

June 14, 2013

Cynthia T. Brown  
Chief of the Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, SW  
Washington, DC 20423

234396  
ENTERED  
Office of Proceedings  
June 14, 2013  
Part of  
Public Record

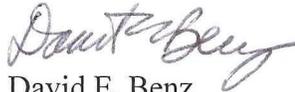
**Re: STB Docket No. FD 35598, Eastern Maine Railway Company – Assignment of Trackage Rights Exemption – Montreal, Maine & Atlantic Railway, Ltd. and Maine Northern Railway Company**

Dear Ms. Brown:

The Eastern Maine Railway Company (“EMR”) filed a Notice of Exemption (“Notice”) in the above-captioned docket on February 16, 2012 regarding an assignment of trackage rights. The trackage rights were assigned by the Montreal, Maine & Atlantic Railway (“MMA”), and pertain to a rail line owned by the State of Maine and operated by the Maine Northern Railway Company. The rail line is described in detail in the Notice. At the time the Notice was filed, the agreement by which the trackage rights were to be assigned (the “Assignment Agreement”) had not yet been signed and, consequently, EMR filed a draft version. As an attachment to this letter, EMR is now filing the finalized, signed Assignment Agreement pursuant to 49 CFR § 1180.6(a)(7)(ii). The Assignment Agreement was signed on June 10, 2013.

If you have any questions regarding the matter described herein, please do not hesitate to contact me.

Respectfully submitted,



David E. Benz

*Counsel to Eastern Maine Railway Company*

enclosure

cc: James Howard, counsel to MMA  
Nathaniel M. Rosenblatt, counsel to MMA  
Toni Kemmerle, Chief Counsel, Maine Department of Transportation

## AGREEMENT TO ASSIGN AND ASSUME TRackage RIGHTS

THIS AGREEMENT TO ASSIGN AND ASSUME TRackage RIGHTS (“Agreement”), dated as of JUNE 10, 2013, is made by and between Montreal, Maine & Atlantic Railway, Ltd. (“Assignor”), a Delaware corporation with its place of business at 15 Iron Road, Hermon, Maine, and Eastern Maine Railway Company (“Assignee”), a Maine corporation with its place of business at 300 Union Street, Saint John, New Brunswick E2L4Z2. Hereinafter, Assignor and Assignee shall be collectively referred to as the “Parties.”

### WITNESSETH:

WHEREAS, Assignor obtained overhead trackage rights from the Maine Northern Railway Company (“MNRC”) pursuant to that certain Trackage Rights Agreement: Millinocket – Madawaska, Maine (dated June 1, 2011) (“TRA”) covering the rail line owned by the State of Maine and operated by MNRC between Millinocket, ME and Madawaska, ME;

WHEREAS, the TRA was authorized by the Surface Transportation Board in STB Docket No. 35505;

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “Asset Purchase Agreement”), by and between Assignor and Assignee, Assignor is selling, transferring, assigning, and conveying to Assignee the rail line and related assets between Madawaska, ME and St. Leonard, NB;

WHEREAS, Assignor desires to assign the TRA to Assignee, and Assignee desires to assume such TRA;

WHEREAS, MNRC agrees to provide its consent to this Agreement; and

WHEREAS, assignment of the TRA by Assignor to Assignee was approved by the Surface Transportation Board in Docket No. 35598.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

**1. Effective date**

This Agreement shall be effective upon the consummation of the transaction described in the Asset Purchase Agreement (the “Effective Date”).

**2. Assignment and assumption**

2.1 Assignor does hereby assign, transfer, and set over unto Assignee all of Assignor’s right, title, and interest in, to, and under the TRA as of the Effective Date.

2.2 Assignee hereby accepts this assignment and assumes all of the duties and obligations of Assignor under the TRA on and after the Effective Date.



## Agreement to Assign and Assume Trackage Rights

### 3. Consent

MNRC hereby consents to this Agreement, and acknowledges that Assignee will have all rights, privileges, duties, obligations, and remedies under the TRA from and after the Effective Date.

### 4. Assignor's future rights and obligations

Upon and after the Effective Date, Assignor shall no longer have any rights, interests, duties, or obligations under the TRA; however, this Agreement does not relieve Assignor of any responsibility for performance or non-performance under the TRA prior to the Effective Date.

### 5. Miscellaneous

5.1 None of the terms or provisions of this Agreement may be waived, altered, modified, or amended except by an instrument in writing duly executed by Assignor and Assignee.

5.2 This Agreement and all rights, privileges, duties, and obligations of the Parties hereunder shall be binding upon, and shall inure to the benefit of, the Parties' successors and assigns.

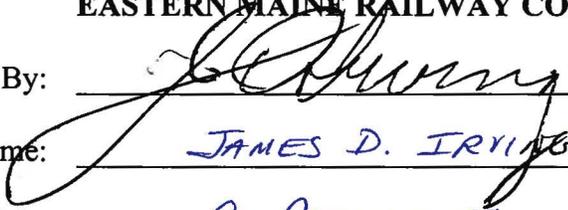
5.3 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maine (without regard to conflicts-of-laws principles that would require the application of any other law).

5.4 This Agreement may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed and delivered as of the date first set forth above.



Agreement to Assign and Assume Trackage Rights

<b>MONTREAL, MAINE &amp; ATLANTIC RAILWAY, LTD.</b>	
By:	_____
Printed name:	_____
Title:	_____
Date:	_____
<b>EASTERN MAINE RAILWAY COMPANY</b>	
 By:	
Printed name:	JAMES D. IRVING
Title:	CO-PRESIDENT
Date:	JUNE 10, 2013
And by:	
Printed name:	WAYNE T. POWER
Title:	VICE PRESIDENT
Date:	JUNE 10, 2013
 By:	<b>consented to by:</b> 
Printed name:	WAYNE T. POWER
Title:	VICE PRESIDENT
Date:	JUNE 10, 2013
<b>MAINE NORTHERN RAILWAY COMPANY</b>	

Agreement to Assign and Assume Trackage Rights

**MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.**

By: *M. Donald Gardner*

Printed name: *M. DONALD GARDNER, JR*

Title: *VP Finance + Administration, CFO*

Date: *June 7, 2013*

**EASTERN MAINE RAILWAY COMPANY**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

And by: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**consented to by:**

**MAINE NORTHERN RAILWAY COMPANY**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_