

ALVORD AND ALVORD PLLC

ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)  
ROBERT W. ALVORD (2011)

PHONE: (202) 393-2266  
FAX: 1-855-600-2836  
E-MAIL: [alvord@alvordlaw.com](mailto:alvord@alvordlaw.com)  
WEBSITE: [www.alvordlaw.com](http://www.alvordlaw.com)

April 16, 2015

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

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Agawa Canyon Tour Train Asset Purchase Agreement, dated as of February 28, 2015, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Seller: Algoma Central Railway Inc.  
63 Church Street, Suite 600  
St. Catharines, Ontario L2R 3C4

Buyer: Railmark Canada Limited  
50244 Dennis Court  
Wixom, MI 48393

A description of the equipment covered by the enclosed document is:

18 railcars: CN 104 – CN 106, inclusive, AC 506, AC 5703, AC 5707 and AC 5700 – AC 5713 (excluding AC 5703 and AC 5707).

A short summary of the document to appear in the index is:

Memorandum of Agawa Canyon Tour Train Asset Purchase Agreement.

Section Chief  
April 16, 2015  
Page 2

Also enclosed is a check in the amount of \$43.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

  
for  
Edward M. Luria

EML/cem  
Enclosures

**MEMORANDUM OF AGAWA CANYON TOUR TRAIN ASSET PURCHASE AGREEMENT** dated as of February 28, 2015 between **ALGOMA CENTRAL RAILWAY INC.**, a corporation constituted under the laws of Canada (hereinafter called the **Seller**), and **RAILMARK CANADA LIMITED**, a corporation constituted under the laws of Canada (hereinafter called the **Buyer**).

**WHEREAS**, the Buyer and Seller were parties to the Agawa Canyon Tour Train Asset Purchase Agreement dated February 28, 2015 (hereafter the **Purchase Agreement**) pursuant to which the Buyer purchased certain assets for the continued operation of passenger tour train rail service from Sault Ste Marie, Ontario to Agawa Canyon, Ontario and back;

**WHEREAS**, such assets contemplated under the Purchase Agreement included various rail passenger cars and certain diesel locomotives as more particularly described on Schedule A hereto, and all additions thereto, alterations thereof, replacements thereof and substitutions therefor (hereinafter the **Property**);

**WHEREAS**, to secure payment of all obligations under the Purchase Agreement, the Buyer has granted the Seller a security interest in the Property;

**AND WHEREAS**, this Memorandum has been entered into for the purpose of satisfying the requirements for i) deposit with the Registrar General of Canada under Sections 104 and 105 of the *Canada Transportation Act* and ii) recordation with the Surface Transportation Board of the United States of America under Section 11301 of Title 49 of the *United States Code*.

The Buyer, so long as the Purchase Agreement shall remain in effect, will cause each unit of the Property to be kept numbered with the identification mark and number set forth for such Unit in Schedule A hereto and will mark and remark any such unit with any markings required by law to protect the interest of the Seller therein in any jurisdiction in which such unit may be used. The Buyer will not change the identification mark and number of any such unit unless and until a statement of new marks and / or numbers to be substituted therefor shall have been delivered to the Seller and filed by the Buyer in all public offices where the Purchase Agreement or evidence thereof shall have been filed, recorded and deposited.

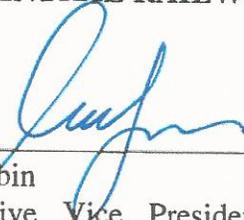
[Execution on next page.]



**IN WITNESS WHEREOF**, the parties wish to show for the public record, among other things, the transfer of the Property to the Buyer, the security interest of the Seller therein and any other rights which may be exercised by the Buyer or Seller pursuant to the terms and conditions of the Purchase Agreement which are incorporated herein by reference.

Accordingly, each of the parties hereto has caused this instrument to be executed as of the date first above written by its officers thereunto duly authorized, each such officer bearing the title set forth below, and each such officer declares pursuant to 28 U.S.C. §1746 under penalty of perjury that the foregoing is a true and correct document.

**ALGOMA CENTRAL RAILWAY INC.**

By:   
Name: Luc Jobin  
Title: Executive Vice President and Chief Financial Officer

**RAILMARK CANADA LIMITED**

By:   
Name: B. Allen Brown  
Title: President & CEO

## SCHEDULE A

### Equipment Description

- 3 F40PHR 3,000 H.P. diesel-electric locomotives, built by the Electro-Motive Division of General Motors Corporation, bearing the following marks and numbers:
- CN 104;
  - CN 105; and
  - CN 106.
- 12 Passenger coach rail cars, built by Hawker Siddeley, bearing the following marks and numbers:
- AC 5700 (*Achigan Lake*);
  - AC 5701 (*Montreal River*);
  - AC 5702 (*Lake Superior*);
  - AC 5704 (*Island Lake*);
  - AC 5705 (*Spruce Lake*);
  - AC 5706 (*Batchewana River*);
  - AC 5708 (*Ogidaki Lake*);
  - AC 5709 (*Mongoose Lake*);
  - AC 5710 (*Agawa River*);
  - AC 5711 (*Trout Lake*);
  - AC 5712 (*Goulais River*); and
  - AC 5713 (*Rand Lake*).
- 1 Passenger diner rail car, built by the Budd Company, bearing the following mark and number:
- AC 506
- 2 Passenger diner rail cars, built by Hawker Siddeley, bearing the following marks and numbers:
- AC 5703 (*Chippewa River*); and
  - AC 5707 (*Hubert Lake*).

**CERTIFICATION**

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: April 16, 2015

*Edward M. Luria*

\_\_\_\_\_  
Edward M. Luria