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OF COUNSEL
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September 26, 2002

RECORDATION NO. 24132-E FILED

SEP 26 '02 5-07 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 Series B Loan and Security Agreement (2002-4), 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 _____.

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

Borrower: SEPTA Rail Statutory Trust 2002-4
c/o Wilmington Trust Company, Trustee
1100 North Market Street
Wilmington, Delaware 19801

Lender: Wells Fargo Bank Minnesota National Association
N9305-114, Sixth and Marquette
Minneapolis, Minnesota 55475

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

41 railcars with SEPTA rail marks and with road numbers within the series 116 - 125 and 9001 - 9111, 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 Series B Loan and Security Agreement (2002-4).

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 SERIES B LOAN AND SECURITY AGREEMENT
(2002-4)

This Memorandum of Series B Loan and Security Agreement (2002-4) is made and entered into as of September 25, 2002, by and between SEPTA RAIL STATUTORY TRUST 2002-4 (hereinafter referred to as "Borrower") and Wells Fargo Bank Minnesota, National Association (hereinafter referred to as "Series B Lender") respecting that certain Series B Loan and Security Agreement (2002-4) dated September 25, 2002, between Borrower and Series B Lender (the "Series B Loan and Security Agreement").

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 (2002-4), dated as of September 25, 2002, among Southeastern Pennsylvania Transportation Authority, as Head Lessor and Lessee, SEPTA Rail Statutory Trust 2002-4, as Head Lessee and Lessor Wells Fargo Bank Minnesota, National Association, 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 (2002-4) and the rules of usage set forth therein shall apply hereto.

Pursuant to the provisions of the Series B Loan and Security Agreement, Borrower and Series B Lender hereby affirm and acknowledge that:

1. The Borrower has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, warranted, pledged and confirmed unto the Series B Lender, its successors and assigns (i) subject in all respects to the Lien of the Loan and Security Agreement and Section 7.01 of the Series B Loan and Security Agreement, a second priority security interest in, and pledge of, all right, title and interest of the Borrower in, to and under, and grants the Series B Lender, subject in all respects to the Lien of the Loan and Security Agreement and Section 7.01 of the Series B Loan and Security Agreement, a second priority security interest in, the Borrower's right, title and interest in the property, rights and privileges described in clauses (A) through (G) below whether now held or hereafter acquired (such property, rights and privileges as are conveyed pursuant to this clause (i) but in any event and always subject in all respects to the Lien of the Loan and Security Agreement and Section 7.01 of the Series B Loan and Security Agreement, being hereinafter referred to as the "Series B Second Priority Collateral") and (ii) a first priority security interest in, and pledge of, all right, title and interest of the Borrower in, to and under, and grants the Series B Lender a first priority security interest in, the Borrower's rights, title, interest and privileges described in clauses (H) through (M) below whether now held or hereafter acquired (such property, rights and privileges as are conveyed pursuant to this clause (ii) being hereinafter referred to as the "Series B First Priority Collateral" and, together with the Series B Second Priority Collateral, the "Series B Collateral"):

(A) the Head Lease Rights and all property now owned or hereafter acquired by the Borrower and subjected to the Lease;

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SURFACE TRANSPORTATION BOARD

(B) the Head Lease, the Head Lease Supplement, the Lease, the Lease Supplement, any sublease referred to in Section 6 of the Lease and the Equipment Pledge Agreement (collectively, the "Series B Collateral Documents"), including all amounts of Lease Rent and Supplemental Rent and payments of any kind thereunder including all ancillary rights thereto, including, without limitation, Base Termination Value, Termination Value, Fair Market Sales Value, Base Stipulated Loss Value, Stipulated Loss Value, all other amounts payable under the Series B Collateral 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 Head Lease Rights 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 Borrower with respect to or arising out of any Series B Collateral 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 Series B Collateral 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 Borrower whether acting under any Series B Collateral 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 Series B Collateral Documents that are now or hereafter paid to or deposited with, or required to be paid to, or deposited with, the Series B Lender by or for the account of the Borrower pursuant to the terms of any Series B Collateral Document;

(E) all rents, issues, profits, revenues and other income of the property, rights and privileges described in clauses (A) through (G) hereto, including, without limitation, all payments or proceeds payable to the Borrower 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 Borrower 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 Borrower pursuant to any term of any Series B Collateral Document, wherever located and subjected to the Lien of the Series B Loan and Security Agreement by a supplement hereto, and the Series B Lender is hereby authorized to receive any such property subject to and in accordance with the terms of the Series B Loan and Security Agreement as then supplemented;

(G) all proceeds of the Series B Second Priority Collateral described in the foregoing clauses (A) through (G) of whatever kind or nature, including

all claims against third parties for destruction, loss or damage to any of the foregoing or otherwise;

(H) the Equity Collateral and all documents, instruments and certificates at any time evidencing any such Equity Collateral, including, without limitation, any Equity Collateral Security Agreement, any Custody Agreement, any Strip Surety Policy and any Acceptable Substitute Lease Collateral (collectively, the "Equity Collateral Documents") including all payments of any kind thereunder including all ancillary rights thereto;

(I) all rights of the Borrower with respect to or arising out of any Equity Collateral 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 Equity Collateral Document, as well as all rights, powers and remedies of the Borrower under any Equity Collateral Document arising out of any Enforcement Event (as defined in the Equity Collateral Security Agreement);

(J) all moneys and securities relating to or arising out of the Equity Collateral Documents that are now or hereafter paid to or deposited with, or required to be paid to, or deposited with, the Series B Lender by or for the account of the Borrower pursuant to the terms of any Equity Collateral Document;

(K) all rents, issues, profits, revenues and other income of the property, rights and privileges described in clauses (H) through (M) hereto;

(L) all other property of every kind and description and interests therein now held or hereafter acquired by the Borrower pursuant to any term of any Equity Collateral Document, wherever located and subjected to the Lien of the Series B Loan and Security Agreement by a supplement hereto, and the Series B Lender is hereby authorized to receive any such property subject to and in accordance with the terms of the Series B Loan and Security Agreement as then supplemented;

(M) all other Excepted Property and Excepted Rights not specified in any of clauses (H)-(L) hereto; and

(N) all proceeds of the Series B First Priority Collateral described in the foregoing clauses (H) through (M) of whatever kind or nature, including all claims against third parties for destruction, loss or damage to any of the foregoing or otherwise.

BUT EXCLUDING, HOWEVER, from the Series B Collateral subject to the foregoing all Collateral (except as otherwise specified in clauses (A) through (G) above) AND SUBJECT TO Sections 2.02, 3.05, 7.01, 8.01 of the Series B Loan and Security Agreement and the Lien of the Loan Agreement.

2. Series B Lender has agreed to loan to the Borrower and the Borrower has agreed to borrow from the Series B Lender and grant the Series B Lender a second priority security interest in 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 Series B Loan and Security Agreement.

3. Borrower and Series B Lender further acknowledge and affirm that this Memorandum of Series B Loan and Security Agreement (2002-4) is not a summary of the Series B Loan and Security Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Borrower and Series B Lender hereby agree that in the event of a conflict between this Memorandum of Series B Loan and Security Agreement (2002-4) and the provisions of the Series B Loan and Security Agreement, the provisions of the Series B Loan and Security Agreement shall control.

4. This Memorandum of Series B Loan and Security Agreement (2002-4) 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 Series B Loan and Security Agreement (2002-4) to be duly executed in its name by its officers, thereunto duly authorized, all as of the date first above written.

BORROWER:

SEPTA RAIL STATUTORY TRUST 2002-4

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

By: _____

Name: W. Chris Sponenberg

Title: Vice President

SERIES B LENDER:

WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION

By: _____

Name:

Title:

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due authority, has caused this Memorandum of Series B Loan and Security Agreement (2002-4) to be duly executed in its name by its officers, thereunto duly authorized, all as of the date first above written.

BORROWER:

SEPTA RAIL STATUTORY TRUST 2002-4

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

By: _____

Name:

Title:

SERIES B LENDER:

WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION

By: _____

Name: Andrew Rupprecht

Title: Vice President

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

On this 16th of August, 2002, before me personally appeared W. Chris Sonnenberg, 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 2002-4 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.

Kathleen A. Pedelini

Notary Public

KATHLEEN A. PEDELINI
NOTARY PUBLIC-DELAWARE
My Commission Expires Commission Expires Oct. 31, 2002

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 _____of WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION 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 corporation.

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 2002-4 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 MINNESOTA)
) SS:
COUNTY OF HENNEPIN)

On this 26th of August, 2002, before me personally appeared Andrew Ruprecht, _____, to me personally known, who being duly sworn, stated that he/~~she~~ is Vice President of WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION 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 corporation.

Notary Public Barbara L. McCoy

My Commission Expires January 31, 2005

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Exhibit A

SEPTA Rail Statutory Trust 2002-4

Number of Cars: 41

Manufacturer:
Kawasaki Heavy Industries, Ltd.

Reporting Mark: SEPTA

Number of Cars	Railcar Number
1	120
2	121
3	124
4	125
5	9078
6	9079
7	9080
8	9095
9	9100
10	9101
11	9103
12	9104
13	9001
14	9002
15	9003
16	9004
17	9058
18	9059
19	9060
20	9061
21	9062
22	9063
23	9064
24	9065
25	9066
26	9067
27	116
28	117
29	118
30	119
31	9042
32	9071
33	9072
34	9073
35	9074
36	9075
37	9076
38	9077
39	9105
40	9106
41	9111