

MINTZ LEVIN

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

RECORDATION NO. 20049-K FILED

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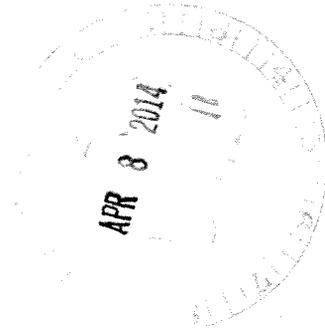
APR 08 '14 -3 37 PM

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,

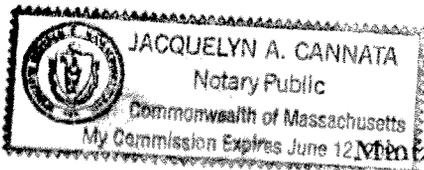
Colleen A. Murphy
Colleen A. Murphy

Enclosure

Suffolk, ss

COMMONWEALTH OF MASSACHUSETTS

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. 20423-0001

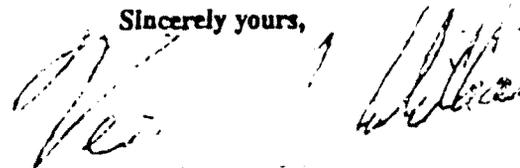
5/7/96

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,

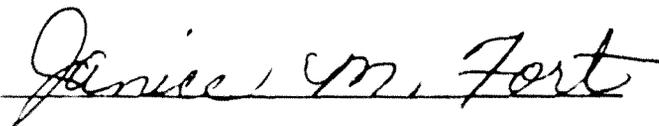


Vernon A. Williams
Secretary

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

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OF COUNSEL
URBAN A. LESTER

May 7, 1996

RECORDATION NO. 200019 FILED 142

MAY 7 1996 -11 50 AM

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

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 200019 - A, B, C, D, E FILED 142

MAY 7 1996 -11 50 AM

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

20049 - C
MAY 7 1996 - 11 50 AM

SUBLEASE SUPPLEMENT (1996-A)

INTERSTATE COMMERCIAL BANK

THIS SUBLEASE SUPPLEMENT (1996-A) dated April 19, 1996, between FLEET NATIONAL BANK, a national banking association, not in its individual capacity, but solely as Trustee, except as otherwise provided herein (the "Sublessor"), and MASSACHUSETTS BAY TRANSPORTATION AUTHORITY (the "Sublessee");

WHEREAS, the Sublessor and the Sublessee have heretofore entered into the Sublease Agreement, dated as of April 19, 1996 (the "Sublease"), which Sublease provides for the execution and delivery of Sublease Supplements in substantially the form hereof for the purpose of subleasing the Items of Equipment when delivered by the Sublessor to the Sublessee in accordance with the terms thereof. All of the terms and provisions of the Sublease are hereby incorporated by reference in this Sublease 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 to the Participation Agreement, 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 Sublease, the Sublessor hereby delivers and subleases to the Sublessee, and the Sublessee hereby accepts and subleases from the Sublessor, under the Sublease as herein supplemented, the Items of Equipment described (both by serial number and Equipment Value) in Schedule A hereto.

To the extent, if any, that this Sublease Supplement 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 Sublease Supplement may be created through the transfer or possession of any counterpart other than the original counterpart containing the receipt therefor executed by the Lender on the signature page thereof.

THIS SUBLEASE 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.

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