

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

IN THE HAMILTON SUPERIOR COURT 3
CAUSE NO. 20D03-9308-CP-404

GEORGE N. CLARK,
HAMILTON COUNTY FARM BUREAU
COOPERATIVE ASSOCIATION, INC.,
BRITTON FARMS, INC.

and all others similarly
situated,

Plaintiffs,

vs.

CSX TRANSPORTATION, INC.,

Defendant.

CLERK, HAMILTON COUNTY COURTS

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CLARK vs. CSX
CLASS ACTION SETTLEMENT AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
LIST OF EXHIBITS	ii
I. DEFINITIONS	2
II. PRELIMINARY APPROVAL	6
III. CERTIFICATION OF SETTLEMENT CLASS; OPT-OUT RIGHTS FOR NEW CLASS MEMBERS	7
MONETARY TERMS	7
A. Benefits Payments; Claimant Account	7
B. Notice and Administrative Costs; Administrative Account	8
C. Class Counsel Fees and Expenses.....	9
V. CASH BENEFITS.....	9
A. Generally	9
B. Landowner Benefits.....	10
C. Refund Benefit	10
D. Class Representative Benefits	11
NON-CASH BENEFITS: DETERMINATION OF TITLE; ENTRY OF DECLARATORY JUDGMENT ...	12
A. DEED REVIEW AND TITLE DETERMINATION	12
B. DETERMINATION OF BENEFITS AND DECLARATORY JUDGMENT	12
CLAIMS ADMINISTRATION.....	13
A. Claims Administrator; Claims Office.....	13
B. Claims Office Functions.....	14
C. Claims Processing Protocol	14
VIII. RIGHT OF WITHDRAWAL; EFFECT OF WITHDRAWAL.....	14
A. CSX's Right of Withdrawal.....	14
B. Effect of Withdrawal	15
IX. COURT'S SETTLEMENT APPROVAL ORDER.....	15
X. EFFECT OF SETTLEMENT; EXCLUSIVE REMEDY; DISMISSAL OF ACTION; JURISDICTION OF COURT.....	16
A. EFFECT OF SETTLEMENT.....	16
B. Exclusive Remedy	16
C. Dismissal of Action	17
D. Continuing Jurisdiction of Court	17
E. Return of Funds to CSX.....	17
REPRESENTATIONS AND WARRANTIES	17
XII. MISCELLANEOUS PROVISIONS.....	17
XIII. TERMINATION OF AGREEMENT	19

EXHIBITS

EXHIBIT A.....	ABANDONED RAILROAD CORRIDORS ("ABANDONED PROPERTY")
EXHIBIT B.....	CLAIMS PROCESSING PROTOCOL
EXHIBIT C.....	LEGAL NOTICE
EXHIBIT D.....	COURT NOTICE
EXHIBIT E.....	EXCLUSION FORM
EXHIBIT F.....	CLAIM FORM
EXHIBIT G	GUARANTY

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CSX TRANSPORTATION, INC.,)
)
Defendant.)

CLASS ACTION SETTLEMENT AGREEMENT

Plaintiffs George N. Clark, Hamilton County Farm Bureau Cooperative Association, Inc., Britton Farms, Inc. ("Named Plaintiffs"), on behalf of themselves and all others similarly situated, by and through the undersigned Class Counsel and CSX Transportation, Inc. and their predecessors, successors, parent companies, affiliates, subsidiaries, and assigns (collectively, "CSX"), hereby enter into this Settlement Agreement ("Agreement") providing for settlement of the claims described below, pursuant to the terms and conditions set forth below, subject to the approval of the Court.

WHEREAS, on May 2, 1994 (and amended on June 6, 1994), a statewide class action was certified in Superior Court Number 3 in Hamilton County, Indiana, *Clark et al. v. CSX Transportation, Inc.*, Cause No. 29D03-9308-CP-404 ("*Clark*");

WHEREAS, on May 2, 1994, Class Counsel were appointed by the court in *Clark* to represent the described statewide class of landowners;

WHEREAS, both Parties appealed the judgment of this Court entered January 6, 1999 on the Carmel Subclass Claim to Quiet Title as to Defendant CSX;

WHEREAS, the Indiana Court of Appeals rendered its judgment on October 12, 2000;

WHEREAS, the Plaintiffs subsequently filed a Petition to Transfer before the Indiana Supreme Court which is currently pending;

WHEREAS, Named Plaintiffs and the Settlement Class, by and through Class Counsel, and CSX have agreed that the claims of the various members of the certified statewide class relating to property abandoned by railroads should be settled and forever put at rest;

WHEREAS, CSX has denied and continues to deny Plaintiffs' claims in the Complaint and other similar actions and denies any wrongdoing or liability to Plaintiffs of any kind;

WHEREAS, Class Counsel have conducted a thorough examination and investigation of the facts and law relating to the matters set forth in the Complaint;

WHEREAS, the Parties have engaged in extensive, arm's-length negotiations extending for a period in excess of two years regarding the settlement of Abandoned Property Claims in Indiana;

WHEREAS, after analyzing the facts and law applicable to Plaintiffs' claims, and taking into account the burdens, risks, uncertainties, and expense of litigation, as well as the fair, cost-effective, and assured method of resolving claims of the Settlement Class under this Agreement, the undersigned Class Counsel have concluded that this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class;

WHEREAS, CSX has similarly concluded that this Agreement is desirable in order to reduce the time, risk, and expense of multiple-claim litigation, and to resolve finally and completely the Abandoned Property Claims of the Settlement Class;

NOW, THEREFORE, the undersigned Parties stipulate and agree that all Abandoned Property Claims of the Settlement Class against CSX shall be finally settled and resolved on the terms and conditions set forth below, subject to the Court's approval of this Agreement as a fair, reasonable, and adequate settlement under Ind. T. R. 23(E).

I. DEFINITIONS

As used in this Agreement, including its Exhibits, the following terms shall have the meanings set forth below. Where the context so indicates or requires, defined terms stated in the singular shall be deemed to include the plural and vice versa.

"Abandoned Property" means that property which comprises the Settlement Corridors, as more particularly identified on Exhibit A hereto.

“Abandoned Property Claim” means any and all claims, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, that are or may be asserted now or in the future by any or all Class Members against CSX arising out of or relating to the ownership interest in or use of the Abandoned Property, or any other claims addressed in or arising out of the subject matter of the Complaint, including without limitation claims for breach of contract, breach of covenant, fraud, slander of title, trespass, quiet title and removal of cloud on title.

“Abandonment Date” means the date when the Settlement Corridors became Abandoned Property. For purposes of this Agreement, the applicable Abandonment Dates are identified in Exhibit A.

“Action” means *George N. Clark et al. v. CSX Transportation, Inc.*, Cause No. 29D03-9308-CP-404 which, as of the Effective Date, is pending before the Court.

“Administrative Account” means the account from which costs of notice and administration of the Agreement shall be paid, as more fully described in Paragraph IV.B, below.

“Administrative Costs” means the cost of providing Court Notice and the costs of administering the settlement.

“Agreement” means this Class Action Settlement Agreement and includes the Exhibits hereto, which are incorporated into and made a part of this Agreement.

“Claim Deadline” with respect to each claim means the earlier of 60 (sixty) days from the date of the mailing of the Claim Form to the Claimant or 120 (one hundred twenty) days from publication of the Legal Notice, attached hereto as Exhibit C.

“Claim Form” means the form attached as Exhibit F hereto.

“Claimant Account” means the account from which benefits shall be paid to Class Members who qualify for Claimant Benefits under this Agreement, as more fully described in Paragraph IV.A, below.

“Claimant Benefits” means the Landowner Benefits and the Refund Benefit, as described in this Agreement.

“Claims Administrator” means Jon Noland, or such other Person as may be selected by the Parties and appointed by the Court to administer claims under the Agreement.

“Claims Office” means “Claims Office” as that term is defined and described in Section VII, below.

"Claims Officers" means "Claims Officers" as that term is defined and described in Section VII, below.

"Claims Processing Protocol" means the document attached as Exhibit B hereto, which may be supplemented by requirements agreed to by the Parties subject to the approval of the Court and communicated to Class Members.

"Class Counsel" means Nels Ackerson, The Ackerson Group, Chartered, Washington, D.C., Henry J. Price, Price, Potter, Jackson Waicukauski & Mellowitz, P.C., Indianapolis, Indiana, and John D. Proffitt, Campbell Kyle Proffitt, Noblesville, Indiana and any other counsel designated by the Court, which shall have continuing jurisdiction for such purpose.

"Class Members" means all Persons in the Settlement Class who do not opt-out.

"Compensation Period" means, as to each Qualifying Parcel along the Settlement Corridors listed in Exhibit A, the period of time beginning with the later of the abandonment date or August 19, 1987 up to the date of preliminary approval of the Settlement Agreement by the Court.

"Complaint" means the Third Amended Complaint filed in the Court in the Action.

"Court" means the Hamilton County Superior Court 3, and the Honorable William J. Hughes or his successor.

"Court Notice" means the notice of the settlement agreed to in this Settlement Agreement to be disseminated which, subject to the approval of the Court, shall be in a form substantially similar to the document attached as Exhibit D hereto.

"Deed Review Committee" means representatives of the Class Counsel and CSX's counsel who will review Railroad Source Documents to determine superiority of title between CSX and Class Members.

"Effective Date" means the date on which this Agreement has been signed by all Parties hereto.

"Exclusion Form" means the form attached as Exhibit E hereto.

"Fee Parcel" means a parcel of the Settlement Corridor in which CSX or its predecessor received fee title.

"Final" means that no timely appeals have been taken or that all appeals taken have been exhausted.

"Finally Determined" means, for each Claim, 1) a properly and timely completed Claim Form was received, 2) the Claims Office has determined that the person returning the Claim Form is a Class Member, 3) the Claim Deadline has passed, 4) the Deed Review Committee has determined whether the parcel at issue is a Qualifying Parcel or Fee Parcel (including a determination by the Court if needed), 5) the Claims Office has determined the amount of Landowner Benefits, if any, due to the Class Member submitting the Claim Form, and 6) the Claims Office has decided whether the Class Member submitting the Claim Form is eligible for the Refund Benefit and, if so, in what amount.

"Hearing on Final Approval" means the hearing to be conducted by the Court in connection with the determination of the fairness, reasonableness, and adequacy of this Agreement under Ind. T.R. 23(E) on a date to be set by the Court.

"Landowner Benefits" means "Landowner Benefits" as that term is defined and described in Paragraph V.B, below.

"Litigation Class" means the class certified on May 2, 1994 as clarified by Court Order on September 15, 1998, and who did not opt out.

"Objection Deadline" means the deadline, to be agreed by the Parties subject to the approval of the Court and communicated to Class Members, by which Class Members may file objections to this Agreement.

"Opt-Out Deadline" means the date 60 (sixty) days from the date the Court Notice is mailed, or such other date before the Hearing on Final Approval, to be agreed by the Parties subject to the approval of the Court and communicated to the Class Members. This date applies to only those Class Members who are members of the Settlement Class but are not members of the Litigation Class and therefore have never before been provided an opportunity to opt out.

"Order and Judgment" means the order to be entered by the Court, finally approving the Agreement as fair, reasonable, and adequate under Ind. T.R. 23(E), confirming the Settlement Class certification under Ind. T.R. 23(E), and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of the Agreement.

"Parties" means, collectively, Plaintiffs Class and CSX.

"Persons" means natural or legal persons, entities, and organizations of any kind.

"Plaintiffs" means George N. Clark, Hamilton County Farm Bureau Cooperative Association, Inc., and Britton Farms, Inc., also referred to as "Named Plaintiffs" and "Class Representatives."

"Preliminary Approval" means the Court's conditional certification of the Settlement Class and preliminary approval of the Agreement pursuant to Ind. T. R. 23(B)(3) and 23(E), and entry of orders providing for notice of the Agreement to putative Class Members.

"Prior Court Notice" means the Official Notice of Class Action mailed to the Litigation Class on July 31, 1998, and published in nine Indiana newspapers in August, 1998.

"Qualifying Parcel" means a parcel of the Settlement Corridor in which CSX or its predecessors received less than fee title.

"Railroad Source Documents" means deeds or other documents upon which CSX relies as granting to CSX or its predecessors rights to property that subsequent to the date of such grant has become Abandoned Property.

"Released Parties" means CSX and its predecessors, successors, parent companies, subsidiaries, assigns, affiliates, officers, directors, agents, attorneys, and employees.

"Refund Benefit" means the reimbursement to certain Class Members who purchased Qualifying Parcels, as described in Section V(C).

"Settlement Class" means (a) all persons in the Litigation Class; (b) all persons who first became owners of property underlying or adjoining Abandoned Property after August 1, 1998; (c) all persons who owned property underlying or adjoining Abandoned Property at some time between August 19, 1987 and May 2, 1994; and (d) all persons who own or owned property underlying or adjoining Abandoned Property that was abandoned after May 2, 1994.

"Settlement Corridors" means the railroad corridors in Indiana identified on Exhibit A hereto.

II. PRELIMINARY APPROVAL

A. Promptly after the Effective Date, the Parties shall submit the Agreement to the Court for its Preliminary Approval and shall move the Court for one or more orders that by their terms shall:

1. appoint Plaintiffs as the representatives of the Settlement Class;
2. confirm the appointment of Class Counsel;
3. preliminarily and conditionally certify the Settlement Class under Ind. T.R. 23(B)(3) and 23(E) and preliminarily approve the Agreement for purposes of issuing notice of the Agreement to putative Class Members;

4. schedule the Hearing on Final Approval, Opt-Out Deadline, Objection Deadline, Claim Deadline, and any other settlement-related dates and deadlines for inclusion in the Court Notice;

5. approve the form, contents, and method of dissemination of the Court Notice and Legal Notice; and

6. preliminarily approve the fee structure proposed by Class Counsel, including the mechanism of an interim payment.

B. The Parties shall cooperate, assist, and undertake all reasonable actions to accomplish the above on the schedule set by the Court.

III. CERTIFICATION OF SETTLEMENT CLASS; OPT-OUT RIGHTS FOR NEW CLASS MEMBERS

A. Subject to the Court's approval, the Settlement Class shall be certified for settlement purposes only, pursuant to Ind. T.R. 23(B)(3) and 23(E), in this action, without prejudice to the Parties' ability to contest, oppose, propose, or support class certification as to non-settled claims in any other action or for any other purpose.

B. Members of the Settlement Class who are not a part of the Litigation Class shall have the right to opt out from the Settlement Class. If one of the owners of jointly owned property who is eligible to and does exclude himself or herself from the Settlement Class, any and all co-owners of such property shall also be excluded from the Settlement Class. Members of the Settlement Class who do not timely opt out shall be bound by the terms of this Agreement.

IV. MONETARY TERMS

A. Benefits Payments; Claimant Account

1. Subject to the provisions of section IV(A)(4) below, final benefit payments made to qualifying Class Members under this Agreement shall not be subject to any reduction for the costs of notice to Class Members and administration of the Agreement, Class Counsel fees and expenses, or any other costs or expenses.

2. To facilitate payment of Claimant Benefits to qualifying Class Members, the Claims Office (or a Court-appointed escrow agent) shall, within sixty (60) days of Final Court Approval of the Settlement Agreement, establish a separate "Claimant Account" to pay Claimant Benefits. At CSX's option, the Claimant Account shall be established as a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and all rules and regulations thereunder.

3. CSX shall make an initial deposit of \$200,000 (two hundred thousand dollars) into the Claimant Account by the Claim Deadline, and thereafter, subject to the monetary caps specified herein, shall provide sufficient funding of the Claimant Account to assure that sufficient funds are available for Claimant Benefits by the time as needed for timely payment.

4. Claimant Benefits will be processed and payment priority will be assigned in the order in which Claim Forms are received and Finally Determined. Regardless of the total amount of Claimant Benefits sought by the Settlement Class, CSX is liable only for (1) \$3.3 million for Landowner Benefits, (2) \$700,000 for Refund Benefits, and (3) \$750,000 in Administrative Costs (subject to unclaimed amounts available for one benefit being used for another, as described in Sections IV(B)(2), V(B)(5), V(C)(6) and V(D) of this Agreement). CSX's liability is so limited even if an unexpectedly large number of claimants results in some later arriving claims going unpaid. Each Claimant Benefit must be paid within thirty (30) days of a Final Determination of the claim. No claims shall be paid unless and until the Order and Judgment is entered approving the Settlement and such Order and Judgment has become final and not appealable.

5. Each qualifying Class Member's Claimant Benefits shall be paid in a single lump sum.

B. Notice and Administrative Costs; Administrative Account

1. CSX shall be responsible for Administrative Costs not to exceed \$750,000. Such Administration Costs shall be paid out of a separate "Administrative Account," to be established by the Claims Office (or a Court-appointed escrow agent). At CSX's option, the Administrative Account shall be established as a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and all rules and regulations thereunder.

2. CSX shall make an initial deposit of \$100,000 (one hundred thousand dollars) into the Administrative Account within ten (10) days of preliminary court approval of this Agreement, and shall make such additional deposits thereafter as the Claims Administrator deems necessary for the reasonable expenses of administering the Agreement provided that the amount CSX is required to deposit into the Administrative Account shall not exceed \$750,000 (seven hundred fifty thousand dollars). If Administrative Costs exceed this amount, such excess costs shall be paid first from any unclaimed funds from the Claimant Account and second, from attorney's fees.

3. Class Members shall have no obligation to pay for any claims processing expenses, costs incurred by the Claims Office in responding to Class Member inquiries, or any other settlement-related administrative expenses.

C. Class Counsel Fees and Expenses

1. In addition to and not inclusive of Claimant Benefits and Administrative Costs, CSX shall pay the reasonable fees and expenses of Class Counsel as awarded by the Court. Class Counsel, however, shall not seek from the Court an award of fees and expenses in excess of \$ 2,250,000 (two million two hundred fifty thousand dollars), and CSX shall not object to an award of fees and expenses in that amount.

2. Class Counsel may seek and CSX shall not object to an interim cash award of fees and expenses of not more than \$1,000,000, payable by CSX within one (1) business day of preliminary approval by the Court; *provided*, however, that CSX shall not be required to pay any such fees and expenses until this Agreement is preliminarily approved by the Court. In the event the Court does not grant final approval to this Agreement or if CSX withdraws from this Agreement as described in Section VIII(A), Class Counsel shall refund the interim cash award of fees and expenses, as described in the document attached hereto as Exhibit G (the "Guaranty"). Moreover, in no event shall CSX's total maximum obligation for Class Counsel fees and expenses over the duration of this Agreement exceed \$ 2,250,000 (two million two hundred fifty thousand dollars), as stated in Subparagraph IV(C)(1), above. No Class Counsel fees, other than the interim cash award of not more than \$1 million, will be paid until all qualified claims have been paid under this Agreement.

V. CASH BENEFITS

A. Generally

1. The Claims Administrator shall be responsible for reviewing and evaluating Class Member claims for benefits in accordance with the provisions of the Agreement.

2. Class Members who do not submit Claim Forms for payment under this Agreement shall not be entitled to Claimant Benefits but will be bound by all terms of this Agreement, including the terms of the Order and Judgment and will be barred from bringing any action against CSX as provided in that Order and Judgment.

3. If two or more Class Members jointly owned during the Compensation Period property adjacent to or underlying all or parts of a Qualifying Parcel, then any Claimant Benefits paid will be shared equally by such joint owners.

4. Refund Benefits are not available to any joint owner where another joint owner has elected to receive Landowner Benefits.

B. Landowner Benefits

1. "Landowner Benefits" are the cash benefits to be paid to Class Members who timely file a valid claim requesting such benefits and who establish under the Claims Processing Protocol that they own or some time during the Compensation Period did own property adjoining or underlying all or part of a Qualifying Parcel.

2. Landowner Benefits shall be paid on a linear foot basis, where footage is calculated by the amount of linear footage an eligible Class Member owns adjacent to or underlying the Qualifying Parcel. That is, for example, if a Class Member has 100 (one hundred) feet of frontage on Abandoned Property, but only 50 (fifty) feet of that frontage adjoins or underlies a Qualifying Parcel, then for purposes of calculating Landowner Benefits the Class Member shall be deemed to have 50 (fifty) feet of compensable footage. The total Landowner Benefits for each Qualifying Parcel shall not exceed \$1.50 per linear foot. All Class Members who qualify for Landowner Benefits with respect to a given Qualifying Parcel shall receive a proportionate percentage of the \$1.50 per linear foot based on the years of ownership during the Compensation Period.

3. If and when (a) one or more Class Members are eligible and make claim for Landowner Benefits with respect to a Qualifying Parcel that they have owned or adjoined for only a portion of the Compensation Period, and (b) one or more other Class Members who owned or adjoined such Qualifying Parcel during a prior portion of the Compensation Period do not qualify for Landowner Benefits with respect to that parcel because they either timely filed an Exclusion Form, did not timely file a Claim Form or did not timely perfect their claim, then the amount that such other Class Members would have received in Landowner Benefits under this Agreement if they had so qualified shall be divided among the Class Members who did qualify for Landowners Benefits as to such Qualifying Parcel in the same proportion as their benefits were divided.

4. In no event shall CSX's total obligation for Landowner Benefits exceed three million, three hundred thousand dollars (\$3,300,000). If Class Members' claims for Landowner Benefits for Qualifying Parcels calculated at \$1.50 per linear foot should exceed \$3,300,000, the excess may be paid first from any unclaimed Refund Benefits, then from any unused funds in the Administrative Account, then from attorneys' fees.

C. Refund Benefit

1. A Class Member who has at any time during the Compensation Period purchased from CSX by quitclaim deed all or a portion of a Qualifying Parcel adjacent to his or her land may request and shall be paid by CSX reimbursement of the purchase price (the "Refund Benefit") in lieu of his or her share of Landowner Benefits.

2. The Parties agree the intent of this provision is to make available a refund of the amounts paid by Class Members for purchasing from CSX Qualifying Parcel property who were trying to reassemble the adjoining Abandoned Property with their existing adjoining ownership, and not to refund amounts paid by strangers to the Abandoned Property. Therefore, the Refund Benefit is not available for transactions that did not involve Class Members purchasing Abandoned Property adjoining their property for the purpose of establishing ownership. Ineligible purchases also include any purchases of Abandoned Property by railroad companies, utility companies, governmental entities, and "rails-to-trails" groups.

3. If a Class Member acquired in one transaction all or part of a Qualifying Parcel or Parcels that are adjacent to his or her property along with other non-adjacent but contiguous Qualifying Parcel property, the Refund Benefit shall be available for the entire purchase.

4. If a Class Member acquired both a Qualifying Parcel and a Fee Parcel in one transaction, the Refund Benefit shall equal that percentage of the purchased property that is equal to the percentage of Qualifying Parcel to the entire purchase on a linear basis.

5. Under no circumstances may a Class Member receive both Landowner Benefits and a Refund Benefit for the same Qualifying Parcel.

6. The Refund Benefit will be paid from the Claimant Account. The total liability of CSX for the Refund Benefit shall be limited to \$700,000 (seven hundred thousand dollars). If Class Members' claims for the Refund Benefit should exceed \$700,000, the excess may be paid from any unclaimed Landowner Benefits. In the event that there are insufficient funds available from Landowner Benefits, the excess shall be paid next from any unused funds in the Administrative Account, then from attorneys' fees.

D. Class Representative Benefits

As an additional benefit for their efforts in representing the class, the Class Representatives, George N. Clark, Hamilton County Farm Bureau Cooperative Association, Inc. and Britton Farms, Inc., shall receive an additional compensation of \$5,000 (Five Thousand dollars) each to be paid from the Claimant Account from the \$3,300,000 available for Landowner Benefits at the same time all other amounts are paid from the Claimant Account, unless the Landowner Benefits exceed such monetary cap, in which case the additional compensation shall be paid from the amounts available for attorneys' fees.

VI. NON-CASH BENEFITS: DETERMINATION OF TITLE; ENTRY OF DECLARATORY JUDGMENT

A. Deed Review and Title Determination

CSX will collect and make available for review by the Deed Review Committee all Railroad Source Documents in its possession for the Settlement Corridors. Using relevant Indiana deed construction law, including especially the deed interpretation rules set forth by the Court in its November 26, 1997, Revised order on Parties' Motions for Partial Summary Judgment Concerning the Interpretation of Disputed Instruments of Conveyance Comprising the Monon Corridor Subclass, as modified by the Indiana Supreme Court if a decision is rendered prior to the Hearing on Final Approval or the Indiana Court of Appeals in its judgment on October 12, 2000, the Deed Review Committee will review each Railroad Source Document to determine the interest conveyed. Where the Railroad Source Document conveyed less than fee title, the parcel conveyed shall be a Qualifying Parcel. Where the Railroad Source Document conveyed to CSX or its predecessor fee title, the parcel shall be a "Fee Parcel." In the event the Deed Review Committee cannot agree on the interest conveyed to CSX or its predecessor, the Deed Review Committee will submit the disputed Railroad Source Documents to the Court for determination.

B. Determination of Benefits and Declaratory Judgment

Based upon the review of the Railroad Source Documents and the resulting determination of Qualifying Parcels and Fee Parcels:

1. The Claims Office, under the supervision of the Claims Administrator will determine whether and to what extent a Class Member owns property underlying or adjacent to a Qualifying Parcel and determine Landowner Benefits or the qualification, of those Class Members electing it, for a Refund Benefit.
2. The Court will issue a declaratory judgment, recordable in each county where Abandoned Property is located, stating:
 - a. For all Qualifying Parcels comprising the Settlement Corridor within that county, that the title held by the Settlement Class Members is superior to the title held by CSX in the Qualifying Parcels,
 - b. For all Fee Parcels comprising the Settlement Corridor within that county, that the title held by CSX to the property comprising the

Fee Parcels is superior to the title held by the Settlement Class Members,

- c. Providing that Class Members' title to Qualifying Parcels is subject to and they will not disturb existing telecommunications occupancies and all other existing occupancies which are subject to Ind. Code Sec. 32-5-12-11. The Settlement Class retains all rights against occupants other than CSX except those rights conferred upon the occupants by Ind. Code § 32-5-12-11, and
- d. With respect to the 5.6 mile line between Mt. Vernon and Owensville, CSX shall remove its tracks and associated property from Qualifying Parcels within 12 months after the Declaratory Judgment is issued. Class Members agree to allow CSX to enter the Qualifying Parcels in this location for this purpose without further notice.

VII. CLAIMS ADMINISTRATION

A. Claims Administrator; Claims Office

1. The Claims Administrator shall establish, oversee, and manage the "Claims Office," and shall have the authority to appoint as many "Claims Officers" as are necessary to carry out the duties of the Claims Office, as described in this Section VII and Section VIII, below and as set out in the Claims Processing Protocol, Exhibit B, which document is incorporated herein and made a part of this Agreement. The Claims Administrator shall carry out such responsibilities in as economical and effective a manner as possible, and shall consult with Class Counsel and counsel for CSX on such matters.

2. The Claims Office under the supervision of the Claims Administrator, subject to the Parties' and Court approval, may contract with independent entities to assist in carrying out Claims Office duties.

3. The Claims Administrator shall operate under the continuing supervision and jurisdiction of the Court. The Claims Administrator may be appointed by the Court and shall have, insofar as the Court deems appropriate, the immunities and attributes of a judicial officer with respect to his or her administrative functions. The Claims Administrator's fee shall be paid from the Administrative Account .

4. The Claims Office shall maintain all appropriate records relating to the payment of claims and administrative expenses. Class Counsel and CSX shall be entitled to inspect Claims Office records, including real property records and claimant submissions, upon reasonable notice.

B. Claims Office Functions

1. The Claims Office shall assist the Court in processing and tabulating opt-out requests.
2. The Claims Office shall cause the Notice, introductory letter, Claim Form and Exclusion Form, substantially in the form attached to the Agreement, to be mailed by first class mail on or before the deadline specified in the Court's Order preliminarily approving Settlement to all Class Members who can be identified with reasonable effort. Class Counsel shall, at or before the Hearing on Final Approval, file with the Court proof of mailing. The Claims Administrator shall, within five (5) days of mailing the Notice and related documents, cause the Legal Notice to be published by sending it, along with a copy of the Court's Order preliminarily approving Settlement, to the Clerk of each county in which Abandoned Property is located by first class mail and by causing it to be published in a newspaper of general circulation in each county where Abandoned Property is located, in substantially the form and content as that attached to the Agreement. The Claims Administrator shall, at or before the Hearing on Final Approval, file with the Court proof of publication of the Legal Notice.
3. The Claims Office shall be responsible for disseminating information to Class Members concerning settlement procedures, by, *inter alia*, using both a "home page" on the Internet and a toll-free Claims Office telephone "hotline." The Claims Administrator shall consult with Class Counsel and CSX as to the most economical and effective way to establish these devices.
4. The Claims Office shall receive, process, classify, review, and pay Claimant Benefits in accordance with the terms of this Agreement.
5. The Claims Office shall have the power to implement reasonable procedures designed to detect and prevent payment of fraudulent claims, and otherwise to assure an acceptable level of reliability and quality control in claims processing.

C. Claims Processing Protocol

1. Claims shall be processed according to the Claims Processing Protocol, attached hereto as Exhibit B and incorporated into and made a part of this Agreement.

VIII. RIGHT OF WITHDRAWAL; EFFECT OF WITHDRAWAL

A. CSX's Right of Withdrawal

If, in CSX's view, an excessive number of qualified Persons opt out of the Settlement Class, CSX shall have the right to withdraw from this Agreement within 30 (thirty) days of the

date upon which CSX is informed by the Claims Office of the number, names, and, if known, addresses of such Persons who have opted out of the Settlement Class. Whether the number of individuals who have opted out is excessive shall be determined by CSX in its sole discretion. The Claims Office shall not pay any claims before CSX has made a determination not to withdraw from this Agreement.

B. Effect of Withdrawal

In the event that CSX withdraws from this Agreement, this Agreement and all orders and judgments issued to implement this Agreement shall have no further force and effect as to CSX and the Released Parties, except that CSX shall be entitled to a return of all monies it has deposited that have not already been disbursed for notice and claims administration, including any interim cash award of attorney fees, as described in the Guaranty.

IX. COURT'S SETTLEMENT APPROVAL ORDER

This Agreement is subject to and conditional upon the issuance by the Court, following the Hearing on Final Approval, of an "Order and Judgment" granting final approval of the Agreement in accordance with Ind. T.R. 23(E), and providing the below-specified relief, which relief shall be subject to the terms and conditions of this Agreement and the Parties' performance of their continuing rights and obligations hereunder. Such Order and Judgment shall:

1. confirm the certification of the Settlement Class under Ind. T.R. 23(B)(3) and 23(E) for settlement purposes;
2. dismiss with prejudice the Abandoned Property Claims of any and all Class Members, without cost, now existing or hereafter brought against CSX or any other Released Party in state or federal court;
3. bar and enjoin all Class Members from asserting against CSX or any other Released Party any and all Abandoned Property Claims the Class Members have, had, or may have in the future, against CSX or any other Released Party, including but not limited to claims based upon or arising out of the past, present or future use of an occupancy granted by CSX prior to or during the Compensation Period, except any damages (including attorneys' fees, if any) arising from the enforcement of this Agreement;
4. release CSX and all other Released Parties from the Abandoned Property Claims Class Members have, had, or may have in the future, against CSX or any other Released Party, including but not limited to claims based upon or arising out of the past, present or future use of an occupancy granted by CSX prior to or during the Compensation Period;

5. declare that CSX and Class Members' interest in Abandoned Property is limited to that provided for in the Agreement;

6. determine that this Agreement is fair, reasonable, adequate, in the best interests of the Settlement Class, and non-collusive;

7. expressly determine under Ind. T. R. 54(B) that there is no just reason for delay and therefore expressly direct the entry of a final judgment as to the Abandoned Property Claims of Class Members; and

8. reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including CSX and all Class Members, to administer, supervise, construe, and enforce the Agreement in accordance with its terms for the mutual benefit of the Parties.

X. EFFECT OF SETTLEMENT; EXCLUSIVE REMEDY; DISMISSAL OF ACTION; JURISDICTION OF COURT

A. Effect of Settlement

1. The obligation incurred pursuant to this Agreement shall be in full and final disposition of the Complaint and all Abandoned Property Claims against CSX and any other Released Party.

2. Upon the Effective Date of this Agreement, Plaintiffs and all Class Members on behalf of themselves, their heirs, executors, administrators, successors and assigns, and any persons they represent, shall, by operation of the Order and Judgment, release and forever discharge, and shall forever be enjoined from prosecuting, any Abandoned Property Claims against CSX or any Released Party, including but not limited to claims based upon or arising out of the past, present or future use of any occupancy granted by CSX prior to or during the Compensation Period, including occupancy agreements with telecommunications companies, municipalities, utility companies, or any other entity. This Release is effective as to each Class Member regardless whether such Class Member makes a claim for or receives Claimant Benefits. This Agreement does not release any claims Class Members may have against any third party who is not a Released Party under this Agreement.

B. Exclusive Remedy

This Agreement shall be the exclusive remedy for any and all Abandoned Property Claims of Class Members and for any claim arising out of the subject matter of this Agreement and the Complaint by any Class Member against CSX and any and all other Released Parties. No Released Party shall be subject to liability or expense of any kind to any Class Member with respect to any Abandoned Property Claim, except as provided herein. Upon entry of the Order and Judgment by the Court approving this Agreement, each and every Class Member

shall be barred from initiating, asserting, or prosecuting any Abandoned Property Claim against CSX or any and all other Released Parties.

C. Dismissal of Action

When the Court's Order and Judgment approving this Agreement becomes Final, the Abandoned Property Claims shall be dismissed with prejudice as to all Class Members.

D. Continuing Jurisdiction of Court

The Court shall retain exclusive and continuing jurisdiction over the Complaint and all Parties named or described therein, and over the Agreement with respect to the performance of the terms and conditions of the Agreement, to assure that all disbursements are properly made and to interpret and enforce the Agreement's terms, conditions, and obligations, and to issue necessary document subpoenas. The Court shall have the power to approve the Claims Administrator's designation, appointment, and removal of auditors, consultants, and disbursing agents, and the execution of contracts as necessary and appropriate to assure the administration of the Agreement.

E. Return of Funds to CSX

Within thirty (30) days after 1) all claims have been Finally Determined, 2) all claims have been paid or denied, and 3) the time for Claim Members to appeal Claimant Benefit denials or amounts has run, and all timely appeals have been resolved, all funds remaining in the Administrative and Claimant Accounts shall be returned to CSX.

XI. REPRESENTATIONS AND WARRANTIES

A. Class Counsel represents and warrants that they have the authority to enter into the Agreement on behalf of Plaintiffs, subject to Court approval. The Agreement has been duly and validly executed and delivered by Class Counsel, and, subject to Court approval, constitutes a legal, valid, and binding obligation of the Settlement Class.

B. CSX represents and warrants that it has all requisite corporate power and authority to execute, deliver, and perform the Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by CSX of the Agreement and the consummation by CSX of the transactions contemplated herein have been duly authorized by all necessary corporate action. The Agreement has been duly and validly executed and delivered by CSX, and, subject to Court approval, constitutes its legal, valid, and binding obligation.

XII. MISCELLANEOUS PROVISIONS

A. Neither the Agreement, approved or not approved, nor any Exhibit, document, or instrument delivered hereunder, nor any statement, transaction, or proceeding in connection

with the negotiation, execution, or implementation of this Agreement (including determinations by the Court or Claims Administrator with respect to individual claimant appeals), nor any determination of the Deed Review Committee, is intended to be or shall be construed as or deemed to be evidence of an admission or concession by CSX or any other Released Party of any liability or wrongdoing, or of the truth of any allegations in the Complaint, or of the appropriateness of class certification; no such document, statement, determination, or other matter shall be admissible in evidence for any such purpose in this or any other proceeding, or shall be useable as legal precedent on Indiana real property law or other issues in any other proceeding.

B. The Agreement, including all Exhibits attached hereto, constitutes the entire agreement by and among the Parties with regard to the subject matter of the Agreement, and shall supersede any previous agreements and understandings between the Parties with respect to the subject matter of the Agreement. The Agreement may not be modified or amended except in writing signed by all Parties hereto.

C. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

D. The Parties agree that, if the Indiana Supreme Court has not ruled on the Plaintiffs' Petition to Transfer by the time of the hearing on final court approval of this Settlement, the Parties will jointly move to dismiss the appeal as moot. The Parties have asked the Indiana Supreme Court to return jurisdiction to the Court for the limited purpose of approving the settlement. If the Supreme Court does not grant the motion, the Parties will await the return of jurisdiction to the Court and will request the Court to proceed with the process of preliminary and final approval at that time.

E. Any notice, request, instruction, or other document to be given by any Party to any other Party (other than class notification) shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid as follows:

If to CSX:

Frank A. Lonegro
Associate General Counsel
CSX Transportation, Inc.
500 Water Street (J-150)
Jacksonville, FL 32202

Christopher G. Scanlon
Baker & Daniels
300 North Meridian Street
Suite 2700
Indianapolis, IN 46204

If to Plaintiff and/or Class Counsel:

Nels Ackerson, Esq.
The Ackerson Group, Chartered
1666 K Street, #1010
Washington, DC 20006

Henry J. Price, Esq.
Price, Potter, Jackson,
Waicukauski & Mellowitz, P.C.
301 Massachusetts Avenue
Indianapolis, IN 46204

John D. Proffitt
Campbell Kyle Proffitt
198 South Ninth Street
Post Office Box 2020
Noblesville, Indiana 46060

F. All applications for Court approval or Court orders required under the Agreement shall be made on notice to all signatories hereto.

XIII. TERMINATION OF AGREEMENT

This Agreement shall be automatically terminated, without notice, if the Court declines to enter an Order and Judgment or if the Order and Judgment as described in Section IX, above, do not become Final. In the event of termination, all Parties shall be restored to their respective positions immediately prior to execution of the Agreement.

DATED: January 18, 2002

CLASS COUNSEL

Nels Ackerson
Nels Ackerson
THE ACKERSON GROUP, CHARTERED
1666 K Street, N.W.
Suite 1010
Washington, D.C. 20006-1217

DATED: January 8, 2002

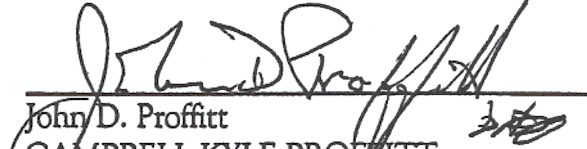
CLASS COUNSEL



Henry J. Price
**PRICE POTTER JACKSON WAICUKAUSKI
& MELLOWITZ, P.C.
301 Massachusetts Avenue
Indianapolis, Indiana 46204**

DATED: January 8, 2002

CLASS COUNSEL



John D. Proffitt
CAMPBELL KYLE PROFFITT
650 East Carmel Drive, Suite 400
Carmel, IN 46032

DATED: January 15, 2002

CSX TRANSPORTATION, INC.

A handwritten signature in black ink, appearing to read "Frank A. Loney", is written over a horizontal line.

Frank A. Loney
CSX TRANSPORTATION, INC.

DATED: January 17, 2002

CSX TRANSPORTATION, INC.

A handwritten signature in black ink, appearing to read "Chris Scanlon", written over a horizontal line.

Christopher G. Scanlon
BAKER & DANIELS

300 North Meridian Street, Suite 2700
Indianapolis, Indiana 46204-1782

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