

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX D

BOOK-ENTRY ONLY SYSTEM

Introduction

Unless otherwise noted, the information contained under the subcaption “—General” below has been provided by DTC. LACMTA makes no representations as to the accuracy or completeness of such information. Further, LACMTA undertakes no responsibility for and makes no representations as to the accuracy or the completeness of the content of such material contained on DTC’s websites as described under “—General,” including, but not limited to, updates of such information or links to other Internet sites accessed through the aforementioned websites. The beneficial owners of the Series 2008-A1 Bonds should confirm the following information with DTC, the Direct Participants or the Indirect Participants.

NEITHER LACMTA NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT OR ANY INDIRECT PARTICIPANT; (B) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE SERIES 2008-A1 BONDS UNDER THE AGREEMENT; (C) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SERIES 2008-A1 BONDS; (D) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT TO THE OWNERS OF THE SERIES 2008-A1 BONDS; (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF SERIES 2008-A1 BONDS; OR (F) ANY OTHER MATTER REGARDING DTC.

General

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Series 2008-A1 Bonds. The Series 2008-A1 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 2008-A1 Bond certificate will be issued for each issue of the Series 2008-A1 Bonds, each in the aggregate principal amount of such issue, and will be deposited with DTC or held by the Trustee.

DTC, the world’s largest securities 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 Standard & Poor’s highest rating: AAA. 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 and www.dtc.org.

Purchases of the Series 2008-A1 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2008-A1 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2008-A1 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 2008-A1 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 2008-A1 Bonds, except in the event that use of the book-entry system for the Series 2008-A1 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2008-A1 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 the Series 2008-A1 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 2008-A1 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Series 2008-A1 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.

While the Series 2008-A1 Bonds are in the book-entry only system, redemption notices will be sent to DTC. If less than all of the Series 2008-A1 Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2008-A1 Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to LACMTA 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 the Series 2008-A1 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and purchase price of and interest payments on the Series 2008-A1 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 LACMTA 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, LACMTA, or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and purchase price and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of LACMTA 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.

A Beneficial Owner shall give notice to elect to have its Series 2008-A1 Bonds purchased or tendered, through its Participant, to the Remarketing Agent, and shall effect delivery of such Series 2008-A1 Bonds by causing the Direct Participant to transfer the Participant’s interest in the Series 2008-A1 Bonds, on DTC’s records, to the Remarketing Agent. The requirement for physical delivery of Series 2008-A1 Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Series 2008-A1 Bonds are transferred by the Direct Participants on DTC’s records and followed by a book-entry credit of tendered Series 2008-A1 Bonds to the Remarketing Agent’s DTC account.

DTC may discontinue providing its services as depository with respect to the Series 2008-A1 Bonds at any time by giving reasonable notice to LACMTA or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2008-A1 Bond certificates are required to be printed and delivered.

LACMTA may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2008-A1 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that LACMTA believes to be reliable, but LACMTA takes no responsibility for the accuracy thereof.

BENEFICIAL OWNERS WILL NOT RECEIVE PHYSICAL DELIVERY OF SERIES 2008-A1 BONDS AND WILL NOT BE RECOGNIZED BY THE TRUSTEE AS OWNERS THEREOF, AND BENEFICIAL OWNERS WILL BE PERMITTED TO EXERCISE THE RIGHTS OF OWNERS ONLY INDIRECTLY THROUGH DTC AND THE PARTICIPANTS.

In the event that the book entry-only system is discontinued, payments of principal and purchase price of and interest on the Series 2008-A1 Bonds will be payable as described in this Remarketing Memorandum under the caption “DESCRIPTION OF THE SERIES 2008-A1 BONDS—General.”

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX E

COPY OF CONTINUING DISCLOSURE CERTIFICATE

[THIS PAGE INTENTIONALLY LEFT BLANK]

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Certificate") is executed and delivered by the Los Angeles County Metropolitan Transportation Authority (the "Authority") in connection with the issuance of its \$65,700,000 Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds Series 2008-A1, \$65,800,000 Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds Series 2008-A2, \$65,750,000 Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds Series 2008-A3, \$65,825,000 Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds Series 2008-A4 and \$26,075,000 Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds Series 2008-B (collectively, the "Series 2008 Bonds") pursuant to the terms of the Agreement (as defined herein). The Authority covenants and agrees as follows:

WITNESSETH:

Section 1. Definitions.

"Agreement" shall mean, collectively, the Trust Agreement, dated as of July 1, 1986, as amended, by and between the Authority, as successor to the Los Angeles County Transportation Commission, and The Bank of New York Mellon Trust Company, N.A., as successor trustee to Wells Fargo Bank N.A., as successor to First Interstate Bank of California (the "Trustee"), and the Twenty-Eighth Supplemental Trust Agreement, dated as of September 1, 2008, by and between the Authority and the Trustee.

"Annual Information" shall mean the information specified in Section 4 hereof.

"GAAP" shall mean generally accepted accounting principles as in effect from time to time in the United States.

"Holder" shall mean any registered owner of Series 2008 Bonds and any beneficial owner of Series 2008 Bonds within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

"MSRB" shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

"Official Statement" means the Official Statement, dated September 4, 2008, prepared and distributed in connection with the initial sale of the Series 2008 Bonds.

"Repository" shall mean the repositories found at <http://www.sec.gov/info/municipal/nrmsir.htm> and any other nationally recognized municipal securities repository within the meaning of Rule 15c2-12.

"Rule 15c2-12" shall mean Rule 15c2-12(b)(5), as amended through the date of this Certificate, as promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

“State Information Depository” shall mean any appropriate California state information depository within the meaning of Rule 15c2-12.

Section 2. Purpose of the Certificate. This Certificate is being executed and delivered by the Authority pursuant to Rule 15c2-12 for the benefit of the Holders of the Series 2008 Bonds in order to assist the participating underwriters in complying with Rule 15c2-12.

Section 3. Obligation To Provide Continuing Disclosure.

(a) The Authority hereby undertakes, for the benefit of the Holders, to provide or cause to be provided:

(i) to each Repository and to the State Information Depository, no later than 195 days after the end of each fiscal year, commencing with the fiscal year ended June 30, 2008, the Annual Information relating to such fiscal year;

(ii) if not submitted as part of the Annual Information, to each Repository and to the State Information Depository, audited financial statements of the Authority for such fiscal year when and if they become available;

(iii) to each Repository or to the MSRB and to the State Information Depository, in a timely manner, notice of any of the following events with respect to the Series 2008 Bonds, if material:

- (A) principal and interest payment delinquencies;
- (B) nonpayment related defaults;
- (C) unscheduled draws on debt service reserves relating to financial difficulties;
- (D) unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) substitution of credit or liquidity providers, or their failure to perform;
- (F) adverse tax opinions or events affecting the tax-exempt status of the Series 2008 Bonds;
- (G) modifications to the rights of security holders;
- (H) optional, contingent or unscheduled bond calls;
- (I) defeasances;
- (J) release, substitution or sale of property securing repayment of the Series 2008 Bonds; and
- (K) rating changes; and

(iv) to each Repository or to the MSRB and to the State Information Depository, in a timely manner, notice of a failure to provide any Annual Information required by clause (a)(i) of this Section 3.

(b) Nothing herein shall be deemed to prevent the Authority from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the Authority disseminates any such additional information, the Authority shall have no obligation to update such information or include it in any future materials disseminated hereunder.

(c) The Annual Information may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 hereof.

Section 4. Annual Information.

(a) The required Annual Information shall contain or incorporate by reference the following:

(i) If available at the time of filing of the Annual Information pursuant to Section 3(a) hereof, the financial statements of the Authority for such recently ended fiscal years, prepared in accordance with the provisions of Section 4 hereof. If the Authority's audited financial statements are not available by the time the Annual Information is required to be filed pursuant to Section 3(a), the Annual Information shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Information when they become available.

(ii) Updated historical information of the type set forth in "TABLE 3 Historic Net Proposition A Sales Tax Receipts, Local Allocations and Pledged Revenues" of the Official Statement.

(iii) Updated information of the type set forth in "TABLE 5—Los Angeles County Metropolitan Transportation Authority, Combined Debt Service Schedule First Tier Senior Lien Bonds" of the Official Statement, but only the information in the columns entitled "Series 2008 Bonds Debt Service" and "Combined Total Debt Service First Tier Senior Lien Bonds" and only to the extent the information in these columns has changed.

(b) All or any portion of the Annual Information may be incorporated in the Annual Information by cross reference to any other documents which have been filed with (i) the Repositories, the State Information Depository and, if the document is an official statement, the MSRB; or (ii) the Securities and Exchange Commission.

(c) Annual information for any fiscal year containing any modified operating data or financial information (as contemplated by Section 8(e), hereof) for such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, such Annual Information shall present a comparison between

the financial statements or information prepared on the basis of modified accounting principles and those prepared on the basis of former accounting principles.

Section 5. Financial Statements. The Authority's annual financial statements for each fiscal year shall be prepared in accordance with GAAP as in effect from time to time and as applied to governmental units. Such financial statements shall be audited by an independent accounting firm.

Section 6. Remedies. If the Authority shall fail to comply with any provision of this Certificate, then any Holder may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding in law or in equity, this Certificate against the Authority and any of the officers, agents and employees of the Authority, and may compel the Authority or any such officers, agents or employees to perform and carry out their duties under this Certificate; provided that the sole and exclusive remedy for breach of this Certificate shall be an action to compel specific performance of the obligations of the Authority hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and, provided further, that any challenge to the adequacy of any information provided pursuant to Section 3 may be brought only by the Holders of 25% in aggregate principal amount of the Series 2008 Bonds at the time outstanding. A failure by the Authority to comply with the provisions of this Certificate shall not constitute an Event of Default under the Agreement.

Section 7. Parties in Interest. This Certificate is executed and delivered solely for the benefit of the Holders. No other person shall have any right to enforce the provisions hereof or any other rights hereunder.

Section 8. Amendment. Without the consent of any holders of Series 2008 Bonds, the Authority at any time and from time to time may enter into any amendments or changes to this Certificate for any of the following purposes:

(a) to comply with or conform to any changes in Rule 15c2-12 or any authoritative interpretations thereof by the Securities and Exchange Commission or its staff (whether required or optional);

(b) to add a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;

(c) to evidence the succession of another person to the Authority and the assumption by any such successor of the covenants of the Authority hereunder;

(d) to add to the covenants of the Authority for the benefit of the Holders, or to surrender any right or power herein conferred upon the Authority; or

(e) to modify the contents, presentation and format of the Annual Information from time to time as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Authority, or type of business conducted; provided that (i) the certificate, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Series 2008 Bonds, after

taking into account any amendments or authoritative interpretations of the Rule, as well as any change in circumstances; and (ii) the amendment or change does not materially impair the interests of Holders, as determined either by a party unaffiliated with the Authority (such as bond counsel), or by the vote or consent of Holders of a majority in outstanding principal amount of the Series 2008 Bonds on or prior to the time of such amendment or change.

Section 9. Termination. This Certificate shall remain in full force and effect until such time as all principal of and interest on the Series 2008 Bonds shall have been paid in full or legally defeased pursuant to the Agreement. Upon any such legal defeasance, the Authority shall provide notice of such defeasance to each Repository, the State Information Depository and the MSRB. Such notice shall state whether the Series 2008 Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption.

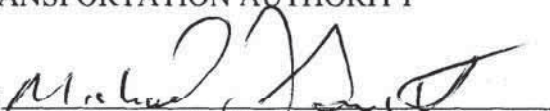
Section 10. Governing Law. THIS CERTIFICATE SHALL BE GOVERNED BY THE LAWS OF CALIFORNIA DETERMINED WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW.

Section 11. Filing With Central Post Office. Any filing under this Certificate may be made solely by transmitting such filing solely to the Texas Municipal Advisory Council as provided at <http://www.disclosureusa.org> unless the United States Securities and Exchange Commission has withdrawn the interpretive advice in its letter to the Texas Municipal Advisory Council dated September 7, 2004.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has duly authorized, executed and delivered this Certificate as of September 11, 2008.

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: 
Michael J. Smith, Assistant Treasurer

[Signature Page to Continuing Disclosure Certificate]

APPENDIX F

FORM OF BOND COUNSEL APPROVING OPINION

August 4, 2011

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2932

Re: \$65,575,000 Los Angeles County Metropolitan Transportation Authority
Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds Series 2008-A1

Ladies and Gentlemen:

We have acted as Bond Counsel to the Los Angeles County Metropolitan Transportation Authority (the "Authority") in connection with the Authority's \$65,575,000 Los Angeles County Metropolitan Transportation Authority Proposition A First Tier Senior Sales Tax Revenue Refunding Bonds Series 2008-A1 (the "Series 2008-A1 Bonds") being remarked by the Authority on the date hereof. The Series 2008-A1 Bonds were issued pursuant to, and payable from and secured under, a Trust Agreement, dated as of July 1, 1986, as amended and supplemented (the "Trust Agreement"), by and between the Authority, as successor to the Los Angeles County Transportation Commission, and The Bank of New York Mellon Trust Company, N.A., as successor in interest to Wells Fargo Bank, N.A., the successor to First Interstate Bank of California, as trustee, and as further supplemented by the Amended and Restated Twenty-Eighth Supplemental Trust Agreement, dated as of August 1, 2011 (the "Twenty-Eighth Supplement"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee and tender agent (the "Trustee"). The Trust Agreement and the Twenty-Eighth Supplement are collectively referenced herein as the "Agreement." Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

As bond counsel, we have examined the Agreement, the Tax and Nonarbitrage Certificate of the Authority (the "Tax Certificate") executed in connection with the Series 2008-A1 Bonds, opinions of counsel to the Authority and the Trustee, certificates of the Authority, the Trustee and others in connection with the original issuance and delivery, and the remarketing of the Series 2008-A1 Bonds, copies, certified to us as being true and complete, of the proceedings of the Authority for the issuance and remarketing of the 2008-A1 Bonds, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein, although in doing so, we have not undertaken to verify independently the accuracy of the factual matters represented, warranted or certified therein, and we have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and the validity against, any parties other than the Authority thereto.

The opinions expressed herein are based upon an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have neither undertaken to determine, nor to inform any person, whether any such actions are taken or omitted or events do occur or whether any other matters come to our attention after the date hereof. We call attention to the fact that the rights and obligations under the Series 2008-A1 Bonds, the Agreement and the Tax Certificate may be subject to (i) any applicable bankruptcy, reorganization, insolvency, reorganization, arrangement, moratorium or similar laws affecting creditors' rights generally (including,

without limitation, fraudulent conveyance laws), (ii) general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, (iii) the exercise of judicial discretion in appropriate cases, (iv) the limitations on legal remedies imposed on actions against public entities in the State of California, and (v) the application of California laws relating to conflicts of interest to which public entities are subject. We express no opinion as to any provision in the Agreement, the Tax Certificate or the Series 2008-A1 Bonds with respect to the priority of any pledge or security interest, indemnification, or governing law. We undertake no responsibility for the accuracy, completeness or fairness of the Remarketing Memorandum or other offering material relating to the remarketing of the Series 2008-A1 Bonds and express no opinion with respect thereto in this letter.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Agreement has been duly authorized, executed and delivered by the Authority and constitutes the legally valid and binding obligation of the Authority, enforceable in accordance with its terms.
2. The Series 2008-A1 Bonds are valid and legally binding special sales tax obligations of the Authority, payable from and secured by a pledge of Pledged Revenues as defined in the Agreement, subject to the provisions of the Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. The Series 2008-A1 Bonds do not constitute general obligations of the Authority.
3. The Internal Revenue Code of 1986 (the "Code") sets forth certain requirements which must be met subsequent to the issuance and delivery of the Series 2008-A1 Bonds for interest thereon to be and remain excluded from gross income for Federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2008-A1 Bonds to be included in gross income for Federal income tax purposes retroactive to the date of issue of the Series 2008-A1 Bonds. Pursuant to the Agreement and the Tax Certificate, the Authority has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Series 2008-A1 Bonds from gross income for Federal income tax purposes pursuant to Section 103 of the Code. In addition, the Authority has made certain representations and certifications in the Agreement and Tax Certificate. We have not independently verified the accuracy of those certifications and representations.

Under existing law, assuming compliance with the tax covenants described herein and the accuracy of the aforementioned representations and certifications, interest on the Series 2008-A1 Bonds is excluded from gross income for Federal income tax purposes under Section 103 of the Code. We are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals and corporations. Interest on the Series 2008-A1 Bonds is, however, included in the adjusted current earnings of certain corporations for purposes of computing the alternative minimum tax imposed on such corporations.

4. We are further of the opinion that interest on the Series 2008-A1 Bonds is exempt from personal income taxes of the State of California under present state law.

Except as stated in the preceding three paragraphs, we express no opinion as to any other Federal, state or local tax consequences of the ownership or disposition of the Series 2008-A1 Bonds. Furthermore, we express no opinion as to any Federal, state or local tax law consequences with respect to the Series 2008-A1 Bonds, or the interest thereon, if any action is taken with respect to the Series 2008-A1 Bonds or the proceeds thereof upon the advice or approval of other counsel.

The opinion set forth in paragraph 2 above assumes that the Trustee has duly authenticated the Series 2008-A1 Bonds.

We have acted in this transaction solely as Bond Counsel to the Authority. This opinion is addressed to you solely for your benefit in connection with the remarketing of the 2008-A1 Bonds on the date hereof. No persons other than you may rely upon this letter without our express prior written consent. This opinion may not be utilized for any other purpose and may not be quoted without our express prior written consent. This opinion speaks only as of its date and is limited to the opinions expressly stated herein. We assume no obligation to review, supplement or update this opinion subsequent to its date, whether by reason of a change in law, legislative or regulatory action, judicial decision or for any other reason.

Respectfully submitted,

[THIS PAGE INTENTIONALLY LEFT BLANK]

[THIS PAGE INTENTIONALLY LEFT BLANK]

[THIS PAGE INTENTIONALLY LEFT BLANK]

[THIS PAGE INTENTIONALLY LEFT BLANK]



MetroTM

