

MAR 12 '99

4-30 PM

**LETTER AMENDMENT**

March 12, 1999

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

Re: WMATA 1999 Trust CCC

Dear Mr. Williams:

We are the signatories of the following documents, which were filed with the Surface Transportation Board on March 11, 1999, under the numbers 22066, 22066A, 22066B, 22066C, 22066D and 22066E:

- (i) Short Form of Head Lease, dated as of March 11, 1999, between the Washington Metropolitan Area Transit Authority ("WMATA") and WMATA 1999 TRUST CCC A, a Delaware statutory business trust (the "Trust");
- (ii) Short Form of Lease, dated as of March 11, 1999, between the Trust and WMATA;
- (iii) Short Form of Equipment Mortgage and Pledge Agreement, dated as of March 11, 1999, between WMATA and the Trust;
- (iv) Short Form of Lessor's Security Agreement, dated as of March 11, 1999, between the Trust and WMATA;
- (v) Short Form of Head Lessor's Lease Mortgage, dated as of March 11, 1999 between WMATA and the Trust; and
- (vi) Short Form of Loan Agreement, dated as of March 11, 1999, between the Trust, AIG-FP Funding (Cayman) Limited and AIG Financial Products (Jersey) Limited (collectively, "the Short Form Agreements").

We hereby amend each of the Short Form Agreements, as indicated on the attached Exhibit A, such that the term "of even date herewith" is deleted and the term "dated March 12, 1999" is inserted.

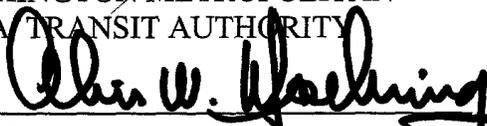
IN WITNESS WHEREOF, the below have executed this letter amendment as of

the date first written:

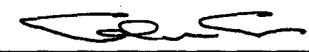
WMATA 1999 TRUST CCC A, by and through Wilmington Trust Company, not in its individual capacity but solely as Trustee

By:   
Name: **W. CHRIS SPONENBERG**  
Title: **ASSISTANT VICE PRESIDENT**

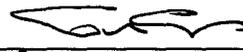
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

By:   
Name: **ALVIN W. DOERING**  
Title: **TREASURER**

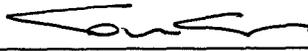
AIG-FP FUNDING (CAYMAN) LIMITED, as Agent

By:   
Name: *Colum Carr*  
Title: *Authorized Signatory*

AIG-FP FUNDING (CAYMAN) LIMITED, as Series A Lender

By:   
Name: *Colum Carr*  
Title: *Authorized Signatory*

AIG-FP FUNDING (CAYMAN)  
LIMITED, as Series B Lender

By:   
Name: *Colum Carr*  
Title: *Authorized Signatory*

AIG FINANCIAL PRODUCTS  
(JERSEY) LIMITED, as Series C Lender

By:   
Name: *Colum Carr*  
Title: *Authorized Signatory*

**EXHIBIT A**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

O'Melveny & Myers LLP  
153 East 53rd Street  
New York, New York 10022

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**SHORT FORM OF HEAD LEASE**

This Short Form of Head Lease is made and dated as of the 11 day of March, 1999, by and among, **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**, a body corporate and politic created and existing under and by virtue of a compact between the State of Maryland, the Commonwealth of Virginia and the District of Columbia and having an address at 600 Fifth Street, NW, Washington, D.C. 20001 ("**Head Lessor**") and **WMATA 1999 TRUST CCC A** ("**Head Lessee**"), a Delaware statutory business trust, having an address in care of Wilmington Trust Company, 1100 North Market Street, Wilmington, Delaware 19890-0001:

**A.** Head Lessor is the owner of that certain Equipment described in Exhibit A attached hereto and incorporated herein by reference (the "**Equipment**").

**B.** Head Lessor desires to lease the Equipment to Head Lessee, and Head Lessee desires to lease the Equipment from the Head Lessor on the terms and conditions set forth in that certain Head Lease Agreement between Head Lessor and Head Lessee, ~~of date even herewith~~ (the "**Head Lease**"), which by this reference is incorporated herein and made a part hereof as if set forth at length.

*dated March 12, 1999,*

**C.** Head Lessor and Head Lessee desire to record this Short Form of Head Lease with the U.S. Surface Transportation Board to give constructive notice of Head Lessee's leasehold interest in the Equipment.

**D.** Attached hereto as Exhibit B is a Head Lease Certificate of Acceptance between Head Lessor and Head Lessee of even date herewith, which is incorporated herein by reference and made a part hereof as if set forth at length.

In consideration of the foregoing recitals, and for other good and allowable consideration, the receipt and sufficiency of which are hereby acknowledged, Head Lessor and Head Lessee agree as follows:

**1. Property Leased.** Head Lessor hereby leases to Head Lessee, and Head Lessee hereby leases from Head Lessor, the Equipment for the term, and on the covenants and conditions set forth in the Head Lease, which Head Lease is by this reference incorporated herein and made a part hereof as if set forth herein at length.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

O'Melveny & Myers LLP  
153 East 53rd Street  
New York, New York 10022

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**SHORT FORM OF LEASE**

This Short Form of Lease is made and dated as of the 11 day of March, 1999, by and among, **WMATA 1999 TRUST CCC A**, a Delaware statutory business trust ("Lessor"), and having an address in care of Wilmington Trust Company, 1100 North Market Street, Wilmington, Delaware 19890-0001, and **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**, a body corporate and politic created and existing under and by virtue of a compact between the State of Maryland, the Commonwealth of Virginia and the District of Columbia ("Lessee"), and having an address at 600 Fifth Street, NW, Washington, DC 20001.

A. Lessor is the owner of a leasehold interest in certain Equipment described in Exhibit A attached hereto and incorporated herein by reference (the "**Equipment**").

B. Lessor desires to lease the Equipment to Lessee, and Lessee desires to lease the Equipment from the lessor, on the terms and conditions set forth in that certain Lease Agreement between Lessor and Lessee <sup>dated March 12, 1999</sup> ~~of date even herewith~~ (the "**Lease**"), which by this reference is incorporated herein and made a part hereof as if set forth at length.

C. Lessor and Lessee desire to record this Short Form of Lease with the U.S. Surface Transportation Board to give constructive notice of Lessee's interest in the Equipment.

D. Attached hereto as Exhibit B is a Lease Certificate of Acceptance between Lessor and Lessee of date even herewith, which is incorporated by reference herein and made a part hereof as if set forth at length.

In consideration of the foregoing recitals, and for other good and allowable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor agree as follows:

1. **Property Leased.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment for the term, and on the covenants and conditions set forth in the Lease, which Lease is by this reference incorporated herein and made a part hereof as fully as if set forth herein at length.

2. **Term of Lease.** The above-described lease term is for the term set forth in the Lease, subject to any extension or renewal options contained in the Lease.

3. **Conflict With Lease.** In the event of any conflict between this Short Form of Lease and the Lease, the terms, covenants and conditions of the Lease shall control.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

O'Melveny & Myers LLP  
153 East 53rd Street  
New York, New York 10022

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## SHORT FORM OF EQUIPMENT MORTGAGE AND PLEDGE AGREEMENT

This Short Form of Equipment Mortgage and Pledge Agreement is made and dated as of the   /  /   day of March, 1999, by and among, **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**, a body corporate and politic created and existing under and by virtue of a compact between the State of Maryland, the Commonwealth of Virginia and the District of Columbia (the "**Mortgagor**") and having an address at 600 Fifth Street, NW, Washington, DC 20001 and **WMATA 1999 TRUST CCC A**, a Delaware statutory business trust (the "**Mortgagee**"), having an address in care of Wilmington Trust Company, 1100 North Market Street, Wilmington, Delaware 19890-0001:

*Dated March 12, 1999*

**A.** The Mortgagor desires to grant a security interest and lien as described below to Mortgagee, and Mortgagee desires to obtain such security interest and lien, on the terms and conditions set forth that certain Equipment Mortgage and Pledge Agreement, ~~of date even herewith~~ (the "**Equipment Mortgage**"), which by this reference is incorporated herein and made a part hereof as if set forth at length.

**B.** The Mortgagor and Mortgagee desire to record this Short Form of Equipment Mortgage and Pledge Agreement in order to give constructive notice with the U.S. Surface Transportation Board of Mortgagee's security interest in the Equipment.

In consideration of the foregoing recitals, and for other good and allowable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and Mortgagee agree as follows:

**1. Property Subject to Equipment Mortgage:** Mortgagor hereby grants a mortgage, security interest in and lien upon the following: (a) the Equipment described in Exhibit A attached hereto and incorporated herein by reference (the "**Equipment**"); (b) all rights, claims and causes of action, if any, that the Mortgagor may have against any Person in respect of the foregoing; and (c) all property received upon the sale, exchange, collection of any and all of the foregoing.

**2. Conflict With Equipment Mortgage:** In the event of any conflict between this Short Form of Equipment Mortgage and Pledge Agreement and the Equipment Mortgage, the terms, covenants and conditions of the Equipment Mortgage shall control.

**3. Counterparts:** This Short Form of Equipment Mortgage and Pledge Agreement may be executed in one or more counterparts, but there shall be only one original.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

O'Melveny & Myers LLP  
153 East 53rd Street  
New York, New York 10022

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**SHORT FORM OF LESSOR'S SECURITY AGREEMENT**

This Short Form of Lessor's Security Agreement is made and dated as of the 11 day of March, 1999, by and among **WMATA 1999 TRUST CCC A** (the "Lessor"), a Delaware statutory business trust, having an address in care of Wilmington Trust Company, 1100 North Market Street, Wilmington, Delaware 19890-0001, and **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY** (the "Lessee"), a body corporate and politic created and existing under and by virtue of a compact between the State of Maryland, the Commonwealth of Virginia and the District of Columbia and having an address at 600 Fifth Street, NW, Washington D.C. 20001.

*dated March 12, 1999,*

A. Pursuant to the Lessor's Security Agreement, ~~of even date herewith~~ ("the Lessor's Security Agreement"), which by this reference is incorporated herein and made a part hereof as if set forth at length, the Lessor desires to assign certain interests, including interests in that certain Equipment set forth in Exhibit A hereto, as security for certain obligations of the Lessor; and

B. The Lessor and the Lessee desire to record this Short Form of Lessor's Security Agreement with the U.S. Surface Transportation Board to give constructive notice of Lessee's security interest;

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and allowable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee agree as follows:

1. **Property Subject to Head Lessor's Lease Mortgage:** Pursuant to, and in accordance with, the Lessor's Security Agreement, the Lessor hereby grants, bargains, sells, assigns, transfers, conveys, mortgages, pledges and confirms to the Lessee, and its successors and permitted assigns, a security interest in and lien upon all right, title and interest in, to and under the Lessor Collateral as that term is defined in the Lessor's Security Agreement.

2. **Conflict With Head Lessor's Lease Mortgage:** In the event of any conflict between this Short Form of Lessor's Security Agreement and the Lessor's Security Agreement, the terms, covenants and conditions of the Lessor's Security Agreement shall control.

3. **Counterparts:** This Short Form of Lessor's Security Agreement may be executed in one or more counterparts, but there shall only be one original and all of which taken together shall constitute one and the same instrument. Signature pages may be detached from

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

O'Melveny & Myers LLP  
153 East 53rd Street  
New York, New York 10022

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**SHORT FORM OF HEAD LESSOR'S LEASE MORTGAGE**

This Short Form of Head Lessor's Lease Mortgage is made and dated as of the 11 day of March, 1999, by and among **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**, a body corporate and politic created and existing under and by virtue of a compact between the State of Maryland, the Commonwealth of Virginia and the District of Columbia and having an address at 600 Fifth Street, NW, Washington, D.C. 20001 (the "Head Lessor") and **WMATA 1999 TRUST CCC A**, a Delaware statutory business trust, having an address in care of Wilmington Trust Company, 1100 North Market Street, Wilmington, Delaware 19890-0001 (the "Head Lessee").

A. The Head Lessor and the Head Lessee have entered into a Head Lease Agreement pursuant to which the Head Lessor has leased certain Equipment described in Exhibit A attached hereto and incorporated herein by reference (the "Equipment"); and

B. The Head Lessor and the Head Lessee desire to record this Short Form of Head Lessor's Lease Mortgage with the U.S. Surface Transportation Board to give constructive notice of Head Lessor's Lease Mortgage, ~~of even date herewith~~ (the "Head Lessor's Lease Mortgage"), described further below. *dated March 12, 1999*

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and allowable consideration, the receipt and sufficiency of which are hereby acknowledged, the Head Lessor and Head Lessee agree as follows:

1. **Property Subject to Head Lessor's Lease Mortgage:** The Head Lessee hereby conveys, mortgages, assigns, transfers and pledges to the Head Lessor, and grants to the Head Lessor, a lien on, and a security interest in, all of the Head Lessee's right, title and interest in, to and under the Lease, the Equipment and any Proceeds, but excluding all Head Lease Excepted Payments and Rights (and any Proceeds thereof), as each of these terms is defined in the Head Lessor's Lease Mortgage.

2. **Conflict With Head Lessor's Lease Mortgage:** In the event of any conflict between this Short Form of Head Lessor's Lease Mortgage and the Head Lessor's Lease Mortgage, the terms, covenants and conditions of the Head Lessor's Lease Mortgage shall control.

3. **Counterparts:** This Short Form of Head Lessor's Lease Mortgage may be executed in one or more counterparts, but there shall only be one original and all of which taken together shall constitute one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

O'Melveny & Myers LLP  
153 East 53rd Street  
New York, New York 10022

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**SHORT FORM OF LOAN AGREEMENT**

This Short Form of Loan Agreement is made and dated as of the 11 day of March, 1999, by and among, **WMATA 1999 TRUST CCC A**, a Delaware statutory business trust (the "**Trust**"), having an address in care of Wilmington Trust Company, 1100 North Market Street, Wilmington, Delaware 19890-0001 and **AIG-FP Funding (Cayman) Limited** (the "**Series A Lender**" and "**Series B Lender**" collectively, the "**Lender**"), **AIG Financial Products (Jersey) Limited** (the "**Series C Lender**") and **AIG-FP Funding (Cayman) Limited** (the "**Agent**") having an address at c/o Maples & Calder, P.O. Box 309, Ugland House, South Church Street, Grand Cayman, Cayman Islands:

A. The Lender herein desires to obtain a security interest as described herein from Trust, and Trust desires to grant such security interest to the Lender, on the terms and conditions set forth in that certain Loan and Security Agreement between the Lender, the Agent and the Trust, ~~of date even herewith~~ (the "**Loan Agreement**"), which by this reference is incorporated herein and made a part hereof as if set forth at length; and

*dated March 12, 1999*

B. The Trust, the Agent and the Lender desire to record this Short Form of Loan Agreement with the U.S. Surface Transportation Board to give constructive notice of the Lender's security interest.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and allowable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trust, the Agent and the Lender agree as follows:

1. **Property Subject to Loan Agreement:** Pursuant to, and in accordance with, the Loan Agreement, the Trust, subject to certain exceptions, hereby grants a first priority security interest to the Agent as secured party for the benefit of itself and Lender in (i) that certain Equipment described in Exhibit A attached hereto and incorporated herein by reference (the "**Equipment**"); and (ii) right, title and interest of the Trust under certain documents enumerated in the Loan Agreement, including (a) amounts payable under such documents and (b) all other property acquired by the Trust under such documents.

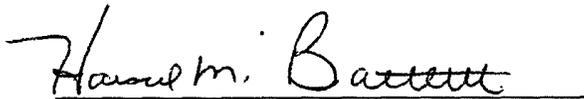
2. **Conflict With Loan Agreement:** In the event of any conflict between this Short Form of Loan Agreement and the Loan Agreement, the terms, covenants and conditions of the Loan Agreement shall control.

3. **Counterparts:** This Short Form of Loan Agreement may be executed in one or more counterparts, but there shall only be one original and all of which taken together shall constitute one and the same instrument. Signature pages may be detached from multiple

Acknowledgment  
Pursuant to 49 C.F.R. § 1177.3

I, Harold M. Bartlett, certify that I am Secretary of the Washington Metropolitan Area Transit Authority ("WMATA"), a body corporate and politic created and existing under and by virtue of a compact between the State of Maryland, the Commonwealth of Virginia and the District of Columbia, that the seal affixed to the foregoing instrument is the seal of WMATA, that the instrument was signed and sealed on behalf of WMATA by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of WMATA. I further declare under penalty of perjury that the foregoing is true and correct.

Executed on March \_\_, 1999.

A handwritten signature in cursive script that reads "Harold M. Bartlett". The signature is written in black ink and is positioned above a solid horizontal line.

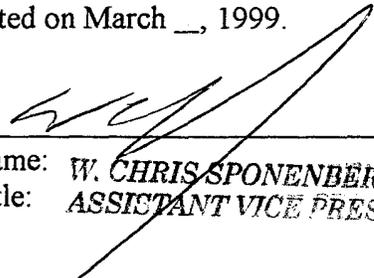
Name: Harold M. Bartlett

Title: Secretary

Acknowledgment  
Pursuant to 49 C.F.R. § 1177.3

I, W. CHRIS SPONENBERG, certify that I am  
ASSISTANT VICE PRESIDENT of Wilmington Trust Company, the Trustee of WMATA 1999  
TRUST CCC A, a Delaware statutory business trust, that the instrument was signed and sealed  
on behalf of the Trust by authority of its Trustee, and that I acknowledge that the execution of  
the foregoing instrument was the free act and deed of the Trust. I further declare under penalty  
of perjury that the foregoing is true and correct.

Executed on March \_\_, 1999.

  
Name: W. CHRIS SPONENBERG  
Title: ASSISTANT VICE PRESIDENT

Acknowledgment  
Pursuant to 49 C.F.R. § 1177.3

I, COLUM CARR, certify that I am  
AUTHORIZED SIGNATORY of AIG-FP Funding (Cayman) Limited (the "Series A Lender,"  
"Series B Lender," and "Agent," collectively, the "Lender and the Agent"), that the instrument  
was signed on behalf of the Lender and the Agent by authority of their Board of Directors, and  
that I acknowledge that the execution of the foregoing instrument was the free act and deed of  
the Lender and the Agent. I further declare under penalty of perjury that the foregoing is true  
and correct.

Executed on March \_\_, 1999.

  
Name: Colum Carr  
Title: Authorized Signatory

Acknowledgment  
Pursuant to 49 C.F.R. § 1177.3

I, COLUM CARR, certify that I am  
AUTHORIZED SIGNATORY of AIG-FP Funding (Jersey) Limited (the "Series C Lender," ), that  
the instrument was signed on behalf of the Series C by authority of its Board of Directors, and  
that I acknowledge that the execution of the foregoing instrument was the free act and deed of  
the Lender and the Agent. I further declare under penalty of perjury that the foregoing is true  
and correct.

Executed on March \_\_, 1999.

  
Name: Authorized Signatory  
Title: Colum Signatory

## Certificate that Copy is Complete and Identical

The undersigned hereby certifies that:

- A. He/She has compared the attached copy of Short Form of Loan Agreement to the original and has found the copy to be complete and identical in all respects to the original document.
- B. He/she declares under penalty of perjury that the foregoing is true and correct and that this certificate was executed at 4:30pm, on March 15, 1999.

  
Selwyn Robinson