BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Docket No. FD 36873 (Sub-No. 41)

CHICAGO SOUTH SHORE & SOUTH BEND RAILROAD COMPANY
– TRACKAGE RIGHTS OVER NORFOLK SOUTHERN RAILWAY COMPANY
(BURNS HARBOR, IN)

RESPONSIVE APPLICATION OF
CHICAGO SOUTH SHORE & SOUTH BEND RAILROAD COMPANY

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ENTERED
Office of Chief Counsel
November 18, 2026
Part of
Public Record

CHICAGO SOUTH SHORE & SOUTH BEND RAILROAD COMPANY
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Michigan City, IN 46360

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Dated: November 18, 2026

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RESPONSIVE APPLICATION OF
CHICAGO SOUTH SHORE & SOUTH BEND RAILROAD COMPANY

Consistent with its Description of Anticipated Responsive Application dated September 11, 2026, Chicago South Shore & South Bend Railroad Company ("CSS"), a Class III carrier, hereby submits this Responsive Application in the referenced sub-docket pursuant to 49 U.S.C. §§ 11323-11325 and 49 C.F.R. Part 1180, Subpart A, for authorization for CSS to obtain trackage rights (a Minor Transaction), in response to the revised, Primary Application filed by Union Pacific Corporation and Union Pacific Railroad Company ("UP" or "Union Pacific") in STB Docket No. FD 36873 for acquisition and control of Norfolk Southern Corporation and Norfolk Southern Railway Company ("NS" or "Norfolk Southern") (UP and NS, collectively, "Applicants").[2]

EXECUTIVE SUMMARY

As described herein and in CSS's contemporaneously filed Comments in FD 36873 (CSS-3), CSS seeks trackage rights over the current NS system: (1) to access the current point of NS's connection to the Port of Indiana Burns Harbor ("POIBH") trackage; (2) to access any

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[1] Following any Board approval of the proposed merger, the requested trackage rights would extend over Union Pacific line rather than Norfolk Southern line. For the sake of clarity and simplicity, however, references herein will be to the existing NS ownership of the line.

[2] *Union Pac. Corp. and Union Pac. R.R. – Control – Norfolk Southern Corp. and Norfolk Southern Ry.*, FD 36873, at 2 (STB Decision No. 40 served Oct. 6, 2026) (accepting description of responsive application into the record).

future point of connection between UP-NS's line and the POIBH trackage (*e.g.*, any potential future connection near the current NS-US Steel Midwest ("USS") connection point immediately west of POIBH); and (3) to allow for movement between the existing point of CSS's access to USS and any current or future point of connection with POIBH. In particular, CSS seeks: (1) trackage rights over approximately 5,390 feet of NS's line extending from the CSS connection at CP 487 on NS's Chicago Line and connecting with POIBH's current or future trackage (along with any ancillary distance along NS's line needed to allow for a change of direction of CSS's trains); with (2) the associated right to interchange with the Burns Harbor Railroad ("BHR") (which is another Class III carrier) or with whatever common or private rail carrier POIBH elects to use at any given time to operate over the POIBH trackage. CSS asks the Board to grant these trackage rights as a condition of any approval of the proposed UP-NS merger.

CSS seeks the trackage rights so that POIBH customers can continue to receive competitive service that will be lost due to the proposed merger. Two carriers currently have the ability to access POIBH*;* namely, NS and the Indiana Harbor Belt Railroad ("IHB"), but NS has collective control with CSX over IHB through Conrail Shared Assets, which holds a 51% ownership interest in IHB. UP's acquisition of NS will cause both NS and IHB to lose their neutrality and to favor interchange with UP over other carriers, causing POIBH to become a 2:1 area. Allowing CSS to serve POIBH will restore the pre-existing competitive balance.

Granting the trackage rights and enabling CSS to serve POIBH also will help to relieve congestion along the NS line. Upon information and belief, the NS line, also used by IHB, has very high traffic density and already suffers from congestion. That congestion is likely to increase if the merger is approved and Applicants grow their volumes, especially as they do not propose to undertake any infrastructure investment in the Chicago region. Diversion to CSS

would be particularly useful for traffic to be interchanged with all other carriers in Chicago besides UP. CSS maintains neutral connections to all Chicago carriers and thus functions as a neutral forwarding carrier. Relieving congestion will benefit all rail carriers and users in the Chicago region, including the Applicants.

The Responsive Application is properly classified as a "minor" transaction because CSS is a Class III and not a Class I railroad and the proposed trackage rights "clearly will not have any anticompetitive effects." 49 C.F.R. § 1180.2(b). This proposed transaction falls well within the scope of what the agency historically has treated as a minor transaction. *See*, *e.g.*, *CSX Corp., Norfolk S. Corp. – Control and Operating Leases/Agreements – Conrail Inc.*, FD 33388, 1997 WL 564149, at *1, 3 (STB served Sept. 11, 1997) ("minor" rather than "significant" responsive application status found where trackage rights sought on the order of 47 miles, 67 miles, 44 miles, and 80 miles, in addition to other relief); *Burlington N. – Control and Merger – Santa Fe Pac. Corp.*, FD 32549, 1995 WL 232770, at *2 (ICC served April 20, 1995) ("minor" rather than "significant" transaction status found where "KJRY seeks no more than 100 miles of combined local and overhead trackage rights, terminal switching access to BN's facilities . . . and acquisition of an approximately 2-mile long branch line and associated terminal facilities"). As described below, this Responsive Application seeks trackage rights to ameliorate the anticompetitive effect of the UP-NS merger transaction, if approved, on the Burns Harbor customers and congestion generally. These trackage rights over an extremely short distance of approximately 5,390 feet of NS's line (along with any ancillary distance along NS's line needed to allow for a change of direction of CSS's trains) will allow CSS to provide a competitive service alternative for customers moving freight to or from POIBH and to improve operations in the region generally.

SPECIFIC INFORMATION REQUIRED BY THE REGULATIONS

Section 1180.6 of the Board's regulations specifies the information to be included in responsive applications filed under 49 U.S.C. § 11324(c). CSS provides the requested information below, preceded by the sub-section of the regulations to which it responds.

Section 1180.6(a): Identification of Applicants and Person to Whom Correspondence with Respect to this Application Should be Addressed

CSS is a Class III railroad that operates over approximately 110 system miles in Illinois and Indiana including 75 miles shared with the South Shore Line ("NICTD"). CSS serves the Illinois International Port District – Lake Calumet, Chicago, Illinois, and CSS connects with BNSF, CN, CPKC, CSX, IAIS, NS, UP, and a variety of other short-line railroads either through direct connection or via the Belt Railway of Chicago ("BRC"). CSS serves more than thirty customers.

CSS is an Indiana General Partnership whose President is Todd Bjornstad. The General Partners of CSS are JOF Transportation Company ("JOF") and SouthShore Corporation ("SSC"), both of which are corporations. JOF owns 40% of CSS and is a wholly owned subsidiary of Anacostia Rail Holdings Company ("ARH"). Bruce A. Lieberman is the President of JOF. SSC owns 60% of CSS. SSC is owned by individual shareholders. Peter A. Gilbertson and Bruce A. Lieberman own a majority of SSC's shares. SSC's President is Peter A. Gilbertson.

CSS's name, business address, and telephone number are as follows:

Chicago South Shore & South Bend Railroad Company
505 North Carroll Avenue
Michigan City, IN 46360
(219) 874-9000

CSS's counsel to whom correspondence with respect to this Responsive Application should be addressed are as follows:

Andrew B. Kolesar III
Robert D. Rosenberg
Slover & Loftus LLP
1828 L Street, N.W., Suite 1000
Washington, D.C. 20036
(202) 347-7170
abk@sloverandloftus.com
rdr@sloverandloftus.com

Section 1180.6(a)(1)(i): Summary of the Proposed Transaction

In this Responsive Application, CSS seeks to obtain trackage rights over a short segment of NS's line in the vicinity of the Port of Indiana Burns Harbor.

CSS requests that the Board grant the trackage rights as a condition necessary for the approval of UP/NS's Primary Application under 49 U.S.C. § 11324(c). Section 11324(c) provides, in relevant part, that the "Board may impose conditions governing the transaction, including…requiring the granting of trackage rights and access to other facilities." CSS requests that the Board grant CSS trackage rights and require that UP/NS enter into the Trackage Rights Agreement included herein (or in the form specified by the Board) as a condition necessary for any approval of the Primary Application.

Section 1180.6(a)(1)(ii): Proposed Time Schedule for Consummation of the Proposed Transaction

CSS is prepared to execute the Trackage Rights Agreement immediately. CSS will be in a position to commence operations pursuant to the subject trackage rights once authorized by the Board.

Section 1180.6(a)(1)(iii): Purpose Sought to be Accomplished by the Proposed Transaction

The purpose for the Trackage Rights Agreement sought in this Responsive Application is to enable CSS to compete and overcome the foreclosure effects of the proposed UP/NS merger at

POIBH and to enable shippers and receivers in the affected location to continue to receive the benefits of competition following the proposed merger. In addition, the trackage rights will help relieve congestion that is likely to result from the merger and to provide a measure of resiliency with respect to any delays that may be experienced on NS's current Chicago Line.

Section 1180.6(a)(1)(iv): The Nature and Amount of Any New Securities or Other Financial Arrangements

The requested trackage rights and the associated trackage rights agreement do not require the issuance of any new securities. The compensation for the trackage rights sought in this Responsive Application is addressed below in Section 1180.6(a)(2)(ii) and detailed in the proposed Trackage Rights Agreement.

Section 1180.6(a)(2): Public Interest Justifications (i): Effect of the Proposed Transaction on Competition

The requested trackage rights will allow shippers to continue to have a real choice among carriers and to avoid the foreclosure effects of UP's common control of NS. The common control limits the abilities of other carriers to compete for the business of the affected shippers. The gateway conditions that UP and NS have proposed will not preserve the existing level of competition, the minimum required under the Board's new merger rules, much less enhance competition, as UP and NS claim.

Trackage rights are especially needed because of the potential of UP-NS to exercise control over the IHB. Through the Conrail Shared Assets, NS and CSX are the majority (51%) and thus controlling owners of the IHB, giving the combined UP-NS effective control over IHB through what CSS understands is the ability to withhold approval of any IHB action. So long as UP and NS are both independent, neither NS nor IHB has any preexisting reason to prefer UP over any other possible connecting carrier, thus achieving neutrality. UP's acquisition of NS

alters the status quo, as UP becomes the preferred routing, whether NS or IHB handles the origin portion of the movement from the Port. With only limited ability to resist such pressures (due to the ownership structure of the IHB), CSX would not amount to an adequate check on UP's control.

A grant of trackage rights to an independent, third-party carrier represents a desirable structural solution to the problem. Such trackage rights would restore a neutral option that existed pre-merger, and diversion of volumes to CSS also would help to alleviate the congestion on the shared NS/IHB line that is likely to materialize if UP-NS experiences volume growth, particularly in the absence of additional UP infrastructure investment in the Chicago region.

(ii): Financial Considerations

CSS anticipates paying trackage rights charges either negotiated with the Primary Applicants or, if it should become necessary, set by the Board. Compensation for the additional trackage rights shall be typical in the industry for trackage rights and consistent with Board decisions providing for determining such compensation, albeit not a level that rewards UP-NS with lost profits associated with the loss of neutrality resulting from the merger. If the capitalized earnings framework under the *SSW Compensation* formula is employed, the inverse cost of capital should be used as the earnings multiplier for that reason, as use of enterprise value enables the incumbents to retain a measure of lost profits that is inconsistent with effective competition.

(iii): Effect of Increase of Total Fixed Charges Resulting from the Proposed Transaction

This subsection is not applicable to this Responsive Application because the proposed CSS Trackage Rights Agreement does not include any increase of total fixed charges. CSS will incur trackage rights fees based on volume, but those fees, being based on usage, are not fixed

charges. CSS will not handle traffic using the trackage rights unless the revenues contribute to going concern value.

(iv): Effect of the Proposed Transaction upon the Adequacy of Transportation Services to the Public

The proposed CSS Trackage Rights Agreement will substantially promote the adequacy of transportation services to the public. The merger of UP and NS will give the resulting combination the ability and incentive to foreclose other carriers from competing. Trackage rights are an effective remedy to overcome the effects of that foreclosure, preserve the competition that currently exists, and enhance competition as required under the Board's new merger rules. The trackage rights will also serve to relieve congestion in the area.

(v): Effect of the Proposed Transaction on Employees

Granting the requested trackage rights will have no effect on employees of the Primary Applicants.

(vi): Effect of the inclusion in the Proposed Transaction of Other Railroads

This is not a relevant consideration in the present Responsive Application because the proposed Trackage Rights Agreement does not involve the merger or control of at least two Class I railroads under 49 U.S.C. § 11324(b)(2) and (d).

Section 1180.6(a)(3): Other Supporting Material

CSS hereby incorporates by reference the Comments that it is contemporaneously filing in this proceeding (CSS-3).

Section 1180.6(a)(4): Opinion of Counsel

The opinion of CSS's counsel is that the Trackage Rights Agreement requested in this Responsive Application satisfies the requirements of law and will be legally authorized and valid if approved by the Board. The opinion is as attached as Exhibit 3.

Section 1180.6(a)(5): States Where Applicants Own Property

CSS owns property in Illinois and Indiana. The trackage rights that CSS seeks in this Responsive Application are over the NS line located in Indiana.

Section 1180.6(a)(6): Maps – Exhibit 1

Maps depicting (1) the CSS system overall; and (2) the requested trackage rights at the Port of Indiana Burns Harbor are attached as Exhibit 1.

Section 1180.6(a)(7)(i): Description of the Transaction

As fully described above in Section 1180.6(a)(1)(i), CSS seeks trackage rights to maintain a neutral service option for rail shippers at the Port of Indiana Burns Harbor. Trackage rights over approximately 5,390 feet of NS's line (along with any ancillary distance along NS's line needed to allow for a change of direction of CSS's trains) will enable CSS to access current or future points of interconnection with the railroad operating over the POIBH track and thus to provide a competitive alternative to UP-NS service (or to the UP-NS controlled IHB service). The transaction will also help relieve regional congestion and to provide resiliency in the event of service difficulties on the shared NS/IHB line.

Section 1180.6(a)(7)(ii): Agreement – Exhibit 2

The proposed agreement containing significant terms of the proposed trackage rights agreement are submitted with this Responsive Application as Exhibit 2.

Section 1180.6(a)(7)(iii): Information Regarding the Consolidated Entity

This subsection is not applicable to this Responsive Application because it does not propose a consolidation or merger.

Section 1180.6(a)(7)(iv): Court Order

This subsection is not applicable to this Responsive Application because neither a trustee, receiver, assignee, nor personal representative of NS is an Applicant herein.

Section 1180.6(a)(7)(v): Property Involved in the Proposed Transaction

CSS seeks to acquire trackage rights over approximately 5,390 feet of rail line currently owned by NS (along with any ancillary distance along NS's line needed to allow for a change of direction of CSS's trains). For a full description of the subject lines, see Section 1180.6(a)(1)(i) and the maps contained in Exhibit 1.

Section 1180.6(a)(7)(vi): Principal Routes, Termini, Points of Interchange, and Amount of Mileage Involved

CSS operates approximately 110 system miles in Illinois and Indiana. The principal routes, termini, and points of interchange are shown on the maps attached as Exhibit 1. The traffic for which CSS seeks trackage rights currently originates or terminates at the Port of Indiana Burns Harbor. If the Board grants the requested trackage rights, CSS will be able to participate in the movement of such traffic (in conjunction with BHR and in conjunction with CSX, CN, CPKC, BNSF, IAIS, WSOR, or the Applicants).

Section 1180.6(a)(7)(vii): Government Financial Assistance

This subsection is not applicable to this Responsive Application, because no government financial assistance is involved.

Section 1180.8(c): Operating Plan-Minor

CSS does not anticipate any significant changes in the patterns or types of service offered over the existing lines at issue in this Responsive Application. Operations of CSS traffic over those lines would be governed by the terms of the Trackage Rights Agreement granted in this docket. CSS anticipates that a grant of the trackage rights would not change the traffic densities

on the subject NS trackage rights line. Competition would determine the percentage of traffic to be handled by the Primary Applicants, by IHB, and by CSS. Given the high density of traffic on NS's current Chicago Line, any diversion of traffic to CSS service would reduce traffic density elsewhere on NS's line, serving to relieve congestion.

Section 1180.4(c)(2)(i): Signatures, Oaths, and Certifications

I, Todd Bjornstad, declare under penalty of perjury that I am President of Chicago South Shore & South Bend Railroad Company; that I am one of the executive officers duly authorized to sign, to verify, and to file this Responsive Application on behalf of Chicago South Shore & South Bend Railroad Company; that I have knowledge of the matters contained in this Responsive Application; and that the statements made in this Responsive Application are true and correct to the best of my knowledge and belief.

Todd Bjornstad
Chicago South Shore & South Bend Railroad Company

Executed on this 18th day of November, 2026

I, Aimee M. Nolan, certify that I am Corporate Secretary of Chicago South Shore & South Bend Railroad Company, Responsive Applicant herein, and that Todd Bjornstad, President of Chicago South Shore & South Bend Railroad Company, is duly authorized to sign, verify, and to file this Responsive Application on behalf of Chicago, South Shore & South Bend Railroad Company.

Executed on this 18th day of November, 2026.

Aimee M. Nolan
Corporate Secretary
Chicago South Shore & South Bend Railroad Company

Section 1180.4(c)(2)(i): Signatures, Oaths, and Certifications (continued)

I, Peter A. Gilbertson, declare under penalty of perjury that I am President of SouthShore Corporation, one of the two general partners of Chicago South Shore & South Bend Railroad Company; that I am one of the executive officers duly authorized to sign, to verify, and to file this Responsive Application on behalf of Chicago South Shore & South Bend Railroad Company; that I have knowledge of the matters contained in this Responsive Application; and that the statements made in this Responsive Application are true and correct to the best of my knowledge and belief.

Peter A. Gilbertson
SouthShore Corporation

Executed on this 18th day of November, 2026

I, Aimee M. Nolan, certify that I am Corporate Secretary of SouthShore Corporation, one of the two general partners of Chicago South Shore & South Bend Railroad Company, Responsive Applicant herein, and that Peter A. Gilbertson, President of SouthShore Corporation, is duly authorized to sign, verify, and to file this Responsive Application on behalf of Chicago, South Shore & South Bend Railroad Company.

Executed on this 18 day of November, 2026.

Aimee M. Nolan
Corporate Secretary
SouthShore Corporation

Section 1180.4(c)(2)(i): Signatures, Oaths, and Certifications (continued)

I, Bruce A. Lieberman, declare under penalty of perjury that I am President of JOF Transportation Company, one of the two general partners of Chicago South Shore & South Bend Railroad Company; that I am one of the executive officers duly authorized to sign, to verify, and to file this Responsive Application on behalf of Chicago South Shore & South Bend Railroad Company; that I have knowledge of the matters contained in this Responsive Application; and that the statements made in this Responsive Application are true and correct to the best of my knowledge and belief.

Bruce A. Lieberman
President
JOF Transportation Company

Executed on this 18th day of November, 2026

I, Aimee M. Nolan, certify that I am Corporate Secretary of JOF Transportation Company, one of the two general partners of Chicago South Shore & South Bend Railroad Company, Responsive Applicant herein, and that Bruce A. Lieberman, President of JOF Transportation Company, is duly authorized to sign, verify, and to file this Responsive Application on behalf of Chicago, South Shore & South Bend Railroad Company.

Executed on this 18 day of November, 2026.

Aimee M. Nolan
Corporate Secretary
JOF Transportation Company

CHICAGO SOUTH SHORE & SOUTH BEND RAILROAD COMPANY
505 North Carroll Avenue
Michigan City, IN 46360

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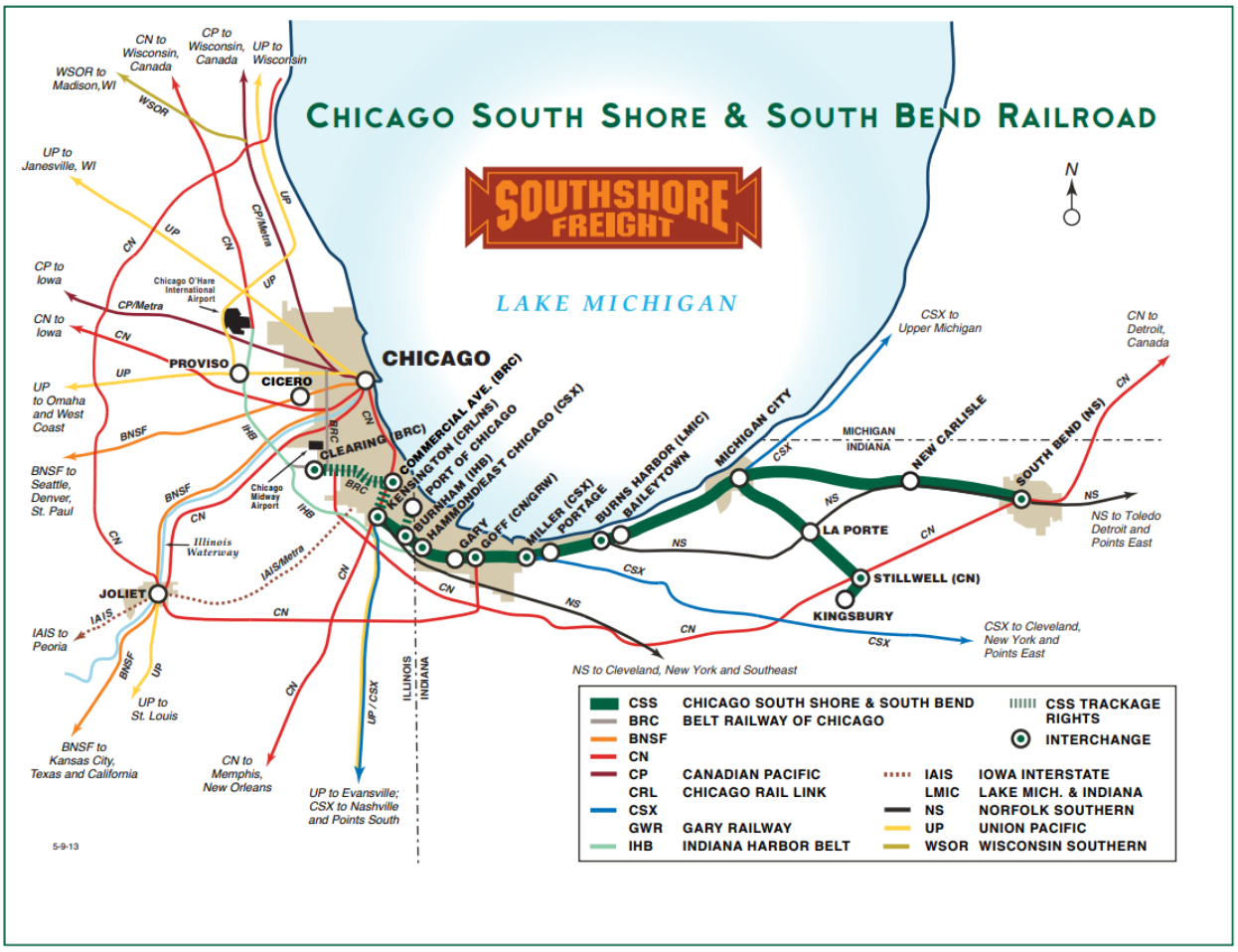
Dated: November 18, 2026

Attorneys for Chicago South Shore & South Bend Railroad Company

Exhibit 1: Maps

Exhibit 1: Maps

CSS System:

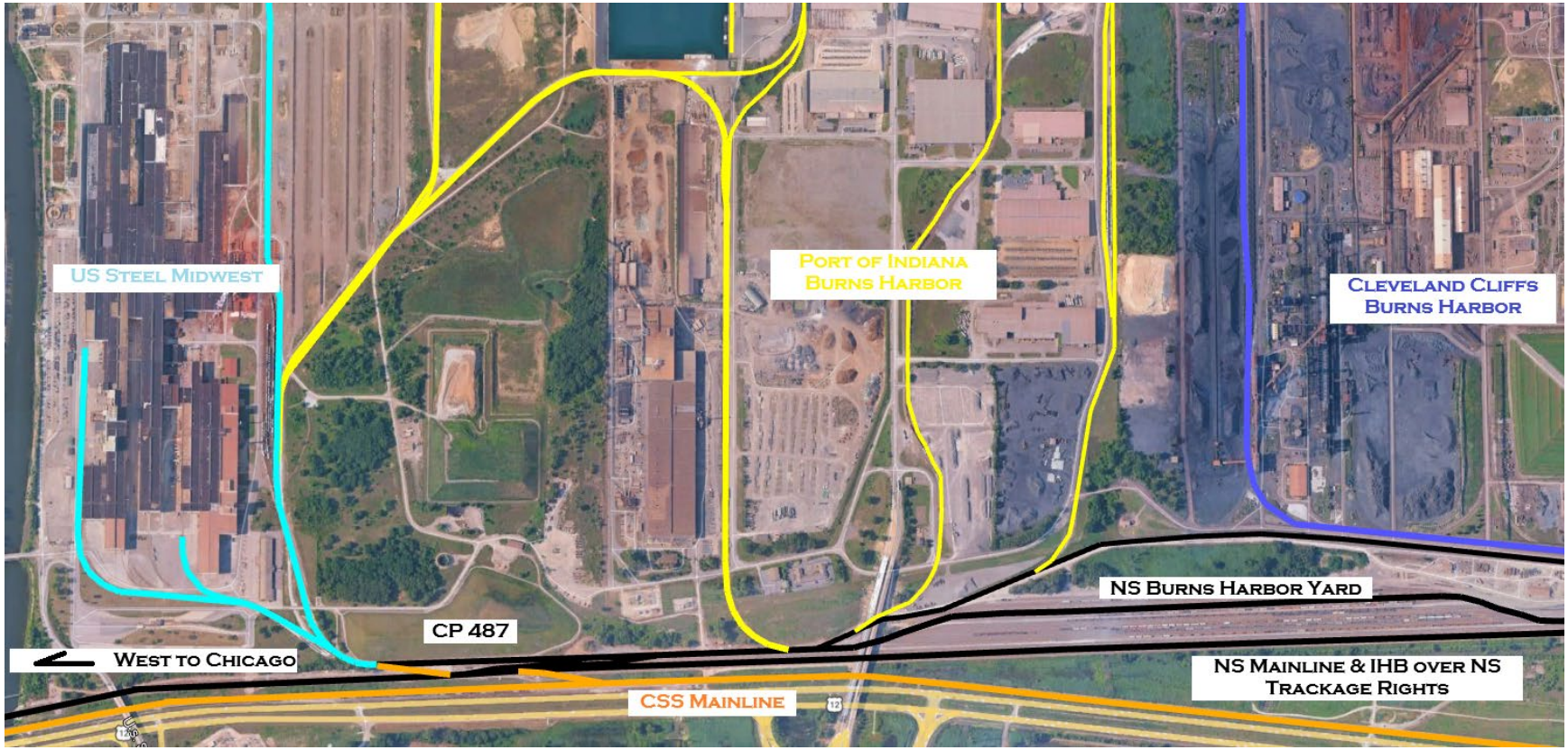


Port of Indiana Burns Harbor and the Requested Trackage Rights:

1. Port of Burns Harbor and Vicinity General Overview



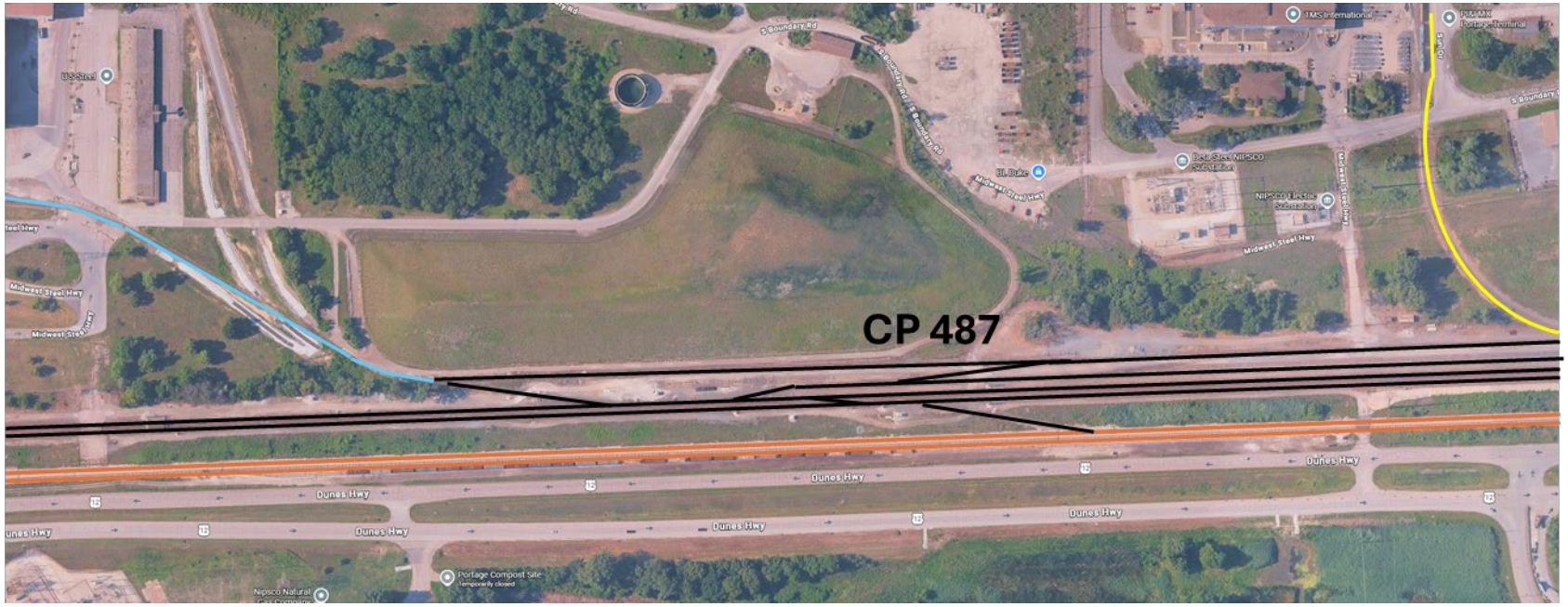
2. Port of Burns Harbor (and Vicinity) Rail Lines Overview

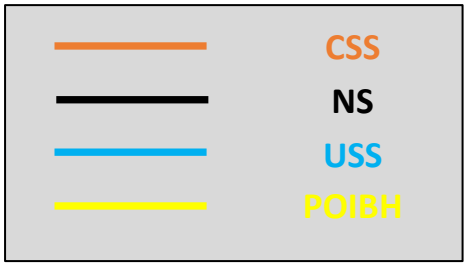


3. Port of Burns Harbor detail near NS CP 487

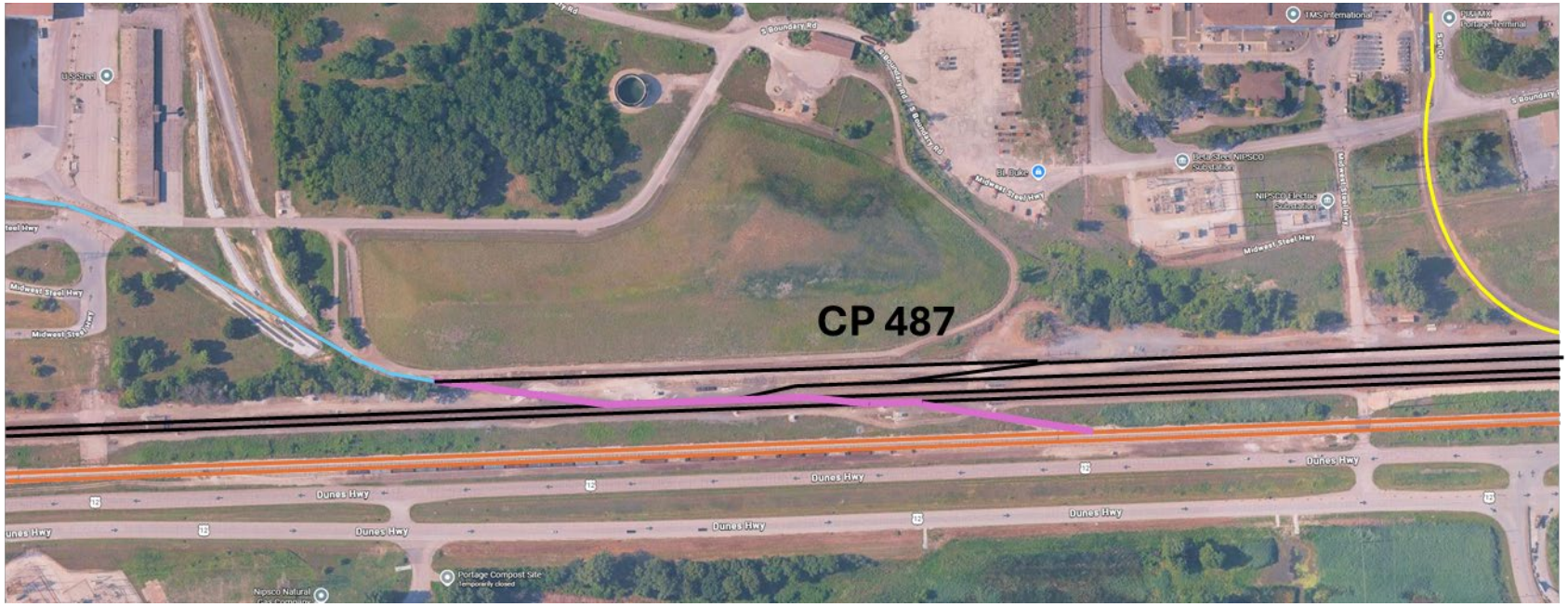


4. Port of Indiana Harbor Detail near NS CP 487 with Current Ownership Indicated





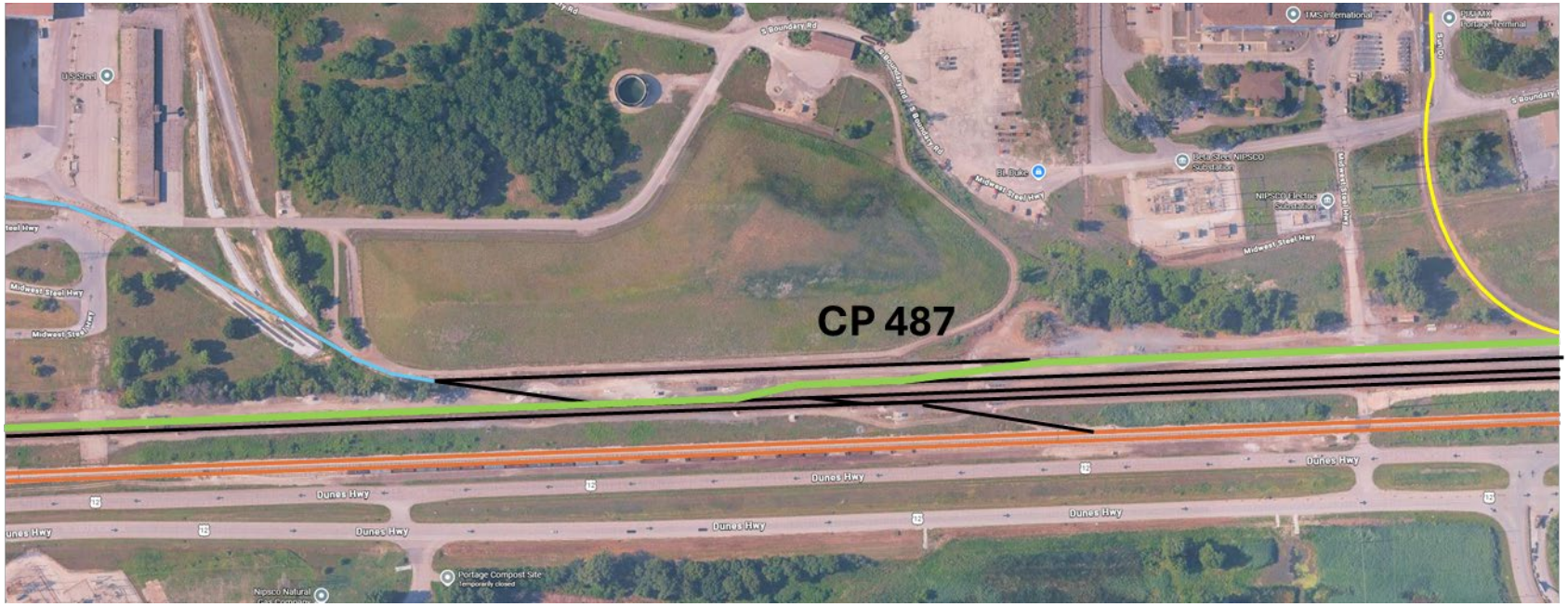
5. Port of Indiana Harbor Detail near NS CP 487 with Current CSS Access Rights over NS Indicated



CSS
NS
USS
POIBH

Current CSS Access Rights

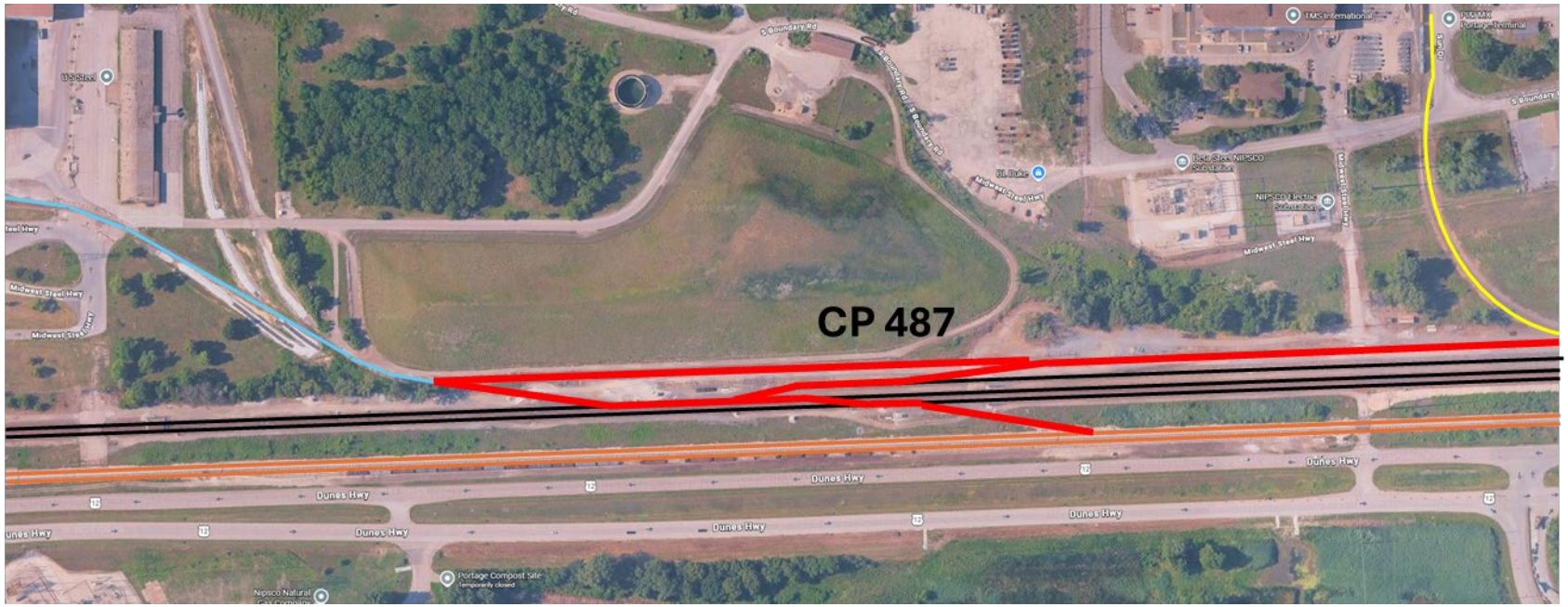
6. Port of Indiana Harbor Detail near NS CP 487 with Current IHB Access Rights over NS Indicated



CSS
NS
USS
POIBH

Current IHB Access Rights

7. Port of Indiana Burns Harbor Detail near NS CP 487 with Requested CSS Access Rights over NS Indicated*



* Note: CSS seeks trackage rights over NS: (1) to access the current point of NS's connection to the POIBH trackage; (2) to access any future point of connection between UP-NS's line and the POIBH trackage (*e.g.*, any potential future connection near the current NS-USS connection point); and (3) to allow for movement between the existing point of CSS's access to USS and any current or future point of connection with POIBH.

CSS
NS
USS
POIBH

Requested CSS Access Rights

Exhibit 2: Proposed Trackage Rights Agreement

TRACKAGE RIGHTS AGREEMENT

Dated as of [DATE OF AGREEMENT]

between

UNION PACIFIC RAILROAD COMPANY

(“Owner”)

and

CHICAGO SOUTH SHORE & SOUTH BEND RAILROAD COMPANY

(“User”)

Relating to Trackage Rights over the Chicago Line of Owner in the vicinity of Burns Harbor, Indiana

TRACKAGE RIGHTS AGREEMENT

THIS AGREEMENT, entered into as of this [DAY] day of [MONTH], [YEAR], by and between Union Pacific Railroad Company (hereinafter referred to as "Owner") and Chicago South Shore & South Bend Railroad Co. (hereinafter referred to as "User").

WHEREAS, in connection with the merger transaction for which Owner sought Surface Transportation Board ("STB") approval in Union Pacific Corporation and Union Pacific Railroad Company – Control – Norfolk Southern Corporation and Norfolk Southern Railway Company ("NS"), Finance Docket No. 36873, User sought trackage rights over certain lines of the consolidated entity in the form of a Responsive Application; and

WHEREAS, Owner has previously granted User rights to cross Owner's Chicago Line main tracks to serve certain industries.

WHEREAS, User desires physical access over Owner's line to serve industries located within the Port of Indiana Burns Harbor (POIBH), and to facilitate such service, to access the Burns Harbor Railroad or whatever other railroad POIBH may elect to use in the future to operate over its trackage; and

WHEREAS, Owner is agreeable to granting User such trackage rights.

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

SECTION 1. GRANT OF TRACKAGE RIGHTS

Subject to the terms and conditions herein provided, Owner hereby grants to User the right to operate its trains, locomotives, cars, and equipment with its own crews (hereinafter referred to as the "Trackage Rights") over the following segment of Owner's railroad shown on the plan attached hereto, made a part hereof, and marked "Exhibit I" (hereinafter referred to as the "Subject Trackage"):

Owner's Chicago Line from its connection with trackage over which User operates at CP487 (MP 486.3 to Milepost 487.4 at Burns Harbor).

SECTION 2. USE OF SUBJECT TRACKAGE

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

(b) Between Milepost 486.3 and 487.4, User shall be permitted to ingress and egress the Subject Trackage for the purpose of interchanging traffic with Burns Harbor Railroad (or its successor) for purposes of serving entities located within the POIBH. Except as otherwise set forth herein, User shall not use any part of the Subject Trackage for the purpose of switching, storage of cars, or the making or breaking up of trains. Nothing contained herein, however, shall, upon prior approval of Owner, preclude the emergency use by User of such auxiliary tracks as may be designated by Owner for such purpose.

(c) Owner shall have exclusive control of the management and operation of the Subject Trackage; provided, however, that all trains of Owner, User, and any third party with access to the Subject Trackage shall be treated equally and operated and dispatched on a non-discriminatory, first-come, first-served basis without prejudice or partiality (except for passenger trains which shall have priority), with Owner's, User's, and any such third-party's trains of the same type accorded the same level of priority.

(d) User shall have the right to operate in either direction over the Subject Trackage, and User shall have the right, as may be needed to access POIBH, to move its trains onto Owner's Chicago Line and then to reverse direction in order to complete an inbound or outbound move via the subject trackage rights.

(e) User may not grant rights of any nature on the Subject Trackage to other parties.

SECTION 3. RESTRICTIONS ON USE

(a) The Trackage Rights are granted for the purpose of User using the same for traffic originating or terminating within POIBH. User shall not perform any local freight or passenger service whatever at any point located on such segment of the Subject Trackage; provided, however, that nothing herein shall prevent User from using its existing rights to access shippers in the vicinity of POIBH and/or to combine shipments under the present agreement with shipments under User's existing rights in a single train.

(b) Subject to Section 3(a), User may offer and provide freight service only for those industries for which it has existing rights and any industry now or hereafter located within POIBH, including industries accessed from turnouts which spring north of Owner's Chicago Line main tracks between Milepost 486.3 and MP 487.4.

(c) User shall not offer or perform freight or passenger service to customers at any industry, point, or station on the Subject Trackage, except as provided in subsections (a) and (b) above.

SECTION 4. COMPENSATION

(a) The factor to be used in calculating payments to be made by User for the Trackage Rights covered by this Agreement shall be [AMOUNT IN WORDS] Dollars ($[_.__]) per car (hereinafter referred to as the "Current Charge").

(b) User will pay Owner a sum computed by multiplying: (i) the Current Charge, as may be revised in accordance with Section 5, by (ii) the number of cars (loaded and empty), locomotive, and caboose units moved by User with its own crews and power over the Subject Trackage. For the purpose of this Agreement, each locomotive unit, each caboose, each platform of an articulated car shall be counted as one car.

(c) At the end of each month, User will furnish to Owner a statement of the total number of cars, locomotives, and cabooses operated by User over the Subject Trackage during the month. Based on this statement, Owner will render to User a bill, computed in accordance with the provisions of this Section 4, for User's use of the Subject Trackage.

SECTION 5. REVISION OF CURRENT CHARGE

(a) The Current Charge set forth in Section 4 above shall be revised effective July 1 of each year, beginning July 1, [YEAR], to compensate for the increase or decrease in the cost of labor and material, excluding fuel, to reflect the change in the "Material prices, wage rates and supplements combined (excl. fuel)" index as contained in Table A, Annual Indexes of Chargeout Prices and Wage Rates (1977=100) – East, included in "AAR Railroad Cost Indexes" published by the Association of American Railroads. The Current Charge shall be revised by calculating the percentage of increase, or decrease, in the index of the year to be revised as related to the index of the prior calendar year, and then applying that percentage to the Current Charge.

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

$$(B – A) \div A = D$$

$(C \times D) + C$ = new revised Current Charge, effective July 1 of the year being escalated.

(c) If the Association of American Railroads or any successor organization discontinues publication of the Annual Indexes of Chargeout Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the matter will be referred to

the Surface Transportation Board for determination. In the event said Board is without jurisdiction to make such a determination, the parties shall submit the matter to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator so appointed by said Association shall be final and binding upon the parties hereto. Each party to the arbitration shall pay the compensation, costs, fees, and expenses of its own witnesses, exhibits, and counsel. The compensation, costs, and expenses of the arbitrator shall be borne equally by such parties.

(d) At the option of either party hereto, the compensation provided for in Sections 4 and 5 of this Agreement shall be open to renegotiation every five (5) years from the Commencement Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Agreement and the parties shall continue to be bound by the terms of compensation provided in said Sections for the remainder of the term of this Agreement.

SECTION 6. PAYMENT OF BILLS

(a) All payments called for under this Agreement shall be made by User within sixty (60) days after receipt of bills therefor. No payments shall be withheld because of any dispute as to the correctness of items in the bills rendered, and any discrepancies reconciled between the parties hereto shall be adjusted in the accounts of a subsequent month. The records of each party hereto, insofar as they pertain to matters covered by this Agreement, shall be open at all reasonable times to inspection by the other party.

(b) Bills rendered pursuant to the provisions of this Agreement, other than those set forth in Section 4 hereof, shall include direct labor and material costs, together with the surcharges, overhead percentages, and equipment rentals in effect at the time any work is performed by Owner.

SECTION 7. MAINTENANCE OF SUBJECT TRACKAGE

(a) Owner shall maintain, repair, and renew the Subject Trackage at its own expense and with its own supervision and labor. Owner shall keep and maintain the Subject Trackage in reasonably good condition for the use herein contemplated, but Owner does not guarantee the condition of the Subject Trackage or that operations thereover will not be interrupted. Furthermore, except as may be otherwise provided in Section 13 hereof, User shall not, by reason of failure or neglect on the part of Owner to maintain, repair, or renew the Subject Trackage, have or make any claim or demand against Owner or its directors, officers, agents, or employees for any injury to or death of any person or persons whomsoever, or for any damage to or loss or destruction of any property whatsoever, or for any damages of any nature suffered by User resulting from any such failure or neglect.

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

SECTION 8. CONSTRUCTION AND MAINTENANCE OF CONNECTIONS

(a) Existing connections or facilities which are jointly used by the parties hereto under existing agreements or practices shall continue to be maintained, repaired, and renewed by and at the expense of the party or parties responsible for such maintenance, repair, and renewal under such agreements or practices.

(b) Any additional connections to the Subject Trackage which may be required shall be constructed, maintained, repaired, and renewed as follows:

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

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

SECTION 9. ADDITIONS, RETIREMENTS, AND ALTERATIONS

(a) Owner, from time to time and at its sole cost and expense, may make such changes in, additions and betterments to, and 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 User requests Owner to make changes in or additions and betterments to the Subject Trackage, including without limitation changes in communication or signal facilities, for purposes beyond that required for Owner's operation, Owner shall have the option:

(i) to make such changes in or additions and betterments to the Subject Trackage, and User shall pay to Owner the cost thereof, including the annual expense of maintaining, repairing, and renewing such additional or altered facilities; or

(ii) to deny such request.

SECTION 10. MANAGEMENT AND OPERATIONS

(a) Consistent with Section 2(c), above, the trains, locomotives, cars and equipment of User, Owner, and any other present or future user of the Line or any portion thereof, shall be operated without prejudice or partiality to any party to this Agreement or any such other User and in such a manner as will result in the most economical and efficient manner of movement of all traffic.

(b) User shall comply with the provisions of the Federal Locomotive Inspection Act and the Federal Safety Appliance Acts, as amended, and all other federal and state 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. User shall indemnify, protect, defend, and save harmless Owner and its directors, officers, agents, and employees from and against all fines, penalties, and liabilities imposed upon Owner or its directors, officers, agents, or employees under such laws, rules, and regulations by any public authority or court having jurisdiction in the premises, when attributable solely to the failure of User to comply with its obligations in this regard.

(c) User, in its use of the Subject Trackage, will comply in all respects with the operating rules and regulations of Owner, and the movement of User's trains, locomotives, cars, and equipment over the Subject Trackage shall at all times be subject to the orders of the transportation officers of Owner. User'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 authorized freight speeds as provided by Owner's operating rules and regulations without the prior consent of Owner. User shall indemnify, protect, defend, and save harmless Owner and its directors, officers, agents, and employees from and against all liabilities when attributable solely to the failure of User to comply with the provisions of this subsection.

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

(e) Owner may conduct an investigation at its option if a User's employee working on Owner's property is alleged to have violated Owner's rules, regulations, orders, practices, or instructions, or if an incident occurs which requires an investigation under applicable agreement rules. To exercise its option, Owner will schedule the investigation

and notify User's Local Transportation Officer in the territory thereof, who will, in turn, arrange to issue proper notice to the User's employee(s) of the investigation. Owner's scheduling of the investigation must comply with the time limits provided in the applicable agreement on User's railroad. Owner will provide its regulations, supplements, and safety rules to User at no cost.

(f) If Owner conducts an investigation, Owner shall have the right to exclude from the Subject Trackage any employee of User, except officers, determined by Owner as the result of Owner's investigation or hearing described below, to be in violation of Owner's rules, regulations, orders, practices, or instructions.

(g) In a major offense such as violation of Rule G, dishonesty, insubordination, or a serious violation of operating rules, wherein Owner desires to bar User's employee from service on Owner's territory pending an investigation by Owner, immediate verbal notification will be given to the appropriate Transportation Officer of User so that proper written notice can be issued to the employee.

(h) If Owner conducts an investigation, its officer will conduct the investigation, but an officer of User may be present to assure compliance with the User's labor agreement and practices with respect to investigation procedures. After the investigation is concluded, Owner will promptly furnish User with two copies of the transcript and a recommendation as to the discipline to be assessed. User's Transportation Officer will arrange to assess discipline, subject to receipt of Owner's recommended discipline, within the applicable time limits. If Owner recommends dismissal, User reserves the right to change the recommendation to the extent of barring the individual from operating over Owner's territory.

(i) It is understood that Owner shall reimburse User for all payments that User might be required to make as a result of a challenge being made by the employee or his representative to the discipline recommended by Owner and assessed by User. User agrees to notify Owner before committing itself to making payment of any claim. In the event a claim is progressed to an Adjustment Board, Owner will be given an opportunity to review User's submission. Any payments made to employees, as a result of an investigation being "overturned", shall include not only actual wages, but in addition, shall include expenses which User may be required to pay covering vacation allowances, Railroad Retirement taxes, unemployment insurance taxes, and any other payroll tax or fringe benefits.

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

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

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

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

SECTION 11. MILEAGE AND CAR HIRE

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

SECTION 12. CLEARING OF WRECKS

Whenever User's use of the Subject Trackage requires rerailing, wrecking service, or wrecking train service, Owner shall perform such service, including the repair and restoration of roadbed, track, and structures. The cost and expense thereof, including without limitation loss of, damage to, and destruction of any property whatsoever and injury to or death of any person or persons whomsoever resulting therefrom, shall be apportioned in accordance with the provisions of Section 13 hereof. All locomotives, cars, and equipment and salvage from the same so picked up and removed which are owned by or under the management and control of or used by User at the time of such wreck shall be promptly delivered to it.

SECTION 13. LIABILITY

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

(a) Whenever any loss of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, or any damage to or destruction of the environment whatsoever, including without limitation land, air, water, wildlife, and vegetation, occurs with the trains, locomotives, cars, or equipment of, or in the account of, User being involved, without the trains, locomotives, cars, or equipment of, or in the account of, Owner being involved, User shall assume all liability therefor and bear all cost and expense in connection therewith, including without limitation all cost and expense referred to in Section 12 hereof, and shall forever protect, defend, indemnify, and save harmless Owner and its directors, officers, agents, and employees from and against any such liability, cost, and expense, regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of Owner or its directors, officers, agents, or employees.

(b) Whenever any loss of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, or any damage to or destruction of the environment whatsoever, including without limitation land, air, water, wildlife, and vegetation, occurs with the trains, locomotives, cars, or equipment of, or in the account of, Owner being involved, without the trains, locomotives, cars, or equipment of, or in the account of, User being involved, Owner shall assume all liability therefor and bear all cost and expense in connection therewith, including without limitation all cost and expense referred to in Section 12 hereof, and shall forever protect, defend, indemnify, and save harmless User and its directors, officers, agents, and employees from and against any such liability, cost, and expense, regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of User or its directors, officers, agents, or employees.

(c) Whenever any loss of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, or any damage to or destruction of the environment whatsoever, including without limitation land, air, water, wildlife, and vegetation, occurs with the trains, locomotives, cars, or equipment of, or in the account of, both Owner and User being involved, Owner and User shall separately assume and bear all liability, cost, and expense for loss of and damage to said trains, locomotives, cars (including without limitation lading), and equipment operated by each of them and for injury to and death of each of their directors, officers, agents, and employees, and persons in each of their care and custody. All liability, cost, and expense for injury to and death of any other person or persons whomsoever, for loss of, damage to, or destruction of all other property (including without limitation the Subject Trackage), and for any damage to or destruction of the environment whatsoever, including without limitation land, air, water, wildlife, and vegetation, so occurring shall be borne equally by Owner and User, including without limitation all cost and expense referred to in Section 12 hereof. Whenever any liability, cost, or expense is assumed by or apportioned to a party hereto under the foregoing provisions, that party shall forever protect, defend, indemnify, and save harmless the other party to this Agreement and its directors, officers, agents, and employees from and against that liability, cost, and expense assumed by that party or apportioned to it,

regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of the indemnitee or its directors, officers, agents, or employees.

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

(e) For purposes of this Section 13, pilots furnished by Owner to User pursuant to Section 10(d) of this Agreement shall be considered as the employees of User while such employees are on duty as pilots.

(f) Notwithstanding the provisions of Section 17(e) of this Agreement, for the purposes of this Section 13 the word "equipment" shall mean and be confined to (i) cabooses, (ii) vehicles and machinery which are capable of being operated on railroad tracks that, at the time of an occurrence, are being operated on the Subject Trackage, and (iii) vehicles and machinery that, at the time of an occurrence, are on the Subject Trackage or its right-of-way for the purpose of the maintenance or repair thereof or the clearing of wrecks thereon.

SECTION 14. INVESTIGATION

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

(b) Each party will investigate, adjust, and defend all freight loss and damage claims filed with it in accordance with 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.

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

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

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

(e) Excluding freight loss and damage claims filed in accordance with 49 U.S.C. Section 11706 or 49 C.F.R. Section 1005, neither party shall settle or compromise any claim, demand, suit, or cause of action for which the other party has any liability under this Agreement without the concurrence of such other party if the consideration for such settlement or compromise exceeds Ten Thousand Dollars ($10,000).

(f) It is understood that nothing in this Section shall modify or waive the conditions, obligations, assumptions, or apportionments provided in Section 13 hereof.

SECTION 15. DEFAULT AND TERMINATION

In the event of any substantial failure on the part of User to perform its obligations under this Agreement and its continuance in such default for a period of sixty (60) days after written notice thereof by certified mail from Owner, Owner shall have the right at its option, after first giving thirty (30) days' written notice thereof by certified mail, and notwithstanding any waiver by Owner of any prior breach thereof, to terminate the Trackage Rights and User's use of the Subject Trackage. The exercise of such right by Owner shall not impair its rights under this Agreement or any cause or causes of action it may have against User for the recovery of damages. Any termination under this Section shall be subject to obtaining any authority required from the Surface Transportation Board, and nothing in this Agreement limits either party's right to seek enforcement of this Agreement before the Board.

SECTION 16. REGULATORY APPROVAL

Should implementation of this Agreement require the taking of any action by User and/or the Surface Transportation Board under 49 U.S.C. Sections 10502, 11323, or 11324, User at its own cost and expense will initiate and thereafter diligently prosecute such action, and this Agreement shall take effect on the date User commences operations over the Subject Trackage (herein referred to as the "Commencement Date"). The Commencement Date shall be evidenced by an exchange of correspondence between the appropriate operating officers of the parties hereto. In the event action under such sections is not required, the Commencement Date shall be the date agreed upon by the parties hereto as evidenced by an exchange of correspondence referred to above. Owner will assist and support efforts of User to meet the requirements of the aforesaid sections.

SECTION 17. 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 right 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) With the exception of User's existing agreement with Norfolk Southern Railway to provide service via trackage rights to U.S. Steel Midwest (or its successors), this Agreement and the attachments annexed hereto and integrated herewith contain the entire agreement of the parties hereto and supersede any and all oral understandings between the parties.

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

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

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

(g) This Agreement is imposed and entered into in, and shall be governed by the laws of, the State of Indiana.

(h) Force Majeure. No party to this Agreement shall be responsible for delays or errors in its performance or other breach under this Agreement occurring by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, fire, major mechanical breakdown, labor disputes, flood or catastrophe, acts of God, insurrection, war, riots, delays in suppliers, derailments, or failure of transportation, communication, or power supply.

(i) No Waiver. Waiver of any provision of this Agreement, in whole or in part, in any one instance shall not constitute a waiver of any other provision in the same instance, nor any waiver of the same provision in another instance, but each provision shall continue in full force and effect with respect to any other then existing or subsequent breach.

SECTION 18. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, including any person, firm, or corporation succeeding to the ownership of substantially all of the assets or business of User or into or with which User is merged or consolidated; provided, however, that User shall not in any other manner transfer or assign this Agreement, or any of its rights, interests, or obligations hereunder, to any person, firm, or corporation (other than an affiliate of User) without obtaining the prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned, or delayed.

SECTION 19. 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 Owner:

[OWNER FULL LEGAL NAME]
c/o [TITLE OF NOTICE RECIPIENT]
[STREET ADDRESS]
[CITY, STATE ZIP]

(b) If to User:

Chicago South Shore & South Bend Railroad Co.
c/o President
505 N. Carroll Ave.
Michigan City IN 46360

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

SECTION 20. TERM

This Agreement shall continue in full force and effect from the Commencement Date, as hereinabove defined, and shall continue in perpetuity; provided, however, that User shall have the right to terminate this Agreement upon giving twelve (12) months' advance written notice to Owner. Termination of this Agreement shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Agreement prior to the termination hereof.

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

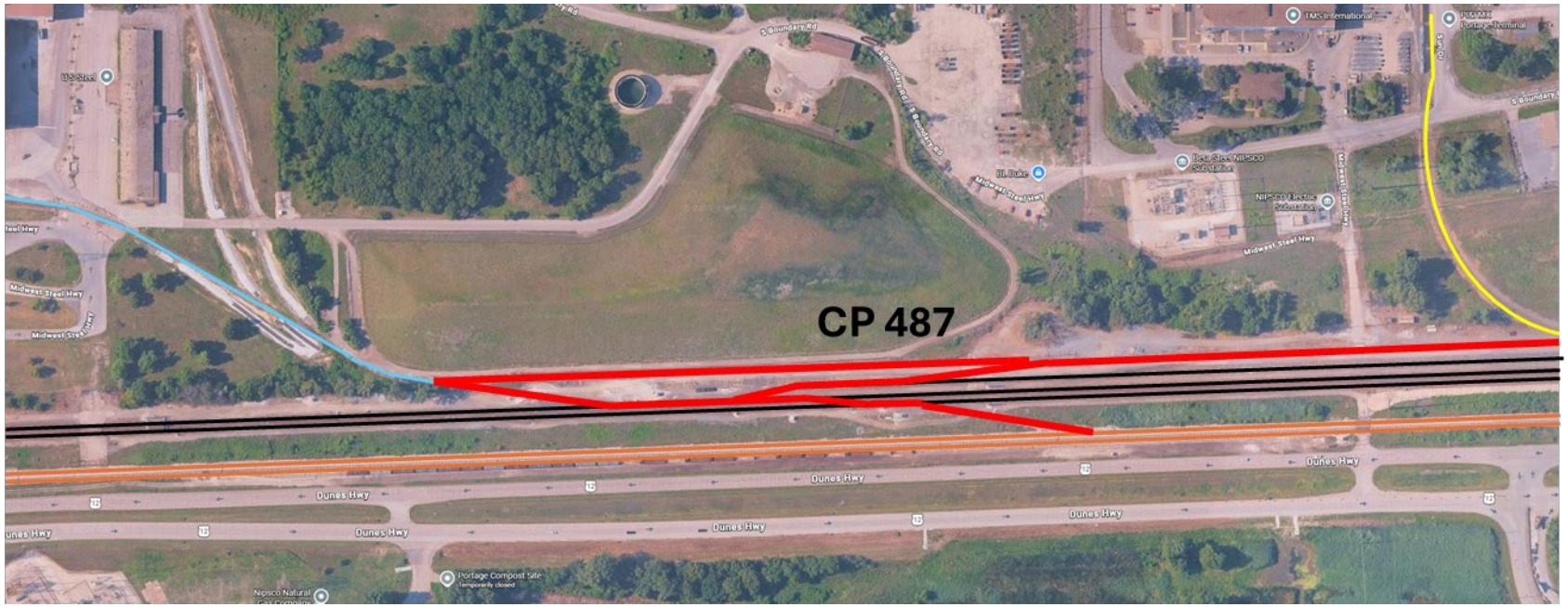
[OWNER FULL LEGAL NAME]

By: _____
Name: [NAME]
Title: [TITLE]

[USER FULL LEGAL NAME]

By: _____
Name: [NAME]
Title: [TITLE]

Exhibit 1 to Proposed Trackage Rights Agreement (Subject Trackage)



The Subject Trackage includes the UP track identified above sufficient to allow CSS: (1) to access the current point of UP's connection to the POIBH trackage; (2) to access any future point of connection between UP's line and the POIBH trackage (*e.g.*, any potential future connection near the UP-USS connection point); and (3) to allow for movement between the existing point of CSS's access to USS and any current or future point of connection with POIBH.

CSS
NS
USS
POIBH

Requested CSS Access Rights

Exhibit 3: Opinion of Counsel

OPINION OF COUNSEL FOR
CHICAGO SOUTH SHORE & SOUTH BEND RAILROAD COMPANY

As counsel for Chicago South Shore & South Bend Railroad Company ("CSS"), an Indiana general partnership, I am familiar with the transaction proposed in the Responsive Application of CSS. It is my opinion that the transaction proposed in CSS's Responsive Application meets all requirements of law, will be legally authorized and valid if approved by the Surface Transportation Board, is within the power and authority of CSS, and will not result in any breach, violation or default of any provisions of CSS's General Partnership Agreement, dated December 11, 1989, as amended, or of the Articles of Incorporation or Bylaws of either of CSS's general partners, JOF Transportation Company and SouthShore Corporation.

By: Aimee M. Nolan

Aimee M. Nolan
Chief Legal Officer
CHICAGO SOUTH SHORE & SOUTH BEND RAILROAD COMPANY
Railway Exchange Building
224 South Michigan Avenue, Suite 330
Chicago, IL 60604
(312) 762-5319
anolan@anacostia.com

Dated this 18 day of November, 2026

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of November, 2026, I caused copies of the foregoing to be served: (i) by email or by first-class mail, postage prepaid upon all parties of record in this proceeding; and (ii) upon the other individuals that the Board identified for service in its Decision No. 5 served on September 26, 2025.

/s/ Andrew B. Kolesar III
Andrew B. Kolesar III