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OF COUNSEL
URBAN A. LESTER

September 26, 2002

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

RECORDATION NO. 24131-B FILED

SEP 26 '02 3-51 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 Lease Agreement (2002-2), 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 Head Lease Agreement which is being filed with the Board under Recordation Number

24131-B

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

Lessor: SEPTA Rail Statutory Trust 2002-2
c/o Wilmington Trust Company, Trustee
1100 North Market Street
Wilmington, Delaware 19801

Lessee: Southeastern Pennsylvania Transportation
Authority
SEPTA Treasury and Finance
1234 Market Street 10th Floor
Philadelphia, Pennsylvania 19107

Mr. Vernon A. Williams
September 26, 2002
Page 2

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

17 railcars with SEPTA rail marks and with road numbers within the series 9005 - 9094, as specifically set forth on the exhibit to the filed document.

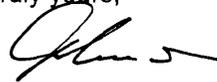
A short summary of the document to appear in the index is:

Memorandum of Lease Agreement (2002-2).

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

Exhibit A

SEPTA Rail Statutory Trust 2002-2

Number of Cars: 17

Manufacturer:
Kawasaki Heavy Industries, Ltd.

Reporting Mark: SEPTA

Number of Cars	Railcar Number
1	9005
2	9068
3	9069
4	9081
5	9082
6	9083
7	9084
8	9085
9	9086
10	9087
11	9088
12	9089
13	9090
14	9091
15	9092
16	9093
17	9094

MEMORANDUM OF LEASE AGREEMENT
(2002-2)

This Memorandum of Lease Agreement (2002-2) is made and entered into as of September 25, 2002, by and between SEPTA RAIL STATUTORY TRUST 2002-2 (hereinafter referred to as "Lessor") and SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY (hereinafter referred to as "Lessee") respecting that certain Lease Agreement (2002-2) dated September 25, 2002, between Lessor and Lessee (the "Lease").

For purposes of this Agreement, capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in Appendix A to the Participation Agreement (2002-2), dated as of September 25, 2002, among Southeastern Pennsylvania Transportation Authority, as Head Lessor and Lessee, SEPTA Rail Statutory Trust 2002-2, as Head Lessee and Lessor, CIBC Capital Corporation, as Equity Investor and Series B Lender, FSA Global Funding Limited, as Initial Lender and Wilmington Trust Company, not in its individual capacity, except as otherwise expressly set forth therein, but solely as Trustee under the Trust Agreement (2002-2) and the rules of usage set forth therein shall apply hereto.

Pursuant to the provisions of the Lease, Lessor and Lessee hereby affirm and acknowledge that:

1. For good and valuable consideration, Lessor has agreed to lease to Lessee and Lessee has agreed to lease from Lessor certain railroad equipment bearing reporting marks and road numbers as listed on Exhibit A attached hereto, effective as of the date hereof and subject to the terms defined in the Lease.

2. The Lessee has (a) assigned to the Initial Lender for the benefit of the Lender its rights under the Lease and any Lease Supplement (including its rights thereunder as so assigned) and granted a first priority security interest in its rights under the Lease, subject to the reservations set forth in the Loan Agreement, including all right, title and interest of the Lessee, whether now existing or hereafter arising or acquired, in, to and under the property, rights and privileges described in clauses (A)-(C) below and (b) subject and subordinate in all respects to the assignment to the Initial Lender under the Loan Agreement, assigned to the Series B Lender its rights under the Lease and any Lease Supplement (including its rights thereunder as so assigned) and granted a second priority security interest in its rights under the Lease, subject to the reservations set forth in the Series B Loan Agreement, including, without limitation, Section 7.01 thereof, including all right, title and interest of the Lessee, whether now existing or hereafter arising or acquired, in, to and under the property, rights and privileges described in clauses (A)-(C) below:

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SURFACE TRANSPORTATION BOARD

- (A) All of Lessee's right, title and interest under the Lease and the Lease Supplement, whether now or hereafter acquired, including, without limitation, the interest in the Equipment described in Exhibit A to the Lease Supplement and all of Lessee's right, title and interest in the Equipment and all goods and equipment which constitute a portion of the Trust Estate and all replacements thereof, accessions thereto and substitutions therefor;
- (B) All of the Lessor's estate, right, title and interest now or hereafter acquired under the Lease; and
- (C) All property received upon the sale, exchange, collection or other disposition of any or all of the foregoing.

3. Lessor and Lessee further acknowledge and affirm that this Memorandum of Lease Agreement (2002-2) is not a summary of the Lease nor a complete recitation of the terms and provisions thereof. Accordingly, Lessor and Lessee hereby agree that in the event of a conflict between this Memorandum of Lease Agreement (2002-2) and the provisions of the Lease, the provisions of the Lease shall control.

4. This Memorandum of Lease Agreement (2002-2) is prepared only for the public record and is being recorded with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a).

[Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due authority, has caused this Memorandum of Lease Agreement (2002-2) to be duly executed in its name by its officers, thereunto duly authorized, all as of the date first above written

LESSOR:

LESSEE:

SEPTA RAIL STATUTORY TRUST
2002-2

SOUTHEASTERN PENNSYLVANIA
TRANSPORTATION AUTHORITY

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

By: 

Name:

John J. Sporenski
Vice President

Title:

By: _____

Name:

Title: Chairman

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due authority, has caused this Memorandum of Lease Agreement (2002-2) to be duly executed in its name by its officers, thereunto duly authorized, all as of the date first above written

LESSOR:

LESSEE:

SEPTA RAIL STATUTORY TRUST
2002-__

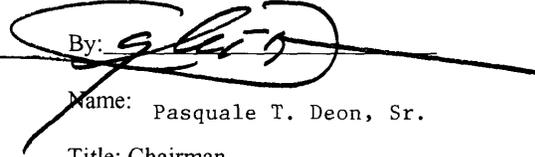
SOUTHEASTERN PENNSYLVANIA
TRANSPORTATION AUTHORITY

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

By: _____

Name:

Title:

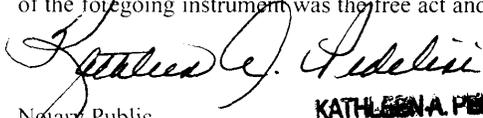
By: 

Name: Pasquale T. Deon, Sr.

Title: Chairman

STATE OF DELAWARE)
) SS:
COUNTY OF NEW CASTLE)

On this 26th of August, 2002, before me personally appeared W. Chris Sponenberg, to me personally known, who being duly sworn, stated that he/she is Vice President of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said corporation, not in its individual capacity, but solely as trustee on behalf of SEPTA Rail Statutory Trust 2002-2 by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

KATHLEEN A. PEZOLINI
NOTARY PUBLIC-DELAWARE

My Commission Expires ~~My Commission Expires Oct. 31, 2007~~

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ of _____, 2002, before me personally appeared _____, to me personally known, who being duly sworn, stated that he/she is chairman of SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY that said instrument was signed on behalf of said organization by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said organization.

Notary Public

My Commission Expires

STATE OF DELAWARE)
) SS:
COUNTY OF NEW CASTLE)

On this _____ of _____, 2002, before me personally appeared _____, to me personally known, who being duly sworn, stated that he/she is _____ of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said corporation, not in its individual capacity, but solely as trustee on behalf of SEPTA Rail Statutory Trust 2002-2 by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF PHILADELPHIA)

On this 24th of Sept, 2002, before me personally appeared Pasquale T. Deon, Sr, to me personally known, who being duly sworn, stated that he/she is chairman of SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY that said instrument was signed on behalf of said organization by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said organization.

Carol McCutchen
Notary Public

My Commission Expires

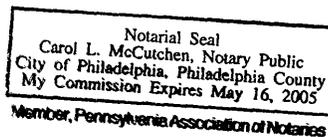


Exhibit A

SEPTA Rail Statutory Trust 2002-2

Number of Cars: 17

Manufacturer:
Kawasaki Heavy Industries, Ltd.

Reporting Mark: SEPTA

Number of Cars	Railcar Number
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