of that Defaulting Bank's breach of its obligations under this Agreement; *fifth*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against that Defaulting Bank as a result of that Defaulting Bank's breach of its obligations under this Agreement; and *sixth*, to that Defaulting Bank or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans in respect of which that Defaulting Bank has not fully funded its appropriate share and (y) such Loans were made at a time when the conditions set forth in Section 7.2 were satisfied or waived, such payment shall be applied solely to pay the Loans of all Non-Defaulting Banks on a pro rata basis prior to being applied to the payment of any Loans of that Defaulting Bank. Any payments, prepayments or other amounts paid or payable to a Defaulting Bank that are applied (or held) to pay amounts owed by a Defaulting Bank shall be deemed paid to and redirected by that Defaulting Bank, and each Bank irrevocably consents hereto.

(iii) Certain Fees. The Defaulting Bank shall be entitled to receive any commitment fee pursuant to Section 3.3 for any period during which that Bank is a Defaulting Bank only to the extent allocable to the outstanding Loans funded by it (and the Borrower shall not be required to pay the remaining amount of such fee that otherwise would have been required to have been paid to that Defaulting Bank).

(iii) Defaulting Bank Cure. If the Borrower and the Administrative Agent agree in writing in their sole discretion that a Defaulting Bank should no longer be deemed to be a Defaulting Bank, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Bank will, to the extent applicable, purchase that portion of outstanding Loans of the other Banks or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans to be held on a pro rata basis by the Banks in accordance with their Commitments, whereupon that Bank will cease to be a Defaulting Bank; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Bank was a Defaulting Bank; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Bank to Bank will constitute a waiver or release of any claim of any party hereunder arising from that Bank's having been a Defaulting Bank.

SECTION 4.

PROCEDURES.

4.1 Notices, etc.

Not later than 10:30 A.M. (New York City time) on the date of any proposed Loan, an Authorized Officer of the Authority shall give the Administrative Agent (which shall give to each Bank prompt notice thereof in accordance with SECTION 14), at its office referred to in SECTION 14 hereof, telephonic notice specifying the amount of each Borrowing under SECTION 3 hereof. Such notices shall be confirmed in writing by an Authorized Officer of the Authority not later than 11:30 A.M. (New York City time) on the date of the Borrowing, in substantially the form of Exhibit B hereto (a "Notice of Borrowing"). An Authorized Officer of the Authority shall give the Administrative Agent (which shall give each Bank prompt notice thereof by telecopier, telex or cable), at its office specified below,

telephonic notice, specifying the outstanding principal amount of such Loan not later than 10:00 A.M. (New York City time) two Business Days prior to the day of prepayment of all or any part of any outstanding Loan. Absent written evidence to the contrary, the Administrative Agent's records with respect to any telephonic notice given under this Section 4.1 shall be conclusive and binding as to such telephonic notice.

Each Notice of Borrowing and notice of prepayment (and any related telephonic notice) shall be irrevocable and binding on the Authority.

4.2 Availability.

(a) Each Bank shall, before 1:30 P.M. (New York City time) on the date of a Loan wire to the Administrative Agent [REDACTED] in same day funds, such Bank's ratable portion of such Borrowing. After the Administrative Agent's receipt of such funds and upon fulfillment of the applicable conditions set forth in SECTION 7 hereof, the Administrative Agent will make such funds available to the Authority at the Administrative Agent's aforesaid address in accordance with clause (c) of this Section 4.2.

(b) The failure of any Bank to make the Loan to be made by it as part of any Borrowing shall not relieve any other Bank of its obligation, if any, hereunder to make its Loan on the date of such Borrowing, but no Bank shall be responsible for the failure of any other Bank to make the Loan to be made by such other Bank on the date of any Borrowing. Unless the Administrative Agent shall have received notice from a Bank prior to the date of any Borrowing that such Bank will not make available to the Administrative Agent such Bank's ratable portion of such Borrowing, the Administrative Agent may assume that such Bank has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with clause (a) of this Section 4.2 and the Administrative Agent may, in reliance upon such assumption, make available to the Authority on such date a corresponding amount. If and to the extent that such Bank shall not have so made such ratable portion available to the Administrative Agent, such Bank and the Authority severally agree to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Authority until the date such amount is repaid to the Administrative Agent, at (a) in the case of the Authority, the interest rate applicable at the time to the Authority and (b) in the case of such Bank, the Federal Funds Rate. If such Bank shall repay to the Administrative Agent such corresponding amount, such amount so repaid shall constitute such Bank's Loan as part of such Borrowing for purposes of this Agreement.

(c) Not later than 2:00 P.M. (New York City time) on the date specified, the Administrative Agent shall pay to the Authority in immediately available funds (subject to provisions of SECTION 3 hereof) an amount equal to the amount specified in any Notice of Borrowing delivered by the Authority pursuant to Section 4.1 hereof. Each Bank is hereby authorized by the Authority to and shall record on the schedule annexed to the Bank's Note (or on a supplemental schedule thereto) the amount of each Loan made by each Bank under this Agreement and the amount of each payment or prepayment of the principal of the Note received by such Bank, it being understood, however, that if any Bank fails to make any such notation or makes a mistake with respect to any such notation, such failure or mistake shall not affect the rights or obligations of such Bank or the Authority hereunder or under the Notes. The Administrative Agent shall make the proceeds of the Loans available to the Authority by depositing such proceeds in an account of the Authority maintained with the Administrative Agent at its office in New York City designated by the Authority, in immediately available funds

in an account designated by the Authority, or in any other manner reasonably requested by the Authority in its Notice of Borrowing.

4.3 Extension of Commitments and Termination Date.

The Commitments of the Banks may be extended beyond the then-scheduled Stated Expiration Date (the “Existing Termination Date”) twice, each time for an additional period of up to one year subject to the provisions of this Section 4.3. The Authority may request an extension of the Commitments of the Banks by written notice to the Banks at any time on or after the date that is no more than 120 days prior to the Existing Termination Date. If a Bank agrees, in its individual and sole discretion, to renew its Commitment (the “Extending Bank”), it will notify the Administrative Agent of its decision to do so no later than 30 days following the receipt of the Authority’s request; provided that if any Bank does not respond to the Administrative Agent during such 30-day period, such Bank will be deemed to have declined to extend its Commitment. The Administrative Agent shall notify the Authority of the Banks’ decisions no later than 5 days after it receives each Bank’s decision. The Extending Bank’s Commitment shall be renewed for the additional period requested by the Authority. The Authority, the Administrative Agent and the Extending Banks shall use their best efforts to complete the documentation necessary so to extend the Termination Date. Any Bank that declines or is deemed to have declined the Authority’s request for a commitment renewal will have its Commitment terminated on the Existing Termination Date (without regard to renewals by other Banks). The Authority will have the right to substitute other financial institutions acceptable to the Administrative Agent, which approval shall not be withheld unreasonably, for any Bank that declines the Authority’s request to extend (provided that the other Banks shall have the right to increase their Commitments up to the amount of the declining Bank’s Commitment before the Authority shall be permitted to substitute any other financial institution for such declining Bank, with such right to be exercised no later than 15 days after the Administrative Agent receives notification from the declining Bank of its decision; provided, further, that if more than one Bank wishes to increase its Commitment on account of a declining Bank, the Administrative Agent shall allocate the declining Bank’s Commitment amount among the Banks wishing to increase their respective Commitments).

SECTION 5.

PREPAYMENTS.

5.1 Prepayment.

The Authority shall have the right, at any time or from time to time without penalty or premium to make prepayments of principal of Loans provided that (a) the Authority shall give the Administrative Agent notice of each prepayment or selection as provided in Section 4.1 hereof, and (b) except for a prepayment that results in the prepayment of the full outstanding principal amount of any Loan, each prepayment shall be in an amount at least equal to \$1,000,000 or greater multiples of \$100,000. There shall be no prepayments of the Loans except as permitted by this SECTION 5.

5.2 Notation of Partial Prepayment.

The amount of any partial prepayment shall be recorded on the Notes by each Bank promptly upon receipt of such prepayment, it being understood, however, that if any Bank fails to make such notation or makes a mistake with respect to any such notation, such failure or mistake shall not affect the rights or obligations of such Bank or the Authority hereunder or under the Note.

SECTION 6.

PAYMENTS, ETC.

6.1 Payments.

(a) All payments of principal and interest under this Agreement or the Notes shall be made in lawful money of the United States of America and in immediately available funds to the Administrative Agent at [REDACTED]

[REDACTED] If any principal of or interest on the Notes or other amount payable by the Authority hereunder falls due on a day other than a Business Day, then such due date shall be extended to the next succeeding Business Day at such place and, in the case of such an extension as to principal, interest shall be payable in respect of such extension. The amount of any principal payment shall be recorded on the Notes by the Banks immediately upon receipt of such payment.

(b) The Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal or interest or commitment fees ratably (other than amounts payable pursuant to Section 3.4, Section 3.5 or SECTION 9 hereof, which shall be made to such Bank seeking such payments) to the Banks for the account of their respective Lending Offices, and like funds relating to the payment of any other amount payable to any Bank to such Bank for the account of its Lending Office, in each case to be applied in accordance with the terms of this Agreement and the Notes.

6.2 Presumption by Administrative Agent.

Unless the Administrative Agent shall have received notice from the Authority prior to the date on which any payment is due to the Banks hereunder that the Authority will not make such payment in full, the Administrative Agent may assume that the Authority has made such payment in full to the Administrative Agent on such date and the Administrative Agent may, in reliance upon such assumption, cause to be distributed to each Bank on such due date an amount equal to the amount then due such Bank. If and to the extent the Authority shall not have so made such payment in full to the Administrative Agent, each Bank shall repay to the Administrative Agent forthwith on demand such amount distributed to such Bank together with interest thereon, for each day from the date such amount is distributed to such Bank until the date such Bank repays such amount to the Administrative Agent, at the Federal Funds Rate (or, if demand is made after 4:00 P.M. on any Business Day, at the rate such Bank was able to invest such funds overnight).

6.3 Sharing of Payments.

If any Bank shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of the Loans made by it (other than pursuant to Section 3.4, Section 3.5 or SECTION 9 hereof) in excess of its ratable share of payments on account of the Loans obtained by all the Banks, such Bank shall forthwith purchase from the other Banks such participations in the Loans made by them as shall be necessary to cause such purchasing Bank to share the excess payment ratably with each of them, provided, however, that if all or any portion of such excess payment is thereafter recovered from such purchasing Bank, such purchase from each Bank shall be rescinded and each Bank shall repay to the purchasing Bank the purchase price to the extent of such recovery together with an amount equal to such Bank's ratable share (according to the proportion of (i) the amount of such

Bank's required repayment to (ii) the total amount so recovered from the purchasing Bank) of any interest or other amount paid or payable by the purchasing Bank in respect of the total amount so recovered.

SECTION 7.

CONDITIONS.

7.1 Closing.

The obligation of each Bank to make each Loan to be made by it under SECTION 3 hereof is subject to the receipt by the Administrative Agent of the following on the date hereof, each dated the date hereof, in sufficient copies for each Bank:

(a) Notes. A Note to the order of each Bank, duly executed by the Authority.

(b) Agreement. Counterparts hereof signed by each of the parties hereto (or, in the case of any party as to which an executed counterpart shall not have been received, the Administrative Agent shall have received in form satisfactory to it telegraphic, telex or other written confirmation from such party of execution of a counterpart hereof by such party).

(c) Signatures. A certificate of an officer of the Authority setting forth the name and signature of each officer of the Authority authorized to sign this Agreement and the Notes and to borrow and effect all other transactions hereunder. The Banks may conclusively rely on each such certification until it receives notice in writing to the contrary.

(d) Authority Counsel. Favorable written opinions from either the Executive Vice President and General Counsel, Deputy General Counsel, or an Assistant General Counsel of the Authority, or independent counsel to the Authority, in substantially the forms of Exhibits C-1 and C-2 hereto.

(e) Proof of Corporate Action. Certified copies of all corporate action taken by the Authority to authorize the execution, delivery and performance of this Agreement and the Notes, a conformed copy of any registration, consent or approval by any governmental officer, agency or commission required to be obtained in connection with the issuance of the Notes and a copy of the certificate delivered to The Bank of New York Mellon, as "Trustee" under and as defined in the 1998 Resolution, designating the Notes as "Subordinated Indebtedness" and all payment obligations hereunder as "Subordinated Contract Obligations" within the meaning of the 1998 Resolution.

(f) Financial Statements. A copy of the financial statements referred to in Section 2.3 hereof.

(g) Officer's Certificate. A certificate of the Treasurer or Deputy Treasurer of the Authority to the effect that (i) the representations and warranties of the Authority in SECTION 2 of this Agreement are true and correct on and as of the date hereof, (ii) no Terminating Event of Default or Non-Terminating Event of Default has occurred and is continuing, (iii) the copies of the Commercial Paper Note Resolution, the 1998 Resolution, the Subordinate Resolution, the 2012 Subordinated Notes Resolution and the 2019 Revolving Credit Agreement Resolution heretofore provided to the Banks by the Authority are true and correct copies of such resolutions as currently in effect and (iv) the Authority has notified the banks named in the Amended 2015 Credit Agreement that the "Commitments" under (and as defined in) the Amended 2015 Credit

Agreement shall terminate on or before January 18, 2019 and, as of such date of termination, all amounts payable thereunder and under the “Notes” issued thereunder (and as defined therein) shall have been paid.

(h) Rating Confirmation. A copy of each rating confirmation received pursuant to Section 501(G) of the Commercial Paper Note Resolution.

7.2 Each Loan.

The obligation of each Bank to make each Loan to be made by it under SECTION 3 hereof is subject to the conditions precedent that (i) the Administrative Agent shall have received a Notice of Borrowing pursuant to Section 4.1 hereof, (ii) immediately after the making of such Loan, the aggregate outstanding principal amount of the Loans shall not exceed the aggregate amount of the Commitments, and (iii) no Terminating Event of Default (as defined in SECTION 12 hereof) shall have occurred and be continuing.

SECTION 8.

PARTICULAR COVENANTS OF AUTHORITY.

From the date hereof and until the termination of each Bank’s Commitment, the payment in full of the Notes and the performance of all other obligations of the Authority under this Agreement, the Authority agrees that:

8.1 Financial Statements, etc.

The Authority shall deliver to each Bank:

(a) As soon as available and in any event within 105 days after the end of each semi-annual fiscal period ending June 30 and December 31, the financial statements of the Authority prepared in conformity with generally accepted accounting principles and on a basis consistent with the financial statements referred to in Section 2.3 hereof as at the last day of such period. Financial statements for each fiscal period ending December 31 shall be accompanied by an opinion as to such financial statements of independent certified accountants of recognized standing. Financial statements for each fiscal period ending June 30 that are not accompanied by such an opinion shall be certified (subject to normal year-end adjustments) as to fairness of presentation, generally accepted accounting principles and consistency, insofar as each of the foregoing relates to accounting matters, by the Executive Vice President and Chief Financial Officer or Vice President and Controller of the Authority.

(b) Concurrently with any delivery of financial statements under clause (a) above relating to a fiscal period ending December 31, a certificate of the Treasurer or Deputy Treasurer of the Authority certifying as to whether there shall have occurred and be continuing an Event of Default or any event that with notice or the lapse of time or both would become an Event of Default, specifying the details thereof and what action the Authority proposes to take with respect thereto.

(c) Copies of any other published reports of financial condition, receipts and expenditures prepared or issued by the Authority for general distribution to investors or lenders.

(d) From time to time, with reasonable promptness, such information regarding the business, affairs and financial condition of the Authority as any Bank may reasonably request.

The Authority shall be deemed to have complied with the requirements to provide the information set forth in this Section 8.1 to the extent such information (x)(i) has been posted on the Authority's website (www.nypa.gov) or (ii) has been duly filed with the Electronic Municipal Market Access service of the Municipal Securities Rulemaking Board and is publicly available and (y) the Authority shall have given the Banks notice thereof within the time periods set forth above.

The Authority shall cause the Issuing and Paying Agent to deliver to the Administrative Agent monthly and as otherwise requested by the Administrative Agent a report of the par amounts, CUSIP numbers and maturity dates of outstanding Commercial Paper Notes. In the event the Issuing and Paying Agent fails to comply with such delivery requirement, and the Administrative Agent notifies the Authority of such non-compliance, the Authority shall use reasonable efforts to (a) obtain the foregoing information regarding outstanding Commercial Paper Notes and provide it to the Administrative Agent and (b) cause the Issuing Paying Agent to cure its non-compliance. If the Issuing and Paying Agent shall fail to cure such non-compliance within 30 days after it receives notice thereof, the Authority shall, at the request of the Administrative Agent, arrange for a substitute Issuing and Paying Agent acceptable to the Administrative Agent.

The Authority shall notify each Bank of any withdrawal or reduction by any Rating Agency of its rating of any outstanding Indebtedness of the Authority.

8.2 Taxes and Charges.

The Authority shall pay and discharge any taxes, assessments and governmental charges or levies that may be imposed upon it or upon its revenues, or upon any property belonging to it, prior to the date on which penalties attach thereto; provided that the Authority shall not be required by this paragraph to pay any such tax, assessment, charge, or levy (a) the payment of which is being contested in good faith and by proper proceedings or (b) the failure to make payment would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

8.3 Security Interests.

Without the prior written consent of each Bank, the Authority shall not create or suffer to exist any assignment, mortgage, pledge, security interest, conditional sale or other title retention agreement, lien, charge or other encumbrance upon any of its revenues, property or assets, now owned or hereafter acquired, securing any indebtedness or obligation having priority in payment over the Notes (all such security being herein called "security interests"), except (i)(a) security interests created under the 1998 Resolution to secure Obligations and Parity Debt or (b) security interests upon the assets, revenues, rates, charges, rents, proceeds from the sale of, proceeds of insurance and other income and receipts derived from the ownership or operation of Separately Financed Projects as defined under the 1998 Resolution, (ii) security interests created pursuant to the 2007 Revolving Credit Agreement Resolution, (iii) security interests in the form of a covenant or authorization to pay any obligation of the Authority out of the proceeds of bonds or notes deposited in any fund or account established pursuant to any existing or future resolution of the Authority authorizing the issuance of its obligations and (iv) security interests that are incidental to and incurred in the ordinary course of the Authority's business or the ownership of its property and assets, which (x) are not incurred in connection with the borrowing of money and (y) do not materially detract from the operation of its business or the value of its property or assets or materially impair the use thereof.

8.4 Default, etc.

As soon as reasonably possible and in any event within five Business Days after the Authority has knowledge of the occurrence of an Event of Default or an event that with the giving of notice or lapse of time or both, would constitute an Event of Default, the Authority shall notify the Banks if any Event of Default, or any event that with notice or lapse of time or both would become such an Event of Default, shall have occurred, specifying what action the Authority proposes to take with respect thereto.

8.5 Commercial Paper Note Resolution, 1998 Resolution and this Agreement.

The Authority shall not repeal or modify the Commercial Paper Note Resolution or the 1998 Resolution, or take any action impairing any authority, right or benefit conferred by the Commercial Paper Note Resolution or the 1998 Resolution, or this Agreement; provided, however, that the Authority may supplement or amend the Commercial Paper Note Resolution, or the 1998 Resolution, in accordance with its terms. The Authority shall not issue, or authorize the issuance of, Commercial Paper Notes to the extent that the sum of the aggregate principal amount of all outstanding Commercial Paper Notes (after giving effect to such issuance) plus the aggregate amount of interest payable (including any portion thereof not yet accrued) in respect of such Commercial Paper Notes (as determined by reference to the next interest payment date) would exceed the aggregate unused Commitments.

8.6 Litigation; Other Events.

The Authority shall give to each Bank notice in writing by April 6 of each year of all litigation against or threatened against the Authority and of all proceedings before any governmental or regulatory agency to which the Authority is a party, except litigation or proceedings (a) described in Appendix B to the opinion of counsel to the Authority referred to in Section 7.1(d) hereof or (b) that do not have a reasonable likelihood of adverse determination or if adversely determined, would not have a Material Adverse Effect or material adverse effect upon the rights available to the Banks hereunder. As to the litigation and proceedings described in Appendix B to the opinion of counsel to the Authority referred to in Section 7.1(d) hereof, the Authority shall give to each Bank notice in writing by April 6 of each year of any changes in the circumstances of such litigation or proceedings that would have a Material Adverse Effect or material adverse effect upon the rights available to the Banks hereunder. In addition, the Authority shall give to each Bank notice of the commencement of any such litigation and the occurrence of any other event that is reasonably expected to result in a Material Adverse Effect.

8.7 Further Assurances.

The Authority shall (1) perform and comply with each of the covenants and provisions contained in this Agreement, in the Existing Resolutions and in any other resolution or agreement securing or providing for the issuance of obligations of the Authority for borrowed money and (2) take all action and do all things that it is authorized by law to take and do in order to perform and observe all covenants and agreements on its part to be performed and observed under this Agreement and in order to provide for and to assure payment of the Notes at maturity including, but not limited to, as necessary for the foregoing purposes, directing the payment to it from time to time of any funds held under an Existing Resolution and available in accordance with the terms thereof to be paid to the Authority upon its direction.

8.8 Compliance with Laws, Etc.

The Authority shall comply in all material respects with all applicable laws, rules, regulations and orders (such compliance to include, without limitation, compliance with all environmental laws and all laws relating to hazardous waste and the payment before the same become delinquent of all taxes,

assessments and governmental charges imposed upon it or upon its property except to the extent contested in good faith), non-compliance with which would have a Material Adverse Effect.

8.9 Maintenance of Insurance.

The Authority shall maintain insurance with responsible and reputable insurance companies or associations in such amounts and covering such risks as is required by law or is deemed by the Authority to be prudent.

8.10 Copies of “No Issuance” Notices.

The Authority shall provide the Administrative Agent with any notice delivered to the Authority or any issuing and paying agent appointed pursuant to the Commercial Paper Note Resolution relating to the Series 4 Notes or any other series of commercial paper notes (other than the Commercial Paper Notes), directing the Authority and such issuing and paying agent to cease issuing such notes.

8.11 1998 Resolution and Subordinate Resolution.

The Authority agrees that each Bank shall be a third-party beneficiary to Sections 503, 604, 605 and 606 of the 1998 Resolution and Sections 501, 603, 605(3) and 1003 of the Subordinate Resolution (collectively, the “Resolution Provisions”). The Authority further agrees not to amend or modify the Resolution Provisions, and agrees that no amendment or modification of the Resolution Provisions shall be effective, without the prior written consent of the Majority Banks (which consent shall not be unreasonably withheld), and the Administrative Agent shall be entitled to enforce the Resolution Provisions on behalf of the Banks. It is understood and agreed that the Banks shall not be third-party beneficiaries in respect of any other provisions of the 1998 Resolution or the Subordinate Resolution and shall not be entitled to take any action under the 1998 Resolution or the Subordinate Resolution to enforce any of the provisions thereof other than the Resolution Provisions.

8.12 Commitments, Loans and Notes Issued Under the Amended 2015 Credit Agreement.

The proceeds of any “Loan” under and as defined in the Amended 2015 Credit Agreement will be used only to pay the principal of and interest on the Commercial Paper Notes. The “Commitments” under (and as defined in) the Amended 2015 Credit Agreement shall terminate on or before January 18, 2019 and, as of such date, all amounts payable thereunder and under the “Notes” issued thereunder (and as defined therein) shall be paid at or before the time of such termination.

8.13 Tax-Exempt Status.

With respect to the Commercial Paper Notes the interest on which is intended to be excluded from gross income for Federal income tax purposes, the Authority shall not take any action or omit to take any action that, if taken or omitted, would adversely affect the excludability of interest from the gross income of the holders thereof for purposes of Federal income taxation under the Internal Revenue Code of 1986, as amended.

8.14 Resolutions or Agreements.

The Authority shall not create or suffer to exist any default or Event of Default under the Existing Resolutions or under any other resolution or agreement securing or providing for the issuance of Other

Indebtedness of the Authority in excess of \$25,000,000 the effect of which is to accelerate or permit the acceleration of the maturity of the obligations thereby secured or issued.

8.15 Payment of Fee Letter.

The Authority shall pay any and all amounts owed under the Fee Letter when due and payable.

8.16 Ratings Downgrade.

The Authority shall not allow any Rating Agency then rating the Authority's short-term debt obligations (if any) to lower such ratings to (a) in the case of Moody's, below MIG-3 or P-3, (b) in the case of Standard & Poor's, below SP-2 or A-3, and (c) in the case of Fitch, below F-3.

8.17 Invalidity of Subordinate Revenue Bond.

No court of competent jurisdiction shall adjudge in a final and non-appealable judgment any Subordinate Revenue Bond to be invalid, illegal or unenforceable against the Authority, and the Authority shall not deny in writing that it has any liability under any Subordinate Revenue Bond.

8.18 Judgments for Payment of Money; Enforcement Proceedings.

The Authority shall not permit or suffer to exist any judgment or order for the payment of money in excess of \$25,000,000 in excess of insurance coverage (or indemnities from indemnitors reasonably satisfactory to the Administrative Agent) shall be rendered against the Authority or enforcement proceedings commenced by any creditor upon such judgment or order and continue for period of 60 consecutive days during which the enforcement of such judgment has not been effectively stayed (including by reason of a pending appeal or otherwise), dismissed, satisfied or bonded.

8.19 Separately Financed Projects Reporting. The Authority shall provide notice to the Administrative Agent of the incurrence of any obligation under Section 203 of the General Resolution to finance a Separately Financed Project within 10 business days of the incurrence thereof. Such notice shall include a description of the date of incurrence of such obligations, the principal amount, maturity and amortization, interest rate, if fixed, or method of computation thereof, if variable (and any default rates), and a description of such Separately Financed Project and the revenues and other security pledged to secure such obligations.

SECTION 9.

TAXES.

9.1 Taxes.

(a) Any and all payments by the Authority hereunder or under the Notes shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings and all liabilities with respect thereto, excluding, in the case of each Bank and the Administrative Agent, taxes or withholdings (a) imposed on its income, and franchise taxes imposed on it, by the jurisdiction under the laws of which such Bank or the Administrative Agent (as the case may be) is organized or any political subdivision thereof and, in the case of each Bank, taxes imposed on its income, and franchise taxes imposed on it, by the jurisdiction of such Bank's Lending Office or any political subdivision thereof or (b) imposed by Section 1471 through Section 1474 of the Internal Revenue Code of 1986, as amended

(including any official interpretations thereof (collectively “FATCA”) on any “withholdable payment” payable to such Bank or the Administrative Agent (as the case may be) as a result of the failure of such Person to satisfy the applicable requirements as set forth in FATCA after December 31, 2012 (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as “Taxes”). If the Authority shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder or under any Note to any Bank or the Administrative Agent, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this SECTION 9) such Bank or the Administrative Agent (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Authority shall make such deductions and (iii) the Authority shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law.

(b) In addition, the Authority agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies that arise from any payment made hereunder or under the Notes or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or the Notes (hereinafter referred to as “Other Taxes”).

(c) The Authority will indemnify each Bank and the Administrative Agent for the full amount of Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this SECTION 9) paid by such Bank or the Administrative Agent (as the case may be) and any liability including interest, expenses and penalties (other than penalties that have been incurred by the Administrative Agent or a Bank because of such person’s willful misconduct or gross negligence) arising therefrom or with respect thereto, based on a claim for such Taxes or Other Taxes made by the applicable taxing authority, provided, however, that prior to such payment by such Bank or the Administrative Agent (as the case may be), the Authority shall be notified by such Bank or the Administrative Agent of the imposition of such Taxes and may contest, if the Authority so chooses, the imposition of such Taxes, provided further that such Bank or the Administrative Agent may pay such Taxes or Other Taxes if such payment would not preclude the Authority’s ability to contest such imposition. This indemnification shall be made within 30 days from the date such Bank or the Administrative Agent (as the case may be) makes written demand therefor.

(d) Within 30 days after the date of any payment of Taxes, the Authority will furnish to the Administrative Agent, at its address referred to on the signature page hereof, the original or a certified copy of a receipt evidencing payment thereof.

(e) Any Bank claiming any additional amounts payable pursuant to this SECTION 9 shall use its best efforts (consistent with its internal policy and legal regulatory restrictions) to change the jurisdiction of its Lending Office if such change would eliminate or reduce any such additional amounts that may thereafter accrue and would not, in the reasonable judgment of such Bank, be otherwise disadvantageous to such Bank.

(f) Without prejudice to the survival of any other agreement of the Authority hereunder, the agreements and obligations of the Authority contained in this SECTION 9 shall survive the payment in full of principal and interest hereunder and under the Notes.

SECTION 10.

SECURITY FOR THE NOTES.

Each Note is and shall continue to be an obligation of the Authority payable from the Trust Estate and Subordinated Indebtedness. The Trust Estate is hereby pledged for the payment of each Note, which pledge is subordinate in the manner set forth in the 1998 Resolution. The foregoing pledges shall be valid and binding from and after the date of execution and delivery hereof and the Trust Estate shall immediately be subject to the lien of such pledges without any physical delivery thereof or further act, and the lien of such pledges shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority irrespective of whether such parties have notice thereof. This Agreement is a Subordinated Contract Obligation (within the meaning of the 1998 Resolution).

SECTION 11.

PLEDGE OF STATE.

The Authority, as agent for the State, does hereby pledge to and agree with the holders from time to time of the Notes that the State will not limit or alter the rights vested in the Authority by the Act, until the obligations of the Authority under the Notes are fully met and discharged, provided that nothing herein contained shall preclude such limitation or alteration if and when adequate provision shall be made by law for the protection of the holders of the Notes.

SECTION 12.

DEFAULTS.

If any of the following events or conditions shall occur and be continuing (each of the events or conditions described herein referred to as an “Event of Default”; each Event of Default set forth in Sections 12.1 through 12.7 hereof inclusive being herein referred to as a “Terminating Event of Default” and each Event of Default set forth in Sections 12.8 and 12.9 hereof inclusive being referred to as a “Non-Terminating Event of Default”):

12.1 Payment.

The Authority shall fail to pay any installment of principal or interest on the Notes when due and payable and such failure shall continue for five Business Days;

12.2 [Intentionally Omitted].

12.3 Other Indebtedness.

The Authority shall default in the payment when due (including any applicable grace period) of any Indebtedness of the Authority (other than Indebtedness outstanding under this Agreement) in excess of \$25,000,000; provided that this Section 12.3 shall not apply if such default is remedied or waived by the holders of such Indebtedness prior to the Administrative Agent taking any action pursuant to the last paragraph of this SECTION 12;

12.4 Bankruptcy.

The Authority shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of the Authority for all or a substantial part of the assets of the Authority, (ii) commence a voluntary case or other proceeding or file a petition seeking reorganization, liquidation, composition of indebtedness or any arrangement with creditors under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or of the State of New York, or (iii) make a general assignment for the benefit of creditors;

12.5 Judgments.

Any final, non-appealable judgment or order for the payment of money in excess of \$25,000,000 in excess of insurance coverage (or indemnities from indemnitors reasonably satisfactory to the Administrative Agent) shall be rendered against the Authority and enforcement proceedings shall have been commenced by any creditor upon such judgment or order and such judgment shall not have been satisfied or bonded within 60 days of the date thereof;

12.6 Ratings.

The lowering or withdrawal by all Rating Agencies then rating the applicable obligations of the rating on any obligations of the Authority that are on a parity with the Note(s) issued under this Agreement or that have a priority in payment over the Note(s) issued under this Agreement to (a) in the case of Moody's, below Baa3, and (b) in the case of Standard & Poor's and Fitch, below BBB-;

12.7 Invalidity.

This Agreement, any Note, or any Commercial Paper Note shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable against the Authority and such judgment shall be final and non-appealable, or the Authority shall deny in writing that it has any liability hereunder or thereunder;

12.8 Representations.

Any representation or warranty made by the Authority in SECTION 2 or Section 3.6 hereof, or in any document furnished by the Authority hereunder, shall prove to have been incorrect in any material respect when made or deemed made;

12.9 Covenants.

The Authority shall default (other than as otherwise provided in Sections 12.1 through 12.7 hereof) in the performance of any agreement or covenant herein and such default shall continue unremedied for 30 days after written notice to the Authority from the Administrative Agent.

THEREUPON, in any such case and subject to the remainder of this Section, the Administrative Agent shall at the request, or with the consent, of the Banks holding at least 66 2/3% in principal amount of the Loans then outstanding or, if no Loans are then outstanding, Banks having at least 66 2/3% of the Commitments, do any or all of the following: (i) in the case of any Event of Default, direct the Authority to cease issuing Commercial Paper Notes, whereupon the Authority shall immediately cease to issue any Commercial Paper Notes until such time (if any) as the Administrative Agent shall rescind such directions, and, after receiving such cessation direction, the Authority shall immediately provide telephonic notice effectuating such cessation, (ii) in the case of a Non-Terminating Event of Default,

declare the obligation of each Bank to make Loans to be terminated 30 days after written notice to the Authority from the Administrative Agent of such Non-Terminating Event of Default provided that the obligations of each Bank to make Loans for the purpose of paying Commercial Paper Notes outstanding on the date of such written notice shall remain in effect to the extent and so long as necessary for the payment of such Commercial Paper Notes at their maturity dates; (iii) in the case of a Terminating Event of Default, by notice to the Authority, declare the obligation of each Bank to make Loans to be terminated, whereupon the same shall forthwith terminate, and/or (iv) in the case of any Event of Default, by notice to the Authority, declare the Notes, all interest thereon and all other amounts payable under this Agreement to be forthwith due and payable, whereupon the Notes, all such interest thereon and all other amounts payable under this Agreement shall forthwith become immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Authority; provided, however, that in the case of any Event of Default specified in Section 12.4 hereof (A) the obligation of each Bank to make Loans shall automatically be terminated and (B) the Notes, all such interest and all such amounts shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Authority. For purposes of clause (iii) of this paragraph, no Terminating Event of Default shall be deemed to have occurred solely as a result of the Authority's failure to pay, prior to the regularly scheduled date for payment thereof, any portion of the principal of or interest on any Note that has been accelerated pursuant to clause (iv) above solely as a result of the occurrence of a Non Terminating Event of Default, but the foregoing shall not otherwise limit, affect or impair the validity of such acceleration. The Administrative Agent shall provide The Bank of New York Mellon, as Issuing and Paying Agent under an Issuing and Paying Agency Agreement entered into by the Authority pursuant to the Commercial Paper Note Resolution, with written notice of the occurrence of an Event of Default and written notice rescinding such notice in the event that an Event of Default is determined by the Banks to be no longer in existence hereunder, and such notice shall be provided by the Administrative Agent to any other entity required to receive such notice pursuant to such Resolution.

SECTION 13.

THE ADMINISTRATIVE AGENT.

13.1 Authorization and Action.

Each Bank hereby appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent by the terms hereof, together with such powers as are reasonably incidental thereto. As to any matters not expressly provided for by this Agreement (including, without limitation, enforcement or collection of the Notes), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of holders of at least 66 2/3% in principal amount of the Notes then outstanding (or if no Notes are at the time outstanding, upon the instructions of Banks having at least 66 2/3% of the Commitments), and such instructions shall be binding upon all Banks and all holders of Notes; provided, however, that the Administrative Agent shall not be required to take any action that exposes the Administrative Agent to personal liability (other than in its capacity as a Bank) or that is contrary to this Agreement or applicable law. The Administrative Agent agrees to give to each Bank prompt notice of each notice given to it by the Authority pursuant to the terms of this Agreement.

13.2 Administrative Agent's Reliance, Etc.

Neither the Administrative Agent nor any of its directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them under or in connection with this

Agreement, except for its or their own gross negligence or willful misconduct. Without limitation of the generality of the foregoing, the Administrative Agent: (i) may treat the payee of any Note as the holder thereof until the Administrative Agent receives written notice of the assignment or transfer thereof signed by such payee and including the agreement of the assignee or transferee to be bound hereby as it would have been if it had been an original Bank party hereto, in form satisfactory to the Administrative Agent; (ii) may consult with legal counsel (including counsel for the Authority), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (iii) makes no warranty or representation to any Bank and shall not be responsible to any Bank for any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement on the part of the Authority or to inspect the property (including the books and records) of the Authority or to the satisfaction of any condition specified in SECTION 7 hereof (except receipt of items required to be delivered to the Administrative Agent); (v) shall not be responsible to any Bank for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; and (vi) shall incur no liability under or in respect of this Agreement by acting upon any notice, consent, certificate or other instrument or writing (which may be by telecopier, telegram, cable or telex) believed by it to be genuine and signed or sent by the proper party or parties.

13.3 JPMorgan Chase Bank, N.A. and Affiliates.

With respect to its Commitment, the Loans made by it and the Note issued to it, JPMorgan Chase Bank, N.A. shall have the same rights and powers under this Agreement as any other Bank and may exercise the same as though it were not the Administrative Agent; and the term “Bank” or “Banks” shall, unless otherwise expressly indicated, include JPMorgan Chase Bank, N.A., in its individual capacity. JPMorgan Chase Bank, N.A. and its affiliates may accept deposits from, lend money to, act as trustee under indentures of, and generally engage in any kind of business with, the Authority, any of its subsidiaries and any Person who may do business with or own securities of the Authority or any such subsidiary, all as if JPMorgan Chase Bank, N.A. were not the Administrative Agent and without any duty to account therefor to the Banks.

13.4 Bank Credit Decision.

Each Bank acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Bank and based on the financial statements referred to in Section 2.3 hereof and such other documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Bank and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement.

13.5 Indemnification.

The Banks agree to indemnify the Administrative Agent (to the extent not reimbursed by the Authority), ratably according to the respective principal amounts of the Notes then held by each of them (or if no Notes are at the time outstanding or if any Notes are held by Persons that are not Banks, ratably according to the respective amounts of their Commitments), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or any action taken or omitted by the

Administrative Agent under this Agreement, provided that no Bank shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's gross negligence or willful misconduct. Without limitation of the foregoing, each Bank agrees to reimburse the Administrative Agent promptly upon demand for its ratable share of any out-of-pocket expenses (including counsel fees) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, to the extent that the Administrative Agent is not reimbursed for such expenses by the Authority.

13.6 Successor Administrative Agent.

The Administrative Agent may resign at any time by giving written notice thereof to the Banks and the Authority. Upon any such resignation, the Majority Banks shall have the right to appoint a successor Administrative Agent. If no successor Administrative Agent shall have been so appointed by the Majority Banks, and shall have accepted such appointment, within 30 days after the retiring Administrative Agent's giving of notice of resignation, then the retiring Administrative Agent may, on behalf of the Banks, appoint a successor Administrative Agent, which shall be a commercial bank organized under the laws of the United States of America or of any State thereof and having a combined capital and surplus of at least \$50,000,000. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Administrative Agent's resignation or removal hereunder as Administrative Agent, the provisions of this SECTION 13 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement.

SECTION 14.

NOTICES, ETC.

14.1 Notices Generally.

Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in Section 14.2), all notices and other communications provided for herein to the Authority, the Administrative Agent or any Bank shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number specified for such Person on the signature pages hereof.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient); provided, however, notices and other communications to the Authority delivered by telecopier shall be deemed to have been given only upon the sender's receipt of an acknowledgement from the intended recipient. Notices delivered through electronic communications, to the extent provided in Section 14.2, shall be effective as provided in such Section 14.2.

14.2 Electronic Communications.

Notices and other communications to any Bank hereunder may be furnished by e-mail to such Bank's email address specified on the signature pages hereof pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Bank pursuant to SECTION 4 hereof if such Bank has notified the Administrative Agent that it is incapable of receiving notices under such Section by electronic communication. The Administrative Agent or the Authority may, in its discretion, agree to accept notices and other communications to it hereunder by e-mail communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Notices and other communications sent to an e-mail address of the Authority or, unless the Administrative Agent otherwise prescribes, to an e-mail address of the Administrative Agent or any Bank shall be deemed received only upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient

14.3 Change of Address, Etc.

Each of the Authority and the Administrative Agent may change its address, telecopier or telephone number or e-mail address for notices and other communications hereunder by notice to the other parties hereto. Each other Bank may change its address, telecopier or telephone number or e-mail address for notices and other communications hereunder by notice to the Authority and the Administrative Agent. In addition, each Bank agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (a) an effective address, contact name, telephone number, telecopier number and e-mail address to which notices and other communications may be sent and (b) accurate wire instructions for such Bank.

14.4 Recordings.

All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

SECTION 15.

MISCELLANEOUS

15.1 Waivers, etc.

No failure on the part of any Bank to exercise, and no delay in exercising, and no course of dealing with respect to, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

15.2 Expenses; Indemnification.

The Authority agrees to pay, whether or not any Loan is made hereunder, (a) the reasonable legal fees and disbursements of outside counsel retained by the Administrative Agent in connection with the formulation, execution and delivery of this Agreement and the Fee Letter, any waiver or consent hereunder or under the Fee Letter or any amendment hereof or of the Fee Letter (including any extension of the Commitments and the Existing Termination Date, pursuant to Section 4.3 hereof) or any event or condition that constitutes an Event of Default, or, with the giving of notice or lapse of time or both, would constitute such an Event of Default; (b) the reasonable legal fees and disbursements of the outside counsel of the Banks (other than JPMorgan Chase Bank, N.A.) in connection with the preparation and delivery of “enforceability opinions” for such Banks; (c) all taxes, if any, upon any documents or transactions pursuant to this Agreement or the Fee Letter; and (d) costs of collection and enforcement (including reasonable counsel fees and disbursements) if an Event of Default occurs.

The Authority agrees to indemnify each Bank and hold each Bank harmless from and against any and all liabilities, losses, damages, and all reasonable costs and expenses of any kind, including, without limitation, the reasonable fees and disbursements of counsel, which may be incurred by any Bank (or by the Administrative Agent in connection with its actions as Administrative Agent hereunder) in connection with any investigative, administrative or judicial proceeding (whether or not such Bank shall be designated a party thereto) to the extent relating to or arising out of this Agreement, the Fee Letter, the Commercial Paper Note Resolution or any actual or proposed use of proceeds of Loans hereunder; provided that no Bank shall have the right to be indemnified hereunder for its own gross negligence or willful misconduct as determined by a court of competent jurisdiction.

To the extent permitted by law, the Authority assumes all risks of the acts or omissions of the Issuing and Paying Agent with respect to the use of the Loans made pursuant thereto; provided that this assumption with respect to any Bank is not intended to and shall not preclude the Authority from pursuing such rights and remedies as it may have against the Issuing and Paying Agent under any other agreements. Neither the Banks nor their respective officers or directors shall be liable or responsible for (a) the use of the proceeds of the Notes or any Loan, or for any acts or omissions of the Issuing and Paying Agent or the Dealer, (b) the validity, sufficiency, or genuineness of any documents determined in good faith by the Banks to be valid, sufficient or genuine, even if such documents shall, in fact, prove to be in any or all respects invalid, fraudulent, forged or insufficient, (c) payments by the Banks against presentation of requests for Loans which the Banks in good faith has determined to be valid, sufficient or genuine and which subsequently are found not to comply with the terms of this Agreement, or (d) any other circumstances whatsoever in making or failing to make payment hereunder; provided that the Authority shall have a claim against a Bank to the extent of any direct, as opposed to consequential damages, but only to the extent caused by the gross negligence or willful failure of such Bank in failing to make a Loan required to be made by such Bank hereunder after compliance by the Authority with all conditions precedent to such Loan, unless the making of such Loan was not otherwise permitted by law.

15.3 Governing Law.

This Agreement and the Notes shall be governed by and construed in accordance with the law of the State of New York without regard to the conflict of laws principles of the State of New York.

15.4 Waiver of Trial by Jury.

To the fullest extent permitted by the law, the Authority, the Administrative Agent and the Banks hereby waive trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or the transactions contemplated hereby (whether based on contract, tort or any other theory).

The Authority further agrees that, in the event of litigation, it will not personally or through its agents or attorneys seek to repudiate the validity of this Section 15.4, and it acknowledges that it freely and voluntarily entered into this agreement to waive trial by jury in order to induce the Administrative Agent and the Banks to enter into this Agreement.

15.5 Amendments, etc.

No amendment or waiver of any provision of this Agreement or the Notes, nor consent to any departure by the Authority therefrom, shall in any event be effective unless the same shall be in writing and signed by the Majority Banks, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given; provided, however, that no amendment, waiver or consent shall, unless in writing and signed by all the Banks, do any of the following: (a) waive any of the conditions specified in SECTION 7 hereof, (b) except pursuant to Section 3.7 or Section 4.3 hereof, increase the Commitments of the Banks or subject the Banks to any additional obligations, (c) reduce the principal of, or interest on, the Notes or any fees or other amounts payable hereunder, (d) postpone any date fixed for any payment of principal of, or interest on, the Notes or any fees or other amounts payable hereunder, (e) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Notes, or the number of Banks, which shall be required for the Banks or any of them to take any action hereunder, or (f) amend or waive any provision of Section 8.3, SECTION 10 or this Section 15.5; and provided, further, that no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Banks required above to take such action, affect the rights or duties of the Administrative Agent under this Agreement or any Note. Notwithstanding anything to the contrary herein, no Defaulting Bank shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Banks or each affected Bank may be effected with the consent of the applicable Banks other than Defaulting Banks), except that (x) the Commitment of any Defaulting Bank may not be increased or its term extended without the consent of such Bank and (y) any waiver, amendment or modification requiring the consent of all Banks or each affected Bank that by its terms affects any Defaulting Bank more adversely than other affected Banks shall require the consent of such Defaulting Bank.

15.6 Successors and Assigns.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; except that the Authority may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Banks.

(b) Any Bank may at any time grant to one or more banks or other institutions (each a "Participant") participating interests in its Commitment or any or all of its Loans. In the event of any such grant by such Bank of a participating interest to a Participant, whether or not upon notice to the Authority, such Bank shall remain responsible for the performance of its obligations hereunder, and the Authority shall continue to deal solely and directly with such Bank in connection with such Bank's rights and obligations under this Agreement. Any agreement pursuant to which any Bank may grant such a participating interest shall provide that such Bank shall retain the sole right and responsibility to enforce the obligations of the Authority hereunder including, without limitation, the right to approve any amendment, modification or waiver or any provision of this Agreement; provided that any such agreement may provide that such Bank will not agree to any amendment, waiver or modification of this Agreement described in clauses (b) through (d) of Section 15.5 hereof without the consent of the Participant. Subject to subsection (f) below, the Authority agrees that each Participant shall, to the extent provided in its participation agreement, be entitled to the benefits of Section 3.4, Section 3.5 and SECTION 9 hereof with

respect to its participating interest. An assignment or other transfer that is not permitted by subsection (c) or (d) below shall be given effect for purposes of this Agreement only to the extent of a participating interest granted in accordance with this subsection (b).

(c) Any Bank may at any time assign to one or more banks or other institutions (each an “Assignee”) all, or a proportionate part (equivalent to an initial Commitment of not less than \$10,000,000, or a larger multiple of \$1,000,000) of all, of its rights and obligations under this Agreement and the Notes, and such Assignee shall assume such rights and obligations, pursuant to an Assignment and Assumption Agreement in substantially the form of Exhibit D hereto executed by such Assignee and such Bank, with (and subject to) the subscribed consent of the Administrative Agent and the Authority, which consent shall not be unreasonably withheld, together with any Note or Notes subject to such assignment and a processing and recordation fee of \$3,000 payable to the Administrative Agent, provided, however, that no such assignment shall be effected unless the senior securities of such bank or other institution, or securities secured by such bank’s or other institution’s letters of credit, are assigned (a) at least one long-term rating of at least A1 by Moody’s, A+ by Fitch, or A+ by Standard & Poor’s (so long as no two of the three of Moody’s, Fitch, and Standard & Poor’s have assigned long-term ratings below A2, A, and A, respectively), and (b) short-term ratings of at least P-1 by Moody’s, A-1 by Standard & Poor’s, and F1 by Fitch.

(d) Upon execution and delivery of such instrument and payment by such Assignee to such Bank of an amount equal to the purchase price agreed between such Bank and such Assignee, such Assignee shall be a Bank party to this Agreement and shall have all the rights and obligations of a Bank with a Commitment as set forth in such instrument of assumption, and such Bank shall be released from its obligations hereunder to a corresponding extent, and no further consent or action by any party shall be required. Upon the consummation of any assignment pursuant to this subsection (d), such Bank and the Authority shall make appropriate arrangements so that, if required, a new Note is issued to such Bank and Assignee and the old Note of the assigning Bank is returned to the Authority.

(e) Any Bank may at any time assign all or any portion of its rights under this Agreement and its Note to a Federal Reserve Bank. No such assignment shall release such Bank from its obligations hereunder.

(f) No Participant in a Bank’s rights shall be entitled to receive any greater payment under Section 3.4, Section 3.5 or SECTION 9 hereof than such Bank would have been entitled to receive with respect to the rights transferred, unless such transfer is made with the Authority’s prior written consent.

15.7 Counterparts.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

15.8 Reliance.

Each Bank acknowledges that it has, independently, and based on such documents and information as it has deemed appropriate, made its own credit analysis of the Authority and its own decision to enter into this Agreement and extend credit hereunder.

15.9 No Personal Liability.

No trustee, officer or employee of the Authority shall be held personally liable on the Notes or in connection with any claim based thereon or on the Commercial Paper Note Resolution, the Subordinate Resolution, or on this Agreement.

15.10 Defeasance.

If the Commitments shall have terminated and the Authority shall pay or cause to be paid, or there shall otherwise be paid to each Bank, the entire principal of and interest on the Notes and all other amounts owing to the Banks hereunder or under the Notes, then the pledge created under this Agreement and all covenants, agreements and other obligations of the Authority hereunder to the holder of the Notes shall thereupon cease, terminate and become void and be discharged and satisfied, and thereupon all of the moneys and properties of the Authority then subject to such pledge shall be forever free and clear of such pledge and at the option of the Authority, expressed in writing, this Agreement shall be of no further force or effect.

15.11 Severability.

Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 15.11, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Banks shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, then such provisions shall be deemed to be in effect only to the extent not so limited.

15.12 No Advisory or Fiduciary Relationship.

In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or the Notes), the Authority acknowledges and agrees that (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Banks, are arm's-length commercial transactions between the Authority, on the one hand, and the Administrative Agent and the Banks, on the other hand, (B) the Authority has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Authority is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby; (ii) (A) the Administrative Agent and each Bank is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Authority or any other Person and (B) the Administrative Agent and the Banks have no obligation to the Authority with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (iii) the Administrative Agent and the Banks may be engaged in a broad range of transactions that involve interests that differ from those of the Authority, and the Administrative Agent and the Banks have no obligation to disclose any of such interests to the Authority. To the fullest extent permitted by law, the Authority hereby waives and releases any claims that it may have against the Administrative Agent or each Bank with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

15.13 USA PATRIOT Act.

Each Bank that is subject to the Patriot Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Bank) hereby notifies the Authority that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Patriot Act”), it is required to obtain, verify and record information that identifies the Authority, which information includes the name and address of the Authority and other information that will allow such Bank or the Administrative Agent, as applicable, to identify the Authority in accordance with the Patriot Act. The Borrower shall, promptly following a request by the Administrative Agent or any Bank, provide all documentation and other information that the Administrative Agent or such Bank requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act.

15.14 Survival.

The provisions of Section 3.4, Section 3.5, SECTION 9 and Section 15.2 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof.

[Signature Pages to Follow]

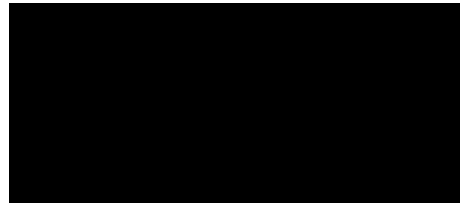
POWER AUTHORITY OF THE STATE OF NEW
YORK

By _____
Name:
Title:



Address:

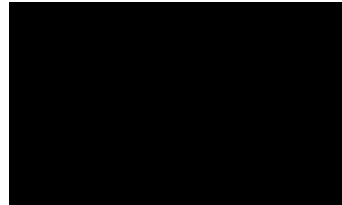
Telephone:
Facsimile:
Attn:



With a copy to:




Address:

Attn:
Telephone:
Facsimile:



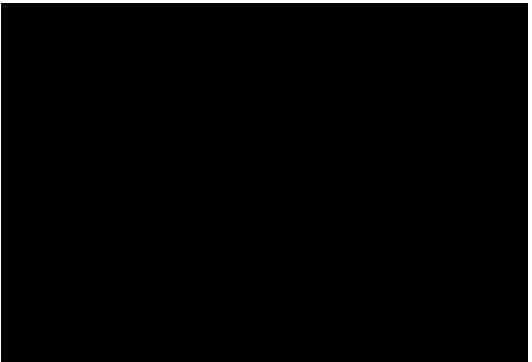
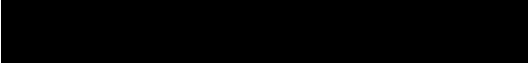
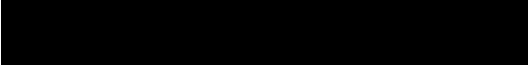
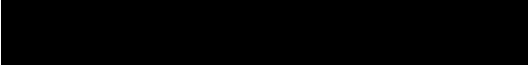

Commitment Amount: \$200,000,000

JPMORGAN CHASE BANK, N.A., as Administrative Agent and as a Bank

By 
Name: 
Title: 

Address: 
Telephone: 
Facsimile: 
Attn: 
Email: 

With a copy to:

Address: 
Attn: 
Telephone: 
Facsimile: 
Email: 

Commitment Amount: \$100,000,000

WELLS FARGO BANK, N.A.

By _____
Name:
Title:

Address:

Telephone:
Facsimile:
Attn:
Email:



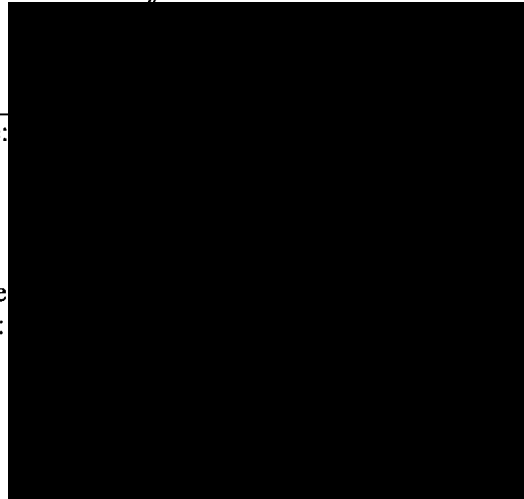
Commitment Amount: \$175,000,000

TD BANK, N.A.

By _____
Name:
Title:

Address:

Telephone
Facsimile:
Attn:
Email:



Commitment Amount: \$125,000,000

STATE STREET BANK AND TRUST COMPANY



By

Name:

Title:

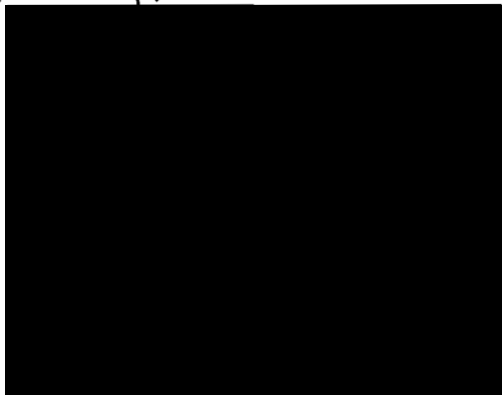
Address:

Telephone:

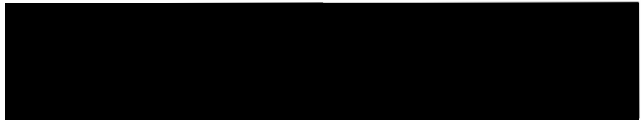
Facsimile:

Attn:

Email:



With a copy to:



**POWER AUTHORITY OF THE STATE OF NEW YORK
PROMISSORY NOTE**

DATED: January 16, 2019

POWER AUTHORITY OF THE STATE OF NEW YORK (hereinafter called the “Authority”), a body corporate and politic, a political subdivision and a corporate municipal instrumentality of the State of New York, for value received, hereby promises to pay to the order of [BANK] or its successors or assigns (the “Bank”), at the principal office of the Bank for the account of its Lending Office (as that term is defined in the 2019 Revolving Credit Agreement hereinafter mentioned), the principal sum of \$_____, or, if less, the aggregate principal amount of all loans (“Loans”) made by the Bank to the Authority pursuant to the 2019 Revolving Credit Agreement described below, such payment of principal of each such Loan to be made in full by the Authority on the Term Loan Date (as that term is defined in the 2019 Revolving Credit Agreement) applicable to such Loan, provided, however, that if on the Term Loan Date no Event of Default, as defined in the 2019 Revolving Credit Agreement, and no event or condition that, with the giving of notice or the lapse of time or both, would constitute an Event of Default, has occurred and is continuing, and such Loan is not then governed by the proviso clause of Section 3.6(b)(i) of the 2019 Revolving Credit Agreement, such payment of such Loan shall not be required on the Term Loan Date and shall instead be made in eight equal quarterly installments of principal, the first to be paid on the numerically corresponding date that is three calendar months after the Term Loan Date, and the remaining payments to be paid on the numerically corresponding dates that are 6, 9, 12, 15, 18, 21, and 24 calendar months after the Term Loan Date, provided that if there is no such numerically corresponding date in any such calendar month, the relevant installment shall be payable on the last day of such month; and provided further that on the date so determined that occurs in the 24th calendar month after the Term Loan Date (the “Final Maturity Date”) all outstanding principal on such Loan shall be due and payable, and promises to pay interest on the unpaid principal amount of each Loan for the period commencing on the date of such Loan until such Loan shall be paid in full, at the following rates *per annum*: (i) during any period, at a variable rate *per annum* equal to the Adjusted Base Rate (as defined in the 2019 Revolving Credit Agreement); and (ii) notwithstanding clause (i), if an Event of Default under the 2015 Revolving Credit Agreement shall have occurred and be continuing, at a rate *per annum* equal at all times to 3.0% *per annum* above the Base Rate (as defined in the 2019 Revolving Credit Agreement) in effect from time to time. Each change in the Base Rate resulting from a change in the Prime Rate of the Administrative Agent or the Federal Funds Rate (as such terms are defined in the 2019 Revolving Credit Agreement) shall become effective for purposes hereof on the day on which such change in such Prime Rate or the Federal Funds Rate becomes effective. The interest rate specified above may be adjusted pursuant to Section 3.8 of the 2019 Revolving Credit Agreement. Interest shall be computed on the basis of a year having the number of days specified in Section 3.2 of the 2019 Revolving Credit Agreement, and actual days elapsed, and shall be paid monthly in arrears (a) on the first Business Day (as defined in the 2019 Revolving Credit Agreement) of each month during the period from the date hereof to the Termination Date (as defined in the 2019 Revolving Credit Agreement) and (b) on the Termination Date.

The Bank is hereby authorized by the Authority to and shall record on the schedule annexed to this Note (or on a supplemental schedule thereto) the amount of each Loan made by the Bank under the 2019 Revolving Credit Agreement and the amount of each payment or prepayment of the principal of this Note received by the Bank, it being understood, however, that if the Bank fails to make any such notation or makes a mistake with respect to any such notation, such failure or mistake shall not affect the rights or obligations of the Bank or the Authority hereunder or under the 2019 Revolving Credit Agreement with respect to the Loans.

This Note is issued under a resolution of the Authority adopted December 11, 2018 (the “Resolution”) and under the Power Authority of the State of New York 2019 Revolving Credit Agreement, dated as of January 16, 2019 (as amended from time to time, the “2019 Revolving Credit Agreement”), among the Authority, the Bank and the other banks named in such Agreement, as Lenders, and JPMorgan Chase Bank, N.A., as administrative agent. This Note is and shall continue to be an obligation of the Authority payable from the Trust Estate (as defined in the 1998 Resolution referred to in said 2019 Revolving Credit Agreement) and, is and shall constitute Subordinated Indebtedness (within the meaning of said 1998 Resolution). The Trust Estate (as so defined) is hereby pledged for payment of this Note, which pledge is subordinate in the manner set forth in the 1998 Resolution. This Note is also entitled to the benefits of the Resolution and said 2019 Revolving Credit Agreement.

Upon the occurrence of any Event of Default specified in said 2019 Revolving Credit Agreement, the principal of this Note and accrued interest thereon may be declared due and payable in the manner, upon the conditions and with the effect provided in said 2019 Revolving Credit Agreement, and upon any such declaration, the principal of and interest on all Loans then outstanding shall become immediately due and payable hereunder.

The Authority may pay all or any part of the principal of this Note before maturity upon the terms provided in said 2019 Revolving Credit Agreement.

Pursuant to Section 1011 of the Power Authority Act, Title 1 of Article 5 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of New York, the Authority, as agent for the State of New York, does hereby pledge to and agree with the holder of this Note that the State of New York will not limit or alter the rights vested in the Authority by said Act, as amended, until the obligations of the Authority under this Note shall have been fully met and discharged or adequate provision shall have been made by law for the protection of the holders of this Note.

The Authority has no power to pledge the credit of the State of New York, nor shall any of its obligations, including this Note, be deemed to be obligations of the State of New York.

No trustee, officer or employee of the Authority shall be held personally liable on this Note or in connection with any claim based hereon or on the Resolution or on said 2019 Revolving Credit Agreement.

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

IN WITNESS WHEREOF, POWER AUTHORITY OF THE STATE OF NEW YORK has caused this Note to be signed in its name and on its behalf by the manual signature of its Treasurer, and its corporate seal (or a facsimile thereof) to be hereunto affixed, imprinted, engraved or otherwise reproduced and attested by the manual signature of its Corporate Secretary, Deputy Corporate Secretary, or an Assistant Corporate Secretary as of the [] day of January, 2019.

**POWER AUTHORITY OF THE STATE OF
NEW YORK**

By _____
Genevieve D. Fabela
Treasurer

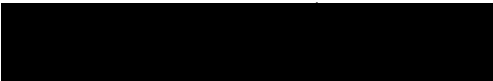
Attest:

[Deputy] [Assistant] Corporate
Secretary

[Letterhead of Power Authority of the State of New York]

[Date]

JPMorgan Chase Bank, N.A., as Administrative Agent



Re: Notice of Borrowing

Ladies and Gentlemen:

The Power Authority of the State of New York (the “*Authority*”), pursuant to the 2019 Revolving Credit Agreement dated as of January 16, 2019 (as amended from time to time, the “*2019 Revolving Credit Agreement*”) among the Authority, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (the “*Administrative Agent*”), hereby confirms the Authority’s telephonic notice given to you on [Date] of a borrowing under said 2019 Revolving Credit Agreement in the principal amount of \$_____ to be made on [Date]. The Administrative Agent shall make the proceeds of the Loan available to the Authority [specify manner].

THE AUTHORITY HEREBY CERTIFIES that all terms and conditions to the subject Borrowing have been complied with, including all representation and warranties required to be made or deemed made pursuant to the terms of the 2019 Revolving Credit Agreement [in the event the notice specified in the proviso clause of Section 3.6(b)(i) of the 2019 Revolving Credit Agreement is to be given: provided, however, that the Authority is unable to reaffirm the representations and warranties set forth in Section 2.3 of the 2019 Revolving Credit Agreement.]

POWER AUTHORITY OF THE STATE OF NEW YORK

By _____
Authorized Officer

POWER AUTHORITY OF THE STATE OF NEW YORK
30 South Pearl Street
Albany, NY 12207

January 16, 2019

JPMorgan Chase Bank, N.A., as Administrative
Agent, and
the Banks listed on Appendix A hereto

Ladies and Gentlemen:

As General Counsel of the Power Authority of the State of New York (herein called the “*Authority*”) and in accordance with Section 7.1(d) of the 2019 Revolving Credit Agreement dated as of January 16, 2019 among the Authority, JPMorgan Chase Bank, N.A., as administrative agent (the “*Administrative Agent*”), and the banks enumerated in such Agreement (herein called the “*Revolving Credit Agreement*”), I hereby advise that in my opinion:

1. The Authority is a body corporate and politic, a political subdivision and a corporate municipal instrumentality of the State of New York, created by and validly existing under the Power Authority Act, Title 1 of Article 5 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended (the “*Act*”). The Authority has the power to execute and deliver the Revolving Credit Agreement and the notes issued on the date hereof pursuant to the Revolving Credit Agreement (the “*Notes*”) and to incur and perform its obligations under the Revolving Credit Agreement and under the Notes.
2. The execution and delivery of the Revolving Credit Agreement and the issuance of the Notes do not and will not violate any provision of any agreement entered into pursuant to the Existing Resolutions (as defined in the Revolving Credit Agreement) or, to my knowledge after inquiry, under any other agreement or instrument to which the Authority or its property is bound, or result in the creation or imposition of any “security interest” (as defined in the Revolving Credit Agreement) on any asset of the Authority except for the pledge contemplated by the Revolving Credit Agreement.
3. The Notes do not constitute an obligation, debt or liability of the State of New York, and the Authority has no power of taxation or power to pledge the credit of the State of New York.
4. There are no suits or proceedings pending, or to the knowledge of the Authority threatened, against or affecting the Authority, (a) questioning the creation, organization or existence of the Authority or the validity of the Revolving Credit Agreement, the Existing Resolutions or the Notes or any of the bonds or notes referred to in the Revolving Credit Agreement or the Existing Resolutions or (b) that have a reasonable likelihood of being adversely determined and, if adversely determined, would otherwise have a Material Adverse Effect (as defined in the Revolving Credit Agreement) or material adverse effect upon the rights available to the Banks under the Revolving Credit Agreement[, except as may be described in Appendix B hereto].
5. The Authority (or the State of New York for the benefit of the Authority) has good and legal title to each of the fixed properties and assets of the Authority. As of the date first above written, there

are no liens or encumbrances on any properties of the Authority the foreclosure of which would have a Material Adverse Effect, except as described in the Revolving Credit Agreement. As of the date first above written, there are no liens or encumbrances on the revenues of the Authority other than the pledge effected by and pursuant to the Revolving Credit Agreement and the pledges effected by and pursuant to the Existing Resolutions.

I am admitted to the bar of the State of New York. I express no opinion as to the laws of any jurisdiction other than the laws of the State of New York, and my opinion is limited to and applies only insofar as such laws may be concerned.

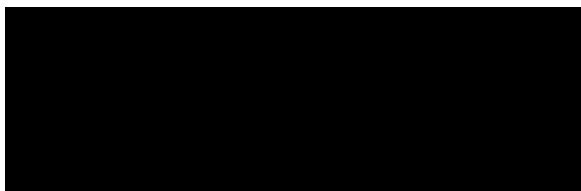
This opinion is limited to the matters stated herein and no opinion is implied or may be inferred beyond the matters expressly stated herein.

This letter is furnished by the Authority solely for your benefit in connection with the provisions of the Revolving Credit Agreement and may not be relied upon by any other person, without the Authority's express written consent.

The terms used in this opinion have the meanings ascribed to such terms in the Revolving Credit Agreement.

Justin E. Driscoll
General Counsel

JPMorgan Chase Bank, National Association



APPENDIX B to Exhibit C-1

[To be updated]

[Letterhead of Hawkins Delafield & Wood LLP, Bond Counsel to the Authority]

January 16, 2019

JPMorgan Chase Bank, N.A., as Administrative Agent, and the Banks listed on Appendix A hereto

Ladies and Gentlemen:

In connection with the execution and delivery of the 2019 Revolving Credit Agreement dated as of January 16, 2019 (the “*Revolving Credit Agreement*”), among the Power Authority of the State of New York (the “*Authority*”), JPMorgan Chase Bank, N.A., as administrative agent, and the banks named therein, we have examined an executed copy of the Revolving Credit Agreement.

We have assumed but have not independently verified that the signatures on the Revolving Credit Agreement were genuine. We have further assumed for purposes of the opinions expressed below that the Revolving Credit Agreement has been duly authorized, executed and delivered by each party thereto, other than the Authority, and that such Revolving Credit Agreement is a valid and binding obligation of, and enforceable against, each party thereto, other than the Authority.

Based on the foregoing, we are of the opinion that:

1. The Revolving Credit Agreement has been duly authorized, executed and delivered by the Authority, is in full force and effect, creates the valid pledge described in Section 10 of the Revolving Credit Agreement, is a legal, valid and binding obligation of the Authority, and is enforceable against the Authority in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the rights of creditors generally and to general principles of equity, and no other authorization for the Revolving Credit Agreement is required.

2. The promissory notes (the “*Notes*”) issued on the date hereof pursuant to the Revolving Credit Agreement have been duly authorized, executed and delivered by the Authority and issued in accordance with law, including the Act, and in accordance with the Revolving Credit Agreement. Upon the making of any Loan under the Revolving Credit Agreement, the Notes will be a legal, valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms and the terms of the Revolving Credit Agreement, subject to bankruptcy, insolvency and other laws affecting the rights of creditors generally and to general principles of equity, and the Notes will be entitled to the benefits of the Revolving Credit Agreement and of the Power Authority Act, Title 1 of Article 5 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended, and constitute Subordinated Indebtedness under the 1998 Resolution.

3. The execution and delivery by the Authority of the Revolving Credit Agreement and the issuance on the date hereof of the Notes pursuant to the Revolving Credit Agreement do not and will not violate any applicable Federal or New York law or regulation in effect on the date hereof.

4. No registration with, consent of, or approval by any government officer, agency or commission is necessary for the making and performance of the Revolving Credit Agreement and the

issuance and payment of the Notes other than the approval of the Comptroller of the State of New York, which approval has been obtained and, to our knowledge after inquiry, is in full force and effect.

No attorney-client relationship has existed between the Administrative Agent or the Banks listed on Appendix A hereto and our firm in connection with the foregoing matters, and no such relationship shall exist by virtue of this letter.

This letter is rendered solely with regard to the matters expressly opined on above and does not consider or extend to any documents, agreements, representations or other material of any kind not specifically opined on above. No other opinions are intended nor should they be inferred. This letter is issued as of the date hereof, and we assume no obligation to update, revise or supplement this letter to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law, or in interpretations thereof, that may hereafter occur, or for any other reason whatsoever.

The terms used in this opinion have the meanings ascribed to such terms in the Revolving Credit Agreement.

Very truly yours,

JPMorgan Chase Bank, National Association



ASSIGNMENT AND ASSUMPTION AGREEMENT

AGREEMENT dated as of _____, 201_ among [ASSIGNOR] (the “Assignor”), [ASSIGNEE] (the “Assignee”), POWER AUTHORITY OF THE STATE OF NEW YORK (the “Authority”) and JPMORGAN CHASE BANK, N.A., as administrative agent (the “Administrative Agent”).

WITNESSETH

WHEREAS, this Assignment and Assumption Agreement (the “Agreement”) relates to the Power Authority of the State of New York 2019 Revolving Credit Agreement dated as of January 16, 2019, among the Authority, the Assignor and the other Banks party thereto, as Banks, and the Administrative Agent (as amended from time to time, the “2019 Revolving Credit Agreement”);

WHEREAS, as provided under the 2019 Revolving Credit Agreement, the Assignor has a Commitment to make Loans to the Authority in an aggregate principal amount at any time outstanding not to exceed \$ _____;

WHEREAS, Loans made to the Authority by the Assignor under the 2019 Revolving Credit Agreement in the aggregate principal amount of \$ _____ are outstanding at the date hereof; and

WHEREAS, the Assignor proposes to assign to the Assignee all of the rights of the Assignor under the 2019 Revolving Credit Agreement in respect of a portion of its Commitment thereunder in an amount equal to \$ _____ (the “Assigned Amount”), together with a corresponding portion of its outstanding Loans, and the Assignee proposes to accept assignment of such rights and assume the corresponding obligations from the Assignor on such terms;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

SECTION 1. Definitions. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the 2019 Revolving Credit Agreement.

SECTION 2. Assignment. The Assignor hereby assigns and sells to the Assignee all of the rights of the Assignor under the 2019 Revolving Credit Agreement to the extent of the Assigned Amount, and the Assignee hereby accepts such assignment from the Assignor and assumes all of the obligations of the Assignor under the 2019 Revolving Credit Agreement to the extent of the Assigned Amount, including the purchase from the Assignor of the corresponding portion of the principal amount of the Loans made by the Assignor outstanding at the date hereof. Upon the execution and delivery hereof by the Assignor, the Assignee, the Authority and the Administrative Agent and the payment of the amounts specified in Section 3 required to be paid on the date hereof and the payment of the amounts specified in Section 15.6(c) of the 2019 Revolving Credit Agreement (i) the Assignee shall, as of the date hereof, succeed to the rights and be obligated to perform the obligations of a Bank under the 2019 Revolving Credit Agreement with a Commitment in an amount equal to the Assigned Amount, and (ii) the Commitment of the Assignor shall, as of the date hereof, be reduced by a like amount and the Assignor released from its obligations under the 2019 Revolving Credit Agreement to the extent such obligations have been assumed by the Assignee. The assignment provided for herein shall be without recourse to the Assignor.

SECTION 3. Payments. As consideration for the assignment and sale contemplated in Section 2 hereof, the Assignee shall pay to the Assignor on the date hereof in Federal funds an amount equal to \$ _____. It is understood that commitment and/or facility fees accrued to the date hereof are for the account of the Assignor and such fees accruing from and including the date hereof are for the account of the Assignee. Each of the Assignor and the Assignee hereby agrees that if it receives any amount under the 2019 Revolving Credit Agreement that is for the account of the other party hereto, it shall receive the same for the account of such other party to the extent of such other party's interest therein and shall promptly pay the same to such other party.

SECTION 4. Consent of the Authority and the Administrative Agent. This Agreement is conditioned upon the consent of the Authority and the Administrative Agent pursuant to Section 15.6 of the 2019 Revolving Credit Agreement. The execution of this Agreement by the Authority and the Administrative Agent is evidence of this consent. Pursuant to Section 15.6 of the 2019 Revolving Credit Agreement, the Authority agrees to execute and deliver a Note payable to the order of the Assignee to evidence the assignment and assumption provided for herein.

SECTION 5. Non-Reliance on Assignor. The Assignor makes no representation or warranty in connection with, and shall have no responsibility with respect to, the solvency, financial condition, or statements of the Authority, or the validity and enforceability of the obligations of the Authority in respect of the 2019 Revolving Credit Agreement or any Note. The Assignee acknowledges that it has, independently and without reliance on the Assignor, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and will continue to be responsible for making its own independent appraisal of the business, affairs and financial condition of the Authority.

SECTION 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 7. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

[ASSIGNOR]

By _____
Title:

[ASSIGNEE]

By _____
Title:

**POWER AUTHORITY OF THE STATE OF
NEW YORK**

By _____
Title:

**JPMORGAN CHASE BANK, N.A., as Administrative
Agent**

By _____
Title:

**AMENDMENT NO. 1
TO
2019 REVOLVING CREDIT AGREEMENT**

AMENDMENT NO. 1 dated as of November 8, 2019 (the "**Closing Date**") to the 2019 Revolving Credit Agreement referred to in the recitals below (this "**Amendment No. 1**") among the **POWER AUTHORITY OF THE STATE OF NEW YORK** (the "**Authority**"), the banks listed on the signature pages hereof and **JPMORGAN CHASE BANK, N.A.**, as the Administrative Agent.

RECITALS:

WHEREAS, the Authority is a party to the 2019 Revolving Credit Agreement dated as of January 16, 2019, among the Authority, the banks listed on the signature pages thereto (together with each Assignee that becomes a Bank pursuant to Section 15.6 of the 2019 Revolving Credit Agreement and their respective successors, the "**Banks**"), and JPMorgan Chase Bank, N.A., as Administrative Agent (together with its successors in such capacity, the "**Administrative Agent**");

WHEREAS, the Authority has requested the Banks to increase their respective Commitments under the 2019 Revolving Credit Agreement;

WHEREAS, the parties hereto desire to amend the 2019 Revolving Credit Agreement as set forth herein; and

WHEREAS, the 2019 Revolving Credit Agreement, as amended by this Amendment No. 1, is referred to herein as the "**Amended Credit Agreement**" and capitalized terms used herein and not otherwise defined therein have the meanings given such terms in the 2019 Revolving Credit Agreement.

NOW THEREFORE, in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. ***Increase in Revolving Commitments.***

(a) **Increase in Commitments.** On the date hereof, on the terms and subject to the conditions set forth herein, the aggregate Commitments are hereby increased from \$600,000,000 to \$700,000,000. As provided in Section 3 of the 2019 Revolving Credit Agreement and subject to the terms and conditions set forth in the 2019 Revolving Credit Agreement, each Bank listed on the signature pages to this Amendment No. 1 severally (but not jointly) agrees, at any time up to and including the Business Day next preceding the Termination Date, to make Loans to the Authority as provided in the 2019 Revolving Credit Agreement. On the date hereof, after giving effect to the increase contemplated by this Section 1 and any Borrowing made on the date hereof, the outstanding principal amount of the Loans is equal to \$0 and the aggregate amount of unfunded Commitments is equal to \$700,000,000.

(b) **Terms Generally.** The proceeds of the Loans, including Loans made from and after the Amendment Effective Date, shall be applied as set forth in Section 3.6 of the 2019 Revolving Credit Agreement. The terms of the increased Commitments, including, without limitation, the interest payable on the Loans, shall be identical to those of the existing Commitments.

2. **2019 Revolving Credit Agreement Amendments.** Effective as of November 8, 2019 (the “*Amendment Effective Date*”):

(a) Section 1 of the 2019 Revolving Credit Agreement is amended to add a definition of the term “*Amendment No. 1 to Revolving Credit Agreement*” to read as follows:

“Amendment No. 1 to Revolving Credit Agreement” means the Amendment No. 1 to 2019 Revolving Credit Agreement dated as of November 8, 2019 among the Authority, the Banks and the Administrative Agent.

(b) Section 2.3 of the 2019 Revolving Credit Agreement is amended and restated to read as follows:

“2.3 Financial Condition.

The financial statements of the Authority for the year ended December 31, 2018, with the opinion thereon of independent certified public accountants, and the unaudited financial statement of the Authority for the six months ended June 30, 2019, copies of which have been delivered to the Administrative Agent, are complete and correct in all material respects and fairly present in all material respects the financial condition of the Authority as at the dates of said financial statements and the results of its operations for the periods ending on said dates. The Authority has no contingent obligations or liabilities, liabilities for taxes or unusual forward or long-term commitments that are material in amount, except as disclosed by or reserved against in said financial statements as of June 30, 2019, which would have a Material Adverse Effect. Since June 30, 2019 and as of the date hereof, there has been no material adverse change in the financial condition or in the results of operations of the Authority from that set forth in said financial statements as of and for the period ended June 30, 2019 that would have a Material Adverse Effect.”

(c) Section 2.6 of the 2019 Revolving Credit Agreement is amended and restated to read as follows:

“2.6 Obligations for Borrowed Money.

(a) Revenue Bonds. Pursuant to the 1998 Resolution, the Authority has issued and is obligated to pay and there were outstanding on the date hereof, an aggregate of not more than \$709,700,000 in principal amount of Revenue Bonds of the Authority. The Revenue Bonds constitute Obligations.

(b) Commercial Paper Notes. Pursuant to the Commercial Paper Note Resolution, the Authority is currently authorized to issue its (i) Commercial Paper Notes in an aggregate principal amount outstanding at any time not to exceed \$1,200,000,000, with not more than \$599,100,000 of such Commercial Paper Notes outstanding on the date hereof; and (ii) commercial paper notes designated as “Series 4 Notes” in an aggregate principal amount outstanding at any time not to exceed \$220,000,000, with none of such Series 4 Notes outstanding on the date hereof. The Commercial Paper Notes and the Series 4 Notes are Subordinated Indebtedness.

(c) Extendible Municipal Commercial Paper Notes. Pursuant to the Extendible Municipal Commercial Paper Note Resolution, the Authority is currently

authorized to issue its Extendible Municipal Commercial Paper Notes in an aggregate principal amount outstanding at any time not to exceed \$200,000,000, with \$5,000,000 of such Notes outstanding on the date hereof. The Extendible Municipal Commercial Paper Notes constitute Subordinated Indebtedness.

(d) Subordinated Notes, Series 2012 (Federally Taxable). Pursuant to the 2012 Subordinated Notes Resolution, the Authority issued Subordinate Notes, Series 2012 in the principal amount of \$25,160,000 on December 15, 2012, of which \$20,395,000 in principal amount were outstanding on the date hereof. Such Subordinate Notes, Series 2012 are Subordinated Indebtedness.

(e) Subordinated Notes, Series 2017 (Federally Taxable). Pursuant to the 2017 Subordinated Notes Resolution, the Authority issued Subordinate Notes, Series 2017 in the principal amount of \$25,200,000 on February 21, 2017, of which \$23,860,000 in principal amount were outstanding on the date hereof. Such Subordinate Notes, Series 2017 are Subordinated Indebtedness.

(f) Other. No bonds, notes or other obligations for money borrowed by the Authority other than those described in this Section 2.6 are outstanding on the date hereof, except for (i) obligations for which moneys and/or obligations of the United States have been set aside or placed in trust for the payment or redemption thereof and which have thereby been fully defeased in accordance with their terms or (ii) obligations incurred to finance Separately Financed Projects as defined in the 1998 Resolution.”

(d) The first sentence of Section 3 of the 2019 Revolving Credit Agreement is amended and restated to read as follows:

“Each Bank severally (but not jointly) agrees, on the terms of this Agreement, to make Loans to the Authority under this SECTION 3 from time to time from the Effective Date to and including the Business Day next preceding the Termination Date, at such time (on a Business Day) and in amounts as the Authority shall request such that the aggregate principal amount of Loans at any one time outstanding shall not exceed the amount set forth opposite such Bank’s name on the signature pages to the Amendment No. 1 to 2019 Revolving Credit Agreement, as such amount may be reduced or increased pursuant to the terms of this Agreement (as adjusted in the following proviso, such Bank’s “Commitment”).”

(e) Section 3.1 of the 2019 Revolving Credit Agreement is amended to add the following proviso at the end of the first paragraph thereof:

“; provided that concurrently with the effectiveness of Amendment No. 1 to Revolving Credit Agreement, each Note outstanding as of such date may be amended and restated to reflect the increased commitments set forth in the Amendment No. 1 to Revolving Credit Agreement.”

(f) Section 3.7 of the 2019 Revolving Credit Agreement is amended by replacing all references to “\$600,000,000” with “\$700,000,000”.

(g) With respect to the 2019 Revolving Credit Agreement, (i) references to “the signature page hereof” in the definition of “*Lending Office*” and in Section 9.1(d) are deemed to be references to the applicable signature page of this Amendment No. 1 and (ii) references to “the signature pages hereof” in

Section 14.1 and Section 14.2 are deemed to be references to the signature pages of this Amendment No. 1.

3. **Conditions to Effectiveness of this Amendment No. 1.** This Amendment No. 1 shall be effective as of the Amendment Effective Date when and if the Administrative Agent shall have received the following, each dated the Closing Date (except as provided in subparagraph (h), below), in form and substance satisfactory to the Administrative Agent and with one copy for each Bank:

(a) Counterparts of this Amendment No. 1 duly executed by each of the Authority and the Banks;

(b) A new or amended and restated Note to the order of each Bank, duly executed by the Authority; provided that such Bank agrees to promptly cancel its existing Note following the Amendment Effective Date;

(c) Certified copies of the resolutions of the Board of the Authority evidencing any necessary corporate action with respect to the foregoing and the transactions contemplated hereby and thereby;

(d) A certificate of the Secretary or an Associate Secretary of the Authority certifying (A) the names and true signatures of the officers of the Authority authorized to sign this Amendment No. 1; and (B) that attached thereto are true and correct copies of any governmental and regulatory authorizations and approvals required for the due execution, delivery and performance by the Authority of this Amendment No. 1;

(e) A certificate of an Authorized Officer of the Authority stating that both before and after giving effect to this Amendment No. 1 (A) no event has occurred and is continuing that constitutes an Event of Default or which, with the passage of time or the giving of notice, or both, would constitute an Event of Default and (B) all representations and warranties made by the Authority in the Amended Credit Agreement are true and correct in all material respects, except for those made specifically as of another date, in which case such representations and warranties shall be true as of such other date;

(f) An opinion of the General Counsel of the Authority, substantially in the form of Annex A hereto, and an opinion of Hawkins Delafield & Wood LLP, note counsel to the Authority, substantially in the form of Annex B hereto;

(g) A certification regarding the beneficial ownership of the Authority as required by 31 C.F.R. § 1010.230, in form and substance reasonably acceptable to the Administrative Agent; and

(h) Written confirmation from each Rating Agency of its rating of the Commercial Paper Notes, which written confirmations shall be dated on or before the Amendment Effective Date.

In addition, the Authority shall have paid all of the fees then owing under the Amended Credit Agreement and the Fee Letter, including, without limitation, a fee, for the account of the respective Banks, in an amount equal to \$3,000 per Bank plus the reasonable legal fees and disbursements of outside counsel retained by such Bank, as set forth in clause (ii) of the "Other Fees" section of the Fee Letter.

4. **Representations and Warranties.** The Authority represents and warrants that (i) the representations and warranties of the Authority contained in Section 2 of the Amended Credit Agreement (with each reference therein to "this Agreement", "hereunder" and words of like import referring to the

2019 Revolving Credit Agreement being deemed to be a reference to the Amended Credit Agreement), are true and correct in all material respects (except that any representation and warranty that is qualified as to "materiality" or "material adverse effect" is true and correct in all respects) on and as of the Closing Date as though made on and as of the Closing Date (other than, as to any such representation or warranty that by its terms refers to a specific date other than the Closing Date, in which case, such representation and warranty shall be true and correct in all material respects (except that any representation and warranty that is qualified as to "materiality" or "material adverse effect" is true and correct in all respects) as of such specific date); (ii) the representations and warranties of the Authority contained in Sections 2.3 and 2.6 of Section 2 of the 2019 Revolving Credit Agreement, as amended and restated as set forth in Exhibit A hereto, are true and correct on and as of the Closing Date; and (iii) no event has occurred and is continuing or would result from the execution, delivery or performance by the Authority of this Amendment No. 1 or the performance by the Authority of the Amended Credit Agreement that constitutes an Event of Default or which, with the passage of time or the giving of notice, or both, would constitute an Event of Default.

5. ***Effect on the 2019 Revolving Credit Agreement.*** The execution, delivery and effectiveness of this Amendment No. 1 shall not, except as expressly set forth herein and therein, operate as a waiver of any right, power or remedy of any Bank or the Administrative Agent under the 2019 Revolving Credit Agreement or any Note, or constitute a waiver of any provision of the 2019 Revolving Credit Agreement or any Note. Except as expressly set forth herein, each of the 2019 Revolving Credit Agreement and the Notes (prior to the delivery of amended and restated Notes) is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. This Amendment No. 1 shall be binding on the parties hereto and their respective successors and permitted assigns under the Amended Credit Agreement. Upon and after the execution of this Amendment No. 1 by each of the parties hereto, each reference in the 2019 Revolving Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the 2019 Revolving Credit Agreement, and each reference in the Notes to "the Credit Agreement", the "2019 Revolving Credit Agreement", "thereunder", "thereof" or words of like import referring to the 2019 Revolving Credit Agreement, shall mean and be a reference to the Amended Credit Agreement.

6. ***Fees, Costs and Expenses.*** The Authority agrees to pay on demand all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent in connection with the preparation, execution, delivery and syndication administration of this Amendment No. 1 and the other documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent with respect thereto and with respect to advising the Administrative Agent as to its rights and responsibilities under this Amendment No. 1. The Authority further agrees to pay on demand all reasonable out-of-pocket costs and expenses, if any (including, without limitation, reasonable counsel fees and expenses of counsel), incurred by the Administrative Agent and the Banks in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Amendment No. 1, the Amended Credit Agreement and the other documents to be delivered hereunder if an Event of Default occurs.

7. ***Counterparts.*** This Amendment No. 1 may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

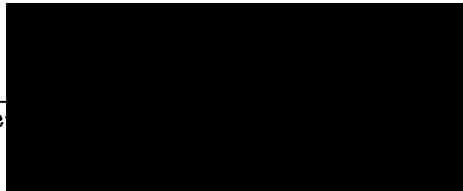
8. ***Governing Law.*** This Amendment No. 1 shall be governed by, and construed in accordance with, the laws of the State of New York.

The Authority, the Banks and the Administrative Agent have caused this Amendment No. 1 to be duly executed and delivered as of the date first above written.

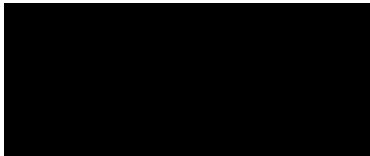
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POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____
Name
Title:



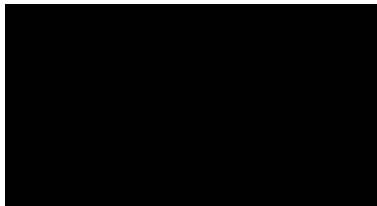
Address:



Telephone:
Facsimile:
Attention:

With a copy to:

Address:



Attention:
Telephone:
Facsimile:

Commitment Amount: [REDACTED]

JPMORGAN CHASE BANK, N.A., as Administrative Agent and as a Bank

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

Address: [REDACTED]
Telephone: [REDACTED]
Facsimile: [REDACTED]
Attention: [REDACTED]
Email: [REDACTED]

With a copy to:

Address: [REDACTED]
Attention: [REDACTED]
Telephone: [REDACTED]
Facsimile: [REDACTED]
Email: [REDACTED]

Commitment Amount:

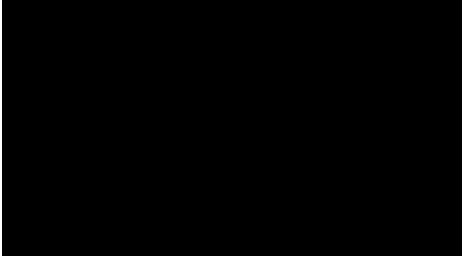


WELLS FARGO BANK, N.A., as a Bank

By: _____
Name
Title



Address:



Telephone:
Facsimile:
Attention:
Email:

Commitment Amount: [REDACTED]

TD BANK, N.A., as a Bank

By: _____
Name:
Title:

[REDACTED]

Address:

Telephone:
Facsimile:
Attention:
Email:

[REDACTED]

Commitment Amount: [REDACTED]

STATE STREET BANK AND TRUST COMPANY,
as a Bank

By: _____
Name
Title

[REDACTED]

Address:

[REDACTED]

Telephone:
Facsimile:
Attention:

Email:

With a copy to:

[REDACTED]

Form of Opinion of General Counsel to the Authority

[On NYPA Letterhead]

November __, 2019

JPMorgan Chase Bank, National
Association, as Administrative Agent, and
the Banks listed on Appendix A hereto

Ladies and Gentlemen:

As General Counsel of the Power Authority of the State of New York (herein called the "Authority") and in accordance with Section (3)(f) of Amendment No. 1 to 2019 Revolving Credit Agreement dated as of November 8, 2019 ("Amendment No. 1") among the Authority, JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent"), and the banks enumerated therein, which amends the 2019 Revolving Credit Agreement dated as of January 16, 2019 (the "2019 Revolving Credit Agreement"), among the Authority, the banks listed on the signature pages thereto, and the Administrative Agent (as so amended, the "Amended Credit Agreement"), I hereby advise that in my opinion:

1. The Authority is a body corporate and politic, a political subdivision and a corporate municipal instrumentality of the State of New York, created by and validly existing under the Power Authority Act, Title I of Article 5 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended (the "Act"). The Authority has the power to execute and deliver the Amended Credit Agreement and the notes pursuant to the Amended Credit Agreement (the "Notes") and to incur and perform its obligations under the Amended Credit Agreement and under the Notes.

2. The execution and delivery of the Amended Credit Agreement and the issuance of the Notes did not and will not violate any provision of any agreement entered into pursuant to the Existing Resolutions (as defined in the Amended Credit Agreement) or, to my knowledge after inquiry, under any other agreement or instrument to which the Authority or its property is bound, or result in the creation or imposition of any "security interest" (as defined in the Amended Credit Agreement) on any asset of the Authority except for the pledge contemplated by the Amended Credit Agreement.

3. The Notes do not constitute an obligation, debt or liability of the State of New York, and the Authority has no power of taxation or power to pledge the credit of the State of New York.

4. There are no suits or proceedings pending, or to the knowledge of the Authority threatened, against or affecting the Authority, (a) questioning the creation, organization or existence of the Authority or the validity of the Amended Credit Agreement, the Existing Resolutions or the Notes or any of the bonds or notes referred to in the Amended Credit Agreement or the Existing Resolutions or (b) that have a reasonable likelihood of being adversely determined and, if adversely determined, would otherwise have a Material Adverse Effect (as defined in the Amended Credit Agreement) or material adverse effect upon the rights available to the Banks under the Amended Credit Agreement, except as may be described in Appendix B hereto.

5. The Authority (or the State of New York for the benefit of the Authority) has good and legal title to each of the fixed properties and assets of the Authority. As of the date first above written, there are no liens or encumbrances on any properties of the Authority the foreclosure of which would

have a Material Adverse Effect, except as described in the Amended Credit Agreement. As of the date first above written, there are no liens or encumbrances on the revenues of the Authority other than the pledge effected by and pursuant to the Amended Credit Agreement and the pledges effected by and pursuant to the Existing Resolutions.

I am admitted to the bar of the State of New York. I express no opinion as to the laws of any jurisdiction other than the laws of the State of New York, and my opinion is limited to and applies only insofar as such laws may be concerned.

This opinion is limited to the matters stated herein and no opinion is implied or may be inferred beyond the matters expressly stated herein.

This letter is furnished by the Authority solely for your benefit in connection with the provisions of the Amended Credit Agreement and may not be relied upon by any other person, without the Authority's express written consent.

The terms used in this opinion have the meanings ascribed to such terms in the Amended Credit Agreement.

Justin E. Driscoll
General Counsel

APPENDIX A

JPMorgan Chase Bank, National Association
T.D. Bank, N.A.
State Street Bank and Trust Company
Wells Fargo Bank, National Association

(a) St. Regis Litigation

In 1982 and again in 1989, several groups of Mohawk Indians, including a Canadian Mohawk tribe, filed lawsuits (the St. Regis litigation) against the State, the Governor of the State, St. Lawrence and Franklin counties, the St. Lawrence Seaway Development Corporation, the Authority and others, claiming ownership to certain lands in St. Lawrence and Franklin counties and to Barnhart, Long Sault and Croil islands. These islands are within the boundary of the Authority's St. Lawrence-FDR Project and Barnhart Island is the location of significant Project facilities. Settlement discussions were held periodically between 1992 and 1998. In 1998, the Federal government intervened on behalf of all Mohawk plaintiffs.

The parties agreed to a land claim settlement, dated February 1, 2005, which if implemented would have included, among other things, the payment by the Authority of \$2 million a year for 35 years to the tribal plaintiffs and the provision of up to 9 MW of low cost Authority power for use on the reservation. The legislation required to effectuate the settlement was never enacted and the litigation continued.

In 2013, all claims against the Authority were dismissed and the lawsuit against the Authority was concluded. On May 28, 2014, the State of New York, the St. Regis Mohawk Tribe, St. Lawrence County and the Authority executed a Memorandum of Understanding ("St. Regis MOU") that outlined a framework for the possible settlement of all the St. Regis land claims. In the St. Regis MOU, the Authority endorses a negotiated settlement that, among other terms and conditions, would require the Authority to pay the Tribe \$2 million a year for 35 years and provide up to 9 MW of its hydropower at preference power rates to serve the needs of the Tribe's Reservation. The St. Regis MOU would require an Act of Congress to forever extinguish all Mohawk land claims prior to such a settlement becoming effective.

Any settlement agreement, including the terms endorsed in the St. Regis MOU, would in the first instance need to be negotiated and agreed upon by all parties to the St. Regis litigation including parties that did not execute the St. Regis MOU, such as the two other Mohawk groups, the federal government and Franklin County. In addition, before any settlement becomes effective and the Authority is obligated to make any payments contemplated by the St. Regis MOU, federal and state legislation must be enacted which approves the settlement and extinguishes all Mohawk land claims.

(b) *Auer v. NYPA*

The surviving plaintiff of a case known as *Auer I*, which resulted in a 1984 order issued by Judge Tenney of the New York State Supreme Court, Oswego County, brought an enforcement action seeking to enforce the 1984 order. The 1984 order related to the manner in which the Authority computes its rates for its preference power customers. By statute, those rates must be as low as possible, which essentially means the Authority must sell the power at its cost. The plaintiff contends that the Authority's rate-making methodology does not adhere to the statutory scheme nor spirit of the *Auer I* order and subsequent settlement. The plaintiff is seeking monetary damages of an unspecified amount. The plaintiff has also made a motion to add certain other residential customers of certain New York municipal electric systems to the action as additional plaintiffs.

The Authority successfully made a motion to transfer the venue from New York State Supreme Court in Oswego County to the same court in Albany County. The Authority has a motion pending in Albany County to dismiss the action on multiple grounds. Plaintiff then appealed the Oswego Judge's decision to transfer venue to the Appellate Division, Fourth Department. The Authority's motion to dismiss in Albany County was stayed pending the outcome of the appeal. On October 4, 2019, the Appellate Division, Fourth Department issued a decision that dismissed plaintiff's appeal of the change of venue motion and declared that the plaintiff has improperly brought this action which should have been

commenced as a plenary action. The Authority intends to move forward with its motion to dismiss in Albany County.

(c) Long Island Sound Cable Project (Y-49)

In January 2014, one of the Sound Cable Project underwater cables was severely impacted by an anchor and /or anchor chain dropped by one or more vessels, causing the entire electrical circuit to fail and the circuit to trip. As a result of the impact to the cable, dielectric fluid was released into Long Island Sound. The Authority incurred approximately \$37 million in costs arising from this incident. At June 30, 2019 and December 31, 2017, the consolidated statements of net position include approximately \$18 million in other long-term assets, reflecting the cost of damages net of insurance recoveries. The Authority believes that it will be able to recover the full amount of its damages through legal proceedings, insurance coverage and contractual obligations.

(d) Helicopter Incident Near the Authority's Transmission Line in Beekmantown, New York

The Authority contracted with Northline Utilities, LLC ("Northline") to install fiber optic ground wire along the Authority's transmission system. Thereafter, Northline entered into a contract with Catalyst Aviation, LLC ("Catalyst") for helicopter services. On October 30, 2018, a Catalyst helicopter was destroyed when it collided with a wooden utility pole and power lines near Beekmantown, New York. Two members of the helicopter crew were injured, and two members of that crew died as a result of their injuries. The Authority has received notices of claim arising out of this incident. The Authority has pursued insurance coverage under Northline's insurance policies that name the Authority as an additional insured. The Authority tendered its defense of these Notices of Claim to Northline's insurer and the insurer has accepted the Authority's tender. The Authority believes that there exists sufficient insurance coverage to cover these claims. In any event, to the extent that the insurance coverage limitations are insufficient, Northline is responsible under the defense and indemnification provisions of its contract with the Authority.

(e) Miscellaneous

In addition to the matters described above, other actions or claims against the Authority are pending for the taking of property in connection with its projects, for negligence, for personal injury (including asbestos-related injuries), in contract, and for environmental, employment and other matters. All of such other actions or claims will, in the opinion of the Authority, be disposed of within the amounts of the Authority's insurance coverage, where applicable, or the amount which the Authority has available therefore and without any material adverse effect on the business of the Authority.

Form of Opinion of Hawkins Delafield & Wood LLP

November __, 2019

JPMorgan Chase Bank, National
Association, as Administrative Agent, and
the Banks listed on Appendix A hereto

Ladies and Gentlemen:

In connection with the execution and delivery of the Amendment No. 1 to 2019 Revolving Credit Agreement dated as of November 8, 2019 among the Power Authority of the State of New York (the "Authority"), JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent"), and the banks enumerated therein (herein called "*Amendment No. 1*"), which amends the 2019 Revolving Credit Agreement dated as of January 16, 2019, among the Authority, the banks listed on the signature pages thereto, and the Administrative Agent (the "*2019 Revolving Credit Agreement*" and, as amended by Amendment No. 1, the "*Amended Credit Agreement*"), we have examined executed copies of the Amendment and the 2019 Revolving Credit Agreement.

We have assumed but have not independently verified that the signatures on Amendment No. 1 and the 2019 Revolving Credit Agreement were genuine. We have further assumed for purposes of the opinions expressed below that Amendment No. 1 and the 2019 Revolving Credit Agreement have been duly authorized, executed and delivered by each party thereto, other than the Authority, and that Amendment No. 1 and the 2019 Revolving Credit Agreement are valid and binding obligations of, and enforceable against, each party thereto, other than the Authority.

Based on the foregoing, we are of the opinion that:

1. The Amended Credit Agreement has been duly authorized, executed and delivered by the Authority, is in full force and effect, creates the valid pledge described in Section 10 of such Amended Credit Agreement, is a legal, valid and binding obligation of the Authority, and is enforceable against the Authority in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the rights of creditors generally and to general principles of equity, and no other authorization for the Amended Credit Agreement is required.

2. The promissory notes (the "*Notes*") issued pursuant to the Amended Credit Agreement have been duly authorized, executed and delivered by the Authority and issued in accordance with law, including the Act, and in accordance with the Amended Credit Agreement. Upon the making of any Loan under the Amended Credit Agreement, the Notes will be a legal, valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms and the terms of the Amended Credit Agreement, subject to bankruptcy, insolvency and other laws affecting the rights of creditors generally and to general principles of equity, and the Notes will be entitled to the benefits of the Amended Credit Agreement and of the Power Authority Act, Title 1 of Article 5 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended, and constitute Subordinated Indebtedness under the 1998 Resolution.

3. The execution and delivery by the Authority of the Amended Credit Agreement and the issuance of the Notes pursuant to the Amended Credit Agreement do not and will not violate any applicable federal or New York law or regulation in effect on the date hereof.

4. No registration with, consent of, or approval by any government officer, agency or commission is necessary for the making and performance of the Amended Credit Agreement and the issuance and payment of the Notes other than the approval of the Comptroller of the State of New York, which approval has been obtained and, to our knowledge after inquiry, is in full force and effect.

No attorney-client relationship has existed between the Administrative Agent or the Banks listed on Appendix A hereto and our firm in connection with the foregoing matters, and no such relationship shall exist by virtue of this letter.

This letter is rendered solely with regard to the matters expressly opined on above and does not consider or extend to any documents, agreements, representations or other material of any kind not specifically opined on above. No other opinions are intended nor should they be inferred. This letter is issued as of the date hereof and is rendered under existing law, and we assume no obligation to update, revise or supplement this letter to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law, or in interpretations thereof, that may hereafter occur, or for any other reason whatsoever.

The terms used in this opinion have the meanings ascribed to such terms in the Amended Credit Agreement.

Very truly yours,

APPENDIX A

JPMorgan Chase Bank, National Association

TD Bank, N.A.

State Street Bank and Trust Company

Wells Fargo Bank, National Association

**AMENDMENT NO. 2
TO
2019 REVOLVING CREDIT AGREEMENT**

AMENDMENT NO. 2 dated as of April 17, 2020 (the "**Closing Date**") to the 2019 Revolving Credit Agreement referred to in the recitals below (this "**Amendment No. 1**") among the **POWER AUTHORITY OF THE STATE OF NEW YORK** (the "**Authority**"), the banks listed on the signature pages hereof and **JPMORGAN CHASE BANK, N.A.**, as the Administrative Agent.

RECITALS:

WHEREAS, the Authority is a party to the 2019 Revolving Credit Agreement dated as of January 16, 2019, among the Authority, the banks listed on the signature pages thereto (together with each Assignee that becomes a Bank pursuant to Section 15.6 of the 2019 Revolving Credit Agreement and their respective successors, the "**Banks**"), and JPMorgan Chase Bank, N.A., as Administrative Agent (together with its successors in such capacity, the "**Administrative Agent**");

WHEREAS, the parties hereto desire to amend the 2019 Revolving Credit Agreement as set forth herein; and

WHEREAS, the 2019 Revolving Credit Agreement, as amended by that certain Amendment No. 1. to 2019 Revolving Credit Agreement, dated November 8, 2019 and as amended by this Amendment No. 2, is referred to herein as the "**Amended Credit Agreement**" and capitalized terms used herein and not otherwise defined therein have the meanings given such terms in the 2019 Revolving Credit Agreement.

NOW THEREFORE, in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **2019 Revolving Credit Agreement Amendments.** Effective as of April 17, 2020 (the "**Amendment Effective Date**");

(a) The last paragraph of Section 12 of the 2019 Revolving Credit Agreement is amended and restated to read as follows:

"**THEREUPON**, in any such case and subject to the remainder of this Section, the Administrative Agent shall at the request, or with the consent, of the Banks holding at least 66 2/3% in principal amount of the Loans then outstanding or, if no Loans are then outstanding, Banks having at least 66 2/3% of the Commitments, do any or all of the following: (i) in the case of any Event of Default, direct the Authority to cease issuing Commercial Paper Notes, whereupon the Authority shall immediately cease to issue any Commercial Paper Notes until such time (if any) as the Administrative Agent shall rescind such directions, and, after receiving such cessation direction, the Authority shall immediately provide telephonic notice effectuating such cessation, (ii) in the case of a Non-Terminating Event of Default, declare the obligation of each Bank to make Loans to be terminated 30 days after written notice to the Authority from the Administrative Agent of such Non-Terminating Event of Default provided that the obligations of each Bank to make Loans for the purpose of paying Commercial Paper Notes outstanding on the date of such written notice shall remain in effect to the extent and so long as necessary for the

payment of such Commercial Paper Notes at their maturity dates, (iii) in the case of a Terminating Event of Default, by notice to the Authority, declare the obligation of each Bank to make Loans to be terminated, whereupon the same shall forthwith terminate, (iv) in the case of any Terminating Event of Default, upon notice to the Authority, declare the Notes, all interest thereon and all other amounts payable under this Agreement to be forthwith due and payable, whereupon the Notes, all such interest thereon and all other amounts payable under this Agreement shall forthwith become immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Authority, and/or (v) in the case of any Non-Terminating Event of Default, 30 days after written notice to the Authority, declare the Notes, all interest thereon and all other amounts payable under this Agreement to be forthwith due and payable, whereupon the Notes, all such interest thereon and all other amounts payable under this Agreement shall forthwith become immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Authority; provided, however, that in the case of any Event of Default specified in Section 12.4 hereof (A) the obligation of each Bank to make Loans shall automatically be terminated and (B) the Notes, all such interest and all such amounts shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Authority. For purposes of clause (iii) of this paragraph, no Terminating Event of Default shall be deemed to have occurred solely as a result of the Authority's failure to pay, prior to the regularly scheduled date for payment thereof, any portion of the principal of or interest on any Note that has been accelerated pursuant to clause (iv) above solely as a result of the occurrence of a Non Terminating Event of Default, but the foregoing shall not otherwise limit, affect or impair the validity of such acceleration. The Administrative Agent shall provide The Bank of New York Mellon, as Issuing and Paying Agent under an Issuing and Paying Agency Agreement entered into by the Authority pursuant to the Commercial Paper Note Resolution, with written notice of the occurrence of an Event of Default and written notice rescinding such notice in the event that an Event of Default is determined by the Banks to be no longer in existence hereunder, and such notice shall be provided by the Administrative Agent to any other entity required to receive such notice pursuant to such Resolution."

(b) Section 3.4 of the 2019 Revolving Credit Agreement is hereby amended and restated to read as follows:

"If, due to a Change in Law, a Bank reasonably determines that it is required to increase the amount of capital maintained by such Bank (or its Parent) based upon the existence of its Commitment to lend under this Agreement or based upon the Loans, such Bank shall promptly notify the Authority of an adjustment of its commitment fees payable hereunder or other payments required to be made hereunder that will, in the reasonable determination of such Bank, adequately compensate such Bank (or its Parent) in light of such required increase in capital. In determining the amount of such adjustment, such Bank may use any reasonable allocation, averaging and attribution methods and may make reasonable assumptions regarding such matters as cost of capital, and any such determination made by such Bank shall, in the absence of manifest error, be conclusive and binding. The adjustment of the commitment fees or other payments pursuant to this Section 3.4 shall be applicable from the effective date of the change causing such adjustment or other payments. Such Bank shall notify the Authority of any such change promptly and in any event not more than 180 days after the occurrence thereof and, as soon as practicable thereafter, of the amount of the adjustment to the

commitment fees or other payments resulting therefrom, which shall be set forth in a certificate delivered by such Bank to the Authority; provided, however, that notwithstanding any other provisions of this Section, the Authority shall have no liability for any such compensation to the extent incurred more than 180 days prior to the date such certificate is delivered to the Authority with respect thereto (any such date with respect to a certificate delivered under this Section or Section 3.5, a "Cut-Off Date"), except where such compensation applies retroactively to a date prior to the Cut-Off Date, in which case the 180-day period shall be extended to include the period of retroactive effect. The Authority shall pay to such Bank the amount shown as due on such certificate within 10 days after the end of the applicable Increased Capital Notice Period (defined below). It is expressly understood that each reference in this Section 3.4 to the Banks shall include the holder of a participation issued by each Bank in the Commitment and any such Participant shall be subject to the provisions of this Section 3.4; provided that the amount of any payment required under this Section 3.4 shall be determined as if such Bank had not sold such participation. The Authority shall not be required to pay such adjusted commitment fees or other payments if, within the thirty (30) day period (such period, an "Increased Capital Notice Period") beginning on the date the Authority receives written notice from the Bank of the Change in Law giving rise to such adjusted commitment fees or other payments, the Authority shall prepay the Loans and Notes in full and terminate such Bank's Commitment."

(c) Section 3.5 of the 2019 Revolving Credit Agreement is hereby amended and restated to read as follows:

"If, due to a Change in Law, provided that the Bank making a claim under this Section 3.5 based on such requirement, in its reasonable discretion, determines that it is required to comply with such requirement, there shall be any increase in the cost to any Bank of committing to make Loans pursuant to Section 4.1 hereof, then the Authority shall from time to time pay to such Bank such additional amounts sufficient to compensate such Bank for such increased cost. A certificate as to the amount of such increased cost, submitted to the Authority by such Bank, shall be conclusive and binding for all purposes, absent manifest error. Notwithstanding any other provisions of this Section, the Authority shall have no liability for any such increased costs to the extent incurred prior to the Cut-Off Date, except where such increased costs apply retroactively to a date prior to the Cut-Off Date, in which case the 180-day period shall be extended to include the period of retroactive effect. The Authority shall pay to such Bank the amount shown as due on such certificate within 10 days after the end of the applicable Increased Costs Notice Period (defined below). It is expressly understood that each reference in this Section 3.5 to the Banks shall include the holder of a participation issued by each Bank in the Commitment and any such Participant shall be subject to the provisions of this Section 3.5; provided that the amount of any payment required under this Section 3.5 shall be determined as if such Bank had not sold such participation. The Authority shall not be required to pay such increased costs if, within the thirty (30) day period (such period, an "Increased Costs Notice Period") beginning on the date the Authority receives written notice from the Bank of the Change in Law giving rise to such increased costs, the Authority shall prepay the Loans and Notes in full and terminate such Bank's Commitment."

(d) Exhibit B of the 2019 Revolving Credit Agreement is replaced in its entirety with Exhibit B attached hereto.

2. **Conditions to Effectiveness of this Amendment No. 2.** This Amendment No. 2 shall be effective as of the Amendment Effective Date when and if the Administrative Agent shall have received counterparts of this Amendment No. 2 duly executed by each of the Authority and the Banks, dated the Closing Date, in form and substance satisfactory to the Administrative Agent and with one copy for each Bank.

3. **Representations and Warranties.** The Authority represents and warrants that (i) the representations and warranties of the Authority contained in Section 2 of the Amended Credit Agreement (with each reference therein to “this Agreement”, “hereunder” and words of like import referring to the 2019 Revolving Credit Agreement being deemed to be a reference to the Amended Credit Agreement), are true and correct in all material respects (except that any representation and warranty that is qualified as to “materiality” or “material adverse effect” is true and correct in all respects) on and as of the Closing Date as though made on and as of the Closing Date (other than, as to any such representation or warranty that by its terms refers to a specific date other than the Closing Date, in which case, such representation and warranty shall be true and correct in all material respects (except that any representation and warranty that is qualified as to “materiality” or “material adverse effect” is true and correct in all respects) as of such specific date); and (ii) no event has occurred and is continuing or would result from the execution, delivery or performance by the Authority of this Amendment No. 2 or the performance by the Authority of the Amended Credit Agreement that constitutes an Event of Default or which, with the passage of time or the giving of notice, or both, would constitute an Event of Default.

4. **Effect on the 2019 Revolving Credit Agreement.** The execution, delivery and effectiveness of this Amendment No. 2 shall not, except as expressly set forth herein and therein, operate as a waiver of any right, power or remedy of any Bank or the Administrative Agent under the 2019 Revolving Credit Agreement or any Note, or constitute a waiver of any provision of the 2019 Revolving Credit Agreement or any Note. Except as expressly set forth herein, each of the 2019 Revolving Credit Agreement and the Notes (prior to the delivery of amended and restated Notes) is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. This Amendment No. 2 shall be binding on the parties hereto and their respective successors and permitted assigns under the Amended Credit Agreement. Upon and after the execution of this Amendment No. 2 by each of the parties hereto, each reference in the 2019 Revolving Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the 2019 Revolving Credit Agreement, and each reference in the Notes to “the Credit Agreement”, the “2019 Revolving Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the 2019 Revolving Credit Agreement, shall mean and be a reference to the Amended Credit Agreement.

5. **Fees, Costs and Expenses.** The Authority agrees to pay on demand all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent in connection with the preparation, execution, delivery and syndication administration of this Amendment No. 2 and the other documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent with respect thereto and with respect to advising the Administrative Agent as to its rights and responsibilities under this Amendment No. 2. The Authority further agrees to pay on demand all reasonable out-of-pocket costs and expenses, if any (including, without limitation, reasonable counsel fees and expenses of counsel), incurred by the Administrative Agent and the Banks in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Amendment No. 2, the Amended Credit Agreement and the other documents to be delivered hereunder if an Event of Default occurs. The Banks hereby agree to waive the \$3,000 per Bank fee set forth in clause (ii) of the “Other Fees” section of the Fee Letter solely in connection with this Amendment No. 2.

6. **Counterparts; Electronic Signatures.** This Amendment No. 2 may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so

executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Execution and delivery of an executed counterpart of this Amendment No. 2 by facsimile transmission, electronic mail in pdf form or other electronic signature shall be as effective as execution and delivery of a manually executed counterpart hereof.

7. **Governing Law.** This Amendment No. 2 shall be governed by, and construed in accordance with, the laws of the State of New York.

The Authority, the Banks and the Administrative Agent have caused this Amendment No. 2 to be duly executed and delivered as of the date first above written.

[Remainder of page intentionally left blank.]

POWER AUTHORITY OF THE STATE OF NEW YORK



By: _____

Name:

Title:



Address:

Telephone:

Facsimile:

Attention:



With a copy to:

Address:

Attention:

Telephone:

Facsimile:



**JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Administrative Agent and as a
Bank**

By: _____
Name: _____
Title: _____

Address: _____

Telephone: _____
Facsimile: _____
Attention: _____

Email: _____

With a copy to:

Address: _____

Attention: _____
Telephone: _____
Facsimile: _____
Email: _____

WELLS FARGO BANK, N.A., as a Bank

By: _____

Name:

Title:

Address:

Telephone:

Facsimile:

Attention:

Email:

TD BANK, N.A., as a Bank

By: _____
Name
Title:



Address:

Telephone:
Facsimile:
Attention:
Email:



STATE STREET BANK AND TRUST COMPANY,
as a Bank

By: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Attention: _____

Email: _____

With a copy to: _____

[Letterhead of Power Authority of the State of New York]

[Date]

JPMorgan Chase Bank, N.A., as Administrative Agent



Re: Notice of Borrowing

Ladies and Gentlemen:

The Power Authority of the State of New York (the “*Authority*”), pursuant to the 2019 Revolving Credit Agreement dated as of January 16, 2019 (as amended from time to time, the “*2019 Revolving Credit Agreement*”) among the Authority, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (the “*Administrative Agent*”), hereby confirms the Authority’s telephonic notice given to you on [Date] of a borrowing under said 2019 Revolving Credit Agreement in the principal amount of \$_____ to be made on [Date]. The Administrative Agent shall make the proceeds of the Loan available to the Authority [specify manner].

THE AUTHORITY HEREBY CERTIFIES that all terms and conditions to the subject Borrowing have been complied with, including all representation and warranties required to be made or deemed made pursuant to the terms of the 2019 Revolving Credit Agreement[.]; provided, however, that the Authority is unable to reaffirm the “Specified Representations” as defined in the 2019 Revolving Credit Agreement.]¹

POWER AUTHORITY OF THE STATE OF NEW YORK

By _____
Authorized Officer

¹ In the event the Authority is unable to reaffirm any of the Specified Representations (as defined in the 2019 Revolving Credit Agreement), then add in the bracketed proviso.

**AMENDMENT NO. 3
TO
2019 REVOLVING CREDIT AGREEMENT**

AMENDMENT NO. 3 dated as of April 15, 2021 (the “*Closing Date*”) to the 2019 Revolving Credit Agreement referred to in the recitals below (this “*Amendment No. 3*”) among the **POWER AUTHORITY OF THE STATE OF NEW YORK** (the “*Authority*”), the banks listed on the signature pages hereof and **JPMORGAN CHASE BANK, N.A.**, as the Administrative Agent.

RECITALS:

WHEREAS, the Authority is a party to the 2019 Revolving Credit Agreement dated as of January 16, 2019 (the “*2019 Revolving Credit Agreement*”), among the Authority, the banks listed on the signature pages thereto (together with each Assignee that becomes a Bank pursuant to Section 15.6 of the 2019 Revolving Credit Agreement and their respective successors, the “*Banks*”), and JPMorgan Chase Bank, N.A., as Administrative Agent (together with its successors in such capacity, the “*Administrative Agent*”);

WHEREAS, the parties hereto desire to amend the 2019 Revolving Credit Agreement as set forth herein; and

WHEREAS, the 2019 Revolving Credit Agreement, as amended by that certain Amendment No. 1 to 2019 Revolving Credit Agreement, dated November 8, 2019, Amendment No. 2 to 2019 Revolving Credit Agreement, dated April 17, 2020 and as amended by this Amendment No. 3, is referred to herein as the “*Amended Credit Agreement*” and capitalized terms used herein and not otherwise defined therein have the meanings given such terms in the 2019 Revolving Credit Agreement.

NOW THEREFORE, in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. ***2019 Revolving Credit Agreement Amendments***. Effective as of April 21, 2021 (the “*Amendment Effective Date*”):

(a) Section 1 of the 2019 Revolving Credit Agreement is amended to amend and restate the terms “Commercial Paper Notes” and “Commercial Paper Note Resolution” to read as follows:

“Commercial Paper Notes” means a designated portion of those notes issued pursuant to the Commercial Paper Note Resolution, such portion initially being those notes designated as “Series 1 Notes”, “Series 2 Notes” and “Series 3A Notes,” subject to changes in series and subseries designations as provided in this definition. The Authority may change the series and subseries designation of notes issued pursuant to the Commercial Paper Note Resolution constituting Commercial Paper Notes for purposes of the Agreement from time to time, by delivering to the Administrative Agent and the Banks (A) a certificate signed by an authorized officer of the Authority and acknowledged and agreed to in writing by the Administrative Agent and each Bank and (B) written confirmation from each Rating Agency then rating the newly designated series of Commercial Paper Notes that the newly designated series of Commercial Paper Notes have been rated at least “P-1” (or its equivalent) by Moody’s, “A-1” (or its equivalent) by S&P and/or “F1” (or its equivalent) by Fitch, as applicable; *provided, however*, that the maximum aggregate

outstanding principal amount of notes constituting Commercial Paper Notes for purposes of the Agreement at any time shall not exceed \$700,000,000.

“Commercial Paper Note Resolution” means the resolution adopted by the Authority on June 28, 1994, entitled “Resolution Authorizing Commercial Paper Notes”, as amended and restated by the resolution adopted by the Authority on November 25, 1997, as amended and restated in its entirety by the resolution adopted by the Authority on March 30, 2021, and as subsequently amended and supplemented.

(b) Section 2.6(b) of the 2019 Revolving Credit Agreement is hereby amended and restated to read as follows:

“(b) Commercial Paper Notes. Pursuant to the Commercial Paper Note Resolution, the Authority is currently authorized to issue its Commercial Paper Notes in an aggregate principal amount outstanding at any time not to exceed \$700,000,000. On March 31, 2021, not more than \$465,051,228 of such Commercial Paper Notes were outstanding, consisting of (i) commercial paper notes designated as “Series 1 Notes”, with \$137,138,000 of such Series 1 Notes outstanding on March 31, 2021; (ii) commercial paper notes designated as “Series 2 Notes”, with \$252,906,000 of such Series 2 Notes outstanding on March 31, 2021; and (iii) commercial paper notes designated as “Series 3 Notes”, with \$75,007,228 of such Series 3 Notes outstanding on March 31, 2021. The Commercial Paper Notes are Subordinated Indebtedness. The Obligations of the Authority to make payments of the Commercial Paper Notes under this Agreement shall constitute a Subordinated Contract Obligation within the meaning of the 1998 Resolution and shall be deemed to be part of the series of Commercial Paper Notes to which this Agreement relates.”

2. ***Consent to Amendment of Commercial Paper Note Resolution.*** Pursuant to Section 8.5 of the 2019 Revolving Credit Agreement, each Bank hereby acknowledges and consents to the amendment and restatement of the resolution adopted by the Authority on June 28, 1994, entitled “Resolution Authorizing Commercial Paper Notes”, as amended and restated by the resolution adopted by the Authority on November 25, 1997, by the Second Amended and Restated Resolution Authorizing Commercial Paper Notes, adopted by the Authority on March 30, 2021, and the amendments and modifications to the Commercial Paper Note Resolution set forth therein. This consent is limited to the amendment and restatement set forth above. The consent set forth herein does not constitute, nor should it be construed as, a continuing or prospective waiver of any other rights or obligations of any Person under the 2019 Revolving Credit Agreement or the Notes or a continuing or prospective consent to or waiver of any other right, power or privilege of the Bank under the 2019 Revolving Credit Agreement or the Notes.

3. ***Conditions to Effectiveness of this Amendment No. 3.*** This Amendment No. 3 shall be effective as of the Amendment Effective Date when and if the Administrative Agent shall have received counterparts of this Amendment No. 3 duly executed by each of the Authority and the Banks, dated the Closing Date, in form and substance satisfactory to the Administrative Agent and with one copy for each Bank. In addition, the Authority shall have paid all of the fees then owing under the Amended Credit Agreement and the Fee Letter, including, without limitation, a fee, for the account of the respective Banks, in an amount equal to \$3,000 per Bank plus the reasonable legal fees and disbursements of outside counsel retained by such Bank, as set forth in clause (ii) of the “Other Fees” section of the Fee Letter.

4. ***Representations and Warranties.*** The Authority represents and warrants that (i) the representations and warranties of the Authority contained in Section 2 of the Amended Credit Agreement (with each reference therein to “this Agreement”, “hereunder” and words of like import referring to the 2019 Revolving Credit Agreement being deemed to be a reference to the Amended Credit Agreement), are

true and correct in all material respects (except that any representation and warranty that is qualified as to “materiality” or “material adverse effect” is true and correct in all respects) on and as of the Closing Date as though made on and as of the Closing Date (other than, as to any such representation or warranty that by its terms refers to a specific date other than the Closing Date, in which case, such representation and warranty shall be true and correct in all material respects (except that any representation and warranty that is qualified as to “materiality” or “material adverse effect” is true and correct in all respects) as of such specific date); and (ii) no event has occurred and is continuing or would result from the execution, delivery or performance by the Authority of this Amendment No. 3 or the performance by the Authority of the Amended Credit Agreement that constitutes an Event of Default or which, with the passage of time or the giving of notice, or both, would constitute an Event of Default.

5. ***Effect on the 2019 Revolving Credit Agreement.*** The execution, delivery and effectiveness of this Amendment No. 3 shall not, except as expressly set forth herein and therein, operate as a waiver of any right, power or remedy of any Bank or the Administrative Agent under the 2019 Revolving Credit Agreement or any Note, or constitute a waiver of any provision of the 2019 Revolving Credit Agreement or any Note. Except as expressly set forth herein, each of the 2019 Revolving Credit Agreement and the Notes (prior to the delivery of amended and restated Notes) is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. This Amendment No. 3 shall be binding on the parties hereto and their respective successors and permitted assigns under the Amended Credit Agreement. Upon and after the execution of this Amendment No. 3 by each of the parties hereto, each reference in the 2019 Revolving Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the 2019 Revolving Credit Agreement, and each reference in the Notes to “the Credit Agreement”, the “2019 Revolving Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the 2019 Revolving Credit Agreement, shall mean and be a reference to the Amended Credit Agreement.

6. ***Fees, Costs and Expenses.*** The Authority agrees to pay on demand all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent in connection with the preparation, execution, delivery and syndication administration of this Amendment No. 3 and the other documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent with respect thereto and with respect to advising the Administrative Agent as to its rights and responsibilities under this Amendment No. 3. The Authority further agrees to pay on demand all reasonable out-of-pocket costs and expenses, if any (including, without limitation, reasonable counsel fees and expenses of counsel), incurred by the Administrative Agent and the Banks in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Amendment No. 3, the Amended Credit Agreement and the other documents to be delivered hereunder if an Event of Default occurs.

7. ***Counterparts; Electronic Signatures.*** This Amendment No. 3 may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Execution and delivery of an executed counterpart of this Amendment No. 3 by facsimile transmission, electronic mail in pdf form or other electronic signature shall be as effective as execution and delivery of a manually executed counterpart hereof.

8. ***Governing Law.*** This Amendment No. 3 shall be governed by, and construed in accordance with, the laws of the State of New York.

The Authority, the Banks and the Administrative Agent have caused this Amendment No. 3 to be duly executed and delivered as of the date first above written.

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POWER AUTHORITY OF THE STATE OF NEW YORK

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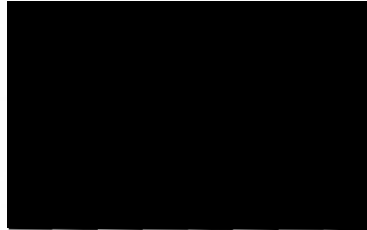
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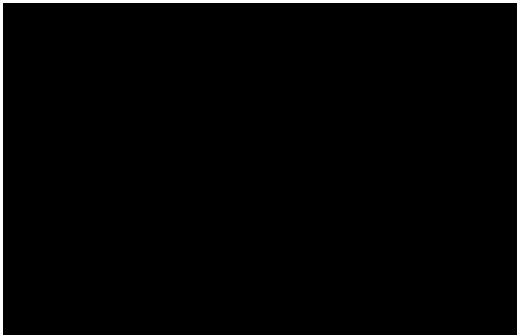
**JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Administrative Agent and as a
Bank**

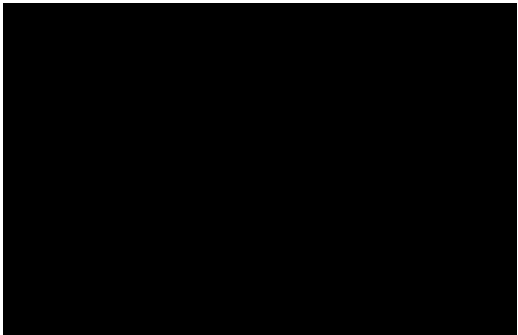
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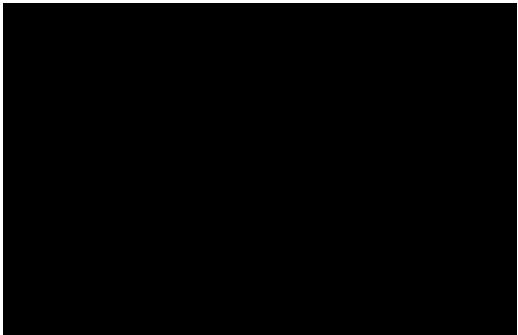
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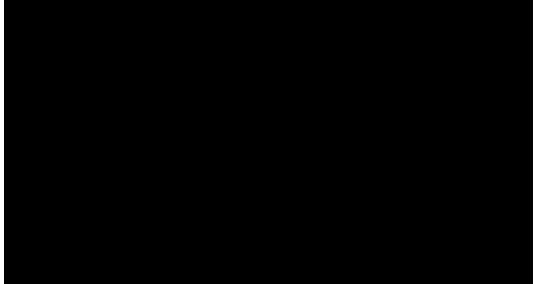
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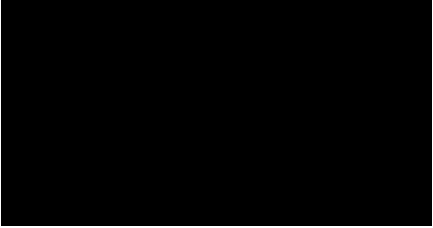
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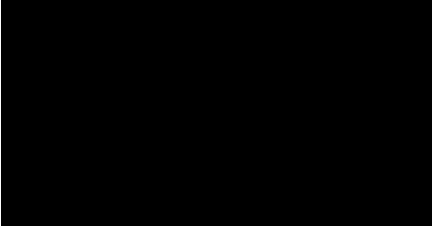
TD BANK, N.A., as a Bank

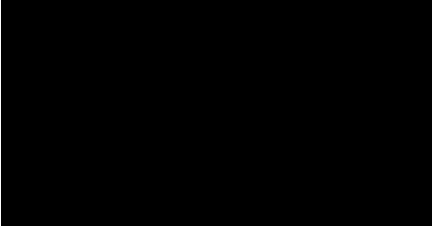
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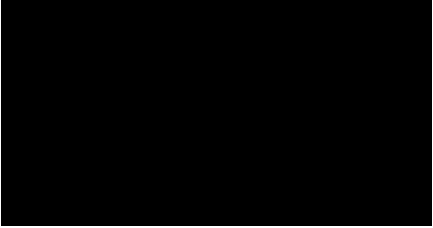
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STATE STREET BANK AND TRUST COMPANY,
as a Bank

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Title: _____

Address: _____

Telephone: _____
Facsimile: _____
Attention: _____

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With a copy to: _____