

RECORDATION NO 24127-B
FILED
December 12, 2012 07:30 AM
SURFACE TRANSPORTATION BOARD

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December 12, 2012

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease and Loan Agreement Termination, dated as December 10, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 24127.

The name and address of the party to the enclosed document are:

Lessor: MTA 2002-C Trust
by Wilmington Trust Company, not in its
individual capacity, but solely as Trustee
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1605

Lessee: Metropolitan Transportation Authority
347 Madison Avenue
9th Floor
New York, NY 10017

Chief, Section of Administration
December 12, 2012
Page 2

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

Series B Lender
and Agent: Dexia Crédit Local, New York Agency
445 Park Avenue, 8th Floor
New York, NY 10022

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

Bombardier railcars bearing car numbers within the series 6356A – 6995A
and Kawasaki railcars within the series 7481A – 7545A as more
particularly set forth in the attachment to the document.

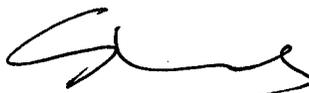
A short summary of the document to appear in the index is:

Memorandum of Lease and Loan Agreement Termination.

Also enclosed is a check in the amount of \$42.00 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,



Edward M. Luria

EML/sem
Enclosures

December 12, 2012 07:30 AM

MEMORANDUM OF TERMINATION
THIS MEMORANDUM OF LEASE AND LOAN AGREEMENT TERMINATION, dated as of December 10, 2012, by and among METROPOLITAN TRANSPORTATION AUTHORITY ("Lessee"), MTA 2002-C TRUST ("Lessor"), FSA GLOBAL FUNDING LIMITED (the "Series A Lender") and DEXIA CREDIT LOCAL, NEW YORK BRANCH (the "Agent" and "Series B Lender"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Loan Agreement (defined below).

WHEREAS, the Lessor, as lessor, and Lessee, as lessee, entered into that certain Lease Agreement (2002-C), dated as of September 25, 2002 (as amended, modified and/or supplemented from time to time, the "Lease") covering the mass transit equipment identified on Schedule A hereto (the "Equipment"), a memorandum of which was recorded with the Surface Transportation Board ("STB") on September 25, 2002 at 5:26 pm under Recordation No. 24127 covering the Equipment described therein;

WHEREAS, the Lessor, the Series A Lender and the Series B Lender entered into that certain Loan and Security Agreement (2002-C), dated as of September 25, 2002 (as amended, modified and/or supplemented from time to time, the "Loan Agreement"), a memorandum of which was recorded on September 25, 2002 at 5:31 p.m. under Recordation No. 24127-A covering the Equipment described therein;

WHEREAS, effective November 29, 2012, the Lease with respect to the Equipment was terminated and the Lien of the Loan Agreement was released with respect to the Equipment;

WHEREAS, the parties hereto wish to show for the public record the termination of the Lease and release of the Lien of the Loan Agreement and the respective interests therein of the parties.

NOW, THEREFORE, to accomplish the foregoing, the parties hereto are filing this Memorandum of Lease and Loan Agreement Termination with the STB pursuant to 49 USC Section 11301(a).

This Memorandum of Lease and Loan Agreement Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

This Memorandum of Lease and Loan Agreement Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

MTA 2002-C TRUST

By: WILMINGTON TRUST COMPANY, not in
its individual capacity, but solely as
Trustee



By: _____
Name: Steve Barone
Title: Assistant Vice President

Memorandum of Termination
(MTA 2002-C)

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

On this 5 day of December, 2012, before me personally appeared **Steven Barone**, to me personally known, who, by me being duly sworn, says that he/she is **Assistant Vice President** of WILMINGTON TRUST COMPANY, that the foregoing instrument was signed on behalf of said Delaware trust company, 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 Delaware trust company.



Patrick A. Kanar
Notary Public

PATRICK A. KANAR
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 03-08-2014

Memorandum of Termination
(MTA 2002-C)

This Memorandum of Lease and Loan Agreement Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

METROPOLITAN TRANSPORTATION
AUTHORITY, as Lessee

By: Patrick J. McCoy

Name: Patrick J. McCoy
Title: Director, Finance

STATE OF NEW YORK)
) SS.:
COUNTY OF New York)

On this 5th day of December, 2012, before me personally appeared Patrick J. McInerney to me personally known, who, by me being duly sworn, says that he/she is FINANCE DIRECTOR of METROPOLITAN TRANSPORTATION AUTHORITY that the foregoing instrument was signed on behalf of said company, 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 company.



Notary Public

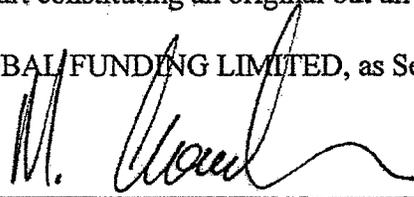
My commission expires

Gail Robinson
Notary Public, State of New York
No. 01C06042644
Qualified in Bronx County
Commission Expires May 30, 20 14

This Memorandum of Lease and Loan Agreement Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

FSA GLOBAL FUNDING LIMITED, as Series A
Lender

By: _____



Name:

Title:

Martin Couch
Director

GRAND CAYMAN)
) SS.:
CAYMAN ISLANDS)

On this 10 day of December, 2012, before me personally appeared Martin Couch, to me personally known, who, by me being duly sworn, says that he/she is a Director of FSA GLOBAL FUNDING LIMITED, that the foregoing instrument was signed on behalf of said company, 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 company.

L. G. Crisholm

Notary Public

Laura Crisholm

My commission expires
31 January 2013



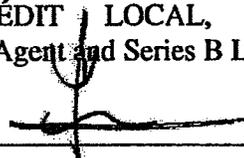
This Memorandum of Lease and Loan Agreement Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

DEXIA CRÉDIT LOCAL, NEW YORK
BRANCH, as Agent and Series B Lender

By: _____

Name:

Title:


Patrick Tetu
Managing Director
Chief Risk Officer

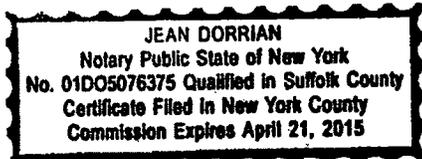
STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 7th day of December, 2012, before me personally appeared PATRICK TETU to me personally known, who, by me being duly sworn, says that he/~~she~~ is Managing Director of DEXIA CRÉDIT LOCAL, NEW YORK BRANCH, that the foregoing instrument was signed on behalf of said company, 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 company.

Jean Dorrian

Notary Public

My commission expires



SCHEDULE A TO
MEMORANDUM OF LEASE AND LOAN AGREEMENT TERMINATION

Car # Bombardier		Car # Kawasaki
6356A		7481A
6357B		7482B
6358B		7483B
6359B		7484B
6360A		7485A
6536A		7486A
6537B		7487B
6538B		7488B
6539B		7489B
6540A		7490A
6656A		7491A
6657B		7492B
6658B		7493B
6659B		7494B
6660A		7495A
6666A		7496B
6667B		7497B
6668B		7498A
6669B		7499B
6670A		7500A
6671A		7501A
6672B		7502B
6673B		7503B
6674B		7504B
6675A		7505A
6676A		7506A
6677B		7507B
6678B		7508B
6679B		7509B
6680A		7510A
6681A		7511A
6682B		7512B
6683B		7513B
6684B		7514B
6685A		7515A
6691A		7516A
6692B		7517B
6693B		7518B
6694B		7519B

Car # Bombardier		Car # Kawasaki
6695A		7520A
6686A		7521A
6687B		7522B
6688B		7523B
6689B		7524B
6690A		7525A
6701A		7526A
6702B		7527B
6703B		7528B
6704B		7529B
6705A		7530A
6541A		7531A
6542B		7532B
6543B		7533B
6544B		7534B
6545A		7535A
6696A		7536A
6697B		7537B
6698B		7538B
6699B		7539B
6700A		7540A
6551A		7541A
6552B		7542B
6553B		7543B
6554B		7544B
6555A		7545A
6721A		
6722B		
6723B		
6724B		
6725A		
6711A		
6712B		
6713B		
6714B		
6715A		
6716A		
6717B		
6718B		
6719B		
6720A		
6706A		
6707B		

Car # Bombardier		Car # Kawasaki
6708B		
6709B		
6710A		
6741A		
6742B		
6743B		
6744B		
6745A		
6561A		
6562B		
6563B		
6564B		
6565A		
6726A		
6727B		
6728B		
6729B		
6730A		
6546A		
6547B		
6548B		
6549B		
6550A		
6556A		
6557B		
6558B		
6559B		
6560A		
6731A		
6732B		
6733B		
6734B		
6735A		
6781A		
6782B		
6783B		
6784B		
6785A		
6786A		
6787B		
6788B		
6789B		
6790A		

Car # Bombardier		Car # Kawasaki
6791A		
6792B		
6793B		
6794B		
6795A		
6796A		
6797B		
6798B		
6799B		
6800A		
6831A		
6832B		
6833B		
6834B		
6835A		
6836A		
6837B		
6838B		
6839B		
6840A		
6746A		
6747B		
6748B		
6749B		
6750A		
6751A		
6752B		
6753B		
6754B		
6755A		
6756A		
6757B		
6758B		
6759B		
6760A		
6841A		
6842B		
6843B		
6844B		
6845A		
6766A		
6767B		
6768B		

Car # Bombardier		Car # Kawasaki
6769B		
6770A		
6846A		
6847B		
6848B		
6849B		
6850A		
6826A		
6827B		
6828B		
6829B		
6830A		
6851A		
6852B		
6853B		
6854B		
6855A		
6761A		
6762B		
6763B		
6764B		
6765A		
6821A		
6822B		
6823B		
6824B		
6825A		
6771A		
6772B		
6773B		
6774B		
6775A		
6776A		
6777B		
6778B		
6779B		
6780A		
6856A		
6857B		
6858B		
6859B		
6860A		
6866A		

Car # Bombardier		Car # Kawasaki
6867B		
6868B		
6869B		
6870A		
6816A		
6817B		
6818B		
6819B		
6820A		
6861A		
6862B		
6863B		
6864B		
6865A		
6871A		
6872B		
6873B		
6874B		
6875A		
6951A		
6952B		
6953B		
6954B		
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6956A		
6957B		
6958B		
6959B		
6960A		
6971A		
6972B		
6973B		
6974B		
6975A		
6976A		
6977B		
6978B		
6979B		
6980A		
6991A		
6992B		
6993B		
6994B		

Car # Bombardier		Car # Kawasaki
6995A		

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 with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 12/12/12

Edward M Luria
Edward M. Luria