

November 23, 2015

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SURFACE TRANSPORTATION BOARD

Via Overnight Mail

Ms. Cynthia T. Brown, Chief
Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20024

Dear Ms. Brown:

I have enclosed for recordation, pursuant to Section 11301 of Title 49 of the U.S. Code, a document indicating the release of certain obligations previously recorded with the Surface Transportation Board ("STB").

On October 26, 2000, Alvord and Alvord provided the STB with several documents for recordation, including

1. a Head Lease Agreement No. 1 (DART 2000-F1), dated October 26, 2000,
2. a Head Lease Supplement No. 1 (DART 2000-F1), dated October 26, 2000,
3. a Sublease Agreement (DART 2000-F1), dated October 26, 2000,
4. a Sublease Supplement No. 1 (DART 2000-F1), dated October 26, 2000,
5. a Loan and Security Agreement (DART 2000-F1), dated October 26, 2000, and
6. an Equipment Pledge Agreement (DART 2000-F1), dated October 26, 2000.

The submission letter of Alvord and Alvord and the foregoing documents were assigned recordation numbers 23205, 23205-A, 23205-B, 23205-C, 23205-D, and 23205-E, respectively.

This letter encloses, and seeks the recordation, pursuant to Section 11301 of Title 49 of the U.S. Code, of an agreement terminating the remaining obligations under the documents identified above. The attached Omnibus Termination Agreement was entered into by and among

Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, Texas 75202-2732

Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

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Fifth Third Equipment Finance Company
38 Fountain Square Plaza
Cincinnati, Ohio 45263

Assured Guaranty Municipal Corp.
31 West 52nd Street
New York, New York 10019

DART 2000-F1 Trust
c/o Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

AIG-FP Funding (Cayman Limited)
c/o Maples & Calder
P.O. Box 309
Ugland House
South Church Street
Grand Cayman, Cayman Islands
British West Indies

AIG Special Finance (Cayman) Limited
c/o Maples & Calder
P.O. Box 309
Ugland House
South Church Street
Grand Cayman, Cayman Islands
British West Indies

The following light rail vehicles were the subject of the original filing: twenty-five (25) Kinkisharyo light rail vehicles owned by Dallas Area Rapid Transit, Serial Number 169 through and including 194 (but excluding 189).

You will note that the Omnibus Termination Agreement refers to the “Head Lease,” the “Sublease,” the “Loan Agreement” and the “Equipment Pledge Agreement,” as those terms are defined in Appendix A to the October 26, 2000 Participation Agreement (DART 2000-F1). Appendix A defines

- the Head Lease as “the Head Lease Agreement (DART 2000-F1), dated as of October 26, 2000. . .”
- the Sublease as “the Sublease Agreement (DART 2000-F1), dated as of October 26, 2000. . .”
- the Loan Agreement as “the Loan and Security Agreement (DART 2000-F1) dated as of October 26, 2000. . .” and
- the Equipment Pledge Agreement as “the Equipment Pledge Agreement (DART 2000-F1), dated as of October 26, 2000. . .”.

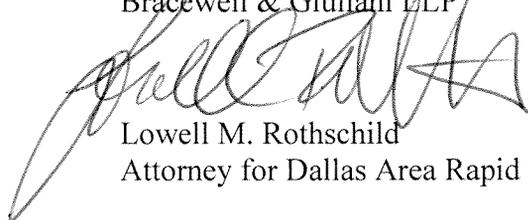
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Thus, the Omnibus Termination Agreement has as its subject matter the above-listed documents recorded pursuant to Alvord and Alvord's October 26, 2000 letter.

A fee of \$43 is enclosed for recordation. If you have any questions, please do not hesitate to contact me at the above email or phone number.

Very truly yours,

Bracewell & Giuliani LLP

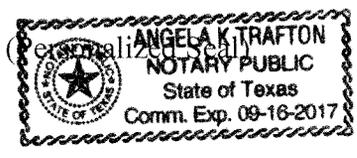


Lowell M. Rothschild
Attorney for Dallas Area Rapid Transit

State of Texas
County of Lewis

Sworn to and subscribed before me on the 23 day of November, 2015, by
Lowell Rothschild

Angela K. Trafton
Notary Public's Signature



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Execution Version

SURFACE TRANSPORTATION BOARD

OMNIBUS TERMINATION AGREEMENT

This OMNIBUS TERMINATION AGREEMENT (this "Agreement"), dated as of November 20, 2015, is made by and among (i) DALLAS AREA RAPID TRANSIT, a public political entity and corporate body of the State of Texas ("DART", the "Head Lessor" and the "Sublessee"), (ii) FIFTH THIRD EQUIPMENT FINANCE COMPANY (f/k/a The Fifth Third Leasing Company) (the "Equity Investor"), (iii) AIG-FP FUNDING (CAYMAN) LIMITED, a Cayman Islands company (the "Holder" and the "Agent"), (iv) AIG-FP SPECIAL FINANCE (CAYMAN) LIMITED, a Cayman Islands company (the "Payment Undertaker"), (v) WILMINGTON TRUST COMPANY, a Delaware trust company, not in its individual capacity, except as otherwise expressly provided herein, but solely as Trustee (the "Trustee"), (vi) DART 2000-F1 TRUST, a Delaware statutory trust (the "Trust", the "Head Lessee" and the "Sublessor") and (vii) ASSURED GUARANTY MUNICIPAL CORP. (f/k/a Financial Security Assurance Inc.) (the "Strip Surety Provider"), and is made in connection with the transactions contemplated by the Participation Agreement (DART 2000-F1), dated as of October 26, 2000, among DART, as Head Lessor and Sublessee, the Trust, as Head Lessee and Sublessor, the Holder, the Equity Investor, the Payment Undertaker and the Trustee, as amended by that certain First Amendment to Participation Agreement, dated as of November 19, 2010 (collectively, the "Participation Agreement"). Capitalized terms used herein without definition herein have the meanings given such terms in the Participation Agreement.

RECITALS

WHEREAS, in connection with the transactions contemplated by the Participation Agreement, (i) the Head Lessor and the Head Lessee entered into that certain Head Lease Agreement (DART 2000-F1), dated as of October 26, 2000, and that certain Head Lease Supplement No. 1, dated October 26, 2000 (collectively, the "Head Lease"), pursuant to which the Head Lessor leased the Equipment to the Head Lessee and the Head Lessee leased the Equipment from the Head Lessor; and (ii) the Sublessor and the Sublessee entered into that certain Sublease Agreement (DART 2000-F1), dated as of October 26, 2000, and that certain Sublease Supplement, dated October 26, 2000 (collectively, the "Sublease") pursuant to which the Sublessor leased the Equipment to the Sublessee and the Sublessee leased the Equipment from the Sublessor;

WHEREAS, pursuant to Section 14 of the Sublease, the Sublessor has granted the Sublessee a Purchase Option pursuant to which the Sublessee has the right to purchase the Head Lease Interest with respect to all of the Equipment from the Sublessor on the Sublease Expiration Date, which Sublease Expiration Date is defined as January 2, 2025;

WHEREAS, pursuant to Section 14(a) of the Sublease, the Purchase Option Price payable by the Sublessee in connection with the Sublessee's exercise of the Purchase Option shall be payable in installments on the dates and in the amounts set forth in the Sublease;

WHEREAS, notwithstanding the terms of the Sublease, the Sublessee desires to exercise its Purchase Option with respect to all of the Equipment as of the Revised Purchase Option Date (as defined below) and to provide for payment of the Purchase Option Price on the Revised Purchase Option Date in one installment;

WHEREAS, in order to accommodate the Sublessee's request to exercise the Purchase Option on the Revised Purchase Option Date, the parties hereto desire to (i) accelerate the date on which the Purchase Option may be consummated from the Sublease Expiration Date to the Revised Purchase Option Date and (ii) provide for payment of the Purchase Option Price (as revised below) on the Revised Purchase Option Date;

WHEREAS, concurrently with the payment of the Purchase Option Price on the Revised Purchase Option Date, each of the parties hereto desires to terminate its respective rights, title and interest in, to and under the Operative Documents to which it is party to the extent set forth herein;

WHEREAS, the Sublessee, the Sublessor, AIG Matched Funding Corp. (the "Equity Payment Undertaker"), the Equity Investor, Wilmington Trust Company, not in its individual capacity, but solely as Collateral Agent, and Wilmington Trust Company, as Custodian, have executed and delivered a termination letter (the "Equity Payment Agreement Termination Letter Agreement"), simultaneous with the execution and delivery of this Agreement, providing for, among other things, the termination of the Equity Payment Agreement and return of the Collateral (as defined in the Equity Payment Agreement);

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Purchase Option.

(a) The date with respect to which the Purchase Option may be exercised shall be accelerated to the Revised Purchase Option Date, and Section 14(b) of the Sublease shall be amended as described in Section 1(c).

(b) Exhibit E to the Sublease Supplement, which exhibit sets forth the Purchase Option Price, shall be amended and restated by deleting such exhibit in its entirety and replacing such exhibit with the Exhibit E attached hereto as Schedule III. The Purchase Option Price (as so revised) shall be equal to the sum of the Loan Payment Amount (as defined below) (the "Debt Portion") and \$23,425,000.00 (the "Equity Portion"). For the avoidance of doubt and notwithstanding anything to the contrary in the Sublease or any of the other Operative Documents, the Purchase Option Price shall be payable in full on or prior to the Revised Purchase Option Date as set forth herein, rather than in installments on and following the Sublease Expiration Date. The Equity Portion of the Purchase Option Price shall be payable to the Equity Investor (as the designee of the Sublessor) on or prior to the Revised Purchase Option Date as described in Section 2(a).

(c) Section 14(b) of the Sublease is hereby amended by adding the following language at the end of such section: "Notwithstanding the foregoing, the Sublessee may give the Sublessor, the Equity Investor, the Agent and the Holder irrevocable written notice of its election to exercise the Purchase Option on or prior to the Sublease Expiration Date."

(d) Pursuant to Section 14(b) of the Sublease (as amended hereby), the Sublessee hereby irrevocably notifies the Sublessor, the Equity Investor, the Agent and the Holder that it elects to exercise the Purchase Option on the Revised Purchase Option Date as set forth herein.

Section 2. Exercise of the Purchase Option.

(a) Notwithstanding any provision to the contrary contained in this Agreement or any other Operative Document, the following actions shall occur sequentially in the order set forth below on or prior to November 23, 2015 (the date the final action set forth in Section 2(a)(i)-(iii) shall have occurred being the "Revised Purchase Option Date"):

(i) On or before the date hereof, the Sublessor, the Sublessee and the Equity Payment Undertaker shall agree on the termination amount to be set forth in the Equity Payment Agreement Termination Letter Agreement (the "Termination Amount") and the parties to the Equity Payment Agreement Termination Letter Agreement shall execute and deliver the Equity Payment Agreement Termination Letter Agreement reflecting such agreement simultaneous with the execution and delivery of this Agreement.

(ii) As an inducement to accelerate the date on which the Purchase Option may be exercised and to enter into this Agreement, the Sublessee and the Sublessor have directed and instructed the Equity Payment Undertaker, pursuant to the terms of the Equity Payment Agreement Termination Letter Agreement, to pay, and the Equity Payment Undertaker has agreed to pay, the Termination Amount on or before November 23, 2015, by wire transfer in immediately available funds in U.S. dollars to the account of the Equity Investor listed on Schedule I hereto. The Sublessor hereby irrevocably designates the Equity Investor as the Person to whom the Termination Amount should be transferred (to the account of the Equity Investor set forth on Schedule I hereto), free of and without deduction for withholding taxes or any other amounts. Upon receipt in full by the Equity Investor of the Termination Amount, the Sublessor shall be deemed to have received the Equity Portion of the Purchase Option Price and the Equity Investor shall execute and deliver to each of the parties hereto by e-mail to the addresses set forth in Schedule II hereto a receipt (the "Termination Amount Receipt") in the form of Exhibit A hereto.

(iii) Immediately following receipt by the Sublessee, the Sublessor, the Holder, the Payment Undertaker and the Strip Surety Provider of the Termination Amount Receipt from the Equity Investor:

(A) notwithstanding anything to the contrary in any Operative Document:

(1) the principal amount of the Loan Certificate shall become immediately due and payable in full, together with interest accrued

thereon up to and including the Revised Purchase Option Date and all other amounts payable to the Holder under the Loan Agreement, the Loan Certificate and any other Operative Document (such amount, the "Loan Payment Amount");

(2) the Sublessee, the Sublessor and the Holder hereby instruct the Payment Undertaker to irrevocably and unconditionally pay an amount equal to the Loan Payment Amount (in accordance with Section 3.02 of the Payment Agreement and such instructions shall be deemed the Payment Instructions required under the Payment Agreement) to the Holder by book entry and such payment shall be deemed to satisfy the Payment Undertaker's obligation to pay in full the Early Termination Amount (as defined in the Payment Agreement) and the Payment Amount (as defined in the Payment Agreement) required to be made simultaneously with or prior to the Early Termination Amount; and

(3) the Holder agrees that it shall accept such payment from the Payment Undertaker and that such payment shall be in full and final discharge of the obligations of the Sublessor with respect to the principal amount of the Loan Certificate, together with all accrued interest thereon, up to and including the Revised Purchase Option Date, and all other amounts then payable to the Holder under the Loan Agreement, the Loan Certificate and any other Operative Document. The Holder acknowledges that no payment of any Make Whole Amount or any other premium, penalty or any other amount is due in connection with such prepayment and discharge. Upon receipt of the payment referred to in clause (2) above by the Holder, the Sublessor shall be deemed to have received an amount equal to the Loan Payment Amount in payment of the Debt Portion of the Purchase Option Price and the Holder shall be deemed to have received an amount equal to the Loan Payment Amount.

(B) The parties hereto (other than the Strip Surety Provider) further agree that such payments as described in clause (iii) of this Section 2(a) shall be in full and final discharge of the Debt Portion of the Purchase Option Price and upon payment the Sublessee shall have no further obligations with respect to the Debt Portion of the Purchase Option Price, the Sublessor shall have no further obligations under the Loan Agreement except as provided in Section 2.04(b) of the Loan Agreement and the Sublessee shall have no further obligations to the Payment Undertaker except as provided in Section 3.05 of the Payment Agreement.

(C) The parties hereto (other than the Strip Surety Provider) further agree that, upon payment of the Loan Payment Amount as described in Section 2(a)(iii)(A)(2), the obligations of the parties under the Payment Agreement shall terminate automatically without any further action and the parties hereto (other than the Strip Surety Provider) agree that the payment by the Payment Undertaker of the Loan Payment Amount as set forth above shall constitute payment in full of

all obligations of the Payment Undertaker, that no further payment shall be required from the Payment Undertaker under the Payment Agreement or from the Payment Undertaker Guarantor under the Payment Undertaker Guaranty and that the Payment Undertaker shall be released from all of its obligations under the Payment Agreement and the Payment Undertaker Guarantor shall be released from all of its obligations under the Payment Undertaker Guaranty; provided, that the indemnities and the obligations provided for in Section 3.05 of the Payment Agreement shall survive the termination of Payment Agreement; provided, further, that the obligations of the Payment Undertaker under the Payment Agreement shall be reinstated upon, and to the extent of, legally compelled refunds of payments by the Payment Undertaker by operation of law or contract.

(iv) The parties hereto agree that the respective receipt, in accordance with clauses (ii) and (iii) of this Section 2(a), of the Equity Portion by the Equity Investor and the Debt Portion by the Holder shall together constitute payment in full of the Purchase Option Price for all the Equipment together with any unpaid Sublease Rent due prior to the Revised Purchase Option Date, any Make Whole Amount and any other amounts payable on the Loan Certificate on the Revised Purchase Option Date and, except as otherwise provided in Sections 3 and 5 hereof, all other amounts due (if any) to the Sublessor and any other Person pursuant to any other Operative Document.

(b) Subject to completion of the actions referred to in Section 2(a) above:

(i) The Holder hereby acknowledges and agrees that, without further action, any Lien arising pursuant to the Loan Agreement shall be released as of the Revised Purchase Option Date and the Holder shall cause (i) the Loan Certificate to be cancelled and returned to the Sublessor, and upon receipt thereof by the Sublessor (or by the Trustee on behalf of the Sublessor) such cancelled Loan Certificate shall be disposed of in accordance with customary practices or (ii) if the original Loan Certificate is lost, a written acknowledgment thereof from the Holder, in the form of Exhibit B hereto, to be delivered to the Sublessor (with a copy to the Equity Investor and the Sublessee). The Sublessor hereby acknowledges and agrees that, without further action, any Lien arising pursuant to the Equipment Pledge Agreement shall be released as of the Revised Purchase Option Date.

(ii) All of the Sublessor's right, title and interest in and to the Head Lease Interest shall be deemed automatically to have been transferred to the Sublessee "as-is, where-is" without recourse or warranty of any kind, except with respect to the absence of any Sublessor's Liens thereon. THE SUBLESSOR TRANSFERS TO THE SUBLESSEE ALL OF THE EQUIPMENT AND EACH PART THEREOF "AS IS" AND "WHERE IS" AND NONE OF THE SUBLESSOR, THE EQUITY INVESTOR, THE TRUST COMPANY OR THE HOLDER MAKES OR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, CONDITION, VALUE, WORKMANSHIP, DESIGN, OPERATION, COMPLIANCE WITH SPECIFICATIONS, CONSTRUCTION, PERFORMANCE, MERCHANTABILITY, FITNESS OR SUITABILITY FOR USE OR PURPOSE OF THE EQUIPMENT OR ANY PART THEREOF, AS TO THE

ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE PROPERTY INTEREST OR ANY PART THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE HEAD LEASE INTEREST, THE EQUIPMENT OR ANY PART THEREOF. IT IS AGREED THAT ALL RISKS INCIDENT TO THE MATTERS DESCRIBED IN THE PRECEDING SENTENCE, AS AMONG THE SUBLESSOR, THE EQUITY INVESTOR, THE TRUST COMPANY, THE HOLDER AND THE SUBLESSEE, ARE TO BE BORNE BY THE SUBLESSEE.

(iii) Each party to this Agreement hereby authorizes the Sublessee to file or cause to be filed all termination statements or other documents with the Surface Transportation Board or under the UCC as in effect in the State of Texas or any other applicable jurisdiction or under Applicable Law, as applicable, which may be necessary or advisable to reflect the termination, reconveyance and/or release of any Liens created in favor of such party pursuant to the Operative Documents.

(iv) The Equity Investor or the Sublessor, as the case may be, shall, on the Revised Purchase Option Date, forthwith release the Strip Surety Provider from, and return (marked "CANCELLED"), the Strip Surety Policy issued by the Strip Surety Provider, or deliver a Lost Strip Surety Policy and Indemnity Notice to the Strip Surety Provider in the form of Exhibit E attached hereto, indicating that the original Strip Surety Policy could not be located and that the Strip Surety Policy is deemed to be cancelled, and that any copies of the original Strip Surety Policy held by the Equity Investor or the Sublessor, as the case may be, shall have been marked "CANCELLED", and the Equity Investor further agrees that concurrently therewith it shall execute, and authorize and instruct the Trustee to execute, a release notice in the form attached as Exhibit C hereto (the "Release Notice"), and shall arrange for such Release Notice, and the original Strip Surety Policy (or the original Lost Strip Surety Policy and Indemnity Notice), to be sent on the Revised Purchase Option Date, by FedEx (or other nationally recognized courier) for next-day delivery, directly to the Strip Surety Provider or its counsel. Without limiting the foregoing, upon occurrence of the Revised Purchase Option Date, (i) the Strip Surety Policy shall be deemed terminated and the Strip Surety Provider released and discharged from its obligations thereunder and (ii) each of the Equity Investor and the Sublessee acknowledge and agree that any and all premiums paid in respect of the Strip Surety Policy are non-refundable for any reason whatsoever. In addition to the foregoing, if, prior to the occurrence of the Revised Purchase Option Date, the original Strip Surety Policy (or any replacement original) is located by the Equity Investor or the Sublessor, such party shall delivery to the Strip Surety Provider a scanned copy of such original Strip Surety Policy (or any replacement original) for informational purposes.

(v) The Revised Purchase Option Date will occur at the office of Troutman Sanders LLP in New York City, New York.

(c) Each of the parties to this Agreement hereby irrevocably and unconditionally to the extent applicable:

(i) consents to each action taken, or to be taken, and each event occurring, or to occur, in each case pursuant to this Agreement on the Revised Purchase Option Date and all necessary preliminary actions required to be taken prior to the Revised Purchase Option Date (including the entry into and execution of this Agreement) in order to enable such action to be taken or event to occur, on the Revised Purchase Option Date (each, an "Action");

(ii) subject to completion of the transactions contemplated by Section 2(a) of this Agreement, waives any default or non-compliance under or with respect to any provision of the Operative Documents, including, without limitation, any default or non-compliance resulting from, directly or indirectly, any Action, other than any default or non-compliance under or with respect to (A) the representations, warranties and covenants in Section 4 below, (B) the obligations of the Sublessee referred to in Section 3 below, (C) the obligations of the respective parties under Section 5 below, and (D) any other Actions required under this Agreement;

(iii) subject to completion of the transactions contemplated by Section 2(a) (and, in the case of the Strip Surety Provider, Section 2(b)(iv)) of this Agreement, waives and releases each and every pledge, Lien or other encumbrance that it may possess pursuant to, or created by or under, any Operative Document being terminated by this Agreement, including, but not limited to, any such pledge, Lien or other encumbrance on the Equipment;

(iv) authorizes each other party hereto to effect its respective Actions, to the extent such authorization would be required under any Operative Document;

(v) waives any right to notice of the Actions to the extent such notice would be required under any Operative Document and waives any other documents or certificates required under the Operative Documents to the extent not provided hereunder; and

(vi) agrees at the Sublessee's sole cost and expense (subject to Section 5 hereof) to (A) cooperate reasonably with the other parties hereto, (B) subject to completion of the transactions contemplated by Section 2(a) (and, in the case of the Strip Surety Provider, Section 2(b)(iv)) of this Agreement, execute such further instruments, documents and agreements as are necessary or reasonably appropriate to give effect to the releases referred to herein, including (and without limiting anything referred to in Section 2(b) above) the filing of termination statements or other documents with the Surface Transportation Board or under the UCC or under Applicable Law, and (C) subject to completion of the transactions contemplated by Section 2(a) of this Agreement, give such further written assurances as may be reasonably requested by any other party hereto to evidence and reflect the Actions and to carry out and effectuate the provisions and purposes of this Agreement.

(d) Anything to the contrary herein notwithstanding, in the event that the Revised Purchase Option Date shall not have occurred on or prior to November 23, 2015:

(i) this Agreement (other than Sections 5, 8 and 11) shall cease to be in force and effect and each party hereto shall be restored to its status quo ante under the Operative Documents (without giving effect to any amendments thereto provided for herein);

(ii) no Default, Event of Default, Loan Default or Loan Event of Default shall be deemed to have occurred as a result of the failure of the Revised Purchase Option Date to occur or any Actions taken hereunder prior to the operation of this Section 2(d); and

(iii) for the avoidance of doubt, no claim shall be made under the Strip Surety Policy by virtue of the Revised Purchase Option Date not having so occurred or the taking of any Actions hereunder.

Section 3. Termination of the Operative Documents; Indemnity Obligations.

(a) Each transfer or disposition by the Equity Investor, the Sublessor, the Trustee, the Trust Company or any of their respective Affiliates or Related Indemnitees pursuant to this Agreement constitutes a transfer or disposition contemplated by Section 14 of the Sublease for purposes of Section 14(c)(iii)(VII) of the Participation Agreement. Each of the parties hereto agrees that this Agreement, the Equity Payment Agreement Termination Letter Agreement and any other document or instrument executed in connection with the transactions contemplated hereby or thereby, constitute "Operative Documents" for purposes of the definition of the term "Operative Documents" set forth in Appendix A to the Participation Agreement (and the definition of "Operative Documents" set forth in Appendix A is hereby amended accordingly). For purposes of Section 14 of the Participation Agreement, the parties hereto agree that the Sublessee's indemnification and other obligations under Section 14 of the Participation Agreement, including, without limitation, all exclusions to such indemnification obligations expressly set forth therein, shall apply to the transactions contemplated by this Agreement and the Equity Payment Agreement Termination Letter Agreement as the exercise by the Sublessee of the Purchase Option pursuant to Section 14(a) of the Sublease; provided, however, that (i) the transactions contemplated by this Agreement shall not (x) be subject to the exclusions to such indemnification contained in Sections 14(c)(iii)(VII) and 14(a)(ix)(C) of the Participation Agreement or (y) be treated as an amendment to which Section 14(c)(iii)(IX) of the Participation Agreement applies, and (ii) any claim arising in connection with, or as a result of this Agreement and the Equity Payment Agreement Termination Letter Agreement shall be deemed to be attributable to acts or events occurring prior to the expiration or earlier termination of the Sublease Term.

(b) Upon completion of the actions referred to in Section 2(a) above, except with respect to this Agreement, the Equity Payment Agreement Termination Letter Agreement, Section 14 and Section 21(j) of the Participation Agreement, the Tax Indemnification Agreement (subject to the last sentence of this Section 3(b)), the Trust Agreement, Section 2.04(b) of the Loan Agreement, Section 3.05 of the Payment Agreement, the Equity Payment Agreement (which is addressed in the Equity Payment Agreement Termination Letter Agreement),

subsections (a)(ii)(2), (a)(ii)(3), (a)(ii)(5), (a)(iii), (b), (c) and (f) of Section 2.01 of the Insurance and Indemnity Agreement, any provision which this Agreement expressly provides to survive the termination of such Operative Document and the Sublessee's obligations under any other provision of any Operative Document which is therein expressed to survive the termination of such Operative Document (including, without limitation, as set forth in Section 10 of this Agreement) (being collectively referred to herein as "Surviving Provisions"), no party to this Agreement shall have any further right, liability or obligation to any other party with respect to any provisions of any of the Operative Documents and each of the Operative Documents (other than the Surviving Provisions) shall be terminated; provided, however, that the Surviving Provisions shall not include or result in any liability, claim or Tax constituting lost profits or additional U.S. income taxes payable as a result of any reduction in the Purchase Option Price or acceleration of the Purchase Option, except to the extent of any liability, claim or Tax which would have been indemnified thereunder in the event that the Actions were an exercise of the Purchase Option and payment of the Purchase Option Price pursuant to Section 14 of the Sublease (as in effect prior to the amendments thereto provided for herein). For purposes of the Tax Indemnification Agreement, the parties to the Tax Indemnification Agreement agree that the negotiation, execution and delivery of this Agreement and the Equity Payment Agreement Termination Letter Agreement and any actions contemplated hereby or thereby (i) shall constitute Permitted Acts (as defined in the Tax Indemnification Agreement), (ii) shall not give rise to a Loss (as defined in the Tax Indemnification Agreement) for purposes of the Tax Indemnification Agreement and (iii) shall not be deemed to result in (A) the inaccuracy or breach of any representation, warranty or covenant by the Sublessee in any Operative Document, (B) any amendment to any Operative Document that is not consented to by the Equity Investor, (C) the prepayment of any Rent, (D) an Event of Default or (E) an obligation on the part of the Sublessee to make any indemnity payment under the Tax Indemnification Agreement. Each party hereto (other than the Holder, Agent and Payment Undertaker) agrees that in the event it obtains Actual Knowledge (as defined below) on or subsequent to the Revised Purchase Option Date of any claim or liability against which such party is indemnified by DART or that is payable by DART pursuant to the Operative Documents (including any action, suit or proceeding brought against any such party for which indemnity may be sought against DART), it shall give prompt written notice thereof to DART (provided, that failure to give such notice shall not affect DART's indemnity obligations thereunder except that DART shall not be responsible for any increase in any amount payable by DART, which increase would not have accrued if notice had been given in a timely fashion, or to the extent the failure to give notice precludes DART from contesting a claim in a timely manner).

(c) The Equity Investor hereby confirms and shall be deemed to confirm as of the Revised Purchase Option Date that without any investigation, diligence, document review or inquiry, it has no Actual Knowledge of facts on which any claim could be based against the Sublessee under the Tax Indemnification Agreement; provided, that the confirmation made hereby shall not preclude any claim under the Tax Indemnification Agreement or be raised as a defense to any such claim or payment in respect thereof. For purposes of this Section 3(c) and of Section 3(d) below, "Actual Knowledge" means, with respect to any Person as to any event or circumstance, the actual knowledge of a Responsible Officer of such Person (which term shall mean, for the purposes of this Agreement, any individual in the employ of such Person who has responsibility for the administration of the transactions contemplated by the Operative Documents or this Agreement) or receipt by such Person from a party to the Participation

Agreement of written notice of such event or circumstance and the relevance thereof under the Operative Documents.

(d) (i) Each Indemnitee that is a party hereto hereby confirms and shall be deemed to confirm as of the date hereof that without any investigation, diligence, document review or inquiry, it has no Actual Knowledge of the facts on which any claim could be based against the Sublessee under Section 14 of the Participation Agreement (including by reason of any amendments to the Operative Documents as set forth herein); provided, that the confirmation made hereby shall not preclude any claim under Section 14 of the Participation Agreement or be raised as a defense to any such claim payment in respect thereof; and (ii) the Strip Surety Provider confirms and shall be deemed to confirm as of the date hereof that without any investigation, diligence, document review or inquiry, it has no Actual Knowledge of the facts on which any claim could be based against the Sublessee under the Insurance and Indemnity Agreement (including by reason of any amendments to the Operative Documents as set forth herein); provided, that the confirmation made hereby shall not preclude any claim under the Insurance and Indemnity Agreement or be raised as a defense to any such claim payment in respect thereof.

(e) Upon completion of the Actions (i) the parties to the Trust Agreement agree that any amount in any account established under the Trust Agreement shall be for the account of the Equity Investor and shall be paid to the Equity Investor by the Trustee at the written direction of the Equity Investor and (ii) the Equity Investor hereby authorizes and instructs the Trustee to terminate the Trust and to file with the Secretary of State of the State of Delaware a certificate of cancellation of the Trust, substantially in the form of Exhibit D hereto on the date which is ten (10) Business Days after the Actions, and, in the event that thereafter any actions need to be taken or filings made in connection with the terminations contemplated herein, the Equity Investor agrees to take such action and execute such documents that the Trust would have taken or executed prior to its termination.

Section 4. Representations and Warranties.

(a) Each party hereto hereby represents and warrants, severally as to itself only, to the other parties hereto, as of the date hereof (and such representations and warranties shall also be deemed to be repeated as of the Revised Purchase Option Date), provided that the Strip Surety Provider makes no representation or warranty as to any matter set forth in subclause (iv), that:

(i) the execution, delivery and performance of this Agreement by it and its consummation of the transactions contemplated hereby do not conflict with, result in a breach of, or constitute a default under any Applicable Law (which is applicable to it; provided, that such Applicable Law shall be limited to the Applicable Laws of the United States of America and any State therein or the District of Columbia), or under any material indenture, mortgage, deed of trust, or other material instrument or agreement to which it is a party or by which it or any of its assets may be bound;

(ii) the execution, delivery and performance of this Agreement by it and the consummation of the transactions contemplated hereby, and the exercise of its rights and performance of its obligations hereunder, have been duly authorized by all necessary

governmental action, and no consent or approval of, or exemption by, or the giving of notice to (other than, with respect to the Sublessee, any notices to be sent to the Federal Transit Administration following completion of the actions referred to in Section 2(a) above), or registration with or the taking of any other action in respect of any governmental authority is required;

(iii) this Agreement constitutes its legal, valid and binding obligation and is enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally and by general principles of equity regardless of whether enforcement is pursuant to a proceeding in equity or at law;

(iv) it has no Actual Knowledge (without investigation, diligence, document review or inquiry) of any Loan Default or a Loan Event of Default which has occurred and that remains unremedied; and

(v) it has the requisite power to (A) enter into, exercise its rights and perform and comply with its obligations under this Agreement and all other documents relating hereto to which it is a party, and (B) take all actions relating to this Agreement and all other documents relating hereto.

(b) Each party hereto, other than the Holder, the Agent, the Payment Undertaker and the Strip Surety Provider in any capacity hereunder, represents and warrants to the other parties hereto that it has no Actual Knowledge (without investigation, diligence, document review or inquiry) of (i) any Default or any Event of Default which has occurred and that remains unremedied as of the date hereof (and such representations and warranties shall also be deemed to be repeated as of the Revised Purchase Date), or (ii) any Sublease Rent or Supplemental Rent that is due and owing or remains unpaid as at the Revised Purchase Option Date.

(c) Giving effect to the Actions, the Equity Investor, the Sublessor, the Trustee and the Trust Company each represent and warrant, severally and not jointly, that as of the Revised Purchase Option Date, the Equipment is free and clear of all Sublessor's Liens attributable to it.

(d) Giving effect to the Actions, the Holder represents and warrants that, as of the Revised Purchase Option Date, the Collateral is free and clear of all Liens attributable to it.

(e) The Holder further represents, warrants and agrees that, as of the date hereof it is, and, as of the Revised Purchase Option Date, it will be, the owner of the Loan made by it pursuant to the Loan Agreement and that it has not transferred, assigned or otherwise conveyed (and that it will not transfer assign or otherwise convey on or prior to the Revised Purchase Option Date) any right, title or interest in, to or under the Loan Agreement, any Loan Certificate or any other Operative Document to any other Person, except as contemplated in the Payment Undertaker Guaranty.

(f) Giving effect to the Actions, the Sublessor represents and warrants to the Sublessee that, as of the Revised Purchase Option Date, the Equipment is free and clear of all Sublessor's Liens.

Section 5. Costs and Expenses. All reasonable out-of-pocket costs and expenses, including reasonable legal fees and disbursements incurred in connection with the preparation, review and negotiation of this Agreement and the Equity Payment Agreement Termination Letter Agreement, and the transactions contemplated hereby and thereby, incurred by the parties hereto and thereto shall be paid by the parties specifically identified in Schedule IV attached hereto to the extent and as set forth in Schedule IV attached hereto. For the avoidance of doubt, the parties hereto agree that DART shall have no obligation to pay any costs, expenses, fees or disbursements incurred by the parties hereto in connection with the preparation, review and negotiation of this Agreement and the Equity Payment Agreement Termination Letter Agreement, and the transactions contemplated hereby and thereby, except as specifically identified and to the extent set forth in Schedule IV attached hereto.

Section 6. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which shall be an original and all of which shall together constitute but one and the same agreement. This Agreement may be delivered by facsimile or other electronic transmission of the relevant signature pages hereof.

Section 7. Headings. The section or paragraph headings of this Agreement are provided for convenience of reference only and shall not be construed to modify, define, expand or limit any of the terms and provisions hereof.

Section 8. Choice of Law; Jurisdiction.

(a) THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER CHOICE OF LAW AND CONFLICT OF LAW RULES), EXCEPT THAT THE LAWS OF THE STATE OF TEXAS SHALL GOVERN ALL MATTERS RELATING TO THE POWERS AND AUTHORITY OF DART.

(b) Each of the parties hereto (i) hereby irrevocably submits to the nonexclusive jurisdiction of the Supreme Court of the State of New York, New York County (without prejudice to the right of any party to remove to the United States District Court for the Southern District of New York), to the nonexclusive jurisdiction of the State District Court of Dallas County, Texas (without prejudice to the rights of any party to remove to the United States District Court for the Northern District of Texas) and to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York or the United States District Court for the Northern District of Texas for the purposes of any suit, action or other proceeding arising out of this Agreement or any Operative Document or the subject matter hereof or thereof or any of the transactions contemplated hereby or thereby brought by any other party hereto or any judgment entered by any court in respect of any thereof, (ii) hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State court and Texas State court or, to the fullest extent permitted by Applicable Law, in such Federal Courts, and (iii) to the fullest extent permitted by Applicable Law, hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or such other Operative

Documents or any judgment entered by any court in respect of any thereof brought in any of the aforementioned courts and hereby further irrevocably waives any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

Section 9. Direction to Trustee. By its execution of this Agreement and pursuant to the Trust Agreement, the Equity Investor hereby (i) authorizes, empowers and directs each of the Sublessor and the Trustee to execute, deliver and perform its obligations under this Agreement, the Release Notice and any and all other documents, instruments and agreements and to take any and all other actions which may be necessary or convenient to effect the transactions contemplated hereby or in connection herewith, and (ii) acknowledges its indemnification obligations under the Trust Agreement. The Trust Company is entering this Agreement in its capacity as Trustee and not in its individual capacity, except as otherwise expressly noted. No representation, undertaking or agreement herein made on the part of the Trustee and/or the Sublessor is made or intended as a personal representation, undertaking and agreement by the Trust Company, and the Trust Company shall not be personally liable for the payment of any indebtedness or expenses of the Trustee and/or the Sublessor or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trustee and/or the Sublessor hereunder other than with respect to any such breach or failure resulting from the Trust Company's gross negligence or willful misconduct.

Section 10. Survival. Without limiting the survival of the Surviving Provisions as set forth in Section 3(b), the parties hereto agree that the Surviving Provisions and the obligations of the Sublessee and the other parties under this Agreement in respect of such Surviving Provisions shall survive the execution and delivery of this Agreement and shall continue in effect notwithstanding completion of all Actions contemplated in this Agreement, together with such other provisions of any Operative Documents that are otherwise necessary to give effect to such Surviving Provisions.

Section 11. Confidentiality. Except as expressly contemplated by any Operative Document or to the extent necessary for the exercise of its rights and remedies and the performance of its obligations hereunder or under any Surviving Provision, no party hereto will itself use or intentionally disclose or permit its agents to disclose, directly or indirectly, any information obtained from any of the parties hereto or in connection herewith or any portion of any Operative Document not otherwise available for public inspection or required to be publicly filed, and will use all reasonable efforts to have all such information kept confidential by such party and its Affiliates; provided that (a) each party may use and retain such information and disclose any such information (i) to its counsel and public accountants and other consultants, and rating agencies and insurers, and any Indemnitee, if such information shall have been provided to the party in question with the understanding that such party keep such information confidential to the extent provided herein including, for the avoidance of doubt, if such party would normally be bound by a professional code of conduct regarding the confidentiality of such information provided to them, (ii) to any governmental agency or instrumentality or other supervisory body or regulatory body requesting or requiring such disclosure, and (iii) in connection with enforcement of any term or provision this Agreement, (b) each party may use, retain and disclose any such information which has been publicly disclosed (other than by such party or any of its Affiliates in breach of this Section 11) or has rightfully come into the possession of such party or any of its Affiliates (other than from another party hereto), (c) to the extent that such party or any

of its Affiliates may have received a subpoena or other written demand under color of legal right for such information, including Chapter 552 of the Texas Government Code, as amended, and the Freedom of Information Act (5 U.S.C. § 552), or is otherwise required by Applicable Laws to disclose such information, such party or Affiliate may disclose such information, but such party shall first, as soon as practicable upon receipt of such demand, furnish a copy thereof to the party such information relates to, as the case may be and (d) each party may disclose the fact that the transaction documented under the Operative Documents has been terminated.

Section 12. Jury Trial Waiver. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY LAW, ITS RIGHT TO A JURY TRIAL OF ANY SUIT, ACTION OR PROCEEDING ARISING AS A RESULT OF OR RELATING TO THIS AGREEMENT OR ANY DOCUMENT DELIVERED PURSUANT HERETO.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

DALLAS AREA RAPID TRANSIT

By: Dwight Burns
Name: Dwight Burns
Title: Treasurer

FIFTH THIRD EQUIPMENT FINANCE COMPANY

By: _____
Name:
Title:

AIG-FP FUNDING (CAYMAN) LIMITED

By: _____
Name:
Title:

AIG-FP SPECIAL FINANCE (CAYMAN) LIMITED

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY, not in its individual capacity, except as otherwise expressly provided, but solely as Trustee

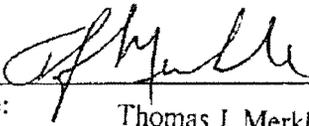
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

DALLAS AREA RAPID TRANSIT

By: _____
Name:
Title:

FIFTH THIRD EQUIPMENT FINANCE COMPANY

By:  _____
Name: Thomas J. Merkle
Title: Senior Vice President
Fifth Third Equipment Finance

AIG-FP FUNDING (CAYMAN) LIMITED

By: _____
Name:
Title:

AIG-FP SPECIAL FINANCE (CAYMAN) LIMITED

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY, not in its individual capacity, except as otherwise expressly provided, but solely as Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

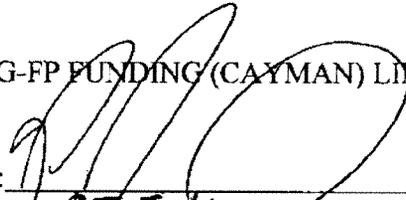
DALLAS AREA RAPID TRANSIT

By: _____
Name:
Title:

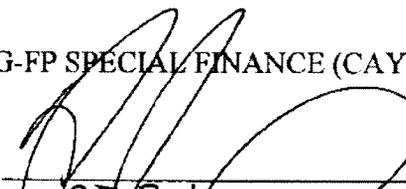
FIFTH THIRD EQUIPMENT FINANCE COMPANY

By: _____
Name:
Title:

AIG-FP FUNDING (CAYMAN) LIMITED

By: 
Name: **RJ Feliciano**
Title: **Authorized Signatory**

AIG-FP SPECIAL FINANCE (CAYMAN) LIMITED

By: 
Name: **RJ Feliciano**
Title: **Authorized Signatory**

WILMINGTON TRUST COMPANY, not in its individual capacity, except as otherwise expressly provided, but solely as Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

DALLAS AREA RAPID TRANSIT

By: _____
Name:
Title:

FIFTH THIRD EQUIPMENT FINANCE COMPANY

By: _____
Name:
Title:

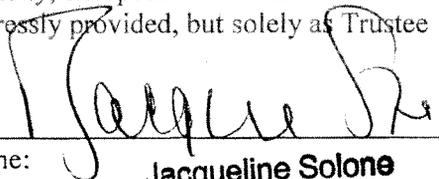
AIG-FP FUNDING (CAYMAN) LIMITED

By: _____
Name:
Title:

AIG-FP SPECIAL FINANCE (CAYMAN) LIMITED

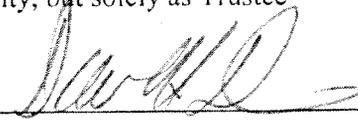
By: _____
Name:
Title:

WILMINGTON TRUST COMPANY, not in its individual capacity, except as otherwise expressly provided, but solely as Trustee

By: 
Name: **Jacqueline Solone**
Title: **Assistant Vice President**

DART 2000-F1 TRUST

By: Wilmington Trust Company, not in its individual
capacity, but solely as Trustee

By: 
Name: Drew H. Davis
Title: Assistant Vice President

ASSURED GUARANTY MUNICIPAL CORP.

By: _____
Name:
Title:

DART 2000-F1 TRUST

By: Wilmington Trust Company, not in its individual
capacity, but solely as Trustee

By: _____
Name:
Title:

ASSURED GUARANTY MUNICIPAL CORP.

By:  _____
Name: Geoffrey Durno
Title: Managing Director

Payment Instructions and Account Information

Bank: Citibank, N.A.
Account Number: 021-000-089
Account Holder: Fifth Third Leasing Exchange Corp.
Account No.: 4971699756
Attn: Lisa Petrina

Schedule II

Party	Email Address
Dallas Area Rapid Transit	NHallett@dart.org badler@dart.org Tim.Deithloff@bgllp.com jhackett@gsfadvisors.com Ben.Brooks@bgllp.com dburns@dart.org
Fifth Third Equipment Finance Company	edward.mcelveen@53.com thomas.merkle@53.com john.leonti@troutmansanders.com christine.byrnes@troutmansanders.com
AIG-FP Funding (Cayman) Limited	chris.toft@aig.com RJ.Feliciano@aig.com stan.ladner@butlersnow.com ashley.wicks@butlersnow.com
AIG-FP Special Finance (Cayman) Limited	chris.toft@aig.com stan.ladner@butlersnow.com
Wilmington Trust Company	tgoldstein@wilmingtontrust.com awoolery@wilmingtontrust.com sfrazier@morrisjames.com
DART 2000-F1 Trust	tgoldstein@wilmingtontrust.com awoolery@wilmingtontrust.com sfrazier@morrisjames.com
Assured Guaranty Municipal Corp.	MYanney@assuredguaranty.com GDurno@assuredguaranty.com msmith@whitecase.com robert.hesketh@whitecase.com

Exhibit E to
Sublease Supplement (DART 2000 F-1)

Purchase Option Price

<u>Payment Date</u>	<u>Debt Portion</u>	<u>Equity Portion</u>	<u>Total Purchase Option Price</u>
November 23, 2015	\$84,723,957.03	\$23,425,000.00	\$108,148,957.03

Payment of Transaction Costs and Expenses

All reasonable out-of-pocket costs and expenses, including reasonable legal fees and disbursements incurred in connection with the preparation, review and negotiation of this Agreement and the Equity Payment Agreement Termination Letter Agreement and the transactions contemplated hereby and thereby (the "Transaction Costs and Fees"), incurred by the parties hereto and thereto shall be paid as follows, within 15 Business Days of receipt of appropriate invoices therefor:

	Transaction Costs and Fees Incurred By:	Payable By:	Caps / Limitations
1.	DART	Equity Investor and DART	Equity Investor to pay the first \$30,000 of Transaction Costs and Fees and DART to pay any Transaction Costs and Fees in excess thereof.
2.	Equity Investor	Equity Investor	
3.	Holder Agent Equity Payment Undertaker Payment Undertaker	Holder, Agent, Equity Payment Undertaker and Payment Undertaker, as applicable	
4.	Wilmington Trust Company DART 2000-F1 Trust	Equity Investor	Transaction Costs and Fees fixed at \$6,500 for counsel costs and fees and \$2,000 for Wilmington Trust Company fees
5.	Strip Surety Provider	Equity Investor	Transaction Costs and Fees not to exceed \$23,000
6.	GSF Advisors	Equity Investor	Transaction Costs and Fees fixed at \$50,000

**Equity Investor
Receipt of Funds**

To: Dallas Area Rapid Transit
AIG-FP Funding (Cayman) Limited
AIG-FP Special Finance (Cayman) Limited
Wilmington Trust Company
DART 2000 F-1 Trust
Assured Guaranty Municipal Corp.

The undersigned refers to the Omnibus Termination Agreement, dated as of [____], 2015 (the "Agreement"), by and among the undersigned, Dallas Area Rapid Transit, AIG-FP Funding (Cayman) Limited, AIG-FP Special Finance (Cayman) Limited, Wilmington Trust Company, not in its individual capacity, except as otherwise expressly provided therein, but solely as Trustee, DART 2000-F1 Trust and Assured Guaranty Municipal Corp. (f/k/a Financial Security Assurance Inc.).

In connection with the Agreement, the Equity Investor signing this receipt below acknowledges receipt in full of the Termination Amount pursuant to the Equity Payment Agreement Termination Letter Agreement.

Dated _____, 2015

FIFTH THIRD EQUIPMENT FINANCE COMPANY

By: _____
Name:
Title:

LOST LOAN CERTIFICATE NOTICE

The undersigned hereby represents, warrants and certifies to FIFTH THIRD EQUIPMENT FINANCE COMPANY (the "Equity Investor"), DALLAS AREA RAPID TRANSIT (the "Sublessee"), DART 2000-F1 TRUST (the "Sublessor") and WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee (the "Trustee") that he/she is an authorized representative of AIG-FP FUNDING (CAYMAN) LIMITED) (the "Holder") and further represents, warrants and certifies to the Equity Investor, the Sublessee, the Sublessor and the Trustee the following:

1. Pursuant to the Loan and Security Agreement (2000-F1), dated as of October 26, 2000, the Sublessor issued and delivered a loan certificate in favor of the Holder (or its predecessor in interest) (the "Loan Certificate").
2. The Holder is unable to locate the Loan Certificate.
3. The Holder has not sold, assigned, pledged, hypothecated or otherwise transferred or executed a transfer of the Loan Certificate or any participation or other interest therein or otherwise disposed of the same, and will not sell, assign, pledge, hypothecate or otherwise transfer or execute a transfer of the Loan Certificate or any participation or other interest therein or otherwise dispose of the same, except as contemplated in the Payment Undertaker Guaranty.
4. In the event that any of the Equity Investor, the Sublessee, the Sublessor or the Trustee incur any cost, expense or liability as a consequence of the lost Loan Certificate not being delivered to the Trustee on behalf of the Sublessor for cancellation, the Holder hereby agrees to indemnify each of the Equity Investor, the Sublessee, the Sublessor and the Trustee with respect to such cost, expense or liability unless such cost, expense or liability is attributable to the gross negligence or willful misconduct of any such indemnified party.
5. The Holder agrees that if the Loan Certificate shall be found by the Holder or come into the custody or power of the Holder, the Holder will promptly deliver or cause the same to be delivered to the Trustee on behalf of the Sublessor for cancellation without requiring any consideration therefor.
6. This Lost Loan Certificate Notice shall be governed by the laws of the State of New York (including, without limitation, Sections 5-1401 and 5-1402 of the New York General Obligations Law, but excluding, to the fullest extent permitted by applicable law, all other choice of law and conflict of law rules).

AIG-FP FUNDING (CAYMAN) LIMITED

By: _____

Name:

Title:

RELEASE NOTICE

To: Assured Guaranty Municipal Corp.

From: DART 2000 F-1 Trust
Fifth Third Equipment Finance Company

_____, 2015

Ladies and Gentlemen:

Re: Policy No. 266668-N-F1

We each hereby refer to the surety policy listed above, issued as of October 26, 2000 (the "Strip Surety Policy"). Capitalized terms used and not defined herein shall have the meaning set forth in the Strip Surety Policy.

We each hereby give notice, in our respective capacities as a Beneficiary of the Strip Surety Policy, that the Strip Surety Policy is being returned to you, undrawn, and was terminated and ceased to be of any further force or effect as of the date first written above. The returned Strip Surety Policy has been marked "CANCELLED". In connection with the foregoing, we release and discharge you from the obligation to make any payments to the undersigned under the Strip Surety Policy.

Yours sincerely,

DART 2000 F-1 TRUST

By: Wilmington Trust Company, not in its individual
capacity, but solely as Trustee,
as Beneficiary

By: _____
Name:
Title:

FIFTH THIRD EQUIPMENT FINANCE COMPANY,
as Beneficiary

By: _____

Name:

Title:

cc: Dallas Area Rapid Transit

**CERTIFICATE OF CANCELLATION OF CERTIFICATE OF TRUST
OF
DART 2000-F1 TRUST**

This Certificate of Cancellation of Certificate of Trust of DART 2000-F1 TRUST (the "Trust") is being duly executed and filed by the undersigned, as trustee of the Trust, to cancel a statutory trust formed under the Delaware Statutory Trust Act (12 Del. C. §§ 3801 et seq.) (the "Act").

1. Name. The name of the statutory trust canceled hereby is DART 2000-F1 TRUST.
2. Certificate of Trust. The Certificate of Trust of the Trust was received and filed in the Office of the Secretary of State of the State of Delaware on October 25, 2000.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Cancellation of Certificate of Trust.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as trustee of the Trust

By: _____
Name:
Title:

LOST STRIP SURETY POLICY AND INDEMNITY NOTICE

November [____], 2015

Each of the undersigned hereby represent, warrant and certify to Assured Guaranty Municipal Court (f/k/a Financial Security Assurance Inc.) ("AGM") that he/she is an authorized representative of Fifth Third Equipment Finance Company (the "Equity Investor") or Wilmington Trust Company, not in its individual capacity, but solely as Trustee (the "Trustee"), as the case may be, and further represent, warrant and certify to AGM the following:

1. AGM issued and delivered the Financial Guaranty Insurance Policy No. 26668-N-F1 dated as of October 26, 2000 (the "Strip Surety Policy").
2. Neither the Equity Investor nor the Trustee is able to locate the original Strip Surety Policy.
3. Each of the Equity Investor and the Trustee hereby acknowledge that the Strip Surety Policy has been discharged and terminated and neither the Equity Investor nor the Trustee shall have no right to make any claim under the Strip Surety Policy and each of the Equity Investor and the Trustee hereby release AGM from all obligations under the Strip Surety Policy, including all liability and obligations under the Strip Surety Policy arising after the Revised Purchase Option Date.
4. Neither the Equity Invest nor the Trustee has sold, assigned, pledged, hypothecated or otherwise transferred or executed a transfer of the FSA Policy or any participation or other interest therein or otherwise dispose of the same.
5. Each of the Equity Investor and the Trustee hereby agrees to pay, and to protect, indemnify and hold harmless, AGM and its officers, shareholders, employees, agents, directors and each person, if any, who control AGM, from and against all claims, losses, liability (including penalties), actions, suits, judgments, demands, damages, cost or expenses (including, without limitations, fees and expenses of attorneys, consultants and auditors and reasonable costs of investigations) of any nature arising out of or relating to each of the Equity Investor's or the Trustee's failure to locate and return to AGM the original Strip Surety Policy, as the case may be, unless such, expense or liability is attributable to the gross negligence or willful misconduct of AGM.
6. The Equity Investor and the Trustee agree that if the FSA Policy shall be found by, or come into the custody or power of, either the Equity Investor or the Trustee, as the case may be, such party will promptly deliver or cause the same to be delivered to AGM for cancellation without requiring any consideration therefor.
7. This Lost Strip Surety Policy and Indemnity Notice shall be governed by the laws of the State of New York.

FIFTH THIRD EQUIPMENT FINANCE COMPANY

By: _____
Name:
Title:

DART 2000-F1 TRUST

By: Wilmington Trust Company,
not in its individual capacity, but solely as Trustee

By: _____
Name:
Title: