

MEMORANDUM OF UNDERSTANDING

between

**THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN, A
DIVISION OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

and

ANCORA HOLDINGS LLC

THIS AGREEMENT is entered into by and between Ancora Holdings Group LLC (collectively with its affiliates and the participants in its solicitation, "Ancora") and the Brotherhood of Locomotive Engineers and Trainmen, a Division of the International Brotherhood of Teamsters ("BLET").

Ancora is a sizable shareholder of Norfolk Southern Corporation ("NSC" or the "Carrier") and has nominated seven unaffiliated individuals (the "Shareholder Slate") for election to NSC's 13-member Board of Directors at the Annual Meeting of Shareholders scheduled to be held on May 9, 2024. If the Shareholder Slate is successful, it plans to appoint new leadership (the "Management Transition"). Upon successful completion of the Management Transition, to ensure the continued integrity and efficiency of rail operations, the Parties agree to the following terms and will use reasonable best efforts to uphold them:

1. NSC agrees that under no circumstances will an engineer who receives an engineer assignment, including pools and extra boards, through Predictable Workforce Scheduling (PWS), as set forth in Article V of the 2015 NSR – BLET Agreement, be required to work in another craft (e.g., as a conductor) during any weekly cycle. An engineer is not precluded from volunteering to work in another craft during any weekly cycle in which they have received an engineer assignment through PWS.
2. As Paragraph 1, above, resolves the issue in dispute, within one (1) week of the effective date of this Agreement, NSC and BLET will each voluntarily dismiss their claims with prejudice in *Brotherhood of Locomotive Engineers and Trainmen v. Norfolk Southern Railway Company*, Case 1:21-cv-01866 (N.D. Ohio).
3. Notwithstanding any provision of Article II - Thoroughbred Performance Bonus (TPB) of the 2015 NSR – BLET Agreement to the contrary, if the TPB for any non-unionized employees of the carrier is eliminated or suspended for any given year, BLET Teamsters-represented locomotive engineers will receive a full ten percent (10%) of their engineer earnings if otherwise eligible for a TPB in the same year.
4. NSC agrees seniority zones/districts will not be enhanced or altered without the consent of the BLET.
5. Appendix II – Work/Rest Guidelines Section 5 - Calling Windows of the 2015 NSR – BLET Agreement allows for calling windows to be advertised by mutual agreement. NSC and BLET agree that within thirty (30) days of the effective date of this Agreement, BLET will select

three terminal/away from home terminals in which calling windows will be advertised. The steering committee will evaluate the pool after 12 months to explore implementing at other locations.

6. Within fourteen (14) days of the effective date of this Agreement, the carrier shall name three (3) representatives and the BLET will name three (3) General Chairman, to the Disputes Committee set forth in Article X, Section 1 of the 2015 NSR – BLET Agreement. The Disputes Resolution Committee will meet no less than quarterly with the first meeting to occur no later than thirty (30) days from the effective date of this Agreement.

7. NSC and BLET agree to explore expanding the C3RS IMOU to all locations.

8. NSC agrees that BLET-chosen representatives will participate in the training of all new hires and LET's.

9. BLET will be included in a joint steering committee with transportation for input in operational changes or enhancements.

10. For purposes of Article XI - Scope only, "Road Service" shall be defined as any job or assignment in which a locomotive, form of locomotive power, or on-rail equipment leaves the geographical boundaries of the yard by more than five miles or outside of switching limits, whichever is closer (e.g., operations six (6) miles outside the yard but within switching limits would be considered road service).

11. Notwithstanding Article XI - Scope, Section 2, paragraphs 3(a), (b), (c) and 4, NSC agrees that on any job or assignment in any class of yard service, on which both conventional (on-board, fixed) controls are used to operate at least some of that job or assignment and remote control locomotive equipment is in use, a locomotive engineer holding engineer seniority shall operate the conventional controls, without exception.

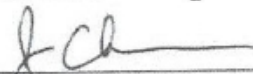
12. **Effective Date:** The parties will use all reasonable best efforts to ensure a definitive version of this Agreement goes into effect if the Management Transition is successful. If the Management Transition is successful, then the Agreement shall at that time: (a) shall become effective immediately; (b) shall be binding on the Parties hereto, including their successors and assigns; (c) may be terminated only upon the express consent of the Parties (including their successors and assigns); (d) may be amended or otherwise modified only upon the express consent of the Parties (including their successors and assigns).

13. Any dispute concerning the interpretation or application of the provisions set forth in paragraphs (1) through (11) of this Agreement, and any dispute pertaining to the success or lack thereof of the Transaction, as provided in Paragraph (12) of the Agreement shall be resolved through final and binding arbitration. Any dispute involving the challenge by either Party (including its successors and assigns) pertaining to the termination or amendment of this Agreement, may be referred to final and binding arbitration if both Parties mutually agree to do so; if mutual agreement is not obtained, however, then the Parties each reserve the right to petition

a court of competent jurisdiction to seek equitable relief, including specific performance, restitution, attorneys fees, whatever relief the court deems appropriate.

The Parties acknowledge that the terms and conditions outlined in this MOU are preliminary and subject to further discussion and mutual agreement following the prospective Management Transition. Each Party commits to engage in good faith negotiations to refine and finalize the details of these terms. Additionally, the Parties recognize that the implementation of the agreed-upon terms will require a reasonable period, to be determined through mutual agreement, to accommodate practical and logistical considerations. Both Parties commit to cooperating fully to ensure effective and timely implementation of these terms within a timeframe that is deemed reasonable by both Parties.

Ancora Holdings Group LLC



Signature
James Chadwick

Print Name
President, Ancora Alternatives LLC

Title
4/26/2024

Date

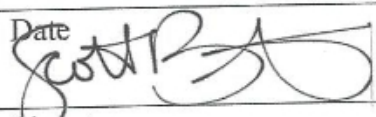
Brotherhood of Locomotive Engineers and Trainmen

Dewayne Dehart

Signature
Dewayne Dehart

Print Name
General Chairman

Title
4/26/2024

Date


Signature
Scott Buntin

Print Name
General Chairman

Title
04/26/24

Date
Jerry J Sturdivant

Signature
Jerry Sturdivant

Print Name
General Chairman

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04/26/24

Date