



RECORDATION NO. 21884-H FILED

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SURFACE TRANSPORTATION BOARD

October 30, 2009

Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Re: WMATA 1998 TRUST USB A

Dear Sir/Madam:

Enclosed for recordation pursuant to the provisions of Section 11301, Title 49 of the United States Code are an original and copy of the following documents.

1. Short Form of Head Lease Supplement
2. Short Form of Lease Supplement
3. Short Form of Equipment Mortgage & Pledge Agreement Supplement
4. Short Form of Loan and Security Agreement Supplement
5. Short Form of Head Lessor's Lease Mortgage Supplement
6. Short Form of Lessor's Security Agreement Supplement

Each document is dated as of November 1, 2009 and constitutes a secondary document as defined in the Board's Rules for the recordation of documents. For each document the connected primary document is recorded under filing number 21884.

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

Short Form of Head Lease Supplement

Head Lessor:

Washington Metropolitan Area Transit Authority ("WMATA")
600 Fifth Street, N.W.
Washington, D.C. 20001

Washington
Metropolitan Area
Transit Authority

600 Fifth Street, NW
Washington, DC 20001
202/962-1234

metroopensdoors.com

A District of Columbia,
Maryland and Virginia
Transit Partnership

Head Lessee: WMATA 1998 TRUST USB A
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Short Form of Lease Supplement

Lessor: WMATA 1998 TRUST USB A
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Lessee: Washington Metropolitan Area Transit
Authority ("WMATA")
600 Fifth Street, N.W.
Washington, D.C. 20001

Short Form of Equipment Mortgage and Pledge
Agreement Supplement

Mortgagor: Washington Metropolitan Area Transit
Authority ("WMATA")
600 Fifth Street, N.W.
Washington, D.C. 20001

Mortgagee: WMATA 1998 TRUST USB A
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

A description and number of the railcars covered by the above two documents is set forth on Exhibit A attached to each of the above-listed Short Form Agreements.

Short Form of Loan and Security Agreement Supplement

Assignor: WMATA 1998 TRUST USB A
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Assignee: AIG-FP Funding (Cayman) Limited
c/o Maples & Calder
P.O. Box 309
Ugland House
South Church Street
Grand Cayman, Cayman Islands
British West Indies

Please cross-reference the Supplement to Loan and Security Agreement under the names Washington Metropolitan Area Transit Authority and WMATA 1998 TRUST USB A.

Short Form of Head Lessor's Lease Mortgage Supplement

Head Lessor: Washington Metropolitan Area Transit Authority ("WMATA")
600 Fifth Street, N.W.
Washington, D.C. 20001

Head Lessee: WMATA 1998 TRUST USB A
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Short Form of Lessor's Security Agreement Supplement

Lessor: WMATA 1998 TRUST USB A
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Lessee: Washington Metropolitan Area Transit Authority ("WMATA")
600 Fifth Street, N.W.
Washington, D.C. 20001

Under 49 C.F.R. Section 1002.2(e)(1) of the Board's regulations, state and local government agencies are not required to pay filing fees. Please be advised that the filer herein, the Washington Metropolitan Area Transit Authority, is an interstate compact agency and instrumentality of the State of Maryland,

Commonwealth of Virginia, and District of Columbia created with the consent of the United States Congress in Public Law 89-774, 80 Stat. 1324 (1966). As such, WMATA claims exemption from the filing fees for these documents.

Please stamp and return the original documents to:

Mark R. Pohl
Associate General Counsel
WMATA
600 Fifth Street, N.W.
Washington, D.C. 20001.

Please be advised that Mark R. Pohl is the in-house counsel for WMATA charged with representing WMATA in this matter. Should you have any questions, please feel free to contact me on (202) 962-2541.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark R. Pohl', written over the typed name.

Mark R. Pohl
Associate General Counsel

Enclosures as stated

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Mark R. Pohl, Esq.
WMATA
600 Fifth Street, N.W.
Washington, DC 20001

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RECORDATION NO. 21884-A FILED

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SURFACE TRANSPORTATION BOARD

SHORT FORM OF LEASE SUPPLEMENT

This Short Form of Lease Supplement is made and dated as of the 1st day of November, 2009 (this "**Supplement**"), by and among, **WMATA 1998 TRUST USB A** ("**Lessor**"), a Delaware statutory business trust, having an address in care of Wilmington Trust Company, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, and **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY** ("**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, N.W., Washington, D.C. 20001.

A. Lessor entered into that certain Lease Agreement (WMATA-USB-A), dated as of December 18, 1998 ("**Lease**"), between Lessor and Lessee, evidence of which was recorded with the U.S. Surface Transportation Board (the "**STB**") on December 18, 1998 at 4:48 P.M. with the recordation number 21884-A.

B. Lessee desires to evidence the replacement of two Items of Equipment identified on Schedule A attached hereto (the "**Replaced Cars**") with two other like Items of Equipment identified on Schedule A attached hereto (the "**Replacement Cars**").

C. Lessor and Lessee desire to record this Supplement with the STB to give constructive notice of Head Lessee's substitution of the Replaced Cars with the Replacement Cars.

D. Attached hereto as Exhibit A 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. **Event of Loss.** Lessor and Lessee hereby confirm that the Replaced Cars suffered an Event of Loss and are no longer subject to the Lease.

2. **Property Leased.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Replacement Cars 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

Short Form of Lease Supplement (WMATA-USB-A)

hereof as fully as if set forth herein at length.

3. **Term of Lease.** The above-described lease term is for the period commencing on the date hereof, and ending on the Basic Lease Term Expiration Date, subject to any extension or renewal options contained in the Lease.

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

5. **Counterparts.** This Supplement may be executed in one or more counterparts, but there shall only be one original. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached the same instrument, which shall be the original of this Supplement.

IN WITNESS WHEREOF, the Lessee and Lessor have executed this Supplement as of the date first above written.

Lessor:

WMATA 1998 TRUST USB A, by and through Wilmington Trust Company, not in its individual capacity, but solely as Trustee

By: 
Name: _____
Title: **Jacqueline Solone
Financial Services Officer**

By: _____
Name: _____
Title: _____

Lessee:

**WASHINGTON METROPOLITAN
AREA TRANSIT AUTHORITY**

By: _____
Name: **Raj Srinath**
Title: **Treasurer**

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hereof as fully as if set forth herein at length.

3. **Term of Lease.** The above-described lease term is for the period commencing on the date hereof, and ending on the Basic Lease Term Expiration Date, subject to any extension or renewal options contained in the Lease.

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

5. **Counterparts.** This Supplement may be executed in one or more counterparts, but there shall only be one original. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached the same instrument, which shall be the original of this Supplement.

IN WITNESS WHEREOF, the Lessee and Lessor have executed this Supplement as of the date first above written.

Lessor:

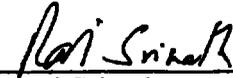
WMATA 1998 TRUST USB A, by and through Wilmington Trust Company, not in its individual capacity, but solely as Trustee

By: _____
Name:
Title:

By: _____
Name:
Title:

Lessee:

**WASHINGTON METROPOLITAN
AREA TRANSIT AUTHORITY**

By: 
Name: Raj Srinath
Title: Treasurer

Schedule A

Replaced Car Serial Numbers	Replacement Car Serial Numbers
3036	3068
3037	3069

Exhibit A
Lease Certificate of Acceptance

LEASE CERTIFICATE OF ACCEPTANCE (WMATA-USB-A)

THIS LEASE CERTIFICATE OF ACCEPTANCE (WMATA-USB-A), dated November 1, 2009 (this "Certificate"), between WMATA 1998 TRUST USB A, a Delaware statutory business trust (the "Lessor"), and WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY, a body corporate and politic created and existing under and by virtue of an interstate compact between the State of Maryland, the Commonwealth of Virginia and the District of Columbia (the "Lessee"):

WHEREAS, capitalized terms used herein, but not otherwise defined herein shall have the meanings set forth in Appendix A to that certain Participation Agreement (WMATA-USB-A), dated as of December 18, 1998, among (i) Lessor, (ii) Lessee, (iii) U.S. Bancorp Equipment Finance, Inc., as successor-in-interest to U.S. Bancorp Leasing & Financial, as the equity investor, (iii) AIG-FP Funding (Cayman) Limited, as the series A lender, Series B lender and agent, and (iv) Wilmington Trust Company.??

WHEREAS, the Lessor and the Lessee have heretofore entered into the Lease Agreement (WMATA-USB-A), dated as of December 18, 1998 (the "Lease"), which Lease provides for the execution and delivery of a Lease Certificate of Acceptance in substantially the form hereof for the purpose of leasing the Items of Equipment when delivered by the Lessor to the Lessee in accordance with the terms thereof. All of the terms and provisions of the Lease are hereby incorporated by reference in this Certificate to the same extent as if fully set forth herein (including those terms providing that capitalized terms used therein and not otherwise defined therein shall have the meanings given such terms in Appendix A to the Participation Agreement, and the rules of usage set forth therein shall apply thereto).

WHEREAS, the Lessor and the Lessee have previously entered into a Certificate as contemplated by the aforesaid Lease.

WHEREAS, on July 21, 2009, Lessee, as required under section 10(a) of the Lease, gave an Election Notice to the Lessor, Head Lessor, Lender, and Equity Investor relating to an Event of Loss, whereby Lessee elected to substitute two Items of Equipment that suffered an Event of Loss with two similar items of equipment.

WHEREAS, the terms of Section 10(a) of the Lease require the provision of an additional Certificate with respect to the replacement Items of Equipment.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Both the Lessee and the Lessor hereby agree and confirm that the cars listed on Schedule A attached hereto, labeled "Replaced Cars" (such Items of Equipment, the "Replaced Cars"), have suffered an Event of Loss and shall no longer be subject to the Head Lease.

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2. The Lessor hereby delivers and leases to the Lessee under the Lease, and the Lessee hereby accepts and leases from the Lessor under the Lease, the Items of Equipment specified in Schedule A attached hereto, labeled "Replacement Cars" (such Items of Equipment, the "Replacement Cars").

3. The date of delivery and acceptance of the Replacement Cars under the Lease is the date of this Lease Certificate of Acceptance as set forth in the opening paragraph hereof.

4. The Lessee hereby confirms to the Lessor that:

a. the Lessee has accepted the Replacement Cars for all purposes of the Lease as being in good working order and repair and without defect or inherent vice in condition, design, operation or fitness for use, and otherwise in full compliance with the Lease; and

b. the Replacement Cars are rail vehicles of the same type and having the same value, remaining useful life, residual value and utility at least equal to, and in as good operating conditions as the Replaced Cars, assuming the Replaced Cars have been maintained in the condition required under the Lease.

5. The values listed on Schedules II through VIII to that certain Head Lease Certificate of Acceptance (WMATA-USB-A), dated December 18, 1998, by Head Lessor, listing the Head Lease Basic Rent Allocation, Head Lease Basic Rent Payments, Head Lease Termination Values, Head Lease Terms, Head Lease Minimum Funding Amounts, Head Lease Debt Service and Equity Amounts, and Head Lease Debt Repayment Amounts and Equity Repayment Amounts, shall apply to the Replacement Cars.

To the extent, if any, that this Certificate constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Certificate may be created through the transfer or possession of any counterpart other than the original counterpart containing the receipt therefore executed by the Lender on the signature page thereof.

THIS CERTIFICATE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDING ALL CHOICE-OF-LAW OR CONFLICTS-OF-LAWS RULES); PROVIDED, THAT THE POWERS AND LEGAL CAPACITY OF THE LESSEE SHALL BE GOVERNED BY AND CONSTRUED UNDER THE COMPACT.

EXECUTION COPY

IN WITNESS WHEREOF, the Lessor and the Lessee have each caused this Certificate to be duly executed by its authorized officer on the day and year first above written.

LESSOR:

WMATA 1998 TRUST USB A, by and through Wilmington Trust Company, not in its individual capacity, but solely as Trustee

By: 
Name: _____
Title: **Jacqueline Solone
Financial Services Officer**

LESSEE:

**WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY**

By: _____
**Raj Srinath
Treasurer**

EXECUTION COPY

IN WITNESS WHEREOF, the Lessor and the Lessee have each caused this Certificate to be duly executed by its authorized officer on the day and year first above written.

LESSOR:

WMATA 1998 TRUST USB A, by and through Wilmington Trust Company, not in its individual capacity, but solely as Trustee

By: _____
Name:
Title:

LESSEE:

**WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY**

By: Raj Srinath
Raj Srinath
Treasurer

Schedule A

To Lease Certificate (WMATA-USB-A)

Replaced Car Serial Numbers	Replacement Car Serial Numbers
3036	3068
3037	3069

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CERTAIN OF THE RIGHT, TITLE AND INTEREST IN AND TO THIS CERTIFICATE HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A FIRST PRIORITY SECURITY INTEREST IN FAVOR OF THE UNDERSIGNED, AS THE LENDER UNDER THE LOAN AND SECURITY AGREEMENT (WMATA-USB-A) DATED AS OF DECEMBER 18, 1998, AS AMENDED AND SUPPLEMENTED. THIS CERTIFICATE OF ACCEPTANCE HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. ONLY THE ORIGINAL COUNTERPART CONTAINS THE RECEIPT THEREFOR EXECUTED BY THE UNDERSIGNED ON THE PAGE FOLLOWING THE SIGNATURE PAGES THEREOF. SEE SECTION 23 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF

Receipt of this original counterpart of the foregoing Certificate is hereby acknowledged on this 1st day of November, 2009.

AIG-FP FUNDING (CAYMAN) LIMITED

By: _____

Name: _____

Title: _____

**CHRISTIAN TOFT
AUTHORIZED SIGNATORY**

EXECUTION COPY

**ACKNOWLEDGMENT
PURSUANT TO 49 C.F.R. § 1177.3**

I, Loyda Sequeira-Castillo, certify that I am the Secretary of 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 October 30, 2009



Name: Loyda Sequeira-Castillo
Title: Secretary

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ACKNOWLEDGMENT

PURSUANT TO 49 C.F.R. § 1177.3

I, Jacqueline Solone, certify that I am Jacqueline Solone
Financial Services Officer
of Wilmington Trust Company, the Trustee of WMATA 1998 Trust USB A, a
Delaware statutory business, and that the foregoing 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 October 30, 2009.

J Solone