

# SECURITIES AND EXCHANGE COMMISSION

## FORM POSASR

Post-effective amendments to an automatic shelf registration statement on Form S-3ASR or Form F-3ASR

Filing Date: **2007-12-10**  
SEC Accession No. **0001193125-07-261912**

([HTML Version](#) on [secdatabase.com](#))

### FILER

#### CSX TRANSPORTATION INC

CIK:**88128** | IRS No.: **546000720** | State of Incorporation:**VA** | Fiscal Year End: **1231**  
Type: **POSASR** | Act: **33** | File No.: **333-140732-02** | Film No.: **071294282**  
SIC: **4011** Railroads, line-haul operating

Mailing Address  
500 WATER STREET  
2ND FLOOR  
JACKSONVILLE FL 32202

Business Address  
500 WATER STREET  
15TH FLOOR  
JACKSONVILLE FL 32202  
9043593200

#### CSX CORP

CIK:**277948** | IRS No.: **621051971** | State of Incorporation:**VA** | Fiscal Year End: **1231**  
Type: **POSASR** | Act: **33** | File No.: **333-140732** | Film No.: **071294281**  
SIC: **4011** Railroads, line-haul operating

Mailing Address  
500 WATER STREET  
15TH FLOOR  
JACKSONVILLE FL 32202

Business Address  
500 WATER STREET  
15TH FLOOR  
JACKSONVILLE FL 32202  
9043593200

#### CSX CAPITAL TRUST 1

CIK:**1139583** | IRS No.: **000000000** | State of Incorporation:**DE** | Fiscal Year End: **1231**  
Type: **POSASR** | Act: **33** | File No.: **333-140732-01** | Film No.: **071294283**

Mailing Address  
C/O CSX CAPITAL CORP  
500 WATER STREET  
JACKSONVILLE FL 32202

Business Address  
C/O CSX CORP  
500 WATER STREET  
JACKSONVILLE FL 32202  
9043593212

---

**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

Post-Effective Amendment No. 1 to

**FORM S-3**  
**REGISTRATION STATEMENT**  
under  
**THE SECURITIES ACT OF 1933**

<b>CSX Corporation</b> (Exact name of registrant as specified in charter)	<b>Commonwealth of Virginia</b> (State or other jurisdiction of incorporation or organization)	<b>62-1051971</b> (I.R.S. Employer Identification No.)
<b>CSX Capital Trust I</b> (Exact name of registrant as specified in certificate of trust)	<b>Delaware</b> (State or other jurisdiction of incorporation or organization)	<b>54-2039106</b> (I.R.S. Employer Identification No.)
<b>CSX Transportation, Inc.</b> (Exact name of registrant as specified in charter)	<b>Commonwealth of Virginia</b> (State or other jurisdiction of incorporation or organization)	<b>54-60000720</b> (I.R.S. Employer Identification No.)

**500 Water Street, 15th Floor**  
**Jacksonville, Florida 32202**  
**(904) 359-3200**

(Address, including zip code, and telephone number, including area code, of registrants' principal executive offices)

**Ellen M. Fitzsimmons**  
**Senior Vice President - Law and Public Affairs**  
**and Corporate Secretary**  
**CSX Corporation**  
**500 Water Street, 15th Floor**  
**Jacksonville, Florida 32202**  
**(904) 359-3200**

(Name, address, including Zip Code, and telephone number, including area code, of agent for service of process)

---

*Copy to:*

**Ronald Cami, Esq.**  
**Cravath, Swaine & Moore LLP**  
**825 Eighth Avenue**  
**New York, NY 10019**  
**(212) 474-1000**

**Approximate date of commencement of proposed sale to public:** From time to time after the effective date of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended (the "Securities Act"), other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

## Table of Contents

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box.

### **CALCULATION OF REGISTRATION FEE**

<b>Title of Each Class of Securities to be Registered</b>	<b>Amount to be Registered(1)</b>	<b>Proposed Maximum Offering Price per Unit(1)</b>	<b>Proposed Maximum Aggregate Offering Price(1)</b>	<b>Amount of Registration Fee(2)</b>
Debt Securities and related Guarantees (3)(4)(5)				
Trust Preferred Securities, Related Guarantee and Agreement as to Expenses and Liabilities (6)				
Preferred Stock (7)				
Common Stock (7)(8)				
Depository Shares (7)(9)				
Warrants for Debt Securities, Preferred Stock and/or Common Stock (10)				

- (1) An indeterminate aggregate initial offering price or number of the securities of each identified class is being registered as may from time to time be offered at indeterminate prices.
- (2) An unspecified number of the securities of each identified class is being registered. In accordance with Rules 456(b) and 457(r), the registrants are deferring payment of all of the registration fee.
- (3) If any debt securities are issued at an original issue discount, then such greater amount as may be sold for an aggregate initial offering price of up to the proposed maximum aggregate offering price set forth above.
- (4) In addition to any debt securities that may be issued directly under this registration statement, there is being registered hereunder such indeterminate amount of debt securities as may be issued upon conversion or exchange of other debt securities, trust preferred securities, preferred stock or depository shares, for which no separate consideration will be received by CSX Corporation.

- (5) Such debt securities may be issued by CSX Transportation, Inc. and guaranteed by CSX Corporation. No separate consideration will be received by CSX Corporation.
  - (6) No separate consideration will be received by CSX Corporation for the guarantee or the agreement as to expenses and liabilities.
  - (7) Such indeterminate number of shares of preferred stock and common stock, and such indeterminate number of depositary shares, as may be issued from time to time at indeterminate prices. In addition to any preferred stock, depositary shares and common stock that may be issued directly under this registration statement, there are being registered hereunder such indeterminate number of shares of preferred stock and common stock, and such indeterminate number of depositary shares, as may be issued upon conversion or exchange of debt securities, trust preferred securities, preferred stock or depositary shares, as the case may be, for which no separate consideration will be received by CSX Corporation.
  - (8) The aggregate amount of common stock registered hereunder is limited, solely for purposes of any at the market offerings, to that which is permissible under Rule 415(a)(4) of the Securities Act.
  - (9) Depositary shares will represent fractional interests in shares of preferred stock registered hereby.
  - (10) Warrants to purchase debt securities, preferred stock and/or common stock will represent rights to purchase debt securities, preferred stock and/or common stock, respectively, registered hereby.
-

PROSPECTUS



**DEBT SECURITIES (AND RELATED GUARANTEES), TRUST PREFERRED SECURITIES (AND RELATED GUARANTEE AND AGREEMENT AS TO EXPENSES AND LIABILITIES), COMMON STOCK, PREFERRED STOCK, DEPOSITARY SHARES AND SECURITIES WARRANTS**

---

We may sell from time to time, in one or more offerings:

debt securities (and related guarantees)

trust preferred securities (and related guarantee and agreement as to expenses and liabilities)

common stock

preferred stock

depository shares

warrants for debt securities, common stock and/or preferred stock

---

We will provide specific terms of these securities in supplements to this prospectus. You should read this prospectus and any supplement carefully before you invest.

---

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

This prospectus is dated December 10, 2007.

---

[Table of Contents](#)

**TABLE OF CONTENTS**

<a href="#">About This Prospectus</a>	2
<a href="#">Where You Can Find More Information</a>	3
<a href="#">CSX Corporation/CSX Transportation, Inc.</a>	4
<a href="#">CSX Capital Trust I</a>	5
<a href="#">Ratio of Earnings to Fixed Charges</a>	6
<a href="#">Use of Proceeds</a>	6
<a href="#">Description of Debt Securities</a>	7
<a href="#">Description of Trust Preferred Securities</a>	22
<a href="#">Description of Capital Stock</a>	34
<a href="#">Description of Depositary Shares</a>	38
<a href="#">Description of Securities Warrants</a>	38
<a href="#">Plan of Distribution</a>	39
<a href="#">Legal Opinions</a>	40
<a href="#">Experts</a>	41

**ABOUT THIS PROSPECTUS**

This prospectus is part of a shelf registration statement that was filed with the Securities and Exchange Commission (“SEC”) by CSX Corporation, its principal subsidiary, CSX Transportation, Inc. and CSX Capital Trust I. In this prospectus, unless otherwise indicated or the context requires otherwise, (1) the words “CSX,” “we,” “our” and “us” refer to CSX Corporation and its subsidiaries, including CSX Transportation, Inc., (2) references to “CSXT” are to CSX Transportation, Inc. and (3) references to the “Trust” are to “CSX Capital Trust I”.

Under the shelf registration statement, CSX may sell, separately or in units, any combination of the securities described in this prospectus in one or more offerings. For further information about our business and the securities, you should refer to the registration statement and its exhibits. The exhibits to the registration statement and the documents we incorporate by reference contain the full text of certain contracts and other important documents summarized in this prospectus. Since these summaries may not contain all the information that you may find important in deciding whether to purchase the securities CSX may offer, you should review the full text of those documents. The registration statement can be obtained from the SEC as indicated under the heading “Where You Can Find More Information.”

This prospectus provides you with a general description of the securities CSX may offer. Each time CSX sells securities, we will provide a prospectus supplement that will contain specific information about the terms of that offering. Any material United States federal income tax considerations will also be discussed in the applicable prospectus supplement. The prospectus supplement may also add, update or change information contained in this prospectus. You should read both this prospectus and any prospectus supplement together with additional information described under the heading “Where You Can Find More Information.”



## WHERE YOU CAN FIND MORE INFORMATION

CSX files annual, quarterly and special reports, proxy statements and other information with the SEC. Our SEC filings are available to the public over the Internet at the SEC's web site at <http://www.sec.gov>. You may also read and copy any document we file at the SEC's public reference room at 450 Fifth Street, N.W., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. You may also read and copy these documents at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

The SEC allows CSX to incorporate by reference the information we file with the SEC, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. CSX incorporates by reference the documents listed below and any future filings made with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), until CSX sells all of the securities covered by the shelf registration statement.

Annual Report on Form 10-K for the fiscal year ended December 29, 2006;

Quarterly Report on Form 10-Q for the quarterly period ended September 28, 2007;

Current Report on Form 8-K filed with the SEC on April 26, 2007, May 7, 2007, July 12, 2007, September 10, 2007, September 14, 2007 and December 10, 2007; and

The description of CSX common stock contained in our Registration Statement on Form 8-B (File No. 1-8022) filed with the SEC on September 25, 1980.

You may request a copy of any filings referred to above, at no cost, by contacting CSX at the following address: Ellen M. Fitzsimmons, Senior Vice President—Law and Public Affairs and Corporate Secretary, CSX Corporation, 500 Water Street, 15<sup>th</sup> Floor, Jacksonville, Florida 32202, telephone number (904) 359-3200.

**You should rely only on the information contained or incorporated by reference in this prospectus and any prospectus supplement. CSX has not authorized anyone to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. CSX will not make an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus, as well as information CSX previously filed with the SEC and incorporated by reference in this prospectus, is accurate only as of the date on the front cover of this prospectus. Our business, financial condition, results of operations and prospects may have changed since that date.**

**CSX CORPORATION / CSX TRANSPORTATION, INC.**

CSX, based in Jacksonville, Florida, is one of the nation's leading transportation companies. Surface Transportation, which includes CSX's rail and intermodal businesses, provides rail-based transportation services including traditional rail service and the transport of intermodal containers and trailers.

CSXT is CSX's principal operating company. CSXT operates the largest railroad in the eastern United States with a rail network of approximately 21,000 miles, linking markets in 23 states, the District of Columbia and the Canadian provinces of Ontario and Quebec.

CSX Intermodal Inc., a subsidiary of CSX and one of the nation's largest coast-to-coast intermodal transportation providers, is an integrated, intermodal company linking customers to railroads via trucks and terminals. CSX's other holdings include CSX Hotels, Inc., a resort doing business as The Greenbrier, located in White Sulphur Springs, West Virginia, and CSX Real Property, Inc., an organization responsible for the management, sale, lease, acquisition and development of company properties. See "Where You Can Find More Information" above.

## CSX CAPITAL TRUST I

The Trust is a statutory trust formed under Delaware law by us, as sponsor for the Trust, and The Bank of New York Trust Company, N.A. (as successor to Chase Bank USA, National Association, formerly Chase Manhattan Bank USA, National Association), who will serve as trustee in the State of Delaware for the purpose of complying with the provisions of the Delaware Statutory Trust Act. The trust agreement for the Trust will be amended and restated substantially in the form filed as an exhibit to the registration statement, effective when securities of the Trust are initially issued. The amended trust agreement will be qualified as an indenture under the Trust Indenture Act of 1939. The Trust exists for the exclusive purposes of:

issuing two classes of trust securities, trust preferred securities and trust common securities, which together represent undivided beneficial interests in the assets of the Trust;

investing the gross proceeds of the trust securities in our subordinated debt securities;

making distributions; and

engaging in only those other activities necessary, advisable or incidental to the purposes listed above.

Subordinated debt securities of CSX will be the sole assets of the Trust, and our payments under those subordinated debt securities and the agreement as to expenses and liabilities will be the sole revenue of the Trust. No separate financial statements of the Trust are included in this prospectus. CSX considers that those financial statements would not be material to holders of the trust preferred securities because the Trust has no independent operations and the purpose of the Trust is as described above. The Trust is not required to file annual, quarterly or special reports with the SEC.

The principal place of business of the Trust will be c/o CSX Corporation, 500 Water Street, 15<sup>th</sup> Floor, Jacksonville, Florida 32202, telephone number (904) 359-3200.

## RATIO OF EARNINGS TO FIXED CHARGES

CSX' s consolidated ratio of earnings to fixed charges for each of the fiscal periods indicated is as follows:

	For the Nine	For the Fiscal Years Ended				
	Months					
	Ended	Dec. 29,	Dec. 30,	Dec. 31,	Dec. 26,	Dec. 27,
	Sept. 28,	2006	2005	2004	2003	2002
	2007					
Ratio of earnings to fixed charges	4.9x	5.0x	3.0x	2.0x	1.3x	2.2x

CSXT' s consolidated ratio of earnings to fixed charges for each of the fiscal periods indicated is as follows:

	For the Nine	For the Fiscal Years Ended				
	Months					
	Ended	Dec. 29,	Dec. 30,	Dec. 31,	Dec. 26,	Dec. 27,
	Sept. 28,	2006	2005	2004	2003	2002
	2007					
Ratio of earnings to fixed charges	6.0x	6.4x	5.4x	3.9x	2.2x	3.7x

For purposes of computing the ratio of earnings to fixed charges, earnings represent earnings from operations before income taxes plus interest expense related to indebtedness, amortization of debt discount and the interest portion of fixed rent expense, less undistributed earnings of affiliates accounted for using the equity method. Fixed charges include interest on indebtedness (whether expensed or capitalized), amortization of debt discount and the interest portion of fixed rent expense.

## USE OF PROCEEDS

CSX will use, or cause to be used, the net proceeds from the sale of the securities for general corporate purposes, which may include reduction or refinancing of outstanding indebtedness, capital expenditures, working capital requirements, implementation of work force reductions, improvements in productivity and other cost reductions at our surface transportation units, and redemptions and repurchases of certain outstanding securities. CSX has not specifically allocated the proceeds to those purposes as of the date of this prospectus. The precise amount and timing of the application of proceeds from the sale of securities will depend upon the funding requirements of CSX and the availability and cost of other funds at the time of the sale. Allocation of the proceeds of a particular series of securities, or the principal reasons for the offering if no allocation has been made, will be described in the applicable prospectus supplement.

## DESCRIPTION OF DEBT SECURITIES

### CSX CORPORATION

CSX may issue debt securities either separately, or together with, or upon the conversion of or in exchange for, other securities. The debt securities will be either senior obligations or subordinated obligations of CSX. Senior debt securities may be issued under a senior indenture dated as of August 1, 1990 between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as trustee, as currently supplemented and amended and as further supplemented and amended from time to time. Subordinated debt securities may be issued under a subordinated indenture to be entered into between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as trustee, as further supplemented and amended from time to time. Copies of the senior indenture and a form of the subordinated indenture have been incorporated by reference in, or filed as exhibits to, the registration statement of which this prospectus is a part. The senior indenture and the subordinated indenture, together with any other indentures CSX may enter into in connection with the issuance of debt securities as applicable, are sometimes referred to collectively as the “indentures.” The trustee under the senior indenture and the trustee under the subordinated indenture, together with any other trustees under any other indentures CSX may enter into in connection with the issuance of debt securities as applicable, are sometimes referred to collectively as the “trustees.”

The discussion of the material provisions of the indentures and the debt securities set forth below and the discussion of the material terms of a particular series of debt securities set forth in the applicable prospectus supplement are subject to and are qualified in their entirety by reference to all of the provisions of the indentures, which provisions of the indentures (including defined terms) are incorporated in this description of debt securities by reference.

The debt securities may be issued from time to time in one or more series of senior debt securities and one or more series of subordinated debt securities. Neither indenture limits the aggregate principal amount of debt securities that may be issued under it. Unless otherwise provided in the terms of a series, a series may be reopened, without notice to or consent of any holder of outstanding debt securities, for issuances of additional debt securities of that series. The terms of each series of debt securities will be established by or pursuant to a resolution of our Board of Directors and set forth or determined in the manner provided in an officer’s certificate or by a supplemental indenture. The following description of debt securities summarizes certain general terms and provisions of the series of debt securities to which any prospectus supplement may relate. The particular terms of each series of debt securities offered by a prospectus supplement or prospectus supplements will be described in the prospectus supplement or prospectus supplements relating to that series.

Unless otherwise indicated, currency amounts in this prospectus and any prospectus supplement are stated in United States dollars.

### General

The prospectus supplement for a particular series of debt securities will describe the specific terms of that series, including (where applicable):

the title of the debt securities;

any limit on the aggregate principal amount of the debt securities;

whether the debt securities are to be issuable as registered debt securities or bearer debt securities or both, whether any of the debt securities are to be issuable initially in temporary global form and whether any of the debt securities are to be issuable in permanent global form;

the price or prices (expressed as a percentage of the aggregate principal amount of the debt securities) at which the debt securities will be issued;

---

## Table of Contents

the date or dates on which the debt securities will mature;

the rate or rates per annum at which the debt securities will bear interest, if any, or the formula pursuant to which the rate or rates will be determined, and the date or dates from which interest will accrue;

the interest payment dates on which interest on the debt securities will be payable and the regular record date for any interest payable on any registered debt securities on any interest payment date;

the person to whom any interest on any registered debt securities of the series will be payable, if other than the person in whose name that debt security (or one or more predecessor debt securities) is registered at the close of business on the regular record date for that interest, the manner in which, or the person to whom, any interest on any bearer debt security of the series will be payable, if otherwise than upon presentation and surrender of the applicable coupons, and the extent to which, or the manner in which, any interest payable on a temporary global debt security on an interest payment date will be paid if other than in the manner provided in the relevant indenture and the extent to which, or the manner in which, any interest payable on a permanent global debt security on an interest payment date will be paid;

each office or agency where, subject to the terms of the relevant indenture as described below under “Payment and Paying Agents,” the principal of and any premium and interest on the debt securities will be payable and each office or agency where, subject to the terms of the relevant indenture as described below under “Form, Exchange, Registration and Transfer,” the debt securities may be presented for registration of transfer or exchange;

the period or periods within which and the price or prices at which the debt securities may, pursuant to any optional redemption provisions, be redeemed, in whole or in part, at our option and the other detailed terms and conditions of any optional redemption provisions;

the obligation, if any, of CSX to redeem or purchase the debt securities pursuant to any sinking fund or analogous provisions or at the option of the holder of the debt securities and the period or periods within which and the price or prices at which the debt securities will be redeemed or purchased, in whole or in part, pursuant to that obligation, and the other detailed terms and conditions of that obligation;

the denominations in which any registered debt securities will be issuable, if other than denominations of \$2,000 and any integral multiple of \$1,000, and the denomination or denominations in which bearer debt securities will be issuable, if other than denominations of \$5,000;

the currency or currencies, including currency units, in which payment of principal of and any premium and interest on the debt securities will be payable if other than U.S. dollars and the ability, if any, of CSX or the holders of the debt securities to have payments made in any currency other than those in which the debt securities are stated to be payable;

whether the amount of payments of principal of, premium, if any, and interest, if any, on the debt securities may be determined with reference to an index and the manner in which those amounts will be determined;

the portion of the principal amount of the debt securities that will be payable upon acceleration if other than the full principal amount;

any limitation on the application of the terms of the indenture described below under “Discharge, Defeasance and Covenant Defeasance;”

the terms, if any, upon which the debt securities may be convertible into or exchangeable for other securities;

whether the debt securities will be senior debt securities or subordinated debt securities; and

any other terms of the debt securities not inconsistent with the provisions of the relevant indenture.



## Table of Contents

The prospectus supplement will also describe any special provisions for the payment of additional amounts relating to specified taxes, assessments or other governmental charges in respect of the debt securities of that series and whether CSX has the option to redeem the affected debt securities rather than pay those additional amounts.

As used in this prospectus and any prospectus supplement relating to the offering of any debt securities, references to the principal of and premium, if any, and interest, if any, on the debt securities will be deemed to include mention of the payment of additional amounts, if any, required by the terms of the debt securities.

If the purchase price of any debt securities is payable in a currency other than U.S. dollars or if principal of, or premium, if any, or interest, if any, on any of the debt securities is payable in any currency other than U.S. dollars, the specific terms and other information with respect to those debt securities and that currency will be specified in the related prospectus supplement.

Debt securities of a series may also be issued under the relevant indenture upon the exercise of debt warrants issued by CSX. See “Description of Debt Warrants.”

The indentures do not contain any provisions that may afford the holders of debt securities of any series protection in the event of a highly leveraged transaction or other transaction that may occur in connection with a takeover attempt resulting in a decline in the credit rating of the debt securities. Those provisions, if applicable to the debt securities of any series, will be described in the related prospectus supplement.

### **Form, Exchange, Registration and Transfer**

Unless otherwise indicated in the applicable prospectus supplement, each series of debt securities will be issued in registered form only, without coupons. The indentures, however, provide that CSX may also issue debt securities in bearer form only, or in both registered and bearer form. Bearer debt securities will not be offered, sold, resold or delivered in connection with their original issuance in the United States or to any United States person other than to offices located outside the United States of certain United States financial institutions. Purchasers of bearer debt securities will be subject to certification procedures and may be affected by certain limitations under United States tax laws. Those procedures and limitations will be described in the prospectus supplement relating to the offering of the bearer debt securities. Unless otherwise indicated in an applicable prospectus supplement or prospectus supplements, bearer debt securities will have interest coupons attached. The indentures also will provide that debt securities of a series may be issuable in temporary or permanent global form. See “Global Debt Securities.”

At the option of the holder, subject to the terms of the relevant indenture, registered debt securities of any series will be exchangeable for other registered debt securities of the same series of any authorized denominations and of a like aggregate principal amount and tenor. In addition, if debt securities of any series are issuable as both registered debt securities and bearer debt securities, at the option of the holder, subject to the terms of the relevant indenture, bearer debt securities (with all unmatured coupons, except as provided below, and with all matured coupons in default) of that series will be exchangeable for registered debt securities of the same series of any authorized denominations and of a like aggregate principal amount and tenor. Bearer debt securities surrendered in exchange for registered debt securities between a regular record date or a special record date and the relevant date for payment of interest will be surrendered without the coupon relating to that date for payment of interest and interest will not be payable in respect of the registered debt security issued in exchange for that bearer debt security, but will be payable only to the holder of the coupon relating to that date when due in accordance with the terms of the indenture. Registered debt securities, including registered debt securities received in exchange for bearer debt securities, may not be exchanged for bearer debt securities. Each bearer debt security and coupon will bear a legend to the following effect:

“Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.”

## Table of Contents

Debt securities may be presented for exchange as provided above, and registered debt securities may be presented for registration of transfer (with the form of transfer duly executed), at the office of the security registrar or at the office of any transfer agent designated by CSX for that purpose with respect to any series of debt securities and referred to in an applicable prospectus supplement, without a service charge and upon payment of any taxes and other governmental charges as described in the relevant indenture. The transfer or exchange will be effected upon the records of the security registrar or the transfer agent, as the case may be, being satisfied with the documents of title and identity of the person making the request. CSX has appointed the trustee as security registrar. If a prospectus supplement refers to any transfer agent (in addition to the security registrar) initially designated by CSX with respect to any series of debt securities, CSX may at any time rescind the designation of that transfer agent or approve a change in the location through which that transfer agent acts, except that, if debt securities of a series are issuable solely as registered debt securities, CSX will be required to maintain a transfer agent in each place of payment for that series and, if debt securities of a series are issuable as bearer debt securities, CSX will be required to maintain (in addition to the security registrar) a transfer agent in a place of payment for that series located outside the United States and its possessions. CSX may at any time designate additional transfer agents with respect to any series of debt securities.

In the event of any partial redemption, CSX will not be required to

issue, register the transfer of or exchange any debt security during a period beginning at the opening of business 15 days before any selection for redemption of debt securities of like tenor and of the series of which that debt security is a part, and ending at the close of business on the earliest date on which the relevant notice of redemption is deemed to have been given to all holders of debt securities of like tenor and of the series to be redeemed;

register the transfer of or exchange any registered debt security so selected for redemption, in whole or in part, except the unredeemed portion of any debt security being redeemed in part; or

exchange any bearer debt security so selected for redemption, except to exchange that bearer debt security for a registered debt security of that series and like tenor which is immediately surrendered for redemption.

## **Payment and Paying Agents**

Unless otherwise indicated in an applicable prospectus supplement, principal of and any premium and interest on bearer debt securities will be payable, subject to any applicable laws and regulations, at the offices of paying agents outside the United States and its possessions that CSX may designate from time to time or, at the option of the holder, by check or by transfer to an account maintained by the payee with a financial institution located outside the United States and its possessions. Unless otherwise indicated in an applicable prospectus supplement, payment of interest on a bearer debt security on any interest payment date will be made only against surrender to the paying agent of the coupon relating to that interest payment date. No payment with respect to any bearer debt security will be made at any office or agency of CSX in the United States or its possessions or by check mailed to any address in the United States or its possessions or by transfer to any account maintained with a financial institution located in the United States or its possessions. However, payments of principal of and any premium and interest on bearer debt securities denominated and payable in U.S. dollars will be made at the office of the paying agent in the Borough of Manhattan, The City of New York, if (but only if) payment of the full amount in U.S. dollars at all offices or agencies outside the United States and its possessions is illegal or effectively precluded by exchange controls or other similar restrictions.

Unless otherwise indicated in an applicable prospectus supplement, principal of and any premium and interest on registered debt securities will be payable, subject to any applicable laws and regulations, at the office of the paying agent or paying agents that CSX may designate from time to time, except that at our option payment of any interest may be made by check mailed to the address of the person entitled to that payment as that address appears in the security register. Unless otherwise indicated in an applicable prospectus supplement,



---

## Table of Contents

payment of interest on a registered debt security on any interest payment date will be made to the person in whose name that registered debt security (or predecessor debt security) is registered at the close of business on the regular record date for that interest.

Unless otherwise indicated in an applicable prospectus supplement, the corporate trust office of the trustee in The City of New York will be designated as a paying agent for CSX for payments with respect to debt securities of each series which are issuable solely as registered debt securities and as a paying agent for payments with respect to debt securities of each series (subject to the limitations described above in the case of bearer debt securities) which are issuable solely as bearer debt securities or as both registered debt securities and bearer debt securities. Any paying agents outside the United States and its possessions and any other paying agents in the United States or its possessions initially designated by CSX for the debt securities of each series will be named in the applicable prospectus supplement. CSX may at any time designate additional paying agents or rescind the designation of any paying agent or approve a change in the office through which any paying agent acts, except that if debt securities of a series are issuable solely as registered debt securities, CSX will be required to maintain a paying agent in each place of payment for that series and, if debt securities of a series are issuable as bearer debt securities, CSX will be required to maintain

a paying agent in the Borough of Manhattan, The City of New York for payments with respect to any registered debt securities of the series (and for payments with respect to bearer debt securities of the series in the circumstances described above, but not otherwise), and

a paying agent in a place of payment located outside the United States and its possessions where debt securities of that series and any related coupons may be presented and surrendered for payment;

provided, however, that if the debt securities of that series are listed on a stock exchange located outside the United States and its possessions and that stock exchange requires CSX to do so, CSX will maintain a paying agent in a city located outside the United States and its possessions for the debt securities of that series.

All moneys paid by CSX to a paying agent for the payment of the principal of and any premium or interest on any debt security of any series which remain unclaimed at the end of two years after that principal, premium or interest has become due and payable will be repaid to CSX and the holder of that debt security or any related coupon will after that time look only to CSX for payment of that principal, premium or interest.

### **Ranking of Debt Securities; Holding Company Structure**

The senior debt securities will be unsecured unsubordinated obligations of CSX and will rank on a parity in right of payment with all other unsecured and unsubordinated indebtedness of CSX. The subordinated debt securities will be unsecured obligations of CSX and will be subordinated in right of payment to all existing and future senior indebtedness (as defined below) of CSX. See “Additional Terms of Subordinated Debt Securities–Subordination.”

The debt securities are obligations exclusively of CSX. CSX is a holding company, substantially all of whose consolidated assets are held by our subsidiaries. Accordingly, the cash flow of CSX and the consequent ability to service our debt, including the debt securities, are largely dependent upon the earnings of those subsidiaries.

Because CSX is a holding company, the debt securities issued by CSX will be effectively subordinated to all existing and future indebtedness, trade payables, guarantees, lease obligations and letter of credit obligations of CSX’s subsidiaries. Therefore, CSX’s rights and the rights of our creditors, including the holders of the debt securities, to participate in the assets of any subsidiary upon the latter’s liquidation or reorganization will be subject to the prior claims of that subsidiary’s creditors, except to the extent that CSX may itself be a creditor with recognized claims against the subsidiary, in which case the claims of CSX would still be effectively subordinate to any security interest in, or mortgages or other liens on, the assets of that subsidiary and would be



---

## [Table of Contents](#)

subordinate to any indebtedness of that subsidiary senior to that held by CSX. Although certain debt instruments to which CSX and our subsidiaries are parties impose limitations on the incurrence of additional indebtedness, both CSX and our subsidiaries retain the ability to incur substantial additional indebtedness and lease and letter of credit obligations.

### **Global Debt Securities**

The debt securities of a series may be issued in whole or in part in the form of one or more global securities that will be deposited with, or on behalf of, a depositary identified in the prospectus supplement relating to that series. Global debt securities may be issued in either registered or bearer form and in either temporary or permanent form. Unless and until it is exchanged in whole or in part for individual certificates evidencing debt securities in definitive form, a global debt security may not be transferred except as a whole by the depositary for that global debt security to a nominee of the depositary or by a nominee of the depositary to the depositary or another nominee of the depositary or by the depositary or any nominee to a successor of the depositary or a nominee of the successor.

The specific terms of the depositary arrangement with respect to a series of global debt securities and certain limitations and restrictions relating to a series of global bearer debt securities will be described in the prospectus supplement relating to that series.

### **Redemption and Repurchase**

The debt securities of any series may be redeemable at our option, may be subject to mandatory redemption pursuant to a sinking fund or otherwise, or may be subject to repurchase by us at the option of the holders, in each case upon the terms, at the times and at the prices set forth in the applicable prospectus supplement.

### **Conversion and Exchange**

The terms, if any, on which debt securities of any series are convertible into or exchangeable for our common stock, preferred stock, depositary shares or other debt securities will be set forth in the applicable prospectus supplement. Those terms may include provisions for conversion or exchange, either mandatory, at the option of the holders or at our option.

### **Certain Covenants and Agreements of CSX**

The indentures do not limit the amount of indebtedness or lease obligations that may be incurred by CSX and our subsidiaries. The indentures do not contain provisions that would give holders of the debt securities the right to require CSX to repurchase their debt securities in the event of a decline in the credit rating of our debt securities resulting from a takeover, recapitalization or similar restructuring, or otherwise.

#### ***Covenant in the Senior Indenture—Limitation on Liens on Stock of Our Principal Subsidiaries.***

The following covenant will be applicable to senior debt securities but not to subordinated debt securities unless the prospectus supplement and the relevant indenture supplement otherwise provide. The senior indenture provides that CSX may not, nor may it permit any subsidiary to, create, assume, incur or suffer to exist any mortgage, pledge, lien, encumbrance, charge or security interest of any kind upon any stock or indebtedness, whether owned on the date of the senior indenture or acquired later, of any principal subsidiary, to secure any obligation (other than the senior debt securities) of CSX, any subsidiary or any other person, unless all of the outstanding senior debt securities (and other outstanding debt securities issued from time to time pursuant to the senior indenture) will be directly secured equally and ratably with that obligation. This provision does not restrict any other property of CSX or our subsidiaries. The senior indenture defines “obligation” as indebtedness for money borrowed or indebtedness evidenced by a bond, note, debenture or other evidence of indebtedness;

---

## Table of Contents

“principal subsidiary” as CSXT; and “subsidiary” as a corporation a majority of the outstanding voting stock of which is owned, directly or indirectly, by CSX or one or more subsidiaries, or by CSX and one or more subsidiaries. The indentures do not prohibit the sale by CSX or any subsidiary of any stock or indebtedness of any subsidiary, including any principal subsidiary.

### ***Provision in Indentures—Consolidation, Merger and Sale of Assets.***

The following provision will be applicable to both senior debt securities and subordinated debt securities unless the prospectus supplement and the relevant indenture supplement otherwise provide. Each indenture provides that CSX may, without the consent of the holders of any of the outstanding debt securities of a series, consolidate with, merge into or transfer our assets substantially as an entirety to any corporation organized under the laws of any domestic or foreign jurisdiction, provided that:

the successor corporation assumes, by a supplemental indenture, CSX’ s obligations on the debt securities of each series and under the indenture,

after giving effect to the transaction, no event of default, and no event which, after notice or lapse of time, or both, would become an event of default will have occurred and be continuing, and

CSX delivers to the relevant trustee an officer’ s certificate and an opinion of counsel each stating that the transaction and supplemental indenture, if any, comply with the applicable article of the indenture and that all conditions precedent in the indenture relating to the transaction have been complied with.

### **Events of Default**

An “event of default” with respect to the debt securities of any series is defined in the relevant indenture, unless the prospectus supplement and the relevant indenture supplement otherwise provide, as:

a failure to pay principal of or any premium on any of the debt securities of that series when due;

a failure to pay any interest on any debt security of that series when due, continued for 30 days;

a failure to deposit any sinking fund payment, when due, in respect of any debt security of that series;

a failure to perform any other covenant of CSX in the relevant indenture (other than a covenant included in that indenture solely for the benefit of a series of debt securities other than that series) continued for 90 days after written notice as provided in the indenture;

certain events of bankruptcy, insolvency or reorganization of CSX; or

any other event of default provided with respect to debt securities of that series.

No event of default with respect to any particular series of debt securities necessarily constitutes an event of default with respect to any other series of debt securities. Each indenture provides that the trustee may withhold notice to the holders of the debt securities of any series of the occurrence of a default with respect to the debt securities of that series (except a default in payment of principal, premium, if any, interest, if any, or sinking fund payments, if any) if the trustee considers it in the interest of the holders to do so.

Subject to the provisions of the Trust Indenture Act requiring each trustee, during an event of default under the relevant indenture, to act with the requisite standard of care, and to the provisions of the relevant indenture relating to the duties of the trustee in case an event of default occurs and is continuing, a trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request or direction of any of the holders of debt securities of any series or any related coupons unless those holders offer to the trustee reasonable indemnity. Subject to the provisions for the indemnification of the relevant trustee, the holders of a majority in aggregate principal amount of the outstanding debt securities of any series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the relevant trustee, or exercising any trust or power conferred on the trustee, with respect to debt securities of that series.



## Table of Contents

If an event of default with respect to debt securities of any series at the time outstanding occurs and is continuing, either the relevant trustee or the holders of at least 25% in aggregate principal amount of the outstanding debt securities of that series may declare the principal of all those outstanding debt securities to be due and payable immediately. At any time after a declaration of acceleration with respect to debt securities of any series has been made but before a judgment or decree for payment of money due has been obtained by the relevant trustee, the holders of a majority in aggregate principal amount of outstanding debt securities of that series may rescind any declaration of acceleration and its consequences, if all payments due (other than those due as a result of acceleration) have been made and all events of default have been cured or waived.

No holder of any debt securities of any series or any related coupons will have any right to institute any proceeding with respect to the relevant indenture or for any remedy under the indenture, unless that holder has previously given to the relevant trustee written notice of a continuing event of default with respect to debt securities of that series, the holders of at least 25% in aggregate principal amount of the outstanding debt securities of that series have made written request, and offered reasonable indemnity, to the relevant trustee to institute the proceeding as trustee, and the trustee has not received from the holders of a majority in aggregate principal amount of the outstanding debt securities of that series a direction inconsistent with that request and has failed to institute the proceeding within 60 days. However, these limitations do not apply to a suit instituted by a holder of an outstanding debt security of that series for enforcement of payment of the principal of, or any premium or interest on, that debt security on or after the respective due dates expressed in that debt security.

CSX is required to furnish to the relevant trustee annually a statement as to performance or fulfillment of covenants, agreements or conditions in the relevant indenture and as to the absence of default.

### **Meetings, Modification and Waiver**

Unless the prospectus supplement and the relevant indenture supplement otherwise provide, each indenture contains provisions permitting CSX and the relevant trustee, with the consent of the holders of not less than a majority in aggregate principal amount of the outstanding debt securities of each series issued under that indenture and affected by a modification or amendment (voting as one class), to modify or amend any of the provisions of that indenture or of those debt securities or the rights of the holders of those debt securities under that indenture, provided that no modification or amendment will, without the consent of each holder of each outstanding debt security affected by that modification or amendment:

change the stated maturity of the principal of, or any installment of principal of or interest on, any debt security, or reduce the principal amount of or the rate of interest on or any premium payable upon the redemption of any debt security, or change any obligation of CSX to pay additional amounts (except as contemplated and permitted by the indenture), or reduce the amount of the principal of an original issue discount security that would be due and payable upon a declaration of acceleration of the maturity of that security or change the coin or currency in which any debt security or any premium or interest on any debt security is payable, or impair the right to institute suit for the enforcement of any payment on or after the stated maturity of any debt security (or, in the case of redemption, on or after the redemption date),

reduce the percentage in principal amount of the debt securities, the consent of the holders of which is required for any modification or amendment or the consent of whose holders is required for any waiver (of compliance with certain provisions of the indenture or certain defaults under the indenture and their consequences) or reduce the requirements for a quorum or voting at a meeting of holders of the debt securities,

change any obligation of CSX to maintain an office or agency in the places and for the purposes required by the indenture,

solely in the case of the subordinated indenture, modify any of the provisions of the subordinated indenture relating to subordination of the subordinated debt securities or the definition of senior indebtedness in a manner adverse to the holders of the subordinated debt securities, or

## Table of Contents

modify any of the above provisions (except as permitted by the indenture).

Unless the prospectus supplement and the relevant indenture supplement otherwise provide, each indenture also contains provisions permitting CSX and the relevant trustee, without the consent of the holders of the debt securities issued under the indenture, to modify or amend the indenture in order, among other things:

to add any additional events of default or add to the covenants of CSX for the benefit of the holders of all or any series of debt securities issued under the indenture;

to establish the form or terms of debt securities of any series;

to cure any ambiguity, to correct or supplement any provision in the indenture which may be inconsistent with any other provision in the indenture, or to make any other provisions with respect to matters or questions arising under the indenture which will not adversely affect the interests of the holders of any debt securities issued under the indenture in any material respect; or

to change or eliminate any of the provisions of the indenture, provided that the change or elimination will become effective only when there is no debt security outstanding of any series issued under the indenture created prior to the execution of the supplemental indenture which is entitled to the benefit of that provision.

The holders of at least a majority in aggregate principal amount of the outstanding debt securities of a series may, on behalf of the holders of all the debt securities of that series, waive, insofar as that series is concerned, compliance by CSX with certain restrictive provisions of the indenture, including the covenant described above under “–Certain Covenants and Agreements of CSX–Covenant in the Senior Indenture–Limitation on Liens on Stock of Our Principal Subsidiaries.” The holders of not less than a majority in aggregate principal amount of the outstanding debt securities of a series may, on behalf of all holders of debt securities of that series and any related coupons, waive any past default under the indenture with respect to debt securities of that series, except a default (a) in the payment of principal of or any premium or interest on any debt security of that series or (b) in respect of a covenant or provision of the indenture which cannot be modified or amended without the consent of the holder of each outstanding debt security of the series affected.

Each indenture provides that in determining whether the holders of the requisite principal amount of the outstanding debt securities have given any request, demand, authorization, direction, notice, consent or waiver under that indenture or are present at a meeting of holders of debt securities for quorum purposes:

- (1) the principal amount of an original issue discount debt security that will be deemed to be outstanding will be the amount of the principal that would be due and payable as of the date of the determination upon acceleration of the maturity thereof,
- (2) the principal amount of a debt security denominated in a foreign currency or currency unit will be the U.S. dollar equivalent, determined as of the date of original issuance of that debt security, of the principal amount of that debt security or, in the case of an original issue discount debt security, the U.S. dollar equivalent, determined as of the date of original issuance of that debt security, of the amount determined as provided in (1) above, and
- (3) any debt security owned by CSX or any other obligor on that debt security or any affiliate of CSX or other obligor will be deemed not to be outstanding.

Each indenture contains provisions for convening meetings of the holders of debt securities of any or all series. A meeting may be called at any time by the relevant trustee, and also, upon request, by CSX or the holders of at least 10% in aggregate principal amount of the outstanding debt securities of that series, in each case upon notice given in accordance with “Notices” below and the provisions of the relevant indenture. Except for any consent which must be given by the holder of each outstanding debt security that would be affected as described above, any resolution presented at a meeting, or adjourned meeting duly reconvened, at which a quorum (as described below) is present may be adopted by the affirmative vote of the holders of a majority in principal

## [Table of Contents](#)

amount of the outstanding debt securities of that series; provided, however, that, except for any consent which must be given by the holder of each outstanding debt security that would be affected, as described above, any resolution with respect to any consent, waiver, request, demand, notice, authorization, direction or other action which may be given by the holders of not less than a specified percentage in principal amount of the outstanding debt securities of a series may be adopted at a meeting, or an adjourned meeting duly reconvened, at which a quorum is present only by the affirmative vote of the holders of not less than the specified percentage in principal amount of the outstanding debt securities of that series.

Any resolution passed or action taken at any meeting of holders of debt securities of any series duly held in accordance with the relevant indenture will be binding on all holders of debt securities of that series and the related coupons. The quorum required for any meeting called to adopt a resolution, and at any reconvened meeting, will be persons holding or representing a majority in principal amount of the outstanding debt securities of a series; provided, however, that if any action is to be taken at that meeting with respect to a consent, waiver, request, demand, notice, authorization, direction or other action which may be given by the holders of not less than a specified percentage in principal amount of the outstanding debt securities of a series, the persons holding or representing that specified percentage in principal amount of the outstanding debt securities of the series will constitute a quorum.

### **Notices**

Except as otherwise provided in the indenture, notices to holders of bearer debt securities will be given by publication at least twice in a daily newspaper of general circulation in The City of New York and in any other city or cities as may be specified in those debt securities. Notices to holders of registered debt securities will be given by mail to the addresses of those holders as they appear in the security register.

### **Title**

Title to any bearer debt securities (including bearer debt securities in temporary global form and in permanent global form) and any related coupons will pass by delivery. CSX, the trustee and any agent of CSX or the trustee may treat the bearer of any bearer debt security and the bearer of any coupon and the registered owner of any registered debt security as the absolute owner (whether or not that debt security or coupon is overdue and notwithstanding any notice to the contrary) for the purpose of making payment and for all other purposes.

### **Replacement of Debt Securities**

Any mutilated debt security or a debt security with a mutilated coupon will be replaced by CSX at the expense of the holder upon surrender of that debt security to the relevant trustee. Debt securities or coupons that become destroyed, lost or stolen will be replaced by CSX at the expense of the holder upon delivery to the relevant trustee of evidence of the destruction, loss or theft satisfactory to CSX and the relevant trustee; in the case of any coupon which becomes destroyed, lost or stolen, that coupon will be replaced by issuance of a new debt security in exchange for the debt security to which the coupon appertains. In the case of a destroyed, lost or stolen debt security or coupon, an indemnity satisfactory to the trustee and CSX may be required at the expense of the holder of that debt security or coupon before a replacement debt security will be issued.

### **Discharge, Defeasance and Covenant Defeasance**

Unless the prospectus supplement and the relevant indenture supplement otherwise provide, upon the direction of CSX, each indenture will generally cease to be of further effect with respect to any series of debt securities issued under that indenture specified by CSX (subject to the survival of certain provisions of that indenture) when:

CSX has delivered to the relevant trustee for cancellation all debt securities issued under that indenture or

## Table of Contents

all debt securities issued under that indenture not previously delivered to the relevant trustee for cancellation have become due and payable, or are by their terms to become due and payable within one year or are to be called for redemption within one year, and CSX has deposited with the relevant trustee as trust funds the entire amount sufficient to pay and discharge at stated maturity or upon redemption the entire indebtedness on all debt securities issued under that indenture

(and if, in either case, CSX has paid or caused to be paid all other sums payable under the relevant indenture with respect to the debt securities of that series by CSX and CSX has delivered an officer's certificate and an opinion of counsel each stating that the requisite conditions have been complied with).

In addition, unless otherwise provided in an applicable prospectus supplement, CSX may elect with respect to any series of debt securities either

- (1) to defease and be discharged from any and all obligations with respect to those debt securities (except as otherwise provided in the relevant indenture) ("defeasance") or
- (2) to be released from our obligations with respect to those debt securities described above under "--Certain Covenants and Agreements of CSX--Covenant in the Senior Indenture--Limitation on Liens on Stock of Our Principal Subsidiaries" (which covenant appears only in the senior indenture) and certain other restrictive covenants in the relevant indenture and, if indicated in the applicable prospectus supplement, our obligations with respect to any other covenant applicable to the debt securities of that series ("covenant defeasance").

If we exercise our defeasance option with respect to any series of debt securities, payment of those debt securities may not be accelerated because of an event of default. If we exercise our covenant defeasance option with respect to any series of debt securities, payment of those debt securities may not be accelerated because of an event of default related to the covenants noted under clause (2) of the immediately preceding paragraph. We may exercise our defeasance option with respect to those debt securities even though we may have previously exercised our covenant defeasance option.

If CSX effects covenant defeasance with respect to any debt securities and those debt securities are declared due and payable because of the occurrence of any event of default other than an event of default with respect to the covenant described above under "--Certain Covenants and Agreements of CSX--Covenant in the Senior Indenture--Limitation on Liens on Stock of Our Principal Subsidiaries" (which covenant appears only in the senior indenture and which would no longer be applicable to those debt securities after the covenant defeasance) or with respect to any other covenant as to which there has been covenant defeasance, the amount of monies and/or government obligations deposited with the applicable trustee to effect the covenant defeasance may not be sufficient to pay amounts due on those debt securities at the time of any acceleration resulting from the event of default. However, we would remain liable to make payment of those amounts due at the time of acceleration.

We may exercise our defeasance option or our covenant defeasance option with respect to any series of debt securities, only if:

- (1) CSX irrevocably deposits in trust with the trustee cash and/or U.S. government obligations for the payment of principal, premium, if any, and interest with respect to those debt securities to maturity or redemption, as the case may be, and we deliver to the relevant trustee a certificate from a nationally recognized firm of independent public accountants expressing their opinion that the payments of principal and interest when due and without reinvestment on the deposited U.S. government obligations plus any deposited money without investment will provide cash at the times and in the amounts as will be sufficient to pay the principal, premium, if any, and interest when due with respect to all those debt securities to maturity or redemption, as the case may be,
- (2) no event of default with respect to the debt securities of that series has occurred and is continuing

on the date of the deposit or



## Table of Contents

with respect to certain bankruptcy defaults, at any time during the period ending on the 123rd day after the date of the deposit,

- (3) the defeasance or covenant defeasance does not result in the trust arising from that deposit to constitute, unless it is qualified as, a regulated investment company under the Investment Company Act of 1940, as amended,
- (4) the defeasance or covenant defeasance does not result in a breach or violation of, or constitute a default under, the relevant indenture or any other agreement or instrument to which we are a party or by which we are bound,
- (5) CSX delivers to the trustee an opinion of counsel to the effect that the holders of the debt securities will not recognize income, gain or loss for United States federal income tax purposes as a result of the defeasance or covenant defeasance and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the defeasance or covenant defeasance had not occurred, and
- (6) CSX delivers to the trustee an officer's certificate and an opinion of counsel, each stating that all conditions precedent to the defeasance and discharge of the debt securities as contemplated by the indenture have been complied with.

The opinion of counsel, with respect to defeasance, referred to in clause (5) above, must refer to and be based upon a ruling of the Internal Revenue Service or a change in applicable United States federal income tax law occurring after the date of the relevant indenture.

The trustee must hold in trust cash or U.S. government obligations deposited with it as described above and must apply the deposited cash and the proceeds from deposited U.S. government obligations to the payment of principal, premium, if any, and interest with respect to the debt securities.

The applicable prospectus supplement may further describe the provisions, if any, permitting or restricting defeasance or covenant defeasance with respect to the debt securities of a particular series.

### **Governing Law**

The indentures and the debt securities will be governed by, and construed in accordance with, the laws of the State of New York.

### **Concerning the Trustees**

The Trust Indenture Act of 1939 contains limitations on the rights of a trustee, should it become a creditor of CSX, to obtain payment of claims in certain cases or to realize on certain property received by it in respect of those claims, as security or otherwise. Each trustee is permitted to engage in other transactions with CSX and our subsidiaries from time to time, provided that if the trustee acquires any conflicting interest it must eliminate the conflict upon the occurrence of an event of default under the relevant indenture, or else resign.

CSX and certain of our subsidiaries may from time to time maintain lines of credit, and have other customary banking and commercial relationships, with The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), the senior trustee and the subordinated trustee, and its affiliates. The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank) acts as trustee under the senior indenture and another indenture pursuant to which we issued our Series A Medium-Term Notes, Series B Medium-Term Notes, Series C Medium Term Notes, 6.25% Notes due 2008, 4.875% Notes due 2009, 6.75% Notes due 2011, 6.30% Notes due 2012, 5 1/2% Notes due 2013, 5.30% Notes due 2014, 7.90% Debentures due 2017, Zero Coupon Convertible Debentures due October 30, 2021, 8.625% Debentures due 2022, 8.10% Debentures due 2022, 7.95% Debentures due 2027, 7.25% Debentures due 2027, 8.30% Debentures due 2032, 6.00% Notes due 2036, 5.600% Notes due 2017, 6.150% Notes due 2037, 5.750% Notes due 2013 and 6.250% Notes 2018.



---

## [Table of Contents](#)

### **Additional Terms of Subordinated Debt Securities**

#### *Additional Covenants Applicable to Subordinated Debt Securities*

Under the subordinated indenture, or under one or more supplemental indentures to the subordinated indenture, we will:

maintain 100% ownership of the common securities of any trust to which subordinated debt securities have been issued while those subordinated debt securities remain outstanding; and

pay to any trust to which subordinated debt securities have been issued any taxes, duties, assessments or governmental charges of whatever nature (other than withholding taxes) imposed by the United States or any other taxing authority on that trust, so that the net amounts received and retained by that trust (after paying any taxes, duties, assessments or other governmental charges) will be not less than that trust would have received had no such taxes, duties, assessments or other governmental charges been imposed.

#### *Option to Extend Interest Payment Period*

If so indicated in the prospectus supplement, we can defer interest payments by extending the interest payment period for the number of consecutive extension periods specified in the applicable prospectus supplement. Other details regarding the extension period will also be specified in the applicable prospectus supplement. No extension period may extend beyond the maturity of the applicable subordinated debt securities. At the end of the extension period(s), we will pay all interest then accrued and unpaid, together with interest compounded quarterly at the rate for the applicable subordinated debt securities, to the extent permitted by applicable law.

During any extension period, we will not make distributions related to our capital stock, including dividends, redemptions, repurchases, liquidation payments, or guarantee payments. Also, we will not make any payments, redeem or repurchase any debt securities of equal or junior rank to the subordinated debt securities or make any guarantee payments on any such debt securities. We may, however, make the following types of distributions:

dividends paid in common stock;

dividends in connection with the implementation of a shareholder rights plan;

payments to a trust holding securities of the same series under a guarantee; or

repurchases, redemptions or other acquisitions of shares of our capital stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of employees, officers, directors or consultants.

#### *Subordination*

The payment of the principal of, premium, if any, and interest, if any, on the subordinated debt securities will be subordinated, to the extent and in the manner set forth in the subordinated indenture, in right of payment to the prior payment in full of all senior indebtedness which may at any time and from time to time be outstanding. Unless otherwise provided in the applicable prospectus supplement with respect to an issue of subordinated debt securities, in the event of any distribution of our assets upon any dissolution, winding up, liquidation, reorganization or other similar proceedings of CSX:

all senior indebtedness will first be paid in full, or that payment will be provided for, before any payment on account of the principal of, or premium, if any, or interest, if any, on the subordinated debt securities is made, and

## Table of Contents

if any payment or distribution of our assets is received by the subordinated trustee or the holders of any of the subordinated debt securities before all senior indebtedness is paid in full, that payment or distribution will be paid over to the holders of senior indebtedness or on their behalf for application to the payment of all senior indebtedness remaining unpaid until all senior indebtedness has been paid in full or that payment provided for, after giving effect to any concurrent payment or distribution to the holders of senior indebtedness.

Subject to the payment in full of all senior indebtedness upon any distribution of our assets, the holders of the subordinated debt securities will be subrogated to the rights of the holders of the senior indebtedness to the extent of payments made to the holders of senior indebtedness out of the distributive share of the subordinated debt securities.

By reason of subordination of the subordinated debt securities, if there is any distribution of our assets upon dissolution, winding up, liquidation, reorganization or other similar proceedings of CSX,

holders of senior indebtedness will be entitled to be paid in full before payments may be made on the subordinated debt securities and the holders of subordinated debt securities will be required to pay over their share of that distribution to the holders of senior indebtedness until all senior indebtedness is paid in full, and

creditors of CSX who are neither holders of subordinated debt securities nor holders of senior indebtedness may recover less, ratably, than holders of senior indebtedness and may recover more, ratably, than the holders of the subordinated debt securities.

Furthermore, subordination may result in a reduction or elimination of payments to the holders of subordinated debt securities. The subordinated indenture provides that the subordination provisions in the subordinated indenture will not apply to any money and securities held in trust pursuant to the discharge, defeasance and covenant defeasance provisions of the subordinated indenture (see “–Discharge, Defeasance and Covenant Defeasance” above).

The subordinated indenture also provides that no payment on account of the principal of, or premium, if any, sinking funds, if any, or interest, if any, on the subordinated debt securities will be made unless full payment of amounts then due for the principal of, premium, if any, sinking funds, if any, and interest, if any, on senior indebtedness has been made or duly provided for.

Senior indebtedness means, with respect to any series of subordinated debt securities, the principal, premium, interest and any other payment in respect of any of the following:

- (1) any liability of CSX

for borrowed money or under any reimbursement obligation relating to a letter of credit, or

evidenced by a bond, note, debenture or similar instrument, or

for obligations to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, or

for the payment of money relating to a capitalized lease obligation, or

for the payment of money under any swap agreement;

- (2) any liability of others described in the preceding clause (1) that CSX has guaranteed or that is otherwise our legal liability; and
- (3) any deferral, renewal, extension or refunding of any liability of the types referred to in clauses (1) and (2) above,

unless, in the instrument creating or evidencing any liability referred to in clause (1) or (2) above or any deferral, renewal, extension or refunding referred to in clause (3) above or pursuant to which the same is outstanding, it is

---

## Table of Contents

expressly provided that the liability, deferral, renewal, extension or refunding is subordinate in right of payment to all other indebtedness of CSX or is not senior or prior in right of payment to the subordinated debt securities or ranks *pari passu* with or subordinate to the subordinated debt securities in right of payment; and *provided that* the subordinated debt securities will not constitute senior indebtedness. Swap agreements are defined as any financial agreement designed to manage our exposure to fluctuations in interest rates, currency exchange rates or commodity prices, including without limitation swap agreements, option agreements, cap agreements, floor agreements, collar agreements and forward purchase agreements.

Senior indebtedness will be entitled to the benefits of the subordination provisions in the subordinated indenture irrespective of the amendment, modification or waiver of any term of the senior indebtedness. We may not amend the subordinated indenture to change the subordination of any outstanding subordinated debt securities without the consent of each holder of senior indebtedness that the amendment would adversely affect.

If this prospectus is being delivered in connection with the offering of a series of subordinated debt securities, the accompanying prospectus supplement or the information incorporated by reference in this prospectus will set forth the approximate amount of senior indebtedness outstanding as of a recent date. The subordinated indenture does not limit the amount of senior indebtedness that we may issue.

### **CSX TRANSPORTATION, INC.**

CSXT may issue debt securities that may be either secured by assets of CSXT or senior unsecured obligations of CSXT. The debt securities will be issued under one or more indentures and may be issued from time to time in one or more series. Payment obligations under any debt securities issued by CSXT will be fully, unconditionally and irrevocably guaranteed by CSX.

The discussion of the material provisions of a particular series of debt securities set forth in the applicable prospectus supplement are subject to and are qualified in their entirety by reference to all of the provisions of the instruments governing such debt securities, which provisions (including defined terms) are incorporated in this description of debt securities by reference.

The particular terms of each series of debt securities offered by a prospectus supplement or prospectus supplements will be described in the prospectus supplement or prospectus supplements relating to that series.

The prospectus supplement for a particular series of debt securities will describe the specific terms of that series, including (where applicable):

the title of the debt securities;

any limit on the aggregate principal amount of the debt securities;

the price or prices (expressed as a percentage of the aggregate principal amount of the debt securities) at which the debt securities will be issued;

the date or dates on which the debt securities will mature;

the rate or rates per annum at which the debt securities will bear interest, if any, or the formula pursuant to which the rate or rates will be determined, and the date or dates from which interest will accrue;

the interest payment dates on which interest on the debt securities will be payable and the regular record date for any interest payable on any registered debt securities on any interest payment date;

the period or periods within which and the price or prices at which the debt securities may, pursuant to any optional redemption provisions, be redeemed, in whole or in part, at our option and the other detailed terms and conditions of any optional redemption provisions;

---

## Table of Contents

the obligation, if any, of CSXT to redeem or purchase the debt securities pursuant to any sinking fund or analogous provisions or at the option of the holder of the debt securities and the period or periods within which and the price or prices at which the debt securities will be redeemed or purchased, in whole or in part, pursuant to that obligation, and the other detailed terms and conditions of that obligation;

the denominations in which any registered debt securities will be issuable, if other than denominations of \$2,000 and any integral multiple of \$1,000, and the denomination or denominations in which bearer debt securities will be issuable, if other than denominations of \$5,000;

the currency or currencies, including currency units, in which payment of principal of and any premium and interest on the debt securities will be payable if other than U.S. dollars and the ability, if any, of CSXT or the holders of the debt securities to have payments made in any currency other than those in which the debt securities are stated to be payable;

whether the debt securities will be unsecured or secured and if secured, the terms relating to the collateral thereof; and

any other terms of the debt securities not inconsistent with the provisions of the relevant indenture.

### **DESCRIPTION OF TRUST PREFERRED SECURITIES**

The following is a summary of the principal terms of the trust preferred securities. The form of amended trust agreement is filed as an exhibit to the registration statement of which this prospectus forms a part, or is incorporated by reference. The terms of the trust preferred securities will include those stated in the amended trust agreement and those made part of the amended trust agreement by the Trust Indenture Act.

#### **General**

The Trust will exist until terminated as provided in its amended trust agreement. Except under certain circumstances, CSX will be entitled to appoint, remove or replace trustees, who will conduct the business and affairs of the Trust. The trustees of the Trust will consist of:

two employees, officers or affiliates of CSX as administrative trustees;

a financial institution unaffiliated with CSX that will act as property trustee and as indenture trustee for purposes of the Trust Indenture Act, under the terms set forth in a prospectus supplement; and

one trustee with its principal place of business or who resides in the State of Delaware and who will act under the terms set forth in a prospectus supplement.

The amended trust agreement will authorize the administrative trustees to issue, on behalf of the Trust, two classes of trust securities, trust preferred securities and trust common securities, each of which will have the terms described in this prospectus and in the applicable prospectus supplement. CSX will own all of the trust common securities. The trust common securities will rank equally in right of payment, and payments will be made on the trust common securities, proportionately with the trust preferred securities. However, if an event of default occurs and is continuing under the amended trust agreement, the rights of the holders of the trust common securities to payment of distributions and payments upon liquidation, redemption and otherwise, will be subordinated to the rights of the holders of the trust preferred securities. CSX will acquire, directly or indirectly, trust common securities in a total liquidation amount of approximately 3% of the total capital of the Trust.

The proceeds from the sale of the trust preferred securities will be used by the Trust to purchase our subordinated debt securities. These subordinated debt securities will be held in trust by the property trustee for the benefit of the holders of the trust securities. CSX will guarantee the payments of distributions and payments on redemption or liquidation with respect to the trust preferred securities, but only to the extent the Trust has funds available to make those payments and has not made the payments. See “Description of the Guarantee.”



---

## Table of Contents

The assets of the Trust available for distribution to the holders of trust preferred securities will be limited to payments from us under the subordinated debt securities held by the Trust. If we fail to make a payment on the subordinated debt securities, the Trust will not have sufficient funds to make related payments, including distributions, on its trust preferred securities.

The guarantee, when taken together with our obligations under the subordinated debt securities, the subordinated indenture and the amended trust agreement, will provide a full and unconditional guarantee of amounts due on the trust preferred securities issued by the Trust.

The trust preferred securities will have the terms, including distributions, redemption, voting, liquidation rights and other preferred, deferred or other special rights or restrictions that will be described in the amended trust agreement or made part of the amended trust agreement by the Trust Indenture Act or the Delaware Statutory Trust Act. The terms of the trust preferred securities will mirror the terms of the subordinated debt securities held by the Trust. In other words, the distribution rate and the distribution payment dates and other payment dates for the trust preferred securities will correspond to the interest rate and interest payment dates and other payment dates on the subordinated debt securities. Holders of trust preferred securities have no preemptive or similar rights.

### **Provisions of a Particular Series**

The Trust may issue only one series of trust preferred securities. The applicable prospectus supplement will set forth the principal terms of the trust preferred securities that will be offered, including:

the name of the trust preferred securities;

the liquidation amount and number of trust preferred securities issued;

the annual distribution rate(s) or method of determining such rate(s), the payment date(s) and the record dates used to determine the holders who are to receive distributions;

the date from which distributions will be cumulative;

the optional redemption provisions, if any, including the prices, time periods and other terms and conditions on which the trust preferred securities will be purchased or redeemed, in whole or in part;

and conditions, if any, upon which the subordinated debt securities and the related guarantee may be distributed to holders of those trust preferred securities;

any securities exchange on which the trust preferred securities will be listed;

whether the trust preferred securities are to be issued in book-entry form and represented by one or more global certificates, and if so, the depositary for those global certificates and the specific terms of the depositary arrangements; and

any other relevant rights, preferences, privileges, limitations or restrictions of the trust preferred securities.

The interest rate and interest and other payment dates of each series of subordinated debt securities issued to a trust will correspond to the rate at which distributions will be paid and the distribution and other payment dates of the trust preferred securities of that trust.

**Extensions**

CSX has the right under the subordinated indenture to defer payments of interest on the subordinated debt securities by extending the interest payment period from time to time on the subordinated debt securities. The

---

## [Table of Contents](#)

administrative trustees will give the holders of the trust preferred securities notice of any extension period upon their receipt of notice from us. If distributions are deferred, the deferred distributions and accrued interest will be paid to holders of record of the trust preferred securities as they appear on the books and records of the Trust on the record date next following the termination of such deferral period. See “Additional Terms of Subordinated Debt Securities–Option To Extend Interest Payment Period.”

### **Distributions**

Distributions on the trust preferred securities will be made on the dates payable to the extent that the Trust has funds available for the payment of distributions in the property account held by the property trustee. The Trust’s funds available for distribution to the holders of the trust securities will be limited to payments received from us on the subordinated debt securities. CSX has guaranteed the payment of distributions out of monies held by the Trust to the extent set forth under “Description of the Guarantee.”

Distributions on the trust preferred securities will be payable to the holders named on the securities register of the Trust at the close of business on the record dates, which, as long as the trust preferred securities remain in book-entry only form, will be one business day prior to the relevant payment dates. Distributions will be paid through the property trustee who will hold amounts received in respect of the subordinated debt securities in the property account for the benefit of the holders of the trust securities. In the event that the trust preferred securities do not continue to remain in book-entry only form, the relevant record dates will conform to the rules of any securities exchange on which the trust preferred securities are listed and, if none, the administrative trustees will have the right to select relevant record dates, which will be more than 14 days but less than 60 days prior to the relevant payment dates. In the event that any date on which distributions are to be made on the trust preferred securities is not a business day, then payment of the distributions payable on that date will be made on the next succeeding day which is a business day and without any interest or other payment in respect of that delay, except that, if that business day is in the next succeeding calendar year, the payment will be made on the immediately preceding business day, in each case with the same force and effect as if made on the record date.

### **Mandatory Redemption of Trust Preferred Securities**

The trust preferred securities have no stated maturity date, but will be redeemed upon the maturity of the subordinated debt securities or to the extent the subordinated debt securities are redeemed prior to maturity. The subordinated debt securities will mature on the date specified in the applicable prospectus supplement and may be redeemed at any time, in whole but not in part, in certain circumstances upon the occurrence of a Tax Event or an Investment Company Event as described under “Special Event Redemption.”

Upon the maturity of the subordinated debt securities, the proceeds of their repayment will simultaneously be applied to redeem all the outstanding trust securities at the applicable redemption price. Upon the redemption of the subordinated debt securities, either at our option or as a result of a Tax Event or an Investment Company Event, the proceeds from the redemption will simultaneously be applied to redeem trust securities having a total liquidation amount equal to the total principal amount of the subordinated debt securities so redeemed at the redemption price; provided, that holders of trust securities will be given not less than 20 nor more than 60 days’ notice of the redemption. In the event that fewer than all of the outstanding trust securities are to be redeemed, the trust securities will be redeemed proportionately.

---

## [Table of Contents](#)

### **Special Event Redemption**

Both a Tax Event and an Investment Company Event constitute Special Events for purposes of the redemption provisions described in the two immediately preceding paragraphs.

A Tax Event means that the administrative trustees have received an opinion of independent tax counsel experienced in such matters to the effect that, as a result of any amendment to, change or announced proposed change in:

the laws or regulations of the United States or any of its political subdivisions or taxing authorities, or

any official administrative pronouncement, action or judicial decision interpreting or applying those laws or regulations,

which amendment or change becomes effective or proposed change, pronouncement, action or decision is announced on or after the date the trust preferred securities are issued and sold, there is more than an insubstantial risk that:

the Trust is or within 90 days would be subject to U.S. federal income tax with respect to income accrued or received on the subordinated debt securities,

interest payable to the Trust on the subordinated debt securities is not or within 90 days would not be deductible, in whole or in part, by CSX for U.S. federal income tax purposes, or

the Trust is or within 90 days would be subject to a material amount of other taxes, duties or other governmental charges.

An Investment Company Event means that the administrative trustees have received an opinion of a nationally recognized independent counsel to the effect that, as a result of an amendment to or change in the Investment Company Act or regulations thereunder on or after the date the trust preferred securities are issued and sold, there is more than an insubstantial risk that the Trust is or will be considered an investment company and be required to be registered under the Investment Company Act.

### **Redemption Procedures**

The Trust may not redeem fewer than all the outstanding trust securities unless all accrued and unpaid distributions have been paid on all trust securities for all distribution periods terminating on or before the date of redemption. In the event that fewer than all of the outstanding trust securities are to be redeemed, the trust securities will be redeemed proportionately.

If the Trust gives a notice of redemption in respect of the trust securities (which notice will be irrevocable), then, by 12:00 noon, New York City time, on the redemption date, and if CSX has paid to the property trustee a sufficient amount of cash in connection with the related redemption or maturity of the subordinated debt securities, the property trustee will irrevocably deposit with the depository funds sufficient to pay the applicable redemption price and will give the depository irrevocable instructions and authority to pay the redemption price to the holders of the trust preferred securities, and the paying agent will pay the applicable redemption price to the holders of the trust common securities by check. If notice of redemption has been given and funds deposited as required, then, immediately prior to the close of business on the date of the deposit, distributions will cease to accrue and all rights of holders of trust preferred securities called for redemption will cease, except the right of the holders of the trust preferred securities to receive the redemption price but without interest on the redemption price. In the event that any date fixed for redemption of trust preferred securities is not a business day, then payment of the redemption price payable on

that date will be made on the next succeeding day that is a business day, without any interest or other payment in respect of any such delay, except that, if that business day falls in

---

## [Table of Contents](#)

the next calendar year, payment will be made on the immediately preceding business day. In the event that payment of the redemption price in respect of trust preferred securities is improperly withheld or refused and not paid either by the Trust or by CSX under the guarantee, distributions on the trust preferred securities will continue to accrue at the then applicable rate from the original redemption date to the date of payment, in which case the actual payment date will be considered the date fixed for redemption for purposes of calculating the redemption price.

Subject to the foregoing and applicable law, including, without limitation, U.S. federal securities laws, we or our subsidiaries may at any time, and from time to time, purchase outstanding trust preferred securities by tender, in the open market or by private agreement.

### **Conversion or Exchange Rights**

The terms on which the trust preferred securities are convertible into or exchangeable for common stock or our other securities will be contained in the applicable prospectus supplement. Those terms will include provisions as to whether conversion or exchange is mandatory, at the option of the holder or at our option, and may include provisions under which the number of shares of common stock or our other securities to be received by the holders of trust preferred securities would be subject to adjustment.

### **Distribution of the Subordinated Debt Securities**

CSX will have the right at any time to dissolve the Trust and, after satisfaction of the liabilities of creditors of the Trust as provided by applicable law, to cause subordinated debt securities to be distributed to the holders of the trust preferred securities in a total stated principal amount equal to the total stated liquidation amount of the trust preferred securities then outstanding. Prior to any such dissolution, we will obtain any required regulatory approvals. The right to dissolve the Trust and distribute the subordinated debt securities will be conditioned on our receipt of an opinion rendered by an independent tax counsel that the distribution would not result in the recognition of gain or loss for federal income tax purposes by the holders.

### **Liquidation Distribution upon Dissolution**

The amended trust agreement will state that the Trust will be dissolved:

upon our bankruptcy;

upon the filing of a certificate of dissolution or its equivalent with respect to CSX;

upon the filing of a certificate of cancellation with respect to the Trust after obtaining the consent of at least a majority in liquidation amount of the trust preferred securities, voting together as a single class;

90 days after the revocation of our charter, but only if the charter is not reinstated during that 90-day period;

upon the distribution of the related subordinated debt securities directly to the holders of the trust securities;

upon the redemption of all of the trust securities; or

upon entry of a court order for the dissolution of CSX or the Trust.

In the event of a dissolution, after the Trust pays all amounts owed to creditors, the holders of the trust preferred securities will be entitled to receive:

cash equal to the total liquidation amount of each trust preferred security specified in an accompanying prospectus supplement, plus accumulated and unpaid distributions to the date of payment; or;

---

## [Table of Contents](#)

subordinated debt securities in a total principal amount equal to the total liquidation amount of the trust preferred securities.

If the Trust cannot pay the full amount due on its trust securities because insufficient assets are available for payment, then the amounts payable by the Trust on its trust securities will be paid proportionately. However, if an event of default under the related amended trust agreement occurs, the total amounts due on the trust preferred securities will be paid before any distribution on the trust common securities. Under certain circumstances involving the dissolution of the Trust, subject to obtaining any required regulatory approval, subordinated debt securities will be distributed to the holders of the trust securities in liquidation of the Trust.

### **Trust Enforcement Events**

An event of default under the subordinated indenture relating to the subordinated debt securities will be an event of default under the amended trust agreement (a “Trust Enforcement Event”). See “Description of Debt Securities–Events of Default.”

In addition, the voluntary or involuntary dissolution, winding up or termination of the Trust is also a Trust Enforcement Event, except in connection with:

the distribution of the subordinated debt securities to holders of the trust securities of the Trust,

the redemption of all of the trust securities of the Trust, and

mergers, consolidations or amalgamations permitted by the amended trust agreement of the Trust.

Under the amended trust agreement, the holder of the trust common securities will be deemed to have waived any Trust Enforcement Event with respect to the trust common securities until all Trust Enforcement Events with respect to the trust preferred securities have been cured, waived or otherwise eliminated. Until all Trust Enforcement Events with respect to the trust preferred securities have been so cured, waived, or otherwise eliminated, the property trustee will be deemed to be acting solely on behalf of the holders of the trust preferred securities and only the holders of the trust preferred securities will have the right to direct the property trustee with respect to certain matters under the amended trust agreement and the subordinated indenture. In the event that any Trust Enforcement Event with respect to the trust preferred securities is waived by the holders of the trust preferred securities as provided in the amended trust agreement, under the amended trust agreement the holders of trust common securities have agreed that the waiver also constitutes a waiver of the Trust Enforcement Event with respect to the trust common securities for all purposes under the amended trust agreement without any further act, vote or consent of the holders of trust common securities.

CSX and the administrative trustees must file annually with the property trustee a certificate evidencing compliance with all the applicable conditions and covenants under the amended trust agreement.

Upon the occurrence of a Trust Enforcement Event the property trustee, as the sole holder of the subordinated debt securities, will have the right under the subordinated indenture to declare the principal of, interest and premium, if any, on the subordinated debt securities to be immediately due and payable.

If the property trustee fails to enforce its rights under the amended trust agreement or the subordinated indenture to the fullest extent permitted by law and subject to the terms of the amended trust agreement and the subordinated indenture, any holder of trust preferred securities may sue us, or seek other remedies, to enforce the property trustee’s rights under the amended trust agreement or the subordinated indenture without first instituting a legal proceeding against the property trustee or any other person. If a Trust Enforcement Event occurs and is continuing as a result of our failure to pay principal of or interest or premium, if any, on the subordinated debt securities when payable, then



a holder of the trust preferred securities may directly sue us or seek other remedies, to collect its proportionate share of payments owed. See “Relationship Among the Trust Preferred Securities, the Guarantee and the Subordinated Debt Securities Held by the Trust.”

---

## [Table of Contents](#)

### **Removal and Replacement of Trustees**

Only the holders of trust common securities have the right to remove or replace the trustees of the Trust, except that while an event of default in respect of the subordinated debt securities has occurred and is continuing, the holders of a majority of the trust preferred securities will have this right. The resignation or removal of any trustee and the appointment of a successor trustee will be effective only on the acceptance of appointment by the successor trustee in accordance with the provisions of the amended trust agreement.

### **Mergers, Consolidations or Amalgamations of the Trust**

The Trust may not consolidate, amalgamate, merge with or into, or be replaced by or convey, transfer or lease its properties and assets substantially as an entirety to any other corporation or other body (each, a “Merger Event”), except as described below. The Trust may, with the consent of a majority of its administrative trustees and without the consent of the holders of its trust securities, consolidate, amalgamate, merge with or into, or be replaced by, another trust, provided that:

the successor entity either

assumes all of the obligations of the Trust relating to its trust securities, or

substitutes other securities for the trust securities that are substantially similar to the trust securities, so long as the successor securities rank the same as the trust securities for distributions and payments upon liquidation, redemption and otherwise;

CSX acknowledges a trustee of the successor entity, who has the same powers and duties as the property trustee of the Trust, as the holder of the subordinated debt securities;

the trust preferred securities are listed, or any successor securities will be listed, upon notice of issuance, on the same securities exchange or other organization that the trust preferred securities are then listed;

the Merger Event does not cause the trust preferred securities or successor securities to be downgraded by any nationally recognized rating agency;

the Merger Event does not adversely affect the rights, preferences and privileges of the holders of the trust securities or successor securities in any material way, other than with respect to any dilution of the holders’ interest in the new entity;

the successor entity has a purpose identical to that of the Trust;

prior to the Merger Event, CSX has received an opinion of counsel from a nationally recognized law firm stating that

the Merger Event does not adversely affect the rights of the holders of the trust preferred securities or any successor securities in any material way, other than with respect to any dilution of the holders' interest in the new entity, and

following the Merger Event, neither the Trust nor the successor entity will be required to register as an investment company under the Investment Company Act; and

CSX guarantees the obligations of the successor entity under the successor securities in the same manner as in the guarantee.

In addition, unless all of the holders of the trust preferred securities and trust common securities approve otherwise, the Trust will not consolidate, amalgamate, merge with or into, or be replaced by any other entity or permit any other entity to consolidate, amalgamate, merge with or into, or replace it, if, in the opinion of a nationally recognized tax counsel experienced in such matters, the transaction would cause the Trust or the successor entity to be classified other than as a grantor trust for U.S. federal income tax purposes.

---

## [Table of Contents](#)

### **Voting Rights; Amendment of Trust Agreement**

The holders of trust preferred securities have no voting rights except as discussed under “Mergers, Consolidations or Amalgamations of the Trust” and “Description of the Guarantee–Amendments”, and as otherwise required by law and the amended trust agreement.

The amended trust agreement may be amended if approved by a majority of the administrative trustees of the Trust. However, if any proposed amendment provides for, or the administrative trustees otherwise propose to effect,

any action that would adversely affect the powers, preferences or special rights of the trust securities, whether by way of amendment to the amended trust agreement or otherwise, or

the dissolution, winding up or termination of the Trust other than under the terms of its amended trust agreement,

then the holders of the trust preferred securities as a single class will be entitled to vote on the amendment or proposal. In that case, the amendment or proposal will only be effective if approved by at least a majority in liquidation amount of the trust preferred securities affected by the amendment or proposal.

No amendment may be made to an amended trust agreement if that amendment would:

cause the Trust to be characterized as other than a grantor trust for U.S. federal income tax purposes;

reduce or otherwise adversely affect the powers of the property trustee; or

cause the Trust to be deemed to be an investment company which is required to be registered under the Investment Company Act.

The holders of a majority of the total liquidation amount of the trust preferred securities have the right to:

direct the time, method and place of conducting any proceeding for any remedy available to the property trustee; or

direct the exercise of any power conferred upon the property trustee under the amended trust agreement, including the right to direct the property trustee, as the holder of the subordinated debt securities, to:

exercise the remedies available under the subordinated indenture with respect to the subordinated debt securities,

waive any event of default under the subordinated indenture that is waivable, or

cancel an acceleration of the principal of the subordinated debt securities.

In addition, before taking any of the foregoing actions, the property trustee must obtain an opinion of counsel stating that, as a result of that action, the Trust will continue to be classified as a grantor trust for U.S. federal income tax purposes.

As described in the form of amended trust agreement, holders of trust preferred securities may vote on a change at a meeting or by written consent.

If a vote by the holders of trust preferred securities is taken or a consent is obtained, any trust preferred securities owned by CSX or any of our affiliates will, for purposes of the vote or consent, be treated as if they were not outstanding, which will have the following consequences:

we and any of our affiliates will not be able to vote on or consent to matters requiring the vote or consent of holders of trust preferred securities; and

---

## [Table of Contents](#)

any trust preferred securities owned by CSX or any of our affiliates will not be counted in determining whether the required percentage of votes or consents has been obtained.

### **Information Concerning the Property Trustee**

The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank) will be the property trustee. The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank) will also be the guarantee trustee, the subordinated indenture trustee and the senior indenture trustee. CSX and certain of our affiliates may from time to time maintain deposit accounts and other banking relationships with The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank). The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank) also serves as trustee under other indentures pursuant to which securities of CSX are outstanding. See “Description of Debt Securities—Concerning the Trustees.”

For matters relating to compliance with the Trust Indenture Act, the property trustee will have all of the duties and responsibilities of an indenture trustee under the Trust Indenture Act. The property trustee, other than during the occurrence and continuance of a Trust Enforcement Event, undertakes to perform only the duties that are specifically described in the amended trust agreement and, upon a Trust Enforcement Event, must use the same degree of care and skill as a prudent person would exercise or use in the conduct of his or her own affairs. Subject to this provision, the property trustee is under no obligation to exercise any of the powers given it by the applicable amended trust agreement at the request of any holder of trust preferred securities unless it is offered reasonable security or indemnity against the costs, expenses and liabilities that it might incur.

### **Information Concerning the Delaware Trustee**

The Bank of New York Trust Company, N.A. (as successor to Chase Bank USA, National Association, formerly Chase Manhattan Bank USA, National Association) will serve as trustee of the Trust in the State of Delaware for the purpose of complying with the provisions of the Delaware Statutory Trust Act. The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank) will also serve as property trustee and in the other capacities described above under “Information Concerning the Property Trustee.”

### **Information Concerning the Administrative Trustees**

The administrative trustees are authorized and directed to conduct the affairs of and to operate the Trust in a way that:

will not cause it to be deemed to be an investment company required to be registered under the Investment Company Act;

will cause it to be classified as a grantor trust for U.S. federal income tax purposes; and

will cause the subordinated debt securities it holds to be treated as indebtedness of CSX for U.S. federal income tax purposes.

CSX and the administrative trustees are authorized to take any action, so long as it is not inconsistent with applicable law or the certificate of trust or amended trust agreement, that we and the administrative trustees determine to be necessary or desirable for those purposes.

### **Description of the Guarantee**

CSX will execute the guarantee from time to time for the benefit of the holders of the trust preferred securities.



## Table of Contents

The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank) will act as guarantee trustee under the guarantee. The guarantee trustee will hold the guarantee for the benefit of the holders of the trust preferred securities.

The following description of the guarantee is only a summary. The form of guarantee is an exhibit to the registration statement.

### **General**

CSX will irrevocably and unconditionally agree under the guarantee to pay the guarantee payments that are defined below, to the extent specified in the guarantee, to the holders of the trust preferred securities, to the extent that the guarantee payments are not paid by or on behalf of the Trust. We are required to pay the guarantee payments to the extent specified in the guarantee regardless of any defense, right of set-off or counterclaim that we may have or may assert against any person.

The following payments and distributions on the trust preferred securities of the Trust are guarantee payments:

any accrued and unpaid distributions required to be paid on the trust preferred securities of the Trust, but only to the extent that the Trust has funds legally and immediately available for those distributions;

the redemption price for any trust preferred securities that the Trust calls for redemption, including all accrued and unpaid distributions to the redemption date, but only to the extent that the Trust has funds legally and immediately available for the payment; and

upon a dissolution, winding-up or termination of the Trust, other than in connection with the distribution of subordinated debt securities to the holders of trust securities of the Trust or the redemption of all the trust preferred securities of the Trust, the lesser of:

the sum of the liquidation amount and all accrued and unpaid distributions on the trust preferred securities of the Trust to the payment date, to the extent that the Trust has funds legally and immediately available for the payment; and

the amount of assets of the Trust remaining available for distribution to holders of the trust preferred securities of the Trust in liquidation of the Trust.

We may satisfy our obligation to make a guarantee payment by making that payment directly to the holders of the related trust preferred securities or by causing the Trust to make the payment to those holders.

The guarantee will be a full and unconditional guarantee, subject to certain subordination provisions, of the guarantee payments with respect to the trust preferred securities from the time of issuance of the trust preferred securities, except that the guarantee will only apply to the payment of distributions and other payments on the trust preferred securities when the Trust has sufficient funds legally and immediately available to make those distributions or other payments.

If CSX does not make the required payments on the subordinated debt securities that the property trustee holds under the Trust, the Trust will not make the related payments on the trust preferred securities.

### **Subordination**

Our obligations under the guarantee will be unsecured obligations. Those obligations will rank:



subordinate and junior in right of payment to certain other liabilities of CSX, as described in the prospectus supplement;

equal in priority with subordinated debt securities and similar guarantees that CSX may issue or enter into in respect of the Trust or any similar financing vehicle sponsored by CSX; and

---

## [Table of Contents](#)

senior to our preferred and common stock.

CSX has no subordinated debt securities outstanding that will rank equal in priority with the guarantee. CSX has common stock outstanding that will rank junior to the guarantee.

The guarantee will be a guarantee of payment and not of collection. This means that the guaranteed party may institute a legal proceeding directly against us, as guarantor, to enforce its rights under the guarantee without first instituting a legal proceeding against any other person or entity.

The terms of the trust preferred securities will provide that each holder of the trust preferred securities, by accepting those trust preferred securities, agrees to the subordination provisions and other terms of the guarantee.

### ***Amendments***

CSX may amend the guarantee without the consent of any holder of the trust preferred securities to which the guarantee relates if the amendment does not materially and adversely affect the rights of those holders. We may otherwise amend the guarantee with the approval of the holders of at least 50% of the outstanding trust preferred securities to which the guarantee relates.

### ***Termination***

The guarantee will terminate and be of no further effect when:

the redemption price of the trust preferred securities to which the guarantee relates is fully paid;

CSX distributes the related subordinated debt securities to the holders of those trust preferred securities; or

the amounts payable upon liquidation of the related Trust are fully paid.

The guarantee will remain in effect or will be reinstated if at any time any holder of the related trust preferred securities must restore payment of any sums paid to that holder with respect to those trust preferred securities or under the guarantee.

### ***Material Covenants***

CSX will covenant that, so long as any trust preferred securities remain outstanding, if there is an event of default under the guarantee or under the subordinated indenture for the related subordinated debt securities or during an extension of the interest payment period for the related subordinated debt securities:

we will not declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of CSX' s capital stock; and

we will not make any payment of principal, interest or premium, if any, on or repay, repurchase or redeem any CSX debt securities that rank equally with or junior to the subordinated debt securities issued to the Trust or make any guarantee payments with respect

to any guarantee by CSX of the debt securities of any subsidiary of CSX if such guarantee ranks equally with or junior to the subordinated debt securities issued to the Trust.

We may, however, make the following types of distributions:

dividends or distributions paid in common stock;

dividends in connection with the implementation of a shareholder rights plan or the redemption or repurchase of any rights pursuant to such a plan;

## [Table of Contents](#)

payments to a trust holding securities of the same series under a guarantee; and

purchases of common stock related to the issuance of common stock or rights under any of CSX' s benefit plans.

Because we are a holding company that conducts all of our operations through our subsidiaries, our ability to meet our obligations under the guarantee is dependent on the earnings and cash flows of those subsidiaries and the ability of those subsidiaries to pay dividends or to advance or repay funds to us. The Trust, as holder of the guarantee and the subordinated debt securities, will generally have a junior position to claims of creditors of our subsidiaries, including trade creditors, debtholders, secured creditors, taxing authorities, guarantee holders and any preferred shareholders.

### ***Events of Default***

An event of default will occur under the guarantee if we fail to perform any of our payment obligations under the guarantee. The holders of a majority of the trust preferred securities of any series may waive any such event of default and its consequences on behalf of all of the holders of the trust preferred securities of that series. The guarantee trustee is entitled to enforce the guarantee for the benefit of the holders of the trust preferred securities of a series if an event of default occurs under the related guarantee. The holders of a majority of the trust preferred securities to which the guarantee relates have the right to direct the time, method and place of conducting any proceeding for any remedy available to the guarantee trustee with respect to the guarantee or to direct the exercise of any trust or power that the guarantee trustee holds under the guarantee. Any holder of the related trust preferred securities may institute a legal proceeding directly against us to enforce that holder' s rights under the guarantee without first instituting a legal proceeding against the guarantee trustee or any other person or entity.

### ***Concerning the Guarantee Trustee***

The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank) will be the guarantee trustee. It will also serve as the property trustee, the subordinated indenture trustee and the senior indenture trustee. We and certain of our affiliates may from time to time maintain deposit accounts and other banking relationships with The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank) and its affiliates. The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank) also serves as trustee under one other indenture pursuant to which securities of CSX are outstanding. See "Description of Debt Securities—Concerning the Trustees." The guarantee trustee will perform only those duties that are specifically set forth in each guarantee unless an event of default under the guarantee occurs and is continuing. In case an event of default occurs and is continuing, the guarantee trustee will exercise the same degree of care as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Subject to those provisions, the guarantee trustee is under no obligation to exercise any of its powers under any guarantee at the request of any holder of the related trust preferred securities unless that holder offers reasonable indemnity to the guarantee trustee against the costs, expenses and liabilities which it might incur as a result.

### ***Agreement as to Expenses and Liabilities***

CSX will enter into an agreement as to expenses and liabilities as required under the trust agreement. The agreement as to expenses and liabilities will provide that we will, with certain exceptions, irrevocably and unconditionally guarantee the full payment of any indebtedness, expenses or liabilities of the Trust to each person or entity to whom the Trust becomes indebted or liable. The exceptions are the obligations of the Trust to pay to the holders of the trust common securities or other similar interests in the Trust the amounts due to the holders under the terms of the trust common securities or the similar interests.

## [Table of Contents](#)

### **Relationship among the Trust Preferred Securities, the Guarantee and the Subordinated Debt Securities Held by the Trust**

CSX will guarantee payments of distributions and redemption and liquidation payments due on the trust preferred securities, to the extent the Trust has funds available for the payments, as described under “Description of the Guarantee.” No single document executed by us in connection with the issuance of the trust preferred securities will provide for our full, irrevocable and unconditional guarantee of the trust preferred securities. It is only the combined operation of our obligations under the guarantee, the amended trust agreement and the subordinated indenture that has the effect of providing a full, irrevocable and unconditional guarantee of the Trust’s obligations under the trust preferred securities.

As long as we make payments of interest and other payments when due on the subordinated debt securities held by the Trust, those payments will be sufficient to cover the payment of distributions and redemption and liquidation payments due on the trust preferred securities issued by the Trust, primarily because:

the total principal amount of the subordinated debt securities will be equal to the sum of the total liquidation amount of the trust preferred securities;

the interest rate and interest and other payment dates on the subordinated debt securities will match the distribution rate and distribution and other payment dates for the trust preferred securities;

we will pay for any and all costs, expenses and liabilities of the Trust except its obligations under its trust preferred securities; and

the amended trust agreement will provide that the Trust will not engage in any activity that is not consistent with the limited purposes of the Trust.

If, and to the extent that, we do not make payments on the subordinated debt securities, the Trust will not have funds available to make payments of distributions or other amounts due on its trust preferred securities. In those circumstances, you will not be able to rely upon the guarantee for payment of these amounts. Instead, you may directly sue us or seek other remedies to collect your proportionate share of payments owed. If you sue us to collect payment, then we will assume your rights as a holder of trust preferred securities under the amended trust agreement to the extent we make a payment to you in any such legal action.

### **Accounting Treatment**

The Trust will be treated as a subsidiary of ours for financial reporting purposes. Accordingly, our consolidated financial statements will include the accounts of the Trust. The trust preferred securities, along with other trust preferred securities that we guarantee on an equivalent basis, will be presented as a separate line item in our consolidated balance sheets, and appropriate disclosures about the trust preferred securities, the guarantee and the subordinated debt securities will be included in the notes to the consolidated financial statements. We will record distributions that the Trust pays on the trust preferred securities as an expense in our consolidated statement of income.

### **DESCRIPTION OF CAPITAL STOCK**

As of the date of this prospectus, the authorized capital stock of CSX is (i) 600,000,000 shares of common stock, par value \$1.00 per share, and (ii) 25,000,000 shares of preferred stock, without par value, issuable in series. As of September 28, 2007, 420,425,477 shares of common stock were issued and outstanding, and no shares of preferred stock were outstanding.

---

## [Table of Contents](#)

The following discussion of the material provisions of the common stock, preferred stock, Amended and Restated Articles of Incorporation and Bylaws of CSX are qualified in their entirety by reference to the Amended and Restated Articles of Incorporation and the Bylaws, copies of which have been incorporated by reference as exhibits to the registration statement.

### **Common Stock**

CSX may issue shares of common stock, either separately, or together with, or upon the conversion of or in exchange for, other securities. If we offer common stock, the specific terms of the offering, including the number of shares offered and the initial public offering price, will be described in the applicable prospectus supplement.

CSX common stock is listed on the New York Stock Exchange under the symbol "CSX." All outstanding shares of common stock are fully-paid and non-assessable. Any additional shares of common stock we issue will also be fully-paid and non-assessable. Holders of common stock are entitled to one vote per share on all matters voted on by shareholders, including elections of directors, and, except as otherwise required by law or provided by the express provisions of any series of preferred stock, the holders of those shares exclusively possess all voting power of CSX. There is no cumulative voting in the election of directors, and no holder of common stock is entitled as such, as a matter of right, to subscribe for or purchase any shares of common stock or preferred stock. Subject to the preferential rights of any outstanding series of preferred stock, the holders of common stock are entitled to receive ratably dividends as may be declared from time to time by our Board of Directors from funds legally available for that purpose. In the event of a liquidation, dissolution or winding up of CSX, holders of common stock are entitled to share ratably in all assets remaining after payment or provision for liabilities and amounts owing in respect of any outstanding preferred stock.

The transfer agent for CSX common stock is The Bank of New York, located in New York, New York.

### **Preferred Stock**

CSX may issue shares of our preferred stock, in one or more series, either separately, or together with, or upon the conversion of or in exchange for, other securities.

The following description of preferred stock sets forth certain general terms and provisions of any series of preferred stock to which any prospectus supplement may relate. If we offer preferred stock, the terms of any particular series of preferred stock, including preferred stock to be represented by depositary shares, will be described in the applicable prospectus supplement, including (where applicable):

the title of the series;

the number of shares offered;

the initial public offering price;

the dividend rate or method of calculation of the dividend rate and the dividend payment dates or periods;

the date from which dividends will accrue and whether dividends will be cumulative;

any right to vote with holders of shares of any other series or class and any right to vote as a class;

the provisions for redemption or repurchase, if applicable, including any sinking fund provisions for the redemption or repurchase of shares;

the amount payable with respect to both the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of CSX;

any listing on any securities exchange;

the procedures for any auction or remarketing, if any;

---

## Table of Contents

the terms and conditions, if any, upon which the preferred stock will be convertible into or exchangeable for other securities;

whether interests will be represented by depositary shares; and

any other specific terms of the offered preferred stock.

The form of articles of amendment relating to a series of offered preferred stock will be filed as an exhibit to or incorporated by reference in the registration statement. The terms of the preferred stock offered under any prospectus supplement may differ from the general terms set forth in this prospectus.

Preferred stock may be issued from time to time in one or more series. Subject to limitations prescribed by Virginia law and CSX's Amended and Restated Articles of Incorporation, our Board of Directors, without further action by the shareholders, is authorized to designate and issue in series preferred stock and to fix as to any series:

the number of shares constituting that series;

the rate of dividend, the time of payment and, if cumulative, the dates from which dividends will be cumulative, and the extent of participation rights, if any;

any right to vote with holders of shares of any other series or class and any right to vote as a class, either generally or as a condition to specified corporate action;

the price at and the terms and conditions on which shares may be redeemed, including any sinking fund provisions for the redemption or purchase of shares;

the amount payable in the event of a liquidation; and

whether shares will have the privilege of conversion, and if so, the terms and conditions on which shares may be converted.

The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, adversely affect the voting power of the holders of common stock and, under certain circumstances, make it more difficult for a third party to gain control of CSX or remove present management and could have the effect of delaying or preventing a merger, tender offer or other attempted takeover of CSX. No holder of preferred stock will be entitled, as a matter of right, to subscribe for or purchase any shares of preferred stock or common stock.

Preferred stock will, when issued, be fully-paid and non-assessable. Unless otherwise specified in the applicable prospectus supplement, any series of offered preferred stock will rank, with respect to dividends and the distribution of assets, senior to common stock, and on a parity



with shares of any other outstanding series of preferred stock. Therefore, any preferred stock that may subsequently be issued may limit the rights of the holders of our common stock and preferred stock. In addition, under certain circumstance, preferred stock could also restrict dividend payments to our holders of common stock.

The transfer agent and registrar for a series of preferred stock will be named in the applicable prospectus supplement.

### **Virginia Stock Corporation Act; Anti-takeover Effects**

The Virginia Stock Corporation Act (“VSCA”) contains provisions governing “Affiliated Transactions.” These provisions, with several exceptions discussed below, generally require approval of certain material transactions between a Virginia corporation and any beneficial holder of more than 10% of any class of its outstanding voting shares (an “Interested Shareholder”) by a majority of disinterested directors and by the holders of at least two-thirds of the remaining voting shares. Affiliated Transactions subject to this approval

## [Table of Contents](#)

requirement include mergers, share exchanges, material dispositions of corporate assets not in the ordinary course of business, any dissolution of the corporation proposed by or on behalf of an Interested Shareholder, or any reclassification, including reverse stock splits, recapitalization or merger of the corporation with its subsidiaries, which increases the percentage of voting shares owned beneficially by an Interested Shareholder by more than 5%.

For three years following the time that an Interested Shareholder becomes an owner of 10% of the outstanding voting shares, a Virginia corporation cannot engage in an Affiliated Transaction with that Interested Shareholder without the approval of two-thirds of the voting shares other than those shares beneficially owned by the Interested Shareholder, and the approval of a majority of the Disinterested Directors.

“Disinterested Director” means, with respect to a particular Interested Shareholder, a member of our Board of Directors who was:

a member on the date on which an Interested Shareholder became an Interested Shareholder, or

recommended for election by, or was elected to fill a vacancy and received the affirmative vote of, a majority of the Disinterested Directors then on the Board.

After the expiration of the three-year period, the statute requires approval of Affiliated Transactions by two-thirds of the voting shares other than those beneficially owned by the Interested Shareholder.

The principal exceptions to the special voting requirements apply to transactions proposed after the three-year period has expired and require either that the transaction be approved by a majority of CSX’ s Disinterested Directors or that the transaction satisfy the fair-price requirements of the statute. In general, the fair-price requirement provides that in a two-step acquisition transaction, the Interested Shareholder must pay the shareholders in the second step either the same amount of cash or the same amount and type of consideration paid to acquire CSX’ s shares in the first step.

None of the limitations and special voting requirements described above applies to an Interested Shareholder whose acquisition of shares making that person an Interested Shareholder was approved by a majority of CSX’ s Disinterested Directors.

These provisions are designed to deter certain types of takeovers of Virginia corporations. The statute provides that, by affirmative vote of a majority of the voting shares other than shares owned by any Interested Shareholder, a corporation can adopt an amendment to its articles of incorporation or bylaws providing that the Affiliated Transactions provisions will not apply to the corporation. At the 2006 annual meeting, the shareholders of CSX voted to “opt out” of the Affiliated Transactions provisions of the VSCA and eliminate the supermajority voting default rules. Under CSX’ s amended and restated articles of incorporation, the following actions must be approved, by the affirmative vote, of a majority of the voting shares entitled to vote: (1) any plan of merger or share exchange for which the VSCA requires shareholder approval; (2) the sale of all or substantially all of CSX’ s property for which the VSCA requires shareholder approval; and (3) the dissolution of CSX. Majority voting for these three types of actions became effective on November 3, 2007, 18 months after the amendment was approved by the shareholders.

Virginia law also generally provides that shares of a Virginia corporation acquired in a transaction that would cause the acquiring person’ s voting strength to meet or exceed any of three thresholds (20%, 33 1/3% or 50%) have no voting rights with respect to those shares unless granted by a majority vote of shares not owned by the acquiring person or any officer or employee-director of the corporation. This provision empowers an acquiring person to require the Virginia corporation to hold a special meeting of shareholders to consider the matter within 50 days of its request. This law does not apply to acquisitions of CSX stock.

## DESCRIPTION OF DEPOSITARY SHARES

CSX may offer depositary shares (either separately or together with other securities) representing fractional interests in shares of our preferred stock of any series. In connection with the issuance of any depositary shares, CSX will enter into a deposit agreement with a bank or trust company, as depositary, which will be named in the applicable prospectus supplement. Depositary shares will be evidenced by depositary receipts issued pursuant to the related deposit agreement. Immediately following the issuance by CSX of the preferred stock related to the depositary shares, we will deposit the shares of preferred stock with the relevant preferred stock depositary and will cause the preferred stock depositary to issue, on our behalf, the related depositary receipts. Subject to the terms of the deposit agreement, each owner of a depositary receipt will be entitled, in proportion to the fraction of a share of preferred stock represented by the related depositary share, to all the rights, preferences and privileges of, and will be subject to all of the limitations and restrictions on, the preferred stock represented by the depositary receipt (including, if applicable, dividend, voting, conversion, exchange, redemption and liquidation rights).

The form of deposit agreement, together with the form of related depositary receipt, that will be entered into with respect to a particular offering of depositary shares will be filed as an exhibit to or incorporated by reference in the registration statement.

The applicable prospectus supplement will describe the terms of the depositary shares and the related deposit agreement for a particular issue of depositary shares, which terms may include the following if applicable to those depositary shares:

the terms of the series of preferred stock deposited by CSX under the related deposit agreement;

the number of depositary shares and the fraction of one share of preferred stock represented by one depositary share;

whether the depositary shares will be listed on any securities exchange;

whether the depositary shares will be sold with any other securities and, if so, the amount and terms of those securities; and

any other specific terms of the depositary shares and the related deposit agreement.

## DESCRIPTION OF SECURITIES WARRANTS

CSX may issue, either separately or together with other securities, securities warrants for the purchase of debt securities, preferred stock or common stock. Each securities warrant will entitle the holder to purchase the principal amount of debt securities or number of shares of preferred stock or common stock, as the case may be, at the exercise price and in the manner specified in the prospectus supplement relating to those securities warrants. Securities warrants may be exercised at any time up to the date and time specified in the applicable prospectus supplement.

Securities warrants will be issued under one or more warrant agreements to be entered into between CSX and a bank or trust company, as warrant agent. The material terms and provisions of the warrant agreement for a particular issue of securities warrants will be set forth in the applicable prospectus supplement. The form of securities warrant agreement, including the form of certificates representing the securities warrants, that will be entered into with respect to a particular offering of securities warrants will be filed as an exhibit to or incorporated by reference in the registration statement.

The applicable prospectus supplement will describe the terms of the securities warrants for a particular issue of securities warrants, which terms may include the following if applicable to those securities warrants:

the title and aggregate number of the securities warrants;

---

## Table of Contents

the designation, aggregate principal amount, currency, currencies or currency units and terms of the debt securities purchasable upon exercise of the securities warrants; the price, or the manner of determining the price, at which the debt securities may be purchased upon exercise of the securities warrants;

the designation, number of shares and terms of the series of preferred stock purchasable upon exercise of the securities warrants; the price, or the manner of determining the price, at which the preferred stock may be purchased upon exercise of the securities warrants;

the number of shares of common stock that may be purchased upon exercise of each securities warrant; the price, or the manner of determining the price, at which the shares may be purchased upon the exercise of the securities warrants;

if other than cash, the property and manner in which the exercise price of the securities warrants may be paid; and any minimum number of securities warrants that may be exercisable at any one time;

the time or times at which, or period or periods during which, the securities warrants may be exercised and the expiration date of the securities warrants;

the terms of any right of CSX to redeem the securities warrants;

the terms of any right of CSX to accelerate the exercise of the securities warrants upon the occurrence of certain events;

whether the securities warrants will be sold with any other securities, and the date, if any, on and after which the securities warrants and the other securities will be separately transferable;

whether the securities warrants will be issued in registered or bearer form;

a discussion of certain material Federal income tax, accounting and other special considerations, procedures and limitations relating to the securities warrants; and

any other terms of the securities warrants.

## **PLAN OF DISTRIBUTION**

CSX may sell securities to one or more underwriters for public offering and sale by them or may sell securities to institutional investors directly or through agents who solicit or receive offers on our behalf or through dealers or through a combination of any of these methods of sale. The prospectus supplement with respect to particular securities will set forth the terms of the offering of those securities, including the following:

the name or names of any underwriters, dealers or agents;

the public offering or purchase price and the proceeds to CSX from that sale;

the expenses of the offering;

any discounts and commissions to be allowed or paid to the underwriters, dealers or agents;

all other items constituting underwriting compensation and the discounts and commissions to be allowed or paid to dealers, if any;  
and

the securities exchanges, if any, on which the securities will be listed.

Underwriters may offer and sell the securities at a fixed price or prices, which may be changed, or from time to time at market prices prevailing at the time of sale, at prices related to prevailing market prices or at negotiated prices. We also may offer and sell securities in exchange for one or more of our outstanding issues of debt. We may, from time to time, authorize agents acting on a best or reasonable efforts basis as our agents to solicit or receive offers to purchase the securities upon the terms and conditions as are set forth in the applicable prospectus supplement. In connection with the sale of securities, underwriters or agents may be deemed to have

## Table of Contents

received compensation from CSX in the form of underwriting discounts or commissions and may also receive commissions from purchasers of securities for whom they may act as agent. Underwriters may sell securities to or through dealers, and dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters and/or commissions from the purchasers for whom they may act as agent.

Underwriters, dealers and agents who participate in the distribution of securities and their controlling persons may be entitled, under agreements that may be entered into with CSX, to indemnification by us against certain liabilities, including liabilities under the Securities Act, or to contribution with respect to payments that the underwriters, dealers or agents and their controlling persons may be required to make in respect of those liabilities.

If so indicated in the applicable prospectus supplement, we may authorize underwriters or other persons acting as our agents to solicit offers by certain institutions to purchase securities from us pursuant to contracts providing for payment and delivery on a future date. Institutions with which those contracts may be made include commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions and others, but in all cases those institutions must be approved by us. The obligations of any institutional purchaser under those contracts will not be subject to any conditions except:

the purchase by that institution of the securities covered by the contract will not at the time of delivery be prohibited under the laws of the jurisdiction to which that institution is subject, and

if the securities are being sold to underwriters, we will have sold to the underwriters the total principal amount of the securities less the principal amount covered by delayed delivery contracts.

Each series of offered securities other than common stock will be a new issue of securities with no established trading market. Any underwriters to whom offered securities are sold by CSX for public offering and sale may make a market in such offered securities, but the underwriters will not be obligated to do so and may discontinue any market making at any time without notice. No assurance can be given as to the liquidity of the trading market for any offered securities.

Any underwriter may engage in stabilizing and syndicate covering transactions in accordance with Rule 104 under the Exchange Act. Rule 104 permits stabilizing bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum. The underwriters may over-allot offered securities, thereby creating a short position in the underwriters' account. Syndicate covering transactions involve purchases of offered securities in the open market after the distribution has been completed to cover syndicate short positions. Stabilizing and syndicate covering transactions may cause the price of the offered securities to be higher than it would otherwise be in the absence of such transactions. These transactions, if commenced, may be discontinued at any time.

Certain of the underwriters, dealers or agents and their affiliates may engage in transactions with and perform services for CSX in the ordinary course of business.

## **LEGAL OPINIONS**

Cravath, Swaine & Moore LLP will issue an opinion concerning the validity of the offered securities for CSX. Certain matters relating to the formation of the Trust and the issuance of the trust preferred securities under Delaware law and the trust agreements will be passed upon by Richards, Layton & Finger, P.A., special Delaware counsel to the Trust and CSX. Any underwriter, dealer or agent will be advised about other issues relating to any offering by its own legal counsel.

## EXPERTS

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements included in our Annual Report on Form 10-K and our current report on Form 8-K as filed on December 10, 2007 for the fiscal year ended December 29, 2006, and management' s assessment of the effectiveness of our internal control over financial reporting as of December 29, 2006, as set forth in their reports, which are incorporated by reference in this prospectus and elsewhere in the registration statement. Our consolidated financial statements and management' s assessment are incorporated by reference in reliance on Ernst & Young LLP' s reports, given on their authority as experts in accounting and auditing.



**PART II**  
**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 14. Other Expenses of Issuance and Distribution**

The following table sets forth the expenses other than underwriting discounts and commissions (all of which will be paid by CSX) to be incurred in connection with the registration and sale of the securities:

Securities and Exchange Commission filing fee	(1)
Rating agency fees and listing fees	(2)
Legal fees, Blue Sky fees and expenses	(2)
Accounting fees and expenses	(2)
Transfer Agents' , Trustees' and Depository' s fees and expenses	(2)
Printing and engraving	(2)
Miscellaneous	(2)
Total	(2)

(1) In accordance with Rules 456(b) and 457(r), the registrants are deferring payment of all of the registration fee.

(2) The amount of these expenses is not presently known.

**Item 15. Indemnification of Directors and Officers**

Article 10 of the Virginia Stock Corporation Act allows, in general, for indemnification, in certain circumstances, by a corporation of any person threatened with or made a party to any action, suit or proceeding by reason of the fact that he or she is, or was, a director, officer, employee or agent of such corporation. Indemnification is also authorized with respect to a criminal action or proceeding where the person had no reasonable cause to believe that his or her conduct was unlawful. Article 9 of the Virginia Stock Corporation Act provides limitations on damages payable by officers and directors, except in cases of willful misconduct or knowing violation of criminal law or any federal or state securities law.

Article VII of CSX' s Amended and Restated Articles of Incorporation provides for mandatory indemnification of any director or officer of CSX who is, was or is threatened to be made a party to any proceeding (including any proceeding by or on behalf of CSX) by reason of the fact that he or she is or was a director or officer of CSX against all liabilities and reasonable expenses incurred in the proceeding, except such liabilities and expenses as are incurred because of such director' s or officer' s willful misconduct or knowing violation of the criminal law.

CSX' s Amended and Restated Articles of Incorporation also provide that in every instance permitted under Virginia corporate law in effect from time to time, the liability of a director or officer of CSX to CSX or our shareholders arising out of a single transaction, occurrence or course of conduct will be limited to one dollar.

CSX maintains a standard policy of officers' and directors' liability insurance.

The underwriting, distribution or similar agreements filed or to be filed as exhibits to the registration statement will contain provisions regarding indemnification of CSX' s officers, directors and controlling persons against certain liabilities.

II-1

## Table of Contents

### **Item 16. Exhibits**

- 1.1 Form of Underwriting Agreement for Debt Securities (incorporated herein by reference to Exhibit 1.1 to CSX' s Registration Statement on Form S-3 (Registration No. 333-113637))
- 1.2 Form of Underwriting Agreement for the other securities registered hereby (a)
- 3.1(a) Amended and Restated Articles of Incorporation of CSX (incorporated herein by reference to Exhibit 3.1 to CSX' s Current Report on Form 8-K (File No. 001- 08022) filed with the SEC on December 14, 2004)
- 3.1(b) Amended and Restated Articles of Incorporation of CSX (incorporated herein by reference to Exhibit 3(i) to CSX' s Current Report on Form 8-K (File No. 001- 08022) filed with the SEC on May 9, 2006)
- 3.1(c) Amended and Restated Articles of Incorporation of CSX (incorporated herein by reference to Exhibit 3.1 to CSX' s Current Report on Form 8-K (File No. 001- 08022) filed with the SEC on July 18, 2006)
- 3.1(d) Amended and Restated Articles of Incorporation of CSX Transportation, Inc. (b)
- 3.2(a) Bylaws of CSX, as amended (incorporated herein by reference to Exhibit 3.2 to CSX' s Quarterly Report on Form 10-Q for the fiscal quarter ended June 27, 2003 (File No. 001-8022) filed with the SEC on July 30, 2003)
- 3.2(b) Amendment to Bylaws of CSX (incorporated herein by reference to Exhibit 3(ii).1 to CSX' s Quarterly Report on Form 10-Q for the fiscal quarter ended June 25, 2004 (File No. 001-8022) filed with the SEC on July 29, 2004)
- 3.2(c) Amendment to Bylaws of CSX (incorporated herein by reference to Exhibit 3.2 to CSX' s Current Report on Form 8-K (File No. 001-08022) filed with the SEC on December 11, 2004)
- 3.2(d) Amendment to Bylaws of CSX (incorporated herein by reference to Exhibit 3.2 to CSX' s Current Report on Form 8-K (File No. 001-08022) filed with the SEC on February 13, 2006)
- 3.2(e) Amendment to Bylaws of CSX (incorporated herein by reference to Exhibit 3.2 to CSX' s Current Report on Form 8-K (File No. 001-08022) filed with the SEC on August 29, 2006)
- 3.2(f) Amendment to Bylaws of CSX (incorporated herein by reference to Exhibit 3.2 to CSX' s Current Report on Form 8-K (File No. 001-08022) filed with the SEC on July 7, 2007)
- 3.2(g) Amended and Restated Bylaws of CSX (incorporated herein by reference to Exhibit 3.2 to CSX' s Current Report on Form 8-K (File No. 001-08022) filed with the SEC on September 12, 2007)
- 3.2(h) Amended and Restated Bylaws of CSX Transportation, Inc. (b)
- 4.3 Indenture, dated August 1, 1990, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (incorporated herein by reference to CSX' s Form SE, dated September 7, 1990, filed with the SEC)
- 4.4 First Supplemental Indenture, dated as of June 15, 1991, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (incorporated herein by reference to Exhibit 4 (c) to CSX' s Form SE, dated May 28, 1992, filed with the SEC)
- 4.5 Second Supplemental Indenture, dated as of May 6, 1997, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (incorporated herein by reference to Exhibit 4.3 to CSX' s Registration Statement on Form S-4 (Registration No. 333-28523) filed with the SEC on June 5, 1997)

## Table of Contents

- 4.6 Third Supplemental Indenture, dated as of April 22, 1998, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (incorporated herein by reference to Exhibit 4.2 to CSX' s Current Report on Form 8-K (File No. 001-8022) filed with the SEC on May 12, 1998)
- 4.7 Fourth Supplemental Indenture, dated as of October 30, 2001, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (incorporated herein by reference to Exhibit 4.1 to CSX' s Quarterly Report on Form 10-Q for the fiscal quarter ended September 28, 2001 (File No. 001-8022) filed with the SEC on November 7, 2001)
- 4.8 Fifth Supplemental Indenture, dated as of October 27, 2003, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (incorporated herein by reference to Exhibit 4.1 to CSX' s Current Report on Form 8-K (File No. 001-8022) filed with the SEC on October 27, 2003)
- 4.9 Sixth Supplemental Indenture, dated as of September 23, 2004, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (incorporated herein by reference to Exhibit 4.1 to CSX' s Quarterly Report on Form 10-Q for the fiscal quarter ended September 24, 2004 (File No. 001-8022) filed with the SEC on November 3, 2004)
- 4.10 Seventh Supplemental Indenture, dated as of April 25, 2007, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (incorporated herein by reference to Exhibit 4.4 to CSX' s Current Report on Form 8-K (File No. 001-8022) filed with the SEC on April 25, 2007)
- 4.11 Form of Subordinated Indenture (incorporated herein by reference to Exhibit 4.9 to CSX' s Registration Statement on Form S-3 (Registration No. 333-60134))
- 4.12 Form of Supplemental Indenture to Subordinated Indenture (incorporated herein by reference to Exhibit 4.10 to CSX' s Registration Statement on Form S-3 (Registration No. 333-60134))
- 4.13 Form of Indenture between CSX Transportation, Inc., as Issuer, and The Bank of New York Trust Company, N.A., as Trustee (a)
- 4.14 Form of Trust Preferred Securities Guarantee Agreement to be delivered by CSX (incorporated herein by reference to Exhibit 4.12 to CSX' s Registration Statement on Form S-3 (Registration No. 333-103567))
- 4.15 Certificate of Trust of CSX Capital Trust I (incorporated herein by reference to Exhibit 4.12 to CSX' s Registration Statement on Form S-3 (Registration No. 333- 60134))
- 4.16 Trust Agreement of CSX Capital Trust I, dated as of May 1, 2001 (incorporated herein by reference to Exhibit 4.13 to CSX' s Registration Statement on Form S-3 (Registration No. 333-60134))
- 4.17 Form of Amended and Restated Trust Agreement (incorporated herein by reference to Exhibit 4.15 to CSX' s Registration Statement on Form S-3 (Registration No. 333- 103567))
- 4.18 Form of Trust Preferred Security (included as Exhibit A to the Form of Amended and Restated Trust Agreement filed as Exhibit 4.14)
- 4.19 Form of Agreement as to Expenses and Liabilities (incorporated herein by reference to Exhibit 4.17 to CSX' s Registration Statement on Form S-3 (Registration No. 333- 103567))
- 4.20 Form of Articles of Amendment for Preferred Stock (a)
- 4.21 Form of Senior Debt Security (a)

## Table of Contents

- 4.22 Form of Subordinated Debt Security (included as Exhibit A to the Form of Supplemental Indenture to Subordinated Indenture filed as Exhibit 4.10)
- 4.23 Form of CSX Transportation, Inc. Debt Security (a)
- 4.24 Form of Deposit Agreement including form of Depositary Receipt (a)
- 4.25 Form of Debt Securities Warrant Agreement (a)
- 4.26 Form of Preferred Stock Warrant Agreement (a)
- 4.27 Form of Common Stock Warrant Agreement (a)
- 4.28 \$1,250,000,000 5-Year Revolving Credit Agreement dated May 4, 2006 (incorporated by reference to Exhibit 99.1 to CSX' s Current Report on Form 8-K (File No. 001-08022) filed on May 9, 2006
- 5.1 Opinion of Cravath, Swaine & Moore LLP as to the validity of the securities (b)
- 5.2 Opinion of Richards, Layton & Finger, P.A. as to the validity of the securities (a)
- 12.1 Computation of Ratio of Earnings to Fixed Charges (b)
- 23.1 Consent of Ernst & Young LLP (b)
- 23.2 Consent of Cravath, Swaine & Moore LLP contained in the opinion filed as Exhibit 5.1 hereto (b)
- 23.3 Consent of Richards, Layton & Finger, P.A. contained in the opinion filed as Exhibit 5.2 hereto (a)
- 24.1 Power of Attorney of certain officers and directors (c)
- 25.1 Statement of Eligibility of The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank) as Trustee under the Indenture, dated August 1, 1990, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as amended and supplemented, on Form T-1 (c)
- 25.2 Statement of Eligibility of The Bank of New York Trust Company, N.A. (as successor to Chase Bank USA, National Association, formerly Chase Manhattan Bank USA, National Association) as Trustee under the Trust Agreement of CSX Capital Trust I, dated as of May 1, 2001, on Form T-1 (c)
  - (a) To be filed by amendment or as an exhibit to a Current Report on Form 8-K and incorporated by reference in the registration statement.
  - (b) Filed herewith.
  - (c) Previously filed.

## **Item 17. Undertakings**

Each of the undersigned registrants hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
  - (ii) to reflect in the prospectus any acts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement (notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in

## Table of Contents

the form of prospectus filed with the SEC pursuant to Rule 424(b) under the Securities Act if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement);

- (iii) to include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement;

*provided, however*, that subparagraphs (i) and (ii) do not apply if the information required to be included in a post-effective amendment by those subparagraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15 (d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser:

- (i) if the registrant is relying on Rule 430B;

- (A) each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

- (B) each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

- (ii)

if the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a

## Table of Contents

purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, in a primary offering of securities of the registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) any preliminary prospectus or prospectus of the registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) any free writing prospectus relating to the offering prepared by or on behalf of the registrant or used or referred to by the registrant;
- (iii) the portion of any other free writing prospectus relating to the offering containing material information about the registrant or its securities provided by or on behalf of the registrant; and
- (iv) any other communication that is an offer in the offering made by the registrant to the purchaser.

Each of the undersigned registrants hereby undertakes that, for the purpose of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13 (a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrants, pursuant to the provisions described under Item 15 or otherwise, the registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification by it is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Each of the undersigned registrants hereby undertakes that:

- (1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- (2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

Each of the undersigned registrants hereby undertakes to file an application for the purpose of determining the eligibility of the relevant trustee to act under subsection (a) of section 310 of the Trust Indenture Act ("Act") in accordance with the rules and regulations prescribed by the Commission under section 305(b)2 of the Act.

[Table of Contents](#)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, CSX Corporation certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Jacksonville, State of Florida, as of the 10<sup>th</sup> day of December, 2007.

CSX CORPORATION

By                   /s/ David A. Boor                    
**David A. Boor**  
**Vice President–Tax and Treasurer**

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on the 10<sup>th</sup> day of December, 2007.

<u>Signature</u>	<u>Title</u>
<u>                  /s/ Michael J. Ward*                  </u> <b>Michael J. Ward</b>	Chairman, President, Chief Executive Officer and Director (Principal Executive Officer)
<u>                  /s/ Oscar Munoz*                  </u> <b>Oscar Munoz</b>	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
<u>                  /s/ Carolyn T. Sizemore*                  </u> <b>Carolyn T. Sizemore</b>	Vice President and Controller (Principal Accounting Officer)
<u>                  /s/ Donna M. Alvarado*                  </u> <b>Donna M. Alvarado</b>	Director
<u>                  /s/ Elizabeth E. Bailey*                  </u> <b>Elizabeth E. Bailey</b>	Director
<u>                  /s/ John B. Breaux*                  </u> <b>John B. Breaux</b>	Director
<u>                  /s/ Steven T. Halverson*                  </u> <b>Steven T. Halverson</b>	Director
<u>                  /s/ Edward J. Kelly, III*                  </u> <b>Edward J. Kelly, III</b>	Director



Director

/s/ Robert D. Kunisch\*

---

**Robert D. Kunisch**

Director

/s/ Southwood J. Morcott\*

---

**Southwood J. Morcott**

Director

/s/ David M. Ratcliffe\*

---

**David M. Ratcliffe**

II-7

[Table of Contents](#)

<b>Signature</b>	<b>Title</b>
<hr/> <p>/s/ William C. Richardson*</p> <hr/> <p><b>William C. Richardson</b></p>	Director
<hr/> <p>/s/ Frank S. Royal*</p> <hr/> <p><b>Frank S. Royal</b></p>	Director
<hr/> <p>/s/ Donald J. Shepard*</p> <hr/> <p><b>Donald J. Shepard</b></p>	Director
<p>*By <hr/><p>/s/ Ellen M. Fitzsimmons</p><hr/><p><b>Ellen M. Fitzsimmons</b></p><p><b>Attorney-in-Fact</b></p></p>	

---

[Table of Contents](#)

Pursuant to the requirements of the Securities Act of 1933, CSX Capital Trust I has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Jacksonville, State of Florida, as of the 10<sup>th</sup> day of December, 2007.

CSX CAPITAL TRUST I

By CSX Corporation, as Sponsor

By \_\_\_\_\_ /s/ David A. Boor

**David A. Boor**

**Vice President–Tax and Treasurer**

II-9

[Table of Contents](#)

Pursuant to the requirements of the Securities Act of 1933, CSX Transportation, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Jacksonville, State of Florida, as of the 10<sup>th</sup> day of December, 2007.

CSX TRANSPORTATION, INC.

By           /s/ Carolyn T. Sizemore            
**Carolyn T. Sizemore**  
**Vice President and Controller**

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on the 10<sup>th</sup> day of December, 2007.

<u>Signature</u>	<u>Title</u>
<u>          /s/ Michael J. Ward          </u> <b>Michael J. Ward</b>	Chairman, President, Chief Executive Officer and Director
<u>          /s/ Oscar Munoz          </u> <b>Oscar Munoz</b>	Executive Vice President, Chief Financial Officer and Director
<u>          /s/ Clarence W. Gooden          </u> <b>Clarence W. Gooden</b>	Director
<u>          /s/ Carolyn T. Sizemore          </u> <b>Carolyn T. Sizemore</b>	Vice President and Controller

**EXHIBIT INDEX**

<b>Exhibit No.</b>	<b>Description</b>
1.1	Form of Underwriting Agreement for Debt Securities (incorporated herein by reference to Exhibit 1.1 to CSX' s Registration Statement on Form S-3 (Registration No. 333-113637))
1.2	Form of Underwriting Agreement for the other securities registered hereby (a)
3.1(a)	Amended and Restated Articles of Incorporation of CSX (incorporated herein by reference to Exhibit 3.1 to CSX' s Current Report on Form 8-K (File No. 001- 08022) filed with the SEC on December 14, 2004)
3.1(b)	Amended and Restated Articles of Incorporation of CSX (incorporated herein by reference to Exhibit 3(i) to CSX' s Current Report on Form 8-K (File No. 001- 08022) filed with the SEC on May 9, 2006)
3.1(c)	Amended and Restated Articles of Incorporation of CSX (incorporated herein by reference to Exhibit 3.1 to CSX' s Current Report on Form 8-K (File No. 001- 08022) filed with the SEC on July 18, 2006)
3.1(d)	Amended and Restated Articles of Incorporation of CSX Transportation, Inc. (b)
3.2(a)	Bylaws of CSX, as amended (incorporated herein by reference to Exhibit 3.2 to CSX' s Quarterly Report on Form 10-Q for the fiscal quarter ended June 27, 2003 (File No. 001-8022) filed with the SEC on July 30, 2003)
3.2(b)	Amendment to Bylaws of CSX (incorporated herein by reference to Exhibit 3(ii).1 to CSX' s Quarterly Report on Form 10-Q for the fiscal quarter ended June 25, 2004 (File No. 001-8022) filed with the SEC on July 29, 2004)
3.2(c)	Amendment to Bylaws of CSX (incorporated herein by reference to Exhibit 3.2 to CSX' s Current Report on Form 8-K (File No. 001-08022) filed with the SEC on December 11, 2004)
3.2(d)	Amendment to Bylaws of CSX (incorporated herein by reference to Exhibit 3.2 to CSX' s Current Report on Form 8-K (File No. 001_08022) filed with the SEC on February 13, 2006)
3.2(e)	Amendment to Bylaws of CSX (incorporated herein by reference to Exhibit 3.2 to CSX' s Current Report on Form 8-K (File No. 001_08022) filed with the SEC on August 29, 2006)
3.2(f)	Amendment to Bylaws of CSX (incorporated herein by reference to Exhibit 3.2 to CSX' s Current Report on Form 8-K (File No. 001-08022) filed with the SEC on July 7, 2007)
3.2(g)	Amended and Restated Bylaws of CSX (incorporated herein by reference to Exhibit 3.2 to CSX' s Current Report on Form 8-K (File No. 001-08022) filed with the SEC on September 12, 2007)
3.2(h)	Amended and Restated Bylaws of CSX Transportation, Inc. (b)
4.3	Indenture, dated August 1, 1990, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (incorporated herein by reference to CSX' s Form SE, dated September 7, 1990, filed with the SEC)
4.4	First Supplemental Indenture, dated as of June 15, 1991, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (incorporated herein by reference to Exhibit 4 (c) to CSX' s Form SE, dated May 28, 1992, filed with the SEC)
4.5	Second Supplemental Indenture, dated as of May 6, 1997, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (incorporated herein by reference to Exhibit 4.3 to CSX' s Registration Statement on Form S-4 (Registration No. 333-28523) filed with the SEC on June 5, 1997)

## Table of Contents

<b>Exhibit No.</b>	<b>Description</b>
4.6	Third Supplemental Indenture, dated as of April 22, 1998, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (incorporated herein by reference to Exhibit 4.2 to CSX' s Current Report on Form 8-K (File No. 001-8022) filed with the SEC on May 12, 1998)
4.7	Fourth Supplemental Indenture, dated as of October 30, 2001, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (incorporated herein by reference to Exhibit 4.1 to CSX' s Quarterly Report on Form 10-Q for the fiscal quarter ended September 28, 2001 (File No. 001-8022) filed with the SEC on November 7, 2001)
4.8	Fifth Supplemental Indenture, dated as of October 27, 2003, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (incorporated herein by reference to Exhibit 4.1 to CSX' s Current Report on Form 8-K (File No. 001-8022) filed with the SEC on October 27, 2003)
4.9	Sixth Supplemental Indenture, dated as of September 23, 2004, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (incorporated herein by reference to Exhibit 4.1 to CSX' s Quarterly Report on Form 10-Q for the fiscal quarter ended September 24, 2004 (File No. 001-8022) filed with the SEC on November 3, 2004)
4.10	Seventh Supplemental Indenture, dated as of April 25, 2007, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (incorporated herein by reference to Exhibit 4.4 to CSX' s Current Report on Form 8-K (File No. 001-8022) filed with the SEC on April 25, 2007)
4.11	Form of Subordinated Indenture (incorporated herein by reference to Exhibit 4.9 to CSX' s Registration Statement on Form S-3 (Registration No. 333-60134))
4.12	Form of Supplemental Indenture to Subordinated Indenture (incorporated herein by reference to Exhibit 4.10 to CSX' s Registration Statement on Form S-3 (Registration No. 333-60134))
4.13	Form of Indenture between CSX Transportation, Inc., as Issuer, and The Bank of New York Trust Company, N.A., as Trustee (a)
4.14	Form of Trust Preferred Securities Guarantee Agreement to be delivered by CSX (incorporated herein by reference to Exhibit 4.12 to CSX' s Registration Statement on Form S-3 (Registration No. 333-103567))
4.15	Certificate of Trust of CSX Capital Trust I (incorporated herein by reference to Exhibit 4.12 to CSX' s Registration Statement on Form S-3 (Registration No. 333- 60134))
4.16	Trust Agreement of CSX Capital Trust I, dated as of May 1, 2001 (incorporated herein by reference to Exhibit 4.13 to CSX' s Registration Statement on Form S-3 (Registration No. 333-60134))
4.17	Form of Amended and Restated Trust Agreement (incorporated herein by reference to Exhibit 4.15 to CSX' s Registration Statement on Form S-3 (Registration No. 333- 103567))
4.18	Form of Trust Preferred Security (included as Exhibit A to the Form of Amended and Restated Trust Agreement filed as Exhibit 4.14)
4.19	Form of Agreement as to Expenses and Liabilities (incorporated herein by reference to Exhibit 4.17 to CSX' s Registration Statement on Form S-3 (Registration No. 333- 103567))
4.20	Form of Articles of Amendment for Preferred Stock (a)

## Table of Contents

<b>Exhibit No.</b>	<b>Description</b>
4.21	Form of Senior Debt Security (a)
4.22	Form of Subordinated Debt Security (included as Exhibit A to the Form of Supplemental Indenture to Subordinated Indenture filed as Exhibit 4.10)
4.23	Form of Debt Security of CSX Transportation, Inc. (a)
4.24	Form of Deposit Agreement including form of Depositary Receipt (a)
4.25	Form of Debt Securities Warrant Agreement (a)
4.26	Form of Preferred Stock Warrant Agreement (a)
4.27	Form of Common Stock Warrant Agreement (a)
4.28	\$1,250,000,000 5-Year Revolving Credit Agreement dated May 4, 2006 (incorporated by reference to Exhibit 99.1 to CSX' s Current Report on Form 8-K (File No. 001-08022) filed on May 9, 2006
5.1	Opinion of Cravath, Swaine & Moore LLP as to the validity of the securities (b)
5.2	Opinion of Richards, Layton & Finger, P.A. as to the validity of the securities (a)
12.1	Computation of Ratio of Earnings to Fixed Charges (b)
23.1	Consent of Ernst & Young LLP (b)
23.2	Consent of Cravath, Swaine & Moore LLP contained in the opinion filed as Exhibit 5.1 hereto (b)
23.3	Consent of Richards, Layton & Finger, P.A. contained in the opinion filed as Exhibit 5.2 hereto (a)
24.1	Power of Attorney of certain officers and directors (c)
25.1	Statement of Eligibility of The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank) as Trustee under the Indenture, dated August 1, 1990, between CSX and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as amended and supplemented, on Form T-1 (c)
25.2	Statement of Eligibility of The Bank of New York Trust Company, N.A. (as successor to Chase Bank USA, National Association, formerly Chase Manhattan Bank USA, National Association) as Trustee under the Trust Agreement of CSX Capital Trust I, dated as of May 1, 2001, on Form T-1 (c)
(a)	To be filed by amendment or as an exhibit to a Current Report on Form 8-K and incorporated by reference in the registration statement.
(b)	Filed herewith.
(c)	Previously filed.

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**CSX TRANSPORTATION, INC.**

Article I

NAME

The name of the Corporation (hereinafter referred to as the "Corporation") is "CSX Transportation, Inc."

Article II

PURPOSE

The purposes for which the Corporation is organized are to conduct the business of a railroad anywhere in the United States of America and elsewhere; to engage generally in the business of transportation as a common carrier of passengers, mail, express and all kinds of classifications of freight, petroleum, natural gas, and all other things of every kind and nature, by means of railroad, motor vehicle, ship, airship, pipelines, conveyors, and other means of transportation or facilities of any and all kinds with any and all types of motive power, on, under or above land, water, or air, anywhere in the United States of America and elsewhere. The Corporation shall have all the powers conferred by the laws of Virginia.

Article III

AUTHORIZED STOCK

3.1 Number and Designation. The Corporation shall have authority to issue ten million (10,000,000) shares of Common Stock, par value \$20.00 per share.

3.2 Preemptive Rights. No holder of capital stock of the Corporation of any class shall have any preemptive right to subscribe to or purchase (i) any shares of capital stock of this Corporation, (ii) any securities convertible into such shares or (iii) any options, warrants or rights to purchase such shares or securities convertible into any such shares.

3.3 Voting Rights. The holders of Common Stock shall have unlimited voting rights and are entitled to receive the net assets of the Corporation upon the liquidation, dissolution or winding up of the affairs of the Corporation.



---

Article IV

NUMBER OF DIRECTORS

The number of directors shall be fixed by the By-Laws or, in the absence of a By-law fixing the number, the number shall be three.

Article V

LIMIT ON LIABILITY AND INDEMNIFICATION

5.1 Definitions. For purposes of this Article the following definitions shall apply:

(a) “Corporation” means this Corporation, including The Chesapeake and Ohio Railway Company and any other predecessor entity or other legal entity;

(b) “expenses” include counsel fees, expert witness fees, and costs of investigation, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification;

(c) “liability” means the obligation to pay a judgment, settlement, penalty, fine, or other such obligation, including, without limitation, any excise tax assessed with respect to an employee benefit plan;

(d) “legal entity” means a corporation, partnership, joint venture, trust, employee benefit plan or other enterprise;

(e) “predecessor entity” means a legal entity the existence of which ceased upon its acquisition by the Corporation in a merger or otherwise; and

(f) “proceeding” means any threatened, pending, or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative and whether formal or informal.

5.2 Limit on Liability. In every instance permitted by the Virginia Stock Corporation Act, as it exists on the date hereof or may hereafter be amended, the liability of a director or officer of the Corporation to the Corporation or its shareholders arising out of a single transaction, occurrence or course of conduct shall be limited to one dollar.

5.3 Indemnification of Directors and Officers. The Corporation shall indemnify any individual who is, was or is threatened to be made a party to a proceeding (including a proceeding by or in the right of the Corporation) because such individual is or was a director or officer of the Corporation, or because such individual is or was serving the Corporation or any other legal entity in any capacity at the request of the Corporation, against all liabilities and reasonable expenses incurred in the proceeding except such liabilities and expenses as are incurred because of such individual’s willful misconduct or knowing violation of the criminal law. Service as a director or officer of a legal entity controlled by the Corporation shall be deemed service at the request of the Corporation. The determination that indemnification under this Section 5.3 is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made, in the case of a director, as provided by law, and in the case of an officer, as provided in Section 5.4

of this Article; provided, however, that if a majority of the directors of the Corporation has changed after the date after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. Unless a determination has been made that indemnification is not permissible, the Corporation shall make advances and reimbursements for expenses incurred by a director or officer in a proceeding upon receipt of an undertaking from such director or officer to repay the same if it is ultimately determined that such director or officer is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the director or officer and shall be accepted without reference to such director's or officer's ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that a director or officer acted in such a manner as to make such director or officer ineligible for indemnification. The Corporation is authorized to contract in advance to indemnify and make advances and reimbursements for expenses to any of its directors or officers to the same extent provided in this Section 5.3.

5.4 Indemnification of Others. The Corporation may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements for expenses to its directors and officers pursuant to Section 5.3 of this Article, provide indemnification and make advances and reimbursements for expenses to its employees and agents, the directors, officers, employees and agents of its subsidiaries and predecessor entities, and any person serving any other legal entity in any capacity at the request of the Corporation, and may contract in advance to do so. The determination that indemnification under this Section 5.4 is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the Board of Directors, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law. No person's rights under Section 5.3 of this Article shall be limited by the provisions of this Section 5.4.

5.5 Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Special legal counsel selected to make determinations under this Article may be counsel for the Corporation. Indemnification pursuant to this Article shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Corporation and indemnification under policies of insurance purchased and maintained by the Corporation or others. However, no person shall be entitled to indemnification by the Corporation to the extent such person is indemnified by another, including an insurer. The Corporation is authorized to purchase and maintain insurance against any liability it may have under this Article or to protect any of the persons named above against any liability arising from their service to the Corporation or any other legal entity at the request of the Corporation regardless of the Corporation's power to indemnify against such liability. The provisions of this Article shall not be deemed to preclude the Corporation from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this Article or its application to any person or circumstances is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Article, and to this end the provisions of this Article are severable.

---

5.6 Application: Amendments. The provisions of this Article shall be applicable from and after its adoption even though some or all of the underlying conduct or events relating to a proceeding may have occurred before its adoption. No amendment, modification or repeal of this Article shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification or repeal.

## Article VI

### VOTE TO AMEND OR RESTATE

As to each voting group entitled to vote on an amendment or restatement of these Articles of Incorporation the vote required for approval shall be (i) the vote required by the terms of these Articles of Incorporation, as amended or as restated from time to time, if such terms specifically require the approval of more than a majority of the votes entitled to be cast thereon by such voting group; or (ii) if clause (i) of this Article is not applicable, a majority of the votes entitled to be cast thereon.

**BY-LAWS**

OF

**CSX TRANSPORTATION, INC.**

(As Amended to February 4, 2004)

---

**ARTICLE I.**

Stockholders' Meetings.

SECTION 1. Annual meeting. The annual meeting of stockholders of the Company shall be held on the second Tuesday in March, either within or without the State of Virginia.

SECTION 2. Special Meetings. Special meetings of the stockholders of the Company may be held at such places within or without that State as provided in the notice of the meeting, and may be called by the Chairman or a majority of all of the Directors.

SECTION 3. Actions without meeting. Any action which may be taken at a meeting of the shareholders may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the shareholders who would be entitled to vote at a meeting for such purpose and shall be filed with the Secretary.

**ARTICLE II.**

Board of Directors.

SECTION 1. Number, term and election. The Board of Directors shall be elected at the annual meeting of the stockholders or at any special meeting held in lieu thereof. The number of Directors shall be three. This number may be increased or decreased at any time by amendment of these by-laws, but shall always be a number of not less than three. No person shall be eligible for election as a Director, nor shall any Director be eligible for re-election, if he shall have attained the age of 70 years at the time of such election. Directors shall hold office until removed or until the next annual meeting of the stockholders is held and their successors are elected.

SECTION 2. Quorum. A majority of the Directors shall constitute a quorum. Less than a quorum may adjourn the meeting to a fixed time and place, no further notice of any adjourned meeting being required.

SECTION 3. Removal and vacancies. The stockholders at any meeting, by a vote of the holders of a majority of all the shares of Capital Stock at the time outstanding and having voting power, may remove any Director and fill any vacancy. Vacancies arising among the Directors, including a vacancy resulting from an increase by the Board of Directors in the number of directors, so long as the increase so created is not more than two, may be filled by the remaining Directors, though less than a quorum of the Board, unless sooner filled by the stockholders.

SECTION 4. Meetings and notices. Meetings of the Board may be called to meet at any time and place by the Secretary or an Assistant Secretary by direction of the Chairman of the Board, or a President, or at the request of any three members of the Board. Notice of any meeting may be given orally or by mailing or delivering such notice to each Director at his residence or business address or by telephone or telegraphing it to him. Any such notice shall state the time and place of the meeting. Meetings may be held without notice if all of the Directors are present or those not present waive notice before or after the meeting.

---

Any action which may be taken at a meeting of the Board may be taken without a meeting, if a consent or consents in writing setting forth the action so taken shall be signed by all of the Directors and shall be filed with the Secretary.

Any action required to be taken at a meeting of the Board may be taken by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting. When such meeting is conducted, a written record shall be made of the action taken at such meeting.

### **ARTICLE III.**

#### **Officers.**

At the first meeting of the Board of Directors held after the annual meeting of the stockholders, the Board of Directors shall elect officers of the Company as follows: A Chairman of the Board, a President, one or more Vice-Presidents, a Secretary and a Treasurer.

All officers elected by the Board of Directors shall, unless removed by the Board of Directors as hereinafter set forth, hold office until the first meeting of the Board of Directors after the next annual meeting of the stockholders and until their successors are elected.

The Board of Directors may elect a Vice-Chairman of the Board from among the members thereof.

A President may appoint such additional officers and subordinate officials as he may deem necessary for the efficient conduct of the affairs of the Company.

The powers, duties, and responsibilities of officers, employees, and agents of the Company not prescribed in these by-laws shall be established from time to time by the Board of Directors or by a President.

Any officer shall be subject to removal at any time if elected by the Board of Directors, by the affirmative vote of a majority of all of the members of the Board of Directors, or, if appointed by a President, by that President.

### **ARTICLE IV.**

#### **Chairman of the Board.**

The Chairman of the Board of Directors shall be elected from among the Directors. He shall preside at all meetings of the Board of Directors. He shall, from time to time, secure information concerning all affairs of the Company and shall communicate same to the Board. He shall also, from time to time, communicate to the officers such action of the Board as may in his judgment affect the performance of their official duties.

---

## **ARTICLE V.**

### President.

The President, or if there be more than one, then each of them, shall, subject to the direction and control of the Board of Directors and the Chairman, participate in the supervision of the policies and operations of the Company and shall be the chief administrative officer or officers of the Company. In general, each President shall perform all duties incident to the office of President, and such other duties as from time to time may be prescribed by the Board of Directors or the Chairman. In the absence of the Chairman, a President, as designated by the Chairman or the Board of Directors, shall preside at meetings of stockholders and of the Board of Directors.

## **ARTICLE VI.**

### Secretary.

SECTION 1. The Secretary shall attend all meetings of the stockholders and the Board of Directors and record their proceedings, unless a temporary secretary be appointed. He shall give due notice as required of all meetings of the stockholders and Directors. He shall keep or cause to be kept at a place or places required by law a record of the stockholders of the Company, giving the names and addresses of all stockholders and the number, class, and series of the shares held by each. He shall be custodian of the seal of the Company, and of all records, contracts, leases, and other papers and documents of the Company, unless otherwise directed by the Board of Directors, and shall perform such other duties as may be assigned to him by the Board of Directors or the Chairman of the Board or a President.

SECTION 2. In case of the Secretary' s absence or incapacity, the Chairman shall designate an appropriate officer to perform the duties of the Secretary.

## **ARTICLE VII.**

### Treasurer

SECTION 1. The Treasurer shall receive, keep and disburse all moneys belonging or coming to the Company, shall keep regular, true and full accounts of all receipts and disbursements and make detailed reports of the same to the Board of Directors whenever required. He shall also perform such other duties in connection with the administration of the financial affairs of the Company as the Board of Directors, or a President, shall assign to him.

SECTION 2. In case of the Treasurer' s absence or incapacity, the Chairman shall designate an appropriate officer to perform the duties of the Treasurer.

## **ARTICLE VIII.**

### Compensation.

The Board of Directors or a committee thereof shall fix salaries above a level established from time to time by the Board of Directors and shall determine and fix other compensation for officers and employees of the Company and shall implement, monitor, and review the employee compensation and

---

employee benefit plans of the Company. No member of the Board of Directors or such committee shall vote on any matter involving the amount of his own compensation. The salaries of officers and employees below the level established by the Board of Directors shall be fixed by the President.

**ARTICLE IX.**

Depositaries.

The money of the Company shall be kept in such bank or banks as the Board of Directors shall from time to time direct or approve. All checks and other instruments for the disbursement of funds shall be executed manually or by facsimile by such officers or agents of the Company as may be authorized by the Board of Directors.

**ARTICLE X.**

Seal.

The seal of the Company, of which there may be any number of counterparts, shall be circular in the form and shall bear the words, "CSX Transportation, Inc. 1944".

**ARTICLE XI.**

Fiscal Year.

The fiscal year of the Company shall begin immediately after midnight of the last Friday in December and shall end at midnight on the last Friday of December of each calendar year.

[Letterhead of]

CRAVATH, SWAINE & MOORE LLP

[New York Office]

December 10, 2007

OPINION OF CRAVATH, SWAINE & MOORE LLP

CSX Corporation

CSX Transportation, Inc.

Registration Statement on Form S-3

Dear Sirs:

We have acted as counsel to CSX Corporation, a Virginia corporation (the "Company"), and CSX Transportation, Inc., a Virginia corporation and a wholly owned subsidiary of the Company ("CSXT"), in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") of Post Effective Amendment No. 1 to a Registration Statement on Form S-3 (Registration No. 333-140732) (as so amended, the "Registration Statement") under the Securities Act of 1933 (the "Securities Act") relating to the registration under the Securities Act and the proposed issuance and sale from time to time pursuant to Rule 415 under the Securities Act of (i) senior debt (the "Senior Debt") of the Company to be issued under an Indenture (the "Senior Indenture") among the Company and a trustee (the "Senior Trustee"), (ii) subordinated debt of the Company (the "Subordinated Debt" and, together with the Senior Debt, the "Debt Securities") to be issued under an Indenture (the "Subordinated Indenture") to be entered into among the Company and a trustee (the "Subordinated Trustee"), (iii) debt securities of CSXT (the "CSXT Securities") and related guarantees by the Company (the "Guarantees") to be issued under one or more indentures (each, a "CSXT Indenture"), (iv) trust preferred securities by the issuer thereof (including any related guarantee and agreement as to expenses and liabilities) (the "Trust Preferred Securities"), (v) preferred stock (the "Preferred Stock") of the Company, (vi) common stock, par value \$1.00 per share (the "Common Stock") of the Company, (vii) depositary shares (the "Depositary Shares") and/or (viii) warrants to purchase Debt Securities, Preferred Stock, and/or Common Stock (the "Warrants") of the Company (the Debt Securities, CSXT Securities, Guarantees, Trust Preferred Securities, Preferred Stock, Common Stock, Depositary Shares and Warrants are collectively referred to herein as the "Securities").



In connection with this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such corporate records, certificates of corporate officers and government officials, local counsel opinions and such other documents as we have deemed necessary or appropriate for the purposes of this opinion. As to various questions of fact material to this opinion, we have relied upon representations of officers or directors of the Company and CSXT, as applicable, and documents furnished to us by the Company and CSXT, as applicable, without independent verification of their accuracy. We have also assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as copies.

Based upon and subject to the foregoing, and assuming that: (i) the Registration Statement and any amendments thereto (including post-effective amendments) will have become effective and comply with all applicable laws; (ii) the Registration Statement will be effective and will comply with all applicable laws at the time the Securities are offered or issued as contemplated by the Registration Statement; (iii) a Prospectus Supplement or term sheet will have been prepared and filed with the Commission describing the Securities offered thereby and will comply with all applicable laws; (iv) all Securities will be issued and sold in compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement and the appropriate Prospectus Supplement; (v) a definitive purchase, underwriting, or similar agreement with respect to any Securities offered or issued will have been duly authorized and validly executed and delivered by the Company and CSXT, if applicable, and the other parties thereto; and (vi) any Securities issuable upon conversion, exchange, or exercise of any Security being offered or issued will be duly authorized, created, and, if appropriate, reserved for issuance upon such conversion, exchange, or exercise, we are of opinion that:

(1) with respect to Debt Securities to be issued under either the Senior Indenture or Subordinated Indenture, when (A) the Senior Trustee or Subordinated Trustee, as applicable, is qualified to act as Senior Trustee or Subordinated Trustee, as applicable, under the Senior Indenture or Subordinated Indenture, as applicable, (B) the Senior Trustee or Subordinated Trustee, as applicable, has duly executed and delivered the Subordinated Indenture or Senior Indenture, as applicable, (C) the Senior Indenture or Subordinated Indenture, as applicable, has been duly authorized and validly executed and delivered by the Company to the Senior Trustee or Subordinated Trustee, as applicable, (D) the Senior Indenture or Subordinated Indenture, as applicable, has been duly qualified under the Trust Indenture Act of 1939, as amended, (E) the Board of Directors of the Company or a duly constituted and acting committee thereof (such Board of Directors or committee being hereinafter referred to as the "Board") and any officers of the Company delegated such authority have taken all necessary corporate action to approve the issuance and terms of such Debt Securities, the terms of the offering thereof, and related matters and (F) such Debt Securities have been duly executed, authenticated, issued, and delivered in accordance with the provisions of the Senior Indenture or Subordinated Indenture, as applicable,

and the applicable definitive purchase, underwriting, or similar agreement upon payment of the consideration therefor provided for therein, such Debt Securities will be validly issued and will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms (subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, or other similar laws in effect and subject to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law);

(2) with respect to CSXT Securities to be issued under a CSXT Indenture, when (A) the trustee under the applicable CSXT Indenture (the "CSXT Trustee") is qualified to act as trustee under such CSXT Indenture, (B) the CSXT Trustee has duly executed and delivered the applicable CSXT Indenture, (C) the applicable CSXT Indenture has been duly authorized and validly executed and delivered by CSXT to the CSXT Trustee, (D) the applicable CSXT Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, (E) the Board of Directors of CSXT or a duly constituted and acting committee thereof and any officers of CSXT delegated such authority have taken all necessary corporate action to approve the issuance and terms of such CSXT Securities, the terms of the offering thereof, and related matters and (F) such CSXT Securities have been duly executed, authenticated, issued, and delivered in accordance with the provisions of the applicable CSXT Indenture, and the applicable definitive purchase, underwriting, or similar agreement upon payment of the consideration therefor provided for therein, such CSXT Securities will be validly issued and will constitute valid and binding obligations of CSXT, enforceable against CSXT in accordance with their terms (subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, or other similar laws in effect and subject to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law);

(3) with respect to Guarantees to be issued under a CSXT Indenture, when (A) the CSXT Trustee is qualified to act as trustee under such CSXT Indenture, (B) the CSXT Trustee has duly executed and delivered the applicable CSXT Indenture, (C) the applicable CSXT Indenture has been duly authorized and validly executed and delivered by the Company and CSXT, (D) the applicable CSXT Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, (E) the Board and any officers of the Company delegated such authority have taken all necessary corporate action to approve the issuance and terms of such Guarantees, the terms of the offering thereof, and related matters, and (F) the CSXT Securities supported by the Guarantees have been duly executed, authenticated, issued, and delivered in accordance with the provisions of the applicable CSXT Indenture, and the applicable definitive purchase, underwriting, or similar agreement upon payment of the consideration therefor provided for therein, such Guarantees will be validly issued and will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms (subject to applicable bankruptcy, insolvency,

reorganization, fraudulent conveyance, moratorium, or other similar laws in effect and subject to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law);

(4) with respect to the Trust Preferred Securities, when (A) the Board and any other applicable governing bodies have taken all necessary corporate action to approve the issuance of and the terms of the offering of Trust Preferred Securities and related matters, (B) trust agreement or agreements relating to the Trust Preferred Securities have been duly authorized and delivered by the Company and the trustees, (C) certificates representing the Trust Preferred Securities have been duly executed, countersigned, registered, and delivered in accordance with the appropriate trust agreement or agreements and the applicable definitive purchase, underwriting, or similar agreement approved by the Board or such officers upon payment of the consideration therefor provided for therein, the Trust Preferred Securities will be validly issued;

(5) with respect to shares of Preferred Stock, when both (A) the Board has taken all necessary corporate action to approve the issuance and terms of the shares of Preferred Stock, the terms of the offering thereof, and related matters and (B) certificates representing the shares of Preferred Stock have been duly executed, countersigned, registered, and delivered either (i) in accordance with the applicable definitive purchase, underwriting, or similar agreement approved by the Board or such officers upon payment of the consideration therefor (not less than the par value of the Preferred Stock) provided for therein or (ii) upon conversion or exercise of such Security or the instrument governing such Security providing for such conversion or exercise as approved by the Board, for the consideration approved by the Board (not less than the par value of the Preferred Stock), then the shares of Preferred Stock will be validly issued, fully paid, and nonassessable;

(6) with respect to shares of Common Stock, when both (A) the Board has taken all necessary corporate action to approve the issuance of and the terms of the offering of the shares of Common Stock and related matters and (B) certificates representing the shares of Common Stock have been duly executed, countersigned, registered, and delivered either (i) in accordance with the applicable definitive purchase, underwriting, or similar agreement approved by the Board or such officers upon payment of the consideration therefor (not less than the par value of the Common Stock) provided for therein or (ii) upon conversion or exercise of any other Security, in accordance with the terms of such Security or the instrument governing such Security providing for such conversion or exercise as approved by the Board, for the consideration approved by the Board (not less than the par value of the Common Stock), then the shares of Common Stock will be validly issued, fully paid, and nonassessable;

(7) with respect to the Depositary Shares, when (A) the Board has taken all necessary corporate action to approve the issuance of and the terms of the offering of Depositary Shares and related matters, (B) deposit agreement or

agreements relating to the Depositary Shares have been duly authorized and delivered by the Company and the depositary, (C) certificates representing the Depositary Shares have been duly executed, countersigned, registered, and delivered in accordance with the appropriate deposit agreement or agreements and the applicable definitive purchase, underwriting, or similar agreement approved by the Board or such officers upon payment of the consideration therefor provided for therein, the Depositary Shares will be validly issued; and

(8) with respect to the Warrants, when (A) the Board has taken all necessary corporate action to approve the creation of and the issuance and terms of the Warrants, the terms of the offering thereof, and related matters, (B) warrant agreement or agreements relating to the Warrants have been duly authorized and validly executed and delivered by the Company and the warrant agent appointed by the Company, and the depositary appointed by the Company, (C) the Warrants or certificates representing the Warrants have been duly executed, countersigned, registered, and delivered in accordance with the appropriate warrant agreement or agreements and the applicable definitive purchase, underwriting, or similar agreement approved by the Board or such officers upon payment of the consideration therefor provided for therein, the Warrants will be validly issued.

We are admitted to practice only in the State of New York and express no opinion as to matters governed by any laws other than the laws of the State of New York, the Delaware General Corporation Law, and the Federal laws of the United States of America.

We understand that we may be referred to as counsel who has passed upon the validity of the Debt Securities, CSXT Securities or Guarantees or the issuance of the Trust Preferred Securities, Preferred Stock, Common Stock, Depositary Shares or Warrants on behalf of the Company or CSXT, as applicable, in the Prospectus and in a supplement to the Prospectus forming a part of the Registration Statement on Form S-3 relating to the Securities filed with the Securities and Exchange Commission pursuant to the Securities Act, and we hereby consent to such use of our name in said Registration Statement and to the use of this opinion for filing with said Registration Statement as Exhibit 5.1 thereto.

Very truly yours,

/s/ Cravath, Swaine & Moore LLP

Cravath, Swaine & Moore LLP

Computation of Earnings to Fixed Charges  
 CSX Corporation  
 Ratio of Earnings to Fixed Charges  
 (Millions of Dollars)

	FOR THE FISCAL PERIOD ENDED					
	Sep. 28, 2007	Dec. 29, 2006	Dec. 30, 2005	Dec. 31, 2004	Dec. 26, 2003	Dec. 27, 2002
<b>Earnings:</b>						
Earnings before Income Taxes	\$1,362	\$1,841	\$1,036	\$637	\$ 195	\$652
Interest Expense	302	392	423	435	418	445
Interest Portion of Fixed Rent	30	48	56	46	62	77
Undistributed earnings of unconsolidated subsidiaries	(35 )	(48 )	(56 )	(139 )	(32 )	(38 )
Earnings, as Adjusted	<u>\$1,659</u>	<u>\$2,233</u>	<u>\$1,459</u>	<u>\$979</u>	<u>\$ 643</u>	<u>\$1,136</u>
<b>Fixed Charges:</b>						
Interest Expense	\$302	\$392	\$423	\$435	\$ 418	\$445
Capitalized Interest	4	3	2	3	3	3
Interest Portion of Fixed Rent	30	48	56	46	62	77
Fixed Charges	<u>\$336</u>	<u>\$443</u>	<u>\$481</u>	<u>\$484</u>	<u>\$ 483</u>	<u>\$525</u>
Ratio of Earnings to Fixed Charges	<u>4.9</u> x	<u>5.0</u> x	<u>3.0</u> x	<u>2.0</u> x	<u>1.3</u> x	<u>2.2</u>

Computation of Earnings to Fixed Charges  
 CSX Transportation  
 Ratio of Earnings to Fixed Charges  
 (Millions of Dollars)

	FOR THE FISCAL PERIOD ENDED					
	Sep. 28, 2007	Dec. 29, 2006	Dec. 30, 2005	Dec. 31, 2004	Dec. 26, 2003	Dec. 27, 2002
<b>Earnings:</b>						
Earnings before Income Taxes	\$1,128	\$1,468	\$977	\$ 517	\$ 216	\$ 479
Interest Expense	186	218	166	111	102	113
Interest Portion of Fixed Rent	28	42	47	52	54	54
Undistributed earnings of unconsolidated subsidiaries	<u>(25 )</u>	<u>(37 )</u>	<u>(30 )</u>	<u>(25 )</u>	<u>(20 )</u>	<u>(19 )</u>
Earnings, as Adjusted	<u>\$1,317</u>	<u>\$1,691</u>	<u>\$1,160</u>	<u>\$ 655</u>	<u>\$ 352</u>	<u>\$ 627</u>
<b>Fixed Charges:</b>						
Interest Expense	\$186	\$218	\$166	\$ 111	\$ 102	\$ 113
Capitalized Interest	4	3	2	3	3	3
Interest Portion of Fixed Rent	<u>28</u>	<u>42</u>	<u>47</u>	<u>52</u>	<u>54</u>	<u>54</u>
Fixed Charges	<u>\$218</u>	<u>\$263</u>	<u>\$215</u>	<u>\$ 166</u>	<u>\$ 159</u>	<u>\$ 170</u>
Ratio of Earnings to Fixed Charges	<u>6.0</u> x	<u>6.4</u> x	<u>5.4</u> x	<u>3.9</u> x	<u>2.2</u> x	<u>3.7</u>

## Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-3) and related Prospectus of CSX Corporation (CSX) for the registration of securities and to the incorporation by reference therein of our report dated February 13, 2007 (except for Note 21 for which the date is November 30, 2007), with respect to the consolidated financial statements of CSX, and our report dated February 13, 2007 with respect to CSX management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting of CSX included in its Annual Report (Form 10-K) for the fiscal year ended December 29, 2006, filed with the Securities and Exchange Commission.

We consent to the incorporation by reference in the following Registration Statements:

Registration Statement (Form S-3 ASR No. 333-140732)  
Registration Statement (Form S-3 No. 33-2084)  
Registration Statement (Form S-3 No. 333-113637)  
Registration Statement (Form S-3 ASR No. 333-132051)  
Registration Statement (Form S-8 No. 33-16230)  
Registration Statement (Form S-8 No. 33-25537)  
Registration Statement (Form S-8 No. 33-29136)  
Registration Statement (Form S-8 No. 33-33853)  
Registration Statement (Form S-8 No. 33-33854)  
Registration Statement (Form S-8 No. 33-37449)  
Registration Statement (Form S-8 No. 33-41498)  
Registration Statement (Form S-8 No. 33-41499)  
Registration Statement (Form S-8 No. 33-41735)  
Registration Statement (Form S-8 No. 33-47655)  
Registration Statement (Form S-8 No. 33-57029)  
Registration Statement (Form S-8 No. 333-09213)  
Registration Statement (Form S-8 No. 333-73429)  
Registration Statement (Form S-8 No. 333-32008)  
Registration Statement (Form S-8 No. 333-43382)  
Registration Statement (Form S-8 No. 333-48896)  
Registration Statement (Form S-8 No. 333-66604)  
Registration Statement (Form S-8 No. 333-110589)

of our report dated February 13, 2007 (except for Note 21 for which the date is November 30, 2007) with respect to the consolidated financial statements of CSX Corporation and subsidiaries for the fiscal year ended December 29, 2006 and our report dated February 13, 2007 with respect to CSX Corporation's management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting of CSX Corporation and subsidiaries included in its Current Report on Form 8-K, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Jacksonville, Florida  
December 10, 2007