EXHIBIT A-I

FORM OF NOTE

<table>
<thead>
<tr>
<th>Note Number</th>
<th>Amount</th>
</tr>
</thead>
</table>

UNITED STATES OF AMERICA
STATE OF TEXAS

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS
SALES AND USE TAX REVENUE COMMERCIAL PAPER NOTE
SERIES A

<table>
<thead>
<tr>
<th>Issue Date</th>
<th>Maturity Date</th>
<th>Number of Days</th>
<th>Interest Rate</th>
<th>Interest Amount</th>
</tr>
</thead>
</table>

REGISTERED OWNER:

PRINCIPAL AMOUNT:

On the Maturity Date set forth above, for value received, the METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS (the "Authority") promises to pay to the order of the party identified above, or registered assigns, upon presentation and surrender hereof at the principal corporate trust office of the Issuing and Paying Agent executing the "Certificate of Authentication" endorsed hereon and appearing below, or its successor, the principal amount set forth above, together with interest thereon, at the Interest Rate per annum set forth above computed on the actual number of days elapsed over a 365-day year or 366-day year, as appropriate, from the Issue Date set forth above to the Maturity Date set forth above, both principal of and interest on this obligation being payable in lawful money of the United States of America.

This Commercial Paper Note is one of an issue of commercial paper notes (the "Commercial Paper Notes") which has been duly authorized and issued in accordance with the provisions of an Resolution (the "Resolution") adopted by the Board of the Authority for the Authorized Purposes set forth in the Resolution and to refinance, renew or refund the principal amounts of and interest on Commercial Paper Notes previously issued pursuant to the provisions of the Resolution and certain amounts advanced under the Credit Agreement (as defined in the Resolution), all in accordance and in strict conformity with the laws of the State of Texas, including Chapter 1371, Texas Government Code, as amended, and Chapter 451.362, Texas Transportation Code, as amended. Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Resolution.

Provision has been made for (1) the payment of this Commercial Paper Note, together with other Commercial Paper Notes of this series and certain advances pursuant to the Credit Agreement, from the proceeds of sales of additional Commercial Paper Notes and (2) the
payment of the principal amount of this Commercial Paper Note and interest hereon, together with the principal amount and interest amount of other Commercial Paper Notes of this series from advances under the Credit Agreement. Provision has further been made for the payment of the interest on and the principal of this Commercial Paper Note, together with the other Commercial Paper Notes of this series and the Authority’s obligations under the Credit Agreement, by the pledge of Pledged Revenues under the Resolution.

The Notes are special obligations of the Authority that are equally and ratably payable from and secured by a lien on the Pledged Revenues, which is expressly made senior to the pledge of and lien on the Pledged Revenues, or any portions thereof, which the Authority has granted or may grant to secure the Authority’s Junior Lien Obligations and Subordinate Lien Obligations, as both terms are defined in the Resolution. The Pledged Revenues are defined in the Resolution to include 75% of revenues collected and received by the Authority on or after the date of issuance hereof from its levy of a sales and use tax, plus any investment income earned on such funds. The rate of such tax is equal to one percent (1%) of the receipts from the sale at retail or on the sale price or the lease or rental price on the storage, use or other consumption of all taxable items within the boundaries of the Authority. Pursuant to the Resolution, the Pledged Revenues are required to be set aside for and pledged to the payment of the Notes and all Additional Obligations issued on a parity therewith. The Authority has reserved the right to issue additional parity obligations.

It is hereby certified and recited that all acts, conditions and things required by law and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this Commercial Paper Note, do exist, have happened and have been performed in regular and in due time, form and manner as required by law and that the issuance of this Commercial Paper Note, together with all other Commercial Paper Notes and the Loan Notes, is not in excess of the principal amount of such obligations permitted to be issued under the Resolution and the Constitution and laws of the State of Texas.

This Commercial Paper Note has all the qualities and incidents of a negotiable instrument under the laws of the State of Texas and an “investment security” under Chapter 8, Business and Commerce Code, Texas Codes Annotated, as amended.

This Commercial Paper Note shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this Commercial Paper Note shall have been authenticated by the execution by the Issuing and Paying Agent of the Certificate of Authentication hereon.
IN TESTIMONY WHEREOF, this Commercial Paper Note has been executed with the manual or facsimile signatures of the President and Chief Executive Officer of the Authority, attested with the manual or facsimile signature of the Secretary of the Board, and the seal of the Authority has been manually impressed or printed in facsimile hereon.

METROPOLITAN TRANSIT AUTHORITY
OF HARRIS COUNTY, TEXAS

President and Chief Executive Officer

ATTEST:

Secretary

(SEAL)
CERTIFICATE OF AUTHENTICATION

This Commercial Paper Note is one of the Commercial Paper Notes delivered pursuant to the within mentioned Resolution.

_________________________
as Issuing and Paying Agent

By: _______________________________________
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee):______________________________ (Social Security or other identifying number _________________) the within Commercial Paper Note and all rights thereunder, and hereby irrevocably constitutes and appoints ________________________ attorney to transfer the within Commercial Paper Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: __________________________

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Commercial Paper Note in every particular.

Signature guaranteed:

______________________________
EXHIBIT B

ISSUING AND PAYING AGENCY AGREEMENT
EXHIBIT D
CREDIT AGREEMENT
EXHIBIT F
OFFERING MEMORANDUM