

# MINTZ LEVIN

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February 5, 2009

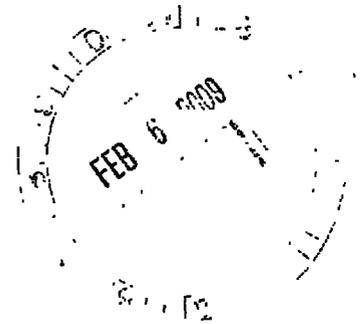
VIA FEDEX

Anne Quinlan, Acting Secretary  
Surface Transportation Board  
395 E Street, SW  
Washington, DC 20423

RECORDATION NO. 20833-F FILED

FEB 05 2009 11-19 AM

SURFACE TRANSPORTATION BOARD



Re: Massachusetts Bay Transportation Authority

Dear Ms. Quinlan:

Enclosed please find a copy of a Lease Agreement (the "Agreement") filed with your office on August 25, 1997. Recordation Nos. 20833, 20833-A, 20833-B, 20833-C and 20833-D. The equipment related to this Agreement has been released. Please arrange to record a release of lien relating to this Agreement. I am enclosing a check in the amount of \$41.00 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

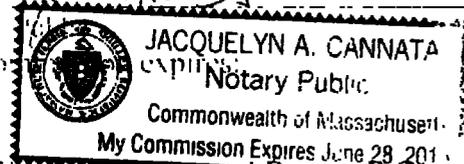
Enclosure

## COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 5th day of February, 2009, before me, the undersigned notary public, personally appeared Colleen A. Murphy, proved 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*



Mintz, Levin, Cohen, Perles, Grossman and Popeo, P.C.

OFFICE OF THE SECRETARY

DATE: August 25, 1997

Robert W. Alvord  
Alvord & Alvord  
918 16TH ST NW Suite 200  
Washington DC 20006-2973

Dear Mr. Alvord.

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301  
and 49 CFR 1177.3 (c), on August 25 1997 at 11:35 AM, and  
assigned recordation number(s). 20833, 20833-A, 20833-B, 20833-C 20833-D.

Sincerely Yours,

*Vernon A. Williams*  
Vernon A. Williams  
Secretary

Enclosure(s)

\$ 120.00 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.  
In the event of an error or any questions concerning this fee, you will receive a notification after  
the Surface Transportation Board has an opportunity to examine your document.

Signature *Almedia M. Stokes*

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RECORDATION NO. 20833 FILED

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

AUG 25 '97 11-35 AM

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

20006-2973  
(202) 393-2266  
FAX (202) 393-2156

OF COUNSEL  
URBAN A. LESTER

20833-A, B, C, D

RECORDATION NO. 20833 FILED

August 25, 1997

AUG 25 '97 11-35 AM

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:

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

Mr. Vernon A. Williams  
August 25, 1997  
Page 2

**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

**LEASE AGREEMENT  
(1997-E-FT)**

AUG 25 '97 11-35 AM

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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RECORDATION NO. 20833-A FILED

LEASE SUPPLEMENT (1997-E-FT) AUG 25 '97 11-35 AM  
Red Line

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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RECORDATION NO. 20833-B FILED

AUG 25 '97

11-35 AM

**SUBLEASE AGREEMENT  
(1997-E-FT)**

dated as of August 22, 1997

between

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

Sublessor,

and

**MASSACHUSETTS BAY TRANSPORTATION AUTHORITY,**

Sublessee.

**FIFTH THIRD LEASING COMPANY**

**Lease and Sublease of Rail Equipment**

This Sublease Agreement is subject to a first priority security interest in favor of AMBAC Investments Inc. (the "Lender") under the Loan and Security Agreement (1997-E-FT) dated as of August 22, 1997 between the Lender and Wilmington Trust Company as Trustee. This Sublease Agreement has been executed in several counterparts. To the extent, if any, that this Sublease Agreement 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 Agreement 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 page following the signature page thereof.

SUBLEASE SUPPLEMENT (1997-E-FT) AUG 25 '97 11-35 AM  
Red Line

THIS SUBLEASE SUPPLEMENT (1997-E-FT) dated August 22, 1997, between WILMINGTON TRUST COMPANY 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 August 22, 1997 (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 car number and Equipment Value) in Exhibit F hereto. Attached as Exhibits A through E hereto is certain other information referenced in the Sublease.

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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AUG 25 '97

11-35 AM

**LOAN AND SECURITY AGREEMENT  
(1997-E-FT)**

dated as of August 22, 1997

between

**WILMINGTON TRUST COMPANY**  
not in its individual capacity  
but solely as the Trustee under  
the Trust Agreement except  
as otherwise set forth herein,

and

**AMBAC INVESTMENTS INC.,**  
as the Lender

**Lease and Sublease of Rail Equipment**

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