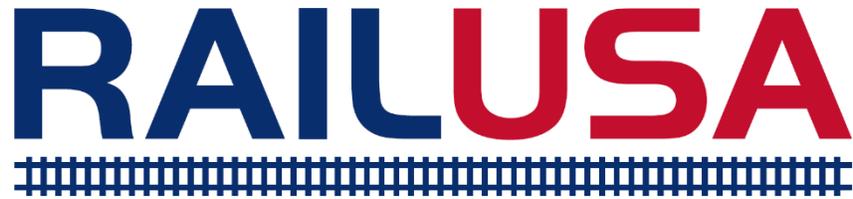


RailUSA, LLC



CONTAINING DEMURRAGE, STORAGE, ACCESSORIAL AND SWITCHING  
CHARGES

FOR GENERAL RULE & CONDITIONS OF CARRIAGE  
SEE LOCAL TARIFF GOVERNING RAILROAD

APPLICABLE ON EXPORT, IMPORT, INTERSTATE, AND INTRASTATE TRAFFIC

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## SUBSCRIBING RAILROADS

GRENADA RAILROAD, LLC (GRYR)

FLORIDA, GULF & ATLANTIC RAILROAD, LLC (FGA)

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## ITEM 1 REFERENCE TO TARRIFS, ITEMS, NOTES, RULES, ETC.

This publication is available on the Internet at RailUSA's home page, under each Railroad, the website can be found by going to [www.railusa.net](http://www.railusa.net). All Customers shipping with a RailUSA railroad should review all the publications posted on the Website before tendering freight to or from any railroad as revisions to the publications will be made from time to time by supplement or reissuing the publications in their entirety.

## ITEM 5 CHANGE IN PROVISIONS

RailUSA reserves the right at any time to change the provisions of this publication; provided, however, any such change shall be effective only with regard to any transportation services provided under the publication for freight tendered after the effective date of the changes. RailUSA will make available on its web site this publication in the latest amended form. Shippers, Consignees, Loaders and Unloaders should review this publication before tendering freight. Revisions to this publication will be made from time to time by reissuing the publication in its entirety.

## ITEM 10 CURRENCY

Charges published herein are stated in United States Dollars.

## ITEM 15 CHARGES HEREIN SUBJECT TO INCREASE

Charges published herein are subject to increase by republication.

## ITEM 20 TRANSPORTATION

Railroad agrees to transport shipments with reasonable dispatch. Railroad does not guarantee rail service within any particular time frame. Bunching and Run Around will not be considered railroad error and no allowance will be made.

## ITEM 25 GLOSSARY OF TERMS

**ACTUAL PLACEMENT:** When a car is placed in an accessible position for loading or unloading, or at a point designated by the shipper or consignee or party loading or unloading the car. Railroad may issue Actual Placement Notices. Failure to receive notification is not a valid claim against payment of invoices for associated fees. Actual Placement is commonly referred to as PACT.

**ASSIGNED CARS:** The assignment of cars to a given shipper at a specific location as defined in Car Service Rule 16 and Car Hire Rule 22 as published in AAR Circular No. OT-10.

**ASSIGNEE:** A shipper who has requested and has been assigned specific cars.

**AVERAGE AGREEMENT:** Party responsible for demurrage or storage charges is provided an offset of car detention debits with credits on a monthly basis.

**BILL OF LADING:** Uniform Bill of Lading as contained in the Uniform Freight Classification UFC 6000Series, subject to modification as may occur from time to time. Commonly referred to as BOL.

**BROKER:** An agent or intermediary negotiating the buying or selling contents of car, other than shipper or consignee.

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**BUNCHING:** The accumulation of cars for loading or unloading shipped on different days. Since RailUSA's railroads do not control the flow of inbound cars from connecting railroads, no allowance will be made in demurrage charges.

**CALENDAR MONTH:** Defined as 12:01 AM from the first day of one calendar month through 12:01 AM of the first day of the following calendar month.

**CALENDAR YEAR:** Defined as 12:01 AM January 1st of one year through 12:01 AM January 1st of the following calendar year.

**CAR HELD AT CUSTOMER REQUEST:** Demurrage and/or Storage charges may apply to railcars held at a customer's request or due to a condition cause by a customer such as cars released but not available to pull, overloaded railcars, holding cars short of interchange and/or destination, empty cars ordered and not used, refused or rejected railcars, or railcars held for diversion or reconsignment.

**CAR ORDER WANT DATE:** The date for which Customer requested car for loading.

**CHARGEABLE DAY:** A twenty-four (24) hours period or fraction thereof for which a charge assessed pursuant to this Tariff can be assessed.

**CHARGEABLE DEBIT:** Chargeable debits are the difference between the debits applied to a car minus any applicable credits.

**CHERRY PICKING:** A Customer-requested release instruction for cars to be pulled by specific initial and number. An alternative to Cherry Picking is to release cars that are in a block and/or most accessible.

**CONSIGNEE:** The party designated on the bill of lading as the entity entitled to receive delivery of the car from the earner.

**CONSIGNOR or SHIPPER:** The party designated on the bill of lading as the entity which has caused the car to be consigned into transportation.

**CONSTRUCTIVE PLACEMENT:** When a car, including order notify and in-bound shipments, cannot be actually placed or delivered because of any condition attributable to the consignee, shipper, loader or unloader, such car will:

- (a) Be held on RailUSA tracks and notice will be sent or given to the party entitled to receive notification that the car is held awaiting disposition instructions;
- (b) have been placed by a RailUSA railroad on private or Industrial tracks, including lead tracks serving the consignee, shipper, loader or unloader, will be considered constructively placed without notice.

**CONSTRUCTIVE PLACEMENT TIME:** The time from constructive placement until a car is actually placed.

**CREDIT:** Offset of a chargeable day. Credits can be earned only on those cars released from demurrage. Demurrage day must occur to earn a credit.

**CUSTOMER:** Shipper, Loader, Unloader, Consignee, Freight Payer or party entitled to receive notification.

**DEBIT:** See description of term for Demurrage Day.

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**DEDICATED RAILWAY LOCOMOTIVE POWER OR DEDICATED CREW:** When a locomotive(s) and crews have been assigned specifically for that unit train service, and that the RailUSA Railroad is providing the locomotive(s) and crew for loading and/or unloading.

**DELAY OF TRAIN:** In the event a railroad train and/or engine and crew are unable to perform a scheduled or unscheduled service, or work is impeded, due to causes attributable to a customer or agent, an hourly charge may be assessed.

**DEMURRAGE:** Demurrage is a charge for detaining a railcar. Railroads charge demurrage as an incentive for Customers to load and unload cars promptly, to prevent congestion in railroad terminals caused by idle cars, and ultimately to improve the utilization. Reduced dwell translates into faster, more reliable cycle times and better service. Demurrage is charged on Railroad controlled equipment while the car is physically on the railroad, whether it is located on Railroad owned or Industry owned property. Demurrage is charged on Shipper-controlled equipment while it is physically on the railroad and located on Railroad owned property. Demurrage time is computed from the first 12:01am after actual or constructive placement, whichever comes first, until the car is released via a loaded waybill or empty release. Demurrage time excludes Saturdays, Sundays, and holidays. Demurrage charges are billed monthly and are net of Free Time.

**DEMURRAGE DAY:** A twenty-four (24) hour period, or fraction thereof, commencing at the first 12:01 AM after day of placement. Railroads subscribing to the RUSA 8100 Tariff allow 24 hours of Free Time.

**DESTINATION:** Billing destination, or if such destination is serviced by a terminal yard, then such terminal yard will be considered as the destination.

**DISPOSITION:** Information, including forwarding instructions and/or release, which allows the railroad to apply or release the car from the shipper's, consignee's, loader's, or unloader's account.

**DIVERSION:** The term "Diversion" can be used interchangeably with "Reconsignment" and means any request for change in the bill of lading or waybill. A diversion in an order from the shipper or consignee to deliver car(s) to other than the original billed destination. If change requires the car to move over track that it has already traveled (back haul), the car may be diverted to the next logical terminal. From there, new shipping instructions (new Bill of Lading) will be required to move the car from its current location to the new destination.

**EMPTY CARS ORDERED AND NOT USED:** Empty cars ordered, placed or constructively placed for loading and not used in transportation service.

**EMPTY RELEASE INFORMATION:** Advice from consignee and/or unloader, given to the RailUSA Customer Service Department electronically via Shipper Connect, or via email to the Customer Service group listed on the RailUSA railroad specific website, or in writing via fax to (XXX) XXX-XXXX that car is unloaded and available for the railroad. Information given must include identity of consignee, and/or unloader, party furnishing the data, car initial, number date and time. Release will be effective on date and time advice is received by the railroad.

**FORWARDING INSTRUCTIONS:** A bill of lading given to authorized personnel of the line haul carrier that contains all of the necessary information which allows for the immediate movement by the railroad. Forwarding instructions will be effective on date and time advice is received by the railroad.

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- Advice received by the railroad to move a car from a loading or storage track to a railroad yard or hold track to be held for "forwarding instructions", whether furnished by the party loading car or another party, or a bill of lading or an order consigning the car to an Agent of a RailUSA railroad which has no beneficial interest in the lading, does not constitute "forwarding instructions" or a release from demurrage or other like charges.
- A bill of lading, or other suitable order, covering car(s) requiring clearance from all carriers in the routing will not constitute "forwarding instructions" until clearance is received from all carriers in the routing.

**FREE TIME:** The time allowed for the unloading or loading of cars that is not chargeable. Free Time will consist of 1 day (24 hours) for both loading for unloading. Free Time is the first 24-hour period of Demurrage, computed from the first 12:01am after actual or constructive placement, whichever comes first. For purposes of computing free time, Saturdays, Sundays, and holidays will be excluded, meaning they are not chargeable.

**HAZARDOUS MATERIALS (OTHER THAN TIH/PIH):** Subject to Tariff BOE 6000 (HAZARDOUS MATERIALS REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION) Hazardous Materials are defined as "Hazardous Wastes" and "Hazardous Substances" as named in Hazardous Materials Regulations of the U.S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof, requiring the use 4-digit identification numbers on shipping documents, placards or panels and identified with Standard Transportation Commodity Codes (STCC) beginning with 48 and 49 or beginning with STCC 28 and 29 and converting to STCC 48 or 49.

**IDLER or BUFFER CAR:** An empty car used to protect overhanging loads or used between cars loaded with extended length material. The use of idler or buffer cars may be subject to a per-car fee, unless otherwise stated.

**IMPROPERLY LOADED RAILCAR:** One that has an improperly secured load, an uneven or unbalanced load, a load that has shifted or a railcar not containing dangerous goods or hazardous materials found to be leaking.

**INDUSTRIAL TRACK:** Designated delivery or receipt track or tracks for the exchange of cars between carrier and industry performing their own switching including switch line acting as Agent for Industry.

**INDUSTRY TIME:** The time from actual placement or placement to team tracks until release and receipt of forwarding instructions, if applicable. The time from interchange receipt of a loaded car or a loaded private car released and held on railroad-controlled tracks until forwarding instructions are received.

**INTRA-PLANT SWITCHING:** A Customer-requested switching movement subsequent to Actual Placement, when loaded or empty, from one track to another track (or between two points on the same track), within the same plant or industry without leaving the tracks of the same plant or industry.

**INTRA-TERMINAL SWITCHING:** A Customer-requested switching movement (other than intra-plant switching) from one track to another track of the same carrier, within the switching limits of one station or industrial switching district.

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**INTER-TERMINAL SWITCHING:** A switching movement (other than intra-plant and intra-terminal switching) between an industrial track or team track on the tracks of a RailUSA railroad and an industrial track or team track on connecting lines on traffic having origin and destination within the switching limits of the same station or industrial switching district. Charges of connecting carriers will be in addition to charges provided herein. Commonly referred to as a Cross Town Switch.

**INTERMEDIATE SWITCHING:** A switching movement by a carrier that neither originates nor terminates the shipment nor receives a line haul on that shipment.

**LATE DELIVERY SHIPPING INSTRUCTIONS:** Shippers must supply accurate and timely Shipping Instructions. If an empty or loaded railcar moves to a RailUSA yard or to interchange without complete Shipping Instructions, a late fee of \$300.00 per railcar may be assessed.

**LEASED TRACK:** A track leased to a user through a written lease agreement and is considered the same as a private track for demurrage or storage purposes.

**LINE-HAUL:** Movement between stations that are not located within the switching limits of the same station. Movement between stations located within the switching limits of the same station will be considered line haul when Customer is not listed as open to reciprocal switching or when movement occurs from or to a leased track.

**LEAKING RAILCARS:** Railcars carrying dangerous goods/hazardous materials or railcars containing residue of dangerous goods/hazardous materials found to be leaking or unsafe to move forward.

**LOADER:** Party physically loading the car.

**LOADING:** The complete or partial loading of a car in conformity with the RailUSA railroad loading and clearance rules, advice that the car is available for movement, and the furnishing of forwarding instructions.

**LOCAL:** Traffic moving between stations located on the same RailUSA Railroad.

**MANUAL RELEASE OR SHIPMENT ENTRY:** If a customer requests RailUSA to input billing information (including any changes, modifications, revisions to submitted billing) or submit an empty railcar release, each car (bill of lading or empty release) is subject to a \$50 charge. RailUSA and its lines reserve the right to reject any unreasonable request for service, any fax or email forwarding instructions that are illegible, whether due to poor transmission quality, illegible handwriting or otherwise.

**NON-COMPLIANT RAILCARS:** Cars carrying dangerous goods/hazardous materials, whether loaded or carrying only residue amounts, that are found not to comply with all applicable safety standards or requirements or to otherwise be improperly prepared for transport or deems unsafe by regulators. • Non-compliance examples: secondary means of closure, such as shipping plugs, loose swing bolts on manways, safety chains and improper marking, other than placards lost in transit from the pickup location.

**NON-REVENUE EMPTY CAR(S):** Empty private cars will be handled without charge if the empty line-haul movement is immediately preceded by a revenue line-haul movement on the same RailUSA line within the previous 180 days; otherwise, the empty movement will be subject to applicable charges.

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**NOTIFICATION:** When required, notification will be furnished either electronically or in writing to all parties entitled to receive notification.

**ORDER IN CUSTOMER:** A Customer who, by prior arrangement, has notified the RailUSA railroad that cars shall not be placed, or considered to be placed, for loading or unloading, until the RailUSA railroad has received an order for placement from said Customer.

**ORDER IN:** In order for a car on constructive placement to be spotted at a Customer's facility, the party entitled to receive the car must order the car for placement.

**OVERLOADED RAILCARS:** A railcar is considered overloaded when it exceeds the railcar weight or track weight limits related to the route that the shipment will take.

**INDUSTRIAL TRACK:** Any track assigned for individual use, including privately owned or leased track.

**PARTIAL UNLOADING:** The partial unloading of a car and the furnishing of forwarding instructions.

**PRIVATE CAR(S):** A car bearing marks other than railroad reporting marks that is not railroad controlled.

**PRIVATE TRACK:** Any track not owned or leased by a railroad.

**RAILCAR DAMAGES:** Upon inspection, if a railroad-supplied car requires repairs due to damage attributable from loading or unloading, other than usual wear and tear.

**RAILROAD CONTROLLED CAR:** Any car other than a private car.

**RAILROAD PROPERTY:** No one outside of approved employees and contractors, including Customers, is allowed to enter, perform any switching, or otherwise access or operate on any tracks owned by RailUSA and its subsidiaries. If anyone accesses Railroad Property, they assume all risk of loss and indemnifies RailUSA and its subsidiaries against all damage, cost, liability, judgement, and expense, including attorney's fees, in connections with any personal injury or death of any persons or loss of/damage to any property, whether employees or property of either Customer, RailUSA or it's subsidiaries, or third persons, sustained, incurred, arising, or growing out of operations by Customer or its Agents upon Railroad Property.

**RECIPROCAL SWITCHING:** An arrangement between carriers serving the same station or switching district where the carrier physically serving the industry performs switching service for loading or unloading on behalf of the line haul carrier on shipments having an immediately preceding or following line-haul movement via that carrier. RailUSA railroad will provide reciprocal switching only to or from that railroad's Customers specifically listed in the reciprocal switch supplement posted on RailUSA's webpage. Shipments to or from RailUSA Customers in these supplements will move in either line-haul service, or under a handling carrier agreement.

**RECREWING:** When customer actions result in the Railroad having to recrew a Unit Train.

**REFUSED LOADED CAR:** An original loaded car refused at destination without being unloaded.

**RELEASE:** The notification received from shipper, loader, consignee, or unloader that loading or unloading of a car has been completed and car is available for movement and forwarding instructions have been received, if applicable. Date and time that the RailUSA railroad receives forwarding

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instructions and advice that a car is available for movement and from non-credit Customers, upon payment of any charge due. Cars placed on industrial interchange tracks of an industry doing its own switching, including those tracks of an industrial switch line acting as Agent of industry, will be removed from track and considered received and held for disposition as provided in this Tariff. Cars found to be improperly loaded at origin will not be considered released until the load has been properly adjusted and clearance has been obtained. When a car is unloaded and then reloaded, empty release information must be furnished. If not furnished, demurrage will be continuous until forwarding instructions are received. Loaded or empty or private cars released and pulled from private tracks, which must first be held on railroad track awaiting forwarding instructions, are subject to demurrage/storage provisions and charges as provided in this Tariff.

**NOTE:** Demurrage charges will continue to accrue to the Origin Industry even when cars are released to a third-party, until the time the billing is received from the third-party.

**RUN AROUND:** Car(s) placed at customer designated track(s) ahead of previous arrivals held by the railroad on railroad owned tracks.

**SETBACK – RAILROAD:** Cars moved onto tracks of a RailUSA company/railroad by a connecting carrier in error or for purposes other than interchange to or from RR may be subject to Setback charges.

**SHIPPER CONNECT:** Web based interface that allows Customers to manage their inventory while online as well as release of empty railcars. Contact RMI Administrator with questions at (800) 285-6545 or email RailConnect.support@ge.com.

**SHIPPER or CONSIGNOR:** The party designated on the bill of lading as the entity which has caused the car to be consigned into transportation.

**SHIPPING INSTRUCTIONS:** A uniform straight bill of lading or electronic data interchange packet in a form acceptable to Railroad.

**SIDETRACK:** Privately owned tracks that connect to Customer facilities. Most customers facilities are accessed via Sidetracks. In the absence of a private sidetrack agreement or track lease, the following terms and conditions governs the use of the Sidetracks.

**ACCESS RIGHT:** When a Customer orders or accepts a shipment, they are representing that they own or have the right to grant RailUSA and its subsidiaries access to the Sidetrack(s) and property leading to and withing the Customer facility. This allows RailUSA and its subsidiaries to proceed unimpeded over Sidetracks.

- The Railroad will use the Sidetrack(s) to deliver any railcar directed to the Customer's facility by a valid Shipping Instruction

**MAINTENANCE:** Customers must, at their own expense, inspect, maintain, and renew Sidetracks consistent with normal operations, and in accordance with:

- The Federal Railroad Administration's Track Safety Standards (49 C.F.R. Part 213)
- Railroad Worker Safety Regulations (29 C.F.R. Part 214)

RailUSA can perform the required inspections and minor tracks repairs, for a fee, upon request.

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In addition, Customers must keep Sidetracks free from debris, weeds, potholes, excavations, ice, snow, temporary or permanent structures and poles, and any other obstructions (i.e. parked vehicles).

**SPECIAL PLACEMENT REQUEST:** Any handling and/or placement instructions requested of RailUSA that are outside of or beyond normal placement requirements. Examples: weighing in transit, uncoupling cars to accommodate spot specific placement, etc.)

**SPOT ON ARRIVAL:** The RailUSA railroad, without notification, will place cars for loading or unloading immediately upon their availability for placement.

**SPOT ON ARRIVAL CUSTOMER:** A Customer who has not requested to be an Order In Customer will be considered a Spot On Arrival Customer (see Spot on Arrival). If constructive placement of a car is necessary, the car will not be placed for loading or unloading until the RailUSA railroad has received an order for placement from the Spot on Arrival Customer.

**STOPPED IN TRANSIT:** When cars are held in route because of any condition attributable to the shipper, consignee, or owner.

**STORAGE:** A fee imposed RailUSA, or one of its companies, for the occupation of company tracks (owned or railroad-controlled), and/or property.

**TENDER:** The offer of goods for transportation, or the offer to place cars for loading or unloading.

**TIH/PIH:** Toxic Inhalation Hazards (TIH) and Poison Inhalation Hazards (PIH), as defined in AAR Circular No. OT-55. The terms TIH and PIH are synonymous as they apply to this Tariff.

**TIME:** Local time of the station located on the RailUSA railroad is applicable, expressed on the basis of the twenty-four (24) hour clock, commencing at 12:01 AM.

**UNIT TRAIN:** A physically consecutive and connected set of at least 60 cars tendered for movement together, unless otherwise stated in your contract.

**UNLOADER:** Party physically unloading the car.

**UNLOADING:** The complete or partial unloading of a car and notice from the consignee the car is available for movement and the furnishing of forwarding instructions when required.

**UNSAFE TO MOVE FORWARD:** Overloaded or improperly loaded cars that may cause an accident or a derailment.

**WEIGHING:** RailUSA will provide weighing services when acceptable freight weights are not provided by the Customer. Once weighed, the gross, tare, and net weights used for billing purposes will be provided to parties named on the Shipping Instructions.

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### ITEM 50 QUICK LIST OF ACCESSORIAL CHARGES

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

CHARGE ITEM	RATE	UOM
Cars Interchanged in Error	\$500.00	per car
Cherry Picking – Non-hazardous Materials	\$450.00	per car
Cherry Picking – Hazardous Materials	\$550.00	per car
Delay of Train	\$300.00	per hour
Demurrage Charges	\$150.00	per car per day
Diversion	\$500.00	per car
Empty Cars Ordered and Not Used	\$500.00	per car
Freight Refused or Returned	\$1,000.00	per car
Holding of Unit Trains	\$100,000.00	per Unit Train
Idler or Buffer Car	\$1,000.00	per idler or buffer car
Improperly Loaded Car	\$2,000.00	per car
Late Delivery of Shipping Instructions	\$300.00	per car
Non-Revenue Empty Car	\$550.00	minimum per car, or applicable freight rate
Manual Release or Shipment Entry	\$50.00	per car and/or BOL
Overloaded Cars - Hazardous or Load Reduction Required	\$2,000.00	per car
Overloaded Cars - Non-hazardous or Load Reduction Not Required	\$2,000.00	per car
Railcar Damages caused from Loading/Unloading (in addition to actual repair costs)	\$1,000.00	per car
Railcars Non-Compliant with Dangerous Goods/Hazardous Materials	\$1,000.00	per car
Recrewing	\$2,400.00	per occurrence
Release/Leaking of Hazardous Material	\$15,000.00	per car
Release/Leaking of Non-hazardous Material	\$2,000.00	per car
Monthly Sidetrack Inspection	\$150.00	per month, per industry location
Setback - Railroad	\$300.00	per car
Special Freight Train Service	\$2,000.00	minimum for first 4 hours, \$375 each additional hour
Special Placement Request	\$25.00	Per car
Special Switching Service	\$2,000.00	minimum for first 4 hours, \$375 each additional hour
Strike Interference Demurrage	\$50.00	per day
Switching: intra-plant, intra-terminal, and inter-terminal, Non-hazardous Materials	\$450.00	per car
Switching: intra-plant, intra-terminal, and inter-terminal, Hazardous Materials	\$500.00	per car

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CHARGE ITEM	RATE	UOM
<b>Unsafe to Move Forward</b>	\$3,000.00	per car
<b>Weighing, Private Scale</b>	\$200.00	per car, a switch fee may also apply
<b>Weighing, Railroad Scale</b>	\$500.00	per car, a switch fee may also apply