

THE STATE STREET CORPORATION
108 North State Street
CHICAGO 2, ILLINOIS

APR 29 '57 149589

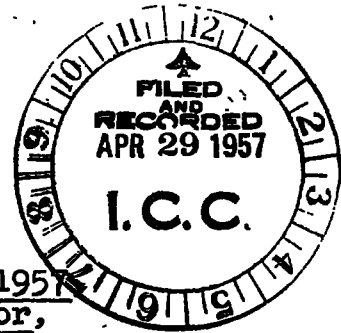
RECORDATION No. 1178-A

April 25, 1957

(Filed pursuant to the
Provisions of Section 20c
of the Interstate Commerce Act)

5/9/57

Secretary
Interstate Commerce Commission
Interstate Commerce Commission Building
Washington 25, D.C.



Dear Sir:

Lease of Railroad Equipment dated January 10, 1957
between The State Street Corporation, as Lessor,
and Boston and Maine Railroad, as Lessee

Pursuant to Part 57 of Title 49 of the Code of Federal Regulations, the undersigned is enclosing herewith for recording under Section 20c of the Interstate Commerce Act three original counterparts of an Agreement dated March 22, 1957, between the undersigned and Boston and Maine Railroad which is an amendment to a Lease of Railroad Equipment dated January 10, 1957, between the undersigned, as Lessor, and Boston and Maine, as Lessee, which Lease was recorded by you under Section 20c of the Interstate Commerce Act at 10:15 A.M., on April 29, 1957, and assigned recordation number 1178.

The names and addresses of the parties to the above-mentioned Agreement are as follows:

Lessor: The State Street Corporation,
108 North State Street,
Chicago 2, Ill.

Lessee: Boston and Maine Railroad,
150 Causeway Street,
Boston 14, Mass.

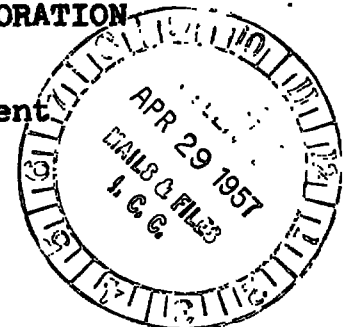
In payment of the recording fee, there is also enclosed herewith a check to the order of the Commission in the amount of \$10.

Please stamp and return to the bearer of this letter those copies of the enclosed Agreement you do not require for your files.

Yours very truly,

THE STATE STREET CORPORATION

By *Sheldon Kaplan*
President



*Rec'd by
4/29/57*

*4-29-57
10:30 am
EJB*

Remittance \$10.
held in
Secy's Office
4/29/57 EM

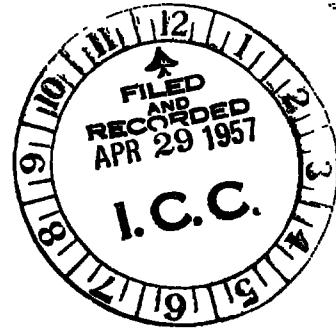
RECORDATION No. 1178-A

APR 29 '57 149589

(Filed pursuant to the
Provisions of Section 20c
Interstate Commerce Act)

~~EXHIBIT~~

TRUST AGREEMENT AND ASSIGNMENT, dated
A^s of *MARCH 1*, 1957, made by and between
THE STATE STREET CORPORATION, a Delaware corpora-
tion (hereinafter called the Corporation), and THE
HANOVER BANK, a New York corporation (hereinafter
called the Trustee);



WHEREAS, the Corporation has agreed to acquire ap-
proximately 300 rebuilt 50-ton steel railroad gondola cars
and proposes to deliver to the Boston and Maine Railroad
(hereinafter called the Railroad) such cars as shall be
delivered to and accepted by the Railroad as provided in
Section 2 of the Lease (hereinafter called the Lease) dated
January 10, 1957 (those of said cars which shall be
delivered to and accepted by the Railroad as provided in
said Section 2 being hereinafter called the Cars), for the
rentals and on the terms set forth in the Lease; and

WHEREAS, certain institutions (hereinafter collectively
called the Participants) have entered into a Purchase
Agreement dated as of January 10, 1957 (hereinafter called
the Purchase Agreement), wherein they have agreed to
purchase from the Corporation the right to receive pay-
ments during the Term of the Lease (as that term is
defined in Section 3 of the Lease), and have subscribed to
a fund to make such purchase; and

WHEREAS, as a condition to such purchase, the Partici-
pants have required the Corporation to enter into this
Trust Agreement, and to convey to the Trustee all of its
right, title and interest in and to the Lease and in and to
the Cars, to be held by the Trustee in trust under the
terms and conditions of this Trust Agreement as security
for the payment of the sums to become due the Partici-
pants;

Now, THEREFORE, in consideration of the premises and
of the mutual covenants herein contained and of the pur-



chase and acceptance by the Participants of Trust Certificates hereinafter more fully described, and in order to secure the payment of the sums to become due to the Participants, the Corporation does hereby assign, transfer and set over unto The Hanover Bank, as Trustee, and to its successors, (a) the Lease and all rentals and other moneys to come due under the Lease and all of the rights, powers and privileges of the Corporation as Lessor thereunder and (b) the Cars, IN TRUST, HOWEVER, upon the terms, conditions and trusts herein set forth, and for the equal and proportionate benefit and security of those who shall from time to time be the registered owners of Trust Certificates to be issued hereunder, without preference of any Trust Certificate over any other Trust Certificate by reason of the time of the issuance thereof, or otherwise.

ARTICLE I

DESCRIPTION AND MANNER OF EXECUTION, ISSUANCE AND TRANSFER OF TRUST CERTIFICATES

SECTION 1.1. The Trust Certificates to be issued hereunder shall be substantially in the following form:

No.

TRUST CERTIFICATE

THE HANOVER BANK (hereinafter called the Trustee), as Trustee under a Trust Agreement dated _____, 1957 (hereinafter called the Trust Agreement), between THE STATE STREET CORPORATION and the Trustee, hereby certifies that _____, the registered owner of this Trust Certificate, has an interest of % in all sums of money distributable by the Trustee to holders

of Trust Certificates under the terms of the Trust Agreement, all as more fully set forth in the Trust Agreement; *subject, however*, to all the terms and conditions of the Trust Agreement.

This Trust Certificate may be transferred at the office of the Trustee in the Borough of Manhattan, City of New York, New York, by the registered owner in person or by duly authorized attorney, upon surrender and cancellation hereof as provided in the Trust Agreement; and upon such transfer a new Trust Certificate or Certificates representing a like aggregate percentage will be issued to the transferee. The Trustee and any other person may treat the person in whose name this Trust Certificate is registered as the absolute owner hereof for the purpose of receiving payments in respect of this Trust Certificate and for all other purposes, and shall not be affected by any notice to the contrary.

IN WITNESS WHEREOF, the Trustee has caused this Trust Certificate to be signed by one of its Vice Presidents or by one of its Assistant Vice Presidents.

THE HANOVER BANK, Trustee

By

Vice President

SECTION 1.2. Trust Certificates issued hereunder shall be issued in multiples of 0.0000001%, shall be signed in the name and on behalf of the Trustee by one of its Vice Presidents or by one of its Assistant Vice Presidents, and shall be dated as of the date of execution by the Trustee. In the event that a Participant shall fail to make a payment required to be made pursuant to the Purchase Agreement and the Corporation, pursuant to the last paragraph of Paragraph 4 of the Purchase Agreement, shall elect to

retain for itself, or for any other person or corporation, a beneficial interest in the payments to become due during the Term of the Lease equal to the interest therein which the defaulting Participant would have had if such defaulting Participant had made payment under the Purchase Agreement, or in the event that a Participant shall fail to make any payment required of it pursuant to Paragraph 6 of the Purchase Agreement, the Trustee shall notify such defaulting Participant to deliver to the Trustee the Trust Certificate theretofore issued to it so that the Trustee may replace it with a new Trust Certificate evidencing its actual Participation in the payments to become due during the Term of the Lease. No Trust Certificate shall have any priority over any other Trust Certificate.

SECTION 1.3. The Trustee shall keep at its principal office in the Borough of Manhattan, City of New York, New York, books for the registration and transfer of Trust Certificates and shall make transfers of Trust Certificates as set forth in this Section 1.3. Whenever a Trust Certificate, accompanied by a written instrument of transfer in form approved by the Trustee executed by the registered owner in person or by a duly authorized attorney in his behalf, shall be surrendered for transfer, the Trustee shall execute and deliver in exchange for such surrendered Trust Certificate a new Trust Certificate or Certificates for a like aggregate percentage, registered in such name or names as may be requested by the transferor. In every case of transfer of a Trust Certificate the Trustee shall forthwith cancel the surrendered Trust Certificate. For any transfer of Trust Certificates the Trustee may require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge. Except as above provided, no charge shall be made for any transfer of such Trust Certificate. For all purposes hereof, Trust Certificates shall be deemed to have been transferred at the opening of business on the day presented to the Trustee for transfer.

SECTION 1.4. The Trustee and any other person may deem and treat the registered owner of any Trust Certificate as the absolute owner of such Trust Certificate for the purpose of receiving any payment in respect thereof and for all other purposes, and neither the Trustee nor any other person shall be affected by any notice or knowledge to the contrary.

SECTION 1.5. In case any Trust Certificate shall become mutilated, defaced, lost, stolen or destroyed, then, on the terms hereinafter set forth and not otherwise, the Trustee shall execute and deliver a new Trust Certificate of like tenor and date, and bearing the same serial number, as the Trust Certificate mutilated, defaced, lost, stolen or destroyed, in exchange and substitution for, and upon cancellation of, the mutilated or defaced Trust Certificate, or in lieu of and in substitution therefor if lost, stolen or destroyed. The applicant for a new Trust Certificate shall furnish to the Trustee evidence satisfactory to it of the loss, theft or destruction of such Trust Certificate alleged to have been lost, stolen or destroyed, and of the ownership and authenticity of such mutilated, defaced, lost, stolen or destroyed Trust Certificate, and also such security or indemnity as may be required by the Trustee in its discretion, and shall pay all expenses, including counsel fees, in connection with the preparation and issuance thereof.

SECTION 1.6. Trust Certificates initially issued shall be executed and delivered by the Trustee in accordance with the written order of the Corporation signed by its President, Vice President or Treasurer, for distribution among the Participants in proportion to their respective payments on the First Closing Date under Paragraph 4 of the Purchase Agreement. The Trustee may rely upon such order of the Corporation in respect of the names in which such Trust Certificates shall be registered and of the respective percentages thereof, and shall have no responsibil-

ity for the proper distribution by the Corporation of such Trust Certificates. The Trustee shall not be responsible for the filing of this Trust Agreement or of the Lease, and the Trustee may issue and deliver Trust Certificates in advance of such filing.

ARTICLE II

AGREEMENTS OF THE CORPORATION

SECTION 2.1. On or promptly after the date of this Trust Agreement, the Corporation shall cause the Railroad to stencil on each side of each of the Cars the following legend in letters not less than one inch in height:

THE STATE STREET CORPORATION, CHICAGO, ILL.,
OWNER AND LESSOR. THE HANOVER BANK, NEW
YORK, N. Y., TRUSTEE AND ASSIGNEE.

SECTION 2.2. The Corporation hereby agrees that, in case of the occurrence of an Event of Default as defined in the Lease and during the continuance of such default, the Trustee may exercise in its discretion, in respect of the Cars, any or all of the rights of the Lessor under the Lease. The Corporation hereby irrevocably appoints the Trustee as the agent and attorney of the Corporation, with full power and authority, in the event of any sale of any of the Cars pursuant to the provisions of the Lease, to execute in its own name or in the name and on behalf of the Corporation such bill of sale or other instrument of transfer of such Car as may be appropriate in the premises.

SECTION 2.3. The Corporation agrees to pay to the Trustee such sums of money as may be needed by the Trustee, in addition to payments made by the Railroad to the Trustee of rental pursuant to Section 4 of the Lease, in order to enable the Trustee to make the payments provided in the first paragraph of Section 3.2.

ARTICLE III**ADMINISTRATION OF THE TRUST
DUTIES AND RESPONSIBILITIES OF THE TRUSTEE**

SECTION 3.1. The Trustee hereby accepts the trust hereunder on the terms herein set forth and covenants and agrees, subject to Sections 3.4 and 3.6 hereof, to use reasonable care in enforcing the performance by the Railroad of all the terms, conditions and covenants of the Lease and the performance by the Corporation of its agreements hereunder.

SECTION 3.2. At the close of business on the last day of each calendar month during the Term of the Lease, the Trustee shall distribute (from payments made by the Railroad pursuant to Section 4 of the Lease and payments made by the Corporation pursuant to Section 2.3 hereof) among the registered owners of Trust Certificates, in accordance with their respective percentages as of the close of business on such day, an amount equal to 1.31944% of the aggregate of the average cost to the Corporation of the Cars (\$3,420 until such average cost shall be determined pursuant to Paragraph 6 of the Purchase Agreement; and thereafter such average cost shall be as so determined) subject to the Lease on the last day of the preceding calendar month, together with simple interest at the rate of 6% per annum on the unamortized balance of payments theretofore made by the Participants to the Trustee pursuant to Section 4 (after any adjustment pursuant to Section 6) of the Purchase Agreement (such unamortized balance to be determined by deducting from the total amount so paid to the Trustee the amount of all distributions, exclusive of interest, made pursuant to this Section). At the close of business on the last day of each calendar month during the term of the Lease, the Trustee shall, after making the distribution among the registered owners of Trust Certificates provided for in this Section 3.2,

promptly set aside in the separate fund referred to in Section 3.3 the balance of payments, if any, made by the Railroad pursuant to Section 4 of the Lease that shall remain after such distribution.

Whenever the Trustee shall receive a payment pursuant to the provisions of clause (a) of the first paragraph of Section 8 of the Lease, the Trustee shall, within ten days after the receipt thereof, distribute 95% of the full amount of such payment among the registered owners of Trust Certificates in accordance with their respective percentages as of the close of business on the date of such distribution, and shall set aside in the separate fund referred to in Section 3.3 the remaining 5% of the full amount of such payment. In determining the unamortized balance of payments theretofore made by the Participants to the Trustee pursuant to Section 4 (after any adjustment pursuant to Section 6) of the Purchase Agreement, the Trustee shall deem as amortization of such balance of payments a portion of each distribution made pursuant to this Paragraph equal to the unamortized balance (as at the first day of the calendar month in which such destruction took place) of payments attributable to the Cars whose destruction resulted in such distribution, and shall treat the remainder of each such distribution as a premium paid to the Participants.

Whenever the Trustee shall receive a payment pursuant to the provisions of clause (b) of the first paragraph of Section 8 of the Lease, the Trustee shall promptly set the full amount of such payment aside in the separate fund referred to in Section 3.3.

Within 30 days after the determination of the average cost to the Corporation of the Cars as determined pursuant to Paragraph 6 of the Purchase Agreement, and in no event later than December 31, 1957, the aggregate adjusted distributions for the prior monthly periods will be determined on the basis of a retroactive application of such average cost as so determined pursuant to said Paragraph 6. Any amount by which the aggregate adjusted distributions so determined shall be greater than the ag-

gregate distributions actually made by the Trustee among the registered owners of Trust Certificates shall be added to the next monthly distributions among the registered owners of Trust Certificates. Any amount by which such adjusted total distributions shall be less than such aggregate distributions shall be deducted from such next monthly distributions. Thereafter, monthly distributions shall be paid on the basis of the average cost to the Corporation of the Cars as determined pursuant to Paragraph 6 of the Purchase Agreement.

SECTION 3.3. The Trustee shall set aside in a separate fund (a) any payments received by it pursuant to the provisions of, or as the result of the enforcement by the Trustee of any of the remedies provided in, Section 9 of the Lease (after deducting the reasonable compensation and expenses of the Trustee, including counsel fees, if any, incurred hereunder or under the Lease), (b) the amounts required to be set aside in such fund pursuant to the first paragraph of Section 3.2, (c) the amounts required to be set aside in such fund pursuant to the second paragraph of Section 3.2 and (d) the balance remaining (after the distributions required by the first paragraph of Section 3.2) of all payments made by the Railroad pursuant to Section 4 of the Lease and by the Corporation pursuant to Section 2.3 hereof. The Trustee shall from time to time make payments from said fund as follows and in the following order of priority: (i) distribute as soon as practicable among the registered owners of Trust Certificates, in accordance with their respective percentages as of the close of business on the date of such distribution, a sum equal to the amount by which the aggregate amount of all previous distributions on account of the Trust Certificates is less than the aggregate amounts distributable pursuant to the first paragraph of Section 3.2 for the same periods; (ii) pay to the Corporation any part of the sum in such fund when requested in writing by all of the registered owners of Trust Certificates; and (iii) after the payment of all expenses as aforesaid and of other expenses

of the Trustee, any amount remaining in such fund shall, upon termination of the trust as provided in Section 4.1 hereof, be paid over to the Corporation.

SECTION 3.4. The Trustee may exercise any discretionary rights or powers vested in it or which it may be entitled to exercise under the Lease (including the giving of any consent under the Lease), but shall be under no obligation to do so or to take any action for the execution or enforcement of the trust hereunder unless so requested in writing by the registered owners of Trust Certificates representing an aggregate interest of more than 40% and unless indemnified to its satisfaction. In case the Trustee shall have knowledge of the occurrence of an Event of Default as defined in the Lease, the Trustee shall promptly give notice of such fact to the registered owners of Trust Certificates.

SECTION 3.5. In the event of any dispute with respect to the delivery, ownership or right to possession of funds or documents at any time held by the Trustee hereunder, or with respect to title to any of the Cars referred to in the recitals to this Trust Agreement, the Trustee may, without incurring any liability hereunder, retain all or any such funds or documents and title to all or any of such Cars until such dispute shall have been settled either by mutual agreement of the registered owners of Trust Certificates or by a final order, decree or judgment of a court of competent jurisdiction.

The Trustee may consult with legal counsel selected by it, and any action taken or suffered in good faith by it in accordance with the opinion of such counsel shall be full justification and protection to it. The Trustee shall incur no liability hereunder by acting upon any notice, certificate, warrant or other paper or instrument believed by it to be genuine or authentic and signed by the proper party or parties, or with respect to anything which it may do or refrain from doing in the exercise of its best judgment, or which may seem to it to be necessary or desirable

in the premises, and the Trustee shall be fully protected and held harmless by the registered owners of Trust Certificates, in proportion to their respective interests, from and against any such liability, except for its wilful misconduct or negligence.

SECTION 3.6. Nothing in this Trust Agreement or in the Lease shall require the Trustee to advance its own funds or incur expenses in connection with the performance of its functions as Trustee or as assignee of the Lease or in connection with the Cars or under the Purchase Agreement, unless provided with indemnity, security, reimbursement, or any combination thereof, satisfactory to the Trustee. The Corporation agrees to indemnify the Trustee against all claims arising out of or related to the ownership or use of any of the Cars, including any and all claims arising out of the use of any patented inventions in and about the Cars.

SECTION 3.7. The Trustee acknowledges receipt from the Corporation of compensation in full for its services and expenses in connection with the initiation of the trust hereunder and the performance of its functions under the Purchase Agreement. The Corporation agrees to pay to the Trustee reasonable compensation for any other services which may be performed by it hereunder and to reimburse it for any other reasonable expenses, including counsel fees, which may be incurred by it, to the extent not paid or reimbursed to it by the Railroad pursuant to Section 13 of the Lease, and for such payment and reimbursement the Trustee shall have a lien upon any moneys received or collected by it under the Lease or this Agreement, prior to the rights of the owners of the Trust Certificates, and may deduct the amount of such compensation and expenses from any sums distributable by it hereunder to the registered owners of Trust Certificates or to the Corporation.

SECTION 3.8. Upon written notice to the registered owners of Trust Certificates the Trustee may at any time

resign as Trustee hereunder, and registered owners of Trust Certificates representing an aggregate interest of at least 40% may appoint a successor trustee hereunder, which successor trustee shall upon its acceptance of the trust created by this Trust Agreement succeed to all the rights and duties of the Trustee hereunder; provided, however, that no such resignation shall be effective until such successor trustee shall have been appointed and until the resigning Trustee shall have assigned all its rights as assignee of the Lease to such successor trustee and shall have given proper notice to the Railroad and to the Corporation of such assignment. In the event that within ninety days after the resigning Trustee has given notice of its resignation to the registered owners of Trust Certificates the registered owners of the Trust Certificates shall not have appointed a successor trustee as herein provided, the resigning Trustee shall be entitled to appoint a successor trustee. Every successor trustee appointed under the provisions of this Section 3.8 shall be a trust company or a banking corporation in good standing organized under the laws of the United States of America or the State of New York, having an office in the Borough of Manhattan, City and State of New York, and a capital and surplus aggregating at least \$10,000,000.

ARTICLE IV

DISCHARGE OF THE TRUST AGREEMENT

SECTION 4.1. Whenever the Trustee shall have distributed among the registered owners of Trust Certificates payments which (exclusive of prepayments made pursuant to the second paragraph of Section 3.2) amount in the aggregate to the total amounts distributable under the first paragraph of Section 3.2 minus the gross amount of all amounts prepaid pursuant to said second paragraph of Section 3.2, the trust established hereunder shall terminate. Thereupon, subject to Section 3.7, the Trustee

shall pay over to the Corporation, its successors or assigns, any remaining sums held by it hereunder, and the title to the Cars shall forthwith revert to the Corporation, its successors and assigns, free and discharged from the trust, and the Trustee shall, at the expense of the Corporation, confirm such title in the Corporation, its successors or assigns, by a bill of sale covering the Cars, without any warranty.

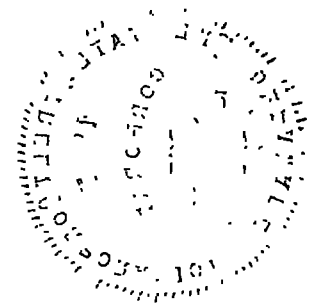
SECTION 4.2. The Trustee shall notify each of the registered owners of Trust Certificates when it has collected or received (by way of rentals or other moneys to come due during or in respect of the Term of the Lease, or otherwise) for distribution to such owners pursuant to this Trust Agreement an amount which, when added to the sum of all amounts theretofore collected or received for such distribution, will aggregate (exclusive of prepayments made pursuant to the second paragraph of Section 3.2) the total amounts distributable under the first paragraph of Section 3.2 minus the gross amount of all amounts prepaid pursuant to said second paragraph of Section 3.2. The Trustee may require, as a condition of the distribution to such owners in accordance with their respective percentages as of the date of distribution of the amount in respect of which it has notified such owners pursuant to the provisions of this Section 4.2, the surrender by each such owner of its Trust Certificate for cancellation by the Trustee.

ARTICLE V

MISCELLANEOUS

SECTION 5.1. The Trustee or the Corporation may each own Trust Certificates in its individual capacity, as trustee or as agent.

SECTION 5.2. No owner of any Trust Certificate shall have any right to institute any suit, action or proceeding for the execution or enforcement of the trust hereunder

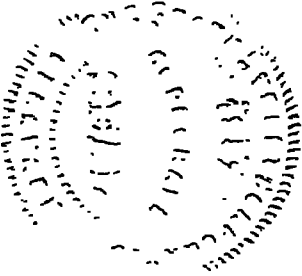


unless, after a request in writing by the registered owners of Trust Certificates representing an aggregate of at least 40% shall have been delivered to the Trustee and the Trustee shall have received indemnity satisfactory to it, the Trustee shall have declined, failed or neglected to institute any suit, action or proceeding pursuant thereto within 90 days after receipt by the Trustee of such request and indemnity.

SECTION 5.3. Any instrument to be executed by registered owners of Trust Certificates pursuant to this Trust Agreement may be in any number of concurrent instruments of similar tenor, and may be executed by or on behalf of such owners.

SECTION 5.4. This Trust Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have caused this Trust Agreement to be executed by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed, as of the date first above written.



THE STATE STREET CORPORATION,
By Sheldon Kapler
President
Attest: [Signature]
Assistant Secretary
[SEAL]

THE HANOVER BANK,
By [Signature]
Assistant Vice President
Attest: [Signature]
Assistant Secretary
[SEAL]

STATE OF *Illinois* }
COUNTY OF *Cook* } ss.:

On this *1st* day of *March*, 1957, before me personally came *Sheldon Kaplan*, to me known, who being by me duly sworn, did depose and say that he resides in *Chicago, Illinois*; that he is the President of THE STATE STREET CORPORATION, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed thereto by said corporation is such seal; that it was affixed thereto by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

R. A. Ahrens
.....
Notary Public
My Commission Expires April 12, 1958

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On this *3rd* day of *April*, 1957, before me personally came *E. G. HERENDEEN*, to me known, who being by me duly sworn, did depose and say that he resides in *New York, N.Y.*; that he is an ~~ASSOCIATE VICE PRESIDENT~~ of THE HANOVER BANK, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed thereto by said corporation is such seal; that it was affixed thereto by authority of the Board of Trustees of said corporation; and that he signed his name thereto by like authority.

Thomas F. Meagher
.....
Notary Public

THOMAS F. MEAGHER
Notary Public—State of New York
No. 41-7878600
Qualified in Queens County
Cert filed N.Y. County Clerk
Term expires March 30, 1958

ACKNOWLEDGMENT OF NOTICE OF, AND
CONSENT TO, ASSIGNMENT

Boston and Maine Railroad, a corporation organized under the laws of Maine, Massachusetts, New Hampshire and New York (hereinafter called the Railroad), hereby acknowledges due notice of, and consents to, the assignment made by the foregoing Trust Agreement and Assignment and agrees to pay to the Trustee named in said Trust Agreement, or to any successor trustee appointed as provided therein, so long as such assignment remains in effect, all payments required to be paid by the Railroad to The State Street Corporation pursuant to the Lease described in said Trust Agreement.

Dated: *April 8*, 1957.

BOSTON AND MAINE RAILROAD

By

A. J. Kelly
Vice President

