CSX



8200

CSX
TRANSPORTATION

PUBLICATION
CSXT 8200

Terms and Conditions of
Service & Prices for Accessorial
Services & Common Carrier Line-Haul
of COAL, COKE & IRON ORE



8200

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SECTION 1

INTRODUCTION

CSX Transportation is North America's largest Class I Railroad east of the Mississippi River. With 20,000 route miles of track in serving 26 states, Washington, D.C., Ontario, and Quebec, CSXT can help you tap into the economies of rail for shipments to some of the largest population centers in the nation. CSX also links more than 240 short line and regional railroads and more than 70 ocean, river, and lake ports with major population centers and farming towns alike.

How we work for you.

We strive to provide all of our customers with cost-efficient, environmentally-friendly transportation solutions that are backed by unmatched customer service. This publication provides the terms and conditions of coal, coke, and iron ore service associated with CSX Transportation.
If you have any questions about the terms and conditions in this publication, please contact S&MCOAL@CSX.com or your sales representative.
If you have questions about the electronic tools described in this publication, please contact us at 1-877-SHIPCSX (1-877-744-7279, Prompt 2, Prompt 1, 5) or visit www.shipcsx.com.







These Terms and Conditions supplement and expand upon the fundamental rules of service established in Publication CSXT 8100, which apply to coal, coke, and iron ore services to the extent not inconsistent with this publication. To help with cross-referencing, the index to CSXT 8100 is reprinted in the appendix, section 10.5, of this publication.

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SECTION 1

RULES

GENERAL RULES (1.1)

Thank you for partnering with CSX Transportation, Inc. (“CSXT” or “the company”) for your freight and logistics needs. The purpose of this publication is to provide our customers and their customers with a clear understanding of the rules and fees associated with our coal, coke and iron ore transportation services, including charges for switching, demurrage, weighing, and private railcar storage fees.

The Terms and Conditions of Service published here apply to all coal, coke, and iron ore transportation services provided by CSXT and all coal, coke, and iron ore railcars while on our network. If your shipment involves interline service, the rules, terms, and conditions of service published by each other participating carrier apply while your shipment is on its network.

These Terms and Conditions supersede and replace the former Publication CSXT 8200 and its predecessors. Specific terms and conditions for line-haul transportation, including rates, are frequently provided in more specific publications and contracts. These terms take precedence over the terms in Publication CSXT 8100. In the event of any conflict between the terms found here and any other CSXT publication or contract, the terms of the other CSXT publication or contract takes precedence.

By arranging for services with CSXT, a customer, or any third party acting under the direction or on behalf of a customer, authorizes and accepts all the rules, requirements and applicable charges contained within this publication. In addition, any action taken by a customer, or any other carrier, that:

- Initiates,
- Accepts delivery of, or
- Affects a movement or supplemental service in CSXT’s network

...also constitutes acceptance by that customer or carrier of all the rules, requirements and applicable charges established here.

APPLICABILITY AND INTERPRETATION (1.1.1)

Unless explicitly stated otherwise in an existing publication or contract, all references made to the former Publication CSXT 8200 or its predecessors now refer to the specifics established here.

In these Terms and Conditions:

- References to Section numbers in these Terms and Conditions refer to the content they denote (Specific section numbers that may have been updated or changed are referenced for your convenience in the Item Cross Reference posted at CSX.com.)
- Anywhere it states that CSXT “may” act, the use of “may” means the action is at CSXT’s discretion.
- Certain terms used in these Terms and Conditions have the meaning ascribed to them in the Glossary.
- Except when a specific shipment size is referenced, all these provisions govern both unit trains and less-than-unit train shipments.

In the event that any term, condition, or requirement of these Terms and Conditions is found to be void or unenforceable, all other terms, conditions, and requirements still remain in full force and effect.

INCLUSION OF TARIFFS, ITEMS, NOTES, RULES, ETC. (1.1.2)

These Terms and Conditions incorporate the non-conflicting provisions of the Uniform Straight Bill of Lading, CSXT Publication 8100, as well as CSXT’s other rules, all applicable statutes, regulations, AAR and other industry standards, requirements, and procedures that would apply without being specifically listed.

FORCE MAJEURE (1.1.3)

CSXT and customers are excused from their obligations under these Terms and Conditions to the extent prevented or delayed by a force majeure event. The party claiming force majeure must notify all parties as soon as practical upon the beginning and ending of the force majeure condition.

Force majeure events include Acts of God, failure of computer or telecommunications equipment necessary to the safe loading of trains, authority of law, labor disputes, weather impediments, fire, explosion, war, insurrection, threatened or actual acts of terrorism or other like causes beyond the party’s control. Downturns in the economy and changes in market conditions are NOT considered force majeure conditions.

CLAIMS RELATING TO LOSS, DELAY, OR DAMAGED FREIGHT (1.1.4)

All such matters are governed by Section 7 of Publication CSXT 8100.

CURRENCY (1.1.5)

Charges established by this publication are stated in U.S. dollars unless otherwise stated, and are payable in the same.

TRANSPORTATION RULES (1.2)

SHIPPING INSTRUCTIONS (1.2.1)

CSXT accepts shipping instructions and accessorial service requests delivered through ShipCSX.com or via previously agreed-upon means of Electronic Data Interchange.

The following services are not available:

- Railcars tendered as Held for Inspection, Order, or Order Notify
- Railcars consigned in any manner that requires CSXT to hold a railcar and not make delivery until a proper release order, or security (in accordance with Uniform Freight Classification, Rule 7) for the goods, is provided.

The origin will typically tender the shipping instructions to CSXT at the time railcars are pulled from the origin. Origins that electronically tender the shipping instructions to CSXT must do so within two (2) hours of departure of the loaded car from the origin. A late billing charge of $1,800 per unit train may be assessed against the origin when the bill of lading is not provided to CSXT within this time period.

OTHER CHANGES TO SHIPPING INSTRUCTIONS (1.2.2)

Refer to the CSXT 8100 Publication, Section 1.2.5 - Shipping Instructions, for details.

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SECTION 2

RESERVATIONS

CSXT uses a reservation process, the Unit Train Management System, to match consignee demand, consignor supply and CSXT capacity to achieve efficient and reliable Unit Train operations. The reservation system must be used by all parties for each step in the reservation process, from the initial reservation request through the release and rerouting to an origin of the empty Railcars after unloading. The Unit Train Management System instructions on how to use it are located at www.shipcsx.com.

UNIT TRAIN MANAGEMENT SYSTEM (2.1)

CSXT uses a reservation process, the Unit Train Management System, to match consignee demand, consignor supply, and CSXT capacity to achieve efficient and reliable coal, coke, and iron ore train operations. The reservation system must be used by all parties for each step in the reservation process, from the initial reservation request through the release and rerouting to an origin of the empty Railcars after unloading. The Unit Train Management System instructions on how to use it are located at www.shipcsx.com.

The Unit Train Management System:

- Does NOT establish binding commitments on any of the parties to a reservation except as specifically stated in ShipCSX.
- Does NOT constitute a tender or an offer of a particular contract for transportation of coal, coke or iron ore.

Customers desiring unit train transportation service must provide proposed monthly loading schedules to CSXT through the Unit Train Management System. These monthly loading schedules must include all volume, timing, and loading information requested by the Unit Train Management System. Customers must endeavor to include in each proposed monthly loading schedule a pro rata portion of the tons customer expects to ship during any given annual or other applicable period.

Refer to the CSXT 8100 Publication, Section 5.5 - UNIT TRAINS, for charges.

MONTHLY PRO RATA SCHEDULING (2.2)

Customers desiring Unit Train transportation service must provide proposed monthly loading schedules to CSXT through ShipCSX. These monthly loading schedules must include all volume, timing, and loading information requested by the Unit Train Management System. Customers must endeavor to include in each proposed monthly loading schedule a pro rata portion of the shipments Customer expects to tender during any given annual or other applicable period.

CHANGE REQUESTS (2.3)

Refer to the CSXT 8100 Publication, Section 5.5 - UNIT TRAINS, for details.

HOLDING OF TRAINS (2.4)

When Unit Trains are held other than for CSXT's convenience, we may assess the responsible customer a minimum of $11,250 per Unit Train carrying non-hazardous cargo per day or $25,000 per Unit Train carrying any commodity of regulated, hazardous commodities per day.

RECREWING (2.5)

When customer actions result in CSXT having to recrew a Unit Train, CSXT may charge the customer a recrew charge of $3,000.

POWER (2.6)

When customer actions result in CSXT locomotives exceeding 24 hours at origin or destination, CSXT may charge the customer at the current rate of $100 per hour per locomotive until the train is released to CSX to pull.

SECTION 3

EQUIPMENT

In order to provide customers with quality rail service, railcars need to be available, in clean and operational condition. At CSXT, we appreciate your efforts to promptly return railcars in the same clean, functional condition in which you expect to receive them.

CSXT SYSTEM RAILCAR CLEANING (3.1)

The cleaning of railcars is generally governed by Section 1.3.9 of Publication CSXT 8100.

RAILCAR REJECTION (3.2)

RAILCAR REJECTION PROCEDURES (3.2.1)

Customers may reject a railcar if the railcar is mechanically defective, or when it contains trash, debris or foreign material left in the railcar making it unsuitable for loading.

Rejected empty railcars in a loaded coal train can pose a significant safety risk. Customers must, therefore, follow these procedures for dealing with the disposition, billing and placement of empty rejected railcars:

1. As soon as possible, the origin's operator must notify CSXT of the railcar's identification. CSXT should be immediately notified by:
   - FAXING a completed reject form to 1-800-343-6965, or
   - CALLING CSXT Customer Operations at 1-877-ShipCSX (1-877-744-7279, Prompt 5, Prompt 2, Prompt 3)
2. The origin's operator must also advise the CSXT train crew whenever an empty railcar is included in a train. Origin operators that are responsible for their own switching must switch empty railcars out of the train and place them on the rear of the train before releasing the train to CSXT. If such an origin's operator fails to switch empty railcars to the rear of the train and CSXT crews switch the empty railcars to the back of the train, the origin's operator may be subject to switching charges.
3. If a railcar is in need of repair, upon receipt of notice, the railcar owner must promptly provide repair disposition instructions under the AAR interchange rules or other governing documents.

PRIVATE RAILCAR PER DIEM AND MILEAGE (3.3)

CSXT will not be held responsible for, or pay, per diem or mileage allowance payments with respect to customer owned, leased or otherwise provided railcars involved in movements to which this publication is applicable.

SECTION 3

EQUIPMENT

TURNING PRIVATE RAILCARS (3.4)

Refer to the CSXT 8100 Publication, Section 5.3 - Turning Cars, for details.

TRANSPORTATION OF EMPTY PRIVATE RAILCARS FOR MAINTENANCE (3.5)

CSXT will provide transportation of unit trains of empty private railcars to a maintenance, modification, or repair facility at no charge if the facility designated for maintenance, modification, or repair is on the empty route of a unit train moving to the next designated origin.

DAMAGE TO PRIVATE RAILCARS (3.6)

The AAR Interchange Rules shall govern the notification, handling, and administration of, and responsibility for, damage to private railcars while on CSXT's lines. Customers shall be responsible for all damages to privately owned railcars occurring at origin or destination, except to the extent the damage is caused by CSXT's negligent conduct.

SECTION 4

LOADING CONDITIONS

The loading of railcars is generally governed by Section 1.3.2 of Publication CSXT 8100.

FROZEN COAL, COKE, OR IRON ORE (4.1)

When weather conditions exist that may result in cargo being frozen upon arrival at destination thereby delaying the unloading process, CSXT requires that an environmentally acceptable freeze conditioning agent be applied to the cargo and the inside of railcars shipped from CSXT-served facilities in sufficient quantities and in accordance with manufacturer's specifications.

RESPONSIBILITY OF CUSTOMER (4.1.1)

For the purpose of this Section 4.1, the freight payer shall be responsible for thawing frozen cargo. Third parties thawing railcars used to transport cargo in freight payer's account are freight payer's agent(s) with regards to the handling of such railcars.

RAILCARS WITH FROZEN COAL, COKE, OR IRON ORE (4.1.2)

If a cargo shipment is frozen on its arrival at its destination, the unloading process is delayed in excess of the free time allowed, and it is determined that the cargo and railcar were not treated as herein required, all supplemental charges (including private railcar storage or demurrage) set forth in CSXT 8100 apply, and shall be the responsibility of the freight payer.

THAWING COAL RAILCARS WITH POTENTIALLY FROZEN CARGO (4.1.3)

The freight payer is responsible for ensuring that appropriate procedures are used to thaw cargo that may have frozen in railcars prior to unloading. All railcars handled or tendered to CSXT for movement either empty or loaded may only be subjected to thawing procedures that comply with the following restrictions:

LIMITATIONS ON THE APPLICATION OF HEAT (4.1.3.1)

- Direct flames are to be no closer than one (1) foot from the railcar body or under frame
- Heat may be directed at the sides or top of the railcar and the tubs/hoppers only
- Heat is not to be directed at trucks, roller bearings and air brake equipment, including air hoses

LIMITATIONS ON TEMPERATURES REACHED (4.1.3.2)

Defined dwell time or timed pulling of railcars through thaw sheds are not considered adequate temperature controls. Controls must be incorporated into the heating system, or the surface temperature of the railcars must be systematically monitored, to ensure the following maximum temperatures are not exceeded:

- The temperature of the sides and tubs of the railcar may not exceed two hundred degrees (200°) Fahrenheit at any time
- The temperature of the trucks, roller bearings and air brake equipment, including air hoses from indirect or ambient heating may not exceed one hundred thirty degrees (130°) Fahrenheit at any time

SET ASIDE OF RAILCARS (4.1.3.3)

In the event that loaded cargo in railcars is frozen, cannot be promptly unloaded, and the requirements set forth in Sections 4.1.3.1 and 4.1.3.2 cannot be met, the affected railcars should be switched out and set aside without applying any heat.

If this occurs, please contact CSXT Coal Operations at 1-800-288-2294 for instructions regarding disposition of such railcars.

SECTION 4

LOADING CONDITIONS

Applicable supplemental charges set forth in these Terms and Conditions, including switching and reconsignment charges, may apply and be assessed for any new movement of the affected railcars.

If any railcar is subjected to thawing in a manner that may have violated these restrictions, the customer or its agent(s) must report the number of the affected railcar to the local trainmaster and contact CSXT Coal Operations at 1-800-288-2294 for instructions before releasing the affected railcar to CSXT.

SUPERVISION OF THAWING OPERATIONS (4.1.4)

Customers are responsible for ensuring that their personnel or agent(s) thawing CSXT railcars containing cargo test the operation of their thawing system weekly to ensure that it continues to operate according to the standards set forth in Section 4.1.3.

Records of any temperature readings that indicate a railcar was exposed to excessive heat must be forwarded to the local trainmaster. The records and associated report should include, at a minimum:

- The date the temperature was recorded
- The method of determining the temperature of the affected railcar part
- Any specific parts (such as airbrakes or trucks) that may have been overheated
- Any damage noted
- A description of corrective actions taken to prevent a recurrence of the overheating of other railcars

INSPECTIONS (4.1.5)

All customers must annually inspect or cause the inspection of all thawing facilities operated by the customer or its agent(s).

- All repairs and alterations necessary or useful for complying with Section 4.1.3 shall be made prior to thawing frozen coal or coke in railcars
- Each customer is required to certify annually that the inspections and any necessary repairs have been completed before initiating thawing operations

CSXT reserves the right to inspect any thawing facility. CSXT may require a customer or its agent(s) to correct defects, or make alterations in its thawing facility as CSXT deems appropriate to ensure that railcars are not damaged during thawing.

LIABILITY FOR IMPROPERLY THAWED RAILCARS (4.1.6)

To the fullest extent permitted by law, but subject to the other terms and conditions of this publication, customers, on behalf of themselves and their agents, hereby assume, release and shall indemnify, defend, protect and hold harmless CSXT, its affiliates and the officers, directors, agent(s) and employees of any of them, from and against any and all claims, liabilities, losses, damages, causes of action, costs and expenses, including but not limited to attorneys' fees, paralegal fees and costs, for injury to or death of any person or persons whomsoever, including trespassers; loss of, damage to or destruction of property; and for any interruption of CSXT's business operations arising out of or in connection with such customer's failure to comply with the requirements of Section 4.1.2, 4.1.3, and 4.1.4.

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SECTION 4

LOADING CONDITIONS

Each customer, on behalf of itself and its agent(s), acknowledges that the nature of most of the damage caused to railcars by excessive heating, including, without limitation, metal fatigue, frequently cannot be identified by visual inspection and may not be identified in the ordinary course of business.

Further, each customer, on behalf of itself and its agent(s), acknowledges that the damage may be cumulative over a number of overheating incidents over time.

Each customer, therefore, waives any defenses to claims based upon CSXT or another railroad's failure to identify such damage during the inspection of railcars upon their release by the customer, customer's agent(s), or a third party.

COAL DUST MITIGATION (4.2)

REQUIREMENTS FOR LOADING METALLURGICAL AND PCI COAL (4.2.1)

1. This section applies to coals that qualify under Standard Transportation Commodity Codes (STCC) 1121210 (metallurgical coal) and 1121211 (pulverized coal injection) transported by CSXT in open-top hopper coal railcars or gondola coal railcars originating from a CSXT origin or CSXT service area.

2. Freight payers shall, or shall cause, coals identified in paragraph 1 to be loaded employing (a) the load profile described in Section 4.2.2 and, (b) a suitable topical, in-transit dust suppressant described in Section 4.2.3. A topical, in-transit dust suppressant is not required from November 1 through March 31 so long as an appropriate freeze conditioning agent has been applied pursuant to the requirements set forth in Section 4.2.3.

3. Freight payers and/or origin operators may seek approval of alternative methodologies to that described in Section 4.2.3 ("Alternative Methodology") by submitting a detailed description of the alternative to the Office of Coal Development, at smcoaldev@csx.com or 859-231-9027.

   The submission must include supporting materials that adequately demonstrate that the proposed Alternative Methodology effectively mitigates coal dust under all weather conditions. Freight payers and/or origin operators must also provide additional supporting materials to CSXT upon reasonable request.

   In the event that CSXT determines that laboratory testing is required to adequately assess the effectiveness of an Alternative Methodology, CSXT will arrange for such testing by a qualified testing organization, such as Simpson Weather Associates, at a cost to the proposing freight payer and/or origin operator of $2,550.

   CSXT will respond within 60 days of its receipt of the original submission, or requested additional supporting materials. No Alternative Methodology shall qualify under this paragraph 3 unless and until accepted by CSXT.

SECTION 4

LOADING CONDITIONS

4. Freight payers are responsible for having the name of the topical, in-transit dust suppressant and the quantity applied per railcar included on the electronic bill of lading in ShipCSX (field for Special Handling and Comments) or in Electronic Data Interchange (H3 segment, 2nd Data Element). This applies to each shipment of affected coals under this Section 4.2.

5. Freight payers shall be responsible for payment of any fines, penalties, fees, costs, or claims resulting from the failure to comply with Section 4.2.2, and either:
   (i) Section 4.2.3; or
   (ii) an Alternative Methodology under paragraph 3

6. Origin operators may certify compliance with this Section 4.2 by providing notice of their conformity with the profile requirement, of the topical, in-transit dust suppressant, and of the amount to be applied, to the Office of Coal Development, at smcoaldev@csx.com or 859-231-9027.

   CSXT will include properly certified origins on its public list of complying origins ("Compliance List"), which can be found by following the instructions found at www.csx.com/index.cfm/customers/commodities/coal/origins/
   - Click on the "CSX Coal Origin Directory" spreadsheet
   - Click on the tab titled "CSX Coal Loading Facilities"
   - Scroll to column "L"

7. Freight payers must either confirm that a coal origin is on the Compliance List, or cause the coal origin operator to certify compliance with this Section 4.2, as described in paragraph 6, prior to requesting service from that origin.

8. CSXT reserves the right, upon reasonable notice, to later reject a previously accepted Alternative Methodology, or modify this Section 4.2, in the event the Alternative Methodology or provisions of this Section 4.2 prove insufficiently effective.

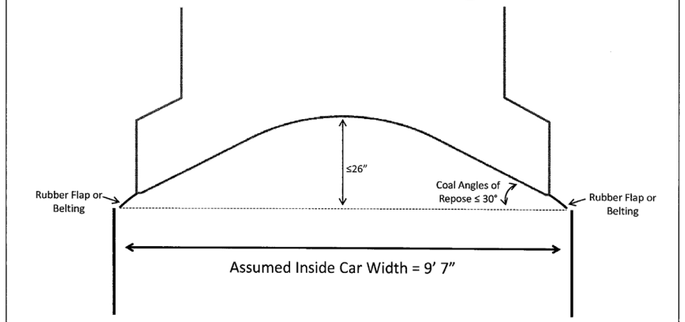
SECTION 4

LOADING CONDITIONS

COAL LOAD PROFILE (4.2.2)

Affected coal must be loaded in accordance with the CSXT Coal Load Profiling Requirement in FIGURE 1. Using the "bread loaf profile" reduces the sharp edges and angle of repose of the coal profile, which minimizes wind erosion during transit.

Figure 1. CSXT Coal Load Profiling Requirement



Suggested Load Profiling Chute Specifications - Minor Adjustments May Need to Be Made for Individual Installations

Height Above Lowest Point on Chute (ft)	0.28	0.47	0.66	0.84	1.03	1.21	1.39	1.57	1.75	1.89	2.01	2.09	2.15	2.19	2.20	2.19	2.15	2.09	2.01	1.89	1.75	1.57	1.39	1.21	1.03	0.84	0.66	0.47	0.28
Distance from Center of Car (ft)	-4.41	-4.09	-3.76	-3.44	-3.12	-2.80	-2.49	-2.17	-1.86	-1.55	-1.24	-0.93	-0.62	-0.31	0.00	0.31	0.62	0.93	1.24	1.55	1.86	2.17	2.49	2.80	3.12	3.44	3.76	4.09	4.41

Designed by Simpson Weather Associates for CSXT

ACCEPTABLE COAL DUST SUPPRESSANT AND APPLICATION METHOD (4.2.3)

Freight payer shall, or shall cause, a latex-based chemical dust suppressant to be applied in sufficient quantity and in accordance with the manufacturer's specifications to the entire surface of the loaded railcar using a properly operating topical dust suppressant spraying system.

- The topical dust suppressant spraying system must include overlapping and conical spray diameters sufficient to cover the loaded coal.
- Spraying systems must be operated and perform in a manner that does not create a safety hazard or cause damage to the rail equipment or track and track support.
- Freeze conditioning agents, applied to comply with the provisions of subsection 4.2.1. paragraph 2, must come from CSXT's approved list, and must be applied to the affected coal in sufficient quantity and in accordance with the manufacturer's specifications. CSXT's approved list of freeze conditioning agents may be viewed at: http://csx.com/index.cfm/customers/commodities/coal/resources/

SECTION 5

WEIGHING

At CSXT, we are committed to maximizing the efficiency of the coal, coke and iron ore transportation system. Part of that commitment to efficiency includes encouraging the use of batch scale systems at origin.

SCALES AND WEIGHING (5.1)

WEIGHING UNIT TRAINS AND SINGLE RAILCARS (5.1.1)

Customers should, when they or their agents are able to do so, provide shipment weights to CSXT for the assessment of freight charges at no charge to CSXT and indicate whether origin or destination weights will govern in the shipment instruction. CSXT may require that those weights be provided via an electronic media compatible with CSXT data systems.

If a customer cannot provide a weight at origin or destination, CSXT will weigh the shipment once at no charge if a weigh-in-motion scale is conveniently available in-route. Any other in-route weighing requested by customer will be done at a charge of $35 per railcar for unit trains, and $275 per railcar for less-than-unit train shipments.

When weights are not otherwise available or if the scales used are shown to have been inaccurate, CSXT will bill the customer based on the average of the actual weights of their ten most recently weighed shipments between the same origin and destination, or as many shipments as are available if fewer than ten.

SCALES (5.1.2)

Refer to the CSXT 8100 Publication, Section 5.4 - Weighing, for details.

MINIMUM WEIGHTS (5.2)

Railcars must be loaded to their minimum weight or their full visible or cubicle capacity, whichever is less.

MINIMUM WEIGHT FOR CARGO (5.2.1)

The “minimum weight” for railcars of cargo not loaded to full visible capacity is established based on the UMLER listed capacity of the railcar.

- The minimum weight for railcars loaded with coal at batch weigh loading facilities is ninety eight percent (98%) of the UMLER listed capacity of the railcar.
- The minimum weight for railcars loaded with coal at belt weigh loading facilities is ninety five percent (95%) of the UMLER listed capacity of the railcar.
- The minimum weight for railcars loaded with coke is ninety percent (90%) of the UMLER listed capacity of the railcar.
- The minimum weight for railcars loaded with iron ore is ninety percent (90%) of the UMLER listed capacity of the railcar.

For marked capacities, lengths, dimensions, and cubical capacities of railcars, see the Universal Machine Language Equipment Register (“UMLER”).
CSXT may bill for transporting the minimum weight of cargo in each railcar if the minimum weight is greater than the actual weight.

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SECTION 5

WEIGHING

LOADING TO FULL VISIBLE CAPACITY (5.2.2)

CSXT will bill based on the actual weight of a railcar transporting cargo when the railcar is loaded to full visible or cubical capacity. Consignors loading to full visible or cubical capacity must:

- Certify on the Shipping Instruction that the railcar is so loaded
- Submit to CSXT the characteristics of the cargo being transported that prevent loading the minimum weight on the shipment instruction.

SAFE LOADING OF RAILCARS (5.2.3)

Railcars in coal service have brake sensors that are activated by the weight of coal loaded on top of the sensor. The sensor causes the proper air pressure to be applied to brakes when the railcar is full or empty. Failure to cover the weight sensor creates a significant safety issue, as insufficient braking will be applied to a light loaded railcar. Consignors must load railcars so as to cover the brake sensor.

Consignors that fail to cover the brake sensor in a railcar hereby assume, release and shall indemnify, defend, protect and hold harmless CSXT, its affiliates and the officers, directors, agent(s) and employees of any of them, from and against any and all claims, liabilities, losses, damages, causes of action, costs and expenses, including but not limited to attorneys’ fees, paralegal fees and costs, for injury to or death of any person or persons whomsoever, including trespassers; loss of, damage to or destruction of property; and for any interruption of CSXT’s business operations arising out of or in connection with such Consignor’s failure to comply with the requirements of this Section 5.2.3.

MAXIMUM WEIGHTS (5.3)

MAXIMUM LOADS (5.3.1)

Maximum weights and the procedures for handling overloaded railcars are established in CSXT’s Open Top Car Policy, available at CSX.com.

Certain CSXT routes may be subject to lower weight restrictions. Questions concerning applicable weight restrictions should be directed to the CSXT Coal Development Office.

CHARGES FOR OVERLOADED RAILCARS (5.3.2)

Refer to the CSXT 8100 Publication, Section 5.4.3 - Weight Overloads, for details.

***Cars stopped and reduced due to an overload are subject to safe loading charges in section 1.3.3.**

SECTION 6

LINE-HAUL TRANSPORTATION RATES

COMMON CARRIER TRANSPORTATION RATE (6.1)

- Common carrier line-haul rates for unit trains hauling (1) iron ore, and (2) coal from mines and loadouts outside of the CAPP region (as listed in the CSX Coal Origin Directory list of Coal Loading Facilities by Origin), are fifty-five dollars ($55.00) per net ton plus five cents ($0.05) per net ton per mile.
- The common carrier line-haul rate for unit trains hauling coal from mines and loadouts located in the CAPP region shall constitute the sum of two components, (1) the rate of fifty-five dollars ($55.00) per net ton plus five cents ($0.05) per net ton per mile from the relevant Gateway (Corbin [milepost 00C172], Russell [milepost CA524], or Hinton [milepost CA357], as appropriate) to destination, plus (2) the Gateway Differential rate for the relevant Gateway and Origin Loadout pairing in the tables set forth in Section 6.1.1 on the next page.
- Common carrier line-haul rate for unit trains hauling coke is fifty-five dollars ($55.00) per net ton plus five cents ($0.05) per net ton per mile.
- Due to the complexities of ground storage and vessel scheduling, the above common carrier rate is not available for shipments to a vessel loading facility.
- The fuel surcharge provisions of Tariff CSXT 8662 shall apply to all freight tendered pursuant to this Section 6.1.
- The mileage component of the transportation charge is based on the distance between the origin and destination via the shortest CSXT route.
- If a route extends beyond the CSXT network, it is the Customer's responsibility to contact and determine the requirements, limitations, and fees of the other Carrier(s) participating in the movement.

SECTION 6

LINE-HAUL TRANSPORTATION RATES

RATES FOR TRANSPORTATION FROM ORIGIN TO THE GATEWAYS (6.1.1)

The Gateway Differential Rates only apply in combination with the base rate in Section 6.1.

Loadouts marked with an * use both the Corbin and Russell Gateways. These loadouts will use the Corbin Gateway for destinations in the states of FL, GA, AL and TN; and use the Russell Gateway for all other destinations.

Loadouts marked with a # use both the Russell and Hinton Gateways. These loadouts will use the Russell Gateway for destinations in the states of MI, IL, IN OH, GA, TN, WV, KY and River moves; and use Hinton Gateway for all other destinations.

GATEWAY	ORIGIN LOADOUT	GATEWAY DIFFERENTIAL
CORBIN	BALKAN	$0.20 PER NET TON
CORBIN	BENEDICT	$4.30 PER NET TON
CORBIN	BLANTON	$0.40 PER NET TON
CORBIN	BLUE GRASS 4*	$4.10 PER NET TON
CORBIN	BUCKEYE 1*	$4.10 PER NET TON
CORBIN	CALLA*	$3.40 PER NET TON
CORBIN	CLOVER	$2.30 PER NET TON
CORBIN	CREECH	$1.20 PER NET TON
CORBIN	GATLIFF	$1.20 PER NET TON
CORBIN	HILO	$4.30 PER NET TON
CORBIN	KOPPER GLO	$0.10 PER NET TON
CORBIN	LEATHERWOOD 1*	$4.60 PER NET TON
CORBIN	LYNCH 3	$3.00 PER NET TON
CORBIN	MAYFLOWER	$4.30 PER NET TON
CORBIN	NRG	$2.50 PER NET TON
CORBIN	RAPID LOADER*	$4.60 PER NET TON
CORBIN	RAVEN*	$4.60 PER NET TON
CORBIN	RESOURCE	$1.40 PER NET TON
CORBIN	ROXANA*	$4.80 PER NET TON
CORBIN	TYPO*	$4.00 PER NET TON
CORBIN	VIALL	$1.00 PER NET TON
CORBIN	WEN LAR	$3.10 PER NET TON
CORBIN	WOLVERINE*	$3.50 PER NET TON
CORBIN	YELLOW CREEK*	$5.30 PER NET TON

RATES FOR TRANSPORTATION FROM ORIGIN TO THE GATEWAYS (6.1.1)

GATEWAY	ORIGIN LOADOUT	GATEWAY DIFFERENTIAL
RUSSELL	AFFINITY#	$3.60 PER NET TON
RUSSELL	ANJEAN#	$4.20 PER NET TON
RUSSELL	APEX 2	$2.80 PER NET TON
RUSSELL	BECKLEY POCAHONTAS#	$2.80 PER NET TON
RUSSELL	BEVINS BRANCH	$2.70 PER NET TON
RUSSELL	BLUE GRASS 4*	$3.70 PER NET TON
RUSSELL	BUCKEYE 1*	$3.70 PER NET TON
RUSSELL	BULL CREEK 2#	$0.90 PER NET TON
RUSSELL	BURKE STATION	$4.90 PER NET TON
RUSSELL	CALLA*	$5.70 PER NET TON
RUSSELL	CLEARCO#	$4.60 PER NET TON
RUSSELL	CRAB ORCHARD#	$4.90 PER NET TON
RUSSELL	DAMRON FORK	$3.10 PER NET TON
RUSSELL	EMMETT#	$2.50 PER NET TON
RUSSELL	FANCO#	$2.30 PER NET TON
RUSSELL	FEATS#	$1.60 PER NET TON
RUSSELL	FORK CREEK#	$1.80 PER NET TON
RUSSELL	GOFF	$2.90 PER NET TON
RUSSELL	GREEN VALLEY#	$4.10 PER NET TON
RUSSELL	HOLDEN 22#	$2.80 PER NET TON
RUSSELL	HOPKINS#	$4.00 PER NET TON
RUSSELL	HUTCHINSON#	$1.80 PER NET TON
RUSSELL	IVEL	$1.50 PER NET TON
RUSSELL	LANCER	$1.10 PER NET TON
RUSSELL	LEATHERWOOD 1*	$3.80 PER NET TON
RUSSELL	LICK#	$2.50 PER NET TON
RUSSELL	MARFORK#	$1.20 PER NET TON
RUSSELL	MOUNTAIN LAUREL#	$1.30 PER NET TON
RUSSELL	MCCLURE	$3.10 PER NET TON
RUSSELL	MOUSIE	$3.50 PER NET TON
RUSSELL	MYRA	$3.60 PER NET TON
RUSSELL	PARDEE#	$3.00 PER NET TON
RUSSELL	PHILLIPS#	$3.10 PER NET TON
RUSSELL	RAMSEY	$1.10 PER NET TON
RUSSELL	RAPID LOADER 1*	$2.60 PER NET TON
RUSSELL	RAVEN*	$2.90 PER NET TON
RUSSELL	ROXANA*	$3.90 PER NET TON
RUSSELL	SCOTTS BRANCH	$2.20 PER NET TON

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RATES FOR TRANSPORTATION FROM ORIGIN TO THE GATEWAYS (6.1.1)

GATEWAY	ORIGIN LOADOUT	GATEWAY DIFFERENTIAL
RUSSELL	SLONES BRANCH	$2.50 PER NET TON
RUSSELL	SPURLOCK	$2.20 PER NET TON
RUSSELL	STIRRAT 1#	$2.90 PER NET TON
RUSSELL	SYLVESTER#	$1.10 PER NET TON
RUSSELL	TOMS FORK#	$0.90 PER NET TON
RUSSELL	TYPO*	$3.60 PER NET TON
RUSSELL	WELLS PREP PLANT#	$1.50 PER NET TON
RUSSELL	WINIFREDE JUNCTION#	$0.20 PER NET TON
RUSSELL	WOLVERINE*	$5.70 PER NET TON
RUSSELL	YELLOW CREEK*	$4.90 PER NET TON

GATEWAY	ORIGIN LOADOUT	GATEWAY DIFFERENTIAL
HINTON	AFFINITY#	$2.00 PER NET TON
HINTON	ANJEAN#	$2.60 PER NET TON
HINTON	BECKLEY POCAHONTAS#	$1.10 PER NET TON
HINTON	BULL CREEK 2#	$1.60 PER NET TON
HINTON	CLEARCO#	$3.00 PER NET TON
HINTON	CRAB ORCHARD#	$4.00 PER NET TON
HINTON	EMMETT#	$3.80 PER NET TON
HINTON	FANCO#	$3.60 PER NET TON
HINTON	FEATS#	$2.90 PER NET TON
HINTON	FORK CREEK#	$2.20 PER NET TON
HINTON	GREEN VALLEY#	$2.70 PER NET TON
HINTON	HOLDEN 22#	$4.10 PER NET TON
HINTON	HOPKINS#	$2.40 PER NET TON
HINTON	HUTCHINSON#	$3.10 PER NET TON
HINTON	ITMANN	$3.00 PER NET TON
HINTON	LICK#	$3.20 PER NET TON
HINTON	MARFORK#	$1.90 PER NET TON
HINTON	MOUNTAIN LAUREL#	$2.00 PER NET TON
HINTON	PARDEE#	$4.30 PER NET TON
HINTON	PHILLIPS#	$4.40 PER NET TON
HINTON	STIRRAT 1#	$4.20 PER NET TON
HINTON	SYLVESTER#	$1.80 PER NET TON
HINTON	TOMS FORK#	$0.70 PER NET TON
HINTON	WELLS PREP PLANT#	$2.20 PER NET TON
HINTON	WINIFREDE JUNCTION#	$0.00 PER NET TON

SECTION 6

LINE-HAUL TRANSPORTATION RATES

RATES FOR TRANSPORTATION FROM ORIGIN TO THE GATEWAYS (6.1.1)

Examples, for demonstrative purposes only:

1. For a Michigan destination 300 miles from Russell, Kentucky, the unit train rate from Affinity to destination would be calculated as follows:

   $55.00 per net ton + (300 miles x $0.05 cents/net ton per mile) + [Affinity to Russell Gateway Differential charge] + Fuel Surcharge

   = $55.00 per net ton + ($9.00 per net ton) + [$3.60 per net ton] = $67.60 per net ton + Fuel Surcharge

2. For a South Carolina destination 500 miles from Hinton, West Virginia, the unit train rate from Affinity to destination would be calculated as follows:

   $55.00 per net ton + (500 miles x $0.05 cents/net ton per mile) + [Affinity to Hinton Gateway Differential charge] + Fuel Surcharge

   = $55.00 per net ton + ($15.00 per net ton) + [$2.00 per net ton] = $72.00 per net ton + Fuel Surcharge

FUEL SURCHARGES (6.2)

The fuel surcharge provisions of Tariff CSXT 8661-C and the WTI based fuel surcharge program set forth in Appendix 10.6 apply according to their terms to all transportation (other than transportation pursuant to Section 6.1) to which these Terms and Conditions apply.

SECTION 7

DIVERSION AND RECONSIGNMENT

Diversion and reconsignment of coal, coke and iron ore unit trains or less-than-unit trains are generally governed by Section 1.2.4 of Publication CSXT 8100, subject to the exceptions and related provisions that follow.

EXCEPTIONS TO DIVERSION AND RECONSIGNMENT CHARGES (7.1)

CSXT will not assess diversion or reconsignment charges in the following circumstances:

1. Cargo that is left over at lake piers or that remains in transit to a lake pier after the last vessel of the lake season is loaded at a given lake pier.
2. The reconsignment is a change in consignee on traffic consigned to Lake Erie or tidewater ports and involves no extra movement of the affected railcars. If the change in the name of the consignee involves extra movement of the affected railcar(s), a charge of $275 per car will be assessed.
3. As to coal reconsigned from Toledo Dock, no out-of-route charge will be assessed for movement of that coal from Toledo Dock to Walbridge, Ohio.
4. As to coal reconsigned between private and/or railroad piers at Baltimore, Maryland, no diversion charge will be assessed for movement from one pier to another
5. As to coal reconsigned between private and/or railroad piers at Newport News, Virginia, no diversion charge will be assessed for movement from one pier to another

The above exceptions to diversion and reconsignment charges notwithstanding, other charges established by these Terms and Conditions, including but not limited to additional line-haul, demurrage, and other charges, will still apply.

CHARGE FOR DIVERSION OF EMPTY UNIT TRAINS (7.2)

Each empty unit train of private railcars departing a destination will be preliminarily identified with a reservation in the Unit Train Management System and directed to a specific origin. This identification takes place whether or not a shipment instruction is provided to CSXT by the owner or lessee of a unit train of private railcars prior to the departure of an empty unit train returning from a destination.

By subsequently directing an empty unit train to a different origin that is not located in the empty train's return route, the owner or lessee of the railcars agrees to pay a diversion charge.

SECTION 8

DEMURRAGE AND DELAYS

DEMURRAGE (8.1)

CSXT may charge demurriage and private railcar storage for railcars in coal, coke, or iron ore service according to the terms and conditions set forth in Section 2 of Publication CSXT 8100, except for the situations addressed in this Section 8.

DEMURRAGE AT BLENDING FACILITIES AND RIVER PIERS (8.2)

CSXT may charge demurrage for railcars held at blending facilities and vessel transloading facilities (other than Toledo Docks) in the following circumstances:

- Railcars held in excess of 24 hours* from 12:01 AM of the day after the placement or constructive placement of the railcars, excluding holidays, will be charged $75 per railcar, per day until all the railcars of a shipment are released to the carrier.

- When at the time of placement or constructive placement, coal or coke is frozen so as to require heating, thawing, or loosening to unload, and a freeze agent has been properly applied as required by these Terms and Conditions, the free time for unloading each railcar will be extended an additional twenty four (24) hours. An affected consignee must, within five (5) days after the date on which the railcars were released, provide CSXT written certification of any such frozen lading, identifying the affected railcars by initial and number, within five (5) days after their release.

*In the event a unit train arrives at destination prior to the time specified for that unit train in CSXT's Unit Train Management System, that unit train shall be deemed constructively placed at the arrival time specified in CSXT's Unit Train Management System.

DEMURRAGE AND PRIVATE CAR STORAGE AT TOLEDO DOCKS (8.3)

Demurrage and Private Car Storage terms and conditions set forth in Section 2 of Publication CSXT 8100 apply at Toledo Docks, subject to the following modifications:

1. Each railcar in a unit train will be released from demurrage on the date and at the time the intended vessel is available and ready to receive the cargo in that railcar. Railcars intended for a given vessel will be released from demurrage in the order of their arrival rather than in the order of actual release. Railcars accruing four (4) debit days or less will accrue an additional allowance of one (1) credit day except during the months of November and December.

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SECTION 8

DEMURRAGE AND DELAYS

2. Each railcar not part of a unit train will be allowed five (5) credit days, except that:
   (1) Each railcar refused or reconsigned by the consignee will be allowed just one (1) credit day
   (2) For each railcar remaining at the pier at the close of the lake season, the consignor may:
      (a) Divert and reconsign a portion of a specific consignment.
      On the day a reconsignment order is received, the reconsigned railcar(s) will be released in the patron's account, with one (1) credit day.
      (b) Divert and reconsign an entire consignment.
      All railcars of such consignment will be released in the customer's account as of the day of loading of the last vessel of the season. Fifteen (15) credit days will be allowed for each railcar in such consignment.
3. The demurrage and private railcar storage charges at Toledo Dock are $30 per railcar per day.

HOLDING OF TRAINS (8.4)

When Unit Trains are held other than for CSXT's convenience, we may assess the responsible customer a minimum charge of $11,250 per Unit Train held per Day.

RECREWING (8.5)

When customer actions result in CSXT having to recrew a unit train, CSXT may charge the customer a recrew charge of $3,000.

SECTION 9

DOCKSIDE SERVICES

TRANSLOADING (9.1)

TRANSLOADING AT TOLEDO DOCKS (9.1.1)

The price for transferring coal or coke into vessels at Toledo Docks is as follows:

CALENDER DATES (DATES INCLUSIVE)	PRICE IN DOLLARS PER NET TON
MARCH 1 TO MARCH 14	$8.00
MARCH 15 TO NOVEMBER 30	$2.50
DECEMBER 1 TO DECEMBER 5	$3.75
DECEMBER 6 TO DECEMBER 10	$5.00
DECEMBER 11 TO DECEMBER 15	$6.50
DECEMBER 16 TO DECEMBER 31	$8.00

The price includes the service of sprinkling cargo coal while being transferred into vessels when requested and weather conditions permit. Other services may be available on a contractual basis, and will be charged and billed separately.

DUMPING AND TRANSFERS AT CURTIS BAY PIER (9.1.2)

The charge for dumping/transferring coal into vessels at Curtis Bay Piers, Maryland, is ten dollars ($10.00) per net ton. Ground storage and other services may be available on a contractual basis, and will be charged and billed separately. CSXT reserves the right, in its sole discretion, to reject any inbound railcars due to the pier's inability to handle the dumping, transfer, or storage of coal or coke.

VESSEL NOMINATION (9.2)

CURTIS BAY PIERS (9.2.1)

CSXT vessel laycans are generally made available on a first-come, first-served basis.

- Vessel laycan requests must be submitted not less than thirty (30) days prior to the expected laycan.
- CSXT is not liable for any loss or damage due to the inability to accept a laycan request and schedule a vessel's arrival at or near a requested arrival date.
- Acceptance of a laycan request and scheduling of a vessel arrival date does not constitute a guaranty of berth space on the scheduled vessel arrival date or during the accepted laycan.
- CSXT is neither a dispatch nor a demurrage facility.
- CSXT offers only customary quick dispatch, which means that CSXT uses commercially reasonable efforts to load the coal at the pier under the prevailing conditions, but does not warrant any defined lay time.

SECTION 9

DOCKSIDE SERVICES

TOLEDO DOCK PIER (9.2.2)

- Vessel nomination requests must be submitted not less than fourteen (14) days prior to the expected vessel ETA.
- Vessel ETA updates must be provided on a daily basis to ToledoDocks@CSX.com; vessels with an ETA change greater than 24 hours will be subject to re-approval, particularly if the ETA is within a seven (7) day window.
- CSXT is not liable for any loss or damage due to the inability to accept a nomination request and schedule a vessel's arrival at or near a requested arrival date.
- Acceptance of a laycan request and scheduling of a vessel arrival date does not constitute a guaranty of berth space on the scheduled vessel arrival date or during the accepted laycan.
- CSXT is neither a dispatch nor a demurrage facility.
- CSXT offers only customary quick dispatch, which means that CSXT uses commercially reasonable efforts to load the coal at the pier under the prevailing conditions, but does not warrant any defined lay time.
- For customers requiring Saturday and/or Sunday transloading, written confirmation must be submitted to ToledoDocks@CSX.com no later than 13:00 on the Friday preceding the weekend.
- CSXT may assess fees for weekend operations. Customers agree to pay $10,000 for weekend transloading, billable if the vessel fails to arrive as scheduled for reasons within the customer's control after CSXT has accepted the request and staffed the pier.

VESSEL BERTHING (9.3)

No vessel shall be entitled to berth at Curtis Bay Piers unless and until the following:

- CSXT shall have received a conforming Vessel Registration and Notice of Readiness
- The vessel and its machinery are in sufficient working order so as not to interfere with berthing, loading/unloading or deberthing of the vessel
- The vessel is in compliance with the requirements of the Curtis Bay Piers Terms and Conditions of Use
- The vessel's full cargo shall have been scheduled for delivery with the reasonable expectation that it will be available for loading/unloading at the Curtis Bay Piers; and
- The priority of berthing and loading/unloading vessels at Curtis Bay Piers is established by CSXT in its discretion, and is generally based on the following factors:
  - Agreed upon laycan
  - Arrival of the vessel at the Annapolis anchorage
  - Availability of coal for transloading into the vessel without delays
  - Size and type of vessel
  - Constraints of the piers

BLENDING, MIXING AND STORAGE OF COAL AT CURTIS BAY PIER AND TOLEDO DOCKS (9.4)

CSXT will, at the request of a customer, blend or mix coal when transferring coal from railcars to a vessel at an additional charge of $50 per railcar to be applied to all railcars involved.

PRIVATE PIER ARRANGEMENTS (9.5)

Customers ordering transportation to a private pier are responsible for arranging for the prompt unloading of unit trains and railcars at the destination. By submitting train reservation requests to CSXT, the customer certifies that the destination pier will promptly dump the entire contents of the unit train or railcars to ground storage or directly to a barge or vessel.

SECTION 10

APPENDICES

COAL ORIGIN DIRECTORY (10.1)

For the convenience of our customers, CSXT makes its current information about origins available to its customers at http://csx.com/index.cfm/customers/commodities/coal/origins.

SECTION 10

APPENDICES

GLOSSARY (10.2)

The following definitions are provided solely as a reference to certain words and phrases used in relation to these Terms and Conditions; they are not intended to serve as complete definitions or to counter definitions that may appear in other CSXT or industry publications.

Carrier – CSXT or another authorized common carrier by rail.

Cargo – coal, coke, or iron ore.

Coal – refers to coal, STCC 11 and its subcategories.

Coke – refers to coke, STCC 29 914 and its subcategories.

Consignee – the party controlling the destination.

Consignor – the party controlling the origin.

Customer – Any consignor, consignee, freight payer, receiver, or other party for whom CSXT performs a service.

Constructive Placement – the carrier's holding of a consignment or unit train on its tracks when placement of the consignment or unit train is impossible due to any cause not attributable to the carrier.

Day – a twenty-four hour period or fraction thereof, starting at 12:01 am unless some other starting time is indicated.

Destination – the coal, coke, or iron ore unloading facility.

Diversion – a shipment instruction that changes a shipment's routing, handling or destination.

Force Majeure Event – refers to any act of God, actual or threatened terrorist activity, a strike, lockout, labor dispute or work stoppage in the coal mining industry or the railroad industry, a mechanical breakdown or fire, interruption of railroad service due to damage to equipment or derailment, embargo, failure of computer or communication devices necessary for the loading or unloading of trains or transmitting of necessary data, requirement of or change in federal and state laws, rules or regulations, or any other event that is beyond the control of customer, carrier or one of their agents.

Freight payer – the consignor, consignee or other party responsible for the payment of the line-haul rates associated with the transportation of coal, coke, or iron ore.

Iron ore – ore with a STCC of 10 111, 10 112, 10 113.

Less-than-unit train – any shipment with fewer than 75 railcars.

Origin – a loading facility or interchange at locations served by CSXT.

Placement – the placement of a unit train or consignment to a consignor or consignee at origin or destination for loading or unloading, as applicable.

Private tracks – railroad tracks owned by a person that is not a common carrier by rail.

Railcars – open-topped gondola or hopper cars, suitable for transporting coal, coke, or iron ore.

Reconsignment – the issuance of a new shipment instruction by customer that changes the consignee of a shipment.

Register – the act by which a pier receives a correct notice from a vessel's representative that such vessel is at the port, available for loading, and is ready to receive its cargo.

Reservation system – the coal reservation system CSXT maintains at ShipCSX.com.

ShipCSX.com – CSX's ShipCSX.com Internet website.

Shipment – one or more railcars tendered to CSXT on one shipment instruction by a shipper from a single origin to a single destination.

Shipment instruction – a uniform straight bill of lading or other shipping instruction, acceptable to CSXT.

Shipper – the party, whether consignee, consignor or a third party, that tenders a shipment instruction to CSXT.

Tender – the notification of arrival or constructive placement, or the actual placement, of an empty or loaded railcar at a customer facility; or the notification, by a consignor or consignee to a carrier, that a railcar is ready for pick-up.

Tidewater ports – Piers in Newport News, Virginia, served by CSXT.

Ton – a ton of 2,000 pounds avoirdupois weight.

Unit Train – any block of at least sixty railcars, for which CSXT's line-haul service is scheduled through the Unit Train Management System. Empty railcar sets routed to a scheduled reservation in the Unit Train Management System are also Unit Trains.

SECTION 10

APPENDICES

QUICK LIST OF CHARGES (10.3)

Here is a convenient list of the most common, but not all, charges established in these Terms and Conditions:

CHARGE NAME	DESCRIPTION	SECTION REFERENCED	CHARGE AMOUNT
RAILCAR TURNING CHARGE	The charge for turning a railcar	3.4	$1000 per railcar
RAILCAR WEIGHING CHARGE	The charge for weighing railcars	5.1.1	$275 per railcar
	For unit trains weighed on a weigh-in-motion scale, the charge for weighing railcars	5.1.1	$35 per railcar
RECREW CHARGE	The charge for calling an extra crew when the original crew was released or delayed due to causes not in the control of CSXT	8.5	$3,000
EMAILED SHIPMENT INSTRUCTION CHARGE	For CSXT's manual entry of an emailed shipment instruction	1.2.1	$50 per shipment instruction per carload shipment $500.00 per emailed shipping instruction for unit trains
LATE BILLING CHARGE	The charge for failing to provide a shipment instruction in a timely manner for a Unit Train	1.2.1	$1,800 per shipment instruction
MINIMUM CLEANING CHARGE	The minimum charge for CSXT to arrange the cleaning of a railcar after release by consignee	1.3.9 of 8100	$360 per railcar
OVERLOAD		5.3.2	$1,200 per railcar

SECTION 10

APPENDICES

CHARGE NAME	DESCRIPTION	SECTION REFERENCED	CHARGE AMOUNT
PIER RECONSIGNMENT CHARGE	The charge for reconsigning a Unit Train between piers at the Lake Erie or tidewater ports	7.1, paragraph 2	$275 per railcar
RESERVATION CHANGE FEE	The charge for manual processing of a requested change in a coal train reservation	2.1	$50
RESCHEDULING CHARGE	The charge for late reservation changes and cancellations, assessed against the party requesting the reservation change	2.1	$3,250
HOLDING OF TRAINS CHARGE	The charge for holding a Unit Train	8.4	$11,250 per Unit Train held per Day
UNIT TRAIN TURNING CHARGE	The charge for turning a Unit Train	3.4	$4,300, per Unit Train, plus $60 per railcar for every railcar over 75

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WTI FUEL SURCHARGE (10.6)

This item applies to all line-haul freight rates and charges in contracts, private price quotations or other pricing documents, which do not reference CSXT Fuel Surcharge Publication 8661 Series or that reference a fuel surcharge in Tariff CSXT 8200 Series or successor publications.

In the event that the average price of West Texas Intermediate Crude Oil (as set forth below, the "WTI Average Price"), calculated from the "Cushing, OK WTI Spot Price FOB" as reported by the U.S. Energy Information Administration (http://www.eia.gov), exceeds $23 per barrel, CSXT will apply a fuel surcharge to line-haul freight charges referencing or subject to this Appendix or Tariff CSXT 8100. The fuel surcharge shall be applied to the line-haul freight charge for each shipment having a bill of lading dated on or after the 1st day of the second calendar month following the calendar month of a given WTI Average Price calculation.

The fuel surcharge will be 0.4% of the line-haul freight charge for every $1.00 per barrel, or portion thereof, by which the WTI Average Price exceeds $23. The WTI Average Price for a given calendar month will be determined by adding the daily West Texas Intermediate Crude Oil prices published by the U.S. Energy Information Administration during a calendar month, and dividing the result by the number of days so published. The result will be rounded to the nearest cent. If the U.S. Energy Information Administration ceases publication of the Cushing, OK WTI Spot Price FOB, CSXT will employ a suitable substitute source of price or measure.

The following schedule reflects the applicable fuel surcharges within the WTI Average Price ranges noted below:

WTI AVERAGE PRICE PER BARREL		FUEL SURCHARGE	WTI AVERAGE PRICE PER BARREL		FUEL SURCHARGE	WTI AVERAGE PRICE PER BARREL		FUEL SURCHARGE
Between	and	Percentage	Between	and	Percentage	Between	and	Percentage
$23.00	Below	No Surcharge	$39.01	$40.00	6.80%	$56.01	$57.00	13.60%
$23.01	$24.00	0.40%	$40.01	$41.00	7.20%	$57.01	$58.00	14.00%
$24.01	$25.00	0.80%	$41.01	$42.00	7.60%	$58.01	$59.00	14.40%
$25.01	$26.00	1.20%	$42.01	$43.00	8.00%	$59.01	$60.00	14.80%
$26.01	$27.00	1.60%	$43.01	$44.00	8.40%	$60.01	$61.00	15.20%
$27.01	$28.00	2.00%	$44.01	$45.00	8.80%	$61.01	$62.00	15.60%
$28.01	$29.00	2.40%	$45.01	$46.00	9.20%	$62.01	$63.00	16.00%
$29.01	$30.00	2.80%	$46.01	$47.00	9.60%	$63.01	$64.00	16.40%
$30.01	$31.00	3.20%	$47.01	$48.00	10.00%	$64.01	$65.00	16.80%
$31.01	$32.00	3.60%	$48.01	$49.00	10.40%	$65.01	$66.00	17.20%
$32.01	$33.00	4.00%	$49.01	$50.00	10.80%	$66.01	$67.00	17.60%
$33.01	$34.00	4.40%	$50.01	$51.00	11.20%	$67.01	$68.00	18.00%
$34.01	$35.00	4.80%	$51.01	$52.00	11.60%	$68.01	$69.00	18.40%
$35.01	$36.00	5.20%	$52.01	$53.00	12.00%	$69.01	$70.00	18.80%
$36.01	$37.00	5.60%	$53.01	$54.00	12.40%	$70.01	$71.00	19.20%
$37.01	$38.00	6.00%	$54.01	$55.00	12.80%	$71.01	$72.00	19.60%
$38.01	$39.00	6.40%	$55.01	$56.00	13.20%	$72.01	$73.00	20.00%

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WTI FUEL SURCHARGE (10.6)

WTI AVERAGE PRICE PER BARREL		FUEL SURCHARGE	WTI AVERAGE PRICE PER BARREL		FUEL SURCHARGE	WTI AVERAGE PRICE PER BARREL		FUEL SURCHARGE
Between	and	Percentage	Between	and	Percentage	Between	and	Percentage
$73.01	$74.00	20.40%	$99.01	$100.00	30.80%	$125.01	$126.00	41.20%
$74.01	$75.00	20.80%	$100.01	$101.00	31.20%	$126.01	$127.00	41.60%
$75.01	$76.00	21.20%	$101.01	$102.00	31.60%	$127.01	$128.00	42.00%
$76.01	$77.00	21.60%	$102.01	$103.00	32.00%	$128.01	$129.00	42.40%
$77.01	$78.00	22.00%	$103.01	$104.00	32.40%	$129.01	$130.00	42.80%
$78.01	$79.00	22.40%	$104.01	$105.00	32.80%	$130.01	$131.00	43.20%
$79.01	$80.00	22.80%	$105.01	$106.00	33.20%	$131.01	$132.00	43.60%
$80.01	$81.00	23.20%	$106.01	$107.00	33.60%	$132.01	$133.00	44.00%
$81.01	$82.00	23.60%	$107.01	$108.00	34.00%	$133.01	$134.00	44.40%
$82.01	$83.00	24.00%	$108.01	$109.00	34.40%	$134.01	$135.00	44.80%
$83.01	$84.00	24.40%	$109.01	$110.00	34.80%	$135.01	$136.00	45.20%
$84.01	$85.00	24.80%	$110.01	$111.00	35.20%	$136.01	$137.00	45.60%
$85.01	$86.00	25.20%	$111.01	$112.00	35.60%	$137.01	$138.00	46.00%
$86.01	$87.00	25.60%	$112.01	$113.00	36.00%	$138.01	$139.00	46.40%
$87.01	$88.00	26.00%	$113.01	$114.00	36.40%	$139.01	$140.00	46.80%
$88.01	$89.00	26.40%	$114.01	$115.00	36.80%	$140.01	$141.00	47.20%
$89.01	$90.00	26.80%	$115.01	$116.00	37.20%	$141.01	$142.00	47.60%
$90.01	$91.00	27.20%	$116.01	$117.00	37.60%	$142.01	$143.00	48.00%
$91.01	$92.00	27.60%	$117.01	$118.00	38.00%	$143.01	$144.00	48.40%
$92.01	$93.00	28.00%	$118.01	$119.00	38.40%	$144.01	$145.00	48.80%
$93.01	$94.00	28.40%	$119.01	$120.00	38.80%	$145.01	$146.00	49.20%
$94.01	$95.00	28.80%	$120.01	$121.00	39.20%	$146.01	$147.00	49.60%
$95.01	$96.00	29.20%	$121.01	$122.00	39.60%	$147.01	$148.00	50.00%
$96.01	$97.00	29.60%	$122.01	$123.00	40.00%	$148.01	$149.00	50.40%
$97.01	$98.00	30.00%	$123.01	$124.00	40.40%	$149.01	$150.00	50.80%
$98.01	$99.00	30.40%	$124.01	$125.00	40.80%	$150.01	$151.00	51.20%

*The fuel surcharge will be 51.20%, plus an additional 0.4% of the line-haul freight charge for every $1.00 per barrel, or portion thereof, by which the WTI Average Price exceeds $151.00.

No less than 20 days prior notice will be provided of the application of, or of any changes in, the fuel surcharge. Notice will be published on www.ShipCSX.com. Go to www.ShipCSX.com and click on the "ShipCSX Log In" button on the right side of the page. In the Log In boxes at the top right of the page, enter your ShipCSX User ID and Password. On ShipCSX, under the "Plan" tab, select "Price Look Up", and click on "Fuel Surcharge" in the See Also box. If you are not a registered ShipCSX user, you will need to register for a User ID and Password at www.ShipCSX.com. Upon written request, the foregoing notice will be provided by other appropriate electronic or facsimile means. All such requests should be directed to Gregory_Veiga@csx.com. In no case will a line-haul freight charge be reduced as a result of the application of this Item, nor will the application of the fuel surcharge be retroactive.

THANK YOU FOR CHOOSING CSX TRANSPORTATION AS YOUR COAL, COKE, AND IRON ORE PARTNER.

If you have any questions about the terms and conditions, or about anything related to CSXT, please contact: 1-877-ShipCSX (1-877-744-7279).