

“*Pledged Revenues*” means the Pledged Tax less the administrative fee deducted by the State Board of Equalization. Pledged Revenues will also include such additional sources of revenue, if any, pledged to pay the Bonds as set forth in a Supplemental Agreement.

“*Pledged Tax*” means the Proposition A Sales Tax (i) less the Local Allocation, (ii) plus such amount, if any, of the Local Allocation as any city entitled to such amount has authorized to be pledged to secure the Bonds. The portion of the Local Allocation to be included as Pledged Tax under (ii) will not be included until a certified copy of the city’s ordinance, resolution or other official action authorizing the pledge and setting forth the terms of such pledge has been filed with the Trustee and there has been filed with the Trustee a written opinion of Bond Counsel that the pledge of such portion of the Local Allocation is a valid pledge of the LACMTA.

“*Proposition A Commercial Paper Notes*” means the Los Angeles County Transportation Commission Second Subordinate Sales Tax Revenue Commercial Paper Notes, Series A, issued in accordance with the Subordinate Agreement and the First Supplemental Subordinate Agreement.

“*Proposition A Sales Tax*” means the ½ of 1% retail transactions and use tax imposed by Ordinance No. 16 and approved by the electors of the County at an election held November 4, 1980.

“*Purchase Date*” means August 4, 2011.

“*Purchase Price*” means an amount equal to the principal amount of any Series 2008-A1 Bonds in the Variable Rate Mode purchased on any Purchase Date, plus accrued interest to the Purchase Date (unless the Purchase Date is an Interest Payment Date, in which case the Purchase Price will not include accrued interest, which will be paid in the normal course).

“*Rate Determination Date*” means any date on which the interest rate on Series 2008-A1 Bonds in the Variable Rate Mode or the Fixed Rate Mode will be determined, which, (i) in the case of the Daily Mode, will be each Business Day commencing with the first day (which must be a Business Day) the Series 2008-A1 Bonds become subject to the Daily Mode, and (ii) in the case of the Weekly Mode, will be (A) for the Series 2008-A1 Bonds, for the initial Interest Accrual Period following the Purchase Date, August 3, 2011 and, in the case of any conversion to the Weekly Mode, a Business Day prior to the Mode Change Date selected by the applicable Remarketing Agent and agreed to by the LACMTA, (B) thereafter, each Wednesday or, if Wednesday is not a Business Day, then the Business Day next succeeding such Wednesday, and (C) not later than the Business Day preceding a Mode Change Date, a Substitution Date or a Mandatory Purchase Date specified in clause (viii) of the definition of Mandatory Purchase Date.

“*Rating Agencies*” means Moody’s and S&P.

“*Rebate Fund*” means the Series 2008 Rebate Fund established pursuant to the Twenty-Eighth Supplement.

“*Rebate Requirement*” means the Rebate Requirement, as defined in the Tax Certificate.

“*Record Date*” means a Regular Record Date or a Special Record Date.

“*Registrar*” means, for purposes of the Twenty-Eighth Supplement, the Trustee.

“*Regular Record Date*” means with respect to Series 2008-A1 Bonds in a Daily Mode or Weekly Mode, the last Business Day before an Interest Payment Date.

“*Reimbursement Agreement*” means any reimbursement agreement, credit agreement, line of credit agreement, standby purchase agreement or other agreement, by and between a Credit Provider or Liquidity Provider, as applicable, and the LACMTA.

“*Remarketing Agent*” means E. J. De La Rosa & Co. Inc. or any other investment banking firm or firms which may be substituted in their place as provided in the Twenty-Eighth Supplement.

“*Remarketing Agreement*” means the Remarketing Agreement relating to the Series 2008-A1 Bonds, by and between the LACMTA and the Remarketing Agent or any similar agreement between the LACMTA and a Remarketing Agent, as it may be amended or supplemented from time to time in accordance with its terms

“*Reserve Fund*” means the trust account of that name established pursuant to the Agreement.

“*Reserve Fund Insurance Policy*” or “*Reserve Policy*” means an insurance policy provided by a bond insurer or a letter of credit, deposited in the Reserve Fund in lieu of or partial substitution for cash or securities on deposit therein. The entity providing such Reserve Fund Insurance Policy will be rated in one of the two highest classifications by both Moody’s and S&P.

“*Reserve Fund Requirement*” means, for the First Tier Senior Lien Bonds, the sum of the Initial Bonds Reserve Requirement and Maximum Annual Debt Service on any Outstanding First Tier Senior Lien Bonds issued subsequently to the Initial Bonds; for purposes of the Reserve Fund Requirement, Maximum Annual Debt Service on Variable Rate Indebtedness will not, after the issuance of such Variable Rate Indebtedness, be required to be adjusted because of the fluctuations in the interest rate on such Variable Rate Indebtedness; the Reserve Fund Requirement is subject to the limitation that the Reserve Fund Requirement will never exceed an amount which would, in the opinion of Bond Counsel, be determined to be a reasonably required reserve fund within the meaning of the Code and the rulings issued by the United States Department of the Treasury. For purposes of determining if the amount on deposit in the Reserve Fund meets the Reserve Fund Requirement, any Reserve Fund Insurance Policy deposited with the Trustee will be deemed to be a deposit in the face amount of the policy or the stated amount of the credit facility provided less any unreimbursed drawings or other amounts not reinstated under such Reserve Fund Insurance Policy.

“*Reserve Insurer*” means the provider of a Reserve Fund Insurance Policy.

“*Revenue Fund*” means the fund by that name created by the Agreement.

“*Second Supplemental Agreement*” means the Second Supplemental Trust Agreement dated as of May 1, 1987 between the LACMTA and the Trustee.

“*Second Tier Obligations*” means obligations payable from Pledged Revenues on a subordinated basis to the Series 2008-A1 Bonds, and meeting the conditions set forth in the Twelfth Supplemental Agreement.

“*Series*” means First Tier Senior Lien Bonds issued at the same time or sharing some other common term or characteristic and designated as a separate Series.

“*Series 2008 Bonds*” means, collectively, the Series 2008-A Bonds and the Series 2008-B Bonds.

“*Series 2008 Bonds Interest Subaccount*” means the subaccount of that name established within the Bond Interest Account of the Debt Service Fund pursuant to the Twenty-Eight Supplement.

“*Series 2008 Bonds Principal Subaccount*” means the subaccount of that name established within the Bond Principal Account of the Debt Service Fund pursuant to the Twenty-Eight Supplement.

“*Series 2008 Costs of Issuance Fund*” means the fund of that name established under and pursuant to the Twenty-Eight Supplement.

“*Series 2008 Reserve Account*” means the account of that name established under and pursuant to the Twenty-Eight Supplement.

“*Series 2008-A Bonds*” means, collectively, the Series 2008-A1 Bonds, the Series 2008-A2 Bonds, the Series 2008-A3 Bonds, and the Series 2008-A4 Bonds.

“*Series 2008-A1 Bonds*” means, the \$65,700,000 original principal amount of Bonds issued under the Agreement and the Twenty-Eight Supplement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Tax Revenue Refunding Bonds, Series 2008-A1.”

“*Series 2008-A2 Bonds*” means the \$65,800,000 original principal amount of Bonds issued under the Agreement and the Twenty-Eighth Supplement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2008-A12.”

“*Series 2008-A3 Bonds*” means the \$65,750,000 original principal amount of Bonds issued under the Agreement and the Twenty-Eighth Supplement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2008-A13.”

“*Series 2008-A4 Bonds*” means the \$65,825,000 original principal amount of Bonds issued under the Agreement and the Twenty-Eighth Supplement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2008-A14.”

“*Series 2008-B Bonds*” means the \$26,075,000 original principal amount of Bonds issued under the Agreement and the Twenty-Eighth Supplement and designated as “Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds, Series 2008-B.”

“*Short-Term Mode*” means the Daily Mode, the Weekly Mode or the Flexible Mode.

“*Subordinate Agreement*” means the Subordinate Trust Agreement dated as of January 1, 1991 between the LACMTA and the Subordinate Trustee, as supplemented by the First Supplemental Subordinate Agreement.

“*Subordinate Lien Obligation Fund*” means the fund by that name created by the Agreement.

“*Subordinate Trustee*” means U.S. Bank National Association, and any successor thereto as trustee under the Subordinate Agreement.

“*Substitution Date*” means the date upon which an Alternate Credit Enhancement or Alternate Liquidity Facility is scheduled to be substituted for the Credit Enhancement or Liquidity Facility then in effect.

“*Sixth Supplemental Agreement*” means the Sixth Supplemental Trust Agreement dated as of January 1, 1991 between the LACMTA and the Trustee.

“*Special Record Date*” means the date and time established by the Trustee for determination of which Owner will be entitled to receive overdue interest on the Series 2008-A1 Bonds pursuant to the Twenty-Eight Supplement.

“*Standard & Poor’s*” or “*S&P*” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and if such entity will for any reason no longer perform 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 LACMTA.

“*State*” means the State of California.

“*State Board of Equalization*” means the State Board of Equalization which collects the Proposition A Sales Tax.

“*Supplemental Agreement*” means any supplemental trust agreement then in full force and effect which has been duly approved by resolution of the LACMTA and signed by the LACMTA and the Trustee and providing for the issuance of a Series or multiple Series of First Tier Senior Lien Bonds, amending and/or supplementing the Agreement or amending and/or supplementing another Supplemental Agreement.

“*Tax Certificate*” means the Tax and Nonarbitrage Certificate executed and delivered by the LACMTA at the time of issuance and delivery of the Series 2008 Bonds, as the same may be amended or supplemented in accordance with its terms.

“*Tender Agent*” means the commercial bank, trust company or other entity which may from time to time be appointed to serve as Tender Agent as provided in the Agreement. Until such time as an alternate Tender Agent is appointed, the Tender Agent will be the Trustee

“*Tender Indebtedness*” means any indebtedness or portions of indebtedness a feature of which is an option, on the part of the holders of such indebtedness, or an obligation, under the terms of such indebtedness, to tender all or a portion of such indebtedness to the LACMTA, the Trustee, the Paying Agent or other fiduciary or agent for payment or purchase and requiring that such indebtedness or portions of indebtedness be purchased if properly presented.

“*Term Interest Rate*” or “*Term Rate*” means the per annum interest rate for the Series 2008-A1 Bonds in the Term Rate Mode determined pursuant to the Twenty-Eighth Supplement.

“*Third Supplemental Agreement*” means the Third Supplemental Trust Agreement dated as of May 1, 1988 between the LACMTA and the Trustee which includes the terms of the Series 1988-A Bonds.

“*Treasurer*” means the chief financial officer of the LACMTA or such other title as the LACMTA may from time to time assign for such position, and the officer or officers succeeding to such position as certified to the Trustee by the LACMTA.

“*Trustee*” means The Bank of New York Mellon Trust Company, N.A., as successor in interest to Wells Fargo Bank, N.A. as successor by merger to First Interstate Bank of California, as trustee under the Agreement, and its successors.

“*Twenty-Eighth Supplement*” means the Amended and Restated Twenty-Eighth Supplemental Trust Agreement, dated as of August 1, 2011, between the LACMTA and the Trustee.

“*Variable Rate Indebtedness*” means any portion of indebtedness the interest rate on which is not established at the time of incurrence of such indebtedness and has not at some subsequent date been established at a single numerical rate for the entire term of the indebtedness. First Tier Senior Lien Bonds and Second Tier Obligations which are issued as commercial paper will be deemed to be both Balloon Indebtedness and Variable Rate Indebtedness.

“*Weekly Mode*” means the Mode during which the Series 2008-A1 Bonds bear interest at the Weekly Rate.

“*Weekly Rate*” means the per annum interest rate on the Series 2008-A1 Bonds in the Weekly Mode determined pursuant to the Twenty-Eighth Supplement.

“*Weekly Rate Period*” means the period during which a Series 2008-A1 Bond in the Weekly Mode will bear a Weekly Rate, which will be the period commencing on Thursday of each week to and including Wednesday of the following week, except (i) for the Series 2008-A1 Bonds, the first Weekly Rate Period will be from the Purchase Date and including the Wednesday of the following week, (ii) in connection with a conversion to the Weekly Rate, in which case the first Weekly Rate Period will be from the Mode Change Date to and including the Wednesday of the following week, (iii) in the case of a Substitution Date or Mandatory Purchase Date specified in clause (viii) of the definition of Mandatory Purchase Date, in which case the Weekly Rate Period prior to the Substitution Date or such Mandatory Purchase Date will end on the day before the Substitution Date or such Mandatory Purchase Date and a new Weekly Rate Period will commence on the Substitution Date or such Mandatory Purchase Date and end on the Wednesday of the following week and (iv) in connection with a conversion from the Weekly Mode, the last Weekly Rate Period will end on the day next preceding the Mode Change Date, conversion to an ARS Rate, or conversion to an index interest rate.

TRUST AGREEMENT

The following is a summary of certain provisions of the Agreement. Such summary is only a brief description of limited provisions of such document and is qualified in its entirety by reference to the full text of the Agreement.

Grant to Secure the First Tier Senior Lien Bonds; Pledge of Pledged Revenues

To secure the payment of the First Tier Senior Lien Bonds and the performance and observance by the LACMTA of all the covenants, agreements and conditions expressed or implied in the Agreement and in the First Tier Senior Lien Bonds, the LACMTA, pursuant to the Agreement, pledges and assigns to the Trustee and grants to the Trustee a security interest in all right, title and interest of the LACMTA in and to (a) the Pledged Revenues, and (b) all moneys and securities held from time to time by the Trustee under the Agreement for the equal and proportionate benefit and security of all First Tier Senior Lien Bonds; except that such grant for the benefit and security of all First Tier Senior Lien Bonds does not extend to any funds held by the Trustee for the payment of specific First Tier Senior Lien Bonds which are deemed to have been paid or to any funds deposited with the Trustee specifically to be held in escrow

or otherwise to provide additional security or an additional source of payment for specified First Tier Senior Lien Bonds or a specified Series of First Tier Senior Lien Bonds.

The Agreement states that the First Tier Senior Lien Bonds authorized and issued under the Agreement will be secured by a lien on and pledge of Pledged Revenues, and the LACMTA represents that it has not previously created any charge or lien on the Pledged Revenues and covenants that, until all the First Tier Senior Lien Bonds issued under the Agreement and the interest thereon have been paid or are deemed to have been paid, it will not grant any prior or, except as provided in the Agreement, any parity pledge of the Pledged Revenues or create or permit to be created any charge or lien on the Pledged Revenues ranking prior to the charge or lien of the First Tier Senior Lien Bonds (including First Tier Senior Lien Bonds issued after the Initial Bonds). The LACMTA is permitted to encumber the Pledged Revenues with a pledge ranking junior and subordinate to the charge or lien of the First Tier Senior Lien Bonds.

The LACMTA covenants that it will not take any action which will impair or adversely affect the Pledged Revenues or impair or adversely affect in any manner the pledge of the Pledged Revenues or the rights of the holders of the First Tier Senior Lien Bonds. The LACMTA covenants that it will not issue any other obligations, except upon the condition and in the manner provided in the Agreement, payable from the Pledged Revenues on a parity with the First Tier Senior Lien Bonds, which term includes Additional First Tier Senior Lien Bonds and debt hereafter incurred under the Agreement, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or any other charge having priority to or being on a parity with the lien held by the holders of the First Tier Senior Lien Bonds, including any Additional First Tier Senior Lien Bonds issued hereafter, upon the Pledged Revenues or any part thereof. The LACMTA agrees that it will be unconditionally and irrevocably obligated, so long as any of the First Tier Senior Lien Bonds are outstanding and unpaid, to take all lawful action necessary or required to continue to entitle the LACMTA to receive the Pledged Revenues at the same rates as provided by law at the time of execution of the Agreement and to pay from the Pledged Revenues the principal of and interest on the First Tier Senior Lien Bonds and to make the other payments provided for in the Agreement.

Payment of Principal and Interest

The LACMTA covenants and agrees that it will duly and punctually pay or cause to be paid from and to the extent of the Pledged Revenues the principal of, premium, if any, and interest on every First Tier Senior Lien Bond at the place and on the dates specified and that it will faithfully do and perform all covenants and agreements contained in the Agreement and in the First Tier Senior Lien Bonds. The LACMTA may, in its discretion, provide funds other than Pledged Revenues to the Trustee to be used to pay principal of, premium, if any, and interest on the First Tier Senior Lien Bonds, but is under no obligation to do so.

Subordinated Obligations

The LACMTA may incur obligations on a subordinated basis and such obligations may be secured by and payable from the Pledged Revenues; provided that such other obligations contain an express statement that such obligations are junior and subordinate in all respects to the First Tier Senior Lien Bonds issued under the Agreement as to liens on and source and security for payment from the Pledged Revenues.

Funds and Accounts

The Agreement creates the Revenue Fund, the Debt Service Fund containing a Bond Interest Account and a Bond Principal Account, the Reserve Fund and the Subordinate Lien Obligation Fund. Provision is also made for a Construction Fund which is created and funded under the terms of the First Supplemental Agreement. The Second Supplemental Agreement amended the Agreement to provide subaccounts within the Bond Interest Account and the Bond Principal Account. Such subaccounts were created within each such account, one for the Initial Bonds and one for each subsequent Series of First Tier Senior Lien Bonds.

The Agreement provides that the moneys in each of such funds and accounts, with the exception of the Construction Fund which may be held in whole or part by the LACMTA, will be held by the Trustee in trust and applied as hereinafter provided with regard to each such fund and account and, pending such application, will be subject to a lien and charge in favor of the holders of the First Tier Senior Lien Bonds for the further security of such holders until paid out or transferred as provided in the Agreement.

Revenue Fund; Flow of Pledged Revenues. The Trustee is required under the Agreement, on each day that Pledged Revenues are deposited into the Revenue Fund, to withdraw from the Revenue Fund an amount sufficient, with any other funds, if any, provided to the Trustee and previously used in such month to make such deposits, to make the deposits described in clauses (a) to (d) below and deposit such sum so withdrawn to the credit of the following accounts:

(a) to the credit of the Bond Interest Account an amount equal to the Aggregate Accrued Interest for the current calendar month less any Excess Deposit made with respect to the last preceding calendar month plus any Deficiency existing on the first day of such calendar month plus any amount of interest which has become due and has not been paid and for which there are insufficient funds in the Bond Interest Account or another special account to be used to make such payment and the amounts so deposited will be credited to the subaccounts within the Bond Interest Account on the basis of the portion of such deposit for the Bond Interest Account attributable to the Series of First Tier Senior Lien Bonds for which such subaccount was credited;

(b) to the credit of the Bond Principal Account the Aggregate Accrued Principal for the current calendar month plus any Accrued Premium and any Deficiency existing on the first day of such calendar month plus any amount of principal which has become due and has not been paid and for which there are insufficient funds in the Bond Principal Account or another special account to make such payment and the amounts so deposited will be credited to the subaccounts within the Bond Principal Account on the basis of the portion of such deposit for the Bond Principal Account attributable to the Series of First Tier Senior Lien Bonds for which such subaccount was credited;

(c) to the credit of the Reserve Fund such portion of the balance, if any, remaining after making the deposits described in clauses (a) and (b) above needed to increase the amount on deposit in the Reserve Fund to an amount equal to the Reserve Fund Requirement for the First Tier Senior Lien Bonds, or if the entire balance is less than the amount necessary, then the entire balance will be deposited into the Reserve Fund; provided, however, that so long as any Reserve Fund Insurance Policy will be in effect and the Reserve Insurer will not be in default of its obligations thereunder, the Trustee will withdraw from the Reserve Fund an amount sufficient to pay the Reserve Insurer the greater of (i) the minimum amount required to be paid in accordance with the provisions of such Reserve Fund Insurance Policy and any related agreements between the LACMTA and the Reserve Insurer, or (ii) the amount necessary to reinstate the amount available to be drawn under such Reserve Fund Insurance Policy in order to meet the Reserve Fund Requirement; and

(d) if the LACMTA has incurred debt on a subordinate basis, to the credit of the Subordinate Lien Obligation Fund in such amounts and at such times as will be needed to provide for payment of such obligations in accordance with the terms of a Supplemental Agreement or Supplemental Agreements relating to such subordinated debt.

Any Pledged Revenues remaining after making the deposits described in clauses (a) through (d), above will, pursuant to the Sixth Supplemental Agreement, immediately be transferred to the trustee for the Proposition A Commercial Paper Notes. Any amounts remaining after the payment of debt service on the Proposition A Commercial Paper Notes will be transferred to the LACMTA and will no longer be considered Pledged Revenues.

If, by the twenty-fifth day of any month, the Trustee has not received revenues from the State Board of Equalization in amounts necessary to make the deposits required by clauses (a), (b) and (c) above, the Trustee will immediately notify the LACMTA.

If the Pledged Revenues are at any time insufficient to make the deposits required by the Agreement, or at any time, the LACMTA may, at its election, deposit with the Trustee funds from any available sources with the direction that such funds be deposited into the funds and accounts or specified funds and accounts held by the Trustee. If the Pledged Revenues and any other funds provided by the LACMTA, are in any month insufficient to make the full deposits required by clause (a) or clause (b), the Trustee will credit the respective subaccount on a pro rata basis.

Debt Service Fund. In addition to the amounts deposited into the Bond Interest Account and Bond Principal Account, as described above, the Trustee may accept and deposit into the Debt Service Fund other amounts from the LACMTA or from other sources to be used for regularly scheduled principal and interest payments or for the redemption of First Tier Senior Lien Bonds. There will be withdrawn from the Bond Interest Account and the Bond Principal Account from time to time and set aside or deposited with the Paying Agent sufficient money for paying the interest on the First Tier Senior Lien Bonds and the principal of and premium on the First Tier Senior Lien Bonds as the same will fall due, or if such interest, principal or premium is paid by or through a form of credit enhancement provided for the First Tier Senior Lien Bonds, amounts in the Bond Interest Account and Bond Principal Account may, if so provided by a Supplemental Agreement, be used to reimburse such amounts to the party providing the credit support. Moneys in the subaccounts within the Bond Interest Account or the Bond Principal Account will, when withdrawn as provided above, be used to pay interest, principal or premium, as the case may be, on the Series of First Tier Senior Lien Bonds for which the subaccount was created.

Reserve Fund. Moneys held in the Reserve Fund will be used for the purpose of paying principal and interest on the First Tier Senior Lien Bonds if the amounts in the bond Interest Account or Bond Principal Account are insufficient for such payments. On or about July 1 of each year, the Trustee will value the Reserve Fund; provided that no valuation will be required in any year in which all investments in the Reserve Fund have an expected weighted average life of less than five years. At any time when the Trustee is required to value the Reserve Fund, all investments which have expected weighted average lives of less than 10 years will be valued at amortized cost and all other investments will be valued at the then current market value. If, on any valuation of the Reserve Fund, the value of the Reserve Fund will exceed the Reserve Fund Requirement for the First Tier Senior Lien Bonds, such excess will be withdrawn and transferred to the LACMTA to be used for any lawful purpose. In addition, at such time as any Series of First Tier Senior Lien Bonds will be paid in full or will be deemed to have been paid in full, the Trustee will value the Reserve Fund, and if the amount on deposit in the Reserve Fund exceeds the Reserve Fund Requirement for the First Tier Senior Lien Bonds, such excess will be withdrawn and transferred to the LACMTA to be used for any lawful purpose. If, on any valuation of the Reserve Fund, the value is less than the Reserve Fund Requirement for the First Tier Senior Lien Bonds, the Trustee will