“Additional First Tier Senior Lien Bonds” means additional bonds and other obligations ranking on a parity with the First Tier Senior Lien Bonds that the LACMTA may issue or incur provided that the LACMTA complies with certain tests for additional obligations contained in the Agreement.

“Aggregate Accrued Interest” means, for any calendar month, the sum of the Accrued Interest for all Series of Outstanding First Tier Senior Lien Bonds.

“Aggregate Accrued Principal” means, for any calendar month, the sum of the Accrued Principal for all Series of Outstanding First Tier Senior Lien Bonds.

“Agreement” means the Trust Agreement, dated as of July 1, 1986, between the LACMTA and the Trustee, together with all amendments and supplements thereto, including the Amended and Restated Twenty-Eighth Supplemental Trust Agreement.

“Alternate Credit Enhancement” or “Alternate Liquidity Facility” means a letter of credit, insurance policy, line of credit, surety bond, standby purchase agreement or other security or liquidity instrument, as the case may be, issued in accordance with the terms of the Twenty-Eighth Supplement as a replacement or substitute for any Credit Enhancement or Liquidity Facility, as applicable, then in effect.

“Alternate Rate” means, on any Rate Determination Date, for any Mode, a rate per annum equal to 110% of (a) the SIFMA Municipal Swap Index of Municipal Market Data, most recently available as of the date of determination, or (b) if such index is no longer available, or if the SIFMA Municipal Swap Index is no longer published, the S&P Weekly High Grade Index (formerly the Kenny Index), or if neither the SIFMA Municipal Swap Index nor the S&P Weekly High Grade Index is published, the index determined to equal the prevailing rate determined by the applicable Remarketing Agent for tax-exempt state and local government bonds meeting criteria determined in good faith by the applicable Remarketing Agent to be comparable under the circumstances to the criteria used by the Securities Industry and Financial Markets Association to determine the SIFMA Municipal Swap Index just prior to when the Securities Industry and Financial Markets Association stopped publishing the SIFMA Municipal Swap Index. The Tender Agent will make the determinations required by this determination, upon notification from the Authority, if there is no Remarketing Agent, if the applicable Remarketing Agent fails to make any such determination or if the applicable Remarketing Agent has suspended its remarketing efforts in accordance with the applicable Remarketing Agreement.

“ARS Rate” means for each series of the Series 2008-A1 Bonds bearing interest at an ARS Rate, the rate of interest to be borne by the Series 2008-A1 Bonds of such series during each Auction Period determined in accordance with the Twenty-Eighth Supplement; provided, however, in no event may the ARS Rate exceed the maximum interest rate specified in the Twenty-Eighth Supplement.

“Authorized Authority Representative” means the Chairperson or Treasurer of the LACMTA or such other officer or employee of the LACMTA or other person who has been designated an agent of the LACMTA by resolution of the LACMTA.

“Authorized Denomination” means with respect to Series 2008-A1 Bonds in a Daily Mode or Weekly Mode, $100,000 and any integral multiple of $5,000 in excess thereof.

“Automatic Termination Event” means an event of default set forth in the applicable Reimbursement Agreement between the LACMTA and the applicable Liquidity Provider which would result in the immediate termination of the applicable Liquidity Facility prior to its stated expiration date without at least twenty-five days' prior notice from the applicable Liquidity Provider to the Tender Agent, other than a termination upon the substitution of an Alternate Liquidity Facility.
“Balloon Indebtedness” means indebtedness 25% or more of the principal of which matures on the same date and such amount is not required by the documents governing such indebtedness to be amortized by payment or redemption prior to such date. If any indebtedness consists partially of Variable Rate Indebtedness and partially of indebtedness bearing interest at a fixed rate, the portion constituting Variable Rate Indebtedness and the portion bearing interest at a fixed rate will be treated as separate issues for purposes of determining whether any such indebtedness constitutes Balloon 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.

“Beneficial Owner” means, whenever used with respect to a Series 2008-A1 Bond, the person in whose name such Series 2008-A1 Bond is recorded as the beneficial owner of such Series 2008-A1 Bond by a Participant on the records of such Participant.

“Bond Counsel” means a firm of attorneys which are nationally recognized as experts in the area of municipal finance and which are familiar with the transactions contemplated under the Agreement and which are acceptable to the LACMTA and the Trustee.

“Bond Interest Account” means the trust account by that name established within the Debt Service Fund pursuant to the Agreement.

“Bond Principal Account” means the trust account of that name established within the Debt Service Fund pursuant to the Agreement.

“Book-Entry Bonds” means the Series 2008-A1 Bonds held by DTC (or its nominee) as the registered owner thereof pursuant to the terms and provisions of the Twenty-Eight Supplement.

“Business Day” means any day other than (a) a Saturday or Sunday; (b) a day on which commercial banks in New York, New York or Los Angeles, California are authorized or required by law to close; or (c) with respect to the Series 2008-A1 Bonds, a day on which the New York Stock Exchange is closed, provided that for provisions relating solely to the Series 2008-A1 Bonds, “Business Day” means any business day other than (i) a Saturday or Sunday or (ii) a day on which the Trustee, Tender Agent, Paying Agent or the applicable Remarketing Agent are required or authorized to be closed or (iii) a day on which the office of the applicable Credit Provider or Liquidity Provider at which it will pay draws or advances are required or authorized to be closed or (iv) a day on which the New York Stock Exchange is closed.

“Cede & Co.” means Cede & Co., the nominee of DTC and any successor nominee of DTC with respect to the Series 2008-A1 Bonds, as the case may be.

“Chairperson” means the Chairperson of the LACMTA and his or her successors.

“Code” means the Internal Revenue Code of 1986, as amended, or with respect to provisions applicable to the Series 1986 Bonds, the Internal Revenue Code of 1954, as amended, and in each case, the United States Treasury Regulations proposed or in effect with respect thereto.

“Construction Fund” means the fund or funds by that name authorized to be created by the Agreement.

“Consultant” means the consultant, consulting firm, accountant or accounting firm retained by the LACMTA to perform acts and carry out the duties provided for such Consultant in the Agreement or any Supplemental Agreement. Such consultant, consulting firm, accountant or accounting firm will be
nationally recognized within its profession for work of the character required and will be acceptable to the Trustee and the LACMTA.

“Costs of Issuance” means all costs and expenses incurred by the LACMTA in connection with the issuance of the Series 2008-A1 Bonds, including, but not limited to, costs and expenses of printing and copying documents and the Series 2008-A1 Bonds and the fees, costs and expenses of rating agencies, credit or liquidity providers or enhancers, if any, the Trustee, bond counsel, disclosure counsel, underwriters’ counsel, verification agents, accountants, financial advisors and other consultants and the premium for the reserve fund surety bond insurance, if any.

“Credit Provider” means any bank, insurance company, pension fund or other financial institution which provides a Credit Enhancement or Alternate Credit Enhancement for the Series 2008-A1 Bonds.

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

“Daily Rate” means the per annum interest rate on any Series 2008-A1 Bond in the Daily Mode determined pursuant to the Twenty-Eighth Supplement.

“Debt Service Fund” means the debt service fund by that name created by the Agreement.

“Default” or “Event of Default” means any occurrence or event described in this Appendix C under the caption “Events of Default and Remedies.”

“Deficiency” means, at any time, the difference between the amount on deposit in the Bond Interest Account or the Bond Principal Account, as the case may be, and the Aggregate Accrued Interest or Aggregate Accrued Principal, respectively, for all prior calendar months which is unpaid on such day.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns.

“Excess Deposit” means, with respect to a previous calendar month, the amount of Pledged Revenues deposited into the Bond Interest Fund in excess of the amount of interest which actually accrued on the Outstanding First Tier Senior Lien Bonds during such previous calendar month.

“Favorable Opinion of Bond Counsel” means, with respect to any action the occurrence of which requires such an opinion, an unqualified opinion of Bond Counsel, to the effect that such action is permitted under the Act and the Agreement and this Twenty-Eighth Supplement and will not adversely affect the validity of the Series 2008-A1 Bonds or the exclusion of interest on the Series 2008-A1 Bonds from gross income for purposes of federal income taxation (subject to the inclusion of any exceptions contained in the opinion delivered upon original issuance of the Series 2008-A1 Bonds).


“First Supplemental Agreement” means the First Supplemental Trust Agreement dated as of July 1, 1986 between the LACMTA and the Trustee, which includes the terms of the Series 1986-A Bonds.
“First Tier Senior Lien Bond” or “First Tier Senior Lien Bonds” means indebtedness and securities of any kind or class, including bonds, notes, bond anticipation notes, commercial paper and other obligations, issued under the provisions of the Agreement. “First Tier Senior Lien Bond” or “First Tier Senior Lien Bonds” will not include any subordinated obligations incurred by the LACMTA as permitted by the Agreement.

“Fiscal Year” means the period of time beginning on July 1 of each given year and ending on June 30 of the immediately subsequent year, or such other similar period as the LACMTA designates as its fiscal year.

“Fixed Interest Rate” or “Fixed Rate” means the per annum interest rate on any Series 2008-A1 Bond in the Fixed Rate Mode determined pursuant to the Twenty-Eighth Supplement.

“Flexible Interest Rate” or “Flexible Rate” means the per annum interest rate on a Series 2008-A1 Bond in the Flexible Mode determined for such Series 2008-A1 Bond pursuant to the Twenty-Eighth Supplement. The Series 2008-A1 Bonds in the Flexible Mode may bear interest at different Flexible Rates.

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

“Government Obligations” means (i) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, (ii) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in clause (i) above, and (iii) direct obligations of agencies of the United States of America which obligations are rated “Aaa” by Moody’s and “AAA” by S&P and the guaranteed investment agreements of such agencies.

“Holder” or “Bondholder” or “Owner” means the registered owner of any First Tier Senior Lien Bond, including DTC or its nominee as the sole registered owner of Book-Entry Bonds.


“Initial Bonds Reserve Requirement” means $61,097,689 or such lesser amount as will be equal to Maximum Annual Debt Service on the Initial Bonds. The Initial Bonds Reserve Requirement may, if the LACMTA deems it appropriate or necessary to meet the expectations or needs of Bondholders, be increased above the amount determined under the foregoing provisions of this definition if, prior to such increase, there is delivered to the Trustee a written opinion of Bond Counsel to the effect that such increase will not adversely affect the exemption of interest on the Bonds from federal income taxation.

“Interest Payment Date” means the first Business Day of each month and each Mandatory Purchase Date for the Series 2008-A1 Bonds bearing interest in a Daily Rate or a Weekly Rate.

“Interest Period” means, with respect to Series 2008-A1 Bonds in the Variable Rate Mode or the Fixed Rate Mode, the period of time that the Series 2008-A1 Bonds bear interest at the rate (per annum) which becomes effective at the beginning of such period, and will include a Flexible Rate Period, a Daily Rate Period, a Weekly Rate Period, a Term Rate Period and a Fixed Rate Period.
“LACMTA” means the Los Angeles County Metropolitan Transportation Authority created under the provisions of the LACMTA Act, and any successor to its function.

“LACMTA Act” means Chapter 2, Division 12 of the California Public Utilities Code (commencing with Section 130050.2).

“Liquidity Facility” or “Liquidity Facilities” means any letter of credit, line of credit, standby purchase agreement or other instrument then in effect which provides for the payment of the purchase price of all or a portion of the Series 2008-A1 Bonds upon the tender thereof in the event remarketing proceeds are insufficient therefor.

“Liquidity Provider” or “Liquidity Providers” means any bank, insurance company, pension fund or other financial institution which provides a Liquidity Facility or Alternate Liquidity Facility for the Series 2008-A1 Bonds. Following the Purchase Date, the initial Liquidity Provider with respect to the Series 2008-A1 Bonds will be Bank of America, N.A.

“Liquidity Provider Bonds” means any Series 2008-A1 Bonds purchased by a Liquidity Provider with funds drawn on or advanced under the applicable Liquidity Facility.

“Local Allocation” means 25% of the Proposition A Sales Tax, calculated on an annual basis, which 25% is, under Ordinance No. 16, allocated to local jurisdictions for local transit.

“Mandatory Purchase Date” means (i) with respect to a Flexible Rate Bond the first Business Day following the last day of each Flexible Rate Period with respect to such Series 2008-A1 Bond, (ii) for Series 2008-A1 Bonds in the Term Rate Mode, on the first Business Day following the last day of each Term Rate Period, (iii) any Mode Change Date (except a change in Mode between the Daily Mode and the Weekly Mode) or any date on which the applicable Series 2008-A1 Bonds are converted to bear interest at auction rates in accordance with the Twenty-Eighth Supplement, (iv) any Substitution Date, (v) the fifth Business Day prior to the Expiration Date (other than as a result of an Automatic Termination Event), (vi) the date specified by the Trustee following the occurrence of an event of default (other than an Automatic Termination Event) under the applicable Reimbursement Agreement, which date will be a Business Day not more than twenty-five nor less than twenty days after the Trustee’s receipt of notice of such event of default from the applicable Credit Provider or Liquidity Provider and in no event later than the Business Day preceding the termination date specified by the applicable Credit Provider or Liquidity Provider; (vii) the date specified by the Trustee following receipt of notice by the Trustee from the applicable Credit Provider that the applicable Credit Enhancement will not be reinstated following a drawing to pay interest on the Series 2008-A1 Bonds covered by such Credit Enhancement (other than interest on Series 2008-A1 Bonds no longer Outstanding after such drawing) which date will be a Business Day not more than five days after the Trustee’s receipt of such notice, and (viii) for Series 2008-A1 Bonds in the Daily Mode or Weekly Mode, any Business Day specified by the LACMTA in a notice to the Trustee not less than 20 days after the Trustee’s receipt of such notice and in no event later than the day preceding the Expiration Date.

“Maximum Annual Debt Service” means, at any point in time, with respect to First Tier Senior Lien Bonds then Outstanding, the maximum amount of principal and interest becoming due in the then current or any future Fiscal Year, calculated by the LACMTA or by a Consultant as provided in this definition. For purposes of calculating Maximum Annual Debt Service, as used in determining the Reserve Fund Requirement for the First Tier Senior Lien Bonds and as used in the Agreement, the following assumptions will be used to calculate the principal and interest becoming due in any Fiscal Year:
a. in determining the principal amount due in each year, payment will (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with any amortization schedule established for such debt, including any scheduled redemption of First Tier Senior Lien Bonds on the basis of accreted value, and for such purpose, the redemption payment will be deemed a principal payment;

b. if any of the Outstanding Series of First Tier Senior Lien Bonds constitute Balloon Indebtedness or Balloon Indebtedness and Variable Rate Indebtedness or if First Tier Senior Lien Bonds then proposed to be issued would constitute Balloon Indebtedness or Balloon Indebtedness and Variable Rate Indebtedness, then, for purposes of determining Maximum Annual Debt Service, such amounts as constitute Balloon Indebtedness will be treated as if the principal amount of such First Tier Senior Lien Bonds were to be amortized in substantially equal annual installments of principal and interest over a term of 25 years; the interest rate used for such computation will be 12% per annum;

c. if any Outstanding First Tier Senior Lien Bonds constitute Tender Indebtedness or if First Tier Senior Lien Bonds then proposed to be issued would constitute Tender Indebtedness, then for purposes of determining the amounts of principal and interest due in any Fiscal Year on such First Tier Senior Lien Bonds, the options or obligations of the owners of such First Tier Senior Lien Bonds to tender the same for purchase or payment prior to their stated maturity or maturities will be treated as a principal maturity (but any such amount treated as a maturity will not be eligible for treatment as Balloon Indebtedness) occurring on the first date on which owners of such First Tier Senior Lien Bonds may or are required to tender such First Tier Senior Lien Bonds, except that any such option or obligation to tender First Tier Senior Lien Bonds will be ignored and not treated as a principal maturity if (1) such First Tier Senior Lien Bonds are rated in one of the two highest long-term rating categories (without reference to gradations such as “plus” or “minus”) by Moody’s, if Moody’s is then maintaining a rating on First Tier Senior Lien Bonds Outstanding under the Agreement, and by S&P, if S&P is then maintaining a rating on First Tier Senior Lien Bonds Outstanding under the Agreement, or such First Tier Senior Lien Bonds are rated in the highest short-term, note or commercial paper rating categories by Moody’s, if Moody’s is then maintaining a rating on First Tier Senior Lien Bonds Outstanding under the Agreement, and by S&P, if S&P is then maintaining a rating on First Tier Senior Lien Bonds Outstanding under the Agreement, and (2) any obligation, if any, the LACMTA may have, other than its obligations on such First Tier Senior Lien Bonds, to reimburse any person for having extended a credit or liquidity facility or a bond insurance policy, or similar arrangement, will either be subordinated to the obligation of the LACMTA on the First Tier Senior Lien Bonds or be an obligation incurred under and meeting the tests and conditions set forth in Article II of the Agreement;

d. (a) if any Outstanding First Tier Senior Lien Bonds issued prior to May 4, 1993 constitute Variable Rate Indebtedness, the interest rate on such First Tier Senior Lien Bonds will be assumed to be 110% of the greater of (1) the daily average interest rate on such First Tier Senior Lien Bonds during the 12 months ending with the month preceding the date of calculation, or such shorter period that such First Tier Senior Lien Bonds will have been Outstanding, or (2) the rate of interest on such First Tier Senior Lien Bonds on the date of calculation or (b) if any First Tier Senior Lien Bonds issued, or proposed to be issued, on or after May 4, 1993 constitute Variable Rate Indebtedness, the interest rate on such First Tier Senior Lien Bonds will be assumed to be the maximum interest rate specified in any credit or liquidity facility or other arrangement for the tender of such First Tier Senior Lien Bonds, or if no such facility or arrangement exists, the maximum stated interest rate which may be borne by such First Tier
Senior Lien Bonds; provided that in the event that such Variable Rate Indebtedness is issued in connection with an interest rate swap agreement in which the LACMTA has agreed to pay a fixed interest rate and such interest rate swap agreement has been reviewed and approved by S&P, and to the extent Financial Guaranty or MBIA are then insuring any First Tier Senior Lien Bonds and are not in default under the related insurance policy, Financial Guaranty and/or MBIA, as applicable, for purposes of this definition, then the interest rate for purposes of computing Maximum Annual Debt Service will be such fixed interest rate for the period that such interest rate swap agreement is contracted to remain in full force and effect and thereafter will be assumed to be such maximum interest rate described above;

e. if any interest rate swap agreement or similar agreement or arrangement, entered into, or proposed to be entered into, on or after May 4, 1993, in which the LACMTA has agreed to pay the floating amount thereunder is in effect with respect to the First Tier Senior Lien Bonds to which it relates, no fixed amounts payable under such interest rate swap agreement will be included in the calculation of Maximum Annual Debt Service, and the interest rate with respect to such First Tier Senior Lien Bonds will be assumed to be 12% per annum, unless the interest rate swap agreement has been reviewed and approved by S&P, and to the extent Financial Guaranty and MBIA are then insuring any First Tier Senior Lien Bonds and are not in default under the related insurance policy, Financial Guaranty and/or MBIA, as applicable, for purposes of this definition, in which event only the amount of such floating payments to be made by the LACMTA (at an assumed interest rate of 12% per annum) that exceed the fixed amounts to be paid under the interest rate swap agreement will be included in the calculation of Maximum Annual Debt Service;

f. if moneys or Government Obligations have been irrevocably deposited with and are held by the Trustee or another fiduciary to be used to pay principal and/or interest on specified First Tier Senior Lien Bonds, then the principal and/or interest to be paid from such moneys, Government Obligations or from the earnings thereon will be disregarded and not included in calculating Maximum Annual Debt Service; and if the First Tier Senior Lien Bonds are Paired Obligations, the interest rate on such First Tier Senior Lien Bonds will be the resulting linked rate or effective fixed interest rate to be paid by the LACMTA with respect to such Paired Obligations.

“Maximum Rate” means, with respect to the Series 2008-A1 Bonds, 12% per annum; provided that the Maximum Rate with respect to Liquidity Provider Bonds will be the maximum rate set forth in the applicable Liquidity Facility.

“MBIA” means MBIA Insurance Corporation, a New York stock insurance company, or any successor thereto.

“Mode” or “Interest Rate Mode” means as the context may require, the Flexible Mode, the Daily Mode, the Weekly Mode, the Term Rate Mode or the Fixed Rate Mode.

“Mode Change Date” means with respect to the Series 2008-A1 Bonds in a particular Mode, the day on which another Mode for the Series 2008-A1 Bonds begins.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and its assigns, and, if such corporation will for any reason no longer perform the functions of a securities rating agency, “Moody’s” will be deemed to refer to any other nationally recognized rating agency designated by the LACMTA.
“Ordinance No. 16” means “An Ordinance Establishing A Retail Transactions and Use Tax In The County of Los Angeles For Public Transit Purposes” adopted by the LACMTA on August 20, 1980.

“Outstanding” means, when used with reference to Series 2008-A1 Bonds, all Series 2008-A1 Bonds which have been authenticated and delivered by the Trustee under the Agreement and the Twenty-Eighth Supplement, except:

1. Series 2008-A1 Bonds cancelled or purchased by the Trustee for cancellation or delivered to or acquired by the Trustee for cancellation and, in all cases, with the intent to extinguish the debt represented thereby;

2. Series 2008-A1 Bonds deemed to be paid in accordance with Article VII of the Agreement;

3. Series 2008-A1 Bonds in lieu of which other Series 2008-A1 Bonds have been authenticated under the Agreement;

4. Series 2008-A1 Bonds that have become due (at maturity or on redemption, acceleration or otherwise) and for the payment of which sufficient moneys, including interest accrued to the due date, are held by the Trustee or a Paying Agent; and

5. for purposes of any consent or other action to be taken by the holders of a specified percentage of Series 2008-A1 Bonds under the Agreement, any Series 2008-A1 Bonds held by or for the account of the LACMTA or by any person controlling, controlled by or under common control with the LACMTA, unless such Series 2008-A1 Bonds are pledged to secure a debt to an unrelated party, in which case such Series 2008-A1 Bonds will, for purposes of consents and other Bondholder action, be deemed to be outstanding and owned by the party to which such Series 2008-A1 Bonds are pledged.

“Paired Obligations” means any indebtedness or portion of indebtedness designated as Paired Obligations in the Supplemental Agreement or other document authorizing the issuance or incurrence thereof, which are simultaneously issued or incurred (i) the principal of which is of equal amount maturing and to be redeemed (or cancelled after acquisition thereof) on the same dates and in the same amounts, and (ii) the interest rates which, taken together, result in any irrevocably fixed interest rate obligation of the LACMTA for the terms of such indebtedness.

“Participant” means the participants of DTC which include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations.

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

“Pledge Agreements” means, collectively or individually as the context requires, the Multifamily Housing Bonds Pledge Agreement, dated as of September 1, 1993, between the LACMTA and Bank of America National Trust and Savings Association, and the Qualified Redevelopment Bonds Pledge Agreement, dated as of April 1, 2002, among the LACMTA, the Community Redevelopment Agency of the City of Los Angeles, California and U.S. Bank, N.A., as trustee.