RECORDATION NO. 20833 FILED

AUG 25 '97 11-35AM

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August 25, 1997

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RECEIVED
SURFACE TRANSPORTATION BOARD

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

Re: Massachusetts Bay Transportation Authority (1997-E-FT)

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Lease Agreement (1997-E), dated as of August 22, 1997, a primary and two (2) copies each of the following secondary documents related thereto: Lease Supplement (1997-E), dated August 22, 1997, Sublease Agreement (1997-E), dated as of August 22, 1997, Sublease Supplement (1997-E), dated August 22, 1997 and Loan and Security Agreement (1997-E), dated as of August 22, 1997.

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

Primary → Lease Agreement (1997-E)
and
Lease Supplement (1997-E)

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

Head Lessee: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

Sublease Agreement (1997-E)
and
Sublease Supplement (1997-E)

Sublessor: Wilmington Trust Company, Trustee
1100 North Market Street
Wilmington, Delaware 19890

Sublessee: Massachusetts Bay Transportation Authority
10 Park Plaza
Boston, Massachusetts 02116

Loan and Security Agreement (1997-E)

Borrower: Wilmington Trust Company, Trustee
1100 North Market Street
Wilmington, Delaware 19890

Lender: AMBAC Investments, Inc.
One State Street Plaza
New York, New York 10004

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule 7 attached to the Lease Supplement.

Also enclosed is a check in the amount of $120.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 20833 FILED

AUG 25 '97 11-35 AM

LEASE AGREEMENT
(1997-E-FT)

dated as of August 22, 1997

between

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY,

Head Lessor,

and

WILMINGTON TRUST COMPANY,

not in its individual capacity, but
solely as Trustee (the "Pledgee")

Head Lessee,

Lease and Sublease of Rail Equipment

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EXHIBITS

Exhibit A Lease Supplement

SCHEDULES

Schedule 1 Basic Lease Rent Allocation
Schedule 2 Basic Lease Rent Payments/ Head Lease Expiration Dates
Schedule 3 Head Lease Stipulated Loss Values
Schedule 4 Minimum Funding Amounts
Schedule 5 Debt Service Amounts-Debt Repayment Amounts
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Schedule 7 Equipment

LEASE AGREEMENT

This LEASE AGREEMENT (1997-E-FT) dated as of August 22, 1997 (this "Lease," the "Head Lease" or this "Agreement") is between MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, having its principal office at 10 Park Plaza, Boston, Massachusetts 02116-3974, as Head Lessor, and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Trustee, having its principal place of business at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-0001 as Head Lessee.

WITNESSETH:

WHEREAS, the Equity Investor and the Trustee have entered into the Trust Agreement pursuant to which the Equity Investor has created the Trust for the benefit of the Equity Investor, and the Trustee is authorized and directed to execute and deliver this Agreement and the other Operative Documents; and

WHEREAS, the Head Lessee desires to lease from the Head Lessor and the Head Lessor is willing to lease to the Head Lessee the Equipment upon the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Head Lessor and the Head Lessee agree as follows:

SECTION 1. Definitions and Rules of Usage. Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in Appendix A to the Participation Agreement (1997-E-FT), dated as of August 22, 1997 among the Head Lessor, the Head Lessee, Fifth Third Leasing Company, as Equity Investor, Ambac Asset Funding Corporation, as Payment Undertaker, and AMBAC Investments Inc., as Lender, and the rules of usage set forth therein shall apply hereto.

SECTION 2. Leasing of Equipment. Subject to the terms and conditions of the Participation Agreement, on the Delivery Date the Head Lessor shall lease the Equipment to the Head Lessee and the Head Lessee shall lease the Equipment from the Head Lessor, such leasing to be evidenced by the execution by the Head Lessor and the Head Lessee of one of more Lease Supplements in substantially the form attached hereto as Exhibit A.

SECTION 3. Lease Term and Rent.

(a) Lease Term.

Unless earlier terminated in accordance with the express provisions hereof, each Item of Equipment shall be leased hereunder for lease terms commencing on the Delivery Date and ending, in the case of each Item of Equipment contained in a particular Equipment Lot, at 11:59 p.m. (New York City time) on the Head Lease Expiration Date for such Equipment Lot (as to each such Equipment Lot, the "Head Lease Term").

(b) Head Lease Rent.

(1) The rent for the lease of each Item of Equipment for the applicable Head Lease Term ("Basic Lease Rent") is specifically allocated to the use of such Item of Equipment for each period of the Head Lease in accordance with Schedule 1. Such Basic Lease Rent shall be due from and payable by the Head Lessee to the Head Lessor and the Head Lessee agrees to pay Basic Lease Rent in two installments for each Equipment Lot in the amounts shown in Schedule 2 in the column labeled "Basic Lease Rent Payments", the first installment payable on the Delivery Date being the "Advance Head Lease Rent Payment" for such Equipment Lot and the second installment payable on the Deferred Head Lease Rent Payment Date being the "Deferred Head Lease Rent Payment" for such Equipment Lot. The Advance Head Lease Rent Payment shall be allocated to the Head Lease Periods specified in Schedule 1 as corresponding to the Advance Head Lease Rent Payment, and the Deferred Head Lease Rent Payment shall be allocated to the Head Lease Periods specified in Schedule 1 as corresponding to the Deferred Head Lease Rent Payment for such Equipment Lot.

(2) The Advance Head Lease Rent Payment, the Deferred Head Lease Rent Payment and the Head Lease Stipulated Loss Values, and the allocation of rent hereunder, are subject to adjustment prior to the Delivery Date on the same basis, criteria and principles as provided in Section 3(d) of the Sublease in respect of comparable amounts payable under such Sublease.

(c) Supplemental Lease Rent.

The Head Lessee shall also pay to the Head Lessor all other amounts, liabilities and obligations (other than Basic Lease Rent) which Head Lessee assumes or agrees to pay under this Lease ("Supplemental Lease Rent") promptly as the same shall become due. The Head Lessee shall also pay as Supplemental Lease Rent interest at the Overdue Rate on any Lease Rent not paid when due for any period for which the same shall be overdue.

(d) Withholding Taxes.

Notwithstanding anything herein to the contrary, any payments of Basic Lease Rent hereunder shall be reduced by the amount of any withholding taxes required to be withheld on any such payment under Applicable Law. The payment of any Basic Lease Rent due hereunder net of such withholding taxes shall be deemed payment in full of such Basic Lease Rent. Neither the Head Lessee nor the Equity Investor shall have any liability to the Head Lessor with respect to any such withholding taxes. The Head Lessor agrees to indemnify and hold harmless the Head Lessee, the Equity Investor or any Affiliate of either thereof on an After-Tax Basis for any liability incurred by any of the foregoing in respect of any such withholding taxes, including, without limitation, interest, penalties and additions to taxes.

(e) Manner of Payment.

All Basic Lease Rent and Supplemental Lease Rent shall be paid by the Head Lessee to the Head Lessor at its principal office as set forth in Schedule I to the Participation Agreement (or to such other address as the Head Lessor may specify), in immediately available funds, so that the Head Lessor receives the full amount of such payment no later than 1:00 p.m. (New York City time) on the due dates thereof.

(f) Limited Recourse.

Head Lessor acknowledges that, except as provided in Section 19 of the Participation Agreement, Head Lessee's obligation to pay Basic Lease Rent hereunder is limited to, so long as the Lien of the Loan Agreement has not been discharged pursuant to Section 7.01 thereof, any amounts released to the Head Lessee pursuant to Section 3.01 (clause second), Section 3.02 (clause third) and Section 3.04(b) of the Loan Agreement and, after the Liens of Loan Agreement have been discharged pursuant to Section 7.01 thereof, the Trust Estate. Head Lessor further acknowledges and agrees that its rights and remedies with respect to Head Lessee are without recourse and shall be limited to the Trust Estate, subject to the Lien of the Loan Agreement, and neither the Trustee, the Equity Investor nor any other Person shall have any liability for claims of Head Lessor against Head Lessee except as specifically provided in Section 19 hereof and in Section 13 of the Participation Agreement.

SECTION 4. Net Lease; Absolute Obligation to Pay Rent. This Lease is a net lease. The Head Lessee acknowledges and agrees that, except as otherwise provided in Section 3, its obligations to pay all Lease Rent due and owing in accordance with the terms hereof shall be absolute and unconditional and shall not be affected by any circumstance whatsoever, including any setoff, counterclaim, recoupment, defense or other right which the Head Lessee may have against the Head Lessor or any other Person for any reason whatsoever. Except as provided in Section 3(d), no payment or advance payment of Basic Lease Rent shall be subject to any abatement, diminution or reduction, and the Head Lessee agrees that it will not seek to recover from the Head Lessor all or any part of the Basic Lease Rent so paid for any reason whatsoever, including any present or future claims of the Head Lessee against the Head Lessor or any other Person under this Lease or otherwise. Notwithstanding any other provision of this Section 4 to the contrary, the Head Lessee shall not be impaired in the exercise of any right it may have to assert and sue upon any claim it may have against the Head Lessor in a separate action.

SECTION 5. Representations, Warranties and Agreements.

(a) EXCEPT AS OTHERWISE PROVIDED IN THE OPERATIVE DOCUMENTS AND WITHOUT WAIVING ANY RIGHTS THE HEAD LESSEE HAS THEREUNDER WITH RESPECT TO THE HEAD LESSOR, THE SUBLESSEE OR ANY OTHER PERSON, THE HEAD LESSEE AGREES THAT IT LEASES THE EQUIPMENT "AS-IS" AND "WHERE-IS" AND THE HEAD LESSOR DOES NOT MAKE OR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE, WORKMANSHIP, DESIGN, OPERATION, COMPLIANCE WITH SPECIFICATIONS, CONSTRUCTION, PERFORMANCE OR MERCHANTABILITY, FITNESS OR SUITABILITY FOR USE OR PURPOSE OF THE EQUIPMENT OR ANY

PART THEREOF, AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT, AS TO THE ABSENCE OF INFRINGEMENT OF A PATENT, TRADEMARK OR COPYRIGHT OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ANY PART THEREOF.

(b) The Head Lessor covenants that during the entire Head Lease Term, so long as no Event of Default hereunder shall have occurred and be continuing:

(i) the Head Lessee's rights under this Lease, including the possession, use or quiet enjoyment of each Item of Equipment, shall not be interrupted by the Head Lessor or any Person claiming any interest in such Item of Equipment by, through or under the Head Lessor or by any Person with whom Head Lessor has any form of contractual relationship; and

(ii) the Head Lessor shall take all actions necessary or appropriate to insure the Head Lessee's right of possession, use and quiet enjoyment of each Item of Equipment as set forth in clause (i).

SECTION 6. Possession, Operation, Use and Maintenance.

(a) Possession and Use. The Head Lessee will sublease the Equipment to the Sublessee pursuant to the Sublease and, in the event the Successor Sublease Option or the Sublease Renewal Option is elected by the Sublessor and all the requirements of Section 14 of the Sublease are satisfied with respect thereto, the Head Lessee will sublease the Equipment following the Sublease Expiration Date to a Successor Sublessee or the Sublessee, as the case may be, in accordance with Section 14 of the Sublease. Following the termination of (i) the Sublease Renewal Term, if any, or any initial Successor Sublease entered into pursuant to Section 14(d)(ii) of the Sublease, (ii) the Sublease Term if the Head Lessee has elected the Return Option, or (iii) any earlier termination of the Sublease Term following the exercise of remedies under Section 17 of the Sublease, the Head Lessee, in the case of (i) or (ii) shall use reasonable effort to, and in the case of (iii), may sublease the Equipment to any other Person (including without limitation a Successor Sublessee), *provided* any such sublease shall not extend beyond the end of the applicable Head Lease Term for such Equipment Lot and shall be expressly subject and subordinated to this Lease.

(b) Maintenance. Head Lessee, at its own expense, will maintain, repair and service, or cause to be maintained, repaired and serviced, the Equipment in accordance with the provisions of Section 6(c) of the Sublease which are incorporated herein for such purpose, mutatis mutandis; *provided, however,* that by entering into the Sublease with the Sublessee or a Successor Sublease with a Successor Sublessee, the Head Lessee shall be deemed to have complied with this Section 6(b) whether or not the Sublessee or such Successor Sublessee actually complies with Section 6(c) of the Sublease (or the comparable provisions of any Successor Sublease) and so long as the Head Lessee exercises reasonable diligence in enforcing such comparable maintenance provisions of the Successor Sublease; *provided, further*, that the

Head Lessee shall be deemed to have complied with its obligations under this Section 6(b) in respect of any Successor Sublease so long as it takes such actions as may be reasonably requested by Head Lessor to enforce such comparable maintenance provisions.

SECTION 7. Inspection. The Head Lessor or its authorized representatives may, on reasonable notice, inspect the Equipment; *provided*, that unless an Event of Default hereunder shall have occurred and be continuing hereunder, inspections shall occur only once in any twelve month period. All such inspections of the Equipment shall be visual, walk-around inspections and shall not, unless an Event of Default shall have occurred and be continuing hereunder, include opening any panels or bays and, in any event, shall be conducted, so long as there is no Event of Default hereunder, so as not to unreasonably interfere with the normal conduct of Head Lessee's or any sublessee's or subsublessee's business or the operation and maintenance of the Equipment. Unless an Event of Default shall have occurred and be continuing hereunder, any inspection or observation made pursuant to this Section 7 shall be at the sole expense and risk of the Head Lessor. The Head Lessor shall not have any duty to make any such inspection or incur any liability or obligation by reason of not making any such inspection. Notwithstanding the above, during the Sublease Term and any Successor Sublease Term, the Head Lessor's right to inspect the Equipment shall be the same as the inspection rights set forth in Section 7 of the Sublease or the comparable provision of any Successor Sublease.

SECTION 8. Replacement and Ownership of Parts; Alterations, Modifications, Additions and Substitutions. The Head Lessee, at its own expense, shall comply with the provisions of Section 8 of the Sublease regarding replacement of Parts, ownership of Parts and alterations, and modifications and additions to the Equipment which are incorporated herein for such purposes mutatis mutandis; *provided, however*, that by entering into the Sublease with the Sublessee or a Successor Sublease with a Successor Sublessee, the Head Lessee shall be deemed to have complied with this Section 8 whether or not the Sublessee or the Successor Sublessee actually complies with such provisions; *provided, further*, that Head Lessee shall exercise reasonable diligence in enforcing such comparable provisions of any Successor Sublease. Notwithstanding the foregoing, the Head Lessee shall be deemed to have complied with its obligations under this Section 8 in respect of any Successor Sublease so long as it takes such actions as may be reasonably requested by Head Lessor to enforce such provisions of such Successor Sublease.

SECTION 9. Event of Loss; Replacement.

(a) Event of Loss. Upon the occurrence of an Event of Loss:

(i) During the Sublease Term or any Successor Sublease Term, in the event the Sublessee or any Successor Sublessee elects alternative (i) of Section 9(a) of the Sublease (or the comparable provision of any Successor Sublease), the Head Lessee will apply any payments received under the Sublease or any Successor Sublease to pay, to the Head Lessor on the Loss Payment Date with respect to each Item of Equipment suffering such Event of Loss: (A) the amount determined by multiplying the Equipment Value of each Item of Equipment suffering the Event of Loss by the percentage set forth in Schedule 3 opposite the Loss Payment Date (the "Head Lease Stipulated Loss Value"), plus (B) all Supplemental Lease Rent due and

owing on the Loss Payment Date; *provided* that the Head Lessee's obligation to pay such amounts shall be limited to amounts received by the Head Lessee from the Sublessee (or from any Successor Sublessee during the term of a Successor Sublease that has been assigned to the Head Lessor by the Head Lessee to satisfy its obligations under Section 19(b)) pursuant to Section 9(a)(i) of the Sublease (or the comparable provision of any Successor Sublease and amounts held in the Head Lease Collateral Account) following an Event of Loss; or

(ii) in the event the Sublessee elects to substitute for any Item of Equipment suffering an Event of Loss a Replacement Item of Equipment pursuant to alternative (ii) of Section 9(a) of the Sublease (or the comparable provision of any Successor Sublease), such Replacement Item of Equipment shall become subject to this Lease and shall be deemed an Item of Equipment for all purposes hereof to the same extent as the Item of Equipment originally leased hereunder; and this Head Lease shall terminate with respect to the replaced Item of Equipment; or

(iii) in the event neither the Sublease nor any Successor Sublease is in effect, upon the occurrence of an Event of Loss with respect to any Item of Equipment, the Head Lessee shall pay to the Head Lessor on the applicable Loss Payment Date the amounts set forth in (A) and (B) of clause (i) above; *provided* that the amounts payable by the Head Lessee to the Head Lessor pursuant to (A) of clause (ii) above shall not in any event exceed the amount of any insurance proceeds attributable to the Head Lessor's interest in the Item or Items of Equipment that are subject to such Event of Loss.

(b) Non-Insurance Payments Received on Account of an Event of Loss.

The Head Lessor and the Head Lessee agree that any payments as described in Sections 9(b), (c) or (d) of the Sublease (or the comparable provision in any Successor Sublease) will be applied as provided in such provisions and otherwise as the interests of the Head Lessor, the Head Lessee and the Sublessee (or any Successor Sublessee) may appear. In the event the Sublease or any Successor Sublease is no longer in effect, any such payments shall be divided between the Head Lessee and the Head Lessor as their interests may appear.

SECTION 10. Insurance. Head Lessee, at its own expense, will maintain insurance with respect to the Equipment in accordance with the provisions of Section 10 of the Sublease which are incorporated herein for such purpose, mutatis mutandis; *provided, however*, that by entering into the Sublease with the Sublessee or a Successor Sublease with a Successor Sublessee which contains insurance provisions comparable to Section 10 of the Sublease, the Head Lessee shall be deemed to have complied with this Section 10 whether or not the Sublessee or the Successor Sublessee actually complies with such provisions; *provided, further*, that Head Lessee shall exercise reasonable diligence in enforcing such comparable provisions of any Successor Sublease. Notwithstanding the foregoing, Head Lessee shall be deemed to have complied with its obligations under this Section 10 in respect of any Successor Sublease so long as it takes such actions as may be reasonably requested by Head Lessor to enforce such provisions of any Successor Sublease.

SECTION 11. Liens. The Head Lessee shall comply with the provisions of Section 11 of the Sublease, which are incorporated herein for such purpose, mutatis mutandis, but its obligation thereunder shall be limited to the assets of the Trust Estate; *provided, however,* that so long as the Sublessee or any Successor Sublessee or any of their respective successors or assigns shall be the sublessee of the Equipment, the obligations of Head Lessee contained in this Section shall be deemed to be satisfied without any further action by the Head Lessee; *provided, further*, that the Head Lessee shall exercise reasonable diligence in enforcing the provisions of any Successor Sublease comparable to Section 11 of the Sublease. Notwithstanding the foregoing, the Head Lessee shall be deemed to have complied with its obligations under this Section 11 in respect of any Successor Sublease so long as it takes such actions as may be reasonably requested by the Head Lessor to enforce such provisions of such Successor Sublease. The Head Lessor shall not directly or indirectly create, incur, assume or suffer to exist any Liens on the Equipment other than (a) during the Sublease Term, Permitted Liens, (b) Sublessor's Liens and Liens arising by, through or under the Head Lessee, and (c) as otherwise provided in Section 11(c) and 15(d) of the Participation Agreement. The Head Lessor agrees that it will, at its own cost and expense, promptly take such action as may be necessary duly to discharge promptly any Lien on the Equipment (other than those described in clause (a), (b) and (c) of the preceding sentence) and will hold harmless and indemnify on an After-Tax Basis, the Trustee, the Equity Investor, the Lender, the Trust Estate and the Collateral and their respective Affiliates against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal fees and expenses, of whatsoever kind and nature and any reduction in the amount payable out of the Trust Estate or the Collateral imposed on, incurred by or asserted against any of the foregoing in respect of the imposition, enforcement or removal of any such Liens.

SECTION 12. Return of the Equipment. Subject to the Head Lessee's exercise of any of its purchase options under Section 13, the Head Lessee will, on the Head Lease Expiration Date, return the Equipment (except any Item of Equipment deemed to have suffered an Event of Loss), free and clear of any Liens (other than Liens arising by, through or under the Head Lessor or the Sublessee), and in the same condition as when possession of the Equipment was returned to the Head Lessee by the Sublessee or any Successor Sublessee, ordinary wear and tear excepted, and in the condition required by Section 6(b) hereof.

SECTION 13. Purchase Option. The Head Lessee shall have the option to purchase the Head Lessor's entire interest in each Equipment Lot (notwithstanding the fact that such interest is a leasehold or similar interest under the applicable Senior Lease Documents) for an amount equal to the then estimated Fair Market Sales Value of such residual interest (determined, except in the case of any purchase on the Head Lease Expiration Date, taking into account the fact that the Equipment is encumbered by this Lease) at the time of the exercise of such option, upon the occurrence of the following events (and provided that the Sublessee does not exercise its Purchase Option):

(a) the Basic Term Expiration Date or the Head Lease Expiration Date for such Equipment Lot;

(b) on the Sublease Expiration Date for such Equipment Lot;

(c) the Head Lessee exercises its preemptive election under Section 15(c) of the Sublease to take possession of the Equipment once the Sublessee has given notice of its intent to terminate the Sublease pursuant to Section 15(a) of the Sublease; or

(d) an Event of Default occurs and is continuing under the Sublease.

The Head Lessee shall notify the Head Lessor in writing whether it will purchase such interest in the Equipment pursuant to this Section 13: (i) not less than 90 days prior to the Basic Term Expiration Date, the Sublease Expiration Date for such Equipment Lot, or the Head Lease Expiration Date, as applicable; (ii) concurrently with the exercise of its preemptive election as described in clause (c) above; and (iii) at any time within one year of the declaration of an Event of Default under the Sublease. If the Head Lessee elects to purchase such interest in the Equipment pursuant to this Section 13, upon payment to the Head Lessor of an amount equal to the applicable purchase price, plus all other amounts owing by the Head Lessee to the Head Lessor pursuant hereto (whether as Basic Lease Rent or Supplemental Lease Rent), all of the Head Lessor's right, title and interest in the Equipment shall be deemed automatically to have been transferred by the Head Lessor to the Head Lessee or its designee, "as-is, where-is" without recourse or warranty of any kind, except with respect to the absence of Liens (other than Sublessor's Liens). The Head Lessee shall prepare and the Head Lessor shall execute, a termination of this Lease and a bill of sale or other instrument providing for the transfer of such interest in the Equipment as the Head Lessee may reasonably request, all at the expense of the Head Lessee. Upon compliance by the Head Lessee with the provisions of this Section 13, this Lease shall terminate except in respect of liabilities and obligations of the Head Lessee which have accrued but not been paid or which are in dispute as of the date of such transfer.

SECTION 14. Events of Default. The following events shall constitute Events of Default hereunder; *provided* that no such event shall constitute an Event of Default if caused by, or otherwise directly or indirectly attributable to, the Head Lessor, the Sublessee or any Event of Default under the Sublease;

(a) the Head Lessee shall fail to make any payment of Basic Lease Rent when due and such failure shall continue for a period of five Business Days after receipt of written notice of non-payment from the Head Lessor, or the Head Lessee shall fail to make any payment of Supplemental Rent and such failure shall continue unremedied for a period of 30 days after receipt by the Head Lessee of a written notice of non-payment from the Head Lessor; or

(b) the Head Lessee shall fail to perform or observe any other material covenant or condition to be performed or observed by it hereunder in any material respect and such failure shall not have been cured for a period of 30 days after receipt by the Head Lessee of written notice thereof from the Head Lessor; *provided* that if such failure is capable of cure but cannot be cured during such 30-day period, no Event of Default shall occur so long as the Head Lessee is diligently attempting to cure and does so within 180 days of such receipt; or

(c) the Head Lessee shall file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any bankruptcy, insolvency or other similar laws (as now or hereafter in effect) or an answer admitting the material allegations of a petition filed against the Head Lessee in any such proceeding, or the Head Lessee shall, by voluntary petition, answer or consent, seek relief under the provisions of any other now existing or future bankruptcy, insolvency or other similar law providing for the reorganization or winding-up of corporations or for an agreement, composition, extension or adjustment with its creditors; or shall adopt a resolution of liquidation; or

(d) a petition against the Head Lessee in a proceeding under applicable bankruptcy, insolvency or similar laws as now or hereafter in effect shall be filed and shall not be withdrawn or dismissed within 90 days thereafter, or if, under the provisions of any law providing for reorganization or winding-up of corporations or other entities which may apply to the Head Lessee, any court of competent jurisdiction shall assume jurisdiction, custody or control of the Head Lessee or of any substantial part of its property and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed or unvacated for a period of 90 days; or

(e) an order, judgment or decree shall be entered in any proceeding by any court of competent jurisdiction appointing, without the consent of the Head Lessee, a receiver, trustee, assignee or liquidator or similar official of the Head Lessee, or of any substantial part of its property or sequestering any substantial part of the property of the Head Lessee, and any such order, judgment or decree or appointment or sequestration shall remain in force undismissed, unstayed or unvacated, for a period of 90 days after the date of entry thereof; or

(f) any additional proceeding similar to those referred to in Section 14(c), (d) or (e) above for the relief of financially distressed debtors under the laws of any jurisdiction is entered into by the Head Lessee voluntarily; or any additional proceeding similar to those referred to in Section 14(c), (d) or (e) above for the relief of financially distressed debtors under the laws of any jurisdiction is entered into by or with respect to the Head Lessee involuntarily and shall remain in force undismissed, unstayed or unvacated for a period of 90 days.

SECTION 15. Remedies. Upon the occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, the Head Lessor may, at its option and sole discretion, declare this Lease to be in default by a notice to the Head Lessee, and at any time after this Lease shall be declared in default pursuant to this sentence, unless such declaration shall have been rescinded, the Head Lessor may, subject to the proviso in this Section 15, in its sole discretion do, and the Head Lessee shall comply with, one or more of the following with respect to the Equipment, as the Head Lessor in its sole discretion shall elect, to the extent permitted by, and subject to compliance with any mandatory requirements of, Applicable Law then in effect:

(a) cause the Head Lessee, upon the written demand of the Head Lessor and at the Head Lessee's expense, to, and the Head Lessee shall, promptly return any Items of Equipment as the Head Lessor may demand to the Head Lessor or its order; or

(b) terminate this Lease as to all of the Equipment or any Item of Equipment, or exercise any other right or remedy which may be available under any Applicable Law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof;

provided, however, that if and for so long as the Lien of the Loan Agreement has not been discharged pursuant to Section 7.01 thereof with respect to the Collateral (which includes this Lease), the Head Lessor shall have the right to demand, collect, sue for or otherwise receive and enforce payment of the Basic Lease Rent and compliance by the Head Lessee with the terms of this Lease, including without limitation the right to proceed by court action to enforce performance of this Lease or to recover any amounts owing to it solely out of the amounts described in Section 3(f) of this Lease, but shall not have the right to require the return of any Item of Equipment or to terminate this Lease.

The Head Lessor and the Head Lessee hereby acknowledge that irreparable damage would result if this Lease is not specifically enforced, and that, therefore, the rights of the Head Lessor and the Head Lessee under this Lease may be enforced by a decree of specific performance issued by a court of competent jurisdiction and appropriate equitable relief may be applied for and granted in connection therewith.

SECTION 16. Assignment. The Head Lessor will not, without the prior written consent of the Head Lessee and, so long as the Lien of the Loan Agreement shall not have been discharged pursuant to Section 7.01 thereof, the Lender, assign any of its rights or obligations hereunder except as provided in, and subject to the conditions of, Sections 11(c) and 15(d) of the Participation Agreement. The Head Lessee will not, without the prior written consent of the Head Lessor and, so long as the Lien of the Loan Agreement shall not have been discharged pursuant to Section 7.01 thereof, the Lender, assign any of its rights or obligations hereunder except (i) to a successor owner trustee appointed in accordance with the Trust Agreement and the Participation Agreement, (ii) to the Lender as security under the Loan Agreement, (iii) as provided in and subject to the conditions of Section 21(a) of the Participation Agreement with respect to a transfer to a substantially similar trust or (iv) to a sublessee in accordance with the provisions of this Lease.

SECTION 17. Acknowledgment of Assignment for Security. In order to secure the indebtedness evidenced by the Loan Certificates and all other amounts owing to the Lender under the Operative Documents, the Head Lessee has agreed in the Loan Agreement, among other things, to assign to the Lender its rights under this Lease. The Head Lessor hereby consents to such assignment and acknowledges receipt of copies of the Loan Agreement, it being understood that such consent shall not affect any requirement or the absence of any requirement for any consent under any other circumstances. Unless and until the Head Lessor shall have received written notice from the Lender that the Lien of the Loan Agreement has been discharged pursuant to Section 7.01 thereof, the Lender, to the extent provided in, and subject to the exceptions contained in, the Loan Agreement, shall have the right to exercise the rights of the Head Lessee under the Lease to give consents, approvals, waivers, notices or the like, to make elections, demands or the like and to take any other discretionary action under this Lease as

though named as the Head Lessee herein and no amendment or modification of, or waiver by or consent of the Head Lessee in respect of, any of the provisions of this Lease shall be effective unless the Lender shall have joined in such amendment, modification, waiver or consent or shall have given its prior written consent thereto to the extent set forth in and subject in each case to the exceptions set forth in the Loan Agreement.

SECTION 18. Head Lessor Termination Option; Head Lessee Option.

(a) Termination Option. If the Sublessee elects to exercise the Purchase Option in accordance with Section 14(a) or Section 14(d)(i)(B) of the Sublease with respect to an Equipment Lot and, at the time such election is made, the Head Lessor is also the Sublessee, the Head Lessor shall have the right upon 5 days' (or in the event that the Sublessee elects to exercise the Purchase Option pursuant to Section 14 (d)(i)(B) of the Sublease, one day's) written notice to the Head Lessee to make payment of all amounts due and payable by the Sublessee pursuant to and in accordance with Section 14(f) of the Sublease with respect to such Equipment Lot (and, if applicable, amounts specified in the last sentence of Section 14(d)(i)(B) of the Sublease) and upon payment of all such amounts this Lease shall terminate as to such Equipment Lot, the Items of Equipment in such Equipment Lot shall be returned to the Head Lessor on an "as-is, where-is" basis without recourse or warranty except with respect to the absence of Sublessor's Liens, and the Head Lessee shall cease to have any further liabilities or obligations under this Lease with respect to such Equipment Lot, except in respect of liabilities and obligations of the Head Lessee which have accrued but not been paid as of the last day of the Initial Head Lease Term.

(b) Sale of Head Lessor's Interest in the Equipment. Consistent with the Head Lessee's right pursuant to Section 13(b) to purchase the Head Lessor's interest in the respective Equipment Lot on the Sublease Expiration Date for such Equipment Lot, the Head Lessee shall have the right to require that the Head Lessor sell all of its right, title and interest in the Equipment Lot then subject to this Lease on such Sublease Expiration Date, upon not less than 30 and not more than 90 days' prior written notice to the Head Lessor. During the period following the giving of such notice to the date of sale, the Head Lessee, as non-exclusive agent for the Head Lessor, shall have the right to solicit bids for the cash purchase of such Equipment Lot; *provided, however*, that the Head Lessee shall act in its sole discretion and shall be under no duty to solicit bids publicly or in any particular market and shall have no liability for failure to obtain the best price. Upon receiving a bid pursuant to the previous sentence, the Head Lessee shall, within five Business Days after receipt thereof and at least ten days prior to the proposed date of such sale, certify in writing to the Head Lessor (i) the amount and terms of such bid, (ii) the proposed date of sale and (iii) the name and address of the party giving the bid (which may include the Head Lessor, the Head Lessee or the Equity Investor or any of their respective Affiliates). On the date of such sale (provided such date is at least ten days following the delivery of such certification), the Equipment in such Equipment Lot shall be sold to such bidder (without regard to the commercial reasonableness or nature of the bid) and this Head Lease shall terminate. The proceeds of such sale shall be allocated, *first*, to the Head Lessee in an amount up to the Fair Market Sales Value of the Head Lease Rights for such Equipment Lot, and *second*, to the Head Lessor in an amount equal to the balance of the sale proceeds. Notwithstanding the foregoing, if the Head Lessor does not agree to the offered bid price for any reason whatsoever,

the Head Lessor shall have the right at any time prior to the date of such sale to pay to the Head Lessee the Fair Market Sales Value of the Head Lease Rights for such Equipment Lot. If the Head Lessor makes such payment, all of the Head Lessee's rights hereunder with respect to such Equipment Lot shall be deemed automatically to have been transferred to the Head Lessor on an "as-is, where-is" basis without recourse or warranty of any kind, except with respect to the absence of Sublessor's Liens and the Head Lessor shall not be required to sell its interest in the Equipment under this subsection (b). Upon the consummation of any such sale or the transfer of the Head Lease Rights to the Head Lessor pursuant to this subsection (b), the liability of the Head Lessee for the Deferred Head Lease Rent Payment for such Equipment Lot shall terminate. In connection with the sale of the Equipment pursuant to this subsection (b), the Head Lessor shall execute and deliver to the purchaser a bill of sale conveying the Equipment in such Equipment Lot free and clear of all Liens (other than Sublessor's Liens) and such other documents and certificates as the purchaser may reasonably request to evidence such transfer.

SECTION 19. Acceptable Head Lease Collateral.

(a) Requirement to Provide. If, on the Basic Term Expiration Date for any Equipment Lot the Sublessee has not elected the Purchase Option for such Equipment Lot and the Head Lessee has, or is deemed to have, elected the Sublease Renewal Option, the Return Option or the Successor Sublease Option for such Equipment Lot, then not later than the day 30 days after such Basic Term Expiration Date, the Head Lessee must provide to, and maintain throughout the remainder of the Head Lease Term for such Equipment Lot and until all amounts owing under this Head Lease in respect of such Equipment Lot are paid in full, Acceptable Head Lease Collateral to secure the Head Lessee's obligation to pay the Deferred Head Lease Rent Payment and Head Lease Stipulated Loss Values for such Equipment Lot when due.

(b) Satisfaction of Requirement. The Head Lessee's obligation to provide such Acceptable Head Lease Collateral shall be satisfied in each of the following circumstances by the establishment of one of the arrangements set forth in such clause (1) through (5), respectively, as follows:

(1) The Head Lessee may fund an account (the "Head Lease Collateral Account") and grant to the Head Lessor a first ranking perfected security interest over all of the Head Lessee's right, title and interest in, to and under the Head Lease Collateral Account and all Permitted Investments therein. The Head Lease Collateral Account shall have a mandatory funding schedule which, subject to the following provisions of this Section 19(b)(1), the Head Lessee must meet, at specified minimum amounts (the "Minimum Funding Amounts") for each year of the Head Lease following the Basic Term Expiration Date as set forth on Schedule 4 to this Head Lease. Cash on deposit in the Head Lease Collateral Account shall be invested only in Permitted Investments and in such manner that the Head Lessor is granted a first ranking perfected security interest over all such Permitted Investments as and from the time they are made. The Head Lessee shall deposit into the Head Lease Collateral Account on the date such amounts are payable a portion of the Basic Rent for such Equipment Lot during the Sublease Renewal Term or a portion of the basic rent during any Successor Sublease, in each case in excess of the sum of the Debt Service Amounts and the Equity Service Amounts in respect of

such dates as set forth on Schedules 5 and 6 to this Head Lease (each such excess being an "Excess Service Amount"). The Head Lessee shall also deposit into the Head Lease Collateral Account so much of the stipulated loss value, if any, paid by the Sublessee or the Successor Sublessee during the Sublease Renewal Term, or the Successor Sublease Term which is in excess of the Debt Repayment Amounts and Equity Repayment Amounts as set forth on Schedules 5 and 6 to this Head Lease (such excess being the "Excess Termination Amount"). The Head Lessee will satisfy its obligations to fund the Head Lease Collateral Account to the Minimum Funding Amounts by effecting the following arrangements:

(i) if the Sublease is renewed for the Sublease Renewal Term, the Head Lessee shall be deemed to have satisfied its obligation to fund the Minimum Funding Amounts for the entire Head Lease Term by the Head Lessee assigning to the Head Lessor its rights to receive Sublease Renewal Rent thereunder in an amount equal to the Excess Service Amount and stipulated loss value thereunder in an amount equal to the Excess Termination Amount payable under the Sublease during the Sublease Renewal Term (subject to a first priority security interest in favor of the Lender to the extent of the Debt Service Amounts and the Debt Repayment Amounts and a second priority security interest in favor of the Equity Investor to the extent of the Equity Service Amounts and the Equity Repayment Amounts); or

(ii) if a Successor Sublease is entered into, the Head Lessee shall be deemed to have satisfied its obligation to fund the Minimum Funding Amount for the entire Head Lease Term (but only to the extent basic rent under the Successor Sublease includes any Excess Service Amount and stipulated loss values thereunder include any Excess Termination Amount) by the Head Lessee assigning to the Head Lessor its rights to receive basic rent under the Successor Sublease in an amount equal to the Excess Service Amount and stipulated loss value in an amount equal to the Excess Termination Amount payable under the Successor Sublease during the Successor Sublease Term (subject to a first priority security interest in favor of the Lender to the extent of the Debt Service Amounts and the Debt Repayment Amounts and a second priority security interest in favor of the Equity Investor to the extent of the Equity Service Amounts and the Equity Repayment Amounts).

(2) the Head Lessee may provide for the benefit of the Head Lessor an irrevocable standby letter of credit issued by a letter of credit bank which meets the Minimum Credit Rating Requirements which shall be in effect until at least the Deferred Head Lease Rent Payment Requirements which shall be in effect until at least the Deferred Head Lease Rent Payment Date and is drawable upon a Head Lease Event of Default and which shall have at all times during the term of such letter of credit a stated amount at least equal to the highest Head Lease Stipulated Loss Value set forth on Schedule 3 to this Head Lease for any period during the Head Lease Term, and thereafter, the highest Minimum Funding Amount. If at any time the letter of credit issuer ceases to meet the Minimum Credit Rating Requirements, the Head Lessee shall replace such issuer with an issuer meeting the Minimum Credit Rating Requirements or with some other form of Acceptable Head Lease Collateral.

(3) the Head Lessee may provide for the benefit of the Head Lessor an absolute and unconditional guaranty or other equivalent undertaking which shall be in effect until

at least the Deferred Head Lease Rent Payment Date and which shall be from a bank or other financial institution or company meeting the Minimum Credit Rating Requirements being such a guaranty of the Head Lessee's obligation at all times to pay Head Lease Stipulated Loss Value for any period during the Lease Term and thereafter, for the highest Minimum Funding Amount. If at any time the guarantor ceases to meet the Minimum Credit Rating Requirements, the Lessee shall be obligated to replace such guarantor with a guarantor meeting the Minimum Credit Rating Requirements or with some other form of Acceptable Head Lease Collateral.

(4) the Head Lessee may provide a letter of credit (as described in clause (2) above) or guaranty (as described in clause (3) above) from the Equity Investor; or

(5) the Head Lessee may provide any other collateral reasonably acceptable to the Head Lessor in its sole discretion, so long as such collateral gives at least the benefits of that specified in Section 19(b)(1) to (4) above.

(c) Documentation. All documentation required in connection with the performance by Head Lessee of its obligations under this Section 19 shall be in form and substance reasonably satisfactory to the Head Lessor, and the Head Lessor shall receive an opinion of counsel reasonably satisfactory to the Head Lessor, as to the enforceability of such documentation, the creation and perfection of any security interests thereunder and other matters reasonably requested by the Head Lessor. The Head Lessee shall, at the Equity Investor's sole cost and expense (but must do so even it the Equity Investor fails to pay), do, execute, acknowledge and deliver, or shall cause to be done, executed, acknowledged and delivered, all such further acts, conveyances and assurances as the Head Lessor shall reasonably require for accomplishing the purposes of and carrying out obligations of the Head Lessee to provide Acceptable Head Lease Collateral as contemplated by this Section 19.

(d) Possession and Control of Collateral. Each security interest referred to in Section 19(b) shall provide, among other things, that upon the occurrence of a Head Lease Event of Default, the Head Lessor shall have the right and power to take possession of all or any part of the Acceptable Head Lease Collateral and thereafter to hold, use, manage and control the same in order to satisfy the Head Lessee's obligations in Section 15.

(e) Successor Sublease as Collateral. If a Successor Sublease is, or is intended to be, used as Acceptable Head Lease Collateral in whole or in part, such Successor Sublease must provide that (a) on each rent payment date the Successor Sublease shall accrue a specific obligation to pay basic rent payment in one of the following manners: (x) on a current basis the entire amount of the basic rent payment allocated to the then current rent period in an amount at least equal to the sum of: (i) the Debt Service Amount and Equity Service Amount for the Rent Payment Date corresponding with that rent payment date as set forth in Schedules 5 and 6 to this Lease, plus (ii) an amount which equals a portion of or all of the Minimum Funding Amounts as set forth in Schedule 4 to this Lease ("Successor Sublease Current Rent"); or (y) in part on a current basis and in part on a deferred basis, in which case the Replacement Sublessee shall pay Basic Rent allocated to the then current rent period on a current basis in an amount at least equal to the sum of the Debt Service Amounts and Equity Service Amounts for the Rent Payment Date

corresponding to that rent payment date as set forth in Schedules 5 and 6 to this Lease and on a deferred basis (together with interest thereon, if any) shall be due and payable on the Replacement Lease Termination Date ("Successor Sublease Deferred Rent"); and (b) stipulated loss values shall be payable thereunder upon an early termination of the Replacement Lease in an amount at least equal to the sum of the Debt Repayment Amounts, Equity Repayment Amounts and all or part of the Minimum Funding Amounts for any date on which such amounts are payable as set forth in Schedules 4, 5 and 6 of this Lease.

SECTION 20. ABB Lease

The Head Lessor and the Head Lessee acknowledge (and agree for the benefit of ABB that with respect to each Item of Equipment (i) this Lease is subject and subordinate to the Lease and that their respective rights hereunder are subject to ABB's ownership interest in the Equipment and the ABB Lender's lien thereon, (ii) during the term of Lease, any party's interest in such Item of Equipment hereunder derives from the Head Lessor's rights as Lessee under the ABB Lease, and (iii) the Owner, and not the Head Lessor or any other Person, is the legal and beneficial owner of each such Item of Equipment. The leasing of any Item of Equipment hereunder will terminate without further act if the ABB Lease terminates with respect to such Item of Equipment in circumstances where the Head Lessor or Head Lessee does not obtain title to such Item of Equipment but such termination shall constitute a breach of the Head Lessor's covenant in Section 5(b) hereof and shall constitute an Event of Default hereunder.

Any provision herein or in any other Operative Document requiring the Head Lessor or the Head Lessee to take any action regarding the Owner or any other party (in its capacity as such) to any ABB Document will be of no force or effect after the expiration or earlier termination of the ABB Documents (except as set forth in the preceding paragraph), and any provision hereof requiring the Head Lessor or the Head Lessee (or any other party) to convey title to a Replacement Item of Equipment to or deliver an Item of Equipment to the Owner, or requiring title to a Replacement Item of Equipment to vest in the Owner, shall instead be deemed to require such party to convey title or deliver such Item of Equipment, or require that title to such Item of Equipment be vested in, the Head Lessor, as the case may be.

SECTION 21. Miscellaneous.

(a) Notices. All notices and other communications required under the terms and provisions hereof shall be given and shall be effective in accordance with the provisions of Section 22(a) of the Participation Agreement.

(b) Counterparts. This Lease may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

(c) Amendments. Neither this Lease nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by both parties.

(d) Agreement to Lease. This Lease shall constitute an agreement of lease, and nothing contained herein shall be construed as conveying to the Head Lessee any right, title to or interest in the Equipment except as a lessee only.

(e) Governing Law. THIS LEASE 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.

(f) Benefit and Binding Effect. The terms and provisions of this Lease shall inure to the benefit of and be binding on the Head Lessor and the Head Lessee and their respective successors and permitted assigns.

(g) Service of Process and Jurisdiction; Waiver of Immunity. The provisions of Section 18 of the Participation Agreement are incorporated herein by reference as though fully set out herein.

(h) Entire Agreement. This Lease, together with the agreements, instruments and other documents required to be executed and delivered in connection herewith, supersedes all prior agreements and understandings of the parties with respect to the subject matter covered hereby.

(i) Currency. All Lease Rent is to be paid in Dollars.

(j) Execution Date. Although this Lease is dated as of the date first above written for convenience, the actual date of execution by the parties is the Delivery Date and this Lease shall be effective on, and shall not be binding on any party until, the Delivery Date.

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

Head Lessor:

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

By: _____
Name: Jonathan R. Davis
Title: CFO

HEAD LESSEE:

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

By: _____
Name: James P. Lawler
Title: VP

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 22nd day of August, 1997 before me personally appeared James P. Lawler to me personally known, who being by me duly sworn, says that he is the Vice President of Wilmington Trust Company, a Delaware banking corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregong instrument was the free act and deed of said corporation.

Robert M. Vilter

Robert M. Vilter

My commission expires February 14, 1998

ROBERT M. VILTER
Notary Public, State of New York
No. 02VI5023698
Qualified in New York County
Commission Expires Feb. 14, 19____

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 22nd day of August, 1997 before me personally appeared Jonathan R. Davis to me personally known, who being by me duly sworn, says that he is the Chief Financial Officer of The Massachusettes Bay Transportation Authority, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregong instrument was the free act and deed of said corporation.

Robert M. Vilter

Robert M. Vilter

My commission expires February 14, 1998

ROBERT M. VILTER
Notary Public, State of New York
No. 02VI5023698
Qualified in New York County
Commission Expires Feb. 14, 1998

EXHIBIT A
LEASE SUPPLEMENT (1997-E-FT)

THIS LEASE SUPPLEMENT (1997-E-FT) dated August 22, 1997 between MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, having its principal office at 10 Park Plaza, Boston, Massachusetts, 02116-3974 as Head Lessor, and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Trustee, having its principal place of business at Wilmington, Delaware, as Head Lessee;

WHEREAS, the Head Lessor and the Head Lessee have heretofore entered into the Lease Agreement, dated as of August 22, 1997 (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 Head Lessor to the Head 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 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 Lease, the Head Lessor hereby delivers and leases to the Head Lessee, and the Head Lessee hereby accepts and leases from the Head Lessor, under the Lease as herein supplemented, the Items of Equipment described (both by serial number and Equipment Value) in Schedule 7 hereto. Attached as Schedules 1 through 6 hereto is certain other information referenced in the Lease.

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.

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

Head Lessor:

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

By:_____
Name: _____
Title: _____

HEAD LESSEE:

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

By:_____
Name: _____
Title: _____