

A RESOLUTION

AUTHORIZING AND DIRECTING THE PRESIDENT & CEO TO NEGOTIATE, EXECUTE, AND DELIVER A CONTRACT WITH BOOZ ALLEN HAMILTON, INC. TO PERFORM A STATE-MANDATED PERFORMANCE AUDIT AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT:

WHEREAS, Section 451.454, TEXAS TRANSPORTATION CODE, requires an independent audit of metropolitan transit authorities every four years to review performance and compliance with applicable laws and regulations; and

WHEREAS, METRO issued a Request for Proposals for the performance of the State-mandated audit; and

WHEREAS, the firm of Booz Allen Hamilton, Inc. is most qualified to perform the audit work;

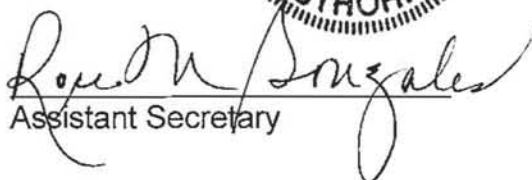
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. The President & CEO is hereby authorized and directed to negotiate, execute, and deliver a contract with Booz Allen Hamilton, Inc. to conduct a performance audit for an amount not to exceed \$225,000.


Section 2. This resolution is effective immediately upon passage.

PASSED this 20th day of November, 2008
APPROVED this 20th day of November, 2008

ATTEST:


Assistant Secretary





David S. Wolff
Chairman

A RESOLUTION
APPROVING AND ADOPTING INVESTMENT POLICIES AND STRATEGIES FOR
FISCAL YEAR 2009; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO
THE SUBJECT.

WHEREAS, the Texas Public Funds Investment Act, Chapter 2256, Texas Government Code, requires political subdivisions such as METRO to annually review and adopt policies with respect to the investment of its funds; and

WHEREAS, by way of Board resolution, METRO previously approved a comprehensive investment policy and strategies designed to provide maximum returns with due consideration to the safety and risk of investments; and

WHEREAS, the Board of Directors has carefully reviewed the current policy and the investment environment, and has determined that the current policy continues to meet the objectives of good fiscal management, safety of principle, sound diversification and optimization of earnings; and

WHEREAS, it is appropriate that METRO approve the investment policies and strategies for fiscal year 2009;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. The Board has reviewed and hereby approves the Investment Policy in the form attached as Exhibit A.

Section 2. The Board hereby authorized the President & Chief Executive Officer, the Investment Officers named in the Investment Policy and any other officers of METRO designated by the President & Chief Executive Officer (each, an "Authorized

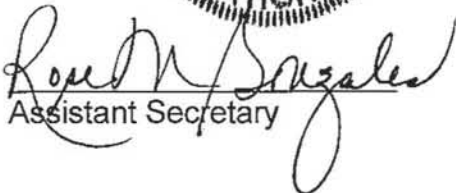
Representative") to execute and deliver, or to cause to be executed and delivered, any documents, instruments and certificates, as any such Authorized Representative, in such person's discretion, may deem necessary, advisable or appropriate to effectuate or carry out the obligations or responsibilities of METRO under the Investment Policy or the purpose and intent of this Resolution, and the taking of any such action shall conclusively evidence the appropriateness or necessity of any such documents, instruments and certificates.

Section 3. The Board hereby authorizes the Authorized Representatives to take all other actions and do all other things, as may be necessary, desirable or appropriate to carry out the obligations or responsibilities of METRO under the Investment Policy of the purpose and intent of this Resolution.


Section 4. This resolution is effective immediately upon passage.



ATTEST:


Assistant Secretary

PASSED this 20th day of November, 2008
APPROVED this 20th day of November, 2008



David S. Wolff
Chairman

A RESOLUTION

APPROVING THE PRICING OF THE SECOND MASTER LEASE FOR THE PURCHASE OF ROLLING STOCK IN SUPPORT OF THE MASTER LEASE PURCHASE FINANCING PROGRAM; AUTHORIZING AND DIRECTING THE PRESIDENT & CEO TO EXECUTE THE RELATED DOCUMENTS; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, pursuant to the authority of Chapter 451, Texas Transportation Code, as amended and Chapter 271, Subchapter A, Texas Local Government Code, as amended, the Metropolitan Transit Authority of Harris County, Texas ("METRO") is authorized to execute, perform and make payments under a contract with any person for the use or the purchase or other acquisition of any personal property, or the financing thereof; and

WHEREAS, the Board of Directors determined that it is in the best interest of METRO to establish a lease/purchase financing program to finance the acquisition of certain equipment, including buses, bus rapid transit vehicles and rail rapid transit vehicles and had approved the program by Board action number 2007-69; and

WHEREAS, METRO has entered into a Master Lease Agreement with a Lessor and multiple Appendices thereto (collectively, the "Lease Agreement") whereby METRO, as Lessee, will make lease payments to the Lessor and the Lessor will lease and sell the equipment to METRO; and

WHEREAS, METRO proceeded with the negotiation and preparation of the necessary financing and offering documents for the Program including preparation of the Master Lease Agreement and such other documents as required for the establishment and implementation of the Program; and

WHEREAS, the underwriters of the program have marketed the program to various investors and have obtained pricing on the Revenue Certificates of Participation;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

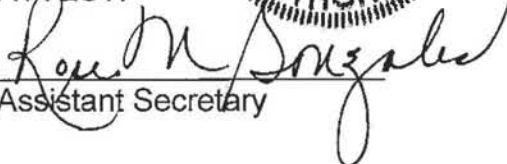
Section 1. The METRO Board of Directors hereby approves the pricing of the Series 2008B Lease Revenue Certificates of Participation.

Section 2. The President & Chief Executive Officer is authorized and directed to execute the necessary documents to fund the Lease Revenue Certificates of Participation.


Section 3. This resolution is effective immediately upon passage.



ATTEST:


Assistant Secretary

PASSED this 20th day of November, 2008
APPROVED this 20th day of November, 2008



David S. Wolff
Chairman

APPENDIX 2

PART 1 (EQUIPMENT SCHEDULE)

Pursuant to that certain Master Lease Purchase Agreement, dated as of June 15, 2008 (the "Master Lease Agreement"), by and between the Metropolitan Transit Authority of Harris County, Texas (the "Authority" or the "Lessee"), as lessee, and First Southwest Leasing Company ("FSW Leasing" or the "Lessor"), as lessor, and Appendix 2 thereto, the Lessor agrees to lease to Lessee and the Lessee agrees to lease from the Lessor the Equipment listed herein on this Part 1 (Equipment Schedule) of such Appendix.

Fifty (50) new MCI 45' hybrid coach buses

Ten (10) new Orion VII coach buses

APPENDIX 2

PART 2 (PAYMENT SCHEDULE)

The Lease Payments shall bear interest at the rates, and be payable on November 1 in each of the years and in the amounts set out in the following schedule:

<u>Lease Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Payment</u>
11/01/2009	\$ 0.00	\$ 2,178,978.47	\$ 2,178,978.47
05/01/2010	0.00	1,218,062.50	1,218,062.50
11/01/2010	2,790,000.00	1,218,062.50	4,008,062.50
05/01/2011	0.00	1,148,312.50	1,148,312.50
11/01/2011	2,975,000.00	1,148,312.50	4,123,312.50
05/01/2012	0.00	1,073,937.50	1,073,937.50
11/01/2012	3,100,000.00	1,073,937.50	4,173,937.50
05/01/2013	0.00	996,437.50	996,437.50
11/01/2013	3,290,000.00	996,437.50	4,286,437.50
05/01/2014	0.00	914,187.50	914,187.50
11/01/2014	3,475,000.00	914,187.50	4,389,187.50
05/01/2015	0.00	827,312.50	827,312.50
11/01/2015	3,630,000.00	827,312.50	4,557,312.50
05/01/2016	0.00	736,562.50	736,562.50
11/01/2016	3,820,000.00	736,562.50	4,556,562.50
05/01/2017	0.00	641,062.50	641,062.50
11/01/2017	4,070,000.00	641,062.50	4,711,062.50
05/01/2018	0.00	534,225.00	534,225.00
11/01/2018	4,265,000.00	534,225.00	4,799,225.00
05/01/2019	0.00	419,603.13	419,603.13
11/01/2019	4,535,000.00	419,603.13	4,954,603.13
05/01/2020	0.00	292,056.25	292,056.25
11/01/2020	4,790,000.00	292,056.25	5,082,056.25
05/01/2021	0.00	151,350.00	151,350.00
11/01/2021	5,045,000.00	151,350.00	5,196,350.00
	<u>\$ 45,785,000.00</u>	<u>\$ 20,085,197.23</u>	<u>\$ 65,870,197.23</u>

APPENDIX 2

PART 3 (DISBURSEMENT REQUEST)

DISBURSEMENT REQUEST

Wells Fargo Bank, N.A.
1021 Main Street Suite 2403
MAC T5017-241
Houston, Texas 77002
Attention: Deirdre Ward
Phone: 713-289-3463
Fax: 713-289-3488
deirdre.h.ward@wellsfargo.com

First Southwest Leasing Company
325 North St. Paul,
Suite 800
Dallas, Texas 75201
Attention: Dana Juergensen
Phone: 214-953-4064
Fax: 214-953-4072
djuergensen@firstsw.com

PAYMENT REQUEST NO.: _____

RE: Appendix 2 to Master Lease Purchase Agreement (together, the "Lease Agreement"), dated as of June 15, 2008, made and entered into by and between the Metropolitan Transit Authority of Harris County, Texas (the "Authority" or the "Lessee"), as lessee, and First Southwest Leasing Company (the "Lessor"), as lessor

Ladies and Gentlemen:

Please refer to the above-described Lease Agreement. Unless otherwise defined herein, all terms having a defined meaning in the Lease Agreement shall have the same meaning when used herein.

1. Lessor is hereby requested to disburse or cause to be disbursed to the person, firm or corporation designated below as "Payee," the sum set forth below such designation, in payment of the cost of those items of the Equipment delivered pursuant to the referenced Lease Agreement.

2. The undersigned hereby certifies that:

(a) This Request for Disbursement is in accordance with the above referenced Lease Agreement and is (check one of the following):

() for payment to the vendor of the Equipment or the items thereof described on Attachment "A" hereto, which items of the Equipment have been accepted as stated in the Acceptance Certificate attached hereto as Attachment "B"; or

() if the Equipment has not been finally accepted; for payment of a progress payment authorized under the Lease Agreement.

(b) The amount to be disbursed on this Request for Disbursement has not formed the basis of a previous request for payment and is due and owing.

(c) The following is a breakdown of the disbursements under the Lease Agreement:

- (1) Aggregate of all disbursements previously requested \$ _____
- (2) Amount of disbursement herein requested \$ _____
- (3) Aggregate of all disbursements including this request \$ _____

3. Attached to this Request for Disbursement are the following (check each item attached) each of which is true and correct in all respects.

- () a copy of the invoice of the vendor;
- () a copy of the title or title application for each item of the Equipment for which a title is issued (title must list Wells Fargo Bank, N.A. as trustee, 1021 Main Street, Suite 2403, MAC T5017-241, Houston, Texas 77002, as lienholder);
- () a copy of any certificate of insurance required under the Lease Agreement.

4. Please disburse the following amount to the following Payee:

Payee: _____

Amount: _____

Address: _____

Wiring Instructions,
if applicable:

Bank Name and Location: _____

ABA Number: _____

Account Number: _____

For Further Credit To: _____

Reference: _____

Contact Information: _____

Invoice

No(s): _____

5. No Event of Default, as such term is defined in the Lease Agreement, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

6. By executing this Request for Disbursement, the Authority reaffirms all representations, warranties, and covenants contained in the Lease Agreement as of the date hereof.

7. The Authority agrees to pay to the Trustee the amounts specified in the Part 2 (Payment Schedule) attached to Appendix 2 to the Lease Agreement at the times and in the manner set forth therein, in payment of the Equipment.

EXECUTED as of _____.

**METROPOLITAN TRANSIT AUTHORITY OF
HARRIS COUNTY, TEXAS**

By: _____
Louise Richman
Vice President/Chief Financial Officer

Attachment "A"

Accepted Equipment

See attached invoices

Attachment "B"

Form of Acceptance Certificate

DATE: _____, 200__

RE: Appendix 2 to Master Lease Purchase Agreement (collectively, the "Lease Agreement"), dated as of June 15, 2008, made and entered into by and between the Metropolitan Transit Authority of Harris County, Texas (the "Authority" or the "Lessee"), as lessee, and First Southwest Leasing Company (the "Lessor"), as lessor

Ladies and Gentlemen:

Please refer to the above-described Lease Agreement. Unless otherwise defined herein, all terms having a defined meaning in the Lease Agreement shall have the same meaning when used herein.

In accordance with the terms of the Lease Agreement, the Authority hereby certifies and represents as follows:

A. The Equipment described on the preceding Attachment A has been delivered and installed at the installation address and such delivery and installation have been completed on or before the date hereof.

B. The Authority has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes effective the date hereof.

C. No Event of Default, as such term is defined in the Lease Agreement, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

D. The Equipment described on the preceding Attachment A is insured in accordance with Section 7.04 of the Lease Agreement pursuant to the policy of the insurance evidenced by the certificate of insurance attached hereto or is insured pursuant to a program of self insurance as required by the Lease Agreement.

E. By executing this Acceptance Certificate, the Authority reaffirms all representations, warranties, and covenants contained in the Lease Agreement as of the date hereof.

Yours truly,

**METROPOLITAN TRANSIT AUTHORITY OF
HARRIS COUNTY, TEXAS**

By: _____
Louise Richman
Vice President/Chief Financial Officer
Chief Financial Officer

APPENDIX 2

PART 4

TERMS OF THE CERTIFICATES

MASTER LEASE PURCHASE AGREEMENT AND APPENDIX 2 RELATING TO LEASE REVENUE CERTIFICATES OF PARTICIPATION, SERIES 2008B

Capitalized terms used herein shall have the meanings assigned to them in the Master Lease Agreement.

1. Equipment. The purchase of the Equipment listed on Part 1 (Equipment Schedule) of Appendix 2, all of which is included in Exhibit A to the Master Lease Agreement, is hereby approved and the payment of the purchase price therefor with the proceeds of the Certificates is hereby acknowledged.

2. Principal Amount, Numbers, Interest Rates and Maturities. The Lease Payments shall be issued in the total authorized principal amount of \$45,785,000. The Lease Payments, principal amounts, principal payment dates and interest rates set out in Part 2 (Payment Schedule) of Appendix 2 are hereby approved.

3. Scheduled Mandatory Prepayment. The Lease Payments maturing on and after ____ are subject to scheduled mandatory prepayment as follows: N/A

4. Optional Prepayment. The Lease Payments maturing on and after November 1, 2019, are subject to optional prepayment, in whole or in part on any date on or after November 1, 2018, at a Prepayment Price of par plus accrued interest.

5. Purchase Price. The sale of the related issue of Certificates is acknowledged at the following price:

PRINCIPAL AMOUNT	\$ 45,785,000.00
Plus Original Issue Premium	1,275,947.95
Less Original Issue Discount	
Less Underwriter's Discount	(241,237.16)
PURCHASE PRICE	\$ 46,819,710.79

6. ____ YES X NO Bond Insurance. The payment of principal of and interest on the Lease Payments, when due, shall be insured by a Municipal Bond Insurance Policy issued by _____, upon the terms and conditions of the commitment attached hereto as Exhibit A.

7. Reserve Fund Requirement and Surety Policy. The Reserve Fund Requirement shall be \$4,706,094.80, calculated in accordance with the indicated method (check one):

_____ 10% of the aggregate principal amount of the Lease Payments under Appendix ____.

X 125% of the average annual debt service requirement under Appendix 2.

_____ Maximum annual debt service requirement under Appendix ____.

_____ Yes X No. The Reserve Fund Requirement shall be satisfied by a Reserve Fund Surety Policy issued by _____, upon the terms and conditions of the commitment attached hereto as Exhibit B. Authorized Officers of the Authority are hereby authorized to execute and deliver a Financial Guaranty Agreement substantially in the form attached hereto as Exhibit C.

APPENDIX 2

PART 5

CERTIFICATE OF LESSEE

I, the undersigned, do hereby certify that I am a duly elected or appointed or authorized officer of the Metropolitan Transit Authority of Harris County, Texas (the "Authority"), that I hold the office set forth below my signature, and that I am hereby executing and delivering this certificate for the benefit of all persons interested in that certain Master Lease Purchase Agreement dated as of June 15, 2008, by and between the Authority, as lessee and First Southwest Leasing Company, as lessor, and Appendix 2 thereto (together, the "Lease Agreement"). The Lease Agreement and all other documents, certificates, or instruments executed or delivered by the Authority in connection therewith are referred to herein collectively as the "Lease Documents". Terms defined in the Lease Agreement are used in this certificate with the same meanings as in the Lease Agreement. I do hereby further certify that:

1. I am familiar with and have personal knowledge of the matters hereinafter stated.
2. The Authority is a political subdivision of the State of Texas.
3. Each person signing the Lease Documents to which the Authority is a party is a duly elected or appointed, qualified, and acting officer of the Authority holding the office set forth below such person's signature, and each such person's signature appearing thereon is true and genuine.
4. To the best of my knowledge (i) the representations and warranties of the Authority in the Lease Agreement are true and correct on and as of the date hereof as though made on and as of the date hereof; (ii) the Authority has complied with all terms on its part to be performed or satisfied by it under the Lease Agreement at or prior to the date hereof; and (iii) the Lease Documents remain in full force and effect and no default or breach, or other event that, with the giving of notice or the passage of time or both, would become a default or breach, has occurred thereunder.
5. Each of the Lease Documents has been duly executed and delivered by or on behalf of the Authority.
6. The Authority has taken all actions necessary to provide for all amounts required to be paid under the Lease Agreement during the Authority's Fiscal Year ending September 30, 2008, and the Authority has or expects to have sufficient lawfully available funds to make such payments as the same become due.
7. To the best of my knowledge, no litigation is pending or threatened in any court to restrain or enjoin the execution or delivery of the Lease Agreement or the payment of the Lease Payments, or in any way contesting or affecting the validity of the Lease Agreement, or contesting the powers of the Authority or contesting the authorization of the Lease Agreement or which, if adversely determined, will have a material, adverse effect on the ability of the Authority to perform its obligations under the Lease Documents.

8. The Equipment will be used by the Authority only for the purpose of performing one or more of its governmental functions consistent with the permissible scope of its authority. No portion of the Equipment will be leased to or operated by any person in connection with a non-governmental trade or business.
9. The Authority will prepare or cause to be prepared and will file or cause to be filed a Form 8038-G in the manner and within the time provided by section 149(e) of the Internal Revenue Code of 1986, as amended.
10. The Authority has reviewed the information relating to the Authority, the Equipment to be purchased by the Authority pursuant to the Lease Agreement, and the Authority's financial statements contained in the offering materials prepared by Lessor and such information was, as of the date of such offering materials, and the date of the Authority's review thereof, true and accurate and such information did not, as of the date of such offering materials and the date of the Authority's review thereof, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

EXECUTED as of _____.

**METROPOLITAN TRANSIT AUTHORITY OF
HARRIS COUNTY, TEXAS**

By: _____
Louise Richman
Vice President/Chief Financial Officer

APPENDIX 2

PART 6

CONTINUING DISCLOSURE CERTIFICATE

I, the undersigned, do hereby certify that I am a duly elected or appointed authorized officer of the Metropolitan Transit Authority of Harris County, Texas (the "Authority") and an Authorized Representative of the Authority under the Master Lease Purchase Agreement dated as of June 15, 2008.

I do hereby further certify as follows:

1. The Authority shall provide annually to each NRMSIR and any SID, within six months after the end of each fiscal year, financial information and operating data with respect to the Authority of the general type included in the final Offering Memorandum, being the information described in the Offering Memorandum in Tables 1 through 4 and Appendix C. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles as the Authority may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the Authority shall provide unaudited financial statements for the applicable fiscal year to each NRMSIR and any SID, and audited financial statements when and if audited financial statements become available.

The filing of such continuing disclosure information with a central post office approved by such purposes by the SEC, for submission to the NRMSIRs and SID (without also separately submitting such filings to the NRMSIRs and SID by some other means) will satisfy the Authority's obligation to file such information with the NRMSIRs and SID.

If the Authority changes its fiscal year, it will notify each NRMSIR and any SID of the change (and of the date of the new fiscal year end) prior to the next date by which the Authority otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

2. The Authority shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Lease Payments, if such event is material within the meaning of the federal securities laws:

- (a) Principal and interest payment delinquencies;
- (b) Non-payment related defaults;
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties;

- (e) Substitution of credit or liquidity providers, or their failure to perform;
- (f) Adverse tax opinions or events affecting the tax-exempt status of the Lease Payments;
- (g) Modifications to rights of owners of Certificates;
- (h) Prepayments;
- (i) Defeasances;
- (j) Release, substitution, or sale of property securing repayment of the Lease Payments; and
- (k) Rating changes.

The Authority shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the Authority to provide financial information or operating data in accordance with this Section by the time required by this Section.

3. The Authority shall be obligated to observe and perform the covenants specified in this Certificate for so long as, but only for so long as, the Authority remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Authority in any event will give the notice required by this Section of any prepayments and defeasance that cause the Authority to be no longer such an "obligated person."

The provisions of this Certificate are for the sole benefit of the Registered Owners and beneficial owners of the Certificates, and nothing in this Certificate, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Certificate and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Certificate or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS CERTIFICATE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Authority in observing or performing its obligations under this Certificate shall constitute a breach of or default under the Trust Agreement for purposes of any other provision thereof.

Nothing in this Certificate is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

The provisions of this Certificate may be amended by the Authority from time to time to adapt the changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority, but only if (1) the provisions of this Certificate, as so amended, would have permitted an underwriter to purchase or sell the Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of the Trust Agreement that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (1)) a person that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Certificates. If the Authority so amends the provisions of this Certificate, it shall include with any amended financial information or operating data next provided in accordance with this Certificate an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Authority may also amend or repeal the provisions of this Certificate if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the Authority also may amend the provisions of this Certificate in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

4. As used in this Certificate, the following terms have the meanings ascribed to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board.

“NRMSIR” means each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“SID” means any person designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.

EXECUTED as of _____.

**METROPOLITAN TRANSIT AUTHORITY OF
HARRIS COUNTY, TEXAS**

By: _____
Louise Richman
Vice President/Chief Financial Officer

APPENDIX 2

PART 7

PROVISIONS RELATING TO CERTIFICATE INSURANCE

N/A

Appendix 2

PART 8

**REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS**

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS,
THE STATE OF TEXAS

§
§
§

REGISTER NO. _____

I HEREBY CERTIFY that this Appendix 2 to the Master Lease Purchase Agreement between the Metropolitan Transit Authority of Harris County, Texas, as lessee, and First Southwest Leasing Company, as lessor, has been examined, certified as to validity and approved by the Attorney General of the State of Texas and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this ____ day of _____.

(SEAL)

Comptroller of Public Accounts of the
State of Texas

A RESOLUTION

AUTHORIZING THE PRESIDENT & CEO OR HIS DESIGNEE THE AUTHORITY TO SIGN A SECOND AMENDMENT TO THE REVOLVING CREDIT AND TERM LOAN AGREEMENT TO REFLECT THE WITHDRAWAL OF DEPFA BANK PLC AS A LIQUIDITY PROVIDER

WHEREAS, the Metropolitan Transit Authority of Harris County, Texas (the "Authority") has, pursuant to Resolution No. 2005-75, previously approved the issuance of its Sales and Use Tax Revenue Commercial Paper Notes, Series A (the "Program" or "Notes"); and

WHEREAS, the Authority has previously entered into a Revolving Credit and Term Loan Agreement (the "Credit Agreement"), dated as of June 15, 2008, as amended, and included as a liquidity provider DEPFA Bank plc, acting through its New York Branch; and

WHEREAS, DEPFA Bank plc has requested that it be allowed to voluntarily withdraw as a party to the Credit Agreement; and

WHEREAS, the owners of the currently outstanding Notes have agreed to the voluntary withdrawal of DEPFA Bank plc as a party to the Credit Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

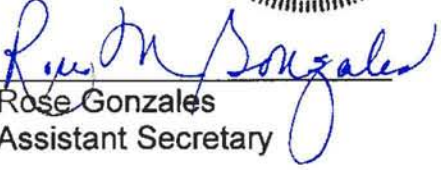
Section 1. The President & CEO or his designee is hereby authorized and directed to sign a second amendment to the revolving credit and term loan agreement to reflect the withdrawal of DEPFA Bank PLC as a liquidity provider.


Section 2. This resolution is effective immediately upon passage.

PASSED this 20th day of November, 2008
APPROVED this 20th day of November, 2008

ATTEST:




Rose Gonzales
Assistant Secretary


David S. Wolff
Chairman of the Board

A RESOLUTION

AUTHORIZING AND DIRECTING THE PRESIDENT & CEO TO NEGOTIATE, EXECUTE AND DELIVER MODIFICATIONS TO SELECTED AGREEMENTS FOR COMMUNITY OUTREACH ACTIVITIES IN SUPPORT OF METRO SOLUTIONS; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT

WHEREAS, by way of Board Resolution 2008-51, METRO assumed the temporary administration of several contracts and subcontracts upon the discontinuation of negotiations with the previously designated Facility Provider; and

WHEREAS, certain contracts and subcontracts temporarily assumed by METRO provided Community Outreach activities in support of METRO Solutions; and

WHEREAS, it is necessary to modify the contracts and subcontracts to increase the maximized authorized expenditures and extend the period of performance;

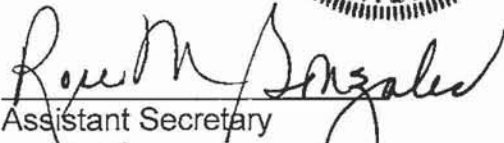
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. The President & CEO is hereby authorized and directed to negotiate, execute and deliver modifications to those certain Community Outreach contracts and subcontracts to extend the period of performance and increase the maximum authorized expenditures by \$1 million for a total amount not to exceed \$2.5 million.

Section 2. This resolution is effective immediately upon passage.



ATTEST:


Assistant Secretary

PASSED this 20th day of November, 2008
APPROVED this 20th day of November, 2008



David S. Wolff
Chairman

A RESOLUTION

AUTHORIZING AND DIRECTING THE PRESIDENT & CEO TO EXECUTE AND DELIVER A MODIFICATION OF THE DESIGN MANAGEMENT AND OTHER PRE-CONSTRUCTION SERVICES CONTRACT WITH GRANITE CONSTRUCTION COMPANY IN FURTHERANCE OF METRO SOLUTIONS AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT

WHEREAS, Chapter 451, Subchapter Q, of the Texas Transportation Code (hereinafter "Subchapter Q") authorizes transit authorities, such as METRO, to use the hybrid delivery system method of procurement for selection of a Facility Provider for the construction of certain large transit projects; and

WHEREAS, by way of Resolution 2007-41, METRO executed a Development agreement with a Facility Provider for Phase 1 deliverables, including preliminary engineering, coordination of professional services and finalization of Project scope, all in preparation for Phase 2 of METRO Solutions ("Project") final design and construction, and other Project elements; and

WHEREAS, in accordance with Subchapter Q, and as provided in the Development Agreement, the Facility Provider assumed oversight and management of major tasks performed by engineers and architects previously selected by METRO; and

WHEREAS, Board Resolution No. 2008-36 authorized the President & CEO to assume and administer subcontracts of the former facility provider, including the subcontract with Granite Construction Company (formerly Houston Transit Partners); and

WHEREAS, Granite Construction Company is willing to continue its oversight and management tasks and other pre-construction activities, in support of the Project; and

WHEREAS, funding for project management and pre-construction services provided by the Facility Provider, pending final agreement for Phase 2 of the Project was approved by this body through board resolution number 2008-15; and

WHEREAS, it is appropriate that METRO continue the professional services to provide for the continuation of services necessary to advance the implementation of the Project; and

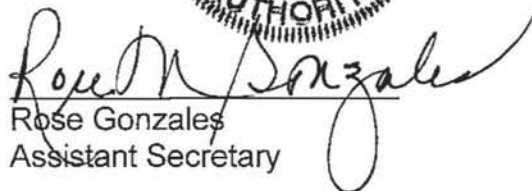
WHEREAS, Granite Construction Company (formerly Houston Transit Partners) has continued to work toward implementation of the Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. The President & CEO is hereby authorized and directed to execute and deliver a modification to the agreement with Granite Construction Company for continued project management and other pre-construction services by increasing the amount of expenditures under the agreement by an additional amount not to exceed \$5 million.

Section 2. This Board Resolution is effective immediately once passed.

ATTEST:


Rose Gonzales
Assistant Secretary



PASSED this 20th day of November, 2008
APPROVED this 20th day of November, 2008



David S. Wolff
Chairman of the Board

A RESOLUTION

DECLARING THE EXISTENCE OF A PUBLIC NECESSITY FOR METRO TO ACQUIRE CERTAIN PROPERTIES AND INTERESTS IN PROPERTIES; DECLARING THAT THE ACQUISITION OF THOSE CERTAIN PROPERTY RIGHTS IS NECESSARY AND PROPER FOR THE CONSTRUCTION, EXTENSION, IMPROVEMENT OR DEVELOPMENT OF METRO'S TRANSIT SYSTEM; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT:

WHEREAS, METRO is proceeding with the development of high capacity transit in the North, Southeast, East End and Uptown travel corridors and the development of station and terminal facilities and support infrastructure at the proposed Intermodal Terminal (collectively, the "Projects"); and

WHEREAS, METRO staff has identified certain properties and interests in properties to be acquired for transit purposes in connection with the construction and operation of the Projects; and

WHEREAS, the Board previously authorized the acquisition of properties and interests in properties along the preferred routes for the North, Southeast, East End and Uptown travel corridors and at the proposed Intermodal Terminal; and

WHEREAS, METRO has endeavored to negotiate and is continuing to negotiate with the owners of such properties in an effort to purchase the necessary property rights, but appears that it may be necessary to exercise METRO's power of eminent domain to acquire certain properties and property interests; and

WHEREAS, a public hearing has been held for the purpose of hearing testimony and receiving evidence regarding the proposed acquisition of the properties described in Attachment A; and

WHEREAS, having heard and considered the comments expressed during the public hearings and having considered the purposes for which the properties and property interests are to be acquired, the Board is of the opinion that there exists a public necessity and it is in the public interest for METRO to acquire the properties described in Attachments A;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. The Board of Directors hereby finds and declares that there exists a public necessity and it is in the public interest for METRO to acquire for transit purposes in connection with the construction and operation of the Projects the fee simple interest in the properties identified in Attachment A and all additional rights associated with such properties, including but not limited to rights of entry for demolition purposes and temporary construction easements, necessary for the construction and operation of such transit system improvements and components.

Section 2. The Board of Directors hereby finds and declares that the acquisition of such properties and property interests is necessary and proper for the construction, extension, improvement or development of METRO's transit system.

Section 3. The President & CEO, along with the legal counsel, is hereby authorized and directed to acquire, by donation, purchase, or exercise of the power of eminent domain, the fee simple interest in the properties identified in Attachment A together with all additional rights associated with such properties, including but not limited to rights of entry

for demolition purposes and temporary construction easements, necessary for the construction and operation of the transit system improvements contemplated in the North, Southeast, East End and Uptown travel corridors and at the proposed Intermodal Terminal.

Section 4. This resolution is effective immediately upon passage.



ATTEST:

Roy M. Gonzalez
Assistant Secretary

PASSED this 20th day of November, 2008
APPROVED this 20th day of November, 2008

David S. Wolff
David S. Wolff
Chairman