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232921

September 5, 2012

Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

ENTERED
Office of Proceedings
September 5, 2012
Part of
Public Record

RE: Finance Docket No. 35674, *CSX Transportation, Inc.—Temporary Trackage Rights—Alabama Great Southern Railroad Company and Meridian Speedway, LLC*

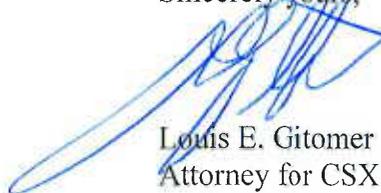
EXPEDITED HANDLING REQUESTED

Dear Ms. Brown:

Enclosed for efilng are a Verified Notice of Exemption under 49 C.F.R. § 1180.2(d)(8), and a Petition for Waiver. The filing fees of \$1,200.00 for the Notice and \$600.00 for the Waiver have been paid by credit card.

If you have any questions, please contact me.

Sincerely yours,



Louis E. Gitomer
Attorney for CSX Transportation, Inc.

Enclosures

FEE RECEIVED
September 5, 2012
SURFACE
TRANSPORTATION BOARD

FILED
September 5, 2012
SURFACE
TRANSPORTATION BOARD

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 35674

CSX TRANSPORTATION, INC.
—TEMPORARY TRACKAGE RIGHTS—
ALABAMA GREAT SOUTHERN RAILROAD COMPANY AND
MERIDIAN SPEEDWAY, LLC

VERIFIED NOTICE OF EXEMPTION

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CSX Transportation, Inc.
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(904) 359-1229

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(410) 296-2250
Lou@lgrailaw.com

Attorneys for: CSX Transportation, Inc.

Dated: September 5, 2012

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 35674

CSX TRANSPORTATION, INC.
—TEMPORARY TRACKAGE RIGHTS—
ALABAMA GREAT SOUTHERN RAILROAD COMPANY AND
MERIDIAN SPEEDWAY, LLC

VERIFIED NOTICE OF EXEMPTION

CSX Transportation, Inc. (“CSXT”) submits this Verified Notice of Exemption pursuant to the class exemption at 49 C.F.R. § 1180.2(d)(8) for overhead temporary trackage rights over certain rail lines operated by the Alabama Great Southern Railroad Company (“AGS”), a subsidiary of Norfolk Southern Railway Company, and Meridian Speedway, LLC (“Meridian”), a subsidiary of The Kansas City Southern Railway Company, generally between Birmingham, AL and Shrewsbury, LA. The temporary trackage rights cover a total distance of approximately 353.2 miles. The temporary trackage rights will permit CSXT to resume overhead rail service between Pascagoula, MS and New Orleans, LA in the aftermath of Hurricane Isaac. The parties have entered temporary trackage rights agreements (Exhibit B), which are not sought as a responsive application in a rail consolidation proceeding.

Pursuant to the Surface Transportation Board’s (the “Board”) regulations at 49 C.F.R. §1180.4(g), CSXT submits the following information:

Section 1180.6 Supporting Information

(a)(1)(i) Description of Proposed Transaction

CSXT is acquiring overhead temporary trackage rights: (A) from AGS: (1) AGS South District between the connection of AGS and CSXT in Birmingham, Alabama near 14th Street at Milepost 143.5, and the connection with the trackage of KCSR near 27th Avenue in Meridian, Mississippi at Milepost 295.4; (2) AGS N.O. & N.E. District between the connection with the trackage of Meridian at Meridian, MS, 27th Avenue, milepost NO 0.4, and New Orleans, LA, Oliver Junction, milepost 194.1; and (3) New Orleans Terminal Back Belt Line between New Orleans, LA, Oliver Junction, 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, LA, milepost 0.0-A, a distance of 352.8 miles; and (B) from Meridian over the connection between AGS and Meridian near 27th Avenue in Meridian, Mississippi at Milepost 295.4 and the connection between Meridian and AGS N.O. & N.E. District at Milepost NO-0.4, a distance of 0.4 miles; for a total distance of 353.2 miles over AGS and Meridian.

The carriers involved in this transaction and their business addresses are:

CSX Transportation, Inc.
500 Water Street J-150
Jacksonville, FL 32202

Alabama Great Southern Railroad Company
Three Commercial Place
Norfolk, VA 23510

Meridian Speedway, LLC
427 West 12th Street
Kansas City, MO 64105

Questions and correspondence concerning this notice may be addressed to:

Steven C. Armbrust
CSX Transportation, Inc.
500 Water Street J-150
Jacksonville, FL 32202
(904) 359-1229

Louis E. Gitomer
Law Offices of Louis E. Gitomer, LLC
600 Baltimore Avenue, Suite 301
Towson, MD 21204
(410) 296-2250
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(a)(1)(ii) Consummation Date

CSXT has today filed a Petition for Waiver of the requirement that “[t]o qualify for an exemption under §1180.2(d), a railroad must file a verified notice of the transaction with the Board at least 30 days before the transaction is consummated indicating the proposed consummation date.” Should the STB grant the requested Petition for Waiver, CSXT intends to consummate the transaction on or after September 5, 2012.

(a)(1)(iii) Purpose Sought to be Accomplished

Portions of CSXT’s track along the Gulf Coast have been damaged and put out of service between Pascagoula, MS and New Orleans, LA, by Hurricane Isaac. In the Gulf Coast region, CSXT continues to mobilize crews and phase in operations where it is safe to do so. While inspections continue, most of the company's rail infrastructure appears to be largely intact, including the Gentilly Yard in New Orleans. However, about a 15-mile stretch of the line east of New Orleans will require restoration over the next several weeks. In order to continue to provide overhead service to its customers while it rebuilds those portions of its line that have been damaged, CSXT has arranged for temporary overhead trackage rights with AGS and Meridian. The term of the temporary trackage rights is 100 days and the temporary trackage rights are

anticipated to expire on December 13, 2012, if the trackage rights commence on September 5, 2012.¹

(a)(5) List of States in which the Party's Property is Situated

CSXT owns and operates about 21,000 miles of railroad in the States of Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Massachusetts, Maryland, Michigan, Mississippi, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, and West Virginia, the District of Columbia, and the Provinces of Ontario and Québec. Norfolk Southern Railway Company, the operator of AGS, owns and operates about 20,000 miles of railroad in the States of Alabama, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Michigan, Mississippi, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, and West Virginia and District of Columbia. Meridian operates about 320 miles of railroad in the States of Mississippi and Louisiana. The overhead temporary trackage rights are located in the States of Alabama, Mississippi, and Louisiana.

(a)(6) Map

A map illustrating the involved trackage rights is attached as Exhibit A.

(a)(7)(ii) Agreement

Copies of the redacted draft trackage rights agreements are attached as Exhibit B.

Labor Protection

Any employees who are adversely affected by the acquisition of the temporary overhead trackage rights that are the subject of this Notice are entitled to protection under the conditions

¹ The parties have agreed to a 100-day term in an abundance of caution. CSXT expects to be operating over its own line in less time.

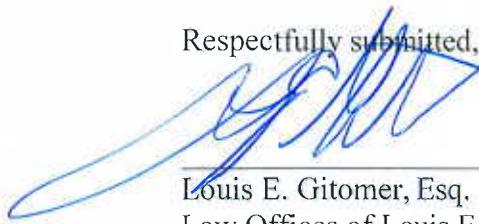
imposed in *Norfolk and Western Railway Ry. Co.—Trackage Rights—BN*, 354 I.C.C. 605 (1978), as modified by *Mendocino Coast Ry., Inc. —Lease and Operate*, 360 I.C.C. 653 (1980) (“*N&W*”). CSXT, AGS, and Meridian will provide the protections of *N&W*, but because of the nature of the situation, the unions representing CSXT and AGS employees have agreed to waive the 20-day notice period of *N&W* so that operations may start upon the effective date of this Notice of Exemption.

Any employees who are adversely affected by the discontinuance of these temporary overhead trackage rights that are the subject of this Notice are entitled to protection under the conditions imposed in *Oregon Short Line R. Co.—Abandonment—Goshen*, 360 I.C.C. 91 (1979).

Environmental and Historic Matters

Environmental and historic impacts associated with trackage rights transactions generally are considered to be insignificant. Therefore, environmental and historical reports and documentation normally need not be submitted for this type of transaction, pursuant to 49 C.F.R. § 1105.6(c)(4) and § 1105.8(b)(3).

Respectfully submitted,



Steven C. Armbrust, Esq.
CSX Transportation, Inc.
500 Water Street J-150
Jacksonville, FL 32202
(904) 359-1229

Louis E. Gitomer, Esq.
Law Offices of Louis E. Gitomer, LLC
600 Baltimore Avenue, Suite 301
Towson, MD 21204
(410) 296-2250
Lou@lgraillaw.com

Attorneys for: CSX Transportation, Inc.

Dated: September 5, 2012

SURFACE TRANSPORTATION BOARD

NOTICE OF EXEMPTION

FINANCE DOCKET NO. 35674

CSX TRANSPORTATION, INC.
—TEMPORARY TRackage RIGHTS—
ALABAMA GREAT SOUTHERN RAILROAD COMPANY AND
MERIDIAN SPEEDWAY, LLC

Alabama Great Southern Railroad Company (“AGS”), a subsidiary of Norfolk Southern Railway Company, has agreed to grant overhead temporary trackage rights to CSX Transportation, Inc. over (1) AGS South District between the connection of AGS and CSXT in Birmingham, Alabama near 14th Street at Milepost 143.5, and the connection with the trackage of KCSR near 27th Avenue in Meridian, Mississippi at Milepost 295.4; (2) AGS N.O. & N.E. District between the connection with the trackage of Meridian at Meridian, MS, 27th Avenue, milepost NO 0.4, and New Orleans, LA, Oliver Junction, milepost 194.1; and (3) New Orleans Terminal Back Belt Line between New Orleans, LA, Oliver Junction, 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, LA, milepost 0.0-A, a distance of 352.8 miles.

Meridian Speedway, LLC (Meridian Speedway”), a subsidiary of The Kansas City Southern Railway Company, has agreed to grant overhead temporary trackage rights to CSXT from Meridian over the connection between AGS and Meridian Speedway near 27th Avenue in Meridian, Mississippi at Milepost 295.4 and the connection between Meridian Speedway and AGS N.O. & N.E. District at Milepost NO-0.4, a distance of 0.4 miles.

The total distance of the proposed trackage rights over AGS and Meridian Speedway is 353.2 miles. The temporary trackage rights will be effective on September 5, 2012, and will expire on December 13, 2012.

As a condition to this exemption, any employee affected by the acquisition of the temporary trackage rights will be protected by the conditions imposed in *Norfolk and Western Railway Ry. Co.–Trackage Rights–BN*, 354 I.C.C. 605 (1978), as modified by *Mendocino Coast Ry., Inc. –Lease and Operate*, 360 I.C.C. 653 (1980), and any employee affected by the discontinuance of those trackage rights will be protected by the conditions set out in *Oregon Short Line R. Co.–Abandonment–Goshen*, 360 I.C.C. 91 (1979).

This notice is filed under 49 CFR §1180.2(d)(8). If it contains false or misleading information, the exemption is void *ab initio*. Petitions to revoke the exemption under 49 U.S.C. 10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the transaction.

An original and 10 copies of all pleadings, referring to STB Finance Docket No. 35674, must be filed with the Surface Transportation Board, 395 E Street, S.W., Washington, DC 20423-0001. In addition, a copy of each pleading must be served on Steven C. Armbrust, CSX Transportation, Inc., 500 Water Street J-150, Jacksonville, FL 32202, and Louis E. Gitomer, Law Offices of Louis E. Gitomer, LLC, 600 Baltimore Avenue, Suite 301, Towson, MD 21204, Lou@lgrailaw.com.

Dated:

By the Board, Rachel D. Campbell, Director, Office of Proceedings.

EXHIBIT A-MAP

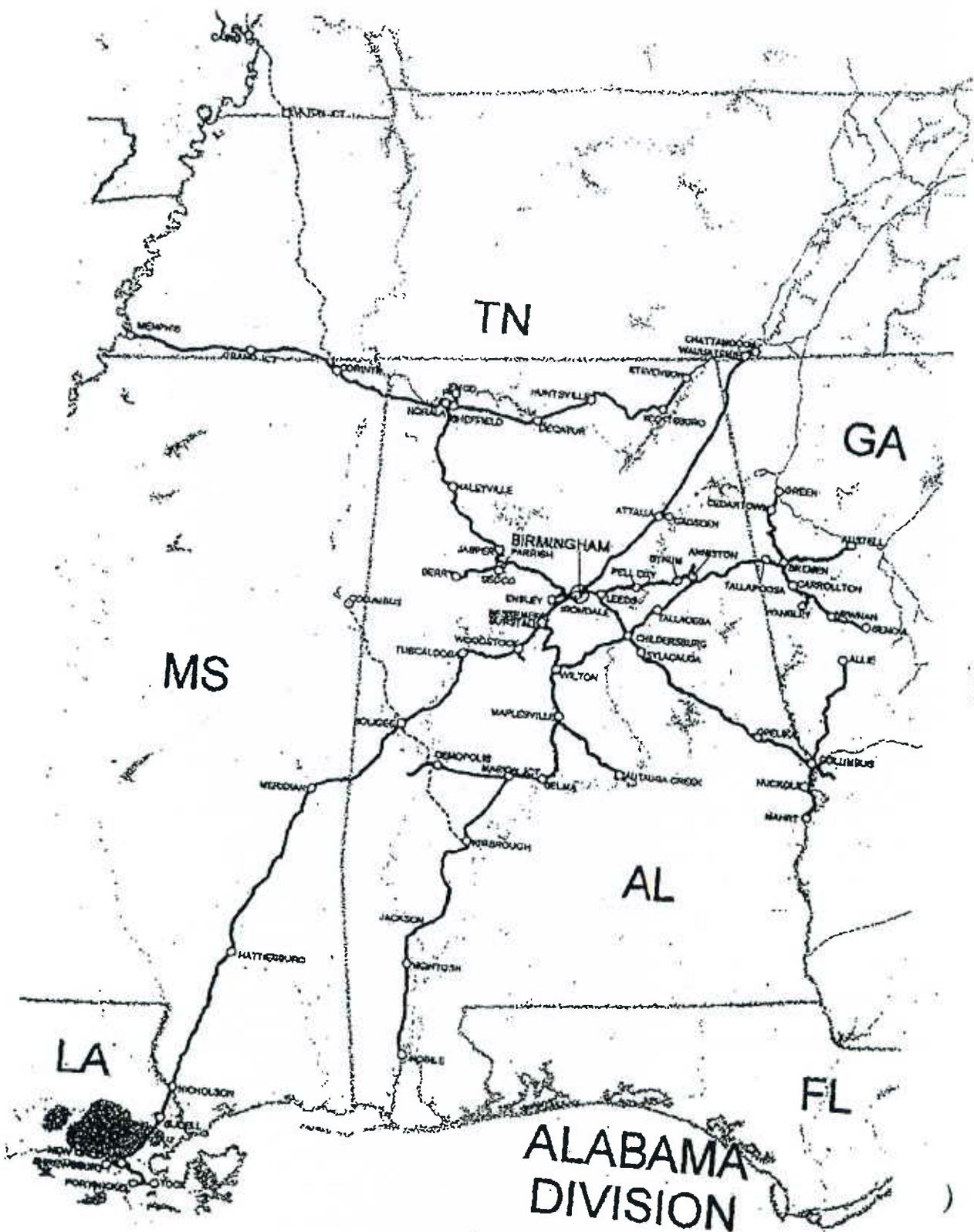


EXHIBIT B-AGREEMENTS

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 31st day of August, 2012 by and among 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 AGS and CSXT 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, for the period of time specified herein, CSXT merchandise train service between Birmingham and interchange with certain other railroads in New Orleans;

WHEREAS, a portion of the Subject Trackage covering

approximately 4/10 of one mile in Meridian, MS ("MSLLC Segment") is owned by the Meridian Speedway, LLC , but operated by the Kansas City Southern Railway Company ("KCSR");

WHEREAS, AGS has trackage rights to utilize the MSLLC Segment via an agreement by and among 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, MSLLC and CSXT have entered into a separate agreement to provide for CSXT's use of the MSLLC Segment;

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 merchandise trains, locomotives, cars and equipment with its own crews (hereinafter referred to as the "Temporary Trackage Rights") over the lines of railroad owned by AGS, hereinafter referred to as "Subject Trackage", identified as follows:

- (a) AGS South District between the connection of AGS and CSXT in Birmingham, Alabama near 14th Street at

Milepost 143.5, and the connection with the trackage of MSLLC near 27th Avenue in Meridian, Mississippi at Milepost 295.4; and

(b) AGS N.O.&N.E. District between the connection with the trackage of MSLLC at Milepost NO-0.4, and Oliver Junction in New Orleans, Louisiana at Milepost NO-194.1; and

(c) 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 Articles (a), (b) and (c) immediately above along with the MSLLC Segment covered under a separate agreement are each non-separable segments of the single unified route over which the subject temporary trackage rights are granted and each of the connection between AGS and CSXT 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 shall not be diminished by this Agreement. Except as to the MSLLC 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 Trackage only at the End Points.
- (d) Except as to the MSLLC Segment, AGS shall have exclusive control of the management and operation of the Subject Trackage. MSLLC shall have exclusive control of the management and operation of the MSLLC Segment. CSXT shall

not have any claim against AGS or MSLLC 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. Additional trains may be permitted at the discretion of AGS and MSLLC and shall be subject to line capacity and, when relevant, pilot availability.
- (f) CSXT's trains shall not exceed Eight Thousand Five Hundred (8,500) feet in length, including locomotives, while operating over the Subject Trackage.
- (g) CSXT shall supply locomotives sufficient to handle trains over the Subject Trackage, in accordance with the applicable NSR Division Timetable. Such locomotive power shall be no less than one (1) horsepower per trailing ton.
- (h) In addition to the compensation provided in Article 4(a), CSXT shall reimburse NSR for any expenses, plus applicable additives, for any special services provided to CSXT trains at a rate of

when such services are provided. Such services shall include, but not be limited to, assistance provided to

dimensional and military movements.

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 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.

- (d) CSXT and MSLLC executed a temporary trackage rights agreement over the MSLLC Segment ("MSLLC Agreement"). When operating over the MSLLC Segment, CSXT shall comply with the MSLLC Agreement.

ARTICLE 4. COMPENSATION AND PAYMENT OF BILLS

- (a) CSXT shall pay to AGS for its use of the 353.2 miles of the Subject Trackage other than the MSLLC 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 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.

- (c) All payments called for under this Agreement (other than those described in Article 4(b) shall be made within thirty (30) days after the date of the bills therefor. No payments shall be withheld as to any invoice 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 to permit an audit thereof, provided that such audit is initiated at any time within 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 MSLLC Segment, shall maintain, repair and renew the Subject Trackage with their own supervision and labor. AGS, as to the Subject Trackage other than the MSLLC Segment, shall keep and 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, as to the Subject Trackage, except for the MSLLC Segment, shall take all reasonable steps to ensure that any interruptions

will be kept to a minimum. Furthermore, CSXT shall not by reason of failure or neglect on the part of AGS and to maintain, repair or renew the Subject Trackage, have or make any claim or demand against AGS or their respective parent corporation, subsidiaries or affiliates, or their respective directors, officers, agents or employees (the "AGS Indemnified Persons") 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 MSLLC 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 MSLLC Segment. CSXT shall have no claim against AGS 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 the

condition, maintenance, repair, renewal or continued viability for use of the MSLLC Segment.

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 MSLLC 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, 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 shall furnish all labor and material and shall construct such portions of the tracks located on the right-of-way of CSXT 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, and the same shall be the property of, and controlled by, AGS. 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.
- (iii) AGS will maintain, repair and renew the constructed/ 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 MSLLC 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 be owned and controlled by AGS and become a part of the Subject Trackage. 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 MSLLC 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. Such additional or altered facilities shall be the property of AGS. CSXT shall pay to AGS the cost thereof, including the annual 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 the AGS Indemnified Persons from and against all fines, penalties and liabilities imposed upon all of the AGS Indemnified Persons under such laws, rules, and regulations by any public authority or court having jurisdiction in the premises, when attributable 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 MSLLC Segment shall comply in all respects with the safety rules, operating rules and other regulations of AGS, as applicable, and the movement of CSXT's trains, locomotives, cars, and equipment over the Subject Trackage other than the MSLLC Segment shall at all times be subject to the orders of the transportation officers of AGS. 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 and MSLLC's operating rules and regulations without the prior consent of AGS and MSLLC, as applicable.

- (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 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) If any employee of CSXT shall neglect, refuse or fail to abide by AGS's rules, instructions and restrictions governing the operation on or along the Subject Trackage, such employee shall, upon written request of AGS, be

prohibited by AGS from working on the Subject Trackage. If any Party shall deem it necessary to hold a formal investigation to establish such neglect, refusal or failure on the part of any employee of CSXT, then upon such notice presented in writing, CSXT shall promptly hold an investigation in which all Parties concerned shall participate and bear the expense for its officers, counsel, witnesses and employees. Notice of such investigations to CSXT's employees shall be given by CSXT's officers, and such investigation shall be conducted in accordance with the terms and conditions of schedule agreements between CSXT and its employees. If the result of such investigation warrants, such employee shall, upon written request by AGS, be withdrawn by CSXT from service on the Subject Trackage, and CSXT shall release and indemnify AGS from and against any and all claims and expenses because of such withdrawal.

- (e) The trains, locomotives, cars and equipment of CSXT, AGS, and any other present or future user of the Subject Trackage or any portion thereof, 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.

- (f) 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 rendering any such assistance.
- (g) 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.
- (h) 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 MSLLC 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.

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ARTICLE 12.

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) CSXT shall be responsible for losses occurring to lading to the extent so allocated pursuant to Section 11 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) CSXT shall indemnify and hold harmless the AGS Indemnified Persons 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.

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 MSLLC, 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 or the termination of the MSLLC Trackage Rights Agreement.

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. [INTENTIONALLY OMITTED]

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.

(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 100th day following the effective date of this Agreement.

ARTICLE 18. SUCCESSORS AND ASSIGNS

(a) Neither this Agreement (including 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, merger or change of control, without the prior written consent of the other Parties, except to a controlled subsidiary.

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 agree, and shall be addressed as follows:

If to CSXT: Director- Network Planning
 CSX Transportation, Inc. J-315
 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 Parties 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 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 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 Parties shall also extend to and indemnify the parent corporations, subsidiaries and affiliates of such other Parties, and all of their respective directors, officers, agents and employees.

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

WITNESS CSX TRANSPORTATION, INC.

_____ By _____
VP Service Design & Advanced Technology

WITNESS THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY

_____ By _____
Vice President Network & Service Management

Temporary Trackage Rights Agreement
.4 of a mile between MP _____ in Meridian Mississippi

This **Temporary Trackage Rights Agreement**, made and entered into this ___ day of September, 2012 by and between Meridian Speedway, LLC, a Delaware limited liability company, hereinafter called "MSLLC" or "Owner", and , CSX Transportation, Inc. a Virginia corporation, hereinafter called "CSXT" or "User",

WHEREAS, MSLLC is the owner of .4 of a mile of track between the connection of the Alabama Great Southern Railroad (AGS) and KCSR near 27th Avenue in Meridian, MS and the connection between the The Kansas City Southern Railway Company ("hereinafter "KCSR") and AGS N.O. & N.E. District at Milepost NO-0.4 (hereinafter referred to as "Joint Trackage").

WHEREAS, CSXT desires to obtain temporary trackage rights upon the Joint Track for the sole purpose of handling one merchandise train a day in each direction; and

WHEREAS, MSLLC is agreeable to said temporary trackage rights but only on the terms and conditions hereinafter set forth,

NOW, THEREFORE, it is mutually agreed by and between the parties,

Section 1, TRACKAGE SUBJECT TO AGREEMENT.

The trackage covered by this agreement consists of .4 of a mile of track between the connection of the AGS and KCS near 27th Avenue in Meridian, MS and the connection between the KCSR and AGS N.O.&N.E. District at Milepost NO-0.4 (Hereinafter referred to as "Joint Trackage").

Section 2 GRANT OF TEMPORARY TRACKAGE RIGHTS.

The General Conditions covering the grant of temporary trackage rights are set forth in Exhibit "B". If any conflict between Exhibit "B" and this agreement shall arise, the provisions of this agreement shall prevail. Subject to the terms and conditions of Exhibit "B" this agreement; MSLLC grants to CSXT the temporary nonexclusive right to use the Joint Trackage for a period of one hundred (100) days from the date of execution of this agreement, for Equipment (as defined in Exhibit "B") that is in its account while moving over the Joint Trackage in common with MSLLC and such other railroad company or companies as MSLLC has heretofore admitted or may hereafter at any time admit to the joint use of any and all of the Joint Trackage, such other railroad company or companies to hereinafter be considered MSLLC for the purpose of this agreement. Except as expressly provided otherwise herein, said grant of rights shall be solely for one CSXT merchandise train a day in each direction, with additional trains to be allowed at the discretion of MSLLC.

It is understood and agreed that:

(a) CSXT shall not have the right to:

- (1) set out, pick up or store cars, or switch upon the Joint Trackage, or any part thereof, except as necessary for handling Equipment that is bad ordered en route;
- (2) to serve any industry, team or house track now existing or constructed in the future along the Joint Trackage which heretofore has not been served by CSXT;
- (3) permit or admit any third party to the use of all or any portion of the Joint Trackage, nor have the right to detour trains of any other railroad over or upon the Joint Trackage, nor under the guise of doing its own business contract or make an agreement to handle as its own Equipment over or upon the Joint Trackage, or any portion thereof, the Equipment of any third party which in the normal course of business would not be considered the Equipment of CSXT; provided, however, that the foregoing shall not prevent CSXT, pursuant to a run-through agreement with any railroad, from using locomotives and cabooses of another railroad as its own under this agreement.

(b) CSXT shall provide qualified CSXT train crews per General Conditions Section 2.14.

(c) CSXT locomotives shall have sufficient fuel for the entire movement on MSLLC and CSXT will be responsible for the 1,000 or 1,500 mile inspection of their trains,

(d) The CSXT shall notify the Chief Dispatcher for the Kansas City Southern Railway Company (hereinafter "KCS") of the request to operate temporary trackage rights trains under this Agreement. All CSXT train movements will be coordinated with the KCS Kansas City Dispatching Office,

(e) MSLLC will not assess a charge to CSXT for its use of the Joint Trackage.

(f) CSXT trains shall not include locomotives, cars or equipment which exceed the width, height, weight or other restrictions or capacities of the Joint Trackage as published in Railway Line Clearances, and no train shall contain locomotive, cars or equipment which require speed restrictions or other movement restrictions below the maximum authorized freight speeds as provided by KCS's operating rules.

Section 3. MAINTENANCE AND OPERATION OF TRACKAGE.

MSLLC, at its expense, shall maintain the Joint Trackage in a manner permitting operation at no less than the track standard designated in the timetable in effect on the date of this agreement and permit CSXT to operate at such speeds unless by mutual written agreement a different standard is provided. In the event that for, operating convenience, necessity or emergency, MSLLC

permits or directs CSXT to use adjacent MSLLC track and track connections between or beyond the terminal of the Joint Trackage as an alternative route, then and in such event, such trackage, track connections and appurtenances shall be deemed to be part of the Joint Trackage and shall be governed by all the provisions of this Agreement.

Section 4. LIMITATIONS AND MEASUREMENT OF TEMPORARY TRACKAGE RIGHTS TRAINS.

CSXT and MSLLC agree that CSXT's use of the trackage rights granted herein shall be for a maximum of one merchandise train per day in each direction (with additional trains allowed at the discretion of MSLLC) for one hundred days for the date of execution of this agreement. Trains will be limited to 8,500 feet (including locomotives) and must have a minimum of 1.0 HPT. MSLLC will not accept CSXT trains with less than 1.0 HPT.

When operating over the Joint Trackage, CSXT's locomotives and crews will be equipped to communicate with KCS on radio frequencies normally used by KCS in directing train movements on the Joint Trackage.

There may be situations where MSLLC will not be able to allow CSXT train operation on the Joint Trackage. In the event of refusal to grant such CSXT train operation on the Joint Trackage, CSXT shall have no claim of any nature against the MSLLC by reason of such refusal.

Section 5. CONNECTIONS AND ADDITIONS.

The entire cost of construction of any connection necessary for the implementation of the temporary trackage rights granted in this Agreement shall be at CSXT's expense. MSLLC, at CSXT's expense, shall construct, own and maintain the part of any connection on MSLLC's property.

Section 6.

Section 7. TERM AND TERMINATION.

Subject to the provisions of Section 7.2, 7.3 and 7.4 of Exhibit "B" this agreement shall become effective upon the date of execution, subsequent to having secured all necessary consent, approval or authority from appropriate governmental agencies upon terms and conditions satisfactory to MSLLC, and shall remain in effect for the period of time specified in Section 2 hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate the day and year first above written.

MERIDIAN SPEEDWAY, LLC

By: _____

CSX TRANSPORTATION, INC.

By: _____

EXHIBIT "B" GENERAL CONDITIONS

Section 1. DEFINITIONS

1.1 "Agreement" shall mean that certain agreement to which this Exhibit "B" is appended. The term "Agreement" will include this Exhibit "B".

1.2 "Owner" shall mean the party granting the right to use the Joint Trackage (as that term is hereinafter defined).

1.3 "User" shall mean the party granted by the Agreement the right to use the Joint Trackage. Where more than one party is granted by the Agreement the right to use the Joint Trackage, User shall mean those parties collectively.

1.4 "Joint Trackage" shall mean trackage of Owner as described in the Agreement including necessary right-of-way and appurtenances and support facilities thereof, and all Changes in and/or Additions to (as that term is hereinafter defined), thereto now or in the future located as are required or desirable for the operation of the trains of the parties hereto.

1.5 "Equipment" shall mean trains, locomotives, cars, cabooses, vehicles, and machinery which are capable of being operated on railroad tracks, or operated on right-of-way for purpose of the maintenance or repair thereof.

1.6 "STB" shall mean the Surface Transportation Board of the United States Department of Transportation or any successor agency.

Section 2. MAINTENANCE CHANGES IN AND/OR ADDITIONS. OPERATION AND CONTROL

2.1 User shall construct, maintain, repair, and renew, at its sole cost and expense, and shall own such portions of the tracks which connect the respective lines of the parties at the termini of the Joint Trackage as are located on the right-of-way of User and to the clearance point in right-of-way of Owner. Owner grants to User a license over that portion of Owner's property between right-of-way line and clearance point in order for User to maintain such trackage. Owner shall construct, maintain, repair, and renew, at the sole cost and expense of User, and shall own the portions of the track connections between said tracks of the parties hereto between the headblock and clearance point located on the right-of-way of Owner.

2.2 The construction, maintenance, repair, and renewal of the Joint Trackage shall be under the exclusive direction and control of Owner. Owner shall make any changes in and/or additions to the Joint Trackage which may be required by law, and progressively during construction these shall become part of the Joint Trackage. Owner may make any changes in

and/or additions to the Joint Trackage which Owner deems necessary or desirable for the safe, efficient, and economical use of the Joint Trackage by the parties, and these shall progressively during construction become part of the Joint Trackage. User may request changes in and/or additions to the Joint Trackage which User shall deem necessary or desirable for the safe, efficient, and economical use of the Joint Trackage by the parties, and Owner shall, if it concurs, construct the same upon such terms and conditions as may be agreed upon and they shall become part of the Joint Trackage. Owner shall make no retirement, withdrawal, elimination or disposal of any part of the Joint Trackage which would permanently or materially impair the usefulness thereof to User.

2.3 The management and operation of the Joint Trackage shall be under the exclusive direction and control of Owner. Owner shall have the unrestricted power to change the management and operations on and over the Joint Trackage as in its judgment may be necessary, expedient, or proper for the operations thereof herein intended. Trains of the parties hereto shall be given equal dispatch, according to their class.

2.4 Owner shall employ all persons necessary to construct, operate, maintain, repair, and renew the Joint Trackage. Owner shall be bound to use only reasonable and customary care, skill, and diligence in the construction, operation, maintenance, repair, and renewal of the Joint Trackage and in managing same. The Joint Trackage shall be kept in a state of reasonable repair and reasonably suitable for the combined requirements of the parties and of such other railroad companies as Owner has heretofore admitted or may hereafter admit to use of the Joint Trackage. In the event there are conditions from time to time which require emergency slow orders with respect to any location on the main tracks comprised in the Joint Trackage, Owner shall, with reasonable promptness, repair such conditions so as to permit the removal of such emergency slow orders. Notwithstanding anything to the contrary contained in the Agreement, User shall not, by reason of Owner's performing or failing or neglecting to perform any construction, operation, maintenance, repair, renewal, or management of the Joint Trackage, have or make against Owner any claim or demand for any loss, damage, destruction, injury, or death whatsoever resulting therefrom. User shall be given the same advance notice of maintenance plans and schedules as is provided to Owner's personnel.

2.5 All officers, agents, and employees of Owner engaged in the management, operation, and maintenance of the Joint Trackage shall perform their duties in a fair, impartial, and just manner.

2.6 User, at its expense, shall install and maintain upon its Equipment such equipment, radios, or devices as may now or in the future be necessary or appropriate, in the reasonable judgment of Owner, for operation of trains upon the Joint Trackage. User will not, however, be required to install any equipment or devices not in use on Equipment of Owner. Owner shall consult with User prior to the adoption of new communication or signaling systems to be employed on the Joint Trackage which have not theretofore been generally adopted in the railroad industry.

2.7 If the use of the Joint Trackage shall at any time be interrupted or traffic thereon or thereover be delayed for any cause, neither party shall have or make any claim against the other for loss, damage, or expense of any kind, caused by or resulting from such interruption or delay.

2.8 Owner may from time to time substitute any track or tracks for those delineated in the Agreement for use by User provided there shall at all time be afforded User a continuous route of equal utility for the operations of its Equipment within the termini of the Joint Trackage. When such tracks which are not part of the Joint Trackage are used as provided herein, the Agreement shall govern for purposes of direction and control and liability as if all movement had been made over the Joint Trackage.

2.9 Each party shall be responsible for furnishing, at its own expense, all labor, fuel, and train supplies necessary for the operation of its own Equipment over the Joint Trackage. In the event a party hereto does furnish such labor, fuel, or train supplies to another party hereto, the party receiving same shall promptly, upon receipt of billing therefor, reimburse the party furnishing same for its reasonable costs thereof.

2.10 The operation by User on or along the Joint Trackage shall at all times be in accordance with the rules, instructions, and restrictions of Owner, but such rules, instructions, and restrictions shall be reasonable, just, and fair between all parties using the Joint Trackage and shall not unjustly discriminate against any of them.

2.11 User shall be responsible for the reporting and payment of any mileage, per diem, use, or rental charges accruing on Equipment in User's account on the Joint Trackage. Except as may be specifically provided for in the Agreement, nothing herein contained is intended to change practices with respect to interchange of traffic between the parties or with other carriers on or along the Joint Trackage.

2.12 The total cost of clearing a derailment, cleaning up any Hazardous Materials released during such derailment, and/or repairing the Joint Trackage or any other property damaged thereby shall be borne by the party or parties liable therefor in accordance with Section 4 of this Exhibit "B",

2.13 In the event of release of Hazardous Materials caused by faulty equipment or third parties, cleanup will be conducted and total costs resulting therefrom shall be borne by the parties as stated in Section 4 of this Exhibit "B".

2.14 All employees of User engaged in or connected with the operations of User on or along the Joint Trackage shall be required to pass periodic examination on the rules of Owner related to the Joint Trackage, provided, with respect to such examinations that, upon request of User, owner shall qualify one or more of User's supervisory officers on said rules and such supervisory officer or officers so qualified shall examine all employees of User engaged in or connected with User's operations on or along the Joint Trackage. Pending qualification of train and engine crews of User, Owner shall furnish a pilot or pilots, at the expense of User, as deemed necessary by owner to assist in operating trains of User over the Joint Trackage.

2.15 If any employee of User shall neglect, refuse, or fail to abide by Owner's rules, instructions, and restrictions governing the operation on or along the Joint Trackage, such employee shall, upon written request of Owner, be prohibited by User from working on the Joint Trackage. If either party shall deem it necessary to hold a formal investigation to establish such neglect, refusal, or failure on the Part of any employee of User, then upon such notice presented in writing, owner and User shall promptly hold a joint investigation in which all parties concerned shall participate and bear the expense for its officers, counsel, witnesses, and employees. Notice of such investigations to employees of User shall be given by User's officers, and such investigation shall be conducted in accordance with the terms and conditions of schedule agreements between User and its employees. If, in the judgment of Owner, the result of such investigation warrants, such employee shall, upon written request of Owner, be withdrawn by User from service on the Joint Trackage, and User shall release and indemnify Owner from and against any and all claims and expenses because of such withdrawal.

If the disciplinary action is appealed by an employee of User to the National Railroad Adjustment Board or other tribunal lawfully created to adjudicate such cases, and if the decision of such board or tribunal sustains the employee's position, such employee shall not thereafter be barred from service on the Joint Trackage by reason of such occurrence.

2.16 If any Equipment of User is bad ordered enroute on the Joint Trackage and it is necessary that it be set out, such bad ordered Equipment shall, after being promptly repaired, be promptly picked up by User. Unless otherwise agreed, Owner may, upon request of User and at User's expense, furnish the required labor and material and perform light repairs to make such bad ordered Equipment safe for movement. The employees and Equipment of Owner while in any manner so engaged or while enroute to or returning to Owner's terminal from such an assignment shall be considered sole employees of User and sole property of User. However, should Owner after repairing such Equipment for User, move directly to perform service for Owner's benefit rather than return to Owner's terminal, then User's exclusive time and liability will end when owner's employees depart for work to be performed for Owner's benefit. In the case of such repairs by Owner to freight cars in User's account, billing therefor shall be in accordance with the Field and Office Manuals of the Interchange Rules adopted by the Association of American Railroads, hereinafter called "Interchange Rules", in effect at the date of performance of the repairs. Owner shall then prepare and submit billing directly to and collect from the car owner for car-owner responsibility items as determined under said Interchange Rules. Owner shall also submit billing to and collect from User any charges for repair to freight cars that are car-owner responsibility items, as determined under said Interchange Rules, should said car owner refuse or otherwise fail to make payment therefor.

2.17 If Equipment of User shall become derailed, wrecked, or otherwise disabled while upon the Joint Trackage, it shall be re-railed or cleared by Owner, except that employees of User may re-rail User's derailed Equipment on the Joint Trackage whenever use of motorized on or off track equipment is not required and prior permission has been granted by Owner, The costs and expenses of clearing derailments and wrecks shall be at User's expense unless otherwise provided for in allocation of liability in Section 5 of this Exhibit "B".

2.18 In the event Equipment of User shall be forced to stop on Joint Trackage, and such stoppage is due to insufficient hours of service remaining among User's employees, or due to

mechanical failure of User's Equipment, or any other cause not resulting from an accident or derailment, and such Equipment is unable to proceed, or if a train of User fails to maintain the speed required by Owner on the Joint Trackage, or if in emergencies, crippled or otherwise defective Equipment is set out of User's trains on the Joint Trackage, Owner shall have the option to furnish motive power or such other assistance (including but not limited to the right to re-crew User's train) as may be necessary to haul, help or push such Equipment, or to properly move the disabled Equipment off the Joint Trackage. The costs and expenses of furnishing motive power or of rendering such other assistance shall be at User's expense.

2.19 In the event any accident, derailment, or wreck, hereinafter called "derailment" involving Units on or in a train operated by User or for User by Owner carrying hazardous materials, substances, or wastes, as defined pursuant to federal or state law, hereinafter called Hazardous Materials shall occur on any segment of the Joint Trackage, any report required by federal, state or local authorities shall be the responsibility of User, User shall also advise the owner/shipper of the Hazardous Materials involved in the derailment, and Owner, immediately. Unless otherwise agreed by the parties, Owner shall assume responsibility for cleaning up any release of such Hazardous Materials from User's cars in accordance with all federal, state, or local regulatory requirements. User may have representatives at the scene of the derailment to observe and provide information and recommendations concerning the characteristics of Hazardous Materials release and the cleanup effort. Such costs shall be borne in accordance with Section 4 of the General Conditions. .

If Hazardous Materials must be transferred to undamaged cars, User shall perform the transfer, provided, however, that if the Hazardous Materials are in damaged cars that are blocking the Joint Trackage, Owner, at its option, may transfer the Hazardous Materials, Transfers of Hazardous Materials by User shall only be conducted after being authorized by Owner.

Section 3. BILLING DEFAULT

3.1 Billing shall be accomplished on the basis of data contained in a billing form mutually agreed to between the parties. Such billing form shall contain sufficient detail to permit computation of payments to be made hereunder. Billing shall be prepared according to the rules, additives, and equipment rental rates as published by the Owner, User shall pay to Owner at the Office of the Treasurer of Owner or at such other location as Owner may from time to time designate, all the compensation and charges of every name and nature which in and by the Agreement User is required to pay in lawful money of the United States within sixty (60) days after the rendition of bills therefor. Bills shall contain a statement of the amount due on account of the expenses incurred and services rendered during the billing period.

3.2 Errors or disputed items in any bill shall not be deemed a valid excuse for delaying payment, and payments shall be made subject to subsequent adjustment; provided no exception to any bill shall be honored, recognized, or considered if filed after the expiration of three (3) years from the last day of the calendar month during which the bill is rendered and no bill shall be rendered later than three (3) years (i) after the last day of the calendar month in which the expense covered thereby is incurred, or (ii) if in connection with a project for which a roadway completion report is required, after the last day of the calendar month in which the roadway

completion report is made covering such project, with retirements and additions being reflected as appropriate adjustments to valuation bases retroactive up to three (3) years from date of billing, or (iii) in the case of claims disputed as to amount or liability, after the amount is settled and/or the liability(ies) established. This provision shall not limit the retroactive adjustment of billing made pursuant to retroactive adjustment of wage rates and settlement of wage claims.

3.3 So much of the books, accounts, and records of each party hereto as are related to the subject matter of the Agreement shall at all reasonable times be open to inspection by the authorized representatives and agents of the parties hereto.

All books, accounts, and records shall be maintained to furnish readily full information for each item in Accordance with 49 U.S.C. Section 11161 et seq. and the related regulations of the STB in 49 C.F.R. Part 1201, 1-3, et seq.

3.4 Should any amount become payable by Owner to User under the Agreement, the provisions of Section 3.1 through 3.3 of this Exhibit "B" shall apply with User as the billing party and Owner as the paying party.

3.5 Should User fail to make any payment when due which User is obligated to make under the Agreement, or fail in any other respect to perform as required under the Agreement, and such default shall continue for a period of thirty (30) days after notice in writing of such default is given by Owner to User, owner may at its election exclude User from the use of the Joint Trackage. Thereupon User shall surrender to Owner all said Joint Trackage and shall have no claim or demand upon it, by suit at law or otherwise, on account of said exclusion, provided that failure to make any payment which is the subject of arbitration or litigation between the parties shall not be deemed, pending the decision in such arbitration or litigation, cause of forfeiture hereunder.

Owner may waive such default subsequent, but no action of Owner in waiving any default shall affect any default of user or impair any rights of Owner resulting therefrom,

Section 4. COMPLIANCE WITH LAWS

4.1 User shall not treat, store or dispose of petroleum products or hazardous waste or hazardous substances, as defined in (i) the Resource Conservation and Recovery Act, as amended, or (ii) the Comprehensive Environmental Response Compensation and Liability Act, as amended, or (iii) subsequent legislation regulating discharges into the environment, on the Joint Trackage.

4.2 Responsibility for Environmental Claims (as defined in Section 4.6, below) as between the parties shall be borne as follows:

(a) User shall be responsible for Environmental Claims to the extent they result from:

(i) the use of, or presence upon, the Joint Trackage by User or its contractors or invitees, or

(ii) the negligence or willful misconduct of User, its contractors or invitees in operations on or over the Joint Trackage.

b) Owner shall be responsible for Environmental Claims to the extent that User is not responsible for such claims pursuant to Section 4.2.a, above.

4.3 Each party shall release the other party to the extent it is responsible for an Environmental Claim, and, to the extent of such responsibility, shall defend, indemnify, protect and save harmless such other party from and against such Environmental Claim and costs associated therewith, including, but not limited to, environmental consultant fees, Attorneys' fees and third party claims.

4.4 In the event of any incident, accident, derailment, or vehicle striking or being struck by Equipment (hereinafter "Derailment") involving Equipment operated by a party hereto carrying (i) hazardous materials, substances or wastes, as defined pursuant to Federal or State Law, or (ii) pollutants (hereinafter collectively referred to as "Hazardous Materials" shall occur on the Joint Trackage, any report required by Federal, State or local authorities shall be the responsibility of such party. Each party shall advise the other party immediately of the occurrence of a Derailment involving Equipment operated by the party carrying Hazardous Materials.

Unless otherwise agreed by the parties Owner shall undertake any Response Action (as defined in Section 4.5, below) in accordance with all Federal, State, or local regulatory requirements necessitated by a release of Hazardous Materials on Owner's right-of-way underlying the Joint Trackage from Equipment operated by either party hereto upon the occurrence of a Derailment. User shall have data or a representative available at the scene of any Derailment involving Equipment operated by it to provide information concerning the characteristics of Hazardous Materials released,

If following a Derailment upon the Joint Trackage, Hazardous Materials must be transferred to undamaged cars or other vehicles, unless otherwise agreed by the parties, the party whose Equipment was involved in such Derailment shall perform the transfer; provided, however, that if the Hazardous Materials are in damaged cars of a train of User that are blocking the Joint Trackage, Owner shall transfer the Hazardous Materials; provided further that transfers of Hazardous Materials by User shall only be conducted after being authorized by Owner.

4.5 In the event any cleanup, response, removal or remediation of any environmental condition on the Joint Trackage is necessary (collectively referred to herein as "Response Action"), neither party shall be entitled to any damages, actual or consequential, by reason of the Response Action's interference with the other party's use of the Joint Trackage. Owner and its contractors shall have full, unrestricted and unconditional access to the Joint Trackage for the purpose of completing or engaging in a Response Action for which Owner has any responsibility or, at Owner's option, a Response Action which Owner has undertaken should User fail to diligently pursue and complete such Response Action to the satisfaction of Owner; provided, however, that any Response Action (i) shall be undertaken and completed pursuant to a work plan (including a schedule) submitted to the other party for its review and, in the case of Owner, approval, and (ii) shall not unreasonably, in terms of duration or otherwise, restrict the other

party's use of the Joint Trackage. Either party's completion of any of the other party's obligations hereunder shall not be deemed a waiver of such obligations under the Agreement. Owner shall have the right, but not the obligation, to conduct reasonable inspections of any Response Action of User and User shall provide Owner all information requested by Owner regarding any Response Action of User or any Environmental Claims for which User is responsible.

4.6 The term "Environmental Claim" means the direct costs of any cleanup, response, removal, remediation, natural resource damage, closure and/or post-closure required by any environmental conditions affecting the air, soil, surface waters, ground waters, streams, sediments and similar environmental conditions caused by, resulting from, arising out of, or occurring in connection with this Agreement.

4.7 The liability and indemnity provisions of this Section 4 shall continue in full force and effect with respect to any event occurring during the term of this Agreement regardless of whether this Agreement is terminated pursuant to any other provision, or the Joint Trackage is abandoned and vacated by User.

4.8 The total cost of clearing a Derailment, cleaning CSXT any Hazardous Materials released during such Derailment, and/or repairing the Joint Tracks or any other property damaged thereby shall be borne by the party or parties liable therefor pursuant to the allocation of liability in Section 5 of this Exhibit "B".

Section 5.

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Section 6. ARBITRATION

6.1 If at any time a question or controversy shall arise between the parties hereto in connection with the Agreement upon which the parties cannot agree, then, upon the written request of either party setting forth the issue in dispute, such question or controversy shall be submitted to arbitration. If the parties involved in such dispute are able to agree upon a single arbitrator experienced in matters of the character in dispute within thirty (30) days after the party desiring such arbitration (the "Demanding Party") shall notify in writing the other party or parties to such dispute (the "Noticed Parties), such dispute shall be submitted to such single arbitrator. Otherwise, the Demanding Party shall appoint an arbitrator and notify the Noticed Parties in writing of such appointment. Within twenty (20) days after receipt of said notice, the Noticed Parties shall each appoint an arbitrator and notify the Demanding Party in writing of such appointment. Should any Noticed Party fail within twenty (20) days after receipt of such notice to name its arbitrator, the arbitrator for the Demanding Party and the arbitrators for the other Noticed Parties, if any, shall select one for the Noticed Party so failing and, if they cannot agree, said arbitrator may be appointed by the Chief Judge (or acting Chief Judge) of the United States

District Court for the District in which the headquarters office of the Demanding Party is located upon application by any party after ten (10) days' written notice to all other parties. The arbitrators so chosen, if an even number, shall select one additional arbitrator, to complete the board. If they fail to agree upon an additional arbitrator, the same shall, upon application of any party, be appointed by said judge in the manner heretofore stated.

Upon selection of the arbitrator(s), said arbitrator(s) shall with reasonable diligence determine the questions as disclosed in said notice of demand for arbitration, shall give all parties reasonable notice of the time and place (of which the arbitrator(s) shall be the judge) of hearing evidence and argument, may take such evidence as they deem reasonable or as either party may submit with witnesses required to be sworn, and may hear arguments of counsel or others, If any arbitrator declines or fails to act, the party (or parties in the case of a single arbitrator) by whom he was chosen or said judge shall appoint another to act in his place, After considering all evidence, testimony, and arguments, said single arbitrator or the majority of said board of arbitrators shall promptly state such decision or award in writing which shall be final, binding, and conclusive on all parties to the arbitration when delivered to them, Until the arbitrator(s) shall issue the first decision or award upon any question submitted for arbitration, performance under the Agreement shall continue in the manner and form existing prior to the rise of such question, After delivery of said first decision or award, each party shall forthwith comply with said first decision or award immediately after receiving it.

Each party to the arbitration shall pay the compensation, costs, and expenses of the arbitrator appointed in its behalf and all fees and expenses of its own witnesses, exhibits, and counsel. The compensation, cost, and expenses of the single arbitrator or the additional arbitrator in the board of arbitrators shall be paid in equal shares by all parties to the arbitration.

6.2 The books and papers of all parties, as far as they relate to any matter submitted for arbitration, shall be open to the examination of the arbitrator(s),

Section 7. GOVERNMENTAL APPROVAL

7.1 User shall, at its own cost and expense, initiate by appropriate application or petition and thereafter diligently prosecute proceedings for the procurement of all necessary consent, approval, or authority from any governmental agency for the sanction of the Agreement and the operations to be carried on by User thereunder, Owner, at its expense, shall assist and support said application or petition and will furnish such information and execute, deliver, and file such instrument or instruments in writing as may be necessary or appropriate to obtain such governmental consent, approval, or authority, User and Owner agree to cooperate fully to procure all such necessary consent, approval, or authority.

7.2 In the event Owner shall be involuntarily dispossessed, including threat of condemnation by competent public authority, of the right to operate upon and maintain any portion of the Joint Trackage, Owner shall have no obligation hereunder to provide tracks for User's use, and User shall have and shall make no claim of any kind, legal or otherwise, against Owner for failure to provide such tracks for User's use,

7.3 upon termination of the Agreement, or any partial termination, as the applicable case may be, however the same may occur, User shall be released from any and all manner of obligations and shall be deemed to have forever relinquished, abandoned, surrendered, and renounced any and all right possessed by User to operate over that part of the Joint Trackage to which such termination applied, and as to such part, User shall forever release and discharge Owner of and from any and all manner of obligations, claims, demands, causes of action, or suits which User might have, or which might subsequently accrue to User growing out of or in any manner connected with, directly or indirectly, the contractual obligations of Owner under the Agreement, in all events provided, however, the aforesaid relinquishment, abandonment, surrender, renunciation, release, and discharge of User shall not in any case affect any of the rights and obligations of either Owner or User which may have accrued, or liabilities accrued or otherwise, which may have arisen prior to such termination or partial termination. Upon any termination, Owner will remove from Owner's right-of-way any connecting track, and any exclusive facility of User, at User's expense with salvage to be delivered to and retained by User. Upon any partial termination of the Agreement, however the same may occur, the terms and conditions hereof shall continue and remain in full force and effect for the balance of the Joint Trackage.

7.5 Each party shall be responsible for any labor claims of, and shall bear the cost of employee protection payable to, its own employees, and the employees of companies affiliated with it, to the extent resulting from the entry into or operation of the Agreement. However, in the event the parties agree that Owner should retain employees or provide additional employees for the sole benefit of User, the parties shall enter into a separate written agreement providing that User shall bear all cost and expense for any such retained or additional employees, including, without limitation, all cost and expense associated with labor protection payments which are made by Owner and which would not have been incurred had such retention or provision of employees for the sole benefit of User not been required.

Section 8. OTHER CONSIDERATIONS

8.1 Nothing in the Agreement contained shall limit the right of Owner to admit other companies to the use of the Joint Trackage or any part thereof on such terms and conditions as are satisfactory to Owner, provided such admittance shall not materially hinder or obstruct the fair and reasonable exercise of the rights granted in the Agreement. Such other companies presently or hereafter admitted to the use of the Joint Trackage or any part thereof by Owner shall be considered Owner for the purpose of the Agreement. User shall have no right to admit any person, firm, or corporation to the use of the Joint Trackage.

8.2 The Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successor lessees, and assigns, but no sale, assignment, mortgage, or lease by User of any interest or right given it under the Agreement, separate and apart from a corporate merger, sale, assignment, mortgage or lease of User's railroad in its entirety, shall be valid or binding without the prior written consent of Owner, which consent will not unreasonably be withheld.

8.3 The Agreement and each and every provision hereof is for the exclusive benefit

of the parties hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right in any third person to recover by way of damages or otherwise against any of the parties hereto.

8.4 All notices, demands, requested, or submissions Which are required or permitted to be given pursuant to the Agreement shall be given by either party to the other in writing by serving the same upon the Vice President of Operations of each company.

8.5 If any covenant or provision of the Agreement not material to the right or User to use the Joint Trackage shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which is in itself valid. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision. Should any covenant or provision of the Agreement be adjudged void, the parties will make such other arrangements as, under the advice of counsel, will effect the purposes and intent of the Agreement.

8.6 In the event there shall be any conflict between the provisions of this Exhibit "B" and the Agreement, the provisions of the Agreement shall prevail.

8.7 All Section headings are inserted for convenience only and shall not affect any construction or interpretation of the Agreement. .

End of Exhibit "B".

VERIFICATION

State of Florida)
)ss
County of Duval)

I, Christopher Maffett, being duly sworn, depose and state that I am Director, Network Planning of CSX Transportation, Inc., that I am authorized to make this verification, and that I have read the foregoing Notice of Exemption, and know the facts asserted therein are true and accurate to the best of my knowledge, information and belief.



Christopher Maffett

Subscribed and sworn to before me this 4th day of September 2012.



Notary Public



My Commission expires: 9-11-12

CERTIFICATE OF SERVICE

I hereby certify that I have caused the Verified Notice of Exemption in Finance Docket 35674, *CSX Transportation, Inc.—Temporary Trackage Rights—Alabama Great Southern Railroad Company and The Kansas City Southern Railway Company*, to be served by first class mail, postage pre-paid on the Secretary of the United States Department of Transportation, the Attorney General of the United States, the Federal Trade Commission, the Governor, Public Service Commission, and Department of Transportation of the States of Alabama, Louisiana, and Mississippi, Alabama Great Southern Railroad Company, and the Meridian Speedway, LLC.



Louis E. Gitomer
September 5, 2012