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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

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

SEP 25 '02 5:15 PM

SURFACE TRANSPORTATION BOARD

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
c/o Wilmington Trust Company, not in its
individual capacity, but solely as Trustee under
the Trust Agreement (2002-A)
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1605

Series A Lender: FSA Global Funding Limited
c/o QSPV Limited
P.O. Box 1093 GT
South Church Street
George Town, Grand Cayman
Cayman Islands

Mr. Vernon A. Williams
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Page 2

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, transferred, conveyed, mortgaged, warranted, pledged and confirmed (i) unto the Agent, on behalf and for the benefit of the Lenders, their successors and assigns, a first priority security interest in, and pledge of, all right, title and interest of the Trust in, to and under, and granted the Agent a first priority security interest in, the Trust's right, title and interest in the following described property, rights and privileges described in clauses (A) - (G) below, whether now held or hereafter acquired, other than Excepted Property and (ii) unto the Series A Lender, a first priority security interest in, Lien on, and pledge of, all right, title and interest of the Trust in, to and under, the property, rights and privileges described in clause (H) below, whether now held or hereafter acquired, other than Excepted Property (such property, rights and privileges as are conveyed pursuant to clauses (A) - (H) below, but in any event and always excluding Excepted Property, being hereinafter referred to as the "Collateral"):

- (A) all of the Trust's right, title and interest now held or hereafter acquired in and to the Items of Equipment (as further described in Schedule A hereto);
- (B) the Bill of Sale, the Assignment of Warranties, 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

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.

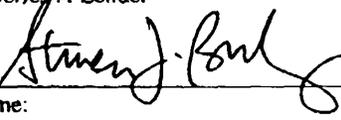
IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Agent and the Series A Lender, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized,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

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

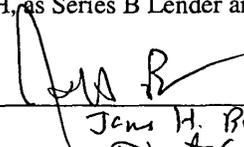
BY: WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as Trustee
under the Trust Agreement (2002-A)

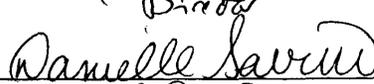
By: _____
Name:
Title:

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: 
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:

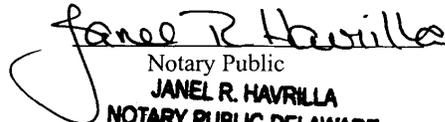
THE ROYAL BANK OF SCOTLAND PLC, NEW
YORK BRANCH, as Series B Lender

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

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

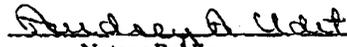
On this 18th day of September, 2002, before me personally appeared Donald G. Mackelcan, to me personally known, who, by me being duly sworn, says that he/she is the Vice President of Wilmington Trust Company, that the foregoing instrument was signed on behalf of MTA 2002-A Trust by Wilmington Trust Company, 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.

My Commission Expires: _____


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

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.


Notary Public

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

My Commission Expires: 10-9-2002

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 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

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. Longhney
Notary Public

My Commission Expires: July 10, 2003

MICHAEL C. LONGHNEY
Notary Public, State of New York
No. 00000000000000000000
City of New York, New York 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