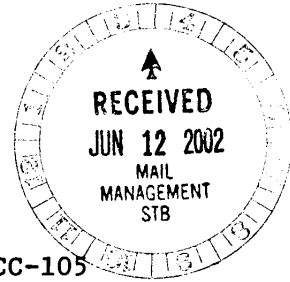


U.S. DEPARTMENT OF TRANSPORTATION
SURFACE TRANSPORTATION BOARD



DHX, INC.,

Complainant,

v.

STB Docket No. WCC-105

MATSON NAVIGATION COMPANY
and SL SERVICE, INC.,
f/k/a SEA-LAND SERVICE,
INC.,

dos 607

Defendants.

COMPLAINANT'S OPPOSITION TO DEFENDANT'S
MOTIONS FOR OFFICIAL NOTICE AND TO
DISMISS TWO COUNTS OF THE AMENDED COMPLAINT

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Dated: 12 June 2002

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Introduction

COMES NOW, Complainant, DHX, Inc. (hereinafter referred to as "DHX" or Complainant) by and through its counsel and submits this its reply in Opposition to the motion of defendant SL Service, Inc. formerly known as Sea-Land Service, Inc. (hereinafter referred to as "Sea-Land" or Defendant) to dismiss two counts of the Amended Complaint. Sea-Land, in its motion, has actually made a "motion within a motion" as Sea-Land has requested that the Board take Official Notice of defendants' tariffs. (See Sea-Land motion at pages 7-8). This motion within a motion presents legal and fact issues that are not the same as those raised for a motion to dismiss. In order to minimize any confusion on this matter, counsel for DHX has addressed Defendant's motion for Official Notice as a separate section of this Opposition Memorandum.

Complainant has therefore bi-furcated this pleading and hereby submits Complainant's Opposition to Sea-Land's Motion For Official Notice (identified herein as "Part 'A'") and Complainant's Opposition to Sea-Land's Motion to Dismiss (identified herein as "Part 'B'"). Complainant has taken this unusual approach as this case represents much more than defendants will admit. As will be reflected in Part "A", defendant Sea-Land no longer exists as an operating company. Part "B" will reflect that more than ample grounds exist for the matters raised in the Amended Complaint and that Sea-Land is not entitled to dismiss of any of the involved claims.

2.

In addition to the above, the motion of Sea-Land states that it seeks the dismissal of Count III of the Amended Complaint "as to both defendants" (Sea-Land motion at page 1). Since Matson Navigation Company has its own counsel, and since Matson Navigation Company is not a participant in this motion, it is inappropriate for a single defendant to seek dismissal of any claim "on behalf of" any other defendant. The counsel filing the instant motion state that the motion is filed by "Defendant Sea-Land Service, Inc. now known as SL Service, Inc." (Sea-Land motion at page 1). The pleading by Sea-Land does not reflect that it is filed with the assent nor concurrence of Matson or Matson's counsel. Accordingly, any action regarding Count III as it pertains to Matson Navigation can not be taken.

Summary of Opposition

Part A

The request for official notice is flawed in that it is overly broad, lack the requisite specific tariff references, would require the Board to review over 28,000+ pages of matter, and involves an attempt by Sea-Land to use the tariff of another carrier as "Sea-Land's own" tariff. What has been determined is that Sea-Land's representation that "CSX Lines, LLC" is only a trade name is untrue. CSX Lines, LLC is not only a separate legal entity but dates to July 1998. Sea-Land, which was sold out 'foreign' on or about December 10, 1999 ceased to exist as an operating company. At some time be-

3.

tween December 10, 1999 and January 24, 2000, the parent company of Sea-Land (CSX Corporation) established CSX Lines, LLC as a new carrier and CSX Lines, LLC is wholly owned by CSX Corporation. CSX Lines, LLC did not file a tariff in the subject trade from January 24, 2000 until June 14-15, 2001. The time frames of this Amended Complaint date from October 1997 forward. Accordingly, any use or reference to the tariff of CSX Lines, LLC (which carrier is not a party to this proceeding) which was not filed until June 15, 2001 is inappropriate. Complainant having learned of this situation can not even certify to the Board the authenticity of previous Sea-Land tariff pages in STB SEAU 468 as that tariff was cancelled on or about May 14, 1999. Sea-Land, however, continued to "publish" STB SEAU 468 from May 14, 1999 to June 14, 2001. The use of Official Notice as a "substitute" for proof and fact by Sea-Land is not appropriate and should have been more clearly disclosed to the Board by Sea-Land. The motion/request for Official Notice must be denied.

Part B

A motion to dismiss under the Board's Rules of Practice and Procedure is the same as a motion for summary judgment. Since there are obviously factual issues/questions, not only as to the authenticity of tariffs but identity of the present "defendant", summary judgment/dismissal is not available. In any event, Complainant's averments in Count III are consistent with the elements articulated by the Interstate Com-

merce Commission in Georgia-Pacific Corporation--Petition For Declaratory Order--Certain Rates and Practices Of Oneida Motor Freight, Inc., 9 I.C.C. 796, 814 (1993). In that case, the Commission adopted the use of a Comparative Rate Analysis for rate reasonableness. The Commission noted that to use a comparative rate analysis to challenge "existing" carrier rates, a shipper would have to demonstrate "some form of market failure such as an entry barrier". 9 I.C.C.2d. at 814. Complainant has alleged such a barrier in this case. See, pages 2, and 42-44 of the Amended Complaint. The motion to dismiss Count III must be denied.

As noted above, the "identity" of the defendant in this proceeding is now an issue. The real party in interest in the defense of the claims raised herein, upon Complainant's information and belief, is CSX Lines, LLC and CSX Corporation. Sea-Land does not exist as an operating company. Exhibit No. 4 reflects the operating units of CSX Corporation as (1) CSX Transportation, Inc., (2) CSX Intermodal, Inc., (3) CSX Lines, LLC, (4) CSX World Terminals, Inc., (5) The Greenbrier, (6) Yukon Pacific Corporation. (Exhibit No. 4, page 179 of 204). While "SL Service, Inc." remains listed as a wholly owned subsidiary of CSX Corporation, it is clearly dormant/defunct. The Board, as part of any further Order in this proceeding, will need to know just "who" is the real party in interest in regard to defendant Sea-Land Service, Inc.

PART A

U.S. DEPARTMENT OF TRANSPORTATION
SURFACE TRANSPORTATION BOARD

DHX, INC.,

Complainant,

v.

STB Docket No. WCC-105

MATSON NAVIGATION COMPANY
and SL SERVICE, INC.
f/k/a SEA-LAND SERVICE,
INC.,

Defendants.

COMPLAINANT'S OPPOSITION TO
MOTION FOR OFFICIAL NOTICE

Defendant, SL Service, Inc., formerly known as Sea-Land Service, Inc. (hereinafter referred to as "Sea-Land" for clarity) on May 24, 2002 served a motion to dismiss two of the claims/counts contained in the Amended Complaint of DHX, Inc. The motion to dismiss contained within its text a request that the Board "take official notice of defendants' tariffs" (Sea-Land motion at page 7). The motion goes on regarding what documents or matters may be the basis of official notice. (See motion at pages 7-8).

The issue of "Official Notice" represents a matter that is divergent from the motion to dismiss. The documents that defendant (remember Sea-Land) wants 'assumed' to be proper and on file are tariffs. A focal issue is not only the legality of defendant's tariffs, but the identity of the carrier that has operated in the United States Hawaii trade since January 2000. Complainant not only objects to the broad request to take Official Notice of unspecified provisions in "defendants'"

6.

tariffs, but DHX must hereby inform the Board that Complainant can not and will not accede to the authenticity of any tariff using the designation "SEAU 468" between the period May 14, 1999 and June 15, 2001. It seems that Sea-Land wants this Board to take official notice of a document, which from February 12, 1996 to May 1999, contains about 28,000 changes.^{1/}

In addition to the issues of authenticity and over-broadness of the involved Sea-Land request for Official Notice, it is noted that Attachment 1 to defendant's motion to dismiss contains a print out from tariff "STB CSXL 468". The reference made in the motion is that STB CSXL 468 is a continuation of STB SEAU 468. The Attachment 1 reflects tariff STB CSXL 468 as being filed by "CSX Lines, LLC". A review of Attachment A to the Amended Complaint reflects that as of January 5, 2000 Sea-Land represented to the public that Sea-Land was "doing business as CSX Lines, LLC". This representation that Sea-Land was doing business as CSX Lines, LLC is mis-leading and is also untrue.

^{1/} Complainant attached to its Amended Complaint tariff pages from STB SEAU 468. See Attachment A to the Amended Complaint. DHX was sent these pages by defendant. However, DHX has now determined that tariff STB SEAU 468 was cancelled (at least in its printed form) effective May 14, 1999. The pages provided to DHX do not disclose this fact but clearly present the appearance that STB SEAU 468 was an on-going single document. The tariff page contained in Attachment A to the Amended Complaint is stated as Correction "34599" issued "05Jan2000" which is over 6 months after this tariff was cancelled. The May 14, 1999 Cancellation Supplement (Supplement No. 3) which is attached hereto and identified as Exhibit No. 1, contains a representation that there would be an "electronic" tariff filed pursuant to Special Tariff Authority No. 6. What is in that "electronic" tariff is open to question at this time.

7.

Defendant Sea-Land was parsed and the majority of its assets were sold to A.P. Moller Mearsk Line on December 10, 1999. The defendant sold its corporate name, equipment, ships, terminal operations, even its corporate headquarters, to Mearsk Line. Attached hereto and identified as Exhibits Numbers 2, 2-A and 3 are the following:

- Exhibit No. 2 - Letter notice dated January 10, 2000 from CSX Lines to shippers holding interchange agreements with Sea-Land;
- Exhibit No. 2-A- Copy of CSX Lines, LLC Interchange Agreement; and
- Exhibit No. 3 - Copy of Maersk Sealand Interchange Agreement.

The Letter notice reflects that Sea-Land interchange agreements will be "null and void" effective January 24, 2000.

The Letter notice likewise requires new interchange agreements with "CSX Lines, LLC". A copy of the most recent available CSX Lines Interchange Agreement is attached as Exhibit No. 2-A. The Mearsk Sealand Interchange Agreement likewise is consistent with the Letter notice (See Exhibit No. 3).

The point of the above is that Sea-Land, the defendant herein, ceased operating some time between December 10, 1999 and January 24, 2000. The elimination of Sea-Land as an operating company of CSX Corporation is reflected in the Annual Report of CSX Corporation for the year 2000 (See Exhibit No. 4 hereto). The CSX Corporation Annual Report identified CSX Lines as a "start up"(See page 135 of 204), that the year 2000 was "its first year in existence" (See page 125 of 204), that CSX Lines, LLC was "formed in 1999" (See page 117 of 204).

8.

In addition, Complainant hereby identified as attached as Exhibit No. 5, certified copies of the Certificate of Formation of CSX Lines, LLC (originally formed as "Sea-Land Domestic Shipping, LLC") dating to July 31, 1998. Further, on October 5, 2000 "CSX Lines" put out the public Announcement that Maersk Canada, Inc. was the CSX commercial agent in Canada. The Announcement likewise states "CSX Lines is a wholly owned subsidiary of CSX Corporation". (See Exhibit No. 6 attached hereto).

The above discussion has been made necessary due to the attempt by Sea-Land to use the tariff of another company as not only the basis for "official notice" but for a motion to dismiss. The acquisition of Sea-Land Service, Inc. by CSX Corporation is reported at 3 I.C.C.2d. 512 (1987) Joint Application Of CSX Corporation And Sea-Land Corporation Under 49 U.S.C. §§11321. The records of the Interstate Commerce Commission and those attached hereto amply establish that not only are Sea-Land and CSX Lines two separate and distinct legal entities, but that Sea-Land issued a mis-leading and untrue fact representation that it was "doing business as" CSX Lines, LLC when in fact CSX Lines, LLC began its own business and operations in January 2000.^{2/}

^{2/} The words "doing business as" are merely descriptive of the same person doing business under another name. It does not permit nor create any entity separate from the person that is operating the business. See: In Re Golden Distributors, 134 B.R. 766, 769 (S.D. NY. 1991); Palmer v. Truck Insurance Exchange et al., 21 Cal.4th 1109, 90 Cal.Rptr. 647, 654 Sup.Ct. Cal. 1999)(trade names are used by persons to identify his or her business).

The issue of "Official Notice" requires common facts which are open and not subject to reasonable dispute. The matters are taken as true because a court can "assume" that such a matter would be undisputed. See, 9 Wigmore Evidence, 3d. §§2567, at 535 (1940). In the present case, the legality of the subject tariffs, much less the legal entity of the company actually providing the operations, is shown to be anything but "uncontested" by complainant. The Board may not take any official notice regarding the alleged tariff(s) of defendant in this proceeding. Complainant can, however, advise the Board that CSX Lines, LLC did in fact operate without a tariff from January 2000 until June 14-15, 2001. The records of the Office of Compliance and Enforcement show that CSX Lines, LLC filed its own tariff effective June 14-15, 2001. Complainant has attached hereto and identified as Exhibit No. 7 the page materials printed by the STB tariff office which shows that on June 14, 2001 STB SEAU 468 was reissued as STB CSXL 468 based upon a "name change" from "Sealand Services, Inc. to CSX Lines, LLC". The Board's tariff regulations require a carrier to file the necessary amendments to filed tariffs in the case of a "name change" or if there is a change in possession and control of a carrier's property. 49 CFR 1312.15(a)(1999 ed.). The change is required to be "filed promptly" but in no case "later than 60 days thereafter". Ibid. The Interstate Commerce Commission, in Appeal of Rejection of Adoption Publications--BGR Transportation Co., Inc., 9 I.C.C.2d. 771 (1993) held that "promptly" meant prior to the effective

date that the changed occurred. Sea-Land, in response to paragraphs 14, 58 and 59 of the Amended Complaint admitted that defendant transferred its business and operations from Sea-Land Service, Inc. to "a new and separate company now known as CSX Lines, LLC". (See Sea-Land Answer, ¶58, ¶59, page 11). Under the rationale and interpretation of BGR Transportation, supra, both Sea-Land Service and CSX Lines, LLC were to notify the Board "promptly" (the prompt notification requirement from 49 CFR 1312.20(h) was carried over to 49 CFR 1312.15(a)(1999 ed.). Further, is it a basic rule under interstate commerce law that one carrier may NOT use another carrier's tariff unless that carrier is named therein. See, 49 CFR 1312.14(a), 49 CFR 1312.8(a)(2) (1999 ed.). The Interstate Commerce Commission noted that the change of identity of carrier (including even an incorporation) does not automatically result in the new carrier being permitted to use the prior carrier's tariff. 9 I.C.C.2d. at 773. Compare, 49 U.S.C. §§13703(g)(1)(B) and 13703(g)(2) as applicable to motor carriers. It would be very inconsistent for the Board to apply any different rule as to water carriers regulated under the ICC Termination Act of 1995.

It is plain that both Sea-Land and CSX Lines, LLC made a decision NOT to comply with the involved regulations. In such a circumstance, there is no basis to find anything other than CSX Lines, LLC operated in the Hawaii trade (not Sea-Land) from January 24, 2000 through June 15, 2001 and therefore, official notice of any tariff prior to June 15, 2001

11.

is improper based upon the failure to file and post any rates or charges whatsoever from at least January 24, 2000 to June 15, 2001. Wherefore, it is hereby respectfully submitted that Sea-Land's "motion within a motion" request for Official Notice be denied.

PART B

U.S. DEPARTMENT OF TRANSPORTATION
SURFACE TRANSPORTATION BOARD

DHX, INC.,

Complainant,

v.

STB Docket No. WCC-105

MATSON NAVIGATION COMPANY
and SL SERVICE, INC.
f/k/a SEA-LAND SERVICE, INC.,

Defendants.

COMPLAINANT'S OPPOSITION TO MOTION TO
DISMISS TWO COUNTS OF THE AMENDED COMPLAINT

COMES NOW, Complainant, DHX, Inc. (hereinafter referred to as "DHX" or Complainant) and submits this its Opposition to the motion by defendant SL Service, Inc. formerly known as Sea-Land Service, Inc. (hereinafter "Sea-Land" or Defendant) to dismiss two counts of the Amended Complaint. In reply in opposition, DHX states as follows:

Reply Statement of Facts

The instant motion of Sea-Land reflects a time honored tactic of mischaracterization of a claim(s) in order to find fault or defect with the claim(s). Secondly, Sea-Land appears to be engaging in gross exaggeration of the matters raised by DHX in this proceeding.

The Board directed DHX to file an Amended Complaint to clarify the "destructive business practices" on which DHX was complaining. DHX, pursuant to 49 CFR 1111.2, did as the Board ordered. The difficulty with Sea-Land's current situation is that Complainant's counsel not only identified the destructive practices, but further identified legal issues and matters

that Sea-Land has perhaps hoped or believed that would either not be discovered or overlooked. Counsel for Complainant, in his review of the documentation and tariffs found the following facts:

- 1) the carriers in the Hawaii domestic offshore trade had by way of manipulation of access to tariff rates and services excluded freight forwarders such as DHX from rates and services offered to 'proprietary shippers' in the trade;
- 2) that this use of carrier tariffs was but part of a larger pattern that included a system of shipper specific rates, absorption of wharfage and other charges for proprietary shippers, mis-representation and mislabelling of tariff provisions and rates, and "quasi-filed" time volume rate agreements;
- 3) that, even after repeated requests by DHX for competitive rates, such access was only given on a meager basis and then refused on any substantive or meaningful basis;
- 4) that the carriers had a policy and practice to "match" rates and charges when it came to the rates and charges provided to forwarders;
- 5) that the carriers had a long standing arrangement whereby they provided each other preferential unfiled rates and services; and
- 6) that defendant Sea-Land Service had represented that it had changed its name to "CSX Lines" due to sale of the Sea-Land Service corporate name and logo to A.P. Moller Mearsk Line.

Counsel for DHX, subsequent to the drafting and filing of the Amended Complaint, has now also found as follows:

- 7) Sea-Land Service is dormant/defunct as an "operating" enterprise and that "CSX Lines" is in fact a new and legally separate company;
- 8) that CSX Lines, LLC used the tariff of Sea-Land Service (STB SEAU 468) from at least January 24, 2000 to June 15, 2001 without compliance with the Board's tariff regulations or notice to the public;
- 9) that Sea-Land tariff STB SEAU 468 (on the basis of 'printed' pages which did not disclose cancellation in May 1999) did contain dozens of duplicative and conflicting rates and that rates were mis-represented through out the tariff.

It must be noted that DHX can only verify the existence of STB SEAU 468 from February 1996 to May 1999. The question of what rates were charged and the legal "source" of those rates remains unclear.^{1/} The pattern of "slick" or deceptive actions regarding the identity of the carrier, tariffs and the like is all part and parcel of the overall destructive business practices that exist in the involved domestic offshore trade.

It is with great irony that these same defendant carriers are also defendants in another proceeding before this Board. The proceeding is Docket WCC-101, Government of Guam v. Sea-Land Service and Matson Navigation Company, Inc. On April 23, 2002 defendants filed the Verified Statements of Mr. Peter P. Wilson (Matson) and Mr. Daniel Downes. Mr. Downes states that he is employed by "CSX Lines, LLC". Mr. Wilson makes comments regarding the fact that the carriers "match" rates and that "large shippers" obtain rates based upon volume of cargo which rates are lower than the rates of other shippers. Mr. Downes describes part of the operational arrangement between Matson Navigation Company and CSX Lines for the joint use (?) of Matson's ships. Mr. Downes, contrary to defendant's claim of "space sharing" states that CSX "purchases space from Matson for CSX cargo" (Downes, V.S. at 2). Complainant has attached hereto and identified as Exhibits 8 and 9 the sworn Verified Statements of Mr. Wilson (Ex. 8) and Mr. Downes (Ex. 9). These statements are relevant to Count III of the Amended Complaint.

^{1/} The mystery of the "468" tariffs is described in greater detail in Complainant's Opposition to Sea-Land's request for Official Notice. Tariff SEAU 468 existed (defective or otherwise) from February 1996 to May 1999. From May 1999 to June 2001 is very "open to question".

Mr. Bradley J. Dechter, in his Affidavit of December 3, 1999 complained of defendants' practice of "matching" or "echoing" rate changes. This pattern reflects both rate increases, rules changes, accessorial charges and the like. While Mr. Wilson only notes matching as a basis of "competition" between the carriers, his representation only may "hold water" on rate decreases.

Defendant's motion to dismiss is a mixture of incorrect facts and incorrect law. Under the Board's Rules of Procedure, a motion to dismiss is treated as if it were a motion for summary judgment. All alleged facts in a complaint are taken as true and correct. Sea-Land may not have been aware of this as defendant states that the Board may consider its motion "without converting this to a motion for summary judgment" (Sea-Land motion at page 10).

Complainant, consistent with the Board's present practice hereby incorporates Complainant's factual allegations contained in the Amended Complaint as well as the facts and materials submitted with these Opposition materials.

STANDARD FOR REVIEW

DHX would refer the Board to the Board's decisions in Docket Nos. WCC-102 and WCC-104. In Trailer Bridge v. Sea Star Line, LLC, STB Docket WCC-104 (December 10, 1999), the Board stated that the standard for review of a motion to dismiss was whether or not "there are no material issues of fact" to be resolved. Secondly, all factual allegations must be construed in a light most favorable to complainant. (Slip op. at 2).

The Board stated that a complaint only need "sufficiently set forth facts in enough detail to provide reasonable grounds for investigation by the Board. Ibid. Complainant has done so in this proceeding. See also, Ocean Logistics Management v. NPR et al., STB Docket No. WCC-102 (July 27, 1999) Slip op. at 2.

ARGUMENT

I. COMPLAINANT HAS PROVIDED A BASIS FOR BOARD INVESTIGATION OF SEA-LAND'S APPLICATION OF MINIMUM CONTAINER CHARGES IN RULE 882 OF STB SEAU 468.

As noted in Complainant's Opposition to Sea-Land's request for Official Notice. Sea-Land is attempting to use the recently filed tariff of CSX Lines, LLC to obtain summary judgment against Sea-Land in regard to Sea-Land tariff STB SEAU 468, Rule 882. Aside from the patent incorrectness of such a request, Sea-Land has not properly and fully disclosed the relationship between Rule 882 and tariff Rule 645. The original material from STB SEAU 468 has been requested to be returned from Board storage facilities. In February 2002, the Office of Tariffs provided counsel for Complaint the attached tariff page Rule 645 of STB CSXL 468. The Board's personnel likewise were of the belief that CSX Lines was merely a continuation (by way of name change) of Sea-Land Service. Review of Rule 645, Subpart "C" notes that shipments rated either on a weight basis or a "per container basis" may be included as a mixed shipment. Rule 882, Subpart "B" permits overflow containers of "mixed shipments". Rule 882, Subpart "D" only precludes per container shipments under Rule 645 Subpart "B". Complainant, at paragraph 206 of the Amended

Count III of the Amended Complaint is for unreasonable rates, not unreasonable practices. DHX has raised the market failure elements required by the Board in Georgia-Pacific Corp.-Petition For Declaratory Order--Certain Rates and Practices Of Oneida Motor Freight, Inc., 9 I.C.C.2d. 796 (1993). In that case the comparative rate methodology was adopted as a means of analysis of carrier's rates. In the present case, the rates afforded to forwarders such as DHX are approximately 50% higher than the rates effectively available to shippers that own their cargoes (identified by Sea-Land as "proprietary shippers or beneficial cargo owners"). These shipper specific (including the unfiled rates between these shippers and unfiled rates between Matson and Sea-Land) rates are the true "market" rates. DHX may attack these rates as unreasonable not only on the basis that there is a lack of service and price competition between Matson and Sea-Land, but on shipper comparative grounds as well. See, 9 I.C.C. at 814, 824, 1065.

The Amended Complaint, paragraph 257 alleges service agreements between the carriers. Both carriers have admitted the substance of the allegation. See, Sea-Land Answer, ¶257 page 37; and Matson Answer, ¶257, page 33. Matson also did admit that Matson and Sea-Land provide the only scheduled liner ship service in the Hawaii trade. See, Matson Answer, ¶251, page 31. For purposes of Sea-Land's motion all averments of Count III are taken as true and correct. Paragraph 258 notes that these defendants have "shipper-carrier" relationships. The Supreme Court has long since held that a carrier

Complaint, incorporates paragraphs 1 to 80 and 192 to 205. Paragraphs 192 to 205 describe in detail the mixed shipment provisions (See paragraphs 196, 197 and 198). Further, the National Motor Freight Classification Guide is incorporated through out tariff items in SEAU 468 that were used by DHX. Rule 645 of CSXL 468 is attached hereto and identified as Exhibit No. 10 and the sample tariff pages from SEAU 468 are attached hereto and identified as Exhibit No. 11. Defendant has made both legal and factual errors in its presentation. Sea-Land has wasted the time and resources of Complainant as well as this Board in having to address these contentions.

II. COMPLAINANT HAS STATED A CAUSE OF
ACTION BEFORE THIS BOARD IN COUNT
III OF THE AMENDED COMPLAINT.

This aspect of Sea-Land's motion is clearly the "real" reason for the motion. The argument regarding the NMFC Guide is obviously "fluff". Sea-Land has mis-construed Count III contending it is a claim for "conspiracy and collective activity" (Sea-Land motion at 10). Essentially Sea-Land contends that what is being alleged is price fixing. DHX would refer the Board to page 113 of House Report No. 104-311. It has been admitted by Matson Navigation that it provided un-tariff rates. The legislative history to ICCTA states that tariff filing (49 USC §§13702(b)(6))

"...was preserved to ensure that similarly situated shippers are treated the same by carriers based upon the type and volume of cargo. It was further stated that "price-watching" between carriers was condemned as an "anticompetitive practice" and the Board instructed to "take whatever steps are necessary" to preclude tariffed price fixing practices". H.Rpt. No. 104-311, page 113.

may not afford another carrier's cargo special rates and that the tendering carrier must be treated like any other shipper. I.C.C. v. Baltimore & Ohio Railroad Co., 225 U.S. 326, 341-342, 56 L.Ed. 1107, 1112 (1912). The "exchange" of cargo has been going on for several years. Attached hereto and identified as Exhibit No. 12 is a copy of a July 7, 2001 e-mail from DHX to DHX Honolulu in which it is noted that somehow a Matson container shipped by DHX ended up on a CSX Ship. It is noted that Sea-Land has not provided the Board with the contracts and agreements executed between the parties. A review of the contracts (attached hereto and identified as Exhibit Nos. 13 and 14) supports Complainant's contentions in Count III. As stated above, Matson admitted the existence of the subject contracts as well as Sea-Land. Since these contracts are presently claimed as confidential, it is appropriate for the Board to review these contracts without further comment by DHX. It is basic economics that when "supply" contracts, such as the withdrawal of vessel capacity (See Amended Complaint, ¶259), rates "Go Up". An example of the effect and impact of the subject agreements is shown by recent actions in the Puerto Rico trade. Attached hereto and identified as Exhibit Nos. 15, 16 and 17 is an announcement by Sea Star Lines of entering a transportation service agreement with CSX Lines (issued on or about May 3, 2002)(Ex. 15), the May 25, 2002 discussion of Sea Star's purchase and lay up of NPR vessels (Ex. 16) and CSX Lines' announcement and discussion of a 10% rate increase in the trade, (Ex. 17). It is not rocket science to conclude that these transportation service agreements damage competition.

20.

Conclusion

It is submitted that Complainant has established more than ample grounds for both counts which Sea-Land seeks to dismiss. In further support of the issue of the activities of Sea-Land versus CSX Lines, Inc., Complainant has attached hereto the Verified Statement of Mr. Andrew Butterbrodt of DHX. The Attachments referenced by Mr. Butterbrodt are highly confidential and are being submitted under separate cover pursuant to Board's protective order issued in WCC-105.

Prayer

It is hereby respectfully requested that Sea-Land's motion to dismiss as well as its motion/request for official notice be denied and that the Board enter such other and further order and the Board deems just in the circumstances.

Dated - 12 June 2002

Respectfully submitted,



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Counsel For Complainant
DHX, INC.

Certificate Of Service

I hereby certify that a copy of this document, as well as separate filing with the Office of the Secretary, have been served, by hand delivery of a copy of the same, upon the below listed counsel for record in this proceeding.

Dated this 12th day of June 2002.



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**U.S. DEPARTMENT OF TRANSPORTATION
SURFACE TRANSPORTATION BOARD**

DHX, INC.,

Complainant,

v.

STB Docket No. WCC-105

MATSON NAVIGATION COMPANY
And SL SERVICE, INC.,
F/k/a SEA-LAND SERVICE, INC.

Defendants

STATEMENT OF ANDREW BUTTERBRODT

My name is Andrew Butterbrodt and I am the Chief Financial Officer of DHX, Inc. of Rancho Dominguez, California. I am familiar with the matters raised in the Complaint filed at the Surface Transportation Board and I have been requested to review the records of DHX, Inc. to identify where DHX stopped doing business with Sea-Land Services, Inc. and began doing business with CSX Lines. My review of DHX records reflected as follows:

1. DHX on January 19, 2000 began paying Sea-Land Services, Inc. freight invoices to CSX Lines.
2. The freight invoices were dated in October, November and December 1999.
3. Attached hereto is a copy of Sea-Land Services, Inc. Bill of Lading SEAU 770-039578 dated November 3, 1999. After review and correction that bill was paid to CSX Lines as included in check number 134168. Copies of the check and bill of lading are attached hereto (identified as Attachment "A").

4. DHX further received the attached letter from CSX Lines which stated that the DHX equipment interchange agreement that DHX had with Sea-Land Service was "null and void effective January 24, 2000." (identified as Attachment "B").
5. The CSX Lines letter also states that carriers hauling Hawaii or Guam freight "will be required to have an interchange agreement with CSX Lines, LLC."
6. DHX did receive Sea-Land Service bills of lading in February 2000 but such documents were identified on the bottom carrier line as "CSX Lines". (Sample attached hereto and identified as Attachment "C".)
7. DHX has been receiving and paying freight invoices issued by CSX Lines since March 2000.
8. DHX did receive tariff pages for Sea-Land Service tariff STB SEAU 468 until some time in mid-2000.
9. In the course of document review for this proceeding, the question was raised as to whether CSX Lines was a trade name for Sea-Land Service or is a separate company. DHX had been told that CSX Lines was only a trade name and a change of Sea-Land's corporate name due to the sale of Sea-Land Service international operations to A.P. Moller Maersk Line.
10. Corporations that are doing business in the State of California are required to file registration of such trade names in each county in which they are using the trade name.
11. The offices of CSX Lines are located in Los Angeles County. On May 29, 2002, I sent a request for a name search, which would include trade names, to the Los Angeles County Register of Records. I have received the response that there is "no

record" of a company, either by business name or trade name, identified as "CSX Lines, LLC" as existing in Los Angeles County and registered to do business in Los Angeles as required by California law. The letter request and official response is attached hereto and identified as Attachment "D".

Further, Affiant sayeth not.

VERIFICATION

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Before me, the undersigned authority, personally appeared Andrew Butterbrodt who, being duly sworn, deposes and says that he is the Chief Financial Officer of Complainant in the foregoing entitled cause of action, and, as such, that he has read this verified statement and that the contents are true and correct to the best of his knowledge and belief.

Andrew Butterbrodt

ANDREW BUTTERBRODT

Sworn to and subscribed
before me this 6th day
of June, 2007

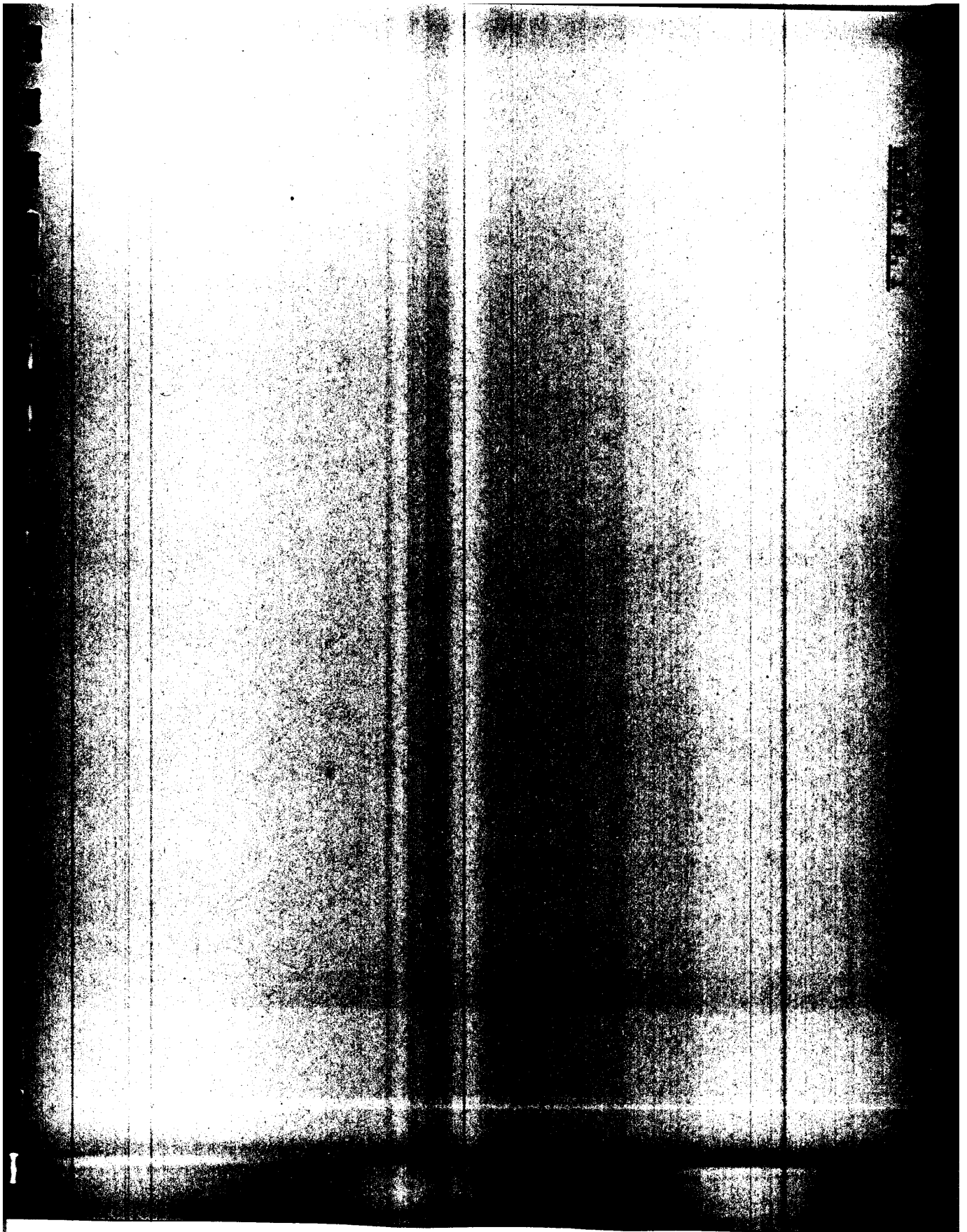
Camie Rene Leary
Notary Public, State of California



My Commission Expires: 10-15-08

ATTACHMENT A to D
V.S. Andrew Butterbrodt

DOCUMENTS SUBMITTED UNDER SEPARATE COVER DUE TO CONFIDENTIAL
MATERIAL SUBJECT TO PROTECTIVE ORDER ISSUED MAY 8, 2002.



CANCELLATION SUPPLEMENT	
Supplement No. 3 Contains All Changes	Supplement No. 3 (Cancels Supplement No. 2) to STB SEAU 468
SEA-LAND SERVICE, INC. SUPPLEMENT NO. 3 TO JOINT INTERMODAL CONTAINER FREIGHT TARIFF NO. 468 NAMING JOINT, ALL-WATER AND PROPORTIONAL COMMODITY RATES, RULES AND REGULATIONS FOR TRANSPORTATION IN CONTAINERS BETWEEN PORTS AND POINTS IN MAINLAND STATES OF THE UNITED STATES, ALASKA, PUERTO RICO, CANADA AND MEXICO AND HAWAII TERMINALS AND POINTS IN HAWAII (SEE RULE 940-B) VIA MOTOR-WATER, WATER-MOTOR OR MOTOR-WATER-MOTOR RAIL-MOTOR-WATER-MOTOR, MOTOR-RAIL-MOTOR-WATER-MOTOR AND ALL-WATER	
The printed version of this tariff is cancelled. For the rates and other provisions formerly contained in this tariff, see the electronic version filed with the STB pursuant to Special Tariff Authority No. 6. Sea-Land will continue to provide tariff subscribers with a printed version of the electronically filed revisions of this tariff.	
ISSUED: May 14, 1999 EFFECTIVE: May 14, 1999 ISSUED BY: DANIEL DOWNES, TARIFF PUBLISHING OFFICER 555 S. RENTON VILLAGE PLACE, SUITE 600 RENTON, WASHINGTON 98055	

EXHIBIT NO. 1



January 10, 2000

Dear Interchange Holder:

As a result of the sale of Sea-Land Service's International division to Maersk, Inc., your existing Intermodal Interchange Agreement with Sea-Land Service, Inc. will be null and void effective January 24, 2000. After January 24, 2000, all carriers hauling "international freight" will be required to have an Interchange Agreement with Maersk-Sea-Land. Carriers hauling "domestic freight" (freight originating out of or ultimately destined for Hawaii, Guam, Puerto Rico or Alaska) will be required to have an Interchange Agreement with CSX Lines, LLC.

Attached is a copy of the CSX Lines, LLC Interchange Agreement. Please complete pages 2 - 4 of the Agreement. You may fax the 3 pages, along with the other information discussed below, to this department at 972-716-2106. However, please return the original pages to this office. Pages 6-8 of this agreement are duplicate signature pages that you can retain, as well as the hard copy of the Agreement.

We also need to know your U.S. Customs Bond Number, if bonded. Please include this information in your cover letter when you return the other items.

Finally, if your insurance company has not already done so, we will need them to send an original of your current insurance certificate (the standard ACORD form), with CSX Lines, LLC as the "Certificate Holder" at the following address: 4100 Alpha Road, Suite 700, Dallas, TX 75244, Attn: Interchange Agreements; this must also show Automobile Liability coverage of at least \$750,000, and Motor Truck Cargo Liability of at least \$100,000 per container, as per the requirements of the CSX Lines, LLC Interchange Agreement. Please note that the Certificate of Insurance must be faxed and/or mailed directly to us by your Insurance Company.

Once all the information is received, it will be updated in our system to show that your company has met all requirements and does have a valid Interchange Agreement with CSX Lines, LLC.

If you have any questions, please feel free to contact me at 972-716-4404.

Sincerely,

Sharon Reed

Sharon Reed
Fleet Administration Rep

EXHIBIT NO. 3-A



Date:

To:

Interchange Agreement Instructions

1. Complete **pages 3 - 5** of the Agreement and fax to (972) 813-5746. However, please mail the original pages to this office at the below address and keep a copy for your records. Pages 7 - 9 are duplicate copies and should be retained for your records.

Address: **CSX Lines, LLC
Attn: Interchange Agreements
4100 Alpha Road, Suite 700
Dallas, TX 75244**

2. Your insurance company must fax or mail your current insurance certificate (the standard ACORD form), listing the following items:

- | | |
|-----------------------------------|--|
| 1) Certificate Holder must read: | CSX Lines, LLC
Attn: Interchange Agreements
4100 Alpha Road, Suite 700
Dallas, Texas 75244 |
| 2) Business Automobile Liability | Min. Requirement - \$1,000,000 |
| 3) Motor Truck Cargo Liability | Min. Requirement - \$ 100,000 |
| 4) Statutory Workers' Comp Policy | If your company is required by law to provide Worker's Compensation, you must provide proof of this coverage. This policy must also waive subrogation against CSX Lines, LLC, to the extent permitted by law. If you are not required by law to provide Worker's Compensation, please send us a letter on your company's letterhead stating the reason for the exemption for our records. |

Please note that all of the above items must be received in our office in order to satisfy CSX Lines, LLC's insurance requirements. Interchange Agreements without complete Certificates of Insurance will not be processed. Certificates may be faxed to (972) 813-5746, with the original mailed to the above address. Please also note that the Certificate of Insurance must be faxed and/or mailed directly to us by your Insurance Company.

For Questions: 972-813-5351

E-mail Us: DallasFleetAdmin@CSXLines.com

CSXL IIA Rev. 8.03.01

CSX LINES, LLC

INTERMODAL INTERCHANGE

AGREEMENT

**CSX LINES, LLC
INTERMODAL INTERCHANGE
AGREEMENT**

**CSX LINES, LLC
INTERMODAL INTERCHANGE AGREEMENT
PREAMBLE**

The parties to this Agreement are CSX Lines, LLC (herein referred to as "CSX Lines" or "Owner") and the Carrier named below (herein referred to as "Carrier"). The Carrier owning or operating Equipment for intermodal interchange service, agrees, jointly and severally, to be bound by each and all the provisions of this Agreement and subsequent amendments or revisions thereof, governing the interchange and use of, repairs to, and settlement for, Equipment used in intermodal interchange service.

CSX Lines reserves the right to terminate this Agreement upon fourteen (14) days advance notice in writing, in the event the Carrier fails to maintain satisfactory credit ratings, is delinquent in making payment, and/or Carrier performance issues exist that impact on service to CSX Lines' customers.

IN WITNESS WHEREOF, this agreement has been signed this _____ day of _____, 20____, by the duly authorized representative of the Carrier hereinafter designated.

Carrier: _____

By: _____ Title: _____
(Signature)

Business Address: _____
No. Street City

County State Zip Code

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Type of Organization: _____
(individual, partnership or corporation)

If a Corporation:

State in which organized: _____

Date of incorporation: _____

If a Partnership:

Date of formation of partnership: _____

Name of all partners: _____

I.C.C./Federal Highway Administration/Federal Motor Carrier Safety Administration/U.S.
Department of Transportation Operating Authority and Identification numbers (list all
applicable): _____

SCAC Alpha Code: _____

Accepted this _____ day of _____, 20____.

By Michael R. Mitchell
Manager, Fleet Administration
CSX Lines, LLC

Address: 4100 Alpha Rd.
Suite 700
Dallas, TX 75244

CONCURRENCE

[MOTOR CARRIER NAME]
(Hereafter referred to as "Motor Carrier")

(Street)

(City, State, Zip)

Date: _____

This is to certify that Motor Carrier assents to and concurs in all freight tariffs and supplements thereto, filed by CSX Lines, LLC or its tariff publishing agents in which the undersigned carrier is shown as a participant, and the undersigned carrier hereby makes itself a party thereto and bound thereby insofar as such tariffs apply from, to, via or at points on its lines or in its territory. This Concurrence shall remain in effect until terminated by either party giving not less than 30 days' written notice to the other party. This Concurrence is effective as of the effective date of the Motor Carrier's participation in the tariffs of CSX Lines, LLC.

CSX Lines, LLC

[MOTOR CARRIER NAME]

By: Michael R. Mitchell
Manager, Fleet Administration

By: _____
[SIGNATURE]

Its: _____
[TITLE]

SCAC Alpha Code: _____



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**CSX LINES, LLC
INTERMODAL INTERCHANGE
AGREEMENT**

**CSX LINES, LLC
INTERMODAL INTERCHANGE AGREEMENT
PREAMBLE**

The parties to this Agreement are CSX Lines, LLC (herein referred to as "CSX Lines" or "Owner") and the Carrier named below (herein referred to as "Carrier"). The Carrier owning or operating Equipment for intermodal interchange service, agrees, jointly and severally, to be bound by each and all the provisions of this Agreement and subsequent amendments or revisions thereof, governing the interchange and use of, repairs to, and settlement for, Equipment used in intermodal interchange service.

CSX Lines reserves the right to terminate this Agreement upon fourteen (14) days advance notice in writing, in the event the Carrier fails to maintain satisfactory credit ratings, is delinquent in making payment, and/or Carrier performance issues exist that impact on service to CSX Lines' customers.

IN WITNESS WHEREOF, this agreement has been signed this _____ day of _____, 20____, by the duly authorized representative of the Carrier hereinafter designated.

Carrier: _____

By: _____ Title: _____
(Signature)

Business
Address: _____
 No. Street City

 County State Zip Code

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Type of Organization: _____
(individual, partnership or corporation)

If a Corporation:

State in which organized: _____

Date of incorporation: _____

If a Partnership:

Date of formation of partnership: _____

Name of all partners: _____

I.C.C./Federal Highway Administration/Federal Motor Carrier Safety Administration/U.S.
Department of Transportation Operating Authority and Identification numbers (list all
applicable): _____

SCAC Alpha Code: _____

Accepted this _____ day of _____, 20____.

By Michael R. Mitchell
Manager, Fleet Administration
CSX Lines, LLC

Address: 4100 Alpha Rd.
Suite 700
Dallas, TX 75244

CONCURRENCE

[MOTOR CARRIER NAME]
(Hereafter referred to as "Motor Carrier")

(Street)

(City, State, Zip)

Date: _____

This is to certify that Motor Carrier assents to and concurs in all freight tariffs and supplements thereto, filed by CSX Lines, LLC or its tariff publishing agents in which the undersigned carrier is shown as a participant, and the undersigned carrier hereby makes itself a party thereto and bound thereby insofar as such tariffs apply from, to, via or at points on its lines or in its territory. This Concurrence shall remain in effect until terminated by either party giving not less than 30 days' written notice to the other party. This Concurrence is effective as of the effective date of the Motor Carrier's participation in the tariffs of CSX Lines, LLC.

CSX Lines, LLC

[MOTOR CARRIER NAME]

By: Michael R. Mitchell
Manager, Fleet Administration

By: _____
[SIGNATURE]

Its: _____
[TITLE]

SCAC Alpha Code: _____

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DEFINITION OF TERMS

Where the following terms appear in this Agreement they shall have the meaning indicated:

- | | |
|-----------------------|--|
| 1. AGREEMENT | - A term referring to the CSX Lines Intermodal Interchange Agreement. |
| 2. SUBSCRIBER | - A Carrier that is a signatory to an Intermodal Interchange Agreement with CSX Lines. |
| 3. EQUIPMENT | - Trailers, containers, generator sets, chassis, bogies and component parts thereof. |
| 4. USER | - A Carrier that is a party to an Intermodal Interchange Agreement with CSX Lines and is in possession of Equipment. |
| 5. DELIVERING CARRIER | - A User offering Equipment to another Carrier whether or not a Subscriber. |
| 6. RECEIVING CARRIER | - A User accepting Equipment from another Carrier whether or not a Subscriber. |
| 7. USE CHARGE | - The charges to be paid for Equipment by Users to CSX Lines pursuant to this Agreement. |
| 8. INTERCHANGE POINT | - An agreed location where two or more Carriers or a User and CSX Lines receive and/or deliver Equipment. |
| 9. INTERCHANGE | - The transfer of Equipment pursuant to this Agreement, consummated when the Equipment interchange receipt and safety inspection report form is properly executed. |
| 10. OWNER | - CSX Lines, LLC (which is also referred to as "CSX Lines"). |
| 11. PORT-TO-PORT MOVE | - A truck move using CSX Lines operated Equipment where the move is not contracted with or paid for by CSX Lines. |
| 12. INTERMODAL MOVE | - A truck move using CSX Lines operated Equipment where the move is contracted with and/or paid for by CSX Lines. |

PART I

TERMS AND CONDITIONS

SECTION 1. GENERAL

- 1.1 These Terms and Conditions shall govern the interchange and use of, repairs to, and settlement for Equipment whenever such Equipment is being used and interchanged pursuant to this Agreement.
- 1.2 If a Subscriber interchanges Equipment with a non-Subscriber, the Subscriber will be responsible for the performance of all Terms and Conditions of this Agreement in the same manner as if the Equipment were in the possession of the Subscriber.
- 1.3 In this Agreement, the Carrier which is a signatory party hereto may also be referred to as Subscriber, User, Receiving Carrier, and Delivering Carrier.

SECTION 2. RECEIPTS AND REPORTS

- 2.1 At the time of Interchange an authorized representative of each party shall execute in multiple copies as the interchanging parties may require, an Equipment interchange receipt and safety inspection report form, and the parties shall be bound by the notations thereon.

SECTION 3. LIABILITY FOR AND USE OF EQUIPMENT

- 3.1 Responsibility of User.
 - a) User shall be fully liable for, and have the right of complete inspection, control supervision and/or rejection of Equipment while in its possession and shall be responsible for returning or interchanging the Equipment in the same condition as received, ordinary wear and tear excepted, and with all dunnage, debris and similar items having been removed.
 - b) In the absence of instructions from CSX Lines, or agreement to the contrary, when Equipment in interchange service is unloaded, it will be the responsibility of the User to promptly return such Equipment to CSX Lines at the point received.
 - c) CSX Lines will promptly accept the return of empty Equipment.
 - d) The cost of decontaminating Equipment that has been loaded with contaminating commodities shall be the responsibility of the User who loaded, or arranged for the loading or unloading of, such Equipment.

- e) User warrants that it possesses and will continue to possess for the duration of this Agreement all requisite Authorities to use and operate Equipment received under this Agreement. User agrees that Equipment received under this Agreement shall be operated in conformity with all applicable Federal, State and local government Statutes and Regulations, including those of the U.S. Customs Service, and, further agrees to indemnify and hold CSX Lines harmless for any violations resulting from User's failure to comply with such Authorities, Statutes, and Regulations, whether or not such violation is intentional.

3.2 Adjustment or Transfer of Lading

- a) Adjustment or transfer of cargo being transported in the Equipment shall be the responsibility of the Delivering Carrier:
 - 1. When required at point of interchange due to defective Equipment which cannot be readily repaired;
 - 2. When due to overload in violation of Item 4, Section A, of Part II of this Agreement.
- b) If the Delivering Carrier fails to adjust or transfer cargo where required, Receiving Carrier may cause transfer to be made at expense of Delivering Carrier.

SECTION 4. DAMAGE, REPAIRS, MAINTENANCE AND BILLING

- 4.1 In the event Equipment is damaged after being received in Interchange, the User in possession at the time the damage occurred shall, at its sole expense, return the Equipment to a condition that meets CSX Lines' standards. Any material applied must be of similar quality and type as material removed and all repairs, when completed, are subject to acceptance by CSX Lines. In the event of failure of the User to make such repairs it shall, nevertheless, be responsible for the cost thereof.
- 4.2 In the event a Subscriber delivers Equipment to a non-Subscriber, the Subscriber will remain responsible to CSX Lines for any damage to the Equipment until its return to CSX Lines or its interchange with another Subscriber.
- 4.3 In the event Equipment shall require repairs before being accepted in interchange, Delivering Carrier shall be responsible for the cost of repairs. Receiving Carrier may cause repairs to be made and bill Delivering Carrier for the cost thereof. If estimated cost of foregoing repairs exceeds \$100, consent of Delivering Carrier shall be obtained before Receiving Carrier causes repairs to be made.
- 4.4 In the event of repairs necessitated by defective Equipment, User shall make such repairs that do not exceed \$100 as may be necessary. User shall secure the approval of Owner before making any repairs, the estimated cost of which will exceed \$100. When the cost of repairs exceed \$100, the Owner shall be responsible for the entire cost thereof and User shall be promptly reimbursed. Owner may request return of replace parts whenever cost of repairs exceeds \$100.

- 4.5 In the event the User returns Equipment to the Owner in a damaged condition, Owner shall take appropriate exception on the Equipment Interchange Receipt, and, before making repairs, Owner shall notify the User if the estimated cost thereof will exceed \$100. User shall respond to Owner's notification within three (3) working days following receipt of the notification. Owner shall bill the User for the cost of the repairs within ninety (90) days of receipt of notification from the User. Billing must include Owner's marks or alpha code and Equipment number, chassis number and an itemized repair list.
- 4.6 Ordinary maintenance and other service adjustments occasioned by ordinary use in interchange will be:
- a) Absorbed by User when cost thereof does not exceed \$100.
 - b) Billed to and borne by Owner in entirety when cost exceeds \$100.
 - c) Authorized by the Owner prior to commencement of repairs when estimated cost exceeds \$100.
 - d) Billed to the Owner by User within ninety (90) days after repairs have been completed, unless otherwise agreed upon. Billing must include owner marks or alpha code and Equipment number, chassis number, date and location where repaired, and all details concerning items of repair.
- 4.7 Unless otherwise provided, material used in making repairs shall be charged at current market prices, which shall be the invoice price plus commercial freight. However, when repairs are made in commercial shops or outside repair facilities, the actual amount invoiced for such material and labor must be used.
- 4.8 When repairs are made by User, labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed the labor rates then prevailing in the area.
- 4.9 Equipment owned or leased by parties other than Owner, which is utilized by User under this Agreement, may be subject to additional terms and conditions (e.g., road service policies or other similar terms and conditions) which are incorporated herein by reference and which are made a part of this agreement and which may result in additional charges to the User.
- 4.10 Improper Repairs
- a) Where Owner ascertains that improper repairs have been made, the User responsible must assume full cost of correcting improper repairs. Owner must furnish to User a list of improper repairs and cost estimate prior to initiating corrective repairs. If User does not respond within ten (10) days after notification, informing Owner of acceptance of estimate or the name of representative authorized to make inspection of alleged improper repairs, Owner may proceed with repairs at User's sole cost and expense.
 - b) Where serviceable material not standard to Equipment is removed by Owner and, upon notification, the Carrier responsible for the improper repairs so elects such material may be treated as scrap.
- 4.11 Payment in full for repairs made under this Section shall be made by the responsible party within sixty (60) days after receipt of billing from Owner.

SECTION 5. SETTLEMENT FOR LOST, STOLEN OR TOTALLY DESTROYED EQUIPMENT

- 5.1 In the event Equipment is lost, stolen or totally destroyed while in possession or control of User, the User agrees to reimburse Owner on the basis of the current replacement cost of the Equipment, Special Equipment and accessories, less depreciation, as calculated in accordance with this Section (but not less than the replacement value or the stipulated cost set forth in any applicable Equipment lease between Owner and underlying lessor, whichever is applicable) as of the date of notification that the Equipment was lost, stolen or totally destroyed.
- 5.2 Owner shall, within thirty (30) days after receipt of such written notification, secure and furnish to the User a written statement showing the date of acquisition and the Depreciated Total Replacement Cost of the lost, stolen or totally destroyed Equipment calculated in accordance with this Section 5.
- 5.3 Whenever replacement cost is the basis for fixing the value of the Equipment, it shall be computed as follows:

EXAMPLE:

Container at 5 Years Age

1.	Replacement Cost of Equipment	\$10,000
2.	Replacement Cost of Special Equipment and Accessories other than Mechanical Refrigeration Units (Sum of 2.c. plus 2.d.)	\$ 172
a.	Invoice Price	\$ 100
b.	Commercial Freight Charges	\$ 50
c.	Subtotal of 2.a. and 2.b.	\$ 150
d.	15% of Subtotal of 2.a. and 2.b.	\$ 22
3.	Replacement Cost of Equipment and Special Equipment and Accessories other than Mechanical Refrigeration Units (Sum of 1. and 2.)	\$10,172
4.	Depreciation for Equipment and Special Equipment and Accessories other than Mechanical Refrigeration Units - 5 years.	\$ 3,387
5.	Depreciated Replacement Cost of Equipment and Special Equipment and Accessories other than Mechanical Refrigeration Units	\$ 6,785
6.	Replacement Cost of Mechanical Refrigeration Unit	\$ 2,000

7.	Depreciation for Mechanical Refrigeration Unit – 5 years	\$ 1,000
8.	Depreciated Replacement Cost of Mechanical Refrigeration Unit	\$ 1,000
9.	Depreciated Total Replacement Cost of Equipment, Special Equipment, Accessories, and Mechanical Refrigeration Unit ("Depreciated Total Replacement Cost") (Sum of 5. And 8.)	\$ 7,785

- a) In determining the replacement cost of special Equipment and accessories, other than mechanical refrigeration units, the current market price shall be used. The current market price shall be the invoice price plus commercial freight charges plus fifteen (15%) percent.
- b) Replacement cost of Special Equipment and accessories other than mechanical refrigeration units shall be added to the replacement cost of the Equipment, and this sum shall be depreciated pursuant to Paragraph 5.4 in order to determine the Depreciated Replacement Cost of the Equipment and Special Equipment and Accessories other than Mechanical Refrigeration Units, at the time of notification.
- c) In determining the replacement cost of a mechanical refrigeration unit, the manufacturer's current market price for a similar unit with all component parts, including the fuel tank or bottles, depreciated by the age of the damaged unit (using the rate shown in Paragraph 5.4b) shall be calculated and added to the Depreciated Replacement Cost of the Equipment, Special Equipment and Accessories other than Mechanical Refrigeration Units.

5.4 Trailers or containers, Special Equipment and accessories, generator sets, and mechanical refrigeration units shall be depreciated on straight line basis, as follows:

- a) Chassis, or containers (new or rebuilt), Special Equipment and accessories, other than mechanical refrigeration units, at five-sixths of one percent (5/6%) per month - six and two-thirds percent (6-2/3%) per annum -- applied to age of Equipment, with maximum depreciation limited to fifty (50%) percent.
- b) Mechanical refrigeration units with all components parts, including fuel tanks or bottles, at ten percent (10%) per annum applied to age of units with maximum depreciation limited to fifty (50%) percent.
- c) Age of chassis or container, Special Equipment and accessories, other than mechanical refrigeration units and parts, shall be determined by subtracting year and month in which originally built from year and month in which notification is made with no fractional part of a month being considered.
- d) Age of mechanical refrigeration units with all component parts, including fuel tanks, shall be determined in the same manner as outlined in Paragraph 5.4 c., using date of original installation and date originally built.

5.5 Salvage value of chassis or container, Special Equipment and accessories shall be computed as follows:

a) All chassis or containers, regardless of type or construction, including all Special Equipment and accessories other than mechanical refrigeration units, at \$100 per chassis, plus \$53 for each usable tire.

b) Mechanical refrigeration units and all component parts including fuel tanks at \$225 per unit.

5.6 Settlement shall be made within sixty (60) days after User has been furnished a written statement of the Depreciated Total Replacement Cost of the Equipment lost, stolen or totally destroyed.

SECTION 6. USE CHARGES

- 6.1 User shall be fully responsible for the payment of all use charges and all other charges and claims properly assessed under this Agreement, and in Attachment "A", by Owner, as well as for any court costs, expenses, reasonable attorney's fees, and reasonable interest charges resulting from User's failure to pay such charges and claims as is provided herein.
- 6.2 When Equipment is damaged and reported to Owner under Section 4 of this Agreement, use charge will cease from date of original notification until repairs are authorized or other disposition is directed by Owner.
- 6.3 If Owner requests Equipment be returned for repairs, User will, unless otherwise agreed upon between the parties, initiate return of Equipment within five (5) days after notice is received; otherwise, use charges shall be reinstated.
- 6.4 Use charges shall not be paid by an intermediate User on Equipment returned under Section 6.2. Equipment returned under this Section shall be so indicated on the movement document.
- 6.5 If, on receipt from Owner of depreciated replacement value, User decides to repair or send the Equipment to Owner for repairs, the use charges shall continue from date of original written notification to Owner as lost, stolen, destroyed, or damaged.
- 6.6 User shall be responsible to the Delivering Carrier from whom it received the Equipment for the performance of this Agreement by itself and by all other persons into whose possession such Equipment may go until its proper return to Owner or to the Delivering Carrier.
- 6.7 A Subscriber to this Agreement, failing to accept promptly from another Subscriber Equipment billed to or via that Subscriber, shall be responsible for use charges on Equipment so held for delivery. The Subscriber in possession of Equipment shall notify the delinquent User daily prior to midnight, through the designated representatives at the point where Equipment is offered, of the total number of units so held for it, and within forty-eight (48) hours from midnight of the day Equipment is offered, furnish the alpha prefix and number of Equipment so held.
- 6.8 In case a Subscriber to this Agreement delivers Equipment to a carrier not a party to this Agreement, the Subscriber will remain primarily responsible for the payment of all resultant use charges.
- 6.9 When Equipment has been reported to Owner as lost, stolen or totally destroyed, under Section 5 of this Agreement, the use charges shall cease on the date Owner is properly notified.

- 6.10 Payment in full of a proper claim presented by Owner shall be made by the responsible party within sixty (60) days from the date of receipt. In the event a claim presented by Owner is not so paid, use charges shall continue until receipt of payment, unless otherwise agreed upon.

SECTION 7. INDEMNITY

- 7.1 The User, releases and agrees to defend, indemnify and hold harmless Owner and its agents, employees, officers, directors, affiliates, parent corporation, and the owner (where applicable) and assigns from and against all claims, demands, losses, damages, fines, penalties, liabilities, or expenses, including punitive damages and, attorney's fees, arising out of or in any way connected to injury to or death of persons or loss of or damage to property, including but not limited to cargo transported in the Equipment, and/or injury to or death of any User, User's employees or damage to User's Equipment where alleged to be a result of or in any way connected to User's use, operation, maintenance custody or possession of the Equipment regardless of Owner's alleged or actual negligence.
- 7.2 The User, releases and agrees to defend, indemnify and hold harmless Owner and its agents, employees, officers, directors, affiliates, parent corporation, and the owner (where applicable) and assigns from and against all claims, demands, losses, damages, fines, penalties, liabilities, or expenses, including punitive damages and, attorney's fees, arising out of or in any way connected to User having had custody of or having operated the Equipment, including, but not limited to, citations for illegal parking or overweight or oversize loads, towage charges, and impoundment fees.

SECTION 8. INSURANCE

- 8.1 A Subscriber shall have in effect a Business Automobile Liability Policy of Insurance, covering its legal liability, including any liability assumed under the provisions of Paragraph 7, with available combined limits of not less than \$1,000,000 for Bodily Injury and Property Damage. A Subscriber shall have in effect a Motor Truck Cargo Liability Policy with a minimum of \$100,000 of coverage. A Subscriber shall also have an applicable Statutory Workers' Compensation Policy for those states in which they anticipate operations (if such Policy is required by law). Subscriber shall ensure that copies of such required policies and endorsements be provided by Subscriber or its insurance carrier to Owner at:

**Fleet Administration Department
CSX Lines, LLC
4100 Alpha Road, Suite 700
Dallas, TX 75244
Fax # (972) 813-5746**

- 8.2 Subscribers shall maintain insurance coverage as described above for the entire term of this Agreement. Subscriber's insurance carrier shall give at least thirty (30) days advance written notice of cancellation or major changes of such coverage to Owner. Subscriber shall also cause their required Workers' Compensation Insurer and any company insuring their Equipment to waive subrogation by endorsement, to the extent such waiver is permitted by law.
- 8.3 Subscribers' liability shall not be limited to the amount of insurance required herein.

8.4 Subscriber's Business Automobile policy shall be endorsed to be primary of any other insurance that may be applicable.

MISCELLANEOUS PROVISION: For purposes of the Agreement, unless otherwise provided herein, neither CSX Lines nor Carrier will be considered an employee, agent or joint venturer of the other.

SECTION 9. WARRANTY

Owner, as well as any Delivering Carrier, does not make any warranty or representation, expressed or implied, as to the fitness or condition of the Equipment interchanged, including tires and tubes, and the Carrier acquiring the use thereof does so at its own risk and accepts the Equipment "as is".

SECTION 10. TABLE OF USE CHARGES AND FREE TIME

Use charges and free time applicable for lease of Equipment between the undersigned parties hereto shall be in accordance with Section 6 and Attachment "A" hereto, which Attachment "A" is made a part of this Agreement.

PART II
OPERATING RULES

Section A

Equipment will be accepted in intermodal interchange service provided that:

1. The name, reporting mark or alpha code and Equipment number of the Owner are clearly indicated thereon. Subscriber placing Equipment in interchange service whose marks do not render it possible to ascertain the Owner for purposes of this Agreement shall cause to be placed upon the Equipment an owner identification and address no less than 2" by 5" in size located as follows:
 - a) trailer/containers - rear left-hand door;
 - b) chassis - left side center beam adjacent to existing markings;
 - c) bogies/flatbeds - left rear.
2. Owners of intermodal Equipment have verified their reporting mark or alpha carrier code with the appropriate liaison organization to avoid the possibility of duplicate markings and to insure uniqueness.

Note: It is strongly recommended that after reporting marks have been verified, Owners list such Equipment in an approved register.
3. Owner and User Responsibilities
 - a) The Owner furnishes valid license plates required in the State of registry.
 - b) The User agrees to indemnify and hold harmless the Owner from and against any and all expenses to Owner for or connecting in any way with fees, fines or tolls, assessed or imposed by governmental authority or other party on Equipment interchanged by Owner to User.
4. Equipment when loaded shall not exceed manufacturer's gross weight limitations which shall be marked on the Unit. User may restrict size and weight of any Equipment to meet clearance and highway requirements for movement over a particular route.
5. Kingpin is free of cracks or other visible flaws and is securely attached to said Equipment.
6. Container Equipment must be secured to chassis or bogie according to safety requirements of Receiving Carrier.
7. Accessories and Special Equipment

7.1 All wheeled Equipment has the following accessories:

- a) The SAE-ATA Recommended (7 Conductor) Electrical Connector Plug.
- b) Flashing turn signals with not less than 12 square inches of lens surface.
- c) Stop lights, tail lights, clearance and marker lights, mud or rain flaps, as required by appropriate governmental agencies.
- d) Tires conforming to requirements of Section B of these Rules.
- e) Landing gears conforming to requirements of Section B of these Rules.

8. An Equipment interchange receipt and safety inspection report form is prepared by Delivering Carrier specifying the description and number of the removable items accompanying Equipment, such as but not limited to:

- a) Chains, binders, cables and straps;
- b) Tarpaulins (except expendable type), including securements;
- c) Tarpaulin bows;
- d) Spreader bars or tie rods;
- e) Bulkheads, bulkhead boards, and load restraining devices;
- f) Sides, gates, sections or end doors;
- g) Mounted spare tire;
- h) Auto transport Equipment such as skids, retainer pins, stands, tie down chains, cables and hooks.

9. When loaded open top Equipment is offered in interchange and is equipped with tarpaulins and bows, the tarpaulins and bows must be in their proper position with tarpaulin spread and secured. In the event tarpaulin and bows are not used, they must be placed in proper storage.

10. When empty open top or platform type Equipment is offered in interchange and is equipped with tarpaulin and bows, side and end gates, etc., the tarpaulin and bows, side and end gate must be in proper place with tarpaulin spread and secured.

Note: It is recommended that tarpaulins used in interchange service carry Owner's identification.

11. Owner reserves the right to require a potential Subscriber to submit to Owner: (a) proof of authority to operate; (b) letters of routing from five (5) regular customers; (c) proof of insurance; and (d) proof of satisfactory credit ratings, as a condition to executing the Agreement.

Section B

CONDITIONS GOVERNING COMPONENTS OF EQUIPMENT

1. Tires and Tubes

1.1 The Delivering Carrier shall determine that tires and tubes are of proper size at the time of interchange. Thereafter, until Equipment is returned to the Owner, repairs to tires and tubes shall be made by and at the expense of the User at the time of such tire or tube failure. At the time of interchange of Equipment, the tires thereon shall be thoroughly inspected by Receiving Carrier:

a) To determine if properly mated.

b) To determine major defects, such as:

1) Separation of caps;

2) Visible blisters and sidewall tears;

3) Obvious signs of rim wear;

4) Visible objects protruding from tire, such as nails, bolts, spikes;

c) To determine that tires contain a minimum of 4/32" tread depth and are inflated to 85 psi.

1.2 Any deficiency noted by inspection shall be corrected by the Owner or by the Delivering Carrier prior to acceptance for interchange use.

1.3 At time of inspection there shall be recorded on the Equipment interchange receipt and safety inspection report the tire owner's name and number, if any, or manufacturer's name, and location of tire on the Equipment.

1.4 User at his expense, shall provide good maintenance to tires and tubes, including proper inflation, repair of flat tires, pulled valve stems, etc.

1.5 In the event of a blowout and/or total failure of tire and/or tube, replaced by other than the Owner, the replacement shall be properly mated and of similar quality and value and report of such replacement must be made to Owner showing size, ply, brand and serial number of tires removed and applied. If tire or tube is ruined as a result of being run flat or otherwise abused, it will be the responsibility of the User to replace or pay for the tire or tube so ruined. Any expense in replacing or repairing a tire exceeding \$125 in cost shall require notification of Owner by User.

- 1.6 When Owner is charged for an unserviceable tire, User shall make reasonable best efforts to hold the tire for thirty (30) days after notification to Owner of such unserviceability. If the Owner requests return of tire, it shall be returned by User to the point and in the manner designated by Owner. If User fails to return tire upon request, Owner reserves the right in its sole discretion to impose a \$200 charge upon User for such failure. User shall pay Owner such \$200 charge.

2. Landing Gears

- 2.1 At time of interchange landing gear must be complete as to component parts, properly secured to Equipment and in suitable condition to properly support load.
- 2.2 User in possession of Equipment shall provide required maintenance service to landing gear, including minor repairs and lubrication.

3. Refrigeration and Heating

- 3.1 At time of interchange a vehicle equipped with mechanical refrigeration unit shall have marked adjacent to the fuel tank the type of fuel required to drive unit and capacity of fuel tank.
- 3.2 At time of interchange of a loaded vehicle under heat or refrigeration, interior air of vehicle will be at the required temperature. The mechanical unit shall be in satisfactory operating condition and shall have sufficient fuel, or mechanical generator set to make the trip, as measured by the Owner.
- 3.3 Owner shall protect the liquid cooling system of mechanical unit and generator set against freezing damage by application of sufficient permanent antifreeze solution to prevent freezing at temperature not less than minus 20 degrees F. Type of solution and degree of protection afforded shall be shown on tag attached securely to unit.
- 3.4 User shall be responsible for further protecting the mechanical unit and generator set where temperature lower than the above minimum may occur while in its possession. In furnishing this protection the same type and grade of solution shall be added to unit and the information tag shall be corrected to show the new temperature protection.
- 3.5 Fuel used to operate portable unit in either heat or refrigeration service shall comply with all requirements of the carriers and regulatory agencies involved in the movement. Type and location of portable unit shall be designated by Delivering Carrier.
- 3.6 User shall provide proper maintenance to the heating, refrigeration unit, and generator set when vehicle contains commodities requiring temperature control.

- 3.7 Fuel used to operate mechanical refrigeration units and generator sets in either heat or refrigeration service shall comply with all requirements of the Owner and any regulatory agencies involved in the movement.
- 3.8 Notwithstanding any provisions of Section 6, Part I herein, the Owner shall properly clean the Equipment at the User's expense. This includes, but is not limited to, steam cleaning.
- 3.9 Prior to empty refrigerated Equipment being redelivered to the Owner, the User shall properly clean the Equipment at the User's expense. This includes, but is not limited to, steam cleaning. In the event refrigerated Equipment is not properly cleaned prior to return, Owner may refuse to accept its return or invoice User for all cleaning charges.

4. Tanks

- 4.1 The User agrees to return Equipment to Owner in a like condition of that which received. Owner reserves the right to require User to clean interior, dome and discharge area of Equipment, at User's cost, in the event tank Equipment is not clean when returned, and may refuse to accept return.
- 4.2 Tanks shall be returned with all gauges, valves, hatch covers, etc., in good operating condition and there should be no evidence of leakage.

Attachment "A"

- 1) This Attachment A is an attachment to the CSX Lines, LLC Intermodal Interchange Agreement and sets forth the free time and use charges applicable to Equipment interchanged between CSX Lines and Carrier.
- 2) On Intermodal moves, when containers are dropped off at customer's facility or at CSX Lines' inland depot, as directed by CSX Lines, User's free time will be two (2) calendar days commencing with the day of first possession. Use (per diem) charges will be assessed in the same amounts as per paragraph 3 below. Additional free time as well as storage/detention charges for customer's account shall commence for Equipment at customer's premises if any of the following CSX Lines' tariffs (or successor tariffs) apply and so provide:
 - Tariff 301, 314, and 453 – Alaska Trade
 - Tariff 212 – Hawaii Trade
 - Tariff 353 – Guam Trade
 - Tariff 414 and 415 – Puerto Rico Trade
- 3) In accordance with the CSX Lines, LLC's Intermodal Interchange Agreement, the User is billed and shall pay charges for Port-to-Port moves and Intermodal moves, except as specified under 2) above, based upon the following table:

FREE TIME AND CHARGES

<u>Equipment Type</u>	<u>Free Time (a)</u>	<u>Charges (b)</u>
Dry Containers	5 days	\$11.00 per day
Open Top/Flatbed	5 days	\$15.00 per day
Refrigerated/Tank Containers	3 days	\$50.00 per day
Bare Chassis	5 days	\$ 6.00 per day

- (a) Excludes day of initial interchange, holidays and first Saturday and Sunday.
- (b) Charges apply on all days, or fractions thereof, after free time expires.
- 4) User interchanging Equipment with a rail carrier shall not be assessed a use charge if the interchange occurs within the free time permitted by this Agreement and within 2 days thereafter User has provided CSX Lines with the requisite routing information and a copy of CSX Lines' or the railroad's Equipment Interchange Receipt between User and the rail carrier.
- 5) Where repairs of trailers are to be made under the provisions of Section 4 of this Agreement, CSX Lines shall receive use charges as shown in this Attachment A while the Equipment is out of service or, if the Equipment is extensively damaged, use charges will continue until agreement is reached between CSX Lines and the User for the User to pay for the value of the Equipment.
- 6) In the event this Agreement is canceled by CSX Lines for failure of Carrier to maintain required insurance coverage, or to pay valid use charges, or for any other breach of the Agreement, Carrier agrees to pay CSX Lines an administrative fee of \$50.00 if, and at such time as Agreement is reinstated.

END OF AGREEMENT

EXHIBIT NO. 3

M AERSK SEALAND

TRAILER INTERCHANGE CONTRACT

THIS AGREEMENT, dated the _____ day of _____, by and between
Maersk Line, through its General Agents, Maersk Inc., with an office at 6000 Carnegie
Blvd, Charlotte NC 28209 (hereinafter referred to as "Lessor" and
(hereinafter referred to as "Lessee").

1. *Scope of Agreement* Lessor and Lessee hereby enter into this Agreement to set forth the terms and conditions with respect to the interchange/lease of trailers, demountable containers, chassis without power, with or without demountable bogies, and component parts thereof hereinafter collectively referred to as "Interchange Equipment" from time-to-time during the term of this agreement. This Agreement shall be made operative with respect to all such Interchange Equipment so leased through execution, as hereinafter provided of a Trailer Interchange Receipt and Inspection Report in the form attached hereto as Exhibit "A".

2. *Implementation of Agreement* At the time of lease of any Interchange Equipment hereunder, authorized representatives of Lessor and Lessee shall execute five copies of the Trailer Interchange Receipt and Inspection Report. Execution of the Trailer Interchange Receipt and Inspection Report by Lessee shall constitute acknowledgment that the Interchange Equipment is satisfactory and acceptable to Lessee other than the exceptions noted on said Receipt delivered to Lessee at the time of interchange. Lessor and Lessee shall thereafter be bound by such notations.

3. *Ownership* The Interchange Equipment shall at all times remain the sole and exclusive property of Lessor and Lessee shall acquire no ownership rights of any nature by virtue of paying rental charges, cost of repairs, registration or licensing fees, cost of transporting said Interchange Equipment or otherwise. The Interchange Equipment shall, where appropriate, have Lessor's serial numbers and other identifying marks affixed thereto, which shall not be obliterated or altered by Lessee. Any use of the Interchange Equipment by the Lessee, which is in derogation of the Lessor's ownership interest therein, shall constitute a conversion of said equipment.

4. *Use by Lessee* Lessee shall have complete control and supervision of Interchange Equipment during the term of lease so long as no default hereunder has occurred. Lessee while in possession of such Interchange Equipment shall comply with all laws, regulations and ordinances applicable to the physical possession and use of the Interchange Equipment and agree to save Lessor harmless from and against any actual or asserted violations thereof. Lessee shall pay all fees, taxes, charges, assessments, taxes and fines of whatever nature that may be assessed or charges against the Interchange Equipment or its operation during the period for which Lessee is responsible for the Interchange Equipment, and Lessee agrees to hold Lessor harmless therefrom. Lessee shall comply with all loading limitations, if any, prescribed by the manufacturers of the Interchange Equipment, and shall prevent excessive impact or unbalanced or concentrated loads and pay all fines, expenses, charges or assessments of whatever nature which may arise out of the Lessee's failure to comply with loading limitations or failure to prevent excessive impact or unbalanced or concentrated loads. Lessor shall have no right to control the detail of the work of any employee or agent operating or using said Interchange Equipment during the lease period. Any person operating, in possession, of, using said Interchange Equipment after the signing of said Trailer Interchange Receipt and Inspection Report and until such form is signed acknowledging return of the Interchange Equipment to Lessor, shall not be considered the agent or employee of Lessor for any purpose whatsoever.

5. Sub-Lease Lessee shall not sublet or in any other manner permit the interchange to go out of its possession without prior written consent of Lessor, as shown on the Trailer Interchange Receipt and Inspection Report or otherwise, and then only to the extent of said written permission. Any consent by the Lessor to subletting of the Interchange Equipment shall be deemed a separate contract, which must be signed by the Lessor. If such consent is given by a clause in the Interchange Receipt and Inspection Report, such clause must be separately signed by the Lessor.

6. Redelivery Lessee shall complete promptly and expeditiously the use for which the Interchange Equipment has been leased and returned said Equipment at its sole cost and expense to the terminal of Lessor or other carrier from which said Interchange Equipment was received, unless otherwise agreed in writing Lessee shall remove all dunnage, debris, etc., prior to redelivery and, where necessary, decontaminate equipment that has been loaded with contaminating commodities. Lessee shall be responsible for the safe and timely return of the Interchange Equipment to Lessor, ordinary wear and tear excepted, notwithstanding that Lessee may have had permission from Lessor to interchange said Equipment with another connecting carrier. In the event the Interchange Equipment is delivered by the Lessee to a connecting carrier, with or without the consent of the Lessor, or otherwise comes into the possession of a party that has not executed a Trailer Interchange Receipt and Inspection Report, Lessee shall be fully liable and solely responsible to Lessor for the performance of all terms and conditions of this Agreement until such equipment is properly returned to Lessor as provided herein.

7. Third Party Liability Lessee shall pay, defend, indemnify and hold harmless Lessor, any intermediate carrier or provider furnishing said Interchange Equipment, from and against any and all loss, damage, liability, cost or expenses however caused, suffered or incurred by Lessor, any intermediate carrier or other persons, including attorney's fees, arising out of Lessee's use, operation, control, maintenance or possession of Interchange Equipment, whether caused by Lessor's negligence or otherwise (except loss or damage to Interchange Equipment or cargo being transported therein or cargo being loaded or unloaded or held at terminal or transit points incident to transportation). Lessee or any other carrier under whose operating authority Interchange Equipment is being used shall be solely liable according to applicable law for loss or damage to, or delay of that property being transported therein, caused by or arising out of Lessee's or such other carrier's use, operation, control, maintenance or possession of said Interchange Equipment, whether such loss, or delay is caused by any negligent act or omission of Lessor or otherwise Lessee agrees to indemnify and hold Lessor harmless against any and all loss, damage, liability, cost or expenses arising out of any claim for loss, damage of property being transported in Interchange Equipment during the time after a Trailer Interchange Receipt and Inspection Report is executed until such form is signed acknowledging return of the Interchange Equipment, regardless of who shall be operating the Interchange Equipment at the time the loss or damage occurred.

8. Insurance Lessee shall, at its own expense, maintain in force general liability insurance coverage relating to its liability assumed under the provisions of paragraph 7 hereof with an insurance company and in a form acceptable to the Lessor, with limits of liability of not less than \$250,000/\$500,000 for bodily injury and \$250,000 for property damage, or single limit coverage of at least \$1,000,000. Prior to receipt by Lessee of any Interchange Equipment covered by this Agreement, Lessee agrees to deliver to Lessor Certificates of Insurance evidencing said coverage and naming said Lessor, Maersk Inc., as additional assured thereunder. Such certificates and policies providing the insurance so required shall contain a clause providing the policy may not be cancelled without thirty-(30) day's prior written notice to Lessor. If Lessee shall fail to furnish such certificates or to keep in effect such insurance coverage, the Lessor shall have the right, but not the obligation, to obtain such coverage, and to charge the amount thereof to Lessee as additional charges due hereunder, payable promptly on demand. In addition, Lessee also agrees to maintain in force all risk physical damage insurance in an amount equal to or greater than the value of all Interchange Equipment at any time held by Lessee hereunder and to deliver to Lessor a Certificate of Insurance evidencing said coverage and including the Lessor, Maersk Inc. as additional named insured.

9. Rental Charges the lease of Interchange Equipment hereunder shall be made solely upon a compensation basis as shown in the Table of Charges attached hereto as Exhibit 'B'. Settlement shall be made at the end of each month for all charges accrued during said period, whether said Interchange Equipment has been returned to Lessor or remains with Lessee, or as otherwise agreed upon in writing between the Lessor and Lessee shall be required to pay a penalty for late payment at the rate of one and one-half percent (1-1/2% per month for all payments received more than thirty (30) days after invoicing by Lessor.

10. Maintenance Ordinary maintenance and other service adjustments occasioned by the ordinary use of the Interchange Equipment subject to this Agreement after being received into service by Lessee shall be:

- a. Absorbed by Lessee, to the extent of the first \$25.00 of costs
- b. Billed to and borne by Lessor for the excess when the cost thereof exceeds \$25.00
- c. Authorized by Lessor prior to commencement when the estimated cost thereof would exceed \$50.00 and
- d. Billed to Lessor pursuant to sub-paragraphs (2) and (3), hereof within 90 days from the date the repairs were completed, unless a different time period is agreed upon in writing by Lessor and Lessee. Billing must include serial number or other identification numbers of the Interchange Equipment, date and locations where said repairs occurred, and all other details of same. No liability on the part of Lessor to reimburse Lessee will exist unless such invoices are received within 90 days.

In the event the Interchange Equipment offered for lease shall require maintenance or repairs before being received into service by Lessee, Lessor shall be responsible for the costs thereof. However the Lessee may cause the repairs to be made unless the apparent cost for such repairs exceeds \$50.00, in which event the consent of Lessor shall be obtained by Lessee before it causes repairs to be made. Lessor shall have the right to inspect all Interchange Equipment at any time.

11. Damage In the event any Interchange Equipment is lost or stolen, damaged, totally destroyed or otherwise becomes unserviceable after being leased under this Agreement, Lessor shall have the option during the period that such Interchange Equipment is undergoing repairs or settlement between Lessor and Lessee for such loss, damage, or destruction is pending, to receive from Lessee Interchange Equipment of like condition, quality and size, or in lieu thereof, compensation equal to the applicable minimum daily rental charge as provided in paragraph 9 hereof and the Table of Charges attached hereto as Exhibit 'B'. In any event, Lessee shall be responsible to pay such minimum daily rental for the period commencing on the date the Interchange Equipment is lost, stolen, damaged or destroyed and the date when either (a) substitute equipment is tendered to and accepted by the Lessor, (b) the repairs have been completed and the Interchange Equipment is returned to and accepted by the Lessor or (c) the replacement value of the lost, damaged, or destroyed Interchange Equipment is tendered to the Lessor. In any event any Interchange Equipment sustains damage which does not render it unserviceable, after being received by Lessee, Lessee shall, by repair, restore it to the condition in which it was received, and, in the event of failure of Lessee to make such repairs, Lessee shall nevertheless be responsible for the costs thereof.

12. Miscellaneous Obligations (a) Tires Lessor shall equip the Interchange Equipment with tires and tubes of proper size at the time of lease. Thereafter, until the Interchange Equipment is returned to Lessor, repairs to tires and tubes shall be made by and at the expense of Lessee. In the event of blowout or total failure of a tire or tube, Lessee shall furnish replacement tires and tubes to return the Interchange Equipment to Lessor (but shall retain title to such replacement tires and tubes upon delivery of the Interchange Equipment to Lessor) and shall return with the Interchange Equipment the blowout or unserviceable tire and tube, together with a rim of the same make and type as was on the trailer when the blowout occurred. In the event of failure to so return, Lessee shall pay Lessor an amount equal to the value thereof at the time of original lease, which in the absence of specific information to the contrary shall be \$100.00 or a new tire and tube of like size and quality. If tires are ruined as a result of being run flat, it will be the responsibility of Lessee to replace or pay for the tire so ruined. (b) Refrigeration Equipment Fuel used in providing any refrigeration shall be released by Lessee at the time the mechanical refrigeration unit is returned. If Lessee fails to replenish the fuel supply of the refrigeration unit, Lessor may, unless

otherwise agreed, bill Lessee for the cost of fuel consumed. When mechanical refrigeration that has been used to move unpacked perishable commodities under refrigeration is unloaded, said unit shall, unless otherwise agreed, be steam-cleaned by Lessee. Failing such undertaking on the part of Lessee, Lessor may bill Lessee for the cost of said cleaning.

13. Miscellaneous Obligations LESSOR, NOT BEING THE MANUFACTURER OF THE INTERCHANGE EQUIPMENT MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE INTERCHANGE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. AND AS TO LESSOR, LESSEE LEASES THE INTERCHANGE EQUIPMENT "AS IS", EXCEPT THAT LESSOR WARRANTS THAT IT WILL HAVE, AT THE TIME OF ANY DELIVERY HEREUNDER OF EACH ITEM OF INTERCHANGE EQUIPMENT, TITLE OR RIGHT TO POSSESSION AND USE THEREOF.

14. Term This agreement shall begin on the date of execution hereof and continue for an indefinite period. Either party to this Agreement may, however, terminate same upon ten (10) days prior written notice. In the event of termination by the Lessee, such termination shall not be effective until all Interchange Equipment is returned to and accepted by the Lessor.

15. Remedies of Lessor Lessor shall be entitled to all its remedies provided by law, and shall be entitled to receive from Lessee the compensation hereunder as computed pursuant to paragraph 9 hereof and the Table of Charges annexed hereto as Exhibit "B". Should Lessee fail to pay any rental or other charges due to Lessor when they become due, or should Lessee default or fail to perform any other terms or conditions hereunder and fail to remedy such default within ten (10) days after receipt of written notice thereof by Lessor, or should Lessee be the subject of any proceedings under bankruptcy laws or under any other insolvency laws providing for the relief of debtors, then Lessor shall, in addition to its other remedies, have the right, at its option, at any time to require the Lessee to immediately redeliver the Interchange Equipment to Lessor or to take immediate possession of all Interchange Equipment, and Lessee specifically waives any damages occasioned by any such taking of possession.

16. Construction This Agreement and the execution from time-to-time of said Trailer Interchange Receipt and Inspection Report shall constitute the entire understanding of the parties with respect to the Interchange Equipment herein referred to and shall be construed in accordance with the laws of the State of New York. The failure of either party to require the performance of any provision of the Agreement or the waiver by either party of any breach under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.

17. Notices Any notice or payment required by this Agreement shall be in writing and addressed to the party at the address set forth herein or as changed by written notice to the other party. Reasonable notice, when required and not otherwise specified, shall be deemed to be ten (10) days.

18. Assignment This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19. Amendment. This agreement may not be amended or modified orally. No amendment, modification or release from any provision hereof shall be effective unless in writing and signed by both parties specifically stating it is an amendment to the Agreement.

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

EXECUTED AT CHARLOTTE NC this _____ Day of _____ 2001.

Name of Lessee (Trucking Company Name)

Signature (Officer of Company)

Signatory's Printed Name and Title

Address (physical)

City

State

Zip

Telephone No:

Fax No:

Mailing Address (if different from above)

City

State

Zip

ICC-MC- (if Applicable):

State Authority No. (if applicable):

(FOR MAERSK USE ONLY)
MAERSK INC.
GENERAL AGENTS for MAERSK LINE

SIGNATURE: _____

CODE#: _____

MAERSK SEALAND

WE HAVE RECEIVED YOUR INSURANCE CERTIFICATE AND WOULD LIKE TO ADVISE YOU THAT IT DOES NOT MEET OUR REQUIREMENTS FOR THE REASONS NOTED BELOW. PLEASE HAVE YOUR INSURANCE BROKER SEND US A CORRECTED CERTIFICATE BEFORE YOU ATTEMPT TO PICK UP EQUIPMENT.

- *AUTOMOBILE LIABILITY USD 1,000,000 BODILY INJURY/
PROPERTY DAMAGE
- *CARGO INSURANCE USD 50,000 PER TRAILER
- *TRAILER INTERCHANGE USD 15,000 PER TRAILER
(COVERAGE FOR CONTRS & CHASSIS)
- *ADDITIONAL INSURED ENDORSEMENT (PART OF AUTO LIAB) MUST READ AS A
OR B:
A) "MAERSK INC ET AL IS NAMED ADDITIONAL INSURED ON THE AUTO LIAB
LIABILITY"
B) "ALL OPERATIONS CONDUCTED UNDER INTERCHANGE AGREEMENT ON
AUTO LIABILITY"

OUR COMPANY NAME BOTH AS CERTIFICATE HOLDER & ADDITIONAL
INSURED MUST READ "MAERSK INC, ET AL."

UNDER AUTO LIAB TYPE, "ANY" IS PREFERRED, BUT "ALL OWNED",
"THIRD", AND "NON-OWNED" IN CONJUNCTION WITH ONE ANOTHER ARE
ACCEPTABLE. IF "SCHEDULED" OR "SPECIFIED" ARE CHECKED OFF (EVEN IN
CONJUNCTION WITH ANOTHER TYPE), THEN "ALL CURRENTLY OWNED
VEHICLES ARE SCHEDULED ON THE POLICY" MUST BE STATED ON THE
CERTIFICATE.

THE ADDITIONAL INSURED CLAUSE APPLIED TO THE AUTO LIABILITY (NOT
TRAILER COVERAGE, CARGO, OR GENERAL LIAB). THERE SHOULD BE NO
DEVIATION IN THE WORDING, AND IF THE CLAUSE IS UNDER SEPARATE COVER
IT MUST REFER TO THE AUTO LIAB POLICY NUMBER.

SINCE OCEAN CARGO OR WAREHOUSEMAN'S LEGAL LIABILITY MAY OR
MAY NOT INCLUDE MOTOR TRUCK CARGO, CERTIFICATE MUST INDICATE THAT
'MOTOR TRUCK CARGO' IS INCLUDED UNDER SUCH POLICY AND SHOULD
STATE THE DOLLAR AMOUNT PROVIDED PER TRAILER.

PHYSICAL DAMAGE USUALLY INDICATES COVERAGE FOR TRUCKER'S
TRACTORS. IT IS NOT ACCEPTABLE AS TRAILER INTERCHANGE COVERAGE.

ALL OF THE ABOVE REQUIREMENTS ALSO APPLY TO CANADIAN TRUCKING
COMPANIES. ALL CERTIFICATES OF INSURANCE MUST COME FROM INSURANCE
COMPANY OR BROKER—WE CANNOT ACCEPT THEM FROM TRUCKING
COMPANIES. WE APPRECIATE YOUR COOPERATION.

MAERSK INC
6000 CAINECIE BLVD, CHARLOTTE NC 28209
TELEPHONE: 704-571-2362. FAX: 704-571-3074
INTERNET: <http://www.maersksealand.com>

**ADDENDUM TO TRAILER INTERCHANGE AGREEMENT
RENTAL CHARGES-EXHIBIT B
EFFECTIVE JANUARY 1ST, 2000**

1. FREE TIME:

A. REGULAR EQUIPMENT: DAY OF INITIAL INTERCHANGE PLUS (5) WORKING DAYS, I.E., EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS.

REGULAR EQUIPMENT INCLUDES EQUIPMENT OF ALL SIZES, WITH OR WITHOUT CHASSIS, AMONG OTHER, 20 AND 40 FOOT DRY CONTAINERS, HIGH-CUBE CONTAINERS, OPEN TOP CONTAINERS, FLAT RACK CONTAINERS, BARE CHASSIS, STANDARD FLATBED TRAILERS, ETC. OTHER THAN REFRIGERATED EQUIPMENT, TANK EQUIPMENT, AND TRAILERS LEASED FOR SPECIAL PROJECTS.

B. REFRIGERATED/TANK EQUIPMENT: DAY OF INITIAL INTERCHANGE PLUS THREE (3) WORKING DAYS, I.E., EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS.

C. TRAILERS OTHER THAN FLATBEDS, ALL TYPES/SIZES LEASED FOR SPECIAL PROJECTS: DAY OF INITIAL INTERCHANGE PLUS FIVE (5) WORKING DAYS, I.E., EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS.

2. CHARGES:

A. DETENTION CHARGES SHALL BE CHARGED FOR EACH CALENDAR DAY FOLLOWING FREE TIME FOR EQUIPMENT UNDER INTERCHANGE EXCEPT AS STATED IN ITEM 2.B:

TYPE OF EQUIPMENT:	CHARGE PER DAY
DRY CONTAINERS/TRAILERS	USD 11.00
OPEN TOP CONTAINERS/FLATBED TRAILERS	USD 15.00
REFRIGERATED/TANK EQUIPMENT	USD 38.00
BARE CHASSIS	USD 6.00
RO-RO EQUIPMENT, TRAILERS OTHER THAN FLATBEDS, ALL TYPES/SIZES, LEASED FOR SPECIAL PROJECTS:	USD 50.00

B. DETENTION CHARGES SHALL BE CHARGED FOR EACH CALENDAR DAY FOLLOWING FREE TIME FOR ALL "IMPORT" MOVES INTO THE UNITED STATES. IN ADDITION, EXPORT MOVES OUT OF THE UNITED STATES TO CENTRAL AMERICA, SOUTH AMERICA, AND CARIBBEAN.

TYPE OF EQUIPMENT:	CHARGE PER DAY
DRY CONTAINERS/TRAILERS	USD 22.00
OPEN TOP CONTAINERS/TRAILERS	USD 30.00
REFRIGERATED/TANK EQUIPMENT	USD 100.00
BARE CHASSIS	USD 12.00
RO-RO EQUIPMENT, TRAILERS OTHER THAN FLATBEDS, ALL TYPES/SIZES, LEASED FOR SPECIAL PROJECTS:	USD 100.00

MEERK. SEPLAND

SECRET NO. 4

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CONFORMED SUBMISSION TYPE: 10-K

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FILED AS OF DATE: 20010301

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COMPANY DATA:

COMPANY CONFORMED NAME:

CSX CORP

CENTRAL INDEX KEY:

0000277948

STANDARD INDUSTRIAL CLASSIFICATION:

RAILROADS, LINE-HAUL OPERATI

IRS NUMBER:

621051971

STATE OF INCORPORATION:

VA

FISCAL YEAR END:

1231

FILING VALUES:

FORM TYPE: 10-K

SEC ACT:

SEC FILE NUMBER: 001-08022

FILM NUMBER: 1558237

BUSINESS ADDRESS:

STREET 1: ONE JAMES CNTR

STREET 2: 901 E CARY ST

CITY: RICHMOND

STATE: VA

ZIP: 23219

BUSINESS PHONE: 8047821400

MAIL ADDRESS:

STREET 1: ONE JAMES CENTER

STREET 2: ONE JAMES CENTER

CITY: RICHMOND

STATE: VA

ZIP: 23219

</SEC-HEADER>

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UNITED STATES

<http://www.sec.gov/Archives/edgar/data/277948/000102140801001422/0001021408-01-0014...> 5/29/02

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the fiscal year ended December 29, 2000

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 1-8022

CSX CORPORATION

(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction of
incorporation or organization)

62-1051971
(I.R.S. Employer
Identification No.)

901 East Cary Street, Richmond, Virginia
(Address of principal executive offices)

23219-4031
(Zip Code)

(804) 782-1400

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class

Name of exchange on which registered

Common Stock, \$1 Par Value

New York Stock Exchange

Documents Incorporated by Reference	Portion of Form 10-K into which Documents are Incorporated
1. Portions of the Registrant's Annual Report to Shareholders for the fiscal year ended December 29, 2000 ("Annual Report")	Part I, II & IV
2. Portions of the Registrant's Definitive Proxy Statement to be filed with respect to its annual meeting of shareholders scheduled to be held on May 1, 2001 ("Proxy Statement")	Part III

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PART I

Item 1. Business

In response to this Item, the information set forth on page 1 under the caption "Financial Highlights", page 6 for Rail Operations, page 8 under the captions "CSX Intermodal", "CSX Lines", "CSX World Terminals", and pages 15-27 under the caption "Management's Discussion and Analysis of Financial Condition and Results of Operations" of the Annual Report is incorporated herein by reference.

Item 2. Properties

In response to this Item, the information set forth on pages 15-27 under the caption "Management's Discussion and Analysis of Financial Condition and Results of Operations", page 32 under the caption "Properties" and page 38 under the caption "Note 10. Properties." of the Annual Report is incorporated herein by reference.

Item 3. Legal Proceedings

In response to this Item, the information set forth on pages under the captions "New Orleans Tank Car Fire Litigation" and "Environmental Management", page 25 under the captions "New Orleans Tank Car Fire" and "ECT Dispute" and pages 44 and 45 under the captions "Environmental" and "Other Legal Proceedings" of the Annual Report is incorporated herein by reference.

Item 4. Submission of Matters to a Vote of Security Holders

There were no matters submitted to a vote of security holders in the fourth quarter of 2000.

Executive Officers of the Registrant

Executive officers of CSX Corporation are elected by the CSX Board of Directors and hold office until the next annual election of officers. Officers of CSX business units are elected annually by the respective Boards of Directors of the business units. There are no family relationships or any arrangement or understanding between any officer and any other person pursuant to which such officer was selected.

<http://www.sec.gov/Archives/edgar/data/277948/000102140801001422/0001021408-01-0014...> 5/29/02

Consolidated Statement of Financial Position at Dec. 29,
2000 and Dec. 31, 1999

Consolidated Statement of Changes in Shareholders' Equity
for the Fiscal Years Ended Dec. 29, 2000, Dec. 31, 1999,
and Dec. 25, 1998

Notes to Consolidated Financial Statements

Report of Independent Auditors

The following financial statement footnote was not
included in the Annual Report.

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<PAGE>

Note 20. Summarized Consolidating Financial Data - CSX
Lines (formerly Sea-Land)

During 1987, Sea-Land entered into agreements to sell and
lease back by charter three new U.S. -built , U.S. -flag,
D-7 class container ships. The ships were not included in
the sale of international liner assets to Maersk in
December 1999 and the related debt remains an obligation
of CSX Lines. CSX has guaranteed the obligations of CSX
Lines pursuant to the related charters which, along with
the container ships, serve as collateral for debt
securities registered with the Securities and Exchange
Commission (SEC). The 2000 consolidating schedules reflect
CSX Lines as the obligor and the 1999 and 1998
consolidating schedules reflect Sea-Land as the obligor.
In accordance with SEC disclosure requirements,
consolidating financial information for the parent and
guarantors are as follows: (amounts in millions)

<TABLE>
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Consolidating Statement of Financial Position			2000	
	CSX Corporate	CSX Lines	Other	E
<S>	<C>	<C>	<C>	<C>
Assets				
Cash, Cash Equivalents and Short-term Investments	\$ 285	\$ (94)	\$ 493	\$
Accounts Receivable	33	65	926	
Materials and Supplies	-	15	230	
Deferred Income Taxes	-	-	121	
Other Current Assets	12	12	248	
Total Current Assets	330	(2)	2,018	
Properties	29	455	17,355	
Accumulated Depreciation	(25)	(276)	(4,896)	
Properties, net	4	179	12,459	

<http://www.sec.gov/Archives/edgar/data/277948/000102140801001422/0001021408-01-0014...> 5/29/02

Accountants
 24* Powers of Attorney
 99.1* Audited Consolidated Financial Statements of Conrail
 Inc. for the Years Ended Dec. 31, 2000, 1999, and 1998

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<PAGE>

* Filed herewith
 ** Management Contract or Compensatory Plan or
 Arrangement
 *** Except for those portions of the Annual Report which
 are expressly incorporated by reference in this Form
 10-K, the Annual Report is furnished for the
 information of the Securities and Exchange Commission
 only and is not to be deemed "filed" as part of this
 Form 10-K.

(b) Reports on Form 8-K

Form 8-K filed on January 31, 2001 to restate prior-period
 financial statements to reflect the contract logistics segment as
 a discontinued operation.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange
 Act of 1934, the Registrant has duly caused this report to be signed on its
 behalf by the undersigned, thereunto duly authorized.

CSX CORPORATION
 (Registrant)

By: /s/JAMES L. ROSS

James L. Ross
 Vice President and Controller
 (Principal Accounting Officer)

Dated: February 28, 2001

Pursuant to the requirements of the Securities Exchange Act of 1934, this report
 has been signed below by the following persons on behalf of the Registrant and
 in the capacities indicated on February 28, 2001.

Signature	Title
/s/ JOHN W. SNOW*	Chairman of the Board, President,
John W. Snow	Chief Executive Officer and Director (Principal Executive Officer)
/s/ PAUL R. GOODWIN*	Executive Vice President-Finance and
Paul R. Goodwin	Chief Financial Officer (Principal Financial Officer)
/s/ ELIZABETH E. BAILEY*	Director

Elizabeth E. Bailey
 /s/ H. FURLONG BALDWIN* Director

H. Furlong Baldwin
 /s/ CLAUDE S. BRINEGAR* Director

Claude S. Brinegar
 /s/ ROBERT L. BURRUS, JR.* Director

Robert L. Burrus, Jr.

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<PAGE>
 /s/ BRUCE C. GOTTWALD* Director

Bruce C. Gottwald
 /s/ JOHN R. HALL* Director

John R. Hall
 /s/ E. BRADLEY JONES* Director

E. Bradley Jones
 /s/ ROBERT D. KUNISCH* Director

Robert D. Kunisch
 /s/ JAMES W. MCGLOTHLIN* Director

James W. McGlothlin
 /s/ SOUTHWOOD J. MORCOTT* Director

Southwood J. Morcott
 /s/ CHARLES E. RICE* Director

Charles E. Rice
 /s/ WILLIAM C. RICHARDSON* Director

William C. Richardson
 /s/ FRANK S. ROYAL, M.D.* Director

Frank S. Royal, M.D.

*By: /s/ ELLEN M. FITZSIMMONS
 Ellen M. Fitzsimmons
 Attorney-in-Fact

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<TABLE>	
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Financial Policy.....	14
Management's Discussion and Analysis of Financial Condition and Results of Operations.....	15
Consolidated Statement of Earnings.....	28
Consolidated Statement of Cash Flows.....	29
Consolidated Statement of Financial Position.....	30
Consolidated Statement of Changes in Shareholders' Equity.....	31
Notes to Consolidated Financial Statements.....	32
Report of Ernst & Young LLP, Independent Auditors.....	48
</TABLE>	

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FINANCIAL POLICY

CSX's Financial Principles

The management of CSX Corporation reports the company's financial condition and results of operations in an accurate, timely and conservative manner in order to give shareholders the information they need to make investment decisions about the company. In this section of our annual report, financial information is presented to assist you in understanding the sources of earnings, the financial resources of the company and the contributions of the various business units.

Our key objective is to increase shareholder value by improving the return on invested capital and maximizing free cash flow. To achieve these goals, managers use the following guidelines in conducting the financial activities of the company:

- . Capital -- CSX business units are expected to earn returns in excess of the CSX cost of capital. Business units that do not earn a return above the CSX cost of capital and do not generate an adequate level of free cash flow over an appropriate period of time will be evaluated for sale or other disposition.
- . Taxes -- CSX will pursue all available opportunities to pay the lowest federal, state and foreign taxes, consistent with applicable laws and regulations and the company's obligation to carry a fair share of the cost of government. CSX also works through the legislative process for lower tax rates.
- . Debt Ratings -- The company will strive to maintain its investment grade debt ratings, which allow cost-effective access to financial markets. The company will manage its business operations in a manner consistent with meeting this objective, ensuring adequate cash to service its debt and fixed charges.
- . Dividends -- The cash dividend is reviewed regularly in the context of

providing the highest value to shareowners. Competitive yield levels, tax efficiency and financial flexibility are the factors balanced in such reviews.

CSX cannot always guarantee that its goals will be met, despite its best efforts. For example, revenue and operating expenses are affected by the state of the economy and the industries the company serves. In addition, changes in regulatory policy can drastically change the cost and feasibility of certain operations. Factors such as these, along with the uncertainty involved in predicting future events, should be kept in mind when reading company projections or forward-looking statements in this report.

Management's Responsibility for Financial Reporting

The consolidated financial statements of CSX have been prepared by management, which is responsible for their content and accuracy. The statements present the results of operations, cash flows and financial position of the company in conformity with accounting principles generally accepted in the United States and, accordingly, include amounts based on management's judgments and estimates.

CSX and its subsidiaries maintain internal controls designed to provide reasonable assurance that assets are safeguarded and transactions are properly authorized by management and are recorded in conformity with generally accepted accounting principles. Controls include accounting tests, written policies and procedures and a code of corporate conduct routinely communicated to all employees. An internal audit staff monitors compliance with and the effectiveness of established policies and procedures.

The Audit Committee of the board of directors, composed solely of outside directors, meets periodically with management, internal auditors and the independent auditors to review audit findings, adherence to corporate policies and other financial matters. The firm of Ernst & Young LLP, independent auditors, has been engaged to audit and report on the company's consolidated financial statements. Its audit was conducted in accordance with auditing standards generally accepted in the United States and included a review of internal accounting controls to the extent deemed necessary for the purpose of its report, which appears on page 48.

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Management's Discussion and Analysis of Financial Condition and Results of Operations

(All references to earnings per share assume dilution)

Description of Business

CSX Corporation (CSX), headquartered in Richmond, Va., operates the largest rail network in the eastern United States and also provides intermodal transportation services across the United States and into key markets in Canada and Mexico. CSX's goal, advanced at each of its business units, is to provide efficient, competitive transportation and related services for customers and to deliver superior value to the company's shareholders.

CSX Transportation Inc.

CSXT is the largest rail network in the eastern United States, providing rail

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freight transportation over a network of more than 23,400 route miles in 23 states, the District of Columbia and two Canadian provinces. Headquartered in Jacksonville, Fla., CSXT accounted for 74% of CSX's operating revenue and 76% of operating income in 2000.

CSX Intermodal Inc.

CSXI is the nation's only transcontinental intermodal transportation service provider, operating a network of dedicated intermodal facilities across North America. The CSXI network runs approximately 500 dedicated trains between its 49 terminals every week. CSXI accounted for 14% of CSX's operating revenue and 12% of operating income in 2000. Its headquarters are located in Jacksonville, Fla.

CSX Lines LLC

CSX Lines was formed in 1999 to operate the domestic liner business of Sea-Land Service Inc. (Sea-Land), consisting of a fleet of 16 vessels and 27,000 containers serving the trade between ports on the United States mainland and Alaska, Guam, Hawaii and Puerto Rico. The domestic container-shipping business was retained by CSX when Sea-Land's international container-shipping operations were sold to A.P. Moller-Maersk Line (Maersk) in December 1999. CSX Lines accounted for 8% of CSX's operating revenues and broke even on operating income in 2000. CSX Lines is headquartered in Charlotte, N.C.

CSX World Terminals LLC

CSX World Terminals, formed in 1999, operates container-freight terminal facilities at 12 locations in Hong Kong, China, Australia, Europe, Russia and the Dominican Republic. These operations, located in areas expected to benefit from the continuing growth in world trade, also were retained by CSX when Sea-Land's international liner business was sold to Maersk. CSX World Terminals accounted for 4% of CSX's operating revenues and 9% of operating income in 2000. CSX World Terminals is headquartered in Charlotte, N.C.

Non-Transportation

Resort holdings include the AAA Five-Diamond hotel, The Greenbrier, in White Sulphur Springs, W.Va. In December 1999, The Greenbrier was named "Resort of the Century" by Andrew Harper's Hideaway Report. CSX Real Property Inc. is responsible for sales, leasing and development of CSX-owned properties. CSX also holds a majority interest in Yukon Pacific Corporation, which is promoting construction of the Trans-Alaska Gas System to transport Alaska's North Slope natural gas to Valdez for export to Asian markets.

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Results of Operations

Net Earnings

(Millions of Dollars, Except Per Share Amounts)

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Description (all amounts after tax)	2000		
	Amount	Per Share	Amount

<http://www.sec.gov/Archives/edgar/data/277948/000102140801001422/0001021408-01-0014...> 5/29/02

. Restructuring credit in 1998 was \$30 million. Workforce reduction charge in 1999 was \$53 million.

INTERMODAL OPERATING REVENUE
(millions of dollars)

<TABLE>	
<S>	<C>
'96	\$ 660
'97	\$ 669
'98	\$ 648
'99	\$ 959
'00	\$1,168
</TABLE>	

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tion charge, compared with \$615 million in 1998. The expanded operations over portions of the former Conrail system accounted for the significant revenue and expense increases in 1999. While CSXI realized margin improvements through economies of scale, rail congestion led to lost revenue as shippers diverted some traffic to trucks.

Marine Services Results

Following the sale of its international container-shipping liner business in 1999, CSX has redefined the retained portions of its container-shipping business to consist of a Domestic Container Shipping segment and an International Terminals segment. These segments are being managed as separate businesses, and operating results for 2000 are presented separately for each segment. It is not practicable to provide results for these segments for 1999 and 1998. For reporting purposes, these businesses are also viewed in the aggregate as Marine Services. 1999 and 1998 results for the Marine Services grouping include the two retained businesses and the international liner business that was sold. The Domestic Container Shipping unit operates 16 vessels and 27,000 containers along six service routes between the continental United States and Alaska, Guam, Hawaii, and Puerto Rico. The International Terminals unit operates container freight terminals at 12 locations in Hong Kong, China, Australia, Europe, Russia, and the Dominican Republic.

2000 vs. 1999

Revenue from Marine Services operations totaled \$971 million for 2000, vs. \$3.8 billion for 1999. Operating expenses totaled \$900 million, compared to \$3.8 billion in the prior year. Operating income for 2000 was \$71 million, compared to \$48 million in 1999 before the \$360 million one-time net charge related to the sale of the international liner business. The significant declines in revenue, expense and operating income reflect the international liner sale. That transaction also accounted for the improvement in operating ratio as the international business had operated at a low margin prior to the sale.

1999 vs. 1998

Although the sale of Sea-Land's international liner business to Maersk did not close until mid-December, the unit lost significant business late in the fourth quarter of 1999 as international shippers shifted cargo bookings in anticipation of the transaction. As a result, those operations incurred an

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operating loss for the quarter that exceeded earnings from the retained domestic shipping and terminal management businesses. Operating results for the first nine months of the year showed marked improvement over 1998 as Pacific container volumes recovered and significant rate increases in the Asia-to-U.S. trade more than offset weakness in the Atlantic and Americas trade lanes. Despite the fourth quarter loss, 1999 operating income of \$48 million, excluding a loss on the international liner sale net of a related depreciation benefit, was 30% higher than the \$37 million earned in 1998.

Fiscal 1999 revenue of \$3.8 billion was 3% lower than 1998, reflecting the international liner disposition three weeks prior to year end and the pre-closing runoff in shipments. Similarly, operating expense of \$3.8 billion, excluding the net loss on sale, was 3% lower than 1998; although higher fuel prices resulted in a 9% increase in fuel expense on consumption levels that were flat year-to-year.

2000 Results

Domestic Container Shipping

The domestic container shipping unit reported operating revenue of \$666 million in its first year of existence as a stand-alone company. However, operating income associated with this revenue was break even in 2000. Traffic demand remained strong in the Alaska and Hawaii-Guam trade lanes, but weakness in the Puerto Rico trade due to competitive pressures and a slower Puerto Rican economy negatively impacted earnings for 2000.

International Terminals

The international terminals unit reported operating income of \$71 million for 2000 on operating revenue of \$305 million. International trade remained robust, with ongoing growth in world trade and the continued rebound of Asian economies. In addition to strong container traffic through its Hong Kong terminal, the unit benefited from continued productivity enhancements and improved capacity utilization at that facility.

Liquidity and Capital Resources

Operating Activities

Cash provided by operations for 2000 totaled \$710 million, down \$361 million from 1999, due principally to significant changes in the organizational structure of the company, including the sale of the contract logistics segment and the international liner business. Cash provided by operations totaled \$1.1 billion and \$1.0 billion in 1999 and 1998, respectively.

Investing Activities

Net cash used by investing activities in 2000 totaled \$337 million vs. \$582 million in 1999 and \$870 million in 1998. Included in the 2000 total is \$650 million in net proceeds from the sale of the contract logistics segment. Included in the 1999 total is \$751 million in net proceeds from the sale of international container-shipping assets and \$49 million from the sale of the Grand Teton Lodge resort. The 1998 total included \$628 million from the conveyance of the company's barge subsidiary to a joint venture.

Property additions totaled \$913 million in 2000 and \$1.5 billion in 1999 and 1998. The higher levels in 1999 and 1998 are largely due to rail and intermodal spending for locomotives and capital improvements to service the

of earnings have been restated accordingly. Revenues from the contract logistics segment were \$335 million, \$484 million, and \$408 million for 2000, 1999, and 1998, respectively. CSX recorded a gain of \$570 million before tax, \$365 million after tax, \$1.73 per share, on the sale.

Sale of International Container-Shipping Assets

In December 1999, CSX sold certain assets comprising Sea-Land's international liner business to Maersk. The international liner business operated approximately 75 container vessels and 200,000 containers in worldwide trades and comprised a majority of CSX's container-shipping revenue. In addition to vessels and containers, Maersk acquired certain terminal facilities and various other assets and related liabilities of the international liner business. The operating revenue associated with the assets sold was approximately \$2.8 billion in 1999 and \$3.0 billion in 1998.

In accordance with FASB Statement No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of," CSX classified the international liner assets as "held for sale" in July, 1999 when the agreement with Maersk was signed. The company recorded a \$315 million asset impairment charge in the third quarter to adjust the book value of the related property, equipment and other long-lived assets to their fair value less cost to sell. In addition, in accordance with the provisions of Statement No. 121, no depreciation was recorded on these assets after their classification as "held for sale." Based on subsequent accounting for the completed transaction, including adjustments to reflect asset allocations agreed to at closing, the company determined that the loss on sale was approximately \$86 million higher than the third quarter charge. The final loss on sale of \$401 million, net of a \$41 million benefit from the lower depreciation expense, reduced 1999 earnings by \$360 million, \$271 million after tax, \$1.27 per share. The agreement with Maersk provides for a post-closing adjustment to the sales price based on the change in working capital, as defined in the agreement, between June 25, 1999, and December 10, 1999. The loss recorded includes the estimated costs to terminate various contractual obligations of the company. These matters will affect the determination of the final loss on sale. The company has recorded a receivable of approximately \$60 million in connection with the post-closing adjustment and this amount is currently in dispute. The matter has been submitted to arbitration. Management is not yet in a position to assess fully the likely outcome of this process but believes it will prevail in the arbitration. Net of purchase price adjustments and cash balances conveyed to Maersk at closing, the company received cash proceeds of \$751 million on the sale.

CSX retained the container-shipping business serving the U.S. domestic trade and part of the company's international terminal operations and manages them separately. Management reporting and performance measures for these businesses have been developed for fiscal year 2000. The company revised its disclosures under FASB Statement No. 131, "Disclosures about Segments of an Enterprise and Related Information," for fiscal 2000 to report these as separate business segments; however, it is not practicable to provide comparative segment disclosures for prior years.

Sale of Grand Teton Lodge Subsidiary

In June 1999, CSX completed the sale of its Grand Teton Lodge resort subsidiary, located in Jackson Hole, Wyo., to Vail Resorts. The transaction resulted in a net investment gain of \$27 million, \$17 million after tax, 8 cents per share. CSX received net cash proceeds of \$49 million.

remedial environmental cleanup and monitoring efforts amounted to \$36 million in 2000, compared with \$35 million in 1999 and \$34 million in 1998. During 2001, the company expects to incur preventive and remedial environmental expenditures in the range of \$35 million to \$40 million. Future environmental obligations are not expected to have a material impact on the results of operations or financial position of the company.

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Business Outlook for 2001

The main challenge in 2000 was to turn the railroad's operating performance around - that was accomplished. In 2001, the challenge will be to turn the financial performance of the railroad around. This will be accomplished through continued service improvements, aggressive cost cutting initiatives and taking full advantage of revenue synergy opportunities from the Conrail transaction. Despite an economy that is showing clear signs of at least a short-term slow down, if not a contraction, CSX expects to produce full year earnings that will show an increase from previous years. First quarter will be a difficult challenge. Automotive volumes are dramatically down year over year and other commodity groups such as Phosphates & Fertilizer and Paper & Forest products are also experiencing lower year over year volumes as companies adjust their inventories due to the slowing economy. The coal unit is expected to offset a portion of this reduction in volume. Once these adjustments to inventory levels are completed, CSX is hopeful that the second half of 2001 will produce some year over year increases in rail volumes. On the cost side, the impact of higher fuel costs is expected to have a negative impact on cost comparisons during the first part of the year. Some of the planned productivity improvements, such as locomotive and car utilization and labor productivity, are expected to be realized in the first and second quarter but most of the cost reduction is expected to be realized during the second half of the year.

CSX World Terminals is expected to produce both earnings and cash flow levels above 2000's results. The company's main terminal in Hong Kong is continuing to produce very strong and stable cash flow. Some of the smaller terminals in China and Germany will produce some earnings improvement in 2001 but are not expected to meet their full potential until 2002 and beyond.

CSX Lines had a very difficult 2000. The company's results were hampered by both start-up issues and ongoing competitive pressures, especially in the Puerto Rico trade-lane. For 2001 the company will benefit from cost cutting initiatives that were implemented in the later part of 2000 and the re-deployment of vessels to more profitable trade lanes.

Forward-looking Statements

Estimates and forecasts in Management's Discussion and Analysis and in other sections of this Annual Report are based on many assumptions about complex economic and operating factors with respect to industry performance, general business and economic conditions and other matters that cannot be predicted accurately and that are subject to contingencies over which the company has no control. Such forward-looking statements are subject to uncertainties and other factors that may cause actual results to differ materially from the views, beliefs, and projections expressed in such statements. The words "believe," "expect," "anticipate," "project," and similar expressions signify forward-looking statements. Readers are cautioned not to place undue reliance on any forward-looking statements made by or on behalf of the company. Any such statement speaks only as of the date the statement was made. The company

Note 4. Divestitures and Joint Venture Investment.

Sale of Contract Logistics Segment

On September 22, 2000, CSX completed the sale of CTI Logistx, Inc., its wholly-owned logistics subsidiary, for \$650 million. The contract logistics segment is now reported as a discontinued operation, and all prior periods in the statement of earnings have been restated accordingly. Revenues from the contract logistics segment were \$335 million, \$484 million, and \$408 million for 2000, 1999, and 1998, respectively. CSX recorded a gain of \$570 million before tax, \$365 million after tax, \$1.73 per share, on the sale.

Sale of International Container-Shipping Assets

In December 1999, CSX sold certain assets comprising Sea-Land's international liner business to A. P. Moller-Maersk Line (Maersk). The international liner business operated approximately 75 container vessels and 200,000 containers in worldwide trades and comprised a majority of CSX's container-shipping revenue. In addition to vessels and containers, Maersk acquired certain terminal facilities and various other assets and related liabilities of the international liner business. The operating revenue associated with the assets sold was approximately \$2.8 billion in 1999 and \$3.0 billion in 1998.

In accordance with FASB Statement No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of," CSX classified the international liner assets as "held for sale" in July 1999 when the agreement with Maersk was signed. The company recorded a \$315 million asset impairment charge in the third quarter to adjust the book value of the related property, equipment and other long-lived assets to their fair value less cost to sell. In addition, in accordance with the provisions of Statement No. 121, no depreciation was recorded on these assets after their classification as "held for sale." Based on subsequent accounting for the completed transaction, including adjustments to reflect asset allocations agreed to at closing, the company determined that the loss on sale was approximately \$86 million higher than the third quarter charge. The final loss on sale of \$401 million, net of a \$41 million benefit from the lower depreciation expense, reduced 1999 earnings by \$360 million, \$271 million after tax, \$1.27 per share. The agreement with Maersk provides for a post-closing adjustment to the sales price based on the change in working capital, as defined in the agreement, between June 25, 1999, and December 10, 1999. The loss recorded includes the estimated costs to terminate various contractual obligations of the company. These matters will affect the determination of the final loss on sale. The company has recorded a receivable of approximately \$60 million in connection with the post-closing adjustment and this amount is currently in dispute. The matter has been submitted to arbitration. Management is not yet in a position to assess fully the likely outcome of this process but believes it will prevail in the arbitration. Net of purchase price adjustments and cash balances conveyed to Maersk at closing, the company received cash proceeds of \$751 million on the sale.

CSX retained the container-shipping business serving the U.S. domestic trade and part of the company's international terminal operations and manages them separately. Management reporting and performance measures for these businesses have been developed for fiscal year 2000. The company revised its disclosures under FASB Statement No. 131, "Disclosures about Segments of an Enterprise and Related Information," for fiscal 2000 to report these as separate business segments; however, it is not practicable to provide comparative segment disclosures for prior years.

scheduled for:

Easter - April 12-16
Annual Meeting - April 29-May 2
Labor Day - August 31-September 4

For information on shareholder parties, contact Maryann Sanford, Reservations Department, The Greenbrier, 300 W. Main Street, White Sulphur Springs, WV 24986, or phone toll-free (800) 624-6070 or e-mail to:

The_Greenbrier@greenbrier.com.

Again in 2001, The Greenbrier is pleased to extend to all shareholders a 10 percent discount on their Modified American Plan rates, applicable to one visit per year. Reservations will be accepted on a space-available basis. This offer does not apply during CSX House Parties, when rates are already discounted, or if a shareholder is attending a conference being held at The Greenbrier.

FORM 10-K

A copy of the company's annual report to the Securities and Exchange Commission (Form 10-K) will be furnished without charge to any shareholder upon written request to Shareholder Relations, CSX Corporation, P. O. Box 85269, Richmond, Va. 23285-5629. The Form 10-K also is available on the company's web site at www.csx.com.

<PAGE>

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Board of Directors and Officers

Board of Directors

Elizabeth E. Bailey/(1,2,5)/
John C. Hower Professor of Public Policy
and Management, The Wharton School,
University of Pennsylvania, Philadelphia, Pa.

H. Furlong Baldwin/(2)/
Chairman
Mercantile Bankshares Corporation,
Baltimore, Md.

Claude S. Brinegar/(5)/
Retired Chief Financial Officer and
Vice Chairman
Unocal Corp., Menlo Park, Calif.

Robert L. Burrus Jr./(4,5)/
Partner and Chairman
McGuireWoods LLP
Richmond, Va.

Bruce C. Gottwald/(1,3,4)/
Chairman and CEO
Ethyl Corporation, Richmond, Va.

John R. Hall/(3,5)/

<http://www.sec.gov/Archives/edgar/data/277948/000102140801001422/0001021408-01-0014...> 5/29/02

Former Chairman of Arch Coal Inc. and
Retired Chairman and CEO
Ashland Inc., Ashland, Ky.

E. Bradley Jones/(4)/
Consultant
Former Chairman and CEO
LTV Steel Company, Pepper Pike, Ohio

Robert D. Kunisch/(3,5)/
Special Partner ABS Partners and
Senior Adviser and Former Vice Chairman
Cendant Corporation, Hunt Valley, Md.

James W. McGlothlin/(2,4)/
Chairman and CEO
The United Company, Bristol, Va.

Southwood J. Morcott/(2,4)/
Retired Chairman of the Board
Dana Corporation, Toledo, Ohio

Charles E. Rice/(1,3)/
Chairman, Mayport Venture Partners LLC
and Retired Vice Chairman Corporate
Development, Bank of America,
Jacksonville, Fla.

William C. Richardson/(1,5)/
President and CEO
W.K. Kellogg Foundation, Battle Creek, Mich.

Frank S. Royal, M.D./(2,3)/
Physician and Health Care Authority
Richmond, Va.

John W. Snow/(1)/
Chairman, President and CEO
CSX Corporation, Richmond, Va.

Key to committees of the board

1 - Executive, 2 - Audit, 3 - Compensation,
4 - Pension, 5 - Nominating and Organization

Corporate Officers

John W. Snow*
Chairman, President and CEO

Paul R. Goodwin*
Vice Chairman and Chief Financial Officer

Mark G. Aron*
Executive Vice President-Law and Public Affairs

Ellen M. Fitzsimmons
Senior Vice President-Law

<http://www.sec.gov/Archives/edgar/data/277948/000102140801001422/0001021408-01-0014...> 5/29/02

Andrew B. Fogarty*
Senior Vice President-Corporate Services

Kenneth H. Johnson
Senior Vice President-E-Business

Lester M. Passa*
Senior Vice President-Strategic Planning

William J. Ryan, Jr.
Senior Vice President-Human Resources

Peter J. Shudtz
Senior Vice President-Regulatory Affairs and
Washington Counsel

Jesse R. Mohorovic*
Group Vice President-Corporate
Communications and Investor Relations

David A. Boor
Vice President and Treasurer

Asok K. Chaudhuri
Vice President-Financial Planning

Arnold I. Havens
Senior Vice President-Government Affairs

William F. Miller
Vice President-Audit and Advisory Services

James P. Peter
Vice President-Taxes

James L. Ross*
Vice President and Controller

Alan A. Rudnick
Vice President-General
Counsel and Corporate Secretary

Michael J. Ruehling
Vice President-State Relations

James A. Searle Jr.
Vice President-Administration

* Executive officers of the corporation.

Unit Officers

CSX Transportation Inc.
Michael J. Ward*
President

Alan F. Crown
Executive Vice President-Transportation

<http://www.sec.gov/Archives/edgar/data/277948/000102140801001422/0001021408-01-0014...> 5/29/02

P. Michael Giftos*
Executive Vice President and
Chief Commercial Officer

W. Michael Cantrell
Senior Vice President-Mechanical and
Engineering

James W. Fallon
Senior Vice President-Transportation

Frederick J. Favorite, Jr.*
Senior Vice President-Finance

William J. Flynn
Senior Vice President-Merchandise Service
Group

Christopher P. Jenkins
Senior Vice President-Coal Service Group

Howard J. Levy
Senior Vice President-Supply and Services

Franklin E. Pursley
Senior Vice President-Service Design

CSX Intermodal Inc.

Clarence W. Gooden
President and CEO

CSX Lines LLC

Charles G. Raymond*
President

CSX World Terminals LLC

Robert J. Grassi*
President and CEO

CSX Technology Inc.
Charles J. O. Wodehouse, Jr.
President

The Greenbrier

Ted J. Kleisner
President and Managing Director

Yukon Pacific Corporation

Jeff B. Lowenfels
President and CEO

* Executive officers of the corporation.
<PAGE>

<http://www.sec.gov/Archives/edgar/data/277948/000102140801001422/0001021408-01-0014...> 5/29/02

CSX Corporation

One James Center / 901 East Cary Street / Richmond, VA 23219-4031
(804) 782 1400 / www.csx.com

CSX Transportation Inc.

500 Water Street / Jacksonville, FL 32202
(904) 359 3100 / www.csxt.com

CSX Intermodal Inc.

301 West Bay Street / Jacksonville FL 32202
(904) 633 1000 / www.csxi.com

CSX Lines LLC

2101 Rexford Road / Suite 350 West / Charlotte, NC 28211
(704) 973 7000 / www.csxlines.com

CSX World Terminals LLC

2101 Rexford Road / Suite 250 West / Charlotte, NC 28211
(704) 973 7200 / www.csxworldterminals.com

The Greenbrier

300 West Main Street / White Sulphur Springs, WV 24986
(304) 536 1110 / www.greenbrier.com

Yukon Pacific Corporation

1049 West 5th Avenue / Anchorage, AK 99501
(907) 265 3100 / www.csx.com/business/ypc
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[CSX CORPORATION LOGO]

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Subsidiaries of the Registrant

Exhibit 21

As of December 29, 2000, the Registrant was the beneficial owner of 100% of the common stock of the following significant subsidiaries:

<http://www.sec.gov/Archives/edgar/data/277948/000102140801001422/0001021408-01-0014...> 5/29/02

CSX Transportation Inc. (a Virginia corporation),
 S-L Service Inc. (a Delaware corporation),
 CSX Rail Holding Corporation (a Delaware corporation)
 CSX Intermodal, Inc. (a Delaware Corporation)
 and CSX Northeast Holding Corporation (a Delaware corporation)

As of December 29, 2000, the other subsidiaries included in the Registrant's consolidated financial statements, both individually and in the aggregate, did not constitute a significant subsidiary.

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EXHIBIT 23.1

Consent of Independent Auditors

We consent to the incorporation by reference in this Annual Report (Form 10-K) of CSX Corporation and subsidiaries (CSX) of our report dated February 14, 2001, included in the 2000 Annual Report to Shareholders of CSX.

We also consent to the incorporation by reference in each Form S-3 Registration Statement or Post-Effective Amendment (Registration Nos. 33-2084 and 333-54700) and in each Form S-8 Registration Statement (Registration Nos. 33-16230, 33-25537, 33-29136, 33-37449, 33-41498, 33-41499, 33-41735, 33-41736, 33-57029, 333-09213, 333-73427, 333-73429, 333-32008, 333-43382, and 333-48896) of our report dated February 14, 2001, with respect to the consolidated financial statements of CSX incorporated by reference in this Annual Report (Form 10-K) for the fiscal year ended December 29, 2000.

Our audits also included Note 20 to the consolidated financial statements of CSX listed in Item 14(a). Note 20 is the responsibility of the Company's management. Our responsibility is to express an opinion based on our audits. In our opinion, Note 20 to the consolidated financial statements referred to above, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

/s/ ERNST & YOUNG LLP

Richmond, Virginia
 February 28, 2001

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<http://www.sec.gov/Archives/edgar/data/277948/000102140801001422/0001021408-01-0014...> 5/29/02

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EXHIBIT 23.2

Consent of Independent Auditors

We consent to the use of our report dated January 23, 2001, with respect to the consolidated financial statements of Conrail Inc. and subsidiaries as of December 31, 2000 in this Annual Report (Form 10-K) of CSX Corporation and subsidiaries (CSX).

We also consent to the incorporation by reference in each Form S-3 Registration Statement or Post-Effective Amendment (Registration Nos. 33-2084 and 333-54700) and in each Form S-8 Registration Statement (Registration Nos. 33-16230, 33-25537, 33-29136, 33-37449, 33-41498, 33-41499, 33-41735, 33-41736, 33-57029, 333-09213, 333-73427, 333-73429, 333-32008, 333-43382 and 333-48896) of our report dated January 23, 2001, with respect to the consolidated financial statements of Conrail Inc. and subsidiaries as of December 31, 2000 included in this Annual Report (Form 10-K) of CSX for the fiscal year ended December 29, 2000.

/s/ ERNST & YOUNG LLP

/s/ KPMG LLP

Richmond, Virginia
February 27, 2001

Norfolk, Virginia
February 27, 2001

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<FILENAME>0016.txt

<DESCRIPTION>CONSENT OF PRICEWATERHOUSECOOPERS LLP

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Exhibit 23.3

CONSENT OF PRICEWATERHOUSECOOPERS LLP,
INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (Nos. 33-2084 and 333-54700), and in the Registration Statements on Form S-8 (Nos. 33-16230, 33-25537, 33-29136, 33-37449, 33-41498, 33-41499, 33-41735, 33-41736, 33-57029, 333-09213, 333-32008, 333-43382, 333-48896, 333-73427, and 333-73429) of CSX Corporation of our report dated January 19, 1999 relating to the consolidated statements of income, of stockholders' equity and of cash flows of Conrail Inc. and subsidiaries for the year ended December 31, 1998, which appears in the Annual Report on Form 10-K of

<http://www.sec.gov/Archives/edgar/data/277948/000102140801001422/0001021408-01-0014...> 5/29/02

EXHIBIT NO. 5

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "CSX LINES, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

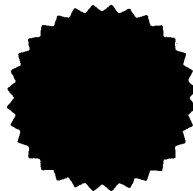
THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE THIRTY-FIRST DAY OF JULY, A.D. 1998, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SEA-LAND DOMESTIC SHIPPING, LLC" TO "SEA LOGIX, LLC", FILED THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 1999, AT 11 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SEA LOGIX, LLC" TO "CSX LINES, LLC", FILED THE EIGHTEENTH DAY OF NOVEMBER, A.D. 1999, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2927511 8100H

020294683

AUTHENTICATION: 1766578

DATE: 05-08-02

CERTIFICATE OF FORMATION
OF

SEA-LAND DOMESTIC SHIPPING, LLC

1. The name of the limited liability company is Sea-Land Domestic Shipping, LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. Sea-Land Domestic Shipping, LLC, may carry on any lawful business, purpose or activity pursuant to Delaware Corporation Law Chapter 18 Section 18-106.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Sea-Land Domestic Shipping, LLC, this 31st day of July, 1998.

SEA-LAND SERVICE, INC.

Authorized Person

By: Robert S. Zuckerman
Robert S. Zuckerman, Secretary

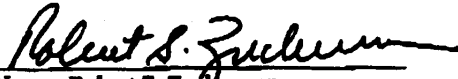
STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 07/31/1998
981301024 - 2927511

CERTIFICATE OF AMENDMENT
OF
SEA-LAND DOMESTIC SHIPPING, LLC

1. The name of the limited liability company is Sea-Land Domestic Shipping, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company shall be Sea Logix, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of
Sea-Land Domestic Shipping, LLC this 25th day of October, 1999.


Name: Robert S. Zuckerman
Title: Secretary of Sea-Land Service, Inc.
Secretary/Manager

(DEL. - LLC 3240 - 10/1/92)

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 11:00 AM 10/26/1999
991452613 - 2927511

CERTIFICATE OF AMENDMENT

OF

SEA LOGIX, LLC

1. The name of the limited liability company is Sea Logix, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company shall be CSX Lines, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Sea Logix, LLC, this 18th day of November, 1999.


Name: Robert S. Zuckerman
Title: Authorized Person

(DEL. - LLC 3240 - 10/1/92)
CT: gmm

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 11/18/1999
991495321 - 2927511

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "CSX LINES, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

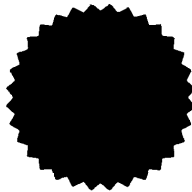
THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

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AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2927511 8100H

AUTHENTICATION: 1766578

020294683

DATE: 05-08-02

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3. Sea-Land Domestic Shipping, LLC, may carry on any lawful business, purpose or activity pursuant to Delaware Corporation Law Chapter 18 Section 18-106.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Sea-Land Domestic Shipping, LLC, this 31st day of July, 1998.

SEA-LAND SERVICE, INC.

Authorized Person

By: Robert S. Zuckerman
Robert S. Zuckerman, Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 07/31/1998
981301024 - 2927511

CERTIFICATE OF AMENDMENT
OF
SEA-LAND DOMESTIC SHIPPING, LLC

1. The name of the limited liability company is Sea-Land Domestic Shipping, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company shall be Sea Logix, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of
Sea-Land Domestic Shipping, LLC this 25th day of October, 1999.


Name: Robert S. Zuckerman
Title: Secretary of Sea-Land Service, Inc.
Secretary/Manager

(DEL. - LLC 3240 - 10/1/92)

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 11:00 AM 10/26/1999
991452613 - 2927511

CERTIFICATE OF AMENDMENT

OF

SEA LOGIX, LLC

1. The name of the limited liability company is Sea Logix, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

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IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Sea Logix, LLC, this 18th day of November, 1999.


Name: Robert S. Zuckerman
Title: Authorized Person

(DEL. - LLC 3240 - 10/1/92)
CT:pm

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 11/18/1999
991495321 - 2927511

Page 10, 1

October 5, 2000 CSX Lines Announces Agency Agreement with Maersk Canada Inc.

CHARLOTTE, N.C. – Oct. 5, 2000 -- CSX Lines today announced that Maersk Inc. is their exclusive commercial agent throughout Canada for all shipment from Puerto Rico, Hawaii, Guam and Alaska. Maersk Canada's extensive coverage with six sales offices in Calgary, Halifax, Montreal, St. John's, Toronto and Vancouver will help CSX Lines serve the growing Canadian market for imports from and to Alaska, Puerto Rico, Hawaii and Guam.

From the East Coast, CSX Lines offers weekly sailings from Port Elizabeth, New York and San Juan in Puerto Rico. West Coast departures are from Long Beach and Oakland, California, Honolulu and the Neighbor Islands, to Guam and the rest of the Marianas and Tacoma, WA. to Alaska. CSX Lines offers convenient border crossings for time sensitive shipments moving by land and has extensive equipment pools of flat and refrigerated containers. Maersk Canada can also assist with U.S. origin shipments to CSX Lines.

In making the announcement, Chris Swartz, CSX Lines general manager in Canada, said he is enthusiastic about working with Maersk Canada Inc. "We have always had a close relationship with Maersk and are pleased that we can now offer our services in the offshore U.S. trades to Canadian shippers through Maersk Canada's sales force."

In Toronto, Al Hiscott, trade manager for CSX Lines in Canada, added that "this agreement between CSX Lines and Maersk Canada will offer shippers throughout North America the best service and the most efficient transport to the offshore of the United States."

CSX Lines is a wholly owned subsidiary of CSX Corporation providing domestic container service from the 48 contiguous states to/from Alaska, Hawaii, Guam and Puerto Rico. The Charlotte, N.C.-based company has offices throughout the United States, 16 ships and 27,000 pieces of state-of-the-art equipment.

CSX Lines' dedicated customer service team is available 24 hours a day/7 days a week to take care of Canada bookings and documentation on the web at www.csxlines.com or toll-free at 877-678-7447.

For further information you may contact your local Maersk Canada Inc. office.

EXHIBIT NO. 7

-----Original Message-----

From: ron.hall@stb.dot.gov [mailto:ron.hall@stb.dot.gov]
Sent: Friday, June 15, 2001 1:36 PM
To: eberkhouse@etransport.com; bdevitis@etransport.com;
support@etransport.com; mkirkbride@etransport.com;
mpcollins@etransport.com; lsimmeth@etransport.com;
aburgoyne@etransport.com
Cc: lawrence.herzig@stb.dot.gov
Subject: Rejections - Tariff Transmittal No. 802 - Filed 14 June 2001

The Title Pages to Tariffs STB SEAU 462, 468 and 513 of Sea-Land Service, Inc d/b/a SL Service, Inc., received for filing on 14 June 2001 and bearing effective dates of 14 June 2001 are rejected.

The Title Pages of the above tariffs contain a "CANCELLATION NOTICE" which refers to an incorrect tariff for future rates and provisions.

These rejections must be reflected on the online tariff database and all subscribers must be notified as required by regulations set forth at 49 CFR 1312.13(e). Please advise by e-mail when compliance with the above has been accomplished.

Thank you

Ron Hall
Section of Tariffs
Surface Transportation Board
Phone: 202-565-1581

Org Number: 001110 Tariff #: 468 Tariff Code: SEAU-468
Org Name: SEA-LAND SERVICE, INC.
d/b/a: SL SERVICE, INC.
Title: Freight Tariff No 468, STB SEAU-468 (Between US,PR,CN,& HI)
Tariff Type: IC - ICC Commodity Tariff

+ Tariff Title Page -----+

CANCELLATION NOTICE:

This tariff has been Reissued due to name change from Sealand Services Inc.

SEAU-111 to CSX Lines, LLC CSXL-111.

EFFECTIVE: JUNE 14, 2001

2 - REISSUED TITLE PAGE

CSX LINES, LLC

JOINT INTERMODAL CONTAINER FREIGHT TARIFF NO. 468

NAMING JOINT, ALL-WATER AND PROPORTIONAL COMMODITY

RATES, RULES AND REGULATIONS
FOR TRANSPORTATION IN CONTAINERS

BETWEEN

PORTS AND POINTS IN MAINLAND STATES OF THE UNITED STATES,

ALASKA,

PUERTO RICO, CANADA AND MEXICO

AND

HAWAII TERMINALS AND POINTS IN HAWAII

(See Rule 940-B)

VIA

MOTOR-WATER, WATER-MOTOR, MOTOR-WATER-MOTOR,

RAIL-MOTOR-WATER-MOTOR, MOTOR-RAIL-MOTOR-WATER-MOTOR
AND ALL-WATER

GOVERNING TARIFFS, SEE RULE 100

ACCESS INFORMATION FOR THIS TARIFF, SEE RULE 915

FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE
RULES 110 TO 119

Certain exempt commodity rates are published in this tariff for
informational purposes only. Charges and rates shown are not

regulated by the Surface Transportation Board. Charges in this tariff, however, are offered to the Shipper along with the applicable rules and notations and acceptance by the Shipper of this offer will constitute the terms and conditions for movement of exempt commodities.

==== End of text
=====

Org Number: 001110 Tariff #: 468 Tariff Code: SEAU-468

Org Name: SEA-LAND SERVICE, INC.

d/b/a: SL SERVICE, INC.

Title: Freight Tariff No 468, STB SEAU-468 (Between US,PR,CN,& HI)

Tariff Type: IC - ICC Commodity Tariff

+ Tariff Title Page ----- +

Tariff record rejected due to incorrect tariff number. Refiled with Correct numbers.

CANCELLATION NOTICE:

This tariff has been Reissued due to name change from Sealand Services Inc.

SEAU-468 to CSX Lines, LLC CSXL-468.

EFFECTIVE: JUNE 14, 2001

CSX LINES, LLC

JOINT INTERMODAL CONTAINER FREIGHT TARIFF NO. 468

NAMING JOINT, ALL-WATER AND PROPORTIONAL COMMODITY

RATES, RULES AND REGULATIONS
FOR TRANSPORTATION IN CONTAINERS

BETWEEN

PORTS AND POINTS IN MAINLAND STATES OF THE UNITED STATES,
ALASKA,

PUERTO RICO, CANADA AND MEXICO

AND

HAWAII TERMINALS AND POINTS IN HAWAII
(See Rule 940-B)

VIA

MOTOR-WATER, WATER-MOTOR, MOTOR-WATER-MOTOR,

RAIL-MOTOR-WATER-MOTOR, MOTOR-RAIL-MOTOR-WATER-MOTOR
AND ALL-WATER

GOVERNING TARIFFS, SEE RULE 100

ACCESS INFORMATION FOR THIS TARIFF, SEE RULE 915

FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE
RULES 110 TO 119

*Re - filed
correctly*

Certain exempt commodity rates are published in this tariff for informational purposes only. Charges and rates shown are not regulated by the Surface Transportation Board. Charges in this tariff, however, are offered to the Shipper along with the applicable rules and notations and acceptance by the Shipper of this offer will constitute the terms and conditions for movement of exempt commodities.

End of text

Org Number: 016867 Tariff #: 468 Tariff Code: CSXL-468

Org Name: CSX LINES, LLC

d/b/a: CSX LINES, LLC

Title: CSX LINES, LLC - STB CSXL-468 (Between US,PR,CN,& HI)

Tariff Type: DC - Domestic Commodity Tariff

+ Tariff Title Page -----+

Reissue due to name change from Sealand Services Inc. SEAU-468 to CSX Lines, LLC CSXL-468.

EFFECTIVE: JUNE 14, 2001

New tariff

CSX LINES, LLC

JOINT INTERMODAL CONTAINER FREIGHT TARIFF NO. 468

NAMING JOINT, ALL-WATER AND PROPORTIONAL COMMODITY

RATES, RULES AND REGULATIONS
FOR TRANSPORTATION IN CONTAINERS

BETWEEN

PORTS AND POINTS IN MAINLAND STATES OF THE UNITED STATES,
ALASKA,

PUERTO RICO, CANADA AND MEXICO

AND

HAWAII TERMINALS AND POINTS IN HAWAII

(See Rule 940-B)

VIA

MOTOR-WATER, WATER-MOTOR, MOTOR-WATER-MOTOR,

RAIL-MOTOR-WATER-MOTOR, MOTOR-RAIL-MOTOR-WATER-MOTOR
AND ALL-WATER

GOVERNING TARIFFS, SEE RULE 100

ACCESS INFORMATION FOR THIS TARIFF, SEE RULE 915

FOR EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS, SEE
RULES 110 TO 119

Certain exempt commodity rates are published in this tariff for
informational purposes only. Charges and rates shown are not

End of text

VERIFIED STATEMENT OF PETER P. WILSON

My name is Peter P. Wilson. I am General Manager Pricing of Matson Navigation Company, Inc. and have held that position since 1990. My responsibilities include setting the rates that Matson charges to transport cargo and supervising the tariffs, exempt circulars and government tenders through which Matson's rates are published. I have been employed by Matson since 1969. I began my career with Matson in the Law Department as a regulatory law attorney and became Manager Pricing in 1983. Prior to my employment with Matson, I was employed at the Federal Maritime Commission from 1965 to 1969. I have a B.A. degree in History and a law degree.

The offshore domestic trade to Guam is highly competitive. The only attempt by a carrier to take a general rate increase in recent years occurred in 1994, before Matson entered the trade, when APL filed a general rate increase. Sea-Land did not follow, forcing APL to withdraw the increase. Matson has not taken a general rate increase in the Guam trade.

Section 407 of the Interstate Commerce Commission Termination Act of 1995 required the Department of Transportation to prepare a report on competition in the noncontiguous domestic maritime trades. In its Report to Congress, completed in March of 1997, the Department concluded that aggregate freight revenue per container for the U.S. mainland to Guam trade in 1995 was less than 80 percent of the 1990 level, after adjusting for inflation. The Department also reported that there is fluid exit and entry into the Guam trade, partly due to the fact that there is no requirement that U.S.-built vessels be used to carry cargo to Guam from the U.S. mainland as there is in the other offshore domestic trades. Since 1972, seven carriers have entered the trade and five have exited.

The carriers in the Guam trade must match each other's rates in order to remain competitive. When Matson entered the trade in 1996, it adopted the rates published by American President Lines, Ltd. ("APL") and then made selective rate cuts in order to gain customers from the established carrier in the trade, Sea-Land Services, Inc. (now renamed CSX Lines) ("CSX"). Since entering the trade in 1996, Matson has taken approximately 3,400 separate rate actions. The vast majority of these rate actions have resulted in rate reductions. (Any increases were often merely passing through increased drayage and other expenses incurred by Matson to perform the service.) For example, on September 21, 1996, Matson reduced its rate for refrigerated containers by \$200 and reduced its rate for mixed groceries by \$100 on 20-foot containers and \$250 on 40 and 45-foot containers. Matson has continued to reduce rates over the entire time that it has been in the Guam trade, either on its own initiative in attempt to gain cargo or in response to rate reductions by CSX. As examples, Matson reduced its rate for beer from \$96 to \$91.50 per 2000 pounds on September 28, 1996 and reduced its rate for non-alcoholic beverages from \$85 to \$80 per 2000 pounds on October 11, 1996. CSX matched the rate reductions that Matson initiated.

Competition is so strong in the Guam trade that Matson must match any rate reductions taken by CSX in order to retain cargo. Similarly, CSX is forced to match all rate reductions taken by Matson or lose the cargo. As a result, cargo often moves from one carrier to the other and then back again when the rate is matched. Matson is continually negotiating rates with its customers. CSX negotiated a rate with the military to carry U.S. Department of Defense cargo to Guam. Matson matched the rate in its Tariff 2048. Other examples of Matson matching a rate charged by CSX include the rate for animal feed moving out of Portland, Oregon. Matson added pet food to the items included in its foodstuffs, all kinds rate in order to be competitive with

CSX. Similarly, Matson matched CSX's rate and the items included in horticultural supplies. Matson matched CSX's rate action on household appliances in order to retain the business. Matson and CSX both have lowered the rate for various commodities at different times and temporarily gained the cargo until the other carrier matched the rate. Matson matched a CSX rate for paint, lacquer and, in turn, published a new rate for paint, lacquer that CSX then matched. Matson published point rates from several locations for mixed groceries and restaurant supplies, including foodstuffs, that were matched by CSX. CSX also matched Matson's rate for plastic pipe, while Matson matched CSX's rate for salt in bags and resin.

Matson publishes two tariffs in the Guam trade, Tariff Nos. 2045 and 44, which are filed with the Surface Transportation Board (STB), and two exempt circulars, Circular Nos. 7800 and 7600. In September, 1996, the STB-filed tariffs contained 292 separate commodity items, and the two exempt circulars contained 283 separate commodity items. The rates that Matson charges to carry dry cargo to Guam vary enormously. In September 1996, those rates ranged from \$1,655 for moving a 40-foot container of for printing paper westbound to \$14,000 for moving a container of PCB waste eastbound.

Many factors determine where within that range the rate for a particular commodity will fall. One obvious factor is the demand for the transportation. Another is the rates and services offered by other carriers in the trade for the same or similar commodities. Other factors include the cost of providing the services, the volume of cargo to which customers can commit and the value of the commodity. Matson generally charges more to carry valuable commodities, such as furniture or machinery, than it does to carry lower value commodities, such as animal feed or rice. All of these factors vary greatly from commodity to commodity, and many of them can change quickly over relatively short periods of time. For example, demand for different services

or commodities has fluctuated tremendously with changes in tourism, U.S. military operations and general economic conditions. Since 1996, demand has generally declined, which has been reflected in the many rate reductions Matson has effected, described earlier.

Matson offers a variety of modes of service, from exclusively ocean carriage (container yard to container yard or CY-CY for short) to intermodal moves involving vessel and one or more other modes of transportation, such as rail or truck. In setting intermodal rates, Matson must consider the ocean freight rate that Matson currently charges for a similar commodity, wharfage charges at the applicable ports, the rail or motor carrier cost, origin drayage cost and any fuel surcharges. Many customers prefer that drayage from their warehouse to the terminal yard be included as part of the through rate. In that case, there is no longer a recognizable CY-CY charge but, instead, the participating carriers each receive a division of the through rate.

As noted earlier, the volume of cargo to which a customer can commit is also important in the rate setting process. Large shippers use their large volume of cargo to negotiate lower freight rates. A customer may commit business to Matson in order to receive a lower rate. Large volume shippers who have received favorable rates based on a volume commitment include Macy's (department store merchandise), Morrico (vehicles), Bensen-Do-It-Best (building materials), Xerox (duplicating machines), Ross (department store merchandise) and Dewitt (packing material). CSX has also been successful in securing the cargo of large shippers. Matson lost the Payless account to CSX last year and also lost the vast majority of the cargo shipped by Cost U Less. CSX carries all the Procter & Gamble shipments to Guam.

Matson frequently offers project rates for shippers who supply goods to a particular project, basing the rate on the size of the project and the projected number of containers that will be offered for transport. This is a highly competitive aspect of the Guam trade. Examples of

projects for which Matson has offered special rates include the Anderson Air Force Base Pipeline Project, the Dodea Schools Project, the Anderson Air Force Base 102 Unit Housing Project, the Army National Guard Armory Project and the Army Reserve Project. Matson lost the Tycom Project after CSX undercut the rates that Matson had negotiated.

Third parties, such as freight forwarders, can often obtain lower rates than the beneficial cargo owner could on his own because the freight forwarder has the ability to mix and match various commodities that he receives from his own customers. Shippers of over-dimensional cargo usually ask for a reduced rate and Matson will tailor a rate for a specific piece of equipment that will expire after the piece has been shipped.

The status of the customer can affect the rate that Matson charges. For example, the U.S. Department of Defense places limitations on rates. The U.S. Postal Service requires carriers to submit blind bids for cargo.

In my 37 years of experience, I have never known General Order 11 to be used to examine existing rate levels but only to assess proposed general rate increases.

APR. 17. 2002 4:37PM

NO. 9156 P. 2

VERIFICATION

I, Peter P. Wilson, verify under penalty of perjury, that the foregoing statement is true and correct. I further certify that I am qualified and authorized to file this statement.

Executed this 17th day of April, 2002.


Peter P. Wilson

VERIFIED STATEMENT OF DANIEL DOWNES

My name is Daniel Downes. I am employed as the Director of Marketing for CSX LINES, LLC's ("CSX") Hawaii - Guam Service.

OPERATIONAL INFORMATION, SCHEDULING AND ROTATION OF VESSELS IN THE HAWAII/GUAM SERVICE.

CSX operates five vessels in its service from the mainland to Guam. The five vessels operate on two strings. The first vessel string, designated the Pacific Express Service ("TP1") operates on a fixed weekly schedule with direct sailings from Tacoma every Sunday and Oakland every Wednesday. TP1 string vessels then sail to Honolulu (arriving the following Sunday). Vessels depart Honolulu the following Tuesday and arrive in Guam seven days later. The vessels then depart Guam and sail to Hong Kong and Taiwan before returning to Tacoma. Cargo loaded in the United States for ports beyond Guam in Asia is transported by Maersk-Sea-Land Lines and not by CSX. For example, the M/V CSX RELIANCE, voyage RG127W is scheduled to depart from Tacoma on June 23, 2002 and Oakland on June 26, 2002.¹ The vessel is scheduled to arrive in Honolulu on June 30 and in Guam on July 9, 2002. The M/V CSX RELIANCE is scheduled to depart from Guam on July 10 and will arrive in Hong Kong on July 13, 2002. The vessel will proceed to Kaohsiung, Taiwan on July 15, 2002 and is scheduled to return to Tacoma on July 26, 2002.

The second string designated the California Hawaii Express Service ("CHX") operates on a fixed weekly schedule with sailings from Oakland (every Wednesday) and Long Beach every

Saturday. CHX string vessels arrive in Honolulu every Wednesday where cargo destined for Guam is unloaded and relayed to TP1 string vessels for delivery to Guam and Saipan. The CHX vessel then returns to Oakland. For example, the M/V CSX Navigator voyage 167S is scheduled to depart from Oakland on June 12, and Long Beach on June 15. Cargo destined for Guam will be unloaded from the vessel upon its arrival in Honolulu on June 21, 2001. Subsequently, the Guam cargo will be loaded upon the M/V CSX RELIANCE, voyage RG127W, and track the schedule set out above. After unloading all its cargo in Honolulu, the M/V CSX Navigator will load any cargo destined from Hawaii to the mainland and will sail back to Oakland.

Additionally, CSX purchases space from Matson for CSX cargo moving from Long Beach to Guam. This service, which departs from Long Beach every Wednesday is, designated the mid-week express ("MWX") services. Cargo destined for Guam and Saipan is unloaded in Honolulu and relayed to the next Guam-bound TP1 vessel. CSX neither owns nor operates these vessels. A typical shipment from Long Beach is loaded in Long Beach on Wednesday and arrives in Guam 13 days later. For example, CSX cargo loaded on the M/V EVA, voyage EU171S will depart from Long Beach on June 26 and arrive in Honolulu on June 30, 2002. It will then be relayed to Guam on the M/V CSX RELIANCE, voyage RG127W, and arrive on July 9, 2002.

In each situation described above CSX is required to deal with a differing set of operational and ownership circumstances. In its TP1 string CSX transports cargo directly from the mainland to Guam without relay. Consequently, containers destined for Guam are only loaded and unloaded once from the vessel. This is the cargo equivalent of a direct flight. However, due to the nature of its agreement and chartering relationship with Maersk-Sea-Land

¹ CSX also accepts intermodal cargo from CSX rail and motor terminals throughout the mainland. These points include: Elizabeth, New Jersey; Jacksonville, Florida; Chicago, Illinois; Memphis, Tennessee; New Orleans,

("Maersk Lines"). CSX is only involved in the transportation of cargo to Guam, Saipan, Tinian and Rota. All cargo loaded on TP1 string vessels for non-U.S. destinations are transported by and for the account and expense of Maersk Lines. CSX does not transport cargo beyond Guam except for cargo that is transshipped by barge from Guam to Saipan, Tinian, and Rota..

Cargo moving to Guam on the CHX string is subject to unloading and relay in Honolulu. This is the cargo equivalent of changing planes at hubs in Atlanta, Chicago, or Charlotte. The cargo loaded on CHX string ships are, with the exception of cargo moving under slot charter with Matson to Hawaii, for the account of CSX. CSX is not involved in any long term chartering or vessel sharing agreement with Maersk Lines for vessels sailing between the mainland and Hawaii and back on this string. However, once CHX-string cargo is relayed to a TP1 string vessel for on carriage to Guam, that cargo is commingled with cargo moving subject to the economic and operational factors inherent in CSX's commercial relationship with Maersk Lines.

Cargo moving on the MWX is loaded onto a vessel on the mainland that is neither owned nor operated by CSX. Consequently, the economic factors inherent in the first leg of the voyage are those typically found in a simple slot chartering agreement. However, cargo destined to move beyond Hawaii for Guam is subject to relay on a TP1 string vessel at CSX's terminal in Honolulu.

Consequently, cargo shipped by CSX to Guam is shipped in a number of different ways on vessels that are subject to a wide array of operational and ownership scenarios.

Lastly, and as indicated above, CSX, not unlike most other carriers in the domestic and foreign liner trades have transitioned from a purely port-to-port service to a fully integrated intermodal point-to-point service. CSX accepts container loads of cargo for Guam at many intermodal points in the United States. An indication of the comprehensive nature of CSX's

Louisiana; Houston, Texas;, and St. Louis, Missouri.

intermodal service is contained in the exemplar sailing schedules set out in Attachment A to this Statement.

TARIFF AND PRICING INFORMATION

As with any trade, the CSX tariff governing shipments from the United States to Guam contains a wide array of commodities. CSX does, in fact, transport a diverse cargo mix to Guam. A typical vessel will include containers of canned goods (including meats, fruits, and vegetable), snack foods, beverages (soda, beer, and fruit juice), automobiles and Sport Utility Vehicles, appliances, dry goods, building and construction material and household good and personal effects. Given the multitude of U.S.-origin points for cargo moving to Guam each active item in the CSX tariff is likely to reference a range of rates for each commodity depending upon the load point. For example, CSX maintains a port-to-port container rate for canned goods as well as numerous point-to port rates for container loads of canned goods original in, for example, Chicago, Seattle, Kansas City, Oklahoma City, and Cincinnati. Similarly, CSX maintains a multitude of point-to port intermodal rates for many commodities, whether rice, construction materials, lumber and building supplies that moves regularly in the trade or from that point.

Given the ever-changing intermodal locations, changing rail, and local truck rates, and various trade-wide conditions to which any carrier is subject (inconsistent demand, seasonal fluctuations in cargo volume, and economic down and up swings) the CSX lines tariff is consistently changing and evolving. In effect it is a dynamic document that reflects market trends, competition in the trade, sudden demands for space, large-volume cargo offerings and economic changes in general.

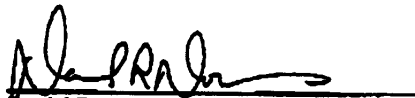
Apr-23-02 11:59am From-TROUTMAN SANDERS LLP

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T-910 P.007/007 F-239

APR 23 '02 07:37AM SEALAND PAC DIV
Apr-23-02 11:34am From-Troutman Sanders LLP

T-500 P.005/005 F-2/2


Daniel Downes

Subscribed and sworn to before me
this 23rd day of April, 2002.


Notary Public

My Commission expires on March 29, 2004



Before the
SURFACE TRANSPORTATION BOARD

Government of the Territory of Guam,

Complainant,

v.

Sea-Land Service, Inc.,
And Matson Navigation Company, Inc.,

Defendants.

Docket No. WCC-101

**DEFENDANTS' INITIAL SUBMISSION IN PHASE II -
APPROPRIATE STANDARDS OF RATE REASONABLENESS**

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888 Seventeenth Street, N.W.
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Counsel for Matson Navigation
Company, Inc.

April 23, 2002

RECEIPT NO. 2

VERIFIED STATEMENT OF DANIEL DOWNES

My name is Daniel Downes. I am employed as the Director of Marketing for CSX LINES, LLC's ("CSX") Hawaii - Guam Service.

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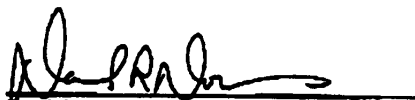
Apr-23-02 11:59am From-TROUTMAN SANDERS LLP

202 274 2994

T-910 P.007/007 F-239

APR 23 '02 07:37AM SEALAND PAC DIV
Apr-23-02 11:34am From-Troutman Sanders LLP

T-900 P.005/005 P.2/2
F-000


Daniel Downes

Subscribed and sworn to before me

this 23rd day of April, 2002.


Notary Public

My Commission expires on March 29, 2004



Before the
SURFACE TRANSPORTATION BOARD

Government of the Territory of Guam,

Complainant,

v.

Sea-Land Service, Inc.,
And Matson Navigation Company, Inc.,

Defendants.

Docket No. WCC-101

**DEFENDANTS' INITIAL SUBMISSION IN PHASE II -
APPROPRIATE STANDARDS OF RATE REASONABLENESS**

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Counsel for Matson Navigation
Company, Inc.

April 23, 2002

EXHIBIT NO. 10

CSX LINES, LLC
CSX LINES, LLC - STB CSXL-468 (Between US,PR,CN,& HI)

Tariff Code
CSXL-468

Rule Report
645

DXI Tariff Report

Page

1

Access date: 14Feb2002

Print date: 14Feb2002

Except as otherwise provided, rates apply per 100 LBS or 1.000 CFT, whichever produces the greater revenue.

RULE: 645 Effective: 14Jun2001
(I)

Mixed Shipments

A. Two or more articles rated on a weight basis may be included in one container as a mixed shipment except as provided in an individual rate item and will be assessed a freight charge equal to:

1. Subject to paragraph A.2 of this Rule, and except as provided in an individual rate item, each article in a mixed shipment shall be rated separately on the basis of the total weight within the container. The minimum weight of the shipment shall be the minimum weight of the predominant commodity by weight provided for any of the rates used in computing the charges. Any deficiency between the actual weight of the shipment and the applicable minimum weight shall be charged for at the rate applicable to the weight of the predominant commodity by weight in the container.

2. The total weight of a mixed shipment consisting of both non-refrigerated and refrigerated cargo will not be used to determine applicable rates. The rates with Commodity Numbers 02XX-XX-XXXX and 03XX-XX-XXXX will be assessed based only upon the weight of the cargo to be rated under these Commodity Numbers.

3. In the event a mixed shipment of weight-rated commodities includes one or more commodities for which the rate(s) is inclusive of West Coast Wharfage and/or Hawaii Wharfage and one or more commodities for which the rate(s) is subject to West Coast and Hawaii Wharfage (per Rule 998), determination of applicability of wharfages is as follows:
The total cargo weight of commodities for which the rate(s) is inclusive of West Coast and/or Hawaii Wharfage is compared to the total cargo weight of commodities for which the rate(s) is subject to West Coast and Hawaii Wharfage, with the preponderant total determining wharfage applicability. If the total cargo weight of commodities for which the rate(s) is inclusive of West Coast and/or Hawaii Wharfage is greater than the total cargo weight of commodities for which the rate(s) is subject to West Coast and Hawaii Wharfage, the West Coast and/or Hawaii Wharfage is not applicable. If the total cargo weight of commodities for which the rate(s) is inclusive of West Coast and/or Hawaii Wharfage is less than the total cargo weight of commodities for which the rate(s) is subject to the West Coast and Hawaii Wharfage, the West Coast and Hawaii Wharfage are applicable based on the preponderant weight-rated commodities subject to West Coast and Hawaii Wharfage.

B. Two or more articles rated on a per container basis may be included in one container as a mixed shipment except as provided in an individual rate item and will be assessed a freight charge equal to:

1. Except as provided in an individual rate item, the highest of those rates for the commodities in the mixed containerload.

C. Two or more articles with one or more rated on a weight basis and one or more rated on a per container basis may be included in one container except as provided in an individual item and will be assessed a freight charge equal to the higher of 1 or 2 below, unless 3 below results in a lower freight charge.

1. The highest of the applicable per-container rates,
-or-

2. The highest charge for a containerload of any weight-rated commodity in the mixed containerload, computed on the basis of the minimum weight associated with such rate or the actual weight of the commodity if greater.

3. If the charge for the mixed containerload can be reduced by so doing, an alternation will be allowed whereby one or more of the articles rated on a weight basis may be rated pursuant to paragraph A above and the articles rated on a per-container basis may be rated at \$2.70 per cubic foot or \$7.26 per CWT, whichever produces the greater revenue for dry cargo (other than dangerous cargo), \$5.09 per cubic foot or \$11.14 per CWT, whichever produces the greater revenue for dangerous cargo and \$3.28 per cubic foot or \$16.25 per CWT, whichever produces the greater revenue for refrigerated cargo. If cube is not provided, a rate of \$50.56 per CWT for dry cargo (other than dangerous cargo), \$84.88/ CWT for dangerous cargo, and \$25.50 per CWT for refrigerated cargo will be applied. The minimum weight provision in A. above will apply.

D. Two or more articles rated on a CFT basis may be included in one container as a mixed shipment. Each article shall be rated separately on the basis of its actual cube at its given CFT rate.

In the event deficit cube exists, such deficit shall be charged at the CFT rate applicable to the predominant commodity by cube in the container.

In the event articles which are Per Container or CWT rated are included in the mixed shipment, the provisions of this paragraph shall be disallowed and otherwise applicable rates shall be applied.

The provisions of this paragraph only apply in conjunction with mixed shipments of articles described in Items 0244-01-0002, 0244-18-2001 and 0273-08-3500.

E. Unless specifically permitted in an individual rate item, the provisions of this Rule will not apply to shipments in tank containers.

F. With the exception of section B above, this Rule does not apply on specialized equipment.

===== End of Rule Text =====

EXHIBIT NO. 11

SEA-LAND SERVICE, INC.	Orig/Rev	Page
Freight Tariff No 468, STB SEAU-468 (Between US,PR,CN,& HI)	6th	Section 4 0285-00-1100.001
FROM: TARIFF ORIGIN SCOPE	Cancels	Cancels Page
TO: TARIFF DESTINATION SCOPE	5th	Section 4 0285-00-1100.001
SECTION 4 - COMMODITIES AND RATES	CORR: 35714	Issue: 16Feb2000 Effective: 16Feb2000EAM

Except as otherwise provided, rates apply per 100 LBS or 1.000 CFT. Effective Dates (Eff:) as listed below.
Items with effective dates prior to page Issue Date are brought forward without change.

Effective: 13Feb1996

COMMODITY: 0285-00-1100

Recording Media Group, NMFC 168900 thru 168957, VIZ:
Discs, sound recording, blank or recorded
Tape, including Cassettes, sound recording, blank or recorded
Records, phonograph
Videodiscs, blank or recorded
Videotape, including Videocassettes, blank or recorded

From: OUST (ORIGIN US TERMINALS) To: DHI - (DEST. HAWAII TERMINALS)		Svc	Basis	Rate	Minimum	TLI#
Effective: 14Feb1999		TT	W 20	In USD 11.67	In LBS 16,300.000	0001
(#)	Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
(#)	(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	W 20	In USD 12.13	In LBS 16,300.000	0001
(#)	Effective: 14Feb1999	TT	W 40	In USD 11.67	In LBS 27,500.000	0002
(#)	Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
(#)	(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	W 40	In USD 12.13	In LBS 27,500.000	0002
(#)	Effective: 14Feb1999	TT	W 408	In USD 11.67	In LBS 30,000.000	0003
(#)	Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
(#)	(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	W 408	In USD 12.13	In LBS 30,000.000	0003
(#)	Effective: 14Feb1999	TT	W 458	In USD 11.67	In LBS 34,500.000	0004
(#)	Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
(#)	(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	W 458	In USD 12.13	In LBS 34,500.000	0004

EXPLANATION OF PAGE MARKS

(#)Indicates a change has occurred on this line

SEA-LAND SERVICE, INC.	Orig/Rev	Page
Freight Tariff No 468, STB SEAU-468 (Between US,PR,CN,& HI)	5th	Section 4 0284-14-2000.001
FROM: TARIFF ORIGIN SCOPE	Cancels	Cancels Page
TO: TARIFF DESTINATION SCOPE	4th	Section 4 0284-14-2000.001

SECTION 4 - COMMODITIES AND RATES

CORR: 35692

Issue: 16Feb2000

Effective: 16Feb2000EAN

Except as otherwise provided, rates apply per 100 LBS or 1.000 CFT. Effective Dates (Eff:) as listed below.
Items with effective dates prior to page Issue Date are brought forward without change.

Effective: 13Feb1996

COMMODITY: 0284-14-2000

Air Coolers or Air Conditioners, or Heat Pumps, household or industrial, and other articles, as described in Items 114125 thru 114131 of the NMFC; Industrial Air Moving Equipment

		From: OUST (ORIGIN US TERMINALS) To: DHI - (DEST. HAWAII TERMINALS)	(Svc)	Basis	Rate	Minimum	TL#
		Effective: 14Feb1999	TT	PC 20	In USD 1,818.00		0001
(#)		Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
(#)	(C)	Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	PC 20	In USD 1,889.00		0001
		Effective: 14Feb1999	TT	PC 40	In USD 3,631.00		0002
(#)		Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
(#)	(C)	Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	PC 40	In USD 3,773.00		0002
		Effective: 14Feb1999	TT	PC 408	In USD 4,085.00		0003
(#)		Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
(#)	(C)	Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	PC 408	In USD 4,244.00		0003
		Effective: 14Feb1999	TT	PC 458	In USD 4,570.00		0004
(#)		Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
(#)	(C)	Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	PC 458	In USD 4,748.00		0004
		Effective: 14Feb1999	TT	PC 40	In USD 4,181.00		0009
(#)		Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: FR(Flat Rack)					
(#)	(C)	Effective: 20Feb2000 QUALIFIERS: Ctr type: FR(Flat Rack)	TT	PC 40	In USD 4,344.00		0009

EXPLANATION OF PAGE MARKS
indicates a change has occurred on this line

SEA-LAND SERVICE, INC.	Orig/Rev	Page
Freight Tariff No 468, STB SEAU-468 (Between US,PR,CN, & HI)	13th	Section 4 0272-15-1000.001
FROM: TARIFF ORIGIN SCOPE	Cancels	Cancels Page
TO: TARIFF DESTINATION SCOPE	12th	Section 4 0272-15-1000.001
SECTION 4 - COMMODITIES AND RATES	CORR: 35831	Issue: 18Feb2000 Effective: 18Feb2000EAM

Except as otherwise provided, rates apply per 100 LBS or 1.000 CFT. Effective Dates (Eff:) as listed below.
Items with effective dates prior to page Issue Date are brought forward without change.

Effective: 13Feb1996

COMMODITY: 0272-15-1000

Tools, or Parts Named, as described in MMFC 183550 thru 186903.

	From: OUST (ORIGIN US TERMINALS) To: OHI - (DEST. HAWAII TERMINALS)	Svc	Basis	Rate	Minimum	TLI#
	Effective: 14Feb1999	TT	PC 20	In USD 2,203.00		0001
(#)	Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
(#)	(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	PC 20	In USD 2,289.00		0001
(#)	Effective: 14Feb1999	TT	PC 40	In USD 3,941.00		0002
(#)	Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
(#)	(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	PC 40	In USD 4,095.00		0002

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EXPLANATION OF PAGE MARKS
(*) Matter transferred to 3rd Rev pg 0272-17-0000.001
is indicated a change has occurred on this line

SEA-LAND SERVICE, INC.	Orig/Rev	Page
Freight Tariff No 468, STB SEAU-468 (Between US, PR, CN, & HI)	7th	Section 4 0268-15-1000.001
FROM: TARIFF ORIGIN SCOPE	Cancels	Cancels Page
TO: TARIFF DESTINATION SCOPE	6th	Section 4 0268-15-1000.001
SECTION 4 - COMMODITIES AND RATES	CORR: 35601	Issue: 16Feb2000 Effective: 16Feb2000EAN

Except as otherwise provided, rates apply per 100 LBS or 1,000 CFT. Effective Dates (Eff:) as listed below.
Items with effective dates prior to page Issue Date are brought forward without change.

Effective: 13Feb1996

COMMODITY: 0268-15-1000

Gypsum Board, VIZ: Gypsum Wallboard, Gypboard, Sheetrock, Plasterboard, Drywall, as described in Item 91890 of the NMFC

(D)
(D)

			Svc	Basis	Rate	Minimum	TL#
		From: LONG BEACH (port), CA, USA, 90800-53 TACOMA (port), WA, USA, 98401-99 To: KAHAIHAE (port), HI, USA, 96743					
		Effective: 25Mar1999					
(#)		Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: FR(Flat Rack) NOTES: NS Rule 998 - West Coast and Hawaii Wharfage Rate includes Poly Tarping at Tacoma Rate includes Transfer at Tacoma Rate includes door delivery to 73-5600 Maiiau St., Kailua, Kona, HI 96740 EXCEPTIONS: Not subject to Rule(s) 998(E), 998(F), 998(G), 998(H)	SD	PC 40	In USD 2,221.00		0001
(#)	(C)	Effective: 20Feb2000 QUALIFIERS: Ctr type: FR(Flat Rack) NOTES: NS Rule 998 - West Coast and Hawaii Wharfage Rate includes Poly Tarping at Tacoma Rate includes Transfer at Tacoma Rate includes door delivery to 73-5600 Maiiau St., Kailua, Kona, HI 96740 EXCEPTIONS: Not subject to Rule(s) 998(E), 998(F), 998(G), 998(H)	SD	PC 40	In USD 2,308.00		0001
(#)		Effective: 25Mar1999 Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: FR(Flat Rack) NOTES: NS Rule 998 - West Coast and Hawaii Wharfage Rate includes Transfer at Tacoma Rate includes door delivery to 73-5600 Maiiau St., Kailua, Kona, HI 96740 EXCEPTIONS: Not subject to Rule(s) 998(E), 998(F), 998(G), 998(H)	SD	PC 40	In USD 2,086.00		0002
(#)	(C)	Effective: 20Feb2000 QUALIFIERS: Ctr type: FR(Flat Rack) NOTES: NS Rule 998 - West Coast and Hawaii Wharfage Rate includes Transfer at Tacoma Rate includes door delivery to 73-5600 Maiiau St., Kailua, Kona, HI 96740 EXCEPTIONS: Not subject to Rule(s) 998(E), 998(F), 998(G), 998(H)	SD	PC 40	In USD 2,147.00		0002

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SEA-LAND SERVICE, INC.	Orig/Rev	Page
Freight Tariff No 468, STB SEAU-468 (Between US, PR, CN, & HI)	12th	Section 4 0248-12-7800.001
FROM: TARIFF ORIGIN SCOPE	Cancels	Cancels Page
TO: TARIFF DESTINATION SCOPE	11th	Section 4 0248-12-7800.001
SECTION 4 - COMMODITIES AND RATES	CORR: 35545	Issue: 16Feb2000 Effective: 16Feb2000EAM

Except as otherwise provided, rates apply per 100 LBS or 1.000 CFT. Effective Dates (Eff:) as listed below.
Items with effective dates prior to page Issue Date are brought forward without change.

Effective: 12Nov1999

COMMODITY: 0248-12-7800

Paper, Paper Articles, and Other Articles, Viz:
Advertising or Printed Matter, NOS.
Paper or Pulpboard
Albums or Scrapbooks, Paper or Pulpboard
Bands, Elastic, As Described in Item 156630, NMFC
Belts, Sanitary
Binding as described in Item 49020, Sub. 1, NMFC
Blotting
Blueprint or Reproduction, NOI, in Pkgs.
Bottles or Cans, Fiberboard, Paper or Pulpboard, SU, bodies
Nested, or KD
Boxes, Paper, Fibreboard or Pulpboard, Set-Up or KD
Bows
Cabinets, Dispensers or Holders as described in Item 39480, NMFC
Calendars, NOS
Carbon, NOI
Cardboard Tubes
Cards, NOS, including Printed Greeting Cards
Cards, Index, as described in Item 152320 Sub. 2, NMFC
Circulars, NOS
Chopsticks, Wooden
Clothing, Disposable, as described in Item 49795, NMFC
Covers, Disc Filler, Partitions, NOI, not corrugated
Fiberboard, Flat, KD Flat, Folded Flat, Nested Solid
Crepe Paper
Cups, Dishes, Pans, Plates or Trays, NOI, Foil or Sheet, expendable, with or without covers
Cups, Paper or Pulpboard
Diapers or Bedding Pads as described in Item 57260, NMFC
Dishes, Plates, or Trays, NOI, or Dinnerware, NOI, Pulpboard or woodpulp, plain or plastic coated, with or without foil, nested
Document Manila
Doilies
Drapes; Sheets; Pillowcases; Gowns; Towels; or Washcloths, disposable, as described in Item 56710, NMFC
Drawing; and Enameled, Glazed or Surface Coated, NOI
Envelopes or Papeteries
Egg Case Fillers or Flaps, Pulpboard or Woodpulp, Flat, Folded Flat or KD
(Continued in next column)

(Continued from preceding column)
Fillers, Loose Leaf Book, ruled or not printed, plain
Filters, Paper, other than engine filters
Foil as described in Item 71720, NMFC
Freezer Tape, Paper
Ground Wood
Hats, Paper, NOI, Printed
Handkerchiefs
Index Guides
Ink, Printing, NOI
Knives, Hard Fiber or Wood
Matrix, Other than sensitized
Mats, Bath or Car
Napkins, Paper
Napkins or Pads, Sanitary, External Type
Napkins or Pads, Sanitary, Internal Type, NOI
Neck Strips
Packing Pads
Pads or Liners, Absorbant, meat packaging
Paper Goods, NOI, flat or folded flat
Pencils, Penholders, Childrens School Pencil or Penholder
Sets, NOI
Pans, Ink
Photographic Paper, sensitized, in boxes
Placemats
Pulpboard or Fiberboard, NOI; corrugated or not corrugated
Racks, Store Display, NOI, SU or KD flat or Folded Flat
Ribbon, Gift Wrapping, may include bows
Rope, Cordage or Twine, NOI
Seals, box strapping, as described in item 93540, NMFC
Shelf Paper, decorative, not corrugated or fluted
Shields, Garment Hanger
Spoons or Forks, Hard Fiber or Wood
Stationery, NOI; and Stereotype
Strapping, Box, Synthetic Fiber
Straws, Drinking, Paper
Tablecloths, Paper
Tissue, Facial Cleansing
Toilet Paper or Toilet Seat Covers
Towels or Toweling, Paper

From: OUST (ORIGIN US TERMINALS)
To: DHI - (DEST. HAWAII TERMINALS)
Effective: 14Feb1999
(*) Superseded after 19Feb2000 by future effective revision
QUALIFIERS: Ctr type: PC(Dry)
(Continued)

Svc	Basis	Rate	Minimum	TLI#
TT	W 20	In USD 10.88	In LBS 25,200.000	0001

EXPLANATION OF PAGE MARKS
(*) Matter transferred to 5th Rev pg 0248-12-7800.002
Indicates a change has occurred on this line

SEA-LAND SERVICE, INC.	Orig/Rev	Page
Freight Tariff No 468, STB SEAU-468 (Between US, PR, CN, & HI)	5th	Section 4 0248-12-7800.002
FROM: TARIFF ORIGIN SCOPE	Cancels	Cancels Page
TO: TARIFF DESTINATION SCOPE	4th	Section 4 0248-12-7800.002
SECTION 4 - COMMODITIES AND RATES	CORR: 35546	Issue: 16Feb2000 Effective: 16Feb2000EAM

Except as otherwise provided, rates apply per 100 LBS or 1.000 CFT. Effective Dates (Eff:) as listed below.
Items with effective dates prior to page Issue Date are brought forward without change.

(Continuation of item Eff: 12Nov1999)

COMMODITY: 0248-12-7800

Paper, Paper Articles, and Other Articles, VIZ:

		Svc	Basis	Rate	Minimum	TLI#
From: OUST (ORIGIN US TERMINALS) To: DHI - (DEST. HAWAII TERMINALS)						
(#)	(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	W 20	In USD 11.30	In LBS 25,200.000	0001
(1)	Effective: 14Feb1999	TT	W 40	In USD 10.88	In LBS 32,400.000	0002
(#)	Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
(#)	(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	W 40	In USD 11.30	In LBS 32,400.000	0002
(#)	Effective: 14Feb1999	TT	W 40B	In USD 10.88	In LBS 36,000.000	0003
(#)	Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
(#)	(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	W 40B	In USD 11.30	In LBS 36,000.000	0003
(#)	Effective: 14Feb1999	TT	PC 20	In USD 1,968.00		0004
(#)	Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry) NOTES: NS Rule 645 - Mixed Shipments.					
(#)	(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry) NOTES: NS Rule 645 - Mixed Shipments.	TT	PC 20	In USD 2,045.00		0004

EXPLANATION OF PAGE MARKS

(1) Matter transferred from 11th Rev pg 0248-12-7800.001
is indicated a change has occurred on this line

SEA-LAND SERVICE, INC.	Orig/Rev	Page
Freight Tariff No 468, STB SEAU-468 (Between US, PR, CN, & HI)	13th	Section 4 0248-08-0500.001
FROM: TARIFF ORIGIN SCOPE	Cancel	Cancel Page
TO: TARIFF DESTINATION SCOPE	12th	Section 4 0248-08-0500.001
SECTION 4 - COMMODITIES AND RATES	CORR: 35533	Issue: 16Feb2000 Effective: 16Feb2000EAM

Except as otherwise provided, rates apply per 100 LBS or 1.000 CFT. Effective Dates (Eff:) as listed below.
Items with effective dates prior to page Issue Date are brought forward without change.

Effective: 14Jun1999

COMMODITY: 0248-08-0500

(Continued from preceding column)

Paper Articles, Viz:
Adding Machine Paper
Binders and Covers, Book or Loose Leaf,
Paper or Paperboard
Cake Boxes
Cash Register Tape
Computing Machine Paper, not printed
Envelope Paper, in rolls or sheets
File Folders, paper or pulpboard, flat
Forms, M01, Printed or not printed
Labels or Tags, plain, printed or lithographed as
described in Item 153500 Sub 2 of NMFC
(Continued in next column)

Newsprint, flat, in boxes
Pads, Tablets or Blank Books, not printed or with
printed headings or margins
Tape, cotton, flat twine; Tape, masking or
cellophane; Tape, sealing, gummed paper; and Tape,
teletype, perforated, paper oiled
Teletype Paper
Wallpaper M01 or Wallpaper Samples or Sample Books
Wrapping paper, waxed or unwaxed
Writing or Drawing paper other than folded

From: OUST (ORIGIN US TERMINALS) To: DHI - (DEST. HAWAII TERMINALS)		Svc	Basis	Rate	Minimum	TL#
Effective: 14Feb1999 Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)		TT	W 20	In USD 6.00	In LBS 36,000.000	0001
(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)		TT	W 20	In USD 6.23	In LBS 36,000.000	0001
Effective: 14Feb1999 Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)		TT	W 40	In USD 6.00	In LBS 39,500.000	0002
(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)		TT	W 40	In USD 6.23	In LBS 39,500.000	0002
Effective: 14Feb1999 Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)		TT	W 40B	In USD 6.00	In LBS 44,000.000	0003
(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)		TT	W 40B	In USD 6.23	In LBS 44,000.000	0003

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EXPLANATION OF PAGE MARKS
(*) Matter transferred to 1st Rev pg 0248-08-0600.001
! indicates a change has occurred on this line

SEA-LAND SERVICE, INC. L ^r	Orig/Rev	Page
Freight Tariff No 468, STB SEAU-468 (Between US, PR, CN, & HI)	5th	Section 4 0298-30-0100.001
FROM: TARIFF ORIGIN SCOPE	Cancels	Cancels Page
TO: TARIFF DESTINATION SCOPE	4th	Section 4 0298-30-0100.001
SECTION 4 - COMMODITIES AND RATES	CORR: 39454	Issue: 27Mar2000 Effective: 27Mar2000EAM

Except as otherwise provided, rates apply per 100 LBS or 1.000 CFT. Effective Dates (Eff:) as listed below.
Items with effective dates prior to page Issue Date are brought forward without change.

(R) Effective: 27Mar2000

COMMODITY: 0298-30-0100

Freight All Kinds

NOTES:

- (#)1: Rates in this item are specific and do not alternate with any other rates in this tariff. They will apply only where the Shipper has described the shipment as "Freight All Kinds".
- (#)2: Each shipment must contain five or more different commodities with no single commodity weighing more than 50% of the total weight of the shipment. Additionally, each shipment may not contain any freight that requires the use of temperature-controlled containers.
- (#)3: For purposes of applying the provisions of this item:
- Any commodity not described under a specific rate item in Section 2 of this tariff shall constitute a "Different" commodity if it is described in a separate item number in NMC 100-B and reissues thereof.
 - When commodities are described under rate items in Section 2 of this tariff (other than item 0200-00-0500), any, or all of the articles named in one rate item shall constitute ONLY "One" commodity.

(Continued from preceding column)

- (#)4: As an exception to Rule 110 - Definition of Technical Terms, a shipment which otherwise meets the terms and conditions of this item may be tendered to Carrier for multiple container yard delivery service for full container-load lots only at the ports of Honolulu, Hilo, Kawaihae, Kahului, or Maui/Ilili under separate dock receipts on the same vessel/voyage by shipment number, for qualification under Note 2, as applicable.
- 5: As an Exception to Rule 110, Definition of Technical Terms, when the final destination of a portion of the cargo in a container in a shipment rated under this item is Maui/Ilili, Kawaihae, Kahului or Hilo, the container may be stopped in transit in Honolulu for partial unloading subject to the conditions set forth in Rule 752 - Stop in Transit, in this Tariff.
- 6: Rate includes the return of pallets and cardboard separators from Hawaii CY to Pacific Coast CY which moved loaded to Hawaii under rates in this item. Shipper must certify that the pallets and cardboard separators so returned comply with the provisions of this Note.

(Continued in next column)

From: OUST (ORIGIN US TERMINALS)
To: DHI - (DEST. HAWAII TERMINALS)

Effective: 20Feb2000
QUALIFIERS: Ctr type: PC(Dry)

Effective: 20Feb2000
QUALIFIERS: Ctr type: PC(Dry)

Effective: 20Feb2000
QUALIFIERS: Ctr type: PC(Dry)

Effective: 20Feb2000
QUALIFIERS: Ctr type: PC(Dry)

(Continued)

Svc	Basis	Rate	Minimum	TL#
TT	PC 20	In USD 1,978.00		0001
TT	PC 40	In USD 4,830.00		0002
TT	PC 400	In USD 4,475.00		0003
TT	PC 450	In USD 5,045.00		0004

EXPLANATION OF PAGE MARKS

- (1) Matter transferred from 6th Rev pg 0298-30-0100.002
(2) indicates a change has occurred on this line

SEA-LAND SERVICE, INC.	Orig/Rev	Page
Freight Tariff No 468, STB SEAU-468 (Between US, PR, CN, & HI)	6th	Section 4 0298-30-0100.002
FROM: TARIFF ORIGIN SCOPE	Cancel	Cancel Page
TO: TARIFF DESTINATION SCOPE	5th	Section 4 0298-30-0100.002
SECTION 4 - COMMODITIES AND RATES	CORR: 35892	Issue: 16Feb2000 Effective: 16Feb2000EAN

Except as otherwise provided, rates apply per 100 LBS or 1.000 CFT. Effective Dates (Eff:) as listed below.
Items with effective dates prior to page Issue Date are brought forward without change.

(Continuation of Item Eff: 21May1999)

COMMODITY: 0298-30-0100

Freight All Kinds

	From: OUST (ORIGIN US TERMINALS) To: DNI - (DEST. HAWAII TERMINALS)	Svc	Basis	Rate	Minimum	TLI
	Effective: 14Feb1999	TT	PC 20	In USD 1,904.00		000
(#)	Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
(#)	(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	PC 20	In USD 1,978.00		000
	Effective: 14Feb1999	TT	PC 40	In USD 3,879.00		000
(#)	Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
(#)	(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	PC 40	In USD 4,030.00		000
	Effective: 14Feb1999	TT	PC 408	In USD 4,307.00		000
(#)	Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
(#)	(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	PC 408	In USD 4,475.00		000
	Effective: 14Feb1999	TT	PC 458	In USD 4,856.00		000
(#)	Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
(#)	(C) Effective: 20Feb2000 QUALIFIERS: Ctr type: PC(Dry)	TT	PC 458	In USD 5,045.00		000
	Effective: 01Aug1999	TT	PC 40	In USD 2,589.00		000
(#)	Superseded after 19Feb2000 by future effective revision QUALIFIERS: Ctr type: PC(Dry)					
	NOTES: 1. Rate applies when 1421 to 1800 cuft of cargo is loaded to a 40' container. Cube must be declared on shipping instructions. 2. Exception to Rule 998: Wharfage will be assessed as follows: Long Beach: \$195.00 Oakland: \$138.00 Seattle/Tacoma/Portland: \$ 99.00 Honolulu: \$ 77.20 Neighbor Island: \$129.60 EXCEPTIONS: Not subject to Rule(s) 998(E), 998(F), 998(G), 998(H)					
	(Continued)					

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EXPLANATION OF PAGE MARKS

- (*) Matter transferred to 1st Rev pg 0298-30-0100.004
- (*) Matter transferred to 1st Rev pg 0298-30-0100.003
- (#) Indicates a change has occurred on this line

SEA-LAND SERVICE, INC.	Orig/Rev	Page
Freight Tariff No 468, STB SEAU-468 (Between US,PR,CN,& HI)	12th	Section 4 0598-21-0800.001
FROM: TARIFF ORIGIN SCOPE	Cancels	Cancels Page
TO: TARIFF DESTINATION SCOPE	11th	Section 4 0598-21-0800.001
SECTION 4 - COMMODITIES AND RATES	CORR: 39458	Issue: 27Mar2000 Effective: 27Mar2000EAN

Except as otherwise provided, rates apply per 100 LBS or 1.000 CFT. Effective Dates (Eff:) as listed below.
Items with effective dates prior to page Issue Date are brought forward without change.

(R) Effective: 27Mar2000

COMMODITY: 0598-21-0800

(Continued from preceding column)

Consolidated LTL Cargo

NOTES:

(#)1. Rates in this item are specific and do not alternate with any other rates in this tariff. They will apply only where the Shipper has described the shipment as "Consolidated LTL Cargo".

(#)2. Each shipment must contain five or more different commodities, with no single commodity weighing more than 50% of the total cargo weight in the shipment.

(#)3. For purposes of applying the provisions of this item:
a. Any commodity not described under a specific rate item in Section 2 of this tariff shall constitute a "Different" commodity if it is described in a separate item number in NMFC 100-V and reissues thereof.
b. When commodities are described under rate items in Section 2 (other than item 0200-00-0500) any, or all of the articles named in one rate item shall constitute ONLY "One" commodity.

(Continued in next column)

4. Rate includes the return of pallets and cardboard separators from Hawaii CY to Pacific Coast CY which moved loaded to Hawaii under rates in this item. Shipper must certify that the pallets and cardboard separators so returned comply with the provisions of this Note.

(#)5. As an exception to Rule 110, Paragraph 25 - Definition of Technical Terms, and when a Shipper tenders a minimum quantity of 5 TEU's of Honolulu destined non-Stop-In-Transit freight rated under this item, and when the final destination of a portion of the cargo in another container is Hilo, Kahului, Kawaihae, or Mawiliwili and the balance of the cargo in that container is destined to Honolulu, that container may be stopped in transit in Honolulu for partial unloading subject to the conditions described in Rule 752 - Stop in Transit, in this Tariff.

6. Rates include West Coast Wfg.
EXCEPTIONS: Not subject to Rule(s) 998(A), 998(B), 998(C), 998(D), 998(E), 998(F)

----- EXPLANATION OF PAGE MARKS -----
(#)Indicates a change has occurred on this line

SEA-LAND SERVICE, INC.	Orig/Rev	Page
Freight Tariff No 468, STB SEAU-468 (Between US,PR,CN,& HI)	15th	Section 4 0598-21-0800.021
FROM: TARIFF ORIGIN SCOPE	Cancels	Cancels Page
TO: TARIFF DESTINATION SCOPE	14th	Section 4 0598-21-0800.021
SECTION 4 - COMMODITIES AND RATES	CORR: 39478	Issue: 27Mar2000 Effective: 27Mar2000EAM

Except as otherwise provided, rates apply per 100 LBS or 1.000 CFT. Effective Dates (Eff:) as listed below.
Items with effective dates prior to page Issue Date are brought forward without change.

(*) (R) (Continuation of item Eff: 27Mar2000) COMMODITY: 0598-21-0800

Consolidated LTL Cargo

From: OAKLAND (port), CA, USA, 94601-68

To: DHI - (DEST. HAWAII TERMINALS)

QUALIFIERS: Ctr type: PC(Dry)

NOTES: Rate applies only on cargo having originated at:

-3623 Munster Ave., Hayward, CA 94545

-or-

-2678 W. Winton Ave, Hayward, CA 94545

-or-

-111 San Leandro Blvd., San Leandro, CA 94577

-or-

-1400 Date St., Montebello, Ca 90640

-or-

-2964 Alvarado St., San Leandro, CA 94577

-or-

-1717 Sanguinetti Ln., Stockton, Ca 95205

-or-

-1035 Watson Center Road, Carson, CA 90745

-or-

-7091 Central Ave., Newark, CA 94560

-or-

-400 Littlefield Ave., South San Francisco, CA 94080

-or-

-7200-B Edgewater Dr., Oakland, CA 94621

-or-

-33001 Dowe Ave., Union City, CA 94587

(#) (A) Effective: 05Apr2000

QUALIFIERS: Ctr type: PC(Dry)

NOTES: Rate applies only on cargo having originated at:

-3623 Munster Ave., Hayward, CA 94545

-or-

-2678 W. Winton Ave, Hayward, CA 94545

-or-

-111 San Leandro Blvd., San Leandro, CA 94577

-or-

-1400 Date St., Montebello, Ca 90640

-or-

-2964 Alvarado St., San Leandro, CA 94577

-or-

-1717 Sanguinetti Ln., Stockton, Ca 95205

-or-

-1035 Watson Center Road, Carson, CA 90745

-or-

-7091 Central Ave., Newark, CA 94560

(Continued)

Svc	Basis	Rate	Minimum	TLI
TT	PC 20	In USD 2,176.00		000

EXPLANATION OF PAGE MARKS

(*) Matter transferred to 17th Rev pg 0598-21-0800.020
(#) Indicates a change has occurred on this line

REPORT NO. 12

From: "Danny Rodriguez" <droduiguez@dhx.com>
To: "Carol Spierling" <cspierling@dhx.com>
Cc: <cponsiglione@dhx.com>
Subject: Matson container
Date: Wed, 11 Jul 2001 09:47:19 -0700
X-Mailer: Microsoft Outlook Express 5.00.2615.200

Hi Carol,

We have a Matson container coming to you on a CSX vessel. Container # IEAU 901105-7 it is coming in on the Reliance 116. It is sailing out of Oakland today 7/11/01. Please make sure the empty terminates back at Matson. I have already called Matson and spoke to Tim in customer service of what happened.

Thank you in advance,
D.R.

PLATE NO. 13

EXHIBIT NO. 13

DOCUMENT FILED UNDER PROTECTIVE ORDER ISSUED MAY 8, 2002
in WCC-105.

EXHIBIT NO. 14

Exhibit No. 14

DOCUMENT FILED UNDER PROTECTIVE ORDER ISSUED MAY 8, 2002
IN WCC-105.

EXHIBIT NO. 13



SEA STAR ENHANCED SERVICES

Sea Star Line, LLC (Sea Star) announced today that it will increase the number of sailings it offers between the continental United States and Puerto Rico to more than five per week.

"By entering into a Transportation Services Agreement with CSX Lines, we will be able to offer our customers more frequent sailings and an expanded range of service" announced Mike Shea, President, Sea Star. "After evaluating the assets we purchased from NPR/Navieras and the needs of the market, we concluded that we could offer the best service profile by continuing to operate our two Ro/Con ships in combination with the sailings provided under this agreement", continued Shea.

"This agreement will allow us to make the necessary upgrades to our expanded terminal facilities and to our container fleets as we also restructure our vessel operations", Shea expanded.

Through the combination of Sea Star's ships and the guaranteed agreement capacity, Sea Star will offer weekly service to/from Port Elizabeth, weekly service to/from Port Everglades, four weekly sailings to/from Jacksonville and service every 10 days to/from Houston.

SOUTHBOUND FROM

- Jacksonville
Sailing – Tuesday
- Thursday
- Friday
- Saturday
- Port Everglades
Sailing – Friday
- Port Elizabeth
Sailing – Friday
- Houston
Sailing – Every 10 days

NORTHBOUND TO

- Jacksonville
Sailing – Sunday
- Monday
- Tuesday
- Friday
- Port Everglades
Sailing – Tuesday
- Port Elizabeth
Sailing – Monday
- Houston
Sailing – Every 10 days

Sea Star Line, LLC is a privately owned vessel operating transportation company providing service between the continental United States and Puerto Rico and the Virgin Islands and the Dominican Republic. Sea Star is headquartered in Jacksonville, Florida.

LIBRARY NO. 16

The San Juan Star - Saturday, May 23, 2002

Sea Star idles 4 ships, buys space on CSX

BY LORELEI ALBANESE
albanese@sanjuanstar.com
OF THE SAN JUAN STAR

Ocean cargo carrier Sea Star LLC has idled four Navieras ships and instead purchased space on rival CSX Lines to accommodate business it inherited in acquiring NPR/Navieras assets last month.

Sea Star held up the four Navieras vessels almost as soon as purchasing them in a bankruptcy auction last month, Sea Star president Mike Shea said Friday. CSX added a third weekly sailing on May 9 to accommodate Sea Star.

"We have chartered space on all (CSX-Puerto Rico) sailings," Shea said. "We're using the space as if it were our own ship."

In idling the Carolina, Mayaguez, Humacao and Guayama, Shea has effectively cut two sailings from the Puerto Rico trade lane, reducing some of the excess capacity that has plagued the industry for many years. Although Navieras had four ships, the container line was using three for its weekly sailings. Sea Star has two sailings a week.

With fewer sailings, "all the carriers will be more stable," said Roberto Lugo of Crowley Liner Services, the dominant carrier. "We cannot continue going the way we were."

Indeed, some shipping rates are moving upward. Earlier this month, CSX raised general rates by 10 percent. Sea Star also has increased some rates, Shea said.

"This is still a very competitive business," said Shea. "It takes time for markets to adjust. There's still plenty of capacity in the market."

He does not plan to re-activate the vessels any time soon, he said. He declined to disclose how much of the Navieras business remains on board. Navieras' market share was 27 percent which would raise Sea Star's to 40 percent.

Sea Star has expanded, Shea said. "We've hired quite a few people from NPR/Navieras at every location — San Juan, Jacksonville, Port Everglades (Fla.), New Jersey and other smaller locations." He declined to provide any numbers.

The company is in a transition phase, he said. Former owner Holt Group filed for Chapter 11 in March 2001 and liquidated NPR/Navieras late last month. In a transaction worth about \$32 million, Sea Star purchased certain Navieras



Cargo trailers are loaded onto the Mayaguez, one of 4 Navieras ships idled by Sea Star.

assets, including the ships, equipment and the San Juan International Terminal which holds the leases to prime Ports Authority property. Sea Star made getting the terminal essential to the purchase. The Navieras leases with the Ports Authority were issued at a discounted rate, making the terminal more profitable for Sea Star.

"Now we have a better terminal situation in Puerto Rico, and we

have acquired a number of useful operating assets: containers, cranes and chassis," he said.

As part of the sale, Sea Star was ordered to relinquish 36 acres, about 25 percent of the 130 cuerdas under leases. (A cuerda is equal to .97 acre.)

"It looks like there will be a better distribution of land in Puerto Nuevo area," Lugo said.

EXHIBIT NO. 17



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May 3, 2002

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WHEN IT'S GOT

CSX expanding Puerto Rico service

Updated 10:43 a.m. ET, May 3, 2002

JoC ONLINE

In a surprising announcement, CSX Lines says it is expanding its service to Puerto Rico by offering a third weekly sailing from Jacksonville, Fla. to San Juan, Puerto Rico.

The midweek Jacksonville Express will sail from Jacksonville on Thursdays, supplementing CSX's current Tuesday and Friday sailings from the South Atlantic.

The announcement comes in the wake of the Holt Group's sale of the assets of NPR-Navieras to Sea Star Line, two other competitors in the highly competitive U.S.-Puerto Rico trade.

Gabriel Serra, division vice president and general manager for CSX Lines's Puerto Rico service, said that the new vessel was added because of increased demand by shippers for service. But demand for additional transportation is not entirely the result of the Navieras sale. Serra said that CSX Lines has been seeing growing demand for transportation by shippers for months.

CSX Lines said the first scheduled sailing is May 9. The new service will also provide a third weekly sailing from San Juan back to Jacksonville.

In addition to the new vessel, Serra said his company had replaced one of the vessels in the trade with a ship that was about 15% larger and had more capacity for reefer containers and 45 foot containers.

Earlier this week, CSX announced a 10% general rate increase on its tariff covering shipments to and from Puerto Rico effective June 15.

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CSX Lines

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