

[\$318,300,000]
**SACRAMENTO TRANSPORTATION AUTHORITY
MEASURE A SALES TAX REVENUE BONDS
SERIES 2009A, SERIES 2009B AND SERIES 2009C
(LIMITED TAX BONDS)**

BOND PURCHASE AGREEMENT

September __, 2009

Sacramento Transportation Authority
Sacramento, CA

Ladies and Gentlemen:

Merrill Lynch, Pierce, Fenner & Smith, Incorporated (hereinafter sometimes referred to as the “Merrill Lynch”), Barclays Capital, Inc. (hereinafter sometimes referred to as “Barclays”), and J.P. Morgan Securities Inc. (hereinafter sometimes referred to as “JP Morgan” and, collectively with Merrill Lynch and Barclays, the “Underwriters” and individually an “Underwriter”), each acting on behalf of itself, offers to enter into this bond purchase agreement (this “Purchase Agreement”) with the Sacramento Transportation Authority (the “Authority”), which will be binding upon the Authority and each Underwriter upon the acceptance hereof by the Authority. Each Underwriter hereby represents and warrants to the Authority that it is authorized to enter into this Purchase Agreement on its behalf and to take any other actions which may be required of it pursuant to this Purchase Agreement.

This offer is made subject to its acceptance by the Authority by the execution of this Purchase Agreement and its delivery to each Underwriter on or before 5:00 p.m., California time, on the date hereof. If this offer is not so accepted, this offer is subject to withdrawal by each Underwriter upon notice delivered to the Authority at any time prior to acceptance by the Authority.

All terms used and not otherwise defined herein shall have the meanings set forth in the Indenture, dated as of September 1, 2009, as supplemented by a First Supplemental Indenture, dated as of September 1, 2009 (collectively, the “Indenture”), each by and between the Authority and Deutsche Bank National Trust Company, as trustee (the “Trustee”).

1. **Purchase and Sale.** Upon the terms and conditions and in reliance upon the representations, warranties, covenants and agreements hereinafter set forth, each Underwriter hereby agrees, for itself and severally and not jointly, to purchase from the Authority all (but not less than all) of the Series of the Bonds (as defined herein) as specified on Schedule I hereto for offering to the public, and the Authority hereby agrees to sell to each Underwriter, all (but not less than all) of the Series of the Bonds as shown

on Schedule I hereto for offering to the public. The [\$106,100,000] aggregate principal amount of the Authority's Measure A Sales Tax Revenue Bonds, Series 2009A (Limited Tax Bonds) (the "Series 2009A Bonds"), the [\$106,100,000] aggregate principal amount Authority's Measure A Sales Tax Revenue Bonds Series, 2009B (Limited Tax Bonds) (the "Series 2009B Bonds") and the [\$106,100,000] aggregate principal amount Authority's Measure A Sales Tax Revenue Bonds Series, 2009C (Limited Tax Bonds) (the "Series 2009C Bonds") are collectively referred to as "Bonds" and each Series is individually referred to as a "Series." The purchase price for each Series of the Bonds shall equal the principal amount of such Series, less the underwriter's discount for such Series, as shown on Schedule I hereto.

2. **Description of the Bonds.** The Bonds shall be issued pursuant to the Indenture and pursuant to the Local Transportation Authority and Improvement Act, Division 19 (Section 180000 et seq.) of the Public Utilities Code of the State of California, as amended from time to time (collectively, the "Act"). The Bonds shall be as described in the Indenture and the Official Statement (as such term is defined in Section 4 hereof). The Bonds shall be dated their date of delivery, mature in the amount and on the dates, bear interest at the initial rates as indicated in Schedule I attached hereto and incorporated herein by reference. The Bonds shall be subject to optional and mandatory sinking account redemption as set forth in the Official Statement.

Payment of the purchase price of the Bonds of each Series subject to optional and mandatory tender for purchase will be supported by amounts available pursuant to a separate standby bond purchase agreement with respect to each Series, each dated _____, 2009 (each, a "Liquidity Facility," and together, the "Liquidity Facilities"), with Barclays Bank PLC for the Series 2009A Bonds, J.P. Morgan Chase Bank, N.A. for the Series 2009B Bonds and Bank of America N.A. for the Series 2009C Bonds (each, a "Liquidity Provider" and collectively, the "Liquidity Providers").

The Bonds are being issued in order to finance a portion of the costs being incurred in connection with certain transportation projects, to fund a Bond Reserve Fund for the Bonds, and to pay the costs of issuance of the Bonds.

3. **Public Offering.** Each Underwriter agrees to make a bona fide public offering of all its respective Series initially at the public offering price of the par value thereof. Each Underwriter shall provide to the Authority on the Closing Date (as hereinafter defined) a certificate setting forth the offering prices to the public of its respective Series at which a substantial amount of such Series was sold.

4. **Official Statement.** The Authority hereby ratifies, approves and confirms the distribution and use by each Underwriter of the Official Statement, dated September __, 2009 (together with the Appendices thereto, any documents incorporated therein by reference, and any supplements or amendments thereto, the "Official Statement"), in connection with the offering and sale of the Bonds. On or before the Closing Date, each Underwriter shall file a copy the Official Statement with the Municipal Securities Rulemaking Board.

5. **Use of Documents.** The Authority hereby authorizes each Underwriter to use, in connection with the public offering and sale of the Bonds, this Purchase Agreement, the Official Statement, the Indenture, the Ordinance (as hereinafter defined), and the information contained herein and therein.

6. **The Closing.** At 8:00 a.m., California time, on _____, 2009 (the “Closing Date”), or at such other date and time as shall have been mutually agreed upon by the Authority and each Underwriter, the Authority will deliver or cause to be delivered to each Underwriter: (i) its respective Series of Bonds in book-entry form through the F.A.S.T. delivery system of The Depository Trust Company, New York, New York (“DTC”), duly executed and authenticated; and (ii) the documents, certificates and opinions hereinafter mentioned in Section 8 hereof at the offices of Orrick, Herrington & Sutcliffe LLP, in Sacramento, California or at such other place as shall be mutually agreed upon by the Authority and each Underwriter. Each Underwriter will accept such delivery and pay the purchase price of its respective Series of Bonds as set forth in Schedule I hereof in immediately available funds. This payment and delivery, together with the delivery of the aforementioned documents, is herein called the “Closing.”

7. **Representations, Warranties, Covenants and Agreements of the Authority.** The Authority represents and warrants to and covenants with each Underwriter that:

(a) *Due Organization, Existence and Authority.* The Authority is a public body corporate and politic, duly organized and validly existing under the laws of the State of California, including the Act, with full right, power and authority: to adopt the Ordinance, which was approved by the voters on November 2, 2004 (the “Ordinance”); to adopt the resolution adopted on _____, 2009 (the “Bond Resolution”); to issue the Bonds; to execute, deliver and perform its obligations under the Bonds, the Indenture, the Tax Certificate, to be dated the date of issuance of the Bonds (the “Tax Certificate”), each of the Liquidity Facilities and this Purchase Agreement (such documents being hereinafter collectively referred to as the “Authority Documents”); to approve, execute and deliver to the Official Statement; to levy the 2004 Measure A Sales Tax and to apply the Sales Tax Revenues as provided in the Indenture; and to carry out and consummate the transactions on its part contemplated by the Authority Documents, the Bond Resolution, the Ordinance and the Official Statement.

(b) *Due Authorization and Approval.* By all necessary official action of the Authority, the Authority has duly adopted the Ordinance and the Bond Resolution and authorized the issuance of the Bonds and the execution and delivery of, and the performance by the Authority of the obligations on its part contained in, the Official Statement, the Bonds and the Authority Documents; and as of the date hereof such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When authenticated and delivered, the Bonds will constitute, and when executed and delivered, the Authority Documents (assuming due authorization, execution and delivery by and validity against the other parties thereto) will constitute, the legally valid and binding obligations of the Authority, enforceable against the Authority in accordance with their respective terms, except as enforcement may be

limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally, or by the exercise of judicial discretion and the limitations on legal remedies against local transportation authorities in the State of California. The Authority has complied, and will at the Closing be in compliance in all respects, with its obligations under the Authority Documents.

(c) *Official Statement Accurate and Complete.*

(i) As of its date and as of the Closing Date, the Official Statement (excluding therefrom information under the headings "THE 2009 LIQUIDITY FACILITIES," "CERTAIN CONSIDERATIONS AFFECTING THE 2009 BONDS," "UNDERWRITING," APPENDIX D – "BOOK-ENTRY ONLY SYSTEM" and APPENDIX F – "THE 2009 LIQUIDITY PROVIDERS," the yield on the Bonds as shown on the inside cover, and the information relating to DTC and its book-entry system (collectively, the "Excluded Information") as to which no representation is made) does not and will not at the time of Closing contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(ii) If between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds (as such term is defined in (iv) below), an event occurs or information becomes known, of which the Authority has knowledge, which might or would cause the information contained in the Official Statement (excluding the Excluded Information, as to which no representation is made), as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make statement therein, in the light of the circumstances under which they were made, not misleading, the Authority shall promptly notify each Underwriter; and, if in the opinion the Authority or any Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority shall forthwith prepare and furnish to each Underwriter (at the expense of the Authority including fees, if any, of counsel to the Underwriters relating to such supplement or amendment) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to each Underwriter). For the purposes of this subsection, between date hereof and the date which is 25 days after the End the Underwriting Period for the Bonds, the Authority will furnish such information with respect to itself as each Underwriter may from time to time reasonably request.

(iii) If the information contained in the Official Statement is amended or supplemented pursuant to (ii) above, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to (ii) above) at all times subsequent thereto up to and including the date which is 25 days after the End of the Underwriting Period for the Bonds, the Official Statement so supplemented or amended (including any financial and statistical data contained therein, but excluding therefrom the Excluded Information as to which no representation is made) will not contain any untrue statement of a material fact or omit to state a material fact

required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(iv) As used herein and for the purposes of the foregoing, the term “End of the Underwriting Period” for the Bonds is defined in Rule 15c2-12(f)(2), which the Authority may assume shall occur on Closing Date unless otherwise notified, in writing, by any Underwriter, on or prior to the Closing Date.

(d) *Underwriter Consent to Amendments and Supplements to Official Statement.* The Authority shall advise each Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of each Underwriter, which consent will not be unreasonably withheld. The Authority shall advise each Underwriter promptly of the institution of any proceedings known to it by any governmental authority prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(e) *No Breach or Default.* As of the time of acceptance hereof and the Closing, except as otherwise disclosed in the Official Statement, the Authority is not and will not be in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State of California (the “State”) or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Authority is a party or to which the Authority or any of its property or assets is otherwise subject which breach or default would have a material adverse effect on the ability of the Authority to issue the Bonds or to perform its obligations under the Authority Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and, as of such times, except as disclosed in the Official Statement, the issuance of the Bonds and the authorization, execution and delivery by the Authority of the Authority Documents, the levy of Sales Tax (effective as of April 1, 2009) and the application of Sales Tax Revenues as provided in the Indenture and compliance by the Authority with the provisions of each of such agreements or instruments, do not to any material extent conflict with or constitute a breach of or default by the Authority under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which it or any of its properties is bound; nor will any such authorization, issuance, execution, delivery or compliance result in the creation or imposition or any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the Authority Documents.

(f) *No Litigation.* As of the time of acceptance hereof and the Closing, except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory authority, public board or body, pending with respect to which the Authority has been served with

process or, to the knowledge of the officer of the Authority executing this Purchase Agreement after due inquiry, pending or threatened: (i) in any way affecting the existence of the Authority or the titles of its officers to their respective offices; (ii) seeking to restrain or to enjoin the issuance, sale or delivery of any of the Bonds, the application of the proceeds thereof in accordance with the Indenture, or the levy, collection or application of the Sales Tax Revenues or other moneys to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity of the Bonds or the Authority Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from taxation or contesting the powers of the Authority or its authority to issue the Bonds or to cause the collection of sales taxes or to pledge the Sales Tax Revenues; or (iii) in any way contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto or asserting that the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; nor to the best of the Authority's knowledge, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the Act, the Ordinance, the proceedings authorizing the Sales Tax, the Bond Resolution, the Authority Documents or the Official Statement or the authorization, execution, delivery or performance by the Authority of the Bonds, the Bond Resolution or the Authority Documents.

(g) *Senior Lien and Parity Debt.* As of the time of the Closing, the Authority will not to any material extent be in breach of or in default under the Authority Documents. There are no outstanding bonds, bonds or other obligations of the Authority which are payable out of the funds and revenues pledged to the payment of the Bonds and to which the Bonds will be subordinate. As of the time of Closing, the only obligation of the Authority that will be secured on a parity with the the Bonds will be the obligation of the Authority to make payments required under the Initial Swaps (as defined in the Indenture) (excluding fees and expenses and termination payments under the Initial Swaps), as provided under the Indenture.

(h) *Financial Statements.* The audited financial statements of the Authority as of June 30, 2008 fairly state the financial position of the Authority at June 30, 2008, and the results of operations of the Authority for the year ended on such date, and, except as disclosed in the Official Statement, since June 30, 2008, there has been no material adverse change in the condition (financial or otherwise) of the Authority.

8. **Closing Conditions.** Each Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties, covenants and agreements of the Authority contained herein and the representations and warranties of the Authority to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Authority of its obligations hereunder, both on and as of the date hereof and as of the Closing Date. Accordingly, the separate obligation of each Underwriter under this Purchase Agreement to purchase, to accept delivery of and to pay for its respective Series of Bonds shall be subject, at the option of each Underwriter, to

the accuracy in all material respects of representations and warranties of the Authority contained herein and the Authority Documents as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the Authority made in any certificate or other document furnished pursuant to the provisions hereof, to the performance by the Authority of its obligations to be performed hereunder and under the Authority Documents at or prior to the Closing Date, and also shall be subject to the following additional conditions:

(a) Each Underwriter shall receive, within seven Business Days of the date hereof and not less than two Business Days before the Closing Date, whichever is earlier, copies of the Official Statement as required by Section 4 hereof;

(b) At the Closing, (i) the Authority Documents shall have been duly authorized, executed and delivered by the respective parties thereto, and the Official Statement shall have been duly authorized, executed and delivered by the Authority, all in substantially the forms heretofore submitted to each Underwriter, with only such changes as shall have been agreed to in writing by each Underwriter, and shall be in full force and effect; and (ii) there shall be in full force and effect the Ordinance, the Bond Resolution and such other resolution(s) (collectively, the “Resolution”) as, in the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority (hereinafter referred to as “Bond Counsel”), shall be necessary in connection with the transactions contemplated by this Purchase Agreement, the other Authority Documents and the Official Statement.

(c) Subsequent to the date hereof, up to and including the Closing, the California State Board of Equalization shall not have suspended or advised the Authority of suspension of the collection of the Sales Tax or raised any question as to the validity of the Sales Tax.

(d) Each Underwriter shall have the right to terminate its respective obligation under this Purchase Agreement to purchase its respective Series of Bonds, without liability therefor, by written notification from such Underwriter to the Authority, if at any time at or prior to the Closing:

(1) trading in the Authority’s outstanding securities, or in obligations of the general character of the Bonds, shall have been suspended by the Securities and Exchange Commission or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange; or

(2) a banking moratorium shall have been declared either by Federal, New York or California state authorities or a major financial crisis or a material disruption of commercial banking or securities settlement or clearance services; or

(3) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or

other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of such Underwriter, impractical or inadvisable to proceed with the offering or delivery of its respective Series of the Bonds as contemplated by the Official Statement (exclusive of any amendment or supplement thereto); or

(4) any event shall occur, or event become known, which causes the Official Statement (exclusive of any amendment or supplement thereto) to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading; or

(5) the marketability of its respective Series of the Bonds or the market price thereof, in the opinion of the respective Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or in or by the State or by the amendment of legislation pending as of the date of this Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form or notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or State court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority materially adversely affecting the federal or State tax status of the Authority, or the interest on bonds or bonds or obligations of the general character of the Bonds; or

(6) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the opinion of such Underwriter, materially adversely affects the marketability or market price of its respective Series of the Bonds; or

(7) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance,

offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(8) there shall be established any new restrictions on transactions in securities materially affecting the free market for securities (including the imposition of any limitations on interest rates) or the extension of credit by, or the change to the net capital requirements of underwriters established by the New York Stock Exchange, the Securities and Exchange Commission, any other Federal or state agency or the Congress of the United States, or by Executive Order; or an order, decree or injunction of any court of competent jurisdiction, or an order, filing, regulation or official statement by the Securities and Exchange Commission or any other governmental agency is issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the Federal securities laws, as amended and then in effect;

(9) any rating of a Series of the Bonds or the Liquidity Provider for the respective Series, or any unenhanced rating of any other obligations of the Authority, shall have been downgraded, suspended or withdrawn by a national rating service, or the placing of the Bonds or the Liquidity Provider for the respective Series of the Bonds, or any other obligations of the Authority with unenhanced ratings, on credit watch or under review of any rating agency that has assigned an rating thereto, which, in the respective Underwriter's opinion, materially adversely affects the marketability or market price of its respective Series of the Bonds; or

(10) the commencement of any action, suit or proceeding described in Section 7(f) hereof which, in the judgment of the respective Underwriter, materially adversely affects the marketability or market price of its respective Series of the Bonds.

(f) *Closing Documents.* At or prior to the Closing, each Underwriter shall receive the following documents:

(1) Resolution and Authority Documents. A certified copy of the Bond Resolution and an executed copy of the Official Statement and of each of the Authority Documents.

(2) Bond Opinion. An approving opinion of Bond Counsel, addressed to the Authority, dated the date of the Closing, substantially in the form

set forth in Appendix E to the Official Statement, together with letters from such counsel, dated the date of the Closing and addressed to each Underwriter, to the effect that the foregoing opinion addressed to the Authority may be relied upon by each Underwriter to the same extent as if such opinion were addressed to it.

(3) Supplemental Opinion. A supplemental opinion of Bond Counsel addressed to each Underwriter, dated the date of the Closing, substantially in the form attached as Appendix A hereto.

(4) Authority Counsel Opinion. An opinion of Sacramento County Counsel, counsel to the Authority (“Authority Counsel”), addressed to each Underwriter, dated the date of the Closing, substantially in the form attached as Appendix B hereto; and with respect to any opinions rendered by the Authority to one or more of the Liquidity Providers, letters from such counsel, dated the date of the Closing and addressed to each Underwriter to the effect that the such opinion or opinions may be relied upon by each Underwriter to the same extent as if such opinion or opinions were address to it.

(5) Disclosure Counsel Opinion. The opinion of Nossaman, LLP (“Disclosure Counsel”), addressed to the Authority, dated the date of the Closing, substantially in the form attached as Appendix C hereto, together with a letter from such counsel, dated the date of the Closing and addressed to each Underwriter, to the effect that the foregoing opinion addressed to the Authority may be relied upon by each Underwriter to the same extent as if such opinion were addressed to them.

(6) Underwriters’ Counsel Opinion. The opinion of Squire Sanders & Dempsey L.L.P., counsel to the Underwriters (“Underwriters’ Counsel”), addressed to each Underwriter, dated the date of the Closing, in form and substance satisfactory to each Underwriter.

(7) Liquidity Provider’s Counsel Opinions. Opinions of counsel to each Liquidity Provider, dated the date of Closing, addressed to each Underwriter and the Authority, in form and substance acceptable to each Underwriter and the Authority.

(8) Trustee Counsel Opinion. The opinion of counsel to the Trustee, addressed to the Authority and each Underwriter, dated the date of the Closing, to the effect that:

(i) The Trustee is a national banking association, duly organized and validly existing under and by virtue of the laws of the United States of America, having full power to enter into, accept and administer the trust created under the Indenture;

(ii) The Indenture has been duly authorized, executed and delivered by the Trustee and constitutes the legal, valid and binding obligation of the Trustee enforceable in accordance with its terms, except

as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(iii) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Indenture, authentication of the Bonds or the consummation of the transactions contemplated by the Indenture or this Purchase Agreement;

(iv) To its best knowledge after due inquiry, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending against the Trustee or threatened against the Trustee which in the reasonable judgment of the Trustee would affect the existence of the Trustee, or in any way contesting or affecting the validity or enforceability of the Indenture or contesting the powers of the Trustee or its authority to enter into and perform its obligations under the Indenture; and

(v) The execution and delivery of the Indenture and compliance with the provisions on the part of the Trustee contained therein will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, resolution or other instrument to which the Trustee is a party or is otherwise subject.

(9) Trustee Certificate. A certificate of the Trustee, dated the date of Closing, to the effect that:

(i) The Trustee is duly organized and existing as a national banking association in good standing under the laws of the United States, having the full power and authority to enter into and perform its duties under the Indenture;

(ii) The Trustee is duly authorized to enter into the Indenture;

(iii) The Trustee has duly executed and delivered the Indenture and the Trustee has duly authenticated and delivered the Bonds;

(iv) To its best knowledge after due inquiry, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending against the Trustee or threatened against the Trustee which in the reasonable judgment of the Trustee would affect the existence of the Trustee, or in any way contesting or affecting the validity or enforceability of the Indenture or contesting the powers of the Trustee or its authority to enter into and perform its obligations under the Indenture.

(10) Authority Certificate. A certificate of the Authority, dated the date of the Closing, signed on behalf of the Authority by a duly authorized officer of the Authority, to the effect that:

(i) The representations and warranties of the Authority contained herein and in the Authority Documents are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing; and

(ii) No event affecting the Authority has occurred since the date of the Official Statement, or becomes known, which has the effect of causing the Official Statement (excluding the Excluded Information) to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not be misleading.

(11) Liquidity Provider Certificates. Certificates of each Liquidity Provider, signed by an authorized representative of each, dated the date of Closing, to the effect that the information contained in the Official Statement with respect to such Liquidity Provider is true and correct in a material respects.

(12) Ratings. Evidence that the Bonds have received short-term ratings of “___” by Moody’s Investors Service (“Moody’s”) and “___” by Standard & Poor’s, a division of The McGraw-Hill Companies, Inc. (“S&P”) and that the Bonds have received a long-term rating of “___” by Moody’s and “___” by S&P.

(13) Form 8038-G. A completed Internal Revenue Service Form 8038-G, signed on behalf of the Authority by the Executive Director or other authorized officer of the Authority.

(14) CDIAC Filings. Evidence of the filing with the California Debt and Investment Advisory Commission of the Report of Proposed Debt Issuance and Report of Final Sale.

(15) Ordinance. A certified copy of the proceedings relating to authorization and approval of the Sales Tax, including: (i) a certified copy of the Ordinance; and (ii) a certification from the Registrar of Voters in the County of Sacramento concerning results of the November 2, 2004 election.

(16) Sales Tax Documents. A copy of the executed Agreement for State Administration Transactions and Use Tax, between the Authority and the California State Board of Equalization, including all current amendments thereto, and a letter of instructions from the Authority to the California State Board of Equalization regarding deposit of Sales Tax in accordance with its terms.

(17) DTC Blanket Letter of Representations. A copy of the Blanket Issuer Letter of Representations executed by the Authority and delivered to The Depository Trust Company, New York, New York, relating to the book-entry system for the Bonds.

(18) Other Documents. Such additional legal opinions, certificates, proceedings, instruments, and other documents as Bond Counsel, the Authority, Authority Counsel, Disclosure Counsel or Underwriters' Counsel may reasonably deem necessary to evidence the truth and accuracy, as of the Closing Date, of the representations of the Authority herein and in the Authority Documents and of the statements and information contained in the Official Statement, and the due performance or satisfaction by the Authority and the Trustee at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by either of them in connection with the transactions contemplated hereby and by the Authority Documents and Official Statement.

If the Authority shall be unable to satisfy the conditions to each Underwriter's obligations contained in this Purchase Agreement or if any Underwriter's obligations shall be terminated for any reason permitted herein, all obligations of such Underwriter hereunder may be terminated by such Underwriter at, or at any time prior to, the Closing Date by written notice, including by facsimile or by telephone and confirmed in writing, from such Underwriter to the Authority, and neither such Underwriter nor the Authority shall have any further obligations hereunder.

9. **Blue Sky.** The Authority will cooperate with each Underwriter in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as each Underwriter may request; provided, however, that the Authority shall not be required to consent to suit or to service of process in any jurisdiction or take any action which would subject the Authority to general or unlimited service of process in any jurisdiction in which it is not now subject.

10. **Expenses.** The Authority shall pay or cause to be paid the expenses incident to the performance of the obligations of the Authority hereunder including but not limited to: (a) the costs of the preparation and printing, or other reproduction (for distribution on or prior to the date hereof) of this Purchase Agreement and the other Authority Documents and the cost of preparing, issuing, and delivery of the Bonds; (b) the fees and disbursements of any counsel, financial advisors, accountants or other experts or consultants retained by the Authority; (c) the fees and disbursements of Bond Counsel, Authority Counsel and Disclosure Counsel; (d) the cost of printing and electronic distribution of the Preliminary Official Statement and any supplements and amendments thereto and the cost of printing and electronic distribution of the Official Statement and any supplements and amendments thereto (including fees, if any, of Underwriter's Counsel in connection with any supplement or amendment), including the requisite number of copies thereof for distribution by each Underwriter; and (e) charges of rating agencies for the rating of the Bonds.

Each Underwriter shall pay and the Authority shall be under no obligation to pay expenses incurred by each Underwriter in connection with the public offering and distribution of its respective Series of Bonds, including, but not limited to, the payment of all fees and disbursements of Underwriter's Counsel and "blue sky" expenses, if any.

The Authority shall pay for expenses (included in the expense component of each Underwriter's spread) incurred on behalf of Authority employees which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging and entertainment of those employees.

11. **Notice.** Any notice or other communication to be given to the Authority under this Purchase Agreement may be given by delivering the same in writing to the Authority at the address set forth above. Any notice or other communication to be given to each Underwriter under this Purchase Agreement may be given by delivering the same in writing to the Underwriter:

Merrill Lynch, Pierce, Fenner & Smith, Incorporated
South Grand Avenue, Suite 2800
Los Angeles, California 90071
Attn.:

Barclays Capital Inc.
555 California Street
San Francisco, California 94104
Attn:

J.P. Morgan Securities Inc.
1999 Avenue of the Stars, 31st Floor
Los Angeles, California 90067
Attn:

12. **Entire Agreement.** This Purchase Agreement, when accepted by the Authority, shall constitute the entire agreement among the Authority and each Underwriter individually with respect to the subject matter hereof and is made solely for the benefit of the Authority and each Underwriter individually (including the successors or assigns of any Underwriter). No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein.

13. **Counterparts.** This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

14. **Severability.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

15. **Governing Law.** The validity, interpretation and performance of this Purchase Agreement shall be governed by the laws of the State of California.

16. **No Assignment.** The rights and obligations created by this Purchase Agreement shall not be subject to assignment by any Underwriter or the Authority, without the prior written consent of the Authority and such Underwriter.

17. **Fiduciary Duty Disclaimer.** The Authority acknowledges that in connection with the offering of the Bonds and the discussions and negotiations relating to the terms of the Bonds set forth in this Purchase Agreement: (a) each Underwriter has acted at arms length, are not an agent of or advisor to, and owe no fiduciary duties to, the Authority or any other person, (b) each Underwriter's duties and obligations to the Authority shall be limited to those contractual duties and obligations set forth in this Purchase Agreement, and (c) each Underwriter may have interests that differ from those of the Authority.

MERRILL LYNCH, PIERCE, FENNER &
SMITH, INCORPORATED

As Underwriter for the Series 2009A Bonds

By: _____

Name: _____

Title: _____

BARCLAYS CAPTIAL, INC.

As Underwriter for the Series 2009B Bonds

By: _____

Name: _____

Title: _____

J.P. MORGAN SECURITIES, INC.

As Underwriter for the Series 2009C Bonds

By: _____

Name: _____

Title: _____

Accepted by:

SACRAMENTO TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: _____

[Execution page of the Purchase Agreement]

SCHEDULE I

**SACRAMENTO TRANSPORTATION AUTHORITY
MEASURE A SALES TAX REVENUE BONDS
SERIES 2009 (LIMITED TAX BONDS)**

Series 2009A Bonds

Underwriter: MERRILL LYNCH, PIERCE, FENNER & SMITH, INCORPORATED

<u>Maturity Date</u>	<u>Principal</u>	<u>Initial Interest Rate</u>	<u>Price</u>
		%	100%

Series 2009A Bonds Purchase Price:

Principal
Underwriter's Discount
Purchase Price

Series 2009B Bonds

Underwriter: BARCLAYS CAPTIAL, INC.

<u>Maturity Date</u>	<u>Principal</u>	<u>Initial Interest Rate</u>	<u>Price</u>
		%	100%

Series 2009B Bonds Purchase Price:

Principal
Underwriter's Discount
Purchase Price

Series 2009C Bonds

Underwriter: J.P. MORGAN SECURITIES, INC.

<u>Maturity Date</u>	<u>Principal</u>	<u>Initial Interest Rate</u>	<u>Price</u>
		%	100%

Series 2009C Bonds Purchase Price:

Principal
Underwriter's Discount
Purchase Price

APPENDIX A

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[Closing Date]

Merrill Lynch, Pierce, Fenner & Smith, Incorporated
Los Angeles , California

Barclays Capital, Inc.
San Francisco, California

J.P. Morgan Securities, Inc.
Los Angeles, California

Sacramento Transportation Authority
Measure A Sales Tax Revenue Bonds, 2009 Series A (Limited Tax Bonds)
(Supplemental Opinion)

Ladies and Gentlemen:

This letter is addressed to each of you individually, as Underwriter, pursuant to Section 8(f)(3) of the Bond Purchase Agreement, dated _____, 2009 (the “Purchase Agreement”), between you and the Sacramento Transportation Authority (the “Authority”), providing for the purchase: by Merrill Lynch, Pierce, Fenner & Smith, Incorporated of \$_____ aggregate principal amount of Sacramento Transportation Authority Measure A Sales Tax Revenue Bonds, Series 2009A (Limited Tax Bonds (the “Series 2009A Bonds”), by Barclays Capital, Inc. of \$_____ aggregate principal amount of Sacramento Transportation Authority Measure A Sales Tax Revenue Bonds, Series 2009B (Limited Tax Bonds) (the “Series 2009B Bonds”) and by J.P. Morgan Securities, Inc. of \$_____ aggregate principal amount of Sacramento Transportation Authority Measure A Sales Tax Revenue Bonds, Series 2009C (Limited Tax Bonds) (the “Series 2009C Bonds” and collectively with the Series 2009A Bonds and Series 2009B Bonds, “Bonds”). The Bonds are being issued pursuant to an Indenture, dated as of _____, 2009 (the “Original Indenture”), between the Authority and Deutsche Bank National Trust Company, as trustee (the “Trustee”), as supplemented by a First Supplemental Indenture, dated as of _____, 2009 (the “First Supplemental Indenture” and, together with the Original Indenture, the “Indenture”), between the Authority and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture or, if not defined in the Indenture, in the Purchase Agreement.

In connection with our role as Bond Counsel to the Authority, we have reviewed the Purchase Agreement; the Indenture; the Tax Certificate, dated the date hereof (the “Tax Certificate”), executed by the Authority; opinions of counsel to the Authority and the Trustee; certificates of the Authority, the Trustee and others; and such other documents, opinions and matters to the extent we deemed necessary to provide the opinions or conclusions set forth herein.

The opinions and conclusions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions or conclusions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Authority. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. We have further assumed compliance with all covenants and agreements contained in such documents. In addition, we call attention to the fact that the rights and obligations under the Bonds, the Indenture, the Tax Certificate, the and the Purchase Agreement and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against local transportation authorities in the State of California. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the foregoing documents, nor do we express any opinions with respect to the state or quality of title to or interest in any of the assets described in or as subject to the lien of the Indenture or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement, dated _____, 2009 (the "Official Statement") or other offering material relating to the Bonds and we express no opinion relating thereto except as expressly set forth in paragraph numbered 3 below.

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

1. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

2. The Purchase Agreement has been duly executed and delivered by, and is a valid and binding agreement of, the Authority.

3. The statements contained in the Official Statement under the captions "THE SERIES 2009 BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2009 BONDS," "TAX MATTERS" and contained in APPENDIX C – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE," and APPENDIX E – "PROPOSED FORM OF BOND COUNSEL OPINION," excluding any material that may be treated as included under such captions by cross-reference, insofar as such statements expressly summarize certain provisions of

the Bonds, the Indenture, and the form and content of our final legal opinion concerning the validity of the Bonds and certain other matters, are accurate in all material respects.

This letter is furnished by us as Bond Counsel to the Authority. No attorney-client relationship has existed or exists between our firm and you in connection with the Bonds or by virtue of this letter. Our engagement with respect to the Bonds has concluded with their issuance. We disclaim any obligation to update this letter. This letter is delivered to you individually as Underwriter for the respective Series of Bonds, is solely for your benefit as such and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not, be relied upon by owners of the Bonds or by any other party to whom it is not specifically addressed.

Very truly yours,

APPENDIX B

[FORM OF AUTHORITY COUNSEL OPINION]

[CLOSING DATE]

Sacramento Transportation Authority
Sacramento, California

Merrill Lynch, Pierce, Fenner & Smith, Incorporated
San Francisco, California

Barclays Capital, Inc.
San Francisco, California

J.P. Morgan Securities, Inc.
Los Angeles, California

Re: Sacramento Transportation Authority
\$____,000,000 Measure A Sales Tax Revenue Bonds
Series 2009A, Series 2009B and Series 2009C (Limited Tax Bonds)

Ladies and Gentlemen:

Our office has acted as counsel to the Sacramento Transportation Authority (“Authority”) in connection with the issuance by the Authority of the captioned Bonds (the “Series 2009A Bonds,” the “Series 2009B Bonds,” the “Series 2009C Bonds” and collectively, the “Bonds” and each a “Series”). This opinion letter is being furnished to you at the request of the Authority and in satisfaction of the requirements of Section 8(f)(4) of the Bonds Purchase Agreement (the “Purchase Agreement”), dated _____, 2009, between the Authority and each of the three Underwriters therein identified (collectively the “Underwriters”). Acceptance of this opinion letter by you shall conclusively operate as your acknowledgement that this opinion letter addresses all of the specific legal issues that are to be dealt with in our opinions set forth herein.

In rendering the opinions set forth herein, we have examined and relied upon originals, or copies certified or otherwise identified to our satisfaction as being true copies of originals, of the following: a Resolution (the “Resolution”) adopted by the Board of Directors of the Authority on _____, 2009; the Purchase Agreement; the Indenture, dated as of _____, 2009 (the “Original Indenture”), as supplemented by a First Supplemental Indenture, dated as of _____, 2009 (the “First Supplemental Indenture” and together with the Original Indenture, the “Indenture”) each by and between the Authority and Deutsche Bank National Trust Company, as trustee (the “Trustee”); the separate standby bond purchase agreement with respect to each Series of Bonds, each dated _____, 2009 (each, a “Liquidity Facility,” and together, the “Liquidity Facilities”), with Barclays Bank PLC for the Series 2009A Bonds, J.P. Morgan Chase Bank, N.A. for the Series 2009B Bonds and Bank of America N.A. for the Series 2009C Bonds (each, a “Liquidity Provider”); the Escrow Agreement, dated _____, 2009 (the “Escrow Agreement”), between the Authority and Deutsche Bank National Trust Company, as escrow agent; and the Official Statement

relating to the Bonds, dated _____, 2009. The Purchase Agreement, the Indenture, the Liquidity Facilities and the Escrow Agreement are collectively referred to herein as the “Basic Documents”.

Except as otherwise stated herein, in expressing the opinions set forth below, we have examined such other documents and records as we have deemed necessary, and as to questions of fact material to our opinions, we have relied upon representations of the Authority contained in the Basic Documents and in the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

We have assumed without investigation (i) the authenticity and completeness of all documents and other writings submitted to or reviewed by us as originals and the conformity in all respects to originals of all documents and other writings submitted to or reviewed by us as copies or reproductions of originals (ii) the genuineness of all signatures to all such documents and other writings, and (iii) that all such documents and other writings have been duly authorized, executed and delivered by the parties to such documents and other writings.

Whenever a statement herein is qualified by “to the best of our knowledge,” it shall be deemed to indicate that, during the course of our representation of the Authority in connection with this transaction, no information that would give us current actual knowledge of the inaccuracy of such statement has come to our attention. We have not, however, undertaken any independent investigation to determine the accuracy of such statements, and any limited inquiry undertaken by us during the preparation of this opinion letter should not be regarded as such investigation. No inference as to our knowledge of any matters bearing upon the accuracy of any such statements should be drawn from the fact of our representation of the Authority.

Our opinions set forth herein do not extend to, and we express no opinions herein with respect to, any laws other than the laws of the State of California, but exclusive of the tax laws, rules and regulations of the State of California and the laws of the State of California relating to debt limitations and restrictions applicable to public entities.

On the basis of, and subject to and in reliance upon, the foregoing, we are of the opinion that:

1. The Authority is duly organized and validly existing as a county transportation authority under the laws of the State of California.

2. The Resolution approving and authorizing the issuance and sale of the Bonds and the execution and delivery of the Basic Documents and approving the Official Statement was duly adopted at a meeting of the Board of Directors of the Authority that was duly called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Resolution is in full force and effect and has not been amended, modified or rescinded as of the date hereof.

3. To the best of our knowledge, as of the Closing Date, the issuance and sale of the Bonds and the execution and delivery of the Basic Documents, the adoption of the Resolution and the approval of the Official Statement, and compliance with the provisions of

the Basic Documents, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Authority a breach of or default under any agreement or other instrument to which the Authority is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Authority is subject, and the Authority has the power and authority under the Constitution and laws of the State to levy the Sales Tax and pledge the Sales Tax Revenues (both as defined in the Indenture) to the payment of the Bonds as provided in the Indenture.

4. There is no action, suit, proceeding, inquiry or investigation, notice of which has been served on the Authority, at law or in equity before or by any court, government agency, public board or body, pending or threatened against the Authority, affecting the existence of the Authority or the titles of its officers to their respective offices (except as previously advised in writing to the Underwriter), or contesting or affecting as to the Authority, the validity or enforceability of the Bonds, any Basic Document, the power or authority of the Authority to levy the Sales Tax and to the pledge the Sales Tax Revenues and other security as provided in the Indenture, the execution and delivery or performance by the Authority of the Bonds or any Basic Document or in any way contesting or challenging the consummation of the transactions contemplated thereby.

5. The Authority has duly authorized the execution and delivery of the Official Statement to the Underwriter for distribution in connection with the sale of the Bonds.

6. Without having undertaken to determine independently the accuracy, completeness or fairness of the information or statements contained in the Official Statement, to the best of our knowledge, the information contained in the Official Statement (excluding therefrom the Excluded Information, as defined in the Purchase Agreement, as to which no opinion is expressed) does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading.

This opinion letter is rendered solely for the benefit of the addressees in connection with the subject transaction and may not be relied upon or used, or its benefit claimed, by any other person or entity, or for any other purpose, without our prior written consent. We bring to your attention the fact that our legal opinions are an expression of professional judgment and are not a guarantee of a result.

Very truly yours,

Deputy County Counsel

APPENDIX C

[FORM OF OPINION OF DISCLOSURE COUNSEL]

September __, 2009

Sacramento Transportation Authority
Sacramento, California

Re: Sacramento Transportation Authority Measure A Sales Tax Revenue
Bonds, Series 2009 (Limited Tax Bonds)

Ladies and Gentlemen:

We have acted as disclosure counsel for the Sacramento Transportation Authority (the “Authority”) in connection with the issuance by the Authority of the above-captioned Bonds (the “Bonds”). The Bonds shall be as described in and shall be secured under and pursuant to the Indenture dated as of _____ __, 2009 and the First Supplemental Indenture dated as of _____ __, 2009 (together, the “Indenture”), between the Authority and Deutsche Bank National Trust Company, as trustee (the “Trustee”). Capitalized terms herein, unless otherwise defined, shall have the meanings provided in the Indenture.

We have, as such counsel, examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, records, opinions of counsel and other instruments as we deemed necessary or appropriate for the purpose of this opinion.

In rendering our opinion herein, we are not expressing any opinion or review on the validity, accuracy or sufficiency of documents, certificates or opinions that we have examined or on the authorization, execution, delivery or validity of the bonds or the exclusion from gross income for federal income tax purposes, or the exemption from State of California personal income taxes, of interest with respect to the Bonds. Further, we have assumed, but not independently verified, that the signatures on all documents, certificates and opinions that we have reviewed are genuine.

Because the primary purpose of our professional engagement was not to establish factual matters, and because of the wholly or partially non legal character of many determinations involved in the preparation of the Official Statement dated September __, 2009, relating to the Notes (the “Official Statement”), we are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of any of the statements contained in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as disclosure counsel during the course of the preparation of the Official Statement, we participated in conferences with Authority officials, including general counsel to the Authority, representatives of and counsel to the Underwriters, the Authority’s financial advisor and bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in such conferences, and in reliance thereon and on the certificates, opinions and other

documents we have reviewed, we advise you that no information has come to our attention which would cause us to believe that the Official Statement, as of its date and as of the date hereof (except for any financial, demographic or statistical data or forecasts contained in the Official Statement and the Appendices to the Official Statement, as to which we express no opinion or view) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

This opinion is furnished by us solely for your benefit with respect to the issuance and sale of the Bonds, upon the understanding, as we have advised you, and as you have agreed, that we are not hereby assuming any professional responsibility to any other person whatsoever. Our opinion herein is not to be used, circulated, quoted or otherwise referred to for any other purpose without our express written permission.

Respectfully submitted,

Nossaman LLP