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CSX Transportation, Inc.
Commercial Administration
500 Water Street
Jacksonville, FL 32202

CSXT **4849**

Rules Tariff
Governing Compliance with
Transportation Security Administration Regulations
For the Chain of Custody and Control of
Specified Rail Security-Sensitive Materials

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Article I. APPLICATION

The TSA has adopted certain regulations contained at 49 Code of Federal Regulations Parts 1520 and 1580 that are designed to enhance the security of certain Rail Security Sensitive Materials that are transported by the rail system of the United States. Some of the regulations deal with the chain of custody of those materials. CSXT has adopted these Rules to specify the conditions pursuant to which CSXT will accept, transport, interchange and deliver such materials pursuant to the TSA Regulations.

Article II. DEFINITIONS

For the purpose of this Tariff, the following terms shall be defined:
A. CFR—means the Code of Federal Regulations of the United States.
B. CIPL—means Compliant Interchange Point List.
C. Compliant Interchange Point—means an interchange point where RSSM Cars that may subsequently transit an HTUA may be interchanged between CSXT and another railroad in compliance with TSA Regulations, as listed in Article III of this Tariff.
D. CSXT—means CSX Transportation, Inc. and its rail subsidiaries and affiliates**.**
E. Customer—means the RSSM Shipper, RSSM Receiver or third party responsible for the payment of the line haul rates and accessorial charges associated with the transportation of RSSM shipments.
F. Destination—means the rail station where an RSSM shipment terminates.
G. HTUA—means a High Threat Urban Area comprising one or more cities and surrounding areas including a 10-mile buffer zone, as listed in Appendix A to Title 49 C.F.R. Part 1580.
H. Interchange Point—means all interchange points between CSXT and another railroad where freight cars are physically capable of being exchanged by CSXT with another railroad.
I. Origin—means the rail station where an RSSM shipment begins.
J. RSA—means a "rail secure area" as defined in 49 C.F.R. §1580.3.
K. RSSM—means one or more of the categories and quantities of hazardous materials set forth in 49 C.F.R. §1580.100(b), including:
    (1) A rail car containing more than 2,268 kg (5,000 lbs) of a Division 1.1, 1.2, or 1.3 (explosive) material, as defined in 49 CFR 173.50;
    (2) A tank car containing a material poisonous by inhalation as defined in 49 CFR 171.8, including anhydrous ammonia, Division 2.3 gases poisonous by inhalation as set forth in 49 CFR 173.115(c), and Division 6.1 liquids meeting the defining criteria in 49 CFR 173.132(a)(1)(iii) and assigned to hazard zone A or hazard zone B in accordance with 49 CFR 173.133(a), excluding residue quantities of these materials; and
    (3) A rail car containing a highway route-controlled quantity of a Class 7 (radioactive) material, as defined in 49 CFR 173.403.

L. RSSM Car—means a rail car or tank car containing an RSSM shipment.
M. RSSM Receiver—means a rail hazardous materials receiver, as defined in 49 C.F.R. §1580.3.
N. RSSM Shipper—means a rail hazardous materials shipper, as defined in 49 C.F.R. §1580.3.
O. Tariff—means this CSXT Tariff 4849, as amended or superseded.
P. TSA—means the Transportation Security Administration of the Department of Homeland Security.
Q. TSA Regulations—means the regulations of the TSA contained in 49 C.F.R. Parts 1520 and 1580, as amended, supplemented or superseded.

Article III. COMPLIANT INTERCHANGE POINTS AND RAILROADS

CSXT has reviewed the conditions that currently exist at the various locations where CSXT has exchanged RSSM cars with other railroads in the United States over a 12-month period. CSXT has determined that certain of these Interchange Points meet the requirements of the TSA Regulations to be classified as Compliant Interchange Points and that other of these locations do not. CSXT has further determined that the conditions at certain Interchange Points vary from railroad to railroad and that the interchange with certain railroads may be compliant while the interchange with other railroads at the same Interchange Point is not.

The below listed Compliant Interchange Points and the below listed railroads at those Interchange Points have been determined by CSXT to currently meet the requirements of the TSA Regulations for the interchange of RSSM shipments that may subsequently transit an HTUA between CSXT and the designated railroads. The Compliant Interchange Points and railroads must be clearly identified on each Bill of Lading. No additional action is required by the Customer to consign shipments via a Compliant Interchange Point and compliant railroads.

Compliant Interchange Point	Date Added To This List	Compliant Railroad(s)
Atlanta - CCBNS	March 11, 2009	NS
Avon - QININR	March 11, 2009	INRD
Avon - QINLIR	March 11, 2009	LIRC
Birmingham - SBIBNS	March 11, 2009	BNSF
Buffalo - QBUNS	March 11, 2009	NS
Buffalo - QBUCN	March 11, 2009	CN
Buffalo - QBUCP	March 11, 2009	CPRS
Cayce - SCONS	March 11, 2009	NS
Chattanooga - LCTNS	March 11, 2009	NS
Chicago - DCGBNS	March 11, 2009	BNSF
Chicago - DCGIHB	March 11, 2009	IHB
Chicago - DCGIAI	March 11, 2009	IAIS
Chicago - DCGCP	March 11, 2009	CPRS
Chicago - DCGUP	March 11, 2009	UP
Chicago - LCGUP	March 11, 2009	UP, ICE
Chicago – LCGCN, DCGCN	March 11, 2009	BRC, CN
Cincinnati - LCIIOR	March 11, 2009	IORY
Cincinnati - LCINS	March 11, 2009	NS
Columbus - CCBNS	March 11, 2009	NS
E Savannah - SSASAP	March 11, 2009	SAPT
E Savannah - SSANS	March 11, 2009	NS
E Savannah - SSAGIT	March 11, 2009	GITM
E Savannah - SSARSO	March 11, 2009	RSOR
E. St Louis - LESUP	March 11, 2009	UP
E. St Louis - LESBNS	March 11, 2009	BNSF
E. St Louis - LSLUP	March 11, 2009	UP
E St Louis – QESALS	March 11, 2009	ALS
E. SL Madison - LESTRR	March 11, 2009	TRRA
Evansville - LEVEVW	March 11, 2009	EVWR
Grand Rapids - CGRMQT	March 11, 2009	MQT
Jacksonville - SJAFEC	March 11, 2009	FEC
Jacksonville - SJANS	March 11, 2009	NS
Louisville - LLONS	March 11, 2009	NS
Louisville- LLOPAL	March 11, 2009	PAL
Madison - QMDTRR	March 11, 2009	TRRA

Memphis Yard - LMPBNS	March 11, 2009	BNSF
Memphis - LMPCN	March 11, 2009	CN
Mobile - LMBCGR	March 11, 2009	CGR
New Castle - BNEBPR	March 11, 2009	BPRR
New Castle - BNENCR	March 11, 2009	NCIR
New Orleans - LNONOP	March 11, 2009	NOPB
New Orleans - LNOCN	March 11, 2009	CN
New Orleans - LNOBNS	March 11, 2009	BNSF
Orlando - SORCFE	March 11, 2009	FCEN
Salem - BSMUP, QSMUP	March 11, 2009	UP
Sibert - LMBNS	March 11, 2009	NS
Sibert - LMBTAS	March 11, 2009	TASD
Sibert - LMBCN	March 11, 2009	CN
SL Gateway - LESALS	March 11, 2009	ALS
Toledo Stanley - QTOCN	March 11, 2009	CN
Toledo - CTOCN	March 11, 2009	CN
W Rose Lake - QESKCS	March 11, 2009	KCS
W Rose Lake - QESUP	March 11, 2009	UP

CSXT reserves the right to modify the foregoing list at any time in order to comply with the TSA Regulations.

CSXT will not accept any RSSM Car at, or for transportation to, any other Interchange Point on the CSXT rail system if it may subsequently transit an HTUA.

Article IV. REQUESTS FOR ADDITIONAL COMPLIANT INTERCHANGE POINTS AND RAILROADS

CSXT will, pursuant to the provisions described herein, consider requests from Customers for the review and possible addition of Interchange Points and railroads to the TSA Compliant Interchange Point List in Article III.

In order to be considered by CSXT for inclusion as a Compliant Interchange Point, a Customer must submit a written application to CSXT, as described below.

The application must consist of the following:
1) Name and address of Customer
2) Name and STCC Code of each RSSM sought to be interchanged
3) Name of the Interchange Point and each railroad with which CSXT is to interchange Cars at the requested Interchange Point.
4) Any other information the Customer deems may be necessary or useful for CSXT to consider in assessing the requested interchange, such as car type and capacity, expected volumes by month or year, single car, multi-car or unit train shipments.
5) A non-refundable application review charge of $1,000.00 in US Funds, payable in advance.
6) Applications should be submitted to: Market Manager, Chlor-Alkali and TIH Chemicals, CSX Transportation, Inc., 500 Water Street, J875, Jacksonville, FL 32202.

Upon receipt of a complete application, CSXT will conduct a review of the designated Interchange Point. If, upon completion of the review, the Interchange Point is found to meet the requirements of the TSA Regulations, the Interchange Point and qualifying railroads will be added to the list of Compliant Interchange Points.

A Compliant Interchange Point will normally remain on the CIPL for at least one (1) year from the date of inclusion but may be deleted from the CIPL at any time by CSXT upon not less than twenty (20) days advance written notice.

Notwithstanding any other provision of this Tariff, a Compliant Interchange Point may be deleted from the CIPL without prior notice if CSXT determines that it no longer meets the requirements of the TSA Regulations for interchange of RSSM cars.

Article V. RSSM CARS TENDERED FOR SHIPMENT AT ANY ORIGIN

All CSXT customers tendering RSSM Cars for transportation at any origin must have an attendant physically at the customer's facility at the time of arrival of the CSXT train designated to accept the RSSM Car for transportation. The Customer attendant must provide his/her name to the CSXT crew promptly upon arrival of the CSXT train.

As CSXT cannot provide any precise advance notice of the arrival of the CSXT train for this service, CSXT strongly recommends that the Customer staff its HTUA facility on a 24 hours per day, 7 days per week basis.

If for whatever reason, a Customer attendant is not available at the Customer's facility at the time of initial arrival of the CSXT train, CSXT will not accept tender of the RSSM Cars and reserves the right to assess a charge of $1000 against the Customer for each failure to provide an attendant. For subsequent efforts to accept tender of the RSSM Cars from the Customer, CSXT reserves the right to charge an additional switch charge for the switching of a hazardous chemicals car, set forth in Item 6820 of CSXT Tariff 8100.

In the event of repeated Customer failure to have an attendant available promptly upon arrival of CSXT trains, CSXT reserves the right to suspend service until reasonable assurances of future compliance are given to CSXT.

Article VI. TENDER OF RSSM CAR VIA A NONCOMPLIANT INTERCHANGE POINT

Should a Customer tender a Bill of Lading or Shipping Document that routes an RSSM Car via an Interchange Point not in the CIPL (or via a Railroad not listed in the CIPL for that Interchange Point) and such shipment may subsequently transit through an HTUA, CSXT will return the RSSM Car to the Customer at the Origin and reserves the right to assess a charge of $5,000 against the Customer for the erroneous tender of the RSSM Car.

The foregoing charge will not be assessed against the Customer for the foregoing erroneous tender between April 1, 2009 and July 31, 2009 if (i) CSXT identifies the error and is able to hold the RSSM Car in the serving yard and (ii) the Customer, within forty-eight (48) hours from notice from CSXT, provides new routing instructions to CSXT that do not include the routing via a Non-Compliant Interchange or non-compliant railroad or through an HTUA.

Article VII. SHIPMENT OF RSSM CARS TO CONSIGNEES IN HTUA DESTINATIONS

Prior to the tender of an RSSM Car to an RSSM Receiver located in a HTUA Destination, the Customer must determine that the RSSM Receiver is in compliance with the TSA Regulations and has an RSA for the receipt of the RSSM Car and that the RSSM Receiver has certified to CSXT that the Receiver is RSA compliant.

As CSXT cannot provide any precise advance notice of the arrival of the CSXT train for this service, CSXT strongly recommends that the RSSM Receiver staff its HTUA facility on a 24 hours per day, 7 days per week basis.

If for whatever reason, an RSSM Receiver attendant is not available at the RSSM Receiver's facility at the time of initial arrival of the CSXT train, CSXT will not deliver the RSSM Cars and reserves the right to assess a charge of $1000 against either the Customer or the RSSM Receiver for the failure to provide an attendant. For subsequent efforts to deliver the RSSM Cars to the RSSM Receiver, CSXT reserves the right to charge an additional switch charge for the switching of a hazardous chemicals car, set forth in Item 6820 of CSXT Tariff 8100.

CSXT will not deliver an RSSM Car to a Receiver in a HTUA that is not RSA compliant and certified as such to CSXT. If such an RSSM Car is received by CSXT, the RSSM Car will be constructively placed by CSXT at a location chosen by CSXT for up to forty-eight (48) hours. Customer must provide diversion instructions to CSXT via a route and to a Destination that are both in compliance with the TSA Regulations within the aforementioned forty-eight (48) hour time period. Customer is responsible for any additional line haul rate and demurrage and diversion charges resulting from the failure to comply with this provision.

In the event of repeated RSSM Receiver failure to have an attendant available promptly upon arrival of CSXT trains, CSXT reserves the right to suspend service until reasonable assurances of future compliance are given to CSXT.

This provision will not apply if the RSSM Receiver has obtained an exemption from the TSA from the RSA requirements pursuant to 49 C.F.R. §1580.107(j) or any subsequent regulation and has provided CSXT with a copy of such TSA exemption.