

MINTZ LEVIN

Colleen A. Murphy | 617 348 1836 | camurphy@mintz.com

RECORDATION NO. 20049-I FILED One Financial Center
Boston, MA 02111
617-542-6000
617-542-2241 fax
www.mintz.com

SURFACE TRANSPORTATION BOARD

April 3, 2014

VIA FEDEX

Cynthia Brown
Surface Transportation Board
395 E Street, SW
Washington, DC 20424



Re: Massachusetts Bay Transportation Authority

Dear Ms. Brown:

Enclosed please find copies of the following:

1. Lease Agreement dated April 19, 1996;
2. Lease Supplement (1996-A) April 19, 1996;
3. SubLease Agreement dated April 19, 1996;
4. SubLease Supplement dated April 19, 1996;
5. Equipment Pledge Agreement dated April 19, 1996; and
6. Loan and Security Agreement dated April 19, 1996

filed with your office on May 7, 1996, Recordation Nos. 20049, 20049-A, 20049-B, 20049-C, 20049-D and 20049-E. The equipment related to these Agreements has been released. Please arrange to record a release of lien relating to these Agreements. I am enclosing a check in the amount of \$264.00 to cover the cost for the release.

If you require any additional information, please feel free to contact me.

Very truly yours,

Colleen A. Murphy
Colleen A. Murphy

Enclosure

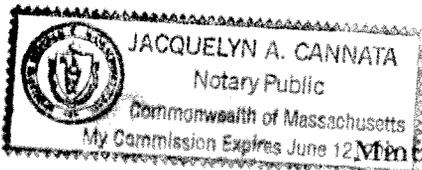
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 3rd day of April, 2014, before me, the undersigned notary public, personally appeared Colleen A. Murphy, provided to me through satisfactory evidence of identification which was Massachusetts Driver's License, to be the person whose name is signed on the preceding document and acknowledged to me that she signed it voluntarily for its stated purpose.

Jacquelyn A. Cannata
Notary Public

My commission expires: 6/12/20



Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20427-0001

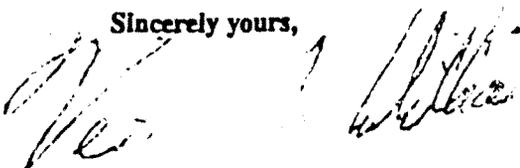
5/7/96

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/7/96 at 11:50AM, and assigned recordation number(s). 20049, 20049-A, 20049-B, 20049, C, 20049-D and 20049-E.

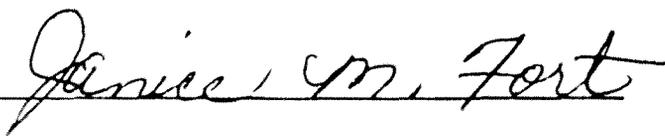
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 126.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266

FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

May 7, 1996

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) certified copies of a Lease Agreement (1996-A), dated as of April 19, 1996, a primary and two (2) certified copies each of the following secondary documents related thereto: Lease Supplement (1996-A), dated April 19, 1996, Sublease Agreement (1996-A), dated as of April 19, 1996, Sublease Supplement (1996-A), dated April 19, 1996, Equipment Pledge Agreement (1996-A), dated as of April 19, 1996 and Loan and Security Agreement (1996-A), dated as of April 19, 1996.

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

Lease Agreement (1996-A)
Lease Supplement (1996-A)

Lessor: Massachusetts Bay Transportation Authority
10 Park Plaza
Boston, Massachusetts 02116-3974

Lessee: Fleet National Bank, Trustee
777 Main Street
Hartford, Connecticut 06115

RECORDATION NO. 20049 FILED 142

MAY 7 1996 -11 50 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 20049 - A, B, C, D, E FILED 142

MAY 7 1996 -11 50 AM

INTERSTATE COMMERCE COMMISSION

20049 ^A

REGISTRATION NO. _____ FILED 14

LEASE SUPPLEMENT (1996-A) MAY 7 - 1996 - 11 50 AM

INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT (1996-A) dated April 19, 1996 between MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, having its principal office at 10 Park Plaza, Boston, Massachusetts 02116-3974, as Lessor, and FLEET NATIONAL BANK, a national banking association, not in its individual capacity but solely as Trustee, having its principal place of business at 777 Main Street, Hartford, Connecticut 06115, as Lessee;

WHEREAS, the Lessor and the Lessee have heretofore entered into the Lease Agreement, dated as of April 19, 1996 (the "Lease"), which Lease provides for the execution and delivery of Lease Supplements 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 Lease Supplement 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 thereto, and the rules of usage set forth therein shall apply thereto).

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, the Lessor hereby delivers and leases to the Lessee, and the Lessee hereby accepts and leases from the Lessor, under the Lease as herein supplemented, the Items of Equipment described (both by serial number and Equipment Value) in Schedule A hereto.

THIS LEASE SUPPLEMENT SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE WITHOUT REFERENCE TO ANY CHOICE-OF-LAW OR CONFLICTS-OF-LAWS RULES WHICH MIGHT LEAD TO THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]