

by C. B. Humphrey its Vice President, and his signature to be attested and the corporate seal to be hereto affixed by Geo. R. Angus, its Assistant Secretary, both thereto duly authorized, and said S. Parkman Shaw, Jr. has hereunto set his hand and seal, this twenty eighth day of September in the year one thousand nine hundred and twenty six.

Commonwealth of Massachusetts. Suf-) Old Colony Trust (Corporate)
folk ss. Boston, September 28,) Company, Trustee (Seal)
1926. Then personally appeared) by C. B. Humphrey
the above named C. B. Humphrey and) Vice President
Geo. R. Angus, to me personally) Attest: Geo. R. Angus
known, who, being by me duly sworn) Asst. Secretary
did depose and say that they re-) S. Parkman Shaw, Jr. (seal)

side in Boston Massachusetts, and Boston, Massachusetts, respectively, that they are the Vice President and the Assistant Secretary, respectively, of the Old Colony Trust Company, the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation and that they signed their names thereto by like order; and they severally acknowledged said instrument to be the free act and deed of the said Old Colony Trust Company. IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal. Abbott W. Fish, Notary Public. My commission expires March 10, 1927. (Notarial Seal).

Essex ss. Received Nov. 8, 1926 at 9 A. M. Recorded and Examined.

This indenture made this thirtieth day of September 1926, by and between the Boston and Maine Railroad, a corporation existing under and by virtue of the laws of the Commonwealth of Massachusetts, hereinafter called the "Railroad" or "Lessor", party of the first part, and the Eastern Massachusetts Electric Company, a corporation existing under and by virtue of the laws of said Commonwealth, hereinafter called the "Company" or "Lessee", party of the second part. WITNESSETH: That the Railroad, IN CONSIDERATION OF one hundred forty thousand dollars (\$140,000.) paid, grants, in so far as it lawfully may, to the Company with QUITCLAIM covenants, FIRST: All of its land situated in Danvers, Middleton and North Andover, in the County of Essex and Commonwealth aforesaid, included within the limits of that portion of the Lawrence Branch, so called, formerly operated by the Railroad, which extends from a point in said Danvers five hundred twenty five (525) feet measured on the base line of the location of said Branch northwesterly from the southwesterly side line of Maple Street, near Hathorne Station,

Lease

Boston and
Maine R. R.
to
Eastern Mass.
Electric Co.

See Plan #665

See Release B 1993 Pg 89
 See Release B 1993 Pg 20. See Release B

to a point nine hundred (900) feet easterly from the easterly line of Stevens Street, near Stevens Station, in said North Andover about ten and seven tenths (10.7) miles, together with all land of the Railroad contiguous to or adjacent to the said portion of said Branch, all as shown on four plans marked, "Land in Danvers, Middleton and North Andover Mass. on Lawrence Branch, Boston and Maine Railroad to Eastern Massachusetts Electric Co. Scale 1 in. 500 ft. July 1926 C. J. Griffin, Real Estate Eng'r." Sheets 2, 3, 4 and 5 herewith recorded, copies of which are hereto attached, to which reference is hereby made for a further description of the premises hereby conveyed. Excepting, however, from this conveyance the following described parcel of land: About three and three tenths (3.3) acres of land in said Middleton situated on the southerly side of said location on Central and Washington Streets, and shown as parcel 2 on Sheet 2 aforesaid. SECOND: All of its right, title and interest in and to a certain piece or parcel of land in said Danvers adjoining the northeasterly side of that portion of said Lawrence Branch hereinafter leased by the Railroad to the Company and situated a short distance northwesterly from Maple Street, BOUNDED and described as follows: Beginning on the northeasterly side line of the location of said Branch at a point forty one and twenty five hundredths (41.25) feet northeasterly from and at right angles to the center line of said location and about five hundred twenty (520) feet northwesterly from the northerly side line of Maple Street, so called, at a stone wall, thence running northeasterly by said wall about one hundred thirteen and two tenths (113.2) feet; thence turning and running northwesterly about seven hundred twenty seven (727) feet; thence turning and running easterly about four hundred nine and eight tenths (409.8) feet; thence turning and running northeasterly about seventy nine (79) feet; thence turning and running northwesterly about seven hundred eighty five (785) feet; thence turning and running westerly about five hundred seventy six and two tenths (576.2) feet; thence turning and running northwesterly about three hundred seventy three and five tenths (373.5) feet; thence turning and running southwesterly about one hundred seventeen and six tenths (117.6) feet to said side line of said location; thence turning and running southeasterly by said location line about two thousand six (2006) feet to the point of beginning, containing about fourteen (14) acres, and shown as Parcel 1 on Sheet 1 of the plans marked, "Land in Danvers, Middleton and North Andover, Mass. on Lawrence Branch, Boston and Maine Railroad to Eastern Massachusetts Electric Co. Scale 1 in. 500 ft. July 1926, C. J. Griffin, Real Estate Eng'r." to which reference is hereby made for a further description of said parcel. THIRD: All of its land situated in Wakefield, in the

County of Middlesex, and in Lynnfield and Peabody, in the County of Essex, all in the Commonwealth aforesaid, included within the limits of that portion of the South Reading Branch, so called, formerly operated by the Railroad which extends from a point in said Peabody two thousand one hundred eighty (2,180) feet measured on the base line of the location of said Branch easterly from the easterly side line of Locust Street, near the line between the towns of Lynnfield and Peabody, to the easterly side line of Vernon, or Melvin Street in said Wakefield about four and one tenth (4.1) miles, together with all land of the Railroad contiguous to or adjacent to said portion of said Branch, all as shown on two plans marked, "Land in Peabody, Lynnfield and Wakefield Mass. on South Reading Branch, Boston and Maine Railroad to Eastern Massachusetts Electric Co. Scale 1 in. 500 ft. June 1926. C. J. Griffin Real Estate Eng'r." Sheets 2 and 3 herewith recorded, copies of which are hereto attached, to which reference is hereby made for a further description of the premises hereby conveyed. Excepting, however, from this conveyance a certain parcel of land containing about six thousand six hundred (6,600) square feet in said Lynnfield situated on the northerly side of the location of said Branch and on the southeasterly side of Broadway, and shown as Parcel 2 on Sheet 2 aforesaid. FOURTH: All of its land situated in Revere, in the County of Suffolk, and Commonwealth aforesaid, included within the limits of that portion of the Chelsea Beach Branch, so called, formerly operated by the Railroad which extends northerly from the easterly side line of the State Traffic Road near Kimball Avenue about two and seven tenths (2.7) miles to Pines River at the line between the City of Revere in the County of Suffolk and the Town of Saugus in the County of Essex, together with all land of the Railroad contiguous to or adjacent to the said portion of said Branch, all as shown on a plan marked "Land in Revere, Mass. on Chelsea Beach Branch, Boston and Maine Railroad to Eastern Massachusetts Electric Co. Scale 1 in. 500 ft. June 1926. C. J. Griffin Real Estate Eng'r." herewith recorded, a copy of which is hereto attached, to which reference is hereby made for a further description of the premises hereby conveyed. FIFTH: A certain piece or parcel of land situated in Georgetown in the County of Essex, westerly of West Main Street and bounded on its three sides by the land or location of the Railroad hereinafter leased to the Company, and BOUNDED and described as follows: Beginning at a point forty (40) feet southerly from and on a line radial to the base line of the location of the Georgetown Branch of the Railroad at Station 7 + 5; which station is one hundred eighty (180) feet measured on the said base line of said location westerly from the westerly side line of West Main Street;

thence running south 30° 30' west two hundred (200) feet; thence turning and running north 44° west three hundred eighteen and seven tenths (318.7) feet; thence turning and running south 80° east three hundred twenty seven and nine tenths (327.9) feet to the point of beginning; said parcel containing about thirty thousand seven hundred fifteen (30,715) square feet, and being shown as parcel 1 on a plan marked, "Land in Georgetown, Groveland and Haverhill, Mass. on Georgetown Branch, Boston and Maine Railroad to Eastern Massachusetts Electric Co. Scale 1 in. 500 ft. Aug. 1926, C. J. Griffin, Real Estate Eng'r." Sheet 1 herewith recorded, a copy of which is hereto attached, to which reference is hereby made for a further description of said parcel hereby conveyed. Excepting also from this conveyance all tracks, ties, buildings, bridges and other structures on the land herein intended to be conveyed; reserving to the Railroad, its successors and assigns, the right to enter upon said land from time to time, within nine months from the date hereof, to remove said tracks, ties, buildings, bridges and other structures, and any of said tracks, ties, buildings, bridges and other structures not so removed upon the expiration of said nine months shall thereupon become the property of the Company, its successors and assigns, forever. The land herein conveyed is subject to all existing reservations, restrictions, covenants, easements, agreements and obligations made or suffered by the Railroad, and subject to all rights of the public and individuals in and to all crossings of public and private highways and roads and to all rights for the maintenance and use of pipes, conduits, poles and wires under, over, across and along said parcels of land; provided, however, that as between the Railroad and the Company the responsibility of the Railroad, if any, to maintain existing highway bridges over said land shall rest upon the Railroad. Said premises are also conveyed subject to the municipal taxes assessed as of April 1, 1926, which shall be apportioned between the parties hereto as of the date of passing papers. The Railroad, under provisions of Chapter 256 of 1926 Acts of Massachusetts Legislature, approved April 16, 1926, on which no petition for suspension and referendum has been filed within thirty (30) days from April 16, 1926, the date when said Act was approved, with the Secretary of State of said Commonwealth, and said law not having been suspended, as provided in the Amendments to the Constitution of Massachusetts, "The Referendum", III, Section 3, or under any future Legislative Act, hereby consents to land takings by the right of eminent domain by the Company, of such lands as the Railroad does not hold in fee, within the locations of the Railroad hereinabove described. This indenture also witnesseth: That the Railroad, for the consideration aforesaid, and each of the

parties hereto, for itself, its successors and assigns, and each IN CONSIDERATION OF the grants, covenants and agreements herein contained made by the other, have granted, covenanted and agreed, and do hereby grant, covenant and agree, each to and with the other, its successors and assigns, as follows, to wit: (1) The Railroad, so far as it lawfully may, and subject to the qualifications hereinafter made, does hereby grant, lease, demise and let unto the Company, its successors and assigns, (a) The right to construct, maintain and operate lines for the transmission of electricity on, under and over the following described portions of the rights of way and locations of the Railroad situated in North Andover, Haverhill, Newburyport, Newbury, Georgetown, Groveland, Boxford, Topsfield, Wenham, Danvers, Peabody, Lynnfield, Salem, Saugus, Wakefield, Melrose, Revere and Chelsea, in the Counties of Essex, Middlesex and Suffolk, all in the Commonwealth of Massachusetts. I. Danvers and North Andover. That portion of the Lawrence Branch, so called, of the Railroad which extends from a point in said Danvers five hundred (500) feet measured on the base line of the location of said branch northwesterly from its intersection with the base line of the location of the Newburyport Branch of said Railroad about two and one tenth (2.1) miles to a point five hundred and twenty five (525) feet measured on said base line of the location of said Lawrence Branch northwesterly from the southwesterly side line of Maple Street near Hathorne Station in said Danvers. Also that other portion of said Lawrence Branch which extends from a point nine hundred (900) feet easterly from the easterly line of Stevens Street, near Stevens Station in said North Andover, to the easterly line of Main Street in said North Andover about one and six tenths (1.6) miles together with all land of the Railroad contiguous to or adjacent to said portions of said branch, all as shown on four plans marked, "Land in Danvers, Middleton and North Andover, Mass. On Lawrence Branch, Boston and Maine Railroad to Eastern Massachusetts Electric Co. Scale 1 in. 500 ft. July 1926. C. J. Griffin, Real Estate Eng'r." Sheets 1, 2, 5 and 6 herewith recorded, copies of which are hereto attached, to which reference is hereby made for a further description of the premises hereby leased for the purposes aforesaid. II. Newburyport Branch. Also that portion of the Newburyport Branch, so called, of the Railroad which extends from the northeasterly line of old Vernon Street in said Wakefield about five and three tenths (5.3) miles to the southwesterly side line of the location of the Salem and Lowell Branch of said Railroad. Also that portion of said Newburyport Branch which extends from the northeasterly side line of the location of said Salem and Lowell Branch about three and one tenth (3.1) miles to the southwesterly side line of said Lawrence Branch

in said Danvers. Also that portion of said Newburyport Branch which extends from the northeasterly side line of Oak Street in said Danvers about nineteen and nine tenths (19.9) miles to the land or location of the Main Line, Portland Division, Portsmouth Route of said Railroad at a line which is one hundred (100) feet westerly from and parallel with the base line of the location of said Main Line in said Newbury and Newburyport, together with all the land of the Railroad contiguous to or adjacent to the said portions of said Branch, except as hereinafter mentioned as shown on ten plans marked, "Land in Wakefield, Lynnfield, Peabody, Danvers, Wenham, Topsfield, Boxford, Georgetown, Newbury, and Newburyport, Mass. On Newburyport Branch, Boston and Maine Railroad to Eastern Massachusetts Electric Co. Scale 1 in. 500 ft. Aug. 1926, C. J. Griffin, Real Estate Eng'r." Sheets 1 to 10 inclusive, herewith recorded, copies of which are hereto attached, to which reference is hereby made for a further description of the premises hereby leased for the purposes aforesaid. Excepting, however, from this lease the following described parcels of land: About three tenths (0.3) of an acre of land in said Lynnfield situated on the westerly side of the highway at Lynnfield Centre Station and on the northerly side of the location of said Branch and shown as Parcel 1 on Sheet 1. About twenty and nine tenths (20.9) acres of land in said Peabody situated on the southeasterly side of said location between the Town Line between Lynnfield and Peabody and Lake Street, and shown as Parcel 2 on Sheet 2 aforesaid. About nine tenths (0.9) of an acre of land in said Peabody situated on the westerly side of Lake Street and on the southerly side of said location and shown as parcel 3 on Sheet 2 aforesaid. About one and five tenths (1.5) acres of land in said Peabody situated on the southerly side of said location and on the northeasterly side of said Lake Street, and shown as Parcel 4 on Sheet 2 aforesaid. About one and nine tenths (1.9) acres of land in said Peabody situated on the northerly side of said location and on the northeasterly side of Winona Street, and shown as Parcel 5 on said Sheet 2 aforesaid. About nine tenths (0.9) of an acre of land situated in said Peabody on the southerly side of said location and on the northeasterly side of Winona Street, and shown as Parcel 6 on Sheet 2 aforesaid. About six tenths (0.6) of an acre of land situated in said Peabody on the northerly side of said location between the Newburyport Turnpike and Lowell Street, and shown as Parcel 7 on Sheet 3 aforesaid. About four tenths (0.4) of an acre of land in said Peabody situated on the southerly side of said location and on the easterly side of the Newburyport Turnpike, and shown as Parcel 8 on Sheet 3 aforesaid. About two tenths (0.2) of an acre of land in said Danvers situated on the northerly side of said location

and on the southwesterly side of Collins Street, and shown as Parcel 9, on Sheet 3 aforesaid. About three tenths (0.3) of an acre of land in said Danvers situated on the southerly side of said location and on the westerly side of Pine Street, and shown as Parcel 10 on Sheet 3 aforesaid. About eleven and one tenth (11.1) acres of land in said Topsfield and Boxford situated on the northeasterly side of said location a short distance southeasterly from Boxford Station and shown as Parcel 14 on Sheet 6 aforesaid. About nine and five tenths (9.5) acres of land in said Georgetown situated on the southeasterly side of said location and on the northeasterly side of Thurlow Street, and shown as Parcel 15 on said Sheet 8. III. Newburyport City Branch. Also that portion of the Newburyport City Branch, so called, of the Railroad which extends from the southeasterly side line of State Street in said Newbury to the terminus of said Branch in said Newburyport, about one and eight tenths (1.8) miles, together with all the land of the Railroad contiguous to or adjacent to the said portion of said Branch, except as hereinafter mentioned, as shown on a plan marked, "Land in Newbury and Newburyport, Mass. Newburyport City Branch, Boston and Maine Railroad to Eastern Massachusetts Electric Co. Scale 1 in. 500 ft. Aug. 1926, C. J. Griffin, Real Estate Eng'r." Sheet 1, herewith recorded, a copy of which is hereto attached, to which reference is hereby made for a further description of the premises hereby leased for the purposes aforesaid. Excepting, however, from this lease a certain parcel of land containing about sixteen (16) acres, situated on the northwesterly side of said location, partly in the City of Newburyport and partly in said Newbury, and being on the southerly side of High Street in said Newburyport, and being shown as Parcel 1 on said plan. IV. Georgetown Branch. Also that portion of the Georgetown Branch, so called, of the Railroad which extends from the westerly line of West Main Street in said Georgetown about five and nine tenths (5.9) miles to a point in said Haverhill about five hundred forty (540) feet southwesterly from the southwesterly side line of Prospect Street, together with all the land of the Railroad contiguous to or adjacent to the said portion of said Branch, except as hereinafter mentioned, as shown on two plans marked, "Land in Georgetown, Groveland and Haverhill, Mass. on Georgetown Branch, Boston and Maine Railroad to Eastern Massachusetts Electric Co. Scale 1 in. 500 ft. Aug. 1926, C. J. Griffin, Real Estate Eng'r." Sheets 1 and 2, herewith recorded, copies of which are hereto attached, to which reference is hereby made for a further description of the premises hereby leased for the purposes aforesaid. Excepting, however, from this lease the following described parcels of land: About five tenths (0.5) of an acre of land in said Georgetown

situated on the southwesterly side of said location and on the easterly side of a highway near the line between said Georgetown and said Groveland, and shown as Parcel 2 on Sheet 1 aforesaid. About two tenths (0.2) of an acre of land in said Groveland situated on the northeasterly side of said location and on the westerly side of said highway and shown as Parcel 3 on Sheet 1 aforesaid. About six and four tenths (6.4) acres of land in said Groveland near the line between said Groveland and said Haverhill situated on the northeasterly side of said location and on the westerly side of Main Street and shown as Parcel 4 on Sheet 2 aforesaid. About four tenths (0.4) of an acre of land in said Haverhill at Haverhill Bridge Station, situated on the southerly side of said location westerly of Main Street, and shown as Parcel 5 on Sheet 2 aforesaid. V. South Reading Branch. Also that portion of the South Reading Branch, so called, of the Railroad which extends from the southwesterly side of Lowell Street in said Peabody to a point in said Peabody two thousand one hundred eighty (2180) feet, measured on the base line of the location of said Branch, easterly from the easterly side line of Locust Street near the line between the Towns of Lynnfield and Peabody, about three and two tenths (3.2) miles, together with all the land of the Railroad contiguous to or adjacent to the said portion of said Branch, except as hereinafter mentioned, as shown on two plans marked, "Land in Peabody, Lynnfield and Wakefield, Mass. on South Reading Branch, Boston and Maine Railroad to Eastern Massachusetts Electric Co. Scale 1 in. 500 ft. June 1926, C. J. Griffin, Real Estate Eng'r." Sheets 1 and 2, herewith recorded, copies of which are hereto attached, to which reference is hereby made for a further description of the premises hereby leased for the purposes aforesaid. Excepting, however, from this lease the following described parcel of land: About twenty eight hundred (2800) square feet of land in said Peabody situated on the southwesterly side of Lowell Street and shown as Parcel 1 on Sheet 1 aforesaid. VI. Danvers to property of the Salem Terminal Corporation in Salem. Those portions of the Lawrence Branch, so called, and of the Phillips Wharf Branch, so called, together with that portion of the main line of said Railroad between said Branches which portions of said Railroad extend from a point in said Danvers five hundred (500) feet, measured on the base line of the location of said Lawrence Branch northwesterly from its intersection with the base line of the location of the Newburyport Branch of said Railroad to a point in said Salem at or near Derby Street at the property of the Salem Terminal Corporation, about five and nine tenths (5.9) miles. VII. North Andover to Bradford. That portion of the Lawrence Branch, so called, of the Railroad and that portion of the main line,

Portland Division, Western Route, of the Railroad which extend from the easterly line of Main Street in said North Andover to the westerly abutment of the railroad bridge over the Merrimack River in the Bradford District of said Haverhill, about five and four tenths (5.4) miles VIII. Crossings in Peabody, Danvers, Salem, Newbury, Newburyport and Haverhill. That portion of the Newburyport Branch in said Peabody between the southwesterly and northeasterly side lines of the location of the Salem & Lowell Branch, so called, of the Railroad. That portion of said Newburyport Branch which extends from the southwesterly side line of said Lawrence Branch in said Danvers to the northeasterly side line of Oak Street in said Danvers, about thirty five hundredths (0.35) of a mile, shown as Parcels 11, 12 and 13 on Sheet 3 of 10 Sheets of said Newburyport Branch. That portion of the said Newburyport and the said Newburyport City Branches, so called, of the Railroad, in said Newbury and Newburyport which extend from a line one hundred (100) feet westerly from and parallel with the base line of the location of the main line, Portland Division, Portsmouth Route, of said Railroad across the location of said main line to the southeasterly side line of State Street in said Newbury, about thirteen hundredths (0.13) of a mile. That portion of said Georgetown Branch, so called, of the Railroad which extends from said point in said Haverhill about five hundred forty (540) feet southwesterly from the southwesterly side line of Prospect Street to the westerly abutment of said railroad bridge over the Merrimack River. That portion of said South Reading Branch in said Peabody which extends from the southwesterly side line of Lowell Street to the said Lawrence Branch at Peabody Station. A crossing over that portion of the said Newburyport Branch at or near Wenham Street in said Danvers. A crossing over the main line Portland Division, Portsmouth Route, between the said Phillips Wharf Branch of the Railroad and North River in said Salem. IX. Wakefield to Melrose. Also those portions of the said Newburyport and South Reading Branches and of the main line, Portland Division, Western Route of the Railroad which extend from the easterly side line of Vernon, or Melvin Street in said Wakefield and from the northeasterly side line of old Vernon Street in said Wakefield to Franklin Street in said Melrose, about two and seventy five hundredths (2.75) miles. X. Revere, Chelsea and Saugus. Also that portion of said Chelsea Beach Branch, so called, and that portion of the main line, Portland Division, Portsmouth Route, so called, of the Railroad which extend from said point at the easterly side line of the State Traffic Road near Kimball Avenue in said Revere to the location in Chelsea of the wires of the Edison Electric Illuminating Company of Boston at or near Chelsea or Mill Creek.

so called, about one and three tenths (1.3) miles; also that portion of said Chelsea Beach Branch, so called, in said Saugus which extends from Pines River at the line between the said City of Revere and the said Town of Saugus to the southeasterly side line of the location of said main line Portland Division, Portsmouth Route. TO HAVE AND TO HOLD all and singular the premises herein demised to the Lessee, its successors and assigns, for and during the term of ninety nine (99) years from the first day of July in the year one thousand nine hundred and twenty six, the said Lessee keeping and performing the covenants and agreements herein contained on its part to be kept and performed. No additional sum of money shall be paid as rent hereon by the Lessee during said term. (2) Subject to the approval hereinafter provided for, the Lessee may erect and use any types of construction for the transmission of current as may be suitable. Complete drawings giving full information concerning any proposed location and type of construction of any line, the dimensions and materials of the wires, cables and appurtenances, with statement of the characteristics of the current to be used, shall be seasonably submitted, before the work is commenced thereon, to the principal engineering officer, for the time being, of the Lessor, for his approval, and no construction shall be undertaken before said plans are approved by said Engineer. All work shall be done in such manner as not to injure or damage the structures, roadway, railroad or tracks of the Lessor, and in such manner as not to endanger, obstruct or impede the operation or use of its railroad, and after completing the construction of said transmission line, the lands, structures, roadway, railroad and tracks of the Lessor, shall be restored to the same or as good a condition as prior to the commencement of such work of construction, and all the work to be done within the property lines of the Lessor shall be done by the Lessee under the supervision and control and to the satisfaction of the said Engineer, or such person or persons as he may appoint for that purpose, and all rules and regulations in regard to the same which he may make in order properly to protect the public and the property and traffic of the Lessor shall be strictly obeyed and conformed to by the Lessee, and by the contractors, agents and servants of the Lessee. The line erected by the Lessee on the Newburyport Branch under the agreement of September 3, 1919 between the plant of the New England Sand & Gravel Company situated in said Lynnfield and the Danvers Municipal Light Plant in said Danvers shall remain as at present located and be repaired and renewed at the option of the Lessee until the Lessee elects to replace it by some other type of construction. (3) All work to be done by the Lessee or by its contractors, agents or servants, in connection with the construc-

tion of said overhead transmission lines and underground duct lines, including any and all changes in the location of the poles, wires or other appliances of the Lessor or of preexisting lessees which in the judgment of the Engineer of the Lessor are necessary on account of the construction of said overhead transmission lines and underground duct lines, as well as all work done in connection with the repair, maintenance, renewal, or removal thereof, shall be done at the risk of the Lessee, without expense to the Lessor, or to its preexisting lessees, and the cost of all work done by the Lessor, in connection therewith, and the wages of any watchman or watchmen which, in the judgment of the said Engineer, may be required during the performance of said construction or in connection with the repair, renewal, maintenance, removal, use or existence thereof for the proper and safe protection of the public or the property, traffic and business of the Lessor, or of preexisting lessees, shall be paid to the Lessor by the Lessee upon bills being rendered to the Lessee therefor. (4) The Lessee at all times shall maintain and keep its overhead transmission lines and underground duct lines in good and safe repair, and shall erect and maintain guards or telltales, as required by law, at all towers and other structures erected or placed by the Lessee over the tracks of the Lessor, without notice from the Lessor. Before making any permanent alterations or changes in the construction of the transmission line or underground duct lines in or upon the premises of the Lessor, the Lessee shall submit to the said Engineer drawings giving full information concerning the proposed changes, and no work shall be done before said plans are approved by said Engineer. All repairs, renewals, alterations or changes, except in cases of emergency, in the said transmission lines or underground duct lines in or upon the premises of the Lessor shall be made by the Lessee under the supervision and control and to the satisfaction of the said Engineer, or such person or persons as he may appoint for such purpose, at the sole expense of the Lessee, such matters to interfere as little as possible with the premises, property and business of the Lessor, and the Lessee shall, at the cost and expense of the Lessee, restore the premises of the Lessor to the same or as good a condition as they were in prior to the making of such repairs or renewals. The Lessor reserves the right, without assuming any responsibility therefor, to inspect the said transmission lines and said duct lines and appurtenances thereto at any and all times, and if, in the judgment of the said Engineer of the Lessor, repairs, renewals, alterations or changes are necessary for the safe protection of the public, or the property, traffic and business of the Lessor, or to prevent interference with the wires of the Lessor, the

Western Union Telegraph Company, the New England Telephone & Telegraph Company, or other preexisting lessees of the Lessor, the Lessee, within ninety (90) days after written notice from the Lessor, shall make such repairs, alterations, renewals, or changes as soon as it can reasonably do so, or after said ninety (90) days, the Lessor may make such repairs, renewals, alterations or changes, and the expense thereof shall be paid to it by the Lessee. (5) The right of approval given in this instrument to the said Engineer of the Lessor, or to such other person as he may appoint, of plans, statements of the characteristics of the current to be used, work performed or to be performed, or the right to establish rules, shall not be exercised in such a manner or to such an extent as will prevent the Lessee from using the demised premises as provided herein. (6) It is agreed that all structures erected, placed or owned by the Lessee on the leased premises are to be at the Lessee's sole risk and hazard, and that if the whole or any part of said structures shall be destroyed or damaged by fire, whether such fire is communicated from locomotives of the Lessor or not, or destroyed or damaged in any other way or manner, no part of such loss or damage is to be charged to or to be borne by the Lessor in any case whatever. If any part of the Lessor's location as described herein is taken, then the Lessee shall have the right to move on to and occupy the new line or location of the Lessor, if any. The Lessee further covenants and agrees to indemnify and save harmless the Boston and Maine Railroad, its successors and assigns, or its officers, agents or servants, as their interests may appear, against any and all loss, cost, damage or expense, and against any and all claims or suits for damages to property, personal injury or death, arising out of or in any way referable to the construction, maintenance, removal or use of said overhead transmission lines or underground duct lines. (7) If the Lessor, from time to time hereafter, shall desire to shift its tracks vertically or sideways, to increase the number of its main tracks, or to use rolling stock which requires additional clearance, or to operate by electricity or other power in place of steam, or in case any changes in clearance or in the construction or operation of its railroad may be required by law, the Lessee shall, upon ninety (90) days' notice in writing to that effect, proceed with due diligence at its own cost and expense to make any changes in the location, construction, or clearance of its said overhead transmission lines and underground duct lines as may be necessary to accommodate such construction, improvements or changes of the Lessor. (8) The Lessor, for itself, and its successors and assigns, covenants with the Lessee and its successors and assigns, that at the end of the term of ninety nine (99) years from the effective day of this

lease, at the option of the Lessee, its successors and assigns, the Lessor will renew this lease without change in its terms and conditions for another term of ninety nine (99) years, and so on at the end of each term for ninety nine (99) years, forever, without the payment of rent or further consideration by the Lessee. (9) The Lessor shall have the right at any time to attach to the towers or other supporting structures of the overhead transmission lines of the Lessee any communicating or transmission wires as well as any cross arms, supports or other appurtenances thereof, which in the judgment of the Lessee will not interfere with or prevent the safe and convenient operation and maintenance of such transmission lines, provided, however, that any change in the construction of said towers or supporting structures made necessary by such attachments shall be made at the expense of the Lessor, but no liability shall attach to the Lessee on account of the construction, maintenance or operation of any such wires by the Lessor. (10) The Lessee shall pay or cause to be paid to the Lessor all taxes and assessments which may during the term of this lease be paid by or charged, assessed or imposed against the Lessor upon any and all towers, wires, ducts or other structures or improvements that are owned, erected or placed upon the demised premises by the Lessee, or upon the rights created by this lease. The Lessee shall have the right to contest the legality of the amount of the tax, also the right to petition or sue in the name of the Lessor for the abatement or recovery of the tax. (11) The Lessor makes no covenant, express or implied, not stated herein. The premises are demised without recourse to the Lessor in case of any failure of title, whether by reason of the abandonment of the premises for railroad purposes by the Lessor, or for any other reason, and it is further understood and agreed that the consideration paid hereunder is not separable as between different locations or periods of time, but is final, conclusive consideration for such rights as the Lessor may lawfully give, and that the Lessee shall make no claim for any refund of said rental because of any such failure of title. (12) This lease is upon the condition that if the Lessee shall at any time fail to perform or observe any of the covenants and agreements in this lease contained and on its part to be performed, and said failure shall continue after written notice from the Lessor of such neglect or failure, for three months, or such further time as is required to perform the work, then in case of any such failure, and notwithstanding any license or waiver of any prior breach of condition, without notice or demand, the Lessor shall have the right to enter upon the demised premises and upon any part thereof as for the whole, determine the estate hereby granted, expel the Lessee or those claim-

ing under it, and revert in itself its former estate in the demised premises and every part thereof. (13) The following agreements and leases to which the Boston and Maine Railroad is a party, shall be terminated as of the effective date of this lease: A. Salem Terminal Corporation lease dated August 22, 1923; overhead transmission line and underground conduit Phillips Wharf to main line Eastern Division. B. Eastern Massachusetts Electric Company agreement dated September 3, 1919, transmission line Lynnfield, Peabody and Danvers; C. Agreements between the Eastern Massachusetts Electric Company for submarine cable rights under Mill Creek, dated July 3, 1922; and November 10, 1925, City of Chelsea; D. Eastern Massachusetts Electric Company crossing South Reading Branch wire crossing in Lynnfield, dated April 11, 1917; E. Agreement Suburban Gas & Electric Company, poles and wires between Revere Street and Point of Pines, dated June 1, 1905. F. Eastern Massachusetts Electric Company, Franklin Street, Melrose, to Reading, dated January 20, 1926. The Lessee will secure the consent of the Salem Terminal Corporation and of the Suburban Gas & Electric Company to such cancellations. (14) The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, respectively, and the words "Railroad" and "Lessor" shall be considered as meaning the "Boston and Maine Railroad, its successors or assigns", and the words "Company" and "Lessee" as meaning the "Eastern Massachusetts Electric Company, its successors or assigns", wherever the context does not render such construction impossible. (15) The Lessor covenants that it will not object to the public authorities granting locations to the Lessee over highways crossed by said Railroad location, and so far as the Lessor has the right, it doth hereby grant, demise and lease to the Lessee the right to cross said highways. (16) The Lessor covenants that it will not grant nor demise a like right over the demised premises to any person, firm or corporation during the term hereof. The Lessor shall furnish to the Lessee full information as to all preexisting leases at the time of the execution hereof. (17) The Lessor consents under Chapter 256 of 1926 Acts of Massachusetts Legislature, approved April 16, 1926, on which no petition for suspension and referendum was filed within thirty (30) days from April 16, 1926, the date when said Act was approved, with the Secretary of State of said Commonwealth, said law not having been suspended as provided in the Amendments to the Constitution of Massachusetts, "The Referendum" III, Section 3, at any time during the term hereof or any extension of said term or under any future Legislative Act, to land takings by the right of eminent domain by the Lessee of such lands as the Lessor does not hold in fee within the loca-

tions of the Lessor herein demised, but subject to the rights of the Lessor therein, and subject to the terms and conditions of this lease.

(18) In the event of the Lessor abandoning for railroad purposes, at any time during the term of this lease or any extension thereof, any part or the whole of the railroad locations, with the land contiguous or adjacent thereto as described in Sections I, II, III, IV, and V of this lease, the Lessor agrees to then sell and convey to the Lessee, and the Lessee agrees to purchase from the Lessor the Lessor's interest in such part or the whole of such railroad locations and lands; provided, however, that any sale of that portion of the South Reading Branch described in Section V hereinabove shall except that section thereof which extends from the westerly line of Allen Street to a point about twenty six hundred fifty (2650) feet westerly from the westerly side line of Town Farm Avenue, all in said Peabody, but the Lessee's rights under this lease in the said excepted section of said Branch shall not be affected by this exception. In the event of the Lessor abandoning for railroad purposes, at any time during the term of this lease or any extension thereof, any part or the whole of the railroad locations described in Sections VI, VII, VIII, IX and X of this lease, the Lessor agrees to then sell and convey to the Lessee, and the Lessee agrees to purchase from the Lessor, the Lessor's interest in a strip of land five (5) rods wide throughout the length of such abandoned portions, provided, however, that where the width of said railroad location is less than five (5) rods, the strip of land to be conveyed shall be the maximum width owned by the Lessor. The portions of the railroad land and location to be hereinafter conveyed in accordance with the provisions of this instrument shall be conveyed subject to all then existing reservations, restrictions, covenants, easements, agreements and obligations, in the same manner and upon the same terms as the land herein conveyed is subject. For each of said deeds the Company is to pay the sum of one dollar. IN WITNESS WHEREOF, on the day and year first above mentioned, the said Boston and Maine Railroad and the said Eastern Massachusetts Electric Company have each caused their respective seals to be hereto affixed and these presents to be signed in their respective names and behalf, each by its proper officer thereunto duly authorized.

H. L. Truesley, 10/19/26. Special Agent for Real Estate & Rights of Way. Commonwealth of Massachusetts. Middlesex ss. October 19, 1926. Then personally appeared the above named William) Boston and Maine Railroad (Corporate)) by William J. Hobbs (Seal)) Vice President.) Eastern Massachusetts (Corporate)) Electric Company. (Seal)) by Albert B. Tenney) President	Approved 10/19,26 Wm. B. Sullivan Atty.
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