

**ACCESS RIGHTS AGREEMENT**

This Access Rights Agreement (this "Agreement"), made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ (this "Agreement"), by and among the State of Ohio, Ohio Rail Development Commission ("ORDC"), The Columbus & Ohio River Rail Road Company ("C&OR") and [GRANTEE] ("Recipient").

**WITNESSETH**

WHEREAS, ORDC, created by Chapter 4981 of the Ohio Revised Code, has the authority to lease real property in which it has an interest for the continuation and operation of rail service;

WHEREAS, ORDC is authorized by Chapter 4981 to exercise all powers necessary or appropriate to carry out its corporate purposes including the authority to make and enter all agreements necessary to the performance of its duties and the execution of its powers;

WHEREAS, on [\_\_\_\_\_], 2012, ORDC entered into a Lease and Operating Agreement (the "Panhandle Lease") with C&OR for the operation of the Panhandle Rail Line (as defined below);

WHEREAS, the terms of the Panhandle Lease permit ORDC to grant to other rail freight carriers limited access to jointly use all, or any portion of, the Panhandle Rail Line throughout the term of the Panhandle Lease upon the terms, and subject to the conditions, set forth in the Panhandle Lease;

WHEREAS, ORDC has determined that Recipient has demonstrated its financial, insurance and operational capabilities to competently operate a railroad; and

WHEREAS, ORDC, C&OR and Recipient desire to enter into this Agreement pursuant to which Recipient will have limited access rights over the Panhandle Rail Line.

NOW THEREFORE, the parties hereto agree as follows:

Section 1. Definitions

(a) "Actual Costs Per Car" means the maintenance fee per car and locomotive moved by Recipient over the Panhandle Rail Line and is based on the actual costs of maintaining the Panhandle Rail Line. It is calculated by dividing (x) the total maintenance and capital improvement costs expended by C&OR, with its own funds, not counting any expenditure of public funds, for the maintenance and improvement of track, fixtures, and appurtenances on the Panhandle Rail Line for the three year period defined below, by (y) the total number of loaded cars and locomotives traveling over the Panhandle Rail Line for this same three year period. The initial three year period is defined as the period of time from January 1, 2009 to December 31, 2011 and will be used as the basis of the Actual Costs Per Car until December 31, 2014. Beginning January 1, 2015, and every year thereafter, the Actual Costs Per Car will be recalculated based on the new applicable three year period. For purposes of calculating the Actual Costs Per Car, a locomotive will be treated as the equivalent of a single car.

(b) “Existing Rail User” means any shipper, customer, facility or rail patron (irrespective of ownership) located along the Panhandle Rail Line that shipped or received a rail car or cars via C&OR over the Panhandle Rail Line at any time during the three years prior to the request of service; provided that a plant or facility that changes ownership after that plant or facility has been closed for a period of two years shall not be considered an Existing Rail User.

(c) “Panhandle Mainline” means the so called Weirton Secondary rail line situated between Milepost 157.8 at Newark, Ohio, and Milepost 49.5 at the east side of Gould's Tunnel and the so called C&N rail line between Milepost 191.0 at approximately 1,141 feet easterly of the intersection of the existing I-670 centerline, as measured along the railroad centerline, being the Westbound Home Signal at CP 138 in the City of Columbus and Milepost 157.8 at Newark, containing a total of 141.50 route miles of rail line.

(d) “Panhandle Branchlines” means any side tracks including, the Cadiz Running Track situated between Milepost 0.0 at Cadiz Junction and Milepost 12.8 at the site of the former Georgetown Mine; the Hebron Industrial Track between Milepost 133.0 at Heath and Milepost 138.5 at Hebron, Ohio; and the Trinway Secondary Track situated between Milepost 0.3 at its connection to the Panhandle Mainline, and Milepost 1.43 at Trinway, Ohio, containing a total of 19.43 route miles of rail line.

(e) “Panhandle Rail Line” means the Panhandle Mainline and the Panhandle Branchlines, and all property conveyed by Consolidated Rail Corporation to Caprail I, Inc., which subsequently leased the Panhandle Rail Line and all such property to ORDC.

(f) “Rail User” means [\_\_\_\_\_], who is located along the Panhandle Rail Line and has not shipped or received a rail car or cars via C&OR over the Panhandle Rail Line at any time during the three years prior to the request of service.

(g) “Usage Fee Per Car” means the usage fee per car and locomotive moved by Recipient over the Panhandle Rail Line and is calculated, for each calendar year, by dividing (x) C&OR's current payment for such year under Section 5.01(a) of the Panhandle Lease on an annualized basis, by (y) the number of loaded cars moved by C&OR on the Panhandle Rail Line that originated or terminated on the Panhandle Rail Line during the prior calendar year.

Section 2. Use of Line

(a) ORDC hereby grants to Recipient non-exclusive, limited access to use the Panhandle Rail Line. Subject to the terms and conditions herein provided, Recipient shall have the right to operate its trains, locomotives, cars and equipment with its own crews, in either direction over the Panhandle Rail Line solely for the purpose of serving the Rail User.

(b) Recipient's use of the Panhandle Rail Line shall be in common with C&OR and C&OR's rights under the Panhandle Lease shall not be diminished by this Agreement.

(c) Recipient agrees that:

- (i) at all times, its operations shall be conducted in a manner that does not unduly interfere with C&OR's operations and shall be in compliance with all dispatching orders, operating rules, safety rules, directives and schedules of C&OR;
- (ii) it will not provide, or offer to provide, transportation services of any kind to an Existing Rail User;
- (iii) it will not utilize the Panhandle Rail Line as a through route without serving a Rail User;
- (iv) it will not place or leave cars in such position as to obstruct or interfere unreasonably with the C&OR's operations;
- (v) it will not transport traffic that is the subject of a valid contract between C&OR and a shipper;
- (vi) it will not use any part of the Panhandle Rail Line for the purpose of switching, storage of cars, or the making or breaking up of trains, except for emergency use by Recipient, upon prior approval by C&OR, of such auxiliary tracks as may be designated by C&OR for such purpose;
- (vii) it will promptly notify, and tender its written cancellation of this Agreement to, C&OR upon its ceasing to serve the Rail User for a period of 30 days.

(d) C&OR agrees to make reasonable good faith efforts to accommodate Recipient's operational requests.

(e) ORDC shall retain the right to grant to other persons rights of any nature in the Panhandle Rail Line, subject to the terms and conditions of the Panhandle Lease.

**Section 3. Compensation; Payments**

(a) In consideration for access rights to the Panhandle Rail Line, Recipient hereby agrees to pay the following to C&OR:

- (i) an amount equal to the product of (x) the Actual Costs Per Car and (y) the actual number of cars and locomotives Recipient moved over the Panhandle Rail Line; and
- (ii) an amount equal to the product of (x) the Usage Fee Per Car and (y) the actual number of cars and locomotives Recipient moved over the Panhandle Rail Line.

(b) All payments called for under this Agreement shall be made by Recipient within thirty (30) days after receipt of invoices therefor. No payments shall be withheld because of any dispute as to the correctness of items in the invoices rendered, and any discrepancies reconciled between the relevant parties shall be adjusted in the invoice for a subsequent month.

Section 4. Condition of Tracks

C&OR does not guarantee the condition of the Panhandle Rail Line, or that operation thereover will not be interrupted. Notwithstanding anything to the contrary herein, Recipient shall not by reason of failure or neglect on the part of C&OR to maintain, repair or renew the Panhandle Rail Line, have or make any claim or demand against C&OR or its parent corporation, subsidiaries and affiliates and all of 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 Recipient resulting from any such failure or neglect.

Section 5 Management and Operations

(a) If by reason of any mechanical failure or for any other cause not resulting from an accident or derailment, a train, locomotive or equipment of Recipient operating on the Panhandle Rail Line becomes stalled or unable to proceed under its own power or if in emergencies, crippled or otherwise defective cars are set out of Recipient's trains on the Panhandle Rail Line, C&OR shall have the option to furnish motive power or such other assistance as may be necessary to haul, help, or push such trains, locomotives, or cars, or to properly move the disabled equipment off the Panhandle Rail Line and Recipient shall reimburse C&OR for the costs of rendering any such assistance as the case may be.

(b) If it becomes necessary to make repairs to or adjust or transfer the lading of crippled or defective cars in Recipient's trains in order to move them off the Panhandle Rail Line, such work shall be done by Recipient unless the local operating supervisor of C&OR agrees to the contrary.

(c) Recipient's trains shall not include locomotives, cars or equipment that exceed the width, height, weight or other restrictions or capacities of the Panhandle Rail Line as published in Railway Line Clearances or as provided by C&OR, and no train shall contain locomotives, cars or equipment that require speed restrictions or other movement restrictions below the maximum authorized freight speeds as provided by C&OR's operating rules and regulations without the prior written consent of C&OR. Recipient shall indemnify, defend and hold harmless C&OR and ORDC and their respective directors, officers, agents and employees from and against all liabilities attributable to the failure of Recipient to comply with the provisions of this Section 5(c).

(d) In the event C&OR conducts an investigation or hearing concerning the violation of any operating rule or practice of C&OR by an employee or employees of Recipient, Recipient shall be notified immediately, to permit compliance with any contractual time limits or procedures applicable to the employee(s) involved. Such investigation or hearing will be attended by an official designated by Recipient, if necessary to comply with any contract requirement of employee(s) involved.

(e) C&OR shall have the right to exclude from the Panhandle Rail Line, any employee of Recipient, except officers, determined by C&OR, as the result of such investigation or hearing described in Section 5(d), to be in violation of C&OR's rules, regulations, orders, practices or instructions issued by Timetable or otherwise. Recipient shall release, indemnify, defend and hold harmless C&OR and ORDC and their respective directors, officers, agents and employees from and against all claims, liabilities and expenses resulting from such exclusion.

(f) Recipient agrees that C&OR, or its duly authorized representatives shall be permitted to: (1) examine the records and data maintained by Recipient related to this Agreement as may be necessary to monitor Recipient's compliance with this Agreement; and (2) to request an interview with any officer of Recipient regarding such records and data; provided however that in no event shall C&OR inspect such records or interview officers more frequently than twice each year.

**Section 6. Clearing of Wrecks**

Whenever Recipient's use of the Panhandle Rail Line requires rerailling, wrecking service, or wrecking train service, C&OR shall perform such service, including the repair and restoration of roadbed, track and structures unless separate arrangements are agreed to by C&OR. The cost, and expense thereof, including without limitation loss of, damage to, and destruction of any property whatsoever and injury to or death of any person or persons whomsoever resulting therefrom, shall be borne by Recipient in accordance with Section 7 thereof.

**Section 7. Liability**

(a) Whenever any loss of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, for loss of, damage to, or destruction of all other properties (including, without limitation, the Panhandle Rail Line) and for any damage to or destruction of the environment whatsoever, including without limitation land, air, water, wildlife and vegetation, occurs with any of the trains, locomotives, cars, or equipment of, or in the account of Recipient being involved, or is otherwise caused by the actions or omissions of Recipient, Recipient shall assume all liabilities therefor and bear all costs and expenses in connection therewith, including, without limitation, all costs and expenses referred to in Section 4 hereof, and shall forever protect, defend, indemnify, and save harmless C&OR and ORDC and their respective affiliates, directors, officers, agents or employees from and against all liabilities, costs, and expenses, regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance or misfeasance of any such indemnitees.

(b) In every case of death or injury suffered by an employee of either C&OR or Recipient, when compensation to such employee or employee's dependents is required to be paid under any workmen's compensation, occupational disease, employer's liability, or other law, and Recipient 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, Recipient 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.

(c) Notwithstanding the provisions of Section 13(g) of this Agreement, for the purposes of this Section 7 the word “equipment” shall mean and be confined to (i) cabooses, (ii) vehicles and machinery which are capable of being operated on railroad tracks that, at the time of an occurrence, are being operated on the Panhandle Rail Line, and (iii) vehicles and machinery that, at the time of an occurrence, are on the Panhandle Rail Line or its right-of-way for the purpose of the maintenance or repair thereof or the clearing of wrecks thereon.

(d) Recipient hereby agrees to indemnify and hold harmless C&OR and ORDC and their respective directors, officers, agents and employees against any and all costs and payments, including benefits, allowances and arbitration, administrative and litigation expenses, arising out of claims, grievances or lawsuits brought by or on behalf of Recipient’s own employees under the Federal Employer’s Liability Act and the Federal Safety Appliance Act, whether arising directly or indirectly out of this Agreement or resulting from Recipient’s operating on the Panhandle Rail Line.

(e) Recipient hereby agrees to indemnify and hold harmless C&OR and its affiliates, directors, officers, agents or 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, or lawsuits brought by or on behalf of Recipient’s own employees or by any of their collective bargaining representatives, either pursuant to employee protective conditions imposed by a governmental agency as conditions for that agency’s approval of this Agreement and operations hereunder, or pursuant to a collective bargaining agreement and arising out of its operations hereunder.

(f) Recipient hereby agrees that each and all of its indemnity commitments in this Agreement in favor of C&OR shall extend to and indemnify C&OR’s parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents and employees.

(g) Recipient’s obligations under this Section 7 shall survive the termination of this Agreement.

**Section 8. Insurance**

(a) Recipient shall procure and maintain in effect during the term of this Agreement railroad liability insurance coverage (i.e., bodily injury and property damage coverage) in amounts not less than one hundred million dollars (\$100,000,000.00) for each individual claim with regard to the operation of the Panhandle Rail Line. Such insurance shall include C&OR and ORDC as additional insureds under such policy(ies). Recipient shall provide a certificate of insurance to C&OR and ORDC not less than ten (10) days prior to the execution of this Agreement. Each such policy of insurance shall be evidenced as follows: “Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder(s) named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, it’s agents or representatives.” Recipient shall deliver to C&OR and ORDC verification as to the replacement or renewal of each such policy prior to or upon the expiration (or other termination) date of any such policy.

(b) On every fifth anniversary of this Agreement, the amount of insurance coverage required for Recipient shall be reviewed by C&OR and ORDC. This review shall be done by mutual agreement, or, if no mutual agreement can be obtained, C&OR and ORDC shall establish the level of insurance required by obtaining expert evaluation as to what the level of insurance should be. This expert evaluation shall include, but not be limited to, the following considerations: (1) the level of risk inherent in Recipient freight operations over the Panhandle Rail Line; (2) the costs to Recipient of the insurance premium compared to the risks of Recipient operations; (3) the insurance coverage being purchased by other comparable rail operations within the State of Ohio; and (4) the availability of insurance coverage in the market. Recipient, ORDC and C&OR must mutually agree to the person or firm, as well as the methodology, for providing C&OR and ORDC this expert evaluation. ORDC shall undertake this expert evaluation at its sole cost and expense. In no event shall the amount of insurance coverage be less than one hundred million dollars (\$100,000,000.00) for each individual claim unless Ohio law requires otherwise.

Section 9. Investigation

(a) Except as provided in Subsection (b) hereof, all claims, injuries, deaths, property damages, and losses arising out of or connected with Section 7 of this Agreement shall be investigated, adjusted and defended by the party responsible under Section 7.

(b) In the event a claim or suit is asserted against C&OR and/or ORDC which is Recipient's duty hereunder to investigate, adjust, or defend, then, unless otherwise agreed, Recipient shall, upon request, take over the investigation, adjustment and defense of such claim or suit; provided that the C&OR and/or the ORDC shall retain the right to do so at their sole cost and expense.

(c) All costs and expenses in connection with the investigation, adjustment and defense of any claim or suit under Section 7 of this Agreement shall be included as costs and expenses in applying the liability provisions set forth in Section 7 of this Agreement.

(d) Recipient shall not settle or compromise any claim, demand, suit or cause of action for which it has any liability under this Agreement without the concurrence of C&OR and/or ORDC, as applicable, if the consideration for such settlement or compromise exceeds \$10,000. All settlements or compromises entered into by Recipient shall include appropriate releases of liability for Recipient and C&OR and/or ORDC.

(e) It is understood that nothing in this Section 9 shall modify or waive the conditions, obligations, assumptions or apportionments provided in Section 7 thereof.

Section 10. Regulatory Matters

(a) Recipient agrees to obtain all licenses and permits with respect to its operations on the Panhandle Rail Line and to pay all fees and charges in connection therewith or otherwise which are or may be lawfully demanded or required by any governmental authority and also to pay all license fees or occupation taxes or other like charges required to be paid by any person or firm operating on the Panhandle Rail Line and Recipient shall, as a part of its expenses, assume and pay all taxes that may be charged or assessed upon the pay of employees and the sale or use of materials used by them.

(b) Recipient shall comply with all applicable governmental laws, rules, regulations, executive orders, priorities, ordinances and restrictions nor or hereafter in force, including, to the extent applicable but not limited to, (i) the Federal Employer's Liability Act, (ii) the Federal Locomotive Inspection Act, (iii) the Federal Safety Appliance Act, (iv) the Fair Labor Standards Act of 1938, (v) Title VII of the Civil Rights Act of 1964, (vi) the Age Discrimination in Employment Act of 1967, (vii) Section 503 of the Rehabilitation Act of 1991, and (viii) the Americans with Disabilities Act, in each case as amended and all rules, regulations and orders pertaining thereto. In addition, Recipient shall comply with all other federal and state laws, regulations, and rules respecting the operation, condition, inspection, and safety of its trains, locomotives, cars and equipment while such trains, locomotives, cars, and equipment are being operated over the Panhandle Rail Line. Recipient shall indemnify, protect, defend, and save harmless C&OR and ORDC and their respective affiliates, directors, officers, agents and employees from and against all fines, penalties, and liabilities imposed upon any of such indemnitees by any public authority or court having jurisdiction in the premises, when attributable to the failure of Recipient to comply with its obligations in this regard. The Recipient agrees to defend, indemnify, and to hold ORDC and C&OR harmless from and against any liability and/or responsibility to mitigate damages attributable to environmental contamination resulting from the Recipient's use and management of the Panhandle Rail Line. Recipient agrees that all of its operations on the Panhandle Rail Line shall be subject to and in all respects in conformance with all applicable Federal Railroad Administration (FRA), Occupational Safety and Health Administration (OSHA) and/or Department of Transportation (DOT) rules and regulations and shall further comply with any and all established safety rules, procedures and practices, FRA rules and regulations including but not limited to the rules and regulations pertaining to locomotive engineer certification and the use of air brakes and safety appliances. Recipient shall indemnify and hold harmless C&OR and ORDC and their respective affiliates, directors, officers, agents and employees from any and all liability arising from any FRA, OSHA and DOT citations that are issued with regard to operations and maintenance by Recipient. Upon request by C&OR and/or ORDC, Recipient shall provide certification and/or documentation of FRA compliance and shall possess and maintain any licenses and/or operating authority required of them by applicable laws.

(c) Recipient shall provide its employees with all proper training (including hazard materials training) and testing necessary for them to operate on the Panhandle Rail Line in a safe and efficient manner and in accordance with the applicable FRA regulations.

Section 11. Term

This Agreement shall take effect as of the date first above written and continue in full force and effect until such time as (a) ORDC shall terminate the same by serving upon Recipient thirty (30) days' written notice of its election to do so, (b) the Panhandle Leases terminates or expires in accordance with its terms, or (c) Recipient shall cease serving the Rail User for a period of 30 days. Termination of this Agreement shall not relieve or release Recipient of any obligations assumed or from any liabilities which may have arisen or been incurred by Recipient under the terms of this Agreement prior to the termination hereof. In addition, the failure by Recipient to maintain the insurance coverage required pursuant to Section 8 of this Agreement shall result in the immediate suspension of Recipient's access to use the Panhandle Rail Line

until such time that Recipient provides C&OR with proof of insurance coverage in accordance with Section 8 of this Agreement.

Section 12. Default and Termination

In the event of (a) any failure on the part of Recipient to perform its obligations under this Agreement and its continuance in such default for a period of thirty (30) days after written notice thereof from C&OR and/or ORDC or (b) Recipient becoming insolvent, filing a voluntary petition in bankruptcy, being adjudicated as bankrupt, having a receiver appointed for the operation of its business or making a material liquidation of assets, C&OR and ORDC shall have the joint right, at their option, to terminate this Agreement. The exercise of such right by the terminating party shall not impair its rights under this Agreement or any cause or causes of action it may have against the other party for remedies hereunder.

Section 13. General Provisions

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

(b) This Agreement shall be construed, interpreted, and the right of all parties determined, in accordance with the laws of the State of Ohio. The parties agree that the exclusive venue for any dispute regarding this Agreement shall be in a court of competent jurisdiction located in Franklin County, Ohio.

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

(d) This Agreement contains the entire agreement of the parties hereto and supersedes any and all other understandings of the parties with respect to the subject matter hereof.

(e) This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that Recipient shall not transfer or assign this Agreement, or any of its rights, interests, or obligations hereunder, by merger or otherwise, to any person, firm, or corporation without obtaining the prior written consent of C&OR and ORDC.

(f) No term or provision of this Agreement may be amended, modified, waived, discharged, or terminated except by an instrument in writing signed by all parties to this Agreement. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other breach of the same provision or any other provision of this Agreement.

(g) 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.

(h) Nothing in this Agreement shall be deemed to create any partnership, joint venture or similar arrangement. Recipient shall be solely responsible for, and shall have sole control over, all work to be performed by it pursuant to this Agreement.

(i) In no event shall Recipient or any of its employees, agents, contractors or subcontractors be considered agents or employees of ORDC or the State of Ohio. Recipient agrees to use its reasonable best efforts to ensure that none of its employees, agents, contractors or subcontractors hold themselves out as, or claim to be, agents, officers or employees of ORDC and the State of Ohio, and will not, by reason of any relationship with ORDC and the State of Ohio, make any claim, demand or application to any agent, officer or employee of the State of Ohio including, but not limited to, rights and privileges concerning worker's compensation benefits, social security coverage or retirement membership or credit.

Section 14. Notice

Any notice required or permitted to be given by one party hereto to the other hereto under this Agreement shall be deemed given only upon actual receipt if sent by certified mail, return receipt requested, by express mail service or by hand delivery, or by such other means as the parties may mutually agree, and shall be addressed as follows:

(a) If to Recipient:

[RECIPIENT]  
[ADDRESS]  
[CITY, STATE][ZIP CODE]  
Attention: [\_\_\_\_\_]

(b) If to C&OR:

The Columbus & Ohio River Rail Road Company  
47849 Papermill Road  
Coshocton, Ohio 43812  
Attention: President

(c) If to ORDC:

Ohio Rail Development Commission  
1980 West Broad Street, 2<sup>nd</sup> Floor  
Columbus, Ohio 43223  
Attention: Executive Director

Any party may from time to time change its notice address by giving the other parties notification thereof in accordance with the methods described above.

Section 15. Alternative Dispute Resolution

The parties hereby agree that they will attempt in good faith to promptly resolve any controversy or claim arising out of or relating to this Agreement through negotiation. If a disputed matter cannot be timely resolved between the parties, Recipient, C&OR and ORDC

further agree to pursue the alternative dispute mechanism of mediation, and to share in the costs of the same, to resolve any controversy or claim under this Agreement before pursuing litigation.

Section 16. Drug Free Workplace

Recipient agrees to comply with all applicable state and Federal laws regarding drug-free workplace. Recipient shall make good faith efforts to ensure that all of its employees while working on the Panhandle Rail Line will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any manner.

Section 17. EEO Requirements

Recipient, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

*[Remainder of page intentionally left blank]*

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

[RECIPIENT]

By: \_\_\_\_\_  
Name:  
Title:

THE COLUMBUS & OHIO RIVER RAIL  
ROAD COMPANY

By: \_\_\_\_\_  
Name:  
Title:

OHIO RAIL DEVELOPMENT  
COMMISSION

By: \_\_\_\_\_  
Name:  
Title: