PRELIMINARY OFFICIAL STATEMENT DATED __________, 2008

NEW ISSUE—BOOK ENTRY ONLY

RATINGS:
Moody's: "Aa3"
Standard & Poor's: "AA"
Fitch: "AA-"
(See "RATINGS")

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2008F Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Series 2008 F-1 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2008 F-1 Bonds. See "TAX MATTERS."

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BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS
2008 Series F-1

This cover page contains general information only. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bay Area Toll Authority (the "Authority") will issue the 2008 Series F-1Bonds described herein (the "Series 2008 F-1 Bonds") pursuant to a Master Indenture, dated as of May 1, 2001 (as amended and supplemented, including by an Eleventh Supplemental Indenture dated as of July 1, 2008, the "Indenture"), between the Authority and Union Bank of California, N.A., as trustee.

The Authority administers all toll revenues from the following seven toll bridges in the San Francisco Bay area: the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge and the San Mateo-Hayward Bridge. The Authority will pay the Series 2008 F-1 Bonds from "Revenue," which is defined to include the tolls paid by vehicles using the seven bridges and interest earnings on fund balances. The Authority will pay certain operations and maintenance expenses first, defined as "Category B Maintenance Expenditures." The Authority has over $4.3 billion of other bonds outstanding that have a claim on bridge tolls equal to that of the Series 2008 F-1 Bonds. The Authority plans to issue more parity bonds in the future. The Authority covenants in the Indenture that it will set tolls high enough to pay debt service on the Series 2008 F-1 Bonds and all other bonds and obligations secured by toll revenues.

The Authority will use money from the sale of the Series 2008 F-1 Bonds to (i) refund the Authority's San Francisco Bay Area Toll Bridge Revenue Bonds, 2003 Series A and B, 2006 Series D-2 and E-1, and 2007 Series D-1, E-1 and E-2, (ii) pay for capital improvements to some of the seven bridges, (iii) make a cash deposit to the Reserve Fund, (iv) pay swap termination fees and (v) pay the costs of issuing the Series 2008 F-1 Bonds.

The Series 2008 F-1 Bonds will be dated their date of delivery. The series designations, principal amounts, interest rate determination methods, interest payment dates, maturity dates, authorized denominations, liquidity arrangements and other information relating to the Series 2008 F-1 Bonds are summarized in the Summary of Offering on the inside cover page. Investors may purchase Series 2008 F-1 Bonds in book-entry form only.

Series 2008 F-1 Term Bonds are subject to mandatory sinking fund redemption by the Authority prior to maturity as described in this Official Statement. Series 2008 F-1 Bonds also are subject to optional redemption by the Authority prior to maturity as described in this Official Statement.

The Authority is not obligated to pay the Series 2008 F-1 Bonds except from Revenue as defined and provided in the Indenture. The Series 2008 F-1 Bonds are limited obligations of the Authority and do not constitute an obligation of the State, the Metropolitan Transportation Commission or of any other political subdivision of the State other than the Authority, or a pledge of the full faith and credit of the State or of any other political subdivision of the State or of any other entity, including the Authority.

The Series 2008 F-1 Bonds are offered when, as and if issued by the Authority and received by the Underwriters, subject to the approval of validity by Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, and other conditions. Certain legal matters will be passed upon for the Authority by its general counsel, and for the Underwriters by their counsel, Nixon Peabody LLP. The Authority expects that the Series 2008 F-1 Bonds will be available for delivery on or about __________, 2008.

Merrill Lynch & Co.	**Citi**	**JPMorgan**
Lehman Brothers	**Morgan Stanley**	**Stone & Youngberg LLC**

Dated: __________ 29, 2008

* Preliminary, subject to change.

SUMMARY OF OFFERING

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BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS
2008 Series F-1

Maturity Date (April 1)	Principal Amount ($)	Interest Rate (%)	Yield (%)	CUSIP† (Base 072024)
2009				
2010				
2011				
2012				
2013				
2014				
2015				
2016				
2017				
2018				
2019				
2020				
2021				
3022				
2023				
2024				
2025				
2026				
2027				
2028				

$__________ ___% Term Series 2008 F-1 Bonds due April 1, 20__–Yield: ___% CUSIP†: 072024 ___**

$__________ ___% Term Series 2008 F-1 Bonds due April 1, 20__–Yield: ___% CUSIP†: 072024 ___**

* Preliminary, subject to change.

** Priced to first call date of April 1, 2018 at par.

† CUSIP numbers have been assigned by an organization not affiliated with the Authority and are included solely for the reader's convenience. Neither the Authority nor the Underwriters take any responsibility for the accuracy of such numbers.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2008 F-1 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale. The information set forth herein has been provided by the Authority, the State of California Department of Transportation ("Caltrans") and other sources that are believed by the Authority to be reliable. The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement. If given or made, such other information or representations must not be relied upon as having been authorized by the Authority or the Underwriters.

A wide variety of other information concerning the Bridge System and the Seismic Retrofit Program is available from state and local agencies, publications and websites. No such information is a part of or incorporated into this Official Statement.

This Official Statement is not to be construed as a contract with the purchasers of the Series 2008 F-1 Bonds.

This Official Statement speaks only as of its date. The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made in conjunction herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority or other matters described herein since the date hereof. This Official Statement is submitted with respect to the sale of the Series 2008 F-1 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the Authority. Preparation of this Official Statement and its distribution have been duly authorized and approved by the Authority.

All descriptions and summaries of documents and statutes hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each document and statute for complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each such document and statute. Capitalized terms used but not defined herein are defined in APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE–Definitions."

In connection with the offering of the Series 2008 F-1 Bonds, the Underwriters may over-allot or effect transactions that stabilize or maintain the market prices of the Series 2008 F-1 Bonds at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriters may offer and sell the Series 2008 F-1 Bonds to dealers, institutional investors and others at prices lower than the public offering prices stated in the Summary of Offering on the inside cover page and such public offering prices may be changed from time to time by the Underwriters.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Some statements contained in this Official Statement reflect not historical facts but forecasts and "forward-looking statements." In this respect, the words "estimate," "project," "anticipate," expect," "intend," "believe," "plan," "budget," and similar expressions are intended to identify forward-looking statements. Projections, forecasts, assumptions, expressions of opinions, estimates and other forward-looking statements are not to be construed as representations of fact and are qualified in their entirety by the cautionary statements set forth in this Official Statement.

The achievement of results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The Authority does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur or do not occur.

[MAP]

BAY AREA TOLL AUTHORITY

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MEMBERS AND OFFICERS

Voting Members

BILL DODD — Chair	Napa County and Cities
SCOTT HAGGERTY — Vice Chair	Alameda County
TOM AMMIANO	City and County of San Francisco
TOM BATES	Cities of Alameda County
BOB BLANCHARD	Sonoma County and Cities
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STEPHEN KINSEY	Marin County
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JON RUBIN	San Francisco Mayor's appointee
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ADRIENNE TISSIER	San Mateo County
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Non-Voting Members

TOM AZUMBRADO	U.S. Department of Housing and Urban Development
DORENE M. GIACOPINI	U.S. Department of Transportation
BIJAN SARTIPI	State Business, Transportation and Housing Agency

****

STEVE HEMINGER, Executive Director
ANDREW B. FREMIER, Deputy Executive Director
BRIAN MAYHEW, Chief Financial Officer
RODNEY F. MCMILLAN, Director of Bridge Oversight and Operations
FRANCIS F. CHIN, General Counsel

TRUSTEE
Union Bank of California, N.A.
San Francisco, California

BOND COUNSEL
Orrick, Herrington & Sutcliffe LLP
San Francisco, California

FINANCIAL ADVISOR
Public Financial Management Inc.
San Francisco, California

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OFFICIAL STATEMENT

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BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS
2008 SERIES F-1

INTRODUCTION AND PURPOSE OF THE SERIES 2008 F-1 BONDS

This Official Statement, including the cover page and all appendices hereto (the "Official Statement"), provides information concerning the issuance and sale by the Bay Area Toll Authority (the "Authority") of $______________* aggregate principal amount of Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds 2008 Series F-1 (the "Series 2008 F-1 Bonds").

The Authority was created by California statute in 1997 to administer toll revenue collections, as well as the financing of improvement programs, for the following seven state-owned toll bridges in the San Francisco Bay area: the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge and the San Mateo-Hayward Bridge (the "Bridge System"). In 2005, California law was enacted to authorize the Authority to assume responsibility for financing the seismic-retrofit program for the Bridge System.

The Authority will apply the proceeds of the Series 2008 F-1 Bonds to (i) refund the Authority's San Francisco Bay Area Toll Bridge Revenue Bonds, 2003 Series A and B, 2006 Series D-2 and E-1, and 2007 Series D-1, E-1 and E-2 (the "Refunded Bonds"), (ii) pay for capital improvements to some of the seven bridges, (iii) make a cash deposit to the Reserve Fund, (iv) pay swap termination fees and (v) pay costs incurred in connection with the issuance of the Series 2008 F-1 Bonds. See "SUMMARY OF FINANCING PLAN – Estimated Sources and Uses of Funds." The Authority administers all tolls collected on the Bridge System and has pledged those tolls to the payment of the Series 2008 F-1 Bonds and the Authority's parity obligations. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2008 F-1 BONDS."

DESCRIPTION OF THE SERIES 2008 F-1 BONDS

General

The Authority is issuing the Series 2008 F-1 Bonds pursuant to a Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by an Eleventh Supplemental Indenture, dated as of July 1, 2008 (the "Eleventh Supplemental Indenture" and, together with the Master Indenture and prior supplements, the "Indenture"), between the Authority and Union Bank of California, N.A., as trustee (the "Trustee").

The Series 2008 F-1 Bonds will be dated their date of delivery and will mature on the dates and in the principal amounts shown in the Summary of Offering on the inside cover page of this Official Statement. The Series 2008 F-1 Bonds will bear interest on the basis of a 360-day year comprised of twelve 30-day months at the respective rates per annum shown in the Summary of Offering on the inside cover of this Official Statement. Interest on the Series 2008 F-1 Bonds will be payable on April 1 and October 1 of each year commencing on October 1, 2008 and at maturity or upon the prior redemption thereof. The record date for Series 2008 F-1 Bonds will be the fifteenth day (whether or not a Business

* Preliminary, subject to change.

Day) of the month preceding the Interest Payment Date. The Series 2008 F-1 Bonds will be issued in fully registered form in the denominations of $5,000 and any integral multiple thereof.

The Authority will issue the Series 2008 F-1 Bonds in book-entry form only. The Authority will register the Series 2008 F-1 Bonds in the name of a nominee of The Depository Trust Company ("DTC"), which will act as securities depository for the Series 2008 F-1 Bonds. Investors may purchase Series 2008 F-1 Bonds in book-entry form only. Beneficial Owners of the Series 2008 F-1 Bonds will not receive certificates representing their ownership interests in the Series 2008 F-1 Bonds purchased. The Authority will make payments of principal, purchase price and interest on the Series 2008 F-1 Bonds to DTC, and DTC is to distribute such payments to its Direct Participants. Disbursement of such payments to Beneficial Owners of the Series 2008 F-1 Bonds is the responsibility of DTC's Direct and Indirect Participants and not the Authority. See APPENDIX C – "BOOK-ENTRY ONLY SYSTEM."

Redemption Terms of the Series 2008 F-1 Bonds

Optional Redemption. The Series 2008 F-1 Bonds maturing on or before April 1, 2018* are not subject to optional redemption prior to their respective stated maturities. The Series 2008 F-1 Bonds maturing on or after April 1, 2019* are subject to redemption prior to their respective stated maturities, at the option of the Authority, from any source of available funds, as a whole or in part, on any date on or after April 1, 2018*, at a redemption price equal to the principal amount of Series 2008 F-1 Bonds called for redemption, plus accrued interest, if any, to the date fixed for redemption, without premium.

Mandatory Redemption. The Series 2008 F-1 Term Bonds maturing on April 1, 20__ are also subject to mandatory redemption by the Authority prior to their stated maturity, in part, by lot, from Sinking Fund Installments set forth below, on each date a Sinking Fund Installment is due in the principal amount equal to the Sinking Fund Installment due on such date and at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium:

Series 2008 F-1 Bonds Maturing April 1, 20__

Redemption Date (April 1)	*Sinking Fund Installment*

† Final Maturity

* Preliminary, subject to change.

Series 2008 F-1 Bonds Maturing April 1, 20__

Redemption Date (April 1)	*Sinking Fund Installment*

† Final Maturity

Purchase In Lieu of Redemption

In lieu of mandatory redemption, the Authority may surrender to the Trustee for cancellation Series 2008 F-1 Term Bonds purchased by it, and such Series 2008 F-1 Bonds shall be cancelled by the Trustee. If any Series 2008 F-1 Term Bonds are so cancelled, the Authority may designate the Sinking Fund Installments or portions thereof that are to be reduced as a result of such cancellation.

General Redemption Provisions

Selection for Redemption. The Authority will designate which maturities of Series 2008 F-1 Bonds are to be redeemed. If less than all Series 2008 F-1 Bonds maturing on any one date are to be redeemed at any one time, DTC's practice is to determine by lot the amount of the interest of each DTC Direct Participant in the Series to be redeemed. For purposes of such selection, the Series 2008 F-1 Bonds shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately redeemed. In the event of an optional redemption of Series 2008 F-1 Term Bonds, the Authority may designate the Sinking Fund Installments, or portions thereof, that are to be reduced as a result of such redemption.

Notice of Redemption. Each notice of redemption is to be mailed by the Trustee not less than 30 nor more than 60 days prior to the redemption date to DTC. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of Series 2008 F-1 Bonds will be governed by arrangements among them, and the Authority and the Trustee will not have any responsibility or obligation to send a notice of redemption except to DTC. Failure of DTC to receive any notice of redemption or any defect therein will not affect the sufficiency of any proceedings for redemption.

Conditional Notice of Redemption; Rescission. Any notice of optional redemption of the Series 2008 F-1 Bonds may be conditional and if any condition stated in the notice of redemption is not satisfied on or prior to the redemption date, said notice will be of no force and effect and the Authority will not redeem such Series 2008 F-1 Bonds. The Trustee will within a reasonable time thereafter give notice, to the persons and in the manner in which the notice of redemption was given, that such condition or conditions were not met and that the redemption was cancelled.

In addition, the Authority may, at its option, prior to the date fixed for redemption in any notice of redemption, rescind and cancel such notice of redemption by Written Request of the Authority to the Trustee, and the Trustee is to mail notice of such cancellation to DTC.

Any optional redemption of the Series 2008 F-1 Bonds and notice thereof will be rescinded and cancelled if for any reason on the date fixed for redemption moneys are not available in the Redemption Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal and interest due on the Series 2008 F-1 Bonds called for redemption.

Effect of Redemption. Notice of redemption having been duly given pursuant to the Indenture and moneys for payment of the redemption price of, together with interest accrued to the redemption date on, the Series 2008 F-1 Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice the Series 2008 F-1 Bonds (or portions thereof) so called for redemption shall become due and payable at the redemption price specified in such notice, together with interest accrued thereon to the date fixed for redemption. Thereafter, interest on such Series 2008 F-1 Bonds shall cease to accrue, and said Series 2008 F-1 Bonds (or portions thereof) shall cease to be entitled to any benefit or security under the Indenture.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2008 F-1 BONDS

Authority for Issuance

Chapters 4, 4.3 and 4.5 of Division 17 of the California Streets and Highways Code and Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code (collectively, as amended from time to time, the "Act") authorize the Authority to issue revenue bonds, including the Series 2008 F-1 Bonds, to finance the construction, improvement and equipping of the Bridge System and other transportation projects authorized by the Act.

The Series 2008 F-1 Bonds are being issued by the Authority pursuant to the Indenture. For definitions of the capitalized terms used below, see APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

Toll Setting Authority

The Act also authorizes the Authority to increase tolls if required to meet its obligations on any bonds, to satisfy its covenants under any bond resolution or indenture, or to complete the Seismic Retrofit Program (as hereinafter defined). Such toll rate increases are not limited in amount and do not require any legislation or approval by any regulatory agency. See "Toll Rate Covenants" below. The Authority is required to hold a public hearing before adopting a toll schedule increasing the RM Toll (as hereinafter defined), and to hold two public hearings before increasing the Seismic Surcharge (as hereinafter defined).

Statutory Lien on Bridge Toll Revenues

The Act imposes a statutory lien upon all Bridge Toll Revenues in favor of the holders of the Authority's revenue bonds and in favor of any provider of credit enhancement for those bonds. Bridge Toll Revenues include all tolls, including the Seismic Surcharge, and all other income (e.g. penalties for violations) allocated to the Authority pursuant to the Act derived from the Bridge System and not limited or restricted to a specific purpose.

The lien created on the Bridge Toll Revenues is subject to the prior payment of Operations & Maintenance Expenses, consisting of expenditures for toll collection activities and certain other operations and maintenance expenses, on the Bridge System. The Authority is required by the Indenture to set aside at the beginning of each fiscal year, in the Authority's Operations and Maintenance Fund, funds to pay Operations & Maintenance Expenses such that the amount on deposit therein equals two times budgeted Operations & Maintenance Expenses for that year and use those funds solely to pay Operations & Maintenance Expenses. The Authority is not required to so set aside funds if Bridge Toll Revenues are not sufficient to do so at the beginning of any fiscal year. See "THE BRIDGE SYSTEM—Toll Operations and Maintenance" and APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

Pledge of Revenue

All Revenue is pledged to secure the punctual payment of the principal of and interest on all Bonds, Parity Obligations and Reserve Facility Costs (as defined herein). The Authority is first required to pay Operations & Maintenance Expenses. The Indenture provides that this pledge shall constitute a first lien on such amounts, shall be valid and binding from and after the issuance of the Bonds, without any physical delivery or further act and shall be irrevocable until all Bonds and Parity Obligations are no longer outstanding.

"Revenue" primarily includes Bridge Toll Revenues. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

Revenue also includes:

(i) all interest or other income from investment of money in any fund or account of the Authority, including the Operations and Maintenance Fund established pursuant to the Indenture and held by the Authority;

(ii) all amounts on deposit in the funds and accounts established pursuant to the Indenture and held by the Trustee (excluding the Rebate Fund and any fund or account established to hold the proceeds of a drawing on any Credit Support Instrument);

(iii) all interest or other income from investment of money in the funds and accounts established pursuant to the Indenture and held by the Trustee (excluding the Rebate Fund and any fund or account established to hold the proceeds of a drawing on any Credit Support Instrument); and

(iv) all Swap Revenues consisting of amounts paid to the Authority pursuant to any Qualified Swap Agreement or Swap.

Transfers of Revenue

Under the Act, all Bridge Toll Revenues are required to be deposited into the Bay Area Toll Account held by the Authority. Under the Indenture, the Authority is required to transfer to the Trustee, from the Bay Area Toll Account, Revenue sufficient to make payments on all Bonds and Parity Obligations not later than three Business Days prior to their due date.

Upon receipt by the Trustee, all Revenue is required by the Indenture to be deposited by the Trustee in a special fund designated as the "Bond Fund," which the Trustee is required to establish, maintain and hold in trust. All Revenue held in the Bond Fund is to be held, applied, used and withdrawn only as provided in the Indenture. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Funds and Accounts – Establishment and Application of Bond Fund" for information as to the transfer of funds from the Bay Area Toll Account to the Trustee under the Indenture to secure and provide for payment of the Series 2008 F-1 Bonds and other obligations payable from and secured by Revenue.

Pledge by the State

Pursuant to Section 30963 of the Act, the State has pledged and agreed with the holders of the Bonds and those parties who may enter into contracts with the Authority pursuant to the Act that the State will not limit, alter, or restrict the rights vested by the Act in the Authority to finance the toll bridge improvements authorized by the Act. The State has further agreed not to impair the terms of any agreements made with the holders of the Bonds and with parties who may enter into contracts with the Authority pursuant to the Act and has pledged and agreed not to impair the rights or remedies of the holders of any Bonds or any such parties until the Bonds, together with interest, are fully paid and discharged and any contracts are fully performed on the part of the Authority.

Toll Rate Covenants

The Authority covenants in the Indenture that it will at all times establish and maintain tolls on the Bridge System at rates sufficient to pay debt service on all Bonds and Parity Obligations secured by Revenue and to meet Operations & Maintenance Expenses and to otherwise comply with the Act.

The Authority also has covenanted to compute specified coverage ratios on an annual basis within ten Business Days after the beginning of each Fiscal Year and to increase tolls if any of (1), (2) or (3) below is true:

(1) the ratio produced by dividing Net Revenue (as hereinafter defined) by the sum of

(A) Annual Debt Service (See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE"),

(B) MTC Transfers (transfers required to be made to the Metropolitan Transportation Commission for public transit projects, for projects that will help reduce vehicular congestion and improve bridge operations, and for the Authority's cost of administration) (See "THE BRIDGE SYSTEM—Transfers to MTC and Authority Administrative Costs"),

(C) Subordinated Maintenance Expenditures (which are normal highway maintenance expenditures payable from Bridge Toll Revenues, see "THE BRIDGE SYSTEM—Toll Operations and Maintenance") and

(D) payments on Subordinate Obligations (determined using the principles set forth in the definition of Annual Debt Service but excluding payments that are one-time or extraordinary payments, such as termination payments on Qualified Swap Agreements)

for the then current fiscal year, is less than 1.0, *or*

(2) the ratio produced by dividing

(A) the sum of Net Revenue and any funds then on deposit in the Operations and Maintenance Fund by

(B) Fixed Charges (being the sum of Annual Debt Service and MTC Transfers)

for the then current fiscal year, is less than 1.25, *or*

(3) the ratio produced by dividing

(A) Net Revenue by

(B) Annual Debt Service

for the then current fiscal year, is less than 1.20.

For purposes of such calculations, Net Revenue and Subordinated Maintenance Expenditures are determined by reference to the current budget of the Authority.

"Net Revenue" is Revenue less Operations & Maintenance Expenses. "Operations & Maintenance Expenses" are defined to include all expenses related to Caltrans' operation and maintenance of toll facilities on the system bridges, including, but not limited to, toll collection costs, including wages and salaries, maintenance and electrical energy for toll administration buildings and toll booths, the costs of the San Francisco-Oakland Bay Bridge architectural lighting, and the costs of maintenance and operation of the existing Transbay Transit Terminal. Operations & Maintenance Expenses do not include Subordinated Maintenance Expenditures. See APPENDIX B — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

Reserve Fund

A Reserve Fund is established pursuant to the Indenture to be maintained in an amount equal to the Reserve Requirement, for the purpose of paying principal of and interest on the Bonds when due when insufficient moneys for such payment are on deposit in the Principal Account and the Interest Account under the Indenture. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Funds and Accounts – Establishment and Application of the Reserve Fund."

"Reserve Requirement" means, as of any date of calculation, an amount equal to the lesser of: (i) Maximum Annual Debt Service on all Bonds then Outstanding; and (ii) 125% of average Annual Debt Service on all Bonds then Outstanding; provided that with respect to a Series of Variable Rate Bonds for which a fixed rate Swap is not in place, the interest rate thereon for purposes of calculating the Reserve Requirement is to be assumed to be equal to the rate published in The Bond Buyer as the "Bond Buyer Revenue Bond Index" by the most recent date preceding the sale of such Series; and provided, further, that with respect to a Series of Bonds, if the Reserve Fund would have to be increased by an amount greater than 10% of the stated principal amount of such Series (or, if the Series has more than a *de minimis* amount of original issue discount or premium, of the issue price of such Bonds) then the Reserve Requirement is to be such lesser amount as is determined by a deposit of such 10%. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE—Definitions" and APPENDIX H – "PROJECTED DEBT SERVICE SCHEDULE."

The Reserve Requirement is currently satisfied by cash and Permitted Investments, most of which were deposited to replace surety bond policies (the "Reserve Facilities") issued by Ambac Assurance Corporation ("Ambac") and XL Capital Assurance ("XL Capital") following a decline in the credit ratings of Ambac and XL Capital that made such surety bond policies ineligible to satisfy the Reserve Requirement. The Ambac Reserve Facilities continue to be held in the Reserve Fund. Should Ambac's credit rating return to the highest rating category, the Authority will be entitled to release much of the cash and Permitted Investments from the Reserve Fund. The Reserve Requirement will increase upon issuance of the Series 2008 F-1 Bonds to approximately $_____. The required increase in the Reserve Requirement attributable to the issuance of the Series 2008F-1 Bonds will be $_________ and will be satisfied by a cash deposit concurrently with the issuance of the Series 2008F-1 Bonds.

The Trustee is to draw on the Reserve Fund to the extent necessary to fund any deficiency in the Interest Account or the Principal Account. The Trustee is to draw on cash and investments first, before drawing on the Reserve Facilities. Draws on all Reserve Facilities on which there is available coverage are to be made on a pro-rata basis after applying all available cash and investments in the Reserve Fund; provided that if a Reserve Facility is available only with respect to a specified Series of Bonds and not all Bonds, such Reserve Facility will be drawn upon to pay the principal and interest attributable to such Series before cash and investments in the Reserve Fund are applied to fund such deficiency. The Authority is to replenish amounts drawn from the Reserve Fund, and repay any draws under the Reserve Facilities and any Reserve Facility Costs related thereto, solely from Revenues. See "Statutory Lien on Bridge Toll Revenues," "Pledge of Revenue" and "Transfers of Revenue" above. Interest will accrue and be payable on Reserve Facility draws and expenses from the date of payment by the surety provider at the rate specified in the agreement with respect to such Reserve Facility. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Funds and Accounts – Establishment and Application of the Reserve Fund" and "– Funding of the Reserve Fund."

In the event that the rating for a Reserve Facility Provider is withdrawn or reduced by Moody's or S&P to a rate below the requirements specified in the definition of Reserve Facility, as has occurred, the Authority must obtain a substitute or replacement Reserve Facility within sixty (60) days from the date of such reduction or withdrawal to the extent that, in the judgment of the Authority, such a substitute or replacement Reserve Facility is available upon reasonable terms and at a reasonable cost, or the Authority must deposit cash or other Permitted Investments (to the extent the same are available from Revenue), in order to provide that there will be on deposit in the Reserve Fund an amount equal to the Reserve Requirement, as has been done.

Outstanding Bonds and Parity Obligations

The Authority has previously issued Bonds outstanding in the aggregate principal amount of $_____________ as of July 1, 2008, secured on a parity with the Series 2008 F-1 Bonds, and has incurred other obligations secured on a parity with the Series 2008 F-1 Bonds. See APPENDIX G – "PARITY BONDS AND PARITY OBLIGATIONS" and APPENDIX H – "PROJECTED DEBT SERVICE SCHEDULE."

Additional Bonds and Parity Obligations

Additional Bonds (or Parity Obligations) may be issued under the Indenture only if at least one of the following is true immediately following the issuance of such additional Bonds (or Parity Obligations):

(a) the additional Bonds (or Parity Obligations) are issued for refunding purposes to provide funds for the payment of any or all of the following: (1) the principal or redemption price of the Bonds (or Parity Obligations) to be refunded; (2) all expenses incident to the calling, retiring or paying of such Bonds (or Parity Obligations) and the Costs of Issuance of such refunding Bonds (or Parity Obligations); (3) interest on all Bonds (or Parity Obligations) to be refunded to the date such Bonds (or Parity Obligations) will be called for redemption or paid at maturity; and (4) interest on the refunding Bonds (or Parity Obligations) from the date thereof to the date of payment or redemption of the Bonds (or Parity Obligations) to be refunded; or

(b) the governing board of the Authority determines that one of the following is true: (1) the ratio of (A) Net Revenue for the most recent Fiscal Year for which audited financial statements are available to (B) Maximum Annual Debt Service on the Bonds (and Parity Obligations), calculated as of the date of sale of, and including such additional Bonds (or Parity Obligations), will not be less than 1.50:1; or (2) the ratio of (A) Net Revenue projected by the Authority for each of the next three Fiscal Years, including in such projections amounts projected to be received from any adopted toll increase or planned openings of an additional System Bridge, to (B) Maximum Annual Debt Service on the Bonds (and Parity Obligations), calculated as of the date of sale of and including such additional Bonds (or Parity Obligations), will not be less than 1.50:1.

For purposes of the above-described calculation, if additional Bonds and Parity Obligations are issued to finance a Project that includes toll bridge program capital improvements for any bridge newly designated as a System Bridge, projected Net Revenue for such bridge shall be calculated using estimates of Bridge Toll Revenues prepared by a Traffic Consultant unless that bridge has been an operating toll bridge for at least three Fiscal Years prior to such calculation date. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Definitions" and "-Additional Bonds; Subordinate Obligations."

Pursuant to the Indenture, at such time as the Authority determines to issue additional Bonds, the Authority shall, in addition to fulfilling the requirements of the Indenture described above, file with the Trustee (a) a certificate of the Authority stating that no Event of Default specified in the Indenture has occurred and is then continuing; (b) a certificate of the Authority stating that the requirements of the Indenture described under subparagraph (a) or (b) of the second immediately preceding paragraph have been satisfied; (c) if such additional Bonds are being issued based upon compliance with the provisions of the Indenture described in subsection (b)(1) of the second immediately preceding paragraph, a certificate of the Authority stating that nothing has come to the attention of the Authority that would lead the Authority to believe that there has been a material adverse change in the operation of the Bridge System such that Net Revenue for the then current Fiscal Year would be insufficient to meet the debt service coverage requirement described in subsection (b)(1) of the second immediately preceding paragraph; (d) the balance in the Reserve Fund upon receipt of the proceeds of the sale of such Series of Bonds shall be increased, if necessary, to an amount at least equal to the Reserve Requirement with respect to all Bonds Outstanding upon the issuance of such Series of Bonds; and (e) an Opinion of Bond Counsel to the effect that the execution of the Supplemental Indenture creating such Series of Bonds has been duly authorized by the Authority in accordance with the Indenture and that such Series of Bonds, when duly executed by the Authority and authenticated and delivered by the Trustee, will be valid and binding obligations of the Authority.

All of the Authority's toll bridge revenue bonds have been issued under the Indenture. The Authority may decide to issue additional toll bridge revenue bonds under another indenture of trust as Parity Obligations in compliance with the foregoing requirements of the Indenture. The Authority may decide to issue additional toll bridge revenue bonds as Subordinate Obligations as described below.

Standby Bond Purchase Agreements

The Authority has entered into six Standby Bond Purchase Agreements that are intended to provide funds for the purchase of the Authority's variable rate demand bonds that are tendered by the Owners thereof and are not successfully remarketed. Certain of the Authority's obligations under the Standby Bond Purchase Agreements are on parity with the Bonds, including the Series 2008 F-1 Bonds. None of the Standby Bond Purchase Agreements is a source of funds for the payment of Series 2008 F-1 Bonds. See APPENDIX G — "PARITY BONDS AND PARITY OBLIGATIONS — Standby Bond

Purchase Agreements." Some or all of such Standby Bond Purchase Agreements could soon be replaced. See "SUMMARY OF FINANCING PLAN — Other Possible Transactions."

Subordinate Obligations

Except to the extent restricted by the Indenture, the Authority may issue or incur obligations ("Subordinate Obligations") payable out of Revenue on a basis junior and subordinate to the payment of the principal, interest and reserve fund requirements for the Bonds and Parity Obligations, as the same become due and payable and at the times and in the manner as required by the Indenture or as required by the instrument pursuant to which such Parity Obligations were issued or incurred, as applicable. The Authority's Subordinate Obligations currently consist of fees and expenses and any termination payments under the Authority's Qualified Swap Agreements. The Authority has entered into Qualified Swap Agreements with a notional amount of approximately $2.8 billion. See APPENDIX G "PARITY BONDS AND PARITY OBLIGATIONS." The Qualified Swap Agreements may terminate upon the occurrence of certain events. In the event a Swap Agreement is terminated, a termination payment will be payable by either the Authority or the Swap Provider depending on the then current market value of the Swap Agreement. Any such termination payment payable by the Authority could be substantial. Certain termination payments to the Swap Providers under the Swap Agreements are insured pursuant to surety bonds for the Swap Agreements. Further, termination payments are payable on a basis subordinate to the Bonds but may be financed through the issuance of Additional Bonds.

Special Obligations

The Series 2008 F-1 Bonds are special obligations of the Authority payable, as to interest thereon and principal thereof, solely from Revenue as defined and provided in the Indenture and the Authority is not obligated to pay them except from Revenue. The Series 2008 F-1 Bonds do not constitute a debt or liability of the State, the Metropolitan Transportation Commission or any other political subdivision of the State other than the Authority, or a pledge of the full faith and credit of the State or of any political subdivision of the State.

BAY AREA TOLL AUTHORITY

The Authority is a public instrumentality created under the Act, and is authorized under California law to administer all toll revenues from the Bridge System. The governing body of the Authority is comprised of sixteen voting members appointed by public entities in the San Francisco Bay Area (the "Bay Area"), and three non-voting members appointed by State and federal agencies. These nineteen members are comprised of the following: (a) two members each from the City and County of San Francisco and from Alameda, Contra Costa, San Mateo, and Santa Clara Counties, (b) one member each from Marin, Napa, Solano and Sonoma Counties, (c) one representative each appointed by the Association of Bay Area Governments and the San Francisco Bay Conservation and Development Commission, and (d) one representative each, who shall be non-voting members, appointed by the State of California Secretary of the Business, Transportation and Housing Agency, the United States Department of Transportation, and the United States Department of Housing and Urban Development. Each commissioner's term of office is four years or until a successor is appointed. All of the commissioners are scheduled to be subject to re-appointment in February 2011. A list of the current commissioners is included in the forepart of this Official Statement.

The Authority is governed by the same board as that governing the Metropolitan Transportation Commission ("MTC"). MTC is a public agency created in 1970 by the California State Legislature for the purpose of providing regional transportation planning and organization for the nine Bay Area counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma.

The Bay Area Infrastructure Financing Authority or "BAIFA" is a joint exercise of powers authority created by a Joint Exercise of Powers Agreement between the Authority and MTC. In December 2006, BAIFA issued its $972,320,000 State Payment Acceleration Notes ("SPANs"), the net proceeds of which are being used to finance a portion of the Seismic Retrofit Program described later in this Official Statement. The BAIFA SPANs have no claim on and are not payable from toll revenues collected by the Authority.

THE BRIDGE SYSTEM

General

The Bridge System consists of seven bridges described below that link numerous federal and state highways in the nine-county San Francisco Bay Area. The Golden Gate Bridge, which connects San Francisco with Marin County and northern California highways, is neither owned nor operated by the State nor administered by the Authority.

San Francisco-Oakland Bay Bridge. The San Francisco-Oakland Bay Bridge opened to traffic in November 1936 and connects the cities of San Francisco and Oakland and also serves neighboring cities and suburban areas in Alameda, Contra Costa and San Mateo Counties. The San Francisco-Oakland Bay Bridge provides the most direct connection between central San Francisco and the main transcontinental highways in the Bay Area.

The San Francisco-Oakland Bay Bridge has an overall length of approximately 8.5 miles consisting of two major bridge structures and a connecting tunnel on Yerba Buena Island, which is located at the midpoint of the San Francisco-Oakland Bay Bridge. The west span comprises two suspension bridges with a common central anchorage and with a truss span at the San Francisco end; the aggregate length of the western crossing is 10,300 feet. Each suspension bridge has a center span of 2,310 feet between towers, and two 1,160 foot side spans. A 520 foot long tunnel on Yerba Buena Island connects the western crossing to the eastern crossing via a 2,625 foot long reinforced concrete viaduct across the island. The east span consists of a 2,418 foot long steel cantilever truss followed by five 509 foot long steel trusses and 14 additional shorter spans that bring the roadways down to the East Bay shoreline. Caltrans is constructing a replacement for the east span. See "CAPITAL PROJECTS AND FUNDING – Seismic Retrofit Program Capital Projects."

The San Francisco-Oakland Bay Bridge is a double deck structure. Each deck has five traffic lanes with westbound traffic on the upper deck and eastbound traffic on the lower deck. Elevated approaches to the bridge carry through-traffic to and from U.S. Route 101 south of San Francisco without use of local San Francisco streets. At the eastern terminus, approaches connect through-traffic with U.S. Interstate Highways 80, 580 and 880.

Carquinez Bridge. The Carquinez Bridge consists of two parallel spans that cross the Carquinez Strait between Vallejo and Crockett carrying Interstate 80 and links the Bay Area and the Napa Valley. The spans are 28 miles north-east of San Francisco and 65 miles south-west of Sacramento. The eastern span is the older of the two bridges and opened in 1958. The eastern span consists of welded members of high strength steel bolted together and carries four lanes of northbound Interstate 80 traffic. The eastern span is a through-truss superstructure 3,350 feet long with cantilever spans of 1,100 feet. Vertical clearance is 148 feet. The new western span is a suspension bridge with concrete towers and steel orthrotropic steel box girder decks and was opened to traffic in November 2003 and is described under "CAPITAL PROJECTS AND FUNDING – Regional Measure 1 Projects."

Benicia-Martinez Bridge. The Benicia-Martinez Bridge consists of two parallel spans that cross the Carquinez Strait approximately six miles east of the Carquinez Bridge. The bridge provides a direct connection via Interstate 680 from the north bay and Sacramento regions to central and eastern Contra Costa and Alameda and Santa Clara Counties. The bridge corridor is a major interstate route and links U.S. Interstate Highways 80, 680, and 780. The west span, opened to traffic in 1962, is a 6,215 foot-long, deck-truss, with seven 528-foot spans, which provide 138 feet of vertical clearance. The west span was originally designed to carry four lanes of traffic (two in each direction) and was subsequently expanded to carry six lanes (three in each direction) in the early 1990's. With the opening of the new east span on August 25, 2007, the west span currently carries three lanes of southbound traffic only. Funded primarily with Regional Measure 1 toll funds, the new east span carries five lanes of northbound traffic (two more than before) and features a new expanded toll plaza with the Bay Area's first open road tolling (ORT) FasTrak Express Lanes. The new east span is a cast-in-place reinforced concrete structure 8,790 feet long including approaches. The west span will be modified over the next several years to carry four lanes of southbound traffic (one more than currently) and a pedestrian/bicycle lane. See "CAPITAL PROJECTS AND FUNDING—Regional Measure 1 Projects."

San Mateo-Hayward Bridge. The San Mateo-Hayward Bridge is situated approximately 17 miles south of the San Francisco-Oakland Bay Bridge, connecting the City of San Mateo on the San Francisco peninsula with the east shore of the San Francisco Bay in Alameda County, approximately five miles southwest of Hayward. The original bridge was constructed under private ownership and opened to traffic in 1929. In 1951, the San Mateo-Hayward Bridge was purchased from its private owners, and, in 1961, the State Legislature approved construction of a new bridge to replace the original bridge. The replacement bridge was opened to traffic in 1967. The high-level steel section of the current structure is approximately two miles long, provides 135 vertical feet of clearance over the navigation channel and carries six lanes of traffic. See "CAPITAL PROJECTS AND FUNDING—Regional Measure 1 Projects."

Richmond-San Rafael Bridge. The Richmond-San Rafael Bridge opened to traffic in 1956, and provides access via Interstate 580 across the San Francisco Bay from a point about three miles west of the City of Richmond in Contra Costa County to the Marin County shore three miles southeast of the City of San Rafael. The Richmond-San Rafael Bridge is approximately 5½ miles long and of cantilever-truss construction. Its major spans stretch 1,070 feet over dual shipping channels to provide a vertical clearance of 185 feet. As originally constructed, a single three-lane deck was provided for two-way traffic. A lower two-lane deck was constructed later, resulting in a two-deck structure carrying traffic in one direction on each deck.

Dumbarton Bridge. The Dumbarton Bridge is situated approximately 10 miles south of the San Mateo-Hayward Bridge and 27 miles south of the San Francisco-Oakland Bay Bridge. The original Dumbarton Bridge was purchased in 1951 from its private owner. The western end of the structure is five miles northeast of the City of Palo Alto and the eastern end is five miles west of the City of Newark, midway between the Cities of San Jose and Oakland. In 1978, construction began on a new Dumbarton Bridge, which was opened to traffic in 1982. The Dumbarton Bridge is a six-lane reinforced concrete structure that is 1.6 miles long with a pedestrian/bicycle lane. The western approach to the bridge connects State Route 84 to U.S. Route 101 in Palo Alto and Redwood City and the eastern approach connects to Interstate 880 in Alameda County. The channel span, which has a length of 340 feet, provides 85 feet of vertical clearance for the passage of ships. The approach spans on both sides of the San Francisco Bay are composed of pre-stressed lightweight concrete girders that support a lightweight concrete deck. The center spans are twin steel trapezoidal girders that also support a lightweight concrete deck. This bridge is the subject of ongoing seismic vulnerability study and analysis. See "CAPITAL PROJECTS AND FUNDING — Ground Motions and Seismic Design Strategy for the Bridge System — *Antioch Bridge and Dumbarton Bridge*."

Antioch Bridge. Located 25 miles east of the Benicia-Martinez Bridge, the Antioch Bridge is the only northerly highway connection across the San Joaquin River linking east Contra Costa County to the delta communities of Rio Vista and Lodi. In 1978, a 1.6 mile long high-level fixed-span structure replaced the original bridge constructed in 1926. The Antioch Bridge spans the 3,600-foot wide San Joaquin River and extends 4,000 feet onto Sherman Island in Sacramento County to the north and 1,000 feet in Contra Costa County to the south. The Antioch Bridge has a navigational clearance of 135 feet vertically and 400 feet horizontally. Traffic lanes consist of two 12-foot wide lanes for motor vehicles and two shoulders for pedestrians and bicyclists. This bridge is the subject of ongoing seismic vulnerability study and analysis. See "CAPITAL PROJECTS AND FUNDING — Ground Motions and Seismic Design Strategy for the Bridge System — *Antioch Bridge and Dumbarton Bridge*."

Toll Rates

In 1988, voters approved Regional Measure 1 ("RM1") establishing a uniform toll rate of $1.00 for two-axle vehicles using the Bridge System and a uniform toll schedule for all other toll-paying vehicles using the System Bridges. In 2004 voters approved Regional Measure 2 ("RM2") which provided a toll increase of $1.00 to the toll schedule applicable to all toll-paying vehicles (together, the "RM Toll").

Commencing on January 1, 1998, a $1.00 seismic surcharge (the "Seismic Surcharge") was imposed by California law on toll-paying vehicles using the System Bridges to fund part of the cost of the seismic retrofit program for the Bridge System. The Act was amended in 2005 to authorize the Authority to increase the amount of the Seismic Surcharge. In January 2006, the Authority authorized a $1.00 per vehicle increase in the Seismic Surcharge that took effect on January 1, 2007 (with a one-month exemption from such increase for vehicles using the Electronic Toll Collection System ("ETC")). The combination of the RM Toll and the Seismic Surcharge results in a current total toll of $4.00 for two-axle vehicles.

The table below sets forth the toll rates currently in effect on the System Bridges.

BRIDGE SYSTEM TOLL RATES

Number of Axles Per Vehicle	RM Toll	Seismic Surcharge	Total Toll
2 axles	$2.00	$2.00	$ 4.00
3 axles	4.00	2.00	6.00
4 axles	6.25	2.00	8.25
5 axles	9.25	2.00	11.25
6 axles	10.00	2.00	12.00
7 axles or more	11.50	2.00	13.50

Source: The Authority.

Tolls on each of the System Bridges are collected from vehicles going in one direction only. The RM Toll rates are based on the total number of axles on the roadway for a given vehicle. The Seismic Surcharge is a flat charge per toll-paying vehicle irrespective of the number of axles.

Pursuant to Section 30102.5 of the Act, the Authority may grant reduced-rate and toll-free passage on the System Bridges to selected categories of vehicles. Currently such vehicles primarily include commuter buses and vanpool vehicles, car pool vehicles (two-axle vehicles with three, and in some cases two, passengers) and certain low-emission vehicles (subject in each case to restrictions). The Authority's discretion to permit toll-free or reduced rate passage is subject to its obligations to meet its toll rate covenants under the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2008 F-1 BONDS—Toll Rate Covenants." In the fiscal year ended June 30, 2007, authorized toll-free traffic consisted of approximately 9,783,000 vehicles (representing about 7.5% of total traffic).

Toll Collection

Cash toll payments on the Bridge System are collected at toll booths staffed by employees of Caltrans. As of July 1, 2004, the Authority assumed responsibility from Caltrans for processing all toll cash collections, including cash vault and other cash management services such as transport and deposit.

In 2000 Caltrans installed on each Bridge the ETC system, an automated toll collection and accounting system by which tolls may be collected electronically. The ETC process consists of five components: a transponder, which is placed inside the vehicle; an overhead antenna, which reads the transponder and charges the toll to the driver's ETC account; light curtains, which serve to separate vehicles; treadles, which count axles; and video cameras to identify toll evaders. The overhead antenna reads the transponder as the vehicle passes through the toll plaza. The ETC system determines the appropriate toll for the vehicle and automatically deducts that toll from the driver's prepaid account allowing the vehicle to continue without stopping at the toll booth. Drivers have the ability to replenish their ETC account by authorizing automatic charges to a credit card. In March 2008, approximately 64% of peak morning period total toll-paying traffic, 58% of peak afternoon period total toll-paying traffic and 63% of total toll-paying traffic were ETC users. In 2007 open road tolling, which eliminates toll booths for the ETC lanes, commenced on the Benicia-Martinez Bridge. See "THE BRIDGE SYSTEM—General—Benicia-Martinez Bridge."

Pursuant to a cooperative agreement between the Authority and the Golden Gate Bridge, Highway and Transportation District, the Authority provides management oversight of the ETC customer service centers for the Bridge System and for the Golden Gate Bridge. Current ETC customer service center activities include the establishment and maintenance of customer accounts, the issuance of transponders, the processing of payments, the handling of funds, the replenishment of credit card accounts, the issuance of quarterly statements to customers, the delivery and tracking of violation notices, the collection of violation fees, and the operation of a telephone information center and walk-in customer services. As of March 2008, the customer service center manages 755,000 customer accounts. In December 2003, the Authority executed a 5-year contract (with two extension options) with ACS State and Local Solutions, Inc. ("ACS"), a provider of transportation revenue collection, accounting and other services, to operate the existing centers and to develop and operate a consolidated ETC customer service center. The Authority plans to exercise the option to extend the ACS contract for an additional two years.

Motor Vehicle Traffic

During the last three fiscal years total traffic on the Bridge System has declined from 132,010,203 vehicles in the fiscal year ended June 30, 2005, to 130,495,021 vehicles in the fiscal year ended June 30, 2006, and to 129,565,298 vehicles in the fiscal year ended June 30, 2007. The Authority believes that these changes in total traffic may be attributed to, among other factors, ongoing construction, particularly on the west approach, and resulting congestion on and temporary closures of the San Francisco-Oakland Bay Bridge. In addition, a 26-day closure of an adjacent freeway due to a tanker truck accident in April 2007 led to reduced traffic on the San Francisco-Oakland Bay Bridge. Recent observations show decreased traffic on the Interstate 80 corridor that may be attributable to high fuel costs. Also, expansion of electronic toll collection combined with delays in maintenance of the automated toll collection equipment likely contributed to some inaccuracy in traffic counts and, more specifically, increased toll violations and reduced toll-paid vehicle traffic. The Authority believes that many of the problems associated with delayed maintenance have been rectified.

The following table sets forth total toll-paying motor vehicle traffic for fiscal years ended June 30, 1998, through June 30, 2007.

TOTAL TOLL-PAYING MOTOR VEHICLE TRAFFIC
(number of vehicles)

Fiscal Year Ended June 30,	San Francisco-Oakland Bay Bridge	Carquinez Bridge	Benicia-Martinez Bridge	San Mateo-Hayward Bridge	Richmond-San Rafael Bridge	Dumbarton Bridge	Antioch Bridge	Total	Percent Change
1998	44,729,012	18,796,163	16,573,534	13,754,628	10,765,330	9,908,270	1,665,212	116,192,149	-
1999	44,533,697	19,651,975	16,493,049	13,955,433	11,200,739	9,793,520	1,757,864	117,386,277	1.0%
2000	44,855,956	20,461,648	16,813,906	14,409,281	11,841,371	10,399,814	1,909,697	120,691,673	2.8
2001	45,168,355	21,193,743	17,158,684	14,072,286	12,276,754	10,948,299	2,115,873	122,933,994	1.9
2002	45,117,544	21,677,767	17,732,756	13,725,980	12,468,123	10,778,861	2,325,423	123,826,454	0.7
2003	44,995,916	21,823,764	17,794,558	14,342,756	12,513,519	10,223,777	2,354,103	124,048,393	0.2
2004	44,646,387	22,053,941	17,987,638	15,201,496	12,398,819	9,976,620	2,477,631	124,742,532	0.6
2005	43,357,197	21,344,225	17,116,312	14,789,420	11,758,224	9,297,568	2,472,267	120,135,213	(3.7)
2006	41,264,835	20,914,337	17,071,427	15,131,279	11,907,709	9,529,100	2,479,233	118,297,920	(1.5)
2007	40,134,300	20,722,097	16,974,626	14,880,956	11,912,958	9,516,215	2,517,369	116,658,521	(1.4)

Source: Caltrans/The Authority.

The Authority estimates that total traffic count is down slightly less than 1.0% from this time last year, primarily on the San Francisco-Oakland Bay Bridge. The Authority believes that declines in traffic counts for toll-paying traffic shown in the above table in the last three fiscal years are due in part to the factors affecting total traffic that are described in the second paragraph immediately preceding the table and also result from two additional factors: (1) increases in the percentage of total traffic using electronic toll collection lanes (described above under "Toll Collection"); and (2) a change in reporting methodology effective in the fiscal year ended June 30, 2005. Some of the users of automatic toll collection lanes are classified as toll violators. Toll violations have increased as the number of automatic toll collection lanes has increased. Toll violators include drivers that intentionally avoid the payment of tolls or erroneously use an automatic toll collection lane (approximately 3 percent of total traffic in 2007) or whose toll is not collected electronically due to mechanical or processing difficulties. The subsequent recovery of payment from a toll violator is reported by the Authority as Revenue (see "Historical Revenue, Expenditures and Debt Service Coverage" below). The Authority is working to improve both the electronic toll collection process as well as the process for collecting violation revenue through a series of system and process upgrades.

The Authority has made and continues to make modifications to the ETC and toll operating process that are designed to correct toll payment and violation processing errors. These changes include a maintenance contract with ACS to provide maintenance services for the ETC lane equipment and lane, plaza and host software and hardware systems on the System Bridges. ACS's responsibilities include performing scheduled preventive and on-call remedial maintenance and repairs of the ETC system lane equipment (e.g. treadles, light curtains, etc.), and system administration services. In addition, plans for a new violation enforcement system are underway.

Toll Operations and Maintenance

The Authority adopts an annual toll collection operating budget (the "Operating Budget"). The Authority's Operating Budget includes costs for operation and maintenance of the Bridge System, the costs of operation of the ETC system, cash management, toll accounting administration and finance, as well as MTC Transfers and other items.

The Cooperative Agreement between the Authority and Caltrans

Caltrans is responsible for maintaining the Bridge System in good repair and condition, in accordance with standards applicable to all State highways and bridges. Caltrans and BATA are required by the Act to operate the toll collection system under a cooperative agreement.

The Cooperative Agreement, effective as of April 25, 2006 (as it may be amended from time to time, the "Cooperative Agreement"), between the Authority and Caltrans, (1) allocates funding responsibilities for the operation and maintenance of the Bridge System between the Authority and Caltrans, and (2) defines the methodology by which the Authority will establish budget limits on the amount of funding that the Authority will make available to Caltrans for toll collection operations, as well as Category A Maintenance Expenditures and Category B Maintenance Expenditures (as described below). The Cooperative Agreement is scheduled to expire on July 1, 2015.

Category A and Category B Maintenance Expenditures

California Streets and Highways Code Section 188.4 provides that maintenance expenditures on the Bridge System are classified as either Category A Maintenance Expenditures or Category B Maintenance Expenditures.

"Category A Maintenance Expenditures" consist of costs for normal highway maintenance that would be performed by the State according to State procedures if the Bridge System were a toll-free State facility. Category A Maintenance Expenditures include the costs of maintenance of the System Bridges and other structures, roadbeds, pavement, drainage systems, debris removal, landscaping, traffic guidance systems, ice controls, dedicated bridge maintenance stations and maintenance training. Category A Maintenance Expenditures on all System Bridges, except the San Francisco-Oakland Bay Bridge, are payable from Bridge Toll Revenues. Category A Maintenance Expenditures on the San Francisco-Oakland Bay Bridge are payable until Seismic Retrofit Program work is completed from the State Highway Account, an account within the State Transportation Fund where all funds available from any source for expenditure on work within the control of Caltrans are deposited. Upon completion of Seismic Retrofit Program work on the San Francisco-Oakland Bay Bridge, Category A Maintenance Expenditures with respect to that bridge will be payable from Bridge Toll Revenues.

Category A Maintenance Expenditures are Subordinated Maintenance Expenditures as defined in the Indenture. Payment of Category A Maintenance Expenditures is subordinate to the Authority's obligation to pay principal of and interest on the Bonds and Parity Obligations. See "Historical Revenue, Expenditures and Debt Service Coverage" below.

"Category B Maintenance Expenditures" include all expenses related to maintenance and reconstruction work of those facilities such as toll facility administration buildings and toll booths which are constructed primarily for the purposes of collecting tolls. Category B Maintenance Expenditures are defined in the Indenture as Operations & Maintenance Expenses and are paid in accordance with the Cooperative Agreement. The statutory lien on Bridge Toll Revenues in favor of the holders of the Authority's revenue bonds and in favor of any providers of credit enhancement for those bonds is subject to the prior payment of Operations & Maintenance Expenses. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2008 F-1 BONDS."

Operations and Maintenance Fund

The Indenture provides that at the beginning of each Fiscal Year, the Authority shall deposit in its Operations and Maintenance Fund from Bridge Toll Revenues on deposit in the Bay Area Toll Account such amount as shall be necessary so that the amount on deposit in the Operations and Maintenance Fund shall equal two times the budgeted Operations & Maintenance Expenses for the Fiscal Year. Amounts on deposit in the Operations and Maintenance Fund are to be used and withdrawn by the Authority solely to pay Operations & Maintenance Expenses and are not pledged to the payment of the Bonds or Parity Obligations. The balance in the Operations and Maintenance Fund as of June 30, 2008 was approximately $150 million. See "Toll Operations and Maintenance" above.

The Indenture also provides that in the event that Bridge Toll Revenues on deposit in the Bay Area Toll Account are not sufficient at the beginning of any Fiscal Year to enable the Authority to make the transfer described above at the beginning of such Fiscal Year, the Authority shall not be required to make such transfer for such Fiscal Year and failure of the Authority to make such transfer shall not constitute an Event of Default under the Indenture for as long as the Authority shall punctually pay the principal of and interest on the Bonds as they become due and observe and comply with the toll rate covenants in the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2008 F-1 BONDS –Toll Rate Covenants" and APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE—Covenants of the Authority."

Transfers to MTC and Authority Administrative Costs

The annual operating budget of the Authority provides for fund transfers to MTC (the "MTC Transfers") for the purposes described below. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2008 F-1 BONDS—Toll Rate Covenants." These fund transfers are subordinate to the Authority's obligation to pay principal of and interest on the Bonds and Parity Obligations.

The following table sets forth transfers to MTC for AB 664 Net Toll Revenue Reserves, Two Percent Transit Reserves, Rail Extension Reserves, Regional Measure 2 Operating Transfers and Authority Administrative Costs for the Fiscal Years ended June 30, 2003 through June 30, 2007. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2008 F-1 BONDS—Toll Rate Covenants."

TRANSFERS TO MTC
($ in millions)

Fiscal Year Ended June 30,	AB 664 Net Toll Revenue Reserves Transfer	Two Percent Transit Reserves Transfer	Rail Extension Reserves Transfer	Regional Measure 2 Operating Transfers[1]	Authority Administrative Costs	Total
2003	$12.28	$1.00	$9.97	-	$1.64	$24.89
2004	12.29	0.99	10.03	-	1.85	25.16
2005	11.91	0.94	9.90	$6.82	3.29	32.86
2006	11.64	0.92	9.41	17.38	8.80[2]	48.15
2007	11.32	0.91	9.10	24.27	5.19	50.79

(1) Regional Measure 2 Operating Transfers are expected to increase in future years as additional eligible operating programs are implemented.
(2) Includes in addition to Authority Administrative Costs that are limited to 1% of the gross annual bridge revenues, direct operating costs of the Authority and MTC for initial RM-2 project management set-up costs.
Source: The Authority.

"AB 664 Net Toll Revenue Reserve Transfer" is the transfer of an amount equal to the funds generated from a 1977 toll increase on the three System Bridges which comprise the Southern Bridge Group: the Dumbarton Bridge, the San Francisco-Oakland Bay Bridge and the San Mateo-Hayward Bridge. The calculation of such amount is equal to 16 percent of the revenue generated each year from the collection of the RM Toll at its level in existence for the 2001-02 fiscal year on the Southern Bridge Group. These funds are allocated to capital projects that further the development of public transit in the vicinity of the Southern Bridge Group, including transbay and transbay feeder transit services.

"Two Percent Transit Reserves Transfer" is the transfer of up to 2% of the revenue collected on all of the System Bridges from the RM Toll at its level in existence for the 2001-02 Fiscal Year (which was prior to the increase instituted under RM2). The Authority is authorized under law to transfer Two Percent Transit Reserves to MTC on an annual basis. MTC must apply two-thirds of the Two Percent Transit Reserves to transportation projects that will help reduce congestion and improve bridge operations on any of the System Bridges. MTC must apply the remaining one-third of the Two Percent Transit Reserves for planning, construction, operation and acquisition of rapid water transit systems. However, federal legal limitations on toll revenue expenditures preclude MTC from making any allocations of toll revenues from System Bridges for transit operating programs. Pursuant to a Cooperative Agreement Regarding Transit Operations, dated April 26, 2000, among the Authority, MTC and Caltrans, Caltrans agreed to provide funding to MTC in an amount equivalent to the portion of the Two Percent Transit Reserves that would otherwise be allocated to rapid water transit operations and MTC agreed to eliminate the use of the Two Percent Transit Reserves for rapid water transit operations.

"Rail Extension Reserves Transfer" is the transfer of an amount equal to 21% of the revenue generated each year on the San Francisco-Oakland Bay Bridge from the collection of the RM Toll on two-axle vehicles at its $1.00 RM Toll level in existence for the 2001-02 Fiscal Year (which was prior to the increase instituted under RM2). Rail Extension Reserves are transferred by the Authority to MTC on an annual basis for rail transit capital extension and improvement projects that are designed to reduce traffic congestion on the San Francisco-Oakland Bay Bridge.

"Regional Measure 2 Operating Transfers" are transfers by the Authority to MTC to provide operating assistance for transit purposes pursuant to RM2 and Section 30914(d) of the Act. The measure provides that not more than 38% of annual Bridge Toll Revenues derived from the RM2 Toll increase imposed in conjunction with RM2 ($1.00 in the case of all vehicles regardless of the number of axles) may be transferred to the MTC as Regional Measure 2 Operating Transfers, and that all such transfers must first be authorized by the MTC. Under Section 129(a)(3) of Title 23 of the United States Code, federal participation is limited on facilities that expend toll revenues for certain types of projects, including transit operations. MTC has received an opinion from the Federal Highway Administration ("FHWA") that transit planning is an eligible expense and, as such, the Authority has made transfers to MTC for such purpose. MTC also has received an opinion from FHWA that it may expend toll funds on transit operations, if such funds are collected on bridge facilities that have not received Federal assistance. There are four System Bridges (Dumbarton, San Mateo-Hayward, Carquinez and Antioch) that have not received Federal assistance. The Authority expects that tolls from such four System Bridges will be sufficient to make Regional Measure 2 Operating Transfers.

"Authority Administrative Costs" means the amount which the Authority retains on an annual basis, after payment of debt service on Outstanding Bonds and the costs of Operation and Maintenance Expenses for its cost of administration pursuant to Section 30958 of the Act, such amount not to exceed 1% of the gross revenues collected annually from the tolls on the Bridge System. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Covenants of the Authority - Toll Rate Covenants."

Historical Revenue, Expenditures and Debt Service Coverage

The following table sets forth historical revenue, expenditures and debt service coverage with respect to the Bridge System for Fiscal Years ended June 30, 2003 through 2007.

BRIDGE SYSTEM
Historical Revenue, Expenditures and Debt Service Coverage
($ in thousands)

Fiscal Year Ended June 30,	2003	2004	2005	2006	2007
Revenue					
Toll Revenues[1]	$144,200	$145,176	$248,141	$280,277	$422,355
Interest Earnings	25,434	11,007	21,235	44,060	96,415
Other Revenues[2]	2,307	2,400	4,090	9,657	5,989
Total Revenue	$171,941	$158,583	$273,466	$333,994	$524,759
Less: Operations & Maintenance Expenses[3]	$38,694	$47,851	$54,035	$63,364	$76,341
Net Revenue	$133,247	$110,732	$219,431	$270,630	$448,418
Debt Service on Bonds and Parity Obligations	$20,441	$26,663	$35,374	$68,931	$161,144
Debt Service Coverage[4]	6.52x	4.15x	6.20x	3.93x	2.78x
Category A Maintenance Expenditures[5]	$2,271	$2,187	$1,593	$4,425	$2,639
MTC Transfers	$24,892	$25,163	$32,859	$48,152	$50,785

(1) Does not include Operating Revenues reported in the Authority's audited financial statements as "Other Operating Revenues" in Fiscal Years ended June 30, 2003 through 2007. Does not include Seismic Surcharge revenue until May, 2006, following the defeasance of certain obligations to which the Seismic Surcharge was pledged.

(2) Consists of, among other things, violation revenues and, in 2006, amounts received from the Golden Gate Bridge for its share of ACS contract expenses. See "Toll Collection" above.

(3) Increases in Operations & Maintenance Expenses in fiscal years ended after June 30, 2003, are attributable in significant part to the development and implementation of a new consolidated ETC service center. See "Toll Collection" above. Increases in fiscal year 2007 include nonrecurring ETC and ORT expenditures.

(4) Equals Net Revenue divided by Debt Service on Bonds and Parity Obligations. See "SUMMARY OF FINANCING PLAN - Projected Revenue, Operations & Maintenance Expenses and Debt Service Coverage."

(5) Does not include Category A Maintenance Expenditures with respect to the San Francisco-Oakland Bay Bridge. Prior to fiscal year 2005-06 Category A Maintenance Expenditures were not payable from Bridge Toll Revenues. Beginning in fiscal year 2005-06, Category A Maintenance Expenditures other than with respect to the San Francisco-Oakland Bay Bridge are payable from Bridge Toll Revenues. See "Toll Operations and Maintenance - Category A and Category B Maintenance Expenditures" above.

Note: Totals may not add due to independent rounding of numbers.
Source: The Authority, except information regarding Category A Maintenance Expenditures provided by Caltrans.

CAPITAL PROJECTS AND FUNDING

Regional Measure 1 Projects

In 1988, Bay Area voters approved RM1 and the highway and bridge enhancement projects set forth therein (the "RM1 Projects"). The RM1 Projects have all been completed except (i) the reconfiguration of the existing Benicia-Martinez Bridge, and (ii) the I-880/SR-92 Interchange improvements described below. The following are summary descriptions of all of the RM1 Projects.

New Benicia-Martinez Bridge. RM1 included construction of a new span parallel to the original span of the Benicia-Martinez Bridge. Opened to traffic on August 25, 2007, the new span carries five lanes of northbound Interstate 680 traffic (two more than before) and features a new expanded toll plaza with the Bay Area's first open road tolling (ORT) FasTrak Express Lanes. The new span is a cast-in-place reinforced concrete structure designed to "lifeline" standards and is 8,790 feet long including approaches. The bridge project included the construction of a new expanded toll plaza and major reconstruction and realignment of the Interstate 680/Marina Vista Road and Interstate 680/Interstate 780 interchanges. Under a separate advertised construction contract, the existing older span will be modified over the next several years to carry four lanes (one more than existing) of southbound traffic and a pedestrian/bicycle lane.

Carquinez Bridge Replacement. A new western span of the Carquinez Bridge constructed as part of RM1 opened to traffic in November 2003. It is a twin towered, suspension bridge and features three mixed-flow lanes, a carpool lane and a bicycle and pedestrian pathway. The improvements have increased traffic capacity of the bridge. The original 1927 western span of the Carquinez Bridge was determined by Caltrans to be seismically deficient and was replaced with the new western span. Demolition of the original 1927 bridge has been completed.

Interstate 880/State Route 92 Interchange. RM1 also contemplates reconstruction of the Interstate 880/State Route 92 Interchange. The existing interchange will be modified to increase capacity and improve safety and traffic operations. The FHWA released the Final Environmental Impact Statement in December 2003 and issued its Record of Decision for the project in July 2004, later than originally anticipated. The environmental review and the right of way process resulted in extensions to the estimated project milestones and increases in estimated costs. Caltrans advertised the contract on January 8, 2007 and opened bids on June 27, 2007. On August 28, 2007, Caltrans awarded a contract to a joint venture of FCI and Granite Construction for $138.4 million. The contract amount exceeded the 2005 budget estimate by over $100 million. Caltrans and the Authority expect the project to be completed in 2011. The project will increase traffic capacity on the San Mateo-Hayward Bridge corridor.

Richmond-San Rafael Bridge Deck Resurfacing and Richmond-San Rafael Bridge Trestle, Fender and Deck Joint Rehabilitation. Under RM1 there are two major rehabilitation projects for the Richmond-San Rafael Bridge: (1) replacement of the western approach trestle and ship-collision protection fender system on the bridge and (2) deck joint rehabilitation and resurfacing of the superstructure bridge deck. In 2005, along with seismic retrofit of the bridge, Caltrans completed replacement of the western trestle and fender system and rehabilitation of the bridge deck joints. Under a separate contract in 2006, Caltrans completely resurfaced the entire bridge roadway surface with a polyester concrete overlay.

Richmond Parkway. In May 2001, construction was completed on an eastern approach (the "Richmond Parkway") between the Richmond-San Rafael Bridge and Interstate 80 near Pinole.

San Mateo-Hayward Bridge Widening. As part of RM1, the concrete trestle section of the San Mateo-Hayward Bridge was expanded to three lanes in each direction to match the configuration of the high rise steel section. The project also included the widening of the eastern approach to the bridge from U.S. Interstate 880 and the addition of toll booths and a new pedestrian overcrossing. The western approach to the bridge connects to U.S. Route 101 in San Mateo County and was widened in the early 1990's. The new trestle was fully opened to traffic in early 2003 and completed in mid-2003.

Bayfront Expressway (SR-84) Widening. In April 2004, construction was completed on a project to widen the Bayfront Expressway (SR-84) from the Dumbarton Bridge to the U.S. 101/Marsh Road interchange.

US-101/University Ave. Interchange Improvement. In January 2004, construction was completed on modifications to the U.S. 101/University Avenue interchange.

Regional Measure 2 Projects

In March 2004 Bay Area voters approved RM2, approving funding of the transit, highway and bridge enhancement and improvement projects specified therein (the "RM2 Projects.") A complete list of all RM2 Projects and the Authority funding authorized therefor is set forth in APPENDIX F – "REGIONAL MEASURE 2 PROJECTS."

MTC may allocate funds to RM2 Projects after submission and review of a project report requesting allocation by the project sponsor. The Authority is the project sponsor for the new span of the Benicia-Martinez Bridge. The remaining RM2 Project sponsors are various other public entities in the Bay Area. Generally RM2 funds only a portion of the total RM2 Project costs. The Authority is under no obligation to provide capital funding to any project beyond the amount expressly provided in the Act.

Summary of RM1 and RM2 Capital Projects

The following table sets forth the program budgets, expenditures and project status for the RM1 Projects and RM2 Projects.

SUMMARY OF RM1 PROJECTS AND RM2 PROJECTS
Program Budget, Expenditures and Project Status as of March 31, 2008
($ in millions)

Contract	Status	Current Approved Budget (1)	Forecast Cost at Completion	Expenditures through March 31, 2008	Actual/Forecast Opening Date
New Benicia-Martinez Bridge(2)	New span open and modification of old span underway	$1,272.5	$1,272.5	$1,149.2	August 2007 for new span, December 2009 for old span modification
Carquinez Bridge Replacement(3)	New span open and demolition of old span completed	528.2	519.2	510.5	December 2003 for new span, December 2007 for demolition of old span
I-880/SR-92 Interchange Improvement(4)	Construction	245.0	245.0	55.5	June 2011
Richmond-San Rafael Bridge Deck Resurfacing	Completed	25.0	25.0	19.7	December 2006
Richmond-San Rafael Bridge Trestle, Fender and Deck Joint Rehabilitation	Completed	102.1	97.1	96.3	August 2005
Richmond Parkway	Completed	5.9	5.9	4.3	May 2001
San Mateo-Hayward Bridge Widening	Completed	217.8	211.9	208.7	February 2003
Bayfront Expressway (SR-84) Widening	Completed	36.1	36.0	33.3	January 2004
US-101/University Ave. Interchange Improvement	Completed	3.8	3.8	3.7	April 2004
RM1 Capital Projects Subtotal(5)		$2,436.4	$2,416.4	$2,081.2	
RM2 Capital Projects Subtotal(6)		$1,465.0(7)	$1,465.0(7)	$235.3	

(1) Includes approximately $38 million for the New Benicia-Martinez Bridge from state funds, approximately $60 million for the Richmond-San Rafael Bridge Trestle Rehabilitation project from state funds, and approximately $10 million for the I-880/SR-92 Interchange Improvement project from the Alameda County Transportation Authority.

(2) The project budget for the new Benicia-Martinez Bridge includes $50 million allocated for such project under RM2. The new span was opened to traffic on August 25, 2007. Under a separate advertised construction contract as a part of this project, the existing older bridge will be modified over the next two years to carry four lanes (one more than existing) of southbound Interstate 680 traffic and a pedestrian/bicycle lane.

(3) The replacement Carquinez Bridge was completed and opened to traffic in November, 2003. Project work to demolish the replaced 1927 Carquinez Bridge was completed in December 2007.

(4) The I-880/SR-92 Interchange Reconstruction contract was awarded in August, 2007.

(5) Subtotals may not add due to independent rounding of numbers.

(6) A complete list of all RM2 Projects and the Authority funding authorized therefor is set forth in APPENDIX F – "REGIONAL MEASURE 2 PROJECTS." Does not include $50 million allocated for the new Benicia-Martinez Bridge project under RM2.

(7) Under the Act, the Authority is required to fund the enumerated RM2 Projects by issuance of additional Bonds or transfer of Bridge Toll Revenues in an amount in the aggregate not to exceed $1.515 billion but is not required to fund such projects beyond the amount expressly provided in the Act. The remainder of funds required to complete the RM2 Projects are expected to come from other sources. See " - Regional Measure 2 Projects" above.

Source: The Authority.

RM1 and RM2 Projects Funding

The costs of RM1 Projects and RM2 Projects are primarily funded by the Authority from Bridge Toll Revenues and the net proceeds of Bonds issued for such purpose. See the table "SUMMARY OF RM1 PROJECTS AND RM2 PROJECTS" above.

Under the Act, the Authority is required to fund the enumerated RM2 Projects by issuance of additional Bonds or transfer of Bridge Toll Revenues in an amount in the aggregate not to exceed $1.515 billion, but is not required to fund RM2 Projects beyond the amount expressly provided in the Act.

Seismic Retrofit Program Capital Projects

Following the October 17, 1989, Loma Prieta earthquake (the "Loma Prieta Earthquake") which caused sections of the upper deck of the east span of the San Francisco-Oakland Bay Bridge to collapse, Caltrans began research and planning for the seismic retrofitting of certain bridges. The need for seismic retrofitting of certain State owned toll bridges was recognized by the State Legislature and provision was made for funding in Section 188.5 and 188.6 of the California Streets and Highways Code (the "Seismic Retrofit Program").

The Seismic Retrofit Program projects contemplated for the Bridge System include seismic upgrade work on the original Benicia-Martinez Bridge span, the eastern span of the Carquinez Bridge, the San Mateo-Hayward Bridge and the Richmond-San Rafael Bridge, the west span and the current east span of the San Francisco-Oakland Bay Bridge, and the replacement of the east span and the west approach of the San Francisco-Oakland Bay Bridge. Other Seismic Retrofit Program projects include seismic retrofit upgrade work on the Vincent Thomas Bridge and the San Diego-Coronado Bridge. Seismic Retrofit Program project construction is administered by Caltrans.

All of the Seismic Retrofit Program projects in the original program have been completed except for the west approach and the new east span of the San Francisco-Oakland Bay Bridge.

San Francisco-Oakland Bay Bridge - Western Approach

The Seismic Retrofit Program projects include replacement of the western approach to the west span of the bridge. Replacement of the western approach is approximately 93% complete, as of March 20, 2008, and is scheduled to be completed in January 2009. Traffic was shifted onto the new permanent westbound structure in September 2006. Traffic was shifted to the new permanent eastbound structure in April 2008. All major construction contracts for the western approach have been awarded.

San Francisco-Oakland Bay Bridge - East Span

In June 2000, Caltrans completed an interim seismic retrofit on the east span of the San Francisco-Oakland Bay Bridge to reduce the risk to the public of a moderate level earthquake prior to the construction of a new east span. The interim retrofit contract encompassed the entire existing east span of the San Francisco-Oakland Bay Bridge from Yerba Buena Island to Oakland, including the viaduct connecting the tunnel to the bridge on Yerba Buena Island. This contract added reinforcement to strengthen bridge sections in critical areas, replaced rivets with high strength bolts, and reduced deck drop risk by increasing support widths and adding restraining devices.

The seismic retrofit strategy for the east span of the San Francisco-Oakland Bay Bridge is to replace the existing east span. The new east span is designed to be 2.2 miles long on an alignment parallel to and north of the existing east span. The existing east span will be demolished after the new east span is opened to traffic. The new east span consists of a transition off Yerba Buena Island, a self-anchored suspension bridge span, a skyway and an approach/touchdown in Oakland. Upon completion as currently planned, the self-anchored suspension bridge span will be the world's longest single tower self-anchored suspension structure. It is designed to be approximately 2,051 feet long and approximately 525 feet high, matching the tower heights on the west span, with 8-foot diameter foundation piles that are 300 feet deep, three times deeper than the existing east span piles. The new east span will include two side-by-side bridge decks, each with five lanes plus shoulders and a bicycle/pedestrian path. The final environmental impact report for the new east span was certified on July 11, 2001.

Status of Construction Contracts

To date, twelve construction contracts relating to the new east span have been completed, including the 1.1 mile long skyway connecting the self-anchored suspension structure to the Oakland Touchdown and the marine foundations to the self-anchored suspension structure. The remaining construction is substantially attributable to three primary segments of the new east span: the Oakland Touchdown, the self-anchored suspension span ("SAS") and the Yerba Buena Island transition.

Three of such remaining contracts (the Yerba Buena Island ("YBI") detour contract, the SAS superstructure contract, and Oakland Touchdown Phase 1) are currently under construction. The YBI detour contract is for building temporary detour structures on Yerba Buena Island, which would route traffic from the existing east span around the construction area while portions of the existing east span are demolished and the new Yerba Buena Island transition structure is constructed. Changes in design, changes in the contract and changes to the pacing of the work have resulted in increases in the project costs of the YBI detour contract from the approved budget. Additional contract changes are anticipated that will further change the contract costs. Any increases will be covered by the existing program contingency.

In May 2006, the contract to construct the SAS superstructure was awarded to a joint venture of American Bridge Company and Fluor Corporation at an amount of approximately $1.45 billion. The contract is 27% complete as of April 20, 2008 with a current forecast cost of $1.767 billion. Pre-fabrication welding procedures and approval processes have been developed at Zhenhua Port Machinery Company ("ZPMC") of Shanghai, China for fabrication of the SAS superstructure tower and decks. ZPMC has prepared initial test mockups of the bridge sections and began production fabrication in early 2008. The Oakland Touchdown Phase 1 contract will construct the westbound and portions of the eastbound approaches to the skyway structures from Oakland. Caltrans awarded that contract on July 17, 2007 and as of March 31, 2008 the contract was 26% complete.

The remaining contracts for the new east span are in the design phase. These include up to two additional contracts for the Oakland touchdown, up to two contracts for the Yerba Buena Island transition structure and a contract for demolition of the existing east span.

Forecast Cost of Seismic Retrofit

The following table sets forth the status, forecast costs at completion and forecast completion date with respect to the remaining east span contracts and completed east span contracts, estimated right-of-way and environmental mitigation costs and estimated capital outlay support costs for the east span.

SEISMIC RETROFIT PROGRAM
SAN FRANCISCO-OAKLAND BAY BRIDGE
STATUS OF EAST SPAN CONTRACTS AT MARCH 31, 2008

Contract	Status	Current Approved Budget ($ in millions)	Forecast Cost at Completion ($ in millions) [1]	Actual or Forecast Completion Date
Skyway	Completed	$1,293.0	$1,254.1	December 2007
Self Anchored Suspension (SAS) Span Marine Foundations	Completed	313.5	280.9	January 2008
SAS Superstructure[2]	Under Construction	1,753.7	1,767.4	March 2013[3]
Yerba Buena Island (YBI) Detour	Under Construction	334.4	461.2	June 2010
YBI Transition Structures (an aggregate of up to 3 contracts)	In Design	276.1	276.1	November 2014
Oakland Touchdown (OTD) (an aggregate of up to 4 contacts)	Under Construction	283.8	302.5	December 2014
Stormwater Treatment Measures	Completed	18.3	18.3	March 2008
Existing East Span Demolition	Design temporarily suspended	239.2	222.0	September 2015
Completed Contracts	--	90.3	90.3	--
Right-of-Way and Environmental Mitigation	--	72.4	72.4	--
Capital Outlay Support	--	959.4	977.1	--
Other Budgeted Capital	--	31.8	7.7	--
TOTAL		$5,665.8	$5,730.0	

(1) Includes project contingency.
(2) In May, 2006, the contract to construct the SAS superstructure was awarded in the bid amount of approximately $1.45 billion.
(3) In order to hasten the completion date, Caltrans has provided for monetary incentives for completion ahead of schedule.

Note: Totals may not add due to independent rounding of numbers.
Source: Caltrans.

Caltrans has implemented a risk management plan that provides for risk identification, quantification and response strategies with respect to the costs of the new east span and with respect to construction delays. Contract costs and schedules are under continuous review and are subject to change. Potential delays could result in an escalation of cost estimates.

In addition, other construction related risks may result in additional cost beyond those estimated by Caltrans. See "RISK FACTORS – Construction Delays and Cost Escalation."

Absent further delays, the new east span is currently scheduled to be open for traffic in the westbound direction in September 2012 and in the eastbound direction in September 2013. Completion of the new east span is scheduled for December 2014. Demolition of the existing east span will follow with completion expected in September 2015. However, no assurance can be given that this schedule will be achieved.

Oversight Committee

Assembly Bill No. 144 ("AB 144") was enacted and became effective on July 18, 2005 (California Statutes of 2005, Chapter 71), amending the Act and sections of the Streets and Highways Code relating to the Seismic Retrofit Program. AB 144 was modified by Senate Bill No. 66 ("SB 66," and together with AB 144, the "2005 Legislation") which became effective on September 29, 2005 (California Statutes of 2005, Chapter 375). The 2005 Legislation established the Toll Bridge Program Oversight Committee (the "Oversight Committee"), which has implemented a project oversight and project control process for the Benicia-Martinez Bridge project and the Seismic Retrofit Program projects. The Oversight Committee consists of the Director of Caltrans, the Executive Director of the California Transportation Commission (the "CTC") and the Executive Director of the Authority. The Oversight Committee's project oversight and control processes include, but are not limited to, reviewing bid specifications and documents, providing field staff to review ongoing costs, reviewing and approving significant change orders and claims (as determined by the Oversight Committee), and preparing project reports. However, pursuant to the 2005 Legislation, all contract specifications and bid documents will be developed by Caltrans and must be reviewed and approved by the Authority prior to their release. Caltrans is responsible for the award of all contracts.

Caltrans is required to provide monthly reports to the Oversight Committee regarding construction status, actual expenditures, and forecasted costs and schedules for the Benicia-Martinez Bridge project and the Seismic Retrofit Program projects. The monthly reports that are reviewed and approved by the Oversight Committee are provided to the Authority. The Oversight Committee is required to provide quarterly reports with respect to the Seismic Retrofit Program projects to the transportation and fiscal committees of both houses of the State Legislature and the California Transportation Commission. Copies of such monthly and quarterly reports may be found at the Authority's web site.

Ground Motions and Seismic Design Strategy for the Bridge System

The criteria used to determine post-earthquake performance standards for the Bridge System were specific to each System Bridge and were evaluated and refined by Caltrans during planning and design. The engineering was reviewed by an independent panel of recognized experts from the private sector and academia.

Each seismic retrofit project was designed based upon a determination of the ground motions (earthquake forces) that influence a particular bridge in the event of an earthquake. Each of these motions was defined differently for each bridge site, as the seismic hazard at each site is different (different faults, different distances, etc.).

All of the System Bridges that were evaluated by Caltrans have been designed or retrofitted, at a minimum, to avoid a collapse if the ground motions used to design the projects were to occur at the respective sites. A decision was made in the case of each bridge as to how much should be invested beyond the "no collapse" life safety level. The design strategy selected for each of the System Bridges was based on levels of traffic use, expected useful life of the bridge, the cost of a higher earthquake performance level, and other considerations. Some bridges were designated "Lifeline Structures" for which seismic strategy incorporates designs intended to exhibit performance levels superior to those levels associated with the "no collapse" design strategy and intended to create a post-earthquake condition in which Caltrans can put the bridge back into public service relatively quickly following a seismic event. A third seismic strategy, the "intermediate strategy," was adopted for certain System Bridges and is intended to provide a level of performance with an expectation of damage and closure, but with a higher performance than that of the "no collapse" strategy and a lower performance than that of the Lifeline Structure.

The following table describes the design basis and status for each of the System Bridges that has been retrofitted or is undergoing retrofit work, or that has been or will be constructed under, the Seismic Retrofit Program or RM1. A description of studies undertaken by the Authority and Caltrans with respect to the Antioch Bridge and the Dumbarton Bridge is set forth under the caption " - Antioch Bridge and Dumbarton Bridge" below.

SEISMIC RETROFIT PROGRAM
SYSTEM BRIDGES DESIGN BASIS AND STATUS

Bridge	Seismic Strategy	Status and Retrofit Actual or Projected Completion Date
Benicia – Martinez (existing span)[(1)]	Lifeline Structure Minor to moderate damage expected, reopen to traffic quickly	Completed August 2002
Benicia – Martinez (new span)[(2)]	Lifeline Structure Minor to moderate damage expected, reopen to traffic quickly	Completed August 2007
Carquinez (existing east span)[(1)]	Intermediate Strategy Moderate to major damage expected	Completed January 2002
Carquinez (new west span)[(2)]	Intermediate Strategy Moderate to major damage expected	Completed November 2003
Richmond – San Rafael[(1)]	"No Collapse" Strategy Avoid catastrophic failure	Completed October 2005
San Francisco – Oakland (east span) [(1)(3)]	Lifeline Structure Minor to moderate damage expected, reopen to traffic quickly – interim retrofit followed by replacement of span	Interim Retrofit Completed June 2000 New East Span Under Construction Until 2012 (Westbound traffic open) 2013 (Eastbound traffic open) 2014 (Completion)
San Francisco – Oakland (west span) [(1)]	Lifeline Structure Minor to moderate damage expected, reopen to traffic quickly	West Span Completed June 2004 Western Approach Under Construction Until January 2009
San Mateo – Hayward[(1)]	Intermediate Strategy Moderate to major damage expected	Completed June 2000

(1) A Seismic Retrofit Program project.
(2) A RM1 Project.
(3) The interim retrofit of the existing east span of the San Francisco-Oakland Bay Bridge does not result in a seismic performance level at the Lifeline Structure standard.
Source: Caltrans.

Antioch Bridge and Dumbarton Bridge

In late 2004, Caltrans initiated limited vulnerability studies of the Antioch Bridge and the Dumbarton Bridge. These studies were completed in May 2005. Both bridges have many seismic resistant features, and the results of the vulnerability studies indicated that the bridges should perform well in a moderate seismic event. Given the limitations of the vulnerability studies, Caltrans has stated that there is insufficient evidence to conclusively determine the performance of the bridges during a maximum credible seismic event. These preliminary studies indicate that the performance of these structures is governed by the response of the foundations to a maximum credible seismic event and that such an event could result in large foundation displacements and rotations with resulting deformations that cannot be easily repaired. These displacements and rotations may result in damage to the superstructure and possibly damage to the piles. While the Dumbarton Bridge and the Antioch Bridge may meet performance standards, Caltrans believes that a more comprehensive technical study is necessary to understand the performance of these structures during a maximum credible seismic event. Such a study is necessary to accurately determine the structures' response and to develop any necessary retrofit strategies.

Based on the vulnerability studies and a follow up sensitivity analysis, Caltrans and the Authority developed a work plan to assess the geotechnical work needed for a refined seismic analysis and to assess the required performance levels of each structure. In June 2006, the Authority approved $17.8 million in toll bridge rehabilitation funding to proceed with the comprehensive seismic analysis of the bridges. In September 2006, the Authority entered into a consultant contract to conduct geotechnical and geophysical investigations, which have been on-going since December 2006. Caltrans is currently reviewing the geotechnical data and performing a detailed structural analysis of the bridges and to determine the appropriate seismic retrofit strategies for each bridge. The results of this analysis will culminate in the adoption of a seismic safety retrofit strategy for each bridge late in the summer of 2008. Once the strategy for each bridge is selected, a final strategy report will be produced. The design process will continue through 2009 with the production of plans, specifications, and estimates. It is anticipated that construction contracts will be awarded during 2010.

Seismic retrofit of the Antioch Bridge and the Dumbarton Bridge is not currently included in the Seismic Retrofit Program. However, State law could be modified to include additional seismic retrofit projects, including projects on the Antioch Bridge and the Dumbarton Bridge. Any such legislation could authorize or require the Authority to fund costs of the additional projects, which could be quite substantial, from tolls and raise tolls if necessary to pay such costs. The Authority is authorized by the Act to increase tolls to complete the existing Seismic Retrofit Program. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2008 F-1 BONDS—Toll Setting Authority."

Caltrans' bridge design standards are subject to ongoing review and modification as knowledge about earthquakes increases. Each of the System Bridges is reevaluated as standards are improved. It is possible, however, that the design strategies employed at any given time will not perform to expectations. See "RISK FACTORS—Risk of Earthquake."

Seismic Retrofit Program Status

The following table sets forth the program budget, expenditures and project status for the Seismic Retrofit Program projects.

SUMMARY OF SEISMIC RETROFIT PROGRAM CAPITAL PROJECTS
Program Budget, Expenditures and Project Status as of March 31, 2008
($ in millions)

Contract	Status	AB 144/ SB 66 July 2005 Budget	Current Approved Budget	Forecast Cost at Completion	Expenditures through March 31, 2008	Forecast Completion Date
San Francisco-Oakland Bay Bridge–East Span Retrofit and Replacement	Under Construction	$5,486.6	$5,665.8	$5,730.0	$2,869.3	September 2015[1]
San Francisco-Oakland Bay Bridge–West Approach Replacement	Under Construction	429.0	453.7	470.7	377.5	January 2009
San Francisco-Oakland Bay Bridge–West Span Retrofit	Completed	307.9	307.9	307.9	301.1	June 2004
Richmond-San Rafael Bridge Retrofit[2]	Completed	914.0	825.0	816.5	793.4	October 2005
Benicia-Martinez Bridge Retrofit	Completed	177.8	177.8	177.8	177.8	August 2002
Carquinez Bridge Retrofit	Completed	114.2	114.2	114.2	114.2	January 2002
San Mateo-Hayward Bridge Retrofit	Completed	163.5	163.5	163.5	163.4	June 2000
Vincent Thomas Bridge Retrofit	Completed	58.5	58.5	58.5	58.4	May 2000
San Diego-Coronado Bridge Retrofit	Completed	103.5	103.5	103.5	102.6	June 2002
Miscellaneous Program Cost		30.0	30.0	30.0	24.7	
Toll Bridge Seismic Retrofit Program Subtotal[3]		$7,785.0	$7,899.9	$7,972.6	$4,982.3	
Program Contingency		900.0	785.1	712.4		
Total		$8,685.0	$8,685.0	$8,685.0		

(1) The new bridge is forecast to open in the westbound and eastbound directions in September 2012 and September 2013, respectively. Demolition of the existing bridge is forecast to be completed in September 2015.
(2) The Richmond-San Rafael Bridge seismic retrofit was completed in October 2005. A minor public access project to fulfill environmental permit requirements was completed in May 2007.
(3) Subtotals and totals may not add due to independent rounding of numbers.
Source: Caltrans.

The forecasted program contingency of $712.4 million is currently expected to be available for contingencies based on the 2005 Legislation budget and the forecasted completion costs, but is subject to change.

Seismic Retrofit Program Funding Sources

Funding for the Seismic Retrofit Program is provided under the 2005 Legislation, which sets forth funding sources and estimated costs and directs these funds to pay construction and related costs of the Seismic Retrofit Program projects. The 2005 Legislation designates funding sources for the Seismic Retrofit Program totaling $8.685 billion. See the table "Summary of Seismic Retrofit Program Capital Projects" above.

Summary of Funding Sources

The funding sources specified in the 2005 Legislation are (i) toll revenues (and interest earnings thereon), (ii) the proceeds of bonds and other obligations secured by a pledge of toll revenues and (iii) non-toll sources ("Secondary Sources") described below. The amount of funding received to date and anticipated for completion of the Seismic Retrofit Program from toll revenues, obligations secured by toll revenues and interest earnings collectively is approximately $5.260 billion and from Secondary Sources described below is approximately $3.425 billion.

Secondary Sources

Pursuant to the 2005 Legislation, on September 29, 2005, the CTC adopted a schedule for the transfer of state funds to the Authority to reimburse the Authority for expenditures for the Seismic Retrofit Program. The CTC adopted a revised schedule on December 2, 2005, which amended the relative contributions of the Public Transportation Account and the State Highway Account, while keeping the total transfer amounts in any one year the same as the original schedule adopted September 29, 2005, and making a minor accounting adjustment which decreased the amounts still to be transferred by approximately $10 million. The schedule contains the timing and sources of the state contributions, which begin in fiscal year 2005-06 and conclude in fiscal year 2013-14, to provide a timely balance between state sources and the contributions from toll funds. The Secondary Sources are not pledged to the payment of Bonds or Parity Obligations.

The Authority has assigned its rights to payment of the Secondary Sources to the Bay Area Infrastructure Financing Authority, described above under "BAY AREA TOLL AUTHORITY," which issued $972,320,000 of its State Payment Acceleration Notes (the "BAIFA SPANs") in December 2006. The proceeds of the BAIFA SPANs, net of costs of issuance and deposits to reserve and pledged revenue funds, are to be applied to the Seismic Retrofit projects, consisting primarily of the San Francisco Oakland Bay Bridge. The BAIFA SPANs are secured by and payable from the Secondary Sources to be paid by the State of California. The State of California has agreed with the Authority on the timing and amount of the Secondary Source payments, and the Authority has assigned its rights to such payments to the trustee for the BAIFA SPANs. The BAIFA SPANs have no claim on any of the Authority's toll revenues or any other revenues of the Authority other than the Secondary Source payments.

Bridge Rehabilitation Program

In addition to the RM1 Projects, RM2 Projects and Seismic Retrofit Program projects, the Authority funds other capital rehabilitation and operational improvement projects on the System Bridges and their approaches. The Authority has developed a ten-year rehabilitation program through Fiscal Year 2013-14 that funds projects designed to maintain and ensure the long-term safe operation of the Bridge

System and associated toll facilities. The Authority currently anticipates funding such rehabilitation and operational improvement projects from tolls in the amount of approximately $13.8 million per fiscal year.

SUMMARY OF FINANCING PLAN

Proceeds of Series 2008 F-1 Bonds

$507,100,000 of the Authority's outstanding 2003 Series A and B, 2006 Series D-2 and E-1, and 2007 Series D-1, E-1 and E-2 Bonds (the "Refunded Bonds") bear interest at an auction rate and are insured by Ambac Assurance Corporation ("Ambac"). Proceeds of the Series 2008 F-1 Bonds will be used to (i) refund and retire the Refunded Bonds, (ii) pay for capital improvements to some of the seven bridges, (iii) make a cash deposit to the Reserve Fund, (iv) pay swap termination fees and (v) pay the costs of issuing the Series 2008 F-1 Bonds.

Estimated Sources and Uses of Funds

The following are the estimated sources and uses of funds with respect to the Series 2008 F-1 Bonds:

SOURCES:	
Principal Amount	$
TOTAL SOURCES	$
USES:	
Refunding Fund[1]	$
Project Fund	
Reserve Fund	
Costs of Issuance[2]	
TOTAL USES	$

(1) Proceeds of the Series 2008 F-1 Bonds are being applied to a current refunding of the Refunded Bonds.
(2) Costs of issuance include rating agency, legal and financial advisory fees and printing costs and expenses; underwriters' discount; fees of the trustee; fees of the Liquidity Providers; and other miscellaneous expenses.

Other Possible Transactions

The Authority has pursued and may pursue other modifications to its outstanding debt depending on market conditions and the terms, availability and cost of bank liquidity support. On June 5, 2008 the Authority issued its $507,760,000 Series 2008-1 Bonds to refund the Authority's $500,000,000 of Bonds insured by XL Capital Corporation. Another possible transaction would amend some or all of the Authority's Standby Bond Purchase Agreements that provide liquidity support for approximately $1,883,000,000 in variable rate demand Bonds insured by Ambac to eliminate provisions that would terminate or suspend those agreements in the event of certain adverse changes in Ambac's financial condition. See "STANDBY BOND PURCHASE AGREEMENTS — Other Standby Bond Purchase Agreements." There can be no assurance that these or any similar transactions will be consummated.

Anticipated Issuances of Additional Bonds

The Authority anticipates issuing additional Bonds and Parity Obligations, in addition to the Series 2008 F-1 Bonds offered hereby, to fund capital projects under its current capital project programs at the times and in the approximate principal amounts set forth in the following table.

ANTICIPATED ISSUANCES OF ADDITIONAL BONDS AND PARITY OBLIGATIONS
($ in millions)

Fiscal Year ending June 30,	Approximate Principal Amount[1]
2011	750[2]
2012	700
2013	250
thereafter	190

(1) The net proceeds of the borrowings indicated in the table are expected to be used for capital projects.
(2) The Authority has authorized, but not executed, forward-starting interest rate swaps with an aggregate notional amount not to exceed $1.0 billion and an interest rate not to exceed 4.00% per annum.
Source: The Authority.

The principal amount of additional Bonds or Parity Obligations to be subsequently issued by the Authority and the timing of any such issuance or issuances will be determined by the Authority based on the actual costs of RM1, RM2 and Seismic Retrofit Program (which is subject to modification by the California Legislature) and the resources then available. The issuance of additional Bonds and Parity Obligations is subject to the requirements of the Indenture, but the Act does not limit the principal amount of Bonds or Parity Obligations that may be issued.

Projected Revenue, Operations & Maintenance Expenses and Debt Service Coverage

The following table sets forth projected revenues and expenditures of the Authority and projected debt service coverage for Fiscal Years ending June 30, 2008 through 2011.

The prospective financial information was not prepared with a view toward compliance with published guidelines of the United States Securities and Exchange Commission or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information.

The projections set forth below represent the Authority's forecast of future results based on information currently available to the Authority as well as estimates, trends and assumptions that are inherently subject to economic, political, regulatory, competitive and other uncertainties, all of which are difficult to predict and many of which will be beyond the control of the Authority. As a result, projected results may not be realized and actual results could be significantly higher or lower than projected. The Authority does not intend to update, or otherwise revise the financial projections or the specific portions presented to reflect circumstances existing after the date when made or to reflect the occurrence of future events, even in the event that any or all of the assumptions are shown to be in error. The projected financial information was prepared in accordance with accounting principles generally accepted in the United States of America, on a basis that is consistent with the accounting principles used in the historical financial statements.

The prospective financial information included in this Official Statement has been prepared by, and is the responsibility of, the Authority's management. PricewaterhouseCoopers LLP has neither examined, compiled nor performed any procedures with respect to the accompanying prospective financial information and, accordingly, PricewaterhouseCoopers LLP does not express an opinion or any other form of assurance with respect thereto. The PricewaterhouseCoopers LLP report included in Appendix A to this Official Statement relates to the Authority's historical financial information. It does not extend to the prospective financial information and should not be read to do so.

PROJECTED REVENUE, OPERATIONS & MAINTENANCE EXPENSES AND DEBT SERVICE COVERAGE[1]
($ in thousands)

	2007-08	2008-09	2009-10	2010-11
Bridge Toll Revenues[2]	$503,288	$504,955	$506,631	$508,316
Interest Earnings[3]	99,284	65,917	48,321	50,656
Less: Operations & Maintenance Expenses[4]	57,438	54,458	56,091	58,524
NET REVENUE	$545,133	$516,415	$498,861	$500,448
Debt Service on Bonds and Parity Obligations[5]	$245,948	$236,110	$237,518	$259,377
Debt Service Coverage[6]	2.22	2.19	2.10	1.93

(1) Assumes the current schedule for construction of capital projects and issuance of anticipated additional bonds, and makes assumptions regarding MTC Transfers.
(2) No additional toll increases are assumed. The projected Bridge Toll Revenues assume that toll paying traffic using the System Bridges will remain flat in 2007-08 and increase by 0.5% each fiscal year thereafter on all bridges except the San Francisco-Oakland Bay Bridge. Includes violation revenues and electronic tolling reimbursement from Golden Gate Bridge. See "THE BRIDGE SYSTEM — Toll Collection" and "— Motor Vehicle Traffic."
(3) Assumes average interest earnings of 3.98% in fiscal year 2007-08, 3.28% in fiscal year 2008-09, 3.98% in fiscal year 2009-10 and 4.76% in fiscal year 2010-11.
(4) Assumes annual increases in recurring expenses of 3.0%. Excludes Subordinated Maintenance Expenditures.
(5) Reflects the actual interest rates for fixed rate Bonds issued prior to the Series 2008 F-1 Bonds, assumes an interest rate per annum equal to the fixed rate payable under related interest rate swap arrangements for variable rate Bonds issued prior to the Series 2008 F-1 Bonds. For other variable rate Bonds issued prior to the Series 2008 F-1 Bonds that are not subject to an interest rate swap arrangement, assumes an average interest rate of 2.65% in fiscal year 2007-08, 2.16% in fiscal year 2008-09, 2.55% in fiscal year 2009-10, and 2.94% in fiscal year 2010-11. Assumes an average interest rate of 3.81% per annum for the Series 2008 F-1 Bonds. Assumes the issuance of additional Bonds as described under the caption "-Anticipated Issuances of Additional Bonds" above, with an assumed interest rate of 4.00% per annum for additional Bonds expected to be issued in fiscal year 2010-11. Floating rate received by the Authority under Qualified Swap Agreements is assumed to be 1.10% less than the interest cost on the related variable rate Bonds in fiscal year 2007-2008 and 0.12% less than the interest cost on the related variable rate Bonds in fiscal years 2009-2011. See APPENDIX G - "PARITY BONDS AND PARITY OBLIGATIONS." Includes ongoing credit support costs for the underlying variable rate Bonds such as liquidity provider fees, as applicable. The Authority expects debt service to increase after fiscal year 2010-11.
(6) Equals Net Revenue divided by Debt Service on Bonds and Parity Obligations.
Source: The Authority.

The levels of traffic assumed and toll revenue projected in the foregoing are based solely upon estimates and assumptions made by the Authority. Actual levels of traffic and toll revenue will differ, and may differ materially, from the levels projected. Actual interest earnings, debt service interest rates, swap revenues and operations and maintenance expenses could also differ from the forecast.

The debt service coverage ratios set forth in the foregoing table exceed the ratios required under the Indenture. The Authority is only required to satisfy the toll rate covenants set forth in the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2008 F-1 BONDS – Toll Rate Covenants" and "– Additional Bonds and Parity Obligations."

INVESTMENT PORTFOLIO

Funds of the Authority are invested with other funds of MTC pursuant to an investment policy adopted by MTC, which permits the Authority to invest in some (but not all) of the types of securities authorized by State law for the investment of funds of local agencies (California Government Code Section 53600 *et seq.*) The securities in which the Authority currently is authorized to invest include United States treasury notes, bonds and bills, bonds, notes, bills, warrants and obligations issued by agencies of the United States, bankers acceptances, corporate commercial paper of prime quality, negotiable certificates of deposit, medium term corporate notes, shares of beneficial interest in diversified management companies (mutual funds), the State's local agency investment fund, the Alameda County local agency investment fund, collateralized repurchase agreements, and other securities authorized under State law as appropriate for public fund investments and not specifically prohibited by the investment policy. The investment policy (which is subject to change in the future) does not allow investment in reverse repurchase agreements, financial futures, option contracts, mortgage interest strips, inverse floaters or securities lending or any investment that fails to meet the credit or portfolio limits of the investment policy at the time of investment.

Funds held by the Trustee under the Indenture are invested in Permitted Investments (as defined in Appendix B) by the Trustee in accordance with instructions from the Authority. The instructions from the Authority currently restrict those investments to investments permitted by the investment policy adopted by MTC described above (except that the Trustee is permitted to invest a greater percentage of funds in mutual funds and a single mutual fund than the investment policy would otherwise permit).

The Authority's primary investment strategy is to purchase investments with the intent to hold them to maturity. However, the Authority may sell an investment prior to maturity to avoid losses to the Authority resulting from further erosion of the market value of such investment or to meet operation or project liquidity needs.

The value of the various investments in the portfolio will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Further, such values may vary based on credit quality, ratings, or other factors. Therefore, the values of the various investments in the portfolio could vary significantly from the values described below. Further, the values specified in the following tables were based upon estimates of market values provided to the Authority by a third party. Accordingly, if these securities had been sold on March 31, 2008, the portfolio might not have received the values specified. In addition, funds and accounts held under the Indenture must be invested in specified permitted investments that include investment agreements and other investments not described above. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Definitions – Permitted Investments."

As of June 30, 2008, the average maturity of the investment portfolio was ___ days, with an average yield of approximately ___%.

INVESTMENT PORTFOLIO INFORMATION*
as of June 30, 2008 (Unaudited)

Investments	Percent of Portfolio	Par Value	Market Value
Cash	9%	$ 288,086,639	$ 288,086,639
U.S. Government Securities	78	2,496,400,000	2,494,187,185
Certificates of Deposit	1	25,000,000	25,000,000
Commercial Paper	0	0	0
Corporate Note	less than 1	15,000,000	15,000,000
Mutual Fund	12	370,702,366	370,702,366
State LAIF Pool	less than 1	1,452,818	1,452,818
County of Alameda Pool	less than 1	7,317,951	7,317,951
TOTAL SECURITIES	100%	$3,203,959,774	$3,201,746,958

* The investment portfolio includes other funds of MTC. However, substantially all of the funds in the investment portfolio belong to the Authority.

Source: MTC Monthly Investment Report.

RISK FACTORS

The primary source of payment for the Series 2008 F-1 Bonds is Bridge Toll Revenues. The level of Bridge Toll Revenues collected at any time is dependent upon the level of traffic on the Bridge System, which, in turn, is related to several factors, including without limitation, the factors indicated below.

Risk of Faulty Forecast

The levels of traffic assumed and toll revenue projected in the table entitled "PROJECTED REVENUE, OPERATIONS & MAINTENANCE EXPENSES AND DEBT SERVICE COVERAGE" under the caption "SUMMARY OF FINANCING PLAN – Projected Revenue, Operations & Maintenance Expenses and Debt Service Coverage" are based solely upon estimates and assumptions made by the Authority. Actual levels of traffic and toll revenue will differ, and may differ materially, from the levels projected. Actual interest earnings, debt service interest rates, swap revenues and operations and maintenance expenses could also differ from the forecast.

Risk of Earthquake

The Bay Area's historical level of seismic activity and the proximity of the Bridge System to a number of significant known earthquake faults (including most notably the San Andreas Fault and the Hayward Fault) increases the likelihood that an earthquake originating in the region could destroy or render unusable for a period of time one or more of the System Bridges, their highway approaches or connected traffic corridors, thereby interrupting the collection of Bridge Toll Revenues for an undetermined period of time.

An earthquake originating outside the immediate Bay Area could have an impact on Bridge System operations and Bridge Toll Revenues. On October 17, 1989, the San Francisco Bay Area experienced the effects of the Loma Prieta Earthquake that registered 7.1 on the Richter Scale. The epicenter of the earthquake was located in Loma Prieta about 60 miles south of the City of San Francisco in the Santa Cruz Mountains. The Loma Prieta Earthquake caused damage to the east span of the San Francisco-Oakland Bay Bridge. Caltrans made prompt repairs to the San Francisco-Oakland Bay Bridge, which was reopened to traffic within one month.

Research conducted since the 1989 Loma Prieta Earthquake by the United States Geological Survey concludes that there is a 70% probability of at least one magnitude 6.7 or greater earthquake, capable of causing wide-spread damage, striking the Bay Area before 2030. Major earthquakes may occur at any time in any part of the Bay Area. An earthquake of such magnitude with an epicenter in sufficiently close proximity to the San Francisco-Oakland Bay Bridge occurring prior to completion of the Seismic Retrofit Program would likely result in substantial damage.

The Seismic Retrofit Program is specifically intended to mitigate the risk of major damage to the System Bridges due to seismic activity by enhancing the structural integrity of the System Bridges to accommodate ground motions along the various identified faults with return periods of between 1,000 and 2,000 years. However, Caltrans currently estimates that the Seismic Retrofit Program will not be fully completed on the San Francisco-Oakland Bay Bridge until 2013. See "CAPITAL PROJECTS AND FUNDING – Seismic Retrofit Program Capital Projects." Furthermore, the completion of the Seismic Retrofit Program will not insure that one or more of the System Bridges or their highway approach routes would not be damaged, destroyed or rendered unusable for a period of time in the event of a single earthquake or a combination of earthquakes.

When large seismic events have occurred in the past, Caltrans has demonstrated an ability to quickly repair bridge structures and reestablish traffic flows. As a consequence of the 1989 Loma Prieta Earthquake, the San Francisco-Oakland Bay Bridge suffered collapse of a section of the bridge's east span upper deck. Within 30 days, two replacement deck sections were designed, ordered, fabricated, delivered and installed as part of a $8.6 million construction project. With the completion of the Seismic Retrofit Program, the need for repairs of this magnitude is expected to be greatly reduced, especially on the San Francisco-Oakland Bay Bridge and the Benicia-Martinez Bridge, both of which will be strengthened to the higher Lifeline Structure criteria. See "CAPITAL PROJECTS AND FUNDING—Ground Motions and Seismic Design Strategy for the Bridge System." However, the actual damage caused by a future seismic event could vary substantially from expectations or past experience.

Other Force Majeure Events

Operation of the Bridge System and collection of bridge tolls is also at risk from other events of force majeure, such as damaging storms, winds and floods, fires and explosions, spills of hazardous substances, strikes and lockouts, sabotage, wars, blockades and riots. The Authority cannot predict the potential impact of such events on the financial condition of the Authority or on the Authority's ability to pay the principal of and interest on the Series 2008 F-1 Bonds as and when due.

Threats and Acts of Terrorism

Caltrans and law enforcement authorities have undertaken security measures in an effort to reduce the probability that the System Bridges could be attacked by terrorists. However, such measures are not guaranteed to prevent an attack on the System Bridges. The Authority cannot predict the likelihood of a terrorist attack on any of the System Bridges or the extent of damage or vehicle traffic disruption that might result from an attack. The System Bridges are not insured against terrorist attack.

No Insurance Coverage

No business interruption insurance or any other commercially available insurance coverage is currently maintained by the Authority or Caltrans with respect to damage to or loss of use of any of the System Bridges. However, pursuant to the Cooperative Agreement the Authority currently maintains a self insurance fund. The Cooperative Agreement calls for a minimum balance of $50 million. The current balance is $300 million, which would be available for reconstruction, repair and operations in the event of damage due to a major emergency which would result in closure to traffic of a System Bridge estimated to extend more than 30 days and to exceed $10 million in cost. Such reserve is maintained pursuant to the Cooperative Agreement and upon agreement of Caltrans and the Authority may be reduced or eliminated in its entirety. Pursuant to the Cooperative Agreement, replenishment of funds used for such repairs would be made by the Authority from Bridge Toll Revenues. Moreover, the Authority expects that emergency assistance and loans from the Federal Government would be made available to the State in the event of major damage to the System Bridges caused by a major earthquake or other force majeure event.

Economic Factors

A substantial deterioration in the level of economic activity within the Bay Area could have an adverse impact upon the level of Bridge Toll Revenues collected. In addition, the occurrence of any natural catastrophe such as an earthquake may negatively affect the Bay Area economy and traffic using the Bridge System. See "—Risk of Earthquake" above. Bridge Toll Revenues may also decline due to traffic interruptions as a result of construction, greater carpooling or use of mass transit, increased costs of gasoline and of operating an automobile, more reliance on telecommuting in lieu of commuting to work, relocation of businesses to suburban locations and similar activities. RM2 includes a substantial allocation of funding for mass transit projects intended to reduce congestion in the Bridge System corridors.

Rising Tolls Could Result in Reduced Traffic and Lower Total Revenue

Since 2004, toll rates for two-axle vehicles have increased from $2.00 to $4.00. Construction delays or cost increases, particularly with respect to the work on the east span of the San Francisco-Oakland Bay Bridge, or additional new projects to be funded by the Authority, including additional seismic retrofit work on the Antioch and Dumbarton Bridges, could result in further rate increases. Such increases in the toll rates could have an adverse impact upon the level of traffic on the Bridge System and the level of Bridge Toll Revenues collected. The added cost burden of toll increases may result in greater carpooling or use of mass transit, more reliance on telecommuting in lieu of commuting to work, relocation of businesses to suburban locations and similar activities, that result in lower traffic levels. Lower traffic levels could result in lower total revenues, even though toll rates might increase. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2008 F-1 BONDS — Authority for Issuance," "— Toll Setting Authority," and "CAPITAL PROJECTS AND FUNDING - Seismic Retrofit Program Funding Sources."

Construction Delays and Cost Escalation

The Authority does not believe any decline in Bridge Toll Revenues would result solely from delays in or cancellation of any Seismic Retrofit Program or RM1 project. Delays in construction or additional cost may, however, impact the level of Bridge Toll Revenues if they are combined with, for example, reduced traffic due to increased tolls or longer periods of increased vulnerability to seismic events due to longer construction periods.

Delays in completion of RM1 or Seismic Retrofit Program projects may arise from any number of causes, including, but not limited to, adverse weather conditions, unavailability of contractors, coordination among contractors, environmental concerns, labor disputes, engineering errors or unanticipated or increased costs of construction such as labor, equipment, and materials. In addition, increased costs may also be caused by uncontrollable circumstances, acts of God, unforeseen geotechnical conditions, the presence of hazardous materials or endangered species on or near the System Bridges, or for other reasons.

Although Caltrans has made determinations of estimated costs and expected completion dates for each of the Seismic Retrofit Program projects that it believes are reasonable, the Seismic Retrofit Program contractors may not deliver the Seismic Retrofit Program projects within the anticipated time period or within budget, for a variety of reasons. Caltrans' cost estimates for the Seismic Retrofit Program were developed using available information based on the contract bid amount, contract change orders status and an assessment of project risks, including ongoing contract disputes and claims. In updating both cost estimates and schedules Caltrans has identified many risks related to design and the bidding process. Seismic construction strategies are being employed at scales never before used. As a result, there is an inherent level of uncertainty in projecting Seismic Retrofit Program costs and schedules. See "CAPITAL PROJECTS AND FUNDING—Seismic Retrofit Program Capital Projects – San Francisco-Oakland Bay Bridge–East Span."

The engineering, fabrication and construction of the self-anchored suspension superstructure of the new east span of the San Francisco-Oakland Bay Bridge present many unique challenges. Several factors could contribute to cost increases and/or construction delays for the self-anchored suspension superstructure, including (i) construction bonding and insurance market changes which may result in reduced capacity available to handle payment and performance bonding requirements and higher rates to assume risks on large complex projects; (ii) steel industry capacity and economic changes resulting in fluctuations in supply and demand impacting both domestic and international markets for steel production and steel fabrication, particularly for large scale assembly and delivery; (iii) structural design changes; (iv) technical complexity; (v) adjacent project interference; (vi) laws protecting domestic industry; (vii) disruptions in supply or the construction industry due to natural disasters; and (viii) increases in the price of oil or other energy sources.

Seismic Retrofit Program projects cost estimates have materially and substantially increased in the past and may increase again in the future. Past increases have been attributable in large part to the new east span of the San Francisco-Oakland Bay Bridge.

The original budget estimates for the Seismic Retrofit Program were established by Chapter 327, Statutes of 1997 (Senate Bill 60). The estimated cost for the Seismic Retrofit Program projects was, at the time, set at $2.620 billion. Since then, subsequent legislation has provided for increases in such estimated costs to the $8.685 billion estimate in the 2005 Legislation.

Voter Initiatives

In 1996, the voters of the State approved Proposition 218, a constitutional initiative, entitled the "Right to Vote on Taxes Act" ("Proposition 218"). Proposition 218 adds Articles XIIIC and XIIID to the California Constitution and contains a number of interrelated provisions affecting the ability of local governments, including local or regional agencies such as the Authority, to levy and collect both existing and future taxes, assessments, fees and charges. Proposition 218 requires majority voter approval for the imposition, extension or increase of general taxes and two-thirds voter approval for the imposition, extension or increase of special taxes by a local government. The Authority does not believe that the levy and collection of bridge tolls are taxes subject to the voter approval provisions of Proposition 218.

Proposition 218 also provides for broad initiative powers to reduce or repeal any local tax, assessment, fee or charge. Article XIIIC does not define the terms local "taxes," "assessment," "fee" or "charge." However, the Supreme Court of California, in the case of *Bighorn–Desert View Water Agency v. Verjil*, 39 Cal. 4th 205 (2006), held that the initiative power described in Article XIIIC applies to any local taxes, assessments, fees and charges as defined in Articles XIIIC and XIIID. Article XIIID defines "fee" or "charge" to mean a levy (other than *ad valorem* or special taxes or assessments) imposed by a local government "upon a parcel or upon a person as an incident of property ownership", including a user fee for a "property related service". However, the Court also found that the terms "fee" and "charge" in section 3 of Article XIIIC may not be subject to a "property related" qualification. The Authority does not believe that the bridge toll is a "fee" or "charge" as defined in Articles XIIID or XIIIC. If ultimately found to be applicable to the bridge tolls, the initiative power could be used to rescind or reduce the levy and collection of bridge tolls under Proposition 218. Any attempt by voters to use the initiative provisions under Proposition 218 in a manner which would prevent the payment of debt service on the Series 2008 F-1 Bonds should arguably violate the Impairment of Contract Clause of the United States Constitution and accordingly, be precluded. The Authority cannot predict the potential financial impact on the financial condition of the Authority and the Authority's ability to pay the purchase price, principal of and interest on the Series 2008 F-1 Bonds as and when due, as a result of the exercise of the initiative power under Proposition 218.

ABSENCE OF MATERIAL LITIGATION

There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to the knowledge of the Authority, threatened against the Authority in any way affecting the existence of the Authority or the titles of its officers to their respective offices or seeking to restrain or to enjoin the issuance, sale or delivery of the Series 2008 F-1 Bonds, the application of the proceeds thereof in accordance with the Indenture, the collection or application of the Bridge Toll Revenues, or the statutory lien thereon, in any way contesting or affecting the validity or enforceability of the Series 2008 F-1 Bonds, the Indenture, in any way contesting the completeness or accuracy of this Official Statement or the powers of the Authority with respect to the Series 2008 F-1 Bonds or the Indenture, or which could, if adversely decided, have a materially adverse impact on the Authority's financial position or the Authority's ability to collect Bridge Toll Revenues

TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2008 F-1 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Series 2008 F-1 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix D hereto.

To the extent the issue price of any maturity of the Series 2008 F-1 Bonds is less than the amount to be paid at maturity of such Series 2008 F-1 Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Series 2008 F-1 Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each owner thereof, is treated as interest on the Series 2008 F-1 Bonds which is excluded from gross income for federal income tax purposes and State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Series 2008 F-1 Bonds is the first price at which a substantial amount of such maturity of the Series 2008 F-1 Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Series 2008 F-1 Bonds accrues daily over the term to maturity of such Series 2008 F-1 Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Series 2008 F-1 Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Series 2008 F-1 Bonds. Owners of the Series 2008 F-1 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Series 2008 F-1 Bonds with original issue discount, including the treatment of purchasers who do not purchase such Series 2008 F-1 Bonds in the original offering to the public at the first price at which a substantial amount of such Series 2008 F-1 Bonds is sold to the public.

Series 2008 F-1 Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a purchaser's basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such purchaser. Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series 2008 F-1 Bonds. The Authority has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Series 2008 F-1 Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Series 2008 F-1 Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Series 2008 F-1 Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the Series 2008 F-1 Bonds may adversely affect the value of, or the tax status of interest on, the Series 2008 F-1 Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Series 2008 F-1 Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Series 2008 F-1 Bonds may otherwise affect a beneficial owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the beneficial owner or the beneficial owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislative proposals, clarification of the Code or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Series 2008 F-1 Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Authority, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Authority has covenanted, however, to comply with the requirements of the Code.

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. Bond Counsel is not obligated to defend the owners regarding the tax-exempt status of the Series 2008 F-1 Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the Authority and their appointed counsel, including the beneficial owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the Authority legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Series 2008 F-1 Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Series 2008 F-1 Bonds, and may cause the Authority or the beneficial owners to incur significant expense.

LEGAL MATTERS

The validity of the Series 2008 F-1 Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority. A complete copy of the proposed form of opinion of Bond Counsel is contained in Appendix D hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain legal matters will be passed upon for the Authority by its general counsel, and for the Underwriters by their counsel, Nixon Peabody LLP.

RATINGS

Series 2008 F-1 Bonds

Moody's Investors Service ("Moody's"), Standard & Poor's Ratings Services ("S&P") and Fitch Ratings ("Fitch") have assigned ratings to the Series 2008 F-1 Bonds of "Aa3," "AA" and "AA-," respectively.

Meaning of Ratings

The ratings described above reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: Fitch Ratings, One State Street Plaza, New York, New York 10004; Moody's Investors Service, Inc., 99 Church Street, New York, New York 10007; and Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., 55 Water Street, New York, New York 10041. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. Such ratings could be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of any of such ratings may have an adverse effect on the market price of the Series 2008 F-1 Bonds.

UNDERWRITING

The Authority expects to enter into a Purchase Contract (the "Purchase Contract") with respect to the Series 2008 F-1 Bonds with Merrill Lynch, Pierce, Fenner & Smith Incorporated, on behalf of itself and as the representative of Citigroup Global Markets Inc., J.P. Morgan Securities Inc., Lehman Brothers Inc., Morgan Stanley & Co. Incorporated, and Stone & Youngberg LLC (collectively, the "Underwriters") pursuant to which the Underwriters will agree, subject to conditions, to purchase the Series 2008 F-1 Bonds for reoffering, at a purchase price of $____________, which represents the aggregate principal amount of the Series 2008 F-1 Bonds less an underwriters' discount of $____________.

The Underwriters will purchase all of the Series 2008 F-1 Bonds if any are purchased. The Underwriters will agree to make a public offering of the Series 2008 F-1 Bonds at par at the prices or yields shown in the SUMMARY OF OFFERING on the inside cover hereof.

FINANCIAL ADVISOR

The Authority has retained Public Financial Management Inc., San Francisco, California, as financial advisor (the "Financial Advisor") in connection with the issuance of the Series 2008 F-1 Bonds. The Financial Advisor has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement.

RELATIONSHIP OF CERTAIN PARTIES

JPMorgan Chase is a party to all of the Standby Bond Purchase Agreements and has entered into Qualified Swap Agreements with the Authority. J.P. Morgan Securities Inc. is expected to be an underwriter with respect to Series 2008 F-1 Bonds. J.P. Morgan Securities Inc. and JPMorgan Chase Bank, National Association are affiliated and are subsidiaries of JPMorgan Chase & Co. Citibank, N.A. is a party to all but one of the Standby Bond Purchase Agreements and has entered into Qualified Swap Agreements with the Authority. Citigroup Global Markets Inc. is expected to be an underwriter with respect to Series 2008 F-1 Bonds. Citigroup Global Markets Inc. and Citibank, N.A. are affiliated and are subsidiaries of Citigroup Inc. Morgan Stanley Capital Services Inc. has entered into a Qualified Swap Agreement with the Authority. Morgan Stanley & Co. Incorporated is expected to be an underwriter with respect to Series 2008 F-1 Bonds. Morgan Stanley Capital Services Inc. and Morgan Stanley & Co. Incorporated are affiliated and are subsidiaries of Morgan Stanley.

RM1, RM2 and the Seismic Retrofit Program and related activities, including the sale of the Series 2008 F-1 Bonds, have been made possible, in part, by hiring underwriters, remarketing agents, broker-dealers, bond insurers, reserve surety providers, liquidity providers and interest rate swap counterparties to assist the Authority. Certain of these entities or their affiliates have and continue to participate in more than one capacity in financings for the Authority.

FINANCIAL STATEMENTS

Audited financial information relating to the Authority is included in the MTC's Financial Statements For Years Ended June 30, 2007 and 2006. MTC's Financial Statements For Years Ended June 30, 2007 and 2006 are included as part of Appendix A. The MTC does not prepare separate financial statements for the Authority. The Authority represents that there has been no material adverse change in its financial position since June 30, 2007.

INDEPENDENT ACCOUNTANTS

The financial statements of MTC as of June 30, 2007 and 2006 and for each of the two years in the period ended June 30, 2007, included in Appendix A in this Official Statement, have been audited by PricewaterhouseCoopers LLP, independent accountants, as stated in their report appearing in Appendix A.

CONTINUING DISCLOSURE

The Authority has covenanted for the benefit of the Owners and Beneficial Owners of the Series 2008 F-1 Bonds to cause to be provided annual reports to each nationally recognized municipal securities information repository or the Municipal Securities Rulemaking Board and any public or private repository or entity designated by the State as a state repository (each a "Repository") for purposes of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (the "Rule"), including its audited financial statements and operating and other information as described in the Continuing Disclosure Agreement. Pursuant to such undertakings, the Authority will provide an annual report to each Repository not later than nine (9) months after the end of the Authority's fiscal year (presently June 30), commencing with the report for fiscal year ending June 30, 2008.

The Authority has also covenanted to provide, or cause to be provided, to each Repository in a timely manner notice of the following "Listed Events" if determined by the Authority to be material: (1) principal and interest payment delinquencies, (2) non-payment related defaults, (3) unscheduled draws on the debt service reserves reflecting financial difficulties, (4) unscheduled draws on credit enhancements reflecting financial difficulties, (5) substitution of credit or liquidity providers, or their failure to perform, (6) adverse tax opinions or events adversely affecting the tax-exempt status of any Bonds, (7) modifications to rights of Owners of any Bonds, (8) optional, contingent or unscheduled bond calls, (9) defeasances, (10) release, substitution or sale of property securing repayment of any Bonds and (11) rating changes. The Authority has never failed to comply in all material respects with any previous undertakings with regard to the Rule to provide annual reports or notices of material events. See APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT."

MISCELLANEOUS

This Official Statement is not to be construed as a contract or agreement between the Authority and holders of any of the Series 2008 F-1 Bonds. All quotations from and summaries and explanations of the Indenture, and of other statutes and documents contained herein, do not purport to be complete, and reference is made to said documents and statutes for full and complete statements of their provisions.

Any statements in this Official Statement involving matters of opinion are intended as such and not as representations of fact.

The execution and delivery of this Official Statement by an authorized officer of the Authority has been duly authorized by the Authority.

BAY AREA TOLL AUTHORITY

By: ______________________________
Authorized Officer

APPENDIX A

METROPOLITAN TRANSPORTATION COMMISSION
FINANCIAL STATEMENTS
FOR YEARS ENDED JUNE 30, 2007 AND 2006

APPENDIX B

DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

APPENDIX C

BOOK-ENTRY ONLY SYSTEM

The following information concerning The Depository Trust Company ("DTC") and DTC's book-entry system has been obtained from sources that the Authority and the Underwriters believe to be reliable, but neither the Authority nor the Underwriters take responsibility for the accuracy thereof. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in this Official Statement and in APPENDIX B – "Definitions and Summary of Certain Provisions of the Indenture."

DTC will act as securities depository for the Series 2008 F-1 Bonds. The Series 2008 F-1 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2008 F-1 Bond certificate will be issued for each maturity of each Series of the Series 2008 F-1 Bonds, in the aggregate principal amount of such Series, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non–U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post–trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book–entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non–U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly–owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation, ("NSCC," "FICC," and "EMCC," also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2008 F-1 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2008 F-1 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2008 F-1 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2008 F-1 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2008 F-1 Bonds, except in the event that use of the book-entry system for the Series 2008 F-1 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2008 F-1 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co, or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2008 F-1 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2008 F-1 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2008 F-1 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. The Authority and the Trustee will not have any responsibility or obligation to such DTC Participants or the persons for whom they act as nominees with respect to the Series 2008 F-1 Bonds.

Redemption notices shall be sent to DTC. If less than all of the Series 2008 F-1 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2008 F-1 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2008 F-1 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Series 2008 F-1 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on each payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any and interest to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2008 F-1 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2008 F-1 Bonds are required to be printed and delivered as described in the Indenture.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered.

No Assurance Regarding DTC Practices

AS LONG AS CEDE & CO. OR ITS SUCCESSOR IS THE REGISTERED HOLDER OF THE SERIES 2008 F-1 BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE REGISTERED HOLDERS OF THE SERIES 2008 F-1 BONDS SHALL MEAN CEDE & CO., AS AFORESAID, AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2008 F-1 BONDS. ANY FAILURE OF DTC TO ADVISE ANY PARTICIPANT, OR OF ANY PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTEXT OR EFFECT WILL NOT AFFECT THE VALIDITY OR SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE SERIES 2008 F-1 BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE. Each person for whom a Participant acquires an interest in the Series 2008 F-1 Bonds, as nominee, may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant, and may desire to make arrangements with such Participant to have all notices of redemption or other communications to DTC, which may affect such person, forwarded in writing by such Participant and to receive notification of all interest payments.

NONE OF THE AUTHORITY, THE TRUSTEE OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION WITH RESPECT TO THE PAYMENTS TO THE DIRECT PARTICIPANTS, ANY INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS, THE SELECTION OF THE BENEFICIAL INTERESTS IN THE SERIES 2008 F-1 BONDS TO BE REDEEMED IN THE EVENT OF REDEMPTION OF LESS THAN ALL SERIES 2008 F-1 BONDS OF A PARTICULAR MATURITY OR THE PROVISION OF NOTICE TO THE DIRECT PARTICIPANTS, ANY INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO THE SERIES 2008 F-1 BONDS. NO ASSURANCE CAN BE GIVEN BY THE AUTHORITY, THE TRUSTEE OR THE UNDERWRITER THAT DTC, DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS OR OTHER NOMINEES OF THE BENEFICIAL OWNERS WILL MAKE PROMPT TRANSFER OF PAYMENTS TO THE BENEFICIAL OWNERS, THAT THEY WILL DISTRIBUTE NOTICES, INCLUDING REDEMPTION NOTICES (REFERRED TO ABOVE), RECEIVED AS THE REGISTERED OWNER OF THE SERIES 2008 F-1 BONDS TO THE BENEFICIAL OWNERS, THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

In the event the Authority or the Trustee determines not to continue the book-entry system or DTC determines to discontinue its services with respect to the Series 2008 F-1 Bonds, and the Authority does not select another qualified securities depository, the Authority shall deliver one or more Series 2008 F-1 Bonds in such principal amount or amounts, in authorized denominations, and registered in whatever name or names, as DTC shall designate. In such event, transfer and exchanges of Series 2008 F-1 Bonds will be governed by the provisions of the Indenture.

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

[Closing Date]

Bay Area Toll Authority
Oakland, California

Bay Area Toll Authority
San Francisco Bay Area Toll Bridge Revenue Bonds, 2008 Series F-1
(Final Opinion)

Ladies and Gentlemen:

We have acted as bond counsel to the Bay Area Toll Authority (the "Issuer") in connection with issuance of $______________* aggregate principal amount of Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds, 2008 Series F-1 (the "Bonds"), issued pursuant to a Master Indenture, dated as of May 1, 2001, as previously supplemented and as supplemented by an Eleventh Supplemental Indenture, dated as of July 1, 2008 (hereinafter collectively referred to as the "Indenture"), between the Issuer and Union Bank of California, N.A., as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

In such connection, we have reviewed the Indenture, the Tax Certificate of the Issuer, dated the date hereof (the "Tax Certificate"), opinions of counsel to the Issuer and the Trustee, certificates of the Issuer, the Trustee, and others, 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, regulations, rulings 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. Accordingly, this opinion speaks only as of its date and is not intended to, and may not, be relied upon in connection with any such actions, events or matters. Our engagement with respect to the Bonds has concluded with their issuance, 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 as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Issuer. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture and the Tax Certificate, including, without limitation, covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest on the Bonds to be included in gross income for federal income tax purposes. We call attention to the fact that the rights and obligations under the Bonds, the Indenture and the Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of

* Preliminary, subject to change.

judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the assets described in or as subject to the lien of the Indenture or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement, dated _______________, 2008, or other offering material relating to the Bonds and express no opinion with respect thereto.

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

1. The Bonds constitute the valid and binding special obligations of the Issuer.

2. The Indenture has been duly executed and delivered by, and constitutes the valid and binding obligation of, the Issuer.

3. Interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. Interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although we observe that interest on the Bonds is included in adjusted current earnings when calculating corporate alternative minimum taxable income. We express no opinion regarding other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds.

Faithfully yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

per

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

$____________
BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS
2008 SERIES F-1

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "**Disclosure Agreement**") is executed and delivered by the Bay Area Toll Authority (the "**Authority**") and Union Bank of California, N.A., as dissemination agent (the "**Dissemination Agent**") in connection with the issuance of the Authority's $____________ San Francisco Bay Area Toll Bridge Revenue Bonds, 2008 Series F-1 (the "**Bonds**"). The Bonds are being issued pursuant to a Master Indenture dated as of May 1, 2001, by and between the Authority and Union Bank of California, N.A., as trustee (the "**Trustee**"), as previously supplemented and as supplemented by the Eleventh Supplemental Indenture relating to the Bonds dated as of July 1, 2008, by and between the Authority and the Trustee (collectively, the "**Indenture**").

The Authority and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of this Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Authority for the benefit of the holders and beneficial owners of the Bonds and to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"**Annual Report**" means any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"**Central Post Office**" means the Internet-based filing system currently located at www.DisclosureUSA.org, or such other similar filing system approved by the Securities and Exchange Commission.

"**Counsel**" means any nationally recognized bond counsel or counsel expert in federal securities laws.

"**Dissemination Agent**" means Union Bank of California, N.A., or any successor Dissemination Agent designated in writing by the Authority and which has filed with the Authority and the Trustee a written acceptance of such designation.

"**Listed Events**" means any of the events listed in Section 5(a) of this Disclosure Agreement.

"**National Repository**" shall mean the repositories designated by the Securities and Exchange Commission from time to time for purposes of the Rule (as defined below). Information regarding the

National Repositories as of a particular date is available on the Internet at www.sec.gov/info/municipal/nrmsir.htm.

"**Official Statement**" means the Official Statement dated __________, 2008, relating to the Bonds.

"**Participating Underwriters**" means Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co. Incorporated, Citigroup Global Markets Inc., J.P. Morgan Securities Inc., Lehman Brothers Inc., [Stone & Youngberg LLC, Banc of America Securities LLC, Bear, Stearns & Co. Inc., E. J. De La Rosa & Co., Inc., First Albany Capital Inc., Goldman, Sachs & Co., and Siebert Brandford Shank & Co., LLC.]

"**Repository**" means each National Repository and each State Repository.

"**Rule**" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"**State Repository**" means any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Agreement, there is no State Repository. Information regarding the State Repositories as of a particular date is available on the Internet at www.sec.gov/info/municipal/nrmsir.htm#state.

Section 3. Provision of Annual Reports.

(a) The Authority shall provide, or shall cause the Dissemination Agent to provide, to each Repository (or to the Central Post Office pursuant to (e) below) an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement by not later than 270 days after the end of the Authority's fiscal year in each year commencing with the report for 2007-08 fiscal year. Not later than fifteen Business Days prior to said date, the Authority shall provide the Annual Report to the Dissemination Agent (if other than the Authority). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Authority's fiscal year changes, the Authority, upon becoming aware of such change, shall give notice of such change in the same manner as for a Listed Event under Section 5(f).

(b) If by fifteen Business Days prior to the date specified in subsection (a) for providing the Annual Report to the Repositories, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Authority to determine if the Authority is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to each Repository by the date required in subsection (a), the Dissemination Agent shall provide to (i) each National Repository or the Municipal Securities Rulemaking Board and (ii) each appropriate State Repository (with a copy to the Trustee) a notice, in substantially the form attached as Exhibit A hereto. In lieu of filing the notice as described in the preceding sentence, the Authority or the Dissemination Agent may file such notice solely with the Central Post Office.

(d) The Dissemination Agent shall, unless the Authority has done so pursuant to Section 3(a) above:

(i) Determine the name and address of each National Repository and each State Repository, if any, each year prior to the date for providing the Annual Report; and

(ii) If the Dissemination Agent is other than the Authority, file a report with the Authority certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all of the Repositories to which it was provided.

(e) In lieu of filing the Annual Report with each Repository in accordance with the paragraph (a) of this Section 3, the Authority or the Dissemination Agent may file such Annual Report solely with the Central Post Office.

Section 4. Content of Annual Reports. The Annual Report(s) shall contain or include by reference the following information:

(a) Audited financial statements of the Authority for the prior Fiscal Year (which may be a component of the financial statements of the Metropolitan Transportation Commission), prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, provided that if the audited financial statements of the Authority are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available; and

(b) To the extent not contained in the audited financial statements filed pursuant to the preceding subsection (a) by the date required by Section 3 hereof, an update of (i) the table entitled "BRIDGE SYSTEM TOLL RATES" set forth in the Official Statement under the caption "THE BRIDGE SYSTEM – Toll Rates;" (ii) the table entitled "TOTAL TOLL-PAYING MOTOR VEHICLE TRAFFIC" set forth in the Official Statement under the caption "THE BRIDGE SYSTEM – Motor Vehicle Traffic;" and (iii) the table entitled "BRIDGE SYSTEM Historical Revenue, Expenditures and Debt Service Coverage" set forth in the Official Statement under the caption "THE BRIDGE SYSTEM — Historical Revenue, Expenditures and Debt Service Coverage."

Any or all of the items above may be included by specific reference to other documents, including official statements of debt issues of the Authority or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Authority shall clearly identify each such other document so included by reference.

The Trustee and the Dissemination Agent shall have no responsibility for the content of the Annual Report, or any part thereof.

Each Annual Report shall state on the cover that it is being filed with respect to the Bonds.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions or events affecting the tax-exempt status of the security;

(vii) Modifications to rights of security holders;

(viii) Bond calls;

(ix) Defeasances;

(x) Release, substitution or sale of property securing repayment of the Bonds; and

(xi) Rating changes.

(b) The Trustee shall promptly advise the Authority at its notice address in this Disclosure Agreement whenever, in the course of performing its duties as Trustee under the Indenture, the Trustee has actual notice of an occurrence of a Listed Event and request that the Authority promptly notify the Trustee in writing whether to report the event pursuant to subsection (f) of this Section 5.

(c) Whenever the Authority obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Trustee pursuant to subsection (b) or otherwise, the Authority shall determine as soon as possible if such event would constitute material information for holders of Bonds within the meaning of the federal securities laws.

(d) If the Authority has determined that knowledge of the occurrence of a Listed Event would be material, the Authority shall notify the Trustee promptly in writing. Such notice shall instruct the Trustee to report the occurrence pursuant to subsection (f).

(e) If in response to a request under subsection (b), the Authority determines that the Listed Event would not be material, the Authority shall so notify the Trustee in writing and instruct the Trustee not to report the occurrence pursuant to subsection (f).

(f) If the Trustee has been instructed by the Authority to report the occurrence of a Listed Event, the Trustee shall file or request the Dissemination Agent (if other than the Trustee) to file a notice of such occurrence with (i) each National Repository or the Municipal Securities Rulemaking Board and (ii) each appropriate State Repository. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(viii) and (ix) of this Section 5 need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the holders of affected Bonds pursuant to the Indenture and notice of any other Listed Event is only required following the actual occurrence of the Listed Event. In lieu of filing the notice of Listed Event in accordance with the first sentence of this subsection (f), the Authority or the Dissemination Agent may file such notice of a Listed Event solely with the Central Post Office.

(g) The Trustee may conclusively rely on an opinion of Counsel that the Authority's instructions to the Trustee under this Section 5 comply with the requirements of the Rule.

Section 6. Termination of Reporting Obligation.

(a) The Authority's obligations under this Disclosure Agreement shall terminate upon a legal defeasance, prior redemption or payment in full of all of the Bonds. In addition, the Dissemination Agent's obligations hereunder shall terminate upon its resignation or removal as Trustee in accordance herewith.

(b) This Disclosure Agreement, or any provision hereof, shall be null and void in the event that the Authority (i) delivers to the Trustee an opinion of Counsel, addressed to the Authority and the Trustee, to the effect that those portions of the Rule which require this Disclosure Agreement, or any of the provisions hereof, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion, and (ii) delivers copies of such opinion to the Dissemination Agent (if other than the Trustee) for delivery to each Repository.

Section 7. Dissemination Agent. From time to time, the Authority may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agents with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. The initial Dissemination Agent shall be the Trustee.

Section 8. Amendment Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Authority may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may be made only in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) The undertakings herein, as proposed to be amended or waived, in the opinion of Counsel, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) in the opinion of the Trustee or Counsel, does not materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Authority shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Authority to comply with any provision of this Disclosure Agreement, any holder or beneficial owner of the Bonds or the Trustee may (and, at the request of any Participating Underwriter or the holders of at least 25% aggregate principal amount of Outstanding Bonds, the Trustee shall) take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Authority to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Use of Central Post Office. The Authority and the Dissemination Agent may satisfy their respective obligations hereunder to file any notice, document or information with a National Repository or State Repository by filing the same with any agent which is responsible for accepting notice, documents or information for transmission to such National Repository or State Repository, to the extent permitted by the Securities and Exchange Commission or its staff, including the Central Post Office. For this purpose, permission shall be deemed to have been granted by the staff of the SEC if and to the extent the Central Post Office has received an interpretive letter, which has not been revoked, from the SEC staff to the effect that using the Central Post Office to transmit information to the National Repositories and the State Repositories will be treated for purposes of the Rule as if such information were transmitted directly to the National Repositories and the State Repositories.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Authority agrees to indemnify and hold harmless the Dissemination Agent, its officers, directors, employees and agents, against any loss, expense and liabilities which the Dissemination Agent may incur arising out of or in the exercise or performance of its powers end duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Authority under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall not be required to consent to any amendment that would impose any greater duties or risk of liability on the Dissemination Agent. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach of this Disclosure Agreement.

Section 13. Notices. Any notices given hereunder shall be given in writing at the addresses (including the facsimile numbers) set forth below:

If to the Authority:	Bay Area Toll Authority 101 Eighth Street Oakland, California 94607 Attention: Chief Financial Officer Phone: (510) 817-5730 Fax: (510) 817-5934
If to the Trustee/Dissemination Agent:	Union Bank of California, N.A. 350 California Street, 11th Floor San Francisco, California 94104 Attention: Corporate Trust Department Phone: (415) 273-2518 Fax: (415) 273-2492

Section 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Authority, the Trustee, the Dissemination Agent, the Participating Underwriters and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: July __, 2008

BAY AREA TOLL AUTHORITY

By: ______________________________
Chief Financial Officer

The undersigned hereby agrees to act as Dissemination Agent pursuant to the foregoing Disclosure Agreement.

UNION BANK OF CALIFORNIA, N.A.,
as Dissemination Agent

By: ______________________________ By: ______________________________
Its: ______________________________ Its: ______________________________

ACKNOWLEDGED:

UNION BANK OF CALIFORNIA, N.A.,
as Trustee

By: ______________________________ By: ______________________________
Its: ______________________________ Its: ______________________________

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE DISCLOSURE REPORT

Name of Issuer:

Bay Area Toll Authority

Name of Bond Issue:

San Francisco Bay Area Toll Bridge Revenue Bonds 2008 Series F-1

Date of Issuance: July ___, 2008

NOTICE IS HEREBY GIVEN to [(i) each National Repository or the Municipal Securities Rulemaking Board and (ii) each appropriate State Repository] [the Central Post Office and the Municipal Securities Rulemaking Board] that the Authority has not provided an annual Disclosure Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated as of July ___, 2008, by the Authority and Union Bank of California, N.A., as Dissemination Agent. The Authority anticipates that the annual Disclosure Report will be filed by ________________.

Dated: ___________________

UNION BANK OF CALIFORNIA, N.A., as Dissemination Agent

By: ______________________________________

Its: ______________________________________

APPENDIX F

REGIONAL MEASURE 2 PROJECTS*

RM2 Project	Authorized Amounts
BART/MUNI Connection at Embarcadero and Civic Center Stations	$ 3,000,000
MUNI Metro Third Street Light Rail Line	30,000,000
MUNI Waterfront Historic Streetcar Expansion	10,000,000
East to West Bay Commuter Rail Service over the Dumbarton Rail Bridge	135,000,000
Vallejo Station	28,000,000
Solano County Express Bus Intermodal Facilities	20,000,000
Solano County Corridor Improvements near Interstate 80/Interstate 680 Interchange	100,000,000
Interstate 80: Eastbound High-Occupancy Vehicle (HOV) Lane Extension from Route 4 to Carquinez Bridge	50,000,000
Richmond Parkway Transit Center	16,000,000
Sonoma-Marin Area Rail Transit District (SMART) Extension to Larkspur or San Quentin	35,000,000
Greenbrae Interchange/Larkspur Ferry Access Improvements	65,000,000
Direct High-Occupancy Vehicle (HOV) lane connector from Interstate 680 to the Pleasant Hill or Walnut Creek BART Stations	15,000,000
Rail Extension to East Contra Costa/E-BART	96,000,000
Capital Corridor Improvements in Interstate 80/Interstate 680 Corridor	25,000,000
Central Contra Costa Bay Area Rapid Transit (BART) Crossover	25,000,000
Regional Express Bus North	20,000,000
TransLink	22,000,000
Real-Time Transit Information	20,000,000
Safe Routes to Transit	22,500,000
BART Tube Seismic Strengthening	81,000,000
Transbay Terminal/Downtown Caltrain Extension	150,000,000
Oakland Airport Connector	68,000,000
AC Transit Enhanced Bus-Phase 1 on Telegraph Avenue, International Boulevard, and East 14th Street	65,000,000
Commute Ferry Service for Alameda/Oakland/Harbor Bay	12,000,000
Commute Ferry Service for Berkeley/Albany	12,000,000
Commute Ferry Service for South San Francisco	12,000,000
Water Transit Facility Improvements, Spare Vessels, and Environmental Review Costs	48,000,000
Regional Express Bus Service for San Mateo, Dumbarton, and San Francisco-Oakland Bay Bridge Corridors	22,000,000
I-880 North Safety Improvements	10,000,000
BART Warm Springs Extension	95,000,000
I-580 (Tri Valley) Rapid Transit Corridor Improvements	65,000,000
Regional Rail Master Plan	6,500,000
Integrated Fare Structure Program	1,500,000
Transit Commuter Benefits Promotion	5,000,000
Caldecott Tunnel Improvements	50,500,000
BART Transit Capital Match	24,000,000
TOTAL	$1,465,000,000

* RM2 also authorizes $50 million for the construction of the Benicia-Martinez Bridge in addition to amounts authorized under RM1, bringing the total project authorizations under RM2 to $1.515 billion.

APPENDIX G

PARITY BONDS AND PARITY OBLIGATIONS

As of May 1, 2008 there are currently outstanding $4,320,630,000 principal amount of Bonds secured on a parity with the Series 2008 F-1 Bonds as indicated below. See "SUMMARY OF FINANCING PLAN" for information concerning the use of proceeds of the Series 2008 F-1 Bonds to refund certain outstanding Bonds.

Bonds	Outstanding Principal Amount	Interest Rate
San Francisco Bay Area Toll Bridge Revenue Bonds, 2001 Series A, 2001 Series B and 2001 Series C (the "Series 2001 Variable Rate Bonds")	$300,000,000	Variable
San Francisco Bay Area Toll Bridge Revenue Bonds, 2001 Series D (the "Series 2001 Fixed Rate Bonds," and together with the Series 2001 Variable Rate Bonds, the "Series 2001 Bonds")	$20,560,000	Fixed
San Francisco Bay Area Toll Bridge Revenue Bonds, 2003 Series A, 2003 Series B and 2003 Series C (the "Series 2003 Bonds")	$295,400,000	Variable
San Francisco Bay Area Toll Bridge Revenue Bonds, 2004 Series A, 2004 Series B and 2004 Series C (the "Series 2004 Bonds")	$295,020,000	Variable
San Francisco Bay Area Toll Bridge Revenue Bonds, 2006 Series A-1, 2006 Series A-2, 2006 Series A-3, 2006 Series B-1, 2006 Series B-2, 2006 Series C, 2006 Series D-1, 2006 Series D-2, 2006 Series D-3, 2006 Series E-1 and 2006 Series E-2 (the "Series 2006A-E Bonds")	$1,000,000,000	Variable
San Francisco Bay Area Toll Bridge Revenue Bonds, 2006 Series F (the "Series 2006F Bonds")	$1,099,090,000	Fixed
San Francisco Bay Area Toll Bridge Revenue Bonds, 2007 Series A-1, 2007 Series B-1, 2007 Series C-1, 2007 Series D-1, 2007 Series E-1, 2007 Series E-2, 2007 Series G-1 (the "Series 2007 A-E and G Bonds")	$500,000,000	Variable
San Francisco Bay Area Toll Bridge Revenue Bonds, 2007 Series F (the "Series 2007F Bonds" and with the Series 2007A-E and G Bonds, the "Series 2007-1 Bonds")	$310,560,000	Fixed
San Francisco Bay Area Toll Bridge Revenue Bonds, 2007 Series A-2, 2007 Series B-2, 2007 Series C-2, 2007 Series D-2, 2007 Series E-3, 2007 Series G-2 and 2007 Series G-3 (the "Series 2007-2 Bonds")	$500,000,000	Variable
TOTAL	$4,320,630,000	

In addition to its outstanding Bonds, the Authority has Parity Obligations outstanding, including the payment obligations under Qualified Swap Agreements listed below. Termination payments and payments of fees and expenses under the Qualified Swap Agreements are Subordinate Obligations and not Parity Obligations.

Qualified Swap Agreements

Counterparty	Relating to	Notional Amount	Rate Paid by Authority	Rate Received by Authority
Ambac Financial Services, LLC	Series 2001 Variable Rate Bonds	$75,000,000, amortizing to $0 by April 1, 2025	4.11% per annum	A floating per annum rate based on 65% of the one-month LIBOR index[(1)]
Ambac Financial Services, LLC	Series 2001 Variable Rate Bonds	$75,000,000, amortizing to $0 by April 1, 2029	4.12% per annum	A floating per annum rate based on 65% of the one-month LIBOR index[(1)]
Citigroup Global Markets Inc.	Series 2001 Variable Rate Bonds	$75,000,000, amortizing to $0 by April 1, 2036	4.10% per annum	A floating per annum rate based on 65% of the one-month LIBOR index[(1)]
Morgan Stanley Capital Services Inc.	Series 2001 Variable Rate Bonds	$75,000,000, amortizing to $0 by April 1, 2036	4.09% per annum	A floating per annum rate based on 65% of the one-month LIBOR index[(1)]
Ambac Financial Services, LLC	Series 2003 Bonds	$197,000,000, amortizing to $0 by April 1, 2038	4.139% per annum	A floating per annum rate based on 65% of the one-month LIBOR index[(1)]
Ambac Financial Services, LLC	Series 2004 Bonds	$295,020,000, amortizing to $0 by April 1, 2039	3.4155% per annum	A floating per annum rate based on 54% of the one-month LIBOR index[(1)] plus 0.54%
Ambac Financial Services, LLC	Series 2006A-E Bonds	$500,000,000 amortizing to $0 by April 1, 2045	3.6468% per annum	A floating per annum rate based on 68% of the one-month LIBOR index[(1)]
Bank of America, N.A.	Series 2006A-E Bonds[(2)]	$30,000,000 amortizing to $0 by April 1, 2045	3.633% per annum	A floating per annum rate based on 68% of the one-month LIBOR index[(1)]
Citibank, N.A.	Series 2006A-E Bonds[(2)]	$225,000,000 amortizing to $0 by April 1, 2045	3.6375% per annum	A floating per annum rate based on 53.80% of the one-month LIBOR index[(1)] plus 0.74%
JPMorgan Chase Bank, N.A.	Series 2006A-E Bonds[(2)]	$245,000,000 amortizing to $0 by April 1, 2045	4.00% per annum	A floating per annum rate based on 67.8% of the ten-year LIBOR CMS[(3)]
Ambac Financial Services, LLC	Series 2007 A-G & Series 2007-2 Bonds	$420,000,000 amortizing to $0 by April 1, 2047	Effective on November 1, 2007, 3.6407% per annum	Effective on November 1, 2007, a floating per annum rate based on 68% of the one-month LIBOR index[(1)]
Bank of America, N.A.	Series 2007-2 Bonds	$50,000,000 amortizing to $0 by April 1, 2047	Effective on November 1, 2007, 3.6255% per annum	Effective on November 1, 2007, a floating per annum rate based on 68% of the one-month LIBOR index[(1)]
Citibank, N.A.	Series 2007 A-G Bonds	$260,000,000 amortizing to $0 by April 1, 2047	Effective on November 1, 2007, 3.636% per annum	Effective on November 1, 2007, a floating per annum rate based on 53.8% of the one-month LIBOR index[(1)] plus 0.74%
JPMorgan Chase Bank, N.A.	Series 2007 A-G & Series 2007-2 Bonds	$270,000,000 amortizing to $0 by April 1, 2046	Effective on November 1, 2007, 4.00% per annum	Effective on November 1, 2007, a floating per annum rate based on 69.33% of the five-year LIBOR CMS[(4)]

(1) Defined, generally, as the rate for United States dollar denominated deposits in the Eurodollar interbank market with a designated maturity of one-month as quoted in a source nominated by the British Bankers' Association.

(2) Upon refunding of the Series 2006 A-E Bonds insured by XL Capital with the proceeds of the Series 2008 F-1 Bonds, these swaps will relate to the Series 2008 F-1 Bonds.

(3) Amended on 6/1/06 from 75.105% one month LIBOR; swap mode is in 2 legs, converts back to 75.105% one month LIBOR on 4/1/2036.

(4) Amended on 6/1/06 from 75.08% one month LIBOR; swap mode is in 2 legs, converts back to 75.08% one month LIBOR on 4/1/2041.

Standby Bond Purchase Agreements

The Authority has entered into Standby Bond Purchase Agreements with various banks under which banks may purchase outstanding Variable Rate Demand Bonds. Bonds so held by the banks will continue to be Bonds under the Indenture payable on a parity basis with other Bonds. Fees and other payments due to the banks are not Parity Obligations.

JPMorgan Chase is the agent for all of the liquidity providers under each of the Standby Bond Purchase Agreements.

One of the Standby Bond Purchase Agreements is dated as of October 1, 2004, and provides for liquidity support until October 5, 2011, for the Authority's Variable Rate Demand Bonds, 2001 Series B, 2001 Series C and 2004 Series A and until October 5, 2015 for the Authority's Variable Rate Demand Bonds, 2001 Series A, 2003 Series C, 2004 Series B, and 2004 Series C. The liquidity providers are JPMorgan Chase, Dexia Credit Local, acting through its New York Agency ("Dexia"), Lloyds TSB Bank PLC, acting through its New York Branch ("Lloyds"), Bayerische Landesbank, acting through its New York Branch, Landesbank Hessen-Thuringen Girozentrale, acting through its New York Branch, and Landesbank Baden-Wurttemberg, acting through its New York Branch.

Another of the Standby Bond Purchase Agreements is dated as of February 1, 2006, and provides for liquidity support until February 8, 2013, for the Authority's Variable Rate Demand Bonds, 2006 Series A-1, 2006 Series B-1 and 2006 Series C. The liquidity providers are JPMorgan Chase, Citibank, Dexia and Lloyds.

Another of the Standby Bond Purchase Agreements is dated as of May 1, 2007, and provides for liquidity support until May 15, 2014, for the Authority's Variable Rate Demand Bonds, 2007 Series A-1, 2007 Series B-1, 2007 Series C-1 and Series 2007 G-1. The liquidity providers are JPMorgan Chase, Citibank, Dexia and Lloyds.

Another of the Standby Bond Purchase Agreements is dated as of October 1, 2007, and provides for liquidity support until October 24, 2014, for the Authority's Variable Rate Demand Bonds, 2007 Series A-2, 2007 Series B-2, 2007 Series C-2, 2007 Series D-2, 2007 Series E-3, 2007 Series G-2 and 2007 Series G-3. The liquidity providers are JPMorgan Chase, Citibank, Bank of America, Dexia, Lloyds and Calyon, acting through its New York Branch.

Another of the Standby Bond Purchase Agreements is dated as of June 1, 2008, and provides liquidity support until June 4, 2009, for the Authority's Variable Rate Demand Bonds, 2008 Series A-1. The liquidity provider is Citibank, N.A.

Another of the Standby Bond Purchase Agreements is dated as of June 1, 2008, and provides liquidity support until June 4, 2011, for the Authority's Variable Rate Demand Bonds, 2008 Series B-1, C-1, D-1, E-1 and G-1. The liquidity providers are Bank of America, N.A. and BNP Paribas, acting through its San Francisco branch.

Some or all of such Standby Bond Purchase Agreements could soon be replaced. See "SUMMARY OF FINANCING PLAN — Other Possible Transactions."

APPENDIX H

PROJECTED DEBT SERVICE SCHEDULE

The table below shows the projected annual debt service requirements for the Authority's outstanding Bonds and the Series 2008 F-1 Bonds.

Fiscal Year Ending (June 30)	Outstanding Prior Bonds Debt Service(1)	Refunded Bonds Debt Service(2)	Series 2008 F-1 Bonds Debt Service		Total
			Principal	Interest(3)	
2009					
2010					
2011					
2012					
2013					
2014					
2015					
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					

Fiscal Year Ending (June 30)	Outstanding Prior Bonds Debt Service[1]	Refunded Bonds Debt Service[2]	Series 2008 F-1 Bonds Debt Service		Total
			Principal	Interest[3]	
2043					
2044					
2045					
2046					
2047					
TOTAL					

(1) Assumes an interest rate of 4.53% per annum for the Series 2001 Variable Rate Bonds (based on interest rate swap arrangements and, inclusive of liquidity facility and remarketing fees and expenses), the actual interest rates for the Series 2001 Fixed Rate Bonds, an interest rate of 4.49% per annum for $200 million of the Series 2003 Bonds subject to an interest rate swap (based on interest rate swap arrangements and inclusive of broker-dealer, liquidity facility and remarketing fees and expenses, as applicable), an interest rate of 2.87 % for the $100 million principal amount of Series 2003 Bonds not subject to an interest rate swap arrangement (inclusive of broker-dealer, liquidity facility and remarketing fees and expenses, as applicable), an interest rate of 3.82% per annum for the Series 2004 Bonds (based on interest rate swap arrangements and inclusive of liquidity facility and remarketing fees and expenses), an interest rate of 4.14% per annum for the Series 2006A-E Bonds (based on interest rate swap arrangements and inclusive of broker-dealer, liquidity facility and remarketing fees and expenses, as applicable), the actual interest rates for the Series 2006F Fixed Rate Bonds, an interest rate of 4.10% per annum for the Series 2007-1 Variable Rate Bonds (based on interest rate swap arrangements and inclusive of broker-dealer, liquidity facility and remarketing fees and expenses, as applicable), the actual interest rates for the Series 2007F Fixed Rate Bonds, and 4.14% per annum for the Series 2007-2 Variable Rate Bonds (based on interest rate swap arrangements and inclusive of liquidity facility and remarketing fees and expenses), an interest rate of 4.40% for $500 million of the Series 2008-1 Bonds subject to an interest rate swap (based on interest rate swap arrangements and inclusive of liquidity facility and remarketing fees and expenses) and an interest rate of 3.03% for the $7.76 million of the Series 2008-1 Bonds not subject to an interest rate swap agreement (inclusive of liquidity facility and remarketing fees and expenses).

(2) Assumes an interest rate of 4.19% (based on interest rate swap arrangements and inclusive of liquidity facility and remarketing fees and expenses).

(3) The actual interest rates on the Series 2008 F-1 Bonds.

Note: Totals may not add due to independent rounding of numbers.