

BALL JANIK LLP

A T T O R N E Y S

1455 F STREET, NW, SUITE 225
WASHINGTON, D.C. 20005

www.balljanik.com

TELEPHONE 202-638-3307

FACSIMILE 202-783-6947

LOUIS E. GITOMER
OF COUNSEL
(202) 466-6532



September 23, 2005

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Suite 700
Washington, DC 20423

ENTERED
Office of Proceedings

SEP 23 2005

Part of
Public Record

RE: Finance Docket No. 34762, *CSX Transportation, Inc.—Temporary Trackage Rights—Alabama Great Southern Railroad Company*

Dear Secretary Williams:

Enclosed for filing are the original and ten copies of a Motion for Protective Order and a diskette with the file Protective Order.doc.

Please time and date stamp the extra copy of this letter and the Motion and return them with our messenger.

If you have any questions, please contact me.

Sincerely yours,

Louis E. Gitomer
Attorney for CSX Transportation, Inc.

Enclosures

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ORIGINAL

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 34762

CSX TRANSPORTATION, INC.
—TEMPORARY TRACKAGE RIGHTS—
ALABAMA GREAT SOUTHERN RAILROAD COMPANY



MOTION FOR PROTECTIVE ORDER
EXPEDITED HANDLING REQUESTED

ENTERED
Office of Proceedings

SEP 23 2005

Part of
Public Record

Robert Ledoux
Assistant General Counsel
CSX Transportation, Inc.
500 Water Street J-150
Jacksonville, FL 32202
(904) 359-1255

Louis E. Gitomer, Esq.
Of Counsel
Ball Janik LLP
1455 F Street, N.W., Suite 225
Washington, DC 20005
(202) 638-3307

Attorneys for: CSX Transportation, Inc.

Dated: September 23, 2005

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 34762

CSX TRANSPORTATION, INC.
—TEMPORARY TRACKAGE RIGHTS—
ALABAMA GREAT SOUTHERN RAILROAD COMPANY

MOTION FOR PROTECTIVE ORDER

CSX Transportation, Inc. ("CSXT"), pursuant to 49 C.F.R. § 1104.14(b), files this Motion for Protective Order (the "Motion") for approval to remove from the public docket and file under seal the draft Temporary Trackage Rights Agreement (the "Agreement") between CSXT and The Alabama Great Southern Railroad Company ("AGS").

CSXT filed on September 22, 2005, a Verified Notice of Exemption (the "Notice") pursuant to 49 C.F.R. § 1180 for CSXT to obtain overhead temporary trackage rights over a line of the AGS between Birmingham, AL and Shrewsbury, LA. Included with the Notice in the public filing was the Agreement.

The Agreement contains highly sensitive information that could harm the parties if those terms were made public. The Agreement contains proprietary commercial information that if disclosed could be competitively damaging. Moreover, public disclosure of the commercially sensitive provisions of the Agreement is not necessary for the disposition of the Notice.

CSXT and AGS request the Board to treat those terms as confidential. To that end, CSXT and AGS request the Board to place under seal the copies of the Agreement that were

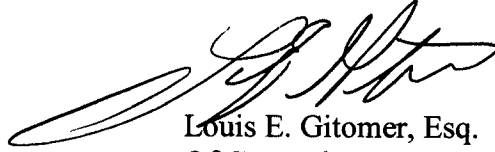
filed yesterday and accept the redacted version of the Agreement accompanying this Motion for the public file.

Accompanying this Motion are a draft Protective Order and Undertakings, which are similar to those recently issued by the Board. *See Buckingham Branch Railroad Company—Lease—CSX Transportation, Inc.*, STB Finance Docket No. 34495 (STB served June 4, 2004); *Stillwater Central Railroad, Inc.—Trackage Rights Exemption—The Burlington Northern and Santa Fe Railway Company*, STB Finance Docket No. 34489 (STB served April 14, 2004), *New Orleans & Gulf Coast Railway Company, Inc.—Lease Exemption—Union Pacific Railroad Company*, STB Finance Docket No. 34411 (STB served March 24, 2004), *Norfolk Southern Railway Company—Trackage Rights Exemption—Western New York & Pennsylvania, LLC*, STB Finance Docket No. 34470 (STB served March 3, 2004) and *Kansas City Southern—Control—The Kansas City Southern Railway Company, Gateway Eastern Railway Company, And The Texas Mexican Railway Company*, STB Finance Docket No. 34342 (Decision No. 1) (STB served May 13, 2003). Applicants contend that they have demonstrated good cause for the Board to issue the Protective Order.

Assuming that the parties are able to reach a final definitive agreement, the parties will submit that agreement to the Board under the proposed Protective Order as well. The parties acknowledge that the authority granted by the Board to enter into the proposed trackage rights is permissive, and not mandatory, and will not be fully effective until the parties reach said definitive agreement.

CSXT prays that the Board grant its Motion for a Protective Order.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L. Gitomer", with a long, sweeping horizontal stroke extending to the left.

Louis E. Gitomer, Esq.
Of Counsel
Ball Janik LLP
1455 F Street, N.W., Suite 225
Washington, DC 20005
(202) 638-3307

Robert Ledoux
Assistant General Counsel
CSX Transportation, Inc.
500 Water Street J-150
Jacksonville, FL 32202
(904) 359-1255

Attorneys for: CSX Transportation, Inc.

Dated: September 23, 2005

APPENDIX

PROTECTIVE ORDER

1. For purposes of this Protective Order:

(a) "Confidential Documents" means documents and other tangible materials containing or reflecting Confidential Information.

(b) "Confidential Information" means traffic data (including but not limited to waybills, abstracts, study movement sheets, and any documents or computer tapes containing data derived from waybills, abstracts, study movement sheets, or other data bases, and cost work papers); the identification of shippers and receivers in conjunction with shipper-specific or other traffic data; the confidential terms of contracts with shippers or carriers; confidential financial and cost data; divisions of rates, trackage rights compensation levels and other compensation between carriers; and other confidential or proprietary business or personal information.

(c) "Designated Material" means any documents designated or stamped as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" in accordance with paragraph 2 or 3 of this Protective Order and any Confidential Information contained in such materials.

(d) "Proceedings" means those before the Surface Transportation Board ("Board") concerning the transaction in STB Finance Docket No. 34762, and any related proceedings before the Board, and any judicial review proceedings arising from STB Finance Docket No. 34762 or from any related proceedings before the Board.

2. Personnel of CSX Transportation, Inc. ("CSXT"), The Alabama Great Southern Railroad Company ("AGS") and their affiliates, including outside consultants and attorneys for any of them (representatives), may exchange Confidential Information for the purpose of participating in the Proceedings, but not for any other business, commercial, or other competitive purpose, unless and until the Notice in the Proceedings is approved.

3. To the extent that any meetings, conferences, exchanges of data, or other cooperative efforts between representatives of CSXT, AGS or their affiliates are held and carried out for purposes of these Proceedings, such meetings, conferences, exchanges of data and other cooperative efforts are deemed essential for the conduct and disposition of such Proceedings and will not be deemed a violation of 49 U.S.C. §§11323 or 11904, or any other relevant provision of the ICC Termination Act of 1995 (ICCTA).

4. If the Notice is disapproved by the Board, then all Confidential Documents (other than file copies of pleadings and other documents filed with the Board and retained by outside counsel for a party to these proceedings) that are exchanged between CSXT, AGS and their affiliates but which are not otherwise available to them as a result of their existing affiliation and pursuant to their reporting responsibilities for securities, tax and other purposes, must be

destroyed or returned to the party originating the Confidential Information contained or reflected in such Confidential Documents. With respect to parties other than CSXT, AGS and their affiliates, if the Notice is disapproved by the Board, or if the Notice is approved but the overhead temporary trackage rights are not effected then all Confidential Documents, other than file copies of pleadings and other documents filed with the Board and retained by outside counsel for a party to these proceedings, must be destroyed or returned to the party originating the Confidential Information contained or reflected in such Confidential Documents.

5. If any party to these Proceedings determines that any part of a document it submits, discovery request it propounds, discovery response it produces, transcript of a deposition or hearing in which it participates, or pleading or other paper to be submitted, filed, or served in these Proceedings contains Confidential Information or consists of Confidential Documents, then that party may designate and stamp such Confidential Information and Confidential Documents as "CONFIDENTIAL." Any information or documents designated or stamped as "CONFIDENTIAL" shall be handled as provided for hereinafter, except that no prohibition in any subsequent paragraph is applicable to an exchange of information pursuant to paragraphs 2 and 3 of this Protective Order.

6. If any party to these Proceedings determines that any part of a document it submits, discovery request it propounds, or a discovery response it produces, or a transcript of a deposition or hearing in which it participates, or pleading or other paper to be submitted, filed, or served in these Proceedings contains shipper-specific rate or cost data; division of rates, trackage rights compensation levels, other compensation between carriers; or other competitively sensitive or proprietary information, then that party may designate and stamp such Confidential Information as "HIGHLY CONFIDENTIAL." Any information or documents so designated or stamped shall be handled as provided hereinafter, except that no prohibition in any subsequent paragraph is applicable to an exchange of information pursuant to paragraphs 2 and 3 of this Protective Order.

7. Information and documents designated or stamped as "CONFIDENTIAL" may not be disclosed in any way, directly or indirectly, or to any person or entity except to an employee, counsel, consultant, or agent of a party to these Proceedings, or an employee of such counsel, consultant, or agent, who, before receiving access to such information or documents, has been given and has read a copy of this Protective Order and has agreed to be bound by its terms by signing a confidentiality undertaking substantially in the form set forth at Exhibit A to this Protective Order.

8. Information and documents designated or stamped as "HIGHLY CONFIDENTIAL" may not be disclosed in any way, directly or indirectly, to any employee of a party to these Proceedings, or to any other person or entity except to an outside counsel or outside consultant to a party to these Proceedings, or to an employee of such outside counsel or outside consultant, who, before receiving access to such information or documents, has been given and has read a copy of this Protective Order and has agreed to be bound by its terms by signing a confidentiality undertaking substantially in the form set forth at Exhibit B to this Protective Order.

9. All parties must file simultaneously a public version of any Highly Confidential or Confidential submission filed with the Board whether the submission is designated a Highly Confidential Version or Confidential Version. When filing a Highly Confidential Version, the filing party does not need to file a Confidential Version with the Board, but must make available (simultaneously with the party's submission to the Board of its Highly Confidential Version) a Confidential Version reviewable by any other party's in-house counsel. The Confidential Version may be served on other parties in electronic format only. In lieu of preparing a Confidential Version, the filing party may (simultaneously with the party's submission to the Board of its Highly Confidential Version) make available to outside counsel for any other party a list of all "highly confidential" information that must be redacted from its Highly Confidential Version prior to review by in-house personnel, and outside counsel for any other party must then redact that material from the Highly Confidential Version before permitting any clients to review the submission.

10. Any party to these Proceedings may challenge the designation by any other party of information or documents as "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL" by filing a motion with the Board or with an administrative law judge or other officer to whom authority has been lawfully delegated by the Board to adjudicate such challenges.

11. Designated Material may not be used for any purposes, including without limitation any business, commercial or competitive purposes, other than the preparation and presentation of evidence and argument in STB Finance Docket No. 34762, any related proceedings before the Board, and/or any judicial review proceedings in connection with STB Finance Docket No. 34762 and/or with any related proceedings.

12. Any party who receives Designated Material in discovery shall destroy such materials and any notes or documents reflecting such materials (other than file copies of pleadings or other documents filed with the Board and retained by outside counsel for a party to these Proceedings) at the earlier of: (1) such time as the party receiving the materials withdraws from these Proceedings, or (2) the completion of these Proceedings, including any petitions for reconsideration, appeals or remands.

13. No party may include Designated Material in any pleading, brief, discovery request or response, or other document submitted to the Board, unless the pleading or other document is submitted under seal, in a package clearly marked on the outside as "Confidential Materials Subject to Protective Order." See 49 CFR 1104.14. All pleadings and other documents so submitted shall be kept confidential by the Board and shall not be placed in the public docket in these Proceedings except by order of the Board or of an administrative law judge or other officer in the exercise of authority lawfully delegated by the Board.

14. No party may include Designated Material in any pleading, brief, discovery request or response, or other document submitted to any forum other than this Board in these Proceedings unless: (1) the pleading or other document is submitted under seal in accordance with a protective order that requires the pleading or other document to be kept confidential by that tribunal and not be placed in the public docket in the proceeding, or (2) the pleading or other document is submitted in a sealed package clearly marked, "Confidential Materials Subject to

Request for Protective Order,” and is accompanied by a motion to that tribunal requesting issuance of a protective order that would require the pleading or other document be kept confidential and not be placed in the public docket in the proceeding, and requesting that if the motion for protective order is not issued by that tribunal, the pleading or other document be returned to the filing party.

15. No party may present or otherwise use any Designated Material at a Board hearing in these Proceedings, unless that party has previously submitted, under seal, all proposed exhibits and other documents containing or reflecting such Designated Material to the Board, to an administrative law judge or to another officer to whom relevant authority has been lawfully delegated by the Board, and has accompanied such submission with a written request that the Board, administrative law judge or other officer: (a) restrict attendance at the hearing during any discussion of such Designated Material, and (b) restrict access to any portion of the record or briefs reflecting discussion of such Designated Material in accordance with this Protective Order.

16. If any party intends to use any Designated Material in the course of any deposition in these Proceedings, that party shall so advise counsel for the party producing the Designated Material, counsel for the deponent, and all other counsel attending the deposition. Attendance at any portion of the deposition at which any Designated Material is used or discussed shall be restricted to persons who may review that material under the terms of this Protective Order. All portions of deposition transcripts or exhibits that consist of, refer to, or otherwise disclose Designated Material shall be filed under seal and be otherwise handled as provided in paragraph 10 of this Protective Order.

17. To the extent that materials reflecting Confidential Information are produced by a party in these Proceedings, and are held and/or used by the receiving person in compliance with paragraphs 1, 2, 5 or 6 above, such production, disclosure, holding, and use of the materials and of the data that the materials contain are deemed essential for the disposition of this and any related proceedings and will not be deemed a violation of 49 U.S.C. §11904 or of any other relevant provision of the ICC Termination Act of 1995.

18. All parties must comply with all of the provisions of this Protective Order unless the Board or an administrative law judge or other officer exercising authority lawfully delegated by the Board determines that good cause has been shown warranting suspension of any of the provisions herein.

19. Nothing in this Protective Order restricts the right of any party to disclose voluntarily any Confidential Information originated by that party, or to disclose voluntarily any Confidential Documents originated by that party, if such Confidential Information or Confidential Documents do not contain or reflect any Confidential Information originated by any other party.

Exhibit A

UNDERTAKING—CONFIDENTIAL MATERIAL

I, _____, have read the Protective Order served on _____, 2005, governing the production and use of Confidential Information and Confidential Documents in STB Finance Docket No. 34762, understand the same, and agree to be bound by its terms. I agree not to use or to permit the use of any Confidential Information or Confidential Documents obtained pursuant to that Protective Order, or to use or to permit the use of any methodologies or techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and presentation of evidence and argument in STB Finance Docket No. 34762, any related proceedings before the Surface Transportation Board ("Board"), and/or any judicial review proceedings in connection with STB Finance Docket No. 34762 and/or with any related proceedings. I further agree not to disclose any Confidential Information, Confidential Documents, methodologies, techniques, or data obtained pursuant to the Protective Order except to persons who are also bound by the terms of the Order and who have executed Undertakings in the form hereof, and that at the conclusion of this proceeding (including any proceeding on administrative review, judicial review, or remand), I will promptly destroy any documents containing or reflecting materials designated or stamped as "CONFIDENTIAL," other than file copies, kept by outside counsel, of pleadings and other documents filed with the Board.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that Applicants or other parties producing Confidential Information or Confidential Documents shall be entitled to specific performance and injunctive and/or other equitable relief as a remedy for any such breach, and I further agree to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Undertaking but shall be in addition to all remedies available at law or equity.

Signed: _____

Affiliation: _____

Dated: _____

Exhibit B

UNDERTAKING-HIGHLY CONFIDENTIAL MATERIAL

I, _____, am outside [counsel][consultant] for _____, for whom I am acting in this proceeding. I have read the Protective Order served on _____, 2005, governing the production and use of Confidential Information and Confidential Documents in STB Finance Docket No. 34762, understand the same, and agree to be bound by its terms. I agree not to use or to permit the use of any Confidential Information or Confidential Documents obtained pursuant to that Protective Order, or to use or to permit the use of any methodologies or techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and presentation of evidence and argument in STB Finance Docket No. 34762, any related proceedings before the Surface Transportation Board ("Board"), or any judicial review proceedings in connection with STB Finance Docket No. 34762 and/or with any related proceedings. I further agree not to disclose any Confidential Information, Confidential Documents, methodologies, techniques, or data obtained pursuant to the Protective Order except to persons who are also bound by the terms of the Order and who have executed Highly Confidential Undertakings in the form hereof.

I also understand and agree, as a condition precedent to my receiving, reviewing, or using copies of any information or documents designated or stamped as "HIGHLY CONFIDENTIAL," that I will take all necessary steps to ensure that said information or documents be kept on a confidential basis by any outside counsel or outside consultants working with me; that under no circumstances will I permit access to said materials or information by employees of my client or its subsidiaries, affiliates, or owners; and that at the conclusion of this proceeding (including any proceeding on administrative review, judicial review, or remand), I will promptly destroy any documents containing or reflecting information or documents designated or stamped as "HIGHLY CONFIDENTIAL," other than file copies kept by outside counsel of pleadings and other documents filed with the Board.

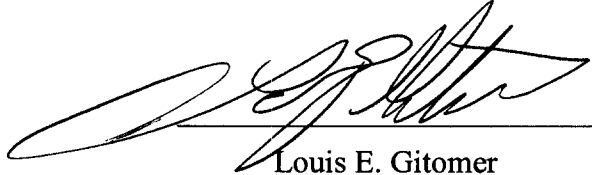
I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that Applicants or other parties producing Confidential Information or Confidential Documents shall be entitled to specific performance and injunctive and/or other equitable relief as a remedy for any such breach, and I further agree to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Undertaking but shall be in addition to all remedies available at law or equity.

Signed: _____
OUTSIDE [COUNSEL] [CONSULTANT]

Dated: _____

CERTIFICATE OF SERVICE

I hereby certify that I have caused the Motion for Protective Order in Finance Docket 34762, *CSX Transportation, Inc.—Temporary Trackage Rights—Norfolk Southern Railway Company*, to be served by first class mail, postage pre-paid on the Alabama Great Southern Railroad Company and The Kansas City Southern Railway Company.



Louis E. Gitomer

September 23, 2005

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T E M P O R A R Y T R A C K A G E R I G H T S A G R E E M E N T

THIS AGREEMENT, entered into as of this ____ day of September, 2005 by and between THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, a Virginia corporation, including its subsidiaries and affiliates ("AGS"), and CSX TRANSPORTATION, INC. ("CSXT"), a Virginia corporation, which AGS and CSXT are hereinafter each referred to as a "Party" and collectively referred to as "Parties";

WITNESSETH:

WHEREAS, AGS is the owner and operator of certain lines of railroad extending between the connection of the Parties at Birmingham, Alabama and the connection with certain other railroads in New Orleans, Louisiana (as further defined herein, the "Subject Trackage"); and

WHEREAS, CSXT desires to obtain temporary trackage rights over these lines of railroad for the sole purpose of bridging CSXT train service between Birmingham and interchange with certain other railroads in New Orleans while CSXT's lines of railroad between Pascagoula, Mississippi and New Orleans are out

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of service in the aftermath of Hurricane Katrina;

WHEREAS, a portion of the Subject Trackage covering approximately 4/10 of one mile in Meridian, MS ("KCSR Segment") is owned or operated by Kansas City Southern Railway Company ("KCSR");

WHEREAS, AGS has trackage rights to utilize the KCSR Segment via an agreement by and between AGS, New Orleans and Northeastern Railroad Company and ~~+~~ Illinois Central Railroad Company, dated ~~+~~ July 15, 1957 and supplemented September 10, 1959 ("KCSR Trackage Rights Agreement")

WHEREAS, KCSR has granted its consent to CSXT's use of the KCSR Segment for the purposes of this Agreement provided CSXT pays to KCSR , and otherwise is treated as an AGS train for the purposes of the KCSR Trackage Rights Agreement;

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

ARTICLE 1. GRANT OF TEMPORARY TRACKAGE RIGHTS

Subject to the terms and conditions herein provided, AGS hereby grants to CSXT the temporary right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as the "Trackage Rights") over the lines of railroad

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owned by AGS, and, pursuant to consent received by KCSR, over the KCSR Segment, hereinafter referred to as "Subject Trackage", identified as follows:

- (a) AGS South District between the connection of the Parties in Birmingham, Alabama near 27th Street at Milepost 142.0, and the connection with the trackage of Kansas City Southern Railway Company (KCSR) near 27th Avenue in Meridian, Mississippi at Milepost 295.4; and
- (b) KCSR between the connection between AGS and KCSR near 27th Avenue in Meridian, Mississippi at Milepost 295.4 and the connection between KCSR and AGS N.O.&N.E. District at Milepost NO-0.4; and
- (c) AGS N.O.&N.E. District between the connection with the trackage of KCSR at Milepost NO-0.4, and Oliver Junction in New Orleans, Louisiana at Milepost NO-194.1; and
- (d) New Orleans Terminal Back Belt Line between Oliver Junction in New Orleans at Milepost 7.9-NT and East City Junction at Milepost 3.8-NT; and between East City Junction at Milepost 3.5-A and CN/IC connection in Shrewsbury, Louisiana at Milepost 0.0-A.

The segments described in subsections (a), (b), (c) and (d) immediately above are each non-separable segments of the single

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unified route over which the subject temporary trackage rights are granted and each of the connection between the Parties in Birmingham, Alabama and the CN/IC connection in Shrewsbury, Louisiana are referred to hereinafter as "End Points".

ARTICLE 2. USE OF SUBJECT TRACKAGE

- (a) CSXT's use of the Subject Trackage shall be in common with AGS and any other user of the Subject Trackage, and AGS's right to use the Subject Trackage (and KCSR's right to use the KCSR Segment) shall not be diminished by this Agreement.
Except as to the KCSR Segment, AGS shall retain the exclusive right to grant to other persons rights of any nature in the Subject Trackage.
- (b) Except as may otherwise be provided by this Agreement, CSXT shall not use any part of the Subject Trackage for the purpose of switching, storage or servicing of cars or equipment, or the making or breaking up of trains, or service to an industry, except that nothing contained herein shall, upon prior approval of AGS, preclude the emergency use by CSXT of such auxiliary tracks as may be designated by AGS for such purposes.
- (c) Except as may otherwise be provided in this Agreement, CSXT shall have the right to enter on and exit from the Subject

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Trackage only at the End Points.

- (d) Except as to the KCSR Segment, AGS shall have exclusive control of the management and operation of the Subject Trackage. KCSR shall have exclusive control of the management and operation of the KCSR Segment. CSXT shall not have any claim against AGS for liability account of loss or damage of any kind in the event the use of the Subject Trackage by CSXT is interrupted or delayed at any time from any cause.
- (e) CSXT's use of the Subject Trackage shall be restricted to one (1) merchandise train each day in each direction. Such trains must be received from or delivered to Union Pacific Railroad Company (UP) and/or The Burlington Northern and Santa Fe Railway Company (BNSF) at New Orleans. Additional trains shall be permitted at the sole discretion of AGS and shall be subject to line capacity and, when relevant, pilot availability.

ARTICLE 3. MISCELLANEOUS SPECIAL PROVISIONS

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

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movements on the Subject Trackage.

- (b) Procedures for qualification and occupancy of the Subject Trackage will be arranged by the local supervision of each carrier. All control and usage will be subject to the approval of AGS's representative or its designee.
- (c) Before its locomotives enter onto AGS's trackage, CSXT shall request permission from AGS's dispatcher (or other designated representative) at Birmingham, Alabama or such other location as AGS may designate. Further, CSXT shall ascertain that said trackage is clear and shall await confirmation from said representative that such permission has been issued to allow CSXT's movements on or over the Subject Trackage. Upon completing its operations and clearing the Subject Trackage, CSXT will notify AGS's designated representative that it has completed its operations and that its equipment has cleared AGS's trackage. Once CSXT has notified AGS's representative that it has cleared the Subject Trackage, CSXT shall not reenter the Subject Trackage without again obtaining permission from AGS's representative. CSXT shall provide and maintain at its expense all communication facilities needed and as may be required by AGS to permit CSXT to use the Subject Trackage.

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- (d) CSXT acknowledges receiving a copy of the KCS Trackage Rights Agreement. When operating over the KCSR Segment, CSXT shall comply with that agreement as if it were AGS to the extent it concerns operations over the KCSR Segment.

ARTICLE 4. COMPENSATION AND PAYMENT OF BILLS

- (a) CSXT shall pay to AGS Thirty-Two Cents (\$0.32) per car mile for its use of the 354.7 miles of the Subject Trackage other than the KCSR Segment. CSXT shall pay KCSR for its use of the KCSR Segment.
- (b) On or before the 15th day of each calendar month during the term of this Agreement, CSXT shall prepare and deliver to AGS a statement setting forth the number of cars and miles operated on the Subject Trackage during the immediately preceding month ("The NSR Monthly Statement"). The NSR Monthly Statement shall be delivered to AGS's Manager Miscellaneous Billing in electronic format, and shall contain a detailed list of the cars that moved during the subject month, which list shall include, for each car, the following information: (1) car initial and number, (2) whether the car exceeded ninety-six (96) feet in length; and (3) any other information relating to such cars that AGS may

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reasonably request in connection with accounting for use of the Subject Trackage. AGS shall develop and present to CSXT an invoice computed in accordance with this Article for CSXT's use of the Subject Trackage. CSXT shall make payment to AGS within sixty (60) days after the date of such invoice. For purposes of this Agreement, each car exceeding ninety-six (96) feet in length shall be counted as two and one-half (2-1/2) cars. On or before the 15th day of each calendar month during the term of this Agreement, CSXT shall prepare and deliver to KCSR a statement setting forth the number of trains operated over the KCSR Segment during the immediately preceding month ("The KCSR Monthly Statement").

The KCSR Monthly Statement shall be delivered to KCSR's Manager Miscellaneous Billing in electronic format, and shall contain a detailed list of the trains that moved during the subject month, which list shall include any information relating to such trains that KCSR may reasonably request in connection with accounting for use of the KCSR Segment. KCSR shall develop and present to CSXT an invoice computed in accordance with this Article for CSXT's use of the KCSR Segment. CSXT shall make payment to KCSR within sixty (60) days after the date of such invoice.

- (c) All payments called for under this Agreement shall be made

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within thirty (30) days after the date of the bills therefor. No payments shall be withheld because of any dispute as to the correctness of items in the bills rendered, and any discrepancies reconciled between the Parties hereto shall be adjusted in a subsequent invoice. The records of each Party hereto, insofar as they pertain to matters covered by this Agreement, shall be open at all reasonable times to inspection by the other Party for a period of three (3) years from the date of billing.

- (d) Bills rendered pursuant to the provisions of this Agreement, other than those set forth in Article 4(a), shall include direct labor and material costs, together with the surcharges, overhead percentages and equipment rentals as specified by AGS at the time any work is performed by AGS for CSXT or shall include actual costs and expense, upon mutual agreement of the Parties.

ARTICLE 5. MAINTENANCE OF SUBJECT TRACKAGE

- (a) AGS, as to the Subject Trackage other than the KCSR Segment, and KCSR, as to the KCSR Segment, shall maintain, repair and renew the Subject Trackage with their own supervision and labor. AGS, as to the Subject Trackage other than the KCSR Segment, and KCSR, as to the KCSR Segment, shall keep and

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maintain the Subject Trackage in reasonably good condition for the use herein contemplated, but AGS does not guarantee the condition of the Subject Trackage or that operations thereover will not be interrupted. AGS shall take all reasonable steps to ensure that any interruptions will be kept to a minimum. Furthermore, except as may be otherwise provided in Article 11, CSXT shall not by reason of failure or neglect on the part of AGS to maintain, repair or renew the Subject Trackage, have or make any claim or demand against AGS or its parent corporation, subsidiaries or affiliates, or their respective directors, officers, agents or employees for any injury to or death of any person or persons whomsoever, or for any damage to or loss or destruction of any property whatsoever, or for any damages of any nature suffered by CSXT resulting from any such failure or neglect.

- (b) AGS, as to the Subject Trackage other than the KCSR Segment, shall perform, at the expense of CSXT, such additional maintenance as CSXT may reasonably require or request.
- (c) AGS makes no representations or warranties as to the condition, maintenance, repair, renewal or continued viability for use of the KCSR Segment. CSXT shall have no claim against AGS for any injury to or death of any person

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or persons whomsoever, or for any damage to or loss or destruction of any property whatsoever, or for any damages of any nature suffered by CSXT resulting from the condition, maintenance, repair, renewal or continued viability for use of the KCSR Segment. CSXT acknowledges that AGS is granting these trackage rights over the KCSR Segment pursuant to consent received from KCSR, and that AGS does not make any representation or warranty as to the continuation of said consent. CSXT shall have no claim against AGS arising from the withdrawal, removal or any other failure of the grant or continuation of said KCSR consent.

ARTICLE 6. CONSTRUCTION AND MAINTENANCE OF CONNECTIONS

- (a) Existing connections or facilities which are jointly used by the Parties hereto under existing agreements shall continue to be maintained, repaired and renewed by and at the expense of the Party or Parties responsible for such maintenance, repair and renewal under such agreements.
- (b) Except as to the KCSR Segment if, in the opinion of CSXT, a new or upgraded connection is required at a point of permitted entry or exit other than the endpoints, or, if in the opinion of CSXT, other upgrading, including but not limited to switches, power switches, signals,

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communications, etc., is required for operational efficiency, then AGS will, subject to its own operational needs, cooperate and CSXT will be responsible for funding that construction/upgrading at actual cost or a cost mutually agreed to by AGS and CSXT. Such construction/upgrading shall be progressed as follows:

- (i) CSXT or others shall furnish all labor and material and shall construct such portions of the tracks located on the right-of-way of CSXT or others which connect the respective lines of the Parties hereto.
- (ii) AGS shall furnish all labor and material and shall construct such portions of the tracks located on the right-of-way operated by AGS which connect the respective lines of the Parties hereto. Upon termination of this Agreement, AGS may at its option remove any portion of trackage and appurtenances located on its right-of-way, constructed as a result of this Article, at the sole cost and expense of CSXT. The salvage material removed shall be released to CSXT or, as otherwise agreed upon, AGS will credit CSXT the current fair market value for said salvage.
- (iii) AGS will maintain, repair and renew the constructed/

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upgraded portions of the tracks located on the right of way operated by AGS which connect the respective lines of the Parties hereto at the sole cost and expense of CSXT.

ARTICLE 7. ADDITIONS, RETIREMENTS AND ALTERATIONS

- (a) AGS, from time to time and at its sole cost and expense, may make changes in, additions and betterments to or retirements from the Subject Trackage other than the KCSR Segment as shall, in its judgment, be necessary or desirable for the economical or safe operation thereof or as shall be required by any law, rule, regulation, or ordinance promulgated by any governmental body having jurisdiction. Such additions and betterments shall become a part of the Subject Trackage and such retirements shall be excluded from the Subject Trackage.
- (b) If the Parties agree that changes in or additions and betterments to the Subject Trackage other than the KCSR Segment, including changes in communication or signal facilities, are required to accommodate CSXT's operations beyond that required by AGS to accommodate its operations, AGS shall construct the additional or altered facilities and CSXT shall pay to AGS the cost thereof, including the annual

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expense of maintaining, repairing and renewing such additional or altered facilities.

ARTICLE 8. MANAGEMENT AND OPERATIONS

- (a) CSXT shall comply with the provisions of the Federal Locomotive Inspection Act and the Federal Safety Appliance Act, as amended, and any other federal and state and local laws, regulations and rules respecting the operation, condition, inspection and safety of its trains, locomotives, cars and equipment while such trains, locomotives, cars, and equipment are being operated over the Subject Trackage. CSXT shall indemnify, protect, defend, and save harmless AGS and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents and employees from and against all fines, penalties and liabilities imposed upon AGS or its parent corporation, subsidiaries or affiliates, or their respective directors, officers, agents and employees under such laws, rules, and regulations by any public authority or court having jurisdiction in the premises, when attributable solely to the failure of CSXT to comply with its obligations in this regard.
- (b) CSXT in its use of the Subject Trackage other than the KCSR

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Segment shall comply in all respects with the safety rules, operating rules and other regulations of AGS, and the movement of CSXT's trains, locomotives, cars, and equipment over the Subject Trackage other than the KCSR Segment shall at all times be subject to the orders of the transportation officers of AGS. CSXT in its use of the KCSR Segment shall comply in all respects with the safety rules, operating rules and other regulations of KCSR, and the movement of CSXT's trains, locomotives, cars, and equipment over the KCSR Segment shall at all times be subject to the orders of the transportation officers of KCSR. CSXT's trains shall not include locomotives, cars or equipment which exceed the width, height, weight or other restrictions or capacities of the Subject Trackage as published in Railway Line Clearances, and no train shall contain locomotives, cars or equipment which require speed restrictions or other movement restrictions below the maximum authorized freight speeds as provided by AGS's operating rules and regulations without the prior consent of AGS.

- (c) CSXT shall make such arrangements with AGS as may be required to have all of its employees who shall operate its trains, locomotives, cars and equipment over the Subject Trackage qualified for operation thereover, and CSXT shall

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pay to AGS, upon receipt of bills therefor, any cost incurred by AGS in connection with the qualification of such employees of CSXT, as well as the cost of pilots furnished by AGS, until such time as such employees are deemed by the appropriate examining officer of AGS to be properly qualified for operation as herein contemplated.

- (d) In the event of any investigation or hearing concerning the violation of any operating rule or practice by CSXT's employees while on the Subject Trackage, CSXT shall be notified in advance of any such investigation or hearing, and such investigation or hearing may be attended by any official designated by CSXT, and any such investigation or hearing shall be conducted in accordance with the collective bargaining agreements, if any, that pertain to CSXT's employee or employees required to attend such hearings.
- (e) AGS shall have the right to exclude from the Subject Trackage any employee of CSXT determined by the above, to be in violation of AGS's rules, regulations, orders, practices, or instructions issued by AGS's Timetable or otherwise. CSXT shall release, indemnify, defend, and save harmless AGS and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents and employees from and against any and all claims and expenses

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resulting from such exclusion.

- (f) The trains, locomotives, cars and equipment of CSXT, AGS, and any other present or future user of the Subject Trackage or any portion thereof, other than the KCSR Segment, shall be operated without prejudice or partiality to either Party and in such manner as will afford the most economical and efficient movement of all traffic. AGS makes no representation or warranty as to dispatching and operations over the KCSR Segment, and CSXT shall have no claim against AGS arising from the dispatching of traffic over the KCSR Segment.
- (g) In the event that a train of CSXT shall be forced to stop on the Subject Trackage, due to mechanical failure of CSXT's equipment, or any other cause not resulting from an accident or derailment, and such train is unable to proceed, or if a train of CSXT fails to maintain the speed required by AGS on the Subject Trackage, or if in emergencies, crippled or otherwise defective cars are set out of CSXT's trains on the Subject Trackage, AGS shall have the option to furnish motive power or such other assistance as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off the Subject Trackage, and CSXT shall reimburse AGS for the cost of

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rendering any such assistance.

- (h) If it becomes necessary to make repairs to or adjust or transfer the lading of such crippled or defective cars in order to move them off the Subject Trackage, such work shall be done by AGS, and CSXT shall reimburse AGS for the cost thereof.
- (i) In the event AGS and CSXT agree that AGS should retain employees or provide additional employees for the sole benefit of CSXT, the Parties hereto shall enter into a separate agreement under which CSXT shall bear all cost and expense for any such retained or additional employees provided, including without limitation all cost and expense associated with labor protective payments which are made by AGS and which would not have been incurred had the retained or additional employees not been provided.

ARTICLE 9. MILEAGE AND CAR HIRE

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

ARTICLE 10. CLEARING OF WRECKS

Whenever CSXT's use of the Subject Trackage other than the

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KCSR Segment requires rerailing, wrecking service or wrecking train service, AGS shall perform or provide such service, including the repair and restoration of roadbed, track and structures. The cost, liability and expense of the foregoing, including without limitation loss of, damage to, or destruction of any property whatsoever and injury to and death of any person or persons whomsoever or any damage to or destruction of the environment whatsoever, including without limitation land, air, water, wildlife, and vegetation, resulting therefrom, shall be apportioned in accordance with the provisions of Article 11 hereof. All locomotives, cars, and equipment and salvage from the same so picked up and removed which is owned by or under the management and control of or used by CSXT at the time of such wreck, shall be promptly delivered to CSXT.

ARTICLE 11. LIABILITY

Except for operations in whole or in part as to the KCSR Segment, the responsibility and liability between AGS and CSXT for: (i) any personal injury or death of any person (including employees of the Parties and third persons), (ii) any real or personal property damage of any person (including property of the Parties

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and third persons), (iii) any damage or destruction to the environment (including land, air, water, wildlife and vegetation), and (iv) all cleanup and remedial expenses, court costs, settlements, claims, judgments, litigation expenses and attorney's fees resulting from the use of the Subject Trackage by either Party as described herein, all of which are collectively referred to as a "Loss", shall be divided as follows:

- (a) If a Loss occurs on the Subject Trackage involving solely the trains, locomotives, equipment, or employees of either AGS or CSXT, then that Party is solely responsible for the Loss, even if caused partially or completely by the other Party.
- (b) If a Loss occurs on the Subject Trackage involving the trains, locomotives, and/or the employees of both AGS and CSXT, then: (i) each is solely responsible for any Loss to its own employees, locomotives and equipment in its own account including lading and (ii) AGS and CSXT are equally responsible for any Loss to the Subject Trackage and Loss sustained by third parties, regardless of the proportionate responsibility between them as to the cause of the Loss, unless the Loss was caused solely by one Party. In that event, the Party causing the loss is solely responsible.

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- (c) For purposes of assigning responsibility of a Loss under this Article as between AGS and CSXT hereto, a Loss involving only one of the Parties to this Agreement and a third party or parties shall be construed as being the sole responsibility of that one Party to this Agreement.
- (d) Whenever any liability, cost, or expense is assumed by or apportioned to a Party hereto under the foregoing provisions, that Party shall forever protect, defend, indemnify, and save harmless the other Party to this Agreement and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents, and employees from and against that liability, cost and expense assumed by that Party or apportioned to it, regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of the indemnitee or its directors, officers, agents or employees.
- (e) In every case of death or injury suffered by an employee of either AGS or CSXT, when compensation to such employees or employee's dependents is required to be paid under any workmen's compensation, occupational disease, employers' liability or other law, and either of said Parties, under the provisions of this Agreement, is required to pay said

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compensation, if such compensation is required to be paid in installments over a period of time, such Party shall not be released from paying any such future installments by reason of the expiration or other termination of this Agreement prior to any of the respective dates upon which any such future installments are to be paid.

- (f) For purposes of determining liability, pilots furnished by AGS to CSXT pursuant to this Agreement shall be considered as the employees of CSXT while such pilots are on board or getting on or off trains of CSXT.
- (g) For the purpose of determining liability associated with construction, maintenance, repair and renewal of connections as provided in Article 6 (b)(ii), all work performed by AGS shall be deemed performed for the sole benefit of CSXT and, CSXT shall be fully liable for all costs and expense of any and all loss, damage, destruction, injury and death resulting from, arising out of, incidental to or occurring in connection with said construction, maintenance, repair and renewal except when such cost and expense of loss, damage, destruction, injury or death is caused by the sole negligence of AGS. CSXT shall protect, indemnify, and save harmless AGS and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers,

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agents and employees from and against any and all expense and liability for which CSXT is responsible.

- (h) If any suit or action shall be brought against either AGS or CSXT for damages which under the provisions of this Agreement are in whole or in part the responsibility of the other Party, said other Party shall be notified in writing by the Party sued, and the Party so notified shall have the right and be obligated to take part in the defense of such suit and shall pay a proportionate part of the judgment and costs, expense and attorneys' fees incurred in such suit according to its liability assumed hereunder.
- (i) Notwithstanding the provisions of Article 19(f), for the purpose of Article 11, the word "equipment" shall mean and be confined to (i) cabooses, (ii) vehicles and machinery which are capable of being operated on railroad tracks that, at the time of an occurrence, are being operated on the Subject Trackage, and (iii) vehicles and machinery that, at the time of an occurrence, are on the Subject Trackage or its right of way for the purpose of maintenance or repair thereof or the clearing of wrecks thereon.

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- (j) Notwithstanding the above, each Party shall assume and bear all responsibility for Loss caused by acts or omissions of any of its employees while under the influence of drugs or alcohol.

ARTICLE 12. LIABILITY ON THE KCSR SEGMENT

CSXT acknowledges that, for the purpose of application of the liability provisions in the KCSR Trackage Rights Agreement, as between AGS and KCSR, CSXT trains moving pursuant to this Agreement will be considered to be NSR trains, CSXT equipment will be considered to be NSR equipment, and CSXT employees will be considered to be NSR employees. CSXT agrees to indemnify and hold harmless for all costs and expenses, including but not limited to litigation expenses, fines and employee protective costs, arising from its operations in whole or in part over the KCSR Segment that are allocated to NSR under the KCSR Trackage Rights Agreement.

ARTICLE 13. CLAIMS

- (a) The Parties shall agree between themselves on the most fair, practical and efficient arrangements for handling and administering freight loss and damage claims with the intent that (i) each Party shall be responsible for losses

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occurring to lading in its possession for the account of such Party and (ii) the Parties shall follow relevant Association of American Railroads (AAR) rules and formulas in providing for the allocation of losses which are either of undetermined origin or in cars handled in interline service by or for the account of the Parties.

- (b) Each Party shall indemnify and hold harmless the other Parties against any and all costs and payments, including benefits, allowances, and arbitration, administrative and litigation expenses, arising out of claims or grievances made by or on behalf of or lawsuits brought by or on behalf of its own employees or their collective bargaining representatives, either pursuant to employee protective conditions imposed by a governmental agency upon the agency's approval or exemption of this Agreement and operations hereunder or pursuant to a collective bargaining agreement. It is the Parties' intention that each Party shall bear the full costs of protection of its own employees under employee protective conditions that may be imposed, and of grievances filed by its own employees arising under its collective bargaining agreements with its employees.

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ARTICLE 14. DEFAULT AND TERMINATION

- (a) In the event of any substantial failure on the part of CSXT to perform its obligations provided under the terms of this Agreement and its continuance in such default for a period of sixty (60) days after written notice thereof by certified mail from AGS, AGS shall have the right at its option, after first giving thirty (30) days written notice thereof by certified mail, and notwithstanding any waiver by AGS of any prior breach thereof, to terminate the Trackage Rights and CSXT's use of the Subject Trackage. The exercise of such right by AGS shall not impair its rights under this Agreement or any cause or causes of action it may have against CSXT for the recovery of damages.
- (b) The rights, benefits, duties and obligations running from or to CSXT under this Agreement shall in all events expire (except liabilities incurred prior to termination) upon the earlier of the termination of this Agreement and the withdrawal, removal or any other failure of the grant or continuation of KCSR's consent of CSXT to utilize the KCSR Segment.

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ARTICLE 15. REGULATORY APPROVAL

- (a) Should this Agreement require the prior approval of the Surface Transportation Board (STB), CSXT at its own cost and expense shall initiate and thereafter diligently pursue an appropriate application or petition to secure such approval. AGS shall assist and support efforts of CSXT to secure any necessary STB approval of this Agreement.
- (b) Should the STB at any time during the term of this Agreement impose any labor protective conditions upon one or more of the arrangements covered by it, CSXT, solely shall be responsible for any and all payments in satisfaction of such conditions.

ARTICLE 16. ARBITRATION

Any dispute, controversy or claim (or any failure by the Parties to agree on a matter as to which this Agreement expressly or implicitly contemplates subsequent agreement by the Parties, except for matters left to the sole discretion of a Party) arising out of or relating to this Agreement, or the breach, termination or validity hereof, shall be finally settled through binding arbitration by a sole, disinterested arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall be jointly selected by the Parties but, if the Parties do not agree on an arbitrator within 30 days after demand for arbitration is made by

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a Party, they shall request that the arbitrator be designated by the American Arbitration Association. The award of the arbitrator shall be final and conclusive upon the Parties. Each Party to the arbitration shall pay the compensation, costs, fees and expenses of its own witnesses, experts and counsel. The compensation and any costs and expenses of the arbitrator shall be borne equally by the Parties. The arbitrator shall have the power to require the performance of acts found to be required by this Agreement, and to require the cessation or nonperformance of acts found to be prohibited by this Agreement. The arbitrator shall not have the power to award consequential or punitive damages. The arbitrator's award shall be binding and conclusive upon the Parties to the fullest extent permitted by law. Judgment upon the award rendered may be entered in any court having jurisdiction thereof, which court may award appropriate relief at law or in equity. All proceedings relating to any such arbitration, and all testimony, written submissions and award, of the arbitrator therein, shall be private and confidential as among the Parties, and shall not be disclosed to any other Party, except as required by law and except as reasonably necessary to prosecute or defend any judicial action to enforce, vacate or modify such arbitration award.

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ARTICLE 17. TERM AND TERMINATION

- (a) This Agreement shall be effective upon the date first above written and shall remain in full force and effect for One Hundred (100) Days or upon notification by CSXT to AGS that CSXT's lines of railroad between Pascagoula and New Orleans have been restored to service, whichever is earlier. Either Party may terminate this Agreement by ten (10) days written notice to the other Party.
- (b) Upon termination of this Agreement, all right possessed by CSXT to operate over the Subject Trackage shall be terminated. CSXT acknowledges the application of labor protection conditions imposed by the Surface Transportation Board to its discontinuance of the trackage rights covered by this Agreement, and agrees to use its best efforts to satisfy any such conditions necessary to discontinuance of its rights on or before the 180th day following the effective date of this Agreement or the date of the restoration to service of its Pascagoula- New Orleans line, whichever is earlier.

(c)

ARTICLE 18. SUCCESSORS AND ASSIGNS

- (a) Except as provided herein, neither this Agreement (including

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the documents and instruments referred to herein) nor any of the rights, interests or obligations hereunder, shall be assigned by any Party, including by operation of law, without the prior written consent of the other Party, except to a controlled subsidiary.

- (b) Any Party without the consent of the other Party may assign all of its rights and obligations under this Agreement only to any successor in the event of a merger, consolidation, sale of all or substantially all its assets, if such assignee executes and delivers to the other Party hereto an agreement reasonably satisfactory in form and substance to such other Party under which such assignee, which is reasonably satisfactory to the other Party, assumes and agrees to perform and discharge all the obligations and liabilities of the assigning Party; provided that any such assignment shall not relieve the assigning Party from the performance and discharge of such obligations and liabilities.

ARTICLE 19. NOTICE

Any notice required or permitted to be given by one Party to another under this Agreement shall be deemed given on the date sent by certified mail, or by such other means as the Parties may

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agree, and shall be addressed as follows:

If to CSXT: Director-Joint Facilities
 CSX Transportation, Inc. J801
 500 Water Street
 Jacksonville, FL 32202

If to AGS: Executive Vice President Operations
 Norfolk Southern Railway Company
 Three Commercial Place
 Norfolk, VA 23510-2191

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

ARTICLE 20. GENERAL PROVISIONS

- (a) This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and not for the benefit of any other party. Nothing herein contained shall be taken as creating or increasing any right of any other party to recover by way of damages or otherwise against any of the Parties hereto.
- (b) This Agreement contains the entire understanding of the Parties hereto and supersedes any and all oral understandings between the Parties.
- (c) No term or provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in

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writing and signed by all Parties to this Agreement.

- (d) All words, terms and phrases used in this Agreement shall be construed in accordance with the generally applicable definition or meaning of such words, terms and phrases in the railroad industry.
- (e) All Article headings are inserted for convenience only and shall not affect any interpretation of this Agreement.
- (f) As used in this Agreement, whenever reference is made to the trains, locomotives, cars or equipment of, or in the account of, one of the Parties hereto, such expression means the trains, locomotives, cars and equipment in the possession of or operated by one of the Parties and includes such trains, locomotives, cars and equipment which are owned by, leased to, or in the account of such Party. Whenever such locomotives, cars or equipment are owned or leased by one Party to this Agreement and are in the possession or account of another Party to this Agreement, such locomotives, cars and equipment shall be considered those of the other Party under this Agreement.
- (g) This Agreement is the result of mutual negotiations of the Parties hereto, none of whom shall be considered the drafter for purposes of contract construction.
- (h) No Party hereto may disclose the provisions of this

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Agreement to an outside party, excluding a parent, subsidiary or affiliate company, without the written consent of the other Party, except as otherwise required by law, regulation or ruling.

ARTICLE 21. INDEMNITY COVERAGE

As part of the consideration hereof, each Party hereby agrees that each and all of its indemnity commitments in this Agreement in favor of the other Party shall also extend to and indemnify the parent corporation, subsidiaries and affiliates of such other Party, and all of their respective directors, officers, agents and employees.

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

WITNESS

CSX TRANSPORTATION, INC.

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_____ By _____

WITNESS

THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY

_____ By _____
Executive Vice President Operations