

LAW OFFICES OF
LOUIS E. GITOMER, LLC.

LOUIS E. GITOMER
Lou@lgraillaw.com

MELANIE B. YASBIN
Melanie@lgraillaw.com
410-296-2225

600 BALTIMORE AVENUE, SUITE 301
TOWSON, MARYLAND 21204-4022
(410) 296-2250 • (202) 466-6532
FAX (410) 332-0885

236000

May 5, 2014

ENTERED
Office of Proceedings
May 5, 2014
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. 20423-0001

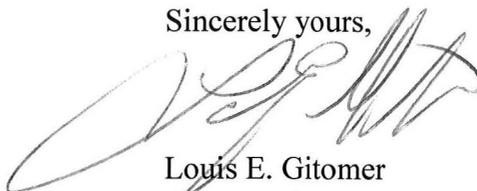
RE: Docket No. FD 35804, *CSX Transportation, Inc., The Baltimore & Ohio Chicago Terminal Railroad Company, and Norfolk Southern Railway Company—Joint Relocation Project Exemption—Gary-Chicago International Airport Authority*

Dear Ms. Brown:

Enclosed are the original and 10 copies of the Verified Notice of Exemption, a diskette containing a WORD and pdf version of the Notice and a pdf version of the map that can be enlarged, and a check in the amount of \$2,500 is to cover the filing fee.

Please time and date stamp the extra copy of the filing and return it in the enclosed envelop. Thank you for your assistance. If you have any questions, please contact me.

Sincerely yours,



Louis E. Gitomer
Attorney for CSX Transportation, Inc.

Enclosures

FILED
May 5, 2014
SURFACE
TRANSPORTATION BOARD

FEE RECEIVED
May 5, 2014
SURFACE
TRANSPORTATION BOARD

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 35804

CSX TRANSPORTATION, INC., THE BALTIMORE & OHIO CHICAGO TERMINAL
RAILROAD COMPANY, AND NORFOLK SOUTHERN RAILWAY COMPANY
–JOINT RELOCATION PROJECT EXEMPTION–
GARY-CHICAGO INTERNATIONAL AIRPORT AUTHORITY

VERIFIED NOTICE OF EXEMPTION

Maquiling Parkerson, Esq.
Norfolk Southern Corporation
Three Commercial Place
Norfolk, VA 23510
(757) 533-4939

Steven Armbrust, Esq.
CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202
(904) 359-1229

William A. Mullins, Esq.
Baker & Miller PLLC
2401 Pennsylvania Avenue, NW, Suite 300
Washington, DC 20037
202-663-7823
WMullins@bakerandmilller.com

Louis E. Gitomer, Esq.
Law Offices of Louis E. Gitomer
600 Baltimore Avenue, Suite 301
Towson, MD 21204
(410) 296-2250
Lou@lgraillaw.com

Attorneys for: NORFOLK SOUTHERN
RAILWAY COMPANY

Attorneys for: CSX TRANSPORTATION,
INC., and THE BALTIMORE &
OHIO CHICAGO TERMINAL
RAILROAD COMPANY

Dated: May 5, 2014

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 35804

CSX TRANSPORTATION, INC., THE BALTIMORE & OHIO CHICAGO TERMINAL
RAILROAD COMPANY, AND NORFOLK SOUTHERN RAILWAY COMPANY
–JOINT RELOCATION PROJECT EXEMPTION–
GARY-CHICAGO INTERNATIONAL AIRPORT AUTHORITY

VERIFIED NOTICE OF EXEMPTION

CSX Transportation, Inc. (“CSXT”), The Baltimore & Ohio Chicago Terminal Railroad Company (“BOCT”), and Norfolk Southern Railway Company (“NSR” and collectively with CSXT and BOCT, “Petitioners”), pursuant to 49 C.F.R. §§ 1180.2(d)(5) and 1180.4(g), file this Verified Notice of Exemption to permit Petitioners to participate in a joint relocation project that will foster improvements to the Gary-Chicago International Airport Authority (the “Gary Airport”).¹ The joint relocation project will not disrupt service to shippers or expand service into new territory.

Petitioners have entered into several agreements to implement the joint relocation project. The Gary-Chicago International Airport Authority Joint Relocation Project Transaction Agreement dated as of May 1, 2014 (the “Transaction Agreement”) describes and governs the overall joint relocation project. Pursuant to a CSXT-NSR Purchase and Sale Agreement dated as of May 1, 2014 (the “Acquisition Agreement”), CSXT will acquire a portion of NSR’s Gary

¹ CSXT and NSR are Class I railroads. BOCT is a Class III railroad that is a wholly owned subsidiary of CSXT.

Branch between approximately milepost TC 244.90 and milepost TC 246.60. Petitioners have also reached agreement to amend four trackage rights agreements among them (collectively, the “Trackage Rights Agreement Amendments”) each dated as of May 1, 2014, that are integral to the joint relocation project, and which also identify certain track construction necessary to connect the railroad lines involved in the joint relocation project. The Transaction Agreement, Acquisition Agreement, and the Trackage Rights Agreement Amendments are contained in Exhibit 2 to this Verified Notice.

Petitioners have agreed to the relocation of various rail lines and facilities to accommodate the expansion of Gary Airport’s existing Runway 12-30 and related construction (the “Runway Expansion”) and to preserve the operation, capacity and utility of Petitioners’ freight rail lines, as outlined in a Final Memorandum of Understanding dated April 25, 2011 (“FMOU”) (a copy is included in Exhibit 2), among the Gary Airport, Elgin, Joliet and Eastern Railway Company (“EJ&E”)², CSXT, and NSR. CSXT’s Fort Wayne Line and NSR’s Gary Branch are located in the vicinity of the proposed Runway Expansion. CSXT’s Fort Wayne Line is located within the footprint of the Runway Expansion, while the NSR Gary Branch is located just beyond (roughly to the east) of the boundaries of the planned airport expansion. In order for Gary Airport to accomplish its intended Runway Expansion, CSXT will have to abandon the portion of its Fort Wayne Line lying within the footprint of the project, relocate the portion of the Fort Wayne Line that has been abandoned by acquiring a portion of the NSR Gary Branch, and transfer a portion of the abandoned Fort Wayne Line to Gary Airport. NSR has trackage rights

² EJ&E was merged into Wisconsin Central Ltd. on January 1, 2013. See *Wisconsin Central Ltd.-Intra-Corporate Family Merger Exemption-Elgin, Joliet and Eastern Railway Company*, Docket No. FD 35630 (STB served September 5, 2012).

over the portion of CSXT's Fort Wayne Line that will need to be relocated under the FMOU.

The Fort Wayne Line and the Gary Branch are less than one-fourth of a mile apart. NSR currently serves one active shipper, Indiana Sugars, Inc. ("Indiana Sugars") via the Gary Branch. The map included in Exhibit 1 shows the proposed realignment after completion of the joint relocation project.

To accommodate the Runway Expansion, a portion of CSXT's Fort Wayne Line must be relocated and a portion of the property on the Fort Wayne Line transferred to Gary Airport. To accomplish this relocation and preserve the operation, capacity and utility of Petitioners' freight rail lines, the Petitioners will do the following: (1) CSXT will abandon an approximately 1.9-mile portion its Fort Wayne Line between milepost QF 443.8 and milepost QF 445.7, and transfer substantially all of the property to Gary Airport for the Runway Expansion; (2) NSR will transfer a 1.7-mile portion of its Gary Branch between milepost TC 244.90 and milepost TC 246.60, to CSXT as the relocation of the Fort Wayne Line that is abandoned; (3) NSR will discontinue service over approximately 3.5 miles of its Gary Branch between milepost TC 244.90 and milepost TC 241.40, and will abandon common carrier service and reclassify as spur track the 0.9-mile portion of its Gary Branch between milepost TC 241.4 and milepost TC 240.3 to provide NSR continued access to Indiana Sugars; (4) either CSXT or NSR will construct four new connections (i) at Clarke Jct. at or near milepost DC 0.4, connecting NSR's Fort Wayne Line with the BOCT's Barr Subdivision and the relocated CSXT Fort Wayne Line; (ii) between CSXT's Fort Wayne Line at milepost QF 443.8 and NSR's former Gary Branch at milepost 244.9; (iii) near Tolleston, IN, between CSXT's Fort Wayne Line at milepost QF 442.0 and CSXT's Porter Branch at milepost QFP 256.1 to allow NSR to serve Indiana Sugars via trackage

rights over CSXT's Porter Branch; and (iv) between CSXT's Porter Branch at milepost QFP 255.4 and the portion of the Gary Branch that will be re-classified as the "Indiana Sugars Industrial Track" to allow NSR to continue to serve Indiana Sugars; and (5) Petitioners will amend four existing trackage rights agreements to reflect the use of the relocated track, as follows: (i) NSR's rights to operate over CSXT's Fort Wayne Line will be amended to allow NSR to operate over the new connection between CSXT's Fort Wayne Line and CSXT's Porter Branch in the northeast quadrant at Tolleston, IN, as well as the continued right to enter and exit CSXT's Fort Wayne Line at the existing connection to the Central Railroad of Indianapolis d/b/a Chicago, Fort Wayne & Eastern ("CFER") leased portion of the CSXT Fort Wayne Line in the southwest quadrant at Tolleston, IN³; (ii) NSR's rights to operate over CSXT's Porter Branch will be amended to allow NSR to operate between: (a) the new connection to CSXT's Ft. Wayne Line in the northeast quadrant at Tolleston, IN; (b) the existing connection to the CFER leased portion of the CSXT Fort Wayne Line in the southwest quadrant at Tolleston, IN; and (c) the new connection to the portion of the Gary Branch that will be converted into the Indiana Sugars Industrial Track, at or near MP QFP 255.4; (iii) NSR's rights to operate over BOCT's Barr Subdivision will be amended to allow NSR to enter or exit BOCT'S Barr Subdivision between, between Clarke Junction, IN, at or near milepost DC 0.4, to access both the NSR Fort Wayne Line and the CSXT Fort Wayne Line; and (iv) CSXT's rights to operate over NSR's Fort Wayne Line will be amended to allow CSXT to enter and exit the NSR Fort Wayne Line at: (a) the

³ The trackage rights amendment will also give NSR the right to enter/exit off of CSXT's Fort Wayne Line at CSXT Fort Wayne Line milepost QF 442.0/ NS Gary Branch milepost TC 243.1 (and to install a connecting track there to permit NSR to connect with EJE's to-be-constructed City Track Connection.

connection to NSR's Chicago Line at CP501, Buffington, IN; and (b) the new connection to BOCT's Barr Subdivision at Clarke Junction, IN.

Pursuant to the Surface Transportation Board's (the "Board") regulations at 49 C.F.R. § 1180.4(g), Petitioners submit the following information:

a. **1180.6(a)(1)(i).** A brief summary of the proposed transaction, the name of applicants, their business address, telephone number, and the name of the counsel to whom questions regarding the transaction can be addressed.

CSX Transportation, Inc. and The Baltimore & Ohio Chicago Terminal Railroad Company, 500 Water Street, Jacksonville, FL 32202, (904) 359-1229, and Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510, (757) 533-4939, will relocate portions of their various rail lines and facilities to accommodate the Runway Expansion. To accommodate the Runway Expansion, less than 2 miles of CSXT's existing Fort Wayne Line must be transferred to Gary Airport. CSXT will acquire a portion of NSR's Gary Branch to relocate its Fort Wayne Line less than one-fourth of a mile from its current location.

To accomplish this relocation, CSXT and NSR will need to construct four connections starting with the northern most connection: (1) at Clarke Jct. at or near milepost DC 0.4, connecting NSR's Fort Wayne Line with the BOCT's Barr Subdivision and the relocated CSXT Fort Wayne Line; (2) between CSXT's Fort Wayne Line at milepost QF 443.8 and NSR's Gary Branch at milepost 244.9; (3) near Tolleston, IN, between CSXT's Fort Wayne Line at milepost QF 442.0 and CSXT's Porter Branch at milepost QFP 256.1 to allow NSR to serve Indiana Sugars Plant Lead from CSXT's Porter Branch; and (4) between CSXT's Porter Branch at milepost QFP 255.4 and NSR's Gary Branch at milepost 241.4 to allow NSR to continue to serve Indiana Sugars.

CSXT will acquire the portion of the NSR's Gary Branch between milepost TC 244.90 and milepost TC 246.60, which shall become a portion of CSXT's relocated Fort Wayne Line.

CSXT will abandon an approximately 1.9-mile portion of its Fort Wayne Line between milepost QF 443.8 and milepost QF 445.7, and relocate its operations over the Gary Branch between milepost TC 244.9 and milepost TC 246.6. NSR will discontinue service over its Gary Branch Line between milepost TC 244.90 and milepost TC 241.4, and will abandon common carrier service and reclassify the portion of the Gary Branch Line between milepost TC 241.4 and milepost 240.3 as spur track (the Indiana Sugars industrial track) in order to continue to serve Indiana Sugars, albeit via trackage rights over CSXT's Porter Branch.

Petitioners will amend four existing trackage rights agreements to reflect the use of the relocated track, as follows: (1) NSR's rights to operate over CSXT's Fort Wayne Line will be amended to allow NSR to operate over the new connection between CSXT's Fort Wayne Line and CSXT's Porter Branch in the northeast quadrant at Tolleston, IN, as well as the continued right to enter and exit CSXT's Fort Wayne Line at the existing connection to the CFER leased portion of the CSXT Fort Wayne Line in the southwest quadrant at Tolleston, IN; (2) NSR's rights to operate over CSXT's Porter Branch will be amended to allow NSR to operate between: (i) the new connection to CSXT's Ft. Wayne Line in the northeast quadrant at Tolleston, IN; (ii) the existing connection to the CFER leased portion of the CSXT Fort Wayne Line in the southwest quadrant at Tolleston, IN; and (iii) the new connection to the portion of the Gary Branch to be re-classified as the Indiana Sugars Industrial Track, at or near MP QFP 255.4 (3) NSR's rights to operate over BOCT's Barr Subdivision will be amended to allow NSR to enter or exit BOCT'S Barr Subdivision between, between Clarke Junction, IN, at or near milepost DC

0.4, to access both the NSR Fort Wayne Line and the CSXT Fort Wayne Line; and (4) CSXT's rights to operate over NSR's Fort Wayne Line will be amended to allow CSXT to enter and exit the NSR Fort Wayne Line at: (i) the connection to NSR's Chicago Line at CP501, Buffington, IN; and (ii) the new connection to BOCT's Barr Subdivision at Clarke Junction, IN.

Counsel to whom questions concerning the transaction can be addressed are as follows: for CSXT and BOCT, Louis E. Gitomer, Law Offices of Louis E. Gitomer, LLC, 600 Baltimore Avenue, Suite 301, Towson, MD 21204, 410-296-2250, email at Lou@lgrailaw.com and for NSR, William A. Mullins, Baker & Miller PLLC, 2401 Pennsylvania Avenue, NW, Suite 300, Washington, DC 20037, 202-663-7823, email at WMullins@bakerandmiller.com.

b. **1180.6(a)(1)(ii)**. The proposed time schedule for consummation of the proposed transaction.

Upon the date that this Notice of Exemption becomes effective, or shortly thereafter, CSXT and NSR will commence the construction of connections. Once the connections required for NSR to serve Indiana Sugars via use of a portion of CSXT's Porter Branch are completed and operational, NSR will transfer the portion of NSR's Gary Branch between milepost TC 244.90 and milepost TC 246.60 to CSXT and CSXT will transfer the 1.9-mile portion of the Ft. Wayne Line to Gary Airport. As the track connections described herein are completed, the amended trackage rights will take effect.

c. **1180.6(a)(1)(iii)**. The purpose sought to be accomplished by the proposed transaction, e.g., operating economies, eliminating excess facilities, improving service, or improving the financial viability of the applicants.

Petitioners are cooperating with the Gary Airport Runway Expansion project. Gary Airport, CSXT, NSR, and EJ&E entered into the FMOU to facilitate activities "necessary to

permit the relocation of various rail lines and facilities to accommodate the expansion of Gary Airport's existing Runway 12-30 ... and to preserve the operation, capacity and utility of the freight lines of EJ&E, CSXT and NSR in the vicinity of the Gary-Chicago International Airport.”

d. **1180.6(a)(5)**. A list of the State(s) in which any part of the property of each applicant carrier is situated.

CSXT owns and operates about 21,000 miles of railroad in the States of Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Massachusetts, Maryland, Michigan, Mississippi, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, and West Virginia, the District of Columbia, and the Canadian Provinces of Ontario and Québec.

BOCT owns and operates about 78 miles of railroad property in Illinois and Indiana.

NSR operates roughly 20,000 miles of railroad in the States of Alabama, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Mississippi, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, and West Virginia, the District of Columbia, and in Canada.

The relocation project is located in the State of Indiana.

e. **1180.6(a)(6)**. **Map (Exhibit 1)**. Submit a general or key map indicating clearly, in separate colors or otherwise, the line(s) of applicant carriers in their true relations to each other, short line connections, other rail lines in the territory, and the principal geographic points in the region traversed. If a geographically limited transaction is proposed, a map detailing the transaction should also be included. In addition to the map accompanying each application, 20 unbound copies of the map shall be filed with the Board.

Exhibit 1 contains a map showing the relocation project.

f. **1180.6(a)(7)(ii)**. **Agreement (Exhibit 2)**. Submit a copy of any contract or other written instrument entered into, or proposed to be entered into, pertaining to the proposed transaction.

See Exhibit 2.

g. Labor Protection.

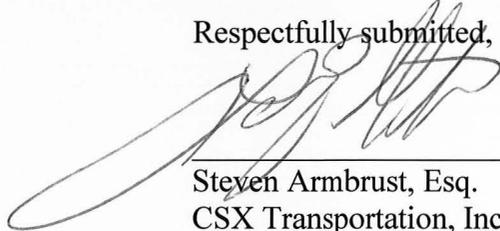
As a condition to this exemption, any employees affected by the line acquisitions encompassed by this notice will be protected by the conditions imposed in *New York Dock Ry.—Control—Brooklyn Eastern Dist.*, 360 I.C.C. 60 (1979), as modified by *Wilmington Term. RR, Inc.-Pur. & Lease-CSX Transp., Inc.*, 6 I.C.C.2d 799 (1990), and any employees affected by the abandonments encompassed by this notice will be protected by the conditions imposed in *Oregon Short Line R. Co.—Abandonment—Goshen*, 360 I.C.C. 91 (1979).

h. Interchange Commitments. There are no interchange commitments in the agreements between CSXT, BOCT, and NSR.

i. Environmental and Historical documentation.

This transaction qualifies for classification under 49 C.F.R. §§ 1105.6(c)(2) and 1105.8(b), and thus neither an Environmental Assessment nor a Historic Report is required to be filed.

Respectfully submitted,



Maquiling Parkerson, Esq.
Norfolk Southern Corporation
Three Commercial Place
Norfolk, VA 23510
(757) 533-4939

Steven Armbrust, Esq.
CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202
(904) 359-1229

William A. Mullins, Esq.
Baker & Miller PLLC
2401 Pennsylvania Avenue, NW, Suite 300
Washington, DC 20037
202-663-7823
WMullins@bakerandmiller.com

Louis E. Gitomer, Esq.
Law Offices of Louis E. Gitomer
600 Baltimore Avenue, Suite 301
Towson, MD 21204
(410) 296-2250
Lou@lgraillaw.com

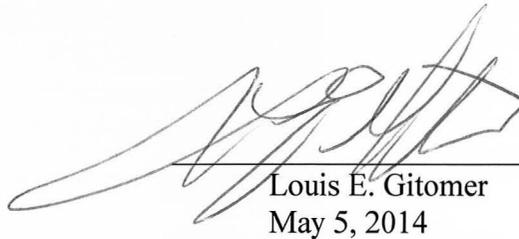
Attorneys for: NORFOLK SOUTHERN
RAILWAY COMPANY

Attorneys for: CSX TRANSPORTATION,
INC. and THE BALTIMORE &
OHIO CHICAGO TERMINAL
RAILROAD COMPANY

Dated: May 5, 2014

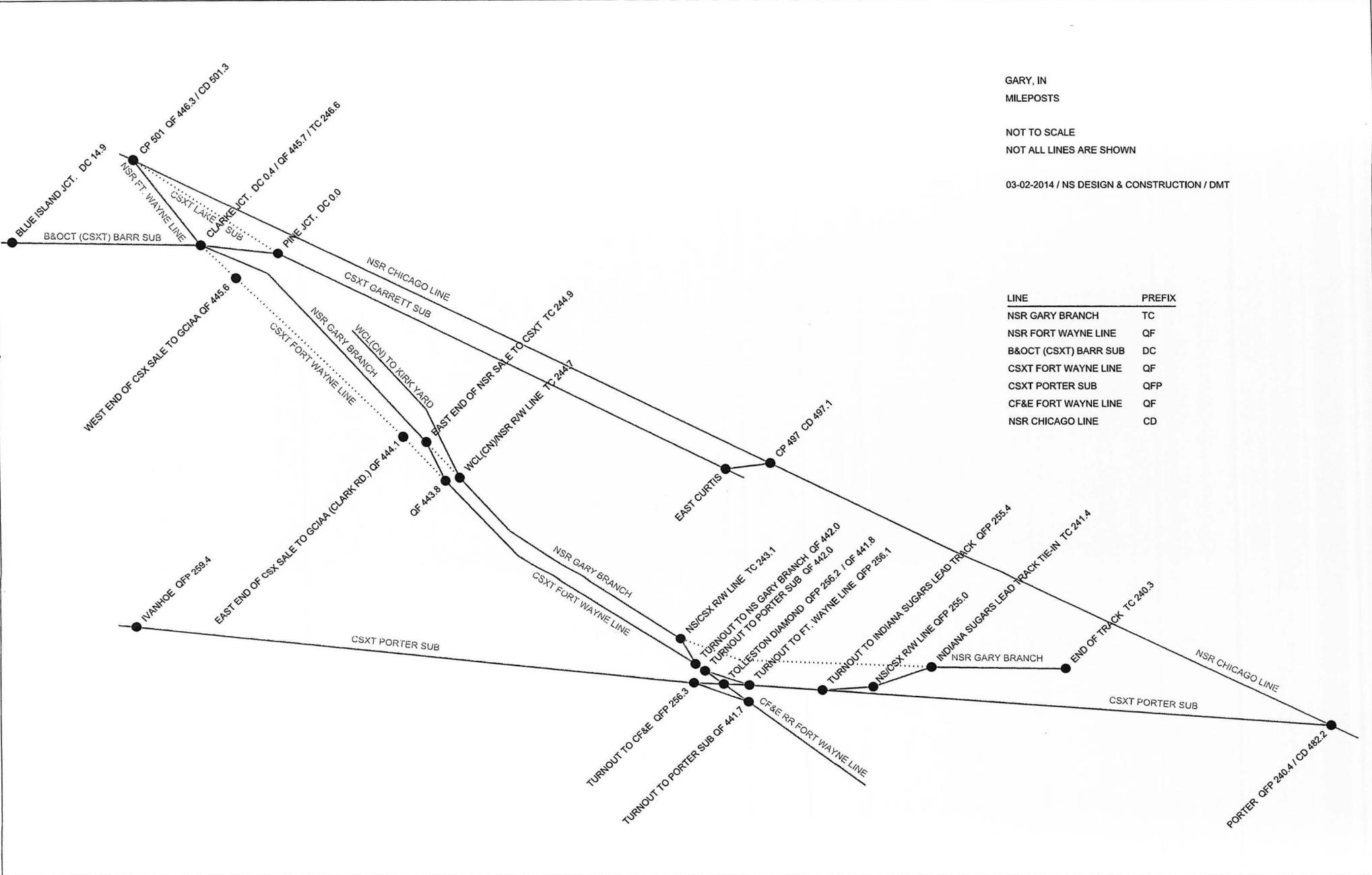
CERTIFICATE OF SERVICE

I hereby certify that I have caused the Verified Notice of Exemption in Docket FD 35804, *CSX Transportation, Inc., The Baltimore & Ohio Chicago Terminal Railroad Company, and Norfolk Southern Railway Company–Joint Relocation Project Exemption–Gary-Chicago International Airport Authority*, to be served by first class mail, postage pre-paid on the Secretary of the United States Department of Transportation, the Attorney General of the United States, the Federal Trade Commission and the Governor, Public Service Commission, and Department of Transportation of the State of Indiana.



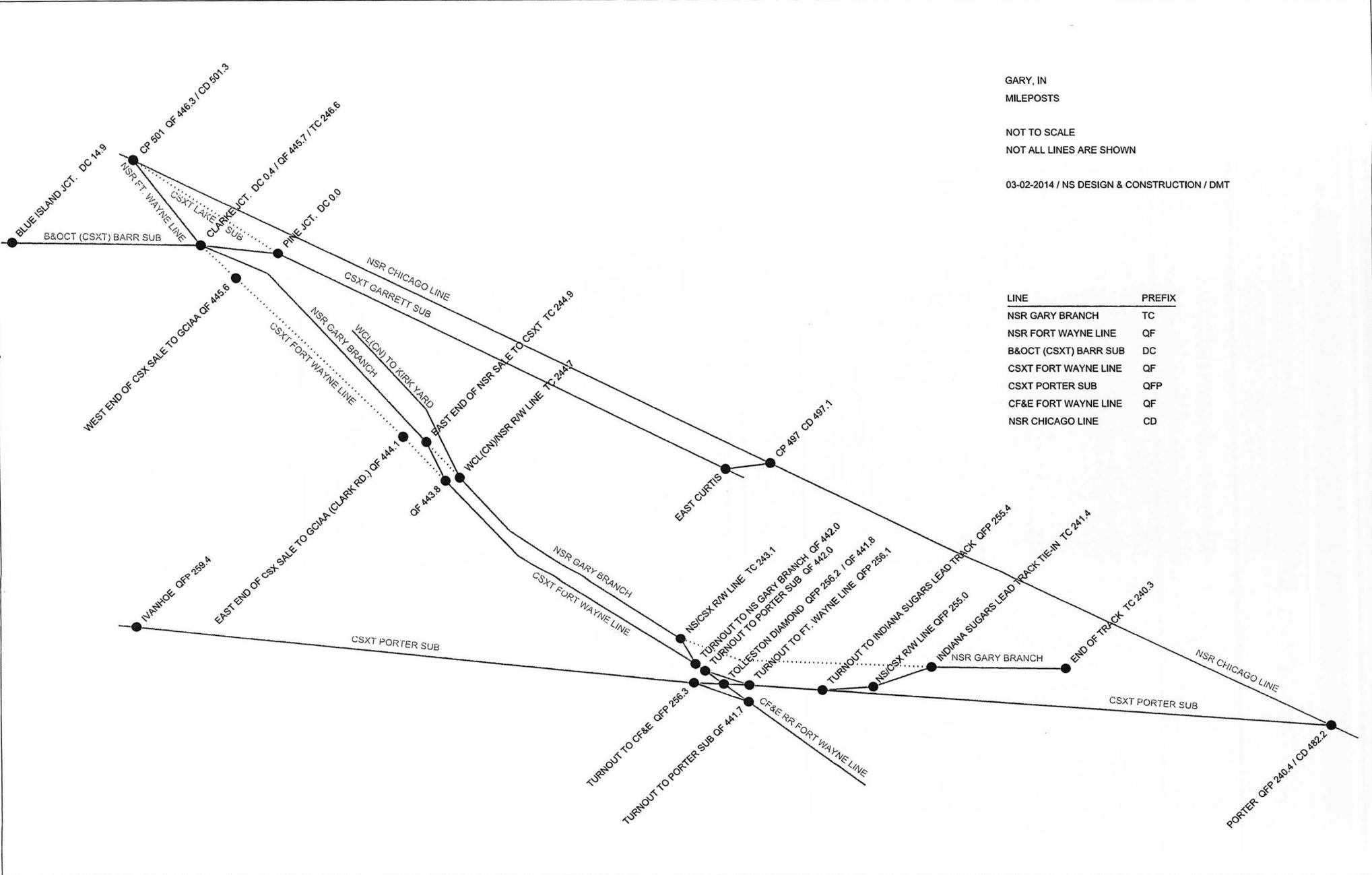
Louis E. Gitomer
May 5, 2014

EXHIBIT 1-MAP



GARY, IN
 MILEPOSTS
 NOT TO SCALE
 NOT ALL LINES ARE SHOWN
 03-02-2014 / NS DESIGN & CONSTRUCTION / DMT

LINE	PREFIX
NSR GARY BRANCH	TC
NSR FORT WAYNE LINE	QF
B&OCT (CSXT) BARR SUB	DC
CSXT FORT WAYNE LINE	QF
CSXT PORTER SUB	QF
CF&E FORT WAYNE LINE	QF
NSR CHICAGO LINE	CD



**EXHIBIT 2-CSXT, BOCT, AND NSR AGREEMENTS
AND FINAL MEMORANDUM OF UNDERSTANDING DATED APRIL 25, 2011**

**GARY-CHICAGO INTERNATIONAL AIRPORT
AUTHORITY JOINT RELOCATION PROJECT
TRANSACTION AGREEMENT**

Among

CSX Transportation, Inc.

Baltimore & Ohio Chicago Terminal Railroad Company

And

Norfolk Southern Railway Company

Dated as of May 1st, 2014

This **GARY-CHICAGO INTERNATIONAL AIRPORT AUTHORITY JOINT RELOCATION PROJECT TRANSACTION AGREEMENT** is made this 13th day of May, 2014 (the "Transaction Agreement"), by and among CSX Transportation, Inc., a Virginia corporation ("CSXT"), Baltimore & Ohio Chicago Terminal Railroad Company, an Illinois corporation and wholly owned subsidiary of CSXT ("BOCT"), and Norfolk Southern Railway Company, a Virginia corporation ("NSR").

WITNESSETH:

WHEREAS, CSXT and NSR entered into a Final Memorandum of Understanding dated as of April 25, 2011 (the "FMOU") with the Gary-Chicago International Airport Authority ("GCIAA") and the Elgin, Joliet & Eastern Railway Company (now merged into Wisconsin Central, Ltd.) ("EJ&E") to govern the implementation of: (a) the transfer of various interests in real property, (b) the construction or relocation of certain rail facilities and rail equipment, and (c) the grant of interests necessary for rail operations on such facilities, all as necessary to permit the construction of the expansion of GCIAA's existing Runway 12-30 (the "Runway Expansion") and to preserve the operation, capacity, and utility of the freight rail lines of CSXT, NSR, and EJ&E in the vicinity of Gary-Chicago International Airport; and

WHEREAS, it is the goal and desire of CSXT, BOCT, and NSR, in entering into this Transaction Agreement, to relocate certain railroad lines and operations in order to implement the FMOU and allow the Runway Expansion to proceed without affecting service to shippers and without expanding NSR's, CSXT's, or BOCT's access into any new territory; and

WHEREAS, CSXT owns and operates over a portion of the CSXT Ft. Wayne Line between milepost QF 441.7 and milepost QF 445.7 (the "CSXT Ft. Wayne Line"), which GCIAA requires to be relocated for the Runway Expansion, and NSR operates over the CSXT Ft. Wayne Line pursuant to a June 1, 1999 Form A Trackage Rights Addendum to the NSR Master Trackage Rights Agreement of even date; and

WHEREAS, NSR owns and operates over the NSR Ft. Wayne Line between milepost QF 445.7 and milepost QF 446.3 (the "NSR Ft. Wayne Line") which GCIAA requires to be relocated for the Runway Expansion, and CSXT operates over the NSR Ft. Wayne Line pursuant to a June 1, 1999 Form A Trackage Rights Addendum to the CSXT Master Trackage Rights Agreement of even date; and

WHEREAS, CSXT owns and operates over the CSXT Porter Branch between Porter, IN, milepost QFP 240.4, and Ivanhoe, IN, milepost QFP 259.4 (the "CSXT Porter Branch"), and NSR operates over the CSXT Porter Branch pursuant to a June 1, 1999 Form A Trackage Rights Addendum to the NSR Master Trackage Rights Agreement of even date; and

WHEREAS, BOCT owns and CSXT operates over the BOCT Barr Subdivision between the connection with NSR's Chicago Line, (CP497), milepost CD 497.1, and Blue Island Junction, IL, Milepost DC 14.9 (the "BOCT Barr Sub"), and NSR operates over the BOCT Barr Sub pursuant to a June 1, 1999 Form A Trackage Rights Addendum to the NSR Master Trackage Rights Agreement of even date; and

WHEREAS, NSR owns and operates over the Gary Branch between milepost TC 240.3 and milepost TC 246.6 (the "NSR Gary Branch"), which is currently used to serve the Indiana Sugars, Inc. facility located in Gary, IN (the "Indiana Sugars Plant"); and

WHEREAS, in order to implement the FMOU, CSXT, BOCT, and NSR shall participate in a Joint Relocation Project to relocate certain railroad lines and operations as follows: (a) CSXT shall relocate operations from a portion of the CSXT Ft. Wayne Line to a portion of the NSR Gary Branch between milepost TC 244.9 and milepost TC 246.6, rounded to the nearest tenth of a mile (the "Relocated CSX Ft. Wayne Line"), through the CSXT acquisition of the Relocated CSX Ft. Wayne Line from NSR, pursuant to the agreement in Attachment A; (b) NSR shall grant a modification to the existing NSR Ft. Wayne trackage rights agreement to enable CSXT to connect to its Relocated Ft. Wayne Line, pursuant to the agreement in Attachment B; (c) CSXT shall grant a modification to the existing CSXT Ft. Wayne trackage rights agreement to enable NSR to operate over the Relocated Ft. Wayne Line, pursuant to the agreement in Attachment C (d) CSXT shall grant a modification to the NSR trackage rights over the CSXT Porter Branch between milepost QFP 240.4 and milepost QFP 259.4 (the "Porter Branch Trackage Rights"), pursuant to the agreement in Attachment D; (e) BOCT shall grant a modification to the NSR trackage rights over the BOCT Barr Subdivision between milepost DC 0.3 and milepost DC 0.5 (the "Barr Subdivision Trackage Rights"), pursuant to the agreement in Attachment E (collectively the "Acquisition Projects"); and

WHEREAS, the following connections shall be constructed to implement the Joint Relocation Project: (a) a connection between the CSXT Porter Branch at

milepost QFP 255.4 and the NSR Gary Branch at milepost TC 241.4, with each railroad responsible for the construction on their respective property, in order to facilitate NSR's continued service to the Indiana Sugars Plant via the CSXT Porter Branch; (b) a connection built by CSXT near Tolleston, IN, between the CSXT Porter Branch at milepost QFP 256.1 and a segment of the CSXT Ft. Wayne Line at milepost QF 442.0; (c) a connection built by CSXT between the CSXT Ft. Wayne Line at milepost QF 443.8 and the Relocated CSXT Ft. Wayne Line at former NSR Gary Branch milepost TC 244.9; and (d) a connection built by CSXT to connect the Relocated CSXT Ft. Wayne Line with the BOCT Barr Subdivision and the NSR Ft. Wayne Line at or near milepost DC 0.4 (collectively the "Connection Projects"); and

WHEREAS, The Joint Relocation Project shall be implemented in the following phases: (a) the physical connections necessary to allow NSR to offer uninterrupted service to the Indiana Sugars Plant via trackage rights over the CSXT Porter Branch shall have been constructed and shall be operational; (b) the necessary trackage rights amendments necessary to allow NSR to offer uninterrupted service to the Indiana Sugars Plant via the CSXT Porter Branch shall be consummated; (c) NSR shall transfer the Relocated CSXT Ft. Wayne Line to CSXT; (d) CSXT shall abandon and remove the track and material from its Ft. Wayne Line between milepost QF 443.8 and milepost QF 445.7 and transfer the underlying property to GCIAA; (e) NSR shall discontinue service over part of its Gary Branch between milepost NS TC 244.9 and NS TC 241.4; and (f) abandon and reclassify the remainder of the Gary Branch between milepost NS TC 241.4 to NS TC 240.3 (the "Gary Branch Spur") to spur track to serve the Indiana Sugars Plant (collectively the "Termination and Realignment Projects"); and

WHEREAS, the Acquisition Projects, the Connection Projects, and the Termination and Realignment Projects are referred to as the Joint Relocation Project;

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and the other good and valuable consideration set forth herein, CSXT, BOCT, and NSR, intending to be bound, agree as follows:

1. Agreements. (a) CSXT and NSR shall enter into (i) a Purchase and Sale Agreement for the Relocated CSX Ft. Wayne Line, (ii) the Amendments to Trackage Rights Agreements as attached hereto and made a part hereof, to reflect the operations resulting from the track relocation and anticipated new connections, (iii) agreements for the construction of connections, and (iv) such other agreements as may be required to

consummate the Joint Relocation Project; and (b) BOCT and NSR shall enter into the Amendment to the Trackage Rights Agreement, attached hereto and made a part hereof, to reflect the operations resulting from the track relocation and anticipated new connections (the documents referred to in (a) and (b) shall collectively be the "Transaction Documents").

2. Timing. NSR currently serves the Indiana Sugars Plant by operating over its Gary Branch. In order to maintain NSR's ability to provide uninterrupted service to the Indiana Sugars Plant, NSR and CSXT shall each complete the construction of any necessary connections and all related and necessary communications and signal work and amend all existing trackage rights agreements to enable NSR's continued service to the Indiana Sugars Plant over CSXT's Porter Branch before NSR conveys the Relocated CSX Ft. Wayne Line to CSXT. One day (or such other period of time as is mutually reasonably agreed to by NSR and CSXT) after the connection to the Indiana Sugars Plant from CSXT's Porter Branch is placed in service to the mutual satisfaction of NSR and CSXT and is available for NSR use, NSR shall convey to CSXT Relocated CSX Ft. Wayne Line in the manner outlined in the Purchase and Sale Agreement; provided that: (i) NSR, BOCT, and CSXT have amended all relevant trackage rights agreements to enable NSR to connect to and operate over CSXT's Ft. Wayne line as contemplated by the parties and (ii) all applicable regulatory authority has been secured (with (i) and (ii) together referred to as the "Property Closing Conditions").

3. Regulatory Approval. CSXT, BOCT, and NSR shall take all necessary steps to successfully invoke the Joint Relocation Project from the class exemption under the applicable U.S. Surface Transportation Board ("STB") procedures. CSXT, BOCT, and NSR are jointly responsible for ensuring compliance with the requirements of Title 49 Subpart IV of the United States Code, and 49 C.F.R. Part 1180 prior to lawful commencement of operations under the Transaction Documents. NSR and CSXT shall each bear one half of the filing fees associated with the regulatory filing.

Each party shall be solely responsible for any protective conditions or benefits imposed by any judicial, regulatory or governmental body, for the benefit of its own employees or the employees of any of its subsidiaries or affiliates, or are otherwise required to be paid under its collective bargaining or other agreements, howsoever arising, including, as a consequence of the approval or exemption of the transaction contemplated in this Transaction Agreement, the exercise or performance by CSXT or NSR of any rights or

obligations hereunder; and each party shall defend, indemnify and hold harmless the other from and against any and all such liability, cost or expense.

4. Closing.

A. By September 30, 2014, unless the conditions to closing set forth below have not been satisfied, the parties shall exchange executed originals of the Transaction Documents.

B. Time and Place. Provided that all of the Conditions to Closing listed in Section 5 below have occurred, the Closing shall be held at such place that Seller and Purchaser may agree, at such time and on such date as may be specified by written notice from Purchaser to Seller or from Seller to Purchaser no less than ten (10) business days prior thereto.

5. Conditions to Closing. As a condition to closing, the following events or conditions shall have occurred:

A. The STB shall have issued a notice of exemption for the Joint Relocation Project, subject to the conditions for the protection of railroad employees set out in *Norfolk and Western Railway Co.—Trackage Rights—Burlington Northern, Inc.*, 354 I.C.C. 605, 610-15 (1978), as modified in *Mendocino Coast Railway, Inc.—Lease & Operate—California Western Railroad*, 360 I.C.C. 653, 664 (1980), which shall have taken effect, and in which notice of exemption proceeding, the STB shall not have imposed any conditions, including labor protective conditions other than those stated in this Section, which any party in its sole and absolute discretion deems unacceptable;

B. The parties shall have complied with the conditions, if any, imposed by the STB as a condition to allowing the Joint Relocation Project class exemption to take effect, to the extent such conditions must be satisfied or performed prior to closing;

C. The subject class exemption shall not have been stayed or enjoined by the STB or by any court of competent jurisdiction;

- D. No claim, litigation, labor dispute or work stoppage shall be threatened or pending in connection with the transaction contemplated by the Transaction Documents;
 - E. The parties shall have exchanged executed originals of the Transaction Documents; and
 - F. All Conditions to Closing described in Section 13 of the Purchase and Sale Agreement have been satisfied or waived.
 - G. All of the Property Closing Conditions listed above in Section 2 shall have occurred.
6. Failure to Close. In the event that one or more of the Conditions to Closing has not been satisfied or waived by both parties as of September 30, 2014, the Closing shall be deferred until such time as all Conditions to Closing have been satisfied or waived by both parties, at which time the parties shall promptly take all appropriate actions to close; provided however, that if all Conditions to Closing have not been satisfied or waived by December 31, 2016 (the "Termination Date"), then this Transaction Agreement and the Transaction Documents shall all be considered null and void, and neither party shall have any liability or obligation to the other with respect to the transaction contemplated hereby. However, the parties shall agree to extend the Termination Date as long as all of the construction projects described herein are progressing to completion within a reasonable timeframe.
7. Termination. This Transaction Agreement shall terminate upon Closing and have no further force and effect after that time.

IN WITNESS WHEREOF, the parties hereto have caused this TRANSACTION

AGREEMENT be executed in counter parts, each part being an original, as of the day and year first above written.

WITNESS:

Sean M. Craig
Name: Sean M. Craig
Title: Asst. General Counsel

CSX Transportation, Inc.

James C. Allan
Name: James C. Allan
Title: Director, Joint Facilities

WITNESS:

Name: _____
Title: _____

Norfolk Southern Railway Company

Name: _____
Title: Vice President

WITNESS:

Sean M. Craig
Name: Sean M. Craig
Title: Asst. General Counsel

Baltimore & Ohio Chicago Terminal
Railroad Company

Paul R. Hitchcock
Name: Paul R. Hitchcock
Title: Vice PRESIDENT

AGREEMENT be executed in counter parts, each part being an original, as of the day and year first above written.

WITNESS:

Name: _____
Title: _____

CSX Transportation, Inc.

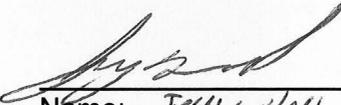
Name: _____
Title: _____

WITNESS:



Name: J. Harris
Title: AVP - Ops's Perm

Norfolk Southern Railway Company



Name: Jerry Wilson
Title: Vice President

WITNESS:

Name: _____
Title: _____

**Baltimore & Ohio Chicago Terminal
Railroad Company**

Name: _____
Title: _____

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, is made and entered into as of this 1 day of May, 2014, by and among **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation (herein referred to as "Seller"), and **CSX TRANSPORTATION, INC.**, a Virginia corporation (hereinafter referred to as "Purchaser").

WHEREAS, Seller owns a branch line of railroad located in Gary, Lake County, Indiana (the "Gary Branch"); and

WHEREAS, a Final Memorandum of Understanding dated as of April 25, 2011 (the "FMOU") was entered among the Gary-Chicago International Airport Authority ("GCIAA"), Purchaser, Seller, and the Elgin, Joliet & Eastern Railway Company, to govern the implementation of: (a) the transfer of various interests in real property, (b) the construction or relocation of certain rail facilities and rail equipment, and (c) the grant of interests necessary for rail operations on such facilities, all as necessary to permit the construction of the expansion of GCIAA's existing Runway 12-30 and to preserve the operation, capacity, and utility of the freight rail lines of Seller, Purchaser, and EJ&E in the vicinity of Gary-Chicago International Airport;

WHEREAS, in order to implement the FMOU, Seller and Purchaser have entered a Transaction Agreement dated as of May 1 , 2014 (the "Transaction Agreement"), to carry out a joint relocation project;

WHEREAS, part of that joint relocation project involves the portion of Seller's Gary Branch between milepost TC 244.9 and milepost TC 246.6, rounded to the nearest tenth of a mile, excluding all of the Material (the term Material is defined in Section 1.1 of this Agreement; the said property to be conveyed by Seller to Purchaser is defined in Section 1.1 of this Agreement); and

WHEREAS, Purchaser has negotiated with the Seller to purchase the Property; and

WHEREAS, Seller has agreed to convey the Property to Purchaser for \$1.00.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

SECTION 1. DEFINITIONS AND EXHIBITS.

1.1. Definitions. For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the meaning ascribed to it as follows:

Agreement. This Agreement for Purchase and Sale.

Assignment and Assumption Agreement. This term is defined in Section 12.2.4, below.

Closing. The closing and consummation of the transactions contemplated hereby.

Closing Date. The date on which the Closing occurs.

Closing Documents. This term is defined in Section 12.2 below.

Conditions. All of the conditions to either party's obligations hereunder described or referred to in Section 13 hereof.

Documents. This term is defined in Section 12.2.4, below.

Effective Date. The date of actual receipt in the case of a notice which is hand delivered or sent by overnight courier service, or the date of receipt or rejection as evidenced by the return receipt if sent by registered or certified mail.

Environmental Laws. Any local, state and federal law, and any regulations and ordinances promulgated thereunder, relating to the environment and environmental conditions, including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601-9637, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, 49 U.S.A. §§6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2692, and the Safe Drinking Water Act, 42 U.S.C. §§300f-300j.

Execution Date. The date that the last party executes this Agreement as shown next to the signatures for Seller and Purchaser below.

Indiana Sugars Plant. The facility owned by Indiana Sugars Inc. located at 911 Virginia Street in Gary, Indiana.

Material. For purposes of this Agreement, the term "Material" shall only consist of crossties, steel track rails and other steel track materials, as well as the above-ground cross-bucks, pole and flashing light signals located at the existing Clark Road public grade crossing; however, the term Material shall not include any fixtures or personalty whatsoever (including crossties, steel track rails and other steel track materials) in the portion of the Gary Branch that is actually within the paved portion of the Clark Road public grade crossing, which portion shall not be removed. No other fixtures or personalty which might be located on the Property shall be considered to be "Material".

Property. The portion of Seller's Gary Branch between milepost TC 244.90 and milepost TC 246.60, rounded to the nearest tenth of a mile, excluding all of the Material, together with the common carrier obligation and all rights, privileges, members, licenses and easements appurtenant to now or hereafter existing, as described and/or depicted on Exhibit A.

Purchase Price. The purchase price for the Property described in Section 4.

Regulated Substances. Any substance which is controlled, regulated or prohibited under any Environmental Laws.

Related Trackage Rights Agreements. Those trackage rights agreements between Purchaser and Seller contemplated by the FMOU, including any agreements needed to preserve the operation, capacity, and utility of the freight rail lines of Seller and to permit Seller to access the Indiana Sugars Plant over the connection track off of Purchaser's Porter Branch line.

1.2. Exhibits and Schedules. Attached hereto and forming an integral part of this Agreement are Exhibits A, B, C, and D, all of which are incorporated into this Agreement as fully as if the contents thereof were set out in full herein at each point of reference thereto.

Exhibit A – Property Description,
Ex B: Deed
Ex C: Assignment and Assumption Agreement
Ex. D: CSX Ft Wayne Line Tr Rts Agreement

SECTION 2. PURCHASE AND SALE AGREEMENT.

Subject to and in accordance with the terms and provisions hereof (including without limitation Section 13.2.9 of this Agreement), at Closing Seller shall sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, all of Seller's right, title and interest in and to the Property; provided, however, that (weather permitting) Seller will remove within sixty (60) days after Closing, at Seller's sole expense, all rolling stock and Material from the Property. The quitclaim deed described in Section 12.2.1 of this Agreement shall provide that Seller retains a temporary construction easement for this removal purpose and no other documentation shall be required of Seller for such removal work. Seller assumes all liability for any loss or damage incurred by Seller's removal of the rolling stock and Material from the Property and shall indemnify Purchaser for any such loss or damage. Any Material not removed from the Property within sixty (60) days of Closing shall become the property of Purchaser without any further action. Except as provided in the preceding sentence, any other personal property and/or fixtures located on the Property shall not be removed and shall transfer to Purchaser.

SECTION 3. [INTENTIONALLY OMITTED.]

SECTION 4. PURCHASE PRICE.

4.1. Purchase Price.

4.1.1. The purchase price for the Property shall be ONE DOLLAR (\$1.00) (USA) (the "Purchase Price").

4.1.2. Purchaser shall pay the Purchase Price to Seller at Closing. Prorations. The following items shall be prorated between Seller and Purchaser as of midnight of the business day immediately preceding the Closing Date:

4.2 Cost Allocation.

4.2.1 City, state, and county ad valorem taxes for the calendar year of Closing based on the ad valorem tax bill for the Property if then available for such year, or if not, then on the basis of the ad valorem tax bill for the immediately preceding year (Should such proration prove to be inaccurate on receipt of the ad valorem tax bill for the year of Closing, either Seller or Purchaser may demand by written notice, the Effective Date of which is any time within one (1) year after the date of receipt of such tax bill, a payment from the other correcting such apportionment).

4.2.2 Sanitary sewer, water and utility charges and assessments, if any, provided, however, either party may elect, prior to Closing, to require that the meters for all utility charges, if any, be read and new accounts therefor established as of midnight of the business day prior to Closing, whereupon Seller shall be responsible for and shall pay for all such charges relating to the period prior to the Closing Date, and Purchaser shall pay and be responsible for all such charges from and after the Closing Date.

4.2.3 Any other assessments and special assessments of any type on the Property.

4.2.4 All such other rental, income, taxes, utilities, charges and assessments customarily prorated in commercial real estate transactions in the Gary, Indiana area.

SECTION 5. TITLE TO THE PROPERTY.

5.1. Form of Conveyance. At Closing, Seller shall convey the Property to Purchaser by quitclaim deed subject to the following:

5.1.1. General real estate taxes for the year of Closing and subsequent years not yet due and payable;

5.1.2. Existing laws, orders and regulations, including applicable zoning laws and regulations;

5.1.3. Except as is otherwise provided in this Agreement, all tenancies, encumbrances, easements, rights, conditions, reservations, leases, licenses, permits, privileges, agreements, third party agreements, covenants, conditions, restrictions, reservations, rights of re-entry and possibilities of reverter, whether or not of record or as may be apparent by an inspection or survey of the Property and affect the Property as of the Execution Date or the Closing Date;

5.1.4. Whatever rights the public may have to the use of any roads, alleys, bridge or streets on or crossing the Property;

5.1.5. Whatever rights, title and/or interests Seller may have in any streams, rivers, creeks and waterways passing under, across or through the Property;

5.1.6. Whatever rights, title and/or interests Seller may have in any pipes, wires, poles, cables, culverts, drainage courses or systems, or other facilities on or crossing the Property, together with the rights (if any) of persons entitled to maintain, repair, renew, replace, use or remove the same.

5.2. Title Policy. Purchaser may, at its expense, elect to obtain a standard A.L.T.A. owner's policy of title insurance pursuant to which title to the Property shall be insured, provided, however, that procurement of said policy shall not be a precondition to Closing.

SECTION 6. PURCHASER'S INSPECTION.

Purchaser acknowledges that it has inspected the Property and accepts it in its current condition as of the date of this Agreement, and that Purchaser deems it appropriate for Purchaser's intended use.

SECTION 7. RAIL OPERATIONS OVER PROPERTY.

7.1. Purchaser's Rights. Except as otherwise provided herein, Purchaser shall after Closing have the exclusive right to conduct rail freight operations on the Property.

7.2. Seller's Rights. After conveyance of the Property, Seller shall retain overhead trackage rights on the Property, to be described in the amendment to the Fort Wayne Line Trackage Rights Agreement attached as Exhibit D.

SECTION 8. REPRESENTATIONS AND WARRANTIES.

8.1. Seller's Representations. Seller hereby represents and warrants to Purchaser, as of the Execution Date and as of the Closing Date, as follows:

8.1.1. Authorization. Seller has taken all necessary corporate action to authorize the execution of this Agreement, and those persons executing this Agreement on behalf of Seller are authorized to do so; provided, however, that no officer, director, shareholder, beneficial owner, agent or employee of Seller shall be personally liable for any obligation hereunder.

8.1.2. Binding. This Agreement is a legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered a proceeding in equity or at law).

8.1.3. Disclaimer. Other than as expressly set forth in this Agreement, Seller has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to Purchaser concerning the Property. This disclaimer is set out in more detail in Section 16.1 of this Agreement.

8.1.4. Use of Property. Seller does not currently use the Property to provide rail service to any customer located on or along the Property and is not soliciting the use of the Property for local rail service.

8.1.5. Rail Service. Seller will notify Purchaser if it begins to provide local rail service on the Property between the date of this Agreement and the Closing Date and, in that event, the provision of Section 2 of this Agreement permitting Seller to remove the track material (including ties) will be void and Seller will leave in place for Purchaser's use the track material (including ties).

8.2. Purchaser's Representations. Purchaser hereby represents and warrants to Seller, as of the Execution Date and as of the Closing Date, as follows:

8.2.1. Authorization. Purchaser has taken all necessary action to authorize the execution of this Agreement, and those persons executing this Agreement on behalf of Purchaser are authorized to do so; provided, however, that no officer, director, shareholder, beneficial owner, agent or employee of Purchaser shall be personally liable for any obligation hereunder.

8.2.2. Binding. This Agreement is a legal, valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered a proceeding in equity or at law).

8.2.3. Disclaimer. Other than as expressly set forth in this Agreement, Purchaser has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to Seller concerning the Property.

8.3. Survival. Except as otherwise expressly provided herein, Seller's and Purchaser's representations and warranties in this Section 8 shall survive for a period of six (6) years after the Closing Date and then shall expire and terminate.

SECTION 9. LIABILITY.

9.1. Purchaser's Operations. Subject to the provisions of Section 17 of this Agreement, Seller shall not be liable for any loss, damage, or claim to or pertaining to the Property or the property of Purchaser or any third party, or for personal injury or death of any person, that result from Purchaser's operation, use or interest in the Property, except as set forth in Section 9.2 or any Related Trackage Rights Agreements. Purchaser will defend, indemnify and hold harmless Seller against any asserted claim.

9.2. Seller's Operations. Subject to the provisions of Section 17 of this Agreement, Purchaser shall not be liable for any loss, damage, or claim to or pertaining to the Property or the property of Seller or any third party, or for personal injury or death of any person, that result from Seller's operation, use or interest in the Property, except as set forth in Section 9.1 or any Related Trackage Rights Agreements. Seller will defend, indemnify and hold harmless Purchaser against any asserted claim.

SECTION 10. COMPLIANCE WITH LAWS.

Purchaser shall comply with all applicable Federal, State and local laws, ordinances and regulations in its use and operation of the Property, and Purchaser hereby agrees to indemnify and hold Seller harmless from and against any and all liability, claims, costs (including attorneys' fees), damages and expenses arising in any manner out of its failure to comply with such laws, ordinances or regulations.

SECTION 11. INTENTIONALLY LEFT BLANK.

SECTION 12. CLOSING.

12.1. Conditions. Concurrent with the acquisition of the Property, Purchaser has complied with its obligations to transfer certain property to the GCIAA as described in the FMOU.

12.2. Time and Place. The Closing shall be held as provided in the Transaction Agreement.

12.3. Closing Documents. At Closing, Seller shall deliver the following documents (collectively, the "Closing Documents"):

12.2.1. An executed quitclaim deed transferring Seller's interest in the Property to Purchaser as provided in Section 5.1 above; the form of the deed being as contained in Exhibit B;

12.2.2. An affidavit with respect to Seller's non-foreign status sufficient to comply with the requirements of Section 1445 of the Internal Revenue Code and all regulations applicable thereto;

12.2.3. A certificate of incumbency evidencing the authority of the individual officer executing the Closing Documents on behalf of Seller; and

12.2.4. An agreement ("Assignment and Assumption Agreement") in the form attached hereto as Exhibit C, duly signed by each party whereby Seller assigns to Purchaser all leases, easements, licenses, permits, agreements and privileges (together, hereafter called "Documents") pertaining to the Property. It is agreed that if any of the Documents to be assigned pertain partly to the Property and partly to other property now or formerly owned by Seller, the Assignment and Assumption Agreement will assign to Purchaser only the portion of the Documents which relate to the Property. Originals of the Documents (except for one which is only partially assigned, in which case a photocopy will be provided) will be delivered by Seller to Purchaser within ninety (90) days after the Closing Date.

12.4. Delivery of Purchase Price. Subject to the other terms hereof, Purchaser shall deliver the Purchase Price at the Closing in accordance with the terms of Section 4 above.

12.5. Further Assurances. At and following the Closing, each party shall deliver or cause to be delivered to the other party, as appropriate, such further certificates, consents and other documents as may be necessary to carry out the terms of this Agreement.

12.6. Costs. At Closing, Seller and Purchaser shall pay their own respective costs incurred with respect to the consummation of the transactions contemplated hereby. Notwithstanding the foregoing, Purchaser shall pay any and all transfer taxes or similar charges incident to the conveyance of title to the Property to Purchaser, the cost of recording the deed, the costs of examining title to the Property, the premiums on any title insurance policy it purchases, the cost of any survey and all costs incurred by Purchaser with respect to its examination of the Property, including the fees and expenses of architects and engineers employed by Purchaser. Each party shall pay their respective attorneys' fees.

SECTION 13. CONDITIONS.

13.1. Purchaser's Conditions. All of the following shall be conditions to Purchaser's performance hereunder and must be satisfied by Seller or waived by Purchaser at or prior to the Closing:

13.1.1. The representations and warranties of Seller as they are set forth in Section 8.1 above shall be true, accurate and complete in all material effects;

13.1.2. Seller shall have executed and delivered the documents and instruments contemplated by Section 12.2 above, which required execution by Seller;

13.1.3. By the Termination Date, completion by Seller of the acquisition of all needed property and the construction of the Indiana Sugars Plant Lead from the Purchaser's Porter Branch, as described in the FMOU;

13.1.4. Seller shall have performed and complied fully with all other agreements and requirements that are required by this Agreement to be performed or complied with by Seller; and

13.1.5. The Conditions to Closing listed in Section 5 of the Transaction Agreement shall have fully occurred.

13.2. Seller's Conditions. All of the following shall be conditions to Seller's performance hereunder and must be satisfied by Purchaser or waived by Seller at or prior to the Closing:

13.2.1. The Purchaser has paid the Purchase Price provided for in Section 4 of this Agreement;

13.2.2. The representations and warranties of Purchaser as they are set forth in Section 8.2 above shall be true, accurate and complete in all material effects;

13.2.3. By the Termination Date, completion by Purchaser of (i) the acquisition of all needed property and the construction of the connection of

the Indiana Sugars Plant Lead described in 13.1.3 to Purchaser's Porter Branch and (ii) all related and necessary communications and signal work on Purchaser's Porter Branch;

13.2.4. By the date of Closing, commencement of operations by Seller over the Indiana Sugars Plant Lead and Purchaser's Porter Branch;

13.2.5. By the Termination Date, acquisition by Purchaser of property to connect Seller's Gary Branch and Purchaser's Fort Wayne Line east of Clark Road;

13.2.6. Purchaser shall have performed and complied fully with all other agreements and requirements that are required by this Agreement to be performed or complied with by Seller;

13.2.7. Purchaser shall have executed and delivered the documents and instruments contemplated by Section 12.2, above which required the execution of Purchaser; and

13.2.8. The Conditions to Closing listed in Section 5 of the Transaction Agreement shall have fully occurred.

13.2.9. Seller shall have secured such authority as is needed (if any) from the Indiana Department of Transportation to remove the above ground Clark Road public crossing warning devices and then removed the same.

13.3. Default.

13.3.1. Termination. Unless otherwise agreed to be extended by the parties, this Agreement shall be terminated if one or more of the conditions set forth in Section 13.1 or 13.2 have not been satisfied as of September 30, 2014 (the "Termination Date"). The parties shall agree to extend the Termination Date as long as all of the construction projects described herein are progressing to completion within a reasonable timeframe.

13.3.2. Default by Purchaser. Unless this Agreement is terminated pursuant to its terms or one or more of Purchaser's Conditions in Section 13.1 remain unsatisfied for reasons not within Purchaser's control and are not waived by Purchaser, failure by Purchaser to perform on the Closing Date will constitute a default. In the event of a default by Purchaser under the terms of this Agreement, Seller shall have the right to enforce this Agreement by action of specific performance of Purchaser's obligations under this Agreement or otherwise.

13.3.3. Default by Seller. Unless this Agreement is terminated pursuant to its terms or one or more of Seller's Conditions in Section 13.2 remain unsatisfied for reasons not within Seller's control and are not waived by Seller, failure by Seller to perform on the Closing Date will constitute a

default. In the event of a default by Seller under the terms of this Agreement, Purchaser shall have the right to enforce this Agreement by action of specific performance of Seller's obligations under this Agreement or otherwise.

SECTION 14. RISK OF LOSS AND CONDEMNATION.

14.1. Loss. Prior to Closing, Seller shall bear all risk of loss or damage to the Property by fire, other casualty or condemnation prior to the Closing. Notwithstanding the foregoing, Seller shall have no duty whatsoever to rebuild any improvements of any nature or type on the Property or otherwise to restore the Property in the event of fire, flood, or other casualty howsoever caused or condemnation.

14.2. Eminent Domain. If, at any time prior to the Closing, any action or proceeding is filed under which the Property, or a substantial portion thereof, may be taken pursuant to any law, ordinance or regulation, or by condemnation or the right of eminent domain, then, at the option of either Seller or Purchaser, this Agreement shall be terminated and each party shall have no further liability to the other except for any liability or indemnity pursuant to any provision hereof that, by its terms, survives any termination of this Agreement. If neither party exercises such right of termination, this Agreement shall remain in full force and effect and Seller, at the time of Closing hereunder, shall transfer and assign to Purchaser all of Seller's right, title and interest in any proceeds received or which may be received by the taking, or a sale in lieu thereof, said option to be exercisable by either party by delivering to the other written notice of such exercise on or before the thirtieth (30th) day following the day on which the respective party receives notice that such suit has been filed.

14.3. Notice of Condemnation. If at any time prior to the Closing all or any portion of the Property is taken by condemnation or eminent domain or any proceeding in condemnation or eminent domain is initiated, or Seller becomes aware of the threat of such taking, Seller shall promptly give written notice thereof to Purchaser and both Parties shall bear equally the expenses to vigorously defend against such taking.

SECTION 15. ASSIGNMENT.

15.1. Assignment. This Agreement may not be assigned by Purchaser to any other party without the written consent of Seller, which consent may be withheld for any reason. Seller expressly reserves the right to assign or delegate all or any part of Seller's rights and duties hereunder with respect to all or any of the Property to one or more third parties, including without limitation a qualified intermediary as defined by Treasury Regulation Section 1.1031(K)1(g)(4), in connection with a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code (this last type of assignment being called a "Intermediary Assignment"), provided, however, that except for an Intermediary Assignment for

which consent may not be withheld or delayed unreasonably, any such assignment and/or delegation shall be subject to the consent of Purchaser, which consent may be withheld for any reason.

15.2. Assignment of Third Party Agreements. All third party agreements will be assigned by Seller to Purchaser. Third party agreements directly relating to or affecting rail freight operations on the Property shall be disclosed to Purchaser within sixty (60) days of the Execution Date. While Seller will diligently seek out all such Documents in the said period, if Seller later discovers any other Documents prior to Closing, Seller shall promptly provide Purchaser with a copy of the same. Agreements discovered subsequent to Closing shall be assigned to Purchaser in good faith, applying the principles of this Section. Seller shall assist Purchaser in obtaining any necessary consents to assignment of the third party agreements.

SECTION 16. SELLER DISCLAIMERS; PURCHASER RELEASE AND WAIVER.

16.1. Disclaimers.

16.1.1. Other than as expressly set forth in Section 8 of this Agreement, Seller has not made and does not hereby make, and Purchaser acknowledges that neither Seller nor any of its agents or representatives have made and Seller is not liable for or bound in any manner by:

16.1.1.1. any express or implied warranties, guarantees, promises, statements, inducements, representations or information or any indemnification of any kind to Purchaser pertaining to the Property or any part thereof;

16.1.1.2. any representations or warranties regarding Seller's title to the Property;

16.1.1.3. any representations or warranties regarding the condition or suitability of the Property, including, but not limited to, the condition of the soil or the presence of Regulated Substances or other contaminants in the soil or improvements, whether known or unknown;

16.1.1.4. any representations or warranties regarding the size, zoning, income potential, expenses or operation of the Property;

16.1.1.5. any representations or warranties regarding the uses that can be made of the same or in any manner or thing with respect thereof, including, without limitation, any existing or prospective leasing or occupancy of all or any part thereof; or

16.1.1.6. any representations or warranties regarding its compliance with any statute, ordinance or regulation, including, but not limited to, zoning laws or Environmental Laws.

16.2. Purchaser's Acknowledgments. Purchaser acknowledges and agrees that:

16.2.1. Purchaser is purchasing the Property in "AS-IS, WHERE-IS" CONDITION AND, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8, WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND PURCHASER EXPRESSLY WAIVES ANY CLAIM IT MIGHT OTHERWISE HAVE AGAINST SELLER FOR PATENT OR LATENT DEFECTS TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, CLAIMS FOR EXISTING CONTAMINATION ARISING FROM THE PRESENCE OF REGULATED SUBSTANCES ON, AT OR UNDER THE PROPERTY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, OR OTHER ENVIRONMENTAL LAWS.

16.2.2. Except as provided in Section 8, Seller has not made any express or implied representation or warranty of Seller's title to the Property or with respect to the condition or suitability of the Property, including, but not limited to, the condition of the soil, the presence of wastes or other Regulated Substances, other contaminants in the soil or improvements or contamination and other physical characteristics – whether known or unknown. Purchaser shall perform at its own expense and rely solely upon its own independent investigation, including any environmental assessment performed pursuant to this Agreement, concerning the physical condition of the Property and compliance of the Property with any applicable law and regulations.

16.2.3. Upon sufficient notice and at a time mutually and reasonably acceptable to the Parties, Seller shall provide or make available to Purchaser's representatives any environmental test results or reports (if any) that Seller has in its possession and can locate without undue burden pertaining to the Property. Seller shall deliver a copy of such material to Purchaser prior to Closing. Prior to any review of such results and reports, Purchaser's representatives shall execute a mutually acceptable confidentiality agreement. Seller may satisfy the requirements of this paragraph by means of providing the documents here described in electronic format and may exclude any document that is protected by a privilege.

16.2.4. Except as otherwise provided in this Agreement, after the Closing Date, Purchaser shall make no claims for, and hereby waives as to Seller,

any claims that arise at any time out of, in respect to, or in connection with the physical condition, safety, utility, adequacy, merchantability, value, suitability or fitness of the Property, or any portion thereof, or any defects therein, including those relating to (a) public or private street, bridge, underpass or other crossings, (b) any structures that may be contained on the Property, (c) the existing flow or obstruction of surface or subsurface waters, (d) the stability of the soil on, above or adjacent to the Property (except for interests retained by Seller), (e) support for or by adjacent property or the collapse of soil or other materials or buildings onto adjacent property, or (f) any other existing condition of the Property, including any existing contamination from Regulated Substances on, at or under the Property. After the Closing Date, Purchaser shall have all obligations imposed by building or construction codes or licensing or zoning requirements, including obligations relating to licensing, permits, notices and fees, and all environmental obligations as set forth in Section 17.

16.3. This Section 16 shall survive the Closing of the transactions contemplated herein.

SECTION 17. RESPONSIBILITY FOR ENVIRONMENTAL AND OTHER MATTERS.

17.1. Permit Matters. As between the parties, on and after the Closing Date, responsibility for compliance with Environmental Laws as they pertain to the Property and responsibility for acquiring, maintaining and complying with governmental approvals required under Environmental Laws and complying with monitoring, record keeping or reporting obligations imposed under applicable Environmental Laws shall be borne solely by Purchaser. Prior to the Closing Date, responsibility for compliance with Environmental Laws as they pertain to the Property and responsibility for acquiring, maintaining and complying with governmental approvals required under Environmental Laws and complying with monitoring, record keeping or reporting obligations imposed under applicable Environmental Laws shall be borne solely by Seller.

17.2. Seller's Obligation. Notwithstanding Section 16 of this Agreement, Seller shall indemnify and hold Purchaser harmless from and against all environmental liabilities, claims, losses, damages and/or expenses (including reasonable attorneys' fees) arising with respect to the Property that are predicated on events that occurred before the Closing Date.

17.3. Purchaser's Obligation. Purchaser shall indemnify and hold Seller harmless from and against all environmental liabilities, claims, losses, damages and/or expenses (including reasonable attorneys' fees) arising with respect to the Property that are predicated on events that occurred on or after the Closing Date, except for those Environmental Claims related to Seller's retained trackage rights operations, for which Seller is responsible.

17.4. Allocation of Liability. In case both Purchaser and Seller, including their predecessors, contributed to the release that resulted in an environmental liability, liability shall be allocated between Purchaser and Seller in accordance with their relative contribution to the release.

SECTION 18. BROKERAGE COMMISSION.

All negotiations relative to this Agreement and the purchase and sale of the Property have been conducted between Seller and Purchaser without the intervention of any person or other party as agent or broker. Seller and Purchaser each represent and warrant to the other that there are and will be no broker's commissions or fees payable in connection with this Agreement or the purchase and sale of the Property by reason of their respective dealings, negotiations or communications. Seller and Purchaser shall and do each hereby indemnify, defend and hold harmless each other from and against the claims, demands, actions and judgments of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of its respective dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property.

SECTION 19. RESPONSIBILITY FOR LABOR MATTERS.

This shall be allocated pursuant to the terms of the Transaction Agreement.

SECTION 20. NOTICES.

Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by overnight courier or by hand delivery, or sent by U.S. registered or certified mail, return receipt requested, postage prepaid, to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

SELLER:

NSR Jeff Harris
Assistant Vice President – Operations
Planning
Norfolk Southern Corporation
Three Commercial Place
Norfolk, VA 23510

With a copy to: Thomas W. Ambler
Senior General Attorney
Law Department
Norfolk Southern Corporation
Three Commercial Place

Norfolk, VA 23510

PURCHASER:

CSXT CSX Transportation, Inc
Attn: Steve Crosby, President CSX Real
Property
800 Water Street (J915)

With a copy to: Sean M. Craig, Assistant General Counsel
CSX Transportation, Inc.
500 Water Street (J150)
Jacksonville, FL 32202

SECTION 21. MISCELLANEOUS.

21.1. Governing Law. This Agreement shall be governed by the laws of the State of Indiana, without regard to otherwise applicable principles of conflicts of laws.

21.2. Rules of Construction. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa.

21.3. Remedies Cumulative. Except as otherwise expressly provided herein, all rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative and in addition to all other rights, powers and remedies hereunder and those available at law or in equity. All such rights, powers and remedies may be exercised separately or at once, and no exercise of any right, power or remedy shall be construed to be an election of remedies or shall preclude the future exercise of any or all other rights, powers and remedies granted hereunder or available at law or in equity, except as expressly provided herein.

21.4. Arbitration. (i) Disputes characterized as not material by all parties to the dispute that are not resolved within thirty (30) days of the date of the written notice of the dispute shall be settled through binding arbitration by a sole disinterested arbitrator knowledgeable in railroad commercial and operating matters to be selected jointly by the parties to the dispute. An arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other rules and procedures to which the parties agree. Unless otherwise agreed by the parties to the arbitration, the decision of the arbitrator shall be in the form of a reasoned award, which shall include findings of fact and law, and shall be final and conclusive upon the parties hereto.

Each party to the arbitration shall pay the compensations, costs, fees and expenses of its own witnesses, experts and counsel. The compensation, costs and expense of the arbitrator, if any, shall be borne equally by the parties to the arbitration. The arbitration hearing, if any, will be held in Chicago, IL, or at a location selected by the arbitrator. The arbitrator shall not have the power to award consequential or punitive damages or to determine violations of criminal or antitrust laws. Pending the award of the arbitrator, there shall be no interruption in the transaction of business under the Agreement, and all payments in respect thereto shall be made in the same manner as prior to the dispute until the matter in dispute shall have been fully determined by arbitration, and thereupon such payment or restitution shall be made as required by the decision or award of the arbitrator. (ii) Any dispute arising between or among the parties with respect to this Agreement characterized as material by any party to the dispute, in its sole discretion, that is not resolved within thirty (30) days of the date of written notice of the dispute shall be settled by binding arbitration, as set forth in Section 21.4. — unless the parties are unable to select an arbitrator, in which case the parties will adjudicate their dispute before a court with proper jurisdiction instead of proceeding in arbitration.

21.5. No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. No provision of this Agreement shall be waived by any act or knowledge of the parties hereto, but only by a written instrument signed by the party waiving a right hereunder.

21.6. Entire Agreement. This Agreement (including all attachments, which are to be considered a part of the Agreement) contains the entire agreement of the parties hereto with respect to the purchase and sale of the Property and the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect. Any previous agreements or understandings among the parties regarding the subject matter hereof are merged into and superseded by this Agreement.

21.7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

21.8. Amendments. No amendment to this Agreement shall be binding on any of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought.

21.9. Time of Essence. Time is of the essence of this Agreement.

21.10. Beneficiaries. This Agreement is intended for the sole benefit of the parties hereto. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation, or other entity, other than the parties hereto and their respective officers, agents, employees, parent corporation, subsidiaries, affiliates, successors, and permitted assigns, any right or benefit pursuant to any provision or term of this Agreement, and all provisions and terms of this Agreement are and will be for the sole and exclusive benefit of the parties to this Agreement.

21.11. Attorneys' and Consultants' Fees. In any action to enforce this Agreement, to collect damages as a result of a breach of its provisions, or to collect any indemnity provided for herein, Seller and Purchaser shall pay all their own costs in such action, including the costs of investigation, settlement, expert witnesses and reasonable attorneys' fees, together with all additional costs incurred in enforcing or collecting any judgment rendered.

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

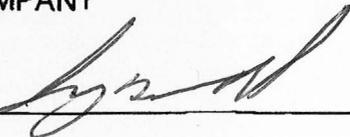
21.13. Severability. If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

21.14. Extent of Waiver and Indemnification. As part of the consideration hereof, all of the waiver and indemnification agreements of each party contained herein in favor of the other party shall extend to and constitute a waiver or indemnification, as applicable, to the other party's parent, subsidiaries, affiliated entities, and its and their respective officers, directors, agents and employees.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

NORFOLK SOUTHERN RAILWAY
COMPANY

By:  _____

Title: Vice President

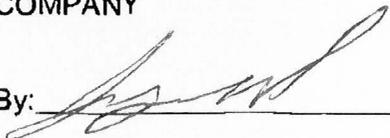
CSX TRANSPORTATION, INC.

By: _____

Title: _____

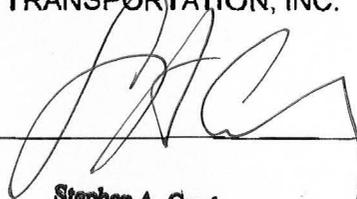
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

NORFOLK SOUTHERN RAILWAY
COMPANY

By:  _____

Title: Vice President

CSX TRANSPORTATION, INC.

By:  _____

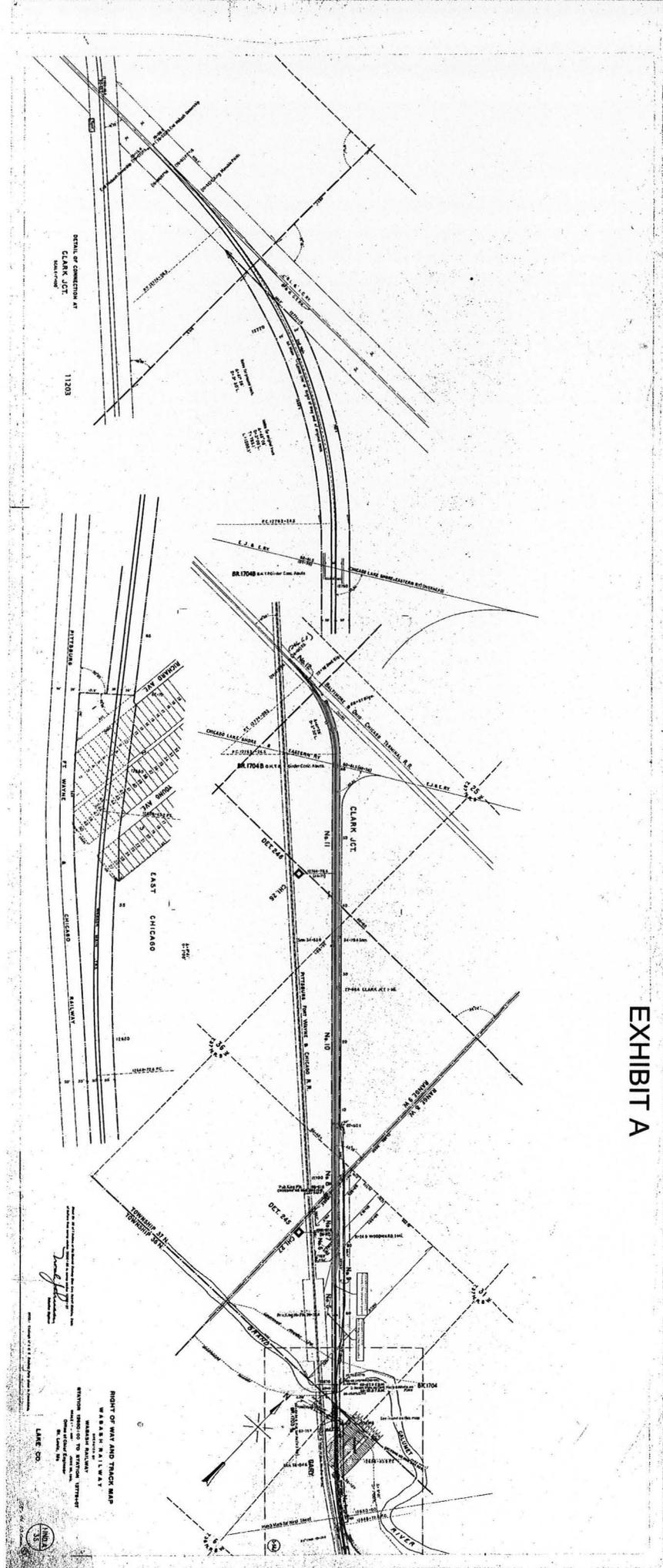
Stephen A. Crosby
President- CSX Real Property, Inc.
Title: **signing on behalf of CSX Transportation, Inc.**

CSX Real Property, Inc.
Under the Authority of Property Management Agreement
and Limited Power of Attorney dated as of March 1, 1990
and as amended November 1, 1991.

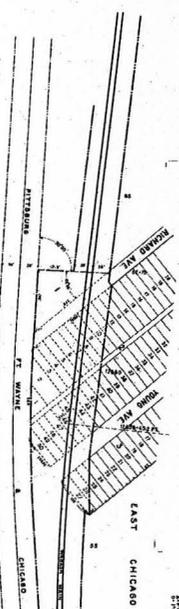
ement
1990

DESCRIPTION EXHIBIT A

All those strips or parcels of land lying and situate in County of Lake; State of Indiana, being shown on Railway Valuation Map 1-IND.A/35; shaded red; lying between Mile Posts TC 244.9, more or less, and TC 246.6, more or less; said map titled, Exhibit A, RIGHT OF WAY TRACK MAP WABASH RAILWAY, OPERATED BY WABASH RAILWAY; Dated June 30, 1919; Said map attached hereto and made a part hereof.



DETAIL OF CONNECTION AT
CLARK JCT.
11200



RIGHT OF WAY AND TRACK MAP
WASHINGTON ST. TO CLARK JCT.
CLARK JCT. TO EAST CHICAGO
CLARK JCT. TO MILWAUKEE
CLARK JCT. TO INDIANAPOLIS
LAME CO.

EXHIBIT A

± x h . d . t B

STATE OF INDIANA)
)
COUNTY OF LAKE)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, THAT NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, hereinafter referred to as Grantor, for and in consideration of the sum of ONE AND 00/100 DOLLARS (\$1.00) and other good and valuable considerations, to it in hand paid by the Grantee hereinafter named, the receipt and sufficiency of which is hereby acknowledged, does hereby quitclaim unto CSX TRANSPORTATION, INC., a Virginia corporation, hereinbefore and after referred to as Grantee, that portion of Grantor's Gary Branch between milepost TC 244.9 and milepost TC 246.6, rounded to the nearest tenth of a mile located in the County of Lake, State of Indiana, and as is more particularly described and depicted in Exhibits A and B, attached hereto and made a part hereof.

LESS AND EXCEPT any portion of the above described property previously quitclaimed or otherwise released by Grantors or which has reverted by operation of law.

RESERVING, however, unto GRANTOR its affiliates, subsidiaries, parent corporations, successors and assigns all rolling stock, as well as all "Material" as the term Material is defined in Exhibit C, attached hereto and made a part hereof, and located on the property hereby quitclaimed to Grantee.

RESERVING further unto Grantor, its affiliates, subsidiaries, parent corporations, successors and assigns, a temporary construction easement for a period of sixty (60) days from the date of this quitclaim deed for the purpose of the removal of that rolling stock and Material; no other documentation shall be required of Grantor for such removal work.

Grantor assumes all liability for any loss or damage incurred by Grantor's removal of the rolling stock and Material from the Property and shall indemnify Grantee for any such loss or damage.

SUBJECT, however, to any easements, reservations, conditions, licenses, leases and restrictions, whether or not of record.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by
and through its duly authorized officers and its corporate seal to be hereunto affixed, this ____
day of _____, 2014.

L. S. ATTEST:

NORFOLK SOUTHERN RAILWAY
COMPANY

Assistant Corporate Secretary

By: _____

Title: _____

This instrument prepared by:

Howard D. McFadden
General Attorney - Real Estate
Norfolk Southern Corporation
1200 Peachtree Street, NE
Atlanta, Georgia 30309-3579

STATE OF GEORGIA)
)
COUNTY OF _____)

Before me, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be _____ of Norfolk Southern Railway Company, the within named Grantor, a corporation, and that such person as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by such person as such _____.

WITNESS my hand and seal, at office in Fulton County, Georgia, this _____ day of _____ 2014.

Notary Public

My Commission Expires: _____

EXHIBIT C

Material. For purposes of this deed, the term "Material" shall only consist of crossties, steel track rails and other steel track materials, as well as the above-ground cross-bucks, pole and flashing light signals located at the existing Clark Road public grade crossing; however, the term Material shall not include any fixtures or personalty whatsoever (including crossties, steel track rails and other steel track materials) in the portion of the Gary Branch that is actually within the paved portion of the Clark Road public grade crossing, which portion shall not be removed. No other fixtures or personalty which might be located on the property being quitclaimed shall be considered to be "Material". Any Material not removed from the quitclaimed property within sixty (60) days of the date of this deed shall become the property of Grantee without any further action. Except as provided in the preceding sentence, any other personal property and/or fixtures located on the property being quitclaimed to Grantee shall not be removed and shall transfer to Grantee.

EXHIBIT C

ASSIGNMENT AND ASSUMPTION OF VARIOUS AGREEMENTS, LEASES AND LICENSES

FOR VALUE RECEIVED, **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, hereinafter referred to as “Assignor”, does hereby sell, transfer and assign unto the **CSX TRANSPORTATION, INC.**, a Virginia corporation, hereinafter referred to as “Assignee”, all of the right, title and interest of Assignor in those various agreements, leases and licenses, indicated on Attachment A, attached hereto and made a part hereof; the instruments indicated on Attachment A being those affecting property totally included in the property conveyed by Assignor to Assignee by quitclaim deed dated _____, 201_. Assignor further partially sells, transfers and assigns unto Assignee the right, title and interest of Assignor in those various agreements, leases and licenses indicated on Attachment B, attached hereto and made a part hereof; the instruments indicated on Attachment B being those affecting property only partially within the property conveyed by Assignor to Assignee by the above referenced deed – it being the intent to sell, transfer and assign only so much of the instruments indicated on Attachment B as affects the property conveyed by said deed.

Assignee does hereby assume to the extent of the interest hereby assigned all of the covenants, promises and obligations of Assignor contained within the subject agreements, leases and licenses.

Within thirty (30) days from the date of this agreement Assignor will deliver to Assignee the original documents indicated on Attachment A and copies of the documents indicated on Attachment B.

It is the intent of Assignor to assign its interest in only those instruments affecting the property conveyed by the above-referenced deed. Should any agreements, leases or licenses that do not affect the property conveyed by the subject deed be included on the attached Attachment A and Attachment B, this instrument of Assignment and

Assumption shall be void and of no effect as to those agreements, leases or licenses. Upon determination by either party that any agreements, leases or licenses have been erroneously included in this document, the original instrument shall be promptly returned to Assignor, if already in the custody of Assignee.

The instruments indicated on Attachment A and Attachment B constitute all of such instruments known to Assignor affecting the property conveyed by Assignor to Assignee by the aforementioned deed. If subsequent to the effective date of this instrument, Assignor discovers any additional instruments which affect the subject property, said discovered instruments shall be automatically assigned as if included herein upon Assignor's mailing by Certified Mail said instruments or copies thereof to Assignee.

The effective date of this instrument is _____, 201_.

DATED this ____ day of _____, 201_

**NORFOLK SOUTHERN
RAILWAY COMPANY**

CSX TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTACHMENT A

1. Permanent Easement Agreement dated Mary 13, 2013 28, 2014 between Norfolk Southern Railway Company and Gary/Chicago International Airport Authority about an easement for a proposed CN/Wisconsin Central bridge over Norfolk Southern Railway Company right-of-way or property at Gary, Indiana

ATTACHMENT B

1. Agreement dated January 28, 2014 between Norfolk Southern Railway Company and Wisconsin Central Ltd. for the lease of 3.97 acres of Norfolk Southern Railway Company property or right-of-way from MP TC-245.33 to TC-244.70 at Gary, Indiana, to be used for a gravel road.

Exh. b1 D

**AMENDMENT TO FORM A TRACKAGE RIGHTS ADDENDUM
CSXT FORT WAYNE LINE TRACKAGE RIGHTS**

This Trackage Rights Amendment, entered into this _____ day of May, 2014, by and between Norfolk Southern Railway Company, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR") and CSX Transportation, Inc., a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "CSXT"), hereby constitutes an amendment to the Fort Wayne Line addendum to the NSR Master Trackage Rights Agreements dated June 1, 1999 among the parties.

WHEREAS, on June 1, 1999, in a Form A Trackage Rights Addendum to the NSR Master Trackage Rights Agreement of even date, CSXT granted to NSR the right to operate its trains, locomotives, cars, and equipment with its own crews over the Fort Wayne Line between Mike Interlocking, Fort Wayne, Indiana, at or near Milepost 319.2, and the connection of the CSXT Fort Wayne Line with the NSR Fort Wayne Line at Clarke Junction, Indiana, at or near Milepost 445.7; and

WHEREAS, CSXT has leased a portion of the CSXT Fort Wayne Line between Mike Interlocking and Tolleston, Indiana to the Chicago, Fort Wayne, and Eastern Railroad (hereinafter referred to as "CFER") and NSR has subsequently entered into an agreement with CFER for the continuing trackage rights of NSR over CFER's leased portion of CSXT's Fort Wayne Line between Mike Interlocking and Tolleston, Indiana; and

WHEREAS, NSR and CSXT have entered into an agreement dated May ____, 2014 (the "Transaction Agreement") to accommodate the Gary, Indiana Airport Runway Expansion Project which will result in the relocation and removal of tracks and installation of new connections between tracks including but not limited to the Fort Wayne Line; and.

NOW, THEREFORE, NSR and CSXT agree to amend the existing Fort Wayne Line Form A Trackage Rights Addendum to the June 1, 1999 Master Trackage Rights Agreement between Tolleston, Indiana and Clarke Junction, Indiana as described herein.

SECTION 1 DESCRIPTION OF CHANGES

Section 1 of the Form A Trackage Rights Addendum to the NSR Master Trackage Rights Agreement is hereby amended with the addition of the following after the existing paragraphs in the "Description":

NSR shall have the right to enter and exit the Subject Trackage at the new connection between CSXT's Fort Wayne Line and CSXT's Porter Branch in the northeast quadrant at Tolleston, Indiana, as well as the continued right to enter and exit CSXT's Fort Wayne Line at the existing connection to the CFER leased portion of the CSXT Fort Wayne Line in the southwest quadrant at Tolleston, Indiana. NSR shall also have the right to enter and exit CSXT's Fort Wayne Line at Milepost CSX QF 442.0 to connect to NSR's former Gary Branch at Milepost NS TC 243.1.

SECTION 2 NEW CONNECTIONS

In accordance with Section 6(b) of the NSR Master Trackage Rights Agreement, the parties agree as follows:

- (a) CSXT agrees to construct and maintain, subject to reimbursement for the construction by the Gary-Chicago Airport Authority, the following connections:
1. The connection from the CSXT Fort Wayne Line, at or near Milepost QF 442.0, to CSXT's Porter Branch, at or near Milepost QFP 256.1, in the northeast quadrant at Tolleston, IN.
 2. The diamond crossing of CSXT's Porter Branch and the CSXT Fort Wayne Line, reconnecting the CSXT Fort Wayne Line to the CFER leased portion of the CSXT Fort Wayne Line at Tolleston, Indiana.
- (b) NSR agrees to have constructed at NSR's sole expense a connection from CSXT's Fort Wayne Line at Milepost CSX QF 442.0 to connect to NSR's Gary Branch at NS TC 243.1

SECTION 3 RESTRICTION ON USE

The parties agree that "equipment", as referenced in Section 1 of the CSXT Fort Wayne Line Form A Trackage Rights Addendum, shall include self-propelled Maintenance-of-Way on-track equipment operated by NSR forces over the Subject Trackage.

SECTION 4 TERM AND TERMINATION

1. The effective date of this Amendment to the CSXT Fort Wayne Line Form A Trackage Rights Addendum shall be the latter of (a) the date first above written, or (b) when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by NSR and CSXT, or (c) the completion of the construction of the connections referred to in Section 2 and the transfer of a portion of the Gary Branch from NSR to CSXT as described in the Transaction Agreement, and shall continue in effect until termination of both of the NSR and CSXT Master Trackage Rights Agreements.
2. Termination of this Amendment shall not relieve or release any party hereto from any obligations assumed or from any liability which may have arisen or been incurred by such party under the terms of this Amendment prior to termination hereof.

SECTION 5 MISCELLANEOUS PROVISIONS

Unless specifically modified by this Agreement, all terms and conditions of the NSR Master Trackage Rights Agreement and the CSXT Fort Wayne Line Form A Trackage Rights Addendum shall remain in full force and effect.

[The remainder of the page intentionally is left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, in duplicate, as of the date first above written.

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Vice President Network & Service Management

WITNESS:

CSX TRANSPORTATION, INC.

By: _____

Director, Joint Facilities

**AMENDMENT TO FORM A TRACKAGE RIGHTS ADDENDUM
CSXT FORT WAYNE LINE TRACKAGE RIGHTS**

This Trackage Rights Amendment, entered into this 1st day of May, 2014, by and between Norfolk Southern Railway Company, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR") and CSX Transportation, Inc., a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "CSXT"), hereby constitutes an amendment to the Fort Wayne Line addendum to the NSR Master Trackage Rights Agreements dated June 1, 1999 among the parties.

WHEREAS, on June 1, 1999, in a Form A Trackage Rights Addendum to the NSR Master Trackage Rights Agreement of even date, CSXT granted to NSR the right to operate its trains, locomotives, cars, and equipment with its own crews over the Fort Wayne Line between Mike Interlocking, Fort Wayne, Indiana, at or near Milepost 319.2, and the connection of the CSXT Fort Wayne Line with the NSR Fort Wayne Line at Clarke Junction, Indiana, at or near Milepost 445.7; and

WHEREAS, CSXT has leased a portion of the CSXT Fort Wayne Line between Mike Interlocking and Tolleston, Indiana to the Chicago, Fort Wayne, and Eastern Railroad (hereinafter referred to as "CFER") and NSR has subsequently entered into an agreement with CFER for the continuing trackage rights of NSR over CFER's leased portion of CSXT's Fort Wayne Line between Mike Interlocking and Tolleston, Indiana; and

WHEREAS, NSR and CSXT have entered into an agreement dated May 1st, 2014 (the "Transaction Agreement") to accommodate the Gary, Indiana Airport Runway Expansion Project which will result in the relocation and removal of tracks and installation of new connections between tracks including but not limited to the Fort Wayne Line; and.

NOW, THEREFORE, NSR and CSXT agree to amend the existing Fort Wayne Line Form A Trackage Rights Addendum to the June 1, 1999 Master Trackage Rights Agreement between Tolleston, Indiana and Clarke Junction, Indiana as described herein.

SECTION 1 DESCRIPTION OF CHANGES

Section 1 of the Form A Trackage Rights Addendum to the NSR Master Trackage Rights Agreement is hereby amended with the addition of the following after the existing paragraphs in the "Description":

NSR shall have the right to enter and exit the Subject Trackage at the new connection between CSXT's Fort Wayne Line and CSXT's Porter Branch in the northeast quadrant at Tolleston, Indiana, as well as the continued right to enter and exit CSXT's Fort Wayne Line at the existing connection to the CFER leased portion of the CSXT Fort Wayne Line in the southwest quadrant at Tolleston, Indiana. NSR shall also have the right to enter and exit CSXT's Fort Wayne Line at Milepost CSX QF 442.0 to connect to NSR's former Gary Branch at Milepost NS TC 243.1.

SECTION 2 NEW CONNECTIONS

In accordance with Section 6(b) of the NSR Master Trackage Rights Agreement, the parties agree as follows:

- (a) CSXT agrees to construct and maintain, subject to reimbursement for the construction by the Gary-Chicago Airport Authority, the following connections:
1. The connection from the CSXT Fort Wayne Line, at or near Milepost QF 442.0, to CSXT's Porter Branch, at or near Milepost QFP 256.1, in the northeast quadrant at Tolleston, IN.
 2. The diamond crossing of CSXT's Porter Branch and the CSXT Fort Wayne Line, reconnecting the CSXT Fort Wayne Line to the CFER leased portion of the CSXT Fort Wayne Line at Tolleston, Indiana.
- (b) NSR agrees to have constructed at NSR's sole expense a connection from CSXT's Fort Wayne Line at Milepost CSX QF 442.0 to connect to NSR's Gary Branch at NS TC 243.1

SECTION 3 RESTRICTION ON USE

The parties agree that "equipment", as referenced in Section 1 of the CSXT Fort Wayne Line Form A Trackage Rights Addendum, shall include self-propelled Maintenance-of-Way on-track equipment operated by NSR forces over the Subject Trackage.

SECTION 4 TERM AND TERMINATION

1. The effective date of this Amendment to the CSXT Fort Wayne Line Form A Trackage Rights Addendum shall be the latter of (a) the date first above written, or (b) when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by NSR and CSXT, or (c) the completion of the construction of the connections referred to in Section 2 and the transfer of a portion of the Gary Branch from NSR to CSXT as described in the Transaction Agreement, and shall continue in effect until termination of both of the NSR and CSXT Master Trackage Rights Agreements.
2. Termination of this Amendment shall not relieve or release any party hereto from any obligations assumed or from any liability which may have arisen or been incurred by such party under the terms of this Amendment prior to termination hereof.

SECTION 5 MISCELLANEOUS PROVISIONS

Unless specifically modified by this Agreement, all terms and conditions of the NSR Master Trackage Rights Agreement and the CSXT Fort Wayne Line Form A Trackage Rights Addendum shall remain in full force and effect.

[The remainder of the page intentionally is left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, in duplicate, as of the date first above written.

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY



By:  _____
Vice President Network & Service Management

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
Director, Joint Facilities

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, in duplicate, as of the date first above written.

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

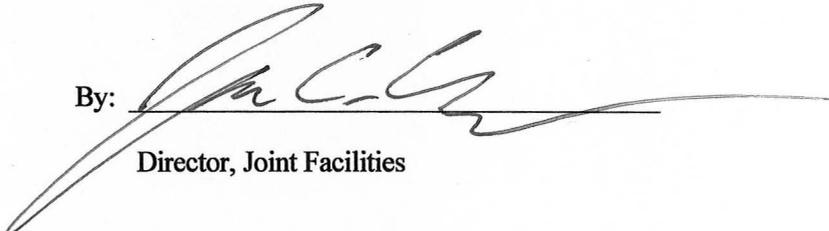
By: _____

Vice President Network & Service Management

WITNESS:

CSX TRANSPORTATION, INC.

Sam M. Craig

By:  _____

Director, Joint Facilities

**AMENDMENT TO FORM A TRACKAGE RIGHTS ADDENDUM
NSR FORT WAYNE LINE TRACKAGE RIGHTS**

This Trackage Rights Amendment, entered into this 1 day of May, 2014 by and between Norfolk Southern Railway Company, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR") and CSX Transportation, Inc., a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "CSXT"), hereby constitutes an amendment to the Fort Wayne Line addendum to the CSXT Master Trackage Rights Agreement dated June 1, 1999 among the parties.

WHEREAS, on June 1, 1999, in a Form A Trackage Rights Addendum to the CSXT Master Trackage Rights Agreement of even date, NSR granted to CSXT the right to operate its trains, locomotives, cars, and equipment with its own crews (hereinafter referred to as "NSR Fort Wayne Line Trackage Rights") over the NSR Fort Wayne Line between CP501 Interlocking, Buffington, Indiana, at or near Milepost 446.3, and the connection of the NSR Fort Wayne Line with the CSXT Fort Wayne Line at Clarke Junction, Indiana, at or near Milepost 445.7; and

WHEREAS, NSR and CSXT have entered into an agreement dated May 1 , 2014 (the "Transaction Agreement") for the Gary, Indiana Airport Runway Expansion Project which will result in the relocation and removal of tracks and installation of new connections between tracks including but not restricted to the NSR Fort Wayne Line; and

NOW, THEREFORE, NSR and CSXT agree to amend the existing NSR Fort Wayne Line Form A Trackage Rights Addendum to the June 1, 1999 CSXT Master Trackage Rights Agreement between Buffington, Indiana and Clarke Junction, Indiana as described herein.

SECTION 1 DESCRIPTION OF CHANGES

Section 1 of the Form A Trackage Rights Addendum to the CSXT Master Trackage Rights Agreement is hereby amended with the addition of the following after the existing paragraphs in the "Description"):

CSXT shall have the right to enter and exit the NSR Fort Wayne Line at the following points: a) the connection to NSR's Chicago Line at CP501, Buffington, Indiana, at or near Milepost QF 446.3; and b) the new connection to CSXT's Baltimore & Ohio Chicago Terminal Railroad Company ("BOCT") Barr Subdivision at Clarke Junction, IN, at or near Milepost DC 0.4.

SECTION 2 NEW CONNECTIONS

In accordance with Section 6(b) of the CSXT Master Trackage Rights Agreement, NSR and CSXT agree to construct and maintain on the property of the parties, subject to reimbursement for the construction by the Gary-Chicago Airport Authority, the following connections:

1. The connection between the relocated NSR Fort Wayne Line and the BOCT Barr Subdivision at Clarke Junction, IN, replacing the former diamond crossing over the BOCT Barr Subdivision, allowing continuous movement from the NSR Fort Wayne Line to the relocated CSXT Fort Wayne Line via the crossover trackage at Clarke Junction, IN.

SECTION 3 TERM AND TERMINATION

1. The effective date of this Amendment to the NSR Fort Wayne Line Form A Trackage Rights Addendum shall be the latter of (a) the date first above written, or (b) when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by NSR and CSXT, or (c) the completion of the construction of the connections referred to in Section 2 and the transfer of a portion of the Gary Branch from NSR to CSXT as described in the Transaction Agreement, and shall continue in effect until termination of both of the NSR and CSXT Master Trackage Rights Agreements.
2. Termination of this Amendment shall not relieve or release any party hereto from any obligations assumed or from any liability which may have arisen or been incurred by such party under the terms of this Amendment prior to termination hereof.

SECTION 4 MISCELLANEOUS PROVISIONS

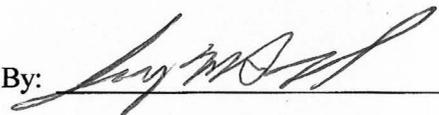
Unless specifically modified by this Agreement, all terms and conditions of the CSXT Master Trackage Rights Agreement and the NSR Fort Wayne Line Form A Trackage Rights Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, in duplicate, as of the date first above written.

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY



By: 
Vice President Network & Service Management

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

1. The effective date of this Amendment to the NSR Fort Wayne Line Form A Trackage Rights Addendum shall be the latter of (a) the date first above written, or (b) when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by NSR and CSXT, or (c) the completion of the construction of the connections referred to in Section 2 and the transfer of a portion of the Gary Branch from NSR to CSXT as described in the Transaction Agreement, and shall continue in effect until termination of both of the NSR and CSXT Master Trackage Rights Agreements.
2. Termination of this Amendment shall not relieve or release any party hereto from any obligations assumed or from any liability which may have arisen or been incurred by such party under the terms of this Amendment prior to termination hereof.

SECTION 4 MISCELLANEOUS PROVISIONS

Unless specifically modified by this Agreement, all terms and conditions of the CSXT Master Trackage Rights Agreement and the NSR Fort Wayne Line Form A Trackage Rights Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, in duplicate, as of the date first above written.

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

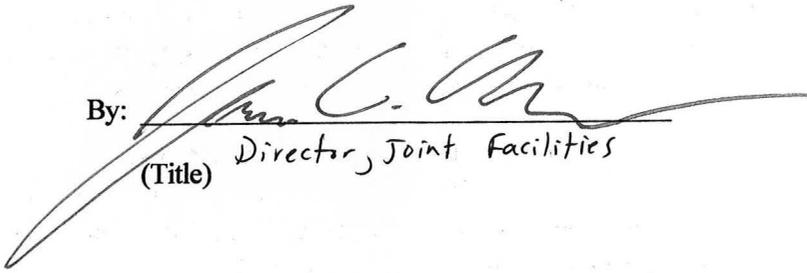
By: _____

Vice President Network & Service Management

WITNESS:

CSX TRANSPORTATION, INC.

Ann M. Craig

By:  _____

(Title) Director, Joint Facilities

**AMENDMENT TO FORM A TRACKAGE RIGHTS ADDENDUM
PORTER BRANCH TRACKAGE RIGHTS**

This Trackage Rights Amendment, entered into this 1st day of May, 2014, by and between Norfolk Southern Railway Company, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR") and CSX Transportation, Inc., a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "CSXT"), hereby constitutes an amendment to the Porter Branch addendum to the NSR Master Trackage Rights Agreement dated June 1, 1999 among the parties.

WHEREAS, on June 1, 1999, in a Form A Trackage Rights Addendum to the NSR Master Trackage Rights Agreement of even date, CSXT granted to NSR the right to operate its trains, locomotives, cars, and equipment with its own crews over the Porter Branch between the connection of the parties at Porter, Indiana, at or near Milepost QFP 240.7, and the connection of the Porter Branch with the Indiana Harbor Belt (hereinafter referred to as "IHB") operated lines at Ivanhoe, Indiana, at or near Milepost QFP 259.4; and

WHEREAS, NSR and CSXT have entered into an agreement dated May 1st, 2014 the "Transaction Agreement") to accommodate the Gary, Indiana Airport Runway Expansion Project which will result in the relocation and removal of tracks and installation of new connections between tracks including but not restricted to the CSXT Porter Branch.

NOW, THEREFORE, NSR and CSXT agree to amend the existing Porter Branch Form A Trackage Right Addendum to the June 1, 1999 Master Trackage Rights Agreement as described herein.

SECTION 1 DESCRIPTION OF CHANGES

Section 1 of the Form A Trackage Rights Addendum to the NSR Master Trackage Rights Agreement is hereby amended with the addition of the following after the existing paragraphs in the "Description":

NSR shall have the right to enter and exit the Subject Trackage at the following points: a) the new connection between CSXT's Ft. Wayne Line and CSXT's Porter Branch in the northeast quadrant at Tolleston, Indiana; b) the existing connection to the CFER leased portion of the CSXT Ft. Wayne Line in the southwest quadrant at Tolleston, IN; and c) the new connection to the NSR Gary Branch, that as indicated in the Transaction Agreement will be abandoned and reclassified as an industry track lead serving the plant of Indiana Sugars at Gary, Indiana, at or near Milepost QFP 255.4.

SECTION 2 NEW CONNECTIONS

In accordance with Section 6(b) of the NSR Master Trackage Rights Agreement, CSXT agrees to construct and maintain, subject to reimbursement for the construction by the Gary-Chicago Airport Authority, the following connections:

1. That portion of the connection between CSXT's Porter Branch, at or near Milepost QFP 255.4 and the joint NSR/CSXT right of way line at or near Milepost QFP 255.5.
2. The connection between CSXT's Porter Branch, at or near Milepost QFP 256.1, and CSXT's Ft. Wayne Line, at or near Milepost QF 442.0, in the northeast quadrant at Tolleston, IN.

SECTION 3 RESTRICTION ON USE

The parties agree that "equipment", as referenced in Section 1 of the Porter Branch Form A Trackage Rights Addendum, shall include self-propelled Maintenance-of-Way on-track equipment operated by NSR forces over the Subject Trackage.

SECTION 4 TERM AND TERMINATION

1. The effective date of this Amendment to the Porter Branch Form A Trackage Rights Addendum shall be the latter of (a) the date first above written, or (b) when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by NSR and CSXT, or (c) the completion of the construction of the connections referred to in Section 2, and shall continue in effect until termination of both of the NSR and CSXT Master Trackage Rights Agreements.

2. Termination of this Amendment shall not relieve or release any party hereto from any obligations assumed or from any liability which may have arisen or been incurred by such party under the terms of this Amendment prior to termination hereof.

SECTION 5 MISCELLANEOUS PROVISIONS

Unless specifically modified by this Agreement, all terms and conditions of the NSR Master Trackage Rights Agreement and the Porter Branch Form A Trackage Rights Addendum shall remain in full force and effect.

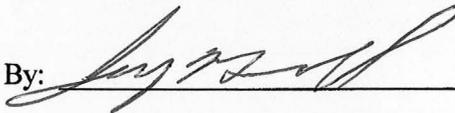
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, in duplicate, as of the date first above written.

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY



By:  _____

Vice President Network & Service Management

WITNESS:

CSX TRANSPORTATION, INC.

By: _____

Director, Joint Facilities

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, in duplicate, as of the date first above written.

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

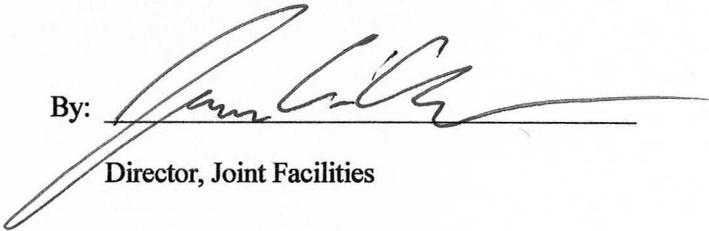
By: _____

Vice President Network & Service Management

WITNESS:

CSX TRANSPORTATION, INC.

Sean M. Craig

By:  _____

Director, Joint Facilities

**AMENDMENT TO FORM A TRACKAGE RIGHTS ADDENDUM
BALTIMORE & OHIO CHICAGO TERMINAL COMPANY TRACKAGE RIGHTS**

This Trackage Rights Amendment entered, into this 1st day of May, 2014, by and between Norfolk Southern Railway Company, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR") and Baltimore & Ohio Chicago Terminal Company (hereinafter referred to as "BOCT"), hereby constitutes an amendment to the BOCT addendum to the NSR Master Trackage Rights Agreement dated June 1, 1999, among the parties.

WHEREAS, on June 1, 1999, in a Form A Trackage Rights Addendum to the NSR Master Trackage Rights Agreement of even date, BOCT, a subsidiary of CSX Transportation, Inc. ("CSXT"), granted to NSR the right in Section 1 to operate its trains, locomotives, cars, and equipment with its own crews over the BOCT Barr Subdivision between the connection of the BOCT Barr Subdivision and NSR's Chicago Line at Pine Junction, Indiana (CP497) and the connection of the line with BOCT's McCook Subdivision at Blue Island Junction, Illinois at or near Milepost DC 14.9, as well as over other lines of BOCT ownership; and

WHEREAS, NSR, BOCT, and CSXT have entered into an agreement dated May 1st, 2014 (the "Transaction Agreement") to accommodate the Gary, Indiana Airport Runway Expansion Project which will result in the relocation and removal of tracks and installation of new connections between tracks.

NOW, THEREFORE, NSR and BOCT agree to amend the existing BOCT Form A Trackage Rights Addendum to the June 1, 1999 Master Trackage Rights Agreement as described herein.

SECTION 1 DESCRIPTION OF CHANGES

Section 1 of the Form A Trackage Rights Addendum to the Master Trackage Rights Agreement is hereby amended with the addition of the following:

(c) NSR shall have the right to enter or exit the Subject Trackage at Clarke Junction, IN, at or near BOCT's Barr Subdivision Milepost DC 0.4, to access both the NSR Fort Wayne Line on the north/west side of the Barr Subdivision and the relocated CSXT Fort Wayne Line on the south/east side of the Barr Subdivision.

SECTION 2 NEW CONNECTIONS

In accordance with Section 6(b) of the NSR Master Trackage Rights Agreement, BOCT agrees to construct and maintain, subject to reimbursement for the construction by the Gary-Chicago Airport Authority, the following connections to/from the BOCT Barr Subdivision at Clarke Junction, IN, at or near Milepost DC 0.4:

1. The connection from the NSR Fort Wayne Line on the north/west side of BOCT's Barr Subdivision to BOCT's Barr Subdivision at Clarke Junction, Indiana, at or near Milepost DC 0.4.
2. The connection from the relocated CSXT Fort Wayne Line on the south/east side of BOCT's Barr Subdivision to BOCT's Barr Subdivision at Clarke Junction, Indiana.

SECTION 3 RESTRICTION ON USE

The parties agree that "equipment", as referenced in Section 1 of the BOCT Form A Trackage Rights Addendum, shall include self-propelled Maintenance-of-Way on-track equipment operated by NSR forces over the Subject Trackage.

SECTION 4 TERM AND TERMINATION

1. The effective date of this Amendment to the BOCT Form A Trackage Rights Addendum shall be the latter of (a) the date first above written, or (b) when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by NSR, BOCT, and CSXT, or (c) the completion of the construction of the connections referred to in Section 2 and the transfer of a portion of the Gary Branch from NSR to CSXT as described in the Transaction Agreement, and shall continue in effect until termination of both of the NSR and CSXT Master Trackage Rights Agreements.
2. Termination of this Amendment shall not relieve or release any party hereto from any obligations assumed or from any liability which may have arisen or been incurred by such party under the terms of this Amendment prior to termination hereof.

SECTION 5 MISCELLANEOUS PROVISIONS

Unless specifically modified by this Agreement, all terms and conditions of the NSR Master Trackage Rights Agreement and the BOCT Form A Trackage Rights Addendum shall remain in full force and effect.

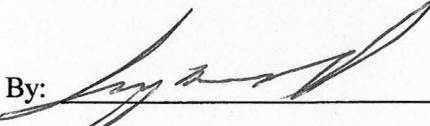
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, in duplicate, as of the date first above written.

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY



By:  _____
Vice President Network & Service Management

WITNESS:

BALTIMORE & OHIO CHICAGO TERMINAL COMPANY

By: _____
(Title)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, in duplicate, as of the date first above written.

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Vice President Network & Service Management

WITNESS:

BALTIMORE & OHIO CHICAGO TERMINAL COMPANY

Sam M. Craig

By: Paul R. Mitchell

(Title) *Vice President*

FINAL MEMORANDUM OF UNDERSTANDING
Gary-Chicago International Airport
Runway Extension Railroad Track Relocation
Gary, IN

This Final Memorandum of Understanding (“**FMOU**”) is entered into as of April 25, 2011 (the “**Effective Date**”), by and among the Gary-Chicago International Airport Authority, an “Airport Authority” as defined under Indiana Code § 8-22-3 *et seq.* (as amended), established pursuant to Ordinance 5182 of the Common Council of the City of Gary, Indiana on September 21, 1976 (“**GCIAA**”), Elgin, Joliet and Eastern Railway Company, an Illinois corporation (“**EJ&E**”), CSX Transportation, Inc., a Virginia corporation (“**CSXT**”) and Norfolk Southern Railway Company, a Virginia corporation (“**NSR**”) (each, individually, a “**Party**” and collectively, the “**Parties**”), to describe the proposed actions to be taken by the Parties to govern the implementation of the coordination between and among them with respect to (a) the transfer of various interests in real property, (b) construction or relocation of certain rail facilities and rail equipment, and (c) the grant of interests necessary for rail operations on such facilities, all as necessary to permit the construction of the Runway Expansion, as defined herein, and related projects and improvements.

RECITALS

WHEREAS, the Parties hereto have executed that certain Preliminary Memorandum of Understanding (“**PMOU**”) dated June 20, 2008, the terms and conditions of which are specifically superseded by the terms of this FMOU.

WHEREAS, the Parties desire to enter into such agreements and conduct such activities as necessary to permit the relocation of various rail lines and facilities to accommodate the expansion of GCIAA’s existing Runway 12-30 (“**Runway Expansion**”) and to preserve the operation, capacity and utility of the freight rail lines of EJ&E, CSXT and NSR in the vicinity of Gary-Chicago International Airport.

WHEREAS, the Parties acknowledge and understand that GCIAA intends to secure all funding needed to relocate the various rail lines and facilities of EJ&E, CSXT and NSR and satisfy GCIAA’s obligations to reimburse the railroads as described in this FMOU for the costs associated with all projects addressed in this FMOU. The work described herein is generally depicted on the Area Map attached hereto as **Exhibit A**.

WHEREAS, the Parties will negotiate in good faith the terms and conditions of any agreements necessary to effect the property transfers and construction of rail facilities described in this FMOU, which terms and conditions shall include, without limitation, the key business terms set forth herein (or, with respect to the financial terms herein, terms that offer equivalent value to each of the Parties) and such additional terms and conditions (including, without limitation, with respect to defaults, representations, warranties, indemnification and insurance) as are commercially reasonable; and

WHEREAS, the Parties acknowledge and understand that the agreements described in this FMOU shall be subject to (a) mutual agreement between the relevant Parties with respect to the final form and substance of each of said agreements, (b) any required authorization for the execution and delivery of said agreements, and (c) the obtaining of all necessary regulatory or other approvals for said agreements and/or the activities described therein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are by this reference hereby incorporated into this FMOU, the mutual terms, covenants, conditions and provisions contained in this FMOU, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

I. Projects

- A. The Parties contemplate that the following projects and related activities will be necessary in order to relocate railroad lines and facilities to accommodate the Runway Expansion:
1. Construction of EJ&E replacement facilities: GCIAA shall design and construct relocated trackage, signals and facilities for EJ&E, subject to EJ&E's reasonable review and approval of proposed plans (the "**EJ&E Relocation**"). The EJ&E Relocation shall provide EJ&E with a new connection between the relocated EJ&E line and CSXT's B&OCT Barr Subdivision line. Upon completion of construction of the EJ&E Relocation, GCIAA shall transfer to EJ&E the relocated facilities and certain real property interests for the land underlying the relocated facilities, as described below in Section III.A.1 of this FMOU.
 2. Construction of two (2) bridges for realigned EJ&E tracks over NSR's Gary Branch right-of-way ("**EJ&E Bridges**"): EJ&E and NSR shall enter into a replacement easement agreement for the construction of such new bridges, as described below in Section III.A.2 of this FMOU. The Parties acknowledge and agree that the EJ&E Bridges are a necessary component of the EJ&E Relocation.
 3. Construction of NSR connections over CSXT Barr Subdivision at Clarke Junction ("**CSXT Clarke Jct. Connections**"): CSXT and NSR shall enter into such agreements as are necessary, as described below in Section III.A.3 of this FMOU, to permit the design and construction of connections to permit movement of NSR's traffic over CSXT's Fort Wayne Line and B&OCT Barr Subdivision at Clarke Junction.
 4. Improvements to CSXT Fort Wayne Line ("**CSXT Fort Wayne Line Improvements**"): In order to rehabilitate CSXT's Fort Wayne Line to allow use of the existing Fort Wayne Line, CSXT and GCIAA shall modify the Preliminary Engineering Agreement between them, dated October 29, 2010, as required, and CSXT and NSR shall enter into such agreements with GCIAA and between themselves as are necessary, as described below in Section III.A.4 of this FMOU, to improve CSXT's Fort Wayne Line and provide connections between the Fort Wayne Line and, respectively, (a) NSR's Gary Branch, at a location to be determined

between Clarke Junction and the Grand Calumet River, (b) CSXT's Porter Branch between Roosevelt and Massachusetts Roads in the City of Gary, Indiana ("**City of Gary**") and (c) a new NSR Indiana Sugars Plant Lead, as described below at Section I.A.4. Additionally, if necessary, GCIAA shall enter into a reimbursement agreement with CSXT and NSR for payment by GCIAA of any costs of improving the Fort Wayne Line not already provided for in agreements between NSR and CSXT concerning the subject matter of this FMOU that are existing as of the Effective Date, which costs shall include a contribution of up to One Million Five Hundred Thousand Dollars (\$1,500,000.00) towards the cost of improving drainage at Pine Junction at which location the pre-existing drainage issues are exacerbated by the various construction projects described herein. The connection between the Fort Wayne Line and the Gary Branch will be located at a point to be determined by NSR and approved by CSXT as owner of the Fort Wayne Line and GCIAA to ensure that the connection will not interfere with the proposed future extension of Runway 2-20. Prior to completion of the 30% drawings, GCIAA will provide a description to NSR of the zone to be avoided in constructing this connection and NSR will promptly advise GCIAA whether the connection can be implemented outside this zone.

5. Construction of a new NSR Indiana Sugars Plant Lead from the CSXT Porter Branch ("**NSR Indiana Sugars Plant Lead**"): In order to maintain access to NSR's existing customers, from either of CSXT's Porter Branch or Fort Wayne Line, CSXT and NSR shall enter into such agreements as are necessary, as described below in Section III.A.5 of this FMOU, to construct the NSR Indiana Sugars Plant Lead. The Parties acknowledge and agree that the NSR Indiana Sugars Plant Lead is a necessary component of the CSXT Fort Wayne Line Improvements, and that NSR will provide confirmation of the location and configuration of the connection upon completion of the plans for that construction. Additionally, if necessary, GCIAA shall enter into a reimbursement agreement with NSR for payment by GCIAA of any costs of constructing the NSR Indiana Sugars Plant Lead, including the costs of required private property acquisitions, not already addressed in existing agreements between NSR and CSXT.
6. Disconnection of CSXT's Fort Wayne Line at Clarke Junction ("**CSXT Fort Wayne Line Disconnection**"): Upon execution by GCIAA and CSXT of a fully funded reimbursement agreement to construct (a) the CSXT Clarke Jct. Connections, (b) the CSXT Fort Wayne Line Improvements, and (c) the NSR Indiana Sugars Plant Lead, NSR and CSXT, respectively, shall provide written confirmation that NSR and CSXT, respectively, will transfer such property interests to GCIAA as are necessary to permit GCIAA to proceed with the construction of such components of the EJ&E Relocation that would sever the CSXT Fort Wayne Line in the vicinity of Clarke Junction. The Parties acknowledge and agree that the CSXT Fort Wayne Line Disconnection is a necessary component of the EJ&E Relocation; provided, however, that GCIAA shall not proceed with work in connection with the CSXT Fort Wayne Line Disconnection until the conditions described in this Section I.A.6 are satisfied.
7. Construction of a new grade separation where Airport Road will cross on a new overhead bridge over the relocated EJ&E line and the existing CSXT B&OCT Barr

Subdivision line (“**Airport Road Grade Separation**”). GCIAA shall enter into an agreement with the City of Gary for the City to vacate the existing street at the location where the relocated EJ&E line will cross and CSXT’s B&OCT Barr Subdivision line currently crosses Airport Road (formerly Industrial Highway), as described below in Section III.A.7.

- B. Project Costs.** GCIAA shall reimburse each of EJ&E, CSXT and NSR, as applicable, in accordance with the terms and conditions of the agreements the various Parties have entered into or will enter into as contemplated in this FMOU; provided, however, that the costs of any improvements included in any of the above-described projects that are provided for in any agreement existing as of the Effective Date shall be paid as set forth in such agreement. No work shall be done that causes the current CSXT Fort Wayne Line Disconnection to occur until such time, as soon as practicable upon confirmation of the availability of funds, as GCIAA enters into an fully funded agreement with the applicable Parties hereto for completion of the entire list of Projects described in Sections I.A.1 – 7, above, for the costs incurred in implementing the Projects described in this FMOU.

II. Transfers of Property Interests or Agreements for Use of Right-of-Way

- A.** The Parties anticipate that the following transfers of real property interests or agreements for use of rights-of-way, as set forth in the agreements described below in Article III of this FMOU, will be required in order to relocate railroad lines and facilities to accommodate the Runway Expansion and to construct the Runway Expansion. The contemplated transactions are listed below according to the project to which they relate:

1. Runway Expansion:

- a. Transfer of all of EJ&E’s interest, subject to any easements or other encumbrances to be retained by EJ&E as EJ&E and GCIAA may agree, in certain property from EJ&E to GCIAA upon completion of the EJ&E Relocation.

2. EJ&E Relocation:

- a. As EJ&E shall elect, the transfer by GCIAA to EJ&E upon completion of the EJ&E Relocation of either (a) fee title to the real property or (b) an easement thereon, on which GCIAA will have constructed the relocated EJ&E facilities.
- b. As necessary, agreement between the City of Gary and GCIAA and/or EJ&E and/or CSXT for the Airport Road Grade Separation (see also Section I.A.7 below).
- c. Acquisition by GCIAA of a portion of CSXT’s Fort Wayne Line for the purpose of construction of that portion of the EJ&E Relocation that will lead to implementation of the Fort Wayne Line Disconnection.

3. EJ&E Bridges:
 - a. Grant of new easement to GCIAA, for subsequent assignment to EJ&E, or amendment of existing easement, as EJ&E and NSR shall agree, for construction and use of the EJ&E Bridges over NSR's Gary Branch right-of-way;
 - b. Grant of property rights as necessary from NSR to CSX to address EJ&E Bridges.

4. CSXT Clarke Jct. Connections:
 - a. As necessary, modification of existing trackage rights or joint use agreement between NSR and CSXT to permit NSR to provide service over CSXT's right-of-way.

5. CSXT Fort Wayne Line Improvements:
 - a. As necessary, acquisition by GCIAA of property rights to accommodate construction of a connection between the CSXT Fort Wayne Line and NSR's Gary Branch.
 - b. As necessary, modification of existing trackage rights or joint use agreement between NSR and CSXT.
 - c. Acquisition by GCIAA of other property rights to accommodate construction of the Fort Wayne Line Improvements.

6. NSR Indiana Sugars Plant Lead:
 - a. Agreement between CSXT and NSR for use of facilities on and adjacent to (as necessary) the CSXT Porter Branch to construct the new Indiana Sugars Plant Lead.
 - b. Agreement with Conrail for use of the right-of-way on the Dunes Park Branch.
 - c. Agreements with two (2) private property owners for acquisition of interests in property between the Dunes Park Branch and the Indiana Sugars Plant.

7. Airport Road Grade Separation:
 - a. Easement from the City of Gary to GCIAA for construction of the relocated EJ&E facilities on and crossing of City right-of-way.
 - b. Transfer of easement from GCIAA to EJ&E at closing as described in the Purchase and Sale Agreement dated November 1, 2010 between EJ&E and GCIAA, as such agreement may be amended from time to time, upon completion of construction of the relocated EJ&E facilities.
 - c. Easement from EJ&E and CSXT to the City of Gary for the Airport Road bridge to be constructed over the relocated EJ&E line and the existing CSXT B&OCT Barr Subdivision line.
 - d. Agreement with the City of Gary (or such other public entity as required) for vacation of existing at-grade crossing at Airport Road.

8. Vacation of Chicago Avenue

- a. Transfer of such property interests from the City of Gary as may be required over the section of Chicago Avenue on which the relocated EJ&E facilities will be constructed.

III. Agreements

- A. The Parties agree to negotiate in good faith such agreements as are required to (a) effect the property transfers and grants of other real property interests necessary to relocate rail facilities and equipment to accommodate the Runway Expansion, and (b) establish the rights and obligations necessary for freight rail operations upon completion of the various projects contemplated by this FMOU. The Parties agree that, as of the Effective Date, such agreements shall consist of the following, and that the Parties shall enter into any additional agreements necessary to achieve completion of the rail relocation and improvement projects related to the Runway Expansion as contemplated in this FMOU. Upon completion and execution of each of the agreements described herein, the Parties to that agreement shall provide an executed copy thereof to GCIAA and to its counsel (Patrick Lyp, Esq., Blachly, Tabor, Bozik & Hartman, LLC, 56 South Washington Street, Suite 401, Valparaiso, IN 46383) promptly upon execution. The contemplated agreements are listed below according to the project to which they relate:

1. EJ&E Relocation:

- a. Purchase and Sale Agreement dated November 1, 2010, by and between EJ&E and GCIAA, as such agreement may be amended from time to time, subject to any easements or other encumbrances to be retained by EJ&E as EJ&E and GCIAA have agreed therein, for conveyance by EJ&E of its rights in that portion of EJ&E's existing right-of-way to be relinquished by EJ&E (and for which GCIAA will perform the EJ&E Relocation on other property);
- b. Design, engineering and construction agreement by and between GCIAA and EJ&E for the design and construction of the EJ&E Relocation;
- c. Purchase and Sale Agreement dated November 1, 2010 by and between GCIAA and EJ&E, as such agreement may be amended from time to time, for the transfer by GCIAA to EJ&E upon completion of the EJ&E Relocation, as EJ&E shall elect, of either (a) fee title to the real property or (b) an easement thereon, on which GCIAA will have constructed the EJ&E relocated facilities;
- d. Design, engineering and construction agreement by and between CSXT and GCIAA for the design and construction of the connection between EJ&E's relocated line and CSXT's B&OCT Barr Subdivision line;
- e. As necessary, temporary construction easement from CSXT to GCIAA to permit GCIAA to construct the relocated EJ&E facilities;
- f. Reimbursement Agreement by and between GCIAA and CSXT for CSXT's costs in connection with construction of the new connection between EJ&E's relocated line and CSXT's B&OCT Barr Subdivision line;

- g. Interlocking agreement between CSXT and EJ&E for the maintenance and operation of the connection between EJ&E's relocated line and CSXT's B&OCT Barr Subdivision line.
 - h. A license agreement between EJ&E and GCIAA for GCIAA's construction, maintenance and use of a box culvert for drainage of runoff water from Cline Avenue.
2. EJ&E Bridges:
- a. As EJ&E and NSR shall elect, either (a) amendment of the existing easement agreement by and between EJ&E and NSR or (b) execution of a new easement agreement, to address the EJ&E Bridges;
 - b. Construction and access agreement by and between NSR and GCIAA, to permit construction of the EJ&E Bridges and demolition of the old bridge;
 - c. Transfer of easement from NSR to CSXT to address EJ&E Bridges upon conveyance of property from NSR to CSXT.
3. CSXT Clarke Jct. Connections:
- a. Design and construction agreement by and between CSXT and NSR for construction of crossovers and associated upgrade work;
 - b. As necessary, modification of existing trackage rights or joint use agreement between NSR and CSXT to permit NSR to provide service over CSXT's right-of-way.
4. CSXT Fort Wayne Line Improvements:
- a. Design and construction agreement by and between CSXT and NSR for Fort Wayne Line Improvements, which must include the requirement that GCIAA approve the location of the connection between the CSXT Fort Wayne Line and NSR's Gary Branch to ensure that it will not interfere with the proposed future extension of Runway 2-20 to 5000 feet;
 - b. Reimbursement agreement by and among CSXT, NSR and GCIAA for GCIAA payment of costs of constructing the CSXT Fort Wayne Line Improvements, which costs shall include a contribution up to the amount set forth in Section I.A.4 above towards the cost of improving drainage at Pine Junction at which location pre-existing drainage issues will be exacerbated by the various construction projects described herein;
 - c. As necessary, modification of existing trackage rights or joint use agreement between NSR and CSXT.
5. NSR Indiana Sugars Plant Lead:
- a. NSR intends to obtain an easement or other property interest from Conrail for a portion of Conrail's Dune Park Line Embankment, which NSR must cross to reach the Indiana Sugars Plant from Porter Branch;

- b. Design and construction agreement by and between CSXT and NSR for connection of NSR Indiana Sugars Plant Lead to CSXT Fort Wayne Line;
 - c. As necessary, modification of existing trackage rights or joint use agreement between NSR and CSXT.
6. CSXT Fort Wayne Line Disconnection: The Parties anticipate that the terms and conditions governing all work, reimbursement and operations required to complete the CSXT Fort Wayne Line Disconnection will be described in the agreements set forth above in this Section III. However, the Parties acknowledge and agree that all agreements relating to the CSXT Fort Wayne Line Disconnection shall provide that GCIAA may not commence work in connection with the CSXT Fort Wayne Line Disconnection until the conditions set forth at Section I.A.6 above have been satisfied.
7. Airport Road Grade Separation:
- a. Easement Agreement between GCIAA and the City of Gary for construction and crossing of the City's right-of-way;
 - b. Transfer of easement from GCIAA to EJ&E;
 - c. Agreement between GCIAA and the City of Gary for the vacation of Airport Road (formerly Industrial Highway) by the City of Gary at the location where CSXT's B&OCT Barr Subdivision line currently crosses, and where the relocated EJ&E line would cross, Airport Road;
 - d. Easement Agreement between and/or among CSXT, GCIAA (with rights to be assigned to EJ&E) and the City of Gary for the new overhead highway bridge.
8. Vacation of Chicago Avenue
- a. Agreement between GCIAA and the City of Gary for the vacation of Chicago Avenue by the City of Gary.

B. Utility Agreements: The Parties shall negotiate all agreements, assignments and easements as necessary or permitted by existing agreements to provide for utilities during and following the relocation and transfer of right-of-way property.

IV. Subject to Approvals: The agreements described in this FMOU will be subject to all applicable governmental and other public approvals including, without limitation, approval by the Surface Transportation Board ("STB") and other federal, state and local regulatory bodies and the governing body of GCIAA and of the board of directors of each railroad as necessary.

This FMOU may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this FMOU as of the date set forth above.

GARY/CHICAGO INTERNATIONAL AIRPORT AUTHORITY

By: Nathaniel T. Williams

Nathaniel T. Williams
President

Date: _____

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By: _____

Paul E. Ladue
Region Director Contracts & Administration

Date: _____

CSX TRANSPORTATION, INC.

By: _____

Date: _____

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this FMOU as of the date set forth above.

GARY/CHICAGO INTERNATIONAL AIRPORT AUTHORITY

By: _____

Nathaniel T. Williams
President

Date: _____

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By: Paul E. Ladue

Paul E. Ladue
Region Director Contracts & Administration

Date: 4/27/2011

CSX TRANSPORTATION, INC.

By: _____

Date: _____

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this FMOU as of the date set forth above.

GARY/CHICAGO INTERNATIONAL AIRPORT AUTHORITY

By: _____

Nathaniel T. Williams
President

Date: _____

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By: _____

Paul E. Ladue
Region Director Contracts & Administration

Date: _____

CSX TRANSPORTATION, INC

By: _____

S.A. Potter
AVP - Network Planning

Date: _____

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this FMOU as of the date set forth above.

GARY/CHICAGO INTERNATIONAL AIRPORT AUTHORITY

By: _____

Nathaniel T. Williams
President

Date: _____

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By: _____

Paul E. Ladue
Region Director Contracts & Administration

Date: _____

CSX TRANSPORTATION, INC.

By: _____

Date: _____

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

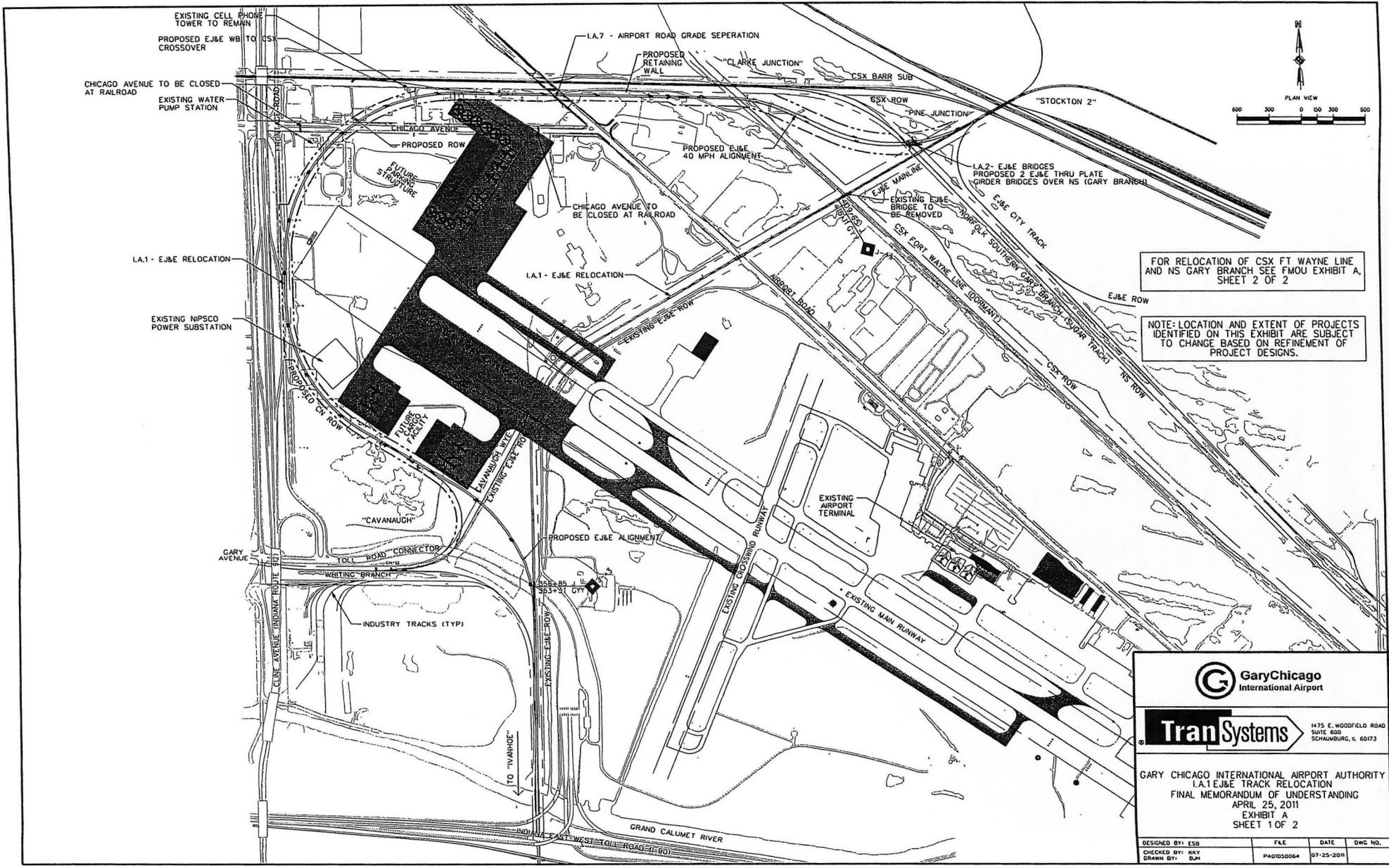
(Signature)
Mark D. Manion
VP-OPERATIONS

Date: 5/9/11

EXHIBIT A

AREA MAP

[Attached hereto]



FOR RELOCATION OF CSX FT WAYNE LINE AND NS GARY BRANCH SEE FMOU EXHIBIT A, SHEET 2 OF 2

NOTE: LOCATION AND EXTENT OF PROJECTS IDENTIFIED ON THIS EXHIBIT ARE SUBJECT TO CHANGE BASED ON REFINEMENT OF PROJECT DESIGNS.



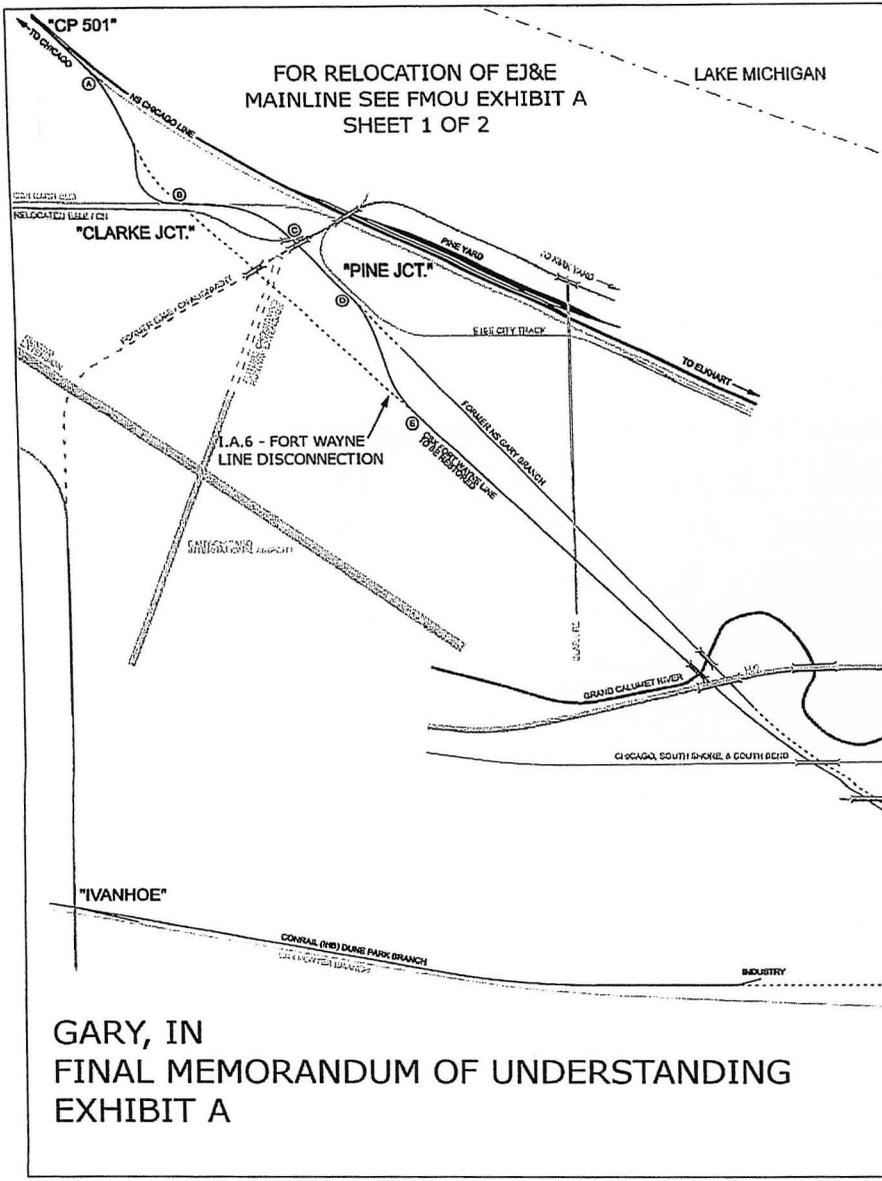
GaryChicago
International Airport



1475 E. WOODFIELD ROAD
SUITE 600
SCHNAPBURG, IL 60173

GARY CHICAGO INTERNATIONAL AIRPORT AUTHORITY
I.A.1 E&J.E TRACK RELOCATION
FINAL MEMORANDUM OF UNDERSTANDING
APRIL 25, 2011
EXHIBIT A
SHEET 1 OF 2

DESIGNED BY: ESR	FILE	DATE	DWG NO.
CHECKED BY: HKY	P401030064	07-25-2011	
DRAWN BY: EJM			



SEGMENT / POINT	DESCRIPTION OF WORK
A TO B	RECONFIGURE NS CONNECTION FROM CP 501 TO CLARKE JCT. - I.A.4 - CSXT FORT WAYNE LINE IMPROVEMENTS
B	CONSTRUCT CROSSOVERS ON CSX AT CLARKE JCT. - I.A.3 - CSXT CLARKE JCT. CONNECTIONS
B TO D	UPGRADE NS GARY BRANCH - I.A.4 - CSXT FORT WAYNE LINE IMPROVEMENTS
C	CONSTRUCT NEW EJ&E/CN OVERHEAD BRIDGE - I.A.2 - EJ&E BRIDGES
D TO E	CONSTRUCT NEW ALIGNMENT BETWEEN NS GARY BRANCH AND CSX FORT WAYNE LINE - I.A.4 - CSXT FORT WAYNE LINE IMPROVEMENTS
E TO F	REHABILITATE CSX FORT WAYNE LINE - I.A.4 - CSXT FORT WAYNE LINE IMPROVEMENTS
F	INSTALL DIAMOND, CONSTRUCT CONNECTION TRACK IN NORTHEAST QUADRANT - I.A.4 - CONNECTION TRACK ONLY INCLUDED IN CSXT FORT WAYNE LINE IMPROVEMENTS
G	INSTALL No. 10 TURNOUT TO SUGARS PLANT LEAD
G TO H	CONSTRUCT SUGARS PLANT LEAD

LEGEND

- NS _____
- CSX _____
- CONRAIL _____
- CN / EJ&E _____
- CF&E _____
- CSS&SB _____
- PROPOSED GARY BRANCH _____

NOTE: LOCATION AND EXTENT OF PROJECTS IDENTIFIED ON THIS EXHIBIT A ARE SUBJECT TO CHANGE BASED ON REFINEMENT OF PROJECT DESIGNS.

GARY, IN FINAL MEMORANDUM OF UNDERSTANDING EXHIBIT A

PROPOSED RELOCATION OF
NS GARY BRANCH AND CSX
FORT WAYNE LINE

7-25-2011 / BJH

VERIFICATION

State of Florida)
)ss
County of Duval)

I, James C. Allan, being duly sworn, depose and state that I am Director Network Planning of CSX Transportation, Inc., that I am authorized to make this verification, and that I have read the foregoing Notice of Exemption, and know the facts asserted therein are true and accurate to the best of my knowledge.

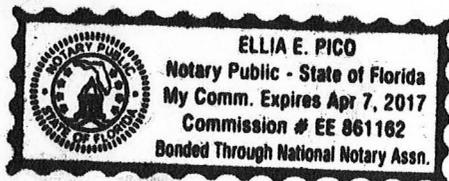

James C. Allan

Subscribed and sworn to before me this ___th day of May 2014.



Notary Public

My Commission expires: 4/7/2017



VERIFICATION

State of Florida)
)ss
County of Duval)

I, Paul R. Hitchcock, being duly sworn, depose and state that I am Vice President of The Baltimore & Ohio Chicago Terminal Company, that I am authorized to make this verification, and that I have read the foregoing Notice of Exemption, and know the facts asserted therein are true and accurate to the best of my knowledge.

Paul R. Hitchcock
Paul R. Hitchcock

Subscribed and sworn to before me this 1st day of May 2014.

Notary Public

My Commission expires: 4/7/2017

