

STB

FD

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6-23-97

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180274V8B

6/12

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

TA06.B (June 14, 1997)

**ENGINEERING & MECHANICAL
DEPARTMENT**

REVISIONS

**INDIANAPOLIS, IN
CP-WOODS TO HAWTHORNE YARD
PROPOSED TR. NS OVER CSXT**

FORM A

TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grant to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad owned by NYC and operated by CSXT (hereinafter referred to as "Subject Trackage"):

The Crawfordsville Branch owned by NYC and operated by CSXT between the connection with CSXT's Monon Subdivision at Crawfordsville (Ames), Indiana at or near Milepost 46.0 and connection with the Indianapolis Belt Secondary at Indianapolis (CP Woods), Indiana at or near Milepost 1.5, (approximately 44.5 miles); and the Indianapolis Belt Secondary owned by NYC and operated by CSXT between CP Woods at

or near Milepost 3.1 and the entrance to Hawthorne Yard at or near Milepost 8.8 (approximately 5.7 miles); for a total distance of approximately 50.2 miles, as marked on Drawing No. IN09, sheets 1 and 2, attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of NSR using same for bridge traffic only between Crawfordsville and Indianapolis, including access into Hawthorne Yard. The rights herein granted shall include the right for NSR to connect with Indiana Rail Road Company at Hawthorne Yard.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge").

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field

covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type code "S566" would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by

calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date")

and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

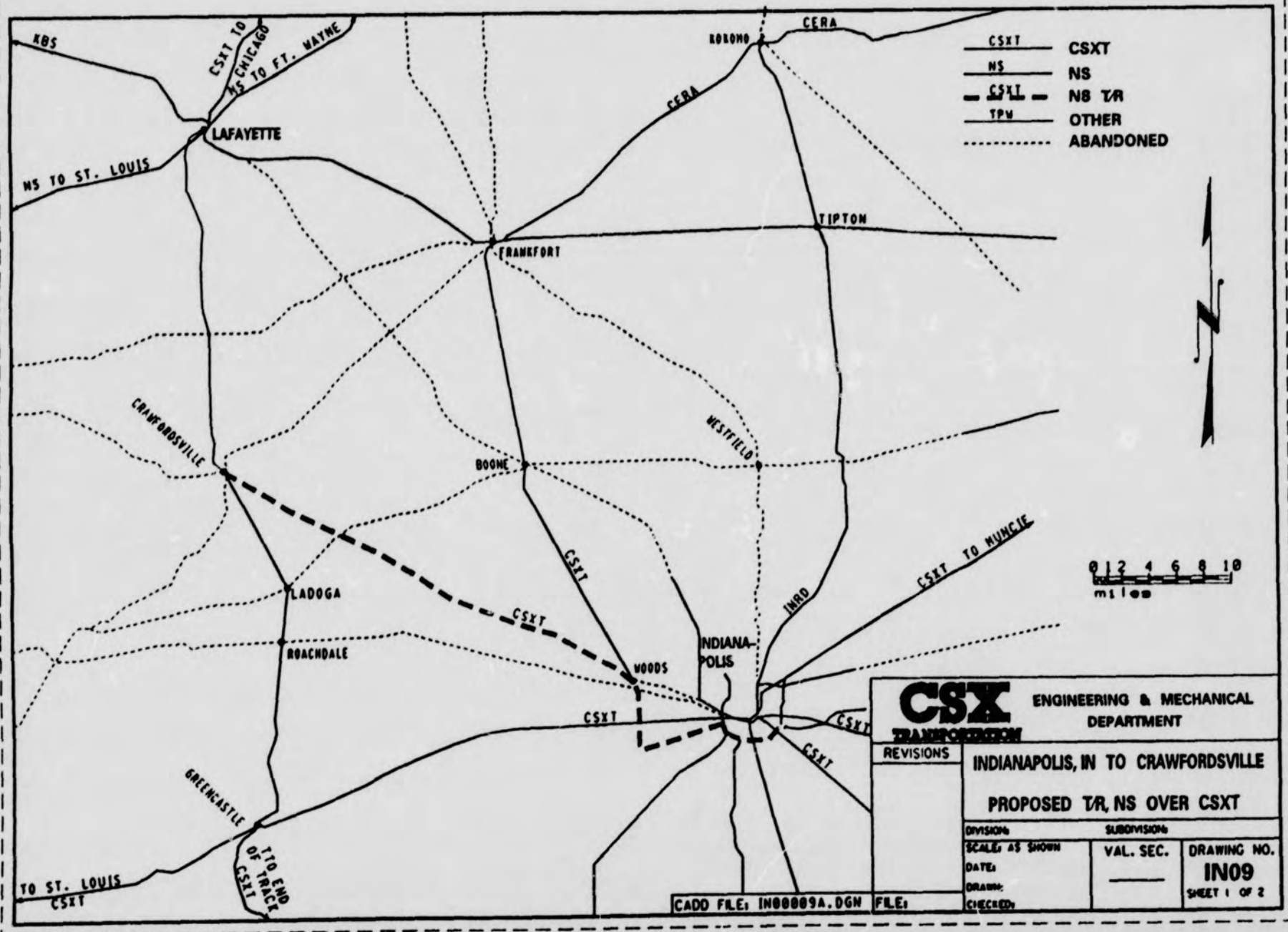
By: _____
(Title)

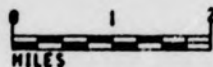
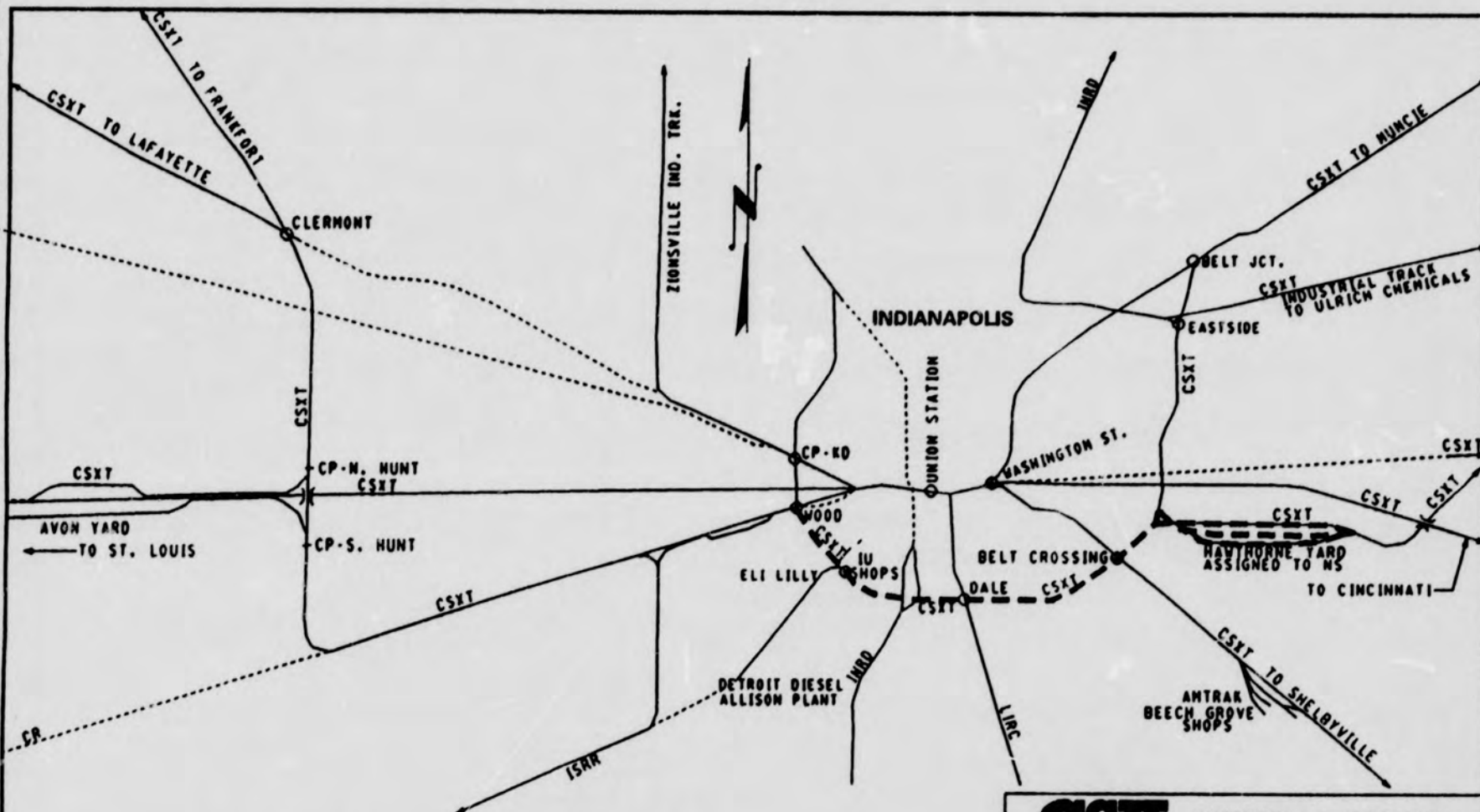
WITNESS:

PENNSYLVANIA LINES LLC

By: _____

TA06 (June 14, 1997)





| | |
|-------|-----------|
| CSXT | CSXT |
| NS | NS |
| CSXT | NS TR |
| TPW | OTHER |
| | ABANDONED |

CSX
TRANSPORTATION

ENGINEERING & MECHANICAL
DEPARTMENT

REVISIONS

INDIANAPOLIS, IN TO CRAWFORDSVILLE
INDIANAPOLIS, IN - LOCAL DETAILS
PROPOSED TR, NS OVER CSXT

DIVISION

SUBDIVISION

SCALE: AS SHOWN

VAL. SEC.

DRAWING NO.

DATE

IN09

DRAWN

SHEET 2 OF 2

CHECKED

CADD FILE: IN000098.DGN

FILE:

FORM A

TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this ____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grant to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad owned by NYC and operated by CSXT (hereinafter referred to as "Subject Trackage"):

The Belt Line Branch owned by NYC and operated by CSXT between the connection of the parties at FW Tower (CP 437), Buffalo, New York, at or near Milepost 0.0, and the connection with the Niagara Branch (CP1) at or near Milepost 7.2, and the Niagara Branch operated by CSXT between the connection with the Belt Line Branch, at or near Milepost 7.5, and Suspension Bridge Yard, owned by NYC and operated by CSXT at

Suspension Bridge, New York, at or near Milepost 28.2, a total distance of approximately 27.9 miles, as marked on Drawing No. NY01 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of NSR using same for interchanging cars with Canadian National (CN) and Canadian Pacific Railway (CPR) and NSR shall not perform any local freight service whatsoever at any point located on Subject Trackage.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge").

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car

count for an articulated unit. For example, AAR Car Type code "S566" would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by calculating the percent of increase or decrease in the index for the

latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date")

and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum
to the Master Agreement between the parties dated _____,
19 ____ to be duly executed as of the date first above written.

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

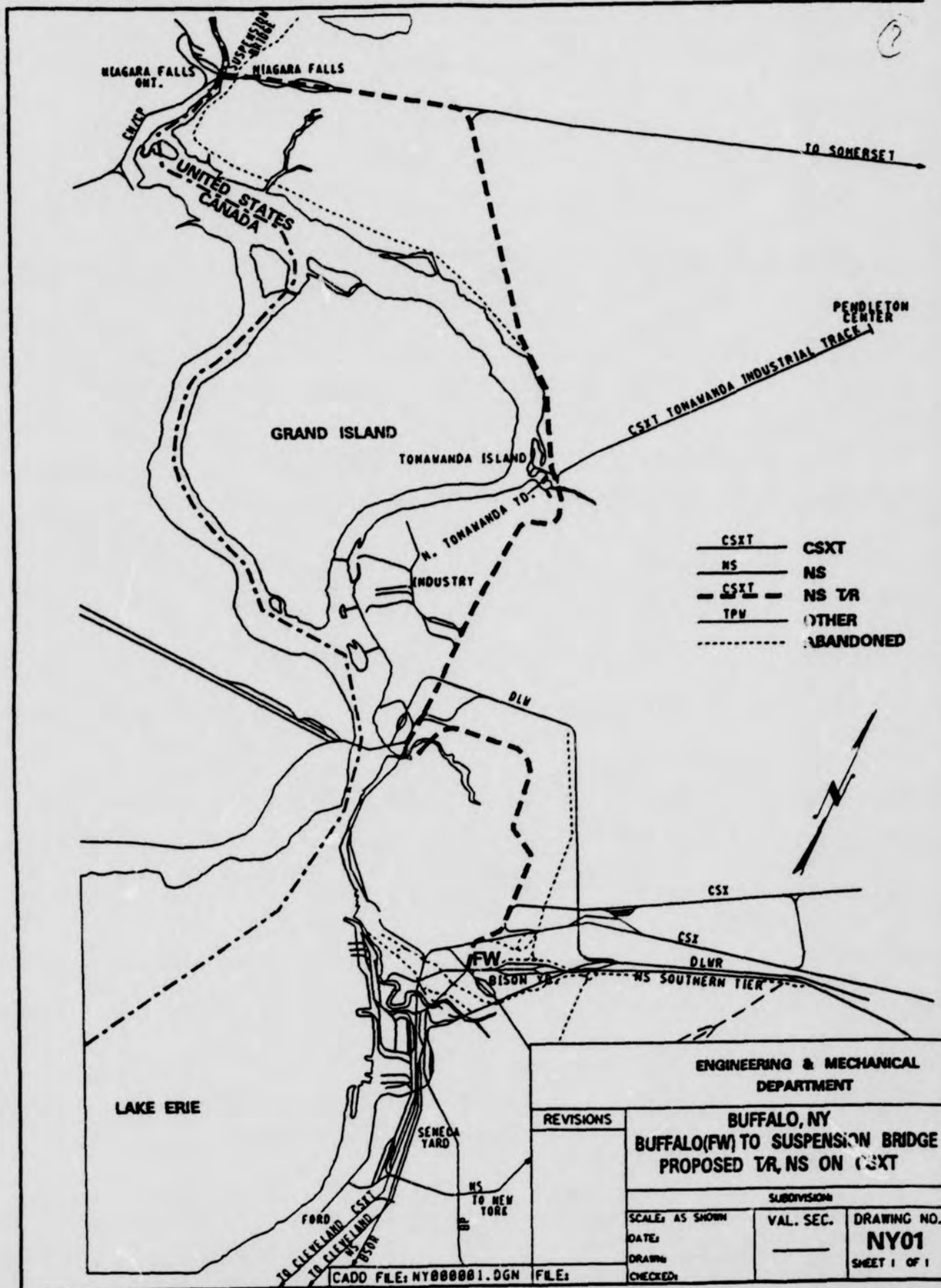
By: _____
(Title)

WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

TA07 (June 14, 1997)



ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of this _____ day of _____, 19____, by and among CONSOLIDATED RAIL CORPORATION (hereinafter referred to as "Conrail"), PENNSYLVANIA LINES LLC (hereinafter referred to as "PRR") and CSX TRANSPORTATION, INC. (hereinafter referred to as "CSXT", included as a signatory for purposes of acknowledgement and consent).

WITNESSETH

WHEREAS, CSX Corporation ("CSX"), parent to CSXT, and Norfolk Southern Corporation ("NSC"), parent to Norfolk Southern Railway Company ("NSR"), have entered into a Transaction Agreement (the "Transaction Agreement") between themselves; CSXT, a wholly-owned subsidiary of CSX; NSR; Conrail, Inc. ("CRR"); Conrail, a wholly-owned subsidiary of CRR; and CRR Holdings LLC; and

WHEREAS, CSX and NSC have indirectly acquired all the outstanding capital stock of CRR; and

WHEREAS, pursuant to the Transaction Agreement, certain assets of Conrail have been allocated to NYC, which is a wholly-owned subsidiary of Conrail, to be operated by CSXT under the terms of an Allocated Assets Operating Agreement (the "CSXT Operating Agreement") between NYC and CSXT; and

WHEREAS, pursuant to the Transaction Agreement, certain assets of Conrail have been allocated to PRR, which is a wholly-owned subsidiary of Conrail, to be operated by NSR under the terms of an Allocated Assets Operating Agreement (the "NSR Operating Agreement") between PRR and NSR; and

WHEREAS, PRR desires to assume and succeed to rights and obligations of Conrail to certain Trackage Rights Agreement dated December 28, 1984, as supplemented, by and between Conrail and CSXT related to Conrail trackage rights over the CSXT rail line between Anacostia Junction (Washington), District of Columbia and Park Junction (Philadelphia), Pennsylvania, a copy of which is attached hereto as Exhibit A (hereinafter "Trackage Rights Agreement"); and

WHEREAS, Conrail, PRR and CSXT desire to enter into a written agreement in order to effectuate such an assignment, succession and assumption;

NOW, THEREFORE, in terms of consideration of the Acquisition Agreement, the premises, the mutual covenants hereinafter set forth, and other good and valuable consideration,

the receipt of which is hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree as follows:

1. CONSENT

In accordance with Article 15 of the General Conditions of the Trackage Rights Agreement, CSXT hereby acknowledges and consents to Conrail's assignment to PRR of all Conrail's rights and obligations in the Trackage Rights Agreement.

2. ASSIGNMENT, SUCCESSION AND ASSUMPTION

Conrail hereby gives and assigns to PRR all of Conrail's rights under and interests in the Trackage Rights Agreement, and appoints PRR as its successor hereto. PRR hereby accepts such assignment and succession, and assumes as duties, obligations and liabilities of Conrail under the Trackage Rights Agreement from and after the Effective Date as defined hereinafter. It is the intent of the parties hereto that PRR assume the entirety of Conrail's rights and obligations under the Trackage Rights Agreement for the term thereof, and that Conrail shall have no further right, obligation or interest thereunder from and after the Effective Date of this Agreement.

3. INDEMNIFICATION

PRR hereby agrees to indemnify Conrail, and hold it harmless from any liability in connection with the obligations assumed by PRR under this Agreement, from and after the Effective Date hereof. Conrail hereby agrees to indemnify PRR, and hold PRR harmless from any liability in connection with such obligations prior to the effective date hereof. Conrail agrees to give or cause to be given to PRR prompt notice of any action, claim or proceeding asserted or commenced that might result in any loss, claim, damage, liability or expense which could be made the basis for indemnification, and PRR may participate in and assume the defense of any such action, claim or proceeding. No such action, claim or proceeding shall be settled without the prior written consent of PRR.

4. STB AUTHORITY

This Agreement will be jointly submitted to the Surface Transportation Board for approval as part of CSXT's and NSR's Joint Application in Finance Docket No. 33388.

5. CONDITION PRECEDENT

This Agreement and the assignment, succession and assumption evidenced hereby are expressly conditioned upon CSXT and NSR's acquisition of Conrail. In the event that such acquisition does not take place as anticipated, for any reason whatsoever, this Agreement and the assignment, succession and assumption evidenced hereby shall be null and void, and without force or effect.

6. GENERAL

- (a) This Agreement shall be construed and enforced in accordance with the laws of the State of Pennsylvania.
- (b) This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement and all rights hereunder may not be assigned by either party except upon the prior written consent of the other party, which shall not unreasonably be withheld.
- (c) PRR, Conrail and CSXT do hereby warrant, each to the others, that (i) it is a corporation duly authorized and existing under the laws of the Commonwealth of Virginia, State of Pennsylvania and Commonwealth of Virginia, respectively; (ii) it is legally capable of entering into and carrying out the terms of this Agreement; (iii) the person executing this Agreement on its behalf is duly authorized to legally bind the corporation hereunder; and (iv) neither the entering into nor performance of this Agreement shall result in a breach of any applicable law, regulation, judgment or order.
- (d) Except for obligations under the Trackage Rights Agreement specifically assumed by PRR herein, nothing contained in this Agreement is intended to nor shall it be construed to confer upon any party other than PRR, Conrail or CSXT and their respective successors and assigns, any right or benefit whatsoever under or by reason of this Agreement.
- (e) The Effective Date of this Agreement shall be the effective date of an STB decision authorizing the acquisition of Conrail by NSR and CSXT.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Assignment and Assumption Agreement as of the date first hereinabove written.

AS TO:
CONSOLIDATED RAIL CORPORATION

By _____
As its _____

AS TO:
PENNSYLVANIA LINES LLC

By _____
As its _____

TO ACKNOWLEDGE AND CONSENT:
CSX TRANSPORTATION, INC.

By _____
As its _____

A:/AS08 6-6-97
Printed June 17, 1997



CSX RAIL TRANSPORT

D. L. Houchin
Assistant Vice President
Joint Facilities

Exhibit A

P.1

500 Water Street, J310
Jacksonville, FL 32202
(904) 359-1570

July 27, 1990
File: PA, Park Jct.- Anacostia Jct.,
Washington, DC
Conrail Trackage Rights

Mr. L. L. Ratcliffe
General Superintendent - Contracts
Consolidated Rail Corporation
1099 One Liberty Place
1650 Market Street
Philadelphia, PA 19103

Dear Mr. Ratcliffe:

Agreement dated December 28, 1984, supplemented April 1, 1990 and June 1, 1990 by and between CSX Transportation, Inc. (CSXT) successor to The Baltimore and Ohio Railroad Company, and Consolidated Rail Corporation (Conrail) covers trackage rights granted Conrail between Park Junction, PA and Anacostia Junction, Washington, DC.

Effective July 16, 1990, subject to acceptance below, the provisions of Section 6(c) of Supplemental Agreement dated April 1, 1990 are hereby amended to permit User (Conrail) to operate one (1) additional eastbound train (Conrail's Tropicana OJT) per day of the class or type as specified in Section 6(b). Thus, the classes or types of trains specified will provide for a total of five (5) trains per day, two (2) of which are westbound trains and three (3) of which are eastbound trains, except however, additional westbound and eastbound trains may be operated daily by User subject to the approval of CSXT's Division Manager in Baltimore, MD, or his authorized representative.

Except for the terms herein amended, subject to termination by Owner (CSXT) upon sixty (60) days written notice to User, all the terms of the aforementioned Agreement as supplemented are unchanged and shall remain in full force and effect.

Sincerely,

D. L. Houchin

ACCEPTED
CONSOLIDATED RAIL CORPORATION

By *L. L. Ratcliffe*

Date 2 Aug 1990

SUPPLEMENTAL AGREEMENT

P.2

THIS SUPPLEMENTAL AGREEMENT is made the first day of June, 1990, between CSX Transportation, Inc. (Owner) and Consolidated Rail Corporation (User).

WHEREAS, by agreement dated December 28, 1984 (Agreement) between the former Baltimore and Ohio Railroad Company (B&O) and Consolidated Rail Corporation (Conrail), B&O granted trackage rights to Conrail to operate certain numbers and classes of trains over B&O trackage between Park Junction, PA and Anacostia Junction, Washington DC, and

WHEREAS, CSX Transportation, Inc. (CSXT), also referred to herein as Owner, is a successor to B&O; and

WHEREAS, CSXT and Conrail entered into a supplemental agreement dated April 1, 1990 to supplement the aforementioned December 28, 1984 agreement; and

WHEREAS, CSXT and Conrail desire to correct the wording of the April 1, 1990 Supplemental Agreement which does not accurately state the intent of a certain operating requirement.

NOW THEREFORE, the parties agree to amend the wording in Paragraph 4 of the April 1, 1990 Supplemental Agreement as follows:

SECTION 6., SUBSECTION (d), REQUIREMENT (iv), shall now read:

(iv) Each of User's trains shall handle only traffic originating or terminating on the Richmond, Fredericksburg and Potomac Railroad Company or routed via lines of CSXT to or from Richmond, VA;

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be become effective on the date first above written.

WITNESS:

A.W. Roth

CSX TRANSPORTATION, INC.

By: D.L. Hauchard

Title: AVP- Train Facilities

WITNESS:

Adolus Jundberg

CONSOLIDATED RAIL CORPORATION

By: C. C. Pate

Title: General Superintendent-
Contracts

Approved as to legal form
Charles M. Rosenberger
Charles M. Rosenberger

THIS SUPPLEMENTAL AGREEMENT made this first day of April, 1990 between CSX TRANSPORTATION, INC. (OWNER) and CONSOLIDATED RAIL CORPORATION (USER)

WHEREAS: By Agreement dated December 28, 1984 (Agreement) between the former Baltimore and Ohio Railroad Company (B&O) and Consolidated Rail Corporation (Conrail), B&O granted trackage rights to Conrail to operate certain numbers and classes of trains over B&O trackage between Park Junction, PA and Anacostia Junction, Washington, D.C.; and

WHEREAS: CSX Transportation, Inc. (CSXT), also referred to herein as Owner is a successor to B&O; and

WHEREAS: Owner and Conrail, also referred to herein as User desire to revise certain terms and provisions of the Agreement with respect to grants, compensation, notice, restrictions and revision of charges.

NOW THEREFORE: The parties agree to amend the Agreement as follows:

(1a) Section 1, paragraph 2nd shall now read:

Between User's connections with the tracks of Owner at Park Junction, Philadelphia, Pennsylvania, and Anacostia Junction, Washington, D.C., a total distance over tracks of Owner of 135.14

miles, for the purpose of operating certain solid or mixed trains of loaded and/or empty COFC, TOFC, or miscellaneous freights cars as hereinafter described.

(1b) Paragraph 3rd is deleted in its entirety. All references in the Agreement to West Aikin and Bay View are hereby rendered null and void until such time as the parties may agree to resume entry and exit rights at said points as provided in Section 6(e) of Agreement as herein supplemented.

2. Section 3, subsection (a) is hereby deleted in its entirety, and the following subsection inserted in its stead:

(a) The factor to be used in calculating payments to be made by User for the Trackage Rights covered by this Agreement shall be 31.5 cents per car mile (hereinafter referred to as the "Base Charge").

3. Section 5, subsection (a) is changed to read:

"(a) If to Owner:

Vice President - Transportation Services
CSX Transportation, Inc.
500 Water Street - J300
Jacksonville, FL 32202"

4. Section 6, subsections (b), (c), (d) and (e) are hereby deleted in their entirety, and the following subsections are inserted in their stead:

(b) The Trackage Rights herein granted are expressly limited to User's operations over the Joint Trackage of two (2) solid or mixed trains of loaded and/or empty COFC, TOFC, or miscellaneous freight cars moving westbound or eastbound between Park Junction, Pennsylvania, and Anacostia Junction, Washington, D.C.

(c) The trackage rights herein granted are expressly limited to User's operation of only two (2) of the trains specified in subsection (b) hereof in each direction each day between Park Junction and Anacostia Junction. It is expressly understood by the parties hereto that User may operate a total of only four (4) trains per day, two (2) of which are westbound trains and two (2) of which are eastbound trains. As used herein, the terms "each day" and "per day" mean each twenty-four (24) hour period commencing at 12:01 A.M. and terminating at 11:59 P.M. during the calendar year, and a train of User will be considered as operating on the Joint Trackage during that twenty-four (24) hour period during which User's train initially enters upon the Joint Trackage at the point of connection between Owner and User specified in subsection (b) hereof. Nothing contained in this Agreement shall be construed to require Owner to permit User's operations on the Joint Trackage at any specific time and/or on each day of the calendar year, its being understood and agreed by the parties hereto that User's operations will, at all times, be subject to the provisions of this Agreement governing User's operations on and use of the Joint Trackage, including, without limitation, Article 5 of the General Conditions - Form A, and it being further understood and agreed by the parties hereto that User's operations on and use of the

Joint Trackage at any specific time and/or any day of the calendar year may not be permitted by Owner due to strike, work stoppage, embargo, holiday, derailment, accident, maintenance of the Joint Trackage, the unavailability of operators and/or dispatchers for any reason, including, without limitation, Owner's scheduling of such operators and/or dispatchers, acts of God, civil disturbances, fires, floods, earthquakes, governmental or judicial restraints, causes beyond the control of Owner, or any other force majeure. In the event that User does not operate any or all of the trains that it is permitted to operate over the Joint Trackage under the provisions of this Agreement for any reason(s), including, without limitation, the absence of traffic or any of the reasons specified in the immediately preceding sentence, then any such inability or failure to operate User's trains over the Joint Trackage shall not accord User any right to operate any number of trains over the Joint Trackage other than the number of trains specified in subsection (b) hereof and this subsection (c), it being expressly understood and agreed by the parties hereto that any such failure or inability will not accord User any right to operate more than two of the aforesaid trains, in each direction, during any subsequent day or days during the term of this Agreement, and that any such failure or inability will not cause or permit any extension of the term of this Agreement.

(d) In addition to complying with all other rules, regulations, orders and instructions of Owner governing User's operations over the Joint Trackage, as such rules, regulations, orders and instructions may now exist or may be changed from time to time during the term of

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this Agreement and any renewal(s) thereof, each of User's trains handling loaded and/or empty COFC, TOFC, or miscellaneous freight cars over the Joint Trackage shall be subject to the following requirements: (i) each such train shall have the number of locomotive units necessary to meet the requirements of Owner's "Maximum Actual Tonnage Ratings", which Ratings are shown on the chart attached hereto, made a part hereof and marked as "Exhibit II", (ii) each such train shall not exceed nine thousand (9,000) tons; (iii) each of User's trains shall comply with the clearance rules and regulations of Owner; (iv) each of User's trains shall handle only traffic originating and terminating on Richmond, Fredericksburg and Potomac Railroad Company or ~~on lines of CSXT between Richmond, VA, inclusive, and points west and south thereof;~~ *en route via line of CSXT to or from Richmond* and (v) each of User's locomotives and each of User's crews operating on the Joint Trackage shall be equipped by User, at its sole cost and expense, with radios and hand sets that are compatible with the radios used by Owner's employees for the conduct of operations on the Joint Trackage, and such radios and hand sets that are to be furnished by User shall meet the specifications established by Owner. It is understood by the parties hereto that the aforesaid Ratings, the size of trains, the clearance rules and regulations, including, without limitation, the aforesaid maximum size of COFC, TOFC or miscellaneous freight cars, and the radio specifications established by Owner, may be changed by Owner, in its sole discretion and judgment, from time to time during the term of this Agreement and any renewal(s) thereof, and User hereby agrees, at its sole cost and expense and from time to time during the term of this Agreement and any renewal(s) thereof, to modify its operations

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and equipment to the extent necessary to comply with any change(s) established by Owner concerning any of the aforesaid matters, and, in all respects, to observe and be bound by all of the changes established by Owner concerning any of the aforesaid matters.

(e) Notwithstanding any provision of this Agreement to the contrary, the parties hereto, from time to time during the term of this Agreement and any renewal(s) thereof, (i) may waive or modify the restrictions on User's use of the Joint Trackage set forth in this Agreement or (ii) may permit User's solid or mixed trains handling loaded and/or empty COFC, TOFC, or miscellaneous freight cars to enter or leave the Joint Trackage at such points intermediate to Park Junction and Anacostia Junction as the parties hereto may designate, subject to such terms and conditions governing such waiver, modification or designated intermediate points as the parties hereto may mutually agree upon; provided, however, that nothing contained herein shall be construed as a commitment or obligation on the part of Owner to hereafter waive or modify the aforesaid restriction; and provided, further, that in the event the parties hereto fail to reach agreement upon any such waiver, modification or designation of intermediate points, or the terms and conditions governing same, then such failure shall not constitute a breach of this Agreement, and the terms and conditions of this Agreement, including, without limitation, the foregoing provisions of this Section 6, shall remain in full force and effect for the remainder of the initial term of this Agreement and any renewal(s) thereof.

5. Article 2, sub-article (b) is hereby deleted in its entirety and the following sub-article inserted in its stead:

(b) The Base Charge set forth in Section 3 of this Agreement shall be revised effective July 1 of each year, beginning July 1, 1990, to compensate for 75% of the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the Annual Indices of Charge-Out prices and Wage Rates (1977=100), Series RCR, included in "AAR Railroad Cost Recovery Index" and supplements thereto, issued by the Association of American Railroads. In making such determination, the final "Material prices, wage rates and supplements combined (excl. fuel); index for the Eastern District shall be used and the final index figure for the calendar year 1988, hereinafter referred to as the "Base Calendar Year", shall be taken as the base. The Base Charge shall be revised by calculating the percentage of increase, or decrease, in the index of the year to be escalated as related to the Base Calendar Year; then multiplying this percentage of increase or decrease by 75%, and applying that percentage to the Base Charge.

6. Article 5, sub-article (b) is hereby deleted in its entirety, and the following sub-article inserted in its stead:

(b) User in its use of the Joint Trackage will comply in all respects with the operating rules and regulations of Owner, including but not limited to Owner's safety requirement that User's crews wear eyeglasses with side shields when on or around engines or cars. The

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movement of User's trains, locomotives, cars, and equipment over the Joint Trackage shall at all times be subject to the orders of the transportation officers of Owner."

7. This Supplemental Agreement shall become effective as of April 1, 1990.

8. Except to the extent herein modified, all of the terms and conditions of the Agreement, as amended, shall be and remain in full force and effect.

9. The parties hereto acknowledge that they have granted to one another and may, in the future, grant to one another trackage rights at per car rates different than those contained in this Supplemental Agreement, and the parties hereto understand that nothing contained herein shall be construed either: (i) as modifying the per car rates or any existing trackage rights agreements between them (other than the agreement being supplemented by this Agreement), or (ii) as establishing a new level of per car rates for any trackage rights that the parties may, in the future, grant to one another.

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

WITNESS:

W. L. Hauschen

CSX TRANSPORTATION, Inc.

By

William F. Hickey
Senior Vice President-Transportation
CSX Rail Transport

WITNESS:

L. M. Romero

CONSOLIDATED RAIL CORPORATION

By

L. E. Rutledge
(Title)

GEN SUPT - CONTINUED

Approved as to legal form

Charles M. Rosenberg
Charles M. Rosenberg

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AGREEMENT

Dated as of DECEMBER 28, 1984

between

THE BALTIMORE AND OHIO RAILROAD COMPANY (Owner)

and

CONSOLIDATED RAIL CORPORATION (User)

Relating to Trackage Rights Over
B&O's line-of-road between Park Junction, Pennsylvania
and Anacostia Junction, Washington, D. C.

A G R E E M E N T

THIS AGREEMENT, entered into as of this 28th day of DECEMBER, 1984, by and between THE BALTIMORE AND OHIO RAILROAD COMPANY (hereinafter referred to as "Owner") and CONSOLIDATED RAIL CORPORATION (hereinafter referred to as "User").

WHEREAS, Owner owns and operates a line-of-road between Park Junction, Pennsylvania, and Anacostia Junction, Washington, D. C., and User has requested trackage rights over Owner's line between the connection of Owner and User at Park Junction, Pennsylvania, and the connection of Owner and User at Anacostia Junction, Washington, D. C.; and

WHEREAS, User has requested said trackage rights for the purpose of operating one daily solid train of loaded coal cars westbound and one daily solid train of empty coal cars eastbound between West Aikin and Bay View, Maryland, for service to the Canton Terminal of the Consolidation Coal Company, and User has also requested said trackage rights for the alternative purpose of operating one daily solid or mixed train of loaded and/or empty containers and/or trailers on flat cars (hereinafter referred to as "COFC" and/or "TOFC"), or miscellaneous freight cars (other than AAR Class "FA" type flat cars generally known as "Bi-levels" or "Tri-levels") in each direction between Park Junction, Pennsylvania, and Anacostia Junction, Washington, D. C.; and

WHEREAS, Owner has trackage rights over User's tracks between Anacostia Junction, Washington, D. C., and the south end of Long Bridge, Virginia, under an Agreement dated July 27, 1904, and User, in order to improve the operations over the aforesaid User's tracks, and in partial consideration for the trackage rights herein granted, is agreeable to removing certain overhead catenary wires and

related appurtenances, and to making modifications to track structure and the elevation thereof, on certain segments of User's lines between Anacostia Junction, Washington, D. C., and the south end of Long Bridge, Virginia; and

WHEREAS, User desires to acquire and Owner desires to grant the overhead trackage rights hereinafter described, upon the terms and conditions hereinafter set forth.

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

SECTION 1. GRANT OF TRackage RIGHTS

Subject to the terms and conditions herein provided, Owner hereby grants to User the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as the "Trackage Rights") over the following segments of Owner's railroad shown on Chessie System Drawing No. X-23343-1 attached hereto, made a part hereof and marked "Exhibit I" (hereinafter referred to as the "Joint Trackage"):

Between User's connections with the tracks of Owner at Park Junction, Philadelphia, Pennsylvania, and Anacostia Junction, Washington, D. C., a total distance over tracks of Owner of 135.14 miles, for the purpose of operating certain solid or mixed trains of loaded and/or empty COFC, TOFC, or miscellaneous freight cars (~~other than AAR Class "FA" type flat cars, generally known as "Bi-levels" or "Tri-levels"~~) as hereinafter described; and

Between User's connection with the tracks of Owner at West Aikin,

Maryland, and through Owner's passing siding to a point on Owner's main track 500 feet east of East Aikin, Maryland, thence over tracks of Owner to Bay View, Maryland, a total distance between East Aikin and Bay View of 35.39 miles, for the purpose of operating certain trains of loaded or empty coal cars, as hereinafter described.

SECTION 2. GENERAL CONDITIONS - Form A

Except as otherwise may be provided below, this Agreement is subject to and shall be governed by the "General Conditions - Form A," pages A-1 to A-17, of even date herewith attached hereto, made a part hereof and incorporated herein by reference with the same force and effect as if set forth at length herein.

SECTION 3. COMPENSATION

(a) The factor to be used in calculating payments to be made by User for the Trackage Rights covered by this Agreement shall be ²¹/₁₀₀ 18.7 cents per car mile (hereinafter referred to as the "Base Charge").

(b) User will pay Owner a sum computed by multiplying: (i) the Base Charge, as may be revised in accordance with Article 2 of the General Conditions - Form A by (ii) the number of cars (loaded or empty), locomotive and caboose units moved by User with its own crews and power over the Joint Trackage by (iii) the miles of Joint Trackage used. Each locomotive and caboose, for the purpose of this Agreement, shall be counted as one car.

(c) User will furnish to Owner, at the end of each month, a statement of the number of cars, locomotives, cabooses, and total car miles operated over the Joint Trackage during the month. Based on this statement, Owner will render to User a bill, computed in accordance with the provisions of this Section 3,

for User's use of the Joint Trackage.

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Section 4. CONSTRUCTION AND MAINTENANCE OF CONNECTIONS

(a) Except as may be otherwise provided in subsections (b) and (c) of this Section 4, existing connections or facilities which are jointly used by the parties hereto under existing agreements or practices shall continue to be maintained, repaired and renewed by and at the expense of the party or parties responsible for such maintenance, repair and renewal under such agreements or practices.

(b) Owner and User shall maintain, repair and renew the connection shown on Exhibit I hereto between the Joint Trackage and the tracks of User at West Aikin, Maryland, upon the following terms and conditions: first, User shall furnish all labor and material and shall maintain, repair and renew, at its sole cost and expense, such portions of the aforesaid connection that are located on the right-of-way of User; and second, Owner shall furnish all labor and material, and shall maintain, repair and renew, at the sole cost and expense of User, that portion of the aforesaid connection at West Aikin that is located on the right-of-way of Owner.

(c) The provisions of subsection (b) hereof shall apply to and be binding upon the parties hereto notwithstanding any practice of the parties hereto to the contrary or the provisions of any agreement between or among the parties hereto to the contrary. All of such practices and agreements to the contrary are hereby amended and modified in accordance with the provisions of subsection (b) hereof. Except to the extent herein amended or modified, all of the terms and conditions of the practices and agreements between or among the parties hereto pertaining to the aforesaid connection, shall remain in full force and effect.

(d) Any additional connections to the Joint Trackage which may be required and mutually agreed upon by Owner and User shall be constructed, maintained, repaired and renewed as follows:

(i) User shall furnish all labor and material and shall construct, maintain, repair and renew, at its sole cost and expense, such portions of the tracks located on the right-of-way of User which connect the respective lines of the parties hereto; and

(ii) Owner shall furnish all labor and material and shall construct, maintain, repair and renew, at the sole cost and expense of User, such portions of the tracks located on the right-of-way of Owner which connect the respective lines of the parties hereto.

SECTION 5. NOTICE

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

(a) If to Owner:

Vice President Transportation
The Baltimore and Ohio Railroad Company
100 North Charles Street
Baltimore, Maryland 21201

(b) If to User:

Senior Vice President-Operations
Consolidated Rail Corporation
6 Penn Center Plaza
Philadelphia, Pennsylvania 19104

(c) Either party may provide changes in the above addresses to the

other party by personal service or certified mail.

SECTION 6. RESTRICTIONS ON USE

User's operations on and use of the Joint Trackage shall be subject to the following obligations, restrictions and limitations, which are in addition to all other obligations, restrictions and limitations set forth in this Agreement, and the following obligations, restrictions and limitations shall govern User's operations on and use of the Joint Trackage, notwithstanding any provision of this Agreement to the contrary.

(a) The Trackage Rights herein granted are granted for the sole purpose of User using same for bridge traffic and User shall not perform any local freight service whatever at any point located on the Joint Trackage.

See 4/11/90 Supplement
(b) The Trackage Rights herein granted are expressly limited to User's operation of the following classes or types of trains over the Joint Trackage: (i) a solid train of loaded coal hopper cars moving westbound from West Aikin, MD, to Bay View, MD, consisting only of hopper cars loaded with coal for delivery to the Canton Terminal of the Consolidation Coal Company, (ii), a solid train of empty coal hopper cars moving eastbound from Bay View, MD, to West Aikin, MD, consisting only of coal hopper cars made empty at the aforesaid Canton Terminal of the Consolidation Coal Company, and (iii) a solid or mixed train of loaded and/or empty COFC, TOFC, or miscellaneous freight cars (other than AAR Class "FA" type flat cars generally known as "Bi-levels" or "Tri-levels") moving westbound or eastbound between Park Junction, Pennsylvania, and Anacostia Junction, Washington, D. C.

(c) The trackage rights herein granted are expressly limited to

User's operation of only one (1) of the classes or types of trains specified in subsection (b) hereof in each direction, each day. It is expressly understood by the parties hereto that User may operate any combination of the classes or types of trains specified in subsection (b) hereof on any given day, so long as such operations consist of a total of only two (2) trains per day, one (1) of which is a westbound train and one (1) of which is an eastbound train. As used herein, the terms "each day" and "per day" mean each twenty-four (24) hour period commencing at 12:01 A.M. and terminating at 11:59 P.M. during the calendar year, and a train of User will be considered as operating on the Joint Trackage during that twenty-four (24) hour period during which User's train initially enters upon the Joint Trackage at the point of connection between Owner and User specified in subsection (b) hereof. Nothing contained in this Agreement shall be construed to require Owner to permit User's operations on the Joint Trackage at any specific time and/or on each day of the calendar year, it being understood and agreed by the parties hereto that User's operations will, at all times, be subject to the provisions of this Agreement governing User's operations on and use of the Joint Trackage, including, without limitation, Article 5 of the General Conditions - Form A, and it being further understood and agreed by the parties hereto that User's operations on and use of the Joint Trackage at any specific time and/or any day of the calendar year may not be permitted by Owner due to strike, work stoppage, embargo, holiday, derailment, accident, maintenance of the Joint Trackage, the unavailability of operators and/or dispatchers for any reason, including, without limitation, Owner's scheduling of such operators and/or dispatchers, acts of God, civil disturbances, fires, floods, earthquakes, governmental or judicial restraints, causes beyond the control of Owner, or any other force majeure. In the event that User does not operate any or all of the trains that it is permitted to operate over the Joint Trackage under the provisions of this Agreement for any reason(s),

including, without limitation, the absence of traffic or any of the reasons specified in the immediately preceding sentence, then any such inability or failure to operate User's trains over the Joint Trackage shall not accord User any right to operate any number and class or type of trains over the Joint Trackage other than the number and class or type of trains specified in subsection (b) hereof and this subsection (c), it being expressly understood and agreed by the parties hereto that any such failure or inability will not accord User any right to operate more than one of the aforesaid classes or types of trains, in each direction, during any subsequent day or days during the term of this Agreement, and that any such failure or inability will not cause or permit any extension of the term of this Agreement.

(d) In addition to complying with all other rules, regulations, orders and instructions of Owner governing User's operations over the Joint Trackage, as such rules, regulations, orders and instructions may now exist or may be changed from time to time during the term of this Agreement and any renewal(s) thereof, each of User's trains handling loaded or empty coal hopper cars and each of User's trains handling loaded and/or empty COFC, TOFC, or miscellaneous freight cars (other than AAR Class "FA" type flat cars generally known as "Bi-levels" or "Tri-levels") over the Joint Trackage shall be subject to the following requirements: (i) each such train shall have the number of locomotive units necessary to meet the requirements of Owner's "Maximum Actual Tonnage Ratings", which Ratings are shown on the chart attached hereto, made a part hereof and marked as "Exhibit II", (ii) each such train handling loaded or empty coal cars shall not exceed 120 cars in length, and each such train handling loaded and/or empty COFC, TOFC, or miscellaneous freight cars (other than AAR Class "FA" type flat cars generally known as "Bi-levels" or "Tri-levels") shall not exceed either 95 cars or 7500 feet in length, whichever is less; (iii) each of User's trains handling loaded or empty coal cars shall comply with the clearance rules and regulations of Owner, and each of User's trains handling

loaded and/or empty COFC, TOFC, or miscellaneous freight cars, shall comply with the clearance rules and regulations of Owner and shall not include any "Bi-levels" or "Tri-levels" or any trailer or container on flat car or miscellaneous freight car which exceeds the maximum size of seventeen feet, three inches (17'3") above top of rail (ATR), eight feet, six inches (8'6") wide; (iv) each of User's trains handling loaded coal cars shall enter the Joint Trackage only at West Aikin, Maryland, and shall leave the Joint Trackage only at Bay View, Maryland; each of User's trains handling empty coal cars shall enter the Joint Trackage only at Bay View, Maryland, and shall leave the Joint Trackage only at West Aikin, Maryland; and each of User's trains handling loaded and/or empty COFC, TOFC, or miscellaneous freight cars, (other than AAR Class "FA" type flat cars generally known as "Bi-levels" or "Tri-levels") shall enter or leave the Joint Trackage only at Park Junction, Pennsylvania, or Anacostia Junction, Washington, D. C.; (v) User will arrange at its sole cost and expense for storage on User's property of any loaded and/or empty coal cars which cannot be accommodated at Consolidation Coal facility prior or subsequent to movement of User's train handling such cars; and (vi) each of User's trains operating on the Joint Trackage shall be equipped by User, at its sole cost and expense, with radios that are compatible with the radios used by Owner's employees for the conduct of operations on the Joint Trackage, and such radios that are to be furnished by User shall meet the specifications established by Owner. It is understood by the parties hereto that the aforesaid Ratings, the length and size of trains, the clearance rules and regulations, including, without limitation, the aforesaid maximum size of COFC, TOFC or miscellaneous freight cars, and the radio specifications established by Owner, may be changed by Owner, in its sole discretion and judgment, from time to time during the term

of this Agreement and any renewal(s) thereof, and User hereby agrees, at its sole cost and expense and from time to time during the term of this Agreement and any renewal(s) thereof, to modify its operations and equipment to the extent necessary to comply with any change(s) established by Owner concerning any of the aforesaid matters, and, in all respects, to observe and be bound by all of the changes established by Owner concerning any of the aforesaid matters.

(e) Notwithstanding any provision of this Agreement to the contrary, the parties hereto, from time to time during the term of this Agreement and any renewal(s) thereof, (i) may waive or modify the restrictions on User's use of the Joint Trackage set forth in this Agreement or (ii) may permit User's solid or mixed trains handling loaded and/or empty COFC, TOFC, or miscellaneous freight cars (other than AAR Class "FA" type flat cars generally known as "Bi-levels" or "Tri-levels") to enter or leave the Joint Trackage at such points intermediate to Park Junction and Anacostia Junction as the parties hereto may designate, subject to such terms and conditions governing such waiver, modification or designated intermediate points as the parties hereto may mutually agree upon; provided, however, that nothing contained herein shall be construed as a commitment or obligation on the part of Owner to hereafter waive or modify the aforesaid restrictions; and provided, further, that in the event the parties hereto fail to reach agreement upon any such waiver, modification or designation of intermediate points, or the terms and conditions governing same, then such failure shall not constitute a breach of this Agreement, and the terms and conditions of this Agreement, including, without limitation, the foregoing provisions of this Section 6, shall remain in full force and effect for the remainder of the initial term of this Agreement and any renewal(s) thereof.

SECTION 7. TERM

(a) This Agreement shall continue in full force and effect for a

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11/29/86

period of ten (10) years from the Commencement Date, as hereinafter defined, provided, however, that User shall have the right to terminate this Agreement upon giving twelve (12) months' advance written notice to Owner. Termination of this Agreement shall not relieve or release either party hereto from any obligation assumed or from any liability which may have arisen or been incurred by either party under the terms of this Agreement prior to the termination hereof.

(b) User shall have the right to renew this Agreement for one (1) additional ten (10) year term, subject to User's above stated right to terminate, by giving written notice thereof to Owner not more than twelve (12) months and not less than six (6) months prior to expiration of the initial term of this Agreement.

(c) Upon the giving by User of the notice referred to in paragraph (b) above, the parties shall, in good faith, renegotiate the terms and conditions of this Agreement and shall adjust such terms and conditions as may be reasonable and equitable in light of any changed circumstances during the initial term of this Agreement. In the event the parties fail to reach agreement upon such renegotiation, then such failure shall not constitute a breach of this Agreement and the terms and conditions of this Agreement shall remain in full force and effect for the remainder of the initial term and for the renewed term of this Agreement.

SECTION 8. MISCELLANEOUS SPECIAL PROVISIONS

(a) The parties hereto understand and agree that the trackag' rights herein granted are expressly conditioned upon the occurrence of the following events, all of which shall be accomplished prior to User's commencement of any operations over the Joint Trackage, in the manner hereinafter provided:

First, User, in a manner and to the extent satisfactory to Owner's

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and User's respective Chief Engineers or their respective designee(s), (i) will remove, or cause to be removed, at User's sole cost and expense, all equipment, structures, poles, catenary wires, fasteners, brackets, hangers and other appurtenances of every kind, nature or description located on, above or along the side of User's line of railroad between the connections between User's and Owner's lines of railroad at Anacostia Junction, Washington, D. C., on the one hand, and the south end of Long Bridge in Alexandria, Virginia, on the other hand, over which lines of railroad Owner has trackage rights pursuant to an Agreement dated July 27, 1904, (hereinafter referred to as "User's Lines") and, (ii) will modify, or cause to be modified, upon such terms and conditions as to cost and expense thereof and the sharing of same as the parties hereto may mutually agree upon, the track structure of User's Lines and the elevation thereof by undercutting said track structure or otherwise, so that as a result of such removals and modifications, User's Lines will provide Owner with a clearance to accommodate the movement of Owner's trains handling trailers and/or containers on flat cars or miscellaneous freight cars measuring seventeen feet, three inches (17'3") above top of rail (ATR), eight feet, six inches wide; and second, Owner will have secured the approval and authorization of this Agreement by the requisite majority of Owner's Board of Directors. In the event that all of the aforesaid events are not accomplished, as hereinabove provided, by January 1, 1985, or in the event that User's operations over the Joint Trackage do not commence by January 1, 1986, then Owner shall have the unilateral right to terminate this Agreement by giving written notice of such termination to User within sixty (60) days of either of the aforesaid dates, provided, however, that such termination of this Agreement shall not relieve or release either party hereto from any obligation or liability to bear the costs and expenses arising out of or connected with the aforesaid removals and modifications that are incurred by either party prior to such termination.

(b) The parties hereto further understand and agree that, subsequent to the completion of the removals and modifications specified in subsection (a) hereof, User will not, during the term of this Agreement and any renewal(s) thereof, cause or permit the construction, installation, placement or existence of equipment, structures, poles, catenary wires, fasteners, brackets, hangers or any other appurtenance of any kind, nature or description on, above or along the side of User's Lines that would cause the clearance for the movement of Owner's trains handling trailers and/or containers on flat cars or miscellaneous freight cars to prohibit passage of trailers and/or containers on flat cars or miscellaneous freight cars which measure seventeen feet, three inches (17'3") above top of rail (ATR), eight feet, six inches (8'6") wide. In the event that ~~any~~^{at} any time during the term of this Agreement and any renewal(s) thereof, it becomes necessary, for any reason, for User to install, or to cause to be installed, equipment, structures, poles, catenary wires, fasteners, brackets, hangers, or any other appurtenance of any kind, nature or description on, above or along the side of User's Lines, or for User to make, or cause to be made, any necessary modification to the track structure of User's Lines or the elevation thereof, then User, at its sole cost and expense and in a manner satisfactory to Owner's and User's respective Chief Engineers or their respective designee(s), shall install, or cause to be installed, hangers and any other appurtenances and shall make, or cause to be made, any necessary modifications to the track structure of User's Lines and the elevation thereof by undercutting said track structure or otherwise, so as to continue to provide Owner with a clearance to accommodate the movement of Owner's trains handling trailers and/or containers on flat cars or miscellaneous freight cars measuring seventeen feet, three inches (17'3") above top of rail (ATR), eight feet, six inches (8'6") wide. In the event of User's failure, for any reason, including, without limitation, any law, rule, regulation or order of any governmental, judicial or administrative body, to perform the obligations under this subsection (b), then Owner, notwithstanding any provision of this Agreement to the contrary, shall have the unilateral right to

terminate this Agreement, without liability or further obligation hereunder, by giving thirty (30) days' advance written notice of such termination to User, provided, however, that Owner shall also have the right to avail itself of any and all other legal remedies which it may possess as a consequence of User's failure to perform its obligations under this subsection (b). Termination of this Agreement under the foregoing provisions shall not relieve or release either party hereto from any obligation assumed or from any liability which may have arisen or have been incurred by either party under the terms of this Agreement prior to the termination hereof. P.2

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

WITNESS:

THE BALTIMORE AND OHIO RAILROAD COMPANY

Antonio Martinez

APPROVED:

P. J. Smith
General Atty.

By: Frederic W. Young, Jr.
Vice President-Transportation

WITNESS:

CONSOLIDATED RAIL CORPORATION

James H. Jones, Jr.

By: Stuart M. Reed
(Title)

ATTEST:

[Signature]
Secretary

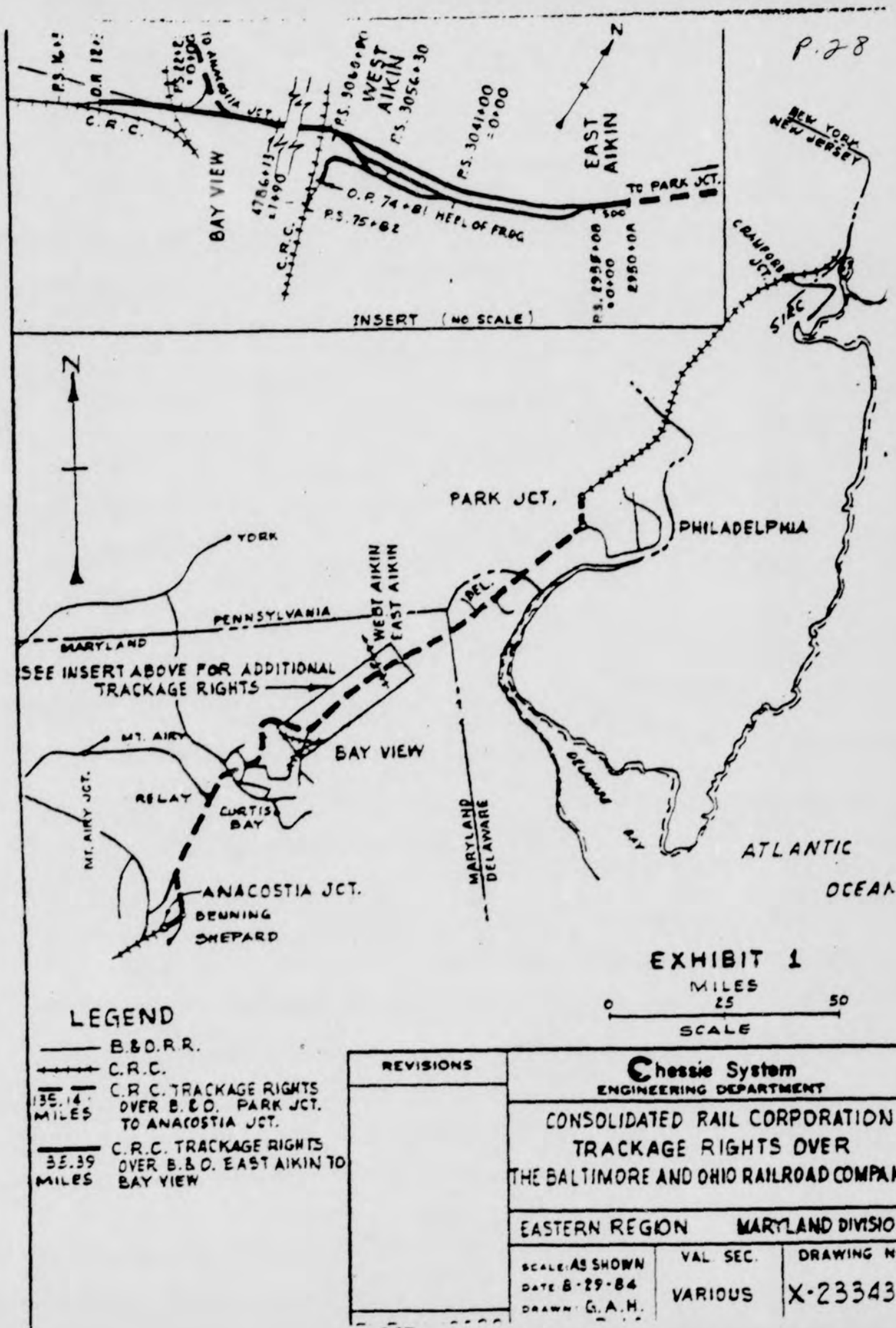


EXHIBIT II

August, 1984

MAXIMUM ACTUAL TONNAGE RATINGS*

5% Less Rating for Single Unit

| | GP-30 GP-35 | GP-38 GP-39 U-23-B | GP-40 U-30-B | SD-35 | SD-40 U-30-C |
|--|----------------|--------------------------|-----------------|-------|-----------------|
| <u>Westbound:</u> | | | | | |
| TOFC/COFC or miscellaneous freight cars (loaded) | | | | | |
| Park Junction to Anacostia Junction | 1800 | 1950 | 2050 | 2600 | 3100 |
| Coal (loaded) | | | | | |
| East Aikin to Bay View | 2550 | 2800 | 2900 | 3600 | 4300 |
| <u>Eastbound:</u> | | | | | |
| TOFC/COFC or miscellaneous freight cars (loaded) | | | | | |
| Anacostia Junction to Park Junction | 1650 | 1800 | 1900 | 2400 | 2900 |
| Coal Cars (empty) | | | | | |
| Bay View to East Aikin | 2150 | 2400 | 2500 | 3150 | 3800 |

*Note - Tonnage applies only to main line trackage. Does not consider connections.

DATED: DECEMBER 28, 1984

TO TRACKAGE RIGHTS AGREEMENT DATED AS OF DECEMBER 28, 1984 BETWEEN
THE BALTIMORE AND OHIO RAILROAD COMPANY (Owner) and CONSOLIDATED RAIL
CORPORATION (User) relating to trackage rights between Park Junction,
Pennsylvania and Anacostia Junction, Washington, D.C.

ARTICLE 1. USE OF JOINT TRACKAGE.

(a) User's use of the Joint Trackage shall be in common with Owner and any other user of the Joint Trackage, and Owner's right to use the Joint Trackage shall not be diminished by this Agreement. Owner shall retain the right to grant to other persons rights of any nature in the Joint Trackage.

(b) User shall not use any part of the Joint Trackage for the purpose of switching, storage of cars, or the making or breaking up of trains, except that nothing contained herein shall, upon prior approval of Owner, preclude the emergency use by User of such auxiliary tracks as may be designated by Owner for such purpose.

(c) Owner shall have exclusive control of the management and operation of the Joint Trackage.

(d) Unless otherwise stated in the Agreement to which these conditions pertain, User shall have the right to operate in either direction over the Joint Trackage.

ARTICLE 2. REVISION OF BASE CHARGE.

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(a) The Base Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs subsequent to the base year, as hereinafter provided.

(b) The Base Charge set forth in Section 3 of this Agreement shall be revised effective July 1 of each year, beginning ^{7/1/77} ~~July 1, 1985~~, to compensate for 75% of the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the Annual Indices of Charge-Out Prices and Wage Rates (1977=100), Series RCR, included in "AAR Railroad Cost Recovery Index" and supplements thereto, issued by the Association of American Railroads. In making such determination, the final "Material prices, wage rates and supplements combined (excl. fuel)" index for the Eastern District shall be used and the final index figure for the calendar year ¹⁹⁷⁷ 1983, hereinafter referred to as the "Base Calendar Year", shall be taken as the base. The Base Charge shall be revised by calculating the percentage of increase, or decrease, in the index of the year to be escalated as related to the Base Calendar Year; then multiplying this percentage of increase or decrease by 75%, and applying that percentage to the Base Charge.

(c) By way of example, assuming "A" to be the "Material prices, wage rates and supplements combined (excl. fuel)" final index figure for the Base Calendar Year; "B" to be the "Material prices, wage rates and supplements combined (excl. fuel)" final index figure for the calendar year to be escalated; "C" to be the Base Charge; "D" to be the percentage of increase or decrease; and "E" to be the adjusted revised percentage of increase or decrease, the revised Base Charge would be determined by the following formula:

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

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$$(2) D \times 75\% = E$$

$$(3) (C \times E) + C = \text{revised Base Charge}$$

rounded to the nearest
tenth of a cent effective
July 1 of the year being
escalated.

(d) In the event the base for the annual Indices of Charge-Out Prices and Wage Rates issued by the Association of American Railroads shall be changed from the year 1977, appropriate revision shall be made in the Base Calendar Year. If the Association of American Railroads or any successor organization discontinues publication of the Annual Indices of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the matter will be referred to the Interstate Commerce Commission for determination. In the event said Commission is without jurisdiction to make such a determination, the parties shall submit the matter to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator so appointed by said Association shall be final and binding upon the parties hereto. Each party to the arbitration shall pay the compensation, costs, fees and expenses of its own witnesses, exhibits and counsel. The compensation, costs, fees and expenses of the arbitrator shall be borne equally by such parties.

(e) At the option of either party hereto the compensation provided for in Section 3 and Article 2 of this Agreement shall be open to renegotiation every five (5) years from the Commencement Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure

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shall not constitute breach of this Agreement and the parties shall continue to be bound by the terms of compensation provided in said Section and Article for the remainder of the term of this Agreement.

ARTICLE 3. ADDITIONS, RETIREMENTS AND ALTERATIONS.

(a) Owner, from time to time and at its sole cost and expense, may make such changes in, additions and betterments to or retirements from the Joint Trackage as shall, in its judgment, be necessary or desirable for the economical or safe operation thereof or as shall be required by any law, rule, regulation, or ordinance promulgated by any governmental body having jurisdiction. Such additions and betterments shall become a part of the Joint Trackage and such retirements shall be excluded from the Joint Trackage.

(b) If the parties agree that changes in or additions and betterments to the Joint Trackage, including changes in communication or signal facilities, are required to accommodate User's operations beyond that required by Owner to accommodate its own operations, Owner shall construct the additional or altered facilities and User shall pay to Owner the cost thereof, including the annual expense of maintaining, repairing and renewing such additional or altered facilities.

ARTICLE 4. MAINTENANCE OF JOINT TRACKAGE.

(a) Owner shall maintain, repair and renew the Joint Trackage at its own expense and with its own supervision and labor. Owner shall keep and maintain the Joint Trackage in reasonably good condition for the use herein contemplated, but Owner does not guarantee the condition of the Joint Trackage or that operations thereover will not be interrupted. Owner will take all reasonable steps to ensure that any interruptions will be kept to a minimum.

Furthermore, except as may be otherwise provided in Article 8 hereof, User shall not by reason of failure or neglect on the part of Owner to maintain, repair or renew the Joint Trackage, have or make any claim or demand against Owner or its officers, agents or employees for any injury to or death of any person or persons whomsoever, or for any damage to or loss or destruction of any property whatsoever, or for any damages of any nature suffered by User resulting from any such failure or neglect.

(b) Owner shall also perform, at the expense of User, such additional maintenance as User may require.

ARTICLE 5. MANAGFMENT AND OPERATION.

(a) User shall comply with the provisions of the Federal Boiler Inspection Act and the Federal Safety Appliance Act, as amended, and any other federal and state and local laws, regulations and rules governing the operation, condition, inspection and safety of its trains, locomotives, cars, and equipment while such trains, locomotives, cars, and equipment are being operated over the Joint Trackage. User shall indemnify, protect, defend and save harmless Owner and its officers, agents and employees from and against all fines, penalties and liabilities imposed upon Owner or its officers, agents, and employees under such laws, rules, and regulations by any public authority or court having jurisdiction in the premises, when attributable solely to the failure of User to comply with its obligations in this regard.

(b) User in its use of the Joint Trackage will comply in all respects with the operating rules and regulations of Owner, and the movement of User's trains, locomotives, cars, and equipment over the Joint Trackage shall at all times be subject to the orders of the transportation officers of Owner.

(c) User shall make such arrangements with Owner as may be required to have all of its employees who shall operate its trains, locomotives, cars, and equipment over the Joint Trackage qualified for operation thereover, and User shall pay to Owner, promptly upon receipt of bills therefor, any cost incurred by Owner in connection with the qualification of such employees of User, as well as the cost of pilots furnished by Owner, until such time as such employees are deemed by the appropriate examining officer of Owner to be properly qualified for operation as herein contemplated.

(d) In the event Owner conducts an investigation or hearing concerning the violation of any operating rule or practice of Owner by an employee or employees of User, User shall be notified in advance of any such investigation or hearing and such investigation or hearing may be attended by any official designated by User and shall be conducted in accordance with the collective bargaining agreements, if any, that pertain to said employee or employees.

(e) Owner shall have the right to exclude from the Joint Trackage any employee of User, except officers, determined by Owner, as the result of such investigation or hearing described above, to be in violation of Owner's rules, regulations, orders, practices or instructions issued by Timetable or otherwise. User shall release, indemnify, defend and save harmless Owner and its officers, agents and employees from and against any and all claims and expenses resulting from such exclusion.

(f) The trains, locomotives, cars, and equipment of User, Owner, and any other present or future User of the Joint Trackage or any portion thereof, shall be operated without prejudice or partiality to either party and in such manner as will afford the most economical and efficient manner of movement of all traffic.

(g) If by reason of any mechanical failure or for any other cause not resulting from an accident or derailment, a train or locomotive of User becomes stalled and unable to proceed under its own power, or fails to maintain the speed required by Owner on the Joint Trackage, or if in emergencies crippled or otherwise defective cars are set out of User's trains on the Joint Trackage, Owner shall have the option to furnish motive power or such other assistance as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off the Joint Trackage, and User shall reimburse Owner for the cost of rendering any such assistance.

(h) If it becomes necessary to make repairs to or adjust or transfer the lading of such crippled or defective cars in order to move them off the Joint Trackage, such work shall be done by Owner and User shall reimburse Owner for the cost thereof.

(i) In the event Owner and User agree that Owner should provide additional employees for the sole benefit of User, the parties hereto shall enter into a separate agreement under which User shall bear all cost and expense for any such additional employees provided, including without limitation all cost and expense associated with labor protective payments which are made by Owner and which would not have been incurred had the additional employees not been provided.

ARTICLE 6. MILEAGE AND CAR HIRE.

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

ARTICLE 7. CLEARING OF WRECKS.

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Whenever User's use of the Joint Trackage requires rerailing, wrecking service or wrecking train service, Owner shall perform such service, including the repair and restoration of roadbed, track and structures. The cost, liability, and expense of the foregoing, including without limitation loss of, damage to, or destruction of any property whatsoever and injury to and death of any person or persons whomsoever resulting therefrom, shall be apportioned in accordance with the provisions of Article 8 hereof. All locomotives, cars, and equipment and salvage from the same so picked up and removed which is owned by or under the management and control of or used by User at the time of such wreck, shall be promptly delivered to it.

ARTICLE 8. LIABILITY

The responsibility of the parties hereto as between themselves for loss of, damage to, and destruction of any property whatsoever and injury to and death of any person or persons whomsoever, resulting from, arising out of, incidental to, or occurring in connection with this Agreement, shall be apportioned as follows:

(a) Whenever any loss of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, occurs with the trains, locomotives, cars, or equipment of, or in the account of, only User being involved, User shall assume all liability therefor, and bear all cost and expense in connection therewith, including, without limitation, all cost and expense referred to in Article 7 hereof, and shall forever protect, defend, indemnify, and save harmless Owner and its officers, agents, and employees from and against any such liability, cost, and expense, regardless of whether caused

in whole or in part by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance, of Owner or its officers, agents, or employees.

(b) Whenever any loss of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, occurs with the trains, locomotives, cars, or equipment of, or in the account of, only Owner being involved, Owner shall assume all liability, therefor, and bear all cost and expense in connection therewith, including, without limitation, all cost and expense referred to in Article 7 hereof, and shall forever protect, defend, indemnify, and save harmless User and its officers, agents, and employees from and against any such liability, cost, and expense regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of User or its officers, agents or employees.

(c) Whenever any loss of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, occurs with the trains, locomotives, cars or equipment of, or in the account of, both Owner and User being involved, Owner and User shall separately assume and bear all liability, cost, and expense for loss of and damage to said trains, locomotives, cars (including, without limitation, lading), and equipment operated by each of them and for injury to and death of their officers, agents, and employees and persons in each of their care and custody, and all liability, cost, and expense for injury to and death of any other person or persons whomsoever, and for loss of, damage to, and destruction of all other property (including, without limitation, the Joint Trackage) so occurring, shall be borne equally by Owner and User, including, without limitation, all cost and expense referred to in Article 7 hereof. Whenever any liability, cost, or expense is assumed by or apportioned to a party hereto under the foregoing provisions, that party shall forever protect, defend, indemnify, and save harmless the other

party to this Agreement and its officers, agents, and employees from and against that liability, cost, and expense assumed by that party or apportioned to it, regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of the indemnitee or its officers, agents, or employees.

(d) Except as provided in paragraph (e) below, whenever any loss of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, occurs with the trains, locomotives, cars, or equipment of, or in the account of, both User and any other user of the Joint Trackage being involved, regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of Owner, User or any other user of the Joint Trackage or their officers, agents, or employees, then any such other user shall be considered as Owner for the purpose of determining between the parties to this Agreement User's assumption and apportionment of liability, cost and expense under paragraph (c) above.

(e) Whenever any such loss of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, occurs with the trains, locomotives, cars, or equipment of, or in the account of, Owner, User and any other user being involved, regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of Owner, User, or any other user of the Joint Trackage or their officers, agents, or employees, then Owner and such other user shall be jointly considered as Owner and a single party to this Agreement for the purpose of determining the assumption and apportionment of liability, cost, and expense between the parties to this Agreement under paragraph (c) above.

(f) Notwithstanding the foregoing provisions, whenever any loss

of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, occurs with the trains, locomotives, cars, or equipment of, or in the account of, both parties to this Agreement being so involved, without any other user being involved, and in the event such loss, damage, destruction, injury, or death is attributable to the sole negligence of the employee(s) on the train of only one of the parties to this Agreement where such sole negligence is the active or proximate cause of such loss, damage, destruction, injury, or death, the party hereto whose employee(s) was (were) solely negligent shall assume and bear all liability, cost, and expense in connection with the loss, damage, destruction, injury, and death so occurring, including, without limitation, all cost and expense referred to in Article 7 hereof, and said party shall forever protect, defend, indemnify, and save harmless the other party to this Agreement and its officers, agents, and employees from and against any such liability, cost, and expense.

(g) In every case of death or injury suffered by an employee of either User or Owner, when compensation to such employee or employee's dependents is required to be paid under any workmen's compensation, occupational disease, employers' liability, or other law, and either of said parties, under the provisions of this Agreement, is required to pay said compensation, if such compensation is required to be paid in installments over a period of time, such party shall not be released from paying any such future installments by reason of the expiration or other termination of this Agreement prior to any of the respective dates upon which any such future installments are to be paid.

(h) For purposes of this Article 8, pilots furnished by Owner to User pursuant to Article 5(c) of this Agreement shall be considered as the employees of User while such pilots are on board or getting on or off trains of User.

(i) Notwithstanding the provisions of Article 14(f) of this Agreement, for the purpose of this Article 8 the word "equipment" shall mean and be confined to (i) cabooses, (ii) vehicles and machinery which are capable of being operated on railroad tracks that, at the time of an occurrence, are being operated on the Joint Trackage, and (iii) vehicles and machinery that, at the time of an occurrence, are on the Joint Trackage or its right-of-way for the purpose of the maintenance or repair thereof or the clearing of wrecks thereon.

ARTICLE 9. INVESTIGATION.

(a) Except as provided in Subarticle (b) hereof, all claims, injuries, deaths, property damages, and losses arising out of or connected with this Agreement shall be investigated, adjusted, and defended by the party bearing the liability, cost, and expense therefor under the provisions of this Agreement.

(b) Each party will investigate, adjust, and defend all freight loss and damage claims filed with it in accordance with Section 11707 of the Interstate Commerce Act.

(c) In the event a claim or suit is asserted against Owner or User which is the other's duty hereunder to investigate, adjust, or defend, then, unless otherwise agreed, such other party shall, upon request, take over the investigation, adjustment, and defense of such claim or suit.

(d) All costs and expenses in connection with the investigation, adjustment and defense of any claim or suit under this Agreement shall be

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included as costs and expenses in applying the liability provisions set forth in this Agreement, except that salaries or wages of full-time claim agents, full-time attorneys and other full-time employees of either party engaged directly or indirectly in such work shall be borne by such party.

(e) Excluding freight loss and damage claims filed in accordance with Section 11707 of the Interstate Commerce Act, neither party shall settle or compromise any claim, demand, suit, or cause of action for which the other party has any liability under this Agreement without the concurrence of such other party if the consideration for such settlement or compromise exceeds Ten Thousand Dollars (\$10,000).

(f) It is understood that nothing in this Article shall modify or waive the conditions, obligations, assumptions, or apportionments provided in Article 8 hereof.

ARTICLE 10. PAYMENT OF BILLS

(a) All payments called for under this Agreement shall be made by User within thirty (30) days after receipt of bills therefor. No payments shall be withheld because of any dispute as to the correctness of items in the bills rendered, and any discrepancies reconciled between parties hereto shall be adjusted in the accounts of a subsequent month. The records of each party hereto, insofar as they pertain to matters covered by this Agreement, shall be open at all reasonable times to inspection by the other party.

(b) Bills rendered pursuant to the provisions of this Agreement, other than those set forth in Section 3 hereof, shall include direct labor and material costs, together with the surcharges, overhead percentages and equipment rentals as specified by Owner at the time any work is performed by Owner for

User.

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ARTICLE 11. DEFAULT AND TERMINATION

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

ARTICLE 12. REGULATORY APPROVAL.

Should this Agreement require the prior approval of the Interstate Commerce Commission, User, at its own cost and expense, will initiate and thereafter diligently prosecute an appropriate application or petition to secure such approval and this Agreement shall take effect after such approval has been secured on the date User commences operations over the Joint Trackage (herein referred to as the "Commencement Date"). The Commencement Date shall be evidenced by an exchange of correspondence between the appropriate operating officers of the parties hereto. In the event Interstate Commerce Commission approval is not required, the Commencement Date shall be the date agreed upon by the parties hereto as evidenced by an exchange of correspondence referred to above. Owner will assist and support efforts of User to secure Interstate Commerce Commission approval of this Agreement.

ARTICLE 13. ABANDONMENT OF JOINT TRACKAGE.

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Notwithstanding the provisions of Section 7 of this Agreement, Owner may abandon the Joint Trackage during the term of this Agreement or any renewals, thereof, upon giving User not less than one hundred twenty (120) days notice of Owner's intent to abandon. In the event regulatory authority is required to effect such abandonment, User will not interfere with Owner's actions to seek and to exercise such authority. In the event regulatory authority is required for User to discontinue its own operations over the Joint Trackage, User will seek and exercise such regulatory authority at the same time that Owner seeks regulatory authority to abandon the Joint Trackage. Owner and User will exercise the abandonment and discontinuance authority within thirty (30) days from the date Owner and User obtain the aforementioned regulatory authority. Upon the date established by Owner for abandonment of the Joint Trackage by its aforesaid notice to User or upon the above-specified date of exercise of the regulatory authority to abandon and discontinue operations, whichever is later, this Agreement shall terminate and be of no further force and effect, except that termination of this Agreement shall not relieve or release either party hereto from any obligation assumed or from any liability which may have arisen or been incurred prior to said termination. The foregoing provisions shall govern the parties hereto notwithstanding the provisions of 49 U.S.C. Sections 10905-10906 or any other provisions of law, and User hereby expressly waives any right it may possess to subsidize operations on the Joint Trackage or to acquire the Joint Trackage pursuant to said provisions of law. As used herein, Joint Trackage means the entire Joint Trackage or any portion or portions thereof.

ARTICLE 14. GENERAL PROVISIONS.

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(a) This Agreement and each and every provision hereof is for the exclusive benefit of the parties hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against either of the parties hereto.

(b) All Section and Article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

(c) This Agreement and the attachments annexed hereto and integrated herewith contain the entire agreement of the parties hereto and supersede any and all oral understandings between the parties hereto.

(d) No term or provision of this Agreement may be changed, waived, discharged, or terminated except by an instrument in writing signed by both parties to this Agreement.

(e) As used in this Agreement, whenever reference is made to the trains, locomotives, cars, or equipment of, or in the account of, one of the parties hereto such expression means the trains, locomotives, cars, and equipment in the possession of or operated by one of the parties and includes such trains, locomotives, cars, and equipment which are owned by, leased to, or in the account of such party. Whenever such locomotives, cars, or equipment are owned or leased by one party to this Agreement and are in the possession or account of the other party to this Agreement, such locomotives, cars, and equipment shall be considered those of the other party under this Agreement.

(f) All words, terms and phrases used in this Agreement shall be construed in accordance with the generally applicable definition or meaning of

such words, terms, and phrases in the railroad industry.

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ARTICLE 15. SUCCESSORS AND ASSIGNS.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; including, without limitation, the successors and assigns of Owner's interest in the Joint Trackage or any portion thereof. Neither party hereto shall transfer or assign this Agreement, or any of its rights, interests, or obligations hereunder to any person, firm, partnership, or corporation without obtaining the prior written consent of the other party to this Agreement; provided, however, that such consent shall not be necessary if such transfer or assignment is to a purchaser, successor, or assign of all or substantially all of the rail properties of Owner or to a purchaser, successor, or assign of Owner's interest in the Joint Trackage or any portion thereof.

* * * * *

FORM A

TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grants to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad owned by NYC and operated by CSXT (hereinafter referred to as "Subject Trackage"):

The Landover Line owned by NYC and operated by CSXT between the connection of the parties at Alexandria (RO Tower), Virginia at or near Milepost 138.9 and connection with Amtrak at Landover, Maryland at or near Milepost 128.8, a distance of approximately 10.1 miles, as marked on Drawing No. MD01 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of NSR using same for bridge traffic only between the endpoints of Subject Trackage and NSR shall not perform any local freight service whatsoever at any point located on Subject Trackage.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge").

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type code "S566" would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50')

containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar

year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date")

and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS

NEW YORK CENTRAL LLC

(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

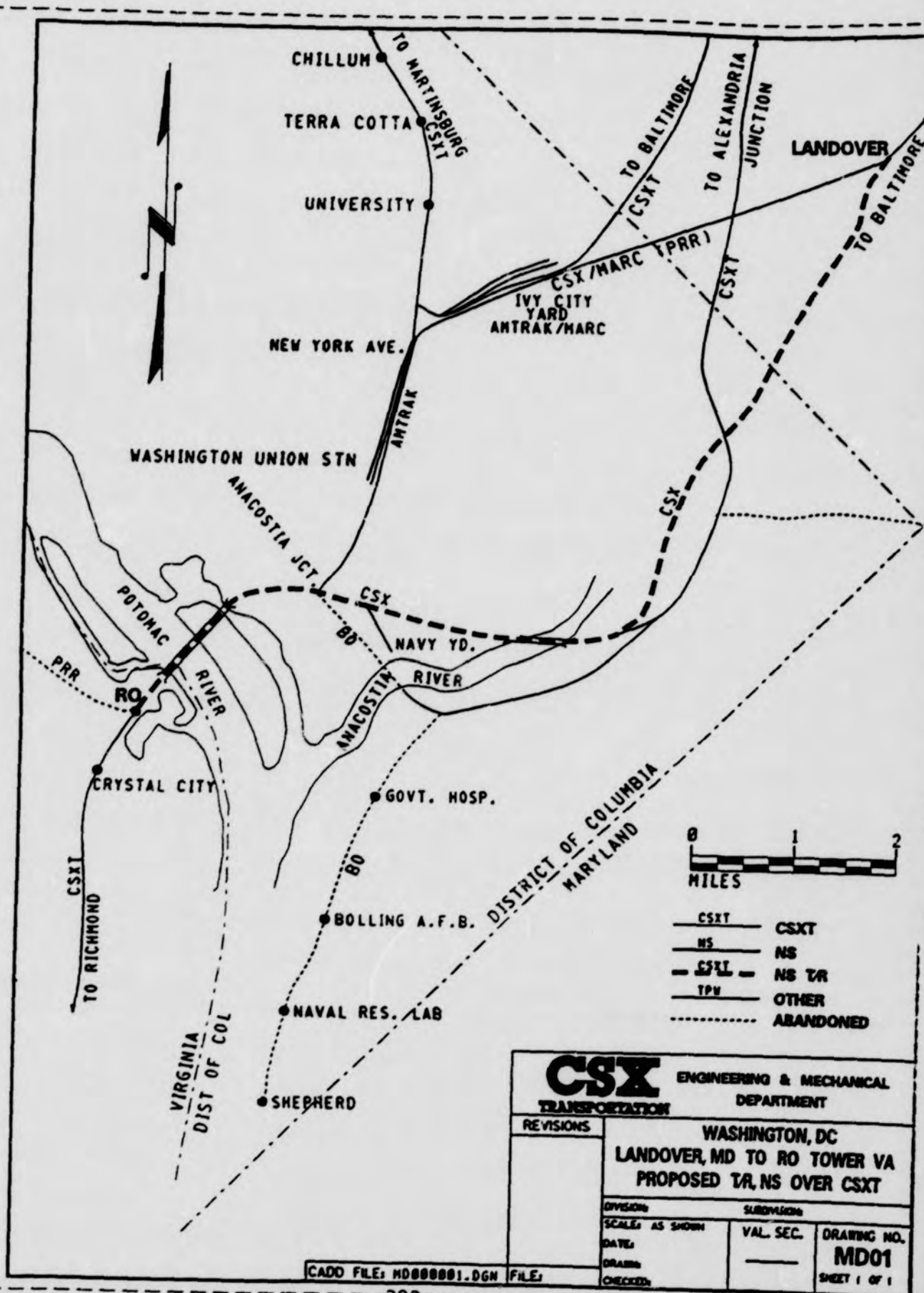
By: _____
(Title)

WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

TA09 (June 14, 1997)



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|--|--|--|--|--|--|--|--|--|--|--|---|
| CSX TRANSPORTATION | | ENGINEERING & MECHANICAL DEPARTMENT | | | | | | | | | |
| | | WASHINGTON, DC LANDOVER, MD TO RO TOWER VA PROPOSED TR, NS OVER CSXT | | | | | | | | | |
| REVISIONS <table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table> | | | | | | | | | | DIVISION SCALE: AS SHOWN DATE: DRAWN: CHECKED: | SUBMITTING VAL. SEC. DRAWING NO. MD01 SHEET 1 OF 1 |
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CADD FILE: MD000001.DGN FILE:

FORM A

TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as NSR), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grant to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad operated by CSXT (hereinafter referred to as "Subject Trackage"):

The Cleveland Short Line Branch operated by CSXT between the entrance to Collinwood Yard at Quaker in the vicinity of Collinwood, Ohio at or near Milepost 0.0, and connection of the parties at Berea Tower, near Berea, Ohio at or near Milepost 21.9, a distance of

approximately 21.9 miles, as marked on the Drawing No. OH01 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of NSR using same for bridge traffic only between the endpoints of Subject Trackage and NSR shall not perform any local freight service whatsoever at any point located on Subject Trackage.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge").

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car

count for an articulated unit. For example, AAR Car Type code "S566" would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the

East District shall be used. The Current Charge shall be revised by calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date

first above written, or when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date")

and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

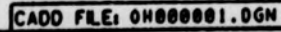
By: _____
(Title)

WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

TA10 (June 14, 1997)



FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grant to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad operated by CSXT (hereinafter referred to as "Subject Trackage"):

The Chicago Line operated by CSXT between the connection of CSXT with Amtrak at Cleveland, Ohio at Milepost 181.2 (CP 181), and CSXT's Collinwood Yard at or near Milepost 173.8, a distance of approximately 7.4 miles, as marked on the attached Drawing No. OH02 attached hereto

and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of NSR using same for access to and from NYC's Collinwood Yard for purposes of interchanging traffic with CSXT, and NSR shall not perform any local freight service whatsoever at any point located on Subject Trackage.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge").

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type code "S566"

would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by calculating the percent of increase or decrease in the index for the

latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date")

and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

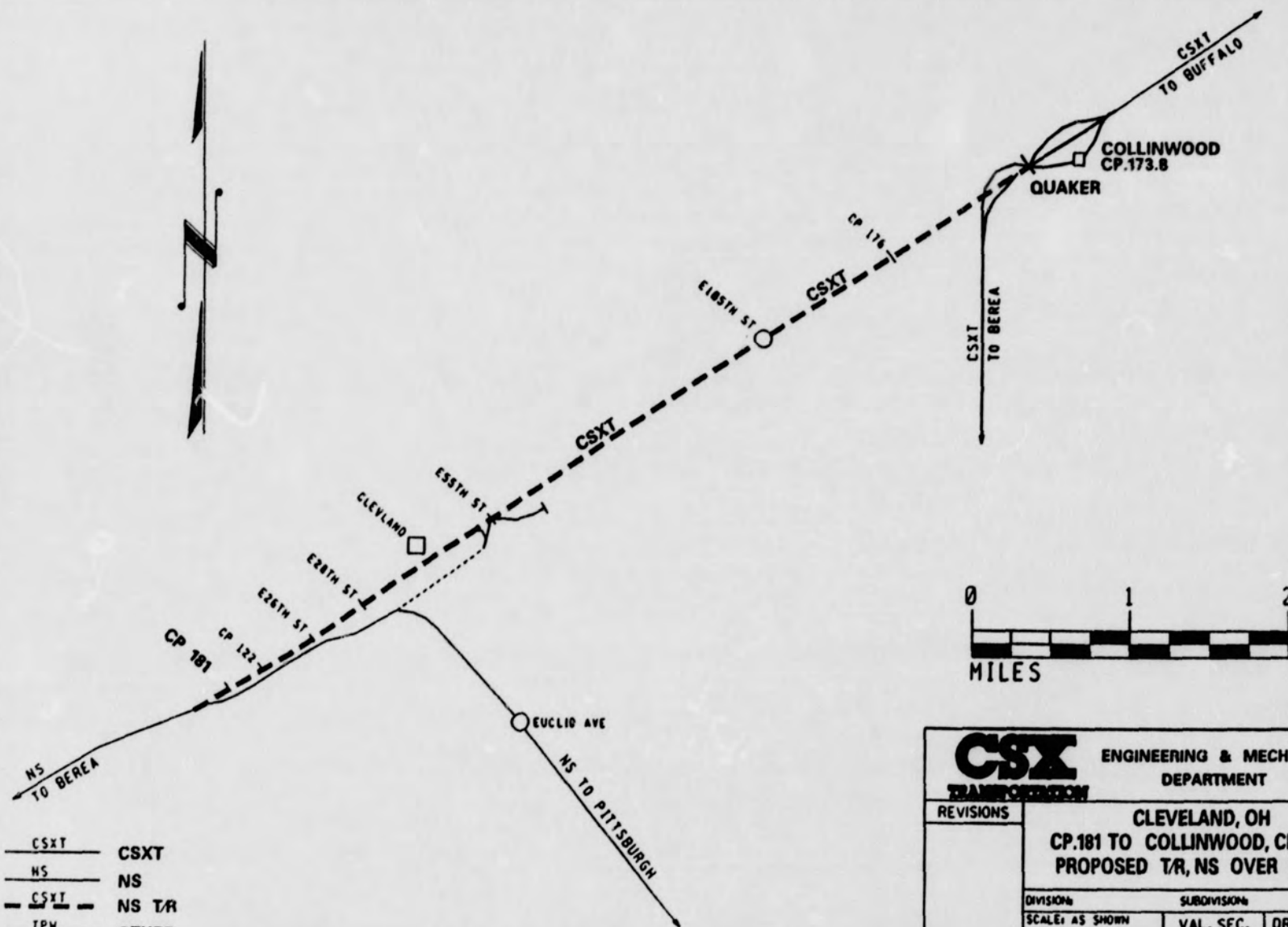
WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

TAll (June 14, 1997)

(1)



CSXT CSXT
 NS NS
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 TPV OTHER
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CSX
TRANSPORTATION

ENGINEERING & MECHANICAL
DEPARTMENT

REVISIONS

CLEVELAND, OH
 CP.181 TO COLLINWOOD, CP.173.8
 PROPOSED T/R, NS OVER CSXT

DIVISION

SUBDIVISION

SCALE: AS SHOWN

VAL. SEC.

DATE: 5/17/97

DRAWN: KDH / H.E.R.

CHECKED:

DRAWING NO.

OH02

SHEET 1 OF 1

CADD FILE: 0H000002.DGN

FILE:

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grant to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of NYC's railroad (hereinafter referred to as "Subject Trackage"):

The Fort Wayne Line operated by CSXT between the connection of the parties at Crestline, Ohio at or near Milepost 188.6, and

connection of the parties at the east end of CSXT's Piqua Yard, Fort Wayne, Indiana at or near Milepost 319.2, a distance of approximately 130.6 miles, as marked on the Drawing No. OH09 attached hereto and made a part hereof. These rights on the Subject Trackage are for overhead movements and shall include entry and exit at Bucyrus, Ohio, at or near Milepost 200.8 to reach lines of NSR, and the right to serve, via CSXT switch only, Walton Agriculture Service and Walton Grain Co. located at Upper Sandusky, Ohio, at or near Milepost 217.5. CSXT will deliver NSR's traffic to the said industries under a separate switching agreement between the parties.

SECTION 2. RESTRICTION ON USE/SPECIAL PROVISIONS:

(a) The Trackage Rights herein granted are granted for the purposes of NSR using same for bridge traffic between the endpoints of Subject Trackage and shall include the right for NSR to provide service, via CSXT switch only, industries at Upper Sandusky, Ohio as described in Section 1 and Subsection 2(b) herein. NSR shall perform no other freight service of any kind at any point located on Subject Trackage.

(b) NSR's operations hereunder shall be restricted to a total of eight (8) trains per day between Crestline and Bucyrus, Ohio, at which latter point NSR shall be authorized entry and exit to connect with lines of NSR. NSR's operations between Crestline and Fort Wayne shall be restricted to a total of six

(6) trains per day, which trains shall be authorized access to those industries at Upper Sandusky, Ohio previously served by CSXT and Conrail.

(c) Should CSXT in its sole discretion during the term of this Agreement, determine that additional track capacity is required to support the combined movements of CSXT and NSR between Crestline and Fort Wayne, CSXT shall design and construct the required additional capacity, and the parties shall share the cost thereof in proportion to their respective wheelage over the subject trackage during the calendar year last preceding preparation of the related construction plans and estimates.

(d) NSR shall retain responsibility for dispatching of the Subject Trackage until such time as a separate contractual haulage arrangement between the parties between Berea, Ohio and Chicago, Illinois is expired or terminated, at which time CSXT shall commence dispatching of the Subject Trackage.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge").

(b) NSR will pay CSXT a sum computed by multiplying (i) the

Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type code "S566" would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation

provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date of such approval and following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date") and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and

obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS:

NEW YORK CENTRAL LLC

By: _____

(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

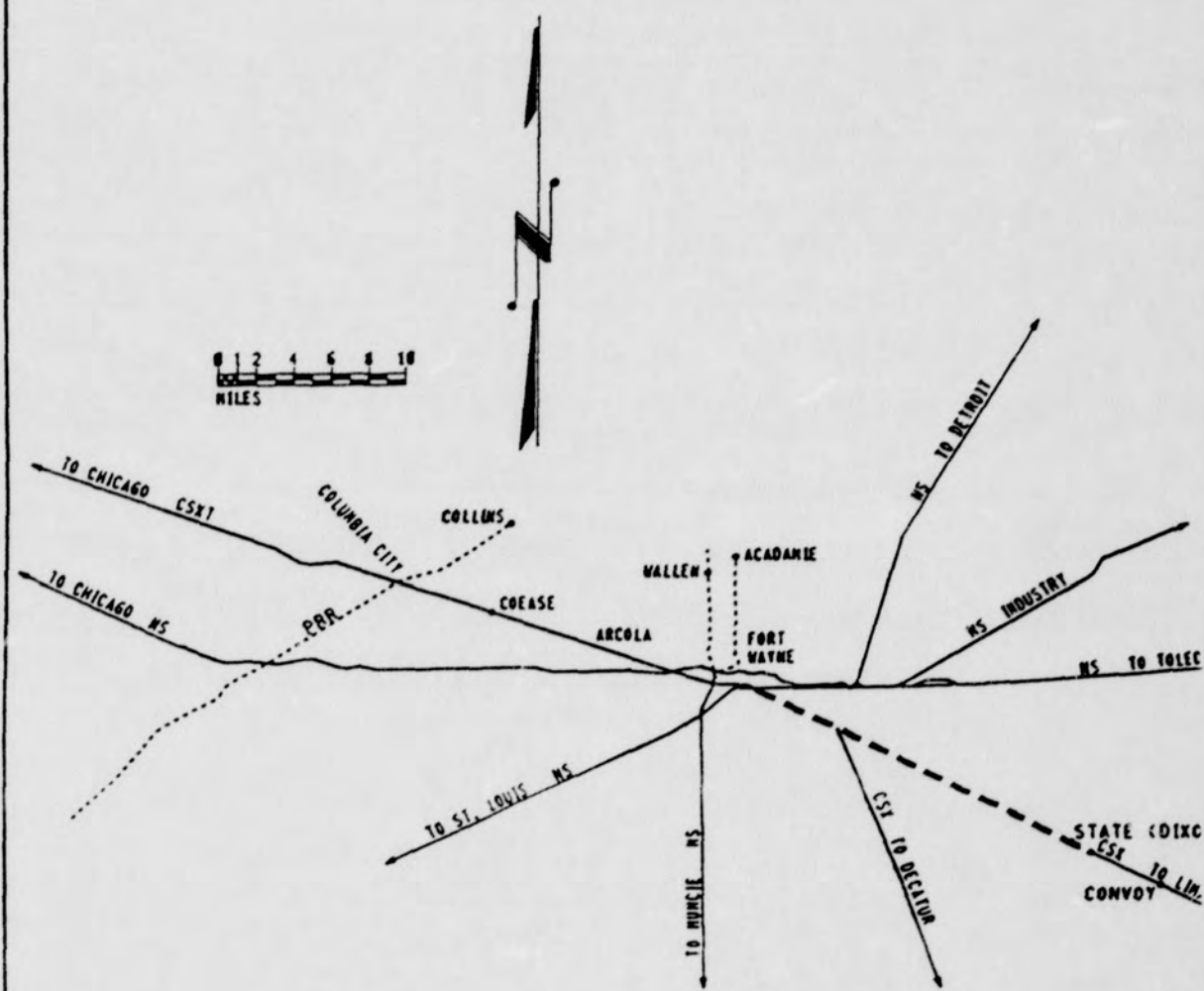
PENNSYLVANIA LINES LLC

By: _____
(Title)

TA12 (June 14, 1997)

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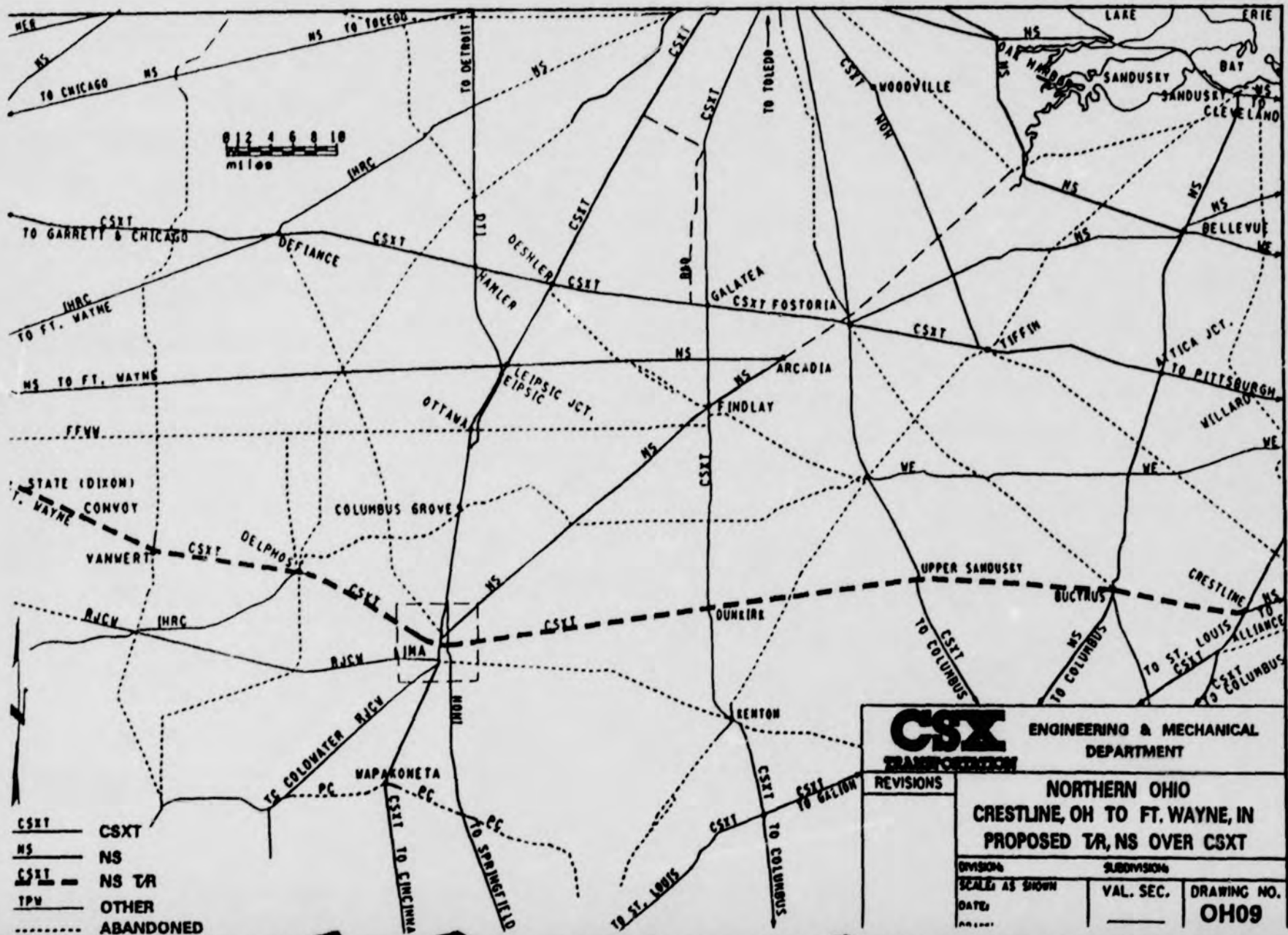
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|-------|-----------|
| CSXT | CSXT |
| NS | NS |
| CSXT | NS TR |
| TPW | OTHER |
| ----- | ABANDONED |

| | | | |
|------------------------------|-----------------|---|---------------------------|
| CSX TRANSPORTATION | | ENGINEERING & MECHANICAL DEPARTMENT | |
| | | NORTHWEST INDIANA CRESTLINE, OH TO FT. WAYNE, IN PROPOSED TR NS OVER CSXT | |
| REVISIONS | DIVISION | | SUBDIVISION |
| | SCALE: AS SHOWN | | VAL. SEC. |
| | DATE | | DRAWING |
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| CHECKED | | | |

CADD FILE: 0H00009A.DGN FILE:



FORM A

TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grant to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad operated by CSXT (hereinafter referred to as "Subject Trackage"):

The Fort Wayne Line operated by CSXT between the jointly operated Piqua yard at Fort Wayne, Indiana at or near Milepost 317.5, and connection of the parties at Clarke Junction, Indiana at or near

Milepost 445.0, a distance of approximately 127.5 miles, as marked on the attached Drawing No. IN05 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

(a) The Trackage Rights herein granted are granted for the sole purpose of NSR using same for bridge traffic only between the endpoints of Subject Trackage, and NSR shall not perform any local freight service whatsoever at any point located on Subject Trackage.

(b) NSR's operations hereunder shall be restricted to a total of ten (10) trains per day between Fort Wayne and Clarke Junction, provided, however, this limitation shall not apply to movements within Fort Wayne Terminal.

(c) Should CSXT in its sole discretion during the term of this Agreement, determine that additional track capacity is required to support the combined movements of CSXT and NSR between Fort Wayne and Clarke Junction, CSXT shall design and construct the required additional capacity, and the parties shall share the cost thereof in proportion to their respective wheelage over the Subject Trackage during the calendar year last preceding preparation of the related construction plans and estimates.

(d) NSR shall retain responsibility for dispatching of the Subject Trackage until such time as a separate contractual haulage arrangement between the parties between Berea, Ohio and Chicago,

Illinois is expired or terminated, at which time CSXT shall commence dispatching of the Subject Trackage.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge").

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type code "S566" would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year

1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date") and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

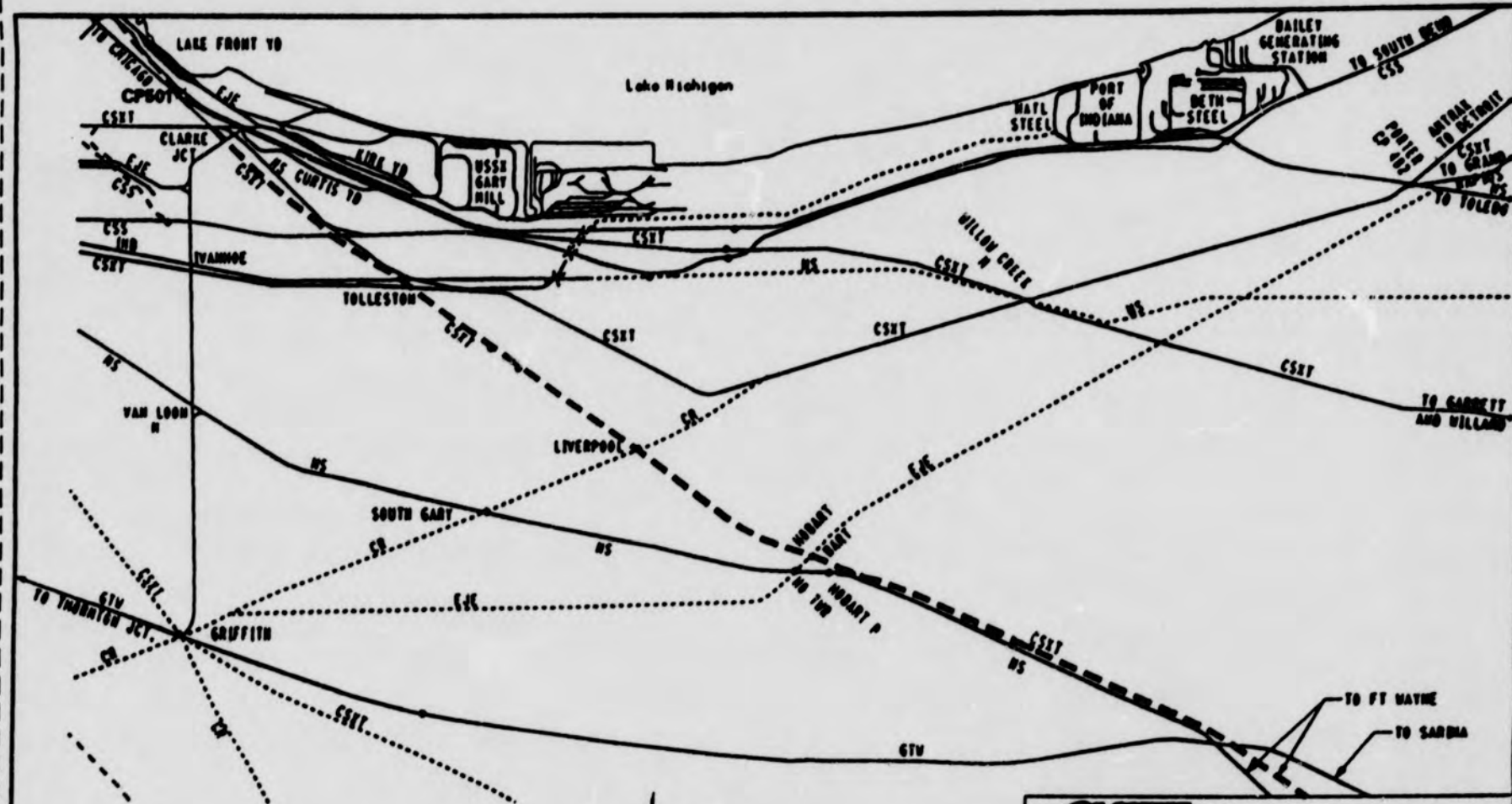
By: _____
(Title)

WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

TA13 (June 14, 1997)



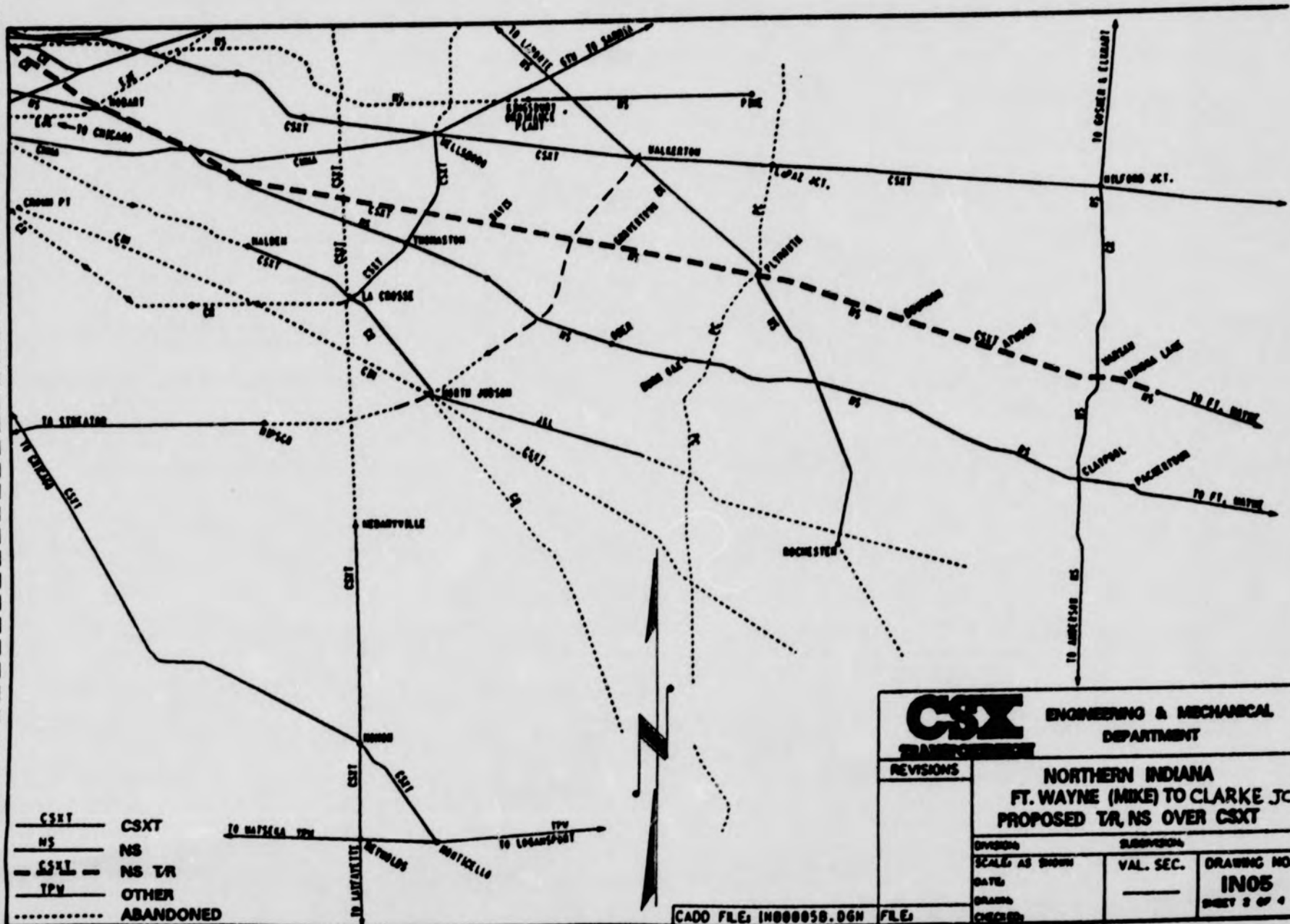
CSXT CSXT
 NS NS
 - CSXT - NS TR
 TPV OTHER
 ABANDONED



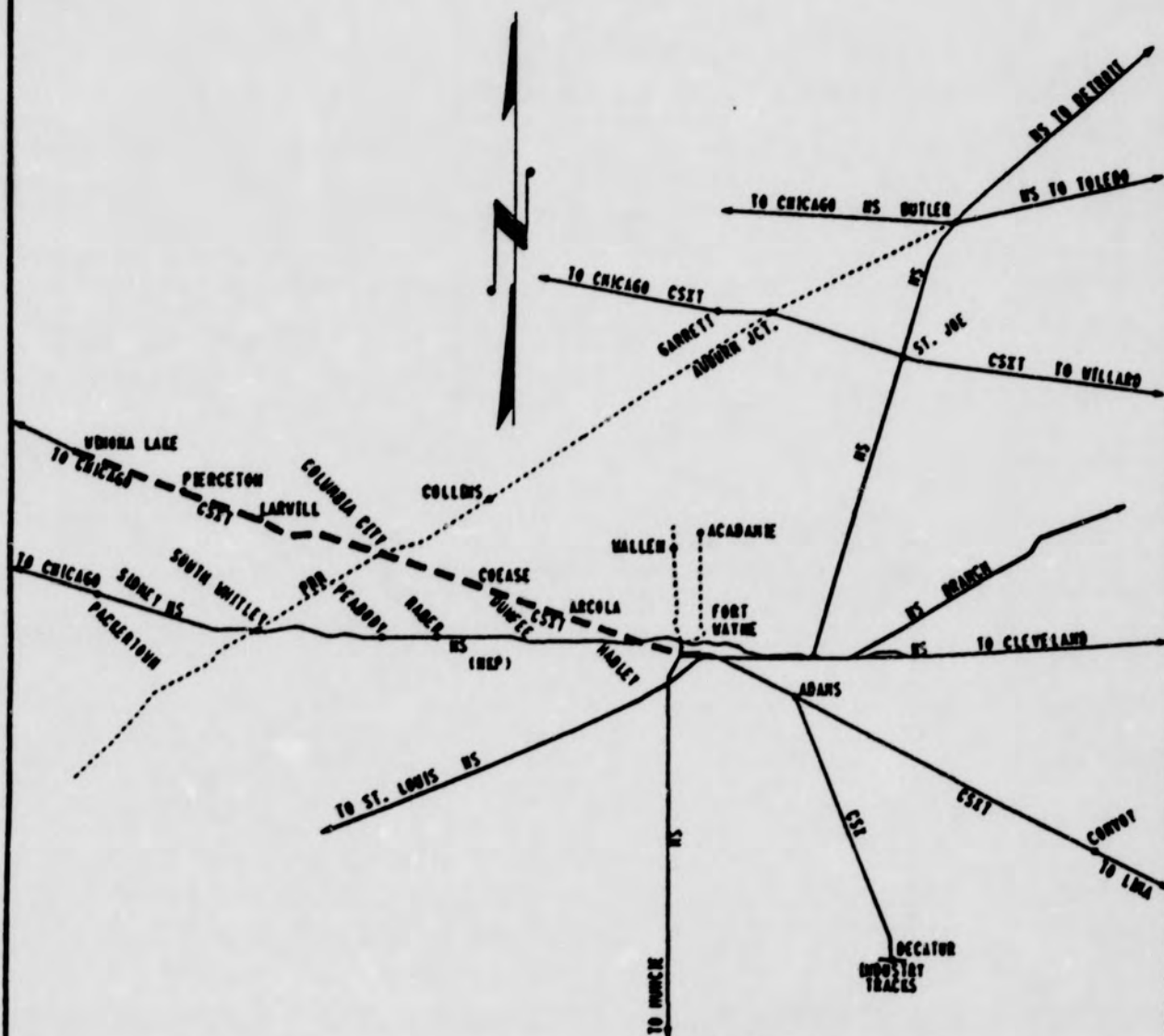
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| CSX TRANSPORTATION | | ENGINEERING & MECHANICAL DEPARTMENT | |
| | | NORTHERN INDIANA FT. WAYNE (MIKE) TO CLARKE JCT PROPOSED TR, NS OVER CSXT | |
| REVISIONS | | DIVISION SCALE: AS SHOWN DATE DRAWN CHECKED | SUBDIVISION VAL. SEC. DRAWING NO. IN05 SHEET 1 OF 4 |

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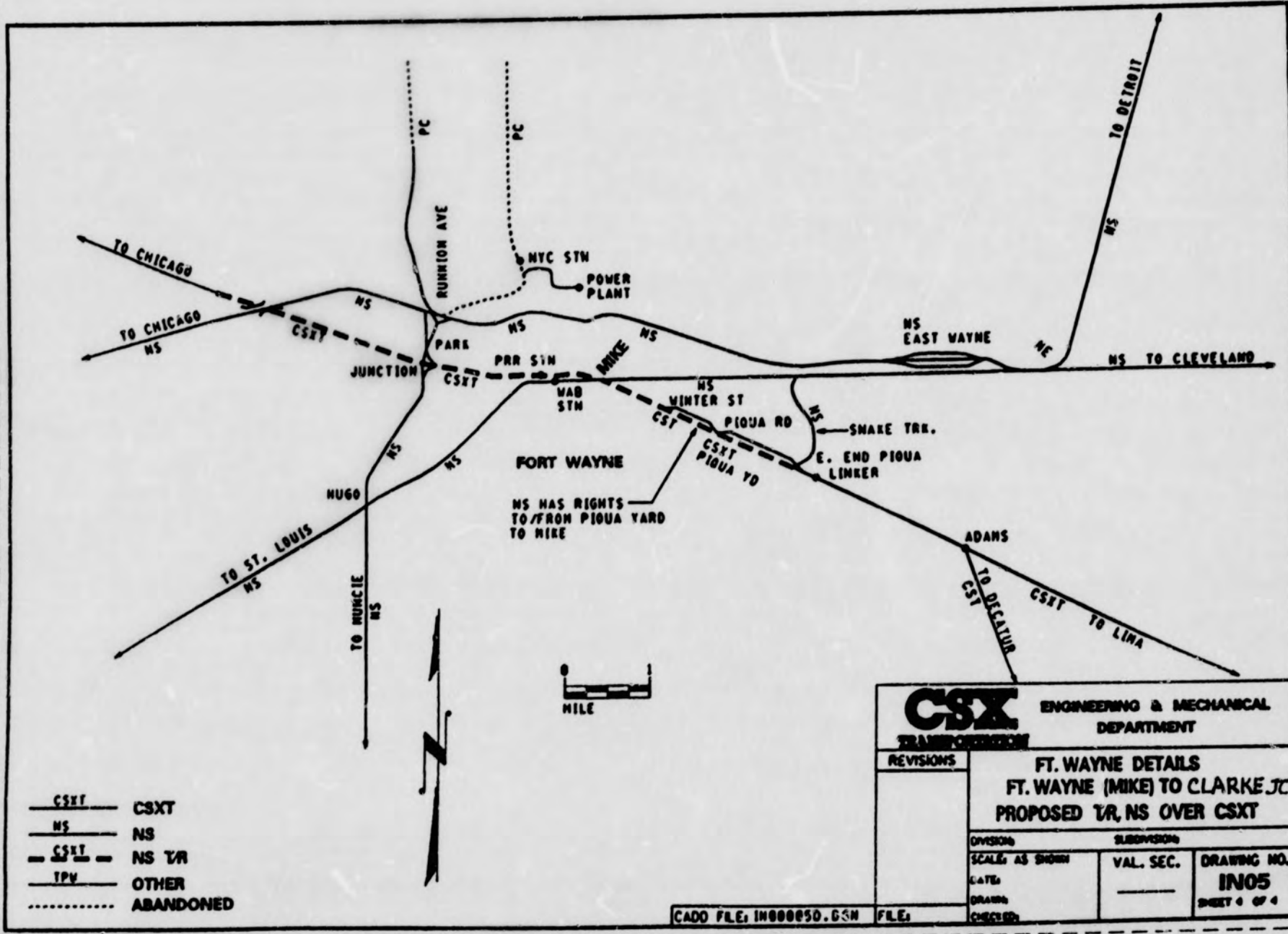
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CSXT CSXT
 NS NS
 CSXT NS TR
 TPV OTHER
 ABANDONED

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| CSX TRANSPORTATION | | ENGINEERING & MECHANICAL DEPARTMENT | |
| | | NORTHWEST INDIANA FT. WAYNE (MIKE) TO CLARKE JCT PROPOSED TR NS OVER CSXT | |
| REVISIONS | | DIVISION | SUPERVISOR |
| | | SCALE: AS SHOWN | VAL. SEC. |
| | | DATE: | |
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| | | DRAWING NO. IN05 SHEET 2 OF 4 | |



CSXT
 NS
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 TPV
 ABANDONED

CSXT
 NS
 NS T/R
 OTHER
 ABANDONED

| | | | | | |
|---|--|---|--|--------------------------------------|--|
| CSX TRANSPORTATION | | ENGINEERING & MECHANICAL DEPARTMENT | | | |
| | | FT. WAYNE DETAILS FT. WAYNE (MIKE) TO CLARKE JCT PROPOSED T/R, NS OVER CSXT | | | |
| REVISIONS <table border="1"> <tr> <td> </td> <td> </td> </tr> </table> | | | | DIVISION SCALE: AS SHOWN DATE: | SUBDIVISION VAL. SEC. DRAWN CHECKED |
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| CADD FILE: IN00050.DGN FILE: | | DRAWING NO. IN05 SHEET 4 OF 4 | | | |

FORM A

TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grant to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad owned by NYC and operated by CSXT (hereinafter referred to as "Subject Trackage"):

The Porter Branch owned by NYC and operated by CSXT between the connection of the parties at Porter, Indiana at or near Milepost 240.4, and the connection of CSXT with Indiana Harbor Belt Railroad (IHB) at Ivanhoe, Indiana at or near Milepost 259.4, a distance of approximately 19.0 miles, as marked on the attached Drawing No. IN01

attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of NSR using same for bridge traffic only between the endpoints of Subject Trackage and NSR shall not perform any local freight service whatsoever at any point located on Subject Trackage.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge").

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example. AAR Car Type code "S566"

would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by

calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trade Rights Agreement.

At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date

of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date") and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release

either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS

NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

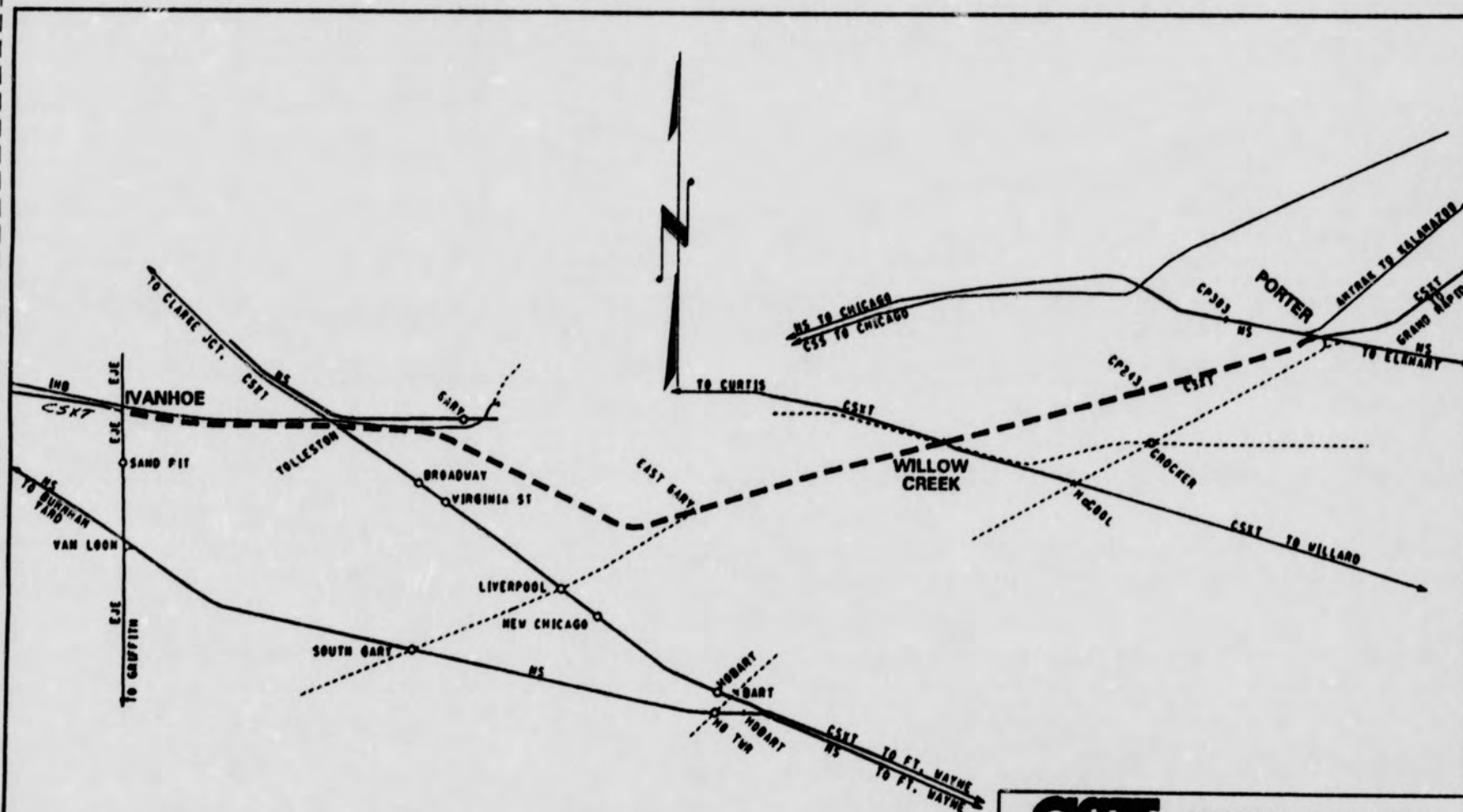
By: _____
(Title)

WITNESS:

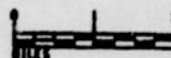
PENNSYLVANIA LINES LLC

By: _____
(Title)

TA14 (June 14, 1997)



CSXT CSXT
 NS NS
 CSXT NS TR
 TPW OTHER
 ----- ABANDONED



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|------------------------------|--|--|--------------|
| CSX TRANSPORTATION | | ENGINEERING & MECHANICAL DEPARTMENT | |
| | | PORTER, IN TO IVANHOE PROPOSED TR, NS OVER CSXT | |
| REVISIONS | | DIVISION | SUBDIVISION |
| | | SCALE: AS SHOWN | VAL. SEC. |
| | | DATE | DRAWING NO. |
| | | DRAWN | IN01 |
| | | CHECKED | SHEET 1 OF 1 |

CADD FILE: IN000001.DGN FILE:

FORM A

TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as NSR), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operators, hereby grant to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad owned by NYC and operated by CSXT (hereinafter referred to as "Subject Trackage"):

The Buckeye Line owned by NYC and operated by CSXT between the connection of the parties at CP 138 at or near Milepost 0.0 and connection of the parties at CP Hocking, at or near Milepost 1.0, both in Columbus, Ohio a distance of approximately 1.0 mile, as marked on

the attached Drawing No. OH03 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of NSR using same for bridge traffic only between the endpoints of Subject Trackage and NSR shall not perform any local freight service whatsoever at any point located on Subject Trackage.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge").

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type code "S566"

would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by

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calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date

of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date") and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release

either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

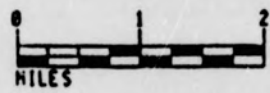
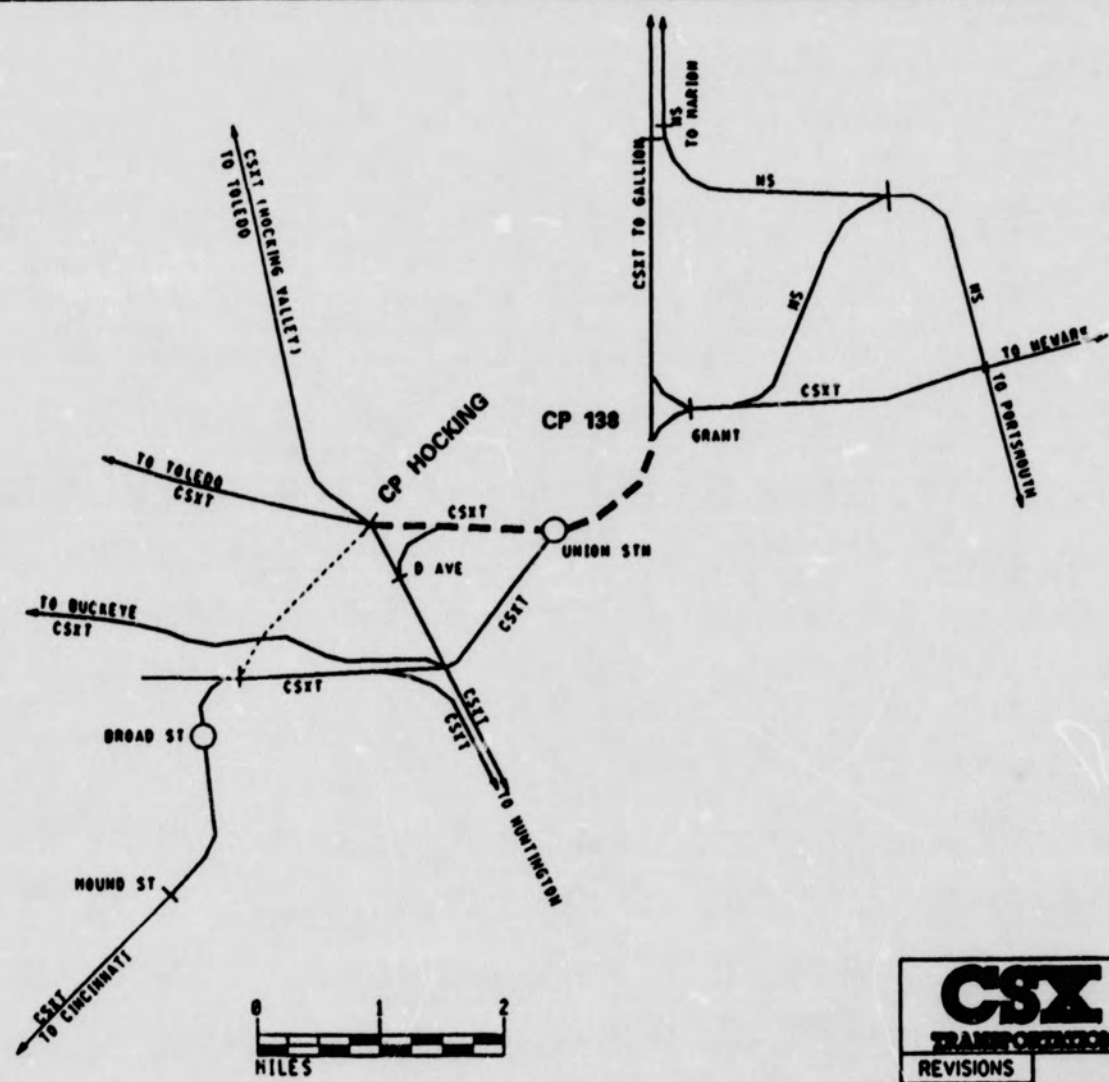
By: _____
(Title)

WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

TA15 (June 14, 1997)



| | |
|-------|-----------|
| CSXT | CSXT |
| NS | NS |
| CSXT | NS TR |
| TPM | OTHER |
| ----- | ABANDONED |

| | | | |
|---|--|---|--|
| CSX TRANSPORTATION | | ENGINEERING & MECHANICAL DEPARTMENT | |
| | | COLUMBUS, OHIO CP.138 TO CP.HOCKING PROPOSED TR, NS OVER CSXT | |
| REVISIONS | | DIVISION: _____ SUBDIVISION: _____ | |
| SCALE: AS SHOWN DATE: 5/17/97 DRAWN: REN / M.E.R. | | VAL. SEC. _____ | DRAWING NO. OH03 SHEET 1 OF 1 |
| CADD FILE: oh000003.dgn | | FILE: _____ | |

FORM A

TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this ____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grant to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad owned by NYC and operated by CSXT (hereinafter referred to as "Subject Trackage"):

The Western Branch owned by NYC and operated by CSXT between the connection of the parties at LM Cabin (Scioto) at or near Milepost 132.0 and connection of the parties at CP Mounds, including the Mounds Connection, at or near Milepost 126.3, both in Columbus, Ohio a

distance of approximately 5.8 miles, as marked on the attached Drawing No. OH06 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of NSR using same for bridge traffic only between the endpoints of Subject Trackage and NSR shall not perform any local freight service whatsoever at any point located on Subject Trackage.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge")

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car

count for an articulated unit. For example, AAR Car Type code "S566" would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the

East District shall be used. The Current Charge shall be revised by calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date

first above written, or when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date") and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

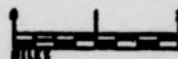
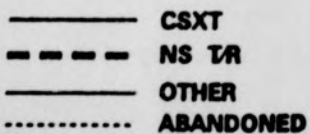
By: _____
(Title)

WITNESS:

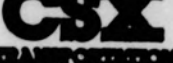
PENNSYLVANIA LINES LLC

By: _____
(Title)

TA16 (June 14, 1997)



| | |
|-------------------------|-------|
| CADD FILE: 0H000006.DGN | FILE: |
|-------------------------|-------|

| | | | |
|---|---|--|--|
|  | | ENGINEERING & MECHANICAL DEPARTMENT | |
| REVISIONS | COLUMBUS, OHIO SCIOTO TO CP MOUNDS PROPOSED T/R, NS OVER CSXT | | |
| | DIVISION: | | SUBDIVISION: |
| | SCALE: AS SHOWN DATE: 5/17/91 DRAWN: RCH / M.E.R. | VAL. SEC. _____ | |
| FILE: | CHECKED: | | DRAWING NO. OH06 SHEET 1 OF 1 |

FORM A

TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"); PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grant to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad owned by NYC and operated by CSXT (hereinafter referred to as "Subject Trackage"):

The Buckeye Yard Lead owned by NYC and operated by CSXT between the connection of the parties at CP Buckeye and connection of the parties at CP Darby, both in Columbus, Ohio a distance of approximately 1.0 mile, as marked on the attached Drawing No. OH07

attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of NSR using same for bridge traffic only; between the endpoints of Subject Trackage and NSR shall not perform any local freight service whatsoever at any point located on Subject Trackage.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge").

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type code "S566"

would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by

calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date

of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date") and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release

either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

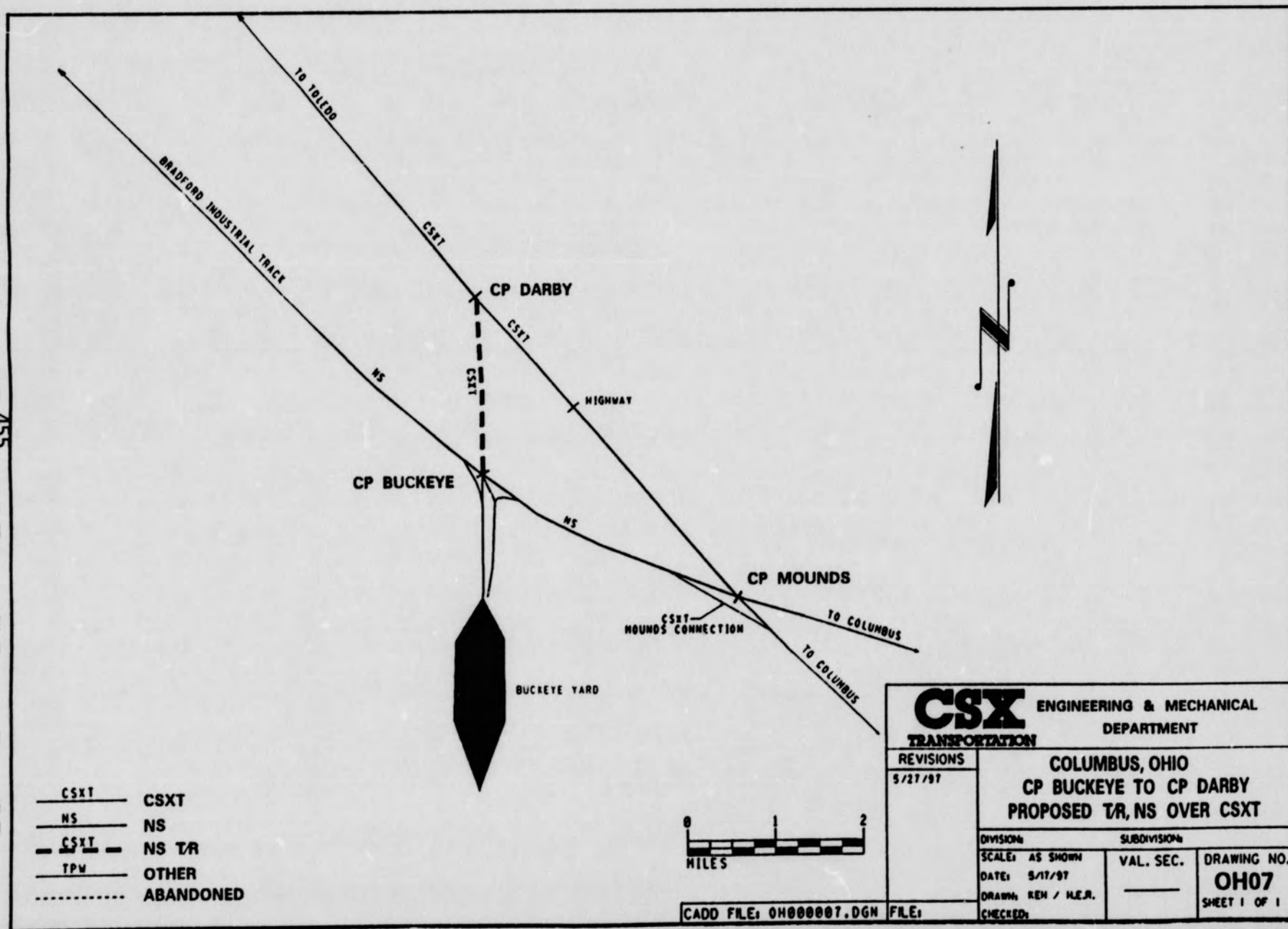
By: _____
(Title)

WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

TA17 (June 14, 1997)



CSX
TRANSPORTATION

ENGINEERING & MECHANICAL
DEPARTMENT

REVISIONS
5/27/97

COLUMBUS, OHIO
CP BUCKEYE TO CP DARBY
PROPOSED TR, NS OVER CSXT

DIVISION

SUBDIVISION

SCALE: AS SHOWN

VAL. SEC.

DRAWING NO.

DATE: 5/17/97

OH07

DRAWN: KEM / H.E.R.

SHEET 1 OF 1

CHECKED:

CADD FILE: 0H000007.DGN FILE:

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grant to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad owned by NYC and operated by CSXT (hereinafter referred to as "Subject Trackage"):

The west track of the Columbus Line owned by NYC and operated by CSXT between the connection of the parties at CP 138 at or near Milepost 138.0 and connection to be constructed between the parties at

or near Milepost 133.5, both in Columbus, Ohio a distance of approximately 4.5 miles, as marked on the attached Drawing No. OH04 attached hereto and made a part hereof.

NSR will be assigned the east track from CP 138 to CP 136 and CSXT will be assigned the west track between the same points. North of CP 136, the current end of double track, NSR will be assigned the right of way east of the single remaining track, and the Clintonville Siding, east of the single remaining track, with the intent to connect these two segments into a continuous track east of and parallel to the single remaining track. A 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 CSXT 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, 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.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of NSR using same for bridge traffic only between the endpoints of Subject Trackage and NSR shall not perform any local freight service whatsoever at any point located on Subject Trackage.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge").

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type code "S566" would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this

Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining

the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date") and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from

or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

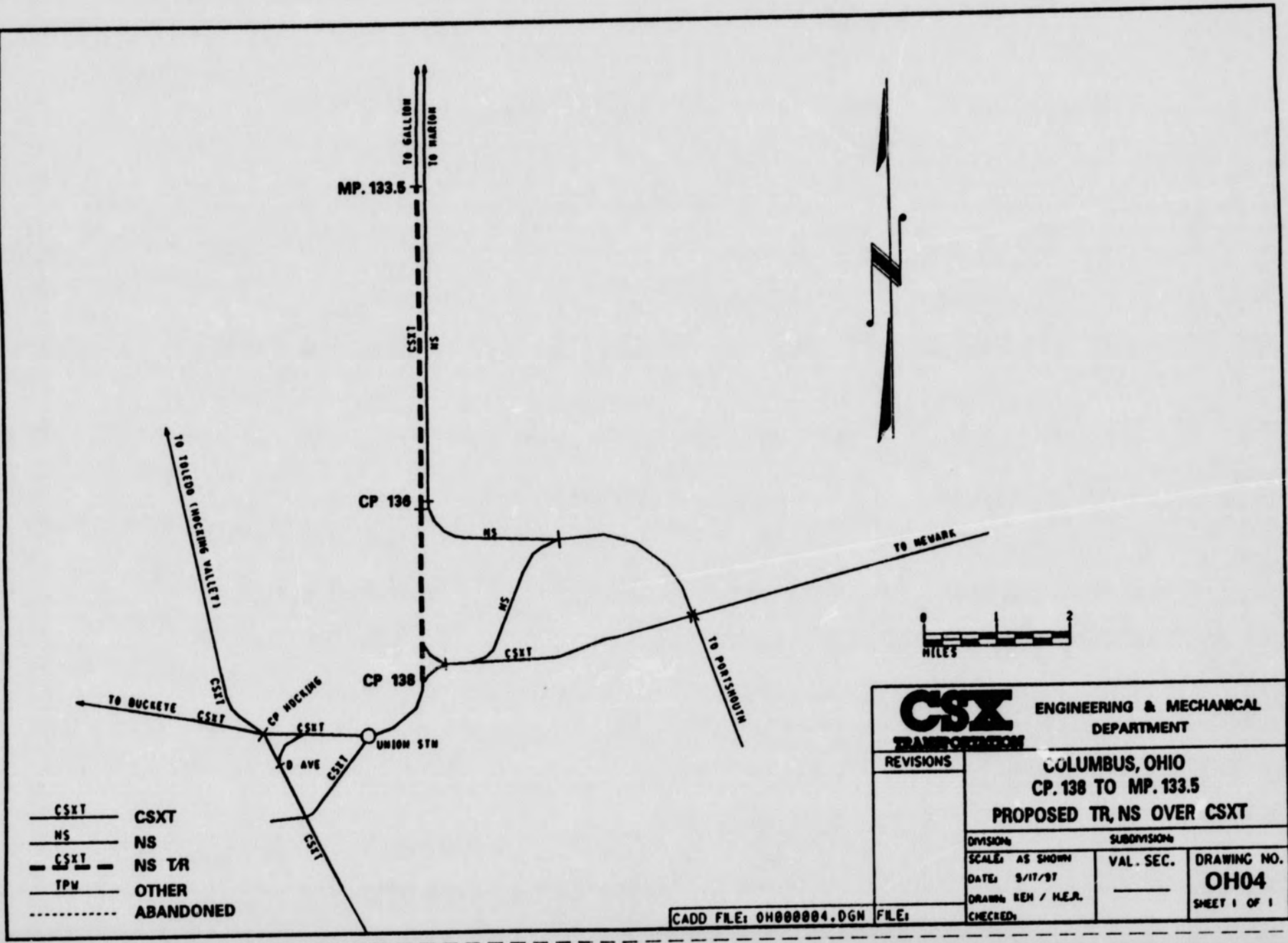
By: _____
(Title)

WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

TA18 (June 14, 1997)



| | | | |
|------------------------------|--|-------------------------------------|-------------|
| CSX TRANSPORTATION | | ENGINEERING & MECHANICAL DEPARTMENT | |
| | | COLUMBUS, OHIO | |
| REVISIONS | | CP. 138 TO MP. 133.5 | |
| | | PROPOSED TR, NS OVER CSXT | |
| | | DIVISION | SUBDIVISION |
| | | SCALE: AS SHOWN | VAL. SEC. |
| DATE: 9/17/97 | | DRAWING NO. OH04 | |
| DRAWN: REM / M.E.A. | | SHEET 1 OF 1 | |
| CHECKED: | | | |

CADD FILE: 0H000004.DGN FILE:

FORM A

TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grant to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad owned by NYC and operated by CSXT (hereinafter referred to as "Subject Trackage"):

The Trenton Line owned by NYC and operated by CSXT between the connection of the parties at Bound Brook (CP Port Reading Jct.), New Jersey at or near Milepost 57.3 and connection of the parties at Woodbourne, Pennsylvania at or near Milepost 26.4, a distance of

approximately 30.9 miles, as marked on Drawing No. NJ01 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of NSR using same for bridge traffic only between the endpoints of Subject Trackage and NSR shall not perform any local freight service whatsoever at any point located on Subject Trackage. Trackage Rights is limited to twelve (12) total trains/day on the Trenton Line for dimensional trains until the Pattenburg Tunnel on the Lehigh Line is cleared of dimensional restrictions, not to exceed three (3) years from the Effective Date of this Agreement.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge". Notwithstanding any other provision of this Addendum, should the Trackage Rights governed by this Addendum continue to be in effect after the third (3rd) anniversary of the Effective Date of this Addendum, the Current Charge shall be one dollar and thirty-five cents (\$1.35) per car mile, subject to change as provided in Section 4 hereof.

(b) NSR will pay CSXT a sum computed by multiplying (i) the

Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type code "S566" would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In

the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date") and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or

(ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

TA22 (June 14, 1997)



——— CSXT
 - - - NS TR
 ——— OTHER
 ABANDONED

| | | | |
|------------------------------|--|--|--------------|
| CSX TRANSPORTATION | | ENGINEERING & MECHANICAL DEPARTMENT | |
| | | PENNSYLVANIA - NEW JERSEY BOUNDBROOK NJ TO WOODBOURNE PA PROPOSED TR, NS OVER CSXT | |
| REVISIONS | | DIVISION | SUBDIVISION |
| | | SCALE: AS SHOWN | VAL. SEC. |
| | | DATE | DRAWING NO. |
| | | DRAWING | NJ01 |
| | | CHECKED | SHEET 1 OF 1 |

CADD FILE: NJ000001.DGN FILE:

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grants to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad owned by NYC and operated by CSXT (hereinafter referred to as "Subject Trackage"):

The Fort Wayne Secondary owned by NYC and operated by CSXT between the jointly operated Piqua yard at Fort Wayne, Indiana at or near Milepost 316.3, and connection of the parties at NSR's "Mike" Interlocking at Fort Wayne at or near Milepost 319.2, a distance of

approximately 2.9 miles, as marked on the attached Drawing No. IN03 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of NSR using same only for movement of its Triple Crown trains between the endpoints of Subject Trackage and NSR shall not perform any local freight service whatsoever at any point located on Subject Trackage.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge").

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field

covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type code "S566" would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices,

wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date") and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this

Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS: NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS: CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS: NORFOLK SOUTHERN RAILWAY COMPANY

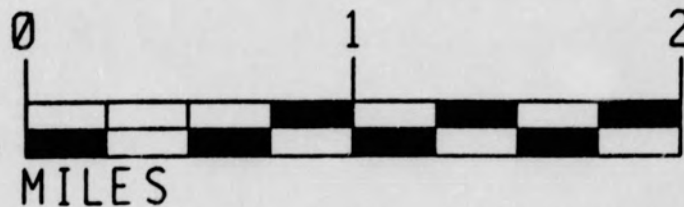
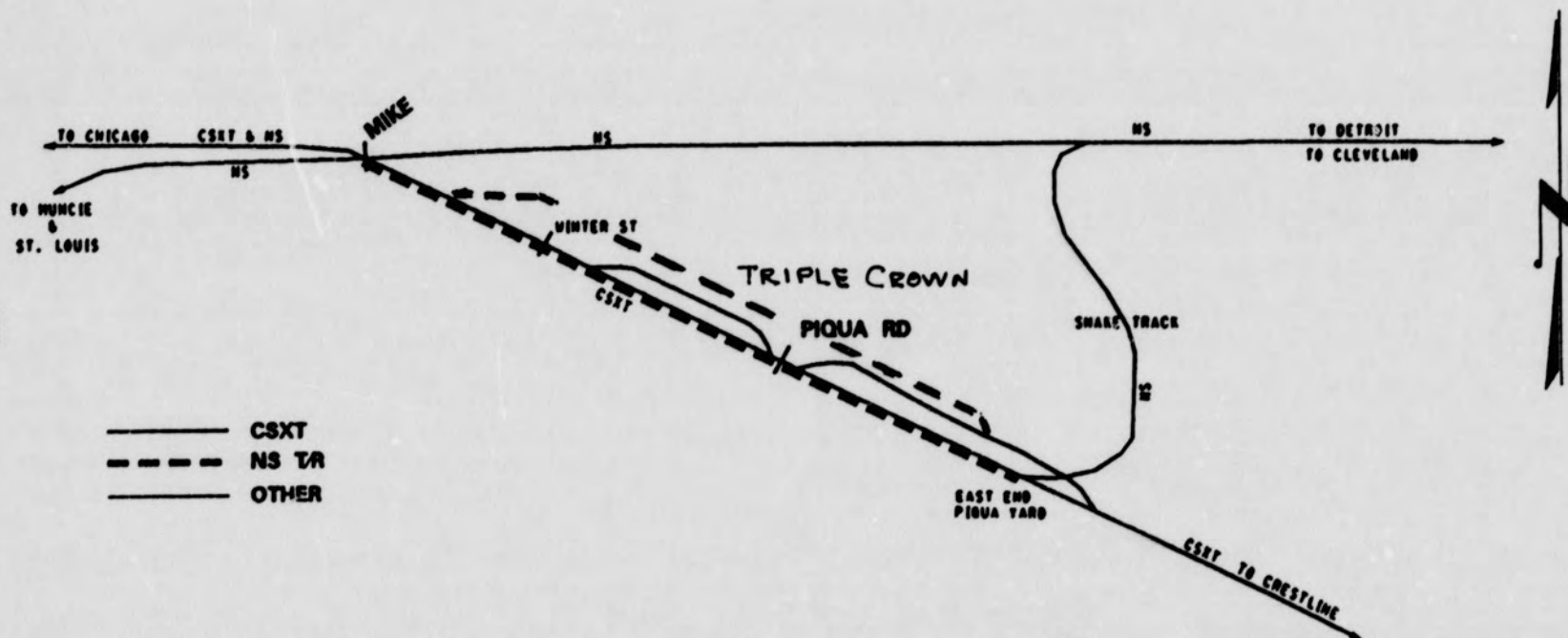
By: _____
(Title)

WITNESS: PENNSYLVANIA LINES LLC

By: _____
(Title)

TA23 (June 14, 1997)

A-7



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|------------------------------|--|---|--|
| CSX TRANSPORTATION | | ENGINEERING & MECHANICAL DEPARTMENT | |
| | | FORT WAYNE, IN. PIQUA TO MIKE (TRIPLE CROWN) PROPOSED TR, NS OVER CSXT | |
| REVISIONS | | DIVISION SCALE: AS SHOWN DATE: 5/17/97 DRAWN: RDM/H.E.R. CHECKED: | SUBDIVISION VAL. SEC. DRAWING NO. IN03 SHEET 1 OF 1 |

FORM A

TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grants to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad owned by NYC and operated by CSXT (hereinafter referred to as "Subject Trackage"):

The Indianapolis Line owned by NYC and operated by CSXT between the connection of the parties at Muncie, Indiana at or near Milepost 230.0 and Belt Junction, in Indianapolis, Indiana at or near Milepost 280.1, including the Anderson, Indiana Loop Track between CP 246 and

CP 247, a distance of approximately 50.8 miles (16.5 miles between Muncie and Anderson and 34.3 miles between Anderson and Belt Junction); the Belt East Side Running Track owned by NYC and operated by CSXT between the connection with the Indianapolis Line at Belt Junction at or near Milepost 12.1 and the connection with the Indianapolis Belt Secondary at Eastside Junction at or near Milepost 11.4, a distance of approximately 0.7 miles; and the Indianapolis Belt Secondary owned by NYC and operated by CSXT between the connection with the Belt East Side Running Track at Eastside Junction at or near Milepost 11.4 and the entrance to Hawthorne Yard at or near Milepost 8.9, a distance of approximately 2.5 miles; for a total distance of approximately 54.0 miles, as marked on Drawing No. IN07, sheets 1 and 2, attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of NSR using same for bridge traffic only between Muncie and Indianapolis and between Anderson and Indianapolis, including access into Hawthorne Yard. NSR shall not have the right of ingress and egress of the Marion Branch operated by NSR at Anderson, to and from Muncie. The rights herein granted shall include the right for NSR to connect with Indiana Rail Road Company at Hawthorne Yard.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by

NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge").

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type code "S566" would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit

the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date") and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i)

termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

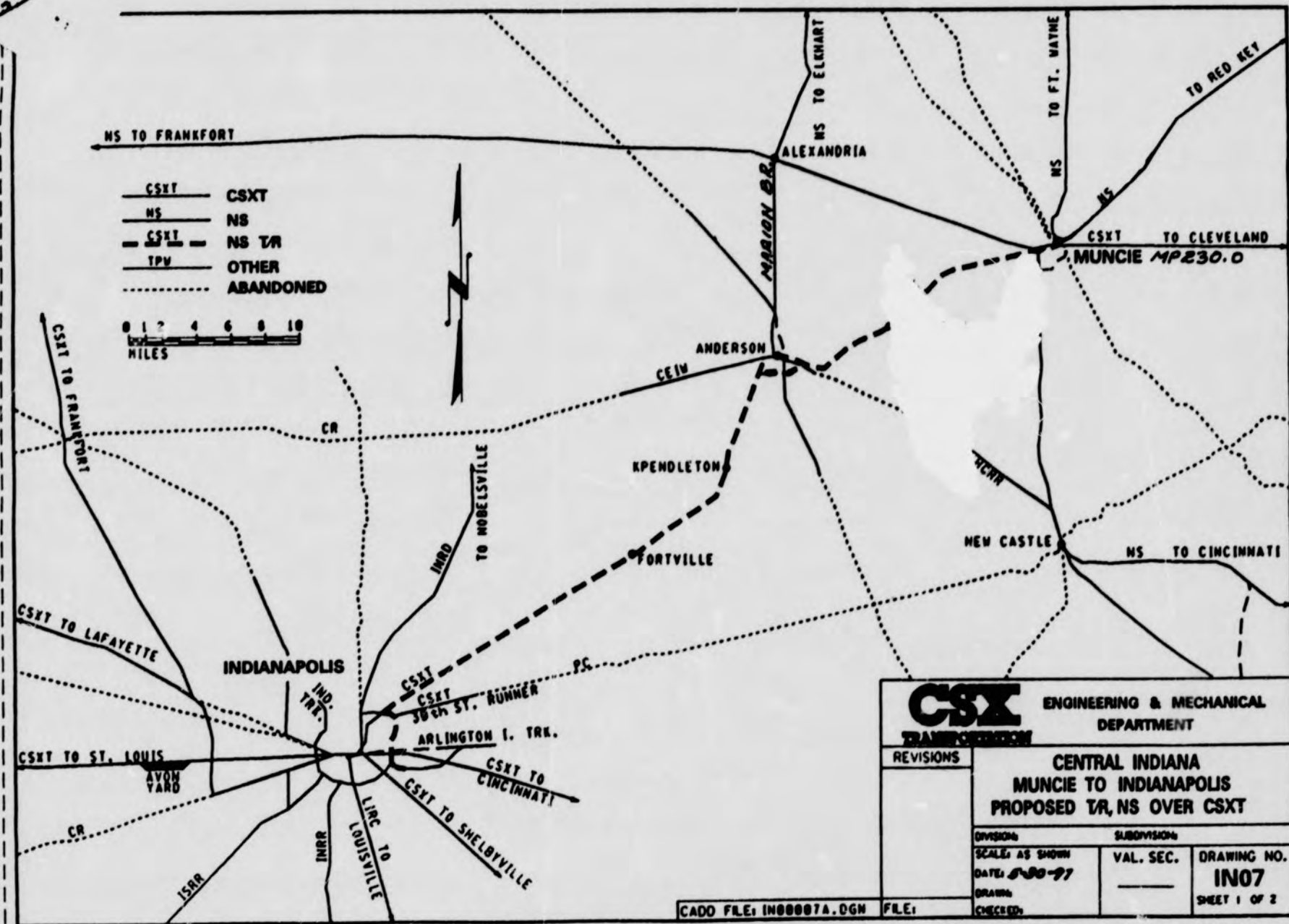
By: _____
(Title)

WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

TA24 (June 14, 1997)


CSX
 TRANSPORTATION

 ENGINEERING & MECHANICAL
 DEPARTMENT

REVISIONS

**CENTRAL INDIANA
 MUNCIE TO INDIANAPOLIS
 PROPOSED TR, NS OVER CSXT**

DIVISION

SUBDIVISION

SCALE: AS SHOWN

VAL. SEC.

DRAWING NO.

DATE: 5-30-97

IN07

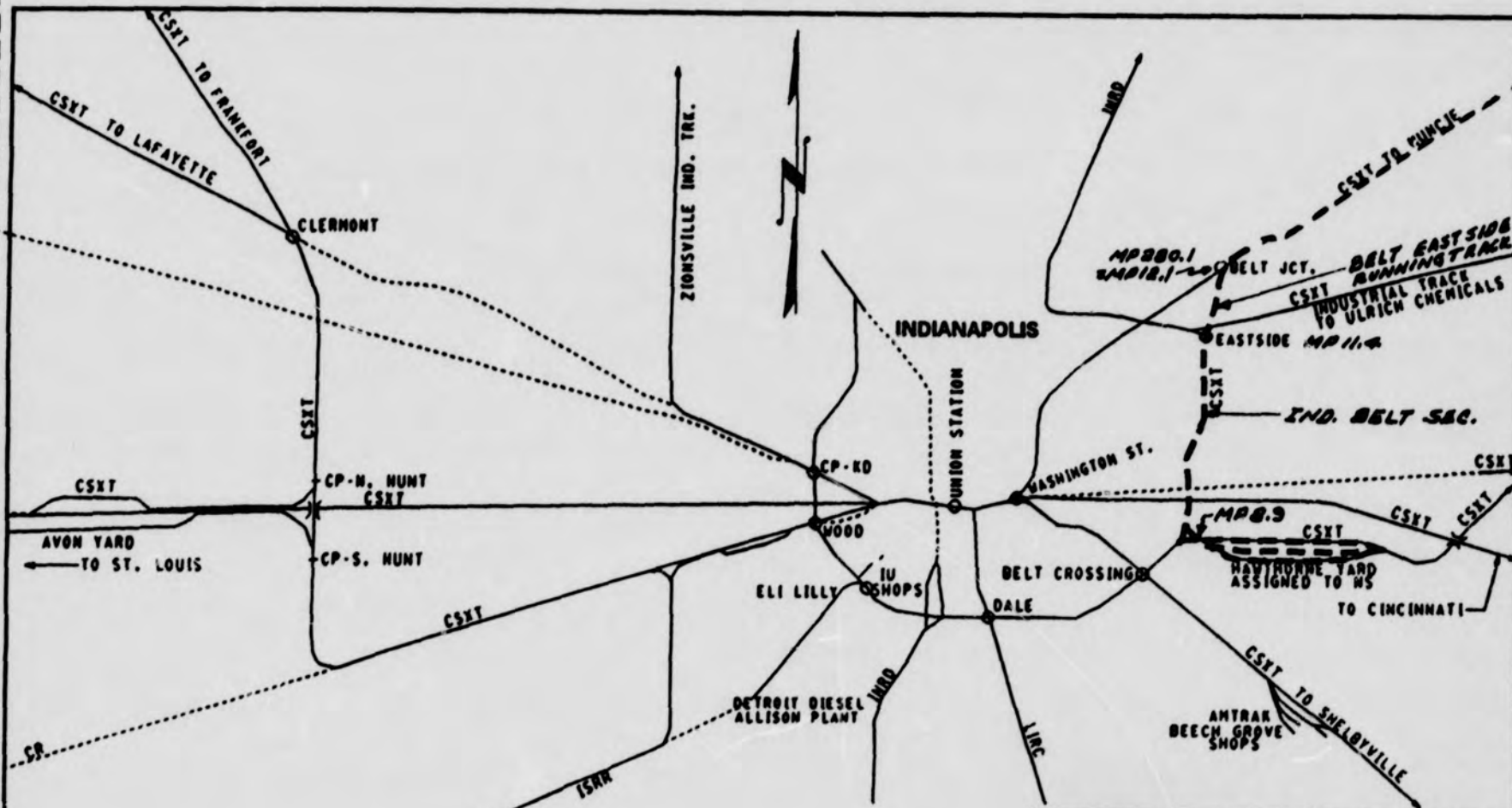
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SHEET 1 OF 2

CHECKED

CADD FILE: IN00007A.DGN

FILE:



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| CSXT | CSXT |
| NS | NS |
| CSXT | NS TR |
| TPW | OTHER |
| ----- | ABANDONED |

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MILES

CSX
TRANSPORTATION

ENGINEERING & MECHANICAL
DEPARTMENT

REVISIONS

INDIANAPOLIS, IN
LOCAL DETAILS
PROPOSED TR, NS OVER CSXT

DIVISION

SUBDIVISION

SCALE: AS SHOWN

VAL. SEC.

DRAWING NO.

DATE: 8-30-97

IN07

DRAWN

SHEET 2 OF 2

CHECKED

CADD FILE: IN000070.DGN FILE:

FORM A

TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grants to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad owned by NYC and operated by CSXT (hereinafter referred to as "Subject Trackage"):

CSXT's former Toledo Terminal Railroad, between the connection of the parties at NS Connection at or near Milepost CTT 5-¹/₂, and end of former Toledo Terminal Railroad at Bates at or near Milepost CTT 16.4, a distance of approximately 15 miles, as marked on the attached

Drawing No. OH11 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of NSR using same for bridge traffic only between the endpoints of Subject Trackage and NSR shall not perform any local freight service whatsoever at any point located on Subject Trackage.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge").

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type code "S566" would equate to a five (5) car count as these type cars have five (5)

wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by calculating the percent of increase or decrease in the index for the

latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date of such approval following the expiration of any time periods required

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by the issuance of labor notices by CSXT ("Effective Date") and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release either party hereto from any obligations assumed or from any liability

which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

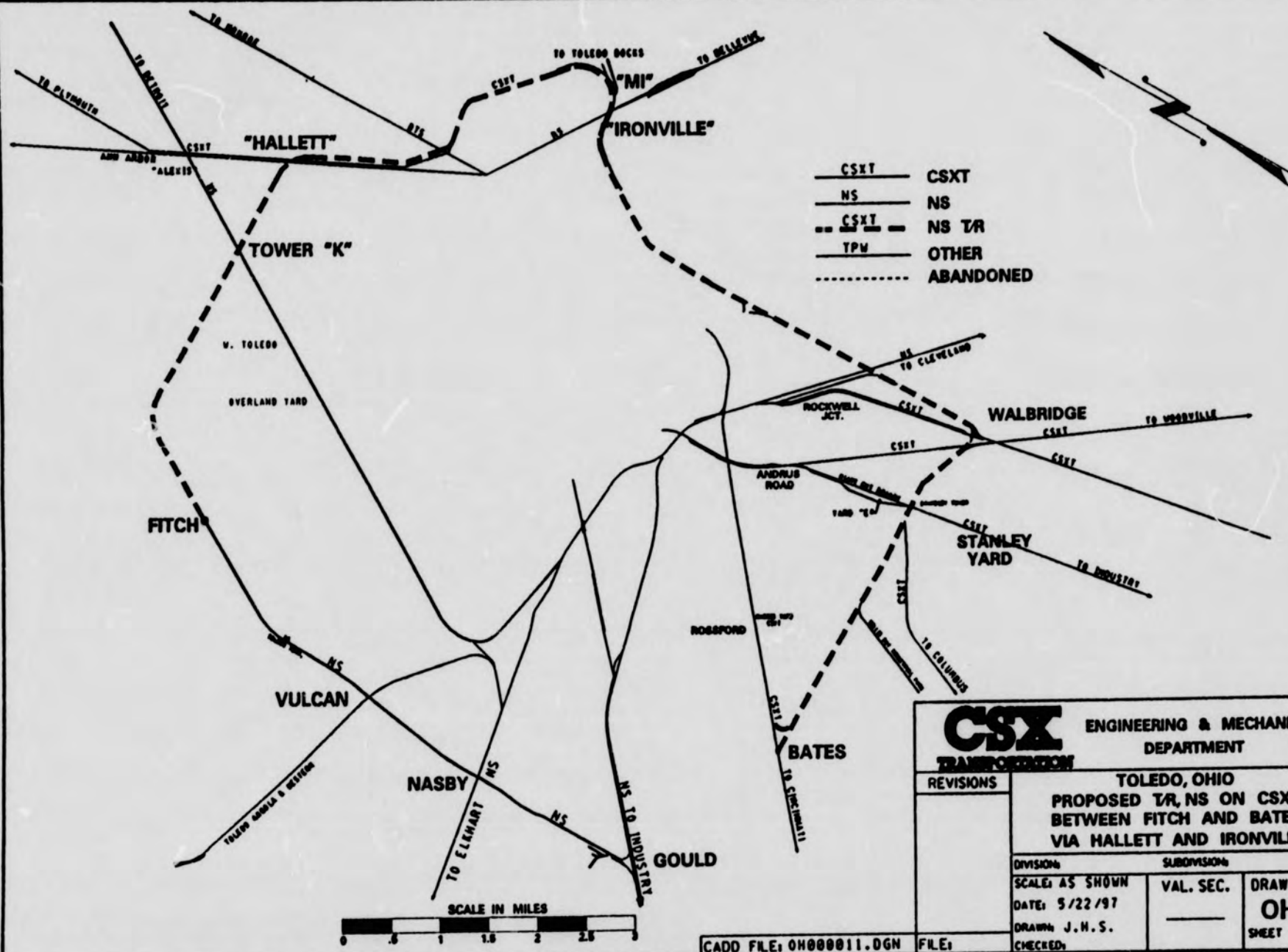
By: _____
(Title)

WITNESS:

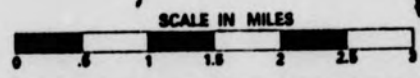
PENNSYLVANIA LINES LLC

By: _____
(Title)

TA26 (June 14, 1997)



| | | | | | | | | | |
|--|--|--|--|--|--|--|--|---|--|
| | | ENGINEERING & MECHANICAL DEPARTMENT | | | | | | | |
| | | TOLEDO, OHIO | | | | | | | |
| REVISIONS <table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table> | | | | | | | | PROPOSED TR, NS ON CSXT BETWEEN FITCH AND BATES VIA HALLETT AND IRONVILLE | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| DIVISION: SCALE: AS SHOWN DATE: 5/22/97 DRAWN: J.H.S. | | SUBDIVISION: VAL. SEC. _____ CHECKED: _____ | | | | | | | |
| CADD FILE: 0H000011.DGN | | DRAWING NO. OH11 SHEET OF _____ | | | | | | | |



FORM A

TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grant to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad owned by NYC and operated by CSXT (hereinafter referred to as "Subject Trackage"):

Between the connection of NYC with the Allegheny and Eastern Railway (ALY) in the vicinity of Wallace Street, at or near Milepost 86.0, and connection of the parties in the vicinity of Downing Avenue, at or near Milepost 84.5, both in Erie, Pennsylvania a distance of approximately 1.5 miles, as marked on the drawing attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

(a) The Trackage Rights herein granted are granted for the sole purpose of NSR using same for bridge traffic only between the endpoints of Subject Trackage and shall be limited to traffic moving between NSR's route from Corry, PA and NSR's existing Buffalo-Cleveland line. NSR shall not perform any local freight service whatsoever at any point located on Subject Trackage.

(b) All movements of NSR hereunder shall be restricted to side and yard trackage of NYC as directed by CSXT's Erie Yardmaster or designated local operating officer in charge. At no time shall NSR's trains be authorized to occupy the main tracks of NYC Buffalo-Cleveland Line between the terminal of the subject trackage. As necessary, NSR shall construct at its expense, such additional trackage as may be required to provide a continuous route via yard and side trackage.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge").

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type code "S566" would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date") and shall

remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum
to the Master Agreement between the parties dated _____,
19 ____ to be duly executed as of the date first above written.

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

(TA04 June 14, 1997)

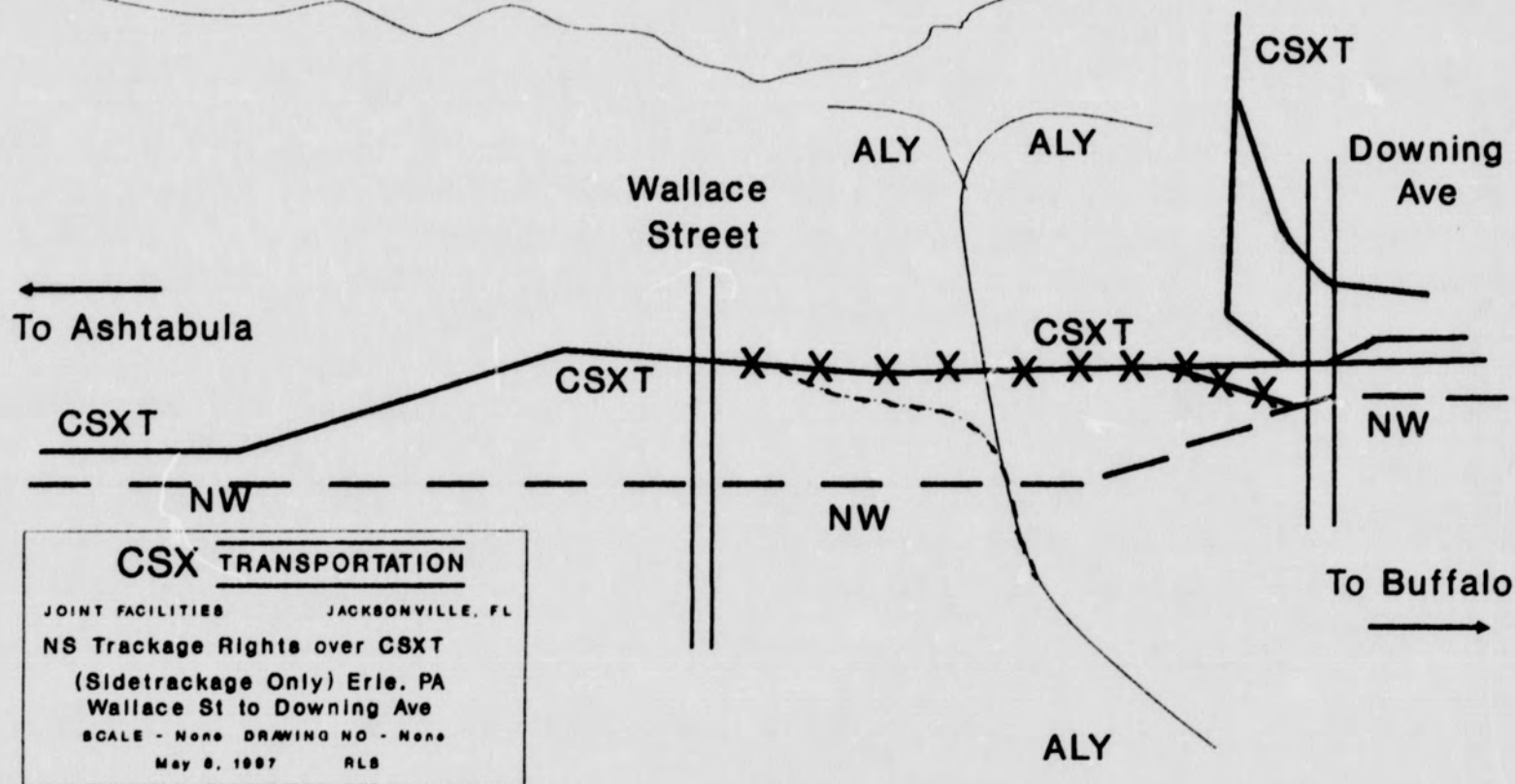
(A)

ERIE, PA ERIE COUNTY

EXHIBIT A



LAKE ERIE



FORM A

TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and among NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter referred to as "CSXT"), PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), hereby incorporate by reference an addendum to the Master Trackage Rights Agreement among NYC, CSXT and NSR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NYC, as owner, and CSXT, as operator, hereby grant to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad owned by NYC and operated by CSXT (hereinafter referred to as "Subject Trackage"):

Between CSXT's Short Line Subdivision Main Track and CSXT's Parma Yard adjacent to General Motors Corporation, located at Parma (near Cleveland), Ohio a distance of approximately 1.5 miles as marked on Drawing No. OH12 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of NSR to serve, via CSXT switch only, General Motors Corporation at Parma, Ohio. CSXT will deliver NSR's traffic to General Motors Corporation under a separate switching agreement between the parties. NSR movements over the Subject Trackage shall be limited to overhead movements only.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge".

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type code "S566"

would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by

calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date

of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date") and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) and the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the CSXT Operating Agreement (including any renewals thereof); provided, however, that upon termination of the NSR Operating Agreement, the rights, benefits, duties and obligations running from or to NSR under this Agreement shall run from or to PRR and upon termination of the CSXT Operating Agreement, the rights, benefits, duties and obligations running from or to CSXT under this Agreement shall run from or to NYC.

(c) Termination of this Addendum shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS

NEW YORK CENTRAL LLC

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

TA25 (June 14, 1997)

**MASTER
TRACKAGE RIGHTS
AGREEMENT**

THIS AGREEMENT, entered into as of this ____ day of _____ 19__, by and among CSX TRANSPORTATION, INC., a Virginia corporation, (hereinafter referred to as "CSXT"), NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR") and Pennsylvania Lines LLC, a Delaware limited liability company (hereinafter referred to as "PRR").;

WITNESSETH:

WHEREAS, CSX Corporation ("CSX"), parent to CSXT, and Norfolk Southern Corporation ("NSC"), parent to NSR, have entered into a Transaction Agreement (the "Transaction Agreement") between themselves; CSXT, a wholly-owned subsidiary of CSX; NSR; Conrail, Inc. ("CRR"); Consolidated Railroad Corporation ("CRC"), a wholly-owned subsidiary of CRR; and CRR Holdings LLC; and

WHEREAS, CSX and NSC have indirectly acquired all the outstanding capital stock of CRR; and

WHEREAS, pursuant to the Transaction Agreement, certain assets of CRC have been allocated to NYC, which is a wholly-owned subsidiary of CRC, to be operated by CSXT under the terms of an Allocated Assets Operating Agreement (the "CSXT Operating Agreement") between NYC and CSXT; and

WHEREAS, pursuant to the Transaction Agreement, certain assets of CRC have been allocated to PRR, which is a wholly-owned subsidiary of CRC, to be operated by NSR under the terms of an Allocated Assets Operating Agreement (the "NSR Operating Agreement") between PRR and NSR;

WHEREAS, under the terms and conditions of the Transaction Agreement, the parties hereto have agreed to grant to each other various trackage rights over the respective lines of railroad operated by each of the parties; and in the interest of economy and efficiency of operations, the parties hereto desire to enter into a master agreement to cover various trackage rights arrangements granted to NSR over the lines of railroad owned by CSXT; and

WHEREAS, the parties hereto intend to enter into separate addendum to this Agreement, identifying respective segments, specific conditions and/or restrictions;

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

ARTICLE 1. GRANT OF TRACKAGE RIGHTS

Subject to the terms and conditions herein provided, CSXT hereby grant to NSR the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as the "Trackage Rights") over the lines of railroad owned by CSXT hereinafter referred to as "Subject Trackage", upon execution of the "Form A - Trackage Rights Addendum" identifying specific trackage rights arrangements and relevant provisions to be attached hereto and made a part hereof.

ARTICLE 2. USE OF SUBJECT TRACKAGE

- (a) NSR's use of the Subject Trackage shall be in common with CSXT and any other user of the Subject Trackage, and CSXT's right to use the Subject Trackage shall not be diminished by this Agreement. CSXT shall retain the exclusive right to grant to other persons rights of any nature in the Subject Trackage.

- (b) Except as may otherwise be provided by this Agreement or provided under terms of a Form A - Trackage Rights Addendum to this Agreement, NSR shall not use any part of the Subject Trackage for the purpose of switching, storage or servicing of cars or equipment, or the making or breaking up of trains, or service to an industry, except that nothing contained herein shall, upon prior approval of CSXT, preclude the emergency use by NSR of such auxiliary tracks as may be designated by CSXT for such purposes.
- (c) Except as may otherwise be provided in this Agreement or provided under the terms of Form A - Trackage Rights Addendum to this Agreement, NSR shall have the right to enter on and exit from the Subject Trackage only at the endpoints of the Subject Trackage.
- (d) CSXT shall have exclusive control of the management and operation of the Subject Trackage. NSR shall not have any claim against CSXT for liability account of loss or damage of any kind in the event the use of the Subject Trackage by NSR is interrupted or delayed at any time from any cause.

ARTICLE 3.

MISCELLANEOUS SPECIAL PROVISIONS

- (a) When operating over the Subject Trackage, NSR's locomotives and crews will be equipped to communicate with CSXT on radio frequencies normally used by CSXT in directing train movements on the Subject Trackage.
- (b) Procedures for qualification and occupancy of the Subject Trackage will be arranged by the local supervision of each carrier. All control and usage will be subject to the approval of CSXT's representative or his designee.
- (c) Before its locomotives enter onto CSXT's trackage, NSR shall request permission from CSXT's dispatcher (or other designated representative) at Jacksonville, Florida or such other location as CSXT may designate. Further, NSR shall ascertain that said trackage is clear and shall await confirmation from said representative that such permission has been issued to allow NSR's movements on or over the Subject Trackage. Upon completing its operations and clearing the Subject Trackage, NSR will notify CSXT's designated representative that it has completed its operations and that its equipment has cleared CSXT's trackage. Once NSR has notified CSXT's representative that

it has cleared the Subject Trackage, NSR shall not reenter the Subject Trackage without again obtaining permission from CSXT's representative. NSR shall provide and maintain at its expense all communication facilities needed and as may be required by CSXT to permit NSR to use the Subject Trackage.

ARTICLE 4. PAYMENT OF BILLS

- (a) All payments called for under this Agreement shall be made by NSR within thirty (30) days after the date of the bills therefor. No payments shall be withheld because of any dispute as to the correctness of items in the bills rendered, and any discrepancies reconciled between the parties hereto shall be adjusted in the accounts of a subsequent month. The records of each party hereto, insofar as they pertain to matters covered by this Agreement, shall be open at all reasonable times to inspection by the other party for a period of three (3) years from the date of billing.

- (b) Bills rendered pursuant to the provisions of this Agreement, other than those set forth in Section 3 of Form A - Trackage Rights Addendum, shall include direct labor and material

costs, together with the surcharges, overhead percentages and equipment rentals as specified by CSXT at the time any work is performed by CSXT for NSR or shall include actual costs and expense, upon mutual agreement of the parties.

ARTICLE 5. MAINTENANCE OF SUBJECT TRACKAGE

- (a) CSXT shall maintain, repair and renew the Subject Trackage with its own supervision and labor. CSXT shall keep and maintain the Subject Trackage in reasonably good condition for the use herein contemplated, but CSXT does not guarantee the condition of the Subject Trackage or that operations thereover will not be interrupted. CSXT shall take all reasonable steps to ensure that any interruptions will be kept to a minimum. Furthermore, except as may be otherwise provided in Article 11, NSR shall not by reason of failure or neglect on the part of CSXT to maintain, repair or renew the Subject Trackage, have or make any claim or demand against CSXT or its parent corporation, subsidiaries or affiliates, or their respective directors, officers, agents or employees for any injury to or death of any person or persons whomsoever, or for any damage to or loss or destruction of any property whatsoever, or for any damages of any nature suffered by NSR resulting from any such failure or neglect.

- (b) CSXT shall perform, at the expense of NSR, such additional maintenance as NSR may reasonably require or request.

ARTICLE 6. CONSTRUCTION AND MAINTENANCE OF CONNECTIONS

- (a) Existing connections or facilities which are jointly used by the parties hereto under existing agreements shall continue to be maintained, repaired and renewed by and at the expense of the party or parties responsible for such maintenance, repair and renewal under such agreements.
- (b) If, in the opinion of NSR, 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 NSR, other upgrading, including but not limited to switches, power switches, signals, communications, etc., is required for operational efficiency, then CSXT will, subject to its own operational needs, cooperate and NSR will be responsible for funding that construction/upgrading at actual cost or a cost mutually agreed to by CSXT and NSR. Such construction/upgrading shall be progressed as follows:
 - (i) NSR or others shall furnish all labor and material and shall construct such portions of the tracks located on

the right-of-way of NSR or others which connect the respective lines of the parties hereto.

- (ii) CSXT shall furnish all labor and material and shall construct such portions of the tracks located on the right-of-way operated by CSXT which connect the respective lines of the parties hereto. Upon termination of this Agreement. CSXT may at its option remove any portion of trackage and appurtenances located on right-of-way, constructed as a result of this Article, at the sole cost and expense of NSR. The salvage material removed shall be released to NSR or, as otherwise agreed upon, CSXT will credit NSR the current fair market value for said salvage.
- (iii) CSXT will maintain, repair and renew the constructed/ upgraded portions of the tracks located on the right of way operated by CSXT which connect the respective lines of the parties hereto at the sole cost and expense of NSR.

ARTICLE 7. ADDITIONS, RETIREMENTS AND ALTERATIONS

- (a) CSXT, from time to time and at its sole cost and expense, may make changes in, additions and betterments to or

retirements from the Subject Trackage as shall, in its judgment, be necessary or desirable for the economical or safe operation thereof or as shall be required by any law, rule, regulation, or ordinance promulgated by any governmental body having jurisdiction. Such additions and betterments shall become a part of the Subject Trackage and such retirements shall be excluded from the Subject Trackage.

- (b) If the parties agree that changes in or additions and betterments to the Subject Trackage, including changes in communication or signal facilities, are required to accommodate NSR's operations beyond that required by CSXT to accommodate its operations, CSXT shall construct the additional or altered facilities and NSR shall pay to CSXT the cost thereof, including the annual expense of maintaining, repairing and renewing such additional or altered facilities.

ARTICLE 8. MANAGEMENT AND OPERATIONS

- (a) NSR shall comply with the provisions of the Federal Locomotive Inspection Act and the Federal Safety Appliance Act, as amended, and any other federal and state and local

laws, regulations and rules respecting the operation, condition, inspection and safety of its trains, locomotives, cars and equipment while such trains, locomotives, cars, and equipment are being operated over the Subject Trackage. NSR shall indemnify, protect, defend, and save harmless CSXT and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents and employees from and against all fines, penalties and liabilities imposed upon CSXT or its parent corporation, subsidiaries or affiliates, or their respective directors, officers, agents and employees under such laws, rules, and regulations by any public authority or court having jurisdiction in the premises, when attributable solely to the failure of NSR to comply with its obligations in this regard.

- (b) NSR in its use of the Subject Trackage shall comply in all respects with the safety rules, operating rules and other regulations of CSXT, and the movement of NSR's trains, locomotives, cars, and equipment over the Subject Trackage shall at all times be subject to the orders of the transportation officers of CSXT. NSR's trains shall not include locomotives, cars or equipment which exceed the width, height, weight or other restrictions or capacities of

the Subject Trackage as published in Railway Line Clearances, and no train shall contain locomotives, cars or equipment which require speed restrictions or other movement restrictions below the maximum authorized freight speeds as provided by CSXT's operating rules and regulations without the prior consent of CSXT.

(c) NSR shall make such arrangements with CSXT as may be required to have all of its employees who shall operate its trains, locomotives, cars and equipment over the Subject Trackage qualified for operation thereover, and NSR shall pay to CSXT, upon receipt of bills therefor, any cost incurred by CSXT in connection with the qualification of such employees of NSR, as well as the cost of pilots furnished by CSXT, until such time as such employees are deemed by the appropriate examining officer of CSXT to be properly qualified for operation as herein contemplated.

(d) In the event of any investigation or hearing concerning the violation of any operating rule or practice by NSR's employees while on the Subject Trackage, NSR shall be notified in advance of any such investigation or hearing, and such investigation or hearing may be attended by any official designated by NSR, and any such investigation or

hearing shall be conducted in accordance with the collective bargaining agreements, if any, that pertain to NSR's employee or employees required to attend such hearings.

- (e) CSXT shall have the right to exclude from the Subject Trackage any employee of NSR determined by the above, to be in violation of CSXT's rules, regulations, orders, practices, or instructions issued by CSXT's Timetable or otherwise. NSR shall release, indemnify, defend, and save harmless CSXT and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents and employees from and against any and all claims and expenses resulting from such exclusion.
- (f) The trains, locomotives, cars and equipment of NSR, CSXT, and any other present or future user of the Subject Trackage or any portion thereof, shall be operated without prejudice or partiality to either party and in such manner as will afford the most economical and efficient movement of all traffic.
- (g) In the event that a train of NSR shall be forced to stop on the Subject Trackage, due to mechanical failure of NSR's equipment, or any other cause not resulting from an accident

or derailment, and such train is unable to proceed, or if a train of NSR fails to maintain the speed required by CSXT on the Subject Trackage, or if in emergencies, crippled or otherwise defective cars are set out of NSR's trains on the Subject Trackage, CSXT shall have the option to furnish motive power or such other assistance as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off the Subject Trackage, and NSR shall reimburse CSXT for the cost of rendering any such assistance.

- (h) If it becomes necessary to make repairs to or adjust or transfer the lading of such crippled or defective cars in order to move them off the Subject Trackage, such work shall be done by CSXT, and NSR shall reimburse CSXT for the cost thereof.
- (i) In the event CSXT and NSR agree that CSXT should retain employees or provide additional employees for the sole benefit of NSR, the parties hereto shall enter into a separate agreement under which NSR shall bear all cost and expense for any such retained or additional employees provided, including without limitation all cost and expense associated with labor protective payments which are made by

CSXT and which would not have been incurred had the retained or additional employees not been provided.

ARTICLE 9. MILEAGE AND CAR HIRE

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

ARTICLE 10. CLEARING OF WRECKS

Whenever NSR's use of the Subject Trackage requires rerailing, wrecking service or wrecking train service, CSXT shall perform or provide such service, including the repair and restoration of roadbed, track and structures. The cost, liability and expense of the foregoing, including without limitation loss of, damage to, or destruction of any property whatsoever and injury to and death of any person or persons whomsoever or any damage to or destruction of the environment whatsoever, including without limitation land, air, water, wildlife, and vegetation, resulting therefrom, shall be apportioned in accordance with the provisions of Article 11 hereof. All locomotives, cars, and equipment and salvage from the same so picked up and removed which is owned by or under the management and control of or used by NSR at the time of such wreck, shall be promptly delivered to NSR.

ARTICLE 11. LIABILITY

For the purpose of this Article 11, the term "Damage" means all assessments, losses, damages, liabilities, costs and expenses, including without limitation interest, penalties and attorneys' and consultants' fees. For the purpose of this Article 11, the term "Railroad Consequential Damages" means consequential, indirect, incidental or other similar damage, injury or loss to either NSR or CSXT. The responsibility between and among CSXT and NSR for all Damage arising out of, incidental to or occurring in connection with this Agreement shall be apportioned as follows:

- (a) Sole Responsibility: Subject to Article 11(e), each party shall assume and bear all responsibility for Damage to or resulting from its own trains, locomotives and equipment, including but not limited to Railcars and lading in its possession or being handled for its account, and for the death of or injury to its own employees.
- (b) NSR and CSXT Responsibility: Subject to Article 11(e), the parties shall jointly and equally (50% NSR and 50% CSXT) assume and bear all responsibility for all

Damage, other than Damage which is subject to Article 11(a).

(c) Process: Each party shall be responsible for the payment, handling, administration and disposition of all Damage for which it bears exclusive responsibility under Article 11(a), and both parties shall have joint responsibility for the payment, handling, administration and disposition of all Damage for which they are jointly responsible under Article 11(b). In assigning joint responsibility to both parties, it is not the intent of this Agreement that the parties will actually act jointly, but rather that the parties will agree between themselves on the most practical and efficient arrangement for handling, administering, and disposing of Damage for which they bear joint responsibility, with the objective of eliminating unnecessary duplication of effort and minimizing overall costs.

(d) Indemnification: Each party to this Agreement covenants and agrees to (i) fully indemnify and save harmless the other parties to this Agreement from and against any payments which are the responsibility of

such party under this Agreement, and all expenses, including attorney's fees and expenses, and other expenses of any court or regulatory proceeding, incurred by such other parties in defending any claim for which they are liable, and (ii) defend such other parties against such claims with counsel selected by such party and reasonably acceptable to such other parties.

- (e) Limitation: Articles 11(a) and (b) shall apply only to the amount of Damage resulting from a single incident which is \$25 million or less. Responsibility for Damages resulting from a single incident which exceeds \$25 million shall be allocated to the extent of such excess to CSXT and NSR in proportion to their respective fault or negligence in causing such Damage, subject to the following rules: (1) the total amount of Damage for which each party would otherwise be responsible under Article 11 (a) and (b) shall be determined, on a comparative percentage basis; (2) for each party, multiply \$25 million by the comparative percentage determined for that party in Article 11(e) (1); (3) the Damage for which each party is responsible in excess of the amount determined in

Article 11(e) (2) shall be allocated between or among CSXT and NSR in proportion to their respective fault or negligence in causing the Damage. As sued in this Article 11(e) only, the term "Damage" shall exclude Railroad Consequential Damages (which are always borne by the railroad which sustained them) and claims for exemplary and punitive Damages by any party hereto on its own behalf against another party hereto. By way of example, if Damage from a single incident were \$100 million, of which CSXT would be responsible for \$80 million under Article 11(a) and (b) and NSR would be responsible for \$20 million under Article 11(a) and (b), CSXT would be responsible for \$20 million and NSR would be responsible for \$5 million of such Damage under Article 11(e) (1), and the remaining \$75 million of Damage would be apportioned between or among CSXT and NSR in proportion tot heir respective fault or negligence in causing the Damage. Any dispute between or among the parties hereto in computing the comparative percentage, in determining their respective fault or negligence in causing the Damage or otherwise relating tot heir respective responsibilities for Damage arising out of, incidental to or occurring in connection with any such incident, including any Damage

exceeding \$25 million, shall be submitted for resolution by binding arbitration pursuant to Article 16. The \$25 million amount referred to in this Article 11(e) may be adjusted every five years following the date of this Agreement with the prior approval of all parties, which approval may be given or refused at the sole discretion of each party.

- (f) Exceptions: Each party shall assume and bear all responsibility for Damage caused by acts or omission of any its employees while under the influence of drugs or alcohol and Article 11(b) and (e) shall not apply to any such Damage.

ARTICLE 12. CLAIMS

- (a) The parties shall agree between themselves on the most fair, practical and efficient arrangements for handling and administering freight loss and damage claims with the intent that (i) each party shall be responsible for losses occurring to lading in its possession for the account of such party and (ii) the parties shall follow relevant AAR rules and formulas in providing for the allocation of losses which are either of undetermined origin or in Railcars

handled in interline service by or for the account of both parties.

- (b) Each party shall indemnify and hold harmless the other party against any and all costs and payments, including benefits, allowances, and arbitration, administrative and litigation expenses, arising out of claims or grievances made by or on behalf of or lawsuits brought by or on behalf of its own employees or their collective bargaining representatives, either pursuant to employee protective conditions imposed by a governmental agency upon the agency's approval or exemption of this Agreement and operations hereunder or pursuant to a collective bargaining agreement. It is the parties' intention that each party shall bear the full costs of protection of its own employees under employee protective conditions that may be imposed, and of grievances filed by its own employees arising under its collective bargaining agreements with its employees.

ARTICLE 13. DEFAULT AND TERMINATION

- (a) In the event of any substantial failure on the part of NSR to perform its obligations provided under the terms of a Form A - Trackage Rights Addendum to this Agreement and its

continuance in such default for a period of sixty (60) days after written notice thereof by certified mail from CSXT, CSXT shall have the right at its option, after first giving thirty (30) days written notice thereof by certified mail, and notwithstanding any waiver by CSXT of any prior breach thereof, to terminate the Trackage Rights and NSR's use of the Subject Trackage as granted by the respective Form A - Trackage Rights Addendum. The exercise of such right by CSXT shall not impair its rights under this Agreement or any cause or causes of action it may have against NSR for the recovery of damages. Upon termination of any particular Form A - Trackage Rights Addendum, this Agreement (Master Trackage Rights Agreement) and all remaining Form A - Track Rights Addenda shall remain in full force and effect.

- (b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon termination of this Agreement.

ARTICLE 14. REGULATORY APPROVAL

Both parties agree that this Agreement will be jointly submitted to the Surface Transportation Board (STB) for approval

as part of the Joint Application in Finance Docket No. 33388.

ARTICLE 15. ABANDONMENT OF SUBJECT TRACKAGE

- (a) Notwithstanding the provisions of Section 5 of Form A - Trackage Rights Addendum, CSXT shall have the right, subject to securing any necessary regulatory approval, to abandon the Subject Trackage or any portion thereof. Before filing an application for regulatory approval of such abandonment, CSXT shall give NSR ninety (90) days' advance notice in writing of its intention to do so in order that NSR may determine whether it desires to purchase the Subject Trackage (or portion thereof) or to discontinue its use thereof.
- (b) If NSR desires to purchase the Subject Trackage, it shall submit an offer of financial assistance under 49 U.S.C. Section 10904. In the event CSXT receives more than one such offer, CSXT will exercise its statutory right to negotiate with NSR rather than with the other offeror(s). Thereafter, the rights and obligations of the parties in respect to NSR's acquisition of the Subject Trackage shall be governed by applicable provisions of the law.
- (c) In any one of the circumstances listed below NSR shall be

deemed to have determined that it does not desire to purchase the Subject Trackage and that it desires to discontinue its use thereof:

- (i) NSR fails to submit an offer of financial assistance to purchase the Subject Trackage within the time prescribed by statute and applicable regulations, or
- (ii) NSR, having made an offer of financial assistance to purchase the Subject Trackage, but being unable to reach agreement with CSXT as to the sale price, fails within the statutory period to request the proper regulatory authority to establish the terms and conditions of the sale, or
- (iii) NSR, having requested the proper regulatory authority to establish the terms and conditions of sale, withdraws its offer of financial assistance, or
- (iv) NSR, having requested the proper regulatory authority to establish the terms of the sale, rejects the authority's order establishing said terms or fails to accept said terms within the time prescribed by said order.

In such event NSR shall promptly file an application with the proper regulatory authority seeking approval of the discontinuance of its operations over the Subject Trackage. If NSR does not file an application seeking approval of the discontinuance of NSR's operations over the Subject Trackage within ninety (90) days, CSXT shall be deemed to have been given NSR's power of attorney to take such action on NSR's behalf.

- (d) In the event any application filed by CSXT is granted but an application filed by NSR under Subarticle (c) above is denied by the proper regulatory authority, the parties shall cooperate in taking such action as is reasonably necessary to effect a sale of the Subject Trackage to NSR (including securing any necessary regulatory authority) for a price consistent with the principles of 49 U.S.C. Section 10904.
- (e) In the event CSXT abandons the Subject Trackage (or portion thereof) under circumstances which (because of changes in the law or otherwise) are not susceptible of handling under the procedures outlined above, the parties shall cooperate and take such action as is necessary to assure that NSR either promptly terminates its operations over the segment to be abandoned or purchases said segment at a price

consistent with the principles of 49 U.S.C. Section 10904 as interpreted on the date of this Agreement.

- (f) In the event CSXT's application for authority to abandon is denied, NSR will withdraw any application it has filed under Subarticle (c) above.
- (g) Except as otherwise expressly agreed in writing, in the event any actions taken by the parties under this Article 15 result in an obligation imposed by any competent authority on either or both parties hereto to protect the interests of affected employees, the responsibility for bearing the cost thereof shall be borne by the party which is the employer of the affected employee or employees, notwithstanding the manner in which said cost may be apportioned in any order or decision imposing the protection.

ARTICLE 16. ARBITRATION

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 30 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. Judgment upon the award rendered may be entered in any court having jurisdiction thereof, which court may award appropriate relief at law or in 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 third party, 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.

ARTICLE 17. SUCCESSORS AND ASSIGNS

- (a) Except as provided herein, 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, except to a controlled subsidiary, or in the case of NYC, to CSXT or any affiliate of CSXT.

- (b) Any party without the consent of the other party may assign all of its rights and obligations under this Agreement only to any successor in the event of a merger, consolidation, sale of all or substantially all its assets, if such assignee executes and delivers to the other party 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 relieve the assigning party from the performance and discharge of such obligations and liabilities.

ARTICLE 18. NOTICE

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

If to CSXT: Assistant Vice President-Joint Facilities
 CSX Transportation, Inc. J200
 500 Water Street
 Jacksonville, FL 32202

If to NSR: Vice President Transportation & Mechanical
 Norfolk Southern Railway Company
 Three Commercial Place
 Norfolk, VA 23510-2191

If to PRR: (To Be Furnished)

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

ARTICLE 19. GENERAL PROVISIONS

- (a) This Agreement and each and every provision hereof is for the exclusive benefit of the parties hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right of any third party to recover by way of damages or otherwise against either of the parties hereto.
- (b) This Agreement contains the entire understanding of the parties hereto and supersedes any and all oral understandings between the parties.
- (c) No term or provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing and signed by both parties to this Agreement.
- (d) All words, terms and phrases used in this Agreement shall be construed in accordance with the generally applicable definition or meaning of such words, terms and phrases in the railroad industry.
- (e) All Article headings are inserted for convenience only and shall not affect any interpretation of this Agreement.

- (f) As used in this Agreement, whenever reference is made to the trains, locomotives, cars or equipment of, or in the account of, one of the parties hereto, such expression means the trains, locomotives, cars and equipment in the possession of or operated by one of the parties and includes such trains, locomotives, cars and equipment which are owned by, leased to, or in the account of such party. Whenever such locomotives, cars or equipment are owned or leased by one party to this Agreement and are in the possession or account of the other party to this Agreement, such locomotives, cars and equipment shall be considered those of the other party under this Agreement.
- (g) This Agreement is the result of mutual negotiations of the parties hereto, neither of whom shall be considered the drafter for purposes of contract construction.
- (h) Neither party hereto may disclose the provisions of this Agreement to a third party, excluding a parent, subsidiary or affiliate company, without the written consent of the other party, except as otherwise required by law, regulation or ruling.

ARTICLE 20. INDEMNITY COVERAGE

As part of the consideration hereof, each party hereby agrees that each and all of its indemnity commitments in this Agreement in favor of the other party shall also extend to and indemnify the parent corporation, its subsidiaries and affiliates of such other party, and all of their respective directors, officers, agents and employees.

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

WITNESS

CSX TRANSPORTATION, INC.

By _____
Title

WITNESS

NORFOLK SOUTHERN RAILWAY COMPANY

By _____
Title

WITNESS

PENNSYLVANIA LINES LLC

Title

TRCRME.1 (June 17, 1997)

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and between CSX TRANSPORTATION, INC. (CSXT), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR) and PENNSYLVANIA LINES LLC (PRR) hereby incorporates by reference an addendum to the Master Trackage Rights Agreement between CSXT, NSR and PRR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

CSXT hereby grants to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad operated by CSXT (hereinafter referred to as "Subject Trackage"):

The Toledo Subdivision operated by CSXT between the connection of the parties at Erie Junction at Lima, Ohio at or near Milepost BE 129.2, and Sidney, Ohio at or near Milepost BE 96.5, a distance of approximately 32.7 miles, as marked on the attached Drawing No. OH08 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of allowing NSR to serve, via CSXT switch only, the industries located at Sidney, Ohio as listed on Exhibit "A" attached hereto and made a part hereof. CSXT will deliver NSR's traffic to the said industries under a separate switching agreement between the parties. NSR's movements between Lima and Sidney shall be limited to overhead movements to and from Sidney.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge".

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car

count for an articulated unit. For example, AAR Car Type code "S566" would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50') containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2) of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the

East District shall be used. The Current Charge shall be revised by calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date

first above written, or when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date") and shall remain in effect until the 25th anniversary of such date, and shall continue in effect thereafter unless and until terminated by NSR upon six (6) months written notice, or until termination of the Master Trackage Rights Agreement.

(b) The rights, benefits, duties and obligations running from or to NSR under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of (i) termination of this Agreement or (ii) termination of the NSR Operating Agreement (including any renewals thereof) provide that upon termination of the NSR Operating Agreement the benefits, duties and obligations running from or to NSR under Agreement shall run from or to PRR.

(c) Termination of this Addendum shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Addendum prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Master Agreement between the parties dated _____, 19 ____ to be duly executed as of the date first above written.

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

TA21 (June 14, 1997)

EXHIBIT "A"

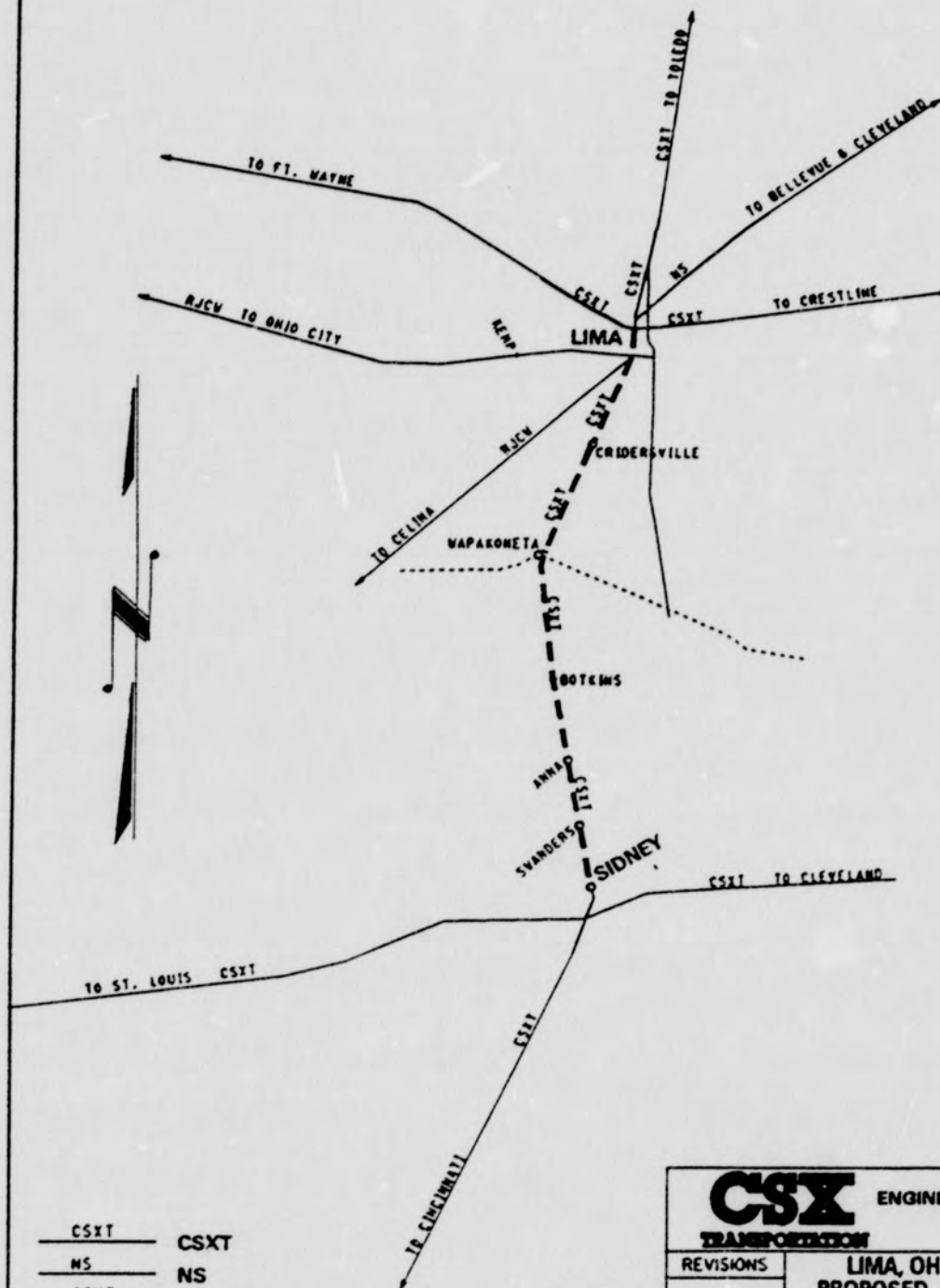
SIDNEY, OHIO - SWITCH LIST

Cargill, Inc.

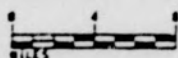
Countrymark Cooperative, Inc.

Myojo Foods

21



CSXT CSXT
 NS NS
 CSXT NS TR
 TPV OTHER
 ----- ABANDONED



CADD FILE: OH000008.DGN

FILE:

CSX
 TRANSPORTATION

ENGINEERING & MECHANICAL
 DEPARTMENT

REVISIONS

LIMA, OH TO SIDNEY, OH
 PROPOSED TR, NS OVER CSXT
 WITH SWITCHING AT
 SIDNEY CUSTOMERS

DIVISION:

SUBDIVISION:

SCALE: AS SHOWN

DATE: 5/17/97

DRAWN: KEM / M.E.R.

CHECKED:

VAL. SEC.

DRAWING NO.

OH08

SHEET 1 OF 1

FORM A

TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and between CSX TRANSPORTATION, INC. (CSXT), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), PENNSYLVANIA LINES LLC (PRR) hereby incorporates by reference an addendum to the Master Trackage Rights Agreement between CSXT, NSR and PRR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

CSXT hereby grants to NSR, subject to the terms and conditions of the referenced Master Trackage Rights Agreement, and as further governed hereinbelow, the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as "Trackage Rights") over the following segment of railroad operated by CSXT (hereinafter referred to as "Subject Trackage"):

Between the connections of two of CSXT's lines near Washington Street at or near Milepost 123.7 and at Pine at or near Milepost 122.0 in Indianapolis, Indiana, a distance of approximately 1.7 miles, as marked on Drawing No. IN09C attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of NSR using same for bridge traffic only between the endpoints of Subject Trackage and NSR shall not perform any local freight service whatsoever at any point located on Subject Trackage.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by NSR for the Trackage Rights governed by this Addendum shall be 29 cents (\$0.29) per car mile (hereinafter referred to as the "Current Charge".

(b) NSR will pay CSXT a sum computed by multiplying (i) the Current Charge, as may be revised in Section 4 of this Addendum by (ii) the number of cars (loaded and empty), locomotive and caboose units moved by NSR with its own crews and power over the Subject Trackage by (iii) the miles of Subject Trackage used. Each locomotive unit and caboose, for the purpose of this Addendum, shall be counted as one (1) car. With respect to articulated units, the number of cars shall be determined by the AAR Car Type code as defined in the UMLER Specification Manual. The second numeric in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type code "S566" would equate to a five (5) car count as these type cars have five (5) wells capable of handling forty-foot (40') to fifty-foot (50')

containers in each well. A single unit of RoadRailer® equipment (or comparable bimodal freight hauling equipment in either NSR's or CSXT's account) shall count as one-half (1/2 of a Railcar.

(c) CSXT shall on or about the fifteenth (15th) day of each month render billing to NSR for NSR's previous month's use of the Subject Trackage computed in accordance with the terms and conditions of this Addendum.

SECTION 4. REVISION OF CURRENT CHARGE:

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.

(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("AAR"). In making such determination, the Final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge shall be revised by calculating the percent of increase or decrease in the index for the latest calendar year as related to the index for the previous calendar

year and applying that percentage to the Current Charge.

(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration under terms of Article 16 of the Master Trackage Rights Agreement.

(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Addendum, and the parties shall continue to be bound by the terms of compensation provided in this Addendum until the matter is settled or submitted to binding arbitration.

SECTION 5. TERM AND TERMINATION:

(a) This Addendum shall become effective the latter of the date first above written, or when regulatory approval is received, the date of such approval following the expiration of any time periods required by the issuance of labor notices by CSXT ("Effective Date") and shall remain in effect until the 25th anniversary of such date, and shall