



RAILWAY
General Tariff

FEC 1000
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CREDIT TERMS AND SECURITY DEPOSIT – SECTION II
(ORIGINAL)

CREDIT TERMS AND SECURITY DEPOSIT



Florida East Coast

R A I L W A Y

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**CREDIT TERMS AND SECURITY DEPOSIT – SECTION II
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(ITEM - 1000) SECURITY DEPOSITS FOR PAYMENT OF DEMURRAGE AND STORAGE CHARGES

All Consignors, Consignees or agents thereof conducting business with a Subscribing Carrier, or on a Subscribing Carrier's property, will be required to apply for credit with the Subscribing Carrier.

All railroads, except Class 1 rail carriers and rail carriers that conducted business with the Subscribing Carrier prior to January 1, 2009, will be required to apply for credit with the Subscribing Carrier.

Credit will be granted solely at the discretion of the Subscribing Carrier.

(ITEM - 1005) PAYMENT AND CREDIT TERMS

All charges under this tariff must be prepaid, unless satisfactory arrangements with Subscribing Carrier have been made prior to performance of service.

Charges for services rendered under terms of this tariff will accrue against the customer located on the Subscribing Carrier or against the responsible rail carrier involved, unless arrangements to the contrary have been made with Subscribing Carrier prior to performance of service.

All payment for services covered herein are due and payable within fifteen (15) days following the invoice date. Payments received after expiration of the credit period shall be subject to a service charge of one and one-half percent (1 ½%) per month (or fraction thereof) of the outstanding balance.



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(ITEM - 1010) SECURITY DEPOSITS FOR PAYMENT ACCESSORIAL CHARGES

A security deposit to insure payment of any accessorial charges that may accrue will be required from every Consignor, Consignee, or agent thereof who:

- A. Is not on the Subscribing Carrier's credit list, and
- B. Fails to pay accessorial charges after specific written demand referring to this tariff provision.

A deposit must be paid, by wire transfer, before any freight car is delivered to such Consignor, Consignee, or agent thereof for Loading or Unloading. A deposit on one unit of equipment is not transferable to another.

A deposit for each car shall be in the minimum amount of two hundred dollars (200.00) or up to the maximum amount of accessorial charges that accrued on any one car during the preceding twelve (12) months.

In the case of a Consignor, Consignee or agent thereof receiving multiple carloads for Loading or Unloading, the total amount required to be deposited shall not exceed the lesser of the amount of existing past accessorial charges accrued by the Consignor, Consignee, or agent thereof due or \$25,000.

Once the Consignor, Consignee, or agent thereof is placed on Subscribing Carriers' authorized credit list, or has paid all outstanding accessorial charges and has given assurance to the satisfaction of the Carrier's credit office that future accessorial charges will be paid within the credit period prescribed in applicable tariffs, the Subscribing Carrier will refund the balance of the deposit to the Consignor, Consignee, or agent thereof by the 5th day of the month following that in which the equipment is released to the Subscribing Carrier after deducting any and all unpaid accessorial charges.

Security deposits will no longer be required after the Consignor, Consignee, or agent thereof either:

- A. Is placed on Subscribing Carriers' authorized credit list, or
- B. Has paid all outstanding accessorial charges and has given assurance to the satisfaction of the Carrier's credit office that future accessorial charges will be paid within the credit period prescribed in applicable tariffs.



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(ITEM - 1020) APPLICATION FOR CREDIT

Date ___/___/___

Company Name _____ Phone _____
(Area code & number)

D/B/A _____ For Past _____ Years

Address _____
(Street) (City) (State/Province) (Zip/Postal Code)

Former Business Address (If Applicable)

Federal Tax I D Number _____

OWNERSHIP: [] Sole Owner [] Partnership [] Corporation

Date Started/Incorporation Date _____ Have you ever operated under a different name? Yes ___ No ___

If yes, give name and address _____

TRADE REFERENCES: (Minimum of 3)

Name _____ Address _____ Phone _____ Acct.
No. _____

Name _____ Address _____ Phone _____ Acct.
No. _____

Name _____ Address _____ Phone _____ Acct.
No. _____



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BANK REFERENCE: [] Checking [] Savings [] Loan
Name _____ Dept. _____ Acct. No. _____
Mailing Address _____ Phone No. _____
City _____ State/Province _____ Zip/Postal Code _____
Type of Business: _____
Tax Exemption #/HST/GST#: _____ State/Province Issued: _____

Our terms are Net 15 from date of invoice. Applicant's signature attests financial responsibility, ability, and willingness to pay our invoices in accordance to terms. A service charge of 1 1/2% per month, which is an annual rate if 18%, will accrue 30 days after invoice date.

I authorize you to contact references and to obtain information from outside resources that may be needed to obtain credit.

The application has been carefully prepared by the undersigned and is to my knowledge complete, accurate, and truthful. I also acknowledge that I understand and agree to the pricing and collection policies relating to RailAmerica and its affiliated railroads.

IF MY ACCOUNT IS ACCEPTED, I AGREE TO PAY ACCORDING TO YOUR TERMS OF SALE. I FURTHER AGREE TO PAY ALL COLLECTION COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED BY YOU IN COLLECTING OR ATTEMPTING TO COLLECT SUCH ACCOUNT.

Firm Name

Date Signature Title



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INDIVIDUAL PERSONAL GUARANTEE

Date
I, , residing at

For and in consideration of your extending credit at my request to
(Name of Company)

(herein referred to as the "Company"), of which I am , hereby personally guarantee to you the
(Title)

payment at in the State of of any obligation of the Company and hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do waive notice of default, non-payment, and notice thereof and consent to any modification of renewal of the credit agreement hereby guaranteed.

WITNESS GUARANTOR DATE
(Signature) (Signature)
ADDRESS

JOINT PERSONAL GUARANTEE

Date
We, and his/her residing at

, for and in consideration of your extending credit at my request to

(herein after referred to as the "Company"), of which
(Name of Company) (Name)

is , hereby personally guarantee to you the payment at
(Title)

in the State of of any obligation of the Company and we hereby agree to bind ourselves to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. We do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

WITNESS GUARANTOR DATE
(Signature) (Signature)
WITNESS GUARANTOR DATE
(Signature) (Signature)