

**ACQUISITION FROM THE
BOSTON AND MAINE CORPORATION
RAILROAD BRIDGES**

**STATEWIDE
CHESHIRE COUNTY REGISTRY
COOS COUNTY REGISTRY
GRAFTON COUNTY REGISTRY
MERRIMACK COUNTY REGISTRY
ROCKINGHAM COUNTY REGISTRY
STRAFFORD COUNTY REGISTRY**

RELEASE DEED AND COVENANT

FOR CONSIDERATION PAID and in full consideration of One (\$1.00) Dollar, the BOSTON AND MAINE CORPORATION, a corporation organized under the laws of the State of Delaware with a place of business at Iron Horse Park, North Billerica, Commonwealth of Massachusetts (hereinafter, the "Grantor") hereby RELEASES UNTO the STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, of John O. Morton Building, P.O. Box 483, Concord, State of New Hampshire, its successors and assigns (hereinafter the "Grantee"), all of its right, title and interest in and to forty-two several highway bridges now or formerly over and adjacent to land of the Grantor located within the State of New Hampshire, all as more particularly described in an Exhibit "A" which is annexed hereto and made a part hereof (hereinafter the "Bridges"). The Bridges are conveyed together with all foundations, slopes, abutments, structures, and substructures appurtenant thereto and used in connection therewith. The Bridges are conveyed subject to the rights of all licensees and third parties therein, if any, and Grantor makes no warranties in respect to the title thereto.

Furthermore, the said Bridges are conveyed "AS IS" and the Grantor makes no warranties in respect to them whatsoever. The Grantor expressly disclaims any and all warranties as to "merchantability", fitness for the Grantee's particular purposes, usability, or structural integrity. By the acceptance hereof, the Grantee assumes all risk of loss arising out of any defects in said Bridges arising on or after the date of this deed.

The Grantor also hereby RELEASES UNTO the Grantee a limited right of entry upon its land adjacent to and/or under the Bridges for the purpose of repairing and maintaining them. This limited right of entry is granted subject to the following terms and conditions:

1. Prior to the Grantee's commencement of any repair or maintenance work upon the Bridges (hereinafter "Project"), the Grantee shall:

(a) Provide the Grantor with ten (10) day's notice of Grantee's intention to commence any Project and, subsequently, ten (10) day's notice of any intention to suspend any such Project for a period exceeding three (3) consecutive days.

(b) Require any State contractor to obtain a Railroad Protective Liability Insurance policy or policies, in form and amounts reasonably acceptable to the Grantor, and deliver the original policy or policies of the same to the Grantor no later than ten (10) days prior to the commencement of any such Project.

(c) Furnish the Grantor with a complete and detailed description of the Project, including any applicable plans and construction schedule.

(d) Enter into a negotiated Railroad Service Agreement concerning any maintenance or repair work undertaken by State forces, except for maintenance and repair work of an emergency nature.

2. The Grantee shall observe the following affirmative and negative covenants during the continuation of

any Project or any other exercise of the limited right of entry hereinabove granted:

(a) The Grantee shall perform any Project in accordance with the description furnished to the Grantor as hereinabove provided.

(b) The Grantee, including its representatives, agents or employees, shall not, at any time, except with prior written approval of the Grantor or its authorized agent, enter upon the Grantor's land or perform any such Project without the presence at the Project site of a duly qualified foreman, inspector, or flagman assigned by the Grantor or its affiliates.

(c) The Grantee shall permit to enter upon the Grantor's land and perform any such Project only those agents, contractors, and/or subcontractors having sufficient engineering and construction expertise and financial ability.

3. The railroad and telecommunication transmission operations of the Grantor and its affiliates, in general and in running through the Grantor's land in particular, shall have priority over the performance of any Project. The Grantee hereby agrees that any Project shall be performed only at such hours and times as do not interfere with railroad and telecommunications operations. It is understood and hereby agreed that the Grantee may suffer delays and increased costs due to said priority of the Grantor's operations.

The Grantee hereby covenants with the Grantor, its successors, affiliates and assigns to assume, and hereby does assume any and all maintenance or other obligations of the Grantor in respect to the Bridges.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals upon this Release Deed and Covenant on the 30th day of December, 1988.

BOSTON AND MAINE CORPORATION



[Signature]
Witness

By: [Signature]
David A. Fink, President

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

[Signature]
Witness

By: [Signature]

Number two of seven identical counterparts.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December 30, 1988

Then personally appeared the above-named David A. Fink, President of the Boston and Maine Corporation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Boston and Maine Corporation, before me

[Signature]
Notary Public
My Commission Expires:
10/27/92



STATE OF NEW HAMPSHIRE

Merrimack, ss.

December th 30, 1988

Then personally appeared the above-named W.S. Fletcher, the Assistant Commissioner of the State of New Hampshire, Department of Transportation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the same.

[Signature]
Notary Public
My Commission Expires:
GAILA H. BRUNN, Notary Public
My Commission Expires February 4, 1992



EXHIBIT "A"

MAINE & MAINE
RAILROAD BRIDGES

BK 1408 PG 0410

R. B. NO

RAILROAD OWNED - RAILROAD MAINTAINED

TOWN	CARRIED	INTERSECT	BR. NUMBER	MAINTENANCE	R. B. NO
ANDOVER	N.H. RTE. 11	B & M RAILROAD	159110	RAILROAD	99.37
ANDOVER	N.H. RTE. 11	B & M RAILROAD	206137	RAILROAD & STATE	95.75
AUBURN	HOOKSETT RD.	B & M RAILROAD	090146	RAILROAD & STATE	33.15
BAFFLETT	N.H. RTE. 303	M.C. RAILROAD	189133	RAILROAD	66.58
BOSCOWEN	DEPOT ST.	B & M RAILROAD	131083	RAILROAD	82.64
CANAAN	U.S. RTE. 4	B & M RAILROAD	187075	RAILROAD & STATE	124.69
DANBURY	U.S. RTE. 4	B & M RAILROAD	156104	RAILROAD	111.18
DANBURY	U.S. RTE. 4	B & M RAILROAD	178091	RAILROAD & STATE	109.83
DOVER	N.H. RTE. 5	B & M RAILROAD	109106	RAILROAD & STATE	65.70
DURHAM	OLD U.S. RTE. 4	B & M RAILROAD	055121	RAILROAD & STATE	61.67
EAST KINGSTON	N.H. RTE. 107A	B & M RAILROAD	061064	RAILROAD & STATE	44.55
FNFIELD	SOUTH ST.	B & M RAILROAD	084155	RAILROAD	131.75
FITZWILLIAM	N.H. RTE. 119	B & M RAILROAD	106093	RAILROAD	77.20
GRAFTON	U.S. RTE. 4	B & M RAILROAD	130094	RAILROAD & STATE	118.46
GREENLAND	BREAKFAST HILL RD.	B & M RAILROAD	142065	RAILROAD	51.45
HAMPTON	U.S. RTE. 1 S.B.	B & M RAILROAD	162112	RAILROAD & STATE	45.84
HAMPTON	U.S. RTE. 1	B & M RAILROAD	163184	RAILROAD & STATE	47.70
LANDAFF	U.S. 302/N.H. 10	B & M RAILROAD	075177	RAILROAD & STATE	102.77
LEBANON	PAYNE RD.	B & M RAILROAD	192129	RAILROAD	134.47
MADDURY	N.H. RTE. 155	B & M RAILROAD	114084	RAILROAD & STATE	63.84
NEWFIELDS	N.H. RTE. 85	B & M RAILROAD	125065	RAILROAD	54.55
NEWFIELDS	N.H. RTE. 109	B & M RAILROAD	127081	RAILROAD & STATE	5.83
NEWMARKET	N.H. RTE. 152	B & M RAILROAD	120089	RAILROAD	57.25
NEWMARKET	N.H. RTE. 108	B & M RAILROAD	125054	RAILROAD & STATE	55.47
NORTH HAMPTON	U.S. RTE. 1	B & M RAILROAD	148132	RAILROAD & STATE	45.52
NORTH HAMPTON	N.H. RTE. 101-D	B & M RAILROAD	136088	RAILROAD	48.78
ORANGE	U.S. RTE. 4	B & M RAILROAD	049071	RAILROAD & STATE	123.25
PLAISTOW	N.H. RTE. 125	B & M RAILROAD	110062	RAILROAD & STATE	37.31
PLAISTOW	KINGSTON RD.	B & M RAILROAD	137115	RAILROAD & STATE	38.83
PLAISTOW	N.H. RTE. 121	LITTLE RIVER & RAILROAD	105028	RAILROAD & STATE	36.47
ROLLINSFORD	MAIN ST.	B & M RAILROAD	091085	RAILROAD & STATE	70.31
SEABROOK	N.H. RTE. 286	B & M RAILROAD	136051	RAILROAD & STATE	41.42

BOSTON & MAINE
RAILROAD BRIDGES

RAILROAD OWNED - STATE MAINTAINED						
TOWN	CARRIED	INTERSECT	NUMBER	MAINTENANCE	R.K. MC	
ANDOVER	N.H. RTE. 4A & 11	B & M RAILROAD	058103	STATE	104.54	
ANDOVER	N.H. RTE. 4	B & M RAILROAD	118095	STATE	101.61	
BOSCAWEN	N.H. RTE. 4	B & M RAILROAD	135040	STATE	60.38	
CONCORD	N.H. RTE. 202	B & M RAILROAD	152104	STATE	74.12	
CONCORD	N.H. RTE. 202	B & M RAILROAD	150107	STATE	0.80	
CONCORD	RTE. 93 (RAMP)	B & M RAILROAD	152107	STATE	0.77	
COBHAM	N.H. RTE. 2	B & M RAILROAD	049101	STATE	147.72	
LISEON	N.H. RTE 302	B & M RAILROAD	095112	STATE	106.15	
SURRY	N.H. RTE. 12	B & M RAILROAD	082040	STATE	58.01	
TROY	N.H. RTE. 12	B & M RAILROAD	096091	STATE	81.62	
WALPOLE	N.H. RTE. 12	B & M RAILROAD	208060	STATE	105.86	

Number of bridges on page 1: 32
 Number of bridges on page 2: 11

Total bridges: 43

BK | 408P604 | 1

RELEASE DEED AND COVENANT

FOR CONSIDERATION PAID and in full consideration of One (\$1.00) Dollar, the BOSTON AND MAINE CORPORATION, a corporation organized under the laws of the State of Delaware with a place of business at Iron Horse Park, North Billerica, Commonwealth of Massachusetts (hereinafter, the "Grantor") hereby RELEASES UNTO the STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, of John O. Morton Building, P.O. Box 483, Concord, State of New Hampshire, its successors and assigns (hereinafter the "Grantee"), all of its right, title and interest in and to forty-two several highway bridges now or formerly over and adjacent to land of the Grantor located within the State of New Hampshire, all as more particularly described in an Exhibit "A" which is annexed hereto and made a part hereof (hereinafter the "Bridges"). The Bridges are conveyed together with all foundations, slopes, abutments, structures, and substructures appurtenant thereto and used in connection therewith. The Bridges are conveyed subject to the rights of all licensees and third parties therein, if any, and Grantor makes no warranties in respect to the title thereto.

Furthermore, the said Bridges are conveyed "AS IS" and the Grantor makes no warranties in respect to them whatsoever. The Grantor expressly disclaims any and all warranties as to "merchantability", fitness for the Grantee's particular purposes, usability, or structural integrity. By the acceptance hereof, the Grantee assumes all risk of loss arising out of any defects in said Bridges arising on or after the date of this deed.

006984

BK 1967 PG 0339

The Grantor also hereby RELEASES UNTO the Grantee a limited right of entry upon its land adjacent to and/or under the Bridges for the purpose of repairing and maintaining them. This limited right of entry is granted subject to the following terms and conditions:

1. Prior to the Grantee's commencement of any repair or maintenance work upon the Bridges (hereinafter "Project"), the Grantee shall:

(a) Provide the Grantor with ten (10) day's notice of Grantee's intention to commence any Project and, subsequently, ten (10) day's notice of any intention to suspend any such Project for a period exceeding three (3) consecutive days.

(b) Require any State contractor to obtain a Railroad Protective Liability Insurance policy or policies, in form and amounts reasonably acceptable to the Grantor, and deliver the original policy or policies of the same to the Grantor no later than ten (10) days prior to the commencement of any such Project.

(c) Furnish the Grantor with a complete and detailed description of the Project, including any applicable plans and construction schedule.

(d) Enter into a negotiated Railroad Service Agreement concerning any maintenance or repair work undertaken by State forces, except for maintenance and repair work of an emergency nature.

2. The Grantee shall observe the following affirmative and negative covenants during the continuation of

BK 1967 Pg 0340

any Project or any other exercise of the limited right of entry hereinabove granted:

(a) The Grantee shall perform any Project in accordance with the description furnished to the Grantor as hereinabove provided.

(b) The Grantee, including its representatives, agents or employees, shall not, at any time, except with prior written approval of the Grantor or its authorized agent, enter upon the Grantor's land or perform any such Project without the presence at the Project site of a duly qualified foreman, inspector, or flagman assigned by the Grantor or its affiliates.

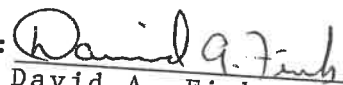
(c) The Grantee shall permit to enter upon the Grantor's land and perform any such Project only those agents, contractors, and/or subcontractors having sufficient engineering and construction expertise and financial ability.

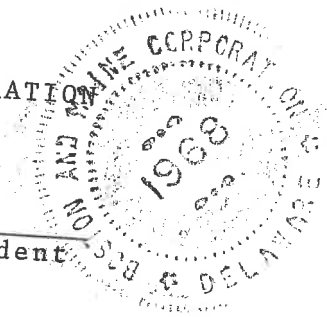
3. The railroad and telecommunication transmission operations of the Grantor and its affiliates, in general and in running through the Grantor's land in particular, shall have priority over the performance of any Project. The Grantee hereby agrees that any Project shall be performed only at such hours and times as do not interfere with railroad and telecommunications operations. It is understood and hereby agreed that the Grantee may suffer delays and increased costs due to said priority of the Grantor's operations.

The Grantee hereby covenants with the Grantor, its successors, affiliates and assigns to assume, and hereby does assume any and all maintenance or other obligations of the Grantor in respect to the Bridges.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals upon this Release Deed and Covenant on the 30th day of December, 1988.


Witness

BOSTON AND MAINE CORPORATION
By: 
David A. Fink, President



STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION


Witness

By: 

Number four of seven identical counterparts.

BK 1967 PG 0342

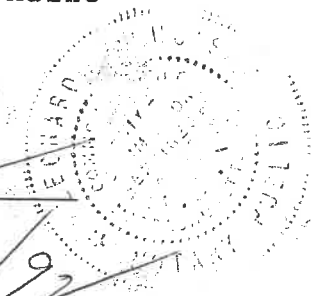
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December 30, 1988

Then personally appeared the above-named David A. Fink, President of the Boston and Maine Corporation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Boston and Maine Corporation, before me

Paul A. Fink
Notary Public
My Commission Expires: 10/27/92



STATE OF NEW HAMPSHIRE

Merimack, ss.

December 30th, 1988

Then personally appeared the above-named W.L. Fletcher, the ~~Assistant Commissioner~~ of the State of New Hampshire, Department of Transportation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the same.

Sandra H. Drouin
Notary Public
My Commission Expires:
SANDRA H. DROUIN, Notary Public
My Commission Expires February 4, 1992



BK1967 PG0343

BOSTON & MAINE
RAILROAD BRIDGES

RAILROAD OWNED - RAILROAD MAINTAINED

TOWN	CARRIED	INTERSECT	BR. NUMBER	MAINTENANCE	R.R. NO.
ANDOVER	N.H. RTE. 11	B & M RAILROAD	159110	RAILROAD	99.37
ANDOVER	N.H. RTE. 11	B & M RAILROAD	206117	RAILROAD & STATE	95.79
AUBURN	HOOKSETT RD.	B & M RAILROAD	090146	RAILROAD & STATE	33.15
ANDOVER	N.H. RTE. 202	M & M RAILROAD	180123	RAILROAD	56.54
BOSCALLEN	DEPOT ST.	B & M RAILROAD	111083	RAILROAD	82.64
CANAAN	U.S. RTE. 4	B & M RAILROAD	187075	RAILROAD & STATE	124.69
DANBURY	U.S. RTE. 4	B & M RAILROAD	156104	RAILROAD	111.18
DANBURY	U.S. RTE. 4	B & M RAILROAD	178091	RAILROAD & STATE	109.83
DOVER	N.H. RTE. 9	B & M RAILROAD	109106	RAILROAD & STATE	65.70
DURHAM	OLD U.S. RTE. 4	B & M RAILROAD	095121	RAILROAD & STATE	61.67
EAST KINGSTON	N.H. RTE. 107A	B & M RAILROAD	061064	RAILROAD & STATE	44.55
FENFIELD	SOUTH ST.	B & M RAILROAD	084155	RAILROAD & STATE	131.75
FITZWILLIAM	N.H. RTE. 119	B & M RAILROAD	106093	RAILROAD	77.20
GRAFTON	U.S. RTE. 4	B & M RAILROAD	130094	RAILROAD & STATE	118.46
GREENLAND	BREAKFAST HILL RD.	B & M RAILROAD	142065	RAILROAD	51.45
HAMPTON	U.S. RTE. 1 S.B.	B & M RAILROAD	162112	RAILROAD & STATE	45.84
HAMPTON	U.S. RTE. 1	B & M RAILROAD	163184	RAILROAD & STATE	47.70
LANDAFF	U.S. 302/N.H. 10	B & M RAILROAD	075177	RAILROAD & STATE	102.77
LEBANON	PAYNE RD.	B & M RAILROAD	192129	RAILROAD	134.47
MADBURY	N.H. RTE. 155	B & M RAILROAD	114084	RAILROAD & STATE	63.84
NEWFIELDS	N.H. RTE. 85	B & M RAILROAD	125065	RAILROAD	54.59
NEWFIELDS	N.H. RTE. 108	B & M RAILROAD	127081	RAILROAD & STATE	57.25
NEWMARKET	N.H. RTE. 152	B & M RAILROAD	120089	RAILROAD & STATE	55.47
NEWMARKET	N.H. RTE. 106	B & M RAILROAD	125054	RAILROAD & STATE	49.92
NORTH HAMPTON	U.S. RTE. 1	B & M RAILROAD	148132	RAILROAD	48.78
NORTH HAMPTON	N.H. RTE. 101-D	B & M RAILROAD	136088	RAILROAD & STATE	123.29
ORANGE	U.S. RTE. 4	B & M RAILROAD	049071	RAILROAD & STATE	37.31
PLAISTOW	N.H. RTE. 125	B & M RAILROAD	110062	RAILROAD & STATE	38.83
PLAISTOW	KINGSTON RD.	B & M RAILROAD	137115	RAILROAD & STATE	36.47
PLAISTOW	N.H. RTE. 121	LITTLE RIVER & RAILROAD	105028	RAILROAD & STATE	70.31
ROLLINSFORD	MAIN ST.	B & M RAILROAD	091085	RAILROAD & STATE	41.42
SEABROOK	N.H. RTE. 286	B & M RAILROAD	136051	RAILROAD & STATE	

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**BOSTON & MAINE
RAILROAD BRIDGES**

TOWN	CARRIED	INTERSECT	NUMBER	MAINTENANCE	R.K. MC
ANDOVER	N.H. RTE. 4A & 11	B & M RAILROAD	058103	STATE	104.54
ANDOVER	N.H. RTE. 4	B & M RAILROAD	118095	STATE	101.61
BOSCAMLIN	N.H. RTE. 4	B & M RAILROAD	139040	STATE	60.38
CONCORD	N.H. RTE. 202	B & M RAILROAD	152104	STATE	74.12
CONCORD	N.H. RTE. 202	B & M RAILROAD	150107	STATE	0.80
CONCORD	RTE. 93 (RAMP)	B & M RAILROAD	152107	STATE	0.77
COBHAM	N.H. RTE. 2	B & M RAILROAD	049101	STATE	147.72
LISEGN	N.H. RTE 302	B & M RAILROAD	095112	STATE	106.15
SUKRY	N.H. RTE. 12	B & M RAILROAD	082040	STATE	58.03
TROY	N.H. RTE. 12	B & M RAILROAD	096091	STATE	81.82
WALFOLE	N.H. RTE. 12	B & M RAILROAD	208060	STATE	105.86

Number of bridges on page 1: 32
 Number of bridges on page 2: 11

Total bridges: 43

RECEIVED
 92 MAY 12 PM 2:17
 GRAFTON COUNTY
 REGISTRY OF DEEDS

543094 7961 KB

RELEASE DEED AND COVENANT

FOR CONSIDERATION PAID and in full consideration of One (\$1.00) Dollar, the BOSTON AND MAINE CORPORATION, a corporation organized under the laws of the State of Delaware with a place of business at Iron Horse Park, North Billerica, Commonwealth of Massachusetts (hereinafter, the "Grantor") hereby RELEASES UNTO the STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, of John O. Morton Building, P.O. Box 483, Concord, State of New Hampshire, its successors and assigns (hereinafter the "Grantee"), all of its right, title and interest in and to forty-two several highway bridges now or formerly over and adjacent to land of the Grantor located within the State of New Hampshire, all as more particularly described in an Exhibit "A" which is annexed hereto and made a part hereof (hereinafter the "Bridges"). The Bridges are conveyed together with all foundations, slopes, abutments, structures, and substructures appurtenant thereto and used in connection therewith. The Bridges are conveyed subject to the rights of all licensees and third parties therein, if any, and Grantor makes no warranties in respect to the title thereto.

Furthermore, the said Bridges are conveyed "AS IS" and the Grantor makes no warranties in respect to them whatsoever. The Grantor expressly disclaims any and all warranties as to "merchantability", fitness for the Grantee's particular purposes, usability, or structural integrity. By the acceptance hereof, the Grantee assumes all risk of loss arising out of any defects in said Bridges arising on or after the date of this deed.

1017401

APR 26 10 43 AM '96

REGISTRY OF DEEDS

The Grantor also hereby RELEASES UNTO the Grantee a limited right of entry upon its land adjacent to and/or under the Bridges for the purpose of repairing and maintaining them. This limited right of entry is granted subject to the following terms and conditions:

1. Prior to the Grantee's commencement of any repair or maintenance work upon the Bridges (hereinafter "Project"), the Grantee shall:

(a) Provide the Grantor with ten (10) day's notice of Grantee's intention to commence any Project and, subsequently, ten (10) day's notice of any intention to suspend any such Project for a period exceeding three (3) consecutive days.

(b) Require any State contractor to obtain a Railroad Protective Liability Insurance policy or policies, in form and amounts reasonably acceptable to the Grantor, and deliver the original policy or policies of the same to the Grantor no later than ten (10) days prior to the commencement of any such Project.

(c) Furnish the Grantor with a complete and detailed description of the Project, including any applicable plans and construction schedule.

(d) Enter into a negotiated Railroad Service Agreement concerning any maintenance or repair work undertaken by State forces, except for maintenance and repair work of an emergency nature.

2. The Grantee shall observe the following affirmative and negative covenants during the continuation of

any Project or any other exercise of the limited right of entry hereinabove granted:

(a) The Grantee shall perform any Project in accordance with the description furnished to the Grantor as hereinabove provided.

(b) The Grantee, including its representatives, agents or employees, shall not, at any time, except with prior written approval of the Grantor or its authorized agent, enter upon the Grantor's land or perform any such Project without the presence at the Project site of a duly qualified foreman, inspector, or flagman assigned by the Grantor or its affiliates.

(c) The Grantee shall permit to enter upon the Grantor's land and perform any such Project only those agents, contractors, and/or subcontractors having sufficient engineering and construction expertise and financial ability.

3. The railroad and telecommunication transmission operations of the Grantor and its affiliates, in general and in running through the Grantor's land in particular, shall have priority over the performance of any Project. The Grantee hereby agrees that any Project shall be performed only at such hours and times as do not interfere with railroad and telecommunications operations. It is understood and hereby agreed that the Grantee may suffer delays and increased costs due to said priority of the Grantor's operations.

The Grantee hereby covenants with the Grantor, its successors, affiliates and assigns to assume, and hereby does assume any and all maintenance or other obligations of the Grantor in respect to the Bridges.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals upon this Release Deed and Covenant on the 30th day of December, 1988.

BOSTON AND MAINE CORPORATION



[Signature]
Witness

By: [Signature]
David A. Fink, President

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

[Signature]
Witness

By: [Signature]

Number three of seven identical counterparts.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December 30, 1988

Then personally appeared the above-named David A. Fink, President of the Boston and Maine Corporation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Boston and Maine Corporation, before me

[Signature]
Notary Public
My Commission Expires:
10/29/92



STATE OF NEW HAMPSHIRE

Merrimack, ss.

December 30th, 1988

Then personally appeared the above-named W.L. Fletcher, the Assistant Commissioner of the State of New Hampshire, Department of Transportation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the same.

[Signature]
Notary Public
My Commission Expires:
SANDRA H. BRIDGES, Notary Public
My Commission Expires February 4, 1992



EXHIBIT "A"

BOSTON & MAINE
RAILROAD BRIDGES

RAILROAD OWNED - RAILROAD MAINTAINED

TOWN	CARRIED	INTERSECT	BR. NUMBER	MAINTENANCE	R.R. NO.
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BOSCAWEN	DEPOT ST.	B & M RAILROAD	101083	RAILROAD	82.64
CANAAN	U.S. RTE. 4	B & M RAILROAD	187075	RAILROAD & STATE	124.69
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DOVER	N.H. RTE. 9	B & M RAILROAD	109106	RAILROAD & STATE	65.70
DURHAM	OLD U.S. RTE. 4	B & M RAILROAD	095121	RAILROAD & STATE	61.67
EAST KINGSTON	N.H. RTE. 107A	B & M RAILROAD	061064	RAILROAD & STATE	44.55
ENFIELD	SOUTH ST.	B & M RAILROAD	084155	RAILROAD	131.75
FITZWILLIAM	N.H. RTE 119	B & M RAILROAD	106093	RAILROAD	77.20
GRAFTON	U.S. RTE. 4	B & M RAILROAD	130094	RAILROAD & STATE	118.46
GREENLAND	BREAKFAST HILL RD.	B & M RAILROAD	142065	RAILROAD	51.45
HAMPTON	U.S. RTE. 1 S.B	B & M RAILROAD	162112	RAILROAD & STATE	45.84
HAMPTON	U.S. RTE. 1	B & M RAILROAD	163184	RAILROAD & STATE	47.70
LANDAFF	U.S. 302/N.H.10	B & M RAILROAD	075177	RAILROAD & STATE	102.77
LEBANON	PAYNE RD.	B & M RAILROAD	192129	RAILROAD	134.47
MADBURY	N.H. RTE. 155	B & M RAILROAD	114084	RAILROAD & STATE	63.84
NEWFIELDS	N.H. RTE. 85	B & M RAILROAD	125065	RAILROAD	54.59
NEWFIELDS	N.H. RTE. 108	B & M RAILROAD	127081	RAILROAD & STATE	9.83
NEWMARKET	N.H. RTE. 152	B & M RAILROAD	120089	RAILROAD	57.25
NEWMARKET	N.H. RTE. 108	B & M RAILROAD	125054	RAILROAD & STATE	55.47
NORTH HAMPTON	U.S. RTE. 1	B & M RAILROAD	148132	RAILROAD & STATE	49.92
NORTH HAMPTON	U.S. RTE. 101-D	B & M RAILROAD	136088	RAILROAD	48.78
ORANGE	U.S. RTE. 4	B & M RAILROAD	049071	RAILROAD & STATE	123.29
PLAISTOW	N.H. RTE. 125	B & M RAILROAD	110062	RAILROAD & STATE	37.31
PLAISTOW	KINGSTON RD.	B & M RAILROAD	137115	RAILROAD & STATE	38.83
PLAISTOW	N.H. RTE. 121	B & M RAILROAD	105028	RAILROAD & STATE	36.47
ROLLINSFORD	MAIN ST.	B & M RAILROAD	091085	RAILROAD & STATE	70.31
SEABROOK	N.H. RTE. 286	B & M RAILROAD	136051	RAILROAD & STATE	41.42
ANDOVER	N.H. RTE. 4A & 11	B & M RAILROAD	058103	STATE	104.54

EXHIBIT "A"
 BOSTON & MAINE
 RAILROAD BRIDGES

RAILROAD OWNED - RAILROAD MAINTAINED

TOWN	CARRIED	INTERSECT	BR. NUMBER	MAINTENANCE	R.R. NO.
ANDOVER	N.H. RTE. 4	B & M RAILROAD	118096	STATE	101.60
BOSCAWEN	N.H. RTE. 4	B & M RAILROAD	139040	STATE	60.38
CONCORD	N.H. RTE. 202	B & M RAILROAD	152104	STATE	74.12
CONCORD	N.H. RTE. 202	B & M RAILROAD	150107	STATE	0.80
CONCORD	RTE. 93 (RAMP)	B & M RAILROAD	152107	STATE	0.77
GORHAM	N.H. RTE. 2	B & M RAILROAD	049101	STATE	147.72
LISBON	N.H. RTE. 302	B & M RAILROAD	095112	STATE	106.19
SURRY	N.H. RTE. 12	B & M RAILROAD	082040	STATE	98.03
TROY	N.H. RTE. 12	B & M RAILROAD	096091	STATE	81.82
WALPOLE	N.H. RTE. 12	B & M RAILROAD	208060	STATE	105.86

Number of bridges on page 1: 32
 Number of bridges on page 2: 10
 Total bridges: 42

RELEASE DEED AND COVENANT

FOR CONSIDERATION PAID and in full consideration of One (\$1.00) Dollar, the BOSTON AND MAINE CORPORATION, a corporation organized under the laws of the State of Delaware with a place of business at Iron Horse Park, North Billerica, Commonwealth of Massachusetts (hereinafter, the "Grantor") hereby RELEASES UNTO the STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, of John O. Morton Building, P.O. Box 483, Concord, State of New Hampshire, its successors and assigns (hereinafter the "Grantee"), all of its right, title and interest in and to forty-two several highway bridges now or formerly over and adjacent to land of the Grantor located within the State of New Hampshire, all as more particularly described in an Exhibit "A" which is annexed hereto and made a part hereof (hereinafter the "Bridges"). The Bridges are conveyed together with all foundations, slopes, abutments, structures, and substructures appurtenant thereto and used in connection therewith. The Bridges are conveyed subject to the rights of all licensees and third parties therein, if any, and Grantor makes no warranties in respect to the title thereto.

Furthermore, the said Bridges are conveyed "AS IS" and the Grantor makes no warranties in respect to them whatsoever. The Grantor expressly disclaims any and all warranties as to "merchantability", fitness for the Grantee's particular purposes, usability, or structural integrity. By the acceptance hereof, the Grantee assumes all risk of loss arising out of any defects in said Bridges arising on or after the date of this deed.

92 APR 15 PM 1:01

REGISTER OF DEEDS
STRAFFORD COUNTY

005218

BK 1606 PG 0161

The Grantor also hereby RELEASES UNTO the Grantee a limited right of entry upon its land adjacent to and/or under the Bridges for the purpose of repairing and maintaining them. This limited right of entry is granted subject to the following terms and conditions:

1. Prior to the Grantee's commencement of any repair or maintenance work upon the Bridges (hereinafter "Project"), the Grantee shall:

(a) Provide the Grantor with ten (10) day's notice of Grantee's intention to commence any Project and, subsequently, ten (10) day's notice of any intention to suspend any such Project for a period exceeding three (3) consecutive days.

(b) Require any State contractor to obtain a Railroad Protective Liability Insurance policy or policies, in form and amounts reasonably acceptable to the Grantor, and deliver the original policy or policies of the same to the Grantor no later than ten (10) days prior to the commencement of any such Project.

(c) Furnish the Grantor with a complete and detailed description of the Project, including any applicable plans and construction schedule.

(d) Enter into a negotiated Railroad Service Agreement concerning any maintenance or repair work undertaken by State forces, except for maintenance and repair work of an emergency nature.

2. The Grantee shall observe the following affirmative and negative covenants during the continuation of

BK 1606PG0162

any Project or any other exercise of the limited right of entry hereinabove granted:

(a) The Grantee shall perform any Project in accordance with the description furnished to the Grantor as hereinabove provided.

(b) The Grantee, including its representatives, agents or employees, shall not, at any time, except with prior written approval of the Grantor or its authorized agent, enter upon the Grantor's land or perform any such Project without the presence at the Project site of a duly qualified foreman, inspector, or flagman assigned by the Grantor or its affiliates.

(c) The Grantee shall permit to enter upon the Grantor's land and perform any such Project only those agents, contractors, and/or subcontractors having sufficient engineering and construction expertise and financial ability.

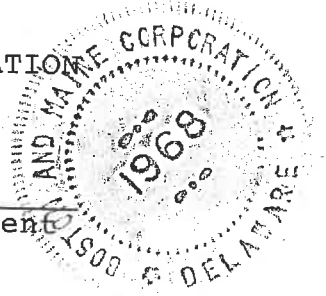
3. The railroad and telecommunication transmission operations of the Grantor and its affiliates, in general and in running through the Grantor's land in particular, shall have priority over the performance of any Project. The Grantee hereby agrees that any Project shall be performed only at such hours and times as do not interfere with railroad and telecommunications operations. It is understood and hereby agreed that the Grantee may suffer delays and increased costs due to said priority of the Grantor's operations.

BK 1606 PGO 163

The Grantee hereby covenants with the Grantor, its successors, affiliates and assigns to assume, and hereby does assume any and all maintenance or other obligations of the Grantor in respect to the Bridges.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals upon this Release Deed and Covenant on the 30th day of December, 1988.

BOSTON AND MAINE CORPORATION



Karla Blythe-Freese
Witness

By: David A. Fink
David A. Fink, President

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Michael Wheeler
Witness

By: W. L. Fletcher

Number five of seven identical counterparts.

BK 1606 PG 0164

COMMONWEALTH OF MASSACHUSETTS

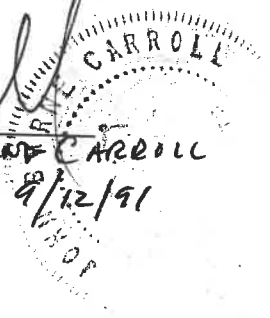
Middlesex, ss.

December 30, 1988

Then personally appeared the above-named David A. Fink, President of the Boston and Maine Corporation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Boston and Maine Corporation, before me

[Handwritten Signature]

Notary Public JOHN BYRON CARROLL
My Commission Expires: 8/12/91



STATE OF NEW HAMPSHIRE

Merriam, ss.

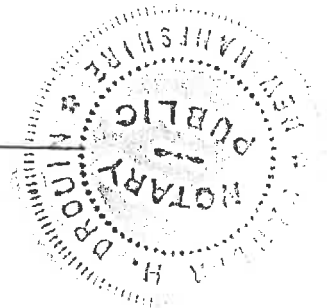
December 30, 1988

Then personally appeared the above-named W. L. Fletcher, the Assistant Commissioner of the State of New Hampshire, Department of Transportation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the same.

[Handwritten Signature]

Notary Public
My Commission Expires:

SANDRA H. BROUN, Notary Public
My Commission Expires February 4, 1992



BK 1606 PGO 165

BK 1606 PG 0166

BOSTON & MAINE
RAILROAD BRIDGES

RAILROAD OWNED - RAILROAD MAINTAINED

TOWN	CARRIED	INTERSECT	BR. NUMBER	MAINTENANCE	R.R. NO.
ANDOVER	N.H. RTE. 11	B & M RAILROAD	159110	RAILROAD	59.37
ANDOVER	N.H. RTE. 11	B & M RAILROAD	206137	RAILROAD & STATE	95.79
WIRBURN	HOOKSETT RD.	B & M RAILROAD	090146	RAILROAD & STATE	33.15
XX					
ROSCAPEN	DEPOT ST.	B & M RAILROAD	131083	RAILROAD	82.64
LANAHAN	U.S. RTE. 4	B & M RAILROAD	187075	RAILROAD & STATE	124.69
JANBURY	U.S. RTE. 4	B & M RAILROAD	156104	RAILROAD	111.18
JANBURY	U.S. RTE. 4	B & M RAILROAD	178091	RAILROAD & STATE	109.83
JOVER	N.H. RTE. 5	B & M RAILROAD	109106	RAILROAD & STATE	65.70
DURHAM	OLD U.S. RTE. 4	B & M RAILROAD	095121	RAILROAD & STATE	61.67
EAST KINGSTON	N.H. RTE. 107A	B & M RAILROAD	061064	RAILROAD & STATE	44.55
ENFIELD	SOUTH ST.	B & M RAILROAD	084155	RAILROAD	131.75
FITZVILLIAM	N.H. RTE. 119	B & M RAILROAD	106093	RAILROAD	77.20
GRAFTON	U.S. RTE. 4	B & M RAILROAD	130094	RAILROAD & STATE	118.46
GREENLAND	BREAKFAST HILL RD.	B & M RAILROAD	142065	RAILROAD	51.45
HAMPTON	U.S. RTE. 1 S.B.	B & M RAILROAD	162112	RAILROAD & STATE	45.84
HAMPTON	U.S. RTE. 1	B & M RAILROAD	163184	RAILROAD & STATE	47.70
LANDAFF	U.S. 302/N.H. 10	B & M RAILROAD	075177	RAILROAD & STATE	102.77
LEBANON	PAYNE RD.	B & M RAILROAD	192129	RAILROAD	134.47
MADBURY	N.H. RTE. 155	B & M RAILROAD	114084	RAILROAD & STATE	63.84
NEWFIELDS	N.H. RTE. 85	B & M RAILROAD	125065	RAILROAD	54.59
NEWFIELDS	N.H. RTE. 109	B & M RAILROAD	127081	RAILROAD & STATE	9.83
NEWMARKET	N.H. RTE. 152	B & M RAILROAD	120089	RAILROAD	57.25
NEWMARKET	N.H. RTE. 106	B & M RAILROAD	125054	RAILROAD & STATE	55.47
NORTH HAMPTON	U.S. RTE. 1	B & M RAILROAD	148132	RAILROAD & STATE	49.92
NORTH HAMPTON	N.H. RTE. 101-D	B & M RAILROAD	136088	RAILROAD	48.78
ORANGE	U.S. RTE. 4	B & M RAILROAD	049071	RAILROAD & STATE	123.29
PLAISTOW	N.H. RTE. 125	B & M RAILROAD	110062	RAILROAD & STATE	37.31
PLAISTOW	KINGSTON RD.	B & M RAILROAD	137115	RAILROAD & STATE	38.83
PLAISTOW	N.H. RTE. 121	LITTLE RIVER & RAILROAD	105028	RAILROAD & STATE	36.47
ROLLINSFORD	MAIN ST.	B & M RAILROAD	091085	RAILROAD & STATE	70.31
SEABROOK	N.H. RTE. 286	B & M RAILROAD	136051	RAILROAD & STATE	41.42

BK 1606 PG 0167

BOSTON & MAINE
RAILROAD BRIDGES

RAILROAD OWNED - STATE MAINTAINED

TOWN	CARRIED	INTERSECT	NUMBER	MAINTENANCE	R.R. NO.
ANDOVER	N.H. RTE. 4A & 11	B & M RAILROAD	058103	STATE	104.54
ANDOVER	N.H. RTE. 4	B & M RAILROAD	118095	STATE	101.61
BOSCAWEN	N.H. RTE. 4	B & M RAILROAD	119040	STATE	60.38
CONCORD	N.H. RTE. 202	B & M RAILROAD	152104	STATE	74.12
CONCORD	N.H. RTE. 202	B & M RAILROAD	150107	STATE	0.80
CONCORD	RTE. 93 (RAMP)	B & M RAILROAD	152107	STATE	0.77
COBHAM	N.H. RTE. 2	B & M RAILROAD	049101	STATE	147.72
LISEON	N.H. RTE 302	B & M RAILROAD	095112	STATE	106.15
SURRY	N.H. RTE. 12	B & M RAILROAD	082040	STATE	58.03
TROY	N.H. RTE. 12	B & M RAILROAD	096091	STATE	81.82
WALFOLE	N.H. RTE. 12	B & M RAILROAD	208060	STATE	105.86

Number of bridges on page 1: 31

Number of bridges on page 2: 11

Total bridges: 42