THIS INVITATION WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME ON MAY 6, 2024 UNLESS EARLIER TERMINATED OR EXTENDED

INVITATION TO TENDER BONDS MADE BY THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

to the Bondowners described herein of all or any portion of the maturities listed on pages (i) and (ii) herein of

Metropolitan Atlanta Rapid Transit Authority

Sales Tax Revenue Bonds (Third Indenture Series), Series 2015B

Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2015C

Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2016B

Sales Tax Revenue Bonds, Refunding Series 2017C

Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2020B

Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2021D (Green Bonds)

This Invitation to Tender Bonds, dated April 22, 2024 (as it may be amended or supplemented, this "**Invitation**") describes an invitation ("**Tender Offer**") by the Metropolitan Atlanta Rapid Transit Authority (the "**Authority**"), with the assistance of Jefferies LLC and Wells Fargo Bank, National Association, as joint dealer managers (the "**Dealer Managers**"), to the beneficial owners (the "**Bondowners**") of the Authority's outstanding: (i) Sales Tax Revenue Bonds (Third Indenture Series), Series 2015B (the "**2015B Target Bonds**"), (ii) Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2015C (the "**2015C Target Bonds**"), (iii) Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2016B (the "**2016B Target Bonds**"), (iv) Sales Tax Revenue Bonds, Refunding Series 2017C (the "**2017C Target Bonds**"), (v) Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2020B (the "**2020B Target Bonds**"), and (vi) Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2021D (Green Bonds) (the "**2021D Target Bonds**" and together with the 2015B Target Bonds, the 2015C Target Bonds, the 2016B Target Bonds, the 2017C Target Bonds and the 2020B Target Bonds, the "**Target Bonds**") of each maturity and corresponding CUSIP set forth in the tables on pages (i) and (ii) of this Invitation, to tender to the Authority such Target Bonds for cash at an Offer Purchase Price (as defined herein) to be determined as follows:

- with respect to each CUSIP of federally tax-exempt Target Bonds listed in the tables on page (i) of this Invitation (i.e., the 2015B Target Bonds, the 2015C Target Bonds, the 2016B Target Bonds and the 2017C Target Bonds, collectively, the "**Tax-Exempt Target Bonds**"), each Offer Purchase Price will be the applicable purchase price expressed as a dollar amount per \$100 principal amount of the Target Bonds plus accrued interest ("**Accrued Interest**") on such Target Bonds tendered for purchase to but not including the Settlement Date (as hereinafter defined); and

- with respect to each CUSIP of federally taxable Target Bonds listed in the tables on page (ii) of this Invitation (i.e., the 2020B Target Bonds and the 2021D Target Bonds, collectively, the "**Taxable Target Bonds**"), each Offer Purchase Price will be based on a yield (each, a "**Purchase Yield**") equal to the applicable fixed spread (each, a "**Fixed Spread**") to be added to the yield on the relevant benchmark United States Treasury Security (the "**Benchmark**

Treasury Security") plus Accrued Interest on such Target Bonds tendered for purchase to but not including the Settlement Date.

On or about April 29, 2024, the Authority expects to publish the Pricing Notice (as defined herein) in the form attached hereto as Appendix B, which will either confirm or amend (a) the "Indicative Offer Purchase Price" as listed on page (i) of this Invitation for each respective CUSIP of the Tax-Exempt Target Bonds and (b) the "Indicative Fixed Spread" as listed on page (ii) of this Invitation for each respective CUSIP of the Taxable Target Bonds.

The purchase of any Target Bonds pursuant to this Invitation is contingent on the issuance of the Authority's Sales Tax Revenue Bonds, Refunding Series 2024B (Green Bonds) (the "**Series 2024B Bonds**") described in the Preliminary Official Statement of the Authority dated April 22, 2024 and attached hereto as Appendix A (the "**Series 2024B Bonds POS**") and is also subject to the terms of this Invitation and certain other conditions as described herein. Capitalized terms used and not defined in the body of this Invitation shall have the meanings ascribed to such terms in the Series 2024B Bonds POS.

This Tender Offer is part of a plan by the Authority to refund a portion of the Authority's outstanding indebtedness, as described in the Series 2024B Bonds POS. The Authority intends to purchase up to all of the Target Bonds validly tendered for purchase pursuant to this Invitation (with the exception of the 2021D Target Bonds, of which the Authority may only purchase up to the amounts per CUSIP indicated in the table on page (ii) of this Invitation); however, depending upon the results of this Tender Offer and the satisfaction or waiver by the Authority of the Financing Conditions (as defined herein), the Authority in its sole discretion may purchase a lesser principal amount of Target Bonds. The Authority in its sole discretion will select which, if any, Target Bonds to purchase of a particular CUSIP. Bondowners of Target Bonds who do not accept this Invitation and Bondowners of Target Bonds whose offers are rejected by the Authority will continue to hold their interest in such Target Bonds and such Target Bonds will remain outstanding. See Section 17, "Additional Considerations – *Potential Subsequent Transactions*" herein.

To make an informed decision as to whether, and how, to offer Target Bonds for purchase pursuant to this Invitation, Bondowners must read this Invitation carefully, including the Series 2024B Bonds POS attached as Appendix A and the Pricing Notice in the form attached hereto as Appendix B, and consult their broker, account executive, financial advisor, attorney or other professionals. **This Invitation, the Series 2024B Bonds POS and the Pricing Notice, and all other notices, amendments, and supplements thereto, if any, collectively, shall constitute an invitation to Bondowners to offer to tender their Target Bonds for purchase.**

Any Bondowner wishing to offer Target Bonds for purchase pursuant to this Invitation should follow the procedures more fully described herein. Bondowners and their brokers and account executives with questions about this Invitation should contact the Dealer Managers or the Information Agent and Tender Agent (as defined herein).

Key Dates and Times

All of these dates and times are subject to change. All times are New York City time. Notices of changes will be sent in the manner provided for in this Invitation.

Launch Date	**Monday, April 22, 2024**
Pricing Notice	**On or about Monday, April 29, 2024**
Expiration Date	**Monday, May 6, 2024 at 5:00 p.m.**
Preliminary Notice of Acceptance	**Tuesday, May 7, 2024**
Determination of Taxable Target Bonds Offer Purchase Price	**Approx. 10:00 a.m. on Wednesday, May 8, 2024**
Notice of Taxable Target Bonds Offer Purchase Price	**Wednesday, May 8, 2024**
Final Acceptance Date and Final Notice of Acceptance	**Wednesday, May 8, 2024**
Settlement Date	**Wednesday, May 22, 2024**

The Dealer Managers
for this Invitation are

Jefferies LLC
and
Wells Fargo Bank, National Association

The Information Agent and Tender Agent
for this Invitation is

Globic Advisors

The date of this Invitation to Tender Bonds is April 22, 2024.

TARGET BONDS SUBJECT TO TENDER OFFER FOR CASH

TAX-EXEMPT TARGET BONDS

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds (Third Indenture Series), Series 2015B

CUSIP[(1)] (Base No. 591745)	Maturity Date (July 1)	Par Call Date	Interest Rate (%)	Outstanding Principal Amount	Maximum Principal Amount That May Be Accepted for Purchase	Indicative Offer Purchase Price[(2)]
W83	2041	07/01/2026	5.000	$ 6,265,000	$ 6,265,000	104.745
W91	2042	07/01/2026	5.000	7,615,000	7,615,000	104.642
X25	2043	07/01/2026	5.000	11,460,000	11,460,000	104.540
X33	2044	07/01/2026	5.000	10,110,000	10,110,000	104.540
X41	2045	07/01/2026	5.000	28,850,000	28,850,000	104.498

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2015C

CUSIP[(1)] (Base No. 591745)	Maturity Date (July 1)	Par Call Date	Interest Rate (%)	Outstanding Principal Amount	Maximum Principal Amount That May Be Accepted for Purchase	Indicative Offer Purchase Price[(2)]
X74	2028	07/01/2026	5.000	$23,795,000	$23,795,000	105.262
X82	2029	07/01/2026	5.000	24,945,000	24,945,000	105.262

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2016B

CUSIP[(1)] (Base No. 591745)	Maturity Date (July 1)	Par Call Date	Interest Rate (%)	Outstanding Principal Amount	Maximum Principal Amount That May Be Accepted for Purchase	Indicative Offer Purchase Price[(2)]
X90	2030	07/01/2026	5.000	$25,515,000	$25,515,000	105.262
Y24	2031	07/01/2026	5.000	26,750,000	26,750,000	105.262
Y32	2032	07/01/2026	5.000	28,040,000	28,040,000	105.262
Y73	2036	07/01/2026	5.000	34,080,000	34,080,000	105.262

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds, Refunding Series 2017C

CUSIP[(1)] (Base No. 591745)	Maturity Date (July 1)	Par Call Date	Interest Rate (%)	Outstanding Principal Amount	Maximum Principal Amount That May Be Accepted for Purchase	Indicative Offer Purchase Price[(2)]
3E2	2033	07/01/2027	4.000	$15,835,000	$15,835,000	104.245
3F9	2034	07/01/2027	4.000	16,465,000	16,465,000	104.096

1 CUSIP is a registered trademark of FactSet. CUSIP data herein is provided by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems Inc. The CUSIP numbers are being provided solely for the convenience of the owners of the Target Bonds and the Authority is not responsible for the selection or correctness of the CUSIP numbers printed herein and does not make any representation with respect to such numbers or undertake any responsibility for their accuracy.

2 The Indicative Offer Purchase Prices shown herein exclude Accrued Interest and are preliminary and subject to change. Actual Offer Purchase Prices for each maturity and corresponding CUSIP will appear in the Pricing Notice. Accrued Interest on the Tax-Exempt Target Bonds tendered and accepted for purchase will be paid by the Authority to but not including the Settlement Date in addition to the applicable Purchase Price.

TAXABLE TARGET BONDS

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2020B

CUSIP[1] (Base No. 591745)	Maturity Date (July 1)	Average Life Date[2]	Interest Rate (%)	Outstanding Principal Amount	Maximum Principal Amount That May Be Accepted for Purchase	Par Call Date	Benchmark Treasury Security[3]	Indicative Fixed Spreads[4]
6P4	2025	N/A	0.730	$ 1,780,000	$ 1,780,000	N/A	2-Year	- 15.0 bps
6Q2	2026	N/A	0.990	9,725,000	9,725,000	N/A	2-Year	- 40.0 bps
6R0	2027	N/A	1.140	960,000	960,000	N/A	3-Year	- 35.0 bps
6S8	2028	N/A	1.360	1,575,000	1,575,000	N/A	5-Year	- 30.0 bps
6T6	2029	N/A	1.510	705,000	705,000	N/A	5-Year	- 25.0 bps
6U3	2030	N/A	1.660	1,120,000	1,120,000	N/A	7-Year	- 20.0 bps
6V1	2031	N/A	1.860	14,905,000	14,905,000	07/01/2030	7-Year	- 15.0 bps
6W9	2032	N/A	1.960	17,720,000	17,720,000	07/01/2030	10-Year	- 10.0 bps
6X7	2033	N/A	2.060	14,100,000	14,100,000	07/01/2030	10-Year	- 5.0 bps
6Y5	2034	N/A	2.180	20,525,000	20,525,000	07/01/2030	10-Year	+ 0.0 bps
6Z2	2035	N/A	2.360	17,970,000	17,970,000	07/01/2030	10-Year	+ 10.0 bps
7A6	2036	N/A	2.410	18,855,000	18,855,000	07/01/2030	10-Year	+ 17.0 bps
7B4	2037	N/A	2.510	9,430,000	9,430,000	07/01/2030	10-Year	+ 24.0 bps
7C2	2038	N/A	2.650	9,670,000	9,670,000	07/01/2030	10-Year	+ 29.0 bps
7E8	2040	N/A	2.680	92,585,000	92,585,000	07/01/2030	10-Year	+ 33.0 bps

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2021D (Green Bonds)

CUSIP[1] (Base No. 591745)	Maturity Date (July 1)	Average Life Date[2]	Interest Rate (%)	Outstanding Principal Amount	Maximum Principal Amount That May Be Accepted for Purchase	Par Call Date	Benchmark Treasury Security[3]	Indicative Fixed Spreads[4]
8G2	2025	N/A	1.315	$ 5,820,000	$ 4,290,000	N/A	2-Year	- 15.0 bps
7R9	2026	N/A	1.515	7,125,000	5,575,000	N/A	2-Year	- 40.0 bps
7S7	2027	N/A	1.646	3,785,000	2,210,000	N/A	3-Year	- 35.0 bps
7T5	2028	N/A	1.746	10,170,000	8,565,000	N/A	5-Year	- 30.0 bps
7U2	2029	N/A	1.911	3,850,000	3,125,000	N/A	5-Year	- 25.0 bps
7V0	2030	N/A	2.011	9,610,000	7,895,000	N/A	7-Year	- 20.0 bps
7W8	2031	N/A	2.111	8,810,000	7,040,000	N/A	7-Year	- 15.0 bps
7X6	2032	N/A	2.211	9,915,000	8,305,000	01/01/2032	10-Year	- 10.0 bps
7Y4	2033	N/A	2.411	4,930,000	3,080,000	01/01/2032	10-Year	- 5.0 bps
7Z1	2034	N/A	2.561	5,035,000	3,140,000	01/01/2032	10-Year	+ 1.0 bps
8A5	2035	N/A	2.641	8,720,000	6,775,000	01/01/2032	10-Year	+ 10.0 bps
8B3	2036	N/A	2.741	7,355,000	5,360,000	01/01/2032	10-Year	+ 18.0 bps
8C1	2045	02/04/2043	2.981	123,150,000	105,415,000	01/01/2032	30-Year	+ 30.0 bps

1 CUSIP is a registered trademark of FactSet. CUSIP data herein is provided by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems Inc. The CUSIP numbers are being provided solely for the convenience of the owners of the Target Bonds and the Authority is not responsible for the selection or correctness of the CUSIP numbers printed herein and does not make any representation with respect to such numbers or undertake any responsibility for their accuracy.

2 Average life date is shown for the Taxable Target Term Bonds (as defined herein) only. The Taxable Target Term Bonds will be priced to their respective average life dates.

3 Except for the 30-Year Benchmark Treasury Security, which will be the "old long bond" (maturity date November 15, 2053, 4.75% CUSIP 912810TV0), each Benchmark Treasury Security (as defined herein) will be the most recently auctioned "on-the-run" United States Treasury Security for the maturity indicated as of the date and time that the Offer Purchase Price for the Target Bonds is set, currently expected to be approximately 10:00 a.m., New York City time, on May 8, 2024.

4 The Indicative Fixed Spreads (as defined herein) are preliminary and subject to change. Actual Fixed Spreads for each maturity and corresponding CUSIP will appear in the Pricing Notice. The Offer Purchase Prices for the Taxable Target Bonds derived from the Fixed Spreads (when finalized) to be paid on the Settlement Date exclude Accrued Interest on the Taxable Target Bonds tendered and accepted for purchase, which Accrued Interest will be paid by the Authority to but not including the Settlement Date in addition to the applicable Purchase Price.

IMPORTANT INFORMATION

This Invitation and other information with respect to this Tender Offer are available from the Dealer Managers and the Information Agent and Tender Agent at www.globic.com/marta. Bondowners wishing to offer their Target Bonds for purchase pursuant to this Invitation should follow the procedures more fully described herein. The Authority reserves the right to cancel or modify, this Invitation at any time on or prior to the Expiration Date and reserves the right to make a future invitation to tender bonds at prices different than the Offer Purchase Prices described herein in its sole discretion. Except as described in this Invitation, the Authority will have no obligation to purchase Target Bonds offered pursuant to this Invitation. The Authority further reserves the right to waive any irregularities or defects in any offer received.

The Authority also reserves the right in the future to refund or redeem any remaining portion of outstanding Target Bonds through the issuance of publicly offered or privately placed tax-exempt or taxable bonds. Each of the 2015B Target Bonds, the 2015C Target Bonds and the 2016B Target Bonds maturing on and after July 1, 2027 is subject to redemption in whole or in part, at the option of the Authority on any date on or after July 1, 2026, at a redemption price equal to 100% of the principal amount of the 2015B Target Bonds, the 2015C Target Bonds or the 2016B Target Bonds, respectively, or portions thereof to be redeemed plus accrued but unpaid interest to the date fixed for redemption. Each of the 2017C Target Bonds maturing on and after July 1, 2028 is subject to redemption in whole or in part, at the option of the Authority on any date on or after July 1, 2027, at a redemption price equal to 100% of the principal amount of the 2017C Target Bonds, or portions thereof to be redeemed plus accrued but unpaid interest to the date fixed for redemption. Each of the 2020B Target Bonds maturing on and after July 1, 2031 is subject to redemption in whole or in part, at the option of the Authority on any date on or after July 1, 2030, at a redemption price equal to 100% of the principal amount of the 2020B Target Bonds, or portions thereof to be redeemed plus accrued but unpaid interest to the date fixed for redemption. Each of the 2021D Target Bonds maturing on and after July 1, 2032 is subject to redemption in whole or in part, at the option of the Authority on any date on or after January 1, 2032, at a redemption price equal to 100% of the principal amount of the 2021D Target Bonds, or portions thereof to be redeemed plus accrued but unpaid interest to the date fixed for redemption.

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

None of the Authority, the Dealer Managers, or the Information Agent and Tender Agent is recommending to any Bondowner whether to offer their Target Bonds for purchase in connection with this Tender Offer. Each Bondowner must make these decisions and should read this Invitation and the Series 2024B Bonds POS, attached as Appendix A, in their entirety and consult with their broker-dealer, financial, legal, accounting, tax and other advisors in making these decisions.

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

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

The Dealer Managers make no representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein, including Appendix A. The Dealer Managers have not independently verified any of the information contained herein and assume no responsibility for the accuracy or completeness of any such information. References to website addresses herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not a part of, this Invitation.

This Invitation contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Invitation and other materials referred to or incorporated herein, the words "estimate," "anticipate," "forecast," "project," "intend," "propose," "plan," "expect" and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

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INVITATION TO TENDER BONDS
made by
METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

1. Introduction.

This Invitation to Tender Bonds, dated April 22, 2024 (as it may be amended or supplemented, this "**Invitation**") describes an invitation ("**Tender Offer**") by the Metropolitan Atlanta Rapid Transit Authority (the "**Authority**"), with the assistance of Jefferies LLC and Wells Fargo Bank, National Association, as joint dealer managers (the "**Dealer Managers**"), to the beneficial owners (the "**Bondowners**") of the Authority's outstanding: (i) Sales Tax Revenue Bonds (Third Indenture Series), Series 2015B (the "**2015B Target Bonds**"), (ii) Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2015C (the "**2015C Target Bonds**"), (iii) Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2016B (the "**2016B Target Bonds**"), (iv) Sales Tax Revenue Bonds, Refunding Series 2017C (the "**2017C Target Bonds**"), (v) Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2020B (the "**2020B Target Bonds**"), and (vi) Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2021D (Green Bonds) (the "**2021D Target Bonds**" and together with the 2015B Target Bonds, the 2015C Target Bonds, the 2016B Target Bonds, the 2017C Target Bonds and 2020B Target Bonds, the "**Target Bonds**"), of each maturity and corresponding CUSIP set forth in the tables on pages (i) and (ii) of this Invitation, to tender to the Authority such Target Bonds for cash at an Offer Purchase Price (as defined herein) to be determined as follows:

- with respect to each CUSIP of federally tax-exempt Target Bonds listed in the tables on page (i) of this Invitation (i.e., the 2015B Target Bonds, the 2015C Target Bonds, the 2016B Target Bonds and the 2017C Target Bonds, collectively, the "**Tax-Exempt Target Bonds**"), each Offer Purchase Price will be the applicable purchase price expressed as a dollar amount per $100 principal amount of the Target Bonds plus accrued interest ("**Accrued Interest**") on such Target Bonds tendered for purchase to but not including the Settlement Date (as hereinafter defined); and

- with respect to each CUSIP of federally taxable Target Bonds listed in the tables on page (ii) of this Invitation (i.e., the 2020B Target Bonds and the 2021D Target Bonds, collectively, the "**Taxable Target Bonds**"), each Offer Purchase Price will be based on a yield (each a "**Purchase Yield**") equal to the applicable fixed spread (each, a "**Fixed Spread**") to be added to the yield on the relevant benchmark United States Treasury Security (the "**Benchmark Treasury Security**") plus Accrued Interest on such Target Bonds tendered for purchase to but not including the Settlement Date.

On or about April 29, 2024, the Authority expects to publish the Pricing Notice (as defined herein) in the form attached hereto as Appendix B, which will either confirm or amend (a) the "Indicative Offer Purchase Price" as listed in page (i) of this Invitation for each respective CUSIP of the Tax-Exempt Target Bonds and (b) the "Indicative Fixed Spread" as listed in page (ii) of this Invitation for each respective CUSIP of the Taxable Target Bonds. See Section 2, "Information to Bondowners—*Pricing Notice*."

The purchase of any Target Bonds pursuant to this Invitation is contingent on the issuance of the Authority's Sales Tax Revenue Bonds, Refunding Series 2024B (Green Bonds) (the "**Series 2024B Bonds**"), and is also subject to the terms of this Invitation and certain other conditions as described herein.

The Target Bonds were issued by the Authority pursuant to a Trust Indenture dated as of October 1, 2003 (as supplemented, the "**Indenture**") between the Authority and U.S. Bank Trust Company, National

Association, as successor trustee (the "**Trustee**"), including as supplemented by a Thirteenth Supplemental Trust Indenture dated as of December 1, 2015 between the Authority and the Trustee relating to the 2015B Target Bonds and the 2015C Target Bonds, a Fourteenth Supplemental Trust Indenture dated as of March 1, 2016 between the Authority and the Trustee relating to the 2016B Target Bonds, an Eighteenth Supplemental Trust Indenture dated as of August 1, 2017 between the Authority and the Trustee relating to the 2017C Target Bonds, a Twenty-Fourth Supplemental Trust Indenture dated as of September 1, 2020 between the Authority and the Trustee relating to the 2020B Target Bonds and a Twenty-Eighth Supplemental Trust Indenture dated as of December 1, 2021 between the Authority and the Trustee relating to the 2021D Target Bonds.

Purpose. This Invitation is part of a plan by the Authority to refinance some or all of the outstanding Target Bonds, as described in the Preliminary Official Statement of the Authority dated April 22, 2024 and attached hereto as Appendix A (the "**Series 2024B Bonds POS**"). **The Authority's outstanding bonds of any series that are not identified in the tables on pages (i) and (ii) of this Invitation are not subject to this Tender Offer.** For additional information concerning the Authority, its plan of refunding and its outstanding indebtedness, see the Series 2024B Bonds POS attached hereto as Appendix A.

Offers by Bondowners. Pursuant to this Invitation, each Bondowner may offer to tender to the Authority for purchase any or all Target Bonds, in a denomination of $5,000 principal amount (the "**Minimum Authorized Denomination**") or any integral multiple thereof, with respect to which the Bondowner has a beneficial ownership interest. The applicable Offer Purchase Price for each CUSIP of the Tax-Exempt Target Bonds at which such Tax-Exempt Target Bonds may be tendered by a Bondowner for purchase pursuant to this Invitation will be set forth in the Pricing Notice, and the applicable Fixed Spread for each CUSIP of the Taxable Target Bonds at which such Taxable Target Bonds may be tendered by a Bondowner for purchase pursuant to this Invitation will be set forth in the Pricing Notice. The applicable purchase price for each CUSIP of the Target Bonds (each an "**Offer Purchase Price**") will be determined as further described below in Section 2, "Information to Bondowners – *Tender Consideration—Determination of Offer Purchase Prices for Tax-Exempt Bonds" and "– Tender Consideration—Determination of Offer Purchase Prices for Taxable Target Bonds"* herein.

Source of Funds. Other than Accrued Interest, the total amount paid to Bondowners to purchase the Target Bonds validly tendered and accepted for purchase pursuant to this Invitation (each a "**Purchase Price**" and collectively, the "**Aggregate Purchase Price**") is anticipated to be proceeds of the Authority's Series 2024B Bonds to be issued on the Settlement Date (defined below). The payment of Accrued Interest on Target Bonds validly tendered and accepted for purchase is expected to be made from funds held by the Authority for such purpose. The purchase of any of the Target Bonds tendered for purchase pursuant to this Invitation is contingent on the issuance of the Series 2024B Bonds. The Authority's obligations to accept for purchase and to pay for Target Bonds validly tendered (and not validly withdrawn) pursuant to this Invitation are also subject to the satisfaction or waiver of certain conditions. See Section 14, "Conditions to Purchase," for additional information regarding certain of such conditions.

Authority's Obligation to Purchase Target Bonds. Subject to the terms of this Invitation and the satisfaction of all conditions to the Authority's obligation to purchase tendered Target Bonds as described herein, and provided that (i) the Target Bonds offered by a Bondowner for purchase have been validly tendered by 5:00 p.m., New York City time, on May 6, 2024 (as extended from time to time in accordance with this Invitation, the "**Expiration Date**"), and (ii) accepted by the Authority on May 8, 2024 (as extended from time to time in accordance with this Invitation, the "**Final Acceptance Date**"), the Authority will purchase such Target Bonds tendered for purchase on May 22, 2024 or such later date as the Authority shall determine (such date, the "**Settlement Date**"). Accrued Interest to but not including the Settlement Date on the Target Bonds validly tendered and accepted for purchase will also be paid on the Settlement Date.

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

No assurances can be given that the Series 2024B Bonds will be issued or that any Target Bonds offered for purchase by a Bondowner will be purchased. See Section 14, "Conditions to Purchase" and Section 10, "Determination of Amounts to be Purchased; Acceptance of Offers; Final Notice of Acceptance," for more information on the selection of tendered Target Bonds to be purchased, if any. The Authority reserves the right to amend or waive the terms of this Invitation as to any or all of the Target Bonds in any respect and at any time prior to the Expiration Date or from time to time, in its sole discretion. The Authority also has the right to terminate this Invitation at any time up to and including the Expiration Date. See Section 15, "Extension, Termination and Amendment of Tender Offer; Changes to Terms," below.

Notwithstanding any other provision of this Invitation, the Authority has no obligation to accept for purchase any tendered Target Bonds and the Authority's obligation to pay for Target Bonds validly tendered (and not validly withdrawn) and accepted pursuant to this Invitation is subject to the satisfaction of or waiver of the following conditions on or prior to the Settlement Date: (a) the successful completion by the Authority of the issuance of the Series 2024B Bonds, the proceeds of which will be sufficient to, together with other available moneys of the Authority, (i) fund the purchase of all Target Bonds validly tendered and accepted for purchase pursuant to this Invitation (i.e., the Aggregate Purchase Price), and (ii) pay all fees and expenses associated with the issuance of the Series 2024B Bonds and this Tender Offer; (b) receipt of all certifications and opinions required by the Dealer Manager Agreement executed between the Authority and the Dealer Managers in connection with this Tender Offer, and (c) when taken together with the issuance of the Series 2024B Bonds, the Authority determining in its reasonable discretion that it will obtain a satisfactory and sufficient economic benefit as a result of market conditions, the expected or actual level of participation by holders of the Target Bonds, or any other factors not within the sole control of the Authority, all on terms and conditions that are in the Authority's best interest (collectively, the "**Financing Conditions**"). The Authority reserves the right, subject to applicable law, to amend or waive any of the conditions to this Invitation, in whole or in part, at any time prior to the Expiration Date.

Any Target Bonds not tendered by Bondowners, or Target Bonds tendered by Bondowners pursuant to this Invitation but not accepted for purchase by the Authority that will be returned to the Bondowners, will continue to be payable and secured under the terms of the Indenture until maturity or prior redemption. If the Financing Conditions and all other conditions to this Invitation are not satisfied or waived by the Authority on or prior to the Settlement Date, any Target Bonds tendered by Bondowners pursuant to this Invitation will be returned to the Bondowners and will continue to be payable and secured under the terms of the Indenture until maturity or prior redemption. See Section 17, "Additional Considerations – *Potential Subsequent Transactions*" herein.

To make an informed decision as to whether, and how, to offer Target Bonds for purchase pursuant to this Invitation, a Bondowner must read this Invitation carefully, including the Series 2024B Bonds POS attached hereto as Appendix A and the Pricing Notice in the form attached hereto as Appendix B.

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

The Dealer Managers for this Tender Offer are Jefferies LLC and Wells Fargo Bank, National Association. Globic Advisors is serving as Information Agent and Tender Agent (the "**Information Agent**

and Tender Agent") in connection with this Invitation. Bondowners with questions about this Tender Offer should contact the Dealer Managers or the Information Agent and Tender Agent utilizing the contact information set forth in Section 20 "Available Information, Contact Information."

2. Information to Bondowners.

General. The Authority will provide additional information about this Tender Offer, if any, to the market and Bondowners of the Target Bonds, including, without limitation, the information contained in the Pricing Notice in the form attached hereto as Appendix B expected to be delivered on or about April 29, 2024 and any supplement to the Series 2024B Bonds POS, if any, by delivery of such information in the following ways: (a) to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access website, currently located at http://emma.msrb.org (the "**EMMA Website**"), using the CUSIP numbers for the Target Bonds listed in the tables on pages (i) and (ii) of this Invitation; (b) to DTC (defined below) and to the DTC participants holding the Target Bonds; and (c) by posting electronically on the website of the Information Agent and Tender Agent at www.globic.com/marta (collectively, the "**Information Services**"). Delivery by the Authority to the Information Services will be deemed to constitute delivery of the information to each Bondowner. The Authority, the Dealer Managers, and the Information Agent and Tender Agent have no obligation to ensure that a Bondowner actually receives any information provided by the Authority in this manner. Any such Bondowner who would like to receive information furnished by or on behalf of the Authority as described above must make appropriate arrangements with its broker, account executive or other financial advisor or representative.

Pricing Notice. On or about April 29, 2024, the Authority expects to publish the "**Pricing Notice**" in the form attached hereto as Appendix B, which Pricing Notice will set forth either a confirmation of or an amendment to (a) the "Indicative Offer Purchase Price" shown on page (i) of this Invitation for each respective CUSIP of the Tax-Exempt Target Bonds and (b) the "Indicative Fixed Spread" shown on page (ii) of this Invitation for each respective CUSIP of the Taxable Target Bonds. The Pricing Notice will be made available via the Information Services described above.

Tender Consideration—Determination of Offer Purchase Prices for Tax-Exempt Target Bonds. The purchase price for Tax-Exempt Target Bonds for each particular CUSIP tendered pursuant to this Invitation is the Offer Purchase Price set forth in the Pricing Notice.

Tender Consideration—Determination of Offer Purchase Prices for Taxable Target Bonds. The applicable Fixed Spread as set forth in the Pricing Notice, expressed as an interest rate percentage, will be added to the yield on the relevant Benchmark Treasury Security (the "**Treasury Security Yield**") to arrive at a yield (each a "**Purchase Yield**") used to calculate the Offer Purchase Price for each maturity and corresponding CUSIP of the Taxable Target Bonds. The Benchmark Treasury Security for each CUSIP is identified on page (ii) of this Invitation and will be identified in the Pricing Notice. The Treasury Security Yield will equal the bid-side yield of the Benchmark Treasury Security as quoted on the Bloomberg Bond Trader FIT1 series of pages at approximately 10:00 a.m., New York City time, on May 8, 2024.

The Purchase Yields will be used to calculate the Offer Purchase Prices expressed as a dollar amount per $100 principal amount of the Taxable Target Bonds. Such Offer Purchase Prices will be calculated using the market standard bond pricing formula as of the Settlement Date using the relevant Purchase Yield, the coupon of the relevant Taxable Target Bond, and the maturity date for each of the Taxable Target Bonds, except for the 2021D Target Bond maturing July 1, 2045 (CUSIP 5917458C1) (the "**Taxable Target Term Bond**"), which will be priced using its "average life date" of February 4, 2043 as the assumed maturity date.

Sinking Fund Amortization of Unpurchased Target Term Bond. The Taxable Target Term Bond is subject to mandatory sinking fund redemptions in specified principal amounts prior to its maturity date. If less than all of such Taxable Target Term Bond is purchased by the Authority pursuant to this Invitation, the Taxable Target Term Bond's specified principal amounts to be redeemed on each mandatory sinking fund redemption date and paid upon its maturity date will be reduced, pro rata in Authorized Denominations, to a principal amount equal to such original principal amount multiplied by a percentage equal to (a) the aggregate par amount of unpurchased Taxable Target Term Bond divided by (b) $123,150,000, so that the total of all scheduled mandatory sinking fund redemptions and the principal amount due at maturity will equal the aggregate par amount of the unpurchased Taxable Target Term Bond. Thereafter, the unpurchased Taxable Target Term Bond will continue to be outstanding and subject to the mandatory sinking fund redemptions in annual amounts that will be reflected on a revised mandatory sinking fund redemption schedule.

3. Expiration Date; Offers Only Through Financial Institutions; Brokerage Commissions. This Tender Offer to tender Target Bonds will expire at 5:00 p.m., New York City time, on May 6, 2024, the Expiration Date, unless earlier terminated or extended as described in this Invitation. Offers to tender Target Bonds received after 5:00 p.m., New York City time, on the Expiration Date (as it may be extended) will not be considered. See Section 15 for a discussion of the Authority's ability to extend the Expiration Date and to terminate or amend this Invitation.

In the sole discretion of the Authority, the Authority may extend the Expiration Date, the Preliminary Acceptance Date (defined herein), the Final Acceptance Date, or the Settlement Date.

All of the Target Bonds are held in book-entry-only form through the facilities of The Depository Trust Company of New York ("**DTC**"). The Information Agent and Tender Agent and DTC have confirmed that this Tender Offer is eligible for submission of tenders for purchase through DTC's Automated Tender Offer Program (known as the "**ATOP**" system). **Bondowners of Target Bonds who want to tender Target Bonds for purchase pursuant to the Authority's Invitation must do so through a DTC participant in accordance with the relevant DTC procedures for the ATOP system. The Authority will not accept any offers of Target Bonds for purchase that are not made through the ATOP system**. Bondowners who are not DTC participants can only offer Target Bonds for purchase pursuant to this Invitation by making arrangements with and instructing the bank or brokerage firm through which they hold their Target Bonds (sometimes referred to herein as a "custodial intermediary") to tender the Bondowner's Target Bonds on their behalf through the ATOP system. To ensure a Bondowner's Target Bonds are tendered through the ATOP system by 5:00 p.m., New York City time, on the Expiration Date, Bondowners must provide instructions to its custodial intermediary with sufficient time for such custodial intermediary to tender the Target Bonds in accordance with DTC procedures through the ATOP system by this deadline. Bondowners wishing to tender Target Bonds should contact their custodial intermediary for information on when such custodial intermediary needs the Bondowner's instructions in order to tender the Bondowner's Target Bonds through the ATOP system by 5:00 p.m., New York City time, on the Expiration Date. See also Sections 5 and 6 below.

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

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

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

Authorized Denominations for Offers. A Bondowner may tender all or a portion of its Target Bonds of a particular maturity and corresponding CUSIP that it owns in an amount of its choosing, but only in principal amounts equal to the Minimum Authorized Denomination or any integral multiple of $5,000 in excess thereof.

Changes to Terms of this Invitation. As described in Section 15 hereof, the Authority may revise the terms of this Invitation prior to the Expiration Date. If the Authority determines to revise the terms of this Invitation, it shall provide notice thereof in the manner described in Section 2 of this Invitation to provide reasonable time for dissemination of such revision to Bondowners. If the Authority decreases the Offer Purchase Price for any of the Tax-Exempt Target Bonds pursuant to this Invitation or increases the Fixed Spread for any of the Taxable Target Bonds pursuant to this Invitation (which would thereby reduce the related Offer Purchase Price), the Authority shall provide notice thereof (as described in Section 2) no less than three (3) Business Days prior to the Expiration Date, as extended. **In such event, any offers submitted with respect to the affected Target Bonds prior to such change in Offer Purchase Price for such Tax-Exempt Target Bonds or such change in the Fixed Spread for such Taxable Target Bonds pursuant to this Invitation will remain in full force and effect and any Bondowner of such affected Target Bonds wishing to revoke their tender must affirmatively withdraw such tender prior to the Expiration Date as described in Section 8 hereof.**

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

A tender of Target Bonds cannot exceed the par amount of Target Bonds owned by the Bondowner. Target Bonds may be tendered and accepted for payment only in principal amounts equal to the Minimum Authorized Denomination and integral multiples of $5,000 in excess thereof.

"All or none" offers are not permitted. No alternative, conditional or contingent tenders will be accepted. All tenders shall survive the death or incapacity of the tendering Bondowner.

By tendering Target Bonds pursuant to this Invitation, each such Bondowner will be deemed to have represented and warranted to and agreed with the Authority and each Dealer Managers that:

(a) the Bondowner has received, and has had the opportunity to review, this Invitation (including the Series 2024B Bonds POS attached as Appendix A hereto) and the Pricing Notice prior to making the decision as to whether or not they should tender their Target Bonds for purchase;

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

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

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

(e) the Bondowner is not relying on any communication from the Authority, the Dealer Managers, or the Information Agent and Tender Agent as investment advice or as a recommendation to tender, it being understood that the information from any of the foregoing related to the terms and conditions of this Invitation shall not be considered investment advice or a recommendation to tender Target Bonds; and

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

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

The term "**Agent's Message**" means a message transmitted by DTC to, and received by, the Information Agent and Tender Agent, forming a part of the book-entry confirmation which states that DTC has received an express acknowledgement from the DTC participant tendering Target Bonds for purchase that are the subject of such book-entry confirmation, that includes: (i) the CUSIP number(s) and the par amount of the Target Bonds that have been validly tendered by such DTC participant on behalf of the Bondowner pursuant to this Invitation, and (ii) that the Bondowner agrees to be bound by the terms of this Invitation, including the representations, warranties, agreements and affirmations deemed made by it as set forth in Section 5 above. By causing DTC to transfer Target Bonds into the Authority's ATOP system, a financial institution warrants to the Authority that it has full authority, and has received from the Bondowner(s) of such Target Bonds all direction necessary, to tender and sell such Target Bonds as set forth in this Invitation.

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

Each DTC participant is advised to submit each beneficial owner's instruction individually into DTC's ATOP system to ensure proper settlement.

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

7. Determinations as to Form and Validity of Offers; Right of Waiver and Rejection. All questions as to the validity (including the time of receipt of Agent's Messages by the Information Agent and Tender Agent), eligibility, and acceptance of any tenders of Target Bonds will be determined by the Authority in its sole discretion and will be final, conclusive and binding.

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

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

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

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

9. Preliminary Notice of Acceptance. On May 7, 2024, unless such time or date is extended by the Authority (the "**Preliminary Acceptance Date**"), the Authority will determine the preliminary principal amount, if any, of the Target Bonds for each CUSIP that it will purchase, based on satisfaction of the Financing Conditions. Notice of the preliminary principal amount of the Target Bonds, if any, for each CUSIP that the Authority initially agrees to purchase pursuant to this Invitation will be provided to the Information Services on the Preliminary Acceptance Date via the publication of a "**Preliminary Notice of Acceptance**."

10. Determination of Amounts to be Purchased; Acceptance of Offers; Final Notice of Acceptance. This Tender Offer is part of a plan by the Authority to refund a portion of the Authority's outstanding indebtedness, as described in the Series 2024B Bonds POS. The Authority intends to purchase up to all of the Target Bonds validly tendered for purchase pursuant to this Invitation (with the exception of the 2021D Target Bonds, of which the Authority may only purchase up to the amounts per CUSIP indicated in the table on page (ii) of this Invitation); however, depending upon the results of this Tender Offer and the satisfaction or waiver by the Authority of the Financing Conditions, the Authority in its sole discretion may purchase a lesser principal amount of Target Bonds. The Authority, in its sole discretion will select which, if any, Target Bonds validly tendered of a particular maturity and corresponding CUSIP are purchased based on its determination of the economic benefit from such purchase.

Should the Authority decide to only purchase a portion of the Target Bonds being tendered for purchase of a certain CUSIP, the Authority will accept such Target Bonds tendered for purchase on a pro rata basis. The principal amount of each individual offer will be adjusted, pro rata, based upon a proration factor for each such CUSIP (each a "**Proration Factor**"). In such event, should the principal amount of any individual offer, when adjusted by the Proration Factor, result in an amount that is not a multiple of $5,000, the principal amount of such offer will be rounded up to the nearest multiple of $5,000. If as a result of such adjustment, the principal amount of a Bondowner's unaccepted Target Bonds is less than the Minimum Authorized Denomination of $5,000, the Authority will reject such Bondowner's offer in whole. The Authority will determine the Proration Factor that permits it to accept the amount of Target Bonds it has determined to purchase.

On the Final Acceptance Date (i.e., May 8, 2024, unless extended), upon the terms and subject to the conditions of this Invitation, the Authority will announce its acceptance for purchase of Target Bonds, if any, validly tendered by Bondowners pursuant to this Invitation via the publication of a "**Final Notice of Acceptance**" in the manner described in Section 2, with acceptance subject to the satisfaction or waiver by the Authority of the Financing Conditions or other conditions to the purchase of tendered Target Bonds. See Section 11, "Acceptance of Offers Constitutes Irrevocable Agreement" and Section 14, "Conditions to Purchase."

The Final Notice of Acceptance will state: (i) the principal amount of the Target Bonds of each maturity and corresponding CUSIP that the Authority has accepted for purchase in accordance with this Invitation, which may be zero for a particular maturity and corresponding CUSIP, or (ii) that the Authority has decided not to purchase any Target Bonds.

Shortly following the publication of the Final Notice of Acceptance, all Target Bonds that were tendered but were not accepted for purchase will be released and promptly returned to the tendering institution in accordance with DTC's ATOP procedures. The Authority, the Dealer Managers, and the Information Agent and Tender Agent are not responsible or liable for the operation of the ATOP system by DTC to properly credit such released Target Bonds to the applicable account of the DTC participant or custodial intermediary or by such DTC participant or custodial intermediary for the account of the Bondowner.

Notwithstanding any other provision of this Invitation, the obligation of the Authority to accept for purchase and to pay for Target Bonds offered and validly tendered (and not validly withdrawn) by Bondowners pursuant to this Invitation is subject to the satisfaction or waiver of the conditions set forth under Section 14, "Conditions to Purchase" below. The Authority reserves the right to amend or waive any of the terms of or conditions to this Invitation, in whole or in part, at any time prior to the Expiration Date or from time to time subject to the Financing Conditions and other conditions described in this Invitation. This Tender Offer may be withdrawn by the Authority at any time prior to the Expiration Date.

11. Acceptance of Offers Constitutes Irrevocable Agreement. Acceptance by the Authority of validly tendered Target Bonds will constitute an irrevocable agreement between the tendering Bondowner and the Authority to sell and purchase such Target Bonds, subject to the conditions and terms of this Invitation, including the Conditions to Purchase set forth in Section 14.

12. Settlement Date; Purchase of Target Bonds. Subject to satisfaction of all conditions to the Authority's obligation to purchase tendered Target Bonds, as described herein, the Settlement Date is the day on which Target Bonds accepted for purchase will be purchased and paid for at the applicable Offer Purchase Price, and Accrued Interest on the Target Bonds to be purchased will also be paid. Such purchase and payment are expected to occur on the Settlement Date. The Settlement Date has initially been set as May 22, 2024, unless extended by the Authority, assuming all conditions to this Invitation have been satisfied or waived by the Authority.

The Authority may, in its sole discretion, change the Settlement Date by giving notice thereof in the manner described in Section 2 of this Invitation prior to the change. However, the Settlement Date may not be later than June 6, 2024. If the Authority does not complete the purchase of the Target Bonds by 3:00 p.m., New York City time, on June 6, 2024, the right and obligation of the Authority to purchase any Target Bonds will automatically terminate, without any liability to any Bondowner, and all tendered Target Bonds will be released and returned to the tendering institution in accordance with DTC's ATOP procedures.

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

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

13. Source of Funds. Other than Accrued Interest, the Aggregate Purchase Price is anticipated to be proceeds received by the Authority from the sale of its Series 2024B Bonds, expected to be issued on the Settlement Date. The payment of Accrued Interest on Target Bonds validly tendered and accepted for purchase is expected to be made from funds held by the Authority for such purpose. The Authority's obligation to accept or purchase and to pay for Target Bonds validly tendered (and not validly withdrawn) pursuant to this Invitation is contingent upon the successful delivery of its Series 2024B Bonds and also subject to the satisfaction or waiver of certain other conditions set forth herein.

14. Conditions to Purchase. The consummation of the purchase of the Target Bonds pursuant to this Invitation is conditioned upon the satisfaction or waiver by the Authority of the Financing Conditions and other conditions described in this Invitation. Payment on the Settlement Date is conditioned upon the issuance of the Series 2024B Bonds. Furthermore, the Authority will not be required to purchase any Target Bonds, and will incur no liability as a result, if, before payment for Target Bonds on the Settlement Date:

(a) The Authority does not, for any reason, have sufficient funds on the Settlement Date from the proceeds of the Series 2024B Bonds to pay the Aggregate Purchase Price of tendered Target Bonds accepted for purchase pursuant to this Invitation and pay all fees and expenses associated with the Series 2024B Bonds and this Tender Offer, including the Accrued Interest on all Target Bonds accepted for purchase;

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

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

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

(e) A material change in the net benefits of the transaction contemplated by this Tender Offer and the Series 2024B Bonds POS has occurred due to a material change in market conditions which the Authority reasonably believes makes it inadvisable to proceed with the purchase of Target Bonds; or

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

In addition to the foregoing, the consummation of the purchase of any Target Bonds pursuant to this Invitation is conditioned further upon the adoption by the Board of Directors of the Authority of a resolution approving the issuance of the Series 2024B Bonds at its meeting currently scheduled for Thursday afternoon, May 9, 2024.

These conditions are for the sole benefit of the Authority. They may be asserted by the Authority prior to the time of payment for the Target Bonds on the Settlement Date. The conditions may be waived by the Authority in whole or in part at any time and from time to time in its sole discretion and may be exercised independently for each maturity date and CUSIP number of the Target Bonds. The failure by the Authority at any time to exercise any of these rights will not be deemed a waiver of any of these rights, and the waiver of these rights with respect to particular facts and other circumstances will not be deemed a waiver of these rights with respect to any other facts and circumstances. Each of these rights will be deemed an ongoing right of the Authority which may be asserted at any time and from time to time. Any determination by the Authority concerning the events described in this Section 14 will be final and binding upon all parties. If, prior to the time of payment of any Target Bonds any of the events described happens, the Authority will have the absolute right to cancel its obligations to purchase Target Bonds without any liability to any Bondowner or any other person.

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

The Authority also has the right, prior to the Final Acceptance Date to terminate this Tender Offer at any time by giving notice of such termination in the manner described in Section 2 of this Invitation.

The Authority also has the right, prior to the Expiration Date, to amend or waive the terms of this Invitation in any respect and at any time by giving notice of the amendment or waiver in the manner described in Section 2 of this Invitation. The amendment or waiver will be effective at the time specified in such notice.

If the Authority amends the terms of this Invitation, including a waiver of any term, in any material respect, notice of such amendment or waiver will be given in the manner described in Section 2, to provide reasonable time for dissemination of such amendment or waiver to Bondowners and for Bondowners to respond. **If the Authority decreases the Offer Purchase Price for any of the Tax-Exempt Target Bonds or increases the Fixed Spread for any of the Taxable Target Bonds pursuant to this Invitation, any offers submitted with respect to the affected Target Bonds prior to such change in the Offer Purchase Price for such Tax-Exempt Target Bonds or such change in the Fixed Spread for such Taxable Target**

Bonds pursuant to this Invitation will remain in full force and effect, and any Bondowner of such affected Target Bonds wishing to revoke their tender must affirmatively withdraw such tender prior to the Expiration Date as described in Section 8 hereof.

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

16. Certain Federal Income Tax Consequences.

General Matters. The following discussion summarizes certain U.S. federal income tax considerations generally applicable to U.S. Holders (as defined below) that tender their Target Bonds for cash. The discussion below is based upon laws, regulations, rulings, and decisions in effect and available on the date hereof, all of which are subject to change, possibly with retroactive effect. Prospective tendering investors should note that no rulings have been or are expected to be sought from the U.S. Internal Revenue Service (the "**IRS**") with respect to any of the U.S. federal income tax considerations discussed below, and no assurance can be given that the IRS will not take contrary positions. Further, the following discussion does not address U.S. tax consequences applicable to any given investor, nor does it address the U.S. tax considerations applicable to all categories of investors, some of which may be subject to special taxing rules (regardless of whether or not such investors constitute U.S. Holders), such as certain U.S. expatriates, banks, REITs, RICs, insurance companies, tax-exempt organizations, dealers or traders in securities or currencies, partnerships, S corporations, estates and trusts, investors that hold their Target Bonds as part of a hedge, straddle or an integrated or conversion transaction, or investors whose "functional currency" is not the U.S. dollar, or certain taxpayers that are required to prepare certified financial statements or file financial statements with certain regulatory or governmental agencies. Furthermore, it does not address: (i) alternative minimum tax consequences, (ii) the net investment income tax imposed under Section 1411 of the Internal Revenue Code of 1986 (the "**Code**"), or (iii) the indirect effects on persons who hold equity interests in a holder. This summary also does not consider the taxation of the Target Bonds under state, local or non-U.S. tax laws. In addition, this summary generally is limited to U.S. tax considerations applicable to investors who will hold their Target Bonds as "capital assets" within the meaning of Section 1221 of the Code. The following discussion does not address tax considerations applicable to any investors in the Target Bonds other than investors that are U.S. Holders. As used herein, "U.S. Holder" means a Bondowner of a Target Bond that for U.S. federal income tax purposes is an individual citizen or resident of the United States, a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), an estate the income of which is subject to U.S. federal income taxation regardless of its source or a trust where a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust (or a trust that has made a valid election under U.S. Treasury Regulations to be treated as a domestic trust). If a partnership holds Target Bonds, the tax treatment of such partnership or a partner in such partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships holding Target Bonds, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Target Bonds (including their status as U.S. Holders).

Any federal income tax discussions in this Invitation are included for general information only and should not be construed as a tax opinion nor tax advice by the Authority, the Dealer Managers, the Information Agent and Tender Agent or any of the Authority's advisors or agents to Bondowners. Such discussions also do not purport to address all aspects of federal income taxation that may be relevant to particular Bondowners (e.g., a foreign person, bank, thrift institution, personal holding company, tax exempt organization, regulated investment company, insurance company, or other broker or dealer in securities or currencies). Bondowners should not rely on such discussions and are urged to consult their own tax advisors to determine the particular federal, state, local and foreign tax consequences of sales made by them pursuant to purchase offers involving the Target Bonds, including the effect of possible changes in the tax laws. In addition to federal tax consequences, the sale of Target Bonds may be treated as a taxable event for state, local and foreign tax purposes. Bondowners are urged to consult their own tax advisors to determine the particular state, local and foreign tax consequences of sales made by them pursuant to purchase offers involving the Target Bonds, including the effect of possible changes in the tax laws.

Tendering U.S. Holders. The purchase by the Authority of a validly tendered Target Bond accepted for cash purchase will be a taxable event for U.S. federal income tax purposes. In such event, in general, a U.S. Holder will recognize gain or loss equal to the difference between (i) the amount of cash received (except to the extent attributable to Accrued Interest on the Target Bond, which will be taxed as ordinary interest income except to the extent such interest is excludible from gross income under Section 103 of the Code) and (ii) the U.S. Holder's adjusted U.S. federal income tax basis in the Target Bond (generally, the purchase price paid by the U.S. Holder for the Target Bond, decreased by any amortized acquisition premium, and increased by the amount of any original issue discount previously included in income by such U.S. Holder with respect to such Target Bond or otherwise required to be added to the cost basis of the U.S. Holder in such Target Bond). Any such gain or loss generally will be capital gain or loss. In the case of a non-corporate U.S. Holder of the Target Bonds holding the Target Bond for a period exceeding one year, the maximum marginal U.S. federal income tax rate applicable to any such gain will be lower than the maximum marginal U.S. federal income tax rate applicable to ordinary income. The deductibility of capital losses is subject to limitations.

Backup Withholding. Amounts paid to Bondowners may be subject to backup withholding by reason of the events specified by Section 3406 of the Code which include failure of a Bondowner to supply the broker, dealer, commercial bank or trust company acting on behalf of such Bondowner with such Bondowner's taxpayer identification number certified under penalty of perjury. Certification can be made by completing a substitute IRS Form W-9, a copy of which is available from the Information Agent and Tender Agent. Backup withholding may also apply to Bondowners who are otherwise exempt from such backup withholding if such Bondowners fail to properly document their status as exempt recipients.

17. Additional Considerations. In deciding whether to participate in this Tender Offer, each Bondowner should consider carefully, in addition to the other information contained in this Invitation, the following:

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

Target Bonds Not Purchased. Bondowners who do not tender their Target Bonds or whose Target Bonds are tendered but not accepted for purchase will continue to hold their respective interests in their Target Bonds and such Target Bonds will remain outstanding. If Target Bonds are purchased pursuant to this Invitation, the principal amount of Target Bonds for a particular maturity and corresponding CUSIP that remains outstanding will be reduced, which could adversely affect the liquidity and market value of the Target Bonds of that maturity and corresponding CUSIP that remain outstanding.

Ratings. The ratings of the Target Bonds by each applicable rating agency reflect only the views of such organization and any desired explanation of the significance of such ratings and any outlooks or other statements given by such rating agency with respect thereto should be obtained from such rating agency. There is no assurance that the current ratings assigned to the Target Bonds will continue for any given period of time or that any of such ratings will not be revised upward or downward, suspended or withdrawn entirely by any rating agency. Any such upward or downward revision, suspension or withdrawal of such ratings may have an effect on the availability of a market for or the market price of the Target Bonds. Each Bondowner should review such ratings and consult with its financial representatives concerning them.

Market Conditions. The purpose of this Tender Offer is to provide the Authority with the opportunity to purchase a portion of the Target Bonds. The final decision to purchase Target Bonds, and which Target Bonds will be accepted for purchase by the Authority will, in part, be based upon market conditions and other factors outside of the control of the Authority.

Potential Subsequent Transactions. To the extent Target Bonds are not purchased pursuant to this Invitation, the Authority reserves the right to, and may in the future decide to, acquire some or all of the Target Bonds through open market purchases, privately negotiated transactions, subsequent tender offers, exchange offers or otherwise, upon such terms and at such prices as it may determine, which may be more or less than the consideration offered pursuant to this Invitation, which could be cash or other consideration. Any future acquisition of Target Bonds may be on the same terms or on terms that are more or less favorable to Bondowners than the terms described in this Invitation. The Authority also reserves the right in the future to refund (on an advance or current basis) or redeem any remaining portion of outstanding Target Bonds through the issuance of publicly offered or privately placed tax-exempt or taxable bonds. The decision to undertake any such future transactions will depend on various factors existing at that time. There can be no assurance as to which of these alternatives, if any, the Authority may ultimately choose to pursue in the future.

The terms of the Target Bonds that remain outstanding will continue to be governed by the terms of the Indenture related to such Target Bonds. Each of the 2015B Target Bonds, the 2015C Target Bonds and the 2016B Target Bonds maturing on and after July 1, 2027 is subject to redemption in whole or in part, at the option of the Authority on any date on or after July 1, 2026, at a redemption price equal to 100% of the principal amount of the 2015B Target Bonds, the 2015C Target Bonds or the 2016B Target Bonds, respectively, or portions thereof to be redeemed plus accrued but unpaid interest to the date fixed for redemption. Each of the 2017C Target Bonds maturing on and after July 1, 2028 is subject to redemption in whole or in part, at the option of the Authority on any date on or after July 1, 2027, at a redemption price equal to 100% of the principal amount of the 2017C Target Bonds or portions thereof to be redeemed plus accrued but unpaid interest to the date fixed for redemption. Each of the 2020B Target Bonds maturing on and after July 1, 2031 is subject to redemption in whole or in part, at the option of the Authority on any date on or after July 1, 2030, at a redemption price equal to 100% of the principal amount of the 2020B Target Bonds, or portions thereof to be redeemed plus accrued but unpaid interest to the date fixed for redemption. Each of the 2021D Target Bonds maturing on and after July 1, 2032 is subject to redemption in whole or in part, at the option of the Authority on any date on or after January 1, 2032, at a redemption price equal to 100% of the principal amount of the 2021D Target Bonds, or portions thereof to be redeemed plus accrued but unpaid interest to the date fixed for redemption.

The Dealer Managers are not acting as financial or municipal advisors to the Authority in connection with this Tender Offer.

18. The Dealer Managers. References in this Invitation to the Dealer Managers are to Jefferies LLC and Wells Fargo Bank, National Association only in their capacity as the Dealer Managers.

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

The Authority, subject to the terms of the Dealer Manager Agreement, will pay to the Dealer Managers customary fees for their services in connection with this Tender Offer. In addition, the Authority will pay the Dealer Managers their reasonable out-of-pocket costs and expenses relating to this Tender Offer.

The Dealer Managers, including their respective affiliates, are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Dealer Managers and their affiliates have, from time to time, performed, and may in the future perform, a variety of these services for the Authority, for which they received and or will receive customary fees and expenses. In the ordinary course of their various business activities, the Dealer Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities of the Dealer Managers and/or their affiliates may involve securities and instruments of the Authority, including but not limited to Target Bonds which may be tendered for purchase pursuant to this Invitation.

In addition to their role as Dealer Managers in connection with this Tender Offer, the Dealer Managers are currently expected to act as underwriters of the Series 2024B Bonds anticipated to be issued by the Authority as described in the Series 2024B Bonds POS attached as Appendix A and, as such, they will receive compensation in connection with that transaction as well as for acting as Dealer Manager in connection with this Invitation.

19. Information Agent and Tender Agent. The Authority has retained Globic Advisors to serve as Information Agent and Tender Agent in connection with this Tender Offer and has authorized the Dealer Managers to engage the Information Agent and Tender Agent to advise the Authority and the Dealer Managers as to such matters related to the Tender Offer. The Authority will pay the Information Agent and Tender Agent customary fees for its services and will reimburse the Information Agent and Tender Agent for its reasonable out-of-pocket costs and expenses relating to this Tender Offer, subject to the terms of the Dealer Manager Agreement.

20. Available Information; Contact Information. Certain information relating to the Target Bonds and the Authority may be obtained by contacting the Dealer Managers or the Information Agent and Tender Agent at the contact information set forth below. Such information is limited to (i) the Invitation, including the information set forth in the Series 2024B Bonds POS, which is attached hereto as Appendix A, and (ii) information about the Authority available through the EMMA Website.

Investors with questions about this Tender Offer should contact the Dealer Managers or the Information Agent and Tender Agent utilizing the contact information below:

GLOBIC ADVISORS INC., *Invitation Agent and Tender Agent*

Attention: Robert Stevens
(212) 227-9622, rstevens@globic.com
Document Website: www.globic.com/marta

JEFFERIES LLC, *Dealer Manager*
Contact your Jefferies LLC Representative or
Jefferies LLC's Municipal Syndicate Desk, (800) 567-8567, muni_underwriting@jefferies.com

and

WELLS FARGO BANK, NATIONAL ASSOCIATION, *Dealer Manager*
Contact your Wells Fargo Bank, National Association Representative or
Lawrence Stephens, (212) 214-2860, lawrence.stephens@wellsfargo.com

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

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

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

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

By: /s/ Kevin L. Hurley
Kevin L. Hurley
Chief Financial Officer

APPENDIX A

PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED APRIL 22, 2024

NEW ISSUE - BOOK-ENTRY ONLY **SEE "RATINGS" HEREIN**

In the opinion of Holland & Knight LLP, Bond Counsel, as more fully described herein, under existing law and assuming continuing compliance by the Authority (hereinafter defined) with certain tax covenants, interest on the Series 2024 Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and is not treated as an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals under the Code; however, interest on the Series 2024 Bonds is included in the "adjusted financial statement income" of certain corporations on which the federal alternative minimum tax is imposed under the Code. In the opinion of Bond Counsel, interest on the Series 2024 Bonds is exempt from present State of Georgia income taxation. See "TAX MATTERS" herein.

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (GEORGIA)

kestrel

$112,000,000*
SALES TAX REVENUE BONDS,
SERIES 2024A (GREEN BONDS)

$110,000,000*
SALES TAX REVENUE BONDS,
REFUNDING SERIES 2024B (GREEN BONDS)

marta

Dated: Date of Delivery **Due: July 1, as shown on inside front cover**

This cover page contains information regarding above-captioned series of bonds (collectively, the "Series 2024 Bonds") for quick reference only. It is not a summary of the Series 2024 Bonds or the security therefor. Investors should read this entire Official Statement to obtain information necessary to the making of an informed investment decision.

The Series 2024 Bonds will be dated as of their date of delivery, and interest will be payable semiannually on January 1 and July 1 of each year, commencing on July 1, 2024, by check or draft of U.S. Bank Trust Company, National Association, as trustee and paying agent.

The Series 2024 Bonds will be fully registered, in the denominations of $5,000 or any integral multiple thereof, and, when issued, registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as the initial securities depository for the Series 2024 Bonds. Purchases of the beneficial ownership interests in the Series 2024 Bonds will be made in book-entry only form, without certificates. See "DESCRIPTION OF THE SERIES 2024 BONDS–BOOK-ENTRY ONLY BONDS" herein.

The Series 2024 Bonds are limited obligations of the Authority payable solely from and secured solely by a pledge of and first priority lien on receipts of a retail sales and use tax collected in the City of Atlanta, Georgia and Clayton, Fulton and DeKalb Counties, Georgia and a portion of certain ad valorem taxes on motor vehicles collected in Clayton, Fulton and DeKalb Counties, Georgia and deposited with the Trustee pursuant to a Trust Indenture and certain contracts with the City of Atlanta and Fulton and DeKalb Counties and Clayton County, respectively, and State law described herein. The Series 2024 Bonds do not constitute a debt of the State of Georgia or of any city or county thereof. The Authority has no taxing power.

The Series 2024 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as set forth herein.

The Series 2024 Bonds are offered when, as and if issued and accepted by the Underwriters, subject to the approval of legality by Holland & Knight LLP, Bond Counsel, Atlanta, Georgia. Certain legal matters will be passed upon for the Authority by its counsel and disclosure counsel, Kutak Rock LLP, Atlanta, Georgia and for the Underwriters by Hunton Andrews Kurth LLP, Atlanta, Georgia. It is expected that the Series 2024 Bonds in definitive form will be available for delivery through the facilities of DTC in New York, New York on or about May 22, 2024.

Jefferies **Wells Fargo Securities**

Loop Capital Markets **Siebert Williams Shank**

Dated: May __, 2024

* Preliminary; subject to change.

MATURITIES, AMOUNTS, INTEREST RATES, YIELDS, PRICES AND CUSIP NUMBERS

Series 2024A Bonds

Year (July 1)[1]	Principal Amount[1]	Interest Rate	Yield	Price	CUSIP Number[2]
2033	$26,000,000				
2034	27,000,000				
2035	28,000,000				
2037	31,000,000				

Series 2024B Bonds

Year (July 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP Number[2]

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[1] Preliminary, subject to change.

[2] CUSIP numbers have been assigned by an independent company not affiliated with the Authority and are included solely for the convenience of the holders of the Series 2024 Bonds. The Authority is not responsible for the selection or uses of the CUSIP numbers, and no representation is made as to their correctness on the Series 2024 Bonds or as indicated above. CUSIP numbers are subject to being changed after the issuance of the Series 2024 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such Series 2024 Bonds or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of the Series 2024 Bonds.

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
2424 Piedmont Road, N.E.
Atlanta, Georgia 30324
(404) 848-5000

Board of Directors

Kathryn Powers, *Chair*	Clayton County
Jennifer Ide, *Vice Chair*	City of Atlanta
W. Thomas Worthy, *Immediate Past Chair*	Governor Appointee
Roderick Frierson, *Treasurer*	DeKalb County
J. Al Pond, *Secretary*	Fulton County
Stacy Blakley	Fulton County
Jim Durrett	DeKalb County
William F. "Bill" Floyd	DeKalb County
Freda B. Hardage	Fulton County
Sagirah Jones	City of Atlanta
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Valencia Williamson	Clayton County
Russell R. McMurry, *Ex Officio*	State of Georgia
Jannine Miller, *Ex Officio*	State of Georgia

Collie J. Greenwood, *General Manager/CEO*
Kevin L. Hurley, *Chief Financial Officer*

Authority's Counsel and Disclosure Counsel

Kutak Rock LLP
Atlanta, Georgia

Bond Counsel

Holland & Knight LLP
Atlanta, Georgia

Special Counsel

Townsend & Lockett, LLC
Atlanta, Georgia

Financial Advisor

PFM Financial Advisors LLC
Atlanta, Georgia

Economic Consultant

Economic Forecasting Center
Georgia State University
Atlanta, Georgia

No person has been authorized to give information or to make any representation other than those contained in this Official Statement; and, if given or made, such other information or representations must not be relied upon as having been authorized by the Authority. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Series 2024 Bonds offered hereby by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. Any information, estimates and/or expressions of opinion herein are subject to change without notice. The delivery of this Official Statement at any time does not imply that information herein is correct as of any time subsequent to its date. The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with and as part of their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

This Official Statement is not to be construed as a contract with the purchaser(s) of the Series 2024 Bonds. Statements contained in this Official Statement which involve estimates, forecasts, or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of facts.

The information set forth herein has been obtained from the Authority and other sources that are believed to be reliable, but the accuracy or completeness of the information is not guaranteed by the Authority.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

The Preliminary Official Statement has been deemed final by the Authority for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, except for the permitted omissions described in paragraph (b)(1) of Rule 15c2-12.

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OFFICIAL STATEMENT

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (Georgia)

$112,000,000*
Sales Tax Revenue Bonds,
Series 2024A (Green Bonds)

$110,000,000*
Sales Tax Revenue Bonds,
Refunding Series 2024B (Green Bonds)

INTRODUCTION

General

The purpose of this Official Statement, which includes the cover page, inside cover page and the appendices hereto, is to set forth information in connection with the issuance by the Metropolitan Atlanta Rapid Transit Authority (the "Authority") of its Sales Tax Revenue Bonds, Series 2024A (Green Bonds) in the aggregate principal amount of $112,000,000* (the "Series 2024A Bonds") and its Sales Tax Revenue Bonds, Refunding Series 2024B (Green Bonds) in the aggregate principal amount of $110,000,000* (the "Series 2024B Bonds" and together with the Series 2024A Bonds, the "Series 2024 Bonds"). The Series 2024 Bonds are being issued pursuant to a Trust Indenture dated as of October 1, 2003 (the "Original Indenture"), as supplemented and amended from time to time, including by a Thirty-First Supplemental Trust Indenture dated as of May 1, 2024 (the Original Indenture as supplemented and amended, the "Indenture"), each by and between the Authority and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association as successor to SunTrust Bank), as trustee (the "Trustee"), and a resolution adopted by the Authority on November 3, 2003, as supplemented from time to time including by a resolution adopted by the Authority on May __, 2024 (the "Bond Resolution").

U.S. Bank Trust Company, National Association is Bond Registrar (the "Registrar"), Paying Agent (the "Paying Agent") and Authenticating Agent (the "Authenticating Agent") with respect to the Series 2024 Bonds, and has a corporate trust office located in Atlanta, Georgia. Certain capitalized terms used in this Official Statement and not otherwise defined herein have the meanings set forth in Appendix C attached hereto.

The Authority and the System

The Authority is a public body corporate and joint public instrumentality of the City of Atlanta ("Atlanta"), Fulton County ("Fulton"), DeKalb County ("DeKalb"), Cobb County ("Cobb"), Clayton County ("Clayton") and Gwinnett County ("Gwinnett"), Georgia, created and existing under the laws of the State of Georgia (the "State") including the Metropolitan Atlanta Rapid Transit Authority Act of 1965 (Ga. Laws 1965, p. 2243), as amended (the "Act"), and a 1964 Amendment to the Georgia Constitution (Ga. Laws 1964, p. 1008). The Authority was created for the purposes of planning, constructing, financing, and operating a rapid transit system (the "System").

Pursuant to the Act, the Authority, Atlanta, Fulton, DeKalb, Clayton, and Gwinnett entered into a Rapid Transit Contract and Assistance Agreement dated as of September 1, 1971 (as amended, the "Contract"). Cobb is not a party to the Contract. Fulton and DeKalb, which include all of Atlanta within

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* Throughout this Preliminary Official Statement, the asterisk indicates information that is preliminary and subject to change.

their boundaries, approved the Contract pursuant to 1971 referenda. Under the terms of the Contract, Fulton and DeKalb are obligated to levy a retail sales and use tax for rapid transit purposes (the "Fulton and DeKalb Sales Tax") in consideration of the Authority's undertaking to acquire, construct, improve, operate and maintain the System. Atlanta agreed to assist in the development of the System through the dedication of public rights of way, the exercise of the power of eminent domain and other acts of assistance pursuant to the Contract. Clayton and Gwinnett, pursuant to 1971 referenda, did not approve the Contract, and Gwinnett has not pledged any tax or other revenues to the Authority. The Contract did not become binding and is not binding on Gwinnett. The Contract became binding upon Clayton in connection with a 2014 referendum and the approval by the Authority and Clayton of the hereinafter described Clayton Contact.

Pursuant to the Act, the Authority and Clayton entered into a Rapid Transit Contract dated as of July 5, 2014 (the "Clayton Contract"). On November 4, 2014, a majority of the voters in Clayton approved the levy of a sales and use tax for rapid transit purposes (the "Clayton Sales Tax"). Under the terms of the Clayton Contract, Clayton is obligated to levy the Clayton Sales Tax, which levy began in March 2015, in consideration of the Authority's undertaking to acquire, construct, improve, operate and maintain the System, including the extension of transit services into Clayton. In addition, the Contract is incorporated by reference into the Clayton Contract.

Pursuant to the Act and the Contract, the Fulton and DeKalb Sales Tax is currently to be levied at the rate of 1% until June 30, 2057, and pursuant to the Act, at a rate of ½ of 1% thereafter. Pursuant to the Clayton Contract and the Act, Clayton is obligated to levy the Clayton Sales Tax at the maximum rate permitted under the Act, which is currently the rate of 1% until June 30, 2057. See "THE SALES TAX AND TAVT RECEIPTS—Rate of Tax Levy" herein.

Pursuant to Section 32-9-14, Official Code of Georgia Annotated (the "Atlanta Sales Tax Act"), Atlanta is authorized to levy a sales and use tax for rapid transit purposes (the "Atlanta Sales Tax" and together with the Fulton and DeKalb Sales Tax and the Clayton Sales Tax, the "Sales Tax") which tax is in addition to the Fulton and DeKalb Sales Tax collected within Atlanta. On November 8, 2016, a majority of the voters (i.e., approximately 71%) in Atlanta approved the levy of the Atlanta Sales Tax at the rate of 0.50% (the "Atlanta Sales Tax Referendum"). Atlanta began levying and collecting the Atlanta Sales Tax on March 1, 2017.

With respect to additional information relating to the Authority, see "THE AUTHORITY AND THE SYSTEM" herein.

The System and its development are based upon a plan developed by the Authority in 1971, as amended from time to time. The System's major components include a fixed rail transit system and a bus system providing local bus service. The Authority presently has approximately 514 buses and 239 Mobility paratransit vans with which it renders extensive bus service throughout Fulton and DeKalb and limited service into Clayton, Gwinnett, and Cobb. Fixed rail passenger service, which was inaugurated in June 1979, is presently operated with over 47.6 miles of East-West and North-South Lines and 38 stations in Fulton and DeKalb. As presently contemplated under the Authority's development plan, the fixed rail portion of the System will ultimately consist of 60 miles of double track with 45 stations. See "THE AUTHORITY AND THE SYSTEM-The Rapid Transit System" herein.

Continuing Disclosure Undertaking

As described herein under "CONTINUING DISCLOSURE UNDERTAKING," the Authority has agreed to certain covenants designed to assist the Underwriters in complying with Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended ("Rule 15c2-12").

Bondholders' Risks

There are certain considerations and risks relating to an investment in the Series 2024 Bonds, which are set forth in this Official Statement under the caption "INVESTMENT CONSIDERATIONS" and which should be reviewed carefully by prospective purchasers of the Series 2024 Bonds. See "INVESTMENT CONSIDERATIONS" herein.

Miscellaneous

This Official Statement contains information only as of its date, and the information contained herein is subject to change. This Official Statement contains brief descriptions of the System, the Sales Tax, the Series 2024 Bonds, the Indenture, the Contract and the Clayton Contract. All references and summaries of all documents referred to herein do not purport to be comprehensive or definitive and are qualified by reference to all such documents for full and complete statements of the terms thereof. Copies of the Indenture, the Contract and the Clayton Contract may be obtained from the Trustee at the following address: U.S. Bank Trust Company, National Association, 2 Concourse Parkway, Suite 800, Atlanta, Georgia 30328-5588, Attention: Global Corporate Trust.

This Official Statement contains forecasts, projects and estimates that are based upon current expectations but are not intended as representations of fact or guarantees of results. If and when included in this Official Statement, the words "expects," "forecasts," "projects," "intends," "anticipates," "estimates" and analogous expressions are intended to identify forward-looking statements as defined in the Securities Act of 1933, as amended, and any such statements inherently are subject to a variety of risks and uncertainties which could cause actual results to differ materially from those contemplated in such forward-looking statements. These forward-looking statements speak only as of the date of this Official Statement. The Authority disclaims any obligation or undertaking to release publicly any updates or revisions of any forward-looking statement contained in this Official Statement to reflect any change in the Authority's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

This introduction is subject in all respects to more complete information contained in this Official Statement. This introduction is only a brief description and a full review should be made of this entire Official Statement, as well as of the documents summarized or described herein.

DESCRIPTION OF THE SERIES 2024 BONDS

General

The Series 2024 Bonds will bear interest at the rates per annum and mature on the dates and in the principal amounts set forth on the inside front cover page of this Official Statement. The Series 2024 Bonds will be issued in fully registered form in denominations of $5,000 or any integral multiple thereof. The Series 2024 Bonds will be dated as of their date of delivery. Interest on the Series 2024 Bonds will be payable semiannually on each January 1 and July 1 (each, an "Interest Payment Date"), commencing on July 1, 2024. To the extent that the Series 2024 Bonds are no longer in the book-entry only system, interest will be paid to the owner of each Series 2024 Bond as shown on the registration books kept by the Registrar as of the Regular Record Date (*i.e.*, the June 15 or December 15 next preceding the applicable Interest Payment Date) by check or draft mailed to such registered owner at such owner's address as it appears on the registration books of the Registrar or at such other address as is furnished in writing to the Registrar; provided, however, that at the option of any owner of at least $1,000,000 of Series 2024 Bonds, payment will be made by wire transfer. Principal of on the Series 2024 Bonds are payable when due, upon surrender of the Series 2024 Bonds at the principal office of the Paying Agent, in lawful money of the United States of America. See "–Book-Entry Only Bonds" herein.

The Registrar maintains books for the registration and transfer of Series 2024 Bonds. The Trustee and the Authority may deem and treat the person in whose name a Series 2024 Bond is registered on the registration books maintained by the Registrar as the absolute owner thereof for all purposes. To the extent that the Series 2024 Bonds are no longer in the book-entry only system, the Series 2024 Bonds are transferable by the owner thereof in person or by such person's duly appointed attorney, upon surrender for transfer at the principal office of the Registrar, as Authenticating Agent. Series 2024 Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Series 2024 Bonds of like maturity and interest rate. See "–Book-Entry Only Bonds" herein.

No charge will be made for exchange or transfer of the Series 2024 Bonds, except the Authority or the Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar will not be required to transfer or exchange any Series 2024 Bond during a period of 15 days next preceding any Interest Payment Date for such Series 2024 Bonds.

Optional Redemption

The Series 2024 Bonds are subject to redemption prior to maturity at the option of the Authority, in whole or in part at any time, on or after January 1, 20__* and in integral multiples of $5,000 from any moneys available therefor, at a redemption price of 100% of the principal amount of Series 2024 Bonds or portions thereof to be redeemed, plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2024A Bonds maturing on July 1, 20__ are subject to mandatory sinking fund redemption in part from time to time prior to maturity on July 1 of the years and in the principal amounts indicated below, without premium, plus accrued interest to the redemption date (the 20__ amount to be paid rather than redeemed):

Year	Principal Amount

The Series 2024B Bonds maturing on July 1, 20__ are subject to mandatory sinking fund redemption in part from time to time prior to maturity on July 1 of the years and in the principal amounts indicated below, without premium, plus accrued interest to the redemption date (the 20__ amount to be paid rather than redeemed):

Year	Principal Amount

Notice of Redemption and Method of Selection

Notice of redemption will be given by first-class mail not less than 30 nor more than 60 days prior to the redemption date to each registered owner of the Series 2024 Bonds called for redemption at the address shown on the registration books maintained by the Registrar. Each such notice of redemption will specify the redemption date and whether such redemption is conditioned upon any event or condition precedent. If notice of redemption has been given as described above and if payment of the redemption price has been duly provided for and any other condition precedent satisfied on the redemption date, then interest on such Series 2024 Bonds will cease to accrue, and the owners of such Series 2024 Bonds will have no rights with respect to such Series 2024 Bonds, and the owners of such Series 2024 Bonds shall have no rights under the Indenture except to receive payment of the redemption price and unpaid interest accrued to the redemption date.

If less than all of a maturity of the Series 2024 Bonds is to be redeemed, the particular Series 2024 Bonds or portion of Series 2024 Bonds will be redeemed in order of maturity selected by the Authority and by lot within a maturity.

Book-Entry Only Bonds

The information concerning The Depository Trust Company ("DTC"), New York, New York, and the book-entry only system set forth below and in Appendix E attached hereto has been obtained from DTC. The Authority makes no representation or warranty regarding the accuracy or completeness of such information.

The Series 2024 Bonds initially will be delivered in the form of fully registered, book-entry only bonds. Upon initial delivery, the ownership of the Series 2024 Bonds will be registered in the registry books kept by the Registrar in the name of Cede & Co., as nominee of DTC, which will act as the initial securities depository for the Series 2024 Bonds (the "Bond Depository") with respect to the Series 2024 Bonds, under a book-entry only system. Purchasers of the Series 2024 Bonds (the "Beneficial Owners") will not receive certificates representing their interest in the Series 2024 Bonds. Purchases of beneficial interests in the Series 2024 Bonds will be made in book-entry only form in authorized denominations by credit to participating broker-dealers and other institutions on the books of DTC. Principal of and interest on the Series 2024 Bonds will be payable by the Paying Agent directly to DTC as the registered owner thereof. Disbursement of such payments to the DTC Participants (as defined hereinafter) is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC Participants and Indirect Participants (as defined hereinafter), as more fully described herein. Any purchaser of beneficial interests in the Series 2024 Bonds must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2024 Bonds. For a description of the book-entry only system, DTC, and the payment of principal of and interest on the Series 2024 Bonds in the book-entry only system, see Appendix E, "DESCRIPTION OF BOOK-ENTRY ONLY SYSTEM" attached hereto.

Authorization for and Validation of the Series 2024 Bonds

The Series 2024 Bonds are being issued under and pursuant to the Act, the Contract, the Clayton Contract, the Atlanta Sales Tax Act, the Indenture and the Bond Resolution. The Act requires that the Authority's revenue bonds be confirmed and validated in accordance with the Georgia Revenue Bond Law. Proceedings were instituted in the Superior Court of Fulton County, Georgia, and such Court entered orders on February 16, 2004, November 24, 2004, January 3, 2007, December 8, 2008, October 8, 2013, November 3, 2015, December 3, 2019 and October 8, 2020, respectively, confirming and validating the hereinafter defined Bonds, including the Series 2024 Bonds, and the security therefor. Georgia law provides that the judgment of the Superior Court of Fulton County, Georgia, validating the issuance of the Bonds and the security therefor, shall be forever conclusive as to the validity of the Bonds and the security therefor against the Authority and any municipality, county, authority, subdivision, instrumentality or department of the State which is contracting with the Authority and which is a party to the validation proceedings.

DESIGNATION OF SERIES 2024 BONDS AS GREEN BONDS

Green Bonds Designation

Per the International Capital Market Association ("ICMA"), Green Bonds are any type of bond instrument where the proceeds will be exclusively applied to finance or re-finance, in part or in full, new and/or existing eligible Green Projects and which are aligned with the four core components of the Green Bond Principles. The four core components are: (1) Use of Proceeds; (2) Process for Project Evaluation and Selection; (3) Management of Proceeds; and (4) Reporting.

Kestrel has determined that the Series 2024 Bonds are in conformance with the four core components of the ICMA Green Bond Principles, as described in Kestrel's 'Second Party Opinion', which is attached hereto as Appendix F.

The term "Green Bonds" is neither defined in nor related to any provisions of the Indenture. No party, including the Authority and the Underwriters, has any obligation to ensure that the Series 2024 Bonds comply with any legal or other standards or principles that may be related to "Green Bonds," whether now existing or as may be developed in the future.

Independent Second Party Opinion on Green Bonds Designation and Disclaimer

For over 20 years, Kestrel has been consulting in sustainable finance. Kestrel is an Approved Verifier accredited by the Climate Bonds Initiative and an Observer for the ICMA Green Bond Principles and Social Bond Principles. Kestrel reviews transactions in all asset classes worldwide for alignment with ICMA Green Bond Principles, Social Bond Principles, Sustainability Bond Guidelines and the Climate Bonds Initiative Standards and Criteria.

The Second Party Opinion issued by Kestrel does not and is not intended to make any representation or give any assurance with respect to any other matter relating to the Series 2024 Bonds. Second Party Opinions provided by Kestrel are not a recommendation to any person to purchase, hold, or sell the Series 2024 Bonds and designations do not address the market price or suitability of the Series 2024 Bonds for a particular investor and do not and are not in any way intended to address the likelihood of timely payment of interest or principal when due.

In issuing the Second Party Opinion, Kestrel has assumed and relied upon the accuracy and completeness of the information made publicly available by the Authority or that was otherwise made available to Kestrel.

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ESTIMATED SOURCES AND USES OF PROCEEDS OF THE SERIES 2024 BONDS

The following table presents the estimated sources and uses of funds of the Series 2024 Bonds:

	2024A	2024B
Sources:		
Par Amount		
Original Issue [Premium / Discount]		
Sinking Fund Moneys for the Purchased Bonds		
Total Sources		
Uses:		
Project Fund		
Purchase Price of Purchased Bonds		
Costs of Issuance[1]		
Total Uses		

[1] Includes legal fees, financial advisory fees, rating agency fees, original purchaser's discount, printing costs and certain other costs related to the issuance of the Series 2024 Bonds.

PLAN OF FINANCE AND REFUNDING

Series 2024A Bonds

The Authority will use a portion of the proceeds of the Series 2024A Bonds for the purpose of (1) financing various capital projects to enhance life safety and maintain the System in a state of good repair and (2) paying all or a portion of the costs of issuing the Series 2024A Bonds. The capital projects to be financed with the proceeds of the Series 2024A Bonds may include, but are not limited to, the following: bus procurement; bus midlife overhaul; rail car replacement program; rail car life extension programs; service vehicles; paratransit vans; train control systems upgrade; rail station rehabilitation; elevator and escalator rehabilitation; track and structure renovation and rehabilitation; auxiliary and traction power systems; roofing rehabilitation program; emergency trip station; system-wide station phone upgrade; radio system upgrade program; and smart restrooms. See "ESTIMATED SOURCES AND USES OF THE SERIES 2024 BONDS."

Series 2024B Bonds

The Authority intends to use a portion of the proceeds of the Series 2024B Bonds to refinance all or a portion of the Authority's outstanding (1) Sales Tax Revenue Bonds (Third Indenture Series), Series 2015B (the "Series 2015B Bonds"), (2) Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2015C (the "Series 2015C Bonds"), (3) Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2016B (the "Series 2016B Bonds"), (4) Sales Tax Revenue Bonds, Refunding Series 2017C (the "Series 2017C Bonds"), (5) Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2020B (the "Series 2020B Bonds") and (6) Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2021D (Green Bonds) (the "Series 2021D Bonds"). See "ESTIMATED SOURCES AND USES OF THE SERIES 2024 BONDS."

Series 2015B Bonds. The Series 2015B Bonds were issued in the original principal amount of $88,485,000 for the purpose of (1) financing various capital projects to enhance life safety and maintain the System in a state of good repair and (2) paying the costs of issuing the Series 2015B Bonds.

Series 2015C Bonds. The Series 2015C Bonds were issued in the original principal amount of $93,085,000 for the purpose of refunding a portion of the Authority's outstanding Sales Tax Revenue Bonds (Third Indenture Series) Refunding Series 2007B issued in the original aggregate principal amount of $389,830,000 (the "Series 2007B Bonds"). A portion of the proceeds from the sale of the Series 2007B Bonds were used for the purpose of refunding all of the Authority's Sales Tax Revenue Commercial Paper Bond Anticipation Notes (Third Indenture Series), Series 2004A in an aggregate principal amount not to exceed $200,000,000 (the "Series 2004A Notes") and its Sales Tax Revenue Commercial Paper Bond Anticipation Notes (Third Indenture Series), Series 2004B in an aggregate principal amount not to exceed $200,000,000 (the "Series 2004B Notes" and together with the Series 2004A Notes, the "Series 2004 Notes"). The Series 2004 Notes were issued for the purpose of providing funds to finance certain construction and developments costs incurred in connection with the extension of the System and to pay certain costs of issuance.

Series 2016B Bonds. The Series 2016B Bonds were issued in the original principal amount of $242,985,000 for the purpose of refunding all of the Authority's outstanding Series 2007B Bonds.

Series 2017C Bonds. The Series 2017C Bonds were issued in the original principal amount of $263,545,000 for the for the purpose of refunding all of the Authority's outstanding Sales Tax Revenue Bonds (Third Indenture Series), Series 2009A originally issued in the aggregate principal amount of $250,000,000 (the "Series 2009A Bonds"). The Series 2009A Bonds were issued for the purpose of providing funds to finance certain capital projects to enhance life safety and maintain the System in a state of good repair, fund a debt service reserve fund for the Series 2009A Bonds and pay certain costs of issuance.

Series 2020B Bonds. The Series 2020B Bonds were issued in the original principal amount of $270,145,000 for the purpose of (i) refunding and defeasing a portion of the Authority's outstanding Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2012A (the "Series 2012A Bonds") and (ii) paying certain costs of issuance of the Series 2020B Bonds. The Series 2012A Bonds were issued in the original aggregate principal amount $311,075,000 for the purpose of providing funds to refund all of the Authority's Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2007C-1 in the aggregate principal amount of $101,000,000 (the "Series 2007C-1 Notes"), its Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2007C-2 in the aggregate principal amount of $99,000,000 (the "Series 2007C-2 Notes"), and its Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2007D-1 in the aggregate principal amount of $124,000,000 (the "Series 2007D-1 Notes" and together with the Series 2007C-1 Notes and the Series 2007C-2 Notes, the "Series 2007 Notes"). The Series 2007 Notes were issued for the purpose of providing funds to finance certain construction and development costs incurred in connection with the extension of the System and to pay certain costs of issuance.

Series 2021D Bonds. The Series 2021D Bonds were issued in the original principal amount of $275,630,000 for the purpose of (i) refunding and defeasing a portion of the Authority's outstanding Sales Tax Revenue Bonds (Third Indenture Series), Refunding and New Money Series 2014A (the "Series 2014A Bonds") and the Authority's outstanding Sales Tax Revenue Bonds (Third Indenture Series), Series 2015A (the "Series 2015A Bonds") and (ii) paying certain costs of issuance of the Series 2021D Bonds.

The Series 2014A Bonds were issued in the original aggregate principal amount $286,700,000 for the purpose of providing funds to (i) finance various capital projects to enhance life safety and maintain the

System in a state of good repair, (ii) pay, when due, all of the Authority's (a) Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2012C-1 in the aggregate principal amount of \$50,000,000 (the "Series 2012C-1 Notes"), (b) Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2012C-2 in the aggregate principal amount of \$50,000,000 (the "Series 2012C-2 Notes"), (c) Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2012D-1 in the aggregate principal amount of \$50,000,000 (the "Series 2012D-1 Notes") and (d) Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2012D-2 in the aggregate principal amount of \$50,000,000 (the "Series 2012D-2 Notes" and together with the Series 2012C-1 Notes, the Series 2012C-2 Notes and the Series 2012D-1 Notes, the "Series 2012 Notes") and (iii) pay certain costs of issuance of the Series 2014A Bonds. The Series 2012 Notes were issued for the purpose of providing funds to finance certain construction and development costs incurred in connection with the extension of the System and to pay certain costs of issuance of the Series 2012 Notes.

The Series 2015A Bonds were issued in the original aggregate principal amount \$87,015,000 for the purpose of providing funds to finance various capital projects to enhance life safety and maintain the System in a state of good repair and to pay certain costs of issuance of the Series 2015A Bonds.

Application of Proceeds. The proceeds of the Series 2024B Bonds will be used to (i) pay the purchase price of any outstanding Series 2015B Bonds, Series 2015C Bonds, Series 2016B Bonds, Series 2017C Bonds, Series 2020B Bonds and Series 2021D Bonds validly tendered and accepted for cash purchase (collectively, the "Target Bonds") pursuant to the Authority's Invitation to Tender Bonds dated April 22, 2024 (the "Invitation to Tender"), if any, and (ii) pay certain costs of issuance of the Series 2024B Bonds and the Tender Offer (hereinafter defined).

Tendered for Purchase – Series 2015B Bonds, Series 2015C Bonds, Series 2016B Bonds, Series 2017C Bonds, Series 2020B Bonds and Series 2021D Bonds. On April 22, 2024, the Authority, with the assistance of Jefferies LLC ("Jefferies") and Wells Fargo Bank, National Association, in their capacity as dealer managers (the "Dealer Managers"), released the Invitation to Tender inviting owners of all or a portion of the outstanding Target Bonds to tender such bonds for purchase by the Authority and subsequent cancellation (the "Tender Offer") on the terms and conditions set forth in the Invitation to Tender. Pursuant to the Invitation to Tender, owners may tender their Target Bonds and, subject to the conditions set forth in the Invitation to Tender, on or about the date of issuance and delivery of the Series 2024B Bonds, the Authority expects to purchase some or all of the validly tendered Target Bonds for cash at the purchase prices and on the other terms and conditions set forth in the Invitation to Tender, as supplemented or amended via pricing notice or otherwise. The validly tendered Target Bonds to be purchased by the Authority (which constitute the "Purchased Bonds" for purposes of this Official Statement and are more fully described below) will be cancelled on the date of issuance and delivery of the Series 2024B Bonds and will no longer be deemed outstanding.

The Authority expects to pay the purchase price for the Purchased Bonds on the date of issuance and delivery of the Series 2024B Bonds, together with the costs related thereto, from (a) a portion of the proceeds of the Series 2024B Bonds, and (b) certain available funds of the Authority held in trust for the beneficial owners of the Purchased Bonds. Target Bonds not purchased pursuant to the Invitation to Tender will remain outstanding. See "ESTIMATED SOURCES AND USES OF THE SERIES 2024 BONDS."

The Purchased Bonds are as follows:

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds (Third Indenture Series),
Series 2015B*

Maturity Date (July 1)	Interest Rate	Par Amount Outstanding	CUSIP Number (Base No. 591745)	Amount Purchased for Cash
2041	5.00%	$ 6,265,000	W83	
2042	5.00	7,615,000	W91	
2043	5.00	11,460,000	X25	
2044	5.00	10,110,000	X33	
2045	5.00	28,850,000	X41	

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds (Third Indenture Series),
Refunding Series 2015C*

Maturity Date (July 1)	Interest Rate	Par Amount Outstanding	CUSIP Number (Base No. 591745)	Amount Purchased for Cash
2028	5.00%	$23,795,000	X74	
2029	5.00	24,945,000	X82	

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds (Third Indenture Series),
Refunding Series 2016B*

Maturity Date (July 1)	Interest Rate	Par Amount Outstanding	CUSIP Number (Base No. 591745)	Amount Purchased for Cash
2030	5.00%	$25,515,000	X90	
2031	5.00	26,750,000	Y24	
2032	5.00	28,040,000	Y32	
2036	5.00	34,080,000	Y73	

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds,
Refunding Series 2017C*

Maturity Date (July 1)	Interest Rate	Par Amount Outstanding	CUSIP Number (Base No. 591745)	Amount Purchased for Cash
2033	4.00	$15,835,000	3E2	
2034	4.00	16,465,000	3F9	

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds,
Federally Taxable Refunding Series 2020B*

Maturity Date (July 1)	Interest Rate	Par Amount Outstanding	CUSIP Number (Base No. 591745)	Amount Purchased for Cash
2025	0.73%	$1,780,000	6P4	
2026	0.99	9,725,000	6Q2	
2027	1.14	960,000	6R0	
2028	1.36	1,575,000	6S8	
2029	1.51	705,000	6T6	
2030	1.66	1,120,000	6U3	
2031	1.86	14,905,000	6V1	
2032	1.96	17,720,000	6W9	
2033	2.06	14,100,000	6X7	
2034	2.18	20,525,000	6Y5	
2035	2.36	17,970,000	6Z2	
2036	2.41	18,855,000	7A6	
2037	2.51	9,430,000	7B4	
2038	2.65	9,670,000	7C2	
2040	2.68	92,585,000	7E8	

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds,
Federally Taxable Refunding Series 2021D (Green Bonds)*

Maturity Date (July 1)	Interest Rate	Par Amount Outstanding	CUSIP Number (Base No. 591745)	Amount Purchased for Cash
2025	1.315%	$5,820,000	8G2	
2026	1.515	7,125,000	7R9	
2027	1.646	3,785,000	7S7	
2028	1.746	10,170,000	7T5	
2029	1.911	3,850,000	7U2	
2030	2.011	9,610,000	7V0	
2031	2.111	8,810,000	7W8	
2032	2.211	9,915,000	7X6	
2033	2.411	4,930,000	7Y4	
2034	2.561	5,035,000	7Z1	
2035	2.641	8,720,000	8A5	
2036	2.741	7,355,000	8B3	
2045	2.981	123,150,000	8C1	

Owners of the Target Bonds must review the Invitation to Tender (including the appendices attached thereto) for further information regarding the Authority's Tender Offer. This description is not intended to summarize the terms of the Invitation to Tender or solicit offers to tender Target Bonds, and reference is made to the Invitation to Tender for a complete discussion of the terms of the Tender Offer and the conditions for settlement of the Target Bonds validly tendered and accepted for purchase. The Authority filed the Invitation to Tender with the MSRB through its EMMA System.

The Dealer Managers will receive a customary fee for their services and will be reimbursed for any expenses they occur as the Dealer Managers. Jefferies and Wells Fargo Bank, National Association are also Underwriters of the Series 2024 Bonds. See "UNDERWRITING."

SECURITY FOR THE SERIES 2024 BONDS

Limited Obligations

The Series 2024 Bonds are limited obligations of the Authority payable solely from and secured by (i) a pledge of and lien on receipts from Fulton and DeKalb under the Contract (the "Fulton and DeKalb Sales Tax Receipts"), from Clayton under the Clayton Contract (the "Clayton Sales Tax Receipts") and from Atlanta pursuant to the Atlanta Sales Tax Act (the "Atlanta Sales Tax Receipts" and together with the Fulton and DeKalb Sales Tax Receipts and the Clayton Sales Tax Receipts, the "Sales Tax Receipts") and (ii) a pledge of and lien on a portion of certain title ad valorem taxes on motor vehicles ("TAVT Receipts") to be paid by Clayton, Fulton and DeKalb to the Authority pursuant to Section 48-5C-1 et seq., Official Code of Georgia Annotated (the "TAVT Act"), which are deposited with the Trustee. The Series 2024 Bonds do not constitute a debt of the State of Georgia or any city or county thereof. The Authority has no taxing power. The Authority has not pledged any revenue which it may derive from its operations or from any source other than the Sales Tax Receipts and TAVT Receipts to the payment of the Bonds, including the Series 2024 Bonds. The Authority has made no pledge of, nor granted any security interest in, any property of the System for the benefit of the holders or owners of the Bonds.

Pledge of Indenture

Under the Indenture, the Authority has pledged to the Trustee for the benefit of the owners of the Series 2024 Bonds (i) receipts from Fulton and DeKalb under the Contract, which consist primarily of the Fulton and DeKalb Sales Tax Receipts, (ii) receipts from Clayton under the Clayton Contract, which consist primarily of the Clayton Sales Tax Receipts, (iii) receipts from Atlanta under the Atlanta Sales Tax Act, which consist of the Atlanta Sales Tax Receipts, and (iv) the TAVT Receipts from Clayton, Fulton and DeKalb. See "SECURITY FOR THE SERIES 2024 BONDS–Outstanding Bonds" herein.

The Contract, the Clayton Contract, and the Atlanta Sales Tax Act

Pursuant to the Contract and the Act, Fulton and DeKalb are obligated to levy the Fulton and DeKalb Sales Tax at the maximum rate permitted under the Act, which is currently the rate of 1% until June 30, 2057. See "THE SALES TAX" herein. The obligations of Fulton and DeKalb under the Contract to make payments to the Authority from the levy of the Fulton and DeKalb Sales Tax are absolute and unconditional, and such payments are not to abate or be reduced for any reason, including damage or destruction to the System or interruption or stoppage of service. Fulton and DeKalb are not entitled under the Contract to exercise any right of setoff or any similar right with respect to such payments or to withhold any such payments because of any claimed breach of the Contract by the Authority or any other party thereto.

Pursuant to the Clayton Contract and the Act, Clayton is obligated to levy the Clayton Sales Tax at the maximum rate permitted under the Act, which is currently the rate of 1% until June 30, 2057. See "THE SALES TAX" herein. The Clayton Contract currently expires on July 1, 2057. The obligations of Clayton under the Clayton Contract to make payments to the Authority from the levy of the Clayton Sales Tax are absolute and unconditional, and such payments are not to abate or be reduced for any reason, including damage or destruction to the System or interruption or stoppage of service. Clayton is not entitled under the Clayton Contract to exercise any right of setoff or any similar right with respect to such payments or to withhold any such payments because of any claimed breach of the Clayton Contract by the Authority or any other party thereto.

Pursuant to the Atlanta Sales Tax Act and the Atlanta Sales Tax Referendum, Atlanta is authorized to levy the Atlanta Sales Tax at the maximum rate permitted by the Atlanta Sales Tax Act, which is the rate of 0.50% and is in addition to the Fulton and DeKalb Sales Tax collected in Atlanta. See "THE SALES TAX" herein. The Atlanta Sales Tax will run concurrently as to duration of the levy with the Fulton and DeKalb Sales Tax.

Outstanding Bonds

The Authority previously issued the following Bonds pursuant to the Indenture: (i) Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Commercial Paper Bond Anticipation Notes (Third Indenture Series), Series 2004A in an aggregate principal amount not to exceed $200,000,000 (the "Series 2004A Notes") and Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Commercial Paper Bond Anticipation Notes (Third Indenture Series), Series 2004B in an aggregate principal amount not to exceed $200,000,000 (the "Series 2004B Notes" and together with the Series 2004A Notes, the "Series 2004 Notes"); (ii) $190,490,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series) Refunding Series 2005A (the "Series 2005A Bonds"); (iii) $162,375,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series) Refunding Series 2006A (the "Series 2006A Bonds"); (iv) $145,725,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series) Refunding Series 2007A (the "Series 2007A Bonds"); (v) $389,830,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series) Refunding Series 2007B Bonds; (vi) the Series 2007C-1 Notes, (vii) the Series 2007C-2 Notes; (viii) the Series 2007D-1 Notes; (ix) $250,000,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series) Series 2009A (the "Series 2009A Bonds"); (x) the Series 2012A Bonds; (xi) $17,930,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series) Refunding Series 2012B (the "Series 2012B Bonds"); (xii) $50,000,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2012C-1 (the "Series 2012C-1 Notes"); (xiii) $50,000,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2012C-2 (the "Series 2012C-2 Notes"); (xiv) $50,000,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2012D-1 (the "Series 2012D-1 Notes"); (xv) $50,000,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2012D-2 (the "Series 2012D-2 Notes"); (xvi) $22,980,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series) Refunding Series 2013A (the "Series 2013A Bonds"); (xvii) $286,700,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series) Refunding and New Money Series 2014A (the "Series 2014A Bonds"); (xviii) $87,015,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series) Series 2015A (the "Series 2015A Bonds"); (xix) $88,485,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series) Series 2015B (the "Series 2015B Bonds"); (xx) $93,085,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series) Refunding Series 2015C (the "Series 2015C Bonds"); (xxi) $90,260,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series) Refunding Series 2016A (the "Series 2016A Bonds"); (xxii) $242,985,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series) Refunding Series 2016B (the "Series 2016B Bonds"); (xxiii) $100,815,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series) Series 2017A (the "Series 2017A Bonds"); (xxiv) $180,800,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Variable Rate Sales Tax Revenue Bonds, Refunding Series 2017B (the "Series 2017B Bonds"); (xxv) $263,545,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Refunding Series 2017C (the "Series 2017C Bonds"); (xxvi) $55,845,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Refunding Series 2017D (the "Series 2017D Bonds"); (xxvii) $165,875,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Refunding Series 2018A (the "Series 2018A Bonds"); (xxviii) $117,500,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Variable Rate Sales Tax Revenue Bonds, Series 2018B (the "Series 2018B Bonds"); (xxix) $130,790,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Series 2019A (the "Series 2019A Bonds"); (xxx) $132,330,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Series 2020A (the "Series 2020A Bonds"); (xxxi) $270,145,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2020B (the "Series 2020B Bonds"); (xxxii) $117,500,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Variable Rate Sales Tax Revenue Bonds, Refunding Series 2021A (the "Series 2021A Bonds"); (xxxiii) $275,630,000,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2021D (Green Bonds) (the "Series 2021D Bonds"); (xxxiv) $60,950,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Tax-Exempt Refunding Series 2021E-1 (Green Bonds) (the "Series 2021E-1 Bonds"); (xxxv) $32,983,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Tax-Exempt Refunding Series 2021E-2 (Green Bonds) (the "Series 2021E-2 Bonds"), (xxxvi) $65,025,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Refunding Series 2023A (Green Bonds) (the "Series 2023A Bonds") and (xxxvii) $112,505,000 aggregate principal amount of Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Series 2023B (Green Bonds) (the "Series 2023B Bonds"). The bonds and notes described in the immediately preceding sentence were issued pursuant to the Indenture, but the preceding sentence does not include any subordinated indebtedness issued by the Authority pursuant to the Indenture. See "SECURITY FOR THE SERIES 2024 BONDS—Subordinate Indebtedness." The Series 2004 Notes were refunded with the proceeds from the Series 2007B Bonds. The Series 2007C-1 Notes, the Series 2007C-2 Notes, and the Series 2007D-1 Notes were refunded with a portion of the proceeds from the Series 2012A Bonds. The Series 2012C-1 Notes, the Series 2012C-2 Notes, the Series 2012D-1 Notes, and the Series 2012D-2 Notes were refunded with a portion of the proceeds from the Series 2014A Bonds. The Series 2006A Bonds were refunded with a portion of the proceeds of the Series 2016A Bonds. The Series 2007B Bonds were refunded with a portion of the proceeds of the Series 2016B Bonds. The Series 2009A Bonds were refunded with a portion of the proceeds of the Series 2017C Bonds. A portion of the Series 2012A Bonds were refunded with a portion of the proceeds of the Series 2017D Bonds and the Series 2020B Bonds. The Series 2017B Bonds were refunded with a portion of the proceeds of the Series 2018A Bonds. The Series 2018B Bonds were refunded with a portion of the proceeds of the Series 2021A Bonds. The Series 2014A Bonds maturing on and after July 1, 2024 and the Series 2015A Bonds were refunded with a portion of the proceeds of the Series 2021D Bonds, the Series 2021E-1 Bonds and the Series 2021E-2 Bonds. A portion of the Series 2020B Bonds and the Series

2021D Bonds were purchased via a tender, the purchase price of which was funded with a portion of the proceeds of the Series 2023A Bonds.

The Authority legally defeased all of the outstanding Series 2007A Bonds with available cash on April 25, 2023 so that the Series 2007A Bonds are no longer outstanding under the Indenture and are secured solely by amounts on deposit in an escrow fund created pursuant to an Escrow Deposit Agreement dated as of April 25, 2023 between the Authority and the Trustee.

The Authority legally defeased the portion of the outstanding Series 2016B Bonds maturing on July 1, 2033, July 1, 2034, July 1, 2035 and July 1, 2037 in the aggregate principal amount of $128,600,000 (the "Defeased Series 2016B Bonds") with available cash on April 19, 2024 so that the Defeased Series 2016B Bonds are no longer outstanding under the Indenture and are secured solely by amounts on deposit in an escrow fund created pursuant to an Escrow Deposit Agreement dated as of April 19, 2024 between the Authority and the Trustee.

As of April 22, 2024, the Bonds were outstanding as follows:

Outstanding Bonds	Outstanding Principal Amount[1]
Series 2015B Bonds	$ 84,910,000
Series 2015C Bonds	93,085,000
Series 2016A Bonds	12,995,000
Series 2016B Bonds[2]	114,385,000
Series 2017A Bonds	100,815,000
Series 2017C Bonds	259,930,000
Series 2017D Bonds	54,620,000
Series 2018A Bonds	70,115,000
Series 2019A Bonds	130,790,000
Series 2020A Bonds	132,330,000
Series 2020B Bonds	233,395,000
Series 2021A Bonds	117,500,000
Series 2021D Bonds	215,360,000
Series 2021E-1 Bonds	60,950,000
Series 2021E-2 Bonds	32,983,000
Series 2023A Bonds	65,025,000
Series 2023B Bonds	112,505,000
	$1,891,693,000

1 Does not include the Series 2024 Bonds. Includes the portion of the Series 2015B Bonds, the Series 2015C Bonds, the Series 2016B Bonds, the Series 2017C Bonds, the Series 2020B Bonds and the Series 2021D Bonds which will be purchased or refunded and defeased with a portion of the proceeds of the Series 2024B Bonds.

2 Does not include the Defeased Series 2016B Bonds which were defeased with available cash on April 19, 2024.

Currently, Standard & Poor's Ratings Group ("S&P"), Moody's Investors Service Inc. ("Moody's") and Kroll Bond Rating Agency, LLC ("Kroll") have assigned their municipal bond ratings of "AAA," "Aa2" and "AAA," respectively, to the Series 2016B Bonds, the Series 2017A Bonds, the Series 2017C Bonds, the Series 2017D Bonds, the Series 2018A Bonds, the Series 2019A Bonds, the Series 2020A Bonds, the Series 2020B Bonds, the Series 2021D Bonds, the Series 2021E-1 Bonds, the Series 2021E-2 Bonds, the Series 2023A Bonds and the Series 2023B Bonds; and S&P, Moody's, Kroll and Fitch Ratings have assigned their municipal bond ratings of "AAA," "Aa2," "AAA" and "AA," respectively, to the Series 2015B Bonds and the Series 2015C Bonds. The Series 2016A Bonds and the Series 2021A Bonds were privately placed and are not rated. The Authority may issue Additional Bonds under the Indenture as described herein under "SECURITY FOR THE SERIES 2024 BONDS–Additional Indebtedness." The Series

2024 Bonds are issued and secured on a parity basis with the Series 2015B Bonds, the Series 2015C Bonds, the Series 2016A Bonds, the Series 2016B Bonds, the Series 2017A Bonds, the Series 2017C Bonds, the Series 2017D Bonds, the Series 2018A Bonds, the Series 2019A Bonds, Series 2020A Bonds, the Series 2020B Bonds, the Series 2021A Bonds, the Series 2021D Bonds, the Series 2021E-1 Bonds, the Series 2021E-2 Bonds, the Series 2023A Bonds, the Series 2023B Bonds and any Additional Bonds which may be issued under the Indenture in the future (collectively, the "Bonds"). See "RATINGS" herein for ratings information relating to the Series 2024 Bonds.

Additional Indebtedness

The Authority may issue Additional Bonds on a parity with the lien of all Bonds currently outstanding under the Indenture upon satisfaction of certain terms and conditions described herein (see Appendix C, "THE INDENTURE—Additional Parity Bonds" attached hereto). These terms and conditions include delivery of a certificate of an Authority Representative that the estimated amounts to be received under the Contract (*i.e.*, Fulton and DeKalb Sales Tax Receipts) and the Clayton Contract (*i.e.*, Clayton Sales Tax Receipts) and pursuant to the Atlanta Sales Tax Act (i.e., Atlanta Sales Tax Receipts) and the TAVT Act (i.e., the TAVT Receipts from Clayton, Fulton and DeKalb) by the Trustee in any period of 12 consecutive calendar months out of the 15 calendar months immediately preceding the delivery of such Additional Bonds (i) were at least equal to two times the amount of Total Debt Service of the Bonds during such period and (ii) are at least two times the maximum aggregate amount of Total Debt Service of the Bonds which will become due in any Bond Year commencing with the Bond Year in which the Additional Bonds will be delivered. Such certificate must cover a period of at least 15 Bond Years and must be based on an opinion of a Consultant as to the estimated amounts to be received by the Authority under the Contract and the Clayton Contract and pursuant to the Atlanta Sales Tax Act and the TAVT Act. The Authority may, without meeting this requirement, issue Bonds to refund any Bonds so long as following the refunding, Debt Service on the Bonds is not increased in any Bond Year or if all outstanding Bonds are being refunded. In addition, without meeting the tests prescribed under the Indenture for the issuance of parity obligations, the Authority may issue additional obligations junior to the lien created by the Indenture securing the Bonds as described in Appendix C under "THE INDENTURE–Other Obligations; Subordinate Indebtedness."

The Authority has an ongoing capital program which necessitates the issuance of revenue bonds by the Authority. The Authority has no plans to issue additional revenue bonds on a parity with the outstanding Bonds, other than refunding revenue bonds, for its capital program or otherwise prior to the end of the calendar year ending December 31, 2024 other than the Series 2024 Bonds.

Subordinate Indebtedness

The Authority previously authorized the issuance of its Subordinate Sales Tax Revenue Commercial Paper Notes, Series 2021B in the aggregate principal amount of $300,000,000 (the "Series 2021B Notes") pursuant to the Indenture. The Series 2021B Notes will be issued from time to time for the purpose of (i) funding the cost of certain capital projects to enhance life safety and maintain the System in a state of good repair, (ii) paying certain costs of issuance of the Series 2021B Notes and (iii) refinancing Series 2021B Notes previously issued. Under the Indenture, the Authority has pledged to the Trustee for the benefit of the owners of the Series 2021B Notes (i) receipts from Fulton and DeKalb under the Contract, which consist primarily of the Fulton and DeKalb Sales Tax Receipts, (ii) receipts from Clayton under the Clayton Contract, which consist primarily of the Clayton Sales Tax Receipts, (iii) receipts from Atlanta under the Atlanta Sales Tax Act, which consist of the Atlanta Sales Tax Receipts, and (iv) the TAVT Receipts from Clayton, Fulton and DeKalb, ***subject and subordinate to the pledge thereof and lien thereon securing the payment of the Bonds, including the Series 2024 Bonds***.

Flow of Funds

Under the Contract, the Clayton Contract and the Atlanta Sales Tax Act, Atlanta, Fulton, DeKalb, and Clayton have agreed to cause the total Sales Tax Receipts to be paid to the Authority. The Sales Tax Receipts are collected by the Office of the State Treasurer of the State of Georgia (formerly known as the Office of Treasury and Fiscal Services of the State of Georgia) (the "Office of the State Treasurer"). See "THE SALES TAX–Collection of Sales Tax" herein. Pursuant to the terms of the Contract, the Clayton Contract and the Atlanta Sales Tax Act, Atlanta, Fulton, DeKalb and Clayton have assigned their respective rights to receive the Sales Tax Receipts to the Authority and directed the State Treasurer, who acts through the Office of the State Treasurer, to make such payments directly to the Authority. Pursuant to the TAVT Act, Clayton, Fulton, and DeKalb are required to pay the TAVT Receipts to the Authority on a monthly basis.

Pursuant to the terms of the Indenture, the Authority has covenanted and agreed with the Owners of the Bonds that, so long as any Bonds issued thereunder remain Outstanding and unpaid, it will cause all revenues, amounts and sums to be paid to it under the Contract, the Clayton Contract and the Atlanta Sales Tax Act to be paid directly by the Office of the State Treasurer to the Trustee for the account of the Authority and all TAVT Receipts to be paid directly by Clayton, Fulton and DeKalb to the Trustee for the account of the Authority, so long as there are Bonds Outstanding under the Indenture, for deposit into the Revenue Fund, for the payment of all principal of, premium, if any and interest on the Bonds and for the payment of such other amounts as are required to be paid under the Indenture. The Authority has entered into an agreement with the Office of the State Treasurer directing the Office of the State Treasurer to make payments due the Authority under the Contract, the Clayton Contract and the Atlanta Sales Tax Act directly to the Trustee for the account of the Authority at the designated office of the Trustee. The Trustee will deposit all payments pursuant to the Contract, the Clayton Contract, and the Atlanta Sales Tax Act that it receives from the Office of the State Treasurer in the Revenue Fund.

The Trustee is required to deposit all payments pursuant to the Contract (*i.e.*, Fulton and DeKalb Sales Tax Receipts), the Clayton Contract (*i.e.*, Clayton Sales Tax Receipts) and the Atlanta Sales Tax Act (i.e., Atlanta Sales Tax Receipts) that it receives from the Office of the State Treasurer and all TAVT Receipts it receives from Clayton, Fulton and DeKalb in the Revenue Fund established under the Indenture. Amounts on deposit in the Revenue Fund will be applied by the Trustee for the following purposes in the following order of priority:

(i) to the respective accounts in the Bond Fund for the payment of the principal of, premium, if any, and interest due on the Bonds or to reimburse any Credit Provider for amounts paid under a Credit Facility for payment of the principal of, premium, if any, and interest due on the Bonds or to pay certain fees and expenses of the Trustee and the Paying Agent;

(ii) to the respective accounts in the Reserve Fund, to make up any deficiency in the Reserve Fund Requirement therein and to pay any amounts owed a Reserve Fund Credit Provider;

(iii) to the respective accounts in the Rebate Fund, the amounts required to be deposited therein under any Tax Agreement;

(iv) to such other fund, account or purpose as may be specified by the Authority in a Series Resolution or Supplemental Indenture or in a Certified Resolution; and

(v) to the General Fund of the Authority to be used for any purpose permitted by law.

To the extent there are insufficient amounts paid to the Trustee for deposit in the accounts created in the Bond Fund or the Reserve Fund, such amounts will be applied pro rata among all outstanding Series of Bonds according to the respective amounts of Debt Service on each such Series of Bonds accrued through the end of the current month, first, into the respective accounts in the Bond Fund and second, into the Reserve Fund to the extent available. **Amounts on deposit in the Reserve Fund, if any, do not secure the payment of the principal of or interest on any Bonds that are currently outstanding, including the Series 2024 Bonds.**

THE SALES TAX AND TAVT RECEIPTS

General

The Act and the Atlanta Sales Tax Act authorize Atlanta, Fulton, DeKalb and Clayton to levy the Sales Tax upon the retail purchase, retail sale, rental, storage, use or consumption of tangible personal property and certain services rendered within the geographic boundaries of those counties and city, subject to certain exceptions. The Sales Tax is to correspond as nearly as practicable, except as to rate, with the State sales and use tax (the "State Sales Tax") levied pursuant to Article 1 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended, and as it may from time to time be amended. As a result, the sales, uses and services subject to the Sales Tax are identical to those subject to the State Sales Tax, except that sales of tangible personal property ordered by and delivered to a purchaser outside the geographical area of Atlanta, Fulton, DeKalb or Clayton are not subject to the Sales Tax regardless of the point at which title passes. A reciprocal credit is also allowed against the Sales Tax for any amounts paid pursuant to any local sales and use tax on tangible personal property purchased outside of Atlanta, Fulton, DeKalb, or Clayton. ***The State may modify the State Sales Tax at any time, which modifications may include the creation of additional exemptions from the State Sales Tax and, effectively, the Sales Tax.*** Such modifications may have an adverse effect on Sales Tax Receipts.

Pursuant to legislation adopted by the Georgia General Assembly in 2012, the State exempted the sale or purchase of any motor vehicle titled in the State on or after March 1, 2013 from the State's sales and use taxes. Also, in 2012, the Georgia General Assembly adopted the TAVT Act which imposes an ad valorem tax on motor vehicles payable upon the application for or transfer of title for a new or used motor vehicle. Pursuant to the TAVT Act (as amended in June 2015) and to the extent that such motor vehicle title ad valorem tax collections are sufficient therefor, Clayton, Fulton and DeKalb are obligated to pay to the Authority on a monthly basis an amount of TAVT Receipts equal to the monthly average of the portion of the Fulton and DeKalb Sales Taxes attributable to motor vehicles collected in 2012 and the monthly average of the portion of the Clayton Sales Tax attributable to motor vehicles that would have been collected in 2012 had the Clayton Sales Tax been levied in 2012. The monthly average of TAVT Receipts received by the Authority during the 2023 calendar year was approximately $2,787,693 which amount does not include approximately $251,794 per month of TAVT Receipts owed but not paid by Clayton to the Authority during 2023. During the period from January 2017 to the date of this Official Statement, Clayton has withheld its monthly TAVT Receipts payable to the Authority in an amount equal to approximately $251,794 per month and an aggregate amount through December 2023 equal to approximately $21,150,690. Clayton has notified the Authority that Clayton is seeking verification from the Georgia Department of Revenue that the current methodology for calculating the amount of TAVT Receipts payable by Clayton to the Authority pursuant to the TAVT Act is accurate. Pending such verification, the Authority expects that Clayton will continue to withhold the payment of such TAVT Receipts to the Authority. At this time, the Authority is not able to predict when Clayton will resume the monthly payment of TAVT Receipts to the Authority as required by the TAVT Act and pay the unpaid TAVT Receipts owed to the Authority.

Rate of Tax Levy

Under the Contract and the Clayton Contract and pursuant to the Atlanta Sales Tax Act, Atlanta, Fulton, DeKalb and Clayton have agreed, during the term thereof, to levy the Sales Tax at the maximum rate permitted by the Act and the Atlanta Sales Tax Act, respectively, and to cause the Sales Tax Receipts to be paid to the Authority. Pursuant to the Act and the Contract, the Fulton and DeKalb Sales Tax is currently levied at the rate of 1% until June 30, 2057, and pursuant to the Act, at a rate of ½ of 1% thereafter. Pursuant to the Clayton Contract and the Act, Clayton is obligated to levy the Clayton Sales Tax at the maximum rate permitted under the Act, which is currently the rate of 1% until June 30, 2057. Pursuant to the Atlanta Sales Tax Act as approved by the Atlanta Sales Tax Referendum, Atlanta levies the Atlanta Sales Tax at the maximum rate permitted under the Atlanta Sales Tax Act, which is the rate of 0.50%. The Atlanta Sales Tax will run concurrently as to duration of the levy with the Fulton and DeKalb Sales Tax.

Collection of Sales Tax

The Sales Tax is administered and collected by the Revenue Commissioner of the State (the "Revenue Commissioner") in the same manner as the State Sales Tax. The Sales Tax proceeds generally are required to be paid by retailers to the Revenue Commissioner on or before the 20th day of each month for the preceding month. Retailers are allowed, as a collection fee, a percentage of the amount of Sales Tax proceeds due to the Revenue Commissioner in the form of a deduction in paying the amount due if said proceeds are not delinquent at the time of payment. The rate of the deduction is the same as the rate from time to time authorized for deductions by retailers from the State Sales Tax. At the current time, with respect to each certificate of registration number on a retailer's sales tax return, this rate of deduction is 3% of the first $3,000 of the combined total amount of all sales and use taxes reported due on the return for each location and ½ of 1% of the portion exceeding $3,000. An exception is made for sales and use taxes on motor fuel, where the rate of deduction is 3% of the combined total amount due of all such sales and use taxes.

The Revenue Commissioner is required pursuant to the Act and the Atlanta Sales Tax Act to pay the Sales Tax Receipts to the State Treasurer, who acts through the Office of the State Treasurer, for the credit of a special fund designated "Collection of Metropolitan Atlanta Rapid Transit Authority Taxes," and upon their receipt the Sales Taxes of Atlanta, Fulton, DeKalb and Clayton are to be credited to their respective separate accounts within such special fund.

The Act requires the State Treasurer, who acts through the Office of the State Treasurer, as soon as practicable after such monthly deposit into the State Treasury, to pay to Atlanta, Fulton, DeKalb and Clayton the amount of their respective Sales Tax less 1% as a collection and administration fee. Fulton, and DeKalb, under the Contract, have assigned all rights to the Fulton and DeKalb Sales Tax Receipts to the Authority and the Contract authorizes and directs the Office of the State Treasurer to make such payments directly to the Authority. Clayton, under the Clayton Contract, has assigned all rights to the Clayton Sales Tax Receipts to the Authority and the Clayton Contract authorizes and directs the Office of the State Treasurer to make such payments directly to the Authority. The Atlanta Sales Tax Act and the Act authorize and direct the Office of the State Treasurer to pay the receipts from the Atlanta Sales Tax directly to the Authority. See "SECURITY FOR THE SERIES 2024 BONDS-Flow of Funds" herein for a description of the flow of Sales Tax Receipts to the Trustee.

Historical and Projected Sales Tax Revenues

The collection of the Sales Tax in Atlanta, Fulton, DeKalb, and Clayton is dependent, among other things, on the general economic condition of those counties and city. The Authority has retained the Economic Forecasting Center, Georgia State University (the "Economic Forecasting Center"), to periodically submit to the Authority a report setting forth its projections of the Sales Tax Receipts to be received by the Authority from Atlanta, Fulton, DeKalb and Clayton through the fiscal year ending June 30, 2053. The most recent report submitted to the Authority is dated February 9, 2024 (the "Report"). THE REPORT IS SET FORTH IN APPENDIX A AND SHOULD BE READ IN ITS ENTIRETY.

In preparing the Report, the Economic Forecasting Center based its projections on certain assumptions which are set forth in the Report. There can be no assurance that the assumptions with regard to future events will occur. If such assumptions are incorrect, actual Sales Tax Receipts may differ significantly from the projections contained in the Report. The Authority has included such projections in reliance upon the Economic Forecasting Center as experts, and the Authority does not warrant the accuracy or correctness of such projections.

The following table is derived from the Report and, for fiscal years prior to 2004, prior reports prepared by the Economic Forecasting Center, and sets forth the actual Sales Tax Receipts received by the Authority for the fiscal years ended June 30, 1990 through June 30, 2023 and the estimated Sales Tax Receipts to be received by the Authority in the fiscal years ending June 30, 2024 through June 30, 2053; *provided that* the following table does not include historical or estimated future TAVT Receipts.

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Actual and Estimated Receipts from Sales Tax
Fiscal Years Ended 1990-2023 and Ending 2024-2053 (Dollars in Thousands)

Actual[(1)]			Estimated		
Fiscal Year Ended June 30	Receipts	Percentage Change	Fiscal Year Ending June 30	Receipts	Percentage Change
1990	$165,722	--	2024	$ 714,619	1.2
1991	168,085	1.4	2025	715,699	0.2
1992	167,016	(0.6)	2026	735,052	2.7
1993	181,345	8.6	2027	772,152	5.0
1994	198,490	9.5	2028	804,366	4.2
1995	222,475	12.1	2029	841,101	4.6
1996	251,668	13.1	2030	883,188	5.0
1997	256,171	1.8	2031	925,019	4.7
1998	242,924	(5.2)	2032	970,547	4.9
1999	272,793	12.3	2033	1,018,962	5.0
2000	295,796	8.4	2034	1,063,073	4.3
2001	304,388	2.9	2035	1,099,331	3.4
2002	286,435	(5.9)	2036	1,135,418	3.3
2003	272,578	(4.8)	2037	1,183,933	4.3
2004	280,663	3.0	2038	1,237,951	4.6
2005	296,351	5.6	2039	1,292,810	4.4
2006	331,213	11.8	2040	1,349,332	4.4
2007	349,215	5.4	2041	1,402,994	4.0
2008	351,596	0.7	2042	1,452,014	3.5
2009	327,425	(6.9)	2043	1,501,559	3.4
2010	317,775	(2.9)	2044	1,564,102	4.2
2011	319,229	0.5	2045	1,636,738	4.6
2012	339,156	6.2	2046	1,726,060	5.5
2013	340,490	0.4	2047	1,815,627	5.2
2014	345,825	1.6	2048	1,893,434	4.3
2015	372,383[(2)]	7.7	2049	1,967,007	3.9
2016	409,846[(3)]	10.1	2050	2,036,046	3.5
2017	429,886	4.9	2051	2,119,468	4.1
2018	507,264[(4)]	18.0	2052	2,206,448	4.1
2019	539,313	6.3	2053	2,300,848	4.3
2020	524,832	(2.7)			
2021	557,093	6.1			
2022	664,645	19.3			
2023	705,828	6.2			

1 Only Fulton and DeKalb Sales Tax Receipts through March 2015. The Authority began receiving Clayton Sales Receipts in April 2015.
2 Includes approximately $11,660,000 of Clayton Sales Tax Receipts paid to Authority in April through June 2015.
3 First full fiscal year of collection of Clayton Sales Tax Receipts.
4 First full fiscal year of collection of Atlanta Sales Tax.
SOURCES: Actual — Georgia Department of Revenue; Estimated –Georgia State University Economic Forecasting Center, see report attached as Appendix A.

DEBT STRUCTURE; DEBT SERVICE REQUIREMENTS

The table which follows sets forth in column (1) the Sales Tax Receipts, as estimated by the Economic Forecasting Center. Column (2) sets forth the debt service requirements on the outstanding Bonds, excluding the Series 2024 Bonds. Columns (3), (4) and (5) set forth, respectively, the principal, interest and total debt service of the Series 2024 Bonds. Columns (6) and (7) show, respectively, the combined debt service and estimated debt service coverage on the Bonds with respect to the estimated Sales Tax Receipts only (i.e., excluding any estimated future TAVT Receipts). Reference is made to the Report, attached hereto as Appendix A, for a more detailed treatment of projections and the basis therefor.

ESTIMATED SALES TAX RECEIPTS, DEBT SERVICE REQUIREMENTS AND ESTIMATED DEBT SERVICE COVERAGE

	(1)	(2)	(3)	(4)	(5)	(6)	(7)
			Series 2024 Bonds				
Bond Year Ending July 1	Estimated Sales Tax Receipts[(1)]	Total Debt Service Bonds (Excluding Series 2024 Bonds)[(2,3)]	Principal	Interest	Total Debt Service	Aggregate Debt Service Bonds	Estimated Aggregate Debt Service Coverage
2024	$ 714,619,000	$135,334,143					
2025	715,699,000	132,910,468					
2026	735,052,000	132,614,091					
2027	772,152,000	132,290,169					
2028	804,366,000	133,005,174					
2029	841,101,000	132,293,336					
2030	883,188,000	132,292,367					
2031	925,019,000	133,110,118					
2032	970,547,000	133,463,556					
2033	1,018,962,000	104,524,573					
2034	1,063,073,000	104,525,851					
2035	1,099,331,000	104,534,916					
2036	1,135,418,000	138,613,591					
2037	1,183,933,000	103,743,410					
2038	1,237,951,000	141,321,392					
2039	1,292,810,000	140,394,593					
2040	1,349,332,000	143,076,612					
2041	1,402,994,000	100,307,497					
2042	1,452,014,000	100,537,119					
2043	1,501,559,000	98,191,566					
2044	1,564,102,000	95,718,189					
2045	1,636,738,000	96,393,650					
2046	1,726,060,000	24,391,125					
2047	1,815,627,000	24,393,738					
2048	1,893,434,000	--					
2049	1,967,007,000	--					
2050	2,036,046,000	--					
2051	2,119,468,000	--					
2052	2,206,448,000	--					
2053	2,300,848,000	--					
Total		**$2,717,981,242**					

1 Does **not** include estimated TAVT Receipts.

2 Assumes an interest rate of 3.55% per annum on the Series 2021A Bonds based upon the 25-Bond Revenue index as published in The Bond Buyer on March 25, 2024. The actual average interest rate on the Series 2021A Bonds during March 2024 was 3.79% per annum. Does not include the Defeased Series 2016B Bonds which were defeased with available cash on April 19, 2024.

3 Includes the portion of the Series 2015B Bonds, the Series 2015C Bonds, the Series 2016B Bonds, the Series 2017C Bonds, the Series 2020B Bonds and the Series 2021D Bonds which will be purchased or refunded and defeased with a portion of the proceeds of the Series 2024B Bonds.

THE AUTHORITY AND THE SYSTEM

The Authority was organized under the terms of the Act and a 1964 Amendment to the Georgia Constitution, as a public body corporate and joint public instrumentality of Fulton, DeKalb, Clayton, Gwinnett, Cobb and Atlanta for the purposes of planning, constructing, financing and operating the System. All such local governments, except Cobb, determined by referenda in 1965 to participate further in the Authority after the Act was passed by the General Assembly of Georgia in 1965. Only Fulton and DeKalb, which include all of Atlanta within their boundaries, subsequently elected by referenda in 1971 to participate in the financing of the System through the levy of the Fulton and DeKalb Sales Tax. Clayton and Gwinnett, pursuant to referenda, determined not to approve the Contract. However, Clayton entered into the Clayton Contract in 2014 and began participating in the financing of the System through the levy of the Clayton Sales Tax in March 2015. Gwinnett has not pledged any tax or other revenues to the Authority. Pursuant to the terms of the Contract, Atlanta agreed to assist in the development of the System through the dedication of public rights of way, the exercise of power of eminent domain and other acts of assistance.

The Authority is granted powers under the Act to accomplish the purposes for which it was created. The Authority has the exclusive right to determine the routes, types of construction, equipment, facilities, scope and standards of service to be operated by the Authority, scheduled services to be made available to the public and amounts to be charged therefor, subject only to the terms of the Contract. The Authority has no taxing power and has no power of eminent domain. Under the terms of the Contract, the acquisition of required property or rights or interests therein by eminent domain is to be accomplished by Atlanta, Fulton, or DeKalb.

Organization and Management

Board of Directors. The government of the Authority is vested in a Board of Directors (the "Board"). The Board is composed of 13 voting members and two non-voting members. Of the voting members of the Board, (i) three members must be residents of Atlanta; (ii) four members must be residents of DeKalb; (iii) three members must be residents of Fulton; (iv) one member must be a resident of DeKalb, Fulton or Clayton appointed by the Governor and (v) two members must be residents of Clayton. The two non-voting members of the Board are the Commissioner of the State Department of Transportation and the Executive Director of the Georgia Regional Transportation Authority.

The names of the current directors and the senior management of the Authority are listed below. Members of the Board whose terms have expired will continue to serve until reappointment or the appointment of a successor.

Kathryn Powers, *Chair*, Clayton; member since January 20, 2021; current term expires December 31, 2024; Assistant Dean of Advocacy, Mercer University School of Law.

Jennifer Ide, *Vice Chair,* City of Atlanta, member since January 2023; current term expires December 31, 2026; Chief Administrative Officer and Chief Legal Officer, Rimidi, Inc.

W. Thomas Worthy, Immediate Past Chair, Governor Appointee; member since January 1, 2017; current term expires December 31, 2024; Vice President of Government and External Affairs, Piedmont Healthcare.

Roderick Frierson, *Treasurer,* DeKalb; member since April 9, 2019; current term expired April 9, 2023; Business Development Consultant.

John Al Pond, P.E, Fulton; Secretary since January 1, 2023; current term expires December 31, 2026; Retired Professional Engineer.

Stacy Blakley, Fulton; member since January 1, 2021; current term expires December 31, 2024; Chief Executive Officer & Founder - Douglas Consulting Group.

James Durrett, DeKalb; member since January 1, 2011; current term expired December 31, 2017; Executive Director, Buckhead Community Improvement District.

William F. Floyd, DeKalb; member since January 1, 2017; current term expires December 31, 2024; Businessman and consultant.

Rita A. Scott, DeKalb; member since April 9, 2019; current term expired April 8, 2023; Political Director, Communication Workers of America.

Freda B. Hardage, Fulton; member since November 20, 2013; current term expires December 31, 2024; Director, Foundation Services and Alpharetta Medical Campus.

Jacob Tzegaegbe, City of Atlanta; member since January 2023; current term expires December 31, 2026; Senior Transportation Advisor

Valencia Williamson, Clayton County; member since January 2023; current term expires December 31, 2026; President & CEO Clayton Chamber of Commerce

Sagirah Jones, City of Atlanta; member since May 2023; current term expires December 31, 2026; Engagement Manager Propel ATL

Jennine Miller, State of Georgia; *ex officio non-voting,* member since January 2023; Executive Director, Georgia Regional Transportation Authority.

Russell R. McMurry, P.E., State of Georgia; *ex officio non-voting* member since January 20, 2015; Commissioner, Georgia Department of Transportation.

Senior Management

Collie J. Greenwood, General Manager/CEO. Mr. Greenwood was named General Manager/CEO of the Authority in October 2022 after serving as Interim General Manager/CEO beginning in January 2022. He is a 35-year transit veteran with experience ranging from front line operations to executive leadership. Mr. Greenwood joined the Authority as Chief of Bus Operations and Urban Planning in July 2019 and was appointed as Deputy General Manager of Operations and Urban Planning in 2020. As General Manager/CEO, Mr. Greenwood will lead the Authority's largest and most ambitious expansion and modernization program since its founding more than 40 years ago. Mr. Greenwood will work closely with his senior leadership team to develop and deliver major capital projects to enhance the customer experience, including the addition of new rail cars and electric buses to the Authority's fleet. Prior to joining the Authority, Mr. Greenwood served as Chief Service Office for North America's third largest transit system, the Toronto Transit Commission (TTC), where he oversaw bus, rail, accessible transit, station services, transit security and a structured maintenance program for all modes. Additionally, he guided TCC through several transformative initiatives, including station transformations, mobility service consolidation and reduced overtime costs through the organized distribution of transitional work. Mr. Greenwood is an active member of the American Public Transportation Association (APTA), serving as Vice Chair of its Standards

Development Oversight Council. Mr. Greenwood has a Bachelor of Arts degree in Political Science from University of Waterloo, Ontario, Canada.

Kevin L. Hurley, Chief Financial Officer. Mr. Hurley has over twenty-four years of experience at MARTA and became the Authority's Chief Financial Officer on March 11, 2024; and prior to that appointment, he served as the Authority's Interim Chief Financial Officer beginning in October 2023 and the Authority's Deputy Chief Financial Officer/Treasurer beginning July 2020. Mr. Hurley is responsible for providing the Authority support in the areas of debt management, sales tax revenue, investment and portfolio management, energy hedging, cash management and financial planning and analysis including system expansion modeling. Mr. Hurley sits on all three MARTA pension committees and is a past Vice President and current contributor to the Georgia Association of Public Pension Trustees. Mr. Hurley joined the Authority in 1999 as a Financial Analyst and has held various positions with increasing levels of responsibility. Prior to his appointment as Deputy Chief Financial Officer, Mr. Hurley served as Senior Director of Treasury and Capital Programs from January 2011 until November 2019. Immediately prior to joining the Authority, Mr. Hurley held a senior analyst position with The Boeing Company and was selected to participate in the Boeing Leadership Development Program. His previous experience was in the United States Air Force where Mr. Hurley was a Controller, Finance Officer, Cost Analysis Branch Chief, and Flight Commander. Mr. Hurley holds a BBA degree in Finance from the University of Georgia, an MBA from University of Phoenix, and is a Certified Retirement Plan Fiduciary.

Peter Andrews, Chief Counsel Legal Services. Mr. Andrews has served as Chief Counsel for the Authority since January 2021. As Chief Counsel, Mr. Andrews is responsible for providing legal advice and support to the Authority's Board of Directors, General Manager/CEO, and staff units with the support of an internal team of attorneys as well as a variety of outside counsel. The Offices of Risk Management and Contracts and Procurement also report to Mr. Andrews. Prior to joining the Authority, Mr. Andrews was Of Counsel at Greenberg Traurig, LLP where he was a member of the Business Litigation Team and the Public Finance and Infrastructure Team. Mr. Andrews represented public and private clients in areas of government law, state and local government contracts and procurement, public transportation, public-private partnerships, request for proposal, and public finance. Additionally, as a member of the litigation team, Mr. Andrews provided litigation support and counsel to both government and private entities on complex commercial litigation matters. Before joining Greenberg Traurig, LLP, Mr. Andrews was a member of the City of Atlanta Department of Law where he held multiple positions over the course of nearly 10 years including Deputy of the Commercial Transactions team, Deputy of the Aviation team and Interim City Attorney. Mr. Andrews has a Juris Doctor degree from Western New England College of Law in Springfield, Massachusetts, a Bachelor of Arts degree in Political Science from Delaware State University in Dover, Delaware and an Associate degree in Business Administration from Massasoit Community College in Brockton, Massachusetts.

Carrie Rocha, PE, CCM, Interim Chief Capital Officer. Ms. Rocha serves as the Authority's Interim Chief Capital Officer overseeing the Division of Capital Programs, Expansion & Innovation (CPEI). The Division of CPEI is responsible for planning, developing, designing, and delivering capital projects to expand transit services that meet the growing needs of the Authority's service area, as well as improving the reliability and safety of the Authority's system through the State of Good Repair Program. Ms. Rocha joined the Authority in September 2021 as the Assistant General Manager of the Centralized Program Management Office (CPMO). She has 25 years of experience in the transportation industry including program and project management, construction management, contract administration and engineering. She has been involved with executing major infrastructure programs throughout her career including Massachusetts Department of Transportation's Central/Artery Tunnel Project (the "Big Dig"), Connecticut Department of Transportation's (CTDOT) CT fastrak New Britain to Hartford Bus Rapid Transit Program, CTDOT's New Haven-Hartford-Springfield High Speed Rail Program, CTDOT's Replacement of the Walk Bridge over the Norwalk River and CTDOT's I-84/Route 8 Interchange (the "Mixmaster") Replacement Program, the Authority's Planning Support and Technical Services Contract, and Georgia Department of Transportation's Major Mobility Investment Program. A registered professional engineer and certified construction manager, Ms. Rocha is a graduate of Worcester Polytechnic Institute (Worcester, Massachusetts) with a Bachelor of Science in civil engineering. She has held leadership positions on the local level for major professional organizations including CMAA, WTS and ACEC. She is also involved with national industry associations including WTS and APTA.

Authority Employees

As of July 1, 2024, the Authority had approximately 4,871 full and part-time positions, 2,836 of which, including operators, certain maintenance, service and janitorial personnel and a portion of the clerical staff, are represented by Local Division 732 of the Amalgamated Transit Union, AFL CIO (the "Union"), for collective bargaining purposes as permitted by the Act. The Authority and the Union executed a labor agreement effective from July 17, 2023 to December 31, 2025.

Regulation and Supervision

The Metropolitan Atlanta Rapid Transit Overview Committee of the General Assembly of the State of Georgia ("MARTOC") was created in March 1973 for the purpose of periodically inquiring into and reviewing the operations, contracts, safety, financing, organization and structure of the Authority, as well as periodically reviewing and evaluating the success with which the Authority is fulfilling its responsibilities under the Act. To effect these purposes, MARTOC holds periodic meetings which frequently include presentations by Authority officers and staff members. MARTOC is required to submit an annual report to the General Assembly of its findings and recommendations based upon its review of the Authority's operations.

The membership of MARTOC includes the Chairman of the State Planning and Community Affairs Committee of the House of Representatives; the Chairman of the County and Urban Affairs Committee of the Senate; the Chairman of the Ways and Means Committee of the House; a member of the Senate Banking, Finance and Insurance Committee to be selected by the President of the Senate; two members of the House to be appointed by the Speaker thereof, at least one of whom must be from the area served by the Authority; two members of the Senate, to be appointed by the President thereof, at least one of whom must be from the area served by the Authority; and three members of the House and three members of the Senate to be appointed by the Governor, at least two of whom must be from the area served by the Authority. MARTOC is not authorized to veto actions of the Authority or otherwise adopt regulations governing the operations of the Authority.

Pursuant to the Act, the Authority is exempt from regulation by the Georgia Public Service Commission, except that when any proposed action of the Authority, or any local government on behalf of the Authority, would place a railroad, public utility or public service corporation in violation of a Commission requirement, the Authority is required to obtain the Commission's approval of the proposed action.

Roles of Fulton, DeKalb, Atlanta, and Clayton

Pursuant to the terms of the Contract, Fulton, DeKalb and Atlanta have covenanted and agreed, upon written request from the Authority setting forth the need, in accordance with the engineering report dated September of 1971, as amended, prepared by the Authority's engineering consultants (the "Engineering Report"), to exercise as expeditiously as possible their power of eminent domain to acquire the property or rights or interests described in such request and, upon the acquisition of title thereto, to convey the property immediately to the Authority at cost, including costs relating to such acquisition; provided only that the exercise of such power by any party must be in accordance with both substantive and procedural requirements of the laws governing such party. Fulton, DeKalb and Atlanta also covenanted and agreed to convey, without cost to the Authority, any and all easements in, across, through and above public property as may be necessary or desirable to facilitate the acquisition, construction, improvement and efficient operation of the System, so long as the public use of such property for rapid transit purposes is superior to the existing or proposed public use of said property by the owner thereof. In addition, Fulton, DeKalb and Atlanta agreed, subject to certain restrictions, to close and modify streets, reroute traffic and to revoke and modify licenses and permits to third parties (all costs and damages in connection therewith to be paid by the Authority) and to issue, without cost, construction permits, licenses and other privileges to the Authority to the extent necessary in order to facilitate the acquisition, construction, improvement and efficient operation of the System.

Pursuant to the terms of the Clayton Contract, Clayton has covenanted and agreed, upon written request from the Authority setting forth the need, in accordance with the Clayton Extension Report dated July 2014, as amended, prepared by the Authority, to exercise as expeditiously as possible its power of eminent domain to acquire the property or rights or interests described in such request and, upon the acquisition of title thereto, to convey the property immediately to the Authority at cost, including costs relating to such acquisition; provided only that the exercise of such power by Clayton must be in accordance with both substantive and procedural requirements of the laws governing Clayton and the Authority. Clayton also covenanted and agreed to convey, without cost to the Authority, any and all easements in, across, through and above public property as may be necessary or desirable to facilitate the acquisition, construction, improvement and efficient operation of the portion of the System located in Clayton, so long as the public use of such property for rapid transit purposes is superior to the existing or proposed public use of said property by the owner thereof. In addition, Clayton agreed, subject to certain restrictions, to close and modify streets, reroute traffic and to revoke and modify licenses and permits to third parties (all costs and damages in connection therewith to be paid by the Authority) and to issue, without cost, construction permits, licenses and other privileges to the Authority to the extent necessary in order to facilitate the acquisition, construction, improvement and efficient operation of the portion of the System located in Clayton.

Roles of Other Counties

Under the terms of the Contract and the Act, Gwinnett may participate in the Authority with all rights and responsibilities of Fulton, DeKalb and Clayton, provided that, among other things, the voters of Gwinnett approve a rapid transit contract with the Authority, the Authority determines that no financial advantage over Fulton, DeKalb, Atlanta or Clayton has accrued or will accrue to Gwinnett, and any extensions of the System into Gwinnett are approved in advance by Fulton, DeKalb, Atlanta and Clayton in the manner set forth in the Contract.

The Act provides that Cobb may participate in the Authority if it submits to its qualified voters the question of approval of a rapid transit contract between Cobb and the Authority. If a majority of those voting in the referendum vote to approve such rapid transit contract, such rapid transit contract will be deemed to be valid and binding. Cobb would then become a participant in the Authority, and its rights and responsibilities would, insofar as possible, be the same as if it had participated in the Authority from the Authority's beginning and the local governing body of Cobb may then appoint two residents of Cobb to the Board of Directors of the Authority. Any extensions of the System into Cobb must be approved in advance by Fulton, DeKalb, Atlanta, and Clayton in the manner set forth in the Contract.

Pursuant to separate voter referendums held on November 6, 1990 and on March 19, 2019, respectively, the voters of Gwinnett voted not to approve a rapid transit contract between the Authority and Gwinnett. The Authority has not entered into a rapid transit contract with Cobb.

The Rapid Transit System

The Metropolitan Rapid Transit Plan (the "Plan"), adopted by the Board on August 9, 1971, structured the development of the System. The Authority and its participating local governments have approved eleven amendments to the Plan. The major components of the System as presently described in the Plan are a fixed rail system and a bus system providing both local and express bus service. The Authority operates and maintains eight major facilities. The Authority conducts most of its administrative services at the headquarters building in Atlanta. Transportation services and related support functions (including bus, rail car and paratransit maintenance, bus and paratransit vehicle dispatch, railway maintenance and building and ground maintenance) are performed at the remaining seven major facilities located throughout the Authority's service area.

Improvement of Bus System. The Atlanta Transit System, Inc., a privately owned bus company, was acquired in February 1972 by the Authority to provide extensive bus transportation services to the public in Fulton, DeKalb and a small portion of Cobb and Clayton Counties. Since that time, the Authority has continuously expanded and made significant improvements to its bus and paratransit fleets, bus maintenance facilities, and the entire fixed route system. These improvements included: a bus fleet of 539 air conditioned, low floor and/or lift equipped vehicles, 241 Americans with Disabilities Act compliant demand response paratransit vehicles and small buses, construction of a heavy maintenance facility and three operating garages, opening of several park and ride lots, expanding the service to over 110 different bus routes, adding an extensive system of patron bus shelters, and continually improving the system's bus schedule and information services.

Rail System. The Authority's rail system consists of 47.6 miles of operational double track and 38 fully functioning stations. The two newest stations, Sandy Springs and North Springs, were placed into revenue service in December 2000 and added 2.3 miles to the North Line. Three other stations, Buckhead, Medical Center and Dunwoody, were placed into service in June 1996. Ultimately, the Plan calls for a total of 60 miles of double track and 45 stations. A 1988 amendment to the Plan, which was passed by the participating local governments, added nine miles of track and five stations to the North Line. The Plan now calls for 12 aerial stations, 21 at-grade stations, 12 underground stations, 12 miles of aerial structure, 38 miles of at-grade structure and 10 miles of subway structure. The fixed rail system, which consists of steel-wheel trains, operates at speeds up to 70 m.p.h. on steel rails using an electrified "third rail" as the power source. The rail transit vehicle fleet consists of 336 air-conditioned vehicles operating as two vehicle trains, or any combinations of up to a maximum of eight vehicle trains. The rail system consists of three main trunk lines running east/west, north/south and northeast/south and a feeder line into the east/west line. The north/south and northeast/south trunk lines branch north of the Lindbergh Center Station into two lines with alternating trains going to Doraville on the northeast line and to North Springs on the North Line. All main trunk lines intersect at the Five Points station located in Atlanta's downtown business district. Service on the main trunk lines will be supplemented with branch lines and planned busways.

The design and construction of the fixed rail system are divided into phases. Phase A consisted of the initial design and construction of the rail system and is a fully operational system. The purpose of the completed Phases B, C, D and E and each subsequent phase has been and will be to extend the operational capabilities of Phase A up to the full 60 miles presently contemplated under the Plan. See the map of the System on the inside back cover.

Phase A. Phase A is complete and is in full revenue service. Phase A consists of 13.7 miles of double track and 17 stations. Phase A included substantially all 10 miles of subway structure, which is the costliest portion of the fixed rail system, the central storage, repair, and communications facilities located adjacent to the Avondale Station, and 100 rail transit vehicles.

Phase B. Phase B is complete and is in full revenue service. Phase B consists of 9.7 miles of double track and seven stations. Phase B also included the purchase of 86 rail transit vehicles.

Phase C. Phase C is complete and is in full revenue service. Phase C extended the Northeast Line 6.2 miles from Lenox to Doraville, adding the Brookhaven and Chamblee Stations, and extended the South Line 4.5 miles from Lakewood to the Airport, adding the East Point, College Park and Airport Stations. Phase C also included the purchase of 54 additional rail transit vehicles, the construction of the South Yard and Shops, and the Chamblee Vehicle Storage and Maintenance Facility.

Phase D. Phase D is complete and is in full revenue service. Phase D of the System added the 1.1 mile Proctor Creek Line and Bankhead Station, and extended the East Line 3.1 miles to the Indian Creek Station and includes Kensington Station; Phase D also extended the North Line 5.7 miles and added two additional Stations (Buckhead and Medical Center). Phase D also included the construction of two additional facilities on the east line of the System. These facilities included an intermodal facility located at the Decatur Station and a facility located at the Edgewood/Candler Park station which houses police, radio repair and backup computer systems.

Phase E. Phase E is complete and in full revenue service. Phase E added three stations and extended the rail system an additional 3.3 miles. The Dunwoody segment within Phase E was placed into service June 1996 and added 1.0 mile to the North Line. Two additional stations, Sandy Springs and North Springs, were placed into revenue service in December 2000 and added an additional 2.3 miles to the North Line. Phase E also added 56 vehicles to the fleet that is required for the operation of the North Line to North Springs. In connection with this expansion, the Authority procured 100 rail cars (56 rail cars as part of Phase E plus an additional 44 rail cars).

Rail Vehicle Fleet. At the inauguration of rail service on June 30, 1979, the rail fleet consisted of 20 cars. The Authority had 336 rail cars as of July 1, 2022. To house and service the expanded fleet, the Authority constructed a major rail car maintenance, rehabilitation and storage facility which opened in 2006. The Armour Rail Yard facility is centrally located within the operating system just north of the Atlanta central business district on the Authority's North Line. In November 2019, the Authority's Board of Directors approved the purchase of 224 new rail cars from Stadler Rail, and following a testing period for each new rail car to be delivered, such new rail cars are currently expected to be accepted by the Authority and placed into revenue service in phases beginning in late calendar year 2025 and continuing for approximately 3½ years thereafter.

Light Rail. The streetcar system located in downtown Atlanta became operational on December 30, 2014 under the management and operation of Atlanta. The Authority acquired ownership and operation of the streetcar system on July 1, 2018. The streetcar system is the first regular passenger streetcar service in Atlanta since the original Atlanta streetcars were phased out in 1949.

The current operating route of the system is referred to as the Downtown Loop and is considered Phase 1 of the streetcar project. As of the date of this Official Statement, there are plans to expand the streetcar system onto the Beltline surrounding central Atlanta in the future. The Downtown Loop runs 2.7 miles east-west, serving 12 stops. The route provides access to the Authority's heavy rail lines at one of its major downtown stations, Peachtree Center station. The streetcar system uses Siemens S70 light rail vehicles (LRVs). The system currently operates with four S70 street cars which are fueled by propulsion power.

On-Time Performance. During the 12-month period ended June 30, 2023, rail on-time performance was 96.79% which exceeded the Authority's on-time performance target of 95%. Rail on-time performance is measured as a percentage of scheduled rail trips that originated and ended on-time, i.e., departed time points of origin and/or arrived at time points of destination no later than 5 minutes after the scheduled time. For the 12-month period ended June 30, 2023, bus on time performance was 77.42%, falling short of the target rate of 78.5%. Bus on-time performance is measured as a percentage of on-time departures from defined time points on a given route. Departure is considered on-time, if made between 0 and 5 minutes after the scheduled departure time. For the 12-month period ended June 30, 2023, Mobility paratransit on-time performance was 85.41%, falling short of the target of 90%. Mobility paratransit on-time performance is measured as a percentage of the Mobility paratransit customer pickups made within 30 minutes from the scheduled pickup time. For the 12-month period ended June 30, 2023, Streetcar (light rail) on-time performance was 94.56%, exceeding the target of 85%. Streetcar on-time performance is measured as percentage of scheduled trips that originated and ended on-time, i.e., departed time points of origin and/or arrived at time points of destination no later than 5 minutes and 59 seconds after scheduled time.

Ridership. Rail and bus ridership for the past five fiscal years ending June 30th was as follows:

Passengers
(in millions)

Fiscal Year	Rail	Bus	Mobility	Streetcar	Total (Unlinked)
2019	65.2	51.4	0.8	0.3	117.7
2020[1]	45.3[1]	44.6[1]	0.7[1]	0.2[1]	90.8[1]
2021	18.5	27.3	0.4	0.1	46.3
2022	26.1	24.7	0.5	0.1	51.4
2023	30.4	30.9	0.7	0.1	62.1

1 Beginning in March 2020, the Authority implemented certain operational adjustments to protect the health and wellness of its employees and to provide essential travel service during the COVID-19 pandemic, including the suspension of certain bus routes and the modification of its rail service schedules.

Financing of the System

The Authority's present estimates of the final costs and payment completion dates of the various phases of the System and the amounts and timing of receipt of funds to pay the costs of the System are subject to change for various reasons, including changes in actual construction costs, changes in the scope of the System or its various phases, general economic conditions, and other reasons, which may be beyond the control of the Authority.

The Authority plans to finance the cost of future expansion of the fixed rail System primarily from federal grants, the proceeds of Bonds, investment income, and amounts generated from the Sales Tax available for capital construction after meeting debt service and other requirements of the Indenture and the Act.

In order to provide a method for preventing cost overruns for all the phases of the System, the Authority's internal management procedures provide for automated reporting on a monthly basis of potential cost variances. A variance occurs when the costs incurred, plus the then-projected costs to complete, exceed the budgeted costs. Projected costs to complete are estimated by the Authority's engineering staff and are based on, among other things, the latest status of the construction in progress (taking into consideration the effect on costs of change orders, unexpected delays, or difficulties in construction). Unless appropriate corrective action is taken, the actual costs could exceed the most likely final cost by the amount of any such variance.

The Authority has established three reserves with a total balance of $819.6 million as of January 31, 2024: (1) a non-dedicated reserve with an available balance of $313.4 million; and (2) a dedicated reserve with an available balance of $496.0 million; and (3) a dedicated railroad incident reserve (CSX) with an available balance of $10.2 million; provided that the use of the dedicated reserves requires approval by the Authority's Board of Directors. The Authority funded these reserves over the course of several years from Sales Tax surplus and capital funds set aside. These reserves are currently available to fund capital and operating needs.

Maturation of the System. Following the opening of the North Springs station, the Authority shifted its priorities from expansion of the System to maintenance of the System in a state of good repair. This shift has resulted in the increased focus of capital resources on rehabilitation and replacement programs. Major efforts included in the capital plan include the following: roofing rehabilitation projects; a CNG fuel facility; auxiliary power switch gear improvements; fire protection systems upgrade; train control systems upgrade; traction power substation system; phase 1 of a Mobility paratransit facility; facilities upgrade program; enhancement to fare collection system; tunnel ventilation fans upgrade; track and structure renovation and rehabilitation; and other rehabilitation and replacement programs necessary to keep the System in a state of good repair.

Sources of Payment of Operating Costs

Sales Tax Receipts not otherwise required for the payment of debt service on the Bonds and other costs specified in the Indenture are available to the Authority for various purposes, including operating costs of the System. The Act previously provided that no more than 50% of the Sales Tax Receipts could be used to subsidize operating costs of the System, exclusive of depreciation and amortization. House Bill 213, which became effective on May 5, 2015, amended the Act to remove the above-described limitation regarding the use of Sales Tax Receipts; provided that such 50% limitation would become effective again in the future if the Authority failed to file an independent management audit with the Governor, the State Auditor and the chairperson of the MARTOC every four years as provided in House Bill 213. For the fiscal year ended June 30, 2023, the Authority budgeted approximately 50% of the Sales Tax Receipts expected to be received during such fiscal year as projected by the Report to subsidize the operating costs of the System. In addition, pursuant to the provisions of the Act, the Authority is required to adjust fares so that transit operating revenues received during a fiscal year equal or exceed 35% of the operating costs of the System, exclusive of depreciation and amortization, for the immediately preceding fiscal year. If the results of any fiscal year's operations reflect that transit operating revenues were less than 35% of the operating costs (exclusive of depreciation and amortization) for the immediately preceding fiscal year, as required by the Act, the Authority must establish fares and charges sufficient to make up the deficit in the immediately succeeding fiscal year. The Authority is required by the Act to operate within a balanced budget.

On July 1, 1995, the cash fare increased from $1.25 to $1.50. On January 1, 2001, the cash fare increased from $1.50 to $1.75. In October 2006, the Authority instituted a new fare media, the Breeze card system. This system is a "smart card" system that allows single fares, weekly and monthly passes as well as stored value capabilities. Discounted Breeze cards for students and half-fare cards for the elderly and the disabled will continue to be provided. On October 1, 2009, single fares increased from $1.75 to $2.00. On October 2, 2011, single fares increased from $2.00 to $2.50.

Federal Grants

The Authority has been the recipient and beneficiary of many federal grants, the proceeds of which have been used to fund costs of the System. The grants have been made to the Authority by the Federal Transit Administration (FTA), one of the operating agencies of the U.S. Department of Transportation.

Award of past, existing and future FTA grants for payments of portions of the costs of the System has been, is and will be contingent upon continued appropriation of funds for FTA by the Congress of the United States, continued compliance by the Authority with established FTA procedures for performing alternative analysis and environmental studies on the benefits and impact of rail transportation service, and compliance with federal contracting procedures and directives as are promulgated by FTA on a periodic basis.

Phase A. FTA reviewed and approved Phase A, and provided approximately $807.5 million in grants to the Authority for payment of a portion of the estimated $1.144 billion cost of Phase A. Payment of all other costs of Phase A was provided from the proceeds of revenue bonds issued by the Authority, available Sales Tax Receipts, and investment income.

Phase B. The Authority funded the $583.5 million cost of Phase B from FTA funds in the amount of $424.8 million, proceeds of revenue bonds issued by the Authority, available Sales Tax Receipts, and investment income.

Phase C. The Authority received two approved FTA Section 3 grants with a combined federal share of $133.6 million and two FTA Section 9 grants with a combined federal share of $19.3 million for Phase C of the System. The Authority, in order to maintain the momentum of the rail development program, started construction of the North-South Line from Brookhaven to Chamblee, and from Lakewood-Ft. McPherson to the Airport prior to receiving authorization from FTA to incur costs in advance of appropriations. In doing so, the Authority was not eligible to receive federal financial participation on portions of Phase C. The Authority began revenue service from Chamblee to the Airport in June 1988, and revenue service on the remaining segment, Doraville, began in December 1992.

The total cost of Phase C was approximately $669 million. The source of funds for these costs included proceeds of revenue bonds issued by the Authority, accumulated Sales Tax Receipts, and investment income and 1985, 1986, 1987 and 1989 FTA grant funds.

Phase D. The Authority received an FTA Section 3 grant of $133.3 million to complete the East Line extension to Indian Creek. The Bankhead segment and the two North Line segments were 100% locally funded. The Authority began revenue service from Ashby to Bankhead in December 1992 and from Avondale to Indian Creek in June 1993. Full revenue service for Phase D was achieved in June 1996 with the opening of the North Line to the Medical Center Station.

The total cost of Phase D was approximately $471.1 million. The source of funds for these costs included grant funds, revenue bonds issued by the Authority and available Sales Tax Receipts and investment income.

Phase E. The Final Environmental Impact Statement for the North Line Extension Project from Medical Center through North Springs was approved by FTA in August of 1991. The Authority received an FTA Section 3 grant in the amount of $92.2 million for engineering, design, right-of-way acquisition and construction of the $118.1 million Dunwoody segment. The Dunwoody segment was placed in revenue service in June 1996. The final cost of the Dunwoody segment is approximately $105.3 million.

In December 1994, the FTA entered into a Full Funding Grant Agreement (FFGA) with the Authority for the development of the North Line Extension from north of Dunwoody Station through North Springs Station. The scope of the FFGA as amended includes all activities necessary to achieve revenue service to Sandy Springs and North Springs stations, including detailed design and engineering, land acquisition, line and station construction and the acquisition of 56 additional heavy rail passenger vehicles. The total estimated cost of the Sandy Springs and North Springs segments, including the procurement of

56 additional rail cars, is $463.2 million. The FFGA commits the FTA to provide a maximum Federal contribution of $370.5 million to the project over a multi-year period. Congress has appropriated, and the Authority has received $370.5 million for this project.

The Sandy Springs and North Springs segments began revenue service in December 2000. The entire Phase E North Line Extension Project cost approximately $568.5 million. Approximately 80% of the total cost of the North Line extension was federally funded through FTA Section 5309 Discretionary Capital grants.

Completion of the System

The ability of the Authority to construct the remainder of the System as described in the Plan and the timing of such construction is dependent upon the future availability of significant additional federal grant funds or other monies. Therefore, the final cost and final completion date for the entire System cannot be accurately projected at this time.

Recent and Future State and Federal Financial Assistance

The receipt from FTA of additional grants for the rail system is conditioned on, among other things, continued Congressional authorization and appropriation, the approval by FTA and the United States Department of Labor of the Authority's grant applications and any additional conditions which may exist from time to time. The Authority intends to compete vigorously for continued federal funds. With the passage of most recent authorization, the Bipartisan Infrastructure Law (BIL), signed by President Biden on November 15, 2021, as enacted in the Infrastructure Investment and Jobs Act, $108 billion was authorized for public transportation – the largest federal investment in public transportation in the nation's history. BIL will boost transit funding for communities all over the country by an average of 30% – helping communities address maintenance backlogs, modernize and expand. The new funding provided under the BIL will help transit agencies reduce the current maintenance backlogs by increasing funding for FTA formula and competitive grant programs. FTA Section 5309 capital grants funds are appropriated annually and allocated within the appropriations bill for rail new-start projects throughout the United States. The Section 5337 State of Good Repair funds are allocated for fixed guideway modernization and bus fixed guideway related projects. Funds for fixed guideway modernization are distributed by formula, to rail and bus systems that have been in operation for seven or more years. On January 27, 2023, FTA published an apportionment notice that apportioned full-year apportionments and allocations for FTA grant programs. For federal fiscal year 2023, the Authority received a distribution of $81.3 million from the Section 5337 Congressional appropriation. Funds for bus related projects are distributed by formula under the Section 5339 Bus and Bus Facilities program. For federal fiscal year 2023, the Authority received a distribution of $3.7 million from the Section 5339 Congressional appropriation for bus/bus facilities. In addition, the Authority received a distribution of $67.5 million from the Section 5307 Urbanized Area Program, for federal fiscal year 2023, for transit capital and operating assistance and for transportation related planning in urbanized areas.

The Authority received $5.5 million in State fiscal year 2023 Transit Trust Funds for the Airport Station Rehabilitation project. The Authority also received $5 million in federal fiscal year 2023 Transit Infrastructure Grants – Community Project Funding, or also known as Congressionally Directed Spending, to support three (3) Authority projects. The three (3) projects that will be partially funded with this award are the Clayton Justice Center Transit Hub, Safe Routes to Transit project, and the Stonecrest Transit Hub. In addition, the Authority was awarded $1.75 million from the Regional Infrastructure Accelerator demonstration program designed to assist entities in developing improved infrastructure priorities and financing strategies for the accelerated development projects that are eligible for funding under the Transportation Infrastructure Finance and Innovation Act (TIFIA) program. The Authority is awaiting the award announcement of two (2) additional competitive discretionary grant programs from federal fiscal year 2023 that could potentially provide up to $15 million in additional federal funding support for prioritized projects.

The Authority plans to apply for additional federal funding under the FTA's multiple competitive funding programs in federal fiscal year 2024 and will continue to assess federal and state funding opportunities, or programs, as announced.

Financial Procedures

Pursuant to the Act, the Authority must adopt an annual operating budget and an annual capital improvements budget that conforms to generally accepted budgetary standards of public bodies. The Authority must fund and maintain an operating budget reserve of ten percent (10%) of the Authority's operating budget revenues for the prior fiscal year. Not later than December 31, 2016 and every four years thereafter, the Authority must cause to be performed an independent management audit on the condition of the management of the Authority which audit will be supervised and approved by MARTOC and delivered to the Board, the Governor of the State, the State Auditor and MARTOC.

The Authority may not authorize any contract for the purchase or construction of any capital improvement project, except to meet a public emergency certified as such by the Board, unless it is included in the annual capital improvements budget, as amended.

Pension Plans

Defined Benefit Pension Plans. The Authority maintains two defined benefit pension plans, one MARTA/ATU Local 732 Employees Retirement Plan, (the "Union Plan"), and one MARTA Non-Represented Pension Plan (the "Non-Rep Plan"). Both plans are single employer plans and are intended to be qualified plans under the Section 401(a) of the Internal Revenue Code of 1986, as amended. The Authority's management team has developed and implemented certain measures, including contribution increases from the Authority and employees to ensure that all plans meet or exceed actuarially computed present value vested benefits as soon as possible. For more detailed information about the Authority's pension plans and other employee benefits, see Notes 12 and 13 to the Authority's financial statements attached to this Official Statement as Appendix B.

Union Plan. The Union Plan provides pension for all members of Division No. 732 of the Amalgamated Transit Union (ATU) and nonmembers who are represented by the Union for bargaining purposes. Union employees are eligible to participate in the Union Plan upon the completion of 60 days of full-time employment.

Union Plan Contributions.

	Employee Contribution (as a % of Pensionable Earnings)	Authority Contribution (as a % of Pensionable Earnings)
Union Plan	4.41%	8.09%

Fiscal year 2022 and fiscal year 2023 annual expenses for the Union Plan were approximately $9.9 million and $10.5 million, respectively. Total pension liabilities for the Union Plan for calendar years 2021 and 2022 total $603.3 million and $606.7 million, respectively, with a market value of Union Plan assets for calendar years 2021 and 2022 of $719.8 million and $589.0 million, respectively, which results in funded levels of 119.3% and 97.1%, respectively.

Non-Rep Plan. The Non-Rep Plan covers all non-union employees hired before January 1, 2005 and Transit Police employees hired before January 1, 2015 and transfers from the Union Plan prior to January 1, 2018. The Non-Rep Plan has been subsequently closed to all new employees and transfers. All non-union new hires are now covered in the MARTA Non-Represented Defined Contribution Plan, discussed below.

Non-Rep Plan Contributions.

	Employee Contribution (as a % of Pensionable Earnings)	Authority Contribution (as a % of Pensionable Earnings)
Non-Rep Plan		
Non-Represented Employee	7.00%	104.8%
Police Officers	8.50	

Fiscal year 2022 and fiscal year 2023 annual expenses for the Non-Rep Plan were approximately $11.2 million and $21.4 million, respectively. Total pension liabilities for the Non-Rep Plan for calendar years 2021 and 2022 total $544.6 million and $540.4 million, respectively, with a market value of Non-Rep Plan assets for calendar years 2021 and 2022 of $505.5 million and $404.7 million, respectively, which results in funded levels of 92.8% and 74.9% respectively.

Defined Contribution Pension Plan. The Authority maintains one defined contribution plan, the MARTA Non-Represented Defined Contribution Plan (the "DC Plan"). The DC Plan provides pension for all full-time non-represented employees of the Authority who were hired on or after January 1, 2005, Transit Police hired on or after January 1, 2015, and those members of the Non-Rep Plan who elected to transfer to the DC Plan. Covered employees are eligible to participate on the first date of employment. The DC Plan provisions, and contributions requirements are established and may be amended by the Authority's Board of Directors. The DC Plan is administered by a retirement plan committee, and Nationwide is the custodian/trustee. The DC Plan does not issue stand-alone financial statements.

DC Plan Benefits Provided. The DC Plan was established to provide retirement, disability, and death benefits. Normal retirement under the DC Plan occurs when a participant reaches the age of 65. A participant will always be 100% vested in his mandatory employee contributions and rollover contributions under the DC Plan. If the participant terminates before his normal retirement date, he will be entitled to receive the vested percentage of his employer contributions based on years of service. Notwithstanding the retirement rules above, the participant's employer contributions will become 100% vested upon the occurrence of any of the following events: when an employee reaches normal retirement age, dies, or becomes disabled.

DC Plan Contributions.

	Employee Contribution (as a % of Plan Compensation)	Authority Contribution (as a % of Plan Compensation)
DC Plan	6.0%	6.0%

The Authority's contributions to the DC Plan for fiscal year 2022 and fiscal year 2023 were $4.9 million and $5.7 million, respectively.

Cash Management Program

As of January 31, 2024, the Authority managed internally and externally approximately $910.3 million in general and reserve funds. The Authority's Investment Policy requires that all cash be invested in U.S. Treasury, U.S. Agency, or any instrumentality of the U.S., or State instruments, in certificates of deposit collateralized by such securities or insured by FDIC insurance or in repurchase agreements with selected financial institutions.

Risk Management

The Authority is insured for public liability, automobile liability, occupational and non-occupational disability claims under a program which maintains various levels of self-insured retentions. Blanket replacement cost insurance is maintained for Authority property. Claims are paid with both operating and capital funds.

The Authority maintains self-insured retentions of $10 million on the liability policy and $5 million on the property policy and purchases excess insurance above that which provides for catastrophic coverage. In addition, various other coverages are purchased to protect the Authority's assets against internal loss.

INVESTMENT CONSIDERATIONS

Investment in the Series 2024 Bonds involves certain risks. The following is a discussion of certain risk factors which should be considered in evaluating the investment suitability of the Series 2024 Bonds. This discussion does not purport to be either comprehensive or definitive. The order in which the risks are presented is not intended to reflect either the likelihood that a particular event will occur or the relative significance of such an event. Moreover, there may be other risks associated with an investment in the Series 2024 Bonds in addition to those set forth herein.

Limited Obligations

The Series 2024 Bonds are limited obligations of the Authority payable solely from and secured by a pledge of and lien on the Sales Tax Receipts and the TAVT Receipts. The payment of the principal of and interest on the Series 2024 Bonds is dependent on the Authority's receipt of Sales Tax Receipts and TAVT Receipts. The owners of the Series 2024 Bonds may not look to any general or other revenues of the Authority, including without limitation, the fare box revenues received by the Authority, for the payment of the principal of and interest on the Series 2024 Bonds, and the Series 2024 Bonds do not constitute general obligations of the Authority.

Infectious Disease Outbreak

Retail sales and other economic activity in Atlanta, Fulton, DeKalb, and Clayton could be harmed by a national or localized outbreak of a highly contagious or epidemic disease. If an outbreak of an infectious disease such as the COVID-19 disease, Zika virus or Ebola virus were to occur nationally, in Georgia or in Atlanta, Fulton, DeKalb and Clayton, the amount of the Sales Tax Receipts and TAVT Receipts received by the Authority could be adversely affected due to a slowdown in retail sales and other economic activity. The Authority cannot predict whether or to what extent the amount of Sales Tax Receipt and TAVT Receipts received by the Authority may be adversely affected by an outbreak of an infectious disease.

Sales Tax is Subject to Change by Georgia General Assembly

The Act and the Atlanta Sales Tax Act authorize Atlanta, Fulton, DeKalb and Clayton to levy the Sales Tax upon the retail purchase, retail sale, rental, storage, use or consumption of tangible personal property and certain services rendered within the geographic boundaries of those counties and city, subject to certain exceptions. The Sales Tax is to correspond as nearly as practicable, except as to rate, with the State Sales Tax levied pursuant to Article 1 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended, and as it may from time to time be amended. As a result, the sales, uses and services subject to the Sales Tax are identical to those subject to the State Sales Tax, except that sales of tangible personal property ordered by and delivered to a purchaser outside the geographical area of Atlanta, Fulton, DeKalb or Clayton are not subject to the Sales Tax regardless of the point at which title passes. The State may modify the State Sales Tax at any time, which modifications may include the creation of additional exemptions from the State Sales Tax and, effectively, the Sales Tax. Such modifications may have an adverse effect on Sales Tax Receipts.

Potential De-Annexation of a Portion of Atlanta

Subject to certain requirements under State law, land may be de-annexed from cities in Georgia by a local act of the General Assembly of the State of Georgia (the "General Assembly"). During the 2021-2022 regular session of the General Assembly, House Bill 854 (the "House De-annexation Bill") was introduced in the House of Representatives of the General Assembly. The House De-annexation Bill sought to, among other things, provide for a referendum regarding the de-annexation of an area of Atlanta (the "De-annexation Referendum"), which was anticipated to include all or a portion of the area of Atlanta known as "Buckhead" (the "De-annexation Area"). The De-annexation Area includes nearly 20% of the residents of Atlanta. The House De-annexation Bill failed to become law during the 2021-2022 regular session as it was not presented to the members of the Georgia House of Representatives for a vote.

In early February 2023 during the 2023-2024 regular session of the General Assembly, Senate Bill 114 (the "Senate De-annexation Bill") was introduced in the Senate of the General Assembly. Like the House De-annexation Bill, the Senate De-annexation Bill sought to, among other things, provide for a De-annexation Referendum for the De-annexation Area. On March 2, 2023, a majority of the members of the Georgia Senate (33 of 56 members) voted to defeat the Senate De-annexation Bill.

Currently, the Authority is unable to predict whether any similar legislation will ever be enacted into law and, if enacted, whether a majority of the voters in the De-annexation Area will approve the De-annexation Referendum. To the extent that similar legislation is enacted into law in the future and the resulting referendum is approved by a majority of voters in the De-annexation Area, the Atlanta Sales Tax Receipts to be paid to the Authority in the future may be adversely impacted unless the Georgia General Assembly provides for the continued collection of the Atlanta Sales Tax within the De-annexation Area for some period of time after such de-annexation becomes effective.

Secondary Market and Prices

The Underwriters will not be obligated to repurchase any of the Series 2024 Bonds, and no representation is made concerning the existence of any secondary market therefor, nor can any assurance be given that any secondary market will develop following the completion of the offering of the Series 2024 Bonds, and no assurance can be given that initial offering prices for the Series 2024 Bonds will continue for any period of time. Therefore, any prospective purchaser of the Series 2024 Bonds should undertake an independent investigation through its own advisors regarding the desirability and practicality of an investment in the Series 2024 Bonds. Any prospective purchaser should be aware of the long-term nature of an investment in the Series 2024 Bonds and should assume that it will have to bear the economic risk of its investment for an extended period of time.

Ratings

As of the date of initial issuance and delivery of the Series 2024 Bonds, the Series 2024 Bonds are rated by S&P and Kroll (see "RATINGS"). There is no assurance that any rating will be maintained for any given period of time or that it will not be revised downward or withdrawn entirely by S&P or Kroll if, in its judgment, circumstances so warrant. The Authority undertakes no responsibility to oppose any such revision or withdrawal.

LITIGATION

The Authority is a party to a number of arbitration and litigation matters relating to disputes with the Union, alleged breaches of contract, condemnation of real property, personal injuries allegedly arising out of the operation of the System, and alleged damages for injury to persons and property arising out of System construction. The outcome of these matters is not presently determinable; however, it is the opinion of the several counsel representing the Authority in the matters described in this paragraph, that the ultimate result of these matters will not affect the validity of the Series 2024 Bonds or the security therefor. In the opinion of the several counsel representing the Authority in the matters described in this paragraph, the ultimate resolution of these matters will not materially adversely affect the financial position of the Authority.

CONTINUING DISCLOSURE UNDERTAKING

The Authority has covenanted that not later than each January 31st immediately following the end of each fiscal year of the Authority, commencing with the fiscal year ending June 30, 2024, the Authority will provide or cause to be provided certain Annual Financial Information (as described below) to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB (which, as of the date hereof, is the Electronic Municipal Market Access ("EMMA") system of the MSRB). Such "Annual Financial Information" includes (1) the financial information and operating data with respect to the Authority of the type contained in this Official Statement under the captions "THE SALES TAX" and "DEBT STRUCTURE; DEBT SERVICE REQUIREMENTS" and (2) annual financial statements, prepared in accordance with generally accepted accounting principles, audited by a firm of independent certified public accountants, if available. If audited financial statements are not available, the Authority will supply unaudited financial statements by the due date set forth below and provide audited financial statements as soon as practicable thereafter. Such information may be provided by cross-reference to documents previously provided to the MSRB.

In addition, the Authority has covenanted to provide or cause to be provided, in a timely manner not in excess of ten (10) business days after the occurrence of the event, to the MSRB, notice of any of the following events with respect to the Series 2024 Bonds:

(1) Principal and interest payment delinquencies;
(2) Nonpayment related defaults, if material;
(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers or their failure to perform;
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determination of taxability, material notices or determinations with respect to the tax status

of the Series 2024 Bonds or other material events affecting the tax status of the Series 2024 Bonds;

(7) Modifications to rights of Series 2024 Bondholders, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution or sale of property securing repayment of the Series 2024 Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the Authority;

(13) The consummation of a merger, consolidation or acquisition of the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or change of name of trustee, if material;

(15) Incurrence of a financial obligation of an obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of an obligated person, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of an obligated person, any of which reflect financial difficulties.

For the purposes of this section of the Official Statement, the term "financial obligation" means (i) a debt obligation, (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided that such term does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

The Authority has also covenanted to provide or cause to be provided, in a timely manner, to the MSRB, notice of any failure of the Authority to timely provide the Annual Financial Information.

The continuing disclosure undertakings described above are for the benefit of the beneficial owners of the Series 2024 Bonds (the "Bondholders") and are being made in order to assist the Original Purchasers in complying with Rule 15c2-12. Unless otherwise required by law, no Bondholder or beneficial owner is entitled to damages resulting from the Authority's noncompliance with its continuing disclosure undertakings; however, Bondholders and beneficial owners may take action to require performance of such obligation by any judicial proceeding available. Breach of the continuing disclosure undertakings does not constitute an event of default under the Indenture and any rights and remedies provided in the Indenture in the event of default thereunder are not applicable to a breach of the continuing disclosure undertakings.

The continuing disclosure undertakings described herein with respect to the Authority will be in effect from and after the issuance and delivery of the Series 2024 Bonds and will extend to the earlier of (i) the date all principal, premium, if any, and interest on the Series 2024 Bonds shall have been paid or deemed paid pursuant to the terms of the Indenture, or (ii) the date on which those portions of Rule 15c2-12 which required the written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Series 2024 Bonds.

The Authority's continuing disclosure undertakings may be amended from time to time without the consent of the owners of the Series 2024 Bonds if such amendment would not, in and of itself, cause the undertakings (or action of the Original Purchasers in reliance on the undertakings herein) to violate Rule

15c2-12, as amended or officially interpreted from time to time by the SEC. The Authority will provide notice of such amendment to each Repository with its Annual Financial Information.

Pursuant to the continuing disclosure agreements previously executed by the Authority pursuant to Rule 15c2-12 and the continuing disclosure agreement to be executed by the Authority on the date of issuance of the Series 2024 Bonds, the Authority has agreed and will agree to file its financial statements and certain operating data not later than each January 31st immediately following the end of each fiscal year. The Authority has complied in all material respects with all of its continuing disclosure agreements during the past five years.

TAX MATTERS

Federal Tax Exemption

Opinion of Bond Counsel. In the opinion of Holland & Knight, LLP, Bond Counsel, as more fully described below, under existing law and assuming continuing compliance by the Authority with certain tax covenants, interest on the Series 2024 Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and is not treated as an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals under the Code; however, the interest on the Series 2024 Bonds is included in the "adjusted financial statement income" of certain corporations on which the federal alternative minimum tax is imposed under the Code.

The foregoing opinions of Bond Counsel are subject to the condition that the Authority complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2024 Bonds in order for interest on the Series 2024 Bonds to be excludable from gross income for federal income tax purposes. The Authority has covenanted to comply with such requirements.

The scope of the foregoing opinions of Bond Counsel is limited to matters addressed above and no opinion is expressed by Bond Counsel regarding other federal income tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series 2024 Bonds. In rendering such opinions, Bond Counsel further assumes and relies upon (i) without undertaking to verify the same by independent investigation, the accuracy of the representations, statements of intention and reasonable expectation, and certifications of fact of the Authority with respect to matters affecting the excludability of interest on the Series 2024 Bonds from gross income for federal income tax purposes under the Code; and (ii) continuing compliance by the Authority with the applicable requirements of the Code as to such tax matters and certain procedures, agreements and covenants that must be met subsequent to the issuance of the Series 2024 Bonds in order that interest on the Series 2024 Bonds be and remain excludable from gross income for federal income tax purposes.

As to certain questions of fact material to the opinion of Bond Counsel, Bond Counsel has relied upon representations and covenants made on behalf of the Authority and certificates of appropriate officers and public officials (including certifications as to the use of proceeds of the Series 2024 Bonds and of the property financed or refinanced thereby).

Bond Counsel has not been engaged or retained to monitor post-issuance compliance. Failure of the Authority to comply with such requirements may cause the interest on the Series 2024 Bonds to not be excludable from gross income for federal income tax purposes retroactively to the date of issuance of the Series 2024 Bonds irrespective of the date on which such noncompliance occurs or is ascertained.

Bond Counsel's opinions set forth above are based upon current facts and circumstances, and upon existing law and interpretations thereof, as of the date such opinions are delivered and Bond Counsel assumes no affirmative obligation to update, revise or supplement such opinions to reflect any action thereafter taken or not taken or if such facts or circumstances, or laws or interpretations thereof, change after the date of such opinions, including, without limitation, changes that adversely affect the excludability of interest on the Series 2024 Bonds, even if such actions, inactions or changes come to Bond Counsel's attention. Further, such opinions are limited solely to the matters stated therein, and no opinion is to be implied or is intended beyond the opinions expressly stated therein. Moreover, the opinion of Bond Counsel is only an opinion and not a warranty or guaranty of the matters discussed or of a particular result, and is not binding on the Internal Revenue Service (the "IRS") or the courts.

Original Issue Premium. The Series 2024 Bonds maturing on July 1 in the years 20__ through 20__, inclusive (collectively, the "Series 2024 Premium Bonds"), have been sold to the public at an original issue premium. Section 171(a) of the Code provides rules under which a bond premium may be amortized and a deduction allowed for the amount of the amortizable bond premium for a taxable year. Under Section 171(a)(2) of the Code, no deduction is allowable for the amortizable bond premium in the case of bonds, like the Series 2024 Premium Bonds, the interest on which is excludable from gross income. Under Section 1016(a)(5) of the Code, the purchaser's basis in a Series 2024 Premium Bond will be reduced by the amount of the amortizable bond premium disallowable as a deduction under Section 171(a)(2) of the Code. Proceeds received from the sale, exchange, redemption or payment of a Series 2024 Premium Bond in excess of the owner's adjusted basis (as reduced pursuant to Section 1016(a)(5) of the Code), will be treated as a gain from the sale or exchange of such Series 2024 Premium Bond and not as interest.

The federal income tax treatment of original issue premium under the Code, including the determination of the amount of amortizable bond premium that is allocable to each year, is complicated and holders of Series 2024 Premium Bonds should consult an independent tax advisor in order to determine the federal income tax consequences to them of purchasing, holding, selling or surrendering a Series 2024 Premium Bond at its maturity.

Original Issue Discount. The Series 2024 Bonds maturing on July 1 in the years 20__ through 20__, inclusive (collectively, the "Discount Bonds"), have been sold to the public at an original issue discount. Generally, the original issue discount is the excess of the stated redemption price at maturity of such a Discount Bond over the initial offering price to the public (excluding underwriters and other intermediaries) at which price a substantial amount of that maturity of the Discount Bonds was sold. Under existing law, an appropriate portion of any original issue discount, depending in part on the period a Discount Bond is held by the purchaser thereof, will be treated for federal income tax purposes as interest that is excludable from gross income rather than as taxable gain. Original issue discount will not be treated as an item of tax preference for purposes of the alternative minimum tax.

Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compounded basis. The amount of original issue discount that accrues to an owner of a Discount Bond, who acquires the Discount Bond in this initial offering, during any accrual period generally equals (i) the issue price of such Discount Bond plus the amount of original issue discount accrued in all prior accrual periods multiplied by (ii) the yield to maturity of such Discount Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), less (iii) any interest payable on such Discount Bond during such accrual period. The amount of original issue discount so accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excluded from gross income for federal income tax purposes, and will increase the owner's tax basis in such Discount Bond. Proceeds received from the sale, exchange, redemption or payment of a Discount Bond in excess of the owner's adjusted basis (as increased by the amount of original issue discount that has accrued and has been treated as tax-exempt interest in such owner's hands), will be treated as a gain from the sale or exchange of such Discount Bond and not as interest.

The federal income tax consequences from the purchase, ownership and redemption sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of Discount Bonds should consult their own tax advisors with respect to the consequences of owning Discount Bonds, including the effect of such ownership under applicable state and local laws.

Other Tax Consequences.

The following is a brief discussion of certain collateral federal income tax matters with respect to the Series 2024 Bonds. It does not purport to address all aspects of federal taxation that may be relevant to a particular owner of any Series 2024 Bonds. Bond Counsel has not expressed an opinion regarding the collateral federal income tax consequences that may arise with respect to the Series 2024 Bonds.

Prospective purchasers of the Series 2024 Bonds should be aware that ownership of, receipt or accrual of interest on, or disposition of, tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S Corporations with "excess net passive income" and foreign corporations subject to the branch profits tax, individuals eligible to receive the earned income tax credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Series 2024 Bonds.

Information Reporting and Backup Withholding. Interest paid on the Series 2024 Bonds, is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2024 Bonds from gross income for federal income tax purposes, however, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2024 Bonds, under certain circumstances, to "backup withholding" at the fourth lowest rate applicable to unmarried individuals with respect to payments on the Series 2024 Bonds and proceeds from the sale of the Series 2024 Bonds. Any amounts so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2024 Bonds. This backup withholding generally applies if the owner of Series 2024 Bonds (i) fails to furnish the paying agent (or other person who otherwise would be required to withhold tax from such interest payments) such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes the paying agent an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the paying agent or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2024 Bonds also may wish to consult with independent tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding and the procedures for obtaining exemptions from backup withholding.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2024 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN SERIES 2024 BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE SERIES 2024 BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

State Tax Exemption

In the opinion of Bond Counsel, under existing law, interest on the Series 2024 Bonds is exempt from present state income taxation within the State of Georgia. Interest on the Series 2024 Bonds may or may not be subject to state or local income taxation in jurisdictions other than the State of Georgia. Each purchaser of the Series 2024 Bonds should consult an independent tax advisor regarding the tax-exempt status of interest on the Series 2024 Bonds in a particular state or local jurisdiction other than the State of Georgia.

Reference is made to the proposed form of the opinion of Bond Counsel attached hereto as Appendix D, "Form of Bond Counsel Opinion" for the complete text thereof.

RATINGS

S&P and Kroll have assigned their municipal bond ratings of "AAA" and "AAA", respectively, to the Series 2024 Bonds. Any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing such rating. Generally, rating agencies base their ratings on the information and materials furnished to the agencies and on investigations, studies, and assumptions by the agencies. There is no assurance that any such ratings will remain in effect for any given period of time or that they will not be lowered or withdrawn entirely if, in the judgment of the agency originally establishing the respective ratings, circumstances so warrant. Any such change in or withdrawal of such ratings could have a material adverse effect on the market price of the Series 2024 Bonds.

APPROVAL OF LEGAL PROCEEDINGS

Certain matters incidental to the authorization and issuance of the Series 2024 Bonds are subject to the approving opinion of Holland & Knight LLP, Bond Counsel. The form of opinion Bond Counsel proposes to render is attached hereto as Appendix D. Certain legal matters will be passed upon for the Authority by counsel to the Authority and disclosure counsel, Kutak Rock LLP, Atlanta, Georgia, and for the Underwriters by Hunton Andrews Kurth LLP, Atlanta, Georgia.

PROFESSIONAL CONSULTANTS

The Report of the Georgia State University Economic Forecasting Center, attached hereto as Appendix A, and the information from such Report contained herein, have been included in reliance upon the authority of such firm as experts.

PFM Financial Advisors LLC serves as financial advisor to the Authority in respect to the issuance of the Series 2024 Bonds.

INDEPENDENT AUDITORS

The financial statements of the Authority as of and for the year ended June 30, 2023, attached hereto as Appendix B, have been audited by Crowe LLP, Atlanta, Georgia, independent accountants, as indicated in its report dated November 17, 2023, with respect thereto. Crowe LLP has not examined, compiled, or otherwise applied procedures to the Report prepared by the Economic Forecasting Center attached hereto as Appendix A and, accordingly, does not express an opinion or any other form of assurance on it. Crowe LLP has not examined, compiled, or otherwise applied procedures to any financial statements of the Authority for any period after June 30, 2023. **The Authority has not requested or obtained the**

consent of Crowe LLP to the inclusion of its audit report dated November 17, 2023 in this Official Statement.

INTEREST OF NAMED EXPERTS AND COUNSEL

The payment of the fees and expenses of PFM Financial Advisors LLC, financial advisor to the Authority, Holland & Knight LLP, Bond Counsel, Townsend & Lockett, LLC, special counsel to the Authority, Kutak Rock LLP, counsel to the Authority and disclosure counsel to the Authority and Hunton Andrews Kurth LLP, counsel to the Underwriters, is contingent on the issuance and sale of the Series 2024 Bonds.

UNDERWRITING

Jefferies LLC, on behalf of itself and as a representative of Wells Fargo Bank, National Association, Loop Capital Markets LLC and Siebert Williams Shank & Co., LLC (collectively, the "Underwriters"), has agreed to purchase (1) the Series 2024A Bonds at a purchase price of $__________ (representing par [plus/less] a net original issue [premium/discount] of $__________ and less an underwriters' discount of $__________) and (2) the Series 2024B Bonds at a purchase price of $__________ (representing par [plus/less] a net original issue [premium/discount] of $__________ and less an underwriters' discount of $__________). The Underwriters have committed to purchase all of the Series 2024 Bonds, if any Series 2024 Bonds are purchased. The obligation of the Underwriters to purchase the Series 2024 Bonds is subject to a number of terms and conditions set forth in a Bond Purchase Agreement between the Authority and the Underwriters. The Underwriters have advised the Authority that they intend to make a public offering of the Series 2024 Bonds at the prices set forth on the inside front cover page hereof. The Underwriters may offer and sell the Series 2024 Bonds to certain dealers (including dealers depositing the Series 2024 Bonds into investment trusts) and others at prices lower than the offering price stated on the inside front cover page hereof.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the Underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the Authority and to persons and entities with relationships with the Authority, for which they received or will receive customary fees and expenses.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association ("WFBNA"), which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Finance Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

WFBNA, acting through its Municipal Finance Group, one of the underwriters of the Series 2024 Bonds, has entered into an agreement (the "WFA Distribution Agreement") with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name "Wells Fargo Advisors") ("WFA"), for the distribution of certain municipal securities offerings, including the Series 2024 Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Series 2024 Bonds with WFA. WFBNA has also entered into an agreement (the "WFSLLC Distribution Agreement") with its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Series 2024 Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

Jefferies and Wells Fargo Bank, National Association are serving as joint dealer managers in connection with the Tender Offer for the portion of the Series 2015B Bonds, the Series 2015C Bonds, the Series 2016B Bonds, the Series 2017C Bonds, the Series 2020B Bonds and the Series 2021D Bonds that will be purchased by the Authority. Such purchase will be funded with the proceeds from the Series 2024B Bonds. Pursuant to the Invitation to Tender, Jefferies and Wells Fargo Bank, National Association, are acting as joint dealer managers, and not as Underwriters, of the Series 2024 Bonds. See "PLAN OF FINANCE AND REFUNDING" herein. The Dealer Managers will be separately paid a customary fee for serving as joint dealer managers and will be reimbursed for any expenses they incur as Dealer Managers from the proceeds of the Series 2024B Bonds.

MISCELLANEOUS

The Authority has furnished all of the information in this Official Statement relating to the Authority. Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. The distribution of this Official Statement has been duly authorized by the Authority.

APPENDIX A

FEBRUARY 9, 2024 REPORT OF ECONOMIC FORECASTING CENTER, GEORGIA STATE UNIVERSITY, ECONOMIC CONSULTANTS

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ECONOMIC
FORECASTING
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Georgia State University
J. Mack Robinson
COLLEGE of BUSINESS

February 9, 2024

Kevin Hurley
Deputy Chief Financial Officer
MARTA
2424 Piedmont Road, NE
Atlanta, GA 30324

Re: Sales Tax Projections for FY2024-FY2053

Dear Mr. Hurley,

Enclosed is our analysis of MARTA's sales and use tax revenues with quarterly projections for 2024q1 to 2032q4, and annual projections through FY2053.

By the real GDP metric, the U.S. economy grew by 2.5% in calendar year 2023 which was better than the 1.9% growth rate experienced in 2022. The much "forecasted" recession didn't happen in 2023 even as the Federal Reserve had sharply raised the short-term interest rates by 525 basis points to tame inflation between March 2022 and July 2023. Meanwhile, job growth averaged a strong 255,000 per month in 2023, which was one-third lower than the 2022 monthly pace. This slowdown is clearly a result of higher interest rates as well as weak economic conditions in China and Europe that impacted the demand for U.S. products (exports) from a 7.0% growth in 2022 to only 2.7% increase in 2023. Adding to this slowdown were the numerous layoffs at not only large technology companies such as Meta, Amazon, Microsoft and Google but also among the small cap tech concerns such eBay, SAP, Shopify, Tulip and many others. The layoffs were not only at the technology hubs in California and Washington but was also in Austin and Atlanta.

Consequently, in 2023, at the national level the Corporate and Information sectors, the two highest paying employment sectors, together added only 7,000 monthly jobs (just 5% of overall monthly job additions), whereas in 2022 these two sectors added 65,000 monthly jobs (a nicer 17% of monthly job additions). The supporting business-to-business sector (Wholesale Trade) and the Finance sectors also slowed their 2023 monthly job additions to half the pace seen in 2022. Thus, these four white-collar jobs sectors created jobs in 2023 at only one-fifth of the numbers experienced in 2022. Consequently, majority of jobs (almost 55%) were in low paying service sectors of Hospitality, Retail, Construction, Education and Healthcare and the gig economy (Other Services sector). In sum, it is not just the total number of jobs created that matters but also their quality or the earning potential that is key to sustaining the future spending power of the consumers.

The cumulative effect of higher business financing costs, rising mortgage rates, and deteriorating job quality is evident in the growth rate of national retail sales numbers. If one excludes the gasoline and motor vehicle sales (not subject to sales tax from MARTA's perspective) from the total sales number, this adjusted metric of retail sales grew only 3.4% in 2023, a sharp slowdown from the 7.2% growth rate seen in 2022. Another reason for this slowdown is the sharp decline in consumer price inflation. The national CPI index that had expanded at a 6.3% rate in January 2023 had moderated steadily to 3.3% pace by December 2023. Restaurant food price inflation, a big driver of sales tax at any level, has also eased sharply from its 8.3% inflation rate at the start of 2023 to 5.2% by year-end. This moderation is expected to continue in coming months of this year too. The national economy is expected to slow to 2.1% real GDP growth in the first half of 2024 and then further to 1.1% in the second half of 2024.

The Federal Reserve had hiked its benchmark rate by 525 basis points by last July and since then has stood pat. Chairman Powell gave clear indications at his press conference in late January that if the expected progress in inflation moderation continues (implying further softening of aggregate demand) then they will be quite amenable to rate cuts. This will relieve pressure on the residential real estate markets from higher rates. Mortgage rates have come down a bit in the last three months by over 120 basis points but they are still above 6.5% which is affecting not only existing home sales but also new ones. Every new home constructed and sold is a sales tax bonanza while it is being built (tax collected on building materials), when it is finished for a sale (appliances, cabinetry, carpets etc.) and then when the buyers move in to live (furnishings, furniture, electronics etc.). New home sales at the end of 2023 were down almost 30% from the levels seen in early 2021. Consequently, combined retail sales in the categories of furniture, furnishings and electronics that were growing at a 35.0% annualized rate in the first half of 2021 when new home sales were at their peak, moderated sharply to a 2.6% contraction rate by late 2022. As new home sales activity recovered a bit in the first half of 2023, these retail categories stopped their bleeding but when new home sales weakened again in the second half of 2023, then sales in these categories declined again by 1.9%.

The best indicator of future new home sales, namely housing starts, stood at 1.42 million in 2023. They are not expected to rise by much in the coming years even as the Fed undertakes rate cuts in the second half of 2024 and stretching into 2025. However, at this moment, notwithstanding some softness in home prices since their peak in mid-2022, they are still higher by almost 50% since pre-COVID levels (start of 2020). Thus, affordability will be the key to selling more new homes even as mortgage rates come down by another 100 basis points in the coming eighteen months. As discussed before, job quality of current job additions is questionable and is not expected to improve anytime soon. When catalyst sectors that start the money multiplier process are either planning to another round of layoffs this year (big tech companies) or stop hiring (corporate headquarters) then it's hard for rest of economy to grow. The service sectors may not layoff people as the job market is still tight at that end. They fear that laid off workers may not be available when the business cycle turns up, as it eventually will but with a lag after the rate cuts. This is a job growth pause and not a stall forecast.

Georgia and Atlanta metro area (70% of state's employment and income share) have now fully recovered from COVID induced job losses. The December 2023 nonfarm employment levels for Georgia have now surpassed the pre-COVID employment high mark of February 2022 by almost 290 thousand jobs. However, in 2023 the lack of job quality issue seen at the national level was even more prominent here. In fact, the high-paying catalyst sectors (Corporate, Wholesale, Tech, Finance and Manufacturing) in total lost jobs in 2023. Thus, almost 80% of the 2023 job additions were in the low-paying service providing sectors. This is also reflected in the *gross* sales tax collections at the state level. They were growing at 9.1% rate (year-over-year) in the first quarter of 2023 and by the fourth quarter they showed an anemic 1.9% growth. One activity that helps in tax collections is the strength of hospitality industry at the Atlanta metro level. This was an outsized driver in MARTA's collections in 2021 and 2022 as convention and meeting business in Atlanta picked up earlier than the nation. Consequently, in FY2022 MARTA's collections grew a spectacular 19.3% when both job growth and its quality were strong and there was a ramp up in restaurant food inflation to over 8%. In 2023, as food price and room rent inflation have come down sharply, it has affected the tax collections. In FY2023, the collections grew by a lower 6.2%. In the current fiscal year's (2024) last seven months, the growth rate of MARTA's collections has moderated further to an anemic 1.6% as hotel room rates (national hotel room rate index) have dropped by almost 6%.

Going forward the expectant slowdown in the national economy will be felt in metro economy too. The expected further tech layoffs may be more of a problem for metro areas on the West coast where these firms are headquartered (from San Diego to Seattle). But these companies do have satellite offices in the metro area, and are concentrated in the Fulton and Dekalb counties. Furthermore, the ripple effect on non-tech business is expected here too as many large corporations with global reach are headquartered who will deal with the pain of anemic revenue growth by paring the headcount. The metro Atlanta economy added 107.3 thousand jobs in 2022, and a lower 61.7 thousand jobs in 2023. Job growth will be a smaller 26.1 thousand in 2024 before picking up in 2005 to 56.7 thousand, and further to 73,9 thousand in 2026.

There is one trend that helps Georgia's economy weather the economic slowdown better than nationally: domestic migration numbers that are large and positive. More people coming to the state boost spending over and above what job growth numbers can imply. Georgia gained 58 thousand people in 2023 whereas a state like California lost 338 thousand. This is good but the migration numbers moderated almost 30% from its 2022 pace of 81 thousand. This is also evident in the multi-family permitting activity in Fulton and DeKalb counties that dropped from 11,893 permits in 2022 to 8,761 in 2023, a drop of 26%. Less building means less sales tax collections. Permits are not expected to grow until 2026 when job growth and its quality is both on the higher side.

A curveball in 2022 was Russia's invasion of Ukraine. This initially led to a sharp spike in gasoline prices but as they eased in 2023 (more domestic oil output plus sustained releases from strategic petroleum reserves) it put some money back in consumers' pockets. Currently, the volatile situation in Middle East fortunately hasn't produced any oil-price spike. Any deterioration or expansion of hostilities in that region can cause a world oil supply shock. Given that the U.S. strategic petroleum reserves are now depleted by almost 50%, another release from it is unlikely to mitigate a future oil price spike.

Other assumptions behind the sales tax projections are:

- Overall GDP growth will be 2.4 percent in 2024, 1.6 percent in 2025 and 2.2 percent in 2026.
- CPI inflation will be 2.9 percent in 2024, drop to 2.2 percent in 2025, and then moderate a bit to 2.1 percent in 2026.
- The 10-year bond rate will average 3.9 percent in 2024, 3.4 percent in 2025 and 3.6 percent in 2026. Thus, housing starts will average 1.420 million in 2024, 1.466 million in 2025 and 1.454 million in 2026.
- Oil price will be $74.9 a barrel in 2024, rise a bit to $78.9 in 2025, and further to $85.2 in 2026.

Quarterly Sales Tax Model

We had re-estimated our 2005 model to include the addition of Clayton County. The model also accounted for leakages for ad valorem tax revenues. This model is listed below and has found to give a good representation of linkages between job growth and tax collections:

$$\begin{aligned}\text{Price adjusted collections (000)} &= \underset{(0.76)}{12{,}400.8} + \underset{(6.20)}{41.8} * \text{Lagged Metro Employment (000)} \\ &- \underset{(0.74)}{944.9} * \text{Season2} - \underset{(0.93)}{1{,}165.8} * \text{Season3} - \underset{(1.75)}{2{,}243.3} * \text{Season4} - \underset{(7.23)}{275.4} * \text{Time}\end{aligned}$$

Our forecasting equation model price-adjusted collections as a function of lagged metro area employment, a constant, and a time trend, while controlling for the seasonal fluctuations of collections. Thus, our model was estimated using data from 2004 to the third quarter of 2014. We were somewhat limited with data points compared to our 2005 estimation exercise, since actual data on Clayton county sales tax collections begins only in 2004. The t-statistics of the estimated parameter values are in parentheses in the above equation. The coefficient on the lagged employment variable is highly significant with a t-statistic of 6.20. We used lagged employment values, as there is a lag in the sales tax collection and reporting procedure. Therefore, lagging the independent variable reconciles the timing issue. Simple logic indicates that salary payments today are for work completed yesterday, which then determines current consumption and therefore sales tax collections. The coefficient on our time variable is highly significant with a t-statistic of 7.23. Thus, compared to our 2005 model, the coefficients have either maintained their predictive power or improved. The R-squared statistic is high at 0.715, as well as the adjusted R-squared at 0.675. As a sensitivity check, we estimated the model without Clayton – in other words using just Fulton and DeKalb sales and use tax collections – and found similar coefficients for the 2004-2014Q3 time-period.

To account for the collections of half cent from City of Atlanta that began in April 2017 (resulting from the 2016 referendum), we have used as a first proxy the behavior of the City of Atlanta's TSPLOST 2 which was a 0.4 cent and implemented at the same time. The ad hoc adjustment that we make assumes very little leakage (aka an elasticity of almost 1). A more formal model will be estimated later.

In our long-term forecast, we added near recessions at approximately seven-year intervals to reflect the cyclical characteristics of the economy. This approach may lead to errors in a single year in the event of a recession, but the moderation followed by a return to trend growth should provide reasonable estimates of economic activity over time.

Table 1 Quarterly Projections

QUARTERLY SALES TAX REVENUE			
PERFORMANCE AND PROJECTIONS: 2023-2032 CALENDAR YEAR			
Quarter	Revenue (000s)	Quarter	Revenue (000s)
2023:01	177,480	2028:01	203,993
2023:02	176,321	2028:02	204,152
2023:03	179,754	2028:03	207,107
2023:04	178,219	2028:04	206,718
2024:01	179,301	2029:01	213,442
2024:02	177,345	2029:02	213,834
2024:03	179,555	2029:03	217,123
2024:04	178,195	2029:04	216,910
2025:01	179,601	2030:01	224,033
2025:02	178,348	2030:02	225,123
2025:03	180,772	2030:03	228,178
2025:04	180,114	2030:04	227,532
2026:01	186,223	2031:01	234,334
2026:02	187,943	2031:02	234,975
2026:03	191,113	2031:03	238,552
2026:04	189,645	2031:04	238,514
2027:01	195,558	2032:01	246,116
2027:02	195,835	2032:02	247,365
2027:03	198,452	2032:03	250,936
2027:04	197,768	2032:04	250,605

**Source: Historical data provided by MARTA. Projections for 2024q1-2032q4 were based on the model explained earlier with an inflation rate superimposed on projections of real activity.*

Modeling Tax Collections

Ideally, sales taxes would be related to changes in retail sales and to any tax base or tax rate changes that develop. Although further erosion of the base is possible if food exemptions are again legislated in the future, we have assumed no base erosion. We expect no rate changes in current projections.

One accepted approach would be the use of standard economic relationships to estimate per capita sales after adjustment for inflation, application of population estimates to convert those projections into retail sales, and then a derivation of sales tax receipts via ratio to sales. Unfortunately, some of the variables that would be necessary to derive real per capita sales, such as wealth, are not easily available at the county level. Inflation-adjusted incomes for the county depend upon earnings, transfer payments, and property incomes. Income estimates are available historically by county. However, a model would be needed to project personal incomes before we could derive sales. Furthermore, population changes would be related to employment opportunities as well as residential selection within the metro area. Finally, taxable sales are not available by county and are no longer produced for the metro area.

In short, any model would need employment estimates to derive income and population estimates. These estimates then would be used to derive retail sales. Sales tax receipts then would be developed from retail sales projections. When all the steps are consolidated, employment becomes the basic determinant of net sales tax receipts. Therefore, we preferred a consolidated model that directly derives net sales tax receipts from employment to the development of a set of relationships, all of which depend upon employment projections.

Historically, employment for individual counties is available with a lag along with employment for the Atlanta MSA. However, a relatively consistent decay in employment shares for MARTA counties has developed in recent years. Therefore, a variable that incorporates this shifting share of Atlanta employment should be used in any projection model. Moreover, the Economic Forecasting Center at Georgia State University has been forecasting Atlanta employment since 1975 with some considerable degree of success. To exploit this metropolitan forecasting competence and capture the shifting shares of employment in Fulton and DeKalb counties, our forecasting model used Atlanta employment projections and a share-shifting time variable.

Once forecasts are derived for Atlanta employment, the model estimates real net sales tax receipts. An inflation factor must be included to gross these sales to actual values. Our estimates of use taxes then are added to the sales tax receipts to determine total MARTA receipts.

Sales tax estimates are sensitive to inflation projections we used forecasted values from Georgia State University's Forecast of the Nation to determine inflation through 2020, and based the rest of the years on a special forecast prepared for the project. Finally, our forecasts of sales and use tax receipts correspond with June 30 fiscal years used by MARTA. Of course, economic conditions reflect calendar years.

Assumptions

The assumptions about employment growth for 2023 to 2052 are contained in Table 2.

- Inflation is expected to remain relatively reasonable after the current inflationary episode is over. The assumptions about inflation for 2023 to 2052 are contained in Table 3.
- No further changes in boundaries, government structure, or state involvement in local government were assumed.
- This report includes the addition of the half penny tax for **MARTA** in the City of Atlanta. No further changes in tax rates or base changes were assumed.
- Alternative tax changes in non-**MARTA** counties were not assumed to alter the metropolitan area shopping patterns.
- No government or resource-induced limits to growth were assumed in the projections.
- The counties included in the report are Fulton, DeKalb, and Clayton, all of which provide revenues to **MARTA** during the forecast period.

Table 2

EMPLOYMENT HISTORY & PROJECTIONS FOR ATLANTA 2000-2050			
YEAR	LEVEL	ANNUAL JOBS ADDED (5-YEAR AVG)	5-YEAR GROWTH RATE
2000	2,299.7	81.8	4.0
2005	2,345.6	9.1	0.4
2010	2,276.3	-13.8	-0.6
2015	2,582.3	61.3	2.6
2020	2,702.7	27.1	1.0
2025	3,120.9	84.1	2.9
2030	3,467.5	73.2	2.2
2035	3,824.3	72.1	2.0
2040	4,222.2	80.4	2.0
2045	4,597.8	75.9	1.7
2050	5,031.5	87.7	1.8

Table 3

INFLATION HISTORY & PROJECTIONS 1980-2050		
YEAR	LEVEL	5-YEAR GROWTH RATE
1980	52.81	7.70
1985	68.01	5.19
1990	81.09	3.58
1995	91.91	2.54
2000	100.14	1.73
2005	111.41	2.16
2010	122.78	1.96
2015	131.99	1.46
2020	141.94	1.47
2025	171.22	3.82
2030	195.62	2.70
2035	221.54	2.52
2040	250.90	2.52
2045	284.14	2.52
2050	321.79	2.52

Based on the assumptions discussed above, the long-term performance and projections for **MARTA** sales tax revenues are as follows. History is available from 2004 for Fulton and DeKalb collections but only from March 2015 for Clayton.

Table 4 Long-Term Forecast

	VALUES FOR MARTA SALES AND USE TAX RECEIPTS			
	FY	Total Sales & Use Tax Receipts (000's)	% chg	Additions (000's)
	2005	296,351	5.6	15,688
	2006	331,213	11.8	34,862
	2007	349,215	5.4	18,002
	2008	351,596	0.7	2,381
	2009	327,425	-6.9	(24,171)
	2010	317,775	-2.9	(9,650)
	2011	319,229	0.5	1,454
	2012	339,157	6.2	19,928
	2013	340,491	0.4	1,334
	2014	345,825	1.6	5,334
	2015	372,383	7.7	26,558
	2016	409,846	10.1	37,463
	2017	429,886	4.9	20,041
	2018	507,264	18.0	77,378
	2019	539,313	6.3	32,049
	2020	524,832	-2.7	(14,481)
	2021	557,093	6.1	32,261
History	2022	664,645	19.3	107,552
	2023	705,828	6.2	41,183
	2024	714,619	1.2	8,791
	2025	715,699	0.2	1,080
Forecast	2026	735,052	2.7	19,354
	2027	772,152	5.0	37,099
	2028	804,366	4.2	32,214
	2029	841,101	4.6	36,735
	2030	883,188	5.0	42,087
	2031	925,019	4.7	41,830
	2032	970,547	4.9	45,528
	2033	1,018,962	5.0	48,415
	2034	1,063,073	4.3	44,111
	2035	1,099,331	3.4	36,258
	2036	1,135,418	3.3	36,086
	2037	1,183,933	4.3	48,515
	2038	1,237,951	4.6	54,018
	2039	1,292,810	4.4	54,859
	2040	1,349,332	4.4	56,522
	2041	1,402,994	4.0	53,661
	2042	1,452,014	3.5	49,020
	2043	1,501,559	3.4	49,545
	2044	1,564,102	4.2	62,543
	2045	1,636,738	4.6	72,636
	2046	1,726,060	5.5	89,322
	2047	1,815,627	5.2	89,567
	2048	1,893,434	4.3	77,807
	2049	1,967,007	3.9	73,573
	2050	2,036,046	3.5	69,040
	2051	2,119,468	4.1	83,422
	2052	2,206,448	4.1	86,980
	2053	2,300,848	4.3	94,401

**Source: Historical data supplied by MARTA and the Georgia Department of Revenue. Projections were based on the model explained earlier with an inflation rate superimposed upon projections of real activity.*

After a spectacular 19.3% growth in FY2022 total receipts in FY2023 grew by a decent 6.2%. They will grow by only 1.2% in FY2024 and in FY2025 they are projected to increase a bit by 0.2% as economic growth is anemic and inflation is subdued as Fed's tightening efforts have produced the desired results. The receipts recover to 2.7% growth in FY2026, and a continue to grow by 5.0% in FY 2027.

CONCLUSION

By using a forecasting model of sales tax receipts and making assumptions about the future performance of the volatile and shrinking use tax, we have derived estimates of **MARTA** sales and use tax receipts between now and 2053. Of course, any projections depend on the underlying assumptions used to drive the analysis. We believe the assumptions are reasonable, based upon previous historical relationships and the normal behavior related to the development of cities. Of course, reality can deviate substantially from these assumptions, and the resulting tax receipt estimates could change materially.

Sincerely,

Prof. Rajeev Dhawan
Director
Economic Forecasting Center
J. Mack Robinson College of Business
Georgia State University

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APPENDIX B

FINANCIAL STATEMENTS OF THE AUTHORITY
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

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METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

FINANCIAL STATEMENTS
June 30, 2023

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

FINANCIAL STATEMENTS
June 30, 2023

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Crowe LLP
Independent Member Crowe Global

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Metropolitan Atlanta Rapid Transit Authority
Atlanta, Georgia

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the business-type activities and fiduciary activities of Metropolitan Atlanta Rapid Transit Authority (MARTA), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise MARTA's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of the other auditors, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities and fiduciary activities of MARTA, as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the MARTA/ATU Local No. 732 Employees Retirement Plan and the MARTA Non-Represented Pension Plan, which represents 53% and 37%, respectively, of the assets and 53% and 37%, respectively, of the net position of the fiduciary activities as of June 30, 2023, and 70% and 50%, respectively, of the revenues of the fiduciary activities for the year then ended. Those statements were audited by other auditors whose reports have been furnished to us, and our opinions, insofar as it relates to the amounts included for the MARTA/ATU Local No. 732 Employees Retirement Plan and the MARTA Non-Represented Pension Plan are based solely on the reports of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards (Government Auditing Standards)*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of MARTA, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions. The financial statements of the MARTA/ATU Local No. 732 Employees Retirement Plan and the MARTA Non-Represented Pension Plan were not audited in accordance with *Government Auditing Standards.*

Emphasis of Matter

As discussed in Note 1 to the financial statements, MARTA has adopted GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, for the year ended June 30, 2023. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about MARTA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of MARTA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about MARTA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Prior-Year Comparative Information

We have previously audited MARTA's fiscal year 2022 financial statements, and we expressed unmodified opinions on the basic financial statements in our report dated November 21, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Schedule of Changes in the Net Pension Liability and Related Ratios, Schedule of Employer Contributions – Pension, Schedule of Changes in Net OPEB Liability and Related Ratios, and Schedule of Employer Contributions – OPEB, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise MARTA'S basic financial statements. The accompanying Combining Statement of Fiduciary Net Position, Combining Statement of Changes in Fiduciary Net Position, and Supplemental Schedule of Revenues and Expenses – Budget vs. Actual (Budget Basis) are presented for purposes of additional analysis and are not a required part of the basic financial statements. The Combining Statement of Fiduciary Net Position, Combining Statement of Changes in Fiduciary Net Position, and Supplemental Schedule of Revenues and Expenses – Budget vs. Actual (Budget Basis) are the responsibility of management and were derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated November 17, 2023 on our consideration of MARTA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of MARTA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering MARTA's internal control over financial reporting and compliance.

Crowe LLP

Crowe LLP

Atlanta, Georgia
November 17, 2023

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Management's Discussion and Analysis
(Unaudited)
(Dollars in Thousands)

As management of the Metropolitan Atlanta Rapid Transit Authority ("MARTA" or the "Authority"), we offer readers of MARTA's basic financial statements this narrative overview and analysis of the financial activities of MARTA for the fiscal years ended June 30, 2023 and 2022. This discussion and analysis is designed to assist the reader in focusing on the significant financial issues and activities and to identify any significant changes in financial position. We encourage readers to consider the information presented here in conjunction with the financial statements as a whole. All amounts, unless otherwise indicated, are expressed in thousands of dollars.

MARTA was formed as a joint public instrumentality of the city of Atlanta and the counties of Fulton, DeKalb, Cobb, Clayton, and Gwinnett by action of the General Assembly of the State of Georgia (the "MARTA Act") to design and implement a rapid transit system for the Atlanta metropolitan area. MARTA operates a bus, light rail and rapid rail transportation system and continues to develop and construct further improvements to its integrated bus/rail transportation system.

Overview of Financial Statements

MARTA's financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board ("GASB"). MARTA is structured as a single enterprise fund with revenues recognized when earned and measurable, not when they are received. Expenses are recognized when they are incurred, not when they are paid. Capital assets are capitalized and (except land) are depreciated over their useful lives. Many cash amounts are restricted for debt service and by state and federal regulations. See the Notes to the Financial Statements for a summary of MARTA's significant accounting policies.

Included in MARTA's financial statements are the Statement of Net Position, the Statement of Revenues, Expenses, and Changes in Net Position, the Statement of Cash Flows, Statement of Fiduciary Net Position, Statement of Changes in Fiduciary Net Position, the related notes and required supplementary schedules.

- The **Statement of Net Position** presents information on all of MARTA's assets, liabilities, deferred outflows, and inflows of resources with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of MARTA is improving or deteriorating.

- The **Statement of Revenues, Expenses, and Changes in Net Position** presents information showing how MARTA's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected sales taxes and earned but unused vacation leave).

- The **Statement of Cash Flows** allows financial statement users to assess MARTA's adequacy or ability to generate sufficient cash flows to meet its obligations in a timely manner. The statement is classified into four categories: 1) cash flows from operating activities, 2) cash flows from non-capital financing activities, 3) cash flows from capital and related financing activities, and 4) cash flows from investing activities.

- The **Notes to the Financial Statements** provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

- **Required Supplementary Information (RSI).** In addition to the basic financial statements and accompanying notes, this report also presents certain RSI concerning the Authority's defined benefit pension plans and other post employment benefit (OPEB) plan to its employees.

- The **Statement of Fiduciary Net Position** presents information on all assets, liabilities, deferred outflows, and inflows of resources, fiduciary net position of pension and other post employments benefits.

- The **Statement of Changes in Fiduciary Net Position** presents information on additions to and deductions from pension and other post employments benefits. The additions include investment earnings, investment costs and net investment earnings.

Financial Position Summary

Over time, net position may serve as a useful indicator of MARTA's financial position. MARTA's assets and deferred outflows of resources exceed liabilities and deferred inflows of resources by $1.66 billion at June 30, 2023, a $123 million increase from June 30, 2022 when assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $1.53 billion. A more detailed discussion is found under the Financial Operations Highlights of this MD&A.

At June 30, 2023 and 2022, the largest portion of net position was net investment in capital assets representing 47% and 51% respectively. Net investment in capital assets includes land, rail system, buildings, transportation equipment, and right to use leased assets less any related outstanding debt used to acquire those assets. MARTA uses these capital assets to provide services to its customers; consequently, these assets are not available for future spending.

The second largest portion of MARTA's net position in fiscal years 2023 and 2022 was unrestricted assets representing 47% and 44%, respectively.

At the end of the current fiscal year, MARTA was able to report a positive balance in all categories of net position. Fiscal years 2022 and 2021 had positive balances in all categories of net position as well.

(Dollars in Thousands)

The following table presents a condensed summary of net position as of June 30, 2023 and 2022:

	2023	2022
ASSETS:		
Current and Other Assets	$1,531,827	$1,456,456
Capital Assets	3,049,922	3,083,652
Net Pension Assets	—	116,512
Total Assets	4,581,749	4,656,620
DEFERRED OUTFLOWS OF RESOURCES		
Hedging	1,484	111
Pension	128,535	23,584
OPEB	22,556	14,564
Debt Refunding	22,223	38,836
Total Deferred Outflows of Resources	174,798	77,095
Total Assets and Deferred Outflows of Resources	4,756,547	4,733,715
LIABILITIES:		
Long Term Debt	2,198,051	2,286,765
Current and Other Liabilities	333,954	310,255
Derivative Liability	1,484	111
Net Pension Liability	153,352	39,108
Net OPEB Liability	88,268	67,646
Total Liabilities	2,775,109	2,703,885
DEFERRED INFLOW OF RESOURCES		
Leases	297,630	325,259
Pension	9,580	132,347
OPEB	18,534	39,703
Total Deferred Inflows of Resources	325,744	497,309
Total Liabilities and Deferred Inflows of Resources	3,100,853	3,201,194
NET POSITION:		
Net Investment in Capital Assets	773,035	746,823
Restricted	102,326	107,728
Unrestricted	780,333	677,970
TOTAL NET POSITION	$ 1,655,694	$ 1,532,521

Current and other assets include cash, cash equivalents, investments, inventory, sales tax receivable, prepayments and restricted investments. Current and other assets increased by $75,371 (5%) in 2023. The increase is due to increase in cash and investments for the year. In 2022, there was an increase of $70,040 (5%) in this category.

Capital assets include land, rail systems, buildings, transportation equipment, right to use leased assets, and other capital assets. In 2023, there was a decrease in this category of $33,730 (1%) due to increase in accumulated depreciation and amortization. In 2022, there was an increase in capital assets of $24,692 (0.81%) which was due to an increase in land assets as the Authority purchased additional land for the Clayton County maintenance facility.

Net pension assets decreased by $116,512 (100%) to $0 in 2023 and instead reported a net pension liability for pension plans. In 2022, MARTA reported an increase in net pension assets of $47,205 (68%). Both decrease and increase in net pension asset is directly related to the performance of the pension fund investments in accordance with GASB 68.

Deferred outflows of resources pension increased in 2023 by $104,951 (445%) and increase by $845 (4%) in 2022. The increase in 2023 and 2022, respectively, were due to the net differences between the projected and actual investment earnings for the pension plans.

Long-term debt outstanding holds the long-term portion of outstanding sales tax revenue bonds, lease, financed purchase liability and other long-term liabilities. The outstanding sales tax revenue bonds decreased by $88,809 (4%) in 2023 due to payment of matured and defeased bonds and increased by $66,458 (3%) in 2022. The long-term debt also includes the lease and financed purchase liability which increased by $95 (0.14%) primarily due to the LILO accrued interest payable in 2023 and decreased by $304,359 (82%) in 2022 due to South Line LILO Termination.

Current and other liabilities include accounts payable, employee benefits, self-insurance, accrued interest, short-term maturities of financed purchase liabilities and other current liabilities. The liability increased by $23,699 (8%) in 2023 and decreased by $40,426 (12%) in 2022. The increase in 2023 was due to increase in accounts and contracts payable, salaries and employee benefits and self- insurance reserves while the decrease in 2022 was due to decrease in self-insurance reserves and accrued interest payable.

Net pension liability increased by $114,244 (292%) in 2023 and decreased by $28,559 (42%) in 2022. Both the increase and decrease in 2023 and 2022, respectively, were directly related to the performance of the pension fund investments in accordance with GASB 68.

Deferred inflow of resources – leases decreased by $27,629 (8%) in 2023 and increased by $313,073 (2569%) in 2022. The decrease in 2023 was due to a change in accounting estimate associated with the measurement of interest on GASB 87 leases. The increase in 2022 was due to the implementation and adoption of new accounting pronouncement, GASB 87, *Leases*.

Deferred inflow of resources – pension decreased by $122,767(93%) in 2023 and increased by $38,187(41%) in 2022. Both the decrease in 2023 and increase in 2022, respectively, were due to the net differences between the projected and actual investment earnings for the pension plans.

(Dollars in Thousands)

Financial Operations Highlights

MARTA is a single enterprise fund providing public transportation. MARTA provides direct benefits to its users as well as substantial indirect benefits to the public at large (e.g., decreased traffic congestion, decreased need for road construction and maintenance, decreased need for parking, decreased air pollution levels, and increased availability of transportation for low-income citizens). Therefore, the user charges are intended to finance only a portion of the cost of providing these services with additional proceeds obtained from the collections of sales and use tax under the Rapid Transit Contract and Assistance Agreement (MARTA Act) with the City of Atlanta and the counties of Fulton, DeKalb, and Clayton and from federal subsidies. The sales tax is levied at a rate of 1% for each of the counties and 1.5% for the City of Atlanta until June 30, 2057, and 0.5% thereafter. See Note 4 of the Notes to the Financial Statements.

The MARTA Act places certain requirements on the rates that MARTA can charge for transportation services provided. The rates charged to the public for transportation services must be such that the total transit related revenues are no less than 35% of the operating costs, exclusive of depreciation and amortization, and other costs and charges as provided in the Act, of the preceding or prior fiscal year.

Under provisions of amendments to the MARTA Act, revenues, except the sales and use tax, are included in transit related revenues for purposes of this calculation. Transit related revenues were 77.2% and 77.2% of operating costs of the previous fiscal year, as defined under the MARTA Act, for the years ended June 30, 2023 and 2022, respectively.

The following table presents the summary of changes in net position as of June 30, 2023 and 2022:

	2023	2022
Operating Revenues	$ 81,240	$ 71,960
Operating Expenses	839,589	724,630
Operating Loss	(758,349)	(652,670)
Non-operating Revenues	829,142	840,336
Capital Grants and Contributions	52,380	62,748
Increase (Decrease) in Net Position	$ 123,173	$ 250,414

In 2023, operating revenues increased by $9,280 and operating expenses increased by $114,959. The increase in operating revenue was due to an increase in passenger revenue as a result of increase in ridership after the prolonged impact of COVID-19. The majority of the increase in operating expenses was related to increases in all operating expenses categories except depreciation.The increase in expenses resulted in an overall increase in the operating loss of $105,679 from the previous year. In 2022, operating revenue increased by $14,953 and operating expenses decreased by $26,531, which resulted in an overall decrease in operating loss of $41,484.

Non-operating revenues decreased by $11,194 (1%) in 2023 and increased by $71,622 (9%) in 2022. The 2023 decrease was due to increase in sales tax revenue offset by a decrease in Federal revenue, while the 2022 increase was due to both sales tax revenue and CARES Act funding.

Capital grant and contributions decreased by $10,368 (17%) in 2023 compared to a increase of $2,560 (4%) in 2022.

(Dollars in Thousands)

The following table presents a summarized breakout of MARTA`s revenues, expenses and changes in net position as of June 30, 2023 and 2022:

	2023	2022
Summary of Revenues		
Operating		
Fare Revenues	$ 74,057	$ 64,951
Other Revenues	7,183	7,009
Total Operating Revenues	81,240	71,960
Non-Operating		
Sales and Use Tax	704,416	669,133
Ad Valorem Tax	33,467	33,453
Federal Revenues	215,904	249,769
Investment Income	22,415	12,168
Lease Revenues (Expenses)	—	(2,195)
Other Revenues	12,127	22,290
Gain/Loss on Sale of Property and Equipment	529	325
Total Non-operating Revenues	988,858	984,943
Total Revenues	1,070,098	1,056,903
Summary of Expenses		
Operating		
Transportation	275,265	227,844
Maintenance and Garage Operations	196,467	172,956
General and Administrative	117,707	72,126
Depreciation	250,150	251,704
Total Operating Expenses	839,589	724,630
Non-Operating		
Interest Expense	73,508	77,362
Amortization of Financing Related Charges and Income from Derivative Activity	768	(5,455)
Other Non-operating Expenses	85,440	72,700
Total Non-operating Expenses	159,716	144,607
Total Expenses	999,305	869,237
Income/(Loss) Before Capital Contributions	70,793	187,666
Capital Grants and Contributions	52,380	62,748
Increase (Decrease) in Net Position	123,173	250,414
Net Position, July 1	1,532,521	1,282,107
Net Position, June 30	$ 1,655,694	$ 1,532,521

Net position increased by $123,173 (8%) in 2023 primarily due to the fare revenues, sales and use tax and federal revenues. In 2022, net position increased by $252,156 (20%) primarily due to the receipt of federal funding, sales tax revenue, and the effect of GASB 87 restatement.

Total operating revenues include passenger revenues advertising, and parking fees. Total operating revenues increased by $9,280 (13%) in 2023 compared to a increase of $14,953 (26%) in 2022. The increase in 2023 was due to increases in passenger and other revenues.

Sales and use tax revenue increased by $35,283 (5%) in 2023 compared to an increase of $99,451(17%) in 2022. The 2023 increase was due to a rise in consumer spending on retail sales and the impact of inflation.

Lease expenses decreased by $2,195 (100%) in 2023 compared to an increase of $2,862 (429%) in 2022. The 2023 decrease was due to a decrease in LILO rail cars interest expense.

Gain/loss on sale of property and equipment increased by $204 (63%) in 2023 compared to a decrease of $254 (44%) in 2022. The 2023 increase was due to the increase in retirement of old equipment.

Transportation expenses increased by $47,421 (21%) in 2023 compared to a decrease of $2,523 (1%) in 2022. The 2023 increase was due to an increase in bus operations costs.

Administrative expenses increased by $45,581 (63%) in 2023 compared to a decrease of $21,677 (23%) in 2022. The 2023 increase was due to an increase in insurance and technology costs.

Maintenance and garage operation expenses increased by $23,511 (14%) in 2023 compared to a decrease of $4,580 (3%) in 2022. The 2023 increase was due to an increase in electric power and equipment and building and support equipment.

Interest expense decreased by $3,854 (5%) in 2023 due to the maturities and defeasement of bond debt. In 2022, there was a decrease $6,584 (8%) due to the maturities of some of the long term debt.

Amortization of bond related expenses decreased by $6,222 (114%) in 2023 compared to an increase of $1,156 (17%) in 2022.

Other non-operating expenses increased by $12,740 (18%) in 2023 compared to an increase of $10,889 (18%) in 2022 due to an increase in planning costs. The 2023 increase is due to local funded planning costs.

Capital Acquisitions and Construction Activities

In 2023, MARTA acquired $212,554 of capital assets. The expenditures on capital activity were primarily for the replacement, rehabilitation, and enhancement of facilities and equipment required to support transit operations, regulatory requirements, and system safety. The net increase/(decrease) in capital assets, including changes in accumulated depreciation and retirements, was ($33,730) and $24,692 during the years ended June 30, 2023 and 2022, respectively. Additional information on MARTA's debt and capital asset activity and commitments can be found in Notes 6 and 7 to the financial statements.

(Dollars in Thousands)

The following table summarizes MARTA's net investment in capital assets as of June 30, 2023 and 2022:

	2023	2022
Capital Assets, net	$ 3,049,922	$ 3,083,652
Capital Debt		
Current Maturities of Bonds and Notes	(59,480)	(67,050)
Non current Maturities of Bonds, Notes and LILO	(2,164,107)	(2,220,492)
ESCO Financed Purchase Liability	(29,548)	(31,591)
Unspent ESCO Escrow Cash	2,990	5,512
Deferred Outflows of Resources	22,223	38,836
Capital Assets Included in Accounts Payable	(45,715)	(28,197)
Lease Liability	(3,250)	(2,959)
Total Capital Related Debt	(2,276,887)	(2,305,941)
Net Investment in Capital Assets	$ 773,035	$ 777,712

Long-Term Debt Administration

MARTA issues Sales and Use Tax Revenue Bonds and Variable Rate Bonds to raise capital funds for construction, expansion, and rehabilitation of the transit system. The bonds and notes are payable from and secured by lien on sales and use tax and title ad valorem tax receipts.

The Fixed and Variable rate Bonds carry debt ratings of Aa2 by Moody's Investors Service, AAA by Standard & Poor's and AA- from Fitch Rating Service and AAA from Kroll. MARTA's total bond debt outstanding was $2,191,163 and $2,287,542 as of June 30, 2023 and 2022, respectively. In 2023, MARTA issued refunding green bonds Series 2023A in the amount of $65,025 to refund portion of Bonds Series 2020B and Bonds Series 2021D in the amount of $87,390 and issued new green bonds Series 2023B in the amount of $112,505. MARTA also legally defeased Bonds Series 2007A in the amount of $127,260. Additional information on MARTA`s long term debt can be found in Note 7 to the financial statements.

Economic Factors

The US Economy (GDP) was up to 2.4% in the second quarter and 2.3% in the third quarter of 2023. Consumption increased 1.6% in the second quarter and 2.4% in the third. Consumption growth experienced an increase in the second half of 2023 due to an increase in real disposable income and demand in the purchases of services and goods. Investments have declined from 7.7% to 0.8% in the second and third quarters, respectively. The federal funds rate has been trending upwards from 5% in the second quarter of the year to 5.3% in the third quarter of 2023.

Nation-wide, the unemployment rate was 3.6% in the second quarter of 2023 and stayed at 3.6% in the third quarter. The national cumulative change in jobs was at 4.3% compared to prior year. The Georgia cumulative change in jobs was much better than nationally at 4.5%. The average unemployment rate for both Georgia and Atlanta in 2022 was 3%. The State of Georgia had a personal income aggregate of $623.5B in 2022 seeing a growth of 3.5% over 2021. Atlanta had an aggregate of $404.8B in 2022 with a slightly higher growth of 4.2% over 2021.

Request for Information

This financial report is designed to provide a general overview of MARTA's finances. Questions concerning any of the information provided in this report or request for additional financial information should be addressed to the Office of Accounting, Metropolitan Atlanta Rapid Transit Authority, 2424 Piedmont Road NE, Atlanta, GA 30324-3330.

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

Statement of Net Position

June 30, 2023

(Dollars in Thousands)

(with summarized financial information as of June 30, 2022)

ASSETS	**2023**	**2022**
Current Assets:		
Cash and Cash Equivalents	$ 69,593	$ 46,147
Investments	821,744	732,150
Material and Supplies Inventories	39,924	38,451
Sales Tax Receivables, Prepayments and Other	89,559	101,252
Total Unrestricted Current Assets	1,020,820	918,000
Restricted Cash and Cash Equivalents	2,990	5,512
Restricted Investments	162,757	170,281
Lease Receivables	10,695	6,562
Total Restricted Current Assets	176,442	182,355
Total Current Assets	1,197,263	1,100,355
Noncurrent Assets:		
Restricted Investment held to pay Leases	32,424	30,889
Lease Receivables	284,948	308,811
Restricted Investment - Railroad Trust	9,668	9,676
Total Restricted Non Current Assets	327,040	349,376
Capital Assets:		
Land, Non-depreciable	600,469	591,113
Construction in Progress, Non-depreciable	416,148	384,509
Total Non-depreciable	1,016,617	975,622
Rail System and Buildings	4,242,285	4,154,179
Transportation Equipment	1,631,574	1,615,664
Other - Capital Assets	1,745,175	1,698,324
Total Depreciable /Amortizable	7,619,034	7,468,167
Less Accumulated Depreciation/Amortization	(5,585,729)	(5,360,137)
Capital Assets - Net	3,049,922	3,083,652
Other Bond Related Costs - Bond Insurance	—	155
Net Pension Asset	—	116,512
Other - Noncurrent Assets	7,524	6,570
Total Noncurrent Assets	3,384,486	3,556,265
Total Assets	4,581,749	4,656,620
DEFERRED OUTFLOWS OF RESOURCES		
Hedging	1,484	111
Pension	128,535	23,584
OPEB	22,556	14,564
Debt Refunding	22,223	38,836
Total Deferred Outflows of Resources	174,798	77,095
Total Assets and Deferred Outflows of Resources	$ 4,756,547	$ 4,733,715

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Statement of Net Position
June 30, 2023
(Dollars in Thousands)
(with summarized financial information as of June 30, 2022)

LIABILITIES	2023	2022
Current Liabilities:		
Payable from NonRestricted Assets:		
Accounts and Contracts Payable	$ 136,231	$ 115,297
Salaries and Employee Benefits	32,894	27,224
Self-Insurance Accruals	20,705	18,798
Other Current Liabilities	10,535	7,655
Total Current Liabilities Payable from NonRestricted Assets	200,365	168,974
Payable from Restricted Assets:		
Current Maturities of Sales Tax Revenue Bonds	59,480	67,050
Accrued Interest	33,928	37,531
Current Maturities of Financed Purchase	2,043	2,006
Total Current Liabilities Payable from Restricted Assets	95,451	106,587
Total Current Liabilities	295,816	275,561
Noncurrent Liabilities:		
Sales Tax Revenue Bonds, Less Current Maturities, Unamortized Premium and Discount	2,131,583	2,220,392
Notes Payable	100	100
Noncurrent Self Insurance Accruals	38,139	34,694
Other Long-term Liabilities	36,819	34,682
Financed Purchase	29,548	31,591
Derivative Liability - Commodity Swap	1,484	111
Net Pension Liability	153,352	39,108
Net OPEB Liability	88,268	67,646
Total Noncurrent Liabilities	2,479,293	2,428,324
Total Liabilities	2,775,109	2,703,885
DEFERRED INFLOWS OF RESOURCES		
Leases	297,630	325,259
Pension	9,580	132,347
OPEB	18,534	39,703
Total Deferred Inflows of Resources	325,744	497,309
Total Liabilities and Deferred Inflows of Resources	3,100,853	3,201,194
NET POSITION		
Net Investment in Capital Assets	773,035	777,711
Restricted		
Debt Service	92,658	67,164
Capital Projects	9,668	9,676
Unrestricted	780,333	677,970
Total Net Position	1,655,694	1,532,521
Total Liabilities, Deferred Inflows of Resources, and Net Position	$ 4,756,547	$ 4,733,715

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

Statement of Revenues, Expenses

And Changes in Net Position

For the Year Ended June 30, 2023

(Dollars in Thousands)

(with summarized financial information for the year ended June 30, 2022)

	2023	2022
Operating Revenues:		
Fare Revenues	$ 74,057	$ 64,951
Other Revenues	7,183	7,009
Total Operating Revenues	81,240	71,960
Operating Expenses:		
Transportation	275,265	227,844
Maintenance and Garage Operations	196,467	172,956
General and Administrative	117,707	72,126
Depreciation and Amortization	250,150	251,704
Total Operating Expenses	839,589	724,630
Operating Loss	(758,349)	(652,670)
Nonoperating Revenues (Expenses):		
Sales and Use Tax	704,416	669,133
Ad Valorem Tax	33,467	33,453
Federal Revenues	215,904	249,769
Investment Income	22,415	12,168
Net Lease Transaction Activity	—	(2,195)
Other Revenues	12,127	22,290
Gain on Sale of Property and Equipment	529	325
Interest Expense	(73,508)	(77,362)
Amortization of Financing Related Charges	(768)	5,455
Other NonOperating Expenses	(85,440)	(72,700)
Total Nonoperating Revenues (Expenses)	829,142	840,336
Income/ (Loss) Before Capital Contributions	70,793	187,666
Capital Grants and Contributions	52,380	62,748
Net Position		
Increase /(Decrease) in Net Position	123,173	250,414
Net Position, July 1	$1,532,521	$1,282,107
Net Position, June 30	$1,655,694	$1,532,521

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

Statement of Cash Flows

For the Year Ended June 30, 2023

(Dollars in Thousands)

(with summarized financial information for the year ended June 30, 2022)

	2023	2022
Cash Flows from Operating Activities:		
Cash Received from Providing Services	$ 70,155	$ 68,127
Cash Received from Other Sources	(5,344)	10,738
Other Non-Capital Receipts	11,721	11,507
Cash Paid to Suppliers	(269,800)	(277,512)
Cash Paid for Benefits on Behalf of Employees	(130,541)	(124,748)
Cash Paid to Employees	(234,480)	(222,658)
Net Cash Used by Operating Activities	(558,289)	(534,546)
Cash Flows From Noncapital Financing Activities:		
Sales and Use Tax Collections	705,828	664,645
Ad Valorem Tax	33,468	33,452
Federal Operating Subsidy	215,904	321,639
Other Non-Capital Receipts	11,721	11,507
Net Cash Provided by Noncapital Financing Activities	955,201	1,031,243
Cash Flows From Capital and Related Financing Activities:		
Proceeds from Issuance of Notes	—	100
Principal Paid on Revenue Bonds	(80,693)	(69,678)
Interest Paid on Revenue Bonds	(76,915)	(81,110)
Capital Contributions	63,510	65,513
Acquisition and Construction of Capital Assets	(203,128)	(266,507)
Net Cash Used by Capital and Related Financing Activities	(297,226)	(351,358)
Cash Flows from Investing Activities:		
Purchases of Investments	(6,139,506)	(4,047,260)
Proceeds from Sales and Maturities of Investments	6,053,203	3,946,095
Interest Received on Investments	7,542	541
Net Cash Provided (Used) by Investing Activities	(78,761)	(100,624)
Net Increase (Decrease) in Cash and Cash Equivalents	20,925	33,208
Cash and Cash Equivalents, Beginning of Year	51,659	18,451
Cash and Cash Equivalents, End of Year	$ 72,583	$ 51,659
Reconciliation of Operating Loss to Net Cash Used by Operating Activities:		
Operating Loss	$ (758,349)	$ (652,670)
Other Nonoperating Expenses	(90,784)	(61,959)
Adjustments to Reconcile Operating Loss to Net Cash Used by Operating Activities		
Depreciation and Amortization	250,150	251,704
Changes in Assets and Liabilities:		
Materials and Supplies Inventories	(1,474)	(1,819)
Prepayments and Other	2,983	(2,534)
Deferred Outflows from Pension	(104,952)	(844)
Deferred Inflows from Pension	(122,767)	38,186
Accounts Payable and Other Current Liabilities	32,967	(26,362)
Other Non-Capital receipts	11,721	11,507
Net Pension Asset/Liability	230,756	(75,764)
Net Other Post-employment Benefits Liability	20,622	(44,255)
Deferred Outflows from OPEB	(7,992)	5,767
Deferred Inflows from OPEB	(21,170)	24,497
Net Cash Used by Operating Activities	$ (558,289)	$ (534,546)

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Statement of Cash Flows
For the Year Ended June 30, 2023
(Dollars in Thousands)
(with summarized financial information for the year ended June 30, 2022)

Supplemental Disclosure of Cash Flow Information	**2023**	**2022**
Noncash Activities:		
Capital Assets Included in Accounts Payable	$ 45,715	$ 28,197
Construction in Progress Financed Purchase	6,139	38,818
Amortization of Bond Premium, Discount, Bond Insurance and Loss on Debt Refunding	768	(5,455)
Interest Earnings on Lease	(11,556)	(11,470)
Interest Accrued on Lease	1,535	1,533
Unrealized Loss of Investments	—	2,036
Increase(Decrease) in Fair Value of Investments	5,605	609
Proceeds from Bond Refunding to Defease Bonds	74,307	382,789
Amount paid for Defeased Bonds	(87,390)	(370,710)
Interest Expense - ESCO	954	1,011
Interest Income - ESCO	(69)	(5)

Summary of cash and cash equivalents reported on the Statement of Net Position:

	2023	2022
Cash and cash equivalents	$ 69,593	$ 46,147
Restricted cash and cash equivalents	2,990	5,512
Total cash and cash equivalents reported on the Statement of Net Position	$ 72,583	$51,659

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2023

(Dollars in Thousands)
(with summarized financial information for the year ended June 30, 2022)

	2023 Pension and Other Employee Benefits	2022 Pension and Other Employee Benefits
ASSETS		
Receivables:		
Employee Contributions	$ 294	$ 279
Employer Contributions	916	824
Other Receivables	22	—
Due from Brokers	4,893	3,279
Accrued Investment Income	1,554	1,172
Total Receivables	7,679	5,554
Investments at Fair Value:		
Equities	479,048	558,514
Partnerships	12,838	18,340
Mutual Funds	334,567	429,237
Fixed Income	242,861	270,360
Real Estate Funds	27,520	26,241
Derivatives	49	77
Short- term Investments	18,114	29,188
Total Investments	1,114,997	1,331,957
Total Assets	$ 1,122,676	$ 1,337,511
LIABILITIES		
Accounts Payable	$ 556	$ 631
Due to Brokers	15,156	16,008
Total Liabilities	15,712	16,639
NET POSITION		
Restricted for:		
Pensions	993,768	1,222,042
Postemployment Benefits other than Pensions	113,196	98,830
Total Net Position	1,106,964	1,320,872
Total Liabilities and Net Position	$ 1,122,676	$ 1,337,511

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2023
(Dollars in Thousands)
(with summarized financial information for the year ended June 30 , 2022)

	2023 Pension and Other Employee Benefits	2022 Pension and Other Employee Benefits
ADDITIONS		
Contributions:		
Employee	$ 9,097	$ 9,385
Employer	31,886	40,107
Total Contributions	40,983	49,492
Investment Income		
Interest and Dividends	13,409	12,281
Net Increase (Decrease) in Fair Value of Investments	(173,816)	123,073
Real Estate Income	1,009	907
Securities Lending Income	77	43
Total Investment Earnings (Loss)	(159,321)	136,304
Less Investment Costs		
Investment Activity Costs	3,129	(3,152)
Securities Lending Costs	27	(15)
Net Investment Earnings (Loss)	(162,477)	133,137
Total Additions	(121,494)	182,629
DEDUCTIONS		
Benefits Paid to Participants or Beneficiaries	80,917	76,949
Medical, Dental, and Life Insurance for Retirees	10,266	13,039
Administrative Expenses	1,231	877
Total Deductions	92,414	90,865
Net increase in Fiduciary Net Position	(213,908)	91,764
NET POSITION RESTRICTED		
Net Position, July 1	1,320,872	1,229,108
Net Position, June 30	$ 1,106,964	$ 1,320,872

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation - The Metropolitan Atlanta Rapid Transit Authority ("MARTA") was formed as a joint public instrumentality of the City of Atlanta and the counties of Fulton, DeKalb, Cobb, Clayton, and Gwinnett by action of the General Assembly of the State of Georgia (the "MARTA Act") to design and implement a rapid transit system for the Atlanta metropolitan area. MARTA operates a bus, light rail, and rapid rail transportation system and continues to develop and construct further improvements to its integrated bus/rail transportation system.

In order to measure the costs of providing mass transportation services, the revenues from those services and required subsidies, MARTA has adopted the accounting principles and methods appropriate for a governmental enterprise fund. This complies with the MARTA Act and Sales Tax Bond Trust Indenture legal requirements that all accounting systems and records, auditing procedures and standards, and financial reporting shall conform to generally accepted principles of governmental accounting.

The following is a summary of the more significant accounting policies of MARTA:

Reporting Entity - MARTA is a municipal corporation governed by a fifteen-member board of directors. As defined by the Governmental Accounting Standards Board ("GASB"), the financial reporting entity is comprised of the primary government and its component units. The primary government includes all departments and operations of MARTA, which are not legally separate organizations. Component units are legally separate organizations, which are fiscally dependent on MARTA or for which MARTA is financially accountable, or which raises and holds economic resources for the direct benefit of MARTA. An organization is fiscally dependent if it must receive MARTA's approval for its budget, levying of taxes, or issuance of debt. MARTA is financially accountable for an organization, most of the organization's board, and either a) could impose its will on the organization or b) there is the potential for the organization to provide a financial benefit to or impose a financial burden on MARTA. The reporting entity of MARTA consists solely of the primary government. MARTA has no component units.

MARTA is a jointly governed organization. Of its fifteen-member board, three members are appointed by Fulton County, four members by DeKalb County, two members by Clayton County, three members by the City of Atlanta, and one member by the Governor. In addition, the Commissioner of the State Department of Transportation and the Executive Director of the Georgia Regional Transportation Authority serve as *ex-officio* members of the Board. None of the participating governments appoint a majority of MARTA's Board and none have an ongoing financial interest or responsibility. None of the participating governments had any significant financial transactions with MARTA during fiscal year ended June 30, 2023.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Basis of Accounting - The accompanying basic financial statements are reported using the *economic resources measurement focus* on the *accrual basis of accounting*, under which revenues are recognized when earned and measurable and expenses are recognized when they are incurred, if measurable.

The financial statements include certain prior year summarized comparative information in total but not at the level of detail required for a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with MARTA's financial statements for the year ended June 30, 2022, from which the summarized information was derived.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ significantly from those estimates.

Cash and Cash Equivalents - MARTA considers all highly liquid debt securities with an original maturity of no more than three months at date of purchase to be cash equivalents except repurchase agreements and restricted investments, which are classified as investments.

Investments - MARTA's investments are generally reported at fair value based on quoted market prices. Guaranteed investment contracts, which are considered non-participating, are reported at amortized cost. U.S. Treasury and Agency obligations and Prime Banker's Acceptances are reported at amortized cost if MARTA acquires them within one year of maturity. Repurchase agreements, FDIC Public funds, and certificates of deposit are reported at cost.

Investments Held to Pay Lease Obligations - To fund certain future obligations under capital leases resulting from various Lease-in/Lease-out ("LILO") transactions, MARTA has invested funds in government agency bonds and notes, and guaranteed investment contracts. The maturities of these investments have been tied to the payment dates identified in the underlying LILO agreements.

In addition, to fund obligations under the master lease purchase agreement with Pinnacle Public Finance, MARTA established an escrow account with the Bank of New York Mellon Trust Company to make payments for improvements listed in the referenced agreement.

Lease Receivables - MARTA is a lessor of several properties. The associated lease receivables are calculated at the present value of lease payments expected to be received over the term of the leases.

Derivative Financial Instruments - Derivative financial instruments are reported at fair value. A hedging derivative instrument significantly reduces financial risk by substantially offsetting the changes in cash flows or fair values of the item the derivative is associated with. The annual changes in the fair value of a hedging derivative instrument are reported as deferred inflows and deferred outflows on the Statements of Net Position if meeting the requirements of an effective hedge. Derivative instruments not designated as an accounting hedge are classified as an investment derivative.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Changes in fair values of investment derivative instruments, including hedging derivative instruments that are determined to be ineffective, are reported as nonoperating revenues (expenses) on the Statements of Revenues, Expenses, and Changes in Net Position. See Note 8 for further information on these instruments.

Inventories - Materials (principally maintenance parts) and supplies inventories are stated at average cost and accounted for on the consumption method.

Capital Assets - Capital assets are carried at cost and depreciated using the straight-line method based on the estimated useful lives of the related assets, as follows:

Rail system and buildings	5 - 50 years
Transportation equipment	5 - 20 years
Other property and equipment	3 - 20 years
Right-to-use lease for rail system and buildings	5 - 15 years
Right-to-use lease for transportation equipment	5 - 15 years
Right-to-use lease for other property and equipment	5 - 15 years
SBITA (Subscription-Based IT Arrangements)	2 - 5 years

MARTA uses a five-thousand dollar capitalization threshold for its capital assets. Donated properties are reported at the estimated fair market value on the date donated. When assets are sold or retired, the cost of the asset and related accumulated depreciation is removed from the accounts and the resulting gain or loss, if any, is charged to non-operating revenue or expense.

Ordinary maintenance and repairs are charged to expense as incurred, while property additions and betterment are capitalized. MARTA capitalizes, as a cost of its constructed assets, the interest expense based upon the weighted average cost of borrowings of MARTA.

Deferred Outflows and Inflows of Resources - Deferred outflows of resources are a consumption of net assets by MARTA that is applicable to a future period and has a positive effect on net position like an asset.

Deferred inflows of resources are an acquisition of net assets by MARTA that is applicable to a future period and has a negative effect on net position like a liability.

Unearned Revenues - Included in Unearned Revenues is the remaining unamortized balance of the unearned amount from the lease agreement on Parking. The unearned lease payment is being amortized over the remaining lives of the lease on a straight-line basis. See Note 10 for further information.

Right to use Assets and Lease Liabilities - MARTA is a lessee on several contracts which resulted in the reporting of right to use assets and lease liabilities calculated at the present value of lease payments expected over the term of the lease and remeasured for any change in lease payment or lease modification. The lease liabilities are reduced as payments are made and interest expense is recognized for the period.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Right to use SBITA Assets and Lease Liabilities - MARTA has contracts that convey control of the right to use another party's IT software alone or in combination with tangible capital assets, as specified in a contract over a period of time. The initial liability is measured as the present value of the total subscription payments during the term. The SBITA liabilities are reduced as the payments are made and interest expense is recognized for the given period.

Bond Proceeds, Premiums, Discounts, Issue Costs, and Losses on Refunding - Proceeds from the issuance of Sales Tax Revenue Bonds are initially deposited with the Bond Trustee in a Construction Fund as required by the Trust Indenture between MARTA and the Trustee. MARTA requisitions the funds as needed for construction of the transit system.

Bond premiums and discounts are amortized using the bond outstanding method, which is materially consistent with the effective interest method, over the term of the related debt. Losses on debt refunding are included in deferred outflows of resources and amortized over the shorter of the life of the refunded debt or the new debt, principally using the bond outstanding method. Debt issuance costs are fully expensed at issuance except for bond insurance costs which are amortized on a straight-line basis over the life of the related bond.

Fare Revenues - Passenger fares are recorded as revenue at the time of sales except for stored cash value, which is recorded at the time services are performed.

Subsidies, Grants and Contributions - MARTA receives grant funds from the Federal Transportation Administration ("FTA") for a substantial portion of its capital acquisitions. Assets acquired in connection with capital grant funds are included in capital assets. These grants generally require a local funding match by MARTA at a stipulated percentage of total project costs. Capital grant agreements with FTA provide for FTA holding a continuing interest in properties acquired and restricting the use of such properties to providing mass transportation services. MARTA reports donated capital assets as contributions. All donated capital assets along with grants for capital asset acquisition, facility development, and rehabilitation are reported in the Statements of Revenues, Expenses, and Changes in Net Position, after nonoperating revenues and expenses as Capital Grants and Contributions.

MARTA also receives grant funds from the FTA for operating assistance such as preventive maintenance. Grants for operating assistance are reported as Federal Revenues on the Statements of Revenues, Expenses and Changes in Net Position as part of the nonoperating revenues and expenses.

Coronavirus Response and Relief Supplemental Appropriations Act - Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) was signed into law on December 27, 2020 which includes funding in supplemental appropriations for COVID-19 relief. This funding helps to support the transit industry during the COVID-19 public health emergency. The CRRSAA Act, through FTA formula funding provisions, provided MARTA with $33,525 of operating assistance, of which $101 was utilized in the current fiscal year.

Federal Transit Administration America Rescue Funds - The American Rescue Plan Act of 2021 (ARP), was signed into law on March 11, 2021 to support the nation's public transportation systems as they continue to respond to the COVID-19 pandemic. ARP, through the FTA formula funding provisions, provided MARTA with $285,686 of operating assistance, of which the remaining $138,678 was utilized in the current fiscal year. Thus, all ARP funding has been exhausted.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Net Position - Net position presents the difference between assets, liabilities, and deferred outflows/inflows of resources in the Statements of Net Position. Net position pertaining to investment in net capital assets is reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets. Net position components are reported as restricted when there are legal limitations imposed on their use by laws or regulations of other governments or external restrictions by creditors or grantors. Unrestricted net position may be designated for specific purposes at the option of the MARTA Board of Directors. If restricted and unrestricted net positions are available for the same purpose, then the restricted position will be used before the unrestricted position.

Fiduciary Funds - Fiduciary funds are used to account for resources held for the benefit of parties outside of MARTA. Fiduciary funds are not reflected in the primary financial statements because the resources of those funds are not available to support projects or expenses owned or generated by MARTA, rather these funds are accounted for in separate financial statements. The financial statements that contain the fiduciary funds are the Statement of Fiduciary Net Position and the Statement of Changes in Fiduciary Net Position.

The component units included in the fiduciary funds' statements are:

- MARTA/ATU Local 732 Employees Retirement Plan
- Non-Represented Pension Plan
- Other Post-Employment Benefits (OPEB) Plan

Budgetary Controls - An annual operating and capital budget is developed by MARTA's Management. After a public hearing the proposed budget is revised, if necessary, finalized and adopted by MARTA's Board of Directors.

The budget is prepared on the same basis of accounting as the financial statements except that depreciation, interest expense, gains (losses) on sale of property, unrealized gains (losses) on investments and other nonoperating expenses are not budgeted. Management control for the operating budget is maintained at the expenditure category levels. Management has flexibility of reprogramming funds with respect to a cost center and with an approval of budget staff if the total budget authorization is not exceeded. Capital expenditures are controlled at the budget line item.

Cost Allocation - MARTA allocates certain general and administrative expenses to transit operations and capitalizes certain of these expenses in construction in progress based on its cost allocation plan prepared in accordance with FTA guidelines. General and administrative expenses not allocable to either transit operations or construction in progress under FTA guidelines are reflected as nonoperating general and administrative expense in the accompanying Statements of Revenues, Expenses, and Changes in Net Position.

Operating Revenues and Expenses - Fare and parking revenue from transporting passengers, concessions, and advertising are reported as operating revenues. Transactions that are capital, financing, or investing related, or which cannot be attributed to MARTA's transportation focus, are reported as nonoperating revenues. All expenses related to operating the bus and rail system are reported as operating expenses. Interest expenses, financing costs, and planning costs are reported as nonoperating expenses.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Compensated Absences - MARTA employees are granted annual paid time off and vacation in varying amounts. A liability is recognized for amounts of accrued annual paid time off and vacation leave and related benefits attributable to services already rendered and for which it is probable that compensation will be paid. A liability for accumulated unused sick leave is not recognized since it is not paid upon termination or retirement. Upon retirement, unused accumulated sick leave may be counted as credited service for pension benefit calculation purposes.

Adoption of New Accounting Pronouncements Effective for the Fiscal Year Ended June 30, 2023

GASB Statement No. 91, *Conduit Debt Obligation* (“GASB 91”) *provides* guidance on reporting requirements for conduit debt obligations by issuers. This standard eliminates diversity in practice relating to commitments extended by issuers, arrangements associated with conduit debts and their notes disclosures. It clarifies the definition of conduit debts, establishes standards for accounting and financial reporting of additional commitment extended by issuers and improves note disclosures to users. There was no impact as a result of adopting this standard.

GASB Statement No. 94, *Public-Private* and *Public-Public Partnership* and *Availability Payment Arrangements* ("GASB 94") provides guidance on public-private and public-public partnership arrangements (PPPs), service concession arrangements (SCA) and availability payment arrangements (APAs). This statement defines PPPs, SCAs and APAs, establishes uniform guidance on accounting and financial reporting for transactions that meet the definitions, and provides guidance on reporting requirements.

The objective of this statement is to provide financial statement users with more relevant and reliable information on these arrangements, create greater consistency, and enhance the usefulness of governments` financial statements.

GASB 94 requires a restatement of beginning balances, if practicable, for all periods presented. If restatement for prior periods is not practicable, the cumulative effect of applying this statement should be reported as a restatement of beginning net position.

MARTA adopted GASB 94 in Fiscal Year 2023. There was no impact as a result of adopting this statement

GASB Statement No. 96*, Subscription-Based Information Technology Arrangement* ("GASB 96") establishes a single model for subscription-based information technology arrangements (SBITA) accounting based on the principle that SBITA contracts are financings of the right to use another party’s asset alone or with tangible capital assets for a period in time in an exchange transaction. The adoption of this statement requires MARTA to recognize a SBITA liability and an intangible right-to-use SBITA asset.

The objective of this statement is to establish uniform accounting and financial reporting requirements for SBITAs, improve the comparability of financial statements among governmental entities, and enhance the consistency, relevance, reliability and understandability of information about SBITA activities of governments.

GASB 96 requires a restatement of beginning balances, if practicable, for all periods presented. If restatement for prior periods is not practicable, the cumulative effect of applying this statement should be reported as a restatement of beginning net position.

(Dollars in Thousands)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Adoption of New Accounting Pronouncements Effective for the Fiscal Year Ended June 30, 2023

MARTA adopted GASB 96 in Fiscal Year 2023. The impact of the adoption is summarized below:

Impact on Financial Statements Balances as of July 1, 2022

Right to Use Asset SBITA Assets	$9,785
SBITA Liability	$(8,658)
Prepaid Assets	$(1,127)

New Accounting Pronouncements Effective in Future Periods or Not Applicable - MARTA has not determined the impact of adopting the following statements:

No.	GASB Statement	Fiscal Year	Applicable to MARTA
	Implementation Guide No. 2021-1. Question 5.1	2024	Yes
99	Omnibus 2022- Financial Guarantees and Derivative	2024	No
100	Accounting Changes and Error Corrections-An Amendment to GASB 62	2024	Yes
101	Compensated Absences	2025	Yes
	Implementation Guide No. 2023-1	2024	Yes

2. CASH AND INVESTMENTS

Cash - At June 30, 2023 the carrying amount of MARTA's total cash on hand was $1,267.

At June 30, 2023, the carrying amount of MARTA's total cash on deposit was $71,316. Included in the bank balance of $70,856, $938 was covered by federal depository insurance and $69,918 was collateralized by government securities held by the pledging financial institution's trust department or agent in MARTA's name.

Investments - Georgia statutes authorize MARTA to invest in U.S. Government obligations, U.S. Government agency obligations, obligations of any instrumentality of the U.S. Government, or in repurchase agreements collateralized by any of the aforesaid securities, or in State of Georgia obligations, or in the State of Georgia sponsored investment pool or in other obligations or instruments as allowed by Georgia Law.

Under the terms of MARTA's Sales Tax Revenue Bond Trust Indenture, MARTA may not invest in securities with a remaining term to maturity greater than five years from the purchase date. In addition, MARTA requires that repurchase agreement collateral must have a fair value ranging from 101% to 106% of the cost of the repurchase agreement, depending upon the maturity date and type of security. MARTA's policy states that collateral pledged for repurchase agreements and not delivered to MARTA's safekeeping agent must be held by the pledging bank's trust department in MARTA's name. Investments held and managed by an independent trustee are not subject to these restrictions.

Fair Value Measurements - To the extent available, MARTA's investments are recorded at fair value and the derivatives are recorded at fair value level 2 using quoted prices for similar assets or liabilities in active markets as of June 30, 2023. GASB Statement No. 72 - Fair Value Measurement and Application, defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This statement establishes a hierarchy of valuation inputs based on the extent to which the inputs are observable in the marketplace. Inputs are used in applying the various valuation techniques and consider the assumption that market participants use to make valuation decisions. Inputs may include price information, credit data, interest and yield curve data, and other factors specific to the financial instrument. Observable inputs reflect market data obtained from independent sources. In contrast, unobservable inputs reflect the entity's assumptions about how market participants would value the financial instrument. Valuation techniques should maximize the use of observable inputs to the extent available.

2. CASH AND INVESTMENTS (continued)

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used for financial instruments measured at fair value on a recurring basis:

Level 1 - Investments whose values are based on quoted prices (unadjusted) for identical assets (or liabilities) in active markets that a government can access at the measurement date.

Level 2 - Investments with inputs, other than quoted prices included within Level 1, that are observable for an asset (or liability), either directly or indirectly. Furthermore, if an asset or liability has a specified term to maturity, then to qualify for Level 2 designation, an input must be observable for substantially the full term to maturity of the asset or liability. Level 2 inputs include the following:

a. Quoted prices for similar assets or liabilities in active markets.

b. Quoted prices for identical or similar assets or liabilities in markets that are not active, that is, markets in which there are few transactions for the asset or liability, the prices are not current, or price quotations vary substantially either over time or among market makers (for example, some brokered markets), or in which little information is released publicly (for example, a principal-to-principal market).

c. Inputs other than quoted prices that are observable for the asset or liability (for example, interest rates and yield curves observable at commonly quoted intervals, implied volatilizes, prepayment speeds, loss severities, credit risks, and default rates).

d. Inputs that are derived principally from corroborated by observable market data by correlation or other means (market-corroborated inputs).

(Dollars in Thousands)

2. CASH AND INVESTMENTS (continued)

As of June 30, 2023, MARTA had the following investments and maturities:

Investment Type	Valuation Measurement Method	Value	Less than 1	1 - 5	6 - 10	More than 10
		Investment Maturities (in Years)				
Repurchase Agreements	Cost	$ 501,127	$ 501,127	$ —	$ —	$ —
U.S. Treasuries	Fair value -Level 1	191,996	185,273	6,723	—	—
U.S. Agencies	Fair value -Level 1	182,715	166,023	16,647	45	—
FDIC Public Fund	Cost	54,418	54,418	—	—	—
Municipal - FDIC	Cost	8,280	7,965	315	—	—
Supranational Bonds	Cost	55,633	47,633	8,000	—	—
Guaranteed Inv Contracts	Amortized Cost	32,424	—	—	—	32,424
Total		$ 1,026,593	$ 962,439	$ 31,685	$ 45	$ 32,424

Interest Rate Risk - The risk that changes in interest rates will adversely affect the fair value of financial instruments or cash flows. As a means of limiting its exposure to this, MARTA's investment policy prohibits investments in U.S. Treasuries and Agencies and State Obligations with maturities greater than five years and six months at the date of purchase.

The policy also limits Repurchase Agreements to three months from the date of purchase. Investments held and managed by an independent trustee are not subject to these restrictions.

(Dollars in Thousands)

2. CASH AND INVESTMENTS (continued)

Credit Quality Risk - The risk that an issuer or other counterparty to an investment will not fulfill its obligations. The exposure of MARTA's debt securities to credit quality risk as of June 30, 2023 is as follows:

Investment Type	Book Value	Credit Rating	Rating Agency
Repurchase Agreements	$ 501,127	A1/P-1	Moody's/S&P
U.S. Treasuries	191,996	AAA/AA+	Moody's/S&P
U.S. Agencies	182,715	AAA/AA+	Moody's/S&P
FDIC Public Fund	54,418	AAA/AA+	Moody's/S&P
Municipal-FDIC	8,280	AA2/AA-	Moody's/S&P
Supranational Bonds	55,633	AAA/AAA	Moody`s/S&P
Guaranteed Inv Contracts	32,424	A-2/P-2/A-/Baa1/Ba1	Moody's/S&P
	$ 1,026,593		

Concentration of Credit Risk - The risk of loss that may be attributed to the magnitude of a government's investment in a single issuer. MARTA does not hold more than 5% in any single issuer, other than investments related to the U.S. Government.

Custodial Credit Risk - For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, MARTA will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. At June 30, 2023 included in the investments of $1,026,593 were $9,708 of securities held by a trustee not in the name of MARTA. These investments are the only securities not held in MARTA's name as per the terms of a trust agreement between MARTA and a railroad company.

Foreign Currency Risk - The risk that changes in exchange rates will adversely impact the fair value of an investment. MARTA is not exposed to this risk and its investment policy does not provide for investments in foreign currency denominated securities.

(Dollars in Thousands)

3. RESTRICTED ASSETS

Restricted assets consist of the following for the year ended June 30, 2023:

Restricted Cash and Investments:		**2023**
Sinking Fund	$	95,637
Other-SB 115 10% PY Operating Revenue		68,596
Investment Held to Pay Lease Obligation		32,424
Railroad Trust Fund Agreement		9,668
Pinnacle Escrow Cash		1,514
Total Restricted Cash and Investments	$	207,839

The amounts held in Sinking Funds are restricted for the payment of bond principal and interest as they become due and to the maintenance of the required reserve amounts (see Note 7).

The Georgia Legislature passed SB115 requiring MARTA to maintain in reserve ten percent of its prior fiscal year's operating revenue. Said operating budget reserve shall be utilized for ongoing operating expenses only in those circumstances requiring its use due to worsened economic conditions in the Atlanta region, or catastrophic loss such as an act of God or terrorism. The reserve is maintained in the Unified Reserved Portfolio which is comprised of restricted and unrestricted asset. MARTA maintains a floor that is greater than 10% of its prior year operating revenue to comply with the SB115 requirement and the value of the floor equates to the value of the restricted assets within the portfolio. The value of the assets above the floor are considered unrestricted assets in the portfolio.

Investments held to pay lease obligations represent investments held by trustees to be used for lease payments under MARTA's LILO arrangements.

Under the terms of the railroad trust fund agreement between MARTA and a railroad company (the "Railroad"), MARTA has agreed to pay certain costs of purchasing insurance to protect the Railroad against the risk of liability from injury or damage to MARTA's passengers, employees, and property which may result from the Railroad's operations. At June 30, 2023, MARTA had placed certain investments in a special trust fund to guarantee its performance under this agreement. Interest earned on these funds are unrestricted.

An escrow cash account is maintained in MARTA's name as part of the Pinnacle Lease. The funds in the escrow are restricted to pay for the energy savings capital improvements. Interest earned in the escrow account is recorded as non-operating revenue.

4. SALES AND USE TAX

Under the MARTA Act, the Rapid Transit Contract and Assistance Agreement with Fulton and DeKalb Counties and the City of Atlanta and the Rapid Transit Contract with Clayton County, MARTA receives proceeds from the collection of a sale and use tax within Fulton, DeKalb and Clayton Counties and the City of Atlanta. In these jurisdictions, a sales and use tax of 1% is levied for the exclusive use of MARTA. The tax is levied at 1% until 2057 and will be reduced to ½% thereafter. Beginning in April 2017, an additional sale and use tax of ½% is levied in the City of Atlanta for the purpose of expanding and enhancing MARTA transit service in the City of Atlanta.

In 2015, the Georgia General Assembly permanently eliminated the prior requirement mandating that MARTA spend no more than 50% of the annual sales and use tax proceeds to subsidize the operating costs of the System. Removal of this provision provides MARTA with additional flexibility to manage its resources.

During the year ended June 30, 2023 MARTA used 34% of the sales and use tax proceeds to subsidize the net operating costs.

5. FARE REVENUE

The MARTA Act places certain requirements on the rates that MARTA is to charge for transportation services provided.

The rates charged to the public for transportation services must be such that the total transit related revenues are no less than 35% of the operating costs, exclusive of depreciation and amortization, and other costs and charges as provided in the MARTA Act, of the preceding fiscal year.

Under provisions of amendments to the MARTA Act, all revenues, except the sales and use taxes, are included in transit related revenues for purposes of this calculation.

Transit related revenues for the year ended June 30, 2023 was 77.2% of operating costs of the previous fiscal year as defined under the MARTA Act.

(Dollars in Thousands)

6. CAPITAL ASSETS

Capital asset activities for the year ended June 30, 2023 were as follows:

	Balance June 30, 2022	GASB 96 Implementation	Additions	Decreases	Balance June 30, 2023
Capital assets, not being depreciated/amortized:					
Land	$ 591,113	—	$ 9,356	$ —	$ 600,469
Construction in progress	384,509	—	212,554	(180,915)	416,148
Total capital assets not being depreciated/amortized	975,622	—	221,910	(180,915)	1,016,617
Capital assets being depreciated/ amortized:					
Rail systems & buildings	4,154,179	—	88,252	(146)	4,242,285
Transportation equipment	1,615,664	—	33,132	(17,222)	1,631,574
Furniture/fixtures/equipment/ vehicles	1,693,948	—	44,329	(7,263)	1,731,014
Right-to-use equipment	3,455	—	—	—	3,455
Right-to-use building	921	—	—	—	921
SBITA asset	—	9,785	—	—	9,785
Total capital assets being depreciated/amortized	7,468,167	9,785	165,713	(24,631)	7,619,034
Less accumulated depreciation/ amortization for:					
Rail systems & buildings	(2,784,463)	—	(114,729)	146	(2,899,046)
Transportation equipment	(1,255,731)	—	(73,176)	17,207	(1,311,700)
Furniture/fixtures/equipment/ vehicles	(1,318,835)	—	(57,196)	7,205	(1,368,826)
Right-to-use equipment amortization	(956)	—	(352)	—	(1,308)
Right-to-use building amortization	(152)	—	(77)	—	(229)
SBITA amortization	—	—	(4,620)	—	(4,620)
Total accumulated depreciation/ amortization	(5,360,137)	—	(250,150)	24,558	(5,585,729)
Total capital assets being depreciated/amortized, net	2,108,030	9,785	(84,437)	(73)	2,033,305
Capital assets, net	$ 3,083,652	$ 9,785	$ 137,473	$ (180,988)	$ 3,049,922

During the year ended June 30, 2023, new land parcels were listed as assets are but not being depreciated or amortized. The land additions cause the decrease in construction in progress to be greater than the increase in capital assets. The variance of $9,356 is the addition of new land parcels from Clayton County facility and a $5,846 CIP adjustment to a land parcel.

(Dollars in Thousands)

7. LONG-TERM DEBT

Long-term debt activities for the year ended June 30, 2023 were as follows:

Series	Year Issued	Principal Issued	Years of Maturity	Interest Rates	Balance June 30, 2022	Additions	Principal Retirements	Balance June 30, 2023
Sales Tax Revenue Bonds:								
2007A	2007	145,725	2033	5.25%	$ 136,735	$ —	$ (136,735)	$ —
2012A	2012	311,075	2041	3.00%-5.00%	1,470	—	(1,470)	—
2014A	2015	286,700	2044	3.00%-5.00%	15,005	—	(7,360)	7,645
2015A	2015	87,015	2045	5.00%	—	—	—	—
2015B	2015	88,485	2045	2.00%-5.00%	87,330	—	(1,195)	86,135
2015C	2015	93,085	2029	5.00%	93,085	—	—	93,085
2016A*	2015	90,260	2029	5.00%	38,120	—	(12,420)	25,700
2016B	2016	242,985	2029	5.00%	242,985	—	—	242,985
2017A	2017	100,815	2047	3.00%-4.00%	100,815	—	—	100,815
2017C	2018	263,545	2039	3.25%-5.00%	261,260	—	(650)	260,610
2017D	2018	55,845	2030	4.00%-5.00%	55,450	—	(120)	55,330
2018A	2019	165,875	2025	3.00%-4.00%	132,710	—	(30,520)	102,190
2019A	2019	130,790	2047	3.00%-5.00%	130,790	—	—	130,790
2020A	2020	132,330	2047	3.00%-5.00%	132,330	—	—	132,330
2020B	2020	270,145	2040	0.20% - 2.68%	268,795	—	(33,635)	235,160
2021A	2021	117,500	2045	**FRN	117,500	—	—	117,500
2021C	2021	100	2026	**FRN	100	—	—	100
2021D	2021	275,630	2045	0.63%- 2.98%	275,630	—	(57,595)	218,035
2021E-1	2021	60,950	2040	3.00% - 5.00%	60,950	—	—	60,950
2021E-2	2021	32,983	2045	4.00% - 5.00%	32,983	—	—	32,983
2023A	2023	65,025	2040	5.00%	—	65,025	—	65,025
2023B	2023	112,505	2032	5.00%	—	112,505	—	112,505
Subtotal					$ 2,184,043	$177,530	$ (281,700)	$ 2,079,873
Less portion due within one year					(67,050)	7,570	—	(59,480)
Plus unamortized premium (discount)					103,499	23,549	(15,758)	111,290
Sales Tax Revenue Bonds total long-term portion					$ 2,220,492	$208,649	$ (297,458)	$ 2,131,683

* Bonds from Direct Placements
**FRN - Floating-Rate Note

(Dollars in Thousands)

7. LONG-TERM DEBT (continued)

Changes in Long Term Debt for the year ended June 30, 2023 were as follows:

	Balance June 30, 2022	Increase	Decrease	Balance June 30, 2023	Due within One Year
Revenue Bonds	$ 2,028,323	$ 177,530	$ (269,280)	$ 1,936,573	$ (46,775)
Bonds From Direct Placement	155,620	—	(12,420)	143,200	(12,705)
Note Payable	100	—	—	100	—
Total	$ 2,184,043	$ 177,530	$ (281,700)	$ 2,079,873	$ (59,480)

Variable rate assumed (3.79%) is based on definition provided in Third Master Trust Indenture: The current 25 years Revenue Bond Index (as of 7/01/2023).

Sales Tax Revenue Bonds - Principal on all the Sales Tax Revenue Bonds (the "Bonds") is payable in an annual installment on July 1; interest is payable semi-annually on January 1 and July 1 on all Bonds in the preceding Long-Term table except the Series 2021A Bond and the Note Payable Series 2021C, in which interest is payable on the first day of each month for the previous month.

All the Bonds in the preceding Long-Term Debt tables are payable from and secured by the third lien on sales and use tax and title ad valorem tax receipts.

Currently 78.7% of the outstanding Bonds are redeemable at the discretion of MARTA within the next ten years at a price equal to par.

(Dollars in Thousands)

7. LONG-TERM DEBT (continued)

Annual debt service analysis of Principal and Interest for the year ended June 30, 2023 were as follows:

	Bonds / Notes		Bonds from Direct Placements	
Year Ending June 30	**Principal**	**Interest**	**Principal**	**Interest**
2024	$ 46,775	$ 69,997	$ 12,705	$ 3,569
2025	56,265	71,154	12,995	3,285
2026	66,390	68,938	—	2,978
2027	68,725	66,228	—	2,978
2028	71,190	63,251	—	2,978
2029-2033	407,645	266,749	—	14,908
2034-2038	503,445	176,247	—	14,900
2039-2043	454,220	82,548	67,420	14,355
2044-2048	261,918	17,954	50,080	3,785
	$ 1,936,573	$ 883,066	$ 143,200	$ 63,736

(Dollars in Thousands)

7. LONG-TERM DEBT (continued)

Amount due within one year on long-term debt for the year ended June 30, 2023 were as follows:

Series		Principal
2014A	$	7,645
2015B		1,225
2016A*		12,705
2017C		680
2017D		710
2018A		32,075
2020B		1,765
2021D		2,675
	$	59,480

* 2016A is a direct placement

MARTA's Board established a debt limit for the Sales Tax Revenue Bonds. The total annual debt service on such bonds is limited to no more than 45% of projected sales tax receipts for each year.

7. LONG-TERM DEBT (continued)

MARTA has pledged future sales tax and title ad valorem tax revenues to repay $2,191,163 in sales tax revenue bonds issued in calendar years 2015, 2016, 2017, 2018, 2019, 2020,2021, 2022 and 2023 of which $2,131,683 is considered long-term debt. Proceeds from the bonds were used for the rehabilitation or expansion of MARTA's rail and bus systems. Principal and interest on the bonds are payable through FY2048, from the sales tax and title ad valorem tax revenues. Annual principal and interest on the bonds are expected to require no more than 45% of such net revenues. Principal and interest paid for in the year ended June 30, 2023 was $140,361.

In April 2023, MARTA issued refunding green bonds Series 2023A in the amount of $65,025 to refund portion of Bonds Series 2020B and Bonds Series 2021D. As a result, a total amount of $87,390 is considered defeased, the liability for this bond and the corresponding assets in the trust accounts have been removed from MARTA's Statement of Net Position. As a result of the refunding, MARTA recognized a decrease in debt service of $22,365 and economic gain of $7,133 There are a variety of operational and financial covenants associated with the Bonds. Management believes that MARTA follows all such covenants.

MARTA legally defeased all the outstanding Series 2007A Bonds with available cash on April 25, 2023. The Series 2007A bonds are no longer outstanding under the indenture. They are secured solely by amounts on deposit in an escrow fund created pursuant to an Escrow Deposit Agreement dated as of April 25, 2023. MARTA did a Cash In-substance by using existing cash on hand to pay off higher early rate interest rate bonds for Series 2007A. Bond series 2007A has a $127,260 outstanding debt which was defeased and cash was placed into an escrow account and invested at current higher rates.

MARTA issued its Sales Tax Revenue Bonds, Series 2023B in the aggregate principal amount of $112,505, on May 11, 2023. The Authority used a portion of the proceeds of the Series 2023B Bonds for the purpose of financing various capital projects to enhance life safety and to maintain the transit system in a state of good repair and to pay all or a portion of the costs of issuing the Series 2023B Bonds. New money tax-exempt bonds (series 2023B) were issued in similar amount and amortized as the defeased Series 2007A bonds.

In prior years, MARTA has defeased various bond issued by creating separate irrevocable trust funds. New debt has been issued and the proceeds have been used to purchase U.S. Government securities that were placed in trust funds. The investments and fixed earnings from the investments are enough to fully service the defeased debt until the debt is called or matures. For financial reporting purposes, the debt has been considered defeased and, therefore, removed as a liability from MARTA's financial statements. As of June 30, 2023, the total outstanding escrow funds $403,944 of these defeasance bonds remain outstanding.

7. LONG-TERM DEBT (continued)

MARTA's outstanding Sales Tax Revenue Bonds (the "Bonds") contain provisions that upon the occurrence of (1) failure to make payment of principal or interest when due, (2) failure to perform any covenant contained in the Bond indenture if such failure continues for 30 days after receipt by MARTA of written notice specifying such default, (3) if MARTA institutes bankruptcy proceedings, (4) any sum payable to MARTA under the terms of its Contract with the taxing jurisdictions is taken in custody under any court process, or (5) any of the taxing jurisdictions shall default in making any payments owed under the Contract or shall materially fail to comply with any provisions of the Contract, then the Trustee may, and upon the written request of the owners of more than 25% in aggregate principal amount of the Bonds shall, declare the principal of all Bonds outstanding and the interest accrued thereon immediately due and payable. All publicly traded and direct placement bonds are subject to the same default provisions under the Bond Indenture. The notice and cure period apply and the private placement bondholders have the same remedies as the other holders.

Sales and use tax revenues are initially deposited into a Sinking Fund held by the bond trustee as required by the Bond Trust Indentures. At June 30, 2023, amounts held in the Sinking Funds exceeded the amounts required to be held pursuant to the Bond Trust Indentures. All such amounts are classified as restricted cash and investments in the Statements of Net Position.

(Dollars in Thousands)

7. LONG-TERM DEBT (continued)

Following is a summary of activity in the Sinking Funds for the year ended June 30, 2023:

	2023
Balance, Beginning of the Year	$ 104,695
Sales and Use Tax Proceeds	143,549
Investment Income	1,871
Principal and Interest Payments on Bonds	(140,361)
Debt Refunding	(214,650)
Excess of Sales Tax Withheld	198,943
Trustee Fees	115
Balance, End of the Year	$ 94,162

At June 30, 2023, MARTA reported $22,223 in deferred outflow of resources related to debt refunding cost for unamortized deferred loss on bonds refunding as follows:

	Deferred Outflows of Resources Debt Refunding
	2023
Unamortized Deferred Loss Bond Refunding	$ 38,836
Current Year Amortization	(3,197)
Addition to Deferred Loss - Debt Refunding	(13,416)
Total Deferred Outflow of Resources - Debt Refunding	$ 22,223

(Dollars in Thousands)

8. LONG-TERM LIABILITIES

Changes in Long-term Liabilities related to self-insurance reserves, other liabilities, financed purchase, and derivative liability for the year ended June 30, 2023 were as follow:

	Balance June 30, 2022	Increase	Decrease	Balance June 30, 2023	Due within One Year
Self-Insurance Reserves	$ 53,492	$ 36,501	$ (31,149)	$ 58,844	$ 20,705
Other Liabilities	42,337	5,017	—	47,354	10,535
Financed Purchase	33,597	—	(2,006)	31,591	2,043
Derivative Liability	111	1,373	—	1,484	—
Total	$ 129,537	$ 42,891	$ (33,155)	$ 139,273	$ 33,283

MARTA administers and maintains self-insured reserves for workers' compensation claims, automobile liability claims, public liability and property damage claims. MARTA carries excess insurance coverage for amounts exceeding the self-insured retentions.

Other liabilities include future minimum lease payments under Lease-in Lease-out (LILO) arrangements. These agreements provide for the lease of certain Authority’s rail capital assets to a financial party lessee and the sublease of such capital assets back to MARTA for a specified term

MARTA holds a financed purchase agreement with Pinnacle Public Finance to finance multiple comprehensive energy savings capital projects.

The Authority maintains two hedging derivative instruments which must meet annual effectiveness tests.

(Dollars in Thousands)

9. DERIVATIVE FINANCIAL INSTRUMENTS

The fair value balances and notional amounts of hedging and investment derivative instruments outstanding and the corresponding changes in fair value of such derivative instruments for the year ended June 30, 2023, were as follows:

	Changes in Fair Value			
	Fiscal Year Classification	**Change Amount**	**Year End Amount**	**Fair Value Notional**
Hedging derivatives:				
Natural Gas Commodity Swaps	Deferred Outflow of resources	$ (167)	$ (704)	$ 800
Diesel Commodity Swaps	Deferred Outflow of resources	(1,206)	(780)	2,016
Total		$ (1,373)	$ (1,484)	$ 2,816

Hedging derivative instruments must meet annual effectiveness tests. MARTA assessed whether the hedging derivatives were highly effective in offsetting changes in fair value or cash flows of hedged items.

A derivative is effective if changes in a hedgeable item divided by changes in derivative is within a range of 80% to 125% in absolute terms. The test is also met if changes in derivative divided by changes in hedgeable item falls within range of 80% to 125%. The effective portion of changes in the fair value of derivatives that are designated and qualify as cash flow hedges are reported as deferred inflows and outflows in the Statement of Net Position. The gain or loss of the ineffective portion is recognized immediately in the Statement of Revenues, Expenses, and Changes in Net Position.

This risk could require MARTA to make a termination payment. MARTA mitigated the credit risk associated with its swaps by having entered into transactions with highly rated counterparties. MARTA also mitigated its concentration of credit risk by having diversified its swap transactions across two different counterparties.

Commodity Swap Agreements - In order to help plan its diesel and natural gas costs for the fiscal year and to protect itself against price volatility in the market prices of the commodities, MARTA has entered into commodity swap agreements to hedge low sulfur diesel and natural gas costs. This would reduce the value of the contract and MARTA could sell the contract at a loss, or likewise if the index prices are higher, the value of the contracts would increase, and MARTA could sell the contracts at a profit. It is possible that the index prices may be lower than the price at which MARTA committed to in the contracts. If MARTA continues to hold the contract until maturity, MARTA may make or receive termination payments to or from the counterparty to settle the obligation under the contract.

(Dollars in Thousands)

9. DERIVATIVE FINANCIAL INSTRUMENTS (continued)

MARTA mitigated the credit risk associated with its swaps by having entered into transactions with highly rated counterparties. MARTA also mitigated its concentration of credit risk by having diversified its swap transactions across two different counterparties.

MARTA has assessed whether the hedging derivatives were highly effective in offsetting changes in fair value or cash flows of hedged items. Based on the annual assessment, the commodity swap agreements met the effectiveness conditions of the dollar-offset method.

MARTA is exposed to the failure of the counterparty to fulfill the fuel contracts. The terms of the contracts include provisions for recovering the cost in excess of the guaranteed price from the counterparty should MARTA have to procure low sulfur diesel and natural gas on the open market.

Two contracts were terminated on June 30, 2023. A summary of agreements is as follows:

Execution Dates	Effective Dates	Termination Dates	Fixed Price	Counter Party		Net Settlement in FY 2022
Natural Gas:						
5/04/2022	7/01/2022	6/30/2023	6.327 per MMBtu	Fifth Third	$	(460)
5/04/2022	7/01/2023	6/30/2024	6.327 per MMBtu	Fifth Third	$	—
1/27/2023	3/01/2023	6/30/2024	3.448 per MMBtu	Cargill, Inc.	$	—
4/05/2023	7/01/2023	6/30/2024	3.550 per MMBtu	JP Morgan	$	—
4/05/2023	7/01/2024	6/30/2025	3.550 per MMBtu	JP Morgan	$	—
Diesel:						
5/04/2022	7/01/2022	6/30/2023	3.061 per gallon	Cargill, Inc.	$	(30)
5/04/2022	7/01/2023	6/30/2024	3.061 per gallon	Cargill, Inc.	$	—

MARTA assesses the effectiveness of the commodity swaps transactions and whether these derivatives were highly effective in offsetting fluctuations in fair value of cash flows of hedged commodities. Based on the annual assessment, the commodity swap agreements met the effectiveness conditions of the dollar-offset method.

(Dollars in Thousands)

10. FINANCED PURCHASE OBLIGATIONS

Pinnacle Financed Purchase

MARTA entered into a master lease purchase agreement with Pinnacle Public Finance to finance the design construction, implementation, monitoring and maintenance of comprehensive energy savings capital projects. These projects will improve the energy efficiency of certain MARTA facilities and are expected to result in energy cost savings.

The net present value of the future payments has been recorded as financed purchase obligations.

The following is a schedule by year of the future minimum payments under the Pinnacle agreement as of June 30, 2023:

2024	$ 2,043
2025	1,514
2026	2,052
2027	2,369
2028	1,371
2029 - 2033	13,101
2034 - 2037	9,141
Present value of net minimum payments	31,591
Less: current principal maturities	(2,043)
Obligations under Financed Purchase - long term	$ 29,548

The liability of these obligation changed in 2023 and 2022 as follows:

Outstanding - June 30, 2022	$ 33,597
Net change in obligation	(2,006)
Outstanding - June 30, 2023	$ 31,591

As part of this project, MARTA also entered into a performance assurance support services agreement with the contractor, Schneider Electric Buildings Americas, Inc. that provides an energy savings guarantee of $55,357 over the course of 17 years. The energy services project savings is $1,576 for the year ended June 30, 2023. Project was completed in May 2023.

11. LONG TERM LEASES AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (SBITAs)

Lessor

During the year ended June 30, 2001, MARTA began a Transit Oriented Development Program whereby MARTA executed long-term ground leases for office, retail, and residential development. The AT&T Towers and related parking and retail space were completed at Lindbergh City Center in October 2002. Ground lease agreements for these initial TOD projects provide for various payments to be made to MARTA over several years. In 2013, MARTA began pursuing new opportunities for joint development and identified development partners at four rail stations: King Memorial, Edgewood/Candler Park, Avondale, and Chamblee. The development will take place at other stations throughout the system as more development partnerships are formed.

MARTA is a lessor for non-cancellable leases of land. Leases over 5 years may contain Options to Extend or can be amended to extend in exchange for an upfront payment to MARTA equal to the value of the extension but cannot be renewed.

Upon implementation of GASB 87, MARTA recognized lease receivable and deferred inflow of resources in the Statement of Net Position. Lease receivable is initially measured at the present value of payments expected to be received over the life of the leases using incremental borrowing rates. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received.

MARTA recognized $10,021 in lease-related interest revenue and $6,466 in lease revenue associated with the lessor leases in fiscal year 2023.

11. LONG TERM LEASES AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (SBITAs) (continued)

Future Lease and Interest Receivables (in thousands) are scheduled to be received as follows:

Fiscal Years	Principal	Interest	Total
2024	$ 2,061	$ 9,601	$ 11,662
2025	1,459	9,660	11,119
2026	594	9,746	10,340
2027	497	9,836	10,333
2028	488	9,953	10,441
2029 - 2033	2,679	50,977	53,656
2034 - 2038	3,153	53,043	56,196
2039 - 2043	3,704	54,808	58,512
2044 - 2048	3,953	56,118	60,071
2049 - 2053	4,829	56,645	61,474
2054 - 2058	5,562	56,128	61,690
2059 - 2063	6,514	54,122	60,636
2064 - 2068	7,899	50,036	57,935
2069 - 2073	15,226	43,040	58,266
2074 - 2078	76,485	32,551	109,036
2079 - 2083	89,495	17,610	107,105
2084 - 2088	10,942	10,299	21,241
2089 - 2093	12,622	8,212	20,834
2094 - 2098	14,436	5,789	20,225
2099 - 2103	9,382	3,389	12,771
2104 - 2108	4,729	2,120	6,849
2109 - 2113	6,534	1,157	7,691
2114 - 2118	3,735	166	3,901
2119 - 2122	31	—	31
Total	**$ 287,009**	**$ 605,006**	**$ 892,015**

11. LONG TERM LEASES AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (SBITAs) (continued)

Deferred Inflow of Resources Related to Leases

The deferred inflow of resources is initially measured as the initial amount of the lease receivable. It is recognized as revenue over the life of the lease term on a straight-line basis. As of June 30, 2023, the deferred inflow of resources has a balance of $297,630.

Lindbergh Partnership Parking Agreement

In 2004, MARTA entered into a lease agreement with Carter & Associates, L.L.C. MARTA is the owner of the Leased Property, and the Leased Property is a portion of the project known as the Lindbergh City Center Project. This Lease Agreement reflects a period of ninety-nine (99) Lease years, a long-term utilization of 195 Residential parking Spaces in support of the Project Improvements pursuant to the Parking Agreement. Lessee's cost per parking space equal $7.50, totaling $1,463.

Capital Event Participation Rent / Uptown Square Apartments

Assignment/transfer of Uptown Square Apartments to AVR Uptown Square L.L.C, an affiliate of Alvero Acquisition Corp. and AVR Realty Company LLC occurred in 2013. This transaction resulted in Capital Event Participation Rent due MARTA in 2013. The original lease amount was $4,679 for 98 years.

Capital Event Participation Rent / AC Property - Arts Center Rail Station Lease

Assignment of ground lease dated as of July 14, 2006 and further assigned as of October 3, 2016, now this ground lease known as AC property-Arts Center rail station is amended and extended between MARTA and AC Property Owners, L.P. a Delaware limited partnership. The previous expiration date of August 31, 2083 was extended to a new expiration date of August 1, 2117, resulting in additional compensation paid to MARTA in the amount of $6,500.

Capital Event Participation Rent / Avondale Station Project

MARTA and Development Authority of the City of Decatur entered into a lease Agreement to develop the lease property as a Transit Oriented development in 2016. It was amended in November 2018, which extended the lease to 99 years from November 2018 and Lessee paid MARTA $525.

Capital Event Participation Rent / Edgewood-Candler Park Station Project

MARTA (Landlord) acknowledged a sublease agreement amendment made between Edgewood TOD Master, LLC ("Sublessor") and Moving In the Spirit, Inc. ("Sublessee") in September, 2018. Landlord, Sublessor, and Sublessee have now determined that the allocation of value with respect to the Base Premises (Edgewood-Candler Park Station Project), as reflected in the Terms, was an incorrect allocation of the overall appraised value reflected in the 2014 Appraisal. Sublessor and Landlord have made corresponding corrections to the Base Lease. The parties agree Sublessee shall deliver a portion of the Sublease payment equal to $525 to Landlord (MARTA).

(Dollars in Thousands)

11. LONG TERM LEASES AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (SBITAs) (continued)

Resurgens Plaza South Inc. Lease

MARTA and Resurgens Plaza South Inc. entered into a Lease Agreement for Johnsontown South Site dated May 29, 1984. It was amended in 2017, which extended the lease to 99 years. Upon completion of the transaction, the Resurgens Plaza South Inc. paid MARTA $4,250 on July 17, 2017.

Lessee

MARTA is a lessee for non-cancellable series of leases that include radio antenna sites, office space, insertion equipment, copiers, and WAN connectivity for remote sites. MARTA implemented GASB 87 in fiscal year 2022 to account for such leases. MARTA used the borrowing rates established by PFM Financial Advisors, LLC.

MARTA recognized $400 in liability reductions and $71 in interest payments associated with the leases in fiscal year 2023.

MARTA reduces the lease liability as payments are made and recognized an outflow of resources for interest on the liability. The leases are also amortized over the useful life of the leased assets.

Future lease payments and interest are scheduled to be paid under non-cancellable leases as follows:

The aggregate amortization schedule for the lease liability is as follows:

Fiscal Years	Principal Payments	Interest Payments	Total
2024	$ 334	$ 64	$ 398
2025	403	55	458
2026	399	46	445
2027	395	37	432
2028	211	31	242
2029 - 2033	623	84	707
2034 - 2035	195	7	202
Total	$ 2,560	$ 324	$ 2,884

(Dollars in Thousands)

11. LONG TERM LEASES AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (SBITAs) (continued)

LILO Lease

MARTA entered into various LILO arrangements related to the leasing and subleasing of MARTA's rail cars, rail lines, and a rail maintenance facility. These agreements provide for the lease of certain Authority's rail capital assets to a financial party lessee and the sublease of such capital assets back to MARTA for a specified term.

The net present value of the future sublease payments has been recorded as lease obligations. The funds invested in U.S. Agency Bonds and Notes and Guaranteed Investment Contracts to fund these future lease obligations as they come due have been recorded as Investments Held to Pay Capital Obligations. Unrealized and realized gains and losses on these investments are recorded as non-operating revenues and expenses in the Statement of Revenues, Expenses, and Changes in Net Position.

The following table summarizes MARTA's outstanding lease/leaseback transactions as of the respective transaction dates:

Lease Date	Property	Fair Value At Closing Date	Prepayment Received on Head Lease from the Equity	Amount Invested to Satisfy Sublease Obligation	Cash Benefit Net of Fees	Repurchase Option Date	Sublease Termination Date
9/29/2005	30 Breda CQ 312 Rail Cars	$ 93,300	$ 16,274	$ 11,376	$ 3,839	1/2/2034	12/15/2034
9/29/2005	10 Breda CQ 312 Rail Cars	$ 31,500	$ 5,488	$ 3,793	$ 1,333	1/2/2034	12/15/2034

The following table shows the net book value of the rail cars under the lease/leaseback transactions as of June 30, 2023:

Lease Date	Property	Net Book Value
9/29/2005	40 Breda CQ 312 Rail Cars	$ 24,428

American Insurance Group ("AIG") and Ambac were participants in most of these structured lease transactions. The downgrade of AIG and Ambac ratings triggered, at the option of the counterparties, replacement of the Payment Undertaking Agreements and the surety bonds for 18 of the 19 transactions.

Of the 18 transactions that fell below the threshold, replacement was requested for 16. None of MARTA's counterparties in these transactions declared a default.

(Dollars in Thousands)

11. LONG TERM LEASES AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (SBITAs) (continued)

The lease arrangements include various buyout option dates. Beginning in January 2018 and ending in January 2034, MARTA must execute its intent to buy out the head lease to terminate the LILO agreements. Management has created a schedule of the various buyout option dates and has coordination activities in place to monitor the execution of these options.

There is no scheduled payment for the remaining LILO arrangement until January 2033.

The following is a schedule by year of the future minimum lease payments under these LILO arrangements as of June 30, 2023.

Fiscal Years		
2033	$	689
2034		8,319
2035		23,416
Present value of net minimum lease payments	$	32,424
Less: current principal maturities		—
Obligations under lease - long term	$	32,424

The liability of these leases changed in 2023 and 2022 as follows:

Outstanding - June 30, 2022	$	30,889
Net change in obligation		1,535
Outstanding - June 30, 2023	$	32,424

Deferred Inflow Related to LILO Lease

From the years ended June 30, 2001 to 2007, MARTA entered into several agreements to lease several of its rail cars; the Avondale Rail Maintenance Facility, the East Rail Line (from Five Points station to Indian Creek station), and the South Rail Line (from Five Points station to Airport station). MARTA then leased these same assets back from the third-party investors as a capital sublease. The effect of the transaction was to transfer the tax benefits of ownership to the investors; in exchange, MARTA received cash consideration equal to the difference between the lease and sublease payments. The total consideration net of expenses as of June 30, 2007 was $105,300. Since that time, a number of these arrangements have been terminated. MARTA is required to maintain the cars and the stations at an operating level over the life of the sublease as specified in the terms of the lease agreements. Because of the ongoing maintenance and renovation expenditures required to meet this operating level, the net proceeds were recorded as unearned and are being amortized over the life of the respective leases (approximately 18.5 years to 32 years) on a straight-line basis.

The deferred tax benefit sold amount is recorded as deferred inflow of resources over the life of the leases. The deferred inflow as of June 30, 2023 is $1,515.

(Dollars in Thousands)

11. LONG TERM LEASES AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (SBITAs) (continued)

MARTA has Subscription-Based Information Technology Arrangements (SBITAs) contracts with various vendors. These contracts provide MARTA with software and cloud service usage.

Upon implementation of GASB 96, MARTA recognized a right-to-use SBITA amount of $9,785, liability of $8,658 and a SBITA pre-paid amount of $1,127. The SBITA liability is initially measured at the present value of payments expected to be paid over the life of the SBITAs using incremental borrowing rates. Subsequently, a SBITA liability is reduced by the principal portion of the SBITA payments. In addition, an outflow of resources for interest on the liability is also recognized. SBITA assets are amortized over the contract term.

In fiscal year 2023, MARTA recognized $5,976, in liability reductions and $106 in interest payments.

Future payments and interest are scheduled to be paid under non-cancellable leases as follows:

Fiscal Years	Principal Payments	Interest Payments	Total
2024	$ 1,659	$ 50	$ 1,709
2025	994	11	1,005
2026	29	1	30
Total	$ 2,682	$ 62	$ 2,744

12. PENSION PLANS

Defined Benefits Pension Plan

Plan Description - MARTA maintains two defined benefit pension plans, one Non-Represented Pension Plan (the “Non-Rep Plan”) and one MARTA/ATU Local 732 Employees Retirement Plan, (the “Union Plan”). All plans are single employer plans.

The Non-Rep Plan covers all non-union employees hired before January 1, 2005 and Transit Police employees hired before January 1, 2015 and transfers from the Union Plan prior to January 1, 2018. The Non-Rep Plan has been subsequently closed to all employees and non-union new hires are covered in a defined contribution plan.

The Union Plan provides pension for all members of Division No. 732 of the Amalgamated Transit Union (ATU) and nonmembers who are represented by the Union for bargaining purposes. Union employees are eligible to participate in the Union Plan upon the completion of 60 days of full-time employment.

12. PENSION PLANS (continued)

The funding methods and determination of benefits for the defined benefit plans were established by the MARTA Act creating such plans and, in general, provide that pension funds are to be accumulated from employee contributions, MARTA contributions, and income from the investment of accumulated funds.

The fiduciary net position, as well as additions to and deductions from the fiduciary net position, of the pension plans have been determined on the same basis as they are reported by the plans. The financial statements of the plans were prepared using the accrual basis of accounting. Member and employer contributions are recognized when due, pursuant to formal commitments and statutory requirements. Benefits and refunds of employee contribution are recognized when due and payable in accordance with the statues governing the plans. Expenses are recognized when the liability is incurred, regardless of when payment is made. Investments are reported at fair value on a trade-date basis. The fiduciary net position of each of the Union and Non-Rep plans are reflected in the measurement of the plans' net pension liability, net pension assets, deferred outflows and inflows of resources related to pension, and pension expense. Both the Union and the Non-Rep Plans measurement dates and fiscal year ends are December 31, 2022.

Each plan is administered by a pension retirement committee. Each plan issues a publicly available financial report that includes financial information for that plan. The reports may be obtained by writing the plans at the addresses below:

Non-Represented Pension Plan
2424 Piedmont Road NE
Atlanta, GA 30324
(404) 848-4143

MARTA/ATU Local 732
Employees Retirement Plan
Administered by:
Zenith American Solutions
100 Crescent Centre Parkway
Tucker, GA 30084
(678) 221-5012

(Dollars in Thousands)

12. PENSION PLANS (continued)

Benefits Provided - The MARTA plans provide the retirement, disability, and death/survivor benefits. The retirement benefits are calculated under a step-rate benefit formula based on final average compensation and multiplied by factors related to length of continuous service. All modifications to the pension plans must be supported by actuarial analysis and receive approval from MARTA's Board of Directors and the pension retirement committees.

Normal retirement under the Union Plan occurs when a participant reaches age 65 with ten years of credit service. For the Non-Rep Plan, the participant must complete five years of credited service and attain age 62. Disability retirement benefits are determined in the same manner as retirement benefits. The continuation of retirement benefits to the participant's designated beneficiary is also provided by both plans. An employee who leaves MARTA may withdraw his or her contributions, plus any accumulated interest.

Plan Membership - Below are the total employees and retirees covered under the Union Plan and the Non-Rep Plan for the plan as:

	December 31, 2022		
	Union Plan	Non-Rep Plan	Combined
Inactive plan members or beneficiaries currently receiving benefits	2,252	1,477	3,729
Inactive plan members entitled to but not yet receiving benefits	417	149	566
Active plan members	2,450	255	2,705
Total	5,119	1,881	7,000

Contributions - MARTA is required to contribute an actuarial determined amount annually to the pension plans. The required contributions amount is determined by an actuary using actuarial methods and assumptions approved by the pension/retirement committee and an additional amount to fund the unfunded accrued liability.

For the year ended June 30, 2023, MARTA contributed $21,451 and plan participants contributed $1,604 to the Non-Rep Plan. For the year ended June 30, 2023, MARTA contributed $10,535 and plan participants contributed $5,713 to the Union Plan.

***Net Pension* Liability (Asset) -** The net pension liability at June 30, 2023 was measured as of December 31, 2022 for both the Union Plan and Non-Rep Plan. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of January 1, 2023 for the Non-Rep Plan and as of January 1, 2022, rolled forward to December 31, 2022 for the Union Plan. The reporting date for both plans is June 30, 2023. At June 30, 2023, MARTA reported a net pension liability of $135,674 for the Non-Rep Plan and net pension liability of $17,678 for the Union Plan.

(Dollars in Thousands)

12. PENSION PLANS (continued)

Actuarial Assumptions - Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. As results are compared to past expectations and new estimates are made about the future, actuarial determinations better reflect current and future conditions. Actuarial calculations consider a long-term perspective. Calculations for June 30, 2023 reflect the substantive plan in effect as of as of year ended December 31, 2022 and the current sharing pattern of costs between employer and employee.

	Union	Non-Rep
Pension (Revenue) Expense	$15,562	$15,917
Actuarial Valuation Date	1/1/22, rolled forward to 12/31/22	1/1/23
Actuarial Cost Method	Entry Age Normal Cost Method	Individual Entry age
Amortization Method	Level Percentage of Pay, Closed	Fixed Dollar, Closed
Remaining Amortization Period	15 Years, Closed	9 years, 15 years
Asset Valuation Method	Market Value	Market Value
Actuarial Assumptions:		
Investment Rate of Return	7.00%	5.50%
Inflation	2.50%	2.50%
Projected Salary Increases:		
Plan Members	4.50%	5.50%
Transit Police	4.50%	5.50%
Cost of Living	None	None
Merit or Seniority	1.00% per year	1.00% per year
Postretirement Benefit Increases	None	None
Mortality Assumption:		
Healthy	RP-2014 Blue Collar Mortality for Healthy Lives with fully generational using 1/2 of Scale MP-2016 set forward by 1 year	RP-2014 Healthy Annuitant Mortality Tables separated by sex, Projection Scale MP-2021, fully generational.
Disabled	RP-2014 Mortality Table for Disabled Lives with fully generational using 1/2 of Scale MP-2016	None. No future mortality improvement was projected.

The assumptions listed above were based on the results of an actuarial experience study for January 1, 2022 for the Union Plan and the five years ending January 1, 2023 for the Non-Rep Plan. Assumptions were updated January 1, 2023.

(Dollars in Thousands)

12. PENSION PLANS (continued)

Changes in Assumptions and Benefit Terms Since the Prior Measurement Date – In the Non-Rep Plan, the inflation rate increased from 2.25% to 2.50%, the projected salary increases increased from 4.50% to 5.50%, and the cost of living was reduced from 3.00% to 0%.

Changes in Assumptions and Benefit Terms Since the Measurement Date – There were no changes in assumptions or benefit terms between the measurement date and June 30, 2023.

Discount Rate - The discount rate used to measure the total pension liability at June 30, 2023 was 7.00% for the Union Plan and 5.50% for the Non-Rep Plan. This is the long-term expected return on pension plan investments. The projection of cash flows assumes employer and plan member contributions will continue at the current rates. The fiduciary net position projects to cover all future benefit payments of current plan members based upon complete closed group cash flow analysis.

Sensitivity of Net Pension Liability to Changes in the Discount Rate - The following presents the net pension liability of the plans at June 30, 2023, calculated using the discount rate of 7.00% for the Union Plan and 5.50% for the Non-Rep Plan, as well as what the individual plans' net pension (asset)/liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease Discount Rate	Current Discount Rate	1% Increase Discount Rate
Union Plan Discount Rate	6.00%	7.00%	8.00%
Plan Net Pension Liability/(Asset)	$79,627	$17,678	$(35,148)
Non-Rep Plan Discount Rate	4.50%	5.50%	6.50%
Plan Net Pension Liability	$195,000	$135,674	$85,000

(Dollars in Thousands)

12. PENSION PLANS (continued)

Long-Term Expected Rate of Return **-** The long-term expected rate of returns on the Union and Non-Rep Plan investments were determined using a building-block method in which best estimate ranges of expected future real rates of return are developed for each major asset class. These ranges were combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the plans' target asset allocation as of June 30, 2023 are:

	Union		Non-Rep	
Asset Class	**Target Allocation**	**Expected Rate of Return**	**Target Allocation**	**Expected Rate of Return**
Domestic Large Cap Equity	20.0%	4.30%	24.00%	4.75%
Domestic Mid Cap Equity	10.0%	4.80%	n/a	n/a
Domestic Small Cap Equity	10.0%	5.40%	9.00%	4.95%
International Equity	25.0%	4.70%	24.00%	4.95%
Domestic Fixed income	30.0%	2.40%	33.00%	1.75%
Real Estate	n/a	n/a	5.00%	3.25%
Alternatives/Convertibles	5.0%	8.90%	5.00%	4.15%

(Dollars in Thousands)

12. PENSION PLANS (continued)

Changes in Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability	**Plan Fiduciary Net Position**	**Net Pension Liability/ (Asset)**
	(a)	(b)	(a) - (b)
UNION PLAN			
Balance 12/31/2021	$ 603,300	$ 716,545	$ (113,245)
Service Cost	15,788	—	15,788
Interest	41,881	—	41,881
Difference Between Expected & Actual Experience	(6,208)	—	(6,208)
Contributions - Employer	—	10,718	(10,718)
Contributions - Employee	—	5,846	(5,846)
Net Investment Income (Loss)	—	(101,792)	101,792
Benefit Payments	(41,706)	(41,706)	—
Administrative Expenses	(586)	(586)	—
Changes in Assumptions	(5,765)	—	(5,765)
Changes in Benefit Terms	—	—	—
Other	—	—	—
Member Buybacks	—	—	—
Net Changes	3,404	(127,520)	130,924
Balance 12/31/2022	$ 606,704	$ 589,026	$ 17,678
NON-REP PLAN			
Balance at 12/31/2021	$ 544,604	$ 505,496	$ 39,108
Service Cost	3,608		3,608
Interest	29,088	—	29,088
Difference Between Expected & Actual Experience	1,500	—	1,500
Contributions - Employer	—	10,508	(10,508)
Contributions - Employee	—	1,608	(1,608)
Net Investment Income (Loss)	—	(73,051)	73,051
Benefit Payments	(39,211)	(39,211)	—
Administrative Expenses	—	(645)	645
Changes in Assumptions	827	—	827
Changes in Benefit Terms	—	—	—
Other	—	1	(1)
Member Buybacks	—	36	(36)
Net Changes	(4,188)	(100,754)	96,566
Balance 12/31/2022	$ 540,416	$ 404,742	$ 135,674

(Dollars in Thousands)

12. PENSION PLANS (continued)

Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension -

For the year ended June 30, 2023, MARTA recognized pension expense of $31,479.

At June 30, 2023, MARTA reported deferred outflows of resources and deferred inflows of resources related to pension from the following sources:

	Deferred Outflows of Resources		
	Union Plan	**Non-Rep Plan**	**Combined**
Net difference between projected and actual earnings on investments	$ 63,669	$ 37,206	$ 100,875
Changes in benefits terms	—	—	—
Difference between expected and actual experience	430	—	430
Changes of assumptions	6,750	—	6,750
Contribution made subsequent to the measurement date	7,093	13,387	20,480
Total	$ 77,942	$ 50,593	$ 128,535

	Deferred Inflows of Resources		
	Union Plan	**Non-Rep Plan**	**Combined**
Net difference between projected and actual earnings on investments	$ —	$ —	$ —
Changes in benefits terms	—	—	—
Difference between expected and actual experience	(5,196)	—	(5,196)
Changes of assumptions	(4,384)	—	(4,384)
Total	$ (9,580)	$ —	$ (9,580)

(Dollars in Thousands)

12. PENSION PLANS (continued)

Deferred outflows of resources of $20,480 related to pensions resulting from contributions made subsequent to the December 31, 2022 measurement date will be recognized as a reduction of the net pension liability in the subsequent future reporting period. Other amounts reported as collective deferred outflows and deferred inflows of resources to be recognized in pension expense as follows:

	Deferred Outflows (Inflows) of Resources		
Year Ending June 30	**Union Plan**	**Non-Rep Plan**	**Combined**
2024	$ 806	$ (2,523)	$ (1,717)
2025	13,537	6,773	20,310
2026	17,215	13,340	30,555
2027	29,711	19,616	49,327
Total	$ 61,269	$ 37,206	$ 98,475

DEFINED CONTRIBUTION PENSION PLAN

Plan Description - MARTA maintains one defined contribution pension plan, the MARTA Non-Represented Defined Contribution Plan and Trust (the "DC Plan"). The DC Plan provides pension for all full-time non-represented employees of MARTA who were hired on or after January 1, 2005, Transit Police hired on or after January 1, 2015, and to those members of the Non-Rep Plan who elected to transfer to this plan. Covered employees were eligible to participate on the first date of employment. The plan provisions and contributions requirements are established and may be amended by the pension retirement committee after approval by resolution of the MARTA Board of Directors. The plan is administered by a pension retirement committee and Nationwide is the trustee. The DC Plan does not issue stand-alone financial statements.

Benefits Provided - The MARTA DC Plan was established to provide retirement, disability, and death/ survivor benefits. Normal retirement under the DC Plan occurs when a participant reaches the age of 65. If the participant terminated on or after his normal retirement date, he will receive 100% of the account. If the participant terminated before his normal retirement date, he shall be entitled to receive the vested percentage of the account based on years of service. Notwithstanding the retirement rules above, the participant's employer contribution account shall become 100% vested and not subject to forfeiture upon the occurrence of any of the following events: when an employee reaches normal retirement age, death, or becomes disabled.

Contributions - For the year ending June 30, 2023, MARTA contributed $5,763 and plan participants contributed $5,656 to the DC Plan.

13. EMPLOYEE BENEFITS

DEFERRED COMPENSATION PLAN

MARTA has adopted a deferred compensation plan in accordance with Section 457 of the Internal Revenue Code (the "457 Plan").

The 457 Plan allows any employee to voluntarily defer receipt of up to 25% of gross compensation, not to exceed $19.5 per year or if age 50 and over, not to exceed $26 per year. All administration costs of the 457 Plan are deducted from the participant's account. The deferred amounts may be distributed to the employee upon retirement or other termination of employment, disability, death, or financial hardship (as defined). The 457 Plan's assets are held and administered by insurance providers. MARTA has no fiduciary relationship with the trust. Accordingly, the 457 Plan assets are not included in MARTA's Statement of Net Position.

OTHER POST EMPLOYMENT BENEFITS (OPEB)

Plan Description - In addition to providing pension benefits, MARTA provides certain health care benefits for retirees who meet retirement requirements, provide an employee share of premiums for health coverage and retired under one of the defined benefits pension plans. The union retiree benefits are collectively bargained. The Non-Represented retiree benefits are not contractually guaranteed. The MARTA OPEB Trust Plan (OPEB Trust or OPEB Plan) is a single-employer plan. The plan is administered by the OPEB Committee. The four MARTA positions that are members of the OPEB Committee are: Chief Financial Officer, Assistant General Manager of Human Resources, Chief Counsel and Controller. There is not a separate GAAP-based audited set of financial statements for the OPEB Plan.

Healthcare benefits are available to normal, early or disability retirees from retirement up to age 65. Spouses are eligible for coverage only while the participant is covered. Eligibility requirements for healthcare coverage for Union participants retiring with a reduced pension is 75 points. Healthcare coverage for Non-Represented participants, including Police Officers, is only available for those hired prior to July 1, 2004, and they must have a least 10 years of service upon retirement.

The fiduciary net position of the OPEB plan is reflected in the measurement of the plan's net OPEB liability, deferred outflows, deferred inflows and OPEB expense. The OPEB Plan actuarial valuation date is June 30, 2021, carried forward to June 30, 2022 and the measurement date is June 30, 2022.

Benefits Provided – OPEB benefits include medical, vision, dental and pharmaceutical coverage along with basic life and critical illness insurances, retiree transit pass and long-term disability benefits for Non-Represented retiree.

Life insurance and retiree transit pass benefits continue for life. Retirees may select from several health plans and pay a portion of the cost of benefits. Critical Illness benefits are provided based on type of health plan.

(Dollars in Thousands)

13. EMPLOYEE BENEFITS (continued)

Plan Membership **-** Below are the total employees and retirees covered under the OPEB Plan for the actuarial plan year ended June 30, 2022:

	Union		Non-Rep		Combined	
	Healthcare	Life Insurance	Healthcare	Life Insurance	Healthcare	Life Insurance
Inactive Plan Members or Beneficiaries	308	2,458	241	1,305	549	3,763
Active Plan Members	2,505	2,550	265	374	2,770	2,924
	2,813	5,008	506	1,679	3,319	6,687

Contributions – The normal annual costs of the plan are funded by employer and retiree contributions that are pay as you go. MARTA maintains a trust for future OPEB funding above the pay as you go. However, no benefits have been paid from the OPEB Trust. MARTA contributed $13.5 million to the OPEB Trust for the fiscal year ending June 30, 2023.

Net OPEB Liability - The liability of employers and contributing entities to employees for post employment benefits other than pensions (other post-employment benefits or OPEB) provided under the MARTA OPEB Plan. It is the difference between the Total OPEB Liability and the Plan Fiduciary Net Position. At June 30, 2022, MARTA reported a net OPEB liability of $88,268.

Discount Rate - The discount rate used to measure the Total OPEB Liability for the Plan Year ending June 30, 2022, is 6.5%. This rate is based on the long-term expected yield rate on current and expected future assets. A separate cash flow projection, if employer contributions will continue at the current rates, shows the OPEB Plan's projected Fiduciary Net Position being greater than the benefit payments projected for each future period assuming this pattern continues. Therefore, the long-term expected rate of return on Plan Investments was applied to all periods of projected benefit payments to determine the Total OPEB Liability.

Actuarial Assumptions - Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. Actuarial calculations consider a long-term perspective. Calculations reflect the substantive plan in effect as of year ending June 30, 2022, and the current sharing pattern of costs between employer and employee. As results are compared to past expectations and new estimates are made about the future, actuarial determinations better reflect current and future conditions.

(Dollars in Thousands)

13. EMPLOYEE BENEFITS (continued)

Changes in Assumptions and Benefit Terms Since the Prior Measurement Date - The inflation rate decreased from 2.50% to 2.25% and the healthcare cost trend rate decreased from 8.50% to 7.25%.

The following assumptions are for the OPEB plan and were based on the results of an actuarial experience study for the period ending June 30, 2022.

Discount Rate:	6.5%
Investment Rate of Return:	6.5%
Inflation Rate:	2.25%
Healthcare Cost Trend:	7.25% for 2022-23 PY and decreases to an ultimate rate of 5.0% by PY 2031-32
Election on Health Care Coverage	100% of eligible active employees will elect coverage and 10% of eligible retirees who previously opted out will elect coverage
Dependents Coverage	Non-spouse dependent coverage was not assumed
New Entrant Assumption	An open group projection has been employed for developing expected liabilities and benefit payouts
Age of Participants with Unrecorded Dates of Birth	Average age of Participants with recorded dates of birth and the same vested status

Healthcare Trend Rates

Year	Trend	Year	Trend
2022-23	7.25%	2028-29	5.75%
2023-24	7.00%	2029-30	5.50%
2024-25	6.75%	2030-31	5.25%
2025-26	6.50%	2031 and after	5.00%
2026-27	6.25%		
2027-28	6.00%		

Health Care Age Based Cost Adjustment

Age	Claims Graduation
Less than 55	3.3%
55 - 59	3.6%
60 - 64	4.2%

Long Term Disability	75% of qualifying participants will be permanently disable and 25% will experience 4 years of disability.
Retiree Transit Pass Election Rate	40% of retirees will apply for the Retiree Pass
Retiree Transit Pass Usage	3 rides per month with 80% usage

(Dollars in Thousands)

13. EMPLOYEE BENEFITS (continued)

UNION PLAN

Mortality Rates

Pre- and Post-Retirement:	RP-2014 Blue Collar Mortality Table with fully generational projection using ½ of Scale MP-2016 set forward by 1 year
Post-Disablement:	RP-2014 Disabled Mortality Table with fully generational projection using ½ of Scale MP-2016
Salary Scale:	4.5% compounded annually

Withdrawal Rates - Sample Rates as Shown

	Service		
Age	< 2 Years	2 - 4 Years	4 + Years
20	16.19%	10.86%	0.00%
30	16.75%	10.39%	6.42%
40	14.32%	7.92%	4.60%
50	14.04%	6.81%	4.07%
60	12.27%	6.00%	1.62%

Retirement Ages - Rates as shown

Age	Rate
52-54	4%
55-59	6%
60	10%
61-64	20%
65	100%

Healthcare Claims Cost

Age	Cost
50	$996
55	$1,171
60	$1,406
64	$1,657

(Dollars in Thousands)

13. EMPLOYEE BENEFITS (continued)

NON-REPRESENTED PLAN

Mortality Rates

Pre- and Post-Retirement:	RP-2014 Employee and Healthy Annuitant Mortality Tables, separate by sex, Projection Scale MP-2019 from 2007, Fully Generational
Post-Disablement:	RP-2014 Disabled Annuitant Mortality Tables, separate by sex, Projection Scale MP-2019 from 2007, Fully Generational
Salary Scale:	3.5% compounded annually for Police, 3.0% for all others

Withdrawal Ages - Sample Rates as Shown

		Transit Police	
Age	Non-Police	Under 5 YOS	5 YOS or more
30	9.26%	16.7%	7.4%
35	6.14%	11.1%	4.9%
40	3.38%	7.9%	2.7%
45	2.63%	6.1%	2.1%

Retirement Ages - Rates as Shown

	Rate	
Age	Non-Police	Police
40-49	5%	
50	10%	30%
51-54	10%	20%
55	12%	50%
56-61	20%	20%
62	60%	100%
63-64	30%	
65	40%	
66	100%	

Healthcare Claims Cost (Monthly)

Age	Cost
50	$1,027
55	$1,207
60	$1,449
64	$1,709

(Dollars in Thousands)

13. EMPLOYEE BENEFITS (continued)

Sensitivity of Net OPEB Liability to Changes in the Discount Rate - The following presents the net OPEB liability of the plan, calculated using the discount rate of 6.5%, as well as what the individual plans' net OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease 5.5%	Current Discount Rate 6.5%	1% Increase 7.5%
Total OPEB Liability (TOL)	$ 200,251	$ 187,098	$ 175,251
Plan Fiduciary Net Position	98,830	98,830	98,830
Plan Net OPEB Liability	$ 101,421	$ 88,268	$ 76,421
Plan Fiduciary Net Position as a Percentage of the TOL	49.4%	52.8%	56.4%

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rates- The following presents the net OPEB liability of the Plan, calculated assuming the current healthcare cost trend rates is 1-percentage-pointlower (6.25% decreasing to 4.0%) or 1-percentage-point higher (8.25% decreasing to 6.0%) than the current rate:

	1% Decrease 6.25% decreasing to 4.0%	Current Healthcare Cost Trend Rates 7.25% decreasing to 5.0%	1% Increase 8.25% decreasing to 6.0%
Total OPEB Liability (TOL)	$ 174,850	$ 187,098	$ 200,932
Plan Fiduciary Net Position	98,830	98,830	98,830
Plan Net OPEB Liability	$ 76,020	$ 88,268	$ 102,102
Plan Fiduciary Net Position as a Percentage of the TOL	56.5%	52.8%	49.2%

(Dollars in Thousands)

13. EMPLOYEE BENEFITS (continued)

Long-Term Expected Rate of Return – The building-block method determines the long-term expected rate of return on OPEB plan investments. The method weights best estimate of expected future real rates of return for each major asset class. Multiplying the weights by the target asset allocation percentage and adding expected inflation produces the long-term expected rate of return. The discount rate used to measure the total OPEB liability was 6.5%. Best estimates of arithmetic real rates of return for each major asset class included in the plans' target asset allocation as of June 30, 2022, are:

Asset Class	Target Allocation Percentage	Long-term Expected Real Rate of Return
Domestic Equity - Large Cap	37%	4.25%
Domestic Equity - Small/Mid Cap	8%	4.45%
International Equity	30%	4.55%
Domestic Fixed income	25%	-0.50%
	100%	

(Dollars in Thousands)

13. EMPLOYEE BENEFITS (continued)

Changes in Net OPEB Liability

	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
Balances at June 30, 2021	$ 182,547	$ 114,900	$ 67,647
Changes for the year:			
Service Cost	6,900	—	6,900
Interest on TOL, Service Cost and Benefit Payments	12,313	—	12,313
Difference between Expected and Actual Experience	(3,201)	—	(3,201)
Employer Contributions	—	13,461	(13,461)
Active Employee Contributions *	—	—	—
Net Investment Income	—	(18,070)	18,070
Benefit Payments	(11,461)	(11,461)	—
Administrative Expenses	—	—	—
Changes in Plan Assumptions	—	—	—
Changes in Plan Benefits	—	—	—
Other Changes	—	—	—
Net Changes	4,551	(16,070)	20,621
Balances at June 30, 2022	$ 187,098	$ 98,830	$ 88,268

*Active employees do not contribute to the OPEB plan.

(Dollars in Thousands)

13. EMPLOYEE BENEFITS (continued)

OPEB Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB –

For the year ended June 30, 2022, MARTA recognized OPEB expense of $2,121.

At June 30, 2023, MARTA reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Balance of Deferred Outflows and Inflows Due to:		
Difference between expected and actual experience	$ —	$ (13,808)
Net difference between projected and actual earnings on investments	11,744	—
Changes of assumptions	153	(4,726)
Employer contribution subsequent to the measure date	10,659	—
Total	$ 22,556	$ (18,534)

Deferred outflows of resources of $10,659 related to OPEB resulting from contributions made subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the subsequent future reporting period. Other amounts reported as collective deferred outflows and deferred inflows of resources to be recognized in OPEB expense as follows:

Year Ending June 30:	Deferred Outflows (Inflows) of Resources
2023	(6,407)
2024	(5,396)
2025	228
2026	4,938
Total	(6,637)

Changes in Assumptions and Benefit Terms Since the Measurement Date – There were no changes in assumptions or benefit terms between the measurement date and June 30, 2023.

(Dollars in Thousands)

13. EMPLOYEE BENEFITS (continued)

Detailed information about the OPEB Plan fiduciary net position is listed below:

Investments	Valuation Measurement Method		2022
US Equities	Fair Value - Level 1	$	57,146
International Equities	Fair Value - Level 1		26,708
Domestic Bonds	Fair Value - Level 2		12,660
Short-Term Investments	Fair Value - Level 1		2,350
Total Assets			98,864
Liabilities			34
Net Asset Available for Benefits		$	98,830
Annual Money-Weighted Rate of Return			**-15.70%**

Concentration of Credit Risk - The risk of loss that may be attributed to the magnitude of a government's investment in a single issuer. The OPEB Plan Investment Policy establishes a long-term strategic asset allocation that mitigates overall expected portfolio risk (volatility) and maximizes expected return. The plan does not limit the percentage of involvement in any single issuer.

Custodial Credit Risk - For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the OPEB Plan will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. Of the OPEB Plan's investments at June 30, 2022, all the securities are held by a trustee and are in the name of the OPEB Plan.

Foreign Currency Risk - The risk that changes in exchange rates will adversely impact the fair value of an investment. The OPEB Plan holds $26,708 of investments that are exposed to this risk.

Interest Rate Risk - Is the risk that changes in interest rates will adversely affect the fair value of an investment. OPEB Trust adopted a long-term investment horizon such that the chances and duration of investment losses are carefully weighed against the long-term potential for appreciation of assets. The plan currently maintains the interest rate risk and consistent with its long-term investment horizon.

Credit Risk - Investments are subject to credit risk, which is the chance that an issuer will fail to pay principal or interest in a timely manner, or that negative perceptions of the issuer's ability to make these payments will cause price to decline. The tables above summarize the fair value of investments that are included in the restricted and unrestricted cash and investments and the related credit ratings. OPEB Plan maintains policies to manage credit risks, which include requiring minimum credit ratings issued by nationally recognized statistical rating organizations and maintaining diversified investments using target asset allocation ranges encompassing a long-term perspective.

(Dollars in Thousands)

14. FIDUCIARY - OTHER POST EMPLOYMENT BENEFITS(OPEB)

	Other Post Employment Benefits
ASSETS	
Investments at Fair Value:	
Equities	$ 96,452
Fixed Income	12,631
Short- term Investments	4,191
Total Investments	113,274
Total Assets	$ 113,274
LIABILITIES	
Due to Brokers	$ 78
Total Liabilities	78
NET POSITION	
Restricted for:	
Post Employment Benefits other than Pensions	113,196
Total Net Position	113,196
Total Liabilities and Net Position	$ 113,274

(Dollars in Thousands)

14. FIDUCIARY - OTHER POST EMPLOYMENT BENEFITS(OPEB) (continued)

	Other Post Employment Benefits
ADDITIONS	
Contributions:	
Employee	$ 1,607
Employer	10,659
Total Contributions	12,266
Investment Income	
Interest and Dividends	1,974
Net Increase (Decrease) in Fair Value of Investments	10,566
Total Investment Earnings (Loss)	12,540
Less Investment Costs	
Investment Activity Costs	174
Net Investment Earnings (Loss)	12,366
Total Additions	24,632
DEDUCTIONS	
Medical, Dental, and Life Insurance for Retirees	10,266
Total Deductions	10,266
Net increase (decrease) in Fiduciary Net Position	14,366
NET POSITION RESTRICTED	
Net Position, July 1	98,830
Net Position, June 30	$ 113,196

(Dollars in Thousands)

15. RISK MANAGEMENT

MARTA is exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets; errors or omissions; injuries to employees; or acts of God. MARTA is self-insured for workers' compensation claims up to $2,500 per occurrence; automobile liability claims, and public liability and property damage claims up to $10,000 per occurrence. MARTA carries excess insurance coverage for amounts exceeding the self-insured retentions. For property insurance the limits over the self-insured retention of $ 5,000 are $ 350,000 and for casualty insurance, the limits over the self-insured retention are $150,000.

There have been no significant reductions in insurance coverage during the year ended June 30, 2023 and the amount of claims settlements did not exceed insurance coverage in any of the past three years.

The changes in the liabilities for self-insurance for the year ended June 30, 2023 were as follows:

	Workers' Compensation	Public Liability and Property	Total
Balance, June 30, 2021	$ 27,497	$ 37,412	$ 64,909
Incurred claims, net of any changes in estimates	9,886	8,425	18,311
Payments	(10,565)	(19,163)	(29,728)
Balance, June 30, 2022	26,818	26,674	53,492
Incurred claims, net of any changes in estimates	8,301	28,200	36,501
Payments	(10,613)	(20,536)	(31,149)
Balance, June 30, 2023	$ 24,506	$ 34,338	$ 58,844
Due within one year	$ 10,541	$ 10,164	$ 20,705

Liabilities are reported when it is probable that a loss has occurred, and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported and incremental claims adjustment expenses.

Claim liabilities are calculated considering the effects of inflation, recent claim settlement trends including frequency and amount of payouts, and other economic and social factors.

MARTA also provides employee health insurance which includes medical, vision, pharmacy drugs, dental, critical illness, and life insurance. All the medical plans have both specific and aggregate stop loss insurance coverage.

16. COMMITMENTS AND CONTINGENCIES

Commitments - MARTA's long-range plan provides for the planning, construction, financing, and operation of a rapid transit system in multiple phases, consisting of approximately 60 miles of double track and 45 stations, of which 47.6 miles and 38 stations were in service June 30, 2023. At June 30, 2023, MARTA was committed to future capital expenditures for various other projects including expansion efforts.

The FTA has provided most of the funds required to construct Phase A (13.7 miles) and Phase B (9.7 miles) of the system with four grants totaling approximately $1,232,400 in federal funds. Additionally, FTA has provided $290,318 in federal funds for Phase C (10.6 miles), $133,400 for Phase D (10.3 miles), and $370,189 for Phase E (3.0 miles). The remaining costs of the system has been financed through sales and use tax revenues, Sales Tax Revenue Bonds, and investment income.

FTA has also authorized other grant funds for the construction of a bus rapid transit (BRT) system, bus transit facilities, buses, replacement and rehabilitation of transit operating equipment, development work for construction support techniques, upgrading the fire protection system, renovation of the track system, and other purposes not directly related to the rail construction program.

MARTA plans to fund its committed projects through the unencumbered capital portion of its sales tax, future new bond proceeds, issuance of short-term variable rate debt, and federal and state capital grants.

Federal funding may vary per awarding agency and award type. However, most current grant awards are shared with 80% federal funding and a 20% local match.

MARTA also has lease and interest revenue and capital reserves available to supplement its needs.

Contingencies - MARTA is a defendant in several lawsuits relating to alleged personal injuries and alleged damages to property and business as a result of its operations. Claims have also been filed with MARTA that relate to disputes between MARTA and various contractors under contracts that MARTA had entered prior to FY2023. Claims that are measurable and probable have been reflected in the financial statements.

In addition, FTA periodically audits costs relating to the federal grants. Any costs that are ultimately determined to be non-allowable under the provisions of a federal capital grant will require funding from local funds. The outcome of the above matters is not presently determinable; however, management believes the ultimate resolution of these matters will not materially affect the financial statements of MARTA.

Business Disruption - In March 2020, the World Health Organization declared the coronavirus (COVID-19) outbreak to be a global pandemic. COVID-19 has impacted economic activity, financial markets globally and locally and has resulted in a decrease in passenger fare revenue for the Authority for fiscal years 2020 – 2023.

Since the onset of the pandemic, both bus and rail ridership are down significantly. However, Sales Tax revenue has increased, and expenses are in line with normal year-over-year growth. To help mitigate the impact of the disruption in operations, MARTA carefully managed the COVID Relief funding received and has created comprehensive health and safety guidelines.

The extent to which COVID-19 impacts MARTA will depend on future developments, which are still highly uncertain and cannot be predicted. For the year ending June 30, 2023, MARTA experienced slightly higher ridership than budgeted but remains approximately 42% below pre-pandemic levels.

17. POLLUTION REMEDIATION OBLIGATION

GASB Statement No.49, Accounting and Financial Reporting for Pollution Remediation Obligations, details the circumstances under which the estimated liability for remediation of the detrimental effects of existing pollution should be recorded in the financial statements.

MARTA has one active remediation system at one bus maintenance facility (Hamilton Boulevard). In the 1990's there were multiple releases from underground storage tank systems at the site. MARTA is currently using a dual phase extraction (DPE) system to treat groundwater and soil vapor, as required by the Georgia Environmental Protection Division (EDP). System operation, monitoring, maintenance, and sampling requirements cost around $480 per year.

MARTA estimates that $1,728 is its obligation to remediate the sites at the bus and maintenance facilities as of June 30, 2023 which is included in other current liabilities on the Statement of Net Position.

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Required Supplementary Information
Schedule of Changes in the Net Pension Liability and Related Ratios
Year Ended June 30, 2023
(Dollars in Thousands)

UNION

Total Pension Liability:	**2022**	**2021**	**2020**	**2019**	**2018**
Service Cost	$ 15,788	$ 15,528	$ 14,793	$ 13,319	$ 13,036
Interest	41,881	40,016	40,154	39,340	38,706
Change in Benefit Terms	—	—	—	—	—
Difference between Expected and Actual Experience	(6,208)	(951)	1,657	(4,694)	(10,361)
Change in Assumptions	(5,765)	13,517	—	—	5,898
Benefit Payments	(41,706)	(40,572)	(37,334)	(37,933)	(38,499)
Administrative Expense	(586)	(611)	(566)	(596)	(589)
Net Change in Total Pension Liability	$ 3,404	$ 26,927	$ 18,704	$ 9,436	$ 8,191
Total Pension Liability					
Beginning of the Year	603,300	576,373	557,669	548,233	540,042
Net Increase (Decrease)	3,404	26,927	18,704	9,436	8,191
Total Pension Liability End of the Year	$ 606,704	$603,300	$576,373	$557,669	$548,233
Plan Fiduciary Net Position:					
Employee Contributions	$ 5,846	$ 6,010	$ 5,837	$ 5,699	$ 5,137
Employer Contributions	10,718	11,018	10,674	10,404	9,129
Members Buybacks	—	—	—	—	—
Net Investment Income (Loss)	(101,792)	98,286	76,214	101,948	(26,423)
Benefits Payments	(41,706)	(40,572)	(37,334)	(37,933)	(38,499)
Administrative Expense	(586)	(611)	(566)	(596)	(589)
Other	—	—	—	—	—
Net Change in Plan Fiduciary Net Position	$(127,520)	$ 74,131	$ 54,825	$ 79,521	$(51,245)
Total Fiduciary Net Position					
Beginning of the Year	716,545	645,680	590,855	511,334	562,578
Net Increase (Decrease)	(127,520)	74,131	54,825	79,521	(51,245)
Total Plan Fiduciary Net Position End of the Year	$ 589,025	$719,812	$645,680	$590,855	$511,334
Plan's Net Position Liability/(Asset)	$ 17,678	$(116,512)	$(69,307)	$(33,186)	$ 36,899
Plan Fiduciary Net Position as % of TPL	97.1%	119.3%	112.0%	106.0%	93.3%
Covered Payroll	132,490	136,197	131,937	128,600	112,843
Plan's NPL as % of Covered Payroll	13.3%	-85.6%	-52.5%	-25.8%	32.7%

* The years in the column headers represent the measurement period ending December 31.

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Required Supplementary Information
Schedule of Changes in the Net Pension Liability and Related Ratios
Year Ended June 30, 2023
(Dollars in Thousands)

UNION

Total Pension Liability:	**2017**	**2016**	**2015**	**2014**	**2013**
Service Cost	$12,199	$11,677	$11,476	$11,099	$11,004
Interest	37,614	38,448	35,684	35,109	34,672
Change in Benefit Terms	—	(1,180)	323	—	—
Difference between Expected and Actual Experience	2,670	(4,055)	(1,763)	(2,287)	(5,092)
Change in Assumptions	1,051	—	29,188	—	—
Benefit Payments	(38,807)	(38,031)	(36,727)	(35,123)	(33,491)
Administrative Expense	(705)	(928)	(851)	(588)	(553)
Net Change in Total Pension Liability	$14,022	$ 5,931	$37,330	$ 8,210	$ 6,540
Total Pension Liability					
Beginning of the Year	526,020	520,089	482,759	474,549	468,009
Net Increase (Decrease)	14,022	5,931	37,330	8,210	6,540
Total Pension Liability End of the Year	$540,042	$526,020	$520,089	$482,759	$474,549
Plan Fiduciary Net Position:					
Employee Contributions	$ 4,947	$ 4,828	$ 4,719	$ 4,392	$ 4,812
Employer Contributions	9,041	8,807	8,630	8,077	8,839
Members Buybacks	—	—	—	—	—
Net Investment Income	68,793	41,493	(7,547)	31,954	84,100
Benefits Payments	(38,807)	(38,031)	(36,727)	(35,123)	(33,491)
Administrative Expense	(705)	(928)	(851)	(588)	(553)
Other	—	—	—	—	—
Net Change in Plan Fiduciary Net Position	$43,269	$16,169	$(31,776)	$ 8,713	$63,707
Total Fiduciary Net Position					
Beginning of the Year	519,309	503,140	535,836	526,203	462,497
Net Increase (Decrease)	43,269	16,169	(32,696)	8,713	63,706
Total Plan Fiduciary Net Position End of the Year	$562,578	$519,309	$503,140	$534,916	$526,203
Plan's Net Position Liability (NPL)	$(22,536)	$ 6,712	$16,948	$(52,157)	$(51,654)
Plan Fiduciary Net Position as % of TPL	104.2%	98.7%	96.7%	110.8%	110.9%
Covered Payroll	111,751	108,865	106,678	99,587	109,119
Plan's NPL as % of Covered Payroll	-20.2%	6.2%	15.9%	-52.4%	-47.3%

* The years in the column headers represent the measurement period ending December 31.
** This is a 10-year schedule information. Information for additional years will be displayed as it becomes available.

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Required Supplementary Information
Schedule of Changes in the Net Pension Liability and Related Ratios
Year Ended June 30, 2023
(Dollars in Thousands)

NON-REP

Total Pension Liability:	**2022**	**2021**	**2020**	**2019**	**2018**
Service Cost	$ 3,608	$ 3,708	$ 4,240	$ 4,471	$ 5,136
Interest	29,088	28,706	28,372	28,832	29,002
Change in Benefit Terms	—	10,400	—	—	1,000
Difference between Expected and Actual Experience	1,500	2,000	(2,105)	2,785	(118)
Change in Assumptions	827	—	12,234	36,094	—
Benefit Payments	(39,211)	(36,377)	(35,903)	(37,291)	(37,643)
Administrative Expense	—	—	—	—	—
Net Change in Total Pension Liability	$(4,188)	$ 8,437	$ 6,838	$34,891	$(2,623)
Total Pension Liability					
Beginning of the Year	544,604	536,167	529,329	494,438	497,061
Net Increase (Decrease)	(4,188)	8,437	6,838	34,891	(2,622)
Total Pension Liability End of the Year	$540,416	$544,604	$536,167	$529,329	$494,438
Plan Fiduciary Net Position:					
Employee Contributions	$ 1,608	$ 1,708	$ 1,990	$ 2,250	$ 2,424
Employer Contributions	10,508	15,629	15,146	19,493	19,434
Members Buybacks	36	88	17	29	20
Net Investment Income (Loss)	(73,051)	56,215	55,668	68,425	(22,247)
Benefits Payments	(39,211)	(36,377)	(35,903)	(37,291)	(37,643)
Administrative Expense	(644)	(266)	(378)	(361)	(263)
Other	1	1	—	1	9
Net Change in Plan Fiduciary Net Position	(100,753)	$36,996	$36,540	$52,546	$(38,265)
Total Fiduciary Net Position					
Beginning of the Year	505,496	468,500	431,960	379,414	417,679
Net Increase (Decrease)	(100,753)	36,996	36,540	52,546	(38,265)
Total Plan Fiduciary Net Position End of the Year	$404,743	$505,496	$468,500	$431,960	$379,414
Plan's Net Position Liability (NPL)	$135,674	$39,108	$67,667	$97,369	$115,024
Plan Fiduciary Net Position as % of TPL	74.9%	92.8%	87.4%	81.6%	76.7%
Covered Payroll	21,066	22,563	25,303	28,998	31,145
Plan's NPL as % of Covered Payroll	644.0%	173.3%	267.4%	335.8%	369.3%

* The years in the column headers represent the measurement period ending December 31.

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Required Supplementary Information
Schedule of Changes in the Net Pension Liability and Related Ratios
Year Ended June 30, 2023
(Dollars in Thousands)

NON-REP

Total Pension Liability:	**2017**	**2016**	**2015**	**2014**	**2013**
Service Cost	$ 4,747				
Interest	30,292	5,656	6,051	5,602	5,994
Change in Benefit Terms	2,800	32,430	31,569	31,475	30,517
Difference between Expected and Actual Experience	4,409	(37,000)	—	—	—
Change in Assumptions	26,064	1,987	9,181	4,158	(1,032)
Benefit Payments	(36,647)	15,000	—	15,914	10,648
Administrative Expense	—	(33,470)	(34,383)	(34,023)	(31,084)
Net Change in Total Pension Liability	$ 31,665	$(15,397)	$ 12,418	$ 23,126	$ 15,043
Total Pension Liability					
Beginning of the Year	465,396	480,793	468,375	445,249	430,206
Net Increase (Decrease)	31,665	(15,397)	12,418	23,126	15,043
Total Pension Liability End of the Year	$497,061	$465,396	$480,793	$468,375	$445,249
Plan Fiduciary Net Position:					
Employee Contributions	$ 2,533	$ 2,626	$ 2,818	$ 2,902	$ 3,389
Employer Contributions	13,540	26,339	20,114	20,623	21,619
Members Buybacks	48	55	82	44	90
Net Investment Income	63,383	22,568	(2,994)	19,772	66,798
Benefits Payments	(36,647)	(33,470)	(34,383)	(34,023)	(31,084)
Administrative Expense	(275)	(231)	(245)	(227)	(351)
Other	1	133	9	10	341
Net Change in Plan Fiduciary Net Position	$ 42,583	$ 18,020	$(14,598)	$ 9,102	$ 60,801
Total Fiduciary Net Position					
Beginning of the Year	375,096	357,076	371,675	362,573	301,771
Net Increase (Decrease)	42,583	18,020	(14,598)	9,102	60,802
Total Plan Fiduciary Net Position End of the Year	$417,679	$375,096	$357,076	$371,675	$362,573
Plan's Net Position Liability (NPL)	$79,382	$90,300	$123,717	$96,701	$82,676
Plan Fiduciary Net Position as % of TPL	84.0%	80.6%	74.3%	79.4%	81.4%
Covered Payroll	34,571	38,966	42,301	45,099	45,668
Plan's NPL as % of Covered Payroll	229.6%	231.7%	292.5%	214.4%	181.0%

* The years in the column headers represent the measurement period ending December 31.

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Required Supplementary Information
Schedule of Changes in the Net Pension Liability and Related Ratios
Year Ended June 30, 2023
(Dollars in Thousands)

UNION

	2023	2022	2021
Actuarial Assumptions:			
Investment Rate of Return	7.00%	7.00%	7.25%
Inflation	2.50%	2.50%	2.50%
Projected Salary Increases:			
Cost of Living	None	None	None
Merit or Seniority	1.00% per year	1.00% per year	1.00% per year
Mortality Assumptions:			
Healthy	RP-2014 Blue Collar Mortality for Healthy Lives with fully generational using 1/2 of Scale MP-2016 set forward by 1 year	RP-2014 Mortality for Healthy Lives with fully generational using 1/2 of Scale MP-2016 set forward by 1 year	RP-2014 Mortality for Healthy Lives with fully generational using 1/2 of Scale MP-2016 set forward by 1 year
Disabled	RP-2014 Mortality for Disabled Lives with fully generational using 1/2 of Scale MP-2016	RP-2014 Mortality for Disabled Lives with fully generational using 1/2 of Scale MP-2016	RP-2014 Mortality for Disabled Lives with fully generational using 1/2 of Scale MP-2016

NON-REP

	2023	2022	2021
Actuarial Assumptions:			
Investment Rate of Return	5.50%	5.50%	5.50%
Inflation	2.50%	2.25%	2.00%
Mortality Assumptions:			
Healthy	RP-2014 Mortality for Healthy Annuitant Mortality Tables separated by sex, Projection Scale MP-2021, fully generational	RP-2014 Mortality for Healthy Annuitant Mortality Tables separated by sex, Projection Scale MP-2019, fully generational	RP-2014 Mortality for Healthy Annuitant Mortality Tables separated by sex, Projection Scale MP-2019, fully generational
Disabled	None. No future mortality improvement was projected	None. No future mortality improvement was projected	None. No future mortality improvement was projected

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Required Supplementary Information
Schedule of Changes in the Net Pension Liability and Related Ratios
Year Ended June 30, 2023
(Dollars in Thousands)

UNION

	2020	2019	2018
Actuarial Assumptions:			
Investment Rate of Return	7.25%	7.25%	7.25%
Inflation	2.50%	2.50%	2.10%
Projected Salary Increases:			
Cost of Living	None	None	None
Merit or Seniority	1.00% per year	1.00% per year	1.00% per year
Mortality Assumptions:			
Healthy	RP-2014 Mortality for Healthy Lives with fully generational using 1/2 of Scale MP-2016 set forward by 1 year	RP-2014 Mortality for Healthy Lives with fully generational using 1/2 of Scale MP 2016 set forward by 1 year	RP-2000 Combined Health Mortality Tables separated by Sex, Project Scale BB to valuation date.
Disabled	RP-2014 Mortality for Disabled Lives with fully generational using 1/2 of Scale MP-2016	RP-2014 Mortality for Disabled Lives with fully generational using 1/2 of Scale MP-2016	RP-2014 Blue Collar Mortality Table using 1/2 of Scale MP-2016

NON-REP

	2020	2019	2018
Actuarial Assumptions:			
Investment Rate of Return	5.50%	6.00%	6.00%
Inflation	2.25%	2.50%	2.50%
Mortality Assumptions:			
Healthy	RP-2014 Employee and Healthy Annuitant Mortality Tables separated by sex, Projection Scale MP-2019, fully generational.	RP-2014 Employee and Healthy Annuitant Mortality Tables separated by sex, Projection Scale MP-2016, fully generational.	RP-2000 Combined Health Mortality Tables separated by Sex, Project Scale BB to valuation date.
Disabled	None. No future mortality improvement was projected	RP-2014 Employee and Healthy Annuitant Mortality Tables separated by Sex, Projection Scale BB to valuation date.	RP-2014 Employee and Healthy Annuitant Mortality Tables separated by Sex, Projection Scale BB to valuation date.

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Required Supplementary Information
Schedule of Changes in the Net Pension Liability and Related Ratios
Year Ended June 30, 2023
(Dollars in Thousands)

UNION

	2017	2016
Actuarial Assumptions:		
Investment Rate of Return	7.50%	7.50%
Inflation	2.80%	2.80%
Projected Salary Increases:		
Cost of Living	3.00%	3.00%
Merit or Seniority	1.00% per year	1.00% per year
Mortality Assumptions:		
Healthy	RP-2014 Mortality Blue Collar Mortality Table using 1/2 of Scale MP-2014	RP-2014 Mortality Blue Collar Mortality Table using 1/2 of Scale MP-2014
Disabled	RP-2014 Blue Collar Mortality Table using 1/2 of Scale MP-2014	RP-2014 Blue Collar Mortality Table using 1/2 of Scale MP-2014

NON-REP

	2017	2016
Actuarial Assumptions:		
Investment Rate of Return	6.70%	6.90%
Inflation	2.50%	2.50%
Mortality Assumptions:		
Healthy	RP-2000 Combined Health Mortality Tables separated by sex, Project Scale BB to valuation date.	RP-2000 Combined Health Mortality Tables separated by sex, Project Scale BB to valuation date .
Disabled	RP-2000 Combined Health Mortality Tables separated by sex, Project Scale BB to valuation date.	None. No future mortality improvement was projected

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Required Supplementary Information
Schedule of Employer Contributions - Pension
Year Ended June 30, 2023
(Dollars in Thousands)

UNION

FISCAL YEAR ENDED JUNE 30	2023	2022	2021	2020	2019
Contributions					
Actuarially Determined Contribution	$ 10,535	$ 9,853	$ 11,189	$ 10,257	$ 9,812
Actual Employer Contributions	10,535	9,853	11,489	10,257	9,812
Contribution Deficiency (Excess)	—	—	(300)	—	—
Covered Payroll	$130,225	$121,793	$138,306	$126,792	$121,284
Actual Contributions as % of Covered Payroll	8.09%	8.09%	8.31%	8.09%	8.09%

NON-REP

FISCAL YEAR ENDED JUNE 30	2023	2022	2021	2020	2019
Contributions					
Actuarially Determined Contribution	$ 12,626	$ 9,147	$ 12,853	$ 15,741	$ 14,664
Actual Employer Contributions	21,451	11,266	17,967	16,899	17,647
Contribution Deficiency (Excess)	(8,825)	(2,119)	(5,114)	(1,158)	(2,983)
Covered Payroll	$ 21,350	$ 22,339	$ 25,124	$ 28,673	$ 31,425
Actual Contributions as % of Covered Payroll	100.47%	50.43%	71.51%	58.94%	56.16%

*Based on a blend of the overlapping Calendar Year results. The 6/30/2017 through 6/30/2023 results are based on the unaudited cash statements for the preceding 12 months and the applicable contribution rate.

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Required Supplementary Information
Schedule of Employer Contributions - Pension
Year Ended June 30, 2023
(Dollars in Thousands)

UNION

FISCAL YEAR ENDED JUNE 30	**2018**	**2017**	**2016**	**2015**	**2014**
Contributions					
Actuarially Determined Contribution	$9,278	$ 8,924	$ 8,719	$ 8,729	$ 7,510
Actual Employer Contributions	9,278	8,924	8,719	8,354	8,458
Contribution Deficiency (Excess)	—	—	—	375	(948)
Covered Payroll	$114,680	$110,308	$107,772	$103,133	$104,353
Actual Contributions as % of Covered Payroll	8.09%	8.09%	8.09%	8.10%	8.11%

NON-REP

FISCAL YEAR ENDED JUNE 30	**2018**	**2017**	**2016**	**2015**	**2014**
Contributions					
Actuarially Determined Contribution	$13,181	$19,787	$23,211	$18,296	$18,646
Actual Employer Contributions	17,158	24,346	19,787	20,369	21,121
Contribution Deficiency (Excess)	$(3,977)	(4,559)	3,424	(2,073)	(2,475)
Covered Payroll	$ 34,157	$ 38,231	$ 43,402	$ 43,700	$ 45,384
Actual Contributions as % of Covered Payroll	50.23%	63.68%	45.59%	46.61%	46.54%

*Based on a blend of the overlapping Calendar Year results. The 6/30/2017 through 6/30/2023 results are based on the unaudited cash statements for the preceding 12 months and the applicable contribution rate.

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Required Supplementary Information
Schedule of Changes in Net OPEB Liability and Related Ratios
Year Ended June 30, 2023
(Dollars in Thousands)

	2022	2021	2020	2019	2018	2017
Total OPEB Liability:						
Service Cost (BOY)	$ 6,900	$ 7,005	$ 7,150	$ 6,915	$ 6,751	$ 6,521
Interest	12,313	14,532	14,137	14,396	14,133	15,259
Change in Benefit Terms	—	—	—	5,114	—	—
Difference between Expected and Actual Experience	(3,201)	(18,372)	(3,975)	(19,310)	(265)	(7,362)
Change in Assumptions	—	(9,211)	—	3,956	—	(15,402)
Benefit Payments	(11,461)	(11,997)	(11,526)	(15,009)	(17,020)	15,335
Administrative Expense	—	—	—	—	—	
Net Change in Total OPEB Liability	$ 4,551	$ (18,043)	$ 5,786	$ (3,938)	$ 3,599	$ (16,319)
Total OPEB Liability						
Beginning of the Year	182,547	200,589	194,803	198,741	195,143	211,461
Net Increase (Decrease)	4,551	(18,043)	5,786	(3,938)	3,599	(16,319)
End of the Year	$ 187,098	$ 182,546	$ 200,589	$ 194,803	$ 198,741	$195,142
Plan Fiduciary Net Position:						
Employer Contributions	$ 13,461	$ 14,997	$ 14,526	$ 18,009	$ 20,020	$ 20,772
Active Employee Contributions *	—	—	—	—	—	—
Net Investment Income	(18,070)	23,212	2,632	4,103	5,265	6,867
Benefit Payments	(11,461)	(11,997)	(11,526)	(15,009)	(17,020)	(15,335)
Administrative Expense	—	—	—	—	—	
Net Change in Plan Fiduciary Net Position	$ (16,070)	$ 26,212	$ 5,632	$ 7,103	$ 8,265	$ 12,304
Total Fiduciary Net Position						
Beginning of the Year	114,900	88,688	83,056	75,953	67,688	55,384
Net Increase (Decrease)	(16,070)	26,212	5,632	7,103	8,265	12,304
End of the Year	$ 98,830	$ 114,900	$ 88,688	$ 83,056	$ 75,953	$ 67,688
Plan's Net Position Liability (NPL)	$ 88,268	$ 67,646	$ 111,901	$ 111,747	$ 122,788	$127,455
Plan Fiduciary Net Position as % of TOL	52.8%	62.9%	44.2%	42.6%	38.2%	34.7%

*Active employees do not contribute to the OPEB Plan.
**The year in the column header represents the measurement period ending June 30th.
*** This is a 10-year schedule. Information for additional years will be displayed as it becomes available.

Notes to Schedule – Changes in benefits and assumptions: In FY2, the discount rate used to calculate liabilities has remained the same 6.5%. The inflation rate decreased from 2.50% to 2.25%. The health care trend rate starting point decreased from 8.50% to 7.25%. Mortality rates for the Non-Represented Plan have been updated. Spousal coverage election rate has been reduced from 70% to 50%.

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Required Supplementary Information
Schedule of Employer Contributions - OPEB
Year Ended June 30, 2023
(Dollars in Thousands)

FISCAL YEAR ENDING	2023	2022	2021	2020	2019	2018	2017
Contributions							
Actuarially Determined Contributions	$ 13,461	$14,997	$ 15,002	$ 14,526	$ 18,009	$20,020	$20,772
Employer Contributions (ERC)	13,461	14,997	15,002	14,526	18,009	20,020	20,772
Contributions (Excess)/ Deficiency	—	—	—	—	—	—	—

**This is a 10-year schedule. Information for additional years will be displayed as it becomes available.

Notes to Schedule:

Valuation Date:	June 30, 2021, rolled forward to June 30, 2022
Discount Rate:	6.5%
Investment Rate of Return:	6.5%
Inflation Rate:	2.25%
Healthcare Cost Trend:	7.25% for PY 2021-22 and decreases to an ultimate rate of 5.0% by PY 2031-32

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Other Supplemental Information
Combining Statement of Fiduciary Net Position
June 30, 2023
(Dollars in Thousands)

	Total	Defined Benefit Pension Rep	Defined Benefit Pension Non-Rep	Other Post Employee Benefits
ASSETS				
Receivables:				
Employee Contributions	$ 294	$ 255	$ 39	$ —
Employer Contributions	916	469	447	—
Other Receivables	22	—	22	—
Due from Brokers	4,893	111	4,782	—
Accrued Investment Income	1,554	677	877	—
Total Receivables	7,679	1,512	6,167	—
Investments at Fair Value:				
Equities	479,048	149,786	232,810	96,452
Partnerships	12,838	12,838	—	—
Mutual Funds	334,567	334,567	—	—
Fixed Income	242,861	84,603	145,627	12,631
Real Estate Funds	27,520	—	27,520	—
Derivatives	49	—	49	—
Short- term Investments	18,114	6,307	7,617	4,191
Total Investments	1,114,997	588,101	413,623	113,274
Total Assets	$ 1,122,676	$ 589,613	$ 419,788	$ 113,276
LIABILITIES				
Accounts Payable	$ 556	$ 217	$ 339	$ —
Due to Brokers	15,156	370	14,707	79
Total Liabilities	15,712	587	15,046	79
NET POSITION				
Restricted for:				
Pensions	993,768	589,026	404,742	—
Post Employment Benefits other than Pensions	113,196	—	—	113,196
Total Net Position	1,106,964	589,026	404,742	113,196
Total Liabilities and Net Position	$ 1,122,676	$ 589,613	$ 419,788	$ 113,274

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Other Supplemental Information
Combining Statement of Changes in Fiduciary Net Position
Year Ended June 30, 2023
(Dollars in Thousands)

	Total	Defined Benefit Pension Rep	Defined Benefit Pension Non-Rep	Other Post Employee Benefits
ADDITIONS				
Contributions:				
Employee	$ 9,097	$ 5,846	$ 1,644	$ 1,607
Employer	31,886	10,719	10,508	10,659
Total Contributions	40,983	16,565	12,152	12,266
Investment Income				
Interest and Dividends	13,409	7,461	3,974	1,974
Net Increase (Decrease) in Fair Value of Investments	(173,816)	(107,402)	(76,980)	10,566
Real Estate Income	1,009	—	1,009	—
Securities Lending Income	77	—	77	—
Total Investment Earnings (Loss)	(159,321)	(99,941)	(71,920)	12,540
Less Investment Costs				
Investment Activity Costs	3,129	1,852	1,103	174
Securities Lending Costs	27	—	27	—
Net Investment Earnings (Loss)	(162,477)	(101,793)	(73,050)	12,366
Total Additions	(121,494)	(85,228)	(60,898)	24,632
DEDUCTIONS				
Benefits Paid to Participants or Beneficiaries	80,917	41,706	39,211	—
Medical, Dental, and Life Insurance for Retirees	10,266	—	—	10,266
Administrative Expenses	1,231	586	645	—
Total Deductions	92,414	42,292	39,856	10,266
Net increase (Decrease) in Fiduciary Net Position	(213,908)	(127,520)	(100,754)	14,366
NET POSITION RESTRICTED				
Net Position, July 1	1,320,872	716,545	505,497	98,830
Net Position, June 30	$ 1,106,964	$ 589,025	$ 404,743	$ 113,196

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
Supplemental Schedule of Revenues and Expenses
Budget vs. Actual (Budget Basis)
Year Ended June 30, 2023
(Dollars in Thousands)

	Budget	Actual (Budget Basis)	Variance Favorable/ (Unfavorable)
Operating Revenues			
Fare Revenue	$ 68,651	$ 74,057	$ 5,406
Other Revenue	8,429	7,183	(1,246)
Total Operating Revenues	77,080	81,240	4,160
Operating Expenses			
Transportation	282,371	275,265	7,106
Maintenance & Garage Operations	191,432	196,467	(5,035)
General and Administrative	113,756	117,707	(3,951)
Total Operating Expenses	587,559	589,439	(1,880)
Operating Loss	(510,479)	(508,199)	2,280
Nonoperating Revenues			
Sales and Use Tax	683,751	704,416	20,665
Federal Operating Revenue	213,871	215,904	2,033
Investment Income	1,323	22,415	21,092
Other Revenues	39,083	45,594	6,511
	938,028	988,329	50,301
Increase in Net Position- Budget Basis	$ 427,549	$ 480,130	$ 52,581
Basis Differences			
Depreciation		(250,150)	
Gain on Sales of Property and Equipment		529	
Interest Expense		(73,508)	
Amortization of Financing Related Charges		(768)	
Other - Nonoperating Expense		(85,440)	
Capital Grants and Contributions		52,380	
Increase in Net Position - GAAP Basis		$ 123,173	

See notes to supplemental schedule

1. BUDGETARY HIGHLIGHTS

MARTA adopts its Operating and Capital Budget in June of each year. Once adopted, total budgeted revenues and/or expenses cannot change. Operating revenue performed favorable to the budget, ending the year $4,160 (5.40%) more than budget due to the increase in ridership after the prolonged adverse impact of COVID-19. Nonoperating revenues were $50,301 (5.36%) favorable to the budget. The largest favorable variances were Investment Income and Sales & Use Tax which were $21,092 and $20,665, respectively, more than budgeted. MARTA continued a number of cost containment measures in fiscal year 2023 by focusing on increasing productivity and efficiencies. The fiscal year 2023 total operating expenses were $589,439 which excludes depreciation. This was $1,880 (0.32%) more than the fiscal year 2023 budget, which was $32,376 (5.8%) more than the previous year's budget.

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APPENDIX C

DOCUMENT SUMMARIES

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DOCUMENT SUMMARIES

Following are summaries of certain provisions of the Indenture. Such summaries do not purport to be complete and reference is made to the Indenture, a copy of which is on file with and available for examination at the office of the Trustee. Definitions of terms previously defined in this Official Statement may not be contained in the following summaries, but will have the meanings set forth previously.

DEFINITIONS

The following is a summary of certain terms defined in the Indenture, as supplemented, and used in this Official Statement. Reference is hereby made to such actual documents for a complete recital of the definitions contained therein.

"Accreted Value" means the amounts set forth in and the amounts computed pursuant to the formula set forth in the Related Supplemental Indenture authorizing the issuance of the Capital Appreciation Bonds, the Accreted Value of which is being determined.

"Act" means the Metropolitan Atlanta Rapid Transit Authority Act of 1965, approved by the General Assembly of the State of Georgia on March 10, 1965 (Ga. Laws 1965, p. 2243), as amended or supplemented.

"Additional Bonds" means any additional Series of Bonds authorized to be issued by the Authority pursuant to the terms and conditions of the Indenture.

"Alternate Credit Facility" means any instrument furnished in accordance with the Indenture to replace the Credit Facility then in effect with respect to the applicable Bonds.

"Authenticating Agent" means the Registrar and, with respect to Bonds of any Series, the entity or entities designated as such in the applicable Series Resolution or Supplemental Indenture.

"Authority" means the public body corporate and joint public instrumentality of the City of Atlanta and the counties of Fulton, DeKalb, Cobb, Clayton and Gwinnett, Georgia, duly created and existing under the laws of the State of Georgia, including the Metropolitan Atlanta Rapid Transit Authority Act of 1965 Ga. Laws 1965, p. 2243), as amended and a 1964 Amendment to the Georgia Constitution (Ga. Laws 1964, p. 1008) and under the name and style of "Metropolitan Atlanta Rapid Transit Authority," and any body, agency or instrumentality of the State of Georgia or any of its subdivisions which hereafter succeeds to and assumes the liabilities, obligations, duties, rights and powers of the Authority.

"Authority Representative" means the Chairman, the General Manager/Chief Executive Officer, the Assistant General Manager, Finance/Chief Financial Officer of the Authority or any other person so designated for purposes of the Indenture by the Board of Directors of the Authority by filing a Certified Resolution with respect thereto with the Trustee.

"Bank" or *"Banks"* means the provider or providers of one or more Facilities and any successor and shall include the Initial 2021B Bank.

"Bankruptcy Code" means the United States Bankruptcy Code, 11 U.S.C. 101 *et seq*., as amended or supplemented from time to time.

"Board of Directors" means the Board of Directors of the Authority.

"Bond" and *"Bonds"* means any of the Bonds, Bond Anticipation Notes or any other evidences of indebtedness for borrowed money, authorized, authenticated and delivered under the Indenture or a Supplemental Indenture.

"Bond Anticipation Notes" means any of the Bond Anticipation Notes authorized and delivered under the Indenture.

"Bond Counsel" means (i) with respect to the Tax-Exempt Bonds of a Series, the Counsel who renders the opinion as to the exclusion from gross income of interest on such Bonds for federal income tax purposes or such other nationally recognized bond counsel appointed by an Authority Representative of recognized expertise with respect to such matters, or (ii) with respect to the Bonds of a Series which are not Tax-Exempt Bonds, the Counsel who renders the opinion as to the validity and enforceability of such Bonds or such other nationally recognized bond counsel appointed by an Authority Representative.

"Bond Fund" means, with respect to a Series of Bonds, the fund of that name for such Series of Bonds created pursuant to the Indenture, and collectively all funds of that name for all outstanding Series of Bonds created pursuant to the Indenture.

"Bond Purchase Fund" means, with respect to a Series of Bonds, the funds of that name established under the Indenture or with the Tender Agent pursuant to a Tender Agent Agreement and the Indenture.

"Bond Year" means the period commencing on July 2 of each calendar year and ending on July 1 of the following calendar year, or such other calendar year ending on the day that principal of a Series of Bonds is due as designated by the Authority.

"Book-Entry Form" means physical Bonds in fully registered form registered only in the name of a Securities Depository or its nominee as holder, with physical Bonds in the custody of a Securities Depository.

"Book-Entry System" means the system maintained by the Securities Depository under which the ownership of beneficial interests on Bonds may be transferred as described in the Indenture.

"Business Day" means any day other than (i) a Saturday, a Sunday or any other day on which banks located in the cities in which the Principal Offices of the Trustee, the Tender Agent, the Paying Agent, the Registrar, the Authenticating Agent or the Remarketing Agent, if any, are located, or in which the office from which payments are made pursuant to Credit Facility, if any, of the Credit Provider is located, are authorized or required to remain closed or (ii) a day which The New York Stock Exchange is closed.

"Capital Appreciation Bonds" means Bonds that bear interest payable at maturity, upon redemption prior to maturity or prior to maturity at the date or dates set forth in the related Series Resolution or Supplemental Indenture and in the amounts determined by reference to the Accreted Value of such Capital Appreciation Bonds in accordance with the provisions of the related Series Resolution.

"Certified Resolution" means a copy of a resolution of the Board of Directors of the Authority certified by the Chairman, Vice-Chairman, Secretary or Assistant Secretary thereof as being duly and lawfully adopted, in full force and effect and not having been modified, amended or rescinded.

"Chairman" means the Chairman of the Board of Directors of the Authority.

"City" means the City of Atlanta, Georgia.

"Clayton" means Clayton County, Georgia.

"Clayton Contract" means that certain Rapid Transit Contract, dated as of July 5, 2014, between the Authority and Clayton, as amended from time to time in accordance with the terms thereof.

"Cobb" means Cobb County, Georgia.

"Code" means the Internal Revenue Code of 1986, as amended; each reference to the Code is deemed to include the United States Treasury Regulations promulgated thereunder.

"Construction Fund" means, with respect to a Series of Bonds, the fund of that name created for such Series of Bonds pursuant to the Indenture.

"Consultant" means the consultant or consulting firm or corporation retained by the Authority to perform acts and carry out the duties of such consultant in the Indenture. Such consultant or consulting firm must be nationally recognized within its profession for work of the character required and must be acceptable to the Trustee.

"Consulting Engineer" means the particular general engineering consultant employed in connection with the System to perform the services usually performed by a general engineering consultant or consultants in area-wide transportation system construction, including the supervision of construction.

"Contract" means (i) the Existing Contract and (ii) the Clayton Contract.

"Cost of Issuance Account" means, with respect to a Series of Bonds, the account of that name in the Construction Fund created for such Series of Bonds pursuant to the Indenture.

"Counsel" means an attorney at law or a firm of attorneys reasonably acceptable to the Trustee (who may be an employee of or counsel to the Authority, the Trustee or any Tender Agent) duly admitted to the practice of law before the highest court of any state of the United States of America or of the District of Columbia.

"Credit Facility" means any irrevocable letter of credit, line or lines of credit, policy of insurance, security agreement, pledge agreement, bond purchase agreement, guaranty, trust deposit receipt, surety bond or other credit or liquidity facility, including any instruments accompanying or relating to such Credit Facility delivered to the Trustee in connection therewith, issued by the Credit Provider with respect to any Bonds in accordance with the provisions of the Indenture, including any extensions thereof. In the event of the delivery of an Alternate Credit Facility (as defined in the Indenture) with respect to the related Bonds, *"Credit Facility"* includes such Alternate Credit Facility.

"Credit Facility - Interest Account" means, with respect to a Series of Bonds secured by a Credit Facility, the account of such name in the Bond Fund created for such Series of Bonds pursuant to the Indenture.

"Credit Facility - Principal Account" means, with respect to a Series of Bonds secured by a Credit Facility, the account of such name in the Bond Fund created for such Series of Bonds pursuant to the Indenture.

"Credit Provider" means, with respect to any Credit Facility provided for any Bonds, the Person having an obligation to pay moneys under such Credit Facility, including obligations contingent upon satisfaction of certain conditions.

"Date of Issue" means, unless otherwise provided in the related Series Resolution or Supplemental Indenture, with respect to Bonds of a Series, the date or dates on which such Bonds are issued and delivered to the Original Purchaser thereof in exchange for the payment of the purchase price thereof.

"Dealers" means, with respect to the Series 2021B Notes, J.P. Morgan Securities LLC and Academy Securities Inc., each acting as a dealer under the respective Dealer Agreement, and any successors thereto, pursuant to a Dealer Agreement.

"Debt Service" means, with respect to any particular Bond Year and any particular Series of Bonds, an amount equal to the sum of (a) all interest payable on such Bonds during such Bond Year, plus (b) any Principal Installments of such Bonds payable during such Bond Year. For purposes of computing "Debt Service," the rate of interest used to determine the interest requirement shall be a rate per annum equal to (i) with respect to any Series of Bonds which bear interest at a Fixed Rate, the rate or rates of interest borne or to be borne by such Bonds, and (ii) with respect to any Series of Bonds which bear interest at a Variable Rate, (A) the average of the actual variable rates of interest borne by such Bonds for the most recent 24-month period immediately preceding the date of calculation for which such information is available plus 100 basis points or, (B) if such information is unavailable for such 24-month period or with respect to any Series of Bonds that were not outstanding for the full term of such 24-month period, a rate equal to the 25 Year Revenue Bond Index for revenue bonds as published by The Bond Buyer at the end of the week prior to the week during which the Authority adopts proceedings authorizing the issuance of such Bonds (except if such index shall not then be published, then the interest on such Bonds shall be calculated at a rate equal to (x) the average annual interest rate on such Bonds for the 12-month period immediately preceding the date of calculation for which such information is available or, (y) with respect to any Series of Bonds that were not outstanding for the full term of such 12-month period, the average of the actual variable rates of interest borne by such Bonds for the period during which such Bonds shall have been outstanding, or (z) if such Bonds have not yet been issued, then the interest rate on such Bonds shall be calculated at a rate equal to the initial interest rate established for such Bonds); provided, however, for purposes of this definition with respect to Debt Service on any Bonds which are subject to a Hedge Agreement, interest on such Bonds during the term of such Hedge Agreement shall be calculated by adding the amount of interest payable by the Authority on such Hedged Bonds and the amount of Hedge Payments payable to the Authority under the related Hedge Agreement; provided, however, that if (aa) the Hedge Provider of any Hedge Agreement is in default thereunder or (bb) the rating on the outstanding long-term debt or claims-paying ability of the Hedge Provider falls below Baa2 from Moody's or BBB from S&P and the Authority has not replaced such Hedge Agreement with another within ten Business Days, then the amount of interest payable by the Authority on the related Hedged Bonds shall be the interest calculated as provided herein as if such Hedge Agreement had not been in executed. The term "Debt Service" includes payments to a Credit Provider pursuant to a Reimbursement Agreement to reimburse such Credit Provider for Principal Installments or interest on Bonds made by such Credit Provider, and to pay credit enhancement or liquidity support fees, with respect to such indebtedness, scheduled to come due within a specified 12-month period. Notwithstanding the foregoing, under any circumstances where "Debt Service" is used to describe interest payable on any Bonds for a period during which the actual interest on the Bonds can be calculated, the amount of actual interest on such Bonds shall be used.

"Default" or *"default"* means, with respect to Bonds of a Series, any event which with the giving of notice, the passage of time, or both, becomes an "Event of Default."

"DeKalb" means DeKalb County, Georgia.

"Eighteenth Supplemental Trust Indenture" means, that certain Eighteenth Supplemental Trust Indenture, dated as of August 1, 2017, by and between the Authority and the Trustee, which supplements the Indenture.

"Eleventh Supplemental Trust Indenture" means, that certain Eleventh Supplemental Trust Indenture, dated July 1, 2014, by and between the Authority and the Trustee, which supplements the Indenture.

"Escrow Agent" means the bank or trust company acting in such capacity pursuant to the any Escrow Agreement, and any successors thereto, pursuant to any Escrow Agreement.

"Event of Default" means, with respect to Bonds of a Series, an occurrence or event specified in the Indenture and described herein under "THE INDENTURE–Events of Defaults; Remedies."

"*Existing Contract*" means that certain Rapid Transit Contract and Assistance Agreement, dated as of the 1st day of September, 1971, among the City, Fulton, DeKalb, Clayton, Gwinnett and the Authority, which has become final and binding on the City, Fulton, DeKalb, Clayton and the Authority, as amended or supplemented.

"Facility" or *"Facilities"* means letters of credit, lines of credit, standby bond purchase agreements, revolving credit agreements or other liquidity or credit support or mechanisms delivered, made, entered into or otherwise obtained for the purpose of securing or providing additional funds for the payment of principal of and/or interest on any Series of Bonds or any substitute Facility, shall include the agreement providing for a Facility authorized pursuant to the Supplemental Indenture.

"Facility Agreement" means any agreement with a Bank providing for the issuance of a Facility and, with respect to the Series 2021B Notes, initially means the Revolving Credit Agreement, dated as of November 1, 2021, between the Authority and the Initial 2021B Bank, providing the Facility with respect to the Series 2021B Notes.

"Facility Substitution Date" shall mean any Business Day on which a substitute Facility will replace an existing Facility in accordance with any Supplemental Indenture.

"Favorable Opinion of Bond Counsel" means an opinion of Bond Counsel addressed to the Authority and the Trustee to the effect that the action proposed to be taken is authorized or permitted by the Indenture and the Act, with respect to Tax-Exempt Bonds, the exclusion of the interest on such Tax-Exempt Bonds (or a Series thereof) from the gross income of the recipients thereof for federal income tax purposes.

"Fifteenth Supplemental Indenture" means that certain Fifteenth Supplemental Trust Indenture, dated as of July 1, 2016, by and between the Authority and the Trustee, which supplements the Indenture.

"First Amendment to Indenture" means the First Amendment to Third Indenture, dated as of its date of execution and delivery, between the Authority and the Trustee, which amends the Indenture.

"First Lien Bonds" means the revenue bonds or notes issued from time to time by the Authority pursuant to Section 2.12 of the Original Indenture having a first-priority lien on the Trust Estate created thereunder.

"Fiscal Division" means the Office of the Treasury and Fiscal Services of the State of Georgia, formerly known as the Fiscal Division of the Georgia Department of Administrative Services, and, where applicable, will include the Director of the Fiscal Division, successor to the State Treasurer of Georgia, whose functions were transferred to the Fiscal Division pursuant to an Act of the General Assembly of the State of Georgia approved on April 6, 1972 (Ga. Laws 1972, p. 1038).

"Fitch" means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, *"Fitch"* will be deemed to refer to any other nationally recognized securities rating agency designated by the Authority with the approval of the related Credit Provider and the Remarketing Agent, if any, with notice to the Trustee and the related Tender Agent, if any.

"Fixed Rate" means the rate which the Bonds of a Series bear interest during any Fixed Rate Period.

"Fourteenth Supplemental Trust Indenture" means, that certain Fourteenth Supplemental Trust Indenture, dated as of March 1, 2016, by and between the Authority and the Trustee, which supplements the Indenture.

"Fulton" means Fulton County, Georgia.

"General Fund" means the general operating account established by the Authority.

"Government Obligations" means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, (b) obligations issued by a Person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and interest on which is fully and unconditionally guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) and (b) issued or held in book-entry form in the name of the Trustee only on the books of the Department of Treasury of the United States of America), which obligations, in either case, are not subject to redemption prior to maturity by anyone other than the holder, or (c) any certificates or any other evidences of an ownership interest in obligations or specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in (a) or (b) which have been stripped by the Department of Treasury.

"Gwinnett" means Gwinnett County, Georgia.

"Hedge Agreement" means an agreement between the Authority and a Hedge Provider (a) which performs the function of an interest rate swap agreement, currency swap agreement, forward payment conversion agreement, or futures contract; (b) which provides for payments based on levels of, or changes or differences in, interest rates, currency exchange rates, or stock or other indices; (c) to exchange cash flows or payments or series of payments; (d) designed to perform the function of interest rate floors, collars, or caps, options, puts, or calls, to hedge or minimize any type of financial risk, including, without limitation, payment, currency, rate, or other financial risk; and (e) which the Authority determines is to be used, or is intended to be used, to manage or reduce the cost of any Bonds, to convert any element of any Bonds from one form to another, to maximize or increase investment return, to minimize investment return risk, or to protect against any type of financial risk or uncertainty.

"Hedge Payments" means amounts payable by the Authority to any Hedge Provider less any amounts payable by such Hedge Provider to the Authority (other than termination payments, fees, expenses and indemnity payments owed by or due to either party) under a Hedge Agreement, as certified in writing to the trustee by an Authority Representative.

"Hedge Provider" means the counterparty with which the Authority enters into a Hedge Agreement; provided that the outstanding long-term debt or claims-paying ability of such counterparty must be rated at least A3 or better by Moody's and A- or better by S&P at the time such Hedge Agreement is entered into.

"Hedged Bonds" means any Bonds for which the Authority shall have entered into a Hedge Agreement.

"Indenture" means the Trust Indenture, dated as of October 1, 2003, between the Authority and the Trustee, as amended or supplemented.

"Initial 2021B Bank" means JPMorgan Chase Bank, National Association.

"Interest Account" means, with respect to a Series of Bonds, the account of that name in the Bond Fund created for such Series of Bonds pursuant to the Indenture.

"Interest Payment Date" means, when used with respect to the Bonds of a Series, those days provided in the related Series Resolution or Supplemental Indenture for the payment of interest thereon, including each Conversion Date and Mandatory Tender Date.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, *"Moody's"* will be deemed to refer to any other nationally recognized securities rating agency designated by the Authority with the approval of the related Credit Provider and Remarketing Agent, if any, with notice to the Trustee and the related Tender Agent, if any.

"Nineteenth Supplemental Trust Indenture" means, that certain Nineteenth Supplemental Trust Indenture, dated as of December 1, 2017, by and between the Authority and the Trustee, which supplements the Indenture.

"New Program Order" shall mean an order executed by the Authority and acknowledged by the Issuing and Paying Agent and the Dealers upon the establishment of a new Program.

"Note Order" shall mean an order executed by an Authorized Representative (on behalf of the Authority) directing the authentication and delivery of Series 2021B Notes.

"Original Indenture" means the Trust Indenture, dated as of October 1, 2003, between the Authority and the Trustee.

"Outstanding" or *"outstanding"* or *"Bonds Outstanding"* when used to modify the Bonds (or a Series thereof) means, as of the time in question, all Bonds (or a Series thereof) authenticated and delivered under the Indenture, except:

(a) Bonds theretofore cancelled or required to be cancelled because of payment at, or purchase or redemption prior to, maturity;

(b) Bonds which are deemed to have been paid in accordance with the Indenture;

(c) Bonds (including Bonds which are deemed to have been purchased pursuant to the Indenture) in substitution for which other Bonds have been authenticated and delivered; and

(d) Bonds in lieu of which others have been authenticated, unless proof satisfactory to the Trustee and the Authority is presented that any such Bond is held by a bona fide holder in due course.

In determining whether the Owners of a requisite aggregate principal amount of Outstanding Bonds (or a Series thereof) have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of the Indenture, Bonds which are owned or record by the Authority or held by the Trustee for the account of the Authority shall be disregarded and deemed not to be Outstanding under the Indenture for the purpose of any such determination (except that, in determining whether the Trustee will be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned or held will be disregarded) unless all of such Bonds are owned by the Authority and/or held by the Trustee for the account of the Authority, in which case such Bonds shall be considered Outstanding for the purpose of such determination except as will be otherwise provided in the Series Resolution with respect to any such affected Series.

"Owner" means the Person or Persons in whose name or names a Bond is registered on books of the Authority kept by the Registrar for that purpose in accordance with the terms of the Indenture.

"Participating Local Governments" means the City, Fulton and DeKalb and any other local governments and municipalities with respect to which the Contract becomes final and binding, in accordance with the provisions of the Act and the Contract, at any time while any of the Bonds are outstanding.

"Paying Agent" means, with respect to Bonds of a Series, the banks or trust companies named by the Authority in accordance with the Indenture as the places at which the principal and/or Purchase Price of and/or interest and/or premium on such Bonds will be payable, which may include the Trustee and any Tender Agent.

"Permitted Investments" means and includes bonds or notes of the United States or unconditionally guaranteed by the United States or bonds or notes of the State of Georgia or unconditionally guaranteed by the State of Georgia, or bonds, notes or other obligations of any corporation, agency or instrumentality of the United States Government, and any other investments permitted by law.

"Person" means natural persons, firms, partnerships, associations, corporations, trusts and public bodies.

"Principal Account" means, with respect to each Series of Bonds, the account of that name in the Bond Fund created for such Series of Bonds pursuant to the Indenture.

"Principal Installment" means, as of any date of calculation, (i) the aggregate principal amount of Outstanding Bonds due on a certain future date, reduced by the aggregate principal amount of such Bonds which would be retired by reason of the payment when due and application in accordance with the Indenture of Sinking Fund Payments payable before such future date, plus (ii) any Sinking Fund

Payments due on such certain future date, plus (iii) with respect to any Capital Appreciation Bonds due on such certain future date, the Accreted Value of such Capital Appreciation Bonds.

"Principal Office" means, with respect to the Trustee, the office at the address specified as such in the Indenture, with respect to a Remarketing Agent or Tender Agent, the office at the address specified in the related Series Resolution or Supplemental Indenture, and, in any case, such other office as the Trustee, the Remarketing Agent or the Tender Agent, as the case may be, designates in writing mailed to the Authority and to each of the other of said parties.

"Principal Payment Date" means, when used with respect to the Bonds of a Series, those days provided in the related Series Resolution or Supplemental Indenture for the payment of principal thereon.

"Program" shall mean the initial commercial paper program established under this Twenty-Sixth Supplemental Trust Indenture, pursuant to which the Series 2021B Notes are issued, and each additional commercial paper program established under the Twenty-Sixth Supplemental Trust Indenture, each of which is intended to constitute a separate single issue of Notes pursuant to the Code.

"Purchase Price" means the purchase price of Bonds tendered or required to be tendered for purchase pursuant to the Indenture.

"Rating Category" or *"Rating Categories"* means one or more of the generic rating categories of a nationally recognized securities rating agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

"Rebate Fund" means, with respect to a Series of Bonds, the fund of that name created for such Series of Bonds pursuant to the Indenture.

"Refunding Bonds" means Bonds issued under the Indenture to refund, in whole or in part, (a) Bonds of one or more Series or one or more maturities or portions of such maturities within a Series in accordance with the Indenture or (b) other obligations of the Authority.

"Registrar" means, with respect to Bonds of a Series, either the Paying Agent and/or the Tender Agent and/or the agent appointed by the Authority pursuant to the Indenture.

"Reimbursement Agreement" or *"Reimbursement Agreements"* means each reimbursement agreement, if any, between the Authority and a Credit Provider with respect to any Bonds, pursuant to which a Credit Facility is issued for such Bonds by such Credit Provider, and any and all modifications, alterations, amendments and supplements thereto.

"Remarketing Agent" means, with respect to Bonds of a Series, that Person, if any, designated as such by the Board of Directors of the Authority by duly adopted Series Resolution or any successor remarketing agent appointed in accordance with the Indenture and any permitted successor thereto. In the event that more than one Series of Bonds is issued under the Indenture and separate Remarketing Agents are appointed for each such Series, any reference herein to the *"Remarketing Agent"* without further description will mean the Remarketing Agent for such Series of Bonds.

"Reserve Fund" means, with respect to a Series of Bonds, the fund of that name created for such Series of Bonds pursuant to the Indenture.

"Reserve Fund Credit Facility" means any bond insurance policy, surety bond, letter of credit or similar instrument deposited in a Reserve Fund for any Series of Bonds.

"Reserve Fund Credit Provider" means, with respect to any Reserve Fund Credit Facility provided for any Bonds, the Person having an obligation to pay moneys under such Reserve Fund Credit Facility, including obligations contingent upon satisfaction of certain conditions.

"Reserve Fund Requirement" means, as of any date of calculation with respect to any Series of Bonds, the lesser of (a) the amount specified in the related Series Resolution or Supplemental Indenture, which may be zero, or (b) the least of (i) ten percent of the original aggregate principal amount of the Bonds; (ii) 125% of the average annual principal and interest requirements on the Bonds in any Bond Year; or (iii) the maximum annual principal and interest requirements on the Bonds in any Bond Year. The Reserve Fund Requirement with respect to the Series 2018A Bonds is zero.

"Revenue Bond Law" means Official Code of Georgia Annotated Sections 36-82-60 to 36-82-85, as amended from time to time.

"Revenue Fund" means the fund of that name created pursuant to the Indenture.

"S&P" means Standard & Poor's Corporation, a division of The McGraw-Hill Companies, a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, *"S&P"* will be deemed to refer to any other nationally recognized securities rating agency designated by the Authority with the approval of the related Credit Provider and Remarketing Agent, if any, with notice to the Trustee and the related Tender Agent, if any.

"Securities Depository" means any securities depository that is a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interest in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"Series" means all of the Bonds delivered on a Date of Issue in a simultaneous transaction and designated as being a part of a particular Series, regardless of variations in maturity, interest rate, Sinking Fund Payments or other provisions, and any Bonds thereafter delivered in lieu of or in substitution for (but not to refund) such Bonds.

"Series Resolution" means, with respect to Bonds of a Series, the Certified Resolution of the Board of Directors of the Authority authorizing the issuance of the Bonds of such Series under the Indenture and providing for certain provisions of the Bonds of such Series prior to the delivery of such Bonds.

"Series 2004 Notes" means the Series 2004A Notes and the Series 2004B Notes.

"Series 2004A Notes" means the Bond Anticipation Notes of the Authority designated as "Sales Tax Revenue Commercial Paper Bond Anticipation Notes (Third Indenture Series), Series 2004A.

"Series 2004B Notes" means the Bond Anticipation Notes of the Authority designated as "Sales Tax Revenue Commercial Paper Bond Anticipation Notes (Third Indenture Series), Series 2004B.

"Series 2005A Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2005A.

"Series 2005A Reserve Fund Requirement" means an amount equal to one-half of the Total Debt Service due in any Bond Year on the Series 2005A Bonds and any other Bonds outstanding and secured by the Series 2005A Reserve Fund.

"Series 2006A Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds (Third Indenture Series) Refunding Series 2006A."

"Series 2007 Notes" means the Series 2007C Notes and the Series 2007D Notes.

"Series 2007A Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds (Third Indenture Series) Refunding Series 2007A."

"Series 2007A Reserve Fund Requirement" means an amount equal to one-half of the Total Debt Service due in any Bond Year on the Series 2007A Bond and any other Bonds outstanding and secured by the Series 2007A Reserve Fund.

"Series 2007B Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds (Third Indenture Series) Refunding Series 2007B."

"Series 2007C Notes" means the Notes of the Authority designated as "Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2007C."

"Series 2007C-1 Notes" shall mean $101,000,000 aggregate principal amount of Series 2007C Notes issued by the Authority under the initial Program.

"Series 2007C-2 Notes" shall mean the $99,000,000 aggregate principal amount of Series 2007C Notes issued by the Authority under a new Program.

"Series 2007D Notes" means the Notes of the Authority designated as "Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2007D."

"Series 2007D-1 Notes" shall mean $124,000,000 aggregate principal amount of Series 2007D Notes issued by the Authority under the initial Program.

"Series 2007D-2 Notes" shall mean the $76,000,000 of additional Series 2007D Notes that may be issued by the Authority under a new Program.

"Series 2009A Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds (Third Indenture Series) Series 2009A."

"Series 2012A Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds (Third Indenture Series) Refunding Series 2012A."

"Series 2012B Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds (Third Indenture Series) Refunding Series 2012B."

"Series 2012C-1 Notes" means $50,000,000 aggregate principal amount of Series 2012C-1 Notes issued by the Authority under the initial Program, as provided for in the Ninth Supplemental Trust Indenture.

"Series 2012C-2 Notes" means $50,000,000 aggregate principal amount of Series 2012C-2 Notes issued by the Authority under the initial Program, as provided for in the Ninth Supplemental Trust Indenture.

"Series 2012D-1 Notes" means $50,000,000 aggregate principal amount of Series 2012D-2 Notes issued by the Authority under the initial Program, as provided for in the Ninth Supplemental Trust Indenture.

"Series 2012D-1 Notes" means $50,000,000 aggregate principal amount of Series 2012D-2 Notes issued by the Authority under the initial Program, as provided for in the Ninth Supplemental Trust Indenture.

"Series 2013A Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2013A."

"Series 2014A Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds (Third Indenture Series), Refunding and New Money Series 2014A."

"Series 2015A Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds (Third Indenture Series), Series 2015A."

"Series 2015B Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds (Third Indenture Series), Series 2015B."

"Series 2015C Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2015C."

"Series 2016A Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2016A."

"Series 2016B Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2016B."

"Series 2017A Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds (Third Indenture Series), Series 2017A."

"Series 2017B Bonds" means the Bonds of the Authority designated as "Variable Rate Sales Tax Revenue Bonds, Refunding Series 2017B."

"Series 2017C Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds, Refunding Series 2017C."

"Series 2017D Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds, Refunding Series 2017D."

"Series 2018A Bonds" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds, Refunding Series 2018A."

"Series 2018B Bonds" means the Bonds of the Authority designated as "Variable Rate Sales Tax Revenue Bonds, Series 2018B."

"*Series 2019A Bonds*" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds, Series 2019A."

"*Series 2020A Bonds*" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds, Series 2020A."

"*Series 2020B Bonds*" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2020B."

"*Series 2021A Bonds*" means the Bonds of the Authority designated as "Variable Rate Sales Tax Revenue Bonds, Refunding Series 2021A."

"*Series 2021B Bonds*" means the Bonds of the Authority designated as "Subordinate Sales Tax Revenue Commercial Paper Notes, Series 2021B."

"*Series 2021C Bonds*" means the Bonds of the Authority designated as "Subordinate Sales Tax Revenue Variable Rate Notes, Series 2021C."

"*Series 2021D Bonds*" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2021D (Green Bonds)."

"*Series 2021E-1 Bonds*" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds, Tax-Exempt Refunding Series 2021E-1 (Green Bonds)."

"*Series 2021E-2 Bonds*" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds, Tax-Exempt Refunding Series 2021E-2 (Green Bonds)."

"*Series 2023A Bonds*" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds, Refunding Series 2023A (Green Bonds)."

"*Series 2023B Bonds*" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds, Series 2023B (Green Bonds)."

"*Series 2024 Bonds*" means the Series 2024A Bonds and the Series 2024B Bonds.

"*Series 2024A Bonds*" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds, Series 2024A (Green Bonds)."

"*Series 2024B Bonds*" means the Bonds of the Authority designated as "Sales Tax Revenue Bonds, Refunding Series 2024B (Green Bonds)."

"Sinking Fund Payment" means, as of any particular date of calculation and with respect to the Bonds of a Series, the amount required to be paid by the Authority on a certain future date for the retirement of outstanding Bonds of such Series which mature after said future date, but does not include any amount payable by the Authority by reason of the maturity of a Bond or by call for redemption at the option of the Authority.

"Seventeenth Supplemental Trust Indenture" means, that certain Seventeenth Supplemental Trust Indenture, dated as of June 1, 2017, by and between the Authority and the Trustee, which supplements the Indenture.

"Sixteenth Supplemental Trust Indenture" means, that certain Sixteenth Supplemental Trust Indenture, dated as of April 1, 2017, by and between the Authority and the Trustee, which supplements the Indenture.

"State" means the State of Georgia.

"Subordinate Bonds" means any revenue obligations of the Authority issued pursuant to Section 2.13 of the Original Indenture as subordinate to the lien of the First Lien Bonds on the Trust Estate created thereunder, including, but not limited to, the Series 2021B Notes and the Series 2021C Notes.

"Supplemental Indenture" means an indenture supplementing or modifying the provisions of the Indenture entered into by and between the Authority and the Trustee in accordance with the provisions of the Indenture.

"System" has the meaning set forth in the Act.

"*TAVT*" means the "Title Ad Valorem Tax" codified at O.C.G.A. 48-5C-1 et. seq. "Tax Agreement" means with respect to a Series of Tax-Exempt Bonds, the certificate or agreement relating to compliance with certain arbitrage and other provisions of the Code.

"Tax-Exempt Bonds" means Bonds of a Series which were accompanied by an opinion of Bond Counsel on the Date of Issue thereof to the effect that the interest on such Bonds was not includable in the gross income of the Owners thereof for federal income tax purposes (except as set forth therein).

"Tender Agent" means, with respect to Bonds of a Series, any tender agent appointed by the Authority in accordance with the Indenture.

"Tenth Supplemental Trust Indenture" means, that certain Tenth Supplemental Trust Indenture, dated June 1, 2013, by and between the Authority and the Trustee, which supplements the Indenture.

"Term Rate" means, with respect to Bonds of a Series, the interest rate to be determined for the Bonds of such Series for a term of three months or any integral multiple thereof pursuant to the Indenture.

"Thirteenth Supplemental Trust Indenture" means, that certain Thirteenth Supplemental Trust Indenture, dated as of December 1, 2015, by and between the Authority and the Trustee, which supplements the Indenture.

"Thirtieth Supplemental Trust Indenture" means, that certain Thirteenth Supplemental Trust Indenture, dated as of May 1, 2023, by and between the Authority and the Trustee, which supplements the Indenture.

"Thirty-First Supplemental Trust Indenture" means, that certain Thirty-First Supplemental Trust Indenture, dated as of May 1, 2024, by and between the Authority and the Trustee, which supplements the Indenture.

"Trustee" means U.S. Bank Trust Company, National Association as successor trustee, and its successors and assigns.

"Total Debt Service" means, with respect to any particular Bond Year, Debt Service during such Bond Year on all Bonds to be outstanding as of the date immediately after the delivery of the Additional

Bonds to be issued. For purposes of computing *"Total Debt Service,"* the calculation of "Debt Service" shall include such Additional Bonds

"Trust Estate" means the property conveyed to the Trustee pursuant to the granting clauses of the Indenture (see "THE INDENTURE--Trust Estate").

"Trustee" means U.S. Bank National Association, and its successors and assigns.

"Twelfth Supplemental Trust Indenture" means, that certain Twelfth Supplemental Trust Indenture, dated as of April 1, 2015, by and between the Authority and the Trustee, which supplements the Indenture.

"Twentieth Supplemental Trust Indenture" means, that certain Twentieth Supplemental Trust Indenture, dated as of July 1, 2018, by and between the Authority and the Trustee, which supplements the Indenture.

"*Twenty-First Supplemental Trust Indenture*" means that certain Twenty-First Supplemental Trust Indenture, dated as of July 1, 2018, by and between the Authority and the Trustee, which supplements the Indenture.

"*Twenty-Fourth Supplemental Trust Indenture*" means that certain Twenty-Fourth Supplemental Trust Indenture, dated as of September 1, 2020, by and between the Authority and the Trustee, which supplements the Indenture.

"*Twenty-Second Supplemental Trust Indenture*" means that certain Twenty-Second Supplemental Trust Indenture, dated as of July 1, 2019, by and between the Authority and the Trustee, which supplements the Indenture.

"*Twenty-Third Supplemental Trust Indenture*" means that certain Twenty-Third Supplemental Trust Indenture, dated as of April 1, 2020, by and between the Authority and the Trustee, which supplements the Indenture.

"*Twenty-Fourth Supplemental Trust Indenture*" means that certain Twenty-Fourth Supplemental Trust Indenture, dated as of September 1, 2020, by and between the Authority and the Trustee, which supplements the Indenture.

"*Twenty-Fifth Supplemental Trust Indenture*" means that certain Twenty-Fifth Supplemental Trust Indenture, dated as of June 1, 2021, by and between the Authority and the Trustee, which supplements the Indenture.

"*Twenty-Sixth Supplemental Trust Indenture*" means that certain Twenty-Sixth Supplemental Trust Indenture, dated as of November 1, 2021, by and between the Authority and the Trustee, which supplements the Indenture.

"*Twenty-Seventh Supplemental Trust Indenture*" means that certain Twenty-Seventh Supplemental Trust Indenture, dated as of November 1, 2021, by and between the Authority and the Trustee, which supplements the Indenture.

"*Twenty-Eighth Supplemental Trust Indenture*" means that certain Twenty-Eighth Supplemental Trust Indenture, dated as of December 1, 2021, by and between the Authority and the Trustee, which supplements the Indenture.

"*Twenty-Ninth Supplemental Trust Indenture*" means that certain Twenty-Ninth Supplemental Trust Indenture, dated as of April 1, 2023, by and between the Authority and the Trustee, which supplements the Indenture.

"*Twenty-Ninth Supplemental Trust Indenture*" means that certain Twenty-Ninth Supplemental Trust Indenture, dated as of April 1, 2023, by and between the Authority and the Trustee, which supplements the Indenture.

"*Thirtieth Supplemental Trust Indenture*" means that certain Thirtieth Supplemental Trust Indenture, dated as of May 1, 2023, by and between the Authority and the Trustee, which supplements the Indenture.

"Variable Rate" means as the context requires, the Daily, Weekly, Monthly, Quarterly or Term Rate applicable to Bonds of a Series.

THE ORIGINAL INDENTURE

In addition to summaries of the Original Indenture contained elsewhere in this Official Statement, the following is a summary of certain other provisions of the Original Indenture. Reference is hereby made to the actual Original Indenture for a complete recital of its terms.

Trust Estate

In order to secure the payment of the principal of, premium, if any, purchase price, if any, and interest on all Bonds outstanding under the Original Indenture from time to time, to secure the observance and performance by the Authority of all the covenants expressed or implied therein and in such Bonds, and to secure the payment of the obligations of the Authority to any Credit Providers under any Reimbursement Agreements, whether now or hereafter existing, the Authority has pledged and assigned to the Trustee and its successors in trust and assigns forever:

(a) All right, title and interest of the Authority in, to and under the Contract and any revenues received by the Authority pursuant to the TAVT, as each may from time to time have been or be amended or supplemented, including, but not limited to, the payments to be made to the Authority under each of the Contract and the TAVT and the right, power, authority and privilege to enforce the Contract and each and every provision thereof;

(b) All amounts on deposit in the Revenue Fund and with respect to each Series of Bonds, all amounts on deposit in any fund or account established under the Original Indenture with respect to such Series of Bonds, including the earnings thereon (except amounts on deposit in the Bond Purchase Fund or the Rebate Fund); and

(c) Any and all other property of each kind and nature from time to time hereafter pledged or assigned as and for additional security under the Original Indenture by the Authority in favor of the Trustee.

Limited Obligation

The Bonds and interest and premium, if any, thereon and the Purchase Price, if any, of Bonds and any obligation of the Authority under the Original Indenture are payable solely from the Trust Estate.

Terms of Bonds; Credit Facilities

The Original Indenture contains no restrictions on the structure of Bonds issued thereunder. The Authority may issue Bonds under the Original Indenture bearing interest at daily, weekly, monthly, quarterly, term, flexible or fixed rates. In addition, the Authority may issue Bonds which are subject to optional and mandatory tender for purchase. At the option of the Authority, Bonds may be secured by a Credit Facility or an Alternate Credit Facility. The Authority may grant Credit Providers rights under the Original Indenture which are not granted to the Owners of Bonds, including the right to direct remedies upon an Event of Default or to consent to Supplemental Indentures, each without the consent of the Owners of the Bonds. Owners should read this entire Appendix D for a more complete description of the rights which may be granted to Credit Providers.

Authority Covenants

Existence, Coverage, Assignment and Amendment of Contract. The Authority has covenanted and represented in the Original Indenture that the Contract has been duly entered into between and among the City, Fulton and DeKalb; and that no amendment to the Contract which would in any way, directly or indirectly, reduce the payments to be made thereunder, or impose conditions or restrictions on or delays in the making of such payments, or otherwise adversely affect the rights or interests of the Owners will be made or given effect.

Creation of Other Liens and Conveyances of System. The Authority has covenanted and agreed in the Original Indenture that so long as any of the Bonds remain outstanding and unpaid it will not voluntarily create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or other charge having priority to or on a parity with the lien of the Original Indenture upon any sums received under the terms of the Contract, except as provided in the Original Indenture with respect to Additional Bonds (see "Additional Parity Bonds"). The Authority has further covenanted that it will not transfer, convey or otherwise alienate the System or any part thereof necessary for the proper operation of the System, except that it may sell and convey the System as a whole if simultaneously with such conveyance it makes provisions for the payment of all Bonds then outstanding such that such Bonds are deemed to be paid within the meaning of the Original Indenture (see "Defeasance"). The Authority has also covenanted that it will not mortgage or otherwise voluntarily create, or cause to be created, any encumbrance on the System or the revenues thereof except as expressly permitted by the Original Indenture and not otherwise prohibited by the Act.

The Authority may, however, from time to time, sell, lease, pledge, encumber or otherwise dispose of individual items of real or personal property composing a part of the System which it determines are not necessary or desirable for the proper operation and maintenance of the System or the pledge or encumbrance of which does not materially interfere with the Authority's obligations under the Original Indenture; provided that any such disposition must be in accordance with the Contract.

Notwithstanding anything in the foregoing to the contrary, the Authority may sell or lease (including a lease with a term which exceeds the remaining economic useful life thereof) and lease back the System or any part thereof so long as such sale or lease is permitted by the Contract.

Insurance. The Authority has covenanted in the Original Indenture that so long as any of the Bonds issued thereunder are outstanding, it will carry, or cause to be carried, to the extent available, with a responsible insurance company or companies authorized to do business in Georgia, comprehensive public liability insurance, actuarially sound self-insurance and/or combinations thereof, including bodily injury insurance, on the System (including wrongful death) in a sum not less than $100,000,000 single limits per occurrence, occurring on the real property on which the System is located or incident to the operation of the System, including the construction of the System in like amounts.

The Authority has also covenanted that it will maintain such reasonable reserves for occupational and non-occupational disability claims as, together with such applicable insurance coverage as may then be in force and effect, will, in the determination of the Authority, be sufficient in amount for the payment of, discharge of, defense against, and final disposition of, any and all occupational and non-occupational disability claims, actions or judgments resulting from any accident or occurrence arising out of or in connection with the construction, operation or control by the Authority of the System. The Authority will carry or cause to be carried with a responsible insurance company or companies authorized to do business in Georgia, a blanket fidelity bond, in an amount consistent with good business practices and in any event not less than $500,000, on each Person authorized to sign or countersign checks on or otherwise request withdrawals of any of the funds created pursuant to the Original Indenture.

All insurance policies required by the Original Indenture, or copies thereof, will be held by the Trustee and will be open to inspection by Owners or their representatives at all reasonable times.

Additional Parity Bonds

The Authority may issue Bonds on a parity with all outstanding Bonds to refund all or any portion of any Bonds if either (i) the Trustee has received a certificate of an Authority Representative (A) setting forth the aggregate amount of Debt Service on the Bonds for the then current and each future Bond Year to and including the Bond Year next preceding the date of the latest maturity of any Bonds then outstanding (1) with respect to Bonds of all Series outstanding immediately prior to the date of authentication and delivery of such refunding Bonds, and (2) with respect to the Bonds of all Series to be outstanding immediately thereafter, and (B) demonstrate that the amount set forth for each Bond Year pursuant to (2) above is no greater than the amount set forth for such Bond Year pursuant to (1) above, or (ii) all outstanding Bonds (including Additional Bonds) are being refunded under arrangements which result in the Refunded Bonds being deemed paid under the Original Indenture.

The Authority may also issue Additional Bonds on a parity with the Bonds, if there is filed with the Trustee, among other things:

> (1) A certificate of an Authority Representative stating that, based upon reasonable assumptions, the total of all sums and amounts paid pursuant to the Contract and received by the Trustee in any period of 12 consecutive calendar months out of the 15 calendar months next preceding the authentication and delivery of such Additional Bonds (A) were at least equal to two times the aggregate amount of Total Debt Service of the Bonds during such period, and (B) are at least equal to two times the maximum aggregate amount of Total Debt Service of the Bonds which will become due in any Bond Year, commencing with the Bond Year in which the date of authentication and delivery of such Additional Bonds shall occur; and
>
> (2) An opinion of a Consultant setting forth its estimates of the total of all sums and amounts to be paid pursuant to the Contract and received by the Trustee in each Bond Year commencing with the Bond Year in which the date of authentication and delivery of such Additional Bonds occurs and ending with a Bond Year which may be not later than the Bond Year which includes the fifteenth anniversary of the authentication and delivery of such Additional Bonds, provided that in the event that any of the factors referred to in the next succeeding sentences exist, the period for which such estimates are set forth must include the Bond Year next succeeding the Bond Year or Years in which each such factor takes effect. In estimating such sums and amounts to be paid pursuant to the Contract and received by the

Trustee, the Consultant will take into account and reflect, among other things, the following factors: (A) any increase or decrease required or permitted by law and the Contract to be made in the rate of the sales and use tax or other excise tax which is levied pursuant to the Contract and assigned to the Authority for the benefit of the holders of the Bonds, (B) any increase or decrease required or permitted by law to be made in the properties or services which constitute the base on which said sales and use tax or other excise tax is levied, or (C) any other change in the levy or collection of said sales and use tax or other excise tax or any other factor known to the Consultant which might reasonably be expected in the opinion of the Consultant, to have the effect of materially increasing or reducing the sums and amounts to be paid pursuant to the Contract and received by the Trustee, from that which would be realized if such change or other factor were not to take place.

For the purpose of the certificates described in subparagraphs (1) and (2) above, in computing the aggregate amount of interest coming due in any Bond Year there will be deducted for any such Bond Year the amount of interest due in such Bond Year which is to be paid from Bond proceeds.

Other Obligations; Subordinate Indebtedness

The Authority has reserved the right to issue additional obligations payable from any or all of the revenues of the Authority on a parity with, or subordinate in lien to, the lien on the Trust Estate pledged under the Original Indenture, and any indenture or resolution securing such additional obligations may provide for their payment from any revenues of the System not required to be paid into the Bond Fund under the Original Indenture or not otherwise obligated under other obligations of the Authority, or, if payable from the amounts required to be deposited into the Revenue Fund, must meet the requirements for parity obligations set forth in the Original Indenture or are subordinate and junior in all respects to any Bonds issued under the Original Indenture. Furthermore, the Authority may purchase equipment trust certificates therefor as provided in Section 11 of the Act and such obligations will be payable as provided in Section 11 but must meet the requirements of the Original Indenture or must be junior and subordinate in all respects to the rights of the Owners of the Bonds with respect to payments made under the Contract and the TAVT.

Revenues and Funds

Funds and Accounts. The Original Indenture establishes the following Funds and Accounts to be held by the Trustee:

(1) a Revenue Fund;

(2) a Construction Fund with respect to each Series of Bonds, in which will be created a Cost of Issuance Account;

(3) a Bond Fund with respect to each Series of Bonds, in which will be created:

(i) an Interest Account,

(ii) a Credit Facility - Interest Account,

(iii) a Principal Account, and

(iv) a Credit Facility - Principal Account;

(4) a Reserve Fund with respect to each Series of Bonds; and

(5) a Rebate Fund with respect to each Series of Bonds.

The Original Indenture also creates a Bond Purchase Fund with respect to each relevant Series of Bonds bearing interest at a Short-Term Rate or Term Rate to be held by a Tender Agent, and which will be applied as provided in the Original Indenture.

Moneys To Be Held In Trust. All moneys required to be deposited with or paid to the Trustee for deposit into the Bond Fund (or account or accounts therein) or the Reserve Fund (or account or accounts therein) under any provision of the Original Indenture or of a Series Resolution or Supplemental Indenture, and all moneys withdrawn from the Bond Funds (or account or accounts therein) or the Reserve Fund (or account or accounts therein) and held by the Trustee, will be held by the Trustee, in trust, and such moneys (other than moneys held in the Rebate Fund or the Bond Purchase Fund) will, while so held, constitute part of the Trust Estate and be subject to the lien of the Original Indenture and will not be subject to lien or attachment by any creditor of the Authority. Moneys held for the payment of the Purchase Price of Bonds pursuant to the Original Indenture will not constitute part of the Trust Estate.

Revenue Fund. All Existing Contract payments received by the Trustee from the Fiscal Division will be deposited in the Revenue Fund. All Clayton Contract and TAVT payments received by the Trustee will be deposited in the Revenue Fund. Amounts on deposit in the Revenue Fund will be applied by the Trustee at least monthly for the following purposes in the following order of priority:

(i) to the respective accounts in the Bond Fund (A) for the payment of the principal of, premium, if any, and interest due on the Bonds or (B) to reimburse any Credit Provider for amounts paid under a Credit Facility for payment of the principal of, premium, if any, and interest due on Bonds or (C) to pay Hedge Payments or (D) to pay certain fees and expenses of the Trustee and Paying Agent as described in the Original Indenture;

(ii) to the respective accounts in the Reserve Fund, to make up any deficiency in the Reserve Fund Requirement therein and to pay any amounts due and owing to a Reserve Fund Credit Facility provider;

(iii) to the respective accounts in the Rebate Fund, the amounts required to be deposited therein under any Tax Agreement;

(iii-A) to the respective accounts in the Subordinate Bond Fund (x) for the payment of the principal of, premium, if any, and interest due on the Subordinate Bonds in an amount equal to Accrued Debt Service on the Subordinate Bonds, or (y) to reimburse any Credit Provider for amounts paid under a Credit Facility for payment of the principal of, premium, if any, and interest due on Subordinate Bonds;

(iv) to such other fund, account or purpose as may be specified by the Authority in a Series Resolution or Supplemental Indenture or in a Certified Resolution; and

(v) to the General Fund of the Authority to be used for any purpose permitted by law.

The Authority has reserved the right to make additional deposits into the Revenue Fund (including any account therein) from any lawfully available source, including, but not limited to, the proceeds of Refunding Bonds or of gifts, grants (whether governmental or private) or operating or other revenues.

Amounts to be transferred to the General Fund as described in subparagraph (v) above, and amounts remaining or subsequently deposited in the Revenue Fund after the deposits and transfers described above have been made and after payment of certain fees and expenses will be so transferred to the General Fund at least monthly.

To the extent there are insufficient amounts paid to the Trustee for the purposes described in subparagraphs (i) or (ii) above, such amounts will be applied pro rata among all outstanding Series of Bonds according to the respective amounts of Debt Service on such Series of Bonds accrued through the end of the current month.

Bond Fund. In addition to the amounts described under "*Revenue Fund*" to be deposited into the Bond Fund, there will also be deposited into the Bond Fund from time to time the following:

(i) all accrued interest with respect to Bonds of a Series, if any, and all capitalized interest with respect to Bonds of a Series financed with the proceeds of such Bonds will be deposited into the Interest Account for such Series within the Bond Fund; and

(ii) all other moneys received by the Trustee, including any amounts transferred by the Authority from its general operating account, under and pursuant to any of the provisions of the Original Indenture or Tax Agreements, when accompanied by directions that such moneys are to be paid into the Bond Fund.

Amounts on deposit in the Principal Account in the Bond Fund will be used to pay the principal of and premium, if any, on the Bonds, and amounts on deposit in the Interest Account in the Bond Fund will be used to pay the interest on the Bonds, in each event, subject to the provisions of the Original Indenture and the Tax Agreements.

Amounts on deposit in the Credit Facility - Principal Account will be used to pay the principal of and premium, if any, on the Bonds, and amounts on deposit in the Credit Facility - Interest Account in the Bond Fund will be used to pay interest on the Bonds, in each event subject to the provisions of the Original Indenture an the Tax Agreements.

After application as described above, the Trustee will retain from each monthly payment in a subaccount in the Bond Fund the aggregate of the following amounts:

(i) an amount sufficient to pay the charges and expenses of the Trustee and all fees and charges of the Paying Agent theretofore incurred and which will fall due on or prior to the next succeeding Interest Payment Date, and

(ii) such additional amount or amounts as the Authority may direct by Certified Resolution or by written order signed by an Authorized Authority Representative.

Such moneys retained in the Bond Fund by the Trustee will be used solely for the payment of the fees, charges and expenses of the Paying Agent and the Trustee.

Priority of Sources of Payment of Bonds. Funds for the payments of the principal of, premium, if any, and interest on Bonds of a Series will be derived from the following sources in the order or priority indicated:

(i) if applicable, from amounts on deposit in the Credit Facility Fund with respect to Bonds of a Series which is a direct-pay obligation (*i.e.,* which provides for draws thereunder prior to the payment of other available amounts);

(ii) from moneys paid into the Bond Fund from the Revenue Fund or otherwise as provided in the Original Indenture which will be applied to the payment of interest on the related Series of Bonds;

(iii) from all other amounts on deposit in the Bond Fund;

(iv) from the account in the Construction Fund established with respect to the related Series of Bonds;

(v) from amounts in the Reserve Fund; and

(vi) from amounts realized by the Trustee under any Credit Facility with respect to Bonds of a Series which is not a direct-pay obligation.

Reserve Fund. The Authority may create and establish with the Trustee a Reserve Fund and accounts therein or separate Reserve Funds with respect to any or all Series of Bonds issued under the Original Indenture as provided in the related Series Resolution or Supplemental Indenture including provisions allowing the Authority to meet any funding obligations with respect to such Reserve Fund by substituting a Reserve Fund Credit Facility for all or a part of the amounts required to be maintained in such Reserve Fund.

Rebate Fund; Rebate Requirement. A separate account in the Rebate Fund will be established with respect to each Series of Tax-Exempt Bonds which will be held and applied to satisfy the rebate requirements of Section 148 of the Code.

Moneys Remaining in Funds. Any amounts remaining in any funds and accounts established pursuant to the Original Indenture for a Series of Bonds or established under the Original Indenture after payment of the applicable Series of Bonds and reimbursement of the Credit Provider, if any, for any drawings on or payments under any applicable Credit Facility which were used to pay principal, premium, if any, or interest on such Bonds, the fees and expenses of the Trustee, the Paying Agent, the Authenticating Agent, the Registrar and all other amounts required to be paid under the Original Indenture and after repaying all amounts owed to the Credit Provider, if any, as a result of any draws on any Credit Facility and all other amounts required to be paid under the Original Indenture and under any applicable Reimbursement Agreement will be paid to the Authority; provided, however, such remaining amounts will be applied pro rata to any other Series of Bonds with respect to which amounts described in this paragraph are due and owing before any payment is made to the Authority.

Investments. Any moneys held as part of the Revenue Fund or a Bond Fund (or account therein) or a Reserve Fund will be invested and reinvested by the Trustee at the written direction of the Authority in Permitted Investments in accordance with the provisions of the Tax Agreements; provided, however, that moneys realized from any Credit Facility must be held uninvested or invested in Government Obligations maturing not later than the earlier of 30 days or the date needed for payment. Any such investments will be held by or under the control of the Trustee and will be deemed at all times a part of the fund or account or subaccount for which they were made. Moneys held for the payment of the Purchase Price of Bonds, or the payment of Bonds which have not been presented for payment by the

Owners thereof, will be held uninvested or invested in Government Obligations maturing not later than the earlier of 30 days or the date needed for payment.

The Trustee may make any and all investments permitted by the Original Indenture through its own bond department. The Trustee shall not be liable for any decreases or declines in the value of any investments.

Non-Presentment of Bonds

If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof or in the event any interest or premium payment thereon is unclaimed, if moneys sufficient to pay such Bond or interest or premium have been deposited in the related Bond Fund (or account therein), all liability of the Authority to the Owner thereof for the payment of such Bond or interest will forthwith cease, determine and be completely discharged, and thereupon it will be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bond, who thereafter will be restricted exclusively to such moneys for any claim of whatever nature on his part under the Original Indenture or on, or with respect to, said Bond. Subject to applicable law, any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds or such interest or premium, if any, within one year after the date on which the same became due will be paid by the Trustee to the Credit Provider, if any, to the extent of any moneys then due and owing to a Credit Provider under a related Reimbursement Agreement, and then to the Authority upon the written direction of an Authority Representative, and thereafter Owners will be entitled to look only to the Authority for payment, and then only to the extent of the amount so repaid to the Credit Provider and the Authority, and the Authority will not be liable for any interest thereon and will not be regarded as a trustee of such moneys and the Trustee will have no further responsibility with respect to such moneys.

Events of Default; Remedies

Defaults; Events of Default. The occurrence of any of the following events is defined as and declared to be and to constitute an Event of Default under the Original Indenture:

(a) Failure to make payment of any installment of interest upon any Bond when the same becomes due and payable;

(b) Failure to make due and punctual payment of the principal of and premium, if any, on any Bond at the stated maturity thereof, or upon redemption thereof or upon the maturity thereof by declaration;

(c) The Trustee receives written notice from a Credit Provider that an "Event of Default" has occurred and is continuing under its Reimbursement Agreement with respect to a Series of Bonds and directing the Trustee to declare the principal of all Bonds of the related Series then outstanding and the interest accrued thereon to the date of such declaration immediately due and payable;

(d) At any time while a Credit Facility or Alternate Credit Facility constituting a letter of credit is in effect with respect to the Bonds of such Series, written notice of nonreinstatement of amounts drawn under such Credit Facility to pay interest on such Bonds or the interest portion of the Purchase Price thereof is given by the Credit Provider thereof to the Trustee within the time specified in the Credit Facility or the related Series Resolution or Supplemental Indenture;

(e) The Authority defaults in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in the Bonds, in the Original Indenture or in the related Series Resolution on its part to be performed, and such default continues for 30 days after written notice specifying such default and requiring the same to be remedied has been given to the Authority by the Trustee (which may give such notice whenever it determines that such a default is subsisting and must give such notice at the written request of the Owners of not less than 25% in principal amount of the Bonds then outstanding);

(f) If the Authority institutes proceedings to be adjudicated a bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it, or files a petition or answer or consent seeking reorganization or relief under the Bankruptcy Code or any other similar applicable federal or state law, or consents to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee or sequestrator (or other similar official) of the Authority or of any substantial part of its property, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

(g) Any sum payable to the Authority under the terms of the Contract is attached or taken in custody under any court process; or

(h) Any of the Participating Local Governments defaults in the making of the payments under the Contract, whether voluntarily or involuntarily; or any of said governments is enjoined or otherwise prevented from collecting the moneys necessary to make said payments; or the State Revenue Commissioner fails diligently to collect and apply the sales and use tax levied pursuant to the Act or to promptly pay the sales tax moneys collected by him to the Fiscal Division under Section 25(d) of the Act; or the Fiscal Division fails to cause the said moneys to be credited to the special fund established by said Section 25(d); or the Fiscal Division voluntarily or involuntarily, fails to pay to the Authority (at the office of the Trustee) the amounts in said fund in accordance with Section 2(c) of the Contract and the Original Indenture; or the Contract is held void or unenforceable in any respect material to the security of the Bonds; or for any other reason the Contract, amended only as in the Original Indenture permitted, is not performed by each and every party thereto strictly in accordance with its terms, insofar as material to the interests of the Owners.

Acceleration. Upon the occurrence of an Event of Default described in subparagraphs (c) or (d) above, the Trustee will, with respect to the Bonds of the Series as to which such Event of Default has occurred, and upon the occurrence of any other Event of Default described above, the Trustee may, and upon the written request of the Owners of more than 25% in aggregate principal amount of all Bonds then outstanding or the Credit Provider with respect to any Series of Bonds must, by notice in writing delivered to the Authority, declare the principal of all Bonds then outstanding and the interest accrued thereon to the date of such declaration immediately due and payable, and such principal and interest will thereupon become and be immediately due and payable. Upon any such declaration, the Trustee will declare all indebtedness payable under the Original Indenture to be immediately due and payable and may exercise and enforce such rights as exist under the Original Indenture. The above provisions are subject to waiver, rescission and annulment as provided in the Original Indenture.

Remedies; Rights of Owners. Upon the occurrence and continuation of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the related Bonds then outstanding, and to realize upon any Credit Facility or Alternate Credit Facility then in effect, and to enforce and compel the performance of the duties and obligations of the Authority as set forth in the Original Indenture or for the specific performance of any covenant or agreement contained in the Contract, required by the Original Indenture or in the Act.

If an Event of Default occurs and is continuing and if requested to do so by the Owners of not less than 25% in aggregate principal amount of Bonds then outstanding and indemnified as provided in the Original Indenture, the Trustee is obliged to exercise such one or more of the rights and powers conferred by the Original Indenture as the Trustee being advised by Counsel may deem most expedient in the interests of the Owners.

No remedy by the terms of the Original Indenture conferred upon or reserved to the Trustee (or to the Owners) is intended to be exclusive of any other remedy, but each and every such remedy is cumulative and is in addition to any other remedy given to the Trustee or to the Owners under the Original Indenture or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any Event of Default will impair any such right, power or remedy or be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default, whether by the Trustee or by the Owners, will extend to or affect any subsequent Event of Default or impair any rights or remedies consequent thereon.

Right of Owners to Direct Proceedings. Anything in the Original Indenture to the contrary notwithstanding, the Owners of not less than a majority in aggregate principal amount of the Bonds then outstanding have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Original Indenture, or for the appointment of a receiver or any other proceedings under the Original Indenture; provided, that such direction may not be otherwise than in accordance with the provisions of law and of the Original Indenture and the Trustee must be indemnified to its satisfaction against the costs, expenses and liabilities to be incurred thereby.

Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of the Original Indenture will, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and its Counsel, be deposited in the Revenue Fund and will be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority of any kind, ratably, according to the amounts due and payable on such Bonds for principal, premium, if any, and interest, respectively, to the persons entitled thereto without any discrimination or privilege, without preference or priority of any kind, ratably, according to the amounts due and payable on such Bonds for principal, premium, if any, and interest, respectively, to the Persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the Original Indenture as described herein, such moneys will be applied at such times, and from time to time, as the Trustee may determine. Whenever the Trustee applies such moneys, it will fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date will cease to accrue. The Trustee will give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date.

Rights and Remedies of Owners. No Owner of any Bond has any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Original Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy thereunder, unless (i) a default has occurred of which the Trustee is deemed to have notice or has been notified as provided in the Original Indenture, (ii) such default has become an Event of Default and is continuing, (iii) the Owners of more than 25% in aggregate principal amount of the Bonds then outstanding have made written request to the Trustee either to proceed to exercise the powers granted in the Original Indenture or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in the Original Indenture, and (iv) the Trustee, for 60 days after such notice, request and offer of indemnity, has failed or refused to exercise the powers granted in the Original Indenture, or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are in every case at the option of the Trustee conditions precedent to the execution of the powers and trusts of the Original Indenture, and to any action or cause of action for the enforcement of the Original Indenture, or for the appointment of a receiver or for any other remedy thereunder. No one or more Owners of the Bonds have any right in any manner whatsoever to enforce any right under the Original Indenture except in the manner therein provided, and all proceedings at law or in equity must be instituted, had and maintained in the manner provided in the Original Indenture and for the benefit of the Owners of the Bonds then outstanding in accordance with the priorities provided in the Original Indenture. Nothing contained in the Original Indenture, however, will affect or impair the right of any Owner to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof.

Supplemental Indentures

Without Owner Consent. The Authority and the Trustee may, without the consent of, or notice to, any of the Owners but with notice to (but not consent of) each Credit Provider, enter into an indenture or indentures supplemental to the Original Indenture for any one or more of the following purposes:

(a) to add to the covenants and agreements of, and limitations and restrictions upon, the Authority in the Original Indenture, other covenants, agreements, limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with the Original Indenture as theretofore in effect;

(b) to grant to or confer or impose upon the Trustee for the benefit of the Owners any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with the Original Indenture as theretofore in effect;

(c) to cure any ambiguity or omission or to cure, correct or supplement any defective provision of the Original Indenture, in each case in such manner as will not adversely affect the Owners or any Credit Provider;

(d) to evidence the appointment of any agent of the Trustee pursuant to the Original Indenture or a separate Trustee or a co-trustee or to evidence the succession of a new Trustee under the Original Indenture;

(e) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended;

(f) to subject to the Original Indenture additional revenues, properties or collateral;

(g) to conform to or permit compliance with the terms and provisions of any Credit Facility or Alternate Credit Facility, including the sources, priorities and retentions of funds as contemplated by the Original Indenture;

(h) to qualify any series of Bonds for a rating by Moody's, S&P or Fitch in the Rating Category assigned at such time by such rating agency to obligations of political subdivisions or similar issuers supported by any Credit Facility then in effect or to make revisions required by the rating agency then rating the Bonds to maintain an investment grade rating;

(i) to modify, delete or supplement any provision, term or requirement relating to the Tax-Exempt Bonds to the extent deemed necessary or desirable further to protect or assure the exclusion from federal gross income of interest on such Bonds;

(j) to provide for the issuance of any or each Series of Bonds pursuant to the provisions of the Original Indenture;

(k) to add to the System as defined in the Original Indenture further legally authorized transportation and related facilities as authorized from time to time by the Act and the Contract; or

(l) to modify, alter, amend or supplement the Original Indenture in any other respect which is not materially adverse to the Owners or any Credit Provider and which does not involve a change described in subparagraphs (a), (b), (c), (d) or (e) under "*Consent of Owners and Credit Providers Required*" and which, in the judgment of the Trustee, is not to the prejudice of the Trustee.

(m) to discontinue or provide for changes to or from the Book-Entry System.

Prior to execution of any such supplemental indenture, the Trustee must receive a Favorable Opinion of Bond Counsel.

Consent of Owners and Credit Providers Required. Exclusive of supplemental indentures described under the immediately preceding caption, and subject to the terms and provisions of the Original Indenture, each Credit Provider and the Owners of not less a majority of aggregate principal amount of Bonds then outstanding will have the right, from time to time, anything contained in the Original Indenture to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Trustee of such other indenture or indentures supplemental to the Original Indenture for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained therein; provided, however, that nothing will permit or be construed to permit, without the consent of each Credit Provider and the Owners of all Bonds outstanding, (a) an extension of the maturity date of the principal of or the interest on any Bond, or (b) a reduction in the principal amount of, or premium, if any, on any Bond or the rate of interest thereon, or (c) an adverse change in the rights of the Owners of the Bonds to demand the purchase thereof pursuant to the Original Indenture, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (e) a reduction in the aggregate principal amount of the Bonds the Owners of which are required to consent to such supplemental indenture; provided, further, however, a Credit Provider and the Owners of the Bonds secured by the related Credit Facility may agree that such Credit Provider may act on behalf of such Owners without the consent of the Owners of such Bonds so long as such Credit Facility is in full force and effect.

If at any time the Authority requests the Trustee to enter into any such supplemental indenture for any of the purposes described in the preceding paragraph, the Trustee will cause notice of the proposed execution of such supplemental indenture to be delivered to each Credit Provider and to be mailed to affected Owners in substantially the manner provided in the Original Indenture with respect to redemption of Bonds, briefly setting forth the nature of the proposed supplemental indenture and stating that copies thereof are on file at the Principal Office of the Trustee for inspection by all affected Owners. If, within 60 days or such longer period of time as may be prescribed by the Authority following the mailing of such notice, each Credit Provider and the Owners of not less than a majority of aggregate principal amount of Bonds then outstanding or the Owners of all Bonds then outstanding, as the case may be, at the time of the execution of any such supplemental indenture have consented to and approved the execution thereof as provided in the Original Indenture, no Owner of any Bond will have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture, the Original Indenture will be and be deemed to be modified and amended in accordance therewith.

The Trustee must receive a Favorable Opinion of Bond Counsel with respect to any such supplemental indenture.

Defeasance

Discharge of Indebtedness. If the Authority (a) pays or causes to be paid, or is otherwise paid or provision for payment is made to or for the Owners of the Bonds of the principal, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and the Purchase Price thereof, (b) keeps, performs and observes all and singular the covenants and promises in the Bonds and in the Original Indenture expressed as to be kept, performed and observed by it or on its part, and (c) pays or causes to be paid to the Trustee and any Credit Provider all sums of money due or to become due according to the provisions of the Original Indenture and any related Reimbursement Agreement, then the Original Indenture and the liens, rights and interests created thereby will cease, determine and become null and void (except as to any surviving rights of payment, registration, transfer or exchange of Bonds provided for in the Original Indenture and except that the rights and obligations of the Trustee under the Tax Agreements will also continue), and thereupon the Trustee will cancel and discharge the Original Indenture, and execute and deliver to the Authority such instruments in writing as may be requisite to discharge the Original Indenture, and release, assign and deliver to the Authority any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee or otherwise subject to the Original Indenture, except any amounts in the Bond Fund required to be paid to the Authority or any Credit Provider and any Tender Agent and except moneys or securities held by the Trustee for the payment of the principal of, premium, if any, and interest on, and Purchase Price of, the Bonds and except any Credit Facility which will be returned to the Credit Provider thereof for cancellation.

Any Bond or Authorized Denomination thereof will be deemed to be paid within the meaning of the Original Indenture when (a) payment of the principal of and premium, if any, on such Bond or Authorized Denomination thereof, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption) either (i) has been made or caused to be made in accordance with the terms thereof, or (ii) has been provided for by irrevocably depositing with the Trustee in trust exclusively for such payment on such due date (A) moneys sufficient to make such payment and/or (B) noncallable Government Obligations maturing as to the principal and interest in such amount and at such time as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Trustee pertaining to any such deposit have been paid or the payment thereof provided for to the satisfaction of the Trustee and (c) with respect to any Bonds secured by a Credit Facility, the Authority shall have given to the Trustee in form satisfactory to the Trustee an opinion of nationally recognized Counsel experienced in bankruptcy matters, which opinion shall be satisfactory to the rating agency then providing the rating for such Bonds (if any), to the effect that the application of such moneys will not constitute a voidable preference in the event of the occurrence of a filing of a petition in bankruptcy by or against the Authority or the commencement of proceedings by or against the Authority under the Bankruptcy Code. At such times as a Bond or Authorized Denomination thereof is deemed to be paid under the Original Indenture, such Bond or Authorized Denomination thereof will no longer be secured by or entitled to the benefits of the Original Indenture. Each deposit described in clause (a)(ii)(B) above must be accompanied by (x) a Favorable Opinion of Bond Counsel and (y) a certificate, letter or report from an independent public accountant (who may be the independent public accountant for the Authority) to the effect that the Government Obligations on deposit will mature as to principal and interest in such amount and at such time as will, together with any moneys on deposit, insure the availability of sufficient moneys to make the specified payments of principal of, and premium, if any, and interest on the Bonds to which such deposit relates.

Notwithstanding the foregoing paragraph, in the case of a Bond or Authorized Denomination thereof which by its terms may be tendered for purchase, no such due date in connection with a deposit described in clause (a)(ii) of the foregoing paragraph may be after the earliest date upon which such Bond may be tendered for purchase. Notwithstanding the foregoing paragraph, in the case of a Bond or Authorized Denomination thereof which by its term may be redeemed prior to the stated maturity thereof, no deposit as described in clause (a)(ii) of the immediately preceding paragraph will be deemed a payment of such Bond or Authorized Denomination thereof as aforesaid until: (a) proper notice of redemption of such Bond or Authorized Denomination thereof has been given in accordance with the Original Indenture, or in the event said Bond or Authorized Denomination thereof is not to be redeemed within the next succeeding 60 days, until the Authority has given the Trustee irrevocable instructions to notify, as soon as practicable, the Owner of such Bond or Authorized Denomination thereof in accordance with the Original Indenture, that the deposit described in clause (a)(ii) above has been made with the Trustee and that said Bond or Authorized Denomination thereof is deemed to have been paid in accordance with the Original Indenture and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable premium, if any, on said Bond or Authorized Denomination thereof, plus interest thereon to the due date thereof, or (b) the maturity of such Bond or Authorized Denomination thereof.

Notwithstanding any provision of any other Article of the Original Indenture which may be contrary to the provisions of the Original Indenture described under this caption, all moneys or noncallable Government Obligations set aside and held in trust pursuant to the provisions of the Original Indenture described herein for the payment of Bonds or authorized denominations thereof (including interest and premium thereon, if any) must be applied to and used solely for the payment of the particular Bonds or authorized denominations thereof (including interest and premium thereon, if any) with respect to which such moneys and Government Obligations have been so set aside in trust.

Payment of Bonds After Discharge. Notwithstanding the discharge of the lien of the Original Indenture as described above, the Trustee nevertheless will retain such rights, powers and duties thereunder as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer, exchange and replacement of Bonds as provided therein.

Termination of Authority's Liability. Upon the cancellation and discharge of the Original Indenture as provided therein, or upon the deposit with the Trustee of sufficient moneys or Government

Obligations (such sufficiency being determined as provided in the Original Indenture) for the retirement of any particular Bond or Bonds, all liability of the Authority in respect of such Bond or Bonds will cease, determine and be completely discharged and the Owners thereof will thereafter be entitled only to payment out of the money and the proceeds of the Government Obligations deposited with the Trustee as aforesaid for their payment.

Books, Records and Financial Statements. Under the Original Indenture, the Authority shall at all times maintain proper books and records in which all receipts and revenues and disbursements and expenses are recorded in conformity with generally accepted accounting principles and which will comply with Section 16 of the Act. The Authority further covenants that within 180 days after the close of each fiscal year, it shall cause an audit to be completed of its financial statements for the preceding fiscal year by an independent certified public accountant. Such financial statements shall be prepared in conformity with generally accepted accounting principles and with generally accepted auditing standards. Copies of such audited financial statements shall be furnished to the Participating Local Governments upon request by such Persons. The Authority will also furnish to the Trustee a letter from the independent certified public accountant as to any default by the Authority in the performance or the fulfillment of any financial covenant, agreement or condition contained in the Original Indenture, which default remains uncured at the date of such letter, specifying in such letter such default or defaults and the nature thereof, it being understood that such independent certified public accountant shall not be liable directly or indirectly for failure to obtain knowledge of any such default or defaults.

THE FIRST SUPPLEMENTAL TRUST INDENTURE

The Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Commercial Paper Bond Anticipation Notes (Third Indenture Series), Series 2004A and the Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Commercial Paper Bond Anticipation Notes (Third Indenture Series), Series 2004B were defeased on September 25, 2007, by proceeds of the Series 2007B Bonds. For purposes of the Indenture, no Series 2004 Notes remain outstanding.

THE SECOND SUPPLEMENTAL TRUST INDENTURE

The Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2006A were refunded with a portion of the proceeds of the Series 2016A Bonds. For purposes of the Indenture, no Series 2006A Bonds remain outstanding.

THE THIRD SUPPLEMENTAL TRUST INDENTURE

For purposes of the Indenture, no Series 2005A Bonds remain outstanding.

THE FOURTH SUPPLEMENTAL TRUST INDENTURE

The Series 2007A Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Fourth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2007A Construction Fund:

(A) Cost of Issuance Account.

(2) The Series 2007A Bond Fund:

(A) Interest Account; and
(B) Principal Account.

(3) The Series 2007A Reserve Fund.

Establishment of the Series 2007A Reserve Fund. Pursuant to the Indenture, the Authority has established a Reserve Fund with respect to the Series 2007A Bonds to be held by the Trustee and applied as provided in the Indenture. There will be deposited into the Series 2007A Reserve Fund an amount equal to the Series 2007A Reserve Fund Requirement and other amounts transferred, if any, to the Series 2007A Reserve Fund pursuant to the Indenture. The Authority may, in accordance with a Series Resolution or Supplemental Indenture, elect to extend the benefits of the Series 2007A Reserve Fund to any other Bonds issued under the Indenture so long as the Reserve Fund Requirement for those Bonds is the same as the Series 2007A Reserve Fund Requirement. Upon the issuance of any other Bonds that the Authority elects to be secured by the Series 2007A Reserve Fund, the Authority will cause amounts to be deposited in the Series 2007A Reserve Fund sufficient to satisfy the Series 2007A Reserve Fund Requirement for such Bonds and the Series 2007A Bonds.

Use of Moneys in the Series 2007A Reserve Fund.

(a) Moneys on deposit in the Series 2007A Reserve Fund will be transferred to the appropriate account in the Bond Fund relating to the Series 2007A Bonds or any other Series of Bonds secured thereby without any direction from the Authority (i) on any Interest Payment Date or Principal Payment Date for such Bonds to the extent amounts on deposit in such Bond Fund or Funds are insufficient to pay the principal of or interest due on such Bonds on such date and, if the related Bonds are secured by a Credit Facility, to reimburse the Credit Provider for amounts paid under the Credit Facility for payment of the principal of or interest due on such Bonds and (ii) used to reimburse each Reserve Fund Credit Provider for amounts drawn under the related Reserve Fund Credit Facility, if any. Moneys on deposit in the Series 2007A Reserve Fund will be transferred to the Bond Fund or Funds relating to the same Bonds at the direction of the Authority for the purpose of paying the last maturing principal of such Bonds on a Principal Payment Date or if the related Supplemental Indenture or Series Resolution regarding optional or mandatory redemption (other than redemption from Sinking Fund Payments) for redemption of such Series of Bonds. If a Reserve Fund Credit Facility is delivered to the Trustee for deposit in the Series 2007A Reserve Fund and it is necessary to use money in the Series 2007A Reserve Fund to satisfy a deficiency in the applicable Bond Fund, the Trustee will first use any moneys or securities on deposit in the Series 2007A Reserve Fund to satisfy such deficiency and second, draw on the Reserve Fund Credit Facility or Reserve Fund Credit Facilities in a timely manner and pursuant to the terms of such Reserve Fund Credit Facility to the extent necessary to satisfy any remaining deficiency. Amounts drawn under any Reserve Fund Credit Facility will be deposited in the applicable Bond Fund and the applicable account or accounts therein. Any moneys or securities transferred to replenish the Series 2007A Reserve Fund following a withdrawal from the Series 2007A Reserve Fund will be used first to reimburse the Reserve Fund Credit Provider for amounts drawn on the related Reserve Fund Credit Facility and second to replenish any moneys or securities withdrawn from the Series 2007A Reserve Fund. If more than one Reserve Fund Credit Facility is on deposit in the Series 2007A Reserve Fund, any draws on such Reserve Fund Credit Facilities will be pro-rata and any reimbursement will be pro-rata, but only to the extent the Reserve Fund Credit Providers honored such draws.

(b) Moneys in the Series 2007A Reserve Fund (including the face amount of any Reserve Fund Credit Facility) will at all times be maintained in an aggregate amount not less than the

Series 2007A Reserve Fund Requirement. During any period when the amount on deposit in the Series 2007A Reserve Fund (including the face amount of any Reserve Fund Credit Facility) is less than the Series 2007A Reserve Fund Requirement, all income from the investment of moneys in the Series 2007A Reserve Fund will be retained therein, and the Authority will restore any remaining deficiency from the first available amounts paid under the Contract transferred in the order of priority described in the Indenture.

(c) If at any time the amount on deposit in the Series 2007A Reserve Fund exceeds the Series 2007A Reserve Fund Requirement, the Trustee will, at the direction of the Authority, transfer the amount by which the amount of money on deposit in the Series 2007A Reserve Fund exceeds the Series 2007A Reserve Fund Requirement to the related Bond Fund, if the Authority's direction is accompanied by a Favorable Opinion of Bond Counsel to the effect that such transfer will not adversely affect the excludability from gross income of the Owners of the interest on Tax-Exempt Bonds.

(d) In lieu of making a deposit to the Series 2007A Reserve Fund in compliance with the Indenture, or in replacement of moneys then on deposit in the Series 2007A Reserve Fund, the Authority may deliver to the Trustee a Reserve Fund Credit Facility in an amount which, together with moneys, Government Obligations or other Reserve Fund Credit Facilities on deposit in the Series 2007A Reserve Fund, equals or exceeds the Series 2007A Reserve Fund Requirement. Prior to the substitution of a Reserve Fund Credit Facility for moneys, Government Obligations or other Reserve Fund Credit Facilities, the Authority will deliver to the Trustee each of the following: (i) an opinion of Counsel to the effect that the Reserve Fund Credit Facility is a valid and binding obligation of the provider of such Reserve Fund Credit Facility, enforceable in accordance with its terms (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency and similar laws affecting rights and remedies of creditors); (ii) an opinion of Bond Counsel to the effect that the substitution of such Reserve Fund Credit Facility and the application of moneys and Government Obligations then on deposit in the Series 2007A Reserve Fund in and of itself, will not adversely affect the exclusion from gross income of the Owners thereof of interest on the Tax-Exempt Bonds; and (iii) written confirmation from Moody's, if the related Bonds are rated by Moody's, from S&P, if the related Bonds are rated by S&P and from Fitch if the related Bonds are rated by Fitch, that such substitution, in and of itself, will not adversely affect the existing ratings of the related Bonds. At least three months prior to the stated expiration of such Reserve Fund Credit Facility, the Authority will either (i) provide for delivery of a replacement Reserve Fund Credit Facility meeting the requirements of this subparagraph (d) or (ii) deliver an extension of the Reserve Fund Credit Facility for at least an additional year. Upon delivery of a replacement Reserve Fund Credit Facility, the Trustee will deliver the then-effective Reserve Fund Credit Facility to or upon the order of the Authority. If the Authority fails to deposit a replacement Reserve Fund Credit Facility or extend the existing Reserve Fund Credit Facility, the Trustee will immediately commence to make monthly deposits from the Revenue Fund in accordance with the priority set forth in the Indenture, so that an amount equal to the Series 2007A Reserve Fund Requirement is on deposit in the Reserve Fund at all times. A deficiency will be deemed to exist with respect to the Series 2007A Reserve Fund Requirement so long as there has been a draw on the Reserve Fund Credit Facility and the issuer of the Reserve Fund Credit Facility has not been reimbursed in accordance with the terms of the Reserve Fund Credit Facility.

Security for the Series 2007A Bonds. The Series 2007A Bonds will be issued pursuant to the Indenture and the Bond Resolution and shall be equally and ratably secured under the Indenture and the Bond Resolution with the outstanding Series 2007A Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE FIFTH SUPPLEMENTAL TRUST INDENTURE

The Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2007B have been refunded in their entirety. For purposes of the Indenture, no Series 2007B Bonds remain outstanding.

THE AMENDED AND RESTATED SIXTH SUPPLEMENTAL TRUST INDENTURE

The Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2007C and the Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2007D have been refunded in their entirety. For purposes of the Indenture, no Series 2007C or Series 2007D Notes remain outstanding.

THE SEVENTH SUPPLEMENTAL TRUST INDENTURE

The Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series), Series 2009A have been refunded in their entirety. For purposes of the Indenture, no Series 2009A Bonds remain outstanding.

THE EIGHTH SUPPLEMENTAL TRUST INDENTURE

The Series 2012A Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Eighth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2012A Construction Fund

- (A) Capital Account
- (B) Cost of Issuance Account

(2) The Series 2012A Bond Fund:

- (A) Interest Account; and
- (B) Principal Account.

Security for the Series 2012A Bonds. The Series 2012A Bonds were issued pursuant to the Indenture and the Series 2012 Bond Resolution and are equally and ratably secured under the Indenture and the Series 2012 Bond Resolution with the outstanding Series 2012A Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

The Series 2012B Bonds

For purposes of the Indenture, no Series 2012B Bonds remain outstanding.

THE NINTH SUPPLEMENTAL TRUST INDENTURE

A portion of the Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2012C-1, Series 2012C-2 and Series 2012D-1 were refunded with a portion of the proceeds of the Series 2012A Bonds. A portion of the Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Commercial Paper Notes (Third Indenture Series), Series 2012C-1, Series 2012C-1, Series 2012D-1 and Series 2012D-2 were refunded with a portion of the proceeds from the Series 2014A Bonds. For purposes of the Indenture, no Series 2012C-1 Notes, Series 2012C-2 Notes, Series 2012D-1 Notes or Series 2012D-2 Notes remain outstanding.

THE TENTH SUPPLEMENTAL TRUST INDENTURE

The Series 2013A Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Tenth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(4) The Series 2013A Construction Fund

(A) Capital Account
(B) Cost of Issuance Account

(5) The Series 2013A Bond Fund:

(A) Interest Account; and
(B) Principal Account.

Security for the Series 2013A Bonds. The Series 2013A Bonds were issued pursuant to the Indenture and the Series 2013A Bond Resolution and are equally and ratably secured under the Indenture and the Series 2013A Bond Resolution with the outstanding Series 2013A Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE ELEVENTH SUPPLEMENTAL TRUST INDENTURE

The Series 2014A Bonds

For purposes of the Indenture, no Series 2014A Bonds remain outstanding.

THE TWELFTH SUPPLEMENTAL TRUST INDENTURE

The Series 2015A Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Twelfth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2015A Construction Fund

(A) Capital Account
(B) Cost of Issuance Account

(2) The Series 2015A Bond Fund:

(A) Interest Account; and
(B) Principal Account.

Security for the Series 2015A Bonds. The Series 2015A Bonds were issued pursuant to the Indenture and the Series 2015A Bond Resolution and are equally and ratably secured under the Indenture and the Series 2015A Bond Resolution with the outstanding Series 2015A Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE THIRTEENTH SUPPLEMENTAL TRUST INDENTURE

The Series 2015B and 2015C Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Thirteenth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2015B Construction Fund

(A) Capital Account; and
(B) Cost of Issuance Account

(2) The Series 2015C Construction Fund.

(A) Cost of Issuance Account

(3) The Series 2015B Bond Fund:

(A) Interest Account; and
(B) Principal Account.

(4) The Series 2015C Bond Fund:

(A) Interest Account; and
(B) Principal Account.

Security for the Series 2015B and 2015C Bonds. The Series 2015B and 2015C Bonds were issued pursuant to the Indenture and the Series 2015B and 2015C Bond Resolution and are equally and ratably secured under the Indenture and the Series 2015B and 2015C Bond Resolution with the outstanding Series 2015B and 2015C Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE FOURTEENTH SUPPLEMENTAL TRUST INDENTURE

The Series 2016B Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Fourteenth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2016B Construction Fund.

(A) Cost of Issuance Account

(2) The Series 2016B Bond Fund:

(A) Interest Account; and
(B) Principal Account.

Security for the Series 2016B Bonds. The Series 2016B Bonds were issued pursuant to the Indenture and the Series 2016B Bond Resolution and are equally and ratably secured under the Indenture and the Series 2016B Bond Resolution with the outstanding Series 2016B Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE FIFTEENTH SUPPLEMENTAL TRUST INDENTURE

The Series 2016A Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Fifteenth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2016A Construction Fund.

(A) Cost of Issuance Account

(2) The Series 2016A Bond Fund:

(A) Interest Account; and
(B) Principal Account.

Security for the Series 2016A Bonds. The Series 2016A Bonds were issued pursuant to the Indenture and the Series 2016A Bond Resolution and are equally and ratably secured under the Indenture and the Series 2016A Bond Resolution with the outstanding Series 2016A Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE SIXTEENTH SUPPLEMENTAL TRUST INDENTURE

The Series 2017A Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Sixteenth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2017A Construction Fund.

(A) Capital Account; and
(B) Cost of Issuance Account

(2) The Series 2017A Bond Fund:

(A) Interest Account; and
(B) Principal Account.

Security for the Series 2017A Bonds. The Series 2017A Bonds were issued pursuant to the Indenture and the Series 2017A Bond Resolution and are equally and ratably secured under the Indenture and the Series 2017A Bond Resolution with the outstanding Series 2017A Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE SEVENTEENTH SUPPLEMENTAL TRUST INDENTURE

The Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2017B were refunded with the proceeds of the Series 2018A Bonds and no Series 2017B Bonds remain outstanding.

THE EIGHTEENTH SUPPLEMENTAL TRUST INDENTURE

The Series 2017C Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Eighteenth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2017C Construction Fund.

(A) Capital Account.
(B) Costs of Issuance Account.

(2) The Series 2017C Bond Fund:

(A) Interest Account; and
(B) Principal Account.

Security for the Series 2017C Bonds. The Series 2017C Bonds were issued pursuant to the Indenture and the Series 2017C Bond Resolution and are equally and ratably secured under the Indenture and the Series 2017C Bond Resolution with the outstanding Series 2017C Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE NINETEENTH SUPPLEMENTAL TRUST INDENTURE

The Series 2017D Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Nineteenth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2017D Construction Fund.

(A) Costs of Issuance Account.

(2) The Series 2017D Bond Fund:

(A) Interest Account; and
(B) Principal Account.

Security for the Series 2017D Bonds. The Series 2017D Bonds were issued pursuant to the Indenture and the Series 2017D Bond Resolution and are equally and ratably secured under the Indenture and the Series 2017D Bond Resolution with the outstanding Series 2017D Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE TWENTIETH SUPPLEMENTAL TRUST INDENTURE

The Series 2018A Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Twentieth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2018A Construction Fund.

(A) Costs of Issuance Account.

(2) The Series 2018A Bond Fund:

(A) Interest Account; and
(B) Principal Account.

Security for the Series 2018A Bonds. The Series 2018A Bonds were issued pursuant to the Indenture and the Series 2018A Bond Resolution and are equally and ratably secured under the Indenture and the Series 2018A Bond Resolution with the outstanding Series 2018A Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE TWENTY-FIRST SUPPLEMENTAL TRUST INDENTURE

The Series 2018B Bonds

For purposes of the Indenture, no Series 2018B Bonds remain outstanding.

THE TWENTY-SECOND SUPPLEMENTAL TRUST INDENTURE

The Series 2019A Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Twenty-Second Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2019A Construction Fund.

(A) Capital Account; and
(B) Costs of Issuance Account.

(2) The Series 2019A Bond Fund:

(A) Interest Account; and
(B) Principal Account.

Security for the Series 2019A Bonds. The Series 2019A Bonds were issued pursuant to the Indenture and the Series 2019A Bond Resolution and are equally and ratably secured under the Indenture and the Series 2019A Bond Resolution with the outstanding Series 2019A Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE TWENTY-THIRD SUPPLEMENTAL TRUST INDENTURE

The Series 2020A Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Twenty-Third Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2020A Construction Fund.

(A) Capital Account; and
(B) Costs of Issuance Account.

(2) The Series 2020A Bond Fund:

(A) Interest Account; and
(B) Principal Account.

Security for the Series 2020A Bonds. The Series 2020A Bonds were issued pursuant to the Indenture and the Series 2020A Bond Resolution and are equally and ratably secured under the Indenture and the Series 2020A Bond Resolution with the outstanding Series 2020A Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE TWENTY-FOURTH SUPPLEMENTAL TRUST INDENTURE

The Series 2020B Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Twenty-Fourth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2020B Construction Fund.

 (A) Costs of Issuance Account.

(2) The Series 2020B Bond Fund:

 (A) Interest Account; and
 (B) Principal Account.

Security for the Series 2020B Bonds. The Series 2020B Bonds were issued pursuant to the Indenture and the Series 2020B Bond Resolution and are equally and ratably secured under the Indenture and the Series 2020B Bond Resolution with the outstanding Series 2020B Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE TWENTY-FIFTH SUPPLEMENTAL TRUST INDENTURE

The Series 2021A Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Twenty-Fifth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2021A Construction Fund.

 (A) Costs of Issuance Account.

(2) The Series 2021A Bond Fund:

 (A) Interest Account; and
 (B) Principal Account.

Security for the Series 2021A Bonds. The Series 2021A Bonds were issued pursuant to the Indenture and the Series 2021A Bond Resolution and are equally and ratably secured under the Indenture and the Series 2021A Bond Resolution with the outstanding Series 2021A Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE TWENTY-SIXTH SUPPLEMENTAL TRUST INDENTURE

The Series 2021B Notes

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, Twenty-Sixth Supplemental Trust Indenture, the Authority established with the Trustee a Subordinate Bond Fund with respect to each series of Subordinate Bonds, in which was created:

(A) an Interest Account, and
(B) a Principal Account.

Pursuant to the Indenture, the Twenty-Sixth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2021B Construction Fund.

(A) Series 2021B Notes Capital Account.

(2) The Subordinate Bond Fund:

(A) Series 2021B Notes Interest Account; and
(B) Series 2021B Notes Principal Account.

Security for the Series 2021B Notes. The Series 2021B Notes were issued pursuant to the Indenture and the Series 2021BC Bond Resolution and are equally and ratably secured on a subordinate basis with respect to First Lien Bonds under the Indenture and the Series 2021BC Bond Resolution with the outstanding Series 2021C Notes and any other Series of Bonds issued on a subordinate basis pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

The Establishment of New Programs.

(a) The initial Program was established under the Twenty-Sixth Supplemental Trust Indenture and a new Program may be established under the Ninth Supplemental Trust Indenture from time to time by the completion and execution by an Authorized Representative and the acknowledgement by the Issuing and Paying Agent and the Dealers, of a New Program Order in substantially the form attached thereto as Exhibit D, and compliance with the provisions of the Twenty-Sixth Supplemental trust Indenture. No further action shall be required to be taken by the Authority in order to establish a new Program thereunder, other than as set forth in the Twenty-Sixth Supplemental Trust Indenture. The establishment of a new Program, in and of itself, shall not require the consent of the holders of the Series 2021B Notes.

(b) A Program may be established from time to time to succeed another Program. On and after the date a new Program is established under the Twenty-Sixth Supplemental Trust Indenture, Series 2021B Notes may continue to be issued under a prior Program subject to the following restrictions of this paragraph. It is the intention of the Authority that all Series 2021B Notes issued under a Program, as a part of one or more series, over the 18-month period beginning on the date of the first issuance of Series 2021B Notes under such Program (such 18-month period, the "New Money Issuance Period") shall constitute a single issue under the Code. Under each Program, Series 2021B Notes may be issued during the New Money Issuance Period to (i) finance capital projects related to the Authority's rapid transit system, (ii) finance certain costs of issuance of the Series 2021B Notes or (iii) refinance Series 2021B Notes issued under such Program, Loans outstanding under the Facility Agreement or Series 2021C Notes. After the New Money Issuance Period, Series 2021B Notes may be issued under a Program only to refinance Series 2021B Notes previously issued under that Program or Loans outstanding under the related Facility Agreement or Series 2021C Notes.

(c) The establishment and effectiveness of a new Program shall be conditioned upon the delivery to the Issuing and Paying Agent of each of the following:

(1) A copy of the New Program Order approved and executed by the Authority;

(2) Fully executed copies of the Tax Certificate or a supplement to the initial Tax Certificate and an IRS Form 8038-G (or such other related 8038 form then prescribed by the IRS) with respect to such Program;

(3) An opinion of Bond Counsel with respect to such Program in substantially the form attached thereto as Exhibit A; and

(4) Such other documents, certificates and opinions as the Authority, Bond Counsel, counsel to the Authority, the Issuing and Paying Agent, the Dealers or the Dealers' counsel may reasonably require.

Issuance and Sale of Series 2021B Notes, Maturities and Interest Rate.

(a) The Authority may issue and sell Series 2021B Notes pursuant to the Dealer Agreement at such times, in such amount, with such maturities, at such rates of interest and upon such other terms and conditions as shall be fixed by the applicable Dealer (but in no event in excess of the Maximum Rate), in consultation with an Authorized Representative, at the time of sale, subject to the provisions of the Twenty-Sixth Supplemental Trust Indenture.

(b) During a New Money Issuance Period of a particular Program, Series 2021B Notes may be executed by the Authority and delivered to the Issuing and Paying Agent from time to time, whereupon the Issuing and Paying Agent shall authenticate and deliver the Series 2021B Notes to or upon the order of the related Dealer against receipt of the purchase price therefor, but only upon delivery by the Authority to the Issuing and Paying Agent and the related Dealer, on or prior to such date, of a Note Order authorizing the issuance of the Series 2021B Notes, which shall, with respect to any Series 2021B Note, (i) direct the authentication and delivery of the Series 2021B Note, (ii) identify the series of which the Series 2021B Note is a part, (iii) identify the Dealer or Dealers for the Series 2021B Note, (iv) specify the principal amount of the Series 2021B Note, (v) specify the maturity date of such Series 2021B Note, (vi) state the interest rate at issuance that the Series 2021B Note shall bear, (vii) specify the capital project expected to be financed or refinanced with proceeds of such Series 2021B Note, and (viii) specify the funds and accounts into which the proceeds of such Series 2021B Note are to be deposited. Upon the delivery to the Issuing and Paying Agent of a Note Order to complete, authenticate and issue Series 2021B Notes, the Authority shall execute a certification attached as Attachment 1 to the Note Order, as of the date of said Note Order, to the following effect:

(1) The representations and warranties of the Authority contained in the Twenty-Sixth Supplemental Trust Indenture and in the Facility relating to the Series 2021B Notes, the Dealer Agreement and the Issuing and Paying Agency Agreements are

true and correct and all covenants contained herein and therein have been duly performed and observed;

(2) No petition by or against the Authority has at any time been filed under the United States Bankruptcy Code or under any similar law and no "Special Events of Default" or "Suspension Event" has occurred and is continuing under the Facility Agreement;

(3) No "Notice of No-Issuance" has been given by the Bank under the Facility Agreement or other condition thereunder that could prevent said issuance, has occurred and is continuing or would occur as a result of the issuance of such Series 2021B Notes;

(4) All actions required to be performed by the Authority with respect to the issuance of such Series 2021B Notes have been duly performed; and

(5) When the principal of such Series 2021B Notes is added to the principal amount of any Outstanding Notes and the then Outstanding Series 2021C Notes, such amount will not exceed $300,000,000.

(c) On the maturity date of any Outstanding Note, a new Series 2021B Note or Series 2021B Notes from the same Program as such Outstanding Series 2021B Note, may be issued, to refund such Outstanding Series 2021B Note; provided that a Stop-Issuance Instruction has not been given by the Bank to the Issuing and Paying Agent under the related Facility Agreement. Such new Series 2021B Note or Series 2021B Notes shall be authenticated and delivered by the Issuing and Paying Agent to or upon the order of the related Dealer against receipt of the purchase price therefor. The Authority covenants that after the New Money Issuance Period has ended under each Program, the Authority shall provide the Issuing and Paying Agent with a Weighted Average Maturity Certificate substantially in the form of the certificate attached to the Twenty-Sixth Supplemental Trust Indenture as Exhibit F before any additional Series 2021B Notes are issued.

Terms, Form, Denominations, Numbers and Letters.

(a) The Series 2021B Notes shall be dated the date of actual issuance thereof and shall be in substantially the form attached as Exhibit B hereto with such appropriate variations, omissions and insertions as are permitted or required by this Twenty-Sixth Supplemental Trust Indenture, the Trust Indenture and the Act and provided, that so long as the Series 2021B Notes are issued in book-entry form there shall be a single Master Note for each series in the form contained in the Issuing and Paying Agency Agreement.

(b) The Authority, the Issuing and Paying Agent and the Dealers may treat the registered owner thereof as the absolute owner of any Series 2021B Note for the purpose of receiving payment thereof and for all other purposes, and none of the Authority, the Issuing and Paying Agent or the Dealers shall be affected by any notice or knowledge to the contrary. The Series 2021B Notes shall be numbered serially from 1 upwards in order of their issuance, shall be in denominations of integral multiples of $1,000 with a minimum denomination of $100,000, and, subject to the limitation expressed in the following sentence with respect to refunding Series 2021B Notes, shall each mature not later than (i) 270 days from its date of issuance or (ii) one Business Day prior to the Termination Date of the Facility, whichever is earlier. Notwithstanding the preceding sentence, in no event shall any Series 2021B Note issued to refund other Series 2021B Notes, (a) mature later than thirty years from the date of issuance of the original Series 2021B Note issued to pay capital costs of the Authority or (b) have a maturity date which will cause the weighted average maturity of the issue to exceed 120% of the weighted average expected economic life of the property financed by the Program under which the Series 2021B Note was issued as evidenced in the applicable Weighted Average Maturity Certificate with respect to such Series 2021B Notes.

(i) In the event the Authority delivers a notice of a proposed substitution of a Facility pursuant to Section 603(c) hereof, no Series 2021B Note secured by such Facility may be issued with a maturity date that is later than the applicable Facility Substitution Date set forth in such notice.

(ii) The Authority shall maintain the records necessary to comply with the provisions of this Section relating to the maturity of Series 2021B Notes.

(c) The principal amount, date of issuance, maturity date and rate of interest (calculated on the basis of the actual number of days elapsed and a 365/366 day year as appropriate) of each Series 2021B Note shall be as specified in the Note Order delivered to the Issuing and Paying Agent pursuant to Section 204 hereof. No Series 2021B Note shall bear an interest rate in excess of ten percent (10%) per annum except as otherwise provided by resolution of the Board of Directors of the Authority or such lesser amount set forth in the Facility.

Place of Payment and Issuing and Paying Agent. The principal of and interest on the Series 2021B Notes are payable both as to principal and interest at maturity in immediately available funds, at the designated corporate trust office of the Issuing and Paying Agent or its successor, to the registered owner thereof. Upon the written request of any registered holder of at least $1,000,000 in principal amount of Series 2021B Notes, the Issuing and Paying Agent shall make payments of interest on or principal of the Series 2021B Notes to such holder by wire transfer to the account of such holder as set forth on the registration books of the Authority maintained at the designated corporate trust office of the Issuing and Paying Agent at the close of business on the Regular Record Date prior to the payment date, or to any other account of which such holder shall give written notice to the Issuing and Paying Agent, in each case, not less than five Business Days prior to the date set for payment.

THE TWENTY-SEVENTH SUPPLEMENTAL TRUST INDENTURE

The Series 2021C Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Twenty-Seventh Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2021C Construction Fund.

(A) Costs of Issuance Account.

(2) The Subordinate Bond Fund:

(A) Series 2021C Notes Interest Account; and
(B) Series 2021C Notes Principal Account.

Security for the Series 2021C Bonds. The Series 2021C Notes were issued pursuant to the Indenture and the Series 2021BC Bond Resolution and are equally and ratably secured on a subordinate basis with respect to First Lien Bonds under the Indenture and the Series 2021BC Bond Resolution with the outstanding Series 2021B Notes and any other Series of Bonds issued on a subordinate basis pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE TWENTY-EIGHTH SUPPLEMENTAL TRUST INDENTURE

The Series 2021D Bonds and the Series 2021E Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Twenty-Eighth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2021D Construction Fund.

- (A) Cost of Issuance Account.

(2) The Series 2021D Bond Fund:

- (A) Interest Account; and
- (B) Principal Account.

(3) The Series 2021E-1 Bond Fund:

- (A) Interest Account; and
- (B) Principal Account.

(4) The Series 2021E-2 Bond Fund:

- (A) Interest Account; and
- (B) Principal Account.

Security for the Series 2021D Bonds and the Series 2021E Bonds. The Series 2021D Bonds and the Series 2021E Bonds were issued pursuant to the Indenture and the Series 2021DE Bond Resolution and are equally and ratably secured under the Indenture and the Series 2021DE Bond Resolution with the outstanding Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE TWENTY-NINTH SUPPLEMENTAL TRUST INDENTURE

The Series 2023A Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Twenty-Ninth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(5) The Series 2023A Construction Fund.

(A) Cost of Issuance Account.

(6) The Series 2023A Bond Fund:

(A) Interest Account; and
(B) Principal Account.

Security for the Series 2023A Bonds. The Series 2023A Bonds were issued pursuant to the Indenture and the Series 2023A Bond Resolution and are equally and ratably secured under the Indenture and the Series 2023A Bond Resolution with the outstanding Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE THIRTIETH SUPPLEMENTAL TRUST INDENTURE

The Series 2023B Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Thirtieth Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2023B Construction Fund.

(A) Capital Account; and
(B) Cost of Issuance Account.

(2) The Series 2023A Bond Fund:

(A) Interest Account; and
(B) Principal Account.

Security for the Series 2023B Bonds. The Series 2023B Bonds were issued pursuant to the Indenture and the Series 2023B Bond Resolution and are equally and ratably secured under the Indenture and the Series 2023B Bond Resolution with the outstanding Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

THE THIRTY-FIRST SUPPLEMENTAL TRUST INDENTURE

The Series 2024 Bonds

Establishment of Funds and Accounts and Subaccounts. Pursuant to the Indenture, the Thirty-First Supplemental Trust Indenture confirms within the Funds and Accounts established under the Indenture, the following Funds and Accounts:

(1) The Series 2024A Construction Fund

(A) Capital Account; and
(B) Cost of Issuance Account.

(2) The Series 2024A Bond Fund:

(A) Interest Account; and
(B) Principal Account.

(3) The Series 2024B Construction Fund:

(A) Cost of Issuance Account.

(4) The Series 2024B Bond Fund:

(A) Interest Account; and
(B) Principal Account.

Security for the Series 2024 Bonds. The Series 2024 Bonds were issued pursuant to the Indenture and the Series 2024 Bond Resolution and are equally and ratably secured under the Indenture and the Series 2024 Bond Resolution with the outstanding Bonds and any other Series of Bonds issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other Bonds, except as described in the Indenture.

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APPENDIX D

FORM OF OPINION OF BOND COUNSEL

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Holland & Knight

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Holland & Knight LLP | www.hklaw.com

May __, 2024

Metropolitan Atlanta Rapid Transit Authority
Atlanta, Georgia

Wells Fargo Bank, National Association
New York, New York

U.S. Bank Trust Company,
National Association
Atlanta, Georgia

Loop Capital Markets LLC
New York, New York

Jefferies LLC
New York, New York

Siebert Williams Shank & Co. LLC
New York, New York

Re: $______ Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Series 2024A (Green Bonds) and $______ Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Refunding Series 2024B (Green Bonds)

To the Addressees:

We have acted as Bond Counsel to the Metropolitan Atlanta Rapid Transit Authority (the "Authority") in connection with the issuance by the Authority of its $______ Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Series 2024A (Green Bonds) (the "Series 2024A Bonds") and its $______ Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Refunding Series 2024B (Green Bonds) (the "Series 2024B Bonds" and together with the Series 2024A Bonds, the "Series 2024 Bonds"). In such capacity, we have examined (a) the Rapid Transit Contract and Assistance Agreement, dated as of September 1, 1971, as amended (the "Existing Contract"), among Authority, the City of Atlanta, Georgia, Fulton County, Georgia, DeKalb County, Georgia and Clayton County, Georgia; (b) the Rapid Transit Contract, dated July 5, 2014 (the "Clayton Contract" and, together with the Existing Contract, the "Contracts"), between the Authority and Clayton County, Georgia; (c) the Trust Indenture dated as of October 1, 2003, as amended and supplemented from time to time (the "Existing Indenture"), including by a Thirty-First Supplemental Trust Indenture, dated as of May 1, 2024 (the "Thirty-First Supplemental Indenture" and together with the Existing Indenture, the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"); (d) a resolution of the Authority adopted on May 9, 2024 (the "Resolution"); and (e) such law and such other certified proceedings, certifications and documents as we have deemed necessary to render this opinion. In all such examinations, we have assumed the genuineness of signatures of original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies, and as to the certificates of public officials, we have assumed the same to have been properly given and to be accurate.

The Series 2024 Bonds are issued pursuant to the Resolution and the Indenture and are secured by a lien on the Trust Estate pledged under the Indenture. The Series 2024 Bonds are on a parity with the Authority's bonds and notes previously issued or to be issued in accordance with the Indenture. The Authority has previously issued its (i) Sales Tax Revenue Bonds (Third Indenture Series), Series 2015B (the "Purchased Series 2015B Bonds"), (ii) Sales Tax Revenue Bonds (Third Indenture Series), Series 2015C (the "Purchased Series 2015C Bonds"), (iii) Sales Tax Revenue Bonds (Third Indenture Series) Refunding Series 2016B (the "Purchased Series 2016B Bonds"), (iv) Sales Tax Revenue Bonds (Third Indenture Series), Series 2017A (the "Purchased Series 2017A Bonds"), (v) Sales Tax Revenue Bonds, Refunding Series 2017C (the "Purchased Series 2017C Bonds"), (vi) Sales Tax Revenue Bonds, Refunding Series 2017D (the "Purchased Series 2017D Bonds"), (vii) Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2020B (the "Purchased Series 2020B Bonds") and (viii) Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2021D (Green Bonds) (the "Purchased Series 2021D Bonds" and together with the Purchased Series 2015B Bonds, the Purchased Series 2015C Bonds, the Purchased Series 2016B Bonds, the Purchased Series 2017A Bonds, the Purchased Series 2017C Bonds, the Purchased Series 2017D Bonds and the Purchased Series 2020B Bonds, the "Prior Bonds"). An Invitation to Tender Bonds, dated April 22, 2024 (the "Invitation") was made by the Authority to owners of the Prior Bonds, and certain owners of the Prior Bonds accepted the terms of the Invitation, as amended or supplemented, as described in the Notice of Target Bonds Purchase Price, dated May 8, 2024.

The Series 2024A Bonds are being issued for the purpose of providing funds to finance certain capital projects with respect to the System and paying certain costs of issuance of the Series 2024A Bonds. The Series 2024B Bonds will be issued to pay the purchase price of the tendered Prior Bonds and paying certain costs of issuance of the Series 2024B Bonds.

Regarding questions of fact material to our opinion, we have relied on the representations of the Authority (including representations as to the use and investment of proceeds of the Series 2024 Bonds) and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Defined terms used herein that are not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Series 2024 Bonds have been duly authorized and executed by the Authority and are binding and limited obligations of the Authority payable solely from the payments derived under the Contracts and other funds provided therefor in the Indenture.

2. The Indenture has been duly authorized, executed and delivered by the Authority and constitutes a valid and binding obligation of the Authority, enforceable against the Authority.

3. The Indenture grants to the Trustee for (i) the owners of the Series 2024 Bonds and (ii) the owners of the Outstanding Bonds and any other bonds or notes heretofore or hereafter issued on a parity therewith in accordance with the provisions of the Indenture, a valid lien on and pledge of all the Trust Estate (as described in the Indenture), and no filing, registration, recording or publication of the Indenture or any other document or instrument is required to establish such pledge of and lien on the Trust Estate or to perfect, protect or maintain such pledge of and lien on the Trust Estate.

4. The Contracts have been duly authorized, executed and delivered by the Authority and are a valid and binding obligation of the Authority, the City of Atlanta, Fulton County, DeKalb County and Clayton County, as applicable, enforceable against such parties.

5. As required by the Existing Contract, Fulton County and DeKalb County have levied the retail sales and use tax authorized by an Act of the Georgia General Assembly approved March 16, 1971 (Ga. Laws 1971, p. 2082), as amended. As required by the Clayton Contract, Clayton County has levied the retail sales and use tax authorized by an Act of the Georgia General Assembly approved April 19, 2000 (Ga. Laws 2000, p. 4492), as amended. The City of Atlanta has levied the retail sales and use tax authorized by O.C.G.A. § 32-9-14.

6. Interest on the Series 2024 Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and is not treated as an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals under the Code; however, interest on the Series 2024 Bonds is included in the "adjusted financial statement income" of certain corporations on which the federal alternative minimum tax is imposed under the Code. The opinions set forth in the preceding sentence are subject to the condition that the Authority complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2024 Bonds in order for interest on the Series 2024 Bonds to be excludable from gross income for federal income tax purposes. The Authority has covenanted in the Resolution and that certain Tax and Non-Arbitrage Certificate and Agreement dated as of the date hereof made by the Authority (the "Tax Certificate") to comply with all such requirements. Failure of the Authority to comply with such requirements may cause interest on the Series 2024 Bonds to not be excludable in gross income for federal income tax purposes retroactively to the original date of issuance of the Series 2024 Bonds irrespective of the date on which such noncompliance occurs or is ascertained. The scope of the opinions set forth in this paragraph is limited to matters addressed herein and no opinion is expressed regarding other federal income tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series 2024 Bonds.

7. The interest on the Series 2024 Bonds is exempt from present State of Georgia income taxation.

The rights of the owners of the Series 2024 Bonds and the enforceability of the Series 2024 Bonds, the Indenture and the Contracts are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

We express no opinion with respect to the accuracy, completeness or sufficiency of any official statement or disclosure with respect to the Series 2024 Bonds, nor do we express any opinion as to compliance by the Authority or the initial purchasers of the Series 2024 Bonds with any federal or state statute, regulation or ruling with respect to the sale or distribution of the Series 2024 Bonds.

In rendering the opinions set forth in numbered paragraph 6 above, we further assume and rely upon (i) without undertaking to verify the same by independent investigation, the accuracy of the representations, statements of intention and reasonable expectation, and certifications of fact of the Authority with respect to matters affecting the excludability of interest on the Series 2024 Bonds from gross income for federal income tax purposes under the Code; and (ii) continuing compliance by the Authority with the applicable requirements of the Code as to such tax matters and the procedures, agreements and covenants set forth in the Resolution and the Tax Certificate that must be respectively met subsequent to the issuance of the Series 2024 Bonds in order that interest on the Series 2024 Bonds be and remain excludable from gross income for federal income tax purposes.

Our opinions set forth above are based upon current facts and circumstances, and upon existing law and interpretations thereof, and we assume no affirmative obligation to update, revise or supplement the opinions expressed herein to reflect any action hereafter taken or not taken or if such facts or circumstances, or laws or interpretations thereof, change after the date hereof, including, without limitation, changes that adversely affect the excludability of interest on the Series 2024 Bonds, even if such actions, inactions or changes come to our attention or are based on the advice or approval of counsel other than Holland & Knight LLP.

Very truly yours,

HOLLAND & KNIGHT LLP

APPENDIX E

DESCRIPTION OF BOOK-ENTRY ONLY SYSTEM

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The Depository Trust Company ("DTC") will act as securities depository for the Series 2024 Bonds. The Series 2024 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Series 2024 Bond will be issued for each maturity of the Series 2024 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2024 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2024 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2024 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2024 Bonds, except in the event that use of the book-entry system for the Series 2024 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2024 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2024 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2024 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial

Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Prepayment notices shall be sent to DTC. If less than all of the Series 2024 Bonds within an issue are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be prepaid.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2024 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2024 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of prepayment proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2024 Bonds at any time by giving reasonable notice to the Authority. Under such circumstances, in the event that a successor depository is not obtained, Series 2024 Bonds are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2024 Bonds will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from DTC. The Authority does not take any responsibility for the accuracy or completeness thereof

APPENDIX F

SECOND PARTY OPINION REGARDING GREEN BONDS

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Second Party Opinion

Issuer:	**Metropolitan Atlanta Rapid Transit Authority (Georgia)**
Issue Description:	Sales Tax Revenue Bonds, Series 2024A (Green Bonds) Sales Tax Revenue Bonds, Refunding Series 2024B (Green Bonds)
Project:	Capital Improvement Projects
Green Standard:	ICMA Green Bond Principles
Green Category:	Clean Transportation
Keywords:	Public transit, clean transportation, energy efficiency, low carbon transport, net zero aligned, transit-oriented development, Atlanta, Georgia
Par:	$222,000,000*
Evaluation Date:	April 9, 2024

*Preliminary, subject to change

GREEN BONDS DESIGNATION

Kestrel, an Approved Verifier accredited by the Climate Bonds Initiative, conducted an independent external review of the Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Series 2024A (the "Series 2024A Bonds") and the Sales Tax Revenue Bonds, Refunding Series 2024B (the "Series 2024B Bonds" and collectively, the "Series 2024 Bonds") to evaluate conformance with the Green Bond Principles (June 2021 with June 2022 Appendix 1) established by the International Capital Market Association. Our team for this engagement included analysts with experience in sustainability, transportation, and environmental science.

This Second Party Opinion reflects our review of the uses and allocation of proceeds, oversight, and conformance of the Series 2024 Bonds with the Green Bond Principles. In our opinion, the Series 2024 Bonds are impactful, net zero aligned, conform with the four core components of the Green Bond Principles, and qualify for Green Bonds designation.

ABOUT THE ISSUER

The Metropolitan Atlanta Rapid Transit Authority (the "Authority") operates and maintains the ninth largest public transportation system (the "System" or "MARTA") in the United States. MARTA serves over 2 million residents across three major counties in the Atlanta, Georgia, metropolitan area: Fulton, Clayton, and DeKalb. As of April 2024, the System provides daily bus and rail service and specialized paratransit van services for persons needing assistance.

The Authority demonstrates an ongoing commitment to sustainable practices in multimodal transit. In 2008, the Authority formally established a sustainability program to promote environmental stewardship and reduce dependence on non-renewable energy and resources and, in 2009, the Authority became a founding signatory of the American Public Transportation Association Sustainability Commitment. To monitor and report progress toward sustainability goals, the Authority released an inaugural Sustainability Report in 2018, and Sustainability Update reports annually thereafter. Between 2012 and 2022, the Authority reduced MARTA greenhouse gas ("GHG") emissions by 32%, reduced water consumption by 32%, and reduced waste generation by 12%.[1] In 2022, MARTA bus and rail services displaced more than 2.2 million metric tons of CO_2e emissions from single passenger vehicles.

In 2021, MARTA received Gold Level Accreditation through the American Public Transportation Association for significant sustainability efforts, including, but not limited to, improved water recycling from bus and train washing; a Bike Share program operated in partnership with the City of Atlanta; and MARTA Fresh Markets which provides local access to fresh food in transit stations. In 2009, MARTA received the Clean Cities Lifetime Appreciation Award from the US Department of Energy for significant reduction in petroleum consumption in the transportation sector. MARTA added an Office of Sustainability in 2022 to manage various sustainability programs. Current initiatives include development of a Climate Action Resilience Plan, creation of a metric tracking dashboard, and internal training of employees on sustainability policy.

The Authority continues to be a leader in sustainability and has announced several new initiatives, including:

- Commitment to a 100% zero emission bus fleet by 2040;
- Increased investment in transit-oriented development through a $200 million joint initiative with the Goldman Sachs Urban Investment Group;[2]
- Partnership with the Global Growers Network to establish a farm near Indian Creek Station in DeKalb County to provide farm-grown food at MARTA Fresh Markets; and
- Incorporation of stronger LEED design principles, including guidelines that all new construction be designed to achieve a LEED Silver standard at minimum.

In the fiscal year 2024 Adopted Budget, the Authority continues to prioritize energy efficiency upgrades, development of bus rapid transit corridors, railcar replacements, and transit-oriented development projects. These projects support and advance the sustainability goals and objectives of the Authority, including to reduce greenhouse gas emissions by 50% by 2030 and to expand transit area coverage.

[1]All percentages calculated per Vehicle Revenue Miles. See: "2022 Sustainability Update," MARTA, accessed March 21, 2024, https://www.itsmarta.com/uploadedFiles/More/About_MARTA/MARTA%20Sustainability%20Report%20091823.pdf.

[2] Previous transit-oriented development investments by MARTA include affordable housing and apartment units near Kensington Station and mixed-income housing at King Memorial Station and Edgewood Candler Station.

ALIGNMENT TO GREEN STANDARDS[3]

Use of Proceeds

The Series 2024 Bonds finance and refund bonds that finance capital improvements for the MARTA public transportation system (the "Capital Improvement Projects"). The financed projects are diverse and all directly contribute to growth and maintenance of a public transportation system with low carbon emissions. The Capital Improvement Projects are eligible projects as defined by the Green Bond Principles in the *Clean Transportation* project category.

The Green Bond Principles

Refundings & Avoidance of Double Counting

The Series 2024B Bonds refund a portion of multiple outstanding bonds as described in the Official Statement with respect to the Series 2024B Bonds. As stated in the Green Bond Principles, there should be no double counting of Green Projects under a Secured Green Bond with any other type of outstanding green financing. There is no risk of double counting the investment and impact associated with the refunding since these refunded green bonds will be tendered for purchase and defeased.

Overview of Financed and Refinanced Capital Improvement Projects

Kestrel has determined that the Capital Improvement Projects financed and refinanced between 2004 and 2024 are eligible green projects because they directly support the growth and maintenance of MARTA, a public transportation system with low carbon emissions. Bond-financed capital projects are diverse and fall under the following general categories:

- **Service Expansion:** Transit corridor assessments, and planning and environmental documents for transit-oriented development and other Capital Improvement Projects.
- **Safety:** Upgrades to systems for train control, fire protection and SCADA, improvements to the Integrated Operations Center, improvements to lighting in tunnels, and emergency power supply equipment.
- **State of Good Repair:** Upgrades to transportation management systems and lighting fixtures, replacement of fare collection systems, expansion of bus facilities, assessment and rehabilitation of the rail car fleet, procurement of new buses, roof replacements at various stations and MARTA facilities, improvements to maintenance facilities, and improvements to work spaces and a wellness center for employees.
- **Service Enhancements:** Implementation of a new fare structure to fit diverse rider needs, implementation of the clean fuel bus technology test program, and installation of solar canopies on the Laredo Bus Facility.
- **Regulation:** Enhancements to environmental management systems and financial management systems; planning, research, and analysis activities, and improvements to infrastructure for voice communications.

[3] Green Bonds are any type of debt instrument where the proceeds will be exclusively applied to finance or refinance eligible Green Projects which are aligned with the four core components of ICMA Green Bond Principles.

Capital projects that are highly impactful and ongoing in 2024 include:

- **Rail Car Procurement** to replace rail cars that are over 40 years old. New rail cars will be custom built to run on MARTA's system with space for bicycle storage, improved ADA access, and an accordion-style design that allows for easier movement between cars. The new cars will be fitted with Communications-Based Train Control, a rail signaling system that allows cars to communicate with each other to improve safety and operational efficiency.
- **Rail Car Life Extensions** will extend the useful life of certain rail cars through renovations such as new seats and flooring, new LED lights to improve energy efficiency, replacement of air conditioning systems, and upgrades to safety systems.
- **Rail Station Rehabilitations** to extend the useful life of all stations in the MARTA system. Rehabilitations may include, but are not limited to, installation of LED lights and low-flow water fixtures, repairs to eliminate water intrusion, and replacement of flooring, artwork, fare gates, and signage. To determine the budget and priority for each station, MARTA conducted an equitability analysis which considered a variety of factors such as station ridership and number of families in proximity to the station that do not own a car.
- **Electric Bus Procurement** to advance MARTA's goal to have a 100% electric bus fleet by 2040.

Net Zero Alignment

Bonds are net zero aligned if the financed activities advance goals to reach net zero greenhouse gas emissions by 2050. In 2021, single passenger vehicles accounted for approximately 41% of all greenhouse gas emissions in Georgia. Efficient, accessible mass transportation systems are critical to reducing these emissions from the transportation sector.[4] The bond-financed capital projects directly advance MARTA goals to reduce harmful emissions and maintain access to clean transportation, and are net zero aligned.

Process for Project Evaluation and Selection

The Series 2024 Bonds advance MARTA sustainability and transit-oriented development objectives,[5] align with regional planning for reliable transportation,[6] and support the *More MARTA Atlanta Plan* which addresses population growth and resulting transportation needs.[7]

MARTA coordinates with the City of Atlanta, Fulton County, and other regional partners to support shared climate action goals[8] and equitable access to transit services. The Authority conducted a "carbon footprint" (greenhouse gas) inventory of the MARTA system in 2008 and continues to complete annual updates of the inventory. These inventories allow the Authority to set benchmarks for emissions reduction goals and

[4] "Drawdown Georgia: Transportation," accessed April 2, 2024, https://www.drawdownga.org/solutions/transportation/.

[5] "About MARTA: History & Vision," MARTA, accessed March 22, 2024, https://www.itsmarta.com/marta-history-vision.aspx.

[6] As defined in the *One Atlanta Strategic Transportation Plan (November 2019)*, *Atlanta Regional Commission 2050 Metropolitan Transportation Plan (2024)*, and other regional planning documents.

[7] Atlanta Regional Commission forecasts that by 2040, the region will see an influx of 2.5 million new residents. Atlanta will soon be the 6th-largest metro area in the US. In 2016, voters approved a tax increase to invest in *More MARTA Atlanta*, an investment plan designed to improve transit services in historically underserved communities and increase access to employment centers throughout Atlanta. "More MARTA," MARTA, accessed March 22, 2024, https://itsmarta.com/moremarta.aspx.

[8] Such as climate action goals defined in the *City of Atlanta Climate Action Plan and Clean Energy Plan (2015)* and *Clean Energy Atlanta* (2019).

evaluate projects in this context.[9] MARTA is developing a Climate Action Resilience Plan which details infrastructure improvements that will increase resiliency of MARTA assets to climate-related impacts.

As of April 2024, the Central Project Management Office performs oversight and analyses to justify inclusion of projects in the Capital Improvement Program. Projects undergo multiple checks and ultimately require approval from the Board of Directors before receiving funding.

Management of Proceeds

Series 2024A Bond proceeds finance capital projects and pay costs of issuance. Upon closing, Series 2024A Bond proceeds will be deposited into a distinct bond fund account with the Trustee, and subsequently used to reimburse capital project expenses. The MARTA Office of Treasury Services is responsible for tracking capital expenditures and sending drawdown requests to the Trustee. Series 2024B Bond proceeds will be spent at closing and are not expected to be held in temporary investments.

Series 2024B Bond proceeds refund bonds that financed capital projects and pay costs of issuance. Bonds to be refunded include the Authority's:

- Sales Tax Revenue Bonds, Series 2015B,
- Sales Tax Revenue Bonds, Refunding Series 2015C,
- Sales Tax Revenue Bonds, Refunding Series 2016B,
- Sales Tax Revenue Bonds, Series 2017A,
- Sales Tax Revenue Bonds, Refunding Series 2017C,
- Sales Tax Revenue Bonds, Refunding Series 2017D,
- Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2020B, and
- Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2021D (Green Bonds).

Reporting

As part of the Continuing Disclosure Agreement, MARTA will report on key impact metrics associated with the public transit system, including total annual metric tons of greenhouse gas emissions displaced or avoided and total annual tons of waste diverted from landfills and recycled. This reporting will be posted on the Electronic Municipal Market Access ("EMMA") system operated by the Municipal Securities Rulemaking Board ("MSRB") and included in annual Sustainability Update Reports, available on the MARTA website: itsmarta.com/marta-Sustainability.aspx.

MARTA also regularly reports data to the Federal Transit Administration including operating expenses, assets, ridership activity, rail services, and other financial and operating information. These reports are posted on the National Transit Database website: transit.dot.gov/ntd.

MARTA will also submit continuing financial disclosures to the MSRB as long as the Series 2024 Bonds are outstanding, as well as reports in the event of material developments.

In addition to these reporting efforts, Kestrel will provide one update report on the Series 2024 Bonds within 12 months of issuance. This report is expected to be produced after all proceeds have been spent and will

[9] The inventory includes all MARTA emissions from revenue and nonrevenue mobile sources, as well as stationary emissions from facilities and offices. "2022 Sustainability Update," MARTA, accessed March 21, 2024, https://itsmarta.com/uploadedFiles/More/About_MARTA/MARTA%20Sustainability%20Report%20091823.pdf.

include confirmation of continued alignment with the Green Bond Principles and relevant updates on financed projects including allocation of proceeds. This report will be made available on MARTA's EMMA page.

ALIGNMENT WITH UN SDGs

The Series 2024 Bonds support and advance the vision of the United Nations Sustainable Development Goals ("UN SDGs"), including:

Industry, Innovation and Infrastructure (Target 9.1)
Upgrades to public transit system that provides sustainable and regional transportation

Sustainable Cities and Communities (Target 11.2, 11.3, 11.6)
Expansion and improvements to a zero direct emission transportation option that will reduce traffic congestion and thereby improve road safety and air quality

Full text of the Targets for these Goals is available in Appendix A, with additional information available on the United Nations website: un.org/sustainabledevelopment

CONCLUSION

Based on our independent external review, the Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Series 2024A and the Sales Tax Revenue Bonds, Refunding Series 2024B are impactful, net zero aligned, conform, in all material respects, with the Green Bond Principles (2021) and are in complete alignment with the *Clean Transportation* eligible project category.

About

Kestrel Sustainability Intelligence™ for municipal markets helps set the market standard for sustainable finance. We do this through verification and our comprehensive Analysis and Scores.

Kestrel is a leading provider of external reviews for green, social and sustainability bond transactions. We are qualified to evaluate corporate and municipal bonds in all asset classes worldwide for conformance with international green and social bond standards.

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Disclaimer

This Opinion aims to explain how and why the discussed financing meets the ICMA Green Bond Principles based on the information that was provided by the Authority or made publicly available by the Authority and relied upon by Kestrel only during the time of this engagement (March – April 2024), and only for purposes of providing this Opinion.

We have relied on information obtained from sources believed to be reliable, and assumed the information to be accurate and complete. However, Kestrel can make no warranty, express or implied, nor can we guarantee the accuracy, comprehensive nature, merchantability, or fitness for a particular purpose of the information we were provided or obtained.

By providing this Opinion, Kestrel is neither addressing nor certifying the credit risk, liquidity risk, market value risk or price volatility of the projects financed by the Green Bonds. It was beyond Kestrel's scope of work to review for regulatory compliance, and no surveys or site visits were conducted by us. Furthermore, we are not responsible for surveillance, monitoring, or implementation of the project, or use of proceeds.

The Opinion delivered by Kestrel is for informational purposes only, is current as of the date of issuance, and does not address financial performance of the Green Bonds or the effectiveness of allocation of its proceeds. This Opinion does not make any assessment of the creditworthiness of the Authority, nor its ability to pay principal and interest when due. This Opinion does not address the suitability of a Bond as an investment, and contains no offer, solicitation, endorsement of the Bonds nor any recommendation to buy, sell or hold the Bonds. Kestrel accepts no liability for direct, indirect, special, punitive, consequential or any other damages (including lost profits), for any consequences when third parties use this Opinion either to make investment decisions or to undertake any other business transactions.

This Opinion may not be altered without the written consent of Kestrel. Kestrel reserves the right to revoke or withdraw this Opinion at any time. Kestrel certifies that there is no affiliation, involvement, financial or non-financial interest in the Authority or the projects discussed. We are 100% independent. Language in the offering disclosure supersedes any language included in this Second Party Opinion.

Use of the United Nations Sustainable Development Goal (SDG) logo and icons does not imply United Nations endorsement of the products, services, or bond-financed activities. The logo and icons are not being used for promotion or financial gain. Rather, use of the logo and icons is primarily illustrative, to communicate SDG-related activities.

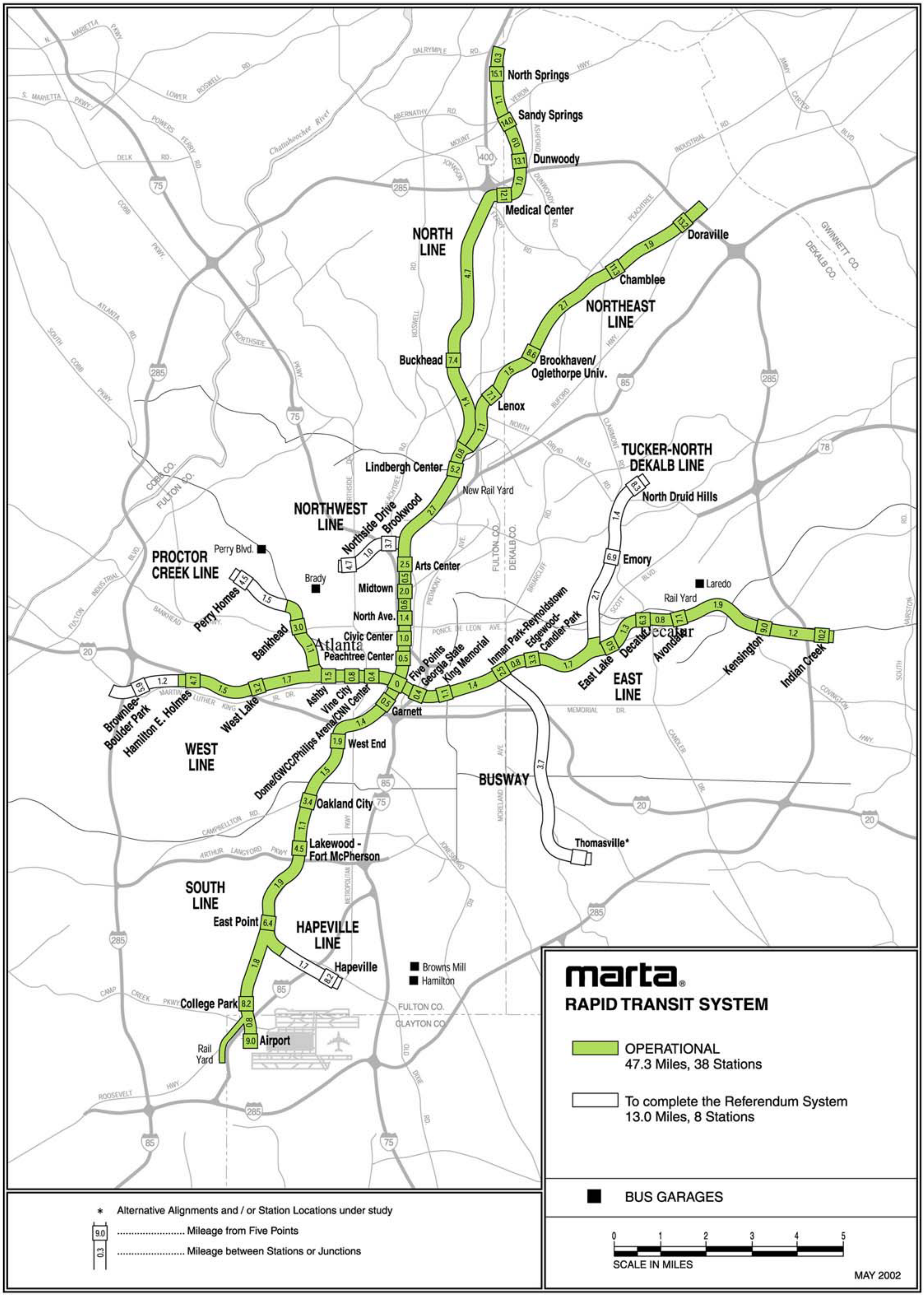
Appendix A.
UN SDG TARGET DEFINITIONS

Target 9.1
Develop quality, reliable, sustainable and resilient infrastructure, including regional and transborder infrastructure, to support economic development and human well-being, with a focus on affordable and equitable access for all

Target 11.2
By 2030, provide access to safe, affordable, accessible and sustainable transport systems for all, improving road safety, notably by expanding public transport with special attention to the needs of those in vulnerable situations, women, children, persons with disabilities and older persons

Target 11.3
By 2030, enhance inclusive and sustainable urbanization and capacity for participatory, integrated and sustainable human settlement planning and management in all countries

Target 11.6
By 2030, reduce the adverse per capita environmental impact of cities, including by paying special attention to air quality and municipal and other waste management



marta
RAPID TRANSIT SYSTEM
OPERATIONAL
47.3 Miles, 38 Stations
To complete the Referendum System
13.0 Miles, 8 Stations
BUS GARAGES
0 1 2 3 4 5
SCALE IN MILES
MAY 2002
* Alternative Alignments and / or Station Locations under study
9.0 .... Mileage from Five Points
0.3 .... Mileage between Stations or Junctions
NORTH LINE
North Springs
Sandy Springs
Dunwoody
Medical Center
Buckhead
Lenox
Lindbergh Center
NORTHEAST LINE
Doraville
Chamblee
Brookhaven/
Oglethorpe Univ.
TUCKER-NORTH DEKALB LINE
North Druid Hills
Emory
NORTHWEST LINE
Northside Drive
Brookwood
PROCTOR CREEK LINE
Perry Homes
Bankhead
Arts Center
Midtown
North Ave.
Civic Center
Peachtree Center
Five Points
Georgia State
King Memorial
Inman Park-Reynoldstown
Edgewood-Candler Park
East Lake
Decatur
Avondale
Kensington
Indian Creek
EAST LINE
WEST LINE
Brownlee-Boulder Park
Hamilton E. Holmes
West Lake
Ashby
Vine City
Dome/GWCC/Philips Arena/CNN Center
Garnett
West End
BUSWAY
Thomasville*
Oakland City
Lakewood - Fort McPherson
SOUTH LINE
East Point
HAPEVILLE LINE
Hapeville
College Park
Airport
Rail Yard
New Rail Yard
Perry Blvd.
Brady
Laredo
Browns Mill
Hamilton
Atlanta
Decatur
Chattahoochee River
FULTON CO.
DEKALB CO.
CLAYTON CO.
COBB CO.
GWINNETT CO.

Mixed Sources
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APPENDIX B

FORM OF PRICING NOTICE

PRICING NOTICE

RELATING TO THE
INVITATION TO TENDER BONDS DATED APRIL 22, 2024
made by
METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
to the Bondowners described herein of
all or any portion of the maturities listed on pages 2-3 herein of

Sales Tax Revenue Bonds (Third Indenture Series), Series 2015B

Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2015C

Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2016B

Sales Tax Revenue Bonds, Refunding Series 2017C

Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2020B

Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2021D (Green Bonds)

(BASE CUSIP: 591745)

*The purpose of this Pricing Notice dated April 29, 2024 (the "**Pricing Notice**") is to set forth the Offer Purchase Prices for the Tax-Exempt Target Bonds and the Fixed Spreads for the Taxable Target Bonds. All other terms used herein and not otherwise defined are used as defined in the Invitation (hereinafter defined).*

Pursuant to the Invitation to Tender Bonds dated April 22, 2024 (as it may be amended or supplemented, the "**Invitation**"), the Metropolitan Atlanta Rapid Transit Authority (the "**Authority**") invited Bondowners to tender Target Bonds for cash at the applicable: (i) for the Tax-Exempt Target Bonds, Offer Purchase Prices set forth in this Pricing Notice and (ii) for the Taxable Target Bonds, Offer Purchase Prices based on the Fixed Spreads set forth in this Pricing Notice to be added to the yields on certain benchmark United States Treasury Securities also set forth in this Pricing Notice, plus, for both (i) and (ii), Accrued Interest on the Target Bonds tendered for purchase to but not including the Settlement Date. See Section 2, "Information to Bondowners" in the Invitation.

As set forth in the Invitation, the Authority retains the right to extend the Tender Offer, or amend the terms of the Tender Offer (including a waiver of any term) in any material respect, provided, that the Authority shall provide notice thereof at such time and in such manner to allow reasonable time for dissemination to Bondowners and for Bondowners to respond. In such event, any offers submitted with respect to the affected Target Bonds prior to such change in the Offer Purchase Prices for any Tax-Exempt Target Bonds or such change in the Fixed Spreads for any Taxable Target Bonds pursuant to the Invitation will remain in full force and effect and any Bondowner of such affected Target Bonds, as applicable, wishing to revoke their offer to tender such Target Bonds for purchase must affirmatively withdraw such offer prior to the Expiration Date, as extended.

The Invitation, including the Preliminary Official Statement dated April 22, 2024 relating to the Authority's Sales Tax Revenue Bonds, Refunding Series 2024B (Green Bonds) is available: (i) at the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access website, currently located at http://emma.msrb.org, using the CUSIP numbers for the Target Bonds, and (ii) on the website of the Information Agent and Tender Agent at https://www.globic.com/marta.

Any questions are to be directed to the Information Agent and Tender Agent at (212) 227-9622.

TENDER OFFER – TAX-EXEMPT TARGET BONDS – OFFER PURCHASE PRICES

Pursuant to the Invitation, the Offer Purchase Prices for the Tax-Exempt Target Bonds are listed below and [are unchanged from the Indicative Offer Purchase Prices listed in page (i) of the Invitation / have been revised since the date of the Invitation].

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds (Third Indenture Series), Series 2015B

CUSIP[1] (Base No. 591745)	Maturity Date (July 1)	Par Call Date	Interest Rate (%)	Outstanding Principal Amount	Maximum Principal Amount That May Be Accepted for Purchase	Offer Purchase Price[2]
W83	2041	07/01/2026	5.000	$ 6,265,000	$ 6,265,000	
W91	2042	07/01/2026	5.000	7,615,000	7,615,000	
X25	2043	07/01/2026	5.000	11,460,000	11,460,000	
X33	2044	07/01/2026	5.000	10,110,000	10,110,000	
X41	2045	07/01/2026	5.000	28,850,000	28,850,000	

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2015C

CUSIP[1] (Base No. 591745)	Maturity Date (July 1)	Par Call Date	Interest Rate (%)	Outstanding Principal Amount	Maximum Principal Amount That May Be Accepted for Purchase	Offer Purchase Price[2]
X74	2028	07/01/2026	5.000	$23,795,000	$23,795,000	
X82	2029	07/01/2026	5.000	24,945,000	24,945,000	

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2016B

CUSIP[1] (Base No. 591745)	Maturity Date (July 1)	Par Call Date	Interest Rate (%)	Outstanding Principal Amount	Maximum Principal Amount That May Be Accepted for Purchase	Offer Purchase Price[2]
X90	2030	07/01/2026	5.000	$25,515,000	$25,515,000	
Y24	2031	07/01/2026	5.000	26,750,000	26,750,000	
Y32	2032	07/01/2026	5.000	28,040,000	28,040,000	
Y73	2036	07/01/2026	5.000	34,080,000	34,080,000	

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds, Refunding Series 2017C

CUSIP[1] (Base No. 591745)	Maturity Date (July 1)	Par Call Date	Interest Rate (%)	Outstanding Principal Amount	Maximum Principal Amount That May Be Accepted for Purchase	Offer Purchase Price[2]
3E2	2033	07/01/2027	4.000	$15,835,000	$15,835,000	
3F9	2034	07/01/2027	4.000	16,465,000	16,465,000	

1 CUSIP is a registered trademark of FactSet. CUSIP data herein is provided by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems Inc. The CUSIP numbers are being provided solely for the convenience of the owners of the Target Bonds and the Authority is not responsible for the selection or correctness of the CUSIP numbers printed herein and does not make any representation with respect to such numbers or undertake any responsibility for their accuracy.

2 The Offer Purchase Prices shown herein exclude Accrued Interest. Accrued Interest on the Tax-Exempt Target Bonds tendered and accepted for purchase will be paid by the Authority up to but not including the Settlement Date in addition to the applicable Purchase Price.

TENDER OFFER – TAXABLE TARGET BONDS – FIXED SPREADS

Pursuant to the Invitation, the Fixed Spreads for the Taxable Target Bonds are listed below. [There has been no change in the Indicative Fixed Spreads listed in page (ii) of the Invitation / the Indicative Fixed Spreads listed in page (ii) of the Invitation have been revised].

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2020B

CUSIP[1] (Base No. 591745)	Maturity Date (July 1)	Average Life Date[2]	Interest Rate (%)	Outstanding Principal Amount	Maximum Principal Amount That May Be Accepted for Purchase	Par Call Date	Benchmark Treasury Security[3]	Fixed Spreads
6P4	2025	N/A	0.730	$ 1,780,000	$ 1,780,000	N/A	2-Year	
6Q2	2026	N/A	0.990	9,725,000	9,725,000	N/A	2-Year	
6R0	2027	N/A	1.140	960,000	960,000	N/A	3-Year	
6S8	2028	N/A	1.360	1,575,000	1,575,000	N/A	5-Year	
6T6	2029	N/A	1.510	705,000	705,000	N/A	5-Year	
6U3	2030	N/A	1.660	1,120,000	1,120,000	N/A	7-Year	
6V1	2031	N/A	1.860	14,905,000	14,905,000	07/01/2030	7-Year	
6W9	2032	N/A	1.960	17,720,000	17,720,000	07/01/2030	10-Year	
6X7	2033	N/A	2.060	14,100,000	14,100,000	07/01/2030	10-Year	
6Y5	2034	N/A	2.180	20,525,000	20,525,000	07/01/2030	10-Year	
6Z2	2035	N/A	2.360	17,970,000	17,970,000	07/01/2030	10-Year	
7A6	2036	N/A	2.410	18,855,000	18,855,000	07/01/2030	10-Year	
7B4	2037	N/A	2.510	9,430,000	9,430,000	07/01/2030	10-Year	
7C2	2038	N/A	2.650	9,670,000	9,670,000	07/01/2030	10-Year	
7E8	2040	N/A	2.680	92,585,000	92,585,000	07/01/2030	10-Year	

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2021D (Green Bonds)

CUSIP[1] (Base No. 591745)	Maturity Date (July 1)	Average Life Date[2]	Interest Rate (%)	Outstanding Principal Amount	Maximum Principal Amount That May Be Accepted for Purchase	Par Call Date	Benchmark Treasury Security[3]	Fixed Spreads
8G2	2025	N/A	1.315	$ 5,820,000	$ 4,290,000	N/A	2-Year	
7R9	2026	N/A	1.515	7,125,000	5,575,000	N/A	2-Year	
7S7	2027	N/A	1.646	3,785,000	2,210,000	N/A	3-Year	
7T5	2028	N/A	1.746	10,170,000	8,565,000	N/A	5-Year	
7U2	2029	N/A	1.911	3,850,000	3,125,000	N/A	5-Year	
7V0	2030	N/A	2.011	9,610,000	7,895,000	N/A	7-Year	
7W8	2031	N/A	2.111	8,810,000	7,040,000	N/A	7-Year	
7X6	2032	N/A	2.211	9,915,000	8,305,000	01/01/2032	10-Year	
7Y4	2033	N/A	2.411	4,930,000	3,080,000	01/01/2032	10-Year	
7Z1	2034	N/A	2.561	5,035,000	3,140,000	01/01/2032	10-Year	
8A5	2035	N/A	2.641	8,720,000	6,775,000	01/01/2032	10-Year	
8B3	2036	N/A	2.741	7,355,000	5,360,000	01/01/2032	10-Year	
8C1	2045	02/04/2043	2.981	123,150,000	105,415,000	01/01/2032	30-Year	

The yields on the Benchmark Treasury Securities will be determined at approximately 10:00 a.m., New York City time, on Wednesday, May 8, 2024.

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2 Average life date is shown for the Taxable Target Term Bonds only. The Taxable Target Term Bonds will be priced to their average life date.

3 Except for the 30-Year Benchmark Treasury Security, which will be the "old long bond" (maturity date November 15, 2053, 4.75% CUSIP 912810TV0), each Benchmark Treasury Security will be the most recently auctioned "on-the-run" United States Treasury Security for the maturity indicated as of the date and time that the Offer Purchase Price for the Target Bonds is set, currently expected to be approximately 10:00 a.m., New York City time, on May 8, 2024.

Illustrative Taxable Target Bonds Offer Purchase Price Calculations: Treasury Security Yields as of April 26, 2024

The tables below provide examples of the Offer Purchase Prices for the Taxable Target Bonds realized by a Bondowner that submits an offer based on the following yields for the Benchmark Treasury Securities as of April 26, 2024 and the Fixed Spreads. This example is being provided for convenience only and is not to be relied upon by a Bondowner as an indication of the Purchase Yields or the Offer Purchase Prices for any Taxable Target Bonds that may be paid by the Authority.

Based on these Treasury Security yields, the following Offer Purchase Prices would be derived:

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2020B

CUSIP(1) (Base No. 591745)	Maturity Date (July 1)	Average Life Date(2)	Interest Rate (%)	Outstanding Principal Amount	Maximum Principal Amount That May Be Accepted for Purchase	Par Call Date	Benchmark Treasury Security(3)	Fixed Spreads	Illustrative Treasury Security Yield*	Illustrative Purchase Yield*	Illustrative Offer Purchase Price*(4)
6P4	2025	N/A	0.730	$ 1,780,000	$ 1,780,000	N/A	2-Year				
6Q2	2026	N/A	0.990	9,725,000	9,725,000	N/A	2-Year				
6R0	2027	N/A	1.140	960,000	960,000	N/A	3-Year				
6S8	2028	N/A	1.360	1,575,000	1,575,000	N/A	5-Year				
6T6	2029	N/A	1.510	705,000	705,000	N/A	5-Year				
6U3	2030	N/A	1.660	1,120,000	1,120,000	N/A	7-Year				
6V1	2031	N/A	1.860	14,905,000	14,905,000	07/01/2030	7-Year				
6W9	2032	N/A	1.960	17,720,000	17,720,000	07/01/2030	10-Year				
6X7	2033	N/A	2.060	14,100,000	14,100,000	07/01/2030	10-Year				
6Y5	2034	N/A	2.180	20,525,000	20,525,000	07/01/2030	10-Year				
6Z2	2035	N/A	2.360	17,970,000	17,970,000	07/01/2030	10-Year				
7A6	2036	N/A	2.410	18,855,000	18,855,000	07/01/2030	10-Year				
7B4	2037	N/A	2.510	9,430,000	9,430,000	07/01/2030	10-Year				
7C2	2038	N/A	2.650	9,670,000	9,670,000	07/01/2030	10-Year				
7E8	2040	N/A	2.680	92,585,000	92,585,000	07/01/2030	10-Year				

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2021D (Green Bonds)

CUSIP(1) (Base No. 591745)	Maturity Date (July 1)	Average Life Date(2)	Interest Rate (%)	Outstanding Principal Amount	Maximum Principal Amount That May Be Accepted for Purchase	Par Call Date	Benchmark Treasury Security(3)	Fixed Spreads	Illustrative Treasury Security Yield*	Illustrative Purchase Yield*	Illustrative Offer Purchase Price*(4)
8G2	2025	N/A	1.315	$ 5,820,000	$ 4,290,000	N/A	2-Year				
7R9	2026	N/A	1.515	7,125,000	5,575,000	N/A	2-Year				
7S7	2027	N/A	1.646	3,785,000	2,210,000	N/A	3-Year				
7T5	2028	N/A	1.746	10,170,000	8,565,000	N/A	5-Year				
7U2	2029	N/A	1.911	3,850,000	3,125,000	N/A	5-Year				
7V0	2030	N/A	2.011	9,610,000	7,895,000	N/A	7-Year				
7W8	2031	N/A	2.111	8,810,000	7,040,000	N/A	7-Year				
7X6	2032	N/A	2.211	9,915,000	8,305,000	01/01/2032	10-Year				
7Y4	2033	N/A	2.411	4,930,000	3,080,000	01/01/2032	10-Year				
7Z1	2034	N/A	2.561	5,035,000	3,140,000	01/01/2032	10-Year				
8A5	2035	N/A	2.641	8,720,000	6,775,000	01/01/2032	10-Year				
8B3	2036	N/A	2.741	7,355,000	5,360,000	01/01/2032	10-Year				
8C1	2045	02/04/2043	2.981	123,150,000	105,415,000	01/01/2032	30-Year				

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2 Average life date is shown for the Taxable Target Term Bonds only. The Taxable Target Term Bonds will be priced to their average life date.

3 Except for the 30-Year Benchmark Treasury Security, which will be the "old long bond" (maturity date November 15, 2053, 4.75% CUSIP 912810TV0), each Benchmark Treasury Security will be the most recently auctioned "on-the-run" United States Treasury Security for the maturity indicated as of the date and time that the Offer Purchase Price for the Target Bonds is set, currently expected to be approximately 10:00 a.m., New York City time, on May 8, 2024.

4 The Offer Purchase Prices for the Taxable Target Bonds derived from the Fixed Spreads to be paid on the Settlement Date exclude Accrued Interest on the Taxable Target Bonds tendered and accepted for purchase, which Accrued Interest will be paid by the Authority to but not including the Settlement Date in addition to the applicable Purchase Price.

**Preliminary and subject to change.*

Illustrative Taxable Target Bonds Offer Purchase Price Calculations: Interest Rate Sensitivity

As a measure of the sensitivity of the Taxable Target Bonds' Offer Purchase Price to changes in the yield on the Benchmark Treasury Security, the following tables shows the impact on the Offer Purchase Price of a 0.10% (10 basis point) movement in the yield on the Benchmark Treasury Security:

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2020B

			Illustrative Offer Purchase Prices*[(2)]		
CUSIP[(1)] (Base No. 591745)	Maturity Date (July 1)	Illustrative Purchase Yield Based on Treasury Security Yields as of April 26, 2024	Assuming a 0.10% Increase in Treasury Security Yields	Current Treasury Security Yield	Assuming a 0.10% Decrease in Treasury Security Yields
6P4	2025				
6Q2	2026				
6R0	2027				
6S8	2028				
6T6	2029				
6U3	2030				
6V1	2031				
6W9	2032				
6X7	2033				
6Y5	2034				
6Z2	2035				
7A6	2036				
7B4	2037				
7C2	2038				
7E8	2040				

Metropolitan Atlanta Rapid Transit Authority
Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2021D (Green Bonds)

			Illustrative Offer Purchase Prices*[(2)]		
CUSIP[(1)] (Base No. 591745)	Maturity Date (July 1)	Illustrative Purchase Yield Based on Treasury Security Yields as of April 26, 2024	Assuming a 0.10% Increase in Treasury Security Yields	Current Treasury Security Yield	Assuming a 0.10% Decrease in Treasury Security Yields
8G2	2025				
7R9	2026				
7S7	2027				
7T5	2028				
7U2	2029				
7V0	2030				
7W8	2031				
7X6	2032				
7Y4	2033				
7Z1	2034				
8A5	2035				
8B3	2036				
8C1	2045				

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2 The Offer Purchase Prices for the Taxable Target Bonds derived from the Fixed Spreads to be paid on the Settlement Date exclude Accrued Interest on the Taxable Target Bonds tendered and accepted for purchase, which Accrued Interest will be paid by the Authority to but not including the Settlement Date in addition to the applicable Purchase Price.

**Preliminary and subject to change.*