PEPPER, HAMILTON & SCHEETZ
ATTORNEYS AT LAW
123 SOUTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19109
215-545-1234
CABLE ADDRESS
"PEPFIL PHILADELPHIA"

SUITE 200
1776 F STREET, N. W.
WASHINGTON, D. C. 20006
202-467-6500

P. O. BOX 1181
10 SOUTH MARKET SQUARE
HARRISBURG, PA. 17108
717-233-8483

NUMBER ONE RADNOR STATION
KING OF PRUSSIA ROAD
RADNOR, PA. 19087
215-687-8440

RECORDATION NO. 9132 B Filed & Recorded
DEC 22 1977-10 45 AM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9132 C Filed & Recorded
DEC 22 1977-10 45 AM
INTERSTATE COMMERCE COMMISSION

December 21, 1977

RECORDATION NO. 9132 Filed & Recorded
DEC 22 1977-10 45 AM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9132 A Filed & Recorded
DEC 22 1977-10 45 AM
INTERSTATE COMMERCE COMMISSION

Robert L. Oswald, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

DEC 22 1977-10 45 AM
INTERSTATE COMMERCE COMMISSION

RECORDATION
DEC 22 10 35 AM '77
I.C.C.
FEE OPERATION BR.

Dear Sir:

I am sending you herewith for filing in your office, pursuant to Section 20c of the Interstate Commerce Act, six counterparts of each of the following:

(a) Conditional Sale Agreement dated as of December 1, 1977, between General Motors Corporation and Unilease No. 23, Inc., covering the purchase by Unilease No. 23, Inc. of 18 new diesel locomotives for use in interstate commerce;

(b) Agreement and Assignment also dated as of December 1, 1977, between General Motors Corporation and Girard Trust Bank, as Agent, pursuant to which General Motors Corporation assigns to Girard Trust Bank the former's interest in the Conditional Sale Agreement and in the locomotives;

(c) Lease of railroad equipment dated as of December 1, 1977, between Robert W. Meserve and Benjamin H. Lacy, trustees of the property of the Boston and Maine Corporation (the trustees collectively called the Lessee) and Unilease No. 23, Inc. pursuant to which the locomotives are leased to the Lessee; and

(d) Lease Assignment also dated as of December 1, 1977, between Unilease No. 23, Inc. and Girard Trust Bank, as Agent pursuant to which Unilease No. 23, Inc. assigns to the Agent the former's interest in the Lease.

7-356A027

Date NOV 22 1977

Fee $ 100

PLEASE REPLY TO PHILADELPHIA OFFICE

ICC Washington, D.C.

There is also enclosed a check in the amount of $100 for the recordation fees. The names and addresses of the parties to the transaction are as follows:

Vendor:	General Motors Corporation Electro-Motive Division LaGrange, Illinois 60525
Purchaser and Lessor:	Unilease No. 23, Inc. c/o Equilease Corporation 750 Third Avenue New York, New York 10017
Lessee:	Robert W. Meserve and Benjamin H. Lacy, trustees of the property of the Boston and Maine Corporation 150 CauseWay Street Boston, Massachusetts 02114
Assignee of Conditional Sale Agreement and of Lease:	Girard Trust Bank, as Agent Broad and Chestnut Streets Philadelphia, Pennsylvania 19101

The equipment covered by the agreement consists of 18 - 3000 h.p. multi-purpose diesel locomotives, GP40-2, with A.A.R. mechanical designation B-B bearing Lessee road numbers Rock 300-317, inclusive, and marked "Girard Trust Bank, Agent, Security Owner".

Kindly return to the bearer four counterparts of each of the documents.

Very truly yours,

James A. Ounsworth

James A. Ounsworth

JAO:mm

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

12/22/77

OFFICE OF THE SECRETARY

James A. Ounsworth
Pepper,Hamilton & Scheetz
123 South Broad Street
Philadelphia, Pennsylvania 19109

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 12/22/77 at 10:45am , and assigned recordation number(s) 9132, 9132-A, 9132-B & 9132-C

Sincerely yours,

H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. 9132-A Filed & Recorded

DEC 22 1977 10 45 AM

INTERSTATE COMMERCE COMMISSION

AGREEMENT AND ASSIGNMENT

Dated as of December 1, 1977

between

GENERAL MOTORS CORPORATION,

Builder

and

GIRARD TRUST BANK,

Agent

[Covering 18 Diesel-Electric Locomotives]

AGREEMENT AND ASSIGNMENT dated as of December 1, 1977 between GENERAL MOTORS CORPORATION (the Builder), and Girard Trust Bank, as Agent (the Assignee) for Union Mutual Life Insurance Company, Unionmutual Stock Life Insurance Co. of America, Dollar Savings Bank and The Life Insurance Company of Virginia (the Investors).

WHEREAS the Builder and Unilease No. 23, Inc., a Delaware corporation (the Vendee) have entered into a conditional sale agreement dated as of the date hereof (the Conditional Sale Agreement) covering the construction, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Vendee of the railroad equipment described in Annex A to the Conditional Sale Agreement (the Equipment or Units collectively and a Unit individually); and the Vendee is leasing the Equipment to Robert W. Meserve and Benjamin H. Lacy, Trustees of the property of the Boston and Maine Corporation, Debtor (the Debtor) (said Trustees in their capacity together with their successors and assigns hereinafter collectively called the Lessee) pursuant to a lease of railroad equipment dated as of the date hereof (the Lease) the right, title and interest of the Vendee in such Lease being concurrently herewith assigned to the Assignee pursuant to a lease assignment dated the date hereof (the Lease Assignment).

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (the Assignment) WITNESSETH: That, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by the Assignee to the Builder, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained:

Section 1. This Assignment is a part of arrangements for the purchase by the Vendee from the Builder of the Equipment to be delivered prior to December 31, 1977, such Equipment to be financed pursuant to that certain Finance Agreement between the Assignee and the Investors dated as of the date hereof. Payment for such Equipment is to be made in accordance with the provisions of Article 4 of the Conditional Sale Agreement.

Section 2. The Builder hereby assigns, transfers, and sets over unto the Assignee, its successors and assigns:

(a) All the Security Title (as defined in the Conditional Sale Agreement) of the Builder in and to each Unit;

(b) All the right, title and interest of the Builder in and to the Conditional Sale Agreement (except the right to construct and deliver the Equipment and the right to receive the payments specified in the first paragraph and in subparagraph (a) of the third paragraph of Article 4 thereof and reimbursement for taxes paid or incurred by the Builder) and except as aforesaid in and to any and all amounts which may be or become due or owing to the Builder under the Conditional Sale Agreement on account of the indebtedness in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment and interest thereon, and in and to any other sums becoming due from the Vendee under the Conditional Sale Agreement, other than those hereinabove excluded; and

(c) Except as limited by subparagraph (b) of this paragraph, all the Builder's rights, titles, powers, privileges and remedies under the Conditional Sale Agreement;

without any recourse hereunder, however, against the Builder for or on account of the failure of the Vendee to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement; provided, however, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligations of the Builder to deliver the Equipment in accordance with the Conditional Sale Agreement or with respect to its warranties and agreements contained in Article 2, 3 and 13 of the Conditional Sale Agreement or relieve the Vendee from its obligations to the Builder contained in Articles 3, 4, 6 and 13 of the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of Article 14 of the Conditional Sale Agreement, all obligations of the Builder to the Vendee with respect to the Equipment shall be and remain enforceable by the Vendee, its successors and assigns, against and only against the Builder. In furtherance of the foregoing assignment and transfer, the Builder hereby authorizes and empowers the Assignee in the Assignee's own name, or in the name of the Assignee's nominee, or in the name of and as attorney, hereby irrevocably constituted, for the Builder, to ask,

demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Vendee with the terms and agreements on its part to be performed under the Conditional Sale Agreement, but at the expense and liability and for the sole benefit of the Assignee.

Section 3. The Builder agrees that it shall construct the Equipment in full accordance with the Conditional Sale Agreement and will deliver the same upon completion to the Vendee in accordance with the provisions of the Conditional Sale Agreement; and that, notwithstanding this Assignment, it will perform and fully comply with each of and all the covenants and conditions of the Conditional Sale Agreement set forth to be performed and complied with by the Builder. The Builder further agrees that it will warrant to the Assignee and the Vendee that at the time of delivery of a Unit under the Conditional Sale Agreement it had legal title to such Unit and good and lawful right to sell such Unit and that title to such Unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee under the Conditional Sale Agreement and the rights of the Lessee under the Lease and the Builder further agrees that it will defend the title to such Unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such Unit by the Builder under the Conditional Sale Agreement; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Vendee and the Lessee thereunder. The Builder will not deliver any of the Equipment to the Vendee under the Conditional Sale Agreement until the Conditional Sale Agreement and the Lease have been filed and recorded in accordance with Section 20c of the Interstate Commerce Act (the Builder and its counsel being entitled to rely on advice from counsel for the Assignee or from counsel for the Lessee that such filing, recordation, deposit and provision for notice have occurred).

Section 4. The Builder agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the Conditional Sale Agreement for any installment of, or interest on, indebtedness in respect of the Purchase

Price (as defined in the Conditional Sale Agreement) of the Equipment or to enforce any provision of the Conditional Sale Agreement, the Builder will indemnify, protect and hold harmless the Assignee from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Vendee, the Debtor or the Lessee arising out of a breach by the Builder of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Vendee, the Debtor or the Lessee by the Builder. The Builder's obligation so to indemnify, protect and hold harmless the Assignee is conditioned upon (a) the Assignee's timely motion or other appropriate action, on the basis of Article 14 of the Conditional Sale Agreement, to strike any defense, setoff, counterclaim or recoupment asserted by the Vendee, the Debtor or the Lessee in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee's prompt notification to the Builder of the asserted defense, setoff, counterclaim or recoupment and the Assignee's giving the Builder the right, at the Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

The Builder shall defend any suit or proceeding brought against the Agent so far as based on a claim that the Equipment, insofar as the Equipment or any part thereof was built to the Builder's specifications, furnished under the Conditional Sale Agreement, constitutes an infringement of any patent, if notified promptly in writing and given authority, information and assistance (at Builder's expense) for the defense of same, and the Builder shall pay all damages and costs awarded therein against the Agent. The Builder agrees that any amounts payable to it by the Vendee with respect to the Equipment, whether pursuant to the Conditional Sale Agreement or otherwise, not hereby assigned to the Assignee, shall not be secured by any lien, charge or security interest upon the Equipment or any Unit thereof.

Section 5. The Builder will cause to be plainly, distinctly, permanently and conspicuously marked on both

sides of each Unit, at the time of delivery thereof to the Vendee on the Closing Date, in letters not less than one inch in height, the following legend:

"Girard Trust Bank, Agent, Security Owner"

Section 6. The Assignee, on the Closing Date fixed as provided in Article 4 of the Conditional Sale Agreement with respect to the Units purchased on said Closing Date, shall pay to the Builder an amount equal to the portion of the purchase price thereof and such other amount which, under the terms of said Article 4, is payable in installments, provided that there shall have been delivered to the Assignee (with an executed counterpart to the Vendee), as provided in Article 14 of the Conditional Sale Agreement, on or prior to such Closing Date, the following documents, in form and substance satisfactory to it and to its special counsel Messrs. Pepper, Hamilton & Scheetz in such number of counterparts as may be reasonably requested by said counsel:

(a) A bill of sale from the Builder to the Assignee transferring to the Assignee Security Title to the Units then being settled for under the Conditional Sale Agreement, warranting to the Assignee and to the Vendee (i) that, at the time of delivery of such Units under the Conditional Sale Agreement, the Builder had legal title to such Units and good and lawful right to sell such Units and (ii) that, at the time of delivery of such Units under the Conditional Sale Agreement, title to such Units is free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee under the Conditional Sale Agreement and the rights of the Lessee under the Lease, and covenanting to defend the title to such Units against the demands of all persons whomsoever based on claims originating prior to the delivery of such Units by the Builder under the Conditional Sale Agreement.

(b) A Certificate or Certificates of Acceptance with respect to the Units as contemplated by Article 3 of the Conditional Sale Agreement;

(c) A certificate of the Lessee to the effect that none of the Units was placed in the service of the Lessee or otherwise was used by the Lessee prior to delivery and acceptance of such Units under the Conditional Sale Agreement and the Lease;

(d) An invoice of the Builder addressed to the Assignee for the Units, accompanied by or having endorsed thereon a certification by the Vendee and the Lessee as to the correctness of the prices of such Units;

(e) An opinion of counsel for the Vendee, dated as as of the Closing Date, stating that the Conditional Sale Agreement, the Lease, the Tax Indemnity Agreement, the Guaranty Agreement and the Lease Assignment have been duly authorized, executed and delivered by the Vendee and are legal and valid instruments binding upon the Vendee and enforceable against the Vendee in accordance with their terms and, assuming the Agent has been duly authorized to execute and has duly executed the Lease Assignment and is authorized to act thereunder, the Agent is vested with all the right, title, interests, powers, privileges and remedies purported to be assigned by the Lease Assignment;

(f) An opinion of counsel for the Lessee, dated as of the Closing Date, which shall also be addressed to the Builder and the Vendee, to the effect that (i) the Lease, the Purchase Order Assignment, the Tax Indemnity Agreement and the acknowledgment of the Lease Assignment have been duly authorized, executed and delivered by the Lessee and are legal, valid and binding instruments enforceable against the Lessee in accordance with their respective terms; (ii) assuming that this Assignment has been duly authorized, executed and delivered by the Builder and is a legal and valid instrument binding upon the Builder, as of the date of such opinion the Units are free from all claims, liens, security interests and other encumbrances arising at any time on or after the Lessee has accepted delivery of such Units pursuant to §2 of the Lease other than those created by the Conditional Sale Agreement, the rights of the Lessee under the Lease, and other than those resulting from claims against the Lessor not related to the ownership of the Units, (iii) no approval, order or license of the Interstate Commerce Commission or any other governmental authority, federal, state or local, is presently necessary for the valid execution and delivery by the Lessee of the Lease, the Purchase Order Assignment, the Tax Indemnity Agreement and the acknowledgment to the Lease Assignment or its performance of its obligations contained therein, or if any authority is necessary, it has been obtained, (iv) the Lease, the Lease Assignment, the Conditional Sale Agreement and this Assignment

have been duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, and no other filing or recordation is necessary for the protection of the rights of the Assignee or the Vendee under the Conditional Sale Agreement or the Lease in any state of the United States of America or in the District of Columbia; (v) neither the execution and delivery of the Lease, the Purchase Order Assignment, the Tax Indemnity Agreement, the acknowledgment of the Lease Assignment nor the consummation of the transactions therein contemplated or the fulfillment of, or compliance with, the terms and provisions thereof by the Lessee will conflict with, or result in a breach of, any of the terms, conditions or provisions of any bond, debenture, note, mortgage, idenTure, contract or other agreement or instrument to which the Lessee is a party or by which it or its property is bound or will constitute, with the giving of notice or the passage of time or both, a default thereunder or will conflict with, or result in a breach of any of the terms, conditions or provisions of any law, regulation, order, judgment or decree of any court or governmental instrumentality; (vi) no approval, order or license of the Interstate Commerce Commission or any other governmental authority, federal, state or local is necessary in order for the Vendee to enter into the Conditional Sale Agreement, the Lease, the Tax Indemnity Agreement or the Lease Assignment or to perform its duties and obligations hereunder or thereunder and the execution and delivery by the Vendee of such agreements and the performance by it of its obligations thereunder and its ownership of the Units do not subject the Vendee to the jurisdiction of, or regulation by, the Interstate Commerce Commission or any other governmental authority, federal, state or local; (vii) there are no actions, suits or proceedings pending or threatened which, if adversely determined against the Lessee, will materially prevent or interfere with its ability or right to perform its duties and obligations under the Lease, the Purchase Order Assignment, the Tax Indemnity Agreement and the acknowledgment of the Lease Assignment; (viii) the Lessee has taken no action which would in any manner adversely affect the good and marketable title of the Vendee to each

of the Units including, without limitation, taking any action which might create or result in the creation of any liens, encumbrances or claims of any nature whatsoever against the Units, except only the rights of the Lessee under the Lease; (ix) the Lessee has been duly appointed trustee of the property of the Debtor in proceedings for the reorganization of the Debtor under Section 77 of the Bankruptcy Act by the United States District Court for the District of Massachusetts (the Court), such appointment has not been rescinded and the Lessee is properly empowered to operate the lines and manage the property in the Debtor's estate; (x) the execution and delivery of the Lease, the Purchase Order Assignment, the Tax Indemnity Agreement and the acknowledgment to the Lease Assignment have been duly authorized by the Court; (xi) the obligations of the Lessee under the Lease have the preferences and priorities specified in the Lease, including specifically the representations contained in the last paragraph of Section 3 of the Lease; (xii) the obligations to make rental and other payments under the Lease will constitute expenses of administration of the Lessee; (xiii) the Units delivered to the Lessee pursuant to said Lease will not, unless purchased by said Lessee, be considered as part of the estate of the Debtor; and (xiv) the representations of the Lessee in Section 15 of the Lease are true and correct.

(g) An opinion of counsel for the Builder, dated as of the Closing Date, to the effect that (i) the Builder is a corporation duly organized and existing under the laws of its jurisdiction and has the power and authority to own its property and to carry on its business as presently conducted; (ii) the Conditional Sale Agreement, the Guaranty Agreement and this Assignment have been duly authorized, executed and delivered by the Builder and are legal and valid instruments binding upon the Builder and enforceable against the Builder in accordance with their respective terms; (iii) the Assignee is vested with all the rights, titles, interests, powers, privileges and remedies purported to be assigned to it by this Assignment; and (iv) Security Title to the Units is validly vested in the Assignee, legal title to the Equipment has been validly vested in the Vendee and the Units, at the time of delivery thereof under the Conditional Sale Agreement, were free of all claims, liens, security interests and other encumbrances except only the rights of the Vendee under the Conditional Sale Agreement and the rights of the Lessee under the Lease.

(h) Certified copies of the orders of the Court relating to the authorization to execute and deliver the Purchase Order Assignment, the Lease, the Tax Indemnity Agreement and the acknowledgment to the Lease Assignment.

In giving the opinions specified in subparagraphs (e), (f) and (g) of this Section 6, counsel may qualify any opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally.

The obligation of the Assignee hereunder to make payment for any of the Units assigned hereunder is hereby expressly conditioned upon the Assignee having on deposit, pursuant to the terms of the Finance Agreement, sufficient funds available to make such payment and upon payment by the Vendee of the amounts required to be paid by it pursuant to subparagraph (a) of the third paragraph of Article 4 of the Conditional Sale Agreement. The Assignee shall not be obligated to make any abovementioned payment at any time while an event of default, or any event which with the lapse of time or the giving of notice or both would constitute an event of default, shall be existing under the Conditional Sale Agreement. In the event that the Assignee shall not make any such payment, the Assignee shall reassign to the Builder, without recourse to the Assignee, the Security Title of the Assignee in and to the Unit with respect to which payment has not been made by the Assignee.

Section 7. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Vendee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving the written notice required in Article 14 of the Conditional Sale Agreement, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

Section 8. The Builder hereby:

(a) represents and warrants to the Assignee, its successors and assigns, that the Conditional Sale Agreement

was duly authorized by it and lawfully executed and delivered by it for a valid consideration; that, assuming due authorization, execution and delivery by the Vendee, the Conditional Sale Agreement is, insofar as the Builder is concerned, a legal, valid and existing agreement binding upon the Builder in accordance with its terms and that it is now in force without amendment thereto;

(b) agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and tranferred to the Assignee or intended so to be; and

(c) agrees that, upon request of the Assignee, its successors and assigns, it will execute any and all instruments which may be necessary or proper in order to discharge of record the Conditional Sale Agreement or any other instrument evidencing any interest of the Builder therein or in the Equipment.

Section 9. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all the rights conferred by Section 20c of the Interstate Commerce Act, such additional rights arising out of the filing, recording or depositing of the Conditional Sale Agreement and this Agreement as shall be conferred by the laws of the several jurisdictions in which the Conditional Sale Agreement or this Assignment shall be filed, recorded or deposited, or in which any Unit shall be located, and any rights arising out of the marking on the Units.

Section 10. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Interstate Commerce Commission for recording and subsequently redelivered to the Assignee shall be deemed to be the original counterpart. Although this Assignment is dated as of the date first written, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

GENERAL MOTORS CORPORATION

[CORPORATE SEAL]

Attest:

_____
Assistant Secretary

By_____
Vice President

GIRARD TRUST BANK

[CORPORATE SEAL]

Attest:

_____
Assistant Secretary

By_____
Vice President

STATE OF MICHIGAN :
:SS.
COUNTY OF WAYNE :

On this ___th day of December, 1977, before me personally appeared _____, to me personally known, who being by me duly sworn says that he is a Vice President of GENERAL MOTORS CORPORATION, that one of the seals affixed to the foregoing instruments is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

_____
Notary Public

[NOTARIAL SEAL]

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF PHILADELPHIA :

On this 12 th day of December, 1977, before me personally appeared H.E. Ikeler, to me personally known, who, being by me duly sworn says that he is a Vice President of GIRARD TRUST BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Diane C. Baxter
Notary Public
DIANE A. BAXTER, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES AUG. 31, 1981
Member, Pennsylvania Association of Notaries

[NOTARIAL SEAL]

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment is hereby acknowledged as of _____, 1977.

UNILEASE NO. 23, INC.

By_____
Vice President

Document Number 4
AGREEMENT AND ASSIGNMENT

AGREEMENT AND ASSIGNMENT

Dated as of December 1, 1977

between

GENERAL MOTORS CORPORATION,

Builder

and

GIRARD TRUST BANK,

Agent

[Covering 18 Diesel-Electric Locomotives]

AGREEMENT AND ASSIGNMENT dated as of December 1, 1977 between GENERAL MOTORS CORPORATION (the Builder), and Girard Trust Bank, as Agent (the Assignee) for Union Mutual Life Insurance Company, Unionmutual Stock Life Insurance Co. of America, Dollar Savings Bank and The Life Insurance Company of Virginia (the Investors).

WHEREAS the Builder and Unilease No. 23, Inc., a Delaware corporation (the Vendee) have entered into a conditional sale agreement dated as of the date hereof (the Conditional Sale Agreement) covering the construction, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Vendee of the railroad equipment described in Annex A to the Conditional Sale Agreement (the Equipment or Units collectively and a Unit individually); and the Vendee is leasing the Equipment to Robert W. Meserve and Benjamin H. Lacy, Trustees of the property of the Boston and Maine Corporation, Debtor (the Debtor) (said Trustees in their capacity together with their successors and assigns hereinafter collectively called the Lessee) pursuant to a lease of railroad equipment dated as of the date hereof (the Lease) the right, title and interest of the Vendee in such Lease being concurrently herewith assigned to the Assignee pursuant to a lease assignment dated the date hereof (the Lease Assignment).

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (the Assignment) WITNESSETH: That, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by the Assignee to the Builder, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained:

Section 1. This Assignment is a part of arrangements for the purchase by the Vendee from the Builder of the Equipment to be delivered prior to December 31, 1977, such Equipment to be financed pursuant to that certain Finance Agreement between the Assignee and the Investors dated as of the date hereof. Payment for such Equipment is to be made in accordance with the provisions of Article 4 of the Conditional Sale Agreement.

Section 2. The Builder hereby assigns, transfers, and sets over unto the Assignee, its successors and assigns:

(a) All the Security Title (as defined in the Conditional Sale Agreement) of the Builder in and to each Unit;

(b) All the right, title and interest of the Builder in and to the Conditional Sale Agreement (except the right to construct and deliver the Equipment and the right to receive the payments specified in the first paragraph and in subparagraph (a) of the third paragraph of Article 4 thereof and reimbursement for taxes paid or incurred by the Builder) and except as aforesaid in and to any and all amounts which may be or become due or owing to the Builder under the Conditional Sale Agreement on account of the indebtedness in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment and interest thereon, and in and to any other sums becoming due from the Vendee under the Conditional Sale Agreement, other than those hereinabove excluded; and

(c) Except as limited by subparagraph (b) of this paragraph, all the Builder's rights, titles, powers, privileges and remedies under the Conditional Sale Agreement;

without any recourse hereunder, however, against the Builder for or on account of the failure of the Vendee to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement; provided, however, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligations of the Builder to deliver the Equipment in accordance with the Conditional Sale Agreement or with respect to its warranties and agreements contained in Article 2, 3 and 13 of the Conditional Sale Agreement or relieve the Vendee from its obligations to the Builder contained in Articles 3, 4, 6 and 13 of the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of Article 14 of the Conditional Sale Agreement, all obligations of the Builder to the Vendee with respect to the Equipment shall be and remain enforceable by the Vendee, its successors and assigns, against and only against the Builder. In furtherance of the foregoing assignment and transfer, the Builder hereby authorizes and empowers the Assignee in the Assignee's own name, or in the name of the Assignee's nominee, or in the name of and as attorney, hereby irrevocably constituted, for the Builder, to ask,

demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Vendee with the terms and agreements on its part to be performed under the Conditional Sale Agreement, but at the expense and liability and for the sole benefit of the Assignee.

Section 3. The Builder agrees that it shall construct the Equipment in full accordance with the Conditional Sale Agreement and will deliver the same upon completion to the Vendee in accordance with the provisions of the Conditional Sale Agreement; and that, notwithstanding this Assignment, it will perform and fully comply with each of and all the covenants and conditions of the Conditional Sale Agreement set forth to be performed and complied with by the Builder. The Builder further agrees that it will warrant to the Assignee and the Vendee that at the time of delivery of a Unit under the Conditional Sale Agreement it had legal title to such Unit and good and lawful right to sell such Unit and that title to such Unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee under the Conditional Sale Agreement and the rights of the Lessee under the Lease and the Builder further agrees that it will defend the title to such Unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such Unit by the Builder under the Conditional Sale Agreement; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Vendee and the Lessee thereunder. The Builder will not deliver any of the Equipment to the Vendee under the Conditional Sale Agreement until the Conditional Sale Agreement and the Lease have been filed and recorded in accordance with Section 20c of the Interstate Commerce Act (the Builder and its counsel being entitled to rely on advice from counsel for the Assignee or from counsel for the Lessee that such filing, recordation, deposit and provision for notice have occurred).

Section 4. The Builder agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the Conditional Sale Agreement for any installment of, or interest on, indebtedness in respect of the Purchase

Price (as defined in the Conditional Sale Agreement) of the Equipment or to enforce any provision of the Conditional Sale Agreement, the Builder will indemnify, protect and hold harmless the Assignee from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Vendee, the Debtor or the Lessee arising out of a breach by the Builder of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Vendee, the Debtor or the Lessee by the Builder. The Builder's obligation so to indemnify, protect and hold harmless the Assignee is conditioned upon (a) the Assignee's timely motion or other appropriate action, on the basis of Article 14 of the Conditional Sale Agreement, to strike any defense, setoff, counterclaim or recoupment asserted by the Vendee, the Debtor or the Lessee in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee's prompt notification to the Builder of the asserted defense, setoff, counterclaim or recoupment and the Assignee's giving the Builder the right, at the Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

The Builder shall defend any suit or proceeding brought against the Agent so far as based on a claim that the Equipment, insofar as the Equipment or any part thereof was built to the Builder's specifications, furnished under the Conditional Sale Agreement, constitutes an infringement of any patent, if notified promptly in writing and given authority, information and assistance (at Builder's expense) for the defense of same, and the Builder shall pay all damages and costs awarded therein against the Agent. The Builder agrees that any amounts payable to it by the Vendee with respect to the Equipment, whether pursuant to the Conditional Sale Agreement or otherwise, not hereby assigned to the Assignee, shall not be secured by any lien, charge or security interest upon the Equipment or any Unit thereof.

Section 5. The Builder will cause to be plainly, distinctly, permanently and conspicuously marked on both

sides of each Unit, at the time of delivery thereof to the Vendee on the Closing Date, in letters not less than one inch in height, the following legend:

"Girard Trust Bank, Agent, Security Owner"

Section 6. The Assignee, on the Closing Date fixed as provided in Article 4 of the Conditional Sale Agreement with respect to the Units purchased on said Closing Date, shall pay to the Builder an amount equal to the portion of the purchase price thereof and such other amount which, under the terms of said Article 4, is payable in installments, provided that there shall have been delivered to the Assignee (with an executed counterpart to the Vendee), as provided in Article 14 of the Conditional Sale Agreement, on or prior to such Closing Date, the following documents, in form and substance satisfactory to it and to its special counsel Messrs. Pepper, Hamilton & Scheetz in such number of counterparts as may be reasonably requested by said counsel:

(a) A bill of sale from the Builder to the Assignee transferring to the Assignee Security Title to the Units then being settled for under the Conditional Sale Agreement, warranting to the Assignee and to the Vendee (i) that, at the time of delivery of such Units under the Conditional Sale Agreement, the Builder had legal title to such Units and good and lawful right to sell such Units and (ii) that, at the time of delivery of such Units under the Conditional Sale Agreement, title to such Units is free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee under the Conditional Sale Agreement and the rights of the Lessee under the Lease, and covenanting to defend the title to such Units against the demands of all persons whomsoever based on claims originating prior to the delivery of such Units by the Builder under the Conditional Sale Agreement.

(b) A Certificate or Certificates of Acceptance with respect to the Units as contemplated by Article 3 of the Conditional Sale Agreement;

(c) A certificate of the Lessee to the effect that none of the Units was placed in the service of the Lessee or otherwise was used by the Lessee prior to delivery and acceptance of such Units under the Conditional Sale Agreement and the Lease;

(d) An invoice of the Builder addressed to the Assignee for the Units, accompanied by or having endorsed thereon a certification by the Vendee and the Lessee as to the correctness of the prices of such Units;

(e) An opinion of counsel for the Vendee, dated as as of the Closing Date, stating that the Conditional Sale Agreement, the Lease, the Tax Indemnity Agreement, the Guaranty Agreement and the Lease Assignment have been duly authorized, executed and delivered by the Vendee and are legal and valid instruments binding upon the Vendee and enforceable against the Vendee in accordance with their terms and, assuming the Agent has been duly authorized to execute and has duly executed the Lease Assignment and is authorized to act thereunder, the Agent is vested with all the right, title, interests, powers, privileges and remedies purported to be assigned by the Lease Assignment;

(f) An opinion of counsel for the Lessee, dated as of the Closing Date, which shall also be addressed to the Builder and the Vendee, to the effect that (i) the Lease, the Purchase Order Assignment, the Tax Indemnity Agreement and the acknowledgment of the Lease Assignment have been duly authorized, executed and delivered by the Lessee and are legal, valid and binding instruments enforceable against the Lessee in accordance with their respective terms; (ii) assuming that this Assignment has been duly authorized, executed and delivered by the Builder and is a legal and valid instrument binding upon the Builder, as of the date of such opinion the Units are free from all claims, liens, security interests and other encumbrances arising at any time on or after the Lessee has accepted delivery of such Units pursuant to §2 of the Lease other than those created by the Conditional Sale Agreement, the rights of the Lessee under the Lease, and other than those resulting from claims against the Lessor not related to the ownership of the Units, (iii) no approval, order or license of the Interstate Commerce Commission or any other governmental authority, federal, state or local, is presently necessary for the valid execution and delivery by the Lessee of the Lease, the Purchase Order Assignment, the Tax Indemnity Agreement and the acknowledgment to the Lease Assignment or its performance of its obligations contained therein, or if any authority is necessary, it has been obtained, (iv) the Lease, the Lease Assignment, the Conditional Sale Agreement and this Assignment

have been duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, and no other filing or recordation is necessary for the protection of the rights of the Assignee or the Vendee under the Conditional Sale Agreement or the Lease in any state of the United States of America or in the District of Columbia; (v) neither the execution and delivery of the Lease, the Purchase Order Assignment, the Tax Indemnity Agreement, the acknowledgment of the Lease Assignment nor the consummation of the transactions therein contemplated or the fulfillment of, or compliance with, the terms and provisions thereof by the Lessee will conflict with, or result in a breach of, any of the terms, conditions or provisions of any bond, debenture, note, mortgage, identure, contract or other agreement or instrument to which the Lessee is a party or by which it or its property is bound or will constitute, with the giving of notice or the passage of time or both, a default thereunder or will conflict with, or result in a breach of any of the terms, conditions or provisions of any law, regulation, order, judgment or decree of any court or governmental instrumentality; (vi) no approval, order or license of the Interstate Commerce Commission or any other governmental authority, federal, state or local is necessary in order for the Vendee to enter into the Conditional Sale Agreement, the Lease, the Tax Indemnity Agreement or the Lease Assignment or to perform its duties and obligations hereunder or thereunder and the execution and delivery by the Vendee of such agreements and the performance by it of its obligations thereunder and its ownership of the Units do not subject the Vendee to the jurisdiction of, or regulation by, the Interstate Commerce Commission or any other governmental authority, federal, state or local; (vii) there are no actions, suits or proceedings pending or threatened which, if adversely determined against the Lessee, will materially prevent or interfere with its ability or right to perform its duties and obligations under the Lease, the Purchase Order Assignment, the Tax Indemnity Agreement and the acknowledgment of the Lease Assignment; (viii) the Lessee has taken no action which would in any manner adversely affect the good and marketable title of the Vendee to each

of the Units including, without limitation, taking any action which might create or result in the creation of any liens, encumbrances or claims of any nature whatsoever against the Units, except only the rights of the Lessee under the Lease; (ix) the Lessee has been duly appointed trustee of the property of the Debtor in proceedings for the reorganization of the Debtor under Section 77 of the Bankruptcy Act by the United States District Court for the District of Massachusetts (the Court), such appointment has not been rescinded and the Lessee is properly empowered to operate the lines and manage the property in the Debtor's estate; (x) the execution and delivery of the Lease, the Purchase Order Assignment, the Tax Indemnity Agreement and the acknowledgment to the Lease Assignment have been duly authorized by the Court; (xi) the obligations of the Lessee under the Lease have the preferences and priorities specified in the Lease, including specifically the representations contained in the last paragraph of Section 3 of the Lease; (xii) the obligations to make rental and other payments under the Lease will constitute expenses of administration of the Lessee; (xiii) the Units delivered to the Lessee pursuant to said Lease will not, unless purchased by said Lessee, be considered as part of the estate of the Debtor; and (xiv) the representations of the Lessee in Section 15 of the Lease are true and correct.

(g) An opinion of counsel for the Builder, dated as of the Closing Date, to the effect that (i) the Builder is a corporation duly organized and existing under the laws of its jurisdiction and has the power and authority to own its property and to carry on its business as presently conducted; (ii) the Conditional Sale Agreement, the Guaranty Agreement and this Assignment have been duly authorized, executed and delivered by the Builder and are legal and valid instruments binding upon the Builder and enforceable against the Builder in accordance with their respective terms; (iii) the Assignee is vested with all the rights, titles, interests, powers, privileges and remedies purported to be assigned to it by this Assignment; and (iv) Security Title to the Units is validly vested in the Assignee, legal title to the Equipment has been validly vested in the Vendee and the Units, at the time of delivery thereof under the Conditional Sale Agreement, were free of all claims, liens, security interests and other encumbrances except only the rights of the Vendee under the Conditional Sale Agreement and the rights of the Lessee under the Lease.

(h) Certified copies of the orders of the Court relating to the authorization to execute and deliver the Purchase Order Assignment, the Lease, the Tax Indemnity Agreement and the acknowledgment to the Lease Assignment.

In giving the opinions specified in subparagraphs (e), (f) and (g) of this Section 6, counsel may qualify any opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally.

The obligation of the Assignee hereunder to make payment for any of the Units assigned hereunder is hereby expressly conditioned upon the Assignee having on deposit, pursuant to the terms of the Finance Agreement, sufficient funds available to make such payment and upon payment by the Vendee of the amounts required to be paid by it pursuant to subparagraph (a) of the third paragraph of Article 4 of the Conditional Sale Agreement. The Assignee shall not be obligated to make any abovementioned payment at any time while an event of default, or any event which with the lapse of time or the giving of notice or both would constitute an event of default, shall be existing under the Conditional Sale Agreement. In the event that the Assignee shall not make any such payment, the Assignee shall reassign to the Builder, without recourse to the Assignee, the Security Title of the Assignee in and to the Unit with respect to which payment has not been made by the Assignee.

Section 7. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Vendee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving the written notice required in Article 14 of the Conditional Sale Agreement, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

Section 8. The Builder hereby:

(a) represents and warrants to the Assignee, its successors and assigns, that the Conditional Sale Agreement

was duly authorized by it and lawfully executed and delivered by it for a valid consideration; that, assuming due authorization, execution and delivery by the Vendee, the Conditional Sale Agreement is, insofar as the Builder is concerned, a legal, valid and existing agreement binding upon the Builder in accordance with its terms and that it is now in force without amendment thereto;

(b) agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and tranferred to the Assignee or intended so to be; and

(c) agrees that, upon request of the Assignee, its successors and assigns, it will execute any and all instruments which may be necessary or proper in order to discharge of record the Conditional Sale Agreement or any other instrument evidencing any interest of the Builder therein or in the Equipment.

Section 9. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all the rights conferred by Section 20c of the Interstate Commerce Act, such additional rights arising out of the filing, recording or depositing of the Conditional Sale Agreement and this Agreement as shall be conferred by the laws of the several jurisdictions in which the Conditional Sale Agreement or this Assignment shall be filed, recorded or deposited, or in which any Unit shall be located, and any rights arising out of the marking on the Units.

Section 10. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Interstate Commerce Commission for recording and subsequently redelivered to the Assignee shall be deemed to be the original counterpart. Although this Assignment is dated as of the date first written, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

GENERAL MOTORS CORPORATION

[CORPORATE SEAL]

Attest:

By _____
Assistant Secretary EXECUTIVE Vice President

GIRARD TRUST BANK

[CORPORATE SEAL]

Attest:

_____ By _____
Assistant Secretary Vice President

STATE OF MICHIGAN :
:SS.
COUNTY OF WAYNE :

On this 12th day of December, 1977, before me personally appeared MR. R. R. JENSEN, AN EXECUTIVE to me personally known, who being by me duly sworn says that he is a Vice President of GENERAL MOTORS CORPORATION, that one of the seals affixed to the foregoing instruments is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

ELEANORE E. SIENKIEWICZ
Notary Public, Wayne County, Michigan
My Commission Expires February 27, 1978

Eleanore E. Sienkiewicz
Notary Public

[NOTARIAL SEAL]

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF PHILADELPHIA :

On this ___th day of December, 1977, before me personally appeared H.E. Ikeler, to me personally known, who, being by me duly sworn says that he is a Vice President of GIRARD TRUST BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment is hereby acknowledged as of _____, 1977.

UNILEASE NO. 23, INC.

By_____
Vice President

Document Number 4
AGREEMENT AND ASSIGNMENT

AGREEMENT AND ASSIGNMENT

Dated as of December 1, 1977

between

GENERAL MOTORS CORPORATION,

Builder

and

GIRARD TRUST BANK,

Agent

[Covering 18 Diesel-Electric Locomotives]

AGREEMENT AND ASSIGNMENT dated as of December 1, 1977 between GENERAL MOTORS CORPORATION (the Builder), and Girard Trust Bank, as Agent (the Assignee) for Union Mutual Life Insurance Company, Unionmutual Stock Life Insurance Co. of America, Dollar Savings Bank and The Life Insurance Company of Virginia (the Investors).

WHEREAS the Builder and Unilease No. 23, Inc., a Delaware corporation (the Vendee) have entered into a conditional sale agreement dated as of the date hereof (the Conditional Sale Agreement) covering the construction, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Vendee of the railroad equipment described in Annex A to the Conditional Sale Agreement (the Equipment or Units collectively and a Unit individually); and the Vendee is leasing the Equipment to Robert W. Meserve and Benjamin H. Lacy, Trustees of the property of the Boston and Maine Corporation, Debtor (the Debtor) (said Trustees in their capacity together with their successors and assigns hereinafter collectively called the Lessee) pursuant to a lease of railroad equipment dated as of the date hereof (the Lease) the right, title and interest of the Vendee in such Lease being concurrently herewith assigned to the Assignee pursuant to a lease assignment dated the date hereof (the Lease Assignment).

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (the Assignment) WITNESSETH: That, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by the Assignee to the Builder, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained:

Section 1. This Assignment is a part of arrangements for the purchase by the Vendee from the Builder of the Equipment to be delivered prior to December 31, 1977, such Equipment to be financed pursuant to that certain Finance Agreement between the Assignee and the Investors dated as of the date hereof. Payment for such Equipment is to be made in accordance with the provisions of Article 4 of the Conditional Sale Agreement.

Section 2. The Builder hereby assigns, transfers, and sets over unto the Assignee, its successors and assigns:

(a) All the Security Title (as defined in the Conditional Sale Agreement) of the Builder in and to each Unit;

(b) All the right, title and interest of the Builder in and to the Conditional Sale Agreement (except the right to construct and deliver the Equipment and the right to receive the payments specified in the first paragraph and in subparagraph (a) of the third paragraph of Article 4 thereof and reimbursement for taxes paid or incurred by the Builder) and except as aforesaid in and to any and all amounts which may be or become due or owing to the Builder under the Conditional Sale Agreement on account of the indebtedness in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment and interest thereon, and in and to any other sums becoming due from the Vendee under the Conditional Sale Agreement, other than those hereinabove excluded; and

(c) Except as limited by subparagraph (b) of this paragraph, all the Builder's rights, titles, powers, privileges and remedies under the Conditional Sale Agreement;

without any recourse hereunder, however, against the Builder for or on account of the failure of the Vendee to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement; provided, however, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligations of the Builder to deliver the Equipment in accordance with the Conditional Sale Agreement or with respect to its warranties and agreements contained in Article 2, 3 and 13 of the Conditional Sale Agreement or relieve the Vendee from its obligations to the Builder contained in Articles 3, 4, 6 and 13 of the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of Article 14 of the Conditional Sale Agreement, all obligations of the Builder to the Vendee with respect to the Equipment shall be and remain enforceable by the Vendee, its successors and assigns, against and only against the Builder. In furtherance of the foregoing assignment and transfer, the Builder hereby authorizes and empowers the Assignee in the Assignee's own name, or in the name of the Assignee's nominee, or in the name of and as attorney, hereby irrevocably constituted, for the Builder, to ask,

demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Vendee with the terms and agreements on its part to be performed under the Conditional Sale Agreement, but at the expense and liability and for the sole benefit of the Assignee.

Section 3. The Builder agrees that it shall construct the Equipment in full accordance with the Conditional Sale Agreement and will deliver the same upon completion to the Vendee in accordance with the provisions of the Conditional Sale Agreement; and that, notwithstanding this Assignment, it will perform and fully comply with each of and all the covenants and conditions of the Conditional Sale Agreement set forth to be performed and complied with by the Builder. The Builder further agrees that it will warrant to the Assignee and the Vendee that at the time of delivery of a Unit under the Conditional Sale Agreement it had legal title to such Unit and good and lawful right to sell such Unit and that title to such Unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee under the Conditional Sale Agreement and the rights of the Lessee under the Lease and the Builder further agrees that it will defend the title to such Unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such Unit by the Builder under the Conditional Sale Agreement; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Vendee and the Lessee thereunder. The Builder will not deliver any of the Equipment to the Vendee under the Conditional Sale Agreement until the Conditional Sale Agreement and the Lease have been filed and recorded in accordance with Section 20c of the Interstate Commerce Act (the Builder and its counsel being entitled to rely on advice from counsel for the Assignee or from counsel for the Lessee that such filing, recordation, deposit and provision for notice have occurred).

Section 4. The Builder agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the Conditional Sale Agreement for any installment of, or interest on, indebtedness in respect of the Purchase

Price (as defined in the Conditional Sale Agreement) of the Equipment or to enforce any provision of the Conditional Sale Agreement, the Builder will indemnify, protect and hold harmless the Assignee from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Vendee, the Debtor or the Lessee arising out of a breach by the Builder of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Vendee, the Debtor or the Lessee by the Builder. The Builder's obligation so to indemnify, protect and hold harmless the Assignee is conditioned upon (a) the Assignee's timely motion or other appropriate action, on the basis of Article 14 of the Conditional Sale Agreement, to strike any defense, setoff, counterclaim or recoupment asserted by the Vendee, the Debtor or the Lessee in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee's prompt notification to the Builder of the asserted defense, setoff, counterclaim or recoupment and the Assignee's giving the Builder the right, at the Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

The Builder shall defend any suit or proceeding brought against the Agent so far as based on a claim that the Equipment, insofar as the Equipment or any part thereof was built to the Builder's specifications, furnished under the Conditional Sale Agreement, constitutes an infringement of any patent, if notified promptly in writing and given authority, information and assistance (at Builder's expense) for the defense of same, and the Builder shall pay all damages and costs awarded therein against the Agent. The Builder agrees that any amounts payable to it by the Vendee with respect to the Equipment, whether pursuant to the Conditional Sale Agreement or otherwise, not hereby assigned to the Assignee, shall not be secured by any lien, charge or security interest upon the Equipment or any Unit thereof.

Section 5. The Builder will cause to be plainly, distinctly, permanently and conspicuously marked on both

sides of each Unit, at the time of delivery thereof to the Vendee on the Closing Date, in letters not less than one inch in height, the following legend:

"Girard Trust Bank, Agent, Security Owner"

Section 6. The Assignee, on the Closing Date fixed as provided in Article 4 of the Conditional Sale Agreement with respect to the Units purchased on said Closing Date, shall pay to the Builder an amount equal to the portion of the purchase price thereof and such other amount which, under the terms of said Article 4, is payable in installments, provided that there shall have been delivered to the Assignee (with an executed counterpart to the Vendee), as provided in Article 14 of the Conditional Sale Agreement, on or prior to such Closing Date, the following documents, in form and substance satisfactory to it and to its special counsel Messrs. Pepper, Hamilton & Scheetz in such number of counterparts as may be reasonably requested by said counsel:

(a) A bill of sale from the Builder to the Assignee transferring to the Assignee Security Title to the Units then being settled for under the Conditional Sale Agreement, warranting to the Assignee and to the Vendee (i) that, at the time of delivery of such Units under the Conditional Sale Agreement, the Builder had legal title to such Units and good and lawful right to sell such Units and (ii) that, at the time of delivery of such Units under the Conditional Sale Agreement, title to such Units is free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee under the Conditional Sale Agreement and the rights of the Lessee under the Lease, and covenanting to defend the title to such Units against the demands of all persons whomsoever based on claims originating prior to the delivery of such Units by the Builder under the Conditional Sale Agreement.

(b) A Certificate or Certificates of Acceptance with respect to the Units as contemplated by Article 3 of the Conditional Sale Agreement;

(c) A certificate of the Lessee to the effect that none of the Units was placed in the service of the Lessee or otherwise was used by the Lessee prior to delivery and acceptance of such Units under the Conditional Sale Agreement and the Lease;

(d) An invoice of the Builder addressed to the Assignee for the Units, accompanied by or having endorsed thereon a certification by the Vendee and the Lessee as to the correctness of the prices of such Units;

(e) An opinion of counsel for the Vendee, dated as as of the Closing Date, stating that the Conditional Sale Agreement, the Lease, the Tax Indemnity Agreement, the Guaranty Agreement and the Lease Assignment have been duly authorized, executed and delivered by the Vendee and are legal and valid instruments binding upon the Vendee and enforceable against the Vendee in accordance with their terms and, assuming the Agent has been duly authorized to execute and has duly executed the Lease Assignment and is authorized to act thereunder, the Agent is vested with all the right, title, interests, powers, privileges and remedies purported to be assigned by the Lease Assignment;

(f) An opinion of counsel for the Lessee, dated as of the Closing Date, which shall also be addressed to the Builder and the Vendee, to the effect that (i) the Lease, the Purchase Order Assignment, the Tax Indemnity Agreement and the acknowledgment of the Lease Assignment have been duly authorized, executed and delivered by the Lessee and are legal, valid and binding instruments enforceable against the Lessee in accordance with their respective terms; (ii) assuming that this Assignment has been duly authorized, executed and delivered by the Builder and is a legal and valid instrument binding upon the Builder, as of the date of such opinion the Units are free from all claims, liens, security interests and other encumbrances arising at any time on or after the Lessee has accepted delivery of such Units pursuant to §2 of the Lease other than those created by the Conditional Sale Agreement, the rights of the Lessee under the Lease, and other than those resulting from claims against the Lessor not related to the ownership of the Units, (iii) no approval, order or license of the Interstate Commerce Commission or any other governmental authority, federal, state or local, is presently necessary for the valid execution and delivery by the Lessee of the Lease, the Purchase Order Assignment, the Tax Indemnity Agreement and the acknowledgment to the Lease Assignment or its performance of its obligations contained therein, or if any authority is necessary, it has been obtained, (iv) the Lease, the Lease Assignment, the Conditional Sale Agreement and this Assignment

have been duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, and no other filing or recordation is necessary for the protection of the rights of the Assignee or the Vendee under the Conditional Sale Agreement or the Lease in any state of the United States of America or in the District of Columbia; (v) neither the execution and delivery of the Lease, the Purchase Order Assignment, the Tax Indemnity Agreement, the acknowledgment of the Lease Assignment nor the consummation of the transactions therein contemplated or the fulfillment of, or compliance with, the terms and provisions thereof by the Lessee will conflict with, or result in a breach of, any of the terms, conditions or provisions of any bond, debenture, note, mortgage, identure, contract or other agreement or instrument to which the Lessee is a party or by which it or its property is bound or will constitute, with the giving of notice or the passage of time or both, a default thereunder or will conflict with, or result in a breach of any of the terms, conditions or provisions of any law, regulation, order, judgment or decree of any court or governmental instrumentality; (vi) no approval, order or license of the Interstate Commerce Commission or any other governmental authority, federal, state or local is necessary in order for the Vendee to enter into the Conditional Sale Agreement, the Lease, the Tax Indemnity Agreement or the Lease Assignment or to perform its duties and obligations hereunder or thereunder and the execution and delivery by the Vendee of such agreements and the performance by it of its obligations thereunder and its ownership of the Units do not subject the Vendee to the jurisdiction of, or regulation by, the Interstate Commerce Commission or any other governmental authority, federal, state or local; (vii) there are no actions, suits or proceedings pending or threatened which, if adversely determined against the Lessee, will materially prevent or interfere with its ability or right to perform its duties and obligations under the Lease, the Purchase Order Assignment, the Tax Indemnity Agreement and the acknowledgment of the Lease Assignment; (viii) the Lessee has taken no action which would in any manner adversely affect the good and marketable title of the Vendee to each

of the Units including, without limitation, taking any action which might create or result in the creation of any liens, encumbrances or claims of any nature whatsoever against the Units, except only the rights of the Lessee under the Lease; (ix) the Lessee has been duly appointed trustee of the property of the Debtor in proceedings for the reorganization of the Debtor under Section 77 of the Bankruptcy Act by the United States District Court for the District of Massachusetts (the Court), such appointment has not been rescinded and the Lessee is properly empowered to operate the lines and manage the property in the Debtor's estate; (x) the execution and delivery of the Lease, the Purchase Order Assignment, the Tax Indemnity Agreement and the acknowledgment to the Lease Assignment have been duly authorized by the Court; (xi) the obligations of the Lessee under the Lease have the preferences and priorities specified in the Lease, including specifically the representations contained in the last paragraph of Section 3 of the Lease; (xii) the obligations to make rental and other payments under the Lease will constitute expenses of administration of the Lessee; (xiii) the Units delivered to the Lessee pursuant to said Lease will not, unless purchased by said Lessee, be considered as part of the estate of the Debtor; and (xiv) the representations of the Lessee in Section 15 of the Lease are true and correct.

(g) An opinion of counsel for the Builder, dated as of the Closing Date, to the effect that (i) the Builder is a corporation duly organized and existing under the laws of its jurisdiction and has the power and authority to own its property and to carry on its business as presently conducted; (ii) the Conditional Sale Agreement, the Guaranty Agreement and this Assignment have been duly authorized, executed and delivered by the Builder and are legal and valid instruments binding upon the Builder and enforceable against the Builder in accordance with their respective terms; (iii) the Assignee is vested with all the rights, titles, interests, powers, privileges and remedies purported to be assigned to it by this Assignment; and (iv) Security Title to the Units is validly vested in the Assignee, legal title to the Equipment has been validly vested in the Vendee and the Units, at the time of delivery thereof under the Conditional Sale Agreement, were free of all claims, liens, security interests and other encumbrances except only the rights of the Vendee under the Conditional Sale Agreement and the rights of the Lessee under the Lease.

(h) Certified copies of the orders of the Court relating to the authorization to execute and deliver the Purchase Order Assignment, the Lease, the Tax Indemnity Agreement and the acknowledgment to the Lease Assignment.

In giving the opinions specified in subparagraphs (e), (f) and (g) of this Section 6, counsel may qualify any opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally.

The obligation of the Assignee hereunder to make payment for any of the Units assigned hereunder is hereby expressly conditioned upon the Assignee having on deposit, pursuant to the terms of the Finance Agreement, sufficient funds available to make such payment and upon payment by the Vendee of the amounts required to be paid by it pursuant to subparagraph (a) of the third paragraph of Article 4 of the Conditional Sale Agreement. The Assignee shall not be obligated to make any abovementioned payment at any time while an event of default, or any event which with the lapse of time or the giving of notice or both would constitute an event of default, shall be existing under the Conditional Sale Agreement. In the event that the Assignee shall not make any such payment, the Assignee shall reassign to the Builder, without recourse to the Assignee, the Security Title of the Assignee in and to the Unit with respect to which payment has not been made by the Assignee.

Section 7. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Vendee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving the written notice required in Article 14 of the Conditional Sale Agreement, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

Section 8. The Builder hereby:

(a) represents and warrants to the Assignee, its successors and assigns, that the Conditional Sale Agreement

was duly authorized by it and lawfully executed and delivered by it for a valid consideration; that, assuming due authorization, execution and delivery by the Vendee, the Conditional Sale Agreement is, insofar as the Builder is concerned, a legal, valid and existing agreement binding upon the Builder in accordance with its terms and that it is now in force without amendment thereto;

(b) agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and tranferred to the Assignee or intended so to be; and

(c) agrees that, upon request of the Assignee, its successors and assigns, it will execute any and all instruments which may be necessary or proper in order to discharge of record the Conditional Sale Agreement or any other instrument evidencing any interest of the Builder therein or in the Equipment.

Section 9. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all the rights conferred by Section 20c of the Interstate Commerce Act, such additional rights arising out of the filing, recording or depositing of the Conditional Sale Agreement and this Agreement as shall be conferred by the laws of the several jurisdictions in which the Conditional Sale Agreement or this Assignment shall be filed, recorded or deposited, or in which any Unit shall be located, and any rights arising out of the marking on the Units.

Section 10. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Interstate Commerce Commission for recording and subsequently redelivered to the Assignee shall be deemed to be the original counterpart. Although this Assignment is dated as of the date first written, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

GENERAL MOTORS CORPORATION

[CORPORATE SEAL]

Attest:

_____
Assistant Secretary

By_____
Vice President

GIRARD TRUST BANK

[CORPORATE SEAL]

Attest:

_____
Assistant Secretary

By_____
Vice President

STATE OF MICHIGAN :
:SS.
COUNTY OF WAYNE :

On this ___th day of December, 1977, before me personally appeared _____, to me personally known, who being by me duly sworn says that he is a Vice President of GENERAL MOTORS CORPORATION, that one of the seals affixed to the foregoing instruments is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

_____
Notary Public

[NOTARIAL SEAL]

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF PHILADELPHIA :

On this ___th day of December, 1977, before me personally appeared H.E. Ikeler, to me personally known, who, being by me duly sworn says that he is a Vice President of GIRARD TRUST BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

_____
Notary Public

[NOTARIAL SEAL]

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment is hereby acknowledged as of Dec 21, 1977.

UNILEASE NO. 23, INC.

By _____
Vice President