

MINTZ LEVIN

MAY 07 '13 -11 30 AM

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SURFACE TRANSPORTATION BOARD

April 25, 2013

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. Trust Indenture and Security Agreement dated as of December 30, 1987;
2. Trust Indenture Supplement No. 1, dated as of December 31, 1987;
3. Lease Agreement dated as of December 30, 1987; and
4. Lease Supplement No. 1, dated as of December 31, 1987

filed with your office on December 31, 1987, Recordation No. 15440, 15440-A, 15441 and 15441-A. 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 \$164.00 to cover the cost for the release.

If you require any additional information, please feel free to contact me.

Very truly yours,

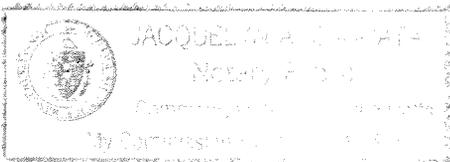
Colleen A. Murphy
Colleen A. Murphy

Enclosure

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 25th day of April, 2013, 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.



Jacquelin A. Garret
Notary Public

My commission expires: 6/25/13

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

MBTA/MBB
MBTA ICC Filing Letter

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY 5440-A
Ten Park Plaza
Boston, MA 02116

8-004A052
JAN 4 1988
20.00
D.C.

JAN 1 1988
December 31, 1987
INTERSTATE COMMERCE COMMISSION
1 5440 DEC 31 1987
JAN 1 1988
MANAGEMENT
ICC
JAN 4 12 23 PM '88
INTERSTATE COMMERCE COMMISSION

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

Dear Secretary:

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

The documents (the "Documents") are:

- (a) Lease Agreement, dated as of December 30, 1987, a Primary document; and
- (b) Lease Supplement No. 1, dated as of December 31, 1987, a Secondary document.

The Primary document to which this filing is related is the Lease Agreement referred to above, for which no recordation number has yet been issued.

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

Lessee:

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

Lessor:

Security Pacific Equipment Leasing, Inc.
Four Embarcadero Center
Suite 1200
San Francisco, CA 94111
Attention: Manager, Operations Department-LEV

JAN 4 1988

MAIL
MANAGEMENT
LCCLEASE SUPPLEMENT NO. 1
INTERSTATE COMMERCE COMMISSION

This Lease Supplement No. 1 is dated December 31, 1987, and is between Security Pacific Equipment Leasing, Inc., a Delaware corporation (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 December 30, 1987 (the "Lease Agreement" and defined terms therein being hereinafter used with the same meanings).

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 Interim Rent for such items of Equipment for the Interim Term and 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 \$31,297,000.

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 Interim Term for such items of Equipment shall commence on the Delivery Date thereof and shall terminate on January 29, 1988 and the Basic Term for such items of Equipment shall commence on January 30, 1988 and shall terminate on January 29, 2013.

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.