Manchester NH

BOSTON AND MAINE CORPORATION, DEBTOR ROBERT W. MESERVE AND BENJAMIN H. LACY, TRUSTEES

CONTRACT BUREAU TRANSMITTAL MEMO

JAN 6 1976 DATE

FROM: P. E. Churchill

Director-Contract & Pass Bureau

TO: Messrs. P. W. Carr

J. J. Nee

H. B. Berkshire

C. R. Drake

Boston Div. Supt.-G. F. Gallagher

N.E. Div. Supt.-W. V. Furey

Agent- W. K. Palmer

Attached for your information is copy of numbered document checked below.

CONTRACT # 59619

DEED #

CORRESPONDENCE RE CONTRACT #

OPENING NOTICE SENT

CLOSING NOTICE SENT

2014

H-2

H-3

H-11

AGREEMENT TO SWITCH TO AND FROM SIDETRACK

day of 2 cces AGREEMENT made in duplicate this Robert W. Meserve and Benjamin H. Lacy, as Trustees of the Property of Boston and Maine Corporation, Debtor, and not individually (see In the Matter of Boston and Maine Corporation, Debtor, United States District Court for the District of Massachusetts, Docket No. 70-250-M) with offices at 150 Chusewny Street, Boston, Massachusetts, hereinafter called the "Trustees" and Pandora Industries, Inc., a corporation duly organized by law, having a usual place of business at Commercial Street, Manchester, New Hampshire 03105,

hereinafter called the "Shipper."

WITNESSETH:

That WHEREAS section A-B of the sidetrack A-D is owned by the Trustees and section B-D is owned or controlled by the Shipper, as shown on plan attached hereto and made a part hereof, marked:

"Boston and Maine Railroad New Hampshire-Portland Div.-West Side Trks. 0.70 Miles North of West Side Switch 0.70 Files Rotes

WEST MANCHESTER, N. H.

Scale 1" = 40' Division Engr.

Issue A-7-28-

and the Shipper desires the Trustees to switch cars to and from said sidetrack

WHEREAS the Trustees are willing to switch cars to and from said sidetrack subject to reasonable terms and regulations.

NOW, THEREFORE, in consideration thereof the parties hereto covenant and agree as follows:

Operation

The Trustees, at the request of the Shipper, and subject to reasonable terms and regulations from time to time made by the Trustees, will switch cars to and from said sidetrack as provided in and in accordance with published tariffs of the Trustees which are at the time applicable; provided, however, that cars shall be placed for said Shipper only upon section C-D ---------of said sidetrack

Demurrage

It is understood and agreed that the Trustees are compelled to assess demurrage and/or other car detention charges against all shippers for the detention of cars beyond the allotted free time as prescribed in tariffs legally on file.

Mainte папсе

The Shipper shall keep section --- B-D ---- of said sidetrack, including trestles, bridges, culverts, conduits and other structures appurtenant thereto, in proper repair and shall remove ice and snow therefrom and keep the same in suitable condition without notice from the Trustees. The Trustees may refuse to operate upon said sidetrack when the condition is unsatisin proper repair and XIXXXIII BOX factory to the Trustees. The Trustees shall keep section A-B selection in the selection of the select

Track

Any changes, rearrangements or extensions of said sidetrack or structures appurtenant thereto, hereafter required on account of size or type of cars switched to and from said sidetrack or any changes in the track or tracks of the Trustees or because of any changes in the operating practice of the Trustees, shall be made at the expense of the Shipper unless otherwise mutually agreed by the parties hereto.

The Shipper agrees not to assign this contract or any rights thereunder without written consent of the Trustees.

Special Provisions.

a. It is agrees as between the Trustees and the Shipper as successor in title to South End Grain, Inc., a corporation duly organized by law, in the ownership of Section B-D of said sidetrack, that this agreement supersedes and cancels as of the effective date hereof, an agreement dated October 28, 1960, between Boston and Maine Corporation and said South End Grain, Inc. covering maintenance and operation of said sidetrack A-D.

Indemnity

6. It is understood that the movement of railroad locomotives involves some risk of fire and the Shipper assumes all responsibility for and agrees to indemnify the Trustees against loss or damage to property of the Shipper or to property upon the Shipper's premises, regardless of Trustees' negacines, arising from fire caused by locomotives operated by the Trustees on said sidetrack or in the vicinity for the purpose of serving said sidetrack, except to the premises of the Trustees and to rolling stock belonging to the Trustees or to others, and to shipments in the course of transportation.

The Shipper also agrees to indemnify and hold harmless the Trustees for loss, damage or injury from any act or omission of the Shipper, its employees or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation while on or about said sidetrack; and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto it shall be borne by them equally.

Clearance

7. No obstruction of any kind whatsoever shall be permitted within the distances shown by the lines on the Clearance Diagram upon this agreement without first obtaining the consent of the Principal Engineering Officer of the railroad operated by the Trustees and the Shipper shall at all times save harmless and indemnify the Trustees from and against all loss, cost, damage or expense which the Trustees may directly or indirectly suffer or be subject to, caused wholly or in part or in any way referable to the existence of such obstruction whether with or without the consent of said Principal Engineering Officer.

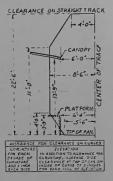
Gasoline,

8. The Shipper agrees not to handle explosives or gasoline, naphtha or other inflammable liquids, as defined by the regulations of the United States Department of Transportation, upon said sidetrack, unless express written permission is given by the Superintendent of the Trustees, and the Shipper shall at all times save harmless and indemnify the Trustees from and against any and all damage to rolling stock belonging to the Trustees or to others on said sidetrack due to the presence of said explosives or inflammable articles on the premises unless such damage is due to fire communicated by railroad locomotives while not operating on said sidetrack or in the vicinity for the purpose of serving said sidetrack.

Termina-

Form approved

9. This agreement shall take effect on the 1st day of Septembetty 5, and shall continue in full force and effect for the term of one year and thereafter until terminated on any day by thirtydays' written notice given by either party to the other, of intention to terminate. Such notice on the part of the Trustees may at their option be given by posting in a conspicuous place on or about said sidetrack and this agreement, in such case, shall terminate in thirty days after such posting.



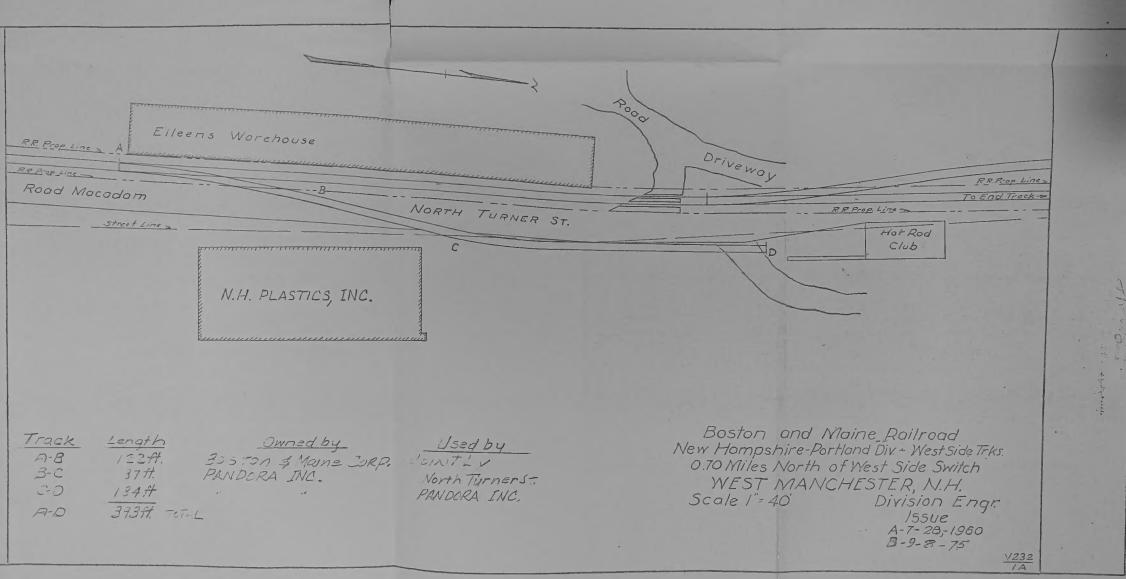
The covenants and agreements herein contained shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors or assigns of the parties hereto respectively and the word "Trustee" shall be considered as meaning, "Robert W. Meserve and Benjamin H. Laey, as Trustees of the Property of Boston and Maine Corporation, Debtor, and not individually (see In the Matter of Boston and Maine Corporation, Debtor, United States District Court for the District of Massachusetts, Docket No. 70-250-N with offices at 150 Causeway Street, Boston, Massachusetts, their successors or assigns" and the word "Shipper" shall be considered as meaning the "Shipper, its heirs, executors, administrators, successors or assigns," wherever the context does not render such construction impossible.

IN WITNESS WHEREOF, the Shipper has hereunto set its hand and seal and the Trustees have authorized execution of these presents in duplicate on the day and year first above written.

ROBERT W. MESERVE AND BENJAMIN H. LACY,

TRUSTEES OF THE PROPERTY OF

	BOSTON AND MAINE CORPORATION — DEBTOR	•
Execution approved	BY: MAKITA	Manag
	Real Estate and Industrial Development PANDORA INDUSTRIES, INC.	
	By Charles J. Villa	
	Title: PROPERTIES MANA	GEN-



, 7x877