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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

September 25, 2002

RECORDATION NO. 24126-A FILED

SEP 25 '02 5-15 PM

SURFACE TRANSPORTATION BOARD

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Loan and Security Agreement (2002-A), dated as of September 25, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement which is being filed with the Board under Recordation Number _____.

The names and addresses of the parties to the enclosed document are:

| | |
|---|---|
| Trust: | MTA 2002-A Trust<br>c/o Wilmington Trust Company, not in its individual capacity, but solely as Trustee under the Trust Agreement (2002-A)<br>Rodney Square North<br>1100 North Market Street<br>Wilmington, DE 19890-1605 |
| Series A Lender: | FSA Global Funding Limited<br>c/o QSPV Limited<br>P.O. Box 1093 GT<br>South Church Street<br>George Town, Grand Cayman<br>Cayman Islands |

Series B Lender
and Agent: Bayerische Hypo-und Vereinsbank
Aktiengesellschaft, New York Branch
150 East 42nd Street
New York, NY 10017

Series B Lender: The Royal Bank of Scotland plc
New York Branch
Commercial Loans Department
101 Park Avenue, 12th Floor
New York, NY 10178

A description of the railroad equipment covered by the enclosed document is:

Two hundred and fifty (250) railcars bearing Metropolitan Transportation Authority reporting marks within the series 6361A – 6740A, not inclusive, and within the series 7546A - 7670A, not inclusive, more particularly set forth in Schedule A of the Memorandum of Loan and Security Agreement.

A short summary of the document to appear in the index is:

Memorandum of Loan and Security Agreement (2002-A).

Also enclosed is a check in the amount of $30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/anm
Enclosures

MEMORANDUM OF LOAN AND SECURITY AGREEMENT (2002-A) dated as of September 25, 2002, among MTA 2002-A Trust (the "Trust"), FSA GLOBAL FUNDING LIMITED, as Series A Lender, BAYERISCHE HYPO-UND VEREINSBANK AKTIENGESELLSCHAFT, NEW YORK BRANCH, as Series B Lender and Agent, and THE ROYAL BANK OF SCOTLAND PLC, NEW YORK BRANCH, as Series B Lender. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in Appendix A to the Participation Agreement (2002-A) dated as of September 25, 2002 among Metropolitan Transportation Authority, as Lessee, MTA 2002-A Trust, as Lessor, Grant Transit Co., as Equity Investor, FSA Global Funding Limited, as Series A Lender, Bayerische Hypo-und Vereinsbank Aktiengesellschaft, New York Branch, as Series B Lender and Agent, The Royal Bank of Scotland plc, New York Branch, as Series B Lender and Wilmington Trust Company, as Trustee and in its individual capacity only to the extent expressly provided therein.

WHEREAS, the Trust, the Lenders and the Agent have entered into that certain Loan and Security Agreement (2002-A) dated as of September 25, 2002 (the "Loan Agreement") (the terms of which are incorporated herein by reference), whereby the Trust granted, bargained, sold, assigned, transferr edged and confirmed (i) unto the Agent, on behalf a successors and assigns, a first priority security interest in. est of the Trust in, to and under, and granted the Agent rust's right, title and interest in the following describe bed in clauses (A) - (G) below, whether now held or herea erty and (ii) unto the Series A Lender, a first priority securi ll right, title and interest of the Trust in, to and under, the p l in clause (H) below, whether now held or hereafter acquir property, rights and privileges as are conveyed pursuan event and always excluding Excepted Property, being he "):

STB

Copy

(A) all now held or hereafter acquired in and to the bed in Schedule A hereto);

(B) the anties, the Lease, the Lease Supplement, the Participation Agreement (except all representations and covenants made by the Agent and the Lenders therein) and any Service Contract (collectively, the "Loan Estate Documents"), including all amounts of Lease Rent and Supplemental Rent and payments of any kind thereunder including all ancillary rights thereto, including without limitation, Termination Value, Fair Market Sales Value, Stipulated Loss Value, Agreed Purchase Option Price, all other amounts payable under the Loan Estate Documents, insurance proceeds and condemnation, requisition and other awards and payments of any kind for or with respect to the

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SURFACE TRANSPORTATION BOARD

Equipment (including proceeds and payments received pursuant to any sale of the Equipment under Section 14 or 15 of the Lease or pursuant to the exercise of any of the remedies provided in Section 17 of the Lease);

(C) all rights of the Trust with respect to or arising out of any Loan Estate Document to exercise any election or option or to give or receive any notice, consent, waiver or approval or to take any other action under any Loan Estate Document or to accept any surrender or redelivery of any Item of Equipment or any Part thereof, as well as all rights, powers and remedies of the Trust whether acting under any Loan Estate Document or by statute or at law or in equity, or otherwise, arising out of any Event of Default;

(D) all moneys and securities relating to or arising out of the Loan Estate Documents that are now or hereafter required to be paid to, or deposited with, the Lenders by or for the account of the Trust or the Lessee pursuant to the terms of any Loan Estate Document;

(E) all rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of this Agreement, including, without limitation, all payments or proceeds payable to the Trust after termination of the Lease with respect to Equipment as a result of the sale, lease or other disposition thereof, and all estate, right, title and interest of every nature whatsoever of the Trust in and to the same and every part thereof;

(F) all other property of every kind and description and interests therein now held or hereafter acquired by the Trust pursuant to any term of any Loan Estate Document, wherever located and subjected to the Lien of this Agreement by a supplement hereto, and the Agent is hereby authorized to receive any such property subject to and in accordance with the terms of this Agreement as then supplemented;

(G) all proceeds of the foregoing of whatever kind or nature, including all claims against third parties for destruction, loss or damage to any of the foregoing or otherwise; and

(H) with respect to the Series A Loan Certificates only, all estate, right, title and interest now held or hereafter acquired by the Trust in, to and under the Debt Payment Undertaking Agreement, and any Acceptable Substitute Credit Protection substituted therefor (the "Special Series A Collateral Documents" and together with the Loan Estate Documents, the "Collateral Documents"), including, without limitation, (a) the right of the Trust to receive payment of any and all amounts or other sums of any kind payable thereunder or in respect thereof as well as all rights of the Trust to enforce payment of any such amounts or sums, (b) the right of the Trust to exercise any election or option or to make any decision or determination or to give or receive any notice, consent, waiver or approval under the Special Series A Collateral Documents, (c) the right of the Trust to take any other action under or in respect of the Special Series A Collateral Documents as well as all rights, powers and remedies of the Trust whether acting under the Special Series A Collateral Documents or by statute or at law or in equity or

otherwise arising out of any default under the Special Series A Collateral Documents, (d) all other property of every kind and description and interests therein now held or hereafter acquired by the Trust pursuant to any term of the Special Series A Collateral Documents wherever located and subjected to the Lien of this Agreement by a supplement hereto, and the Series A Lender is hereby authorized to receive any such property subject to and in accordance with the terms of this Agreement as then supplemented and (e) all proceeds of the foregoing of whatever kind or nature, including without limitation all claims against third parties for destruction, loss or damage to any of the foregoing or otherwise (such property, rights and privileges described in this clause (H) being hereinafter referred to as the "Special Series A Collateral").

**BUT EXCLUDING, HOWEVER**, from the Collateral subject to the foregoing Granting Clause (i) all Excepted Property and (ii) any payments or amounts which have been distributed to the Trust or any other Person in accordance with the provisions of the Loan Agreement, AND SUBJECT TO Sections 2.02, 3.05, 8.01 of the Loan Agreement and the provisions with respect to Excepted Rights set forth in Section 5.05 of the Loan Agreement;

WHEREAS, concurrently with the delivery hereof, the Trust is delivering to the Agent the originally executed counterparts of the Lease and the Lease Supplement and to the Series A Lender the originally executed counterpart of the Debt Payment Undertaking Agreement (to each of which documents a chattel paper receipt is attached); and

WHEREAS, this memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Agent and the Series A Lender, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

MTA 2002-A TRUST

BY: WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as Trustee
under the Trust Agreement (2002-A)

By:_____
Name:
Title: **Donald G. MacKelcan**
**Vice President**

FSA GLOBAL FUNDING LIMITED,
as Series A Lender

By:_____
Name:
Title:

BAYERISCHE HYPO-UND VEREINSBANK
AKTIENGESELLSCHAFT, NEW YORK
BRANCH, as Series B Lender and Agent

By:_____
Name:
Title:

THE ROYAL BANK OF SCOTLAND PLC, NEW
YORK BRANCH, as Series B Lender

By:_____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Agent and the Series A Lender, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

MTA 2002-A TRUST

BY: WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as Trustee
under the Trust Agreement (2002-A)

By:_____
Name:
Title:

FSA GLOBAL FUNDING LIMITED,
as Series A Lender

By:_____
Name:
Title:

BAYERISCHE HYPO-UND VEREINSBANK
AKTIENGESELLSCHAFT, NEW YORK
BRANCH, as Series B Lender and Agent

By:_____
Name:
Title:

THE ROYAL BANK OF SCOTLAND PLC, NEW
YORK BRANCH, as Series B Lender

By:_____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Agent and the Series A Lender, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

MTA 2002-A TRUST

BY: WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as Trustee
under the Trust Agreement (2002-A)

By:_____
Name:
Title:

FSA GLOBAL FUNDING LIMITED,
as Series A Lender

By:_____
Name:
Title:

BAYERISCHE HYPO-UND VEREINSBANK
AKTIENGESELLSCHAFT, NEW YORK
BRANCH, as Series B Lender and Agent

By:_____
Name: Jens H. Burr
Title: Director

By: Danielle Savino
Name: Danielle S. Savino
Title: Associate

THE ROYAL BANK OF SCOTLAND PLC, NEW
YORK BRANCH, as Series B Lender

By:_____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Agent and the Series A Lender, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

MTA 2002-A TRUST

BY: WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as Trustee
under the Trust Agreement (2002-A)

By:_____
Name:
Title:

FSA GLOBAL FUNDING LIMITED,
as Series A Lender

By:_____
Name:
Title:

BAYERISCHE HYPO-UND VEREINSBANK
AKTIENGESELLSCHAFT, NEW YORK
BRANCH, as Series B Lender and Agent

By:_____
Name:
Title:

THE ROYAL BANK OF SCOTLAND PLC, NEW
YORK BRANCH, as Series B Lender

By: J.S. Godier
Name: J.S. Godier
Title: Senior Vice President

STATE OF Delaware )
)ss.:
COUNTY OF New Castle )

On this 18th day of September, 2002, before me personally appeared Donald G. MacKelcan, to me personally known, who, by me being duly sworn, says that he/she is the Vice President of Wilmington Trust Company, that the foregoing instrument was signed on behalf of MTA 2002-A Trust by Wilmington Trust Company, as Trustee under the Trust Agreement (2002-A), and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said MTA 2002-A Trust and Wilmington Trust Company.

Janel R. Havrilla
Notary Public
JANEL R. HAVRILLA
NOTARY PUBLIC-DELAWARE
My Commission Expires Feb. 2, 2005

My Commission Expires: _____

STATE OF NEW YORK )
)ss.:
COUNTY OF QUEENS )

On this 24th day of September, 2002, before me personally appeared Steven J. Berkowitz, to me personally known, who, by me being duly sworn, says that he/she is the Attorney-in-fact of FSA Global Funding Limited, that the foregoing instrument was signed on behalf of said FSA Global Funding Limited by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said FSA Global Funding Limited.

Audrey A. Udit
Notary Public
AUDREY A. UDIT
Notary Public, State of New York
No. 01UD4973019
Qualified in Queens County
Commission Expires 10-9-~~98~~ 2002

My Commission Expires: 10-9-2002



DOCSPNW1:250821
41549-3 M44

Sep-25-02 04:35pm From-FINANCIAL SECURITY ASSURANCE 12123383529 T-599 P.07/08 F-535

STATE OF New York )
)ss.:
COUNTY OF New York )

On this _____ day of September, 2002, before me personally appeared James H. Burr, to me personally known, who, by me being duly sworn, says that he/she is the Director of Bayerische Hypo-und Vereinsbank Aktiengesellschaft, New York Branch, that the foregoing instrument was signed on behalf of said Bayerische Hypo-und Vereinsbank Aktiengesellschaft, New York Branch by authority of its Board of Directors, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said Bayerische Hypo-und Vereinsbank Aktiengesellschaft, New York Branch.

YVONNE ARCHER
Notary Public, State of New York
No. 24-01AR5004159
Qualified in Kings County
Commission Expires Nov. 9, 2002

Yvonne Archer
Notary Public

My Commission Expires: November 9, 2002

STATE OF New York )
)ss.:
COUNTY OF New York )

On this _____ day of September, 2002, before me personally appeared Danielle S. Savino, to me personally known, who, by me being duly sworn, says that he/she is the Associate of Bayerische Hypo-und Vereinsbank Aktiengesellschaft, New York Branch, that the foregoing instrument was signed on behalf of said Bayerische Hypo-und Vereinsbank Aktiengesellschaft, New York Branch by authority of its Board of Directors, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said Bayerische Hypo-und Vereinsbank Aktiengesellschaft, New York Branch.

Yvonne Archer
Notary Public

My Commission Expires: November 9, 2002

YVONNE ARCHER
Notary Public, State of New York
No. 24-01AR5004159
Qualified in Kings County
Commission Expires Nov. 9, 2002



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41549-3 M44

STATE OF )
)ss.:
COUNTY OF )

On this 25th day of September, 2002, before me personally appeared John Godier, to me personally known, who, by me being duly sworn, says that he/she is the Senior Vice President of The Royal Bank of Scotland plc, New York Branch, that the foregoing instrument was signed on behalf of said The Royal Bank of Scotland plc, New York Branch by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said The Royal Bank of Scotland plc, New York Branch.

Michael C. Loughney
Notary Public

My Commission Expires: July 10, 2003

M[illegible] LOUGHNEY
Notary [illegible] New York
[illegible]
C[illegible] [illegible]rk County
Commission Expires July 10, 2003

| Schedule A (2002-A) | | | |
|---|---|---|---|
| | | | |
| Bombardier | | Kawasaki | |
| | | | |
| Car # | Trainset # | Car # | Trainset # |
| 6736A | 88 | 7546A | |
| 6737B | | 7547B | |
| 6738B | | 7548B | 68 |
| 6739B | | 7549B | |
| 6740A | | 7550A | |
| 6431A | 27 | 7551A | |
| 6432B | | 7552B | |
| 6433B | | 7553B | 69 |
| 6434B | | 7554B | |
| 6435A | | 7555A | |
| 6466A | 34 | 7556A | |
| 6467B | | 7557B | |
| 6468B | | 7558B | 70 |
| 6469B | | 7559B | |
| 6470A | | 7560A | |
| 6566A | 54 | 7561A | |
| 6567B | | 7562B | |
| 6568B | | 7563B | 71 |
| 6569B | | 7564B | |
| 6570A | | 7565A | |
| 6376A | 16 | 7566A | |
| 6377B | | 7567B | |
| 6378B | | 7568B | 72 |
| 6379B | | 7569B | |
| 6380A | | 7570A | |
| 6436A | 28 | 7571A | |
| 6437B | | 7572B | |
| 6438B | | 7573B | 73 |
| 6439B | | 7574B | |
| 6440A | | 7575A | |
| 6361A | 7 | 7576A | |
| 6362B | | 7577B | |
| 6363B | | 7578B | 74 |
| 6364B | | 7579B | |

| Schedule A (2002-A) | | | |
|---|---|---|---|
| | | | |
| Bombardier | | Kawasaki | |
| | | | |
| Car # | Trainset # | Car # | Trainset # |
| 6365A | | 7580A | |
| 6366A | 14 | 7581A | |
| 6367B | | 7582B | |
| 6368B | | 7583B | 75 |
| 6369B | | 7584B | |
| 6370A | | 7585A | |
| 6371A | 15 | 7586A | |
| 6372B | | 7587B | |
| 6373B | | 7588B | 76 |
| 6374B | | 7589B | |
| 6375A | | 7590A | |
| 6386A | 18 | 7591A | |
| 6387B | | 7592B | |
| 6388B | | 7593B | 77 |
| 6389B | | 7594B | |
| 6390A | | 7595A | |
| 6391A | 19 | 7596A | |
| 6392B | | 7597B | |
| 6393B | | 7598B | 78 |
| 6394B | | 7599B | |
| 6395A | | 7600A | |
| 6401A | 21 | 7601A | |
| 6402B | | 7602B | |
| 6403B | | 7603B | 79 |
| 6404B | | 7604B | |
| 6405A | | 7605A | |
| 6381A | 17 | 7606A | |
| 6382B | | 7607B | |
| 6383B | | 7608B | 80 |
| 6384B | | 7609B | |
| 6385A | | 7610A | |
| 6396A | 20 | 7611A | |
| 6397B | | 7612B | |
| 6398B | | 7613B | 81 |

| Schedule A (2002-A) | | | |
|---|---|---|---|
| | | | |
| Bombardier | | Kawasaki | |
| | | | |
| Car # | Trainset # | Car # | Trainset # |
| 6399B | | 7614B | |
| 6400A | | 7615A | |
| 6406A | 22 | | |
| 6407B | | 7617B | |
| 6408B | | 7618B | 82 |
| 6409B | | 7619B | |
| 6410A | | 7620A | |
| 6461A | 33 | | |
| 6462B | | 7622B | |
| 6463B | | 7623B | 83 |
| 6464B | | 7624B | |
| 6465A | | 7625A | |
| 6471A | 35 | 7626A | |
| 6472B | | 7627B | |
| 6473B | | 7628B | 84 |
| 6474B | | 7329B | |
| 6475A | | 7630A | |
| 6481A | 37 | 7631A | |
| 6482B | | 7632B | |
| 6483B | | 7633B | 85 |
| 6484B | | 7634B | |
| 6485A | | 7635A | |
| 6491A | 39 | 7636A | |
| 6492B | | 7637B | |
| 6493B | | 7638B | 86 |
| 6494B | | 7639B | |
| 6495A | | 7640A | |
| 6496A | 40 | 7641A | |
| 6497B | | 7642B | |
| 6498B | | 7643B | 87 |
| 6499B | | 7644B | |
| 6500A | | 7645A | |
| 6486A | 38 | 7646A | |
| 6487B | | 7647B | |

| Schedule A (2002-A) | | | |
|---|---|---|---|
| | | | |
| Bombardier | | Kawasaki | |
| | | | |
| Car # | Trainset # | Car # | Trainset # |
| 6488B | | 7648B | 88 |
| 6489B | | 7649B | |
| 6490A | | 7650A | |
| 6456A | 32 | 7651A | |
| 6457B | | 7652B | |
| 6458B | | 7653B | 89 |
| 6459B | | 7654B | |
| 6460A | | 7655A | |
| 6441A | 29 | 7656A | |
| 6442B | | 7657B | |
| 6443B | | 7658B | 90 |
| 6444B | | 7659B | |
| 6445A | | 7660A | |
| 6446A | 30 | 7661A | |
| 6447B | | 7662B | |
| 6448B | | 7663B | 91 |
| 6449B | | 7664B | |
| 6450A | | 7665A | |
| 6451A | 31 | 7666A | |
| 6452B | | 7667B | |
| 6453B | | 7668B | 92 |
| 6454B | | 7669B | |
| 6455A | | 7670A | |

**CERTIFICATION**

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy of a Memorandum of Loan and Security Agreement with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 9-25-02

Edward M. Luria

Edward M. Luria