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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) 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.

(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

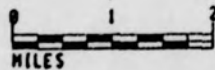
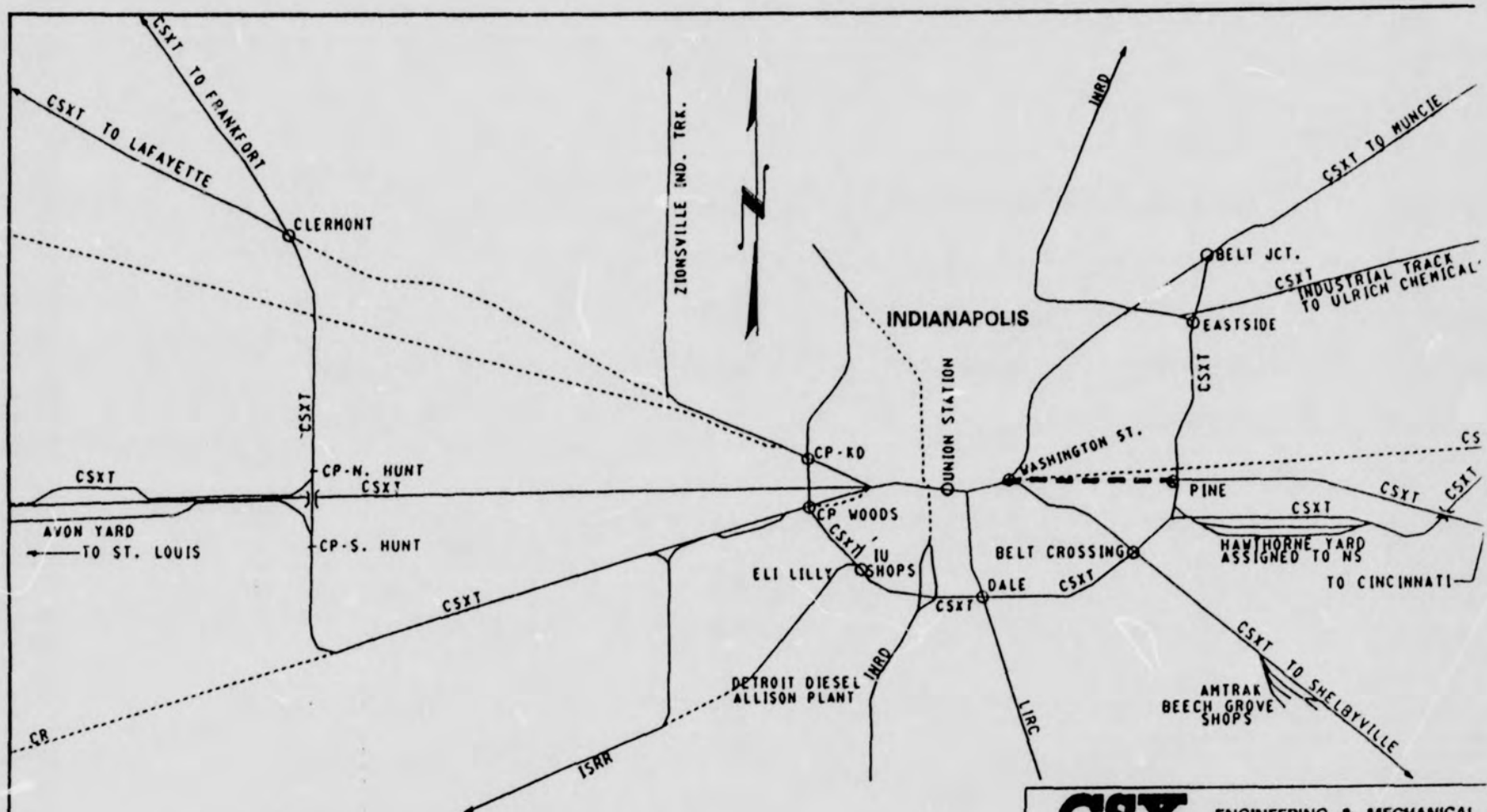
By: _____
(Title)

WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

TA06.C (June 15, 1997)



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

CSX
TRANSPORTATION

ENGINEERING & MECHANICAL
DEPARTMENT

REVISIONS

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

DIVISION

SUBDIVISION

SCALE: AS SHOWN

VAL. SEC.

DRAWING NO.

DATE

IN09C

DRAWN

SHEET 1 OF 1

CHECKED

CADD FILE: IN00009C1.DGN FILE:

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"):

Parsons Yard and Columbus Subdivision operated by CSXT between the connection of CSXT with the Watkins-Parsons Transfer Track near CH Cabin at the south end of CSXT's Parsons Yard, at or near Milepost CJ 71.5, and connection of the parties at LM Cabin (Scioto) at or near Milepost CK 2.5, both in Columbus, Ohio a distance of approximately 5 miles, as marked on the Drawing No. OH05 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) 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.

(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)

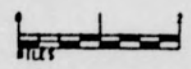
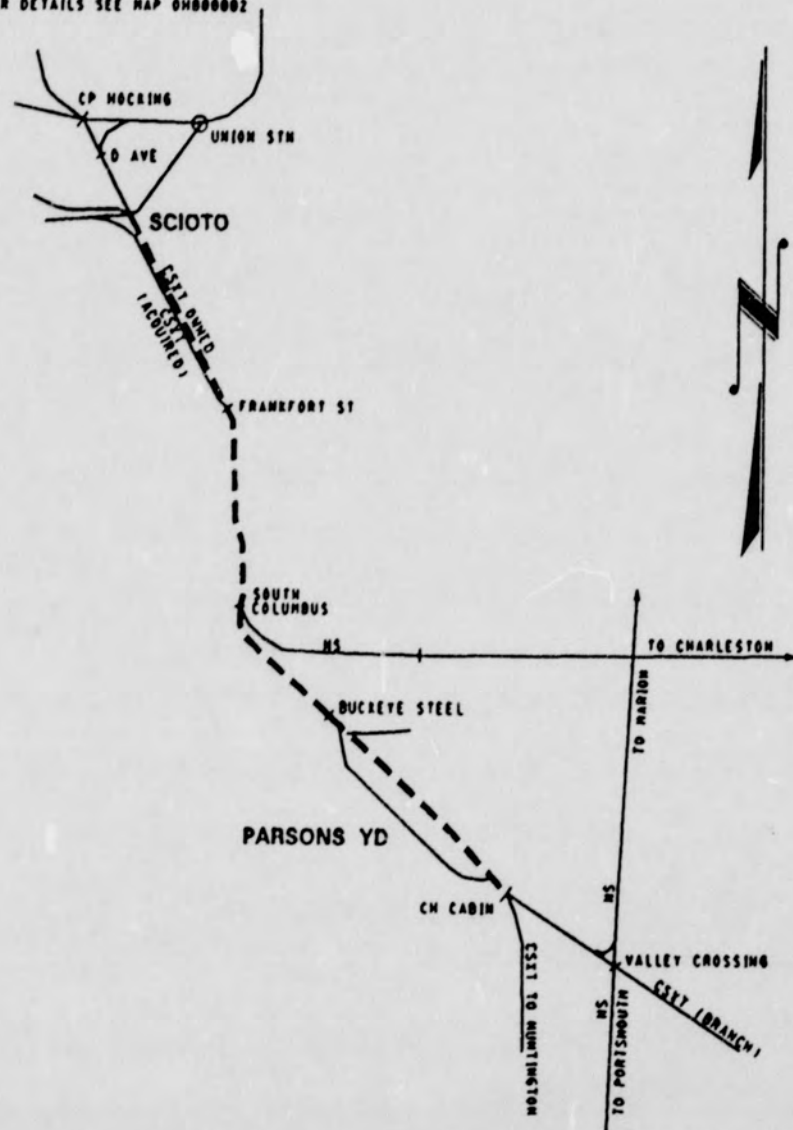
WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

TA19 (June 15, 1997)

FOR DETAILS SEE MAP OH000002



CSXT	CSXT
NS	NS
CSXT	NS T/R
TPW	OTHER
-----	ABANDONED

CSX TRANSPORTATION		ENGINEERING & MECHANICAL DEPARTMENT	
		COLUMBUS, OHIO	
REVISIONS		SCIOTO TO PARSONS PROPOSED T/R, NS OVER CSXT	
DIVISION		SUBDIVISION	
SCALE: AS SHOWN		VAL. SEC.	
DATE: 9/17/97		DRAWING NO. OH05	
DRAWN: KEM / M.E.R.		SHEET 1 OF 1	
CHECKED:			

CADD FILE: oh000005.dgn

FILE:

**MASTER
TRACKAGE RIGHTS
AGREEMENT**

THIS AGREEMENT, entered into as of this ____ day of _____ 19__, by and among THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, an Illinois corporation, (hereinafter referred to as "BOCT"), NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, including its subsidiaries and affiliates (hereinafter referred to as "NSR"), Pennsylvania Lines LLC, a Delaware limited liability company (hereinafter referred to as "PRR");

WITNESSETH:

WHEREAS, CSX Corporation ("CSX"), parent to BOCT, and Norfolk Southern Corporation ("NSC"), parent to NSR, have entered into a Transaction Agreement (the "Transaction Agreement") between themselves; CSX Transportation, Inc. ("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 BOCT; 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 BOCT hereby grants 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 BOCT, 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 BOCT and any other user of the Subject Trackage, and BOCT's right to use the Subject Trackage shall not be diminished by this Agreement. BOCT 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 BOCT, preclude the emergency use by NSR of such auxiliary tracks as may be designated by BOCT 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) BOCT shall have exclusive control of the management and operation of the Subject Trackage. NSR shall not have any claim against BOCT 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 BOCT on radio frequencies normally used by BOCT 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 BOCT's representative or his designee.
- (c) Before its locomotives enter onto BOCT's trackage, NSR shall request permission from BOCT's dispatcher (or other designated representative) at Chicago, Illinois or such other location as BOCT 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 BOCT's designated representative that it has completed its operations and that its equipment has cleared BOCT's trackage. Once NSR has notified BOCT's representative that it has cleared the Subject Trackage, NSR shall not reenter the Subject Trackage without again obtaining permission from BOCT's representative. NSR shall provide and maintain at

its expense all communication facilities needed and as may be required by BOCT 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 BOCT at the time any work is performed by BOCT for NSR or shall include actual costs and expense, upon mutual agreement of the parties.

ARTICLE 5. MAINTENANCE OF SUBJECT TRACKAGE

- (a) BOCT shall maintain, repair and renew the Subject Trackage with its own supervision and labor. BOCT shall keep and maintain the Subject Trackage in reasonably good condition for the use herein contemplated, but BOCT does not guarantee the condition of the Subject Trackage or that operations thereover will not be interrupted. BOCT 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 BOCT to maintain, repair or renew the Subject Trackage, have or make any claim or demand against BOCT 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) BOCT 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 BOCT 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 BOCT 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) BOCT shall furnish all labor and material and shall construct such portions of the tracks located on the right-of-way operated by BOCT which connect the respective lines of the parties hereto. Upon termination of this Agreement, BOCT may at its option remove any portion of trackage and appurtenances located on its 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, BOCT will credit NSR the current fair market value for said salvage.
- (iii) BOCT will maintain, repair and renew the constructed/ upgraded portions of the tracks located on the right of way operated by BOCT which connect the respective lines of the parties hereto at the sole cost and expense of NSR.

ARTICLE 7. ADDITIONS, RETIREMENTS AND ALTERATIONS

- (a) BOCT, 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 BOCT to accommodate its operations, BOCT shall construct the additional or altered facilities and NSR shall pay to BOCT 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 BOCT 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 BOCT 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 BOCT, 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 BOCT. 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 BOCT's operating rules and regulations without the prior consent of BOCT.

- (c) NSR shall make such arrangements with BOCT 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 BOCT, upon receipt of bills therefor, any cost incurred by BOCT in connection with the qualification of such employees of NSR, as well as the cost of pilots furnished by BOCT, until such time as such employees are deemed by the appropriate examining officer of BOCT 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) BOCT shall have the right to exclude from the Subject Trackage any employee of NSR determined by the above, to be in violation of BOCT's rules, regulations, orders, practices, or instructions issued by BOCT's Timetable or otherwise. NSR shall release, indemnify, defend, and save harmless BOCT 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, BOCT, 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 BOCT on the Subject Trackage, or if in emergencies, crippled or

otherwise defective cars are set out of NSR's trains on the Subject Trackage, BOCT 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 BOCT 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 BOCT, and NSR shall reimburse BOCT for the cost thereof.
- (i) In the event BOCT and NSR agree that BOCT 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 BOCT 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, BOCT 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 BOCT. The responsibility between and among BOCT 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 BOCT Responsibility: Subject to Article 11(e), the parties shall jointly and equally (50% NSR and 50% BOCT) 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 BOCT 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 BOCT 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 BOCT 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), BOCT 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 BOCT and NSR in proportion to their 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 to their 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 BOCT, BOCT shall have the right at its option, after first giving thirty (30) days written notice thereof by certified mail, and notwithstanding any waiver by BOCT 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 BOCT 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 the 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, BOCT 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, BOCT 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 BOCT receives more than one such offer, BOCT 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 BOCT 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, BOCT 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 BOCT 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 BOCT 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 BOCT'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 BOCT or any affiliate of BOCT.
- (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 BOCT: 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

THE BALTIMORE AND OHIO CHICAGO
TERMINAL RAILROAD COMPANY

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 THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY (BOCT), 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 BOCT, NSR and PRR dated _____, 19__ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

By Agreement dated October 3, 1896 and supplemented January 1, 1930 between BOCT and Indiana Harbor Belt Railroad Company (IHB), BOCT may grant to others, rights to use IHB's McCook Branch Trackage between McCook and Franklin Park, Illinois. Accordingly, BOCT 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 IHB and used by BOCT (hereinafter referred to as "Subject Trackage"):

IHB's railroad, between the connection of BOCT and IHB at McCook, Illinois at or near Milepost 28.5, and the connection of IHB with CP Rail System at Franklin Park, Illinois at Milepost 39.3, a distance of approximately 9.8 miles, as marked on Drawing No. IL01 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, provided, however, that NSR shall be authorized to enter and exit the Subject Trackage at connections with other carriers at intermediate points along the Subject Trackage for the purpose of interchange with those carriers.

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 on the same basis of proportional expenses of operating and maintaining Subject Trackage shared between BOCT and IHB. NSR Railcars will be counted as BOCT Railcars for the purpose of determining proportional expenses.

(b) NSR will pay BOCT 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) BOCT 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. 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 BOCT ("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) 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.

(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:

THE BALTIMORE AND OHIO CHICAGO
TERMINAL RAILROAD COMPANY

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

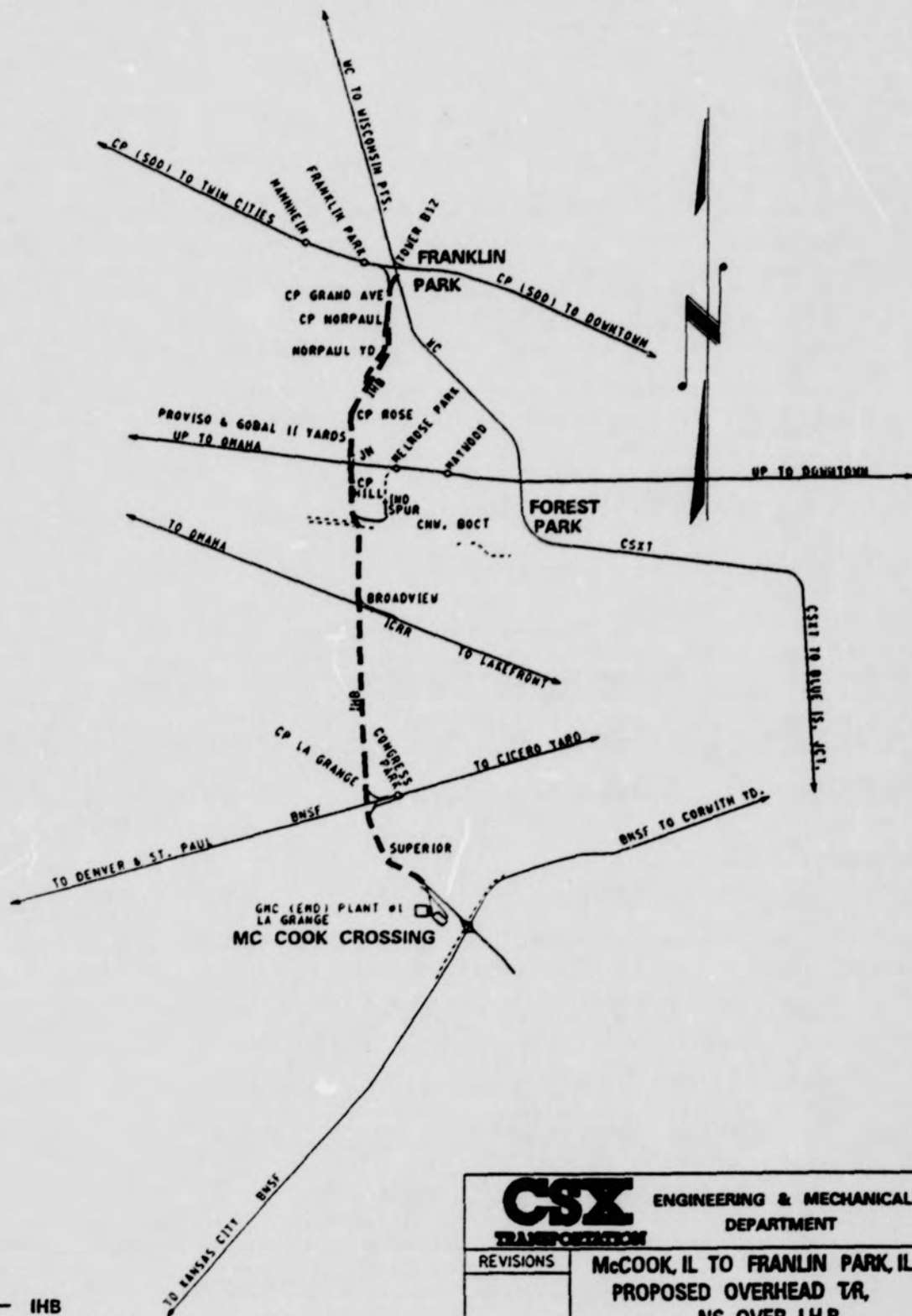
By: _____
(Title)

WITNESS:

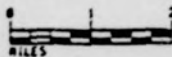
PENNSYLVANIA LINES LLC

By: _____
(Title)

TA01.A (June 15, 1997)



- IHB
 - - - NS TR (under BOCT auth.)
 — OTHER
 - - - ABANDONED



CADD FILE: IL000001.DGN

CSX TRANSPORTATION		ENGINEERING & MECHANICAL DEPARTMENT	
		McCOOK, IL TO FRANKLIN PARK, IL PROPOSED OVERHEAD TR, NS OVER IHB.	
REVISIONS		DIVISION	SUBDIVISION
		SCALE: AS SHOWN	VAL. SEC.
		DATE:	DRAWING NO. IL01
		DRAWN:	SHEET 1 OF 1
		CHECKED:	

FORM A

TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this _____ day of _____, 19____ by and between THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY (BOCT), 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 BOCT, NSR and PRR dated _____, 19____ governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

BOCT 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 BOCT (hereinafter referred to as "Subject Trackage"):

BOCT's Barr Subdivision, between the connection of the lines of BOCT and the Chicago Line operated by NSR at Pine Junction, Indiana (CP 497) and the connection of the lines with BOCT McCook Subdivision at Blue Island Junction, Illinois, at or near Milepost DC 14.9, and connection of BOCT with Indiana Harbor Belt Railroad (IHB) at McCook, Illinois, at or near Milepost 28.5, a distance of approximately 13.6 miles, as marked on the Drawing No. IL02 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the 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. However, NSR shall have the right to enter and exit the Subject Trackage at points other than the "Point of Permitted Entry or Exit" at Pine Junction, the right to enter and exit the Subject Trackage at BOCT's Barr Yard for setout or pickup of Railcars and interchange with BOCT and its affiliates, and the right to enter and exit the Subject Trackage at Blue Island for access to IHB.

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 for the segment between Blue Island and McCook shall be on the basis of proportional expenses of operating and maintaining of said segment shared between BOCT and IHB. NSR Railcars will be counted as BOCT Railcars for the purposes of determining proportional expenses. For that segment between Pine Junction and Blue Island, NSR shall pay the same per car rate that CSXT pays for movement of Railcars over the IHB between Gibson Yard and Blue Island.

(b) NSR will pay BOCT 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) BOCT 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. 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 BOCT ("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) 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.

(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:

THE BALTIMORE AND OHIO CHICAGO
TERMINAL RAILROAD COMPANY

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

PENNSYLVANIA LINES LLC

By: _____
(Title)

TA02 (June 15, 1997)

2

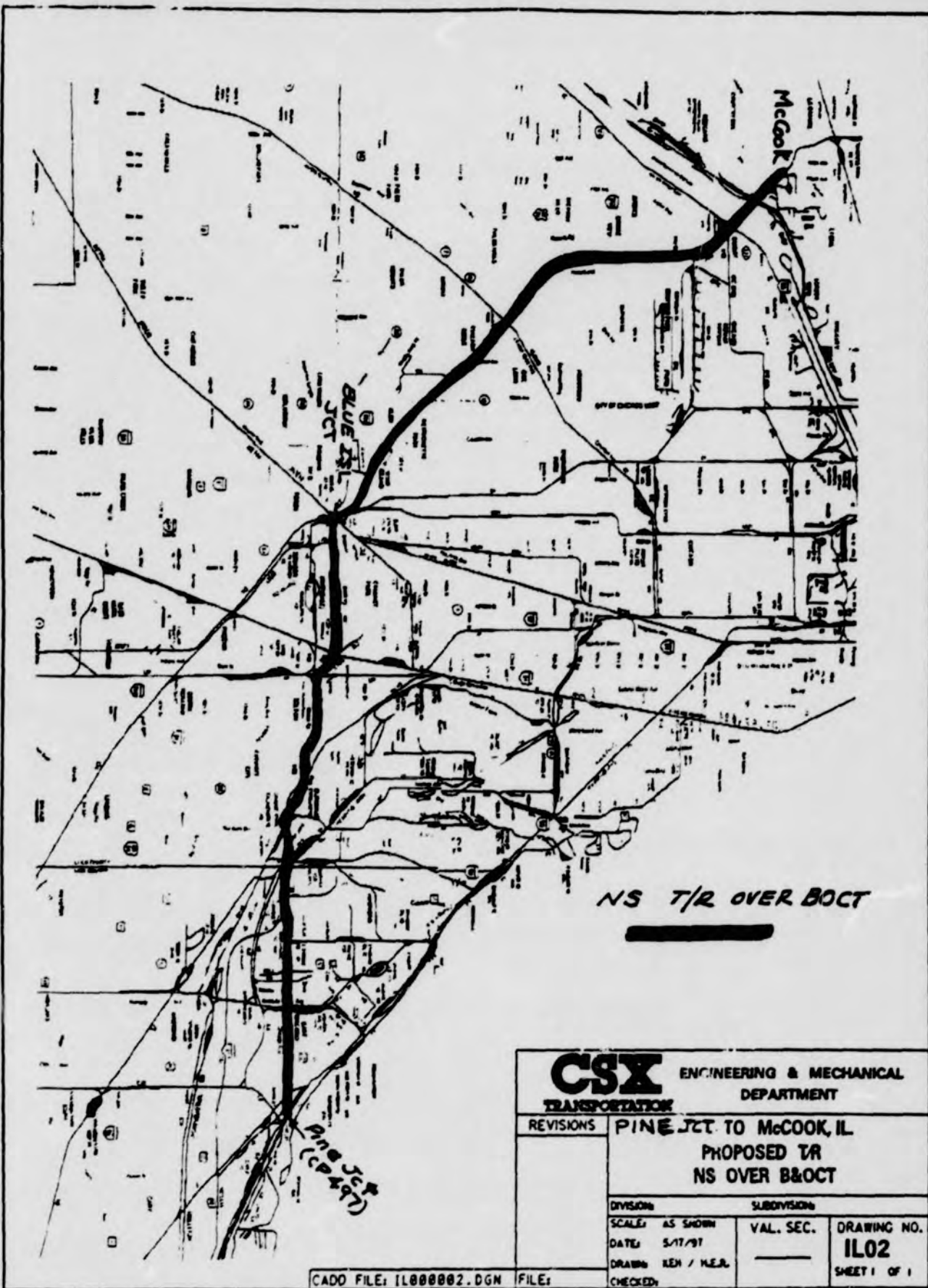


EXHIBIT C - 2

MASTER
TRACKAGE RIGHTS
AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____ 19____, by and among [PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR"), NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, including its subsidiaries and affiliates, NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation, (hereinafter referred to as "NSR")] and [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")];

WITNESSETH:

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

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 former CRC 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 CSXT over the lines of railroad operated by NSR; and

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

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, PRR, as owner, and NSR, as operator, hereby grant to CSXT 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 PRR and operated by NSR under the NSR Operating Agreement, hereinafter referred to as the "Subject Trackage", upon the 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) CSXT's use of the Subject Trackage shall be in common with NSR and any other user of the Subject Trackage, and NSR's right to use the Subject Trackage shall not be diminished by this Agreement. PRR and NSR, with the consent of PRR, 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, CSXT 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 NSR, preclude the emergency use by CSXT of such auxiliary tracks as may be designated by NSR 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, CSXT shall have the right to enter on and exit from the Subject Trackage only at (i) the endpoints of the Subject Trackage, or (ii) points other than the endpoints where CSXT may make a connection with an existing railroad line of NYC and joint NYC/PRR lines (any of the foregoing points being hereinafter referred to as a "Point of Permitted Entry or Exit").
- (d) NSR shall have exclusive control of the management and operation of the Subject Trackage. CSXT shall not have any

claim against NSR for liability on account of loss or damage of any kind in the event the use of the Subject Trackage by CSXT is interrupted or delayed at any time from any cause.

ARTICLE 3. MISCELLANEOUS SPECIAL PROVISIONS

- (a) When operating over the Subject Trackage, CSXT's locomotives and crews will be equipped to communicate with NSR on radio frequencies normally used by NSR 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 NSR's representative or his designee.
- (c) Before CSXT's locomotives enter onto NSR's trackage, CSXT shall request permission from NSR's designated dispatcher or other designated representative. Further, CSXT shall ascertain that said trackage is clear and shall await confirmation from said representative that such permission has been issued to allow CSXT's movements on or over the Subject Trackage. Upon completing its operations and clearing the Subject Trackage, CSXT will notify NSR's designated representative that it has completed its operations and that its equipment has cleared NSR's trackage. Once CSXT has notified the representative that it has cleared the Subject Trackage, it shall not reenter the Subject Trackage without again obtaining permission from NSR's representative. CSXT shall maintain at its expense all communication facilities needed and as may be required by NSR to permit CSXT to use the Subject Trackage.

ARTICLE 4. PAYMENT OF BILLS

- (a) All payments called for under this Agreement shall be made by CSXT 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 NSR at the time any work is performed by NSR for CSXT or shall include actual costs and expense, upon mutual agreement of the parties.

ARTICLE 5. MAINTENANCE OF SUBJECT TRACKAGE

- (a) NSR shall maintain, repair and renew the Subject Trackage with its own supervision and labor. NSR shall keep and maintain the Subject Trackage in reasonably good condition for the use herein contemplated, but NSR does not guarantee the condition of the Subject Trackage or that operations thereover will not be interrupted. NSR 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, CSXT shall not by reason of failure or neglect on the part of NSR to maintain, repair or renew the Subject Trackage, have or make any claim or demand against NSR 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 CSXT resulting from any such failure or neglect.
- (b) NSR shall perform, at the expense of CSXT, such additional maintenance as CSXT 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) Subject to Article 7 of the NSR Operating Agreement, if, in the opinion of CSXT, a new or upgraded connection is required at a "Permitted Point of Entry or Exit") other than the endpoints, or, if in the opinion of CSXT, other upgrading, including but not limited to switches, power switches, signals, communications, etc. is required for operational efficiency, then NSR will, subject to its own operational needs, cooperate and CSXT 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) CSXT or others shall furnish all labor and material and shall construct such portions of the tracks located on the right-of-way of CSXT or others which connect the respective lines of the parties hereto.
- (ii) NSR shall furnish all labor and material and shall construct such portions of the tracks located on the right-of-way operated by NSR which connect the respective lines of the parties hereto. Upon termination of this Agreement, subject to Article 8 of the NSR Operating Agreement, NSR may at its option remove any portion of trackage and appurtenances located on right-of-way operated by NSR, constructed as a result of this Article, at the sole cost and expense of CSXT. Subject to Article 8 of the NSR Operating Agreement, the salvage material removed shall be released to CSXT or, as otherwise agreed upon, NSR will credit CSXT the current fair market value for said salvage.
- (iii) NSR will maintain, repair and renew the constructed /upgraded portions of the tracks located on the right of way operated by NSR which connect the respective lines of the parties hereto at the sole cost and expense of CSXT.

ARTICLE 7. ADDITIONS, RETIREMENTS AND ALTERATIONS

- (a) Subject to Article 7 and 8 of the NSR Operating Agreement, NSR, 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. Subject to Article 7 and 8 of the NSR Operating Agreement, 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 CSXT's operations beyond that required by NSR to accommodate its operations, subject to Article 7 of the NSR Operating Agreement, NSR shall construct the additional or altered facilities and CSXT shall pay to NSR the cost thereof, including the annual expense of maintaining,

repairing and renewing such additional or altered facilities.

ARTICLE 8. MANAGEMENT AND OPERATIONS

- (a) CSXT 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. CSXT shall indemnify, protect, defend, and save harmless NSR and PRR and their respective parent corporations, subsidiaries and affiliates, and all of their respective directors, officers, agents and employees from and against all fines, penalties and liabilities imposed upon NSR or PRR or their respective parent corporations, 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 CSXT to comply with its obligations in this regard.
- (b) CSXT in its use of the Subject Trackage shall comply in all respects with the safety rules, operating rules and other regulations of NSR, and the movement of CSXT's trains, locomotives, cars, and equipment over the Subject Trackage shall at all times be subject to the orders of the transportation officers of NSR. CSXT'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 NSR's operating rules and regulations without the prior consent of NSR.
- (c) CSXT shall make such arrangements with NSR 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 CSXT shall pay to NSR, upon receipt of bills therefor, any cost incurred by NSR in connection with the qualification of such employees of CSXT, as well as the cost of pilots furnished by NSR, until such time as such employees are deemed by the appropriate examining officer of NSR 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 CSXT's employees while on the Subject Trackage, CSXT shall be notified in advance of any such investigation or hearing, and such investigation or hearing may be attended by any official designated by CSXT, and any such investigation or hearing shall be conducted in accordance with the collective bargaining agreements, if any, that pertain to CSXT's employee or employees required to attend such hearings.
- (e) NSR shall have the right to exclude from the Subject Trackage any employee of CSXT determined by the above, to be in violation of NSR's rules, regulations, orders, practices, or instructions issued by NSR's Timetable or otherwise. CSXT shall release, indemnify, defend, and save harmless NSR and PRR and their respective parent corporations, 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 CSXT shall be forced to stop on the Subject Trackage, due to mechanical failure of CSXT'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 CSXT fails to maintain the speed required by NSR on the Subject Trackage, or if in emergencies, crippled or otherwise defective cars are set out of CSXT's trains on the Subject Trackage, NSR 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 CSXT shall reimburse NSR 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 NSR, and CSXT shall reimburse NSR for the cost thereof.
- (i) In the event CSXT and NSR agree that NSR should retain employees or provide additional employees for the sole

benefit of CSXT, the parties hereto shall enter into a separate agreement under which CSXT 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 NSR 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 CSXT's trains on the Subject Trackage shall be assumed by CSXT and reported and paid by it directly to the owner of such cars.

ARTICLE 10. CLEARING OF WRECKS

Whenever CSXT's use of the Subject Trackage requires rerailing, wrecking service or wrecking train service, NSR 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, Railcars, 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 CSXT at the time of such wreck, shall be promptly delivered to CSXT.

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 without consideration of fault or negligence of any kind or degree 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 arrangements 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 for such payments, and (ii) defend such other parties against such claims with counsel selected by such party and reasonably acceptable to such other parties.
- (e) Limitation. Article 11(a) and (b) shall apply only to the amount of Loss resulting from a single incident which is \$25 million or less. Responsibility for Damages resulting from a single incident which exceed \$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 used 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 to their 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 to their 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 in sole discretion of each party.

- (f) Exceptions. Each party shall assume and bear all responsibility for Damage caused by acts or omissions of any its employees while under the influence of drugs or alcohol or by the intentional criminal misconduct of any such employee, 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

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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 CSXT 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 NSR, NSR shall have the right at its option, after first giving thirty (30) days written notice thereof by certified mail, and notwithstanding any waiver by NSR of any prior breach thereof, to terminate the Trackage Rights and CSXT's use of the Subject Trackage as granted by the respective Form A - Trackage Rights Addendum. The exercise of such right by NSR shall not impair its rights under this Agreement or any cause or causes of action it may have against CSXT 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 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) and 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); provided, however, that 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 and 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.

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) Subject to Article 8 of the NSR Operating Agreement, notwithstanding the provisions of Section 5 of Form A - Trackage Rights Addendum, NSR shall have the right, subject to securing any necessary regulatory approval and subject to the PRR Operating Agreement, to abandon the Subject Trackage or any portion thereof. Before filing an application for regulatory approval of such abandonment, NSR shall give CSXT ninety (90) days' advance notice in writing of its intention to do so in order that CSXT may determine whether it desires to purchase the Subject Trackage (or portion thereof) or to discontinue its use thereof.
- (b) If CSXT desires to purchase the Subject Trackage, it shall submit an offer of financial assistance under 49 U.S.C. Section 10904. In the event NSR receives more than one such offer, NSR will exercise its statutory right to negotiate with CSXT rather than with the other offeror(s). Thereafter, the rights and obligations of the parties in respect to CSXT's acquisition of the Subject Trackage shall be governed by applicable provisions of the law.
- (c) In any one of the circumstances listed below CSXT 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) CSXT fails to submit an offer of financial assistance to purchase the Subject Trackage within the time prescribed by statute and applicable regulations, or
 - (ii) CSXT, having made an offer of financial assistance to

purchase the Subject Trackage, but being unable to reach agreement with NSR 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) CSXT, having requested the proper regulatory authority to establish the terms and conditions of sale, withdraws its offer of financial assistance, or
- (iv) CSXT, 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 CSXT shall promptly file an application with the proper regulatory authority seeking approval of the discontinuance of its operations over the Subject Trackage. If CSXT does not file an application seeking approval of the discontinuance of CSXT's operations over the Subject Trackage within ninety (90) days, NSR shall be deemed to have been given CSXT's power of attorney to take such action on CSXT's behalf.

- (d) In the event any application filed by NSR is granted but an application filed by CSXT 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 CSXT (including securing any necessary regulatory authority) for a price consistent with the principles of 49 U.S.C. Section 10904.
- (e) In the event NSR 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 CSXT 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 NSR's application for authority to abandon is denied, CSXT 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 other Person, except as required by law and except as reasonably necessary to prosecute or defend any judicial action to enforce, vacate or modify such arbitration award.

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.

- (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 PRR: (To be provided)

If to NYC: (To be provided)

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

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 any 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 all 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 or of PRR shall also extend to and indemnify the parent corporation, its subsidiaries and affiliates of such other party or of PRR, 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

Consented to:
PENNSYLVANIA LINES LLC

By _____
(Title)

WITNESS

NORFOLK AND WESTERN RAILWAY COMPANY

By _____
(Title)

WITNESS

NORFOLK SOUTHERN RAILWAY COMPANY

By _____
(Title)

WITNESS

CSX TRANSPORTATION, INC.

By _____
(Title)

WITNESS

NEW YORK CENTRAL LLC

By _____
(Title)

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and among PENNSYLVANIA LINES LLC (hereinafter referred to as "PRR"), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC (NYC), and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement among PRR, NSR and CSXT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator, hereby grant to CSXT, 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 PRR, and operated by NSR (hereinafter referred to as "Subject Trackage"):

The Harrisburg Line owned by PRR and operated by NSR between the connection of the parties at CP River (West Falls), Pennsylvania, at or near Milepost 5.2, and connection of the parties at Abrams (CP Norris), Pennsylvania, at or near Milepost 18.0, a distance of approximately 12.8 miles, as marked on Drawing No. PA-001 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 CSXT using same for bridge traffic only between the terminals of Subject Trackage and CSXT shall not perform any local freight service whatsoever at any point located on Subject Trackage.

(b) CSXT's use of the Subject Trackage shall be restricted to movement of excessive dimension cars which cannot be handled over other lines of railroad operated by CSXT.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by CSXT 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) CSXT will pay NSR 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 CSXT 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 (½) of a Railcar.

(c) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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 NSR ("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 CSXT 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 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) and 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); provided, however, that 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 and 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.

(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:

PENNSYLVANIA LINES LLC

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

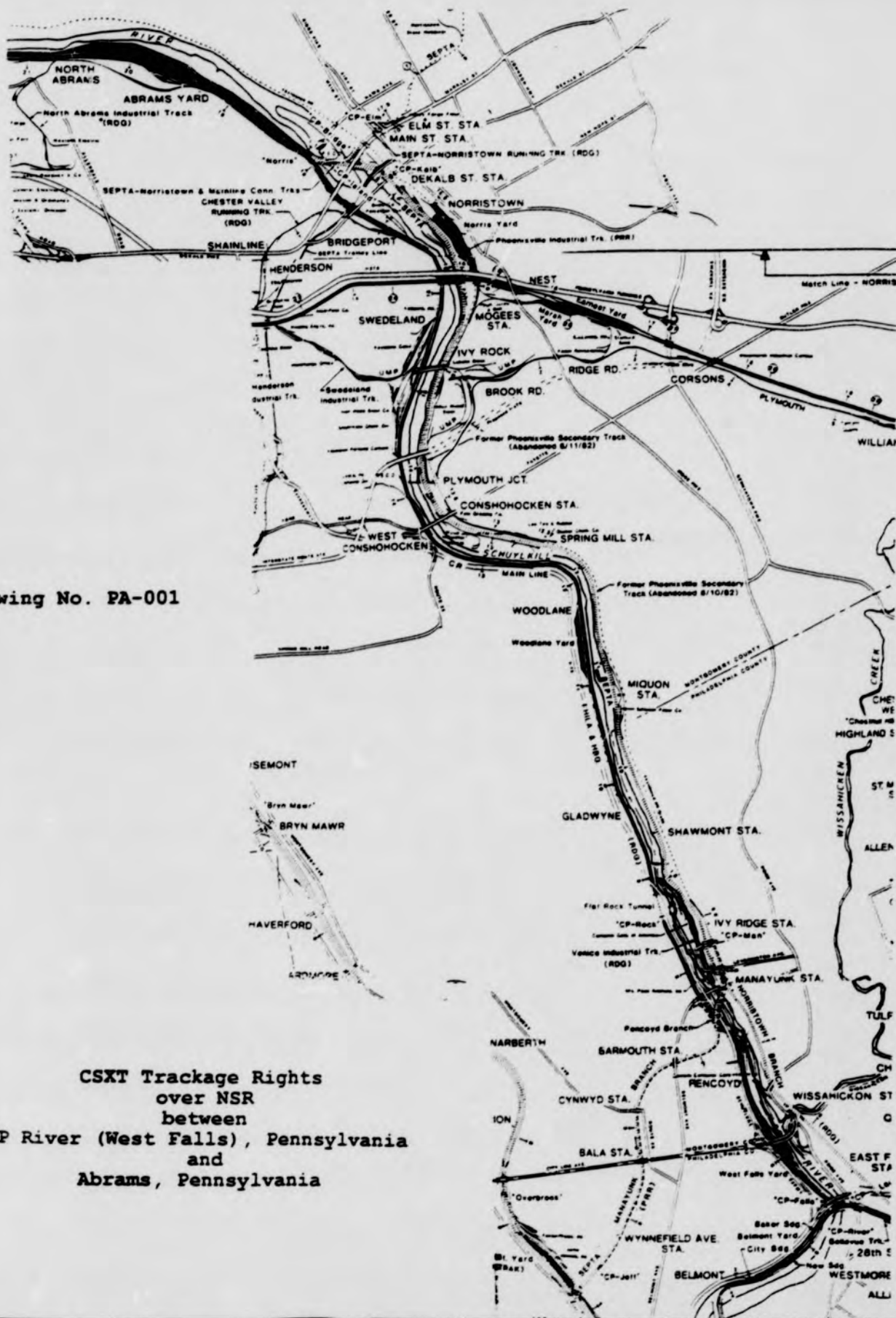
CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)



Drawing No. PA-001

CSXT Trackage Rights
over NSR
between
CP River (West Falls), Pennsylvania
and
Abrams, Pennsylvania

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and among PENNSYLVANIA LINES LLC (hereinafter referred to as "PRR"), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC (NYC), and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement among PRR, NSR and CSXT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator, hereby grant to CSXT, 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 PRR and operated by NSR (hereinafter referred to as "Subject Trackage"):

The Morrisville Line owned by PRR and operated by NSR between the connection of the parties at Norristown (CP King), Pennsylvania, at or near Milepost 30.1, and connection of the parties at Woodbourne (CP Wood), Pennsylvania, at or near Milepost 6.3, and the Morrisville Connecting Track between CP Norris and CP King, including incidental rights on SEPTA's Norristown Line between Kalb and Ford, a distance of approximately 23.8 miles, as marked on Drawing No. PA-002 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 CSXT using same for bridge traffic only between the terminals of Subject Trackage and CSXT shall not perform any local freight service whatsoever at any point located on Subject Trackage.

(b) CSXT's use of the Subject Trackage shall be restricted to movement of excessive dimension cars which cannot be handled over other lines of railroad operated by CSXT.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by CSXT 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) CSXT will pay NSR 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 CSXT 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 (½) of a Railcar.

(c) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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 NSR ("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 CSXT 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 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) and 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); provided, however, that 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 and 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.

(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:

PENNSYLVANIA LINES LLC

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

CSXT Trackage Rights
over NSR
between
Norristown (CP King), Pennsylvania
and
Woodbourne (CP Lang), Pennsylvania



Drawing No. PA-002

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and among PENNSYLVANIA LINES LC (hereinafter referred to as "PRR"), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC ("NYC") and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement among PRR, NSR and CSXT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator, hereby grant to CSXT, 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 PRR and operated by NSR (hereinafter referred to as "Subject Trackage"):

The Chicago Line owned by PRR and operated by NSR between the connection of the parties at Berea, Ohio, at or near Milepost 194.3, and connection of the parties at CP 181 at Cleveland, Ohio, at or near Milepost 181.2, a distance of approximately 13.1 miles, as marked on Drawing No. OH-002 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of CSXT using same for bridge traffic only between the terminals of Subject Trackage and CSXT 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 CSXT 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) CSXT will pay NSR 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 CSXT 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 (½) of a Railcar.

(c) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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 NSR ("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 CSXT 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 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) and 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); provided, however, that 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 and 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.

(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:

PENNSYLVANIA LINES LLC

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

CSXT Trackage Rights
over NSR
between
Berea, Ohio
and
Cleveland (CP 181), Ohio



Drawing No. OH-002

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and among PENNSYLVANIA LINES LLC (hereinafter referred to as "PRR"), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC (NYC), and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement among PRR, NSR and CSXT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator, hereby grant to CSXT, 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 PRR and operated by NSR (hereinafter referred to as "Subject Trackage"):

The Cleveland Short Line owned by PRR and operated by NSR between the connection of the parties at CP Short in Cleveland, Ohio, at or near Milepost 17.9, and connection with the Chicago Line at CP 190 (Belt Jct.), Ohio, at or near Milepost 21.9, and Chicago at the west end of Fairlane Yard, at or near Milepost 219.8, a distance of approximately 29.5 miles, as marked on Drawing No. OH-001 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of CSXT using same to serve, via NSR switch only, the Ford Motor Company plants located at or near CP Belt (Cleveland), Ohio; Lorain (Avon Lake), Ohio; and Fairlane, Ohio. NSR will deliver CSXT's traffic to the said industries under a separate switching agreement between the parties. CSXT shall not perform any other local freight service whatsoever at any point located on the Subject Trackage.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by CSXT 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) CSXT will pay NSR 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 CSXT 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) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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 NSR ("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 CSXT 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 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) and 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); provided, however, that 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 and 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.

(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:

PENNSYLVANIA LINES LLC

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

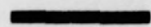
CSX TRANSPORTATION, INC.

By: _____
(Title)

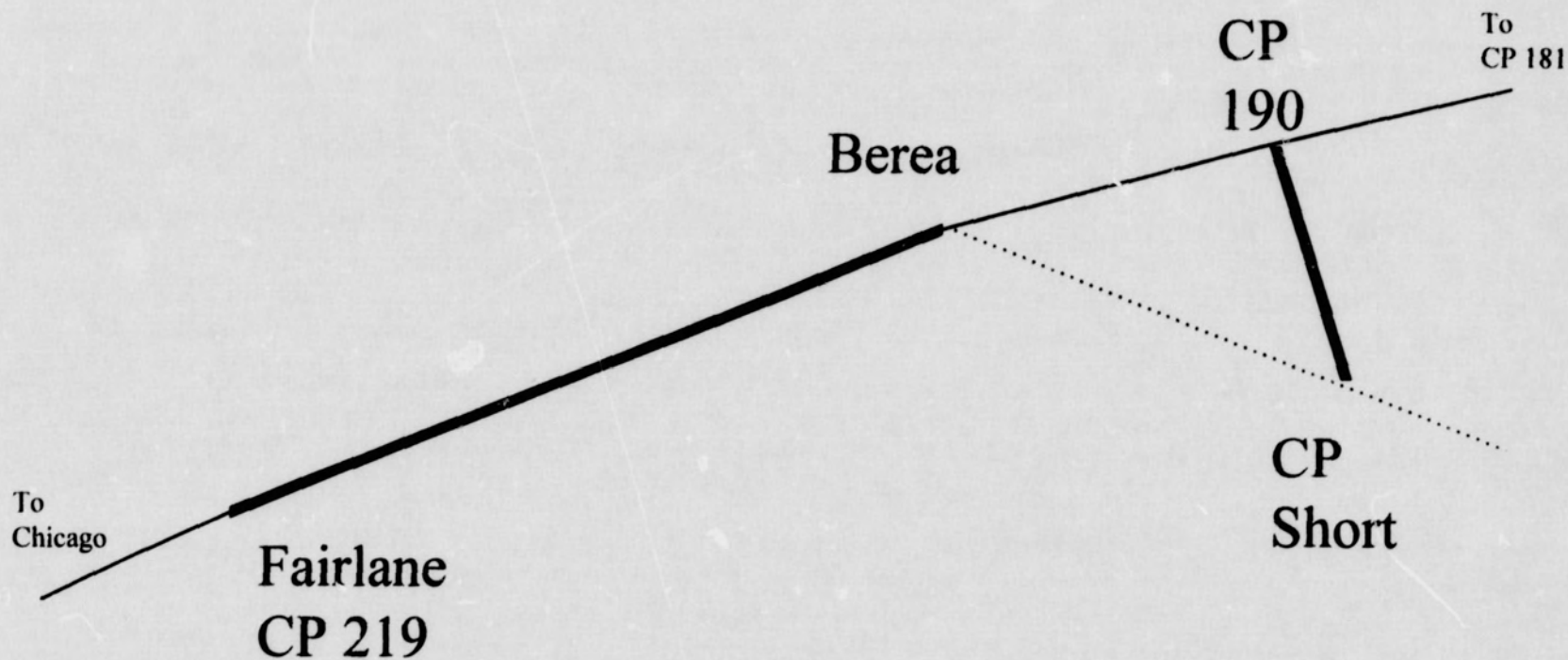
WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)



Subject Trackage



FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and among PENNSYLVANIA LINES LLC (hereinafter referred to as "PRR"), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC (NYC), and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement among PRR, NSR and CSXT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator, hereby grant to CSXT, 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 PRR and operated by NSR (hereinafter referred to as "Subject Trackage"):

The Buckeye Line owned by PRR and operated by NSR between the connection of the parties at CP Hocking in Columbus, Ohio, at or near Milepost 1.0, and Buckeye Yard at Columbus, Ohio, at or near Milepost 7.8, a distance of approximately 6.8 miles, as marked on Drawing No. OH-002 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of CSXT using same for bridge traffic only between the terminals of Subject Trackage and CSXT 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 CSXT 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) CSXT will pay NSR 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 CSXT 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 "2" 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 (½) of a Railcar.

(c) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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 NSR ("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 CSXT 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 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) and 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); provided, however, that 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 and 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.

(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:

PENNSYLVANIA LINES LLC

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

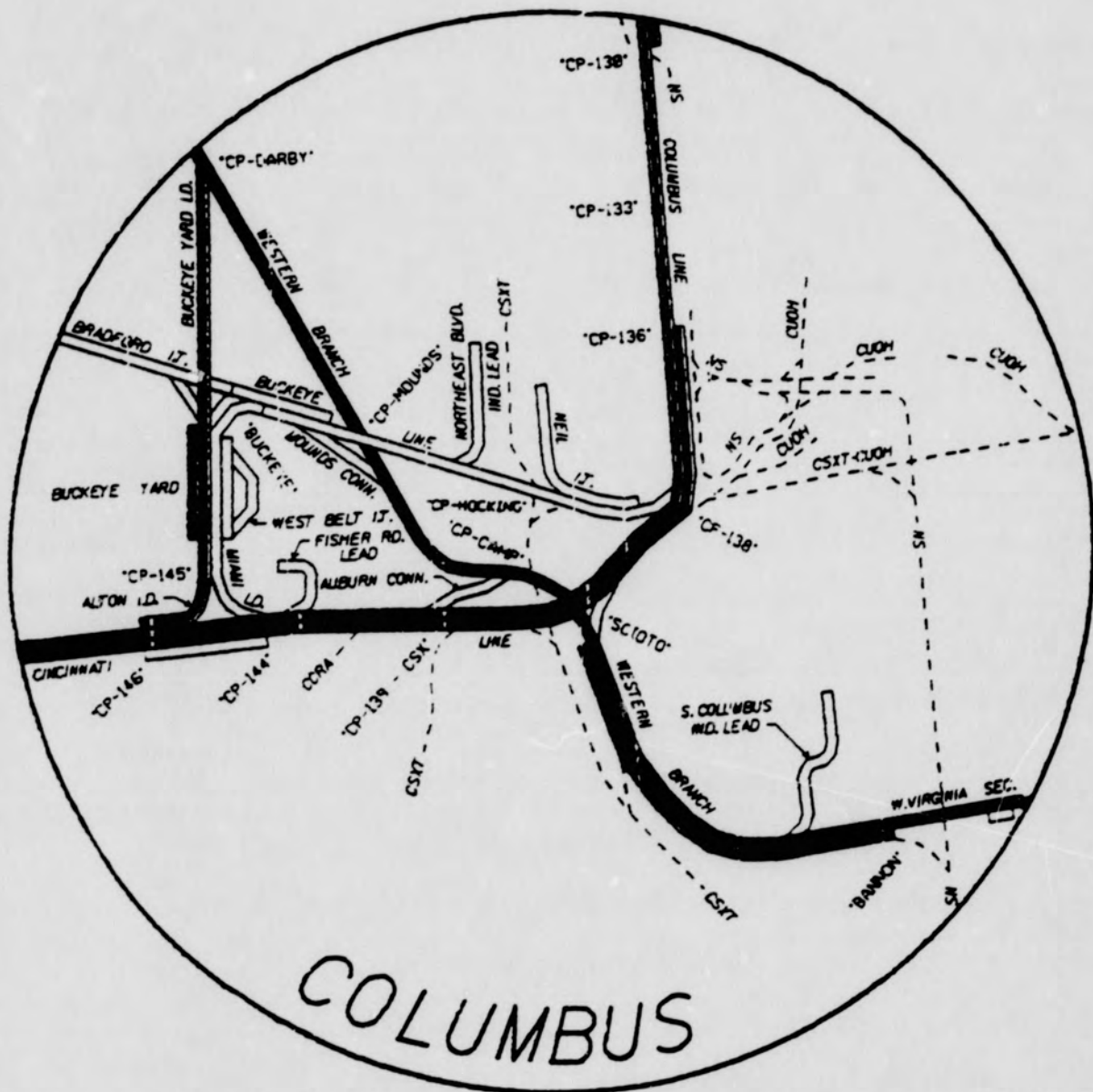
By: _____
(Title)

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

CSXT Trackage Rights
over NSR
in Columbus, Ohio
Between CP Hocking and Buckeye Yard



Drawing No. OH-002

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and among PENNSYLVANIA LINES LLC (hereinafter referred to as "PRR"), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC ("NYC") and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement among PRR, NSR and CSXT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator, hereby grant to CSXT, 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 PRR and operated by NSR (hereinafter referred to as "Subject Trackage"):

The Western Branch owned by PRR and operated by NSR between the connection of the parties at Bannan, Ohio, at or near Milepost 137.6, and connection of the parties at Scioto, Ohio, at or near Milepost 132.1, a distance of approximately 5.5 miles, as marked on Drawing No. OH-003 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of CSXT using same for bridge traffic only between the terminals of Subject Trackage and CSXT 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 CSXT 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) CSXT will pay NSR 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 CSXT 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) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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 NSR ("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 CSXT 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 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) and 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); provided, however, that 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 and 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.

(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:

PENNSYLVANIA LINES LLC

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

654

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and among PENNSYLVANIA LINES LLC (hereinafter referred to as "PRR"), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC (NYC) and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement among PRR, NSR and CSXT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator hereby grant to CSXT, 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 PRR and operated by NSR (hereinafter referred to as "Subject Trackage"):

The Cincinnati Line owned by PRR and operated by NSR between the connection of the parties at CP 139 at Columbus, Ohio, at or near Milepost 139.7, and Buckeye Yard via the Miami Lead, at or near Milepost 144.7, a distance of approximately 5.0 miles, as marked on Drawing No. OH-004 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of CSXT using same for bridge traffic only between the terminals of Subject Trackage and CSXT 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 CSXT 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) CSXT will pay NSR 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 CSXT 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 (½) of a Railcar.

(c) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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 NSR ("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 CSXT 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 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) and 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); provided, however, that 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 and 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.

(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:

PENNSYLVANIA LINES LLC

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

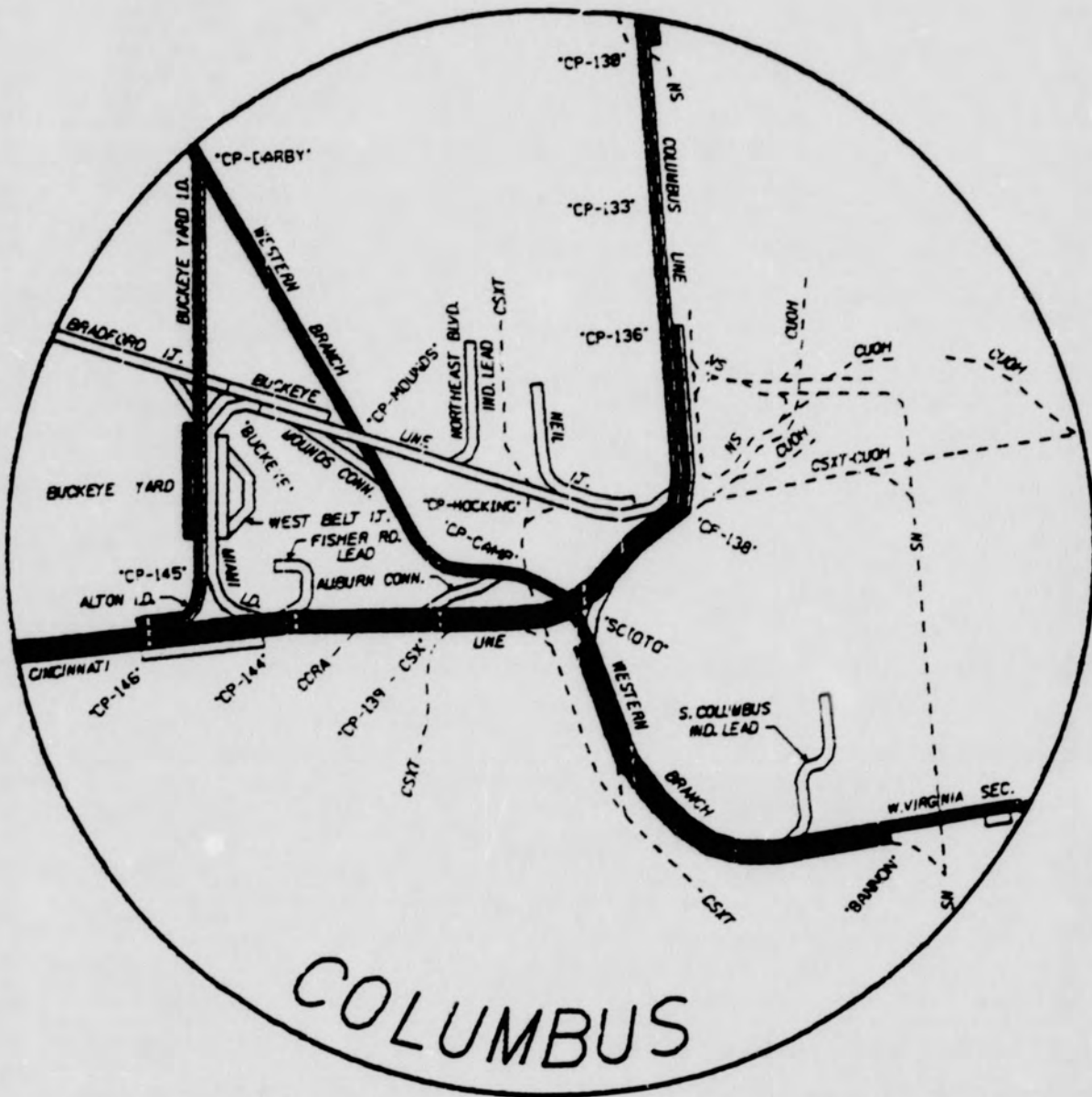
By: _____
(Title)

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

CSXT Trackage Rights
over NSR
in Columbus, Ohio
between
CP 139 and Buckeye Yard



Drawing No. OH-004

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and among PENNSYLVANIA LINES LLC (hereinafter referred to as "PRR"), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC (NYC) and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement among PRR, NSR and CSXT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator, hereby grant to CSXT, 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 PRR and operated by NSR (hereinafter referred to as "Subject Trackage"):

The east track of the Columbus Line owned by PRR and operated by NSR between the connection of the parties at CP 138 at Columbus, Ohio, at or near Milepost 138.0, and the anticipated point of connection with NSR at or near Milepost 133.5, a distance of approximately 4.5 miles, as marked on Drawing No. OH-005 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of CSXT using same for bridge traffic only between the terminals of Subject Trackage and CSXT 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 CSXT 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) CSXT will pay NSR 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 CSXT 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 (½) of a Railcar.

(c) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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 NSR ("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 CSXT 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 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) and 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); provided, however, that 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 and 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.

(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:

PENNSYLVANIA LINES LLC

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

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FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and among PENNSYLVANIA LINES LLC (hereinafter referred to as "PRR"), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC (NYC), and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement among PRR, NSR and CSXT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator, hereby grant to CSXT, 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 PRR and operated by NSR (hereinafter referred to as "Subject Trackage"):

The Auburn Connection at Columbus, Ohio, owned by PRR and operated by NSR between the connection with the Western Branch operated by CSXT, at or near Western Branch Milepost 131.5, and the connection with the Cincinnati Line operated by NSR at CP 139, at or near Cincinnati Line Milepost 139.7, a distance of approximately 1.0 miles, as marked on Drawing No. OH-006 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of CSXT using same for bridge traffic only between the terminals of Subject Trackage and CSXT 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 CSXT 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) CSXT will pay NSR 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 CSXT 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 (½) of a Railcar.

(c) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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 NSR ("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 CSXT 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 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) and 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); provided, however, that 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 and 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.

(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:

PENNSYLVANIA LINES LLC

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

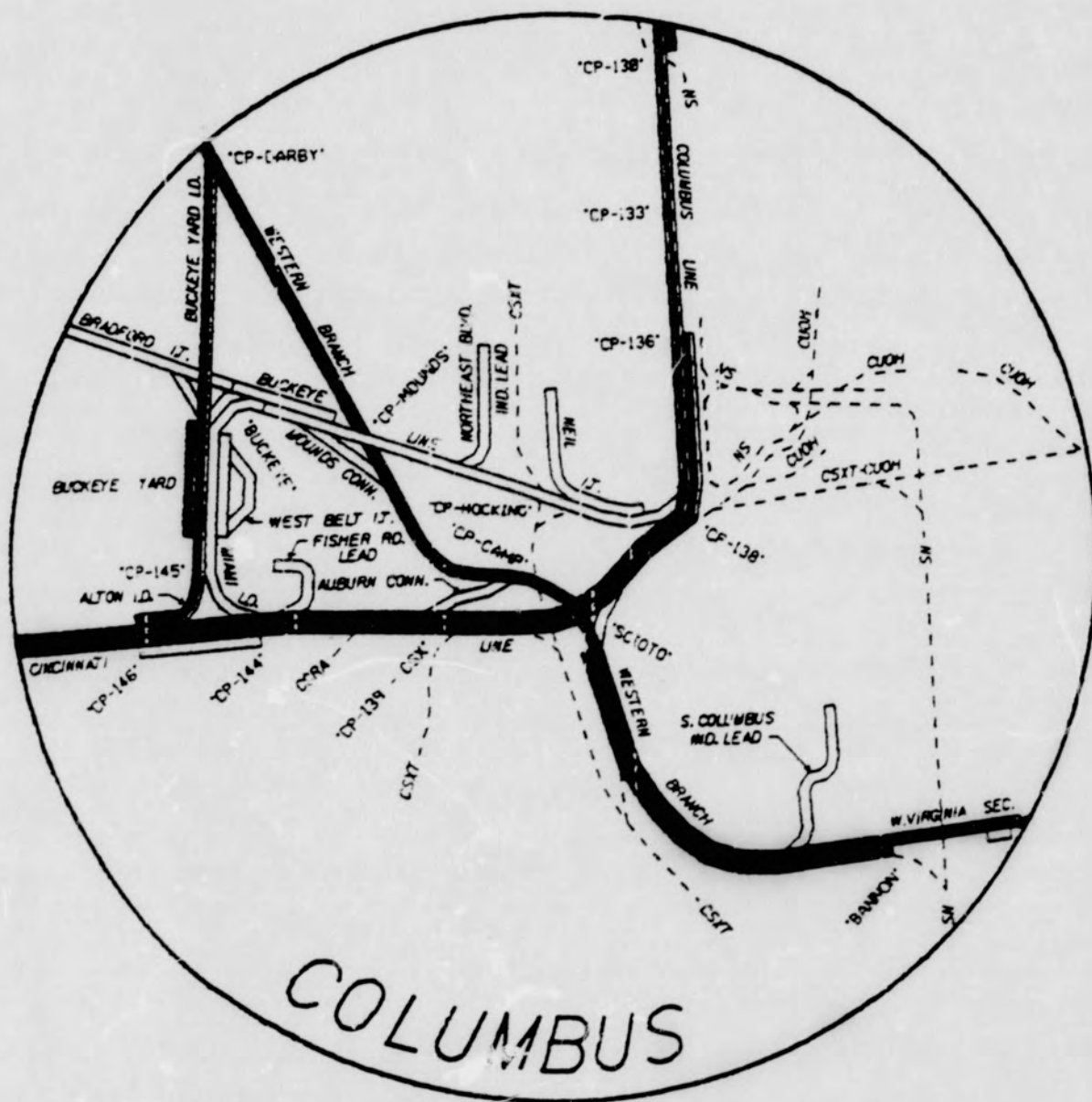
By: _____
(Title)

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

CSXT Trackage Rights
over NSR
in Columbus, Ohio
between
CP Camp and CP 139



Drawing No. OH-006

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and among PENNSYLVANIA LINES LLC (hereinafter referred to as "PRR"), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC (NYC), and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement among PRR, NSR and CSXT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator, hereby grant to CSXT, 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 PRR and operated by NSR (hereinafter referred to as "Subject Trackage"):

The Columbus District owned by PRR and operated by NSR between the connection with the West Virginia Secondary operated by CSXT at Bannon, Ohio, at or near Milepost N698.72 and the transfer track to CSXT's Parsons Yard at the south end of NSR's Watkins Yard in Columbus, Ohio, at or near Milepost N696.7, a distance of approximately 2.02 miles, as marked on Drawing No. OH-007 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of CSXT using same for bridge traffic only between the terminals of Subject Trackage and CSXT 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 CSXT 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) CSXT will pay NSR 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 CSXT 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 ($\frac{1}{2}$) of a Railcar.

(c) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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.

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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 NSR ("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 CSXT 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 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) and 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); provided, however, that 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 and 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.

(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:

PENNSYLVANIA LINES LLC

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

CSXT Trackage Rights
over NSR
between
Bannon, Ohio and Watkins-Parsons Transfer Track
(South end of Watkins Yard)
(Columbus, Ohio)



Drawing No. OH-007

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and among PENNSYLVANIA LINES LLC (hereinafter referred to as "PRR"), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC ("NYC") and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement among PRR, NSR and CSXT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator, hereby grant to CSXT, 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 PRR and operated by NSR (hereinafter referred to as "Subject Trackage"):

The Youngstown Line owned by PRR and operated by NSR between the connection of the parties at CP Center at Youngstown, Ohio, at or near Milepost 59.6, and connection with Ashtabula Harbor at Ashtabula, Ohio, at or near Milepost 0.2, a distance of approximately 59.4 miles, as marked on Drawing No. OH-008 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the purpose of CSXT using same for access to Ashtabula Harbor and CSXT 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 CSXT 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) CSXT will pay NSR 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 CSXT 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) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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 NSR ("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 CSXT 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 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) and 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); provided, however, that 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 and 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.

(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:

PENNSYLVANIA LINES LLC

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WTNESS:

CSX TRANSPORTATION, INC.

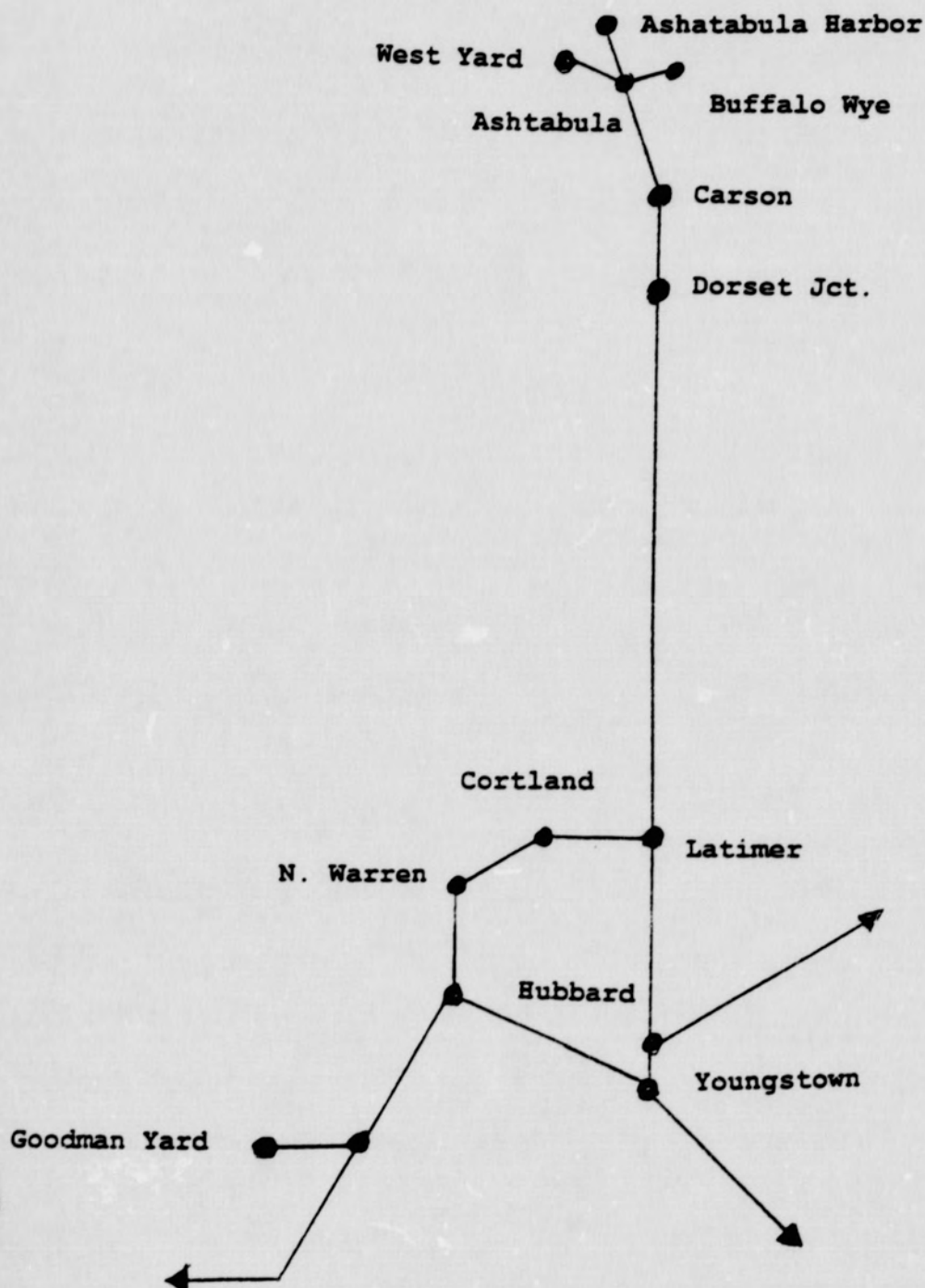
By: _____
(Title)

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

CSXT Trackage Rights
over NSR
between
Youngstown, Ohio and Ashtabula, Ohio



Drawing No. OH-008

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and among PENNSYLVANIA LINES LLC (hereinafter referred to as "PRR"), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC, (NYC), and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement among PRR, NSR and CSXT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator, hereby grant to CSXT, 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 PRR and operated by NSR (hereinafter referred to as "Subject Trackage"):

- (a) The Kankakee Line owned by PRR and operated by NSR between the connection of the parties at Osborn, Indiana, at or near Milepost 6.3, and CP Schneider, at or near Milepost 32.9, and
- (b) The Kankakee Secondary operated by NSR between CP Schneider, at or near Milepost 78.6 and K3, at or near Milepost 102.7, and
- (c) The Streator Secondary operated by NSR between K3, at or near Milepost 102.7, and the end of track, at or near Milepost 185.0.

The Subject Trackage is a total distance of approximately 134.5 miles, and is marked on Drawing No. IL-002 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 CSXT using same for connecting with the trackage of or interchanging with other rail carriers which connect with the Subject Trackage and CSXT shall not perform any local freight service whatsoever at any point located on Subject Trackage.
- (b) CSXT's use of the Subject Trackage shall be restricted to eight (8) trains per day.
- (c) Should CSXT desire to operate more than eight (8) trains per

day as hereinabove described in Subsection 2(b), CSXT and NSR shall enter into a separate agreement governing CSXT's contribution to investment to increase capacity on the Subject Trackage.

- (d) Should CSXT merge with Burlington Northern Santa Fe Railroad (BNSF), and upon request by CSXT, NSR agrees to transfer the Subject Trackage for a mutually agreed fair value, and NSR further agrees to relinquish control of dispatching of the Subject Trackage to CSXT.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by CSXT 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) CSXT will pay NSR 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 CSXT 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 ($\frac{1}{2}$) of a Railcar.

(c) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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

STB FD 33388 6-23-97 A 180274V8B 12/12

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 NSR ("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 CSXT 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 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) and 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); provided, however, that 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 and 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.

(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:

PENNSYLVANIA LINES LLC

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

CSXT Trackage Rights
over NSR
between
Pine, Indiana and Rock Island Junction, Illinois



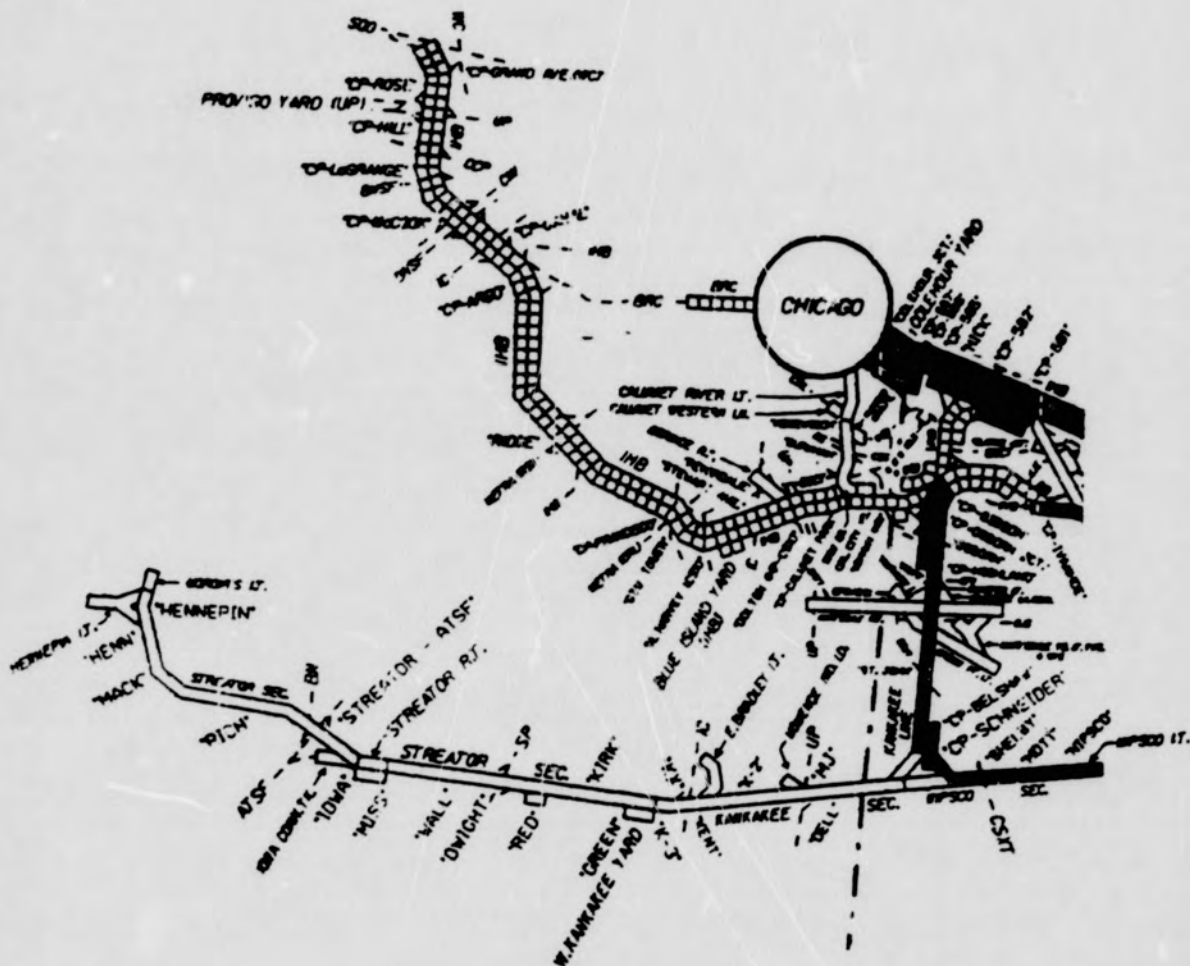
Drawing IL-002

CSXT Trackage Rights
over NSR
between

Osborn, Indiana - CP Schneider, Indiana
(Kankakee Line)

CP Schneider, Indiana - K3, Illinois
(Kankakee Secondary)

K3, Illinois - End of Track
(Streator Secondary)



Drawing No. IL-002

FORM A
TRACKAGE RIGHTS ADDENDUM

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SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator, hereby grant to CSXT, 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 PRR and operated by NSR (hereinafter referred to as "Subject Trackage"):

Over NSR's line of railroad between the connection with the Chicago Line owned by PRR and operated by NSR at Buffington, Indiana (CP 501), at or near Milepost 446.3, and the connection with the Fort Wayne Line operated by CSXT at Clarke Junction, Indiana, at or near Milepost 445.7, a distance of approximately 0.6 miles, as marked on Drawing No. IN-001, attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of CSXT using same for bridge traffic only between the terminals of Subject Trackage and CSXT 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 CSXT 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) CSXT will pay NSR 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 CSXT 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 (½) of a Railcar.

(c) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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 NSR ("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 CSXT 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 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) and 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); provided, however, that 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 and 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.

(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:

PENNSYLVANIA LINES LLC

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

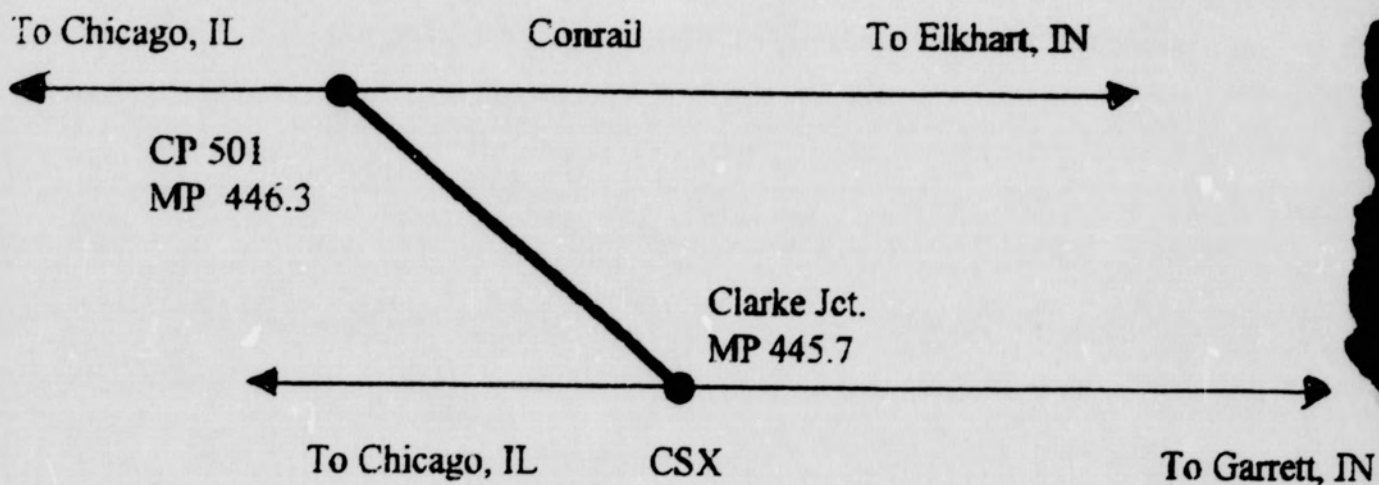
By: _____
(Title)

WITNESS:

NEW YORK CENTRAL LLC

By: _____

CSXT Trackage Rights
Over NSR
between
Buffington (CP 501), Indiana
and
Clarke Junction, Indiana



FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and among PENNSYLVANIA LINES LLC (hereinafter referred to as "PRR"), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC, (NYC), and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement among PRR, NSR and CSXT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator, hereby grant to CSXT, 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 PRR and operated by NSR (hereinafter referred to as "Subject Trackage"):

The Chicago Line owned by PRR and operated by NSR between the connection of the parties at Pine, Indiana (CP 497), at or near Milepost 497.0, and connection of the parties at Rock Island Junction, Illinois (CP 509), at or near Milepost 510.0, a distance of approximately 13.0 miles, as marked on Drawing No. IL-001 attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of CSXT using same for bridge traffic only between the terminals of Subject Trackage and CSXT 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 CSXT 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) CSXT will pay NSR 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 CSXT 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 (½) of a Railcar.

(c) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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.

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(b) 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) and 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); provided, however, that 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 and 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.

(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:

PENNSYLVANIA LINES LLC

By: _____

(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

(Title)

WITNESS:

CEX TRANSPORTATION, INC.

By: _____

(Title)

WITNESS:

NEW YORK CENTRAL LLC

By: _____

(Title)

CSXT Trackage Rights
over NSR
between
Pine, Indiana and Rock Island Junction, Illinois



Drawing IL-002

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and among PENNSYLVANIA LINES LLC (hereinafter referred to as "PRR"), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC (NYC), and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement among PRR, NSR and CSXT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator, hereby grant to CSXT, 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 PRR and operated by NSR (hereinafter referred to as "Subject Trackage"):

The Rockport Yard Leads owned by PRR and operated by NSR between the connection of the parties at CP Short, at or near Milepost 16.6, and connection with the Chicago Line operated by NSR at CP 190, at or near Milepost 19.7, all located in Cleveland, Ohio, a distance of approximately 3.1 miles, as marked on Drawing No. JCRI attached hereto and made a part hereof.

SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of CSXT using same for bridge traffic only between the terminals of Subject Trackage and CSXT 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 CSXT 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) CSXT will pay NSR 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 CSXT 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 (½) of a Railcar.

(c) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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 NSR ("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 CSXT 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 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) and 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); provided, however, that 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 and 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.

(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:

PENNSYLVANIA LINES LLC

By: _____
(Title)

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

By: _____
(Title)

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and between NORFOLK AND WESTERN RAILWAY COMPANY, including its subsidiaries and affiliates (NW), NEW YORK CENTRAL LLC (NYC), and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement between NW, CSXT and NYC dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

NW, as owner, hereby grants to CSXT, 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 NW (hereinafter referred to as "Subject Trackage"):

NW's Detroit District between the connection of the parties at Delray, Michigan, at or near Milepost D4.4, and connection of the parties at Ecorse Junction, Michigan, at or near Milepost D5.8, a distance of approximately 1.4 miles, as marked on Drawing No. MI-001 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 CSXT using same for bridge traffic only between the terminals of Subject Trackage and CSXT shall not perform any local freight service whatsoever at any point located on Subject Trackage.

(b) NW shall construct at the sole cost and expense of CSXT "hold-out" signals for Ecorse Junction south or west of NW's tri-level facility near Lincoln Yard. CSXT shall not proceed onto the Subject Trackage until said signals display a an aspect permitting movement over the Subject Trackage, and CSXT's crews have received permission to enter the Subject Trackage under terms of Subarticle 3(b) of the Master Trackage Rights Agreement.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by CSXT 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) CSXT will pay NW 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 CSXT 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 NW's or CSXT's account) shall count as one-half (½) of a Railcar.

(c) NW shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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 NW ("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 CSXT 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 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 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:

NORFOLK AND WESTERN RAILWAY COMPANY

By: _____
(Title)

WITNESS:

CSX TRANSPORTATION, INC.

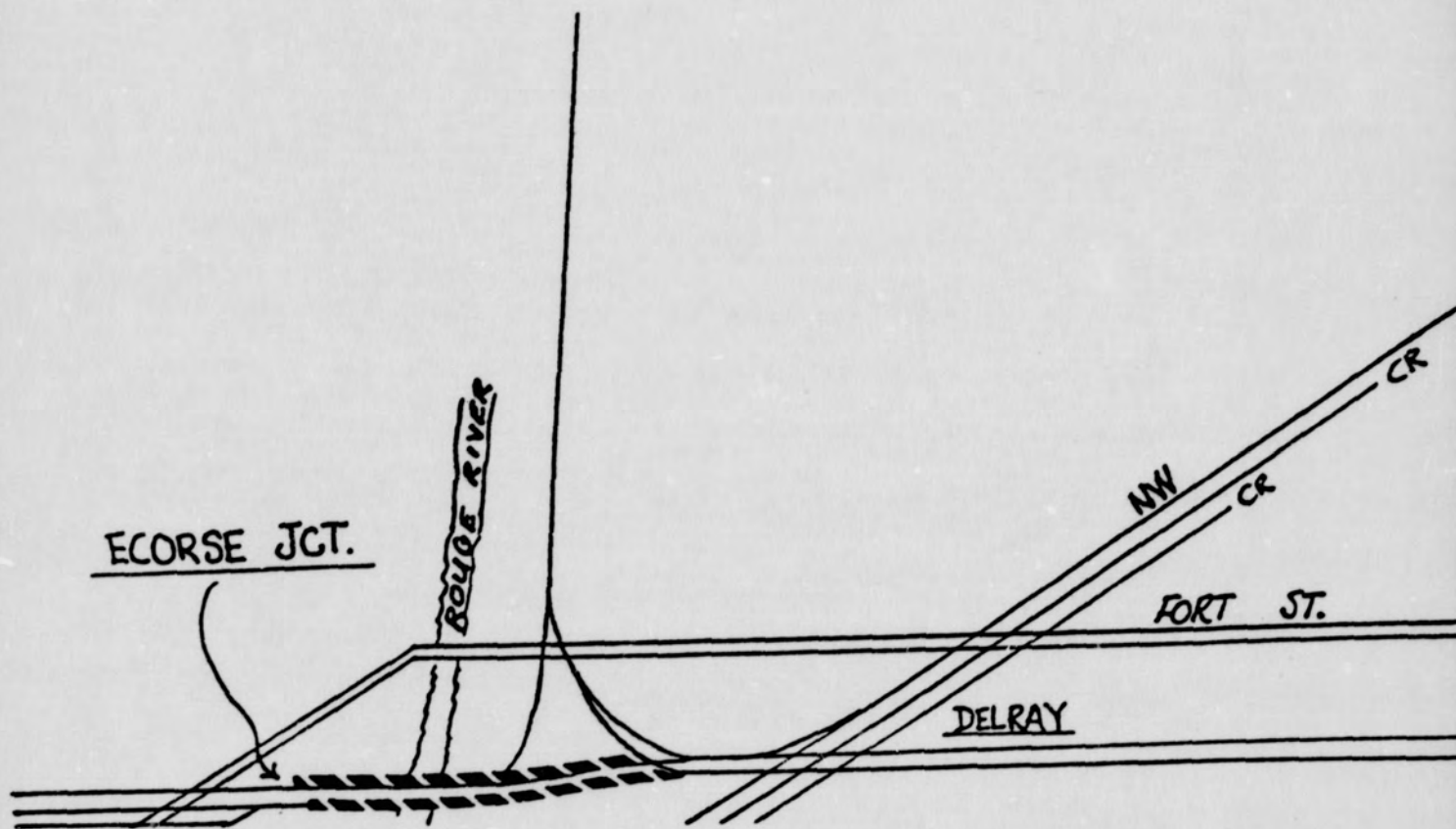
By: _____
(Title)

WITNESS:

NEW YORK CENTRAL LLC

By: _____
(Title)

CSXT Trackage Rights
over NSR
between
Delray, Michigan
and
Ecorse Junction, Michigan



FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and among PENNSYLVANIA LINES LLC (hereinafter referred to as "PRR"), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC ("NYC") and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement among PRR, NSR and CSXT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator, hereby grant to CSXT, 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 NSR (hereinafter referred to as "Subject Trackage"):

The _____ Subdivision owned by PRR and operated by NSR between the connection parties at Bucyrus, Ohio, at or near Milepost _____, and Sandusky, Ohio at or near Milepost _____, a distance of approximately _____ miles, as marked on Drawing No. _____ 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 CSXT to serve, via NSR switch only, industries located at Sandusky, Ohio, as listed on Exhibit "A" attached hereto and made a part hereof. NSR will deliver CSXT's traffic to the said industries under a separate switching agreement between the parties. CSXT's movements between Bucyrus and Sandusky shall be limited to overhead movements to and from Sandusky.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by CSXT 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) CSXT will pay NSR 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 CSXT 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

(b) CSXT will pay NSR 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 CSXT 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 UMTRA 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 "S256" 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 (½) of a Railcar.

(c) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and between PENNSYLVANIA LINES LLC, NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC (NYC) and CSX TRANSPORTATION, INC. (CSXT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement between NSR and CSXT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator hereby grant to CSXT, 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 PRR and operated by NSR (hereinafter referred to as "Subject Trackage"):

NSR's Chicago line owned by PRR and operated by NSR between CP509 (Rock Island Jct.), Chicago, Illinois, at or near Milepost _____, and NSR's "Park Manor" Intermodal Terminal, located at 63rd Street, in Chicago, Illinois, at or near Milepost _____, a distance of approximately _____ miles, as marked on Drawing No. _____ attached hereto and made a part hereof. Park Manor is leased to CSXT under a separate agreement by and between the parties of even date hereof.

SECTION 2. RESTRICTION ON USE:

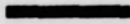
The Trackage Rights herein granted are granted for the sole purpose of CSXT using same for bridge traffic only between the terminals of Subject Trackage and CSXT shall not perform any local freight service whatsoever at any point located on Subject Trackage. CSXT may operate a maximum of six (6) trains per day.

SECTION 3. COMPENSATION:

(a) The factor to be used in calculating payments to be made by CSXT 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 hundred dollars (\$100.00) per car, subject to change as provided in Section 4 hereof.)

Brighton Park (B&OCT Crossover)

Subject Tracks



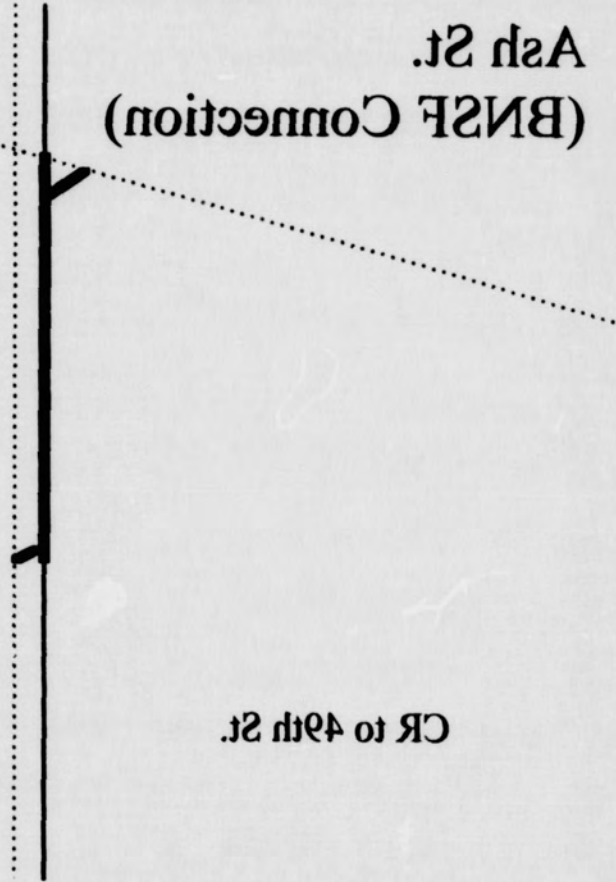
B&OCT

BNSF

CR to North

Ash St.
(BNSF Connection)

CR to 49th St.



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.

PENNSYLVANIA LINES LLC

WITNESS:

By: _____
(Title)

NORFOLK SOUTHERN RAILWAY COMPANY

WITNESS:

By: _____
(Title)

THE BALTIMORE AND OHIO CHICAGO
TERMINAL RAILROAD COMPANY

WITNESS:

By: _____
(Title)

NEW YORK CENTRAL LLC

WITNESS:

By: _____
(Title)

(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 NSR ("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 CSXT 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 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) and 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); provided, however, that 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 and 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.

(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.

caboose units moved by BOC 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 "2566" 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's equipment (or comparable bimodal freight hauling equipment in either NSR's or BOC's account) shall count as one-half (1/2) of a Railcar.

(c) NSR shall on or about the fifteenth (15th) day of each month render billing to BOC for BOC'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.

FORM A
TRACKAGE RIGHTS ADDENDUM

This Form A - Trackage Rights Addendum entered into this day of _____, 1997 by and between PENNSYLVANIA LINES LLC, NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates (NSR), NEW YORK CENTRAL LLC ("NYC") and THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY (BOCT), hereby incorporates by reference an addendum to the Master Trackage Rights Agreement between NSR and BOCT dated _____, 1997 governing trackage rights between the parties.

SECTION 1. DESCRIPTION:

PRR, as owner, and NSR, as operator, hereby grant to BOCT, 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 PRR and operated by NSR (hereinafter referred to as "Subject Trackage"):

The Chicago line owned by PRR and operated by NSR between the connection of the parties at Brighton Park (BOCT Crossover), Chicago, Illinois, at or near Milepost _____, and connection of the BNSF at Ash Street Connection, Chicago, Illinois, at or near Milepost _____, a distance of approximately _____ miles, as marked on Drawing No. _____ attached hereto and made a part hereof.

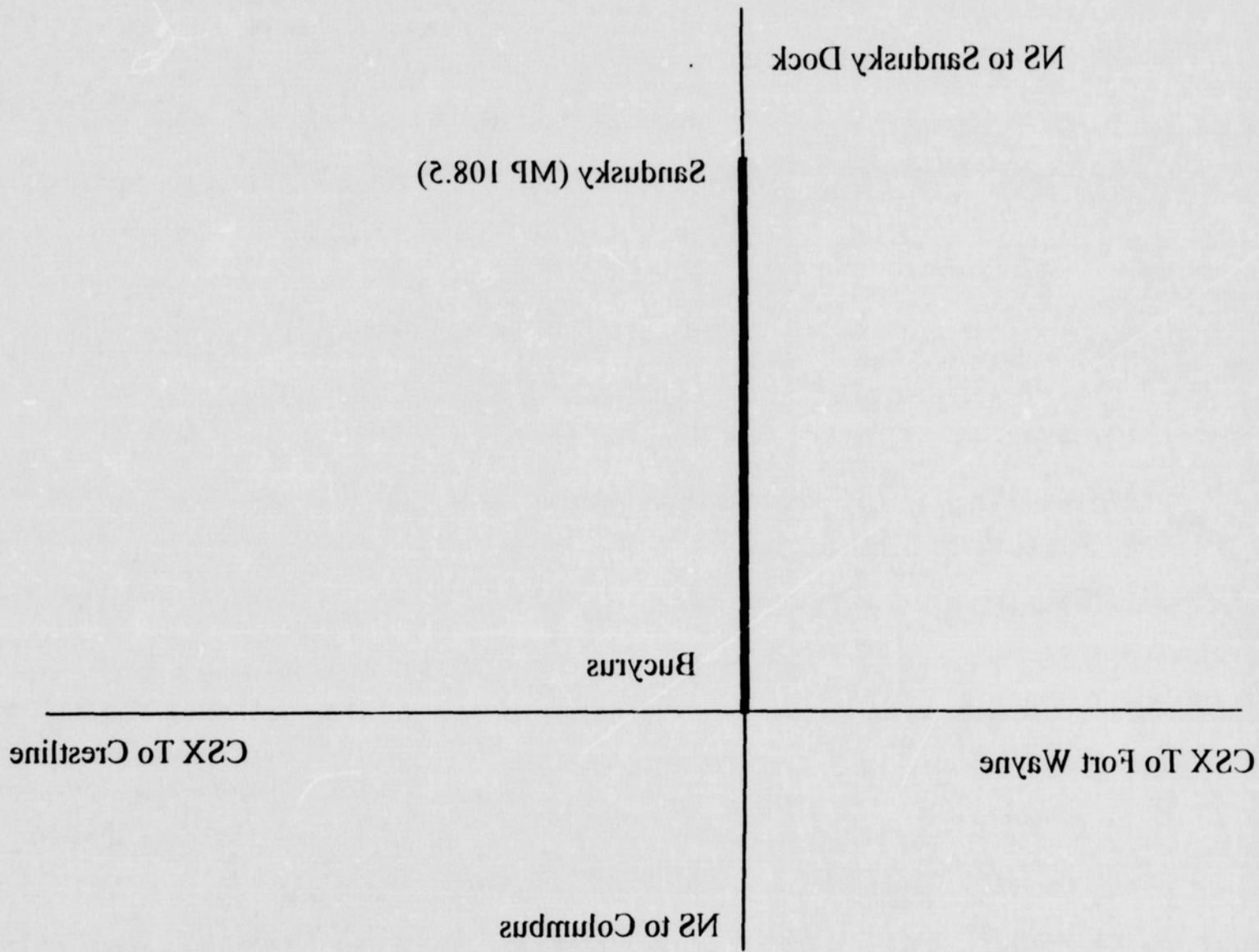
SECTION 2. RESTRICTION ON USE:

The Trackage Rights herein granted are granted for the sole purpose of BOCT using same for bridge traffic only between the terminals of Subject Trackage to access BNSF's and BOCT shall not perform any local freight service whatsoever at any point located on Subject Trackage. BOCT shall have the right and is hereby authorized to grant CSX Transportation, Inc., a BOCT affiliate, the same rights granted hereunder as if the train and Railcars of CSXT are considered BOCT for the purposes of this Agreement, and shall be governed by the terms and conditions of this Addendum.

SECTION 3. COMPENSATION:

- (a) The factor to be used in calculating payments to be made by BOCT 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) BOCT will pay NSR 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

Subject Trackage



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.

PENNSYLVANIA LINES LLC

WITNESS:

By: _____
(Title)

NORFOLK SOUTHERN RAILWAY COMPANY

WITNESS:

By: _____
(Title)

CSX TRANSPORTATION, INC.

WITNESS:

By: _____
(Title)

NEW YORK CENTRAL LLC

WITNESS:

By: _____
(Title)

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 NSR ("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 CSXT upon six (6) months written notice, or until termination of the Master Tracks Rights Agreement.

(b) 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) and 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); provided, however, that 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 and 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.

(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.

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 "2566" 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) NSR shall on or about the fifteenth (15th) day of each month render billing to CSXT for CSXT'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.

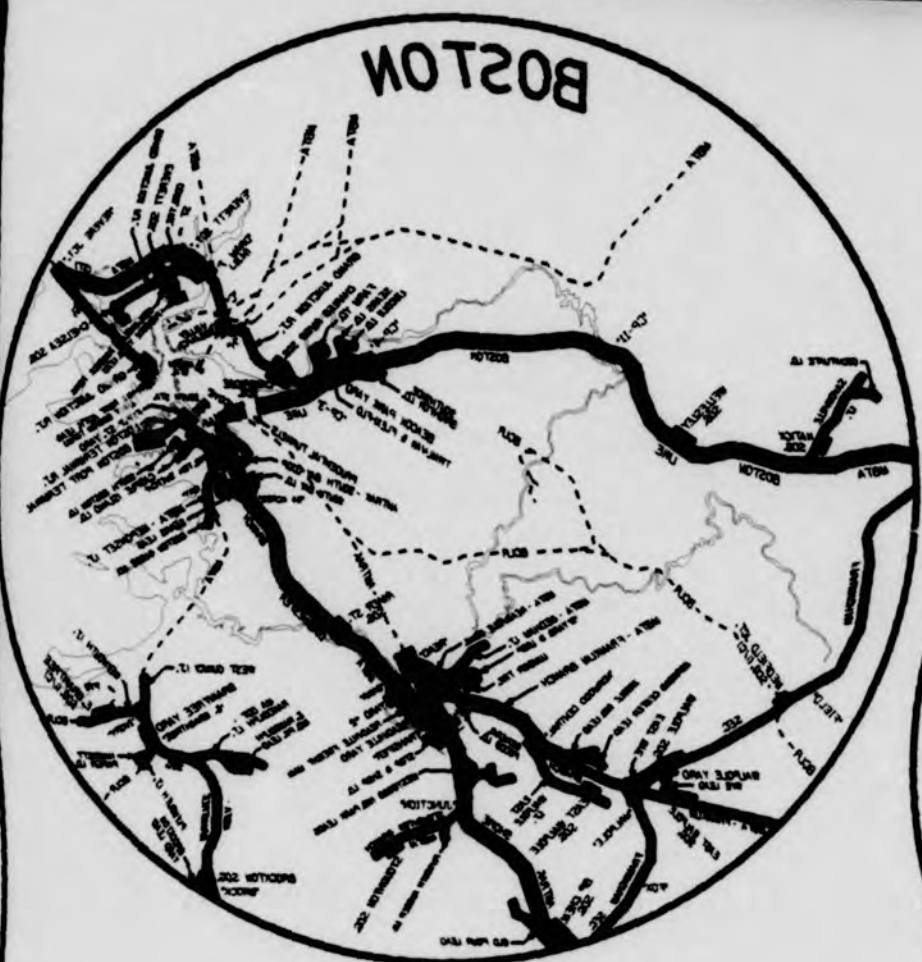
(b) The Current Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July first following the "Effective Date" of this Addendum, to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the annual 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.

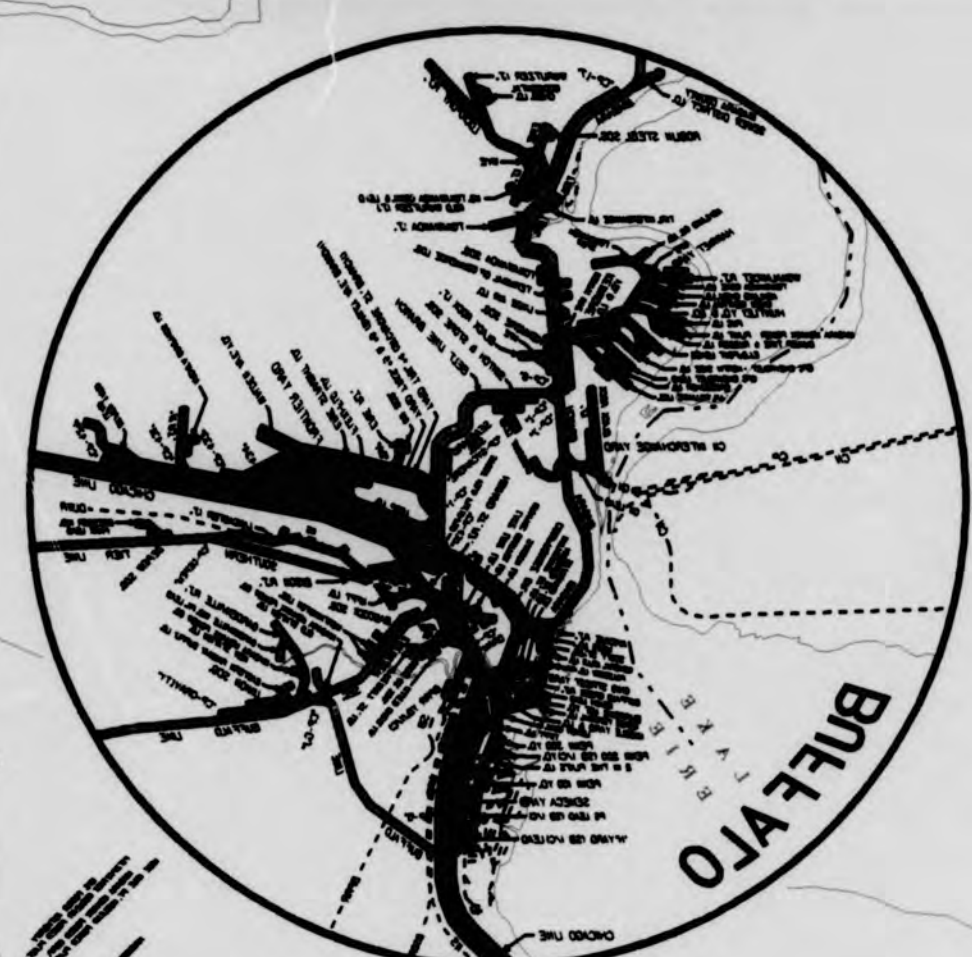
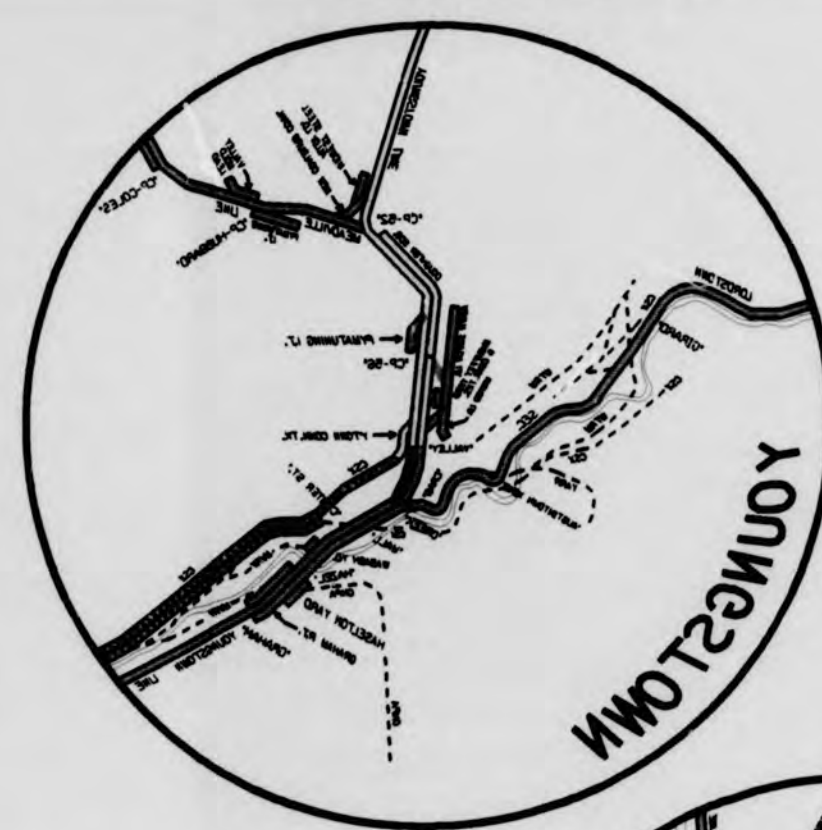
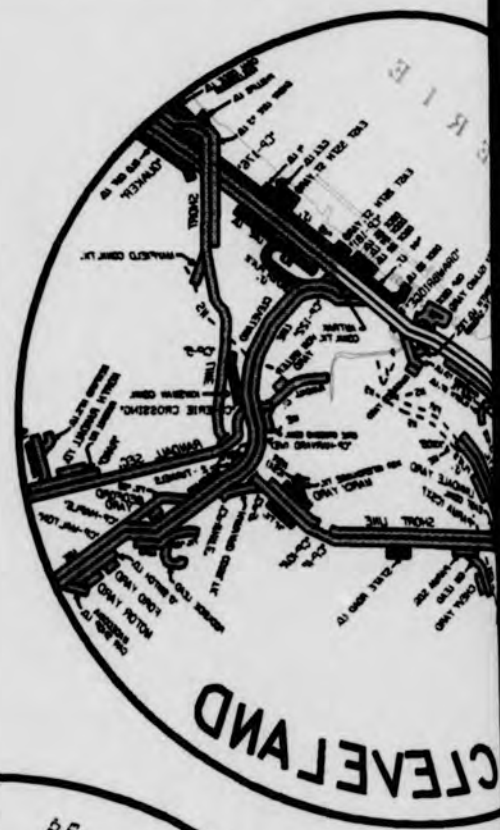
(c) In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977 appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an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

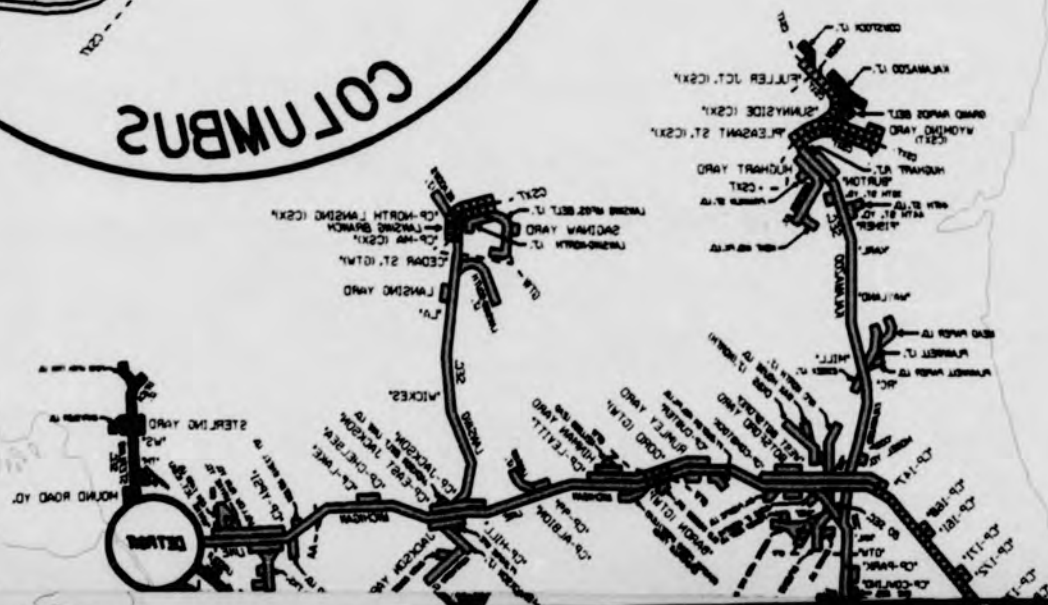
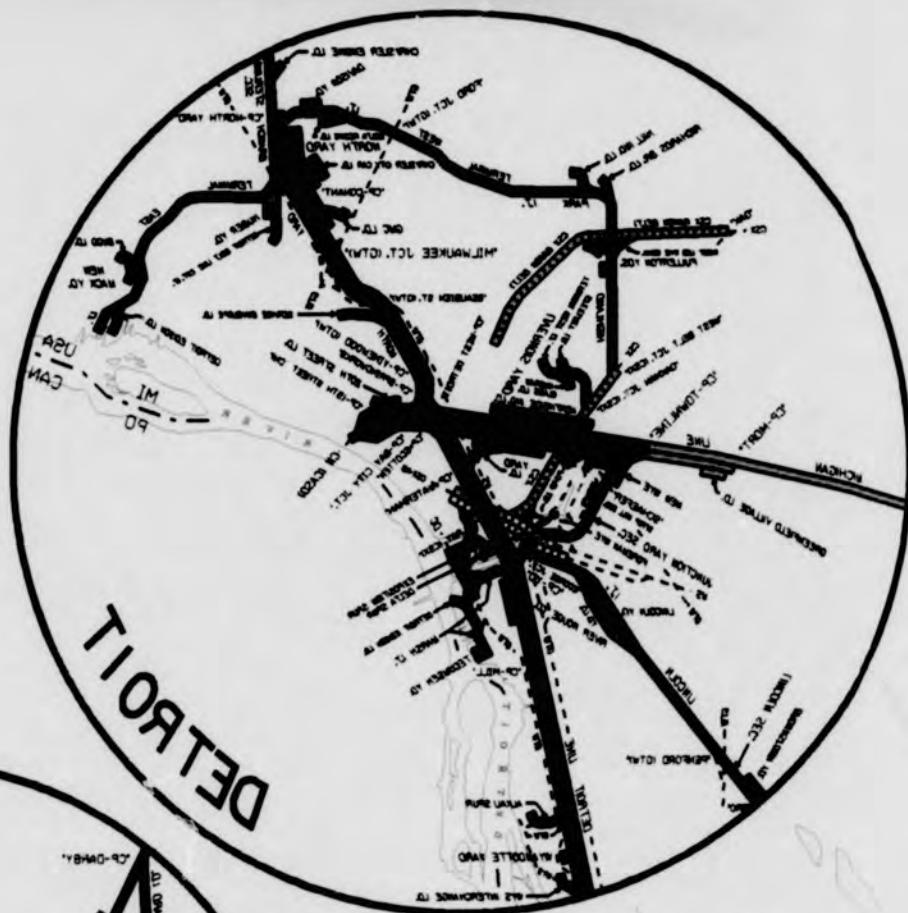
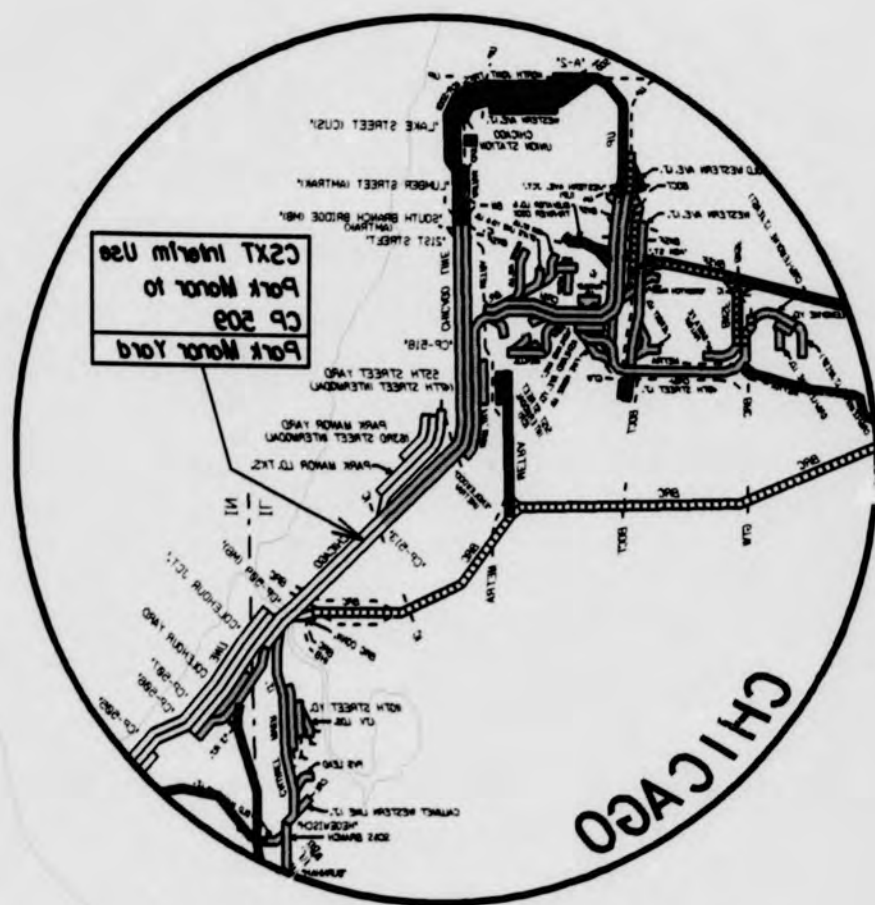
(d) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this

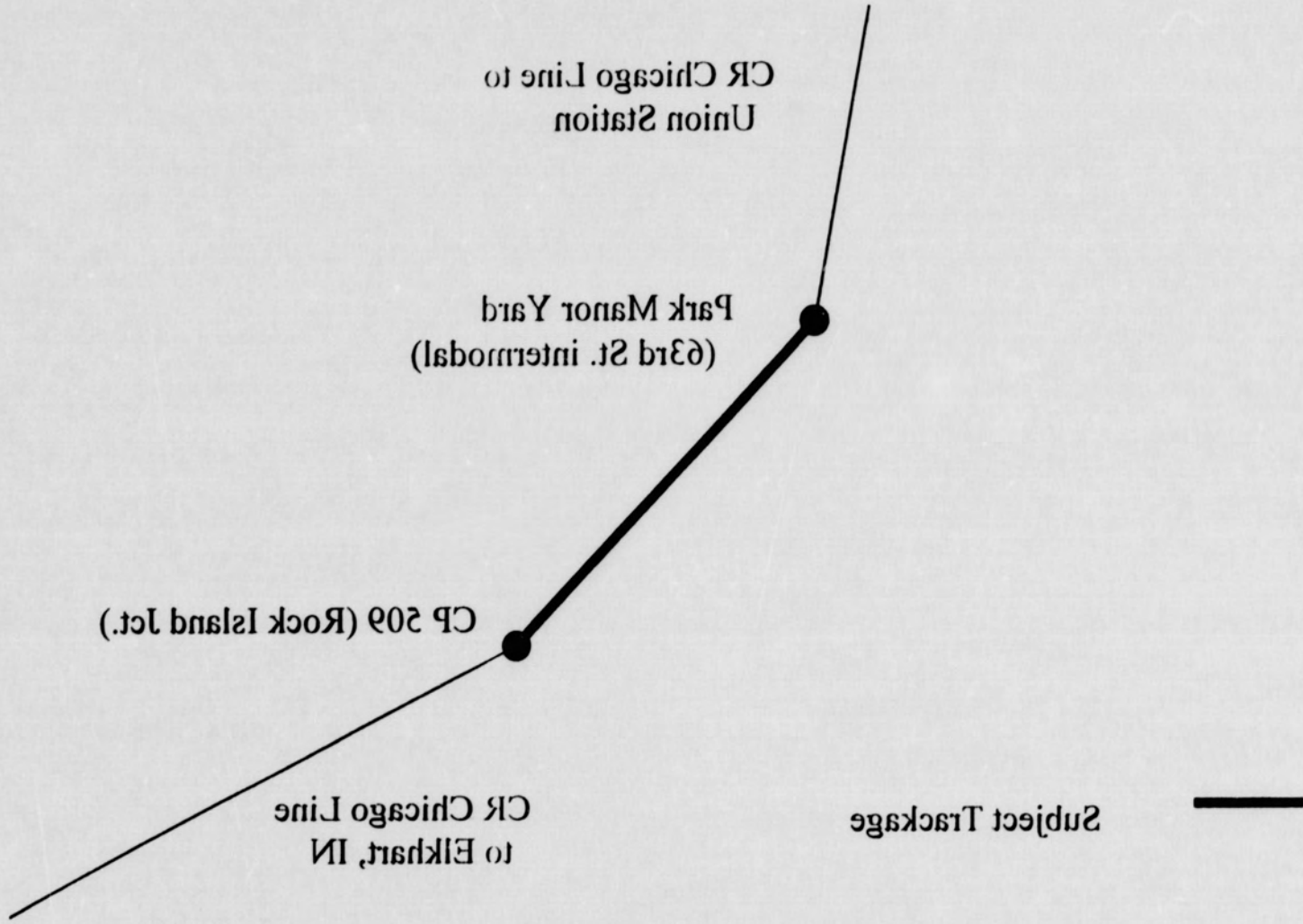
METROPOLITAN NEW YORK
& NORTH JERSEY
CITY











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.

PENNSYLVANIA LINES LLC

WITNESS:

By: _____
(Title)

NORFOLK SOUTHERN RAILWAY COMPANY

WITNESS:

By: _____
(Title)

CSX TRANSPORTATION, INC.

WITNESS:

By: _____
(Title)

NEW YORK CENTRAL LLC

WITNESS:

By: _____
(Title)

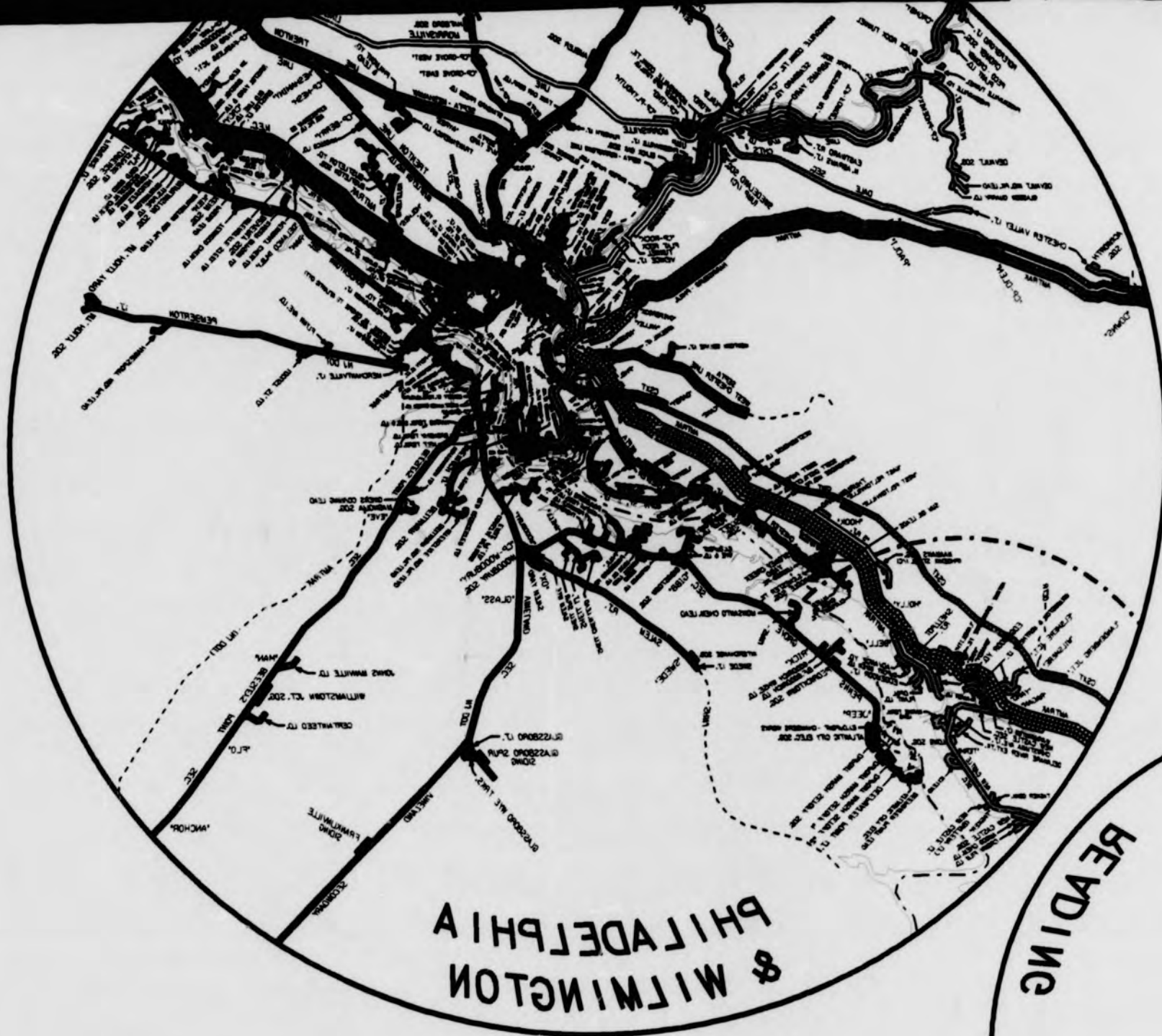
(b) At the option of either party hereto, the compensation provided for in this Addendum shall be open for renegotiation every five (5) years from the Effective Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a 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 NSR ("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 CSXT upon six (6) months written notice, or until termination of the Master Trackside Rights Agreement.

(b) 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) and 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); provided, however, that 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 and 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.

(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.



READING



CONRAIL

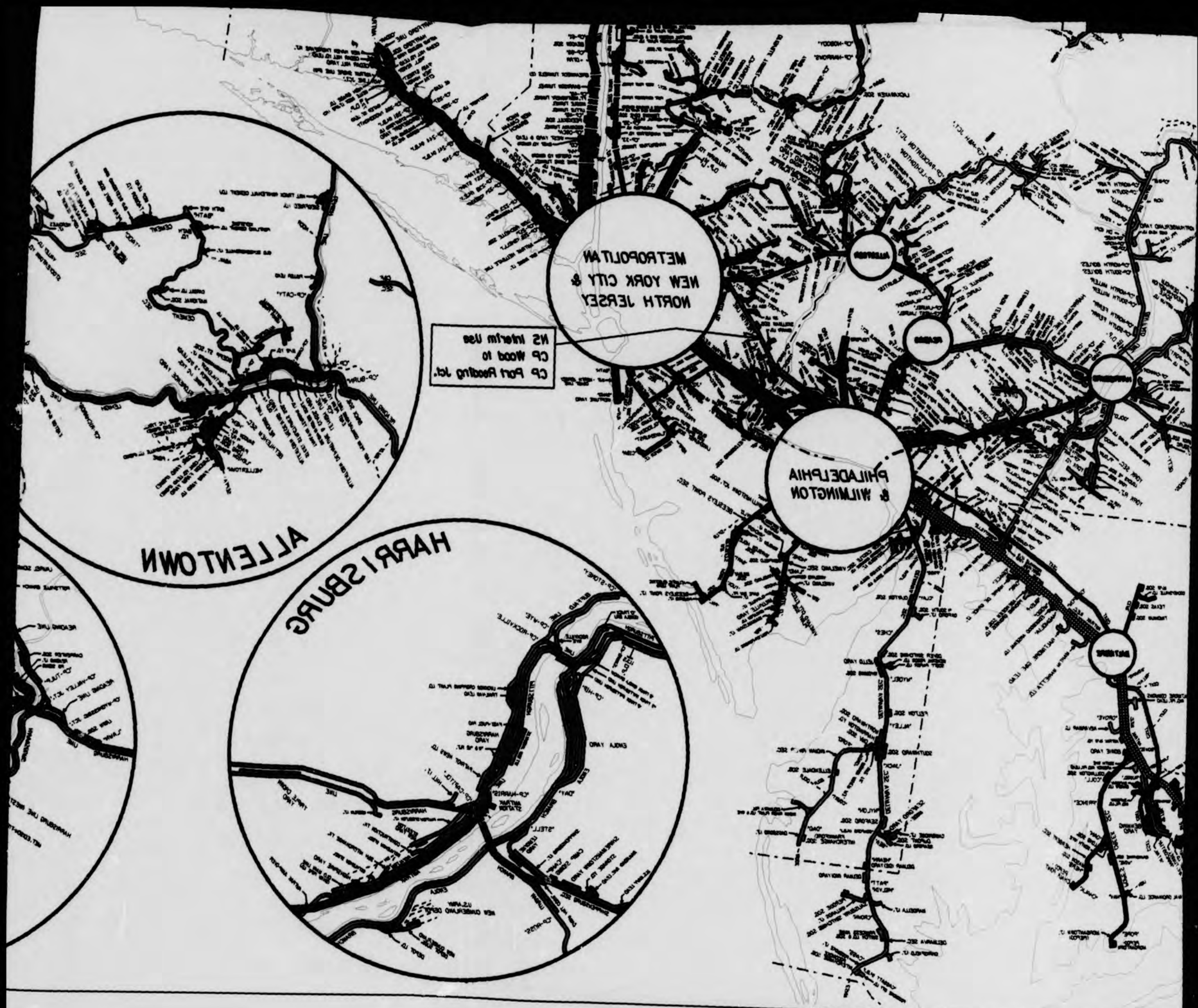
SYSTEM MAP

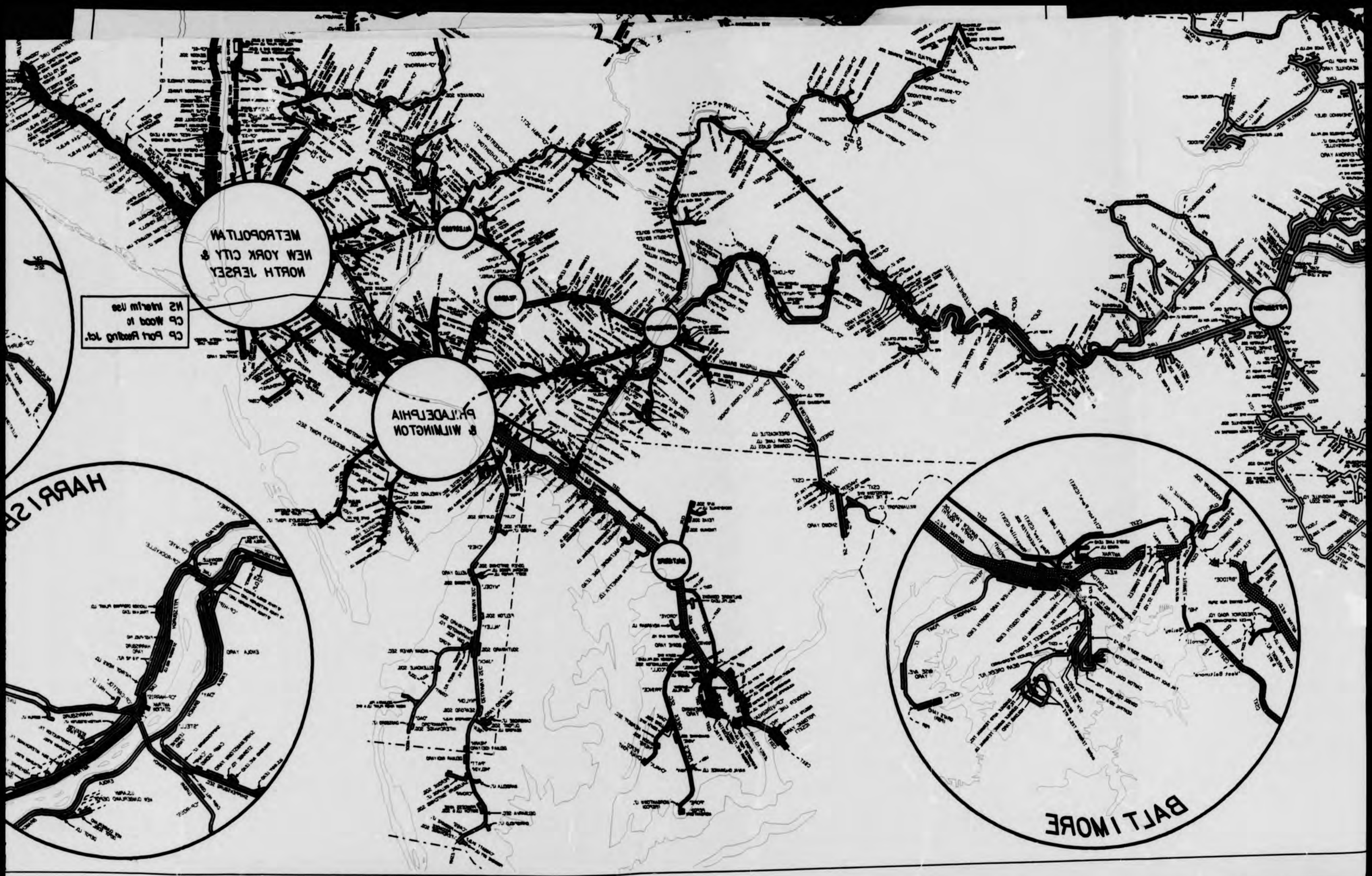
SHOWING
THE PROPOSED
ALLOCATION OF CONRAIL
LINES & RIGHTS

NO SCALE



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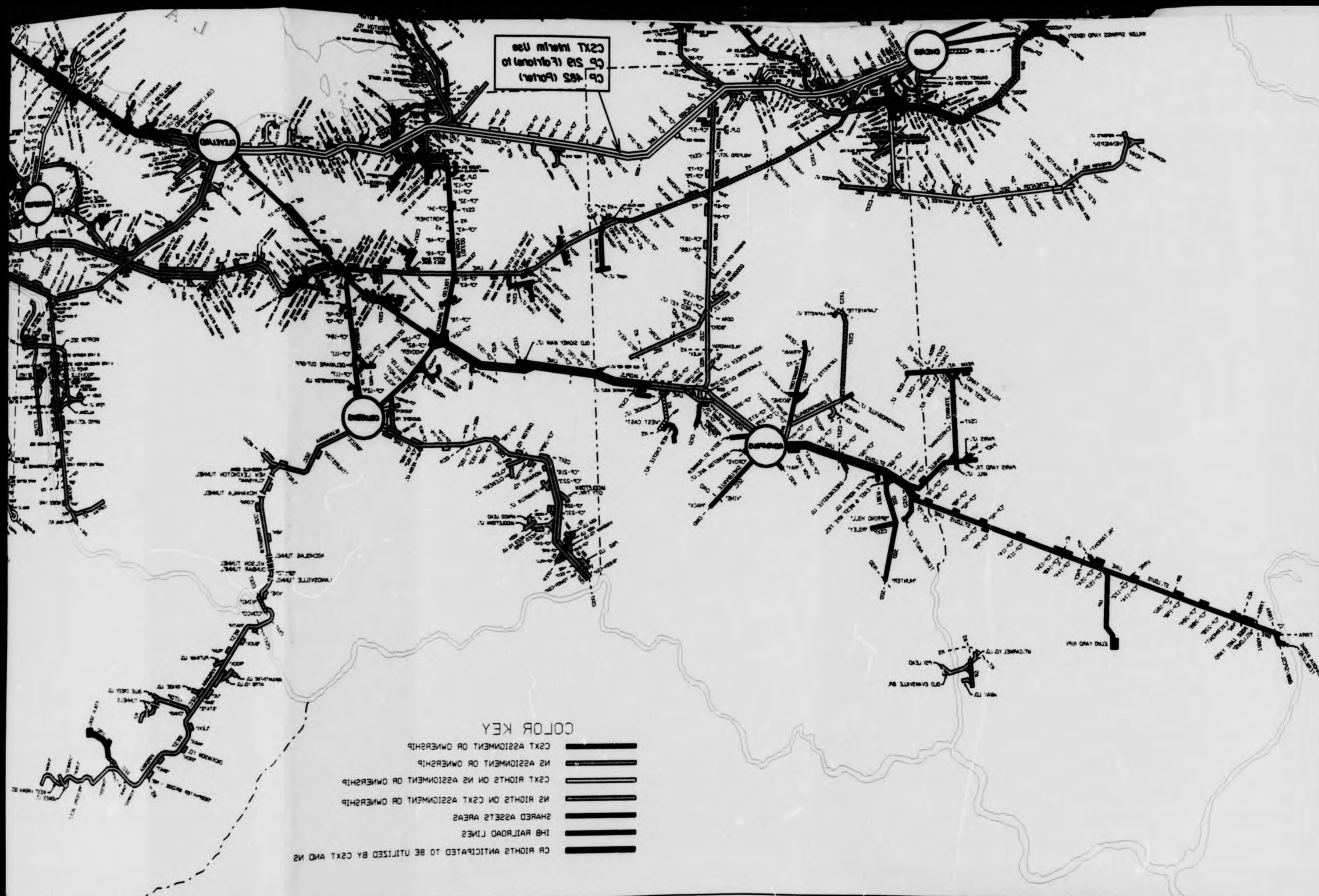
METROPOLITAN
NEW YORK CITY &
NORTH JERSEY

PHILADELPHIA
& WILMINGTON

BALTIMORE

HARRISBURG

NS Interim Use
CP Wood 10
CP Port Reading Jct.



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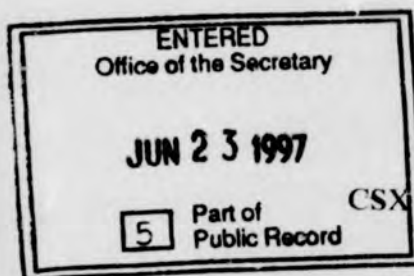
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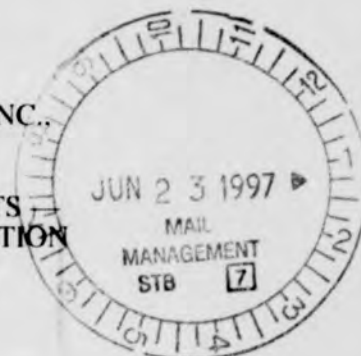
CSX/NS-25



BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 33388

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



RAILROAD CONTROL APPLICATION

**VOLUME 8C OF 8
AGREEMENTS
(EXHIBIT 2)**

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FILED

JUN 23 1997

**SURFACE
TRANSPORTATION BOARD**

VOLUME 8C

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HAULAGE AGREEMENT

THIS AGREEMENT, entered into as of the _____ day of _____, 1998, by and between CSX TRANSPORTATION, INC. (hereinafter referred to as "CSXT"), NORFOLK SOUTHERN RAILWAY COMPANY, including its subsidiaries and affiliates, (hereinafter referred to as "NSR") PENNSYLVANIA LINES LLC, a Delaware limited liability company (hereinafter referred to as "PRR") and NEW YORK CENTRAL LLC, a Delaware limited liability company (hereinafter referred to as "NYC"); and

W I T N E S S E T H: That

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 PPR and NSR;

WHEREAS, under terms of the Transaction Agreement, CSXT agreed to NSR arranging for transportation of Railcars, including loaded and empty Railcars moved in merchandise and/or intermodal trains over lines of railroad, between Berea, Ohio and Chicago, Illinois, owned by PPR and operated by NSR under the NSR Operating Agreement; and

WHEREAS, NSR is willing to transport said Railcars between the aforesaid locations, subject to the provisions hereof; and

WHEREAS, NSR and CSXT concur this Agreement will not serve to create any new or additional obligations with respect to car ownership between the parties.

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

SECTION 1. RAILCAR DEFINITION

For purposes of this Agreement:

(a) "Railcar", referred to herein, means, each railroad freight car, locomotive, caboose or other equipment (including RoadRailer® equipment) furnished in substitution of railroad equipment, loaded or empty, except that (i) a single standard flat car not exceeding 96 feet in length (excluding articulated flat cars) shall count as a single Railcar, (ii) freight railcars consisting of articulated units bearing AAR car type codes "Q"

and "S" shall count as multiple Railcars based on the second (numeric) digit of the car type code for such articulated units (by way of example, a car consisting of AAR Car Type Code "S566" would be counted as five Railcars (or corresponding car type codes and digits if the AAR car type codes should be modified at any time during the term of this Agreement), and (iii) 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 (½) of a Railcar. However, for the purpose of this Agreement, open top hopper cars, empty and loaded, used to haul bulk and/or minerals/agricultural products shall not be considered a Railcar.

SECTION 2. MANAGEMENT AND OPERATIONS

(a) NSR shall haul Railcars, in merchandise and/or intermodal trains received from CSXT, which Railcars are hereinafter referred to as "Haulage Railcars", over PRR's lines of railroad between the connections of the parties at Berea, Ohio and BNSF's "Willow Springs" intermodal terminal, located in Chicago, Illinois, and/or PRR's "Park Manor" intermodal terminal, which is leased to CSXT under terms of a separate agreement between the parties of even date, and/or between Berea and IHB's "Blue Island Yard", BOCT's "Barr Yard", IHB's "Gibson Yard", BNSF's "Corwith Yard", and UP's "Global One Yard", Chicago, Illinois, which lines of railroad are hereinafter referred to as

"Haulage Trackage", as marked on the map attached hereto, made a part hereof, and hereinafter referred to as "Exhibit A". The trains hauling the hereinabove described Haulage Railcars between the hereinabove identified locations are hereinafter referred to as "Haulage Trains".

(b) Haulage Trains shall be delivered by CSXT to NSR and by NSR to CSXT at Berea, Willow Springs Yard, Blue Island Yard, Barr Yard, Gibson Yard, Corwith Yard, or Global One Yard in Chicago, Illinois, as agreed between the parties. The Haulage Railcars shall be considered as physically delivered from one party to the other party when the provisions of the Association of American Railroads (hereinafter referred to as "AAR") Rules governing interchange of cars between carriers have been satisfied.

(c) NSR may make repairs to Haulage Railcars, trailers and containers as may be necessary for safe transit while in Haulage Trains, and NSR may make adjustments to or transfers of lading from crippled, defective, or overloaded Haulage Railcars, trailers and containers, as in its determination may be necessary to move said Haulage Railcars safely. CSXT shall reimburse NSR its full costs for all repairs, adjustments and lading transfers promptly upon receipt of billing therefor.

(d) CSXT shall furnish locomotives to NSR for Haulage Trains with sufficient fuel and supplies to handle said Haulage Trains between the respective locations.

(e) NSR shall operate a maximum of six (6) Haulage Trains in each direction per day between Berea and Park Manor. However,

a maximum of two (2) of said Haulage Trains may be operated in each direction daily beyond Park Manor to/from Willow Springs, subject to access rights by BNSF, and such Haulage Trains may set out and/or pick up CSXT Haulage Railcars at Park Manor during the term of this Agreement, provided such work is not in violation of NSR labor agreements. For the first six (6) months from the Effective Date of this Agreement, NSR may operate at CSXT's request a maximum of one (1) of the said Haulage Trains to/from BNSF's Corwith Yard, subject to access rights by BNSF, and a maximum of one (1) of the Haulage Trains to/from UP's Global One Yard, subject to access rights by UP, and such Haulage Trains may set out and/or pick up CSXT Haulage Railcars at Park Manor provided such work is not in violation of NSR labor agreements. The maximum number of daily Haulage Trains shall be reduced each day by the number of CSXT trains operating between CP509 (Rock Island Junction) and Park Manor under the terms and conditions of a separate Trackage Rights Agreement of even date.

(f) In the event that a Haulage Train of CSXT shall be forced to stop on the Haulage Trackage, due to mechanical failure of CSXT's equipment, or any other cause not resulting from an accident or derailment, and such Haulage Train is unable to proceed, or if a Haulage Train of CSXT fails to maintain the speed required by NSR on the Haulage Trackage, or if in emergencies, crippled or otherwise defective Railcars are set out of Haulage Trains on the Haulage Trackage, NSR shall have the option to furnish motive power or such other assistance as may be

necessary to haul, help or push such Haulage Trains, locomotives or Railcars, or to properly move the disabled equipment off the Haulage Trackage, and CSXT shall reimburse NSR for the cost of rendering any such assistance.

SECTION 3. HAULAGE SERVICE

NSR shall move Haulage Trains using CSXT locomotives and NSR crews, and shall provide the same level of service as NSR provides for its own trains moving between Cleveland, Ohio and Chicago, Illinois.

SECTION 4. CAR ACCOUNTING AND WAYBILLS

(a) For purposes of car reporting only, Haulage Railcars, trailers and containers are deemed to be interchanged between CSXT and NSR, and such Haulage Railcars, delivered by CSXT shall remain in CSXT's per diem account.

(b) CSXT shall furnish to NSR a car movement waybill for each Haulage Railcar delivered to NSR, indicating the off-junction.

SECTION 5. HAULAGE CHARGES AND ESCALATION

(a) The constituent payments (hereinafter referred to as "Haulage Charge") to be made by CSXT for services performed by NSR hereunder shall be twenty-nine cents (\$0.29) per car mile. CSXT shall also reimburse NSR for the actual costs of crews provided by NSR, inclusive of agreed, industry-normal overhead

charges, upon receipt of billing from NSR.

(b) Notwithstanding any other provision of this Agreement, should the Haulage Service governed by this Agreement continue to be in effect after the six (6) months anniversary for the Corwith Yard or Global One Yard Haulage Trains, or after the third (3rd) anniversary for the Park Manor, Willow Springs, Blue Island Yard, Gibson Yard or Barr Yard Haulage Trains of the Effective Date of this Addendum, the Haulage Charge shall be Two Thousand Dollars per Haulage Railcar, subject to change as provided in Section 5 hereof.

(c) CSXT shall furnish to NSR a statement of the number of Haulage Railcars delivered to and received from NSR, along with payment of Haulage Charges for said Haulage Railcars, on a monthly basis.

(d) The Haulage Charge set forth in Subsection 5(a) hereof, shall be revised, upward or downward, effective July 1 of each year, beginning July 1 of the year first following the Effective Date of this Agreement, to compensate for the increase or decrease in the cost of labor and material, as reflected in the final Annual Indexes of Chargeout Prices and Wage Rates (1977=100), included in the "AAR Railroad Cost Indexes" issued by the Association of American Railroads. In making such determination, the final "Material prices, wage rates and supplements combined (excluding fuel)" index as shown on Table A - East shall be used. The Haulage Charge shall be revised by

calculating the percentage of increase or decrease, as the case may be, in the index figure for the calendar year ending on December 31 prior to the July 1 on which the adjustment is to be made related to the index for the previous calendar year, and applying that percentage to the Haulage Charge. By way of example, assuming "A" to be the "Material prices, wage rates and supplements combined (excluding fuel)" final index for the previous calendar year; "B" to be the "Material prices, wage rates and supplements combined (excluding fuel)" final index for the most recent calendar year; "C" to be the Haulage Charge; "D" to be the percentage of increase or decrease, the new revised Haulage Charge would be determined by the following formula:

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

$$(2) \quad (C \times D) + C = \text{new revised Haulage Charge, effective July 1 of the year being escalated}$$

(e) In the event the base for the AAR Railroad Cost indexes issued by the Association of American Railroads shall be changed from the year 1977, appropriate revision shall be made in the base (established as herein provided) for the calendar year 1977. If the Association of American Railroads or any successor organization discontinues publication of the AAR Railroad Cost Indexes, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the dispute will be arbitrated in the manner prescribed in Section 15.

SECTION 6. LIABILITY

(a) CSXT's sole obligation in the event of casualty or other loss shall be to assume all liability for damage to Haulage Railcars (including contents) handled by NSR in Haulage Trains, except when such liability is due to the gross negligence and/or intentional acts of NSR. Except as set forth above, in all other instances, whenever any loss of, damage to, or destruction of any real and/or personal property whatsoever or injury to or death of any person or persons whomsoever occurs in connection with the operations of NSR in the performance of this Agreement, NSR agrees to assume and bear all liability, cost and expense for claims, demands and exposures, including attorneys' fees, arising therefrom.

(b) The parties hereto agree the term "gross negligence" shall be defined as "the intentional failure to perform a manifest duty in reckless disregard of the consequences as affecting the life or property of another; such a gross want of care and regard for the rights of others as to justify the presumption of wilfulness and wantonness".

(c) Each party shall forever protect, defend, indemnify and save harmless the other, and its directors, officers, agents and employees from and against that liability, cost and expense assumed by the applicable party, pursuant to Subsection (a) hereinabove.

SECTION 7. PAYMENT OF BILLS

(a) Any discrepancies in the billing shall be reconciled between the parties hereto and shall be paid in the accounts of a subsequent statement. The records of the parties 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 period of three (3) years.

(b) Bills rendered pursuant to this Agreement, other than those set forth in Section 5 hereof, shall include direct labor and material costs, together with surcharges, overhead percentages and equipment rentals in effect at the time any work is performed.

SECTION 8. CLAIMS

CSXT will investigate, adjust, and defend all cargo related claim liability arising from a shipment filed with it in accordance with 49 U.S.C. Section 11706 or 49 C.F.R. Section 1005, or in accordance with any applicable transportation contract filed pursuant to 49 U.S.C. Section 10709.

SECTION 9. COMPLIANCE WITH LAW

Each party hereto shall comply with all applicable laws, rules, regulations, and orders promulgated by any government or governmental agency which affects the services provided hereunder. If any fine, penalty, cost or charge is imposed or assessed on or against either party hereto by reason of the other

party's non-compliance with any such laws, rules, regulations or orders, such non-complying party shall promptly reimburse and indemnify the other party for or on account of any such fine, penalty, cost, or charge, and all expenses and attorney's fees incurred in connection therewith, and, to the extent feasible, such non-complying party shall defend the interests of that other party in any related legal proceeding free of cost, charge, or expense to that other party.

SECTION 10. TERM

This Agreement shall become effective on a date as determined by an exchange of correspondence between the parties hereto (hereinafter referred to as the "Effective Date"), and shall continue in full force and effect for a period not to exceed three (3) years from the Effective Date; provided however that CSXT shall have the right to terminate this Agreement upon giving NSR at least thirty (30) days advance written notice.

SECTION 11. FORCE MAJEURE

The obligations, other than payment obligations, of the parties to this Agreement shall be subject to force majeure (which shall include but not limited to strikes, riots, floods, accidents, Acts of God, and other causes or circumstances beyond the control of the party claiming such force majeure as an excuse for nonperformance), but only as long as, and to the extent that, such force majeure shall prevent performance of such obligations.

SECTION 12. SUCCESSORS AND ASSIGNS

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 party, except to a controlled subsidiary.

SECTION 13. GENERAL PROVISIONS

(a) This Agreement and each and every provision hereof are 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 rights in any third party to recover by way of damages or otherwise against either of the parties hereto.

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

(c) This Agreement contains the entire agreement of the parties hereto with respect to NSR's movement of Haulage Trains over the Haulage Trackage, and it supersedes any and all other understandings between the parties with respect to that subject matter.

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

(e) All words, terms, and phrases used in this Agreement shall be considered in accordance with the generally applicable definition or meaning of such words, terms, and phrases in the railroad industry.

(f) If any term or provision hereto is determined to be unenforceable, such determination shall affect that term or provision only and all of the other terms and provisions of this Agreement shall continue in full force and effect.

(g) The termination or expiration of this Agreement shall not relieve nor release either party hereto from any obligations or liabilities accrued as of the time of such termination or expiration.

(h) Nothing in this Agreement shall serve to create any new or additional obligation whatsoever between CSXT and NSR with respect to car ownership.

SECTION 14. DEFAULT AND TERMINATION

In the event of any substantial failure on the part of either party hereto 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 the non-defaulting party, the non-defaulting party shall have the right, at its option, after first giving thirty (30) days written notice thereof by certified mail, and notwithstanding any waiver of the non-defaulting party of any prior breach thereof, to terminate this Agreement. The exercise

of such right shall not impair the non-defaulting party's rights under this Agreement or any cause of action it may have against the defaulting party for the recovery of damages.

SECTION 15. 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. The foregoing provisions are subject to the other provisions in this Agreement with respect to the resolution of disputes or the failure of the parties to agree.

SECTION 16. 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 mutually agree, and shall be addressed as follows:

- (a) If to NSR:
c/o Vice President Transportation & Mechanical
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

(b) If to CSXT:
c/o Assistant Vice President Joint Facilities
CSX Transportation, Inc.
500 Water Street, J200
Jacksonville, Florida 32202

(c) If to PRR: (To be provided)

(d) If to NYC: (To be provided)

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

SECTION 17. CONFIDENTIALITY

Except as provided by law or by rule, order, or regulation of any court or regulatory agency with jurisdiction over the subject matter of this Agreement, or as may be necessary or appropriate for a party hereto to enforce its rights under this Agreement, during the initial and any renewal term of this Agreement and during three (3) years after termination or expiration of this Agreement, the terms and provisions of this Agreement and all information to which access is provided or obtained hereunder will be kept confidential and will not be disclosed by either CSXT or NSR to any party other than CSXT's and NSR's affiliates and the respective officers, employees, and attorneys of those affiliates, without the prior written approval of the other party.

SECTION 18. INDEMNITY COVERAGE

As a 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 hereto shall 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.

SECTION 19. EFFECT ON OTHER AGREEMENTS

All other rules, arrangements and agreements between NSR and CSXT which govern interchange of freight shipments and equipment between NSR and CSXT including, but not limited to, administration and payment of freight claims, and collection and accounting for charges and revenues, shall continue to apply, except such rules, arrangements and agreements as are inconsistent with the terms and conditions of this Agreement.

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.

As to CSXT. By: _____
(Title)

WITNESS: NORFOLK SOUTHERN RAILWAY COMPANY

As to NSR. By: _____
(Title)

WITNESS: PENNSYLVANIA LINES LLC

As to PRR. By: _____
(Title)

WITNESS: NEW YORK CENTRAL LINES LLC

As to NYC. By: _____
(Title)

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"), NORFOLK SOUTHERN RAILWAY COMPANY (hereinafter referred to as NSR) and NEW YORK CENTRAL LLC (hereinafter referred to as "NYC", included as a signatory for purposes of acknowledgment and consent).

WITNESSETH

WHEREAS, CSX Corporation ("CSX"), parent to CSX Transportation, Inc. ("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"); 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 Operation 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, NYC, desires to assume and succeed to rights and obligations of Conrail to certain Haulage Rights dated September 22, 1994, as supplemented, by and between Conrail and NSR related to haulage of cars in the account of Conrail by NSR over the NSR rail line between Normal, Illinois, and Lafayette, Indiana, a copy of which is attached hereto as Exhibit A (hereinafter "Haulage Agreement"); and

WHEREAS, Conrail, NSR and NYC 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 Section 12 of the Haulage Agreement, NSR hereby acknowledges and consents to Conrail's assignment to NYC of all Conrail's rights and obligations in the Haulage Agreement.

2. ASSIGNMENT, SUCCESSION AND ASSUMPTION

Conrail hereby gives and assigns to NYC all of Conrail's rights under and interests in the Haulage Agreement, and appoints NYC as its successor thereto. NYC hereby accepts such assignment and succession, and assumes as duties, obligations and liabilities of Conrail under the Haulage Agreement from and after the Effective Date as defined hereinafter. It is the intent of the parties hereto that NYC assume the entirety of Conrail's rights and obligations under the Haulage 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

NYC hereby agrees to indemnify Conrail, and hold it harmless from any liability in connection with the obligations assumed by NYC under this Agreement, from and after the Effective Date hereof. Conrail hereby agrees to indemnify NYC, and hold NYC 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 NYC 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 NYC 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 NYC.

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 acquisition of CRR by CSXT and NSR. 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 Indiana.
- (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) NSR, Conrail and NYC 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 Haulage Agreement specifically assumed by NYC herein, nothing contained in this Agreement is intended to nor shall it be construed to confer upon any party other than NSR, Conrail or NYC 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 NYC.

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:
NORFOLK SOUTHERN RAILWAY
COMPANY

By _____

As its _____

TO ACKNOWLEDGE AND CONSENT:
NEW YORK CENTRAL LLC

By _____
As its _____

HAULAGE AGREEMENT

THIS AGREEMENT, made as of the 22th day of September, 1994, by and between CONSOLIDATED RAIL CORPORATION (hereinafter referred to as "Conrail") and NORFOLK AND WESTERN RAILWAY COMPANY (hereinafter referred to as "NW").

WHEREAS, Conrail desires NW to haul loaded and empty multi-level cars, which originate or terminate at Bloomington, Illinois, over NW tracks, for the account of Conrail, between Bloomington, Illinois and Lafayette, Indiana; and

WHEREAS, NW is willing to haul said traffic over its tracks between Bloomington and Lafayette, subject to the provisions hereof; and

WHEREAS, NW and Conrail concur that this Agreement will not serve to create any new or additional obligations with respect to car ownership between the parties.

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

SECTION 1. GENERAL CONDITIONS

(a) NW shall haul loaded and empty multi-level cars in the account of Conrail which originate or terminate at Industry

tracks at Bloomington, Illinois, which multi-level cars are hereinafter referred to as "Haulage Cars" over NW's lines of railroad between Bloomington, Illinois, and the Conrail/NW interchange tracks at Lafayette (a.k.a. Altamont, Indiana), which lines of railroad are hereinafter referred to as "Haulage Tracks".

(b) Haulage Cars shall be delivered by NW to Conrail and by Conrail to NW at Lafayette, Indiana, on the interchange tracks designated under the separate agreement between NW and Conrail, dated May 27, 1980, and Haulage Cars shall be considered as physically delivered from one party to the other party at Lafayette, Indiana, when the provisions of the Association of American Railroads (AAR) Rules governing interchange of cars between carriers have been satisfied and the engine consist has been uncoupled from the delivering train.

(c) At Bloomington, Illinois, Haulage Cars shall be placed at or picked up from the industry by NW.

(d) NW may make repairs to Haulage Cars as may be necessary for safe transit while being hauled by NW, and NW may make adjustments to or transfers of lading from crippled, defective, or overloaded Haulage Cars, as in its determination may be necessary to move said Haulage Cars safely. Conrail shall reimburse NW its full costs for all repairs, adjustments and lading transfers promptly upon receipt of billing therefor.

SECTION 2.

HAULAGE SERVICE

(a) NW shall move Haulage Cars using its own locomotives and crews and shall provide the same level of service for Haulage Cars as the service NW provides for its own cars and trains moving between Bloomington, Illinois and Lafayette, Indiana.

(b) This Agreement is intended to cover the movement by NW of Haulage Cars in NW's scheduled trains, and nothing herein is to be construed as creating an obligation for NW to operate special train service for the movement of Haulage Cars, nor shall this Agreement be construed to prevent NW from moving Haulage Cars in special train service in the event NW elects to do so.

SECTION 3. CAR ACCOUNTING

For purposes of car reporting and car hire only, Haulage Cars are deemed to be interchanged between Conrail and NW on the aforesaid interchange tracks at Lafayette, Indiana and such Haulage Cars shall remain in NW's per diem account until they are physically delivered to Conrail on the aforesaid interchange tracks at Lafayette, Indiana. For the aforesaid time the Haulage Cars are deemed to be in NW's per diem account as aforesaid, NW shall pay all applicable car hire charges. Conrail shall reimburse NW on a flat per car basis as shown in attached Exhibit "B". The initial basis shall be in effect for an initial period of six (6) months and thereafter remain in effect until revised

at the request of either party.

SECTION 4. COMPENSATION

(a) The constituent payments to be made by Conrail for train services performed by NW hereunder and related switch movements shall be as follows:

- (i) Conrail shall pay NW \$119.54 for each Haulage Car moved by NW from Bloomington, Illinois and delivered to Conrail by NW at Lafayette, Indiana (hereinafter "Haulage Charge"); and
- (ii) Conrail shall pay NW \$119.54 for each Haulage Car delivered to NW by Conrail at Lafayette, Indiana and moved by NW to Bloomington, Illinois (hereinafter "Haulage Charge"); and
- (iii) Conrail shall pay NW a flat rate for car hire, in accordance with the most current Exhibit "B" attached hereto, for each Haulage Car moved by NW from Bloomington, Illinois and delivered to Conrail by NW at Lafayette, Indiana; and
- (iv) Conrail shall pay NW a flat rate for car hire, in accordance with the most current Exhibit "B", attached hereto, for each Haulage Car delivered to NW by Conrail at Lafayette, Indiana and moved by NW to Bloomington, Illinois; and

(v) For the purposes of this Agreement, settlements by Conrail for the total number of empty Haulage Cars handled by NW hereunder shall not exceed the total number of loaded Haulage Cars handled by NW hereunder for each calendar year. For the purpose of this subsection, any excess of the total empty cars claimed over the total of loaded cars claimed shall be subject to refund by NW to Conrail by July 1 of the following year for haulage car handling and per diem for the value of the difference.

(vi) Conrail shall also pay NW the applicable switching charge (Currently \$186.00 as covered by Switching Agreement CRX-0260), as it may be revised from time to time, for each of the loaded Haulage Cars switched by NW from the Industry at Bloomington, Illinois (hereinafter referred to as the "Switch Charge").

(b) Said Haulage Charge shall include the placement and pulling of the Haulage Cars to and from aforesaid interchange tracks at Lafayette, Indiana. Conrail shall not be liable for any additional charges relating to switching of the Haulage Cars at either Bloomington, Illinois, or at Lafayette, Indiana.

(c) Conrail shall pay NW on a monthly basis the sum of the amounts determined as follows:

- (i) The amount computed by multiplying the Haulage Car Charge contained in Section 4(a)(i) (as may be revised in accordance with Section 5 hereof) by the total number of Haulage Cars handled between Bloomington, Illinois and Lafayette, Indiana; and
- (ii) The amount computed by multiplying the Haulage Car Charge contained in Section 4(a)(ii) (as may be revised in accordance with Section 5 hereof) by the total number of Haulage Cars handled between Lafayette, Indiana and Bloomington, Illinois; and
- (iii) The amount computed by multiplying the car hire charge in Section 4(a)(iii) (as may be revised in accordance with Exhibit "B" hereof) by the number of Haulage Cars handled between Bloomington, Illinois and Lafayette, Indiana; and
- (iv) The amount computed by multiplying the car hire charge in Section 4(a)(iv) (as may be revised in accordance with Exhibit "B" hereof) by the number of Haulage Cars handled between Lafayette, Indiana and Bloomington, Illinois; and
- (v) The amount computed by multiplying the Switch Charge by the number of loaded Haulage Cars switched by NW to or from the Industry during that month.

The payment shall be sent to Director Revenue Accounting, Norfolk and Western Railway Company, 125 Spring St. SW, Atlanta, Georgia 30303, no later than the 30th day of the following month.

SECTION 5 REVISION OF COMPENSATION

The Haulage Charge contained in Section 4.(a)(1) and Section 4.(a)(ii) shall be revised effective January 1 of each year, beginning January 1, 1995, to compensate for the increase or decrease in the cost of labor, material and fuel, as reflected in the Annual Indexes of Chargeout Prices and Wage Rates (1977=100), included in the "AAR Railroad Cost Indexes" issued by the Association of American Railroads. In making such determination, the final "Material prices, wage rates and supplements combined(including fuel)" index as shown on Table A - East shall be used. The Haulage Charge shall be revised by calculating the percentage of increase or decrease in the index of the year to be revised related to the index of the prior calendar year, and applying that percentage to the Haulage Charge. By way of example, assuming "A" to be the "Material prices, wage rates and supplements combined (including fuel)" final index figure for the year prior to the year to be revised; "B" to be the "Material prices wage rates and supplements combined (including fuel)" final index for the calendar year to be revised; "C" to be the Haulage Charge"; "D" to be the percentage of increase or decrease, the new revised Haulage Charge would be determined by the following formula:

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

(2) (C x D) + C = new revised Haulage
Charge effective
July 1 of the year
being escalated.

SECTION 6 LIABILITY

(a) Conrail's sole obligation in the event of casualty or other loss shall be to assume all liability (without regard to negligence) for damage to Haulage Cars (including contents) handled by NW for the account of Conrail.

(b) Conrail shall forever protect, defend, indemnify and save harmless NW and its directors, officers, agents and employees from and against that liability, cost and expense assumed by Conrail, pursuant to Subsection (a) above, regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance or misfeasance of NW or its directors, officers, agents or employees.

(c) For purposes of this section, Haulage Cars shall be considered as being in Conrail's account.

SECTION 7 PAYMENT OF BILLS

(a) Any discrepancies in the billing shall be reconciled

between the parties hereto and shall be paid in the account of the month following reconciliation. 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 this Agreement, other than those set forth in Section 4 hereof, shall include direct labor and material costs, together with surcharges, overhead percentages and equipment rentals in effect at the time any work is performed.

SECTION 8 COMPLIANCE WITH LAW

Each party hereto shall comply with all applicable laws, rules regulations, and orders promulgated by any government or governmental agency which affects the services provided hereunder. If any fine, penalty, cost or charge is imposed or assessed on or against either party hereto by reason of the other party's non-compliance with any such laws, rules, regulations or orders, such non-complying party shall promptly reimburse and indemnify the other party for or on account of any such fine, penalty, cost, or charge, and all expenses and attorneys' fees incurred in connection therewith, and, to the extent feasible, such non-complying party shall defend the interests of that other party in any related legal proceeding free of cost, charge, or expense to that other party.

SECTION 9 TERM

(a) This Agreement shall become effective as of the date first above written (hereinafter referred to as the "Effective Date"), and shall continue in full force and effect for a period of five (5) years from the Effective Date; provided however that Conrail shall have the right to terminate this Agreement during the initial term upon giving NW at least twelve (12) month's advance written notice.

(b) Unless this Agreement has been or is being terminated under (a) of this Section 9, Conrail shall have the right to renew this Agreement for additional five (5) year terms by giving notice thereof to NW not more than twelve (12) months and not less than six (6) months prior to expiration of the initial five (5) year term or subsequent term(s) of this Agreement.

(c) Upon the giving by Conrail of the notice in paragraph (b) above, the parties shall, upon request of either party, in good faith renegotiate the terms and conditions of this Agreement, and they shall attempt to adjust such terms and conditions as may be reasonable and equitable in light of any changed circumstances during the initial term or subsequent renewal terms of this Agreement. In the event the parties fail to reach agreement upon such renegotiation, the parties shall submit that controversy to arbitration for final disposition as set forth in Section 15 hereof.

(d) NW may terminate this Agreement after the initial five (5) year term on twelve (12) months written notice, in which case NW agrees to negotiate with Conrail in good faith to establish overhead trackage rights for Conrail over the Haulage Tracks upon substantially the same terms and conditions as will be negotiated for the parties use of the line between Warsaw and Ft. Wayne, Indiana.

SECTION 10 FORCE MAJEURE

Neither party to this Agreement shall be responsible to the other party hereto for delays or failure to perform under this Agreement if such delays or failure to perform are covered by circumstances beyond its control, including, but not limited to, Acts of God, floods, storms, earthquakes, hurricanes, tornadoes, or other severe weather or climatic conditions, acts of public enemy, war, blockade, insurrection, vandalism or sabotage, fire, accident, wreck, derailment, washout or explosion, strike, lockout or labor disputes experienced by the parties hereto, embargoes or Association of American Railroads (AAR) service orders, Federal Railroad Administration (FRA) orders, or governmental laws, orders or regulations.

SECTION 11 EMPLOYEE PROTECTION

Each party hereto agrees to indemnify and hold harmless the other party hereto against any and all costs and payments,

including benefits, allowances and arbitration, administrative and litigation expenses, arising out of claims or grievances made by or on behalf of its own employees, either pursuant to employee protective conditions imposed by a governmental agency upon that agency's approval or exemption of the services provided for in this Agreement or pursuant to any collective bargaining agreement. It is the intention of the parties hereto that each of them shall bear the full costs of protection of its own employees under employee protective conditions imposed by any governmental agency and grievances or claims filed by its own employees under its collective bargaining agreements.

SECTION 12 SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the parties hereto; provided, however, that neither party hereto shall transfer or assign this Agreement, or any of its rights, interests, or obligations hereunder, to any person, firm, or corporation without obtaining the prior written consent of the other party, excepting only a transfer or assignment from a party hereto to another corporation which has acquired substantially all of the rail assets of the assigning or transferring party by purchase, succession or merger.

SECTION 13 GENERAL PROVISIONS

- (a) This Agreement and each and every provision hereof are 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 rights in any third party to recover by way of damages or otherwise against either of the parties hereto.
- (b) All Section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.
- (c) This Agreement contains the entire agreement of the parties hereto with respect to NW's movement of the Haulage Cars over the Haulage Tracks, and it supersedes any and all other understandings between the parties with respect to that subject matter.
- (d) No term or provision of this Agreement may be changed, waived, or terminated except by an instrument in writing signed by both parties to this Agreement.
- (e) All words, terms, and phrases used in this Agreement shall be considered in accordance with the generally applicable definition or meaning of such words, terms, and phrases in the railroad industry.

(f) If any term or provision hereto is determined to be unenforceable, such determination will affect that term or provision only and all of the other terms and provisions of this Agreement will continue in full force and effect.

(g) As used throughout this Agreement, the word Industry shall mean Mitsubishi's Diamond Star Plant at Bloomington, Illinois as covered by Switching Agreement CRX-0260, copy attached.

(h) The termination or expiration of this Agreement will not relieve either party hereto from any obligations or liabilities accrued as of the time of such termination or expiration.

SECTION 14 DEFAULT AND TERMINATION

In the event of any substantial failure on the part of either party hereto 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 the non-defaulting party, the non-defaulting party shall have the right, at its option, after first giving thirty (30) days written notice thereof by certified mail, and notwithstanding any waiver of the non-defaulting party of any prior breach thereof, to terminate this Agreement. The exercise of such right shall not impair the non-defaulting party's rights

under this Agreement or any cause of action it may have against the defaulting party for the recovery of damages.

SECTION 15 ARBITRATION

Any unresolved controversy shall be settled through final and binding arbitration. The parties shall jointly submit the matter to final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator(s) shall be final and conclusive upon the parties hereto. Each party to the arbitration shall pay the compensation, costs, fees and expenses of its own witnesses, experts and counsel. The compensation, costs and expense of the arbitrator(s), if any, shall be borne equally by the parties hereto.

SECTION 16 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 other such means as the parties may mutually agree, and shall be addressed as follows:

(a) If to Conrail:

c/o General Manager-Contracts
Consolidated Rail Corporation
2001 Market Street - 14C
Philadelphia, PA 19101-1414

(b) If to NW:

c/o Vice President Transportation
Norfolk and Western Railway Company
Three Commercial Place
Norfolk, VA 23510-2191

(c) Either party may provide changes in the above addresses to the other party by personal service or certified mail.

SECTION 17 CONFIDENTIALITY

Except as provided by law or by rule, order, or regulation of any court or regulatory agency with jurisdiction over the subject matter of this Agreement or as may be necessary or appropriate for a party hereto to enforce its rights under this Agreement, during the initial and any renewal term of this Agreement and during three (3) years after termination or expiration of this Agreement, the terms and provisions of this Agreement and all information to which access is provided or obtained hereunder will be kept confidential and will not be disclosed by either Conrail or NW to any party other than Conrail's and NW's affiliates and the respective officers, employees, and attorneys of those affiliates, without the prior written approval of the other party.

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

WITNESS:

CONSOLIDATED RAIL CORPORATION

John I. Cairns

WITNESS:

By John I. Cairns

NORFOLK AND WESTERN RAILWAY COMPANY

John I. Cairns

By John I. Cairns

CALCULATION OF CAR HIRE FACTOR**I. Lafayette, Indiana to Bloomington, Illinois****A. TTX Cars**

Interchange at Lafayette to arrival at Bloomington
 28 hours X avg. hourly car hire time rate of \$1.28 = \$ 35.84

B. Railroad Marked Cars

Interchange at Lafayette to arrival at Bloomington
 28 hours X avg. hourly car hire time rate of \$1.28 = \$ 35.84

Mileage per car (181 miles X .053) 9.59

Total for Railroad marked cars \$ 45.43

II. Bloomington, Illinois to Lafayette, Indiana**A. TTX Cars**

Time car placed for loading until outbound movement
 28.3 hours X avg. hourly car hire time rate of \$1.28= \$ 36.22

Outbound moment to interchange at Lafayette, Indiana
 28 hours X avg. hourly car hire time rate of \$1.28 = 35.84

Total for TTX Cars \$ 72.06

B. Railroad Marked Cars

Time car placed for loading until outbound movement
 28.3 hours X avg. hourly car hire time rate of \$1.28= \$ 36.22

Outbound moment to interchange at Lafayette, Indiana
 28 hours X avg. hourly car hire time rate of \$1.28 = 35.84

Mileage per car (181 miles X .053) \$ 9.59

Total for Railroad Marked Cars \$ 81.65

EXHIBIT E

CAPITAL CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

CAPITAL CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT made as of _____, 199__ by and between Consolidated Rail Corporation, a Pennsylvania corporation, for itself and on behalf of its Affiliates (as hereinafter defined) (collectively, the "Contributor"), and New York Central Lines LLC/Pennsylvania Lines LLC, a Delaware limited liability company (the "Subsidiary").

WHEREAS, pursuant to the Transaction Agreement dated as of June 10, 1997 (the "Transaction Agreement") by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail Inc., the Contributor and CRR Holdings LLC, the Contributor agreed to contribute, assign, transfer, convey and deliver to the Subsidiary all of the right, title and interest of the Contributor in the NYC/PRR Allocated Assets and for the Subsidiary to assume and agree to pay, perform and discharge as and when due all of the NYC/PRR Allocated Liabilities.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and in the Transaction Agreement, the parties agree as follows:

1. Contribution. The Contributor does hereby contribute, assign, transfer, convey and deliver to the capital of the Subsidiary, its successors and assigns, the Contributor's entire

right, title and interest in and to the NYC/PRR Allocated Assets, all of which to be held and enjoyed by the Subsidiary for its own use and for the use of its successors, assigns or other legal representatives, and such contribution shall be the "Capital Contribution" for the purposes of the NYC/PRR LLC Agreement.

2. Assumption. In partial consideration of the contribution pursuant to Section 1 of this Agreement, the Contributor does hereby contribute, assign and transfer to the Subsidiary, its successors and assigns, the Contributor's entire right, title and interest in and to the NYC/PRR Allocated Liabilities, and the Subsidiary hereby accepts the assignment of the NYC/PRR Allocated Liabilities and assumes and agrees to pay, perform and discharge as and when due all of the NYC/PRR Allocated Liabilities, all in accordance with the terms of the Transaction Agreement.

3. Indemnity by Subsidiary. The Subsidiary does hereby indemnify, defend and hold harmless the Contributor, its Affiliates and Pennsylvania Lines LLC/New York Central Lines LLC from and against any and all Damages asserted against, relating to, imposed upon or incurred by any of them, directly or indirectly, by reason of or resulting from any NYC/PRR Allocated Liability.

4. Indemnity by Contributor. The Contributor does hereby indemnify, defend and hold harmless the Subsidiary from and against any and all Damages asserted against, relating to, imposed upon or incurred by the Subsidiary, directly or indirectly, by reason of or resulting from any Retained Liability.

5. Indemnification Procedures. (a) If any Action shall be threatened or instituted or any claim or demand shall be asserted against any Person who requires or requests indemnification under this Agreement (the "Indemnified Party") in respect of which indemnification may be sought under the provisions of this Agreement, the Indemnified Party shall promptly cause written notice of the assertion of any such claim, demand or Action of which it has knowledge to be forwarded to the Person who is required or requested to indemnify the Indemnified Party under this Agreement (the "Indemnifying Party"). The Indemnified Party's failure to give the Indemnifying Party prompt notice shall not preclude the Indemnified Party from obtaining indemnification from the Indemnifying Party hereunder unless the Indemnified Party's failure has materially prejudiced the Indemnifying Party's ability to defend the claim, demand or Action.

(b) If the Indemnified Party seeks indemnification from the Indemnifying Party as a result of a Third Party Claim, the Indemnifying Party shall have the right to promptly assume the control of the defense of any Action with respect to such Third Party Claim, including, at its own expense, employment by it of counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may, in its sole discretion and at its own expense, employ counsel to represent it in the defense of the Third Party Claim, and in such event counsel for the Indemnifying Party shall cooperate with counsel for the Indemnified Party in such defense, provided that the Indemnifying Party shall direct and control the

defense of such Third Party Claim or proceeding. The Indemnifying Party shall not consent to the entry of any judgment, except with the written consent of the Indemnified Party, and shall not enter into any settlement of such Third Party Claim without the written consent of the Indemnified Party which does not include as an unconditional term thereof the release of the Indemnified Party from all Liability in respect of such Third Party Claim.

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

(b) In no event shall any party be liable to the other parties for any consequential, indirect, incidental, punitive or other similar damages including but not limited to lost profits for any breach or default, or any act or omission arising out of or in any way relating to, this Agreement, the NYC/PRR Allocated Assets, the NYC/PRR Allocated Liabilities or any matter or theory concerning or relating to any of the foregoing, under any form or theory of action whatsoever whether in contract, tort or otherwise.

7. Power of Attorney. The Contributor hereby appoints and constitutes the Subsidiary as attorney-in-fact for the Contrib-

utor with respect to the transfer of title of any of the NYC/PRR Allocated Assets. The Subsidiary's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any NYC/PRR Allocated Assets, and to take any other actions necessary or incident to the powers granted to the Subsidiary in this Agreement.

8. Successors and Assigns. This Agreement shall inure to the benefit of the Contributor and the Subsidiary and their respective successors and assigns and shall be binding upon the Contributor and the Subsidiary and their respective successors and assigns, effective immediately upon its delivery.

9. Definitions. All capitalized terms not defined herein shall have the meanings ascribed to them in the Transaction Agreement; provided that, for the purposes of this Agreement, the Subsidiary and Pennsylvania Lines LLC/New York Central Lines LLC, respectively, shall not be "Affiliates" of the Contributor and vice versa, but "Affiliate" shall otherwise have the meaning ascribed thereto in the Transaction Agreement.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

IN WITNESS WHEREOF, this Contribution, Assignment and Assumption Agreement has been duly executed and delivered as of the date first written above.

CONSOLIDATED RAIL CORPORATION
(for itself and on behalf of
its Affiliates)

New York Central Lines LLC/
Pennsylvania Lines LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT F**TAX ALLOCATION AGREEMENT**

Tax Allocation Agreement, dated as of _____, 199_ ("Agreement"), by and among Green Acquisition Corp., a Pennsylvania corporation ("Green"), Conrail Inc., a Pennsylvania corporation ("CRR"), CRR Industries, Inc., a Pennsylvania corporation ("Industries"), Consolidated Rail Corporation, a Pennsylvania corporation ("CRC"), Pennsylvania Lines LLC, A Delaware limited liability company ("PRR") and New York Central Lines LLC, a Delaware limited liability company ("NYC").

WHEREAS, Green is the parent of an affiliated group of corporations (the "Affiliated Group"), as defined in section 1504(a) of the Code, filing a federal consolidated income tax return;

WHEREAS, CRR is a wholly-owned subsidiary of Green and CRC and Industries are wholly-owned subsidiaries of CRR;

WHEREAS, PRR and NYC are limited liability companies and are wholly-owned by CRC;

WHEREAS, PRR and NYC are treated (i) as divisions of CRC for federal tax purposes and by some states and local governments for state and local tax purposes and (ii) as corporations by other states and local governments for state and local tax purposes;

WHEREAS, it is the intent and desire of the Parties hereto that a method be established for allocating Income Taxes and Other Taxes, as hereinafter defined, among the Parties; and

WHEREAS, the Parties hereto also desire to provide for: (i) the treatment of refunds of Income Taxes and Other Taxes, and (ii) the conduct of audits, examinations, claims for refund and other proceedings that could result in a redetermination of Income Taxes or Other Taxes.

Now, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

ARTICLE I**DEFINITIONS**

As used in this Agreement, (including the recitals hereof), the following terms shall have the following meanings:

"Affiliated Group" has the meaning set forth in the Recitals above.

"Agreement" means this Tax Allocation Agreement entered into by and among Green, CRR, Industries, CRC, PRR and NYC.

"Ancillary Agreements" has the meaning set forth in the Transaction Agreement.

"Assets" has the meaning set forth in the Transaction Agreement.

"Code" means the U.S. Internal Revenue Code of 1986, as amended, or any successor law.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"CRC" has the meaning set forth in the Recitals above.

"CRC Group" means CRC and its Subsidiaries (excluding Subsidiaries of PRR and NYC).

"CRR" has the meaning set forth in the Recitals above.

"Green" has the meaning set forth in the Recitals above.

"Income Tax" or "Income Taxes" means all taxes based, in whole or in part, on net income or gross income (including alternative minimum and estimated taxes), together with any interest, penalties, additions to tax or additional amounts that may become payable in respect thereof, imposed by any federal, state, local, foreign or other taxing authority on a Party.

"Industries" has the meaning set forth in the Recitals above.

"Industries Group" means Industries and its Subsidiaries.

"Law" or "Laws" means the law of any governmental entity or political subdivision thereof, other than the Code, relating to any Income Tax or Other Tax.

"NYC" has the meaning set forth in the Recitals above.

"NYC Group" means NYC and its Subsidiaries.

"Other Tax" or "Other Taxes" means all taxes other than Income Taxes, however denominated, together with any interest, penalties, additions to tax or additional amounts that may become payable in respect thereof, imposed by any federal, state, local, foreign or other taxing authority on a Party, which taxes shall include, without limiting the generality of the foregoing,

fuel taxes, unemployment taxes, payroll and employee withholding taxes, sales and use taxes, ad valorem taxes, excise taxes (other than excise taxes based, in whole or in part, on net income or gross income), franchise taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers' compensation, and other obligations of the same or of a similar nature to any of the foregoing which a Party is required to pay, withhold or collect.

"Party" or "Parties" means, as the context requires, one or more of Green, CRR, Industries Group, a member of the Industries Group, CRC Group, a member of the CRC Group, PRR Group, a member of the PRR Group, NYC Group, or a member of the NYC Group.

"Person" means any individual and any partnership, joint venture, corporation, limited liability company, trust, unincorporated organization or other business entity formed or operating under the United States, state or foreign law.

"Prime Rate" means the prime interest rate publicly announced by Chase Manhattan Bank, N.A. in New York City from time to time as its prime rate.

"PRR" has the meaning set forth in the Recitals above.

"PRR Group" means PRR and its Subsidiaries.

"Return" or "Returns" means any report of Income Taxes or Other Taxes due, any information return with respect to Income Taxes or Other Taxes, or any other similar report, statement, declaration, or documentation required to be filed under the Code or other Laws, any claims for refund of Income Taxes or Other Taxes paid, and any amendments or supplements to any of the foregoing.

"Separate Return Liability" has the meaning set forth in Section 2.01(a) below.

"Subsidiary" or "Subsidiaries" means any Person other than PRR and NYC that directly or indirectly is under the Control of the Person in question.

"Tax Authority" means, with respect to any Income Tax or Other Tax, the governmental entity or political subdivision thereof that imposes such tax and the agency (if any) charged with the determination or collection of such Income Tax or Other Tax for such entity or subdivision.

"Tax Contest" means an audit, review, examination, or any other administrative or judicial proceeding (in each case including, without limitation, any determination with respect to a claim for refund and without regard to whether such matter was initiated by an appropriate Tax Authority or in response to a claim for a refund of Income Taxes or Other Taxes) with the purpose or effect of redetermining Income Taxes or Other Taxes of a Party.

"Tax Period" means, with respect to any Income Tax or Other Tax, the period for which the tax is reported as provided under the Code or other applicable Laws.

"Transaction Agreement" means the Transaction Agreement among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, CRR, CRC and CRR Holdings LLC, dated as of June 10, 1997.

ARTICLE II

ALLOCATION OF INCOME TAXES AND OTHER TAXES

Section 2.01. Allocation of Federal Income Taxes.

(a) For each Tax Period, Green, CRR, Industries Group, CRC Group, PRR Group and NYC Group each shall compute the liability on a separate return basis for federal Income Taxes as if each had been a separate, stand alone corporation, including the carryover of any tax attribute from a prior tax year on a separate return basis whether or not available in determining the Affiliated Group's federal Income Taxes for such Tax Period (the "Separate Return Liability"). In computing the Separate Return Liability of the Parties, gain or income associated with the division of Assets as contemplated under the Transaction Agreement and the Ancillary Agreements, if such gain or income results from the operation of the Transaction Agreement and the Ancillary Agreements as they exist on the date hereof, shall be treated as gain or income of the CRC Group irrespective of which Party actually recognizes such gain or income. The Separate Return Liability of PRR Group and NYC Group for a Tax Period shall be determined as if PRR and NYC were taxed as corporations consistent with the treatment of items by CRC in preparing its federal Income Tax Return for such Tax Period. CRR, Industries Group, CRC Group, PRR Group and NYC Group shall pay to Green within ten days of receiving a written request for payment from Green an amount (the "Allocable Share") equal to the Affiliated Group's federal Income Taxes for such Tax Period multiplied by a fraction, the numerator of which is the Separate Return Liability of CRR, Industries Group, CRC Group, PRR Group or NYC Group for such Tax Period and the denominator of which is the sum of the Separate Return Liabilities of Green, CRR, Industries Group, CRC Group, PRR Group and NYC Group for such Tax Period.

(b) If the federal Income Taxes of the Affiliated Group are adjusted for any Tax Period, whether by means of an amended Return, claim for refund, or after a Tax Contest, the liability of each of Green, CRR, Industries Group, CRC Group, PRR Group and NYC Group shall be recomputed under paragraph (a) of this Section 2.01 to give effect to such adjustments. In the case of a refund, Green shall pay to CRR, Industries Group, CRC Group, PRR Group and NYC Group their Allocable Share of the refund within ten days after the refund is received by Green. In the case of an increase in federal Income Taxes, CRR, Industries Group, CRC Group, PRR Group and NYC Group shall pay to Green their Allocable Share of such increase within ten

days after receiving notice of such liability from Green.

Section 2.02. Allocation of State and Local Income Taxes.

(a) State and local Income Taxes attributable to a Return filed by Green and which includes the income, profits or transactions of CRR, Industries Group, CRC Group, PRR Group and NYC Group shall be allocated among and paid by CRR, Industries Group, CRC Group, PRR Group and NYC Group consistent with the principles set forth in paragraphs (a) and (b) of Section 2.01 of this Agreement.

(b) State and local Income Taxes attributable to a Return which includes only the income, profits or transactions of one Party shall be paid by such Party. If a Return described in the preceding sentence includes the income, profits or transactions of a Party other than CRC and includes gain or income associated with the division of Assets as contemplated under the Transaction Agreement and the Ancillary Agreements (or, based on a Tax Contest, it is determined that such gain or income should have been shown on such Return, or such gain or income is shown on an amended Return), CRC shall make a cash payment to such Party within ten days after receiving written request for payment from such Party equal to the amount of such gain or income multiplied by the Party's applicable highest marginal State and local Income Tax rate, reduced by any Income Tax benefit therefrom.

Section 2.03. Allocation of Other Taxes.

(a) Other Taxes attributable to a return filed by Green and which relate to the assets, employees, transactions of or are otherwise attributable to CRR, Industries Group, CRC Group, PRR Group and NYC Group shall be allocated among and paid by CRR, Industries Group, CRC Group, PRR Group and NYC Group consistent with the principles set forth in paragraphs (a) and (b) of Section 2.01 of this Agreement.

(b) Other Taxes attributable to a Return which relates to only the assets, employees, transactions of or is otherwise attributable to only one Party shall be paid by such Party.

ARTICLE III

PREPARATION AND FILING OF RETURNS

Returns shall be prepared and filed by the Person obligated under the Code or other applicable Laws to file such Return. Green, CRR, Industries Group, CRC Group, PRR Group and NYC Group intend to file a consolidated federal income tax return and shall render assistance and cooperate with one another with respect to the preparation and filing of Returns.

ARTICLE IV

TAX AUDITS AND APPEALS

Section 4.01. Control of Audits and Appeals. A Tax Contest shall be controlled solely by the Party or Parties that (i) would be required under this Agreement to incur the economic cost of some or all of the Income Taxes or Other Taxes at issue or (ii) would be entitled under this Agreement to receive the economic benefit of a refund of some or all of the Income Taxes or Other Taxes at issue. If the potential liability or economic benefit may be shared by more than one Party, such Parties shall agree and cooperate as to the handling of the audit and appeals. To the extent they do not agree, Article VI shall apply.

Section 4.02. Expenses. The Party or Parties controlling the Tax Contest shall bear all expenses related thereto. In the event a Tax Contest is controlled by more than one Party, costs and expenses incurred in connection with such contest (including, without limitation, attorneys' fees) shall be shared based on each Party's potential liability or potential recovery with respect to such contest as agreed to by the Parties at the outset of such contest.

ARTICLE V

COOPERATION AND RECORD RETENTION

Green, CRR, Industries Group, CRC Group, PRR Group and NYC Group shall cooperate fully, as and to the extent reasonably requested by a Party, in connection with the filing of Tax Returns and any Tax Contest. Such cooperation shall include the retention and (upon a Party's request) the provision of records and information that are reasonably relevant to any such Tax Contest and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Green, CRR, Industries Group, CRC Group, PRR Group and NYC Group agree (A) to retain all books and records with respect to tax matters pertinent to a Party until the expiration of the statute of limitations (including extensions thereof) of the respective Tax Periods, and to abide by all record retention agreements entered into with any Tax Authority and (B) to give the other Parties reasonable written notice prior to transferring, destroying or discarding any such books and records and, if a Party so requests, Green, CRR, Industries Group, CRC Group, PRR Group and NYC Group, as the case may be, shall allow such Party to take possession of such books and records.

ARTICLE VI

DISPUTE RESOLUTION

Any dispute or disagreement relating to this Agreement shall be resolved under the dispute resolution procedures set forth in Section 11.12 of the Transaction Agreement.

ARTICLE VII

MISCELLANEOUS MATTERS

Section 7.01. Amendment and Waiver. This Agreement shall not be amended or modified in any manner whatsoever without the written consent of each of the Parties hereto. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or covenant, duty, agreement or condition.

Section 7.02. Entire Agreement. The Parties agree that this Agreement constitutes the entire Agreement between them in respect of the subject matter of this Agreement.

Section 7.03. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given on the date delivered if delivered personally (including by reputable overnight courier), on the date transmitted if sent by telecopy (which is confirmed) or on the date received if mailed by registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

- (a) If to Green, CRR, Industries, Industries Group, CRC or CRC Group:

Conrail, Inc.
2001 Market Street
Philadelphia, PA 19103
Telecopy number: 215-209-1300
Attention: Rick Kondan

- (b) If to PRR or PRR Group:

Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510
Telecopy number: 757-629-2898

Attention: James A. Hixon, Esq.
Vice President-Taxation

(c) If to NYC or NYC Group:

CSX Corporation
One James Centre
901 East Cary Street
Richmond, Virginia 23219
Telecopy number: 804-783-1334
Attention: James P. Peter
Vice President-Taxes

Section 7.04. Remedies. Any Party having any rights under any provision of this Agreement will have all rights and remedies set forth in this Agreement and all rights and remedies which such Party may have been granted at any time under any other agreement or contract and (except as may be limited by this Agreement) all of the rights which such Party may have under any law. Any such Party will be entitled to enforce such rights specifically, without posting a bond or other security, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law.

Section 7.05. Successors and Assigns. No Party hereto may assign or delegate any of such Party's rights or obligations under or in connection with this Agreement without the written consent of the other Parties hereto. All covenants and agreements contained in this Agreement by or on behalf of any of the Parties hereto will be binding upon and enforceable against the respective successors and assigns of such Party and will be enforceable by and will inure to the benefit of the respective successors and permitted assigns of such Party.

Section 7.06. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 7.07. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same Agreement.

Section 7.08. Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Section 7.09. No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any Person other than the Parties hereto and their respective successors and permitted assigns.

Section 7.10. Form of Payments and Late Payments. Any payments owed by one Party to another under this Agreement shall be made in the currency in which the tax to which such payment relates is assessed by the Tax Authority, and shall be paid in immediately available funds and in such other manner as the Party to whom such payment is owed may reasonably request. Any payments required by this Agreement that are not made when due shall bear interest at the Prime Rate plus six percent from the due date of the payment to the date paid.

Section 7.11. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement will be governed by the internal law, and not the law of conflicts, of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Agreement has been duly executed as of the day and year first above written.

ACQUISITION CORP.,
a Virginia corporation

By: _____
Title: _____

CONRAIL INC.,
a Pennsylvania corporation

By: _____
Name: _____
Title: _____

CRR INDUSTRIES, INC.,
a Pennsylvania corporation

By: _____
Name: _____
Title: _____

CONSOLIDATED RAIL CORPORATION,
a Pennsylvania corporation

By: _____
Name: _____
Title: _____

PENNSYLVANIA RAILROAD LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

NEW YORK CENTRAL LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

**SHARED ASSETS AREA
OPERATING AGREEMENT
FOR
NORTH JERSEY**

Dated as of _____, __, 199_

By and Among

**CONSOLIDATED RAIL CORPORATION,
CSX TRANSPORTATION, INC. and
NORFOLK SOUTHERN RAILWAY COMPANY**

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