

**EXPRESS LOAD/UNLOAD CONTRACT  
CSXT-C – XXXXX**

This Express Load/Unload Contract (the "Contract"), is between \_\_\_\_\_ ("**Industry**") whose address is \_\_\_\_\_ and **CSX TRANSPORTATION, INC. ("CSXT")** whose address is 500 Water Street, Jacksonville, FL 32202; Attn: Contract Administration J-865.

Whereas, CSXT and Industry have agreed upon a refund arrangement for qualified rail shipments and now desire to specify the terms of their agreement;

Now therefore, in view of the foregoing statements and in further view of other good and valuable considerations, the parties agree as follows:

1. **Term:** The term of this Contract (the "Contract Term") shall commence on \_\_\_\_\_ and continue in effect until terminated by either party upon thirty (30) calendar days' prior written notice to the other party. Either party can choose to terminate this Agreement without cause and without penalty upon giving such notice and from and after the effective date of termination, neither party shall have any obligation to the other hereunder.
2. **Refunds:** Refund procedures are described in the attached Refund Particulars Exhibit.
3. **Scope:** The scope of this Contract is limited to the conditions and qualifications for the granting of refunds. The actual transportation of the commodity, including the applicable rates and charges, is outside the scope of this Contract.
4. **Notices:** All notices issued pursuant to this Agreement must be in writing and sent via e-mail, by 1<sup>st</sup> Class U.S. Mail, express carrier or registered or certified mail to the parties at the addresses shown in the introductory paragraph until otherwise advised.
5. **Confidentiality:** The provisions of this Contract are considered confidential. It may not be shown to a third party without the consent of the other parties except: (i) as requested by statute, regulation or court order; (ii) to a parent, affiliate or subsidiary company, or (iii) to an auditing firm that is agreeable to the confidentiality provisions. This Contract will inure to the successors of the parties by merger or acquisition.
6. **Non-Assignment:** Contract may not be assigned.
7. **Mutual Draft:** This Contract is the result of the mutual negotiations of the parties and shall not be construed against either of them as the drafter.
8. **Entire Understanding:** This Contract represents the entire understanding of the parties, may not be modified or waived without their written consent, shall be construed according to the laws of the State of Florida and has been executed by the duly authorized representatives of the parties.

**Customer Name**

**CSX Transportation, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Refund Particulars Exhibit  
To Refund Contract CSXT-C- XXXXX**

CSXT will grant refunds to Industry for qualified shipments that are transported by CSXT pursuant to the following particulars:

<b>REQUIREMENTS</b>
<b>STCC(S):</b>
<b>COMMODITY:</b>
<b>SHIPPER:</b>
<b>ORIGIN(S):</b>
<b>REFUND AMOUNT:</b>

**Express Load/Unload Period:** The period of fifteen (15) consecutive hours that begins at the first defined six (6) hour increment after actual or constructive placement and ends fifteen (15) hours later. The defined six (6) hour periods are as follows: 0001, 0600, 1200, and 1800 hours, local time. Weekends and holidays are included with the following exceptions:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

In the case the Load/Unloading period falls across one of these excepted days, time will stop at 1800 hours the day prior and re-commence at 0600 hours the day after.

CSXT shall pay Express Loader/Unloader an Incentive Payment as described above for each Unit Train of CSXT System Equipment or Private Equipment, which is Loaded/Unloaded and released within the Express Load/Unload Period. Cars found to be improperly loaded or overloaded at the facility will not be considered loaded and released until the load has been properly adjusted. (Note: Need to delete last sentence if an unload.)

Demurrage charges, as found in the CSXT 8100, shall apply.

Refunds are granted only for carloads in which CSXT functions as a line haul carrier, i.e. refunds are not granted when CSXT functions as a switch carrier. Refunds will not be honored unless freight bills and supplemental bills have been paid at the time of refund payment.

Industry must apply to CSXT within thirty (30) days after the end of each Contract month for applicable refunds. Late filed refunds may be declined. The preferred method of submission is electronic spreadsheet format via e-mail transmission to [Contract\\_Refunds@csx.com](mailto:Contract_Refunds@csx.com) Each application must include: the Contract number assigned to this Contract, a summary of all eligible trains showing lead car numbers, each train's waybill date, commodity, origin, placement time, release time, stating total carloads and total refund amount. CSXT will grant verified refunds within forty-five (45) days after the end of the refund period. Address any questions regarding the Refund application to:

CSX Transportation, Inc.  
CSX II Building, 3rd Floor  
Speed Code J650  
6735 Southpoint Drive South  
Jacksonville, FL 32216-6177  
Attn: Manager, Contract Refunds