(Local Currency—Single Jurisdiction)

ISDA®
International Swap Dealers Association, Inc.

U.S. MUNICIPAL COUNTERPARTY SCHEDULE
to the
Master Agreement
dated as of November 22, 2005

Between BANK OF AMERICA, N.A. and SAN DIEGO COUNTY REGIONAL TRANSPORTATION COMMISSION
("Party A")

("Party B")

PART 1: Termination Provisions

(a) "Specified Entity" means in relation to Party A for the purpose of:-

Section 5(a)(v) (Default under Specified Transaction), none;

Section 5(a)(vi) (Cross Default), none;

Section 5(a)(vii) (Bankruptcy), none; and

Section 5(b)(ii) (Credit Event Upon Merger), none;

in relation to Party B for the purpose of:-

Section 5(a)(v) (Default under Specified Transaction) none;

Section 5(a)(vi) (Cross Default), none;

Section 5(a)(vii) (Bankruptcy), none; and

Section 5(b)(ii) (Credit Event Upon Merger), none.

(b) "Specified Transaction" will have the meaning specified in Section 12.

(c) The "Cross-Default" provisions of Section 5(a)(vi) (as amended in Part 5(f)) will apply to Party A and will apply to Party B.

In connection therewith:
With respect to Party A, "Specified Indebtedness" will have the meaning specified in Section 12, except that such term shall not include obligations in respect of deposits received in the ordinary course of a party’s banking business. With respect to Party B, "Specified Indebtedness" will mean any indebtedness under the Covered Indenture.

"Threshold Amount" means, with respect to Party A, an amount equal to two percent (2%) of the Shareholders’ Equity of Bank of America Corporation and, with respect to Party B, $10,000,000.

"Shareholders’ Equity" means, with respect to Party A, at any time, the sum (as shown in its most recent annual audited financial statements) of (i) its capital stock (including preferred stock) outstanding, taken at par value, (ii) its capital surplus and (iii) its retained earnings, minus (iv) treasury stock, each to be determined in accordance with generally accepted accounting principles.

(d) The "Credit Event Upon Merger" provisions of Section 5(b)(ii) will apply to Party A will apply to Party B.

(e) The "Automatic Early Termination" provision of Section 6(a) will not apply to Party A will not apply to Party B.

(f) Payments on Early Termination. For the purpose of Section 6(e):

(i) Market Quotation will apply.

(ii) The Second Method will apply.

(g) Additional Termination Event will apply. The following events shall constitute Additional Termination Events hereunder:

(i) A Ratings Event occurs with respect to Party B, and Party B fails, within thirty (30) General Business Days of such Ratings Event, to assign this Agreement and all Transactions hereunder to a third party reasonably satisfactory to Party A. For purposes of this Termination Event, "Ratings Event" means that (i) the unenhanced ratings (without regard to any third party credit enhancement) on the senior lien bonds is lower than "Baa2" by Moody’s Investor Services, Inc. or any successor thereto ("Moody’s"), or "BBB" by Standard and Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc. or any successor thereto ("S&P"), or (ii) either such rating is withdrawn (other than as a result of the final maturity of all of the senior lien bonds) or suspended. "General Business Days" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the City of New York. Party B shall be the sole Affected Party with respect to this Additional Termination Event.

(ii) A Ratings Event occurs with respect to Party A, and Party A fails, within thirty (30) General Business Days of such Ratings Event, to assign this Agreement and all Transactions hereunder to a third party reasonably satisfactory to Party B. For
purposes of this Termination Event, "Ratings Event" means that (i) the unenhanced ratings (without regard to any third party credit enhancement) of its long-term certificates of deposit are lower than "Baa2" by Moody's, or "BBB" by S&P, or (ii) either such rating is withdrawn or suspended. Party A shall be the sole Affected Party with respect to this Additional Termination Event.

(h) **Events of Default.**

(i) **Bankruptcy.** Clause (6) of Section 5(a)(vii) of this Agreement is hereby amended to read in its entirety as follows:

"(6)(A) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets or (B) in the case of a Government Entity, any Credit Support Provider of such Government Entity or any applicable Specified Entity of such Government Entity, (I) there shall be appointed or designated with respect to it, an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or (II) there shall be declared by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it;".

(ii) **Merger Without Assumption.** Section 5(a)(viii) of this Agreement is hereby amended to read in its entirety as follows:

"(viii) **Merger Without Assumption.** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity (or, without limiting the foregoing, if such party is a Government Entity, an entity such as an organization, board, commission, authority, agency or body succeeds to the principal functions of, or powers and duties granted to, such party or any Credit Support Provider of such party) and, at the time of such consolidation, amalgamation, merger, transfer or succession:

(1) the resulting, surviving, transferee or successor entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving, transferee or successor entity of its obligations under this Agreement."

(i) **Termination Events.** Section 5(b)(ii) of this Agreement is hereby amended to read in its entirety as follows:

"(ii) **Credit Event Upon Merger.** If "Credit Event Upon Merger" is specified in the Schedule as applying to the party, such party ("X"), any Credit Support Provider of X or any applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity (or, without limiting the foregoing, if X is a
Government Entity, an entity such as an organization, board, commission, authority, agency or body succeeds to the principal functions of, or powers and duties granted to, X, any Credit Support Provider of X or any Specified Entity of X) and such action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the resulting, surviving, transferee or successor entity is materially weaker than that of X, such Credit Support Provider or such Specified Entity, as the case may be, immediately prior to such action (and, in such event, X or its successor or transferee, as appropriate, will be the sole Affected Party); provided, however, that the term "materially weaker" as used therein shall mean, (i) with respect to Party A, if the outstanding unsecured unsubordinated debt, long-term deposits or certificates of deposit of Party A cease to be rated at least Baa2 by Moody's, BBB by S&P, or BBB by Fitch and (ii) with respect to Party B, if the senior lien bonds of Party B ceases to be rated at least Baa2 by Moody's, BBB by S&P, or BBB by Fitch; or".

**PART 2: Agreement to Deliver Documents**

For the purpose of Section 4(a) of this Agreement, each party agrees to deliver the following documents:

<table>
<thead>
<tr>
<th>Party required to deliver document</th>
<th>Form/Document/Certificate</th>
<th>Date by which to be delivered</th>
<th>Covered by Section 3(d) Representation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party B</td>
<td>Audited financial statements of Party B containing audited, consolidated financial statements certified by independent certified public accountants and prepared in accordance with generally accepted accounting principles in the country in which such party is organized</td>
<td>As soon as available and in any event within 180 days after the end of each fiscal year of Party B</td>
<td>Yes</td>
</tr>
<tr>
<td>Party A</td>
<td>Annual Report of Bank of America Corporation containing audited, consolidated financial statements certified by independent certified public accountants and prepared in accordance with generally accepted accounting principles in the country in which such party is organized</td>
<td>To be made available on <a href="http://www.bankofamerica.com/investor/">www.bankofamerica.com/investor/</a> as soon as available and in any event within 120 days after the end of each fiscal year of Party A</td>
<td>Yes</td>
</tr>
<tr>
<td>Party A</td>
<td>Credit Support Document(s)</td>
<td>Upon execution and delivery of this Agreement</td>
<td>No</td>
</tr>
<tr>
<td>Party required to deliver document</td>
<td>Form/Document/Certificate</td>
<td>Date by which to be delivered</td>
<td>Covered by Section 3(d) Representation</td>
</tr>
<tr>
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</tr>
<tr>
<td>Party B</td>
<td>Opinion of Counsel satisfactory to Party A substantially in the form of Exhibit I hereto</td>
<td>Upon execution and delivery of this Agreement and each Transaction confirmed hereunder</td>
<td>No</td>
</tr>
<tr>
<td>Party A</td>
<td>Opinion of Counsel satisfactory to Party B substantially in the form of Exhibit II hereto</td>
<td>Upon execution and delivery of this Agreement and each Transaction confirmed hereunder</td>
<td>No</td>
</tr>
<tr>
<td>Party A and Party B</td>
<td>Certified copies of all corporate authorizations and any other documents with respect to the execution, delivery and performance of this Agreement and any Credit Support Document, as applicable</td>
<td>Upon execution and delivery of this Agreement</td>
<td>Yes</td>
</tr>
<tr>
<td>Party A and Party B</td>
<td>Certificate of incumbency and/or specimen signatures of individuals executing this Agreement and any Credit Support Document</td>
<td>Upon execution and delivery of this Agreement and thereafter upon request of the other party</td>
<td>Yes</td>
</tr>
<tr>
<td>Party B</td>
<td>Executed copy of the Covered Indenture</td>
<td>Upon execution and delivery of this Agreement</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**PART 3: Miscellaneous**

(a) *Address for Notices.* For the purpose of Section 10(a) of this Agreement:-

Address for notice or communications to Party A:

Bank of America, N.A.  
Sears Tower  
233 South Wacker Drive, Suite 2800  
Chicago, IL 60606  
Attention: Swap Operations  
Telephone No.: 312-234-2732  
Facsimile No.: 312-234-3603
with a copy to:

Bank of America, N.A.
100 N. Tryon St., NC1-007-13-01
Charlotte, North Carolina 28255
Attention: Capital Markets Documentation
Facsimile No.: 704-386-4113

Address for financial statements to Party A:

Bank of America, N.A.
Mail Code: CA9-193-13-17
333 S. Hope St.
Los Angeles, CA 90071-1406
Attention: Michael C. Jones, Senior Vice President

Address for notice or communications to Party B:

San Diego County Regional Transportation Commission
401 B Street, Suite 800
San Diego, California 92101
Attention: Director of Finance
Telephone: (619) 699-1940
Fax: (619) 699-4890

(b) **Calculation Agent.** The Calculation Agent is Party A, provided, that if an Event of Default with respect to Party A as the Defaulting Party has occurred and is continuing, the Calculation Agent shall be a Reference Market-maker selected by Party B.

(c) **Credit Support Document.** Details of any Credit Support Document:

Each of the following, as amended, supplemented, modified, renewed, replaced, consolidated, substituted or extended from time to time, is a “Credit Support Document”:

In relation to Party B, the Covered Indenture. In relation to Party A, the ISDA Credit Support Annex in the form annexed hereto and made a part hereof.

(d) **Credit Support Provider.**

Credit Support Provider means in relation to Party A: Not applicable.

Credit Support Provider means in relation to Party B: Not applicable.

(e) **Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of the State of New York without reference to its conflict of laws doctrine. Notwithstanding the foregoing, the parties agree that matters relating to the powers, authority and capacity of Party B to enter into the Agreement or any Transaction shall be governed by and construed in accordance with the laws of the State of California.
(f) **Netting of Payments.** Subparagraph (ii) of Section 2(c) shall not apply to any Transactions; however, if the parties otherwise so agree, then subparagraph (ii) of Section 2(c) shall apply.

(g) "**Affiliate**" will have the meaning specified in Section 12 of this Agreement.

(h) "**Bonds**" means any bonds of Party B issued pursuant to the Covered Indenture.

(i) "**Covered Indenture**" means the Amended and Restated Subordinate Indenture, dated as of November 1, 2005 between Party B and U.S. Bank National Association as Trustee, as amended and supplemented prior to the date hereof in accordance with the terms thereof and as amended and supplemented following the date hereof in accordance with the terms hereof and thereof.

(l) "**Covered Indenture Incorporation Date**" means the date hereof.

(m) "**Government Entity**" means Party B.

**PART 4: Municipal Counterparty Provisions**

(a) **Obligations.** Section 2(a)(iii) of this Agreement is hereby amended to read in its entirety as follows:

"(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default, Potential Event of Default or Incipient Illegality with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement."

(b) **Representations.**

(i) The introductory clause of Section 3 of this Agreement is hereby amended to read in its entirety as follows:

"Each party represents to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into and, in the case of the representations in Section 3(a) and 3(e), at all times until the termination of this Agreement) that:"

(ii) Section 3(a)(ii) of this Agreement is hereby amended to read in its entirety as follows:

"(ii) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action and made all necessary determinations and findings to authorize such execution, delivery and performance;"."
(iii) Section 3(b) of this Agreement is hereby amended to read in its entirety as follows:

"(b) Absence of Certain Events. No Event of Default or Potential Event of Default or, to its knowledge, Incipient Illegality (in the case of a Government Entity) or Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party."

(iv) Section 3 of this Agreement is hereby amended by adding the following subsection "(e)" thereto, which subsection shall only apply to the Government Entity:

"(e) Non-Speculation. This Agreement has been, and each Transaction hereunder will be (and, if applicable, has been), entered into for purposes of managing its borrowings and not for purposes of speculation."

(v) Section 3 of this Agreement is hereby amended by adding the following subsection "(f)" thereto:

"(f) Party B is subject to the filing claims, service of process and to suit for damages in connection with its obligations under this Agreement and each Transaction pursuant to and in accordance with the laws of the State of California (the "State") applicable to Party B, including but not limited to Part 3 of Division 3.6 of Title 1 of the Government Code of the State and Section 132201 of the Public Utilities Code of the State. Party B is a "local public entity" as defined in Section 900.4 of the Government Code of the State.

(c) Agreements.

(i) The introductory clause of Section 4 of this Agreement is hereby amended to read in its entirety as follows:

"Each party agrees with the other (or, in the case of Section 4(d) and (e), the Government Entity agrees with the other party) that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:"

(ii) Section 4 of this Agreement is hereby amended by adding the following subsections "(d)" and "(e)" thereto:

"(d) Compliance with Covered Indenture. The Government Entity will observe, perform and fulfill each provision in the Covered Indenture which materially affects Party A applicable to such Government Entity in effect on the Covered Indenture Incorporation Date, as any of those provisions may be amended, supplemented or modified for purposes of this Agreement with the prior written consent of the other party hereto (the "Incorporated Provisions"), with the effect that such other party hereto will have the benefit of each of the Incorporated Provisions (including without limitation, covenants, right to consent to certain actions subject to consent under the Covered Indenture and delivery of financial statements and other notices and information). In the event the Covered Indenture ceases to be in effect prior to the termination of this Agreement, the Incorporated Provisions (other than those provisions requiring payments in respect of bonds, notes, warrants or other similar instruments issued under the
Covered Indenture) will remain in full force and effect for purposes of this Agreement as though set forth herein until such date on which all of the obligations of the Government Entity under this Agreement and any obligations of the Government Entity or any Credit Support Provider of the Government Entity under a Credit Support Document have been fully satisfied. The Incorporated Provisions are hereby incorporated by reference and made a part of this Agreement to the same extent as if such provisions were set forth herein. For purposes of this Agreement, the Incorporated Provisions shall be construed as though (i) all references therein to any party making loans, extensions of credit or financial accommodations thereunder or commitments therefor (the "Financings") were to the other party hereto and (ii) to the extent that such Incorporated Provisions are conditioned on or relate to the existence of such Financings or the Government Entity having any obligations in connection therewith, all references to such Financings or obligations were to the obligations of the Government Entity under this Agreement. Any amendment, supplement, modification or waiver of any of the Incorporated Provisions which would materially and adversely affect the rights or obligations of Party A without the prior written consent of the other party hereto shall have no force and effect with respect to this Agreement. Any such amendment, supplement or modification for which such consent is obtained shall be part of the Incorporated Provisions for purposes of this Agreement.

(e) **Notice of Incipient Illegality.** If an Incipient Illegality occurs, the Government Entity will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Incipient Illegality and will also give such other information about that Incipient Illegality as the other party may reasonably require."

(d) **Jurisdiction.** Section 11(b) of this Agreement is hereby amended to read in its entirety as follows:

"(b) **Jurisdiction.** With respect to any suit, action or proceedings relating to this Agreement ('Proceedings'), each party irrevocably:

(i) submits, to the fullest extent permitted by applicable law, to the non-exclusive jurisdiction of each of the courts of the State of New York, the United States District Court located in the Borough of Manhattan in New York City, the courts of the State of California and the United States District Court, Southern District of California; and

(ii) waives, to the fullest extent permitted by applicable law, (1) any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, (2) any claim that such Proceedings have been brought in an inconvenient forum and (3) the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

(iii) agrees that neither party shall bring Proceedings in any other jurisdiction."

(e) **Definitions.** Section 12 of this Agreement is hereby amended to add the following definitions in their appropriate alphabetical order:

"'Covered Indenture' has the meaning specified in the Schedule."
"'Covered Indenture Incorporation Date' has the meaning specified in the Schedule."

"'Government Entity' has the meaning specified in the Schedule."

"'Incipient Illegality' means the enactment into law by any legislative body with competent jurisdiction over the Government Entity of legislation which renders unlawful (i) the performance by such government entity of any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of a Transaction or the compliance by such Government Entity with any other material provision of this Agreement relating to such Transaction or (ii) the performance by the Government Entity or a Credit Support Provider of such Government Entity of any contingent or other obligation which the government entity (or such Credit Support Provider) has under any Credit Support Document relating to such Transaction."

**PART 5: Other Provisions**

(a) **Delivery of Confirmations.** For each Transaction entered into hereunder, Party A shall promptly send to Party B a Confirmation via facsimile transmission. Party B agrees to respond to such Confirmation within two (2) Local Business Days, either confirming agreement thereto or requesting a correction of any error(s) contained therein. Failure by Party A to send a Confirmation or of Party B to respond within such period shall not affect the validity or enforceability of such Transaction. Absent manifest error, there shall be a presumption that the terms contained in such Confirmation are the terms of the Transaction.

(b) **Bankruptcy.** Section 5(a)(vii)(3) of this Agreement is hereby amended by the substitution of the following therefor:

"(3) sends a notice convening a meeting to propose a voluntary arrangement of creditors, or any class thereof, or makes a general assignment, arrangement or composition with or for the benefit of its creditors, or any class thereof;"

(c) **Notice by Facsimile Transmission.** Section 10(a) is hereby amended by deleting the parenthetical "(except that a notice or other communication under Section 5 or 6 may not be given by facsimile transmission or electronic messaging system)".

(d) **Recording of Conversations.** Each party to this Agreement acknowledges and agrees to the tape recording of conversations between trading and marketing personnel of the parties to this Agreement whether by one or other or both of the parties or their agents, and that any such tape recordings may be submitted in evidence in any proceedings relating to the Agreement.

(e) **Cross Default.** Section 5(a)(vi) of this Agreement is hereby amended by the following:

(i) with respect to any Specified Indebtedness that is not capable of being declared due and payable as a result of the occurrence or existence of a default, event of default or other similar condition or event (however described) under the agreement or instrument relating to such Specified Indebtedness, the words "which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments, before it would otherwise have been due and payable" shall be deleted from clause (1) of such Section.
5(a)(vi) and the words “and the bondholders or trustee are permitted to exercise any remedies under the agreements and instruments” shall be added in its place.

(ii) adding the following after the semicolon at the end thereof: "provided, however, that notwithstanding the foregoing (but subject to any provision to the contrary contained in any such agreement or instrument), an Event of Default shall not occur under either (1) or (2) above if the default, event of default or other similar condition or event referred to in (1) or the failure to pay referred to in (2) is caused not (even in part) by the unavailability of funds but is caused solely due to a technical or administrative error which has been remedied within three Local Business Days after notice of such failure is given to the party."

(f) Section 3(a) of this Agreement is amended by (i) deleting the word "and" at the end of clause (iv); (ii) deleting the period at the end of clause (v) and inserting therein "; and " ; and (iii) by inserting the following additional representation:

“(vi) Eligible Contract Participant. Each party represents to the other party (which representation will be deemed to be repeated by each party on each date on which a Transaction is entered into) that it is an "eligible contract participant" as defined in Section 1a(12) of the U.S. Commodity Exchange Act, 7 U.S.C. Section 1a(12).”

(g) Additional Representations. Section 3 is revised so as to add the following subsection (g) at the end thereof:

“(g) Relationship Between Parties. Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

(i) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction 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 that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. 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 that Transaction.

(ii) 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 that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

(iii) Status of Parties. The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.”

(h) Agreement to Arbitrate. (i) General. In the event the waiver in Part 5(i) herein is not permitted by applicable law, any claim, counterclaim, demand, cause of action, dispute, and controversy arising out of or relating to this Agreement or the relationship established by this Agreement, any provision hereof, the alleged breach thereof, or in any way relating to the subject matter of this Agreement, involving the parties and/or their respective representatives (collectively the
"Claims"), even though some or all of such Claims allegedly are extra-contractual in nature, whether such Claims sound in contract, tort, or otherwise, at law or in equity, under state or federal law, whether provided by statute or the common law, for damages or any other relief, shall be resolved by binding arbitration.

(ii) **Conduct Of The Arbitration, And Authority Of The Arbitrators.** Arbitration shall be governed by the Federal Arbitration Act and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"). The validity, construction, and interpretation of this agreement to arbitrate, and all procedural aspects of the arbitration conducted pursuant hereto shall be decided by the arbitrators. In deciding the substance of the parties' Claims, the arbitrators shall refer to the Governing Law. It is agreed that the arbitrators shall have no authority to award treble, exemplary or punitive damages of any type under any circumstances whether or not such damages may be available under state or federal law, or under the Federal Arbitration Act, or under the AAA Rules, the parties hereby waiving their right, if any, to recover any such damages.

(iii) **Forum For The Arbitration And Selection Of Arbitrators.** The arbitration proceeding shall be conducted in the State of California. Within thirty days of the notice of initiation of the arbitration procedure, each party shall select one arbitrator. Within thirty days of such appointment, the two arbitrators shall select a third arbitrator. The third arbitrator shall be an attorney who has over eight years professional experience in over-the-counter derivative products and who has not previously been employed by either party and does not have a direct or indirect interest in either party or the subject matter of the arbitration. If the two arbitrators are unable to agree upon a third arbitrator within the time designated above, then the third arbitrator shall be selected in accordance with R-11 of the AAA Rules, with the American Arbitration Association providing a list of names of individuals from the National Roster who satisfy the criteria set forth in the immediately preceding sentence, upon the expiration of the time designated above for such agreement. While the third arbitrator shall be neutral, the two party-appointed arbitrators are not required to be neutral, and it shall not be grounds for removal of either of the two party-appointed arbitrators or for vacating the arbitrators' award that either of such arbitrators has past or present relationships with the party that appointed such arbitrator.

(i) **Waiver of Right to Trial by Jury.** EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

(j) **USA PATRIOT Act Notice.** Party A hereby notifies Party B that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies Party B, which information includes the name and address of Party B and other information that will allow Party A to identify Party B in accordance with the Act.

(k) **Additional Covenant of Party B.** Party B hereby covenants that it shall not terminate any Transaction hereunder unless it has funds immediately available to pay when due any and all termination payments owed by it upon such termination.

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1 This provision is included as a means of compliance with the notice requirements contained in the regulations under the USA PATRIOT Act.
(l) **Additional Representations of Counterparty.** Counterparty represents, covenants and warrants that it intends to issue the Sales Tax Extension Bonds or expand the principal amount of Notes outstanding and shall make its best efforts to do all things necessary to issue such Bonds or Notes such that on or before April 1, 2008 such Bonds or Notes are outstanding in an aggregate principal amount not less than the notional amount of all outstanding parity swap transactions, including the Transactions, and to make all Regularly Scheduled Payments and all Termination Payments. Counterparty further represents and warrants that it has authorized the issuance of the Bonds in an aggregate amount not to exceed $600,000,000, subject to terms to be approved by the Commission at a later date, and has authorized the Notes in an aggregate principal amount not to exceed $335,000,000 and that after April 1, 2008, it shall maintain outstanding Bonds or Notes in an aggregate principal amount not less than the notional amount of all outstanding parity swap transactions, including the Transactions.

(m) **Security and Source of Payment of Party B’s Obligations.** Prior to the date of issuance of any variable rate Sales Tax Extension Bonds, as security for Party B’s obligation to make regularly scheduled payments to Party A under this Agreement with respect to each Transaction hereunder (the “Parity Amounts”), Party B hereby pledges and grants a lien and charge upon Revenues on a parity with the lien thereon to secure the payment of principal and interest on the Notes and any Parity Debt (as that term is defined in the Covered Indenture), including any Advances or Bank Loans.

On and after the date of issuance of any variable rate Sales Tax Extension Bonds, as security for Party B’s obligations to pay the Parity Amounts, Party B hereby pledges and grants a lien and charge upon Sales Tax Extension Senior Lien Revenues on parity with the lien to be granted thereon to secure the payment of principal and interest on the Sales Tax Extension Bonds. Party B covenants that, upon such issuance of variable rate Sales Tax Extension Bonds, the Parity Amounts shall be payable on a parity with the Sales Tax Extension Bonds.

As security for Party B’s obligation to make payments to Party A upon the early termination of this Agreement with respect to each Transaction hereunder (the “Subordinate Amounts”), Party B hereby pledges to Party A and grants a lien on Revenues, subject to the provisions of the Covered Indenture, on a basis subordinate to the lien thereon to secure the payment of principal and interest on the Notes and any Parity Debt, including any Advances or Bank Loans.

Party B shall not pledge or grant a security interest in the Revenues or the Sales Tax Extension Senior Lien Revenues to secure its obligations under any interest rate swap or other derivative transaction without Party A’s prior written consent unless a parity pledge or security interest is granted to Party A to secure Party B’s obligations under this Agreement.

Party B hereby covenants that it will not, without the prior written consent of Party A, issue any debt payable from any pledge of, lien on or charge upon the Revenues or the Sales Tax Extension Senior Lien Revenues which is superior to or on parity with the obligation of Party B to pay the Subordinate Amounts under this Agreement without first certifying that the requirements of Section 3.03(c) of the Covered Indenture have been met with respect to such debt, treating such debt as Parity Debt for the purposes of the required calculations.

Capitalized terms used in this Part 5(k) and not otherwise defined in this Agreement shall have the meanings ascribed to them in the Covered Indenture.
IN WITNESS WHEREOF, the parties have executed this Schedule by their duly authorized officers as of the date hereof.

BANK OF AMERICA, N.A.  
By: .................................................  
Name: Roger H. Heintzelman  
Title: Senior Vice President

SAN DIEGO COUNTY REGIONAL TRANSPORTATION COMMISSION  
By: .................................................  
Name: Gary L. Gallegos  
Title: Executive Director
IN WITNESS WHEREOF, the parties have executed this Schedule by their duly authorized officers as of the date hereof.

BANK OF AMERICA, N.A.

By: ........................................
   Name:  Roger H. Heintzelman
   Title:  Senior Vice President

SAN DIEGO COUNTY REGIONAL TRANSPORTATION COMMISSION

By: ........................................
   Name:  Gary I. Gallegos
   Title:  Executive Director
Bank of America, N.A.
100 N. Tryon Street
NC1-007-13-01
Charlotte, NC 28255

Re: ISDA Master Agreement and related Schedule and Confirmation, each dated __________, 2005

Ladies and Gentlemen:
We have acted as special counsel to the San Diego County Regional Transportation Commission ("Party B", or the "Commission"), a local transportation authority created pursuant to the provisions of the San Diego County Regional Transportation Commission Act (constitution Chapter 2 of Division 12.7 of the California Public Utilities Code) and Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code, as referenced said San Diego County Regional Transportation Commission Act, in connection with the ISDA Master Agreement, dated as of ____________, 2005 ("Master Agreement"), between Bank of America, N.A. ("Party A", or the "Provider") and the Commission, as supplemented by the Schedule, dated as of ____________, 2005 (the "Schedule") and the confirmation of a transaction entered into on ____________, 2005 between the Provider and the Commission (the "Confirmation"). The Master Agreement, the Schedule and the Confirmation (but not any other documents incorporated or referred to in any thereof) are collectively referred to herein as the "Agreement." All capitalized terms used and not otherwise defined herein have the meaning assigned to such terms in the Agreement.

We understand that the Agreement has been entered into by the Commission pursuant to Resolution No. ____________ adopted by the governing board of the Commission on November 18, 2005 (the "Resolution"), in connection with the issuance or carrying of commercial paper program notes (the "Notes") authorized to be issued by the Commission and bonds of the Commission (the "Bonds") proposed to be issued on or about April 1, 2008. Section 5922 of the California Government Code ("Section 5922"), which authorized the Commission to enter into the Agreement, does so "notwithstanding any other provision of law" and provides that the swap contract may "contain the payment, security, default, remedy, and other terms and conditions, determined by the [Commission]..." It is further our understanding that, in accordance with Section 5922, the Agreement was entered into by the Commission in order to, and based on a determination by its governing body that the Agreement is designed to, reduce the amount or duration of payment, rate, spread or similar risk or result in an overall lower cost of borrowing when used in combination with the Notes and the Bonds, after due consideration for the creditworthiness of the Provider.

The Bonds will be payable from, and secured by, the collections received by the Commission from a one-half percent retail transactions and use tax (the "Sales Tax") imposed by the Commission pursuant to the San Diego Transportation Improvement Program Ordinance and Expenditure Plan adopted on May 28, 2004 (the "2004 Ordinance"). The Sales Tax was approved by more than two-thirds of the voters of the County of San Diego voting on the Sales Tax at a general election held on November 3, 2004. The Sales Tax is an extension of a one-half cent sales tax imposed by the Commission pursuant to the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (the "Sales Tax Extension Ordinance," and, together with the 2004 Ordinance, hereinafter collectively referred to as the "Ordinance") adopted by the governing body of the Commission on July 31, 1987, which was approved by the voters at a general election held on November 3, 1987. Pursuant to the Ordinance, the Sales Tax revenues may be applied to implement the expenditure plan approved by the Ordinance (the "Expenditure Plan") and to pay debt service on bonds (such as the Notes and the Bonds) issued to finance and refinance improvements authorized by the Ordinance. Bonds under the Ordinance means "indebtedness and securities of any kind or class, including but not limited to bonds, notes, bond anticipation notes and commercial paper."

We have reviewed the Ordinance, the Agreement, the Resolution, an opinion of Counsel to the Commission dated the date hereof and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.
The opinions expressed herein are based on an analysis of existing laws, including Section 5922, and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have 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, and we disclaim any obligation to update this letter. 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 Commission. 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 opinion, referred to in the fourth paragraph hereof. Furthermore, we have assumed, without undertaking to verify, compliance with all covenants and agreements contained in the Ordinance, the Agreement and other relevant documents. In addition, we call attention to the fact that the rights and obligations under the Agreement and other relevant documents and their enforceability may be subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles (including without limitation concepts of mutuality, reasonableness, good faith and fair dealing, and the possible unavailability of specific performance or injunctive relief), to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against local transportation authorities in the State of California. We express no opinion with respect to any indemnification, contribution, forfeiture, set-off, late payment charge, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the documents described herein, nor do we express any opinion with respect to the state or quality of title to or interest in any assets described in or as subject to the lien of the Agreement or any incorporated or related document or the accuracy or sufficiency of the description therein of, or the remedies available to enforce liens on, any such property. Further, our opinion with respect to the legal availability of Sales Tax revenues to pay a Settlement Amount payable by the Commission upon the occurrence of an Early Termination Date prior to the issuance of the Bonds or in the event no Bonds are issued or in the event that Notes are not outstanding in a principal amount corresponding to the notional amount of the transaction under the Agreement is set forth below.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the opinion that the Agreement is the valid and binding obligation of the Commission and that the Agreement creates a valid pledge of the Sales Tax revenues to secure the Commission's obligation to make regularly scheduled and Settlement Amount payments under the Agreement.

Under the terms of the Swap Agreement, in certain circumstances, including circumstances that may arise prior to issuance of the Bonds or in the event that no Bonds are issued, the Commission may be required to pay a Settlement Amount to the Provider. In addition to the opinion set forth above, we have been requested by the Commission to provide you with a specific opinion as to the legal availability of Sales Tax revenues to pay a Settlement Amount payable by the Commission upon the occurrence of an Early Termination Date prior to the issuance of the Bonds or in the event that no Bonds are issued or in the event that Notes are not outstanding in a principal amount corresponding to the notional amount of the transaction under the Agreement.
The Ordinance, pursuant to which the Sales Tax is authorized, levied and collected, provides explicitly only for the application of the Sales Tax revenues to implement the Expenditure Plan and the payment of debt service on bonds issued to finance and refinance improvements authorized by the Ordinance. So long as the Commission is intending to issue the Bonds, even if the Bonds have not been issued by the Effective Date, Sales Tax revenues received by the Commission will be legally available to make regularly scheduled payments required to be made by the Commission under the Agreement and once the Bonds have been issued, the Sales Tax revenues will be legally available to make such regularly scheduled payments and to pay any Settlement Amount required to be paid by the Commission, subject to the limitations set forth in the fifth paragraph of this opinion and the terms of the indenture for the Bonds relating to the priority and allocation of Sales Tax revenues. If the Bonds are not issued, however, there would be no borrowing other than the Notes for projects as contemplated by the Ordinance and the Expenditure Plan and, therefore, no or limited direct connection between the use of Sales Tax revenues to pay a Settlement Amount and use of such Sales Tax revenues as explicitly provided for in the Ordinance. Nevertheless, the Notes have been authorized and issued in part and the Bonds have been authorized and are planned to be issued, and the Agreement functions to fix, and is expected to reduce, the interest cost of the Notes and the Bonds. Since use of the Sales Tax revenues has been authorized, such use should not be considered unauthorized years later if the Bonds are not actually issued (much like architectural and design costs for a qualified project should not be considered retroactively unauthorized if later the project is not built). Similarly, in order for any bonds to be issued by the Commission, the Commission must incur a number of preliminary costs (legal fees, financial advisory fees, etc.) that the Commission must pay from what is likely to be its only source of available funds, proceeds of the one half cent sales tax, and authority for payment of which should not be considered to evaporate retroactively if the bonds toward which such expenses were incurred are not issued.

Therefore, while there is no judicial decision or other authority directly on point and no assurance can be given that a court could not or would not hold otherwise, based on and subject to the foregoing, as of the date hereof, we are of the opinion that, if the matter were properly briefed and presented to a court of competent jurisdiction, the court should hold that in the event the Commission is obligated under the terms of the Agreement to pay a Settlement Amount upon the occurrence of an Early Termination Date prior to the issuance of the Bonds or in the event no Bonds are issued or in the event the Notes are not outstanding in a principal amount corresponding to the notional amount of the transactions under the Agreement, the Commission is required to pay such Settlement Amount from Sales Tax revenues, subject to the limitations set forth in the fifth paragraph of this opinion.

This opinion is furnished by us as special counsel to the Commission and is limited to the laws of the State of California and the laws of the United States of America and applies only to the swap transactions established by the Confirmation and not to any other swap or other transactions whether entered into pursuant to the Master Agreement and Schedule or otherwise. No attorney-client relationship has existed or exists between our firm and the Provider (or any related entity) in connection with the Agreement or by virtue of this opinion. This opinion is delivered to the Provider solely for its benefit 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 opinion is not intended to, and may not, be relied upon by the holder of any Bond.

Very truly yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP
[FORM OF OPINION OF INTERNAL COUNSEL TO PARTY B]

Bank of America, N.A.
100 N. Tryon Street
NC1-007-13-01
Charlotte, NC 28255

Re: Master Agreement and Confirmation between the San Diego County Regional Transportation Commission and Goldman Sachs Mitsui Marine Derivative Products, L.P.

Ladies and Gentlemen:
I am counsel to the San Diego County Regional Transportation Commission (the “Commission” or “Party B”) in connection with the execution and delivery by Party B of (1) the ISDA Master Agreement, dated as of __________, 2005, between Bank of America, N.A. (“Party A”) and Party B, including the Schedule attached thereto (the “Master Agreement”) and (2) a Confirmation under the Master Agreement, dated November [30], 2005, relating to an interest rate swap Transaction (the Confirmation and the Master Agreement are collectively referred to herein as the “Agreement”). Capitalized terms used but not otherwise defined herein have the meanings assigned thereto in the Agreement.

The Agreement has been entered into by Party B pursuant to Resolution No. __________ adopted by the governing board of the Commission on November 18, 2005 (the “Resolution”), in connection with the issuance or carrying of the authorized aggregate principal amount of $335,000,000 San Diego County Regional Transportation Commission Subordinate Sales Tax Revenue Commercial Paper Notes (Limited Tax Bonds), Series A, Series B and Series C (the “Notes”) and, when issued the San Diego County Regional Transportation Commission Sales Tax Revenue Bonds (Limited Tax Bonds) (the “Bonds”) proposed to be issued on or about April 1, 2008 in the aggregate principal amount of $600,000,000. The Agreement was entered into by Party B in order to, and based on a determination by its governing body that the Agreement is designed to, reduce the amount or duration of payment, rate, spread or similar risk or result in an overall lower cost of borrowing when used in combination with the Notes and the Bonds, after due consideration for the creditworthiness of Party A. Under the terms of the Agreement, in certain circumstances, including circumstances that may arise prior to issuance of the Bonds or as a result of non-payment of the Bonds or an insufficient amount of Notes having been issued, Party B may be required to pay a Settlement Amount to Party A.

The Bonds will be payable from, and secured by, the collections received by the Commission from a one-half cent retail transactions and use tax (the “Sales Tax”) imposed by the Commission pursuant to the San Diego Transportation Improvement Program Ordinance and Expenditure Plan adopted on May 28, 2004 (the “2004 Ordinance”). The Sales Tax was approved by more than two-thirds of the voters of the County of San Diego voting on the Sales Tax at a general election held on November 3, 2004. The Sales Tax is an extension of a one-half cent sales tax imposed by the Commission pursuant to the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (the “1987 Ordinance,” and, together with the 2004 Ordinance, hereinafter collectively referred to as the “Ordinance”) adopted by the governing body of the Commission on July 31, 1987, which was approved by the voters at a general election held on November 3, 1987. Pursuant to the Ordinance, the Sales Tax revenues may be applied to implement the expenditure plan approved by the Ordinance (the “Expenditure Plan”) and to pay debt service on bonds (such as the Bonds) issued to finance capital expenditures identified in the Expenditure Plan.