

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY  
Ten Park Plaza  
Boston, MA 02116

December 22, 1987

Ms. Noreta R. McGee, Secretary  
Interstate Commerce Commission  
Twelfth Street and Constitution Avenue, N.W.  
Washington, DC 20423

REC. ORDER NO. 15325-D  
DEC 22 1987 9 10 AM  
INTERSTATE COMMERCE COMMISSION  
Date 12-22-87  
File # 10000  
ICC Washington, D.C.

Dear Secretary:

I have enclosed an original and one counterpart of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document (the "Document") is:

Lease Supplement No. 3, dated December 22, 1987, a Secondary document.

The Primary document to which this is connected is the Lease Agreement, dated as of October 8, 1987, which has been assigned recordation number 15325.

The names and addresses of the parties to the Document are as follows:

Lessee:

Massachusetts Bay Transportation Authority  
Ten Park Plaza  
Boston, MA 02116  
Attention: Treasurer-Controller

Lessor:

The Connecticut National Bank,  
as owner trustee under the  
Owner Trust Agreement,  
dated as of October 8, 1987  
777 Main Street  
Hartford, CT 06115  
Attention: Corporate Trust Administration

A description of the equipment covered by the Document follows:

4 diesel-electric locomotives manufactured by the Electro-Motive Division of General Motors Corporation (the

"Manufacturer") pursuant to the Agreement, dated September 25, 1986, as amended, between the Manufacturer and Massachusetts Bay Transportation Authority ("MBTA") and identified by MBTA vehicle identification numbers (and AAR designations) 1058, 1065, 1066 and 1067.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Goulston & Storrs, 800 South Street, Waltham, MA 02154-1439, Attention: Hynrich W. Wieschhoff.

A short summary of the Document to appear as an addition to the index entry on this transaction follows:

Secondary Document. Lease Supplement No. 3 between The Connecticut National Bank, as owner trustee under the Owner Trust Agreement, dated as of October 8, 1987, 777 Main Street, Hartford, CT 06115, as owner-lessor (the "Lessor"), and Massachusetts Bay Transportation Authority, Ten Park Plaza, Boston, MA 02116, as lessee (the "Lessee"), dated as of December 22, 1987, covering 4 of the locomotives constituting the equipment covered by the Lease Agreement between the Lessor and the Lessee, dated as of October 8, 1987, covering up to 18 diesel-electric locomotives manufactured by the Electro-Motive Division of General Motors Corporation.

This filing is being made for precautionary purposes only and to make the transaction a matter of public record. This filing should not be construed as evidence of the intent of any of the parties to enter into any transaction other than that of a true lease.

A short summary of the transaction of which the Document is a part follows:

The Document has been entered into in connection with the leveraged lease financing of certain diesel-electric locomotives as contemplated by the Participation Agreement, dated as of October 8, 1987, among Massachusetts Bay Transportation Authority (the "Lessee"), The Connecticut National Bank, as owner trustee under the Owner Trust Agreement dated as of October 8, 1987 (the "Lessor"), The Connecticut National Bank, in its individual capacity, General Motors Acceptance Corporation (the "Original Owner Participant"), Massachusetts Mutual Life Insurance Company and MML Pension Insurance Company (the "Original Noteholders") and The Connecticut Bank and Trust Company, National Association, as Indenture Trustee (the "Indenture Trustee"). Under such transaction, the Lessor will lease up to 18 such locomotives to the Lessee pursuant to the Lease, and the Lessor will borrow certain moneys from the Original Noteholders and the Lessee. Such borrowings will be evidenced by Notes issued and secured

pursuant to the Trust Indenture and Security Agreement, dated as of October 8, 1987, between the Lessor and the Indenture Trustee. The initial holders of the Notes are the Original Noteholders and the Lessee.

The names and addresses of the other parties to such transaction are:

Original Noteholders:

Massachusetts Mutual Life Insurance Company  
1295 State Street  
Springfield, MA 01111  
Attention: Securities Investment Division

MML Pension Insurance Company  
1295 Main Street  
Springfield, MA 01111  
Attention: Securities Investment Division

Indenture Trustee:

The Connecticut Bank and Trust Company,  
National Association  
One Constitution Plaza  
Hartford, CT 06115  
Attention: Corporate Trust Department

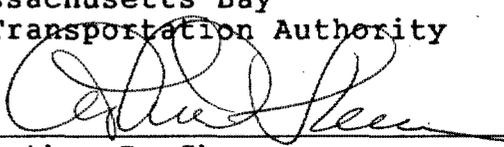
Original Owner Participant:

General Motors Acceptance Corporation  
3044 West Grand Boulevard  
Detroit, MI 48202  
Attention: Vice President - Plans Department

Please acknowledge receipt of this letter of transmittal and its enclosures by appropriately stamping the enclosed copy of this letter and by returning it to Mr. Wieschhoff courtesy of our messenger.

Very truly yours,

Massachusetts Bay  
Transportation Authority

By   
Arthur D. Shea  
Acting Treasurer-Controller

Enclosures: Lease Supplement (with Annex 1) - Original and  
Notarized Copy  
Transmittal Letter (Copy)  
Check (\$10.00)

## LEASE SUPPLEMENT NO. 3

DEC 22 1987 - 9 20 AM

INTERSTATE COMMERCE COMMISSION

This Lease Supplement No. 3 is dated December 22, 1987, and is between The Connecticut National Bank, a national banking association, acting hereunder not in its individual capacity but solely as owner trustee under the Owner Trust Agreement (the "Lessor"), and Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of The Commonwealth of Massachusetts (the "Lessee").

The Lessor and the Lessee have heretofore entered into the Lease Agreement, dated as of October 8, 1987 (the "Lease Agreement" and defined terms therein being hereinafter used with the same meanings). The Lease Agreement provides for the execution and delivery from time to time of Lease Supplements each substantially in the form hereof for the purposes of leasing the specific items of Equipment under the Lease Agreement as and when delivered by the Lessor to the Lessee in accordance with the terms thereof.

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

1. The Lessor hereby delivers and leases to the Lessee under the Lease Agreement, and the Lessee hereby accepts and leases from the Lessor under the Lease Agreement, the items of Equipment described in the attached Annex 1.

2. The Lessee hereby confirms its agreement to pay the Lessor Basic Rent for such items of Equipment throughout the Basic Term in accordance with Article 8 of the Lease Agreement. Lessor's Purchase Price for such items of Equipment is \$7,432,308.

3. All of the terms and provisions of the Lease Agreement are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

4. The Delivery Date of such items of Equipment is the date of this Lease Supplement.

5. The Basic Term for such items of Equipment shall commence on the Delivery Date thereof and shall terminate on December 31, 2012.

6. This Lease Supplement is being delivered in The Commonwealth of Massachusetts and shall be governed by, and

construed in accordance with, the laws of The Commonwealth of Massachusetts, including, without limitation, all matters of construction, validity and performance.

7. The Effective Lease Rate under the Lease Agreement, computed on the basis of the payments of Basic Rent determined as of the Delivery Date, is 6.75659%.

8. The Lessee hereby confirms to the Lessor that such items of Equipment have been duly marked in accordance with the terms of Section 4.1 of the Lease Agreement and that the Lessee has accepted such items of Equipment for all purposes hereof and of the Lease Agreement as being in accordance with specifications, in good working order and repair and without defect or inherent vice in title, condition, design, operation or fitness for use, whether or not discoverable by the Lessee as of the date hereof, and free and clear of all liens or encumbrances and claims of others except such liens and encumbrances which may result from claims against the Lessor not related to the ownership of such items of Equipment and except the first mortgage lien and security interest on such items of Equipment in favor of the Indenture Trustee created pursuant to the Indenture; provided, however, that nothing contained herein or in the Lease Agreement shall in any way diminish or otherwise affect any right the Lessee or the Lessor may have with respect to such items of Equipment against the Manufacturer or any subcontractor of the Manufacturer under the Purchase Agreement or the Purchase Agreement Assignment or otherwise.

9. The Lessee acknowledges the existence of, approves of and consents to the assignment by the Lessor to the Indenture Trustee of this Lease Supplement pursuant to the Indenture.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed, as a document under seal, as of the day and year first above written and to be delivered in The Commonwealth of Massachusetts.

LESSOR:

THE CONNECTICUT NATIONAL BANK,  
not in its individual  
capacity but solely as owner  
trustee under the Owner Trust  
Agreement

[Seal]

By 

Andrea F. Turlo  
Vice President

LESSEE:

MASSACHUSETTS BAY  
TRANSPORTATION AUTHORITY

[Seal]

By *Arthur D. Shea*  
Arthur D. Shea  
Acting Treasurer-Controller

State of Connecticut )  
County of Hartford ) ss:

On this 15<sup>th</sup> day of December, 1987, before me personally appeared, Andrea F. Turlo, to me personally known, who being by me duly sworn, says that she is the Vice President of The Connecticut National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

[seal]

*Susan C. Chadbourne*  
My Commission expires \_\_\_\_\_

SUSAN C. CHADBOURNE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1988

Commonwealth of Massachusetts )  
County of Suffolk ) ss:

On this 21<sup>st</sup> day of December, 1987, before me personally appeared, Arthur D. Shea, to me personally known, who being by me duly sworn, says that he is the Acting Treasurer-Controller of Massachusetts Bay Transportation Authority, that the seal affixed to the foregoing instrument is the corporate seal of said authority, that said instrument was signed and sealed on behalf of said authority by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said authority.

[seal]

*Claudia Fontaine*  
My Commission expires 7/24/93

Attachment: Annex 1

ANNEX 1

4 diesel-electric locomotives manufactured by General Motors Corporation (the "Manufacturer") pursuant to the Purchase Agreement, dated September 25, 1986, as amended, between the Manufacturer and Massachusetts Bay Transportation Authority ("MBTA"), identified by MBTA and Manufacturer vehicle identification numbers and having the cost more particularly described as follows:

<u>MBTA Vehicle Identification Number</u>	<u>Manufacturer Serial Number</u>	<u>Cost</u>
1058	846003-9	\$1,858,077
1065	846003-16	\$1,858,077
1066	846003-17	\$1,858,077
1067	846003-18	\$1,858,077