

**FILE IN DOCKET**

6779 - a

RECORDATION NO. \_\_\_\_\_ Filed & Recorded

CERTIFICATE OF NOTARY PUBLIC

OCT 31 1972 - 1 15 PM

I, Geraldine A. Wagner, a duly commissioned Notary Public for the Commonwealth of Massachusetts do hereby certify that I have compared the attached copy of Assignment dated September 15, 1972 between The Commonwealth Plan, Inc. and The First National Bank of Boston, with the original of said Assignment and that I have found that the attached copy is in every respect a true, exact and correct copy of the said original.

IN WITNESS WHEREOF, I do hereto set my hand and seal as a Notary Public as the aforesaid, this 27th day of October, 1972, in the City of Boston, County of Suffolk, Commonwealth of Massachusetts.

*Geraldine A. Wagner*  
Notary Public

My Commission expires: November 17, 1978

6779 - a

RECORDATION No. \_\_\_\_\_  
(Filed pursuant to the  
Provisions of Section 20c  
Interstate Commerce Act)

# ASSIGNMENT

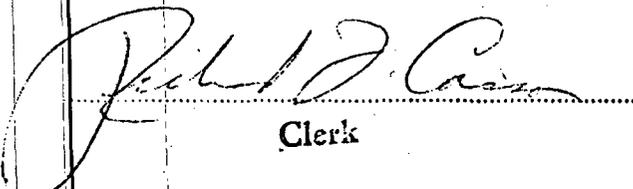
The undersigned has entered into a loan agreement dated September 15.....1972... with The First National Bank of Boston (herein called "the Bank") in connection with property acquired and/or to be acquired by the undersigned and leased by the undersigned to Southern Pacific Transportation Company..... (herein called "the lessee") under a leasing agreement between the undersigned and said lessee dated September 15.....1972....

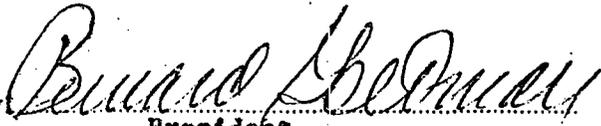
As contemplated in said loan agreement the undersigned, for value received, hereby assigns, transfers and sets over to the Bank any and all rents, renewal rents, fixed charges, mileage charges and other claims and rights to moneys due or to become due, together with any and all other rights of every kind and description of the undersigned under or arising out of the aforesaid leasing agreement and any individual leases thereunder heretofore or hereafter entered into between the undersigned and the lessee, excepting only title to or ownership of the property covered by said leases, primarily as security for the undersigned's indebtedness and liability to the Bank under said loan agreement and secondarily as security for any and all other liabilities and obligations of the undersigned to the Bank, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising; it being understood, however, that the Bank does not by this assignment or otherwise assume any of the duties or obligations of the undersigned under said leasing agreement and shall not be responsible in any way for the performance by the undersigned of any of the covenants, terms or conditions thereof.

IN WITNESS WHEREOF the undersigned has duly executed this assignment this 15th day of September.....1972..

Attest:

THE COMMONWEALTH PLAN, INC.

  
.....  
Clerk

By   
.....  
President

PC