

ISDA[®]

International Swaps and Derivatives Association, Inc.

NOVATION AGREEMENT

dated as of August 17, 2011 between:

Merrill Lynch Capital Services, Inc. (the “**Transferor**”)

AND

Bank of America, N.A. (the “**Transferee**”).

WHEREAS, the Transferor and San Diego County Regional Transportation Commission (the “**Remaining Party**”) have entered into the Transactions listed on Schedule I attached hereto (the “**Old Transactions**”), each subject to the ISDA Master Agreement, including the U.S. Municipal Counterparty Schedule and Credit Support Annex thereto, between the Transferor and the Remaining Party dated as of November 22, 2005 (the “**Existing Agreement**”); and

WHEREAS, with effect from and including August 23, 2011 (the “**Novation Date**”) the Transferor wishes to transfer by novation to the Transferee, and the Transferee wishes to accept the transfer by novation of, all the rights, liabilities, duties and obligations of the Transferor under and in respect of the Old Transactions and the Existing Agreement, with the effect that the Remaining Party and the Transferee enter into new transactions (the “**New Transactions**”) between them having terms identical to those of the Old Transactions and governed by the Existing Agreement, as more particularly described below; and

WHEREAS, pursuant to Part VII(t) of the Schedule to the Existing Agreement, the consent of the Remaining Party is not required for this novation; provided, that the Transferor delivers to the Remaining Party (i) a novation agreement whereby the Transferee assumes all the obligations and liabilities of the Transferor under the Old Transactions, and (ii) an executed guarantee of Merrill Lynch & Co., Inc. guarantying the obligations of the Transferee under the New Transactions; and

WHEREAS, the Transferor shall be released and discharged, as a result and to the extent of the transfer described above, from its obligations under and in respect of the Old Transactions and the Existing Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties agree as follows: ---

1. Definitions.

Terms defined in the ISDA Master Agreement (Local Currency–Single Jurisdiction) as published in 1992 by the International Swaps and Derivatives Association, Inc., (the “**ISDA Master Agreement**”) are used herein as so defined, unless otherwise provided herein.

2. Transfer, Release, Discharge and Undertakings.

With effect from and including the Novation Date and in consideration of the mutual representations, warranties and covenants contained in this Novation Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties):

- (a) the Remaining Party and the Transferor are each released and discharged from further obligations to each other with respect to the Old Transactions and the Existing Agreement and their respective rights against each other thereunder are cancelled, provided that such release and discharge shall not affect any rights, liabilities or obligations of the Remaining Party or the Transferor with respect to payments or other obligations due and payable or due to be performed on or prior to the Novation Date, and all such payments and obligations shall be paid or performed by the Transferor in accordance with the terms of the Old Transactions and the Existing Agreement;

- (b) in respect of the New Transactions, the Transferee undertakes liabilities and obligations towards the Remaining Party and acquires rights against the Remaining Party identical in their terms to the Old Transactions and the Existing Agreement (and, for the avoidance of doubt, as if the Transferee were the Transferor and with the Remaining Party remaining the Remaining Party, save for any rights, liabilities or obligations of the Remaining Party or the Transferor with respect to payments or other obligations due and payable or due to be performed on or prior to the Novation Date); and
- (c) each New Transaction shall be governed by and form part of the Existing Agreement between the Transferee and the Remaining Party, except that all references to Transferor therein shall be deemed to be references to Transferee. The New Transactions and the Existing Agreement shall remain in full force and effect between Transferee and Remaining Party and Transferee and Remaining Party shall be bound thereby.

3. Representations and Warranties.

- (a) On the date of this Novation Agreement and the Novation Date:
 - (i) The Transferor and the Transferee each makes to the other those representations and warranties set forth in Section 3(a) of the ISDA Master Agreement with references in such Section to “this Agreement” or “any Credit Support Document” being deemed references to this Novation Agreement alone.
 - (ii) The Transferor makes to the Transferee the representation set forth in Section 3(b) of the ISDA Master Agreement with respect to the Existing Agreement and taking into account the parties entering into and performing their obligations under this Novation Agreement.
 - (iii) The Transferor represents and warrants to the Transferee that:
 - (A) it has made no prior transfer (whether by way of security or otherwise) of the Existing Agreement or the Old Transactions, or any interest or obligation in or under the Existing Agreement or in respect of the Old Transactions; and
 - (B) as of the Novation Date, all obligations of the Transferor under the Old Transactions required to be performed on or before the Novation Date have been fulfilled.
 - (iv) The Transferor makes no representation or warranty and does not assume any responsibility with respect to the legality, validity, effectiveness, adequacy or enforceability of the New Transactions or any documents relating thereto and assumes no responsibility for the condition, financial or otherwise, of the Remaining Party, the Transferee or any other person or for the performance and observance by the Remaining Party, the Transferee or any other person of any of its obligations under any New Transaction or any document relating thereto and any and all such conditions and warranties, whether express or implied by law or otherwise, are hereby excluded.
- (v) Each party represents to the other party: --
 - (A) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into this Novation Agreement and as to whether this Novation Agreement is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Novation Agreement; it being understood that information and explanations related to the terms and conditions of this Novation Agreement shall not be considered investment advice or a recommendation to enter into this Novation Agreement. No communication (written or oral) received from

the other party shall be deemed to be an assurance or guarantee as to the expected results of this Novation Agreement; and

- (B) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Novation Agreement. It is also capable of assuming, and assumes, the risks of this Novation Agreement;
- (C) **Status of Parties.** The other party is not acting as a fiduciary for or an adviser to it in respect of this Novation Agreement.

4. Counterparts.

This Novation Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

5. Costs and Expenses.

The parties will each pay their own costs and expenses (including legal fees) incurred in connection with this Novation Agreement and as a result of the negotiation, preparation and execution of this Novation Agreement.

6. Amendments.

No amendment, modification or waiver in respect of this Novation Agreement will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or electronic messages on an electronic messaging system.

7. (a) Governing Law.

This Novation Agreement will be governed by and construed in accordance with the laws of the State of New York without reference to the conflict of laws provisions thereof.

(b) Jurisdiction.

The terms of Section 11(b) of the Existing ISDA Master Agreement, as amended by Part V (Amendments) of the U.S. Municipal Counterparty Schedule thereto, shall apply to this Novation Agreement with references in such Section to "this Agreement" being deemed references to this Novation Agreement alone.

IN WITNESS WHEREOF the parties have executed this Novation Agreement on the respective dates specified below with effect from and including the Novation Date.

Bank of America, N.A.

By: 
Title: **Ana Morales Gillard**
Date: **Vice President**

Merrill Lynch Capital Services, Inc.

By: 
Title: **Skyla Mitchell**
Date: **Senior Documentation Officer**

Schedule I

Old Transactions

Transferor's Admin. No.	Transferee's Reference No.	Trade Date
05MU04680	54007606	11/22/2005