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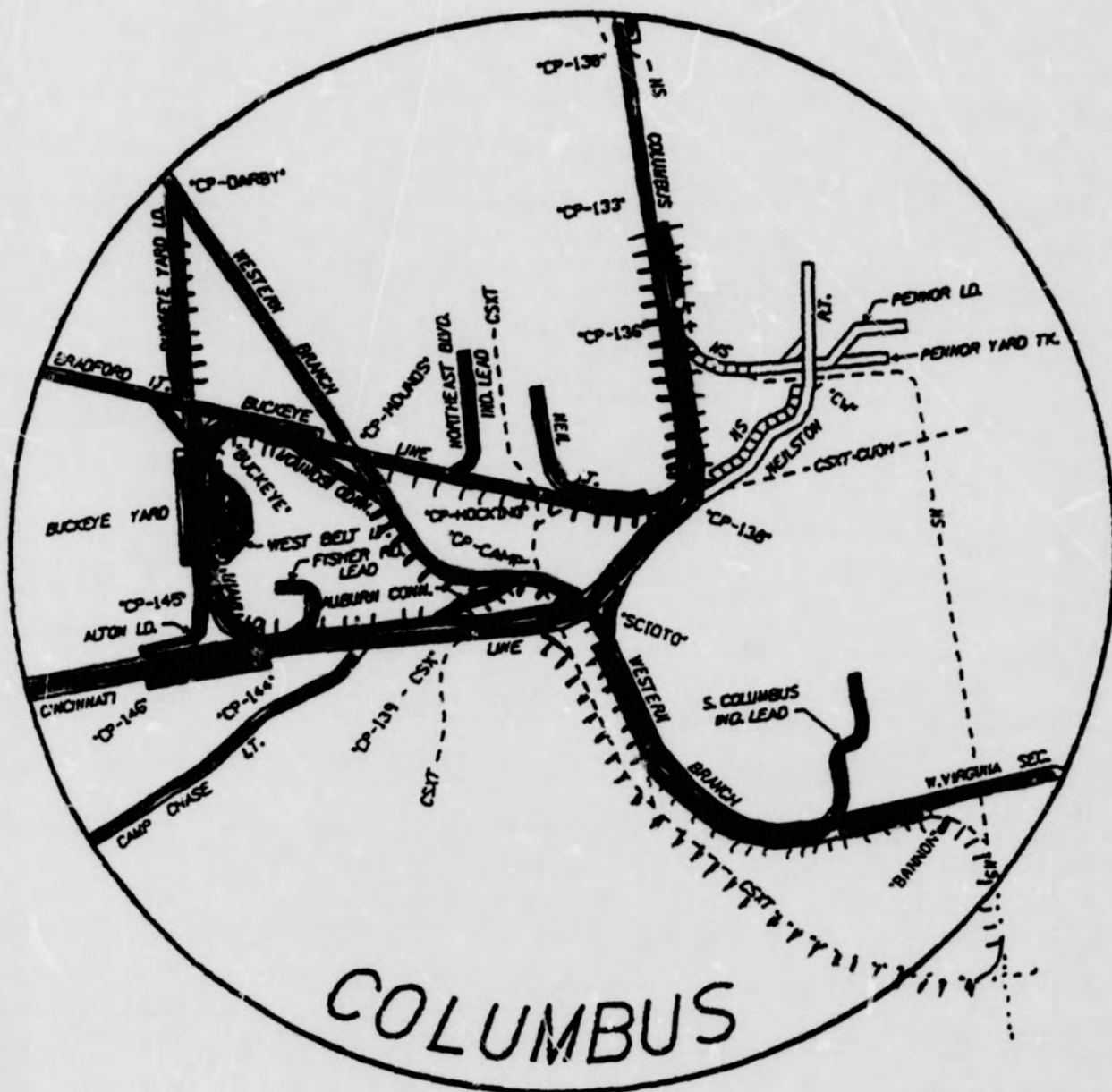
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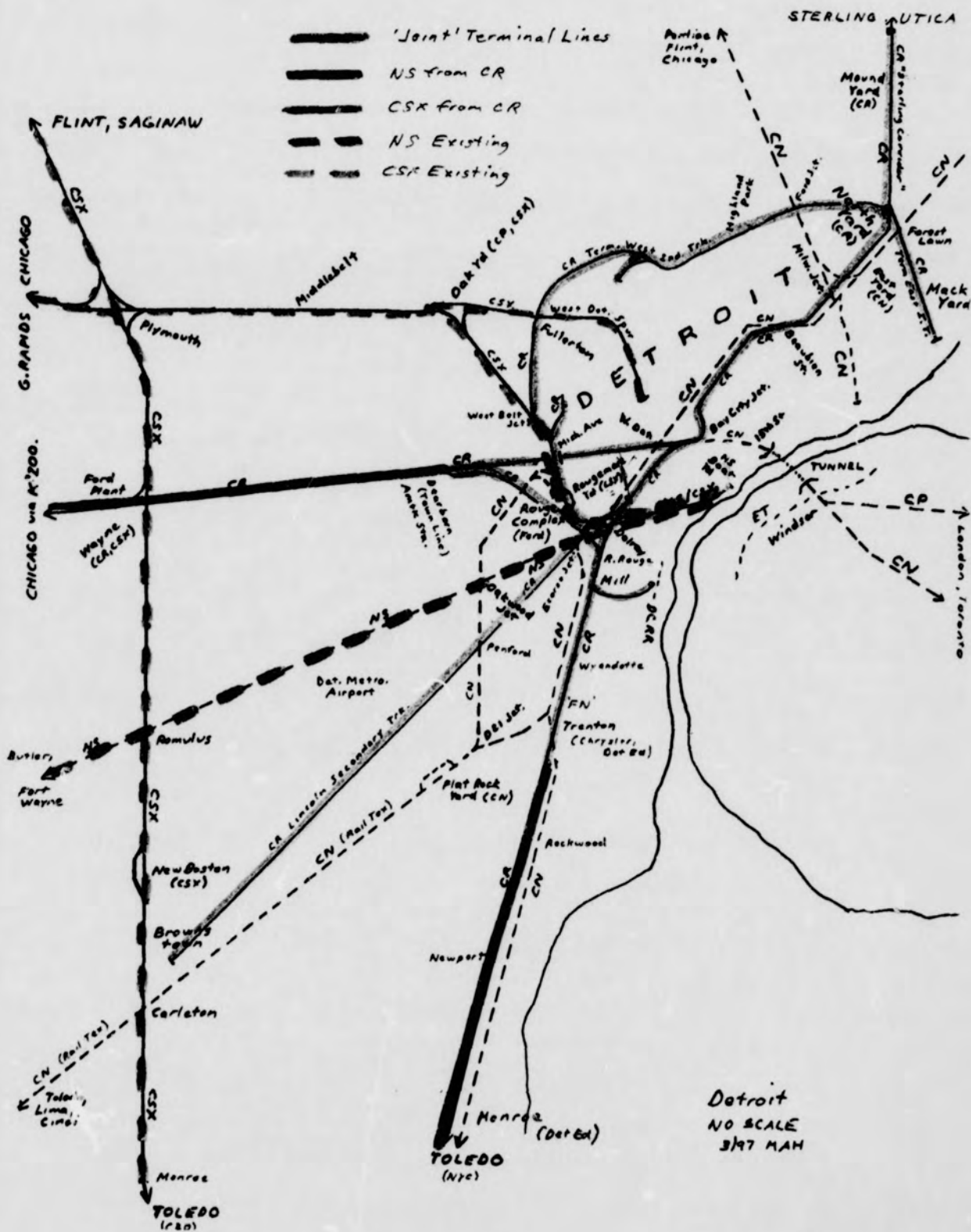
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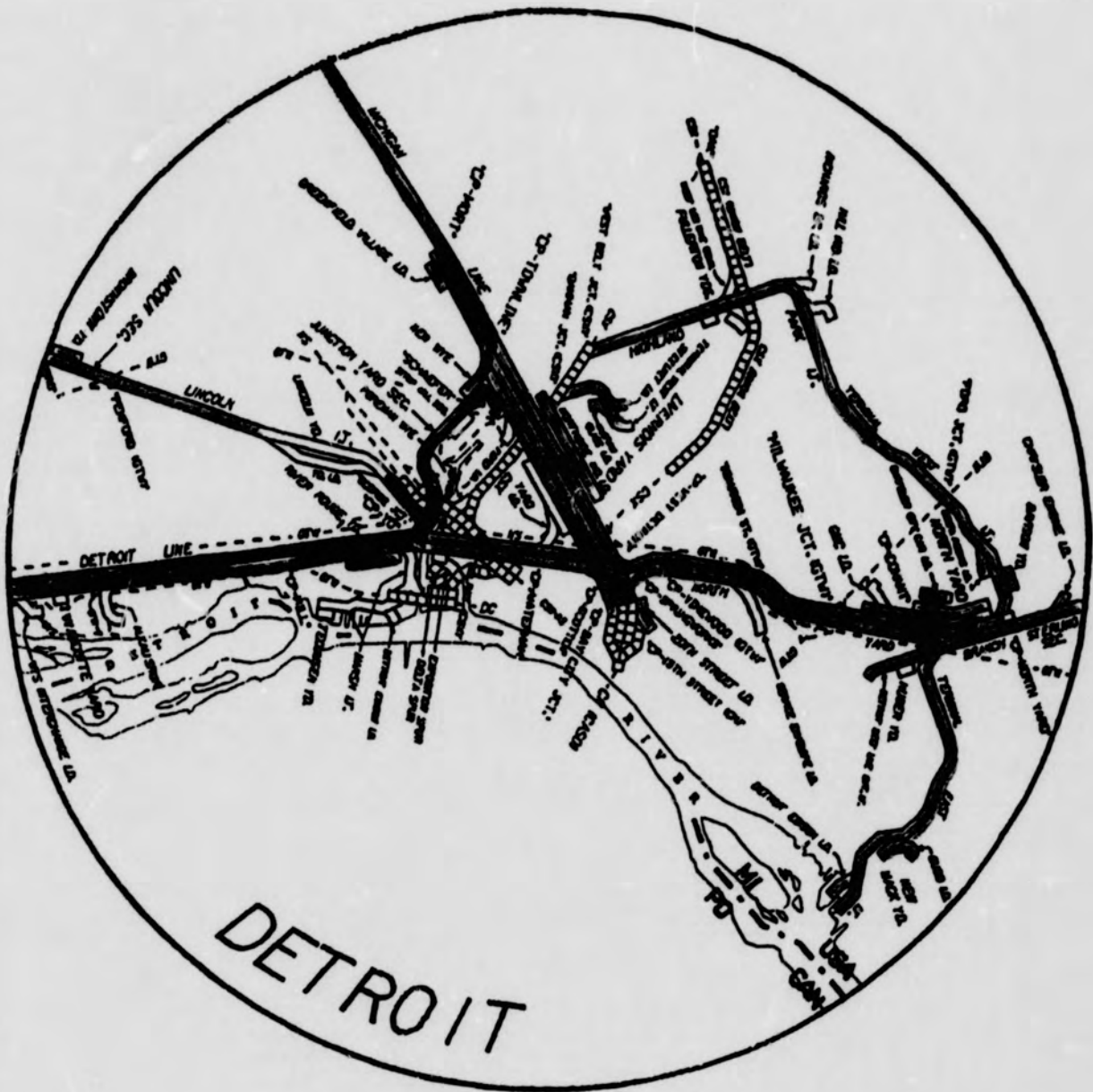
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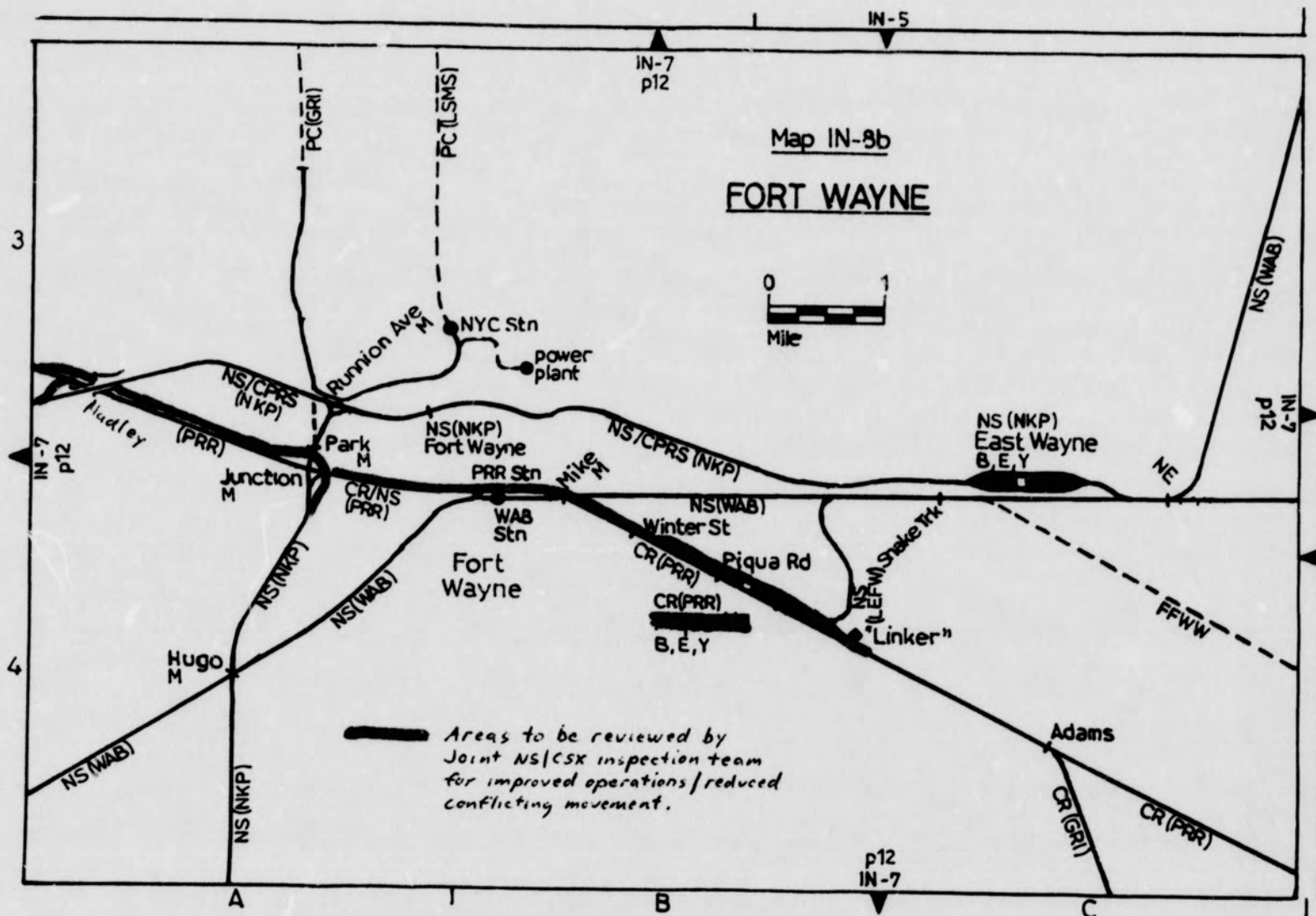
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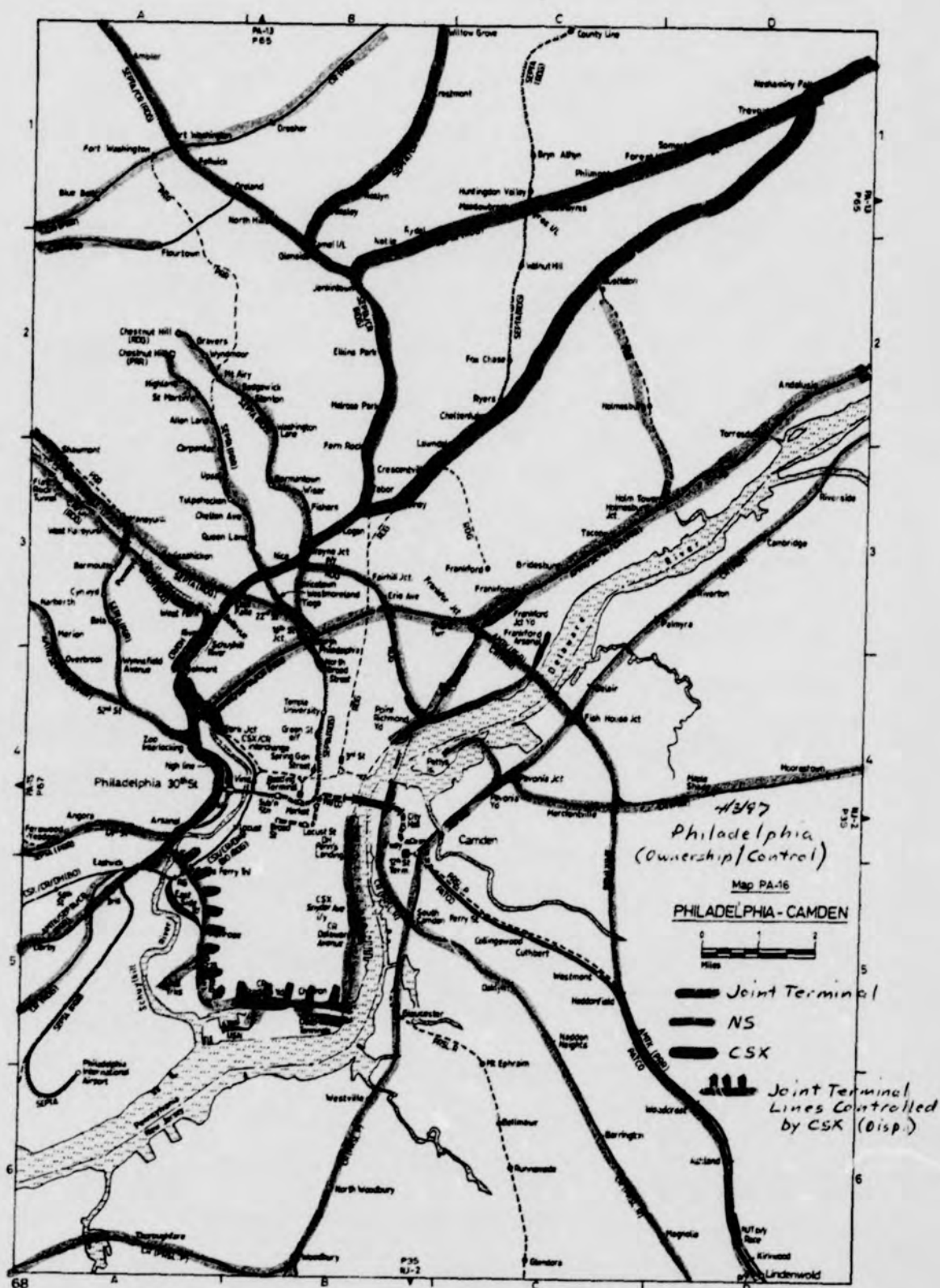


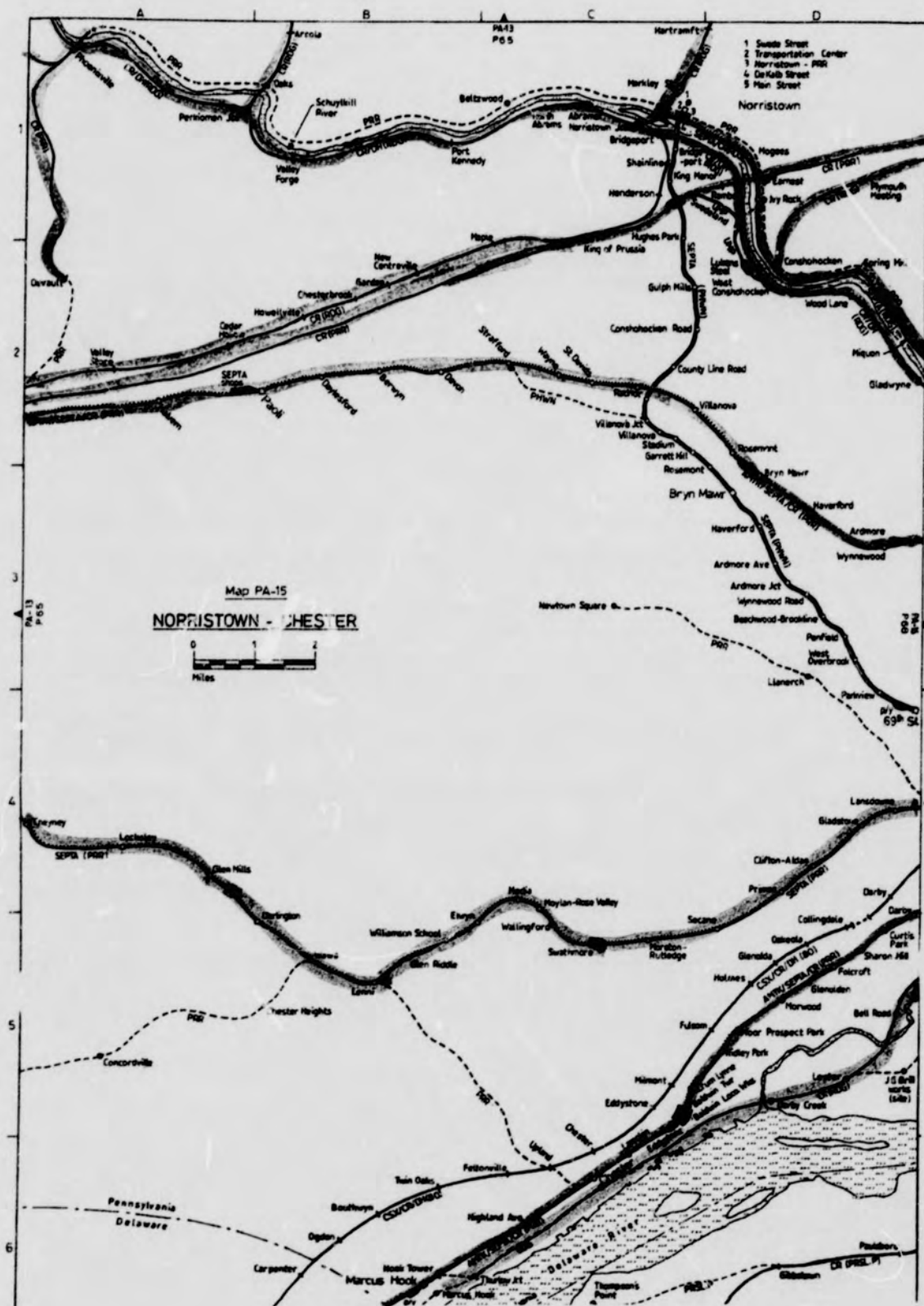
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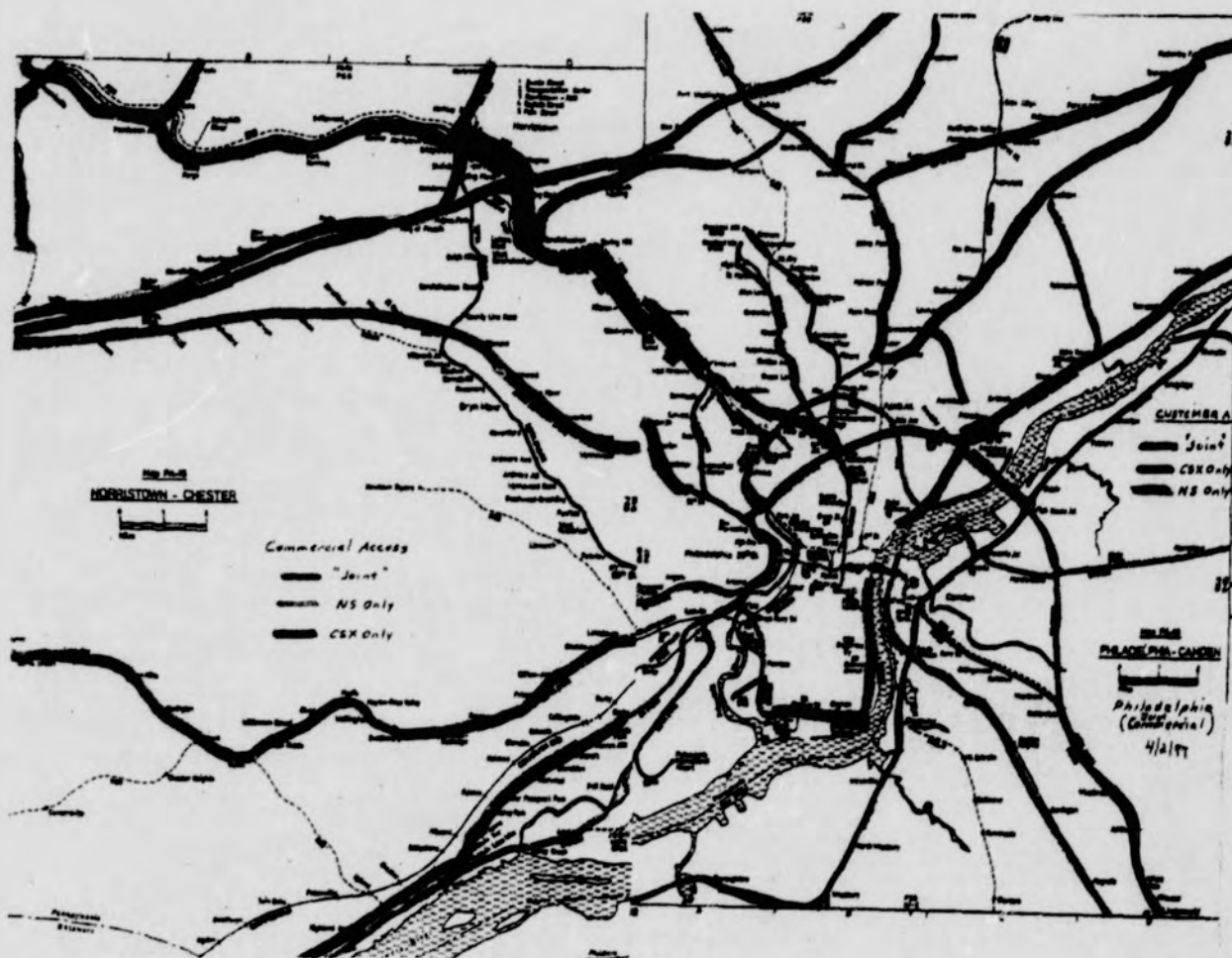














**LIMITED LIABILITY COMPANY AGREEMENT
OF
CRR HOLDINGS LLC**

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SCHEDULE A MEMBERS

LIMITED LIABILITY COMPANY AGREEMENT
OF
CRR HOLDINGS LLC

This Limited Liability Company Agreement (this "Agreement") of CRR Holdings LLC (the "Company"), dated and effective as of May 21, 1997, is entered into between CSX Corporation, a Virginia corporation ("CSX"), CSX Rail Holding Corporation, a Delaware corporation and a wholly owned subsidiary of CSX ("CSX Sub"), and Norfolk Southern Corporation, a Virginia corporation ("NSC"), as members (the "Members").

WHEREAS, CSX and NSC have entered into a letter agreement, dated April 8, 1997 (the "CSX/NSC Letter Agreement");

WHEREAS, the CSX/NSC Letter Agreement contemplates the formation of a limited liability company which is referred to therein as "CSX/NS Acquisition Sub";

WHEREAS, CSX and NSC desire to form such a limited liability company in accordance with the terms contemplated by the CSX/NSC Letter Agreement; and

WHEREAS, it is the intention of CSX and NSC to amend and restate this Agreement in the future in connection with the execution and delivery of the Definitive Documentation (as defined in the CSX/NSC Letter Agreement) as necessary to provide for operating relationships as contemplated by the CSX/NSC Letter Agreement following the requisite approval of the Surface Transportation Board ("STB");

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to filing the Certificate as provided in Section 2.3, the Members hereby form a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.), as amended from time to time (the "Delaware Act"), as provided herein, and hereby agree as follows:

ARTICLE I

DEFINED TERMS

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Article I shall, for the purposes of this Agreement, have the meanings herein specified.

"Additional Interests" shall mean any Interest that is acquired after the Initial Capital Contribution.

"Advisor Expenses" shall have the meaning specified in Section 6.1(b).

"Affiliate" shall mean, with respect to a specified Person, any Person that directly or indirectly controls, is controlled by, or is under common control with, the specified Person or any trust for the benefit of such Person or any entities controlled by

such Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, for purposes of this Agreement neither the Company nor any subsidiary of the Company shall be deemed to be an Affiliate of any of CSX or NSC or any of their respective Affiliates (taking into account the effect of this sentence) and neither CSX nor NSC nor any of their respective Affiliates (including officers, directors or other employees of CSX and/or NSC who also serve as officers, directors or employees of the Company or any subsidiary of the Company) shall be deemed to be an Affiliate of the Company or any subsidiary of the Company (taking into account the effect of this sentence).

"Affiliate Transaction" shall mean any transaction between the Company, on the one hand, and a Member or its Affiliate, on the other hand.

"Agreement" shall have the meaning set forth in the recitals hereof.

"Assign" and "Assignment" shall have the meanings set forth in Section 13.1 hereof.

"AAC" shall have the meaning set forth in the CSX/NSC Letter Agreement.

"Board" shall have the meaning set forth in Section 5.2 hereof.

"Capital Account" shall mean, with respect to any Member and any Interest, the account maintained for such Member and such Interest in accordance with the provisions of Section 6.3 hereof.

"Capital Contribution" shall mean, with respect to any Member and any Interest, the aggregate amount of cash and the initial Gross Asset Value of any property (other than cash) contributed to the Company pursuant to Section 6.1 hereof with respect to such Interest and shall include the Initial Capital Contribution, the Second Offer Capital Contribution, the Merger Capital Contribution and any Subsequent Capital Contribution.

"Certificate" shall mean the Certificate of Formation of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the office of the Secretary of State of the State of Delaware pursuant to the Delaware Act.

"Class A Interest," "Class B Interest" and "Class C Interest" shall have the respective meanings set forth in Section 4.4 hereof.

"Co-CEOs" shall have the meaning specified in Section 5.12(a) hereof.

"Co-Chairmen" shall have the meaning specified in Section 5.12(a) hereof.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, or any corresponding United States federal tax statute enacted after the date of this Agreement. A reference to a specific section (§) of the Code refers not only to such specific section but also to any corresponding provision of any United States federal tax statute enacted after the date of this Agreement, as such specific section or corresponding

provision is in effect on the date of application of the provisions of this Agreement containing such reference.

"Company" shall have the meaning set forth in the preamble hereto.

"Covered Person" shall mean any officer, director, employee or agent of the Company or its Affiliate other than an officer, director or employee of CSX, NSC or their respective Affiliates.

"CRC" shall mean Consolidated Rail Corporation, a Pennsylvania corporation.

"CRR" shall mean Conrail Inc., a Pennsylvania corporation.

"CRR Shares" shall have the meaning set forth in Section 6.1(b) hereof.

"CSX" shall have the meaning set forth in the preamble hereof.

"CSX Co-CEO" shall have the meaning set forth in Section 5.12(a) hereof.

"CSX Co-Chairman" shall have the meaning set forth in Section 5.12(a) hereof.

"CSX Directors" shall have the meaning set forth in Section 5.2(b) hereof.

"CSX Members" shall mean CSX and its Affiliates who may be Members of the Company.

"CSX/NSC Letter Agreement" shall have the meaning set forth in the recitals hereof.

"CSX Sub" shall have the meaning set forth in the preamble hereof.

"Delaware Act" shall have the meaning set forth in the preamble hereof.

"Depreciation" shall mean, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other period; provided, however, that, if the Gross Asset Value of an asset differs from its adjusted basis for United States federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the United States federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year or other period bears to such beginning adjusted tax basis; and provided, further, that if the United States federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Members.

"Directors" shall mean those individuals elected as Directors pursuant to Article V.

"Distributions" shall mean distributions of cash or other property made by the Company with respect to the Class C Interests. All Distributions shall be made with respect to each Class C Interest equally. Distributions shall not mean distributions of cash or other property to holders of Interests for reasons other than their ownership of such Interests.

"Economic Percentage Interest," with respect to any Member, shall mean the number of Class C Interests owned by such Member divided by the sum of the total number of Class C Interests in the Company (expressed as a percentage of one hundred percent rounded to the nearest one-thousandth of percent).

"Fiscal Year" shall mean (a) the period commencing upon the date of this Agreement and ending on December 31, 1997, (b) any subsequent twelve-month period commencing on January 1 and ending on December 31 or (c) any portion of the period described in clause (b) of this sentence for which the Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Article VII hereof.

"GAAP" means generally accepted accounting principles in the United States.

"Green Stock" shall have the meaning set forth in Section 7.3 hereof.

"Gross Asset Value" means, with respect to any asset, such asset's adjusted basis for United States federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by a resolution of the Board;

(b) the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by a resolution of the Board, as of the following times: (i) immediately prior to the acquisition of an additional Interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (ii) immediately prior to the distribution by the Company to a Member of more than a *de minimis* amount of Company assets in redemption of an Interest in the Company; and (iii) the liquidation of the Company within the meaning of Treasury Regulation § 1.704-1(b)(2)(ii)(g); and

(c) the Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution, as determined by a resolution of the Board.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a) or paragraph (b) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"Initial Capital Contribution" shall have the meaning set forth in Section 6.1 hereof.

"Interest" shall mean a unit of limited liability company interest owned by a Member in the Company which represents, in respect of any Class C Interest, a right to allocations of the profits and losses of the Company and a right to receive distributions of the Company's assets and represents, in respect of the Class A Interest and the Class B Interest, a right to participate in certain voting and/or management rights and a right to receive distributions as provided in Section 14.3(c), in each case in accordance with the provisions of this Agreement and the Delaware Act.

"Managers" shall have the meaning set forth in Section 5.1 hereof.

"Member" shall mean any Person named as a member of the Company in the preamble hereof and on Schedule A hereto and includes any Person who acquires an Interest pursuant to the provisions of this Agreement. For purposes of the Delaware Act, the Members shall constitute three (3) classes or groups of members.

"Merger" shall have the meaning set forth in the Merger Agreement.

"Merger Agreement" shall mean the Merger Agreement, dated as of October 14, 1996, by and among CSX, CRR and Green Acquisition Corp., as amended.

"Merger Capital Contribution" shall have the meaning set forth in Section 6.1 hereof.

"NSC" shall have the meaning set forth in the recitals hereto.

"NSC Co-CEO" shall have the meaning set forth in Section 5.12(a).

"NSC Co-Chairman" shall have the meaning set forth in Section 5.12(a).

"NSC Directors" shall have the meaning set forth in Section 5.2(b) hereof.

"NSC Members" shall mean NSC and its Affiliates who may be Members of the Company.

"Officers" means those Persons appointed by the Board to manage the day-to-day affairs of the Company pursuant to Section 5.12 hereof.

"Percentage" shall mean, in the case of the CSX Members, 42% and, in the case of the NSC Members, 58%.

"Person" includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company or other legal entity or organization.

"Profits" and "Losses" means, for each Fiscal Year, an amount equal to the Company's taxable income or loss for such Fiscal Year, determined in accordance with § 703(a) of the Code (but including in taxable income or loss, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to § 703(a)(1) of the Code), with the following adjustments:

(a) any income of the Company exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(b) any expenditures of the Company described in § 705(a)(2)(B) of the Code (or treated as expenditures described in § 705(a)(2)(B) of the Code pursuant to Treasury Regulation § 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(c) in the event the Gross Asset Value of any Company asset is adjusted in accordance with paragraph (b) or paragraph (c) of the definition of "Gross Asset Value" above, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) gain or loss resulting from any disposition of any asset of the Company with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value; and

(e) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with the definition of "Depreciation" above.

"Second Offer" shall mean the Amended Second Offer as defined in the CSX/NSC Letter Agreement.

"Second Offer Capital Contribution" shall have the meaning set forth in Section 6.1 hereof.

"STB Denial" shall have the meaning specified in the Amended and Restated Voting Trust Agreement to be entered into among CSX, NSC, the Company, Tender Sub and Deposit Guaranty National Bank following consummation of the Second Offer, the form of which is Exhibit E-1 to the Fourth Amendment, dated April 8, 1997, to the Merger Agreement.

"Subsequent Capital Contribution" shall have the meaning set forth in Section 6.1 hereof.

"Surviving Corporation" shall have the meaning given in the Merger Agreement.

"Tax Matters Partner" shall have the meaning set forth in Section 10.1(a) hereof.

"Tender Sub" shall have the meaning set forth in Section 7.3(a).

"Treasury Regulations" means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Voting Percentage Interest" shall mean, in the case of the CSX Members, 50% and, in the case of the NSC Members, 50%.

Section 1.2 Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

ARTICLE II

FORMATION AND TERM

Section 2.1 Formation. (a) Subject to the filing of the Certificate with the Office of the Secretary of State of the State of Delaware as provided in Section 2.3, the Members hereby form the Company as a limited liability company under and pursuant to the provisions of the Delaware Act, and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided herein.

(b) Upon the execution of this Agreement or a counterpart of this Agreement and the making of the Initial Capital Contributions contemplated by Section 6.1(a), CSX and NSC shall be admitted as Members of the Company with the number and type of Interests reflected on Schedule A. CSX Sub shall be admitted as a Member of the Company upon its execution of this Agreement or a counterpart of this Agreement and its first making of a Capital Contribution as provided in Section 6.1(b). At such time, Schedule A shall be revised to reflect such admission.

(c) The name and mailing address of each Member and the amount contributed to the capital of the Company shall be listed on Schedule A attached hereto.

(d) Catherine D. Ledyard is hereby designated an authorized person, within the meaning of the Delaware Act, to execute, deliver and file, or cause the execution, delivery and filing of the certificate of formation. The Secretary of the Company is hereby designated an authorized person, within the meaning of the Delaware Act, to execute, deliver and file, or cause the execution, delivery and filing of, all certificates, notices or other instruments (and any amendments and/or restatements thereof) required or permitted by the Delaware Act to be filed in the office of the Secretary of State of Delaware and any other certificates, notices or other instruments (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

Section 2.2 Name. The name of the Company shall be CRR Holdings LLC.

Section 2.3 Term. The term of the Company shall commence on the date the Certificate is filed in the office of the Secretary of State of the State of Delaware, which shall be the date hereof, and shall continue perpetually unless the Company is dissolved

pursuant to Section 14.2, which dissolution shall be carried out pursuant to the Delaware Act and the provisions of this Agreement.

Section 2.4 Registered Agent and Office. The Company's registered agent and office in Delaware shall be the Corporation Trust Company, Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle.

Section 2.5 Principal Place of Business. The principal place of business of the Company shall be in the Commonwealth of Virginia or such other location as the Board may designate from time to time and embody in a writing to be filed with the records of the Company.

Section 2.6 Qualification in Other Jurisdictions. The Officers shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business and such qualification, formation or registration is necessary or appropriate for the transaction of such business.

ARTICLE III

PURPOSE AND POWERS OF THE COMPANY

Section 3.1 Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Act, and engaging in any and all activities which the Officers and/or Directors, as the case may be, deem necessary, convenient, desirable or incidental to the foregoing.

Section 3.2 Powers of the Company. (a) The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose set forth in Section 3.1, including the power to consummate the Second Offer and the Merger and to hold, transfer and dispose of the capital stock of CRR.

(b) The Company may merge with, or consolidate into, another corporation, partnership, limited liability company or other business entity (as defined in Section 18-209(a) of the Delaware Act) or convert pursuant to Section 18-216 of the Delaware Act upon the approval of the holder of the Class A Interest and the holder of the Class B Interest and the Board.

ARTICLE IV

MEMBERS

Section 4.1 Members. The name and mailing address of each Member and the number and class of Interests owned thereby shall be listed on Schedule A attached hereto. The Secretary or other designated Officer shall be required to update Schedule A from time to time as necessary to accurately reflect changes in address and/or the ownership

of Interests. Any amendment or revision to Schedule A made in accordance with this Agreement shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time.

Section 4.2 Powers of Members. Except as provided in Section 4.10, Members shall not have the authority to bind the Company by virtue of their status as Members.

Section 4.3 Member's Interest. A Member's Interests shall for all purposes be personal property. A Member shall have no interest in specific Company assets or property, including any assets or property contributed to the Company by such Member as part of any Capital Contribution.

Section 4.4 Classes. (a) The Interests shall be divided between Class A Interests, Class B Interests and Class C Interests.

(b) There shall be authorized one Class A Interest and one Class B Interest, neither of which may be subdivided and each of such Interests shall have identical rights and terms in all respects except as specifically set forth in Article V of this Agreement. The Class A and Class B Interests collectively shall have all management and voting rights set forth in this Agreement and provided for under the Delaware Act and shall have no rights to allocations of Profits and Losses or to distributions except as specifically set forth in Article XIV of this Agreement.

(c) There shall be authorized 10,000 Class C Interests. Each Class C Interest shall have rights and terms identical to each other Class C Interest and may not be subdivided. The Class C Interests shall have all rights to any allocation of Profits and Losses and to any distributions as may be authorized under this Agreement and under the Delaware Act. In no event shall Class C Interests have management or voting rights under the Delaware Act or otherwise.

Section 4.5 Partition. Each Member waives any and all rights that it may have to maintain an action for partition of the Company's property.

Section 4.6 Resignation; Redemption. A Member ceases to be a Member at the time such Member ceases to own any Interests. Interests are redeemable only at the time and upon the terms mutually agreed upon by the holder of the Class A Interest and the holder of the Class B Interest.

Section 4.7 Annual Meetings. Annual meetings of Members for the designation of Directors, and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without of the State of Delaware, and at such time and date as the Board, by resolution, shall determine. At each annual meeting, the Members shall designate Directors in accordance with Section 5.2(b) and they may transact such other business as shall be stated in the notice of the meeting.

Section 4.8 Special Meetings. Special meetings of the Members for any purpose or purposes may be called only by both Co-Chairmen of the Board acting together, by both Co-CEOs acting together or by a resolution of the Board.

Section 4.9 Voting. Each Member entitled to vote in accordance with the terms of this Agreement may vote in person or by proxy. Except in the case of designation of Directors and unless otherwise provided for by this Agreement, (i) all matters to be decided by the Members shall be decided by the unanimous vote of the holder of the Class A Interest and the holder of the Class B Interest and no matter may be decided without such affirmative concurrence and (ii) the holder of the Class A Interest and the holder of the Class B Interest shall vote together as one class on all matters upon which a vote is held. Notwithstanding anything to the contrary in this Agreement or in the Delaware Act, the holders of Class C Interests shall have no management or voting rights.

Section 4.10 Actions by Members. A Member may take actions on behalf of the Company only pursuant to an explicit grant of authority to do so by the Board, which grant has been approved by a resolution of the Board.

Section 4.11 Quorum. Except as otherwise required by law, the presence, in person or by proxy, of the holder of the Class A Interest and the holder of the Class B Interest shall constitute a quorum at all meetings of the Members. In case a quorum shall not be present at any meeting, Members holding a majority of the Voting Percentage Interest held by Members represented thereat, in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of Interests shall be present. At any such adjourned meeting at which the requisite amount of Interests shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed.

Section 4.12 Notice of Meetings. Written notice, stating the place, date and time of the meeting, and the general nature of the business to be considered, shall be given to each Member, at such Member's address as it appears on the records of the Company, not less than ten (10) nor more than sixty (60) days before the date of the meeting. No business other than that stated in the notice shall be transacted at any meeting without the unanimous consent of all the Members entitled to vote thereat.

Section 4.13 Action Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holder of the Class A Interest and the holder of the Class B Interest.

ARTICLE V

MANAGEMENT

Section 5.1 Managers. In accordance with Section 18-402 of the Delaware Act, management of the Company shall be vested in the managers of the Company (the "Managers"), who shall be divided between Officers and Directors. Managers may not be Members. A person designated as a Director or appointed as an Officer is by such designation or appointment designated a manager of the Company by the Members for purposes of the Delaware Act. Except as expressly provided herein or as delegated by the Board, Officers shall not have authority to bind the Company by virtue of their status as Managers of the Company.

Section 5.2 Duties, Number, Designation and Term of Directors. (a) The business and affairs of the Company shall be managed under the direction of a Board of Directors of the Company consisting of six persons as provided below (the "Board"). Except as to matters expressly delegated to Officers of the Company, the approval of the Board shall be required for any action or decision of the Company. The power of the Board to approve such actions and decisions shall be exclusive to the Board, and no Officer may take any action or make any decision referred to in the foregoing sentence without the approval of the Board, if such approval is required.

(b) The Directors shall be divided into two classes of three Directors. Three Directors shall be designated by the holder of the Class A Interest (the "CSX Directors") who shall be directors, officers or employees of the holder of the Class A Interest (or such holder's subsidiary), and three Directors shall be designated by the holder of the Class B Interest (the "NSC Directors") who shall be directors, officers or employees of the holder of the Class B interest (or such holder's subsidiary). The CSX Directors may appoint by majority vote the CSX Co-Chairman and the CSX Co-CEO from the CSX Directors (who may but need not be the same person). The NSC Directors may appoint by majority vote the NSC Co-Chairman and the NSC Co-CEO from the NSC Directors (who may but need not be the same person).

(c) Directors shall be designated to serve until the earlier of (i) the designation and qualification of his or her successor or (ii) removal of such Director in accordance with Section 5.5 of this Agreement.

(d) Unless otherwise specified herein, any action or decision of the Board, whether at a meeting of the Board or by written consent, may only be taken if approved by a majority of the CSX Directors and a majority of the NSC Directors.

Section 5.3 Resignation of Directors. Any Director may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and, if no time be specified, at the time of its receipt by the Co-Chairmen of the Board, the Co-CEOs or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

Section 5.4 Vacancies on the Board of Directors. (a) If the office of any CSX Director becomes vacant, the remaining CSX Directors, though less than a quorum, by a majority vote, may appoint any qualified individual to fill such vacancy, who shall hold office for the unexpired term and until his or her successor shall be duly chosen. If the office of any CSX Director becomes vacant and there are no remaining CSX Directors, the holder of the Class A Interest may appoint any qualified individual to fill such vacancy by a writing to such effect without consideration as to whether the requirements of Section 4.12 have been met.

(b) If the office of any NSC Director becomes vacant, the remaining NSC Directors, though less than a quorum, by a majority vote, may appoint any qualified individual to fill such vacancy, who shall hold office for the unexpired term and until his or her successor shall be duly chosen. If the office of any NSC Director becomes vacant and there are no remaining NSC Directors, the holder of the Class B Interest may appoint any qualified individual to fill such vacancy by a writing to such effect without consideration as to whether the requirements of Section 4.12 have been met.

Section 5.5 Removal of a Director. (a) Any CSX Director may be removed either for or without cause at any time, but only by the holder of the Class A Interest in a writing to such effect.

(b) Any NSC Director may be removed either for or without cause at any time, but only by the holder of the Class B Interest in a writing to such effect.

Section 5.6 Committees of Directors. The Board may, by resolution or resolutions of the Board, designate one or more committees, each committee to consist of two or more Directors of the Company and an equal number of CSX Directors and of NSC Directors. Any such committee, to the extent provided in the resolution of the Board establishing such committee, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company. Copies of the agendas and minutes of any meetings of committees designated by the Board pursuant to this Section 5.6 shall be distributed to all Directors.

Section 5.7 Meetings of the Board of Directors. The newly designated Directors may hold their first meeting for the purpose of organization and the transaction of business, if a quorum be present, immediately after the formation of the Company, or the time and place of such meeting may be fixed by consent of all the Directors. Regular meetings of the Board may be held without notice at such places and times as shall be determined from time to time by resolution of the Board. Special meetings of the Board may be called by both Co-Chairmen of the Board acting together, and shall be called by the Secretary (or person performing a similar function) on the written request of a majority of the CSX Directors or a majority of the NSC Directors, upon at least one day's notice to each Director (except that notice to any Director may be waived in writing by such Director), and shall be held at such place or places as may be determined by the Board, or as shall be stated in the call of the meeting. Copies of agendas and minutes of all meetings of the Board shall be distributed to all Directors. Members of the Board, or any committee designated by the Board, may participate in any meeting of the Board or any committee thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 5.8 Quorum of a Board of Directors Meeting. The presence in person of both a majority of the CSX Directors and a majority of the NSC Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. The vote of a majority of the CSX Directors and a majority of the NSC Directors present at a meeting at which a quorum is present shall be the act of the Board unless this Agreement or the Delaware Act shall require the vote of a greater number.

Section 5.9 Compensation of Directors. Directors shall not receive any stated salary for their services as Directors or as members of committees of the Board, but by resolution adopted by the Board, a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any Director from serving the Company in any other capacity as an Officer, agent or

otherwise, and receiving compensation therefor or from serving a Member in the capacity of officer, agent or otherwise and receiving compensation therefor.

Section 5.10 Action Without Board of Directors Meeting. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if a written consent thereto is signed by the number and type of Directors as would be required to take such action at a meeting, and such written consent is filed with the minutes of proceedings of the Board or such committee.

Section 5.11 Transactions with Affiliates. Notwithstanding anything to the contrary contained in this Agreement (including Section 5.8 hereof), the approval of the Board shall be required for the consummation of an Affiliate Transaction. The Company and its subsidiaries shall not enter into an Affiliate Transaction prior to such approval.

Section 5.12 Officers. (a) The Officers of the Company shall be two Co-Chairmen of the Board, two Co-Chief Executive Officers, one or more Vice Presidents, a Treasurer and a Secretary, as may be established by the Board, all of whom shall be elected by the Board and shall hold office until their successors are duly elected and qualified. In addition, the Board may elect such Assistant Secretaries and Assistant Treasurers as it deems proper. The Board may also establish additional or alternate offices of the Company as it deems advisable, and such offices shall be filled with such Officers, who shall perform such duties and serve such terms, as the Board shall determine from time to time.

(i) The Co-Chairmen of the Board. As set forth in Section 5.2(b), the CSX Directors shall have the right to appoint one CSX Director as Co-Chairman of the Board (the "CSX Co-Chairman"), and the NSC Directors shall have the right to appoint one NSC Director as Co-Chairman of the Board (the "NSC Co-Chairman"), and together with the CSX Co-Chairman, the "Co-Chairmen"). The Co-Chairmen of the Board shall preside at all meetings of the Board and shall have and perform such other duties as may be assigned to them by the Board.

(ii) The Co-Chief Executive Officers. As set forth in Section 5.2(b), the CSX Directors shall have the right to appoint one Co-CEO (the "CSX Co-CEO"), and the NSC Directors shall have the right to appoint one Co-CEO (the "NSC Co-CEO"), and together with the CSX Co-CEO, the "Co-CEOs"). The Co-CEOs of the Company shall be the senior executive officers of the Company and shall have the general powers and duties of supervision and management usually vested in the office of the president of a business corporation organized under the General Corporation Law of the State of Delaware and shall report to the Co-Chairmen of the Board. The Co-CEOs shall have the power, acting jointly, to execute bonds, mortgages and other contracts on behalf of the Company, and to cause the seal to be affixed to any instrument requiring it, and when so affixed the seal shall be attested to by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer.

(iii) Vice Presidents. Each Vice President shall have such powers and shall perform such duties as shall be assigned to him or her by the Board.

(iv) Treasurer. The Treasurer shall be the chief financial officer of the Company. The Treasurer shall have the custody of the funds and securities of the

Company and shall keep full and accurate account of receipts and disbursements in books belonging to the Company. The Treasurer shall deposit all cash and other valuables in the name and to the credit of the Company in such depositaries as may be designated by the Board. He or she shall disburse the funds of the Company as may be ordered by the Board, the Co-Chairmen of the Board acting jointly, or the Co-CEOs acting jointly, taking proper vouchers for such disbursements. He or she shall render to the Co-Chairmen of the Board, the Co-CEOs and Board at the regular meetings of the Board, or whenever they may request it, an account of all his or her transactions as Treasurer and of the financial condition of the Company.

(v) Secretary. The Secretary shall give, or cause to be given, notice of all meetings of Members and of the Board and all other notices required by law or by this Agreement, and in case of his or her absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the Co-Chairmen of the Board or the Co-CEOs, or by the Board, upon whose request the meeting is called as provided in this Agreement. The Secretary shall record all the proceedings of the meetings of the Board, any committees thereof and the Members in a book to be kept for that purpose, and shall perform such other duties as may be assigned to him or her by the Board, the Co-Chairmen of the Board or the Co-CEOs. The Secretary shall have the custody of the seal of the Company and shall affix the same to all instruments requiring it, when authorized by the Board, the Co-Chairmen of the Board or the Co-CEOs, and attest to the same.

(vi) Assistant Treasurers and Assistant Secretaries. Assistant Treasurers and Assistant Secretaries, if any, shall be elected and shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the Board.

(b) Officers shall have the exclusive authority to conduct the day-to-day affairs of the Company, subject to Section 5.2. In no event may an Officer take any action for which Board approval is required under Section 5.2 in the absence of such Board approval.

Section 5.13 Duties of Board and Officers. To the fullest extent permitted by law, each CSX Director, the CSX Co-Chairman, and the CSX Co-CEO shall be deemed agents of the holder of the Class A Interest, shall not be deemed agents or sub-agents of the Company or any other Member and shall have no duties (fiduciary or otherwise) to the Company or any other Member. To the fullest extent permitted by law, each NSC Director, the NSC Co-Chairman, and the NSC Co-CEO shall be deemed agents of the holder of the Class B Interest, shall not be deemed agents or sub-agents of the Company or any other Member and shall have no duties (fiduciary or otherwise) to the Company or any other Member. Except to the extent provided herein, all other Officers shall have fiduciary duties of loyalty and care similar to those of officers of business corporations organized under the General Corporation Law of the State of Delaware.

ARTICLE VI

INTERESTS AND CAPITAL ACCOUNTS

Section 6.1 Capital Contributions. (a) Upon formation of the Company, each Member shall contribute to the capital of the Company (each, an "Initial Capital Contribution") the consideration set forth opposite the Member's name on Schedule A attached hereto in the form indicated thereon and in respect of the relevant Interest indicated thereon. The agreed value of the Initial Capital Contributions shall be as set forth on Schedule A.

(b) (i) Immediately prior to the consummation of the Second Offer, each of CSX Sub and NSC, in respect of Class C Interests, shall contribute cash to the capital of the Company (each, a "Second Offer Capital Contribution") to purchase in the Second Offer all shares of CRR common stock and Series A ESOP Convertible Junior Preferred Stock (collectively, "CRR Shares") properly tendered and accepted for payment thereunder. Subject to Section 6.1(c), the Second Offer Capital Contributions of CSX Sub and NSC shall be in amounts such that the aggregate cash amount expended (including only the amounts paid for the CRR Shares and excluding all legal, investment banking and other advisory fees and associated expenses ("Advisor Expenses") and valuing CRR Shares acquired prior to the date hereof by CSX at \$110 per share and by NSC at \$115 per share) to acquire the CRR Shares contributed to the Company in the Initial Capital Contributions plus the aggregate cash amount expended to acquire CRR Shares in the Second Offer plus the aggregate of all Subsequent Capital Contributions made to the Company prior to the Second Offer Capital Contributions by CSX Members and NSC Members is borne by Percentage. In exchange for the Second Offer Capital Contributions, the Company shall issue to CSX Sub or NSC (as applicable) such number of Class C Interests as reflects the relative aggregate Capital Contributions made by the CSX Members, on the one hand, and the NSC Members, on the other hand. At the time the Second Offer Capital Contributions are made, Schedule A shall be revised to reflect such contributions.

(ii) Immediately prior to the consummation of the Merger, each of CSX Sub and NSC, in respect of Class C Interests, shall contribute cash to the capital of the Company (each a "Merger Capital Contribution") to purchase in the Merger all outstanding CRR Shares not already beneficially owned by CSX or NSC. Subject to Section 6.1(c), the Merger Capital Contributions of CSX Sub and NSC shall be in amounts such that the aggregate cash amount expended (including only the amounts paid for the CRR Shares and excluding all Advisor Expenses and valuing all CRR Shares acquired prior to the date hereof by CSX at \$110 per share and by NSC at \$115 per share) to acquire the CRR Shares contributed in the Initial Capital Contributions, plus the aggregate amount expended to acquire CRR Shares in the Second Offer and the Merger plus the aggregate of all Subsequent Capital Contributions made to the Company prior to the Merger Capital Contributions (other than the Second Offer Capital Contributions) by CSX Members and NSC Members is borne by Percentage. In exchange for the Merger Capital Contributions, the Company shall issue to CSX Sub or NSC (as applicable) such number of Class C Interests such that the aggregate number of Class C Interests held by the CSX Members, on the one hand, and the NSC Members, on the other hand, reflects the relative aggregate Capital Contributions made by the CSX Members, on the one hand, and the NSC Members, on the other hand. At the time the Merger Capital Contributions are made, Schedule A shall be revised to reflect such contributions.

(c) Notwithstanding the other provisions of this Section, no CSX Member shall be required to make any Capital Contributions to the Company, other than the Initial Capital Contributions, unless and until the NSC Members shall have made or shall concurrently make at least \$1,757,125,979 in Capital Contributions to the Company.

(d) Members holding Class C Interests shall be required to make additional cash Capital Contributions in respect of such Class C Interests in addition to the Second Offer Capital Contributions and the Merger Capital Contributions (any such Capital Contribution, a "Subsequent Capital Contribution") to the Company as may be agreed by a resolution of the Board. In connection with the foregoing, CSX Sub and NSC, in respect of the Class C Interests, shall be required to make Capital Contributions to fund the operating and other expenses (including indemnities) of the Company by Percentage. To the extent that either CSX or NSC believes that a Capital Contribution is necessary to fund operating and other expenses (including indemnities) but the Board fails to adopt the resolution required to call a Subsequent Capital Contribution in accordance with this paragraph, such matter may be referred to binding arbitration under Article XV. In exchange for any Subsequent Capital Contribution, the Company shall issue to the contributing Members (as applicable) such number of Class C Interests such that the aggregate number of Class C Interests held by the CSX Members, on the one hand, and the NSC Members, on the other hand, reflects the relative aggregate Capital Contributions made by the CSX Members, on the one hand, and the NSC Members, on the other hand. At the time any Subsequent Capital Contributions are made, Schedule A shall be revised to reflect such contributions.

(e) A resolution of the Board calling for Subsequent Capital Contributions shall be a condition to each Member's obligations to make Subsequent Capital Contributions. The provisions of this Section 6.1 are intended solely to benefit the Members (and their respective Affiliates for purposes of Section 11.10) and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and no Member shall have any duty or obligation to any creditor of the Company to make any Subsequent Capital Contributions or to cause the Board to adopt a resolution calling for Subsequent Capital Contributions.

Section 6.2 Status of Capital Contributions. (a) Except as otherwise provided in this Agreement, the Capital Contributions of a Member holding Class C Interests may be returned to it, in whole or in part, at any time, but only with the consent of the Board acting by a resolution. Any such returns of Capital Contributions shall be made to all Members holding Class C Interests in proportion to their Economic Percentage Interests. Notwithstanding the foregoing, no return of Capital Contributions shall be made hereunder if such distribution would violate applicable state law. Under circumstances requiring a return of any Capital Contribution, no Member shall have the right to demand or receive property other than cash, except as may be specifically provided in this Agreement.

(b) No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company or otherwise in its capacity as a Member, except as otherwise specifically provided in this Agreement with respect to allocations and distributions.

(c) Except as otherwise provided herein and by the Delaware Act, the Members shall be liable only to make their Capital Contributions pursuant to Section 6.1 hereof, and no Member shall be required to lend any funds to the Company or, after a Member's Capital Contributions have been fully paid pursuant to Section 6.1 hereof, to make any additional capital contributions to the Company except as provided herein or therein. Other than as provided herein or under the Delaware Act, no Member shall have any personal liability for the payment of any Capital Contribution of any other Member.

Section 6.3 Capital Accounts. (a) An individual Capital Account shall be established and maintained for each Member by class of Interest.

(b) The Capital Account of each Member by class of Interest shall be maintained in accordance with the following provisions:

(i) to such Member's Capital Account for the Class C Interests there shall be credited such Member's Capital Contributions, Profits allocated to such Member under Sections 7.1 and 7.2 hereof and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company assets distributed to such Member;

(ii) to such Member's Capital Account for the Class C Interests there shall be debited the amount of cash and the Gross Asset Value of any Company assets transferred to such Member in a Distribution pursuant to any provision of this Agreement, Losses allocated to such Member under Sections 7.1 and 7.2 hereof and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company;

(iii) in determining the amount of any liability for purposes of this subsection (b), there shall be taken into account § 752(c) of the Code and any other applicable provisions of the Code and the Treasury Regulations; and

(iv) in no event shall there be any credits or debits to the Capital Accounts for the Class A Interest and the Class B Interest other than with respect to the Initial Capital Contribution related to each such Interest.

Section 6.4 Advances. Subject to the limitations set forth in Section 5.11 hereof, if any Member shall advance any funds to the Company in excess of its Capital Contributions, the amount of such advance shall neither increase its Capital Account nor entitle it to any increase in its share of the Distributions of the Company. Subject to the limitations set forth in Section 5.11 hereof, the amount of any such advance shall be a debt obligation of the Company to such Member and shall be repaid to it by the Company with such interest rate, conditions and terms as mutually agreed upon by such Member and the Board. Any such advance or obligation shall be deemed to be an Affiliate Transaction and shall be presented for approval in accordance with Section 5.11 hereof. Any such advance shall be payable and collectible only out of Company assets, and the other Members shall not be personally obligated to repay any part thereof. No Person who makes any nonrecourse loan to the Company shall have or acquire, as a result of making such loan, any direct or indirect interest in the profits, capital or property of the Company, other than as a creditor.

ARTICLE VII

ALLOCATIONS

Section 7.1 Profits and Losses. (a) Subject to the allocation rules of Section 7.2 hereof, Profits for any Fiscal Year shall be allocated among the Members holding Class C Interests in proportion to their respective Economic Percentage Interests.

(b) Subject to the allocation rules of Section 7.2 hereof, Losses for any Fiscal Year shall be allocated among the Members holding Class C Interests in proportion to their Economic Percentage Interests.

Section 7.2 Allocation Rules. (a) No allocations shall be made in respect of the Class A Interest or the Class B Interest.

(b) In the event there is a change in the respective Economic Percentage Interests of Members during the year, the Profits (or Losses) allocated to the Members for each Fiscal Year during which there is a change in the respective Economic Percentage Interests of Members during the year shall be allocated among the Members in proportion to the Economic Percentage Interests during such Fiscal Year in accordance with § 706 of the Code, using any convention permitted by law and selected by the Board.

(c) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Board using any method that is permissible under § 706 of the Code and the Treasury Regulations thereunder.

(d) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, credit and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits and Losses for the Fiscal Year in question.

(e) The Members are aware of the income tax consequences of the allocations made by this Article VII and hereby agree to be bound by the provisions of this Article VII in reporting their shares of Company income, gain, loss, deduction and credit for income tax purposes.

Section 7.3 Tax Allocations: Section 704(c) of the Code. (a) In accordance with § 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for United States federal income tax purposes and its initial Gross Asset Value (computed in accordance with paragraph (a) of the definition of "Gross Asset Value" contained in Section 1.1 hereof). No § 704(c) adjustment shall occur with respect to CSX's contribution of the stock (the "Green Stock") of Green Acquisition Corp. ("Tender Sub"), which is being valued for all purposes at \$1,955,252,640. Any revaluation of (or gain or loss with respect to) the Green Stock shall be allocated to all of the Members as provided herein as appreciation or depreciation (or gain or loss) occurring after contribution.

(b) In the event the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) of the definition of "Gross Asset Value" contained in Section 1.1 hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall, solely for income tax purposes, take account of any variation between the adjusted basis of such asset for United States federal income tax purposes and its Gross Asset Value in the same manner as under § 704(c) of the Code and the Treasury Regulations thereunder.

(c) Any elections or other decisions relating to allocations under this Section 7.3 shall be made by the Members in any manner that reasonably reflects the purpose and intention of this Agreement consistent with proposed Treasury Regulation § 1.704-1(c) or subsequently adopted Treasury Regulations. Allocations pursuant to this Section 7.3 are solely for purposes of United States federal, state and local taxes, and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

ARTICLE VIII

DISTRIBUTIONS

Section 8.1 Distributions: Special Distribution. The Board may, by resolution, at any regular or special meeting, declare and make Distributions of cash or property in such amounts and at such times as it deems appropriate, at its sole discretion.

Section 8.2 Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution if such Distribution would violate Section 18-607 of the Delaware Act or other applicable law, but shall instead make such Distribution as soon as practicable after the making of such Distribution would not cause such violation.

ARTICLE IX

BOOKS AND RECORDS

Section 9.1 Books, Records and Financial Statements. (a) The Company shall at all times maintain, at its principal place of business, separate books of account for the Company that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company in accordance with GAAP consistently applied, and, to the extent inconsistent therewith, in accordance with this Agreement. Such books of account, together with a copy of this Agreement and the Certificate, shall at all times be maintained at the principal place of business of the Company and shall be open to inspection and examination at reasonable times by each Member and its duly authorized representatives for any purpose reasonably related to such Member's interest in the Company.

(b) The Officers shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Company. The following financial information, prepared in accordance with GAAP and applied on a basis consistent with prior periods, which shall be audited and certified to by an independent certified public accountant, shall

be transmitted by the Company to each Member as soon as reasonably practicable and in no event later than 21 days after the close of each Fiscal Year:

(i) balance sheet of the Company as of the beginning and close of such Fiscal Year;

(ii) statement of Profits and Losses for such Fiscal Year;

(iii) statement of each Member's Capital Account as of the close of such Fiscal Year, and changes therein during such Fiscal Year;

(iv) statement of the Company's cash flows during such Fiscal Year; and

(v) a statement indicating such Member's share of each item of Company income, gain, loss, deduction or credit for such Fiscal Year for income tax purposes, which statement shall include or consist of a Schedule K-1 to the Company's Internal Revenue Service Form 1065 (or any corresponding schedule to any successor form) for such Fiscal Year.

(c) Within 5 days after the end of each fiscal quarter, the Company shall prepare and provide to each Member an unaudited balance sheet of the Company with respect to such quarter, a statement of the profits and losses of the Company for such quarter and a statement of cash flows during such quarter, each of which shall be prepared in accordance with GAAP, applied on a basis consistent with prior periods, and certified by the Chief Financial Officer of the Company.

Section 9.2 Accounting Method. For both financial and tax reporting purposes and for purposes of determining Profits and Losses, the books and records of the Company shall be kept on the accrual method of accounting prepared in accordance with GAAP and the Code, respectively, applied on a basis consistent with prior periods, and shall reflect all Company transactions and be appropriate and adequate for the Company's business.

Section 9.3 Annual Audit. The financial statements of the Company shall be audited by an independent certified public accountant, selected by at least two-thirds vote of the Board, with such audit to be accompanied by a report of such accountant containing its opinion. The cost of such audit shall be an expense of the Company.

ARTICLE X

TAX MATTERS

Section 10.1 Tax Matters. (a) The "Tax Matters Partner" of the Company for purposes of § 6231(a)(7) of the Code shall have the power to manage and control, on behalf of the Company, any administrative proceeding at the Company level with the Internal Revenue Service or any other taxing authority relating to the determination of any item of Company income, gain, loss, deduction or credit for United States federal, state, local or foreign income or franchise tax purposes. The Tax Matters Partner shall take such action as may be reasonably necessary to constitute each other Member a "notice partner"

within the meaning of § 6231(a)(8) of the Code. The Tax Matters Partner shall cause to be prepared for each taxable year of the Company the federal, state and local tax returns and information returns, if any, which the Company is required to file, copies of which returns shall be available for inspection, examination, and approval by any Member or any of its representatives during reasonable business hours, and all of such persons shall be entitled to make copies or extracts thereof. Where the Members are required to file federal, state or local income tax returns by reason of their interest in the Company, the Tax Matters Partner shall cause them to be furnished with the relevant returns filed by the Company. The Tax Matters Partner shall notify each other Member of all material matters that come to its attention in its capacity as Tax Matters Partner. The Tax Matters Partner shall not (i) sign or file an Internal Revenue Service Form 1065 (or any successor form or corresponding state, local or foreign form) on behalf of the Company, (ii) grant any Person a power of attorney relating to any tax matter and/or declare any Person as a representative of the Company with respect to any tax matter (whether on Internal Revenue Service Form 2848 or otherwise), (iii) take any action to enter into any agreement with the Internal Revenue Service or any other taxing authority to extend the limitation period for assessment of any tax pursuant to § 6229 of the Code or any state, local or foreign income or franchise tax law, (iv) settle any dispute with the Internal Revenue Service or any other taxing authority regarding a disallowance of deductions or an increase in income or (v) take any other action relating to tax audit or contested matters, in each case without prior consultation with and consent of the NSC Co-CEO and the CSX Co-CEO. The position of Tax Matters Partner shall alternate between CSX and NSC in two tax-year intervals. The initial Tax Matters Partner shall be CSX.

(b) The Company shall, within ten (10) days of the receipt of any notice from the Internal Revenue Service or any state, local or foreign tax authority in any administrative proceeding at the Company level relating to the determination of any Company item of income, gain, loss, deduction or credit, mail a copy of such notice to each Member.

Section 10.2 Right to Make Section 754 Election. The Board may, in its sole discretion, make or apply for permission with the Commissioner of the Internal Revenue Service to revoke, on behalf of the Company, an election in accordance with § 754 of the Code, so as to adjust the basis of Company property in the case of a distribution of property within the meaning of § 734 of the Code, and in the case of a transfer of a Company interest within the meaning of § 743 of the Code. Each Member shall, upon request of the Company, supply the information necessary to give effect to such an election.

Section 10.3 Taxation as Partnership. The Company shall be treated as a partnership for United States federal, state, local and foreign tax purposes and will make any necessary elections to achieve such status.

ARTICLE XI

LIABILITY, EXCULPATION AND INDEMNIFICATION

Section 11.1 Liability. Except as otherwise provided by the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no

Covered Person or Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person or Member.

Section 11.2 Exculpation. (a) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, the Board or an appropriate Officer or employee of the Company, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence, fraud or willful misconduct.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, Profits or Losses or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

Section 11.3 Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any Member, a Covered Person acting under this Agreement shall not be liable to the Company or to any Member for its good faith acts or omissions in reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person.

Section 11.4 Indemnification. To the fullest extent permitted by applicable law a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence, fraud or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

Section 11.5 Expenses. To the fullest extent permitted by applicable law, reasonable expenses (including reasonable legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 11.4 hereof.

Section 11.6 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Board by resolution shall deem reasonable or appropriate, on behalf of Covered Persons and such other Persons as the Board by resolution shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement. The Members and the Company may enter into indemnity contracts with Covered Persons and such other Persons as the Board shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 11.5 hereof and containing such other procedures regarding indemnification as are appropriate.

Section 11.7 Outside Businesses. Any Member or Affiliate thereof may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the Members shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. No Member or Affiliate thereof shall be obligated to present any particular investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and any Member or Affiliate thereof shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity. The provisions of this Section 11.7 shall not in any way limit, modify or amend the terms of any noncompetition, license or employment agreement that may be entered into between the Company and any Member, which terms shall be binding on the parties thereto.

Section 11.8 Third Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement.

Section 11.9 Non-Covered Persons. Notwithstanding anything to the contrary contained herein or in the Delaware Act, no officer, director or employee of CSX or NSC or their respective Affiliates shall be indemnified or exculpated with respect to acts taken in a capacity of Officer, Director or agent of the Company, any such liabilities to be borne by CSX or NSC, respectively.

Section 11.10. Certain Liabilities. The Company shall, to the fullest extent permitted by law, indemnify and hold harmless the Members and their respective Affiliates, and CSX Sub and NSC shall share by Percentage through Subsequent Capital Contributions, all liabilities, losses, damages, expenses and costs incurred following April 8, 1997 relating to the Merger Agreement (including for CRR Shares, if any, that are "put" pursuant to Pennsylvania law) other than (a) Advisor Expenses, which will be paid by the incurring party, and (b) (i) CSX's, CRR's and the Surviving Corporation's liability to current or former CRR shareholders for the claims pending as of April 8, 1997 in the CRR shareholders litigation pending as of April 8, 1997 (other than litigation brought by NSC or its affiliates), which liability, together with all related litigation costs (which shall not include CRR legal fees incurred prior to April 8, 1997), shall be borne solely by CSX, and (ii) CSX's, Tender Sub's, CRR's and the Surviving Corporation's, on the one hand, or NSC's and AAC's, on the other hand, liability for disclosure-based claims based on disclosures made

prior to April 8, 1997 brought by current or former CRR shareholders in connection with the Merger Agreement or the Second Offer or the transactions contemplated thereby based on the accuracy or completeness of information supplied by such party, which liability, together with all related litigation costs (which shall not include CRR legal fees incurred prior to the date hereof), shall be solely the responsibility of CSX or NSC, respectively. In addition, to the extent that any claims are made under or in connection with the Merger Agreement against the Surviving Corporation, CSX or NSC or any of their respective Affiliates, the Company shall, to the fullest extent permitted by law, indemnify and hold harmless the Members and their respective Affiliates against all liabilities, losses, damages, expenses and costs, and CSX Sub and NSC shall share any liability thereunder by Percentage through Subsequent Capital Contributions, except to the extent that any such liability results from a breach by the indemnified party of the terms of the CSX/NSC Letter Agreement and except as specifically provided in the immediately preceding sentence.

ARTICLE XII

ADDITIONAL MEMBERS

Section 12.1 Admission. Except as provided in Section 2.1(b) and 13.1, the Company may not admit any new Members and may issue no new Class A or Class B Interests. The Company may issue Class C Interests only as provided in Article VI.

Section 12.2 Allocations. Additional Interests shall not be entitled to any retroactive allocation of the Company's income, gains, losses, deductions, credits or other items; provided that, subject to the restrictions of § 706(d) of the Code, Additional Interests shall be entitled to their respective share of the Company's income, gains, losses, deductions, credits and other items arising under contracts entered into before the effective date of the issuance of any Additional Interests to the extent that such income, gains, losses, deductions, credits and other items arise after such effective date. To the extent consistent with § 706(d) of the Code and Treasury Regulations promulgated thereunder, the Company's books may be closed at the time Additional Interests are admitted (as though the Company's tax year had ended) or the Company may credit to the Additional Interests pro rata allocations of the Company's income, gains, losses, deductions, credits and other items for that portion of the Company's Fiscal Year after the effective date of the issuance of the Additional Interests.

ARTICLE XIII

ASSIGNMENTS

Section 13.1 Assignments of Interests Generally. A Member may not, directly or indirectly, sell, assign, transfer, pledge, hypothecate, mortgage or dispose of, by gift or otherwise, or in any way encumber ("Assign," and such act, an "Assignment") all or any part of the Interests or Additional Interests owned by such Member without the consent of the holder of the Class A Interest and the holder of the Class B Interest and any attempt to do so shall be void *ab initio* to the maximum extent permitted by law; provided that (i) any Member, without the consent of the other Members, may assign all or any part of its Interests under this Agreement to any of its wholly-owned subsidiaries and (ii) each of CSX

and NSC may assign all or any part of its Interests under this Agreement to any successor to CSX or CSX Transportation Inc., on the one hand, or to NSC or Norfolk Southern Railway Company, on the other hand, respectively, in the event of a merger, consolidation, sale of all or substantially all its assets, liquidation or dissolution, if such assignee executes and delivers to the other Members an agreement reasonably satisfactory in form and substance to such other Members under which such assignee assumes and agrees to perform and discharge all the obligations and liabilities of the assigning Member, and in any such case, any such assignment shall not relieve the assigning Member from the performance and discharge of such obligations and liabilities; and provided further that a Member may pledge its Class C Interests hereunder to a lending financial institution for financing purposes. Any assignment of an Interest permitted under this Section 13.1 shall not be effective until the assignee has been admitted as a Member of the Company which shall be when the assignee has executed a counterpart to this Agreement and is reflected as a Member of the Company on Schedule A hereto. For purposes of this Section, the outstanding preferred stock of Norfolk Southern Railway Company shall not prevent such company from being considered a wholly owned subsidiary of NSC.

Section 13.2 Recognition of Assignment by the Company. No Assignment of Interests or Additional Interests in violation of Section 13.1 shall be valid or effective, and neither the Company nor the Members shall recognize the same for the purpose of making allocations or Distributions. Neither the Company nor the Members shall incur any liability as a result of refusing to make any such allocations or Distributions with respect to Assigned Interests in violation of Section 13.1.

ARTICLE XIV

DISSOLUTION, LIQUIDATION AND TERMINATION

Section 14.1 No Dissolution. The death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member or the occurrence of any other event that terminates the continued membership of a Member in the Company shall not, in and of itself, cause the dissolution of the Company. In such event, the business of the Company shall be continued by the remaining Member.

Section 14.2 Events Causing Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

- (a) the written consent of the holder of the Class A Interest and the holder of the Class B Interest; or
- (b) the entry of a decree of judicial dissolution under Section 18-802 of the Delaware Act.

Section 14.3 Liquidation. Upon dissolution of the Company, the Person or Persons approved by the Members to carry out the winding up of the Company shall immediately commence to wind up the Company's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The Members shall continue to share Profits

and Losses during liquidation as specified in Article VII hereof. The proceeds of liquidation shall be distributed in the following order and priority:

(a) to secured creditors of the Company whether or not they are Members and to unsecured creditors that are not Members, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof);

(b) to unsecured creditors of the Company that are Members, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof);

(c) to the holder of the Class A Interest and the holder of the Class B Interest to the extent of their respective Initial Capital Contributions;

(d) to the holders of the Class C Interests on a *pro rata* basis in accordance with and to the extent of any positive balances in their Capital Accounts; and

(e) the remainder, to the holders of the Class C Interests on a *pro rata* basis in accordance with the number of Class C Interests held by each such holder after giving effect to all contributions, distributions and allocations for all periods.

Section 14.4 Termination. The Company shall terminate when all of the assets of the Company, after payment, or due provision for all debts, liabilities and obligations, of the Company shall have been distributed to the Members in the manner provided for in this Article XIV and the Certificate shall have been canceled in the manner required by the Delaware Act.

Section 14.5 Claims of the Members. The Members and former Members shall look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members shall have no recourse against the Company or any other Member.

ARTICLE XV

ARBITRATION

Section 15.1 Dispute Resolution. To the fullest extent permitted by the Delaware Act and other applicable law, (i) any dispute, controversy or claim arising out of or relating to this Agreement, or any breach hereof, (ii) any deadlock or dispute with respect to the management of the Company including a failure to establish a quorum for a meeting of Members or Directors, (iii) any dispute as to the need for a Capital Contribution, and (iv) any deadlock or dispute with regard to the disposition of the CRR Shares following a STB Denial shall be settled by arbitration in accordance with and to the extent permitted by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and, to the extent not inconsistent therewith, the then-prevailing CPR Non-Administered Arbitration Rules. In the case of any deadlock or dispute submitted to arbitration concerning the disposition of CRR

Shares following a STB Denial, the arbitrators shall give appropriate consideration to such factors as the arbitrators deem appropriate. The arbitrators' ruling shall be binding and conclusive upon the parties hereto to the fullest extent permitted by law. Any arbitration shall occur in New York, New York or such other place as the parties may agree, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrators shall be governed by and shall apply the substantive law of the State of Delaware, without regard to its conflicts of law principles, in making their award. The costs of the arbitration shall be borne by Percentage, provided that each party shall pay for and bear the cost of its own experts, evidence and legal counsel. Any arbitration hereunder shall be completed, and any arbitrator hereunder shall have such powers as may be necessary to complete resolution, in light of operating practicalities and funding time constraints. Consistent with the foregoing, the parties agree that the hearing shall commence no later than 45 days following the appointment of the last of the three arbitrators and the award shall be rendered no later than 30 days following the completion of the hearing.

ARTICLE XVI

MISCELLANEOUS

Section 16.1 Notices. All notices provided for in this Agreement shall be in writing, duly signed by the party giving such notice, and shall be hand delivered, faxed or mailed by registered or certified mail or overnight courier service, as follows:

(a) if given to the Company, to the address (and, if applicable, fax number) specified in Section 2.5 hereof to the attention of the Co-CEOs; or

(b) if given to any Member, to the person and at the address (and, if applicable, fax number) set forth opposite its name on Schedule A attached hereto, or at such other address (and, if applicable, fax number) as such Member may hereafter designate by written notice to the Company.

All such notices shall be deemed to have been given when received.

Section 16.2 Failure to Pursue Remedies. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 16.3 Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 16.4 Guarantee of Subsidiaries. CSX shall unconditionally guarantee the performance by the CSX Members of their obligations and duties under this Agreement. NSC shall unconditionally guarantee the performance by the NSC Members of their obligations and duties under this Agreement.

Section 16.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, legal representatives and assigns

Section 16.6 Interpretation. All references herein to "Articles," "Sections" and "Paragraphs" shall refer to corresponding provisions of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent in writing and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns. It is the intent of the parties hereto that this Agreement shall be an effectuation of certain terms of the CSX/NSC Letter Agreement consistent with such terms of the CSX/NSC Letter Agreement and that the provisions of this Agreement should be interpreted to give effect to the CSX/NSC Letter Agreement.

Section 16.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 16.8 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 16.9 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto other than the CSX/NSC Letter Agreement and the confidentiality agreements referred to in Section 13 thereof. Notwithstanding anything to the contrary contained herein, this Agreement shall not alter any of CSX's or NSC's indemnification obligations under the CSX/NSC Letter Agreement or their respective obligations to make Capital Contributions to the Company, in each case in the event of any failure by any CSX Member, in the case of CSX, or any NSC Member, in the case of NSC, to make Capital Contributions to the Company as contemplated in Article VI hereof or in Section 11.10 hereof.

Section 16.10 Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

Section 16.11 Confidentiality. Each Member expressly acknowledges that such Member will receive confidential and proprietary information relating to the Company, including, without limitation, information relating to the Company's financial condition and business plans, and that the disclosure of such confidential information to a third party would cause irreparable injury to the Company. Except with the prior written consent of the Company or as required by law, no Member shall disclose any such information to a third party (other than on a "need to know" basis to any Affiliate or any employee, agent or representative of such Member or its Affiliates (each of whom shall agree to maintain the confidentiality of such information)), and each Member shall use reasonable efforts to preserve the confidentiality of such information.

ARTICLE XVII

AMENDMENTS

Section 17.1 Amendments. Any amendment to this Agreement shall be adopted and be effective as an amendment hereto if approved by the holders of the Class A and of the Class B Interests.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the date first above stated.

MEMBERS:

CSX CORPORATION

By: 

Name: James P. Peter
Title: Vice President

CSX RAIL HOLDING CORPORATION

By: 

Name: James P. Peter
Title: Vice President

NORFOLK SOUTHERN CORPORATION

By: _____

Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the date first above stated.

MEMBERS:

CSX CORPORATION

By: _____

Name: Mark G. Aron
Title: Executive Vice President
— Law and Public Affairs

CSX RAIL HOLDING CORPORATION

By: _____

Name: Mark G. Aron
Title: General Counsel &
Secretary

NORFOLK SOUTHERN CORPORATION

By: _____

Name: Henry C. Wolf
Title: Executive Vice President
— Finance

Schedule A

MEMBERS

<u>Name</u>	<u>Notice Information</u>	<u>Initial Capital Contribution</u>	<u>Agreed Value</u>	<u>Number of Interests</u>
<u>Class A Interests</u>				<u>Class A</u>
CSX Corporation		\$100 cash	\$100	1
<u>Class B Interests</u>				<u>Class B</u>
Norfolk Southern Corporation		\$100 cash	\$100	1
<u>Class C Interests</u>				<u>Class C</u>
Norfolk Southern Corporation		Voting Trust Certificates in respect of 8,200,000 Shares of Conrail Common Stock	\$943,000,000	3,254
CSX Corporation		All Outstanding Shares of Tender Sub (beneficially owning 17,775,124 Shares of Conrail Common Stock, 100 of which are for the account of CSX)	\$1,955,252,640	6,746

ARTICLES OF MERGER

MERGING

GREEN MERGER CORP.

WITH AND INTO

CONRAIL INC.

Pursuant to Section 1926 of the Pennsylvania Business Corporation Law of 1988, as amended (the "PBCL"), the undersigned, being the Vice President of Green Acquisition Corp., a Pennsylvania corporation ("GAC"), and the Vice President of Green Merger Corp., a Pennsylvania corporation and a wholly owned subsidiary of GAC ("GMC"), DO HEREBY CERTIFY, on behalf of said corporations, that:

1. Constituent Corporations. The names, states of incorporation and registered addresses of the constituent corporations are:

<u>Name</u>	<u>State of Incorporation</u>	<u>Registered Address</u>
Conrail Inc.	Pennsylvania	2001 Market Street Philadelphia, PA 19103
Green Merger Corp.	Pennsylvania	c/o CT Corporation System 1635 Market Street Philadelphia, PA 19103

2. Surviving Corporation. GMC shall merge (the "Merger") with and into Conrail Inc., a Pennsylvania corporation ("Conrail"), which will retain the name, Conrail Inc., and its registered address, as set forth in Section 1, above.

3. Effective Date. The Merger will become effective upon the filing of these Articles with the Department of State of the Commonwealth of Pennsylvania.

4. Adoption by GMC. Pursuant to Section 1924(b)(1)(i) of the PBCL, the Agreement and Plan of Merger by and among Conrail, GAC and GMC was approved and adopted by the Board of Directors of GMC by unanimous written consent without a meeting in accordance with Section 1766 of the PBCL.

5. Adoption by Conrail. In accordance with Section 2539 of the PBCL, the Agreement and Plan of Merger by and among Conrail, GAC and GMC was adopted by the Board of Directors of Conrail at a meeting duly called and held. Pursuant to Section 1924(b)(1)(ii), the Agreement and Plan of Merger was adopted by Conrail when adopted by the Board of Directors of GAC.

6. Agreement and Plan of Merger. An executed copy of the Agreement and Plan of Merger is attached hereto as Exhibit A and is incorporated herein in its entirety.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on behalf of GMC and GAC, respectively, as of this 2nd day of June, 1997.

GREEN ACQUISITION CORP.

By: James C. Bishop, Jr.

Name: James C. Bishop, Jr.
Title: Vice President

GREEN MERGER CORP.

By: James C. Bishop, Jr.

Name: James C. Bishop, Jr.
Title: Vice President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

by and among

CONRAIL INC.
(a Pennsylvania corporation),

GREEN ACQUISITION CORP.
(a Pennsylvania corporation),

and

GREEN MERGER CORP.
(a Pennsylvania corporation)

Agreement and Plan of Merger ("Plan"), dated the 2nd day of June, 1997, made by and between Conrail Inc. ("Conrail") and Green Merger Corp. ("GMC"), each, a Pennsylvania corporation and a subsidiary of Green Acquisition Corp. ("GAC"), which corporations are sometimes hereinafter collectively called the Constituent Corporations.

WITNESSETH:

WHEREAS, GMC is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, having been incorporated under the Pennsylvania Business Corporation Law of 1988 ("Pennsylvania Business Corporation Law"), and having an authorized capital stock consisting solely of 100 shares of Common Stock, \$1.00 par value ("GMC Common Stock"), of which 100 shares are issued and outstanding and owned by GAC; and

WHEREAS, Conrail is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, having been incorporated under the Pennsylvania Business Corporation Law, and having an authorized capital stock consisting 250,000,000 shares of Common Stock, \$1.00 par value ("Conrail Common Stock"), and 25,000,000 shares of Preferred Stock, without par value, and having issued and outstanding immediately prior to the Effective Time 86,475,024 shares of Conrail Common Stock; and

WHEREAS, this Plan has been adopted by or on behalf of each of the Constituent Corporations; and

WHEREAS, the parties hereto are entering into this agreement in order to effectuate the Agreement and Plan of Merger by and among Conrail, GAC and CSX Corporation ("CSX"), dated as of October 14, 1996, as amended (the "Parent Merger Agreement").

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and desiring to merge in accordance with the provisions of the Pennsylvania Business Corporation Law, the parties hereto agree as follows:

ARTICLE I
MERGER, SURVIVING CORPORATION AND EFFECTIVE TIME

1. GMC shall be merged into Conrail, which shall survive the merger, effective at the time and on the date on which the articles of merger relating to this Plan are filed in the Department of State of the Commonwealth of Pennsylvania. The name of the Surviving Corporation shall be "Conrail Inc."

2. The time at and the date on which such merger occurs is hereby defined to be and is hereinafter called the Effective Time.

3. Conrail, as the surviving corporation (herein as such called the Surviving Corporation), shall continue its corporate existence under the laws of the Commonwealth of Pennsylvania, and the directors and officers of Conrail shall continue as the directors and officers of the Surviving Corporation until their successors are elected and qualify. At the Effective Time, the separate existence of GMC shall cease, except insofar as it may be continued by operation of law.

ARTICLE II
ARTICLES OF INCORPORATION AND BYLAWS OF GMC and CONRAIL

1. The articles of incorporation of GMC shall be the articles of incorporation of the Surviving Corporation until altered, amended or repealed in accordance with the provisions thereof and of applicable law.

2. The bylaws of GMC shall be the bylaws of the Surviving Corporation until altered, amended or repealed in accordance with the provisions thereof, of the articles of incorporation and of applicable law.

ARTICLE III
TREATMENT OF SHARES OF EACH OF THE CONSTITUENT CORPORATIONS

1. Each share of Common Stock, par value \$1.00 per share, of GMC issued and outstanding immediately prior to the Effective Time shall, at the Effective Time, by virtue of the Merger and without any action on the part of any person, become one duly authorized, validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation. Each share of Conrail

Common Stock issued and outstanding immediately prior to the Effective Time (other than shares of Conrail Common Stock to be canceled pursuant to Article III, Section 2 hereof) shall, at the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive \$115 in cash.

2. All shares of Conrail Common Stock that are owned by Conrail as treasury stock and any shares of Conrail Common Stock owned by GAC, CSX or Norfolk Southern Corporation or any of their respective subsidiaries or affiliates shall, at the Effective Time, be canceled and retired and shall cease to exist, and no consideration shall be delivered or owing in exchange therefor.

ARTICLE IV EFFECTIVENESS

1. The Board of Directors of GMC may amend or terminate this Plan.

2. In the event of termination of this Plan as above provided, this Plan shall become wholly void and of no effect.

3. If the merger becomes effective, the Surviving Corporation shall assume and pay all expenses in connection therewith not theretofore paid by the respective parties.

4. This Plan shall in no way supersede or otherwise alter any of the agreements, covenants or conditions set forth in the Parent Merger Agreement.

5. This plan may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, each party to this Plan, pursuant to the approval and authority duly given by resolutions adopted by its respective Board of Directors, has caused this Plan to be executed by an authorized officer of such party the day and year first above written.

CONRAIL INC.
(a Pennsylvania Corporation)

By: T. O. Toole
Name: Timothy T. O'Toole
Title: Sr. Vice President-Law

GREEN ACQUISITION CORP.
(a Pennsylvania Corporation)

By: _____
Name: _____
Title: _____

GREEN MERGER CORP.
(a Pennsylvania Corporation)

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each party to this Plan, pursuant to the approval and authority duly given by resolutions adopted by its respective Board of Directors, has caused this Plan to be executed by an authorized officer of such party the day and year first above written.

CONRAIL INC.
(a Pennsylvania Corporation)

By: _____
Name:
Title:

GREEN ACQUISITION CORP.
(a Pennsylvania Corporation)

By: James C. Bishop, Jr.
Name: James C. Bishop, Jr.
Title: Vice President

GREEN MERGER CORP.
(a Pennsylvania Corporation)

By: James C. Bishop, Jr.
Name: James C. Bishop, Jr.
Title: Vice President

STB

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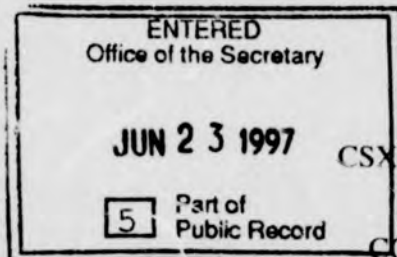
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BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 33388



CSX CORPORATION AND CSX TRANSPORTATION, INC.,
NORFOLK SOUTHERN CORPORATION AND
NORFOLK SOUTHERN RAILWAY COMPANY
CONTROL AND OPERATING LEASES/AGREEMENTS
CONRAIL INC. AND CONSOLIDATED RAIL CORPORATION



RAILROAD CONTROL APPLICATION

VOLUME 8B OF 8
AGREEMENTS
(EXHIBIT 2)

JAMES C. BISHOP, JR.
WILLIAM C. WOOLDRIDGE
J. GARY LANE
JAMES L. HOWE, III
ROBERT J. COONEY
A. GAYLE JORDAN
GEORGE A. ASPATORE
JAMES R. PASCHALL
ROGER A. PETERSEN
GREG E. SUMMY
JAMES A. SQUIRES
Norfolk Southern Corporation
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(757) 629-2838

RICHARD A. ALLEN
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ANDREW R. PLUMP
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*Counsel for Norfolk Southern
Corporation and Norfolk Southern
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VOLUME 8B

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TRANSACTION AGREEMENT

by and among

CSX CORPORATION,

CSX TRANSPORTATION, INC.,

NORFOLK SOUTHERN CORPORATION,

NORFOLK SOUTHERN RAILWAY COMPANY,

CONRAIL INC.,

CONSOLIDATED RAIL CORPORATION

and

CRR HOLDINGS LLC

Dated as of June 10, 1997

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TRANSACTION AGREEMENT

TRANSACTION AGREEMENT, dated as of June 10, 1997 ("Agreement"), by and among CSX CORPORATION, a Virginia corporation ("CSX"), CSX TRANSPORTATION, INC., a Virginia corporation, for itself and on behalf of its controlled Subsidiaries (collectively, "CSXT"), NORFOLK SOUTHERN CORPORATION, a Virginia corporation ("NSC"), NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, for itself and on behalf of its controlled Subsidiaries (collectively, "NSR"), CONRAIL INC., a Pennsylvania corporation, for itself and on behalf of its controlled Subsidiaries (collectively, "CRR"), CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation ("CRC"), and CRR HOLDINGS LLC, a Delaware limited liability company ("CRR Parent").

WHEREAS, CSX and NSC have entered into a letter agreement dated as of April 8, 1997 (the "April 8 Agreement").

WHEREAS, pursuant to the April 8 Agreement, CSX and NSC have jointly acquired all of the outstanding capital stock of CRR through CRR Parent, in which CSX and NSC each owns a 50% voting interest.

WHEREAS, CSX and NSC are seeking the approval of the STB to undertake the transactions contemplated by this Agreement and the April 8 Agreement.

WHEREAS, pursuant to the April 8 Agreement the parties wish to provide herein for the governance and operation of CRR and its Affiliates and for the basis pursuant to which CRR's assets and liabilities will be allocated to or shared by CSX and its Affiliates, on the one hand, and NSC and its Affiliates, on the other hand, after the Closing Date (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the respective agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Defined Terms. As used in this Agreement, the following terms have the meanings set forth below:

"AAC" means Atlantic Acquisition Corporation, a Pennsylvania corporation and a wholly owned Subsidiary of NSC.

"AAR" means the Association of American Railroads.

"AAR Car Service Rules" means the Code of Car Service Rules/Code of Car Hire Rules contained in AAR Circular OT-10 as promulgated in the Official Railway Equipment Register.

"AAR Depreciated Value" means depreciated value as determined in accordance with Rule 107 of the Office and Field Manuals of the AAR Interchange Rules adopted by the AAR Technical Services Division, Mechanical Section, Operations and Maintenance Department.

"Action" shall mean any action, claim, suit, arbitration, inquiry, subpoena, discovery request, proceeding or investigation by or before any Governmental Entity or forum or authority having jurisdiction over the matter involving or related to CRR, CRC or their respective Affiliates, the Assets, the Retained Liabilities or the Allocated Liabilities, but shall exclude FELA Claims.

"Affiliate" means, with respect to a specified Person, any Person that directly or indirectly controls, is controlled by or is under common control with, the specified Person or any trust for the benefit of such Person or any entities controlled by such Person; provided that, for the purposes of this Agreement, (a) NYC shall not be an Affiliate of CSX and its Subsidiaries or NSC and its Subsidiaries, (b) PRR shall not be an Affiliate of NSC and its Subsidiaries or CSX and its Subsidiaries and (c) CSX and NSC and their respective Subsidiaries shall not be Affiliates of CRR or CRR Parent and their respective Subsidiaries and vice versa.

"Allocated Assets" means the Assets to be transferred at the Closing to either NYC ("NYC Allocated Assets") or PRR ("PRR Allocated Assets").

"Allocated Liabilities" means the Liabilities of CRR, CRC or their respective Affiliates to be assumed at the Closing by either NYC ("NYC Allocated Liabilities") or PRR ("PRR Allocated Liabilities").

"Amended and Restated Voting Trust Agreement" means the Voting Trust Agreement among CSX, NSC, CRR Parent, Green and Deposit Guarantee National Bank, dated as of April 8, 1997.

"Ancillary Agreements" means the Equipment Agreements, the CSXT Operating Agreement, the NSR Operating Agreement, the NYC LLC Agreement, the PRR LLC Agreement, the CRR Holdings LLC Agreement, the Trackage Rights Agreements, the CSXT/NSR Haulage Agreements, the Tax Allocation Agreement, the Shared Assets Agreements and the Other Operating Agreements.

"April 8 Agreement" has the meaning set forth in the preamble to this Agreement.

"Assets" means any and all of CRR's, CRC's or their respective Affiliates' right, title and interest in and to all of the rights, properties, assets, claims, Contracts and businesses of every kind, character and description, whether real, personal or mixed, whether tangible or intangible, whether accrued, contingent or otherwise and wherever located, owned or used primarily by such party. On the Closing Date, all Assets will be either (i) NYC Allocated Assets, (ii) PRR Allocated Assets or (iii) Retained Assets.

"Base Inventory" has the meaning ascribed thereto in Section 2.7.

"Base Rent" has the meaning set forth in the CSXT Equipment Agreement and the NSR Equipment Agreement.

"Books and Records" means the books, files and records (including computerized databases and records) of CRR, CRC or their respective Affiliates and includes the NYC Books and Records and the PRR Books and Records.

"Capital Contribution, Assignment and Assumption Agreements" means the instruments (including quitclaim deeds or other instruments transferring title to real estate) pursuant to which the Allocated Assets and the Allocated Liabilities will be transferred at the Closing to NYC or PRR, as the case may be, substantially in the form attached hereto as Exhibit E.

"Closing" has the meaning ascribed thereto in Section 3.1.

"Closing Date" has the meaning ascribed thereto in Section 3.1.

"Co-Chairmen" means the co-chairmen of the CRC Board after the Control Date, being the CSX Co-Chairman and the NSC Co-Chairman.

"Code" means the Internal Revenue Code of 1986, as amended from time to time or any successor United States federal tax statute. References to a specific section of the Code shall include a reference to the corresponding provisions of any such successor United States federal tax statute.

"Communications Team" has the meaning ascribed thereto in Section 2.2.

"Continuing CRC Management" means employees (regardless of craft, position or classification) of CRR, CRC or their respective Affiliates (other than NYC, PRR and their respective Subsidiaries) who are determined to be Continuing CRC Management pursuant to Section 6.1(c), which employees will consist of the

following categories: (a) employees performing general and administrative functions for CRR, CRC or their respective Affiliates (other than NYC, PRR and their respective Subsidiaries), (b) employees performing interim general, administrative or technical functions for CRR, CRC or their respective Affiliates (other than NYC, PRR and their respective Subsidiaries) (including employees performing such functions at CRR's headquarters office building and information technology center in Philadelphia, PA) which functions CSX and NSC shall identify prior to the Closing Date and shall agree are necessary for an interim period after the Closing Date in accordance with Section 2.4, (c) employees operating, managing or performing work at the SSO Facilities, and (d) employees (other than those described in clauses (a), (b) and (c) above) operating, managing or performing work on Retained Assets that are to be operated pursuant to the Shared Assets Agreements.

"Contracts" means any contract, lease, loan agreement, deed, easement, license, reversion, mortgage, security agreement, trust indenture or other agreement or instrument to which any of CRR, CRC or their respective Affiliates is a party or by which any of them is bound or to which any of the Assets is subject.

"Contracts Team" has the meaning ascribed thereto in Section 2.2.

"Control Date" means the effective date on which CSX and NSC are authorized by the STB to exercise control over CRR.

"Corporate Level Liabilities" means the following Liabilities of CRR, CRC or their respective Affiliates: (a) Environmental Liabilities that are designated as Corporate Level Liabilities pursuant to Section 2.8(b)(iii); (b) all Liabilities (except as specified in Section 2.8(b)(i) or (ii), Section 2.8(c) or Section 2.9) associated with the handling and disposition of Actions arising prior to the Closing Date; (c) all Liabilities (except as specified in Section 2.8(b)(i) or (ii), Section 2.8(c) or Section 2.9) associated with the handling and disposition of Actions arising on or after the Closing Date and that do not relate predominantly to Allocated Assets; (d) all Liabilities (except as specified in Section 2.8(b)(i) or (ii), Section 2.8(c) or Section 2.9) associated with the handling and disposition of Actions arising on or after the Closing Date designated as Corporate Level Liabilities pursuant to Section 2.8; (e) Employee Related Liabilities that are designated as Corporate Level Liabilities pursuant to Article VI; (f) all Taxes accruing for periods prior to the Closing Date, including in respect of tax leverage transactions; (g) Taxes, if any, associated with the designation, allocation and transfer of the Assets as contemplated in this Agreement; (h) Liabilities under leases (including without limitation lease termination costs) that arise prior to the Closing Date (other than the lease Liabilities in respect of

the CRC headquarters office building in Philadelphia, PA, or the information technology center in Philadelphia, PA, or the Altoona, PA or Hollidaysburg, PA shops); (i) Indebtedness (other than intercorporate Indebtedness of direct or indirect Subsidiaries of CRR the capital stock, or similar interests, of which is included in the Allocated Assets, which will be treated as agreed to by the parties prior to the Closing); (j) all Liabilities associated with the handling and disposition of FELA Claims made prior to the Control Date and all Liabilities associated with the handling and disposition of FELA Claims made on or after the Control Date and designated as Corporate Level Liabilities pursuant to Section 2.8(c); (k) all employee costs not otherwise allocated under this Agreement; (l) all Liabilities arising prior to the Closing Date not otherwise allocated under this Agreement; (m) transition costs not the sole responsibility of CSX, CSXT, NYC, NSC, NSR or PRR and not otherwise allocated under this Agreement; and (n) all Liabilities incurred with respect to Continuing CRC Management, the SSO Facilities and the Retained Assets, except where this Agreement (including the Schedules and Exhibits hereto) or the Ancillary Agreements may expressly designate the Liability in some other manner.

"Corporate Memorabilia" means all corporate memorabilia, antiques, artifacts, charters and art owned by CRR, CRC or their respective Affiliates, wherever located.

"CRC" has the meaning set forth in the preamble to this Agreement.

"CRC Board" means the Board of Directors of CRC.

"CRR" has the meaning set forth in the preamble to this Agreement.

"CRR Holdings LLC Agreement" means the Limited Liability Company Agreement of CRR Holdings LLC, dated May 21, 1997, as amended from time to time.

"CRR Industries" means CRR Industries, Inc., a Pennsylvania corporation and a wholly owned Subsidiary of CRR.

"CRR Parent" has the meaning set forth in the preamble to this Agreement.

"CRR Shares" means the shares of Common Stock and Series A ESOP Convertible Junior Preferred Stock of CRR.

"CRR Stay Bonus Program" means either the Conrail Inc. Stay Bonus Program, Classes 8 And Below, or the Conrail Inc. Stay Bonus Program Classes 9-11, both to be entered into pursuant to Attachment A to the Third Amendment.

"CSX" has the meaning set forth in the preamble to this Agreement.

"CSX Co-Chairman" has the meaning ascribed thereto in Section 4.2.

"CSX Directors" has the meaning ascribed thereto in Section 4.2.

"CSXT" has the meaning set forth in the preamble to this Agreement.

"CSXT Equipment" means the Equipment subject to the CSXT Equipment Agreement.

"CSXT Equipment Agreement" means the agreement to be entered into between NYC and CSXT in a form to be agreed by CSX and NSC, to provide CSXT with the right to use, operate and maintain certain of the Equipment which NYC has the right to use and operate pursuant to the NYC Equipment Agreement.

"CSXT/NSR Haulage Agreements" means the agreements pursuant to which CSXT and/or NSR will provide haulage services for the other, in substantially the form attached hereto as Exhibit D; each CSXT/NSR Haulage Agreement shall be in respect of a Route identified on Item 2 of Schedule 4 and shall incorporate the terms set forth therein.

"CSXT Operating Agreement" means the agreement to be entered into between CSXT and NYC, substantially in the form attached hereto as Exhibit A-1, to provide for the use, operation and maintenance by CSXT of certain of the NYC Allocated Assets after the Closing Date.

"Damages" means all assessments, losses, damages, liabilities, costs and expenses, including without limitation interest, penalties and attorneys' and consultants' fees.

"Distribution" means any dividend or other distribution with respect to any shares of capital stock or similar equity interests.

"Employee Related Liabilities" means Liabilities to be designated as NYC Allocated Liabilities, PRR Allocated Liabilities or Corporate Level Liabilities pursuant to Article VI.

"Environmental Laws" means any and all federal, state, local and foreign statutes, laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and governmental restrictions, whether now or hereafter in effect, relating to human health, the environment

or to emissions, discharges, or releases of pollutants, contaminants, hazardous or toxic materials or substances or wastes into the environment, including, without limitation, ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous or toxic materials or substances or wastes or the cleanup or other remediation thereof.

"Environmental Liabilities" means any and all Liabilities arising in connection with or in any way relating to any Asset (or formerly held Asset) and which arise under or relate to matters covered by any Environmental Laws.

"Equipment" means all freight car rolling stock, cabooses, trailers, containers, end of train devices, locomotives and Work Equipment of CRR, CRC or their respective Affiliates, whether owned or leased.

"Equipment Agreements" means the NYC Equipment Agreement, the PRR Equipment Agreement, the CSXT Equipment Agreement and the NSR Equipment Agreement.

"Fair Market Rental Value" has the meaning set forth in the CSXT Operating Agreement, the NSR Operating Agreement, the CSXT Equipment Agreement and the NSR Equipment Agreement.

"FELA Claim" means a claim made under the Federal Employers Liability Act, as amended from time to time. A FELA Claim shall be considered "made" upon the earliest to occur of the following: (i) the claimant's employer has received or prepared a written report (including, in the case of an alleged occupational injury, a questionnaire) of the claim or of the incident from which the claim arises; or (ii) the claimant's employer has received written notice of the claim from the claimant or the claimant's attorney; or (iii) an action, claim or suit asserting the claim has been filed and properly served on the claimant's employer. For the purposes of this definition (i) the term "written report" shall include reports which are electronically prepared or transmitted, and (ii) the term "employer" shall include the employer currently responsible under the Federal Employers Liability Act for the claim or cause of action being asserted and such employer's attorney.

"FF&E" means all furniture, fixtures, computers, office supplies and equipment (other than Equipment and system stockpiles of supplies and inventory) of CRR, CRC or their respective Affiliates.

"Governmental Entity" means any federal, state, local or foreign court, administrative agency or commission or other

governmental or regulatory authority or commission or any arbitration tribunal.

"Green" means Green Acquisition Corp., a Pennsylvania corporation and a wholly owned Subsidiary of CRR Parent.

"Indebtedness" means, when used with reference to a specified Person, at any date, without duplication, (a) all obligations of such Person for borrowed money, including, without limitation, all principal, interest, premiums, fees, expenses, overdrafts and penalties with respect thereto, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable, (d) all obligations of such Person to reimburse any bank or other Person in respect of amounts paid under a letter of credit or similar instrument, (e) all payment obligations under capitalized leases and (f) all indebtedness of any other Person of the type referred to in clauses (a) to (e) above directly or indirectly guaranteed by such Person.

"Indemnified Party" means a Person who requires or requests indemnification under Article X.

"Indemnifying Party" means a Person who is required or requested to indemnify another Person under Article X.

"Interest Rental" has the meaning set forth in the Shared Assets Agreements.

"Inventory Team" has the meaning ascribed thereto in Section 2.2.

"IRS Submission" has the meaning ascribed thereto in Section 8.9.

"Liabilities" means any and all debts, liabilities and obligations of any kind whatsoever, whether or not accrued, contingent or reflected on a balance sheet, known or unknown, absolute, determined, determinable or otherwise, including, without limitation, those arising under any law, rule, regulation, action, order or consent decree of any Governmental Entity or any judgment in any Action of any kind or award of any arbitrator of any kind and those arising under any Contract. At the Closing Date, all Liabilities of CRR, CRC or their respective Affiliates will be either (i) NYC Allocated Liabilities, (ii) PRR Allocated Liabilities or (iii) Retained Liabilities.

"Locomotive Team" has the meaning ascribed thereto in Section 2.6.

"Major Decisions" means any of the items identified on Schedule 2 hereto.

"Merger" means the merger of a subsidiary of Green with and into CRR pursuant to the Merger Agreement.

"Merger Agreement" means the Agreement and Plan of Merger by and among CRR, CSX and Green dated as of October 14, 1996 and as amended as of November 5, 1996, December 18, 1996, March 7, 1997 and April 8, 1997 and as may be further amended from time to time in accordance with its terms and the terms of this Agreement.

"NSC" has the meaning set forth in the preamble to this Agreement.

"NSC Co-Chairman" has the meaning ascribed thereto in Section 4.2.

"NSC Directors" has the meaning ascribed thereto in Section 4.2.

"NSR" has the meaning set forth in the preamble to this Agreement.

"NSR Equipment" means the Equipment subject to the NSR Equipment Agreement.

"NSR Equipment Agreement" means the agreement to be entered into between PRR and NSR, in a form to be agreed among CSX and NSC, to provide NSR with the right to use, operate and maintain certain of the Equipment which PRR has the right to use and operate pursuant to the PRR Equipment Agreement.

"NSR Operating Agreement" means the agreement to be entered into between NSR and PRR, substantially in the form attached hereto as Exhibit A-2, to provide for the use, operation and maintenance by NSR of certain of the PRR Allocated Assets after the Closing Date.

"NYC" means New York Central Lines LLC (or such other name as may be specified by CSX), which will be organized on or prior to the Closing pursuant to Section 3.2 as a Delaware limited liability company and a wholly owned Subsidiary of CRC.

"NYC Action" has the meaning ascribed thereto in Section 8.14.

"NYC Allocated Assets" means the Assets identified on Item 1 of Schedule 1 hereto and the Transportation Contracts allocated to NYC pursuant to Section 2.2(c) (unless CSX and NSC in their discretion agree that any such Assets shall not be NYC

Allocated Assets) together with the Unallocated Assets designated as NYC Allocated Assets prior to the Closing Date pursuant to Article II, including any cash benefit in lieu of such Assets pursuant to Section 8.7.

"NYC Allocated Liabilities" means the Liabilities designated as NYC Allocated Liabilities pursuant to Section 2.8 or Article VI, together with all Liabilities allocated to and the responsibility of NYC under any Ancillary Agreement.

"NYC Books and Records" shall mean the books, files and records (including computerized databases and records) of CRR, CRC or their respective Affiliates that relate principally to the NYC Allocated Assets or NYC Allocated Liabilities and are necessary or useful for the operation of the business in respect thereof.

"NYC Equipment Agreement" means the agreement to be entered into between CRC and NYC, in a form to be agreed among CSX and NSC, to provide NYC with the right to use, operate and maintain certain of the Equipment allocated to NYC pursuant to Section 2.6(e)(i).

"NYC LLC Agreement" means the Limited Liability Company Agreement of NYC, substantially in the form attached hereto as Exhibit B.

"NYC Restructuring" has the meaning ascribed thereto in Section 8.9.

"Operating Fee" has the meaning set forth in the CSXT Operating Agreement and the NSR Operating Agreement.

"Other Operating Agreements" means the agreements to be entered into between and among CRC, NYC, PRR, CSXT and/or NSR, substantially in the forms attached hereto as Exhibits J through RR, providing for various operating, access, construction and other matters. The Other Operating Agreements are listed in Item 4 of Schedule 4 hereto.

"PBCL" means the Pennsylvania Business Corporation Law of 1988, as amended from time to time.

"Pennsylvania Control Transaction Law" means Subchapter E of Chapter 25 of the PBCL, as amended from time to time.

"Percentage" means, in the case of CSX, 42% and, in the case of NSC, 58%.

"Person" includes any individual, corporation, association, partnership (general or limited), joint venture, trust,

estate, limited liability company or other legal entity or organization.

"Pooled Assets" means all Unallocated Assets for which no allocation methodology is provided for in Section 2.2(a) through (i), including the Assets identified on Item 4 of Schedule 1.

"Privileged Information" has the meaning ascribed thereto in Section 8.14.

"Privileges" has the meaning ascribed thereto in Section 8.14.

"PRR" means Pennsylvania Lines LLC (or such other name as may be specified by NSC), which will be organized on or prior to Closing pursuant to Section 3.2 as a Delaware limited liability company and a wholly owned Subsidiary of CRC.

"PRR Action" has the meaning ascribed thereto in Section 8.15.

"PRR Allocated Assets" means the Assets identified on Item 2 of Schedule 1 hereto and the Transportation Contracts allocated to PRR pursuant to Section 2.2(c) (unless CSX and NSC in their discretion agree that any such Assets shall not be PRR Allocated Assets), together with the Unallocated Assets designated as PRR Allocated Assets prior to the Closing Date pursuant to Article II, including any cash benefit in lieu of such Assets pursuant to Section 8.7.

"PRR Allocated Liabilities" means the Liabilities designated as PRR Allocated Liabilities pursuant to Section 2.8 or Article VI, together with all Liabilities allocated to and the responsibility of PRR under any Ancillary Agreement.

"PRR Books and Records" shall mean the books, files and records (including computerized databases and records) of CRR, CRC or their respective Affiliates that relate principally to the PRR Allocated Assets or PRR Allocated Liabilities and are necessary or useful for the operation of the business in respect thereof.

"PRR Equipment Agreement" means the agreement to be entered into between CRC and PRR, in a form to be agreed among CSX and NSC, to provide PRR with the right to use, operate and maintain certain of the Equipment allocated to PRR pursuant to Section 2.6(e) (i).

"PRR LLC Agreement" means the Limited Liability Company Agreement of PRR, substantially in the form attached hereto as Exhibit B.

"PRR Restructuring" has the meaning ascribed thereto in Section 8.9.

"Radio Licenses" has the meaning ascribed thereto in Section 2.2.

"Required Approvals" has the meaning ascribed thereto in Section 7.1.

"Restructuring" means either the NYC Restructuring or the PRR Restructuring, as the context requires.

"Retained Assets" means the Assets identified on Item 3 of Schedule 1 hereto (unless CSX and NSC in their discretion agree that any such Assets shall not be Retained Assets) together with the Unallocated Assets designated as Retained Assets prior to the Closing Date pursuant to Article II, including (a) Equipment that is not included in the Allocated Assets, (b) the SSO Facilities and (c) the Pooled Assets not designated as Allocated Assets pursuant to Section 2.2(j).

"Retained Liabilities" means the Liabilities designated as Retained Liabilities pursuant to Section 2.8 (including, without limitation, all Corporate Level Liabilities), together with all Liabilities allocated to and the responsibility of CRR, CRC or their respective Affiliates under any Ancillary Agreement.

"Rolling Stock Team" has the meaning ascribed thereto in Section 2.6.

"Route" means the rights and Assets used to provide transportation service along a railroad line connecting two or more stations and consisting of one or more tracks (together with associated sidings, side tracks, signaling, land and other related facilities).

"Ruling" has the meaning ascribed thereto in Section 8.9.

"Separation Costs" means labor protection costs, including dismissal allowances, displacement allowances and the cost of administering, arbitrating and litigating such labor protection provisions, severance (including payments under severance agreements), personnel relocation expenses and all other dismissal expenses and stay bonuses, including any payment intended to reimburse for excess parachute excise tax imposed under Section 4999 of the Code with respect to such dismissal expenses or stay bonuses.

"Service" has the meaning ascribed thereto in Section 8.9.

"Shared Assets Agreements" means the agreements between and among CRC, NYC, PRR, CSXT and/or NSR, substantially in the forms attached hereto as Exhibits G through I, providing for the operation of certain Retained Assets for the benefit of CSXT and NSR. The Shared Assets Agreements are listed in Item 3 of Schedule 4 hereto.

"Shared Assets Areas" means (a) the North Jersey shared Asset facility to be covered by the Shared Assets Agreement substantially in the form attached hereto as Exhibit G, (b) the South Jersey/Philadelphia shared Asset facility to be covered by the Shared Assets Agreement substantially in the form attached hereto as Exhibit H and (c) the Detroit shared Asset facility to be covered by the Shared Assets Agreement substantially in the form attached hereto as Exhibit I.

"SSO Facilities" means the CRR or CRC system support operations facilities described in Item 3(B) of Schedule 1 (including equipment and other Assets associated with such facilities) used as of the date hereof by CRR and CRC or their respective Affiliates to provide support functions benefitting the CRC rail system as a whole, including: (a) the customer service center in Pittsburgh, PA; (b) the crew management facility in Dearborn, MI; (c) the system maintenance-of-way equipment center in Canton, OH; (d) the signal repair center in Columbus, OH; (e) the system freight claims facility in Buffalo, NY; (f) the system non-revenue billing facility at Bethlehem, PA; (g) the system rail welding plant at Lucknow (Harrisburg), PA; (h) the system road foreman/engineer training center at Philadelphia and Conway, PA; (i) the CRC police operations center at Mt. Laurel, NJ; and (j) such other facilities providing system-wide support functions as CSX and NSC shall identify and agree upon prior to the Closing Date.

"STB" means the Surface Transportation Board or, if there shall be no Surface Transportation Board, any federal agency which is charged with the function of approving combinations by rail carriers or persons controlling them, or of other arrangements between such rail carriers, and granting exemptions from other laws with respect thereto or regulating other specific functions with respect to the context in which such term is employed or any successor entity thereof.

"Subsidiary" means, when used with reference to a specified Person, any corporation or other organization, whether incorporated or unincorporated, of which at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the Board of Directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries; pro-

vided that CRR Parent and any Person in which CRR Parent owns, directly or indirectly an interest (it being assumed for the purposes of this Agreement that CRR Parent does not own, directly or indirectly, an interest in either CSX or NSC) shall not be a Subsidiary of either CSX or NSC.

"Surviving Corporation" means the surviving corporation of the Merger.

"Tax" or "Taxes" means taxes of any kind, levies or other similar assessments, customs, duties, imposts, charges or fees, including, without limitation, income taxes, gross receipts, ad valorem, excise, real or personal property, sales, use, payroll, withholding, unemployment, transfer and gains taxes or other governmental taxes imposed by or payable to the United States, or any state, local or foreign government or subdivision thereof, and in each instance such term shall include any interest, penalties or additions to tax attributable to such Tax or Taxes. The term "Tax" or "Taxes" shall not include any payment intended to reimburse the recipient for an excess parachute excise tax imposed under Section 4999 of the Code.

"Tax Allocation Agreement" means the agreement to be entered into among Green, CRR, CRC, CRR Industries, PRR and NYC, substantially in the form attached hereto as Exhibit F, pursuant to which the rights and obligations relating to Tax matters involving the operations of CRR, CRC, PRR and NYC shall be allocated.

"Tax Returns" means all returns, information returns, statements, certifications, reports or other documentation relating to Taxes.

"Third Amendment" means the third amendment, dated March 7, 1997, to the Merger Agreement.

"Third Party Claim" has the meaning ascribed thereto in Section 10.2.

"Trackage Rights Agreements" means the agreements pursuant to which CSXT and NSR will grant trackage rights to the other, in substantially the form attached hereto as Exhibit C; each Trackage Rights Agreement shall be in respect of a Route identified on Item 1 of Schedule 4 and shall incorporate the terms set forth therein.

"Transaction Expenses" means, with respect to a specified Person, all of such Person's fees and expenses, including, without limitation, filing fees and fees and expenses of legal counsel, depositaries, dealer managers, proxy solicitors, information agents, printers, investment bankers or advisors, financing sources, accountants, public relations advisors and other

consultants and advisors incurred in connection with the acquisition of CRR Shares, the Merger, the April 8 Agreement, this Agreement, the Ancillary Agreements and the transactions contemplated herein and therein.

"Transportation Contracts" means Contracts between rail carrier(s) and a Person or Persons relating to the purchase of transportation services as specified in 49 U.S.C. § 10102(9) (A) and (B); provided that, if a Transportation Contract covers service between more than one pair of points, the provisions governing service between each pair of points shall be treated as a distinct Transportation Contract.

"Unallocated Assets" means Assets which are not as of the date of this Agreement identified on Schedule 1 hereto as Allocated Assets or Retained Assets.

"Valuation Date" has the meaning set forth in the CSXT Operating Agreement, the NSR Operating Agreement, the CSXT Equipment Agreement, the NSR Equipment Agreement and the Shared Assets Agreements.

"Voting Trust" means the voting trust for the shares of capital stock of CRR or CRC created under the Amended and Restated Voting Trust Agreement.

"Work Equipment" means track machinery, non-revenue rolling stock dedicated to track maintenance (such as ballast and tie cars), other mobile equipment (such as backhoes, bulldozers and the like), other engineering equipment and automobiles and trucks assigned to CRC system and staff functions (automobiles and trucks assigned to Allocated Asset locations shall be included in the Allocated Assets).

"Work Equipment Team" has the meaning ascribed thereto in Section 2.6.

Section 1.2. Other Definitive Provisions. When used in this Agreement in respect of a Liability or an Action, the terms "arise" or "arising" mean that the circumstances giving rise to the Liability or Action have transpired, whether or not such Action or Liability has been discovered, asserted or accrued. When used in this Agreement, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

ARTICLE II

DESIGNATION AND ALLOCATION OF ASSETS AND LIABILITIES

Section 2.1. Conveyance of Assets. On the Closing Date and upon the terms and subject to the conditions set forth in this Agreement, (i) CRC and its Affiliates shall contribute, assign, transfer, convey and deliver the NYC Allocated Assets to NYC and NYC shall accept from CRC and its Affiliates all of the right, title and interest of CRC and its Affiliates in all of the NYC Allocated Assets, and (ii) CRC and its Affiliates shall contribute, assign, transfer, convey and deliver the PRR Allocated Assets to PRR and PRR shall accept from CRC and its Affiliates all of the right, title and interest of CRC and its Affiliates in all of the PRR Allocated Assets. Except as expressly provided in this Agreement, CSX and its Affiliates, on the one hand, and NSC and its Affiliates, on the other hand, shall retain all their existing rights with respect to the Assets.

Section 2.2. Allocation of Certain Assets. As soon as practicable after the date hereof and in any event prior to the Closing Date, CSX and NSC shall use their best efforts to designate the Unallocated Assets as either NYC Allocated Assets, PRR Allocated Assets or Retained Assets. CSX and NSC shall continue to monitor such designation up to, and shall update such designation as of, the Closing Date. Such designation shall be as agreed between CSX and NSC in accordance with the following guidelines (which shall not, unless CSX and NSC otherwise agree, affect Assets already designated as Allocated Assets or Retained Assets pursuant to Schedule 1 hereto):

(a) Unallocated FF&E shall be designated as follows:
(i) all FF&E located in or along Allocated Assets shall be designated in the same manner as such Allocated Assets, (ii) all FF&E located in or along Retained Assets shall be designated as Retained Assets and (iii) all FF&E not designated pursuant to clause (i) or (ii) above shall be designated as NYC Allocated Assets or PRR Allocated Assets by value in proportion to CSX's and NSC's respective Percentage.

(b) On or prior to the Closing Date, CSX, NSC and CRR shall take an inventory of all Corporate Memorabilia, and CSX and NSC shall value the principal items or categories, engaging an appraiser if they cannot agree on the value thereof. One half of the Corporate Memorabilia by value shall be designated as NYC Allocated Assets and the other half shall be designated as PRR Allocated Assets by the mutual agreement of CSX and NSC. If CSX and NSC have not agreed on the particular items or categories of Corporate Memorabilia to be designated as NYC Allocated Assets and PRR Allocated Assets, respectively, they will alternate selecting Corporate Memorabilia having a value of 5% (as near as

may be) of the total value of all of the Corporate Memorabilia, with the party having first choice selected by lot.

(c) The parties recognize the importance of assuring that the acquisition of CRC does not create shipping disruptions for CRC customers and hence are hereby making arrangements to carry out CRC's Transportation Contracts in the manner hereinafter set forth.

(i) All CRC Transportation Contracts in effect as of the Closing Date ("Existing Transportation Contracts") shall remain in effect through their stated term and the obligations thereunder shall be carried out thereafter by CSXT utilizing NYC Allocated Assets and NSR utilizing PRR Allocated Assets, or pursuant to the Shared Assets Agreements, as the case may be.

(ii) CSXT and NSR shall allocate the responsibilities to serve customers under the Existing Transportation Contracts in a manner to achieve reliability and proper service to the customers, and the revenues and expenses associated with the Existing Transportation Contracts and related services shall be allocated and accounted for between CSXT and NSR in accordance with the Percentage Division to the extent that the performance of contracts allocated by Percentage Division departs from the Percentage Division.

(iii) The following decision rules shall be applied on an annual basis with tentative settlements to the extent required by subsection (c)(ii) on a quarterly basis 60 days after the end of the quarter and an annual true-up 90 days after the end of the year:

(A) For purposes of this Subsection (c), "Local" means a station that is not Dual and is served solely by CSXT or NSR, and "Dual" means a station with line-haul service by both, including service accessed by one or the other through trackage rights or haulage, in each case as of the date of this Agreement giving effect to the effectuation of the Closing. For purposes of the definition of "Dual", the term includes (a) as to commodities that are handled by rail before or after shipment by water, all stations at which such commodities are handled in Ocean, Gulf and Great Lakes port cities to which each of CSXT and NSR has line haul service to any such station, and (b) as to intermodal service, all intermodal facilities in any city in which each of CSXT and NSR has line haul service to any intermodal facility. Further, references to "Off Line" stations in this Subsection (c) do not include a situation where such station is Local or Dual to NSR or CSXT

or a third railroad whose sole connection is with CSXT or NSR.

(B) In addition, for purposes of this Subsection (c) only, the phrase "Percentage Division" shall mean 50% CSXT - 50% NSR.

(C) Revenues shall be allocated as follows:

(aa) Where the Existing Transportation Contract calls for transportation from an origin station located on the PRR Allocated Assets, the allocation shall be solely to NSR, except as follows:

(x) If the origin station is Local to NSR and the destination station is on the NYC Allocated Assets and Local to CSXT, then the allocation shall be on a joint line basis between NSR and CSXT with the interchange to be negotiated between NSR and CSXT and the revenues to be split 30% to NSR, 30% to CSXT, and the remainder to be based upon a mileage prorate; and

(y) If, notwithstanding its location on the PRR Allocated Assets, the origin station is Dual and the destination station is on the NYC Allocated Assets and Local to CSXT, then the allocation shall be solely to CSXT.

(bb) Where the Existing Transportation Contract calls for transportation from an origin station located on the NYC Allocated Assets, the allocation shall be solely to CSXT, except as follows:

(x) If the origin station is Local to CSXT and the destination station is on the PRR Allocated Assets and Local to NSR, then the allocation shall be on a joint line basis between CSXT and NSR with the interchange to be negotiated between CSXT and NSR and the revenues to be split 30% to CSXT, 30% to NSR, and the remainder to be based an a mileage prorate; and

(y) If, notwithstanding its location on the NYC Allocated Assets, the origin station is Dual and the destination station is on the PRR Allocated Assets and Local to NSR, then the allocation shall be solely to NSR.

(cc) Where the Existing Transportation Contract calls for transportation where at least one of the origin and destination stations is Dual or which is located in a Shared Assets Area or located on or accessed from the tracks of the former Monongahela Railway or Waynesburg Southern Railway ("MGA") (collectively, a "Specified Station"), the following shall apply as to such Existing Transportation Contract:

(x) If the other station is located on a PRR Allocated Asset and is Local to NSR, then the allocation shall be solely to NSR;

(y) If the other station is located on an NYC Allocated Asset and is Local to CSXT, then the allocation shall be solely to CSXT; and

(z) If the other station is a Specified Station, then CSXT and NSR shall divide the allocation on the Percentage Division (by revenue) annually.

(dd) Where the origin station is Off Line and the destination station is within the former CRC territory, the following shall apply as to the Existing Transportation Contract:

(x) If the destination station is located on an NYC Allocated Asset and is Local to CSXT, the allocation shall be solely to CSXT.

(y) If the destination station is located on a PRR Allocated Asset and is Local to NSR, the allocation shall be solely to NSR.

(z) If the destination Station is Dual or is located in a Shared Assets Area or in MGA, CSXT and NSR shall divide the allocation on the Percentage Division (by revenue) annually.

(ee) Where the origin station is within the former CRR territory and the destination station is Off Line, the following shall apply as to the Existing Transportation Contracts:

(x) If the origin station is located on an NYC Allocated Asset and is Local to CSXT, the allocation shall be solely to CSXT.

(y) If the origin station is located on a PRR Allocated Asset and is Local to NSR, the allocation shall be solely to NSR.

(z) If the origin station is Dual or is located in a Shared Asset Area or in MGA, CSXT and NSR shall divide the allocation on the Percentage Division (by revenue) annually.

(ff) Where the origin station and the destination station are both Off Line, CSXT and NSR shall divide the allocation on the Percentage Division.

(gg) As to any joint line Existing Transportation Contract which involves either CSXT and CRC and NSR and CRC, that Transportation Contract shall be treated, for the purposes of the above rules, as if it involved an NSR or CSXT Local origin or off-line destination (as the case may be) and only that portion of the transportation over former CRC Routes shall be governed by the foregoing.

(hh) Where, as of the Closing Date, CRC has a proportional rate Existing Transportation Contract which provides a through rate in combination with a separate proportional rate CSXT or NSR transportation contract, the separate CSXT or NSR transportation contract shall be unaffected and only the CRC portion of the transportation shall be governed by the foregoing.

(iv) There shall be a presumption that responsibility for the performance of contracts shall follow the allocations referred to above and that presumption, except in extraordinary cases, shall control in all cases except those provided for in Sections 2.2(c)(iii)(C)(cc)(z), 2.2(c)(iii)(C)(dd)(z), and 2.2(c)(iii)(C)(ee)(z). Exceptions in those cases just mentioned shall be made to promote the use of efficient routes, high-quality service and consistency of service to customers, and in that connection there shall be a presumption against dividing a contract between a single destination and a single origin between the two carriers.

(v) In the case of a single Existing Transportation Contract which covers multiple origin and destination pairs, allocation of revenue shall be on the basis of each pair but CSXT and NSR shall cooperate as necessary to assure that the shippers under such Existing Transportation Contracts receive the benefits (e.g., volume pricing, refunds, etc.) to which they are entitled thereunder, notwithstanding any division of responsibility in providing the transportation.

(vi) Nothing in this Section 2.2(c) shall limit any right of the parties to provide service to or enter into transportation contracts with shippers with Existing Transportation Contracts.

(d) All Contracts granting any unrelated Person the right to bury fiber optic cable longitudinally along Assets shall be designated as Retained Assets (if any Assets in respect of which such rights are given are Allocated Assets, NYC or PRR, as the case may be, will license or otherwise grant rights to CRC or its Affiliates to maintain the subject matter of the Contracts granting such rights), except where such rights relate only to either NYC Allocated Assets or PRR Allocated Assets, in which case such Contracts shall be designated in the same manner as such Allocated Assets; provided that NYC and PRR shall, to the extent permitted under such Contracts that are designated as Retained Assets, be given equal access to CRC's or its Affiliate's rights to use capacity on such fiber optic cable and shall participate equally in any other benefits of such Contracts.

(e) Promptly after the date hereof, CSXT and NSR each shall appoint up to five members of a committee (the "Contracts Team"). The Contracts Team shall meet and not later than January 1, 1998 shall negotiate an equitable designation of all Contracts (other than Transportation Contracts and Contracts otherwise allocated or designated under the terms hereof) based on the following guidelines:

(i) Contracts that relate predominantly to either NYC Allocated Assets, PRR Allocated Assets or Retained Assets will be designated in the same manner as such Assets.

(ii) Contracts (A) that benefit CRC as a whole (such as unfilled system purchase and supply Contracts), (B) that relate predominantly to Retained Assets (such as certain intermodal terminal Contracts) or (C) that the Contract Team cannot designate for whatever reason, shall be Retained Assets and CRC shall, to the extent permitted under the relevant Contract, subcontract its duties, obligations and rights under such Contract to NYC or PRR by value in proportion to CSX's and NSC's respective Percentage in accordance with the procedure set forth in Section 8.5(b).

(f) Promptly after the date hereof, NSR and CSXT each shall appoint up to five members of a committee (the "Communications Team"). The Communications Team shall meet and not later than January 1, 1998 shall negotiate an equitable designation of all radio licenses held or owned by CRR, CRC or their respective Affiliates ("Radio Licenses") based on the following guidelines:

(i) In general, Radio Licenses will be designated as PRR Allocated Assets or NYC Allocated Assets depending on the designation of the Allocated Assets to which the Radio Licenses most relate. The designation of Radio Licenses will be made in such manner as to facilitate and permit continued operations on the PRR Allocated Assets and the NYC Allocated Assets substantially as conducted before the Closing Date.

(ii) Base Radio Licenses shall be designated and reissued on their present frequencies to PRR or NYC, depending on whether the Allocated Assets on or near which the base radio operates are NYC Allocated Assets or PRR Allocated Assets. If the base radio is used for train operations on a line that includes both PRR Allocated Assets and NYC Allocated Assets, the Radio License shall be allocated in the same manner as the Allocated Assets on which the base radio is located and the party allocated such Radio License shall grant to the other party the right to operate a base station and other needed radio equipment on that frequency.

(iii) Mobile Radio Licenses (such as those relating to engine radios and end-of-train-devices) will be designated as NYC Allocated Assets or PRR Allocated Assets giving effect to the relative operating needs and existing systems of each of NYC and/or CSXT, on the one hand, and PRR and/or NSR on the other hand.

(iv) Radio Licenses for which the Communications Team can not agree upon the designation as PRR Allocated Assets or NYC Allocated Assets prior to the Closing Date or that are required for CRC operations under the Shared Assets Agreements will be Retained Assets and held by CRR for the benefit of both NYC and PRR.

(g) In connection with its negotiations under Section 2.2(f), the Communications Team also shall not later than January 1, 1998 negotiate an equitable designation in accordance with CSX's and NSC's respective Percentage of all Unallocated Assets that are signal and communications equipment or facilities and leased communications services. This will include all signal and communications equipment and facilities and leased services that are (i) used by CRC system-wide, (ii) used in conjunction with the operation of both a Route included in NYC Allocated Assets and a Route included in PRR Allocated Assets (such as a microwave

tower), or (iii) of a character that precludes such Assets from being logically segregated and designated by Route. In making its designation, the Communications Team shall consider, among other things, Asset value and each party's relative ability to maintain current operations and compatibility with existing equipment. Items for which the Communications Team cannot agree upon the designation as PRR Allocated Assets or NYC Allocated Assets prior to the Closing Date or that are required for CRC operations under the Shared Assets Agreements will be Retained Assets and held for the benefit of both NYC and PRR, although it is the intention of the parties that such signal and communications equipment or facilities and leased communications equipment (other than items required for CRC operations under the Shared Assets Agreements) be designated to the extent possible as Allocated Assets.

(h) System stockpiles of inventory, material and supplies of CRR, CRC or their respective Affiliates, regardless of location (other than such Assets designated as PRR Allocated Assets pursuant to Section 2.7) are Pooled Assets that shall be Retained Assets at the Closing Date unless otherwise designated hereunder. Promptly after the date hereof, CSXT and NSR each shall appoint up to four members of a committee (the "Inventory Team"). In addition to its functions pursuant to Section 2.7, the Inventory Team shall not later than January 1, 1998 determine whether and to what extent system stockpiles of inventory, material and supplies of CRR, CRC or their respective Affiliates (i) shall be designated as NYC Allocated Assets or PRR Allocated Assets (such designation to be in proportion to CSX's and NSC's respective Percentage) or (ii) shall be Retained Assets as to which NYC and CSXT, on the one hand, and PRR and NSR, on the other hand, shall have access to in accordance with the procedure to be determined by the Inventory Team pursuant to this Section 2.2(h). In making its identification and designation, the Inventory Team shall specify that (i) inventory, materials and supplies acquired for the purpose of fulfilling third-party Contracts shall be designated in the same manner as and be applied to fulfill such Contracts and (ii) inventory, materials and supplies held for maintenance of facilities that are included in Allocated Assets shall be designated in the same manner as such Allocated Assets. System stockpiles or portions thereof that are not specifically designated by the Inventory Team shall be Retained Assets. The Inventory Team shall determine an appropriate procedure for NYC and CSXT, on the one hand, and PRR and NSR, on the other hand, to have access to all system stockpiles of inventory, material and supplies that are Retained Assets by value in proportion to CSX's and NSC's respective Percentage.

(i) Unless otherwise agreed upon by CSX and NSC prior to the Closing, all computer software and associated data and engineering CADD systems owned or used by CRR, CRC or their respective Affiliates which may be copied and used by both NYC and

PRR without the permission of, or payment to, any Person shall be designated in the same manner as the hardware on which it is stored; provided that PRR shall have the right to copy and to receive a non-exclusive license of such computer software, rights, data, licenses and systems that are designated as NYC Allocated Assets and NYC shall have the right to copy and to receive a non-exclusive license of such computer software, rights, data, licenses and systems that are designated as PRR Allocated Assets. Unless otherwise agreed upon by CSX and NSC prior to the Closing, all computer software and associated data and engineering CADD systems owned or used by CRR, CRC or their respective Affiliates which may not be copied or used (or which may not be copied or used without the permission of or payment to any Person) by both NYC and PRR shall be Retained Assets, provided that CRR, CRC and their respective Affiliates shall use their reasonable commercial efforts to assign, license or otherwise make available on an equal basis to each of CSX, NSC or their designees, upon request, the nonexclusive use of all or any portion of such software, data, licenses and systems. Notwithstanding the foregoing, no party shall be required to maintain any item of software on computer equipment included in Allocated Assets, or be required to make license or other payments for such software, for a period longer than 12 months.

(j) To the extent not otherwise agreed upon by CSX and NSC prior to the Closing Date, all Pooled Assets shall be Retained Assets available for the benefit of both CSXT and NYC, on the one hand, and NSR and PRR, on the other hand in accordance with CSX's and NSC's respective Percentage. If CSX and NSC agree prior to the Closing Date that specified Pooled Assets (or groups of Pooled Assets) should be allocated to NYC or PRR, such specified Pooled Assets shall, at the Closing, be designated as NYC Allocated Assets or PRR Allocated Assets, as the case may be.

Section 2.3. System Support Operations; Dispatching.

(a) The parties recognize that each SSO Facility has been used by CRR and CRC to provide a support function benefitting the CRC rail system as a whole (e.g., system-wide crew management or signal repair support functions). It is expected that each of CSXT and NYC, on the one hand, and NSR and PRR, on the other hand, may require the use or benefit of or access to the functions and support provided by the SSO Facilities for a period of time after the Closing Date. Accordingly, the SSO Facilities shall be included in Retained Assets and will continue to be owned by CRR, CRC or its Affiliates. Until a party terminates its use of an SSO Facility as provided below, (i) the costs of operating such SSO Facility shall be included in Corporate Level Liabilities and (ii) such SSO Facility shall be operated for the benefit of both CSXT and NYC, on the one hand, and NSR and PRR, on the other hand, based on their operating and administrative needs.

(b) Each of CSXT and NYC, on the one hand, and NSR and PRR, on the other hand, shall have the right, upon six months' prior written notice, to notify the other that it no longer needs the use of or access to all or any specified portion of the functions performed at a particular SSO Facility. If the party receiving such notice notifies the other party within thirty days of receipt of such notice that it no longer needs the use of or access to all or the same specified portion of the functions performed at a particular SSO Facility, then the effective date of the notice sent by the receiving party shall be deemed to be the same as that of the notice which it received from the notifying party. If the notice relates to less than the entire SSO Facility, it shall state with specificity the particular function(s) and/or Continuing CRC Management position(s) covered by the notice. Notices may be given at any time before or after the Closing Date and in each case shall specify an effective date which shall be a date on or after the Closing Date that is not less than six months after the date such notice is given. From and after the effective date of a notice, all costs associated and incurred after the effective date of such notice with the SSO Facility (or portion thereof) and Continuing CRC Management positions identified in the notice shall cease to be Corporate Level Liabilities and will be allocated entirely to and be the responsibility of the party continuing to use the functions performed at the SSO Facility or portion thereof. Costs associated with an SSO Facility (or portion thereof) or the Continuing CRC Management employees performing work at that SSO Facility which are not terminated by such notice but continue to be incurred for the benefit of both parties will continue to be Corporate Level Liabilities. Notwithstanding the foregoing, Separation Costs associated with Continuing CRC Management employees after the Control Date shall be allocated and paid as provided in Article VI.

(c) In the case of an SSO Facility as to which both CSXT and NYC, on the one hand, and NSR and PRR, on the other hand, have discontinued use of the entire SSO Facility by each giving six-month termination notices that have become effective, CSX and NSC will cause CRC and its Affiliates to take such action as may be appropriate to discontinue the use of or provide for the disposition of such SSO Facility (which may include a disposition to NYC or PRR), and costs associated with such SSO Facility between the effective date of the second notice and such discontinuance or disposition shall be Corporate Level Liabilities and the cash proceeds, if any, of such discontinuance or disposition shall, subject to Section 4.4, be for the benefit of CRC.

(d) The full costs of maintaining and operating SSO Facilities shall include all direct and indirect costs (excluding return on investment and system overheads), compensation and benefits, purchased services, insurance, facility costs and

computer processing costs. CSX and NSC shall establish appropriate accounting systems and controls designed to capture and track such costs.

(e) To facilitate the division of dispatching functions currently performed for the five CRC operating divisions, NSC and CSX agree that the territorial boundaries of the operating divisions will be changed and dispatching functions will be assigned and transferred as follows:

(i) Dearborn division: The Dearborn division office building will be included in PRR Allocated Assets. All dispatching functions at such facility will be assigned to PRR and NSR except (A) those for dispatching the Cleveland East, Cleveland terminal and other Dearborn division segments included in the NYC Allocated Assets, which functions will be assigned and transferred to NYC and CSXT, and (B) those for dispatching of the Detroit Shared Assets Area which functions will be assigned and transferred to CRC and will be relocated to a neutral site.

(ii) Indianapolis division: The Indianapolis division office building will be included in NYC Allocated Assets. All dispatching functions at such facility will be assigned to NYC and CSXT except those for dispatching the Marion branch, the Cincinnati line, the West Virginia secondary and other Indianapolis division segments included in the PRR Allocated Assets, which functions will be assigned and transferred to PRR and NSR.

(iii) Pittsburgh division: The Pittsburgh division office building will be included in PRR Allocated Assets. All dispatching functions at such facility will be assigned to PRR and NSR except those for dispatching Pittsburgh division segments included in the NYC Allocated Assets, which functions will be assigned and transferred to NYC and CSXT.

(iv) Philadelphia division (Mt. Laurel, NJ): The Philadelphia division office building will be included in the Retained Assets. All dispatching functions at such facility will be assigned to PRR and NSR except (A) those for dispatching the Trenton line, the River line, the Popes Creek secondary, the Herbert secondary, the Landover line and other Philadelphia division segments included in the NYC Allocated Assets, which functions will be assigned and transferred to NYC and CSXT, and (B) those for dispatching the North Jersey Shared Assets Area and the South Jersey/Philadelphia

Shared Assets Area and segments included in the Retained Assets, which functions will be assigned to CRC.

(v) Albany division: The Albany division office building will be included in the NYC Allocated Assets. All dispatching functions will be assigned to NYC and CSXT except those for dispatching the Southern tier, including the Corning secondary, the New Jersey transit line, the Buffalo line and other Albany division segments included in the PRR Allocated Assets, which functions will be assigned and transferred to PRR and NSR.

The parties intend that the dispatching desks, equipment and similar property associated with a dispatching function will, to the extent practicable, follow the assignment of that function to the party designated pursuant to clauses (i) through (v) above, to enable such party to perform dispatching necessary in connection with the Assets allocated to or used by such party. In addition, the parties recognize that interim dispatching services may be required to be provided to each other for the above Routes during a brief interim period (which shall be no longer than reasonably necessary) and that the parties may charge reasonable fees for such services.

Section 2.4. Transition Period Accommodation. (a) To the extent that (i) the CRR headquarters office building in Philadelphia, PA or (ii) the CRR information technology center in Philadelphia, PA (both of which are NYC Allocated Assets) were used by CRR or CRC prior to the Closing Date for the benefit of the CRR and CRC system as a whole, CSX will (or will cause CSXT or NYC to) furnish and make available for the benefit of NSC or its Affiliates access to and use of such NYC Allocated Assets (including, without limitation, office and other space, equipment, computer systems, and data and other information) as are necessary or convenient in order to reasonably accommodate the needs of NSC, NSR and PRR for the services and functions performed at such facilities for a transition period not to exceed (A) twenty-four months following the Closing Date in respect of the CRR headquarters office building in Philadelphia, PA and (B) six months following the Closing Date (extendable for an additional six months at NSC's option) in respect of the CRR information technology center in Philadelphia, PA. CSX may accommodate such needs of NSC, NSR and PRR for such services and functions using premises in Philadelphia, PA other than the premises referred to in clauses (i) and (ii) of this Section 2.4(a); provided that NSC consents to such arrangement, such consent not to be unreasonably delayed or withheld. CSX, CSXT or NYC, as the case may be, shall furnish and make available to NSC, NSR or PRR such NYC Allocated Assets at those facilities as may be reasonably requested by NSC, NSR or PRR; provided that the nature and scope of the use of such NYC Allocated Assets shall not be great-

er than the nature and scope of the use of such NYC Allocated Assets for the benefit of the CRR and CRC system prior to the Closing Date. CSX may charge NSC, NSR or PRR, as the case may be, charges calculated at fair market value by CSX and NSC for such use of such NYC Allocated Assets.

(b) To the extent that (i) the CRC car shop at Holidaysburg, PA or (ii) the CRC locomotive shop at Altoona, PA (both of which are PRR Allocated Assets) were used by CRR or CRC prior to the Closing Date for the benefit of the CRR and CRC system as a whole, NSC will (or will cause NSR or PRR to) reasonably accommodate the needs of CSX, CSXT or NYC for the services and functions performed at such facilities for a transition period not to exceed twenty-four months following the Closing Date. NSC may accommodate such needs of CSX, CSXT and NYC for such services and functions using premises other than the premises referred to in clauses (i) and (ii) of this Section 2.4(b); provided that CSX consents to such arrangement, such consent not to be unreasonably delayed or withheld. NSC, NSR or PRR, as the case may be, shall furnish and make available to CSX, CSXT or NYC such services and functions at those facilities as may be reasonably requested by CSX, CSXT or NYC; provided that the nature and scope of such services and functions shall not be greater than those which were provided in respect of the NYC Allocated Assets by those facilities prior to the Closing Date. NSC may charge CSX, CSXT or NYC, as the case may be, charges calculated at fair market value by CSX and NSC for such services and functions.

(c) In complying with Section 2.4(a) and Section 2.4(b), (i) the accommodating party will provide or make available the Assets or the services, functions and systems of, and data and information from, the specified facilities to the extent it can reasonably do so and (ii) if the accommodating party so requests, the party accommodated will use its reasonable commercial efforts to discontinue its need for such Assets or services, functions, information, systems and data at the earliest time practicable following, but not later than twenty-four months after, the Closing Date (or earlier time as provided in Section 2.4(a) in respect of the information technology center in Philadelphia, PA). Nothing herein shall preclude a party from agreeing to make available the Assets or services, functions and systems of and information and data from, its facilities to the using party after such maximum periods provided for in Sections 2.4(a) and 2.4(b), but it shall not be required to do so.

(d) CSX will (or will cause CSXT or NYC to) make available to CRR, CRC and their respective Affiliates the CRR headquarters office building and the CRR information technology center in Philadelphia, PA (both of which are NYC Allocated Assets) for use by those employees identified in clause (b) of the definition of "Continuing CRC Management" in Section 1.1. Unless otherwise agreed to by CSX and NSC, CRR, CRC and their

respective Affiliates shall have the right to use those facilities for such Continuing CRC Management employees to perform such general, administrative and technical services and functions for an interim period not to exceed (i) twenty-four months following the Closing Date in respect of the CRR headquarters office building in Philadelphia, PA and (B) six months following the Closing Date (extendable for an additional six months at NSC's option) in respect of the CRR information technology center in Philadelphia, PA. CSX may move such facilities to new premises or may move the Continuing CRC Management using the facilities to new premises; provided that NSC consents to such arrangement, such consent not to be unreasonably withheld and; provided further that CSX and NSC agree on the new fair market value of such facilities which will be Corporate Level Liabilities pursuant to this Section 2.4(d). Until a party terminates its use of the support functions and services of any such Continuing CRC Management employee as provided below, the costs of employing such employee and the fair market value of related facilities shall be Corporate Level Liabilities and such employee's services will be available for the benefit of both CSXT and NYC, on the one hand, and NSR and PRR, on the other hand, based on the operating and administrative needs of each.

(e) Each of CSX and NSC and their respective Affiliates shall have the right, upon six months' prior written notice, to notify the other party that the notifying party no longer needs the support functions and services provided by any one or more of the Continuing CRC Management employees referred to in Section 2.4(d). The notice shall state with specificity the particular Continuing CRC Management position(s) covered by the notice. If the party receiving such notice notifies the other party within thirty days of receipt of such notice that it no longer needs the support functions and services provided by the same (or more) continuing CRC Management employees as are included in the first notice, then the effective date of such second notice shall be deemed to be the same as that of the first notice. Notices may be given at any time before or after the Closing Date and in each case shall specify an effective date on or after the Closing Date, but not less than six months after the date such notice is given. From and after the effective date of such a notice, all costs associated with the Continuing CRC Management positions identified in the notice shall cease to be Corporate Level Liabilities but shall be allocated entirely to and be the responsibility of the party continuing to use the functions and services provided by such Continuing CRC Management positions; provided that in the case of Continuing CRC Management positions as to which both parties have given termination notices that have become effective, all costs associated with such Continuing CRC Management positions after the date the second termination notice becomes effective shall be Corporate Level Liabilities. Notwithstanding the foregoing, Separation Costs associated with all Continuing CRC Management employees after the

Closing Date shall be allocated and paid as otherwise provided in Article VI.

Section 2.5. Trackage, Haulage, Shared Asset and Other Operating Agreements. On the Closing Date and upon the terms and subject to the conditions set forth in this Agreement, each of CRC, CSXT and NSR shall execute and deliver, and the parties shall cause their respective Affiliates and NYC and PRR to execute and deliver, the following agreements to which it is a party:

(a) The Trackage Rights Agreements: A Trackage Rights Agreement covering each of the Routes listed in Item 1 of Schedule 4 and containing the terms and provisions applicable to such Route as set forth in Item 1 of Schedule 4 will be executed by the parties designated in such Item 1.

(b) The CSXT/NSR Haulage Agreements: A CSXT/NSR Haulage Agreement covering each of the Routes listed in Item 2 of Schedule 4 and containing the terms and provisions applicable to such Route as set forth in Item 2 of Schedule 4 will be executed by the parties designated in such Item 2.

(c) The Shared Assets Agreements.

(d) The Other Operating Agreements (in respect of Other Operating Agreements for which the relevant Exhibit hereto sets forth all or some of the terms of an agreement rather than the form of agreement, the parties shall use their best efforts to agree to the form of such Other Operating Agreements prior to the Closing Date).

Section 2.6. Equipment. The parties intend that all Equipment will be allocated between NYC and PRR (either as Allocated Assets or as Retained Assets which are subject to the NYC Equipment Agreement or the PRR Equipment Agreement) by series and condition such that NYC and PRR each receives Equipment by value in proportion to CSX's and NSC's respective Percentage. Disputes concerning such allocation shall be subject to binding arbitration under Section 11.12. After the Equipment has been allocated, the parties may agree in their sole discretion to changes in the allocation giving consideration to other factors. In furtherance of the foregoing sentence, the parties will appoint representatives to various teams to consider appropriate adjustments to allocations of Equipment as described below:

(a) Locomotive Equipment. Promptly after the date hereof, CSXT and NSR shall each appoint up to three members of a committee (the "Locomotive Team"). The Locomotive Team shall meet not later than January 1, 1998, to consider an adjustment to the allocation of locomotive Equipment (including appurtenances

and assigned or related equipment such as locomotive radios) to NYC and PRR, taking into consideration the following guidelines:

(i) The Locomotive Team shall agree upon parameters to be considered in any adjustment to the allocation of locomotive Equipment to NYC and PRR, including CRC's book value, actual numbers of locomotives, horsepower, tractive effort, powered axles, ownership and encumbrances, age and condition.

(ii) The CSXT appointees and the NSR appointees on the Locomotive Team shall separately develop and present to each other proposals for any adjustments to the allocation of locomotive Equipment to NYC and PRR.

(iii) In its negotiations, the Locomotive Team may consider CRC yard service, minimizing maintenance costs, enhancing reliability, and meeting service needs. The Locomotive Team may consider trades of CSXT and NSR locomotives to avoid the division of small groups of locomotive Equipment and to minimize the number of different models each would have as a result of the allocation.

(iv) If agreement is not reached prior to March 31, 1998, the Locomotive Team will submit a list of disputed issues for resolution to the chief operating officers of CSXT and NSR.

(b) Rolling Stock Equipment. Promptly after the date hereof, CSXT and NSR each shall appoint up to four members of a committee (the "Rolling Stock Team"). The Rolling Stock Team shall meet not later than January 1, 1998 to consider an adjustment to the allocation of rolling stock Equipment (including cabooses and non-revenue rolling stock but excluding Work Equipment) to NYC and PRR, taking into consideration the following guidelines:

(i) Consideration may be given to class and builder's lot, series within a given AAR car type and AAR Depreciated Value. Consideration may be given to splitting between NYC and PRR so as to minimize ongoing maintenance and repair cost, facilitate the assignment of car reporting marks, permit customary and efficient handling, movement and interchange of rolling stock in compliance with the AAR Car Service Rules and other applicable industry requirements.

(ii) All rolling stock Equipment that CSXT and NSR agree is either (A) obsolete or (B) damaged beyond economical repair necessary to return the same to service, may be grouped in a separate category and allocated between NYC and PRR in accordance with CSX's and NSC's respective Percentage (based on AAR Depreciated Value).

(iii) Consideration will be given to traffic and service requirements on the Routes comprising the Allocated Assets based on the most current traffic information (including current and anticipated traffic density, customer needs and transportation requirements).

(iv) Head-of-train-devices and end-of-train-devices may be allocated between NYC and PRR based on current transportation needs and train starts in respect of the NYC Allocated Assets and PRR Allocated Assets, as the case may be.

(v) If agreement is not reached prior to March 31, 1998, the Rolling Stock Team will submit a list of disputed issues to the chief operating officers of CSXT and NSR.

(c) Work Equipment. Promptly after the date hereof, NSR and CSXT each shall appoint up to three members of a committee (the "Work Equipment Team"). The Work Equipment Team shall, not later than January 1, 1998, meet to consider an adjustment to the allocation of all Work Equipment that is part of the Unallocated Assets. The Work Equipment Team may allocate such Work Equipment to NYC and PRR by value in proportion to CSX's and NSC's respective Percentage based on category of equipment, then model, then age and then condition. If agreement is not reached prior to March 31, 1998, the Work Equipment Team will submit a list of disputed issues to the chief operating officers of CSXT and NSR.

(d) Assignment. CSXT and NSR recognize that it may be desirable to cause CRC to assign and transfer ownership of certain of the allocated Equipment to NYC and PRR as part of the NYC Allocated Assets or the PRR Allocated Assets, respectively, to the extent such transfer is consistent with existing leases and financing agreements relating to such Equipment. If CSXT and NSR agree, Indebtedness related to Equipment may also be assigned to and assumed by NYC and PRR as part of the NYC Allocated Liabilities and the PRR Allocated Liabilities, respectively.

(e) Lease of Equipment. Equipment that is allocated to NYC and PRR as provided in this Section 2.6 will be made available to NYC and PRR as follows: (i) Equipment that is included in the Retained Assets shall be leased by CRC or its Affiliates to NYC or PRR, as the case may be, pursuant to the NYC Equipment Agreement or the PRR Equipment Agreement and will thereupon be leased or otherwise made available by NYC to CSXT and by PRR to NSR pursuant to the CSXT Equipment Agreement or the NSR Equipment Agreement, respectively; and (ii) Equipment that CSXT and NSR agree shall be assigned and transferred by CRC or its Affiliates to NYC or PRR, as the case may be, will be included in the NYC Allocated Assets or the PRR Allocated Assets, respectively, and will be leased or otherwise made available by

NYC to CSXT and PRR to NSR pursuant to the CSXT Equipment Agreement or the NSR Equipment Agreement, respectively. Liabilities arising from the ownership, operation and maintenance of Equipment shall be borne by the parties as provided for in the relevant Equipment Agreements. If the foregoing arrangements are impracticable in respect of any Equipment due to the requirements of any Contracts relating to such Equipment, the parties will negotiate other arrangements to achieve substantially the same effect.

(f) Equitable Adjustment. The parties recognize that the allocation of Equipment in general and the allocation of Equipment that is collateral with respect to Indebtedness may not reflect precisely CSX's and NSC's respective Percentage and that an equitable adjustment may be required with respect to Corporate Level Liabilities or otherwise to assure that each of NYC and PRR receives the benefits and bears the costs of Equipment as nearly as practicable in proportion to CSX's and NSC's respective Percentage. The Locomotive Team, the Rolling Stock Team and the Work Equipment Team, assisted as necessary by CSX and NSC accounting personnel, shall specify an appropriate adjustment mechanism which may include, but need not include or be limited to, trades between CSXT and NSR of locomotive Equipment, rolling stock Equipment and/or Work Equipment.

Section 2.7. Inventory at Altoona and Hollidaysburg.

(a) As soon as practicable before the Closing Date, the Inventory Team shall determine the Base Inventory. "Base Inventory"

(i) will consist of and mean all rolling-stock-related and locomotive-related inventory and supplies (including rolling-stock-related and locomotive-related system stockpiles) of CRR, CRC or their respective Affiliates located at the Altoona and Hollidaysburg shops as of a date at least thirty days prior to the anticipated Closing Date to be agreed by the Inventory Team, and (ii) will exclude (A) all obsolete or damaged material and supplies and (B) all inventory acquired for the purpose of fulfilling third-party Contracts which inventory will follow and be applied to fulfillment of such Contracts. The Inventory Team will code and group the items of inventory, materials and supplies included in the Base Inventory as "new," "reconditioned," "re-usable," and the like, and will value the groups based on CRC's material costs or other mutually agreeable methodology (excluding additives and overheads). The sum of the values of the groups will be the value of the Base Inventory.

(b) Rolling-stock-related and locomotive-related inventory and supplies (including rolling-stock-related and locomotive-related system stockpiles) of CRR, CRC and their respective Affiliates located at the Altoona and Hollidaysburg shops as of the Closing Date will be included in the PRR Allocated Assets. To the extent that, after the Closing Date, any work is performed at the request and for the account of CSXT or

NYC at the Altoona shop or the Hollidaysburg shop pursuant to Section 2.4(b), CSXT and NYC will not be charged for inventory and supplies used in such work up to an amount of inventory and supplies equal to 42% of the total value of the Base Inventory, but only to the extent that such work requires material and supplies of the types included in the Base Inventory. Notwithstanding the foregoing, NSR or PRR will separately charge CSXT or NYC for the fair market value of work performed for the account of CSXT or NYC.

Section 2.8. Allocated and Retained Liabilities. The parties agree that on and as of the Closing Date (x) NYC shall assume and agree to pay, perform and discharge as and when due all of the NYC Allocated Liabilities, (y) PRR shall assume and agree to pay, perform and discharge as and when due all of the PRR Allocated Liabilities, and (z) CRC and its Affiliates shall retain and pay, perform and discharge as and when due all of the Retained Liabilities. In furtherance of the foregoing, the parties agree that, in addition to Employee Related Liabilities that are designated as Allocated Liabilities or Retained Liabilities under Article VI, the Allocated Liabilities and the Retained Liabilities shall consist of the following:

(a) All Liabilities of CRR, CRC or their Affiliates, other than Environmental Liabilities (which are expressly allocated pursuant to Section 2.8(b)), Corporate Level Liabilities (which are expressly allocated pursuant to Section 2.8(f)), Employee Related Liabilities (which are expressly allocated pursuant to Article VI), Liabilities referred to in Section 2.9 or Liabilities expressly allocated to any Person pursuant to any of the Ancillary Agreements, including Liabilities associated with the handling and disposition of Actions, that (i) arise on or after the Closing Date and relate predominantly to NYC Allocated Assets shall be NYC Allocated Liabilities, and (ii) arise on or after the Closing Date and that relate predominantly to PRR Allocated Assets shall be PRR Allocated Liabilities.

(b) Environmental Liabilities (other than Environmental Liabilities expressly allocated to any Person pursuant to any of the Ancillary Agreements) shall be designated as follows: (i) Environmental Liabilities that relate predominantly to NYC Allocated Assets shall be NYC Allocated Liabilities; (ii) Environmental Liabilities that relate predominantly to PRR Allocated Assets shall be PRR Allocated Liabilities; and (iii) Environmental Liabilities that do not relate predominantly to Allocated Assets shall be Corporate Level Liabilities; provided that, in the case of Environmental Liabilities allocated to either NYC or PRR pursuant to clause (i) or (ii) above, NYC or PRR, as the case may be, will be reimbursed by CRC as amounts are expended by NYC or PRR, as the case may be, in respect of an Environmental Liability to the extent of the amount of the reserve existing in respect of such Environmental Liability as of April 8, 1997, re-

duced by any payments made and charged against such reserve prior to the Closing Date, except that NYC or PRR, as the case may be, will repay the amounts under this Section 2.8(b) to CRC to the extent that they receive the proceeds of any insurance recoveries in respect of an Allocated Liability which exceed such Allocated Liability net of such payments made.

(c) All Liabilities (other than Liabilities expressly allocated to any Person pursuant to any of the Ancillary Agreements) associated with the handling and disposition of FELA Claims made on or after the Control Date shall be NYC Allocated Liabilities, PRR Allocated Liabilities or Corporate Level Liabilities based upon the final allocation under this Article II of the Asset where the incident or incidents giving rise to the FELA Claim occurred, or, if the FELA Claim arises from an incident or incidents occurring at more than one location, based upon the final allocation under this Article II of the Asset most significantly involved.

(d) Except as provided in Section 2.8(a), Section 2.8(b) or Section 2.8(c), all Liabilities associated with the handling and disposition of Actions arising from incidents which occur in part prior to the Closing Date and in part on or after the Closing Date shall be allocated as follows:

(i) that portion of the Liability which is fairly attributable to incidents occurring prior to the Closing Date shall be Corporate Level Liabilities; and

(ii) that portion of the Liability which is fairly attributable to incidents occurring on or after to the Closing Date shall be NYC Allocated Liabilities, PRR Allocated Liabilities or Corporate Level Liabilities based upon the final allocation under this Article II of the Asset where the incident or incidents giving rise to the Action occurred, or, if the Action arises from an incident or incidents occurring at multiple locations, based upon the final allocation under this Article II of the Asset most significantly involved.

(e) Except as provided in Section 2.9(b) or Section 2.9(c), all Liabilities incurred after April 8, 1997 relating to the Merger Agreement, including without limitation Liabilities for CRR Shares, if any, that are put pursuant to the Pennsylvania Control Transaction Law, shall be Retained Liabilities.

(f) Except as provided in Sections 2.8(b) through (e), all Liabilities that arise prior to the Closing Date and all Corporate Level Liabilities shall be Retained Liabilities.

Section 2.9. Other Liabilities. (a) Each of CSX and NSC shall bear its own Transaction Expenses.

(b) CSX shall bear and pay all of CSX's, CRR's, the Surviving Corporation's and their respective Affiliates' Liabilities to current or former CRR shareholders with respect to the handling (which CSX shall control) and disposition (which CSX shall control) of claims pending on April 8, 1997 in shareholder Actions pending on April 8, 1997 (other than Actions brought by NSC or its Affiliates) together with all related litigation costs (which shall not include CRR legal fees incurred prior to April 8, 1997).

(c) CSX's, Green's, CRR's and the Surviving Corporation's, on the one hand, and NSC's and AAC's on the other hand, Liability with respect to the handling (which shall be controlled by the liability bearing party) and disposition (which shall be controlled by the liability bearing party) of disclosure-based claims based on disclosures made prior to April 8, 1997 brought by current or former CRR shareholders in connection with the Merger Agreement, the Amended Second Offer (as defined in the April 8 Agreement) or the transactions contemplated thereby based on the accuracy or completeness of information supplied by such party, together with all related litigation costs (which shall not include CRR legal fees incurred prior to April 8, 1997), shall be borne solely by CSX or NSC, respectively.

Section 2.10. Interline Accounts and Allocation.

(a) The parties acknowledge that interline railroads often allocate certain assets and liabilities arising from interline activities between and among themselves on the basis of AAR or industry agreements and rules, including, without limitation, AAR rules for the allocation of freight revenues and freight loss and damage claims. If any Asset or Liability which is allocated under this Agreement to NYC or PRR would, in the usual course of business under applicable AAR or industry agreement, rule or practice, be allocated between or among participating interline railroads, then the subsequent allocation of that Asset or Liability between or among NYC, PRR and/or any railroad subsidiary of either CSX or NSC under that agreement, rule or practice shall not in any manner be affected by this Agreement and the parties shall accept and be governed by that subsequent reallocation under the applicable AAR or industry agreement, rule or practice, notwithstanding any provision of this Agreement which may be construed or interpreted to the contrary, including, without limitation, the provisions of Section 2.2 and Section 2.8. The parties shall also accept and be governed by any provision of any AAR or industry agreement, rule or practice applicable to processes and procedures for dealing with the circumstances underlying any such subsequent reallocation (including without limitation the investigation and processing of third party claims), notwithstanding any provision of this Agreement which may be construed or interpreted to the contrary,

including, without limitation, the provisions of Section 8.14 and Section 10.2.

(b) If any dispute, controversy or claim arises with regard to the subsequent reallocation of any portion of any asset or liability allocated under Section 2.10(a), and the pertinent AAR or industry agreement, rule or practice provides for arbitration, then the arbitration provisions of that agreement, rule or practice shall, as to that subsequent reallocation, supersede any provisions of this Agreement which may be construed or interpreted to the contrary, including, without limitation, the arbitration provisions of Section 11.12.

Section 2.11. Insurance Proceeds. Except as otherwise provided in this Agreement, the proceeds of any insurance recoveries from insurance carried by CRR, CRC or their respective Affiliates on or prior to the Closing Date covering Assets, Retained Liabilities or Allocated Liabilities, which are received on or after the Closing Date, shall accrue to the benefit of and be held by or paid over to CRC, NYC or PRR in proportion to the obligation each bears under this Agreement for the particular Liabilities to which the insurance recoveries are applicable.

ARTICLE III

CLOSING AND CLOSING DATE

Section 3.1. Closing. Subject to the terms and conditions of this Agreement, the closing of the transactions contemplated in Article II and Article VI (the "Closing") shall take place at a place to be mutually agreed by CSX and NSC on the third business day following the date on which all of the conditions set forth in Article IX shall have been satisfied or waived, or at such other time, date and place as the parties shall agree upon (the "Closing Date").

Section 3.2. Pre-Closing Actions. Prior to the Closing, CRR shall cause CRC to establish NYC and PPR as wholly owned Subsidiaries of CRC and shall cause CRC and NYC to enter into the NYC LLC Agreement and shall cause CRC and PRR to enter into the PRR LLC Agreement.

Section 3.3. Closing Deliveries. At the Closing:

(a) CSX and CSXT shall deliver or cause to be delivered to NSC the following documents:

(i) an executed counterpart of the CSXT Equipment Agreement;

(ii) an executed counterpart of the CSXT Operating Agreement;

(iii) an executed counterpart of each of the Trackage Rights Agreements to which CSXT or its Affiliates is to be a party;

(iv) an executed counterpart of each of the CSXT/NSR Haulage Agreements to which CSXT or its Affiliates is to be a party;

(v) an executed counterpart of each of the Shared Assets Agreements and Other Operating Agreements to which CSXT or its Affiliates is to be a party; and

(vi) such other and further certificates, assurances and documents otherwise necessary for the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) NSC and NSR shall deliver or cause to be delivered to CSX the following documents:

(i) an executed counterpart of the NSR Equipment Agreement;

(ii) an executed counterpart of the NSR Operating Agreement;

(iii) an executed counterpart of each of the Trackage Rights Agreements to which NSR or its Affiliates is to be a party;

(iv) an executed counterpart of each of the CSXT/NSR Haulage Agreements to which NSR or its Affiliates is to be a party;

(v) an executed counterpart of each of the Shared Assets Agreements and Other Operating Agreements to which NSR or its Affiliates is to be a party; and

(vi) such other and further certificates, assurances and documents otherwise necessary for the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements.

(c) CRR Parent, CRR and CRC (for itself and, if applicable, as CRR's successor entity) shall deliver or cause to be delivered to each of CSX and NSC:

(i) the NYC Equipment Agreement executed by CRC and NYC;

(ii) a counterpart of the CSXT Equipment Agreement executed by NYC;

(iii) the PRR Equipment Agreement executed by CRC and PRR;

(iv) a counterpart of the NSR Equipment Agreement executed by PRR;

(v) a counterpart of the CSXT Operating Agreement executed by NYC;

(vi) a counterpart of the NSR Operating Agreement executed by PRR;

(vii) an executed counterpart of each of the Trackage Rights Agreements, the CSXT/NSC Haulage Agreements, the Shared Assets Agreements and the Other Operating Agreements to which CRC or its Affiliates is a party;

(viii) the Tax Allocation Agreement executed by Green, CRR, CRC, CRR Industries, PRR and NYC;

(ix) the NYC LLC Agreement executed by CRC;

(x) the PRR LLC Agreement executed by CRC;

(xi) a Capital Contribution, Assignment and Assumption Agreement executed by CRC and NYC to effectuate the transfer of the NYC Allocated Assets and the NYC Allocated Liabilities to NYC;

(xii) a Capital Contribution, Assignment and Assumption Agreement executed by CRC and PRR to effectuate the transfer of the PRR Allocated Assets and the PRR Allocated Liabilities to PRR; and

(xiii) such other and further certificates, assurances and documents otherwise necessary for the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements.

ARTICLE IV

CRR PARENT, CRR AND CRC GOVERNANCE AND FUNDING

Section 4.1. Pre-Control Date Matters. (a) Unless expressly permitted in another agreement between CSX and NSC, neither CSX nor NSC will, without the prior agreement of the other, agree to any modifications of the terms and conditions of, or give any consent or waiver under, the Merger Agreement, including without limitation under Section 4.1 of the Merger Agree-

ment. Without limiting the foregoing, neither CSX nor NSC will, without the other's prior consent, agree to any determinations with respect to, direct CRR to take any action with respect to, or object to or prohibit any action with respect to CRR's employee stock ownership plan, pension plan, stock employee compensation trust or any other CRR benefit plan, program, arrangement or other contract, or any trust or other funding arrangement that is intended to be used in whole or in part to provide or fund benefits under any CRR or CRC benefit plans, programs, arrangements or contracts. In addition, CSX will consult and agree with NSC prior to providing any notices to CRR under the Merger Agreement and shall promptly provide NSC with copies of all written notices provided by CSX to CRR or received by CSX from CRR under the Merger Agreement.

(b) Prior to the Control Date CRR shall be governed in accordance with the terms of the Amended and Restated Voting Trust Agreement.

Section 4.2. Post-Control Date CRC Governance. CRR Parent shall vote all of the shares in the capital stock of CRC and all of the parties shall take all other necessary or desirable action within their respective control to effectuate the following:

(a) Following the Control Date, the business and affairs of CRC shall be managed under the direction of the CRC Board consisting of six persons divided into two classes of three directors. Three directors shall be designated by CSX (the "CSX Directors") and three directors shall be designated by NSC (the "NSC Directors").

(b) Approval of the CRC Board shall be required for all Major Decisions of CRC. The power of the CRC Board to approve such actions and decisions shall be exclusive to the CRC Board, and no officer may take any such action or make any such decision without the approval of the CRC Board. Any action or decision of the CRC Board, whether at a meeting of the CRC Board or by written consent, may only be taken if approved by a majority of CSX Directors and a majority of NSC Directors.

(c) The CSX Directors may appoint by majority vote one Co-Chairman (the "CSX Co-Chairman") and the NSC Directors may appoint by majority vote one Co-Chairman (the "NSC Co-Chairman"). The Co-Chairmen shall preside at all meetings of the CRC Board and shall have and perform such other duties as may be assigned to them by the CRC Board.

(d) If the office of any CSX Director becomes vacant, the remaining CSX Directors by a majority vote may appoint any qualified individual to fill such vacancy, and such individual shall hold office for the unexpired term and until his or her

successor shall be duly chosen. If the office of any CSX Director becomes vacant and there are no remaining CSX Directors, CSX may appoint any qualified individuals to fill the CSX Directors vacancies by a writing to such effect. If the office of any NSC Director becomes vacant, the remaining NSC Directors by a majority vote may appoint any qualified individual to fill such vacancy, and such individual shall hold office for the unexpired term and until his or her successor shall be duly chosen. If the office of any NSC Director becomes vacant and there are no remaining NSC Directors, NSC may appoint any qualified individuals to fill the NSC Directors vacancies by a writing to such effect.

(e) Any CSX Director may be removed either for or without cause at any time, but only by CSX in a writing to such effect. Any NSC Director may be removed either for or without cause at any time, but only by NSC in a writing to such effect.

(f) In addition to the two Co-Chairmen of the CRC Board, the officers of CRC may include a chief executive officer, one or more vice presidents, a treasurer and a secretary, all of whom shall be elected by and shall serve at the direction of the CRC Board.

(g) The parties agree to take all necessary action such that each of CSX and NSC shall have rights identical to those set forth in paragraphs (a) through (f) above with respect to the Boards of Directors and management of CRR and each of its Affiliates in addition to CRC other than NYC and PRR.

Section 4.3. Post-Closing Date CRC Funding. (a) From and after the Closing Date, CSX and NSC shall ensure that CRR, CRC and their Affiliates have sufficient cash to satisfy the Retained Liabilities as they become due and any operating and other expenses incurred by CRR, CRC and their Affiliates in the conduct of their business consistent with this Agreement and the Ancillary Agreements after giving effect to any Distributions received or to be received from NYC and PRR. In furtherance of the foregoing sentence, following receipt by CRR Parent of written notice from CRC of a CRC Board decision that CRC requires such cash, CRR Parent shall provide such cash to CRC by capital contribution, loan or advance to be made on the next business day following the expiration of 30 days after receipt of such notice, unless a later date is determined by the CRC Board or another date is agreed in writing by CRC and CRR Parent.

(b) It is the intent of the parties that the economic burden of the Corporate Level Liabilities will be borne, directly or indirectly, by CSX or NSC in accordance with their respective Percentage.

Section 4.4. Post-Control Date CRC and Other Distributions. Following the Control Date, subject to any legal and

contractual restrictions, the CRC Board shall cause CRC to make a Distribution to CRR Parent as soon as is practical and in any event within 45 days after each fiscal quarter of all cash received by CRC from operations and any dividends, interest or other cash Distributions from any Person in which CRC has an interest which is in excess of 120% of the amount of cash reasonably contemplated by the CRC Board as being necessary for the cash payment of CRC's operating expenses (net of receipts), debt service, contingencies, budgeted capital expenditures and working capital requirements (all of which shall take into account cash on hand and future expected cash surpluses and cash requirements). Notwithstanding the foregoing, no Distribution shall be made which would render CRC insolvent or which is prohibited by the terms of any Indebtedness of CRC or its Affiliates.

Section 4.5. Operating Fees, Interest Rentals and Base Rent. The parties anticipate that as of the Closing Date, the sum of the following amounts will total seven hundred and fifty million dollars: (i) Interest Rentals payable under the Shared Assets Agreements, (ii) Operating Fees payable under the CSXT Operating Agreement and the NSR Operating Agreement and (iii) Base Rent payable under the CSXT Equipment Agreement and the NSR Equipment Agreement. The parties acknowledge that as of a Valuation Date, (i) the Interest Rentals, Operating Fees and Base Rent shall be determined as set forth in the CSXT Operating Agreement, the NSR Operating Agreement, the CSXT Equipment Agreement, the NSR Equipment Agreement and the Shared Assets Agreements and (ii) the allocation between CSXT and NSR of the Operating Fees and Base Rent payable under the CSXT Operating Agreement, the NSR Operating Agreement, the CSXT Equipment Agreement and the NSR Equipment Agreement shall reflect the then relative Fair Market Rental Values of the NYC Allocated Assets, the PRR Allocated Assets, the CSXT Equipment and the NSR Equipment as of the most recent Valuation Date (which allocation, in the case of a Valuation Date that is also the Closing Date, shall be a 58% allocation to NSR and a 42% allocation to CSXT).

ARTICLE V

NYC and PRR GOVERNANCE AND CONDUCT

Section 5.1. NYC Governance. From and after the Control Date, CSX shall have exclusive authority to direct the appointment of the officers and directors of NYC who shall in their discretion, but subject to the provisions of this Agreement, direct the operation of NYC. Without limiting the foregoing but subject to Section 5.3, CRC, in its capacity as the sole member of NYC, shall follow CSX's directions with respect to the management and operation of NYC to the extent that such directions are not inconsistent with the terms of this Agreement, the NYC LLC Agreement or any applicable laws and do not involve the transfer,

sale, conveyance, distribution, pledge, hypothecation, encumbrance or assignment of such membership interest (other than in connection with a Restructuring).

Section 5.2. PRR Governance. From and after the Control Date, NSC shall have exclusive authority to direct the appointment of the officers and directors of PRR, who shall in their discretion, but subject to the provisions of this Agreement, direct the operation of PRR. Without limiting the foregoing but subject to Section 5.3, CRC, in its capacity as the sole member of PRR, shall follow NSC's directions with respect to the management and operation of PRR to the extent that such directions are not inconsistent with the terms of this Agreement, the PRR LLC Agreement or any applicable laws and do not involve the transfer, sale, conveyance, distribution, pledge, hypothecation, encumbrance or assignment of such membership interest (other than in connection with a Restructuring).

Section 5.3. NYC and PRR Actions. Notwithstanding anything to the contrary contained in Section 5.1 or Section 5.2, unless it receives the prior written consent of CSX and NSC to the contrary, CRC, as the sole member of each of NYC and PRR, shall cause NYC and PRR respectively to enforce, to the fullest extent permitted by law or Contract, their rights under the Ancillary Agreements, including any right to receive payments or any indemnities thereunder.

Section 5.4. NYC and PRR Distributions. The parties agree that, from and after the Control Date, other than Distributions made by NYC and PRR contemporaneously and in proportion to the respective Percentage of CSX and NSC, NYC and PRR shall not be required, without the consent of CSX or NSC, respectively, to make any Distributions to CRC or its Affiliates.

Section 5.5. Actions. CRC shall exercise its ownership interest in NYC and PRR, respectively, and all of the parties shall take all other necessary or desirable action within their respective control, in order to effectuate the provisions of this Article V.

ARTICLE VI

EMPLOYEE MATTERS

Section 6.1. Employees of CRR and CRC. (a) On the Closing Date, or as soon thereafter as any applicable labor agreements, statutes, regulations and STB conditions, and implementing agreements thereunder, may permit or require, each of CSX, NSC, NYC or PRR or their respective Affiliates shall make employment available to CRR and CRC agreement employees pursuant to the requirements and procedures under the said applicable

labor agreements, statutes, regulations, conditions and implementing agreements.

(b) Prior to the Closing Date, each of CSX and NSC and their respective Affiliates shall comply with the Staffing Process Guidelines dated June 1, 1997 as adopted by CSX and NSC.

(c) Not later than thirty days prior to the Closing Date, CSX and NSC jointly shall determine the location, functions to be performed by, resources and positions required by, and methodology for cost determination for Continuing CRC Management. Each function shall be defined in terms of a description of the function, the number of positions required to perform the function and general descriptions of the nature of each function, including whether it is intended to be performed on an interim or on-going basis. CSX and NSC jointly may enter into one or more agency agreements by which CSX or NSC or their respective Affiliates may perform any Continuing CRC Management functions.

(d) To the extent implementing agreements are required by STB-imposed conditions in order to effect the transactions contemplated by Article II and Article VI, each party agrees to use its commercially reasonable efforts to obtain implementing agreements reasonably determined by the parties to be necessary to effect such transactions. Where necessary to effect the transactions contemplated by Article II and Article VI, the parties will jointly negotiate (and if no agreement is reached will jointly arbitrate to reach an agreement) an implementing agreement to which they will be parties with the employee representative(s) of the appropriate craft or class of employees of each carrier. Notwithstanding the foregoing, no party shall be required by this Section 6.1(d) to agree to implementing agreements which it, in its reasonable judgment, determines to be contrary to its business interests.

Section 6.2. Employee Related Liabilities. Employee Related Liabilities shall be designated as follows:

(a) Separation Costs subsequent to the Control Date associated with agreement employees at CRC's or its Affiliates' shops in Altoona and Hollidaysburg shall be the responsibility of NSR. Separation Costs subsequent to the Control Date associated with agreement employees at CRC's or its Affiliates' headquarters in Philadelphia, technology center in Philadelphia, and customer service center in Pittsburgh (notwithstanding its joint use as a SSO Facility) will be the responsibility of CSXT.

(b) The on-going employee expenses related to Continuing CRC Management after the Control Date shall be Corporate Level Liabilities; provided that (i) each of CSX and NSC shall have the right pursuant to Section 2.3 to discontinue use of a Continuing CRC Management function or a position related to a SSO

Facility and (ii) each of CSX and NSC shall have the right pursuant to Section 2.4 to discontinue use of a function performed by, or a position occupied by, an employee identified pursuant to clause (b) of the definition of Continuing CRC Management. Notwithstanding the foregoing, Separation Costs associated with Continuing CRC Management employees after the Closing Date shall be allocated as otherwise provided in this Agreement.

(c) In each instance subsequent to the Control Date and subject to the provisions of Section 6.2(a) above, (i) Separation Costs associated with CRC agreement employees working jobs at or in respect of NYC Allocated Assets will be the sole responsibility of CSXT, (ii) Separation Costs associated with CRC agreement employees working jobs at or in respect of PRR Allocated Assets will be the sole responsibility of NSR, (iii) for each CRC agreement employee working a job at or in respect of Retained Assets, Separation Costs will be a Corporate Level Liability, and (iv) Separation Costs associated with CRC or CRR agreement employees working jobs at or in respect of two or more such properties (i.e., NYC Allocated Assets, PRR Allocated Assets and Retained Assets) will be treated as the responsibility of CSXT, NSR, or as a Corporate Level Liability, depending upon the Asset at or in respect of which the employee predominantly works.

(d) Subject to Sections 6.2(a) and (e), if an employee of CRR, CRC or their respective Affiliates on the Control Date who is subject to any protective conditions imposed by the STB pursuant to the transactions contemplated by this Agreement or the Ancillary Agreements cannot obtain employment with CRC, PRR, NYC, CSX, NSC or their respective Affiliates after the Control Date, then the Separation Costs in respect of such employee shall be included among Corporate Level Liabilities, NYC Allocated Liabilities or PRR Allocated Liabilities on the basis of whether the employee performed the preponderance of his or her service in the six months preceding the first day of the month in which the Control Date occurred at or in respect of a Retained Asset, an NYC Allocated Asset or a PRR Allocated Asset. The Separation Costs of employees as to whom no reasonable determination can be made shall be Corporate Level Liabilities, but shall be assigned on an alternating basis to NYC and PRR for the purpose of administering the claims.

(e) If an employee of CRC, CSX, NSC, PRR, NYC or their respective Affiliates who is subject to any protective conditions imposed by the STB pursuant to the transactions contemplated by this Agreement or the Ancillary Agreements moves his or her employment from one of such parties to another of such parties on or after the Control Date (including any employee in respect of whom the Separation Costs have already been allocated to one of CRC, PRR, NYC, CSX, NSC or their respective Affiliates), responsibility for such employee's Separation Costs arising thereafter

shall be assumed by the new employer; provided that any relocation costs shall be the responsibility of the first employer.

(f) Separation Costs associated with employees who were employed by CSX or NSC or their Affiliates on the day preceding the Control Date will be the sole responsibility of such employer.

(g) Separation Costs associated with employees who are, as of the Control Date, non-agreement employees of CRR or CRC (including payments to be made by CSX, CRR or the Surviving Corporation under the Merger Agreement) shall be Corporate Level Liabilities. Compensation and other expenses after the Control Date associated with those non-agreement CRC employees who are not designated as Continuing CRC Management and who are not employed by either CSX or NSC, or their respective Affiliates, shall be Corporate Level Liabilities until such time as such employees are no longer employed by CRC.

(h) Compensation and other expenses (excluding Separation Costs) for agreement employees (other than Continuing CRC Management) working jobs at or in respect of NYC Allocated Assets shall be the sole responsibility of CSXT. Compensation and other expenses (excluding Separation Costs) for agreement employees (other than Continuing CRC Management) working jobs at or in respect of PRR Allocated Assets shall be the sole responsibility of NSR.

(i) Notwithstanding anything in this Section 6.2 to the contrary, Separation Costs (other than payments made pursuant to the CRR Stay Bonus Program) under CRR or CRC plans and agreements (including the Third Amendment) for a CRC non-agreement employee who becomes employed after the Control Date by CSX or its Affiliates or NSC or its Affiliates, which Separation Costs arise subsequent to the date of such employment, will be borne by the employing party.

Section 6.3. Non-Agreement Employee Benefit Plans.

(a) The employee benefit plans, programs and policies which currently are provided to the non-agreement employees of CRR, CRC or their respective Affiliates will continue to be provided to the non-agreement employees of CRC and its Affiliates and to non-agreement Continuing CRC Management on and after the Control Date, unless it is determined jointly by CSX and NSC that such benefits shall be changed; provided that CSX and NSC shall not make any changes in such plans, programs or policies that contravene Attachment A to the CRR Disclosure Schedule delivered in connection with the Third Amendment. The costs associated with such plans, programs and policies shall be Corporate Level Liabilities, except that Separation Costs shall be allocated and paid as otherwise provided herein. CSX and NSC jointly may enter into one or more agency agreements with CRR, CRC or their respec-

tive Affiliates for CSX or NSC to provide any of such benefits, programs or policies.

(b) Any employee benefit plans, programs and policies for the employees of NYC and its Subsidiaries shall be the sole responsibility of NYC and included in the NYC Allocated Liabilities. Any employee benefit plans, programs and policies for the employees of PRR and its Subsidiaries shall be the sole responsibility of PRR and included in the PRR Allocated Liabilities. However, notwithstanding the foregoing, NYC, PRR and CRC shall provide to each other any information that is necessary to determine whether any benefit plan is or continues to be tax qualified, and in the event that NYC, PRR or CRC reasonably determines that the benefit plans of NYC, PRR and CRC, when considered together, may cause one or more benefit plans to lose or fail to obtain their tax qualification, NYC, PRR and CRC shall agree to appropriate changes to prevent such loss of tax qualification.

(c) CSX, NSC and CRC agree to take any actions permitted by law that are necessary or appropriate to determine the amount of excess assets in CRC benefit plans and to allow allocation to CSX and NSC or their respective Affiliates in proportion to their respective Percentage; provided that no such transfer shall reduce the assets remaining in any CRC defined benefit plans to a level that is less than 100% of the Liabilities for benefits on a termination basis as reasonably calculated by Price Waterhouse employing usual and customary methodology and assumptions and; provided further that no such transfer shall reduce the assets remaining in any other CRC benefit plan to a level that is less than 100% of the Liabilities for those other CRC benefit plans as reasonably calculated by Price Waterhouse. CSX, NSC and CRC shall reach an agreement as to the transfer of accrued benefits and related assets with respect to employees that are transferred.

(d) Any Liabilities incurred prior to the Closing Date by CRR, CRC or any of their respective Affiliates with respect to any employee benefit plan, program, policy or arrangement, other than to the extent a Liability is funded under a CRC benefit plan, shall be Corporate Level Liabilities.

Section 6.4 Residual Liability. The allocation of liabilities associated with the employees of CRR, CRC or any of their respective Affiliates hereunder is intended merely to assign primary responsibility for such liabilities among the parties. Nothing in the Agreement shall be interpreted or construed as a restriction or limitation of the duties and responsibilities of CRR, CRC, their respective Affiliates and CSX with respect to employee-related liabilities as set forth in the Merger Agreement and Attachment A to the CRR Disclosure Schedule delivered in connection with the Third Amendment.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

Section 7.1. CSX. CSX represents and warrants to NSC, CRR and CRR Parent as of the date hereof and as of the Closing Date as follows:

(a) Organization and Good Standing. CSX is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia.

(b) Authority. CSX has full corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements and to consummate the transactions contemplated hereby and thereby. All corporate acts and other corporate proceedings required to be taken by or on the part of CSX to authorize CSX to execute, deliver and authorize the performance of this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby have been duly and properly taken.

(c) Enforceability. This Agreement has been and each of the Ancillary Agreements will be duly executed and delivered by CSX and, when duly executed and delivered by NSC and (to the extent such agreement is not being entered into as of the date hereof) CSX, will constitute the legal, valid and binding obligation of CSX enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization and other laws of general application relating to or affecting enforcement of creditors' rights and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought.

(d) No Violation. The execution and delivery by CSX of this Agreement and the Ancillary Agreements will not violate in any material respect any law, or in any material respect conflict with, result in any breach of, constitute a default (or any event which with notice or lapse of time or both would become a default) under the Articles of Incorporation or Bylaws of CSX or any material Contract to which CSX is a party or by which it or its property or assets is bound.

(e) No Approvals. Except for required approvals by the STB and filings required under the Securities Exchange Act of 1934, as amended (the "Required Approvals"), no declaration, filing or registration with, or notice to, or authorization, consent or approval of, any Governmental Entity is necessary for the consummation by CSX of the transactions contemplated hereby or by the Ancillary Agreements, other than such filings, registrations, authorizations, consents or approvals which, if not obtained or

made, will not, in the aggregate, materially adversely affect the ability of CSX to consummate the transactions contemplated hereby or by the Ancillary Agreements.

Section 7.2. NSC. NSC represents and warrants to CSX, CRR and CRR Parent as of the date hereof and as of the Closing Date as follows:

(a) Organization and Good Standing. NSC is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia.

(b) Authority. NSC has full corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements and to consummate the transactions contemplated hereby and thereby. All corporate acts and other corporate proceedings required to be taken by or on the part of NSC to authorize NSC to execute, deliver and authorize the performance of this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby have been duly and properly taken.

(c) Enforceability. This Agreement has been and each of the Ancillary Agreements will be duly executed and delivered by NSC and, when duly executed and delivered by CSX and (to the extent such agreement is not being entered into as of the date hereof) NSC, will constitute the legal, valid and binding obligation of NSC enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization and other laws of general application relating to or affecting the enforcement of creditors' rights and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought.

(d) No Violation. The execution and delivery by NSC of this Agreement and the Ancillary Agreements will not violate in any material respect any law, or in any material respect conflict with, result in any breach of, constitute a default (or any event which with notice or lapse of time or both would become a default) under the Articles of Incorporation or Bylaws of NSC or any material Contract to which NSC is a party or by which it or its property or assets is bound.

(e) No Approvals. Except for the Required Approvals, no declaration, filing or registration with, or notice to, or authorization, consent or approval of, any Governmental Entity is necessary for the consummation by NSC of the transactions contemplated hereby or by the Ancillary Agreements, other than such filings, registrations, authorizations, consents or approvals which, if not obtained or made, will not, in the aggregate, materially adversely affect the ability of NSC to consummate the transactions contemplated hereby or by the Ancillary Agreements.

ARTICLE VIII

COVENANTS

Section 8.1. Conduct of Business. Except as provided for in this Agreement or as otherwise consented to by CSX and NSC in writing, between the Control Date and the Closing Date, the parties will use reasonable commercial efforts to cause the Assets to be operated by CRR, CRC and their respective Affiliates in the ordinary course consistent with past practice and in compliance in all material respects with all applicable laws and regulations and will use their reasonable commercial efforts to preserve intact the Assets, use reasonable efforts to keep available the services of CRR's, CRC's and their respective Affiliates' current officers and other key employees as a group and preserve CRR's, CRC's and their respective Affiliates' relationships with those Persons having business dealings with CRR, CRC and their respective Affiliates to the end that their goodwill and ongoing businesses shall be unimpaired at the Closing Date. Without limiting the foregoing, between the Control Date and the Closing Date, the parties will use reasonable commercial efforts to ensure that CRR, CRC and their respective Affiliates continue their maintenance and improvement of Assets in the ordinary course in accordance with past practice without discriminating between Assets on the basis of whether they are or will be NYC Allocated Assets, PRR Allocated Assets or Retained Assets.

Section 8.2. Best Efforts. Subject to the terms and conditions of this Agreement, each party agrees to use best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements. No party shall knowingly take any action in contravention of, or which is inconsistent with, the transactions contemplated by this Agreement.

Section 8.3. Further Assurances; Consents. (a) From time to time after the Closing Date, each of the parties will execute and deliver such further instruments and will take such other actions as CSX, on the one hand, or NSC, on the other hand, may reasonably request in order to effectuate the purposes of this Agreement and the Ancillary Agreements and to carry out the terms hereof and thereof. To the extent that any consent or concurrence is required under this Agreement by any party or its Affiliates, such consent or concurrence shall not be unreasonably withheld.

(b) If any of the Allocated Assets cannot be transferred as contemplated by this Agreement (other than Contracts which are dealt with in Section 8.5), the parties will cooperate

to make the Allocated Asset available through whatever alternative arrangements will best carry out the purpose and accomplish the intent of this Agreement, except that this requirement shall not apply to Allocated Assets which cannot be transferred because of regulatory constraints.

Section 8.4. STB Approval. (a) The parties will as expeditiously as possible seek STB approval necessary for the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements. The parties will use their reasonable best efforts to obtain such approvals, and no party will take any position (at the STB or with any other Governmental Entity or elsewhere) inconsistent with this Agreement and the Ancillary Agreements.

(b) Each of CSX and NSC shall (i) coordinate and cooperate with one another to prepare and present to the STB, as soon as practicable, all applications, petitions, notices, filings and other presentations in connection with seeking all STB approvals, exemptions or other authorizations necessary to consummate the transactions contemplated by this Agreement and by the Ancillary Agreements, using, to the extent practicable, joint legal counsel and expert witnesses, (ii) prosecute such applications, petitions, notices, filings and other presentations with diligence, (iii) diligently oppose any objections to, appeals from or petitions to reconsider or reopen any such STB approval, (iv) take all such further action as in their judgment may facilitate obtaining a final order or orders of the STB approving the transactions contemplated by this Agreement and the Ancillary Agreements and (v) bear the burden, without adjustment in the Percentage or other consideration, of any STB imposed condition it accepts.

(c) Each of CSX and NSC shall coordinate and consult with one another with respect to all settlements involving the STB approval process. The parties further agree that, (i) any settlement or agreement pertaining to the Shared Assets Areas and the Shared Assets Agreements will require the joint approval of CSX and NSC; (ii) none of CRR, CRC nor CSX shall make any settlement or agreement with respect to any PRR Allocated Asset without NSC's prior written consent; (iii) none of CRR, CRC nor NSC shall make any settlement or agreement with respect to any NYC Allocated Asset without CSX's prior written consent and (iv) nothing contained herein shall require joint action for either CSX or NSC to enter into any settlement or Transportation Contract with any shipper or receiver of freight. CSX and NSC may act in their sole discretion in respect of the matters set forth in this Section 8.4(c).

(d) If the STB, as a condition to its approval of the transactions contemplated by this Agreement and the Ancillary Agreements, imposes a non-standard condition which would mate-

rially reduce the benefits to either CSX or NSC from the transactions contemplated by this Agreement and the Ancillary Agreements, then the materially affected party may in its sole discretion (i) accept such condition and proceed with the transactions contemplated by this Agreement and the Ancillary Agreements, or (ii) appeal such condition to the courts and postpone the Closing Date for up to thirty months (and its election under this Section 8.4(d)) until final action on its appeal, and (iii) if such appeal is unsuccessful, reject the condition and proceed in accordance with the terms of the Amended and Restated Voting Trust Agreement.

Section 8.5. Other Approvals. (a) The parties shall as expeditiously as possible use their reasonable best efforts to obtain any consent, authorization, order or approval of, or any exemption by, any Governmental Entity (other than the STB which is covered by Section 8.4) or private Person required to be obtained or made by the parties or their respective Affiliates to effectuate the purposes of this Agreement or the Ancillary Agreements and the transactions contemplated herein and therein, which actions shall include, without limitation, furnishing all information required under or in connection with approvals of or filings with any such Governmental Entity or private Person. Each party shall reasonably cooperate with each other in connection with the foregoing. CRC will use reasonable commercial efforts to transfer and assign to NYC and PRR all Contracts which are to be transferred pursuant to Article II, it being understood that CRC shall not seek any consents of any third party unless requested to do so by NYC, in the case of a Contract that is a NYC Allocated Asset, or PRR, in the case of a Contract that is a PRR Allocated Asset, and in no event shall CRC be obligated to make payments to third parties in order to obtain such consents.

(b) All Contracts and rights which are Allocated Assets and are not transferred pursuant to Section 8.5(a) shall be handled in accordance with the following procedure: (i) CRC or its Affiliates shall continue to be bound thereby and to hold the rights thereunder and (ii) NYC, in the case of a Contract that is a NYC Allocated Asset, and PRR, in the case of a Contract that is a PRR Allocated Asset, shall pay, perform and discharge fully all of the obligations of CRC or its Affiliates thereunder from and after the Closing Date. CRC or its Affiliates shall, without further consideration therefor, pay, assign and remit promptly to NYC or PRR, as appropriate, all monies, rights and other consideration received in respect of such performance. CRC or its Affiliates shall exercise or exploit the rights and options under all such Contracts only as reasonably directed by NYC, in the case of a Contract that is a NYC Allocated Asset, and PRR, in the case of a Contract that is a PRR Allocated Asset, and at NYC's or PRR's expense.

Section 8.6. [Intentionally Omitted.]

Section 8.7. Risk of Loss; Forced Disposal. (a) In the event of any loss or damage to or destruction of, prior to the Closing, any or all of the Allocated Assets by fire or other casualty, the title to and other rights associated with such Allocated Assets shall nevertheless pass to NYC or PRR as provided for herein without any liability or obligation on the part of any of the parties or their respective Affiliates as a result of such loss, damage or destruction and without any adjustment of the Percentage; provided, however, that at the Closing, CRC shall transfer to NYC or PRR, as the case may be, CRC's or its Affiliates' rights to any proceeds of any casualty insurance policies covering such damage or destruction plus the net proceeds, if any, actually collected by CRC or its Affiliates under the provisions of the casualty insurance policies, if any, covering such loss, damage or destruction.

(b) If any of the Allocated Assets are disposed of by CRR, CRC or their respective Affiliates because of conditions imposed by the STB prior to the Closing, in lieu of the transfer of such Allocated Assets, CRR, CRC or their respective Affiliates shall deliver to NYC or PRR, as the case may be, the benefit of any net after-tax consideration attributable to any such Allocated Assets received by CRR, CRC or their respective Affiliates pursuant to such disposition.

Section 8.8. Public Statements; Public Filings. Any written news releases prior to the Closing and any other disclosure required to be filed prior to the Closing with any Governmental Entity (other than routine information and filings with the Securities and Exchange Commission) pertaining to this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby will be subject to prior review by both CSX and NSC prior to release.

Section 8.9. Restructuring of CRC. (a) It is the parties' intent that, at some time after the Closing Date, CRC will transfer PRR or the assets and liabilities of PRR to NSC, transfer NYC or the assets and liabilities of NYC to CSX or otherwise separate PRR (for the benefit of NSC) and NYC (for the benefit of CSX) from CRC in the most efficient manner for U.S. federal income tax purposes (the transaction separating PRR from CRC for the benefit of NSC hereinafter referred to as the "PRR Restructuring", and the transaction separating NYC from CRC for the benefit of CSX hereinafter referred to as the "NYC Restructuring"). A Restructuring shall not be consummated unless (i) CRC obtains a private letter ruling from the Internal Revenue Service (the "Service") substantially to the effect that such Restructuring qualifies as a tax-free transaction (except with respect to gain or income required to be recognized with respect to intercompany items or excess loss accounts pursuant to regulations under Section 1502 of the Code or with respect to gain or

income recognized in the Restructuring under Section 356 or Section 361 of the Code as the result of the receipt of "other property or money" within the meaning of such sections, provided that the amount of such gain or income recognized by CRR or its Affiliates is not substantial) under the Code (the "Ruling"), or the parties otherwise agree to proceed with such Restructuring on the basis of an opinion of tax counsel generally to the same effect, (ii) any required approval of the STB is obtained, (iii) Tax indemnities mutually satisfactory to CSX and NSC have been agreed to and (iv) the conveyance of the CRR Parent interests is structured in a way to ensure to the mutual satisfaction of CSX and NSC that after a Restructuring, NSC (in the case of the PRR Restructuring) and CSX (in the case of the NYC Restructuring) continue to hold their respective Percentage of the equity and 50 percent of the vote with respect to the Retained Assets and the Retained Liabilities and NSC (in the case of the PRR Restructuring) has no continuing interest whatsoever in NYC and CSX (in the case of the NYC Restructuring) has no continuing interest whatsoever in PRR. In addition, a PRR Restructuring shall not be consummated if, based upon the written opinion of outside tax counsel to CSX, such Restructuring would more likely than not impair the ability to consummate a subsequent NYC Restructuring, and a NYC Restructuring shall not be consummated if, based upon the written opinion of outside tax counsel to NSC, such Restructuring would more likely than not impair the ability to consummate a subsequent PRR Restructuring. The parties agree that the application referred to in Section 8.4(b) shall not seek the authority to effect any transaction referred to in this Section 8.5.

(b) CRC shall seek a Ruling at the request of either CSX or NSC or both of them. If CRC seeks a Ruling at the request of either CSX or NSC or both of them, after consultation with the party or parties requesting the Ruling, CRC shall prepare the Ruling request and any supplements or materials relating thereto that are required to be submitted to the Service in connection with the Ruling request (each, an "IRS Submission"). Each IRS Submission shall be true and correct in all material respects, and all material facts relating to the requested Ruling shall be disclosed to the Service. CRC shall provide CSX and NSC with a reasonable opportunity to review and comment on each IRS Submission prior to the filing of such IRS Submission with the Service, and no IRS Submission shall be filed with the Service unless the party or parties requesting the Ruling have agreed in writing as to the contents of such IRS Submission prior to such filing. CRC shall provide CSX and NSC with copies of each IRS Submission as filed with the Service. Neither CRC nor its Affiliates or representatives shall conduct any communications with the Service concerning the Ruling request, including meetings or conferences with personnel from the Service, whether in person, telephonically or otherwise, without notifying CSX and NSC and giving CSX and NSC the opportunity to participate. CRC shall provide CSX

and NSC with copies of any correspondence between CRC and the Service with respect to the Ruling request.

(c) If the requirements of clauses (i), (ii), (iii) and (iv) of the second sentence of Section 8.9(a) are satisfied and no opinion meeting the requirements of the third sentence of Section 8.9(a) is delivered with respect to a Restructuring, NSC (in the case of the PRR Restructuring) and CSX (in the case of the NYC Restructuring) shall have the right, consistent with the Ruling (or opinion of counsel, if applicable), to exchange some or all of its interests in CRR Parent for PRR (in the case of the PRR Restructuring) and NYC (in the case of the NYC Restructuring). At the request of PRR (in the case of a PRR Restructuring) or NYC (in the case of a NYC Restructuring) CRR Parent, CRR, CRC and their respective Affiliates shall take all action necessary or convenient in the reasonable opinion of PRR (in the case of a PRR Restructuring) or NYC (in the case of a NYC Restructuring) to effect a Restructuring that is permitted under Section 8.9(a).

Section 8.10. Provision of Corporate Records. As soon as practicable after the Closing Date CRC shall (a) deliver to or to the order of NYC all NYC Books and Records in the possession of CRC or its Affiliates and (b) deliver to or to the order of PRR all PRR Books and Records in the possession of CRC or its Affiliates; provided that Books and Records that relate to and are necessary for the operation of both the NYC Allocated Assets and the PRR Allocated Assets will be duplicated and included in both the NYC Books and Records and the PRR Books and Records; and provided further that copies of Books and Records necessary or useful to the operation of Shared Assets Areas, Continuing CRC Management, SSO Facilities and other Retained Assets shall be maintained at CRC. Such NYC Books and Records and PRR Books and Records shall be the property of NYC and PRR, respectively, but shall be retained and made available readily to CRC for review and duplication, subject to the limitations set forth in Section 8.11, until the earlier of notice from CRC that such records are no longer needed by CRC and the seventh anniversary of the Closing Date, but in all events until the tax year to which the Books and Records pertain is closed or settled with the Service and/or state tax authorities, unless a longer retention period is otherwise required by law.

Section 8.11. Access to Information. From and after the Closing Date, the parties shall afford (and CSX and NSC shall cause NYC and PRR to afford) each other and each other's authorized accountants, counsel and other designated representatives reasonable access and duplicating rights (with copying costs to be borne by the requesting party) during normal business hours and at such other times as may be agreed upon to all books and records and documents, communications, items and matters, including computer programs and data within each other's knowledge, possession or control relating to the Assets, the Allocated Li-

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abilities, the Retained Liabilities or the conduct of CRC's and its Affiliates' businesses, insofar as such access is reasonably required by a party or NYC or PRR and is consistent with applicable law (and shall use reasonable efforts to cause persons or firms possessing relevant items or information to give similar access). Items or information may be requested under this Section 8.11 only for the following purposes: audit, accounting, legal proceedings, litigation, tax preparation, transition planning and implementation planning purposes, as well as for purposes of fulfilling disclosure and reporting obligations. Information shall be provided pursuant to this Section 8.11 in accordance with reasonable procedures established by the parties in order to ensure compliance with the provisions of Section 8.13 and 8.14.

Section 8.12. Production of Witnesses and Individuals. From and after the Closing Date, CRR Parent, CRC, NYC, PRR, CSX and NSC shall use reasonable efforts to make available to each other, upon written request, their respective officers, directors, employees and agents for fact finding, consultation and interviews and as witnesses to the extent that any such person may reasonably be required in connection with any Action in which the requesting party may from time to time be involved relating to the transactions contemplated by this Agreement and the Ancillary Agreements, the Assets, the Allocated Liabilities, the Retained Liabilities or the conduct of CRC's and its Affiliates' business. Except as otherwise agreed between the parties, the parties agree to reimburse each other for reasonable documented out-of-pocket expenses (but not labor charges, salary payments or overheads) incurred by the other in connection with providing individuals and witnesses pursuant to this Section 8.12.

Section 8.13. Confidentiality. The parties shall hold (and CSX and NSC shall cause NYC and PRR to hold), and shall cause their respective officers, employees, agents, consultants and advisors to hold, in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of its independent legal counsel, by other requirements of law, all information furnished it by another party, NYC or PRR or their respective representatives pursuant to this Agreement or the Ancillary Agreements (except to the extent that such information can be shown to have been (i) available to such Person on a non-confidential basis prior to its disclosure by the other Person, (ii) in the public domain through no fault of such Person or (iii) later lawfully acquired from other sources by the Person to which it was furnished), and no Person shall release or disclose such information to any other person, except its auditors, attorneys, financial advisors, bankers and other consultants and advisors who shall be bound by the provisions of this Section 8.13. In the event that a subpoena, discovery or other request that arguably calls for production or disclosure of such confidential information is received, the Person receiving such

request must promptly notify in writing the Person whose information has been requested. The Person receiving such request shall provide the Person whose confidential information has been requested, a reasonable opportunity to review such information and to assert any rights it may have with respect to the potential disclosure of such confidential information. Each party shall be deemed to have satisfied its obligation to hold confidential information concerning or supplied by the other parties, NYC or PRR if it exercises the same care as it takes to preserve confidentiality for its own similar information.

Section 8.14. Privileged Matters. (a) The parties agree that from and after the Control Date CRC and its Affiliates will maintain, preserve and assert all privileges, including, without limitation, privileges arising under or relating to the attorney-client relationship (which shall include, without limitation, the attorney-client and work product privileges) that relate directly or indirectly to the Assets, the Allocated Liabilities or the Retained Liabilities or CRC's and its Affiliates' business for any period prior to the Closing Date ("Privileges"). CRC shall not waive any Privilege that could be asserted under applicable law without the prior written consent of CSX and NSC. The rights and obligations created by this Section 8.14 shall apply to all information as to which, but for the transactions contemplated by this Agreement and the Ancillary Agreements, CRC would have been entitled to assert or did assert the protection of a Privilege ("Privileged Information"), including but not limited to (i) any and all information generated prior to the Closing Date but which, after the Closing, is in the possession of CSX, NSC, NYC or PRR (ii) all communications subject to a Privilege occurring prior to the Closing Date between counsel for CRC and any person who, at the time of the communication, was an employee of CRC, regardless of whether such employee is or becomes an employee of CSX, NSC, NYC or PRR and (iii) all information generated, received or arising after the Closing that refers or relates to Privileged Information generated, received or arising prior to the Closing.

(b) From and after the Control Date, upon receipt by CRC or any of its Affiliates of any subpoena, discovery or other request that arguably calls for the production or disclosure of Privileged Information or if CRC or any of its Affiliates obtains knowledge that any current or former employee of CRC or any of its Affiliates has received any subpoena, discovery or other request which arguably calls for the production or disclosure of Privileged Information, CRC shall promptly notify in writing CSX, NSC, NYC and PRR of the existence of the request and shall provide CSX and NSC a reasonable opportunity to review the information and to assert any rights it may have under this Section 8.14 or otherwise to prevent the production or disclosure of Privileged Information. CRC will not produce or disclose any information arguably covered by a Privilege under this Section

8.13 unless (i) CSX and NSC have both provided their written consent to such production or disclosure or (ii) a court of competent jurisdiction has entered a final, nonappealable order finding that the information is not entitled to protection under any applicable privilege.

(c) If there is a reasonable likelihood that the waiver by CRC of any Privilege could expose CSX, NSC, NYC or PRR to Liability or could prejudice the other party's position in pending or threatened litigation, otherwise adversely affect CSX, NSC, NYC or PRR, CRC will promptly notify in writing CSX and NSC prior to such waiver, and, at CSX's and NSC's request, CRC will assert or preserve the Privilege, as applicable, if CRC's interests will not be adversely affected by its assertion or preservation of the Privilege.

Section 8.15. Administration of Actions. After the Closing Date, (a) NYC shall have exclusive authority and control over the investigation, prosecution, defense and appeal of all Actions relating primarily to NYC, the NYC Allocated Assets, the NYC Allocated Liabilities or a Retained Liability (except for Retained Liabilities for which the monetary claim is more than \$500,000 or injunctive relief is sought) which arose at the location of a NYC Allocated Asset, or with which a NYC Allocated Asset is most significantly involved (each, an "NYC Action"), and may settle or compromise, or consent to the entry of any judgment with respect to, any such NYC Action without the consent of CRC, NSC or PRR and (b) PRR shall have exclusive authority and control over the investigation, prosecution, defense and appeal of all Actions relating primarily to PRR, the PRR Allocated Assets, the PRR Allocated Liabilities, or a Retained Liability (except for Retained Liabilities for which the monetary claim is more than \$500,000 or injunctive relief is sought), which arose at the location of a PRR Allocated Asset or with which a PRR Allocated Asset is most significantly involved (each a "PRR Action"), and may settle or compromise, or consent to the entry of any judgment with respect to, any such PRR Action without the consent of CRC, CSX or NYC; provided that neither NYC or PRR may settle or compromise, or consent to the entry of any judgment with respect to, any such Action without the prior written consent of the other if such settlement, compromise or consent to such judgment (i) includes any form of injunctive relief binding upon such other party or CRC or (ii) does not include as an unconditional term thereof the giving by the claimant or plaintiff to such other party or CRC and any Affiliates of CRC subject to such Action of a full and final release from all liability in respect to such claim or litigation. After the Closing Date with respect to an Action not covered under clauses (a) or (b) of the foregoing sentence (including Actions relating to Corporate Level Liabilities), the handling, administration and disposition of such Actions shall be the joint responsibility of CSX and NSC and the costs thereof shall be Corporate Level Liabilities. In

assigning joint responsibility for the administration, handling and disposition of Actions to CSX and NSC, hereunder it is not the parties' intent that CSX and NSC will actually administer, handle and dispose of such Actions jointly, but rather that CSX and NSC will agree on the most practical and efficient arrangements with the objective of eliminating unnecessary duplication of effort and minimizing overall costs. The costs and expenses of the administration and handling of such Actions shall be Corporate Level Liabilities; provided that the salaries of, expenses incurred by and overheads associated with full-time employees of CSX or NSC while engaged in investigating or handling such Actions shall be the responsibility of the employing party and shall not be Corporate Level Liabilities.

Section 8.16. Administration of FELA Claims. (a) The administration, handling and disposition of FELA Claims (whenever made) that are Corporate Level Liabilities shall be (i) the responsibility of the party controlling the Allocated Asset where the incident or incidents giving rise to the FELA Claim occurred, or (ii) the responsibility of the party controlling the Allocated Asset most significantly involved if the FELA Claim arises from an incident or incidents occurring at multiple locations on Allocated Assets, or (iii) the joint responsibility of CSX and NSC if the FELA Claim arises from an incident or incidents occurring at unknown locations or a location not otherwise covered by clauses (i) or (ii) of this sentence. In assigning joint responsibility for the administration, handling and disposition of FELA Claims to CSX and NSC under the foregoing clause (iii), it is not the parties' intent that CSX and NSC will actually administer, handle and dispose of such actions jointly, but rather that CSX and NSC will agree on the most practical and efficient arrangements with the objective of eliminating unnecessary duplication of effort and minimizing overall costs. The costs and expenses of the administration, handling and disposition of (A) FELA Claims made prior to the Closing Date and (B) all other FELA Claims that are Corporate Level Liabilities, shall be Corporate Level Liabilities and shall be borne by CSX and NSC in proportion to their respective Percentages; provided that the salaries of, expenses incurred by and overheads associated with full-time employees of CSX or NSC while engaged in investigating or handling such FELA Claims shall be the responsibility of the employing party and shall not be Corporate Level Liabilities; provided, further that the party responsible for the administration of FELA Claims which are Retained Liabilities shall, before agreeing to any single settlement of a FELA Claim or group of related FELA Claims, involving a payment of more than \$1 million, obtain the written consent of the other party. Failure of either party to respond to such a request for consent within fourteen days of receipt of such request shall be deemed to constitute consent.

(b) The administration, handling and disposition of FELA Claims (and the costs and expenses thereof) that are made on or after the Control Date and that are NYC Allocated Liabilities pursuant to Section 2.8(c) hereof shall be the responsibility of CSX. The administration, handling and disposition of FELA Claims (and the costs and expenses thereof) that are made on or after the Control Date and that are PRR Allocated Liabilities pursuant to Section 2.8(c) hereof shall be the responsibility of NSC.

Section 8.17. Tax Matters. (a) From the date hereof until the Closing Date, CRR and Green (i) shall timely and duly file, or cause to be timely and duly filed, all Tax Returns of CRR, CRC and their respective Affiliates required to be filed on or prior to the Closing Date and (ii) other than Taxes being contested in good faith, shall timely pay, or cause to be timely paid, all Taxes required to be paid by CRR, CRC or their respective Affiliates. From the Control Date until the Closing Date, CRR and Green, with respect to each of CRR, CRC and their respective Affiliates, shall not settle or compromise any Tax Liability, agree to any adjustment to any Tax attribute, change any method of accounting or make any election with respect to Taxes without first obtaining the prior written consent of CSX and NSC. CRR and its Subsidiaries agree to be included in a consolidated federal income tax return of Green.

(b) From and after the Closing Date, the Tax Allocation Agreement shall govern the rights and obligations of Green, CRR, CRC, CRR Industries, PRR and NYC with respect to Tax matters involving the operations of CRC, PRR and NYC.

Section 8.18. Committees. Within 90 days following the execution of this Agreement, two committees shall be established by CSX and NSC: the "Buffalo Committee" and the "Vickers Committee". Both committees shall consist of representatives appointed by CSX and representatives appointed by NSC. The Buffalo Committee will examine the CP-Draw drawbridge and interlocking in Buffalo, New York and will investigate ways of minimizing or eliminating conflict between CSX and NSC traffic flows through the area after the Closing Date. The Vickers Committee will examine the Vickers crossing in Toledo, Ohio and will investigate ways of minimizing or eliminating conflict between CSX and NSC traffic flows through the area after the Closing Date. Within 90 days of appointment, each such committee will prepare a report detailing options for solving the traffic conflict problems, along with cost estimates for each such option.

Section 8.19. Chicago Gateway Access. CSXT and NSR will preserve and enhance the independent competitive capability of each to move traffic to and through the Chicago Gateway (as defined in Schedule 3) by adhering to the requirements of Schedule 3.

Section 8.20. Car Hire and Car Service. The parties recognize that industry rules, including the AAR Car Service Rules, may pose problems with respect to the payment and collection of car hire in connection with Equipment that is included in Retained Assets and that is used or operated with the Allocated Assets and with the Shared Assets Areas. The parties shall use their reasonable best efforts and take all actions, including seeking changes in industry rules, as may be necessary or appropriate to allow each party, in the most favorable manner possible, to collect car hire on the Equipment allocated to it pursuant to Section 2.6 hereof and to pay the car hire due for cars used or operated with Allocated Assets and with the Shared Assets Areas.

ARTICLE IX

CONDITIONS PRECEDENT TO THE CLOSING

Section 9.1. Conditions Precedent to Obligations. The respective obligations of CSX, NSC, CRR Parent, CRR and CRC to effect the transactions contemplated by Article II shall be subject to the fulfillment or mutual waiver at or prior to the Closing Date of the following conditions:

(a) No preliminary or permanent injunction or other order or decree issued by a court of competent jurisdiction or any other legal restraint or prohibition which prevents the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements shall be in effect and no statute, rule or regulation shall have been enacted by any Governmental Entity prohibiting the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

(b) The STB shall have issued a decision (which decision shall not have been stayed or enjoined) that constitutes a final order approving, exempting or otherwise authorizing, as of such date, consummation of the transactions contemplated by this Agreement and the Ancillary Agreements as may require such authorization and neither party shall have exercised a right to postpone pursuant to Section 8.4(c).

(c) Each of CSX and NSC shall have reasonably determined that it has obtained sufficient labor implementing agreements so as to be authorized by law to effect the transactions contemplated by Article II and Article VI.

ARTICLE X

INDEMNIFICATION

Section 10.1. Indemnification. (a) Subject to the provisions of this Article X, CRR Parent and CRR jointly and severally shall indemnify, defend and hold harmless the other parties and any director, officer, employee or agent of any of them from and against any and all Damages asserted against, relating to, imposed upon or incurred by any such Person, directly or indirectly, by reason of or resulting from:

(i) the breach or nonperformance of any agreement of CRR Parent, CRR, CRC or any of their respective Affiliates (other than NYC and PRR) contained in or made pursuant to this Agreement or any of the Ancillary Agreements; and

(ii) any Retained Liability.

(b) Subject to the provisions of this Article X, CSX and CSXT jointly and severally shall indemnify, defend and hold harmless the other parties and any director, officer, employee or agent of any of them from and against any and all Damages asserted against, relating to, imposed upon or incurred by any such Person, directly or indirectly, by reason of or resulting from:

(i) the untruth or inaccuracy of any representation or warranty of CSX, CSXT or their respective Affiliates contained in or made pursuant to this Agreement or any of the Ancillary Agreements; and

(ii) the breach or non-performance of any agreement of CSX, CSXT or their respective Affiliates contained in or made pursuant to this Agreement or any of the Ancillary Agreements.

(c) Subject to the provisions of this Article X, NSC and NSR jointly and severally shall indemnify, defend and hold harmless the other parties and any director, officer, employee or agent of any of them from and against any and all Damages asserted against, relating to, imposed upon or incurred by any such Person, directly or indirectly, by reason of or resulting from:

(i) the untruth or inaccuracy of any representation or warranty of NSC, NSR or their respective Affiliates contained in or made pursuant to this Agreement or any of the Ancillary Agreements; and

(ii) the breach or non-performance of any agreement of NSC, NSR or their respective Affiliates contained in or made pursuant to this Agreement or any of the Ancillary Agreements.

Section 10.2. Indemnification Procedures. (a) If any Action shall be threatened or instituted or any claim or demand shall be asserted against any Indemnified Party in respect of

which indemnification may be sought under the provisions of this Agreement, the Indemnified Party shall promptly cause written notice of the assertion of any such claim, demand or Action of which it has knowledge to be forwarded to the Indemnifying Party. Such notice shall contain a reference to the provisions hereof or of such other agreement, instrument or certificate delivered pursuant hereto, in respect of which such claim is being made. The Indemnified Party's failure to give the Indemnifying Party prompt notice shall not preclude the Indemnified Party from obtaining indemnification from the Indemnifying Party under this Article X unless the Indemnified Party's failure has materially prejudiced the Indemnifying Party's ability to defend the claim, demand or Action.

(b) If the Indemnified Party seeks indemnification from the Indemnifying Party as a result of a claim or demand being made by a third party (a "Third Party Claim"), the Indemnifying Party shall have the right to promptly assume the control of the defense of any Action with respect to such Third Party Claim, including, at its own expense, employment by it of counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may, in its sole discretion and at its own expense, employ counsel to represent it in the defense of the Third Party Claim, and in such event counsel for the Indemnifying Party shall cooperate with counsel for the Indemnified Party in such defense, provided that the Indemnifying Party shall direct and control the defense of such Third Party Claim or proceeding. The Indemnifying Party shall not consent to the entry of any judgment, except with the written consent of the Indemnified Party, and shall not enter into any settlement of such Third Party Claim without the written consent of the Indemnified Party which does not include as an unconditional term thereof the release of the Indemnified Party from all Liability in respect of such Third Party Claim.

Section 10.3. Remedies. (a) Each party acknowledges and agrees that the other parties would be irreparably damaged in the event any of the provisions of this Agreement were not performed by it in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each party shall be entitled to an injunction or injunctions to prevent breaches of such provisions and to specifically enforce such provisions, in addition to any other remedy to which such party may be entitled, at law or in equity.

(b) In no event shall any party be liable to the other parties for any consequential, indirect, incidental, punitive or other similar damages including but not limited to lost profits for any breach or default, or any act or omission arising out of or in any way relating to, this Agreement, the Assets, the Retained Liabilities, the Allocated Liabilities, the Ancillary Agreements, the transactions contemplated herein or therein or any matter or theory concerning or relating to any of the forego-

ing, under any form or theory of action whatsoever whether in contract, tort or otherwise.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Amendment. This Agreement may be amended by the parties at any time by an instrument in writing signed on behalf of each party.

Section 11.2. Extension; Waiver. At any time prior to the Closing Date the parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

Section 11.3. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given on the date delivered if delivered personally (including by reputable overnight courier), on the date transmitted if sent by telecopy (which is confirmed) or on the date received if mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) If to CSX, CSXT or CRR Parent, to:

CSX Corporation
One James Center
901 East Cary Street
Richmond, Virginia 23219
Telecopy number: 804-783-1380
Attention: Mark G. Aron, Esq.
and Peter J. Shudtz, Esq.

CSX Transportation
500 Water Street
Jacksonville, Florida 32202
Telecopy number: 904-366-5436
Attention: P. Michael Giftos, Esq.

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Telecopy number: 212-403-2000
Attention: Pamela S. Seymon, Esq.

(b) If to NSC, NSR or CRR Parent, to:

Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510
Telecopy number: 757-629-2750
Attention: James C. Bishop, Jr., Esq.

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
919 Third Avenue
New York, New York 10022
Telecopy number: 212-735-2000
Attention: Randall H. Doud, Esq.

(c) If to CRR or CRC, to:

Conrail Inc.
2001 Market Street
Philadelphia, PA 19103
Telecopy number: 215-209-4068
Attention: General Counsel

All notices regarding matters requiring handling within thirty days will be given by overnight mail or confirmed telecopy.

Section 11.4. Interpretation. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 11.5. Entire Agreement. This Agreement (including the Exhibits and Schedules hereto and the Ancillary Agreements and other documents and instruments referred to herein) and the Merger Agreement, collectively, constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, except the April 8 Agreement to the extent the April 8 Agreement covers matters not addressed or amended hereby and the CRR Holdings LLC Agreement;

provided that it is the intent of the parties hereto that this Agreement shall be an effectuation of the April 8 Agreement consistent with the terms of the April 8 Agreement and that the provisions of this Agreement should be interpreted to give effect to the April 8 Agreement; and provided further that in the event of any inconsistency between the terms of this Agreement and the April 8 Agreement this Agreement shall prevail; and provided further that CSX and NSC agree that the fourth paragraph of Item III of Exhibit A to the April 8 Agreement (at page two thereof) in respect of Lake Erie coal dock capacity is rescinded and no longer in effect.

Section 11.6. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party and their respective successors and assigns and is not intended to confer upon any other Person any rights or remedies, except for the rights of an Indemnified Party as contemplated by Article X.

Section 11.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof; provided, however, that the laws of the respective jurisdictions of incorporation of each of the parties shall govern the relative rights, obligations, powers, duties and other internal affairs of such party and its board of directors.

Section 11.8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

Section 11.9. Assignment. (a) Except as provided in Section 11.9(b), neither this Agreement (including the documents and instruments referred to herein) nor any of the rights, interests or obligations hereunder, shall be assigned by any party, including by operation of law, without the prior written consent of the other parties which may be withheld at the sole discretion of the relevant party.

(b) Any party without the consent of the other parties may assign all or any part of its rights and obligations under this Agreement to (i) any of its controlled Subsidiaries or (ii) any successor in the event of a merger, consolidation, sale of all or substantially all its assets, liquidation or dissolution, if such assignee executes and delivers to the other parties hereto an agreement reasonably satisfactory in form and substance to such other party under which such assignee, which is reasonably satisfactory to the other party, assumes and agrees to perform and discharge all the obligations and liabilities of the assigning party; provided that any such assignment shall not re-

lieve the assigning party from the performance and discharge of such obligations and liabilities.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assignees.

Section 11.10. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, such provision is to be intended to be ineffective only to the most limited extent possible in such context and the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 11.11. Lack of Control; Effect on CRR and its Controlled Subsidiaries. (a) None of CSX, CSXT, NSC or NSR shall be liable for failing to take any action which they are required to take under this Agreement if the time when CSX, CSXT, NSC or NSR is required to take such action occurs prior to the Control Date and such action requires the assistance or cooperation of CRR or its Board of Directors, which assistance is requested but not provided; provided, however, that CSX and NSC shall use their best efforts to obtain such assistance or cooperation and, after the Control Date, will be required to take such action if, as and when required by this Agreement.

(b) Notwithstanding anything to the contrary contained in this Agreement (which term for purposes of this Section 11.11(b) shall include the Exhibits and Schedules hereto and the Ancillary Agreements and other documents and instruments referred to herein), except as expressly set forth in Section 3.2, neither CRR nor any of its controlled Subsidiaries shall be bound by the terms of this Agreement (other than Section 8.17) or subject to any Liabilities or obligations hereunder (other than under Section 8.17) at any time prior to the Control Date. CRR and CSX shall continue to be bound by those terms of the Merger Agreement that by their terms survive beyond June 2, 1997, including, without limitation, Attachment A to the CRR Disclosure Schedule delivered in connection with the Third Amendment; provided that in the event of any inconsistency between the terms of this Agreement and the terms of such Attachment A, the terms of such Attachment A shall prevail.

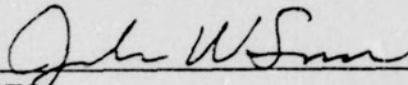
Section 11.12. Dispute Resolution. Any dispute, controversy or claim (or any failure by the parties to agree on a matter as to which this Agreement expressly or implicitly contemplates subsequent agreement by the parties, except for matters left to the sole discretion of a party) arising out of or relating to this Agreement, or the breach, termination or validity

hereof, shall be finally settled through binding arbitration by a sole, disinterested arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall be jointly selected by the parties but, if the parties do not agree on an arbitrator within thirty days after demand for arbitration is made by a party, they shall request that the arbitrator be designated by the American Arbitration Association. The award of the arbitrator shall be final and conclusive upon the parties. Each party to the arbitration shall pay the compensation, costs, fees and expenses of its own witnesses, experts and counsel. The compensation and any costs and expenses of the arbitrator shall be borne equally by the parties. The arbitrator shall have the power to require the performance of acts found to be required by this Agreement and to require the cessation or nonperformance of acts found to be prohibited by this Agreement. The arbitrator shall not have the power to award consequential or punitive damages. The arbitrator's award shall be binding and conclusive upon the parties to the fullest extent permitted by law. Judgement upon the award rendered may be entered in any court having jurisdiction thereof, which court may order appropriate relief at law or equity. All proceedings relating to any such arbitration, and all testimony, written submissions and award of the arbitrator therein, shall be private and confidential as among the parties, and shall not be disclosed to any other Person, except as required by law and except as reasonably necessary to prosecute or defend any judicial action to enforce, vacate or modify such arbitration award.

Section 11.13. CRC Status. The parties intend that after the Closing Date CRC and its Affiliates shall be a rail carrier that performs transportation services for the account of CSXT or NSR, as the case may be, or as agent or subcontractor of CSXT or NSR, as the case may be.

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

CSX CORPORATION

By: 
Name:
Title:

CSX TRANSPORTATION, INC. (for
itself and on behalf of its controlled Subsidiaries)

By: _____
Name:
Title:

NORFOLK SOUTHERN CORPORATION

By: _____
Name:
Title:

NORFOLK SOUTHERN RAILWAY COMPANY
(for itself and behalf of its controlled Subsidiaries)

By: _____
Name:
Title:

CONRAIL INC. (for itself and on
behalf of its controlled Subsidiaries)

By: _____
Name:
Title:

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

CSX CORPORATION

By: _____
Name: _____
Title: _____

CSX TRANSPORTATION, INC. (for
itself and on behalf of its controlled Subsidiaries)

By: A. R. Carpenter
Name: A. R. Carpenter
Title: President and CEO

NORFOLK SOUTHERN CORPORATION

By: _____
Name: _____
Title: _____

NORFOLK SOUTHERN RAILWAY COMPANY
(for itself and behalf of its
controlled Subsidiaries)

By: _____
Name: _____
Title: _____

CONRAIL INC. (for itself and on
behalf of its controlled Subsidiaries)

By: _____
Name: _____
Title: _____

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

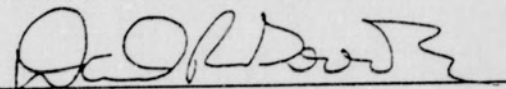
CSX CORPORATION

By: _____
Name:
Title:


CSX TRANSPORTATION, INC. (for
itself and on behalf of its controlled Subsidiaries)

By: _____
Name:
Title:

NORFOLK SOUTHERN CORPORATION

By: 
Name:
Title:

NORFOLK SOUTHERN RAILWAY COMPANY
(for itself and behalf of its controlled Subsidiaries)

By: 
Name:
Title:

CONRAIL INC. (for itself and on
behalf of its controlled Subsidiaries)

By: _____
Name:
Title:

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

CSX CORPORATION

By: _____
Name:
Title:

CSX TRANSPORTATION, INC. (for
itself and on behalf of its con-
trolled Subsidiaries)

By: _____
Name:
Title:

NORFOLK SOUTHERN CORPORATION

By: _____
Name:
Title:

NORFOLK SOUTHERN RAILWAY COMPANY
(for itself and behalf of its
controlled Subsidiaries)

By: _____
Name:
Title:

CONRAIL INC. (for itself and on
behalf of its controlled Subsid-
iaries)

By: LOL
Name:
Title:

CONSOLIDATED RAIL CORPORATION

By: TOL
Name:
Title:

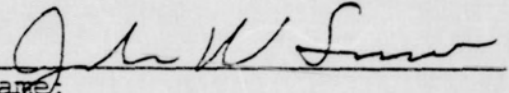
CRR HOLDINGS LLC

By: _____
Name:
Title:

CONSOLIDATED RAIL CORPORATION

By: _____
Name:
Title:

CRR HOLDINGS LLC

By: 
Name:
Title:

SCHEDULE 1

ASSETS

Attached to and incorporated in this Schedule 1 are the following attachments:

(i) Attachment I, which is the line segment allocation list identifying each Route owned, operated or used by CRC and its Affiliates and indicating as to each Route whether it is included in the NYC Allocated Assets, the PRR Allocated Assets or the Retained Assets; and

(ii) Attachment II, which is a system map showing all Routes comprising the CRC rail system and indicating by color coding the Routes which are to be NYC Allocated Assets, PRR Allocated Assets and Retained Assets, respectively; Attachment II is intended to show graphically the Routes described in Attachment I.

ITEM 1 - NYC ALLOCATED ASSETS

The "NYC Allocated Assets" shall include all of CRR's, CRC's and their respective Affiliates' right, title and interest in and to the following Assets:

(A) **Routes and Assets Related to Routes.** All Routes identified as NYC Allocated Assets in Attachment I and Attachment II (i.e., those lines colored in red and/or orange on Attachment II, except for those lines already owned by CSXT or its Affiliates), together with the following Assets that are related to such Routes (except as otherwise expressly provided in this Schedule 1 or the Ancillary Agreements):

- (1) the track structure (rails, ties, other track material, grading, bridges, tunnels, culverts, etc.);
- (2) the underlying right-of-way, operating and non-operating, regardless of its width, and associated structures and fixtures;
- (3) except in the areas where the parties' respective Routes are approximately equidistant from the Asset in question (where in each case other arrangements are made pursuant to one or more Ancillary Agreements), appurtenant yards, sidings, switch tracks and repair or other maintenance facilities;

- (4) real estate (whether or not used for operating purposes) adjacent or in proximity to the Routes included in the NYC Allocated Assets, or underlying, adjacent or in proximity to those structures or facilities described in the preceding clauses (2) and (3) and the following clause (5);
- (5) signal, communications and computer facilities and equipment on the right-of-way and (to the extent used to operate the Routes included in the NYC Allocated Assets) off the right-of-way;
- (6) tools and supplies located on and along, and automobiles, hi-rail cars and trucks assigned to, the Routes included in the NYC Allocated Assets, including repair materials and local repair equipment, except system stockpiles of inventory, material and supplies and Work Equipment;
- (7) Contracts (other than Transportation Contracts) relating to a Route included in NYC Allocated Assets, including without limitation trackage and other operating rights, public and private grade crossing agreements, side track and industrial track agreements, pipeline and wireline agreements, building and yard maintenance agreements, leases, licenses, reversions, longitudinal easements and other occupancy agreements, and the rents, security deposits and profits arising therefrom or in connection therewith;
- (8) muniments of title, all original valuation maps, land schedules, track charts, surveys, bridge and other drawings, bridge inspection reports, environmental reports, permits, signal and communications plans, other engineering documentation, deeds (including such originals of acquisition or out-conveyances as may be in CRC's possession), current billing records (including billing addresses and, if in a computer format, the data and the programs), real estate work files, property tax records (and any computer database for such records), and all other Books and Records relating to a Route included in NYC Allocated Assets;
- (9) mineral rights or easements of any sort held by CRR, CRC or their respective Affiliates located on, over, across and/or in the real estate or property heretofore described in this paragraph (A); and

- (10) royalties or other payments in respect of real estate or other Assets heretofore described in this paragraph (A).

(B) **Philadelphia Offices.** The CRC headquarters office building located at Philadelphia, PA, and the CRC information technology center building located at Philadelphia, PA and all FF&E located at such facilities.

(C) **Yards and Yard Access.** The following CRC yards, land and yard access tracks:

- (1) Seneca Yard (Buffalo, NY) (subject to access and use by NSR pursuant to Ancillary Agreement);
- (2) 59th Street ("Panhandle") Yard site (Chicago, IL);
- (3) Collinwood Yard (Cleveland, OH);
- (4) Former "local yard" and intermodal terminal at Buckeye (Columbus, OH);
- (5) Buckeye Yard Lead track from the north limit of "CP Buckeye" to "CP Darby" (Columbus, OH);
- (6) West track between "CP 138" and "CP 136" (Columbus, OH);
- (7) Portion of Pigua Yard (Fort Wayne, IN) to be agreed upon between NSR and CSXT;
- (8) Hawthorne Yard (Indianapolis, IN) (subject to access and use by NSR pursuant to Ancillary Agreement);
- (9) North Bergen intermodal terminal (New Jersey);
- (10) South Kearny intermodal terminal including APL leased areas; however, NSR to have access to the APL leased terminal and NSR to have the right to serve APL and any successor lessee to APL using such leased premises;
- (11) Greenwich Yard (Philadelphia), but excluding yard tracks and areas used to support the movement of local freight (including port traffic, but excluding intermodal) and to support the movement of rail traffic to and from the ore pier, which tracks and areas will be included in Retained Assets;

- (12) Track from CP Field to Pier 122 (Greenwich Yard area, Philadelphia);
- (13) Stanley Yard (Toledo, OH);
- (14) Elizabeth Yard (Trumbull Street Yard), but subject to use of and access to two tracks by NSR to support E-Rail Intermodal Facility as provided in Ancillary Agreements; and
- (15) Manville Yard (subject to use by CRC, CSX and NSR pursuant to Ancillary Agreements).

(D) **Miscellaneous Property.** The following Assets:

- (1) Developable property west of CRC's Chemical Coast Secondary in northern New Jersey in the vicinity of the current CRC Elizabethport Yard (Trumbull St. Yard);
- (2) Indianapolis Division headquarters building, offices and land; and
- (3) Albany Division headquarters building, offices and land.

(E) **Stock Ownership and Other Interests.** The following interests:

- (1) 50% of the issued and outstanding capital stock in Lakefront Dock & Railroad Terminal Company;
- (2) 100% of the issued and outstanding capital stock in St. Lawrence & Adirondack Railway;
- (3) 50% of the issued and outstanding capital stock in Albany Port Railroad Corp.; and
- (4) 10.125% of the issued and outstanding capital stock in TTX Company.¹

¹ CRC's 21.807% stock interest (3,500 shares) in TTX Company is allocated as follows:

	CSXT/NYC		NSR/PRR
Current	9.345%	(1,500 shares-CSXT)	7.788%
CRC Splits	<u>10.125%</u>	(1,625 shares-NYC)	<u>11.682%</u>
Combined	<u>19.470%</u>	(3,125 shares)	<u>19.470%</u>
			(3,125 shares)

ITEM 2 - PRR ALLOCATED ASSETS

The "PRR Allocated Assets" shall include all of CRR's, CRC's and their respective Affiliates' right, title and interest in and to the following Assets:

(A) **Routes and Assets Related to Routes.** All Routes identified as PRR Allocated Assets in Attachment I and Attachment II (i.e., those lines colored in green-and/or yellow on Attachment II, except for those lines already owned by NSR or its Affiliates), together with the following Assets that are related to such Routes (except as otherwise expressly provided in this Schedule 1 or the Ancillary Agreements):

- (1) the track structure (rails, ties, other track material, grading, bridges, tunnels, culverts, etc.);
- (2) the underlying right-of-way, operating and non-operating, regardless of its width, and associated structures and fixtures;
- (3) except in the areas where the parties' respective Routes are approximately equidistant from the Asset in question (where in each case other arrangements are made pursuant to one or more Ancillary Agreements), appurtenant yards, sidings, switch tracks and repair or other maintenance facilities;
- (4) real estate (whether or not used for operating purposes) adjacent or in proximity to the Routes included in the PRR Allocated Assets, or underlying, adjacent or in proximity to those structures or facilities described in the preceding clauses (2) and (3) and the following clause (5);
- (5) signal, communications and computer facilities and equipment on the right-of-way and (to the extent used to operate the Routes included in the PRR Allocated Assets) off the right-of-way;
- (6) tools and supplies located on and along, and automobiles, hi-rail cars and trucks assigned to, the Routes included in the PRR Allocated Assets, including repair materials and local repair equipment, except system stockpiles of inventory, material and supplies and Work Equipment;
- (7) Contracts (other than Transportation Contracts) relating to a Route included in PRR Allocated

Assets, including without limitation trackage and other operating rights, public and private grade crossing agreements, side track and industrial track agreements, pipeline and wireline agreements, building and yard maintenance agreements, leases, licenses, reversions, longitudinal easements and other occupancy agreements, and the rents, security deposits and profits arising therefrom or in connection therewith;

- (8) muniments of title, all original valuation maps, land schedules, track charts, surveys, bridge and other drawings, bridge inspection reports, environmental reports, permits, signal and communications plans, other engineering documentation, deeds (including such originals of acquisition or out-conveyances as may be in CRC's possession), current billing records (including billing addresses and, if in a computer format, the data and the programs), real estate work files, property tax records (and any computer database for such records), and all other Books and Records relating to a Route included in PRR Allocated Assets;
- (9) mineral rights or easements of any sort held by CRR, CRC or their respective Affiliates located on, over, across and/or in the real estate or property heretofore described in this paragraph (A); and
- (10) royalties or other payments in respect of real estate or other Assets heretofore described in this paragraph (A).

(B) **Altoona and Hollidaysburg Shops.** The CRC car and locomotive repair shops located at Altoona, PA and Hollidaysburg, PA and all rolling-stock-related and locomotive-related inventory and supplies (including rolling-stock-related and locomotive-related system stockpiles) located at such facilities (subject to provisions of Section 2.7 of the Agreement) and all FF&E located on or at such facilities.

(C) **Yards and Yard Access.** The following CRC yards, land and yard access tracks:

- (1) Ashtabula Harbor facilities (subject to access and use by CSX pursuant to Ancillary Agreements);
- (2) Rockport Yard (Cleveland, OH);

- (3) Buckeye Hump Yard (Columbus, OH);
- (4) East track between "CP 138" and "CP 136" (Columbus, OH);
- (5) the right of way east of and parallel to the single track portion of the Columbus Line immediately north of "CP 136" (the current end of double track), and the Clintonville Siding east of the single track portion;
- (6) portion of Piqua Yard (Fort Wayne, IN) used by or for Triple Crown Services Company, together with portion of Piqua Yard to be agreed upon between NSR and CSXT;
- (7) Croxton Yard (New Jersey);
- (8) E-Rail intermodal facility (New Jersey);
- (9) Morrisville intermodal facility;
- (10) Airline Jct. Yard (Toledo, OH); and
- (11) Stanley E Yard (Toledo, OH).

(D) **Miscellaneous Property.** The following CRC assets and properties:

- (1) Developable property east of CRC's Chemical Coast Secondary in the vicinity of the E-Rail intermodal facility (northern New Jersey);
- (2) real estate comprising a portion of the right-of-way (east of the current single track) between PRR's Clintonville Siding and the north end of the double track at CP 136 on which NSR may construct new track;
- (3) real estate comprising a portion of the right-of-way on which the Buckeye Yard lead track is located to enable NSR to construct a parallel track to the Buckeye Yard lead track (Buckeye Yard, Columbus, OH) (constructions to be governed by an Ancillary Agreement);
- (4) Pittsburgh Division headquarters building, offices and land;
- (5) Dearborn Division headquarters building, offices and land; and

- (6) All undeveloped property that is part of, adjacent to or in the vicinity of Lincoln Yard (Detroit, MI).
- (7) All real estate, trackage, track material and other Assets comprising CRC's abandoned Danville Secondary, together with all other Assets lying on, adjacent to or in the vicinity of the CRC right-of-way between Schneider and Danville, IL, including without limitation all Assets comprising such Danville Secondary thereon or adjacent thereto necessary for construction of connections at Schneider and Danville (excluding any NYC Allocated Assets). (If NSR elects to restore the line between Schneider and Danville, CSXT shall have the option to share in the costs of the line restoration on a reasonable basis that is mutually agreeable and, if CSXT elects so to share in such restoration costs, CSXT shall be granted overhead trackage rights on such line on a fair basis taking into consideration the cost paid by CSXT for such restoration.)

(E) **Stock Ownership and Other Interests.** The following interests:

- (1) 16.67% of the issued and outstanding capital stock in The Belt Railway Company of Chicago;
- (2) 25.64% of the issued and outstanding capital stock in Peoria and Pekin Union Railway Company;
- (3) 100% of the issued and outstanding capital stock in TCV, Inc. (which owns a 50% partnership interest in Triple Crown Services Company); and
- (4) 11.682% of the issued and outstanding capital stock in TTX Company.

ITEM 3 - RETAINED ASSETS

The "Retained Assets" shall include all of CRR's, CRC's and their respective Affiliates' right, title and interest in and to the following Assets:

(A) **Routes and Assets Related to Routes.** Routes within the Shared Asset Areas identified as Retained Assets in Attachment I and Attachment II (i.e., those lines colored in blue on Attachment II), together with the following Assets within the Shared Asset Areas that are related to such Routes (except as

otherwise expressly provided in this Schedule 1 or the Ancillary Agreements):

- (1) the track structure (rails, ties, other track material, grading, bridges, tunnels, culverts, etc.);
- (2) the underlying right-of-way, operating and non-operating, regardless of its width, and associated structures and fixtures;
- (3) appurtenant yards, sidings, switch tracks and repair or other maintenance facilities (including but not limited to Oak Island Yard, auto terminals at Doremus Avenue, Greenville and Ridgefield Heights);
- (4) real estate (whether or not used for operating purposes) adjacent or in proximity to the Routes included in the Retained Assets, or underlying, adjacent or in proximity to those structures or facilities described in the preceding clauses (2) and (3) and the following clause (5);
- (5) signal, communications and computer facilities and equipment on the right-of-way and (to the extent used to operate the Routes included in Retained Assets) off the right-of-way;
- (6) tools and supplies located on and along, and automobiles, hi-rail cars and trucks assigned to, the Routes included in the Retained Assets, including repair materials and local repair equipment, except system stockpiles of inventory, material and supplies and Work Equipment;
- (7) Contracts (other than Transportation Contracts) relating to a Route included in Retained Assets, including without limitation trackage and other operating rights, public and private grade crossing agreements, side track and industrial track agreements, pipeline and wireline agreements, building and yard maintenance agreements, leases, licenses, reversions, longitudinal easements and other occupancy agreements, and the rents, security deposits and profits arising therefrom or in connection therewith;
- (8) muniments of title, all original valuation maps, land schedules, track charts, surveys, bridge and other drawings, bridge inspection reports,

environmental reports, permits, signal and communications plans, other engineering documentation, deeds (including such originals of acquisition or out-conveyances as may be in CRC's possession), current billing records (including billing addresses and, if in a computer format, the data and the programs), real estate work files, property tax records (and any computer database for such records), and all other Books and Records relating to a Route included in Retained Assets;

- (9) mineral rights or easements of any sort held by CRR, CRC or any of their respective Affiliates located on, over, across and/or in the real estate or property heretofore described in this paragraph (A); and
- (10) royalties or other payments in respect of real estate or other Assets heretofore described in this paragraph (A).

(B) The "Retained Assets" shall include the SSO Facilities which shall be as follows:

- (1) the building and offices, together with underlying land, of the Philadelphia Division headquarters located at Mt. Laurel, NJ within the Philadelphia/South Jersey Shared Assets Area;
- (2) the Customer Service Center building and offices, together with underlying land, located at Pittsburgh, PA;
- (3) use of the office space in the Dearborn Division headquarters building (the building and land are included in the PRR Allocated Assets) currently used for the crew management facility until the crew management facility is discontinued;
- (4) the system maintenance-of-way equipment center building located adjacent to Canton Yard in Canton, OH on land included in the PRR Allocated Assets;
- (5) the signal repair center building located within Buckeye Yard at Columbus, OH on land included in the PRR Allocated Assets;
- (6) the offices of the system freight claims facility located at Buffalo, NY on land included in the NYC Allocated Assets;

- (7) the offices of the system non-revenue billing facility and land located at Bethlehem, PA;
- (8) the system rail welding plant building located at Lucknow (Harrisburg, PA) on land at Harrisburg Yard that is included in the PRR Allocated Assets;
- (9) use of the offices located at Conway Yard, Pittsburgh, PA (the building and land are included in the PRR Allocated Assets), for the system road foreman/engineer training center until such center is discontinued; and
- (10) the police operations center offices and land at Mt. Laurel, NJ.

(C) 51% of the issued and outstanding capital stock in Indiana Harbor Belt Railroad Co. (subject to provisions of Ancillary Agreement referred to in Schedule 4, Item 4(E)(1)).

ITEM 4 - POOLED ASSETS

The "Pooled Assets" shall include the following Assets of CRR, CRC and their respective Affiliates:

(A) Non-Operating property and improvements not in proximity to an Allocated Asset or a Retained Asset.

(B) Employee benefit plans and Assets of such plans.

(C) System stockpiles of inventory, materials and supplies regardless of location (other than those at Hollidaysburg and Altoona shops which shall be subject to Section 2.7 of the Agreement).

(D) The following interests:

- (1) 100% of the issued and outstanding capital stock in Merchants Despatch Trans. Corp.;
- (2) 100% of the issued and outstanding capital stock in CRC Properties, Inc.; and
- (3) 100% of the issued and outstanding capital stock in CRR Investments, Inc.

However, if any of the Assets of the entities identified in clauses (D)(1) through (3) above are part of the Routes included in the NYC Allocated Assets (Item 1(A) above) or the PRR Allocated Assets (Item 2(A) above), then the Assets of such entity will be designated as and included in the NYC

Allocated Assets or the PRR Allocated Assets, as the case may be; provided that if such assets are valued at greater than \$1 million, then there shall be an equitable adjustment by way of a cash payment from NYC or PRR, as the case may be, to the other equal to the CSX's or NSC's respective Percentage, as the case may be, applied against the value of such Assets or failing such payment, by way of including CRC cash equal to the value of such Assets in the NYC Allocated Assets or the PRR Allocated Assets as the case may be.

(E) The following interests:

- (1) 100% of the issued and outstanding capital stock in CRR Industries, Inc.;
- (2) 100% of the issued and outstanding capital stock in Conrail Direct, Inc.;
- (3) 100% of the issued and outstanding capital stock in CG Projects, Inc.;
- (4) 100% of the issued and outstanding capital stock in PennCentral Comm. Co.;
- (5) 100% of the issued and outstanding capital stock in General American Ins. Co.; and
- (6) 19.136% of the issued and outstanding capital stock in Amtech Logistics Corp.

(F) CRC's rights and interests in and with respect to the following:

- (1) Locomotive Management Services Partnership (a partnership with General Electric relating to use of locomotives); and
- (2) EMP (bilateral agreements relating to use of containers by CRC, NSR and UP).

The parties intend that CRC's rights and interests with respect to LMS and EMP will be shared based on their respective Percentage, that both CSXT and NSR will participate therein and that, in the case of EMP, CSX will participate as a partner.

NOTE: Notwithstanding any provision of this Schedule, to the extent an item herein describes an Ancillary Agreement between the parties the form of which is set forth as an Exhibit to this Agreement, such description shall be for purposes of identification only, and the terms of such Ancillary Agreement shall control.

Conrail Line Allocation

Attachment I

All CRC lines are not listed herein. Lines listed include main line routes, primary branch lines and other lines which may need clarification. Lines pertain to allocated CRC ownership or where identified (TR) to assumed present CRC freight rights. Customer access is attributed to the acquiror of the line on which the customer is located, unless otherwise identified in the Transaction Agreement. Lines not specifically listed are to be acquired by the owner/acquirer of the CRC route/line to which they connect. In the case that a line not listed connects to a line allocated to PRR and to a line allocated to NYC, allocation will be determined at a later date.

Primary Route And
Extension Acquisitions Segmt

From

To

NYC ALLOCATED ASSETS

NY/NJ to Cleveland - Water Level Route & Extensions

1	South End N. Bergen Yd	NJ	Selkirk/Albany Term.	NY	
1	Poughkeepsie	NY	New York City	NY	TR
1	Poughkeepsie	NY	New York City	NY	
1	New York City	NY	White Plains	NY	TR
1	Selkirk/Albany Term.	NY			
1	Selkirk	NY	Poughkeepsie	NY	
2	Selkirk/Albany Term.	NY	Syracuse	NY	
3	Syracuse	NY	Buffalo	NY	
3	Lyons Yard	NY			
4	Buffalo	NY	Ashtabula	OH	
5	Ashtabula	OH	Cleveland Terminal	OH	
5	Portion of Kinsman	OH			
	Conn.				
5	Portion of 44 I.T	OH			
5	All of 45 I.T.(including	OH			
	Dock 22, 24, & 26 Lds)				
5	Old Line	OH			
	Lead(Cleveland)				
40	Boston	MA	Selkirk/Albany Term.	NY	
41	Syracuse	NY	Adirondack Jct.	PQ	
41	Adirondack Jct.	PQ	Montreal (St. Luc)	PQ	TR
41	Woodard	NY	Oswego	NY	
41	Syracuse	NY	Hawk	NY	
41	Hawk	NY	Port of Oswego	NY	TR
43	Frontier Yard	NY			
43	Belt Line Branch	NY			
42	Buffalo Terminal	NY	Niagra Falls/Lockport	NY	
42	Lockport	NY	West Somerset	NY	TR
94	Syracuse	NY	NYSW/FL Connections	NY	
165	Boston Terminal	MA			
165	Selkirk/Boston Line	MA	MA Branch Lines	MA	
165	Selkirk/Boston Line	MA	MA Branch Lines	MA	TR
1	West 30th St. I.T.	NY			
1	Fremont Secondary	NY			
166	New York City	NY	Connecticut Branch		TR
			Lines		
166	Connecticut Branch				
	Lines				
166	Connecticut Branch				TR
	Lines (including Amtrak)				
3	Churchville	NY	Wayneport	NY	
3	Mortimer	NY	Avon	NY	

Conrail Line Allocation

Primary Route And
Extension Acquisitions Segmt

From

To

3 Rochester Branch NY

Crestline to Chicago -Pennsylvania Route & Extensions

17	Crestline	OH	Dunkirk	OH
17	Bucyrus Yard Track and Connector	OH		
18	Dunkirk	OH	Fort Wayne	IN
18	Decatur Sec. & Hunt I.T.	IN		
From NS via CR	19	Fort Wayne	Warsaw	IN
From NS via CR	20	Warsaw	Chicago Terminal (Clarke Jct.)	IN
18	Adams	IN	Decatur	IN

Berea to E. St. Louis Route & Extensions

21	Cleveland Terminal	OH	Crestline	OH
122	Crestline	OH	Galion	OH
22	Galion	OH	Ridgeway	OH
23	Ridgeway	OH	Indianapolis	IN
24	Indianapolis	IN	Terre Haute	IN
25	Terre Haute	IN	Effingham	IL
26	Effingham	IL	St. Elmo	IL
27	St. Elmo	IL	E. St. Louis	IL
27	Anderson	IN	Emporia	IN
55	Columbus(CP138)	OH	Galion	OH
55	Columbus(Hocking)	OH	Columbus(CP138)	OH
55	Neil I.T.	OH		
83	Terre Haute	IN	Danville	IL
151	Danville	IL	Olin	IN
80	Pekin R.T.	IL		
100	Indianapolis Terminal	IN		
99	Indianapolis	IN	Rock Island	IN
100	Indianapolis	IN	Crawfordsville/Bringham st	IN
154	Indianapolis	IN	Shelbyville	IN
105	HN Cabin	IL	Valley Jct.	IL
106	St. Elmo	IL	Salem	IL TR
98	Terre Haute	IN	Beehunter	IN TR
28	Muncie(Walnut Street)	IN	New Castle R.T.	IN TR
28	New Castle RT	IN		
28	Muncie I.T.	IN		

Columbus to Toledo Route & Extensions

53	Mounds Connector	OH		
53	Western Branch	OH		
53	Buckeye Yard Lead	OH		
53	Columbus	OH	Ridgeway	OH
52	Ridgeway	OH	Blanchard	OH
51	Blanchard	OH	Toledo Terminal	OH
51	Toledo Terminal (Caruthers Sec. and I.T.)	OH	Woodville	OH

Conrail Line Allocation

Primary Route And
Extension Acquisitions Segmt

From

To

51	Toledo Terminal	OH	Stonyridge	OH
51	Main Freight Tk. & Wye	OH		
51	Stanley Yard and Interlocking	OH		
51	Eastern R.T.	OH		
51	Lakefront Docks Lead Tracks	OH		

Bowie to Woodzell, MD

90	Bowie	MD	Morgantown	MD
90	Brandywine	MD	Chalk Point	MD

NY/NJ to Philadelphia (West Trenton Line)

182	Manville Yard & Lead	NJ		
182	Drill Track Lead	NJ		
182	Philadelphia/Greenwich Yd.	PA	North NJ Terminal	NJ
182	Park Jct.	PA	Belmont	PA
182	Phil	PA	CP-Field/CP-Gray	PA
182	Eastwick	PA	Vicinity of CP-Field/CP-Gray	PA

Washington, DC to Landover, MD

33	Washington Terminal	DC		TR
33	Washington (RO)	DC	Landover	MD

Quakertown Branch

130	Philadelphia Terminal	PA	Quakertown	PA TR
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Chicago Area

192	Porter	IN	Ivanhoe	IN
190	Panhandle Stub		South of 49th Street	IL
190	Ivanhoe	IN	Westernmost point of CR Ownership	IN

Monongahela

113	Monongahela RR	PA/ WV		Subject to joint use agreement
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Primary Route And
Extension Acquisitions Segmt

Conrail Line Allocation

From

To

PRR Allocated Assets

NJ Terminal to Crestline - Pennsylvania Route & Extensions

10	North NJ Terminal	NJ	Somerville	NJ	
10	Somerville	NJ	Allentown	PA	
10	Little Falls	NJ	Dover	NJ	TR
10	Orange	NJ	Denville	NJ	TR
10	Dover	NJ	Rockport	NJ	TR
10	Rockport	NJ	Phillipsburg	NJ	
10	Phillipsburg	PA	E. Stroudsburg	PA	
10	Allentown Terminal	PA			
186	Orange	NJ	North Jersey Terminal	NJ	TR
170	North Jersey Terminal	NJ	Little Falls	NJ	TR
182	Bound Brook	NJ	Ludlow	NJ	TR
11	Allentown	PA	Reading	PA	
12	Reading	PA	Harrisburg	PA	
12	Harrisburg Terminal	PA			
13	Harrisburg	PA	Pittsburgh	PA	
13	Creeside	PA	Homer City	PA	TR
13	Conemaugh Line		via Saltsburg	PA	
13	Pittsburgh	PA	W. Brownsville	PA	
113	Monongahela RR	PA/ WV			
13	Central City	PA	South Fork	PA	
13	Pittsburgh Terminal	PA			
13	Monongahela	PA	Marianna	PA	
14	Pittsburgh Terminal	PA			
14	Pittsburgh	PA	Salem	OH	
14	Salem	OH	Alliance	OH	
14	Beaver Falls	PA	Wampum	PA	
15	Alliance	OH	Cleveland Terminal	OH	
120	Mantua	OH	Cleveland Terminal	OH	
120	Portion of Kinsman Conn.	OH			
120	Portion of 44 I.T. (including Dock 20 Ld.)	OH			
16	Alliance	OH	Crestline	OH	
114	Alliance	OH	Omal	OH	
114	Rochester	PA	Yellow Creek	OH	
114	E. Steubenville	WV	Weirton	WV	
114	Steubenville Branches, Bridge			OH	
114	Pittsburgh Branches	PA			
45	Ashtabula	OH	Youngstown	OH	
162	Ashtabula Harbor	OH	Ashtabula	OH	
46	Niles	OH	Latimer	OH	
46	Alliance	OH	Youngstown	OH	
46	Gem I.T. - Lordstown	OH			
48	Youngstown	OH	Rochester	PA	
87	Allentown	PA	Hazleton	PA	
	CP Harris	PA	Cloe	PA	TR
	Cloe	PA	Shelocta	PA	
	Tyrone	PA	Lock Haven	PA	TR

Conrail Line Allocation

Primary Route And
Extension Acquisitions Segmt

From

To

Cleveland to Chicago - Water Level Route

6	Cleveland Terminal	OH	Toledo Terminal	OH
6	Elyria	OH	Lorain	OH
159	Toledo Terminal	OH	Sylvania	OH
7	Toledo Terminal	OH	Goshen	IN
107	Elkhart	IN	Goshen	IN
8	Elkhart	IN	Porter	IN

Philadelphia to Washington (NEC) Route & Extensions

31	Philadelphia Terminal	PA	Perryville	MD	TR
31	Wilmington Terminal	DE			
32	Perryville	MD	Baltimore	MD	TR
32	Baltimore Terminal	MD			
32	Claremont R.T.	MD			
32	Loneys Lane Lead	MD			
32	Grays Yard	MD			TR
33	Balt. BayView	MD	Landover	MD	TR
33	Baltimore Terminal	MD			
33	Baltimore	MD	Cockeysville	MD	
33	Landover	MD	Union Station	DC	TR
34	Pocomoke	MD	New Castle Jct	DE	TR
34	Harrington	DE	Frankford/Indian River	DE	
131	Newark	DE	Porter	DE	TR

Michigan Operations (Excluding Joint Detroit Area)

50	Toledo Terminal	OH	Detroit Terminal	MI	
60	Detroit Terminal	MI	Jackson	MI	
61	Jackson	MI	Kalamazoo	MI	
62	Kalamazoo	MI	Elkhart	IN	
70	Jackson	MI	Lansing	MI	
71	Kalamazoo	MI	Grand Rapids	MI	
71	Kalamazoo I.T.	MI			
71	Comstock I.T.	MI			
156	Kalamazoo	MI	Porter	IN	TR

Eastern PA Lines & Extensions

37	Philadelphia Terminal	PA	Reading	PA	
37	Reading Terminal				
37	Thorndale	PA	Woodbourne	PA	
37	Portion of Stoney Creek Branch	PA			
37	West Falls Yard	PA			
37	Venice I.T.	PA			
136	Leola/Chesterbrook PA Lines			PA	
137	Philadelphia PA Terminal		Lancaster	PA	TR
111	Lancaster	PA	Royalton	PA	TR
112	Lancaster	PA	Lititz/Columbia	PA	

Conrail Line Allocation

Primary Route And
Extension Acquisitions Segmt

From

To

Indiana Lines & Extensions

84	Anderson	IN	Warsaw	IN
85	Warsaw	IN	Goshen	IN
163	Marion	IN	Red Key	IN
101	Lafayette I.T.	IN		

Buffalo to NY/NJ Terminal Route & Extensions

44	NJ/NY Jct.	NJ	Suffern	NY	TR
44	Suffern	NY	Port Jervis	NY	
44	Port Jervis	NY	Binghamton	NY	
44	Binghamton	NY	Waverly	NY	
44	NJ/NY Jct.	NJ	Spring Valley	NY	TR
44	Paterson Jct.	NJ	Ridgewood	NJ	TR
38	Waverly	NY	Buffalo	NY	
88	Waverly	NY	Mehoopany	PA	
89	Sayre	PA	Ludlowville	NY	
93	Lyons	NY	Himrods Jct	NY	
95	Corning	NY	Himrods Jct	NY	
171	North Jersey Terminal	NJ	Paterson Jct	NJ	TR
171	Paterson Jct.	NJ	North Newark	NJ	
171	NJ/NY Jct.	NJ	North Jersey Terminal	NJ	TR

Buffalo to Harrisburg and South

35	Perryville	MD	Harrisburg	PA	
35	Carlisle	PA	Harrisburg	PA	
35	Wago	PA	York (area)	PA	
35	Harrisburg	PA	Shocks	PA	
36	Williamsport	MD	Harrisburg	PA	
39	Harrisburg	PA	Buffalo	NY	
39	Watson town	PA	Strawberry Ridge	PA	
4	Ebenezer Jct.	NY	Lackawanna	NY	
91	Hornell	NY	Corry	PA	
91	Corry	PA	Erie	PA	TR
91	Youngstown	OH	Oil City	PA	

Cincinnati, OH to Columbus, OH to Charleston, WV

54	Columbus	OH	Cincinnati	OH
54	Cincinnati Terminal	OH		
56	Columbus Terminal	OH	Truro	OH
57	Truro	OH	Charleston	WV
150	Charleston	WV	Cornelia	WV
150	Charleston	WV	Morris Fork	WV

Chicago South/Illinois Operations

193	Osborne	IN	Hartsdale	IN
193	Hartsdale	IN	Chicago Heights	IL
82	Hartsdale	IN	Schneider	IN
81	Schneider	IN	Hennepin	IL

Primary Route And Extension Acquisitions		Conrail Line Allocation			
	Segmnt	From		To	
	97	Keensburg	IL	Carol	IL
	152	Schneider	IN	Wheatfield	IN
Chicago Market					
	194	Western Ave Operations/Loop		Cicero/Elsdon	IL
	194	Western Ave. I.T.	IL		
	194	Old Western Ave. I.T.	IL		
	194	North Joint Tracks	IL		
	194	Elevator Lead & Tri- River Dock	IL		
	195	Chicago	IL	Porter	IN
	196	Clarke Jct.	IN	CP501	IN
	196	CP 509	IL	Calumet Park	IL
	194	CR&I Branch	IL		
	194	49th Street I.T.	IL		
	194	75th Street	IL	51st Street	IL TR
	197	Port of Indiana	IN		
	196	Bernice I.T.	IL		
	190	CP502	IN	Osborne	IN

CRC Retained Assets - Detroit Shared Assets Area

Detroit Line	Gibraltar(MP20)	MI	CP West Detroit	MI	
Michigan Line	CP Townline	MI	CP 15th Street	MI	Part TR
North Yard Branch	CP Bay City Jct.	MI	North Yard	MI	
Sterling Secondary	North Yard	MI	Sterling Yard	MI	
Junction Yard Secondary	CP Townline	MI	River Rouge Yard	MI	
Marsh Industrial Track	River Rouge Yard	MI	Tecumseh Yard	MI	
Lincoln Industrial Track	Ecorse Jct.	MI	Carleton	MI	
Term. East Ind. Track	Mack Yard	MI	North Yard	MI	
Term. West Ind. Track	North Yard	MI	Fullerton	MI	
Highland Park Ind. Track	Fullerton	MI	West Belt Jct.	MI	
Utica Industrial Track	Sterling Yard	MI	Ford Utica Plant	MI	
Forman Wye Track	Fort St - Rougemere	MI	NS Drawbridge	MI	
Overhead Rights on CSXT	West Belt Jct.	MI	Delray	MI	TR
Local Rights on CSXT	Oak	MI	End of Track - W. Detroit	MI	TR

Rights on Delray Connecting RR

CRC Retained Assets - South Jersey/Philadelphia Shared Assets Area

NEC (Amtrak)	Zoo	PA	Trenton	NJ	TR
Harrisburg Line (Amtrak)	Zoo	PA	Overbrook	PA	TR
Delair Branch	CP Park	PA	Pavonia Yard	NJ	
West Chester Line (SEPTA)	Arsenal	PA	Media	PA	TR
Chestnut Hill W. Line (SEPTA)	N. Philadelphia	PA	Midvale	PA	TR
Midvale Yard/Midvale I.T.		PA			
Main Line (SEPTA)	Market East	PA	Newtown Jct.	PA	TR
Chester Secondary	Eastwick	PA	Essington	PA	

Conrail Line Allocation

Primary Route And Extension Acquisitions		Common Line Allocation			
Segmnt	From		To		
Chester Industrial Track	Essington	PA	Marcus Hook	PA	
Bordertown Secondary	Pavonia	NJ	Trenton	NJ	
Beasley's Pt. Secondary	CP Brown	NJ	Palermo	NJ	Part TR
Vineland Secondary	CP Brown	NJ	Landis	NJ	
Millville Industrial Track	Landis	NJ	Manumiskin	NJ	
Manumusklin Ind. Track	Manumusklin	NJ	WW RR Connection	NJ	
Penns Grove Secondary	Woodbury	NJ	Deepwater	NJ	
Salem Running Track	Woodbury	NJ	Swedesboro	NJ	
Pemberton Ind. Track	CP Jersey	NJ	Mt. Holly	NJ	Part TR
Grenloch Industrial Track	CP Brown	NJ	Bellmawr	NJ	
Shell Industrial Track	Shell	NJ	End of Track	NJ	
Bustleton Ind. Track	Holmes	PA	Bustleton	PA	
Morrisville Line	CP "MA"	PA	Morris	PA	
Fairless Spur	Morrisville Yard	PA	Fairless Works	PA	
Richmond Ind. Track	Nice	PA	Pt. Richmond	PA	
60th Street Ind. Track	Essington	PA	End of Track	PA	
Camden Running Track	CP Brown	NJ	Pavonia	NJ	Part TR
Philadelphia Belt Line		PA			TR
Swanson St. IT	South Philadelphia	PA			
Port of Philadelphia		PA			
Pier 122		PA			
Blue Line Connecting Track	Wayne Jct	PA	Nice	PA	

CRC Retained Assets - North Jersey/New York Shared Assets Area

NEC (Amtrak)	Trenton	NJ	Penn Station NY	NY	TR
Raritan Valley Line (NJT)	Aldene	NJ	Bound Brook	NJ	TR
North Coast Line (NJT)	Rahway(Union)	NJ	Neptune Yard	NJ	TR
Bayonne Line (NJT)	Bayonne	NJ	Greenville	NJ	TR
Southern Secondary (NJT)	Red Bank	NJ	Glidden	NJ	TR
Freehold Secondary (NJT)	Freehold	NJ	Farmingdale	NJ	TR
Lehigh Line	CP Port Reading Jct.	NJ	Oak Island Yard	NJ	
River Line	CP Waldo	NJ	North Bergen	NJ	
Port Reading Secondary	Bound Brook	NJ	PD Port Reading	NJ	
Chemical Coast Secondary	"PN" Oak Island	NJ	Perth Amboy	NJ	
P&H Branch	Lane	NJ	Hack	NJ	
Nave - Croxton Running Tk.	Nave	NJ	CP-Croxton	NJ	
Northern Running Track	CP-Croxton	NJ	North Bergen	NJ	
Marion Running Track	Hack	NJ	CP-Croxton	NJ	
National Docks Secondary	Oak Island	NJ	Nave	NJ	
Amboy Secondary	South Amboy	NJ	Monmouth Jct.	NJ	
			(Midway)		
Bonhamton/Raritan Ind. Tks.	Metuchen	NJ	Perth Amboy	NJ	
Linden Industrial Track	Carteret	NJ	Linden	NJ	
Perth Amboy Running Track			Center	NJ	
GSA Lead	NS Lehigh Line Conn.	NJ	CSX Trenton Line	NJ	
			Conn.		
Reformatory Ind. Track	Carteret	NJ	Chrome Yard	NJ	
Elizabeth Ind. Track	Aldene	NJ	Elizabeth	NJ	
Hightstown Ind. Track	Jamesburg	NJ	Hightstown	NJ	
Toms River Ind. Track	Lakehurst	NJ	Ciba	NJ	
Meadows #1 Track		NJ		NJ	
Port Newark/Port Elizabeth		NJ		NJ	
Access					
Auto Terminal Lead	Ridgefield Heights	NJ		NJ	

Primary Route And Extension Acquisitions Segm't	Conrail Line Allocation	
	From	To
Greenville Yard and Lead	Greenville	NJ
		NJ

SCHEDULE 2

MAJOR DECISIONS

1. From and after the Control Date, except by resolution of the CRC Board, none of CRR, CRC or any of their respective Affiliates (other than NYC and PRR) shall (other than as is necessary or convenient in connection with a Restructuring or is expressly set forth in this Agreement or the Ancillary Agreements), in any single transaction or series of transactions, take or commit to take any of the following actions:

(a) any action which would require or cause NYC or PRR to declare, make or pay any Distributions;

(b) conduct any business other than, or engage in any transaction not substantially related to and in the ordinary course of, the business of CRC and its Affiliates (other than NYC and PRR) as contemplated under this Agreement and the Ancillary Agreements (the "Continuing CRC Business");

(c) make any loans, advances or capital contributions to, or investments in, any other Person except CRC's wholly owned Subsidiaries;

(d) acquire any business or assets, other than assets acquired in the ordinary course of the Continuing CRC Business;

(e) consolidate with or merge into any Person or otherwise engage in any business combination;

(f) issue, sell, adjust, split, combine, subdivide, reclassify, transfer, pledge, redeem or otherwise acquire any shares of its capital stock;

(g) sell, transfer, lease, sublease, license or otherwise dispose of any assets (including leasehold interests and intangible assets) not in the ordinary course of the Continuing CRC Business or in excess of \$100,000 in aggregate value in any 12 month period;

(h) commit to or make any capital expenditure other than in compliance in all material respects with the capital expenditure budget adopted by the CRC Board from time to time;

(i) commence or settle any litigation for equitable relief or for an amount in excess of \$100,000 in any such commencement or settlement or series of related commencements or settlements;

(j) form or participate in a joint venture or partnership outside the ordinary course of the Continuing CRC

Business or involving over \$100,000 in assets or over \$100,000 in revenues;

(k) enter into or amend Contracts outside the ordinary course of the Continuing CRC Business or with a notional value in excess of \$100,000 or for a period in excess of 12 months; provided that in respect of Contracts that are Allocated Assets, CRC shall follow NYC's (in the case of Contracts that are NYC Allocated Assets) or PRR's (in the case of Contracts that are PRR Allocated Assets) reasonable instructions in respect of such Contracts and no CRC Board approval shall be necessary for CRC to take such actions;

(l) create liens on or encumbrances of assets outside the ordinary course of the Continuing CRC Business or with an aggregate net book value in excess of \$50,000;

(m) incur, assume, pre-pay, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for any indebtedness for borrowed money except in the ordinary course of the Continuing CRC Business;

(n) declare, make or pay any Distributions, other than Distributions to CRC by its wholly owned Subsidiaries (other than NYC and PRR);

(o) appoint or terminate any executive management;

(p) enter into or amend any written employment agreement or contract or employee benefit plan or employee policy;

(q) appoint or replace the independent auditors of CRR, CRC and their respective Affiliates;

(r) unless required by law or a change in generally accepted accounting principles in the United States, make any material change in the accounting methods of CRR, CRC and their respective Affiliates;

(s) dissolve, liquidate or wind up CRR, CRC or their respective Affiliates or commence a voluntary proceeding seeking reorganization or similar relief;

(t) approve, enter into or perform any transactions with any director, officer or employee of CRR, CRC or their respective Affiliates, or with an Affiliate of CSX or NSC, respectively, or with any partner, family member or other person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with any such director, officer or employee;

(u) transfer, pledge, create a security interest, or otherwise part with ownership or possession, in whole or part, of its membership interest in NYC or PRR; or

(v) any other action that could be reasonably expected to have a material impact on the performance, financial condition or prospects of CRR, CRC or their respective Affiliates.

2. Except by resolution of the CRC Board, CRC shall not (other than as is necessary or convenient in connection with a Restructuring) in its capacity as the sole member of NYC and PRR, respectively, amend or restate the NYC LLC Agreement or the PRR LLC Agreement, or suffer or permit NYC or PRR, as the case may be, to take or commit to any of the following actions:

(a) declare, make or pay any Distributions;

(b) conduct any business other than, or engage in any transaction not substantially related to and in the ordinary course of, the business of NYC or PRR, as the case may be, as contemplated under the Transaction Agreement and the Ancillary Agreements or the freight transportation business generally;

(c) consolidate with or merge into any Person or otherwise engage in any business combination;

(d) issue, sell, adjust, split, combine, subdivide, reclassify, transfer, pledge, redeem or otherwise acquire any interest in NYC or PRR, as the case may be;

(e) sell, transfer, lease, sublease, license, exchange or otherwise dispose of all or substantially all of their Assets, respectively (including leasehold interests and intangible Assets);

(f) dissolve, liquidate or wind up or commence a voluntary proceeding seeking reorganization or similar relief;

(g) enter into any agreement or arrangement with respect to, or engage in, any transaction (i) between NYC or PRR, as the case may be, on the one hand, and CRC or its Affiliates, on the other hand, and (ii) between the NYC or PRR, as the case may be, on the one hand, and CSX or NSC and their respective Affiliates, on the other hand, other than such a transaction which is on arm's length terms;

(h) transfer, provide trackage or operating rights or otherwise grant the right to use any railroad line (regardless of whether the grantor's rights depend on ownership or trackage rights or a combination thereof) which is part of any Main Line within the States of New Jersey or New York, or the area within twenty-five miles of the city of Philadelphia, PA (or consent to

any such action by the "Operator" under the CSXT Operating Agreement or the NSR Operating Agreement). As used in the preceding sentence, "Main Line" means a line of railroad that has daily rail service, but does not include any branch line connecting to a Main Line and does not include the Main Line that lies east of the Hudson River and south of Selkirk, NY; or

(i) amend any material provision of the CSXT Operating Agreement, the CSXT Equipment Lease, the NSR Operating Agreement or the NSR Equipment Lease.

SCHEDULE 3

PRESERVATION OF FAIR ACCESS TO CHICAGO GATEWAY

(a) For purposes of this Schedule 3, the following terms shall have the following meanings:

(i) "Chicago Area" means the geographic area in the States of Illinois and Indiana located within a 100-mile radius of the office building presently located at One First National Plaza in Chicago, Illinois;

(ii) "Chicago Area Terminal Railroad" means any railroad, whether currently in existence or later created, whose primary business is the provision of terminal or switching services within the Chicago Area including, without limitation, the Indiana Harbor Belt Line Railroad Company, the Belt Railway Company of Chicago, the Baltimore and Ohio Chicago Terminal Railroad Company and the Elgin, Joliet and Eastern Railroad Company; and

(iii) "Chicago Gateway" means railroad lines and interchange, dispatching and other related facilities necessary to the function of carrying by railroad freight moving through the Chicago Area generally in the direction from east to west or west to east, whether by interchange between carriers in the Chicago Area or by single-line service between points east of the Chicago Area and points west of the Chicago Area and passing through the Chicago Area.

(b) If CSXT or NSR shall after the Control Date acquire, directly or indirectly, ownership, or rights to exercise effective voting control, of any voting stock in any Chicago Area Terminal Railroad (the "Interests"), the party acquiring such Interests (the "Acquiror") shall, at the request of the other party, sell or transfer to the other party, on terms and conditions substantially the same on a pro rata per Interest basis as those governing the Acquiror's acquisition of Interests, one-half of such newly acquired Interests, provided, however, that if the Interests would give the Acquiror control, not theretofore held, of a Chicago Area Terminal Railroad, the Acquiror's obligation to sell or transfer shall attach to the lesser of (A) one-half of all the Interests (not solely newly acquired Interests) it holds in that Chicago Area Terminal Railroad, or (B) such portion of all the Interests (not solely newly acquired Interests) it holds in that Chicago Area Terminal Railroad as necessary to equalize the Interests of each party. The sale or transfer price for each such Interest shall be the per Interest price paid by the Acquiror for the newly acquired Interests.

(c) Neither CSXT nor NSR shall, following the Control Date, enter into any arrangement with any Chicago Area Terminal

Railroad, or any other railroad operating in the Chicago Area related to the Chicago Gateway, under which, in connection with the grant by such Chicago Area Terminal Railroad or such other railroad of trackage rights or similar operating rights to either CSXT or NSR, such Chicago Area Terminal Railroad or other railroad shall agree not to grant trackage rights or similar operating rights to the other of CSXT or NSR, with respect to such Chicago Area Terminal Railroad or the lines of such other railroad related to the Chicago Gateway.

(d) Should CSX or CSXT enter into a transaction in which either one shall be acquired by Burlington Northern Santa Fe Corporation ("BNSF"), or in which CSX or CSXT acquires BNSF, or in which substantially all of the rail operations of CSXT and BNSF shall be otherwise combined and put under common control or be merged together in any manner, at the request of CSX and any successor thereto made no later than one year following the consummation of such transaction, NSR shall sell and transfer to CSXT or its successor, at fair value, the Streator Line from Osborne, IN to Streator, IL (being the rail line located between Osborne, IN, and Schneider, IN, and Wheatfield, IN, and Moronts, IL), including all dispatching control with respect to said line. As used in this subsection, the term "fair value" shall mean the fair market value as determined by the parties by agreement or, failing agreement, as determined by binding arbitration. Any such sale and transfer shall be subject to all requisite governmental and regulatory approvals.

(e) Any dispute concerning the interpretation or application of this Schedule 3 shall be finally settled by binding arbitration pursuant to Section 11.12 of the Transaction Agreement. In any such arbitration, the arbitrator(s) shall have the authority to direct, subject to any required governmental or regulatory approvals and in accordance with any contractual limitations on transfer or assignment contained in any agreement with third parties (except one made in contravention of this Schedule 3), CSXT, NSR or both to transfer to each other ownership or control of voting stock in any Chicago Area Terminal Railroad, or to direct the release by a party violating subsection (c) of any obligation of exclusivity made in such violation, as are necessary to carry out the purposes of this Schedule 3.

SCHEDULE 4

SCHEDULE OF TRACKAGE RIGHTS, HAULAGE, SHARED ASSET AND OTHER OPERATING AGREEMENTS

ITEM 1 - TRACKAGE RIGHTS AGREEMENTS

All Trackage Rights Agreements referred to in Items 1.A and 1.B below will be substantially in the form of the Trackage Rights Agreement attached hereto as Exhibit C-1 (in the case of those referred to in Item 1.A.) or C-2 (in the case of those referred to in Item 1.B.) and will be between the operator of the involved rail line, the owner, and the tenant road. Forms of addenda and/or assignments relating to the trackage rights referred to in Item 1.A. are included with Exhibit C-1 and forms of addenda and/or assignments relating to the trackage rights referred to in Item 1.B. are included with Exhibit C-2. Unless otherwise provided herein, a trackage rights tenant shall only have the right to enter on and exit from the trackage rights lines at points other than the endpoints where the tenant may make a connection with its existing railroad line and joint CSXT/NSR lines ("Point of Permitted Entry or Exit"). If, in the opinion of the tenant, a new or upgraded connection is required at a Point of Permitted Entry or Exit other than the endpoints, or, if in the opinion of the tenant, other upgrading, including but not limited to switches, power switches, signals, communications, etc., is required for operational efficiency, the landlord will, subject to its own operational needs, cooperate and the tenant will be responsible for funding that construction/upgrading at actual cost or a cost mutually agreed to by CSXT and NSR. Where a tenant has access to 2-to-1 points via trackage rights, the tenant may at its option access the points via haulage.

A. **NSR on CSXT:** CSXT will grant to NSR trackage rights on the following rail lines which will be owned or operated by CSXT after the Closing Date:

1. Junction - Hadley (Fort Wayne, IN): NSR rights to operate over and share with CSXT the former CRC line between Junction and Hadley (the crossing of the former Pennsylvania RR and NYC&SL west of Fort Wayne).
2. Lafayette, IN - Crawfordsville (area): assignment of overhead trackage rights on CSXT's Lafayette - Crawfordsville, IN line to serve 2-to-1 shippers at Crawfordsville, IN, and to move overhead between Lafayette and Indianapolis.

3. Crawfordsville, IN - Indianapolis (area): overhead trackage rights on CRC's Crawfordsville - Indianapolis line to serve 2-to-1 shippers, the GM metal fabrication plant and the INRD via Hawthorne Yard.
4. Indianapolis: overhead trackage rights on CRC's Crawfordsville Branch from Woods to Washington Street in Indianapolis to serve 2-to-1 shippers, the GM metal fabrication plant and the INRD via Hawthorne Yard.
5. Indianapolis: overhead trackage rights on CSXT between Washington Street and Pine in Indianapolis to serve 2-to-1 shippers, the GM metal fabrication plant and the INRD via Hawthorne Yard.
6. Buffalo (CP 437) - Niagara Falls (Suspension Bridge): overhead trackage rights on CRC's Belt Line Branch and Niagara Branch to connect with, or with trackage of Canadian carriers at Suspension Bridge.
7. Philadelphia (Park Jct.) - Anacostia Jct., MD: NSR is assigned CRC's overhead trackage rights on CSXT.
8. Landover - RO (Alexandria, VA): overhead trackage rights on CRC's Landover Line.
9. Cleveland, OH: overhead trackage rights on CRC's Short Line from Quaker to Berea, OH.
10. Cleveland, OH: overhead trackage rights on CRC's Chicago Line (allocated to CSXT) from CP 181 to Collinwood Yard for purposes of interchange with CSXT.
11. Crestline, OH - Fort Wayne (Mike), IN: overhead trackage rights on CRC's Fort Wayne Line (which is to be allocated to CSXT), with train limits as follows:
 - 8 total trains/day between Crestline and Bucyrus
 - 6 total trains/day between Bucyrus and Fort Wayne including rights to serve 2-1 customers at Upper Sandusky.

NSR trains over the above limits are subject to negotiations between CSXT and NSR for NSR contribution to CSXT investment needed for additional capacity. NS will supervise the dispatching of the Ft. Wayne to Crestline line until CSXT haulage over CRC Chicago Line between Berea and Chicago is terminated. NS will control the Bucyrus interlocking permanently.
12. Fort Wayne (Mike), IN - Chicago (Clarke Jct., IN): overhead trackage rights on former CRC Fort Wayne Line (Ft. Wayne - Chicago, now NSR), with ten total

trains/day limit (limit does not apply in Fort Wayne terminal). NSR trains over the above limits are subject to negotiations between CSXT and NSR for NSR contribution to CSXT investment needed for additional capacity. NSR will dispatch the line until CSXT haulage over CRC Chicago Line between Berea and Chicago is terminated.

13. Porter - Gibson Interlocking, IN: overhead trackage rights on CRC's Porter Branch.
14. CP Hocking - CP 138 (Columbus, OH): overhead trackage rights on CRC Buckeye Line from "CP Hocking" to "CP 138".
15. Scioto - CP Mounds (Columbus, OH): overhead trackage rights on CRC Western Branch from Scioto to "CP Mounds," including the Mounds Connection.
16. CP Buckeye - CP Darby (Columbus, OH): overhead trackage rights on Buckeye Yard Lead from "CP Buckeye" to "CP Darby".
17. CP 138 - MP 133.5 (Columbus, OH): overhead trackage rights on the CSXT - assigned west track of the CRC Columbus Line from "CP 138" to the vicinity of Milepost 133.5 (point of new NS connection).
18. Parsons Yard - Scioto (Columbus, OH): overhead trackage rights on CSXT between the south end of Parsons Yard (connection with Watkins - Parsons transfer track) and Scioto.
19. Lima, OH - Sidney, OH: overhead trackage rights on CSXT's Toledo Subdivision to serve 2-to-1 customers at Sidney.
20. Bound Brook, NJ - Woodbourne, PA: overhead trackage rights for twelve total trains/day limit on CRC's Trenton Line for dimensional trains until Pattenburg Tunnel on CRC's Lehigh line is cleared of dimensional restrictions, not to exceed three years.
21. Piqua Yard - Mike Interlocking (Fort Wayne, IN): NSR overhead rights to operate trains for Triple Crown Services Company between Piqua Yard and Mike interlocking (Fort Wayne).
22. Muncie, IN - Indianapolis (area): overhead trackage rights on CRC's Indianapolis Line, South Anderson Cutoff and part of Dow Secondary to serve 2-to-1 ship-

pers the GM metal fabrication plant and the INRD via Hawthorne Yard.

23. Toledo Terminal: overhead rights on CSXT-controlled portion of former Toledo Terminal Railroad.
24. Erie, PA: overhead trackage rights on CRC between Downing Avenue and Wallace Street in Erie, PA, subject to restriction against NSR use of CRC Chicago line main tracks.
25. CP Short - Parma, OH: overhead trackage rights on CRC Short Line from CP Short to Parma to serve but not directly switch Parma auto plant.
26. McCook - Franklin Park, IL: overhead trackage rights granted by B&OCT.
27. Pine Junction, IN - McCook, IL: overhead trackage rights on B&OCT.

B. **CSXT on NSR**: NSR will grant to CSXT trackage rights on the following rail lines which will be owned or operated by NSR after the Closing Date:

1. CP River (West Falls), PA - Abrams, PA: overhead trackage rights on CRC's Harrisburg Line for dimensional traffic.
2. CP King (Norristown), PA - Woodbourne (CP Wood), PA: overhead trackage rights on CRC's Morrisville Line for dimensional traffic plus incidental rights on short portion of SEPTA's Norristown Line.
3. Berea, OH - CP 181 (Cleveland, OH): overhead trackage rights on CRC's existing Chicago Line.
4. CP Short - CP 190 (Cleveland, OH) and Berea, OH - Lorain and Fairlane, OH: overhead trackage rights on CRC's line allocated to NSR and rights to serve 2-to-1 Ford Motor plants at Avon Lake and Fairlane.
5. CP Hocking - Buckeye Yard: overhead trackage rights on CRC Buckeye Line from "CP Hocking" to Buckeye Yard.
6. Bannon - Scioto, OH: overhead trackage rights on CRC Western Branch from Bannon to Scioto.
7. CP 139 - Buckeye Yard: overhead trackage rights on CRC Cincinnati Line from "CP 139" to Buckeye Yard, via the Miami Lead.

8. CP 138 - MP 133.5 (Columbus, OH): overhead trackage rights on the NSR-assigned east track of the CRC Columbus Line from CP 138 to the vicinity of MP 133.5 (point of new NSR connection).
9. CP Camp - CP 139 (Columbus): overhead trackage rights on CRC Auburn Connection from "CP Camp" to "CP 139".
10. Bannon - Watkins Yard: overhead trackage rights on NSR from Bannon to the south (RR east) end of NSR Watkins Yard (connection with Watkins - Parsons transfer track).
11. Youngstown (Center St.) - Ashtabula Harbor, OH: overhead trackage rights on CRC Youngstown Line to access Ashtabula Harbor facilities and the Water Level Route.
12. Osborne, IN - Streator, IL: overhead trackage rights on CRC Kankakee Line, Kankakee Secondary and Streator Secondary for up to 8 total trains/day to connect with, or with trackage of other intersecting railroads. CSXT trains over the above limits are subject to negotiations between CSXT and NSR for CSXT contribution to investment needed for additional capacity.
13. Clarke Jct., IN - CP 501: overhead trackage rights on CRC's Fort Wayne Line between Clarke Junction, IN and CP 501.
14. Pine, IN - Rock Island Jct. (Chicago, IL): CSXT overhead trackage rights on CRC's Chicago Line (allocated to NSR).
15. CP Short - CP Belt, OH: CSXT overhead trackage rights to allow CSXT to serve but not directly switch 2-to-1 Ford Motor Company plant at CP Belt, OH.
16. Ecorse Junction - Delray (Detroit, MI): overhead trackage rights on existing NSR tracks in the Detroit area from Ecorse Junction to Delray, MI.
17. Bucyrus - Sandusky: overhead trackage rights on NSR between Bucyrus and Sandusky to serve a 2-to-1 shipper at Sandusky, OH.
18. Brighton Park - Ash Street (Chicago IL): overhead trackage rights on CRC's Western Avenue Industrial Track from crossover connection with B&OCT at Brighton Park to Ash Street (Chicago, IL).

19. CP 509 - 63rd Street (Chicago, IL): overhead trackage rights on CRC's Chicago line limited, in combination with NSR haulage of CSXT trains, to a total of 6 trains/day in each direction between the above points for trains entering or leaving NSR trackage at Clarke Junction up to a maximum of three years.

C. **CRC ASSIGNMENTS TO NSR/CSXT:** CRC will assign to NSR and CSXT existing CRC rights with respect to the Northeast Corridor as follows (see Ancillary Agreement governing assignment of CRC rights as to Northeast Corridor):

NEC RIGHTS/OPERATING DEFINITION

1. Zoo Tower - Penn Station trackage: Rights shall be shared equally by NSR and CSXT and, in the event of an operating conflict, trains will be scheduled alternately.
2. Baltimore - Zoo Tower Trackage: CSXT shall be limited to 4 trains a day.
3. Landover - Baltimore: Rights will be shared equally by NSR and CSXT and, in the event of an operating conflict, trains will be scheduled alternately.
4. Washington Union Station - Landover, MD: Rights shall be shared equally by NSR and CSXT and, in the event of an operating conflict, trains will be scheduled alternately.

NEC RIGHTS/COMMERCIAL DEFINITION

1. Philadelphia (Zoo) - New York (Penn Station): Will be part of the North Jersey Shared Assets Area and the South Jersey/Philadelphia Shared Assets Area where NSR and CSXT will have equal customer access.
2. Washington, D.C. - Philadelphia (Zoo): Will be exclusive to NSR.
3. North of New York (Penn Station): Will be exclusive to CSXT.

ITEM 2 - CSX/NSC HAULAGE AGREEMENTS

The Haulage Agreement referred to in Item 2.A.1 will be substantially in the form of the Haulage Agreement included with Exhibit D and will be between the operator of the involved rail line (and with the owner, if appropriate) and the tenant road. The assignment of the Haulage Agreement

referred to in Item 2.A.2 will be in the form included with Exhibit D.

A. NSR Haulage for CSXT on NSR Lines:

1. Berea, OH - Chicago (63rd St.): Overhead haulage for CSXT by NSR on CRC's Chicago Line for maximum of six merchandise and/or intermodal trains/day each way to the Park Manor Yard at 63rd St. in Chicago, until CRC's Ft. Wayne Line (Ft. Wayne - Chicago now NS) is upgraded, up to a maximum of 3 years.
2. Normal, IL - Lafayette, IN: Assignment to CSXT of CRC's Haulage Agreement with NSR for 2-to-1 automotive traffic only.

ITEM 3 - SHARED ASSETS AGREEMENTS

1. North Jersey Shared Assets Agreement among CRC, CSXT and NSR (attached as **Exhibit G**), covering the following matters:
 - (1) North Jersey Shared Assets Area
 - (2) North Jersey CSXT/NSR Trackage
2. Philadelphia/Southern Jersey Shared Assets Agreement among CRC, CSXT and NSR (attached as **Exhibit H**), covering the following matters:
 - (1) Philadelphia/South Jersey Shared Assets Area
 - (2) Philadelphia/South Jersey NS/CSXT Trackage
3. Detroit Area Shared Assets Agreement among CRC, CSXT and NSR (attached as **Exhibit I**), covering the following matters:
 - (1) Detroit Shared Assets Area
 - (2) Detroit Dispatching
 - (3) NSR/CSXT trackage Rights - Detroit

ITEM 4 - OTHER OPERATING AGREEMENTS

- A. **INTERLOCKING AGREEMENTS (CSXT-Controlled)** between CSXT and NSR as to which the interlocking will be controlled by CSXT:
1. Ashtabula Interlocking (crossing of the existing CRC Youngstown Line and Chicago Line at Ashtabula, OH)

2. CP-Mounds Interlocking (Columbus, OH)
 3. Warsaw Interlocking (Warsaw, IN)
 4. Crestline Interlocking (Crestline, OH)
- B. **INTERLOCKING AGREEMENTS (NSR-Controlled)** between NSR and CSXT as to which the interlocking will be controlled by NSR:
1. Buckeye Interlocking (Columbus, OH)
 2. Mike Interlocking (Fort Wayne, IN)
 3. Bucyrus Interlocking (Bucyrus, OH)
- C. **INTERLOCKING SEPARATION AGREEMENTS** between NSR and CSXT as to which the interlocking will be "separated" (i.e., divided so that each operator is not subject to the control of the other when making moves on the operator's own lines through a point) prior to or as soon as possible after the Closing Date:
1. CP 138 Interlocking (Columbus, OH)
 2. Short Interlocking (Cleveland, OH)
 3. Berea Interlocking (Berea, OH)
- D. **SWITCHING AND/OR YARD ACCESS AGREEMENTS** between CSXT and NSR:
1. Ashtabula - Agreement between NSR and CSXT providing for CSXT use of and access to Ashtabula Harbor facilities owned by CRC, up to a proportion of the total ground storage, throughput and tonnage capacity of the facilities equal to the Percentage
 2. Yard Access Agreement - Agreement between CSXT and NSR providing for access by NSR to yard tracks in Seneca Yard at Buffalo, NY (yard to be assigned to CSXT) sufficient for the origination and termination of trains, at the end of the existing CRC Buffalo Line to be assigned to NSR, for purposes of improved interchange with the South Buffalo RR.
 3. Ford (Rockport) - Agreement between NSR and CSXT providing for NSR switching for CSXT at the Ford engine plant in Cleveland (located on NSR portion of CRC lines in Cleveland).

4. GM Parma - Agreement between CSXT and NSR providing for CSXT switching for NSR at Parma auto plant located on the CSXT Portion of CRC in Cleveland.
5. Indianapolis Switching - Agreement between CSXT and NSR relating to NSR's use of Hawthorne Yard providing that NSR will have sufficient tracks and space for the arrival, departure and make-up of trains and will have reasonable access to and from the designated tracks; also providing for CSXT switching for NSR at 2-to-1 shippers in Indianapolis, the GM metal fabrication plant, and the INRD.
6. GM Lordstown - Agreement between CSXT and NSR for switching at GM assembly plant at Lordstown, OH.
7. Lorain Switching: Agreement between CSXT and NSR providing for NSR switching for CSXT at Lorain/Avon Lake auto plant located in Lorain, OH.
8. Fairlane Switching: Agreement between CSXT and NSR providing for NSR switching for CSXT at Fairlane auto plant located in Fairlane, OH.
9. Crawfordsville Switching: Agreement between CSXT and NSR providing for CSXT switching for NSR at 2-to-1 customers located in Crawfordsville, IN.
10. Sidney Switching: Agreement between CSXT and NSR providing for CSXT switching for NSR at 2-to-1 customers located in Sidney, OH.
11. Sandusky Switching: Agreement between CSXT and NSR providing for NSR switching for CSXT at a 2-to-1 customer at Sandusky, OH.
12. Upper Sandusky Switching: Agreement between CSXT and NSR providing for CSXT switching for NSR at 2-to-1 customers at Upper Sandusky, OH.

E. MISCELLANEOUS AGREEMENTS between NSR and CSXT:

1. IHB Agreement: Agreement among CRC, CSXT and NSR covering matters relating to Indiana Harbor Belt.
2. Monongahela Agreement - Agreement among NSR and CSXT providing for shared access to and joint use by CSXT of NSR assigned, controlled, operated and maintained lines serving the Monongahela coal fields' current and future facilities.

3. Temporary Lease Agreement between NSR or its designee and CSXT providing interim use by CSXT of the Park Manor (63rd St., Chicago, IL) intermodal facility during the period of CSXT's interim haulage between Chicago and Berea.
4. Letter Agreement providing for NSR and CSXT construction projects:
 - (a) NSR construction of connection in eastern Cleveland, OH (granting to NSR rights to construct a connection in eastern Cleveland to make direct moves between NSR's Cleveland-Buffalo Line and the CRC's existing Chicago Line, using NSR rights over existing CRC Cleveland Short Line to be assigned to CSXT)
 - (b) North of the current end of double track at CP 136 (Columbus, OH), NSR will be assigned the right of way east of the single remaining track and the Clintonville Siding (which is also east of the single remaining track), with the right to connect these two segments of track, at NSR's expense, at CP 136 and the Clintonville Siding into a continuous track east of and parallel to the single remaining track. Another new connection will be constructed, at NSR expense, between the Clintonville Siding and the existing NSR Bellevue - Portsmouth main line in the vicinity of Milepost 133.5, where both the NSR and CRC rights of way are parallel and level. CSXT shall, at its option and expense, have the right to construct a connection from its assigned track (i.e., the west located track of the right of way) to the new NSR Clintonville Siding, so that both tracks can be utilized for operational flexibility between the vicinity of Milepost 133.5 to CP 138, under the control of the respective assignee of each track.
 - (c) Construction of Junction - Hadley trackage (a line relocation project underway in Fort Wayne will force NSR and CSXT to share the former CRC line between Junction and Hadley (the crossing of the former Pennsylvania RR and NYC&SL west of Fort Wayne); if NSR and CSXT decide that capacity needs mandate an additional track, NSR and CSXT will equally share the cost of constructing a new track between Junction and Hadley on the north side of the existing track, and ownership of the south track will revert to NSR and

ownership of the north track will revert to CSXT).

5. Construction at Buckeye Yard - Letter Agreement providing for NSR to have the right to construct a parallel track to the Buckeye Yard lead track (at Buckeye Yard, Columbus, OH) in order to provide for the proper functioning of Buckeye Yard.
6. Construction from Field - Belmont - Letter Agreement giving NSR the right to reconstruct, own and control an additional track where practical between Belmont and CP Field.
7. Deed of Easement between CSXT and NSR providing for conveyance by CSXT to NSR of a free easement (for NSR relocation of mainline in Erie, PA area) along existing CRC right of way through Erie, PA (assigned to CSXT) to replace NSR right of way through streets in downtown Erie at its expense. NSR will have trackage rights in Erie to connect its route from Corry to its existing Buffalo - Cleveland line if such connection can be achieved without using the CR Buffalo - Cleveland line.
8. Letter agreement between NSR and CSXT providing that (i) NSR's existing Fort Wayne - to - Chicago (former CRC line) line will be transferred to CSXT as part of a like kind exchange transaction for the Streator line and (ii) if CSXT were to merge with BNSF and if CSXT requests, then NSR would transfer the Streator Line from Osborne, IN including the dispatching control, for fair value.
9. Piqua Yard (Fort Wayne) - Letter Agreement between NSR and CSXT providing for division of space in Piqua Yard and determine most efficient means of utilizing the physical plant in Fort Wayne; Triple Crown Services Company will retain its current space in Piqua Yard and the right to have NSR operate its trains between Piqua Yard and Mike interlocking.
10. E-Rail Support Tracks - Letter Agreement between CSXT and NSR providing for access by NSR to use up to two tracks located on NYC allocated property of Elizabethport Yard (Trumbell St. Yard) for support of PRR's E-Rail intermodal facility.
11. Agreement between CSXT and NSR providing for assignment of CRC rights over CSXT lines to NSR (except as otherwise provided in the Transaction Agreement) and for assignment of CRC rights over NSR lines to CSXT

(except as otherwise provided in the Transaction Agreement).

12. Letter Agreement between NSR and CSXT providing CSXT the right to construct an Eastwick connection to provide a contiguous route through Philadelphia, via CP Field and portions of CR's Harrisburg and Trenton Lines to CP River and points north.
13. Letter Agreement among CRC, NSR and CSXT providing for assignment by CRC of rights relating to the Northeast Corridor.
14. Letter Agreement between NSR and CSXT providing for (i) assignment to both NSR and CSXT of CRC's trackage rights over BNSF to access BNSF's Willow Springs Yard (Chicago), subject to approval of BNSF, and (ii) if such trackage rights are assigned, CSXT's right to construct a connection in the vicinity of Ash Street (Chicago) to enable CSXT to use these rights, if necessary.

NOTE: Notwithstanding any provision of this Schedule, to the extent an item herein describes an Ancillary Agreement between the parties the form of which is set forth as an Exhibit to this Agreement, such description shall be for purposes of identification only, and the terms of such Ancillary Agreement shall control.

CSXT and NSR will cooperate with one another for the construction of various connections and improvements of the involved carriers referred to in their respective Operating Plans.

OPERATING AGREEMENT

dated as of [the Closing Date]

by and between

NEW YORK CENTRAL LINES LLC

as *Owner*,

and

CSX TRANSPORTATION, INC.

as *Operator*

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Schedule

Schedule I: Addresses and Payment Information

Appendix

Appendix A: Definitions

OPERATING AGREEMENT

This **OPERATING AGREEMENT** (this "Agreement") is entered into as of [Closing Date], by and between New York Central Lines LLC, a Delaware limited liability company, as Owner and CSX Transportation, Inc., a Virginia Corporation, as Operator.

ARTICLE I

Definitions and Usage

SECTION 1.1 Definitions and Usage. Unless the context otherwise requires, capitalized terms used herein shall have the respective meanings assigned to them in Appendix A to this Agreement. Terms used, but not defined, in this Agreement or in Appendix A shall have the respective meanings assigned to them in the Transaction Agreement.

ARTICLE II

Operation of Allocated Assets

SECTION 2.1 Operation of Allocated Assets. (a) The Owner hereby agrees with the Operator, and the Operator hereby agrees with the Owner, that the Operator shall have the license, right and obligation to use and operate the Allocated Assets for the term referred to in Section 2.2 hereof on the terms and conditions set forth in this Agreement. Except as otherwise specifically provided in this Agreement, the Operator may use and operate the Allocated Assets in such manner and for such purposes as the Operator considers necessary or appropriate.

(b) The Owner hereby agrees that the Operator shall, effective as of the Closing Date, have the right to receive and retain for its own benefit and use and in its own name all revenues, tolls, rents, receipts, issues, profits and income of every character arising from or associated with the operation and use of the Allocated Assets.

SECTION 2.2 Term of Agreement. Immediately upon the execution hereof, without necessity of any further act or evidence by either party hereto, the Allocated Assets shall be deemed delivered by the Owner to the Operator for the Term and, if the Operator elects to exercise its renewal option pursuant to Article XVII hereof, for any Renewal Term, in either case, all pursuant to the terms of this Agreement, unless this Agreement shall have been earlier terminated in accordance with its terms.

SECTION 2.3 Reversion Assets. Within one (1) year after the Closing Date, the Owner may, with the consent of the Operator, deliver to the Operator a notice electing to terminate the application of this Agreement to certain Allocated Assets (the "Reversion Notice"). The Reversion Notice shall set forth (i) a list of those Allocated Assets selected by the Owner in its sole discretion which will no longer be subject to this Agreement (the "Reversion Assets"), and (ii) the date as of which such Reversion Assets shall no longer be subject to this Agreement,

which date shall be a Payment Date and shall not be less than sixty (60) calendar days after the date of the Reversion Notice (the "Reversion Date"); *provided*, that the fair market value of the Reversion Assets shall not exceed 25% of the aggregate fair market value of all Allocated Assets (including the Reversion Assets) as of the Reversion Date. All Allocated Assets other than the Reversion Assets shall continue after the Reversion Date to be subject to the terms and conditions of this Agreement.

ARTICLE III

Operating Fee and Certain Expenses

SECTION 3.1 Operating Fee; Supplemental Operating Fees. The Operator shall pay to the Owner the Operating Fee commencing on the first Payment Date and on each Payment Date thereafter for the duration of the Term and any Renewal Term. Subject to any applicable Governmental Action, the Operating Fee shall be recalculated on each Valuation Date to reflect the Fair Market Rental Value of the Allocated Assets then subject to this Agreement. Supplemental Operating Fees shall be paid by the Operator when due under the terms of this Agreement.

SECTION 3.2 Method of Payment. All Operating Fees and Supplemental Operating Fees shall be paid by the Operator to the Owner at its office set forth in Schedule I hereto or at such other place in the U.S. as the Owner shall specify in a written notice to the Operator at least five (5) Business Days prior to the date such payment is due. Each payment of Operating Fees and Supplemental Operating Fees shall be made by the Operator in immediately available funds prior to 12:00 noon, New York time at the place of payment, on the date when such payment shall be due.

SECTION 3.3 Late Payment. In the event any Operating Fees or Supplemental Operating Fees shall not be paid on its due date to the Owner, the Operator shall pay to the Owner on written demand, interest (to the extent permitted by Applicable Law) on such overdue amount from the due date thereof (without regard to any grace period) to the date of payment thereof at the Overdue Rate.

SECTION 3.4 No Set-off, Counterclaims, etc. THIS AGREEMENT IS A NET AGREEMENT. THE OPERATOR'S OBLIGATION TO PAY ALL PAYMENTS OF OPERATING FEES AS AND WHEN THE SAME SHALL BECOME DUE AND PAYABLE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY ABATEMENT OR DIMINUTION BY SET-OFF, DEDUCTION, COUNTERCLAIM, RECOUPMENT, AGREEMENT, DEFENSE, SUSPENSION, DEFERMENT, INTERRUPTION OR OTHERWISE, AND UNTIL SUCH TIME AS ALL AMOUNTS REQUIRED TO BE PAID UNDER THIS AGREEMENT SHALL HAVE BEEN PAID, THE OPERATOR SHALL NOT