

or then reasonably foreseeable use of such Non-Line Areas and Facilities by Sellers in conducting freight service. However, if such use materially interferes with Sellers' use of such Non-Line Areas or Facilities the Buyer shall provide equivalent substitute areas or facilities for use by Sellers without interruption to Sellers' use and at no cost to Sellers.

(b) As long as such Non-Line Areas and Facilities are used exclusively by the Sellers, Sellers shall, at their own expense, maintain them and keep them in as good order and repair as they are as of the Closing Date, reasonable wear and tear excepted. At such time as such Non-Line Areas and Facilities shall be used by Buyer in conjunction with the Sellers, the expenses related to such Non-Line Areas and Facilities shall be borne jointly in accordance with their use as determined initially by the Operating Agreement and thereafter by written agreement between the parties.

(c) The Sellers' right to continue to use or to use in the future each such "Non-Line Area or Facility" and the Sellers' obligation to maintain the same shall cease (and Buyer shall be entitled to a release of such right with respect thereto, executed in recordable form by the Sellers) at such time as

- (I) the Sellers shall voluntarily surrender such use by notice to that effect given to the Buyer, or
- (II) Buyer shall
 - (i) have a bona fide use for such Area or Facility in connection with its rail or transit commuter service, or
 - (ii) have a bona fide specific intention to sell or lease the same, or
 - (iii) have a bona fide specific intention to make improvements or repairs to the same which

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 Article IX.

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.

ARTICLE X

SURVIVAL OF PROVISIONS; DELAYS

Notwithstanding anything to the contrary contained in Article II, all of the provisions hereof which may reasonably be construed to be performed, have effect, become effective or occur after the Closing Date shall survive the Closing Date. Whenever in this Agreement either party is required to perform, fulfill or observe any representation, warranty or agreement set forth herein, delays caused by or resulting from fires, storm conditions, floods, hurricanes, strikes, slowdowns, acts of God or failures or conditions beyond such party's reasonable control shall not be counted in determining the time when such performance, fulfillment or observance must be completed and no such delay shall be deemed to constitute a breach of any such agreement hereunder.

ARTICLE XI

LIMITATION ON FURTHER ENCUMBRANCES

From and after the date of this Agreement, but prior to the Closing, Sellers agree that they will not create further encumbrances upon the Real Estate nor enter into leases extending beyond the Closing Date other than licenses terminable on not more than 30 days' notice nor purchase and sale contracts relating to all or any part of said Real Estate without prior written approval of Buyer in each instance.

ARTICLE XII

BUYER'S RIGHT OF ENTRY

From and after the date of this Agreement and prior to delivery of a deed, Buyer, its agents, servants, employees and contractors authorized by Buyer, may enter upon said Real Estate for the purpose of surveying, boring, planning and all other acts related to such purposes, provided that any entry and acts related thereto shall not interfere with the transportation operations of Sellers, and that, prior to any entry, Buyer shall have given Sellers duly executed releases and indemnity agreements covering any claim arising out of such entry.

ARTICLE XIII

ENVIRONMENTAL IMPACT STUDY

Each party shall bear the cost of, and be responsible for, any environmental impact study required of it by any governmental agency. Both parties agree to cooperate with each other in all ways with respect to the furnishing of material and the obtaining of approval thereof.

ARTICLE XIV

CLOSING DOCUMENTS AND PROCEDURES

The Seller will provide at the Closing a deed, bill or bills of sale and assignments of leases and other rights called for hereby in form reasonably satisfactory to attorneys for the Buyer, Massachusetts documentary stamps as may be required by the purchase price, two sets of

plans adequate to define properly the Real Estate, one of which shall be in form adequate for recording. The cost of fees for recording of such plans shall be shared equally between the Buyer and the Sellers. If title to any of the land to be conveyed is Registered, the deed thereto shall be in form sufficient to entitle the Buyer to a Certificate of Title of such land and Sellers will deliver with said deed all instruments and plans, if necessary, to enable the Buyer to obtain such Certificate of Title.

ARTICLE XV

NO BROKERAGE COMMISSION

The Sellers represent that they have not engaged the services of any real estate broker to find a purchaser for the Real Estate.

The Buyer represents that it has not become interested in said Real Estate through the efforts of any real estate broker.

ARTICLE XVI

NOTICES

Any notice or other communication required or permitted to be given hereunder shall be deemed duly given when mailed by registered or certified mail addressed, in the case of notice to the Buyer, to it at 45 High Street, Boston, Massachusetts 02110, Attention of the Chairman of the Board of Directors, and in the case of notice to the Sellers, to them at 150 Causeway Street, Boston, Massachusetts 02114, or in the case of either party, to such other address as it shall have established as its address for receiving notices hereunder by a notice given in the manner above set forth.

ARTICLE XVII

APPROVALS AND CONDITIONS

A. This Agreement is subject, on the part of the Buyer, to subsequent approval by the Buyer's Board of Directors, by the Buyer's Advisory Board and by the Executive Department of Transportation and Construction of the Commonwealth of Massachusetts, and to such other approvals as may be required by law. It is further subject to obtaining a grant or loan from UMTA to finance the acquisition.

B. On the part of the Sellers, this Agreement is subject to subsequent approval of the Interstate Commerce Commission and of the United States District Court for the District of Massachusetts, and to the taking effect on the Closing Date of the Operating Agreement of even date hereof.

C. The performance of this Agreement shall, at the Sellers' option, be conditioned on the adoption of legislation, or other appropriate measures, providing that the Sellers shall be relieved of all liability with respect to any such taxes allocable to any period after the date of conveyance. In no event shall the Buyer be responsible for any real or personal property taxes outstanding on said property as of the date of conveyance or thereafter.

ARTICLE XVIII

SUCCESSORS, ASSIGNS AND TRANSFERREES

The Buyer hereby agrees that neither Robert W. Meserve nor Benjamin H. Lacy, nor any of their successors as Trustees of the Property of Boston and

Maine Corporation in the Proceedings for the Reorganization of a Railroad referred to above, shall be personally liable for the performance or non-performance of any of the Sellers' obligations hereunder and that upon the transfer of the freight business and remaining assets of the Sellers to the Reorganized Debtor, or any other party, pursuant to a plan of reorganization confirmed in said proceedings, or otherwise transferred, the Buyer and his successors and assigns will thereafter look solely to such transferee and its successors and assigns for the performance of all of the Sellers' 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 Sellers hereby or by the deed to be delivered hereunder 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 Sellers 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 Sellers hereby or by said deed, to a successor Trustee or Trustees, to the Reorganized Debtor or to any other party that succeeds to substantially all of such rights

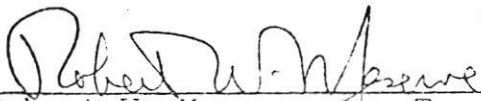
and easements, shall require as a condition thereof that the transferee accept and assume all of the rights and obligations of the Sellers as Operator under any operating contract between the Sellers and the Buyer then in effect.

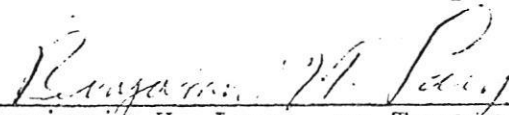
IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized representatives on the day and year first above mentioned.

MASSACHUSETTS BAY TRANSPORTATION
AUTHORITY


Robert R. Kiley, Chairman

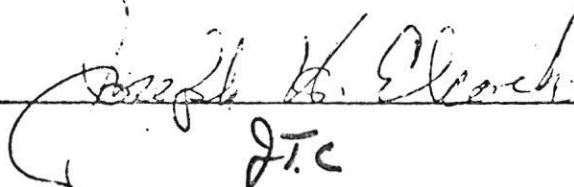
ROBERT W. MESERVE and BENJAMIN H.
LACY, as Trustees of the Property
of BOSTON AND MAINE CORPORATION,
Debtor


Robert W. Meserve, as Trustee and not
individually


Benjamin H. Lacy, as Trustee and not
individually

Approved as to form.

General Counsel, MBTA


J.H.E. J.C. J.C.

WEST ROUTE MAIN LINE
VALUATION SECTION 2

MAP NO.	ENG. STA.
15	894+40
	947+20
16	947+20
	1000+00
17	1000+00
	1052+80
18	1052+80
	1105+60
19 thru 22	1105+60
	1316+80
23	1316+80
	1369+60
24	1369+60
	1422+40
25	1422+40
	1475+20
26	1475+20
	1528+00
27	1528+00
	1580+80
28	1580+80
	1633+60
29	1633+60
	1679+20
30	1679+20
	1732+00
31	1732+00
	1784+80
32	1784+80
	1837+60
33	1837+60
	1890+40
34	1890+40
	1921+15

EASTERN ROUTE MAIN LINE
VAL SEC 3

MAP NO.	ENG. STA.	MAP NO.	ENG. STA.
1	143+09.3 195+84.0	20	1146+24 1199+04
2	195+84 248+64	21	1199+04 1251+84
3 thru 7	248+64 512+64	22	1251+84 1304+64
8	512+64 565+44	23	1304+64 1357+44
9	565+44 618+24	24	1357+49 1410+24
10	618+24 671+04	25	1410+24 1463+04
11	671+04 723+84	26	1463+04 1515+84
12	723+84 776+64	27	1515+84 1568+64
13	776+64 829+44	28	1568+64 1621+44
14	829+44 882+24	29	1621+44 1674+24
15	882+24 935+04		
16	935+04 987+84	30	1674+24 1727+04
17	987+84 1040+64	31 thru 34	1727+04 1938+24
18	1040+64 1093+44	35	1938+24 1991+04
19	1093+44 1146+24	36 thru 39	1991+04 2188+85

CENTRAL MASSACHUSETTS BRANCH
VAL SEC 5

MAP NO.	ENG. STA.
	1+30
1 thru 4	208+40
	208+40
5 thru 9	473+40
	472+40
10	525+20
	525+20
11 thru 14	736+40
	736+40
15	788+50
	788+50
16	842+22
	842+00
17 thru 19	1000+40
	1000+40
20	1052+68
	1052+68
21	1106+00
	1106+00
22	1158+80
	1158+80
23	1211+60
	1211+60
24	1264+40
	1264+40
25	1317+20
	1317+20
26 thru 27	1372+80
	1372+80
28	1425+60
	1425+60
29	1478+40
	1478+40
30	1531+20

NEWBURYPORT BRANCH
VAL SEC 7.3

MAP NO.	ENG. STA.
1	0+0 52+80
2 thru 15	52+80 789+20

MANCHESTER & LAWRENCE BRANCH
VAL SEC 7.4

1	0+0 48+00
2	48+00 100+80
3	100+80 153+60
4	153+60 196+48.4 = 3.72 MILES

SAUGUS BRANCH
VAL SEC 7.7

1 thru 10	147+52.31 661+62
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EAST BOSTON BRANCH
VAL SEC 7.8

1 thru 2	0+0 97+29
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9700 feet
 29

$$\frac{9729}{5280} = 1.8426 \text{ miles}$$

DANVERS BRANCH
VAL SEC 7.12

MAP NO.	ENG. STA.
	0+0
1	45+0
	45+0
2	95+0
	95+0
3	147+80
	147+80
4	200+60
	200+60
5 thru 6	305+20

GLOUCESTER BRANCH
VAL SEC 7.13

MAP NO.	ENG. STA.	MAP NO.	ENG. STA.
1 thru 2	890+29 1092+80	9	1409+60 1462+40
		10	1462+40 1515+20
3	1092+80 1145+60	11	1515+20 1568+0
4	1145+60 1198+40	12 thru 13	1568+0 1673+60
5	1198+40 1251+20	14	1673+60 1726+40
6 thru 7	1251+20 1356+80	15 thru 16	1726+40 1832+0
8	1356+80 1409+60	17	1832+0 1868+97.5

NEW HAMPSHIRE ROUTE MAIN LINE
VAL SEC 13.1

MAP NO.	ENG. STA.
1	125+91.3 178+71
2	178+71 231+51
3	231+51 284+31
4	284+31 337+11
5	337+11 389+91
6 thru 7	389+91 495+51
8	495+51 548+31
9 thru 14	548+31 865+11
15	865+11 865+11 917+91
16	917+91 970+71
17	970+71 1023+51
18	1023+51 1076+31
19	1076+31 1129+11
20	1129+11 1181+91
21	1181+91 1220+00
22	1220+00 1260+70
23	1260+70 1306+70
24	1306+70 1355+20

LEXINGTON BRANCH
VAL SEC 13.2

MAP NO.	ENG. STA.
1 thru 3	1+41 156+99
3a	0+0 40+0
4 thru 10	156+99 526+59
11	526+59 579+39
12 thru 13	579+39 672+80

NORTHERLY END LEXINGTON BRANCH
VAL SEC 13.3

6	264+00 320+06
7 thru 8	320+06 425+66

(WOBURN BRANCH) WINCHESTER
VAL SEC 13.4

1	0+0 51+50
2	51+50 104+30

STONEHAM BRANCH
VAL SEC 13.5

1 thru 3	0+3 127+46
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2.41 miles

WILMINGTON JUNCTION BRANCH
VAL SEC 13.6

MAP NO .	ENG. STA.
	0+00
1 thru 2	86+00
	86+00
3	129+00
	129+00
4	172+41

NEW HAMPSHIRE ROUTE MAIN LINE
VAL SEC 15

	1350+11
1	1402+80
	1402+80
2 thru 3	1508+40
	1508+40
4	1561+20
	1561+20
5 thru 7	1719+60
	1719+60
8	1771+00
	1771+00
9	1818+41

FITCHBURG ROUTE MAIN LINE
VAL SEC 36.1

MAP NO.	ENG. STA.	MAP NO.	ENG. STA.
1	105+10	28 thru 29	1501+60
	157+20		1607+20
2	157+20	30	1607+20
	210+00		1660+00
3	210+00	31 thru 34	1660+00
	250+00		1871+20
4 thru 13	250+00	35	1871+20
	762+40		1924+00
14	762+40	36	1924+00
	815+20		1976+80
15	815+20	37	1976+80
	868+00		2029+60
16	868+00	38	2029+60
	920+00		2082+40
17	920+00	39	2082+40
	973+60		2134+00
18	973+60	40	2134+00
	1026+40		2188+00
19 thru 22	1026+40	41	2188+00
	1237+60		2240+80
23	1237+60	42	2240+80
	1290+40		2293+60
24 thru 25	1290+40	43 thru 46	2293+60
	1396+00		2500+00
26	1396+40	47	2500+00
	1448+80		2552+50
27	1448+80	48	2552+50
	1501+60		2584+00
		49	2584+00
			2619+12.44

MAYNARD BRANCH
VAL SEC 36.3

MAP NO.	ENG. STA.
1 thru 3	0+25.77 155+60

MARLBORO BRANCH
VAL SEC 36.3

8	366+80 419+60
9 thru 13	419+60 653+98.8

GREENVILLE BRANCH
VAL SEC 36.4

1	0+89 50+0
2 thru 7	50+0 366+80
8	366+80 419+60
9	419+60 472+40
10	472+40 525+20
11	525+20 578+00
12 thru 15	578+00 743+24

BOSTON YARDS
VAL SEC 1

MAP NO.	ENG. STA.
	0+0
SL1	35+68
	35+68
SL2	80+25
	80+25
SL2a	91+90
	80+25
SL3	137+97
	91+90
SL3a	114+40
	114+40
SL5	143+09

BOSTON YARDS
VAL SEC 12

	0+0
SL1	43+82
	43+82
SL2	93+92
	0+0
SL2a	48+92
	93+92
SL3	123+0

BOSTON YARDS
VAL SEC 35

	0+0
SL1	34+78
	34+78
SL2	76+50
	76+50
SL3	105+13

BILLERICA
VAL SEC 7.18

	0+0
SL1	80+40

SALEM & LOWELL BRANCH
VAL SEC 13.7

MAP NO.	ENG. STA.
4	153+60
	206+40
5	206+40
	259+20
6	259+20
	312+00
7	312+00
	364+80
8	364+80
	417+60

EXHIBIT B
SCHEDULE OF
EQUIPMENT

SELF PROPELLED RAIL DIESEL MOTOR CARS

<u>NUMBER</u>	<u>TYPE</u>	<u>DATE BUILT</u>
6100	RDC-1	4-52
6101	"	"
6102	"	4-53
6103	"	"
6104	"	11-53
6105	"	"
6112	"	4-55
6113	"	"
6115	"	"
6117	"	"
6118	"	"
6120	"	5-55
6122	"	"
6123	"	"
6124	"	"
6125	"	"
6126	"	"
6127	"	"
6128	"	"
6129	"	"
6131	"	6-55
6132	"	"
6133	"	"
6134	"	"
6135	"	"
6136	"	"
6137	"	"
6138	"	"
6139	"	"
6141	"	"
6143	"	7-55
6144	"	"
6145	"	"
6146	"	"
6147	"	"
6148	"	"
6149	"	2-55
6151	"	"
6152	"	8-56
6153	"	"
6154	"	3-57
6155	"	"
6156	"	"
6201	RDC-2	1-55
6202	"	2-55
6203	"	"
6204	"	"

<u>NUMBER</u>	<u>TYPE</u>	<u>DATE BUILT</u>
6206	RDC-2	2-55
6207	"	"
6208	"	"
6209	"	"
6210	"	3-55
6211	"	8-55
6212	"	9-56
6213	"	"
6214	"	"
6300	RDC-3	5-52
6301	"	5-53
6302	"	9-53
6303	"	2-58
6304	"	"
6306	"	"
6903	RDC-9	8-56
6904	"	"
6905	"	"
6906	"	"
6907	"	9-56
6908	"	"
6909	"	"
6910	"	"
6911	"	"
6912	"	"
6913	"	"
6914	"	"
6916	"	"
6918	"	10-56
6921	"	"
6922	"	"
6923	"	"
6924	"	11-56
6926	"	12-56
6927	"	"
6928	"	"
6929	"	"

In addition, there are the following cars no longer in service and used for spare parts.

6114	RDC-1	4-55
6917	RDC-9	10-56
9081	RDC-X	N.A.

In addition, all used parts and components, and all parts and materials inventory for which Buyer has previously paid the Seller, for self propelled rail diesel motor cars in sellers possession excepting any Cummins engines and associated parts.

EXHIBIT B
SCHEDULE OF
PERSONAL PROPERTY

INVENTORY OF HEAVY MACHINERY

BILLERICA SHOP

<u>No.</u>	<u>DESCRIPTION</u>	<u>BUILDER</u>
1011	Air Bulldozer	B&M
1244	Bolt Threader Do. Head	Acme
1245	Bolt Threader Do. Head	Acme
1326	Boring Mill 42"	Bullard
1347	Boring Mill 54"	Bullard
1373	Boring Mill Horizontal	Lucas
1393	Boring Mill Car Wheel Man-Au-Trol	Bullard
1424	Boring Bar	Cedar Rapids Co.
1476	Cleaning Booth	Mahon
1479	Perfecto Peen Machine	
1533	Upright Drill	Buffalo
1618	Radial Drill 4'	American
1644	Radial Drill 6'	American
1667	Centering Machine	D. E. Whiton Co.
2221	Car Bottom Furnace	Oxweld Company
2230	Michigan Baking	Michigan Co.
2460	Guide Bar Grinder	Bridgeport
2467	Milling Outter Radius & Face Grinder	Oliver
2470	Piston Rod Grinder	Norton
2473	Bushing Grinder	Suman
2901	Conveyor & Elevator	
2915	Hauling Winch	Mead Morrison
4242	Lathe Engine 50"	New Haven
4261	Lathe Turret 8A	J'L
4287	Lathe Gap	Betts Bridgeford
4290	Lathe Axle Car	Betts Bridgeford
4291	Lathe Axle Car	Betts Bridgeford
4295	Lathe Car	Sellers
5302	Milling Machine	Cincinnati
5308	Milling Machine	Brown & Sharp
5525	Paint Sprayer	Nordson
5608	Press	B&M
5624	Press	K. R. Wilson
5626	Press	K. R. Wilson
5627	Press	K. R. Wilson
5630	Press 50-ton	Chambersburg Co.
5631	Press 50-ton	K. R. Wilson
5635	Press 100-ton	Chambersburg Co.
5637	Press Portable Crank Pin	Watson-Stillman
5643	Press Car Wheel Misfit	R. D. Wood
5646	Press Car Wheel-Mounting	Chambersburg Co.
2652	Air Hammer 4N	Nazel

<u>No.</u>	<u>DESCRIPTION</u>	<u>BUILDER</u>
5647	Press Car Dbl. Pulling	Chambersburg Co.
5653	Press Drive Wheel	R. D. Wood
5807	Punch, Angle Iron	Kling Bros.
5817	Punch, 60"	Hilles & Jones
5827	Punch, Angle Iron	Oaking
5847	Punch, 60"	Hilles & Jones
5868	Punch and Shear	Cleveland
6076	Metalayer	Spry
6240	Shaper Hydraulic	Rockford
6313	Squaring Shear 96"	Niagra
6314	Gap Shear	Dries & Krump
6342	Bending Brake	Dries & Krump
6343	Bending Brake	Dries & Krump
6420	Slotter 25" Stroke	Dill Mach. Co.
6750	Dynetric Balancer	Gisholt
6752	Armature Winding Tester	GE
6753	Dynamometer	Clayton
7129	Motor Generator Set 60V 1000 Amp	Westinghouse
7133	Battery Charger MG #1	
2707	Traveling Crane 65-ton	Shaw
2708	Traveling Crane 65-ton	Shaw
2713	Traveling Crane 25-ton	Shaw
2717	Traveling Crane 25-ton	Shaw
2730	Traveling Crane 10-ton	Shaw
2731	Traveling Crane 10-ton	Shaw
2732	Traveling Crane 10-ton	Shaw
2736	Traveling Crane 10-ton	Shaw
2737	Traveling Crane 10-ton	Shaw
2738	Traveling Crane 10-ton	Shaw
2745	Crane Bridge with Cab 2775 10-ton	Shaw
2749	Crane Bridge for 5-ton Hoist 2779	Conco
2775	10-ton Hoise on Bridge 2745	Maris Bros.
2779	5-ton Hoist on Bridge 2749	Shepard
2782	5-ton Hoise and Crane	Shepard
2784	3-ton Air Hoise	Ingersoll Rand
3	2-ton Air Hoists	
3	2-ton Electric Hoists	
1	1½-ton Air Hoise	
3	1½-ton Electric Hoists	
11	1-ton Air Hoists	
3	½-ton Air Hoists	
4	½-ton Electric Hoists	

INVENTORY OF SELECTED OTHER EQUIPMENT

BILLERICA SHOP

<u>No.</u>	<u>DESCRIPTION</u>	<u>BUILDER</u>
1500	Chill Chest - Sub Zero	
1503	Drill Sensitive #4	Chas. Allen
1505	Drill Sensitive #15	Buffalo
1512	Drill Sensitive #20	Cannedy Otto
1519	Drill Sensitive #12	Buffalo
2274	Tool Grinder	Standard
2280	Double Grinder	Hammond
2282	Double Grinder	Hammond
2283	Double Grinder	Hammond
2291	Double Grinder Chip Braker	Hammond
2292	Double Grinder	Hammond
2298	Double Grinder	Bridgeport
2300	Double Grinder	Std. El. Tool Co.
2308	Double Grinder Post	Clev. Am. Works
2355	Double Grinder	Ransom
2358	Double Grinder	Ransom
2359	Double Grinder	Ransom
2364	Double Grinder Bench	Azor
2392	Tool Grinder	Davis Boring Tool
2396	Drill Grinder #2C	Black Diamond
2398	Drill Grinder	Oliver
2402	Drill Grinder	Covel
2499	Buffer	St. El. Tool Co.
4005	Lathe Speed 11" x 5"	Blount
4046	Lathe Engine	Pratt & Whitney
4128	Lathe Engine	American
4193	Lathe Engine	Monarch
6107	Hack Saw	Robertson
6109	Hack Saw	Marvel
6316	Circular Shear	Peck, Stow & Wilcox
6325	Unishear	Unishear Co.
6328	Turret Punch	Wiedeman
6353	Rotary Machine	Peck, Stow & Wilcox
6511	Sewing Machine	Singer
6512	Sewing Machine	Singer
7103	Arc Welder 200 Amp	Westinghouse
7105	Sigma Welder	Linde Products
7107	Arc Welder 200 Amp	Westinghouse
7108	Arc Welder 200 Amp	Westinghouse
7112	Arc Welder 400 Amp DC	Miller
7140	Arc Welder	Lincoln
7157	Arc Welder	Lincoln
45-1	Lift Truck 10T	Elwell Parker
46-2	Crane Truck 6000# CX-4	Elwell Parker
1804	Lift Truck EP-6	Elwell Parker
1839	Lift Truck EP-6	Elwell Parker

INVENTORY OF SELECTED OTHER EQUIPMENT

BOSTON ENGINE TERMINAL

<u>No.</u>	<u>DESCRIPTION</u>	<u>BUILDER</u>
1472	High Pressure Washer	Hotsy
1480	Power Floor Machine	G.H. Tennant Co.
1616	Radial Drill 3'	American
2033	Forge Single	
2875	Safety Tower	Marr
2920	Car Puller	Joy Mfg. Co.
4305	Wheel Turning Machine	St. Ty. Equip.
5352	Oil Dispenser	Steward Warner

INVENTORY OF SELECTED OTHER EQUIPMENT

BOSTON ENGINE TERMINAL

<u>No.</u>	<u>DESCRIPTION</u>	<u>BUILDER</u>
1507	Sensitive Drill	Prentice
1868	Blower Motor Driver	Johnson Mfg. Co.
2287	Grinder	U.S. Electric
2301	Emery Wheel Double Grinder	Baldor Hammond
7141	Arc Welder SAE 300	Lincoln
7142	Arc Welder Portable 300	Westinghouse
7143	Arc Welder Portable 300	Westinghouse
7144	Arc Welder Portable 300 Amp	General Electric

EXHIBIT D

SIGNALLING AND GRADE CROSSING EXPENSE FORMULA

(1) Sellers system-wide signalling and grade crossing protection cost on signalled Main Track on lines under the operating and maintenance control of Sellers shall be the sum of all expenses properly chargeable to the following accounts as described in the Uniform System of Accounts for Railroad Companies prescribed by the Interstate Commerce Commission and in effect on July 2, 1975; to the extent such costs are incurred to maintain or operate such facilities on said Main Track:

Account 249	Signals and Interlocking
Account 404	Signal and Interlocking Operation
Account 405	Crossing Protection

(2) Sellers average system-wide cost per train mile on signalled Main Track on lines which are under operating and maintenance control of Sellers shall be the sum of the costs calculated in paragraph (1) above divided by the number of train miles operated by Sellers over said Main Tracks.

EXHIBIT E

LINE MAINTENANCE EXPENSE FORMULA

(1) Sellers system-wide cost for line maintenance expenses, other than Signals and Crossing Protection Devices, on all Main Track on lines under the operating and maintenance control of the Sellers shall be the sum of all expenses properly chargeable to the following accounts as described in the Uniform System of Accounts for Railroad Companies prescribed by the Interstate Commerce Commission and in effect on July 2, 1975, to the extent such costs are incurred to maintain or operate such facilities on said Main Track as shown below:

That portion of total expense incurred in maintenance of Running tracks properly chargeable to the accounts below:

Account 202	Roadway Maintenance
Account 206	Tunnels & Subways
Account 208	Bridges, Trestles & Culverts
Account 212	Ties
Account 214	Rails
Account 216	Other Track Material
Account 218	Ballast
Account 220	Track Laying and Surfacing
Account 221	Fences, Snowsheds & Signs
Account 269	Roadway Machines
Account 229	Roadway Buildings

That portion of the sum of the expenses below equal to the proportion of expenses chargeable to Accounts 201 through 282 (except those above and Accounts 266 and 267) related to maintenance of Running tracks to total expenses chargeable to said Accounts.

Account 201	Superintendence
Account 271	Small Tools & Supplies
Account 274	Injuries to Persons
Account 275	Insurance
Account 277	Health & Welfare
Account 272	Removing Snow & Ice & Sand
Account 273	Public Improvements - Maintenance
Account 282	Other Expenses

(2) Sellers average system-wide cost per gross ton mile on all Main Track on lines under the operating and maintenance control of Sellers shall be the sum of costs calculated in paragraph (1) above divided by the number of gross ton miles operated by Sellers over said Main Tracks.