

COPY OF B&M DEED #12461-B
(no plans for
electrical &
water systems)

Robert W. Meserve and Benjamin H. Lacy,
Trustees of the Property of
Boston and Maine Corporation, Debtor
(See In the Matter of Boston and Maine Corporation, Debtor,
United States District Court for the
District of Massachusetts,
Docket No. 70-250-M)

and

Massachusetts Bay Transportation Authority

December 24, 1976

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KNOW ALL MEN BY THESE PRESENTS

This Indenture, dated this 24th day of December, 1976, by and between ROBERT W. MESERVE and BENJAMIN H. LACY, as they are Trustees of the Property of Boston and Maine Corporation, Debtor, and not individually, (see In the Matter of Boston and Maine Corporation, Debtor, United States District Court for the District of Massachusetts, Docket No. 70-250-M) with offices at 150 Causeway Street, Boston, Suffolk County, Massachusetts, 02114, hereinafter called the "Trustees", (which expression shall include their successors and assigns where the context so requires or admits) and the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, established under the provisions of Massachusetts General Laws, Chapter 161A, as amended, and having an usual place of business at 45 High Street in Boston, Suffolk County, Massachusetts, 02110, hereinafter called the "Authority", (which expression shall include its successors and assigns where the context so requires or admits).

WITNESSETH that the Trustees, in consideration of Thirty Six Million Five Hundred Forty Nine Thousand and no/100 Dollars (\$36,549,000.00), paid to them by the Authority, receipt whereof is hereby acknowledged, the said Trustees hereby grant to the Authority all of the said Trustees' right, title and interest (sufficient to permit the Authority to operate a passenger and freight rail service over the rail line rights of way and the Boston Engine Terminal Area, as hereinafter described), in and to the Trustees Railroad rights of way and other lands thereon



and including all track, signals, bridges, buildings, shops, towers and other improvements affixed thereto, and all rights and easements appurtenant thereto, all of the aforesaid property hereby conveyed is described in the plans entitled: LAND IN MASSACHUSETTS Robert W. Meserve and Benjamin H. Lacy, Trustees of the Property of Boston and Maine Corporation to the Massachusetts Bay Transportation Authority Scale: 1" = 100' Date: Dec. 1, 1975", Sheets 1 through 309, and noted as follows:

ESSEX COUNTY - NORTH - Recorded December 10, 1976, 16 sheets as Plan 7531 of 1976

VS 7.4

Maps SL1(r), 2, SL3, 4

VS 2

Maps 16, 17, 18, 19, 20(R), 21, 22(R), SL23, SL24, 25, 26, 27

ESSEX COUNTY - SOUTH - Recorded December 10, 1976, 87 sheets in Plan Book 141, Plan 20

VS 2

Maps 28, 29, 30, SL31, 32, 33, 34

VS 3

Maps 6, 7, SL8, SL9(R), SL10(R), SL11, 12, 13, 14(R), SL15, SL16(R), SL17, 18, 19, 20, 21(R), 22, 23, 24, 25, SL26, 27, 28, 29, 30, 31, 32, 33, 34, SL35(R), 36, 37, 38, 39

VS 7.3

Maps 3, 4, 5, 6, 7, 8, 9, 10(R), 11, 12, 13, 14, 15

VS 7.12

Maps SL1, SL2, 3, 4, 5, 6

VS 7.13

Maps 1(R), 2, 3, 4, 5, 6, 7(R), 8, 9, 10, 11, 12, 13, 14, 15, 16, 17

VS 13.7

Maps 4, 5, 6, 7, 8

VS 7.7

Maps 6, 7, 8(R), 9, 10

MIDDLESEX COUNTY - NORTH - Recorded December 6, 1976, 33 sheets in Book 123, Pages 74 through 106.

VS 2

Maps 15, 16

VS 13.1

Maps 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, SL23, SL24

VS 13.3
Maps 6, 7, 8

VS 13.6
Maps 1, 2, 3, 4

VS 15
Maps SL1, 2(R), 3, 4, 5, 6, 7, 8, 9

VS 7.18
Maps SL1

MIDDLESEX COUNTY - SOUTH - Recorded December 3, 1976,
141 sheets in Book 442, Sections A, B & C. (50 sheets
to a section.)

VS 1
Maps SL1, SL2, SL3a, SL5

VS 3
Maps SL1, SL2

VS 12
Maps SL1, SL2, SL2a, SL3

VS 35
Maps SL2, SL3

VS 5
Maps 1, A-1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13,
14, 15, 16, 17, 18, 19, 20, 21, 22, 23, SL24,
25, 26

VS 13.1
Maps SL1, 2, 3(R), 4, 5, 6(R), 7, 8, 9(R), 10, 11

VS 13.2
Maps 1, 2(R), 3, 3a, 4(R), 5, 6(R), 7, 8, SL9, 10,
11, 12, 13

VS 36.3
Maps 1, 2, 3, 8, 9(R), 10, 11, 12, 13

VS 13.4
Maps SL1, SL2(R)

VS 13.5
Maps 1, 2, SL3

VS 7.7
Maps SL1, 2(R), 3(R), 4 5

VS 7.3
Maps 1 & A1(R), 2, 3

VS 36.1
Maps SL1,
11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22,
23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34,
35, 36, 37, 38, 39, 40

VS 36.4
Maps 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

SUFFOLK COUNTY - Recorded December 2, 1976 - 17 sheets in
Book 8913 - End.

VS 1
Maps SL1, SL2, SL2a, SL3a

VS 3
Maps SL2, SL3, SL4(R), 5, 6

- VS 7.7
Maps 5, 6
- VS 7.8
Maps 1, 2
- VS 12
Maps SL1, SL2a
- VS 35
Maps SL1, SL2

WORCESTER COUNTY - NORTH - Recorded December 6, 1976,
10 sheets in Plan Book 212, Plans 4 - 8.

- VS 36.1
Maps 40, 41, 42, 43, 44, 45, 46, SL47, 48, SL49

WORCESTER COUNTY - SOUTH - Recorded December 6, 1976,
5 sheets in Plan Book 432, Plan 57 (Sheets 1 - 5).

- VS 5
Maps 26, 27, 28, 29, 30

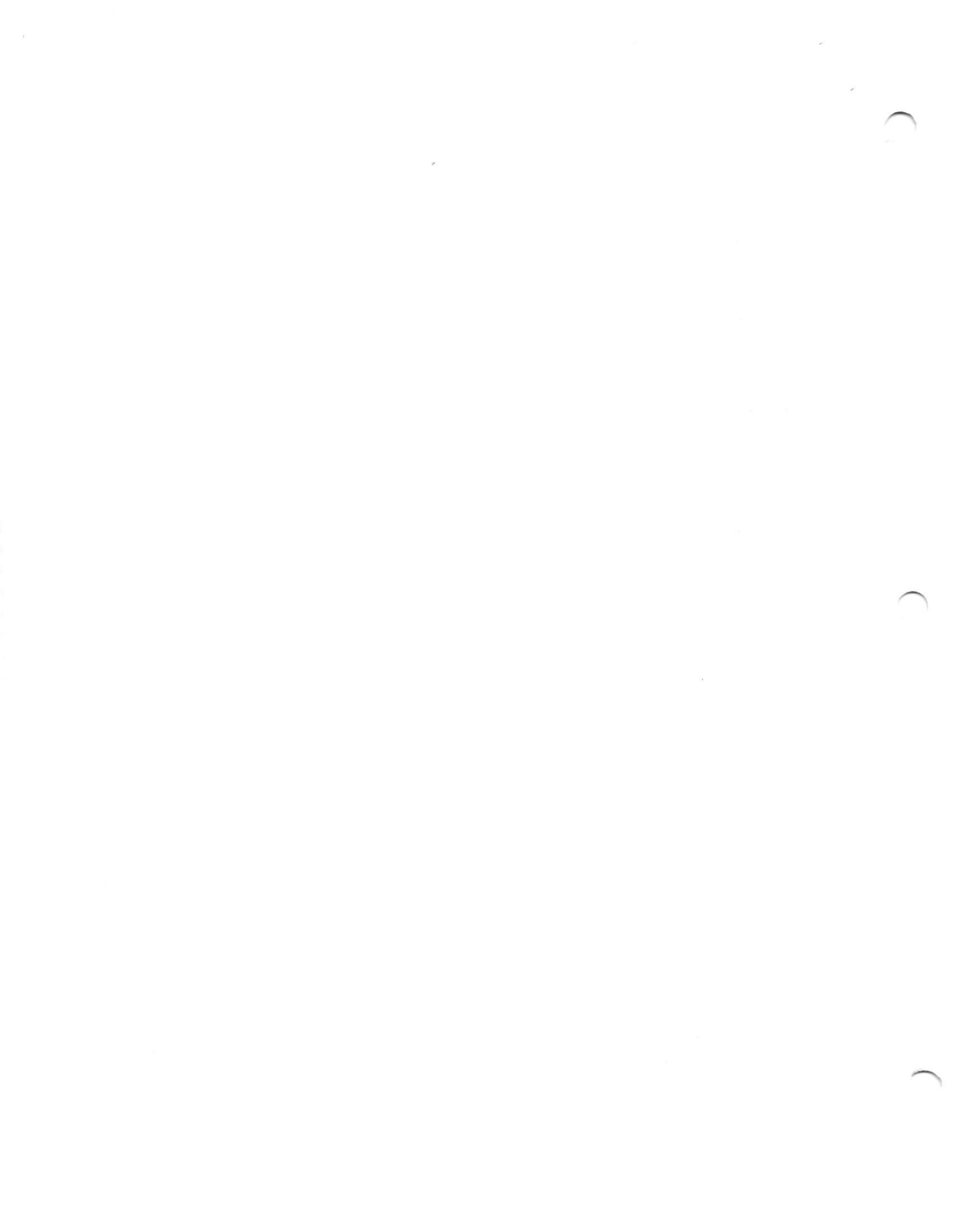
but excepting therefrom the following five (5) bridges which are identified by B&M Bridge Number and situated in the location listed and shown on the following plans:

1. B&M Bridge #3.43, located in Cambridge, Middlesex County, and shown on plan marked: "Plan of Land In Cambridge, Mass. Showing Bridge and Easement Granted to the Commonwealth of Mass. (D.P.W.) By Robert W. Meserve and Benjamin H. Lacy, As Trustees of the Property of Boston and Maine Corporation, Debtor Scale: 40' to the inch January 31, 1975 Office of the Vice Pres-Engineering Billerica, Mass.
2. B&M Bridge #4.15, located in Medford, Middlesex County, and shown on plan marked: "Plan of Land In Medford, Mass. Showing Bridge and Easement Granted to the Commonwealth of Mass. (D.P.W.) By Robert W. Meserve and Benjamin H. Lacy, as Trustees of the Property of Boston and Maine Corporation, Debtor Scale: 40' to the inch January 31, 1975 Office of the Vice Pres-Engineering Billerica, Mass.
3. B&M Bridge #7.39, located in Belmont, Middlesex County, and shown on plan marked: "Plan of Land In Belmont, Mass. Showing Bridge and Easement Granted to the Commonwealth of Mass. (D.P.W.) by Robert W. Meserve and Benjamin H. Lacy, as Trustees of the Property of Boston and Maine Corporation, Debtor Scale: 40' to the inch January 31, 1975 Office of the Vice Pres-Engineering Billerica, Mass.

*See Map
12460-J-4*

*See Map
12460-K-4*

*See Map
12460-L-4*



4. B&M Bridge #9.17, located in Waltham, Middlesex County, and shown on plan marked: "Plan of Land In Waltham, Mass. Showing Bridge and Easement Granted to the Commonwealth of Mass. (D.P.W.) by Robert W. Meserve and Benjamin H. Lacy, as Trustees of the Property of Boston and Maine Corporation, Debtor Scale: 40' to the inch January 31, 1975 Office of the Vice Pres-Engineering Billerica, Mass.

See Good
#12460-N-4

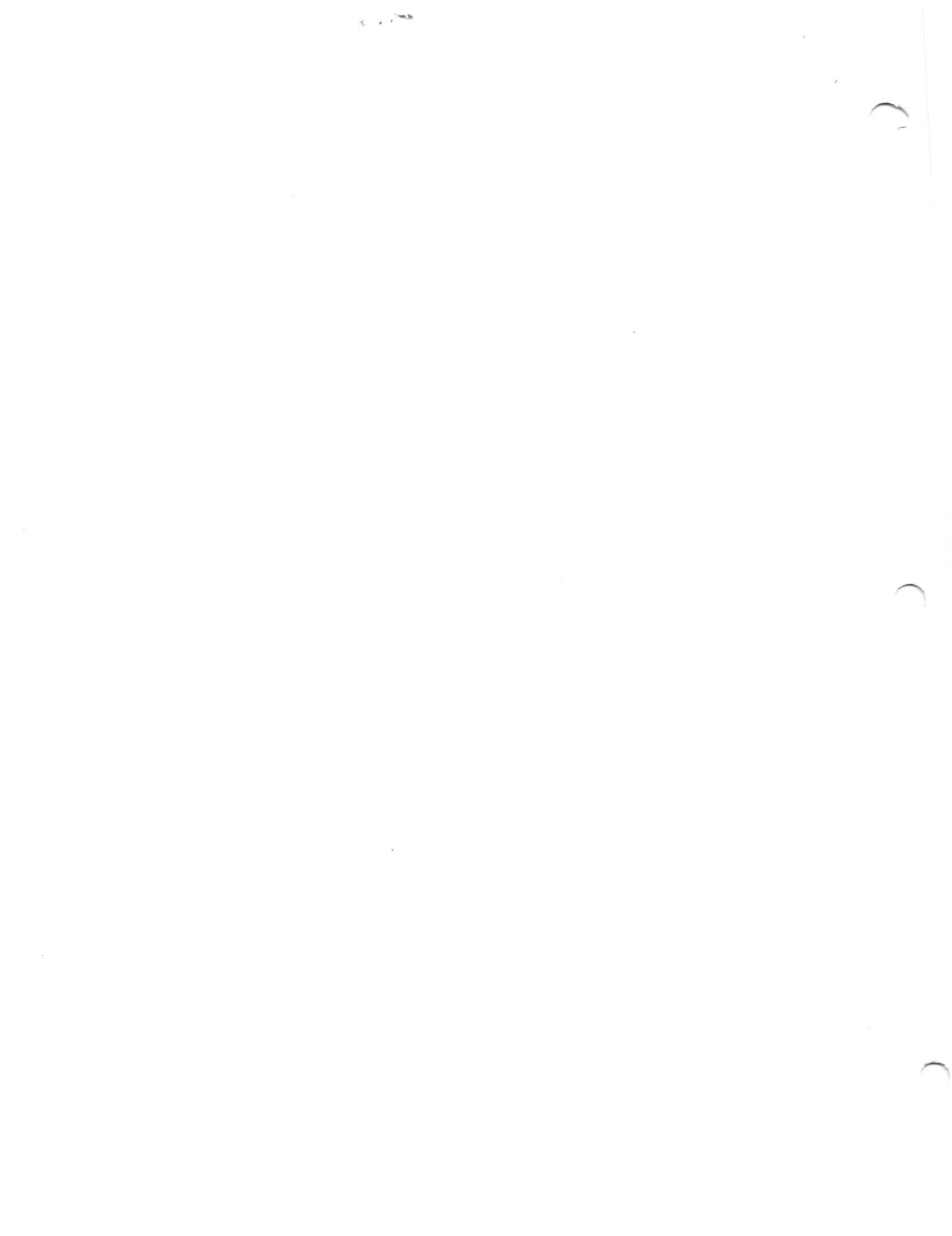
5. B&M Bridge #25.19, located in Lowell, Middlesex County, and shown on plan marked: "Plan of Land In Lowell, Mass. Showing Bridge and Easement Granted to the Commonwealth of Mass. (D.P.W.) by Robert W. Meserve and Benjamin H. Lacy, as Trustees of the Property of Boston and Maine Corporation, Debtor Scale: 40' to the inch January 31, 1975 Office of the Vice Pres-Engineering Billerica, Mass.

See Good
#12460-N-4

to be recorded herewith and shown on Exhibit A(1 - 5) annexed hereto; said Grantors hereby reserve the right to convey said excluded bridges together with an easement for their location, maintenance and repair, as shown on said plans, to the Commonwealth of Massachusetts, Department of Public Works, on or before December 31, 1981.

RESERVED FREIGHT EASEMENT

The Trustees hereby reserve unto themselves, their successors and assigns, the right and easement as are appropriate and necessary to the continuance of the Trustees' freight transportation business at present and reasonably foreseeable levels of traffic volume and activity and in the general manner in which it is now conducted; said reserved right and easement shall include reasonable access over the conveyed Real Estate to the easement areas without undue interference from the activities of the Authority. Concurrently, it is the general intention of the parties to this Instrument that the Authority, as the result of this conveyance, will own said Real Estate and, as owner, will have the right, subject to this reservation for freight purposes, to use, maintain and alter said properties as it sees fit and will have the right to schedule passenger trains with priority over the



Trustees' freight trains, provided said freight trains will move without undue interruption to freight service by the Authority and, further, the said Authority will exercise control over the use, condition, maintenance and operation of said property.

The reserved freight easement, hereinabove referred to, shall also include the use of facilities in order to continue Trustees' freight service as set forth below:

(A) NON-LINE AREAS AND FACILITIES

1. Outside of the Boston Engine Terminal Area.

Outside of the Boston Engine Terminal Area, which Area is shown on plan entitled: "Boston and Maine Corporation Robert W. Meserve and Benjamin H. Lacy, Trustees Scale: 1" = 200' Date: December 1, 1975", said plan being marked Exhibit "B", attached hereto and made a part hereof, the Trustees shall retain the right and easement to continue to use, and use in the future, all those areas of land and buildings, and all of that equipment, excluding passenger rolling stock, and all of the facilities other than lines of railroad including, but not limited to yards, freight buildings, public delivery facilities, buildings now located in the Town of Billerica, all shops and all servicing facilities situated outside of said Boston Engine Terminal area.

(a) Provided, however, the Authority shall have the right to make such use as it may desire of said Non-Line Areas to the extent that such use by the Authority does not materially interfere with the

then current or then reasonably foreseeable use of such Non-Line Areas and Facilities by the Trustees in conducting railroad freight operations; provided, further, that in the event such use by the Authority materially interferes with the Trustees' use of such Non-Line Areas or Facilities, then the Trustees shall be provided equivalent, substitute areas or facilities for use by the Trustees, but without interruption of the Trustees' use of such Non-Line Areas or Facilities and at no cost to said Trustees.

(b) Provided, further, that during such time as the Non-Line Areas or Facilities are used exclusively by the Trustees, said Trustees shall, at their own expense, maintain and keep such non-line areas and facilities in as good order and repair as they are at the time of execution of this instrument, reasonable wear and tear excepted. Provided, further, at such time as such non-line areas and facilities shall be used by the Authority in conjunction with Trustees, the expenses relating to the non-line areas and facilities shall be borne jointly in accordance with their use as determined initially by that Agreement entitled: "OPERATING AGREEMENT" by and between the Trustees and the Authority, dated March 18, 1976, which OPERATING AGREEMENT is attached hereto and made a part hereof, and marked Exhibit "C", or as the same may be amended or extended, and thereafter by any written Agreement which shall be entered into between the Trustees and the Authority.

(c) Provided, further, the Trustees' right to continue to use, or to use in the future, "Non-Line Areas or Facilities" and the Trustees' obligation to maintain same, which obligation shall cease in the event that any of the following contingencies occur:

- (I) A voluntary surrender of such use of "Non-Line Areas or Facilities" by the Trustees as evidenced by notice to that effect given to the Authority, or
- (II) In the event the Authority shall
 - (i) have a bona fide use for such "Non-Line Areas or Facilities" in connection with its rail or transit commuter service, or
 - (ii) have a bona fide specific intention to sell or lease such "Non-Line Areas or Facilities", or
 - (iii) have a bona fide specific intention to make improvements or repairs to such "Non-Line Areas or Facilities", which repairs the Trustees have, in writing, declined to make or which the Trustees fail to make after reasonable opportunity and after receipt of notice concerning said improvements or repairs, provided that the Trustees are not then using, nor have any then reasonably foreseeable need to use, such "Non-Line Areas or Facilities".

In the event the Trustees do cease to use and maintain, as provided above, said Authority shall be entitled to a release of such rights, executed in recordable form, but said release shall be recorded only in the event of the conveyance or long-term lease of the "Non-Line Areas or Facilities" involved.

In the event such conveyance or long-term lease does not occur, as intended by the Authority, or such improvement or repair is not accomplished within six (6) months after the Authority's notice of its intention to make such improvement or repair has been given to the Trustees, then the release shall be returned to the Trustees and the Trustees' rights shall return to the status quo prior to notice of the Authority's intention.

(d) Trustees' right to continue to use machinery which is included in the "Non-Line Areas and Facilities" shall not include the right to move said machinery without prior approval of the Authority; provided, further, right to continue to use said machinery shall impose no obligation upon either the Authority or the Trustees to maintain, repair or replace said machinery.

2. Non-Line Facilities Within the Boston Engine Terminal Area.

Except as hereinafter provided, the right of the Authority to use and control "Non-Line Areas and Facilities" within the said Boston Engine Terminal Area shall be exclusive and the right of the Trustees to continue to use "Non-Line Areas and Facilities" shall not extend to or include those lands, tracks, buildings and facilities situated within the Boston Engine Terminal Area, except in the following instances:

(a) The Trustees shall have the continuing right to use, in conjunction with the Authority, both through line and any necessary tracks which provide any access thereto within the Boston Engine Terminal Area, which through line tracks and access tracks are necessary to service facilities.

(b) The Trustees shall have the right to use, in conjunction with the Authority, sanding, fueling and minor locomotive repair facilities, as they currently exist or may be suitably replaced or altered, within the Boston Engine Terminal Area.

(c) Trustees shall have the right to use, in conjunction with the Authority, the existing diesel house, storage facilities, wheel truing machine, drop pit, and associated facilities in the "Track 40 Area", all of which are included in the area of Joint Use within the Boston Engine Terminal Area, as defined in Exhibit "B", together with space for a wrecker and snow plow, and the freight car repair facilities adjacent to said diesel house.

The Trustees' right to continue to use the existing diesel house, storage facilities, wheel truing machine, drop pit and associated facilities, as well as space for wrecker and snow plow and space adjacent to diesel house shall terminate upon the expiration of one year after receipt of written notice of such termination by the Authority; provided, however, that no such notice of termination shall be effective if it is given to the Trustees prior to the expiration



of two (2) years from the date hereof; provided, further, no such termination by the Authority shall give the Trustees any right to either substitute facilities or to economic damages.

(d) The Trustees shall pay to the Authority for such use as they may make of the facilities described in sub-paragraph (b) and (c) above, a sum equal to their share of the maintenance costs of such facilities as each party's use of such facilities relates to the total use of such facilities by the Trustees and the Authority.

(B) PERIMETER LINES

The Trustees shall have the continuing right and easement to use, in the conduct of their freight services, the following lines hereinafter referred to as "perimeter lines", which termination shall include related trackage, freight service buildings and signal facilities. Perimeter Lines are as follows:

WEST ROUTE MAIN LINE

NEW HAMPSHIRE/MASSACHUSETTS BORDER

(Val. Sec. 2, Map 34, Sta. 1921+14.73)

TO LOWELL JUNCTION, MASSACHUSETTS

(Val. Sec. 2, Map 17, Sta. 1037+00)

NEW HAMPSHIRE MAIN LINE

BLEACHERY, MASSACHUSETTS

(Val. Sec. 13.1, Map 23, Sta. 1299+00)

TO NEW HAMPSHIRE/MASSACHUSETTS BORDER

(Val. Sec. 15, Map 9, Sta. 1818+41.0)

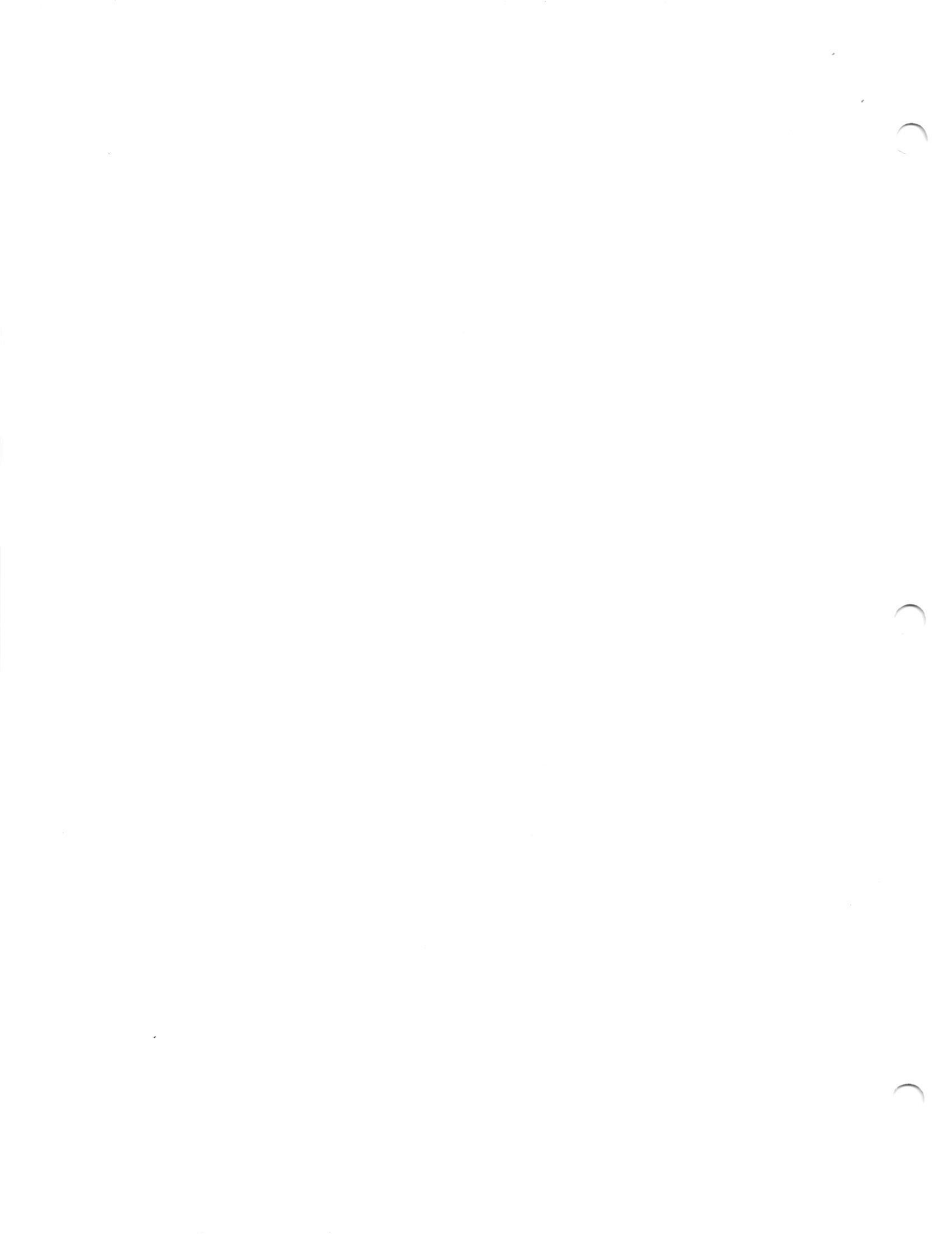
FITCHBURG ROUTE MAIN LINE

WILLOWS (AYER), MASSACHUSETTS

(Val. Sec. 36.1, Map 33, Sta. 1778+38.2)

TO FITCHBURG, MASSACHUSETTS

(Val. Sec. 36.1, Map 49, Sta. 2619+12.44)



Provided further, the Trustees' right and easement to continue to use the perimeter lines shall last as long as Trustees have either current use, or any then reasonably foreseeable use, for the perimeter lines and the Authority shall not have the right to terminate the Trustees' use therein either by providing substitute facilities or the payment of economic damages or for any other reason.

Provided, further, that when the Trustees have no current, nor then reasonably foreseeable use, the said Trustees shall execute a release of their rights in said perimeter lines, which release shall run to the Authority. In the event that the Trustees and the Authority disagree as to what constitutes foreseeable use, as set forth aforesaid, then such dispute shall be resolved in accordance with the Section of this Instrument entitled: "Arbitration".

Provided, further, that, since there is no rail passenger service conducted on the perimeter lines, with the exception of the New Hampshire Main Line between Lowell and Bleachery, Massachusetts, and, as long as the Authority does not conduct passenger rail service on or over a perimeter line, then all aspects of operation, maintenance and repair of said perimeter lines shall be in the exclusive control and at the expense of the Trustees.

Provided, further, the Authority shall have the right to use said perimeter lines at any time, but upon the terms and conditions as set forth under the clause entitled: "Jointly Used Lines" hereinafter set forth, provided that such use by the Authority shall not interfere with the ability of freight trains operated by the Trustees to enter, pass through or work upon said perimeter lines without material delay.

(C) OTHER LINES

All of the rail lines contained in the above described parcels, other than those described as "Perimeter Lines", shall be hereinafter referred to as "Other Lines." This term shall include all related trackage, freight service buildings and signal facilities, and the Trustees hereby reserve the continuing right and easement to use the "Other Lines" in the conduct of their freight service, subject, however, to the following provisions:

1. The following lines, comprising a portion of "Other Lines" shall be used exclusively by the Trustees and which "Other Lines" the Trustees specifically reserve unto themselves the right and easement to use in the conduct of their railroad freight service:

EASTERN ROUTE MAIN LINE
IPSWICH TO STATE LINE

SAUGUS BRANCH
EVERETT JCT. TO WEST LYNN

EAST BOSTON BRANCH
REVERE TO EAST BOSTON

SALEM AND DANVERS BRANCH
SALEM TO DANVERS
WEST PEABODY TO SO. MIDDLETON

WESTERN ROUTE MAIN LINE
WILMINGTON JCT. TO LOWELL JCT.

NEWBURYPORT BRANCH
WAKEFIELD JCT. TO TOPSFIELD

M AND L BRANCH
LAWRENCE TO STATE LINE

STONEHAM BRANCH
MONTVALE TO STONEHAM

BILLERICA BRANCH
NO. BILLERICA TO BILLERICA

(C) OTHER LINES

All of the rail lines contained in the above described parcels, other than those described as "Perimeter Lines", shall be hereinafter referred to as "Other Lines." This term shall include all related trackage, freight service buildings and signal facilities, and the Trustees hereby reserve the continuing right and easement to use the "Other Lines" in the conduct of their freight service, subject, however, to the following provisions:

1. The following lines, comprising a portion of "Other Lines" shall be used exclusively by the Trustees and which "Other Lines" the Trustees specifically reserve unto themselves the right and easement to use in the conduct of their railroad freight service:

EASTERN ROUTE MAIN LINE
IPSWICH TO STATE LINE

SAUGUS BRANCH
EVERETT JCT. TO WEST LYNN

EAST BOSTON BRANCH
REVERE TO EAST BOSTON

SALEM AND DANVERS BRANCH
SALEM TO DANVERS
WEST PEABODY TO SO. MIDDLETON

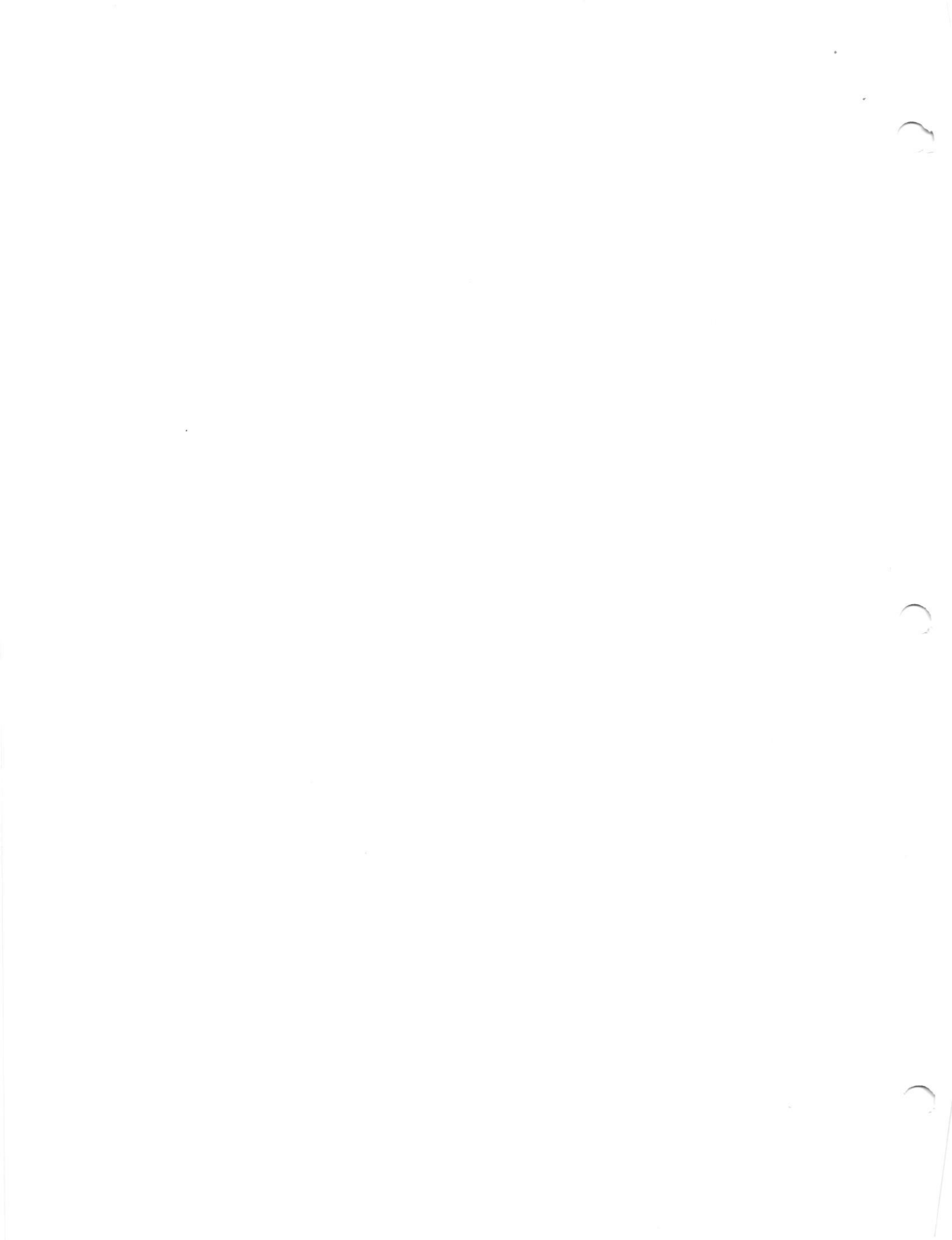
WESTERN ROUTE MAIN LINE
WILMINGTON JCT. TO LOWELL JCT.

NEWBURYPORT BRANCH
WAKEFIELD JCT. TO TOPSFIELD

M AND L BRANCH
LAWRENCE TO STATE LINE

STONEHAM BRANCH
MONTVALE TO STONEHAM

BILLERICA BRANCH
NO. BILLERICA TO BILLERICA



FITCHBURG ROUTE MAIN LINE
SOUTH ACTON TO WILLOWS (AYER)

FREIGHT CUT OFF
SOMERVILLE JCT. TO HILL CROSSING

CENTRAL MASS. BRANCH
CLEMATIS BROOK TO MARLBORO

BERLIN BRANCH
GLEASON JCT. TO BERLIN

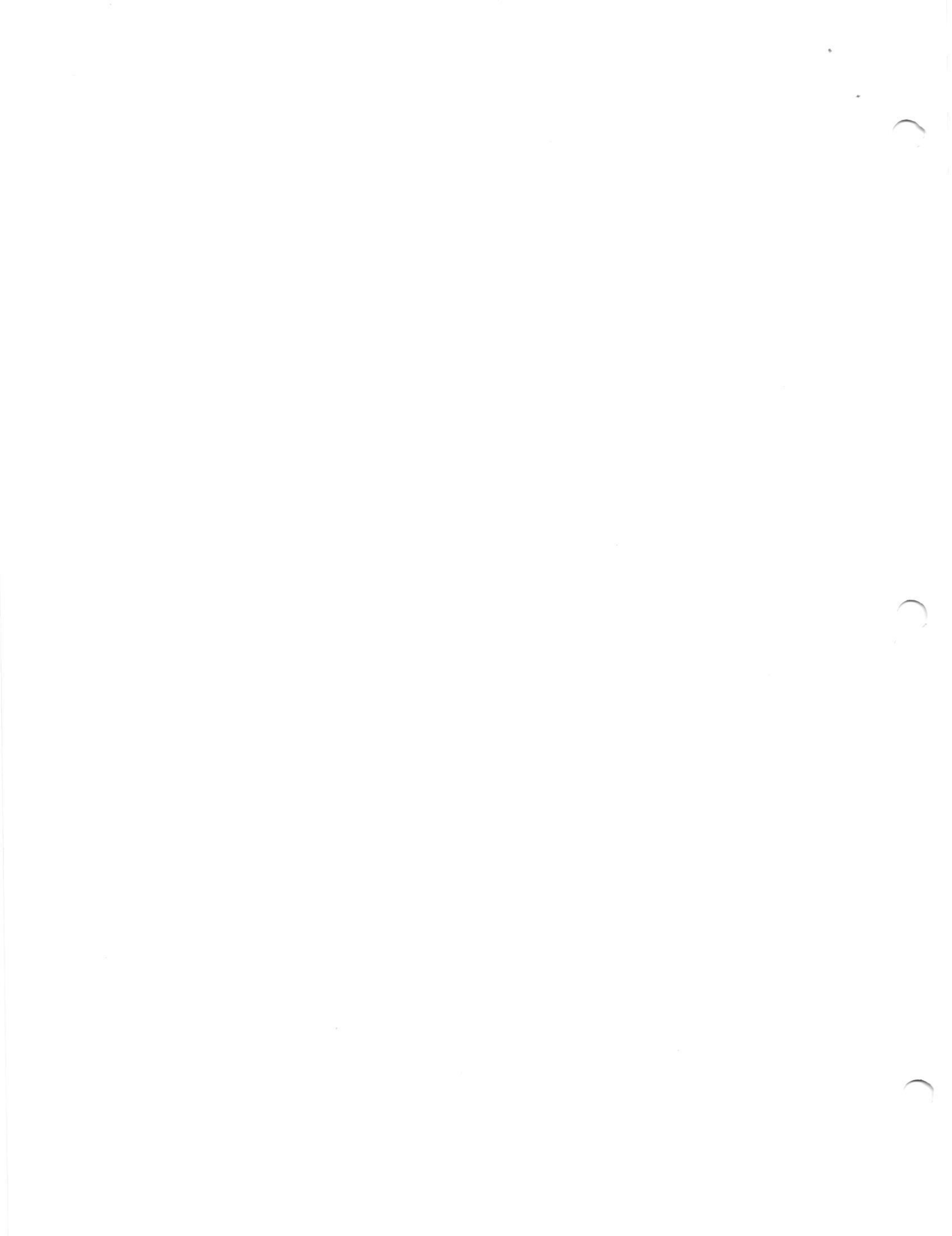
MAYNARD BRANCH
SOUTH ACTON TO MAYNARD

GREENVILLE BRANCH
AYER TO STATE LINE

WILMINGTON JUNCTION BRANCH
WILMINGTON TO WILMINGTON JUNCTION

These lines shall be referred to as "Freight Only Lines" unless said lines are converted to "Jointly Used Lines" by the Authority under its reserved right to determine from time to time, which of the line or lines used only for railroad freight purposes shall thenceforth, and until further notice from the Authority to the Trustees, be used for railroad freight purposes jointly with the railroad or transit passenger service of the Authority, as if said lines had been originally described and categorized as "Jointly Used Lines". This right of the Authority shall, in each instance, be exercised only upon at least thirty (30) days prior written notice, in writing, given by the Authority to the Trustees.

2. The following rail lines included in the Real Estate shall be used jointly for both railroad freight service conducted by the Trustees and railroad or transit passenger services conducted by the Authority or on the Authority's behalf:



EASTERN ROUTE MAIN LINE
BOSTON TO IPSWICH

GLOUCESTER BRANCH
BEVERLY JCT. TO ROCKPORT

NEW HAMPSHIRE ROUTE MAIN LINE
BOSTON TO LOWELL

WOBURN BRANCH
WINCHESTER TO WOBURN

FITCHBURG ROUTE MAIN LINE
BOSTON TO SO. ACTON

LEXINGTON BRANCH
W. CAMBRIDGE TO BEDFORD

(D) CONTROL AND MAINTENANCE OF ON-LINE EASEMENT PROPERTIES

1. Freight Only Lines

Trustees shall have sole operating and maintenance control over all "Freight Only" rights of way and related on-line facilities, including but not limited to tracks, track materials, appurtenances, buildings, structures and railroad equipment as long, in each instance, as such rights of way are not being used in Authority's passenger operations. The Trustees will, at their cost and expense, maintain the same in proper and safe condition for the freight use to which they are put, in each instance, and repair, replace and renew the same when and as it appears to be reasonably necessary and desirable to do so.

2. Jointly Used Lines

(a) Control.

Authority shall have the control over the use, scheduling of passenger trains and operation of "Jointly Used Lines" but may, from time to time, under agreement with the Trustees delegate the actual day to day operating control, dispatching and scheduling to Sellers. In the exercise of its control over

the Jointly Used Lines, Authority will make all reasonable efforts to expedite the movement of freight trains, including expediting repairs to lines and the removal of obstructions and scheduling regular maintenance and repair programs at hours which will not unreasonably interfere with such movement.

(b) Maintenance of Jointly Used Lines.

The party to whose standards a given line is being maintained, as hereinbelow provided, shall herein be referred to as the "Maintaining Party". The Authority shall be considered to be the "Maintaining Party" of any Jointly Used Line being maintained to Authority's standards notwithstanding the fact that actual maintenance may be performed by Trustees under contract with Authority.

The "Maintaining Party" shall perform the maintenance work necessary or desirable to maintain the Jointly Used Lines and related on-line facilities in a proper and safe condition and repair, replace and renew the same when and as it appears necessary and desirable to do so in order to maintain them in a proper and safe condition in accordance with applicable Federal and state standards and regulations. Such maintenance shall be in compliance with standards to be set from time to time by the Authority as evidenced by a written notice given by the Authority to the Trustees setting forth objective criteria including the applicable F.R.A. standard, except that if the Trustees desire to maintain a Jointly Used Line and related on-line facilities in compliance with standards that are higher than those so set by the Authority, they may do so upon giving similar written notice to the Authority and thereafter, until the giving of further

notice which may be given by either party reestablishing the Authority's standard as the governing standard of maintenance, such line and related on-line facilities shall be maintained to Trustees' standards. From the date hereof, and until further notice, the following lines shall be maintained to the Authority's standards: Eastern Route Main Line, Boston to Ipswich; Gloucester Branch, Beverly Junction to Rockport; New Hampshire Route Main Line, Boston to Lowell; Woburn Branch, Winchester to Woburn; Fitchburg Route Main Line, Boston to South Acton.

(c) Cost of Maintenance of Jointly Used Lines.

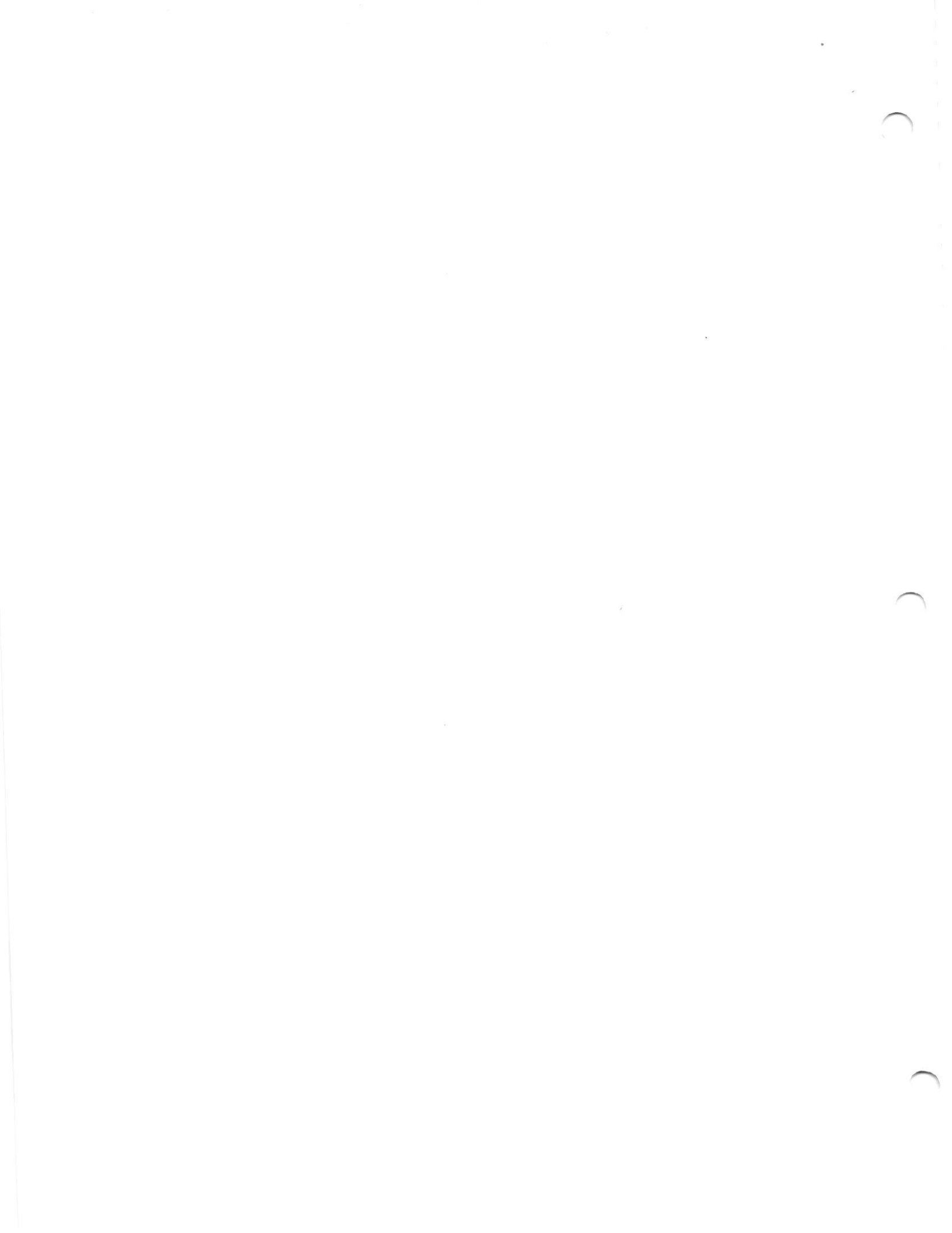
All maintenance costs and expenses relating to the Jointly Used Lines shall be borne in the first instance by the "Maintaining Party". The other party, hereinafter referred to as the "Contributing Party", shall pay to the Maintaining Party an amount determined according to the formula contained in subparagraph (d) below toward the maintenance costs and expenses borne by the Maintaining Party during such calendar year. Such payments shall be made, on account, quarterly, according to reasonable estimates and there shall be an adjustment annually, within 90 days following the close of each year.

The Maintaining Party shall expend, in each calendar year subsequent to the year 1976, in connection with the maintenance of all Jointly Used Lines, not less than the amount of the Contributing Party's contribution to the maintenance costs and expenses relating to Jointly Used Lines for the prior year.

(d) Calculation of Contribution to Maintenance Costs.

(i) Signals and Crossing Protection Devices.

To calculate the Contributing Party's obligation to contribute toward the costs of installing, maintaining,



repairing and operating signals and grade crossing protection devices on Jointly Used Lines, the Trustees' average systemwide signalling and grade crossing protection cost per train mile on signalled Main Track Lines which are under the operating and maintenance control of the Trustees will be calculated for each calendar year, using relevant ICC Accounts, as shown on Exhibit D annexed hereto. The average cost per train mile thus obtained shall be multiplied by the number of train miles run by or for the account of the contributing party in such year over Jointly Used Lines.

(ii) Other Line Maintenance Expenses.

For all other line maintenance expenses (including, without limitation, the costs of installing, repairing and maintaining tracks, ties, ballast, embankments, abutments, bridges and other right-of-way structures) on Jointly Used Lines, the Trustees' average system-wide cost per gross ton mile on all Main Track lines which are under the operating and maintenance control of the Trustees will be calculated for each calendar year using relevant ICC Accounts maintained in accordance with the procedures existing at the date of this instrument, as shown on Exhibit E annexed hereto, and the share of such costs incurred with respect to Jointly Used Lines which shall be payable by the Contributing Party will be equal to the number of gross ton miles run by or for the account of such party in that year over such Jointly Used Lines multiplied by such average cost per gross ton mile.



(E) OTHER PROVISIONS RELATING TO FREIGHT EASEMENT.

1. Rights of Parties to Make Alterations

In the event that the Authority shall alter or increase (which terms shall not include termination or diminution of passenger service) its use of Freight Only Lines, Jointly Used Lines or Perimeter Lines and related facilities, to the extent that, or in such a manner that, Authority's use unduly interferes with the ability of the Trustees to provide freight service at present or reasonably foreseeable levels of volume and activity as presently conducted, Authority shall provide substitute or additional facilities (on the same right of way in the case of Perimeter Lines) adequate to permit such freight service or, with respect to lines other than Perimeter Lines, pay damages as appropriate under the circumstances. In implementation and not in limitation of the foregoing sentence, it is further agreed that:

(a) The Authority shall, at all times, make available to the Trustees rail access to all of their present freight service locations, so long as, in each instance, there are shippers or receivers actively using, or reasonably in prospect to use, such locations.

(b) Authority shall not move any of Trustees' public delivery tracks unless it moves them (in compliance with all applicable laws and regulations) to new locations nearby their present locations, with substantially equivalent work space and highway access, at no cost to Trustees. Any such new location shall be suitably connected with either the same line as the original connection or a line approved by the Trustees, whose approval shall not be unreasonably withheld.

(c) The Trustees, at their expense, may install switches and sidings including any associated signalling to serve new locations. Such expense may include grade separation from rapid transit lines, if such separation is deemed necessary by the Authority. All such installations shall be subject to the approval of the Authority, whose approval shall not be unreasonably withheld.

(d) In the event of an alteration in the existing trackage or yard facilities desired or required by Authority, Authority will provide, at no cost to Trustees, such substitute trackage or yard facilities as may be necessary to move freight trains between points now served by Trustees on alignments capable of elapsed times no greater than the average time in which Sellers can, as of the date hereof, move freight trains between such points at speeds authorized, as of the date hereof, using equivalent motive power. In the event that operations of the Authority require signalling on certain trackage or in certain yards more extensive than that presently existing, Authority shall equip such trackage, yard facilities and necessary freight rolling stock with all reasonably necessary signalling devices.

(e) Authority shall provide and maintain clearance and load carrying capacity on each Jointly Used Line or Perimeter Line under the control of the Authority at least equal to the physical minimum existing thereon as of the date of this Agreement. In the event of any new construction performed or permitted by the Authority, there will be erected no structure nor will any invasion of the air space over such line be permitted which will in any way obstruct the operation of trains thereon with equipment or cargoes extending to a height above the top of the

rail up to the minimum clearance on such line existing on the date of this Agreement; nor will Authority erect or permit to be erected any obstruction within 8 feet 6 inches of the centerline of straight track or within 8 feet 6 inches plus 1 inch for each degree of curvature of curved track. The Authority shall not install any new track nor relocate any existing track less than 13 feet (not less than 14 feet wherever reasonably feasible) centerline to centerline from any other track if either track is being used by the Trustees in their freight service. Where existing track is being reconstructed or former trackage is being reinstalled, Authority shall have the option of reconstructing or reinstalling such track to clearances and alignments no more restrictive than those existing as of March 18, 1976. For the purposes hereof the minimum clearance on any line other than a Perimeter Line existing as of March 18, 1976 shall be the actual minimum clearance, or 22 feet above the top of the rail, whichever is less, and on a Perimeter Line shall be 22 feet above the rail.

(f) Trustees may, at their own expense, alter or improve any part of the Real Estate other than the areas of Authority's exclusive use referred to in (A) 2., and provided for in (E) 2.; provided that such alteration does not detract from the value of the Real Estate or materially interfere with Authority's then current or then reasonably foreseeable use of the Real Estate. The plans and specifications for each such alteration or improvement involving an expenditure of more than \$100,000 shall be subject to Authority's written approval prior to the commencement of construction.

The preceding sentence shall not have the effect of limiting the Trustees' duties to obtain prior approval of



plans for switches and sidetracks pursuant to Section 1 (c) above.

2. Termination of Trustees' Right to Use

The Authority may give written notice to the Trustees of its desire to use exclusively a line or lines of railroad property other than Perimeter Lines. Upon receipt of such notice, the Trustees shall immediately prepare and file all such applications for governmental approval as may then be necessary as a prior condition to the Trustees' abandonment of service on such line, diligently prosecute the same and, when such approval becomes final, cease operation on such line or lines. Authority shall reimburse Trustees for all reasonable expenses including attorneys' fees incurred in connection with the obtaining of such approvals. In the event that compliance with the obligations contained in this subparagraph causes Trustees to discontinue service to a revenue-producing customer or customers, Authority shall pay to Trustees, no later than seven days prior to actual discontinuance of service over any line so abandoned economic damages determined as follows:

- (a) Determine Trustees' total railway operating revenue from traffic originated by or destined to such customer or customers to whom service has been or will be discontinued (including only Trustees' share of the total revenues derived from the movement) during the last full calendar year prior to the notice from the Authority with respect to the line serving such customer called for by the first sentence of this subsection

(b) Determine the Trustees' avoidable costs of originating or terminating such movement by adding the following elements as they relate to the subject traffic;

i. Costs relating to Trustees' use of line or a portion of a line to be terminated:

Maintenance of way (Trustees' share);
 Maintenance of equipment (Trustees' share);
 Transportation (Trustees' share);
 Car Hire or Car Cost (Trustees' share);
 Other costs, if applicable (Trustees' share);

ii. Costs relating to use of Trustees' lines other than the line to be terminated:

Beyond line costs, according to "Fifty percent (50%) formula". (The formula multiplies the line's pro rata mileage (ratio of number of miles travelled on the line to total number of miles travelled on the system) by the gross revenue generated, subtracts the product (gross revenue credited to the line) from the total gross revenue, and takes 50 percent (50%) of the resulting sum as the beyond line cost).

(c) Subtract total of (b) from (a) and multiply the result by ten.

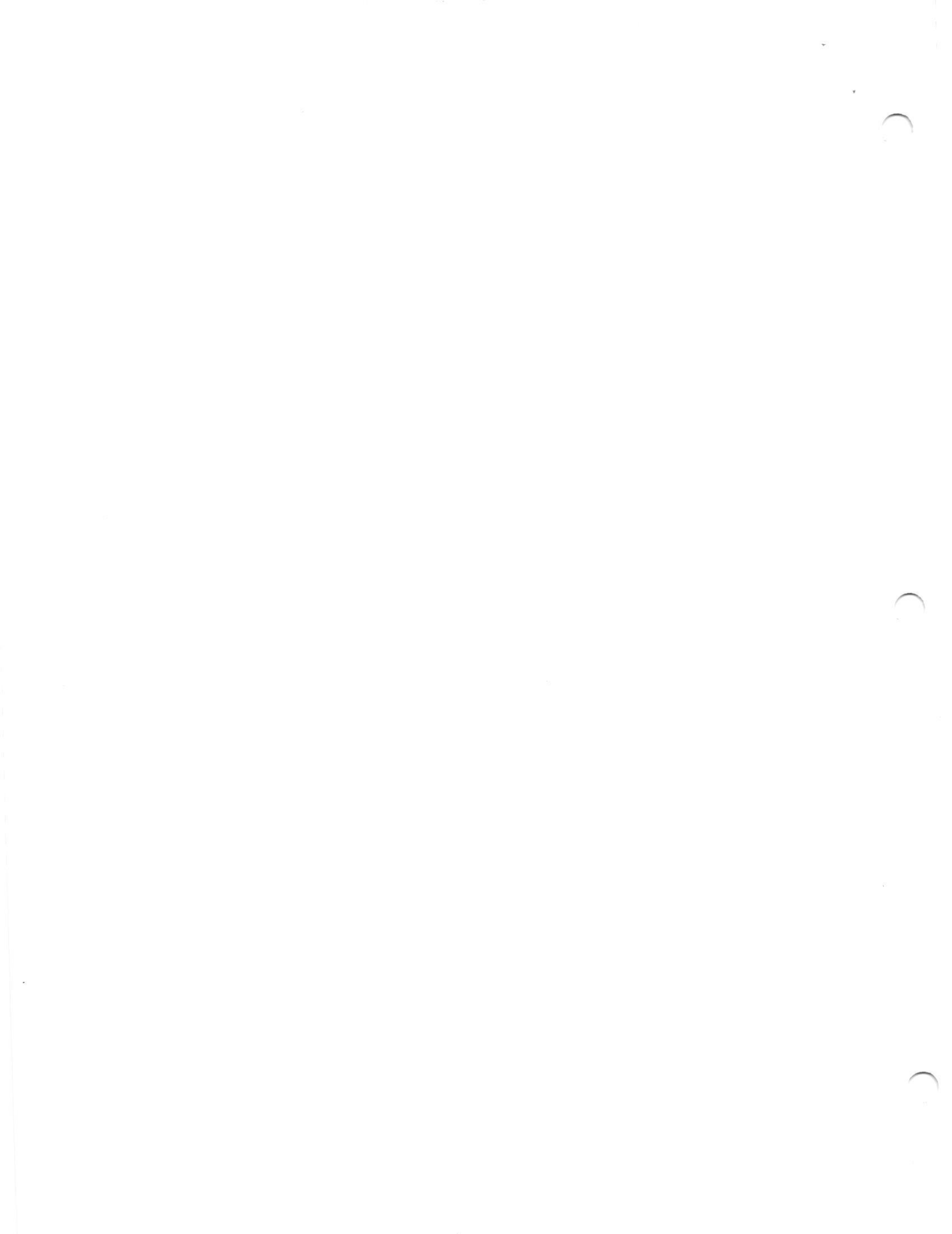
In the event freight service is eliminated over a through line by action of the Authority, in addition to the economic damages relating to the discontinuance of service to revenue-producing customers, the Authority will provide an alternate route with the clearances at least equal to those provided for in subparagraph (E) 1. (e) above, with load carrying capacity equal to those existing on the eliminated line, at no cost to Trustees and without interruption in Trustees' ability to render their through service efficiently.

Once freight service has been legally abandoned, pursuant to a final order or orders of the Interstate Commerce Commission and any other Federal or State regulatory bodies having, at the time, jurisdiction over the matter of continuance of rail freight service on such line, the easement hereby provided for shall terminate with respect to such line and the Trustees shall have no right to reinstate rail freight service thereon without prior written approval of the Authority, regardless of whether such abandonment was at the request of the Authority or whether it was upon the Trustees' own motion.

3. Access.

With respect to the properties retained by the Trustees lying between Somerville Avenue, Cambridge and the Real Estate as shown on Exhibit "B", the Trustees shall have the right to grant to parties to whom they may convey or lease any of said retained properties, the right, in common with the Authority and others, to use the existing Private Way defined on Exhibit "B" for egress and ingress on foot or in vehicles.

Trustees shall by their deed retain an easement to construct an access road up to four (4) lanes in width through the area lying between Washington Street, Somerville and the High Line, so-called, defined as the "Yard 8 Access" on Exhibit "B", for the purpose of providing vehicular and pedestrian ingress and egress between Yard 8 and said Washington Street. Said road shall be constructed so as to provide grade separation from the High Line until such time as Authority shall operate a rail connection between the New Hampshire Route Main Line and the Fitchburg Route Main Line or any other route alternative to the High Line. At any time thereafter Trustees shall have the option to



require the Authority to convey to the Trustees the whole or any part of that portion of the High Line, defined as the "High Line Segment: on Exhibit "B", without payment of additional consideration; and thereafter the said access road may be constructed at grade. The layout of the said access road shall not interfere with the functioning of Tower X or the New Hampshire Route Main Line, as then located or laid out, and shall be subject to the Authority's prior approval, which shall not be unreasonably withheld.

4. Right to Provide Freight Service to be Exclusive.

The Trustees' right to continue to provide freight service as hereinabove provided shall be exclusive in that no other carrier shall have the right to provide freight service over and upon any of the lines to be conveyed hereunder, except as follows:

(a) To the extent that the Trustees have entered into joint operating agreements granting rights to operate over said lines to other carriers, the operation or operations of such other carriers, pursuant to such arrangements shall be treated as operations of the Trustees for all purposes hereunder. No such joint operating agreements with other carriers shall be entered into after the date hereof without the prior written approval of the Authority (which shall not be unreasonably withheld) provided that no such approval of the Authority shall be necessary for runthrough agreements where trains are operated by the Trustees' crews.

(b) The Authority shall, after the date hereof, have the right to transport baggage and its own material over

and on such lines and such transportation shall not be considered freight service.

(F) GENERAL PRINCIPAL OF COST ALLOCATION

It is the general intention of the parties hereto that, except as more specifically provided hereinabove or in the separate agreement entitled "Operating Agreement", dated March 18, 1976, (Exhibit "C") or any extension or amendment thereof, all direct costs and expenses resulting solely from or attributable solely to freight operations will be borne solely by Trustees and all direct costs and expenses resulting from passenger operations will be borne solely by Authority. Overhead or joint expenses will be apportioned between the Trustees and Authority on the basis of relative use of the facility or department in question. The use of a facility or department by any person claiming by, through or under either party hereto shall, for the purposes of cost allocation, be deemed to be such party's use. In the event of a fundamental change in the underlying concepts upon which provisions hereof relating to allocation of costs and expenses are premised (such as might be caused by inclusion of Trustees in Conrail, a federal or state consolidated facilities program or other government ownership of facilities) by which any specific provisions for the allocation of costs and expenses are rendered inequitable, such provisions shall, at the request of either Authority or Trustees, be renegotiated in good faith so as to provide for an equitable allocation under the changed conditions.

ELECTRICAL AND WATER EASEMENTSA. ELECTRICAL EASEMENTS.

The Trustees hereby reserve to themselves, their successors and assigns, the right and easement for the location of electrical lines and equipment in that area of the Real Estate defined on Exhibit F annexed hereto entitled: Trustees' Electrical System - Boston Yards, December 31, 1975"; which reservation shall include the right to flow electricity through said electrical system to serve the Trustees' freight easement and for any other use, now or in the future. Said reserved easement shall also include right to install, inspect and maintain, repair, operate or remove electrical lines and equipment within the said freight easement area and the right to use said reserved area and electrical system in conjunction with the sale of electricity by the Trustees to other parties, including but not limited to the Authority and to new customers, insofar as the Trustees lawfully may, provided, however, the Trustees' exercise of such rights shall not substantially interfere with the operations or the electrical needs of the Authority. Such sale of electricity by the Trustees to other parties shall be with the right to profit therefrom without any obligation of the Trustees, either to account to or to pay to the Authority, any portion of the revenues arising therefrom or any other consideration. All of the electrical lines and equipment located within said area as of the date hereof, and all such lines and equipment hereafter installed therein by the Trustees, shall be and remain the sole property of the Trustees and the existence of this easement shall in no way be considered as establishing either a joint facility or a joint

enterprise with the Authority. The Trustees shall also have the right to assign their reserved rights herein to either the Cambridge Electric Company or any other comparable public utility at any time within ten (10) years from the date hereof.

Provided further, that with respect to the Boston Engine Terminal Area, defined on Exhibit "B", Trustees hereby reserve to themselves, their successors and assigns, the right and easement to use and maintain the electrical lines and facilities existing therein as of the date hereof, as long as such use and maintenance does not interfere with Authority's operations or use of the Real Estate, together with the right and easement to install and maintain electrical service to Yard 8 and those properties retained by Trustees lying between Somerville Avenue and the Real Estate all as defined on said Exhibit "B", provided, however, that any such installation and maintenance shall not substantially interfere with Authority's operations or use of the Real Estate and, provided further, that such installation and maintenance shall be subject to the prior approval of the Authority, which shall not be unreasonably withheld.

In the event that Authority alters the electrical lines or facilities existing as of the date hereof within said Boston Engine Terminal Area, the Trustees shall have the right to make an electrical connection at Trustees' cost to either a public utility or a source of the Authority, whichever shall be more economical for the Trustees, provided that such connection shall not substantially interfere with Authority's operations or use of the Real Estate.

B. ELECTRICAL COVENANT.

The Trustees further covenant and agree with the Authority that insofar as they lawfully may, Trustees shall supply electricity to Authority at the appropriate Cambridge Electric rate as long as Trustees retain the easement reserved in Paragraph A above.

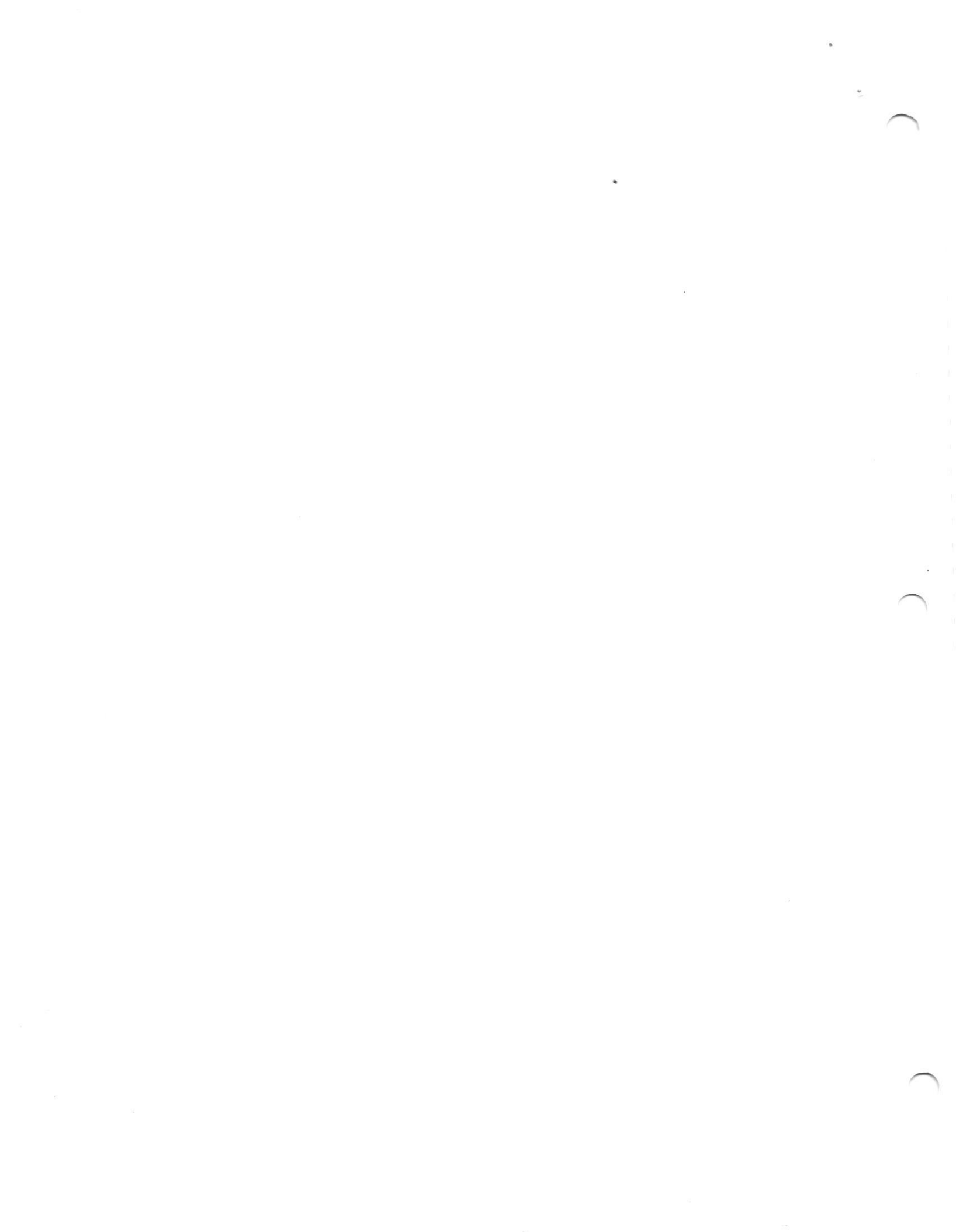
C. WATER EASEMENT

The Trustees hereby reserve unto themselves, their successors and assigns, the right and easement to take water from the 12-inch main through an 8-inch connection at point "A" and through a 12-inch connection at point "B" as shown on Exhibit G annexed hereto entitled "Sellers' Water System - Boston Yards, December 31, 1975"; which reserved easement shall include the reserved right to flow water through said connections to serve the freight easement and for any other use, now or in the future, at not less than the rate currently maintained and without unreasonable interruption of flowage at any time. Included in the reserved easement is the right to inspect and maintain, repair, operate, renew or remove the said connections and said line between points "A" and "C" in a manner which shall not substantially interfere with Authority's operations or use of the Real Estate. The Trustees shall be solely responsible for the inspection, maintenance and repair of said line between points "A" and "C", and Authority shall not be obligated to contribute to the cost thereof. Subject to the terms in the final paragraph of this Section C, the Authority will be solely responsible for the inspection, maintenance and repair of the lines between point "C" and points "D" and "E", but subject to the Trustees' obligations to contribute to the cost thereof as provided hereafter.

The quantity of water taken at point "A" will be estimated and the quantity of water taken at point "B" will be and shall be metered, except for water used for fire protection, but if requested by the Authority, the Trustees shall install a water meter at point "A", at the expense of the Authority (or, if desired by the Trustees, they may install such meter at their own expense) to give an accurate measure of the usage of water through that connection.

The water line between points "D" and "F" as shown on Exhibit G shall continue to be owned by the Trustees, provided, however, the Trustees hereby reserve to themselves, their successors and assigns, the right to inspect, maintain and repair the said line on the Real Estate to the extent that it is located thereon. The Trustees shall be solely responsible for the inspection, maintenance and repair of said line but the Authority shall be obligated to contribute to the cost thereof as provided below. The Authority shall have the right, subject to the rights of the Trustees and all those parties who have the right (claiming by, through or under the Trustees or otherwise) to take water from the said line through the connections located between points "D" and "F", to receive water through the said line at point "D" for any use, at not less than the rate currently maintained and without unreasonable interruption of flowage at any time.

In each calendar year the Trustees shall be responsible for so much of the cost of inspecting, maintaining and repairing of all those portions of the water line shown on Exhibit G lying between points "C" and "F" and "C" and "E" as shall be proportional



to the fraction of which the denominator is the total volume of water passing through points "E" and "F" in said year and the numerator is the sum of the volumes of water passing through the connections at points "A" and "B", and through all connections lying between points "D" and "F", during said year. The Authority shall be responsible for the remainder of such cost, subject to Trustees' duty to contribute thereto in accordance with Provision contained in Paragraph (A)2(d) of the Reserved Freight Easement.

Provided further, the Authority shall have the right to discontinue the aforesaid reserved right of the Trustees to take water at points "A" and "B" at any time upon not less than ninety (90) days' prior written notice, provided that in such event the Authority shall grant to the Trustees, without further consideration, upon written request therefor made to the Authority by the Trustees, such easement or other reasonable rights as may be necessary to enable the Trustees to install and maintain, at their expense, a water main and connections adequate to supply the Trustees' needs for water for its freight service as well as the needs of any customers of the Trustees who are then receiving water from the connections at points "A" and/or "B", which easement and connection shall be so located as to connect points "A" and "B" with either a public water line or a water line of the Authority, whichever shall be the most economical for the Trustees, provided that such connection shall not substantially interfere with the Authority's operations or use of the Real Estate.

D. WATER COVENANTS

The Authority covenants and agrees, for itself, its successors and assigns, to pay the public supplier for all of the water taken at points "E" and "F" as determined by the meters located at said points. The Trustees covenant and agree to pay Authority for the estimated water taken at point "A" and for the metered water taken at point "B" and at all connections lying between points "D" and "F" at the prevailing water rates of the City of Somerville in existence from time to time.

LABOR PROTECTION.

The Authority covenants and agrees, for itself, its successors and assigns, to indemnify and exonerate the Trustees to the extent provided hereinbelow, against the cost of (and be responsible for) obligations, liability, or claims due to provisions of Trustees' labor agreements, including labor protective conditions of such agreements, or of labor protective conditions imposed by regulatory agencies or applicable laws. The Authority's obligation to indemnify and exonerate shall arise when employees or positions are adversely affected as a result of changes in the passenger service (including termination thereof), passenger facilities, or both, or by reason of the future contracting out or other removal or termination of work previously, now, or hereafter performed by the Trustees' employees to the extent that such change, termination or contracting out is the result of an action taken by, or with the consent of, the Authority.

It is further understood and agreed that an action taken by the Authority may have effects remote from the initial

position or positions affected by such action as a result of successive seniority displacements, and it is the intention of the parties hereto that the indemnification and exoneration herein provided shall extend to such more remote effects.

If the initiating action affects a position or positions solely engaged in the "Service", (as "service" is defined in the Operating Agreement dated March 18, 1976, Exhibit "C", as amended and extended) the Authority will pay all such costs. If the initiating action affects a position or positions engaged in both passenger service and freight service, the Authority will pay the cost to the extent that it is solely traceable to the action taken by, or with the consent of, the Authority. In the event that in any instance the applicability of the immediately preceding sentence produces a result which is manifestly unfair to either party, the sharing of such termination cost will be renegotiated in good faith so as to provide for an equitable allocation thereof.

It is further understood and agreed that the Trustees shall use their best efforts to mitigate liability to such employees and that the Authority shall be permitted to participate, within reason, in such efforts.

The Authority will pay to the Trustees such funds as may be required to satisfy Authority's obligation to indemnify and exonerate the Trustees hereunder, concurrently with the delivery of evidence of payment by the Trustees. Trustees agree to keep Authority currently informed, to the extent that the Trustees can reasonably do so, of all aspects of local and national labor negotiations which might reasonably be expected to expand or broaden the scope of the protective provisions (i.e., provisions relating to termination rights) of labor agreements.

ACCIDENT RESPONSIBILITY

In the event that the Trustees shall cease to conduct passenger service for the account of the Authority, pursuant to the Operating Agreement or a successor operating agreement, the following terms and conditions shall immediately become effective with respect to events occurring after such cessation:

A. In the event that harm, damage or injury (including death) is caused by the negligence or other act for which one of the parties hereto is legally responsible without any contributory negligence or legal responsibility on the part of the other party hereto (except in circumstances described in C below) and said harm, damage or injury (including death) occurs to the property of, or in the custody of, one of the parties hereto, to property used jointly by the parties, to the employees, passengers or licensees of either party, to common agents or employees or to third parties, the party which caused such harm, damage or injury (including death) shall bear all of the cost, expense and liability arising therefrom and shall save harmless the other party from and against any loss, cost or expense connected therewith. (This Section is not intended to confer any rights upon third parties.)

B. In the event that harm, damage or injury (including death) is caused solely by an act or omission for which a third party is legally responsible, to the property of, or in the custody of, one of the parties hereto, or to the employees, passengers or licensees of one of the parties hereto, that party shall assume all loss, cost and expense arising therefrom, without contribution from the other party. (This Section is not intended to relieve any third party from any liability.)

C. In the event that harm, damage or injury (including death) is caused by the condition of jointly used lines, facilities or equipment to the property of, or in the custody of, one of the parties hereto, or to the employees, passengers or licensees of one of the parties hereto, that party shall assume all loss, cost and expense arising therefrom, without contribution from the other party, except that damage to such jointly used lines, facilities or equipment shall be repaired by the Maintaining Party subject to contribution from the other party as provided in Paragraph F (General Principles of Cost Allocation) SUPRA.

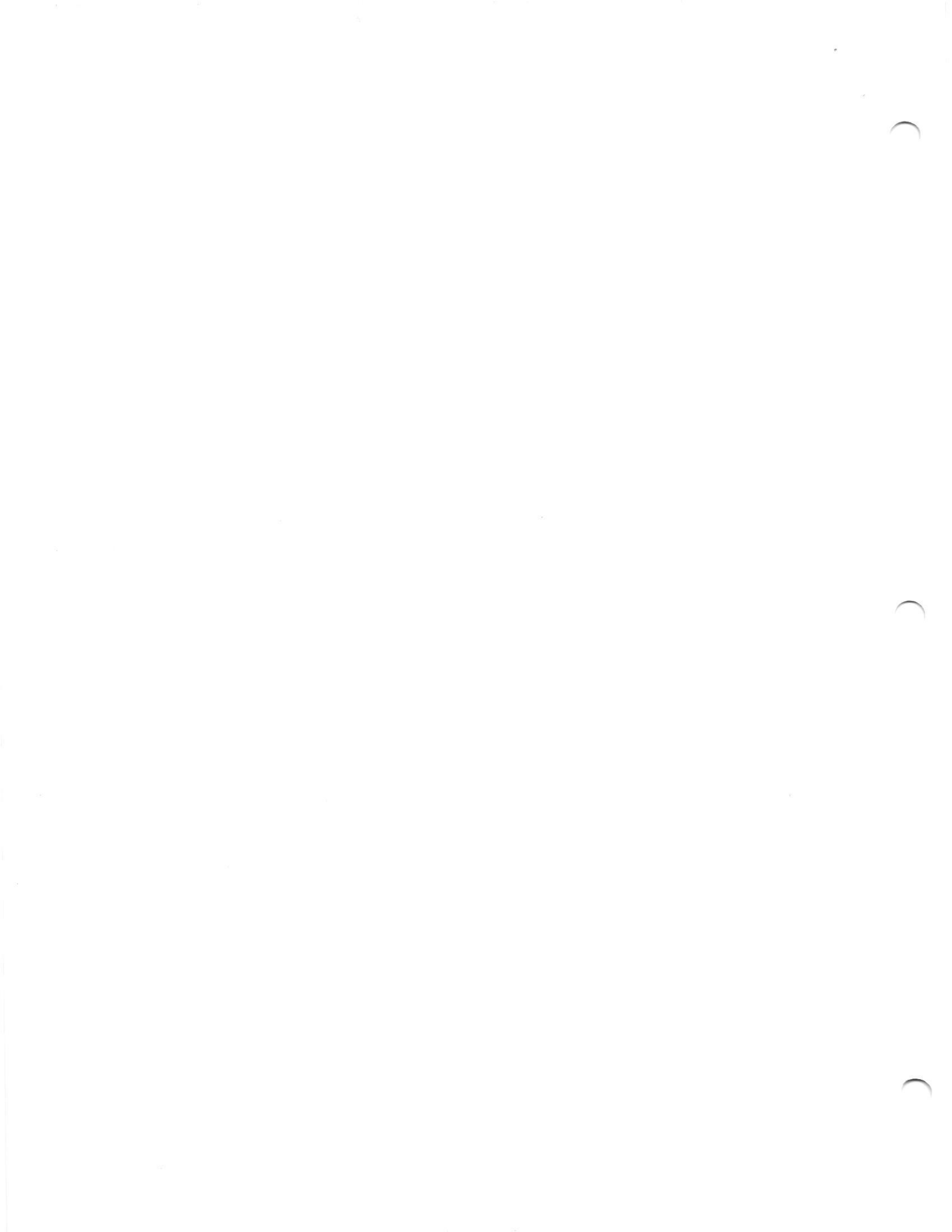
D. In the event that harm, damage or injury (including death) is caused by an act or omission for which both of the parties hereto are legally responsible and such harm, damage or injury (including death) occurs to the property of, or in the custody of, one or both of the parties hereto, or to the employees, passengers or licensees of one or both of the parties, each party shall bear all of the costs, expenses and liability arising from such harm caused to its own property, to property in its custody or to its employees, passengers or licensees. Any other loss, cost or expense so caused, including expense of repairing jointly used lines, facilities or equipment shall be divided equally between the parties.

E. In the event that harm, damage or injury (including death) is caused by an act or omission for which at least one of the parties hereto is legally responsible but in circumstances

where legal responsibility cannot be attributed to one party or the other, nor to both parties jointly, because of lack of evidence or a conflict in evidence which cannot be resolved, by litigation or otherwise, and said harm, damage or injury (including death) occurs to the property of, or in the custody of, one or both of the parties hereto, or to the employees, passengers or licensees of one or both of the parties, each party shall bear all of the costs, expenses and liability arising from such harm caused to its own property, to property in its custody or to its employees, passengers or licensees. Any other loss, cost or expense so caused, including expense of repairing jointly used lines, facilities or equipment, shall be divided equally between the parties.

F. In the event of any derailment or other accident occurring upon the Real Estate wherein cars, motive power or other equipment of either party shall fall or encroach upon tracks, bridges or other property being used by the other party so that said property is blocked or normal operation thereover is impeded, the party whose property has so fallen or encroached shall expeditiously remove the same and cause all necessary repairs to be made and all tracks and appurtenances restored, at its expense, as may be required for the continued operation of the other party's railroad activities.

Both parties agree to cooperate with each other to expedite the repair and removal of such cars, motive power and other equipment and will make all reasonable efforts to restore the affected line or facility to service.



ARBITRATION

A. Selection of Arbitrators.

If, at any time, a controversy shall arise which is referable to arbitration according to subsection C of this Arbitration Section, the parties hereto agree to engage forthwith in good faith discussions attempting to resolve such controversy. If the parties so agree, they may involve a disinterested person experienced in railroad operations to render his objective advice and opinions, which shall be advisory only and not binding unless the parties agree in writing to be bound by his judgment in a particular instance. In the event such good faith discussions do not resolve such controversy within thirty (30) calendar days, or such other time as the parties may agree in writing, the parties shall submit such difference or dispute to disinterested arbitrators, one of whom shall be appointed by the Trustees and the other of whom shall be appointed by the Authority; and if the two arbitrators so chosen cannot agree, they shall select a third arbitrator, and their decision, or that of a majority of them, shall be final and conclusive between the parties hereto, except that if either party claims that the arbitrator's decision is based upon an error of law, it may, within thirty (30) days after receipt of such decision, institute an action at law to determine such legal issue. In any such action at law, the parties shall stipulate the facts to be as set forth by the arbitrators. In case either of said parties shall fail or refuse to appoint an arbitrator as aforesaid, for the period of thirty (30) calendar days after written notice given by the other party to make such appointment,

then and in that event the arbitrator appointed by the party not in default shall appoint a like competent and disinterested arbitrator for the defaulting party, and the said two arbitrators, so appointed, shall select a third arbitrator, and the three so chosen shall hear and decide such difference or dispute, and their decision, or that of a majority of them, shall be final and conclusive upon the parties hereto, except as above provided with respect to an error of law. In the event that the said arbitrators shall be unable to agree upon a third arbitrator within thirty (30) days after the appointment of the second arbitrator, such third arbitrator shall be appointed, upon the application of either party hereto, upon reasonable notice to the other party, by a Judge of the Superior Court for the Commonwealth of Massachusetts. Any application to such Judge as aforesaid shall be made and heard in the manner provided by law for the making and hearing of motions in said Court. If said Court declines to make such appointment, it shall be made by the President of the Association of American Railroads. If any arbitrator shall decline or fail to act, the party or person by whom he was chosen or appointed, as the case may be, shall appoint another to act in his place.

B. Resolution.

During the pendency of such arbitration proceedings, the business, operations to be conducted, and physical plant to be used under this Agreement, to the extent that they are the subject matter of such controversy, shall continue to be transacted and used in the manner and form existing prior to

the arising of such controversy, unless the arbitrators make a preliminary ruling to the contrary.

C. Matters Referable to Arbitration.

All controversies as to the construction of terms of this Agreement which are to survive the Closing Date and any practical questions growing out of the application of the same to circumstances, except for claims for monetary damages in excess of \$100,000, are referable to arbitration as provided in this Arbitration section.

D. Cost of Arbitration.

Each party hereto shall bear the costs and expenses incurred by it in connection with such arbitration and both parties shall share equally the costs and expenses attributable to the services of the disinterested person or arbitrators.

The Trustees and the Authority hereby covenant and agree that neither Robert W. Meserve nor Benjamin H. Lacy, nor any of their successors as Trustees of the Property of the Boston and Maine Corporation, Debtor, in the Proceedings for the Reorganization of a Railroad, hereinabove referred to, shall be personally liable for the performance or non-performance of any of the Trustees' obligations hereunder, and that upon the transfer of the freight business and remaining assets of the Trustees to the Reorganized Debtor, or any other party, pursuant to a plan of reorganization confirmed in said proceedings, or otherwise transferred the Authority and its successors and assigns, will thereafter look solely to such transferee and its successors and assigns for the performance of all of the Trustees' obligations hereunder.

Upon the said transfer of freight business and remaining assets, whether to a successor Trustee or Trustees, to the Reorganized Debtor, or to any other party or parties, all of the rights and easements granted or reserved to the Trustees hereby will inure to the benefit of any and all such transferees, whether direct or remote, and their respective successors and assigns, subject, in each instance, to the assumption by the transferee of all obligations of the Trustees hereunder related to the particular rights and easements transferred to such transferee.

Any voluntary transfer by the Trustees of the rights and easements reserved or granted to the Trustees hereby to a successor Trustee or Trustees, to the Reorganized Debtor or to any other party that succeeds to substantially all of such rights and easements, shall require as a condition thereof that the transferee accept and assume all of the rights and obligations of the Trustees as Operator under any operating contract between the Trustees and the Authority then in effect.

This Indenture is executed in seven (7) counterparts for the purpose of recording in seven (7) separate Registries of Deeds where the real estate lies. Each counterpart contains all of the provisions and attachments contained in this counterpart. There is affixed to the counterpart to be recorded in Suffolk County Registry of Deeds Documentary Stamps in the amount of \$83,331.72, and is available for inspection at that Registry.

The covenants contained in this Indenture are to be binding upon the parties hereto and their successors and assigns forever.

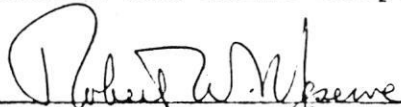
WHEREAS, on November 30, 1976, the said U. S. District Court for the District of Massachusetts, by Order No. 347-C (in

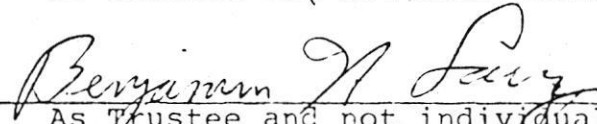
Docket No. 70-250-M) authorized the said Trustees to convey this real estate to the Massachusetts Bay Transportation Authority, this conveyance is hereby made free from liens pursuant to said Order.

TO HAVE AND TO HOLD the above described premises, with all the privileges and appurtenances thereto belonging to the said MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, its successors and assigns, to their own use and behoof forever.

IN WITNESS WHEREOF the said ROBERT W. MESERVE and BENJAMIN H. LACY, as Trustees of the Property of Boston and Maine Corporation, Debtor, and not individually, have hereunto set their hands and seals, this 24th day of December, 1976.

ROBERT W. MESERVE and BENJAMIN H. LACY, as Trustees of the Property of Boston and Maine Corporation, Debtor


As Trustee and not individually

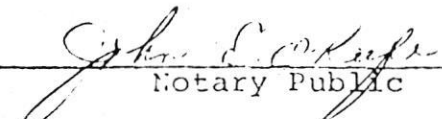

As Trustee and not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

Boston, DECEMBER 24, 1976

Then personally appeared the above-named Robert W. Meserve, as Trustee of the Boston and Maine Corporation, Debtor, and acknowledged the foregoing instrument to be the free act and deed of said Trustee, before me


Notary Public

My Commission expires: April 21, 1983

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

Boston, December 29, 1976

Then personally appeared the above-named Benjamin H. Lacy, as Trustee of the Boston and Maine Corporation, Debtor, and acknowledged the foregoing instrument to be the free act and deed of said Trustee, before me

John E. O'Keefe
Notary Public

My Commission expires: April 21, 1983

IN WITNESS WHEREOF the said MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, by Robert R. Kiley, Chairman, has set its hand and seal, this day of December, 1976.

APPROVED AS TO FORM:

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

General Counsel

JJC

Robert R. Kiley
Chairman

COMMONWEALTH OF MASSACHUSETTS

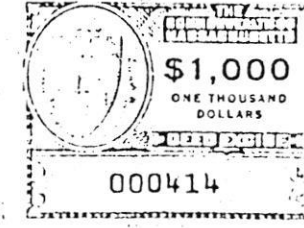
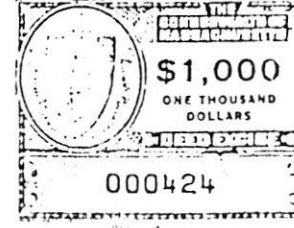
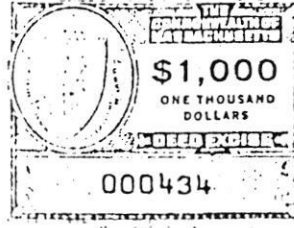
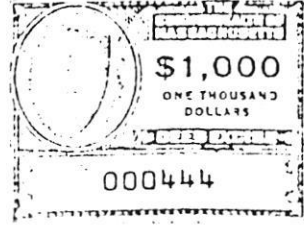
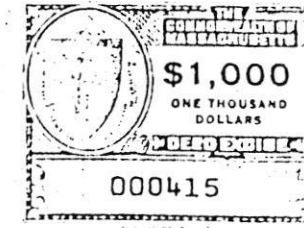
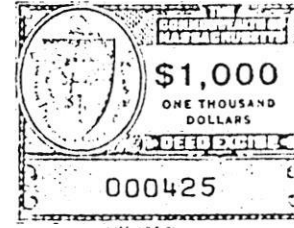
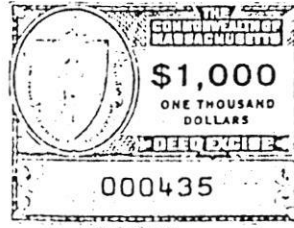
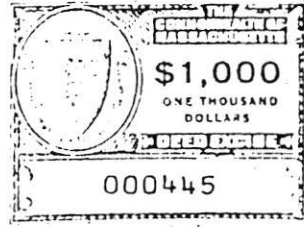
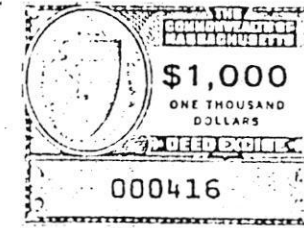
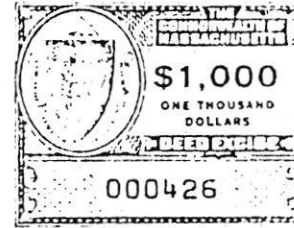
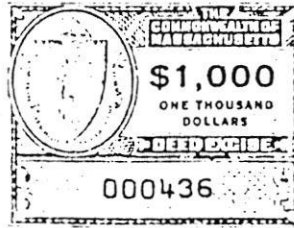
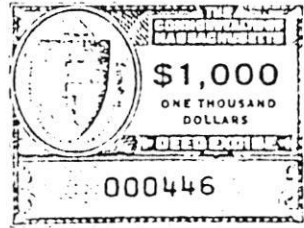
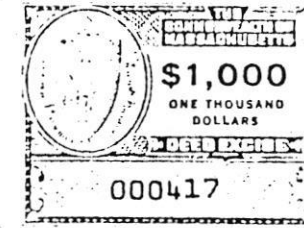
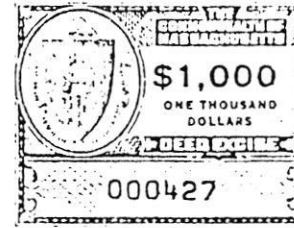
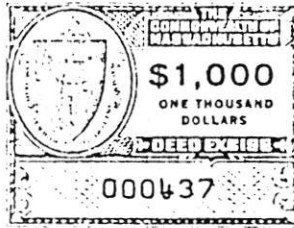
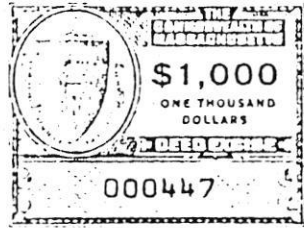
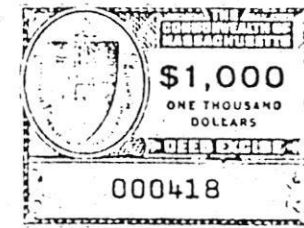
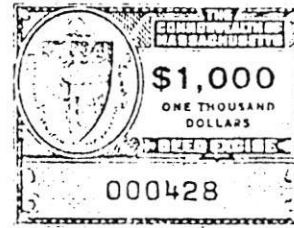
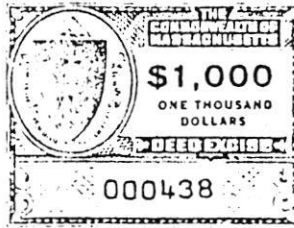
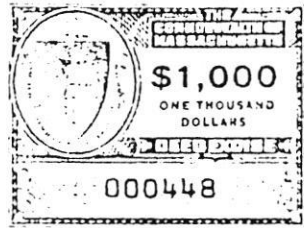
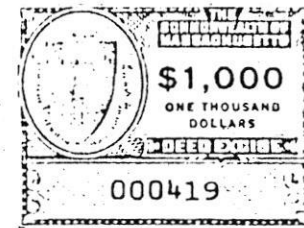
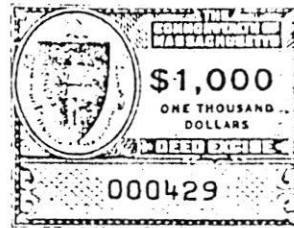
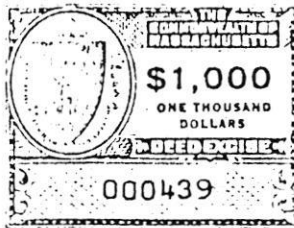
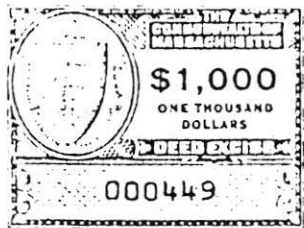
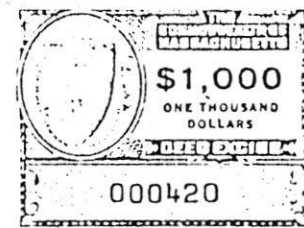
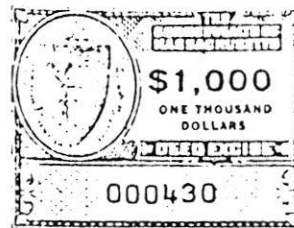
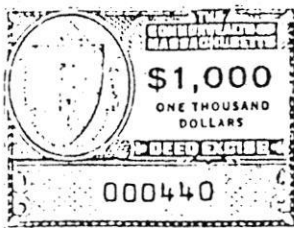
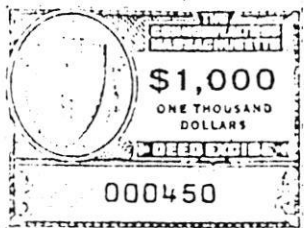
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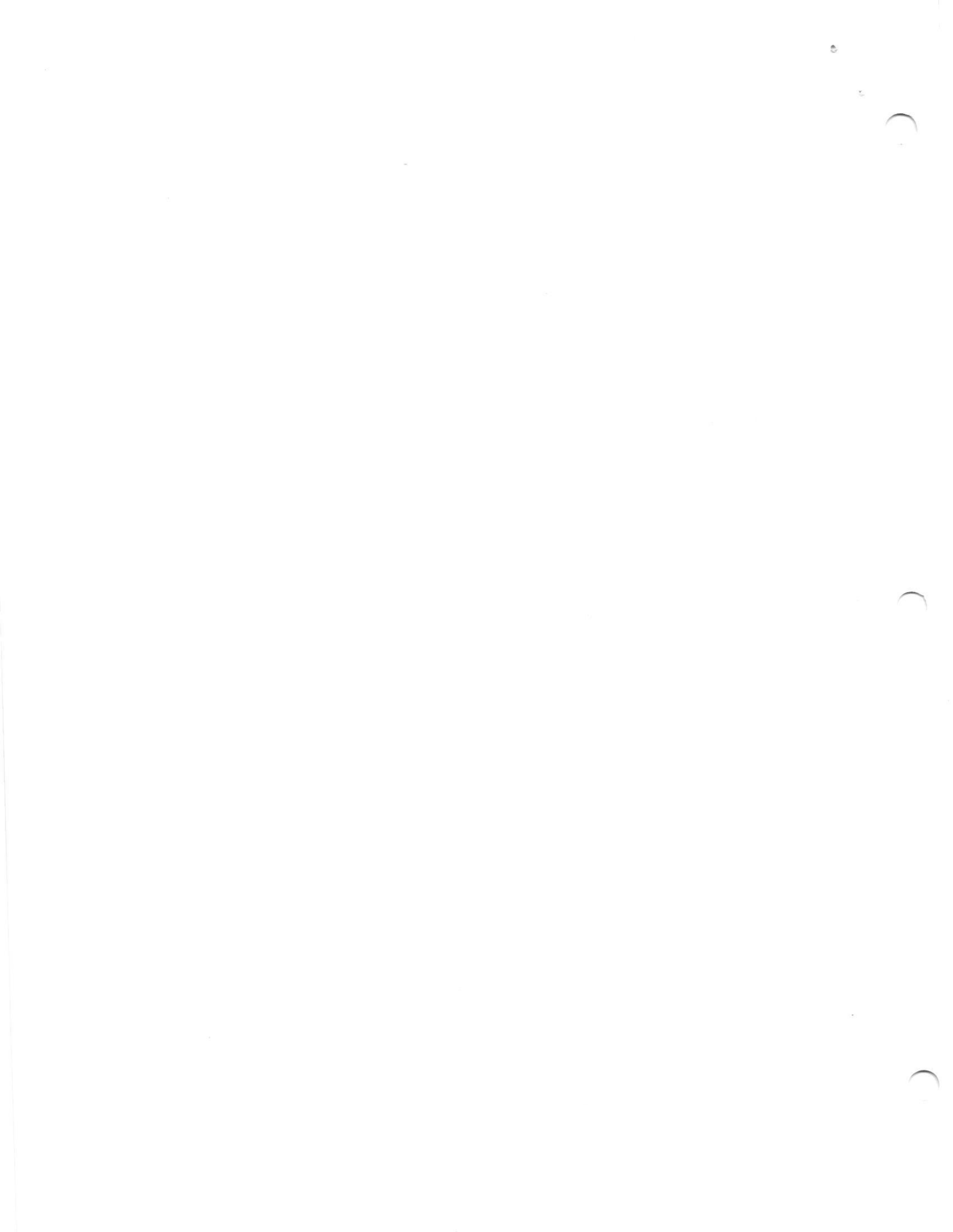
Boston, December 29, 1976









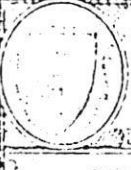


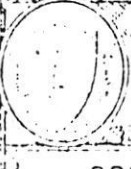




Then personally appeared the above named Robert R. Kiley, as Chairman of the Massachusetts Bay Transportation Authority, and acknowledged the foregoing instrument to be the free act and deed of said Chairman, before me

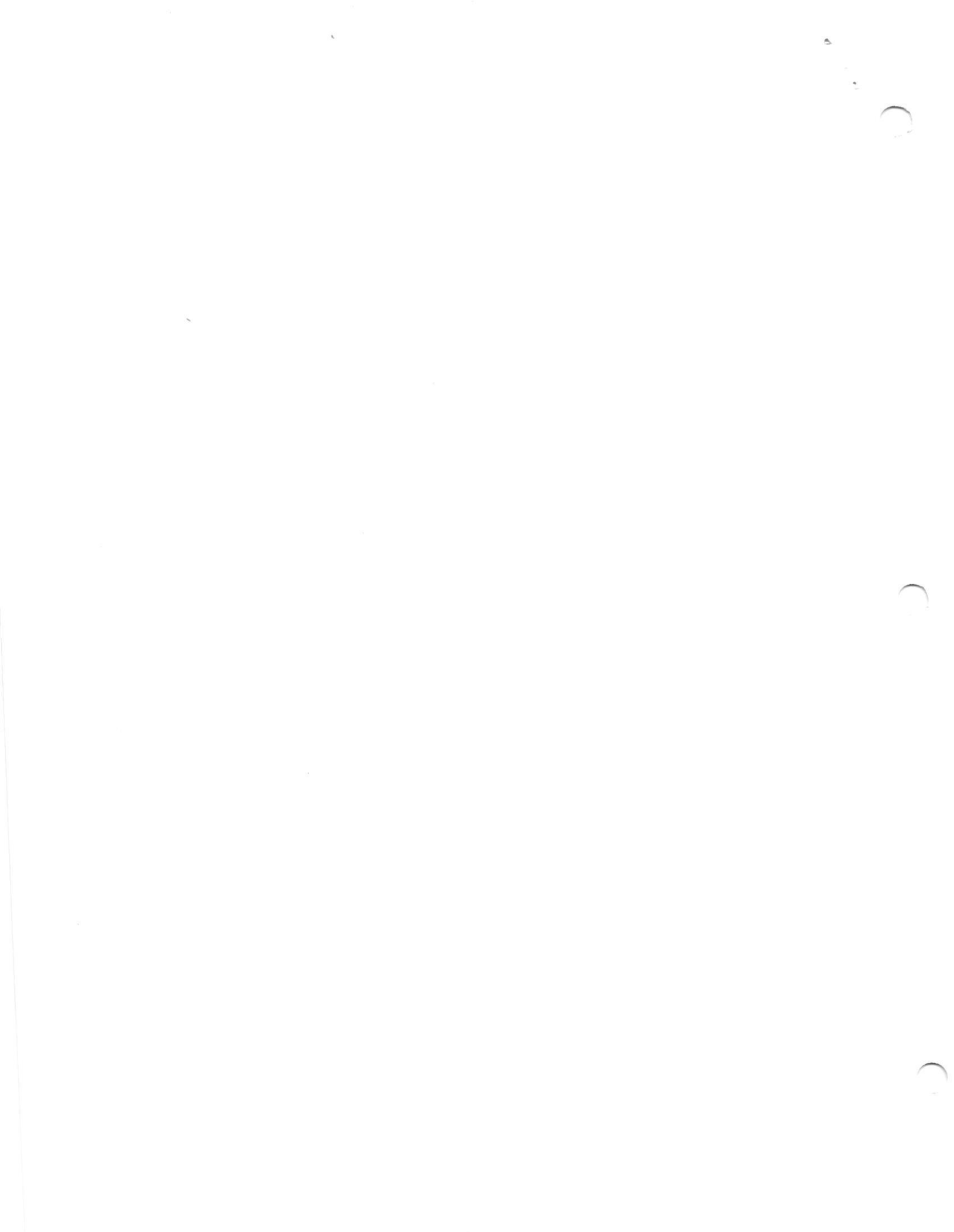
John E. O'Keefe
Notary Public

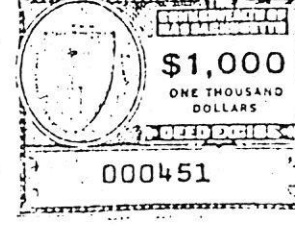
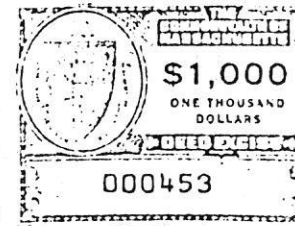
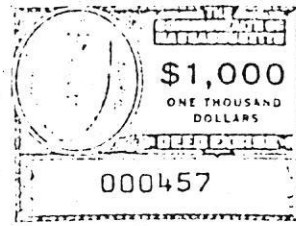
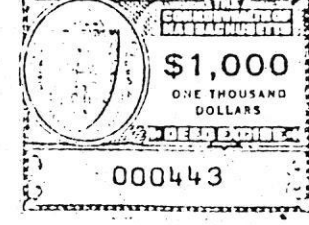
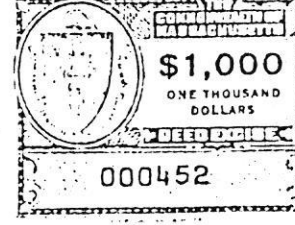
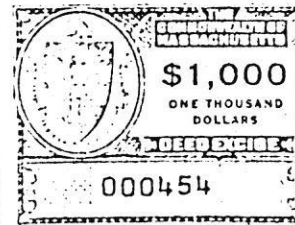
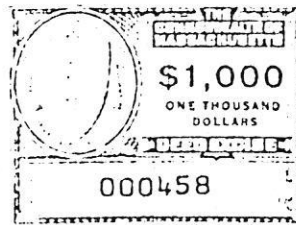
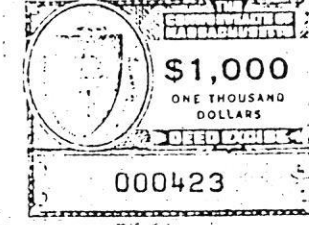
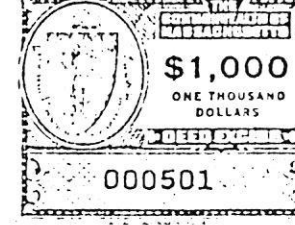
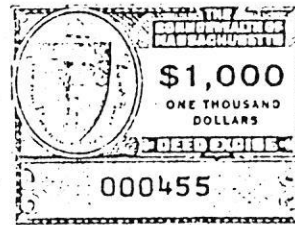
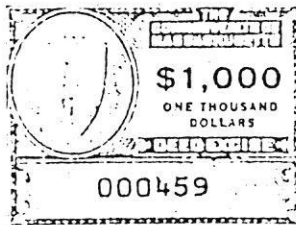
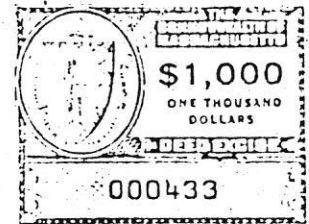
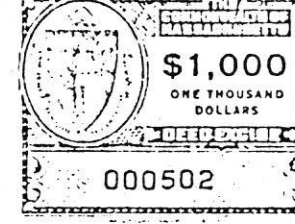
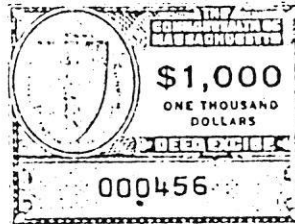
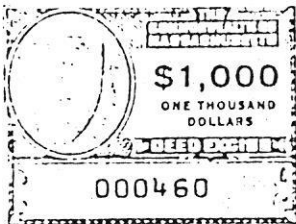
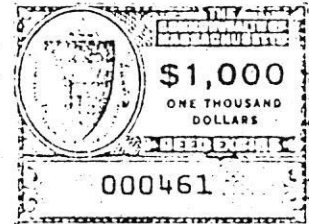
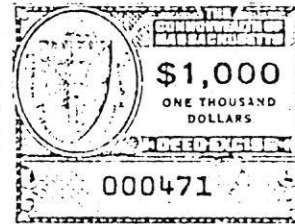
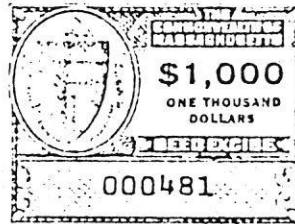
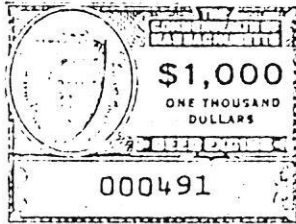
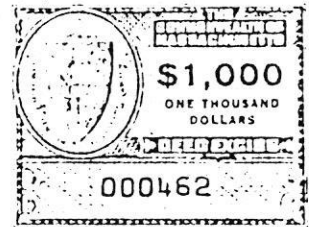
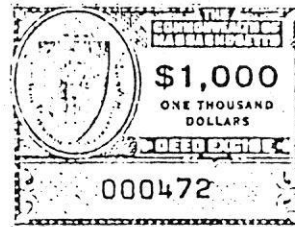
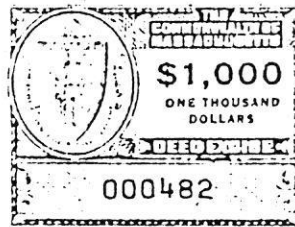
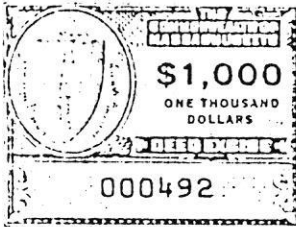
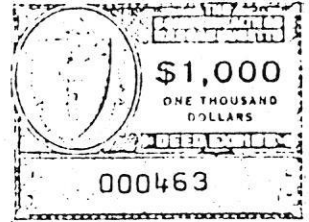
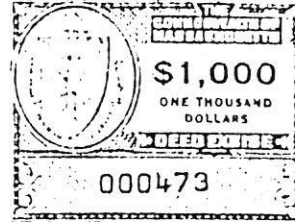
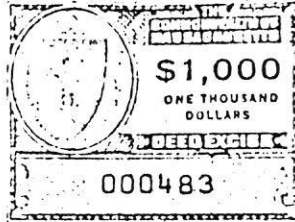
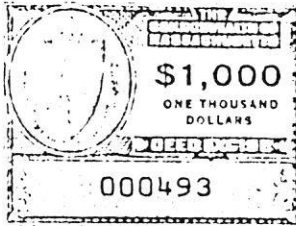
My Commission expires: April 21, 1983

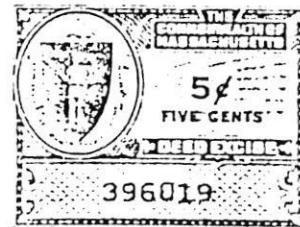
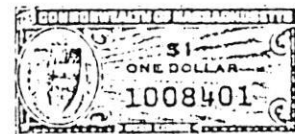
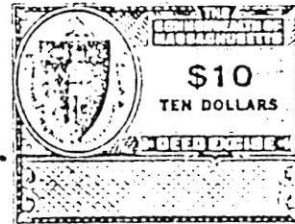
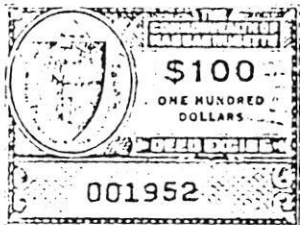
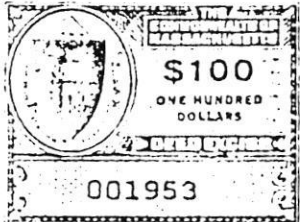
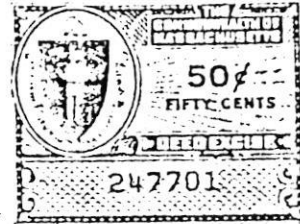
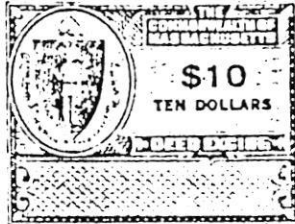
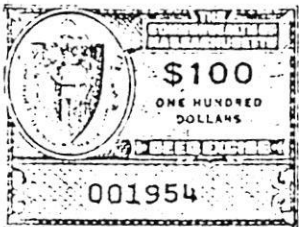


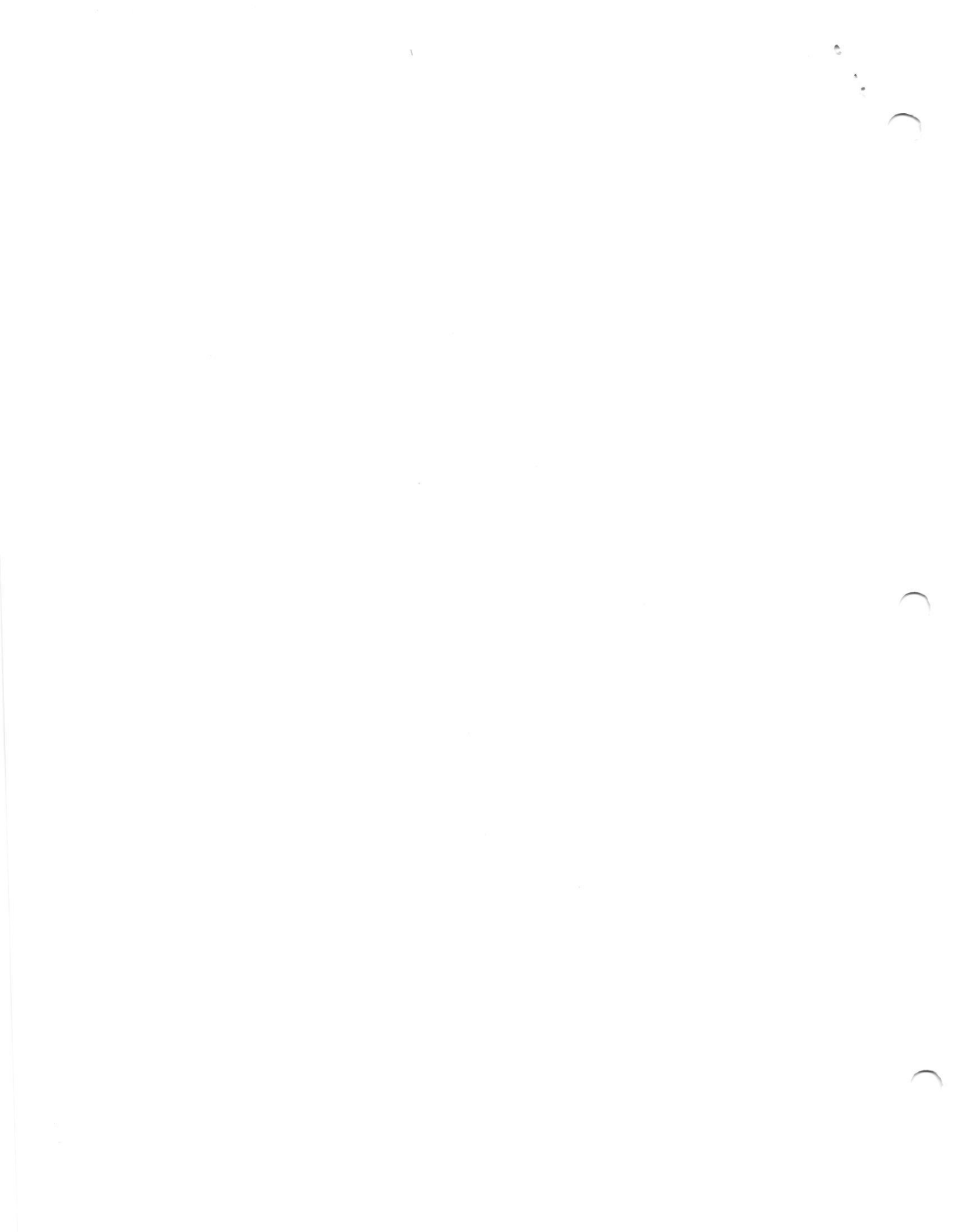


 \$1,000 ONE THOUSAND DOLLARS 000500	 \$1,000 ONE THOUSAND DOLLARS 000490	 \$1,000 ONE THOUSAND DOLLARS 000480	 \$1,000 ONE THOUSAND DOLLARS 000470
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LIST OF EXHIBITS.

- Exhibit A(1-5) Plans of five (5) bridges excluded from conveyance.
- Exhibit B Plan of Boston Engine Terminal Area
- Exhibit C Operating Agreement dated March 18, 1976
- Exhibit D Signalling and Grade Crossing Expense Formula
- Exhibit E Line Maintenance Expense Formula
- Exhibit F Seller's Map of Electric System
- Exhibit G Seller's Map of Water System

