

September 25, 2006

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Room 700
Washington, D.C. 20423

Re: Supplement to Reply of the Village of Croton-on-Hudson in Opposition to Motion of RS Acquisition Co., LLC to Dismiss Complaint, *Village of Croton-on-Hudson, New York v. Buffalo Southern Railroad, Inc., et al.*, Finance Docket No. 34905

Dear Secretary Williams:

On August 21, 2006, RS Acquisition Co., LLC ("RSA") served its Motion of RS Acquisition Co., LLC and Northeast Interchange Railway, LLC to Dismiss Complaint in this proceeding. RSA took the position that only Buffalo Southern Railroad, Inc. ("BSOR") is a proper defendant to the Formal Complaint filed by the Village of Croton-on-Hudson (the "Village").

In its Reply of the Village of Croton-on-Hudson in Opposition to Motions of Greentree Realty, LLC, RS Acquisition Co., LLC and Northeast Interchange Railway, LLC to Dismiss Complaint (filed and served on August 29, 2006), the Village stated (at 2-4) that RSA is a proper subject of the requested investigation because it leased the property and track at issue to BSOR and worked closely with BSOR.

After the Village filed its Reply, the Village received from BSOR a "Notice of Motion" filed with the United States District Court for the Southern District of New York in *Buffalo Southern Railroad, Inc. v. Village of Croton-on-Hudson, et al.*, No. 06 CIV. 3755. That Notice attached an Interim Track Agreement for the tender and receipt of freight rail traffic among CSX Transportation, Inc., RSA and BSOR, dated and effective as of August 9, 2006. RSA executed the Interim Track Agreement, providing further evidence that RSA is actively involved in the conduct giving rise to the Formal Complaint and is thus an appropriate defendant in Finance Docket No. 34905. The Village hereby submits as Exhibit A the attached Interim Track Agreement as a supplement to its opposition to RSA's motion for dismissal.

ARNOLD & PORTER LLP

Honorable Vernon A. Williams
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The Village is efilng this letter. By my signature below, I certify that a copy of this letter has been served by electronic mail and first class mail postage pre-paid on all parties of record.

Thank you for your assistance. If you have any questions, call or email me.

Sincerely yours,

A handwritten signature in cursive script that reads "Mary Gabrielle Sprague".

Mary Gabrielle Sprague
Attorney for the Village of Croton-on-Hudson

Enclosure

EXHIBIT "A"

INTERIM TRACK AGREEMENT

THIS INTERIM TRACK AGREEMENT (the "Agreement"), dated and effective as of August 9, 2006, by and among CSX TRANSPORTATION, INC., ("CSXT") a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, Attn.: Property Services J-180; R.S. Acquisition Co., LLC ("Lessee"), a New York limited liability company, whose address is 2730 Transit Rd, West Seneca, NY 14224; and Buffalo Southern Railroad, Inc., ("BSOR"), a New York corporation, whose address is 8600 Depot Street, Eden, New York 14057.

RECITALS

WHEREAS, Lessee is the lessee of certain tracks located at Croton-on-Hudson, NY, referred to as "BSOR's Segment," as more particularly described herein; and

WHEREAS, Lessee represents that the BSOR's Segment of the Sidetrack and related facilities have been leased to Lessee, a wholly owned subsidiary of Regus Industries, LLC by the owner, Greentree Realty, LLC ("Owner") and that Lessee has the right under the lease to enter into and perform this Agreement; and

WHEREAS, Lessee represents that it has subleased the BSOR's Segment to BSOR to perform services on the BSOR's Segment, such as switching, loading and unloading of railcars for various rail customers that wish to tender and receive railcars on the BSOR's Segment; and

WHEREAS, BSOR asserts that it is acting as a common carrier railroad when performing the services on the BSOR's Segment and adjacent facilities and CSXT asserts that BSOR is functioning as a private industrial switching railroad when providing such services; and

WHEREAS, the United States District Court for the Southern District of New York in Buffalo Southern Railroad, Inc. v. Village of Croton-On-Hudson, et. al., Ob CIV. 3755 (cm) has issued a decision and order dated June 12, 2006 (the "Decision"), as incorporated herein by reference, which raises some issues about which the parties are not in full agreement; and

WHEREAS, while the parties still disagree regarding their own positions and views regarding the Decision and related provisions, the parties do agree that rail service should be provided to rail customers who wish to receive or tender rail shipments on the tracks, as defined below, on an interim basis as provided in this Agreement;

NOW THEREFORE, in view of the foregoing premises, and in further view of other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

1. PURPOSE:

1.1 The purpose of this Agreement is to detail the provisions of the maintenance and use of tracks Nos. 701 and 702 (jointly, the "Tracks") for the tender and receipt of rail freight traffic for the account of various rail customers. The Tracks, which consist of the track structure (rails, ties and fastenings), ballast, grading, drainage structure, turnout, bumping post and other appurtenances are located at or near Croton-On-Hudson, in the County of Westchester, State of New York, as shown on attached Plan No. C060025, dated April 20, 2006, and last revised as of May 26, 2006 (hereinafter the "Plan").

2. OWNERSHIP AND CONSTRUCTION:

2.1 The Tracks and adjacent facilities, as shown on the Plan, have been constructed. Metro-North Commuter Railroad ("METRO") owns that portion of Track No. 701 from Point of Switch (hereinafter "P.S.") in connecting mainline track at Milepost QC-33.90, Valuation Station 1790+03 =0+00, to Track Station 3+02 (hereinafter "METRO's Segment"). Owner owns the remainder of Track No. 701, and all of Track No. 702 (hereinafter collectively, "BSOR's Segment").

3. GOVERNMENTAL REQUIREMENT(S):

3.1 Subject to the disagreement referred to, and the terms and conditions set forth, in section 14.4 below, BSOR agrees, at its sole expense, to comply with all applicable laws and regulations and to obtain all necessary applicable governmental permits, authorizations, orders and approvals (hereinafter collectively "Applicable Governmental Requirement(s)") necessary for the maintenance and use of BSOR's Segment of the Sidetrack. BSOR agrees to otherwise indemnify and hold CSXT and METRO harmless from BSOR's failure to comply with or to obtain the Applicable Governmental Requirement(s).

4. MAINTENANCE:

4.1 METRO (through a separate arrangement with CSXT) will inspect, maintain and renew METRO's Segment of the Sidetrack and BSOR will inspect, maintain and renew Owner's Segment of the Sidetrack: (A) in accordance with the Federal Railroad Administration's Track Safety Standards, (49 C.F.R. Part 213); (B) and Railroad Worker Safety Regulations (49 C.F.R. Part 214); and (C) in a safe condition, consistent with the operating circumstances and amount of use. Prior to each entry of upon BSOR's Segment of the Sidetrack for inspection, maintenance or renewal purposes, BSOR shall contact local representatives of CSXT and METRO Operating and Engineering Departments and send written confirmation to the aforementioned CSXT and METRO local representatives for the dates and amount of time that BSOR's Segment will be out of service for such inspection, maintenance or renewal purposes. Additionally, BSOR agrees to keep BSOR's Segment free from debris, weeds, potholes, ice or snow, poles, temporary or permanent structures, other obstructions (Example: parked vehicles), and/or excavations. CSXT shall have the right, but not the duty, to inspect BSOR's Segment.

5. CLEARANCES:

5.1 Except as otherwise shown in the Plan, BSOR agrees to provide and maintain: (A)

the lateral clearance requirements (at least eight feet, six inches [8'6"] from either side of the centerline of the Owner's Segment of the Sidetrack, as increased for flat curves, superelevated curves and approaches thereto); and (B) the vertical clearance requirements (at least twenty-two feet [22'01" above the top of the rail), both as detailed in the CSXT document entitled "Guidelines and Specifications for Design and Construction of Commercial Tracks," as amended, supplemented or superseded (hereinafter the Specifications), for the entire length of BSOR's Segment of the Track. BSOR and CSXT (through METRO) further agree to provide and maintain increased lateral and/or vertical clearances, to the extent required by applicable statutes or regulations. Any clearance not in compliance with the foregoing is a "Close" clearance. Lateral and vertical clearances for power poles and lines must also comply with the National Electric Safety Code (NESC).

5.2 Notwithstanding the foregoing, and except as otherwise shown in the Plan, BSOR may maintain Close clearances on BSOR's segment of the sidetrack if: (A) Industry obtains a waiver from any conflicting Governmental Requirement(s); and (B) plans for such Close clearances have been provided to CSXT and are not rejected within sixty (60) days after the date of receipt. Industry agrees to install, maintain and replace (at its sole expense) any warning signs or lighting or make other adjustments regarding such Close clearances as may be required by CSXT or any Governmental Requirement(s).

5.3 Any gate installed across the Tracks must provide an appropriate clearance, as provided in the Specifications, and must be equipped with a double-end bar hasp so that CSXT may install its own lock. If CSXT is unable to open the gate to deliver or retrieve railcars, BSOR shall reimburse CSXT for its costs of making an additional trip to the Tracks.

6. RIGHT-OF-WAY:

6.1 BSOR is responsible for obtaining all necessary right-of-way (through ownership, easement, permit or otherwise), for BSOR's Segment of the Tracks that is not located on METRO's right-of-way. The width of such right-of-way must be, at a minimum, sufficient to provide for the Sidetrack and clearances, cuts, fills, drainage ditches, walkways or roads, as determined by CSXT.

6.2 BSOR shall not allow the construction of any road (public or private), gate, tunnel, bridge, culvert, pit, gasoline, pipe or similar items on, over, under or along BSOR's Segment of the Tracks without the written permission of CSXT. If CSXT's permission is granted, BSOR understands that a separate agreement might be necessary and that BSOR shall be responsible for the construction, maintenance, repair and removal costs of the foregoing items and ancillary structures, unless otherwise stated therein.

6.3 BSOR shall not block or permit the blockage of the sight view area of any road crossing over the Tracks.

7. RAIL SERVICE:

7.1. CSXT agrees, pursuant to the provisions of this Agreement, its tariffs, circulars, rules and rail transportation contracts, to operate over the Tracks in the delivery, placement and removal of railcars consigned to or ordered by various rail customers, at such times established by CSXT. BSOR will then switch the railcars to loading/unloading for the railcars, perform such loading or unloading of railcars for the rail customers and reposition the railcars on the Tracks for retrieval by CSXT. CSXT may also use BSOR's Segment of the Tracks for its own general or emergency operating purposes, so long as such purposes do not materially affect the use of the Sidetrack by BSOR. BSOR agrees to abide by all applicable provisions of this Agreement and Tariffs CSXT 8100/8200 Series, including, without limitation, those addressing responsibility for and payment of demurrage and other accessorial charges. BSOR agrees to be directly responsible to CSXT for all demurrage and accessorial charges against railcars of the aforementioned rail customers. CSXT agrees that BSOR may seek to be reimbursed by the rail customers for the aforementioned charges. CSXT reserves the right to cancel the Agreement for any breach of such provisions.

7.2 BSOR shall not permit the use of the Tracks by or for the account of rail customers desiring use of the Tracks without the written notice to CSXT. If such use occurs without such notice, BSOR assumes the same responsibilities, as stated in this Agreement for such use as if for its own account.

7.3 CSXT shall be deemed to have delivered any railcar consigned to or ordered by such rail customers when such railcar has been placed on BSOR's Segment, so as to allow access by BSOR, and CSXT's locomotive has uncoupled from the railcar. At that time, CSXT shall be relieved of all liability as a common or contract carrier or as a bailee, and possession of the railcar and its contents shall be transferred to BSOR. Similarly, any obligation of CSXT as a common or contract carrier or as a bailee shall not begin until it has coupled its locomotive to the loaded or empty railcars and departed the Tracks.

7.4 BSOR is responsible for all railcars and their contents until CSXT has reassumed possession of such railcars, as provided in Section 7.3. and assumes all responsibility for payment of all damage to any railcar and its contents that may occur during that time, even if caused by third parties.

7.5 If CSXT is unable to deliver a railcar on the Tracks for loading or unloading, due to acts of Lessee, BSOR or any third party, then such railcar will be considered as constructively placed for demurrage purposes at the time of attempted delivery.

8. HAZARDOUS MATERIALS:

8.1 The following provisions apply when the Tracks are used for the delivery or tender of any dangerous, flammable, explosive or hazardous commodity (hereinafter "Hazardous Materials"), as determined by the U.S. Department of Transportation under the Hazardous

Materials Transportation Act (49 U.S.C. §§ 1801, et seq.) and the Hazardous Materials Regulations (49 C.F.R. Parts 170-179) issued thereunder, as amended from time to time.

8.2 No Hazardous Materials shall be placed: (A) on the Tracks (except railcar shipments); (B) within the clearance requirements established herein; or (C) within one hundred (100) feet of METRO's connecting mainline track.

8.3 BSOR shall comply with all recommended practices of the Association of American Railroads and all Governmental Requirement(s) regarding the loading, unloading, possession, transfer and/or storage of Hazardous Materials, including but not limited to the installation and use of pollution abatement and control structures and other equipment that is prudent or required under such practices and/or Governmental Requirement(s).

8.4 In the event of a Hazardous Materials leak, spill, or release, BSOR shall immediately notify the appropriate Governmental Response Center and CSXT Operations Center and, at its sole expense, take all appropriate steps to clean, neutralize and remove the spill.

9. ALTERATIONS:

9.1 BSOR shall supply CSXT with construction plans of any addition, deletion or modification (hereinafter jointly the "Alterations") to BSOR's Segment of the Tracks, and obtain CSXT's written consent (which will not be unreasonably withheld) prior to making any Alterations. The Alterations are also subject to the provisions of CSXT's document entitled "Standard Guidelines And Specifications for the Design And Construction of Private Sidetracks" as amended; supplemented or superseded (hereinafter the "Specifications"). A current copy of the Specifications shall be furnished upon written request.

10. SUSPENSION AND TERMINATION:

10.1 CSXT may temporarily suspend its operations over the Tracks if, in its sole opinion, the condition of BSOR's or METRO's Segments of the Sidetrack are unsafe or if such operations would interfere with its common carrier duties. CSXT may impose the suspension orally, but shall also provide a written notice to BSOR regarding such temporary suspension.

10.2 Any party may terminate this Agreement upon the default of another party. The party claiming a default must provide the other parties with notice. If the default is not corrected within thirty (30) days of the date of such notice, the party claiming default may terminate this Agreement upon written notice to the other parties. Use of the Tracks by CSXT during any notice period shall not be considered as a waiver of any default claimed by it.

10.3 A sufficient number of railcar shipments must be tendered or received by the rail customers over the Sidetrack in order for CSXT to continue to provide service pursuant to this

Agreement. Should CSXT determine that the number of railcar shipments is insufficient, CSXT may notify BSOR and offer to continue to provide service pursuant to this Agreement in exchange for payment of an annual continuation charge from BSOR. The amount of the continuation charge may vary from year to year. BSOR shall have a period of thirty (30) days from the date of notice from CSXT within which to either accept or decline payment of the continuation charge. Should BSOR decline to pay the continuation charge or not respond during the thirty (30) day period, then CSXT shall have the right to suspend service over the Tracks or to terminate this Agreement upon notice to BSOR.

10.4 This Agreement will terminate, without the necessity of further notice, upon the abandonment of METRO's connecting mainline track.

10.5 The initial term of this Agreement is sixty (60) days from the aforementioned effective date, unless otherwise terminated as provided herein. Thereafter, this Agreement shall continue for an indefinite period of time until cancelled by any party for any reason at any time upon not less than fifteen (15) days written notice to the other parties.

10.6 Upon the termination of this Agreement, BSOR may remove any portion of its Segment, if any, that rests upon the right-of-way of METRO after appropriate coordination with METRO. If not removed within sixty (60) days after such termination, title to that remaining Segment will pass to METRO, who may then remove it and restore the underlying right-of-way at the expense of the prior owner.

11. LIABILITY AND INSURANCE:

11.1 Except as otherwise provided herein, any and all damages, claims, demands, causes of action suits, expenses, judgments and interest whatsoever (hereinafter collectively "Losses") in connection with injury to or death of any person or persons whomsoever (including employees, invitees and agents of the parties hereto) or loss of or damage to any property whatsoever arising out of or resulting directly or indirectly from the construction, maintenance, repair, use, alteration, operation or removal of the Sidetrack shall be divided between the parties as follows:

(A) Each party shall indemnify and hold the other parties harmless from all Losses arising from the indemnifying party's willful or gross negligence, its sole negligence and/or its joint or concurring negligence with a third party.

(B) The parties agree to jointly defend and bear equally between them all Losses arising from their joint or concurring negligence.

(C) Notwithstanding the foregoing, and irrespective of the sole, joint or concurring negligence of CSXT, BSOR acknowledges that it is solely responsible for and agrees to indemnify and save CSXT harmless from all Losses arising from: (i) the failure of BSOR to properly maintain BSOR's Segment of the Sidetrack; (ii) the alteration or removal of the Sidetrack by BSOR; (iii) the presence of a Close clearance on BSOR's Segment; or (iv) the explosion, spillage and/or presence of Hazardous Materials on its properties, facility or on Owner's Segment, but only when such Losses would not have occurred but for the dangerous nature of the

Hazardous Materials.

(D) The indemnities from Lessee and BSOR to CSXT under this section shall also include METRO.

11.2 BSOR at its sole cost and expense must procure and maintain in effect during the continuance of this Agreement, a policy of Railroad Liability Insurance (RL) naming CSXT, and METRO, as additional insureds, and covering liability assumed by BSOR under this Agreement. A coverage limit of not less than THREE MILLION DOLLARS AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is required for each policy to protect BSOR's assumed obligations. The evidence of insurance coverage shall be provided to CSXT and endorsed to provide for thirty (30) days' notice to CSXT prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.

If said CGL and RL insurance policy does not automatically cover BSOR's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by BSOR. If said RL policy is written on a "claims made" basis instead of a "per occurrence" basis, BSOR shall arrange for adequate time for reporting losses. Failure to do so shall be at BSOR's sole risk.

Securing such insurance shall not limit BSOR's liability under this Agreement, but shall be security therefor.

12. ASSIGNMENT:

12.1 This Agreement may not be assigned without the written consent of all parties, but shall be assumed by their successors through merger or acquisition.

12.2 Notwithstanding the provisions of Sections 12.1 or 10.4, CSXT may assign this Agreement to any new owner or operator of METRO's connecting mainline track.

13. MISCELLANEOUS:

13.1 Each provision of this Agreement is severable from the other provisions. If any such provision is ruled to be void or unenforceable, the remaining provisions will continue in full force and effect.

13.2 The section captions in this Agreement are for the convenience of the parties and are not substantive in nature. All words contained in this Agreement shall be construed in accordance with their customary usage in the railroad industry.

13.3 The failure of any party to enforce any provision of this Agreement or to

prosecute any default will not be considered as a waiver of that provision or a bar to prosecution of that default unless so indicated in writing.

13.4 All notices shall be in writing, shall be sent to the address contained in the introductory section and shall be considered as delivered: (A) on the next business day, if sent by telex, telecopy, telegram or overnight carrier; or (B) five (5) days after the postmark, if sent by first class mail.

13.5 The late payment of any charge due CSXT pursuant to this Agreement will result in the assessment of CSXT's then standard late fee and interest charges at the rate of eighteen percent (18%) per annum, or at the highest lawful rate, until payment in full is received.

13.6 Lessee and BSOR agree to reimburse CSXT for all reasonable costs (including attorney's fees) incurred by CSXT for collecting any amount due from those parties under this Agreement.

13.7 BSOR will comply with the Decision while it remains in effect during the term of this Agreement.

14. BSOR SWITCHING

14.1 BSOR shall have the right to switch, with its own trackmobile or locomotive power, over BSOR's Segment of the Sidetrack under the terms hereof for various rail customers desiring to tender or receive rail shipments over BSOR's Segment of the Sidetrack. However, in no event shall BSOR operate over METRO's Segment of the Sidetrack, or over any other trackage owned by METRO. Any trackmobile or locomotive used by BSOR to switch railcars on BSOR's Segment shall be disconnected from said railcars and locked and secured by BSOR when not in use. Further, in consideration therefor, BSOR assumes all risk of loss, damage, cost, liability, judgment and expense, (including attorneys' fees) in connection with any personal injury to or death of any persons, or loss of or damage to any property, whether employees of either BSOR, METRO, or CSXT or third persons, or property of either BSOR or CSXT or of other persons, that may be sustained or incurred in connection with, or arising from or growing out of, the operation of BSOR's trackmobile or locomotive power upon Owner's Segment of said Tracks.

14.2 BSOR shall switch railcars for such rail customers, including the loading and unloading of such railcars and shall "release" such railcars to CSXT when such services have been completed.

14.3 Nothing in this Agreement shall preclude BSOR from seeking to assert its position that it is a railroad common carrier in providing the services and obligations assumed by BSOR under this agreement by the filing of a petition or other document with the Surface Transportation Board ("STB") or its successor agency. Nothing in this Agreement shall waive or modify any right of CSXT to object to such filing with the STB, or successor agency.

14.4 As noted in the Recitals portion of this Agreement, BSOR asserts that it is acting as a common carrier railroad when performing the services and obligations contained in this Agreement and CSXT disagrees with that assertion and asserts that BSOR is acting as a private switch company when performing the services and obligations contained in this Agreement. In order that rail service can be

provided to applicable rail customers notwithstanding this dispute, all parties agree: (i) that the execution and performance of this Agreement does not waive or affect the legal positions that any party may assert regarding the common carrier or private carrier status of BSOR; (ii) that no party will assert that CSXT has recognized BSOR as a common carrier at the Sidetrack by CSXT's execution or performance of this Agreement and (iii) that no party will assert that BSOR has acknowledged that it is acting as a private switch carrier at the Sidetrack by BSOR's execution or performance of this Agreement.

14.5 BSOR will not be shown in the routing of any railcars for rail customers that tender or receive railcars over the Tracks. Instead, BSOR shall be shown as the "in care of party" of the rail customers on the Bills of Lading for inbound shipments and will not appear on the Bills of Lading for outbound shipments.

14.6 BSOR will not bill and CSXT will not pay BSOR for any switching, loading, unloading or other services requested by the rail customers and provided by BSOR pursuant to this Agreement. Instead, BSOR will look to the applicable rail customers or other third parties for any such payment.

14.7 BSOR acknowledged that it is not acting as an agent or subcontractor of CSXT in BSOR's performance of its services and obligations contained in this Agreement.

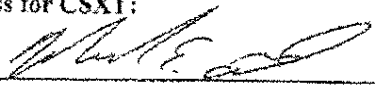
15. FURTHER NEGOTIATIONS:

15.1 All parties acknowledge that this Agreement is intended to be an interim matter designed to facilitate the movement of loaded and empty railcars to specified rail customers over the Tracks as provided herein. During the Term of this Agreement, all parties agree to further negotiations, in good faith, for the possible inclusions of additional provisions in this Agreement or in a subsequent agreement. Such additional provisions must, however, be acceptable to all parties for inclusion.

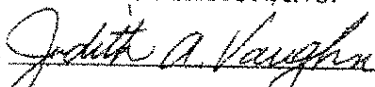
16. ENTIRE UNDERSTANDING:

16.1 This Agreement constitutes the entire understanding of the parties, is to be construed under the laws of the state in which the Sidetrack is located, may not be modified without the written consent of both parties, and has been executed by their duly authorized officials.

Witness for CSXT:



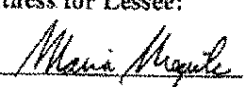
CSX TRANSPORTATION, INC.

By: 

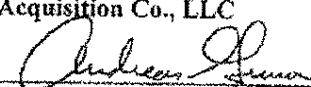
Print/Type Name: Judith A. Vaughn
Director

Print/Type Title: Corridor & Contract Administration

Witness for Lessee:



R.S. Acquisition Co., LLC

By: 

Who, by the execution hereof, affirms that
he/she has the authority to do so and to bind the
Industry to the terms and conditions of this
Agreement.

Print/Type Name: Andrew Y. Gerson

Print/Type Title: Chief Executive Officer

Witness for BSOR

Buffalo Southern Railroad, Inc.

By: _____

Who, by the execution hereof, affirms that
he/she has the authority to do so and to bind the
Industry to the terms and conditions of this
Agreement.

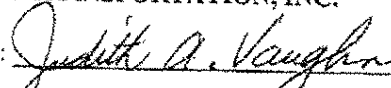
Print/Type Name: _____

Print/Type Title: _____

Witness for CSXT:



CSX TRANSPORTATION, INC.

By: 

Print/Type Name: Judith A. Vaughn
Director

Print/Type Title: Corridor & Contract Administration

Witness for Lessee:

R.S. Acquisition Co., LLC

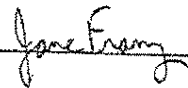
By: _____

Who, by the execution hereof, affirms that
he/she has the authority to do so and to bind the
Industry to the terms and conditions of this
Agreement.

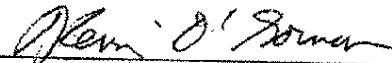
Print/Type Name: _____

Print/Type Title: _____

Witness for BSOR



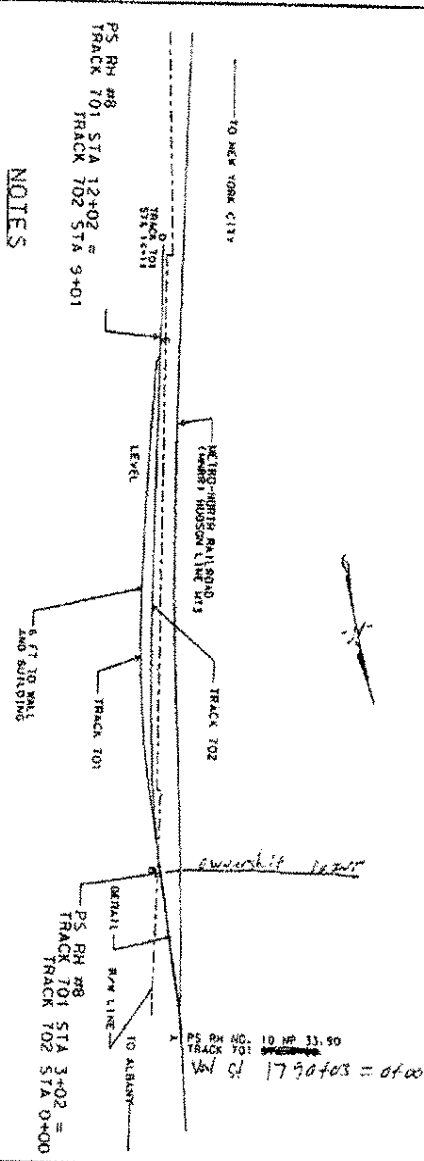
Buffalo Southern Railroad, Inc.

By: 

Who, by the execution hereof, affirms that
he/she has the authority to do so and to bind the
Industry to the terms and conditions of this
Agreement.

Print/Type Name: Kevin O'Gorman

Print/Type Title: C.E.O.



NOTES

- A-B 302' OF TRACK 701 OWNED AND MAINTAINED BY MNR
 - B-C 900' OF TRACK 701 OWNED AND MAINTAINED BY INDUSTRY
 - C-D 209' OF TRACK 701 OWNED AND MAINTAINED BY INDUSTRY
 - B-C 901' OF TRACK 702 OWNED AND MAINTAINED BY INDUSTRY
- LESS THAN STANDARD CLEARANCE EXISTS.

		ENGINEERING DEPARTMENT ALBANY DISTRICT	
REVISIONS S-2-0-05 MEA		EXISTING SIDE TRACK FOR NORTHEAST INTERCHANGE RAILWAY LLC DC 33.90	
ALBANY DIV. DATE: 04/20/06 DRAWN: HKA CHECKED: FXG		MNR HUDSON LINE NEW YORK DRAWING NO. C060025	