19337

## JENNER & BLOCK

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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March 31, 199 19336

VIA MESSENGER

Mr. Vernon A. Williams Secretary Interstate Commerce Commission Room 2215 12th & Constitution Avenue NW Washington, DC 20423

فاعتم والمعروب والهوال والمال

Re: Recordation of Bill of Sale and Equipment Lien

Dear Mr. Williams:

I have enclosed an original and two copies of the primary documents described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code. As an attorney for the Boston and Maine Corporation, one of the parties to the transactions described herein, I have knowledge of the matters set forth in this letter.

1. VThe first document is a Bill of Sale, a primary document, dated March 30, 1995.

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

Seller:

SHAWMUT BANK CONNECTICUT, N.A. (not in its individual capacity

but solely as Trustee)

777 Main Street Hartford, CT 06115

Attn: Bond & Trustee Administration

Buyer:

BOSTON AND MAINE CORPORATION

Iron Horse Park

North Billerica, MA 01862

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Mr. Vernon A. Williams March 31, 1995 Page 2

A description of the equipment covered by the Bill of Sale is attached as Schedule A.

A short summary of the document to appear in the index follows:

Bill of Sale executed on behalf of SHAWMUT BANK CONNECTICUT, N.A., not individually but solely as Trustee ("Seller"), dated March 30, 1995, conveying all of Seller's right title and interest in the 32 locomotives, 100 gondola cars, 38 covered hopper cars, 61 (3032 cu. ft.) hopper cars and 26 (1844 cu. ft.) hopper cars identified on Schedule A hereto to BOSTON AND MAINE CORPORATION, a Delaware corporation.

2. The second document is titled AGREEMENT, is dated March 31, 1995, and is a primary document providing, inter alia, for the grant of security interests in locomotives and rail cars.

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

Securing Parties:

BOSTON AND MAIN CORPORATION

Iron Horse Park

North Billerica, MA 01862

(Owner)

GUILFORD TRANSPORTATION INDUSTRIES, INC.

402 Amherst Street

Suite 300

Nashua, NH 03063

(Guarantor)

SPRINGFIELD TERMINAL RAILWAY COMPANY, and

MAINE CENTRAL RAILROAD COMPANY

Iron Horse Park

North Billerica, MA 01862

(Guarantor)

Secured Party:

FIRST NH BANK
Portsmouth Office
134 Pleasant Street
Portsmouth, NH 03801

Mr. Vernon A. Williams March 31, 1995
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A description of the equipment covered by the Agreement is attached as Schedule A, EXCLUDING THEREFROM, however, three General Motors Locomotives: Model GP-38, Identifying Nos. 253 and 257 and Model GP-9, Identifying No. 471.

A short summary of the Agreement to appear in the index follows:

Agreement between Boston and Maine Corporation (owner of the cars and grantor of the security interest) and Springfield Terminal Railway Company, Maine Central Railroad Company and Guilford Transportation Industries, Inc. as related parties and First NH Bank as grantee (secured party) dated March 31, 1995 granting to First NH Bank a security interest in 19 locomotives, 100 gondola cars, 38 covered hopper cars, 61 (3023 Cu. ft.) hopper cars, and 26 (1844 cu. ft.) hopper cars, identified on Schedule A, EXCLUDING THEREFROM, however, three General Motors Locomotives: Model GP-38, Identifying Nos. 253 and 257 and Model GP-9, Identifying No. 471.

A fee of \$42.00 is enclosed for recording both documents. Please return the original and any extra copies of the documents not needed by the Commission for recordation to:

John R. Nadolny General Counsel Boston and Maine Corporation Iron Horse Park North Billerica, MA 01862

Jefferson Glassie

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Enclosures

CHK50353.LET-663\dmo



# Interstate Commerce Commission Washington, B.C. 20423-0001

731/95

Office Of The Becretary

Jefferson C. Glassie Jenner & Block 601 Thirtsenth Street, NW., 12th Floor Washington, DC., 20005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/31/95 at 2:55PM, and assigned recordation number(s). 19336 and 19337.

Sincerely yours,

Vernon A. Williams Secretary

Enclosure(s)

\$\\_\_\_42.00\text{The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature tenico m. Fort

#### Bill of Sale

KNOW ALL MEN BY THESE PRESENTS that Shawmut Bank Connecticut, N.A., not in its individual capacity, but solely as Trustee, as Lessor under that certain Amended and Restated Equipment Lease Agreement dated as of September 28, 1990 between it and Boston & Maine Corporation (hereinalter referred to as "Buyer"), for and in consideration of the sum of Three Million, Four Hundred Fifty Eight Thousand, One Hundred and Sixty Dollars (\$ 3,458,160) and other good and valuable consideration paid to Lessor by Buyer, the receipt of which is hereby acknowledged, Lessor, hereby grants, bargains, sells, conveys, transfers and sets over unto Buyer, its successors and assigns, all of Lessor's rights, title and interest in and to the equipment described on Schedule A attached hereto and made a part hereof (herein collectively called the "Equipment"), the purchase price of each item of Equipment being indicated thereon.

Lessor hereby warrants and represents to Buyer and its successors and assigns that Lessor has good legal title to, and good and lawful right to sell, the Equipment, that the Equipment is free and clear of any and all claims, liens, security interests and other encumbrances of any kind or nature arising by through or under Lessor, and that upon the delivery of this Bill of Sale to Buyer, Buyer will have good and marketable title to the Equipment free and clear of any and all such claims, liens, security interests and other encumbrances.

IN WITNESS WHEREOF, Lessor has caused this Bill of Sale to be duly executed in its name by its duly authorized officer and its corporate scal to be affixed hereto this 30<sup>TH</sup> day of MARCH, 1995.

Shawmut Bank Connecticut, N.A., not in its individual capacity, but solely as Trustee
(Lessor)

By: XXIII
Its: VICE PRESIDENT

AFFIDAVIT BY LESSOR

COUNTY OF HARTFORD ) STATE OF COUNTY OF HARTFORD ) STATE OF COUNTY OF HARTFORD ) STATE OF COUNTY OF HARTFORD )

The undersigned, being duly sworn, deposes and says that (1) he is the VKE PRESIDENT of SHAWMUT BANK CONNECTICUT, N.A., the Lessor named in the foregoing Bill of Sale, that the consideration for said Bill of Sale was actual and adequate, that said Bill of Sale was given in good faith for the purpose therein set forth, that this deponent has knowledge of these facts, and that (s)he is authorized to and does make this affidavit for and on behalf of Lessor.

#### NOTARIZATION

The above Affidavit by Lessor was subscribed and sworn to before me this 30 day of MACCH, 1995

My commission expires: \_\_\_

DAWN P. HEINTZ

NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1997

Notary Public

# SCHEDULE A EQUIPMENT

### Locomotives:

<u>Ouantity</u>	Manufacturer	Description	Identifying Numbers
14	General Motors	model GP-40	326 through 335, 338, 339, 340, 342
6	General Motors	model GP-38	252, 253, 254, 257 261, 262
1	General Motors	model GP-9	471
1	General Motors	model GP-7	470

# Rolling stock:

Ouantity	Description	Identifying Numbers
100	2244 cu.ft. gondola car	9000 through 9099
38	4460 cu.ft. covered hopper car	3401, 3403 through 3409, 3411, 3412, 3413, 3415, 3416, 3419 through 3422, 3424, 3426, 3427, 3428, 3430 through 3440, 3443, 3444, 3446, 3447, 3449, 3450
61	3023 cu.ft. hopper car	1001, 1007, 1011, 1013, 1022, 1025, 1030, 1031, 1047, 1048, 1054, 1056, 1057, 1060, 1062, 1068, 1075, 1077, 1081, 1083, 1084, 1093, 1094, 1100, 1103, 1105, 1111, 1112, 1114, 1115, 1117, 1118, 1121, 1122, 1126, 1127, 1128, 1133, 1136, 1138, 1139, 1143, 1146, 1150, 1151, 1152, 1155, 1156, 1160, 1163, 1165, 1169, 1170, 1174, 1180, 1182, 1184, 1189, 1192, 1195, 1198.
26	1844 cu.ft. hopper car	269, 308, 326, 355, 342, 1252, 1255, 1259, 1267, 1278, 1279, 1300, 1301, 1312, 1316, 1318, 1325, 1328, 1338, 1339, 1341, 1354, 1359, 1333, 1350, 1364