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***BOND PURCHASE AGREEMENT***

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**\$150,000,000**  
**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**  
**SUBORDINATE MEASURE R SALES TAX REVENUE BONDS, SERIES C**

**BOND PURCHASE AGREEMENT**

November 23, 2015

Los Angeles County Metropolitan  
Transportation Authority



RBC Capital Markets, LLC (together with its successors and assigns, the “*Underwriter*”) offers to enter into this Bond Purchase Agreement (this “*Agreement*”) with Los Angeles County Metropolitan Transportation Authority (the “*Authority*”), which, upon acceptance, will be binding upon the Authority and the Underwriter. This offer is made subject to the Authority’s acceptance, which acceptance shall be evidenced by the execution of this Agreement prior to 1:00 p.m., New York City time, on November 23, 2015 (such date being herein referred to as the “*Closing Date*”), by the Treasurer of the Authority and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the Authority at any time prior to acceptance; *provided*, that the obligation of the Underwriter to purchase the Subseries of (as defined in the Supplemental Trust Agreement, as defined in Section 1(b) hereof) the Series C Bonds (as hereinafter defined) and the obligation of the Authority to sell the Series C Bonds to the Underwriter shall be subject to the terms and conditions hereof, including, without limitation, Section 4 hereof.

To induce the Underwriter to purchase the Series C Bonds and to advance Drawings (as hereinafter defined) thereunder, the Authority and RBC Municipal Products, LLC, as purchaser of each Subseries of Series C Bonds from the Underwriter (the “*Purchaser*”), have entered into that certain Bondholder’s Agreement dated as of November 1, 2015 (as amended, supplemented, restated or otherwise modified from time to time in accordance with its terms, the “*Bondholder’s Agreement*”), which contains certain additional terms and agreements pertaining to the Series C Bonds. Capitalized terms used herein and not defined shall have the meanings assigned thereto in the Bondholder’s Agreement.

SECTION 1. PURCHASE AND SALE OF THE SERIES C BONDS.

(a) *Subseries of Series C Bonds; Drawings; Commitment End Date.* Upon the terms and conditions and upon the basis of the representations and agreements set forth herein, the Underwriter hereby agrees to purchase from the Authority, and the Authority hereby agrees to sell to the Underwriter the Authority’s Subordinate Measure R Sales Tax Revenue Bonds, Series C in one or more Subseries (collectively, the “*Series C Bonds*”). The Series C Bonds shall be issued in two subseries, Subseries C-1 (Tax-Exempt) (the “*Subseries C (Tax-Exempt) Bonds*”) and Subseries C-2 (Taxable) (the “*Subseries C (Taxable) Bonds*”) and will bear interest at variable rates, in each case, as reflected by the Schedule of Drawings, Redemptions and

Remarketings attached to such Subseries of Series C Bonds. Each Subseries of the Series C Bonds shall be purchased by the Underwriter by paying to the Trustee for the account of the Authority, on the date of issuance of such Subseries, an amount equal to 100% of the principal amount advanced to the Authority on such date of issuance and, on and after such date of issuance but prior to the Commitment End Date, in draw down installments on the date of each Drawing with respect to such Subseries (each such date, a “*Drawing Date*”); *provided*, that if any Drawing Date is not an Interest Payment Date (as defined in the Supplemental Trust Agreement), then the Underwriter shall also pay to the Trustee, for the account of the Authority, an amount equal to all accrued interest on the Subseries of the Series C Bonds being purchased on such Drawing Date from and including the prior Interest Payment Date, to but not including such Drawing Date. Each Drawing with respect to the Subseries C (Taxable) Bonds is referred to herein as a “*Taxable Drawing*” and each Drawing with respect to the Subseries C (Tax-Exempt) Bonds is a “*Tax-Exempt Drawing*” and each Taxable Drawing and Tax-Exempt Drawing is sometimes referred to herein as a “*Drawing*.” The outstanding principal amount of each Subseries of the Series C Bonds will be equal to 100% of the aggregate principal amount of all outstanding Drawings with respect to such Subseries of the Series C Bonds, reduced by the principal amount of any and all redemptions thereof. The Subseries C (Tax-Exempt) Bonds shall be issued in an original maximum stated principal amount of \$150,000,000 and the Subseries C (Taxable) Bonds shall be issued in an original maximum stated principal amount of \$100,000,000. No Subseries of the Series C Bonds may be issued and no Drawing under either Subseries of Series C Bonds shall be advanced by the Underwriter after November 20, 2020, or such earlier date on which the Underwriter’s commitment to advance funds hereunder is terminated at the election of the Authority or the Underwriter pursuant to Section 9 hereof or, if any such date is not a Business Day, the next preceding Business Day (“*Commitment End Date*”) and which date may be extended with the written consent of the Authority and the Underwriter. No Tax-Exempt Drawing on the Subseries C (Tax-Exempt) Bonds shall be permitted hereunder if the principal amount of such Tax-Exempt Drawing, when added to the principal amount of all outstanding Tax-Exempt Drawings under the Subseries C (Tax-Exempt) Bonds, would exceed the Tax-Exempt Commitment Amount; *provided*, that no Tax-Exempt Drawing on the Subseries C (Tax-Exempt) Bonds shall be permitted if, after giving effect to such Tax-Exempt Drawing, the total outstanding amount of Subseries C (Tax-Exempt) Bonds and Subseries C (Taxable) Bonds would exceed the Commitment Amount. No Taxable Drawing on the Subseries C (Taxable) Bonds shall be permitted under the Subseries C (Taxable) Bonds if the principal amount of such Taxable Drawing would exceed the Taxable Commitment Amount; *provided*, that no Taxable Drawing on the Subseries C (Taxable) Bonds shall be permitted if, after giving effect to such Taxable Drawing, the total outstanding amount of Subseries C (Tax-Exempt) Bonds and Subseries C (Taxable) Bonds would exceed the Commitment Amount.

(b) *Bond Documentation.* The Series C Bonds shall be issued under (i) the Los Angeles County Transportation Authority Commission Revenue Bond Act, Section 130500 et seq. of the California Public Utilities Code, as amended from time to time (the “*Act*”), and (ii) Ordinance No. 08-01 (the “*Ordinance*”), including the Expenditure Plan (as defined in the Ordinance), adopted by the Authority on July 24, 2008, and any amendments or extensions thereto, and the Series C Bonds shall be issued pursuant to the Subordinate Trust Agreement, dated as of November 1, 2015, by and between the Authority and U.S. Bank National Association (as the same may be amended, supplemented, restated or otherwise modified from time to time in

accordance with the terms hereof and thereof, the “*Trust Agreement*,” and together with the Supplemental Trust Agreement, the “*Subordinate Trust Agreement*”), as supplemented by the Third Supplemental Trust Agreement, dated as of November 1, 2015 (as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof and thereof, the “*Supplemental Trust Agreement*”), by and between the Authority and U.S. Bank National Association and as authorized by the Resolution of the Board of Directors of the Authority approving, among other things, the execution and delivery of this Agreement and the Bondholder’s Agreement, adopted by the Authority on May 28, 2015 (the “*Resolution*”), and any amendments or extensions thereto.

(c) *Redemption; Interest; Amortization End Date.* The Subseries C (Tax-Exempt) Bonds will be dated the Closing Date and the Subseries C (Taxable) Bonds will be dated their date of issuance (the “*Issuance Date*”), will be due and payable by the Authority on each Amortization Period Payment Date in the amounts set forth in the Bondholder’s Agreement and will mature and be due and payable by the Authority in full on the Amortization End Date (as defined in the Bondholder Agreement) and will be subject to optional and mandatory redemption as determined in accordance with the Subordinate Trust Agreement. The Series C Bonds initially shall bear interest at the applicable Drawdown Rate (as defined in the Subordinate Trust Agreement) in accordance with Section 2.02(e) of the Supplemental Trust Agreement. Interest on the Series C Bonds shall be payable by the Authority as set forth in Section 2.02(i) of the Supplemental Trust Agreement.

(d) *Initial Drawing; Subsequent Drawings.* The amount of the initial Drawing under the Subseries C (Tax-Exempt) Bonds shall be in an amount not less than \$10,000,000. The amount of the initial Drawing under the Subseries C (Tax-Exempt) Bonds advanced on the Closing Date shall be \$10,000,000. The amount of each subsequent Tax-Exempt Drawing under the Subseries C (Tax-Exempt) Bonds, plus the aggregate amount of all other Tax-Exempt Drawings thereunder shall equal the outstanding principal amount of the Subseries C (Tax-Exempt) Bonds, and shall be in an amount not less than \$1,000,000. The amount of the initial Drawing with regard to the Subseries C (Taxable) Bonds shall be in an amount not less than \$20,000,000. The amount of each subsequent Taxable Drawing under the Subseries C (Taxable) Bonds plus the aggregate amount of all other Tax Drawings shall equal the outstanding principal amount of the Subseries C (Taxable) Bonds and shall be in an amount not less than \$10,000,000. Following the Issuance Date of each Subseries of Series C Bonds, subject to the terms and conditions herein (including, without limitation, Section 4(f) hereof), the terms and conditions set forth in the Subordinate Trust Agreement and upon five (5) Business Days prior written notice, the Underwriter shall pay the purchase price of each subsequent Drawing under either Subseries of Series C Bonds no later than to 1:00 p.m., New York City time on the date of each such Drawing designated by the Authority; *provided, however*, the Underwriter shall have received evidence satisfactory to the Underwriter that all conditions to such Drawing set forth in this Agreement and the Subordinate Trust Agreement have been satisfied; *provided, further, however*, that as a condition to any Drawing under either Subseries of Series C Bonds when, on the date of such Drawing the outstanding principal amount of either the Subseries C (Tax-Exempt) Bonds or the Subseries C (Taxable) Bonds is \$0 but any other Series C Bonds are currently outstanding, the Authority must provide the Underwriter fifteen (15) days advance written notice with respect to such Drawing and, so long as the conditions precedent to such

Drawing set forth in this Agreement and the Subordinate Trust Agreement have been satisfied, the Underwriter will honor such Drawing under the related Subseries of Series C Bonds by not later than 1:00 p.m. on the fifteenth (15th) day following the request for such Drawing; *provided, further, however,* that as a condition to any Drawing under either Subseries of Series C Bonds when, on the date of such Drawing the outstanding principal amount of all Series C Bonds is \$0, the Authority must provide the Underwriter thirty-one (31) days advance written notice with respect to such Drawing and, so long as the conditions precedent to such Drawing set forth in this Agreement and the Subordinate Trust Agreement have been satisfied, the Underwriter will honor such Drawing under the related Subseries of Series C Bonds by not later than 1:00 p.m. on the thirty-first (31st) day following the request for such Drawing. Following the Closing Date, subject to the terms and conditions herein (including, without limitation, Section 4(f) hereof), the terms and conditions set forth in the Subordinate Trust Agreement and upon thirty-one (31) days prior written notice, the Authority may request that the Subseries C (Taxable) Bonds may be issued and the Underwriter shall pay the purchase price of the Drawing thereunder no later than to 1:00 p.m., New York City time on the date of such Drawing designated by the Authority; *provided, however,* the Underwriter shall have received evidence satisfactory to the Underwriter that all conditions to the issuance of such Subseries C (Taxable) Bonds set forth in this Agreement and the Subordinate Trust Agreement have been satisfied. The Underwriter shall not be required (A) to honor Tax-Exempt Drawings under the Subseries C (Tax-Exempt) Bonds in an outstanding aggregate principal amount in excess of (i) the Tax-Exempt Commitment Amount or (ii) the Commitment Amount less the aggregate amount of outstanding Taxable Drawings under the Subseries C (Taxable) Bonds or (B) to honor Taxable Drawings under the Subseries C (Taxable) Bonds in an outstanding aggregate principal amount in excess of the Taxable Commitment Amount; *provided,* that no Taxable Drawing on the Subseries C (Taxable) Bonds shall be permitted if, after giving effect to such Taxable Drawing, the total outstanding amount of Subseries C (Tax-Exempt) Bonds and Subseries C (Taxable) Bonds would exceed the Commitment Amount.

(e) *Investment Trust.* The Authority acknowledges and agrees that (i) the Underwriter intends to sell each Subseries of Series C Bonds to the Purchaser for a price equal to their par amount, (ii) the Purchaser may have an ownership interest in secondary market securities of which either Subseries of Series C Bonds form the underlying asset and (iii) the Purchaser contemplates a deposit of the Subseries C (Tax-Exempt) Bonds into a common law trust established by the Purchaser or an affiliate of the Purchaser under the laws of the State of New York and a deposit of the Subseries C (Taxable) Bonds into a statutory trust established by the Purchaser or an affiliate of the Purchaser under the Delaware statutory trust statute (each such common law and statutory trust, a “Trust”), and Royal Bank will be the initial Credit Protection Provider for the Trusts.

(f) *No Advisory or Fiduciary Duty.* The Authority acknowledges and agrees that (i) the purchase and sale of the Series C Bonds pursuant to this Agreement is an arm’s-length commercial transaction between the Authority and the Underwriter and the Underwriter’s affiliates, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter and the Underwriter’s affiliates are and have been acting solely as principal and are not acting as the agent or fiduciary of the Authority, (iii) neither the Underwriter nor any of the Underwriter’s affiliates has assumed

an advisory or fiduciary responsibility in favor of the Authority with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or the Underwriter's affiliates has provided other services or is currently providing other services to the Authority on other matters) and neither the Underwriter nor its affiliates has any obligation to the Authority with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement, (iv) the Authority has consulted with its own legal, financial and other advisors to the extent it has deemed appropriate, and (v) the Underwriter and the Underwriter's affiliates have financial and other interests that differ from those of the Authority.

## SECTION 2. REPRESENTATIONS AND AGREEMENTS.

The Authority represents to the Underwriter as of the Closing Date, as of the Issuance Date and as of each Drawing Date and agrees with the Underwriter that:

(a) The Authority (i) is a public entity established pursuant to the laws of the State of California (the "*State*") validly organized and existing under and by virtue of the laws of the State, (ii) has full power and authority to own its properties and carry on its business as now conducted, (iii) has (or, if already executed or adopted, had at the time of execution or adoption) full power and authority to execute (or adopt, if applicable), deliver and perform its obligations under this Agreement and the other Related Documents, to issue, sell, execute and deliver the Series C Bonds to the Underwriter as provided in this Agreement, and to execute, deliver and perform its obligations under the Series C Bonds and to repay the Obligations and (iv) has full power and authority to grant a pledge of and lien on the Pledged Revenues and the Subordinate Pledged Revenues to secure the Series C Bonds as provided in the Senior Trust Agreement and the Subordinate Trust Agreement.

(b) The execution (or adoption, if applicable), delivery and performance of this Agreement, the Series C Bonds and the other Related Documents and the issuance, sale, execution and delivery of the Series C Bonds (i) have been duly authorized by the Authority, (ii) do not and will not, to any material extent, conflict with, or result in violation of any applicable provision of law, including the Act and the Ordinance, or any order, rule or regulation of any court or other agency of government and (iii) do not and will not, to any material extent, conflict with, result in a violation of or constitute a default under, the Senior Lien Trust Agreement or the Subordinate Trust Agreement or any other resolution, agreement or instrument to which the Authority is a party or by which the Authority or any of its property is bound.

(c) The execution (or adoption or issuance, if applicable), delivery and performance of this Agreement, the Series C Bonds and the other Related Documents do not and will not require registration with, or the consent or approval of, or any other action by, any federal, state or other Governmental Authority or regulatory body other than those which have been made or given and are in full force and effect; *provided* that no representation is made as to any blue sky or securities law of any jurisdiction. All approvals, consents and orders of and filings with any Governmental Authority which

would constitute a condition precedent to the issuance of the Series C Bonds will have been obtained or made and any consents, approvals and orders so received or filings so made will be in full force and effect.

(d) This Agreement, the Subordinate Trust Agreement and the other Related Documents constitute legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law and by limitations on legal remedies against public agencies in the State. The Series C Bonds will be duly issued, executed and delivered in conformity with the Act and the Subordinate Trust Agreement and the Senior Lien Trust Agreement, and constitute legal, valid and binding special, limited obligations of the Authority, enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable reorganization, insolvency, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of the rights of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and entitled to the benefit and security of the Senior Lien Trust Agreement and the Subordinate Trust Agreement.

(e) There is no action or investigation pending or, to the knowledge of the Authority, threatened, against the Authority before any court or administrative agency which questions the validity of any act or the validity of any proceeding taken by the Authority in connection with the execution and delivery of this Agreement, the Series C Bonds or the other Related Documents, or wherein an unfavorable decision, ruling or finding would in any way adversely affect (A) the authority for the issuance of the Series C Bonds or seeking to restrain or enjoin the sale, issuance or delivery of the Series C Bonds, (B) the validity or enforceability of this Agreement, the Series C Bonds or the other Related Documents or the Authority's ability to perform its obligations under this Agreement and the other Related Documents, (C) (i) the validity, enforceability or perfection of the pledge of and lien on the Pledged Revenues or the Subordinate Pledged Revenues or on the amounts held in funds, accounts and subaccounts under the Senior Lien Trust Agreement and the Subordinate Trust Agreement, as applicable, or securing the Bond Obligations or (ii) the validity or enforceability of the obligation to pay the Other Obligations from Pledged Revenues provided in the Senior Lien Trust Agreement, (D) the status of the Authority as a public entity created and validly existing under the laws of the State, (E) the exemption of interest on the Series C (Tax-Exempt) Bonds from the gross income of the recipients thereof for Federal income tax purposes, (F) the collection of the Measure R Sales Tax that could reasonably be expected to have a material adverse effect on the ability of the Authority to pay debt service on the Subseries C Bonds, the Senior Bonds, the Parity Obligations or the Subordinate Obligations or amounts due on any Other Obligations hereunder or (G) the rights, security interest or remedies available to the Underwriter under this Agreement or the other Related Documents. To the knowledge of the Authority there is no action pending or threatened, which questions the validity of the Act, Ordinance or the Measure R Sales Tax nor is

there any pending initiative or referendum qualified for the ballot which would seek to amend, annul, modify or replace the Act or the Ordinance or to diminish or reallocate the Measure R Sales Tax.

(f) All of the Authority's financial statements that have been furnished to the Underwriter have been prepared in conformity with GAAP (except as noted therein) and are comprised of a balance sheet and a statement of revenues and expenditures and changes in fund balances. All of such financial statements accurately present, in all material respects, the financial condition of the Authority, including the Pledged Revenues and Subordinate Pledged Revenues as of the dates thereof, and there has been no Material Adverse Effect since the date the last such report was so furnished to the Underwriter.

(g) The Authority has not taken any action and knows of no action that any other Person has taken which would cause interest on the Subseries C (Tax-Exempt) Bonds to be included in the gross income of the recipients thereof for Federal income tax purposes.

(h) Each of the Related Documents is in full force and effect. Except as previously disclosed in writing to the Underwriter prior to the Closing Date, no event of default and no event which, with the giving of notice, the passage of time or both, would constitute an event of default, presently exists under any of the Related Documents. Except as previously disclosed in writing to the Underwriter prior to the Closing Date, neither the Authority nor any other party thereto has waived or deferred performance of any material obligation under any Related Document.

(i) The Authority hereby makes to the Underwriter the same representations and warranties as are set forth by the Authority in each Related Document, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference for the benefit of the Underwriter with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to any Related Document shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the prior written consent of the Underwriter.

(j) The Authority is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds of the Series C Bonds or any amounts furnished by the Underwriter pursuant to the Bond Purchase Agreement will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock.

(k) No Potential Bondholder's Agreement Event of Default or Bondholder's Agreement Event of Default has occurred and is continuing.



(l) The Series C Bonds will be duly authorized, executed, issued and delivered and shall constitute Subordinate Obligations under the Senior Lien Trust Agreement and the Subordinate Trust Agreement and will be entitled to the benefits thereof.

(m) The Bond Obligations are secured by a second lien on and pledge of the Pledged Revenues pursuant to the Senior Lien Trust Agreement and a first lien on and pledge of the Subordinate Pledged Revenues pursuant to the Subordinate Trust Agreement. The Other Obligations are special obligations of the Authority which constitute Fees and Expenses under the Senior Trust Agreement and are payable from Pledged Revenues pursuant to the terms of the Senior Lien Trust Agreement after deposits with respect to the Subordinate Obligations and before deposits with respect to the Junior Subordinate Obligations. The irrevocable pledge of and lien on the Pledged Revenues under the Senior Lien Trust Agreement and the Subordinate Pledged Revenues the Subordinate Trust Agreement, in each case, securing the payment of the Bond Obligations is a valid and binding obligation of the Authority, on a *pari passu* basis with the holders of all Subordinate Obligations, subject to any applicable bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights or contractual obligations generally or limitations of remedies against public entities in the State. The obligation to pay the Other Obligations from Pledged Revenues in accordance with the Senior Lien Trust Agreement is a valid and binding obligation of the Authority and such amounts are payable, on a *pari passu* basis with all other Fees and Expenses, and senior to all Junior Subordinate Obligations, subject to any applicable bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights or contractual obligations generally or limitations of remedies against public entities in the State. No filing, registration, recording or publication of the Senior Lien Trust Agreement or the Subordinate Trust Agreement or any other instrument nor any prior separation or physical delivery of the Pledged Revenues or the Subordinate Pledged Revenues is required to establish the pledge provided for under the Senior Lien Trust Agreement and the Subordinate Trust Agreement or to perfect, protect or maintain the Lien created thereby on the Pledged Revenues or the Subordinate Pledged Revenues and amounts held in funds, accounts or subaccounts under the Subordinate Trust Agreement to secure the Bond Obligations as described herein. As of the Closing Date, there is no indebtedness of the Authority payable from or secured by the Pledged Revenues or amounts held in funds, accounts or subaccounts established and maintained pursuant to the Senior Lien Trust Agreement or any portion thereof on a basis that is the senior to the Bond Obligations, the Series C Bonds and the other Obligations other than the Senior Bonds and the Parity Obligations existing as of the Closing Date. As of the Closing Date, there is no indebtedness of the Authority payable from or secured by the Subordinate Pledged Revenues or amounts held in funds, accounts or subaccounts under the Subordinate Trust Agreement or any portion thereof on a basis that is on a parity with the Bond Obligations, the Series C Bonds other than any Subordinate Obligations owing under the BOTW Agreement and the State Street Agreement. The lien on Pledged Revenues under the Senior Lien Trust Agreement and the lien on Subordinate Pledged Revenues under the

Subordinate Trust Agreement securing the Series C Bonds is senior to the lien on Pledged Revenues and Subordinate Pledged Revenues securing the Junior Subordinate Obligations (including, without limitation, the TIFIA Bonds) and the obligation of the Authority to pay outstanding Other Obligations is senior in priority of payment to the payment of any Junior Subordinate Obligations. The Bond Obligations constitute “Subordinate Obligations” for purposes of the Senior Lien Trust Agreement and the Subordinate Trust Agreement.

(n) The Authority is subject to claims and to suit for damages in connection with its obligations under this Agreement and the other Related Documents pursuant to and in accordance with the laws of the State applicable to public entities such as the Authority; *provided, however*, that a claimant shall be required to comply with the provisions of the Tort Claims Act set forth in California Government Code Section 810 *et seq.* in tort or contract suits, actions or proceedings brought against the Authority.

(o) All information, reports and other papers and data with respect to the Authority furnished to the Underwriter, at the time the same were so furnished, were accurate in all material respects. Any financial, budget and other projections furnished to the Underwriter were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial, budget or other projections.

(p) The terms of this Agreement and the other Related Documents (including the Series C Bonds) regarding the calculation of interest and fees do not violate any applicable usury laws.

(q) To the best knowledge of the Authority, there is no amendment or proposed amendment to the Constitution of the State or any published administrative interpretation of the Constitution of the State or any State law, or any proposition or referendum (or proposed proposition or referendum) or other ballot initiative or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which could reasonably be expected to have a Material Adverse Effect.

(r) The provisions of the Subordinate Trust Agreement constitute a contract between the Authority and the Underwriter subject to the provisions of the Subordinate Trust Agreement, and the Underwriter, may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by the Authority as a result of issuing the Series C Bonds.

(s) The Authority is not subject to ERISA and maintains no ERISA Plans.

(t) After giving effect to the issuance of the Series C Bonds and the other obligations contemplated by this Agreement, the Authority is solvent, having assets of a fair value which exceeds the amount required to pay its debts (including contingent, subordinated, unmatured and unliquidated liabilities) as they become absolute and

matured, and the Authority is able to and anticipates that it will be able to meet its debts as they mature and has adequate capital to conduct its business in which it is engaged.

(u) The Authority and its Property (i) have not become subject to any Environmental Liability nor does it know of any basis for any Environmental Liability, (ii) have not received notice to the effect that any of the Authority's Property or its operations are not in compliance with any of the requirements of any Environmental Laws or any applicable federal, state or local health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, and (iii) to the best of the knowledge of the Authority, is in compliance with all Environmental Laws and has obtained and maintains or complies with any permit, license or other approval required under any Environmental Law, in each of (i), (ii) and (iii) above, except with respect to any matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(v) As of the Closing Date, no Person (including, without limitation, a credit facility provider or a liquidity provider, either of which provides credit enhancement or liquidity support to any Senior Bonds or Subordinate Obligations, a direct purchase provider of Senior Bonds and Subordinate Obligations or any Person under a Bank Agreement (Senior Bonds, Parity Obligations and Subordinate Obligations)) has a right under any indenture or any supplemental indenture relating to any such Senior Bonds, Parity Obligations, Parity and Senior Debt or Subordinate Obligations or any other document or agreement relating to any Senior Bonds, Parity Obligations, Parity and Senior Debt or Subordinate Obligations or any Bank Agreement (Senior Bonds, Parity Obligations and Subordinate Obligations), to direct the Senior Lien Trustee, the Subordinate Lien Trustee or any other Person to declare or cause the principal of and interest on any such Senior Bonds, Parity Obligations, Parity or Senior Debt or Subordinate Obligations to become immediately due and payable in full as the result of acceleration, mandatory redemption or mandatory tender.

(w) Neither the Authority nor any of Affiliates thereof is in violation of any Laws relating to terrorism or money laundering ("*Anti-Terrorism Laws*"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "*Executive Order*"), and the Patriot Act;

(i) neither the Authority nor any Affiliate thereof is any of the following:

(A) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(B) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(C) a Person with which the Underwriter is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(D) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or

(E) a Person that is named as a “specially designated national and blocked person” on the most current list published by the Office of Foreign Asset Control (“OFAC”) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list; and

(ii) to the best of the Authority’s knowledge neither the Authority nor any Affiliate thereof (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (i) above, (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(x) Neither the Authority nor anyone authorized to act on its behalf, directly or indirectly, has offered the Series C Bonds for sale to, or solicited any offer to buy the Series C Bonds from, anyone other than the Underwriter.

### SECTION 3. DELIVERY OF EACH SERIES OF THE SERIES C BONDS; CLOSING.

At or prior to 1:00 p.m., New York City time, on the Closing Date, or on such other date or time as may be mutually agreeable to the Underwriter and the Authority, the Authority will deliver the Subseries C (Tax-Exempt) Bonds to the Underwriter through the facilities of The Depository Trust Company (“DTC”) in definitive form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept for delivery and pay the purchase price for the Subseries C (Tax-Exempt) Bonds as set forth in Section 1 hereof by wire transfer in same-day federal funds payable to the Trustee for the account of the Authority (for deposit in the Project Fund (each as defined in the Trust Agreement)). Upon issuance, the ownership of the Subseries C (Tax-Exempt) Bonds shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as the nominee of DTC.

On the Issuance Date of Subseries C (Taxable) Bonds (which may occur after the Closing Date subject to the terms and conditions set forth herein and in the Subordinate Trust Agreement), the Authority will deliver the Subseries C (Taxable) Bonds to the Underwriter through the facilities of The Depository Trust Company (“DTC”) in definitive form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept for delivery and pay the

purchase price for the Subseries C (Taxable) Bonds as set forth in Section 1 hereof by wire transfer in same-day federal funds payable to the Trustee for the account of the Authority (for deposit in the Project Fund (as defined in the Supplemental Trust Agreement) as provided under Section 4.02 of the Supplemental Trust Agreement). Upon issuance, the ownership of the Subseries C (Taxable) Bonds shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as the nominee of DTC.

SECTION 4. CONDITIONS TO THE OBLIGATIONS OF THE UNDERWRITER TO PURCHASE OF SERIES C BONDS ON THE CLOSING DATE AND THE ISSUANCE DATE.

The Underwriter has entered into this Agreement in reliance upon the accuracy of the representations and agreements of the Authority contained herein and in the other Related Documents on the Closing Date and the Issuance Date upon the performance by the Authority of its obligations hereunder at or prior to the Closing Date and the Issuance Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, to accept delivery of and to pay for the Subseries C (Tax-Exempt) Bonds on the Closing Date and the Subseries C (Taxable) Bonds on the Issuance Date will be subject to the performance by the Authority of its obligations to be performed hereunder and under the other Related Documents at or prior to the Closing Date and the Issuance Date, and will also be subject to the following conditions:

(a) *Representations and Warranties.* The representations and agreements of the Authority contained herein and in the other Related Documents will be true, complete and correct on and as of the Closing Date and the Issuance Date (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation or warranty shall be true and correct as of such earlier date), as applicable;

(b) *Related Documents in Full Force and Effect.* On the Closing Date and the Issuance Date, the Act, the Ordinance, the Senior Lien Trust Agreement, the Subordinate Trust Agreement and each other Related Document will be in full force and effect and will not have been amended, modified or supplemented in any manner which would materially impair or materially adversely affect the obligations of the Authority, including, without limitation, reducing the amount of the Pledged Revenues or the Subordinate Pledged Revenues or impairing the obligations of the Authority hereunder or under the Bondholder's Agreement or with respect to the Series C Bonds, or the rights, interests, security or remedies of the Underwriter or the Purchaser with respect to the Pledged Revenues or the Subordinate Pledged Revenues or the security provided by the Senior Lien Trust Agreement and the Subordinate Trust Agreement, except as may have been agreed to in writing by the Underwriter;

(c) *Approvals.* On the Closing Date and the Issuance Date, all necessary approvals of the Authority relating to the issuance and sale of the Series C Bonds being sold on such date will be in full force and effect and will not have been amended, modified or supplemented in any manner which would materially impair or materially adversely affect the obligations of the Authority, including, without limitation, reducing the amount of the Pledged Revenues or impairing the obligations of the Authority hereunder or under the Bondholder's Agreement or with respect to the Series C Bonds, or

the rights, interests, security or remedies of the Underwriter or the Purchaser with respect to the Subordinate Pledged Revenues or the security provided by the Subordinate Trust Agreement, except as may have been agreed to in writing by the Underwriter, and there will have been taken all such actions as, in the opinion of Bond Counsel, are necessary or appropriate in connection with the issuance of the Series C Bonds and with the transactions contemplated hereby, including the adoption of any other resolutions by the Authority;

(d) *Documentary Conditions to Closing.* On or prior to the Closing Date, the Authority will have performed all of its obligations required under this Agreement and the other Related Documents to be performed at or prior to the Closing Date, and the Underwriter will have received each of the following documents in form and substance satisfactory to the Underwriter:

(i) *Resolutions.* Copies of the resolution(s) of the Board of Directors of the Authority approving the issuance of the Series C Bonds and the execution and delivery of this Agreement, the Senior Lien Trust Agreement and the Subordinate Trust Agreement, certified by the Board Secretary of the Authority as being true and complete and in full force and effect on the Closing Date;

(ii) *Related Documents.* Executed originals of each of this Agreement, the Bondholder's Agreement, the other Related Documents and the MSRB G-17 Letter dated November 23, 2015 (the "*MSRB G-17 Letter*"), between the Underwriter and the Authority;

(iii) *Opinion of Counsel to the Authority.* An opinion, dated the Closing Date and addressed to the Underwriter, of Authority Counsel in substantially the form attached hereto as Exhibit B;

(iv) *Authority Certificate.* A certificate, dated the Closing Date and signed by the Chief Executive Officer, the Executive Director, Finance and Budget or the Treasurer of the Authority, to the effect that (A) the representations and warranties of the Authority contained herein and in the other Related Documents are true and correct in all material respects on and as of the Closing Date or the Issuance Date, as applicable, with the same effect as if made on the Closing Date; (B) all conditions precedent to the issuance of the Series C Bonds (including all conditions precedent in the Senior Lien Trust Agreement and the Subordinate Trust Agreement) and the effectiveness of the Related Documents have been satisfied; (C) no Potential Bondholder's Agreement Event of Default or Bondholder's Agreement Event of Default has occurred and is continuing; (D) since June 30, 2014, there has been no Material Adverse Change or Material Adverse Effect, and (E) to the best knowledge of the Authority, the underlying unenhanced long-term ratings assigned to the Senior Bonds by Moody's and S&P have not been reduced, withdrawn or suspended by any Rating Agency since the dated date of the Rating Documentation;

(v) *Ratings.* Satisfactory evidence that the underlying unenhanced long-term rating assigned to the Senior Bonds by Moody's is "Aa2" (or its equivalent) and "AAA" (or its equivalent) by S&P;

(vi) *Financial Statements.* (A) Audited annual financial statements of the Authority for the Fiscal Year ended June 30, 2014, (B) a copy of the most recent budget of the Authority (such requirement to be satisfied if such information is available on the Authority's website) and (C) the investment policy of the Authority; and

(vii) *Other Documents.* Such additional certificates and other documents as the Underwriter and Bond Counsel may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby.

All the opinions, letters, certificates, instruments and other documents mentioned in this Agreement shall be deemed to be in compliance with this Agreement if, but only if, they are in form and substance satisfactory to Bond Counsel and the Underwriter.

(e) *Documentary Conditions to the Issuance of the Subseries C (Tax-Exempt) Bonds on the Closing Date and the Issuance of the Subseries C (Taxable) Bonds on the Issuance Date.* The Underwriter will have received each of the following documents in form and status satisfactory to the Underwriter:

(i) *Specimen Bond.* Specimen copies of the Subseries C (Taxable) Bonds and Subseries C (Tax-Exempt) Bonds being issued on such date;

(ii) *Opinions of Bond Counsel.*

(A) (1) Unqualified approving opinions, dated the Closing Date or the Issuance Date and addressed to the Authority, of Bond Counsel, and, for the issuance of the Subseries C (Tax-Exempt) Bonds on the Closing Date, to the effect that that the interest on the Series C (Tax-Exempt) Bonds and the related Subseries C (Tax-Exempt) Bonds is excludable from gross income for federal income tax purposes and such other customary matters as the Underwriter may reasonably request, and (2) a letter or letters of such counsel, dated the Closing Date or the Issuance Date and addressed to the Underwriter and the Purchaser, to the effect that such unqualified approving opinions addressed to the Authority may be relied upon by the Underwriter and the Purchaser to the same extent as if such opinion was addressed to it;

(B) An opinion, dated the Closing Date or the Issuance Date and addressed to the Underwriter and the Purchaser, of Bond Counsel, to the effect that the related Subseries of Series C Bonds are not subject to

the registration requirements of the 1933 Act and the Subordinate Trust Agreement is exempt from qualification pursuant to the 1939 Act;

(iii) *Certificate of the Authority as to Arbitrage.* For the Subseries C (Tax-Exempt) Bonds, a certificate of the Authority signed by any of the duly authorized officials and representatives of the Authority setting forth the reasonable expectations of the Authority deemed necessary and appropriate by Bond Counsel to support the conclusion that the Subseries C (Tax-Exempt) Bonds will not be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code;

(iv) *Trustee Certificate.* A certificate, dated the Closing Date and the Issuance Date and signed by an authorized officer of the Trustee, to the effect that (A) the Trustee authenticated and delivered the related Subseries of Series C Bonds to the Underwriter, at the direction of the Authority and (B) the related Subseries of Series C Bonds were duly authenticated by an authorized officer of the Trustee;

(v) *DTC Certificate.* A certificate duly executed by the Authority for the applicable Subseries of Series C Bonds and containing such information as required by the Underwriter and DTC in order for the applicable Subseries of Series C Bonds to be delivered to DTC pursuant to the Fast Automated Securities Transfer system; and

(vi) *Other Documents.* Such additional certificates and other documents as the Underwriter and Bond Counsel may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby.

(f) *Conditions to Drawings after Closing Date.* At or prior to each Drawing Date for either Subseries of Series C Bonds, the Authority will have performed all of its obligations required under this Agreement, the Subordinate Trust Agreement and the other Related Documents to be performed at or prior to such Drawing Date, and each of the following additional conditions shall be satisfied:

(i) the representations and agreements of the Authority contained herein and in the other Related Documents are true and correct in all material respects on and as of the Drawing Date with the same effect as if made on the Drawing Date (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation and warranty shall be true and correct as of such earlier date);

(ii) the Authority has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Drawing Date, including all conditions to such Drawing in the Senior Lien Trust Agreement and the Subordinate Trust Agreement;



(iii) no Event of Default exists under the Senior Lien Trust Agreement or the Subordinate Trust Agreement, and no Bondholder's Agreement Event of Default or Potential Bondholder's Agreement Event of Default exists under the Bondholder's Agreement;

(iv) the Drawing Date shall occur on or prior to the Commitment End Date and the obligation of the Underwriter to honor drawings shall not have otherwise terminated in accordance with the terms hereof;

(v) the Underwriter, the Purchaser and the Trustee shall have received (A) a certificate dated the Drawing Date and signed by an authorized representative of the Authority in the form of Exhibit A-1 or Exhibit A-2 hereto, as applicable and (B) for each Tax-Exempt Drawing, (1) an opinion of Bond Counsel dated the date of such Tax-Exempt Drawing as to the exclusion of interest on such Tax-Exempt Drawing from gross income for federal income tax purposes, in form and substance satisfactory to the Underwriter and the Purchaser. At the Authority's option, after consultation with Bond Counsel, the Authority may deliver to the Underwriter and the Purchaser an opinion of Bond Counsel that relates to one or more Tax-Exempt Drawings, such opinion to set forth the maximum dollar amount of Tax-Exempt Drawings and the period of time over which such Tax-Exempt Drawings are to be made and such opinion shall be satisfactory in form and substance to the Underwriter and the Purchaser, and (2) a letter or letters of such counsel, dated the Drawing Date and addressed to the Underwriter and the Purchaser, to the effect that such opinions addressed to the Authority may be relied upon by the Underwriter and the Purchaser to the same extent as if such opinion was addressed to it;

(vi) For each Tax-Exempt Drawing, the Underwriter and the Purchaser shall have received an executed Supplemental Tax Certificate, in form and substance satisfactory to the Underwriter and the Purchaser. At the Authority's option, after consultation with Bond Counsel, the Authority may deliver to the Underwriter and the Purchaser an executed Supplemental Tax Certificate that relates to one or more Tax-Exempt Drawings, such Supplemental Tax Certificate to set forth the maximum dollar amount of Tax-Exempt Drawings and the period of time over which such Tax-Exempt Drawings are to be made;

(vii) a certificate dated the date of such Drawing and executed by an Authorized Representative, certifying that as of the date of such Drawing the Debt Service Coverage Ratio is greater than 125%;

(viii) (A) a certificate dated the date of the Drawing and executed by an Authorized Representative, certifying that as of the date of the Drawing the Authority has complied with all conditions precedent to the issuance of Subordinate Obligations, as applicable, set forth in Section 3.06 of the Senior Lien Trust Agreement and (B) a copy of the certificate which is required to be

delivered to the Senior Trustee and the TIFIA Lender in Section 3.06(C) of the Senior Lien Trust Agreement); and

(ix) no Material Adverse Effect shall have occurred.

If the Authority is unable to satisfy the conditions to the obligations of the Underwriter with respect to a Drawing, the Underwriter shall not be obligated with respect to such Drawing. Further, if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series C Bonds are terminated for any reason permitted by this Agreement, this Agreement will terminate and the Underwriter and the Authority will not be under any further obligation hereunder, *provided*, that the obligations of the Authority set forth in Section 6 and the representations and agreements of the Authority contained herein will continue in full force and effect.

SECTION 5. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY; TERM OF AGREEMENT.

All of the Authority's representations and agreements shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on its behalf, and shall survive delivery of the Series C Bonds to the Underwriter.

This Agreement shall be in full force and effect from the date hereof and continue in effect until the Commitment End Date. Notwithstanding the foregoing, this Agreement may be terminated at any time at the mutual consent, evidenced in writing, of the parties hereto.

SECTION 6. PAYMENT OF EXPENSES.

(a) The Authority agrees to pay all expenses incident to the performance of the Authority's obligations under this Agreement, including, but not limited to: (i) charges made by rating agencies for any rating of the Series C Bonds; (ii) the fees and disbursements of Bond Counsel, Financial Advisor (the "*Financial Advisor*"), of counsel to the Underwriter and the Purchaser and of any other experts or consultants retained by the Authority; (iii) the cost of any consent letters, statements or certificates delivered by the Authority's accountants or consultants; (iv) certain costs incurred in connection with the issuance of and the sale of Series C Bonds; and (v) out-of-pocket expenses of the Authority.

(b) The Underwriter shall pay all expenses incident to the performance of its obligations under this Agreement, including, but not limited to: (i) the cost of delivering the Series C Bonds to the purchasers; (ii) all other expenses incurred by it in connection with its offering and distribution of the Series C Bonds, including the preparation, printing and separate distribution, if any, of the Blue Sky; and (iii) any California Debt and Investment Advisory Commission fees; *provided, however*, that any California Debt and Investment Advisory Commission fees paid by the Underwriter shall be reimbursed to the Underwriter by the Authority on the same Business Day. Certain expenses of the Underwriter may be included in the expense component of the Underwriter's fee, *provided* that the specific purpose and amount of such expenses shall be included in the Disclosure Letter.

(c) Except as otherwise specifically set forth in this Agreement, in the event either the Authority or the Underwriter shall have paid obligations of the other as set forth in this Section, appropriate reimbursements and adjustments shall be made.

SECTION 7. MISCELLANEOUS AND NOTICE.

This Agreement shall inure to the benefit of the Underwriter and the Authority and their respective successors and assigns. Nothing in this Agreement is intended or shall be construed to give any other person, firm or corporation any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained.

All notices, demands and formal actions shall be in writing and mailed or delivered to:

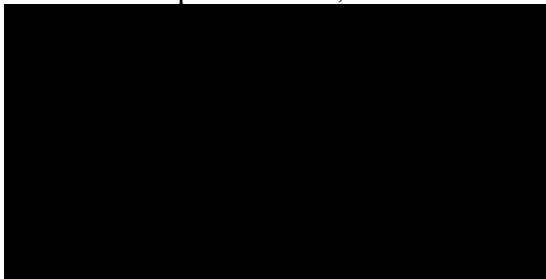
The Underwriter:

RBC Capital Markets, LLC

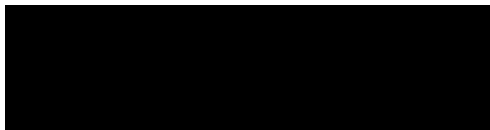


and:

RBC Municipal Products, LLC



and

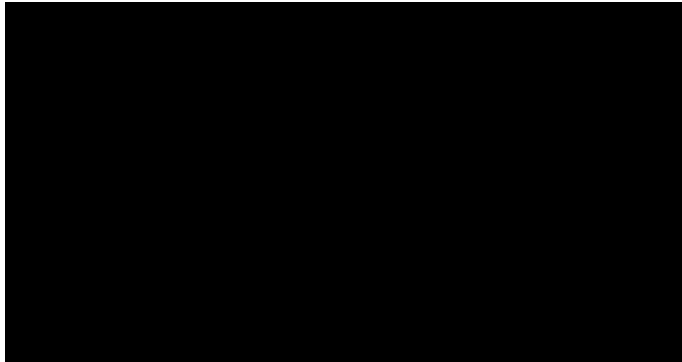
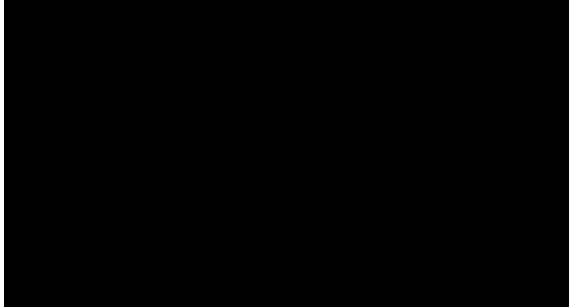


and



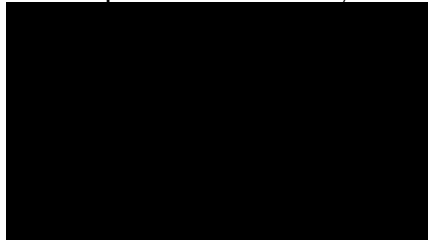
and

Royal Bank of Canada



The Authority:

Los Angeles County Metropolitan  
Transportation Authority



(or such other addresses as may be designated in writing to the other party).

**SECTION 8. NO PERSONAL LIABILITY.**

No officer, agent or any employee of the Authority shall be charged personally by the Underwriter with any liability, or held personally accountable to the Underwriter, under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, of this Agreement.

**SECTION 9. RIGHT TO TERMINATE OR SUSPEND OBLIGATION.**

The Underwriter will have the right to terminate its obligation under this Agreement to purchase, to accept delivery of and to pay for either Subseries of Series C Bonds or honor any

Drawing thereunder on or prior to any Drawing Date or any Issuance Date by notifying the Authority of its election to do so if:

(a) Legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission (the “*Commission*”) which, in the reasonable opinion of Counsel to the Underwriter, has the effect of requiring the contemplated distribution of the Series C Bonds (or any underlying obligation) to be registered under the Securities Act of 1933, as amended, or the Subordinate Trust Agreement to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Issuance Date or Drawing Date, as applicable; or

(b) Legislation shall be introduced by amendment or otherwise in or be enacted by, the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a Court of the United States of America shall be rendered, or a stop order, ruling, release, regulation, official statement or no-action letter by or on behalf of the Commission or any other governmental agency having jurisdiction of the subject matter of the Series C Bonds shall have been proposed, issued or made (which is beyond the control of the Underwriter or the Authority to prevent or avoid) to the effect that the issuance, offering or sale of the Subseries of Series C Bonds including all the underlying obligations as contemplated by this Agreement, or any document relating to the issuance, offering or sale of the applicable Subseries of Series C Bonds is or would be in violation of any of the federal securities laws at the Issuance Date or Drawing Date, as applicable, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Series C Bonds, as contemplated by this Agreement; or

(c) Any proceeding shall be pending or threatened by the Commission against the Authority which, in the reasonable judgment of the Underwriter, shall prohibit or impair the Authority’s ability to issue securities; or

(d) The Owner Representative shall have delivered notice to the Authority of the occurrence of a Bondholder’s Agreement Event of Default.

The Underwriter will have the right to suspend its obligation under this Agreement to purchase, to accept delivery of and to pay for the Series C Bonds of any Series on or prior to any Drawing Date or any Issuance Date by notifying the Authority of its election to do so if:

(a) A general banking moratorium shall have been declared by the United States of America, New York or State authorities; or

(b) Trading in any securities of the Authority shall have been suspended on any national securities exchange; or a general suspension of trading or enactment of limited or minimum prices shall have been established on the New York Stock Exchange

or the American Stock Exchange or other national securities exchange shall have occurred caused by an outbreak or escalation of hostilities, declaration by the United States of a national emergency, war or other national or international calamity or crisis, including a financial crisis, after the execution of this Agreement.

Such suspension shall continue for so long as the related suspension event continues as determined by the Underwater in its sole discretion.

The Authority may at any time and at its sole option terminate the Commitment Amount, the Tax-Exempt Commitment Amount or the Taxable Commitment Amount upon three (3) Business Days' prior written notice to the Lender. As a condition to any such termination, the Authority shall pay or cause to be paid all Other Obligations owed.

SECTION 10. APPLICABLE LAW; NON-ASSIGNABILITY.

This Agreement shall be governed by the laws of the State of California, without regard to choice of law rules. This Agreement shall not be assigned by the Authority.

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. IF AND TO THE EXTENT THAT THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN SUCH FORUM, EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE ADJUDICATION OF ALL CLAIMS PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN STATE CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND CONSENT AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS AND CONSENTS TO JUDICIAL REFERENCE FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT OR TO JUDICIAL REFERENCE UNDER STATE CODE OF CIVIL PROCEDURE SECTION 638 AS PROVIDED HEREIN.

EACH OF PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA AND ANY COURT IN THE STATE OF CALIFORNIA, AND ANY APPELLATE COURT FROM ANY THEREOF AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND ANY COURT IN THE STATE OF NEW YORK LOCATED IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST OR BY IT IN CONNECTION WITH THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RELATED THERETO, AND THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD OR DETERMINED IN SUCH CALIFORNIA OR NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. THE PARTIES AGREE THAT A FINAL

NONAPPEALABLE JUDGMENT IN ANY SUCH ACTION, SUIT OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE AND AGREE NOT TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THE RELATED DOCUMENTS OR THE SUBJECT MATTER THEREOF MAY NOT BE LITIGATED IN OR BY SUCH COURTS.

The Authority hereby agrees not to assert the defense of any right of sovereign immunity in any legal proceeding to enforce or collect upon the obligations of the Authority under this Agreement or any other Related Document or the transactions contemplated hereby or thereby.

SECTION 11. EXECUTION OF COUNTERPARTS; EFFECTIVE UPON ACCEPTANCE.

This Agreement is made solely for the benefit of the Authority and the Underwriter (including the successors or assigns of any of said parties), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument, and will become a binding agreement between the Authority and the Underwriter when at least one counterpart of this Agreement shall have been signed on behalf of each of the parties hereto. This Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page. This Agreement shall supersede all previous agreements relating to the same subject matter between the parties and shall become effective upon acceptance by the Authority as evidenced by the execution hereof by an authorized officer of the Authority as set forth below.

[Signature Page Follows]

Very truly yours,

RBC CAPITAL MARKETS, LLC



Accepted and agreed to on the 23rd day of  
November, 2015, at 11:00 a.m. EDT:

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_



Very truly yours,

RBC CAPITAL MARKETS, LLC

By: \_\_\_\_\_  


Accepted and agreed to on the 23rd day of  
November, 2015, at 11:00 a.m. EDT:

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

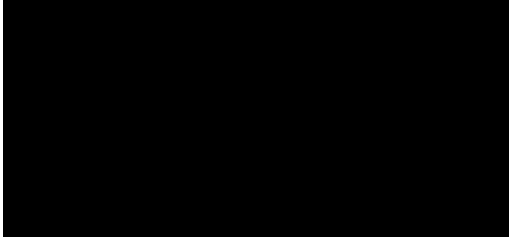


**EXHIBIT A-1**

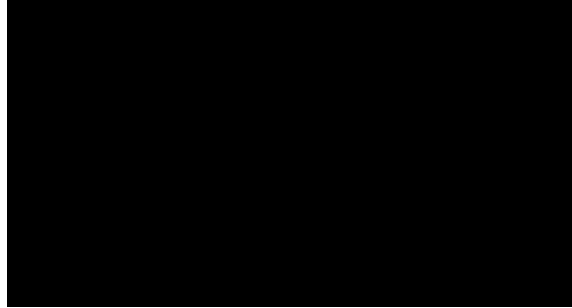
**FORM OF TAX-EXEMPT DRAW CERTIFICATE**

**NOVEMBER 19, 2015**

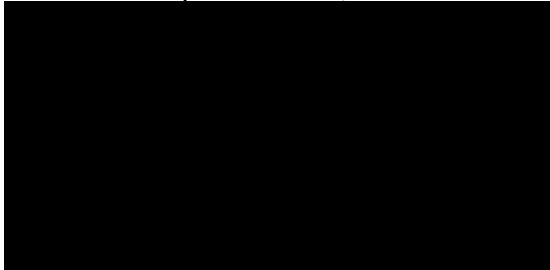
RBC Capital Markets, LLC



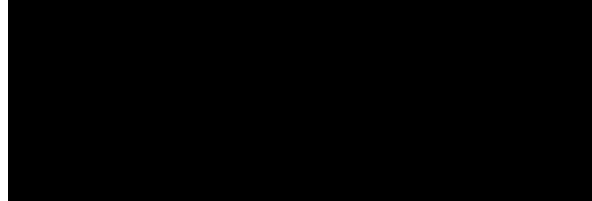
Royal Bank of Canada



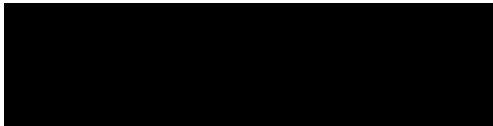
RBC Municipal Products, LLC



U.S. Bank National Association



and



and:



\$150,000,000

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
SUBORDINATE MEASURE R SALES TAX REVENUE BONDS  
SERIES C, SUBSERIES C-1 (TAX-EXEMPT)

Ladies and Gentlemen:

Pursuant to the provisions set forth in the Subordinate Trust Agreement dated as of November 1, 2015 (as the same may be amended, restated or otherwise modified from time to time in accordance with the terms hereof and thereof, the “*Subordinate Trust Agreement*”), by and between Los Angeles County Metropolitan Transportation Authority (the “*Authority*”) and

U.S. Bank National Association (the “Trustee”), the Third Supplemental Subordinate Trust Agreement, dated as of November 1, 2015 (the “Third Supplemental Agreement”), between the Authority and the Trustee, and the Bond Purchase Agreement, dated November 23, 2015 (as amended, supplemented or otherwise modified, the “BPA”), between RBC Capital Markets, LLC (the “Underwriter”) and the Authority, the undersigned authorized officer of the Authority hereby requests a Drawing on the above-captioned Subseries C-1 Bonds (Tax-Exempt) in the amount of \$\_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Drawing Date”) at a purchase price of \$\_\_\_\_\_ (the par amount thereof), for the purpose of paying the Costs of the Project. This Drawing shall only apply to the above-captioned Subseries C-1 Bonds (Tax-Exempt) and shall not be used for any draw on the Subseries C-2 Bonds (Taxable) which may also be issued under the Subordinate Trust Agreement and the Third Supplemental Agreement. The proceeds of this Drawing shall be wired to the Trustee as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 Account Number: \_\_\_\_\_  
 Account Name: \_\_\_\_\_  
 Reference: LACMTA Sub Lien. Meas. R Series C

As of the Drawing Date:

	SUBSERIES C-1 BONDS (TAX-EXEMPT)	TOTAL
Cumulative principal amount previously drawn under C-1 Bonds and C-2 Bonds:		
Cumulative principal amount previously redeemed C-1 Bonds and C-2 Bonds:		
Principal amount Outstanding under C-1 Bonds and C-2 Bonds prior to this drawing:		
Principal amount of this Drawing:		
Drawing Date will be:		
Subseries C-1 Bonds (Tax-Exempt) (if any) which will be redeemed on or prior to the Drawing Date:		
Subseries C-2 Bonds (Taxable) (if any) which will be redeemed on or prior to the Drawing Date:		
Following this Drawing and redemptions on or prior to the Drawing Date, the Outstanding principal amount of Subseries C-1 Bonds (Tax-Exempt):		
Following this Drawing and redemptions on or prior to the Drawing Date, the Outstanding principal amount of Subseries C-2 Bonds (Taxable):		
Accrued Interest, if any, on this Drawing:		
Total Amount to be paid for this Drawing:		

Upon receipt by the Trustee from the Owner on the Drawing Date of a federal funds wire, for the account of the Authority, in the amount of \$\_\_\_\_\_, representing the agreed purchase price for the Drawing, the Trustee is hereby requested and authorized to revise the Schedule of Drawings, Redemptions and Remarketings attached to the Subseries C-1 Bonds (Tax-Exempt) to reflect such Drawing.

As of the date hereof and on the Drawing Date:

(i) the representations and agreements of the Authority contained in the BPA and in the other Related Documents are true and correct in all material respects with the same effect as if made on the date hereof and on the Drawing Date (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation and warranty is true and correct as of such date);

(ii) the Authority has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Drawing Date, including all conditions to such Drawing in the Subordinate Trust Agreement;

(iii) no Event of Default exists under the Senior Lien Trust Agreement or the Subordinate Trust Agreement and no Bondholder's Agreement Event of Default or Potential Bondholder's Agreement Event of Default (each as defined in the Bondholder's Agreement) exists under the Bondholder's Agreement; and

(iv) no Material Adverse Effect shall have occurred.

The undersigned hereby acknowledges that the obligation of the Underwriter to honor the Drawing on the Drawing Date is subject to the condition that the Commitment End Date shall not have occurred before such Drawing Date and to the receipt by the Lender on or before the Drawing Date of:

(i) the Underwriter, the Purchaser and the Trustee shall have received an opinion of Bond Counsel dated the date of such Drawing as to the exclusion of interest on such Drawing from gross income for federal income tax purposes, in form and substance satisfactory to the Underwriter and the Purchaser;

(ii) The Underwriter and the Purchaser shall have received an executed Tax Certificate, in form and substance satisfactory to the Underwriter and the Purchaser;

(iii) a certificate dated the Drawing Date and executed by an Authorized Representative, certifying that as of such Drawing Date the Debt Service Coverage Ratio is greater than 125%; and

(iv) (A) a certificate dated the date of the Drawing and executed by an Authorized Representative, certifying that as of the date of the Drawing the Authority has complied with all conditions precedent to the issuance of Subordinate Obligations, as applicable, set forth in Section 3.06 of the Senior Lien Trust Agreement and (B) a copy of

the certificate which is required to be delivered by the Authority to the Senior Trustee and the TIFIA Lender in Section 3.06(C) of the Senior Lien Trust Agreement.

Capitalized terms used herein and not defined shall have the meanings assigned thereto in the BPA.

IN WITNESS WHEREOF, the undersigned has set his/her hand as of the date written above on behalf of the Authority.

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

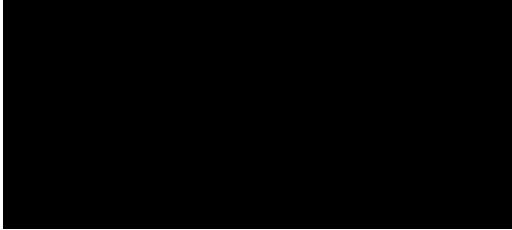
By: \_\_\_\_\_  
Authorized Representative

EXHIBIT A-2

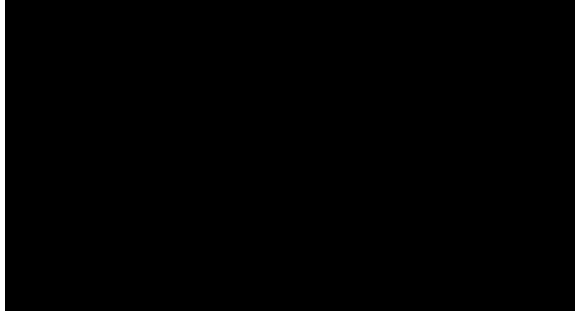
FORM OF TAXABLE DRAW CERTIFICATE

[DATE]

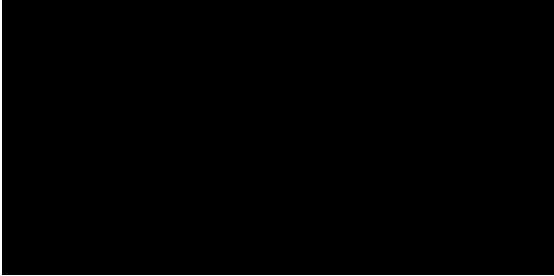
RBC Capital Markets, LLC



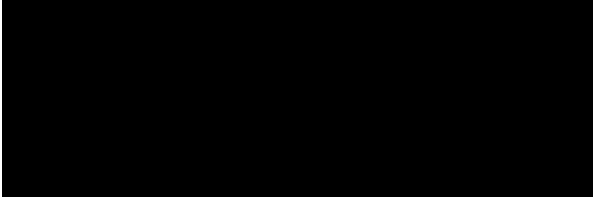
Royal Bank of Canada



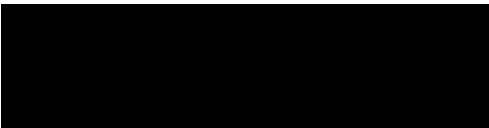
RBC Municipal Products, LLC



U.S. Bank National Association



and



\$100,000,000

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
SUBORDINATE MEASURE R SALES TAX REVENUE BONDS  
SERIES C, SUBSERIES C-2 (TAXABLE)

Ladies and Gentlemen:

Pursuant to the provisions set forth in the Senior Lien Trust Agreement and the Subordinate Trust Agreement dated as of November 1, 2015 (as the same may be amended, restated or otherwise modified from time to time in accordance with the terms hereof and thereof, the “*Subordinate Trust Agreement*”), by and between Los Angeles County Metropolitan

Transportation Authority (the “*Authority*”) and U.S. Bank National Association (the “*Trustee*”), the Third Supplemental Subordinate Trust Agreement, dated as of November 1, 2015 (the “*Third Supplemental Agreement*”), between the Authority and the Trustee, and the Bond Purchase Agreement, dated November 23, 2015 (as amended, supplemented or otherwise modified, the “*BPA*”), between RBC Capital Markets, LLC (the “*Underwriter*”) and the Authority, the undersigned authorized officer of the Authority hereby requests a Drawing on the above-captioned Series C Bonds in the amount of \$\_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ (the “*Drawing Date*”), at a purchase price of \$\_\_\_\_\_ (the par amount thereof), for the purpose of paying the Costs of the Project. The proceeds of this Drawing shall be wired to the Trustee as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 Account Number: \_\_\_\_\_  
 Account Name: \_\_\_\_\_  
 Reference: LACMTA Sub Lien. Meas. R Series C

As of the Drawing Date:

	SUBSERIES C-2 BONDS (TAXABLE)	TOTAL
Cumulative principal amount previously drawn under C-1 Bonds and C-2 Bonds:		
Cumulative principal amount previously redeemed C-1 Bonds and C-2 Bonds:		
Principal amount Outstanding under C-1 Bonds and C-2 Bonds prior to this drawing:		
Principal amount of this Drawing:		
Drawing Date will be:		
Subseries C-1 Bonds (Tax-Exempt) (if any) which will be redeemed on or prior to the Drawing Date:		
Subseries C-2 Bonds (Taxable) (if any) which will be redeemed on or prior to the Drawing Date:		
Following this Drawing and redemptions on or prior to the Drawing Date, the Outstanding principal amount of Subseries C-1 Bonds (Tax-Exempt):		
Following this Drawing and redemptions on or prior to the Drawing Date, the Outstanding principal amount of Subseries C-2 Bonds (Taxable):		
Accrued Interest, if any, on this Drawing:		
Total Amount to be paid for this Drawing:		



Upon receipt by the Trustee from the Owner on the Drawing Date of a federal funds wire, for the account of the Authority, in the amount of \$\_\_\_\_\_, representing the agreed purchase price for the Drawing, the Trustee is hereby requested and authorized to revise the Schedule of Drawings, Redemptions and Remarketings attached to the Subseries C-2 Bonds (Taxable) to reflect such Drawing.

As of the date hereof and on the Drawing Date:

(i) the representations and agreements of the Authority contained in the BPA and in the other Related Documents are true and correct in all material respects with the same effect as if made on the date hereof and on the Drawing Date (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation and warranty is true and correct as of such date);

(ii) the Authority has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Drawing Date, including all conditions to such Drawing in the Subordinate Trust Agreement;

(iii) no Event of Default exists under the Senior Lien Trust Agreement or the Subordinate Trust Agreement and no Bondholder's Agreement Event of Default or Potential Bondholder's Agreement Event of Default (each as defined in the Bondholder's Agreement) exists under the Bondholder's Agreement; and

(iv) no Material Adverse Effect shall have occurred.

The undersigned hereby acknowledges that the obligation of the Underwriter to honor the Drawing on the Drawing Date is subject to the condition that the Commitment End Date shall not have occurred before such Drawing Date and to the receipt by the Lender on or before the Drawing Date of:

(i) a certificate dated the Drawing Date and executed by an Authorized Representative, certifying that as of such Drawing Date the Debt Service Coverage Ratio is greater than 125%; and

(ii) (A) a certificate dated the date of the Drawing and executed by an Authorized Representative, certifying that as of the date of the Drawing the Authority has complied with all conditions precedent to the issuance of Subordinate Obligations, as applicable, set forth in Section 3.06 of the Senior Lien Trust Agreement and (B) a copy of the certificate which is required to be delivered by the Authority to the Senior Trustee and the TIFIA Lender in Section 3.06(C) of the Senior Lien Trust Agreement.

Capitalized terms used herein and not defined shall have the meanings assigned thereto in the BPA.

IN WITNESS WHEREOF, the undersigned has set his/her hand as of the date written above on behalf of the Authority.

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT B**

**FORM OF OPINION OF AUTHORITY COUNSEL**

**[To be Provided]**