

FLETCHER & SIPPEL LLC

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www.fletcher-sippel.com

ROBERT A. WIMBISH
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rwimbish@fletcher-sippel.com

308180
April 11, 2024

ENTERED
Office of Proceedings
April 11, 2024
Part of
Public Record

VIA ELECTRONIC FILING

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W., Room 1034
Washington, DC 20024

Re: **FD 36736**
Youngstown & Southeastern Railroad, LLC— Trackage Rights
Exemption — Ohio and Pennsylvania Railroad Company

Dear Ms. Brown:

Attached is a **Verified Notice of Exemption of the Youngstown & Southeastern Railroad, LLC Pursuant to 49 C.F.R. § 1180.2(d)(7)** and a **Motion for Protective Order** dated April 11, 2024. The filing fee of \$1,500.00 has been paid via Pay.gov.

If you have any questions regarding this filing, please feel free to contact me.
Thank you for your assistance on this matter. Kind regards.

Respectfully submitted,

/s/ *R. A. Wimbish*

Robert A. Wimbish
Attorney for the Youngstown & Southeastern
Railroad, LLC

Enclosure

FILED
April 11, 2024
SURFACE
TRANSPORTATION BOARD

FEE RECEIVED
April 11, 2024
SURFACE
TRANSPORTATION BOARD

BEFORE THE
SURFACE TRANSPORTATION BOARD

FD 36736

YOUNGSTOWN & SOUTHEASTERN RAILROAD, LLC
— TRACKAGE RIGHTS EXEMPTION —
OHIO AND PENNSYLVANIA RAILROAD COMPANY

**VERIFIED NOTICE OF EXEMPTION OF
YOUNGSTOWN & SOUTHEASTEN RAILROAD, LLC
PURSUANT TO 49 C.F.R. § 1180.2(d)(7)**

Robert A. Wimbish
Bradon J. Smith
Fletcher & Sippel LLC
29 North Wacker Drive, Suite 800
Chicago, Illinois 60606
rwimbish@fletcher-sippel.com
(312) 252-1516

**ATTORNEYS FOR THE YOUNGSTOWN &
SOUTHEASTERN RAILROAD, LLC**

Dated: April 11, 2024

BEFORE THE
SURFACE TRANSPORTATION BOARD

FD 36736

YOUNGSTOWN & SOUTHEASTERN RAILROAD, LLC
— TRACKAGE RIGHTS EXEMPTION —
OHIO AND PENNSYLVANIA RAILROAD COMPANY

**VERIFIED NOTICE OF EXEMPTION OF THE
YOUNGSTOWN & SOUTHEASTERN RAILROAD, LLC
PURSUANT TO 49 C.F.R. § 1180.2(d)(7)**

The Youngstown & Southeastern Railroad, LLC (“YS”) hereby seeks authorization pursuant to this Notice of Exemption (“Notice”) to acquire trackage rights from Ohio and Pennsylvania Railroad Company (“OHPA”) under 49 C.F.R. § 1180.2(d)(7). The trackage rights are over a segment of railroad OHPA owns known as the “River Track” from milepost 0.4 at Youngstown, Ohio, to milepost 1.5 in Lowellville, Ohio.

Per the notice requirements of 49 C.F.R. § 1180.4(g), YS submits the following information:

Description of the Proposed Transaction: 49 C.F.R. § 1180.4(g)(ii)(A-C) and 49 C.F.R. § 1180.6(a)(1)(i)

YS is a Class III common carrier railroad. A YS predecessor, Youngstown & Southeastern Railroad Company, obtained overhead trackage rights over OHPA incidental to acquisition of certain rail lines between Youngstown and Darlington, Pennsylvania.¹ The new overhead trackage rights over the River Track encompassed by this Notice will formalize YS’s

¹ See *Youngstown & Southeastern Railroad Company – Acquisition and Operation Exemption – Mule Sidetracks, LLC*, FD 36342 (STB served Aug. 30, 2019) at n.1; *Youngstown & Southeastern Railroad, LLC – Acquisition and Operation Exemption – Youngstown & Southeastern Railroad Company*, FD 36415 (STB served July 1, 2020).

interchange point with CSX Transportation, Inc. (“CSXT”) at CSXT’s Lowellville Yard. The new rights derive from an “Amending Agreement” to an earlier trackage rights agreement governing YS’s operations over two related segments of railroad, the “Canfield Segment” and the “Struthers Segment.”²

The full name and address of the applicant carrier is:

Youngstown & Southeastern Railroad, LLC
7450 W. 130th Street, Suite 100
Overland Park, KS 66213

Any questions on this Notice should be sent to YS’s representative:

Robert A. Wimbish
Fletcher & Sippel LLC
29 North Wacker Drive, Suite 800
Chicago, IL 60606
(312) 252-1500

Proposed Time Schedule for Consummation: 49 C.F.R. § 1180.4(g)(ii)(D) and 49 C.F.R. § 1180.6(a)(1)(ii)

YS will consummate this transaction on or after the effective date of this Notice.

Purpose Sought to Be Accomplished: 49 C.F.R. § 1180.6(a)(1)(iii)

The transaction will more clearly establish YS’s interchange point with CSXT.

States in which Applicant’s Property is Located: 49 C.F.R. § 1180.6(a)(5)

YS owns and operates property in Ohio and Pennsylvania.

² The Amending Agreement confirms the scope of the “Struthers Segment” (Notice Exhibit B-1, ¶2.); and merely adds to the scope of the original trackage rights agreement by granting Y&S overhead rights over the River Segment. The Amending Agreement refers to a rail customer, Lally Pipe, but only to provide that YS may serve that customer strictly for the account of (and as agent for) OHPA. YS will have no rights independent of OHPA to serve Lally Pipe.

Map - Exhibit A: 49 C.F.R. § 1180.6(a)(6)

A map of the River Track is attached as Exhibit A.

Agreements-Exhibit B: 49 C.F.R. § 1180.6(a)(7)(ii)

The redacted versions of the “Overhead Trackage Rights Agreement,” and “Amending Agreement” are attached, along with an unredacted “Amendment to Amending Agreement” as Public Exhibit B. Unredacted versions of each of these three documents are offered under seal as Highly Confidential Exhibit B pursuant to a concurrently-filed Motion for Protective Order.

Labor Protective Conditions: 49 C.F.R. § 1180.4(g)(1)(i)

YS does not anticipate any railroad employees of either of the involved carriers would be affected by the authorization and effectuation of the subject trackage rights arrangement. Nevertheless, YS acknowledges that this transaction is subject to the employee protective conditions set forth in *Norfolk & Western Ry. Co.—Trackage Rights — BN*, 354 I.C.C. 605 (1978), as modified in *Mendocino Coast Ry. Inc.—Lease and Operate*, 360 I.C.C. 653 (1980),

Environmental and Historic Preservation Matters: 49 C.F.R. § 1180.4(g)(3)

Under 49 C.F.R. § 1105.6(c)(4), the proposed trackage rights transaction is exempt from environmental reporting requirements. Similarly, under 49 C.F.R. § 1105.8(b)(3), the proposed trackage rights transaction also is exempt from historic preservation reporting requirements.

Respectfully submitted,

/s/ *R. A. Wimbish*

Robert A. Wimbish

Bradon J. Smith

Fletcher & Sippel LLC

29 North Wacker Drive, Suite 800

Chicago, Illinois 60606

rwimbish@fletcher-sippel.com

(312) 252-1500

**ATTORNEYS FOR THE YOUNGSTOWN &
SOUTHEASTERN RAILROAD, LLC**

Dated: April 11, 2024

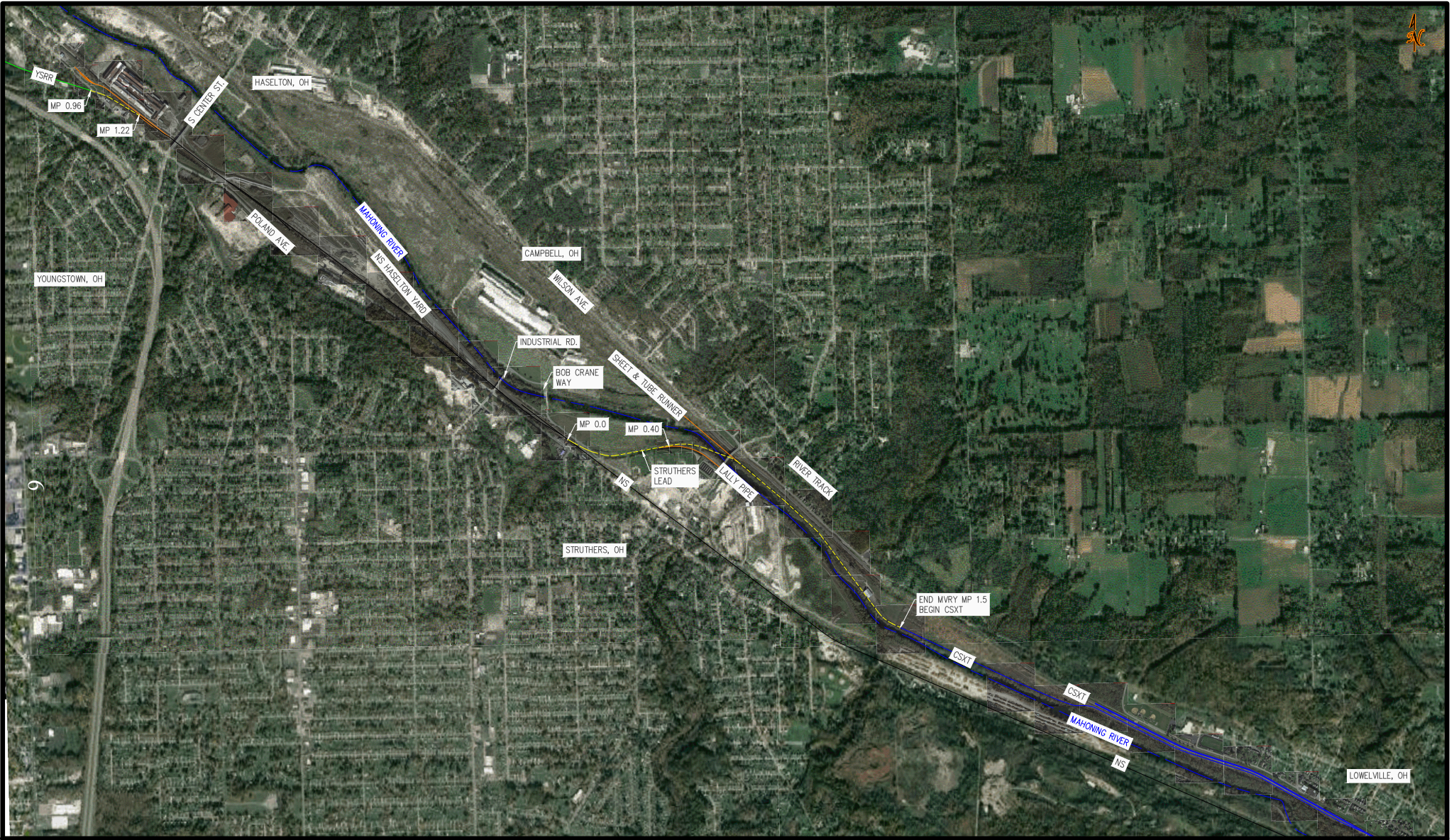
**BEFORE THE
SURFACE TRANSPORTATION BOARD**

FD 36736

**YOUNGSTOWN & SOUTHEASTEN RAILROAD, LLC
— TRACKAGE RIGHTS EXEMPTION —
OHIO AND PENNSYLVANIA RAILROAD COMPANY**

EXHIBIT A

MAP



REVISIONS



GENESEE & WYOMING
INDUSTRIAL DEVELOPMENT

- OHPA
 - YSRR
 - NS
 - YSRR Trackage Rights
 - CSXT
- SCALE 1" = 1700'

OHPA - YSRR Trackage Rights Map
Youngstown, OH

DRAWN: JMM
DESIGNED: JMM
CHECKED: JMM
DATE: 06/15/23

LAYOUT 1

DRAWING NO.
SP.01
SHEET 1 OF 1

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

FD 36736

**YOUNGSTOWN & SOUTHEASTEN RAILROAD, LLC
— TRACKAGE RIGHTS EXEMPTION —
OHIO AND PENNSYLVANIA RAILROAD COMPANY**

PUBLIC EXHIBIT B

**OVERHEAD TRACKAGE RIGHTS AND
AMENDING AGREEMENTS**

MAR-8-2006 10:41A FROM: COLUMBI COUNTY PD 330-386-1122

15013745463

PD36738

EXHIBIT B-1

HIGHLY CONFIDENTIAL
SUBJECT TO PROTECTIVE ORDEROVERHEAD TRACKAGE RIGHTS AGREEMENT

THIS AGREEMENT, entered into as of this 7th day of May, 2001, by and between CENTRAL COLUMBIANA & PENNSYLVANIA RAILWAY, INC., an Ohio corporation (hereinafter referred to as "User") and OHIO & PENNSYLVANIA RAILROAD COMPANY, an Ohio corporation (hereinafter referred to as "O&P" or "Owner");

W I T N E S S E T H

COPY

WHEREAS, O&P is the owner of two segments of railroad line in the vicinity of Youngstown, Ohio, as more particularly described below; and

WHEREAS, User desires to have access to and operate its trains over such line segments, and O&P is willing to permit such access and operation in accordance with the terms of this Agreement;

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

ARTICLE 1. GRANT OF TRACKAGE RIGHTS

Subject to the terms and conditions herein provided, Owner hereby grants to User the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as the "Trackage Rights") over the following segments of Owner's railroad shown on the plan attached hereto, made a part hereof and marked Exhibit "1" (hereinafter referred to collectively as the "Subject Trackage"):

(a) O&P's line of railroad known as the Canfield Branch between Milepost 0.96± and Milepost 1.22±, east of Powerdale Avenue in Youngstown, Ohio (hereinafter the "Canfield Segment"); and

(b) O&P's line of railroad between the Graham Interlocking and a point ± 100 feet south of the crossing of the Mahoning River, including the girder bridge located thereon, in Youngstown, Ohio (hereinafter the "Struthers Segment").

WAS
TVO

MAR-8-2006 10:41A FROM: COLUMBIA COUNTY PD 330-386-1122

TO: 15013745463

FD 3673b

EXHIBIT B-1

HIGHLY CONFIDENTIAL
SUBJECT TO PROTECTIVE ORDERARTICLE 2. USE OF SUBJECT TRACKAGE

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

(b) Except as may otherwise be provided by this Agreement, User shall not use any part of the Subject Trackage for the purpose of storage or servicing cars or equipment.

(c) Owner shall have exclusive control of the management and operation of the Subject Trackage.

ARTICLE 3. RESTRICTION ON USE

The Trackage Rights herein granted are for the sole purpose of providing User with overhead trackage rights over the Subject Trackage of Owner as necessary to provide rail freight access and service to existing and future customers located on User's own lines. It is agreed that the Trackage Rights granted hereby are overhead only, and that User shall not have the right to use said Trackage Rights to access or provide service to any industry or shipper located on or adjacent to the Subject Trackage.

ARTICLE 4. MISCELLANEOUS SPECIAL PROVISIONS

(a) When operating over the Subject Trackage, User's locomotives and crews will be equipped to communicate with Owner on radio frequencies normally used by Owner in directing train movements on the Subject Trackage.

(b) Procedures for qualification of User's employees and occupancy of the Subject Trackage will be arranged and supervised by Owner, and complied with in all respects by User at User's sole expense; PROVIDED, HOWEVER, that employees of User who are qualified by Norfolk Southern Railway Company or CSX Transportation Inc. and present written certification thereof to Owner shall be deemed qualified by Owner. All



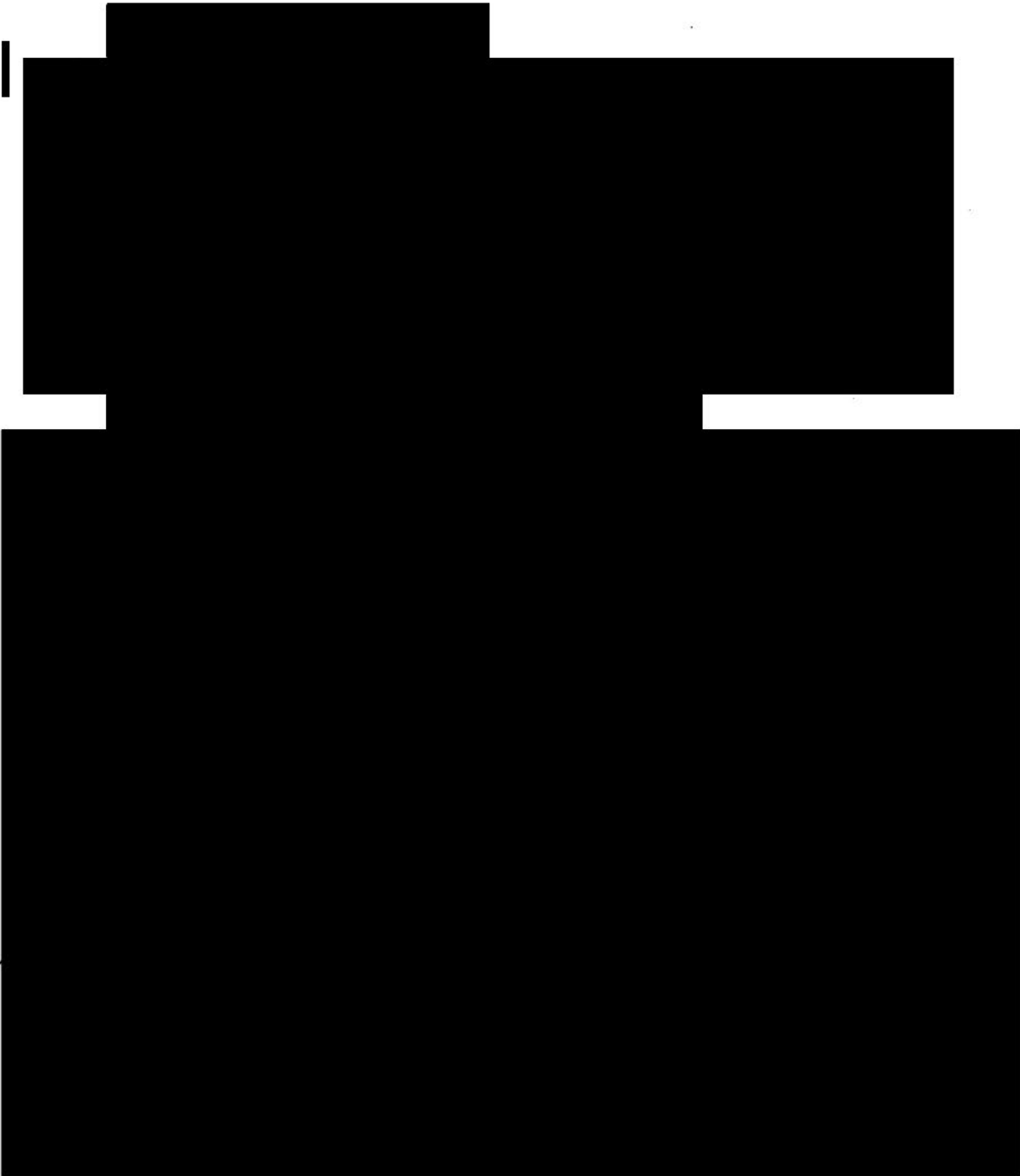
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FD 36736
EXHIBIT B-1
HIGHLY CONFIDENTIAL
SUBJECT TO PROTECTIVE ORDER

control and usage will be subject to the reasonable directions
of Owner.



[Handwritten signature]
TVR

ARTICLE 7. PAYMENT OF BILLS

The Annual Charge for the first year shall be paid within three (3) business days after execution of this Agreement. Thereafter, the Annual Charge shall be paid annually, beginning with July 2002, and shall be due and payable by User within thirty (30) days after receipt of bill(s) therefor. Bills rendered pursuant to the provisions of this Agreement other than those set forth in Article 5, shall include direct labor and material costs, together with the surcharges, overhead percentages and equipment rentals as specified by Owner at the time any work is performed by Owner for User. Such bills shall be payable by User within thirty (30) days after receipt thereof. 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 for a period of two (2) years from the date of billing.



[Handwritten signature]
TVD

ARTICLE 9. CONSTRUCTION AND MAINTENANCE OF NEW CONNECTIONS

(a) Existing connections or facilities shall continue to be maintained, repaired and renewed by and at the expense of the party that owns or controls such connections or facilities.

(b) Any additional connections to the Subject Trackage which may be required will be subject to Owner's approval (including design), and shall be constructed, maintained, repaired and renewed as follows:

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

(ii) Owner shall furnish all labor and material and shall construct, maintain, repair and renew at the sole cost and expense of User such portions of the tracks located on right-of-way of Owner which connect the respective lines of the parties hereto. Upon termination of this Agreement, Owner may at its option remove portion of trackage and appurtenances located on property of Owner, at the sole cost and expense of User. The salvage material removed shall be released to User or, as otherwise agreed upon, Owner will credit User the current fair market value for said salvage.

ARTICLE 10. ADDITIONS, RETIREMENTS AND ALTERATIONS

(a) Owner, from time to time and at its sole cost and expense, may make changes in, additions and betterments to or retirements from the Subject Trackage as shall, in its judgment, be necessary or desirable for the economical or safe operation thereof or as shall be required by any law, rule, regulation or ordinance promulgated by any governmental body having jurisdiction. Such additions and betterments shall become a part of the Subject Trackage and such retirements shall be excluded from the Subject Trackage. If and to the

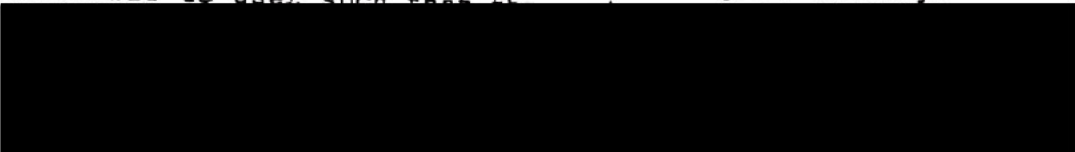
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MAR-8-2006 10:43A FROM:COLUMBIANA COUNTY PO 330-386-1122

TO: 15013745463 EXHIBIT B-18

HIGHLY CONFIDENTIAL
SUBJECT TO PROTECTIVE ORDER

extent that an addition or retirement under this Article 10(a) expands or reduces the capacity of the Subject Trackage available to User such that



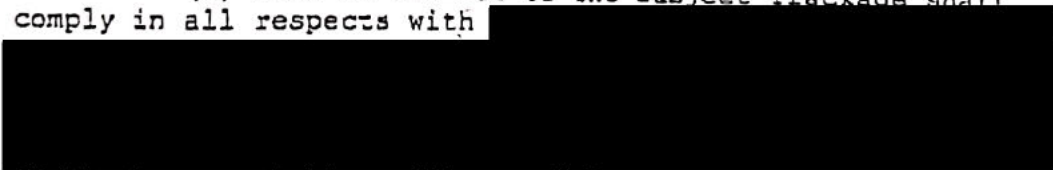
(b) If the parties agree that the changes in or additions and betterments to the Subject Trackage, including changes in communication or signal facilities, are required to accommodate User's operations beyond that required by Owner to accommodate its operations, Owner shall construct the additional or altered facilities and User shall pay to Owner the cost thereof, including the annual expense of maintaining, repairing and renewing such additional or altered facilities.

ARTICLE 11. MANAGEMENT AND OPERATIONS

(a) User shall comply with the provisions of the Federal Locomotive Inspection Act and the Federal Safety Appliance Act, as amended, and any other federal and state and local laws, regulations and rules respecting the operation, condition, inspection and safety of its trains, locomotives, cars and equipment while such trains, locomotives, cars, and equipment are being operated over the Subject Trackage.



(b) User in its use of the Subject Trackage shall comply in all respects with



User's trains shall not include locomotives, cars or equipment which exceed the width, height, weight or other restrictions or capacities of the Subject Trackage, and no train shall contain locomotives,

*COB
TLP*

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FD 36736

EXHIBIT B-1

HIGHLY CONFIDENTIAL
SUBJECT TO PROTECTIVE ORDER

cars or equipment which require speed restrictions or other movement restrictions below the maximum authorized freight speeds as provided by Owner's operating rules and regulations without the prior consent of Owner.

(c) Subject to Article 4(b) with respect to qualification of User's employees, User shall make such arrangements with Owner as may be required to have all of its employees who shall operate its trains, locomotives, cars and equipment over the Subject Trackage qualified for operation thereover, and User shall pay to Owner, upon receipt of bills therefor, any cost incurred by Owner in connection with the qualification of such employees of User, as well as the cost of pilots furnished by Owner, until such time as such employees are deemed by the appropriate examining officer of Owner to be properly qualified for operation as herein contemplated.

(d) In the event of any investigation or hearing concerning the violation of any operating rule or practice by User's employees while on Owner operated trackage, User shall be notified in advance of any such investigation or hearing, and such investigation or hearing may be attended by any official designated by User, and any such investigation or hearing shall be conducted in accordance with the collective bargaining agreements, if any, that pertain to User's employee or employees required to attend such hearings.

(e) For good cause, Owner shall have the right to exclude from the Subject Trackage any employee of User determined to be in violation of Owner's rules, regulations, orders, practices, or instructions. User shall release, indemnify, defend, and save harmless Owner and its parent corporations, subsidiaries and affiliates, and all of their respective directors, officers, agents and employees from and against any and all claims and expenses resulting from such exclusion.

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

*ATTN
TSP*

(g) In the event that a train of User shall be forced to stop on the Subject Trackage, and such stoppage is due to insufficient hours of service remaining among User's crew, or due to mechanical failure of User'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 User fails to maintain the speed required by Owner on the Subject Trackage, or if in emergencies, crippled or otherwise defective cars are set out of User's trains on the Subject Trackage, Owner shall have the option to furnish motive power or such other assistance (including but not limited to the right to recrew User'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 Subject Trackage, and User shall reimburse Owner for the cost of rendering any such assistance.

(h) If it becomes necessary to make repairs to or adjust or transfer the lading of such crippled or defective cars in order to move them off the Subject Trackage, and such repairs, adjustments or transfers are not accomplished expeditiously by User after notice thereof, such work may be done by Owner and User shall reimburse Owner for the cost thereof.

Article 12. MILEAGE AND CAR HIRE

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

ARTICLE 13. CLEARING OF WRECKS

Whenever User's use of the Subject Trackage requires rerailing, wrecking service or wrecking train service, User 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 borne by User.

rx date/time

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COUNTY PO 330-386-1122

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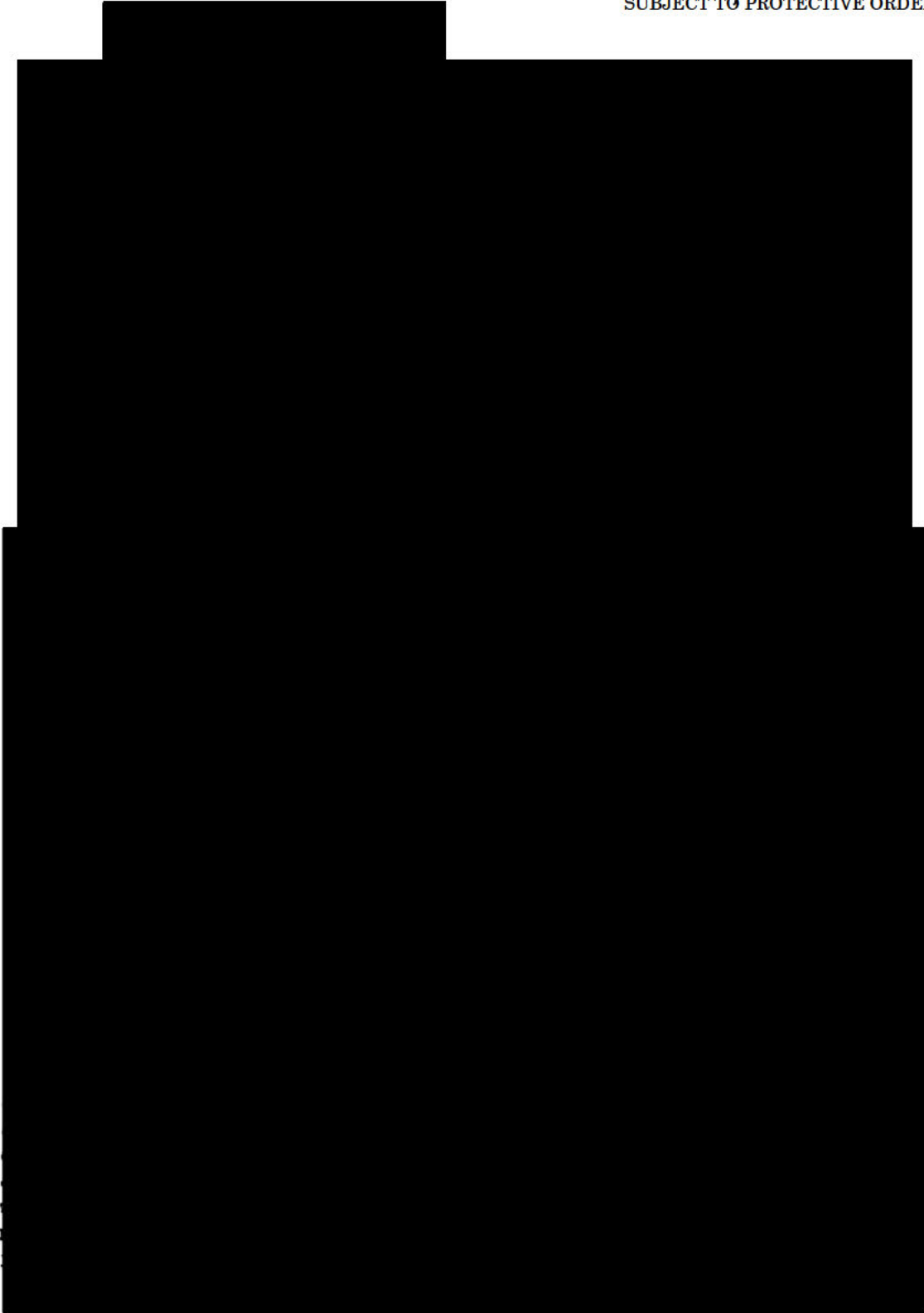
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EXHIBIT B-111

HIGHLY CONFIDENTIAL

SUBJECT TO PROTECTIVE ORDER



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COUNTY PO 330-386-1122

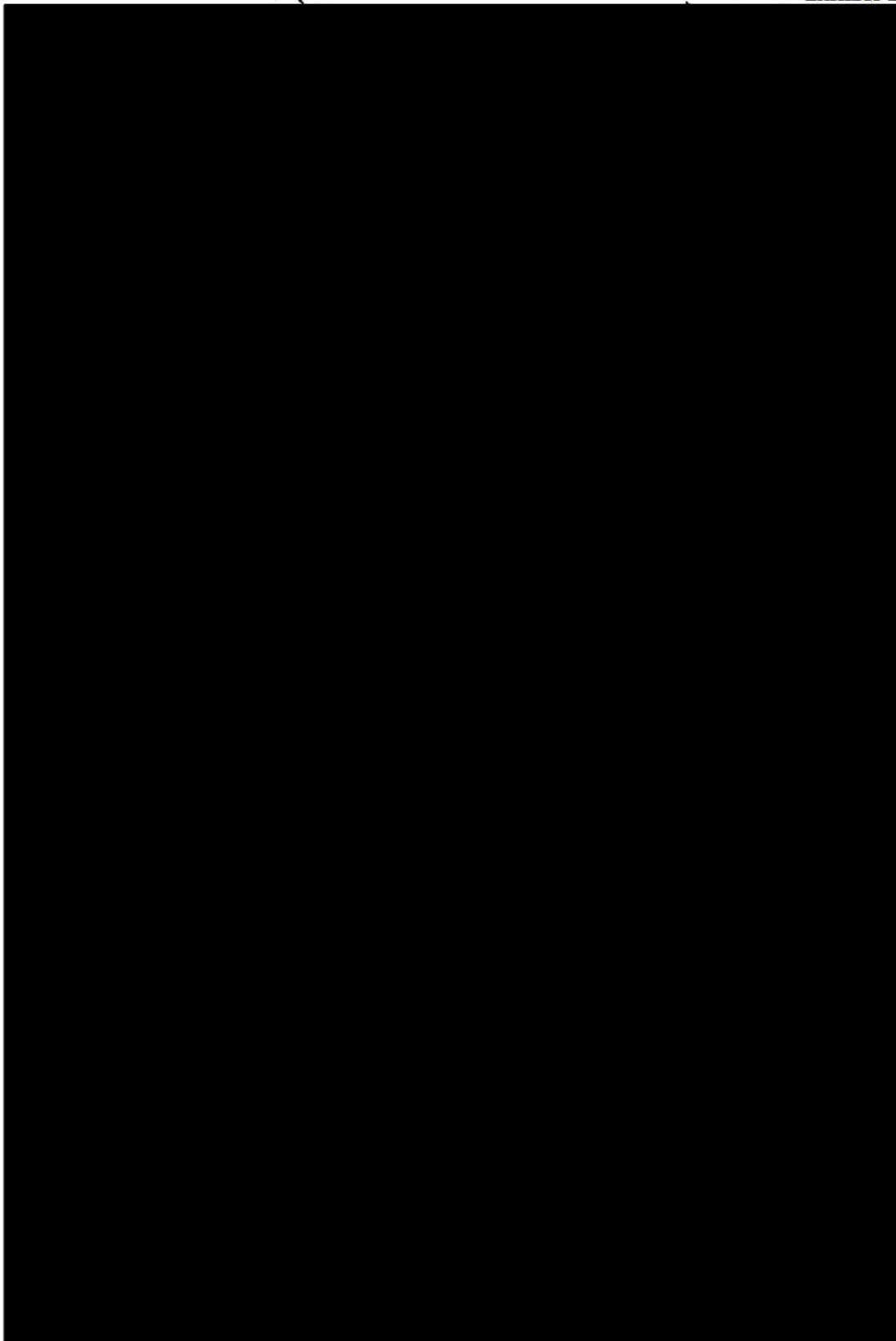
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EXHIBIT B-1

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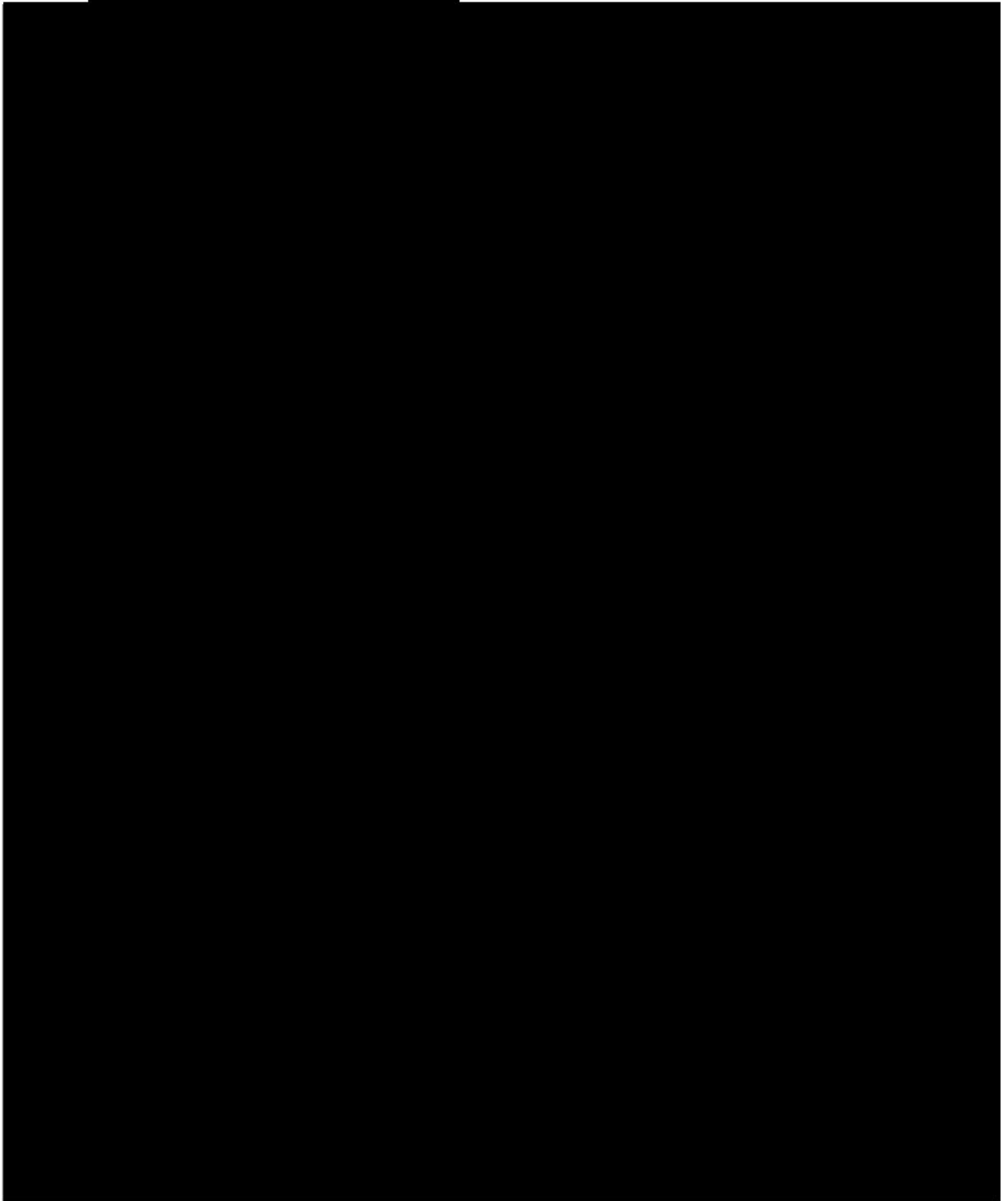
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COUNTY PD 330-386-1122

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FD 36736
EXHIBIT B-1



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~~COPIES~~
TRP

ARTICLE 16. DEFAULT AND TERMINATION

In the event of any substantial failure on the part of User to perform its obligations under this Agreement and its continuance in such default for a period of sixty (60) days after written notice thereof by certified mail from Owner, Owner shall have the right at its option, after first giving thirty (30) days written notice thereof by certified mail, and notwithstanding any waiver by Owner of any prior breach thereof, to terminate the Trackage Rights and User's use of the Subject Trackage. In such event, User shall apply for and secure any regulatory approvals that may be required as a precondition to User's termination of operations over the Subject Trackage.

ARTICLE 17. REGULATORY APPROVAL

(a) To the extent that this Agreement requires the prior approval of the Surface Transportation Board (STB), User at its own cost and expense will initiate and thereafter diligently pursue an appropriate application or petition to secure such approval. This Agreement is contingent upon User securing STB approval.

(b) Should the STB at any time during the term of this Agreement impose any labor protective conditions upon the arrangement; each party shall be responsible for any and all payments in satisfaction of such conditions for its employee(s).

ARTICLE 18. ABANDONMENT OF SUBJECT TRACKAGE

(a) Notwithstanding the provisions of Article 19, and subject to any rights that User may have pursuant to 49 U.S.C. §10904, Owner may abandon the Subject Trackage or any part thereof during the term of this Agreement or any

FD 36736

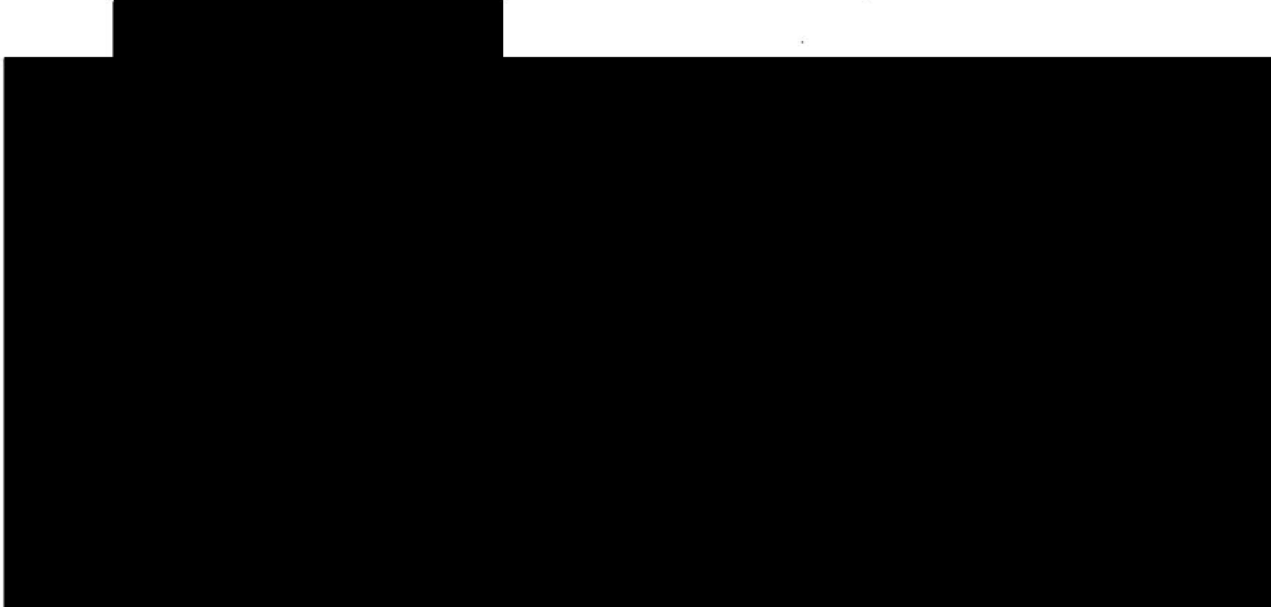
EXHIBIT B-1

HIGHLY CONFIDENTIAL

SUBJECT TO PROTECTIVE ORDER

renewals thereof, upon giving User not less than ninety (90) days' notice of Owner's intent to abandon. In the event regulatory authority is required to effect such abandonment, User will not interfere with Owner's actions to seek and to exercise such authority. In the event regulatory authority is required for User to discontinue its own operations over the Subject Trackage, User will seek and exercise such regulatory authority at the same time that Owner seeks regulatory authority to abandon the Subject Trackage. Upon the date established by Owner for abandonment of the Subject Trackage by its aforesaid notice, this Agreement shall terminate and be of no further force and effect, except that termination of this Agreement shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred prior to said termination.

(b) In the event that Owner files a petition for authority to abandon any portion of the Subject Trackage and User files a notice of intent to submit an Offer of Financial Assistance under 49 U.S.C. §10904, Owner agrees to negotiate with User under the provisions of said statute and regulations promulgated thereunder, in preference to any other party that may file a similar notice.



TK

ARTICLE 20. ARBITRATION

Any irreconcilable dispute arising between the parties with respect to this Agreement shall be jointly submitted for binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator 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 hereto. The arbitrator shall not have the power to award consequential or punitive damages or to determine violations of criminal or antitrust laws.

ARTICLE 21. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Neither party hereto shall transfer or assign this Agreement, or any of its rights, interests or obligations hereunder, to any person, firm, or corporation without obtaining the prior written consent of the other party to this Agreement, which will not be unreasonably withheld.

ARTICLE 22. 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 Owner: Vice President
Ohio & Pennsylvania Railroad Co.
136 South Fifth Street
Coshocton, Ohio 43912

If to User: Walter Gane
Central Columbiana & Pennsylvania
Railway
148 East Park Avenue
Columbiana, OH 44408

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

ARTICLE 23. GENERAL PROVISIONS

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

(b) This agreement contains the entire understanding of the parties hereto and supersedes any and all oral understandings between the parties.

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

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

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

(f) This Agreement is the result of mutual negotiations of the parties hereto, neither of whom shall be considered the drafter for purposes of contract construction.

(g) Neither party hereto may disclose the provisions of this Agreement to a third party, excluding the Ohio Rail Development Commission, the Columbiana County Port Authority, or a parent, subsidiary, or affiliate company of a party, without the written consent of the other party, except as otherwise required by law, regulation or ruling.

FD 36736
EXHIBIT B-1

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

HIGHLY CONFIDENTIAL
SUBJECT TO ORDER

WITNESS

CENTRAL COLUMBIANA &
PENNSYLVANIA RAILWAY, INC.

Debbie Duncan

By:

Title:

John K. Hill
Vice President

WITNESS

OHIO & PENNSYLVANIA RAILROAD CO.

W. R. C. Frawm II

By:

Title:

William R. Frawm II
President

TKP

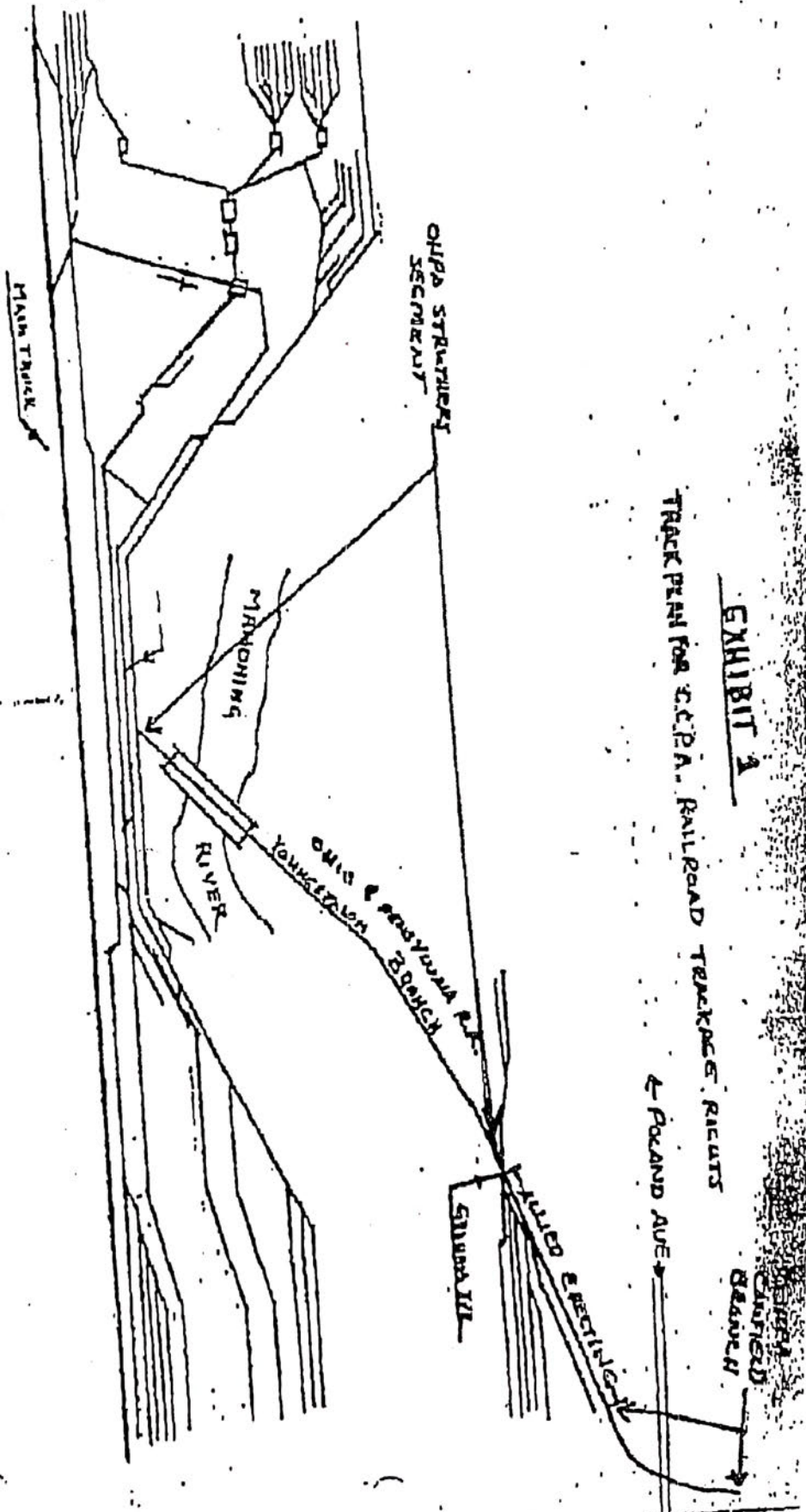
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FAX NO. 7408294532
HIGHLY CONFIDENTIAL
SUBJECT TO PROTECTIVE ORDER P. 02

FD 36736
EXHIBIT B-1

3/2/02
65459

STRUTHERS, OHIO



AMENDING AGREEMENT

This Amending Agreement (this "Agreement") is entered into this 20th day of September 2023 by and between Ohio and Pennsylvania Railroad Company ("OHPA") and Youngstown & Southeastern Railroad Co. ("YS").

RECITALS:

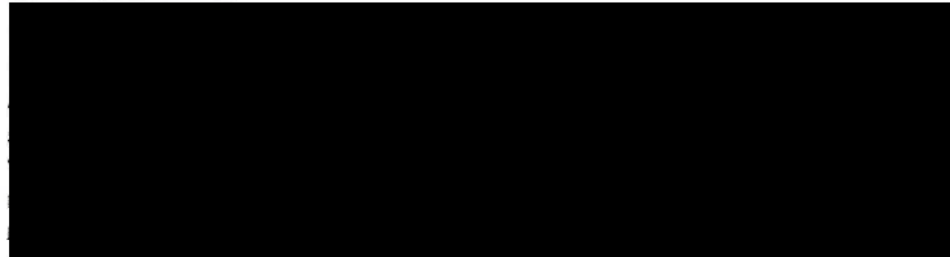
WHEREAS, on May 7, 2001, OHPA and a predecessor of YS entered into that certain Overhead Trackage Rights Agreement (as amended, the "TRA") pursuant to which OHPA granted certain overhead trackage rights to YS; and

WHEREAS, the parties hereto have agreed to enter into this Agreement to amend the TRA and to memorialize certain other matters the parties have agreed related to the TRA;

NOW, THEREFORE, in consideration of the terms and conditions herein provided, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Matters Agreed by the Parties.

(a)



(b) Upon the effectiveness of the amendments to the TRA contemplated by Section 2 of this Agreement, YS hereby agrees to handle traffic to and from Lally Pipe interchanged between OHPA and CSX Transportation, Inc. ("CSXT") in CSXT's Lowellville Yard. Such traffic handled by YS will be picked up from the Lowellville Interchange Track, and delivered to the Castlo Lead, or such other location mutually agreed by the parties hereto, with OHPA, or one of its affiliates, switching the traffic into and out of the Lally Pipe facility to and from the applicable pick-up and delivery location. Any Loss (as defined in the TRA) associated with this traffic while being handled by YS shall be governed by Articles 14 and 15 of the TRA with such traffic being deemed part of the trains of YS.

2. Amendments to the TRA. Effective upon the effective date of the authority granted by the Surface Transportation Board in respect of the following amendments to the TRA, the TRA shall be hereby amended as follows:

(a) Article I of the TRA is hereby amended by deleting paragraph (b) in its entirety and replacing it with the following:

"(b) O&P's line of railroad between the Graham interlocking at Milepost 0.0 and Milepost 0.4 in Youngstown, Ohio (hereinafter the "Struthers Segment"); and

FD 36736
EXHIBIT B-2
HIGHLY CONFIDENTIAL
SUBJECT TO PROTECTIVE ORDER

(c) O&P's line of railroad between Milepost 0.4 in Youngstown, Ohio, and Milepost 1.5 in Lowellville, Ohio (hereinafter the "River Track")."

(b) Article 5 of the TRA is hereby deleted in its entirety and replaced with the following:

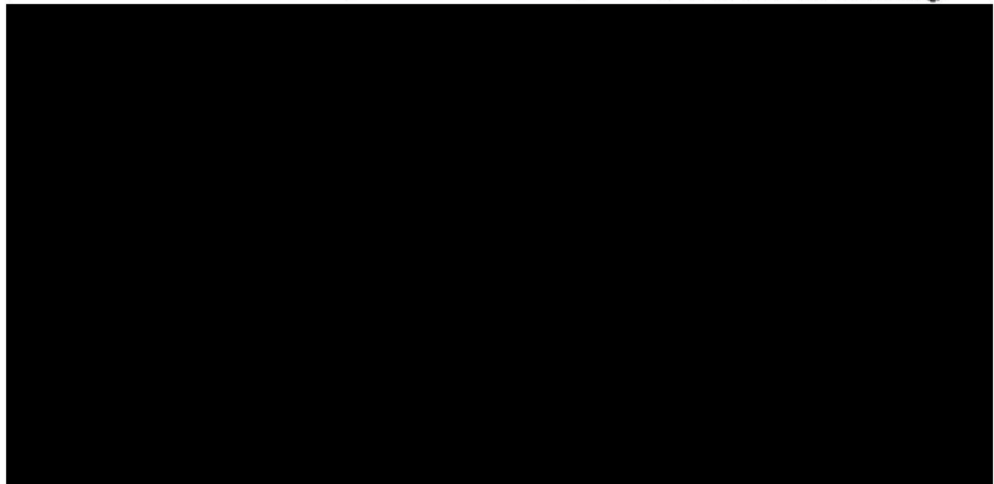
"There shall be no charge for User's use of the Subject Trackage."

(c) Article 6 of the TRA is hereby deleted in its entirety and replaced with the following:

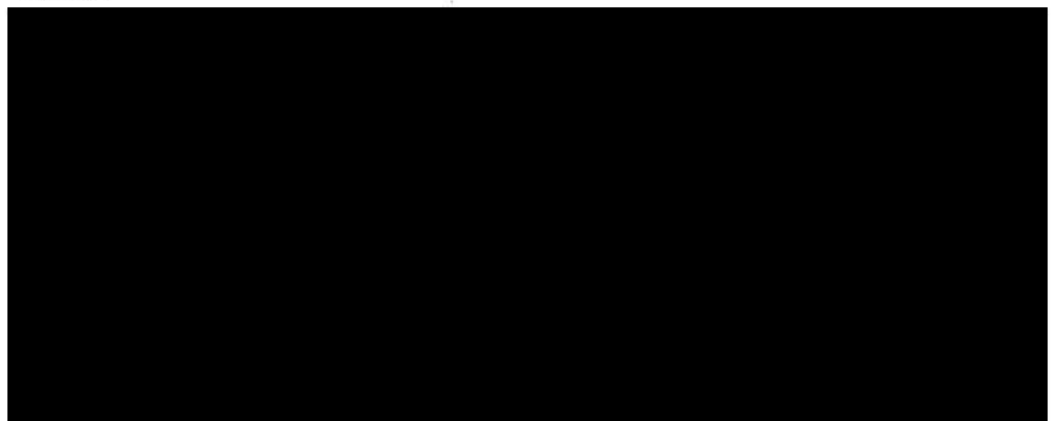
"[Intentionally Omitted.]"

(d) Article 7 of the TRA is hereby amended by deleting the first two sentences thereof in their entirety.

(e) Article 8 of the TRA is hereby deleted in its entirety and replaced with the following:



(f) Article 14 of the TRA is hereby amended by adding a new sub-paragraph (j) as follows:



(g) Article 19 of the TRA is hereby amended by deleting paragraph (a) in its entirety and replacing it with the following:

"(a) Subject to Article 17, this Agreement shall be effective on the date it is executed by the parties hereto and, subject to Articles 16 and 18, shall remain in full force and effect for an initial term of thirty (30) years. At User's option, the term may be renewed for one (1) additional term of ten (10) years upon written notice delivered to Owner by certified mail no less than ninety (90) days before the expiration of the initial term. User shall have the right at its option, after first giving no less than sixty (60) days' written notice thereof to Owner by certified mail, to terminate this Agreement."

(h) Article 22 of the TRA is hereby amended by replacing the notices address of the parties with the following:

"If to Owner: Ohio and Pennsylvania Railroad Company
200 Meridian Centre, Suite 270
Rochester, NY 14618
Attention: President

With a copy to:

Genesee & Wyoming Inc.
20 West Avenue
Darien, CT 06820
Attention: General Counsel
Email: LegalNotices@gwrr.com

If to User: Youngtown & Southeastern Railroad Co.
7450 W 130th Street, Suite 100
Overland Park, KS 66213
Attention: Brian Miller
Attention: General Counsel
Thomas Hayes
Email: Thayes@wallacesaunders.com

(i) Exhibit "1" to the TRA is hereby deleted in its entirety and replaced with Exhibit "1" attached to this Agreement.

3. In the event of any conflict between this Agreement and the TRA, the terms of this Agreement shall govern. Except as otherwise modified in this Agreement, all other terms and conditions and provisions of the TRA shall remain in full force and effect. Any capitalized terms used in this Agreement shall have the same meaning as such capitalized terms in the TRA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

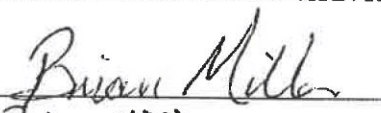
OHIO AND PENNSYLVANIA RAILROAD COMPANY

By:  **BRAD O'VITT - President - 9/27/2023 10:15:56 AM**

Name:

Title: _____

YOUNGSTOWN & SOUTHEASTERN RAILROAD CO.

By: 

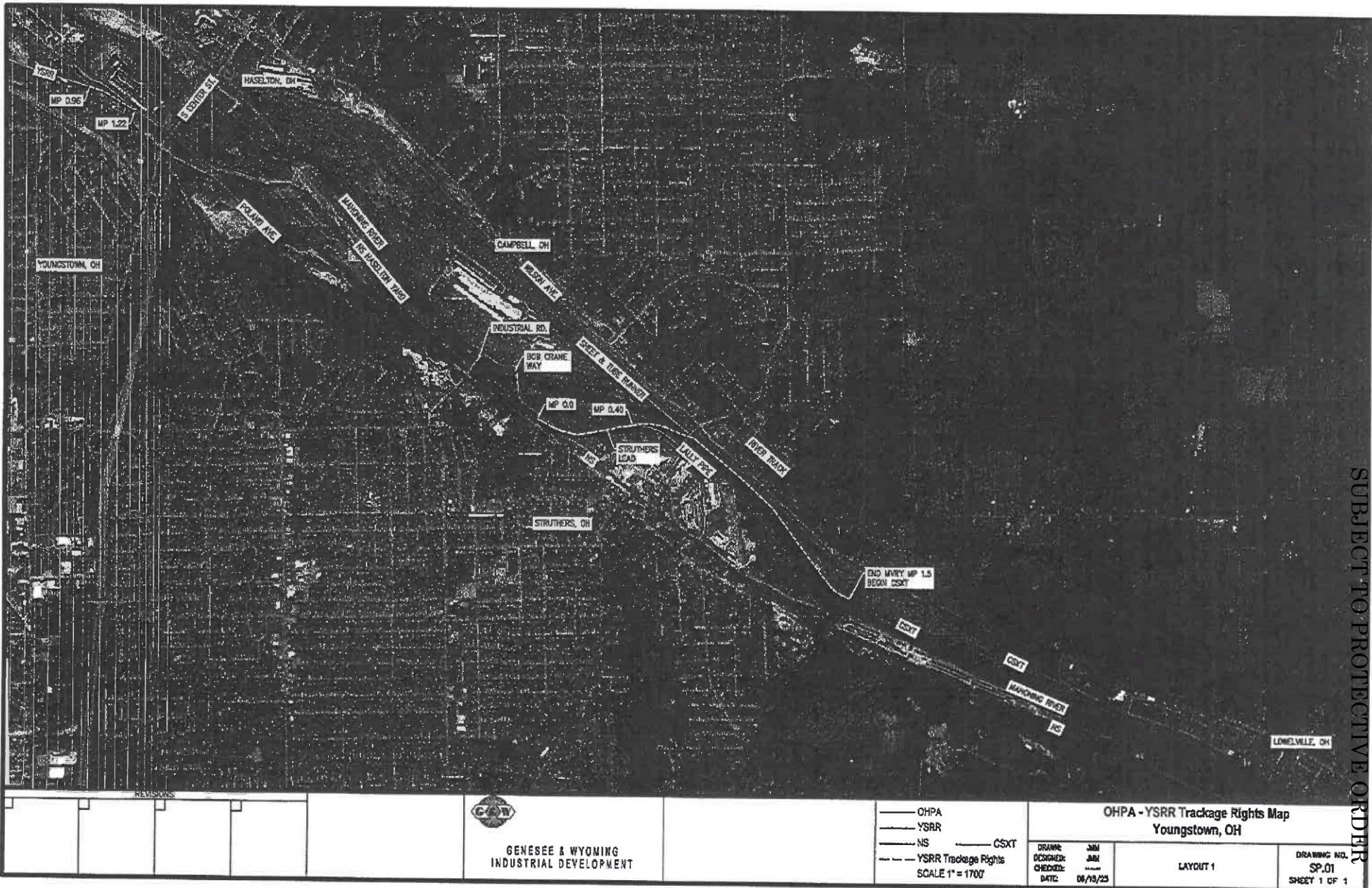
Name:

Title:

Brian Miller
COO

Exhibit "1"

Map of the Subject Trackage



AMENDMENT TO AMENDING AGREEMENT

Whereas, Ohio and Pennsylvania Railroad Company ("OHPA") and an entity identified as the Youngstown & Southeastern Railroad Company ("Y&S Co."), an Ohio corporation, entered into an Amending Agreement on September 20, 2023 to amend an Overhead Trackage Rights Agreement dated May 7, 2001 (attached hereto as Exhibit A);

Whereas, Y&S Co. had transferred its tangible and intangible assets, including its rail interests (including its interests in the Overhead Trackage Rights Agreement), to Youngstown & Southeastern Railroad, LLC ("Y&S LLC"), a Kansas limited liability company, as of September 1, 2020;

Whereas, the Surface Transportation Board had authorized the transfer of the Y&S Co.-owned railroad lines and its rights under the Overhead Trackage Rights Agreement to Y&S LLC in *Youngstown & Southeastern Railroad LLC — Acquisition and Operation Exemption — Youngstown & Southeastern Railroad Company*, FD 36415 (STB served Jul. 1, 2020);

Whereas, OHPA consents to Y&S Co.'s assignment of its interests in the Overhead Trackage Rights Agreement to Y&S LLC;

Whereas, in turn, OHPA and Y&S LLC desire to revise the Amending Agreement to reflect Y&S LLC as the appropriate holder of the subject trackage rights in place of Y&S Co.;

Now therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Y&S LLC and OHPA agree as follows:

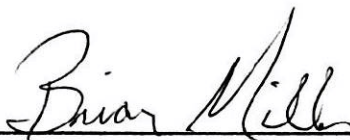
1. Y&S LLC is the successor to all of Y&S Co.'s rights under the Overhead Trackage Rights Agreement referenced above as of September 1, 2020.
2. All references to "Youngstown & Southeastern Railroad Co." (or an abbreviation) in the Amending Agreement are replaced with "Youngstown & Southeastern Railroad LLC", or, where abbreviated as "YS", "Y&S."
3. All other terms and conditions remain in full force and effect.


DAN PAVICK - PRESIDENT - 4/10/2024 11:51:20 AM

Daniel Pavick
President

Ohio and Pennsylvania Railroad
Company

Date:



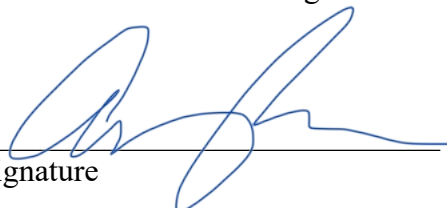
Brian Miller
Chief Operating Officer

Youngstown & Southeastern Railroad,
LLC

Date: 4-6-2024

VERIFICATION

I, Avory Beggs, verify under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Further, I certify that I am qualified and authorized to make this verification on behalf of Youngstown & Southeastern Railroad, LLC


Signature

Member
Title
Youngstown & Southeastern Railroad, LLC

Dated: 4/11/24