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Terry A. Moore, Esq.
Direct Dial: (330) 244-2885
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September 20, 2023

VIA E-FILING

Ms. Cynthia A. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

***RE: FD 35754 (Sub-No. 1) RSL Railroad, LLC – Amended Lease and Operation Exemption
Containing Interchange Commitment – Line of Norfolk Southern Railway Company***

Dear Ms. Brown:

On behalf of RSL Railroad, LLC, applicant herein, I am filing a verified Notice of Exemption under 49 U.S.C. §10902 and 49 CFR §1150.41 for the applicant's continued lease and operation of a line of Norfolk Southern Railroad Company.

The filing fee of \$2,200.00 has been paid on pay.gov. If you have any questions, please feel free to contact me by phone or email.

Very truly yours,

KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A.

Terry A. Moore

TAM/vib

Encl.

cc: Mr. Steve DiPietro

FILED
September 20, 2023
SURFACE
TRANSPORTATION BOARD

FEE RECEIVED
September 20, 2023
SURFACE
TRANSPORTATION BOARD

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

FD 35754 (Sub-No. 1)]

**RSL RAILROAD, LLC—AMENDED LEASE AND OPERATION EXEMPTION
CONTAINING INTERCHANGE COMMITMENT —LINE OF NORFOLK SOUTHERN
RAILWAY COMPANY**

VERIFIED NOTICE OF EXEMPTION PURSUANT TO 49 C.F.R. § 1150.41, ET SEQ.

Submitted By:

Terry A. Moore, Esq.
Krugliak, Wilkins, Griffiths & Dougherty
Co., L.P.A.
44775 Munson Street NW
Canton, Ohio 44718
Phone: (330) 497-0700
Fax: (330) 497-4020
E-Mail: tmoore@kwgd.com
Ohio Supreme Court #: 0015837
Counsel for Petitioner

Dated: September 20, 2023

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

FD 35754 (Sub-No. 1)]

**RSL RAILROAD, LLC—AMENDED LEASE AND OPERATION EXEMPTION
CONTAINING INTERCHANGE COMMITMENT—LINE OF NORFOLK SOUTHERN
RAILWAY COMPANY**

VERIFIED NOTICE OF EXEMPTION PURSUANT TO 49 C.F.R. § 1150.41, ET SEQ.

RSL Railroad, LLC (“RSL”), a Class III railroad common carrier, hereby files this Verified Notice of Exemption pursuant to 49 C.F.R. Part 1150, Subpart D, Exempt Transactions, with the Surface Transportation Board (“the Board”) to continue to lease and operate a line of railroad. The trackage that is the subject of this notice is known as the South Massillon IT and extends about 1.4 miles between MT 0.0 and milepost MT 1.4 at Massillon, OH (“the Line”). RSL previously received regulatory authority to operate the Line under a July 26, 2013, lease agreement (the “Lease Agreement”) with Norfolk Southern Railway Company (“NSR”).¹ RSL and NSR entered into an Amendment to their prior Lease Agreement on October 12, 2015.² At NSR’s request, the parties have agreed to a second Amendment (“Second Amendment”) extending the lease and increasing the lease rental provisions of the Lease Agreement.

In support of this Verified Notice of Exemption, RSL submits the following information as required by 49 C.F.R. § 1150.43:

¹ See RSL Railroad, LLC- Lease and Operation Exemption - Norfolk Southern Railway Company, FD 35754 (STB served Aug. 23, 2013).

² The 2015 lease was recorded under RSL Railroad, LLC- Lease Exemption Containing Interchange Commitment - Norfolk Southern Railway Company, FD 35990 (STB served January 28, 2016). It is unclear why two dockets were used for the same underlying lease, but in the interest of a clean public record, any future amendments filed by RSL Railroad LLC will be filed under FD 35754.

(a) Full name and address of the Class III rail carrier applicant.

RSL Railroad, LLC
4775 Munson Street NW
Canton, OH 44718

(b) Applicant's Representatives.

Terry A. Moore, Esq.
4775 Munson Street NW
Canton, Ohio 44718
Phone: (330) 497-0700
Fax: (330) 497-4020
E-Mail: tmoore@kwgd.com
Ohio Supreme Court #: 0015837

(c) Statement that an agreement has been reached or details about when an agreement will be reached.

RSL and NSR have executed a Second Amendment to their Lease Agreement, dated June 19, 2023.

(d) Operator of the property.

RSL will continue to provide all common carrier rail operations over the Line.

(e) Summary of Proposed Transaction.

The Second Amendment will modify the terms of RSL's Lease Agreement to provide for an extension of the lease term and an increase in the lease rental. All other terms and conditions of the Lease Agreement remain in full force and effect.

(1) The name and address of the railroad transferring subject property:

Norfolk Southern Railway Company will continue to provide RSL a leasehold interest.

Norfolk Southern Railway Company
650 West Peachtree St NW
Atlanta, GA 30308

(2) The proposed time schedule for consummation of the transaction:

RSL intends to consummate this transaction at least 30 days from the date of this notice, on or around October 20, 2023.

(3) The Mileposts of the subject property, including any branch lines:

The Line extends between RSL's existing connection with NSR at milepost MT 1.4, in Massillon, OH, and the proposed future interchange with NSR at milepost MT 0.0.

(4) The total route miles being acquired:

Approximately 1.4 miles of railroad.

(f) Map.

A map depicting the Line is attached as Exhibit A.

(g) Certificate of Compliance with the provisions of 49 C.F.R. § 1150.43(g).

Attached as Exhibit B is a certificate affirming that RSL's projected revenues as a result of the transaction will not result in the creation of a Class II or Class I rail carrier so as to require processing under 49 C.F.R. § 1150.45. RSL further certifies that after this transaction its projected annual revenues will continue to be less than \$5,000,000 annually.

(h) Interchange commitments.

The Lease Agreement originally provided for a fixed lease rental payment. At RSL's request, the parties have entered an Amendment that provides RSL the opportunity to receive lease credits against that fixed lease rental payment for every car it interchanges to/from NSR on the Line. The Second Amendment provides for an increase in the fixed lease rental payment as well as an extension of the lease term.

(i) The affected interchange point for the interchange commitment is Massillon, OH.

(ii) The confidential version of the original Lease Agreement and the Amendment are being filed with the Board by separate cover, under 49 C.F.R. § 1104.14(a).

(iii) The following shippers or consignees located on the Line are currently using the Line to ship or receive freight by rail or have so used the Line in the last two years (together, the "Shippers"):

- B & G Futures Inc. - Nucor/Gregory
- MBP Solutions USA LLC
- Wiley Companies dba Organic Technologies
- Perry Chemical Corporation
- Tradebe Environmental Services, LLC C/O Norlite LLC
- The Whitacre Engineering Company
- Lehigh Cement Company LLC
- Argos USA LLC
- Deerfield Ag Services, Inc.

(iv) The aggregate number of carloads the Shippers originated or terminated within the last two years is being filed by separate cover, under 49 C.F.R. § 1104.14(a).

This information is confidential and is being filed under seal. See Exhibit D.

(v) Attached hereto is a Certificate of Service, certifying that the Shippers have been served a copy of this Verified Notice of Exemption.

(vi) No third party railroad can physically interchange with the Line.

(vii) An estimate of the difference between the lease price with and without the interchange commitment is being filed by separate cover, under 49 C.F.R. § 1104.14(a).

This information is confidential and is being filed under seal. See Exhibit D.

(viii) The case caption of this Verified Notice of Exemption identifies the existence of an interchange commitment.

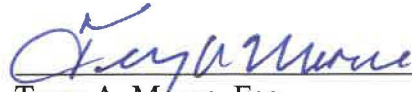
Other Information and Supporting Materials.

A caption summary, as required by 49 C.F.R. § 1150.34, is attached as Exhibit C to this notice. Pursuant to 49 C.F.R. § 1105.6(c)(2)(i), the proposed transaction is exempt from environmental review because the action proposed herein will not exceed any of the thresholds established in 49 C.F.R. § 1105.7(e)(4) or (5).

In addition, the transaction is exempt from historic review under 49 C.F.R. § 1105.8(b)(1), because RSL's lease and the subject Second Amendment are for the purpose of continued rail operations. Further STB approval would be required to abandon any service, and there are no plans to dispose or alter properties subject to STB jurisdiction that are 50 years or older. This action will not significantly affect the quality of the human environment or energy conservation.

Respectfully submitted,

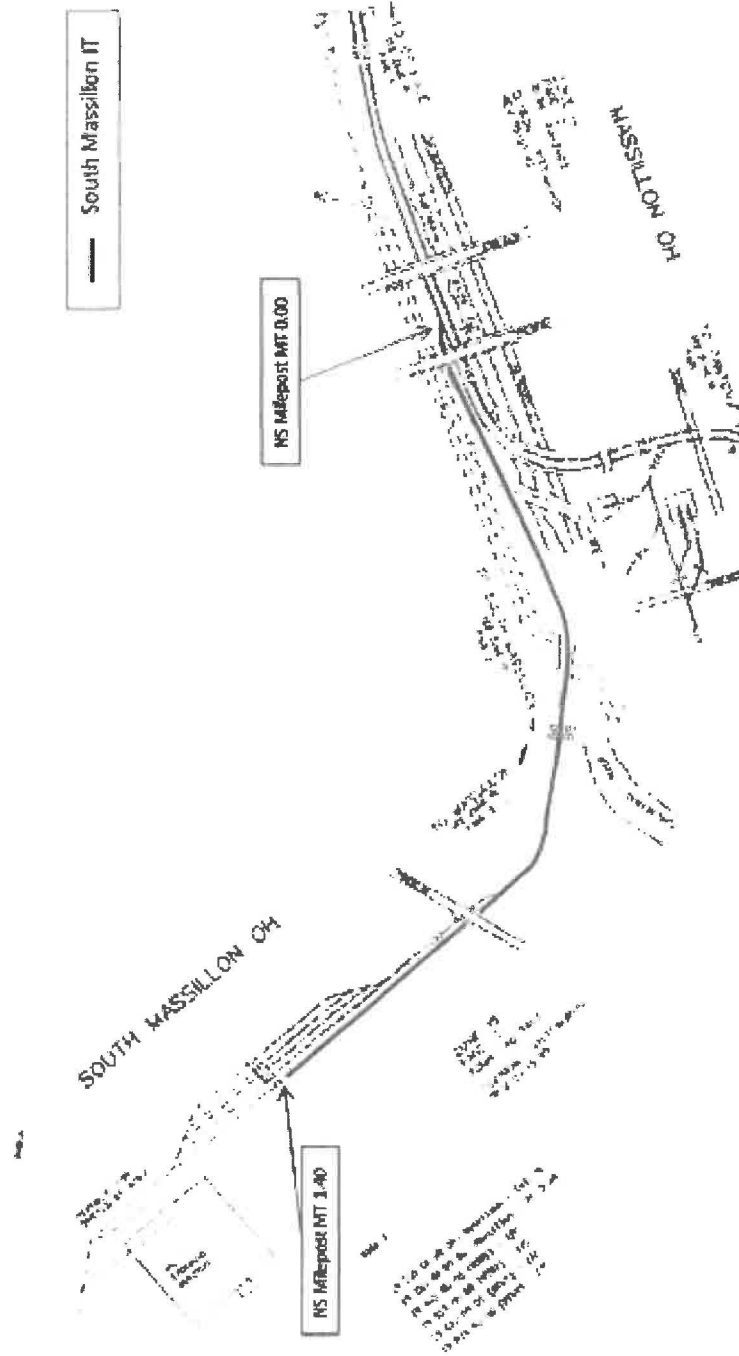
Dated: September 20, 2023



Terry A. Moore, Esq.
4775 Munson Street NW
Canton, Ohio 44718
Phone: (330) 497-0700
Fax: (330) 497-4020
E-Mail: tmoore@kwgd.com
Ohio Supreme Court #: 0015837
Counsel for Petitioner

South Massillon Industrial Track

EXHIBIT A - MAPS



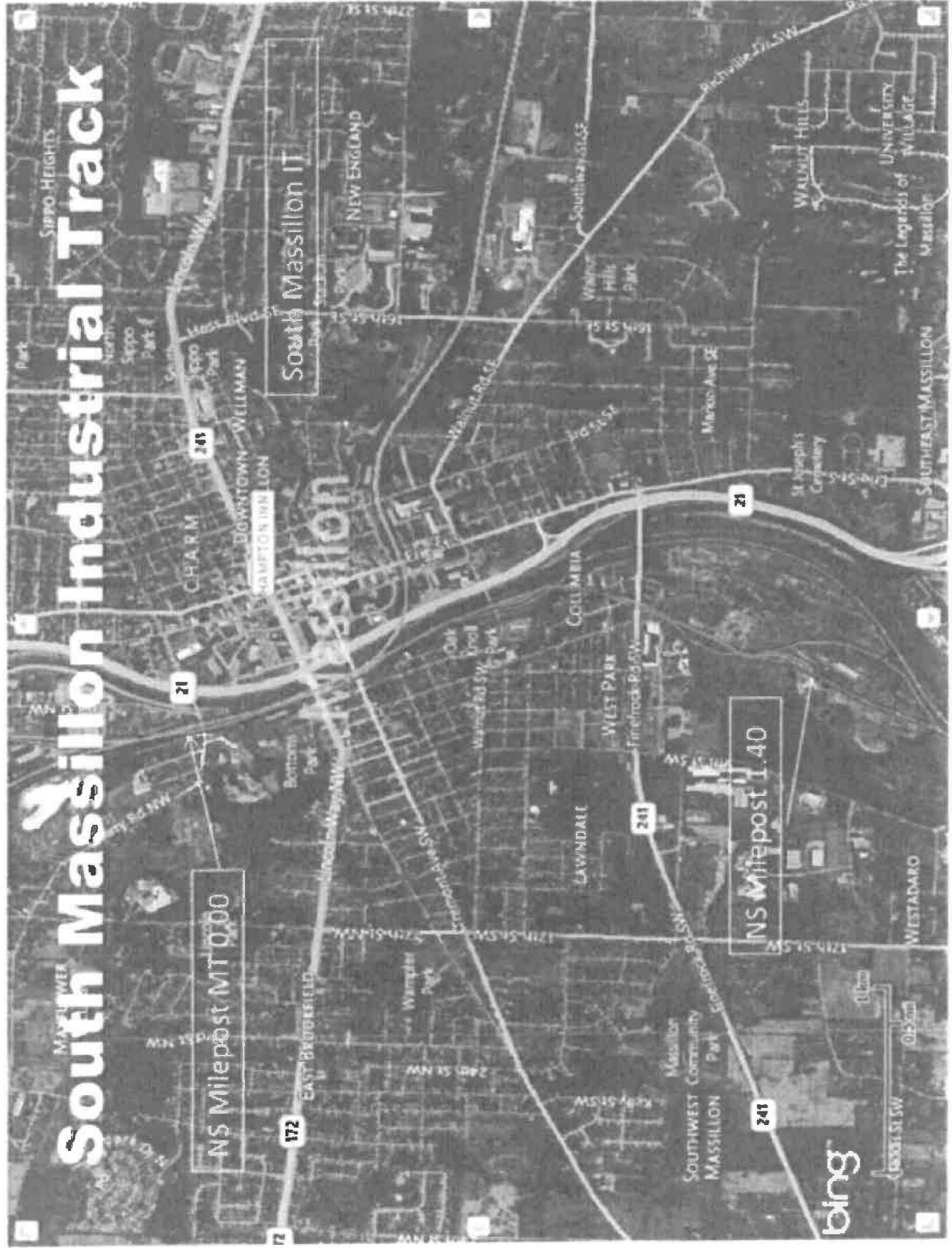


EXHIBIT B

VERIFICATION AND CERTIFICATE OF COMPLIANCE

I, Steven P. DiPietro, declare under penalty of perjury that I am Managing Member of RSL Railroad, LLC, that I have read the foregoing Notice of Exemption, know the facts asserted therein, and that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this notice.

I also hereby certify that RSL's projected annual revenues will not as a consequence of this transaction result in RSL becoming a Class II or Class I rail carrier so as to require processing of the foregoing notice of exemption under 49 C.F.R. § 1150.45, and that RSL's projected annual revenues, including the line to be operated pursuant to this notice, do not exceed \$5 million dollars.

Dated: September 15, 2023



Steven P. DiPietro, Managing Member

STATE OF OHIO)

STARK COUNTY)



STACY RENEE VANCE
Notary Public, State of Ohio
My Commission Expires 03-04-2024

Before me, a Notary Public in and for said County and State, personally appeared the above-named who acknowledged that the foregoing instrument was freely signed on this 15th day of September 2023.

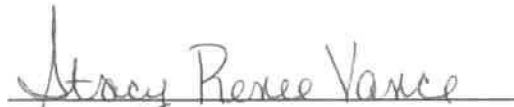

Notary Public

EXHIBIT C

EXHIBIT C
CAPTION SUMMARY

SURFACE TRANSPORTATION BOARD

NOTICE OF EXEMPTION

STB Finance Docket No. FD35990

RSL RAILROAD, LLC
—AMENDED LEASE EXEMPTION CONTAINING INTERCHANGE
COMMITMENT—
NORFOLK SOUTHERN RAILWAY COMPANY

RSL Railroad, LLC (“RSL”), a Class III railroad common carrier, has filed a Notice of Exemption, pursuant to 49 C.F.R. Section 1150.41 et seq., to continue to lease and operate a rail line of Norfolk Southern Railway Company (“NSR”) known as the South Massillon IT and extending about 1.4 miles between MT 0.0 and milepost MT 1.4 at Massillon, OH (the “Line”).³

The transaction may be consummated on or after October 20, 2023, the effective date of the exemption (30 days after the exemption was filed).

RSL certifies that its projected annual revenues as a result of this transaction will not exceed \$5 million or result in the creation of a Class II or Class I rail carrier.

Comments must be filed with the Surface Transportation Board, Office of the Secretary, 395 E Street, S.W., Washington, D.C. 20423-0001 and served on RSL’s representative:

Terry A. Moore, Esq.
4775 Munson Street NW
Canton, Ohio 44718
Phone: (330) 497-0700
Fax: (330) 497-4020
E-Mail: tmoore@kwgd.com

³ RSL also provides service over a 1.27-mile segment of track owned by the Massillon Energy & Technology Park in Massillon, and the lease of 1.40 miles subject to this transaction allows for interchange with NSR at milepost MT 0.00.

Ohio Supreme Court #: 0015837

If the verified notice contains false or misleading information, the exemption is void ab initio. Petitions to revoke the exemption under 49 U.S.C. § 10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the effectiveness of the exemption. Petitions for stay must be filed no later than _____ (at least seven days before the exemption becomes effective).

Dated:

By the Board.

EXHIBIT D

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made this 19th day of June 2023, by and between, RSL RAILROAD, LLC (hereinafter referred to as "LESSEE"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, on behalf of itself and its railroad operating subsidiaries (hereinafter referred to as "NSR"). Lessee and NSR are sometimes referred herein as the "Parties."

WITNESSETH:

WHEREAS, the Lessee and NSR entered into a Lease Agreement ("Lease") dated July 26, 2013, as amended, for a certain line of railroad as described in Attachment A to the Lease (the "Line");

WHEREAS, the Parties now desire to amend the Lease to extend the Term;

WHEREAS, the Parties also desire to amend the Lease to make certain modifications to the rental provisions and revise certain terms;

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and the other good and valuable considerations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Lease is hereby amended and the parties agree as follows:

1. Paragraph 3(a) is deleted in its entirety and replaced by the following:

TERM.

(a) Unless otherwise terminated pursuant to Section 3(a), 3(c) or 3(d) below, this Lease shall be for a term of ten (10) years from the Commencement Date of the Original Lease (the "Initial Term"). At the expiration of the Initial Term, this Lease will renew through September 30, 2028 (the "Additional Term"). The Initial Term and any Additional Term shall be collectively referred to herein as the "Term".

2. The following is added as Section 3(f):

(f) In the event NSR is entitled to terminate this Lease pursuant to the foregoing provisions of this Section 3, NSR may, among its other remedies, and at its discretion, immediately terminate LESSEE's right of possession and take control of the Line and operate the same.

3. Section 8 is modified by adding the following as Section 8(h) – (j)

(h) LESSEE shall agree not to pool any equipment for itself or a customer without NSR's written consent. Should LESSEE establish a pool without written consent, LESSEE shall be liable for all car hire owed on such cars by NSR.

(i) LESSEE is responsible for complying with all equipment notification processes established by NSR.

(j) At NSR's request, LESSEE shall classify traffic to be interchanged from LESSEE to NSR in up to three (3) destination blocks, as specified in any Interchange Service Agreement entered by the parties or as otherwise identified in writing by NSR in its sole discretion.

4. Section 11 is deleted in its entirety and replaced by the following:

11. DATA EXCHANGE AND OTHER INFORMATION TECHNOLOGY REQUIREMENTS.

LESSEE shall supply its own hardware, software and related services for use on the Line, which must be within two versions of the then current AAR standard. If PTC or equivalent systems are, or will be, installed and used on the Line, 1) LESSEE shall supply its own hardware, software, and related equipment and services, including in connection with locomotives to be used on the Line; 2) such systems must be interoperable and fully compatible with NSR's systems; 3) the LESSEE shall be the "host railroad" for the Line for purposes of Subpart I of 49 CFR Part 236 and responsible for compliance with all PTC requirements as host railroad; 4) LESSEE shall get NSR's prior written consent before installing or reconfiguring any PTC or equivalent systems; and (5) LESSEE shall consult with NSR about ongoing use of the PTC systems or equivalent systems.

LESSEE shall provide accurate electronic information (to include Electronic Data Interchange ("EDI") 417, 418, 419 and 420 transaction sets) to NSR at least one hour prior to the interchange of traffic. Sequential order of railcars on the final interchange electronic transmission (EDI 418) shall be the same as the physical standing order of the traffic. To the extent LESSEE acts as a switching carrier for NSR, LESSEE shall participate in NSR's EDI program that requires LESSEE to transmit electronically to NSR all switching settlement data. LESSEE may, at its own cost, elect to use the services of a third party provider. If requested by NSR, LESSEE shall electronically transmit any additional car records within 24 hours of NSR's request.

5. Section 12 is deleted in its entirety and replaced with the following:

12. LEASE PAYMENTS

(a) Beginning in calendar year 2023, lease rental for the Line shall be [REDACTED] per year (the "Lease Rental"). The Lease Rental shall be paid in arrears within thirty (30) days of the LESSEE's receipt of an invoice from NSR as detailed in Section 12(c)(ii). The Lease Rental shall be prorated for any partial year. Any Lease Rental not paid by the date due shall accrue interest from the due date at the rate of 1% per month. The rental periods shall be annual rental periods except for any partial year (e.g. if the lease begins on May 1, 2013, the first rental period shall be a partial year from May 1, 2013 through December 31, 2013), which partial year shall be a rental period. The Lease Rental payable in arrears for an individual rental period shall be allocated to that individual rental period.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(ii) The statement of interchanged traffic referred to in Section 12(c)(i) above will include an itemized listing of the Lease Rental and the Lease Credit amounts together with the adjustment amount based upon the AAR Cost Index as stipulated in Section 12(b). Once NSR agrees to the statement of interchanged traffic and adjustments applied, NSR shall issue LESSEE an invoice for which LESSEE shall make payment within thirty (30) days of receipt of invoice.

[REDACTED]

[REDACTED]

7. Section 18 is deleted in its entirety and replaced with the following:

18. ENVIRONMENTAL.

(a) LESSEE shall not cause or permit any underground storage tanks or associated piping to be located on or under the Line, and LESSEE shall not create or permit to be created or to exist upon the Line any nuisance, public or private, during the continuance of this Lease and shall indemnify, defend, and save harmless NSR and its parent, subsidiary and affiliated companies, and all of its and their directors, officers, employees and agents (collectively, the "NSR Parties") from and against any and all liability, fines, penalties, claims, costs (including without limitation costs of defense and reasonable attorneys' and consultants' fees, investigation costs, clean-up costs, and remedial action costs), demands, losses and lawsuits (collectively, "Claims") that are related to or result from any such tanks and piping or any nuisance created or permitted by LESSEE to be created or to exist on the Line during the Term of this Lease. LESSEE shall not use (except in the course of LESSEE's routine operations as a rail carrier), store (except for a reasonable period of time in rail cars as incident to an industrial switching movement for a patron on the Line), treat, release, or dispose of any trash, debris, hazardous waste, toxic materials, or Hazardous Materials on the Line during the continuance of this Lease. LESSEE shall not conduct any activity on the Line that may or does require a hazardous waste treatment, storage, or disposal facility permit from federal or state agencies. As used herein, the term "Hazardous Materials" means asbestos, polychlorinated biphenyls, ethanol, biodiesel, oil, gasoline, or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §5101 et seq., Comprehensive Environmental Response, Compensation and Recovery Act, as amended, 42 U.S.C. § 9601 et seq., the Resource Conservation Recovery Act, as amended, 42 U.S.C. § 6901 et seq., or any state counterparts to the foregoing statutes, or determined to present an unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq. LESSEE shall indemnify and hold harmless the NSR Parties from and against any Claims growing out of any such use, storage, treatment,

release, or disposal thereon. [For the avoidance of doubt, irrespective of any other provision contained in this Lease, LESSEE does not assume nor shall it be responsible for any Claims relative to pre-existing environmental contamination of the soil or groundwater under or from the Line except as specifically assumed and provided for in Section 19(c)(iii) of this Lease.] This subsection (a) will survive the Term or termination of this Lease.

(b) LESSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances, or other requirements of federal, state, and local governmental authorities during the continuation of this Lease relating to (i) operation and use of the Line by LESSEE or third parties accessing the Line, (ii) the presence, installation, construction, maintenance, operation, or removal of any facilities on the Line, and (iii) except to the extent attributable to NSR's negligence in its operations on or over the Line or NSR's negligence in its exercise of NSR's Reserved Rights under Section 31, any contamination of any property, water, air, or groundwater on or under the Line arising or resulting, in whole or in part, from operation, maintenance, or use of the Line during the term of the Lease, including notification, reporting, and remedying any releases. Notwithstanding Section 19(b)(iii), LESSEE shall have sole responsibility and liability for any derailment, accident, or incident on the Line, including without limitation emergency response and environmental cleanup related thereto. Further, in its use and occupancy of the Line during the continuation of this Lease, LESSEE will comply, at its own expense, with all applicable federal, state, and local laws, rules, regulations and ordinances, including without limitation any permit obligations, that relate to the control of air, water, noise, solid waste, and other pollution, or to the storage, transport, release (including releases caused by accidents or derailments) or disposal of any Hazardous Materials or waste or otherwise relating to the environment or health and safety. Without limiting the foregoing, LESSEE shall obtain and/or install and bear the expense during the continuance of this Lease of any and all pollution control structures, devices, equipment, or permits that are required at or for any part of the Line under any applicable laws, ordinances or governmental regulations during the Term of this Lease. To the extent such permits are required by a governmental agency exercising jurisdiction in order to continue railroad operations on or at any part of the Line, upon expiration or termination of this Lease, LESSEE agrees to transfer, at NSR's discretion and direction and in accordance with applicable laws and regulations, any permits and plans necessary to operate the Line, including without limitation any environmental permits and plans, to NSR or subsequent operator as designated by NSR, or to otherwise cooperate with NSR to ensure continued operations on the Line after such expiration or termination. To the extent such pollution control structures, devices, equipment, or permits are required by a governmental agency exercising jurisdiction to be on the property after the termination or expiration of the Lease for purposes of environmental cleanup resulting from LESSEE's operations or from third parties accessing the Line during the continuance of

this Lease, LESSEE shall be responsible for and bear the expense of such pollution control structures, devices, equipment, or permits, subject to a mutually agreeable access agreement between the parties. This subsection (b) will survive the Term or termination of this Lease.

(c) LESSEE agrees to indemnify and hold harmless the NSR Parties from and against any and all Claims incurred by NSR or claimed by any person, company, or governmental entity relating to (i) the storage, handling, treatment, release, disposal, presence, or use of Hazardous Materials or waste in, on or under the Line occurring during the Term of this Lease, (ii) the release onto the ground or into the water or air of any Hazardous Materials or waste from or upon the Line and any contamination of any property, water, air or groundwater on the Line occurring during the Term of this Lease, except to the extent attributable to NSR operations on or over the Line during the continuation of the Lease or the exercise of NSR's Reserved Rights under Section 31, (iii) contamination of the soil or groundwater existing under or from the Line prior to the Commencement Date of this Lease, but only to the extent that LESSEE has exacerbated such contamination during the continuance of this Lease, (iv) LESSEE's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the Line, including without limitation laws, ordinances, or regulations controlling air, water, noise, Hazardous Materials, waste, or contamination, or (v) any violation of LESSEE's obligations imposed under this Section 19. Without limiting the generality of the foregoing indemnity, in the event NSR has reason to believe that the covenants set forth in this Section 19 have been violated by LESSEE or any third party on the Line, NSR shall be entitled, at LESSEE's sole expense, to take such actions as NSR deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by NSR shall be reimbursed by LESSEE, as additional rental, within thirty (30) days after demand therefor by NSR. This subsection (c) will survive the Term or termination of this Lease.

(d) In the event LESSEE delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to environmental or health and safety conditions in, on or about the Line during the continuation of the Lease, LESSEE shall immediately send to NSR a copy of such notices or materials. LESSEE shall also provide NSR with a detailed report relating to any release of Hazardous Materials or waste in, on or about the Line, including remedy for such release, whenever such release is required to be reported to governmental authorities pursuant to applicable federal, state or local laws, ordinances or regulations.

(e) As to the provisions of this Section 18 only, LESSEE and NSR hereby waive any statute of limitations defense, provided, however, that if one party gives the other party written notice of contamination, the waiver of the statute of limitations shall cease, but only as to the

contamination that is the subject of the written notice, and as to such contamination, the parties shall then be subject from the date of receipt of such written notice to the times then provided in the then applicable statute of limitations. Waiver of a statute of limitations defense under provisions of this Section 18 shall apply only to claims by LESSEE and NSR against each other, and is not intended to inure to the benefit of any third party, whether claiming as a third party beneficiary of the Lease or otherwise. The waiver of the statute of limitations for any matter not covered in said written notice shall continue. This subsection (e) will survive the Term or termination of this Lease.

(f) Within sixty (60) days after expiration or termination of this Lease, if requested in writing by either of the parties, LESSEE and NSR shall conduct a joint inspection of all or any portion of the Line as may be necessary to determine whether any Hazardous Materials or waste have been stored, handled, treated, released, brought upon or disposed of on the Line during the term of this Lease in violation of the terms hereof or if any other violation of this Lease has occurred. If any such study reveals any violation of this Lease, LESSEE shall promptly reimburse NSR for NSR's costs of such studies and LESSEE shall immediately undertake a further investigation, if necessary, and remediation of such contamination. NSR may undertake such further investigation and remediation if LESSEE fails to do so within a reasonable time frame, in which case LESSEE shall promptly reimburse NSR for the cost of same within thirty (30) days after demand therefor by NSR. This subsection (f) will survive Term or termination of this Lease.

8. Section 29 is deleted in its entirety and replaced with the following:

LIENS

(a) LESSEE shall pay, satisfy, and discharge all claims or liens for material and labor or either of them used, contracted for, or employed by LESSEE during the Term of this Lease in the construction, repair, maintenance, or removal of the Line and any improvements located thereon, whether said improvements are the property of NSR or of LESSEE. LESSEE shall indemnify and save harmless NSR from all such claims, liens, or demands whatsoever.

[REDACTED]

9. Section 37 is revised by updating the address in subsections (b) and (e) to:

Director Risk Management
Norfolk Southern Corporation
650 W Peachtree St, NW
Atlanta, GA 30308

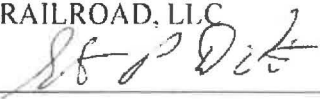
10. Attachment C (Notice Addresses) is deleted in its entirety and replaced with Attachment C as appended hereto.

11. All other provisions of the Lease Agreement remain in full force and effect.

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

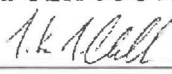
2023
Executed this 19th day of June, ~~2022~~.

RSL RAILROAD, LLC

By: 

Title: President

NORFOLK SOUTHERN RAILWAY COMPANY

By: 

Title: Vice President

ATTACHMENT C

Notice Addresses

If to NSR:

Senior Vice President and Chief Strategy Officer
Norfolk Southern Railway Company
650 W Peachtree Street NW
Atlanta, GA 30308

With a copy to:

Vice President Law
Norfolk Southern Corporation
650 W Peachtree Street NW
Atlanta, GA 30308

If to LESSEE

RSL Railroad, LLC
4084 Holiday St., NW
Canton, OH 44718

CERTIFICATE OF SERVICE

I hereby certify that, on September 20, 2023, a copy of the verified notice of exemption of RSL Railroad, LLC, in STB Finance Docket No. FD35754 (Sub-No. 1) was served by U.S. first-class mail, postage prepaid, on the following:

B & G Futures Inc. - Nucor/Gregory
3700 Clumbus Rd NE
Canton, OH 44705

The Whitacre Engineering Company
PO Box 8444
Canton, OH 44711

MBP Solutions USA LLC
323 Washington Ave N, Suite 200
Minneapolis, MN 55401

Lehigh Cement Company LLC
300 E John Carpenter Freeway, Suite 1645
Irving, TX 75062

Wiley Companies dba Organic Technologies
1245 South 6th Street
Coschocton, OH 44718

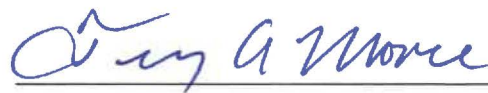
Argos USA LLC
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9041 St Rt 224, PO Box 155
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Dated: September 20, 2023



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