

Optional Services Catalog

--Extended Asset Use



FLEXIBLE ASSET UTILIZATION...

The effective management of railcars is critical to the success of KYLE and our customers. Efficient asset utilization benefits you by increasing the availability of railcars.

From time to time, you may need to use our railcars for a longer period of time. In that case we provide you, at your option, with the use of that equipment, for a fee.

Extended use of railway provided assets

We give you free time for loading and unloading cars. If you choose to keep a railroad car, or a private car on railroad property, for additional time, you will be billed a simple flat daily fee. Daily charges do not apply to non-chargeable days, as defined in RA 1000 Section III, Demurrage and Storage Provisions, Page 15, Item 1090. For STCC 01 Saturday is considered a non-chargeable day.

AT LOADING	FREE TIME	ITEM 1000
Loading	2 Days	\$65 per Railcar per Day

AT UNLOADING	FREE TIME	ITEM 1010
Unloading	1 Day	\$65 per Railcar per Day

Extended use of railway track assets

PRIVATE EMPTY RAILCAR - LOADING ON KYLE TRACK	FREE TIME	ITEM 1030
Loading	1 Day	\$40 per Railcar per Day

PRIVATE LOADED RAILCAR - UNLOADING ON KYLE TRACK (NOT CONTAINING HAZARDOUS MATERIALS)	FREE TIME	ITEM 1040
Unloading	2 Days	\$40 per Railcar per Day

Dangerous goods and hazardous materials (Excluding TIH/PIH)

LIABILITY AND HANDLING FEE	FREE TIME	ITEM 1050
Loading and Unloading	0 Days	\$150 per Railcar per Day

KYLE 6006-6

(Cancels KYLE 6006-5)

The Kyle Railroad Company

**Loading and Unloading
Flexibility Excluding Unit
Trains**

30/30/30 Billing Guarantee

Weekly Invoicing

Our top priority is to provide safe, reliable transportation for our customers. Part of that commitment is to maintain a fluid and adequate supply of rail cars and to ensure that all railcar assets, both railroad and privately-owned, are utilized as optimally as possible.





KYLE is a RailAmerica company

www.railamerica.com

Please contact your local marketing representative if you have any questions concerning this service.

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This document is subject to the terms, conditions and guidelines provided in RailAmerica Tariff RA-1000.

30/30/30–DAY BILLING GUARANTEES

As part of our efforts to streamline the billing process, we are committing to an expedited and simple billing process.

In fact, we are so confident in our new process, that we guarantee our billing and response time.

BILLING – ON TIME

ITEM 1060

We commit to bill you on time (within 30 days)

We have changed our systems to issue Extended Asset Utilization invoices weekly. We commit to billing you within 30 days, or it's free.

If we should bill you after 30 days of the service completion date, notify us in writing within 30 days of the invoice mailing date and your invoice will be cancelled.

BILLING DISPUTES

ITEM 1070

We commit to addressing disputed bills quickly

If you believe that there has been a billing error, we want to make it right as quickly as possible. To be eligible for this guarantee, you must submit your claim, in writing, within 30 days of the invoice date to **TLC Central, PO Box 488 38 Railroad Avenue, Phillipsburg, KS 67661**. Along with a brief description, your claim must include the car initial and number and the related invoice number.

GUARANTEED ON-TIME RESPONSE ITEM 1080

If we don't respond within 30 days, your dispute will be accepted "as is."

We are committed to responding to your claim in a timely manner. If we do not respond to your dispute, in writing, within 30 days your dispute will be accepted as is.

FLEXIBLE CAR ORDERING...

Things don't always go as planned. We recognize that, sometimes, you will have to change your railcar order for loading or unloading. When this involves ordering an empty railcar for loading and actual or constructive placement is performed, and the railcar is then released without being loaded, it is classified as a *railcar ordered but not used*.

Charges covering the following can be found in the 7006 Switching and Accessorial Tariff for the KYLE:

- Empty Cars Ordered – Not Loaded
- Cars Ordered on Behalf of Customer – Cancelled While Enroute
- Cars Provided by Foreign Railroad in Improper Condition
- Empty or Loaded Railcars Released Not Available to Pull
- Empty or Loaded Railcars Ordered In – Unable to Place

