BEFORE THE
SURFACE TRANSPORTATION BOARD



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ENTERED
Office of Proceedings
February 13, 2017
Part of
Public Record

DOCKET NO. FD 36099

INDIANA HARBOR BELT RAILROAD COMPANY—TRACKAGE RIGHTS—CONSOLIDATED RAIL CORPORATION, CSX TRANSPORTATION, INC., AND NORFOLK SOUTHERN RAILWAY COMPANY

DOCKET NO. FD 36100

CSX TRANSPORTATION, INC.—TRACKAGE RIGHTS—CONSOLIDATED RAIL CORPORATION AND NORFOLK SOUTHERN RAILWAY COMPANY

DOCKET NO. FD 36101

NORFOLK SOUTHERN RAILWAY COMPANY—TRACKAGE RIGHTS—CONSOLIDATED RAIL CORPORATION AND CSX TRANSPORTATION, INC.

DOCKET NO. FD 36102

CONSOLIDATED RAIL CORPORATION—TRACKAGE RIGHTS—CSX TRANSPORTATION, INC. AND NORFOLK SOUTHERN RAILWAY COMPANY

VERIFIED NOTICES OF EXEMPTION

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BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36099

INDIANA HARBOR BELT RAILROAD COMPANY—
TRACKAGE RIGHTS—CONSOLIDATED RAIL
CORPORATION, CSX TRANSPORTATION, INC.,
AND NORFOLK SOUTHERN RAILWAY COMPANY

DOCKET NO. FD 36100

CSX TRANSPORTATION, INC.—TRACKAGE RIGHTS—
CONSOLIDATED RAIL CORPORATION AND NORFOLK SOUTHERN
RAILWAY COMPANY

DOCKET NO. FD 36101

NORFOLK SOUTHERN RAILWAY COMPANY—TRACKAGE RIGHTS—
CONSOLIDATED RAIL CORPORATION AND CSX TRANSPORTATION, INC.

DOCKET NO. FD 36102

CONSOLIDATED RAIL CORPORATION—TRACKAGE RIGHTS—
CSX TRANSPORTATION, INC. AND NORFOLK SOUTHERN
RAILWAY COMPANY

VERIFIED NOTICES OF EXEMPTION

The Indiana Harbor Belt Railroad Company ("IHB"), Consolidated Rail Corporation ("Conrail"), CSX Transportation, Inc. ("CSXT"), and Norfolk Southern Railway Company ("NSR") submit these Verified Notices of Exemption pursuant to the class exemption at 49 C.F.R. § 1180.2(d)(7) for trackage rights over rail lines and ancillary trackage (the "Rail

Properties") owned by Conrail, CSXT, and NSR (the "Property Owners") in the vicinity of Gibson and Ivanhoe, Indiana, and Calumet Park, Illinois.

The parties will enter into a written agreement for the trackage rights,[1] which are not sought as responsive applications in a rail consolidation proceeding. A redacted version of the Trackage Rights Agreement is attached hereto as Exhibit 2. An unredacted copy of the Trackage Rights Agreement is being concurrently filed with a motion for protective order.[2]

Pursuant to the regulations of the Surface Transportation Board ("STB") at 49 C.F.R. § 1180.4(g), IHB, Conrail, CSXT, and NSR submit the following information:

Section 1180.6 Supporting Information

(a)(1)(i) Summary of Proposed Transaction

IHB, which is 51%-owned by Conrail, heretofore has operated under 99-year trackage rights agreements with predecessors in interest of Conrail, dated April 9, 1906 ("1906 Agreement") and September 30, 1913 ("1913 Agreement"). Under those Agreements, IHB has supervised, maintained, and dispatched the lines involved. Under those Agreements, Conrail retained the right to operate, and, at its election, to supervise, maintain, and dispatch the lines involved as well.

Pursuant to the Transaction Agreement approved by the Surface Transportation Board ("STB") in *CSX Corp.—Control—Conrail, Inc.*, 3 S.T.B. 196 (1998), portions of the IHB-operated properties owned by Conrail were allocated to New York Central Lines LLC and Pennsylvania Lines LLC, and subsequently to CSXT and NSR. *See CSX Corp.—Control—*

[1] Pursuant to 49 C.F.R. § 1180.6(a)(7), a copy of the executed agreement will be filed with the Board within 10 days of its execution.

[2] Pursuant to 49 C.F.R. § 1180.4(g)(2)(i), a caption summary suitable for publication in the Federal Register is attached as Exhibit 3.

Conrail, Inc., STB Fin. Dkt. No. 33388 (Sub-No. 94), 2003 WL 22521400 (served Nov. 7, 2003).[3] As part of the approved transaction, on August 22, 1998, CSX Corporation and Norfolk Southern Corporation entered into an agreement (the "IHB Agreement"), attached as Exhibit 4, that gave CSXT and NSR full, joint, and equal use of the Rail Properties, including trackage rights over those properties. *See* 3 S.T.B. at 228-229 (including the Rail Properties among the "Other Areas With Special Treatment" that are "subject to special arrangements that provide for a sharing of routes or facilities to a certain extent").

The 1906 and 1913 Agreements expired by their terms, respectively, in 2005 and 2012. The exemption noticed in Docket No. 36099 will allow IHB to continue to operate the Rail Properties, with updated compensation and other terms. IHB will have the same rights to supervise, dispatch, and maintain the Rail Properties as it has had in the past. Conrail, CSXT, and NSR will retain the rights to operate on the properties they own and, at their election, the same rights to supervise, maintain, and dispatch the trackage involved as Conrail retained when it owned all the Rail Properties.[4]

The exemption noticed in Docket No. FD 36099 is for the following trackage: CSXT's Kensington Branch (Line Code 3256) (a/k/a "East-West Line") between CSXT Milepost 259.4 at the Ivanhoe intersection in Gary, Indiana, and Conrail Milepost 266.6 at the intersection of Alice Avenue in Calumet City, Illinois, and ancillary trackage; NSR's Danville Branch (Line Code

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[3] Specifically: CSXT is owner of the "East–West Line," as further described in Attachment C of Exhibit 1; NSR is owner of the "Indiana Harbor Line," as further described in Attachment E of Exhibit 1; and Conrail is owner of the remaining properties, as further described in Attachment A of Exhibit 1, including Gibson Yard and the ancillary trackage associated with the East-West Line and the Indiana Harbor Line.

[4] Conrail has no current operations on the Rail Properties, but it has always had the right to operate on its own properties. CSXT and NSR have operations over the properties they own and, under the IHB Agreement, they have the right to operate over the rest of the Rail Properties.

3250) (a/k/a the "Indiana Harbor Line") between Milepost 0.0 at the intersection of Block Avenue in East Chicago, Indiana, and Milepost 6.30+/- at the intersection of Little Calumet River in Hammond, Indiana, and ancillary trackage; Conrail's Dune Park Branch (Line Code 3257) between Milepost 1.80 at the Ivanhoe intersection in Gary, Indiana, and Milepost 4.63 at the intersection of Chase Street in Gary, Indiana, and ancillary trackage; Conrail's Kensington Branch (Line Code 3256) between Conrail Milepost 266.6 at the intersection of Alice Avenue in Calumet City, Illinois, and Mile Post 270.6 at the intersection of 124th Street in East Chicago, Indiana, and ancillary trackage; Conrail's Cast Armour Lead (between the intersections of Dickey Road and Canal Street in East Chicago, Indiana) and Harbison Walker Lead (between the intersections of Indiana Harbor Canal and Kennedy Avenue in East Chicago, Indiana); and Conrail's Gibson Yard (between Howard Avenue and Kennedy Avenue in Hammond, Indiana), Gibson Transfer Yard (between Kennedy Avenue and Ivanhoe intersection in Gary, Indiana), and Michigan Avenue Yard (between Michigan Avenue and 144th Street in East Chicago, Indiana).

The exemptions noticed in Docket Nos. FD 36100, 36101, and 36102 are for CSXT, NSR, and Conrail each to have trackage rights over the lines and ancillary trackage of the others. The purpose is (1) to recognize the rights of CSXT and NSR to full, joint and equal operations over the Rail Properties, including trackage rights, as authorized by the IHB Agreement, (2) to grant Conrail equivalent trackage rights over CSXT's and NSR's lines, and (3) to provide common terms for such trackage rights operations.

The carriers involved in this transaction and their business addresses are:

Indiana Harbor Belt Railroad Company
2721 161st Street
Hammond, IN 46323-1099

Consolidated Rail Corporation
1717 Arch Street
Suite 1310
Philadelphia, PA 19103

CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202

Norfolk Southern Railway Company
Three Commercial Place
Norfolk, VA 23510

Questions and correspondence concerning this notice may be addressed to:

Joel Cornfeld
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2721 161st Street
Hammond, IN 46323-1099
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Three Commercial Place
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David.Coleman@nscorp.com
Counsel for Norfolk Southern Railway Company

(a)(1)(ii) Consummation Date

The exemptions are scheduled to become effective on March 16, 2017. Once exempted, the "Commencement Date" of the Trackage Rights Agreement for compensation and other purposes will be January 1, 2017.

(a)(1)(iii) Purpose Sought to be Accomplished

The purpose of the transaction is to continue IHB's operations over the Rail Properties under modern trackage rights terms, and to provide common terms for reciprocal operations of the Property Owners over the Rail Properties, as authorized by the IHB Agreement.

(a)(5) List of States in which Property of Each Applicant Carrier Is Situated

The Rail Properties that are the subject of the trackage rights are located in the States of Indiana and Illinois.

IHB owns properties in Indiana and Illinois.

Conrail owns properties in Illinois, Indiana, Michigan, New Jersey, and Pennsylvania.

CSXT owns properties in Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Mississippi, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, West Virginia, and the District of Columbia.

NSR owns properties in Alabama, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maryland, Michigan, Mississippi, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, West Virginia, and the District of Columbia.

(a)(6) Map

A color map illustrating the involved trackage rights is attached as Exhibit 1.

(a)(7)(ii) Agreement

A copy of the redacted Trackage Rights Agreement is attached as Exhibit 2.

Labor Protection

Any employees of IHB or the Property Owners who may be adversely affected by the trackage rights that are the subject of this Notice are entitled to protection under the conditions imposed in *Norfolk and Western Railway Co.—Trackage Rights—BN*, 354 I.C.C. 605 (1978), as modified by *Mendocino Coast Ry., Inc.—Lease and Operate*, 360 I.C.C. 653 (1980).

Section 1180.4(g)(4)(i) Supporting Information

(i)(A) The Trackage Rights Agreement does not contain interchange commitments.

(i)(B) A copy of the redacted Trackage Rights Agreement is attached hereto as Exhibit 2.

Environmental and Historic Matters

Environmental and historic impacts associated with trackage right transactions generally are considered insignificant and, therefore, environmental and historic reports and documentation generally are not required for trackage rights transactions. *See* 49 C.F.R. § 1105.6(c)(4) and § 1105.8(b)(3). Furthermore, under 49 C.F.R. § 1105.6(c)(2), the transactions are exempt from environmental reporting requirements, because the proposed transactions will not result in significant changes in carrier operations. Also, under 49 C.F.R. § 1105.8(b)(1), the transactions are exempt from historic preservation reporting requirements. The transaction in Docket No. FD 36099 is for continued rail service by IHB, and the transactions in Docket Nos. FD 36100, 36101, and 36102 are not expected to result in any significant changes in rail operations. Further, STB approval is required to discontinue or abandon service, and there are no plans to dispose of or alter properties subject to Board jurisdiction that are 50 years or older.

Respectfully submitted,

Joel Cornfeld
Indiana Harbor Belt Railroad Company
2721 161st Street
Hammond, IN 46323-1099

Counsel for Indiana Harbor Belt Railroad Company

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1999 K Street, NW
Washington, D.C. 20006-1101

Counsel for Consolidated Rail Corporation

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500 Water Street
Jacksonville, FL 32202

Counsel for CSX Transportation, Inc.

David L. Coleman
Norfolk Southern Railway Company, Inc.
Three Commercial Place
Norfolk, VA 23510

Counsel for Norfolk Southern Railway Company

Dated: February 13, 2017

VERIFICATION

State of Illinois)
) ss
County of Cook)

I, Patrick J. Daly, being duly sworn, depose and state that I am General Manager of The Indiana Harbor Belt Railroad, that I am authorized to make this verification, and that I have read the foregoing Notices of Exemption, and know the facts asserted therein are true and accurate to the best of my knowledge, information, and belief.

Patrick J. Daly

Subscribed and sworn before me this 9th day of February, 2017

Linda Keating
Notary Public

My Commission expires: 5/6/18

OFFICIAL SEAL
LINDA KEATING
Notary Public - State of Illinois
My Commission Expires May 6, 2018

VERIFICATION

State of Florida)
) ss
County of Duval)

I, Lawrence L. Ratcliffe, being duly sworn, depose and state that I am Assistant Vice President Network and Capacity Planning of CSX Transportation, Inc., that I am authorized to make this verification, and that I have read the foregoing Notices of Exemption, and know the facts asserted therein are true and accurate to the best of my knowledge, information, and belief.

Lawrence L. Ratcliffe

Subscribed and sworn before me this 9th day of February, 2017

Lucy W. McCook
Notary Public

My Commission expires: July 24, 2020

LUCY W. MCCOOK
Commission # FF 975115
Expires July 24, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

VERIFICATION

State of _____)
) ss
County of _____)

I, Randall Wayne Hunt, being duly sworn, depose and state that I am Director-Joint Facilities of Norfolk Southern Railway Company, that I am authorized to make this verification, and that I have read the foregoing Notice of Exemption, and know the facts asserted therein are true and accurate to the best of my knowledge, information, and belief.

Randall W. Hunt

Subscribed and sworn before me this 10 day of February, 2017

Notary Public

My Commission expires: 7/14/18

KISTIA CHERI CLINTON NOTARY PUBLIC FULTON COUNTY, GEORGIA

AMECURRENT 723047054.1 07-Feb-17 12:44

VERIFICATION

State of PENNSYLVANIA)
) ss
County of PHILADELPHIA)

I, Jonathan M. Broder, being duly sworn, depose and state that I am Vice President – General Counsel and Corporate Secretary of Consolidated Rail Corporation, that I am authorized to make this verification, and that I have read the foregoing Notices of Exemption, and know the facts asserted therein are true and accurate to the best of my knowledge, information, and belief.

Jonathan M. Broder

Subscribed and sworn before me this 9th day of February, 2017

Notary Public

My Commission expires: 3/18/19

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
RACHAEL GRAY CRANDLEY, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 18, 2019

EXHIBIT 1


Indiana Harbor Belt
CORRIDORS
A. Kensington Branch
B. Dune Park Branch(active)
C. Dune Park Branch(inactive)
D. Harbison Walker Lead
E. Cast Armour Yard Corridor
YARDS
F. Gibson Yard
G. Gibson Transfer Yard
H. Michigan Avenue Yard
I. Osborn Yard
CONRAIL
CSX
NORFOLK SOUTHERN
NS-Kensington Yard- LC 3256
117th St. to 124th St.
E - CR-Cast Armour Lead-
Dickey Rd to Canal St- LC 3250
NS- Danville Br. -LC 3250
MP 0.0(Block Ave.)
A- Conrail- Kensington Br.- LC 3256
MP 270.6(124th St) to MP 266.6(Alice Ave)
H -CR-Michigan Ave Yard- LC 3250
Michigan Ave to 144th St.
D - CR Harbison Walker
Lead-Indiana Harbor Canal
to Kennedy Ave- LC 3250
G-CR Gibson Transfer Yard-(Dune Park Br.)
LC 3257 Kennedy Ave to Ivanhoe
CSX- Kensington Br.-LC 3256
MP 266.6(Alice Ave.)
CSX -Kensington Br. LC 3256
MP 259.4 (Ivanhoe)
F- CR Gibson Yard- LC 3256
Howard Ave. to Kennedy Ave.
B - Conrail Dune Park Br. LC 3257
MP 1.8(Ivanhoe) to MP 4.63(Chase St)
C - Dune Park Branch-
(LC 3257) Abandoned
I- CR Osborn Yard - LC 3250
Osborn Ave to 165th St
NS- Danville Br. -LC 3250
MP 6.30+/-(Little Calumet River)
Whiting
Dolton
East Chicago
Calumet City
South Holland
Hammond
Gary
Aetna
Cline Ave
Indianapolis Blvd
Torrence Ave
W 4th Ave
W 5th Ave
E Dunes Hwy
Google earth
Image © 2015 TerraMetrics
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EXHIBIT 2

REDACTED

TRACKAGE RIGHTS AGREEMENT

Between

Consolidated Rail Corporation
CSX Transportation, Inc., and
Norfolk Southern Railway Company

And

Indiana Harbor Belt Railroad Company

THIS AGREEMENT, entered into as of this 1st day of January, 2017, by and between Consolidated Rail Corporation ("Conrail"), a Pennsylvania Corporation, CSX Transportation, Inc. ("CSXT"), a Virginia corporation, and Norfolk Southern Railway Company ("NSR"), a Virginia corporation, and The Indiana Harbor Belt Railroad Company ("IHB"), an Indiana Corporation;

WITNESSETH:

WHEREAS, predecessors of Conrail owned and operated certain rail lines, yards, ancillary tracks, and other properties and facilities in the vicinity of Gibson and Ivanhoe, Indiana, and Calumet Park, Illinois, delineated in Attachments A, C, and E hereto ("Rail Properties"); and

WHEREAS, pursuant to 99-year trackage rights agreements dated April 9, 1906 ("1906 Agreement") and September 30, 1913 ("1913 Agreement"), as amended, Conrail's predecessors granted IHB trackage rights over the Rail Properties; and

WHEREAS, through various mergers and the creation of Conrail in 1976, Conrail became owner of the Rail Properties and successor to the 1906 and 1913 Agreements, as well as the 51% owner of IHB; and

WHEREAS, on June 1, 1999, pursuant to the Transaction Agreement approved by the Surface Transportation Board ("STB") in Finance Docket No. 33388, CSX Corporation and Norfolk Southern Corporation ("NSC") acquired all the stock of Conrail, and the Conrail assets (including the Rail Properties) were divided among Conrail, New York Central Lines LLC, and Pennsylvania Lines LLC; and

WHEREAS, with the division of the Conrail assets, certain of the Rail Properties were acquired by New York Central Lines LLC, certain the of Rail Properties were acquired by Pennsylvania Lines LLC, and the balance of the Rail Properties continued under Conrail ownership; and

WHEREAS, CSX Corporation and NSC entered into an agreement dated August 22, 1998, relating to the contractual rights and ownership interest of Conrail with respect to IHB (the "IHB Agreement"), which was approved by the STB in Finance Docket No. 33388, and which gave CSXT and NSR full, joint, and equal use, including trackage rights, over the Rail Properties; and

WHEREAS, in 2004, pursuant to a Supplemental Transaction approved by the STB in Finance Docket No. 33388 (Sub-No. 94), the assets of New York Central Lines LLC and Pennsylvania Lines LLC were conveyed to CSXT and NSR respectively; and

WHEREAS, as a result of the aforementioned transactions, Conrail, CSXT, and NSR (hereinafter referred to individually as "Owner" or collectively as "Owners") each owns a portion of the Rail Properties. Specifically:

- CSXT is Owner of the "East – West Line" as further described in Attachment C ("CSXT Property");
- NSR is Owner of the "Indiana Harbor Line" as further described in Attachment E (NSR Property");
- Conrail is Owner of the remaining properties as further described in Attachment A ("Conrail Property"); and

WHEREAS, the 1906 and 1913 Agreements have ended by their terms, and the Owners desire to enter into a new Trackage Rights Agreement with IHB that recognizes their ownership and operating rights over the Rail Properties, confirms and retains the existing rights of the Parties, and updates compensation and other terms;

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

ARTICLE 1. GRANT OF TRACKAGE RIGHTS

A. Conrail hereby grants IHB, NSR, and CSXT the right to operate their trains (locomotives or cars) with their own crews over rail lines, rail yards, and adjoining parcels that are listed in Attachment A ("Conrail Property"). IHB, NSR, and CSXT shall have full, joint, and equal usage of the Conrail Property, along with Conrail and any other Company or Companies that Conrail shall at any time hereafter permit to use the Conrail Property or any portion thereof—including without limitation, the right to enter or exit the Conrail Property at any point and to access any sidetracks connecting to the Conrail Property. IHB, NSR, and CSXT shall use the Conrail Properties for freight rail transportation and related purposes only, except as otherwise approved in advance by Conrail.

B. CSXT hereby grants IHB, NSR and Conrail the right to operate their trains (locomotives or cars) with their own crews over rail lines, rail yards, and adjoining parcels that are listed in Attachment C ("CSXT Property"). IHB, NSR and Conrail shall have full, joint, and equal usage of the CSXT Property, along with CSXT and any other Company or Companies that CSXT shall at any time hereafter permit to use the CSXT Property or any portion thereof—including without limitation, the right to enter or exit the CSXT Property at any point and to access any sidetracks connecting to the CSXT Property. IHB, NSR and Conrail shall use the CSXT Property for freight rail transportation and related purposes only, except as otherwise approved in advance by CSXT.

C. NSR hereby grants IHB, CSXT and Conrail the right to operate their trains (locomotives or cars) with their own crews over rail lines, rail yards, and adjoining parcels that are listed in Attachment E ("NSR Property"). IHB, CSXT and Conrail shall have full, joint, and equal usage of the NSR Property, along with NSR and any other Company or Companies that NSR shall at any time hereafter permit to use the NSR Property or any portion thereof—including without limitation, the right to enter or exit the NSR Property at any point and to access any sidetracks connecting to the NSR Property. IHB, CSXT and Conrail shall use the NSR Property for freight rail transportation and related purposes only, except as otherwise approved in advance by NSR.

D. It is understood that some or all of the Rail Properties covered under this Agreement are the subject of trackage rights agreements or other operating agreements with other railroads, in addition to the Owners. This Agreement is not intended to interfere or otherwise impact those agreements, which are listed in Attachment H. IHB, so long as it is the Operating Party as defined in Article 2, below, may enter into new operating agreements with other railroads or renew existing agreements only with the approval of the Owner or Owners of the Rail Property or Properties involved, such approval not to be unreasonably conditioned, withheld, or delayed.

E. It is understood that some or all of the Rail Properties covered under this Agreement are the subject of third party licenses, which are listed in Attachment K. This Agreement is not intended to interfere or otherwise impact those licenses, except as provided in Articles 6.D. and 6.E. below.

F. It is understood that approximately 96+ acres located within Gibson Yard in Hammond, Indiana, is the subject of a separate lease dated April 26, 2012 between Conrail and IHB (the "Gibson Yard Lease"). So long as that lease is in effect, it will govern IHB's rights and responsibilities regarding that property. If and when that lease terminates, this Agreement will govern.

G. Conrail hereby consents to the use of Gibson Yard and Conrail Property providing access to Gibson Yard for the interchange of certain cars from eastern carriers to IHB, and from IHB to western carriers, pursuant to the Gibson Yard Supplemental Agreement set forth in Attachment I.

ARTICLE 2. SUPERVISION AND CONTROL

A. Except as provided in Article 2.B. below, each Owner shall have exclusive control of management and operation of the Owner's Rail Property. The Owner shall retain the exclusive right to grant to other persons rights of any nature in the Owner's Rail Property, provided that nothing herein is intended to interfere or otherwise impact any existing commercial or rail operating agreements that IHB may have on the Commencement Date of this Agreement with respect to the Rail Properties, except as provided in Articles 6.D. and 6.E.

B. It is mutually agreed that IHB will, as agent for and on behalf of each Owner, supervise, maintain, and dispatch the Owner's Rail Property. So long as IHB has supervisory, maintenance, and dispatching responsibility for an Owner's Rail Property, IHB shall be deemed to be the Operating Party and will keep full and accurate records of train movements and expenditures made in conjunction with its responsibility. Either an Owner or IHB (with the approval of the IHB Board) may on six months' written notice terminate IHB's supervisory, maintenance, and dispatching responsibility. In that event, the Owner shall be deemed the Operating Party of its Rail Property and shall be required to keep full and accurate records of train movements and expenditures made in conjunction with its responsibility.

C. Any Party to this Agreement that is not the Operating Party for a Rail Property shall be considered a Non-Operating Party for that Property.

ARTICLE 3. MANAGEMENT AND OPERATIONS

A. When operating over the Owners' trackage, Non-Operating Parties' locomotives and crews shall be equipped to communicate with the Operating Party on radio frequencies normally used by the Operating Party in directing train movements on the Owners' trackage.

B. Procedures for qualification and occupancy of the Owners' trackage shall be arranged by the local supervision of each carrier. All control and usage shall be subject to the approval of the Operating Party's representative or its designee.

C. All Parties shall comply with the provisions of the Federal Locomotive Inspection Act and the Federal Safety Appliance Act, as amended, and any other federal and state and local laws, regulations and rules respecting the operation, condition, inspection and safety of its trains (locomotives and cars) while such trains, locomotives, cars, and equipment are being operated over an Owner's trackage. A Party shall indemnify, protect, defend, and save harmless the Owner and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents and employees from and against all fines, penalties and liabilities imposed upon the Owner or its parent corporation, subsidiaries or affiliates, or their respective directors, officers, agents and employees under such laws, rules, and regulations by any public authority or court having jurisdiction in the premises,

when attributable solely to the failure of the Party to comply with its obligations in this regard.

D. Parties in their use of an Owner's trackage shall comply in all respects with the safety rules, operating rules and other regulations of the Operating Party, and the movement of all parties' trains (locomotives and cars) over an Owner's trackage shall at all times be subject to the orders of the transportation officers of the Operating Party. Parties' trains shall not include locomotives or cars which exceed the width, height, weight or other restrictions or capacities of the Owner's trackage as published in Railway Line Clearances, and no train shall contain locomotives or cars which require speed restrictions or other movement restrictions below the maximum authorized freight speeds as provided by the Operating Party's operating rules and regulations without the prior consent of the Operating Party.

E. Parties shall make such arrangements with the Operating Party as may be required to have all of their employees who shall operate their trains, locomotives and cars over the Owners' trackage qualified for opcration thereover, and each Party shall pay to the Operating Party, upon receipt of bills therefor, any cost incurred by the Operating Party in connection with the qualification of such employees of a party, as well as the cost of pilots furnished by the Operating Party, until such time as such employees are deemed by the appropriate examining officer of the Operating Party to be properly qualified for operation as herein contemplated.

F. The Operating Party may request an investigation, at its option, of any Non-Operating Party's employee working on Owners' trackage alleged to have violated the Operating Party's rules, regulations, orders, practices, or instructions, or if an incident occurs which requires an investigation under applicable agreement rules.

1. The Non-Operating Party will schedule the investigation and notify the Operating Party's designated local officer. The Non-Operating Party's scheduling of the investigation must comply with the time limits provided in the applicable working agreement on the Non-Operating Party's railroad. The Operating Party will provide its regulations, supplements, safety rules, or other applicable supporting documentation of the alleged violation to the Non-Operating Party at no cost.

2. If the Operating Party requests an investigation, the Operating Party shall have the right to exclude from Owners' trackage any employee of the Non-Operating Party, except officers, determined by the Operating Party as the result of Non-Operating Party's investigation or hearing described below, to be in violation of the Operating Party's rules, regulations, orders, practices, or instructions.

3. In the case of a major offense, including, but not limited to, violation of Rule G, dishonesty, insubordination, or a serious violation of operating rules or other offenses of comparable magnitude, wherein the Operating Party desires to bar the Non-Operating Party's employee from service on Owners' trackage pending an investigation by the Non-Operating Party, immediate verbal notification will be

given to the appropriate local Transportation officer of the Non-Operating Party so that proper written notice can be issued to the employee.

4. If the Operating Party requests an investigation, an officer of the Non-Operating Party will conduct the investigation, but an officer of the Operating Party may be present at the Non-Operating Party's request. After the investigation is concluded, the Non-Operating Party will assess discipline within the time limits of the applicable working agreement in accordance with the findings of the investigation and the recommendation of the Operating Party. If the Operating Party recommends dismissal, the Non-Operating Party reserves the right to change the recommendation to the extent of barring the individual from operating over Owners' trackage. The Non-Operating Party shall release, indemnify, defend, and save harmless the Operating Party and its officers, agents, and employees from and against any and all claims and expenses resulting from such exclusion. In any case, the Non-Operating Party shall not be required to assess discipline nor shall it be required to assess the discipline recommended by the Operating Party.

5. If the disciplinary action is appealed by the employee of the Non-Operating Party to the National Railroad Adjustment Board or other tribunal lawfully created to adjudicate such cases, and if the decision of such board or tribunal sustains the employee's position, such employee shall not be barred from service on Owners' trackage by reason of such occurrence (unless an arbitration concerning such matter is held pursuant to this Agreement and this arbitration upholds the Operating Party's continued exclusion of such employee).

6. It is understood that the Operating Party shall reimburse the Non-Operating Party for all payments that the Non-Operating Party might be required to make as a result of a successful challenge being made by the employee or his representative as to the discipline recommended by the Operating Party and assessed by the Non-Operating Party. The Non-Operating Party agrees to notify the Operating Party before committing itself to making payment of any claim. In the event a claim is progressed to an Adjustment Board, the Operating Party will be given an opportunity to review the Non-Operating Party'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 the Non-Operating Party may be required to pay covering vacation allowances, Railroad Retirement taxes, unemployment insurance taxes, and any other payroll tax or fringe benefits.

G. The trains, locomotives, cars and equipment of the Parties and other present or future user of the Owners' trackage, or any portion thereof, shall be operated without prejudice or partiality to any Party or other user and in such manner as shall afford the most economical and efficient manner of movement of all traffic.

H. In the event that a train of a Non-Operating Party shall be forced to stop on Owners'

trackage, and such stoppage is due to insufficient hours of service remaining among the Non-Operating Party's crew, or due to mechanical failure of the Non-Operating Party's equipment, or any other cause not resulting from an accident or derailment, and such train is unable to proceed, or if a train of the Non-Operating Party fails to maintain the speed required by the Operating Party on the Owners' trackage, or if in emergencies, crippled or otherwise defective cars are set out of the Non-Operating Party's trains on the Owners' trackage, the Operating Party shall have the option to furnish motive power or such other assistance (including but not limited to the right to recrew the Non-Operating Party's train) as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off the Owners' trackage, and the Non-Operating Party shall reimburse the Operating Party for the cost of rendering any such assistance. If it becomes necessary to make repairs to or adjust or transfer the lading of any crippled or defective cars in order to move them off the Owners' trackage, such work shall be done by the Operating Party, and the Non-Operating Party shall reimburse Operating Party for the cost thereof.

I. In the event the Operating Party and a Non-Operating Party agree that the Operating Party should retain employees or provide additional employees for the sole benefit of such Non-Operating Party, the Parties shall enter into a separate agreement under which the Non-Operating Party shall bear all cost and expense for any such retained or additional employees provided, including without limitation all cost and expense associated with labor protective payments which are made by the Operating Party and which would not have been incurred had the retained or additional employees not been provided.

ARTICLE 4. MILEAGE AND CAR HIRE

All mileage and car hire charges accruing on cars in each Party's trains on the Owners' trackage shall be assumed by that Party and reported and paid by it directly to the owner of such cars.

ARTICLE 5. CLEARING OF WRECKS

Whenever a Party's use of the Owners' trackage requires rerailing, wrecking service or wrecking train service, the Operating Party shall perform or provide such service, including the repair and restoration of roadbed, track and structures. The cost, liability and expense of the foregoing, including without limitation loss of, damage to, or destruction of any property whatsoever and injury to and death of any person or persons whomsoever or any damage to or destruction of the environment whatsoever, including without limitation land, air, water, wildlife, and vegetation, resulting therefrom, shall be apportioned in accordance with the provisions of Articles 11 and 12 below. All locomotives, cars, and equipment and salvage from the same so picked up and removed that are owned by or under the management and control of or used by a Party at the time of such wreck shall be promptly delivered to it.

ARTICLE 6. MAINTENANCE OF RAIL PROPERTIES

A. The Operating Party shall be responsible for all maintenance of the Rail Properties, including but not limited to track, bridges, signals, detectors and highway grade crossing equipment ("Rail Facilities"), as applicable, including compliance with all applicable Indiana or Illinois PUC Orders. The Operating Party shall maintain, repair and renew the Owners' trackage with its own supervision and labor. The Operating Party shall keep and maintain the Owners' trackage in reasonably good condition for the use herein contemplated, to the standards required by Attachment G, but the Operating Party does not guarantee that operations over an Owner's trackage shall not be interrupted. The Operating Party shall take all reasonable steps to ensure that any interruptions shall be kept to a minimum. Furthermore, except as may be otherwise provided in Article 11, no Party shall by reason of failure or neglect on the part of the Operating Party to maintain, repair or renew the Owners' trackage, have or make any claim or demand against the Operating Party or its parent corporation, subsidiaries or affiliates, or their respective directors, officers, agents or employees for any injury to or death of any person or persons whomsoever, or for any damage to or loss or destruction of any property whatsoever, or for any damages of any nature suffered by any party resulting from any such failure or neglect. The Operating Party shall perform, at the expense of any other Party, such additional maintenance as such other Party may reasonably require or request.

B. So long as IHB is the Operating Party, should IHB fail to maintain any Rail Facilities in compliance with the standards required by Attachment G, the Owner of the affected Rail Property shall have the right, but not the obligation, to make repairs necessary to bring the Rail Facilities into compliance and add such costs plus normal labor additives to the maintenance and operating costs to be shared pro rata among the Parties pursuant to Article 8.

C. The Rail Properties are comprised of rail lines, rail yards and ancillary rail operating property and certain non-operating adjoining parcels as delineated in Attachments A, C, and E. Although IHB does not occupy the non-operating parcels, so long as it is the Operating Party of the Conrail Property, the NSR Property, or the CSXT Property it will be deemed to be in possession of non-operating parcels of the Conrail Property, the NSR Property and the CSXT Property and be required to maintain said properties in compliance with all state and local code, safety, and upkeep requirements. The Owners may enter onto their respective Rail Properties or any portions thereof at any time for any reason.

D. Except as provided in Article 6.E., so long as IHB is the Operating Party, IHB may deal with prospective third party licensees of a Rail Property or portion thereof and enter into licenses with such third parties, and receive all rents and royalties from such licenses—provided that IHB must obtain the express written approval of the Owner of the Rail Property for any such license. Except as provided in Article 6.E., while it is not the general intention of the Owners to seek recovery of rents and fees collected by IHB for third party occupancies on the Rail Properties prior to the Commencement Date of this Agreement, the Owners reserve the right to review the details of such rents and fees and

reserve all rights with respect to the collection of same.

E. The Owners expressly reserve unto themselves and any of their affiliates, and their respective successors and assigns, the rights to own, occupy, possess, place, construct, remove, maintain, repair, improve, replace, use, operate, license, lease, sublease, access, grant easements for, receive utility service for or at, and receive income or royalties from:

1. any existing or future fiber optic cable facilities, whether underground, aboveground, or over the ground;

2. any existing or future advertising signboards;

3. any existing or future telecommunications towers or related equipment;

4. any minerals or mineral rights, whether gaseous, liquid, or solid, including but not limited to oil, natural gas, and coal; and

5. any future utility properties, including but not limited to water, sewer, electrical, gas, or telecommunication properties, which shall occupy more than 1000 feet of a Rail Property as measured in any direction, and bearing an annual license fee or rental in excess of $20,000.

In addition, an Owner may sell or grant leasehold or fee interests in any real property that is part of its Rail Property, and the Owner shall receive any corresponding lease or sale proceeds. The Owner's exercise of any of its rights set forth in this Article 6.E. shall not unreasonably interfere with IHB's or any other Party's operations, and the Owner, its licensees and invitees shall be required to provide notice to IHB, so long as it is the Operating Party, before entering the Owner's Property for the purpose of exercising such rights. So long as IHB is the Operating Party, the Owner will reimburse IHB for direct, documented expenses that IHB incurs in conjunction with the facilitation of such Owners' rights.

F. So long as IHB is the Operating Party, IHB will pay all bills for water, sewer, gas, and electric service to the Rail Properties and will indemnify the Owner or Owners against any liability for payment of such utility bills.

G. So long as IHB is the Operating Party, IHB will pay when due, and prior to the imposition of any penalty, all licenses, taxes, levies, or assessments of whatever kind or nature which may become a lien against a Rail Property or Properties, except for those Properties identified on Attachment L , as properties for which IHB will have no custodial responsibility, and will indemnify the Owner or Owners against any liability for payment of such licenses, taxes, levies, and assessments; provided, however, that nothing in this paragraph will be construed to diminish any right of IHB to contest any such license, tax, levy, or assessment in appropriate judicial or administrative proceedings, subject, however, to the terms of this Agreement. Upon request, IHB will present to the Owner or Owners for inspection the official receipts (or photocopies thereof) showing the

payment of any of such licenses, taxes, levies, and assessments. Administration costs borne by IHB for the payment of licenses, taxes, levies or assessments shall be paid by IHB.

H. So long as IHB is the Operating Party, IHB will pay, satisfy, and discharge all claims or liens for material and labor or either of them used, contracted for, or employed by IHB during the term of this Agreement in the construction, repair, maintenance, or removal of the Properties and any improvements located thereon, whether said improvements are the property of an Owner or of IHB. IHB will indemnify and save harmless the Owner or Owners from all such claims, liens, or demands whatsoever.

I. IHB acknowledges that it is familiar with the operating portions of the Properties. There are a number of parcels included under this Agreement that are non-operating properties. Attachment L contains a list of the non-operating properties for which the IHB will have no custodial responsibility and no responsibility for maintaining. By "maintaining", it is agreed, as between the parties, that IHB will maintain non-operating properties for which it has custodial responsibility to the extent necessary to comply with any local or state codes or to comply with any enforcement actions that may be taken with respect to the condition of the properties and to remove any artificial hazards, abandoned personal property and natural hazards that pose a reasonable risk of liability.

ARTICLE 7. COMPENSATION

A. **Base Compensation.** IHB shall pay the Base Compensation set forth in Attachment B for use of the Conrail Property listed in Attachment A, the Base Compensation set forth in Attachment D for use of the CSXT Property listed in Attachment C, and the Base Compensation set forth in Attachment F for use of the NSR Property listed in Attachment E. IHB shall pay Base Compensation without prior demand, setoff, or counterclaim. No payment shall operate as an accord and satisfaction, notwithstanding any statement or endorsement accompanying such payment.

B. **Reopener.** In the event that there is a substantial sustained decline or substantial sustained improvement in IHB's financial condition, then IHB, in the event of such a decline, or one or more of the Owners, in the event of such an improvement, may propose a change in the Base Compensation, to be noticed and resolved as follows:

1. The Party or Parties seeking the change must give the other Parties to the Agreement written notice in accordance with Article 23 at least one hundred and eighty (180) days prior to the end of a lease year (the "Notice"). The Notice does not have to specify the specific change in Base Compensation that the noticing Party or Parties seek, but shall generally state the reason(s) for the proposed change—e.g., substantial sustained decline or increase in IHB revenue, substantial sustained increase or decrease in capital budget requirements, etc.

2. The Parties affected by the proposed change would promptly commence negotiations and seek to reach agreement on a change to the Base Compensation within sixty (60) days of the Notice.

3. If agreement on a change to the Base Compensation is not reached within said sixty day period, then said Parties will mutually agree upon a mediator with experience in rail industry operations and finances to mediate a resolution. The mediation shall take place within thirty (30) days of the end of the negotiating period.

4. If said Parties cannot reach agreement through mediation, then the matter will be settled by binding arbitration under Article 21. If the arbitrator finds that a change in Base Compensation is justified, then such change will be implemented in the monthly rent invoice following the arbitrator's decision.

C. **Late Payments.** If (i) an Owner has delivered an invoice to IHB for Base Compensation no earlier than sixty (60) days prior to the due date of the same and IHB does not pay Base Compensation by the applicable due date, or (ii) in the event that (a) no invoice is delivered from the Owner to IHB prior to the due date, (b) IHB has not paid Base Compensation by the applicable due date, (c) the Owner thereafter delivers written notice to IHB that Base Compensation is past due, and (d) IHB does not pay the same within ten (10) days of its receipt of such notice, then IHB shall pay a service charge at the rate of 1.5% per month (or at the legal maximum in the jurisdiction in which the Rail Property is located, whichever is less) on the amount of any such Base Compensation due and unpaid; provided, however, that such service charge shall, in no event, be less than $25.00 for any month or portion thereof.

D. **Service Provider.** IHB currently uses NSC as its accounts payable service provider. Accordingly, IHB does not issue checks but relies on NSC to make payment upon authorization by IHB. In meeting the payment deadline for Base Compensation as provided for herein, IHB will be in compliance if it authorizes payment within fifteen days of receipt of an invoice from an Owner or its billing agent and further directs NSC or any subsequent accounts payable service provider to pay the Base Compensation by the first of the month. If IHB elects not to use an accounts payable service provider in the future, then Article 7.B. will apply by its terms.

E. **Holdover.** Should IHB hold over in use of one or more of the Rail Properties or any portion thereof, after the expiration of the Agreement Term, or sooner termination as provided by this Agreement, without the execution of a new agreement or renewal agreement, IHB, at the option of the Owner, shall be deemed to be occupying the entire Rail Property from month to month, subject to such occupancy being terminated by either the Owner or IHB upon thirty (30) days' notice to the other party, at a monthly rental equal to 150% of Base Compensation due for the month immediately preceding the termination of this Agreement, and otherwise subject to all the other terms, covenants, obligations and conditions of this Agreement insofar as the same may be applicable to a month to month tenancy. The acceptance of compensation by the Owner shall not be evidence that the Owner has exercised its option to treat IHB as a holdover tenant pursuant to the option set forth above.

ARTICLE 8. MAINTENANCE AND OPERATING EXPENSES, CONNECTIONS, AND CAPITAL COSTS

A. **Maintenance and Operating Expenses.** Expenses to maintain and operate the Rail Properties shall be borne by the Parties to this Agreement in the following manner:

1. Each of NSR, CSXT, Conrail, and IHB shall bear a pro rata share of the expenses of maintaining and operating each of the tracks, facilities, improvements, and appurtenances included in the Rail Properties, including in each instance the wages of employees engaged in work relating thereto, as well as all applicable published additives, which proportion shall be calculated monthly based on each Party's use of Rail Properties in the Operating Zones detailed in Attachment J to this Agreement.

2. The pro rata proportion for each Party shall be calculated by dividing the total number of cars, locomotives, and cabooses operated by each of NSR, CSXT, Conrail, and IHB respectively in a given Operating Zone during a given calendar month by the total number of cars, locomotives, and cabooses operated by all parties in the Operating Zone during the calendar month during which work is performed. For the purpose of determining the pro rata share of the Parties hereto, the trains and cars of such other companies as any of the Owners or IHB shall from time to time permit to use the Rail Properties shall for the purposes of computation be considered the trains and cars of the Party permitting such use. Total movement counts for use in calculating each Party's pro rata share shall be derived as follows:

   a. A single non-articulated car (loaded or empty), locomotive, or caboose operated continuously in a single direction in overhead service over any portion of an Operating Zone shall be considered one movement. Articulated equipment shall be counted by dividing the total number of axles by four (4) (i.e., a 12-axle intermodal flat car shall be counted as three (3) movements).

   b. A single non-articulated car (loaded or empty), locomotive, or caboose operated in local service over any portion of an Operating Zone shall be counted as one movement to and one movement from a customer loading/unloading facility for calculation of each Party's pro rata share. Articulated equipment operating in local service shall be counted as described in Article 8.A.2.a. above.

B. **Existing and New Connections Between the Parties**

1. Existing connections or facilities that are jointly used by the Parties 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 any agreements specific to those connections or facilities. If no specific agreement governs the sharing of maintenance and operating costs for a particular connection or jointly used facility, then the provisions of Article 8.A. shall govern

the sharing of maintenance and operating costs for that connection or facility.

2. Any additional connections to an Owner's trackage which may be required shall be subject to the Owner's approval (including design), which shall not to be unreasonably conditioned, withheld, or delayed. Such additional connections shall be funded, maintained, and otherwise governed by the terms provided in Article 8.C. for capital projects.

C. Capital Costs.

1. So long as IHB remains the Operating Party for a Rail Property, any proposed capital improvement to such Rail Property or any program maintenance that is capitalizable shall be separately identified in a capital plan prepared annually by IHB and submitted to the IHB Board for approval. Such plan shall identify the Operating Zone in which the proposed capital project is located. On or before September 1 each year, IHB shall provide a draft of the plan to the joint facilities departments of NSR, CXST, and Conrail for their review. IHB shall consult with all of those departments regarding the final plan before it is presented to the IHB Board for its approval.

2. Insofar as any capital improvement project covered by the capital plan is integral to the operation of the Rail Property (a "Nonseverable Improvement"), the funding for that project shall be allocated to the Parties on a pro rata basis, using the average of the proportions calculated pursuant to Article 8.A.3. above for the calendar year immediately preceding the funding. Insofar as any approved capital improvement project is not integral to the operation of the Rail Property (a "Severable Improvement"), the cost of the improvement shall be funded entirely by the Party requesting the improvement ("Funding Party") and used exclusively by the Funding Party. The cost of maintaining and operating the improvement shall also be borne exclusively by the Funding Party. If another Party subsequently gives written notice that it desires to use a Severable Improvement, it shall pay the Funding Party for the right to use that Severable Improvement one-half of the initial cost of the Severable Improvement, escalated to current dollars using the All-Inclusive Index Less Fuel ("All-LF") published by the Association of American Railroads (or, if the AAR ceases to publish the All-LF, a reasonably equivalent measure of changes in the price level of non-fuel inputs to rail operations). If that Party and the Funding Party cannot agree on that amount, it shall be determined by arbitration pursuant to Article 21. At the time the Party pays the amount agreed or determined, the Severable Improvement shall become a Nonseverable Improvement as between the Funding Party and the other Party, and maintenance and operating costs shall be allocated between them as provided in Article 8.A. above, with the costs for the Improvement at issue included in the allocable costs for the Operating Zone of which the improvement is a part. (If a third Party desires to use the Improvement, it shall pay the other two Parties for that right one-third of the initial cost of the Improvement, escalated to current dollars. A fourth Party desiring to use the improvement shall pay the other three

Parties one-quarter of the initial cost, escalated to current dollars.)

3. Should an Owner become the Operating Party for its Rail Property, it shall notify the joint facilities departments of the other Parties of any capital improvement or capitalizable program maintenance project it plans for the Rail Property. If a planned capital improvement is a Nonseverable Improvement, the funding for the improvement shall be allocated to the Parties as provided in Article 8.C.2. above and the maintenance and operating costs shall be allocated as provided in Article 8.A. above. If the improvement is a Severable Improvement, then the funding for the improvement and the maintenance and operating costs shall be borne entirely by the Funding Party as provided in Article 8.C.2. If another Party or Parties wish to use such a Severable Improvement, the cost-sharing procedures set forth in Article 8.C.2. shall apply.

4. In the event of expiration or earlier termination of this Agreement with respect to a Rail Property, as provided in Article 15, ownership of all capital improvements shall reside with the Owner of the Property.

ARTICLE 9. ACCOUNTING PLAN AND AUDITS

A. The Operating Party shall keep proper books of record and account, in which full and correct entries shall be made of all transactions, costs, expenses, and revenues in accordance with GAAP and the Uniform System of Accounts. All expenses and revenue transactions related to the Rail Properties shall be readily identifiable by distinct accounting code. The Parties shall develop and implement an Accounting Plan containing a detailed description, by category of cost and location, of the costs associated with the Operating Party's management and operation of the Rail Properties that are to be treated as joint costs and allocated in accordance with the pro rata proportions set forth in Article 8.A. above.

B. So long as IHB remains the Operating Party, to insure compliance with the terms and conditions of this Agreement, each Owner has the right to require an annual audit of IHB's books and records pertaining to the Owner's Property. In addition, each Owner may at its option require an audit with respect to environmental or hazardous materials matters. The Owner, at its own cost, may conduct the audit using its own employees or an independent auditing or accounting firm; provided that all information reviewed in the course of the audit shall be treated as confidential. IHB shall cooperate with any such audit. If IHB disagrees with the results of the audit and requests another audit, IHB and the Owner will select an independent auditor (or if they cannot agree, such auditor shall be selected by an arbitrator appointed by the American Arbitration Association), with the cost of the independent auditor split evenly between the parties. IHB will retain records necessary to conduct such an audit for a period of three (3) full calendar years prior to the year in which an audit is performed. Example: an audit is conducted in 2017; IHB will have records for 2014 through 2016.

C. At any time, an Owner may, at its own cost, demand a special audit if it has a reasonable belief that IHB is not in compliance with this Agreement. If IHB objects to the audit, the decision as to whether to allow an audit shall be made by an arbiter selected pursuant to the Commercial Arbitration Rules of the American Arbitration Association solely to determine whether an audit shall proceed.

ARTICLE 10. PAYMENT OF BILLS

A. All payments called for under this Agreement shall be made by the Parties within thirty (30) days after receipt of bills therefor. No payments shall be withheld because of any dispute as to the correctness of items in the bills rendered, and any discrepancies reconciled between the Parties shall be adjusted in the accounts of a subsequent month. The records of each Party, insofar as they pertain to matters covered by this Agreement, shall be open at all reasonable times to inspection by the other Party or Parties for a period of two (2) years from the date of billing.

B. Bills rendered pursuant to the provisions of this Agreement, other than Base Compensation paid by IHB, shall include direct labor, material costs and purchased services, together with the surcharges, overhead percentages and equipment rentals as specified by an Owner or the Operating Party at the time any work is performed by the Owner or the Operating Party.

ARTICLE 11. LIABILITY

The responsibility and liability among the Parties for: (i) any personal injury or death of any person (including employees of the Parties and third persons), (ii) any real or personal property damage of any person (including property of the Parties and third persons), (iii) any damage or destruction to the environment (including land, air, water, wildlife and vegetation), and (iv) all cleanup and remedial expenses, court costs, settlements, claims, judgments, litigation expenses and attorney's fees resulting from the use of the Owners' trackage by any party as described herein, all of which are collectively referred to as a "Loss", shall be divided as follows:

A. If a Loss occurs involving the trains, locomotives, engines and/or employees of only one of the Parties, then the involved Party shall be solely responsible for the Loss, even if caused partially or completely by another Party to this Agreement.

B. If a Loss occurs on the Owners' trackage involving the trains and locomotives of more than one Party to this Agreement, then: (i) each is solely responsible for any Loss to its own employees, locomotives and equipment in its own account including lading and (ii) the Parties are equally responsible for any Loss to the Owners' trackage and Loss sustained by third parties, regardless of the proportionate responsibility between them as to the cause of the Loss.

C. For purposes of assigning responsibility of a Loss under this Article as among the Parties hereto, a Loss involving one of the Parties to this Agreement and a third party or parties shall be construed as being the sole responsibility of that one Party to this Agreement.

D. 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 Parties to this Agreement and their parent corporations, subsidiaries and affiliates, and all of their respective 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.

E. In every case of death or injury suffered by an employee of a Party, when compensation to such employee or employee's dependents is required to be paid under any workmen's compensation, occupational disease, employers' liability or other law, and said Party, 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.

F. For purposes of determining liability, pilots furnished by the Operating Party to a Non-Operating Party pursuant to this Agreement shall be considered as the employees of the Non-Operating Party while such employees are on duty as pilots.

G. For the purpose of determining liability associated with construction, maintenance, repair and renewal of Severable Improvements as provided in Article 8.C., all work performed by the Operating Party shall be deemed performed for the sole benefit of the Funding Non-Operating Party and such Non-Operating Party shall be fully liable for all cost and expense of any and all loss, damage, destruction, injury and death resulting from, arising out of, incidental to or occurring in connection with said construction, maintenance repair and renewal, except when such cost and expense of loss, damage, destruction, injury or death is caused by the sole negligence of the Operating Party. The Non-Operating Party shall protect, indemnify, and save harmless the Operating Party and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents and employees from and against any and all expense and liability for which the Non-Operating Party is responsible.

H. If any suit or action shall be brought against any Party for damages which under the provisions of this Agreement are in whole or in part the responsibility of another Party, said other Party shall be notified in writing by the Party sued, and the Party so notified shall have the right and be obligated to take part in the defense of such suit and shall pay a proportionate part of the judgment and costs, expense and attorneys' fees incurred in such suit according to its liability assumed hereunder.

I. In the event of a Loss as set out herein, the Parties to this Agreement shall be bound by the Freight Claim Rules, Principles, and Practices of the Association of American Railroads (AAR) as to the handling of any claims for the loss or damage to lading.

J. Notwithstanding any and all of the forgoing provisions of this Article 11, in the event a Loss occurs that is attributable solely to the willful or wanton negligence of only one of the Parties to this Agreement, then the Party hereto which was so willfully or wantonly negligent shall be solely responsible for such Loss.

K. So long as IHB is the Operating Party, IHB shall be responsible to the Owner for any Loss arising from the condition and use of any track built on the Owner's Property, including maintaining appropriate clearances as may be required under FRA standards or state law. If an Owner is subjected to any Claims under the Federal Employers' Liability Act ("FELA") based on the allegation that the Owner failed with respect to the Owner's Property to provide a safe place to work or failed to correct or guard against an unsafe condition, the standards of negligence and causality established by FELA shall be applied in determining whether such Claims arose from the individual, joint or concurring negligence of IHB and its directors, officers, employees, agents, subsidiaries and contractors .

L So long as IHB is the Operating Party, IHB shall be responsible for any Loss arising from the presence on an Owner's Rail Property, as described on Attachments A, C, and E, of any trespassers or IHB's licensees or invitees.

ARTICLE 12. ENVIRONMENTAL

A. **Definitions**. The term "Environmental Claims" shall mean any investigation, cleanup, response, removal or remediation required by law including any Remediation ordered or required by a governmental entity related to the presence of any Hazardous Substances on the Owners' Rail Properties or migrating therefrom affecting the air, soil, surface waters, ground waters, streams, sediments and similar environmental conditions caused by, resulting from, arising out of, or occurring in connection with this Agreement. The term "Hazardous Substances" shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous waste or substances, toxic waste or substances or other waste materials, substances or pollutants which (i) pose a hazard to the Rail Properties or to persons on or about the Rail Properties or (ii) cause the Rail Properties to be in violation of any applicable law, ordinance or governmental regulation; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or equipment which contain dielectric fluid containing levels of polychlorinated biphenyls or radon gas; (c) any chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "extremely hazardous waste", "restrictive hazardous waste" or "toxic substances" or word of similar import by any agency or court or under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto and including but not limited to the Comprehensive Environmental Response Compensation and Liability Act , 42 U.S.C. §§ 9601, et seq., as amended; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., as amended; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101, et seq. and the Federal Water Pollution Control Act, 32 U.S.C. §§ 1251, et seq.; (d) any other material or substance exposure to which is prohibited, limited or regulated by governmental authority or which may or could pose a

hazard to the health and safety of the occupants of the Rail Properties or the owners or occupants of property adjacent to or surrounding the Rail Properties or any person coming upon the Rail Properties; and (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "Release" shall have the meaning set forth in 42 U.S.C. Section 9601. The term "Remediation" shall mean any cleanup, response, removal mitigation, abatement, elimination or control of any Hazardous Substances as required by a governmental entity or law or the terms of this Agreement.

B. **Apportionment of Responsibility.** Notwithstanding the provisions of Article 11, responsibility for Environmental Claims as among the Parties shall be borne as follows:

1. IHB shall be solely responsible for Environmental Claims arising from: environmental conditions existing on the Rail Properties prior to the Commencement Date of this Agreement—except (a) with respect to environmental conditions created between April 1, 1976 and June 1, 1999, as between Conrail and IHB, IHB will bc responsible for any environmental conditions unless it can prove that the environmental condition was caused by Conrail, and (b) with respect to environmental conditions created between June 1, 1999, and the Commencement Date of this Agreement, as between CSXT or NSR and IHB, IHB will be responsible for any environmental conditions unless it can prove that the environmental condition was caused by CSXT or NSR. Each Owner shall be responsible for any Environmental Claims arising from any future environmental conditions which it causes on the Rail Property it owns, except that the leaching or migrating of an environmental condition existing as of the Commencement Date of this Agreement shall not be deemed a "future environmental condition" under this Agreement for which an Owner can be held responsible. So long as IHB is the Operating Party, IHB shall have the burden of proof that any future Environmental Claims were the result of actions taken by an Owner, its employees, agents or contractors. Absent such proof, IHB shall be solely responsible for future environmental claims.

2. During such time as the IHB is the Operating Party, IHB shall be responsible for Environmental Claims arising from: (a) the use of or presence upon the Rail Properties by IHB and/or its predecessors' employees, agents, contractors, subsidiaries, or any unauthorized third party; (b) the use of or presence upon property adjoining the Properties by IHB and/or its predecessor's employees, agents, contractors, or subsidiaries, or (c) IHB's failure, or that of its directors, officers, employees, agents, licensees, contractors, or subsidiaries, to comply with IHB's obligations under this Agreement when such failure is a contributing cause to such Environmental Claims.

3. Indemnification. The Party which is responsible shall release the other Parties from all responsibility for Environmental Claims and shall defend, indemnify, protect and save harmless the other Parties from and against all such Environmental Claims. No Party shall be liable to another Party for consequential

damages.

C. **Environmental Remediation.** So long as IHB is the Operating Party, IHB shall immediately notify the Owner of any Release or threat of Release of any Hazardous Substances on or under the Owner's Rail Property, or any notice by any governmental entity received by IHB with respect to a Release or threat of Release of any Hazardous Substances. IHB shall permit the Owner and its contractors full, unrestricted and unconditional access to the Rail Property for the purpose of monitoring any Remediation conducted by IHB, completing or engaging in a Remediation for which the Owner has any responsibility, or at the Owner's option, completing any Remediation for which IHB is responsible pursuant to this Article 12 should IHB fail to diligently pursue and complete such Remediation to the reasonable satisfaction of the Owner—provided that the Owner shall use commercially reasonable efforts not to interfere with IHB's use of the Owner's Rail Property. The Owner's completion of any of IHB's obligations hereunder shall not be deemed a waiver of IHB's obligations under this Agreement. IHB shall immediately provide the Owner with all analytical data, quality assurance data, quality control data, field notes, reports, correspondence (including without limitation, any correspondence with any governmental entities), and any other related documents concerning any Remediation conducted by IHB, including any final reports. The Owner shall have the right to review and approve any site investigation or any Remediation conducted by IHB prior to its implementation. The Owner shall have the right to be present at any meetings with any governmental entity or representative thereof regarding any Remediation conducted by IHB. IHB shall perform any Remediation and environmental work required of it under this Agreement with due diligence and in a good and workmanlike manner and the Owner shall have the right to accept all such work. To the extent that the Owner and IHB utilize the same environmental service provider, the Owner and IHB will cooperate with the use of same to avoid duplication of costs. If for any reason, the Owner, in its reasonable judgment, uses a different service provider than the one used by IHB, IHB shall reimburse the Owner for all reasonable costs and expenses it incurs in reviewing and monitoring any Remediation which is IHB's responsibility under the Agreement.

D. **Base Compensation Abatement.** In the event any Remediation is required, IHB shall not be entitled to any damages, actual or consequential, by reason of the Remediation's interference with IHB's use of a Rail Property or damage to IHB's property. If any Remediation results in a portion of a Rail Property being rendered unusable by IHB for a period in excess of five (5) consecutive days, the Base Compensation shall be reduced pro rata to reflect the area of the Rail Property rendered unusable; however, there shall be no abatement in the Base Compensation for any interference with IHB's use of a Property due to a Remediation for which IHB is either partially or wholly responsible pursuant to this Article 12.

E. **Disclosure.** IHB shall not disclose or publish, without the prior consent of the Owner or Owners of an affected Rail Property or Properties, any reports concerning data or other information relating to or arising out of any environmental studies of the Rail Property or Properties performed by IHB. Nothing contained in this Agreement shall be construed as

prohibiting or limiting IHB's disclosure to its environmental oversight provider upon notice to and approval by the Owner, such approval not to be unreasonably withheld or delayed, or IHB's disclosure to employees, officers, directors, accountants, attorneys and engineers of IHB who have a need to know about its terms, governmental officials and agencies where required to be disclosed, and pursuant to judicial proceedings and as required by law.

F. **Prohibited Use.** IHB shall not create or permit to be created or to exist upon an Owner's Rail Property any nuisance, use, storage (except for a reasonable period of time as incident to an industrial switching movement for a customer on the Property) or disposal of Hazardous Substances.

ARTICLE 13. INSURANCE

A. IHB shall procure and maintain in effect during the life of this Agreement a policy or policies of insurance covering the liability to which it is or may be subject under the Agreement. Such insurance shall provide minimum limits of One Hundred Million Dollars ($100,000,000) per occurrence but may be subject to an annual aggregate limit of One Hundred Million Dollars ($100,000,000) and a per occurrence deductible not in excess of Eight Hundred Thousand Dollars ($800,000). Said policy or policies shall name the Owners as additional insureds and include a waiver of subrogation in favor of the Owners.

B. If the insurance provided under this Article 13 takes the form of a Claims Made Policy, IHB agrees to purchase whatever supplemental coverage may be necessary to provide continuous supplemental coverage of its potential liability under this Agreement, with annual occurrence and annual aggregate limits no less than those required hereunder, for a period of time at least three (3) years following the termination of this Agreement.

C. IHB shall furnish the Owners certificates evidencing the insurance policies required by this Article 13. IHB's failure to so obtain or maintain the policies shall be deemed an event of default under Article 15 of this Agreement.

D. All insurance obtained pursuant to this Agreement shall require that IHB's insurance carrier(s) shall endeavor to provide thirty (30) days prior written notice to the Owners of policy cancellation. All insurance obtained pursuant to this Article 13 shall be effected under standard form policies issued by insurers of financial responsibility which are rated "A" or better by either "Bests Insurance Reports," "Standard & Poor's Insurance Rating Service" or "Moody's Investors Service."

E. Notices and other correspondence with the Owners concerning IHB's obligations under this Article 13 shall be sent to the following:

Chief Risk Officer
Consolidated Rail Corporation
1000 Howard Blvd.

Mt. Laurel, NJ 08540
Phone: (856) 231-5007
Fax: (856-231-2347)

Malcolm G. Roop
Norfolk Southern Corporation
Director Real Estate
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309
Phone: (404) 962-5802
Fax: (404) 897-3037

Juliana Keaton
Director Insurance & Business Risk Management
CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202
Phone: (904) 366-5485
Fax: (904) 245-4490

ARTICLE 14. CLAIMS

A. Except as provided in Article 14.B. below, all claims, injuries, death, 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 shall investigate, adjust and defend all freight loss and damage claims filed with it in accordance with 49 U.S.C. Section 11706.

C. In the event a claim or suit is asserted against a Party which is another Party'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 agents, full-time attorneys and other full-time employees of a 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, no Party shall settle or compromise any claim, demand, suit or cause of action for which another Party has any liability under this Agreement without the concurrence of such other Party if the consideration for such settlement or compromise exceeds Thirty-

Five Thousand Dollars ($35,000).

F. Each Party agrees to indemnify and hold harmless the other Parties and their parent corporations, subsidiaries and affiliates, and all their respective directors, officers, agents and employees from and against any and all costs and payments, including benefits, allowances and arbitration, administrative and litigation expenses, arising out of claims or grievances made by or on behalf of its own employees, either pursuant to a collective bargaining agreement or employee protective conditions imposed by a governmental agency upon the agency's approval or exemption of this Agreement. It is the intention of the Parties that each Party shall bear the full costs of protection of its own employees under employee protective conditions which may be imposed, and of grievances filed by its own employee arising under its collective bargaining agreements with its employees.

G. It is understood that nothing in this Article 14 shall modify or waive the conditions, obligations, assumptions or apportionments provided in Article 11.

ARTICLE 15. DEFAULT

A. In the event of any substantial failure on the part of IHB or another Party to perform its obligations under this Agreement and its continuance in such default for a period of sixty (60) days after written notice thereof by certified mail from the Owner of a Property, the 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 the Owner of any prior breach thereof, to terminate IHB's or other Party's use of the Owner's trackage, subject to any regulatory approval or exemption that may be required under governing law. The exercise of such right by the Owner shall not impair its rights under this Agreement or any cause or causes of action it may have against IHB or other Party for the recovery of damages.

B. IHB shall also be deemed to be in default under this Agreement if (1) IHB shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or make an assignment for the benefit of its creditors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, custodian or liquidator of IHB or of all or any substantial portion of its assets; or (2) if within sixty (60) days after the filing of an involuntary petition in bankruptcy against IHB or the commencement of any proceeding against IHB seeking any reorganization, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, such proceeding shall not have been dismissed; or if, within sixty (60) days after the appointment (without the consent or acquiescence of IHB) of any trustee, receiver, custodian or liquidator of IHB, or of all or any substantial part of the properties of IHB or of all or any part of the Rail Properties, such appointment shall not have been vacated or stayed on appeal or otherwise discharged; or if, within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated; or if within sixty (60) days after the taking of possession (without the

consent or acquiescence of IHB) of the property of IHB by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of IHB, such taking shall not have been vacated or stayed on appeal or otherwise discharged.

C. If IHB defaults, one or more of the Owners may, in addition to any other remedies the Owners may have hereunder or at law or in equity, by notice to IHB, designate a date, not less than thirty (30) days after the giving of such notice, on which this Agreement shall terminate with respect to the Owner's Rail Property or the Owners' Rail Properties; and thereupon, on such date the Agreement shall expire and terminate with the same force and effect as if the date specified in such notice was the Expiration Date and all rights of IHB hereunder shall terminate with respect to the designated Rail Properties, but IHB shall remain liable as provided in this Agreement.

D. If this Agreement is terminated in whole or in part for IHB's default, IHB shall peaceably quit and surrender the designated Rail Property or Properties, subject to any required regulatory approval, and neither IHB nor any person claiming through or under IHB by virtue of any law or an order of any court shall be entitled to possession or to remain in possession of the Rail Property or Properties but shall forthwith quit and surrender the Rail Property or Properties. The Owner or Owners at their option shall, notwithstanding any other provision of this Agreement, be entitled to recover from IHB as and for damages either:

1. an amount equal to the Present Value (as defined below) of all Base Compensation reserved hereunder for the unexpired portion of the Agreement Term (exclusive of future automatic renewals of the Agreement Term), less an amount equal to the Present Value of the reasonable rental value of the Rail Property or Properties or portion thereof for the balance of the Agreement Term (exclusive of future automatic renewals of the Agreement Term); after deducting from said rental value all reasonable costs and expenses related to any legal action brought to either terminate the Agreement or evict IHB, or

2. amounts equal to the Base Compensation which would have been payable by IHB had this Agreement not been terminated in whole or in part, payable on the date that such payments would have otherwise been payable following such termination and until the Expiration Date (exclusive of future automatic renewals of the Agreement Term). Suit or suits for the recovery of such damages, or any installments of such damages, may be brought by the Owner or Owners from time to time at their election, and nothing contained herein shall be deemed to require the Owner or Owners to postpone suit until the date when the Agreement Term would have expired if it had not been so terminated under the provisions of Article 15, in whole or in part, or under any provision of law.

E. Nothing herein contained shall be construed to limit or preclude recovery by an Owner or Owners against IHB of any sums or damages to which, in addition to the damages particularly provided above, the Owner or Owners may lawfully be entitled by reason of any default hereunder on the part of IHB. IHB shall be responsible for all consequential

damages to an Owner or Owners as a result of IHB's failure to surrender a Property or Properties in accordance with this Agreement. Nothing set forth herein shall limit or prejudice the right of an Owner or Owners, in any bankruptcy or reorganization or insolvency proceeding, to prove for and obtain as damages by reason of such termination an amount equal to the maximum allowed by any bankruptcy or reorganization or insolvency proceedings, or to obtain as damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law whether such amount shall be greater, equal to, or less than any of the sums referred to in Article 15.D.

F. The Owners may retain, as a credit against the damages herein provided for, any Base Compensation or monies received by them from IHB or others on behalf of IHB, and shall notify IHB promptly of the same.

G. In the event of the expiration or earlier termination of this Agreement, IHB, if still the Operating Party, shall surrender the Property or Properties to the Owner or Owners in as good or better condition as of the Commencement Date of this Agreement, normal wear and tear excepted, both in terms of operating condition of the railroad and the environmental condition of the Rail Property or Properties. This requirement shall be deemed to have been fulfilled as to the operating condition of the railroad if the surrendered Rail Properties are in compliance with the maintenance standards set forth in Attachment G. IHB shall not remove any rail facilities, structures or any other fixtures to a Rail Property unless directed to do so by the Owner of the Rail Property. Should IHB desire to remove any personalty, it shall prepare an inventory of same for prior review and approval by the Owner of the Rail Property. IHB and the Owner of the Rail Property will use best efforts to resolve any differences regarding whether a particular item is a fixture to the Rail Property or personalty. If such differences of opinion cannot be resolved amicably, the Parties will use the arbitration provisions set forth in Article 21. If IHB does not remove its personalty and any improvements within one hundred twenty (120) days of the expiration or earlier termination of this Agreement, subject to any regulatory approval requirements, the Owners shall have the right without liability to IHB, as agents for IHB, to take possession of such personalty and improvements and, at the Owners' option, use or sell (in a commercially reasonable manner) the same at any private or public sale and apply the proceeds to any amount due the Owners. IHB waives any right to notice of execution or levy in connection therewith.

H. If IHB shall default in the keeping, observance or performance of any covenant, agreement, term, provision or condition herein contained beyond any applicable cure period, an Owner or Owners, without thereby waiving such default, may perform the same for the account and at the expense of IHB (a) immediately or at any time thereafter and without notice in the case of emergency or if such default will result in a violation of any law, rule or regulation of any governmental authority or any insurance policy maintained by the Owner or Owners, or (b) in any other case if such default continues for a period of fifteen (15) days after the Owner's or Owners' written notice to IHB of their intention to perform the same. All reasonable costs and expenses incurred by the Owner or Owners in connection with any such performance by it for the account of IHB and also all costs and expenses, including, without limitation attorneys' fees incurred by the Owner or Owners in any action or proceeding (including any summary dispossession

proceeding) brought by the Owner or Owners to enforce any obligation of IHB under this Agreement and/or right of the Owner or Owners in or to the Rail Property or Properties, shall be paid by IHB to the Owner or Owners.

I. For the purpose of Article 15.D.1., "Present Value" shall be calculated using the "prime rate" of interest in effect at J.P. Morgan Chase, New York, New York (or if said bank no longer publishes such rate, such other rate charged by another national bank selected by the Owners), on the date of the termination of the Agreement.

J. For the purposes of any suit brought by an Owner or Owners, this Agreement shall be construed to be a divisible contract, to the end that successive actions may be maintained on this Agreement as successive periodic sums mature hereunder.

ARTICLE 16. COMPLIANCE WITH LAW

A. The Parties agree to participate and cooperate in joint filings at the STB to obtain approval for the trackage rights provided in this Agreement.

B. Aside from the filing with the STB referenced in Article 18.A. below, IHB, so long as it is the Operating Party, at its own cost and expense, shall promptly comply with all present and future laws, regulations, and orders of all governmental authorities affecting the Rail Properties (hereinafter collectively referred to as "Governmental Requirements"), whether or not one or more of the Owners shall be responsible primarily for compliance with such Governmental Requirements. Notwithstanding the aforesaid, in the event that compliance with Governmental Requirements involves work on property other than the Rail Properties, then the Owner or Owners involved shall equitably apportion the cost for such work to IHB taking into account: (i) the extent that such work arises from the existence of this Agreement; (ii) IHB's use of the affected Rail Properties; or (iii) the extent such work is related to the Rail Properties. IHB, at its sole cost and expense, shall be responsible for obtaining any permits or approvals required by reason of IHB's use or occupancy of the Rail Properties. IHB shall immediately provide to the Owners of the affected Rail Properties copies of: (a) notices received by IHB of any violations of Governmental Requirements concerning the Rail Properties; and (b) any applications, submissions, plans, studies, or any data or information related to or associated with IHB's compliance with Governmental Requirements and obtained by IHB, including without limitation, any permits.

ARTICLE 17. CONDEMNATION OR CASUALTY

A. If a material portion of a Rail Property or Properties shall be acquired or taken under eminent domain proceedings, or transferred to a public authority in lieu of such proceedings (a "Condemnation"), the Owner or Owners may terminate this Agreement with respect to the Rail Property or Properties taken as of the date when possession is taken. Provided, however, that so long as IHB is the Operating Party, IHB at its sole discretion and at its sole expense may legally contest said proceeding and the Owner or Owners agree to cooperate with IHB's efforts. All damages awarded for such taking

shall belong to and be the property of the Owner or Owners of the Rail Property or Properties. IHB shall have no claim against the Owner or Owners by reason of such taking or termination and shall not have any claim or right to any portion of the amount that may be awarded or paid to the Owner or Owners as a result of any such taking. IHB may; however, make claims against the condemning authority for moving expenses, loss of fixtures, or other matters which do not affect the award otherwise payable to the Owner or Owners so long as such claim does not reduce the award otherwise payable to the Owner or Owners.

B. In the event that track, buildings or other improvements to a Rail Property are damaged or destroyed (a "Casualty") such that the Rail Property is rendered partially untenantable by such damage or destruction, Base Compensation for such Rail Property shall continue in full force and effect regardless and, so long as IHB is the Operating Party, IHB shall proceed immediately to commence such repairs and to diligently and continuously make same until completed at the earliest practicable date.

ARTICLE 18. DISCONTINUANCE AND ABANDONMENT

A. IHB will not discontinue its operations over any part of the Rail Properties over which the STB has abandonment and discontinuance jurisdiction without first applying for and obtaining from the STB, and any other regulatory agency with jurisdiction, any necessary certificate or exemption from regulation for such discontinuance of operations over that part of the Rail Properties. Any application or petition to the STB must be submitted to the Owner of the segment on which IHB seeks to discontinue its operations for review and comment prior to being filed with the STB.

B. An Owner shall have the right, subject to securing any necessary regulatory approval, to abandon the Owner's trackage or any portion thereof. Before filing an application for regulatory approval of such abandonment, an Owner shall give the other Parties ninety (90) days' advance notice in writing of its intention to do so in order that they may determine whether they desire to purchase the trackage at issue.

C. If a Party desires to purchase the Owner's trackage (or such portion thereof as Owner has notified the Parties will be abandoned), the Party shall submit an offer of financial assistance under 49 U.S.C. Section 10904. In the event the offer meets the requirements of the aforesaid section and the Owner receives more than one such offer, the Owner shall exercise its statutory right to negotiate first with IHB if IHB is the Operating Party of the trackage being filed to abandon, then with other Parties rather than with other offeror(s) who are not party to this Agreement. Thereafter, the rights and obligations of the Parties in respect to a Party's acquisition of the Owner's trackage or portion thereof shall be governed by applicable provisions of the law.

D. In the event that no Party or other party makes an offer of financial assistance to purchase the Owner's trackage or portion thereof within the time prescribed by statute and applicable regulations, or any offer or offers that are made are not consummated for any reason, the Parties with operating rights over the trackage at issue shall promptly file

applications with the proper regulatory authority seeking approval of the discontinuance of their operations over the Owner's trackage or portion thereof. If a Party does not promptly file an application seeking approval of the discontinuance of the Party's operations over the Owner's trackage or portion thereof, the Party shall be deemed to have given the Owner power of attorney to take such action on the Party's behalf.

E. In the event the Owner abandons any portion (or all) of the Owner's trackage under circumstances which (because of changes in the law or otherwise) are not subject to handling under the procedures outlined above, the Parties shall cooperate and take such action as is necessary to assure either that all Parties promptly terminate their operations over the segment to be abandoned or one or more Parties purchases said segment at a price consistent with the principles of 49 U.S.C. Section 10904 as interpreted on the date of this Agreement.

F. If any Party obtains regulatory approval allowing it to abandon or discontinue service over any part of the Rail Properties, this Agreement shall terminate as to that Party's rights granted under this Agreement for such segment.

G. Except as otherwise expressly agreed in writing, in the event any actions taken by the Parties under this Article 18 result in an obligation imposed by any competent authority on a Party to protect the interests of affected employees, the responsibility for bearing the cost thereof shall be borne by the Party which is the employer of the affected employee or employees, notwithstanding the manner in which said cost may be apportioned in any order or decision imposing the protection.

H. This Article 18 will survive termination or expiration of this Agreement.

ARTICLE 19. TERM

A. This Agreement shall be effective the day and year first above written and shall remain in effect for twenty-five (25) years. Upon expiration of the twenty-five year term, the Agreement shall continue in effect unless and until a Party gives six months written notice of termination regarding the trackage rights it is granted herein, the Parties reach a new agreement, the STB prescribes a new agreement, or the STB authorizes the Party noticing termination to discontinue its trackage rights. In the event the Agreement terminates because the STB authorizes a Party noticing termination to discontinue its trackage rights, the terms of the Agreement applicable to all other trackage rights granted under the Agreement shall continue in effect, as well as the rights of any tenant leasing a portion of the Rail Properties, unless and until the Parties reach a new agreement concerning the remaining trackage rights, the STB prescribes a new agreement concerning the remaining trackage rights, or the STB authorizes discontinuance of the remaining trackage rights.

B. Termination of this Agreement or any Party's participation in this Agreement shall not relieve or release any Party hereto from any obligation assumed or from any liability which may have arisen or been incurred by any Party under the terms of this Agreement

prior to the termination hereof.

ARTICLE 20. FORCE MAJEURE

A Party shall not be responsible to other Parties for delays or failure to perform under this Agreement if such delays or failure to perform are covered by circumstances beyond its control, including, but not limited to, Acts of God, floods, storms, earthquakes, hurricanes, tornadoes, or other severe weather or climatic conditions, acts of public enemy, war, blockade, insurrection, vandalism or sabotage, fire, accident, wreck, derailment, washout or explosion, strike, lockout or labor disputes experienced by the Parties hereto, embargoes or AAR service orders, Federal Railroad Administration (FRA) orders, or governmental laws, orders or regulations.

ARTICLE 21. ARBITRATION

A. Disputes (i) described in Articles 3.F., 7.B., 8.C.2., 9.B., 9.C., and 15.G. of this Agreement or (ii) characterized as not material by all parties to the dispute that are not resolved within thirty (30) days of the date of the written notice of the dispute shall be settled through binding arbitration by a sole disinterested arbitrator with relevant expertise to be selected jointly by the parties to the dispute. An arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other rules and procedures to which the parties agree. Unless otherwise agreed by the parties to the arbitration, the decision of the arbitrator shall be in the form of a reasoned award, which shall include findings of fact and law, and shall be final and conclusive upon the Parties hereto. Each party to the arbitration shall pay the compensations, costs, fees and expenses of its own witnesses, experts and counsel. The compensation, costs and expense of the arbitrator, if any, shall be borne equally by the parties to the arbitration. The arbitrator shall not have the power to award consequential or punitive damages or to determine violations of criminal or antitrust laws. Pending the award of the arbitrator, there shall be no interruption in the transaction of business under the Agreement, and all payments in respect thereto shall be made in the same manner as prior to the dispute until the matter in dispute shall have been fully determined by arbitration, and thereupon such payment or restitution shall be made as required by the decision or award of the arbitrator.

B. Any dispute arising between or among the Parties with respect to this Agreement characterized as material by any party to the dispute, in its sole discretion, that is not resolved within thirty (30) days of the date of written notice of the dispute shall be settled by binding arbitration, as set forth in Article 21.A.—unless the parties are unable to select an arbitrator, in which case the parties may adjudicate their dispute before a court with proper jurisdiction instead of proceeding in arbitration.

ARTICLE 22. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns, by merger or otherwise, of the Parties hereto. No Party hereto shall transfer or assign this Agreement, or any of its rights, interests or obligations hereunder, to any person, firm, or

corporation without obtaining the prior written consent of the other Parties to this Agreement.

ARTICLE 23. NOTICE

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

If to Conrail: Consolidated Rail Corporation
1717 Arch Street, Suite 1310
Philadelphia, PA 19103

If to CSXT: Director Joint Facilities
CSX Transportation, Inc.
500 Water Street, J801
Jacksonville, FL 32202

If to NSR: Director – Joint Facilities
Norfolk Southern Railway Company, Inc.
1200 Peachtree St. NE Box 158
Atlanta, GA 30309

If to IHB: Indiana Harbor Belt Railroad Company
2721 161st Street
Hammond, IN 46323

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

ARTICLE 24. OTHER AGREEMENTS

Upon the Commencement Date of this Agreement, the terms of the 1906 Agreement, as amended, and the 1913 Agreement, as amended, shall no longer apply. The IHB Agreement and the Gibson Yard Lease shall remain in full force and effect according to their respective terms.

ARTICLE 25. GENERAL PROVISIONS

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

B. This Agreement contains the entire understanding of the Parties hereto and supersedes any and all oral understandings between the Parties.

C. No term or provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing and signed by all Parties to this Agreement.

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

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

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

G. This Agreement is the result of mutual negotiations of the Parties hereto, none of whom shall be considered the drafter for purposes of contract construction.

H. Any waiver at any time of a breach of any provision, condition, obligation, or requirement of this Agreement will extend only to the particular breach so waived and will not impair or affect the existence of any provision, condition, obligation, or requirement of this Agreement or the right of a Party thereafter to avail itself of any breach, subject to such waiver. No provision of this Agreement shall be waived by any act or knowledge of the Parties, but only by a written instrument signed by the Party waiving a right hereunder.

I. No Party hereto may disclose the provisions of this Agreement to a third party, excluding a parent, subsidiary or affiliate company, without the written consent of the other Parties, except as otherwise required by law, regulation or ruling.

J. This Agreement will be construed in accordance with the laws of the State of Indiana.

K. This Agreement may be executed in any number of counterparts, each of which may be deemed an original for any purpose.

ARTICLE 26. COMMENCEMENT DATE

The Commencement Date of this Agreement is January 1, 2017.

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

Witness for IHB:

_____

INDIANA HARBOR BELT RAILROAD COMPANY

By: _____

Name: _____

Title: _____

Witness for Conrail:

_____

CONSOLIDATED RAIL CORPORATION

By: _____

Name: _____

Title: _____

Witness for CSXT:

_____

CSX TRANSPORTATION, INC.

By: _____

Name: _____

Title: _____

Witness for NSR:

_____

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Name: _____

Title: _____

Attachment A	Description of Conrail Property
Attachment B	Base Compensation Terms for Conrail Property
Attachment C	Description of CSXT Property
Attachment D	Base Compensation Terms for CSXT Property
Attachment E	Description of NSR Property
Attachment F	Base Compensation Terms for NSR Property
Attachment G	Track Maintenance Standards
Attachment H	IHB Agreements with Other Railroads
Attachment I	Gibson Yard Supplemental Agreement
Attachment J	Operating Zones
Attachment K	Third Party Licenses
Attachment L	Non-Custodial Non-Operating Property

Attachment A-1

			Conrail Properties		
			Parcel Areas & Valuation Map Locations		
			Operating Property		
Ref. No.		Line/Yard Description	Conrail Valuation Map#	City	Area (Acres)
2		Cast Armor	V251A-1	E. Chicago	5.15
3		Michigan Ave. Yard	V251A-1	E. Chicago	26.26
4		Harbison Walker	V251A-1	E. Chicago	0.38
5		Harbison Walker	V251A-1	E. Chicago	1.86
20		Osborn Yard	V251Aa-3	Hammond	18.74
41		To Bud Plant	V252A-3	Gary	12.29
42		To Bud Plant	V252A-2&3	Gary	6.89
43-58		To Bud Plant	V252A-2	Gary	5.75
59		Long Crossover	V252A-2	Gary	6.52
62		Track Open Land	V252A-2	Gary	5.07
63		Track Open Land	V251-A-1	Gary/Hammond	59.15
65		Gibson Yard	V251Ba-1	Hammond	138.35
68		West of Columbia	V251Ba-1	Hammond	1.76
69		Track Open Land	VIA-ILL-2	Village of Burnham/Calumet City	18.65
70		Track Open Land	VIA-ILL-2	Calumet City	5.52
71		Track Open Land	VIA-ILL-3	Chicago/Calumet City	27.82
72		Track Open Land	VIA-ILL-4	Chicago/Calumet City	7.32
10		Former non-operating property	V251Aa/2	E. Chicago	2.92
11		Former non-operating property	V251Aa/2	E. Chicago	1.58
Total Acreage					351.98

Attachment A-2

Conrail Properties
Parcel Areas & Valuation Map Locations

Non-Operating Property Maintained by IHB

Ref. No.	Line/Yard Description	Conrail Valuation Map#	City	Area (Acres)
6	Open Land	V251A1	East Chicago	2.26
7	B.O.C.T. Wye Conn.	V251Aa-2	East Chicago	1.12
8	Calumet Tower Signal	V251Aa-2	East Chicago	0.01
9	CP Grasselli	V251Aa-2	East Chicago	0.3
10	CP Grasselli	V251Aa-2	East Chicago	2.92
11	CP Grasselli	V251Aa-2	East Chicago	1.59
12	US-20	V251Aa-2	East Chicago/Hammond	0.35
13	CP Gibson	V251Aa-2	Hammond	0.03
14	Gibson Office	V252A-1	Hammond	9.61
15	Gibson	V251Aa-3	Hammond	0.03
16	Gibson	V251Aa-3	Hammond	1.78
17	Gibson	V251Aa-3	Hammond	0.13
18	Gibson	V251Aa-3	Hammond	0.1
19	Gibson	V251Aa-3	Hammond	3.26
21	Osborne	V251Aa-3	Hammond	0.45
22	Osborne	V251Aa-3	Hammond	1.45
Total acerage				25.49

ATTACHMENT B

Base Compensation Terms for Conrail Property

1. **Base Rent**. The Base Rent is based upon a total annual rent value of_____. Rent shall be billed monthly and initially will be _____ per month, payable monthly in advance beginning the Commencement Date. The Base Rent shall be subject to rent adjustments as provided for in Section 2 hereof. IHB shall send all rent payments to Consolidated Rail Corporation, P.O. Box 116953, Atlanta, GA 30368-6953, or to such other address as Conrail may indicate by written notice to IHB.

2. **Base Rent Increase**. During the Term, Base Rent shall be adjusted as follows on (i) the anniversary of the Commencement Date if the Commencement Date is the first day of a month or (ii) the anniversary of the first day of the month following the month in which the Commencement Date occurred (each, an "Adjustment Date"):

   (a) On the Adjustment Date that occurs in 2018, the then current Base Rent (_____) shall be adjusted by the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84 = 100)" specified for "All Items - United States" compiled by the Bureau of Labor Statistics of the United States Department of Labor (the "Index") in accordance with the change in said index between the Commencement Date and the Adjustment Date in 2018. The calculation of said adjustment shall be in accordance with the formula set forth in Subsection (c).

   (b) In each of years 2019 through and including twenty-five (25) of the Term, Base Rent shall increase by the formula for adjusting for CPI-W set forth in Subsection (c). The same formula shall apply to years twenty-six (26) through and including year thirty (30), years thirty-two (32) through and including year forty (40) and years forty-two (42) through and including year forty-five (45), if the Agreement is still in effect on those anniversaries of the Commencement Date.

   (c) The formula for adjusting for CPI-W shall be as follows:

      (i) Each adjustment shall be made with reference to the Index for the fourth month immediately preceding the Adjustment Date ("Current Price Index").

      (ii) Each such adjustment shall be made by determining the percentage increase or decrease of the then Current Price Index over the Index for the same calendar month for the previous year ("Prior Year Price Index").

(iii) Such percentage shall be computed by (A) obtaining the difference between the Current Price Index and the Prior Year Price Index and (B) dividing such difference by the Prior Year Price Index.

(iv) The percentage thus determined shall be multiplied by the then current Adjusted Base Rent, and the product thus determined shall represent the adjustment to Adjusted Base Rent until a subsequent adjustment shall be made under this Section.

(v) For avoidance of doubt, the Current Price Index for the first adjustment to Adjusted Base Rent as provided in this Section 2(c) shall be the Index for the fourth month preceding the applicable Adjustment Date and the Prior Year Price Index shall be the Index for the same calendar month in the prior year.

(vi) In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the percentage change shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall no longer publish the same, then an equivalent U.S. governmental agency.

ATTACHMENT G

CSX Line
Kensington Branch
Parcel Areas & Valuation Map Locations

Segment	County	Adjoining Property Use	Valuation Map #	City	Area (Acres)
1	Cook	Industrial	V1A-ill / 2	Burnham	5.00
2	Cook	Industrial	V1B / 13	Calumet City	4.41
3	Cook	Industrial	V1B / 13	Calumet City	9.16
4	Lake	Industrial/Commercial	V1B / 13	Hammond	3.48
5	Lake	Residential/Commercial	V1B / 13	Hammond	0.85
6	Lake	MultiFamily/Commercial	V1B / 13	Hammond	2.63
7	Lake	Residential	V1B / 13	Hammond	1.26
8	Lake	Industrial/Residential	V1B / 13	Hammond	0.68
9	Lake	Industrial/Commercial	V1B / 13	Hammond	0.80
10	Lake	Residential	251Ba / 2	Hammond	3.43
11	Lake	Residential	251Ba / 2	Hammond	0.31
12	Lake	Residential/Industrial	251Ba / 2	Hammond	5.35
13	Lake	Industrial	251Ba / 1	Hammond	6.97
14	Lake	Residential/Industrial	251Ba / 1	Hammond	2.80
15	Lake	Industrial	251Ba / 1	Hammond	8.67
16	Lake	Industrial	251Ba / 1	Hammond	1.96
17	Lake	Industrial	251Ba / 1	Hammond	0.99
19	Lake	Industrial	252A / 1	Hammond	0.96
20	Lake	Industrial	252A / 1	Hammond	2.16
21	Lake	Industrial	252A / 1	Hammond	4.48
22	Lake	Industrial	252A / 1	Hammond	1.46
23	Lake	Industrial/Wetlands	252A / 1	Hammond	13.39
24	Lake	Industrial	252A / 2	Hammond	6.67
25	Lake	Industrial	252A / 2	Hammond	6.02
26	Lake	Wetlands/Industrial	252A/ 2	Hammond	4.05
					97.94

ATTACHMENT D

Base Compensation Terms for CSXT Property

1. **Base Rent**. The Base Rent is based upon a total annual rent value of [_____]. Rent shall be billed monthly and initially will be [_____] per month, payable monthly in advance beginning the Commencement Date. The Base Rent shall be subject to rent adjustments as provided for in Section 2 hereof. IHB shall send all rent payments to CSX Transportation, Inc., 500 Water Street, J801, Jacksonville, FL 32202, or to such other address as CSXT may indicate by written notice to IHB.

2. **Base Rent Increase**. During the Term, Base Rent shall be adjusted as follows on (i) the anniversary of the Commencement Date if the Commencement Date is the first day of a month or (ii) the anniversary of the first day of the month following the month in which the Commencement Date occurred (each, an "Adjustment Date"):

   (a) On the Adjustment Date that occurs in 2018, the then current Base Rent ([_____]) shall be adjusted by the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84 = 100) specified for "All Items - United States" compiled by the Bureau of Labor Statistics of the United States Department of Labor (the "Index") in accordance with the change in said index between the Commencement Date and the Adjustment Date in 2018. The calculation of said adjustment shall be in accordance with the formula set forth in Subsection (c).

   (b) In each of years 2019 through and including year twenty-five (25) of the Term, Base Rent shall increase by the formula for adjusting for CPI-W set forth in Subsection (c). The same formula shall apply to years twenty-six (26) through and including year thirty (30), years thirty-two (32) through and including year forty (40) and years forty-two (42) through and including year forty-five (45), if the Agreement is still in effect on those anniversaries of the Commencement Date.

   (c) The formula for adjusting for CPI-W shall be as follows:

      (i) Each adjustment shall be made with reference to the Index for the fourth month immediately preceding the Adjustment Date ("Current Price Index").

      (ii) Each such adjustment shall be made by determining the percentage increase or decrease of the then Current Price Index over the Index for the same calendar month for the previous year ("Prior Year Price Index").

(iii)Such percentage shall be computed by (A) obtaining the difference between the Current Price Index and the Prior Year Price Index and (B) dividing such difference by the Prior Year Price Index.

(iv) The percentage thus determined shall be multiplied by the then current Adjusted Base Rent, and the product thus determined shall represent the adjustment to Adjusted Base Rent until a subsequent adjustment shall be made under this Section.

(v) For avoidance of doubt, the Current Price Index for the first adjustment to Adjusted Base Rent as provided in this Section 2(c) shall be the Index for the fourth month preceding the applicable Adjustment Date and the Prior Year Price Index shall be the Index for the same calendar month in the prior year.

(vi)In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the percentage change shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall no longer publish the same, then an equivalent U.S. governmental agency.

ATTACHMENT E

NS Line
Lakefront Yard & Danville Branch

Segment	*Property*	*Adjoining Property Use*	*Valuation Map #*	*City*	*Area (Acres)*
1	*Lakefront Yd.*	*Industrial*	*V216/ST4B*	*East Chicago*	*8.87*
2	*Danville Br.*	*Industrial*	*V251A/1*	*East Chicago*	*3.81*
3	*Danville Br.*	*Industrial*	*V251A/1*	*East Chicago*	*19.61*
4	*Danville Br.*	*Industrial*	*V251A/2*	*East Chicago*	*0.18*
5	*Danville Br.*	*Industrial*	*V251A/2*	*East Chicago*	*5.60*
6	*Danville Br.*	*Industrial*	*V251A/2*	*East Chicago*	*8.50*
7	*Danville Br.*	*Industrial*	*V251A/2*	*Hammond*	*8.12*
8	*Danville Br.*	*Industrial*	*V251A/2*	*Hammond*	*0.49*
9	*Danville Br.*	*Industrial*	*V251A/2&3*	*Hammond*	*17.45*
10	*Danville Br.*	*Industrial*	*V251A/3*	*Hammond*	*2.70*
11	*Danville Br.*	*Residential*	*V251A/3*	*Hammond*	*6.08*
12	*Danville Br.*	*Industrial*	*V251A/3*	*Hammond*	*0.85*
13	*Danville Br.*	*Ind and wetlands*	*V251A/3&4*	*Hammond*	*8.27*
					90.53

ATTACHMENT F

Base Compensation Terms for NSR Property

1. **Base Rent**. The Base Rent is based upon a total annual rent value of [_____]. Rent shall be billed monthly and initially will be [_____] per month, payable monthly in advance beginning the Commencement Date. Base Rent shall be subject to rent adjustments as provided for in Section 2 hereof. The Real Estate (but not the Improvement) Component shall also be subjected to reappraisals as provided for in Section 2(d). IHB shall send all rent payments to Norfolk Southern Railway Company, Inc., 3 Commercial Place #100, Norfolk, VA 23510, or to such other address as NSR may indicate by written notice to IHB.

2. **Base Rent Increase**. During the Term, Base Rent shall be adjusted as follows on (i) the anniversary of the Commencement Date if the Commencement Date is the first day of a month or (ii) the first day of the month following the month in which the Commencement Date occurred (each, an "Adjustment Date"):

   (a) On the Adjustment Date that occurs in 2018, the then current Base Rent ([_____]) shall be adjusted by the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84 = 100)" specified for "All Items - United States" compiled by the Bureau of Labor Statistics of the United States Department of Labor (the "Index") in accordance with the change in said index between the Commencement Date and the Adjustment Date in 2018. The calculation of said adjustment shall be in accordance with the formula set forth in Subsection (c).

   (b) In each of years 2019 through and including year twenty-five (25) of the Term, Base Rent shall increase by the formula for adjusting for CPI-W set forth in Subsection (c). The same formula shall apply to years twenty-six (26) through and including year thirty (30), years thirty-two (32) through and including year forty (40) and years forty-two (42) through and including year forty-five (45), if the Agreement is still in effect on those anniversaries of the Commencement Date.

   (c) The formula for adjusting for CPI-W shall be as follows:

      (i) Each adjustment shall be made with reference to the Index for the fourth month immediately preceding the Adjustment Date ("Current Price

Index").

(ii) Each such adjustment shall be made by determining the percentage increase or decrease of the then Current Price Index over the Index for the same calendar month for the previous year ("Prior Year Price Index").

(iii) Such percentage shall be computed by (A) obtaining the difference between the Current Price Index and the Prior Year Price Index and (B) dividing such difference by the Prior Year Price Index.

(iv) The percentage thus determined shall be multiplied by the then current Adjusted Base Rent, and the product thus determined shall represent the adjustment to Adjusted Base Rent until a subsequent adjustment shall be made under this Section.

(v) For avoidance of doubt, the Current Price Index for the first adjustment to Adjusted Base Rent as provided in this Section 2(c) shall be the Index for the fourth month preceding the applicable Adjustment Date and the Prior Year Price Index shall be the Index for the same calendar month in the prior year.

(vi) In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the percentage change shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall no longer publish the same, then an equivalent U.S. governmental agency.

ATTACHMENT G

Track Maintenance Standards

1. Maintenance Requirements

    a. IHB is required to maintain the trackage on the Conrail Property listed in Attachment A for the use contemplated, but in no event at less than FRA Class 1 track standards.

    b. IHB is required to maintain the trackage on the CSXT Property listed in Attachment C at least FRA Class 3 track standards, with no more than 5% of the trackage slow ordered on the CSXT Property.

    c. IHB is required to maintain the trackage on the NSR Property listed in Attachment E at least FRA Class 3 track standards, with no more than 5% of the trackage slow ordered on the NSR Property.

2. If during the term of the agreement IHB, Conrail, CSXT, or NSR finds that any active segment of the Property does not meet these maintenance standards, then IHB shall have 30 days to achieve compliance with such standards with respect to that segment.

ATTACHMENT H

No.	AGREEMENTS INVOLVING THE PROPERTIES
16	Homan Interlocking
39	Grasselli Tower
41	Calumet Tower
54	Homan Interlocking
76	Gibson Interlocking
94	B&O Interlocking (NS) Michigan Ave.
158	PRR rights wolf lake to Argo
239	CHICAGO, LAKE SHORE & EASTEN RAILWAY CO / CHICAGO, INDIANA & SOUTHERN RAILROAD CO - EXCHANGE TRACKAGE RIGHTS BETWEEN INDIANA HARBOR AND GARY AND BETWEEN GARY AND EAST OF GIBSON.
258	NS interchange Osborn
265	IHB rights north of Little Calumet River
409	NS rights East Chicago to Franklin Park
652	BOCT on IHB Grasselli
740	IHB rights Cal Park to Columbia Ave
741	Use of Local facilites Cal Park to Gibson
792	Crossing watchman Chicago Ave
857	NYC lease NW leg of wye CP 502 from IHB
859	Crossing gates Michigan Ave
879	EJ&E - MICHIGAN AVENUE YARD TO WHITING YARD
907	EJE rights to Cast Armor, IHB right to connect to EJE Dock Street
1660	IHB right to cross at Osborn
5328	CNW trackage rights Franklin Park to Gibson
5830	IHB provide direct interchange for Conrail to CNW Proviso, conveyed to CSX-NS
5936	EJE Detour Agreement
5987	IHB leases Lake Front from NS (CR)
6237	SOO LINE - TRACKAGE RIGHTS
6238	Divide accounting zone 4 into 4 & 37
6415	ATSF access to Gibson
6415	IHB/ATSF/CR INTERCHANGE AGREEMENT EFFECTIVE 10/25/94 FOR LOADED MULTI-LEVEL CARS AND CERTAIN LOADED AUTO PARTS CARS ROUTED VIA ATSF FROM IHB TO ATSF AT GIBSON YARD, HAMMOND, IN, AND ATSF OPERATING RIGHTS OVER CR. CR REGISTRY NO. 308681
6417	GTW rights to Gibson with ATSF autos and apts
6417	IHB/GTW/CR INTERCHANGE AGREEMENT, CONTRACT 6417, EFFECTIVE 11/2/94, INTERCHANGE OF LOADED MULTI-LEVEL CARS, CERTAIN LOADED AUTO PARTS CARS (LIMITED TO DESTINATIONS ON THE ATSF), AND CERTAIN LOADED AUTO PARTS CARS (ORIGINATING ON GTW WITH D
6419	GRAND TRUNK WESTERN - LETTER OF UNDERSTANDING ON CAR HIRE TRANSFER OF LOADED MULTI-LEVEL CARS FOR THE UP, INTERCHANGED TO THE IHB AT ITS FACILITIES IN GIBSON YARD, HAMMOND, IN, IN ACCORDANCE WITH INTERCHANGE AGREEMENT #6417 DATED NOVEMBER 2,
6420	CSX rights to Gibson with ATSF autos and apts
6543	CSX rights (autos) CP 502 to Gibson
6549	ISPAT/ INLAND use of Lake Front yard
6553	CSX trackage rights CR Kankakee Line
6697	IHB-CFE INTERCHANGE AGT.- BLUE ISLAND & MICHIGAN AVE., YARDS
6697	CF^&E interchange
6737	CPRS-NSRR-CR- IHB - INTERCHANGE AGREEMENT GIBSON YARD
6737	CR-CPRS-NSRR- IHB - INTERCHANGE AGREEMENT GIBSON YARD
6737	NSRR-CPRS-CR- IHB - INTERCHANGE AGREEMENT GIBSON YARD
6737	SOO LINE D/B/A/ CPRS-NSRR-CR- IHB - INTERCHANGE AGREEMENT GIBSON YARD
6775	BNSF RAILWAY COMPANY - JOINT OPERATION AGREEMENT WITH IHB ON AUTOMOTIVE TRAFFIC
6939	Chicago, Fort Wayne, and Eastern (CFE) - Interchange of freight between CFE and IHB (reference to contract no 6697).
265A	Use of Gibson freight station
265C	Use of Gibson yards
265H	Lease of EJE property Lake Front Yard
265I	Gibson Storehouse
265L	IHB take over mtce MC Kensington Branch
41A	ELGIN, JOLIET & EASTERN RAILWAY CO - GRANTS IHB RIGHT TO CONSTRUCT TRACK AT CALUMET INTERLOCKING

ATTACHMENT H

No.	ADDITIONAL AGREEMENTS WHICH ARE NOT CONCLUSIVELY ON THE PROPERTY INVOLVED
111	EJE use of IHB to interchange to BOCT
298	Bridge 8 1/2 Indiana Harbor
739	IHB rights to industries Kensington Branch
3602	Connecting track Riley Road and Canal Street
3853	CALUMET WESTERN RWY CO AND CHICAGO, WEST PULLMAN & SOUTHERN RR CO - CAL WESTERN GRANTS WEST PULLMAN RIGHT TO CONSTRUCT TRACK FOR ITS EXCLUSIVE USE AND GRANTS JOINT USE OF OTHER TRACKS IN CAL WESTERN YARD, CHICAGO, IL
3932	EJE rights to Cast Armor
5963	SOO LINE - ENTIRE LINE - TRACKAGE RIGHTS BETWEEN NORTH HARVEY, IL AND GIBSON, IN AND GIBSON, IN TO TERRE HAUTE, IN BETWEEN IHB/CR/MILW (NOW SOO LINE)
5942	NW Detour Agreement
5945	NW/IHB reciprocal interchange
6078	IHB trackage rights Indiana Harbor to South Chicago
6181	IHB rights on CSX - Ladle Cars
6291	GTW trackage rights
6314	CSL (ISG) Interchange IHB South Deering Yard
6332	NW/IHB interchange connecting track Hammond
6500	CP trackage rights
5937-8	ICG-GTW Detour Agreement
5939-41	B&O, C&O, BOCT detour agreement
5943-47	ATSF, BN Detour Agreement
6292	MISSOURI PACIFIC - AGREEMENT BETWEEN IHB AND MP CONCERNING RUN-THROUGH TRAIN TO NIPSCO PLANTS LOCATED ON THE CSS&SB FROM CALUMET PARK, IL TO BURNHAM, IL. CR REGISTRY NO. 298233.
6536	NORFOLK & WESTERN - HALUAGE AGREEMENT BETWEEN THE IHB AND NORFOLK & WESTERN FOR USE BETWEEN THE MIXING CENTER (BURNHAM, IL) AND BNSF (LAGRANGE, IL)

ATTACHMENT I

Gibson Yard Supplemental Agreement

This Supplemental Agreement, entered into as of this ___ day of _____, 2017, by and between Consolidated Rail Corporation ("Conrail") and Indiana Harbor Belt Railroad Company ("IHB").

Whereas, Conrail and IHB are parties to Supplemental Agreements dated August 6, 1992, and October 21, 1994, governing IHB's handling of certain multi-level and auto parts cars at Conrail's Gibson Yard at Hammond, Indiana;

Whereas, the 1992 and 1994 Supplemental Agreements are supplemental to a 99-year Agreement dated April 9, 1906 between predecessors of Conrail and 1HB, which has expired by its terms;

Whereas, the April 9, 1906 Agreement has been replaced by an Agreement dated January 1, 2017, between IHB and Conrail, CSX Transportation, Inc. ("CSXT"), and Norfolk Southern Railway Company, Inc. ("NSR");

Whereas, Conrail and IHB wish to replace the 1992 and 1994 Supplemental Agreements with this Supplemental Agreement to the January 1, 2017 Agreement;

Now Therefore, the parties hereto, intending to be legally bound, agree as follows:

A. Use of Gibson Yard, Hammond, Indiana, by certain eastern and western carriers for interchange with IHB:

1. Conrail hereby consents to the use of Gibson Yard and rail lines providing access to Gibson Yard for the interchange from eastern carriers to IHB, and from IHB to western carriers, limited to westbound loaded multi-level cars, certain loaded auto parts cars (limited to destinations on the former Atchison, Topeka & Santa Fe Railway Company), and certain loaded auto parts cars (originating on the former Grand Trunk Western Railroad Incorporated with destinations on the former Norfolk and Western Railway Company) only (hereinafter referred to as "Multi-Level Cars" and "Parts Cars").

2. IHB, with the express written consent and concurrence of Conrail, shall enter into an appropriate separate agreement with each eastern and western carrier that desires to physically interchange Multi-Level Cars and Parts Cars from or to IHB at Gibson Yard, prior to each such carrier being permitted access to Gibson Yard for such propose and for no other purpose.

3. The grant of use of Gibson Yard by IHB to such eastern and western carriers pursuant to this supplemental agreement shall be limited to the terms and conditions of such separate agreements, and should such separate agreement with any eastern or western carrier be terminated for any reason whatsoever, the consent of Conrail contained herein to allow the use of Gibson Yard by such

carrier shall automatically be withdrawn and IHB shall not allow such carrier to use Gibson Yard for any purpose not authorized in a valid separate agreement.

4. The purpose of Conrail's expansion of Gibson Yard in the early 1990s was to pre-block loaded multi-level traffic from eastern carriers, including Conrail, for western carriers. As such, Conrail and IHB agree to periodically review the blocking and train operation to assure maximum benefits are achieved by the use of Gibson Yard. In addition, Conrail retains the right to instruct IHB to exclude Conrail, CSXT, and NSR traffic from certain blocks made at Gibson Yard for western carriers.

B. For purposes of allocating Gibson Yard maintenance and operating expenses pursuant to Article 8 of the January 1, 2017 Agreement:

1. Trains and cars of all eastern and western carriers shall be deemed to be IHB trains and cars.

2. Any and all costs associated with IHB's handling of traffic for any eastern or western carrier at Gibson Yard shall be allocated to IHB.

In Witness Whereof, the parties hereto have caused this Gibson Yard Supplemental Agreement to be duly executed as of the date first written above.

Witness: Consolidated Rail Corporation

_____ _____

Witness: Indiana Harbor Belt Railroad Company

_____ _____

ATTACHMENT J

INDIANA HARBOR BELT OPERATING ZONES

ZONE-SUB	DESCRIPTION
03-00	IVANHOE M C CONNECTION TO GIBSON
03-01	GIBSON INTERLOCKER
04-00	INDIANA HARBOR SOUTH TO GIBSON AT GARY & WESTERN SWITCHES
04-01	GRASSELLI INTERLOCKER
04-02	OSBORN INTERLOCKER
04-03	EJE CONNECTING TRACK #51
04-04	CHICAGO AVE. CROSSING GATES
04-05	CALUMET INTERLOCKER & TOWER
04-07	FLASHERS - 151ST & KENNEDY
04-08	MICHIGAN AVE. CROSSING
05-00	IND. HARB. TO NORTH BANK LITTLE CALUMET RIVER, INDUSTRY AND TEAM TRACK
05-02	FLASHERS & SHORT ARM GATES - MICHIGAN AVE & CANAL STREET EAST CHICAGO
05-03	OSBORN YARD (RED & GREEN TRKS) PART OF TRK. NO. 13-21-33
05-04	OSBORN YARD (GREEN TRKS) TRKS. NO. 23-25-27-29
05-05	OSBORN YARD - SOUTH TURNOUTS 13-15-17-19-21-39
05-06	FLASHERS - 148TH & 149TH BALDWIN LEAD
06-00	WHITING LEAD TRACK, NORTH OF MICHIGAN AVE., EAST CHICAGO, IND
07-01	ELECTRIC SIGNALS AUTOMATIC - CALUMET PARK, ILLINOIS
07-02	FLASHERS & SHORT ARM GATES - STATE LINE AVE.
07-03	HOHMAN AVE. INTERLOCKER
07-05	CALUMET PARK INTERLOCKER
09-00	GIBSON YARD TRACKS AND FACILITIES
10-00	GIBSON YARD INDUSTRIAL TRACKS
12-00	GIBSON ROUND HOUSE WATER STATION AND APPURTENANCES
14-00	GIBSON CAR REPAIR FACILITIES

15-00	GIBSON STOREHOUSE FACILITIES
18-02	TRKS D-E-F (CONTRACT 5360) LONG TRKS NO. 28 & 29
18-03	TRACK NO. 12
18-04	TRACK A-B-C (CONTRACT 5609)
18-05	GIBSON TRANSFER ROADWAY
18A-00	TRACKS A-B-C-D (CONTRACT 5360) LONG TRACKS NO. 28 & 29
18F-00	TRACK # 16
18G-00	TRACK # 18
18H-00	LCL TRANSFER YARD TRACKS
18I-00	FLEXI FLO TERMINAL BLDGS AND TRACK C-D (CONTRACT 5609)
19-00	IHB MISC. EXPENSE
19-01	FUELING & STARTING M OF W EQUIPMENT
19D-00	REPAIRS TO IHB EQUIPMENT
24-00	GIBSON GENERAL OFFICE BLDG (D23A12)
35-00	AMERICAN STEEL FOUNDRY TRACKS
36A-00	DIESEL LOCO. FUEL OIL FACILITIES AT GIBSON, IND.
37-00	GIBS. AT GARY & WEST. SWITCHES S. TO THE N. BANK OF LITTLE CAL. RIVER
38-00	MICHIGAN AVE. YARD
48-00	SHOPPING CENTER - 165TH STREET
52-00	NYC BRIDGE NO. 1.67 CLINE AVE., GARY, IND.
53-00	NYC BRIDGE NO. 7.53 TENNESSEE ST., GARY, IND.
71-00	LOCAL FACILITIES
72-00	MC RR MAIN LINE TRACK #1, EAST OF CONNECTION 58 TO IVANHOE
73-00	COSDEN OIL & CHEMICAL CO.
74-00	TRACK # 85 (IHB CONNECTION) HAMMOND, IND.
75-00	KENSINGTON YARD FACILITIES, CHICAGO, ILL.
76-00	MC RR MAIN LINE TRACK #1, CALUMET PARK TO & INCLUDING CONNECTION 58
77-00	CONNECTING TRACKS, IVANHOE, IND.

ATTACHMENT K – INDIANA HARBOR BELT THIRD PARTY LEASES

K Date	Customer Name	IHB K #	Detail
6/12/1912	Arcelormittal USA INC.	570	Subway under tracks at Indiana Harbor, IN
7/1/1915	Norfolk Southern Corporation	857	Lnd in East Chicago
7/2/1918	4407 Railroad Holdings LLC.	1120	Drain Pipe in East Chicago IN
1/1/1919	Norfolk Southern Corporation	1262	Land in East Chicago IN
7/15/1924	4407 Railroad Holdings LLC.	1713	Sewer Pipe in East Chicago IN
5/19/1926	Buckeye Pipeline CO.	1894	Pipe Lines in East Chicago IN
9/16/1929	Arcelormittal Indiana Harbor INC.	2265	Bridge in Indiana Harbor IN
10/28/1929	City of East Chicago Water DEPT.	2301	Water Line at East Chicago IN
3/31/1938	BP Products NA	2996	permission to use and maintain a power line over right of way and track of IHB at riley road in East Chicago
4/1/1938	Buckeye Pipeline CO.	2933	10" oil pipe line under tracks and right of way of ihb in East Chicago and Hammond IN
6/13/1938	Buckeye Pipeline CO.	2960	Ten inch oil line under right of way IHB East Chicago IN
8/1/1939	Phillips Petroleum Company	3082	Pipe line in East Chicago IN
7/26/1941	Northern Indiana Public Service	3153	power Lines in Hammond IN
9/21/1942	The Prime Group Realty Trust	3245	Pipes in East Chicago IN
11/1/1942	Praxair INC.	3251	Pipe Lines in East Chicago IN
11/1/1942	Praxair INC.	3348	Pipe Lines in East Chicago IN
8/22/1944	Grace Davison	3435	Pipe at East Chicago IN
4/30/1948	BP Products NA	3759	Permit to construct, operate, maintain, repair, and renew a 8" case iron sewer encased in 16" sleeve under the tracks of IHB south of riley road west of canal street
5/4/1948	Northern Indiana Public Service	3749	power lines in East Chicago
5/4/1948	Northern Indiana Public Service	3750	guy wires and anchors in East Chicago
12/3/1948	Arcelormittal Indiana Harbor INC.	3786	Steam Line and Water Line in East Chicago IN
11/7/1949	The Prime Group Realty Trust	4278	Sewer in East Chicago IN

4/5/1950	Northern Indiana Public Service	3908	power Lines in Hammond IN
4/17/1950	Northern Indiana Public Service	3909	power lines in East Chicago
5/31/1950	Northern Indiana Public Service	3927	three guy wires and anchors in Whiting
7/19/1950	Northern Indiana Public Service	3938	stub pole guy wires and anchors in Whiting
4/25/1952	Praxair INC.	4122	Pipe Lines in East Chicago IN
7/15/1952	Phillips Petroleum Company	4124	Pipe Line in East Chicago IN
2/2/1953	AMG Resources Corp.	4135	Permits to install, repair, and maintain a 10" Water Main across ihb rr right of way East side of cline ave
3/10/1953	Arcelormittal Indiana Harbor INC.	4143	Sewer in East Chicago IN
9/10/1953	BP Pipelines (North America) INC	4179	permission to install and maintain 12" pipe line under R/W tracks East of Indianapolis Blvd. near riley road
9/1/1955	Arcelormittal Indiana Harbor INC.	4295	Pipes in East Chicago IN
11/14/1955	The Prime Group Realty Trust	5017	Sewer Line in East Chicago IN
9/1/1956	Northern Indiana Commuter	5270	Aerial Wire Line in Hammond
8/1/1957	Arcelormittal USA INC.	5047	Pipe Bridge crossing in East Chicago, IN
5/1/1958	Buckeye Pipeline CO.	5073	Pipe Line in East Chicago IN
7/1/1959	Marathon Pipeline Company	5131	Pipe Lines in East Chicago IN
9/1/1959	Marathon Pipeline	5132	Pipe Lines in East Chicago IN
4/1/1960	Buckeye Pipeline CO.	5201	Pipe Line in East Chicago IN
6/1/1960	Northern Indiana Public Service	5222	power line in Hammond
7/1/1961	West Shore Pipe Line CO.	5296	Pipe Line in Chicago, Dolton, Burnham IL and Hammond and East Chicago IN
11/1/1961	Buckeye Pipeline CO.	5374	8" petroleum products pipe line and 3" electrical conduit under tracks Columbus drive, East Chicago IN
11/1/1963	Northern Indiana Public Service	5395	power line in Whiting
2/1/1964	Arcelormittal Indiana Harbor INC.	5411	Aerial Power Line in East Chicago IN
7/1/1964	Northern Indiana Public Service	5424	power line in East Chicago
1/1/1965	Arcelormittal USA INC.	L&TH 271	Land and track in East Chicago IN

8/31/1965	Arcelormittal Indiana Harbor INC.	2892	Steam Line in East Chicago, IN
10/1/1965	Northern Indiana Public Service	5492	power line in Gary
12/7/1965	Arcelormittal Indiana Harbor INC.	1165	Subway in Indiana Harbor IN
9/21/1966	Northern Indiana Public Service	5537	power line in Hammond
1/1/1967	Northern Indiana Public Service	5562	Gas Main in Hammond IN
3/1/1967	Northern Indiana Public Service	5584	power line poles and guys in Hammond
11/1/1968	LB Steel	5641	Storm Sewers in East Chicago IN
4/15/1969	Arcelormittal Indiana Harbor INC.	5672	Sewer in East Chicago IN
1/1/1970	Praxair INC.	5676	East Chicago IN
4/1/1970	Wolverine Pipe Line Company	5687	Pipe in Hammond IN
12/1/1970	Northern Indiana Public Service	5715	power line in Hammond
1/1/1971	Buckeye Pipeline CO.	L&TH 312	Land in East Chicago IN
1/1/1972	BP Products NA	5736	use of abandoned 12" oil line on rr property along south side of riley road in East Chicago
9/1/1972	ExxonMobil Pipeline Company	5793	Pipe Line East of EJ&E Crossing
12/1/1972	Wolverine Pipe Line Company	5831	Pipe Line in Hammond IN
4/1/1973	Explorer Pipe Line Company	5794	Pipe line in East Chicago IN
9/21/1973	Wolverine Pipe Line Company	4185	Pipe Line in East Chicago IN
4/1/1975	Arcelormittal Indiana Harbor INC.	5853	Hydrogen Line in East Chicago IN
9/1/1975	Northern Indiana Public Service	5858	pipe line in Hammond
11/1/1975	Praxair INC.	5897	Pipeline in East Chicago IN
11/1/1976	Northern Indiana Public Service	5889	Power Line in Hammond
6/2/1977	BP Products NA	6267	construction, installation, operation & maintenance of a refined petroleum product pipeline under C&WI tracks near Burnham ave main line
6/30/1977	BP Pipelines (North America) INC	5913	permit to install, maintain, and use a 8 5/8" refined petroleum pipeline in valuation section VIA/3 in Hammond IN

8/1/1977	4407 Railroad Holdings LLC.	5922	Conduit and Fire Line in East Chicago IN
9/1/1978	Praxair INC.	L&TH 383	Land in Gary IN
11/1/1978	Tri-Fab Construction CO.	L&TH 381	Land in Hammond IN
2/1/1979	Superior Engineering CO.	L&TH 390	44k Sq. Feet for parking lot Hammond, IN
9/1/1980	Arcelormittal Indiana Harbor INC.	6004	Crossing in East Chicago IN
12/1/1980	Lamar Advertising Company	6016	Aerial Wire Line at G&W and Cline
5/1/1981	Praxair INC.	6036	Pipeline in East Chicago IN
6/1/1981	Arcelormittal USA INC.	L&TH 411	Parking lot in East Chicago, IN
8/1/1981	Comcast	6037	Coaxial Cable at Indianapolis Blvd & 112th Street
12/1/1981	Arcelormittal Indiana Harbor INC.	6042	Bridge in East Chicago IN
1/1/1982	Northern Indiana Public Service	6050	power line in Hammond
1/1/1982	Northern Indiana Public Service	6051	stub pole guys and anchors in Hammond
1/1/1982	Northern Indiana Public Service	6052	power line in Hammond
1/1/1982	Northern Indiana Public Service	6053	service cable in East Chicago
1/1/1982	Northern Indiana Public Service	6054	power line in East Chicago
1/1/1982	Northern Indiana Public Service	6055	power line in East Chicago
1/1/1982	Northern Indiana Public Service	6056	conduit in Whiting
1/1/1982	Northern Indiana Public Service	6057	power line in Hammond
1/1/1982	Northern Indiana Public Service	6058	power line and guy wires in Hammond
1/1/1982	Northern Indiana Public Service	6059	power line in Hammond
1/1/1982	Northern Indiana Public Service	6060	power line in Hammond
1/1/1982	Northern Indiana Public Service	6061	four guys and anchors in Hammond
1/1/1982	Northern Indiana Public Service	6062	seven guys and anchors in Whiting
1/1/1982	Northern Indiana Public Service	6063	power line in East Chicago

1/1/1982	Northern Indiana Public Service	6064	power line in East Chicago
1/1/1982	Northern Indiana Public Service	6065	conduit in East Chicago
1/1/1982	Northern Indiana Public Service	6066	power line in Hammond
1/1/1982	Northern Indiana Public Service	6067	gas main in East Chicago
1/1/1982	Northern Indiana Public Service	6068	Gas Main in Hammond IN
1/1/1982	Northern Indiana Public Service	6069	Pipe line in East Chicago IN
1/1/1982	Northern Indiana Public Service	6070	pipe line in Gary
12/1/1982	BP Products NA	5452	permit to install, maintain, and use two petroleum products pipe line and a telephone cable under right of way near riley road and canal street
8/13/1984	BP Products NA	6127	Permit to construct and maintain Five pipe lines under IHB tracks in East Chicago
10/1/1984	BP Pipelines (North America) INC	6131	Lease covering a 22" pipeline under ihb tracks in East Chicago
9/1/1985	BP Products NA	6168	Permission to construct and maintain six 12" oil lines in 16" sleeve, two 16" oil lines in 20" sleeve, and one 24" sleeve containing 8-4 electric conduits
10/21/1985	MCI Communication Services INC.	6187	Fiber Optic Cable in East Chicago IN
9/1/1987	The Prime Group	5924	Grade Crossings in East Chicago IN
3/1/1989	Buckeye Pipeline CO.	6266	Pipe Lines in Hammond IN
1/1/1990	Great Lakes Carbon Corp.	L&TH 498	Track in Gibson Yard Hammond IN
6/1/1990	St. Joseph Carmelite Home	L&TH 497	.21 Acres in East Chicago, IN
1/23/1991	Praxair INC.	6321	Pipeline in East Chicago IN
2/1/1991	Oneok North System Pipeline	5563	Gas Main in Hammond IN
11/1/1991	Northern Indiana Public Service	6342	Gas line in Hammond
4/15/1992	Hammond Water Works DEPT.	6352	Water Line in Hammond IN
11/27/1996	Kinder Morgan	6485	Storm Sewer Pipe in Hammond IN
9/15/1998	Praxair INC.	6518	Pipelines in East Chicago IN
11/17/1998	Arcelormittal USA INC.	6549	Use of IHB's Lake front yard tracks
8/1/2000	AGA Gas, Inc	6582	4" Sanitary Line, Hammond, Drawing #031-C-109
8/1/2000	AGA Gas, Inc	6583	4" Sanitary Line, Hammond, Drawing #031-C-109
8/31/2001	Wide Open West Holdings LLC	6594	Fiber Optic Cable in Hammond IN

3/5/2002	Sanitary District of Hammond	6602	Pipe in Hammond IN
4/1/2002	Northlake Auto Recyclers INC.	6586	Crossings in Hammond
6/20/2006	Lightcore (Centurytel Fiber CO)	6734	Fiber Optic Cable in East Chicago IN
1/1/2011	Right Angle Media	6816	Signboards

Attachment L

Conrail Properties
Areas & Valuation Map Locations

Non-Operating Property Not Maintained by IHB

Ref. No.	Line/Yard Description	Conrail Valuation Map#	City	Area (Acres)
1	Inland Steel	V281A-1	East Chicago	8.89
1-A	Main	V281A-1	East Chicago	0.69
2	Coal Arrow	V281Aa-2	East Chicago	8.01
38	Dune Park Abandoned	V281A-3	Gary	4.66
39	Dune Park Abandoned	V281A-3	Gary	8.89
40	Dune Park Abandoned	V281A-3	Gary	3.89
41	Dune Park Abandoned	V281A-3	Gary	6.68
62	Track Open Land	V281A-2	Gary	7.76
64	Open Land	V283A-1	Hammond	10.72
65	Gibson Yard (POE)	V281Ba-1	Hammond	89.01
16	Open Land	V281Ba-1	Hammond	3.49
17	Open Land	V281Ba-1	Hammond	4.79
Total acreage				149.44

EXHIBIT 3

SURFACE TRANSPORTATION BOARD

NOTICES OF EXEMPTION

DOCKET NO. FD 36099

INDIANA HARBOR BELT RAILROAD COMPANY—
TRACKAGE RIGHTS—CONSOLIDATED RAIL
CORPORATION, CSX TRANSPORTATION, INC.,
AND NORFOLK SOUTHERN RAILWAY COMPANY

DOCKET NO. FD 36100

CSX TRANSPORTATION, INC.—TRACKAGE RIGHTS—
CONSOLIDATED RAIL CORPORATION AND NORFOLK SOUTHERN
RAILWAY COMPANY

DOCKET NO. FD 36101

NORFOLK SOUTHERN RAILWAY COMPANY—TRACKAGE RIGHTS—
CONSOLIDATED RAIL CORPORATION AND CSX TRANSPORTATION, INC.

DOCKET NO. FD 36102

CONSOLIDATED RAIL CORPORATION—TRACKAGE RIGHTS—
CSX TRANSPORTATION, INC., AND NORFOLK SOUTHERN
RAILWAY COMPANY

In Docket No. FD 36099, Consolidated Rail Corporation ("Conrail"), CSX Transportation, Inc. ("CSXT"), and Norfolk Southern Railway Company ("NSR") will agree to grant local and overhead trackage rights to Indiana Harbor Belt Railroad Company ("IHB"). The trackage rights are over CSXT's Kensington Branch (Line Code 3256) (a/k/a "East-West Line") between CSXT Milepost 259.4 at the Ivanhoe intersection in Gary, Indiana, and Conrail Milepost 266.6 at the intersection of Alice Avenue in Calumet City, Illinois, and ancillary trackage; NSR's Danville Branch (Line Code 3250) (a/k/a the "Indiana Harbor Line") between Milepost 0.0 at the intersection of Block Avenue in East Chicago, Indiana, and Milepost 6.30+/- at the intersection of Little Calumet River in Hammond, Indiana, and ancillary trackage;

Conrail's Dune Park Branch (Line Code 3257) between Milepost 1.80 at the Ivanhoe intersection in Gary, Indiana, and Milepost 4.63 at the intersection of Chase Street in Gary, Indiana, and ancillary trackage; Conrail's Kensington Branch (Line Code 3256) between Conrail Milepost 266.6 at the intersection of Alice Avenue in Calumet City, Illinois, and Mile Post 270.6 at the intersection of 124th Street in East Chicago, Indiana, and ancillary trackage; Conrail's Cast Armour Lead (between the intersections of Dickey Road and Canal Street in East Chicago, Indiana) and Harbison Walker Lead (between the intersections of Indiana Harbor Canal and Kennedy Avenue in East Chicago, Indiana); and Conrail's Gibson Yard (between Howard Avenue and Kennedy Avenue in Hammond, Indiana), Gibson Transfer Yard (between Kennedy Avenue and Ivanhoe intersection in Gary, Indiana), and Michigan Avenue Yard (between Michigan Avenue and 144th Street in East Chicago, Indiana). The purpose of the trackage rights is to allow IHB to continue to provide rail service on the Conrail, CSXT, and NSR lines and ancillary trackage, as IHB has previously done under now-expired trackage rights agreements.

In Docket Nos. FD 36100, 36101 , and 36102, Conrail, CSXT, and NSR will grant each other local and overhead trackage rights over each other's lines and ancillary trackage described above. The purpose of the trackage rights is to recognize the rights of CSXT and NSR to full, joint and equal operations, including trackage rights, over these lines and ancillary trackage, [1] to grant Conrail equivalent trackage rights over CSXT's and NSR's lines, and to provide common terms for those trackage rights operations.

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[1] *See CSX Corp. and CSX Transp., Inc., Norfolk Southern Corp. and Norfolk Southern Ry. Co.—Control and Operating Leases/Agreements—Conrail, Inc. and Consolidated Rail Corp.*, 3 S.T.B. 196, 228-29 (1998).

The effective date of the exemptions is on or after March 16, 2017.[2]

As a condition to these exemptions, any employee adversely affected by the trackage rights will be protected by the conditions imposed in *Norfolk and Western Railway Co.—Trackage Rights—BN*, 354 I.C.C. 605 (1978), as modified by *Mendocino Coast Ry., Inc.—Lease and Operate*, 360 I.C.C. 653 (1980).

These notices are filed under 49 CFR § 1180.2(d)(7). Petitions to revoke one or more of the exemptions 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 transaction.

An original and 10 copies of all pleadings, referring to Docket Nos. FD 36099, 36100, 36102, or 36103 (as applicable) must be filed with the Surface Transportation Board, 395 E Street, SW, Washington, DC 20423-0001. In addition, a copy of each pleading must be served on Joel Cornfeld, Indiana Harbor Belt Railroad Company, 2721 161st Street, Hammond, IN 46323-1099; Robert M. Jenkins III, Mayer Brown LLP, 1999 K Street, NW, Washington, DC 20006-1101; Paul R. Hitchcock, CSX Transportation, Inc., 500 Water Street, J150, Jacksonville, FL 32202; and David L. Coleman, Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510.

Board decisions and notices are available on our website at WWW.STB.GOV.

Decided:

By the Board, Rachel D. Campbell, Director, Office of Proceedings

[2] Once exempted, the "Commencement Date" of the agreement between IHB and Conrail, CSXT, and NSR for compensation and other purposes will be January 1, 2017.

EXHIBIT 4

JUN 2 1 2002

AGREEMENT RELATING TO THE CONTRACTUAL RIGHTS AND OWNERSHIP INTEREST OF CONSOLIDATED RAIL CORPORATION WITH RESPECT TO THE INDIANA HARBOR BELT RAILROAD COMPANY

THIS AGREEMENT (the "IHB Agreement") relating to the contractual rights and ownership interest of Consolidated Rail Corporation ("CRC") with respect to the Indiana Harbor Belt Railroad Company ("IHB") and related matters, dated and effective as of August 22, 1998, is by and between CSX Corporation ("CSX") and Norfolk Southern Corporation ("NSC").

W I T N E S S E T H:

WHEREAS, all capitalized terms in this IHB Agreement have the respective meanings set forth in *Section 1*;

WHEREAS, CSX (or its wholly-owned subsidiary) and NSC (or its wholly-owned subsidiary) own all of the equity interests in CRR Holdings LLC ("LLC") and each of CSX and NSC has a 50% voting interest in LLC;

WHEREAS, LLC owns, directly or indirectly, all of the equity interests in Conrail Inc. ("CRR") and has received the approval of the Surface Transportation Board with respect thereto;

WHEREAS, CRR owns all of the equity interests in CRC;

WHEREAS, CRC is the owner of 51% of the common stock of IHB;

WHEREAS, various members of the CRR Group are parties to a number of contracts with IHB (the "IHB Contracts") providing, among other things, for the grant of trackage rights over the IHB System in favor of such members of the CRR Group and for the coordination of operations between members of the CRR Group and IHB;

WHEREAS, in recognition of the importance of the IHB Contracts to CRR and, consequently, to CSX's and NSC's operations, the parties hereto have agreed upon (i) a program to govern various matters relating to the IHB which will be effectuated through the exercise by CRC of its Ownership Rights and (ii) related matters; and

WHEREAS, the parties hereto desire to specify the terms of their agreement;

NOW, THEREFORE, in consideration of the premises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties hereto agree as follows:

Section 1. *Definitions.*

For purposes of this IHB Agreement, the following terms have the meaning specified or referred to in this Section, unless the context clearly requires otherwise:

"Appointed Directors" means the members of the board of managers, board of directors or similar governing body of LLC, CRR, CRC or IHB, and the officers of LLC, CRR or CRC, appointed or elected, directly or indirectly, by CSX or NSC, as the case may be.

"B&OCT" means the Baltimore & Ohio Chicago Terminal Railroad Company.

"B&OCT Lines" means the rail lines between the vicinity of Pine, Indiana, on the one hand, and Franklin Park, Illinois, on the other, and related facilities (including, without limitation, Barr Yard) owned, leased or licensed by the B&OCT.

"Blue Island Yard" means the Blue Island classification yard of IHB located in Riverdale, Illinois.

"CIS Agreement" means the agreement relating to the IHB System, dated October 31, 1907, between the IHB and the Chicago, Indiana and Southern Railroad Company, as amended.

"CRC" has the meaning given that term in the first paragraph of this IHB Agreement.

"CRR" has the meaning given that term in the preamble of this IHB Agreement.

"CRR Group" means CRR, CRC, each other controlled subsidiary of CRR (other than IHB), NYC and PRR.

"CRR Owned IHB Assets" means the portions of the IHB System owned by members of the CRR Group and leased or licensed to the IHB, including, without limitation, Gibson Yard, the Indiana Harbor Line and the East-West Line.

"CSX" has the meaning given that term in the first paragraph of this IHB Agreement.

"CSX Group" means CSX, CSXT and each other controlled subsidiary of CSX (including NYC).

"CSXT" means CSX Transportation, Inc., a wholly-owned subsidiary of CSX.

"East-West Line" means the rail line owned by members of the CRR Group from Ivanhoe, Indiana to the western end of their ownership near the state line between Indiana and Illinois.

"General Manager" means the general manager of IHB.

"Gibson Crossing" means the crossing of rail lines owned and leased by IHB at the east end of Gibson Yard.

"Gibson Yard" means the Gibson switching yard and adjacent facilities and property owned by members of the CRR Group and located in Hammond, Indiana.

"IHB" has the meaning given that term in the first paragraph of this IHB Agreement.

"IHB Agreement" has the meaning given that term in the first paragraph of this IHB Agreement.

"IHB Contracts" has the meaning given that term in the preamble of this IHB Agreement.

"IHB Owned Assets" means the portions of the IHB System owned by IHB.

"IHB System" means the rail lines and related facilities owned, leased or licensed by IHB.

"Indiana Harbor Line" means the rail line owned by members of the CRR Group from control point 502/Indiana Harbor to Osborn, Indiana (Milepost 6.3).

"LLC" has the meaning given that term in the preamble of this IHB Agreement.

"NSC" has the meaning given that term in the first paragraph of this IHB Agreement.

"NSC Group" means NSC, NSR and each other controlled subsidiary of NSC (including PRR).

"NSR" means Norfolk Southern Railway Company, a wholly-owned subsidiary of NSC.

"NYC" has the meaning given that term in the Transaction Agreement.

"Ownership Rights" means any rights to vote stock, appoint directors, bring suit and any other right or privilege available, by law or contract, to CRC as a stockholder in IHB.

"PRR" has the meaning given that term in the Transaction Agreement.

"Streator Line" means the rail line owned by members of the CRR Group between Osborn, Indiana (Milepost 6.3) and Streator, Illinois.

"Transaction Agreement" means the Transaction Agreement among CSX, CSXT, NSC, NSR, CRC, CRR and LLC, dated as of June 10, 1997.

Section 2. ***Exercise of Ownership Rights.***

Each of CSX and NSC agrees as follows, and will cause and direct each of its Appointed Directors to act accordingly, with respect to the exercise by CRC of its Ownership Rights:

(a) *In General.* The ownership interest of CRC in IHB will remain in CRC. Except as otherwise provided herein, CSX and NSC have an equal right to direct the exercise by CRC of its Ownership Rights, including, without limitation, the right to select an equal number of directors of IHB to be elected by CRC.

(b) *General Manager.* (1) CRC will cause the person selected by CSX and approved by NSC, which approval will not be unreasonably withheld or delayed, to be elected or appointed as General Manager.

(2) NSC may, from time to time in its reasonable discretion but no sooner than 12 months after the last change pursuant to this *Section 2(b)(2)*, require that a different person be selected, approved and elected or appointed as General Manager pursuant to *Section 2(b)(1)*.

(c) *IHB Contracts.* If any IHB Contract (other than an IHB Contract under which CRC as owner or lessor of designated rail lines or facilities has leased or granted operating

or trackage rights with respect to such lines or facilities to IHB) expires or is otherwise not in full force and effect or if any other agreement affecting the operations of any member of the CRR Group, the CSX Group or the NSC Group in connection with IHB expires or is otherwise not in full force and effect, CRC will take, and cause to be taken, appropriate steps to have new agreements executed or take, and cause to be taken, other actions necessary to preserve and maintain the interests of CSX and NSC as provided in this IHB Agreement.

(d) *Dispatching.* (1) Dispatching of trains over the IHB System ("IHB dispatching") will continue to be the responsibility of the IHB and will continue to be performed locally in the Chicago area.

(2) Except as otherwise provided herein, CSX will have the right to direct the exercise by CRC of its Ownership Rights with respect to IHB dispatching, including Gibson Crossing.

(3) If NSC becomes dissatisfied with the treatment of movements of members of the NSC Group in connection with IHB dispatching, NSC may give written notice of such dissatisfaction to CSX. Promptly after receipt of such written notice, the parties hereto will attempt to resolve such dispatching concerns. If the attempt does not reasonably resolve the concerns of NSC about IHB dispatching, NSC may request the right (described in *Section 2(d)(2)*) to direct the exercise by CRC of its Ownership Rights with respect to IHB dispatching. If CSX agrees with such request, NSC will have such right. If CSX disagrees with such request or fails to respond within 30 days, the matter will be submitted to binding arbitration pursuant to this IHB Agreement and the arbitrator will have the power to direct that NSC will have such right or such other remedy as the arbitrator may direct, subject to *Section 2(d)(1)*.

(4) From time to time, but no sooner than 12 months after the last change in authority to exercise the right described in *Section 2(d)(3)* or related arbitration pursuant to this IHB Agreement, the party hereto not then having such right may request a change pursuant to the provisions of this *Section 2(d)*.

(e) (1) *Blue Island Yard.* CSX will have the right to direct the exercise by CRC of its Ownership Rights with respect to the Blue Island Yard; *provided* that members of the NSC Group will be permitted to use the Blue Island Yard solely for purposes of moving, switching or handling traffic which is to and/or from IHB switched industries.

(2) *Gibson Yard.* CSX and NSC will direct the exercise by CRC of its Ownership Rights so that CSXT and NSR will each have full, joint and equal commercial access and usage rights with respect to Gibson Yard.

(f) (1) *Indiana Harbor Line.* NSC will have the right to direct the exercise by CRC of its Ownership Rights with respect to the Indiana Harbor Line (including dispatching, other than with respect to Gibson Crossing), which is allocated to PRR pursuant to the Transaction Agreement.

(2) *East-West Line.* CSX will have the right to direct the exercise by CRC of its Ownership Rights with respect to the East-West Line (including dispatching), which is allocated to NYC pursuant to the Transaction Agreement.

(g) *IHB Owned Assets and IHB Services.* (1) Except as otherwise provided herein, CSXT and NSR will direct the exercise by CRC of its Ownership Rights so that each will be granted the right to full, joint and equal use, including, without limitation, overhead trackage rights and access to IHB industries, of each of the IHB Owned Assets on a basis that is

comparable to that provided to members of the CRR Group (if such use was so provided) and that does not unreasonably interfere with the rights of others to use such Assets.

(2) Except as otherwise provided herein, CSXT and NSR will direct the exercise by CRC of its Ownership Rights so that each will be granted the right to full, joint and equal use of services provided by IHB, including, without limitation, switching services, on a basis that is comparable to that provided to members of the CRR Group (if such services were so provided) and that does not unreasonably interfere with the rights of others to use such services.

(3) If requested by either CSXT or NSR, CSXT and NSR will direct the exercise by CRC of its Ownership Rights so that the requesting party will similarly be provided third party rights on IHB, on a basis that does not unreasonably interfere with the rights of others to use such services.

(h) *Action with respect to CRC's exercise of contract rights.* To the extent that an action by IHB is necessary or advisable with respect to the effectuation of any of the actions by CRC provided for in *Section 4* of this IHB Agreement, CSX and NSC will direct the exercise by CRR of its Ownership Rights to cause the taking of such action by IHB.

(i) Nothing herein contained will be taken to authorize or direct the taking of any action which would be a violation of any fiduciary duty owed by a controlling stockholder to a corporation or to the other stockholders, or by the board of directors to the stockholders, or any of them, of a corporation. The parties hereto believe that the ordinary operations of the provisions herein should not result in any such breach of duty, but all the provisions hereof will be deemed to be subject to the terms of the preceding sentence. Should there be disagreement between the parties hereto as to such a matter, it will be handled as if it were a disagreement among directors provided for by *Section 3(b)*, and the result of the process therein provided will

govern the position to be taken by the parties hereto on such matter, subject to any determination by a regulatory authority or court to the contrary. Any member of the CRR Group, the CSX Group or the NSC Group which holds any valid contractual rights as to which IHB is a counterparty may exercise its rights to the same extent as if it were not a shareholder of IHB or a party controlling a shareholder of IHB.

Section 3. ***Effectuation Provisions.***

(a) *Attendance at Meetings.* Appointed Directors of IHB will consult with one another prior to any meeting or other action of the IHB Board of Directors, and will attend such meetings and act in accordance with Section 2, or will, to the extent permitted under law, take such actions as are in accordance with Section 2 by written consent.

(b) *Disagreements among Appointed Directors.* In the event that CSX's and NSC's Appointed Directors disagree as to the appropriate actions required to implement and effectuate the provisions of this IHB Agreement, the parties hereto will negotiate in good faith for 30 days to resolve such disagreement. If no agreement is reached within such 30-day period, the matter will be submitted to binding arbitration pursuant to *Section 6* of this IHB Agreement.

(c) In furtherance of this IHB Agreement, the parties hereto will use their best efforts, and will take or cause to be taken such actions as are necessary or advisable, to effectuate this IHB Agreement.

(d) The CSX Group and the NSC Group, respectively, will cause the directors of IHB nominated by them faithfully to observe the terms of this IHB Agreement and will instruct CRC to exercise any powers of removal it has over any such director who persists in any

violation of the terms of this IHB Agreement, the successor of such director to be nominated and elected as provided for in this IHB Agreement.

Section 4. ***Related Matters.***

(a) *CRC Assignments.* Each of CSX and NSC agrees as follows in their individual capacities and in their capacities as indirect shareholders of CRC, but not in their capacities as parties having the power to direct the actions of CRC as a shareholder of IHB:

(1) CRC will assign, in accordance with the Transaction Agreement, (a) its mainline fee interests and/or any other interests and rights in the Indiana Harbor Line and (b) all its rights and obligations under each of the IHB Contracts primarily relating to the Indiana Harbor Line, to PRR as part of the PRR Allocated Assets (as such terms are defined in the Transaction Agreement) or, if such assignment cannot be accomplished, CRC and CSX will provide PRR the benefits thereof in accordance with the Transaction Agreement; *provided* that, notwithstanding the Transaction Agreement, such assignment of CRC's fee interests and/or any other interests and rights in the Indiana Harbor Line (i) will be limited to interests in CRC's main line and will not include appurtenant branch lines or property and (ii) will not include any fee interests and/or any other interests and rights in Gibson Yard.

(2) CRC will assign, in accordance with the Transaction Agreement, (a) its mainline fee interests and/or any other interests and rights in the East-West Line and (b) all its rights and obligations under each of the IHB Contracts primarily relating to the East-West Line, to NYC as part of the NYC Allocated Assets (as such terms are defined in the Transaction Agreement) or, if such assignment cannot be accomplished, CRC and NSC will provide NYC the benefits thereof in accordance with the Transaction Agreement; *provided* that, notwithstanding

the Transaction Agreement, such assignment of CRC's fee interests and/or any other interests and rights in the East-West Line (i) will be limited to interests in CRC's main line and will not include appurtenant branch lines or property and (ii) will not include any fee interests and/or any other interests and rights in Gibson Yard.

(3) CRC will assign, in accordance with the Transaction Agreement, its rights and obligations under the CIS Agreement, to NYC as part of the NYC Allocated Assets (as such terms are defined in the Transaction Agreement) or, if such assignment cannot be accomplished, CRC and NSC will provide NYC the benefits thereof in accordance with the Transaction Agreement.

(4) Upon the accomplishment of the assignment referred to in *Section 4(a)(3)*, NYC will grant to NSR the right to full, joint and equal use of the rights so assigned to the extent such grant is consistent with such assignment.

(5) CRC will assign such of its other rights and obligations under other IHB Contracts as may be necessary or convenient to effectuate the intent of this IHB Agreement and permit the implementation of the operating plan of each party hereto.

(b) *CRR Owned IHB Assets*. Each of CSX and NSC agrees as follows, and will cause each member of the CSX Group and the NSC Group, respectively, to act accordingly, with respect to the CRR Owned IHB Assets:

(1) Except as otherwise provided herein, CSXT and NSR will each be granted the right to full, joint and equal use, including, without limitation, overhead trackage rights, of each of the CRR Owned IHB Assets.

(2) NSR will have the right to control the Indiana Harbor Line (including dispatching, other than with respect to Gibson Crossing), which is allocated to PRR pursuant to

the Transaction Agreement. Without regard to the ownership of the Indiana Harbor Line, CSXT will have unrestricted trackage rights on the Indiana Harbor Line in perpetuity on terms equivalent to the terms previously enjoyed by the parties and subject to the provisions of *Section 4(e)* hereof.

(3) CSXT will have the right to control the East-West Line (including dispatching), which is allocated to NYC pursuant to the Transaction Agreement. Without regard to the ownership of the East-West Line, NSR will have unrestricted trackage rights on the East-West Line in perpetuity on terms equivalent to the terms previously enjoyed by the parties and subject to the provisions of *Section 4(e)* hereof.

(c) *IHB Contracts.* If any IHB Contract under which CRC as owner or lessor of designated rail lines or facilities has leased or granted operating or trackage rights with respect to such lines or facilities to IHB expires or is otherwise not in full force and effect, otherwise than by reason of the succession of the CSX Group or the NSC Group to the status of CRC as such owner or lessor, CRC will take, and cause to be taken, such actions to have new agreements executed on the same basis as and for a term of years equal to the expiring agreement, or take, or cause to be taken, such other actions as may be agreed to by CSX and NSC; *provided*, however, that (i) with respect to any such IHB Contract relating to the Indiana Harbor Line, CRC shall take such actions, if any, as may be directed by PRR and/or NSC, and (ii) with respect to any such IHB Contract relating to the East-West Line, CRC shall take such actions, if any, as may be directed by NYC and/or CSX.

(d) *B&OCT Lines.* (1) CSX has agreed, and will cause each member of the CSX Group to act accordingly, to grant NSR (i) overhead trackage rights over the B&OCT Lines, (ii) the right to enter and exit at B&OCT's Barr Yard for set out or pick up of rail cars and

interchange with B&OCT and its affiliates and (iii) the right to enter and exit at or near Blue Island for access to IHB.

(e) If CSXT and NSR pay different rates for use of any given part of the IHB System or for the same provision of services by IHB, then the party paying a lower rate will reimburse the party paying a higher rate, monthly within 30 days of receipt of a statement therefor, in an amount sufficient to true up and equalize such base rates for such use of any given part of the IHB System or for the same provision of services for such month, as between the party paying the lower rate and the party paying the higher rate so that both parties are paying the same or equalized rate for such given use of any given part of the IHB System or for the same provision of services.

Section 5. *Term.*

This IHB Agreement will become effective upon its execution, which is to be on the "Control Date" referred to in the Transaction Agreement; *provided* that the operational matters provided for in Sections 2(b), 2(d) (2)-(4), 2(e), 2(f), 2(g), 4(a)(1)-(5), 4(b), 4(d) and 4(e) will not come into effect until the "Closing Date" referred to in the Transaction Agreement, but the parties shall take all actions provided for in this Agreement from and after the Control Date to cause those operational matters to be authorized (including any required authorization by IHB) to go into effect from and after the Closing Date. This IHB Agreement will remain in effect until the 25th anniversary of such Closing Date, subject to the right of CSX and NSC (i) to agree prior to the 23rd anniversary of such date to the extend this IHB Agreement until the 35th anniversary of such date and (ii) if so extended to such 35th anniversary, to agree prior to the 33rd

anniversary of such date to further extend this IHB Agreement until the 45th anniversary of such date.

Section 6. *Arbitration.*

Any dispute, controversy or claim (or any failure by the parties to agree on a matter as to which this IHB Agreement expressly or implicitly contemplates subsequent agreement by the parties, except for matters left to the sole discretion of a party) arising out of or relating to this IHB Agreement, or the breach, termination or validity hereof, will be finally settled through binding arbitration by a sole, disinterested arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator will be jointly selected by the parties but, if the parties do not agree on an arbitrator within 30 days after demand for arbitration is made by a party, they will request that the arbitrator be designated by the American Arbitration Association. The award of the arbitrator will be final and conclusive upon the parties. Each party to the arbitration will pay the compensation, costs, fees and expenses of its own witnesses, experts and counsel. The compensation and any costs and expenses of the arbitrator will be borne equally by the parties. The arbitrator will have the power to require the performance of acts found to be required by this IHB Agreement, and to require the cessation or nonperformance of acts found to be prohibited by this IHB Agreement. The arbitrator will not have the power to award consequential or punitive damages. The arbitrator's award will be binding and conclusive upon the parties to the fullest extent permitted by law. Judgment upon the award rendered may be entered in any court having jurisdiction thereof, which court may award appropriate relief at law or in equity. All proceedings relating to any such arbitration, and all testimony, written submissions and award, of the arbitrator therein, will

be private and confidential as among the parties, and will not be disclosed to any other person or entity, except as required by law and except as reasonably necessary to prosecute or defend any judicial action to enforce, vacate or modify such arbitration award.

Section 7. *Notices.*

Any notice given by a party hereto to the other under this IHB Agreement will be deemed delivered on the date sent by registered mail, or by such other means as the parties may agree, and will be addressed to the other party as follows:

(A) If to CSX:

CSX Corporation
One James Center
901 East Cary Street
Richmond, Virginia 23219
Telecopy number (904/783-1380)
Attention: Mark G. Aron, Esq.
Peter J. Shudtz, Esq.

and

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

(B) If to NSC:

Vice President Transportation and Mechanical
Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510-2191

Each party may from time to time change its above address by written notice delivered to the other party.

Section 8. *No Partnership.*

Nothing in this IHB Agreement will be construed to establish a partnership or joint venture between CSX and NSC or any of their affiliates or associates.

Section 9. *Entire Agreement.*

This IHB Agreement and the Transaction Agreement, including the other Ancillary Agreements (as defined in the Transaction Agreement) constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, except the letter agreement dated April 8, 1997 between CSX and NSC to the extent such April 8, 1997 letter agreement covers matters not addressed or amended hereby or in the Transaction Agreement or the Ancillary Agreements (as defined in the Transaction Agreement); *provided* that it is the intent of the parties that this IHB Agreement will be an effectuation of such April 8, 1997 letter agreement consistent with its terms, and that the provisions of this IHB Agreement will be interpreted to give effect to such April 8, 1997 letter agreement; and *provided further* that, in the event of any inconsistency between the terms of this IHB Agreement and such April 8, 1997 letter agreement, this IHB Agreement will prevail.

Section 10. *Amendment and Waiver.*

Any amendment to this IHB Agreement must be in writing and executed and delivered by CSX and NSC, subject to any jurisdiction of the Surface Transportation Board.

Any waiver of any term or provision of this IHB Agreement must be in writing and executed and delivered by the party entitled to enforcement of such term or provision.

Section 11. ***Severability.***

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

Section 12. ***Interpretation.***

This IHB Agreement was drafted jointly by CSX and NSC, each of which was advised by its own counsel and other advisors concerning all of the terms and provisions hereof; accordingly, any ambiguity herein should not be construed in favor of or against either of them.

Section 13. ***Headings.***

Headings of Sections and paragraphs in this IHB Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of any term or provision of this IHB Agreement.

Section 14. ***Parties.***

This IHB Agreement will inure to the benefit of and be binding upon CSX and NSC and any successor of either of them by operation of law, and any assignee agreed to by them in accordance with *Section 15*, and nothing in this IHB Agreement is intended or will be construed to give any other person or entity any legal or equitable right, remedy or claim under or with respect to this IHB Agreement or any term or provision hereof.

Section 15. ***Assignment.***

(a) *Limitation*. Except as provided in *Section 15(b)*, neither this IHB Agreement nor any of the rights, interests or obligations hereunder, will be assigned by either party, including by operation of law, without the prior written consent of the other party (except to a controlled subsidiary), which consent may be given or refused in the sole discretion of each party.

(b) *Successor*. Either party without the consent of the other party may assign all of its rights and obligations under this IHB Agreement only to any successor in the event of a merger, consolidation, a sale of all or substantially all its assets (but only if such sale includes all or substantially all routes and lines owned by such party), if such assignee executes and delivers to the other party hereto an agreement reasonably satisfactory in form and substance to such other party under which such assignee, which is reasonably satisfactory to the other party, assumes and agrees to perform and discharge all the obligations and liabilities of the assigning party; *provided*, that any such assignment will not relieve the assigning party from the performance and discharge of such obligations and liabilities.

Section 16. *Governing Law.*

This IHB Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to such Commonwealth's choice of law provisions except to the extent that the internal affairs of a corporation are governed by the law of its state of incorporation.

IN WITNESS WHEREOF, the parties hereto have caused this IHB Agreement to be executed in duplicate original by their duly authorized officials.

WITNESS:

CSX CORPORATION

By: Paul R Goodwin

Title: _____

WITNESS:

NORFOLK SOUTHERN CORPORATION

By: _____

Title: Vice Chairman and Chief Operating officer