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April 17, 2012

232201
ENTERED
Office of Proceedings
April 17, 2012
Part of
Public Record

Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D. C. 20423

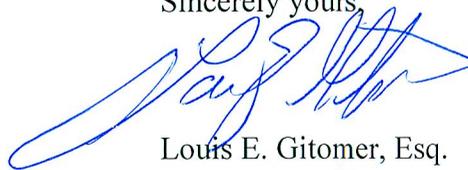
RE: Finance Docket No. 35314, *Massachusetts Coastal Railroad, LLC-
Acquisition-CSX Transportation, Inc.*

Dear Ms. Brown:

CSX Transportation, Inc. ("CSXT") is efilng a copy of the final Release Deed and Assignment of Easement Rights for the Yawkey Segment as required by *Massachusetts Coastal Railroad, LLC-Acquisition-CSX Transportation, Inc.*, STB Finance Docket No. 35314 (STB served March 29, 2010) at 8. On April 2, 2012, CSXT completed the sale of assets to the Massachusetts Department of Transportation. CSXT had the Release Deed recorded on April 2, 2012.

Thank you for your assistance. If you have any questions, please contact me.

Sincerely yours,



Louis E. Gitomer, Esq.
Attorney for CSX Transportation, Inc.

Enclosure



Bk: 49300 Pg: 308 Doc: EASE
Page: 1 of 16 04/02/2012 11:15 AM

Attested hereto

Francis M. Roache
Francis M. Roache
Register of Deeds

EXECUTION COPY
Yawkey Segment

**THIS INSTRUMENT HAS BEEN PREPARED IN
TWO (2) COUNTERPARTS FOR SIMULTANEOUS
RECORDING IN TWO (2) REGISTRIES OF DEEDS**

This instrument prepared by
or under the direction of:

Philip J. Notopoulos, Esquire
Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116

RELEASE DEED AND ASSIGNMENT OF EASEMENT RIGHTS

THIS RELEASE DEED AND ASSIGNMENT OF EASEMENT RIGHTS (this "Deed"),
made as of the 2nd day of April, 2012, between CSX TRANSPORTATION, INC., a Virginia
corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called
"Grantor", and the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, whose mailing
address is 10 Park Plaza, Boston, Massachusetts 02116, hereinafter called "Grantee,"

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(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations or state agencies.)

WITNESSETH:

WHEREAS, Grantor has interests in (i) a line of railroad over which rail freight, commuter rail and intercity rail passenger service are presently conducted, consisting of a 2.64 mile portion of the Boston Main Line from milepost 0.46 to milepost 3.10 and (ii) certain specified properties contiguous to such line; and

WHEREAS, pursuant to a certain Definitive Agreement dated as of October 10, 2008 between Grantee and Grantor, as amended (the "Definitive Agreement"), Grantee agreed to acquire Grantor's interests in such properties and such line of railroad (as hereinafter more particularly described) for the purposes of accommodating public demand for commuter rail transportation, roadways and other public purposes including the continued provision of rail freight service by Grantor, intercity rail passenger service and commuter rail service; and

WHEREAS, the parties desire that Grantee acquire Grantor's interest in such properties and line of railroad and that Grantor retain, and not transfer to the Grantee, a perpetual easement in gross over a portion of such properties and line of railroad, limited for the purpose of the exclusive provision of rail freight service subject to the terms and conditions set forth herein and to the rights of the National Railroad Passenger Corporation ("Amtrak") under the Agreement dated June 1, 1999 and all supplements thereto permitted by the 1985 Operating Agreement (as hereinafter defined), such agreement and supplements being between Grantor and Amtrak or any replacement agreement described in Section 7 hereof provided such replacement agreement complies with the terms and conditions set forth in said Section 7 (collectively, the "Amtrak Agreement"), it being the intention of the parties that Grantor remain, and the Grantee not become, the rail carrier subject to the Interstate Commerce Act, as revised, the Railway Labor Act, as revised, or any other federal law relating to the provision of railroad transportation on such properties;

WHEREAS, this conveyance is made under threat of and in lieu of condemnation by Grantee of the real property of Grantor;

NOW THEREFORE, that Grantor, in consideration of the sum of Three Million Dollars (\$3,000,000:00) paid pursuant to the Definitive Agreement, does hereby grant to Grantee all right, title and interest of Grantor, if any, in and to those certain tracts or parcels of land situate, lying and being in Suffolk County and Norfolk County, Massachusetts, being the "Land" as defined and more particularly described in **Exhibit A** attached hereto and incorporated herein;

BUT EXCLUDING and excepting unto Grantor those parcels, rights and interests listed or shown on **Exhibit B** attached hereto and incorporated herein, as well as all privileges, hereditaments and appurtenances appertaining to any such parcels, rights and interests, and the rights and interests related to the CSXT Yawkey Easement (as hereinafter defined) (the "Excluded Property");

TOGETHER WITH all tracks, rails, ties, switches, crossings, bridges, trestles, culverts, buildings, structures, facilities, signals, crossing protection devices, communication lines, poles, radio masts and other fixtures and improvements which are affixed as of the date hereof to the Land (other than

any such property affixed to the Excluded Property) as well as all privileges, hereditaments and appurtenances appertaining to the Land or any of the foregoing (other than the Excluded Property) (the "Ancillary Property" and together with the Land, the "Property").

THE PROPERTY IS CONVEYED EXPRESSLY SUBJECT TO: (a) those rights, interests, contracts, agreements, leases, licenses and easements which are listed or described on **Exhibit C** attached hereto and incorporated herein; (b) the rights of Amtrak under the Amtrak Agreement; (c) the CSXT Yawkey Easement (as hereinafter defined); (d) building, zoning, subdivision and other applicable federal, state, county, municipal and local laws, ordinances and regulations, all as existing as of the date of this Deed; (e) taxes, tax liens and assessments, both general and special, which are not yet due and payable but which may become due or payable on the Property on or after the date of this Deed; (f) reservations or exceptions whether or not of record, including, without limitation, reservations or exceptions of minerals or mineral rights by third parties; public utility and other easements; and easements, crossings, occupancies and rights-of-way, howsoever created, existing as of the date of this Deed; (g) encroachments or any other state of facts existing as of the date of this Deed which might be revealed from an accurate survey, title search or personal inspection of the Property; and (h) the rights of others in existing roads, streets, ways, alleys and party walls.

RESERVING unto Grantor, its successors and assigns, an EASEMENT IN GROSS (the "CSXT Yawkey Easement") IN PERPETUITY (as hereinafter defined) FOR RAILROAD PURPOSES (as hereinafter defined) in, over or on the Property; including, but not limited to, the use of all the tracks or Trackage (as hereinafter defined) within the Property; but SUBJECT TO:

1. The terms, conditions, limitations, rights and reservations set forth in the instruments creating the Existing Easement Rights, as set forth in **Exhibit A**, and the matters affecting the Existing Easements Rights as set forth in **Exhibit C**.

2. The terms, conditions and limitations of that certain Trackage Rights Agreement effective July 1, 1985 between Consolidated Rail Corporation and the Massachusetts Bay Transportation Authority, an independent authority within the jurisdiction of Grantee ("MBTA"), recorded with the Suffolk Registry of Deeds in Book 15379, Page 10, as amended (the "1985 Operating Agreement").

3. Grantor and Grantee each agree to execute and record any instrument that will be necessary to properly reflect any changes in location or area that are not presently reflected in **Exhibit A** or to reflect any full or partial release of any rights or property hereunder.

4. Grantor and Grantee agree that the CSXT Yawkey Easement is not retained to the exclusion of the use of the Property by Grantee and its assigns, except that Grantor shall be the exclusive provider of Rail Freight Service (as hereinafter defined), and as otherwise set forth in said 1985 Operating Agreement.

5. Transfer of the CSXT Yawkey Easement shall be governed by the provisions of **Exhibit D** and **Exhibit E** attached hereto.

6. The rights of the MBTA to operate Additional Trains, as referred to in Section 5.1.3 of the Definitive Agreement.

7. The terms, conditions and limitations of the Amtrak Agreement. In the event that Grantee or the MBTA enters into a separate agreement with Amtrak after the Second Closing (as defined in said

Definitive Agreement) pursuant to which Grantee or the MBTA provides to Amtrak substantially the same service as Grantor is now providing to Amtrak under the Amtrak Agreement in connection with the railroad lines located on the Property, Grantor shall no longer have any rights or obligations (except as may be required by law) to use the CSXT Yawkey Easement to provide any services to Amtrak. Grantee or the MBTA, in their sole discretion, reserve the right to negotiate an agreement with Amtrak for all purposes for which Amtrak is authorized to operate in connection with the Railroad Assets (as defined in the Definitive Agreement) provided, however, that such agreement shall: (i) comply with all applicable laws; (ii) not alter, amend or modify the liability or indemnity obligations of Amtrak and Grantor towards one another under the Amtrak Agreement, (iii) not cause Grantor to be in violation of Grantor's obligations under the Amtrak Agreement as it applies to the Property and (iv) be subject to the CSXT Yawkey Easement and Grantor's rights under the 1985 Operating Agreement, including, without limitation, the windows of operation, maintenance and access. In the event Grantee or the MBTA do not reach agreement with Amtrak in connection with the Property and Amtrak continues to operate under the CSXT Yawkey Easement, Grantor shall forward any revenue earned with respect to the Property after the recording of this Deed under the Amtrak Agreement (determined in accordance with generally accepted accounting principles) to Grantee promptly after each payment period.

8. Definitions of CSXT Yawkey Easement Terms:

(a) Perpetuity: Until this CSXT Yawkey Easement is abandoned or terminated, as provided in the 1985 Operating Agreement herein referenced. In the event of abandonment or termination of any portion of this CSXT Yawkey Easement as provided in the 1985 Operating Agreement, such portion thereof shall automatically be extinguished.

(b) Trackage: The railway tracks now or hereafter located on, in or below the Property, and all supporting materials, facilities and structures appurtenant thereto (all rails, ties, tie plates, ballast, drainage structures), together with existing or future control devices, signals, switches, communication lines and poles necessary for the safe operation of rail freight; whether main, spur, siding or sidetrack(s); those existing items being the items hereinabove conveyed to Grantee.

(c) Railroad Purposes: The right to use all Trackage on the Property for the exclusive provision of Rail Freight Service, together with the right of ingress and egress over the Property and any adjacent property owned by Grantee to and from said Trackage and facilities located within the Property, provided, however, Grantee or the MBTA may use said Trackage for its own freight needs, being the transport of railroad materials, equipment, ballast, rails and the like owned by Grantee or the MBTA, but not common or contract carriage of freight.

(d) Rail Freight Service: The transportation by rail of property and movable articles of every kind, character and description over the Property, including but not limited to rail freight transportation service to current and future industries, customers and facilities located along the Property, and supporting activities, over the Property, but excluding detour movements of other railroads permitted by Grantee or the MBTA pursuant to the 1985 Operating Agreement.

GRANTEE HEREBY ACKNOWLEDGES THAT THE SUBJECT PROPERTY IS TRANSFERRED AS IS, WHERE IS AND WITH ALL FAULTS, DEFECTS AND CONDITIONS OF ANY KIND, NATURE OR DESCRIPTION AS OF THE DATE HEREOF, AND THAT THERE HAVE BEEN NO REPRESENTATIONS, WARRANTIES, GUARANTEES, STATEMENTS OR INFORMATION, EXPRESSED OR IMPLIED, PERTAINING TO SUCH PROPERTY, TITLE THERETO, THE VALUE, DESIGN OR CONDITION THEREOF, ITS MERCHANTABILITY OR

SUITABILITY FOR ANY USE OR PURPOSE OR ANY OTHER MATTER WHATSOEVER, MADE TO OR FURNISHED TO GRANTEE BY GRANTOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES.

In the event of a conflict between the provisions of this Deed, the Definitive Agreement and/or the 1985 Operating Agreement, the provisions of the 1985 Operating Agreement shall control over the provisions of either this Deed or the Definitive Agreement, and the provisions of this Deed shall control over the Definitive Agreement. The 1985 Operating Agreement and the Definitive Agreement are retained at the offices of the Grantor.

By the recording of this Deed, Grantee agrees that the covenants of Grantee herein shall run with title to the Property conveyed, and bind Grantee, Grantee's successors and assigns, and anyone claiming title to or holding Property through Grantee, for the continuing benefit of, and remaining enforceable by, Grantor, its successors and assigns.

No deed excise stamps are affixed hereto as none are required by law.

This conveyance does not constitute the sale or transfer of all or substantially all of the assets of the Grantor in Massachusetts.

[signature page to follow]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be executed under seal by its officers hereunto duly authorized.

CSX TRANSPORTATION, INC.

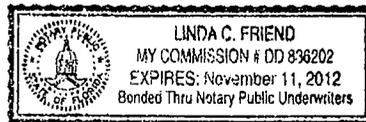
By: Louis E Renjel, Jr
Louis E. Renjel, Jr.
Vice President

STATE OF FLORIDA

DUVAL, ss

On this 13th day of March, 2012 before me, the undersigned Notary Public, personally appeared the above-named Louis E. Renjel, Jr. proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image; oath or affirmation of a credible witness known to me who knows the above signatory; or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him as his free act and deed, voluntarily for its stated purpose, as Vice President of CSX Transportation, Inc.

Linda C Friend
Notary Public (print name): LINDA C. FRIEND
My Commission Expires: 11-11-2012
Qualified in the State of Florida



#11069320_v1

EXHIBIT A
Description of Land

The "Land" is comprised of whatever right, title and interest that Grantor has in the property described below, whether a fee title interest, an easement interest, or otherwise, and, to the extent Grantor's interest consists of an easement interest, this Release Deed and Assignment of Easement Rights shall serve as a grant and assignment of that interest by Grantor to Grantee.

Grantor is conveying hereby Grantor's record title interest in the Land which includes, without limitation, the following perpetual easement rights (collectively, the "Existing Easement Rights") within certain property situated in Boston, Suffolk County, Massachusetts and Brookline, Norfolk County, Massachusetts consisting of that portion of the Main Line of the Boston and Albany railroad line, identified as Line Code 4103, located between Milepost 0.46 (Station 24+16.3) on the north line of Lehigh Street in said Boston and extending to Milepost 3.10 (Station 163+80) on the southerly sideline of Commonwealth Avenue in said Brookline at the municipal boundary line between Brookline and Boston (said beginning and end points being shown on the plans recorded with the Suffolk Deed (as defined below) and the Norfolk Deed (as defined below)):

1. Easement rights for railroad and related purposes originally granted by the Massachusetts Turnpike Authority to The New York Central Railroad by a Deed of Easements dated December 27, 1962, recorded with the Suffolk Registry of Deeds in Book 7710, Page 182, filed with the Suffolk Registry District of the Land Court as Document No. 257947, and recorded with the Norfolk Registry of Deeds in Book 4042, Page 315, as affected by certain matters as set forth on Exhibit C attached hereto; and
2. Easement rights for railroad and related purposes originally granted by the Massachusetts Turnpike Authority to Penn Central Transportation Company by a Deed of Easement dated March 26, 1970, recorded with the Suffolk Registry of Deeds in Book 8373, Page 498, as affected by certain matters as set forth on Exhibit C attached hereto.

TITLE REFERENCES:

The above described Existing Easement Rights being a portion of the real property interests conveyed to New York Central Lines LLC by deeds from Consolidated Rail Corporation dated June 1, 1999, recorded in the Norfolk Registry of Deeds in Book 13889, Page 527 (the "Norfolk Deed"), and recorded in the Suffolk Registry of Deeds in Book 24458, Page 132 (the "Suffolk Deed").

See also:

1. Certificate of Merger of New York Central Lines LLC with and into NYC Newco, Inc., dated August 27, 2004, recorded with the Suffolk Registry of Deeds in Book 37253, Page 9; and
2. Certificate of Merger of NYC Newco, Inc. with and into CSX Transportation, Inc., dated May 19, 2005, recorded with the Suffolk Registry of Deeds in Book 37253, Page 10.

EXHIBIT B
Excluded Property Description

1. The 1985 Operating Agreement (as defined in the deed to which this exhibit is attached).
2. The CSXT Yawkey Easement (as defined in the deed to which this exhibit is attached).

EXHIBIT C
List of Title Exceptions

The premises conveyed hereby are conveyed subject to, and, as the case may be, with the benefit of the following matters:

NOTE: All references to "Norfolk" are to the Norfolk Registry of Deeds, all references to "Suffolk" are to the Suffolk Registry of Deeds, and all references to "Suffolk Land Court" are to the Suffolk Registry District of the Land Court.

1. Rights and reservations as set forth in a deed from New York Central Railroad Company to the Massachusetts Turnpike Authority dated December 14, 1962, recorded in Suffolk Book 7710, Page 168, registered in Suffolk Land Court as Document No. 257944, and recorded in Norfolk Book 4042, Page 256, as affected by Amendment of Deed by Consolidated Rail Corporation and the Massachusetts Turnpike Authority dated January 9, 1979, recorded in Suffolk Book 9154, Page 376, and recorded in Norfolk Book 5575, Page 656.
2. Rights, easements and other matters excepted and reserved from Order of Taking No. B50 by the Massachusetts Turnpike Authority dated December 20, 1962, recorded in Suffolk Book 7710, Page 172, registered in Suffolk Land Court as Document No. 257945, and recorded in Norfolk Book 4042, Page 259.
3. Conditions, limitations, terms, conditions, rights and reservations set forth in Deed of Easements from the Massachusetts Turnpike Authority to The New York Central Railroad Company dated December 27, 1962, recorded in Suffolk Book 7710, Page 182, registered in Suffolk Land Court as Document No. 257947, and recorded in Norfolk Book 4042, Page 315, as affected by:
 - a. Release from The New York Central Railroad Company to the Massachusetts Turnpike Authority dated June 5, 1964, registered in Suffolk Land Court as Document No. 286405;
 - b. Amendment of Easement by the Massachusetts Turnpike Authority and Consolidated Rail Corporation dated January 9, 1979, recorded in Suffolk Book 9154, Page 379, and recorded in Norfolk Book 5575, Page 659; and
 - c. Release Deed from Consolidated Rail Corporation to the Massachusetts Turnpike Authority dated July 19, 1982, recorded in Suffolk Book 10033, Page 304.
4. Agreement by and between The Prudential Insurance Company of America, The Massachusetts Turnpike Authority, and The New York Central Railroad Company dated October 11, 1967, registered in Suffolk Land Court as Document No. 286407.
5. Conditions, limitations, terms, conditions, rights and reservations set forth in Deed of Easement from the Massachusetts Turnpike Authority to Penn Central Transportation Company dated March 26, 1970, recorded in Suffolk Book 8373, Page 498, as affected by Partial Release Deed from Consolidated Rail Corporation to Massachusetts Turnpike Authority dated July 19, 1982, recorded in Suffolk Book 10033, page 305.

6. Agreement between the Commonwealth of Massachusetts and George P. Baker, et al, Trustees in Reorganization of the Property of Penn Central Transportation Company regarding the transfer of all vehicular bridges, dated August 16, 1972, recorded in Suffolk Book 8574, Page 529, and recorded in Norfolk Book 4878, Page 388.
7. Deed and grant of easement from George P. Baker, et al, Trustees of the Property of Penn Central Transportation Company to the Commonwealth of Massachusetts regarding the transfer of rights in the Columbus Avenue bridge, dated December 28, 1972, recorded in Suffolk Book 8600, Page 86.
8. Deed and grant of easement from George P. Baker, et al, Trustees of the Property of Penn Central Transportation Company to the Commonwealth of Massachusetts regarding the transfer of rights in the Tremont Street bridge, dated December 28, 1972, recorded in Suffolk Book 8600, Page 88.
9. Deed and grant of easement from George P. Baker, et al, Trustees of the Property of Penn Central Transportation Company to the Commonwealth of Massachusetts regarding the transfer of rights in the Broadway and Albany Street bridge, dated December 28, 1972, recorded in Suffolk Book 8600, Page 100.
10. Deed and grant of easement from George P. Baker, et al, Trustees of the Property of Penn Central Transportation Company to the Commonwealth of Massachusetts regarding the transfer of rights in the Dartmouth Street bridge, dated December 28, 1972, recorded in Suffolk Book 8600, Page 104.
11. Subject to rights and easements as set forth in a deed from Robert W. Blanchette, et als, as Trustees of the Property of Penn Central Transportation Company, Debtor, to Consolidated Rail Corporation, dated March 30, 1976, recorded in Suffolk Book 9091, Page 153.
12. Subject to rights and easements as set forth in a deed from Robert W. Blanchette, et als, as Trustees of the Property of Penn Central Transportation Company, Debtor, to Consolidated Rail Corporation, dated March 30, 1976, recorded in Norfolk Book 5519, Page 688.
13. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985, recorded in Suffolk Book 15379, Page 10.
14. Perpetual and assignable easements as set forth in an Indenture dated March 25, 1996 by and between Consolidated Rail Corporation, grantor, and CRC Properties, Inc., grantee, recorded in Suffolk Book 20472, Page 195, and in Norfolk Book 11297, Page 490, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999, recorded in Suffolk Book 40949, Page 227.
15. Subject to and with the benefit of rights and easements in a deed from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999, recorded in Suffolk Book 24458, Page 132, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.
16. Subject to and with the benefit of rights and easements in a deed from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999, recorded in Norfolk Book

13889, Page 527, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

17. Memorandum of License by and between CSX Transportation, Inc. and Sprint Communications Company L. P., dated November 30, 2006, recorded in Suffolk Book 40976, Page 153, as affected by Agreement by and among CSX Transportation, Inc., Consolidated Rail Corporation, Sprint Communications Company L.P., and MK Parcel 7 Development LLC, as joined by CSX Fiber Networks, LLC, dated July 6, 2010, recorded in Suffolk Book 46626, Page 19.

GENERAL TITLE EXCEPTIONS:

- A. Title to land located within public or private streets is subject to the rights of all persons lawfully entitled thereto.

EXHIBIT D
Provisions Relating to Transfer of CSXT Yawkey Easement

1. The CSXT Yawkey Easement shall be assignable in whole or in part. Except as hereinafter set forth with respect to transfers to a Related Party (hereinafter defined), neither Grantor, a Related Party, as hereinafter defined, nor any subsequent holder of the benefit of the CSXT Yawkey Easement (each of Grantor, a Related Party and a subsequent holder being a "**Benefitted Holder**"), shall sell, lease, license or otherwise transfer (each such transaction being a "**Transfer**") the benefit of the CSXT Yawkey Easement, in whole or in part, or any interest therein (any such interest being an "**Easement Interest**") to a third party who fails to meet the Transferee Standards set forth on Exhibit E. Notwithstanding the foregoing to the contrary, no Benefitted Holder shall be required to obtain Grantee's consent for a Transfer of an Easement Interest to a Related Party of the Benefitted Holder which is making the Transfer, and such Related Party shall be deemed to have met the Transferee Standards (a "**Related Party Transfer**"). Grantor, a Related Party or the Benefitted Holder, as the case may be, shall deliver to Grantee written notice of every proposed Transfer of an Easement Interest not less than sixty (60) days prior to the effective date of the Transfer of the Easement Interest. Within such sixty (60) day period, if the Transfer is not to a Related Party, Grantee shall either (i) consent to such transfer, such consent not to be unreasonably withheld, conditioned or delayed and which must be given if the proposed transferee meets the Transferee Standards, or (ii) state in detail the reasons for denial of consent or why Grantee contends that the proposed transferee does not meet the Transferee Standards, as the case may be. The preceding notification provision shall apply to each Transfer by Grantor, a Related Party and by each Benefitted Holder; provided, however, that Grantee shall not have any right to approve a transfer to a Related Party.

2. If at any time Grantor, or a party which is a Related Party of Grantor (a "**Grantor Related Party**"), makes a Transfer of an Easement Interest to a third party, Grantor, or a Grantor Related Party, shall promptly pay to Grantee a transfer fee of five (5%) percent of the consideration (the "**Easement Transfer Payment**") paid for such transfer, net of any portion of the consideration attributable to any machinery or equipment included in the transfer. No party to whom Grantor, or a Grantor Related Party, makes a Transfer of an Easement Interest shall be required to make an Easement Transfer Payment with regard to a subsequent Transfer of the same Easement Interest or any part of said Easement Interest. In no event shall Grantor or a Grantor Related Party be responsible for paying an Easement Transfer Payment to Grantee for transactions which are in the ordinary course of Grantor's or the Grantor Related Party's business as a freight rail service provider, including without limitation, freight revenue and other income from freight service. Except with respect to the subsequent Transfer of an Easement Interest for which an Easement Transfer Payment has previously been paid, the Easement Transfer Payment shall apply to each Transfer of an Easement Interest (other than a Related Party Transfer) by Grantor or a Grantor Related Party.

3. No Benefitted Holder shall be required to make an Easement Transfer Payment in connection with any Transfer of an Easement Interest, in whole or in part, to any person, firm, partnership, corporation or other entity now or hereafter affiliated with such Benefitted Holder or in connection with a merger, reorganization, or sale of all or substantially all of such Benefitted Holder's assets (collectively, a "**Related Party**"); provided, however, that a Grantor Related Party shall take such transfer or assignment subject to the aforesaid provisions pertaining to

Grantee's right to collect an Easement Transfer Payment to the extent applicable at the time of such transfer or assignment.

EXHIBIT E
Transferee Standards

In accordance with the provisions set forth in Exhibit D of this Deed ("**Exhibit D**"), no Benefitted Holder (as defined in Exhibit D) shall sell, lease, license or otherwise transfer (each such transaction being a "**Transfer**") the benefit of the CSXT Yawkey Easement, in whole or in part, or any interest therein (any such interest being an "**Easement Interest**") to any person other than a Related Party (as defined in Exhibit D) unless such person (a "**Transferee**") meets all of the following criteria (collectively, the "**Transferee Standards**"):

1. The Transferee has a minimum of two (2) years prior experience conducting freight rail operations in the United States, or is owned or controlled by a company that owns or controls at least one other rail carrier that has a minimum of two (2) years prior experience conducting freight rail operations in the United States. Any such company, rail carrier owned by such holding company, and any other entity that owns or controls the Transferee, or is owned or controlled by the Transferee, is referred to herein as an "**Affiliate**" of the Transferee.
2. The Transferee demonstrates, by providing to the Grantee the information described in Paragraph 3 below, as well as audited financial statements for the previous two (2) years and a business plan for the property to be acquired, that the Transferee has the financial security required to satisfy the financial obligations described in the then-current trackage rights or operating agreement between the Benefitted Holder and the Grantee or the Massachusetts Bay Transportation Authority (the "**MBTA**").
3. The Transferee has disclosed to the Grantee all material litigation, arbitration, mediation, contract dispute, or other disputes submitted to any dispute resolution procedure within the last five (5) years which involved, or arose from, a claim against the Transferee or any Affiliate regarding any of the following: the death or serious injury of any person; business, contract or other commercial disputes; employment, employment discrimination or labor disputes. As used in this Exhibit E, the term "material" means that the item would be considered material in the course of an audit of the firm under Generally Accepted Accounting Principles as expounded by the Financial Accounting Standards Board, or that the item, in the reasonable judgment of the Grantee, calls into question the ability of the Transferee to perform the obligations of the then-current trackage rights or operating agreement between the Benefitted Holder and the Grantee or the MBTA in compliance with such agreement and applicable law.
4. Neither the Transferee nor any Affiliate has filed a bankruptcy petition or made a general assignment for the benefit of creditors, and no other party has filed a bankruptcy petition against the Transferee or any Affiliate in the preceding seven (7) years that has not been dismissed.
5. Neither the Transferee nor any Affiliate has applied for or consented to the appointment of a receiver, trustee or liquidator of Transferee or any Affiliate for all or substantially all of the assets of the Transferee or Affiliate and no order, judgment or decree has been entered by any court of competent jurisdiction on the application of a creditor appointing a receiver, trustee or liquidator of Transferee or Affiliate for all or substantially all of the assets of the Transferee or Affiliate within the preceding seven (7) years.
6. The Transferee has supplied the Grantee with the records of any accident or other incident occurring in the preceding five (5) years that the Transferee or any Affiliate has reported, or was required to

report, to the Federal Railroad Administration (the "FRA") under 49 CFR Part 225. The Transferee has disclosed to the Grantee, with respect to all freight rail operations conducted by the Transferee or any Affiliate within the preceding three (3) years, a list of FRA or state violation notices issued with respect to the regulatory compliance of such freight rail operations, together with a brief description and resolution thereof, and demonstrated that it has complied with any penalties, sanctions, or other obligation relating thereto.

7. Neither the Transferee nor any Affiliate is in violation of any law which has the potential to have a material adverse effect on its freight rail operations over the Freight Easement.
8. Neither the Transferee nor any Affiliate, nor any officer, director or department head of the Transferee or any Affiliate within the preceding five (5) years:
 - a. has been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy, or any act in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any contract with any public entity.
 - b. has had filed against it in a state or federal proceeding any criminal charge of fraud, bribery, collusion, conspiracy, or any act in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any contract with any public entity and such charge has not been finally resolved.
 - c. has had filed against it, in a state or federal court, any civil complaint (including, but not limited to, a cross-complaint), counter claim, or other claim arising out of a contract, alleging fraud, bribery, collusion, conspiracy, or any action in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract with any public entity and such civil complaint, counter claim, or other claim has been found substantially meritorious or has not been finally resolved.
 - d. has within the preceding three (3) years been found, adjudicated, or determined (which finding, adjudication or determination has not been subsequently overturned) by any federal or state court or agency, including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs, and the Massachusetts Commission Against Discrimination, to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended; the Equal Pay Act; Executive Order 11246; or the Massachusetts Law Against Discrimination (Mass. Gen. Laws c. 151B) which violation was of a material nature.
 - e. has within the preceding three (3) years been found, adjudicated or determined (which finding, adjudication or determination has not been subsequently overturned) by any state court, state administrative agency, federal court or federal agency to have violated or failed to comply with any applicable law or regulation of the United States or any state governing prevailing wages (including, but not limited to, payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or

other training, or other fringe benefits) or overtime compensation, which violation or failure to comply was of a material nature.

- f. has been terminated or debarred on any contract issued by any public entity, including, but not limited to, the Grantee or the MBTA, or otherwise declared ineligible to contract with any public entity and such debarment remains in effect; or
 - g. is at the time of the proposed Transfer in default under or otherwise failing to perform any material obligations contained in any contract or agreement with the Grantee or the MBTA, and the Grantee or the MBTA has noticed the Transferee about such default or material nonperformance and otherwise exercised its contractual rights under such contract or agreement with respect to the same.
9. In the event that the Benefitted Holder's interest in the trackage rights agreement or operating agreement between the Benefitted Holder and the Grantee or the MBTA is to be assigned to the Transferee, and if such agreement requires the Benefitted Holder to maintain certain insurance coverage, the Transferee shall demonstrate the ability to secure and maintain insurance coverage in the amounts and on the terms required by such agreement.
10. All Interchange Commitments with the Transferee, if any, shall at all times comply with all applicable STB rules and regulations, if any.

Notwithstanding any provision of this Exhibit E to the contrary, Grantee may, upon the request of the Transferee or the Benefitted Holder, in its sole and absolute discretion, waive, in whole or in part, any or all of the foregoing Transferee Standards, except that Section 10 shall not be waived. No such waiver shall be effective unless evidenced by a written instrument executed by a duly authorized representative of Grantee.