GENERAL TERMS OF TRANSPORTATION 5000 *(Edition 2023)*

COVERING SWITCHING, DEMURRAGE/PRIVATE CAR STORAGE, OPTIONAL SERVICES AND OTHER TRANSPORTATION RULES AND TERMS OF SERVICE

For the following Subscribing Carrier(s):

RAILROAD(S)	
Rogue Valley Terminal Railroad Corporation	**RVT**

This publication is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular rates and provisions contained herein.

ISSUED DATE: December 1, 2022 **EFFECTIVE DATE: January 1, 2023**

ISSUED BY:

CCT Rail System Corporation
Acting as Agent for Subscribing Carriers
Attn: Freight Rail Traffic Agency Services
2095 Avenue F
White City, OR 97503-3210
FRTAgencyServices@CCTRailSystem.com
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GENERAL TERMS OF TRANSPORTATION 5000 *(Edition 2023)*

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GENERAL TERMS OF TRANSPORTATION 5000 *(Edition 2023)*

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SUMMARY INDEX OF CHANGES

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GENERAL RULES

ITEM 1000: INTRODUCTION

Thank you for choosing to ship via freight rail service provided by the Subscribing Carriers owned and/or operated by the CCT Rail System Corporation. We strive to provide you with excellent, efficient, reliable, safe transportation services at reasonable rates. This publication *("GTOT Publication")* describes the rules and application of rates and services for services shown in the Subscribing Carrier's Local Rates & Services 8000 Publication *("LRS Publication")*.

Questions or concerns relating to the application of specific rates or service rules contained in either publication should be addressed in writing to:

CCT Rail System Corporation *(or Subscribing Carrier)*
Attn: Freight Rail Traffic Agency Services
2095 Avenue F
White City OR 97503-3210
FRTAgencyServices@CCTRailSystem.com

Inquires regarding special rates or services for high-volume shipments or shipments requiring special handling should be directed to the Subscribing Carrier's Marketing Office contact as shown in the LRS Publication.

ITEM 1010: CANCELLATION NOTICE

General Terms of Transportation 5000 *(Edition 2023)* cancels , replaces and supersedes General Terms of Transportation 5000 *(Edition 2022)* and all Supplements in their entirety effective January 1, 2023.

Provisions formerly shown in General Terms of Transportation 5000 *(Edition 2021)* not brought forward into General Terms of Transportation 5000 *(Edition 2023)* are hereby cancelled. General Terms of Transportation 5000 *(Edition 2023)* provides for increases, changes and no changes from previously existing provisions. Please consult the Summary Index of Changes on Page 3 of this Publication for specific details.

ITEM 1020: GOVERNING PUBLICATIONS

This GTOT Publication is governed, except as otherwise provided herein, by the following tariff publication series including all supplements, revisions or reissues thereof to the extent shown:

1) AAR Bureau of Explosives (BOE) 6000

2) AAR Official Railway Equipment Register (RER) 6410

3) RAILINC Official Railway Station List (OPSL) 6000

- For additions or changes in Name, Location or Abandonment of Stations
- Prepay Requirements
- Restrictions as to acceptance or delivery of freight
- Changes in station facilities
- When a station is abandoned, all provisions applicable thereto are cancelled, effective on the date of abandonment.

4) RAILINC Surface Transportation Commodity Codes (STCC) 6001

5) RAILINC Uniform Freight Classification (UFC) 6000

6) STB National Service Orders (NSO) 6100

The LRS Publication is governed by the terms and conditions shown in this GTOT Publication, with specific rates and charges displayed with Item Numbers corresponding to the Item Number found in this GTOT Publication.

ITEM 1030: METHOD OF REVISION

The GTOT Publication will be amended, as necessary, upon a 20-day or greater advanced notice by reprinting and distribution of the page(s) containing the affected item(s), and showing a revised Issued Date and Effective Date on the front page of the amended issue. A revised item cancels any previously revised or original item in effect which bear the same item number.

This GTOT Publication may be supplemented, as necessary, upon a 20-day or greater advanced notice by publication and distribution of the page(s) containing all new item(s), and showing a revised Issued Date and Effective Date on the front page of the supplemental issue.

ITEM 1100: DEFINITIONS & ABBREVIATIONS

ABANDONED CAR(S)—Loaded Car(s) deemed by the Subscribing Carrier to have been abandoned as a result of the circumstances specified in GTOT Publication Item 1800.

ACTUAL PLACEMENT—When a car is placed in an accessible position for loading or unloading or at a point previously designated by the Customer.

AVERAGE MONTHLY TRAFFIC—The average number of carloads shipped or received by a Customer or Freight Bill Party on or via the Subscribing Carrier during the prior 3 calendar months proceeding the current date. For Customers or Freight Bill Parties without traffic in any of the preceding 3 calendar months, this figure will be solely determined by the Subscribing Carrier's General Manager or their designated representative.

BUFFER CAR—Loaded cars placed between the locomotive(s) and a Customer's car, as required by federal regulations. Buffer cars must meet all of the following requirements:

1) Must be a boxcar, covered hopper, gondola or tank car.
2) Must have a high-strength coupler (Grade E).
3) Exterior length of buffer car must be between 45 feet and 75 feet as registered in UMLER.
4) Must be loaded or partially loaded with a non-hazardous inter material(s) that does not shift in transit.
5) Gross weight must exceed 45 tons.
6) When buffer car(s) are required, the Customer is responsible for providing buffer cars that are in good mechanical condition. If a buffer car fails any required inspection, Subscribing Carrier reserves the right to refuse to provide transportation for the buffer car and/or the shipment requiring a buffer car.

BILLED PARTY—Any party receiving a bill from Subscribing Carrier containing charges issued under this GTOT Publication and/or the LRS Publication.

BILLING OFFICE—The contact of the Subscribing Carrier designated as "Billing Office" in LRS Publication Item 1500. The primary purpose of this contact is to handle and coordinate all correspondence and matters related to accounting, billing, payment and collection on behalf of the Subscribing Carrier.

CARE-OF PARTY—The party entitled to receive rail shipments on behalf of the Consignee at the final rail destination.

CLEARANCE OFFICE—The contact of the Subscribing Carrier designated as "Clearance Office" in LRS Publication Item 1500. The primary purpose of this contact is to handle and coordinate all correspondence and matters related to Hi-Wide Dimensional Shipments on behalf of the Subscribing Carrier.

COMPANY MATERIALS—Shipments of commodities purchased by, ordered by, requested by or for the exclusive use and benefit of the Subscribing Carrier.

CONFIDENTIAL TERMS OF TRANSPORTATION DOCUMENT—A confidential document unilaterally offered by the Subscribing Carrier to a Customer or Freight Bill Party, for switching services, transportation services, demurrage charges, private car storage services or any other optional service provided under this GTOT Publication and/or the LRS Publication at specific rates and/or terms that take precedence over one or more rates or provisions of this GTOT Publication and/or the LRS Publication.

ITEM 1100: DEFINITIONS & ABBREVIATIONS *(continued)*

CONNECTING RAIL CARRIER—Rail carrier that physically connects to Subscribing Carrier, or that provides Linehaul Service to or from Subscribing Carrier directly or via an intermediate handling carrier or intermediate switch carrier.

CONSIGNEE—The party to who a shipment is consigned, or the party entitled to receive the shipment.

CONSIGNOR—The party in whose name a car is ordered, or the party furnishing Shipment Instructions.

CONSTRUCTIVE PLACEMENT—When a car consigned or order to a Private Track or Lease Track cannot be placed in Actual Placement due, in whole or part, to Customer-Attributable Conditions. Such car will be held at the nearest available hold point as determined by the Subscribing Carrier and notice shall be sent or given to the Customer that such car is being held awaiting Actual Placement. Constructive Placement will take effect upon the sending of such notice, unless such Constructive Placement is on a Private Track or Lease Track owned, controlled or used by the Customer, at which time the physical placement of such car on such track shall govern without respect to the time notification was made.

CONTRACT STORAGE—Holding of cars by Subscribing Carrier on Railroad Tracks arranged with Subscribing Carrier in advance, where such cars are not previously or subsequently originating, terminating or being partially loaded or unloaded at a Customer located on the Subscribing Carrier's line(s).

CONTRACT STORAGE CUSTOMER—The business, entity or person offering railcars to the Subscribing Carrier for Contract Storage.

CUSTOMER—The Consignor, Consignee, Pick-Up Party or Care-Of Party that ships or receives cars at stations located on or served by the Subscribing Carrier. For purposes of applying this GTOT Publication, Customer includes any business, entity or person receiving cars from the Subscribing Carrier for loading or unloading as provided more specifically in 49 CFR **§** 1333. Customer is responsible for the guarantee and payment of all demurrage, detention, switching, storage and other optional service charges assessed in this GTOT Publication, except for charges where another party is specified by a provision in this GTOT Publication.

CUSTOMER-ATTRIBUTABLE CONDITION—Any condition caused by, controlled by or attributable to, in whole or part, the Customer or employees, agents, contractors or suppliers of the Customer, excluding the Subscribing Carrier.

CUSTOMER SERVICE OFFICE—The contact of the Subscribing Carrier designated as "Customer Service Office" in LRS Publication Item 1500.

DEMURRAGE—Fee imposed by Subscribing Carrier for the extended usage of Railroad-Controlled Cars and/or Railroad Track assets.

DIVERSION—An order or instructions provided by any party to a Transportation Instructions to route a car(s) to other than the original Customer that may trigger a potential change in the freight rate and/or availability of the shipment.

DUE DATE—The date shown on the face of an invoice when payment in full must be received by the Subscribing Carrier.

ITEM 1100: DEFINITIONS & ABBREVIATIONS *(continued)*

EMPTY CAR—Car other than Loaded Car.

EMPTY CAR RELEASE NOTIFICATION— Written or electronic notification or instructions to Subscribing Carrier from Customer that an Empty Car or Residue Car has completed Unloading and is available to pull at anytime subsequent to said notification.

FLAGGER(S)—The person(s) designated by the Subscribing Carrier to provide Flagging Protection services to Permit Holders.

FLAGGING PROTECTION—Service performed by the Subscribing Carrier to protect the safety of Permit Holders, their employees, contractors and subcontractors from damage or injury caused by passing rail traffic or other routine railway operations.

FORCE MAJURE EVENT— Any condition proximately caused by an Act of God, authority of law, fire, explosion, insurrection, labor dispute, terrorism (threatened or actual), war, weather impediments or other like causes of extreme conditions beyond one's reasonable control.

FREE TIME— The period of time following the earlier of Actual Placement or Constructive Placement during which Demurrage or Private Car Storage charges are not chargeable. Free time is calculated from the first 00:01 Hours following Actual Placement or first Constructive Placement.

FREIGHT BILL PARTY (PARTIES)—The business, entity or person responsible for the guarantee and payment of rail freight transportation charges as designated on the Transportation Instructions provided to the Subscribing Carrier.

FREIGHT CLAIMS OFFICE—The contact of the Subscribing Carrier designated as "Freight Claims Office" in LRS Publication Item 1500. The primary purpose of this contact is to handle and coordinate all correspondence and matters related to freight damage claims on behalf of the Subscribing Carrier.

GROSS RAIL LOAD—The combined tare *(empty)* weight of a car and the weight of lading and dunnage.

GTOT PUBLICATION—The current edition of the CCT Rail System's General Terms of Transportation publication *(this booklet)*, including all supplements, re-issues and revisions that are in effect.

HAZARDOUS MATERIALS—A commodity in the STCC 49-series that is designated as "hazardous materials" by the U.S. Department of Transportation under the Hazardous Materials Transportation Act (49 USC **§**1801, et seq) and the PHMSA Hazardous Materials Regulations (49 CFR **§§**170-179) issued thereunder, as amended from time to time, excluding commodities designated as TIH/PIH.

HAZARDOUS MATERIALS CAR—A Loaded Car containing a commodity designated as Hazardous Materials, or a Residue Car last containing a commodity designated as Hazardous Materials.

ITEM 1100: DEFINITIONS & ABBREVIATIONS *(continued)*

HAZARDOUS SHIPMENT LOSS— Any loss, injury or damage which arises out of transloading, Loading, Unloading, transportation, treatment, storage, disposal or other disposition of Hazardous Materials, Hazardous Waste or TIH/PIH Shipments, including but not limited to:

1) Loss or damage to property or equipment, including without limitation property and equipment of the Customer and Subscribing Carrier
2) Loss or damage to natural resources
3) Injury or death of any person, including without limitation employees or contractors of the Customer and the Subscribing Carrier
4) Claims, lawsuits, liabilities, damages, fines, penalties, containment costs, cleanup costs, remediation costs, response actions, removal actions, remedial actions and health assessments
5) Legal counsel, private investigation and expert witness fees

HAZARDOUS WASTE—A commodity in the STCC 48-series that is designated as "hazardous materials" by the U.S. Department of Transportation under the Hazardous Materials Transportation Act (49 USC §1801, et seq) and the PHMSA Hazardous Materials Regulations (49 CFR §§170-179) issued thereunder, as amended from time to time, excluding commodities designated as TIH/PIH.

HAZARDOUS WASTE CAR—A Loaded Car containing a commodity designated as Hazardous Waste, or a Residue Car last containing a commodity designated as Hazardous Waste.

HI-WIDE DIMENSIONAL CAR(S)—Specialized cars used primarily for the transport of Hi-Wide Dimensional Shipments.

HI-WIDE DIMENSIONAL SHIPMENTS—Railcars exceeding 286,000 lbs. Gross Rail Load, and/or exceeding AAR Plate F dimensions *(excluding double-stack intermodal cars).*

HOLIDAY(S)—Specific calendar day(s) designated in LRS Publication Item 1400 on which the Subscribing Carrier normally does not operate or is closed for business.

IDLER CAR—An additional flat car or gondola car used in the transportation of a long article or shipment which extends beyond the limits of the car carrying the shipment.

INVOICE DATE—The calendar day shown on the face of an invoice, as the day the invoice is effectively rendered.

INVOICE DUE DATE—The date when an invoice is due and payable, as shown on the face of an invoice.

INDUSTRY TRACK—Any Lease Track, Public Delivery Track or Private Track.

INDUSTRY TRACK ACCESS FEE—The fee charged by the Subscribing Carrier for the maintenance and operation of an Industry Track Switch Connection serving a low-volume Customer.

ITEM 1100: DEFINITIONS & ABBREVIATIONS *(continued)*

INDUSTRY TRACK AGREEMENT—A binding contract between a Customer and Subscribing Carrier regarding the use, maintenance, operation, costs and liabilities associated with providing rail service to and over Industry Track(s).

INDUSTRY TRACK SWITCH CONNECTION—The switch that connects an Industry Track to a Railroad Track that provides the Subscribing Carrier physical access to a Customer's facility.

INTERLINE SWITCH—Interline switching movement for Loading, Unloading or Contract Storage, immediately preceding or following a Linehaul movement over another railroad, between the Customer's Industry Track and the designated point of interchange with the Connecting Rail Carrier, or between the designated point of interchange with the Connecting Rail Carrier and location of Constructive Placement or Contract Storage.

INTERMODAL CAR(S)—Specialized cars used primarily for the transport of truck trailers or multimodal containers.

LEASE TRACK—Track owned by Subscribing Carrier that is assigned to a Customer through a written agreement.

LINEHAUL—Movement of freight by a rail carrier over part or all of its line in revenue service, excluding switching movements, pick-up, delivery or interchange pursuant to a rail freight transportation rate or charge.

LINEHAUL CARRIER— Rail carrier engaged in providing linehaul service.

LINEHAUL FREIGHT CHARGE—Transportation charges associated with Linehaul Service on a specified route or route segment, as billed by a common carrier railroad participating in the transportation transaction.

LINEHAUL SERVICE—Linehaul movement(s).

LIQUIDATION NOTICE—The written and/or electronic notification to an affected Party *(or affected Parties, s may be applicable)* that the Subscribing Carrier has deemed the lading in an Abandoned Car(s) as Unclaimed Freight and that the Subscribing Carrier intends to assert title to and sell the Unclaimed Freight if the specified issue(s) are not remedied by the Party (or Parties) receiving said notice prior to the Remedial Action Final Deadline.

LOADED CAR—Car that is completely or partially loaded.

LOADING—Complete or partial loading of a car(s) in conformity with loading and clearance rules and the furnishing of Transportation Instructions.

LRS PUBLICATION—Subscribing Carrier's Local Rates & Services 8000 Publication (current edition in effect) including all supplements or re-issues currently in effect.

MARKETING OFFICE—The contact of the Subscribing Carrier designated as "Marketing Office" in LRS Publication Item 1500. The primary purpose of this contact is to handle and coordinate all correspondence and matters related to new business development, Customer site selection and service/rate quotations on behalf of the Subscribing Carrier.

NON-CHARGEABLE DAY—Calendar day not included in the Subscribing Carrier's Normal Business Hours.

ITEM 1100: DEFINITIONS & ABBREVIATIONS *(continued)*

NORMAL BUSINESS HOURS—Normal days and hours of operation as specified in LRS Publication Item 1300 excluding Holidays.

ORDER DATE—Date that the Customer originally requests empty car(s) to be provided for loading.

ORDER-IN CUSTOMER—Customer with a closed-gate facility (i.e. customer-controlled gates or doors on Customer's Industry Track (s)) or that has made prior arrangements with Subscribing Carrier that cars shall not be placed in Actual Placement until Subscribing Carrier has received written instructions for placement from said Customer subject to the rules and provisions contained herein.

ORDER-IN INSTRUCTIONS—Written or electronic notification from Customer providing disposition instructions to facilitate Actual Placement of car(s) by the Subscribing Carrier.

PASSENGER CAR—Car configured for the movement of people.

PERMIT APPLICANT—The party or parties submitting a Right-of-Way Entry Application.

PERMIT HOLDER—The party or parties to whom a Right-of-Way Entry Permit is issued.

PICK-UP PARTY—The party Loading a car, if different than the Consignor.

PLANT SWITCH—Switching movement from one track to another within the confines of a single Customer facility, or from one location to another location on the same track within the confines of a single Customer facility. This service includes movements to temporarily move and respot cars that have not been released in order to facilitate Subscribing Carrier's access to pick up other cars that have been released that are physically obstructed by said non-released car(s).

PRIOR PARTY—The prior Shipper, Consignee or Care-Of Party where subject car was spotted in Actual Placement or industrial interchange by any rail carrier immediately preceding receipt of such car by Subscribing Carrier.

PRIVATE CAR(S)—Car(s) bearing other than railroad reporting marks that is not controlled by a railroad or the TTX Company.

PRIVATE CAR STORAGE—Fee imposed by Subscribing Carrier for the extended use of Railroad Track assets by Private Car(s).

PRIVATE RATE AGREEMENT—A confidential contract mutually agreed upon, executed by and in force between the Subscribing Carrier and a Customer, Connecting Rail Carrier and/or Car Owner, for switching services, transportation services, demurrage charges, private car storage services or any other optional service provided under this GTOT Publication or by Subscribing Carrier at specific rates and/or terms that take precedence over one or more rates or provisions of this GTOT Publication.

PRIVATE TRACK(S)—Tracks that are not owned, leased or controlled by the Subscribing Carrier or a connecting rail carrier.

PUBLIC DELIVERY TRACK(S)—Railroad Track that is open to the general public for Loading or Unloading cars.

RAILROAD-CONTROLLED CAR(S)—Car(s) bearing railroad or TTX Company reporting marks and/or owned or controlled by any railroad or the TTX Company.

ITEM 1100: DEFINITIONS & ABBREVIATIONS *(continued)*

RAILROAD PREMISES—All real property and right-of-way easements owned, leased or controlled by the Subscribing Carrier, including all Railroad Tracks, Lease Tracks and Public Delivery Tracks.

RAILROAD TRACK(S)—Tracks owned by the Subscribing Carrier.

RECONSIGNMENT—An order or instructions provided by any party to Transportation Instructions to route a car(s) to other than the original Customer prior to Actual Placement of said car(s) at the original Customer.

REFUSED EMPTY CAR— Empty car that is refused at destination without loading by Customer.

REFUSED LOADED CAR— Loaded Car that is refused at destination without unloading by Customer.

RELEASE—Date and time that the Subscribing Carrier receives written or electronic notification that a car is empty and available to be pulled from Customer's facility, or that Transportation Instructions are received for Loaded Car(s), subject to the rules and provisions of this GTOT Publication.

RELEASE NOTIFICATION— Written or electronic notification or instructions to Subscribing Carrier from Customer that a car has completed Unloading and is available to pull at anytime subsequent to said notification, or Transportation Instructions for a Loaded Car.

RELOADING—Car that is subsequently loaded by a Customer immediately after it is unloaded by the same Customer.

REMEDIAL ACTION FINAL DEADLINE—The last date that a Party to a Liquidation Notice can remedy the issue(s) causing the lading to be declared as Unclaimed Freight in order to prevent liquidation of the Unclaimed Freight by the Subscribing Carrier.

RESHIPMENT—New document by which an entire shipment is forwarded in the same car(s) to another destination subsequent to Actual Placement at the original destination.

RESIDUE CAR—Empty car last containing Hazardous Materials or Hazardous Waste, except where Customer has completely cleaned and purged the interior of the car of all trace contaminants, hazardous materials or hazardous waste in accordance with all applicable federal regulations.

RIGHT-OF-WAY ENTRY APPLICATION—Form completed by a potential Permit Holder used to request a Right-of-Way Entry Permit from the Subscribing Carrier.

RIGHT-OF-WAY ENTRY PERMIT—Legal document issued by Subscribing Carrier authorizing limited access rights and privileges to Railroad Premises to be conferred to the designated Permit Holder.

ROW PROPERTY OFFICE—The contact of the Subscribing Carrier designated as "ROW Property Office" in LRS Publication Item 1500. The primary purpose of this contact is to handle and coordinate all correspondence and matters related to right-of-way entry, real estate and property on behalf of the Subscribing Carrier.

ITEM 1100: DEFINITIONS & ABBREVIATIONS *(continued)*

SECURITY DEPOSIT—A refundable sum of money, in U.S. funds, deposited with the Subscribing Carrier by a Customer or Freight Bill Party to guarantee required payment of services performed by Subscribing Carrier pursuant to this GTOT Publication, Confidential Terms of Transportation Document or Private Rate Agreement.

SERVING YARD—Classification and/or storage yard where the local train serving the Customer originates or switches en route to Customer, or in the case of Constructive Placement any Railroad Track(s) *(excluding Lease Tracks and Public Delivery Tracks)* located in the same Switching District as the Customer.

SHIPMENT—Any commodity tendered to Subscribing Carrier via railcar.

SHOP FACILITY—Railcar repair facility approved or recognized by the Association of American Railroads.

SPOT-ON-ARRIVAL CUSTOMER—Customers other than Order-In Customers. Car(s) will be actually placed upon arrival without written notification subject to available capacity on Customer's Industry Track. Once capacity has been reached, car(s) arriving subsequently will be held in Constructive Placement until written or electronic placement order is received.

STATION—Any location designated in the RAILINC OPSL 6000-series Tariff.

STCC—The Surface Transportation Commodity Code applicable to a shipment at the time the shipment is tendered to the Origin Carrier.

STOP OFF—Spotting of a car at a station en route to complete loading or partial unloading.

STOPPED IN TRANSIT—Car(s) held en route due to any condition attributable to the Consignor, Consignee, Freight Bill Party or Customer.

SUBSCRIBING CARRIER—Any common-carrier railroad that is party to this GTOT Publication, as indicated on Page 1 of this GTOT Publication

SUBSCRIBING CARRIER IDEMNITEES—CCT Rail System Corporation, Subscribing Carrier and all owners, officers, directors, employees, agents and representatives of both CCT Rail System Corporation and Subscribing Carrier.

SWITCHING DISTRICT—All stations, tracks and Customers served by a particular Subscribing Carrier.

ITEM 1100: DEFINITIONS & ABBREVIATIONS *(continued)*

TENDER—Notification of Actual Placement or Constructive Placement of a car.

TENDER NOTIFICATION—When required written notification will be furnished to the parties entitled to receive such notice that car(s) is (are) available for loading, unloading or otherwise impacted by demurrage or private car storage charges or provisions.

TERMINAL SWITCH—Switching movement from one Industry Track to another Industry Track within the same Station of the same Subscribing Carrier, excluding Plant Switch movements.

TIH/PIH—Commodities of rail security sensitive materials from one or more categories and quantities of Hazardous Materials set forth in 49 CFR **§** 1580.100(b), including:

(1) A car containing more than 2,268 kg (5,000 lbs.) of a Division 1.1, 1.2 or 1.3 (explosive) material, as defined in 49 CFR **§** 173.50;

(2) A tank car containing a material poisonous by inhalation as defined in 49 CFR **§** 171.8, including anhydrous ammonia, Division 2.3 gases poisonous by inhalation as set forth in 49 CFR **§** 173.115(c), and Division 6.1 liquids meeting the defining criteria in 49 CFR **§** 173.132(a)(1)(iii) and assigned to hazard zone A or hazard zone B in accordance with 49 CFR **§** 173.133(a), excluding residue quantities of these materials; and

(3) A car containing a highway route-controlled quantity of a Class 7 (radioactive) materials, as defined in 49 CFR **§** 173.403.

TIH/PIH CAR—A Loaded Car containing a commodity designated as TIH/PIH, or a Residue Car last containing a commodity designated as TIH/PIH.

TIME—Local time applicable to the Subscribing Carrier at the designated station, as expressed using a 24-hour clock (e.g. 12:01 AM local time is expressed as “00:01 Hours”).

TON—2,000 pounds, avoirdupois weight.

TRANSPORTATION INSTRUCTIONS—Detailed data and instructions conforming with the Uniform Bill of Lading format provided at the point of loading that contain all of the necessary information to transport the shipment to its final destination.

UNCLAIMED FREIGHT—Lading contained in Abandoned Car(s) that the Subscribing Carrier has declared in writing to be unclaimed in accordance with the procedures specified in GTOT Publication Item 1800.

UNIT TRAIN—Single train or single block of 26 or more consecutively-coupled cars containing a single commodity that moves intact from origin to final destination, excluding the addition or removal of locomotive(s), caboose(s) or removal of defective car(s) en route.

UNLOADING—Complete or final unloading of a Loaded Car and the subsequent furnishing of a Release Notification.

GENERAL RULES

ITEM 1200: RATE PUBLICATION

Prices are subject to increase, change or expiration upon 20 days' advanced notice. Any change to the prices will be shown in supplements to or re-issue of the LRS Publication.

ITEM 1210: CURRENCY

Prices are stated and payable in U.S. funds unless otherwise specifically noted.

ITEM 1220: PRIVATE RATE AGREEMENTS / CONFIDENTIAL TERMS OF TRANSPORTATION DOCUMENTS

Private Rate Agreements and Confidential Terms of Transportation Documents take precedence over prices published herein or in the LRS Publication.

ITEM 1230: CONFLICT OF RULES

The rules in this document will take precedence over rules contained in other public price publications when shipments move under the prices contained in the LRS Publication.

ITEM 1240: PRICE TERMS & CONDITIONS

Subscribing Carrier agrees to provide switching and rail freight transportation services at the rates and subject to the conditions contained herein, in conjunction with the corresponding rates shown in the LRS Publication, except where explicitly stated otherwise herein.

ITEM 1250: FUEL SURCHARGE

Reserved for future use.

ITEM 1260: ABSORPTION OF CONNECTING CARRIER SWITCH CHARGES

Except as otherwise specifically provided in this GTOT Publication, a Private Rate Agreement or a Confidential Terms of Transportation Document , the Subscribing Carrier shall not absorb any switching charges of a Connecting Rail Carrier. All such unabsorbed switch charges will be passed through at cost.

PAYMENT RESPONSIBILITY: Freight Bill Party *(all cars except for Storage Cars)* or Storage Customer *(Storage Cars only)*.

ITEM 1270: UNSAFE CONDITION(S) AT CUSTOMER FACILITY

Where safe railway operations on Customer's Industry Track(s) are not possible due to any of the following conditions, Subscribing Carrier may suspend train service and/or other rail services to/from Customer's Industry Track(s) with or without advance notice until the unsafe condition(s) are rectified to the satisfaction of the Subscribing Carrier:

- Failure of Customer to maintain Customer's Industry Track to Subscribing Carrier's standards or FRA track safety standards regulations *(49 CFR §213).*
- Repeated failure of vehicles or other motorized equipment to yield to rail traffic while Subscribing Carrier is providing services at Customer's facility.
- Failure of Customer to maintain a clear obstacle-free right-of-way along track(s) owned or used by Subscribing Carrier within Customer's facility, including prompt removal of snow or ice buildup on and around aforementioned tracks.
- Extreme weather conditions.
- Labor strike or other work action at Customer's facility.
- Any condition or practice likely to cause permanent disability, loss of life or body part(s).
- Any condition or practice likely to cause extensive loss of or damage to Subscribing Carrier's or Customer's buildings, structures, equipment or materials.

Cars consigned to or ordered by the Customer that are received by the Subscribing Carrier during such service suspension will be held by Subscribing Carrier, and applicable demurrage or private car storage charges will continue to accrue according to the provisions of this GTOT Publication until such cars are Released. Subscribing Carrier reserves the right, at Subscribing Carrier's sole discretion, to issue a formal embargo notice through the AAR (Railinc) for service suspensions that are due to unsafe conditions that the Subscribing Carrier has reason to believe will last in excess of 7 calendar days.

ITEM 1280: ABSORPTION OF CONNECTING CARRIER ACCESSORIAL CHARGES

Except as otherwise specifically provided in this GTOT Publication or a Private Rate Agreement to which the Subscribing Carrier is a signatory party, the Subscribing Carrier shall not absorb any accessorial charges of a Connecting Rail Carrier, when such charges are caused by services performed at the request of the Customer or any party to the waybill, or due to the service requirements dictated by a Customer. All such accessorial charges will be passed through at cost.

PAYMENT RESPONSIBILITY: Customer *(all cars except for Storage Cars, except where charge is due to a condition caused by or attributable to the Shipper [i.e. overload, improperly loaded, leaking lading, etc.])*, Shipper *(for charges due to a condition caused by or attributable to the Shipper [i.e. overload, improperly loaded, leaking lading, etc.])* or Storage Customer *(Storage Cars only)*.

ITEM 1300: NORMAL BUSINESS HOURS

The Subscribing Carrier will normally provide services and conduct business on the designated days between the designated hours shown in LRS Publication Item 1300 excluding Holidays. These hours do not guarantee any specific service frequency or timeframe to respond to a request for services provided under this GTOT Publication.

ITEM 1400: HOLIDAYS OBSERVED

The Subscribing Carrier will normally not operate or conduct business on the federal or other public holiday dates specified in LRS Publication Item 1400.

ITEM 1500: DESIGNATED CONTACTS

References made in this GTOT Publication or the LRS Publication to the following specific departments within the Subscribing Carrier's organization shall be those contacts specified in LRS Publication Item 1500:

- Billing Office
- Clearance Office
- Customer Service Office
- Freight Claims Office
- Marketing Office
- ROW Property Office
- Tariff Inquiries

ITEM 1600: PRIVATE TRACK TERMS OF SERVICE

All Customer Private Tracks constructed after or connected to the Subscribing Carrier's Railroad Tracks after January 1, 2018 must complete and submit an Industry Track Connection Application to the Subscribing Carrier's ROW Property Office and execute an Industry Track Agreement with the Subscribing Carrier serving the Customer prior to connecting the Private Track(s) to the Railroad Tracks of the Subscribing Carrier and prior to the provision of any transportation or switching service by the Subscribing Carrier to the Customer's Private Track(s).

The following terms apply to Customers using Private Tracks constructed prior to January 1, 2018, except where an Industry Track Agreement is in effect between the Customer and the Subscribing Carrier serving the Customer's facility:

1) Subscribing Carrier agrees to operate the Customer's Private Track(s), and to provide freight rail transportation and switching services to the Customer over the said Private Track(s) under applicable tariffs published by the Subscribing Carrier or Private Rate Agreements entered into by the Subscribing Carrier.
2) Subscribing Carrier is not obligated to operate over the Private Track(s) when the safe and/or efficient operation of the Subscribing Carrier's rail services is or may be hindered by the failure of the Customer to maintain said Private Track(s) to standards required by the Subscribing Carrier and/or any government agency, or to comply with any other requirement of this Item, as determined exclusively by the Subscribing Carrier.
3) Subscribing Carrier is not obligated to operate over the Private Track(s) when the safe and/or efficient operation of the Subscribing Carrier's rail services is or may be hindered by Force Majure Events.
4) Subscribing Carrier has the right to use the Private Track(s) for the Subscribing Carrier's own purposes including normal switching operations, set out of defective in improperly loaded railcars, temporary storage of railcars, locomotives, vehicles or on-track maintenance-of-way equipment, provided that such uses do not substantially interfere with rail service being provided to the Customer.
5) If the Customer fails to ship and/or receive a total of at least 12 carloads during the preceding calendar year, the Subscribing Carrier shall bill the Customer for an Industry Track Access Fee at the rate prescribed in LRS Publication Item 5500. Failure of the Customer to pay the Industry Track Access Fee by the Invoice Due Date will result in the suspension of all future rail services to the Customer's Private Track(s) until all past-due Industry Track Access Fees with applicable late payment charges are paid in full to the Subscribing Carrier's Billing Office. In the event that any Industry Track Access Fee invoices become past due by more than six (6) months, the Subscribing Carrier reserves the exclusive right to physically remove any component(s) or all of the Industry Track Switch Connection(s) without any advanced notice to the Customer, and/or permanently discontinue rail services to the Customer.
6) Subscribing Carrier shall maintain the Industrial Track Switch Connection to all applicable governmental standards and regulations at the sole cost of the Subscribing Carrier.
7) Subscribing Carrier shall periodically inspect the Customer's Private Track(s) free of charge to the Customer at no less frequency than the intervals prescribed by applicable government regulations. Subscribing Carrier shall promptly notify the Customer of any deficiencies noted from any inspection, and recommend or require specific repairs to be completed by the Customer.

ITEM 1600: PRIVATE TRACK TERMS OF SERVICE *(continued)*

8) Customer shall maintain the Private Track(s) and the right-of-way under and surrounding the Customer's Private Track(s) in a safe condition, including but not limited to:

    a) the removal of snow, ice or debris

    b) the elimination or removal of any tripping or slipping hazards

    c) the installation and maintenance of proper drainage and grading to permit safe rail operations to be conducted over the Private Track(s).

9) Customer shall maintain their Private Track(s) to all applicable requirements imposed by government regulations applicable to Class 1 track *(see 49 CFR **§** 213)* and/or Subscribing Carrier track safety standards, including the repair, reconstruction and/or replacement of rail, ties, ballast or any other track components or materials as needed.

10) Customer shall not construct, maintain, place or allow the construction or placement of any building, structure, beam, pipe, hose, fence, wire, utility line or appurtenance, object, vehicle or equipment any closer than:

    a) Nine (9) feet (horizontally) from the centerline of the Private Track(s) on tangent (straight) track segments.

    b) A distance equal to nine (9) feet plus one-and one-half (1.5) inches (horizontally) for each degree of curvature, from the centerline of the Private Track(s) on any curved track segment.

    c) Twenty-three (23) feet (vertically) above the top of the rail.

    d) These clearance requirements do not apply to movable structures, pipes, hoses, equipment or other objects such as dock plates, loading/unloading spouts, cables, doors and gates that are removed from the minimum clearance area (described above in 10(a) through (c) of this Item) when not in use or when the Subscribing Carrier is conducting any rail operations over the affected segment of Private Track.

    e) These clearance requirements do not apply to buildings, structures, beams, pipes, hoses, fences, wires, utility lines or appurtenances or other objects constructed or placed prior to January 1, 2018, provided that such grandfathered structures, fences, utility lines or appurtenances or other objects continue to meet all government regulations regarding minimum clearances from active railroad track.

11) Customer shall not move railcar(s) on or between any Private Track(s) unless prior written authorization is received from the Subscribing Carrier's Customer Service Office.

12) Customer shall not allow or permit any fire hazards on the Customer's property that endangers or may endanger the Private Track(s) or the safe and/or efficient rail operations over the Private Track(s) by the Subscribing Carrier. Customer shall not store or place any flammable material and shall control all vegetation located within ten (10) feet of the centerline of any Private Track(s), adjacent Railroad Track(s) or within ten (10) feet of Railroad Premises.

13) Customer shall not enter or allow employees, contractors, agents or visitors of the Customer to enter upon any Railroad Premises without obtaining a Right-of-Way Entry Permit from the Subscribing Carrier.

14) Customer shall comply with all applicable government regulations, AAR circulars/manuals/bulletins, and is solely responsible for the cost of all applicable permit(s) required by law in connection to the Private Track(s) and rail operations and service provided over the Private Track(s) by the Subscribing Carrier.

ITEM 1600: PRIVATE TRACK TERMS OF SERVICE *(continued)*

15) In the event that the Customer fails to fully comply with all applicable requirements of this Item, or any applicable government regulation or law, or fails to take corrective action in a satisfactory period of time when deficiencies are noted, the Subscribing Carrier may take immediate corrective action on behalf of the Customer to restore compliance when such action is required, in the sole judgement of the Subscribing Carrier, to avoid the obstruction or endangerment of other rail operations of the Subscribing Carrier on Railroad Tracks or upon Railroad Premises, or poses any imminent danger or hazard to the public or personnel of the Subscribing Carrier.

16) Subscribing Carrier shall indemnify, defend and hold harmless the Customer from all lawsuits, claims, demands and other liabilities ("Loss" in this Item) against or incurred by the Customer arising from the negligent acts or omissions of the Subscribing Carrier.

17) Customer shall indemnify, defend and hold harmless the Subscribing Carrier from all Loss against or incurred by the Subscribing Carrier arising from any of the following events or occurrences:

    a) negligent acts or omissions of the Customer.

    b) impairment of minimum clearances prescribed by Paragraphs 10(a) through (d) of this Item, whether such impairment is caused by the Customer or a third-party regardless of any negligence that may have been attributable to the Subscribing Carrier.

    c) Damage to cargo, commodities or materials stored in railcars on the Private Track resulting from any act or event beyond the reasonable control of the Subscribing Carrier, including but not limited to Force Majure Events.

    d) Damage to cargo, commodities or materials stored on the Customer's property within ten (10) feet of the centerline of any Private Track, Railroad Track or Railroad Premises.

18) Subscribing Carrier and Customer shall pay for their proportionate share of all Loss resulting from the joint or concurring negligence of both the Customer and the Subscribing Carrier, or the sole negligence of a third-party that is not employed by, contracted by, acting as an agent for or providing goods or services for compensation to either the Subscribing Carrier or the Customer, with the exception of Loss related to Paragraphs 11(b) through (d) in this Item.

19) Customer expressly assumes all potential liability for any and all claims or actions brought against the Customer by the Customer's own employees under any applicable worker compensation program, law, regulation or statute in any instance where the Customer is required to indemnify the Subscribing Carrier under this Item.

20) Customer shall purchase and maintain the following minimum insurance coverages, and shall provide or arrange to be provided to the Subscribing Carrier's ROW Property Office, certificates of insurance evidencing the required minimum coverages with the Subscribing Carrier named as an additional insured using ISO Additional Insured Endorsements CG 20 26 and CA 20 48 (or substitute forms providing equivalent coverage):

    a) Worker's Compensation Insurance meeting the minimum coverage limits required by applicable state law.

    b) Commercial General Liability Insurance (ISO Form CG 00 01 12 04 or substitute form providing equivalent coverage) with limits of $2,000,000 per occurrence and $5,000,000 aggregate with a Contractual Liability—Railroads endorsement (ISO Form CG 24 17 10 01 or substitute form providing equivalent coverage) shown on the certificate of insurance.

ITEM 1600: PRIVATE TRACK TERMS OF SERVICE *(continued)*

21) All insurance coverages required by Paragraph 20 of this Item must be written by a reputable insurance company that is either acceptable to the Subscribing Carrier (contact the Subscribing Carrier's ROW Property Office to verify acceptability) or maintains a current Best's Insurance Guide Rating of A– and Class VI or better, and is authorized and licensed to do business in the state where the Private Track(s) is (are) physically located.

22) Customer shall promptly notify the Subscribing Carrier's ROW Property Office when any required insurance coverage reaches or nears reaching the point of exhaustion (defined as more than 2/3rds of the aggregate limits have been utilized). Exhaustion of Customer's insurance coverage(s) does not relieve, release or diminish the liability of the Customer under this Item. Damages or Loss recoverable by the Subscribing Carrier from Customer or a third-party will not be limited by the amount of required or available insurance coverage.

ITEM 1700: PUBLIC DELIVERY TRACK TERMS OF SERVICE

All shipments tendered on or after January 1, 2018 to a Customer using a Public Delivery Track located on the lines of a Subsciribing Carrier will be subject to the following terms and conditions unless a valid written agreement has been executed by both Customer and Subscribing Carrier.

1) Prior to Actual Placement of the first car(s) consigned to a Public Delivery Track, Customer must:

   A) Register their billing contact(s) and shipping contact(s) with the Subscribing Carrier's Marketing Office and Customer Service Office. Customer is solely responsible for updating these contacts on file with the Subscribing Carrier as conditions warrant. Failure of the Customer to keep their billing and/or shipping contact(s) on file with the Subscribing Carrier up-to-date, will not relieve the Customer of any responsibility for accruing and paying all applicable charges due to the Subscribing Carrier.

   B) Purchase and maintain the following minimum insurance coverages at Customer's sole expense, and shall provide or arrange to be provided to the Subscribing Carrier's ROW Property Office, certificates of insurance evidencing the required minimum coverages:

      i) Worker's Compensation Insurance meeting or exceeding the minimum coverage limits required by applicable state law.

      ii) Commercial General Liability Insurance (ISO Form CG 00 01 12 04 or substitute form providing equivalent coverage) with limits of $2,000,000 per occurrence and $5,000,000 aggregate with a Contractual Liability—Railroads Endorsement (ISO Form CG 24 17 10 01 or substitute form providing equivalent coverage) showing "[Insert Subscribing Carrier's Name] Property" as the Designated Job Site on the certificate of insurance.

      iii) Business Automobile Insurance (ISO Form CA 00 01 10 01 or substitute form providing equivalent coverage) with limits of of $2,000,000 per accident including owned, hired and non-owned vehicles and containing the following endorsements:

         a) Coverage for Certain Operations in Connection with Railroads (ISO Form CA 20 70 10 01 or substitute form providing equivalent coverage) showing "[Insert Subscribing Carrier's Name] Property" as the Designated Job Site.

         b) Motor Carrier Act Endorsement: Hazardous Materials Cleanup (MSC-90) if required by law.

      iv) Railroad Protective Liability Insurance (ISO Occurrence Form CG 00 35 12 04 or substitute form providing equivalent coverage) on behalf of the Subscribing Carrier as the named insured, with a limits of $2,000,000 per occurrence and $6,000,000 aggregate.

   All insurance coverages required by this Provision must be written by a reputable insurance company that is either acceptable to the Subscribing Carrier (contact the Subscribing Carrier's ROW Property Office to verify accepotability) or maintains a current Best's Insurance Guide Rating of A1 and Class IV or better, and is authorized and licensed to do business in the state where the Public Delivery Track(s) are physically located. The Subscribing Carrier must be named as an additional insured using ISO Additional Insured Endorsements CG 20 26 and CA 20 48 (or substitute forms providing equivalent coverage) on all required coverages. A waiver of all rights of subrogation of damages by the Insured, its employees, officers, agents and insurers against the Subscribing Carrier Indemnitees must be shown on all certificates of insurance for required coverages.

ITEM 1700: PUBLIC DELIVERY TRACK TERMS OF SERVICE *(continued)*

2) Register their billing contact(s) and shipping contact(s) with the Subscribing Carrier's Marketing Office and upon completion of Provision 1 of this Item, and upon maintenance of required insurance coverages, Customer has non-exclusive use of Subscribing Carrier's Public Delivery Track(s) for Loading or Unloading railcars. Railcars must not be stored by Customer on a Public Delivery Track. Customers needing railcar storage beyond 2 business days should contact the Subscribing Carrier's Marketing Office to make arrangements.

3) Subscribing Carrier is not obligated to operate over the Public Delivery Track(s) when the safe and/or efficient operation of the Subscribing Carrier's rail services is or may be hindered by Force Majure Events.

4) Subscribing Carrier has the right to use the Public Delivery Track(s) for Subscribing Carrier's own purposes including but not limited to normal switching operations, set out defective or improperly loaded railcars, temporary storage of railcars, locomotives, vehicles or on-track maintenance-of-way equipment, provided that such uses do not substantially interfere with rail service being provided to the Customer.

5) Subscribing Carrier shall inspect and maintain the Public Delivery Track(s) to all governmental standards and regulations applicable to the classification of track as determined by the Subscribing Carrier, at the sole cost of the Subscribing Carrier.

6) Customer shall not construct, erect, maintain, place or allow any building, fixed structure, beam, fence, utility line or other fixed appurtenance on Railroad Premises without the advanced written consent of the Subscribing Carrier's ROW Property Office. All such buildings, fixed structures, beams, fences, utility lines, or other fixed appurtenances that may be permitted by the Subscribing Carrier in addition to all temporary pipes, hoses, wires, objects, vehicles or equipment that may be located on Railroad Premises, must not be placed any closer than:

   A) Nine (9) feet (horizontally) from the centerline of any track on tangent (straight) track segments.

   B) A distance equal to nine (9) feet plus one-and one-half (1.5) inches (horizontally) for each degree of curvature, from the centerline of any track on curved track segments.

   C) Twenty-three (23) feet (vertically) above the top of the rail.

   D) These clearance requirements do not apply to movable structures, pipes, hoses, equipment or other objects such as dock plates, loading/unloading spouts, cables, doors and gates that are removed from the minimum clearance area (described in Provisions 6(A) through 6(C) of this Item) when not in use or when the Subscribing Carrier is conducting any rail operations over the affected segment of Public Delivery Track.

7) Customer shall not move any railcar(s) upon or between Public Delivery Tracks or other Railroad Tracks unless prior written authorization is received from the Subscribing Carrier's Customer Service Office.

8) Customer shall not allow or permit any fire hazards on the Customer's property that endangers or may endanger any tracks or safe and/or efficient rail operations over any tracks by the Subscribing Carrier. Customer shall not store or place any flammable material within ten (10) feet of the centerline of any tracks or within ten (10) feet of Railroad Premises, except for materials contained in a motor vehicle for transfer to or from a railcar on a Public Delivery Track as permitted by Provision 9 of this Item.

9) Customer shall not Load or Unload any hazardous materials on a Public Delivery Track without the prior written consent of the Subscribing Carrier's ROW Property Office.

ITEM 1700: PUBLIC DELIVERY TRACK TERMS OF SERVICE *(continued)*

10) When other railcar(s) belonging to other Customers are physically located on the same Public Delivery Track between the Customer's railcar(s) and the end of the Public Delivery Track:

    A) Customer shall not leave any hoses, spouts, cables, dock plates or other movable loading/unloading appurtenances or equipment attached to any railcar on a Public Delivery Track when no employee or agent of the Customer is physically present on the adjacent Railroad Premises.

    B) Customer shall not leave any Blue Flag signs attached to any railcar or on display near the Public Delivery Track when no employee or agent of the Customer is physically present on the adjacent Railroad Premises.

    C) Customer shall promptly remove all hoses, spouts, cables, dock plates or other movable loading/unloading appurtenances or equipment attached to any of the Customer's railcar(s) located on a Public Delivery Track and all applicable Blue Flag signs upon request by any employee or agent of the Subscribing Carrier. Failure of the Customer to promptly remove such hoses, spouts, cables, dock plates or other movable loading/unloading appurtenances or equipment, or Blue Flag signs will cause the Customer to be billed an Unable to Pull or Unable to Place service charge as applicable based on the number or railcar(s) whose movement on the Public Delivery Track is obstructed by the Customer.

11) Customer shall display a proper Blue Flag sign as specified by federal regulations on or near the end of their railcar(s) while Loading or Unloading. All Blue Flag signs shall be removed when no employee or agent of the Customer is physically present on the adjacent Railroad Premises, unless prior permission is obtained from the Subscribing Carrier's Customer Service Office on a daily basis. Contact the Subscribing Carrier's Customer Service Office for more information or to arrange training on the proper use and display of Blue Flag signs.

12) Customer shall comply with all applicable government regulations, AAR circulars/manuals/bulletins, and is solely responsible for the cost of all applicable permit(s) required by law in connection to their use of the Public Delivery Track(s).

13) Subscribing Carrier makes no warranty as to the security of Railroad Premises or Public Delivery Track(s) or their fitness for any particular use, unless such warranty is provided in writing by the Subscribing Carrier's ROW Property Office or other designated officer of the Subscribing Carrier.

14) Customer shall indemnify and hold harmless the Subscribing Carrier Indemnitees for any and all claims, lawsuits, judgements, fines related to all accidents, injuries to employees, contractors, agents, or members of the public, damages to equipment, appurtenances, railcars, vehicles, property and/or lading occurring in connection with the Customer's use of Subscribing Carrier's Public Delivery Track(s) or use or occupation of Railroad Premises, except where the proximate cause of such accident is due primarily to an action of gross negligence of the Subscribing Carrier or its officers, employees, contractors or agents.

15) Customer shall be liable to the Subscribing Carrier Indemnitees for all costs related to the damage done to railcars, locomotives, on-track equipment, other miscellaneous railroad equipment or tools owned, leased or controlled by the Subscribing Carrier, and Railroad Premises, or any personal injuries caused to employees, agents or contractors of the Subscribing Carrier, in connection with the Customer's use of the Public Delivery Track(s) and/or Railroad Premises.

ITEM 1800: UNCLAIMED & ABANDONED FREIGHT

Loaded Cars remaining on Railroad Tracks under any of the following circumstances, will be considered Abandoned Car(s), with the lading contained therein considered as Unclaimed Freight subject to the procedures of this Item:

1) Loaded Car(s) in Actual Placement on a Public Delivery Track for 15 consecutive calendar days which are still loaded with the original inbound lading at the end of the 15th day following Actual Placement, unless Customer has specifically requested additional unloading time in writing from the Subscribing Carrier's Customer Service Office.

2) Loaded Car(s) consigned to a Public Delivery Track to which the Customer has failed to obtain proper legal access to the Public Delivery Track per the requirements set forth GTOT Publication Item 1700. In such event, the Subscribing Carrier's Customer Service Office will make 3 reasonable attempts to contact to contact the Customer to remedy the deficiencies in obtaining access to the Public Delivery Track and 3 reasonable attempts to contact the Shipper (if shown on the EDI 417 Bill of Lading received by the Subscribing Carrier, or otherwise known to the Subscribing Carrier) for new Loaded Car Transportation Instructions to an alternate destination. If both the Customer and Shipper have been unresponsive or have failed to take the necessary actions requested by the Subscribing Carrier in order to obtain disposition for 15 calendar days following the later of the following events, then the Loaded Car(s) will be deemed Abandoned Car(s):

    A) Date of Subscribing Carrier's first attempt to contact the Shipper to obtain alternate disposition of the Loaded Car(s) at issue (only if the Shipper is shown on the EDI 417 Bill of Lading received by the Subscribing Carrier, or is otherwise known to the Subscribing Carrier).

    B) Date of Subscribing Carrier's first attempt to contact the Customer to attempt to reach a resolution to allow the Customer to access the Public Delivery Track in a manner consistent with GTOT Publication Item 1700.

3) Loaded Car(s) consigned to an Order-In Customer, to which the Order-In Customer has indicated to the Subscribing Carrier that the Order-In Customer is refusing prior to Actual Placement. In such event, the Subscribing Carrier's Customer Service Office will make 3 reasonable attempts to contact to contact the Shipper *(if shown on the EDI 417 Bill of Lading received by the Subscribing Carrier, or otherwise known to the Subscribing Carrier)* for a new Loaded Car Transportation Instructions or Diversion to an alternate destination. If the Shipper is unknown to the Subscribing Carrier, or the Shipper has been unresponsive and/or has failed to take the necessary actions requested by the Subscribing Carrier in order to obtain disposition for 15 calendar days following the later of the following events, then the Loaded Car(s) will be deemed Abandoned Car(s):

    A) Date of Subscribing Carrier's first attempt to contact the Shipper to obtain alternate disposition of the Loaded Car(s) at issue *(only if the Shipper is shown on the EDI 417 Bill of Lading received by the Subscribing Carrier, or is otherwise known to the Subscribing Carrier)*.

    B) If the Shipper is not shown on the EDI 417 Bill of Lading received by the Subscribing Carrier and is otherwise unknown to the Subscribing Carrier, the date of refusal by the Order-In Customer.

4) Loaded Car(s) originating from a Customer facility located on the Subscribing Carrier, which are held awaiting Transportation Instructions submission for 15 consecutive calendar days following removal from the Customer's Private Track at the Customer's request. In such event, the Subscribing Carrier's Customer Service Office will make 3 reasonable attempts to contact to contact the Customer to obtain a proper Transportation Instructions. If the Customer has been unresponsive and/or has failed to take the necessary actions requested by the Subscribing Carrier in order to obtain disposition for 15 calendar days following the removal of the car from the Customer facility, then the Loaded Car(s) will be deemed Abandoned Car(s).

ITEM 1800: UNCLAIMED & ABANDONED FREIGHT *(continued)*

5) Loaded Car(s) held for 15 consecutive calendar days awaiting payment or prepayment of all accrued charges and/or required security deposits from Customers or Freight Bill Parties lacking an active or sufficient credit line with the Subscribing Carrier. In such event, the Subscribing Carrier's Billing Office will make 3 reasonable attempts to contact the Customer or Freight Bill Party (as appropriate) causing the payment hold. If the Billed Party fails to make the required payment(s) to the Subscribing Carrier's Billing Office by the 15th day following the Subscribing Carrier's first attempt to notify the Billed Party of the payment hold, then the Loaded Car(s) will be deemed as Abandoned Car(s).

6) Loaded Car(s) held on Railroad Tracks due to Prior Customer Error *(see GTOT Publication—Item 4090)* for more than 15 consecutive calendar days awaiting either new Loaded Car Transportation Instructions and/or full payment of ALL applicable charges.

In the event of the Loaded Car(s) are deemed Abandoned Car(s) under this Item, the Subscribing Carrier may elect, but is not obligated, to declare the lading contained in the Abandoned Car(s) as Unclaimed Freight. Unclaimed Freight may be liquidated by the Subscribing Carrier subject to the following terms:

A) The Subscribing Carrier has provided a written Liquidation Notice by electronic mail, fax, US Postal Mail or 2nd Day letter delivery service to the Party *(or Parties, as applicable)* causing the Loaded Car(s) to be deemed as Abandoned Car(s) as outlined in the prior paragraph. The Liquidation Notice shall contain all of the requirements and final deadline for the notified Party *(or Parties, as applicable)* to remedy the issue(s) causing the deemed Abandoned Car (s) status. The Remedial Action Final Deadline shall be no earlier than 10 calendar days immediately following the date of the Subscribing Carrier's transmission or mailing of the Liquidation Notice.

ITEM 1800: UNCLAIMED & ABANDONED FREIGHT *(continued)*

B) In the event that the Party *(or Parties, as applicable)* have failed to remedy all of the underlying issue(s) causing the Abandoned Car(s) status prior to the Remedial Action Final Deadline, the Subscribing Carrier may, but is not obligated to take any, some or all of the following liquidation actions:

I) Unload the Unclaimed Freight from the Abandoned Car(s)

II) Sell the Unclaimed Freight to any party for any amount that the Subscribing Carrier, in its sole judgement, deems reasonable.

III) Re-consign the Abandoned Car(s) to any party or parties to whom the Subscribing Carrier elects to sell the Unclaimed Freight.

IV) The Subscribing Carrier shall deduct a 10% fee from the gross sale price of all Unclaimed Freight as a brokerage commission.

V) Net Liquidation Proceeds (defined as the total gross sales price of Unclaimed Freight minus the Subscribing Carrier's 10% brokerage commission, further minus all reasonable transportation, advertising, sales, unloading or ancillary costs incurred by the Subscribing Carrier in performing the sale and ultimate disposition of the Unclaimed Freight) will be applied to the outstanding balances owed by the Party (or Parties, as applicable) causing the liquidation process. If the Net Liquidation Proceeds exceed the total outstanding balance(s) due to the Subscribing Carrier related to the Abandoned Car(s), the Subscribing Carrier shall promptly issue:

a) (If due to a Customer): an account credit

b) (If due to a party which is not a Customer): a refund check or ACH payment

VI) In the event the Net Liquidation Proceeds are less than the total outstanding balance(s) due to the Subscribing Carrier related to the Abandoned Car(s), the Subscribing Carrier still retains all legal rights and remedies provided to the Subscribing Carrier under this GTOT Publication and/or applicable governing law to collect the remaining unpaid outstanding balance(s) due to the Subscribing Carrier after the application of the Net Liquidation Proceeds to the applicable account(s).

C) Failure of the Subscribing Carrier to immediately take some or all of the possible liquidation action(s) provided in this Item, or to delay in taking certain liquidation action(s) shall not diminish the Subscribing Carrier's current or future rights or remedies to liquidate the Unclaimed Freight, and/or collect on all fees and charges associated with the underlying Abandoned Car(s). Such election or delay, intentional or unintentional, on the part of the Subscribing Carrier shall also not be used as grounds for any Billed Party to dispute the validity or amount of charges or fees assessed as a result of the underlying Abandoned Car(s), nor shall be used as past precedent by any party in handling future Abandoned Car(s) or Unclaimed Freight.

ITEM 2000: PAYMENT OF CHARGES

Customers shall be liable for the payment of any and all switching, demurrage, private car storage and other optional services charges provided in or under this GTOT Publication or the LRS Publication, except where a provision in this GTOT Publication specifies a different party liable for a specific charge or service, in which case the party so designated will be liable for the guarantee and payment of such specific charges.

The Freight Bill Party shall be liable for the guarantee and payment of any and all Linehaul Freight Charges. All Linehaul Freight Charges billed by Subscribing Carrier will be due in full within 15 calendar days from the Invoice Date .

All charges billed by the Subscribing Carrier will be billed in U.S. funds, and must be paid in U.S. funds.

All charges billed by Subscribing Carrier other than Linehaul Freight Charges will be due in full within 60 calendar days from the Invoice Date unless a different term or due date is agreed upon by the Subscribing Carrier in advance in writing by an authorized officer of the Subscribing Carrier.

Payments received without any corresponding remittance advice specifying the specific invoice number(s) being paid will be applied to the Customer's account in the following manner:

1) Unpaid Late Payment Charges *(oldest to newest)*
2) Unpaid Finance Charges *(oldest to newest)*
3) Unpaid invoices *(oldest to newest)*

ITEM 2010: INVOICES

Subscribing Carrier's Billing Office will issue monthly invoices to all Billed Parties *(or more frequently for services requiring a security deposit or prepayment as further described in this GTOT Publication)* for services rendered by the Subscribing Carrier pursuant to this GTOT Publication, the LRS Publication and/or any applicable Confidential Terms of Transportation Document(s) or Private Rate Agreement(s).

All invoices will be transmitted via electronic mail unless otherwise requested in writing by the Billed Party. Invoices transmitted by means other than electronic mail at the request of a Billed Party will be assessed a $50.00 per invoice service charge.

ITEM 2020: ACCEPTED PAYMENT METHODS

The Subscribing Carrier will only accept one of the following methods of payment to pay outstanding invoices or account balances:

- Automated Clearing House *("ACH") (also known as "Electronic Funds Transfer" or "EFT")*
- Wire Transfer *(a $75 per payment transaction service charge will be assessed to the Billed Party)*
- Check
- Cashier's Check
- Money Order

All payment instruments must be made payable to the Subscribing Carrier. ACH and Wire Transfer payments must be accompanied by a remittance advice e-mail sent to the Subscribing Carrier's Billing Office to ensure posting to the proper account. Checks, Cashier's Checks and Money Orders must be sent to the remittance mailing address printed on the invoice.

ITEM 2100: CREDIT

All Customers will be required to apply for credit with the Subscribing Carrier prior to Actual Placement of any cars. Credit line application forms are available from the Subscribing Carrier's Billing Office and Marketing Office. Credit line application forms that are incomplete, illegible, not signed, completed in a language other than English or contain revisions to credit terms shown on the form without prior written authorization from the Subscribing Carrier's Billing Office will be automatically rejected without further review.

Credit may be granted solely at the discretion and convenience of the Subscribing Carrier. Any credit lines granted by Subscribing Carrier may be increased, decreased or terminated at any time with or without advance notice by the Subscribing Carrier.

Customers that are not granted a credit line by the Subscribing Carrier, or do not currently posses an active credit line with the Subscribing Carrier, must provide a Security Deposit subject to the provisions of GTOT Publication Item 2110.

ITEM 2110: SECURITY DEPOSITS—CUSTOMERS

Customers that do not possess a current credit line with Subscribing Carrier will be required to provide a Security Deposit to the Subscribing Carrier equal to the following amount:

REQUIRED SECURITY DEPOSIT PER CAR = $500.00 per car + All Accrued Unpaid Charges for Subject Car [NOTE]

NOTE: "*All Accrued Unpaid Charges for Subject Car*" means all Subscribing Carrier charges billed to plus otherwise accrued by the Customer for which payment has not been received by the Subscribing Carrier's Billing Office as of the calendar date on which the Customer transmits or postmarks their Required Security Deposit payment to the Subscribing Carrier's Billing Office. In the event that the Required Security Deposit is funded by the rollover of unused Security Deposit balances on a prior shipment, then the governing calendar date for determining accrued charges on the current shipment shall be the date on which the final payment of all Subscribing Carrier charges owed by the Customer on the prior shipment are received by the Subscribing Carrier's Billing Office. Customers are advised to contact the Subscribing Carrier's Billing Office to confirm this amount immediately prior to tendering the Required Security Deposit payment.

All charges *(including late payment charges and finance charges)* billed to the Customer that remain unpaid after 90 calendar days from Invoice Date, will automatically be deducted from the Security Deposit by the Subscribing Carrier and applied to all such past due balances.

Customers without a current credit line with the Subscribing Carrier that regularly ship or receive railcars via the Subscribing Carrier will automatically have their unused Security Deposit balance(s) rolled over from one shipment to the next shipment on the same date as the Subscribing Carrier's Billing Office's receipt of the final payment in full for all Subscribing Carrier charges owed by the Customer on the prior shipment, unless the Customer submits a written request to the Subscribing Carrier's Billing Office directing some or all of the unused Security Deposit balance to be refunded in lieu of automatic rollover.

If a Customer's security deposit falls below 50% of the Required Security Deposit based on the above Required Security Deposit formula, either due to deduction of unpaid balances by Subscribing Carrier and/or by increased traffic to/from Customer, the Subscribing Carrier may issue a written demand for an additional Security Deposit to be placed by the Customer. Once a written demand for additional Security Deposit is issued, no further switching or transportation services will be provided until the additional Security Deposit has been received by the Subscribing Carrier or until the Customer establishes a credit line with the Subscribing Carrier. Failure of the Subscribing Carrier to issue a written demand for an additional Security Deposit in any such instance shall not constitute an ongoing waiver or future precedent preventing the Subscribing Carrier from seeking and/or obtaining an additional Security Deposit at any later time when such Security Deposit is still below 50% of the Required Security Deposit.

Any unused portion of a Security Deposit is fully refundable and payable without interest to the Customer upon written request by the Customer to the Subscribing Carrier's Billing Office once all outstanding Subscribing Carrier charges owed by the Customer are paid in full and received by the Subscribing Carrier. Additionally, any Security Deposit in excess of 100% of the Required Security Deposit is also refundable and payable without interest to the Customer at any time upon written request by the Customer to the Subscribing Carrier's Billing Office, or upon establishing a sufficient current credit line with the Subscribing Carrier.

ITEM 2120: SECURITY DEPOSITS—FREIGHT BILL PARTY

Freight Bill Parties that do not possess a current credit line with Subscribing Carrier will be required to provide a Security Deposit to the Subscribing Carrier equal to the following amount prior to the acceptance by the Subscribing Carrier of freight shipments tendered to Subscribing Carrier, when any portion of the Subscribing Carrier's Linehaul Freight Charges or Reciprocal Switching Charges are not absorbed by a connecting rail carrier:

SECURITY DEPOSIT = $500.00 per car x Average Monthly Traffic *(Minimum Deposit: $500.00)*

Any charges *(including late payment charges and finance charges)* billed to the Freight Bill Party that remain unpaid after 90 calendar days from Invoice Date, will automatically be deducted from the Security Deposit by the Subscribing Carrier and applied to all such past due balances.

If a Freight Bill Party's security deposit falls below 50% of the required security deposit based on the above formula, either due to deduction of unpaid balances by Subscribing Carrier and/or by increased traffic paid for by the Freight Bill Party, the Subscribing Carrier may issue a demand for an additional Security Deposit to be placed by the Freight Bill Party. Once a demand for additional Security Deposit is issued, no further Reciprocal Switching or Linehaul transportation services will be provided until the additional Security Deposit has been received by the Subscribing Carrier or until the Freight Bill Party establishes a credit line with the Subscribing Carrier.

Any unused portion of a Security Deposit are fully refundable and payable without interest to the Freight Bill Party upon written request by the Freight Bill Party to the Subscribing Carrier's Billing Office once all outstanding charges owed by the Freight Bill Party are paid in full and received by the Subscribing Carrier.

EXCEPTION: This Item does not apply to particular shipments where a connecting rail carrier absorbs and/or re-bills the entire unabsorbed amount of Reciprocal Switching Charges and/or Linehaul Freight Charges applicable to that shipment, or where a shipment is handled by Subscribing Carrier pursuant to a handling carrier agreement between the Subscribing Carrier and a connecting rail carrier.

ITEM 2200: FINANCE CHARGES & COLLECTION PROCEDURES

In the event that an invoice from Subscribing Carrier is not paid in full by 10 days after the Due Date, a late payment charge of $10.00 will be assessed to the party billed. Additionally, a finance charge equal to the greater of 1.5 % of the unpaid account balance due on all past due invoices, or $5.00 per month, will be assessed monthly to the party billed. Finance charges on past due balances will be assessed retroactive to the Invoice Date, and will continue accruing daily until the date the payment is received by the Subscribing Carrier, not the postmark date, ACH remittance notification date or ACH payment initiation date.

For Customers or Freight Bill Parties without an established credit line, balances remaining unpaid 90 calendar days after Invoice Date will automatically be deducted from that party's Security Deposit.

Subscribing Carrier retains sole discretion on use of collection agencies and/or court proceedings to collect past due balances older than 90 days from Invoice Date. Subscribing Carrier shall be entitled to recover all collection costs, court costs, legal counsel fees and related expenses from the liable party incurred for the collection of any debt older than 90 days from Invoice Date. Failure of the Subscribing Carrier to initiate collection agency and/or court proceedings in any particular instance shall not constitute precedent for future collection activities or acceptance by Subscribing Carrier of the liable party's lack of timely payment in full.

ITEM 2300: BILLING DISPUTES

In the event that a Billed Party disputes any of the charges contained in a bill for charges assessed by a Subscribing Carrier, the following procedures must be followed:

1) The dispute must be submitted in writing to the Subscribing Carrier's Billing Office within 30 calendar days of the Invoice Date.

2) The Billed Party must state the specific nature of dispute applied to a specific car or group of cars, and must include all relevant information including applicable car initials and numbers, dates and times of relevant events (i.e. Constructive Placement, Actual Placement, Order-In or Release times), applicable tariff rules and item numbers and any other information relevant that would need to be obtained by the Subscribing Carrier to find in favor of the Billed Party.

3) The Billed Party must pay the undisputed amount in full prior to the Due Date.

Disputes that do not comply with all of the above requirements will not be accepted, and the corresponding bill(s) will be considered correct and payable in full by the Billed Party. Disputed amounts will not be considered past due until the later of:

1) The original Due Date, or

2) 15 calendar days after notification of dispute resolution by Subscribing Carrier to the Billed Party.

Subscribing Carrier's Billing Office will investigate each disputed charge and provide written notification to the Billed Party of the resolution of each disputed charge with 30 calendar days of the receipt of the dispute by the Subscribing Carrier's Billing Office. Failure of the Subscribing Carrier to provide a written notification of resolution within 30 calendar days of the Subscribing Carrier's receipt will automatically void the disputed charge.

ITEM 2400: PROMPT PAYMENT APPRECIATION PROGRAM

Customers and Freight Bill Parties that issue payment in full for invoices containing demurrage, private car storage, direct-billed switch charges or other optional service charges that are direct billed to the Customer, within 15 calendar days after the Invoice Date, are eligible to deduct the prompt payment discount specified in LRS Publication Item 2400 from their payment, subject to all of the following terms and conditions:

(1) Only charges billed directly to a Customer or Freight Bill Party by Subscribing Carrier are eligible.
(2) Switching and other service charges billed to or though a Connecting Rail Carrier are NOT eligible.
(2) Right-of-way entry services charges are NOT eligible.
(3) Payments made by Wire Transfer are NOT eligible.
(4) Payments made by check must be postmarked no later than the 15th calendar day following the Invoice Date, and must be sent via first-class postal mail service *(or any other postal, express or parcel delivery service providing faster transit)* with postage charges prepaid.
(5) Payments made by ACH must be initiated no later than the 15th calendar day following the Invoice Date, and a remittance advice e-mail must be sent to Subscribing Carrier's Billing Office at or prior to the time payment is initiated.
(6) If a portion of the charges billed are in dispute, the portion of undisputed charges are eligible for discount only if payment for all undisputed charges is made in full in compliance with Provisions 5 or 6 and the billing dispute is filed either with the payment or prior to payment.

ITEM 3000: APPLICATION & IDEMNIFICATION

This section applies to all Customers served by the Subscribing Carrier and covers all Railroad-Controlled Cars and Private Cars held for, on behalf of or by the Customer.

The following situations are excepted from the provisions of this section:

- Private Cars on Private Tracks
- Cars containing, or used for loading or unloading Subscribing Carrier's company material
- Private Cars held in storage status on Railroad Tracks subject to a Private Rate Agreement for storage services

Customer recognizes and agrees that cars being transported, switched or stored on Subscribing Carrier pursuant to this GTOT Publication, may be placed in an area on Subscribing Carrier's Railroad Tracks which are not enclosed or protected from potential incursion by third parties or Acts of God. Consequently, Customer agrees to indemnify and hold harmless Subscribing Carrier Indemnitees from and against any and all claims, administrative proceedings, lawsuits and other damage claims from any liability, costs, lawsuits, obligations, judgements, liens, debts, court costs, reasonable legal counsel fees and other expenses (both direct and indirect) of any nature suffered or incurred by the Subscribing Carrier Indemnitees arising out of or resulting from actual or perceived loss and/or damages to cars and/or lading caused by Acts of God or parties other than Subscribing Carrier Indemnitees while in Constructive Placement status, Storage status or Actual Placement status on Lease Tracks or Public Delivery Tracks, except to the extent that such loss and/or damage is most proximately caused by the grossly negligent acts or omissions or willful misconduct of the Subscribing Carrier Indemnitees.

ITEM 3005: ORDER-IN/ACTUAL PLACEMENT PROCESS

Cars arriving at Serving Yard which are consigned to an Order-In Customer will be held in Constructive Placement until Order-In Instructions are received by the Subscribing Carrier's Customer Service Office via one of the methods specified in LRS Publication Item 3005. Once Order-In Instructions are received by the Subscribing Carrier's Customer Service Office, the car(s) requested for Actual Placement will be placed on the next train that is scheduled to serve the Customer's facility.

Cars arriving at Serving Yard which are consigned to a Spot-On-Arrival Customer will automatically be scheduled for Actual Placement on the Customer's Industry Track unless one of the following occurs:

1) Customer provides the Subscribing Carrier's Customer Service Office with written or electronic instructions to hold specific car(s) in Constructive Placement prior to the cutoff times shown in LRS Publication Item 3005. Specific car(s) held in Constructive Placement in this manner will continue to be held until Order-In Instructions are received by the Subscribing Carrier's Customer Service Office.
2) Customer's inventory of railcars located on Customer's Industry Track has reached maximum capacity. Cars held in Constructive Placement due to the occurrence of this situation will continue to be held until either Order-In Instructions are received by the Subscribing Carrier's Customer Service Office or sufficient track space becomes available on the Customer's Industry Track(s).

Cutoff times for same-day Actual Placement are shown in LRS Publication Item 3005. Subscribing Carrier is not responsible for any additional demurrage that may be incurred by Customer due to Order-In Instructions received past the designated cutoff times shown in LRS Publication Item 3005.

ITEM 3010: NOTIFICATION TO CUSTOMER

Subscribing Carrier will furnish the following Tender Notifications to Customers as indicated:

Cars Destined for Private Tracks or Lease Tracks

- Tender Notification of constructive placement if car(s) are held on Subscribing Carrier's Railroad Tracks due to any reason attributable to Customer, Consignor, Consignee or Freight Bill Party.
- Physical delivery of car(s) upon Private Tracks or Lease Tracks of Customer will constitute notice of Actual Placement of said cars.

Cars Destined for Public Delivery Tracks

- Tender Notification will be given to Customer when car(s) are spotted in Actual Placement on designated Public Delivery Track(s).

Cars Stopped in Transit on Subscribing Carrier's Tracks

- Notice will be given to the Customer and the party responsible for the car(s) being stopped upon arrival of the car(s) at the designated point of stoppage. This provision does not apply to cars held for repair of mechanical defects while en route.

Refused Loaded Car(s)

- Upon refusal by Customer at destination, Subscribing Carrier will give notice to the Consignor, to the extent that the Transportation Instructions provided to Subscribing Carrier provides sufficient detail to identify and contact Consignor

Tender Notification or other required notifications may be given either in writing or electronically to the Customer's designated contact or other party's designated contact, if known to Subscribing Carrier, and will contain the following details:

- Car initials and number
- If lading is transferred en route, the initials and number of the original car.
- Commodity (Loaded Cars only)
- Date and time of notice

The failure of the Customer or other designated party to receive such notification(s) due to any issue outside the direct control of the Subscribing Carrier, will not negate or alter the effect or effective date and time of such notification, provided the Subscribing Carrier has made all reasonable efforts to communicate said notification to the required party and the Subscribing Carrier can produce copies of such notification at a later date upon written request to Subscribing Carrier's Customer Service Office.

ITEM 3020: RELEASE NOTIFICATIONS

For Loaded Cars, Refused Loaded Cars, or any other switching or transportation movements that indicate "New Loaded Billing" in the LRS Publication, the Subscribing Carrier must receive the following before such cars are considered released by Customer:

- Complete Transportation Instructions covering movement on all rail carriers from initial origin to final destination that meet all minimum data requirements of the Uniform Bill of Lading format for rail shipments if submitted by email or fax, or EDI 404 requirements if submitted via EDI or through a website.
- Prepayment of all switching, demurrage/private car storage charges, Linehaul Freight Charges and any other service charges provided in this GTOT Publication or the LRS Publication if Customer or Freight Bill Party *(as applicable)* does not have an active credit line with the Subscribing Carrier, and does not have an adequate Security Deposit on file with the Subscribing Carrier as more fully described in Items 2110 and 2120 of this GTOT Publication.

Subscribing Carrier will not accept or process Transportation Instructions that do not contain the Subscribing Carrier in the route unless the shipment is being handled pursuant to a current, valid handling carrier agreement or Private Rate Agreement between the Subscribing Carrier and a Connecting Rail Carrier, where Subscribing Carrier is functioning as the handling carrier.

Subscribing Carrier reserves the right to reject as an unreasonable request for service any Transportation Instructions or Empty Car Release Notification submitted via email or fax that are illegible due to poor transmission quality, poor or illegible handwriting, or otherwise unclear to Subscribing Carrier. Subscribing Carrier will not accept delivery of Transportation Instructions or Empty Car Release Notifications by U.S. Mail, parcel/express delivery, messenger service, personal delivery or any other method not indicated in LRS Publication Item 3020.

When electronic or mechanical devices are used to furnish Transportation Instructions or Empty Car Release Notifications, the recorded date and time the instructions are received by the Subscribing Carrier will govern the effective time, notwithstanding any other provisions in this Item or this GTOT Publication that would necessitate, require or permit a later effective date and time, unless a later effective date/time is clearly indicated on the Transportation Instructions or Empty Car Release Notifications.

ITEM 3030: SETTLEMENT OF DEMURRAGE & PRIVATE CAR STORAGE CHARGES

Settlement of Demurrage will be made on a monthly basis for all car(s) released from a chargeable status during each calendar month.

Settlement of Private Car Storage charges will be made on a monthly basis for all car(s) held in a chargeable storage status during each calendar month.

ITEM 3040: CARS HELD FOR LOADING

TENDER: Actual Placement on Customer's designated Industry Track, or Constructive Placement Tender Notification of Empty Car(s) placed on orders of the Consignor or Customer.

RELEASE:

- For Railroad-Controlled Cars: Date and time Transportation Instructions are received by Subscribing Carrier, subject to the provisions of Item 3020 herein.
- For Private Cars in Constructive Placement or Storage status on Railroad Tracks: Date and time order-in instructions are received by the Subscribing Carrier.

COMPUTATION: Time will be computed as follows:

- From the first 00:01 Hours occurring on a day other than a Non-Chargeable Day following tender until release.
- When the same car is unloaded and then subsequently reloaded by Customer, Free Time will be computed from the first 00:01 Hours occurring on a day other than a Non-Chargeable Day following Empty Car Release Notification. If no Empty Car Release Notification is provided, then time previously computed under Item 3050 will continue uninterrupted with no additional Free Time until Transportation Instructions are received by the Subscribing Carrier. Empty Car Release Notifications for such car(s) should clearly indicate the Customer's intent to hold the car for reloading.
- If a Non-Chargeable Day occurs during the Free Time period, the Free Time will be automatically extended by one (1) calendar day for each one (1) Non-Chargeable day occurring during the Free Time period. Non-Chargeable Days occurring immediately after the expiration of the Free Time period will not extend the Free Time period.
- Private Cars held on Private Tracks or Lease Tracks in Actual Placement status will be exempt from this Item.

FREE TIME: As follows:

- All cars, except Hazardous Materials Car(s), Hazardous Waste Car(s), Hi-Wide Dimensional Car(s), Intermodal Car(s) or TIH/PIH Car(s):
    - 1 day
- Hazardous Materials Car(s), Hazardous Waste Car(s), Hi-Wide Dimensional Car(s), Intermodal Car(s) & TIH/PIH Car(s):
    - None

CHARGES: Upon expiration of applicable Free Time (if any), Railroad-Controlled Cars will be assessed Demurrage charges and Private Cars will be assessed Private Car Storage charges at the daily rates specified in LRS Publication Item 3040. Charges will be assessed in whole day increments.

PAYMENT RESPONSIBILITY: Customer

ITEM 3050: CARS HELD FOR UNLOADING

TENDER: Actual Placement on Customer's designated Industry Track, or Constructive Placement Tender Notification of Loaded Car(s) consigned to Customer.

RELEASE:

- For Railroad-Controlled Cars: Date and time Empty Car Release Notification is received by Subscribing Carrier, subject to the provisions of Item 3020 herein.
- For Private Cars in Constructive Placement or Storage status on Railroad Tracks: Date and time Order-In Instructions are received by the Subscribing Carrier.

COMPUTATION: Time will be computed as follows:

- From the first 00:01 Hours occurring on a day other than a Non-Chargeable Day following tender until release.
- When the same car is unloaded and then subsequently reloaded by Customer, Free Time will be computed from the first 00:01 Hours occurring on a day other than a Non-Chargeable Day following Empty Car Release Notification. If no Empty Car Release Notification is provided, then time previously computed under Item 3050 will continue uninterrupted with no additional free time until Transportation Instructions are received by the Subscribing Carrier. Empty Car Release Notifications for such car(s) should clearly indicate the Customer's intent to hold the car for reloading.
- If a Non-Chargeable Day occurs during the Free Time period, the Free Time will be automatically extended by one (1) calendar day for each one (1) Non-Chargeable day occurring during the Free Time period. Non-Chargeable Days occurring immediately after the expiration of the Free Time period will not extend the Free Time period.
- Private Cars held on Private Tracks or Lease Tracks in Actual Placement status will be exempt from this Item.

FREE TIME: As follows:

- All cars, except Hazardous Materials Car(s), Hazardous Waste Car(s), Hi-Wide Dimensional Car(s), Intermodal Car(s) or TIH/PIH Car(s):
    - 2 days
- Hazardous Materials Car(s), Hazardous Waste Car(s), Hi-Wide Dimensional Car(s), Intermodal Car(s) & TIH/PIH Car(s):
    - None

CHARGES: Upon expiration of applicable Free Time (if any), Railroad-Controlled Cars will be assessed Demurrage charges and Private Cars will be assessed Private Car Storage charges at the daily rates specified in LRS Publication Item 3050. Charges will be assessed in whole day increments.

PAYMENT RESPONSIBILITY: Customer

ITEM 3060: CARS HELD FOR OTHER THAN LOADING/UNLOADING

APPLICATION: Cars held on Railroad Tracks for any of the following purposes:

- Orders received from any party listed on the Transportation Instructions
- Awaiting proper disposition by Customer, Consignor or Consignee for any reason
- Awaiting receipt of payment for all accured charges against a Billed Party who does not possess an sufficient active credit line with the Subscribing Carrier.
- Result of any condition attributable to Customer, Consignor, Consignee or Freight Bill Party
- Cars with Bills of Lading showing the Subscribing Carrier as Consignee or Care Of Party, except for cars containing shipments of Company Materials, cars offered to Subscribing Carrier for Contract Storage and cars requested in writing by the Subscribing Carrier.
- Cars offered to Subscribing Carrier for Contract Storage

TENDER: Notification of stoppage to party requesting, ordering or causing the stoppage or hold, or for cars offered for Contract Storage, notification of storage to the Contract Storage Customer.

RELEASE:

- When held due to orders from a party to the Transportation Instructions excluding Contract Storage, the date and time that written orders providing disposition of car are received by the Subscribing Carrier's Customer Service Office.
- When held due to awaiting proper disposition due to failure of Customer, Consignor or Consignee to provide appropriate Transportation Instructions, Order-In Instructions or Empty Car Release Notification, the date and time that the applicable Transportation Instructions, Order-In Instructions or Empty Car Release Notification is received by the Subscribing Carrier from the party that failed to provide proper disposition that caused the hold.
- When held due to awaiting receipt of payment for all accrued charges from a Billed Party not possessing an sufficient, active credit line with the Subscribing Carrier, the date and time such payment is physically received by the Subscribing Carrier's Billing Office, or in the case of ACH payments or Wire Transfers made to the Subscribing Carrier, at 8 AM Local Time on the day the payment is posted in the Subscribing Carrier's bank account.
- When held due to other conditions attributable to or failure of Customer, Consignor, Consignee or Freight Bill Party to comply with any rule in this GTOT Publication where a hold for non-compliance is provided, the date and time that the Subscribing Carrier is notified by the party responsible for causing the hold, that the party responsible has rectified the underlying condition(s) or situation causing the GTOT Publication rule compliance failure.
- When held in Contract Storage, the date and time orders providing disposition of car are received by Subscribing Carrier's Customer Service Office from the Contract Storage Customer. For Loaded Cars or Residue Cars held in Contract Storage, disposition orders must also include complete Transportation Instructions submitted in accordance with LRS Publication Item 3020.

ITEM 3060: CARS HELD FOR OTHER THAN LOADING/UNLOADING *(continued)*

COMPUTATION: Time will be computed from the first 00:01 Hours occurring on a day other than a Non-Chargeable Day following tender until release.

FREE TIME: None

CHARGES: Railroad-Controlled Cars will be assessed Demurrage charges and Private Cars will be assessed Private Car Storage charges at the daily rates specified in LRS Publication Item 3060. Charges will be assessed in whole day increments.

PAYMENT RESPONSIBILITY: Party causing, requesting or otherwise requiring the hold

SWITCHING RULES

ITEM 4000: SWITCHING RATES

Unless otherwise specified herein, the rates for charges in this Section are found in the LRS Publication.

All charges in this Section that are billable to or through a Connecting Rail Carrier will be billed via the RAILINC Switching Settlement Data Exchange (SSDX) system for all Connecting Rail Carriers with whom the Subscribing Carrier has an established RAILINC SSDX-certified data connection.

ITEM 4010: PLANT SWITCH

When the Subscribing Carrier performs the service of Plant Switch upon request or service requirements of the Customer, this service will be provided at the rates specified in LRS Publication Item 4010. Temporary removal and subsequent respot of non-released car(s) at a Customer's facility to facilitate Subscribing Carrier's access to pick up other released car(s) which are physically obstructed by non-released car(s) are also considered a Plant Switch.

PAYMENT RESPONSIBILITY: Customer

ITEM 4020: TERMINAL SWITCH

When the Subscribing Carrier performs the service of Terminal Switch upon request or service requirements of the Customer, this service will be provided at the rates specified in LRS Publication Item 4020.

PAYMENT RESPONSIBILITY: Customer that originates the movement

ITEM 4030: STORAGE/HOLD SWITCH

(Removed)

ITEM 4040: SPECIAL SWITCH

Subject to prior request and approval by Subscribing Carrier, the Subscribing Carrier will provide special switch services at the rates specified in LRS Publication Item 4040.

Use of this service is mandatory to accommodate the following types of switching services and special train movements, to which this charge will apply in addition to all other applicable freight, switching and other service charges:

1) Switch performed outside the Normal Business Hours of the Subscribing Carrier.

2) Second and all subsequent visits to switch a Customer's facility per calendar day, unless otherwise covered by a Private Rate Agreement with the Subscribing Carrier.

3) Movement or switching by Subscribing Carrier of Hi-Wide Dimensional Shipments.

4) Movement or switching by Subscribing Carrier of TIH/PIH Cars containing radioactive materials.

5) Movement or switching by Subscribing Carrier of Locomotive(s), Caboose(s), or Passenger Car(s).

6) Movement or switching by Subscribing Carrier of Empty Car(s) not equipped with roller bearings.

PAYMENT RESPONSIBILITY: Customer *(if done at Customer's request or Reasons 1 or 2 listed above)* or Freight Bill Party *(if done for Reasons 3 through 6 listed above, such charge to be re-billed through the Connecting Rail Carrier providing Linehaul Service)*

ITEM 4050: INTERLINE SWITCH

When the Subscribing Carrier performs the service of Interline Switch, this service will be provided at the rates specified in LRS Publication Item 4050. The Subscribing Carrier must be shown in the revenue route on the Transportation Instructions, as an origin switch carrier, intermediate switch carrier or destination switch carrier as appropriate.

PAYMENT RESPONSIBILITY: Freight Bill Party *(re-billed through the Connecting Rail Carrier providing Linehaul Service)*

ITEM 4060: INTERCHANGE SETBACK

When Loaded Cars or Empty Cars are interchanged to Subscribing Carrier from connecting railroads that meet any of the following criteria:

- Not consigned to Subscribing Carrier or Customers of the Subscribing Carrier
- Interchanged with an incomplete or missing Transportation Instructions
- Empty Railroad-Controlled Cars supplied by Connecting Rail Carrier without a corresponding Empty Car order in effect from the Customer or Subscribing Carrier
- Subscribing Carrier is not shown in the route *(unless Subscribing Carrier participates as a handling carrier for that shipment)*

Such cars will be treated as mishandled cars received in error, and the charges specified in LRS Publication Item 4060 will be assessed against the Connecting Rail Carrier. When 2 Connecting Rail Carriers are involved in the same movement (i.e. where one is a Linehaul Carrier and the other is an intermediate switch or intermediate handling carrier between the Linehaul Carrier and the Subscribing Carrier), the following will govern:

- When error is due to the improper or incomplete Transportation Instructions instructions provided by the Linehaul Carrier, then the Linehaul Carrier will be assessed the Interchange Setback charge.
- When error is due to the handling of car by intermediate switch carrier or intermediate handling carrier that does not comply with the Transportation Instructions instructions provided by the Linehaul Carrier, the intermediate switch/ handling carrier will be assessed the Interchange Setback charge.
- When error is due to missing Transportation Instructions, the intermediate switch/handling carrier will be assessed the Interchange Setback charge.

If any charges are assessed to the Subscribing Carrier by the intermediate switch/handling carrier for providing Interchange Setback service to the Linehaul Carrier involved, those charges will be passed through at Subscribing Carrier's full cost (100%) to the Linehaul Carrier in addition to the Interchange Setback charge specified in LRS Publication Item 4060.

In the event that a Connecting Rail Carrier becomes more than 60 days past due in the payment of any accounts where charges were accrued under this GTOT Publication and/or the LRS Publication, the Subscribing Carrier reserves the exclusive right, but not obligation, to withhold and Interchange Setback cars from return interchange to the Connecting Rail Carrier until any or all past due balances are paid in full. In the event that the Subscribing Carrier elects to exercise this right in this situation, such Interchange Setback car(s) will accrue applicable Demurrage or Private Car Storage charges payable by such Connecting Rail Carrier until such time as payment in full for all said past due balances due to Subscribing Carrier by Connecting Rail Carrier has been received by the Subscribing Carrier's Billing Office. Failure of the Subscribing Carrier to exercise this option shall not constitute precedent for future payment delinquencies by a Connecting Rail Carrier, nor shall such failure to exercise this option constitute a waiver of responsibility of payment by the Connecting Rail Carrier, or a waiver of pursuing alternate remedies available to the Subscribing Carrier.

PAYMENT RESPONSIBILITY: Connecting Rail Carrier *(as described herein)*

ITEM 4070: EMPTY CAR REFUSED

When an Empty Railroad-Controlled Car is received by Subscribing Carrier, is provided to the Customer for Loading, and is refused by the Customer due to any improper condition as determined by the Customer, the Subscribing Carrier will return the car to the Connecting Rail Carrier supplying the car. A service charge at the rate specified in LRS Publication Item 4070 along with all applicable demurrage charges incurred will be assessed to the Connecting Rail Carrier that was responsible for supplying the Empty Car.

This charge does not apply for Interline Switch movements billed as revenue empty shipments (as applicable Interline Switch rate governs) or where Subscribing Carrier has received freight or Interline Switch revenue on the immediately preceding movement.

If the Connecting Rail Carrier billed denies the charge or fails to pay the charge within 45 calendar days after the Invoice Date, the Subscribing Carrier will re-bill this charge and all applicable demurrage charges incurred to the Customer.

PAYMENT RESPONSIBILITY: Connecting Rail Carrier, then Customer if denied/unpaid by Connecting Rail Carrier

ITEM 4080: LOADED CAR REFUSED

When a Loaded Car is received by Subscribing Carrier, is refused or not unloaded by the Customer upon Actual Placement at the final destination specified on the Transportation Instructions, the Customer or Shipper shall submit new Loaded Car Transportation Instructions to the Subscribing Carrier via one of the methods accepted for Railcar Release Notification as shown in the LRS Publication. The Freight Bill Party shown on the new Loaded Car Transportation Instructions will be subject to all applicable charges for the Shipment to the new final destination.

PAYMENT RESPONSIBILITY: Freight Bill Party *(via applicable charges on new Loaded Car Transportation Instructions)*

ITEM 4090: PRIOR CUSTOMER ERROR

When an car received by Subscribing Carrier for placement at a Customer and is shown as an Empty Car on the Transportation Instructions, and is subsequently found to be a Loaded Car by process of physical inspection by Subscribing Carrier or Customer the following will govern:

- If error is due in whole or part to improper, invalid or premature release of said car by Prior Party to their serving rail carrier, then the Prior Party shall submit new Loaded Car Transportation Instructions to the Subscribing Carrier via one of the methods accepted for Railcar Release Notification as shown in the LRS Publication, and will be solely responsible for the advanced payment of this service charge as specified in the LRS Publication. Said car will held in Constructive Placement status by Subscribing Carrier until all of the following criteria are met by the Prior Party:

    1) New Loaded Car Transportation Instructions are received by the Subscribing Carrier via one of the methods accepted for Railcar Release Notification as shown in the LRS Publication.

    2) Payment of the Prior Customer Error service charge is received in full by the Subscribing Carrier.

    3) Payment of all applicable Demurrage or Private Car Storage charges, as calculated from the time of receipt by Subscribing Carrier until the time that all 3 of these conditions herein are met with no free time allowed, is received in full by the Subscribing Carrier.

- If error is due in whole or part to improper handling or processing of Transportation Instructions by a rail carrier involved in the movement, then the rail carrier responsible for the Transportation Instructions processing error *(herein referred to as "Responsible Rail Carrier")* shall submit new Loaded Car Transportation Instructions to the Subscribing Carrier via one of the methods accepted for Railcar Release Notification as shown in the LRS Publication, and will be solely responsible for the payment of this service charge as specified in LRS Publication Item 4090. Said car will held in Constructive Placement status by Subscribing Carrier until all of the following criteria are met by the Responsible Rail Carrier:

    1) New Loaded Car Transportation Instructions are received by the Subscribing Carrier via one of the methods accepted for Railcar Release Notification as shown in the LRS Publication.

    2) Payment of the Prior Customer Error service charge is received in full by the Subscribing Carrier.

    3) Payment of all applicable Demurrage or Private Car Storage charges, as calculated from the time of receipt by Subscribing Carrier until the time that Conditions 1,2 and 3 are met with no free time allowed, is received in full by the Subscribing Carrier.

    4) Responsible Rail Carriers that are Connecting Rail Carriers with the Subscribing Carrier as determined by the routing of the new Loaded Car Transportation Instructions provided for said car, will only be required to meet Condition 1 of this paragraph prior to the release of said car by Subscribing Carrier. The Responsible Rail Carrier will still be responsible for payment of Prior Customer Error service charge and all applicable Demurrage or Private Car Storage charges, as calculated from the time of receipt by Subscribing Carrier until the time that Condition 1 is met with no free time allowed, within 30 calendar days after the applicable Invoice Date.

PAYMENT RESPONSIBILITY: Prior Party or Responsible Rail Carrier *(as described herein)*

OPTIONAL SERVICES RULES

ITEM 5000: OPTIONAL SERVICES RATES

Unless otherwise specified herein, the rates for charges in this Section are found in the corresponding numbered items contained in the LRS Publication.

ITEM 5010: CAR CLEANING

Empty Railroad-Controlled Cars released by Customer to Subscribing Carrier that are not fully Unloaded, or where biomedical waste, clothes, dunnage, food waste, garbage, liquids, scrap, trash or other contaminants are left in such car by Customer when car is released as an Empty Car, will require cleaning services to be performed by the Subscribing Carrier prior to next use. Such services will be provided at the rates shown in the LRS Publication. Hourly rates provided in the LRS Publication will be calculated and determined by the actual quantity of man-hours expended by the Subscribing Carrier's employees or contractors to perform car cleaning services, with a minimum of 1 hour being assessed.

PAYMENT RESPONSIBILITY: Customer

ITEM 5020: CAR RELEASE BY EMAIL/FAX

Release Notifications submitted to the Subscribing Carrier by electronic mail or fax will be billed a processing service charge at the rate specified in LRS Publication Item 5020. Release Notifications by telephone, postal mail, express or personal delivery services will not be accepted by the Subscribing Carrier. No processing charge will be assessed for Release Notifications submitted via the Subscribing Carrier's designated website, a Connecting Rail Carrier's website or EDI.

PAYMENT RESPONSIBILITY: Customer

ITEM 5030: CAR REPAIR FOR CUSTOMER DAMAGE

Customers causing damage to cars due to improper handling, movement, loading or unloading of cars will be assessed a repair track switching charge at the rate specified in LRS Publication Item 5030. Improper handling and movement includes, but is not limited to:

- Damage caused to cars by Loading or Unloading in violation of any AAR Loading Rule
- Improper or inadequate securement of loads or dunnage
- Damage caused by moving railcars with vehicles or systems other than locomotives, Mobile Railcar Movers or winches
- Damage caused to railcar doors or gates by forklifts
- Damage cause by collision between any vehicle and a car while car is in Actual Placement or otherwise under Customer's control
- Damage caused by any derailment or collision occurring while car is being physically moved by Customer or any agent, employee or contractor of Customer
- Damage caused by derailment while Subscribing Carrier is moving car(s) on Customer's Private Track, if primary cause of such derailment is determined by Subscribing Carrier to be due to improper track maintenance or other track-related defects on Customer's Private Track.

Additionally, Customer will also be assessed 130% of the prescribed labor and material costs for repairs made by the Subscribing Carrier, at rates determined by the AAR and published in the current Office Manual of the AAR Interchange Rules. Subscribing Carrier will provide a copy of the relevant page(s) of the Office Manual of the AAR Interchange Rules to Customer upon written request by the Customer to the Subscribing Carrier's Billing Office.

Additionally, cars held by Subscribing Carrier for repair under this Item will be assessed the applicable Demurrage or Private Car Storage charges specified in the LRS Publication with no free time allowed, as calculated from the time that the damage was discovered by Subscribing Carrier until the time the Subscribing Carrier has completed all necessary or required repairs.

PAYMENT RESPONSIBILITY: Customer

ITEM 5040: CHERRY PICKING

Customers ordering-in cars to their Industry Track that specify a specific car number to be placed other than "next available" out of a group of cars of the same car type and if loaded, containing the same commodity *(as determined by the STCC shown on the applicable Bills of Lading)* will be assessed a service charge at the rate designated in LRS Publication Item 5040.

Car owners or other parties requesting release of cars from Storage status on Subscribing Carrier's Railroad Tracks for delivery to a Connecting Rail Carrier, that specify a specific car number to be released other than "next available" out of a group of cars of the same car type and if loaded, containing the same commodity *(as determined by the STCC shown on the applicable Bills of Lading)* will be assessed a service charge at the rate specified in LRS Publication Item 5040.

PAYMENT RESPONSIBILITY: Customer *(for cars ordered-in to Customer's Industry Track)* or Party Requesting Release from Storage *(for cars released from Storage status for delivery to a Connecting Rail Carrier)*.

ITEM 5050: CLOSE/OPEN DOORS/GATES

Loaded Cars and Empty Railroad-Controlled Cars will not be moved unless all doors, hatches, outlet gate doors, gates and tie-down devices are closed and secured.

If it becomes necessary for the Subscribing Carrier or its contractor to close or open doors, hatches, gates, outlet gate doors or secure tie-down devices, charges will be assessed at the rate specified in LRS Publication Item 5050.

This service is provided at the convenience and discretion of the Subscribing Carrier.

PAYMENT RESPONSIBILITY: As follows:

- Cars Released by Customer to Subscribing Carrier: Customer
- Loaded Cars received in interchange by Subscribing Carrier: Shipper
- Empty Cars (Railroad-Controlled Cars) received in interchange by Subscribing Carrier: Connecting Rail Carrier
- Empty Cars (Private Cars) received in interchange by Subscribing Carrier: Shipper (prior movement's Consignee)

ITEM 5060: DIVERSION/RECONSIGNMENT

When a request is placed with the Subscribing Carrier by the Consignee or Consignor of a shipment that modifies any provision or terms of the Transportation Instructions described below, a diversion/reconsignment charge will be assessed at the rate specified in LRS Publication Item 5060 to the party requesting the change:

- Change in the name of the Consignee
- Change in the name of the Consignor
- Change in the name of the Care-Of Party
- Addition or removal of a Care-Of Party
- Change in the destination station or track
- Change in the route
- Addition or removal of rail carrier(s) from the route
- Any other change in the Transportation Instructions that affect the routing or handling of the shipment by any rail carrier

Diversions or reconsignments will only be accepted by the Subscribing Carrier while the subject car is in the possession of the Subscribing Carrier. Any changes to the Transportation Instructions that must be made while the car is in possession of another rail carrier must be done through the rail carrier in possession of the car at the time the change is to be made according that carrier's tariff, rules or policies. No charge will be assessed by Subscribing Carrier for diversions or reconsignments done through another rail carrier when the subject car is not in the Subscribing Carrier's possession.

Subscribing Carrier reserves the right to refuse Diversions or Reconsignments done by other rail carriers for cars destined to the Subscribing Carrier, if the rail carrier processing the Diversion or Reconsignment failed to send a 404 or 417 EDI cancellation message to the Subscribing Carrier if an original 404 EDI or 417 EDI message had previously been transmitted to the Subscribing Carrier by any rail carrier or party to the shipment.

PAYMENT RESPONSIBILITY: Party requesting the change to the Transportation Instructions

ITEM 5070: EMPTY IN, EMPTY OUT

If an Empty Car is delivered to Customer via Actual Placement or Constructive Placement, and such Empty Car is subsequently returned to an interchange with a Connecting Rail Carrier without any loaded movement on the Subscribing Carrier's line, a charge will be assessed to the Customer at the rate specified in LRS Publication Item 5070. This item does not apply to Empty Railroad-Controlled Cars that are rejected by the Customer within 72 hours of Actual Placement due to defects with the Empty Car or not being ordered by the Customer, or to cars moving on Subscribing Carrier in Interline Switch service as a revenue empty movement in at least one direction.

PAYMENT RESPONSIBILITY: Customer

ITEM 5080: HOLD FOR TRANSPORTATION INSTRUCTIONS

When on Customer's instructions loaded cars without Forwarding Instructions or empty cars without a Release Notification are removed from Customer's Industry Track(s) and are held by the Subscribing Carrier awaiting Transportation Instructions or Release Notification, or held by Subscribing Carrier due to incomplete or incorrect Transportation Instructions awaiting additional or replacement Transportation Instructions, a per car charge will be assessed at the rates specified in LRS Publication Item 5080. Railroad-Controlled Cars will be placed into Constructive Placement, with no free time allowed. Private Cars will be placed into storage status and will be assessed the applicable Private Car Storage charges, with no free time allowed.

PAYMENT RESPONSIBILITY: Customer

ITEM 5090: IDLER/BUFFER CARS

Idler Cars or Buffer Cars moving in conjunction with a shipment that are not subject to or moving under their own Loaded Car Transportation Instructions separate from the Transportation Instructions of the shipment they are accompanying will be assessed a charge at the rate specified in LRS Publication Item 5090.

PAYMENT RESPONSIBILITY: Freight Bill Party shown on the Transportation Instructions or Transportation Instructions of the car(s) containing the shipment that being accompanied by the Idler Car(s) or Buffer Car(s)

ITEM 5100: LOAD ADJUSTMENT

When Subscribing Carrier is required to adjust, re-position or partially remove a Shipment, dunnage, load securement devices or tie-down devices from or on a car due to improper or inadequate securement of the Shipment within the car by the Shipper, a charge will be assessed to the Shipper as specified in LRS Publication Item 5100.

If damage is done to any part or component of the railcar by the shifted load, then the charges prescribed in Item 5030 of this GTOT Publication will apply in addition to this service charge.

PAYMENT RESPONSIBILITY: Shipper

ITEM 5110: OVERLOADED CAR

When Subscribing Carrier determines that a car is loaded beyond the capacity of the car as register in UMLER or stenciled on the side of such car, or in excess of the maximum allowable gross weight on rail as specified in LRS Publication Item 5110, whichever is less, while the car is in the possession of the Subscribing Carrier, a charge will be assessed to the Shipper, and the Subscribing Carrier may take any of the following actions at it's sole discretion:

1) Subscribing Carrier will determine whether subject car can be safely moved, and may permit the Loaded Car to continue in transit; or

2) Subscribing Carrier may require the Shipper to divert the car to the nearest safe location, as determined by the Subscribing Carrier, where Shipper or Shipper's agent or contractor can access the car and adjust or reduce the weight of the Shipment. Diversion charges will apply, and additional freight or switching charges may apply if the safe location is located in a different station than where the car is located when the determination that such car was overloaded was made. Demurrage or Private Car Storage charges will apply, with no free time allowed, while the car is held on Subscribing Carrier's Railroad Tracks awaiting disposition, reduction or adjustment by Shipper or Shipper's agent /contractor.

If the Subscribing Carrier determines that a particular Shipper repeatedly or routinely overloads or improperly loads cars, the Subscribing Carrier reserves the right to embargo traffic received from that Shipper for any duration of time in the interest of safety.

PAYMENT RESPONSIBILITY: Shipper

ITEM 5120: RETURNED CAR

If a car is:

1) Released by Customer as an Empty Car and is subsequently found or determined to be Loaded, or

2) Released by Customer as a Loaded Car and is subsequently found or determined to be Empty, or

3) Released by Customer and is subsequently requested to be returned to Customer's Industry Track by Customer while still in the possession of the Subscribing Carrier, or

4) Rejected by a Connecting Rail Carrier and returned to Subscribing Carrier due to any of the following causes:

   I. Missing, incomplete or incorrect Transportation Instructions

   II. Existence of valid embargo in effect that is applicable to Shipment at time of the interchange to the Connecting Rail Carrier

   III. Overloaded or improperly loaded car condition, as determined by Connecting Rail Carrier's applicable rules

Then a returned car fee will be assessed to the Customer at the rate specified in LRS Publication Item 5120.

PAYMENT RESPONSIBILITY: Customer

ITEM 5130: TURNING CAR

When Subscribing Carrier is requested or required to turn a car to facilitate Loading or Unloading, a charge will apply at the rate specified in LRS Publication Item 5130.

If the Subscribing Carrier does not have facilities for turning cars, the Subscribing Carrier will make arrangements to interchange the car to a Connecting Rail Carrier for purposes of turning on the Connecting Rail Carrier with return delivery to the Customer. The Subscribing Carrier will absorb 100% of the Connecting Rail Carrier's service or switching charges directly connected with providing car turning services, when such request is made by the Subscribing Carrier to the Connecting Rail Carrier. Additionally, in such instances the Subscribing Carrier also permits Connecting Rail Carrier to reclaim from the Subscribing Carrier all car hire allowance paid to the car owner, not to exceed a maximum of 48 hours of allowable car hire reclaims against the Subscribing Carrier in connection with this event.

PAYMENT RESPONSIBILITY: Customer

ITEM 5140: UNABLE TO PLACE

When car is ordered-in by Customer from Serving Yard for Actual Placement on the Customer's Industry Track and Subscribing Carrier is unable to place car in Actual Placement as a result of any condition(s) attributable to the Customer, Customer's employees, agents, contractors or suppliers (excluding the Subscribing Carrier), including lack of available track space on Customer's Industry Track or presence of cars not released that are unsafe to move which obstruct the Subscribing Carrier's switching movements required to complete Actual Placement, a per car charge will be assessed in addition to all applicable Demurrage or Private Car Storage charges. Such car(s) will be returned to their previous status, and accumulating demurrage or Private Car Storage charges will continue accruing uninterrupted from the car's previous tender to Customer until such time as subsequently released according to the provisions of the Demurrage & Private Car Storage Rules section of this GTOT Publication.

PAYMENT RESPONSIBILITY: Customer

ITEM 5150: UNABLE TO PULL

When car is released by Customer and Subscribing Carrier is unable to pull car from the Customer's Industry Track as a result of any condition(s) attributable to the Customer, Customer's employees, agents, contractors or suppliers (excluding the Subscribing Carrier), including the presence of other cars not released and not safe to move obstructing the Subscribing Carrier's switching movements required to pull the released car(s), a per car charge will be assessed in addition to all applicable Demurrage charges. Such car(s) will be returned to their previous Actual Placement status, the preceeding Release Notifications will be cancelled and voided, and accumulating Demurrage charges or free time allowance *(if any)* will continue accruing uninterrupted from the car's previous tender to Customer until such time as a new Release Notification is submitted to the Subscribing Carrier by the Customer.

PAYMENT RESPONSIBILITY: Customer

ITEM 6000: HAZARDOUS MATERIALS/HAZARDOUS WASTE/TIH/PIH LIABILITY

By tendering Shipments of Hazardous Materials, Hazardous Waste or TIH/PIH to Subscribing Carrier or for transport over Subscribing Carrier's lines, Customer and Shipper and their parent, subsidiary and affiliated companies agree to indemnify, defend and hold harmless all Subscribing Carrier Indemnitees from and against any and all claims, demands, liabilities or any other Hazardous Shipment Loss brought by any third party or governmental agency under any theory of law against Subscribing Carrier or Subscribing Carrier Indemnitees seeking to hold Subscribing Carrier liable for any Hazardous Shipment Loss to the extent that such Hazardous Shipment Loss is caused in whole or part by any of the following causes:

- Act or omission of Customer or Shipper, or officers, directors, employees, contractors, suppliers *(other than Subscribing Carrier)*, customers or agents of the Customer or Shipper.
- Violation of any law or regulation by Customer or Shipper, or officers, directors, employees, contractors, suppliers *(other than Subscribing Carrier)*, customers or agents of the Customer or Shipper.
- Failure of Customer to accept delivery immediately upon notice of arrival from Subscribing Carrier.
- Failure of Shipper to provide proper identification, description and quantification of Shipment's contents.
- Failure of Shipper to provide accurate, complete emergency response information as required by law and/or by this GTOT Publication.
- Any release or spill of Hazardous Materials, Hazardous Waste or TIH/PIH due in whole or part from the failure of Shipper and/or Shipper's employees, contractors or agents to close and properly secure all valves, openings, ports, hatches, lids or other Shipment securement devices prior to tendering the car for transportation to the originating rail carrier.
- Any release or spill of any commodity that is not clearly identified on the Transportation Instructions.
- Failure of Customer and/or Customer's employees, contractors or agents to inspect car(s) prior to Release to Subscribing Carrier.
- Failure of Shipper and/or Shipper's employees, contractors or agents to inspect car(s) prior to release to the originating rail carrier.
- Failure of Customer and/or Customer's employees, contractors or agents to clean and decontaminate Empty Car(s) prior to Release of Empty Car to Subscribing Carrier.
- Any event that occurred subsequent to delivery of Shipment by Subscribing Carrier to the Customer's Industry Track or interchange with another rail carrier or transportation service provider designated by the Shipper or Customer.
- Any event that occurred prior to the receipt of Shipment by Subscribing Carrier from a Connecting Rail Carrier.
- Any event that occurred prior to the Release of Shipment to Subscribing Carrier by Customer.

Knowledge of one party of any violations of any GTOT Publication terms by the other party shall constitute neither negligence nor acquiescence in such violation, and shall in no event relieve either party of any of the responsibilities or indemnity obligations required by this GTOT Publication.

In the event of any conflict between any provision of this Item and Item 6010 of this GTOT Publication involving TIH/PIH Shipments, the provisions of Item 6010 will govern.

ITEM 6010: TIH/PIH SUPPLEMENTAL LIABILITY

In addition to the indemnification requirements of Item 6000, by tendering Shipments of TIH/PIH to Subscribing Carrier or for transport over Subscribing Carrier's lines, Customer and Shipper and their parent, subsidiary and affiliated companies agree to indemnify, defend and hold harmless all Subscribing Carrier Indemnitees from and against any and all claims, demands, liabilities or any other Hazardous Shipment Loss brought by any third party or governmental agency under any theory of law against Subscribing Carrier or Subscribing Carrier Indemnitees seeking to hold Subscribing Carrier liable for any Hazardous Shipment Loss to the extent that such Hazardous Shipment Loss is caused in whole or part by any of the following causes while car(s) containing Shipment are held by, in transit on or under the physical custody of the Subscribing Carrier:

- Act of God
- Act of terrorism
- Act of civil disobedience
- Action of a public enemy
- Action by an authority of law
- Labor strikes
- Inherent nature or physical properties of the lading contained in the Shipment
- Natural shrinkage
- Any event occurring while car(s) containing Shipment are held by Subscribing Carrier or on Subscribing Carrier's Railroad or Lease Tracks due to Customer's refusal or inability to receive said car(s) or provide proper Transportation Instructions

Knowledge of one party of any violations of any GTOT Publication terms by the other party shall constitute neither negligence nor acquiescence in such violation, and shall in no event relieve either party of any of the responsibilities or indemnity obligations required by this GTOT Publication.

All costs incurred by Subscribing Carrier of providing required security, protection and surveillance of TIH/PIH Shipments while held on Subscribing Carrier's Railroad Tracks for any reason will be passed through to the Customer with a 30% markup, in addition to any other applicable charges.

In the event of any conflict between any provision of this Item and Item 6000 of this GTOT Publication involving TIH/PIH Shipments, the provisions of this Item will govern.

ITEM 6020: EXPLOSIVES & DANGEROUS ARTICLES

RAILINC Tariff BOE 6000-series governs the transportation of explosives and other dangerous articles, provides minimum specifications for shipping containers and provides additional restrictions on the acceptance and transportation of explosives and other dangerous articles in conjunction with all provisions of this GTOT Publication that do not conflict with the provisions and terms of the RAILINC Tariff BOE 6000-series.

ITEM 6030: UNSAFE/IMPROPERLY LOADED TIH/PIH CARS

Cars containing TIH/PIH Shipments will not be accepted to transportation, or continue in transit if discovered en route to be unsafe or improperly loaded as determined by any of the following criteria:

- Car is overloaded, imbalanced or contains a shifted load.
- Car is spilling, leaking or emitting gas, dust or residue.
- Car containing mislabeled lading(s).
- Car held by or in transit on Subscribing Carrier that does not have Transportation Instructions on file with Subscribing Carrier that are in full compliance with FRA and PHMSA regulations.
- Car not in compliance with all EPA, FRA and PHMSA regulations.

Such TIH/PIH Shipments deemed unsafe or improperly loaded by the Subscribing Carrier will be assessed a $10,000 penalty to the Shipper. Additionally the Shipper will be required to make the required or necessary adjustments at their sole cost and expense unless contracting with the Subscribing Carrier to make required adjustments subject to the provisions of Item 6040 of this GTOT Publication.

PAYMENT RESPONSIBILITY: Shipper

ITEM 6040: LOAD ADJUSTMENT, CAR CLEANING, SPRAY APPLICATION OR OTHER SERIVCE - TIH/PIH CARS

Cars containing TIH/PIH Shipments requiring any of the following services to be performed by Subscribing Carrier will be assessed a charge equal to the Subscribing Carrier's actual cost of performing said service plus a 30% markup (minimum charge of $1,000):

- Adjusting, reducing, loading or unloading of Shipment
- Repair or cleaning car beyond repair of normal wear-and-tear
- Containment, clean-up and remediation of spilled or leaked lading
- Application of sprays or suppressants to the Shipment

The Shipper agrees to indemnify, defend and hold harmless the Subscribing Carrier Indemnitees from any claim, lawsuit, judgements, liabilities, damages or fines resulting from any injury to or death of any person, including Subscribing Carrier's employees, contractors and agents engaged in the performance of any of these aforementioned services, or damage to or contamination of the environment or other natural resources, while Subscribing Carrier is performing such services.

PAYMENT RESPONSIBILITY: Shipper *(or Customer for repairs/cleaning requested or required after Unloading)*

ITEM 7000: GENERAL INSTRUCTIONS

These rules apply to shipments when:

- Gross Weight on Rail exceeds the "Maximum Allowable Gross Weight on Rail" as published in the LRS Publication but does not exceed the Gross Weight on Rail capacity stenciled on the car(s) carrying shipment
- heights or widths exceeding the dimensions of the designated AAR Plate dimensions shown in the LRS Publication
- length exceeds the designated interior length of the car carrying shipment, as such length is stated in the AAR UMLER database, or overhangs the either end of a car
- use of an idler car is required or necessary
- use of heavy-duty or specialized car(s) are required or necessary
- the combined center of gravity of the shipment plus car(s) exceed 98 inches above the top of the rail

Shipments weighing in excess of the "Maximum Allowable Gross Weight on Rail" but not in excess of a car's stenciled capacity require that the route over which the load is to be moved is checked prior to movement to determine if there is sufficient capacity to safely carry the load at maximum authorized speed permitted for each section of the route.

Shipments weighing in excess of the car's stenciled capacity are considered overloaded, and are subject to the provisions of Item 5110 of this GTOT Publication in lieu of the provisions of this section of the GTOT Publication.

Shipments in excess of Plate C dimensions require that the route over which the load is to move be checked prior to movement to determine if there is sufficient horizontal and vertical clearance to accommodate the load. Movement of standard equipment with a larger AAR plate dimension on routes cleared for those plate dimensions, as specified in the LRS Publication, are exempt from this clearance requirement.

Shipments subject to these provisions originating on the Subscribing Carrier must obtain clearance from each rail carrier involved in the physical route of the car(s) prior to tendering the Shipment to the Subscribing Carrier.

Shipments subject to these provisions traversing or terminating on the Subscribing Carrier must obtain clearance from the Subscribing Carrier prior to the Subscribing Carrier's receipt of Shipment at interchange. Car(s) containing Shipment will be held at interchange until clearance is requested by Shipper, Customer or Connecting Rail Carrier and subsequently approved by the Subscribing Carrier's Clearance Office.

All clearance requests or other clearance-related correspondence must be directed to the Subscribing Carrier's Clearance Office as designated in the LRS Publication.

ITEM 9900: RIGHT-OF-WAY ACCESS & IDEMNIFICATION

Right-of-entry, temporary access and permanent easement access to Subscribing Carrier's Railroad Premises is granted by written permit only, and is governed by the rules contained in this section of this GTOT Publication.

The following activities are exempt from the provisions of this section:

- Access to Private Track(s)
- Access to Public Delivery Track(s) in connection with Loading and Unloading car(s)
- Access to Railroad Premises, construction or maintenance of railroad infrastructure by employees, contractors, or subcontractors of the Subscribing Carrier for projects commissioned and contracted by the Subscribing Carrier.

Access to Railroad Premises outside of the provisions of this GTOT Publication or other written agreement between an Accessing Party and the Subscribing Carrier is both unsafe and illegal. Illegal trespass on Railroad Premises will be referred to law enforcement for prosecution under federal and/or state laws. Accessing Parties that illegally trespass upon Railroad Premises will additionally be required to make restitution for all services that would have been provided to the Accessing Party under this section of this GTOT Publication had the Accessing Party followed the required procedures of this GTOT Publication (including the Right-of-Way Entry Application fee), at rates equal to 200% of the rates specified in the corresponding LRS Publication Items in addition to any court costs, investigation costs, legal counsel fees or expert witness fees borne by the Subscribing Carrier in its prosecution of the illegal access and subsequent collection of these fees and any applicable damages.

All parties accessing Railroad Premises agree to indemnify, defend and hold harmless the Subscribing Carrier Indemnitees from any claim, lawsuit, judgements, liabilities, damages or fines resulting from any injury to or death of any person, including Subscribing Carrier's employees, contractors and agents, or damage to or contamination of the environment or other natural resources, damage to railroad tracks or other railroad infrastructure, subsidence under railroad tracks or property (only applicable when underground construction or maintenance is performed) or any other damage to private or public property related to such access of Railroad Premises by such parties.

ITEM 9910: ROW ENTRY PERMIT APPLICATION

Prior to accessing any property or right-of-way of the Subscribing Carrier or commencing any work on, under or over any Railroad Premises for any use not exempted in Item 9900 of this GTOT Publication, any party seeking such access must first:

1) Complete and submit a "Right-of-Way Entry Application" form to the Subscribing Carrier's ROW Property Office with the full application fee required by LRS Publication Item 9910, payable in ACH, check, cashier's check or money order made payable to the Subscribing Carrier.
2) Obtain the required insurance coverage and provide a certificate of required coverage to the Subscribing Carrier's ROW Property Office, as specified in Item 9920 of this GTOT Publication.
3) Submit a ROW Access Security Deposit in the amount required by Item 9930 of this GTOT Publication.
4) Receive a written Right-of-Way Entry Permit from the Subscribing Carrier. A copy of this permit must be in possession of the Applicant's Designated Employee-in-Charge at all times during any access or work on, under or over Railroad Premises for review by the Subscribing Carrier's personnel.

Submission of a Right-of-Way Entry Application and/or payment of any fees or security deposits related thereto does not guarantee approval of said application by the Subscribing Carrier or confer any right-of-entry upon Railroad Premises. Right-of-Way Entry Applications will be carefully reviewed by Subscribing Carrier's ROW Property Office for the following factors:

- project necessity
- project urgency/timeline
- negative impact to safety and integrity of railroad infrastructure and operations
- anticipated interruption to rail traffic
- fulfillment of insurance coverage requirements by Applicant
- safety record of Applicant and/or Applicant's designated contractor(s) or subcontractor(s)
- established or proposed safety procedures and protocols of the Applicant to protect the Applicant's employees, contractor(s) and subcontractor(s) during the performance of their duties on Railroad Premises
- availability of Subscribing Carrier's personnel to perform required Flagging Protection services or Track Maintenance services on the date(s) requested

The Right-of-Way Entry Application fee is non-refundable regardless of whether or not the Subscribing Carrier grants a Right-of-Way Entry Permit to the Applicant. Subscribing Carrier reserves the exclusive right to approve or deny any Right-of-Way Entry Application for any reason, or to require the Applicant to submit additional information regarding their proposed project before the Subscribing Carrier renders a decision.

PAYMENT RESPONSIBILITY: Permit Applicant

ITEM 9920: LIABILITY INSURANCE COVERAGE REQUIREMENTS

Applicants and their prime contractors must obtain a minimum of $5,000,000 per incident general commercial liability, construction liability or other similar liability insurance policy (referred to as "Liability Policy") to be in effect for the date(s) they propose to be working on, under or over Railroad Premises. The Liability Policy must indemnify, defend and hold harmless the Subscribing Carrier Indemnitees from any claim, lawsuit, judgements, liabilities, damages or fines resulting from any injury to or death of any person, including Subscribing Carrier's employees, contractors and agents, or damage to or contamination of the environment or other natural resources, damage to railroad tracks or other railroad infrastructure, subsidence under Railroad Premises (only applicable when underground construction or maintenance is performed) or any other damage to private or public property related to such access of Railroad Premises by such parties. The Subscribing Carrier must be named as an Additional Named Insured on the Liability Policy.

Proof of Liability Policy coverage must be provided to the Subscribing Carrier's ROW Property Office before Subscribing Carrier will issue a Right-of-Way Entry Permit to an Applicant.

Liability Policy coverage must be maintained until all work on, under or over all Railroad Premises in connection to a proposed project is fully completed. Failure of the Applicant or their prime contractor(s) to maintain Liability Policy coverage until or removal of the Subscribing Carrier as an Additional Named Insured prior to completion of access to all Railroad Premises will be sufficient cause for rejection and dismissal of a Right-of-Way Entry Application or the immediate termination of the corresponding Right-of-Way Entry Permit, if such permit has been granted.

ITEM 9930: RIGHT-OF-WAY ACCESS SECURITY DEPOSIT

Applicants that do not have an active credit line established with the Subscribing Carrier at the time they submit their Right-of-Way Entry Application must remit a security deposit to the Subscribing Carrier to ensure full payment for Flagging Services (Item 9940) and Track Maintenance Services (Item 9950) provided to the Applicant's proposed project, prior to being issued a Right-of-Way Entry Permit. The amount of the required security deposit shall be determined as follows:

ROW Access Security Deposit = 150 % x (Anticipated Flagging Services Needed + Anticipated Track Maintenance Services as quoted by Subscribing Carrier)

Such deposit shall be remitted to the Subscribing Carrier's ROW Property Office prior to the issuance of a Right-of-Way Entry Permit, and shall be paid by ACH, check, cashier's check or money order made payable to the Subscribing Carrier. Payment of the Right-of-Way Access Security Deposit does not relieve the Applicant from any additional costs above and beyond the said Security Deposit amount that may actually be incurred during the course of a particular project.

In the event a Right-of-Way Entry Application is rejected or dismissed, the Right-of-Way Access Security Deposit shall be fully refundable without interest to the Applicant. Any portion of the Right-of-Way Access Security Deposit that is not used for covering Subscribing Carrier's Flagging Protection or Track Maintenance service charges actually incurred, shall be fully refundable without interest to the Applicant at the final completion of the Applicant's project or access.

PAYMENT RESPONSIBILITY: Permit Applicant

ITEM 9940: FLAGGING PROTECTION

Projects requiring access to Railroad Premises or projects where work will be performed within 25 feet of the centerline of the closest track require protection against rail traffic by a Flagger provided by the Subscribing Carrier. Flagging Protection services will be provided by Subscribing Carrier to Permit Holders with valid Right-of-Way Entry Permits subject to the Subscribing Carrier's staffing availability.

Flagging Protection services are provided in either 8-hour shifts or 12-hour shifts as requested or required by the Permit Holder, at the rates specified in LRS Publication Item 9940. The Subscribing Carrier's ROW Property Office will determine the number of Flaggers required based on the size and scope of the proposed project. If more than one flagger is requested, used or required, the rates shown in the LRS Publication Item 9940 will apply to each Flagger used.

Permit Holders, contractors, subcontractors, their employees, agents and contractors shall abide by any and all instructions given by the Flagger concerning railroad safety, railroad security or occupancy of Railroad Premises, and shall not enter upon or perform any work on Railroad Premises without the presence or authorization of the designated on-duty Flagger. Flaggers have the sole right, but not the duty or obligation, to evict any person or persons from Railroad Premises who are:

- In possession of or under the influence of alcohol or intoxicating drugs (regardless of the legality of such drugs)
- In possession of any weapon, firearm, explosive, flammable or other dangerous article (except for fuel or industrial gases contained in authorized vehicles or equipment tanks).
- Engaging in horseplay or inappropriate physical conduct with other persons at the work site.
- Occupying Railroad Premises without the authorization of the Flagger, except in cases of responding to a life-threatening emergency.
- Disobeying any instruction given by the Flagger related to railroad safety, security or operations.
- Threatening the safety or integrity of railroad operations, railroad personnel or other persons present at the work site.
- Damaging, destroying, vandalizing or stealing any railroad track materials or components, railroad equipment or tools, locomotives, railcars, trains or any other physical asset owned or controlled by the Subscribing Carrier.
- Conducting themselves in any manner that the Flagger deems may cause injury or death to any person(s) at or near the work site, or on Railroad Premises.
- Conducting themselves in a manner which the Flagger deems to be unsafe, reckless or an unreasonable threat to railroad safety or security.

PAYMENT RESPONSIBILITY: Permit Holder

ITEM 9950: TRACK MAINTENANCE SERVICES

Projects requiring temporary or permanent addition, removal, re-routing or other modification of Subscribing Carrier's Railroad Tracks will be performed by the Subscribing Carrier at the rates quoted by the Subscribing Carrier's ROW Property Office. Permit Holders, their employees, contractors and subcontractors are prohibited from adding, removing, re-routing or modifying any component of the railroad track infrastructure. Nothing in this item shall be construed as to creating any requirement or obligation for the Subscribing Carrier to approve any particular project or issue any permit for any specific project involving the track, right-of-way or other property of the Subscribing Carrier.

All necessary railroad track component parts and materials will be provided as needed at 130% of the Subscribing Carrier's actual cost or current replacement cost. Subscribing Carrier Idemnitees will not be responsible for any costs, expenses, fines, liabilities or damages incurred by a Permit Holder, their employees, contractors or subcontractors due to delay caused to a project by the unavailability or delay in obtaining the necessary railroad track component parts or materials.

These rates do not apply to the construction, maintenance, modification or removal of Private Track(s) located on private property. Such services for Private Track(s) may be provided by the Subscribing Carrier upon request at rates mutually agreed upon between the parties, at the Subscribing Carrier's sole convenience.

PAYMENT RESPONSIBILITY: Permit Holder

ITEM 9999: OTHER LOCAL RULES, SERVICES & CHARGES

LRS Publication Item 9999 may specify additional local service rule(s)/rate(s) related to unique local operating conditions or service requirements that do not generally conform to the description any of the other services described elsewhere in this GTOT Publication.

PAYMENT RESPONSIBILITY: Customer *(unless otherwise explicitly specified in LRS Publication Item 9999)*

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