

RECORDATION NO. 20520 FILED 1425

JAN 29 1997 -10 50 AM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N W
SUITE 200
WASHINGTON, D C
20006-2973

(202) 393-2266
FAX (202) 393-2156

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

OF COUNSEL
URBAN A. LESTER

January 28, 1997

RECORDATION NO. 20520-A, B, C, D, E FILED 1425

JAN 29 1997 -10 50 AM

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) copies of a Lease Agreement (1997-B), dated as of January 28, 1997, a primary and two (2) copies each of the following secondary documents related thereto: Lease Supplement (1997-B), dated January 28, 1997, Sublease Agreement (1997-B), dated as of January 28, 1997, Sublease Supplement (1997-B), dated January 28, 1997, Equipment Pledge Agreement (1997-B), dated as of January 28, 1997 and Loan and Security Agreement (1997-B), dated as of January 28, 1997.

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

Lease Agreement (1997-B)
and
Lease Supplement (1997-B)

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

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

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Mr. Vernon A. Williams
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Sublease Agreement (1997-B)
and
Sublease Supplement (1997-B)

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

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

Equipment Pledge Agreement (1997-B)

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

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

Loan and Security Agreement (1997-B)

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

Lender: Utrecht-American Finance Co.
245 Park Avenue, 38th Floor
New York, New York 10167

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule A attached to the Lease Supplement (1997-B).

Also enclosed is a check in the amount of \$132.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W Alvord

RWA/bg
Enclosures

SCHEDULE A

(1997-B)

Fifty Seven (57) Commuter Rail Coaches manufactured by Pullman Transportation (Pullman Standard Division) (the "Manufacturer") pursuant to Formal Contract No. P-700 dated December 7, 1977, as amended, between the Manufacturer and the Massachusetts Bay Transportation Authority (the "MBTA"), and overhauled by American Passenger Rail Car Company ("Amerail"), pursuant to Formal Contract No. 622 dated March 17, 1995, as amended, between the MBTA and Morrison Knudsen Corporation, predecessor in interest to Amerail, identified by the following MBTA identification numbers:

200	226	250
201	227	251
202	228	252
204	229	253
205	230	254
206	231	255
207	232	256
208	233	257
209	234	258
210	235	
211	236	
212	237	
213	238	
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220	244	
221	245	
222	246	
223	247	
224	248	
225	249	

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LEASE SUPPLEMENT (1997-B)

THIS LEASE SUPPLEMENT (1997-B) dated January 28, 1997 between MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, having its principal office at 10 Park Plaza, Boston, Massachusetts 02116-3974, as Head 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 Head Lessee;

WHEREAS, the Head Lessor and the Head Lessee have heretofore entered into the Lease Agreement, dated as of January 28, 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 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]

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:

FLEET NATIONAL BANK
not in its individual capacity, but solely as
Trustee

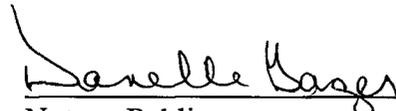
By: 
Name:
Title: FRANK McDONALD
VICE PRESIDENT

STATE OF NEW YORK)
)
COUNTY OF THE BRONX) SS.

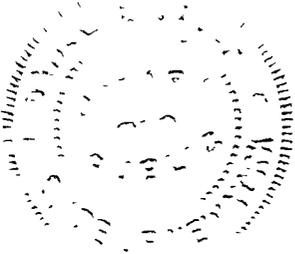
On January 28, 1997 before me, personally appeared Jonathan R. Davis, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

DANELLE GAGER
Notary Public, State of New York
No. 01GA5011697
Qualified in Bronx County
Commission Expires June 15, 1997



Notary Public

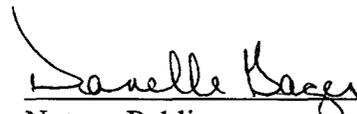


STATE OF NEW YORK)
)
COUNTY OF THE BRONX) SS.

On January 28, 1997 before me, personally appeared Frank McDonald, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

DANELLE GAGER
Notary Public, State of New York
No. 01GA5011697
Qualified in Bronx County
Commission Expires June 15, 1997



Notary Public



SCHEDULE A

(1997-B)

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