

LAW OFFICES OF
LOUIS E. GITOMER

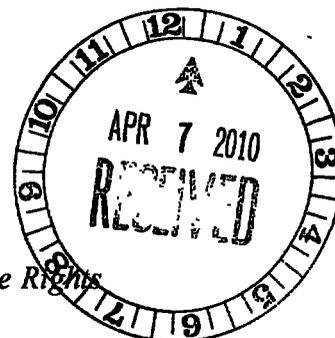
LOUIS E. GITOMER
LOU_GITOMER@VERIZON.NET

THE ADAMS BUILDING, SUITE 301
600 BALTIMORE AVENUE
TOWSON, MARYLAND 21204-4022
(202) 466-6532
FAX (410) 332-0885

April 7, 2010

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

226767



Re: Finance Docket No. 35368, *CSX Transportation, Inc. – Trackage Rights Exemption – Carolina Coastal Railway, Inc.*

Dear Ms. Brown:

Enclosed are the original and 10 copies of the Notice of Exemption, a diskette containing a WORD and pdf version of the Notice, and a check in the amount of \$1,200 is to cover the filing fee.

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

Sincerely,

A handwritten signature in black ink, appearing to be "L. Gitomer".

Louis E. Gitomer

Enclosures

ENTERED
Office of Proceedings

APR 07 2010

Part of
Public Record

FEE RECEIVED
APR 07 2010
SURFACE
TRANSPORTATION BOARD

FILED

APR 07 2010

SURFACE
TRANSPORTATION BOARD

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 35368

CSX TRANSPORTATION, INC.
—TRACKAGE RIGHTS EXEMPTION—
CAROLINA COASTAL RAILWAY, INC.

VERIFIED NOTICE OF EXEMPTION

Peter J. Shudtz, Esq.
Steven C. Armbrust, Esq.
CSX Transportation, Inc.
500 Water Street J-150
Jacksonville, FL 32202
(904) 359-1229

Louis E. Gitomer, Esq.
Melanie B. Yasbin, Esq.
Law Offices of Louis E. Gitomer, LLC
600 Baltimore Avenue, Suite 301
Towson, MD 21204
(410) 296-2250

Counsel for CSX Transportation, Inc.

Dated: April 7, 2010

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

FINANCE DOCKET NO. 35368

**CSX TRANSPORTATION, INC.
—TRACKAGE RIGHTS EXEMPTION—
CAROLINA COASTAL RAILWAY, INC.**

VERIFIED NOTICE OF EXEMPTION

CSX Transportation, Inc. (“CSXT”) submits this Verified Notice of Exemption pursuant to the class exemption at 49 C.F.R. §1180.2(d)(7) for overhead trackage rights over the rail line of Carolina Coastal Railway, Inc. (“CLNA”): (1) between CSXT’s connection with CLNA in the southwest quadrant of the rail crossing between CSXT and CLNA at NS line milepost 148.1 (the “CLNA Crossing”) and NS line milepost 132.0 at Norfolk Southern Railway Company’s (“NSR”) Chocowinity yard limit board, a distance of approximately 16.1 miles (the “Line”); and (2) 558 feet of a connecting track in the northeast quadrant of the CSXT and CLNA Crossing, on CLNA’s right-of-way, once the track is completed and accepted for service (collectively “Trackage Rights”). The parties have entered a written agreement and supplemental written agreement for the Trackage Rights (Exhibit B), which are not sought as a responsive application in a rail consolidation proceeding.

Pursuant to the Surface Transportation Board’s (the “Board”) regulations at 49 C.F.R. §1180.4(g), CSXT submits the following information:

Section 1180.6 Supporting Information

(a)(1)(i) Description of Proposed Transaction

CSXT is acquiring overhead trackage rights over the rail line of CLNA: (1) between CSXT's connection with CLNA in the southwest quadrant of the crossing at NS line milepost 148.1 and NS line milepost 132.0 at the NSR Chocowinity yard limit board, a distance of approximately 16.1 miles; and (2) 558 feet of a connecting track in the northeast quadrant of the CSXT and CLNA Crossing, on CLNA's right-of-way, once the track is completed and accepted for service.

The carriers involved in this transaction and their business addresses are:

CSX Transportation, Inc.
500 Water Street J-150
Jacksonville, FL 32202

Carolina Coastal Railway, Inc.
116 N. Bellevue Ave.
Suite 206
Langhorne, PA 19047

Questions and correspondence concerning this notice may be addressed to:

Steven C. Armbrust, Esq.
CSX Transportation, Inc.
500 Water Street J-150
Jacksonville, FL 32202
(904) 359-1229
Steven_Armbrust@csx.com

Louis E. Gitomer, Esq.
Law Offices of Louis E. Gitomer, LLC
600 Baltimore Avenue, Suite 301
Towson, MD 21204
(401) 296-2250
Lou_Gitomer@verizon.net

(a)(1)(ii) Consummation Date.

The transaction is scheduled to be consummated on May 7, 2010.

(a)(1)(iii) Purpose Sought to be Accomplished.

CSXT currently has trackage rights over NSR's line between Greenville and Lee Creek, NC ("CSXT trackage rights line").¹ In 2007, NSR leased to CLNA its line from Greenville to Chocowinity, NC, which is a segment of the CSXT trackage rights line.² The purpose of the Trackage Rights is to allow CSXT to continue to use the Line.

CSXT and CLNA entered into a trackage rights agreement in June 2007 governing the use of the Line, with the understanding that the North Carolina Department of Transportation, Rail Division's ("NCDOT") planned to reconfigure trackage in the vicinity of Greenville, NC, including the area around the Line ("June 2007 Agreement"). CSXT and CLNA recognized that depending on what NCDOT did, the June 2007 Agreement would need to be substantially modified. On January 14, 2010, CSXT and CLNA entered into a supplemental trackage rights agreement because of NCDOT's track reconfiguration ("Supplemental Agreement"). A new connection track is being constructed in the northeast quadrant of the CLNA and CSXT crossing. The Supplemental Agreement altered the track subject to the June 2007 Agreement by including 558 feet of the connection track, once completed and accepted for service, on CLNA's right-of-way, for purposes of CSXT entering and exiting the track. CSXT now seeks trackage rights authority over the Line pursuant to the June 2007 Agreement as amended by the Supplemental Agreement to allow CSXT to use the Trackage Rights in accordance with NCDOT's track reconfiguration plans.

¹ *Seaboard Coast Line Railroad Company—Trackage Rights—Over Norfolk Southern Railway between Greenville and Lee Creek in Pitt and Beaufort Counties, NC*, ICC Finance Docket No. 28325 (ICC served Feb. 28, 1977).

² *Carolina Coastal Railway, Inc. —Lease and Operation Exemption—Norfolk Southern Railway Company*, STB Finance Docket No. 35034, (STB served June 6, 2007).

(a)(5) List of States in which the Party's Property is Situated.

CLNA operates about 159 miles of railroad in North Carolina.

CSXT owns and operates about 21,000 miles of railroad in the States of Alabama, Connecticut, 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, Delaware, and the Canadian Provinces of Ontario and Québec.

The overhead trackage rights are located in North Carolina.

(a)(6) Map.

A map illustrating the involved trackage rights is attached as Exhibit A, which is in color and at the end of this pleading.

(a)(7)(ii) Agreement.

A copy of the redacted June 2007 Agreement and the Supplemental Agreement are attached as Exhibit B. Unredacted copies of the June 2007 Agreement and the Supplemental Agreement has been filed under seal.

Labor Protection.

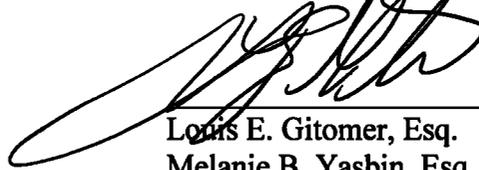
Any employees of CSXT or CLNA who are adversely affected by the acquisition of the overhead trackage rights that are the subject of this Notice are entitled to protection under the conditions imposed in *Norfolk and Western Railway Ry. Co.—Trackage Rights—BN*, 354 I.C.C. 605 (1978), as modified by *Mendocino Coast Ry., Inc. —Lease and Operate*, 360 I.C.C. 653 (1980).

Environmental and Historic Matters.

Environmental and historic impacts associated with trackage rights transactions generally

are considered to be insignificant. Therefore, environmental and historical reports and documentation normally need not be submitted for this type of transaction, pursuant to 49 C.F.R. § 1105.6(c)(4) and § 1105.8(b)(3).

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'L. Gitomer', is written over a horizontal line. The signature is stylized and cursive.

Peter J. Shudtz, Esq.
Steven C. Armbrust, Esq.
CSX Transportation, Inc.
500 Water Street J-150
Jacksonville, FL 32202
(904) 359-1229

Louis E. Gitomer, Esq.
Melanie B. Yasbin, Esq.
Law Offices of Louis E. Gitomer, LLC
600 Baltimore Avenue, Suite 301
Towson, MD 21204
(410) 296-2250

Counsel for CSX Transportation, Inc.

Dated: April 7, 2010

EXHIBIT A - MAP

See end of pleading

EXHIBIT B - AGREEMENT

TRACKAGE RIGHTS AGREEMENT
Between
CAROLINA COASTAL RAILWAY, INC.
And
CSX TRANSPORTATION, INC.

THIS AGREEMENT, entered into as of this 30th day of June, 2007, by and between **CAROLINA COASTAL RAILWAY, INC.**, a Virginia corporation (hereinafter referred to as "Owner"), and **CSX TRANSPORTATION, INC.**, a Virginia corporation (hereinafter referred to as "User");

WITNESSETH:

WHEREAS, User currently enjoys trackage rights over lines of Norfolk Southern Railway Company (NSR) between Greenville and Lee Creek, NC in accordance with the provisions of Trackage Rights Agreement dated January 10, 1977 and supplemented ("TRA"); and;

WHEREAS, Owner is acquiring from NSR by lease, NSR's line of railroad between Greenville and Chocowinity, NC, which line segment is included in the TRA; and

WHEREAS, Owner and User desire to enter into a new trackage rights agreement between them to govern User's movements over the line segment to be leased by Owner from NSR.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1. GRANT OF TRACKAGE RIGHTS

Subject to the terms and conditions herein provided, Owner hereby grants to User the right to operate its trains (locomotives or cars) with its own crews (hereinafter referred to as the "Trackage Rights") over Owner's railroad between the connection of User with Owner in the southeast quadrant of the rail crossing of Owner and User at Owner's NS Line Milepost (MP) 148.1 approximately, and Owner's NS Line MP 132.0 at NSR's Chocowinity yard limit board, a distance of approximately 16.1 miles, as shown on the plan attached hereto, made a part hereof and marked Exhibit "I" (hereinafter referred to as the "Subject Trackage"):

The parties acknowledge the existence of a plan on the part of North Carolina Department of Transportation, Rail Division ("NCDOT") to perform certain reconfigurations of trackage in the vicinity of Greenville during the term of this Agreement. In the event such reconfiguration alters User's method of entering and exiting the Subject Trackage in Greenville,

the aforesaid definition of the Subject Trackage shall be amended to correspond to the resulting change of entry and exit.

ARTICLE 2. USE OF SUBJECT TRACKAGE

- A. User's use of the Subject Trackage shall be in common with Owner and any other user of the Subject Trackage, and Owner's right to use the Subject Trackage shall not be diminished by this Agreement. Owner shall retain the exclusive right to grant to other persons rights of any nature in the Subject Trackage.
- B. Except as may otherwise be provided by this Agreement, User shall not use any part of the Subject Trackage for the purpose of switching, storage or servicing cars or the making or breaking up of trains, except that nothing contained herein shall, upon prior approval of Owner, preclude the emergency use by User of such auxiliary tracks as may be designated by Owner for such purposes.
- C. Owner shall have exclusive control of the management and operation of the Subject Trackage. User shall not have any claim against Owner for liability account of loss or damage of any kind in the event the use of the Subject Trackage by User is interrupted or delayed at any time from any cause.

ARTICLE 3. RESTRICTION ON USE

The Trackage Rights herein granted are granted for the sole purpose of User handling through freight traffic of User originating at or destined to phosphate mines and plants on NSR's Lee Creek Branch, and User shall not use the Subject Trackage for handling traffic originating at or destined to any point located on the Subject Trackage. The foregoing notwithstanding, Owner and User acknowledge that they may in the normal course of business, use a portion of the Subject Trackage in the vicinity of MP NS 148.1 for the conduct of interchange between them.

ARTICLE 4. MISCELLANEOUS SPECIAL PROVISIONS

- A. When operating over the Subject Trackage, User's locomotives and crews shall be equipped to communicate with Owner on radio frequencies normally used by Owner in directing train movements on the Subject Trackage. In regard to the direction of train movements on the Subject Trackage, User's crews shall comply with special instructions issued by Owner and posted at User's crew base in Greenville or such other location as the parties may from time to time mutually agree upon.
- B. User shall use reasonable efforts to operate within the time windows mutually agreed upon by User, Owner and NSR. Any revisions to the agreed upon windows must be mutually acceptable to User, Owner and NSR.

- C. Procedures for qualification and occupancy of the Subject Trackage shall be arranged by the local supervision of each carrier. All control and usage shall be subject to the approval of Owner's representative or his designee.

ARTICLE 5. COMPENSATION

- A. The factor to be used in calculating payments to be made by User for the Trackage Rights covered by this Agreement shall be _____ per car mile (hereinafter referred to as the "Current Charge").
- B. User shall pay Owner a sum computed by multiplying: (i) the Current Charge, as may be revised in accordance with Article 6 by (ii) the number of cars (loaded and empty), locomotive and EOT units moved by User with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and EOT, for the purpose of this Agreement shall be counted as one car.
- C. Owner shall on or about the tenth day of each month render billing to User for User's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Agreement.
- D. User shall furnish Owner information concerning all loaded and empty cars in Electronic Data Interchange (EDI) transmission between the carriers. This procedure shall be required at the time the Association of American Railroads (AAR) defines the standard reporting procedures for trackage rights carriers. The carriers shall determine the minimal data requirements.

ARTICLE 6. REVISION OF CURRENT CHARGE

- A. The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.
- B. The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July 2007 to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the Annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads (hereinafter referred to as "AAR"). In making such determination, the final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by calculating the percent of increase or decrease in the index of the latest calendar year (2006 Index for the first annual adjustment) as related to the index for the previous calendar year (2005 Index for the first annual adjustment) and applying that percent to the Current Charge.

- C. By way of example, assuming "A" to be the "Material prices, wage rates and supplements combined (excluding fuel)" final index figure for 2005; "B" to be the "Material prices, wage rates and supplements combined (excluding fuel)" final index figure for 2006; "C" to be the Current Charge; and "D" to be the percent of increase or decrease; the revised Current Charge stated herein would be revised by the following formula:

$$(1) \frac{B - A}{A} = D$$

$$(2) (D \times C) + C = \text{revised Current Charge, effective July 1 of the year being revised.}$$

- D. In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977, appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration as provided hereinafter.
- E. At the option of either party hereto, the compensation provided for in this Agreement shall be open for renegotiation every five (5) years from the Commencement Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Agreement, and the parties shall continue to be bound by the terms of compensation provided in this Agreement until the matter is settled or submitted to binding arbitration.

ARTICLE 7. PAYMENT OF BILLS

- A. All payments called for under this Agreement shall be made by User within thirty (30) days after receipt of bills therefor. No payments shall be withheld because of any dispute as to the correctness of items in the bills rendered, and any discrepancies reconciled between the parties hereto shall be adjusted in the accounts of a subsequent month. The records of each party hereto, insofar as they pertain to matters covered by this Agreement, shall be open at all reasonable times to inspection by the other party for a period of three (3) years from the date of billing.
- B. Bills rendered pursuant to the provisions of this Agreement, other than those set forth in Article 5, shall include direct labor and material costs, together with the surcharges, overhead percentages and equipment rentals as specified by Owner at the time any work is performed by Owner for User.

ARTICLE 8. MAINTENANCE OF SUBJECT TRACKAGE

- A. Owner shall maintain, repair and renew the Subject Trackage with its own supervision and labor. Owner shall keep and maintain the Subject Trackage in FRA Class II condition, but Owner does not guarantee the condition of the Subject Trackage or that operations thereover shall not be interrupted. Owner shall take all reasonable steps to ensure that any interruptions shall be kept to a minimum. Furthermore, except as may be otherwise provided in Article 14, User shall not by reason of failure or neglect on the part of Owner to maintain, repair or renew the Subject Trackage, have or make any claim or demand against Owner or its parent corporation, subsidiaries or affiliates, or their respective directors, officers, agents or employees for any injury to or death of any person or persons whomsoever, or for any damage to or loss or destruction of any property whatsoever, or for any damages of any nature suffered by User resulting from any such failure or neglect.
- B. Owner shall perform, at the expense of User, such additional maintenance as User may reasonably require or request.

ARTICLE 9. INSURANCE

- A. During the term of this Agreement Owner agrees to procure and maintain at its sole cost and expense railroad operating and liability insurance, hereinafter called "Insurance", naming Owner as the insured and covering the liability assumed by it and its agents under the terms of this Agreement and by virtue of Owner's usage of the Subject Trackage. User shall be listed as an additional insured. The Insurance shall include liability for foreign rolling stock and cargo in the care, custody or control of User and contain a contractual liability endorsement that shall specifically grant coverage for all liability assumed under this Agreement. The Insurance shall be in an amount not less than Five Million Dollars (\$5,000,000) combined single limit for personal injury and property damage per occurrence.
- B. The Insurance shall contain provisions obligating the insurer to provide User with notice of cancellation, material modification or non-renewal at least thirty (30) days prior to the effective date thereof.
- C. The Insurance shall be evidenced by a current certificate of insurance, naming User as an additional insured, and addressed to User (Insurance Department C907; CSX Transportation, Inc.; 500 Water Street; Jacksonville, FL 32202) which certificate shall be subject to the prior approval of User's Insurance Department. All of the required endorsements and notice provisions shall be stated on the certificate of insurance that is provided to User. User shall subsequently furnish annual renewal certificates of insurance to User's Insurance Department.
- D. Owner shall provide User's Insurance Department notice of any claim and any other correspondence dealing with insurance and insurance matters.

- E. User has provided Owner with a written declaration of User's coverage arrangements.

ARTICLE 10. CONSTRUCTION AND MAINTENANCE OF NEW CONNECTIONS

- A. Existing connections or facilities that are jointly used by the parties hereto shall continue to be maintained, repaired and renewed by and at the expense of the party or parties responsible for such maintenance, repair and renewal under such agreements.
- B. Any additional connections to the Subject Trackage which may be required shall be subject to the Owner's approval (including design) and shall be constructed, maintained, repaired and renewed as follows:
- (i). User or others shall furnish all labor and material and shall construct, maintain, repair and renew at its sole cost and expense such portions of the tracks located on the right-of-way of User or others which connect the respective lines of the parties hereto.
 - (ii). Owner shall furnish all labor and material and shall construct, maintain, repair and renew at the sole cost and expense of User such portions of the additional tracks located on the right-of-way of Owner which connect the respective lines of the parties hereto. Upon termination of this Agreement, Owner may at its option remove the portion of such trackage and appurtenances as may be located on property of Owner, at the sole cost and expense of User. The salvage material removed shall be released to User or, as otherwise agreed upon, Owner shall credit User the current fair market value for said salvage.

ARTICLE 11. ADDITIONS, RETIREMENTS AND ALTERATIONS

- A. Owner, from time to time and at its sole cost and expense, may make changes in, additions and betterments to or retirements from the Subject Trackage as shall, in its judgment, be necessary or desirable for the economical or safe operation thereof or as shall be required by any law, rule, regulation, or ordinance promulgated by any governmental body having jurisdiction. Such additions and betterments shall become a part of the Subject Trackage and such retirements shall be excluded from the Subject Trackage.
- B. If the parties agree that changes in or additions and betterments to the Subject Trackage, including changes in communication or signal facilities, are required to accommodate User's operations beyond that required by Owner to accommodate its operations, Owner shall construct the additional or altered facilities and User shall pay to Owner the cost thereof, including the annual expense of maintaining, repairing and renewing such additional or altered facilities.

ARTICLE 12. MANAGEMENT AND OPERATIONS

- A. User shall comply with the provisions of the Federal Locomotive Inspection Act and the Federal Safety Appliance Act, as amended, and any other federal and state and local laws, regulations and rules respecting the operation, condition, inspection and safety of its trains (locomotives and cars) while such trains, locomotives, cars, and equipment are being operated over the Subject Trackage. User shall indemnify, protect, defend, and save harmless Owner and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents and employees from and against all fines, penalties and liabilities imposed upon Owner or its parent corporation, subsidiaries or affiliates, or their respective directors, officers, agents and employees under such laws, rules, and regulations by any public authority or court having jurisdiction in the premises, when attributable solely to the failure of User to comply with its obligations in this regard.
- B. User in its use of the Subject Trackage shall comply in all respects with the safety rules, operating rules and other regulations of Owner, and the movement of User's trains (locomotives and cars,) over the Subject Trackage shall at all times be subject to the orders of the transportation officers of Owner. User's trains shall not include locomotives or cars which exceed the width, height, weight or other restrictions or capacities of the Subject Trackage as published in Railway Line Clearances, and no train shall contain locomotives or cars which require speed restrictions or other movement restrictions below the maximum authorized freight speeds as provided by Owner's operating rules and regulations without the prior consent of Owner.
- C. User's trains shall not be permitted to enter upon the Subject Trackage until permission has been received from Owner's Dispatcher at Wilson, NC. Owner, in granting User permission to enter the Subject Trackage at Greenville, will use its best efforts to ensure that User's movements will have authority from NSR upon arrival at Chocowinity, to promptly enter upon NSR trackage for movement to NSR's Lee Creek Branch, but it will be solely the responsibility of User to obtain such permission from the NSR dispatcher. In reverse, User shall work with NSR as required, to ensure that User's trains upon arrival at Chocowinity, shall have authority promptly to enter upon the Subject Trackage for movement to Greenville. User shall advise Owner promptly, when it's movements have cleared the Subject Trackage at Chocowinity and Greenville. User shall also notify Owner in advance of days on which it will not be operating over the Subject Trackage.
- D. Notwithstanding the provisions of Article 12.C, whenever User desires to operate its trains over the Subject Trackage pursuant to this Agreement, Owner's shall deliver a track warrant to User's representative, as designated from time to time, in a form that is reasonably acceptable to User. When User desires to operate at such times as Owner's Dispatcher is not on duty, Owner shall make such arrangements as are necessary to deliver track warrant to User's designated representative in advance of the planned movement. The track warrant shall grant exclusive use and access over the Subject Trackage until such time as User's crew releases the warrant back to Owner. User solely, shall be responsible for providing of the track warrant to applicable crews of User.

- E. User shall be responsible to assure that all of its employees who shall operate its trains, locomotives and cars over the Subject Trackage have been qualified for such operation. User shall pay to Owner, upon receipt of bills therefor, any cost incurred by Owner in connection with the qualification of such employees of User, as well as the cost of pilots furnished by Owner, until such time as such employees are deemed by the appropriate examining officer of Owner to be properly qualified for operation as herein contemplated.**
- F. Owner may at its option, request User to conduct an investigation of User's employee(s) working on Owner's property, and alleged to have violated Owner's safety rules, regulations, orders, practices or instructions, or if an incident occurs which requires an investigation under applicable agreement rules. Upon receipt of such notification, User's local Transportation Officer shall arrange to issue proper notice to the User's employee(s) of the investigation. Owner's request to schedule the investigation must comply with the time limits provided in the applicable agreement on User's railroad. Owner shall provide its regulations, supplements, safety rules and any necessary witnesses to User at no cost.**
- G. If Owner timely requested User to conduct an investigation, Owner shall have the right to suggest appropriate discipline including the right to exclude from the Access Trackage and Interchange Trackage any employee of User, except officers, determined as the result of User's investigation or hearing described below, to be in violation of Owner's rules, regulations, orders, practices or instructions.**
- H. In a major offense, such as violation of Rule "G," dishonesty, insubordination, or a serious violation of operating rules, wherein Owner desires to bar User's employee from service on Owner's territory pending an investigation by User, immediate verbal notification will be given to the appropriate Transportation Officer of User so that proper written notice can be issued to the employee.**
- I. If User conducts an investigation, its officer shall conduct the investigation, but an officer of Owner shall be present. After the investigation is concluded, User shall make a recommendation as to the discipline to be assessed, and furnish a copy of that recommendation to Owner. If the Owner or User shall disagree on the discipline to be imposed, User shall have the right to determine the discipline, if any, that is imposed. User's Transportation Officer shall arrange to assess discipline within the applicable time limits.**
- J. In the event a claim is progressed to arbitration challenging the discipline assessed, Owner shall be given an opportunity to review User's submission. If the discipline assessed is "overturned" by the arbitration, and the discipline assessed was being banned from Owner's property, Owner shall permit User's employee to return to Owner's property.**

- K. The trains, locomotives, cars and equipment of User, Owner, and any other present or future user of the Subject Trackage or any portion thereof, shall be operated without prejudice or partiality to either party and in such manner as shall afford the most economical and efficient manner of movement of all traffic.
- L. In the event that a train of User shall be forced to stop on Subject Trackage, and such stoppage is due to insufficient hours of service remaining among User's crew, or due to mechanical failure of User's equipment, or any other cause not resulting from an accident or derailment, and such train is unable to proceed, or if a train of User fails to maintain the speed required by Owner on the Subject Trackage, or if in emergencies, crippled or otherwise defective cars are set out of User's trains on the Subject Trackage, Owner shall have the option to furnish motive power or such other assistance (including but not limited to the right to recrew User's train) as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off the Subject Trackage, and User shall reimburse Owner for the cost of rendering any such assistance.
- M. If it becomes necessary to make repairs to or adjust or transfer the lading of such crippled or defective cars in order to move them off the Subject Trackage, such work shall be done by Owner, and User shall reimburse Owner for the cost thereof.
- N. In the event Owner and User agree that Owner should retain employees or provide additional employees for the sole benefit of User, the parties hereto shall enter into a separate agreement under which User shall bear all cost and expense for any such retained or additional employees provided, including without limitation all cost and expense associated with labor protective payments which are made by Owner and which would not have been incurred had the retained or additional employees not been provided.

ARTICLE 13. MILEAGE AND CAR HIRE

All mileage and car hire charges accruing on cars in User's trains on the Subject Trackage shall be assumed by User and reported and paid by it directly to the owner of such cars.

ARTICLE 14. CLEARING OF WRECKS

Whenever User's use of the Subject Trackage requires rerailling, wrecking service or wrecking train service, Owner shall perform or provide such service, including the repair and restoration of roadbed, track and structures. The cost, liability and expense of the foregoing, including without limitation loss of, damage to, or destruction of any property whatsoever and injury to and death of any person or persons whomsoever or any damage to or destruction of the environment whatsoever, including without limitation land, air, water, wildlife, and vegetation, resulting therefrom, shall be apportioned in accordance with the provisions of Article 15 hereof. All locomotives, cars, and equipment and salvage from the same so picked up and removed which are owned by or under the management and control of or used by User at the time of such wreck, shall be promptly delivered to it.

ARTICLE 15. LIABILITY

The responsibility and liability between the parties for: (i) any personal injury or death of any person (including employees of the parties and third persons), (ii) any real or personal property damage of any person (including property of the parties and third persons), (iii) any damage or destruction to the environment (including land, air, water, wildlife and vegetation), and (iv) all cleanup and remedial expenses, court costs, settlements, claims, judgements, litigation expenses and attorney's fees resulting from the use of the Subject Trackage by either party as described herein, all of which are collectively referred to as a "Loss", shall be divided as follows:

- A. If a Loss occurs involving the trains, locomotives, engines and/or employees of only one of the parties, then the involved party should be solely responsible for the Loss, even if caused partially or completely by the other party.
- B. If a Loss occurs on the Subject Trackage involving the trains and locomotives of both Owner and User, then: (i) each is solely responsible for any Loss to its own employees, locomotives and equipment in its own account including lading and (ii) the parties are equally responsible for any Loss to the Subject Trackage and Loss sustained by third parties, regardless of the proportionate responsibility between them as to the cause of the Loss.
- C. For purposes of assigning responsibility of a Loss under this Article as between the parties hereto, a Loss involving one of the parties to this Agreement and a third party or parties shall be construed as being the sole responsibility of that one party to this Agreement.
- D. Whenever any liability, cost, or expense is assumed by or apportioned to a party hereto under the foregoing provisions, that party shall forever protect, defend, indemnify, and save harmless the other party to this Agreement and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents, and employees from and against that liability, cost and expense assumed by that party or apportioned to it, regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of the indemnitee or its directors, officers agents, or employees.
- E. In every case of death or injury suffered by an employee of either User or Owner, when compensation to such employees or employee's dependents is required to be paid under any workmen's compensation, occupational disease, employers' liability or other law, and either of said parties, under the provisions of this Agreement, is required to pay said compensation, if such compensation is required to be paid in installments over a period of time, such party shall not be released from paying any such future installments by reason of the expiration or other termination of this Agreement prior to any of the respective dates upon which any such future installments are to be paid.

- F. For purposes of determining liability, pilots furnished by Owner to User pursuant to this Agreement shall be considered as the employees of User while such employees are on duty as pilots.
- G. For the purpose of determining liability associated with construction, maintenance, repair and renewal of connections as provided in Article 10 B (ii), all work performed by Owner shall be deemed performed for the sole benefit of User and, User shall be fully liable for all cost and expense of any and all loss, damage, destruction, injury and death resulting from, arising out of, incidental to or occurring in connection with said construction, maintenance repair and renewal except when such cost and expense of loss, damage, destruction, injury or death is caused by the sole negligence of Owner. User shall protect, indemnify, and save harmless Owner and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents and employees from and against any and all expense and liability for which User is responsible.
- H. If any suit or action shall be brought against either party for damages which under the provisions of this Agreement are in whole or in part the responsibility of the other party, said other party shall be notified in writing by the party sued, and the party so notified shall have the right and be obligated to take part in the defense of such suit and shall pay a proportionate part of the judgment and costs, expense and attorneys' fees incurred in such suit according to its liability assumed hereunder.
- I. In the event of a Loss as set out herein, the parties to this Agreement shall be bound by the Freight Claim Rules, Principles, and Practices of the Association of American Railroads (AAR) as to the handling of any claims for the loss or damage to lading.
- J. Notwithstanding any and all of the forgoing provisions of this article, in the event a Loss occurs while the Subject Trackage is being used by Owner and/or User, and such Loss is attributable solely to the willful or wanton negligence of only one of the parties to this Agreement, then the party hereto which was so willfully or wantonly negligent shall be solely responsible for such Loss.

ARTICLE 16. CLAIMS

- A. Except as provided in Subarticle B below, all claims, injuries, death, property damages and losses arising out of or connected with this Agreement shall be investigated, adjusted and defended by the party bearing the liability, cost, and expense therefor under the provisions of this Agreement.
- B. Each party shall investigate, adjust and defend all freight loss and damage claims filed with it in accordance with 49 U.S.C. Section 11706.

- C. In the event a claim or suit is asserted against Owner or User which is the other's duty hereunder to investigate, adjust or defend, then, unless otherwise agreed, such other party shall, upon request, take over the investigation, adjustment and defense of such claim or suit.
- D. All costs and expenses in connection with the investigation, adjustment and defense of any claim or suit under this Agreement shall be included as costs and expenses in applying the liability provisions set forth in this Agreement, except that salaries or wages of full-time agents, full-time attorneys and other full-time employees of either party engaged directly or indirectly in such work shall be borne by such party.
- E. Excluding freight loss and damage claims filed in accordance with 49 U.S.C. Section 11706, neither party shall settle or compromise any claim, demand, suit or cause of action for which the other party has any liability under this Agreement without the concurrence of such other party if the consideration for such settlement or compromise exceeds THIRTY-FIVE THOUSAND DOLLARS (\$35,000).
- F. Each party agrees to indemnify and hold harmless the other party and its parent corporation, subsidiaries and affiliates, and all their respective directors, officers, agents and employees from and against any and all costs and payments, including benefits, allowances and arbitration, administrative and litigation expenses, arising out of claims or grievances made by or on behalf of its own employees, either pursuant to a collective bargaining agreement or employee protective conditions imposed by a governmental agency upon the agency's approval or exemption of this Agreement. It is the intention of the parties that each party shall bear the full costs of protection of its own employees under employee protective conditions which may be imposed, and of grievances filed by its own employee arising under its collective bargaining agreements with its employees.
- G. It is understood that nothing in this Article 15 shall modify or waive the conditions, obligations, assumptions or apportionments provided in Article 14.

ARTICLE 17. DEFAULT AND TERMINATION

In the event of any substantial failure on the part of User to perform its obligations under this Agreement and its continuance in such default for a period of sixty (60) days after written notice thereof by certified mail from Owner, Owner shall have the right at its option, after first giving thirty (30) days written notice thereof by certified mail, and notwithstanding any waiver by Owner of any prior breach thereof, to terminate the Trackage Rights and User's use of the Subject Trackage, subject to any regulatory approval or exemption that may be required under governing law. The exercise of such right by Owner shall not impair its rights under this Agreement or any cause or causes of action it may have against User for the recovery of damages.

ARTICLE 18. REGULATORY APPROVAL

- A. Should this Agreement require the prior approval of the Surface Transportation Board (STB), User at its own cost and expense shall initiate and thereafter diligently pursue an appropriate application or petition to secure such approval. Owner shall assist and support efforts of User to secure any necessary STB approval of this Agreement.
- B. Should the STB at any time during the term of this Agreement impose any labor protective conditions upon the exemption of this Agreement from regulation, User, solely, shall be responsible for any and all payments in satisfaction of such conditions.

ARTICLE 19. ABANDONMENT OF SUBJECT TRACKAGE

- A. Notwithstanding the provisions of Article 20, and to the extent it may do so under the provisions of its separate lease with NSR, Owner shall have the right, subject to securing any necessary regulatory approval, to abandon the Subject Trackage or any portion thereof. Before filing an application for regulatory approval of such abandonment, Owner shall give User ninety (90) days' advance notice in writing of its intention to do so in order that User may determine whether it desires to purchase the Subject Trackage (or portion thereof), if permissible under Owner's lease with NSR, or to discontinue its use thereof.
- B. If Owner's lease with NSR permits, and User desires to purchase the Subject Trackage (or such portion thereof as Owner has notified User will be abandoned), it shall submit an offer of financial assistance under 49 U.S.C. Section 10904. In the event the offer meets the requirements of the aforesaid section and Owner receives more than one such offer, Owner shall exercise its statutory right to negotiate with User rather than with the other offeror(s). Thereafter, the rights and obligations of the parties in respect to User's acquisition of the Subject Trackage or portion thereof shall be governed by applicable provisions of the law.
- C. In any one of the circumstances listed below User shall be deemed to have determined that it does not desire to purchase the Subject Trackage or portion thereof and that it desires to discontinue its use thereof:
 - (i). User fails to submit an offer of financial assistance to purchase the Subject Trackage or portion thereof within the time prescribed by statute and applicable regulations, or
 - (ii). User, having made an offer of financial assistance to purchase the Subject Trackage or portion thereof, but being unable to reach agreement with Owner as to the sale price, fails within the statutory period to request the proper regulatory authority to establish the terms and conditions of the sale, or

- (iii). User, having requested the proper regulatory authority to establish the terms and conditions of sale, withdraws its offer of financial assistance, or
- (iv). User, having requested the proper regulatory authority to establish the terms of the sale, rejects the authority's order establishing said terms or fails to accept said terms within the time prescribed by said order.
- (v). Owner's lease with NSR does not permit sale or abandonment of the Subject Trackage.

In such event User shall promptly file an application with the proper regulatory authority seeking approval of the discontinuance of its operations over the Subject Trackage or portion thereof. If User does not promptly file an application seeking approval of the discontinuance of User's operations over the Subject Trackage or portion thereof, Owner shall be deemed to have been given User's power of attorney to take such action on User's behalf.

- D. In the event any application filed by Owner is granted but an application filed by User under Subsection C above is denied by the proper regulatory authority, the parties shall cooperate in taking such action as is reasonably necessary to effect a sale of the Subject Trackage or portion thereof to User (including securing any necessary regulatory authority) for a price consistent with the principles of 49 U.S.C. Section 10904.
- E. In the event Owner abandons any portion (or all) of the Subject Trackage or portion thereof under circumstances which (because of changes in the law or otherwise) are not subject to handling under the procedures outlined above, the parties shall cooperate and take such action as is necessary to assure that User either promptly terminates its operations over the segment to be abandoned or purchases said segment at a price consistent with the principles of 49 U.S.C. Section 10904 as interpreted on the date of this Agreement.
- F. In the event Owner's application for authority to abandon is denied, User shall withdraw any application it has filed under Subsection C above.
- G. Except as otherwise expressly agreed in writing, in the event any actions taken by the parties under this Article 18 result in an obligation imposed by any competent authority on either or both parties hereto to protect the interests of affected employees, the responsibility for bearing the cost thereof shall be borne by the party which is the employer of the affected employee or employees, notwithstanding the manner in which said cost may be apportioned in any order or decision imposing the protection.

ARTICLE 20. TERM

- A. This Agreement shall be effective the day and year first above written and shall remain in

effect until terminated (a) by mutual consent of the parties hereto, (b) by not less than six (6) months advance written notice by User to Owner, or (c) upon abandonment by NSR (i) of its trackage between Greenville and Phosphate Junction or (ii) said Lee Creek Branch, provided, however, that any such termination under (a), (b) or (c) shall be subject to the approval of the Surface Transportation Board (STB).

- B. Termination of this Agreement shall not relieve or release either party hereto from any obligation assumed or from any liability which may have arisen or been incurred by either party under the terms of this Agreement prior to the termination hereof.

ARTICLE 21. FORCE MAJEURE

Owner shall not be responsible to User for delays or failure to perform under this Agreement if such delays or failure to perform are covered by circumstances beyond its control, including, but not limited to, Acts of God, floods, storms, earthquakes, hurricanes, tornadoes, or other severe weather or climatic conditions, acts of public enemy, war, blockade, insurrection, vandalism or sabotage, fire, accident, wreck, derailment, washout or explosion, strike, lockout or labor disputes experienced by the parties hereto, embargoes or AAR service orders; Federal Railroad Administration (FRA) orders, or governmental laws, orders or regulations.

ARTICLE 22. ARBITRATION

Any dispute arising between the parties with respect to this Agreement that is not resolved within thirty (30) days of the date of the written notice of the dispute may be jointly submitted for binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association by either party. The decision of the arbitrator 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 hereto. The arbitrator shall not have the power to award consequential or punitive damages or to determine violations of criminal or antitrust laws.

ARTICLE 23. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns, by merger or otherwise, of the parties hereto. User shall not transfer nor assign this Agreement, or any of its rights, interests or obligations hereunder, to any person, firm, or corporation without obtaining the prior written consent of the Owner, which consent shall be subject to the terms of Owner's lease with NSR, and to the extent not therein prohibited, shall not be unreasonably withheld.

ARTICLE 24. NOTICE

Any notice required or permitted to be given by one party to the other under this Agreement shall be deemed given on the date sent by certified mail, or by such other means as the parties may agree, and shall be addressed as follows:

If to Owner: President
 Carolina Coastal Railway, Inc.
 116 N. Bellevue Avenue
 Suite 206
 Langhorne, PA 19047

If to User: Director Passenger and Joint Facility Agreements
 CSX Transportation, Inc.
 500 Water Street, J315
 Jacksonville, FL 32202

Either party may provide changes in the above addresses to the other party by personal service or U.S. mail.

ARTICLE 25. GENERAL PROVISIONS

- A. This Agreement and each and every provision hereof is for the exclusive benefit of the parties hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right of any third party to recover by way of damages or otherwise against either of the parties hereto.
- B. This Agreement contains the entire understanding of the parties hereto and supersedes any and all oral understandings between the parties.
- C. No term or provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing and signed by both parties to this Agreement.
- D. All words, terms and phrases used in this Agreement shall be construed in accordance with the generally applicable definition or meaning of such words, terms and phrases in the railroad industry.
- E. All Article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.
- F. As used in this Agreement, whenever reference is made to the trains, locomotives, cars or equipment of, or in the account of, one of the parties hereto, such expression means the trains, locomotives, cars and equipment₂₅ in the possession of or operated by one of the

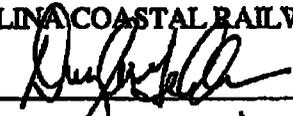
parties and includes such trains, locomotives, cars and equipment which are owned by, leased to, or in the account of such party. Whenever such locomotives, cars or equipment are owned or leased by one party to this Agreement and are in the possession or account of the other party to this Agreement, such locomotives, cars and equipment shall be considered those of the other party under this Agreement.

- G. This Agreement is the result of mutual negotiations of the parties hereto, neither of whom shall be considered the drafter for purposes of contract construction.
- H. Neither party hereto may disclose the provisions of this Agreement to a third party, excluding a parent, subsidiary or affiliate company, without the written consent of the other party, except as otherwise required by law, regulation or ruling.

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

Witness for Owner:

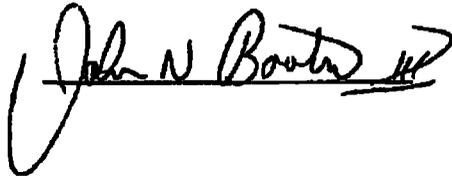
CAROLINA COASTAL RAILWAY, INC.

By: 

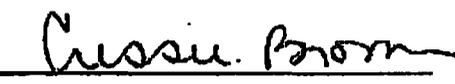
Name: Douglas Golden

Title: President

Witness for User:



CSX TRANSPORTATION, INC.

By: 

Name: CRESSIE BROWN

Title: ^{DIR} PMS & IF AGMRS

SUPPLEMENT TO TRACKAGE RIGHTS AGREEMENT

THIS SUPPLEMENT ("Supplement"), entered into as of this 14th day of January, 2010 by and between CAROLINA COASTAL RAILWAY, INC., a Virginia corporation (hereinafter referred to as "CLNA") and CSX TRANSPORTATION, INC., a Virginia corporation, (hereinafter referred to as "CSXT").

WITNESSETH:

WHEREAS, by Agreement dated June 30, 2007("Agreement") CSXT is authorized to operate over trackage of CLNA for the sole purpose of CSXT handling through freight traffic of CSXT originating at or destined to phosphate mines and plants on NSR's Lee Creek Branch.; and

WHEREAS, in conjunction with a plan on the part of the North Carolina Department of Transportation, Rail Division ("NCDOT") to perform certain reconfigurations of trackage in the vicinity of Greenville, a new connection track (the "New Connection Track") will be constructed in the northeast quadrant in the CLNA/CSXT rail crossing at Greenville which will alter CSXT's normal method of entering and exiting the Subject Trackage in Greenville;

WHEREAS, the parties desire to amend the definition of the Subject Trackage in the Agreement to add the resulting change of entry and exit.

NOW, THEREFORE, The parties hereto, intending to be legally bound, agree as follows:

1. Subject to the terms and conditions provided for in the Agreement, CLNA pursuant to the provisions of Article 1. GRANT OF TRACKAGE RIGHTS and the referenced reconfiguration plan of NCDOT, hereby grants to CSXT the right to operate its trains (locomotives and cars) with its own crews for the purpose of entry and exit of the Subject Trackage, as follows, as shown on the plan attached hereto in RED, made a part hereof and marked Exhibit "I":

Over CLNA's portion of the New Connection Track in the northeast quadrant of the CSXT/CLNA rail crossing for approximately 558 feet. Operations shall not begin until the construction of the New Connection Track has been completed and accepted for service.

2. All words in this Supplement shall have the same meaning and definitions of those same words, as contained in the Agreement.
3. It is understood that Article 10B of the June 30, 2007 agreement applies to the New connection Track. The parties agree that any required maintenance to the new switch and 558 feet of the New Connection Track on the CLNA right-of-way will be performed by CLNA and billed back to CSXT.
4. In all other respects, all nonconflicting provisions of the Agreement are ratified and shall remain in full force and effect.
5. This Supplement shall be effective as of the date first above written and shall remain in effect for the remaining term of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Supplement to be duly executed by their authorized officials as of the date first above written.

WITNESS

Mary Cullen

CAROLINA COASTAL RAILWAY, INC.

By: [Signature]

Its: President

WITNESS

Cheryl Bond

CSX TRANSPORTATION, INC.

By: [Signature]

Virginia M. Beck
Director Passenger and Joint
Facility Agreements

**EXHIBIT C - FEDERAL REGISTER
NOTICE**

SURFACE TRANSPORTATION BOARD

NOTICE OF EXEMPTION

FINANCE DOCKET NO. 35368

CSX TRANSPORTATION, INC.—TRACKAGE RIGHTS EXEMPTION—CAROLINA
COASTAL RAILWAY, INC.

Carolina Coastal Railway, Inc. (“CLNA”) has agreed to grant overhead trackage rights to CSX Transportation, Inc. (“CSXT”) over CLNA’s rail line: (1) between CSXT’s connection with CLNA in the southwest quadrant of the rail crossing between CSXT and CLNA at NS line milepost 148.1 and NS line milepost 132.0 at Norfolk Southern Railway Company’s Chocowinity yard limit board, a distance of approximately 16.1 miles, and (2) 558 feet of a connecting track that is being built in the northeast quadrant of the CSXT and CLNA crossing.

The overhead trackage rights will be effective on or after May 7, 2010.

As a condition to this exemption, any employee affected by the acquisition of the trackage rights will be protected by the conditions imposed in *Norfolk and Western Railway Ry. Co.—Trackage Rights—BN*, 354 I.C.C. 605 (1978), as modified by *Mendocino Coast Ry., Inc.—Lease and Operate*, 360 I.C.C. 653 (1980).

This notice is filed under 49 CFR 1180.2(d)(7). If it contains false or misleading information, the exemption is void *ab initio*. Petitions to revoke the exemption under 49 U.S.C. 10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the transaction.

An original and 10 copies of all pleadings, referring to STB Finance Docket No. 35368

must be filed with the Surface Transportation Board, 395 E Street, S.W., Washington, DC 20423-0001. In addition, a copy of each pleading must be served on Melanie B. Yasbin, Law Offices of Louis E. Gitomer, 600 Baltimore Avenue, Suite 301, Towson, MD 21204, Melanie@lgrailaw.com.

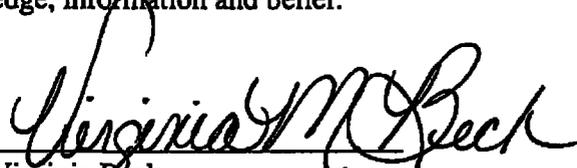
Dated:

By the Board, Rachel D. Campbell, Director, Office of Proceedings.

VERIFICATION

State of Florida)
)ss
County of Duval)

I, Virginia Beck, being duly sworn, depose and state that I am Director Passenger and Joint Facility Agreements 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, information and belief.



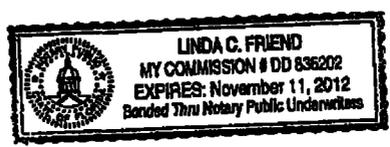
Virginia Beck

Subscribed and sworn to before me this 6TH day of April 2010.



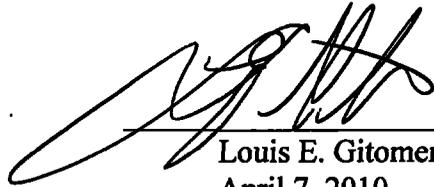
Notary Public

My Commission expires: 11-11-2012

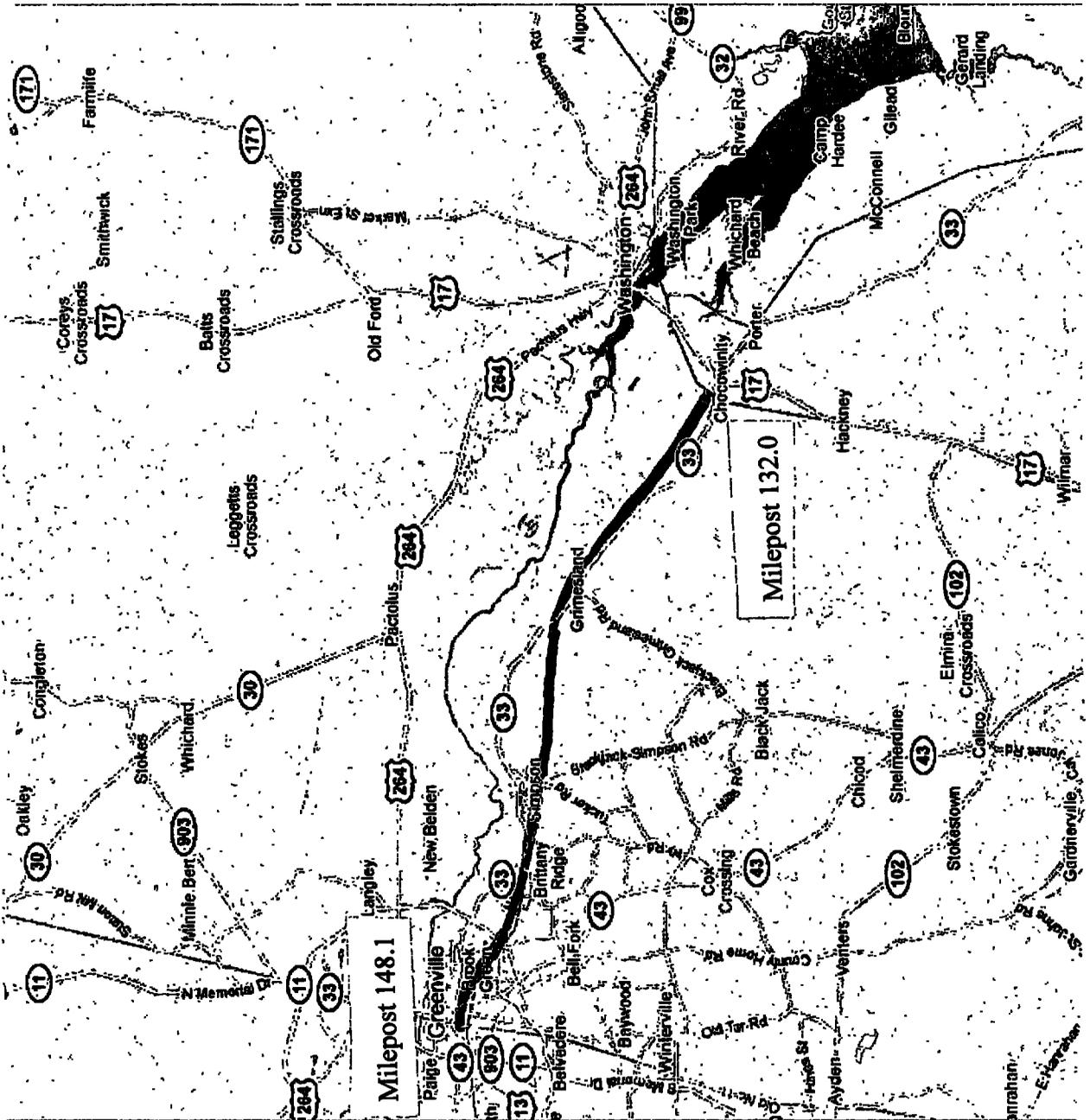


CERTIFICATE OF SERVICE

I hereby certify that I have caused the Verified Notice of Exemption in Finance Docket 35368 *CSX Transportation, Inc.—Trackage Rights Exemption— Carolina Coastal Railway, Inc.*, 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 North Carolina.



Louis E. Gitomer
April 7, 2010



GREENVILLE (supplement to Trackage Rights)

Exhibit "J"
NORTH

