FORD, MILLER & WAINER, P.A.
ATTORNEYS AT LAW
1200 RIVERPLACE BOULEVARD, SUITE 600
JACKSONVILLE, FLORIDA 32207

P. CAMPBELL FORD
MARK R. MILLER
DAVID S. WAINER, III
ALISON A. TEDRICK

TELEPHONE
(904) 390-1970
FAX
(904) 390-1975

217759



September 29, 2006

Attn: Secretary
Surface Transportation Board
1925 "K" Street NW
Suite 700
Washington DC 20423

RE: Savannah Port Terminal Railroad, Inc. – Petition for Declaratory Order-
Certain Rates & Practices as Applied to Capital Cargo, Inc.
STB Docket No. FD34920

Dear Secretary:

Please find enclosed an original and ten (10) copies of Savannah Port Terminal Railroad's Petition for Declaratory Order. Should you have any questions, please do not hesitate to contact me. A copy has been provided to opposing counsel.

Sincerely,

P. Campbell Ford

Enclosure/
Original Petition (3 volumes)
10 Copies of Petition (3 volumes each)

C: Ron Berry, Esquire (1 copy only)
Thomas Mahoney III, Esquire (1 copy only)

FILED
OCT 0 6 2006
SURFACE TRANSPORTATION BOARD

FEE RECEIVED
OCT 0 6 2006
SURFACE TRANSPORTATION BOARD

ENTERED
Office of Proceedings
OCT 06 2006
Part of
Public Record

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Docket No. FD34920

SAVANNAH PORT TERMINAL RAILROAD, INC.- PETITION FOR DECLARATORY ORDER- CERTAIN RATES AND PRACTICES AS APPLIED TO CAPITAL CARGO, INC.

SUBMITTED ON BEHALF OF SAVANNAH PORT TERMINAL RAILROAD, INC. BY

P. Campbell Ford, Esquire
Florida Bar No. 0480495
Ford, Miller, and Wainer, P.A.
1200 Riverplace Blvd., Suite 600
Jacksonville, FL 32207
904-390-1970 (telephone) 904-390-1975 (facsimile)

VOLUME 1 OF 3

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Docket No. FD34920

SAVANNAH PORT TERMINAL RAILROAD, INC.- PETITION FOR DECLARATORY ORDER- CERTAIN RATES AND PRACTICES AS APPLIED TO CAPITAL CARGO, INC.

Savannah Port Terminal Railroad, Inc. ("SPTR") submits this Petition for Declaratory Order to the Surface Transportation Board ("STB") in order that the STB may consider all matters within its jurisdiction, including the matters referred to it by the Superior Court of Chatham County in the Eastern Judicial Circuit of the State of Georgia, ("State Court") in Civil Action No. CV05-0755-AB, Capital Cargo, Inc. v. Rail Link, Inc., Savannah Port Terminal Railroad, Inc., and Georgia Ports Authority, collectively referred to as "Defendants".

I. REQUEST FOR DECLARATORY ORDER

1. Capital Cargo has incurred outstanding demurrage and related charges in the amount of $149,648.00 from April 1, 2003 through May 31, 2005 and refuses to pay the demurrage on the basis that SPTR did not always provide Capital Cargo with three (3) deliveries per day, despite the lack of any agreement obligating SPTR to do so. As described more fully below, the accrued demurrage during these months was a result of Capital Cargo's original decision to lease an inadequate three-car track in relation to its increasing business

needs, and a sudden influx of cars delivered to Capital Cargo for unloading, among other things more specifically detailed in this Petition.

2. SPTR requests that the STB issue a declaratory order determining that Capital Cargo is prevented from now raising any defenses for nonpayment of demurrage for the months of April 2003 through March 2005 since it failed to satisfy the condition precedent for receiving demurrage relief by failing to submit a written objection to the demurrage charges, and that SPTR's charges for the outstanding demurrage during April 2003 to May 2005 in the amount of $149,648.00 were reasonable, applying the facts of this case.

II. IDENTITY OF PARTIES INVOLVED

3. SPTR is a Georgia corporation with its principal offices in Chatham County, Georgia. SPTR operates as a rail carrier performing switching operations on approximately twenty-three (23) miles of track at the Georgia Port Authority's ("GPA") terminal area in Garden City, Georgia, that is commonly referred to as the Savannah Port (hereinafter "Port"). SPTR has managerial and other services provided by contract through an affiliated company, Rail Link, Inc. ("Rail Link"), which company is also mentioned in some of the evidence being submitted with this Petition.

4. Capital Cargo, Inc., ("Capital Cargo") is, upon information and belief, a corporation with its principal place of business at Garden City, Georgia, that is engaged in the shipping and terminal business and leases certain facilities at the Port.

5. Kenny Meyer ("Meyer") is the owner and President of Capital Cargo, Inc. and the designated corporate representative of Capital Cargo.

6. William Jasper ("Jasper") is the Corporate Treasurer and designated corporate representative of SPTR.

III. PROCEDURAL HISTORY

7. On May 10, 2005, Capital Cargo filed a Verified Complaint against Defendants in regards to rail service provided to Capital Cargo by SPTR. Many of the issues raised therein have been resolved as a result of a written settlement agreement entered into by the parties on May 19, 2005. **The Verified Complaint is attached hereto as Exhibit "A".** (Only exhibits "D", "G", and "H" of the Verified Complaint are attached as all other exhibits referenced in the Verified Complaint are attached as separate exhibits to this Petition). **The written Settlement Agreement is attached hereto as Exhibit "B".**

8. On July 8, 2005, and pursuant to 49 U.S.C. § 11705, Defendant SPTR filed a Verified Answer and Counterclaim against Capital Cargo, seeking outstanding demurrage charges accrued from April 2003 to May 2005, in the amount of $149,648.00. This claim was not included in the settlement agreement. **The Verified Answer and Counterclaim, without exhibits, is attached hereto as Exhibit "C".** (All exhibits to the Verified Answer and Counterclaim are attached as separate exhibits to this Petition).

9. On July 22, 2005, Capital Cargo filed its First Amended Complaint, adding a fourth count for breach of contract against all Defendants, including its Landlord, GPA. **The First Amended Complaint is attached hereto as Exhibit "D", and SPTR's Answer to same is attached hereto as Exhibit "E".**

10. Pursuant to SPTR's Expedited Motion to Stay and Refer Questions to the STB, **attached hereto as Exhibit "F",** and its Memorandum of Law in Support of the

Motion, **attached hereto as Exhibit "G",** the Georgia State Court entered an Order on December 27, 2005 granting SPTR's Motion to Stay and referring to the STB "questions relating to demurrage charges and the sufficiency of the rail services" finding that they fall within the exclusive primary jurisdiction of the STB. **The Order of Referral is attached hereto as Exhibit "H".**

IV. THE LEASE HISTORY RESULTING IN THE OBLIGATION TO PROVIDE SERVICE

11. On October 1, 1993, GPA and Commercial Services Pacific of South Carolina, Inc. ("Commercial Services") entered into a lease agreement whereby GPA leased certain properties at the Port to Commercial Services for the purposes of handling cargo. This lease was amended on September 19, 1994. **The October 1, 1993 lease and September 19, 1994 Amendment are attached hereto as Exhibits "I" and "J" respectively.**

12. On December 10, 1995, a Second Amendment to Lease Agreement was executed, designating Capital Cargo as the assignee of Commercial Services in regards to the obligations and responsibilities under the lease and amendments. **The Second Amendment to Lease Agreement attached hereto as Exhibit "K".**

13. On June 1, 1998, GPA and SPTR entered into an easement agreement, whereby GPA assigned and SPTR accepted full responsibility for the continued provision of rail transportation services at GPA properties at the Garden City Terminal (hereinafter "Port Terminal") in Chatham County, Georgia. The entire area is contained within the Port area. **The Easement agreement is attached hereto as Exhibit "L".**

14. The end result of the lease and easement agreements was that SPTR began to provide the railcar switching service for the tenants at the Port Terminal, including the delivery and pick-up of railcars to Capital Cargo.

V. OBLIGATION TO ESTABLISH DEMURRAGE AND TARIFFS

15. Pursuant to 49 U.S.C. § 10702, SPTR, as a rail carrier, is mandated to establish reasonable rates and classifications for transportation and service it may provide, and rules and practices on matters related to that transportation or service, and SPTR has done so.

16. Pursuant to 49 U.S.C. § 10746, SPTR, as a rail carrier, is mandated to compute demurrage charges and establish rules related to those charges in a way that fulfills the national needs related to freight car use and distribution and maintenance of an adequate supply of freight cars to be available for transportation of property, and SPTR has done so.

17. There were two applicable demurrage tariffs during this time, as discussed below.

A. THE ORIGINAL GPA TARIFF

18. The applicable demurrage tariff through the February 2005 demurrage charges was the American Short Line Railroad Association Freight Tariff ASLG 6004, issued on September 2, 1994 and effective October 1, 1994 (hereinafter "Original GPA Tariff"). **The Affidavit of William Jasper with the Original GPA Tariff attached as Exhibit "1" is attached hereto as Exhibit "M".** The Original GPA Tariff was in existence and already in effect when Capital Cargo began operations at the Port as a tenant on December 10, 1995 and it continued in effect through its adoption by Capital Cargo.

19. This tariff was initially filed with the Interstate Commerce Commission on behalf of Savannah State Docks Railroad Company, which was the Railroad Company operated by GPA prior to the involvement of SPTR. SPTR subsequently adopted GPA's Tariff, which included demurrage, on June 9, 1998. **The Adoption is attached as Exhibit "2" to Affidavit of William Jasper.**

B. 2005 TARIFF

20. The applicable demurrage tariff as of March 1, 2005 was Savannah Port Terminal Railroad Demurrage Tariff 6001, (hereinafter "2005 Tariff") issued on February 1, 2005. **The 2005 Tariff is attached as Exhibit "3" to the Affidavit of William Jasper.**

21. A copy of the new 2005 Tariff was sent to Capital Cargo on February 3, 2005, to become effective March 1, 2005. **The February 3, 2005 letter transmitting the 2005 Tariff is attached hereto as Exhibit "N".** Capital Cargo acknowledges receipt in Paragraph thirteen (13) of its Verified Complaint. Meyer, the President of Capital Cargo, admitted during his deposition that he was not even aware of the existence of the Original GPA Tariff at the time of its application (P. 21-22). **The Deposition of Meyer is attached hereto as Exhibit "O".** (Only exhibits 3, 4, and 5 of Meyer's Deposition are attached as all other exhibits referenced in the Meyer's Deposition are attached as separate exhibits to this Petition). Meyer provided no explanation for why he was not aware of the Original GPA Tariff when his company, Capital Cargo, was being billed pursuant to said Tariff throughout the lease and the Port facility his company was leasing had received ongoing rail service from SPTR.

VI. ARGUMENTS

22. SPTR provided rail service to Capital Cargo since approximately June 1998 and regularly charged demurrage in accordance with the two tariffs described above. Although Capital Cargo has, in the past, paid demurrage charges assessed by SPTR under the demurrage tariff, Capital Cargo has failed and refused to pay the subject outstanding charges. **The invoices sent to Capital Cargo for the outstanding demurrage accrued, April – May 2003, June – September 2004, and November 2004 – May 2005, are attached hereto as Composite Exhibit "P".**

23. As described below, SPTR's charges to Capital Cargo for demurrage accrued during April 2003 through May 2005 were reasonable. However, and as discussed first, Capital Cargo is pre-empted from even questioning whether or not the demurrage was reasonable for April 2003 through March 2005 or raising any defenses for nonpayment because it failed to file a written objection, a condition precedent for seeking demurrage relief under the Original GPA Tariff and the 2005 Tariff.

A. CAPITAL CARGO FAILED TO SATISFY THE CONDITION PRECEDENT FOR RAISING QUESTIONS REGARDING THE REASONABLENESS OF DEMURRAGE OR DEFENSES FOR NON-PAYMENT FOR THE PERIOD APRIL 2003 – MARCH 2005

24. Where a tariff requires a shipper to present a written claim of objection to demurrage within a certain number of days for demurrage relief, failure to do so pre-empts the shipper from later raising any defenses for non-payment of demurrage. Colorado & Southern Railway Company v. Southwestern Roofing & Sheet Metal Company, 374 F.Supp. 24 (U.S.D.C., W.D. Oklahoma 1974). In such cases, written objection is a condition precedent to receiving demurrage relief. Id.

25. Because Capital Cargo failed to submit a written objection to demurrage charges from April 2003 though March 2005, as required under both applicable tariffs for receiving demurrage relief, Capital Cargo may not now claim defenses for nonpayment of demurrage or receive demurrage relief for this two (2) year period of time.

26. In Colorado & Southern Railway Company, the Court sustained the Plaintiff's Motion for Summary Judgment where the tariff provided for demurrage relief upon written notice to the railroad within thirty (30) days after the date on which the demurrage bill was rendered, and Defendant, although alleging that it gave oral notice, failed to comply with the written notice requirement. The Court found that the filing of the claim in accordance with the tariff provisions is a condition precedent to obtaining relief and that Defendant was therefore precluded from asserting its 'weather interference' defense. *Id. at P. 26.*

27. Like the tariff applied in Colorado & Southern Railway Company, both Tariffs in the instant case require a written objection be presented to the rail carrier stating the conditions for which demurrage relief was sought within a specified number of days after the demurrage invoice was received.

28. By alleging that SPTR was required to make three (3) deliveries per day for Capital Cargo and should not have charged demurrage when unable to do so, Capital Cargo is seeking demurrage relief for railroad error. Item 1435 of the Original GPA Tariff states that in cases of railroad error,

> "[D]emurrage charges assessed and billed will not be relieved under this item unless claim is presented, in writing, to this railroad within ninety (90) calendar days after date on which demurrage bill is rendered, stating the conditions for which relief is claimed."

Id. (Emphasis added). Capital Cargo never provided a written objection within ninety (90) days, or ever for that matter, for the demurrage charges from April 2003 through March 2005. This fact also prevents Capital Cargo from receiving demurrage relief under any of the other permissible reasons detailed in the Original GPA Tariff since these other reasons require Capital Cargo to provide a written objection within an even shorter timeframe: thirty (30) days. *See Original GPA Tariff, Items 1405-1420.*

29. The 2005 Tariff has a similar requirement,

> "[I]n order to be allowed demurrage relief as indicated, a claim must be presented to Savannah Port Terminal Railroad in writing no later than 15 days following the month in which the bill was issued, stating fully the conditions for which relief was claimed."

Item 809, 2005 Tariff. (Emphasis Added). Further, the 2005 Tariff states that relief will be granted only for railroad error and weather interference. *Id.*

30. Accordingly, Capital Cargo was required to provide SPTR with written objection to any of the demurrage charges accrued under both Tariffs in order to be entitled to demurrage relief. Just as the Defendant in Colorado & Southern Railway Company failed to provide written objection for the demurrage charges subject to the Motion for Summary Judgment, Capital Cargo failed to provide SPTR with written objection, as mandated by the subject Tariffs, for all outstanding demurrage charges through March 2005. Finally, just like the Defendant in Colorado & Southern Railway Company, Capital Cargo is barred from raising any defense for nonpayment of demurrage because it failed to satisfy the condition precedent for being entitled to receive demurrage relief. This necessarily includes any issues raised regarding the alleged number of deliveries Capital Cargo now claims it was entitled to, which SPTR hotly disputes.

SUMMARY

The total amount in outstanding demurrage for the months of April 2003 through March 2005 is $109,818.00. Since Capital Cargo did not object to these charges as required under the applicable Tariffs, Capital Cargo is now preempted from challenging these charges or raising any defenses for nonpayment. As such, SPTR is automatically entitled to receive this amount in outstanding demurrage. On this basis, the STB should enter a declaratory order finding that Capital Cargo cannot challenge the demurrage for these months and that SPTR is entitled to $109,818.00 in outstanding demurrage, exclusive of costs and interest, for April 2003 through March 2005 as well as finding that SPTR is entitled to costs and interest accrued.

B. THE OUTSTANDING DEMURRAGE ASSESSED TO CAPITAL CARGO WAS REASONABLE

31. As discussed above, the only demurrage charges Capital Cargo is even permitted to question are for the months of April and May 2005 since Capital Cargo did not provide a written objection for demurrage relief for the prior months' demurrage. The outstanding demurrage for April and May 2005 is $42,320.00.

32. In the event, however, that the STB does not find that Capital Cargo is pre-empted from challenging the reasonableness of the outstanding demurrage charged for April 2003 through March 2005 due to its failure to provide a written objection, then SPTR alternatively submits and requests that the STB issue a declaratory order determining that the demurrage charged for the entire period, April 2003 through May 2005, was reasonable. Without waiving its argument that Capital Cargo failed to provide written objection as discussed *supra*, SPTR addresses the reasonableness of the demurrage below.

33. As the Georgia Court noted in its Order referring this matter to the STB, Capital Cargo argues that "the issue is not whether SPTR has to make three (3) deliveries, but rather whether it can legally charge demurrage when it fails to do so in an effort to increase profitability of its business". *See Page 5 of the Georgia Court's Order attached hereto as Exhibit "H".*

34. It should first be noted that the written lease does not require three (3) deliveries per day, which is likely the reason that Capital Cargo and resultingly, the Court, have acknowledged that this is not the issue. Absent any agreement to make three (3) deliveries per day or not to charge demurrage when unable to make three (3) per day, SPTR is required to charge demurrage in accordance with the applicable tariffs, which is exactly what SPTR did1. Specifically, Capital Cargo's demurrage accrued when cars were not delivered within the forty-eight (48) hour grace period. Meyer even admitted in his deposition that this was also his understanding. (P. 26).

35. As established in the Affidavit of Jim Bulone, although Capital Cargo paid demurrage previously, it began refusing to pay demurrage as of the April 2003 charges. **The Affidavit of Jim Bulone is attached hereto as Exhibit "Q".**

36. In the past, when timely requested, SPTR generally provided Capital Cargo with three (3) deliveries per day. SPTR always provided three (3) deliveries when it was able to accommodate the requests. The three (3) deliveries per day were requested by Capital Cargo due to its short three (3) car track. Even though more cars were generally available for delivery by SPTR, Capital Cargo could only accept three (3) at a time. Capital Cargo would

---

1 The Settlement Agreement entered into between SPTR and Capital Cargo on May 19, 2005, which is Exhibit "B", ultimately provided for SPTR to make three (3) deliveries per day under specifically detailed circumstances and failing to do so prevents SPTR from charging demurrage. This Settlement Agreement

have to unload the three (3) cars then request three (3) more. This was the regular process. On the occasions when SPTR was unable to accommodate the requests and provide three (3) deliveries per day, it was only due to heavy rail car traffic and resulting rail car congestion at the terminal. *See Bulone's Affidavit, ¶ 8.*

37. Capital Cargo did not dispute the issue of terminal congestion in the underlying action, despite full opportunity to do so during the lengthy deposition of Meyer who, as previously noted, appeared as the corporate representative. Capital Cargo also failed to provide any evidence to the contrary in its initial Verified Complaint (Exhibit A) and subsequently filed First Amended Complaint (Exhibit D).

38. As noted above in the referring Court Order, Capital Cargo argued to the Georgia Court that it did not receive three (3) deliveries as Rail Link was increasing its profitability and servicing new customers. There is no substantive evidence to support this argument. All railcars delivered to the terminal must ultimately be hauled to the designated customers at the Port. This is the obligation of SPTR pursuant to the easement discussed above. SPTR has no control over the deliveries to the terminal as this is a result of port customers ordering delivery of their needed products. This necessarily leads to congestion at the terminal from time-to-time. *See Affidavit of Bulone, ¶ 9.*

39. In the event of congestion at the terminal, as in any railroad operation, SPTR has elected in the past to prioritize deliveries to customers with large facilities and larger tracks that can accommodate the delivery of greater numbers of railcars. For example, one customer at the Port had and continues to have the ability to receive more than forty (40) railcars on a single delivery. This prioritizing clears the terminal congestion and enhances

---

was not in place at the time the subject demurrage charges accrued.

the flow of railcars through the terminal to the benefit of all customers including Capital Cargo. *See Affidavit of Bulone, ¶ 10.* These decisions by SPTR to clear congestion did not increase profitability. *See Affidavit of Bulone, ¶ 11. (Emphasis added).* Moreover, it was never at the expense of making at least one (1) delivery , if not two (2) or more, per day to Capital Cargo. One delivery per day was infrequent. When it did occur, it only occurred when the Port was unusually busy. *See Affidavit of Bulone, ¶ 11.*

40. Capital Cargo's allegation of increased profitability, in addition to being without factual basis, ignores terminal congestion issues and the obligation of SPTR to deliver all railcar traffic to all port customers. SPTR does not increase its profit when it decides it is more efficient to clear a congested terminal by gathering and delivering forty (40) railcars instead of performing another three (3) railcar delivery to Capital Cargo. *See Affidavit of Bulone, ¶ 12.* Capital Cargo's allegation also ignores the general concern of SPTR, as well as any railroad company, to maintain the regular flow of commerce at the port. If, as Capital Cargo postures, SPTR halted its efforts to clear congestion at the terminal to deliver three (3) more railcars to Capital Cargo and the congestion worsened, then Capital Cargo's next delivery would suffer as well as all other deliveries to all other customers at the port. *See Affidavit of Bulone, ¶ 12.* In short, Capital Cargo's argument that SPTR received extra profit when three (3) deliveries were not made is a meritless, general allegation made without appreciation of the need to maintain the regular flow of commerce and rail traffic through the Port.

NEW CUSTOMERS

41. The second argument of Capital Cargo that is directly related to the "profitability" argument mentioned in the referring Court Order, is the allegation that SPTR had new customers. Just like the first argument, there is no factual support for it. Mr. Meyers testified in his deposition (attached as Exhibit O) that he saw SPTR engines presumably heading in a direction inconsistent with deliveries to Port customers. *See Meyer's Deposition, P.41.* Meyers alleges he would call the office and learn he did not get three (3) deliveries so he concluded SPTR had new customers.2 This is the full extent of the factual basis for the argument presented to the Superior Court in Georgia. This argument is conclusory and also has no merit. Most importantly, it has no relation to Port deliveries.

42. At the Savannah port, the customers are located along approximately twenty-three (23) miles of track. SPTR is not permitted by Federal Regulations to travel outside this twenty-three (23) miles of track and there were no new customers along these tracks from November 1, 2004 through May 2005 when the majority of the demurrage accrued. During the earlier portion of the period of time in question, from April 1, 2003 to November 1, 2004, SPTR actually had two (2) additional customers that stopped using the Port rail services. See Affidavit of Bulone, *¶13 & 14.*

43. As a result, not only did SPTR not have any new customers as alleged by Capital Cargo, but SPTR actually lost two (2) customers. *See Affidavit of Bulone, ¶14.*

---

2 Meyer failed to explain how he would already know during the day that he would not receive three (3) deliveries by the end of the day. If it was after the close of the business day, then a train allegedly heading elsewhere was irrelevant.

Jasper also testified in his deposition, **attached hereto as Exhibit "R"**, that he was unaware of any new customers during the applicable timeframe. Id. at P. 158.

Thus, there were no new customers that were a cause of the subject demurrage charges because there were not even any new customers. Perhaps more importantly, on the unusual occasion that SPTR sought and received permission to travel along railroad tracks owned by other companies outside the Port area, it was exclusively for the purpose of servicing Port customers, not new customers, and the regular railcar service provided at the Savannah Port was not affected at all. *See Affidavit of Bulone, ¶ 13. (Emphasis Added).*

44. Golden Isles Terminal Railroad, Inc. ("Golden Isles") is a separate, wholly-owned corporation of Rail Link, Inc. Golden Isles performed under a separate contract servicing the CSX Intermodal Facility in the Savannah area. These trains regularly traveled in a direction different from the direction of Port travel. The engines used by SPTR and Golden Isles are painted the same since the engines reflect the uniform coloring of Rail Link, Inc. that is used throughout the country. *See Affidavit of Jasper, ¶11.*

45. The crews used by Golden Isles were separate. On the unusual occasion that SPTR traveled outside the Port area with special permission from the track owners, a crew that normally handled the Port railcar traffic could have been used so that Meyer recognized the crew as he testified. On those unusual occasions, the regularly provided equipment and crew remained at the Port area. Meyer saw the Golden Isles engines with the same coloring, not the SPTR engines, on a regular basis. Regardless, service was never disrupted at the Port. *See Affidavit of Jasper, ¶12.* Meyers' testimony to the contrary failed to account for the existence of the Golden Isles railroad service and the fact there was always an engine and

crew at the Port providing service to all customers including Capital Cargo. At best, his testimony on new customers is speculative. As established by the evidence discussed above, the testimony of Meyers is completely inaccurate.

46. In summary, not only were there no new customers as Capital Cargo alleges, but the assertion by Meyers that SPTR's engines were purportedly heading in the wrong direction had no effect on the railcar service to Port customers including Capital Cargo. What Mr. Meyer observed was a separate company, Golden Isles, operating under a separate contract, that used the uniform company colors for engines providing service to the CSX Intermodal Facility located in a different area of Savannah. As a result, there is no factual basis for Meyer's unfortunate assumption that SPTR was increasing its profit and servicing other new customers to the detriment of Capital Cargo. The equipment and personnel provided by SPTR at the Port were never altered. The assumption that there were new customers is inaccurate and deliveries were not affected at the Port even if Meyers is to be believed.

47. Since SPTR charged demurrage in accordance with the applicable tariffs, which, like the lease in question, mention nothing about not charging demurrage when unable to make three (3) deliveries per day, the STB should not even have to consider any additional information to determine that Capital Cargo is responsible for all of the outstanding demurrage charges. However, there were additional factors, not attributable to SPTR, that affected the amount of demurrage accrued by Capital Cargo. As indicated below, some of these factors affected the entire period at issue as others were applicable only during 2005.

1. THROUGHOUT THE PERIOD FROM APRIL 2003 THROUGH MAY 2005, CAPITAL CARGO CONTINUED LEASING AN INADEQUATE 3-CAR TRACK DESPITE ITS INCREASING BUSINESS NEEDS

48. Capital Cargo continued to utilize a short three-car track, despite its increasing business needs. The bottom line is that a three-car track was just not adequate to handle the number of railcars Capital Cargo received. The fact that Capital Cargo has now leased a new facility with a thirteen (13) railcar track recognizes the true problem with this dispute. At any time, Capital Cargo could have leased a larger track that could accommodate its growing needs or, in the alternative, hauled off its rail cars to a different loading facility, which is exactly what Capital Cargo finally did in May 2005 when it leased the thirteen (13) car track loading facility. *See Meyer's Deposition, P. 10 & 137-139.*

2. IN FEBRUARY 2005, CAPITAL CARGO HAD A SUDDEN AND UNEXPECTED INFLUX OF RAIL CARS

49. The problem in trying to accommodate Capital Cargo's demanding business needs with a short three-car track was only exacerbated by a sudden influx of cars received by Capital Cargo for delivery and unloading in approximately February 2005. Throughout the years, Capital Cargo usually had five (5) to ten (10) cars in the yard at any given time, waiting for delivery and unloading. *See Affidavit of Bulone,* ¶ *6.* This influx brought in additional cars, which only further backed up its cars, especially in light of the fact that Capital Cargo's three-car track could not even handle its normal deliveries. *See Meyer's Deposition, p. 86-87.* Mr. Meyers testified that he believed the influx was approximately 30-35 unexpected cars in addition to Capital Cargo's normal load. *See Meyer's Deposition, p. 88.* It is certainly worth mentioning that choosing to save money by leasing an inadequate

facility and short track that could not grow with its business needs is not the fault of SPTR, nor should SPTR be responsible for the consequences.

50. Of additional importance is that Capital Cargo has failed to address how it would not have incurred additional demurrage upon the sudden delivery of these additional railcars, even if it had been receiving three (3) deliveries per day. At the time, SPTR offered to make extra crews available to Capital Cargo, yet Capital Cargo refused to pay for these crews, thus contributing further to the resulting demurrage charges. In addition, SPTR offered to deliver at expanded delivery times. Capital Cargo refused to work later in the evening or on weekends. *See Affidavit of Bulone, ¶15.* The new Settlement Agreement reached after the subject demurrage charges were incurred gave SPTR expanded hours through early access for the first delivery.

3. IN MAY 2005, CAPITAL CARGO WAS PLACED ON A CASH ONLY BASIS

51. Finally, as a result of Capital Cargo's failure to pay the demurrage owed for over two (2) years, Capital Cargo was placed on a cash-only basis on May 5, 2005. Capital Cargo was required to pay the demurrage owed on the three (3) railcars currently on its tracks before SPTR hauled away the three (3) empty railcars and delivered three (3) new railcars. *See Affidavit of Jim Bulone, ¶ 16.* **A copy of the May 5, 2005 correspondence is attached hereto as Exhibit "S".** As Meyer testified in his deposition, Capital Cargo understood that it had the option of paying the demurrage bills incurred on the three railcars so they would not be held up, but Capital Cargo still refused to do so. (P. 112). This was despite Meyer's understanding that three (3) more railcars would be delivered upon doing so. (P. 85). Capital

Cargo's failure to pay the nominal demurrage for the three (3) railcars prevented other cars from being delivered and further exacerbated the problem.

SUMMARY

Capital Cargo waived any defenses it had for failing to pay the demurrage that accrued between April 2003 through March 2005 when it failed to provide a written notice of objection pursuant to the Original GPA Tariff and the 2005 Tariff. When Capital Cargo finally provided written objection, Capital Cargo argued to the Superior Court of Georgia that the issue was the increased profitability of SPTR when three (3) deliveries per day were not made. As detailed above, this argument was unsupported by any facts and SPTR did not profit upon failing to provide three (3) deliveries per day. The speculation by Capital Cargo that SPTR had new customers, an offshoot of the "increased profitability" argument, also proved to be unfounded. The truth that Capital Cargo so clearly wants to hide is the fact that its business outgrew its short track facility at the Port necessitating the move to its new thirteen (13) car track facility. Complaining about rail service potentially relieves Capital Cargo of the obligation to pay demurrage rightfully accrued.

SPTR made every attempt to accommodate Capital Cargo, including even meeting to discuss the demurrage owed in an attempt to clarify and resolve the situation without litigation. SPTR was not obligated to provide Capital Cargo three (3) deliveries per day, so Capital Cargo's refusal to pay demurrage on this basis is unreasonable. SPTR charged demurrage as it always had. The demurrage accrued was not attributable to any error of SPTR. Instead, demurrage accrued as a result of back-up created by increases in Port traffic that were compounded by Capital Cargo's three-car track, which was inadequate to handle its

growing business needs. Capital Cargo's continued refusal to pay demurrage owed, an unexpected and sudden influx of cars to Capital Cargo, and Capital Cargo's refusal to expand its hours or retain extra crews necessary for additional unloading are all issues that lay at the feet of Capital Cargo. SPTR is not responsible for the conditions attributable to Capital Cargo, particularly its initial decision to lease a less expensive loading facility that could not accommodate its increased business needs. The demurrage accrued by Capital Cargo was properly charged by SPTR and did not result from railroad error. As a result, the STB should issue a declaratory order determining such. Accordingly, SPTR is entitled to receive $109,818.00 in demurrage plus costs and interest for the period of April 2003 through March 2005. SPTR is also entitled to receive $42,320.00, plus costs and interest, in outstanding demurrage for April and May 2005.

VERIFICATION

I, P. Campbell Ford, declare under penalty of perjury that the foregoing is true and correct and that that he is qualified and authorized to file this pleading. Executed on September 29th, 2006.

P. Campbell Ford, Esq.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been furnished to Secretary, Surface Transportation Board, 1925 "K" Street NW, Suite 700, Washington DC 20423, via United Parcel Service, and Ronald C. Berry, Esquire, Attorney for Capital Cargo, Inc., P. O. Box 10223, Savannah, Georgia 31401 via U.S. Mail this 29th day of September 2006.

P. Campbell Ford, Esq.
Florida Bar No. 0480495
Ford, Miller, and Wainer, P.A.
1200 Riverplace Blvd., Suite 600
Jacksonville, FL 32207
904-390-1970 telephone
904-390-1975 facsimile
Attorneys for Defendants Rail Link, Inc., and Savannah Port Terminal Railroad, Inc.

IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

RECEIVED FOR RECORD
25 MAY 10 PM 4:10
DANIEL W. MASSEY
CLERK
SUPERIOR COURT GA.

CAPITAL CARGO INCORPORATED,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO. SW25-C75548
	)	
RAIL LINK, INC.,	)	
SAVANNAH PORT TERMINAL	)	
RAILROAD, INC.,	)	
and	)	
GEORGIA PORTS AUTHORITY,	)	
	)	
Defendants.	)	

VERIFIED COMPLAINT

Plaintiff states its verified complaint as follows:

1.

Plaintiff is engaged in the shipping and terminal business and it leases certain facilities located at 250 Brampton Road, Garden City, Georgia ("property"). (Attached respectively as Exhibits "A", "B" and "C" are original lease, first amendment and second amendment pursuant to which Plaintiff leases the property ("lease").).

2.

Defendant Rail Link, Inc. ("Rail Link") is shown on information and belief to be a Virginia Corporation qualified and doing business in Georgia and more specifically in Chatham County, Georgia from which this claim arises and where on information and belief an office is maintained. Rail Link is therefore subject to the jurisdiction of this Court and may be served through its registered agent in Georgia, CT Corporation System.

3.

EXHIBIT A

Savannah Port Terminal Railroad, Inc. ("SPTR") is shown on information and belief to be a Georgia Corporation with principal offices located in Chatham County, Georgia and is subject to the jurisdiction of this Court. SPTR may be served through its registered agent, CT Corporation Systems.

4.

Defendant Georgia Ports Authority ("GPA") is a pubic corporation, and an agency or department of the State of Georgia under the State Tort Claims Act. As such GPA has waived sovereign immunity as to actions ex contractu for breach of written contracts pursuant to O.C.G.A. §50-21-1. GPA owns and operates a rail and maritime terminal in Chatham County, Georgia, leases the property in issue to Plaintiff and is subject to the jurisdiction of this Court. GPA may be served through its executive director, Douglas J. Marchand.

5.

Venue is proper in this Court as all Defendants operate their businesses in Chatham County, Georgia where the property in issue is located and from which all claims arise.

6.

Plaintiff receives and ships rail cargo from the leased property. Without rail service, the sole purpose of the lease will fail. Article 3 of the lease provides:

> Lessor [GPA] agrees to provide rail service to the Premises . . .

In Article 14(B) GPA further promises:

. . .[To] carry out and
perform all covenants to be
performed by it hereunder.

7.

From the inception of Plaintiff's business at the property in 1995, GPA would provide rail service pursuant to the lease by delivering and picking up railcars from the property within a reasonable period of time, usually within hours of Plaintiff's request. The service would be performed on as many occasions during any given day, week or month as Plaintiff requested. Plaintiff on virtually every occasion would in turn promptly load or unload the cargo and deliver the rail car back to the GPA within 48 hours of initial receipt so as to successfully avoid the incurrence of demurrage or other charges due to delays. GPA and Plaintiff have a long, proven and successful working relationship.

8.

When more than three rail cars arrived at the GPA terminal for delivery to Plaintiff, the GPA would hold the excess cars off-site but available within two hours upon Plaintiff's call and makes up to three to four deliveries a day if necessary. GPA would not treat the rail car as delivered to Plaintiff for purposes of demurrage calculations or any other delay charges until the rail car was actually delivered to the property.

9.

On information and belief GPA then sold, leased or otherwise assigned ownership and/or operating rights to all railways at the Savannah terminal to Rail Link and SPTR. Plaintiff was never given any disclosure or explanation of the terms of this transaction

and never agreed to assign or otherwise modify GPA's leasehold obligations as a result of this transaction. Similarly, Plaintiff has never been given any explanation for the relationship between Rail Link and SPTR. For instance, invoicing and a February, 2005 tariff are issued in Rail Link's name while correspondence may be issued in either Rail Link's or SPTR's name. For purposes of the rail service provided to the property which is currently in issue, Plaintiff contends both Rail Link and SPTR are equally responsible for all material acts and omissions.

10.

Rail Link/SPTR subsequently took over the railway operations and began providing the rail service to the property. However, Rail Link/SPTR eventually began to delay the delivery and pick up for the rail cars from the property. By 2000 Plaintiff and Rail Link/SPTR were disputing demurrage fees charged by Rail Link/SPTR for delays caused by Rail Link/SPTR's failure to promptly respond to Plaintiff's requests for deliveries. (Attached as Exhibit "D" is 5/2/00 fax from Plaintiff to Rail Link/SPTR discussing the problem.).

11.

Even so demurrage charges never ran over $4,000 for any given month (5/03) until 2005. At this point Rail Link/SPTR began to hold large numbers of rail cars at the GPA terminal destined for the property, refusing to deliver the cars and instead wrongfully charging demurrage. In January, 2005, Rail Link/SPTR charged $2,890 in demurrage. In February, $50,400 was charged. And in March, $41,880 was charged.

12.

Each and every rail car delivered to the GPA terminal was requested by Plaintiff for delivery to the property as soon as availability could be secured by Rail Link/SPTR. All rail cars actually delivered to the property were promptly loaded or unloaded and returned to Rail Link/SPTR usually within 30 minutes during working hours and no longer than 2 hours and no longer than 2 hours. Therefore, Plaintiff has not incurred any demurrage and should not be charged any demurrage.

13.

On February 3, 2005 Plaintiff received its first copy of a tariff published by Rail Link effective March 1, 2005. (Attached as Exhibit "E"). Pursuant to this tariff Rail Link/SPTR attempts to charge demurrage from date of "actual placement" defined as "an accessible position for loading or unloading or at a point designated by [Plaintiff]". Only if the "car cannot be actually placed because of a condition attributable to [Plaintiff]" can Rail Link/SPTR temporarily place the car off-site, and after giving notice begin to calculate demurrage time for purposes of demurrage charges.

14.

Even though Plaintiff had never seen nor heard of this tariff prior to February, 2005, Plaintiff denies that any demurrage is due or owed under the terms of this tariff. All delays were caused by Rail Link/SPTR's inability and refusal to promptly deliver and pick up the rail cars. On information and belief, Plaintiff's experience with Rail Link/SPTR is no different than other customers at the GPA Savannah terminal who are dependent on Rail Link/SPTR for similar services.

15.

On May 5, 2005 Rail Link/SPTR informed Plaintiff it would not deliver any future rail cars to the property unless and until demurrage charges for each car so delivered were paid in advance thus effectively shutting down Plaintiff's business at the property. (Attached as Exhibit "F".).

16.

Plaintiff immediately placed GPA on written notice of the resulting default under the lease. (Attached as Exhibit "G".).

17.

Rail Link/SPTR is currently holding over 25 rail cars for delivery to the property until approximately $11,000 in demurrage fees are paid in advance.

18.

Rail Link/SPTR has also verbally informed Plaintiff it is obligated to make only one three-car delivery to the property per day.

19.

Plaintiff is therefore now paying $13,500 in monthly rent to GPA for a rail operated facility with over 20 employees which has no rail service. GPA has refused to intervene to restore the rail service. May rent is currently due. (Attached as Exhibit "H" is May 9, 2005 letter from GPA.). If GPA were to initiate dispossessory proceedings and Plaintiff were to lose possession of the property, the full extent of adverse consequences would be difficult if not impossible to quantify.

COUNT ONE
DECLARATORY JUDGMENT

20.

Paragraphs 1-19 are replead.

21.

Plaintiff is currently faced with a legal dilemma. Rail Link/SPTR has effectively frozen all operations. Payment of demurrage would constitute a waiver of Plaintiff's right to deny all demurrage obligations. Third-party customer rights are being severely damaged as it is their cargo being frozen. Meanwhile demurrage charges are continuing to escalate and Plaintiff must either pay the rent thus waiving its rights to rail service under the lease or risk dispossessory proceedings for failure to pay the rent.

22.

While facing these decisions, Plaintiff has absolutely no information as to the terms of the transaction pursuant to which Rail Link/SPTR took over rail operations at the GPA terminal, and thus does not know what, if any, lease obligations Rail Link/SPTR agreed to undertake on behalf of GPA.

23.

This present controversy represents both an actual and justiciable controversy authorizing this Court to declare the rights of the respective parties under the lease and any related agreements pursuant to which the property receives rail service.

24.

Plaintiff also seeks temporary and preliminary injunctive relief ordering the restoration of rail service to the property and the escrow of any future rental payments to GPA into the Court registry until final declaratory relief can be obtained.

COUNT TWO AGAINST
RAIL LINK AND SPTR FOR ACTUAL DAMAGES

25.

Paragraphs 1-24 are replead.

26.

Rail Link/SPTR has illegally and unlawfully asserted possession and control over rail cars and cargo which are the rightful possession of Plaintiff. Rail Link/SPTR continues to tortiously assert possession over these cars in an illegal and unlawful effort to collect demurrage to which Rail Link/SPTR is not entitled.

27.

Plaintiff seeks all damages proximately caused by Rail Link/SPTR's tortious conduct.

28.

Plaintiff seeks temporary, preliminary and permanent injunctive relief against Rail Link/SPTR to enjoin the continuance of this tortious conduct.

COUNT THREE
ATTORNEY'S FEES AND PUNITIVE DAMAGES
CLAIM AGAINST RAIL LINK AND SPTR

29.

Paragraphs 1-28 are replead.

30.

Rail Link/SPTR has acted in bad faith and caused unnecessary trouble and expense authorizing the award of reasonable attorney's fees.

31.

Rail Link/SPTR has acted intentionally and/or with reckless disregard for the rights of Plaintiff and its customers for which the award of punitive damages is authorized in an amount to be determined by the enlightened conscience of the jury.

WHEREFORE, Plaintiff prays:

(A) That process be issued and Defendants be served according to the law and so required to answer this verified complaint;

(B) That Plaintiff be awarded temporary and preliminary injunctive relief to immediately restore rail service to the property and enjoin Rail Link/SPTR from future tortious conduct;

(C) That GPA be temporarily and preliminarily enjoined from breaching the lease pending final declaratory relief;

(D) That Plaintiff have judgment jointly and severally against Rail Link and SPTR for all damages proximately caused;

(E) That Plaintiff recover reasonable attorney's fees against Rail Link and SPTR;

(F) That Plaintiff recover punitive damages against Rail Link and SPTR separately in an amount to be determined by the enlightened conscience of a jury;

(G) For trial by jury of twelve; and,

(H) For any and all other relief this Court deems proper and equitable.

This 10th day of May, 2005.

Ronald C. Berry
Georgia Bar Number 055655
Attorney for the Plaintiff

RONALD C. BERRY, P.C.
Post Office Box 1023
Savannah, GA 31412

EXHIBIT D

Capital Cargo 250 Brampton Road, Garden City, GA 31408

FAX

Date: 5.2.2000

Number of pages including cover sheet: 2

To: MR ED JENKINS

Phone: (912) 964-9004

Fax phone: (912) 964-7119

CC:

From: Steve McCarthy

Phone: 912-964-2622

Fax phone: 912-964-0858

REMARKS: ☐ Urgent ☒ For your review ☐ Reply ASAP ☐ Please comment

PLEASE NOTE ATTACHMENT SHOWING WORK DONE BY C.C.I THE WEEK OF 4-10 THRU 4-14. IF CAPITAL CARGO AVERAGED THEIR NORMAL RAIL PRODUCTION WE WOULD HAVE GAINED TWENTY FOUR DAYS IN OUR FAVOR WITH CREDITS. THIS WOULD HAPPEN ONLY WORKING TWO CARS ON 4/13, ADDING AN ADDITIONAL NINE CARS THAT ARRIVED ON 4-13 AT 0231 CAPITAL CARGO SHOULD HAVE ACHIEVED A NET GAIN OF 38 DAYS credit FOR THAT WEEK. PLEASE REVIEW THIS INFORMATION AND FEEL FREE TO CONTACT ME IF YOU HAVE ANY QUESTIONS.

THANK YOU

WEEK OF 4-10 THRU 4-14 ONLY

ON PORT	CAR #	PLACED	PULLED	DEM	SHOULD HAVE WORKED BY	LEAD DEM
4-7 (1800)	SOU 18347	4-10	4-11	0	4-10	-1
4-7 - "	NS 453757	4-10	4-11	0	4-10	-1
4-7 - "	NS 453019	4-10	4-11	0	4-10	-1
4-7 - "	NS 451078	4-11	4-11	0	4-10	-1
4-7 - "	NS 453788	4-11	4-11	0	4-10	-1
4-8 - (1800)	NS 453784	4-11	4-11	-1	4-10	-1
4-8 (1800)	NS 453738	4-11	4-11	-1	4-10	-1
4-8 (1800)	NS 453703	4-11	4-11	-1	4-10	-1
4-8 (1800)	NS 453710	4-11	4-12	+1	4-11	0
4/11 (0200)	NS 470312	4-12	4-12	0	4-11	-1
4/7 (1800)	NS 453721	4-12	4-12	+1	4-11	0
4/11 (0200)	NS 453903	4-12	4-12	0	4-11	-1
4/11 (0200)	NS 451199	4-12	4-12	0	4-11	-1
4/11 (0200)	NS 451340	4-12	4-12	0	4-11	-1
4/11 (0200)	NS 454269	4-12	4-12	0	4-11	-1
4/11 (0200)	NS 453068	4-12	4-12	0	4-11	-1
4/11 (0200)	NS 450448	4-12	4-12	0	4-11	-1
4/11 (0200)	NS 470485	4-13	4-13	+1	4-12	0
4/11 (0200)	NS 450389	4-13	4-13	+1	4-12	0
4/13 (0200)	NS 453178 *	4-13	4-13	-1	4-13	-1
4/11 (0200)	NS 453047	4-13	4-13	+1	4-12	0
4/11 (0200)	NS 453067	4-13	4-13	+1	4-12	0
4/11 (0200)	NS 470406	4-13	4-13	+1	4-12	0
4/11 (0200)	NS 470544	4-13	4-14	+2	4-12	0
4/11 (0200)	NS 470501	4-13	4-14	+2	4-12	0
4/13 (0200)	NS 451216	4-14	4-14	0	4-13	-1
				+7		-17

********** -COMM. JOURNAL- ********** DATE MAY-02-2000 ***** TIME 11:12 **** P.1

MODE = TRANSMISSION START=MAY-02 11:10 END=MAY-02 11:12

NO.	COM	SPEED/NTWK	STATION NAME/ TELEPHONE NO.	PAGES	PRG.NO.	PROGRAM NAME
001	OK	@	9647119	001		

-CAPITAL CARGO (912)964-26-

**********(FAX-310 V2.18)* - 91296445519- **********

********** -COMM.JOURNAL- ********** DATE MAY-02-2000 ***** TIME 11:14 **** P.1

MODE = TRANSMISSION START=MAY-02 11:13 END=MAY-02 11:14

NO.	COM	SPEED/NTWK	STATION NAME/ TELEPHONE NO.	PAGES	PRG.NO.	PROGRAM NAME
001	OK	@	9647119	001		

-CAPITAL CARGO (912)964-26-

**********(FAX-310 V2.18)* - 9129644519- **********

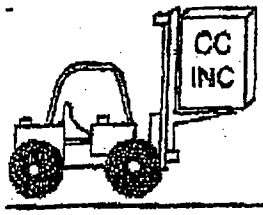


EXHIBIT G

Capital Cargo Incorporated

May 6, 2005

Georgia Ports Authority
Post Office Box 2406
Savannah, GA 31402

ATTENTION: DOUGLAS MARCHAND

Re: Capital Cargo Incorporated
Lease Agreement

Dear Mr. Marchand:

Pursuant to the October 1, 1993 original lease between the Georgia Ports Authority ("GPA") and Commercial Services Pacific of South Carolina, Inc. as amended and assigned to Capital Cargo, Incorporated ("Capital") dated December 10, 1995 (hereinafter "the lease"), notice of default pursuant to Paragraphs 19 and 20 is hereby given. The default consists of GPA's failure to provide "rail service" pursuant to Articles 3 and 14(B) of the lease. More specifically, Rail Link, Inc. has ceased all further rail service to the leased premises unless and until certain demurrage invoices are paid. (Enclosed is May 5, 2005 letter from Rail Link, Inc. confirming cessation of future service.) Capital denies any demurrage owed and demands the immediate restoration of rail service. The failure to provide rail service constitutes a material breach of the lease agreement obviating any future rent obligations.

We look forward to the prompt return of rail service.

Very truly yours,

Kenneth Meyer

Cc: Miriam Thompson

280 BRAMPTON ROAD, GARDEN CITY, GA 31408 • PHONE: (912) 964-2622 • FAX: (912) 964-0654

EXHIBIT H

Georgia Ports Authority

P.O. Box 2406, Savannah, Georgia 31402
(912) 964-3877 Toll Free 800-342-8012 Fax: (912) 966-3615

David A. Schaller
Chief Administrative Officer

VIA: CERTIFIED MAIL, RETURN RECEIPT REQUESTED AND HAND DELIVERY ON MAY 9, 2005

May 9, 2005

Mr. Kenneth Meyer
Capital Cargo Incorporated
250 Brampton Road
Garden City, Georgia 31408

Re: Lease Agreement between Capital Cargo Incorporated and the Georgia Ports Authority

Dear Mr. Meyer:

This is in response to your letter dated May 6, 2005, alleging a default by the Georgia Ports Authority pursuant to the above referenced Agreement.

The Georgia Ports Authority is not in default of the Agreement pursuant to Articles 3 or 14(B) as you suggest by virtue of the fact that the Savannah Port Terminal Railroad Inc. (commonly referred to as "RailLink") is available to provide rail service. It appears that the lack of rail service, or rather the limitation of rail service, is directly related to Capital Cargo's lack of payment to RailLink for rail services rendered.

Since June 1, 1998, RailLink has been providing rail service to the tenants and customers of the Georgia Ports Authority, as well as the Georgia Ports Authority. Tenants, customers and the Georgia Ports Authority have the availability of this Class III common carrier twenty-four hours a day, seven days a week through direct contract with RailLink.

IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

CAPITAL CARGO INCORPORATED,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO
	)	
RAIL LINK, INC. and	)	
GEORGIA PORTS AUTHORITY,	)	
	)	
Defendants.	)	

VERIFICATION

Personally appeared before the undersigned officer duly authorized to administer oaths, Kenneth Meyer, as president and CEO of Capital Cargo, Incorporated who first being dully sworn, deposes and upon oath verifies that the allegations contained in the verified complaint are true and correct to the best of his knowledge and belief.

This ___ day of May, 2005.

CAPITAL CARGO, INCORPORATED.

By: _____

Its: President CEO

Sworn to and subscribed
before me this 10th day of
May, 2005.

_____
Notary Public

NANCY E. ARMSTRONG
Notary Public, Chatham County, GA
My Commission Expires November 29, 2008

To: KENNY MEYER

FORD, MILLER & WAINER, P.A.
ATTORNEYS AT LAW
1200 RIVERPLACE BOULEVARD, SUITE 600
JACKSONVILLE, FLORIDA 32207

P. CAMPBELL FORD
MARK R. MILLER
DAVID S. WAINER, III
NICOLE M. CARLUCCI

TELEPHONE
(904) 390-1970
FAX
(904) 390-1975

May 19, 2005

VIA OVERNIGHT DELIVERY

Ronald C. Berry, P.C.
134 Habersham Square
Savannah, Georgia 31401

Re: Savannah Port Terminal Railroad/Capital Cargo, Inc.

Dear Mr. Berry:

This letter will serve to confirm our agreement on Capital Cargo, Inc.'s ("CCI") Motion For Temporary Restraining Order and the hearing that was scheduled for Wednesday, May 18, 2005. My client, Savannah Port Terminal Railroad, Inc. ("SPTR") has agreed to provide three (3) switches per day of up to three (3) cars under the following terms:

> In order to facilitate three (3) daily switches to CCI, CCI needs to identify the rail cars required in advance, prior to 4:00 p.m. the previous day, so that cars can be switched out and pre-positioned. The Capital Cargo facility would be switched prior to 6:00 a.m. as well as between 8:00 a.m. and 10:00 a.m. and finally between noon and 2:00 p.m. to meet a three (3) switch a day agreement. A switching request must be received from CCI at least one (1) hour prior to the 8:00 a.m. to 10:00 a.m. timeframe and the noon to 2:00 p.m. timeframe confirming that the cars currently on spot at the CCI facility are unloaded and that they are ready for the next switch. For the pre 6:00 a.m. switch, notification must be received by the close of the business day on the prior day. Notification must be by e-mail. In the event that CCI meets the aforementioned terms, then SPTR agrees to provide three (3) switches a day. In the event that CCI meets the following terms and SPTR fails to provide three (3) switches in a day, then for each switch that is not provided a one (1) day credit for demurrage will be provided for each car that was involved in the switch that did not occur, but should have occurred since CCI met the aforementioned terms. In practice, this means that if CCI meets all of the aforementioned terms and SPTR only provides two (2) switches and fails to provide a third switch, then a one (1) day demurrage credit will be provided for each car up to three (3) cars that would have been involved in the third switch that did not occur. If there are only two (2) cars that were supposed to be in the

TO: KENNY MELEE

third switch, then a day of credit for demurrage for two (2) cars will be provided.

In addition to the above terms for the switches, the following terms are part of the agreement. If a switch is to be made in the morning pursuant to the terms described above before the normal opening hours of the CCI facility, then SPTR is authorized to open the gate and open the warehouse. In order to be able to open the gate and the* warehouse, SPTR will be provided with a key that will be different from the key in the possession of CCI to open the gate and the warehouse and CCI shall install a locking system permitting separate access by SPTR and CCI as described above. Separate lock for warehouse only · will set up a single door near the truck dock and will keep alarm off

In the event that it is necessary for SPTR to open the gate and the warehouse, then SPTR shall be responsible for uncoupling one (1) railcar that shall be placed inside the warehouse and the warehouse door shall then be closed and re-locked by SPTR.

Additionally, CCI shall deliver under protest a check in the amount of $8,120.00 for the outstanding demurrage charges currently existing on the seven (7) total railcars remaining, which includes the three (3) already on the property of CCI and the four (4) that are to be delivered under the terms described above. In the event that demurrage charges are incurred in the future by CCI and there is a failure to pay these demurrage charges for sixty (60) days regardless of the amount, then SPTR shall return to a cash only basis for the delivery and pick-up of railcars on which the demurrage charges have not been paid. Under these circumstances, SPTR will deliver railcars under the terms described above, but will not pick them up without the payment of the demurrage charges then outstanding on the railcars delivered.

It is also understood between the parties to this settlement that the Motion for Temporary Restraining Order will be withdrawn and to the extent the issues addressed in the settlement agreement have been resolved, these same issues shall no longer be brought before the Court for injunction purposes. Furthermore, the parties to this contract agree that SPTR is asserting a claim that this Court does not have jurisdiction for the issues involved in this lawsuit and nothing in this settlement agreement shall be construed to alter or otherwise affect SPTR's position on this subject.

The parties further agree that nothing contained herein shall be construed to alter or otherwise affect the terms of the lease agreement between CCI and the Georgia Ports Authority.

The parties further agree that nothing contained herein shall be construed to alter or otherwise affect the terms of the contract agreement between SPTR and the Georgia Ports Authority except to the extent that this agreement describes or otherwise defines the terms of a portion of rail service to be provided to CCI by SPTR.

If these terms are acceptable, please have your client execute this agreement below where indicated and return it to my office for execution by my client. I have provided two (2) copies so each party will have an original.

Sincerely,

P. Campbell Ford

PCF/hjs

As authorized representative of
Capital Cargo, Inc.

As authorized representative of
Savannah Port Terminal Railroad, Inc.

FILED IN OFFICE
2005 JUL -8 PM 2:36
DEP CLK SUPERIOR CT
CHATHAM COUNTY GA

IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

CAPITAL CARGO INC. ,	)	
	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Civil Action No. 05-0755AB**
	)	
	)	
RAIL LINK, INC., SAVANNAH PORT TERMINAL RAILROAD INC., and GEORGIA PORTS AUTHORITY	)	
	)	
	)	
Defendants.	)	
	)	
	)	

VERIFIED ANSWER AND COUNTERCLAIM

COME NOW Defendants Rail Link, Inc. and Savannah Port Terminal Railroad, Inc., (herein after collectively referred to as "Defendants") and file this Answer to the Verified Complaint of Plaintiff, Capital Cargo, Inc., as follows:

FIRST DEFENSE

Defendants expressly allege and reserve the right to prove as a defense that Plaintiff's Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

All matters alleged in Plaintiff's Verified Complaint have previously been settled through a mutual agreement between Plaintiff and Defendants.

THIRD DEFENSE

Defendants expressly allege and reserve the right to prove that all the claims in Plaintiff's Complaint are barred by the defense of accord and satisfaction.

FOURTH DEFENSE

This Court lacks jurisdiction to decide any issues in this action which may arise pertaining to the transportation by a rail carrier pursuant to 49 U.S.C. § 10501. Any such issues must be decided by the Surface Transportation Board, through referral of the particular matters as they relate to Interstate Commerce.

FIFTH DEFENSE

Defendants expressly allege and reserve the right to prove that venue is not proper in this Court in regards to Rail Link.

SIXTH DEFENSE

Subject to and without waiving the foregoing defenses, Defendants respond to the individually numbered paragraphs of Plaintiff's Complaint as follows:

1. Upon information and belief, Defendants admit the allegations in Paragraph 1 of Plaintiff's Complaint.

2. Defendants admit that Rail Link, Inc. ("Rail Link") is a Virginia Corporation, which is qualified to do business in Georgia and that Rail Link is subject to the jurisdiction of this Court. However, Defendants deny that Rail Link does business in Chatham County, Georgia. Defendants also deny that this Court has jurisdiction to decide issues pertaining to transportation by a rail carrier because such issues must be

decided by the Surface Transportation Board pursuant to 49 U.S.C. § 10501 as noted in the Fourth Defense above. Defendants deny any remaining allegations of Paragraph 2.

3. Defendants admit that Savannah Port Terminal Railroad, Inc. ("SPTR") is a Georgia corporation with its principal offices in Chatham County, Georgia. However, Defendants deny that this Court has jurisdiction to decide issues pertaining to transportation by a rail carrier because such issues must be decided by the Surface Transportation Board pursuant to 49 U.S.C. § 10501 as noted in the Fourth Defense above. Defendants deny any remaining allegations of Paragraph 3.

4. Defendants are without knowledge and information sufficient to form a belief as to the truth of the allegations of Paragraph 4, and therefore, deny all allegations of Paragraph 4.

5. In response to the allegations set forth in Paragraph 5, Defendants admit that venue is proper with regards to SPTR, but deny that this Court may decide any issues pertaining to transportation by a rail carrier pursuant to 49 U.S.C. § 10501 as noted in the Fourth Defense above. Defendants deny any additional allegations of Paragraph 5.

6. In response to the allegations set forth in Paragraph 6, upon information and belief, Defendants admit that Plaintiff receives and ships rail cargo from the leased property and that Article 3 and Article 14(B) of the lease attached as Exhibit A to Plaintiff's Complaint reads, in part, as quoted in Paragraph 6. Defendants are without knowledge or information sufficient to form a belief as to the remaining allegations of Paragraph 6 and therefore, deny all remaining allegations.

7. Defendants are without knowledge or information sufficient to form a

belief as to the truth of the allegations of Paragraph 7 and therefore, deny all allegations of Paragraph 7.

8. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8 and therefore, deny all allegations of Paragraph 8.

9. Defendants admit that an easement was entered into on June 1, 1998 whereby Georgia Port Authority assigned to and SPTR accepted responsibility for providing rail services. Defendants deny all remaining allegations of Paragraph 9.

10. Defendants admit that SPTR took over the railway operations and began providing rail service to Plaintiff, but deny that Rail Link took over the railway operations and began providing rail service to Plaintiff. Defendants deny all remaining allegations of Paragraph 10.

11. The demurrage charges that were invoiced to Capital Cargo, Inc. ("Capital Cargo") speak for themselves. Defendants deny the remainder of the allegations set forth in Paragraph 11.

12. Defendants deny the allegations set forth in Paragraph 12.

13. Defendants admit that the SPTR published tariff was sent to and received by Capital Cargo in addition to being published. The published tariff speaks for itself. Defendants deny the remainder of the allegations set forth in Paragraph 13.

14. Defendants deny the allegations set forth in Paragraph 14.

15. Defendants admit that Exhibit F of Plaintiff's complaint was sent to

Capital Cargo as a result of Capital Cargo's failure to pay their bills. Defendants deny all remaining allegations set forth in Paragraph 15.

16. Defendants are without knowledge or information sufficient to form a belief as to the allegations of Paragraph 16 and therefore, deny all allegations of Paragraph 16.

17. Defendants deny the allegations set forth in Paragraph 17.

18. Defendants deny the allegations set forth in Paragraph 18.

19. Defendants deny the allegations set forth in Paragraph 19.

20. Answering Paragraph 20, Defendants incorporate their answers to Paragraphs 1 through 19 set forth above.

21. Defendants deny the allegations set forth in Paragraph 21. All claims set forth in Paragraph 21 have previously been resolved by Defendants and Plaintiff. **A copy of the executed agreement is attached as Exhibit "A".**

22. Defendants deny the allegations set forth in Paragraph 22. All claims set forth in Paragraph 22 have previously been resolved by Defendants and Plaintiff. **See Exhibit "A".**

23. Defendants deny the allegations set forth in Paragraph 23. All claims set forth in Paragraph 23 have previously been resolved by Defendants and Plaintiff. **See Exhibit "A".**

24. Defendants deny the allegations set forth in Paragraph 24. All claims set forth in Paragraph 24 have previously been resolved by Defendants and Plaintiff. **See Exhibit "A".**

25. Answering Paragraph 25, Defendants incorporate their answers to Paragraphs 1 through 24 set forth above.

26. Defendants deny the allegations set forth in Paragraph 26. All claims set forth in Paragraph 26 have previously been resolved by Defendants and Plaintiff. **See Exhibit "A".**

27. Defendants deny the allegations set forth in Paragraph 27. All claims set forth in Paragraph 27 have previously been resolved by Defendants and Plaintiff. **See Exhibit "A".**

28. Defendants deny the allegations set forth in Paragraph 28. All claims set forth in Paragraph 28 have previously been resolved by Defendants and Plaintiff. **See Exhibit "A".**

29. Answering Paragraph 29, Defendants incorporate their answers to Paragraphs 1 through 28 as set forth above.

30. Defendants deny the allegations set forth in Paragraph 30. Furthermore, all claims set forth in Paragraph 30 have previously been resolved by Defendants and Plaintiff. **See Exhibit "A".**

31. Defendants deny the allegations set forth in Paragraph 31. Furthermore, all claims set forth in Paragraph 31 have previously been resolved by Defendants and Plaintiff. **See Exhibit "A".**

DEFENDANTS DENY EACH AND EVERY ALLEGATION IN THE COMPLAINT NOT EXPRESSLY ADMITTED ABOVE AND RESERVE THE RIGHT

TO AMEND THEIR ANSWER TO SUPPLEMENT THEIR DEFENSES, OR TO ADD ADDITIONAL DEFENSES IF FURTHER INVESTIGATION AND/OR DISCOVERY REVEALS THE NEED FOR SUCH AMENDMENTS, SUPPLEMENTS OR ADDITIONS.

COUNTERCLAIM

Defendant, Savannah Port Terminal Railroad, Inc. by and through its undersigned attorneys, files this Counterclaim against Plaintiff, Capital Cargo, Inc., for outstanding demurrage charges and further states:

1. Defendant, Savannah Port Terminal Railroad, Inc. ("SPTR") is a Georgia corporation with its principal offices in Chatham County, Georgia. SPTR operates as an interstate rail carrier on approximately twenty-three (23) miles of tracks at the Georgia Port Authority's terminal facility ("Facility") in Garden City, Georgia, and is subject to the jurisdiction of this Court.

2. Plaintiff, Capital Cargo, Inc., ("Capital Cargo") is, upon information and belief, a corporation with its principal place of business at Garden City, Georgia, that is engaged in the shipping and terminal business, leases certain facilities at the Facility, and is subject to jurisdiction of this Court.

3. This action is being brought pursuant to 49 U.S.C. § 11705(a).

4. Venue is proper in this Court as all parties operate business in Chatham County, Georgia where the property in issue is located and from which all claims arise.

5. On October 1, 1993, Georgia Port Authority ("GPA") and Commercial Services Pacific of South Carolina, Inc. ("Commercial Services") entered into a lease agreement whereby GPA leased certain properties at the Facility to Commercial Services for the purposes of handling cargo, which was amended on September 19, 1994. **(October 1, 1993 lease and September 19, 1994 Amendment attached as Exhibits "B" and "C" respectively).**

6. On December 10, 1995, a Second Amendment to Lease Agreement was executed, designating Capital Cargo as the assignee of Commercial Services in regards to the obligations and responsibilities under the lease and amendments. **(Second Amendment to Lease Agreement attached as Exhibit "D").**

7. On June 1, 1998, GPA and SPTR entered into an easement agreement, whereby GPA assigned and SPTR accepted full responsibility for the continued provision of rail transportation services of GPA properties at the Garden City Terminal in Chatham County, Georgia. **(Easement agreement is attached as Exhibit "E").**

8. Pursuant to the lease and easement agreements, SPTR delivers railcars to the Facility, and then picks up the railcars from Capital Cargo when Capital Cargo unloads and releases them.

9. Railcars are often subject to demurrage charges, which is an amount charged for the delay of railroad cars beyond the time reasonably necessary for their loading and unloading. This charge compensates rail carriers for the expenses incurred when railcars are detained by shippers, and also encourages the prompt return of railcars to the rail network by serving as a penalty for undue car detention.

10. Pursuant to 49 U.S.C. § 10702, SPTR, as a rail carrier, is mandated to establish reasonable rates and classifications for transportation and service it may provide, and rules and practices on matters related to that transportation or service, and SPTR has done so.

11. Pursuant to 49 U.S.C. § 10746, SPTR, as a rail carrier, is mandated to compute demurrage charges and establish rules related to those charges in a way that fulfills the national needs related to freight car use and distribution and maintenance of an adequate supply of freight cars to be available for transportation of property, and SPTR has done so.

12. Between April 1, 2003 and May 31, 2005, Capital Cargo incurred $149,648.00 in tariff and demurrage charges that are due and owing to SPTR. **Copies of invoices for tariff and demurrage charges still outstanding are attached as composite Exhibit "F".**

13. Although Capital Cargo has in the past paid demurrage charges assessed by SPTR under the demurrage tariff, Capital Cargo has failed and refused to pay the subject outstanding charges.

14. Capital Cargo has acted in bad faith and been stubbornly litigious in refusing to pay these past demurrage charges and has forced SPTR to file this Counterclaim and incur attorney's fees and expenses.

WHEREFORE, Defendant Savannah Railroad prays for judgment against Plaintiff Capital Cargo in the amount of $149,648.00, together with interest, costs, attorney fees, and other and further relief as this Court deems appropriate.

Respectfully submitted this 21st day of July, 2005.

Glen Darbyshire, Esq.
Georgia Bar No. 205210
Rob Kelly, Esq.
Georgia Bar No. 413059

Inglesby, Falligant, Horne, Courington
& Chisholm, P.C.
17 W. McDonough Street
P.O. Box 1368
Savannah, GA 31402
912-232-7000 telephone
912-238-0286 facsimile

P. Campbell Ford, Esq.
Florida Bar No. 0480495
(Admitted Pro Hac Vice)

Ford, Miller, and Wainer, P.A.
1200 Riverplace Blvd., Suite 600
Jacksonville, FL 32207
904-390-1970 telephone
904-390-1975 facsimile

Attorneys for Defendants Rail Link,
Inc., and Savannah Port Terminal
Railroad, Inc.

IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

CAPITAL CARGO INC.,	)	
	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Civil Action No. 05-0755AB**
	)	
	)	
RAIL LINK, INC.,	)	
SAVANNAH PORT TERMINAL	)	
RAILROAD INC., and	)	
GEORGIA PORTS AUTHORITY	)	
	)	
	)	
Defendants.	)	

VERIFICATION

Personally appeared before the undersigned officer duly authorized to administer oath, William A. Jasper, as Assistant Secretary of Rail Link, Inc. and Secretary of Savannah Port Terminal Railroad, Inc., who first being dully sworn, deposes and upon oath verifies that the allegations contained in the verified answer and counterclaim are true and correct to the best of his knowledge and belief.

This 7th day of July, 2005.

RAIL LINK, INC.

By: Wm A. Jasper
(Signature)

Its: Asst. Secy.
(Title)

SAVANNAH PORT TERMINAL RAILROAD, INC.

By: Wm A. Jasper
(Signature)

Its: Secy.
(Title)

SWORN TO AND SUBSCRIBED before me for the purposes set forth therein by who first took an oath and who is either personally known to me or who produced the type of identification described below, this 7th day of July, 2005.

Terri L Norero
Signature of Notary Public

SEAL

Personally known X or,
produced _____ as identification

TERRI L. NORERO
Notary Public - State of Florida
My Commission Expires Sep 22, 2005
Commission # DD037505

IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

CAPITAL CARGO INCORPORATED	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO.: CV05-0755- AB
	)	
RAIL LINK, INC.,	)	
SAVANNAH PORT TERMINAL	)	
RAILROAD, INC.,	)	
and	)	
GEORGIA PORTS AUTHORITY,	)	
	)	
Defendant.	)	

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy **Defendant Rail Link, Inc. and Savannah Port Terminal Railroad, Inc., Verified Answer and Counterclaim** by depositing a true copy of same in the U. S. Mail, proper postage prepaid, addressed to counsel of record as follows:

Ronald C. Berry
Ronald C. Berry, P.C.
P.O. Box 10223
Savannah, GA 31412

Thomas J. Mahoney, Jr., Esq.
Ranitz, Mahoney, Mahoney & Moss, P.C.
P.O. Box 786
Savannah, GA 31402-0786

This 8th day of July, 2005.

Rob Kelly, Esq.
Georgia Bar No. 413059

Inglesby, Falligant, Horne,
Courington & Chisholm, P.C.
P.O. Box 1368
Savannah, GA 31402
(912) 232-7000
Facsimile (912) 238-0286

IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

CAPITAL CARGO INCORPORATED,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO
	)	CV 05-0755-AB
RAIL LINK, INC.,	)	
SAVANNAH PORT TERMINAL	)	
RAILROAD, INC.,	)	
and	)	
GEORGIA PORTS AUTHORITY,	)	
	)	
Defendants.	)	

PLAINTIFF'S FIRST AMENDED COMPLAINT

Plaintiff amends the Complaint by adding the following count:

COUNT FOUR
BREACH OF CONTRACTS

32.

Paragraphs 1-31 of the original Complaint are replead.

33.

The Defendants entered into an easement agreement originally dated June 1, 1998 attached as Exhibit "E" to the Defendants Rail Link, Inc.'s and SPTR's answer and counterclaim.

34.

Pursuant to this agreement, all Defendants are required to provide rail service to the Plaintiff "in the best interests . . . of [GPA customers]" ¶3(d). They are to provide "Efficient Service" defined as "commensurate with the reasonable needs and requests of the GPA and its customers." Therefore these Defendants agreed "to cooperate. . . to ensure that adequate rail service, at competitive costs, is at all times furnished to users of

the premises [tracks] as well as to other customers located along the Tracks." ¶8b. "All . . . legal remedies" are reserved for breach. ¶19(b).

35.

Plaintiff is a named, third-party beneficiary to this agreement, and is a named party to the lease. Exhibits "A", "B" and "C" to original complaint. Defendants have breached these contracts by failing to provide the necessary level of service.

36.

Plaintiff has suffered foreseeable and proximate damages in the form of lost profits and expenses as a result of Defendants' failure to provide the promised level of rail service. To the extent any demurrage is ultimately found to be due as a result of Defendants' breach of these contracts, Plaintiff also seeks reimbursement of same.

37.

The Defendants have acted in bad faith, been stubbornly litigious, caused unnecessary trouble and expense and thus owe Plaintiff reasonable attorney's fees for which recovery is sought.

WHEREFORE, and in addition to the relief requested; Plaintiff prays:

(I) That Plaintiff have judgment against each Defendant separately for all damages foreseeably and proximately caused by their respective breach of contracts pursuant to Count Four;

(J) That Plaintiff recover reasonable attorney's fees against each Defendant pursuant to Count Four.

This 22nd day of July, 2005.

Ronald C. Berry
Georgia Bar Number 055655
Attorney for the Plaintiff

RONALD C. BERRY, P.C.
Post Office Box 1023
Savannah, GA 31412

IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

CAPITAL CARGO INCORPORATED,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO
	)	CV 05-0755-AB
RAIL LINK, INC.,	)	
SAVANNAH PORT TERMINAL	)	
RAILROAD, INC.,	)	
and	)	
GEORGIA PORTS AUTHORITY,	)	
	)	
Defendants.	)	

CERTIFICATE OF SERVICE

This is to certify that I have this day served the foregoing Plaintiff's First Amended Complaint by depositing a properly addressed copy thereof, postage prepaid, in the United States Mail upon:

P. Campbell Ford, Esquire
Ford, Miller & Wainer, P.A.
1200 Riverplace Boulevard, Suite 600
Jacksonville, FL 32207

Rob Kelly, Esquire
Glen Darbyshire, Esquire
Inglesby, Falligant, Horne, Courington & Chisholm
17 W. McDonough Street
Savannah, GA 31401

Thomas J. Mahoney, Jr., Esquire Attorney at Law
110 E. Oglethorpe Avenue
Savannah, GA 31401

This 22nd day of July, 2005.

Ronald C. Berry
Georgia Bar No. 055655
Attorney for Plaintiff

RONALD C. BERRY, P.C.
P.O. Box 10223
134 Habersham Street
Savannah, GA 31401
912)231-8777

IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

FILED IN OFFICE
2005 AUG -9 PM 4:40
DEP. CLK. SUPERIOR CT.
CHATHAM COUNTY, GA.

CAPITAL CARGO INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	Civil Action No. 05-0755AB
RAIL LINK, INC.,	)	
SAVANNAH PORT TERMINAL	)	
RAILROAD, Inc., and	)	
GEORGIA PORTS AUTHORITY	)	
	)	
Defendants.	)	

DEFENDANTS SAVANNAH PORT TERMINAL, INC.'S AND RAIL LINK, INC.'S ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT

COME NOW Defendants Rail Link, Inc. and Savannah Port Terminal Railroad, Inc., (hereinafter collectively referred to as "Defendants") and file this Answer to Plaintiff's First Amended Complain as follows:

FIRST DEFENSE

Defendants expressly incorporate by reference all defenses, admissions and denials previously plead in their Answer to Plaintiff's original Complaint.

SECOND DEFENSE

This Court lacks jurisdiction to decide some of the issues set forth in Plaintiff's First Amended Complaint. The Surface Transportation Board ("STB") has jurisdiction over transportation by rail carriers to the extent of the reasonableness of rules, practices, rates and services, which are some of the issues raised in regard to the easement agreement that is the basis of Plaintiff's breach of contract claim in its First Amended Complaint.

THIRD DEFENSE

Subject to and without waiving the foregoing defenses, Defendants respond to the individually numbered paragraphs of Plaintiff's First Amended Complaint as follows:

1. In response to the allegation of Paragraph 32 of Plaintiff's First Amended Complaint, Defendants incorporate by reference their responses to paragraphs 1-31 of Plaintiff's original Complaint.

2. In response to the allegations of Paragraph 33 of Plaintiff's First Amended Complaint, Defendants deny that Rail Link, Inc. was a party to the easement agreement referenced by Plaintiff. Defendants admit that the easement agreement was entered into on June 1, 1998 between Georgia Ports Authority and Savannah Port Terminal Railroad, Inc. Defendants deny any remaining allegations of Paragraph 33.

3. Defendants deny the allegations set forth in Paragraph 34 of Plaintiff's First Amended Complaint. Plaintiff's characterization of Defendants' responsibilities under the easement agreement is incomplete and does not accurately set forth all obligations of the parties pursuant to the easement agreement. The terms of the easement agreement will speak for itself. Furthermore, Defendants deny that Rail Link, Inc. is a party to the easement agreement and has any obligations under the agreement. Defendants deny any additional allegations of Paragraph 34.

4. Upon information and belief, Defendants admit that Plaintiff is a named party to the leases with the Georgia Ports Authority attached to Plaintiff's original Complaint as Exhibits A, B & C. Defendants deny any additional allegations of Paragraph 35.

5. Defendants deny the allegations of Paragraph 36 of Plaintiff's First Amended Complaint.

6. Defendants deny the allegations in Paragraph 37 of Plaintiff's First Amended Complaint.

DEFENDANTS DENY EACH AND EVERY ALLEGATION IN PLAINTIFF'S FIRST AMENDED COMPLAINT NOT EXPRESSLY ADMITTED ABOVE AND RESERVE THE RIGHT TO AMEND THEIR ANSWER TO SUPPLEMENT THEIR DEFENSES, OR TO ADD ADDITIONAL DEFENSES IF FURTHER INVESTIGATION AND/OR DISCOVERY REVEALS THE NEED FOR SUCH AMENDMENTS, SUPPLEMENTS, OR ADDITIONS.

Respectfully submitted this 9TH day of August, 2005.

Glen Darbyshire
Georgia Bar No. 205210
Rob Kelly
Georgia Bar No. 413059

INGLESBY, FALLIGANT, HORNE,
COURINGTON & CHISHOLM, P.C.
17 West McDonough Street
Savannah, GA 31401
Telephone (912) 232-7000
Fax (912) 238-0286

P. Campbell Ford (G.A. Waiver Exp. Pern)
P. Campbell Ford
Florida Bar No. 0480495
(Admitted Pro Hac Vice)

Ford, Miller, and Wainer, P.A.
1200 Riverplace Blvd., Suite 600
Jacksonville, FL 32207
Telephone (904) 390-1970
Facsimile (904) 390-1975

Attorneys for Defendants Rail Link, Inc. and Savannah Port Terminal Railroad, Inc.

IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

CAPITAL CARGO INCORPORATED	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO.: CV05-0755- AB
	)	
RAIL LINK, INC.,	)	
SAVANNAH PORT TERMINAL	)	
RAILROAD, INC.,	)	
and	)	
GEORGIA PORTS AUTHORITY,	)	
	)	
Defendant.	)	

CERTIFICATE OF SERVICE

I hereby certify that a copy of:

Defendant's Savannah Port Terminal, Inc.'s and Rail Link, Inc.'s Answer to Plaintiff's First Amended Complaint

was served this day by depositing a true copy of same in the U.S. Mail, proper postage prepaid, addressed to counsel of record as follows:

Ronald C. Berry
Ronald C. Berry, P.C.
P.O. Box 10223
Savannah, GA 31412

The 9th day of August, 2005.

Rob Kelly, Esq.
Georgia Bar No. 413059

Inglesby, Falligant, Horne,
Courington & Chisholm, P.C.
P.O. Box 1368
Savannah, GA 31402
(912) 232-7000/Facsimile (912) 238-0286

IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

FILED IN OFFICE
2005 AUG 12 PM 4:39
DEP. CLK. SUPERIOR CT.
CHATHAM COUNTY, GA.

CAPITAL CARGO INC.,	)	
	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Civil Action No. 05-0755AB**
	)	
	)	
RAIL LINK, INC.,	)	
SAVANNAH PORT TERMINAL	)	
RAILROAD INC., and	)	
GEORGIA PORTS AUTHORITY	)	
	)	
	)	
Defendants.	)	
	)	
	)	

DEFENDANT'S EXPEDITED MOTION TO STAY AND REFER QUESTIONS TO THE SURFACE TRANSPORTATION BOARD

COMES NOW, Defendant Savannah Port Terminal Railroad, Inc., by and through its undersigned attorneys, and files this Expedited Motion to Stay and Refer Questions to the Surface Transportation Board and states:

1. Defendant Savannah Port Terminal Railroad, Inc. (hereinafter "SPTR") is a Georgia corporation with its principal offices in Chatham County, Georgia. SPTR operates as an interstate rail carrier on approximately twenty-three (23) miles of track at the Georgia Port Authority's terminal area in Garden City, Georgia, that is commonly referred to as the Savannah Port (hereinafter "Port"). SPTR is subject to the jurisdiction of this Court.

2. Plaintiff, Capital Cargo, Inc., (hereinafter "Capital Cargo") is, upon information and belief, a corporation with its principal place of business at Garden City, Georgia, that is engaged in the shipping and terminal business, leases certain facilities at the Port, and is subject to jurisdiction of this Court.

3. On May 10, 2005, Plaintiff filed a Verified Complaint against Defendants in regards to rail service provided to Plaintiff by Defendant SPTR. It is believed that many of the issues raised therein have been resolved as a written settlement agreement was entered into by the parties.

4. On July 8, 2005, and pursuant to 49 U.S.C. § 11705, Defendant SPTR filed a Verified Counterclaim against Capital Cargo, seeking outstanding demurrage charges accrued from April 2003 to May 2005. Demurrages are charges for the delay of railroad cars beyond the time reasonably necessary for their loading or unloading. These charges compensate rail carriers for the expenses incurred when railcars are detained by shippers or stored for shippers, and also encourage the prompt return of railcars to the rail network by serving as a penalty for undue car detention. Rail carriers such as SPTR are actually charged for the use of railcars even if railcars are waiting to be delivered to shippers such as Capital Cargo.

5. The issues raised in the verified claims and responses filed by both parties that are pending before this Court relate to the reasonableness of rail service as applied to Capital Cargo, and thus, the appropriateness of the demurrage charged. Such issues, as more fully described in SPTR's Memorandum of Law in Support of this Motion, filed simultaneously with this Motion, fall within the jurisdiction of the Surface Transportation Board ("STB")

and should be referred to the STB while all other legal proceedings are stayed with this Court as the STB decision will greatly affect the outcome of the instant litigation.

6. Unnecessary attorneys' fees and expenses will be incurred if this instant action continues to proceed while the STB makes its determination.

7. Judicial economy will also be well served if discovery is stayed and the STB is permitted to rule first on these significant issues governing the subject demurrage charges and the failure of Capital Cargo to pay its bills as the issues between the parties will be substantially narrowed if not resolved outright.

8. SPTR respectfully requests an expedited ruling on this Motion as Plaintiff has noticed its deposition of SPTR's representative(s) for August 30, 2005, and despite SPTR's request that Plaintiff postpone its deposition until this Court has an opportunity to rule on this Motion, Plaintiff refuses to do so.

WHEREFORE, Defendant Savannah Port Terminal Railroad, Inc. respectfully requests this Court to refer the questions identified in its Memorandum of Law Supporting this Motion to the Surface Transportation Board and stay this action pending the STB's determination of these questions.

Respectfully submitted this 12th day of August 2005.

Glen Darbyshire, Esq.
Georgia Bar No. 205210
Rob Kelly, Esq.
Georgia Bar No. 413059

Inglesby, Falligant, Horne, Courington
& Chisholm, P.C.
17 W. McDonough Street
P.O. Box 1368
Savannah, GA 31402
912-232-7000 telephone
912-238-0286 facsimile

P. Campbell Ford, Esq.
Florida Bar No. 0480495
(Admitted Pro Hac Vice)

Ford, Miller, and Wainer, P.A.
1200 Riverplace Blvd., Suite 600
Jacksonville, FL 32207
904-390-1970 telephone
904-390-1975 facsimile

Attorneys for Defendants Rail Link,
Inc., and Savannah Port Terminal
Railroad, Inc.

IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

CAPITAL CARGO INCORPORATED	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO.: CV05-0755- AB
	)	
RAIL LINK, INC.,	)	
SAVANNAH PORT TERMINAL	)	
RAILROAD, INC.,	)	
and	)	
GEORGIA PORTS AUTHORITY,	)	
	)	
Defendant.	)	

CERTIFICATE OF SERVICE

I hereby certify that a copy of:

Defendant's Expedited Motion to Stay and Refer Questions to the Surface Transportation Board

was served this day by depositing a true copy of same in the U.S. Mail, proper postage prepaid, and hand delivery, addressed to counsel of record as follows:

Ronald C. Berry
Ronald C. Berry, P.C.
P.O. Box 10223
Savannah, GA 31412

Thomas J. Mahoney, Jr., Esq.
Ranitz, Mahoney, Mahoney, & Moss, P.C.
P.O. Box 786
Savannah, GA 31402-0786

The 12th day of August, 2005.

Rob Kelly, Esq.
Georgia Bar No. 413059

Inglesby, Falligant, Horne,
Courington & Chisholm, P.C.
P.O. Box 1368
Savannah, GA 31402

IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

FILED IN OFFICE
2005 AUG 12 PM 4:39
DEP. CLK SUPERIOR CT.
CHATHAM COUNTY, GA.

CAPITAL CARGO INC.,	)	
	)	
	)	
Capital Cargo,	)	
	)	
v.	)	**Civil Action No. 05-0755AB**
	)	
	)	
RAIL LINK, INC., SAVANNAH PORT TERMINAL RAILROAD INC., and GEORGIA PORTS AUTHORITY	)	
	)	
	)	
Defendants.	)	
	)	
	)	

DEFENDANT'S MEMORANDUM OF LAW IN SUPPORT OF ITS EXPEDITED MOTION TO STAY AND REFER QUESTIONS TO THE SURFACE TRANSPORTATION BOARD

COMES NOW, Defendant Savannah Port Terminal Railroad, Inc., by and through its undersigned attorneys, and files this Memorandum of Law in Support of its Expedited Motion to Stay and Refer Questions to the Surface Transportation Board, and further states:

I. INTRODUCTION

Defendant Savannah Port Terminal Railroad, Inc. (hereinafter "SPTR") has moved this Court to refer questions to the Surface Transportation Board (hereinafter "STB") and for a stay of this action pending the STB's determination of these questions. Referral is appropriate since the matters involved in this action raise issues of national transportation policy, historical Railroad practice and the application and reasonableness

of demurrage tariffs. In the interest of uniformity, these issues have been placed by Congress within the STB's special competence.

II. STANDARD FOR REFERRING QUESTIONS TO THE STB

The national objectives of general welfare, economic growth and stability, and security of the United States require the development of transportation policies and programs that contribute to providing fast, safe, efficient, and convenient transportation. 49 U.S.C. §101. In the interest of ensuring that the regulation of transportation is applied consistently and uniformly on a national level, various agencies have been created specifically for this purpose.

The Interstate Commerce Commission ("ICC") was the agency initially responsible for regulating all rail transportation. Effective January 1, 1996, Congress passed the ICC Termination Act (ICCTA), which eliminated certain functions of the ICC and provided that the STB was now responsible for those functions and regulatory duties. 49 U.S.C. § 702.

Under 49 U.S.C. § 10501, the STB has exclusive jurisdiction over, *inter alia*, transportation by rail carriers, remedies provided with respect to rates, rules, practices, services, and switching. Again, this action was brought in this Court pursuant to 49 U.S.C. § 11705, which requires a rail carrier providing transportation or service subject to the STB's jurisdiction to begin a civil action to recover charges for transportation or service provided by the carrier within three (3) years after the claim accrues. Further, Defendant SPTR has not moved the Court to refer the entire matter to the STB as there may be additional legal issues and defenses raised that are not within the STB's jurisdiction and thus inappropriate for the STB to consider.

The U.S. Supreme Court has found that questions regarding tariff construction and the reasonableness of tariffs as applied are within the exclusive primary jurisdiction of the ICC (now STB). *U.S. v. Western Pac. R. Co., 77 S. Ct. 161, (1956).* SPTR is suing Capital Cargo for $149,648.00 in demurrage charges pursuant to tariff rates for the constructive placement (storage) of railcars for which Capital Cargo could not accept delivery due to its short track that only holds three (3) railcars at a time. Capital Cargo in turn has sued SPTR claiming that SPTR held railcars causing it damage when Capital Cargo had given notice to SPTR to deliver more railcars. SPTR is defending this claim on the grounds that Capital Cargo was not paying its bills (the demurrage charges) and SPTR did not intend to continue to provide service to Capital Cargo while Capital Cargo continued to refuse to pay its large outstanding bills. All of these claims and the issues resulting from these claims are directly tied to the principal issue of whether or not SPTR owed only one (1) delivery per day to Capital Cargo under certain circumstances or whether, as Capital Cargo asserts, SPTR owed Capital Cargo at least three (3) deliveries per day after Capital Cargo gave reasonable notice.

Directly related to the principal issue identified above, is what effect a busy terminal has on the number of deliveries that SPTR is obligated to perform in a single day, what the timing of reasonable notice is for further deliveries of railcars, what effect the short track of Capital Cargo that only permits the delivery of three (3) railcars at a time has on the ability of SPTR to deliver railcars to not only Capital Cargo but to all of the other customers at the Savannah port, and what effect a busy port and a busy terminal have on the obligation of SPTR to make more than one (1) delivery to Capital Cargo per day under these circumstances when the other customers at the port have longer tracks and the ability to accept more railcars at a single delivery. All of the questions identified

above, along with all associated issues, are questions regarding tariff construction and the reasonableness of tariffs as applied, which, as noted above, fall "within the exclusive primary jurisdiction of the ICC". *Id.*

The doctrine of primary jurisdiction is concerned with promoting proper relationships between the courts and administrative agencies charged with particular regulatory duties. *Id. at 64.* The doctrine applies where enforcement of a claim originally cognizable in the courts "requires the resolution of issues which, under a regulatory scheme, have been placed within the special competence of an administrative body." *Id.* In such a case, the judicial process is suspended pending referral of such issues to the administrative body for its views. *Id.*

Other courts have also recognized the importance of having the STB consider questions falling within its jurisdiction. Controversies touching interstate commerce or its instrumentalities cannot be resolved satisfactorily unless the independent regulatory agency charged by Congress with primary adjudicative responsibility is first provided with an opportunity to consider the case. *Taylor County Sand Company v. Seaboard Coast Line Railroad Co., 446 F.2d 853 (1971).* The primary jurisdiction doctrine recognizes the compelling necessity for regulatory uniformity and consistency, coupled with the almost infinite variety of administrative rules and regulations, which may affect a particular dispute, and initially require administrative rather than judicial fact finding and rule applying expertise. *Id at 854.* Where the ICC (now STB) has broad authority to establish reasonable rules, regulations, and practices with respect to car service by common carriers, questions of discrimination, reasonableness of service, or of the legality of particular practices are all matters to be first considered by the Commission. *Id at 855.*

The doctrine of primary jurisdiction as recognized in *Taylor* has been recognized and accepted by other Courts as well. *In Humphrey Feed & Grain, Inc. 199 Neb. 189, 257 N.W.2d 391 (1977)*, the Supreme Court of Nebraska recognized that the effect of the application of the doctrine of primary jurisdiction is to preclude resort to the courts in the first instance, or to preclude the court from supplying a remedy, or passing upon particular issues until the issues have been passed upon by the administrative agency. Whether rail service and facilities provided by the railroad were reasonable and nondiscriminatory raises factual questions which can best be determined by the Interstate Commerce Commission due to its expertise and ability to establish uniform rules concerning the reasonableness of facilities provided. *Id. at 402.*

In *Union Pacific Railroad Co. v. Ametek, Inc., 104 F.3d 558 (3rd Cir. 1997),* the U. S. Court of Appeals, stayed its proceedings, referring the issue of whether or not demurrage charges were reasonable to the ICC. The Court recognized that having the administrative agency first determine whether the demurrage charges even apply and then whether or not those charges are reasonable is a "common sense and logical approach." *Id at 562.*

The standard for referring the following questions to the Surface Transportation Board has clearly been met. The issues raised by the pleadings and the claims of both parties involve issues directly related to the authority and jurisdiction of the Surface Transportation Board. Congress has mandated this jurisdiction since rail carriers affect the national interest of the United States Government and uniformity is critical to rail service throughout the country.

Moreover, both parties have referenced the Easement Agreement, and the very first paragraph of the Easement Agreement states that SPTR is doing business as a

common carrier by railroad "subject to the jurisdiction of the Surface Transportation Board." To clarify any references to the STB made within the Easement Agreement, section 1(k) states that the STB is the "Surface Transportation Board or any successor federal authority with jurisdiction over the operations of common carriers by rail." The Easement Agreement granted SPTR the right to provide rail service to the customers of the Savannah Port. Each and every aspect of rail service emanates from this agreement. Capital Cargo even acknowledges in its Verified Complaint that operating rights to railways at the Savannah Port were leased or otherwise assigned to SPTR and that SPTR subsequently took over the railway operations and began providing the rail service to the property. (Paragraphs 9 & 10). All of the Capital Cargo's remaining issues and alleged causes of action against SPTR revolve around the service provided to Capital Cargo by SPTR, by way of the Easement Agreement.

In fact, the terms and conditions set forth in the Easement Agreement form the basis of the Capital Cargo's First Amended Complaint. Specifically, Capital Cargo alleges that SPTR breached its contractual duties and obligations under the Easement Agreement by failing to provide the necessary level of service as explained in Section 8(b) of the Easement Agreement. This very same section of the Easement Agreement that Capital Cargo relies upon and references also states that SPTR shall be responsible for complying with "all applicable laws, regulations, and rules." Further, and according to the Lease Agreements attached as Exhibits "A", "B", and "C" of its Verified Complaint, Capital Cargo, as the lessee, also has an obligation to comply with all federal, state, and local laws during the lease period in regards to its operations at the Port.

The rules establishing the STB's exclusive primary jurisdiction over transportation by rail carriers, remedies provided with respect to rates, rules, practices,

services, and switching are federal laws. Further, as demonstrated herein, case law supports compliance with this specific federal law, thus requiring courts to refer questions within the STB's jurisdiction to it while staying further legal proceedings until such time the STB has an opportunity to answer the questions and provide guidance to the Court. Under both the Easement Agreement and Leases referenced in both parties' claims and responses, both Capital Cargo and SPTR have no other choice but to comply with the federal laws governing rail carrier transportation, which includes any rules and regulations issued by the STB.

For all of these reasons, the following questions should be referred to the Surface Transportation Board for determination, and the logical extension of this determination is for the Court to stay the proceedings while the questions are determined for the benefit of both parties and the Court.

III. APPLICABLE TARIFFS

The applicable tariff consisting of the rules, rates, and practices regarding demurrages from October 1, 1994 until February 28, 2005 is "The American Short Line Railroad Association Freight Tariff ASLG 6002" (hereinafter "1994 Tariffs"). Pursuant to the 1994 Tariffs, forty-eight (48) hours will be allowed for each car for unloading, which is commonly referred to as "free time." *(Item 610).* Free time will be computed from the first 7:00 AM after placement, or after proper notification has been sent or given where required. *(Item 610).* After said free time expires, demurrage is assessed. Of significance is that when actual placement of a railcar cannot be had "because of a condition attributable to the consignor or consignee," the railcar is held at destination or at an available hold point and notice, where required, is sent or given to the consignor or

consignee that the railroad is unable to "effect placement" due to said condition. *(Item 545)*. It should be noted that during this time, the railroad incurs costs and expenses related to the constructive placement.

The applicable tariff consisting of the rules, rates, and practices regarding demurrages as of March 1, 2005 to the present is "Savannah Port Terminal Railroad Demurrage Tariff 6001," (hereinafter "2005 Tariffs"). Like the 1994 tariffs, two (2) free business days will be allowed for each car for unloading under the 2005 Tariffs. *(Item 805)*. After free time has expired for each car, demurrage is assessed. When a railcar cannot be actually placed "because of a condition attributable to the consignor or consignee," thus preventing the railroad from delivering the railcar for unloading, the railcar is constructively placed. *(Item 801)*. As noted above, the railroad incurs costs and expenses associated with the constructive placement.

IV. QUESTIONS TO BE REFFERED TO THE SURFACE TRANSPORTATION BOARD

SPTR seeks to have the following issues referred to the STB:

1. Is SPTR obligated to provide only one (1) delivery per day to Capital Cargo, such that demurrage chares were properly assessed under the 1994 tariff rates indicated above, under the following circumstances:

(a) Capital Cargo chose to lease a short track that only holds three (3) railcars when it needs at least nine (9) railcars delivered per day, thus preventing SPTR from accepting all nine (9) railcars when SPTR was ready to deliver all nine (9) railcars.

(b) All other customers at the Savannah Port have tracks that are longer than Capital Cargo's, that allows for the delivery of more railcars at a single delivery. In the event that the Railroad Terminal is busier than normal or is congested, the fact that all other customers at the Savannah Port can accept more railcars than Capital Cargo means that deliveries to other customers helps relieve the congestion more rapidly and thus allows for better and more efficient service to all of the customers at the Port. Thus, all customers that can accept longer deliveries of railcars reserve priority over Capital Cargo's second delivery of the day.

(c) Also, in the interest of decongestion and providing better and more efficient service for all customers, SPTR delivers the largest number of railcars at the Port, even if that involves making a second delivery for one customer while not making a second delivery for another customer with fewer railcars capable of being delivered.

(d) When Capital Cargo has arranged for a larger number of railcars to be delivered to the Port at one time than can be delivered at one time in light of Capital Cargo's short track.

(e) When there is a backup of Capital Cargo's railcars already existing and Capital Cargo continues to order more railcars, thus increasing the number of railcars that need to be delivered and increasing the associated demurrage charges.

2. If the answer(s) to question 1 above is "No," then in light of all of the circumstances above, by what time(s) must SPTR receive notice from Capital Cargo to provide an extra delivery(ies)?

3. Is SPTR obligated to provide only one (1) delivery per day to Capital Cargo, such that demurrage charges were properly assessed under the 2005 tariff rates indicated above, under the following circumstances:

(a) Capital Cargo chose to lease a short track that only holds three (3) railcars when it needs at least nine (9) railcars delivered per day, thus preventing SPTR from accepting all nine (9) railcars when SPTR was ready to deliver all nine (9) railcars.

(b) All other customers at the Savannah Port have tracks that are longer than Capital Cargo's, that allows for the delivery of more railcars at a single delivery. In the event that the Railroad Terminal is busier than normal or is congested, the fact that all other customers at the Savannah Port can accept more railcars than Capital Cargo means that deliveries to other customers helps relieve the congestion more rapidly and thus allows for better and more efficient service to all of the customers at the Port. Thus, all customers that can accept longer deliveries of railcars reserve priority over Capital Cargo's second delivery of the day.

(c) Also, in the interest of decongestion and providing better and more efficient service for all customers, SPTR delivers the largest number of railcars at the Port, even if that involves making a second delivery for one customer while not making a second

delivery for another customer with fewer railcars capable of being delivered.

(d) When Capital Cargo has arranged for a larger number of railcars to be delivered to the Port at one time than can be delivered at one time in light of Capital Cargo's short track.

(e) When there is a backup of Capital Cargo's railcars already existing and Capital Cargo continues to order more railcars, thus increasing the number of railcars that need to be delivered and increasing the associated demurrage charges.

4. If the answer(s) to question 3 above is "No," then in light of all of the circumstances above, by what time(s) must SPTR receive notice from Capital Cargo to provide an extra delivery(ies)?

5. Does Capital Cargo have the right to rely upon the fact that SPTR can usually provide up to three (3) deliveries per day despite Capital Cargo's short track to later claim that SPTR is then obligated to provide three (3) deliveries every day in light of the circumstances described above?

6. As a corollary to question 5 above, can Capital Cargo assert that SPTR has a three (3) delivery per day obligation based upon past conduct when written agreements do no provide for a certain number of deliveries in light of all of the considerations described above?

V. RELEVANT FACTS AND APPLICATION

Pursuant to 49 U.S.C. § 10702, rail carriers providing transportation or service under the jurisdiction of the STB shall establish reasonable rules and practices on matters

related to that transportation or service. One type of service is the delivery of railcars carrying cargo from the Railroad Terminal where all railcars are delivered for all Savannah Port customers to the Ports of customers such as Capital Cargo for unloading. There are many factors that can affect deliveries, such as traffic at the Port, traffic at the Railroad terminal, length of track leased by a owner, the number of railcars that can be delivered at one time when a short track is involved, the number of cars ordered by the shipper that could have been delivered, but for the short track, and other factors outside the control of the rail carrier also apply including but not limited to the amount of rail traffic at the terminal on any given day, other customers' needs at the Savannah Port, the extent of other customers' orders and the back-up of railcars already in existence, reasonableness of shipper's requests, and number of shipper requests, which affect the amount of demurrage accrued. Several of these factors are controlled by the shipper, and not the rail carrier. As such, it is virtually impossible for a rail carrier to predict the number of deliveries it will be able to provide on any given day. A rail carrier must take this fact into consideration when establishing rules and practices in compliance with 49 U.S.C. § 10702 and § 10746.

Capital Cargo accumulated $149,648.00 in outstanding demurrage charges from April 2003 to May 2005. Capital Cargo disputes these charges because it contends that Capital Cargo had railcars that were ready to be delivered and unloaded and that SPTR caused delays by refusing to deliver the cars and by failing to at least make three (3) three-car deliveries per day. Capital Cargo contends that it should not be responsible for the resulting demurrages.

SPTR contends that it is only obligated to make one (1) three-car delivery per day under certain circumstances and that any delays were caused by Capital Cargo. This

takes into account that Capital Cargo has an extremely small track that only holds three (3) railcars, and that SPTR is obligated to service all of the other customers at the port as well. While SPTR is usually able to provide more than one (1) three-car delivery to the Capital Cargo, SPTR is not obligated to do so and circumstances can reasonably prevent Capital Cargo from providing special services to Capital Cargo because of its short three (3) car track.

One of the factors directly affecting the number of deliveries available to Capital Cargo on any given day is the number of tracks leased by the Capital Cargo. As mentioned above, the Capital Cargo leases a short three (3) car track. Accordingly, one (1) delivery only can provide three (3) railcars to Capital Cargo's port at the Savannah Port. If Capital Cargo wanted to guarantee that nine (9) car deliveries per day, then it should lease a track larger than three (3) railcars or order less product for delivery. The length of track leased by a shipper is within the shipper's discretion. A small track logically limits the amount of cargo that can be delivered. A shorter track is presumably less expensive and provides no opportunity for growth and/or larger deliveries.

Capital Cargo's expectation to deliver whatever amount of cars that Capital Cargo claims is ready for unloading is also unreasonable because it also fails to account for a very small track and a growing shipping business. Capital Cargo controls the number of railcars that arrive at the Port on its behalf. When Capital Cargo arranges for a large number of railcars to arrive at the Port at one time, demanding delivery of all of them right then or shortly thereafter is not reasonable, yet alone possible, especially in light of having such a small leased track.

Another factor that directly affects the number of deliveries available to the Capital Cargo is demurrage charges. Pursuant to 49 U.S.C. § 10746, a rail carrier

providing transportation subject to the jurisdiction of the STB shall compute demurrage charges and establish rules related to those charges in a way that fulfills the national needs related to freight car use and distribution and maintenance of an adequate supply of freight cars to be available for transportation of property.

As explained in SPTR's Verified Counterclaim, Capital Cargo owes demurrage accrued from April 2003 to May 2005 in the amount of $149,648.00. Due to the Capital Cargo having a long history of not paying demurrage charges, SPTR placed Capital Cargo on a cash-only basis. Essentially, this meant that Capital Cargo must pay any demurrage owed on a car-by-car basis as they are released empty to SPTR. Accordingly, because Capital Cargo leases a three-car track, this payment arrangement allows the three empty railcars then sitting on the leased track to be removed so that other cargo could be unloaded. Whether or not additional cargo would be delivered and unloaded was completely within the Capital Cargo's control in that all Capital Cargo must do is pay the demurrage owed on the three empty cars then on the leased track. Failure to pay demurrage causes a back up of railcars ready to be unloaded. Naturally, demurrage begins to accrue on the railcars that are ready for unloading but cannot be actually placed for unloading because Capital Cargo has not paid demurrage. Likewise, these accruing demurrage charges are attributable to the Capital Cargo's conduct. Although Capital Cargo could have, at any time, made arrangements to haul the cargo ready for unloading to a different rail carrier, which would effectuate the suspension of additional demurrage accruing, Capital Cargo chose not to do so.

In combination with the issues discussed above, when Capital Cargo has arranged for a large number of railcars to arrive at the Port, knowing that its leased track is only capable of holding three (3) railcars at a time, it is obvious that some of the railcars will

accumulate demurrage. This is especially true when there is already a backup of Capital Cargo's railcars, and Capital Cargo continues to order even more railcars. This increases the number of railcars that must be delivered and the associated demurrage charge. SPTR is charged for railcars that sit at the Port pursuant to tariff rates. When a shipper such as Capital Cargo has caused the arrival at the Railroad terminal of a large number of railcars that is greater than the capacity it can accept for delivery, which in turn causes a portion of the railcars to sit there until they can be delivered, demurrage accrues. It is unreasonable for a shipper to then expect a rail carrier to be unilaterally responsible for the demurrage charges accrued because of the delays caused by the shipper. Further, when Capital Cargo knows that it has been placed on a cash-only basis and that demurrage must be paid on the three railcars currently on the leased track before other railcars "ready" to be unloaded may actually be unloaded, it is unreasonable to expect demurrage not to accrue on the cars just sitting there. This is especially true when Capital Cargo has the option of arranging for the cargo to be hauled off to a different rail carrier for purposes of delivery and unloading.

All of the issues raised herein including the defenses of both parties relate to the tariff rates established by SPTR and the reasonableness of resulting demurrage as applied to Capital Cargo. The issues of rail service and reasonableness of demurrage are mandated by federal law to fall within the jurisdiction of the STB. The Easement Agreement entered into between the GPA and SPTR that is relied upon by Capital Cargo in its First Amended Complaint also specifically references the STB acknowledging its jurisdiction. Further, as discussed herein, whether or not cars are delayed or held as a result of conditions attributable to the consignor or consignee depends upon several factors that require an intimate knowledge of how rail transportation operates, the

interplay of shipper and rail carrier obligations, what the applicable rules and regulations governing service are, and what are and are not acceptable and/or reasonable industry practices and standards. Congress has recognized that the Surface Transportation Board is essentially the "expert" in rail transportation as the STB addresses these issues on a daily basis for purposes of providing guidance to a Court, who may not be as familiar with railroad concepts.

In summary, the Easement Agreement between the GPA and SPTR granting SPTR the right to provide rail service to the customers of the Savannah Port specifically references the STB and acknowledges its jurisdiction. The same Easement Agreement is referenced in the First Amended Complaint filed by Capital Cargo and is specifically referenced by the SPTR in its pleadings. Rail carrier issues, tariff rates and demurrage charges are very particularized issues related to the railroad industry and jurisdiction has been granted by Congress to the Surface Transportation Board to make determination on such issues. These issues are squarely before this Court in the pleadings filed by both parties and the congressionally mandated referral of these matters to the STB will benefit not only the parties as it will greatly narrow the issues between the parties, but it will also serve judicial economy since the hotly disputed issues between the parties will be almost fully, if not fully, resolved by the STB's determinations. Moreover, such determinations will likely assist the parties in resolving their own differences without further litigation being necessary.

For all of the reasons stated herein, Defendant Savannah Port Terminal Railroad, Inc. respectfully requests this Court to refer the above questions to the Surface Transportation Board and stay this action pending the STB's determination of these questions.

Respectfully submitted this 17th day of August 2005.

Glen Darbyshire, Esq.
Georgia Bar No. 205210
Rob Kelly, Esq.
Georgia Bar No. 413059

Inglesby, Falligant, Horne, Courington
& Chisholm, P.C.
17 W. McDonough Street
P.O. Box 1368
Savannah, GA 31402
912-232-7000 telephone
912-238-0286 facsimile

P. Campbell Ford, Esq.
Florida Bar No. 0480495
(Admitted Pro Hac Vice)

Ford, Miller, and Wainer, P.A.
1200 Riverplace Blvd., Suite 600
Jacksonville, FL 32207
904-390-1970 telephone
904-390-1975 facsimile

Attorneys for Defendants Rail Link,
Inc., and Savannah Port Terminal
Railroad, Inc.

IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

CAPITAL CARGO INCORPORATED	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO.: CV05-0755- AB
	)	
RAIL LINK, INC.,	)	
SAVANNAH PORT TERMINAL	)	
RAILROAD, INC.,	)	
and	)	
GEORGIA PORTS AUTHORITY,	)	
	)	
Defendant.	)	

CERTIFICATE OF SERVICE

I hereby certify that a copy of:

Defendant's Memorandum of Law in Support of its Expedited Motion to Stay and Refer Questions to the Surface Transportation Board

was served this day by depositing a true copy of same in the U.S. Mail, proper postage prepaid, and hand delivery, addressed to counsel of record as follows:

Ronald C. Berry
Ronald C. Berry, P.C.
P.O. Box 10223
Savannah, GA 31412

Thomas J. Mahoney, Jr., Esq.
Ranitz, Mahoney, Mahoney, & Moss, P.C.
P.O. Box 786
Savannah, GA 31402-0786

The 12th day of August, 2005.

Rob Kelly, Esq.
Georgia Bar No. 413059

Inglesby, Falligant, Horne,
Courington & Chisholm, P.C.
P.O. Box 1368
Savannah, GA 31402
(912) 232-7000/Facsimile (912) 238-0286

FILED IN OFFICE
2005 DEC 27 PM 2:08
DEP. CLK SUPERIOR CT.
CHATHAM COUNTY, GA.

IN THE SUPERIOR COURT OF CHATHAM COUNTY
EASTERN JUDICIAL CIRCUIT
STATE OF GEORGIA

Capital Cargo Inc.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Civil Action No. CV05-0755-AB
	)	
Rail Link, Inc., Savannah Port Terminal, and Georgia Ports Authority,	)	
	)	
Defendants.	)	
	)	
	)	

ORDER ON DEFENDANT SAVANNAH PORT TERMINAL RAILROAD, INC.'S, MOTION TO STAY AND TRANSFER [ACTION TO THE SURFACE TRANSPORTATION BOARD]

The Court having read and considered defendant Savannah Port Terminal Railroad Inc.'s ("SPTR") motion to stay and transfer action to the Surface Transportation Board ("STB"), together with plaintiff's opposition thereto, the motion is hereby GRANTED.

This action involves a dispute over demurrage[1] charges for rail service that SPTR provides to plaintiff. Plaintiff is engaged in the shipping and terminal business and operates a warehouse on property it leases from the Georgia Ports Authority ("GPA"). Plaintiff receives and ships rail cargo from the leased property. The 1995 lease agreement requires the GPA to provide rail service to plaintiff. In 1996, GPA began providing the requisite rail service through SPTR pursuant to an easement between SPTR and GPA.

[1]Demurrage is defined as "a charge exacted by a carrier from a shipper or consignee on account of a failure on the latter's part to load or unload cars within the specified time prescribed by applicable tariffs; the purpose of the charge is to expedite the loading and unloading of cars, thus facilitating the flow of commerce..." *Black's Law Dictionary*, (6th ed. 1990).

The demurrage charges at issue in SPTR's counterclaim are based upon alleged delay of rail service delivery that SPTR contends was caused by plaintiff's actions. Plaintiff, however, contends that the delay was caused by SPTR's increase in business and resulting inability to deliver at least three rail cars per day to plaintiff's warehouse.

In its complaint, plaintiff seeks declaratory and injunctive relief in addition to actual damages, punitive damages and attorney's fees. SPTR now seeks an order staying this action and referring to the Surface Transportation Board ("STB") questions relating to the demurrage charges and the sufficiency of the rail services provided to Capital Cargo. SPTR contends that the demurrage dispute involved in this action raises issues of "national transportation policy, historical railroad practice and the application and reasonableness of demurrage tarriffs" which are within the exclusive jurisdiction of the STB. Plaintiff contends however, that this matter involves a contractual dispute that can be addressed by this Court.

The Court agrees with SPTR's contentions. 49 U.S.C.A. § 10501(b)(1) provides in relevant part that:

> The jurisdiction of the [Surface Transportation] Board over--
>
> (1) transportation by rail carriers, and the remedies provided in this part with respect to rates, classifications, rules (including car service, interchange, and other operating rules), practices, routes, services, and facilities of such carriers; and (2) the construction, acquisition, operation, abandonment, or discontinuance of spur, industrial, team, switching, or side tracks, or facilities, even if the tracks are located, or intended to be located, entirely in one State, is exclusive.

"49 U.S.C. 10501(b)(2) preempts state laws and remedies with regard to a railroad failing

to carry out its common carrier obligation and, while federal district courts and the [Surface Transportation] Board have concurrent jurisdiction under the statute, the Board has primary jurisdiction to determine whether a railroad's common carrier obligation has been met." *Greenville County Economic Development Corp. - Petition for Declaratory Order*, 2005 WL 1767438 (S.T.B., July 27, 2005). Moreover, "the question of tariff construction, as well as that of the reasonableness of the tariff as applied, are within the exclusive primary jurisdiction of the STB." *United States v. Western Pac. R.R. Co.*, 352 U.S. 59, 63 (77 S.Ct. 161, 1 L.Ed.2d 126) (1956).

Despite plaintiff's arguments to the contrary, the issues to be resolved in this case fall within the exclusive primary jurisdiction of the STB. The cases cited by plaintiff for the proposition that "voluntary contractual obligations undertaken by railroads can be enforced by the courts" are distinguishable. Specifically, plaintiff relies upon the cases of *Township of Woodbridge v. Consolidated Rail Corp.*, 2000 WL 1771044 (November 28, 2000) and *Pejepscot Industrial Park, Inc. v. Maine Central RailRoad* Co., 215 F.3d 195 (2000).

In *Woodbridge,* the Township of Woodbridge and the rail carrier reached an agreement resolving their federal court litigation regarding noise abatement. The Township subsequently filed an action in federal court seeking to enforce the agreement and seeking remedy for the carrier's alleged violation of the agreement. The district court dismissed Woodbridge's action without prejudice to its right to seek relief before the STB. Woodbridge then filed an action with STB. In declaring that agreement could be enforced by the courts, the STB explained:

> [T]he issue before us here is whether, in the circumstances of this case, the carrier can be held to presumably valid and otherwise enforceable agreements that it

entered into voluntarily or whether 49 U.S.C. 10501(b) shields it from its own commitments. We need not consider preemption issues that would have been involved had the parties never entered into the agreements, had they entered into both agreements prior to our approval of the acquisition, or had a court attempted to impose sanctions for violations of the agreements that are so onerous as to unreasonably interfere with railroad operations. None of these circumstances is present here.

Here, the [carrier] voluntarily entered into an agreement to resolve a dispute. It then submitted the agreement to a court and had it memorialized in the form of a Stipulation and Order of Settlement and a later Consent Order. Significantly, the railroad then expressly reaffirmed and renewed the original agreement after the acquisition. These voluntary agreements must be seen as reflecting the carrier's own determination and admission that the agreements would not unreasonably interfere with interstate commerce.

Unlike *Woodbridge*, there is no voluntary agreement between the parties to resolve all of the pending claims at issue in this suit. Instead, the parties here entered into a settlement agreement regarding plaintiff's claim for temporary injunctive relief. However, plaintiff's damages claims and to some extent, its claims for permanent injunctive relief remain pending. Moreover, the parties' agreement further provides that "...the parties to this contract agree that SPTR is asserting a claim that this Court does not have jurisdiction for the issues involved in this lawsuit and nothing in this settlement agreement shall be construed to alter otherwise affect SPTR's position on this subject." Based upon the foregoing, plaintiff's reliance on *Woodbridge*

is misplaced.

Plaintiff's reliance on the *Pejepscot* case is also misplaced. That case involved a personal injury claim against a rail carrier. 49 U.S.C. § 11704 specifically provides mutual jurisdiction to the federal courts and the STB for personal injury claims against a rail carrier. There is no such authority for mutual jurisdiction for the matters at issue in this case.

As noted by plaintiff in footnote number three in its brief in opposition to the motion to refer this matter to the STB, "the issue is not whether SPTR has to make three deliveries, but rather whether it can legally charge demurrage when it fails to do so in an effort to increase profitability of its business." This question clearly falls within the exclusive primary jurisdiction of the STB.

Accordingly, the motion to stay this action and refer the matter to STB is granted.

ORDERED, this 27th day of December, 2005.

Louisa Abbot

Louisa Abbot, Judge,
Chatham County Superior Court,
EJC, State of Georgia

A CERTIFIED TRUE COPY
Dep. Clerk, S.C.C.C., GA

cc: Ronald C. Berry, Esq.
Glen Darbyshire, Esq.
Rob Kelly, Esq.
P. Campbell Ford, Esq.
Thomas J. Mahoney, Jr., Esq.
Draughn B. Whitehead, Esq.

STATE OF GEORGIA
COUNTY OF CHATHAM

LEASE AGREEMENT

THIS INDENTURE OF LEASE, made and entered into this 1st day of October, 1993, by and between GEORGIA PORTS AUTHORITY, a public corporation and instrumentality of the State of Georgia (hereinafter referred to as "Lessor"), and COMMERCIAL SERVICES PACIFIC OF SOUTH CAROLINA, INC., a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as "Lessee");

W I T N E S S E T H :

WHEREAS, Lessor owns certain property and facilities at Garden City in Chatham County, Georgia; and,

WHEREAS, Lessor has agreed to lease certain properties more particularly described in Exhibit "A" attached hereto and containing approximately five and five-one-hundredths (5.05) acres to Lessee together with appropriate renewal options; and,

WHEREAS, it is the purpose of this Lease to provide for the leasing of the premises and to specify the terms and conditions thereof; and,

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE 1: Grant of Premises. Lessor does hereby rent and lease to Lessee for the term provided in Article 2 five and five-one-hundredths (5.05) acres of land together with the existing building thereon more particularly described in Exhibit A attached hereto and incorporated herein by reference. Said Land and building are hereinafter referred to as the "Premises."

ARTICLE 2: Term. (a) The initial term of this Lease shall be for a period of one (1) year commencing on the 1st day of October, 1993. Lessee shall have the option to renew this Lease on the terms and conditions contained herein for a four (4) year period and two (2) additional five (5) year periods, the first option period beginning October 1, 1994. In order to exercise

EXHIBIT I

the option(s) to renew, Lessee shall, no later than ninety (90) days prior to the date such renewal period shall begin, give written notice to Lessor pursuant to the notice provisions contained herein of Lessee's intention to exercise such renewal option. In the event Lessor shall have not received notice of intent to renew, Lessor shall give to Lessee notice that such renewal has not been received, and Lessee shall have sixty (60) days in which to exercise the right to renew. The Lease together with all options, if exercised by Lessee, shall expire on September 30, 2008.

ARTICLE 3: Use of Premises. Lessee agrees to use the premises for the purpose of handling containerized cargoes being consolidated and de-consolidated, export packing and crating, bagging, export purchasing for foreign corporations and project management, and other such activities associated with the foregoing. Lessor agrees to provide rail service to the Premises as long as the present rail access is maintained by Lessee. Any additional purposes for which the Premises are sought to be utilized other than those stated above must first be approved by Lessor in writing prior to implementation, which authorization Lessor will not unreasonably withhold. Lessee shall comply with all federal, state and local laws, including environmental rules and regulations in force or enacted during the lease period in regard to its operations on Lessor's premises.

ARTICLE 4: Rent. In consideration of the leasing of the Premises for the initial term of this Lease and all extensions thereof, and the performance by Lessor of the covenants and agreements herein provided, Lessee shall pay to Lessor an annual rent in equal monthly installments as follows:

(a) Rental of the Premises of Ten Thousand ($10,000.00) Dollars per month for the first five years of said lease, due in monthly and consecutive installments. At the commencement of the sixth (6th) year of the initial lease period and continuing during the first five (5) year option period if exercised by Lessee, rental shall be Twelve Thousand ($12,000.00) Dollars per month, and during the third five (5) year period, if exercised by

Lessee, rental shall be Thirteen Thousand Five Hundred ($13,500.00) Dollars per month.

In addition to the rent stated herein, Lessee shall be responsible for and shall pay all utility charges incurred by or for Lessee or Lessee's benefit. Such usage will be metered separately for the sole account of Lessee.

ARTICLE 5: Section 1. General Insurance Requirements. During the term of this Lease, Lessee, at its own expense, shall carry and shall provide evidence that the following insurance coverages are in force covering its operations on the leased Premises:

(A) Workmen's Compensation Insurance, and other insurance required by law for the benefit of all persons in its employ. Employers' Liability under the Workmen's Compensation Insurance Law shall be not less than One Hundred Thousand Dollars ($100,000.00).

(B) Public Liability Insurance covering Lessee and any contractor or subcontractor (hereinafter collectively referred to as a "contractor") it shall employ.Said public liability coverage shall protect the Lessee and any contractor while performing work on the leased Premises, from any and all claims for damages arising out of personal injuries, including wrongful death, or property damage, which may result from operations, whether those operations be by Lessee or any contractor or by anyone directly or indirectly employed by either of them. Public Liability Insurance shall be in the amount of not less than One and one-half Million ($1,500,000.00) Dollars combined single limit for Bodily Injuries and Property Damages arising out of any one incident; or not less than One and One-half Million ($1,500,000.00) Dollars applying separately to Bodily Injury and to Property Damage Liabilities if the policy is issued with separate limits.

(C) Automobile Liability Insurance to cover Lessee. Automobile Liability Insurance shall be in the amount of not less than One and One-Half Million ($1,500,000.00) Dollars for one person for injuries, including wrongful death, and subject to

the same limit for each person in an amount not less than One and One-half Million ($1,500,000.00) Dollars on account of one occurrence. Property Damage Insurance shall be in an amount not less than One and One-Half Million ($1,500,000.00) Dollars for each accident. Lessee agrees to provide to Lessor Certificates of Insurance for any Contractor in its employ, evidencing automobile liability insurance in a like amount as it is required to provide.

(D) Fire and extended coverage insurance will be carried on the Premises by Lessor and Lessee will be billed annually at the rate of Six (6) Cents per One Hundred ($100.00) Dollars of coverage based on the value covered by Lessor.

(E) The above insurance policies shall remain in full force and effect and shall not be cancelled, allowed to lapse, or allowed to expire until thirty (30) days after Lessor has received written notice thereof. Each policy shall insure Lessor as its interest may appear.

Section 2. Public Liability Indemnification.

(a) In consideration of the benefits to be derived from this Lease by Lessee, Lessee shall pay,and shall indemnify, protect, save and hold harmless Lessor from and against all liabilities, damages, costs and expenses (including reasonable attorneys' fees incurred by Lessor), causes of action, suits, demands, judgments, claims, fines, penalties, and assessments of any nature whatsoever (excluding those based on the negligence of Lessor, but including those caused by the negligence of Lessee or any of its customers, invitees, or licensees), arising from, by any reason of, or in connection with: (a) injury to or death of persons or damage to property: (i) in or on the leased Premises; (ii) in any manner arising from use, non-use or occupancy of the leased Premises by Lessee or any of its customers, invitees or licensees; (iii) resulting from a condition of the leased Premises, excluding any condition of the leased Premises for which Lessor specifically is responsible for under this Lease; (iv) resulting from the discharge by Lessee and/or its customers, invitees or licensees of polluting substances upon the leased

Premises, navigable waters, or adjoining or nearby lands and private waters; or (v) resulting from the failure of Lessee to promptly report to the appropriate governmental agency the discharge of pollutants; (b) violation of any agreement, representation, warranty, term or condition of this Lease by Lessee including, but not limited to, any violation of this Lease which relieves the issuer of any of Lessor's insurance policies covering the leased Premises from liability under the policy; or (c) violation of any law affecting the leased Premises, including pollution control laws, or the use and/or occupancy of the leased Premises.

ARTICLE 6: Access to Premises. (a) Lessor shall have the right to enter the Premises at reasonable hours and upon appointment to inspect them and to ascertain that Lessee is complying with all of its obligations hereunder, including compliance with all environmental regulations in force now or during the term of this lease.

(b) Lessor hereby grants and guarantees to Lessee rights of reasonable ingress and egress to the Premises.

ARTICLE 7: No Illegal Use. The premises shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, including environmehtal laws, nor in any manner so as to create any nuisance or trespass and/or unreasonable risk of injury to persons or damage to property.

ARTICLE 8: Interference. Lessee's use of the leased Premises shall not interfere with Lessor's operations or the operations of any of Lessor's tenants.

ARTICLE 9: Damage to Merchandise. Lessor shall not be responsible for any damage to Lessee's merchandise except that caused by the willful or negligent acts of the Lessor, its agents or employees. Lessor shall not be under any obligation to insure the merchandise against casualty.

ARTICLE 10: Upkeep and Maintenance. Lessee agress that it will use reasonable diligence to maintain the facility at all times to keep all premises clean and free of trash, litter and/or obstruction of any kind, and in good, usable and aesthetic order.

The ordinary upkeep and maintenance of the Premises or any repairs for any damages thereto occasioned by the operations of Lessee shall be at the expense of Lessee, structural repairs excepted. Should Lessor deem it necessary to advise Lessee of nonperformance of this duty, after five (5) days' notice, Lessor reserves the right to clean the area with all costs inturred to be charged against Lessee's account. Inspections concerning the maintained quality of the Premises by Lessor may, from time to time, take place upon appointment with Lessee.

ARTICLE 11: Construction at Premises. Changes to the Premises and to the existing building by Lessee will be approved by Lessor's Engineering Department prior to any changes being made by Lessee. Any changes so approved shall be made at Lessee's expense and shall become property of the Lessor.

ARTICLE 12: Easements. Lessee acknowledges the existence of certain easements for utility and pipeline purposes in, on and across certain portions of the Premises. Lessee agrees that it shall not erect or permit to be erected any structure or other improvement upon, under or over any easement and/or right of way, which may tend to damage or adversely affect any granted easement rights.

Lessor reserves the right to enter said Premises, as necessary, for the purpose of maintaining any granted easement rights.

Lessee agrees that any holder of any granted easement rights on any portion of the Premises may enter that portion of the Premises for purposes of repair, maintenance or replacement of any easement rights.

ARTICLE 13: Security: Security of the Premises will be maintained by Lessee with the exception of the existing Gate by the existing railroad track. Said gate between Lessor's and Lessee's property will be secured by the Savannah State Docks Railroad for ingress and egress purposes.

ARTICLE 14: Quiet Enjoyment.

(A) Lessee, upon paying the rent and all other sums and charges to be paid by it as herein provided, and observing and

keeping all covenants, warranties, agreements, and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term of this Lease, without hindrance or molestation by anyone.

(B) Lessor represents and warrants to Lessee that it has fee simple title to the Premises and has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by it hereunder.

ARTICLE 15: Wetlands. It is understood that the land on the south side of the premises is currently classified as "wetlands." If any property is not classified as wetlands or should the wetlands category change by law or interpretation, Lessee will have a right of refusal to lease a part or all of the three (3) acres adjacent to their property. Lessee must notify Lessor of its intent in writing within thirty (30) days of being notified by Lessor that said acreage is available to be leased.

ARTICLE 16: Non-Competa Agreement: It is understood that Lessee will be offering services such as export crating, packaging and bulk intermodal transfer capabilities. In conjunction with these services, the Lessee will be doing related container stuffing and stripping and warehouse activities. The intent is that all of these services add flexibility to the capabilities of the users of the Port of Savannah without presenting undo duplication of existing capabilities of Lessor. Lessee agrees not to actively pursue business normally enjoyed and performed by Lessor and Lessor agrees not to actively pursue buiness normally enjoyed and performed by Lessee.

ARTICLE 17: Assignment and Subletting. Lessee may not, without the prior written consent of Lessor endorsed hereon, assign this Lease or any interest hereunder, or sublet the leased Premises or any part thereof, or permit the use of the Premises by any party other than Lessee.

ARTICLE 18: Waivers. Failure of Lessor or Lessee to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver

by Lessor or Lessee at any time, express or implied, of any breach of any provision of this Lease or a consent to any acceptance by Lessor of any partial payment shall constitute an accord or satisfaction, but shall only be deemed a part payment on account.

ARTICLE 19: Default. If either party shall be in default under any provisions of this Lease, the opposite party shall notice the other thereof, in writing, setting forth the nature of the default. If the party so notified shall fail to cure the default within thirty (30) days after receipt of such notice, other than the non-payment of the monthly rental which shall be cured within ten (10) days after service of such notice, the opposite party shall have the option either (i) to cure the default and charge the other with all costs incurred or paid in connection therewith, or (ii) to terminate this Lease by serving upon such other a written notice of such termination which shall be effective on the date specified in such notice. The termination of this Lease by Lessor because of Lessee's default shall not relieve Lessee of its obligation to pay the Rent hereunder. In the event that Lessor relets the Premises and receives any payment of rent therefor, Lessee's obligation under the terms of this Lease shall be reduced in a sum equal to the rents received by Lessor.

(a) In the event the Lessee defaults for ten (10) days after notice thereof in paying said rent, or in the event the Lessee defaults for thirty (30) days after notice thereof in the performance of any of the stipulations, covenants, terms, conditions, agreements or provisions of this Lease; or in the event the Lessee is adjudicated a bankrupt; or in the event a permanent receiver is appointed the for Lessee's property, including the Lessee's interest in said Premises and such receiver is not removed within thirty (30) days after notice from the Lessor to the Lessee to obtain such removal, or in the event, whether voluntarily or involuntarily, the Lessee takes advantage of any debtor-relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be,

reduced or payment thereof deferred, or in the event the Lessee makes an assignment for benefit of creditors, in the event said Premises or Lessee's effects or interest thereto shall be relieved or discharged within thirty (30) days after written notice from the Lessor to the Lessee to obtain satisfaction thereof, then, and in any of the above said events, the Lessor shall have the right to terminate this lease agreement by giving thirty (30) days notice (but only during the continuance of such default or condition) to Lessee, whereupon this Lease shall end. None of the foregoing time periods shall be deemed to extend the term of this Lease beyond 12:00 o'clock midnight on the day on which this Lease or any extension hereof terminates. After an authorized assignment or subletting, the occurring of any of the foregoing defaults or events shall affect this Lease only if caused by or happening to the assignee or subtenant. Upon such termination by the Lessor, the Lessee will at once surrender possession of the Premises to the Lessor and remove all of Lessee's effects therefrom; and the Lessor may forthwith remove all persons and effects therefrom;using such force as may be necessary without being guilty of trespass, forceable entry or detainer of other tort.

(b) Any accidental discharge of pollutants shall not constitute a default under this agreement.

(c) Notwithstanding any of the remedies set forth above, if at any time during the time of this Lease or any renewal thereof, Lessee defaults upon any term of this Lease Agreement and said matter is turned over to an attorney for collection, Lessee agrees to pay in addition to any amounts due under the terms of this Lease Agreement fifteen percent (15%) of said amount as reasonable attorney's fees.

ARTICLE 20: Notices. Whenever under this Lease a provision is made for any declaration, demand or notice of any kind or whenever it is deemed desirable or necessary by either party to give or service any declaration, demand or notice to the other, such declaration, demand or notice shall be in writing sent by certified or registered mail, return receipt requested, to the

addresses set out below or to such other addresses as are specified by written notice delivered in accordance herewith:

LESSOR: GEORGIA PORTS AUTHORITY
P. O. Box 1606
Savannah, Georgia 31402
Attention: Executive Director

LESSEE: COMMERCIAL SERVICES PACIFIC OF SOUTH CAROLINA, INC.
250 Brampton Road
Garden City, GA 31407
Attention: President

ARTICLE 21: Interpretation. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The terms "Lessor" and "Lessee" whenever used herein shall mean only the owner at the time of Lessor's or Lessee's interest herein, and upon any sale or assignment of the interest of either Lessor or Lessee herein, their respective successors in interest and/or assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Lessor or Lessee, as the case may be.

ARTICLE 22: Captions. The captions herein are for identification and reference purposes only and are not to be considered as part of this Lease Agreement.

ARTICLE 23: Parties. Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns.

ARTICLE 24: Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Georgia and Lessor and Lessee hereby agree to be bound by and comply with all applicable laws and statutes.

ARTICLE 25: Partial Invalidity. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease,

or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 26: Entire Agreement. This Agreement is intended by the parties hereto to be the final expression of their agreement and is the complete and exclusive statement of the terms thereof notwithstanding any representation or statements to the contrary heretofore made. This Agreement may be modified only by a written instrument signed by each of the parties hereto. This Agreement by its terms cancels and supersedes any previous agreements entered into between the parties to to which the parties have become successors in interest to.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by their respective officers fully authorized as of the day and year first above written.

(SIGNATURES ON FOLLOWING PAGE)

GEORGIA PORTS AUTHORITY

BY: _____

ATTEST: _____
SECRETARY - TREASURER
(CORPORATE SEAL)

SIGNED, SEALED AND DELIVERED
THIS 25th DAY OF October
1993 IN THE PRESENCE OF:

_____

_____
NOTARY PUBLIC, STATE OF GEORGIA
MY COMMISSION EXPIRES 2/14/94

COMMERCIAL SERVICES PACIFIC
OF SOUTH CAROLINA, INC.

BY: _____
ITS: Vice Pres

ATTEST: _____
ITS: Sec.

SIGNED, SEALED AND DELIVERED
THIS 21 DAY OF September
1993 IN THE PRESENCE OF:

Carolina First Bank

_____
NOTARY PUBLIC, STATE OF GEORGIA SC
MY COMMISSION EXPIRES 13 Sept. 2000

STATE OF GEORGIA)
) FIRST AMENDMENT TO LEASE AGREEMENT
CHATHAM COUNTY)

THIS AMENDMENT, made and entered into this 19th day of September, 1994, by and between the GEORGIA PORTS AUTHORITY, a public corporation and instrumentality of the State of Georgia, hereinafter referred to as "GPA," as party of the first part, and COMMERCIAL SERVICES PACIFIC OF SOUTH CAROLINA, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "CSP," as party of the second part,

W I T N E S S E T H :

WHEREAS, the parties entered into a Lease Agreement dated October 1, 1993; and,

WHEREAS, in Article 2 of said Lease Agreement, the initial term of the Lease was set forth as one (1) year and granted to Lessee an option to renew the Lease on terms and conditions contained therein for a four (4) year period and two (2) additional five (5) year periods; and,

WHEREAS, CSP has notified GPA that it desires to exercise an option to renew said Lease Agreement, but for only an additional one (1) year term with option periods to begin thereafter; and,

WHEREAS, GPA has agreed to allow CSP to exercise a right to renew the Lease Agreement upon terms which have been negotiated and which vary from the original terms set forth in Article 2 of the Lease Agreement; and,

WHEREAS, the purpose of this First Amendment is to modify Article 2 of said Lease Agreement concerning the rights of CSP to renew the Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties agree as follows:

EXHIBIT J

1. Article 2: Term of the Lease Agreement dated October 1, 1993 is hereby deleted in its entirety and the following substituted in lieu thereof:

"ARTICLE 2: TERM. (a) The initial term of this Lease shall be for a period of one (1) year commencing on the first day of October, 1993. CSP shall have the option to renew this Lease on the terms and conditions contained herein for a one (1) year period beginning on October 1, 1994. CSP shall have an additional option to renew this Lease on the terms and conditions contained herein for a three (3) year period, beginning October 1, 1995. At the conclusion of said three (3) year period, September 30, 1998, GPA herein grants to CSP the option to renew this Lease on the terms and conditions contained herein for two (2) additional five (5) year periods, the first of said five (5) year periods beginning on October 1, 1998, and the last option period beginning October 1, 2004. In order to exercise the option(s) to renew, CSP shall, no later than ninety (90) days prior to the dates any such renewal period shall begin, give written notice to GPA pursuant to the notice provisions contained herein of CSP's intention to exercise any such renewal option. In the event GPA shall not have received notice of intent to renew for any option period, GPA shall give to CSP notice that such renewal has not been received and CSP shall have sixty (60) days in which to exercise the right to renew. The Lease together with all options, if exercised by CSP, shall expire on September 30, 2008."

2. Except as herein provided, all terms and conditions of the Lease Agreement dated October 1,1993, between GPA and CSP shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, GPA and CSP have caused these presents to be executed by their duly authorized officers and their seals affixed in duplicate, the day and year first above written.

GEORGIA PORTS AUTHORITY

By: _____
Chairman

Attest: _____
Secretary

(Affix Corporate Seal)

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public, State of Georgia
My Commission expires 2/18/98
(Notarial Seal)

COMMERCIAL SERVICES PACIFIC
OF SOUTH CAROLINA, INC.

By: _____
Title: President

Attest: _____
Title: Secretary

(Affix Corporate Seal)

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public, State of South Carolina
My Commission expires 4-19-99
(Notarial Seal)

STATE OF GEORGIA)
)
CHATHAM COUNTY)

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT, made and entered into this 10th day of December, 1995, by and between the GEORGIA PORTS AUTHORITY, a public corporation and instrumentality of the State of Georgia, hereinafter referred to as "GPA," as party of the first part, and CAPITAL CARGO INCORPORATED, as assignee of Commercial Services Pacific of South Carolina, Inc. ("CSP"), a private corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as "Capital," as party of the second part,

WITNESSETH:

WHEREAS, GPA and CSP entered into a Lease Agreement dated October 1, 1993; and,

WHEREAS, said Lease Agreement with CSP was renewed by Amendment dated September 19, 1994 for an additional one (1) term beginning October 1, 1994 and ending on September 30, 1995, with additional option renewal periods set forth therein; and,

WHEREAS, CSP filed a Chapter 11 Proceeding in the United States Bankruptcy Court for the District of South Carolina, being Bankruptcy No. 95-70476; and,

WHEREAS, Capital applied through said Bankruptcy Court to assume the Lease of CSP with GPA, that GPA has agreed to said assumption by Capital, and Bankruptcy Court has approved the same; and,

WHEREAS, Capital is now operating on GPA premises pursuant to the original Lease Agreement and Amendment thereto between GPA and CSP; and,

WHEREAS, GPA and Capital seek to now amend said Lease Agreement in part and in particular dealing with the parties thereto and insurance requirements thereof; and,

WHEREAS, the purpose of this Second Amendment is to allow Capital to assume the remainder of the Lease Agreement as amended between GPA and CSP, to clarify the term thereof and to recite insurance requirements effective thereunder:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. Said Lease Agreement and First Amendment thereto is hereby amended to delete all references therein to Commercial Services Pacific of South Carolina, Inc. ("CSP") and to substitute in lieu thereof Capital Cargo Incorporation ("Capital").

2. Article 1: Grant of Premises is hereby amended to attach a plat dated June 23, 1977 prepared by Barrett & Exley, Inc., said plat to be known as Exhibit "A" which is attached hereto and incorporated herein by reference.

3. Article 2: Term is amended to reflect the initial term of this lease assumption by Capital to be for a period of three (3) years, effective October 1, 1995. Capital shall have the option to renew this Lease, as amended, on the terms and conditions contained herein for two (2) additional five (5) year periods, the first option period beginning October 1, 1998. All remaining items of said paragraph remain unchanged.

4. Article 5: Section 1. General Insurance Requirements of the original Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

> "ARTICLE 5: Section 1. General Insurance Requirements. During the term hereof, Lessee shall, at its own cost and expense, maintain and shall provide evidence that the following insurance coverages are in force covering its operations on Georgia Ports Authority Terminal properties:
>
> "(a) Workmen's Compensation and Employer's Liability Insurance covering all persons in employ of Lessee, including any contractors or subcontractors. Such insurance shall be provided in accordance with applicable federal and state laws. Such coverage shall include those liabilities and obligations under the U.S. Longshore and Harborworker's Act. Employer's Liability Insurance limits shall not be less than One Hundred Thousand ($100,000.00) Dollars per accident and One Hundred Thousand ($100,000.00) Dollars per employee for disease claims.

"(b) Commercial General Liability Insurance (including broad form contractual liability coverage) to cover Lessee and any contractor or subcontractor while on the premises and/or while performing work on Georgia Ports Authority properties, from any and all claims for damages arising out of bodily injury, sickness or disease, including wrongful death, or property damage, or personal or advertising injury, which may result from their operations, whether said operations be by the Lessee or any contractor or subcontractor, or by anyone directly or indirectly employed by either of them. Commercial General Liability Insurance shall in the amount of not less than One Million ($1,000,000.00) Dollars combined single limit for Bodily Injuries and Property Damages arising out of any one incident; or not less than One Million ($1,000,000.00) Dollars applying separately to Bodily Injury and to Property Damage Liabilities if the policy is issued with separate limits. The policies shall provide protection at least as broad as that provided by the most recent edition of the Commercial General Liability Policy promulgated by the Insurance Services Office, and shall be underwritten on an occurrence basis only.

"(c) Automobile Liability Insurance to cover any auto owned, leased, borrowed or otherwise used by the Lessee and any contractor and subcontractor of Lessee. Automobile Liability Insurance shall be in the amount of not less than One Million ($1,000,000.00) Dollars combined single limit for Bodily Injuries and Property Damage Liabilities if the policy is issued with separate limits. The policy or policies shall be at least as broad as that provided by the latest edition of the Business Automobile Policy promulgated by the Insurance Services Office (ISO).

"(d) Warehouseman's Legal Liability Insurance or equivalent bailee's insurance providing coverage for loss, destruction or damage to property of others, including cargo, in Lessee's care, custody or control. The policy limit shall be at least One Million ($1,000,000.00) Dollars for property damage arising

from one occurrence. The coverage shall be underwritten on an "all risks" or "special" policy format, providing coverage for goods on a replacement cost basis, other than inventory, which shall be insured on the basis of selling price, less any applicable discounts.

"(e) Property or Inland Marine Insurance as Lessee may deem advisable on any contents, equipment, machinery, and additions and improvements stored or maintained within or attached to leased premises by Lessee. Lessor is not responsible for property damage to personal property, cargo, equipment or tenants's improvements and betterments which are owned or leased by Lessee or in the Lessee's care, custody or control.

"(f) The above insurance policies shall remain in full force and effect and shall not be cancelled, allowed to lapse, or allowed to expire until a minimum of thirty (30) days after the Georgia Ports Authority, Risk Management Department, P. O. Box 2406, Savannah, Georgia 31402, has received written notice thereof."

5. Except as herein provided, all terms and conditions of the original Lease Agreement between GPA and CSP dated October 1, 1993, as amended September 19, 1994, with all references to CSP to now read as "Capital" shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, GPA and Capital have caused these presents to be executed by their duly authorized officers and their seals affixed in duplicate, the day and year first above written.

GEORGIA PORTS AUTHORITY

By: _____
Chairman

Attest: _____
Secretary

(Corporate Seal)

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public, State of Georgia
My Commission expires 4-27-99
(Notarial Seal)

CAPITAL CARGO INCORPORATED

By: _____
President

Attest: _____
Secretary

(Corporate Seal)

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public, State of Georgia
My Commission expires 4-27-99
(Notarial Seal)

EASEMENT AGREEMENT
Savannah State Docks Railroad

THIS EASEMENT AGREEMENT (hereinafter "Agreement"), made and entered into on the 1st day of June, 1998 by and between the GEORGIA PORTS AUTHORITY, a public corporation and instrumentality of the State of Georgia, hereinafter "GPA," and SAVANNAH PORT TERMINAL RAILROAD, INC., a corporation organized under the laws of the State of Delaware which is seeking authorization to do business as a Class III common carrier by railroad subject to the jurisdiction of the Surface Transportation Board (hereinafter "SPTRR") and under common control (of)(with) Genesee & Wyoming Inc., and amended by agreements dated October 25, 1999, May 20, 2002, and February 11, 2003:

WITNESSETH:

WHEREAS, GPA owns and operates a switching railroad, being an unincorporated association named Savannah State Docks Railroad (hereinafter "SSDRR"), which Railroad serves GPA port facilities at the Garden City Terminal, Garden City, in Chatham County, Georgia; and

WHEREAS, the Board of Directors of GPA deems it to be in the public interest to privatize rail operations presently being provided by the SSDRR and to substitute therefor the competitive services of a certificated carrier in the private sector; and

WHEREAS, GPA wishes to grant an easement for railroad purposes only to SPTRR on, over and across all of the lands shown on Exhibit "A" attached hereto and by reference made a part hereof, and further wishes to grant by this Agreement the right to use all rail tracks situate on said land, together with all switches and equipment related to said tracks in order for SPTRR to exercise its rights and to perform as a common carrier by railroad servicing the GPA facilities at Garden City Terminal; and

WHEREAS, GPA wishes to have SPTRR assume full responsibility for the continued provision of rail transportation services over GPA properties at the Garden City Terminal in Chatham County, Georgia (the "Premises"); and

WHEREAS, SPTRR is willing to accept this Agreement and to operate on the Premises and to assume full responsibility for the provision of said railroad transportation services (including the calculation of and the payment for car hire per diem expenses and the filing for and collection of per diem reclaim associated therewith), to and/or from the GPA Premises at the Garden City Terminal in Chatham County, Georgia, which services shall not include the loading or unloading of cargo or a container stuffing and stripping operation; and

WHEREAS, contemporaneously with the execution of this Agreement on June 1, 1998, GPA sold all of its locomotives, railroad equipment, inventory and supplies used in connection with the operation of SSDRR, all as more particularly described in Exhibit "B" attached hereto and collectively referred to as the "Equipment" so as to completely terminate its services as a carrier by rail:

WHEREAS, the parties now wish to clarify certain aspects of the Agreement, to adjust certain other aspects thereof, and to restate the Agreement as thus amended in its entirety for ease of administration;

NOW. THEREFORE, in consideration of the foregoing and of the mutual agreement herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree that the Agreement as amended is revised to read as follows:

1. DEFINITIONS

(a) "Revenue" shall mean the total revenues earned by SPTRR from its operations at the Garden City, Georgia Terminal for the provision of rail transportation services, and ancillary services including demurrage, but excluding rail car per diem reclaim. For purposes of determining monthly Revenue for rail car volume participation payments under Section 17 of this Agreement, the Revenue attributable to each revenue car during any month shall be deemed to be the total Revenues earned during that month divided by the total number of cars to which SPTRR assessed charges directly based upon receipt or delivery of said cars.

(b) "Commencement Date" shall mean the date on which SPTRR notifies GPA that any and all requisite regulatory approvals for its assumption of common carrier responsibility for the provision of rail transportation services over the Premises have been obtained and that said orders are effective; provided that the parties may, by agreement, specify a different date as the Commencement Date.

(c) "Gross Revenues" shall mean all revenues, rents, fees, commissions, charges and any other income from any source received by or accrued to SPTRR in connection with the operation of all activities conducted at the Garden City Terminal, as determined in accordance with Generally Accepted Accounting Principles. However, no deduction from Gross Revenues will be made for uncollected accounts, credit losses or other bad debts sustained by SPTRR. SPTRR must charge for all services rendered, including services rendered for or on behalf of affiliated companies except for those services having prior approval of GPA to meet customer service requirements.

(d) "FRA" shall mean the Federal Railroad Administration.

(e) "Railroad Car" shall mean any type of railroad freight car or other items of on Track freight hauling equipment.

(f) Premises shall mean all areas under the jurisdiction of GPA, as indicated on Exhibit A.

(g) "Interest" shall mean interest calculated at the prime rate publicly announced from time to time by SunTrust Bank, N.A., its successors or assigns, in Savannah, Georgia, compounded daily and calculated from the day after the payment to which interest applies was due, until the date said payment is made, both dates inclusive, unless another beginning or ending date for the calculation of interest is specified in a particular provision of this Agreement. Unless otherwise expressly provided herein, Interest shall apply to all payments required hereunder and not made on or before the due date therefor; and where no due date is specified herein for any particular payment, the payment shall be deemed due on the date a proper demand therefor is made by notice from payee to the payor.

(h) "Month" shall mean a calendar month while this Agreement is in effect, except that the first month shall begin on the Commencement Date and end on the last day of that calendar month and the last month shall end on the date on which SPTRR's easement of the Premises terminates.

(i) "CSXT" shall mean CSX Transportation.

(j) "NS" shall mean Norfolk Southern Corporation or any of their railroad subsidiaries.

(k) "STB" shall mean the Surface Transportation Board or any successor federal authority with jurisdiction over the operations of common carriers by rail.

(l) "Interchange Point" shall mean the location where railroad cars are received from and/or delivered to CSXT, NS and any other applicable railroad.

(m) The "Tracks" shall mean:

(1) trackage, ties, roadbed, trestles, crossings at grade, appurtenances, and the clearances therefor, owned by GPA within the area under the jurisdiction of GPA, which trackage is set forth and described in Exhibit A; and

(2) any trackage that may be or may hereafter be granted by GPA for use by SPTRR hereunder, the operation thereon shall be made known to SPTRR by GPA by written notice, subject to any necessary regulatory approvals.

(n) "Crossing(s)' shall mean all track bed and rail components, plus highway road bed and surface for the width of the rail ties within the crossing area where the Tracks cross any public street.

2. EASEMENT FOR USE OF THE PREMISES

GPA does hereby grant and convey to SPTRR, and SPTRR does hereby agree to accept an easement for railroad purposes only on, over and across all those certain lands shown on Exhibit A attached hereto and by reference made a part hereof, together with the use of the tracks situate thereon, subject to the terms and conditions hereafter set forth.

3. TERM

The initial term of this easement shall be for four (4) years commencing on June 1, 1998 and terminating on May 31, 2002. Subject to subsections (a) through (d) hereinbelow, GPA grants to SPTRR options to renew this Easement Agreement for four (4) four (4-yr.) year terms for a total term of twenty (20) years expiring on May 31, 2018. (The first renewal option was exercised on May 20, 2002, extending the present term to May 31, 2006.) At least ninety (90) days prior to the expiration of the initial term or any renewal term herein, SPTRR shall give written notice to GPA indicating whether it will or will not exercise its renewal option(s). Any

renewal of this Agreement following such notice shall be under the same conditions stated herein, except in the event of the following:

(a) the operation is abandoned at any time during the initial term or any option period herein; or

(b) the operation is not being used for its intended purpose; or

(c) Agreement is terminated due to default as set forth herein; or

(d) GPA determines in its sole discretion that continued operation by SPTRR is not in the best interest of the Port served and its customers and so advises SPTRR in writing at least ninety (90) days prior to the expiration of the four (4) year term then applicable.

Notwithstanding the expiration or termination of this Easement Agreement, SPTRR shall remain in possession of the Tracks, and shall remain entitled and obligated to provide rail transportation services thereon, in accordance with the terms hereof, until such time as any and all necessary regulatory approvals have been obtained for its termination of such services, it being understood that such approval could relate either to the substitution of another rail carrier to provide common carrier railroad services over the Tracks, or to the complete abandonment of the Tracks as common carrier railroad lines. When and if this Easement Agreement expires or is terminated, SPTRR shall cooperate in good faith with GPA's efforts to obtain any necessary regulatory approvals for the substitution of another common carrier railroad to operate over the Tracks, or if GPA so elects, to obtain any necessary regulatory approvals for the abandonment of the Tracks as common carrier rail lines. The cooperation required of SPTRR by this paragraph shall without limitation include joining with GPA, if GPA so requests, in the filing of one or more applications or other appropriate pleadings with the STB to obtain such approvals. If SPTRR refuses to cooperate as required by this paragraph, GPA shall be entitled to

reimbursement by SPTRR of the costs, including attorneys' fees, incurred by GPA in seeking such regulatory approvals without SPTRR's assistance.

4. TRANSFER OF POSSESSION AND CONTROL OF THE PREMISES

(a) At 12:01 A.M. Eastern Daylight Time (or Eastern Standard Time if applicable) on the Commencement Date, SPTRR shall be vested with an Easement on, over and across the Premises, pursuant and subject to this Agreement. The Georgia Ports Authority shall thereafter have no further responsibility for providing rail transportation services over said Premises.

(b)When and if the Tracks are abandoned as common carrier railroad lines, GPA shall be entitled to regain the exclusive use of its land with all easement rights terminated.

5. PROVISION OF RAILROAD SERVICES BY SPTRR

Beginning on the commencement date and for as long thereafter as this Agreement remains in effect, SPTRR shall bear full common carrier responsibility for the provision of rail transportation services on the Premises in accordance with applicable tariffs, contracts and laws.

6. TARIFFS AND CONTRACTS

Initially, said rail transportation services shall be performed by SPTRR in accordance with GPA's existing Tariff as shown on Exhibit "C" attached hereto and by reference made a part hereof, and contracts and other agreements with its users and with other carriers, which SPTRR hereby agrees to adopt and/or assume. Subject to any limitations set forth in such contracts or as may have been or may be prescribed by the STB, SPTRR thereafter may modify or cancel any such Tariff or agreement in such lawful manner as it deems appropriate.

7. AGREEMENTS WITH OTHER RAILROADS.

SPTRR shall use its best efforts to secure and maintain agreements with CSXT, NS and any other railroad pursuant to which those carriers pay and absorb SPTRR's switching charges.

8. RIGHTS. DUTIES AND OBLIGATIONS OF SPTRR

(a) All rights, duties and obligations set forth herein shall be the responsibility of SPTRR and shall be guaranteed by all parent or controlling firms or corporations of SPTRR with those parent or controlling firms or corporations set forth herein on Exhibit "D" attached hereto and by reference made a part hereof.

(b) Efficient Service. SPTRR shall provide efficient and economical railroad transportation services, including service to customers along the Tracks, and including the interchange of railroad cars to and from CSXT, NS and any other railroad, during the hours reflected in the CIRR Tariff 8000-B effective December 1, 1996 and revisions thereto commensurate with the reasonable needs and requests of GPA and its customers. SPTRR shall be responsible for complying with all applicable laws, regulations and rules, including interchange and other rules promulgated by the Association of American Railroads, and for maintaining suitable interchange arrangements or agreements with CSXT, NS and any other railroad. SPTRR acknowledges that the successful operation of CPA's port facilities is in large measure dependent upon the efficient and proper operation and maintenance of the Tracks and the development and encouragement of present and potential customers to locate and remain on the Tracks and to use GPA's services. SPTRR agrees to cooperate with GPA to ensure that adequate rail service, at competitive cost, is at all times furnished to users of the Premises as well as to other customers located along the Tracks.

(c) Equipment and Labor to be Furnished. SPTRR shall furnish all locomotives, equipment, tools, supplies, labor, supervision and any and all materials necessary to perform the operating services and track maintenance, and shall perform the services in a good, efficient, safe and workmanlike manner.

9. HOUSEKEEPING

SPTRR, at its expense, shall remove all debris and excess materials resulting from Railcar Switching maintenance and repair activities, and upon completion of work leave GPA's Premises in clean and good order.

10. UTILITIES

SPTRR shall pay for utilities and other related services incurred in the conduct of rail operations. Such services shall include, but not necessarily be limited to, electricity, water and sewer.

11. OPERATION ON THE TRACKS

It shall be the duty of SPTRR to inspect the Tracks and to satisfy itself as to the safe and serviceable condition thereof before causing any locomotive or Railroad Car to be moved thereupon. The operation of any locomotive or Railroad Car upon the Tracks by SPTRR, its officers, employees, agents, servants or subcontractors shall constitute an acknowledgment by SPTRR that the condition of the Tracks is such that locomotives or Railroad Cars may be safely operated thereupon. SPTRR shall perform its operation on the Tracks as though the Tracks were Class II Trackage as defined by the Federal Railroad Administration.

12. TRACKAGE CONSTRUCTION, MAINTENANCE AND REPAIR

(a) Throughout the Term and any renewal period of this Agreement, SPTRR, at its expense, shall maintain, repair and recondition the Tracks in no less than Class II condition or

higher. SPTRR shall maintain monthly reports detailing the work performed on the Tracks and the planned related activities, which reports shall be promptly furnished to GPA for review. All FRA Inspection Reports and responses thereto shall be available to and copies furnished to GPA promptly. All reports of derailment, causes thereof and corrective action taken shall be made available to and copies furnished to GPA promptly. GPA shall have the right to enter the easement premises at reasonable times to determine the condition and maintenance of the tracks. Additionally, SPTRR shall promptly inform GPA's Director of Operations of any material change in the condition of the Tracks, including without limitation, conditions requiring repair. When the replacement of cross ties, rail, ballast and other similar items is determined to be necessary, materials at or above FRA specifications shall be used unless otherwise agreed by GPA. SPTRR shall at all times maintain the GPA tracks in accordance with Track Safety Standards published by the Federal Railroad Administration, presently in Title 49 U.S. C. Part 213 in effect January 1, 1998 and all revisions thereto. SPTRR represents that it and/or its carrier affiliates have satisfied all FRA Inspection Reporting Deficiencies during the past three (3) years.

(b) So long as SPTRR remains responsible for providing common carrier rail service over the Tracks, it shall have the right at its expense to construct additional connections and/or lateral lines on the Premises when required to fulfill its common carrier obligations. Any such additional trackage shall become part of the Tracks and as such shall be the property of GPA.

(c) If, while this Easement Agreement remains in effect, SPTRR concludes that the Tracks (or any portion thereof) should be upgraded in order to facilitate its safe and efficient operation thereon, SPTRR shall have the right to make such upgrades at its own expense,

provided such upgrades will not adversely affect the valuation of the Tracks. Prior to implementing any such upgrade, SPTRR may (but shall not be required to) solicit GPA's explicit approval for the upgrade, the budgeted cost thereof, and a depreciation schedule therefor (which shall not exceed 15 years of straight-line depreciation). If SPTRR obtains such prior approval from GPA, and this Easement is thereafter terminated before the approved upgrade investment has been completely depreciated, SPTRR shall be entitled to reimbursement by GPA of the undepreciated cost (which shall be the lesser of the actual cost provided to GPA at the date of completion or the budgeted cost) of the upgrade.

13. LIENS AND ENCUMBRANCES

SPTRR shall keep the Tracks free and clear of any and all liens and encumbrances arising out of its possession, uses, modification or operation of the Tracks which might impair GPA's interest in the Tracks or SPTRR's easement interest in same; provided, that this requirement shall not be construed to prohibit SPTRR from contesting in good faith and by appropriate proceedings its alleged obligations giving rise to any such lien or encumbrance unless such contest involves a material risk that the Tracks or any part hereof or interest therein (including SPTRR's easement interest) may be sold, lost or forfeited, or the use thereof interfered with.

14. OWNERSHIP OF THE PREMISES

Notwithstanding SPTRR's exclusive possession and use by easement of the Premises under this Agreement, GPA shall at all times remain the owner of all of its right, title and interest in the Premises and underlying lands. Nothing herein shall be construed as a conveyance of an interest in real property. SPTRR shall not take any action inconsistent with the

foregoing, and in particular shall not represent to third parties that its interest in the Premises exceeds that granted to it under this Easement Agreement.

15. CONDITION OF TRACKAGE AND PREMISES

(a) GPA shall be responsible for insuring that as of the Commencement Date the Premises meet Class II (FRA) maintenance standards except for any sections that GPA and SPTRR agree should be exempted from such standards. In the event that it is determined that any portion of the Premises do not meet such standards (or are waived by SPTRR) on the Commencement Date, GPA shall have a period of ninety (90) days, or longer if agreed by the parties, within which to bring said Premises up to such Class II standards. SPTRR acknowledges that no other warranties, either express or implied, have been made or are made by GPA with respect to the condition of the Premises.

(b) It shall be the duty of SPTRR to inspect the Premises and satisfy itself as to the condition thereof before causing any engine, train or car to be operated thereupon. The operation of any engine, train or car upon the facilities by SPTRR, its officers, employees, agents, servants or subcontractors shall constitute an acknowledgment by SPTRR that the condition of the Premises is such that engines, trains and cars may be safely operated thereupon.

(c) From and after the Commencement Date and until the termination of this Agreement, SPTRR shall be responsible for maintaining the Premises in no less than the condition they were in on the Commencement Date, and for returning the Premises to GPA in at least that condition when this Agreement is terminated.

16. EQUIPMENT SALE

On the Commencement Date GPA shall have, in addition to tendering this Agreement pertaining to the Premises to SPTRR, sold and assigned and tendered possession to

SPTRR of all of its locomotives, railroad equipment, inventory and supplies, all as more particularly described in a Bill of Sale of even date hereof. Except as hereinbelow stated in this Item, all equipment has been sold in an "AS IS" condition with no warranties of any kind.

GPA shall be responsible for insuring that as of the date it tenders the locomotives to SPTRR hereunder, said locomotives are in a suitable working condition.

Prior to accepting any locomotive sold by GPA to SPTRR, SPTRR shall have the opportunity to inspect such equipment to determine if it is in suitable working condition.

17. CONSIDERATION AND VOLUME PARTICIPATION PAYMENTS

As consideration for its easement on, over and use of the facilities, SPTRR shall pay to GPA a fixed annual consideration plus a portion of revenue as defined in Sections 1(a) and 1(c) hereinabove. Said portion of revenue shall be defined hereinbelow as "volume participation payments."

(a) All payments provided herein shall be payable to GPA at Post Office Box 2406, Savannah, Georgia 31402.

(b) Fixed annual consideration shall be paid in the amount of $300,000.00 per year on each anniversary date (in advance) of the Agreement for the initial term of this Agreement. Increases in any renewal period shall be computed as follows: The "All Items" Consumer Price Index for All Urban Consumers for the United States published by the United States Department of Labor's Bureau of Labor Statistics ("CPI"). The CPI Adjustment will be the percent (%) change from May of the current year to May of the previous year to compute the increase to begin each July 1 during the initial term and any option period.

(c) Volume participation payments shall be payable for each month not later than the 25th day of the following month.

(d) Volume participation payments to GPA shall be calculated as follows:

Number of Revenue Cars Per Month	// Participation Percentage
0 - 1555	30%
1556 -2500	56.2%
2501 and over	72.4%

Thus, the percentage continues to be calculated in accordance with the above schedule until the expiration of each month, at which time the number of revenue cars shall begin at zero, thereafter accumulating monthly for percentage-of-car-revenue calculations during the remainder of this Agreement.

18. TAXES. ASSESSMENTS AND OTHER EXPENSES

SPTRR shall bear all costs and expenses arising out of its ownership of the Equipment as shown on the Bill of Sale of even date hereof, and its use thereof in the provision of rail transportation services, and GPA shall have no responsibility therefor.

19. TERMINATION

(a) Default. Either party may terminate this Agreement upon thirty (30) days notice if the other party is in default of a material obligation or covenant under this Agreement and remains in default thereof for thirty (30) days following notice and demand by the non-defaulting party that the default be cured, except as to the payments required by this Agreement in which event the notice of default provided herein shall be ten (10) days instead of thirty (30) days. In the event of such termination for default, the provisions of Section 3 hereof shall apply, except that the party in default shall bear all costs resulting from termination of this Agreement.

(b) In the event SPTRR ceases performance or without legitimate justification fails to provide service commensurate with the reasonable needs of its customers, then GPA shall give SPTRR written notice of such non-performance or failure, and in the case of a failure

to provide satisfactory performance, the reason therefor, and SPTRR shall be allowed forty-eight (48) hours thereafter to begin performance or render it satisfactory. Should performance by SPTRR remain unsatisfactory without justification after said forty-eight (48) hour period, GPA shall be entitled, without diminution of any and all other legal remedies available to it, to terminate this Agreement for reasons of such default, subject to proof that SPTRR's performance has been unsatisfactory and to any necessary regulatory approvals.

(c) In the event SPTRR or any of its parent companies files, or has filed against it (/them), any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar actions), either in state or federal court, or becomes insolvent, or makes any transfer in fraud of creditors, or has a receiver appointed for its assets, or makes an assignment for the benefit of creditors, this Agreement shall terminate immediately, subject to any necessary regulatory approvals.

(d) Termination by GPA. GPA, in addition to all other remedies, may at its option declare this Agreement terminated upon the happening of any one or more of the following events:

(1) If the fees, charges or other payments which SPTRR herein agrees to pay or is obligated to pay under their Agreement with GPA, or any part thereof, are not paid within thirty (30) days of the due date; or

(2) If any instruments submitted to GPA for any payment are returned to GPA due to insufficient funds during the initial or any renewal term of this Agreement; or

(3) If SPTRR or any parent company files a voluntary petition for bankruptcy, or makes a general assignment for the benefit of creditors; or

(4) If SPTRR or any parent company is adjudicated bankrupt; or

(5) If SPTRR abandons and ceases to use the Premises except when such abandonment and cessation of use is due to fire, earthquake, strike, action of any government, default of GPA, or other cause beyond SPTRR's control; or

(6) If SPTRR uses or permits the use of the Premises at any time for any purpose for which the use at that time is not authorized by this Agreement or by a subsequent written Agreement between SPTRR and GPA; or

(7) SPTRR uses or permits the use of the Premises in violation of any law, rules or regulation; or

(8) If SPTRR reasonably fails to maintain the Tracks as specified herein or correct and restore any condition causing a derailment on the Tracks as specified herein.

(9) If SPTRR fails to provide competitive services.

20. SURRENDER OF PREMISES.

SPTRR covenants that, subject to Section 3 of this Agreement, it will quietly surrender the Tracks, and any assigned area for storage in good state and condition as provided herein, at the termination or expiration of this Agreement. Any improvements made to the Tracks by SPTRR shall remain the exclusive property of GPA. SPTRR shall, at such time, forthwith remove all equipment, trade fixtures, and personal property belonging to it, and any damage caused by the installation, presences or removal of such equipment and/or property shall be repaired by SPTRR at its expense.

21. DERAILMENTS.

In the event a derailment occurs while SPTRR is performing its services on GPA trackage, SPTRR agrees that it will immediately furnish, at its expense, all tools, machines,

equipment, labor and material necessary for making immediate repairs and immediately clearing the derailment and rerailing the locomotives and/or Railroad Cars.

22. LABOR WARRANTY

Unless otherwise agreed, SPTRR shall continue to furnish services to GPA and its customers during any pending dispute between the parties regarding their respective rights and obligations hereunder. SPTRR also warrants that it will continue to furnish services set forth hereunder during any labor dispute, strike or work stoppage with or by its employees and that it will take all action, including court action, reasonably necessary to prevent or terminate the same without interruption of its services hereunder.

23. LIABILITY AND INDEMNIFICATION

(a) GPA shall not be liable for any damages or injury to any property or persons whatsoever, brought upon the Premises as the employee, invitee or licensee of SPTRR, except, such damage or injury as may be caused by the sole negligent acts or omissions of GPA, its agents or employees.

(b) SPTRR shall indemnify and save harmless GPA, its members, directors, officers and employees, from any claims for damages to any person or group of persons which might occur on account of the use or occupancy of the Premises by SPTRR's agents, servants, employees, licensees and invitees, except for such damages as may be solely caused by the negligent acts or omissions of GPA, its agents or employees.

(c) Subject to subsection (b) of this section but notwithstanding any other provision hereof, when the proximate cause of any loss, injury or damage shall be inherent defects in or negligence in the maintenance of any portion of said Premises, SPTRR shall be

solely responsible for and shall bear all loss incident to or resulting from any derailment or from any casualty or accident occurring in or from the operation upon said Premises.

24. INSURANCE

SPTRR shall purchase and maintain such insurance as will protect it and GPA from the claims described below which may arise out of or result from the performance of rail transportation services hereunder by SPTRR, or by any subcontractor or by anyone directly employed by SPTRR, or by anyone engaged by SPTRR to perform any tasks on the premises, or by anyone for whose acts it may be liable:

(a) Claims under the Federal Employers Liability Act (FELA), disability benefit laws and any other employee benefit acts or laws applicable to SPTRR in the performance of its services;

(b) Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;

(c) Claims for damages because of bodily injury or death of any person other than its employees;

(d) Claims for damages insured by usual personal injury liability coverage which are sustained by any person as a result of an offense directly related to the employment of such person by SPTRR;

(e) Claims for damages because of injury to or destruction of tangible property of GPA or any other third party, including loss of use resulting therefrom due to the negligence of any employee or agent of SPTRR;

(f) Comprehensive Railroad Liability Insurance (including coverage for railroad operations and loss of use) shall be maintained in the combined limit of at least Five Million

Dollars ($5,000,000.00). Such coverage shall also include (i) liability for damage to or destruction of property of others in SPTRR's care, custody or control, and (ii) Broad Form Contractual Liability Coverage providing insurance as to the liability under this Agreement of SPTRR to GPA.

(g) FELA and occupational disease insurance with limits of Five Million Dollars ($5,000,000.00) will be carried to insure SPTRR's employees.

(h) Insurance on Products. SPTRR's products stored on the premises shall be insured or self-insured by SPTRR or, if SPTRR is not the owner of the products, by the owner of the products, against all risks deemed necessary by SPTRR.

(i) Commercial General Liability Insurance. (including contractual liability coverage) to cover SPTRR and any contractor or subcontractor (hereinafter collectively referred to as a "contractor") it shall employ. Said Commercial General liability coverage shall protect SPTRR and any contractor while performing work on the Premises, from any and all claims for damages arising out of personal injuries, including wrongful death, or property damage, which may result from operations, whether those operations be by SPTRR or any contractor or by anyone directly or indirectly employed by either of them. Commercial General Liability Insurance shall be in the amount of not less than Five Million ($5,000,000.00) Dollars combined single limit for Bodily Injuries and Property Damages arising out of any one incident; or not less than Five Million ($5,000,000.00) Dollars applying separately to Bodily Injury and to Property Damage Liabilities if the policy is issued with separate limits. The policies shall provide protection at least as broad as that provided by the most recent edition of the Commercial General Liability Policy promulgated by the Insurance Service Office, and shall be underwritten on an occurrence basis only.

(j) Automobile Liability Insurance to cover SPTRR and any contractor and subcontractor of SPTRR. Automobile Liability Insurance shall be in the amount of not less than One Million ($1,000,000.00) Dollars combined single limit for Bodily Injuries and Property Damages arising out of any one incident; or not less than One Million ($1,000,000.00) Dollars applying separately to Bodily Injury and to Property Damage Liability if the policy is issued with separate limits.

(k) The above insurance policies shall remain in full force and effect and shall not be canceled, allowed to lapse, or allowed to expire until thirty (30) days after the Georgia Ports Authority, P. 0. Box 2406, Savannah, Georgia 31402 has received written notice thereof. At the end of the initial term herein and at the end of each option period, GPA reserves the right to increase applicable limits set forth herein dependent upon its then-existing insurance requirements. SPTRR agrees it will increase said limits accordingly.

All of the insurance specified in this section shall be obtained from an insurance carrier or carriers authorized to do business in the State of Georgia and satisfactory to GPA. Certificates of Insurance evidencing the insurance required to be maintained by SPTRR shall be filed with GPA's Risk Manager prior to commencing any services hereunder and maintained on file during any term or renewal period of this Agreement. GPA may require copies of policies. GPA shall be listed as additional insured under all such policies. SPTRR shall maintain any other insurance required by federal or state law. SPTRR's full compliance with the provisions of this section shall be a condition precedent to the provision of rail transportation services under this Agreement. Insurance shall include coverages for any and all indemnification of GPA, its members, directors, officers and employees by SPTRR.

25. RIGHT TO AUDIT

GPA shall have the right to audit the books and records of SPTRR insofar as necessary to verify that SPTRR is properly carrying out its obligations under this Agreement. Such inspection shall be on reasonable notice and at reasonable times and locations. SPTRR shall retain all books and records that might be subject to audit hereunder for at least three (3) fiscal years from their completion date.

26. EMPLOYMENT

(a) SPTRR shall take applications from, interview and employ acceptable employees presently employed in GPA rail operations provided SPTRR shall determine in its sole discretion the acceptability for employment of these employees.

(b) SPTRR shall furnish and be responsible for all its personnel needs in order to fulfill its duties and responsibilities under this Agreement. All personnel so employed in providing services, including the entire work force up to and including all members of management, or other persons in general charge of the Premises, shall be employed by SPTRR and shall remain at all times the employees of SPTRR and not the employees of GPA. SPTRR shall locate, recruit, select, hire and train all of its necessary personnel and shall supervise, direct and control such personnel.

(c) SPTRR will pay and be solely responsibility for all wages, fringe benefits, employee benefits, unemployment worker's compensation including Railroad Retirement or Social Security and other charges, taxes, levies or premiums regarding any such employees.

(d) Notwithstanding any other provisions of this Agreement, all such personnel employed by SPTRR shall be solely SPTRR's employees, subject to its exclusive direction and control, and GPA shall not have any right to exercise direction of, control over, employ or be responsible for any such personnel.

27. REPRESENTATION AND WARRANTIES

(A) SPTRR represents and warrants to GPA that it has the legal authority to enter into this Easement Agreement and to furnish the services set forth herein and to carry out its obligations hereunder, and its doing so does not and will not contravene or result in any breach or constitute any default under any other Agreement to which it is a party.

(B) SPTRR will not:

A. Use, occupy or permit the use or occupancy of the Premises for any purpose or in any manner which is or may be, directly or indirectly:

1. Violative of (a) judicial decisions, statutes, rulings, rules, regulations, promulgations, directives, permits, certificates or ordinances of any governmental authority known to SPTRR and in any way applicable to SPTRR or the Premises, including zoning, environmental and utility conservation matters; (b) GPA's Tariffs or Rules and Regulations; and (c) insurance requirements.

2. Dangerous to life or property or a public or private nuisance; or

3. Disruptive to the activities of any occupant of property adjacent to the Premises;

4. Commit or permit to remain any waste to the Premises; or

5. Commit or permit to be committed, any action or circumstance on or about the Premises which, directly or indirectly, would or might justify any insurance carrier in cancelling the insurance policies maintained by SPTRR or GPA on the Premises and improvements thereon.

(C) Prohibition of Alcohol and Drugs. SPTRR covenants and agrees to prohibit the use and consumption of alcoholic beverages, drugs and other intoxicants by its agents,

servants, employees and invitees while they are about or upon GPA's terminal facilities.

(D) SPTRR hereby represents and warrants to GPA:

1. That SPTRR's construction of, occupancy of, operation or use of the Premises will not violate any applicable law, statute, ordinance, rule, regulations, order of determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction (recorded or otherwise) known to SPTRR affecting the Premises, including but not limited to all applicable zoning ordinances and building codes, flood disaster laws and health and environmental laws and regulations (hereinafter sometimes collectively call "Applicable Laws"). GPA represents that it has no knowledge of any order or determination of any governmental authority or any board of underwriters, any restrictive covenant or any deed restriction affecting the Premises;

2. That in its use of the Premises, SPTRR will not violate any Applicable Laws pertaining to health or the environment (hereinafter sometimes collectively called "Applicable Environmental Laws"), including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; GPA's Tariffs, Rules and Regulations.

3. That the use which SPTRR intends to make of the Premises will not result in the disposal or other release of any hazardous substance or solid waste on or to the Premises -- the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA -- and, in the event either CERCLA or RCRA is amended so as to broaden

the meaning of any term defined thereby, such broader meaning will apply to such terms used in this agreement subsequent to the effective date of such amendment and, further, to the extent the laws of the State of Georgia establish a meaning for "hazardous substance," "release," "Solid waste," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply to such terms used in this agreement, and in either of said instances SPTRR must immediately cease activities prohibited or regulated by Applicable Laws or Applicable Environmental Laws upon the Premises and notify GPA in writing of same within five (5) days of doing so.

All of the foregoing representations and warranties made by SPTRR are continuing and must be true and correct for the entire term of this agreement, including any renewals hereof, and all of such representations and warranties will survive expiration or termination of this agreement.

28. RESERVATION OF AIR. MINERAL AND OTHER RIGHTS

Except to the extent that air rights are, as of June 2, 1998, occupied by any structure used for railroad purposes, this Agreement does not include air rights, mineral rights or sub-surface easements. GPA reserves the air rights (including the right of necessary supports and appurtenances), mineral rights and sub-surface easement rights and the right to grant the same but agrees that it will not, without the written consent of SPTRR, which consent may not be unreasonably withheld, grant any such rights to any others or itself use air space or exploit minerals, (i) if such grant or the exercise of rights granted thereby or such use or exploitation will result in loss of support to or unreasonable interference with the Premises, including tracks or structures located thereon, or (ii) if such grant or the exercise of rights granted thereby or such use or exploitation will otherwise unreasonably interfere with the easement rights of SPTRR for

railroad purposes, or (iii) if such grant or the exercise of rights granted thereby or such use or exploitation will reduce the clearance to a distance of less than 23 feet vertically above the top of the rails of said tracks or alongside any track to a distance less than 18 feet from the centerline thereof, the said 18 foot clearance to extend uniformly from a vertical extension upward of the said center line for a distance of twenty-three feet, Provided that

GPA and the SPTRR agree that in the event of exploitation of air or sub-surface easement rights, GPA may require relocate the tracks, but only if

(1) such relocation is necessary to permit the placement of any pillar providing support to a structure constructed in the use of air rights described in this paragraph and

(2) there is no point at which said pillar can be placed consistent with sound engineering practices without necessitating the relocation of any track, and

(3) neither such relocated track nor the work of relocation will unreasonably interfere with the use by SPTRR of the Premises herein, whether only in the immediate vicinity of said relocated track or elsewhere on the said Premises; and

(4) such relocation and all other work and modifications of other tracks and structures necessitated by such relocation are performed without cost to SPTRR.

29. RENEGOTIATION DUE TO HARDSHIP

If the terms of this Agreement have a material adverse effect on either GPA or SPTRR, due to causes beyond one of the Party's control, the affected Party may request in writing that this Agreement be renegotiated. This clause is intended to allow the Parties to renegotiate in good faith the original intent of this Agreement, but it is not intended to protect either Party from their poor bargaining.

30. NO LIABILITY

No member of GPA nor any of its directors, members, officers, or employees shall be held personally liable under this Agreement because of its execution or attempted execution.

31. INTERPRETATION

The Section and Subsection headings herein are for convenience only and shall not affect the construction hereof. This Agreement shall be construed in accordance with and be governed by the laws of the State of Georgia, except to the extent these laws may be superseded by federal law. All exhibits attached hereto are integral parts of this Agreement and the provisions set forth in those exhibits shall bind the parties hereto to the same extent as if such provisions had been set forth in their entirety in the main body of this Agreement.

Except as otherwise provided herein, nothing herein shall be construed to give any person, firm, corporation, or other entity, other than GPA and SPTRR, any legal or equitable right, remedy, or claim under or in respect of this Agreement. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by GPA and SPTRR, unless a provision hereof expressly permits one of said parties to effect such termination without the concurrence of the other part, in which case such action shall be taken in accordance with the term of such provision.

32. GOVERNMENTAL APPROVALS

SPTRR shall be responsible for obtaining, at its expense, any and all governmental approvals that may be required for its provision of rail transportation services of the Premises, and for its carrying out of its obligations hereunder. GPA shall cooperate in good faith with SPTRR in obtaining any such necessary approvals.

33. ASSIGNS

SPTRR shall not assign its rights or obligations hereunder or subcontract for the furnishing of any transportation services to be provided by SPTRR hereunder. Notwithstanding anything contained herein to the contrary, SPTRR may allow the use of certain tracks by others in furtherance of its obligations herein provided revenues produced from any such agreements will be subject to revenue participation as set forth herein. Any such use shall first be approved in writing by GPA with specific track identified and with such use being limited to periods of twelve (12) months or less.

34. NOTICES

Except as otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests, designations, selections, and any other communications required or permitted by the terms hereof shall be in writing, shall be effective when received, and shall be transmitted by registered or certified United States mail, by telex or telegram, or by hand, in each case addressed as follows:

If to SPTRR:

RAIL LINK, INCORPORATED
4337 Pablo Oaks Ct., Suite 104
Jacksonville, Florida 32224
ATTN: Mr. James W. Benz, President

If to GPA:

GEORGIA PORTS AUTHORITY
P. O. Box 2406
Savannah, Georgia 31402
ATTN: Executive Director

Each party may change the address that it will receive notices by notifying the other party of any such change in accordance with this section.

35. COUNTERPARTS

This Agreement may be executed by the parties hereto in any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

36. LIABILITY

(a) Limitation of Liability of GPA: It is expressly agreed and understood that GPA shall never be liable to respond in damages or make indemnify, or make contribution, or payment of any character from any source by reason of, due to, or caused by breach of this Agreement by SPTRR.

(b) No Personal Liability of Board: It is further understood and agreed that the members and officers of the BOARD OF DIRECTORS OF GPA, either singularly or collectively, shall not be personally liable on this Agreement or for any breach thereof.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date and year first above written.

GEORGIA PORTS AUTHORITY

By: _____
Chairman

Attest: _____
Secretary-Treasurer
(Corporate Seal)

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public, State of Georgia
My Commission Expires _____
Imprint Notarial Seal

PATSY T. DAVIS
Notary Public, Chatham County, GA
My Commission Expires November 29, 2003

SAVANNAH PORT TERMINAL RAILROAD, INC.

By: _____
President

Attest: _____

(Corporate Seal)

SEAL

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public, State of ~~Georgia~~ Florida
My Commission Expires 9/22/2005
Imprint Notarial Seal

TERRI L. NORERO
Notary Public - State of Florida
My Commission Expires Sep 22, 2005
Commission # DD037505

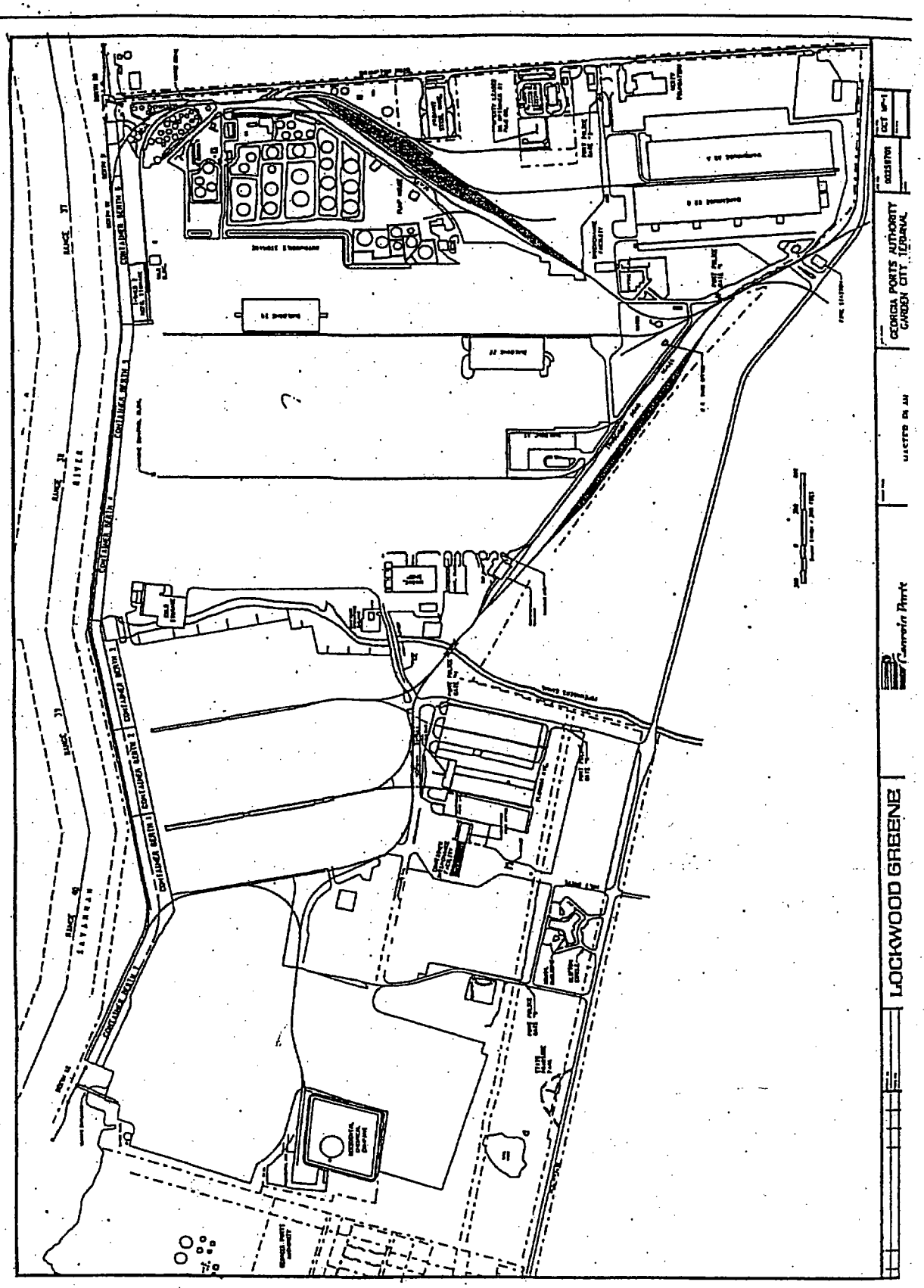

GEORGIA PORTS AUTHORITY
GARDEN CITY TERMINAL
LOCKWOOD GREENE
Gamewin Point

Exhibit A

Georgia Ports Authority
Rail Assets

Type	Asset No	Description
SSD RAILROAD		
LOCOMOTIVES (Including Used Spare Parts on Hand @ Location)		
	0546	LOCOMOTIVE S/776103-1
	0547	LOCOMOTIVE S/776103-2
	0941	ONE USED LOCOMOTIVE S/EMD 8237
OTHER FIXED ASSETS		
	0564	GANG CAR FAIRMONT CAR/242964 ENG 33199
	0918	GEAR AND BEARING PULLER V-17000 TC
	0919	HYDRAULIC JACK M/RC 1006 S/OFIC1653
	0928	RAILSAW ABRASIVE SERIAL NO 5199
	0941	RADIO EQUIPMENT FOR USED LOCOMOTIVE S/EMD 8237
	1088	SECTION GANG TIRE REPLACER
	1104	CONTOURING MACHINE FOR TURNING LOCOMOTIVE WHEELS
	1152	JOHN DEERE BACKHOE LOADER, M/310B S/T0310BA72229
	1153	1986 SANBORN AIR COMPRESSOR M/252417,S/052601
	1176	INGERSOL-RAND-1" IMPACT WRENCH M/2940,S/SKE 22079
	2149	ROADWAY TAMPLING MACHINE S/61610
	2276	SCREW JACKS AIR MOTOR POWERED M/144RX 100 T CAP
	2277	JACK TYPE RAIL BENDER 25TCAP
	2324	RABINE TRAK KUT ABRASIVE RAIL SAW S/TK651
	2472	MOTOROLA WALKIE TALKIE S/231ABW0122
	2516	HONDA PORTABLE GENERATOR,M/E56500S/1026798
	2655	FLAT CAR, SSDK/150654
	2656	FLAT CAR, SSDK/203154
	2657	FLAT CAR, SSDK/2657
	2664	1991 FORD 3/4 TON TRUCK S# 1FTHF25HXMNA55236
	2664	INSTALL 0307 SERIES HY-RAIL EQUIPMENT
	2703	'91 MITSUBISHI MMAX, S/JA7FL24WOMPO28371
	2801	1993 FORD RANGER XL, S/1FTCR10A2PUD25530
	2803	1993 FORD RANGER XL, S/1FTCR10A6PUD25532
	6536	ONE HD HIGH PRESSURE HOT CLEANER S/X3507
	6788	2400 BISYNCHRONOUS COMM.,PANASONIC 1529 PRINTER
	6788	WORKSTATION, S/001150
	6817	INTEGRATED RAILROAD CONTROL SYSTEM
	6817	UPGRADE OF RR PC NETWORK
	7314	82 PORT WELDER DIESEL ENGINE MILLER S/JC620647

MAINTENANCE STORES INVENTORY -- QTY on Hand @ GPA's most recent purchase price ($7,847@ 3/31/98).

NEW TRACK MAINTENANCE MATERIALS (Rail, Ties, Ballast, etc) -- QTY on Hand @ GPA's most recent purchase price.

OTHER INCIDENTAL MATERIALS -- Scheduled & Negotiated at Closing Date.

Exhibit B

ORIGINAL TITLE PAGE

SAVANNAH STATE DOCKS RAILROAD COMPANY

TARIFF SSDK 8011-D
(Cancels ICC No. SSDK 8011-C)

CHARGES, RATES, RULES AND

REGULATIONS

GOVERNING

SWITCHING,

WEIGHING,

AND

OTHER ACCESSORIAL SERVICES

AT

SAVANNAH, GEORGIA

ISSUED: MAY 24, 1996 EFFECTIVE: JUNE 15, 1996

ISSUED BY

Robert D. Prescott, Pricing & Logistics Manager
P. O. Box 2406
Savannah, GA 31402

EXHIBIT "C"

SSDK 8011-D

CHECK SHEET OF EFFECTIVE PAGES

All pages contained in this tariff are listed consecutively by page number and revision numbers. "O" in the revision column indicate original page. "1" in the revision column indicates first revised page. The effective date is shown on each revised page.

PAGE	REVISION
TITLE	0
CHECK SHEET	1
1	1
2	1
3	1
4	0
5	2
6	1
7	1
8	1
9	1
10	1
11	1

ISSUED: AUGUST 1, 1997 EFFECTIVE: SEPTEMBER 1, 1997

TARIFF SSDK 8011-D

TABLE OF CONTENTS

SUBJECT	ITEM
Cars Interchanged in Error	85(A)
Definition of Terms	5
Empty Cars, Unfit for Loading	80
Hours of Operation	12
Labor Charges	75
List of Industries	40
Loss and Damage Claims	35
Reference Marks	125
Service, other than normal hours	70
Switching Charges:	
Absorption of	30
General	10
Limitations on	20
Line-haul	15
Stand-by	65
Terminal	25
Weighing Charges:	
Before/After placement	45
On Shipper-Owned Scales	55

ISSUED: NOVEMBER 1, 1996 EFFECTIVE: DECEMBER 1, 1996

TARIFF SSDK 8011-D

CANCELLATION NOTICE

Items previously shown and not brought forward in this tariff are canceled. Apply other provisions as published.

ITEM 5
DEFINITION OF TERMS

SWITCHING LIMITS OF SAVANNAH STATE DOCKS RAILROAD COMPANY (C)

The switching limits of the Savannah State Docks Railroad Company include all warehouses, industries and wharves located on its line. (For list of industries, see Item 40).

For the purpose of computing switching charges, the switching limits of the Savannah State Docks Railroad company shall be considered to be included in the switching limits of Savannah, Georgia, on traffic interchanged with CSX Transportation and Norfolk Southern Corporation.

SWITCHING LIMITS OF SAVANNAH, GEORGIA

The term "switching limits of Savannah, Georgia" means the switching limits of those stations as defined in the terminal tariffs of CSX Transportation, Savannah State Docks Railroad Company, and Norfolk Southern Corporation.

LINE-HAUL SWITCHING SAVANNAH, GEORGIA

The term "line-haul switching" means the switching of cars by the Savannah State Docks Railroad Company from or to points of interchange with CSX Transportation and Norfolk Southern Corporation, when the freight originates at or is destined to stations beyond the switching limits of Savannah, Georgia.

ISSUED: NOVEMBER 1, 1996 EFFECTIVE: DECEMBER 1, 1996

TARIFF SSDK 8011-D

ITEM 5 Continued

INTRA-PLANT SWITCHING

The term "intra-plant switching" means a switching movement from one track to another track within the same plant or industry or from one location to another location on the same track within the same plant or industry.

INTRA-TERMINAL SWITCHING

The term "intra-terminal switching" means a switching movement (other than intra-plant switching) from one industry or facility to another industry or facility on tracks served only by the Savannah State Docks Railroad Company. (See Note this Item)

INTER-TERMINAL SWITCHING (C)

The term "inter-terminal switching" means a switching movement from a track of one railroad to a track of another railroad when both tracks are within the switching limits of the same station. This is commonly known as a crosstown switch. (See Note this Item)

NOTE: The term "track" as used herein includes private sidings, assigned sidings, team tracks and all other tracks at which the public, either individually or collectively, is authorized and/or permitted to load and/or unload freight to or from railroad freight equipment.

TARIFF SSDK 8011-D

ITEM 10
SWITCHING GENERAL

(a) Unless otherwise provided herein, the switching charges contained in this tariff cover the movement of a loaded or partially loaded car one way and the return of the same car empty, or the placing of an empty car and the turn of the same car loaded or partially loaded.

(b) If an empty car is ordered for loading and the service of switching or placing a mechanically sound car is performed by the Savannah State Docks Railroad Company, and the car not loaded, the established switching charge applicable, had the complete transaction been carried out, will be charged against the person, firm or corporation ordering such car.

(c) Where switching service is performed on traffic moving under line-haul rates which are subject to special demurrage charges and rules, the cars being switched will be subject to the same demurrage charges and rules applicable in connection with the line-haul rates.

(d) Whenever switching service is performed on a car which moves loaded in both directions, the charges in this tariff will be applied on each movement.

ITEM 12
HOURS OF OPERATION

The normal hours of operation of the Savannah State Docks Railroad Company are 10:00 PM Sunday through 10:00 PM Friday. Switching service is available for other than normal hours of operation at charges published in Item 70.

ITEM 15
LINE-HAUL SWITCHING CHARGES

The Savannah State Docks Railroad Company will perform line-haul switching as defined in Item 5, between warehouses, industries and wharves located on its line and points of interchange with CSX Transportation and Norfolk Southern Corporation.

(Item 15 continued)

TARIFF SSDK 8011-D

ITEM 15 Continued

Switching charge: (in dollars per car, unless otherwise stated)

Anhydrous Ammonia (STCC 2819815)	
In tank cars	$85.00
Intermodal flat cars	$60.00 (I)
Intermodal double stack cars	$60.00 per platform (I)
Intermodal spine cars	
2 loaded platforms	$60.00 (I)
3 loaded platforms	$90.00 (I)
4 loaded platforms	$120.00 (I)
5 loaded platforms	$150.00 (I)
All other cars	$73.00

ITEM 20
LIMITATIONS ON CHARGES FOR TERMINAL SWITCHING INCLUDING LINE-HAUL MOVEMENTS BETWEEN ADJACENT OR CONTIGUOUS SWITCHING OR INDUSTRIAL DISTRICTS.

The charges published in this tariff for intra-plant, intra-terminal or inter-terminal switching are confined to shipments loaded in or on ordinary equipment, viz:

1. Boxcars not exceeding 52 feet in length, inside measurement, but not including boxcars of any length which are cushioned underframe, insulated, or equipped with any type of loading devices.

(Item 20 Continued)

TARIFF SSDK 8011-D

ITEM 20 Continued

2. Flat cars not exceeding 54 feet in length, and having marked capacity not greater than 180,000 pounds; but not including flatcars of any length equipped with racks, frames, bulkheads, tie down devices, hoods, or other appurtenances extending above the deck of the car.

3. Gondola cars having marked capacity not greater than 180,000 pounds; but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors.

4. Open top hopper cars not exceeding 43 feet in length, inside measurement and having marked capacity not exceeding 180,000 pounds.

5. Cars other than described as ordinary equipment in paragraphs 1 to 4, owned or leased by shipper or consignee.

6. The Savannah State Docks Railroad will not furnish cars that are other than ordinary equipment for use in intra-plant, intra-terminal or inter-terminal switching. In event cars other than ordinary equipment are found in intra-plant, intra-terminal or inter-terminal switching service, a charge of $174.00 per car will be assessed in addition to the published charges for switching cars described in paragraphs 1,2,3 and 4 above. On joint line movements the foregoing charge will be assessed only once regardless of the number of carriers used, and will be divided $87.00 for originating carrier and $87.00 for delivering carrier when two carriers are involved; and $58.00 for originating carrier, $58.00 for intermediate carrier and $58.00 for delivering carrier when three (3) carriers perform the switching service. (C)

TARIFF SSDK 8011-D

ITEM 25
TERMINAL SWITCHING CHARGES (I)

The following charges per car, without regard to weight or contents, will be made for the transportation of cars in intra-plant, intra-terminal or inter-terminal switching services:

SERVICE	IN DOLLARS PER CAR
Intra-plant switching	$87.00
Intra-terminal switching	$155.00
Inter-terminal switching	$106.00 (See Note)

Note: Charges of other lines will be in addition.

ITEM 30
ABSORPTION OF SWITCHING CHARGES BY LINE

For provisions governing the absorption by connecting lines of the line-haul switching charges of the Savannah State Docks Railroad Company, refer to the terminal tariffs of CSX Transportation and Norfolk Southern Corporation.

ITEM 35
LOSS & DAMAGE CLAIMS

Loss and Damage Claims must be filed with and processed by the Line-haul carriers.

TARIFF SSDK 8011-D

ITEM 40 (C)
LIST OF INDUSTRIES

List of industries located on tracks of Savannah State Docks Railroad Company:

Buckeye Cellulose
Capital Cargo
Del Monte
Fuji Vegetable Oil Company
Georgia Ports Authority
(Garden City Terminal)
Guthrie Latex
Kawasaki Motor Corp.
Military Traffic Management Command (MTMC)
PakTank
PCS Phosphate
Trenco/Distribution Concepts
Transgeorgia
Union Camp

ITEM 45
CHARGES FOR WEIGHING AND REWEIGHING (I)

When a car is weighed or re-weighed, either empty or loaded at the request of consignor or consignee, the following charges will be assessed for the weighing, and the associated switching and/or spotting service. (See Note)

SERVICE	IN DOLLARS PER WEIGH
When in connection with the line-haul switch, car is weighed while being moved from/to the initial placement location.	$57.00
When car has already been placed for loading or unloading and must be pulled for weighing and then re-spotted.	$102.00

Note: Requests for weighing or re-weighing must be made in writing or confirmed in writing. Such requests must be sent to:
Yard Master
Savannah State Docks Railroad
Fax No: (912) 964-3805

ISSUED: NOVEMBER 1, 1996 EFFECTIVE: DECEMBER 1, 1996

TARIFF SSDK 8011-D

ITEM 50 (D)

ITEM 55
CHARGES FOR WEIGHING - ON SHIPPER-OWNED SCALES

When cars, either loaded or empty, are weighed on shipper-owned scales, at the request of the shipper, the following charges will be made for the weighing service.

SERVICE	IN DOLLARS PER WEIGHING
When weighed loaded or empty	$18.00

ITEM 60 (D)

ITEM 65
CHARGES FOR STAND-BY SWITCHING SERVICE DURING NORMAL HOURS (I)

When the Railroad's locomotive and operating crew are held at the request of an industry or a shipper's agent, or when the locomotive and crew are delayed by an industry or shipper's agent within the confines of the industry or immediately adjacent thereto, or is requested by an industry or shipper's agent to perform extra switching service before or after regular switching service, the charge for such stand-by, delay or extra switching service shall be at the rate of $248.00 for the first hour or fraction thereof. All charges in excess of one (1) hour, to be on a quarter hour basis at $62.00 per quarter hour or fraction thereof. Such charges shall be in addition to other published charges, if any, applicable to cars delayed or handled.

ITEM 70
CHARGE FOR SERVICE OTHER THAN NORMAL HOURS (I)

The Savannah State Docks Railroad will provide, upon request, one (1) locomotive and crew to perform switching service at times other than our normal operating hours as defined in Item 12. The charges for such services are as follows (See Note 1):

(Item 70 Continued)

ITEM 70 Continued

$540.00	-	for the first four (4) hours or less
$135.00	-	per hour or fraction thereof for the next four hours
$270.00	-	per hour or fraction thereof for anytime in excess of the first eight (8) hours, not to exceed twelve (12) hours in the aggregate.

Note 1: When it is necessary to provide a yardmaster in connection with such switching service, the following charges will also apply:

$114.00	-	for the first (4) hours or less
$ 28.50	-	per hour or fraction thereof for the next four hours
$ 57.00	-	per hour or fraction thereof for any time in excess of the first eight (8) hours, not to exceed twelve (12) hours in the aggregate.

ITEM 75
CHARGE FOR PROVIDING LABOR

Whenever the Savannah State Docks Railroad provides labor to assist in loading or unloading of railcars, the applicable labor cost plus 30% for overhead will be assessed.

ITEM 80
EMPTY CARS RETURNED UNFIT FOR LOADING (I)

When an empty car is received from a connecting carrier for loading by an industry located on the SSDK, and the car is refused by the industry because it is not in proper condition to load and must be returned to the connecting carrier, a charge of $155.00 per car will be assessed against the connecting carrier. This charge will be made in one direction only.

TARIFF SSDK 8011-D

ITEM 85 (A)
CARS RECEIVED IN ERROR

When a car is received in interchange in error, a charge of $155.00 per car will be assessed against the delivering carrier.

ITEM 125
EXPLANATION OF REFERENCE MARKS

REFERENCE MARK	EXPLANATION
(A)	Addition
(I)	Increase
(R)	Reduction
(C)	Change in wording resulting in neither increases or reductions
(D)	Provisions formerly shown are hereby deleted/cancelled.
(X)	The STCC number referred to shall embrace all articles assigned additional digits listed thereunder.

Genesee & Wyoming, Inc.
A Delaware Corporation

Exhibit D

Savannah Port Terminal Railroad, Inc.

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS

The undersigned, being the sole member of the Board of Directors of Savannah Port Terminal Railroad, Inc., a Delaware corporation (the "Corporation"), hereby consents to the adoption of the following resolutions without a meeting:

1. RESOLVED, that the Action of the Incorporator dated May 29, 1998 is hereby ratified, confirmed and approved in its entirety and ordered filed in the minute book of the Corporation.

2. RESOLVED, that the By-laws of the Corporation in the form so adopted by the Incorporator are hereby approved and adopted as the By-laws of the Corporation.

3. RESOLVED, that the following persons are hereby elected to the offices of the Corporation set forth below opposite their respective names, each to serve at the pleasure of the Board of Directors and in accordance with the By-laws:

Officer	Office
Mortimer B. Fuller III	Chairman of the Board
James W. Benz	President
Mark W. Hastings	Treasurer
William A. Jasper	Secretary

4. RESOLVED, that the seal, an impression of which appears on the margin of this Consent, is hereby adopted as the corporate seal of the Corporation.

5. RESOLVED, that the form of share certificate to represent shares of the Common Stock, no par value, of the Corporation (the "Common Stock"), annexed to this Consent and made part hereof, is hereby approved.

6. RESOLVED, that the proper officers of the Corporation are hereby authorized and empowered to issue share certificates in the approved form.

7. RESOLVED, that the stock transfer ledger of the Corporation is hereby approved.

8. **RESOLVED**, that the resolutions contained in the certificate annexed to this Consent, pertaining to certain bank accounts of the Corporation with Key Bank of New York, are hereby in all respects approved, adopted and authorized by and on behalf of the Corporation.

9. **RESOLVED**, that the financial records of the Corporation shall be maintained on a fiscal year basis ending on December 31 of each year.

10. **RESOLVED**, that the following described written offer to purchase shares of Common Stock for cash has been delivered to the Corporation and is annexed to this Consent and made a part hereof:

Offeror	No. of Shares	Aggregate Consideration
Genesee & Wyoming Inc.	100	$10,000.00

and that the Corporation hereby accepts such offer to purchase Common Stock upon the terms and conditions stated therein, and that the issuance of such shares to the named offeror is hereby authorized; and that the officers of the Corporation are hereby authorized, empowered and directed to issue the appropriate share certificate to the named offeror upon the Corporation's receipt of the designated consideration therefor.

11. **RESOLVED**, that all action heretofore taken by the Incorporator or by the persons now elected the sole director and officers of the Corporation, acting in the name and on behalf of the Corporation, are hereby in all respects ratified, confirmed and approved in their entirety.

12. **RESOLVED**, that the Corporation enter into an arrangement for the operation of the railroad facilities in the Port of Savannah pursuant to that certain Easement Agreement dated June ___, 1998 between the Corporation and Georgia Ports Authority ("GPA"), in substantially the form heretofore presented to and discussed by the Board of Directors and in final form and substance approved by the President, any Vice President or the Treasurer of the Corporation, his signature thereon being conclusive evidence of such approval (the "Agreement").

RESOLVED, that the Corporation purchase from GPA certain railroad assets which are associated with the operation at the Port of Savannah and which are described on a schedule heretofore presented to and discussed by the Board of Directors for an aggregate purchase price of $512,000.00.

RESOLVED, that the execution, delivery and performance by the Corporation of the Agreement and any documents pertaining to the purchase of equipment, and the consummation of all of the transactions contemplated thereby, are hereby in all respects approved, adopted and authorized by and on behalf of the Corporation; and that the President, the Vice Presidents and the Treasurer of the Corporation are each hereby authorized and empowered to execute and deliver the Agreement and any purchase documents on behalf of the Corporation.

RESOLVED, that the execution, delivery and performance by the Corporation of all such further instruments and documents required by, under or in connection with the Agreement to be executed, delivered or performed by the Corporation, each in form and substance approved by any officer of the Corporation, his signature thereon being conclusive evidence of such approval, are hereby in all respects approved, adopted and authorized by and on behalf of the Corporation.

13. RESOLVED, that the officers of the Corporation are hereby authorized, empowered and directed to take all such action on behalf of the Corporation as they may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolutions, and to do all further things necessary or advisable and proper to carry on the business of the Corporation in the best interests of the Corporation.

Dated: May 28, 1998.

Mortimer B. Fuller III

RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
GENESEE & WYOMING INC.

ADOPTED MAY 29, 1998

1. RESOLVED, that the officers of the Corporation are hereby authorized and empowered to form a new wholly owned subsidiary of the Corporation under the name, Savannah Port Terminal Railroad, Inc., and initially to capitalize such subsidiary with Ten Thousand Dollars.

RESOLVED, that the officers of the Corporation are hereby authorized, empowered and directed to take all such action on behalf of the Corporation as they may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolutions.

2. WHEREAS, the Corporation's wholly owned subsidiary, Savannah Port Terminal Railroad, Inc. ("SPTR"), has negotiated and is prepared to execute that certain Easement Agreement (Savannah State Docks Railroad) dated as of the ____ day of June, 1998 between SPTR and Georgia Parts Authority ("GPA") (the "Easement Agreement"), and

WHEREAS, GPA requires as a precondition to executing the Easement Agreement that the Corporation guarantee all rights, duties and obligations of SPTR under the Easement Agreement.

NOW, THEREFORE, be it

RESOLVED, that the Corporation guarantee the rights, duties and obligations of SPTR under the Easement Agreement pursuant a guarantee agreement to be negotiated by the officers of the Corporation, with the advise of counsel, the form and substance of which will approved by the President, any Vice President or the Treasurer of the Corporation, his signature thereon being conclusive evidence of such approval (the "Agreement").

RESOLVED, that the execution, delivery and performance by the Corporation of the Agreement, and the consummation of all of the transactions contemplated thereby, are hereby in all respects approved, adopted and authorized by and on behalf of the Corporation; and that the President, the Vice Presidents and the Treasurer of the Corporation are each hereby authorized and empowered to execute and deliver the Agreement on behalf of the Corporation.

RESOLVED, that the execution, delivery and performance by the Corporation of all such further instruments and documents required by, under or in connection with the Agreement to be executed, delivered or

performed by the Corporation, each in form and substance approved by any officer of the Corporation, his signature thereon being conclusive evidence of such approval, are hereby in all respects approved, adopted and authorized by and on behalf of the Corporation.

3. RESOLVED, that the officers of the Corporation are hereby authorized and empowered to form a new wholly owned subsidiary of the Corporation under the name, Golder Isles Terminal Railroad, Inc., and initially to capitalize such subsidiary with Ten Thousand Dollars.

RESOLVED, that the officers of the Corporation are hereby authorized, empowered and directed to take all such action on behalf of the Corporation as they may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolutions.

4. WHEREAS, the Corporation's wholly owned subsidiary, Golden Isles Terminal Railroad, Inc. ("GITR"), has negotiated and is prepared to execute that certain Easement Agreement (Colonel's Island Railroad) dated as of the ____ day of June, 1998 between GITR and Georgia Parts Authority ("GPA") (the "Easement Agreement"), and

WHEREAS, GPA requires as a precondition to executing the Easement Agreement that the Corporation guarantee all rights, duties and obligations of GITR under the Easement Agreement.

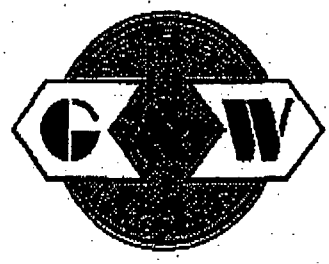
NOW, THEREFORE, be it

RESOLVED, that the Corporation guarantee the rights, duties and obligations of GITR under the Easement Agreement pursuant a guarantee agreement to be negotiated by the officers of the Corporation, with the advise of counsel, the form and substance of which will approved by the President, any Vice President or the Treasurer of the Corporation, his signature thereon being conclusive evidence of such approval (the "Agreement").

RESOLVED, that the execution, delivery and performance by the Corporation of the Agreement, and the consummation of all of the transactions contemplated thereby, are hereby in all respects approved, adopted and authorized by and on behalf of the Corporation; and that the President, the Vice Presidents and the Treasurer of the Corporation are each hereby authorized and empowered to execute and deliver the Agreement on behalf of the Corporation.

RESOLVED, that the execution, delivery and performance by the Corporation of all such further instruments and documents required by, under or in connection with the Agreement to be executed, delivered or performed by the Corporation, each in form and substance approved by any officer of the Corporation, his signature thereon being conclusive

evidence of such approval, are hereby in all respects approved, adopted and authorized by and on behalf of the Corporation.



Mark W. Hastings
Executive Vice President

February 7, 2003

Georgia Ports Authority
P.O. Box 2406
Savannah, Georgia 31402

Ladies and Gentlemen:

This is to advise you that James W. Benz is a Senior Vice President of Genesee & Wyoming Inc. and as such is authorized to execute on behalf of Genesee & Wyoming Inc. a guarantee of the obligations of Golden Isles Terminal Railroad, Inc. ("GITR") under Easement Agreement (Colonel's Island Railroad) dated as of the 7th day of February, 2003 between GITR and Georgia Parts Authority ("GPA") and the obligations of Savannah Port Terminal Railroad, Inc. ("SPTR") under that certain Easement Agreement (Savannah State Docks Railroad) dated as of the 7th day of February, 2003 between SPTR and GPA.

Enclosed herewith are resolutions adopted by the Board of Directors of Genesee & Wyoming Inc. at a meeting held on May 29, 1998.

Very truly yours,

GENESEE & WYOMING INC.

By: _____
Mark W. Hastings
Executive Vice President and
Secretary

Genesee & Wyoming Inc.
66 Field Point Road, Greenwich CT 06830
203 629 3722 phone 203 661 4106 fax mhastings@gwrr.com



BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Docket No. FD34920

SAVANNAH PORT TERMINAL RAILROAD, INC.- PETITION FOR DECLARATORY ORDER- CERTAIN RATES AND PRACTICES AS APPLIED TO CAPITAL CARGO, INC.

SUBMITTED ON BEHALF OF SAVANNAH PORT TERMINAL RAILROAD, INC. BY

P. Campbell Ford, Esquire
Florida Bar No. 0480495
Ford, Miller, and Wainer, P.A.
1200 Riverplace Blvd., Suite 600
Jacksonville, FL 32207
904-390-1970 (telephone) 904-390-1975 (facsimile)

VOLUME 2 OF 3

(Exhibits M-O)

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Docket No. FD34920

AFFIDAVIT OF WILLIAM JASPER IN SUPPORT OF SAVANNAH PORT TERMINAL RAILROAD, INC.'S PETITION FOR DECLARATORY ORDER- CERTAIN RATES AND PRACTICES AS APPLIED TO CAPITAL CARGO, INC.

STATE OF FLORIDA
COUNTY OF DUVAL

Before me, the undersigned authority, this day personally appeared William Jasper, who being first duly sworn by me, deposes and says:

My name is William Jasper. I am over eighteen (18) years of age. I have personal knowledge of the following matters.

1. I am the Corporate Treasurer of Savannah Port Terminal Railroad, Inc. (hereinafter "SPTR").

2. SPTR has provided rail service to Capital Cargo, Inc. (hereinafter "Capital Cargo") since approximately June 1, 1998.

3. Invoices are sent during the first week of every month for railcar services provided to Capital Cargo for the prior month, and payment is due to SPTR thirty (30) days after receipt.

4. The applicable demurrage tariff through February 2005 was the tariff originally used by the Georgia Ports Authority (hereinafter "GPA") in the operation of its Savannah State Docks Railroad, prior to SPTR taking over the railroad service. This tariff was titled, "The American Short Line Rail Road Association Freight Tariff ASLG

6004" ("hereinafter "Original GPA Tariff"). **The Original GPA Tariff is attached hereto as Exhibit "1".**

5. SPTR filed an adoption of the 1994 Tariffs on June 9, 1998. **A copy of the Adoption is attached hereto as Exhibit "2".**

6. Beginning in March 1, 2005, the applicable demurrage tariff was the Savannah Port Terminal Railroad Demurrage Tariff 6001 (hereinafter "2005 Tariff"). **A copy of the 2005 Tariff is attached hereto as Exhibit "3".**

7. SPTR regularly charged demurrage in accordance with both of these Tariffs.

8. Under both Tariffs, in order to receive relief from demurrage, Capital Cargo must provide SPTR with a written objection stating the conditions for which relief is claimed.

9. Capital Cargo did not provide SPTR with a written objection to the outstanding demurrage charges accrued under the Tariffs from April 2003 through March 2005.

10. I am not aware of any new customers of SPTR at the Savannah Port.

11. The Golden Isles Terminal Railroad, Inc. ("Golden Isles") is a separate, wholly-owned corporation of Rail Link, Inc. Golden Isles performed under a separate contract servicing the CSX Intermodal Facility in the Savannah area. These trains regularly traveled in a direction different from the direction of Port travel. The engines used by SPTR and Golden Isles are painted the same as the engines reflect the uniform coloring of Rail Link, Inc. that is used throughout the country.

12. The crews used by Golden Isles were separate. On the unusual occasion that SPTR traveled outside the Port area with special permission from the track owners, a crew that normally handled the Port rail car traffic could have been used. The regularly provided equipment and crew remained at the Port area on those unusual occasions. As a result, service was never interrupted at the Port.

FURTHER AFFIANT SAYETH NAUGHT.

Wm A. Jasper

WILLIAM JASPER

STATE OF FLORIDA
COUNTY OF DUVAL

SWORN TO AND SUBSCRIBED before me for the purposes set forth therein by William Jasper who first took an oath and who is either personally known to me or who produced the type of identification described below, this 2 day of August, 2006.

Karen R. McClaskey

(Signature of NOTARY PUBLIC, State of Florida)

SEAL

Personally known ✓ or,
produced _____ as identification

KAREN R. MCCLASKEY
Commission # DD0226985
Expires 6/26/2007
Bonded through
Florida Notary Assn., Inc.
(800-432-4254)

For State Commission Numbers, see Item 1.00 ICC ASLG 6004

THE AMERICAN SHORT LINE RAILROAD ASSOCIATION

FREIGHT TARIFF ASLG 6004

NAMING

GENERAL CAR DEMURRAGE RULES AND CHARGES
as provided in Section 1 herein

STORAGE RULES AND CHARGES
as provided in Section 2 herein

SPECIAL CAR DEMURRAGE RULES AND CHARGES
as provided in Section 3 herein

CAR DEMURRAGE RULES AND CHARGES
ON
EXPORT, IMPORT AND COASTWISE TRAFFIC
as provided in Section 4 herein

CAR DEMURRAGE RULES AND CHARGES
ON
COAL AND COAL PRODUCTS
as provided in Section 5 herein

APPLYING AT ALL POINTS ON CARRIER MEMBERS
OF
THE AMERICAN SHORT LINE RAILROAD ASSOCIATION
SHOWN AS PARTICIPANTS HEREIN
(Except as otherwise provided herein)

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular items.

ISSUED: SEPTEMBER 2, 1994 EFFECTIVE: OCTOBER 1, 1994

ISSUED BY
K. G. Ozburn, Jr., Executive Director
Traffic & Tariff Publishing Services
The American Short Line Railroad Association
151 Ellis Street, N. E., Suite 204
Atlanta, GA 30303

(The provisions published herein, if effective, will not result in an effect on the quality of the human environment.)

EXHIBIT 1

ITEM 1.00

STATE COMMISSION TARIFF NUMBERS
(See Item 30 for method of cancellation)

TARIFF	TARIFF
GA PSC ASLG 6004	NJ DOT ASLG 6004
IL CC 2	NY DOT ASLG 6004
MD PSC ASLG 6004	PA PUC ASLG 6004
MI PSC ASLG 6004	RI PUA ASLG 6004
MN TRB 1	VT PSC ASLG 6004
NH PUC ASLG 6004	VA SCC ASLG 6004
	WV PSC ASLG 6004

ITEM 1.01

PLAN OF TARIFF
(For information purposes only)(See Note, this item)

SECTION 1 - Exceptions to General Car Demurrage Rules and Charges

SECTION 1 General Car Demurrage Rules and Charges

SECTION 2 - Exceptions to Storage Rules and Charges

SECTION 2 - Storage Rules and Charges

SECTION 3 - Exceptions to Special Car Demurrage Rules and Charges

SECTION 3 - Special Car Demurrage Rules and Charges

SECTION 4 - Car Demurrage Rules and Charges on Export, Import and Coastwise Traffic

SECTION 5 - Car Demurrage Rules and Charges on cars used in handling coal or coal products.

Note - The application of this tariff will be governed by the precise terms and conditions stated elsewhere herein, and not by this item.

ITEM 2.00 TABLE OF CONTENTS

SUBJECT	ITEM
Abbreviations, explanation of	999950
Car Demurrage Rules and Charges - Coal and Coal Products	4005 to 4400
Car Demurrage Rules and Charges - Export, Import and Coastwise Traffic	3100 to 3710
Car Demurrage Rules and Charges - General	31, 500 to 1440
Carriers, List of Participating	2.10
Exceptions:	
Car Demurrage Rules and Charges - General	32 to 480
Car Demurrage Rules and Charges - Special	2325
Storage Rules and Charges	1605 to 1698
General Application, Rules and Charges	5 to 30
Method of Cancelling Items	30
Reference marks, explanation of	999960
Storage Rules and Charges	1500, 1705 to 2105

ITEM 2.10

LIST OF PARTICIPATING CARRIERS
ALPHABETIZED BY STANDARD CARRIER ABBREVIATION
(SEE NOTE, THIS ITEM)

ABBR	NAME OF CARRIER	ITEM
AA	- Ann Arbor Railroad	1605, 1606
ACJR	- Ashtabula Carson Jefferson Railroad Company, Inc.	
ACWR	- Aberdeen, Carolina & Western Railway Co.	4005
ADN	- Ashley, Drew & Northern Railway Company	1608
AGRD	- A&G Railroad, L.L.C.	
AKDN	- Acadiana Railway Company	
AKMD	- Arkansas Midland Railroad Company, Inc.	
ALM	- Arkansas, Louisiana & Mississippi Railroad Company	
ALQS	- Aliquippa and Southern Railroad Company	[1], 32
AM	- Arkansas and Missouri Railroad Company	
AMC	- Amador Central Railroad Company	
AN	- Apalachicola Northern Railroad Company	2325
AR	- Aberdeen & Rockfish Railroad Company	2325
ARC	- Alexander Railroad Company	2325
ASRY	- Ashland Railway, Inc.	
ATLT	- AT&L Railroad Company, Inc.	
AVL	- Aroostook Valley Railroad Company	38, 40, 1612
AZER	- Arizona Eastern Railway Company	
BAYL	- Bay Line Railroad, L.L.C.	44, 2325
BCLR	- Bay Colony Railroad Corporation	
BEEM	- Beech Mountain Railroad Company	
BITY	- Bristol Industrial Terminal Railway	
BJRY	- Burlington Junction Railway	
BKRR	- Batten Kill Railroad Company, Inc.	33
BLO	- Bloomer Shippers Connecting Railroad Company, The, d/b/a The Bloomer Line	
BPRR	- Buffalo & Pittsburgh Railroad, Inc.	4005
BRC	- Belt Railway Company of Chicago, The	
BVRY	- Brandywine Valley Railroad Company	
CBL	- Conemaugh & Black Lick Railroad Company	140, 142
CBRY	- Copper Basin Railway, Inc.	4005
CCRR	- Claremont Concord Railroad Corporation	
CCT	- Central California Traction Company	
CERA	- Central Railroad Company of Indianapolis, The	
CFWR	- Caney Fork and Western Railroad, Inc.	
CI	- Cambria and Indiana Railroad Company	4005, 4020, 4050, 4100, 4150
CIC	- Cedar Rapids and Iowa City Railway Company	
CIM	- Chicago & Illinois Midland Railway Company	120, 121, 123, 1636, 1637, 1638
CIRR	- Chattahoochee Industrial Railroad	115
CISD	- Colonel's Island Railroad Company	
CLC	- Columbia & Cowlitz Railway Company	138
CLNA	- Carolina Coastal Railway, Inc.	
CLP	- Clarendon and Pittsford Railroad Company, The	[2]
CMGN	- Central Michigan Railway Company	
CMPA	- Madison Railroad, A Division of City of Madison Port Authority	
COER	- American Rail Heritage Ltd., d/b/a Crab Orchard and Egyptian Railroad	150
CRL	- Chicago Rail Link	
CSS	- Chicago SouthShore & South Bend Railroad	33, 2325
CTER	- Cincinnati Terminal Railway Company	
CTRN	- Central of Tennessee Railway & Navigation Company, Inc.	
CUVA	- Cuyahoga Valley Railway Company, The	[1], 32
CW	- Colorado & Wyoming Railway Company, The	144, 4005, 4075
CWR	- California Western Railroad	
CWRY	- Commonwealth Railway Incorporated	

(CONT'D IN NEXT COLUMN)

ITEM 2.10(CONT'D)

LIST OF PARTICIPATING CARRIERS
ALPHABETIZED BY STANDARD CARRIER ABBREVIATION
(SEE NOTE, THIS ITEM)

ABBR	NAME OF CARRIER	ITEM
DC	- Delray Connecting Railroad Company	[2], 164, 165
DCLR	- Delaware Coast Line Railroad Company	163
DER	- Dunn-Erwin Railway	
DMIR	- Duluth, Missabe and Iron Range Railway Company	
DMM	- Dansville and Mount Morris Railroad Company, The	
DNE	- Duluth & Northeastern Railroad Company	167
DQE	- DeQueen and Eastern Railroad Company	33, 166
DV	- Delaware Valley Railway Company, Inc.	
DVS	- Delta Valley & Southern Railway Company	
EACH	- East Camden & Highland Railroad Company	
ECBR	- East Cooper & Berkeley Railroad Company	2325
EEC	- East Erie Commercial Railroad	174, 1650
EJE	- Elgin, Joliet and Eastern Railway Company	176, 177, 178, 179, 180, 181, 182, 183, 1652, 2325
ELS	- Escanaba and Lake Superior Railroad Company	
FCEN	- Florida Central Railroad Company, Inc.	
FMID	- Florida Midland Railroad Company, Inc.	
FNOR	- Florida Northern Railroad Company, Inc.	
FP	- Fordyce and Princeton Railroad Co.	
FWCR	- Florida West Coast Railroad Company	4005
FWWR	- Fort Worth & Western Railroad	
GETY	- Gettysburg Railroad Company	
GLSR	- Gloster Southern Railroad Co	2325
GMRC	- Green Mountain Railroad Corporation	33
GNWR	- Genesee and Wyoming Railroad Company	
GRN	- Greenville and Northern Railway Company	2325
GRR	- Georgetown Railroad Company	
GRWR	- Great Walton Railroad Company, Inc.	
GTRA	- Golden Triangle Railroad	200, 2325
GU	- Grafton and Upton Railroad Company	
GWR	- Great Western Railway Company, The	203
GWRC	- Georgia Woodlands Railroad Company	
GWWE	- Gateway Eastern Railway Company	
HB	- Hampton & Branchville Railroad Company, Inc.	2325
HESR	- Huron and Eastern Railway Company, Inc.	
HMCR	- Huntsville and Madison County Railroad Authority	
HRT	- Hartwell Railroad Company	
HS	- H & S Railroad Company, Inc.	2325
IAIS	- Iowa Interstate Railroad, Ltd.	
IHB	- Indiana Harbor Belt Railway Company	215, 1606
IHRC	- Indiana Hi-Rail Corporation	
IN	- Indiana Northeastern Railroad Company, Inc.	
INOH	- Indiana and Ohio Railroad, Inc.	
INRD	- Indiana Rail Road Company, The	
IOCR	- Indiana & Ohio Central Railroad	
IORY	- Indiana & Ohio Railway Company	
JEFW	- Jefferson Warrior Railroad Company	
KJRY	- Keokuk Northern Real Estate Co. d/b/a/ Keokuk Junction Railway	
KT	- Kentucky and Tennessee Railway	2325
KWT	- KWT Railway, Inc. (Formerly Kentucky West Tennessee Railway, Inc.)	

(CONT'D IN NEXT COLUMN)

ITEM 2.10 (CONT'D)

LIST OF PARTICIPATING CARRIERS
ALPHABETIZED BY STANDARD CARRIER ABBREVIATION
(SEE NOTE, THIS ITEM)

ABBR	NAME OF CARRIER	ITEM
LC	- Lancaster and Chester Railway Company	2325
LNAL	- BPM Rail, Inc., d/b/a Louisville, New Albany and Corydon Railroad	232
LRPA	- Little Rock Port Railroad	227, 228
LRS	- Laurinburg and Southern Railroad Company	1608, 2325
LRWN	- Little Rock & Western Railway, L.P	
LSI	- Lake Superior & Ishpeming Railroad Company	222
LSRC	- Lake State Railway Company	220, 1669
LT	- Lake Terminal Railroad Company, The	224, 225
MBRR	- Meridian & Bigbee Railroad Company	2325
MC	- Maine Coast Railroad Corp	33
MCER	- Massachusetts Central Railroad Corporation	
MCR	- McCloud Railway Company	
MCRR	- Monongahela Connecting Railroad Company, The	[1]
MDLR	- Midland Terminal Company, The	250
MET	- Modesto and Empire Traction Company	275
MIDH	- Middletown and Hummelstown Railroad Company	
MKC	- McKeesport Connecting Railroad Company	
MMID	- Maryland Midland Railway, Inc.	
MMRR	- Mid-Michigan Railroad	[30], 4005
MNJ	- Middletown and New Jersey Railway Company, Inc.	252
MRL	- Montana Rail Link, Inc	278, 279,4005
MRR	- Mid-Atlantic Railroad Company, Inc.	
MRS	- Manufacturers Railway Company	
MSCI	- Mississippi Central Railroad Company	2325
MSE	- Mississippi Export Railroad Company	2325
MSRW	- Mississippian Railway Cooperative, Inc	254, 255
MSTR	- Massena Terminal Railroad Company, The	4005
MSV	- Mississippi & Skuna Valley Railroad Company	258, 2325
MWRR	- Montana Western Railway Company, Inc.	
NCYR	- Nash County Railroad	
NEKM	- Northeast Kansas & Missouri Division, Mid-Michigan Railroad	
NERR	- Nashville and Eastern Railroad Corp	4005
NHN	- New Hampshire Northcoast Corporation	
NOKL	- Northwestern Oklahoma Railroad Company	
NOLR	- New Orleans Lower Coast Railroad, The	
NPB	- Norfolk and Portsmouth Belt Line Railroad Company	295, 1677
NSR	- Newburgh and South Shore Railway Company	
NYCH	- New York Cross Harbor Railroad Terminal Corp	1680
OAR	- Old Augusta Railroad Company	2325
PAM	- Pittsburgh, Allegheny & McKees Rocks Railroad Company	366
PBNE	- Philadelphia, Bethlehem and New England Railroad Company	[2], 142
PBR	- Patapsco and Back Rivers Railroad Company	[2], 142
PBVR	- Port Bienville Railroad	2325
PDRR	- Pee Dee River Railway	
PNW	- Prescott and Northwestern Railroad Company, The	
POV	- Pittsburgh and Ohio Valley Railroad Company	[2], 350
PPU	- Peoria and Pekin Union Railway Company	345, 1688, 1689
PRT	- Parr Terminal Railroad	[2]
PRYL	- Port Royal Railroad	
PS	- Pittsburg & Shawmut Railroad Company, The	354, 4005,4025, 4125, 4400
PTR	- Port Terminal Railroad of South Carolina	2325
PUCC	- Port Utilites Commission of Charleston, S.C, The	2325
PVS	- Pecos Valley Southern Railway Company, The	
PW	- Providence and Worcester Railroad Company	370, 372

(CONT'D IN NEXT COLUMN)

ITEM 2.10(CONT'D)

LIST OF PARTICIPATING CARRIERS
ALPHABETIZED BY STANDARD CARRIER ABBREVIATION
(SEE NOTE, THIS ITME)

ABBR	NAME OF CARRIER	ITEM
RSR	- Rochester & Southern Railroad, Inc.	405,4005
RT	- River Terminal Railway Company, The	
SAN	- Sandersville Railroad Company	2325
SB	- South Buffalo Railway Company	[2], 142
SBVR	- South Branch Valley Rail Road	419
SCTR	- South Central Tennessee Railroad Corp	2325
SDIY	- San Diego & Imperial Valley Railroad Company	
SERA	- Sierra Railroad Company	
SGLR	- Seminole Gulf Railway, L.P	[30], 4005
SH	- Steelton & Highspire Railroad Company	[2], 140, 142
SLC	- San Luis Central Railroad Company, The	
SM	- St. Marys Railroad Company	418, 1608, 2325
SMA	- San Manuel Arizona Railroad Company	
SRN	- Sabine River & Northern Railroad Company	412
SS	- Sand Springs Railway Company	410
SSDK	- Savannah State Docks Railroad Company	2325
SSLV	- Southern San Luis Valley Railroad Company	
STE	- Stockton Terminal and Eastern Railroad	
STMA	- St. Maries River Railroad Company	415
TASD	- Terminal Railway Alabama State Docks	2325
TBRY	- Thermal Belt Railway	
TCKR	- Turtle Creek Industrial Railroad, Inc.	
TM	- Texas Mexican Railway Company, The	426, 3100
TNER	- Texas Northeastern Railroad, a Division of Mid-Michigan Railroad	
TOE	- Texas Oklahoma & Eastern Railroad Company	33, 166, 422, 424
TR	- Tomahawk Railway, Limited Partnership	430
TRC	- Trona Railway Company	428
TSBY	- Tuscola and Saginaw Bay Railway Company, Inc.	
TTIS	- Transkentucky Transportation Railroad, Inc.	2325
TWRY	- Tradewater Railway Company, The	2325. 4005
TXNW	- Texas North Western Railway Company	
UCR	- Utah Central Railway	
URR	- Union Railroad Company	[2], 451, 452
UTAH	- Utah Railway Company	
VCY	- Ventura County Railway Company	460
VR	- Valdosta Railway, L.P.	455, 2325
VRRC	- Vandalia Railroad Company	
VTR	- Vermont Railway, Inc.	33
WACR	- Washington County Railroad Corporation	480, 1698
WCRC	- Washington Central Railroad Company, Inc.	
WICT	- Wisconsin and Calumet Railroad Company, Inc.	
WSOR	- Wisconsin & Southern Railroad Company	
WSR	- Warren & Saline River Railroad Company	
WTNN	- West Tennessee Railroad Corp	4005
YW	- Yreka Western Railroad Company,	

Note - Items of general application affecting the participation of all the large groups of numbers of carriers are not listed in this column.

GENERAL APPLICATION TO TARIFF RULES AND REGULATIONS

ITEM 5

GENERAL APPLICATION

The rules and charges published in this tariff are the separately established rules and charges of each of the participating carriers and apply at all points of the participating carriers, except as otherwise provided. The disposition of a car at its point of detention determines the purpose for which the car is held and the rules applicable thereto, except where there are specific provisions to the contrary.

ITEM 10

NATIONAL SERVICE ORDER TARIFF

This tariff is subject to provisions of various Interstate Commerce Commission Service Orders and General Permits as shown in National Service Order Tariff ICC NSO 6100-series.

ITEM 15

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

For explanation of reference marks not explained in individual items of this tariff, as amended, see Items 999950 (Explanation of Abbreviations) and 999960 (Explanation of Reference Marks).

ITEM 20

SUPPLEMENTS AND REISSUES

Where reference is made in this tariff, or supplements, to other publications for rates or other information, it includes "Supplements thereto or successive issues thereof."

Where reference is made in this tariff to items it includes "reissues" of such items.

GENERAL APPLICATION OF TARIFF RULES AND REGULATIONS

ITEM 25

REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.

Where reference is made in this tariff to another tariff by ICC number, such reference applies also to such tariff as it may be applicable on intrastate traffic, or traffic within Canada.

When the words tariff, tariffs or contracts are used in this tariff, they refer to tariffs or contracts lawfully on file with the Interstate Commerce Commission as to interstate traffic and State Commissions as to intrastate traffic.

ITEM 30

METHOD OF CANCELLING ITEMS

As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff, or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A. Example: Item 100-A cancels Item 100, Item 100-AA cancels Item 100-Z, Item 100-AB cancels Item 100-AA, Item 100-BA cancels Item 100-AZ, or Item 105-B cancels Item 105-A, in a prior supplement which in turn cancelled Item 105.

SECTION 1
CAR DEMURRAGE RULES AND CHARGES

ITEM 31

APPLICATION

Except where provided to the contrary, Demurrage Rules and Charges in Section 1 apply to all railroad and privately-owned cars held for or by consignors and consignees for any purpose.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE
RULES AND CHARGES

ITEM 32

APPLIES ONLY FOR CARRIERS NAMED IN THIS ITEM
(Exception to Items 610 and 800)

Saturdays, Sundays or holidays will be included in computing detention on cars held for loading or unloading by customers which operate on such days.

Allquippa and Southern Railroad Company
Cuyhoga Valley Railway Company, The

ITEM 33

APPLIES
ONLY FOR CARRIERS NAMED IN THIS ITEM
(Exception to Items 800 and 1410)

Cars subject to Average Agreement Plan, Item 800, when as the result of the act of neglect of any railroad, cars originating at the same point, moving via the same route and consigned to one consignee at one point are bunched and tendered for delivery by this railroad in accumulated numbers in excess of daily shipments, consignee shall be allowed such free time as he would have been entitled to had the cars not been bunched, to the extent that demurrage charge assessed on such cars for detention beyond the cancellable debit day period may be adjusted, but when any car is released before the expiration of free time, the free time on the next car will be computed from the first 7:00 AM following such release; provided, however, no allowance will be made unless claim is presented in writing to this railroad's agent within thirty (30) days, exclusive of Saturdays, Sundays and holidays after the date on which bill for demurrage is rendered, supported by a statement certifying car initial and number and the date and point of shipment of each car involved in the bunching claim, as well as evidence of payment of bill as rendered. The date of shipment shall be the date forwarding or reforwarding directions are furnished the railroad for movement of the car to the point of unloading, and the point of shipment is where the forwarding or reforwarding directions are effected for movement of the car to the point of unloading.

Batten Kill Railroad.Company, Inc.
Chicago SouthShore and South Bend Railroad
DeQueen and Eastern Railroad Company
Green Mountain Railroad Company
Maine Coast Railroad Corp.
Texas Oklahoma & Eastern Railroad
Vermont Railway, Inc.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE
RULES AND CHARGES

ITEM 38

AROOSTOCK VALLEY RAILROAD COMPANY
(Exception to Item 610)

Demurrage rules and charges published herein will NOT apply on AVL Series Cars numbered 150318-201218, until after the expiration of 200 days from the first 7:00 AM after such cars are placed for loading.

Southern Pacific Transportation Company/St. Louis Southwestern Railway Company plain or equipped boxcars will be car hire free (time portion) from the time received empty in interchange to the time cars are released loaded for a period not to exceed thirty (30) days for loads to or via Southern Pacific Transportation Company/St. Louis Southwestern Railway Company.

ITEM 40

AROOSTOOK VALLEY RAILROAD COMPANY
(Exception to Items 805 and 815)

One credit will be allowed for each car released before the expiration of the first twenty-four (24) hours of free time. After the expiration of forty-eight (48) hours of free time (or the adjusted free time provided in Item 1400), one debit per car per day or fraction of a day, will be charged for each of the first four days. In no case shall more than one credit be allowed on any one car, and in no case shall more that four credits be applied in cancellation of debits accruing on any one car. When a car has accrued four debits, a charge of $30.00 per day or fraction of a day will be made for each of the next two days or fraction of a day and $60.00 per car per day or fraction of a day will be made for all subsequent detention. In computing time under this item, all Saturdays, Sundays or holidays (See Item 525) will be counted after the second debit day, including a Saturday, Sunday or holiday (see Item 525) immediately following the day on which the second debit day begins to run, except as otherwise provided in Item 1400.

ITEM 44

BAY LINE RAILROAD, L.L.C.

Demurrage rules and charges published herein will not apply on cars with WCRC reporting marks when placed for loading of lumber by BAYL at Graceville, FL.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE
RULES AND CHARGES

ITEM 115

CHATTAHOOCHEE INDUSTRIAL RAILROAD

Demurrage rules and charges published herein will NOT apply on cars in CIRR series 4000 and 5200. These cars are not used in interchange service.

ITEM 120

CHICAGO & ILLINOIS MIDLAND RAILWAY COMPANY

Demurrage rules and charges published herein will not apply on unassigned box cars in connection with Cargill, Inc. at Springfield, IL while such cars are being held for loading prior to actual placement at Cargill's Springfield, IL plant.

ITEM 121

CHICAGO & ILLINOIS MIDLAND RAILWAY COMPANY
(Exception to Item 545)

The provisions of Item 545 will not apply on cars for loading granulated slag at Sicily, IL.

ITEM 123

CHICAGO & ILLINOIS MIDLAND RAILWAY COMPANY
(Exception to Item 900)

Expires with December 31, 1994, unless sooner cancelled, changed or extended.

Unit coal trains for unloading at Havana, IL and subsequent water movement beyond are subject to a maximum charge of $20.00 per car, per day, or fraction of a day after the expiration of free time allowed, until the unit train is released.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE
RULES AND CHARGES

ITEM 138

COLUMBIA & COWLITZ RAILWAY COMPANY

Demurrage rules and charges published herein will not apply on cars of CLC Railway Company ("CLC") placed for loading/unloading at stations on the Columbia & Cowlitz Railway Company.

ITEM 140

CONEMAUGH AND BLACK LICK RAILROAD COMPANY
STEELTON AND HIGHSPIRE RAILROAD COMPANY
(Exception to Item 800)

Cars of scrap iron or steel placed for unloading and reshipped before unloading is accomplished, including cars partially unloaded and reshipped, are subject to Item 900-Series while held on unloading tracks.

ITEM 142

APPLIES ONLY FOR CARRIERS NAMED IN THIS ITEM
(Exception to Items 805, 815, and 900)

Demurrage charges of $5.00 for each of the first four chargeable days, $10.00 for each of the next two days and $15.00 for each subsequent day will apply on private cars carrying reporting marks BS, BSC, and BSCO held for disposition on railroad tracks.

Conemaugh and Black Lick Railroad Company
Patapsco & Back Rivers Railroad Company
Philadelphia, Bethlehem and New England Railroad Company
South Buffalo Railway Company
Steelton and Highspire Railroad Company

ITEM 144

COLORADO AND WYOMING RAILWAY COMPANY
(Exception to Items 805, 815, and 855)

All cars held for loading or unloading in intraplant switching service for account of C.F. & I Steel Corp. at Minnequa, CO are subject to the Average Agreement Plan, subject to the following charges:

$10.00 for each of the first four chargeable days; which may be offset by credits earned on the cars on a one-for-one basis,

$15.00 for each of the next two days,

$30.00 for each subsequent day. Debits accrued or credits earned in intraplant switching service shall not be commingled with debits accrued or credits earned in other service.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE
RULES AND CHARGES

ITEM 150

CRAB ORCHARD AND EGYPTIAN RAILROAD
(Exception to Item 610)

Ninety-six (96) hours free time will be allowed for loading and unloading as defined in Items 1000 through 1140.

ITEM 163

DELAWARE COAST LINE RAILROAD COMPANY
(Exception to Item 1410)

Railroads named in this item will only grant relief from bunching when causes are directly attributable to itself and respective of (b) and (c) below, allowance to be formulated in the following manner: Consignee shall be allowed such free time as he would have been entitled to had the cars not been bunched, but when any cars are released prior to the expiration of free time, the free time on the same number of next cars, or lesser number of cars remaining, will be computed from the first 7:00 AM following such release. However, these railroads will NOT grant relief from bunching tantamount the following causes:

(a) When these railroads receive cars from connecting carrier in bunched condition, same resulting from the act, neglect or failure of other carriers and same cars are tendered by these railroads for placement in sequence of their receipt from connecting carrier.

(b) When bunched cars are ordered by receiver placed at random or out-of-sequence respective to the shipping dates of same cars.

(c) Or when the number of cars construed to be bunched and tendered for placement are not in excess of consignee's normal ability to receive and unload same.

ITEM 164

DELRAY CONNECTING RAILROAD COMPANY
(Exception to Item 800)

Item 800 Average Agreement Plan will NOT apply on cars, other than those owned or leased by the industry, loaded and unloaded in interplant switching service. (See Note)

Note - Interplant switching is defined as a switch movement between plants or units of an industry located within the confines of the limits of this railroad at Detroit and River Rouge (Zug Island), MI.

ITEM 165

DELRAY CONNECTING RAILROAD COMPANY
(Exception to Item 610)

Saturdays, Sundays, and holidays will be included in computing time and charges on cars in interplant switching (see Note), other than those owned or leased by the industry.

Note - Interplant switching is defined as a switch movement between plants or units of an industry located within the confines of the switching limits of this railroad at Detroit and River Rouge (Zug Island), MI.

ITEM 166

DEQUEEN AND EASTERN RAILROAD COMPANY
TEXAS, OKLAHOMA AND EASTERN RAILROAD COMPANY

Demurrage rules and charges published herein will NOT apply on cars owned or leased by the DQE and/or TOE Railroad Companies placed for loading or unloading.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE
RULES AND CHARGES

ITEM 167

DULUTH & NORTHEASTERN RAILROAD COMPANY

Demurrage rules and charges published herein will NOT apply on cars of the Duluth & Northeastern Railroad Company placed for loading or unloading saw logs, short logs or pulpwood.

ITEM 174

EAST ERIE COMMERCIAL RAILROAD
(Exceptions to Items 815 and 900)

The demurrage charge of $60.00 per car, per day will not apply on all cars held for unloading or loading for all firms or industries serviced by this railroad. Charge of $30.00 per car, per day or fraction thereof will apply in lieu thereof.

ITEM 176

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY
(Exception to Item 610)

When intraplant switching service is required at industrial locations on Saturdays, Sundays or holidays, such days will be included in computing time and charges on cars in intraplant switching service, other than those owned or leased by the industry.

ITEM 177

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY
(Exception to Item 800)

For the purpose of computing charges under the Average Agreement Plan (Item 800) between Inland Steel Company and LTV Corporation and the Elgin, Joliet and Eastern Railroad Company, the stations of East Chicago and Indiana Harbor, IN, shall be considered as one station.

ITEM 178

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY
(Exception to Items 805 and 815)

A debit is a unit of liability against a car for each day or fraction of a day held beyond the free time and includes Saturdays, Sundays and holidays occurring subsequent to the first chargeable day including a Saturday, Sunday or holiday immediately following the day on which the first debit day begins to run. Charges for such debits shall accrue as follows (See Note):
$20.00 for each of the first four chargeable days; which may be offset by credit values earned on other cars.
$30.00 for each of the next two days.
$60.00 for each subsequent day.

The $30.00 debits and $60.00 debits accruing beyond the fourth debit day may not be offset by credits and must be paid except for allowances permitted in Items 1400 through 1440.

Note - On selected cars bearing reporting marks of Elgin, Joliet and Eastern Railway Company, as shown in Freight Tariff ICC EJE 9000-Series charges for debits will accrue as follows:
$10.00 for each of the first four chargeable days; which may be offset by credit values earned on other cars.
$20.00 for each of the next two day.
$30.00 for each subsequent day.

The $20.00 debits and $30.00 debits accruing beyond the fourth debit day may not be offset by credits, and must be paid except for allowances permitted in Items 1400 through 1440

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 179

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY
(Exception to Item 810)

A credit is a unit of value for each car released prior to the expiration of the first twenty-four (24) hours of free time. Only one credit may be earned on any car and that credit value may be applied to offset debit values accruing on other cars released during the same month (See Note). Credits earned on cars held for loading shall not be used to offset debits accruing on cars for unloading, nor shall credits earned on cars held for unloading be used to offset debits accruing on cars for loading.

Note - On selected cars bearing reporting marks of Elgin, Joliet and Eastern Railway Company as shown in Freight Tariff ICC EJE 9000-Series, credits will have a value of $10.00. All other cars earn credits having a value of $20.00.

ITEM 180

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY
(Exception to Item 820)

Subject to Items 805, 810 and 815, at the end of each calendar month the dollar value of available credits will be computed by extending the number of credits by the applicable dollar values for the cars involved. The value of credits thus ascertained can be used to offset the dollar value of debits computed by extending the number of debits by the applicable charges for the cars involved. In no case shall more than one credit be allowed on any one car and in no case shall more than four debits accruing on any one car be cancelled. If the value of the credits equals or exceed the value of the debits, no charge will be made for detention of the cars, except as provided in Item 815 for detention beyond the fourth debit day. No payment will be made by this railroad on account of any excess credit value, nor shall the excess credit value of any one month be considered in computing the average detention charges for another month.

ITEM 181

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY
(Exception to Item 900)

1. On cars not subject to Average Agreement Plan, Item 800 and for detention not subject to Item 1405 (Strike Interference), after expiration of free time allowed or without free time allowance, when none is provided, the following charges per car per day, or fraction of a day, will be made until car is released:

   $20.00 for each of the first four chargeable days,
   $30.00 for each of the next two days,
   $60.00 for each subsequent day.

2. The applicable charge will accrue on all Saturdays, Sundays and holidays subsequent to the first chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the first chargeable day begins to run, except as otherwise provided in Items 1225 or 1400 through 1440.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 182

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY
(Exception to Item 1225)

When empty cars are placed on orders or appropriated but not used in transportation service, demurrage will be charged for all detention, including Saturdays, Sundays and holidays, from actual or constructive placement or appropriation until date and time advice is given to authorized personnel of this railroad, either by telephone or in writing, that such cars will not be used.

In the application of this Item a demurrage day consists of a twenty-four (24) hour period or fraction thereof computed from the hour of actual or constructive placement of the car or appropriation, except that on cars placed in advance of the date for which ordered for loading, time will be computed from 7:00 AM of the day for which so ordered.

When a car so ordered and placed on a public track is not used, and no advice from the party who ordered the car has been received within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays, from the first 7:00 AM after demurrage charges begin, the car may be removed and treated as released at the time of removal.

In the event a car is rejected account not suitable for loading, this Item will not apply if the party ordering the car advises this railroad of rejection and condition that caused car to be rejected within twenty-four (24) hours (seventy-two (72) hours in the case of a covered or enclosed car), exclusive of Saturdays, Sundays and holidays, after actual placement or after constructive placement on shipper-owned or leased tracks. (See Note)

If rejection has not been made within the time specified in the previous paragraph, demurrage will be charged for all detention, computed as set forth in this Item.

Note - When advice cannot be furnished because of authorized personnel of this railroad not being on duty to accept the advice, the party ordering the car will have until 9:00 AM of the next day on which this railroad had such personnel on duty to furnish the advice and the car will be released at the time during the railroad's off-duty hours such party was ready, willing and able to furnish the advice.

ITEM 183

ELGIN, JOLIET AND EASTERN RAILWAY
(Exception to Item 1435)

When making run-around computations on cars unloaded at Gary, IN or South Chicago, IL, all cars containing unprepared Scrap Iron and Steel will be included in the same computation, regardless of grade of scrap or unloading track.

When making run-around computations on cars unloaded at Gary, IN or South Chicago, IL, all cars containing prepared Scrap Iron or Steel will be included in the same computation, regardless of grade of scrap or unloading track.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE
RULES AND CHARGES

ITEM 200

GOLDEN TRIANGLE RAILROAD

Demurrage rules and charges published herein will NOT apply to cars of Norfolk Southern Railway Company and BN Railroad Company, ownership leased to shippers for storage of commodities.

ITEM 203

GREAT WESTERN RAILWAY

Demurrage rules and charges published herein will NOT apply on GWR owned or leased cars that are leased to individual shippers and held under load on tracks owned or leased by the lessee of the cars.

ITEM 215

INDIANA HARBOR BELT RAILROAD COMPANY
(Exception to Item 765)

Demurrage rules and charges published herein will NOT apply on privately owned or leased flat cars carrying reporting marks JTHX leased to Electro-Motive Division of General Motors Corporation when held for loading or unloading on tracks owned or leased by Electro-Motive Division of General Motors Corporation at McCook, IL.

ITEM 220

LAKE STATE RAILWAY COMPANY

Demurrage rules and charges published herein will NOT apply on LSRC cars that are leased to individual shippers and held under load on tracks owned or leased by the lessee of the cars.

ITEM 222

LAKE SUPERIOR & ISHPEMING RAILROAD COMPANY

Demurrage rules and charges published herein will NOT apply:

During months of November, December, January, February, and March of each year on hopper bottom ore cars of this company loaded with frozen ore when originating at points on the Lake Superior & Ishpeming Railroad Company and destined to points on the Lake Superior & Ishpeming Railroad as published in Lake Superior & Ishpeming Railroad Company's Freight Tariff ICC LSI 4000-Series.

On cars of the Lake Superior & Ishpeming Railroad Company placed for loading of sawdust.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE
RULES AND CHARGES

ITEM 224

LAKE TERMINAL RAILROAD COMPANY
(Exception to Item 610)

When local and/or intraplant switching service is required at industrial locations on Saturdays, Sundays or holidays, such days will be included in computing time and charges on cars in local and/or intraplant switching service, other than those cars owned or leased by industry.

ITEM 225

LAKE TERMINAL RAILROAD COMPANY
(Exception to Items 610 and 800)

Ninety-six (96) hours free time will be allowed at Lorain, OH, for unloading ferro-manganese in specially equipped open-top hopper cars. Such cars will not be subject to Item 800, Average Agreement Plan.

ITEM 227

LITTLE ROCK PORT RALROAD
(Exception to Item 815)

Carload shipments of bulk chemicals or minerals consigned to Arkansas River Terminal for transloading to river barge, or for processing, or storage will be allowed three (3) days free time for unloading.

ITEM 228

LITTLE ROCK PORT RAILROAD
(Exception to Item 815)

Carload shipments of ammonium nitrate consigned to Little Rock Port Authority Terminal for transloading to river barge will be allowed five (5) days free time for unloading.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE
RULES AND CHARGES

ITEM 232

**BPM RAIL, INC. D/B/A
LOUISVILLE, NEW ALBANY & CORYDON RAILROAD
COMPANY
(Exception to Item 610)**

Saturdays, Sundays, and holidays will be included in computing free time and chargeable time on cars for loading and unloading at Corydon, Corydon Junction, IN.

ITEM 250

THE MIDLAND TERMINAL COMPANY

Demurrage rules and charges published herein will NOT apply on the following cars: ASX, MDLR. These cars are not used in interchange service.

ITEM 252

**MIDDLETOWN AND NEW JERSEY RAILWAY COMPANY, INC.
(Exception to Item 1410)**

Railroads named in this item will only grant relief from bunching when causes are directly attributable to itself and respective of (b) and (c) below, allowance to be formulated in the following manner:

Consignee shall be allowed free time as he would have been entitled to had the cars not been bunched, but when any cars are released prior to the expiration of free time, the free time on same number of next cars, or lesser number of cars remaining will be computed from the first 7:00 AM following such release.

However these railroads will NOT grant relief from bunching tantamount the following causes:

(a) When these railroads receive cars from connecting carrier in bunched condition, same resulting from the act, neglect or failure of other carriers and same cars are tendered by these railroads for placement in sequence of their receipt from connecting carrier.

(b) When bunched cars are ordered by receiver placed at random or out-of-sequence respective to the shipping dates of same cars.

(c) Or when the number of cars construed to be bunched and tendered for placement are not in excess of consignee's normal ability to receive and unload same.

ITEM 254

**MISSISSIPPIAN RAILWAY COOPERATIVE, INC.
(Exception to Item 610)**

Forty-eight (48) hours free time will be allowed for partial or complete loading as defined in Items 1000 through 1035.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE
RULES AND CHARGES

ITEM 255

**MISSISSIPPIAN RAILWAY COOPERATIVE, INC.
(Exception to Item 1410)**

Railroads named in this item will only grant relief from bunching when causes are directly attributable to itself and respective of (b) and (c) below, allowance to be formulated in the following manner:

Consignee shall be allowed such free time as he would have been entitled to had the cars not been bunched, but when any cars are released prior to the expiration of free time, the free time on same number of next cars, or lesser number of cars remaining, will be computed from the first 7:00 AM following such release.

However, these railroads will NOT grant relief from bunching tantamount the following causes:

(a) When these railroads receive cars from connecting carrier in bunched condition, same resulting from the act, neglect or failure of other carriers and same cars are tendered by these railroads for placement in sequence of their receipt from connecting carrier.

(b) When bunched cars are ordered by receiver placed at random or out-of-sequence respective to the shipping dates of same cars.

(c) Or when the number of cars construed to be bunched and tendered for placement are not in excess of consignee's normal ability to receive and unload same.

ITEM 258

MISSISSIPPI AND SKUNA VALLEY RAILROAD COMPANY

1. Demurrage rules and charges published herein will not apply on cars of the MSV Railroad Company placed for loading or unloading of lumber or woodchips at Bruce, MS.

2. Demurrage rules and charges published herein will not apply on cars of the Illinois Central Railroad Company placed for loading or unloading of lumber or woodchips at Bruce, MS.

ITEM 275

**MODESTO AND EMPIRE TRACTION COMPANY
(Exception to Item 765)**

Demurrage rules and charges published herein will NOT apply on "RBL" privately owned or leased refrigerator cars carrying reporting marks LRLX marked "Leased to Masonite Corporation" held for loading or unloading on tracks owned or leased by the lessee of the cars.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 278

MONTANA RAIL LINK, INC.
(Exception to Items 610, 805, 815, and 900)

Free time provided on cars held for loading or unloading grain or related commodities described below will be as provided in Item 610 except free time will be computed excluding Sundays and holidays only:

COMMODITY	STCC No.
Barley	01 131
Oats	01 133
Rye	01 135
Sorghum	01 136
Wheat	01 137
Grain, NEC	01 139
Soybeans	01 144
Sun Flower Seeds	01 149 40
Corn	01 321

In computing debits or charges in Items 805, 815 or 900, all Sundays and holidays immediately following the first chargeable day or immediately following the day on which the first debit accrues will be chargeable days.

ITEM 279

MONTANA RAIL LINK, INC.
(Exception to Item 610)

Free time on cars held for loading Barley (STCC 01 131) or Wheat (STCC 01 137) will be extended to 12:00 Noon of the day following the first 7:00 AM after placement or after proper notification is sent or given which is not a Sunday or holiday. A demurrage day under this item consists of a twenty-four (24) hour period computed from 12:00 Noon. This item applies only when Montana Rail Link, Inc. is the initial line haul carrier.

ITEM 295

NORFOLK AND PORTSMOUTH BELT LINE RAILROAD COMPANY

Demurrage rules and charges published herein wil NOT apply on "RBL" privately owned refrigerator cars carrying reporting marks TPBX marked "Leased to Texaco, Inc.", held for loading or unloading on tracks owned or leased by the lessee of the cars.

ITEM 345

PEORIA AND PEKIN UNION RAILWAY COMPANY
(Exception to Item 610)

Carload shipments of Brewers Corn Grits in PPU covered hopper cars in Series 8700 will be allowed four (4) days free time when loaded on PPU stations during the months of November, December, January, and February of the calendar year.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 350

PITTSBURGH AND OHIO VALLEY RAILWAY COMPANY

Tank cars of private ownership held for or by consignors or consignees for loading, unloading, forwarding directions or for any other purposes (including cars held for loading company material) when held on tracks that are not located on railroad premises, will NOT be subject to demurrage rules and charges published herein.

ITEM 354

THE PITTSBURGH & SHAWMUT RAILROAD COMPANY

Demurrage rules and charges published herein will NOT apply on coal hopper cars owned by the Pittsburgh & Shawmut Railroad Company and used in local service movement only. These cars are not used in interchange service.

ITEM 366

PITTSBURGH, ALLEGHENY AND MCKEES ROCKS RAILROAD COMPANY
(Exception to Item 1410)

Railroads named in this item will only grant relief from bunching when causes are directly attributable to itself and respective of (b) and (c) below, allowance to be formulated in the following manner:

Consignee shall be allowed such free time as he would have been entitled to had the cars not been bunched, but when any cars are released prior to the expiration of free time, the free time on the same number of next cars, or lesser number of cars remaining, will be computed from the first 7:00 AM following such release.

However, these railroads will NOT grant relief from bunching tantamount the following causes:

(a) When these railroads receive cars from connecting carrier in bunched condition, same resulting from the act, neglect or failure of other carriers and same cars are tendered by these railroads for placement in sequence of their receipt from connecting carrier.

(b) When bunched cars are ordered by receiver placed at random or out-of-sequence respective to the shipping dates of same cars.

(c) Or when the number of cars construed to be bunched and tendered for placement are not in excess of consignee's normal ability to receive and unload same.

ITEM 370

PROVIDENCE AND WORCESTER RAILROAD COMPANY
(Exception to Item 765)

Demurrage rules and charges will NOT apply on cars of Liquified Petroleum Gas for the account of Spicer Gas in Groton, CT when the cars are on the private siding of Spicer Gas. This item applies to private cars only.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 372

PROVIDENCE AND WORCESTER RAILROAD COMPANY
(Exception to Item 765)

Demurrage rules and charges published herein will NOT apply on other than railroad owned gondola cars while held for loading or unloading on tracks owned or leased by the CIBA-GEIGY Chemical Corporation.

ITEM 405

ROCHESTER AND SOUTHERN RAILROAD, INC.

Demurrage rules and charges published herein will NOT apply on cars of Liquified Petroleum Gas (STCC 49 057 81) moving in tank cars of private ownership, destined to Mumford, NY when held on the rails of the RSR for carrier's convenience.

ITEM 410

SAND SPRINGS RAILWAY COMPANY

Demurrage rules and charges published herein will NOT apply on covered hoppers or tank cars carrying private reporting marks owned or leased by shipper or consignee at stations on the Sand Springs Railway Company when the Sand Springs Railway Company received line-haul revenue on the inbound or outbound loaded movement of such cars.

ITEM 412

SABINE RIVER AND NORTHERN RAILROAD
(Exception to Items 800 and 900)

Cars loaded by Inland Orange, Inc. at Mulford, Texas, or by Temple Inland Forest Products Corp. at Evadale, Texas, for storage of pulpboard or scrap paper are not subject to Average Agreement Plan as provided by Item 800 and DEMURRAGE charges as provided by Item 900. After the expiration of free time allowed for loading as provided in Section 1 of this tariff, such cars are subject to a Demurrage charge of $15.00 (fifteen dollars) per day, including Saturdays, Sundays, and holidays until forwarding directions are furnished.

ITEM 415

ST. MARIES RIVER RAILROAD COMPANY

Demurrage rules and charges published herein will NOT apply on especially equipped logging cars placed for loading or unloading logs.

The provisions of this Item do not provide for waiver of demurrage provisions on cars held for account shipper or consignee at stations intermediate between origin and destination.

ITEM 418

ST. MARYS RAILROAD COMPANY
(Exception to Item 765)

Cars carrying the reporting mark GILX while on the St. Marys Railroad Company, including tracks of private ownership, will be subject to the same Demurrage Rules and Charges as would be applicable to equipment of railroad ownership.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 419

SOUTH BRANCH VALLEY RAILROAD
(Exception to Item 1410)

Railroads named in this Item will only grant relief from bunching when causes are directly attributable to itself and respective of (b) and (c) below, allowance to be formulated in the following manner:

Consignee shall be allowed such free time as he would have been entitled to had the cars not been bunched, but when any cars are released prior to the expiration of free time, the free time on same number of next cars, or lesser number of cars remaining, will be computed from the first 7:00 AM following such release.

However, these railroads will NOT grant relief from bunching tantamount the following causes:

(a) When these railroads receive cars from connecting carrier in bunched condition, same resulting from the act, neglect or failure of other carriers and same cars are tendered by these railroads for placement in sequence of their receipt from connecting carrier.

(b) When bunched cars are ordered by receiver placed at random or out-of-sequence respective to the shipping dates of same cars.

(c) Or when the number of cars construed to be bunched and tendered for placement are not in excess of consignee's normal ability to receive and unload same.

ITEM 422

TEXAS, OKLAHOMA AND EASTERN RAILROAD COMPANY

Demurrage rules and charges published herein will NOT apply to TOE "GB" wood chip gondola cars or "HTS" wood chip hopper cars leased to shippers for storage of commodities.

ITEM 424

TEXAS, OKLAHOMA AND EASTERN RAILROAD COMPANY
(Exception to Items 800 and 900)

Cars loaded by Weyerhaeuser Company, at North Valiant, OK for storage of pulpboard or scrap paper are NOT subject to Average Agreement Plan as provided by Item 800 and demurrage charges as provided by Item 900. After the expiration of free time allowed for loading as provided in Section 1, this tariff, such cars are subject to a demurrage charge of $15.00 (fifteen dollars) per car, per day, including Saturdays, Sundays, and holidays, until forwarding directions are furnished.

ITEM 426

TEXAS MEXICAN RAILWAY COMPANY
(Exception to Item 610)

Forty-eight (48) hours free time will be allowed each car of freight in bond held in transit for customs entry, government inspection, or certification.

Forty-eight (48) hours free time will be allowed to complete loading of cars of grain (as per Grain Tariff ICC TM 4000 Series) requiring grading, inspection, fumigation, or certification by authorized inspectors.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 428

TRONA RAILWAY COMPANY
(Exception to Item 765)

Demurrage rules and charges published herein will NOT apply on "RBL" privately owned refrigerator cars while held for loading or unloading on tracks owned or leased by the lessee of the cars.

ITEM 430

TOMAHAWK RAILWAY, L. P.
(Exception to Items 800 and 900)

Cars with MTW or WC reporting marks loaded by shippers located at points on the TR for storage of commodities are NOT subject to Average Agreement Plan as provided by Item 800 and demurrage charges as provided by Item 900. After the expiration of free time allowed for loading as provided in Section 1, this tariff, such cars are subject to a demurrage charge of $15.00 (fifteen dollars) per car, per day, including Saturdays, Sundays, and holidays, until forwarding instructions are furnished.

ITEM 451

UNION RAILROAD COMPANY
(Exception to Item 610)

When shipments of commodities moving in local (see Note 1) or intraplant (see Note 2) switching service, other than commodities originating at Duquesne Wharf, PA, as Ex-River shipments transferred from barge to car under the provisions of Freight Tariff ICC URR 9040-Series and such switching service is required at industrial locations on Saturdays, Sundays or holidays, such days will be included in computing time and charges on cars in local or intraplant service, other than those cars owned or leased by the industry.

Note 1 - Local switching service is defined as covering movements of traffic between all stations on or reached by the Union Railroad Company.

Note 2 - Intraplant switching service is defined as covering movements of traffic from one point in an industrial plant to another point in the same plant.

ITEM 452

UNION RAILROAD COMPANY
(Exception to Item 1415)

On inbound carloads of iron ore and fluxing limestone from Bessemer and Lake Erie Railroad Company and local switching movements of coke, iron ore and fluxing limestone, such cars will be released in the sequence of earliest constructive placement dates established for such cars on hand at each separate furnace area receiving yard.

SECTION 1
EXCEPTIONS TO GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 455

VALDOSTA RAILWAY, L.P.
(Exception to Items 800 and 900)

Cars loaded by Owens-Illinois, Inc., at Clyattville, GA for storage or pulpboard are NOT subject to Average Agreement Plan as provided by Item 800 and demurrage charges as provided by Item 900. After the expiration of free time allowed for loading as provided in Section 1, this tariff, such cars are subject to a demurrage charge of $15.00 (fifteen dollars) per car, per day, including Saturdays, Sundays, and holidays, until forwarding directions are furnished.

ITEM 460

VENTURA COUNTY RAILWAY COMPANY
(Exception to Item 765)

Demurrage rules and charges published herein will NOT apply on "RB" or "RBL" privately owned refrigerator cars carrying reporting marks NIRX marked leased to "Marbon Chemical Divn., Borg-Warner" while held for loading or unloading on tracks owned or leased by the lessee of the car.

ITEM 480

WASHINGTON COUNTY RAILROAD CORPORATION
(Exception to Item 610)

Cars owned or leased by the Washington County Railroad Corporation when loaded with granite at Graniteville or Websterville, VT and unloaded at manufacturing plants in Barre or Montpelier, VT will be accorded four (4) days free time.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 500

GLOSSARY OF TERMS

For the purpose of applying rules in this Section 1, the following are defined and shall govern.

ITEM 505

PUBLIC DELIVERY TRACK

Any accessible track open to the general public for loading or unloading.

ITEM 510

OTHER THAN PUBLIC DELIVERY TRACK

Any railroad track or portion of a track assigned for individual use or for joint use, including privately owned or leased tracks.

ITEM 515

PRIVATE TRACK

A track outside of this railroad's right-of-way, yard and terminals, and of which this railroad does not own, either rails, ties, roadbed or right-of-way. When a track or portion thereof owned or operated by this railroad is assigned to the purpose of its user through a written agreement, such lease or agreement will be considered as equivalent to ownership and the track or portion thereof treated as a private track. A track or portion thereof will be considered the private track of each of two or more parties when written consent has first been obtained from this railroad for such joint use of its track which has been assigned through a written lease or written agreement or when written notice of such joint use has been furnished this railroad by the owner of a private track prior to actual placement of a car for account of any joint user of the track.

ITEM 520

PRIVATE CAR

A private car is a car bearing other than railroad reporting marks and which is not a railroad-controlled car.

ITEM 521

RAILROAD-CONTROLLED CARS

A railroad-controlled car is a car provided to a railroad directly, by car companies or others, for indiscriminate use by the railroad in serving any of its customers.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 525

HOLIDAYS

Wherever reference is made to "holidays," it shall mean only the days listed below:

New Year's Day - January 1 (See Note 1)
Presidents Day - (See Note 2)
Washington's Birthday - Third Monday of February (See Note 3)
Good Friday - Friday before Easter Sunday (See Note 2)
Memorial Day - Last Monday of May
Independence Day - July 4 (See Note 1)
Labor Day - First Monday of September
Thanksgiving Day - Fourth Thursday of November
Christmas Eve - December 24 (See Notes 1 and 2)
Christmas Day - December 25 (See Note 1)
New Year's Eve - December 31 (See Notes 1 and 2)

Note 1 - When this date occurs on a Sunday, the following Monday will be observed as the holiday.

Note 2 - Applicable only in connection with the Rochester & Southern Railroad, Inc.

Note 3 - Not applicable in connection with the Rochester & Southern Railroad, Inc.

ITEM 530

CONSIGNOR

The party in whose name cars are ordered and/or the party who furnishes this railroad forwarding directions.

ITEM 535

CONSIGNEE

The party to whom a shipment is consigned and/or the party entitled to receive the shipment.

ITEM 540

ACTUAL PLACEMENT

Actual Placement is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by the consignor or consignee.

ITEM 545

CONSTRUCTIVE PLACEMENT

When a car consigned or ordered to a private track, an industrial interchange track, or an other-than-public-delivery track cannot be actually placed because of a condition attributable to the consignor or consignee, such car will be held at destination, or if it cannot reasonably be accommodated there, at an available hold point and notice shall be sent or given the consignor or consignee that the car is held (naming the hold point if not held at destination) and that this railroad is unable to effect placement; however, if car is placed on the private track, industrial interchange track or other-than-public-delivery track serving the consignor or consignee, the car shall be considered constructively placed without notice.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 550

CARS ACTUALLY OR CONSTURCTIVELY PLACED AT EXACTLY 7:00 AM

When cars are actually or constructively placed at 7:00 AM, the time shall be computed from the same 7:00 AM and placement shall be determined by the precise time the engine cuts loose.

ITEM 555

TIME TO BE OBSERVED

In the application of these rules, the time to be properly applied is the time, daylight saving time or standard time, lawfully in effect in the community where the car is held.

ITEM 600

FREE TIME

Items 610 through 645 contain provisions for free time, or describes the circumstances under which no free time will be allowed, as applicable to each car.

ITEM 610

FREE TIME

Free time as designated will be allowed for each car:

Forty-Eight (48) Hours

[4] 1. Complete unloading as defined in Items 1100 through 1140.
[5] 1. Partial or complete unloading as defined in Items 1100 through 1140.
[5] 2. Partial or complete loading as defined in Items 1100 through 1140.
[5] 3. Partial unloading and reloading.

Twenty-Four (24) Hours

[4] 1. Partial or complete loading as defined in Items 1000 through 1035.
[4] 2. Partial unloading as defined in Items 1100 through 1140.
[4] 3. Partial unloading and reloading.

4. Loading or unloading all commodities handled in intraplant switching service as defined in the switching or other tariffs of this railroad and will include "set-back service" as defined in tariffs of this railroad.

5. Diversions, Reconsignments or Reshipments.

6. Held in transit:
   a. On order of consignor, consignee or owner of the freight.
   b. For surrender of order notify bill of lading or payment of lawful charges.
   c. Grain inspection - Exception: See Item 1220.
   d. Freight in bond for customs entry, Government inspection, or certification.

Free time will be computed from the first 7:00 AM after placement, or after proper notification has been sent or given where required. For the purpose of computing free time, Saturdays, Sundays and holidays will be excluded.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 615

EMPTY CARS ORDERED OR APPROPRIATED FOR LOADING BUT NOT USED

When empty cars are ordered or appropriated but not used in transportation service, demurrage will be charged for all detention, including Saturdays, Sundays and holidays, from the date and time of actual or constructive placement or appropriation until released, with no free time allowance.

ITEM 620

CARS RECEIVED UNDER LOAD AND HELD FOR FORWARDING DIRECTIONS

[6]-[7] On loaded cars received from another railroad, or loaded private cars received from private tracks, and held by this railroad for forwarding directions or other disposition, time will be computed from the first 7:00 AM after they are received and without free time allowance until proper forwarding directions or other disposition, is furnished except that cars received between 5:00 PM and 7:00 AM will not be subject to demurrage if disposition or forwarding directions are received prior to the following 12:00 Noon, exclusive of Saturdays, Sundays or holidays.

[8] On loaded cars received from another railroad and held by this railroad for forwarding directions or other disposition, demurrage will be assessed from the first 7:00 AM after receipt, without free time allowance and without notice, until proper forwarding directions or other disposition is furnished, except that cars received between 5:00 PM and 7:00 AM will not be subject to demurrage if disposition or forwarding directions are received prior to the following 12:00 Noon, inclusive of Saturdays, Sundays and holidays.

ITEM 625

ONE CAR-TWO CARLOAD SHIPMENTS AND MORE THAN ONE CONSIGNOR OR CONSIGNEE

[4] When a car is held for loading or unloading two or more carload shipments by more than one consignor or consignee at the same station, each consignor or consignee shall be allowed a total of twenty-four (24) hours free time to load or forty-eight (48) hours free time to unload, completely free of any interference by the other consignor or consignee.

[5] When a car is held for loading or unloading two or more carload shipments by more than one consignor or consignee at the same station, each consignor or consignee shall be allowed a total of forty-eight (48) hours free time to load or forty-eight (48) hours free time to unload, completely free of any interference by the other consignor or consignee.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 630

CARS MOVING FROM INITIAL POINT OF LOADING OR UNLOADING (SEE NOTE)

[4] When a car placed for loading or unloading (other than for intraplant service), whether or not partly loaded or partly unloaded at initial point, is moved by railroad or private power to another point within the confines of the same industry, or to another point in the same public delivery yard, or to a track of this railroad for subsequent return to the same industry or public delivery yard for completion of loading or unloading; twenty-four (24) hours free time for completion of loading or forty-eight (48) hours for completion of unloading shall be allowed for the entire transaction; except that, when this railroad makes a charge for such movement, the time incident thereto shall not be computed against the car.

[5] When a car is placed for loading or unloading (other than for intraplant movement), whether or not partly loaded or partly unloaded at initial point is moved by railroad or private power to another point within the confines of the same industry or to another point in the same public delivery yard; or to a track of this railroad for subsequent return to the same industry or public delivery yard for completion of loading or unloading, forty-eight (48) hours free time for completion of loading or unloading shall be allowed for the entire transaction; except that when this railroad makes charge for such movement the time incident thereto shall not be computed against the car.

Note - This item does not apply to private cars removed from private tracks.

ITEM 635

CARS UNLOADED AND RELOADED WHERE CARRIER PERFORMS SWITCHING SERVICE

When the same car is both unloaded and reloaded, each transaction will be treated as independent of the other and the free time for reloading shall not begin until the first 7:00 AM after unloading is complete and advice given in accordance with paragraph (5) of Item 1100. When empty release information is not furnished, car will be released from the unloading transaction at 7:00 AM of the date forwarding directions are received.

ITEM 637

CARS UNLOADED AND RELOADED WHERE INDUSTRY PERFORMS SWITCHING SERVICE

When the same car is both unloaded and reloaded, each transaction will be treated as independent of the other and the free time for reloading shall not begin until the first 7:00 AM after unloading is complete, in which case the industry must notify this railroad date and time car was unloaded and this advice must be given within two (2) days, exclusive of Saturdays, Sundays and holidays, after completion of unloading. If this information is not furnished within the two (2) day period, car will be released from the inbound demurrage transaction on the date and time empty release information is received or, in the event the unloading information is not furnished before 7:00 AM of the date loaded car is returned to the interchange track, 7:00 AM of the date loaded car is returned to the interchange track will be the time and date to be observed on the inbound demurrage transaction.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 640

RAILROAD FURNISHING TWO CARS IN LIEU OF ONE, OR TRANSFERRING LADING INTO TWO OR MORE CARS

When, through no fault of the consignor or consignee, the lading of a car is transferred into two or more cars or when two or more small cars are furnished by a railroad in lieu of one large car ordered by the shipper, the demurrage rules will be applied as for one car only, as long as any such cars are detained.

ITEM 645

CARS FOUND TO BE OVERLOADED OR IMPROPERLY LOADED

[9] When cars are found to be overloaded or improperly loaded and not in conformity with railroad loading and clearance rules, the following will apply unless otherwise provided in individual railroad tariffs lawfully on file:

1. If found while still on industry or railroad tracks where loaded, car will be considered to be under continuous loading transaction until adjustment of the load has been made if necessary and final clearance is received for further movement (see Note).

2. If found at origin after having been removed from industry or railroad tracks where loaded, car will not be considered released until load has been adjusted, if necessary, and final clearance is received for further movement. The time between furnishing or forwarding directions and making of car available to consignor for adjustment will not be computed against car (see Note).

3. (a) If, after having left origin station, a car found to be overloaded is held in transit, twenty-four (24) hours will be allowed to adjust the load. Time will be computed from the first 7:00 AM following notice that car is being held (see Note).

   (b) If, after having left origin station, a car found to be overloaded is held in transit, twenty-four (24) hours will be allowed to adjust the load. Time will be computed from the first 12:01 AM following notice that car is being held (see Note).

Note - Adjustment of load must include advice to authorized personnel of this railroad that shipment now conforms with railroad loading and/or clearance rules, and is now ready for inspection and/or measurements to permit final clearance for further movement.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 630

CARS MOVING FROM INITIAL POINT OF LOADING OR UNLOADING (SEE NOTE)

[4] When a car placed for loading or unloading (other than for intraplant service), whether or not partly loaded or partly unloaded at initial point, is moved by railroad or private power to another point within the confines of the same industry, or to another point in the same public delivery yard, or to a track of this railroad for subsequent return to the same industry or public delivery yard for completion of loading or unloading; twenty-four (24) hours free time for completion of loading or forty-eight (48) hours for completion of unloading shall be allowed for the entire transaction; except that, when this railroad makes a charge for such movement, the time incident thereto shall not be computed against the car.

[5] When a car is placed for loading or unloading (other than for intraplant movement), whether or not partly loaded or partly unloaded at initial point is moved by railroad or private power to another point within the confines of the same industry or to another point in the same public delivery yard; or to a track of this railroad for subsequent return to the same industry or public delivery yard for completion of loading or unloading, forty-eight (48) hours free time for completion of loading or unloading shall be allowed for the entire transaction; except that when this railroad makes charge for such movement the time incident thereto shall not be computed against the car.

Note - This item does not apply to private cars removed from private tracks.

ITEM 635

CARS UNLOADED AND RELOADED WHERE CARRIER PERFORMS SWITCHING SERVICE

When the same car is both unloaded and reloaded, each transaction will be treated as independent of the other and the free time for reloading shall not begin until the first 7:00 AM after unloading is complete and advice given in accordance with paragraph (5) of Item 1100. When empty release information is not furnished, car will be released from the unloading transaction at 7:00 AM of the date forwarding directions are received.

ITEM 637

CARS UNLOADED AND RELOADED WHERE INDUSTRY PERFORMS SWITCHING SERVICE

When the same car is both unloaded and reloaded, each transaction will be treated as independent of the other and the free time for reloading shall not begin until the first 7:00 AM after unloading is complete, in which case the industry must notify this railroad date and time car was unloaded and this advice must be given within two (2) days, exclusive of Saturdays, Sundays and holidays, after completion of unloading. If this information is not furnished within the two (2) day period, car will be released from the inbound demurrage transaction on the date and time empty release information is received or, in the event the unloading information is not furnished before 7:00 AM of the date loaded car is returned to the interchange track, 7:00 AM of the date loaded car is returned to the interchange track will be the time and date to be observed on the inbound demurrage transaction.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 640

RAILROAD FURNISHING TWO CARS IN LIEU OF ONE, OR TRANSFERRING LADING INTO TWO OR MORE CARS

When, through no fault of the consignor or consignee, the lading of a car is transferred into two or more cars or when two or more small cars are furnished by a railroad in lieu of one large car ordered by the shipper, the demurrage rules will be applied as for one car only, as long as any such cars are detained.

ITEM 645

CARS FOUND TO BE OVERLOADED OR IMPROPERLY LOADED

[9] When cars are found to be overloaded or improperly loaded and not in conformity with railroad loading and clearance rules, the following will apply unless otherwise provided in individual railroad tariffs lawfully on file:

1. If found while still on industry or railroad tracks where loaded, car will be considered to be under continuous loading transaction until adjustment of the load has been made if necessary and final clearance is received for further movement (see Note).

2. If found at origin after having been removed from industry or railroad tracks where loaded, car will not be considered released until load has been adjusted, if necessary, and final clearance is received for further movement. The time between furnishing or forwarding directions and making of car available to consignor for adjustment will not be computed against car (see Note).

3. (a) If, after having left origin station, a car found to be overloaded is held in transit, twenty-four (24) hours will be allowed to adjust the load. Time will be computed from the first 7:00 AM following notice that car is being held (see Note).

   (b) If, after having left origin station, a car found to be overloaded is held in transit, twenty-four (24) hours will be allowed to adjust the load. Time will be computed from the first 12:01 AM following notice that car is being held (see Note).

Note - Adjustment of load must include advice to authorized personnel of this railroad that shipment now conforms with railroad loading and/or clearance rules, and is now ready for inspection and/or measurements to permit final clearance for further movement.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 700

CARS NOT SUBJECT TO DEMURRAGE RULES AND CHARGES IN THIS SECTION

Except as provided in Items 760 and 765, cars specified in Items 705 through 759 are not subject to the provisions of Section 1 of this tariff.

ITEM 705

EXPORT CARS

On cars consigned, reconsigned or declared for export when rules and charges applicable thereto are provided in Section 4 of this tariff or other tariffs lawfully on file with the Interstate Commerce Commission, except as to the extent indicated in Section 4 or such tariffs. This exception includes such cars held in transit because they cannot reasonably be accommodated at the ports and carload shipments loaded in open top equipment, when held subject to Freight Tariffs: ICC BRC 9147; ICC BEF 9226; ICC BEF 9227; ICC CR 9104; ICC CR 9102; ICC CR 9103; ICC NW 9209; ICC NW 9210 AND ICC LDRT 9005-Series.

ITEM 710

INBOUND SHIPMENTS OF COTTON, AT TRANSIT STATIONS NAMED IN THE FOLLOWING TARIFFS WHEN MOVED TO SUCH TRANSIT STATIONS UNDER THE PROVISIONS OF THE FOLLOWING TARIFFS:

Freight Tariff ICC SWFB 9237-Series (See Note 1)
Freight Tariff ICC MP 9419-Series (TP Series) (See Note 2)
Freight Tariff ICC KCS 9313-Series (See Note 3)

Note 1 - Applicable only on cotton moving into transit stations in Arkansas and Missouri, also at transit stations Cairo, IL; East St. Louis, IL; Memphis, TN, Texarkana, AR-TX; Bernice, LA, and Lake Providence, LA.

Note 2 - Applicable only on cotton moving into Texarkana, AR-TX.

Note 3 - Applicable only on cotton moving into Fort Smith and Ashdown, AR and Texarkana, AR-TX.

ITEM 715

CARS USED FOR TEST PURPOSES

Cars used for the purpose of testing loading and unloading procedures, new types of dunnage and new type of equipment as authorized by this railroad.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 720

CARS USED IN HANDLING COAL OR COAL PRODUCTS AT COAL MINES, COAL WASHING PLANTS, AND COKE AT COKE OVENS.

When covered by demurrage rules and charges provided in Section 5 of this tariff or other tariffs lawfully in effect and on file with the ICC.

ITEM 725

CARS HELD AT EXHIBITION POINT

When for reloading upon which rental charge is assessed.

ITEM 730

CARS USED IN TRANSPORTING CIRCUS OR SHOW OUTFITS

When other rules and charges applicable to the detention of such cars are provided in the tariffs or contracts covering the movement.

ITEM 740

CARS UNDER LOAD WITH COMPANY MATERIAL AND EMPTY CARS HELD FOR LOADING COMPANY MATERIAL FOR THIS RAILROAD

When on its tracks or private sidings connected therewith including cars loaded or empty cars to be loaded with company material delivered to an industry for processing or other handling for this railroad.

ITEM 745

CARS MOVING UNDER FREIGHT RATES REQUIRING APPLICATION OF SPECIAL DEMURRAGE RULES

When carried in the freight rate tariffs or in Section 3 of this tariff.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 750

CARS UNDER LOAD WITH LIVESTOCK

This exemption does not include cars held for or by shippers for loading of livestock. Live poultry will not be considered as livestock.

ITEM 755

CARS CONTAINING FREIGHT REFUSED OR UNCLAIMED AND SUBSEQUENTLY SOLD BY THIS RAILROAD FOR CHARGES

When and for the time held for convenience of this railroad beyond legal requirements.

ITEM 757

CARS ASSIGNED TO SHIPPERS RETURNED TO POINT OF ASSIGNMENT UNDER LOAD

When containing:

1. Less-than-carload freight.

2. Material authorized to be returned without freight charges under provisions of freight tariffs.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 758

CARS ASSIGNED TO SHIPPERS RETURNED TO POINT OF ASSIGNMENT EMPTY

While subject to the provisions of Section 2 of this tariff.

ITEM 759

RAILROAD AND PRIVATELY-OWNED CARS AND OTHER RAILROAD AND PRIVATELY-OWNED EQUIPMENT MOVING ON OWN WHEELS AS FREIGHT AT TARIFF RATES

While held:

1. On tracks of this railroad

2. On private tracks unless subsequently loaded outbound subject to applicable carload rates, in which case provisions in this part governing cars held for loading are applicable.

ITEM 760

CARS LEASED FOR STORAGE OF COMMODITIES

Cars of railroad ownership and cars of private ownership leased when empty, for the storage of commodities or for intraplant or intraterminal switching service, while held on private tracks of the lessee of the car, provided the use thereof is in no way connected with any transportation service for which a tariff charge is assessed, except switching charges. Cars loaded while under lease and subsequently shipped outbound, except in intraplant or intraterminal switching service, will be subject to these demurrage rules and charges for all detention from date such outbound loading began. Cars loaded while under lease and ordered out to the railroad to hold for disposition, but subsequently ordered returned to tracks of lessee, are subject to demurrage charges from the first 7:00 AM after they are received by the railroad until disposition is furnished with no free time allowance and without notice.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 765

PRIVATE CARS HELD OR STORED ON PRIVATE OR RAILROAD TRACKS

[10] Part A

1. [8] Loaded private cars held on private tracks at destination will be subject to demurrage rules and charges of Section I of this tariff only when, before the car leaves point of shipment or reconsignment, the bill of lading, shipping order, reconsigning order or other shipping document used to direct movement to the point at which held indicates car is subject to Paragraph 1, Item 765, Tariff ASLG 6004 (See Note 1).

2. Loaded private cars, consigned or ordered for delivery to private tracks, which are exempt from demurrage rules and charges of Section 1, this tariff, after delivery to private tracks but which first must be held on railroad tracks under constructive placement are subject to demurrage charges as provided in Section 1, this tariff, after expiration of:

   A. Twenty-four (24) hours free time when diverted, reconsigned or reshipped before delivery to private tracks; or,

   B. Forty-eight (48) hours free time when delivered to private tracks.

   Such cars will be considered released from the applicable demurrage transaction of A or B above at the time the diversion, reconsignment or reshipment order is received, or at the time placement is made on the private tracks to which consigned or ordered.

3. Loaded or partially loaded private cars removed from private tracks on orders are subject to demurrage charges as provided in Section 1, this tariff, without free time allowance and without notice, from the first 7:00 AM after such cars are received until forwarding directions are furnished or until the cars are placed on or returned to private tracks on orders. In the event these cars are received between 5:00 PM and 7:00 AM, they will not be subject to demurrage if forwarding directions are received prior to the following 12:00 Noon, inclusive of Saturdays, Sundays and holidays (See Note 2).

4. The Average Agreement Plan provisions of Item 800 of this tariff apply to private cars only to the extent provided below:

   A. Credits cannot be earned on private cars except those subject to Paragraph 1 above or cars loaded or unloaded on other than private tracks.

   B. Debits cannot accrue on private cars except cars loaded or unloaded on other than private tracks and those subject to Paragraphs 1 and 2 B above, but debits accruing on such cars may be offset by credits earned on other cars.

5. Empty private cars on railroad or private tracks, including such cars sent by the owner to a shipper for loading, will not be subject to Section 1 of this tariff.

6. Loaded or partially loaded private cars removed from private tracks on orders are subject to demurrage charges as provided in Section 1, this tariff, without free time allowance and without notice, from the first 12:01 AM after such cars are received until forwarding directions are furnished or until the cars are placed on or returned to private tracks on order.

7. The ERI Plan provisions of this tariff apply to private cars only to the extent provided below:

(CONT'D IN NEXT COLUMN)

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 765 (CONT'D.)

PRIVATE CARS HELD OR STORED ON PRIVATE OR RAILROAD TRACKS (CONT'D.)

[10] Part A (Cont'd.)

A. ERI credits cannot be earned on private cars except those subject to Paragraph 1 above or cars loaded or unloaded on other than private tracks.

B. Debits cannot accrue on private cars except cars loaded or unloaded on other than private tracks and those subject to Paragraphs 1 and 2 B above, but debits accruing on such cars may be offset by ERI credits earned on other cars.

Note 1 - If due to clerical error said notation is not placed on bill of lading, shipping order, reconsigning order or other shipping document, originating carrier will accept request from consignor in writing, or confirmed in writing, to add same to the original bill of lading, shipping order, reconsigning order or other shipping document. However, said request must be made prior to date of arrival of car at the billed destination.

Note 2 - When forwarding directions cannot be furnished because of authorized personnel of this railroad not being on duty to accept the forwarding directions, the consignor will have until 12:00 Noon of the next day on which this railroad has such personnel on duty to accept the forwarding directions and the forwarding directions will be considered to have been furnished at the time during the railroad's off-duty hours that the consignor was ready, willing and able to furnish the forwarding directions.

[7] For the purpose of applying items in this tariff, private cars on private tracks when the ownership of the car and track is the same will be exempted from the rules and charges under the following conditions, except that private cars while held under constructive placement for delivery upon the tracks of their owner will be subject to demurrage charges after expiration of free time allowed and will be considered released from that demurrage transaction upon such delivery. (See Item 800 and Item 1100). Loaded or partially loaded private cars, after having been delivered to the tracks of their owners, which then are subsequently removed from such tracks and returned to railroad-owned tracks, will be subject to demurrage charges without free time allowance and without notice from the first 7:00 AM, after such cars are received until orders are furnished for return of the cars to the tracks of their owner or other disposition. In the event these cars are received between 5:00 PM and 7:00 AM, they will not be subject to demurrage if other disposition or forwarding directions are received prior to the following 12:00 Noon (inclusive of Saturdays, Sundays and holidays).

[6] - Part B

For the purpose of applying items in this tariff, private cars on private tracks will be exempted from the rules and charges (See Notes 1, 2, and 3).

Note 1 - For the purpose of applying this paragraph: A private car is a car bearing other than railroad reporting marks and which is not a railroad-controlled car. A railroad-controlled car is a car provided to a railroad directly by car companies or others; for the indiscriminate use by the railroad in serving any of its customers; the control of the use and further use of such cars is in the hands of the railroad.

Note 2 - Loaded private cars while held on railroad tracks will be subject to the applicable rules and charges of this tariff.

Note 3 - Empty private cars stored on railroad tracks, including such cars sent by the owner to a shipper for loading, are not subject to these demurrage rules.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 800

AVERAGE AGREEMENT PLAN

The provisions of Items 803 through 840 will apply when the subscriber has entered into the written agreement provided in Item 850. The charges for the detention of all cars consigned to or ordered for loading by the subscriber within the jurisdiction of the same station will be computed on the basis of the average detention of all such cars released during each calendar month.

ITEM 803

CARS NOT SUBJECT TO AVERAGE AGREEMENT

The following cars consigned to or ordered for loading by the subscriber are not subject to the average agreement provisions of this section:

A. Cars loaded or unloaded in intraplant switching service, including "set back service", as defined in switching or other tariffs of this railroad (See Item 610).

B. Cars loaded while under lease and ordered out to the railroad to hold for disposition but, subsequently, ordered returned to tracks of lessee (See Item 760).

C. Private cars, except as authorized by Paragraph 4 of Item 765, this tariff.

D. Cars which are reconsigned, diverted or reshipped at point of detention (See Item 1210).

E. Cars held in transit on orders of consignor or consignee; and, cars destined for delivery to a connecting line which are:

1. Held for payment of lawful charges.

2. Surrender of written order, advice, "order" bill of lading or other lawful substitute as required under Rule 7, Uniform Freight Classification Tariff ICC UFC 6000-Series (See Item 1215).

F. Cars of grain subject to official inspection or grading, held in transit and placed for inspection or grading (See Item 1220).

G. Empty cars ordered or appropriated for loading but not used (See Item 1225).

H. Loaded cars received from another railroad and held for forwarding directions (See Item 1230).

I. Cars containing freight in bond for customs entry and government inspection (See Item 1235).

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 805

DEBIT

[5] A debit is a unit of liability against a car for each day or fraction of a day held beyond free time and includes Saturdays, Sundays and holidays occurring subsequent to the second chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the second debit day begins to run. Charges for such debits shall accrue as follows:

$10.00 for each of the first four chargeable days; which may be offset by credits earned on other cars on a one-for-one basis.
$20.00 for each of the next two days.
$30.00 for each subsequent day.
The $20.00 debits and $30.00 debits may not be offset by credits and must be paid except for allowances permitted in Item 1400.

[11] A debit is a unit of liability against a car for each day or fraction of a day held beyond the free time and includes Saturdays, Sundays and holidays occurring subsequent to the first chargeable day, including a Saturday or holiday immediately following the day on which the first debit day begins to run. Charges for such debits shall accrue as follows:

$10.00 for each of the first four chargeable days; which may be offset by credits earned on other cars on a one-for-one basis.
$20.00 for each of the next two days.
$30.00 for each subsequent day.
The $20.00 debits and $30.00 debits may not be offset by credits and must be paid except for allowances permitted in Item 1400.

[12] A debit is a unit of liability against a car for each day or fraction of a day held beyond the free time and includes Saturdays, Sundays and holidays occurring subsequent to the first chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the first debit day begins to run. Charges for such debits shall accrue as follows:

$15.00 for each of the first four chargeable days; which may be offset by credits earned on other cars on a one-for-one basis.
$25.00 for each of the next two days.
$45.00 for each subsequent day.
The $25.00 debits and $45.00 debits may not be offset by credits and must be paid except for allowances permitted in Item 1400.

[13] A debit is a unit of liability that is chargeable against a car for each day or fraction of a day for each of the first four days the car is held beyond the free time or the adjusted free time as provided in Item 1400, including a Saturday, Sunday or holiday immediately following the day on which the first debit begins to accrue. Debits may be offset by credits earned on other cars on a one-for-one basis. In no case shall any one car accrue more than four (4) debits, and in no case shall more than four credits be applied to offset debits accrued on any one car.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 810

CREDIT

A credit is a unit of value for each car released prior to the expiration of the first twenty-four (24) hours of free time. Only one credit may be earned on any one car and that credit may be applied to offset a debit accruing on another car released during the same month. Credits earned on cars held for loading shall not be used to offset debits accruing on cars for unloading, nor shall credits earned on cars held for unloading be used to offset debits accruing on cars for loading.

ITEM 815

DEMURRAGE CHARGES ON CARS SUBJECT TO AVERAGE AGREEMENT

On cars subject to the Average Agreement Plan, Item 800, after expiration of free time, or the adjusted free time in Item 1400 (See Note), the following charges per car per day, or fraction of a day, will be made until car is released:

$20.00 for each of the first four debit days.
$30.00 for each of the next two days.
$60.00 for each subsequent day.

The applicable charge will accrue on all Saturdays, Sundays or holidays subsequent to the first debit day, including a Saturday, Sunday or holiday immediately following the day on which the first debit begins to accrue. Charges which accrue after the fourth debit day may not be offset by credits.

Note - Cars subject to the Average Agreement Plan will not be allowed adjustments provided for in Item 1410 and Paragraphs 1 and 2 of Item 1420, except when bunching has been caused by floods, earthquakes, hurricanes or tornadoes and conditions in the devastated area resulting there from, or strikes of railroad employees, and cars are subsequently delivered to consignee in accumulated numbers.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 820

MONTHLY COMPUTATION OF DEMURRAGE CHARGES

[14]Subject to Items 805 and 810 at the end of each calendar month, the total number of applicable credits will be deducted from total number of $10.00 debits and $10.00 per debit will be charged for the remainder. In no case shall more than one credit be allowed on any one car and in no case shall more than four credits be applied in cancellation of debits accruing on any one car. If the credits equal or exceed the debits, no charge will be made for the detention of the cars, except as provided in Item 805 for detention beyond the fourth debit day and no payment will be made by this railroad on account of such excess of credits; nor shall the credits in excess of the debits of any one month be considered in computing the average detention for another month.

[12]Subject to Items 805 and 810 at the end of each calendar month, the total number of applicable credits will be deducted from total number of $15.00 debits and $15.00 per debit will be charged for the remainder. In no case shall more than one credit be allowed on any one car and in no case shall more than four credits be applied in cancellation of debits accruing on any one car. If the credits equal or exceed the debits, no charge will be made for the detention of the cars, except as provided in Item 805 for detention beyond the fourth debit day and no payment will be made by this railroad on account of such excess of credits; nor shall the credits in excess of the debits of any one month be considered in computing the average detention for another month.

[13]At the end of each calendar month, the total number of credits will be deducted from the total number of debits and $20.00 per debit will be charged for the remainder (See Note). If the credits equal or exceed the debits, no charge will be made for the detention of the cars except as otherwise provided in Item 815 for detention beyond the fourth debit day. No payment will be made by this railroad on account of such excess credits; nor shall credits in excess of the debits of any one month be considered in computing the average detention for another month.

Where interstate and intrastate traffic have different demurrage rates, the debits and credits shall not be commingled into one account, but must be computed separately.

For the purpose of this Item, the end of the calendar month shall be considered as closing at the first 7:00 AM of the following month.

Note - In the event of a rate change which causes debits and credits to have different liabilities and values, each debit and credit will be converted to the monetary value in effect on the day such debit or credit accrued. At the end of the calendar month the total value of credits earned will be deducted from the total liability of the debits accrued in the above prescribed manner.

ITEM 825

SECURITY

A party who enters into this average agreement may be required to give sufficient security to this railroad for payment of balance against him at the end of each month.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 830

COMBINING PLANTS AND STATIONS

Subject to the requirement of Item 820, debits and credits applying to cars released by one consignor or consignee within the jurisdiction of the same station, and served by one and the same railroad, must be combined provided that in no case shall debits and credits be combined among two or more customers or are released under the jurisdiction of two or more stations; nor can debits and credits be combined when released on different railroads, either at the same or at different stations, except where separate average agreement is requested in writing for each plant of the consignor or consignee, in which event each plant will be considered as one consignee or consignor for the purpose of applying this section. Each station as listed in The Official List of Open and Prepay Stations, ICC OPSL 6000-Series, shall be considered a separate station in the application of this Section.

ITEM 833

CARS NOT CONSIGNED TO OR ORDERED BY SUBSCRIBER

When this railroad is notified in writing at or prior to time of delivery that a subscriber in whose care a shipment is consigned, or to whom it is ordered for delivery, is the absolute or qualified owner thereof and responsible for all charges collectible at destination, the car containing such shipment must be included in the average agreement of such subscriber. Empty cars ordered in the name of other parties may not be included in such subscriber's average agreement.

ITEM 835

CARS CONSIGNED TO PUBLIC FIRMS

Cars consigned, reconsigned, or ordered to a public elevator, public warehouse, cotton compress, processing or fabricating plant, serving various parties, shall be combined in one average agreement; and the party signing the agreement as principal shall assume responsibility for all demurrage as assessable thereunder.

ITEM 840

CARS CONSIGNED TO GOVERNMENT AGENCIES

Cars consigned to the United States, state or municipal governments, may be included in the account of the construction contractor, the operation of a government agency, or any industrial plant to whom the cars are ordered delivered for unloading.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 850

DEMURRAGE AVERAGE AGREEMENT

A demurrage average agreement will be made effective on the first day of the month following receipt of patron's application; except, when the credit status of the applicant is not satisfactory to this railroad at that time, the agreement shall be made effective on the first day of the month following approval by this railroad of credit arrangement for the applicant to operate under an average agreement. When the applicant desires to have an agreement made effective prior to the first of the following month, it may be made effective on the date of receipt of the application provided his credit status is then satisfactory; otherwise, on the date this railroad approved credit arrangement; provided, however, that no cars have been released the same month prior to the date the agreement is made effective. The following agreement shall be required for all applicants to operate under the average agreement.

AGREEMENT

_____ Railroad.

Being fully acquainted with the terms, conditions and effect of the average basis for settling for detention of cars, as set forth in _____being the car demurrage rules governing at all stations and sidings on the lines of said railroad, except as shown in said tariff, and being desirous of availing (myself or ourselves) of this alternate method of settlement (I or We) do expressly agree to and with the _____ Railroad that with respect to all cars which may during the continuance of this agreement, be handled for (my or our) account at _____(Station) (I or We) will fully observe and comply with all terms and conditions of said rules as they are now published, or may hereafter be lawfully modified by duly published tariffs and will make prompt payment of all demurrage charges accruing thereunder in accordance with the average basis as therein established or as hereafter lawfully modified by duly published tariffs.

This agreement to be effective on and after _____ day of _____ 19___, and to continue until termination, by written notice from either party to the other which shall become effective on the first day of the month succeeding that in which it is given, except that for any failure or refusal to pay charges lawfully accruing under this agreement, it may be terminated as of the date of written notice of termination.

_____

_____

_____

Approved and accepted _____, 19___ by and on behalf of the above named railroad by_____.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 900

DEMURRAGE CHARGES ON CARS NOT SUBJECT TO AVERAGE AGREEMENT

On cars not subject to Average Agreement Plan (See Item 800) and for detention not subject to Item 1405 (Strike Interference), after expiration of free time allowed or without free time allowance, when none is provided, the following charges per car per day, or fraction of a day, will be made until car is released.

[14] - $10.00 for each of the first four chargeable days,
[14] - $20.00 for each of the next two days,
[14] - $30.00 for each subsequent day.

[12] - $15.00 for each of the first four chargeable days,
[12] - $25.00 for each of the next two days,
[12] - $45.00 for each subsequent day.

[13] - $20.00 for each of the first four chargeable days,
[13] - $30.00 for each of the next two days,
[13] - $60.00 for each subsequent day.

[5] The applicable charge will accrue on all Saturdays, Sundays and holidays subsequent to the second chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the second chargeable day begins to run, except as otherwise provided in Item 1225 or Item 1400.

[15] The applicable charge will accrue on all Saturdays, Sundays and holidays subsequent to the first chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the first chargeable day begins to run, except as otherwise provided in Item 1225 or Item 1400.

[8] The applicable charge will accrue on all Saturdays, Sundays and holidays subsequent to the first chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the first chargeable day begins to run, except as otherwise provided in Items 1225 and 1230 or Item 1400.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1000

RULE GOVERNING CARS HELD FOR LOADING

Loading is the complete or partial loading of a car within the confines of the same industry or public delivery yard and must be completed in conformity with railroad loading and clearance rules. Loading includes the following: (1) advice that car is ready for forwarding; (2) furnishing of forwarding directions; (3) advice that car is ready for forwarding after being held to finish loading; and (4) advice that car is ready for railroad inspection and/or measurement to obtain final clearance for movement via route shown on forwarding directions (open top equipment).

[16] The term "including the furnishing of forwarding directions" means the acutal date and time such forwarding directions are received from the consignor. When consignor cannot furnish forwarding directions because of authorized personnel of this railroad not being on duty to accept the forwarding directions, the consignor will have until 9:00 AM of the next day on which this railroad has such personnel on duty to furnish forwarding directions, and the forwarding directions will be considered to have been furnished at the time during the railroad's off duty hours that the consignor was ready, willing and able to furnish the forwarding directions (see Notes 1 and 2, this item).

Note 1 - When this railroad utilizes electronic or mechanical devices which accept communication, either written or oral, the recorded date and time forwarding directions are received from the consignor will govern the release of cars.

Note 2 - Applies for shipments of lumber, plywood and boards and sheets originating on MRL, MWRR and WCRC. Regardless of the possible means available for transmitting information to the railroads named herein, if forwarding directions cannot be provided by the end of normal business hours consignor will have until 9:00 AM (Billing station time) of the day following the day the car is released to furnish forwarding directions to authorized railroad personnel.

ITEM 1005

FORWARDING DIRECTIONS

The term "forwarding directions" means a bill of lading or other suitable order, given to this railroad and containing all of the necessary information to transport the shipment, which authorizes:

1. The immediate delivery of a car to a connecting line for further movement (only when car has been loaded in terminal switching service), or

2. The immediate forwarding of a car to a consignee at another location at the same station or to a consignee at another destination.

An order to move a car from a shipper's loading or storage track to this railroad's yard or hold track to be held for "forwarding directions", whether furnished by the party loading the car or another party, or a bill of lading or an order consigning the car to the agent of this railroad which has no beneficial interest in the lading, does not constitute "forwarding directions" under this section.

A bill of lading or other suitable order covering car(s) requiring clearance from all carriers in the routing will not constitute "forwarding directions" under this section until clearance is received from all carriers in the routing.

When "forwarding directions" are furnished covering line haul movement, this information must include the consignee, the destination, the commodity description, whether prepaid or collect, and full instructions relative to stop-offs.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1010

FORWARDING DIRECTIONS RECEIVED BY U.S. MAIL (SEE EXCEPTION 1 BELOW)

When this railroad receives forwarding directions by U.S. Mail or by wire, such instructions shall be considered as having been recieved after 7:00 AM on the date received.

ITEM 1015

OTHER-THAN-PUBLIC-DELIVERY-TRACKS

On cars for loading on other-than-public-delivery-tracks, time shall be computed from the first 7:00 AM after actual or constructive placement, or after proper notification where required.

ITEM 1020

PUBLIC DELIVERY TRACKS

On cars for loading on public delivery tracks, time shall be computed from the first 7:00 AM after actual placement and without notice. However, notification shall be sent or given on cars not placed within twenty-four (24) hours after 7:00 AM on the date for which cars were ordered to be placed; and, in such case, time shall be computed from the first 7:00 AM after notification is sent or given to the consignor, or party ordering the car, that the cars have been placed.

ITEM 1025

APPROPRIATED CARS

When an empty car is appropriated, without being ordered, it shall be considered as having been ordered and actually placed at the time so appropriated. When an empty car placed on an order of one party is appropriated by another party without permission of this railroad, it shall be considered as having been initially ordered and placed on the order of the party appropriating the car.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1030

EMPTY CARS PLACED PRIOR TO DATE FOR WHICH ORDERED

On empty cars placed prior to date for which ordered, time shall be computed from 7:00 AM of the date for which ordered except when loading commences prior to date for which ordered, time shall be computed from the first 7:00 AM thereafter.

ITEM 1035

INTERCHANGE TRACKS OF INDUSTRIAL PLANTS

On empty cars for delivery on interchange tracks of industrial plants performing switching service for themselves or for other parties, time shall be computed from the first 7:00 AM after actual or constructive placement on such interchange tracks and continue until the cars are returned to the same or another interchange track and forwarding directions, when required, furnished in accordance with Item 1000. Where two or more parties, each with its own power, take delivery from the same interchange track, or where this railroad uses the interchange track for other cars; or where the interchange track is not adjacent to the plant and the industry uses the railroad track to reach the interchange track, a notice of placement shall be sent or given to the consignor and time shall be computed from the first 7:00 AM thereafter.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1100

RULES GOVERNING CARS HELD FOR UNLOADING

Unloading, as required under Rule 27 of Uniform Freight Classification Tariff ICC UFC 6000-Series, or partial unloading shall include:

1. The surrender of bill of lading on shipments billed "to order" or surrender of written order or advice, or surrender of other lawful substitute, as required under Rule 7, Uniform Freight Classification Tariff ICC UFC 6000-Series (See Note 1).

2. Payment of lawful charges when required prior to delivery of the car (See Note 1).

3. Furnishing of a "turnover" order (an order for delivery to another party) after car has been placed for delivery and no additional movement of the car is made to a point beyond the confines of the same industry or same public delivery yard.

4. Advice that the car is ready for forwarding, accompanied by forwarding directions when necessary, after being held to partly unload and partly reload.

5. Advice by consignee given to authorized personnel of this railroad, either by telephone or in writing, that car is unloaded and available to this railroad (See Notes 2 and 3). Information given must include identity of consignee, party furnishing data and car initial and number, with record of such information being maintained by this railroad, including date and time of receipt and identity of party receiving the information.

Note 1 - On cars requiring surrender of bill of lading, written order, advice, or other lawful substitute, or on cars requiring payment of lawful charges, whether such cars have been placed in position to unload or not, time will be computed from the first 7:00 AM after notice of arrival is sent or given to the consignee or party entitled to receive same. When the bill of lading, order, advice, other lawful substitute, or payment of lawful charges is received by this railroad via U.S. Mail, it shall be considered as received after 7:00 AM of the date received.

Note 2 - Except as otherwise provided in Items 635 and 637, a car will be considered released at the date and time advice is received from the consignee; except, that when consignee cannot furnish advice because of authorized personnel of this railroad not being on duty to accept the advice, the consignee will have until 9:00 AM of the next day on which this railroad has such personnel on duty to furnish advice as to when the car was unloaded and available and the car will be considered released at the date and time when it was unloaded and made available to this railroad.

Note 3 - [35] This item will also apply on cars handled on interchange tracks of industrial plants.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1105

CARS HELD IN BREAKUP OR HOLD YARDS FOR ORDERS

When a consignee has not notified this railroad of the track upon which he wishes his car placed, either by general or specific orders as to incoming freight at or prior to arrival of shipment, the car will be held at any available breakup or hold yard and time computed from the first 7:00 AM after notice of arrival is sent or given to consignee or party entitled to receive same until release as provided in applicable provisions of Section 1 of this tariff.

ITEM 1110

OTHER-THAN-PUBLIC-DELIVERY-TRACKS

On cars for unloading on other-than-public-delivery-tracks, time shall be computed from the first 7:00 AM after actual or constructive placement, or after proper notification where required.

ITEM 1115

PUBLIC DELIVERY TRACKS

(Except as provided in Items 1100, 1105 and 1120, on cars for unloading on public delivery tracks, time will be computed from the first 7:00 AM after actual placement (see Note 1) and after required notice has been sent or given.

Note - When delivery of cars on public delivery tracks cannot be made on account of more cars on hand than such tracks will accommodate, such cars will be held at an available hold point and time computed from the first 7:00 AM after notice of arrival at the hold point is sent or given consignee, provided one or more of such consignee's cars are placed or offered for placement each time the facility is switched. The provisions of this note are not applicable if prior to the first 7:00 AM, exclusive of Saturdays, Sundays and holidays after arrival notice is sent or given, consignee requests delivery at another public delivery track at destination where space is available. In such case the alternative delivery shall be made.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1100

RULES GOVERNING CARS HELD FOR UNLOADING

Unloading, as required under Rule 27 of Uniform Freight Classification Tariff ICC UFC 6000-Series, or partial unloading shall include:

1. The surrender of bill of lading on shipments billed "to order" or surrender of written order or advice, or surrender of other lawful substitute, as required under Rule 7, Uniform Freight Classification Tariff ICC UFC 6000-Series (See Note 1).

2. Payment of lawful charges when required prior to delivery of the car (See Note 1).

3. Furnishing of a "turnover" order (an order for delivery to another party) after car has been placed for delivery and no additional movement of the car is made to a point beyond the confines of the same industry or same public delivery yard.

4. Advice that the car is ready for forwarding, accompanied by forwarding directions when necessary, after being held to partly unload and partly reload.

5. Advice by consignee given to authorized personnel of this railroad, either by telephone or in writing, that car is unloaded and available to this railroad (See Notes 2 and 3). Information given must include identity of consignee, party furnishing data and car initial and number, with record of such information being maintained by this railroad, including date and time of receipt and identity of party receiving the information.

Note 1 - On cars requiring surrender of bill of lading, written order, advice, or other lawful substitute, or on cars requiring payment of lawful charges, whether such cars have been placed in position to unload or not, time will be computed from the first 7:00 AM after notice of arrival is sent or given to the consignee or party entitled to receive same. When the bill of lading, order, advice, other lawful substitute, or payment of lawful charges is received by this railroad via U.S. Mail, it shall be considered as received after 7:00 AM of the date received.

Note 2 - Except as otherwise provided in Items 635 and 637, a car will be considered released at the date and time advice is received from the consignee; except, that when consignee cannot furnish advice because of authorized personnel of this railroad not being on duty to accept the advice, the consignee will have until 9:00 AM of the next day on which this railroad has such personnel on duty to furnish advice as to when the car was unloaded and available and the car will be considered released at the date and time when it was unloaded and made available to this railroad.

Note 3 - [35] This item will also apply on cars handled on interchange tracks of industrial plants.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1105

CARS HELD IN BREAKUP OR HOLD YARDS FOR ORDERS

When a consignee has not notified this railroad of the track upon which he wishes his car placed, either by general or specific orders as to incoming freight at or prior to arrival of shipment, the car will be held at any available breakup or hold yard and time computed from the first 7:00 AM after notice of arrival is sent or given to consignee or party entitled to receive same until release as provided in applicable provisions of Section 1 of this tariff.

ITEM 1110

OTHER-THAN-PUBLIC-DELIVERY-TRACKS

On cars for unloading on other-than-public-delivery-tracks, time shall be computed from the first 7:00 AM after actual or constructive placement, or after proper notification where required.

ITEM 1115

PUBLIC DELIVERY TRACKS

(Except as provided in Items 1100, 1105 and 1120, on cars for unloading on public delivery tracks, time will be computed from the first 7:00 AM after actual placement (see Note 1) and after required notice has been sent or given.

Note - When delivery of cars on public delivery tracks cannot be made on account of more cars on hand than such tracks will accommodate, such cars will be held at an available hold point and time computed from the first 7:00 AM after notice of arrival at the hold point is sent or given consignee, provided one or more of such consignee's cars are placed or offered for placement each time the facility is switched. The provisions of this note are not applicable if prior to the first 7:00 AM, exclusive of Saturdays, Sundays and holidays after arrival notice is sent or given, consignee requests delivery at another public delivery track at destination where space is available. In such case the alternative delivery shall be made.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1120

SPECIAL FACILITIES REQUIRED FOR UNLOADING

Except as provided in Items 1100 and 1105, on cars for unloading at cranes, public delivery trestle tracks and other special facilities (see Note 1) furnished by this railroad because of the nature of the commodity, time will be computed from the first 7:00 AM after actual placement (see Note 2) and after required notice has been sent or given consignee.

Note 1 - In the application of this item, docks or platforms and unloading pits provided by this railroad in public delivery yards for the convenience of consignees are not special facilities within the meaning of this item.

Note 2 - When delivery of cars to the special facilities named in this item cannot be made on account of more cars on hand than the facilities will accommodate, cars will be held at an available hold point and time computed from the first 7:00 AM after notice of arrival at the hold point is sent or given consignee, provided one or more of such consignee's cars are placed or offered for placement each time the facility is switched.

ITEM 1125

INTERCHANGE TRACKS OF INDUSTRIAL PLANTS

On loaded cars for delivery on interchange tracks of industrial plants performing the switching service for themselves or for other parties, time shall be computed from the first 7:00 AM after actual or constructive placement on such tracks and continue until the cars are returned to the same or another interchange track, and advice given in accordance with paragraph (5) of Item 1100: Where two or more parties, each with its own power, take delivery from the same interchange track, or where this railroad uses the interchange track for other cars; or where the interchange track is not adjacent to the plant and the industry uses this railroad track to reach the interchange track, a notice of placement shall be sent or given to the consignee and time shall be computed from the first 7:00 AM thereafter.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1135

TIME OF RELEASE FOR CARS UNLOADED BY THIS RAILROAD

When cars subject to these rules are unloaded by this railroad, such cars shall be released at the time request to unload is received from the consignor or consignee, provided this railroad has obligated itself by tariff provisions to unload. In the absence of such tariff obligation, release shall be effected at the time the unloading is completed when for convenience of this railroad. When freight is unloaded by this railroad in or upon railroad premises, it shall be subject to Section 2 - Storage Rules and Charges - from the time the cars are released from these rules.

ITEM 1140

DELIVERING CARRIER AND CONSIGNEE UNABLE TO RECEIVE CARS

When a delivering carrier is unable to accept the physical interchange of cars offered by a connecting railroad because of the consignee's inability to receive the cars, the connecting railroad shall give the delivering railroad a notice showing each car initial and number, contents, consignee and, if transferred in transit, the initials and number of the original car. The delivering railroad will then send or give the consignee a notice of constructive placement.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1200

RULES GOVERNING CARS HELD FOR PURPOSES OTHER THAN LOADING OR UNLOADING

Items 1210 through 1235 will apply when cars are held for purposes other than loading or unloading, including cars which have been tendered for loading or unloading under the provisions of Items 1000 or 1140 and which are later reconsigned, diverted, reshipped, or released empty after having been ordered or appropriated, in which event tender of a car under such sections will govern in computing time under these provisions. Cars held subject to the provisions herein will not be subject to the Average Agreement Plan in Item 800.

ITEM 1210

CARS HELD FOR RECONSIGNMENT, DIVERSION OR RESHIPMENT

On cars held for reconsignment, diversion or reshipment, time will be computed from the first 7:00 AM following the sending or giving of notice. The term "diversion" or "reconsignment" will be applied as defined in the reconsignment tariffs of this railroad, except that under this provision, a "turnover" (an order for delivery to another party) which does not involve an additional movement of the car to a point beyond the confines of the same industry or same public delivery yard is not a reconsignment for the purposes of applying this provision. A "reshipment" is the making of a new contract by which, under a new rate, the entire original lading, without being unloaded, is forwarded in the same car to another destination, or another place of delivery at the same destination, which requires a movement beyond the confines of the industry or the public delivery yard where the car has been originally delivered. When diversion or reconsignment is consummated on an order mailed, wired, or otherwise transmitted by the consignor to an agent of this railroad, or an agent of any railroad which has participated in the transportation transaction, such order will be considered as having been received after 7:00 AM on the date received. When an order is received for "reshipment" it shall contain all the necessary information to transport the shipment to its new destination; and, if the order for "reshipment" is transmitted by U.S. Mail, it shall be considered as having been received after 7:00 AM of the date received.

ITEM 1215

CARS HELD IN TRANSIT

When cars are held in transit due to, or on orders of the consignor, consignee, or owner, time will be computed from the first 7:00 AM following the sending or giving of notice of arrival. Included are cars destined for delivery to a connecting line, cars found to be overloaded or improperly loaded, and cars held for surrender of order-notify bills of lading or payment of lawful charges, or for any purpose not otherwise specifically provided for in these rules. Cars will be released at the time the order bills of lading, or lawful charges are received by an agent of this railroad or an agent of any railroad which has participated in the transportation transaction or an order sufficient to move the cars to a consignee at another station; however, if such order, bill of lading, or payment of lawful charges is received by U.S. Mail, it will be considered as having been received after 7:00 AM of the date received.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1220

CARS OF GRAIN HELD IN TRANSIT FOR INSPECTION [17] PART A

When cars of grain, seeds (field or grass), grain screenings, soybeans, hay, straw, corn husks or corn shucks, or pummies, unground, subject to official inspection or grading are held in transit and placed on inspection track(s) of this carrier at designated stations for inspection or grading, including reconsignment or other disposition, the free time will begin at the first 7:00 A.M. after the notice of arrival is sent or given to the consignee or party entitled to receive same or after bulletin has been posted where such practice is in vogue and will expire at the following 6:00 P.M.. A demurrage day under this item consists of a twenty-four (24) hour period computed from 6:00 PM.

When the consignee has agreed with this railroad in writing to accept the bulletining of cars as due and adequate notice of arrival, the bulletins must be posted by 9:00 AM of each day showing receipt since the last previous bulletin. Any bulletin posted on a Saturday, Sunday or holiday shall for the purpose of calculating free time, be treated as posted as of 9:00 AM the first day thereafter which is not a Saturday, Sunday or holiday.

In the application of this item, the term "held in transit" means after the cars have left the last loading station and before delivery at point of unloading. This item will not apply to cars held for inspection at the station where loaded, nor to cars billed direct to public team tracks, or to elevators, mills or other industries within the switching limits of the billed destination, and there inspected and delivery taken.

The term official inspection referred to in this item is the taking or representative sample or samples and establishing the official grade of the contents of the car by competent and impartial authorities independent of the vendor or vendee and only in accordance with National, State, Board of Trade or Grain Exchange authorization or requirements except that on hay, straw, corn husks or corn shucks, or pummies, unground, the inspection may be as necessary or desired.

(CONT'D IN NEXT COLUMN)

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1220 (CONT'D)

CARS OF GRAIN HELD IN TRANSIT FOR INSPECTION [18] PART B

On cars of grain, seeds (field or grass), grain screenings or soybeans, subject to official inspection or grading, held in transit and placed for inspection or grading, including reconsignment or other disposition orders, and notice of arrival is sent or given by 9:00 AM, the free time for disposition will expire at 12:00 Noon the following day which is not a Saturday, Sunday or holiday. When the consignee has agreed with this railroad in writing, on file at the station, to accept the bulletining of cars as due and adequate notice of arrival, the bulletins must be posted by 9:00 AM, of each day, showing receipts since the last previous bulletin, and the free time for disposition will expire at 12:00 Noon the following day which is not a Saturday, Sunday or holiday. A demurrage day under this section consists of a twenty-four (24) hour period computed from 12:00 Noon.

Note 1 - The official inspection referred to is the taking of representative sample or samples and establishing the official grade of the contents of the car in accordance with Federal regulation by competent and impartial authorities independent of buyer or seller.

Note 2 - In the application of this section, the term "held in transit" means held on carrier's tracks after the car has left the last loading station and before delivery at point of unloading. Will not apply to cars billed direct to public team tracks and there inspected and delivery taken.

Note 3 - Any bulletin posted on a Saturday, Sunday or holiday listed in Item 525 shall, for the purpose of calculating free time, be treated as posted as of 9:00 AM, the first day thereafter which is not a Saturday, Sunday or holiday listed in Item 525.

ITEM 1225

EMPTY CARS ORDERED OR APPROPRIATED FOR LOADING BUT NOT USED

When empty cars are placed on orders or appropriated but not used in transportation service, demurrage will be charged for all detention, including Saturdays, Sundays and holidays, from actual or contructive placement or appropriation until date and time advice is given to authorized personnel of this railroad, either by telephone or in writing, that such cars will not be used and are available to this railroad (See Notes 1 and 2).

In the application of this item a demurrage day consists of a twenty-four (24) hour period or fraction thereof computed from the hour of actual or constructive placement of the car or appropriation, except that on cars placed in advance of the date for which ordered for loading, time will be computed from 7:00 AM of the day for which so ordered.

(CONT'D IN NEXT COLUMN)

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1225 (CONT'D)

EMPTY CARS ORDERED OR APPROPRIATED FOR LOADING BUT NOT USED

When a car so ordered and placed on a public track is not used, and no advice from the party who ordered the car has been received within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays, from the first 7:00 AM after demurrage charges begin, the car may be removed and treated as released at the time of removal.

[15] In event a car is rejected account not suitable for loading, this item will not apply if the party ordering the car advises this railroad of rejection, and condition that causes car to be rejected, within forty-eight (48) hours exclusive of Saturdays, Sundays and holidays after actual placement.

[16] In event a car is rejected account not suitable for loading, this item will not apply if the party ordering the car advises this railroad of rejection and condition that caused car to be rejected within twenty-four (24) hours, exclusive of Saturdays, Sundays and holidays, after actual placement (see Notes 1 and 2). These provisions will also apply in connection with cars that are held on constructive placement on shipper-owned or leased tracks.

If rejection has not been made within time specified in the previous paragraph, demurrage will be charged for all detention, computed as set forth in this item.

Note 1 - When advice cannot be furnished because of authorized personnel of this railroad not being on duty to accept the advice, the party ordering the car will have until 9:00 AM of the next day on which this railroad has such personnel on duty to furnish the advice and the car will be released at the time during the railroad's off-duty hours such party was ready, willing and able to furnish the advice.

Note 2 - Industries performing switching service for themselves or other parties must, in addition to advising this railroad that cars will not be used in transportation service for loading, return such cars to the industrial interchange track.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1230

CARS RECEIVED UNDER LOAD AND HELD FOR FORWARDING DIRECTIONS

[6] - [7] On loaded cars received from another railroad, or loaded private cars received from private tracks, and held by this railroad for forwarding directions or other disposition, time will be computed from the first 7:00 AM after they are received until proper forwarding direction or other disposition is furnished, except that cars received between 5:00 PM and 7:00 AM will not be subject to demurrage if disposition or forwarding directions are received prior to the following 12:00 Noon, exclusive of Saturdays, Sundays and holidays.

[8] On loaded cars received from another railroad and held by this railroad for forwarding directions, or other disposition, demurrage will be assessed from the first 7:00 AM after receipt until proper forwarding directions or other disposition is furnished,except that cars received between 5:00 PM and 7:00 AM will not be subject to demurrage if disposition or forwarding directions are received prior to the following 12:00 Noon, inclusive of Saturdays, Sundays and holidays (see Note).

Note - When forwarding directions or other disposition cannot be furnished because of authorized personnel of this railroad not being on duty to accept the directions or other disposition, the consignor will have until 12:00 Noon of the next day on which this railroad has such personnel on duty to accept forwarding directions or other disposition and the forwarding directions or other disposition will be considered to have been furnished at the time during the railroad's off-duty hours that the consignor was ready, willing and able to furnish the forwarding directions or other disposition.

ITEM 1235

CARS CONTAINING FREIGHT IN BOND FOR CUSTOMS ENTRY, GOVERNMENT INSPECTION, OR CERTIFICATION

On cars containing freight in bond for Customs entry and Government inspection, time will be computed from the first 7:00 AM after notice has been given. Cars will be released at the date and time this railroad is furnished with release from Customs entry and Government inspection and disposition instructions.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1300

NOTIFICATION REQUIREMENTS

In all cases where the consignee, or other party is entitled to receive notification as provided in Items 1305 through 1385, such notification shall be sent or given by this railroad within twenty-four (24) hours, exclusive of Saturdays, Sundays and holidays, of arrival of car at destination or hold point. However, no notice is required to be sent or given where the movement or transportation rate of a car initially tendered under demurrage or detention provisions in other sections of this tariff or other tariffs are changed so as to bring the detention of such cars under the provisions of Section 1 of this tariff. In such case the tender required under such other sections of this tariff or other tariffs will constitute the required notice of Section 1 of this tariff.

Nothing in this section will preclude this railroad from sending or giving notification on Saturdays, Sundays and holidays when it is in a position to do so.

ITEM 1305

CARS CONSTRUCTIVELY PLACED

Notification of constructive placement shall be sent or given for all cars (loads and empties) which are held on tracks of this railroad at available hold points or at billed destination because of any condition attributable to the consignee or consignor which prevents this railroad from making actual placement. Such cars which have been placed by this railroad on private or other than public delivery tracks, including lead tracks serving the consignee or consignor shall be considered constructively placed without notice.

ITEM 1310

CARS FOR UNLOADING ON PUBLIC DELIVERY TRACKS

Notice of arrival shall be sent or given within twenty-four (24) hours of arrival of car at destination or hold point. In case car is not placed within twenty-four (24) hours from the first 7:00 AM after notice of arrival has been sent or given, notice of placement shall be sent or given (see Note, this item).

Note - Where car is held for special purpose of consignee as provided in Items 1100, 1105, 1115, and 1120, placement notice shall be sent or given only in case car is not placed within twenty-four (24) hours from the first 7:00 AM after order for placement is received.

ITEM 1315

CARS FOR LOADING ON PUBLIC DELIVERY TRACKS

Notice of placement shall be sent or given only when car is placed twenty-four (24) hours or more after 7:00 AM of the date for which ordered.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1320

CARS HELD FOR SPECIAL PURPOSES

Notice of arrival shall be sent or given within twenty-four (24) hours of arrival of car at destination or hold point under the following conditions:

1. When the consignee has not notified this railroad of the track upon which he wishes his car placed, either by general or specific orders as to incoming freight at or prior to arrival of shipment.
2. When surrender of bill of lading on shipment billed "to order", surrender of written order or advice, or surrender of other lawful substitute is required under Rule 7, Uniform Freight Classification Tariff ICC UFC 6000-Series.
3. Payment of lawful charges when required prior to delivery of the car.

ITEM 1325

CARS STOPPED IN TRANSIT

When cars are held in transit because of any condition solely attributable to the consignor, consignee, or owner, a notice shall be sent or given to the party ordering the car stopped upon arrival of cars at the point of stoppage. This will not apply to cars stopped in transit for milling or other in-transit privilege, but notice as otherwise required shall be sent or given to the party designated to perform the milling or other in-transit service.

ITEM 1330

REFUSED CARLOAD FREIGHT

When carload freight is refused at destination, this railroad shall within twenty-four (24) hours (exclusive of Saturdays, Sundays and holidays) after being advised of refusal, give notice of such refusal by telephone or wire (See Note) to the consignor or owner when known, or when not known, to the agent at point of shipment, who shall promptly notify the consignor, if known.

Note - For the purpose of applying this item, the term "wire" shall be construed to mean such forms of electronic communications as telegram, teletype, telex and mailgram. If notice is transmitted by telephone, a written record shall be maintained by this railroad.

ITEM 1335

UNCLAIMED CARLOAD FREIGHT

When carload freight cannot be delivered by this railroad and remains on hand undelivered and unclaimed at the expiration of three days (perishable), or five days (non-perishable) (exclusive of Saturdays, Sundays and holidays), computed from the first 7:00 AM after proper notice has been sent or given, a notice to that effect shall be given by telephone or sent by wire (See Note) to the consignor or owner when known and when not known to the agent at point of shipment, who shall promptly notify the consignor, if known.

Note - For the purpose of applying this item, the term "wire" shall be construed to mean such forms of electronic communications as telegram, teletype, telex and mailgram. If notice is transmitted by telephone, a written record shall be maintained by this railroad.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1340

EXCEPTIONS TO NOTIFICATION REQUIREMENTS IN ITEM 1335

Notification of unclaimed carload freight shall not be sent under the following circumstances:

1. When actually placed, or constructively placed, for delivery on other than public delivery tracks or industrial interchange tracks serving the consignee.
2. When the consignee has paid the freight charges at the destination, or has ordered in writing that the car be placed for unloading.
3. When the consignor has advised either the destination or originating railroad in writing that such notice is not required.
4. When the consignor and consignee are the same and a notice of arrival has previously been sent or given.
5. When the bill of lading has been surrendered or an indemnity bond furnished for shipment covered by "to order" bills of lading.
6. When consignor or owner has been previously sent or given a notice by wire that the car is being held for disposition instructions.

ITEM 1345

METHODS AND PROCEDURES FOR NOTIFICATION

Notification may be sent or given:

1. In writing by U.S. Mail or otherwise.
2. By personal or telephone communication (See Note).
3. By action of the consignee (See Item 1360).
4. By delivery of cars upon other than public delivery tracks or industrial interchange tracks serving consignee or consignor.

Note - When consignor or consignee utilizes an electronic or mechanical device to accept messages (either in written or oral form), notification left on such device will be considered as having been given to consignor or consignee, as the case may be.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1350

IN WRITING BY U.S. MAIL OR OTHERWISE

[19] Notification shall be in writing if consignor or consignee has filed a written request with this railroad prior to arrival of cars. Notification forwarded by U.S. Mail shall be considered delivered prior to the 7:00 AM on the date following the postmarked date. Date and time of written notification delivered otherwise must be recorded and will establish date and time of notification. Copies of notification by U.S. Mail or otherwise shall be maintained by this railroad's agent. When the address of the consignee does not appear on billing and is not known, notice of arrival must be deposited in the United States Mail bearing return address, same to be preserved on file if returned.

[11] Notification shall be in writing if consignor or consignee has filed a written request with this railroad prior to arrival of cars. Notification forwarded by U.S. Mail shall be considered delivered prior to the first 7:00 AM after it was sent. Date and time of written notification delivered otherwise must be reported, and notification by U.S. Mail or otherwise shall be maintained by this railroad's agent. When the address of the consignee does not appear on billing and is not known, notice of arrival must be deposited in the United States Mail bearing return address, same to be preserved on file if returned.

[16] Notification forwarded by U.S. Mail shall be considered delivered prior to the first 7:00 AM after it was sent. Date and time of written notification delivered otherwise must be recorded, and will establish date and time of notification. Copies of notification by U.S. Mail or otherwise shall be maintained by this railroad's agent. When the address of the consignee does not appear on billing and is not known, notice of arrival must be deposited in the United States Mail bearing return address, same to be preserved on file if returned.

ITEM 1355

BY PERSONAL OR TELEPHONE COMMUNICATION

[15] A written record of personal or telephone notification shall be maintained by this railroad's agent.

[16] Written confirmation of personal or telephone notification will be furnished to consignor or consignee when consignor or consignee has filed a written request with this railroad. A written record of personal or telephone notification, including requested confirmation, shall be maintained by this railroad's agent.

Note 1 - When consignor or consignee utilizes an electronic or mechanical device to accept messages (either in written or oral form), notification left on such device will be considered as having been given to consignor or consignee, as the case may be.

ITEM 1360

BY ACTION OF CONSIGNEE

In all cases where any part of the contents of the car has been inspected or removed by the consignee prior to the sending or giving of notice, such inspection or removal shall consitute the required notification.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1365

BY DELIVERY OF CARS UPON OTHER-THAN-PUBLIC-DELIVERY TRACKS OR INDUSTRIAL INTERCHANGE TRACKS

Delivery of cars upon other-than-public-delivery tracks or upon industrial interchange tracks, including lead tracks of the consignee or party entitled to receive same, will constitute notification to consignee.

ITEM 1370

INFORMATION REQUIRED FOR NOTIFICATION

Notification information shall include:

1. Car initial and number - all notifications. If contents transferred en route, must include original car initial and number.
2. Contents - all notifications.
3. Point of shipment - unless the consignor and/or broker has advised otherwise - for arrival notification only.
4. Hold point - for constructive placement notification when cars are held short of billed destination.

ITEM 1375

RAILROAD FAILURE TO SEND OR GIVE REQUIRED NOTICE

When this railroad fails to send or give the consignee or consignor the required notice of arrival or placement, or the required notice of refused or unclaimed carload freight, the consignee or consignor shall not be charged demurrage from the first 7:00 AM after the notice should have been sent or given to the first 7:00 AM following the date it was actually sent or given; provided, that if through error, notice of refused or unclaimed freight is transmitted by mail instead of by wire, this waiver of liability for demurrage charges shall be terminated on the date such mailed notice is received by the consignor.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1380

INSUFFICIENT INFORMATION IN ARRIVAL NOTIFICATION

When notice of arrival does not contain all of the information specified in Item 1370, the consignee or party entitled to receive notification shall not have the right to question the sufficiency of such notice, unless within forty-eight (48) hours from the first 7:00 AM after notice of arrival has been sent or given to the consignee or party entitled to receive same, he shall furnish this railroad's agent a written statement of the omitted information required, in which event the time between receipt of such statement and the furnishing of the omitted information will not be computed against the consignee. When this railroad handles the car in switching service only, he will transmit the request to the inbound line-haul railroad's agent, who will promptly furnish the information direct to the consignee and advise this railroad's agent the date and time furnished.

ITEM 1385

CLAIM OF DELAYED NOTICE BY U.S. MAIL (SEE NOTE)

When a claim is made that a mail notice was mailed at a later date or delayed through postal service, the date of mailing shall be determined by the postmark. If the notice bears no postmark or if the postmark bears no date or is illegible, the records of this railroad shall govern.

Note - [16] - The provisions of this item apply only in connection with Paragraph 1 of Item 1345.

ITEM 1390

IDENTIFICATION OF SHIPMENT ACTUALLY OR CONSTRUCTIVELY PLACED ON AN OTHER-THAN-PUBLIC-DELIVERY TRACK

When, in order to identify the shipment in a car actually or constructively placed on an other-than-public-delivery track, the consignee files request in writing before unloading begins or other disposition is made, for the name of the consignor, point of shipment; or, if transferred in transit, the initial and number of the original car, the time between receipt of the request and compliance therewith will not be computed against the consignee. When this railroad handles the car in switch service only, it will submit the request to the inbound line-haul carrier's agent, who will furnish the information direct to the consignee, advising this railroad's agent of the date and time furnished.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1400

ALLOWANCES PERMISSIBLE FOR RELIEF OF DEMURRAGE CHARGES

Demurrage charges assessed or collected for detention of cars through causes named in Items 1405 through 1435 will, subject to conditions set forth herein, be promptly cancelled or refunded.

ITEM 1405

STRIKE INTERFERENCE

[20] When it is impossible to load or unload or receive cars from or make cars available to this railroad because of strike interference at the point where the loading or unloading is to be accomplished, the detention to each car due to this cause from the first 7:00 AM after such interference begins until the first 7:00 AM after such interference ceased will be excluded in computing time and charges, provided a claim in writing is presented to this railroad within thirty (30) days, exclusive of Saturdays, Sundays and holidays, after the date on which the strike interference ceases, or the date on which demurrage bill is rendered, whichever is latest, stating the date and time strike interference began and ended. Such detention will be charged for at the rate of $7.00 per day or fraction of a day, including Saturdays, Sundays and holidays and without free time allowance. Cars otherwise subject to average agreement shall not earn credits nor accrue debits during the period of interference, nor will it be permissible to offset any part of the detention by credits earned on the same or other cars. The detention both before and after the period of interference will be consolidated into one period of detention subject to the provisions of Item 600 and Item 800.

[21] When it is impossible to load or unload or receive cars from or make cars available to this railroad because of strike interference at the point where loading or unloading is to be accomplished, the detention to each car due to this cause from the first 7:00 AM after such interference ceases will be excluded in computing time and charges, provided a claim in writing is presented to this railroad within thirty (30) days, exclusive of Saturdays, Sundays and holidays, after the date on which the interference ceases, stating the date and time strike interference began and ended. Such detention will be charged for at the rate of $7.00 per car per day or fraction of a day, including Saturdays, Sundays and holidays and without free time allowance. Cars otherwise subject to average agreement shall not earn credits nor accrue debits during the period of interference, nor will it be permissible to offset any part of the detention by credits earned on the same or other cars. The detention both before and after the period of interference will be consolidated into one period of detention subject to the provisions of Item 600 and Item 800.

(CONT'D IN NEXT COLUMN)

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1405 (CONT'D.)

STRIKE INTERFERENCE

[16] When it is impossible to load or unload or receive cars from or make cars available to this railroad because of strike interference at the point where the loading or unloading is to be accomplished, the detention to each car due to this cause from the first 7:00 AM after such interference begins until the first 7:00 AM after such interference ceased will be excluded in computing time and charges, provided a claim in writing is presented to this railroad within thirty (30) days, exclusive of Saturdays, Sundays and holidays, after the date on which the strike interference ceases, or the date on which demurrage bill is rendered, whichever is latest, stating the date and time strike interference began and ended. Such detention will be charged for at the rate of $11.00 per car per day or fraction of a day, including Saturdays, Sundays and holidays and without free time allowance. Cars otherwise subject to average agreement shall not earn credits nor accrue debits during the period of interference, nor will it be permissible to offset any part of the detention by credits earned on the same or other cars. The detention both before and after the period of interference will be consolidated into one period of detention subject to the provisions of Item 600 and Item 800.

The provisions of this item will not apply to:

1. Inbound cars when forwarding directions are furnished at point of loading of the freight subsequent to four days, exclusive of Saturdays, Sundays and holidays, starting with the first 7:00 A.M. after the beginning of strike interference.

2. Inbound cars when reshipped, reconsigned or diverted to a strike bound point of unloading subsequent to two days, exclusive of Saturdays, Sundays and holidays, starting with the first 7:00 A.M. after the beginning and prior to the termination of strike interference.

3. Cars held on orders of the consignee, consignor or owner of the freight when the strike bound point of unloading is not served by this railroad.

4. Cars held short of destination station on orders of the consignee, consignor, or owner.

5. Cars held because of a strike at another plant than that where the cars are to be loaded or unloaded.

6. Cars for loading when ordered or appropriated after the beginning and prior to the termination of strike interference.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1410

BUNCHING

Relief of demurrage charges caused by reason of bunching shall be granted under conditions outlined below:

CARS TENDERED FOR LOADING - When by reasons of delay or irregularity in filling orders, cars are bunched and placed for loading in accumulated numbers in excess of daily placing, as ordered, the shipper shall be allowed such free time for loading as he would have been entitled to had the cars been placed for loading as ordered, provided claim is filed with this railroad, in writing, within thirty (30) days, exclusive of Saturdays, Sundays and holidays, from the date on which the bill for demurrage is rendered.

CARS TENDERED FOR UNLOADING - When as the result of the act or neglect of any railroad, or because of floods, earthquakes, hurricanes or tornadoes, and conditions in the devastated area resulting therefrom, cars originating at the same point, moving via the same route and consigned to one consignee at one point, are bunched; or when cars originating at different points and transported via the same route from an intermediate common point to destination, are bunched after arriving at the common point (in which event the date of arrival of the cars at the common point will govern in determining the bunching instead of the date of shipment) and are tendered for delivery by this railroad in accumulated numbers in excess of daily shipments, the consignee shall be allowed such free time as he would have been entitled to had the cars not been bunched, but when any car is released before the expiration of the prescribed free time or the adjusted free time, the next cars bunched therewith will be treated as tendered the next 7:00 AM following such release. For the purpose of applying this item, cars moving from different points or via different routes to destination and arriving on different dates will be considered bunched if tendered for delivery on the same day and such free time shall be allowed as the consignee would have been entitled to had the cars been placed or tendered for placement in the order of their arrival; except that cars which arrive on Saturdays, Sundays and holidays, will not be considered bunched when tendered for delivery on the first day thereafter which is not a Saturday, Sunday or holiday. In no case will allowance be granted from bunching unless this railroad receives a claim, in writing, within thirty (30) days, exclusive of Saturdays, Sundays and holidays, from the date on which the bill for demurrage is rendered, supported by a statement certifying car initial and number and either the date and point of shipment, or the date of arrival at the common point, for each car involved in the bunching claim. The date of shipment shall be the date forwarding or reforwarding directions are furnished the railroad for movement of the car to the point of unloading, and the point of shipment is where the forwarding or reforwarding directions are effected for movement of the car to the point of unloading.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1415

CARS RUN AROUND THROUGH NO FAULT OF CONSIGNOR OR CONSIGNEE

[22] When this railroad for any cause not attributable to the consignor or consignee actually places cars recently tendered ahead of cars previously tendered, demurrage will be charged on the basis of the amount that would have accrued but for such error, except that on cars subject to Average Agreement Plan, Item 800, allowance will be made only on those cars, held beyond the debit days which it is permissible to offset by credits earned on other cars. When the delay in loading or unloading one commodity has no relationship to the delay in loading or unloading a different commodity, separate computation must be made for each of such commodities in order to determine the allowance that should be made. The following formula will be used to determine the amount of demurrage that would have accrued but for such error.

[23] When this railroad for any cause not attributable to the consignor or consignee actually places cars recently tendered ahead of cars previously tendered, demurrage will be charged on the basis of the amount that would have accrued but for such error, except that on cars subject to Average Agreement Plan, Item 800, allowance will be made only on those cars held beyond the debit days which it is permissible to offset by credits earned on other cars. However, when demurrage charges have been assessed and billed, no relief will be provided under this item unless claim is presented, in writing, within ninety (90) calendar days after bill has been rendered, identifying cars which have been run around. When the delay in loading or unloading one commodity has no relationship to the delay in loading or unloading a different commodity, separate computations must be made for each of such commodities in order to determine the allowance that should be made. The following formula will be used to determine the amount of demurrage that would have accrued but for such error.

1. List in date order of constructive placement all cars that are involved in the run around; however, when no constructuve placement has been made on a car, use its actual placement date as the constructive placement date (See Note).

2. Show opposite each car listed, the date and time of its actual placement and the date and time of its release, together with the charges assessed. When two or more cars are placed on the same date, enter first the record of the car released first.

3. Opposite the first car constructively placed, enter the date and time of actual placement of the first car actually placed, and the date and time of its release. Continue this procedure with the second car and all subsequent cars until all the original actual dates of placement and release have been used.

4. Compute the time from the first 7:00 A.M. after the original tender (actual or constructive placement) date to and including the date of substituted release of each car.

5. Allow the difference, if any, between the total amount thus ascertained and the amount of demurrage assessed on the basis of the original records.

(CONT'D IN NEXT COLUMN)

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1415 (CONT'D.)

CARS RUN AROUND THROUGH NO FAULT OF CONSIGNOR OR CONSIGNEE

6. With respect to cars subject to average agreement, list the cars held beyond the debit days which it is permissible to offset by credits earned on other cars as the result of being run around for causes not attributable to the consignor or consignee together with cars tendered later, that ran around them, regardless of whether the latter cars accrued charges for detention beyond four debits. Then proceed as described in paragraphs 1, 2, 3, 4, and 5 and compute debits and credits and excess charges on the basis of the substituted dates, i.e. from the first 7:00 AM after the original tender (actual or constructive placement) date to and including the date of substituted release of each car; provided that no allowance shall be made in excess of charges originally accrued for detention beyond debit days on the car or cars involved in the run around.

Note - Cars actually or constructively placed for account of this railroad may not be commingled with cars actually or constructively placed for account of other railroads in computing run-around allowance.

ITEM 1420

WEATHER INTERFERENCE

Relief shall be granted under the following conditions:

[4] (1) On cars placed for loading or unloading on public delivery tracks, when the condition of the weather during any part of the prescribed free time (See Note) or the adjusted free time provided for in Item 1410 is such as to make it impossible to place freight in cars or move it from cars without serious injury to the freight, the free time will be extended until a total of twenty-four (24) hours for loading or forty-eight (48) hours for unloading (seventy-two (72) or ninety-six (96) hours on cars subject to paragraph (4), this Item) free of such weather interference shall have been allowed, provided the consignor or consignee requests such additional time advising the nature and duration of the weather interference at or prior to the time the car is released.

[5] (1) When the condition of the weather during any part of the prescribed free time (or the adjusted free time provided for in Item 1410) of forty-eight (48) hours for loading or unloading is such as to make it impossible to place freight in cars or move it from cars without serious injury to the freight, the free time will be extended to a total of forty-eight (48) hours (ninety-six (96) hours on cars subject to Paragraph (4) this Item) free of such weather interference shall have been allowed, provided a claim, stating fully the condition which prevented the loading or unloading is presented, in writing, to this railroad within thirty (30) days, exclusive of Saturdays, Sundays and holidays, after the date on which demurrage bill is rendered.

[25] (2) On cars subject to Item 1225, when the condition of the weather during any part of the first twenty-four (24) hours after actual placement is such as to make it impossible to work at loading or impossible to place freight in cars without serious injury to the freight, no demurrage shall be charged for the period of weather interference during such twenty-four (24) hours, provided claim stating fully the condition which prevented loading is presented, in writing, to this railroad within thirty (30) days, exclusive of Saturdays, Sundays and holidays, after date on which demurrage bill is rendered.

(CONT'D IN NEXT COLUMN)

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1420 (CONT'D.)

WEATHER INTERFERENCE

Relief shall be granted under the following conditions:

[5] (2) On cars subject to Item 1225, when the condition of the weather during any part of the first forty-eight (48) hours after actual placement is such as to make it impossible to place freight in cars without serious injury to the freight, no demurrage shall be charged for the period of weather interference during such forty-eight (48) hours, provided claim stating fully the condition which prevented loading is presented, in writing, to this railroad within thirty (30) days, exclusive of Saturdays, Sundays and holidays, after date on which demurrage bill is rendered.

[22] (3) When, because of floods, earthquakes, hurricanes or tornadoes and condition in the devastated area resulting therefrom, it is impossible for a consignor or consignee to get to a car or to load or to unload, the detention directly chargeable thereto shall be eliminated in computing demurrage.

[23] (3) When, because of floods, earthquakes, hurricanes or tornadoes and condition in the devastated area resulting therefrom, it is impossible for a consignor or consignee to get to a car or to load or to unload, the detention directly chargeable thereto shall be eliminated from demurrage charges assessed and billed, providing a claim is presented, in writing, to this railroad within ninety (90) calendar days after date on which demurrage bill is rendered, stating fully the conditions which prevented the loading or unloading.

[11] (4) When, at the time of actual placement, lading is frozen or congealed so as to require heating, thawing or loosening, to unload, the free time shall be extended two (2) days, provided the consignee shall, within ten (10) days after date on which the car was released, send or give this railroad's agent a written statement certifying, as to each car, that time was expended in heating, thawing or loosening the lading to unload the car. This provisions will not apply on private cars while held under constructive placement and which are exempted from demurrage after actual placement under the provisions of Item 765.

[9] (4) When, at the time of actual placement, lading is frozen or congealed so as to require heating, thawing or loosening to unload, a consignee desiring additional free time for unloading shall, prior to the expiration of ten (10) days, exclusive of Saturdays, Sundays and holidays, after the date on which the car was released, send or give this railroad's agent a written statement certifying by car initial and number: (a) the day or days (7:00 AM to 7:00 AM) on which car was on actual placement and during which any time was expended in heating, thawing or loosening to unload the car; (b) the day (7:00 AM to 7:00 AM) on which car was actually unloaded. If the written statement is mailed, the date of mailing shall be determined by the postmark. This carrier will relieve charges accrued or assessed while car was on actual placement for the day or days so certified in part (a) of the statement with a maximum of two (2) days; except, the carrier will not relieve the day on which a car was actually unloaded as certified in part (b) of the consignee's statement.

Note - On cars subject to Item 1225, no allowance will be made after twenty-four (24) hours free of weather interference.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1425

ORDERS OR FORWARDING DIRECTIONS DELAYED IN U.S. MAIL

When an order to move, forward or release a car is sent to this railroad by U.S. Mail, whether it is received late or not at all, it shall be considered to have been received after 7:00 AM on the date it should have been received, provided claim, in writing, is filed within ten (10) days from date on which demurrage bill is rendered, supported with proof that the order was depostied in the U.S. Mail, properly stamped and addressed on date claimed, in the absence of such proof, the car shall be released after 7:00 AM on the date the order or subsequent instructions were received. When an order is received by U.S. Mail, the date of mailing shall be determined by the postmark.

ITEM 1430

MOVEMENT FROM HOLD POINT TO DESTINATION

When cars are held at an available hold point short of destination and consturctive placement notice is sent or given, the time of movement between hold point and destination and any other time for which the railroad is responsible, will not be computed against the consignor or consignee.

No allowance will be made for time of movement when:

(a) Cars are constructively placed on the basis that free time will begin at the same time it would have begun had the cars moved normally to destination, and

(b) Cars are subsequently brought to destination prior to being ordered for actual placement.

ITEM 1435

RAILROAD ERROR

In event of error by any railroad named in the bill of lading contract or participating in the transportation transaction which prevents acceptance, proper tender or delivery including the demand of payment of transportation charges in excess of tariff authority, demurrage will be charged on basis of the amount that would have accrued but for such error.

When cars are inaccessible for loading or unloading, allowance will be made for detention directly chargeable thereto, subject to conditions set forth below:

1. On other-than-public-delivery tracks when there is disability of this railroad.

2. On public delivery tracks only when an obstruction is on the premises of this railroad.

No allowance will be made for delay in placing nor for interruption in loading or unloading cars consigned or ordered to a track, other than a public delivery track, used by two or more shippers or consignees, when such delay or interruption is attributable to such joint use of such track, except that due allowance will be made if a car displaced in switching is not replaced when the switching is completed.

[23] Demurrage charges assessed and billed will not be relieved under this item unless claim is presented, in writing, to this railroad within ninety (90) calendar days after date on which demurrage bill is rendered, stating the conditions for which relief is claimed.

SECTION 1
GENERAL CAR DEMURRAGE RULES AND CHARGES

ITEM 1440

RELIEF DUE TO FIRE HAZARD, IN SAW MILLING, LOGGING, OR THE OPERATION OF A LOGGING RAILROAD

When the use of power-driven machinery in saw milling, logging or the operation of a logging railroad, is prohibited because of fire hazard, and such prohibition results in the inability of a consignor or a consignee to load or unload cars, or when the employees of a consignor or consignee are commandeered to fight forest fires, the detention of cars, due to such causes, will be eliminated in computation of free time and demurrage, provided the consignor or consignee presents claim in writing, supported by written confirmation of such interference from a duly constituted authority to this railroad within thirty (30) days, exclusive of Saturdays, Sundays and holidays, after the date of such interference, stating the date and time interference began and ceased.

SECTION 2
STORAGE RULES AND CHARGES

ITEM 1500

APPLICATION

The Storage Rules and Charges in Section 2 govern the allowance of free time and assessment of charges for storage when freight, or cars subject to this Section, are held beyond free time or when no free time is provided.

SECTION 2
EXCEPTIONS TO STORAGE RULES AND CHARGES

ITEM 1605

ANN ARBOR RAILROAD SYSTEM

The application of storage rules and charges named in Section 2 will NOT apply on empty assigned cars for loading at Ford Motor Company, Saline, MI nor at Dundee Cement Company at Dundee, MI.

ITEM 1606

APPLIES ON FOR CARRIERS NAMED IN THIS ITEM
(EXCEPTION TO ITEMS 1905 AND 1915)

A. All empty private cars as described in Item 1725 (except railroad controlled cars as described in Item 1726) are exempted from the provisions of these rules.

B. All empty cars, regardless of ownership, with an inside length of 69 feet and over, and all cars regardless of ownership, of "FM" mechanical designation having a carrying capacity of 200,000 pounds or more, are exempted from the provisions of these rules. In determining these exemptions, the car description listed in The Official Railway Equipment Register, ICC RER 6410-Series, shall govern.

Ann Arbor Railroad System
Indiana Harbor Belt Railroad Company

ITEM 1608

APPLICABLE ONLY WHEN SPECIFIC REFERENCE IS MADE HERETO

When specific reference is made to this item, the hourly time charge will be as shown opposite the series of car numbers listed below in which the number of the "FB", "FBS", "LO", "XL", or "XP" car is included.

Car Owner and Reporting Marks	Car Numbers	Hourly Time Charge (See Note 1) (In Cents)
Ashley, Drew, and Northern Railway (ADN)	500-529	43
	530-534	71
	550-599	82
	700-799	72
Laurinburg and Southern Railroad (LRS)	4001-4100	75
	5001-5100	82
St. Mary's Railroad (SM)	6001-6060	106

Note 1 - Charge authorized herein will be determined in the same manner and subject to same application as the hourly time charge specified in Car Hire Rule 1 of Official Railway Equipment Register, ICC RER 6410-Series.

ITEM 1612

AROOSTOOK VALLEY RAILROAD COMPANY
(Exception to Paragraph C, Item 2105)

The provisions of Paragraph C of Item 2105 will NOT apply at points in the state of Maine.

SECTION 2
EXCEPTIONS TO STORAGE RULES AND CHARGES

ITEM 1636

CHICAGO & ILLINOIS MIDLAND RAILWAY COMPANY

1. Cars of railroad ownership and cars of private ownership will not be permitted on the tracks of CIM when used for the storage of municipal solid waste or hazardous waste.

2. The storage of municipal solid waste or hazardous waste is not permitted on the CIM.

ITEM 1637

CHICAGO & ILLINOIS MIDLAND RAILWAY COMPANY
(Exception to Item 1925)

Unassigned box cars in connection with Cargill, Inc. at Springfield, IL, while such cars are being held for loading prior to actual placement at Cargill's, Springfield, IL plant, will be subject to a storage charge of $18.00 per day or fraction of a day.

ITEM 1638

CHICAGO & ILLINOIS MIDLAND RAILWAY COMPANY

Storage rules and charges published herein will not apply on cars for loading granulated slag at Sicily, Illinois.

ITEM 1650

EAST ERIE COMMERCIAL RAILROAD
(Exception to Items 2005 and 2010)

No free time will be allowed on locomotives and other cars and equipment including cars, locomotives and equipment for dismantling, inspection or repairs, moving on own wheels, either inbound or outbound as freight at tariff rates, and will be subject to a storage charge of $10.00 per car or other until of equipment per day, or fraction of a day while held on tracks of this railroad to be computed from the first 7:00 AM, including Saturdays, Sundays, and holidays following the sending or giving of notice.

ITEM 1652

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY
(Exception to Item 1915)

Cars of any ownership having AAR Mechanical Designation "FM", "FMS" with an inside length of 69 feet and over, are subject to the provisions of these rules. In determining these exceptions, the Official Railway Equipment Register shall be the index.

SECTION 2
EXCEPTIONS TO STORAGE RULES AND CHARGES

ITEM 1669

LAKE STATE RAILWAY COMPANY

The applications of storage rules and charges named in Section 2 will NOT apply on empty assigned cars for loading at any Lake State Railway station.

ITEM 1677

NORFOLK AND PORTSMOUTH BELT LINE RAILROAD COMPANY
(Exception to Item 1920)

Delivery of assigned cars upon other-than-public delivery tracks of assigned will be considered notice of arrival to assignee.

ITEM 1680

NEW YORK CROSS HARBOR RAILROAD TERMINAL CORPORATION
(Exception to Item 1815)

Notice shall be sent or given consignor within twenty-four (24) hours exclusive of Saturdays, Sundays, and holidays (see Item 1735) after refusal of carload shipments. When carload shipments remain on hand undelivered five (5) calendar days after the expiration of the free time allowed for removal notice thereof shall within twenty-four (24) hours exclusive of Saturdays, Sundays, and holidays (see Item 1735) thereafter be sent or given to the consignor. When perishable carload freight has not been disposed of by this railroad and remains on hand undelivered at the expiration of three (3) days exclusive of Saturdays, Sundays, and holidays (see Item 1735) from the first 7:00 AM after notice of arrival has been sent or given to the consignee or party entitled to receive same, a notice to that effect shall, within twenty-four (24) hours thereafter, be sent by wire to the consignor.

Applicable only for account of NYCH at stations shown below:

Brooklyn, New York
Atlantic Terminal
Fulton Terminal

SECTION 2
EXCEPTIONS TO STORAGE RULES AND CHARGES

ITEM 1688

PEORIA AND PEKIN UNION RAILWAY COMPANY
(Exception to Item 1925)

All empty flat cars (except PPU 300000 thru PPU 300029) assigned to Caterpillar, Inc. at Peoria, IL will be subject to storage charges of $15.00 per car, per day or fraction thereof. Balance of the provisions of Item 1925 will apply.

ITEM 1689

PEORIA AND PEKIN UNION RAILWAY COMPANY
(Exception to Item 1925)

Empty cars bearing reporting marks:
PPU 300000 thru 300029
assigned to Caterpillar, Inc. at Peoria, IL will be subject to storage charges of $40.00 per car, per day or fraction thereof. Balance of the provisions of Item 1925 will apply.

ITEM 1698

WASHINGTON COUNTY RAILROAD CORPORATION

PART A

Cars bearing reporting marks JTTX 95185 assigned to Bombardier will be subject to storage charge of $12.00 per day or fraction thereof while held for loading and/or unloading at Websterville, VT.

PART B

Cars bearing reporting marks MTTX 95074, 95104, 95203, 95315, 95364, 95423, 95432, 95434, 95439, 95072, 95084, 95174, 95431, 95435, and 95391 assigned to Bombardier will be subject to a storage charge of $7.20 per car, per day or fraction thereof while held for loading or unloading at Websterville, VT.

SECTION 2
STORAGE RULES AND CHARGES

ITEM 1705

GLOSSARY OF TERMS

For the purpose of applying items in Section 2 of this tariff, the following are defined and shall govern.

ITEM 1710

PUBLIC DELIVERY TRACKS

Any accessible track open to the general public for loading or unloading.

ITEM 1715

OTHER THAN PUBLIC DELIVERY TRACK

Any railroad track or portion of a track assigned for individual use or for joint use, including privately owned or leased tracks.

ITEM 1720

PRIVATE TRACK

A track outside of this railroad's right-of-way, yard and terminals, and of which this railroad does not own either rails, ties, roadbed or right-of-way. When a track or portion thereof owned or operated by this railroad is assigned to the purpose of its user through a written lease or written agreement, such lease or agreement will be considered as equivalent to ownership and the track or portion thereof treated as private track.

A track or portion thereof will be considered the private track of each of two or more parties when written consent has first been obtained from this railroad for such joint use of its track, which has been assigned through a written lease or written agreement, or when written notice of such joint use has been furnished this railroad by the owner of a private track prior to actual placement of a car for account of any joint user of the track.

ITEM 1725

PRIVATE CAR

A private car is a car bearing other than railroad reporting marks and which is not a railroad-controlled car.

ITEM 1726

RAILROAD-CONTROLLED CAR

A railroad-controlled car is a car provided to a railroad directly, by car companies or others, for the indiscriminate use by this railroad in serving any of its customers.

ITEM 1730

RAILROAD PREMISES

The term "Railroad Premises" as used in Items 2100 through 2105, when applicable to shipments held in cars, shall embrace all tracks which this railroad provides for its own uses and purposes or for general public use, and all other tracks located inside of its right-of-way or yards and terminals, except tracks located on or within the confines of property owned or leased by an industry.

SECTION 2
STORAGE RULES AND CHARGES

ITEM 1735

HOLIDAYS

Wherever reference is made to "holidays", it shall mean only the days listed below.

New Year's Day - January 1 (See Note 1)
Presidents Day - (See Note 2)
Washington's Birthday - Third Monday of February (See Note 3)
Good Friday - Friday before Easter Sunday (See Note 2)
Memorial Day - Last Monday of May
Independence Day - July 4 (See Note 1)
Labor Day - First Monday of September
Thanksgiving Day - Fourth Thursday of November
Christmas Eve - December 24 (See Notes 1 and 2)
Christmas Day - December 25 (See Note 1)
New Year's Eve - December 31 (See Notes 1 and 2)

Note 1 - When this date occurs on a Sunday, the following Monday will be observed as the holiday.

Note 2 - Applicable only in connection with the Rochester & Southern Railroad, Inc.

Note 3 - Not applicable in connection with the Rochester & Southern Railroad, Inc.

ITEM 1740

CONSIGNOR

The party in whose name cars are ordered or the party who furnishes this railroad forwarding directions.

ITEM 1745

CONSIGNEE

The party to whom a shipment is consigned or the party entitled to receive the shipment.

ITEM 1750

ACTUAL PLACEMENT

Actual placement is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by the consignor or consignee.

ITEM 1755

CONSTRUCTIVE PLACEMENT

When a car consigned or ordered to a private track, an industrial interchange track, or an other-than-public-delivery track cannot be actually placed because of a condition attributable to the consignor or consignee, such car will be held at destination, or if it cannot reasonably be accommodated there, at an available hold point and notice shall be sent or given the consignor or consignee that the car is held (naming the hold point if not held at destination) and that this railroad is unable to effect placement; however, if car is placed on the private track, industrial interchange track or other-than-public-delivery track serving the consignor or consignee, the car shall be considered constructively placed without notice.

SECTION 2
STORAGE RULES AND CHARGES

ITEM 1760

CARS ACTUALLY OR CONSTRUCTIVELY PLACED AT EXACTLY 7:00 AM

When cars are actually or constructively placed at 7:00 AM, time shall be computed from the same 7:00 AM; and placement shall be determined by the precise time the engine cuts loose.

ITEM 1765

TIME TO BE OBSERVED

In the application of these rules, the time to be properly applied is the time, daylight saving or standard time, lawfully in effect in the community where the car is held.

ITEM 1770

ASSIGNEE

A shipper who has requested and has been assigned specific cars.

ITEM 1775

ASSIGNED CAR

A car of any ownership specifically requested and assigned to a shipper by a railroad.

ITEM 1780

BUREAU OF EXPLOSIVES TARIFF

The Bureau of Explosives Tariff No. ICC BOE 6000-Series covers regulations prescribed by the U.S. Department of Transportation for the handling of hazardous materials.

ITEM 1805

FREIGHT SUBJECT TO STORAGE RULES AND CHARGES IN THIS SECTION

Except as otherwise provided, the provisions of Items 1810 through 1850 apply to freight as described below received for delivery or held to complete a shipment, for forwarding directions or for any other purpose, or when stored or held in or on the premises or tracks of this railroad.

(a) Less-than-carload freight.

(b) Freight unloaded in or on railroad premises which has been subject to demurrage rules while in cars.

(c) Less-than-carload freight loaded into or delivered direct from cars.

SECTION 2
STORAGE RULES AND CHARGES

ITEM 1810

FREIGHT NOT SUBJECT TO STORAGE RULES AND CHARGES IN THIS SECTION

The rules and charges in Item 1805 and Items 1815 through 1850 will not apply on:

(a) Freight or material authorized to be returned in cars without charges under provisions of freight tariffs.

(b) Freight not liable to damage from the elements and which is not ordinarily handled through freight houses, entirely at owner's risk, may be stored on the vacant land of this railroad provided owner has previously been assigned space as available and without distinction.

(c) Freight stored in warehouses owned and operated by railroads as storage warehouses.

(d) Export and import freight at port of export or import, domestic freight received from or intended for delivery to ocean or lake vessels at the port of transhipment and freight subject to lighterage at seaboard points when other rules and charges applicable thereto are provided in tariffs lawfully on file with the Interstate Commerce Commission, except to the extent indicated in such tariffs.

(e) Freight refused or unclaimed, when and for the time held for convenience of this railroad beyond legal requirements or damaged freight refused or unclaimed for which railroad liability is acknowledged and which is disposed of as salvage or returned to the shipper for repairs.

(f) Less-than-carload freight until loaded into cars or after unloaded from cars at non-agency stations.

(g) Carload lots of coal, coke or ore.

ITEM 1815

NOTICE OF ARRIVAL

Notice of arrival shall be sent or given consignee or party entitled to receive same within twenty-four (24) hours, exclusive of Saturdays, Sundays and holidays, of the date of arrival of shipment at destination and shall include the point of shipment and commodity (See Note 1). In the event any part of a shipment is inspected or removed by the consignee prior to the sending or giving of the required notice, such inspection or removal shall be considered as notice of arrival. Notice must be in writing if the consignee or party entitled to receive same shall file in writing a request to receive such form of notice prior to arrival of shipment, and copy of such notification will be maintained by this railroad's agent. When the address of the consignee does not appear on billing and is not known, notice of arrival must be deposited in the U.S. Mail, bearing return address, same to be preserved on file if returned.

When an arrival notice does not contain all the information required, the consignee must request the omitted information from the agent in writing during the prescribed free time, in which event the time between receipt of the request and the furnishing of it will not be computed against the consignee. When claim is made that a mailed notice has been delayed, the date of mailing will be determined by the postmark.

(CONT'D IN NEXT COLUMN)

SECTION 2
STORAGE RULES AND CHARGES

ITEM 1815 (CONT'D)

NOTICE OF ARRIVAL

Nothing in this section will preclude this railroad from sending or giving notification on Saturdays, Sundays and holidays when it is in a position to do so.

Note 1 - When the required notice of arrival is not sent or given within the prescribed twenty-four (24) hours after arrival, time will be computed from the first 7:00 AM after such notice was actually sent or given.

Note 2 - When consignee utilizes an electronic or mechanical device to accept messages (either in written or oral form), notification left on such device will be considered as having been given to consignee.

ITEM 1820

REFUSED OR UNCLAIMED SHIPMENTS

When less-than-carload shipments remain on hand undelivered five (5) calendar days after the expiration of free time or are refused, notice shall be sent or given consignor within twenty-four (24) hours thereafter, exclusive of Saturdays, Sundays and holidays, (See Note 1) except that when consignors have placed instructions on shipments (in label or sticker form) these instructions will be complied with by this railroad and in such instances notice of refusal or non-delivery shall not be sent or given the consignor. Notice of refused or unclaimed shipment may be sent by wire only at request of consignee and at his expense.

Note 1 - When the required notice of refused or unclaimed freight is not sent or given within the twenty-four (24) hour period as specified, time will be computed from the first 7:00 AM after such notice was actually sent or given.

Note 2 - When consignor utilizes an electronic or mechanical device to accept messages, (either in written or oral form), notification left on such device will be considered as having been given to consignor.

ITEM 1825

FREE TIME

[24] Forty-eight (48) hours free time will be allowed for removal of an inbound shipment from railroad premises or for its reshipment or to complete an outbound carload shipment.

[4] Twenty-four (24) hours free time will be allowed to complete delivery of an outbound shipment to this railroad.

[33] One hundred twenty (120) hours free time will be allowed for removal from railroad premises or for reshipment of inbound less-than-carload freight.

No free time will be allowed on outbound shipment held for the furnishing of forwarding directions; it will be subject to storage charges from the first 7:00 AM after its receipt and without notice.

In the event it is necessary to hold the shipments in cars, the free time allowed will run concurrently with the free time allowed under the demurrage rules but in no case shall storage charges begin to accrue before the cars have been released from demurrage rules and charges.

SECTION 2
STORAGE RULES AND CHARGES

ITEM 1830

COMPUTING TIME

[15] Time will be computed from the first 7:00 AM after notice of arrival is sent or given as to inbound freight held for removal, reconsignment or reshipment and from the first 7:00 AM after receipt in or on railroad premises as to outbound freight. Any fraction of a day will be counted a whole day and Saturdays, Sundays and holidays will be included after the second chargeable day begins to run. In computing charges, any fraction of 100 pounds will be computed as 100 pounds.

[16] Time will be computed from the first 7:00 AM, inclusive of Saturdays, Sundays and holidays, after notice of arrival is sent or given as to inbound freight held for removal, reconsignment or reshipment and from the first 7:00 AM, inclusive of Saturdays, Sundays and holidays, after receipt in or on railroad premises as to outbound freight. Any fraction of a day will be counted as a whole day.

When orders for freight held for disposition or reconsignment are mailed, such orders will release freight at 7:00 AM of the date received at station where freight is held, if mailed on a prior date; otherwise after 7:00 AM of the date received, except that when proof is furnished that the order was deposited in the mail, properly addressed and stamped on the date claimed, it shall be considered received as of date it should have been delivered.

ITEM 1835

STORAGE CHARGES

Freight held in or on railroad premises, in excess of free time allowed or without free time allowance, will be subject to the following charges per day or at option of carrier may be sent to public warehouse (charges in cents per 100 pounds):

For each of the first five days - 12 1/2; for sixth and each succeeding day - 23.

Minimum storage charge per shipment on freight held beyond free time (charges per 100 pounds):

Five days or part thereof - $1.71; six days or more - $3.32.

In computing charges, any fraction of 100 pounds will be computed as 100 pounds.

ITEM 1840

FREIGHT UNLOADED TO RELEASE EQUIPMENT

When carload freight is unloaded by this railroad for the purpose of releasing needed equipment or upon request of consignee or consignor, the storage charges assessed in accordance with this section shall not exceed the amount that would have accrued on straight demurrage (not average agreement) under demurrage rules, had the freight remained in the car.

If the car is unloaded by this railroad, the actual cost of the service will be in addition to the storage charges.

SECTION 2
STORAGE RULES AND CHARGES

ITEM 1845

OUTBOUND FREIGHT HELD TO COMPLETE CARLOAD SHIPMENTS

When outbound freight is delivered in or on railroad premises and held to complete a carload shipment, the storage charges assessed in accordance with this section shall not exceed the amount that would have accrued on straight demurrage (not average agreement) under demurrage rules, had the freight been loaded in a car.

ITEM 1850

CLAIMS

Storage charges assessed or collected for detention due to causes named below will, subject to conditions set forth herein, be promptly cancelled or refunded:

(a) Devastating weather during the prescribed free time that makes it impossible to remove inbound freight or complete delivery from or to railroad premises without serious injury to the freight. When others similarly situated and under the same conditions reasonably could and did deliver or remove freight, no relief will be allowed.

(b) When this railroad's agent demands payment of transportation charges in excess of tariff authority.

(c) When an error of any railroad prevents proper tender of delivery, storage will be charged on the basis of the amount that would have accrued but for such error.

ITEM 1905

ASSIGNED CARS

Except as provided in Item 1915, the provisions of Items 1910 through 1950 apply to cars of any ownership specifically requested and assigned to shippers by railroads (See Note 1) where this railroad serves the assignee at the designated point of assignment (See Note 2) as the originating road-haul carrier or the originating switching line and is required to hold such cars on its tracks or private sidings connected therewith while awaiting:

1. Actual or constructive placement on orders of, or appropriation of the cars for loading by the assignee, or

2. Delivery of such cars to a connecting switching line performing the actual placement service where such switching line has not concurred in the assignment and holding of cars on its line while subject to Section 2 of this tariff.

Note 1 - When an assigned car is returned with a revenue load, subject to applicable carload rates, the car is subject to Section 1 of this tariff.

Note 2 - For the purpose of applying this section, the designated point of assignment shall mean the origin station at which this railroad has assigned or concurs with another railroad to assign specific cars for use by a specific shipper.

SECTION 2
STORAGE RULES AND CHARGES

ITEM 1910

ASSIGNMENT OF CARS

Before specific cars are assigned to a shipper, the shipper must request in writing of originating road-haul carrier(s) assignment at least ten (10) days before their intended use of a specific number of cars.

ITEM 1915

ASSIGNED CARS NOT SUBJECT TO THIS SECTION

[9]1. Cars of any ownership with an inside length of 69 feet or more. Cars with mechanical designations of "XL", "XM" or "XP" are not included in this exemption.

[9]2. Cars of any ownership with a mechanical designation of "FM" having a carrying capacity of 200,000 lbs. or more.

[9]3. Empty cars of private ownership, which are not railroad controlled.

In determining these exemptions, the car descriptions listed in the Official Railway Equipment Register ICC RER 6410-Series shall govern.

[11] Cars of any ownership other than mechanical designations "XL", "XM" or "XP", with an inside length of 69 feet and over and cars of any ownership of "FM" mechanical designation having a carrying capacity of 200,000 lbs. or more are exempted from the provisions of these rules. In determining these exemptions, the car descriptions listed in the Official Railway Equipment Register ICC RER 6410-Series shall govern. Empty cars of private ownership are also exempted from the provisions of these rules.

SECTION 2
STORAGE RULES AND CHARGES

ITEM 1920

NOTIFICATION

[15] Notice containing car initial and number when such cars are held at point of assignment awaiting orders for placement or appropriation shall be sent or given assignee. In event such cars cannot be reasonably accommodated at point of assignment, cars will be held at any available hold point and written notice will be issued also containing advice of such holding (See Note 1). An additional notice will not be required when car reaches point of assignment. When notice is sent or given as prescribed in this rule, and cars are later found to contain carload or less-than-carload freight, pallets and other devices, the notice tendered under Section 2 will serve as constructive placement notice as required in Item 545 of Section 1 of this tariff. Upon release from demurrage, subject car will revert to application of storage charges as provided in Item 1925 of this tariff, from the second 7:00 AM, excluding Saturdays, Sundays and holidays, without further notice.

[16] When cars subject to this section arrive at designated point of assignment, notice containing car initials and number shall be sent or given assignee. In event such cars cannot be reasonably accommodated at designated point of assignment, cars will be held at any available hold point and notice will be sent or given containing advice of such holding. An additional notice will not be required when car reaches designated point of assignment.

Notification required under this item shall be sent or given by this railroad within twenty-four (24) hours (See Note 1), exclusive of Saturdays, Sundays and holidays, of arrival of car at destination or hold points.

[16] Written confirmation of personal or telephone notification will be furnished to assignee when assignee has filed a written request with this railroad. A written record of personal or telephone notification, including required confirmation, shall be maintained by this railroad's agent.

Nothing in this section will preclude this railroad from sending or giving notification on Saturdays, Sundays and holidays when it is in a position to do so.

Note 1 - When the required notice is not sent or given within the prescribed twenty-four (24) hours after arrival, charges will be computed from the second 7:00 AM, exclusive of Saturdays, Sundays and holidays, following the sending or giving of such notice.

Note 2 - When assignee utilizes an electronic or mechanical device to accept messages (either in written or oral form), notification left on such device will be considered as having been given to assignee.

SECTION 2
STORAGE RULES AND CHARGES

ITEM 1925

STORAGE CHARGE

[22] No free time will be allowed on cars subject to this section, but they will be subject to a storage charge of $5.00 per car per day, not subject to ex parte increases, to be computed from the second 7:00 AM, exclusive of Saturdays, Sundays and holidays following the sending or giving of notice as provided in Item 1920.

[25] No free time will be allowed on cars subject to this section, but they will be subject to a storage charge of $8.00 per car per day, not subject to ex parte increases, to be computed from the second 7:00 AM, exclusive of Saturdays, Sundays and holidays following the sending or giving of notice as provided in Item 1920.

[16] No free time will be allowed on cars subject to this section, but they will be subject to a storage charge of $10.00 per car per day or fraction of a day, to be computed from the second 7:00 AM, exclusive of Saturdays, Sundays and holidays, following the sending or giving of notice in Item 1920. These charges may be billed monthly where the assignee is an average agreement customer at point of assignment.

[22] (a) Once storage charges commence to run, all Saturdays, Sundays and holidays are chargeable days with charges continuing until receipt of orders from the assignee for placement or constructive placement or appropriation of cars for loading.

[23] (a) Once storage charges commence to run, all Saturdays, Sundays and holidays are chargeable days with charges continuing until actual or constructive placement on orders of, or appropriation of cars for loading by the assignee (See Note).

(b) Cars released from storage charges under these conditions will be subject to applicable demurrage or detention tariffs.

Note - Where actual or constructive placement is made by a switching line that has not concurred in the assignment and holding of cars on its line while subject to Section 2 of this tariff, storage charges will cease at the time cars are delivered to the switching line on orders of the switching line or assignee, as the case may be.

ITEM 1930

RELEASE OF CARS FROM ASSIGNMENT

At such time as the assignee wishes to reduce the number of an assignment by one or more cars, assignee must notify the originating road-haul carrier(s) and originating switching line, in writing or confirmed in writing, and specify the effective date of release of such car or cars which must be at least one (1) or more days after date of such notice. The originating road-haul carrier(s) will have the prerogative of selecting the car or cars to be removed from the assignment. Storage charges prescribed by these rules will accrue on cars so selected until the effective date of release unless such cars are previously removed by the originating carrier(s) in which case storage charges will terminate on the date of such removal. However, no assignee will be permitted to release a car or cars from an assignment by oral or written notice until all shipper-owned appurtenances have been removed by assignee.

SECTION 2
STORAGE RULES AND CHARGES

ITEM 1935

CONDITIONS FOR RELIEF WHEN ASSIGNEE'S OPERATIONS CEASE

[16] When it is impossible to load or to receive for loading empty cars assigned under the provisions of these rules because of cessation of operations for a period of five (5) consecutive days or more resulting from a strike, work stoppage, flood, high water or other interference at the plant of the assignee for which the empty assigned cars are held, the charges herein shall be suspended for the period of such interference with operations and an additional ninety-six (96) hours immediately following resumption of operations, provided that the assignee furnishes a written notice to the carrier at point of assignment within five (5) days, exclusive of Saturdays, Sundays and holidays after the date on which interference ceased, stating date and time interference began and ceased and the cause of such interference. The period of suspension under this item will be from the first 7:00 AM following the date on which interference began until the first 7:00 AM following expiration of the ninety-six (96) hour period immediately following resumption of operations (See Notes 1 and 2).

[15] When it is impossible to load or to receive for loading empty cars assigned under the provisions of these rules because of cessation of operations for a period of five (5) consecutive days or more resulting from a strike, work stoppage, flood, high water or other interference at the plant of the assignee for which the empty assigned cars are held, the charges herein shall be suspended for the period of such interference with operations and an additional ninety-six (96) hours immediately following resumption of operations, provided that the assignee furnishes a written notice to the carrier at point of assignment within five (5) days, exclusive of Saturdays, Sundays and holidays after the date on which interference ceased, stating date and time interference began and ceased and the cause of such interference. The period of suspension under this item will be from the first 7:00 AM following the date on which interference began until the first 7:00 AM following expiration of the ninety-six (96) hour period immediately following resumption of operations (See Note 1).

Note 1 - Relief will be restricted to a maximum of two (2) such cessations in any calendar year, with the storage allowance not to exceed a total of thirty (30) days per calendar year. For the purpose of applying this note, a cessation of operations beginning in one year and continuing uninterrupted into the following year will be considered one (1) cessation occurring in the year in which the interference began and the number of days in such cessation plus the ninety-six (96) hour peroid immediately following resumption of operations will also be considered as occurring in the year in which interference began. The days allowed in the cessations claimed must be consecutive from the beginning of such cessations.

Note 2 - The cars which are placed on notice prior to and during any claimed shutdown period will be the only cars allowed the ninety-six (96) hours immediately following the resumption of operations.

SECTION 2
STORAGE RULES AND CHARGES

ITEM 1940

CONDITIONS FOR RELIEF WHEN ASSIGNEE'S OPERATIONS PARTIALLY SHUTDOWN

When a partial shutdown lasts five (5) or more consecutive days and results in a thirty (30) percent or more reduction in normal loading of assigned cars, storage charges as provided in Item 1925 will be adjusted for the period beginning with the first 7:00 AM following date and time the partial shutdown begins until the first 7:00 AM following resumption of operations (See Note 1) by reducing the amount of such charges by the percentage factor produced by the ratio of assigned cars loaded during the partial shutdown (projected to a thirty (30) day basis) to the total number of assigned cars loaded in the calendar month immediately prior to the month in which the partial shutdown begins; provided notice in writing which shows the anticipated date and time of the partial shutdown, the total number of cars in assignment and number of assigned cars anticipated to be loaded during the partial shutdown is furnished the carrier at point of assignment at least five (5) days, exclusive of Saturdays, Sundays and holidays prior to the partial shutdown (See Note 2). If assignee fails to send or give such notice within such five-day period, but presents it at a later date, the time allowed for the partial shutdown shall begin five (5) days, exclusive of Saturdays, Sundays and holidays, following receipt of the notice (See Note 2). However, no adjustment will be made unless assignee also presents a subsequent written notice within five (5) days, exclusive of Saturdays, Sundays and holidays (See Note 2), following cessation of such partial shutdown which shows the date and time the partial shutdown actually began and ceased and the shutdown period.

Note 1 - Relief will be restricted to a maximum of two (2) partial shutdown periods in any calendar year, with the storage allowance not to exceed thirty (30) days per calendar year. For the purpose of applying this note, a partial shutdown beginning in one year and continuing uninterrupted into the following year will be considered one (1) partial shutdown occurring in the year in which it began, and the number of days in such partial shutdown will also be considered as occurring in the year in which the partial shutdown began. The days allowed in the shutdown periods claimed must be consecutive from the beginning of such shutdowns.

Note 2 - If the notices referred to in this item are mailed via U.S. Mail, they shall be considered as having been received after 7:00 AM of the date received.

SECTION 2
STORAGE RULES AND CHARGES

ITEM 1945

CONDITIONS FOR RELIEF WHEN ASSIGNED CARS ARE FOUND TO HAVE MECHANICAL DEFECTS

Relief will be granted from storage charges on an assigned car while held for repair of Federal Railroad Administration safety defects or other mechanical defects which make the car unsuitable for loading, from the time of actual discovery of the defect until car is again made available. If storage charges have been incurred on such car prior to the discovery of the mechanical defect, storage charges will resume from the first 7:00 AM following the sending or giving of notice to the assignee of the availability of the car for loading.

ITEM 1950

RAILROAD ERROR WHICH PREVENTS ACCEPTANCE, PROPER TENDER OF DELIVERY

Under this item, storage charges will be assessed on the basis of the amount that would have accrued but for such error. Also, when for any cause but attributable to the assignee this railroad actually or constructively places assigned cars recently tendered ahead of assigned cars previously tendered, storage charges will be assessed on the basis of the amount that would have accrued had such cars been actually or constructively placed in the sequence they were ordered placed for loading (See Note).

No allowance will be made for the delay in placing assigned cars ordered to a track, other than a public delivery track, used by two or more shippers, when such delay or interruption is attributable to such joint use of such track.

Note - Cars actually of constructively placed for account of this railroad may not be commingled with cars actually or constructively placed for account of other railroads in computing run-around allowance.

SEC
STORAGE RULI

ITEM 2000

The provisions of Items 2005 th
units of equipment moving on

ITEM 2005

CARS MOVING ON OWN WHEELS (SEE NOTE)

[26] After the expiration of forty-eight (48) hours free time computed from the first 7:00 AM after notice has been sent or given, inclusive of Saturdays, Sundays and holidays, railroad and privately-owned cars and other railroad and privately-owned equipment, moving on own wheels as freight at tariff rates, will be subject to a charge of $30.00 per car or other unit of equipment per day or fraction of a day, inclusive of Saturdays, Sundays and holidays, while held on tracks of this railroad.

[34] After the expiration of forty-eight (48) hours free time computed from the first 7:00 AM after notice has been sent or given, railroad and privately-owned cars and other railroad and privately-owned equipment, moving on own wheels as freight at tariff rates, will be subject to a charge of $8.00 per car or other unit of equipment per day, while held on tracks of this railroad.

[15] After the expiration of forty-eight (48) hours free time computed from the first 7:00 AM after notice has been sent or given, railroad and privately-owned cars and other railroad and privately-owned equipment, moving on own wheels as freight at tariff rates, will be subject to a charge of $6.68 per car or other unit of equipment per day, while held on tracks of this railroad.

When cars or other equipment described above cannot be delivered on account of the inability of the consignee, such cars or other equipment will be held at destination; or if it cannot reasonably be accommodated there, at an available hold point and notice sent or given the consignee that the cars or other equipment are so held, and time will be computed from the first 7:00 AM thereafter. The time of movement between hold point and destination and any other time for which the railroad is responsible will not be computed against the cars or other equipment.

Note - Cars subject to the storage charges specified in this item shall include cars moving under per car or other unit of equipment switching charges as published in tariffs lawfully on file, except as otherwise provided in ICC RPS 6007-Series Mileage Allowance Tariff.

SECTION 2
STORAGE RULES AND CHARGES

ITEM 2010

CARS RECEIVED AT POINT OF MANUFACTURE OR REPAIR AND HELD FOR FORWARDING DIRECTIONS-[26]

Except as otherwise provided by railroad tariffs lawfully on file, cars received at point of manufacture or repair from another railroad or from private tracks and held by this railroad for forwarding directions which require movement on own wheels as freight at tariff rates will be subject to a storage charge of $30.00 per day or fraction of a day, such charge to be computed from the first 7:00 AM following receipt of the cars without notice of receipt and without free time, except that cars received between 5:00 PM and 7:00 AM will not be subject to storage if forwarding directions are received prior to the following 12:00 Noon, inclusive of Saturdays, Sundays and holidays (See Notes 1 & 2).

The term "forwarding directions" means a bill of lading or other suitable order given to this railroad at the point of receipt in writing or confirmed in writing containing all the necessary information to transport a car and which authorizes the immediate delivery to a connecting line for futher movement (only when car has been received in terminal switching service), or the immediate forwarding to a consignee at another location at the same station or to a consignee at another destination.

Note 1 - When forwarding directions or other disposition cannot be furnished because of authorized personnel of this railroad not being on duty to accept the directions or other disposition, the consignor will have until 12:00 Noon of the next day, on which this railroad has such personnel on duty to furnish forwarding directions or other disposition and the forwarding directions or other disposition will be considered to have been furnished at the time during the railroad's off-duty hours that the consignor was ready, willing and able to furnish the forwarding directions or other disposition.

Note 2 - When this railroad utilizes electronic or mechanical devices which accept communication, either written or oral, the recorded date and time forwarding directions are received from the consignor will govern the release of cars.

ITEM 2015

RAILROAD ERROR

In event of error by any railroad named in the bill of lading contract or participating in the transportation transaction which prevents acceptance, proper tender or delivery, including the demand of payment of transportation charges in excess of tariff authority, storage will be charged on basis of the amount that would have accrued but for such error.

No allowance will be made for delay in placing cars consigned or ordered to a track, other than a public delivery track, used by two or more shippers or consignees, when such delay or interruption is attributable to such joint use of such track, except that due allowance will be made if a car displaced in switching is not replaced when the switching is completed.

ITEM 2100

FREIGHT SUBJECT TO STORAGE RULES AND CHARGES IN ITEM 2105

The rules and charges of Items 2105 apply to shipments of classes A, B or C explosives, as named in Part 172 Commodity List of Tariff ICC BOE 6000-Series, and hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Part II, Section 172.101 of Tariff ICC BOE 6000-Series, while held in cars on railroad premises.

SECTION 2
STORAGE RULES AND CHARGES

ITEM 2105

STORAGE RULES AND CHARGES ON EXPLOSIVES, HAZARDOUS MATERIALS, SUBSTANCES OR WASTES (SEE NOTE 1)

The storage charges provided in this Item are in addition to applicable demurrage charges and, except as provided below, the applicable provisions of Sections 1 and 2 will govern in determining these storage charges:

1. The provisions of Item 765, except Part A, Paragraph 3, will not apply.
2. The provisions of Item 1405 will not apply.
3. The provisions of Item 800 will not apply.
4. On cars held for loading on railroad premises, time will be computed from the first 7:00 AM after loading begins.
5. Free time will be as follows (See Note 2):

   (a) Forty-eight (48) hours free time will be allowed on shipments of Classes B and C explosives and other hazardous materials, substances or wastes, when held in cars, for removal from railroad premises (See Exception 1).

   (b) Twnety-four (24) hours free time will be allowed on shipments of Class A explosives, when held in cars, for removal from railroad premises (See Exception 1).

6. After the expiration of free time allowed, or without free time allowances when none is provided, the following charges (See Note 3) will apply per day of twenty-four (24) hours, or fraction thereof, until removal from railroad premises:

A. Class A - Explosives
   1. $50.00, per car per day, will apply on shipments held in cars on railroad premises.

B. Class B and C - Explosives
   1. $25.00, per car per day, will apply on carload shipments of Classes B and C explosives held in cars on railroad premises.

C. Hazardous Materials, Substances or Wastes, Other than explosives
   1. $25.00, per car per day, will apply on carload shipments while held on railroad premises.

Note 1 - When carload freight is refused at destination, this railroad shall within twenty-four (24) hours, exclusive of Saturdays, Sundays and holidays, after being advised of refusal, give notice of such refusal by telephone or wire to the consignor or owner when known, or when not known, to the agent at point of shipment, who shall promptly notify the consignor, if known. The term "wire", as used in this note, shall be construed to mean such forms of electronic communications as telegram, teletype, telex or mailgram. When notice is transmitted by telephone (See Note 4), a written record shall be maintained by this railroad.

(CONT'D IN NEXT COLUMN)

SECTION 2
STORAGE RULES AND CHARGES

ITEM 2105 (CONT'D)

STORAGE RULES AND CHARGES ON EXPLOSIVES, HAZARDOUS MATERIALS, SUBSTANCES OR WASTES (SEE NOTE 1)

Note 2 - Free time will be computed from the first 7:00 AM after placement, or after proper notification has been sent or given where required. For the purpose of computing free time, Saturdays, Sundays and holidays will be excluded.

Note 3 - When consignee or consignor is an average agreement customer at point of detention, charges may be billed monthly.

Note 4 - When consignor or consignee utilizes an electronic or mechanical device to accept messages, notification left on such a device will be considered as having been given consignor or consignee as the case may be.

EXCEPTIONS:

1. Freight held in cars, received from another railroad or from other than railroad premises and held on this railroad's premises for forwarding directions or other disposition, shall be subject to the provisions of Item 765, Part A, Paragraph 3, and Items 620 and 1230, for the purpose of computing time.

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2200

APPLICATION

The Special Car Demurrage Rules and Charges published in Section 3 have application only when specific reference is made in freight tariffs, contracts, etc., to items in this Section, except as otherwise provided herein.

SECTION 3
EXCEPTIONS TO SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2325

APPLIES ONLY FOR CARRIERS NAMED IN THIS ITEM

Demurrage or detention charges provided in Section 3 will NOT be assessed on private cars while held on private tracks unless, before car leaves point of shipment or reconsignment, the shipping document used to direct movement to the point at which car is held indicates car is subject to demurrage charges, in which case the demurrage or detention rules and charges provided herein will apply.

If, due to clerical error, said notation is not placed on the shipping document, carrier will accept request from consignor in writing, or confirmed in writing, to add same to original shipping document if request is made prior to the arrival of car at destination.

Private cars and private tracks are as defined in Items 515 and 520.

Aberdeen and Rockfish Railroad Company
Alexander Railroad Company
Apalachicola Northern Railroad Company
Bay Line Railroad, L.L.C., The
Chicago, SouthShore and South Bend Railroad Company
East Cooper and Berkeley Railroad Company
Elgin, Joliet and Eastern Railway Company
Gloster Southern Railroad Company
Golden Triangle Railroad
Greenville and Northern Railroad Company
Hampton and Branchville Railroad Company
H & S Railroad Company, Inc.
Kentucky and Tennessee Railway
Lancaster and Chester Railway Company
Laurinburg and Southern Railroad Company
Meridian and Bigbee Railroad Company
Mississipi Central Railroad
Mississippi Export Railroad Company
Mississippi and Skuna Valley Railroad Company
Old Augusta Railroad Company
Port Bienville Railroad
Port Terminal Railroad of South Carolina
Port Utilities Commission of Charleston, South Carolina, The
St. Marys Railroad Company
Sandersville Railroad Company
Savannah State Docks Railroad
South Central Tennessee Railroad
Terminal Railway Alabama State Docks
Tradewater Railway Company
Transkentucky Transportation Railroad Co., Inc.
Valdosta Railway, L.P.

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2405

HOLIDAYS

Whenever reference is made in this Section to "holidays" it shall mean only the below listed days. In the event one of these holidays occurs on Sunday, the following Monday will be considered as holiday. The dates observed for these holidays will be as provided by Federal law except where individual states decree otherwise.

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

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2500

(Applicable only when specific reference is made to this item, by number)

Free time for loading, including cars stopped to complete loading, and charges for detention of cars after expiration of free time, will be as follows:

Except as provided in Exceptions 1, 2, 3, 4 and 5 below, the provisions of the demurrage rules (Section 1) of this tariff will be used in determining charges under rates making specific reference to this item (subject to Note).

EXCEPTIONS:

1. One day (24 hours) free time will be allowed to partly or completely load.
2. Saturdays, Sundays and holidays as defined in Item 2405 will be excluded in computing free time. When the prescribed free time in Exception 1 begins to run at 7:00 AM or when the free time is extended beyond twenty-four (24) hours and the last day of free time begins to run at 7:00 AM of the day immediately prior to a Saturday, Sunday or holidays, such Saturday, Sunday or holiday will be a chargeable day.
3. After expiration of free time, demurrage charges will be as provided in Item 900-Series, Section 1 of this tariff.
4. Item 1400 (see Section 1) allowances will not apply except as follows:

   (a) Item 1420, Paragraphs 1 and 3
   (b) Item 1405, 1435 and 1440

5. Item 800 (Section 1) Average Agreement Plan will not apply.

Note - Mixed carload shipments of commodities moving under rates subject to this item and commodities moving under rates not subject to this item will be subject to the provisions of this item.

ITEM 2510

(Applicable only when specific reference is made to this item, by number)

Free time for unloading, including cars stopped to partly or completely unload, and charges for detention of cars after expiration of free time, will be as follows:

Except as provided in Exceptions 1, 2, 3, 4 and 5 below, the provisions of the demurrage rules (Section 1) of this tariff will be used in determining charges under rates making specific reference to this item (subject to Note).

EXCEPTIONS:

1. One day (24 hours) free time will be allowed to unload, or partly or completely unload.
2. Saturdays, Sundays and holidays as defined in Item 2405, will be excluded in computing free time. When the prescribed free time in Exception 1 begins to run at 7:00 AM or when the free time is extended beyond twenty-four (24) hours and the last day of free time begins to run at 7:00 AM of the day immediately prior to a Saturday, Sunday or holiday, such Saturday, Sunday or holiday will be a chargeable day.
3. After expiration of free time, demurrage charges will be as provided in Item 900-Series, Section 1 of this tariff.

(CONT'D IN NEXT COLUMN)

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2510 (CONT'D)

(Applicable only when specific reference is made to this item, by number)

EXCEPTIONS (CONT'D):

4. Item 1400 (See Section 1) allowances will not apply except as follows:

   (a) Item 1420, Paragraphs 1, 3 and 4.
   (b) Items 1405, 1435 and 1440.

5. Item 800 (Section 1) Average Agreement Plan will not apply.

Note - Mixed carload shipments of commodities moving under rates subject to this item and commodities moving under rates not subject to this item will be subject to the provisions of this item.

ITEM 2525

(Applicable only when specific reference is made to this item, by number)

Free time for loading and charges for detention of cars after expiration of free time will be as follows:

A. Ten (10) daylight hours free time will be allowed for loading each car, such time to be computed from the first whole daylight hour after actual or constructive placement (whichever occurs first). When any portion of the loading time extends beyond 7:00 PM of any day Monday through Friday, such portion of loading time shall be computed from 7:00 AM of the next day which is neither a Saturday, Sunday or holiday. Daylight hours are those hours between 7:00 AM and 7:00 PM, Monday through Friday.

B. An additional period of 24 consecutive hours for loading or tendering Bill of Lading immediately following the expiration of free time as provided in Paragraph A will be allowed, subject to the following:

   1. At no charge unless there is in effect an order issued by the Interstate Commerce Commission designed or intended to alleviate a shortage of covered hopper cars designated "LO" in the official Railway Equipment Register having a capacity in excess of 3,000 cubic feet from and to stations which rates referring to this item apply.
   2. At a charge of $50.00 per car on covered hopper cars having capacity of 4,000 cubic feet if there is in effect an order issued by the Interstate Commerce Commission designed or intended to alleviate a shortage of covered hopper cars designated "LO" in the Official Railway Equipment Register having a capacity in excess of 3,000 cubic feet from and to stations which rates referring to this item apply.

C. After the expiration of free time allowed in Paragraphs A and B, demurrage will be charged for at the following charges per car per day, or fraction of a day until car is released:

   $20.00 per car per day for each of the first four (4) days,
   $30.00 per car per day for each of the next two (2) days,
   $60.00 per car per day for each subsequent day.

D. In computing loading time, Saturdays, Sundays and legal holidays as defined in Item 2405 will be excluded.

E. Actual Placement or Constructive Placement will be as defined in Items 540 and 545.

F. When shipments moving on rates subject to this item are stopped for transit, such shipments will be subject to the provisions of this item when loaded out from the transit station for movement beyond to destination to which such rates are named.

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2560

(Applicable only when specific reference is made to this item, by number)

Free time for loading and charges for detention of cars after expiration of free time will be as follows:

A. One day (24 hours) free time will be allowed for loading of each car, time to be computed from the hour of actual or constructive placement (See Paragraph B). Loading includes the furnishing of instructions to the railroad authorizing immediate movement of the car. After the expiration of free time allowed (24 hours), demurrage will be charged for as provided in Item 900-Series, Section 1 of this tariff.

In computing free time, Saturdays, Sundays and legal holidays as defined in Item 2405 will be excluded. (When a car is placed on a Saturday, Sunday or legal holiday, time will be computed from 12:01 AM of the first working day following the Saturday, Sunday or legal holiday.)

Note - If car is placed for loading on public delivery track, time will be computed from the hour of actual placement on such track.

B. "Actual Placement" is made when car is placed for loading. If such actual placement is prevented due to any cause attributable to consignor or consignee, the car shall be considered constructively placed and, without notice, free time will be computed from the hour of such constructive placement, the same as if the car had been actually placed.

C. Cars handled under the provisions of this item are not subject to Section 1 of this tariff, and the provisions of this item will apply in lieu thereof.

D. No demurrage charges will be made on privately owned cars held on privately owned tracks where ownership of the car and track is the same under the provisions of Item 765, Section 1 of this tariff.

E. When because of error of this railroad and not for any cause attributable to the consignor, consignee, or their agents, cars recently tendered are actually placed ahead of cars previously tendered, or this railroad fails to switch the siding of the consignor, consignee, or their agents, in whole or in part, charges as provided in Paragraph A of the Item will be adjusted to the amount that would have accrued but for such errors, provided, however, cancellation of charges will only be made if claim is filed in writing with this railroad's agent within ninety (90) days after the date on which bill for detention is sent or given.

Note - Mixed carload shipments of commodities moving under rates subject to this item and commodities moving under rates not subject to this item will be subject to this item.

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2570

(Applicable only when specific reference is made to this item, by number)

Free time for unloading and charges for detention of cars after expiration of free time will be as follows:

A. One day (24 hours) free time will be allowed for unloading and making available each car to the railroad, time to be computed from the hour of actual or constructive placement (See Paragraph B). After the expiration of free time allowed (24 hours), demurrage will be charged for as provided in Item 900-Series, Section 1 of this tariff, per car per day, or fraction of a day, until car is released.

In computing free time, Saturdays, Sundays and legal holidays as defined in Item 2405 will be excluded. (When a car is placed on a Saturday, Sunday or legal holiday, time will be computed from 12:01 AM of the first working day following the Saturday, Sunday or legal holiday.)

Note - If car is placed for unloading on public delivery track, time will be computed from the hour of actual placement on such track.

B. "Actual Placement" is made when car is placed for unloading. If such actual placement is prevented due to any cause attributable to consignor or consignee, the car shall be considered constructively placed and, without notice, free time will be computed from the hour of such constructive placement, the same as if the car had been actually placed.

C. Cars handled under the provisions of this item are not subject to Section 1 of this tariff, and the provisions of this item will apply in lieu thereof.

D. No demurrage charges will be made on privately owned cars held on privately owned tracks where ownership of the car and track is the same under the provisions of Item 765, Section 1 of this tariff.

E. When because of error of this railroad and not for any cause attributable to the consignor, consignee, or their agents, cars recently tendered are actually placed ahead of cars previously tendered, or this railroad fails to switch the siding of the consignor, consignee, or their agents, in whole or in part, charges as provided in Paragraph A of this Item will be adjusted to the amount that would have accrued but for such errors, provided, however, cancellation of charges will only be made if claim is filed in writing with this railroad's agent within ninety (90) days after the date on which bill for detention is sent or given.

Note - Mixed carload shipments of commodities moving under rates subject to this Item and commodities moving under rates not subject to this Item will be subject to this Item.

SECTION 3 SPECIAL CAR DEMURRAGE RULES AND CHARGES	SECTION 3 SPECIAL CAR DEMURRAGE RULES AND CHARGES
ITEM 2580 **(Applicable only when specific reference is made to this item, by number)** Free time for loading and charges for detention of cars after expiration of free time will be as follows: A. One day (24 hours) free time will be allowed for loading of each car, time to be computed from the first 7:00 AM after actual or constructive placement (See Paragraph B). Loading includes the furnishing of instructions to the railroad authorizing immediate movement of the car. After the expiration of free time allowed (24 hours), demurrage will be charged for as provided in Item 900-Series, Section 1 of this tariff, per car per day, or fraction of a day, until car is released. In computing free time, Saturdays, Sundays and legal holidays as defined in Item 2405 will be excluded. Note - If car is placed for loading on public delivery track, time will be computed from the first 7:00 AM after actual placement on such track. B. "Actual Placement" is made when car is placed for loading. If such actual placement is prevented due to any cause attributable to consignor or consignee, the car shall be considered constructively placed and, without notice, free time will be computed from the first 7:00 AM after such constructive placement, the same as if the car had been actually placed. C. Cars handled under the provisions of this item are not subject to Section 1 of this tariff, and the provisions of this item will apply in lieu thereof. D. No demurrage charges will be made on privately owned cars held on privately owned tracks where ownership of the car and track is the same under the provisions of Item 765, Section 1 of this tariff. E. When because of error of this railroad and not for any cause attributable to the consignor, consignee, or their agents, cars recently tendered are actually placed ahead of cars previously tendered, or this railroad fails to switch the siding of the consignor, consignee, or their agents, in whole or in part, charges as provided in Paragraph A of this Item will be adjusted to the amount that would have accrued but for such errors, provided, however, cancellation of charges will only be made if claim is filed in writing with this railroad's agent within ninety (90) days after the date on which bill for detention is sent or given. . Note - Mixed carload shipments of commodities moving under rates subject to this item and commodities moving under rates not subject to this item will be subject to this item.	ITEM 2590 **(Applicable only when specific reference is made to this item by number)** Free time for unloading and charges for detention of cars after expiration of free time will be as follows: A. One day (24 hours) free time will be allowed for unloading and making available each car to the railroad, time to be computed from the first 7:00 AM after actual or constructive placement (see Paragraph B). After the expiration of free time allowed (24 hours), demurrage will be charged for as provided in Item 900-series, Section 1 of this tariff, per car per day, or fraction of a day, until car is released. In computing free time, Saturdays, Sundays and legal holidays as defined in Item 2405 will be excluded. Note - If car is placed for unloading on public delivery track, time will be computed from the first 7:00 AM after actual placement on such track. B. "Actual Placement" is made when car is placed for unloading. If such actual placement is prevented due to any cause attributable to consignor or consignee, the car shall be considered constructively placed and, without notice, free time will be computed from the first 7:00 AM after such constructive placement, the same as if the car had been actually placed. C. Cars handled under the provisions of this item are not subject to Section 1 of this tariff, and the provisions of this item will apply in lieu thereof. D. No demurrage charges will be made on privately owned cars held on privately owned tracks where ownership of the car and track is the same under the provisions of Item 765, Section 1 of this tariff. E. When because of error of this railroad and not for any cause attributable to the consignor, consignee, or their agents, cars recently tendered are actually placed ahead of cars previously tendered, or this railroad fails to switch the siding of the consignor, consignee, or their agents, in whole or in part, charges as provided in Paragraph A of this Item will be adjusted to the amount that would have accrued but for such errors, provided, however, cancellation of charges will only be made if claim is filed in writing with this railroad's agent within ninety (90) days after the date on which bill for detention is sent or given. Note - Mixed carload shipments of commodities moving under rates subject to this item and commodities moving under rates not subject to this item will be subject to this item.

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2600

(Applicable only when specific reference is made to this item, by number)

Free time for loading and charges for detention of cars after expiration of free time will be as follows:

A. For shipments where the railway does not hold to cars while loading:

1. Free time for loading shall be twenty-four (24) hours after actual or constructive placement of the cars. "Actual placement" is made when the car is placed for loading. If such actual placement is prevented due to any cause attributable to consignor, the car shall be considered constructively placed and, without notice, free time will be computed from the hour of such constructive placement, the same as if the car had been actually placed.

2. Saturdays, Sundays and holidays, as defined in Item 2405, shall be excluded in determining free time.

3. Free time shall be extended to the extent necessary when loading is prevented by reason of a strike or walk-out of railroad or mine employees, a railroad embargo, or a flood, earthquake or tornado.

4. Free time for loading will end when consignor gives shipping instructions to the railway and notifies the railway that the car is ready to be moved.

5. After the expiration of allowed free time, demurrage shall be charged at 90 cents per car for each hour or fraction of an hour until the car is released.

6. Cars handled under the provisions of this item are not subject to Section 1 of this tariff, and the provisions of this item will apply in lieu thereof.

B. For shipments where the railway holds to cars while loading, the rules and charges shall be those in the applicable tariff.

ITEM 2640

(Applicable only when specific reference is made to this item, by number)

Free time for loading and unloading, including cars stopped to complete loading or to partly or completely unload, and charges for detention of cars after expiration of free time, will be as follows:

Except as provided below, the provisions of the demurrage rules and charges (Section 1) of this tariff will be used in determining charges under rates making specific reference to this item.

A. One day (24 hours) excluding Sundays and legal holidays as defined in Item 2405, free time will be allowed for loading of each car (see Note 1). Time will be computed from the first 7:00 AM after actual or constructive placement. Loading includes the furnishing of instructions (bills of lading) to the railroad authorizing immediate movement of the car.

B. 1. When in other than box cars, one day (24 hours) excluding Sundays and legal holidays as defined in Item 2405, free time will be allowed for unloading and making available each car (see Note 1) to the railroad. Time will be computed from the first 7:00 AM after actual or constructive placement.

2. When in box cars, two days (48 hours) excluding Sundays and legal holidays as defined in Item 2405, free time will be allowed for unloading and making available each car (see Note 1) to the railroad. Time will be computed from the first 7:00 AM after actual or constructive placement.

CONT'D IN NEXT COLUMN

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2640

(Applicable only when specific reference is made to this item, by number)

C. After the expiration of free time as outlined in Paragraphs A and B, detention will be charged at the rate shown in Item 900-series, Section 1 of this tariff.

D. The Average Agreement Plan provisions in Item 800 will not apply.

[27]E. Detention charges listed in Paragraph C will also apply on private cars under the follwing conditions:

1. When a leased car is held for loading unless evidence of lease to the owner of the track is on the car before expiration of free time or that fact is evidenced, prior to the expiration of free time by presentation to the freight agent having jurisdiction, a written statement signed by the lessee that car is leased (see Note 2).

2. When a leased car is held for unloading unless the name of the lessee accompanied by the words "leased to" or "lessee" is on the car and that fact is evidenced by a notation on the bill of lading or shipping order before the car leaves the shipping point. When a leased car is held for unloading and placards are missing, evidence of lease on bill of lading or shipping order will govern.

3. When an empty car is leased for the storage of commodities only, unless evidence of lease to the owner of the track is on the car and that fact is evidenced within a twenty-four (24) hour period by presentation to the Freight Agent having jurisdiction a written statement signed by the lessee that the car is leased (see Note 2), the twenty-four (24) hour period will begin at the first 7:00 AM after actual placement and will not include Sundays and the legal holidays as defined in Item 2405.

4. When an empty car under lease which has been placed for loading is released to this railroad empty without being used in transportation service, unless evidence of lease to the owner of the track is on the car and that fact is evidenced within a twenty-four (24) hour period by presentation to the freight agent having jurisdiction a written statement signed by the lesee that the car is leased (See Note) the period will begin at the first 7:00 AM after actual placement and will not include Sundays and the legal holidays as defined in Item 2405.

5. When a loaded car is held under constructive placement for delivery upon the tracks of the owner after expiration of twenty-four (24) hours free time.

[28]E. No demurrage charges will be made on privately owned cars held on privately owned tracks where ownership of the car and track is the same under the provisions of Item 765, Section 1, of this tariff.

[27]F. Detention charges as described in Paragraph C will be assessed for all days following the expiration of free time.

[27] Note 1 - Private cars on private track when ownership of the car and track are the same will not be subject to Paragraphs A and B of this item.

[27] Note 2 - The written statement signed by the lessee that car is leased will not have to be presented to the freight agent wherever the subject car is named in a leased car list which has been previously presented to and is on file with the freight agent having jurisdiction. The leased car list must state that all cars included in the list are always under lease to the owner of the track when occupying space on said track and must also be signed by the lessee. Upon request, the owner of the track must make all leases pertaining to cars included in the leased car list available for inspection by the railroad.

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2650

(Applicable only when specific reference is made to this item, by number)

Except as provided below, the provisions of the detention rules and charges published in Section 1 of this tariff will be used in connection with tariffs making reference to this item (See Note).

EXCEPTIONS:

1. The amount of free time shall be twenty-four (24) hours in lieu of forty-eight (48) hours.

2. Saturdays, Sundays and holidays as described in Item 2405 will be excluded in computing free time except when the prescribed free time begins to run at 7:00 AM of the day immediately prior to a Saturday, Sunday or holiday in which case such Saturday, Sunday or holiday will be chargeable day or days.

3. "Actual Placement" is made when car is placed for loading or unloading. If such actual placement is prevented due to any cause attributable to consignor or consignee, the car shall be considered constructively placed and, without notice, free time will be computed from the first 7:00 AM after such constructive placement, the same as if the car had been actually placed.

4. Item 1400 published in Section 1 of this tariff is not applicable.

5. Item 800 published in Section 1 of this tariff is not applicable.

Note - Mixed carload shipments of commodities moving on rates subject to this item with commodities moving on rates not subject to this item will be subject to the provisions of this item.

ITEM 2680

(Applicable only when specific reference is made to this item, by number)

Free time for loading and unloading and charges for detention after expiration of free time will be as follows:

A. One day (24 hours) free time will be allowed for loading of each car, time to be computed from the hour of actual or constructive placement (see Paragraphs C, D and E). Loading includes the furnishing of forwarding directions as defined in Items 1000 and 1005, Section 1 of this tariff.

After the expiration of free time allowed (24 hours), detention will be charged for as provided in Item 900-Series, Section 1 of this tariff, per car per day, or fraction of a day, until car is released.

In computing free time, Saturdays, Sundays and legal holidays as defined in Item 2405 will be excluded. (When a car is placed on a Saturday, Sunday or legal holiday, time will be computed from 12:01 AM of the first woring day following the Saturday, Sunday or legal holiday.)

Note - If car is placed for loading on public delivery track, time will be computed from the hour of actual placement on such track.

(CONT'D IN NEXT COLUMN)

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2680 (CONT'D)

(Applicable only when specific reference is made to this item, by number)

B. One day (24 hours) free time will be allowed for unloading as defined in Item 1100, Section 1 of this tariff, time to be computed from the hour of actual or constructive placement (see Paragraphs C, D and E). After the expiration of free time allowed (24 hours), detention will be charged for as provided in Item 900-Series, Section 1 of this tariff, per car per day, or fraction of a day, until car is released.

In computing free time, Saturdays, Sundays and legal holidays as defined in Item 2405, will be excluded. (When a car is placed on a Saturday, Sunday or legal holiday, time will be computed from 12:01 AM of the first working day following the Saturday, Sunday or legal holiday.)

Note - If car is placed for unloading on public delivery track, time will be computed from the hour of actual placement on such track.

C. "Acutal Placement" is made when car is placed for loading or unloading. If such actual placement is prevented due to any cause attributable to consignor or consignee, the car shall be considered constructively placed and without notice free time will be computed from the hour of such constructive placement, the same as if car had been actually placed.

D. Except as otherwise provided in this item, cars handled under the provisions of this item are not subject to Section 1 of this tariff or other demurrage rules provided in joint or individual lines' tariffs, and the provisions of this item will apply in lieu thereof at origin and destination as the case may be.

E. Except as otherwise provided in this item, no detention charges will be made on privately owned cars held on privately owned tracks where ownership of the car and the track is the same. In the application of this paragraph, lease is equivalent to ownership.

F. When because of error of this railroad and not for any cause attributable to the consignor, consignee, or their agents, cars recently tendered are actually placed ahead of cars previously tendered, or this railroad fails to switch the siding of the consignor, consignee, or their agents, in whole or in part, charges as provided in Paragraphs A and B of this item will be adjusted to the amount that would have accrued but for such errors, provided, however, cancellation of charges will only be made if claim is filed in writing with this railroad's agent within ninety (90) days after the date on which bill for detention is sent or given.

Note - Mixed carload shipments of commodities moving under rates subject to this item and commodities moving under rates not subject to this item will be subject to the provisions of this item.

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2690

(Applicable only when specific reference is made to this item, by number)

Except as provided in Exceptions 1, 2 and 3 below, the provisions of the demurrage rules (Section 1) of this tariff will be used in determining the free time for loading or unloading, including cars stopped to partly or completely load or unload, and charges under rates making specific reference to this item (subject to Note).

EXCEPTIONS:

1. Sundays and holidays, as defined in Item 2405, will be excluded in computing free time. When the prescribed free time begins to run at 7:00 AM, or when the free time is extended beyond twenty-four (24) or forty-eight (48) hours and the last day of free time begins to run at 7:00 AM of the day immediately prior to a Sunday or holiday, such Sunday or holiday will be a chargeable day.

2. Item 1400 (See Section 1) allowances will not apply except as follows:

   (a) Item 1420, Paragraphs 1 and 3.

   (b) Items 1405, 1415 and 1435.

3. Item 800 (Section 1) Average Agreement Plan will not apply.

Note - Mixed carload shipments of commodities moving under rates subject to this item and commodities moving under rates not subject to this item will be subject to the provisions of this item.

ITEM 2710

(Applicable only when specific reference is made to this item, by number)

(See Exception 1, this Item) (See Note 2, this Item)

1. Free time for loading and unloading and charges for detention after expiration of free time will be as follows:

   A. One day (24 hours) free time will be allowed for loading of each car, time to be computed from the hour of actual or constructive placement (see Paragraph C). Loading includes the furnishing of forwarding directions as required in Items 1000 and 1005, in this tariff, as amended. After the expiration of free time allowed (24) hours, detention will be charged for at the following charges per car per day, or fraction of a day, until car is released:

   1. Charges will be as follows:

      $20.00 for each of the first four chargeable days;
      $30.00 for each of the next two days;
      $60.00 for each subsequent day.

   In computing free time, Saturdays, Sundays and legal holidays as defined in Item 525, in this tariff, as amended, will be excluded. (When a car is placed on Saturday, Sunday or legal holiday, time will be computed from 12:01 AM of the first working day following the Saturday, Sunday or legal holiday.) If car is placed for loading on public delivery track, time will be computed from the hour of actual placement on such track.

   B. One day (24 hours) free time will be allowed for unloading as defined in Item 1100, in this tariff, as amended, time to be computed from the hour of actual or constructive placement (see Paragraph C). After the expiration of free time allowed (24 hours), detention will be charged for at the following charges per car per day; or fraction of a day, until car is released:

(CONT'D IN NEXT COLUMN)

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2710 (CONT'D)

(Applicable only when specific reference is made to this item, by number)

(See Exception 1, this Item) (See Note 2, this Item)

1. Charges will be as follows:

   $20.00 for each of the first four chargeable days;
   $30.00 for each of the next two days;
   $60.00 for each subsequent day.

In computing free time, Saturdays, Sundays and legal holidaysexcluded. (When a car is placed on Saturday, Sunday or legal holiday, time will be computed from 12:01 AM of the first working day following the Saturday, Sunday or legal holiday.) If car is placed for unloading on public delivery track, time will be computed from the hour of actual placement on such track.

C. "Actual Placement" is made when car is placed for loading or unloading. If such actual placement is prevented due to any cause attributable to consignor or consignee, the car shall be considered constructively placed and without notice free time will be computed from the hour of such constructive placement, the same as if the car had been actually placed.

D. Except as otherwise provided in this item, cars handled under the provisions of this item are not subject to average demurrage agreement or other demurrage rules as provided in this tariff, as amended, will be in this tariff, as amended, and the provisions of this item will apply in lieu thereof.

E. No detention charges will be made on privately owned cars held on privately owned tracks where ownership of the car and track is the same (see Note 1, this item).

F. When because of error of this railroad and not for any cause attributable to the consignor, consignee, or their agents, cars recently tendered are actually placed ahead of cars previously tendered, or this railroad fails to switch the siding of the consignor, consignee or their agents, in whole or in part, charges as provided in Paragraphs A and B of this Item will be adjusted to the amount that would have accrued but for such errors, provided, however, cancellation of charges will only be made if claim is filed in writing with this railroad's agent within ninety days after the date on which bill for detention is sent or given.

Note 1 - For the purpose of this rule lease of a covered hopper car is equivalent to ownership. Evidence of lease must be shown either on the car or by notation on the bill of lading or shipping order.

Note 2 - List of carriers as referred to from Exception 1, this Item:
AR ARC

EXCEPTION TO DETENTION CHARGES ACCOUNT CARRIERS NAMED IN NOTE 2, THIS ITEM

1. For account of carriers named in Note 2, this item, demurrage of detention charges provided herein will not be assessed on private cars while held on private tracks unless, before car leaves point of shipment or reconsignment, the shipping document used to direct movement to the point at which car is held indicates car is subject to demurrage charges, in which case the demurrage or detention rules and charges provided herein will apply.

If, due to clerical error, said notation is not placed on the shipping document, carriers named in Note 2, this item will accept request from consignor in writing or confirmed in writing, to add same to original shipping document if request is made prior to arrival of car at destination.

Private cars and track are defined in Items 515 and 520, in this tariff, as amended.

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2730

(Applicable only when specific reference is made to this item, by number)
Free Time and Detention Rule
(See Exception 1, this item) (See Note 3, this item)

1. Free time for loading and unloading and charges for demurrage after expiration of free time will be as follows:

   A. One day (24 hours) free time (see Note 1, this item) will be allowed for loading each car, time to be computed from the first 7:00 AM after actual or constructive placement (see Note 2, this item). Loading includes the furnishing or forwarding directions as defined in Items 1000 and 1005, Section 1, in this tariff, as amended.

   B. Two days (48 hours) free time (see Note 1, this item) will be allowed for unloading each car as defined in Item 1100, Section 1, in this tariff, as amended. Time to be computed from the first 7:00 AM after actual or constructive placement (see Note 2, this item).

   C. After the expiration of free time allowed for loading (24 hours) or unloading (48 hours) the following demurrage charges per car, per day, or fraction of a day will be made until car is released:

      $20.00 for each of the first four chargeable days;
      $30.00 for each of the next two days;
      $60.00 for each subsequent day.

   D. Cars handled under the provisions of this item are not subject to average demurrage agreements or other demurrage rules in other tariffs, unless specific reference is made thereto in this item.

   E. No demurrage charges will be made on privately owned cars held on privately owned tracks when ownership of the car and track is the same. For the purpose of this rule, lease of a car is equivalent to ownership and evidence of lease must be shown either on the car or by notation on the bill of lading or shipping order.

   F. Cars shall remain in the demurrage account of the inbound line-haul railroad and demurrage charges shall cease to accrue at the time each car is released. (Applies only on export traffic.)

(CONT'D IN NEXT COLUMN)

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2730 (CONT'D)

(Applicable only when specific reference is made to this item, by number)
Free Time and Detention Rule
(See Exception 1, this item) (See Note 3, this item)

Note 1 - In computing free time Saturdays, Sundays and legal holidays as defined in Item 2405, in this tariff, as amended, will be excluded. When a car is actually or constructively placed (see Note 2, this item) on a Saturday, Sunday or legal holiday, time will be computed from 7:00 AM of the first working day following the Saturday, Sunday or legal holiday.

Note 2 - Actual placement is made when the car is placed for loading or unloading.

Constructive placement is made when actual placement is prevented due to any cause attributable to consignor or consignee and without notice free time will be computed the same as if the car had been actually placed.

If a car is placed for loading or unloading, as the case may be, on public delivery tracks, time will be computed the same as if the car had been actually or constructively placed.

Note 3 - List of carriers as referred to from Exception 1, this Item:
AR ARC

EXCEPTION TO DETENTION CHARGES ACCOUNT CARRIERS NAMED IN NOTE 3, THIS ITEM

1. For account of carriers named in Note 3, this item, demurrage or detention charges provided herein will not be assessed on private cars while held on private tracks unless, before car leaves point of shipment or reconsignment, the shipping document used to direct movement to the point at which car is held indicates car is subject to demurrage charges, in which case the demurrage or detention rules and charges provided herein will apply.

If, due to clerical error, said notation is not placed on the shipping document, carriers named in Note 3, this item will accept request from consignor in writing or confirmed in writing, to add same to original shipping document if request is made prior to arrival of car at destination.

Private cars and track are as defined in Items 515 and 520, in this tariff, as amended.

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2760

(Applicable only when specific reference is made to this item, by number)
Free Time and Detention Rule
(See Exception 1, this item)

1. Free time for loading and unloading and charges for detention after expiration of free time will be as follows: (see Notes 1, 2 and 3, this item and Exeptions 1, 2 and 3, this item).

   A. One day (24 hours) free time will be allowed for loading of each car, time to be computed from the hour of actual or constructive placement (see Paragraph C). Loading includes the furnishing of forwarding directions as required in Items 1000 and 1005, Section 1, of this tariff, amended. After the expiration of free time allowed (24 hours), detention will be charged for at the following charges per car per day, or fraction of a day, until car is released:

   $20.00 for each of the first four chargeable days;
   $30.00 for each of the next two days;
   $60.00 for each subsequent day.

   In computing free time, Saturdays, Sundays and legal holidays, as defined in Item 525, of this tariff, as amended, will be excluded. When a car is placed on a Saturday, Sunday or legal holiday, time will be computed from 12:01 A.M. of the first working day following the Saturday, Sunday or legal holiday.

   B. One day (24 hours) free time will be allowed for unloading as defined in Item 1100, of this tariff, as amended, time to be computed from the hour of actual or constructive placement (see Paragraph C). After the expiration of free time allowed (24 hours), detention will be charged for at the following charges per car per day, or fraction of a day, until car is released:

   $20.00 for each of the first four chargeable days;
   $30.00 for each of the next two days;
   $60.00 for each subsequent day.

   In computing free time, Saturdays, Sundays and legal holidays, as defined in Item 525, of this tariff, as amended, will be excluded. When car is placed on a Saturday, Sunday or legal holiday, time will be computed from 12:01 AM of the first working day follwing the Saturday, Sunday or legal holiday.

   C. "Actual Placement" is made when car is placed for loading or unloading. If such actual placement is prevented due to any cause attributable to consignor or consignee, the car shall be considered constructively placed and without notice free time will be computed from the hour of such constructive placement, the same as if the car had been actually placed.

   D. Except as otherwise provided in this item, cars handled under the provisions of this item are not subject to average demurrage agreement or other demurrage rules as provided in this tariff, as amended, and the provisions of this item will apply in lieu thereof.

   E. No detention charges will be made on privately owned cars held on privately owned tracks where ownership of the car and track is the same.

   F. The following applies only at points as provided in Tariff ICC RPS 1011-series and points taking same rates in NRB:

(CONT'D IN NEXT COLUMN)

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2760 (CONT'D)

(Applicable only when specific reference is made to this item, by number)
Free Time and Detention Rule
(See Exception 1, this item)

When because of error of this railroad and not for any cause attributable to the consignor, consignee, or their agents, cars recently tendered are actually placed ahead of cars previously tendered, or this railroad fails to switch the siding of the consignor, consignee or their agents in whole or in part, charges as provided in Paragraphs A and B of this item will be adjusted to the amount that would have accrued but for such errors, provided, however, cancellation of charges will only be made if claim is filed in writing with this railroad's agent within ninety days after the date on which the bill for detention is sent or given.

Note 1 - If car is placed for loading on public delivery track, time will be computed from the hour of actual placement on such track.

Note 2 - If car is placed for unloading on public delivery track, time will be computed from the hour of actual placement on such track.

Note 3 - When in connection with rates applying on ilmenite ore in Item 3680 from Starke, FL to Edge Moor, DE, Item 3690 from Lawtey, FL to Edge Moor, DE, Item 3700 from Starke, FL to Edge Moor, DE at Item 3710 from Titen, FL to Edge Moor, DE, one day (24 hours) free time will be allowed for unloading and making available each car to the railroad , time to be computed from the first 7:00 AM following actual or constructive placement.

EXCEPTIONS

1. Private cars and track are as defined in Items 515 and 520, of this tariff, as amended.

ITEM 2770

(Applicable only when specific reference is made to this item, by number)
Free Time and Detention Rule

1. Free time for loading and unloading and charges for detention after expiration of free time will be as follows:

   A. One day (24 hours) free time will be allowed for loading of each car, time to be computed from the hour of actual or constructive placement (see Paragraph C). Loading includes the furnishing of forwarding directions as required by Items 1000 and 1005 of this tariff, as amended. After the expiration of free time allowed (24 hours) detention will be charged for what the following charges per car per day, or fraction of a day, until car is released: (see Note 1, this item)

   $20.00 for each of the first four chargeable days;
   $30.00 for each of the next two days;
   $60.00 for each subsequent day.

   In computing free time, Saturdays, Sundays and legal holidays, as defined in Item 525, of this tariff, as amended, will be excluded. (When a car is placed on a Saturday, Sunday or legal holiday, time will be computed from 12:01 AM of the first working day following the Saturday, Sunday or legal holiday).

(CONT'D IN NEXT COLUMN)

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2770 (CONT'D)

(Applicable only when specific reference is made to this item, by number)
Free Time and Detention Rule

B. One day (24 hours) free time wil be allowed for unloading as defined in Item 1100, of this tariff, as amended, time to be computed from the hour of actual or constructive placement (see Paragraph C). After the expiration of free time allowed (24 hours), detention will be charged for at the following charges per car per day, or fraction of a day, until car is released. (see Note 2, this Item).

$20.00 for each of the first four chargeable days;
$30.00 for each of the next two days;
$60.00 for each subsequent day.

In computing free time, Saturdays, Sundays and legal holidays, as defined in Item 525, of this tariff, as amended, will be excluded. (When a car is placed on a Saturday, Sunday or legal holiday, time will be computed from 12:01 AM of the first working day following the Saturday, Sunday or legal holiday.)

C. "Actual Placement" is made when car is placed for loading or unloading. If such actual placement is prevented due to any cause attributable to consignor or consignee, the car shall be considered constructively placed and without further notice free time will be computed from the hour of such constructive placement, the same as if the car had been actually placed.

D. Cars handled under the provisions of this item are not subject to average demurrage agreement or other demurrage rules as provided in this tariff, as amended, and the provisions of this item will apply in lieu thereof.

E. No detention charges will be made on privately owned cars held on privately owned tracks where ownership of the car and track is the same.

F. The following applies only at points provided in Tariff ICC RPS 1011-series and points taking same rates in NRB:

When because of error of this railroad and not for any cause attributable to the consignor, consignee, or their agents, cars recently tendered are acutally placed ahead of cars previously tendered, or this railroad fails to switch the siding of the consignor, consignee or their agents in whole or in part, charges as provided in Paragraphs A and B of this Item will be adjusted to the amount that would have accrued but for such errors, provided, however, cancellation of charges will only be made if claim is filed in writing with this railroad's agent within ninety days after the date on which bill for detention is sent or given.

Note 1 - If car is placed for loading on public delivery track, time will be computed from the hour of actual placement on such track.

Note 2 - If car is placed for unloading on public delivery track, time will be computed from the hour of actual placement on such track.

ITEM 2780

(Applicable only when specific reference is made to this item, by number)
Free Time and Detention Rule

1. Free time for loading and unloading and charges for detention after expiration of free time will be as follows:

(CONT'D IN NEXT COLUMN)

SECTION 3
SPECIAL CAR DEMURRAGE RULES AND CHARGES

ITEM 2780 (CONT'D)

(Applicable only when specific reference is made to this item, by number)
Free Time and Detention Rule

A. One day (24 hours) free time will be allowed for loading of each car, time to be computed from the hour of actual or constructive placement (see Paragraph C) (see Exception 1, this item). Loading includes the furnishing of instructions to the railroad authorizing immediate movement of car. After the expiration of free time allowed (24 hours), detention will be charged for at the following charges per car per day, or fraction of a day, until car is released: (see Note 1, this item).

$20.00 for each of the first four chargeable days;
$30.00 for each of the next two days;
$60.00 for each subsequent day.

B. One day (24 hours) free time will be allowed for the unloading and making available each car to the railroad, time to be computed from the hour of actual or constructive placement (See Paragraph C). After the expiration of free time allowed (24 hours), detention will be charged for at the following charges per car per day, or fraction of a day, until car is released: (See Note 1, this item).

$20.00 for each of the first four chargeable days;
$30.00 for each of the next two days;
$60.00 for each subsequent day.

C. "Actual Placement" is made when car is placed for loading or unloading. If such actual placement is prevented due to any cause attributable to consignor or consignee, the car shall be considered constructively placed and notice thereof shall be sent or given to consignor or consignee in writing or as otherwise agreed to in writing. Free time will be computed from the hour of such constructive placement, the same as if car had been actually placed.

2. In computing free time in Paragraphs A and B above, Saturdays, Sundays and the following legal holidays will be excluded, New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. (Where provisions of State Law vary, the day referred to as Memorial Day being obscure, the date of the day referred to in the different states as "Memorial Day", "Decoration Day", or otherwise, and generally observed in lieu of May 30, will for the purpose of this item be treated as Memorial Day.) When a car is placed on a Saturday, Sunday or legal holiday, time will be computed from 12:00 A.M. (see Exception 2, this item of the first working day following the Saturday, Sunday or legal holiday. In the event one of the above holidays occurs on Sunday, the following Monday will be considered as a holiday for the purpose of this tariff.

Note 1 - If car is placed for loading on public delivery track, notice thereof shall be sent or given to consignor in writing or as otherwise agreed to in writing. Time will be computed from the hour of actual placement on such track or notification of such placement whichever is later.

Note 2 - If car is placed for unloading on public delivery track, notice thereof shall be sent or given to consignee in writing or as otherwise agreed to in writing. Time will be computed from the hour of actual placement on such track or notification of such placement whichever is later.

EXCEPTIONS

1. Where loading is performed at points in Offical Territory (headline points in Tariff ICC RPS 1008-series and points taking same rates) time to be computed from the first 7:00 AM following actual or constructive placement.
2. When a car is placed on a Saturday, Sunday or legal holiday at points in Official Territory (headline points in Tariff ICC RPS 1008-series and points taking same rates) time will be computed from 7:00 A.M. of the first working day following the Saturday, Sunday or legal holiday.

SAVANNAH PORT TERMINAL RAILROAD, INC.

FREIGHT TARIFF SAPT 9000

ADOPTION NOTICE

The **Savannah Port Terminal Railroad, Inc.** (SAPT) hereby adopts, ratifies and makes its own, in every respect as if the same had been originally filed and issued by it, all freight tariffs, classifications, rules, notices, concurrences, traffic agreements, divisions, authorities, powers of attorney or other instruments whatsoever, including supplements or amendments thereto, whether or not filed with the Surface Transportation Board (STB) or former Interstate Commerce Commission (ICC) by the Savannah State Docks Railroad (SSDK), prior to June 9, 1998, insofar as said instruments apply from, to, at, or via stations of the Savannah State Docks Railroad (SSDK).

ISSUED: June 9, 1998 **EFFECTIVE: June 9, 1998**

Issued under authority of Finance Docket No. 33613.

ISSUED BY

J. W. Benz, President
8711 Perimeter Park Blvd., Suite 1
Jacksonville, FL 32216

(The provisions published herein, if effective, will not result in an effect on the quality of the human environment.)

STB SAPT 6001

SAVANNAH PORT TERMINAL RAILROAD

DEMURRAGE TARIFF 6001

GENERAL CAR DEMURRAGE RULES AND CHARGES

AND

STORAGE RULES AND CHARGES

APPLYING AT ALL POINTS SERVED BY

SAVANNAH PORT TERMINAL RAILROAD

SAVANNAH, GEORGIA

(Except where otherwise provided herein)

ISSUED: FEBRUARY 1, 2005	EFFECTIVE: MARCH 1, 2005
ISSUED BY: J.W. Benz, President. 4337 Pablo Oaks Court, Suite 200, Jacksonville, FL 32224	

EXHIBIT 3

SAVANNAH PORT TERMINAL RAILROAD

TABLE OF CONTENTS

SUBJECT	ITEM	PAGE
Application	800	3
Glossary of Terms	801	4-7
Notification to Consignor or Consignee - Demurrage	802	7
Notification	803	8
Cars Held for Loading	804	8-9
Cars Held To Complete Unloading	805	9-10
Cars Held for Other Purposes	806	10-11
Demurrage Plan and Prices	807	11
Claims	808	12
Notification to Consignor or Consignee Storage	901	13
Cars Held for Loading/Unloading –Storage	902	13

ISSUED: FEBRUARY 1, 2005 EFFECTIVE: MARCH 1, 2005

ISSUED BY: J.W. Benz, President.

4337 Pablo Oaks Court, Suite 200, Jacksonville, FL 32224

SAVANNAH PORT TERMINAL RAILROAD.

ITEM	GENERAL APPLICATION OF TARIFF RULES AND REGULATIONS
800	APPLICATION

A. Applicable on carload traffic at all stations.

B. The disposition of a car at its point of detention determines the purpose for which the car is held and the rules applicable thereto.

C. Private cars held on SAVANNAH PORT TERMINAL RAILROAD tracks are not subject to demurrage rules and charges while in the possession of SAVANNAH PORT TERMINAL RAILROAD.

D. All railroad-owned cars held for or by consignors or consignees are subject to demurrage rules and charges contained in this tariff, EXCEPT the following:

1. Cars for loading or unloading of SAVANNAH PORT TERMINAL RAILROAD company material while held on SAVANNAH PORT TERMINAL RAILROAD tracks or private sidings connecting therewith.

2. Cars of refused or unclaimed freight to be sold by SAVANNAH PORT TERMINAL RAILROAD for the time held beyond legal requirements.

3. Cars assigned to shippers returned empty to point of assignment, to the extent storage rules apply.

4. Cars moving on own wheels under transportation charges as freight.

5. Cars of SAVANNAH PORT TERMINAL RAILROAD ownership under lease for storage of commodities while held on lessee's tracks.

6. Cars specially equipped for handling welded rail held for loading such rail.

7. Empty cars ordered and rejected as unsuitable for loading.

ISSUED: FEBRUARY 1, 2005	EFFECTIVE: MARCH 1, 2005

ISSUED BY: J.W. Benz, President.

4337 Pablo Oaks Court, Suite 200, Jacksonville, FL 32224

SAVANNAH PORT TERMINAL RAILROAD.

ITEM	GENERAL CAR DEMURRAGE RULES AND CHARGES
801	GLOSSARY OF TERMS

For the purpose of applying provisions of this tariff, the following are defined and will govern:

ACTUAL PLACEMENT: The time at which a car is placed in an accessible position for loading or unloading or at a point designated by the consignor or consignee.

CONSIGNEE: The party to whom a shipment is consigned or the party entitled to receive the shipment.

CONSIGNOR: The party in whose name cars are ordered or the party who furnishes forwarding directions.

CONSTRUCTIVE PLACEMENT: When a car cannot be actually placed because of a condition attributable to the consignor or consignee, such car will be held on available track and notice will be given to the consignor or consignee that the car is held on constructive placement awaiting disposition instructions. Such cars which have been placed on private or other than public delivery tracks including lead tracks serving the consignor or consignee will be considered constructively placed without notice.

DEMURRAGE DAY: A twenty-four (24) hour period, or part thereof, that commences at the first 0700 hours after tender.

DISPOSITION: Information, including forwarding instructions or release, which allows the railroad to either tender or release the car from the consignor's or consignee's account.

DIVERSION: An order from the consignor to deliver car to other than original destination, said order being received before the car is delivered to its original destination.

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

EMPTY RELEASE INFORMATION: Advice by consignee given to authorized personnel of this line that car is unloaded and available to this line. Information given must include identity of consignee and party furnishing release information, car initial and number, and date and time of release. Date and time of release cannot be earlier than the date and time advice is given.

ISSUED: FEBRUARY 1, 2005	EFFECTIVE: MARCH 1, 2005

ISSUED BY: J.W. Benz, President.

4337 Pablo Oaks Court, Suite 200, Jacksonville, FL 32224

SAVANNAH PORT TERMINAL RAILROAD.

ITEM	GENERAL CAR DEMURRAGE RULES AND CHARGES
801	GLOSSARY OF TERMS (Continued)

FORWARDING INSTRUCTIONS: Shipping instructions given to SAVANNAH PORT TERMINAL RAILROAD at the point of loading containing all of the necessary information to transport the shipment to the final destination.

INDUSTRIAL TRACK: A track serving a particular industry whether located upon the property of this line or upon property owned or leased by the industry.

INTER-PLANT SWITCHING: A switching movement between plants or units of a single industry located within the switching limits of one station.

INTER-TERMINAL SWITCHING: A switching movement of traffic originating at one point and destined to another point on a different carrier within the switching limits of one station.

INTERLINE TRAFFIC: Shipments of road-haul traffic moving over two or more railroad lines.

INTRA-PLANT SWITCHING: A switching movement from one track to another or between two locations on the same track within the confines of the same (single) plant or industry. Applies only on movements which can be completed wholly within the confines of the same siding, plant or industry.

INTRASTATE TRAFFIC: Shipments moving from a point in a state to another point in the same state, which do not move outside of the state while in transit.

INTRA-TERMINAL SWITCHING: A switching movement (other than intra-plant or inter-plant where specifically provided for) of traffic originating at and destined to points located on the tracks of this line within the switching limits of one station.

LEASE TRACK: Any trackage of this line leased to a user through written lease agreement. Lease track will be treated the same as private track under this section.

LOADING: The complete or partial loading of a car in conformity with AAR loading and clearance rules and the furnishing of forwarding instructions.

ISSUED: FEBRUARY 1, 2005	EFFECTIVE: MARCH 1, 2005

ISSUED BY: J.W. Benz, President.

4337 Pablo Oaks Court, Suite 200, Jacksonville, FL 32224

SAVANNAH PORT TERMINAL RAILROAD.

ITEM	GENERAL CAR DEMURRAGE RULES AND CHARGES
801	GLOSSARY OF TERMS (Continued)

LOADED CAR: A car that is completely or partially loaded.

NOTIFICATION: When required, notification will be furnished by fax or electronically to all parties entitled to receive notification.

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

PRIVATE CAR: A car bearing other than SAVANNAH PORT TERMINAL RAILROAD reporting marks and which is not a railroad-controlled car.

PRIVATE TRACK: Any trackage which is not owned or leased by the railroad.

RAILROAD-CONTROLLED CAR: A car bearing other than SAVANNAH PORT TERMINAL RAILROAD reporting marks provided to the this line directly by the car companies or others for use by this line in serving any of its customers.

RECONSIGNMENT: An order from the consignor to bill a car other than to the original consignee.

REJECTED LOADED CAR: When the original loaded car is rejected at destination without being unloaded.

RELEASE: Date and time that the railroad receives notification that the car is empty or that forwarding instructions are received.

RELOADING: When a car is held for loading after being released as an empty.

RESHIPMENT: A new document by which the entire original shipment is forwarded in the same car to another destination.

ROAD-HAUL TRAFFIC: Traffic received from or moved to a point outside of the switching limits of the same station.

STOPPED-IN-TRANSIT: When cars are held en route because of any condition attributable to the consignor, consignee or owner.

TEAM TRACK: A track or tracks assigned by this line for use of the general public.

ISSUED: FEBRUARY 1, 2005	EFFECTIVE: MARCH 1, 2005

ISSUED BY: J.W. Benz, President.

4337 Pablo Oaks Court, Suite 200, Jacksonville, FL 32224

ITEM	GENERAL CAR DEMURRAGE RULES AND CHARGES
801	GLOSSARY OF TERMS (Continued) TENDER: The notification, actual or constructive placement, of a railcar. TIME: Local time is applicable, expressed on the basis of the 24-hour clock. Example: 12:01 A.M. is expressed as 0001 hours UNLOADING: The complete unloading of a car includes removal of dunnage, pallets, bracing, etc., and advice received from consignee that the car is empty and available to the railroad.
802	NOTIFICATION TO CONSIGNOR OR CONSIGNEE A. The following notifications will be furnished by SAVANNAH PORT TERMINAL RAILROAD as indicated: 1. Cars for Other than Team Tracks: a. Notice of constructive placement if cars are held on SAVANNAH PORT TERMINAL RAILROAD tracks due to reasons attributable to the consignor or consignee. b. Delivery of car upon tracks of consignee will constitute notification. c. When two or more parties, each performing their own switching, take delivery of cars from the same interchange track, notice will be given when cars are placed on the interchange track. 2. Cars for Team Tracks; Notice will be given to the party entitled to receive notification when car is actually placed. 3. Refused Loaded Car: When a loaded car is refused at destination, SAVANNAH PORT TERMINAL RAILROAD will give notice of such refusal to the consignor or owner. B. Notification may be given in writing or electronically and will contain the following: 1. Car initials and number. 2. If lading transferred en route, the initials and number of the original car. 3. Commodity. 4. Date and time.

SAVANNAH PORT TERMINAL RAILROAD.

ITEM	GENERAL CAR DEMURRAGE RULES AND CHARGES
803	NOTIFICATION TO SAVANNAH PORT TERMINAL RAILROAD Railroad customer service personnel are on duty from 24 hours a day seven days a week except holidays to receive forwarding instructions, empty release information, or other disposition of cars. When electronic or mechanical devices are used to furnish notification to the railroad, the recorded date and time that instructions are received will govern charges incurred.
804	CARS HELD FOR LOADING Loading is the complete or partial loading of a car in conformity with AAR loading and clearance rules including the furnishing of forwarding instructions. TENDER: The notification, actual or constructive placement, of a railcar placed on orders of the consignor. RELEASE: A. Date and time forwarding instructions are received. B. Cars placed on interchange tracks of a consignor doing its own switching must be returned to the interchange track for release. C. Cars found to be improperly loaded or overloaded at origin will not be considered released until the load has been adjusted properly. COMPUTATION: A. Time will be computed from the first 0700 after tender until release.

ISSUED: FEBRUARY 1, 2005	EFFECTIVE: MARCH 1, 2005

ISSUED BY: J.W. Benz, President.

4337 Pablo Oaks Court, Suite 200, Jacksonville, FL 32224

SAVANNAH PORT TERMINAL RAILROAD.

ITEM	GENERAL CAR DEMURRAGE RULES AND CHARGES
804	CARS HELD FOR LOADING (Continued) B. If the car is placed prior to the date for which it was ordered, time will be computed from the first 0700 hours after the date for which it was ordered until its release. FREE DAYS: **One (1) free day will be allowed for each car for loading.** Weekend days are not counted as free days. If railcar is constructively or actually placed after 0700 hours on a Friday, Monday will be the actual free day and demurrage will begin at 0700 hours Tuesday. One (1) additional free day will be allowed on a car when a free day or the first chargeable day falls on: 1. New Year's Day 2. Good Friday Day 3. Memorial Day 4. Independence Day 5. Labor Day 6. Thanksgiving Day 7. Day after Thanksgiving Day 8. Christmas Eve Day 9. Christmas Day **Note: Once a car goes on demurrage or storage, weekend days and holidays are counted as chargeable days.**
805	CARS HELD TO COMPLETE UNLOADING Unloading is the complete unloading of a car including dunnage, bracing, etc., and advice from the consignee to the railroad that the car is empty and available to the railroad. TENDER: The notification, actual or constructive placement, of a railcar. RELEASE: A. Date and time that the railroad receives advice that the car is empty. B. When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue until forwarding instructions are received. COMPUTATION: A. Time will be computed from the first 0700 hours after tender until release. B. When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue until forwarding instructions are received.

ISSUED: FEBRUARY 1, 2005	EFFECTIVE: MARCH 1, 2005
ISSUED BY: J.W. Benz, President. 4337 Pablo Oaks Court, Suite 200, Jacksonville, FL 32224	

SAVANNAH PORT TERMINAL RAILROAD.

ITEM	GENERAL CAR DEMURRAGE RULES AND CHARGES
805	CARS HELD TO COMPLETE UNLOADING (Continued)

FREE DAYS:

Two (2) free business days will be allowed for each car for unloading.

Weekend days are not counted as free days. Example: If railcar is constructively placed after 0700 hours on a Friday, Monday and Tuesday would be the actual free days and demurrage would begin at 0700 hours Wednesday.

One (1) additional free day will be allowed on a car when a free day or the first chargeable day falls on a holiday.

1.New Year's Day
2. Good Friday Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving Day
8. Christmas Eve Day
9. Christmas Day

Note: Once a car goes on demurrage or storage, weekend days and holidays are counted as chargeable days.

806 CARS HELD FOR OTHER PURPOSES

Applicable to cars held:

A. On orders of consignor or consignee.
B. While awaiting proper disposition from the consignor or consignee.
C. As a result of conditions attributable to consignor or consignee.

TENDER:

The notification, actual or constructive placement, of a railcar.

RELEASE:

Date and time that railroad receives advice that the car is empty or that forwarding instructions are received.

COMPUTATION:

Time will be computed from the first 0700 hours when cars are held:

A. After tender until cars are:
   1. Diverted.
   2. Empty cars ordered and not used (other than a rejected car).
   3. Partially unloaded.
   4. Reconsigned.
   5. Reshipped.

ISSUED: FEBRUARY 1, 2005 | EFFECTIVE: March 1, 2005

ISSUED BY: J.W. Benz, President.

4337 Pablo Oaks Court, Suite 200, Jacksonville, FL 32224

SAVANNAH PORT TERMINAL RAILROAD.

ITEM	GENERAL CAR DEMURRAGE RULES AND CHARGES
806	CARS HELD FOR OTHER PURPOSES (Continued) B. After cars are received by SAVANNAH PORT TERMINAL RAILROAD. until date of disposition on: 1. Cars received from connecting carriers. 2. Loaded private cars returned to railroad tracks. C. After tender until date of refusal on: Refused loaded cars (consignee). D. After tender until date of disposition on: Refused loaded cars (consignor).FREE DAYS: A. Two (2) free days will be allowed for each car released on or which disposition is given. B. Free days will not be allowed for: 1. Empty cars ordered and not used. 2. Cars received from connecting carriers to be held for disposition.
807	DEMURRAGE PLAN AND PRICES A. Settlement of charges will be made on a monthly basis on all cars released during each calendar month. B. Demurrage accrued by customers having facilities at separate stations cannot be combined. C. Demurrage will be calculated separately for the following transactions. 1. Cars held for unloading. 2. Cars held for loading. 3. Cars held for other purposes. D. Unless otherwise advised in writing demurrage charges will be assessed against the consignor at origin or consignee at destination who will be responsible for payment. E. CALCULATION OF CHARGES: 1. **After free time has expired for each car, demurrage will be assessed at $40.00 per car per day.** 2. Unused free time of one car cannot be applied against any other car.

ISSUED: FEBRUARY 1, 2005	EFFECTIVE: MARCH 1, 2005

ISSUED BY: J.W. Benz, President.

4337 Pablo Oaks Court, Suite 200, Jacksonville, FL 32224

SAVANNAH PORT TERMINAL RAILROAD.

ITEM	GENERAL CAR DEMURRAGE RULES AND CHARGES
809	CLAIMS

In order to be allowed Demurrage relief as indicated, a claim must be presented to SAVANNAH PORT TERMINAL RAILROAD in writing no later than 15 days following the month in which the bill was issued, stating fully the conditions for which relief was claimed. Relief will be granted only under the following conditions:

A. Railroad Error:

If through railroad error incorrect demurrage charges are assessed, charges will be adjusted to the amount that would have accrued but for such error.

Runaround and bunching of cars by connecting rail carriers will not be considered as a railroad error.

B. Weather interference:

When because of significant acts of nature the operations of the consignor or consignee are disrupted, the demurrage directly chargeable thereto will be eliminated, provided the disruption exceeds two (2) days in duration.

ISSUED: FEBRUARY 1, 2005	EFFECTIVE: MARCH 1, 2005

ISSUED BY: J.W. Benz, President.

4337 Pablo Oaks Court, Suite 200, Jacksonville, FL 32224

SAVANNAH PORT TERMINAL RAILROAD.

ITEM	GENERAL CAR STORAGE CHARGES
901	NOTIFICATION TO SAVANNAH PORT TERMINAL RAILROAD. Railroad customer service personnel are on duty from 24 hours a day seven days a week except holidays to receive forwarding instructions, empty release information, or other disposition of cars. When electronic or mechanical devices are used to furnish notification to the railroad, the recorded date and time that instructions are received will govern charges incurred.
902	PRIVATE CARS HELD FOR LOADING/UNLOADING A. When empty or loaded private cars are received but cannot be delivered on account of the inability of the consignee, such cars will be held at destination; or if not reasonably accommodated there, at an available hold point. B. Notification will be sent or given the consignee that the cars are so held, and chargeable time will be computed from the first 0700 hours thereafter. **C. The charge for storage will be at the rate of $10.00 per car per day.** **D. The charge for storage of hazardous material, hazardous substances, or hazardous waste will be at the rate of $25.00 per car per day.** E. No free time will be allowed on outbound shipments held for the furnishing of forwarding directions. Storage charges will accrue from the first 0700 hours after receipt and without notification.

ISSUED: FEBRUARY 1, 2005	EFFECTIVE: MARCH 1, 2005
ISSUED BY: J.W. Benz, President. 4337 Pablo Oaks Court, Suite 200, Jacksonville, FL 32224	



February 3, 2005

To: Customers of Savannah Port Terminal Railroad

Re: Tariff Revisions

Rail Link has recently completed a review and update of the tariffs of Savannah Port Terminal Railroad.

Attached please find updated freight and demurrage tariffs which go into effect March 1, 2005. The tariffs have been changed to reflect policies and charges standard on all Rail Link properties.

A summary of the significant accessorial services and charges follows;

- Demurrage calculations will be performed as "straight" demurrage, rather than "average" demurrage. See the SAPT Demurrage Tariff for details.
- A charge of $200.00 for turning a rail car is established.
- Charges for storage of private cars on railroad tracks are unchanged at $10.00 per day, but a new charge of $25.00 per day will apply to cars of hazardous materials.
- Intra-plant switch charges are increased from $94.00 to $120.00 per car.
- Intra-terminal switch charges are maintained at $168.00 per car.
- Charges for stand-by switching service and for switching during other than normal hours are changed to become consistent with our other properties.

Please contact me if you have any questions. As always, we appreciate your business and look forward to continuing to provide safe and efficient railroad service to your company.

Sincerely,

BC Eason

cc: Murray Benz
Jim Bulone
Bill Jasper
Larry McDonald
Charlie Young

EXHIBIT N

IN THE SUPERIOR COURT OF CHATHAM COUNTY

STATE OF GEORGIA

CAPITAL CARGO INCORPORATED,

Plaintiff,

vs. CIVIL ACTION NUMBER

05-0755-AB

RAIL LINK, INC., SAVANNAH PORT TERMINAL RAILROAD, INC., and GEORGIA PORTS AUTHORITY

Defendants.

----------/

The deposition of KENNETH JOHN MEYER, a witness in the above-entitled cause, taken pursuant to Notice and agreement, before Kyle J. Saniga, Certified Court Reporter and Notary Public, at the Law Offices of Ranitz & Mahoney, 110 East Oglethorpe Avenue, Savannah,Georgia, on the 30th day of August 2005, commencing at or about the hour of 9:00 a.m.

COASTAL COURT REPORTING & VIDEO SERVICES

EXHIBIT O

APPEARANCES OF COUNSEL:
FOR THE PLAINTIFF:
RONALD BERRY, ESQUIRE
134 Habersham Street
Post Office Box 10223
Savannah, Georgia 31401

FOR THE DEFENDANT RAIL LINK, INC., SAVANNAH PORT TERMINAL RAILROAD, INC.:

P. CAMPBELL FORD, ESQUIRE
Ford, Miller & Wainer, P.A.
1200 Riverplace Boulevard
Suite 600
Jacksonville, Florida 32207

FOR THE DEFENDANT GEORGIA PORTS AUTHORITY:

DRAUGHN B. WHITEHEAD, ESQUIRE
Ranitz & Mahoney P.C.
110 East Oglethorpe Avenue
Post Office Box 786
Savannah, Georgia 31402

INDEX

PAGE

EXHIBIT INDEX ---------- 3
OPENING REMARKS AND STIPULATIONS ---------- 4

DIRECT EXAMINATION:
By Mr. Ford ---------- 4

COASCERTIFICATE ---------- 165

DOCUMENTARY EVIDENCE

NUMBER	DESCRIPTION	PAGE
DX-1	Savannah Port Terminal Railroad Demurrage Tariff 6001 dated February 1, 2005	21
DX-2	The American Short Line Railroad Association Freight Tariff ASLG 6004 dated September 2, 1994	105
DX-3	Rail Cars Worked dated February 2005	130
DX-4	Fax from B.G. Chandler to Steve McCarthy dated May 12, 2005	138
DX-5	Letter from Jim Bulone to Capital Cargo dated June 2, 2003	160

FORD - MEYER (DIRECT EXAMINATION)

(Disclosure was made pursuant to O.C.G.A. annotated 9-11-28 (c) and (d) and 15-14-37 (a), (b) and (c).)

KENNETH JOHN MEYER,

having been produced and first duly sworn as a witness, testified as follows:

DIRECT EXAMINATION

BY MR. FORD:

Q Could you please state your full name.
A Kenneth John Meyer.
Q And spell your last name.
A M-e-y-e-r.
Q Mr. Meyer you are associated with Capital Cargo, Inc?
A Yes, I am.
Q And in what capacity?
A The owner.
Q And are you also an officer of the company?
A Yes, I am.
Q What positions do you hold?
A President.
Q Is there a Vice President?

A Not in the corporate structure.
Q Are there any other officers other than yourself?
A My wife is secretary.
Q Is she actively involved in the corporation as in on a day-to-day basis?
A No.
Q Okay. What's Steve McCarthy's position with the company?
A Steve McCarthy is in charge of forest products, exporting of paper.
Q Who would be the so-called second in command at Capital Cargo?
A Really don't have a second in command, it's a shared responsibility on different cargo groups.
Q All right. And on those different cargo groups Steve McCarthy would be over one of those?
A He'll be over the paper.
Q And who would the other people that would be over divisions or sections?
A Mike Lyons.
Q L-y-o-n-s?

FORD - MEYER (DIRECT EXAMINATION)

A Yes.
Q Who else?
A And Ladsen Hancock.
Q Spell that for me, the first name.
A L-a-d-s-o-n.
Q Anyone else?
A That's it.
Q They both work out of the corporate office? I mean all three of those work out of the corporate offices?
A Yes, they do.
Q And what are the corporate offices?
A 175 Brampton Road, Savannah, Georgia, 31408.
Q How long have you owned Capital Cargo?
A Ten and-a-half years.
Q What did you do prior to that?
A Stevedore superintendent with Del Monte Fresh Produce.
Q Where was that?
A Savannah.
Q How long were you there?
A Oh man, I think it was six years.
Q What did you do prior to that?

FORD - MEYER (DIRECT EXAMINATION)

A Stevedore for Neil Harrington, Harrington Company and SEACO, Southeast Atlantic Cargo Operators, same company different names.
Q And then prior to that?
A I was a college student.
Q Where did you go to college?
A Georgia Southern University and Armstrong.
Q Where does Capital Cargo have operations or facilities other than 175 Brampton Road?
A 250 Brampton Road.
Q Across the street and down a little bit?
A Yeah.
Q What's at 250 Brampton Road?
A 250 Brampton Road is a sixty thousand square foot warehouse that I lease from the Georgia Ports Authority.
Q Any other physical locations of operations, other than the two you've described?
A No.
Q What's located at 175 Brampton Road?
A A warehouse.

FORD - MEYER (DIRECT EXAMINATION)

Q The warehouse?
A A warehouse.
Q A warehouse. And you say your company owns that warehouse?
A No, I lease it from Brampton Partners.
Q Are you involved in Brampton Partners?
A Minorly, minority ownership, yes.
Q Who is the majority ownership?
A Majority ownership would be McDonald Limited or McDonald Industrial 22, it's an Atlanta corporation.
Q Is there a company or behind McDonald Industrial 22?
A To what regard?
Q Any regard. It sounds like a made up name for purposes of the partnership.
A No, it's John McDonald who's a builder developer.
Q Okay.
A So yeah, there's a real man there.
Q In your answers to interrogatories in this particular case you said that some of the rail cars that were incurring demurrage were hauled away to another facility for unloading --

FORD - MEYER (DIRECT EXAMINATION)

A Correct.
Q -- by Norfolk Southern. Which facility was that?
A The 175 Brampton.
Q How long has the 175 Brampton been an operating warehouse?
A I believe that we had a storage certificate towards the end of April and May 13th we were given occupancy.
Q Of what year?
A Of this year, 2005.
Q Do you recall when you filed the lawsuit in the instant case?
A No, I do not recall the exact date. 2000 -- sometimes in 2005.
Q It certainly wasn't at the beginning of 205, right? Is that correct?
A Not at the beginning.
Q All right. Was it more like around the April May time frame?
A It was, what, the end of April.
MR. BERRY: Do you just want to test his memory or do you want the answer?

FORD - MEYER (DIRECT EXAMINATION)
BY MR. FORD:
Q I'm just asking if he knows.
MR. BERRY: It's -- the complaint is dated May 10th.
THE WITNESS: May 10th.
BY MR. FORD:
Q Okay. So you got a certificate on your new warehouse facility April of 2005?
A The end of --
Q Certificate of Occupancy?
A End of April 2005.
Q End of April 2005, certificate of occupancy April 13th 2005?
A May 13th.
Q May 13th 2005 and the lawsuit was filed on May 10 2005?
A Yes.
Q How big is your railroad track at the 175 Brampton location?
A Approximately thirteen cars.
Q And you take deliveries there now?
A Yes, we do.
Q How many deliveries do you get per day?
A Two, three if we need it.

FORD - MEYER (DIRECT EXAMINATION)
Q Who makes the deliveries?
A Norfolk Southern.
Q Prior to the opening of your new warehouse, where were -- was that cargo traffic going?
A A portion of that traffic was going to 250 Brampton Road.
Q And that's the lease space in question?
A Uh-huh, that's correct.
Q Where was the rest of that traffic going or is that new traffic for you?
A All new traffic. Wasn't booked to come in. Wasn't assigned for the customers to deliver until after we had the CO.
Q Do you have -- when you were a stevedore, did you deal with the rail traffic much?
A From time to time, yes.
Q Was the first time you dealt with rail traffic on a more regular basis was when you opened Capital Cargo?
A Basically when we received paper shipments from Del Monte Fresh Produce.
Q Would be when you deal with it?

FORD - MEYER (DIRECT EXAMINATION)
A That's when I started dealing more intimately with the rail traffic and box cars on the port.
Q And who would actually deal with the tariff rates, things of that nature, charges?
A I have no idea.
Q Is that something you had to deal with, for the first time when you start -- when you opened Capital Cargo?
A Hell, I never had to deal with them until just recently. I never saw this tariff until it was faxed over outside of the one of the increase for 2005 that's the first tariff that was ever delivered to me.
Q My question wasn't when you saw a tariff freight, my question was when you started dealing with tariff rates.
A Just recently.
Q You've never received a bill for ten and-a-half years using rail traffic before?
A Right, I have, yes.
Q So you were dealing with tariff rates for ten and-a-half years, correct?
A Not that I would term correct, no.

FORD - MEYER (DIRECT EXAMINATION)
Q How were you getting billed for ten and-a-half years by rail cars --
A I don't pay the rail freight.
Q Okay.
A I don't pay --
Q Who pays for it?
A Customers pay it or the mills pay it. I don't see any of it.
Q When did you start getting demurrage bills on your lease facility?
A I'm pretty sure that we'd gotten a couple demurrage bills when the GPA ran the railroad.
Q Yes, you did. And when you got them, did you actually see them when you received them?
A Yes, I did.
Q Okay. And how were you billed for those demurrage charges? In other words, what was the --
A We were billed on an average leverage agreement from the Georgia Port Authority Railroad.
Q You're billed an average, what,

agreement?
A The average I think it's the average leverage agreement.
Q And what was that?
A To the best of my knowledge that was where we were given forty-eight hours to unload box cars and any cars unloaded the first day gave a credit back against a twenty dollar charge for debit days.
Q All right. And that's something you always discussed, verbally, or did you ever ask for a document that resulted in the billing?
A When I first started in 1995 a representative from the GPA sent us a form letter of the average leverage agreement which was signed and delivered back to the port. It's the only form I've seen. The only part of anything that I've seen.
Q Are you under the impression that somebody has to deliver to you to you tariff rates in order to bill you demurrage charges?
A I'd like to have had a tariff so I'm not under the impression it has to be delivered.
Q I understand and I understand you'd

like to have one but my question is, are you under the impression that you had to have been provided one in order to have been billed demurrage charges?
MR. BERRY: I'm not sure what you mean by the use of the term impression but if you're asking for a legal conclusion as to whether it's legally that he receive a tariff before he can be billed legally I would object on the basis that he lacks the qualifications to give a legal opinion.
BY MR. FORD:
Q I understand, I'm just asking for his personal knowledge.
A Yeah, I think I should have been.
Q And what is your basis for believing that other than just a personal thought about it, do you have any -- do you have any commercial basis?
A Personally my thought of that, I think it's good business.
Q It's good business to ask for it or it's good business?

A To be provided -- to be provided the instrument which you're going to be challenged or billed for --
Q And is that --
A -- in total.
Q Do you have any working knowledge, whatsoever, of whether or not that's required in the railroad industry?
A No, I do not.
Q Okay. Having received a demurrage bill, did you ever ask for the documents from which the bill came?
A No, I did not.
Q Okay. And how many years did you receive demurrage bills where you failed to ask for the document from where the bills were coming from?
A On ten and-a-half years we've only received demurrage bills a total of maybe eight times, ten times.
Q Okay. Two of which came before 1998, correct?
A Correct.
Q So for a period of over seven years,

you'd been receiving demurrage charges and you've never asked for a document from which the bill was generated?
A We would challenge the demurrage charges.
Q I understand you challenged the demurrage charges.
A Where invoices were presented.
Q I understand. My was that for over seven years, would you agree that you never asked for the document from which the demurrage charges were being billed from so you could review it and look at it --
A Correct.
Q -- and see how they came about?
MR. BERRY: Let him finish asking his questions. I know that you've already figured out what that question's going to be three-fourths of the way through, particularly when he uses that many words. Let him finish it so it keeps the record clear.
THE WITNESS: Okay.
MR. FORD: It'll help because I'm

FORD - MEYER (DIRECT EXAMINATION)

going to use a lot of those fancy Jacksonville words and she's going to get mad at us.

MR. BERRY: Not only are we going to use Jacksonville words but we're going to use railroad words so it's a compound difficulty here.

BY MR. FORD:

Q I believe you've already testified that the first tariff rates that you saw were the ones that you received that I believe had a date of February 1 indicating it was effective March 1, is that the one you recall?

MR. BERRY: Of 2005.

THE WITNESS: Yeah, correct.

BY MR. FORD:

Q Let me show you a copy of that one ask if that's what you're referring to.

MR. BERRY: While he's looking at it I want to say that we have produced a copy of that document in the lawsuit. It's going to be difficult unless he has a photographic memory, to compare line for line.

FORD - MEYER (DIRECT EXAMINATION)

MR. FORD: I understand and I'll be happy to put on the record that we will correct it if it's not the exact document.

MR. BERRY: Right.

MR. FORD: As far I know we've copied the same document we're providing here today.

MR. BERRY: I just don't want him to have to sit there and review this thing and compare it line to line to what we've previously --

BY MR. FORD:

Q I understand. Is that generally the document --

A It seems to be, yes, it does.

Q Okay. The document that we just referred to on page twelve of the document we just referred to it indicates that any -- that in order to be allowed demurrage relief, as indicated, a claim must be presented to Savannah Port Terminal Railroad in writing no later than fifteen days following the month in which in bill was issued.

FORD - MEYER (DIRECT EXAMINATION)

For the March bill that you received, did you ever provide, in writing within five days, an objection or any other writing that would comply with this provision that you provide in writing in fifteen days or concerns about the demurrage charge?

A Yeah. I would take the fact that Rail Link was in our office and there's letters to I'm sure to support that we were discussing the demurrage problems that we had at that point in time. So I would -- I would thought, personally, that that was more than enough notice since they were in my office to discuss these.

Q And my question's not whether or not you all had notice and arranged a meeting to discuss things, I'm asking you whether or not you have a document that's dated within fifteen days of the demurrage bill stating, in writing, the reason that you should get relief from the demurrage claim for the March bill, you've already answered interrogatories indicating you did not, I'm asking you just on the record.

A No, if somebody's pound a flesh in my

FORD - MEYER (DIRECT EXAMINATION)

hand talking to us about what's going on.

MR. BERRY: Answer his question, did you send anything in writing, did you send them anything in writing?

THE WITNESS: No.

BY MR. FORD:

Q Okay. Did you send anything in writing for the April bill within fifteen days?

A Same answer.

Q Did you send anything in writing for the May bill within fifteen days?

A I'm not aware of a May bill.

Q Okay. Have you ever seen or reviewed, at all, the 1994 tariff rates that were issued on behalf of --

(Whereupon, Defendant's Exhibit Number 1 was marked for identification.)

BY MR. FORD:

Q Have you ever seen the 1994 dollar tariff rates that were issued on behalf of railroads including Savannah State Docks Railroad Company?

A Yes.

FORD - MEYER (DIRECT EXAMINATION)

Q Have you seen it recently?
A Only recently.
Q Okay. Were you aware that a document, prior to seeing it recently, was -- like this was in existence?
A No.
Q Are you aware that these state tariffs are filed back prior to 1996 with the ICC and thereafter with the Service Transportation Board?
A No, sir.
Q Were you aware that these tariff rates were available if you had asked to review them?
A No, sir. And Floyd Harbin never brought it to my attention who is the managing person at the Savannah State Docks.
Q And did there come a time in 1998 where you learned that the rail carrier that had previously been owned by the GPA was sold and the operations were taken over by Savannah Port Terminal Railroad or as was also referred to as Rail Link?
A At some point in time well after the transaction when we noticed that the engines

FORD - MEYER (DIRECT EXAMINATION)

were changed and painted.
Q Okay. But at some point in time -- well, let me ask it this way, was it around 1998?
A Yes, I'd have to say that's a fairly good time frame.
Q And did you learn it just because the engines were painted or were you aware, in general, from newspaper articles and just port talk that the rail line was being sold, was being privatized?
A I believe it was just in a newspaper article.
Q Okay. It was in a local newspaper article that the GPA was selling the rail line and privatizing it?
A Or had sold, I'm not sure, quite sometime ago.
Q And through that I take it in the newly or changed colors of the freight cars and the engines that you realize there was a different rail carrier now?
A Yes.
Q And did you thereafter, at some point,

FORD - MEYER (DIRECT EXAMINATION)

let's say within a couple years of 1998, did you begin dealing, when I say you I'm talking about your company, did you begin dealing with Savannah Port Terminal Railroad?
A Yes.
Q And when did you first receive your first demurrage bill from Savannah Port Terminal Railroad?
A I don't remember.
Q Would the first demurrage bill that you ever received, would it be the oldest bill that is currently being sued upon in this lawsuit or did you receive one prior to 2003 which I believe is the first bill in this lawsuit?
A I don't know.
Q Okay. When you received that first bill from Savannah Port Terminal Railroad, did you question the nature of the bill?
A Yes, we did.
Q Okay. And when you say we, was that you or somebody else?
A Mr. McCarthy and myself.
Q And when did Capital Cargo start operating under it's lease with the GPA?

FORD - MEYER (DIRECT EXAMINATION)

A I think it was in September, the least -- of 1995 that the leases was assigned. I had a management agreement from April 1st until the business that I was buying the assets of was taken through the courts.
Q And having been in business in 2000 -- the year 2003 for approximately eight years, did you ask anybody from Savannah Port Terminal Railroad or the GPA for the tariff rates or any similar document that would show you how you were being billed demurrage charges?
A No. Not knowing that a tariff existed, we were given a sheet of paper which had a demurrage scale on it and that's what -- the document that we used.
Q Well, it sounds like, to me, that not knowing that a tariff rates, the 1998 tariff rates existed, you nevertheless agreed with the concept that a demurrage charge could be made, assuming the right circumstances?
A I never deal with the tariff.
Q Okay.
A Never had to. My dealing was with that chart of demurrage calculation, delivery times

FORD - MEYER (DIRECT EXAMINATION)

and freight times.

Q I understand that. Let me clarify my question a little bit.

A Okay.

Q I'm acknowledging in my question you didn't knows that the tariff freight existed, however it sounds like, as a commercial business person, you nevertheless understood that if the right circumstances were met, that you could be billed demurrage charges?

A Correct.

Q And prior to first seeing the tariff rates in 2005, as you've had already testified, what was your understanding of when you could be billed a demurrage charge?

A When we could not work all the rail cars that were delivered for that day or the forty-eight hour period there could be debits but we could use rails cars worked the first day to erase them as credits.

Q And it's your position, in this lawsuit, if I understand it, that you were entitled to a minimum of three deliveries per day, is that accurate?

FORD - MEYER (DIRECT EXAMINATION)

A Yes, sir.

Q And if I also understand your position, in this case, it's based upon historical data that you usually received at least three deliveries per day, is that accurate?

MR. BERRY: I may object to that question, number one it misstates the complaint which he should be given to review if you're going to ask him about what it said and, number two, it asks for a legal conclusion, which is he's not qualified to give. We've get contracts as well as custom and practice that we're dealing with here in this case.

BY MR. FORD:

Q I understand. My question asked him if that was correct. Do you recall the question?

A No, say the question again.

Q It's my understanding that your position, in this lawsuit, is that your entitlement to three deliveries per day is based upon the fact that historically you usually received three deliveries per day, is that

FORD - MEYER (DIRECT EXAMINATION)

accurate?

A That's what I was told.

Q Told by whom?

A By the GPA and Floyd Harbin of SSDB.

Q And who was the second person, I'm sorry?

A Floyd Harbin.

Q Okay. And he was with the GPA?

A He was with the railroad side of the GPA.

Q And that was back to prior to Savannah Port Terminal Railroad being involved?

A Yes, 1995.

Q And is it your understanding, as a business person, that what somebody tells you in regard to a contract is your contract versus the written agreement itself?

MR. BERRY: Again, I'm going to object to the extent that calls for a legal conclusion. Custom and practice, as you know, will be used to define terms that require definition.

BY MR. FORD:

Q You can answer.

FORD - MEYER (DIRECT EXAMINATION)

A My lease provided for rail service to be provided by the GPA.

Q Correct.

A GPA and the railroad said we can give you three, sometimes four switches a day, which they did.

Q They told you that after you signed the lease, though, correct?

A No, before I signed the lease.

Q Is there any reason that you didn't put that obligation that you now state that it is in your lease?

A It's -- it was a lease that was inherited by bankruptcy or a bankrupt business and the only changes that were made to that leases were assigned to Capital Cargo.

Q So when you were assigned the lease, you realized that it didn't have any specific number of deliveries that you were -- that anybody, the GPA or whoever they assigned to take over that responsibility was obligated to provide you, is that right?

MR. BERRY: Let me object to that question to the extent it assumes that

FORD - MEYER (DIRECT EXAMINATION)

the GPA has assigns it's responsibility to provide rail service to anyone. That seems to be a conundrum in this case.

MR. FORD: Actually this question said or anyone that they had assigned it to.

THE WITNESS: They have --

MR. BERRY: There is no evidence in the record that that obligation has been assigned to anybody and therefore it misstates facts in the record.

MR. FORD: Actually it doesn't because it's an or so that means GPA is providing the service or --

MR. BERRY: Oh, I'm sorry, I didn't hear the or.

MR. FORD: -- is providing it. And I'm saying, under those circumstances, my question is, under the circumstances of your lease where a rail service was either being provided by the GPA or to whomever they assigned it to, would you agree that they --

FORD - MEYER (DIRECT EXAMINATION)

there's no written obligation to provide three deliveries per day?

MR. BERRY: When you use the term written obligation to provide three, do you mean it uses the words three deliveries?

MR. FORD: Yes.

MR. BERRY: Okay.

THE WITNESS: There's nothing there.

BY MR. FORD:

Q And there's no timing, specific timings for deliveries either, is there?

A I'm not certain on that. Not in writing, no, but through conversation.

Q I understand by my question is about writing.

A Yeah.

Q Okay. Is it your position that no matter how busy the port gets in the rail traffic there that you're still obligated to receive three deliveries per day under your lease?

MR. BERRY: You meant to say he's

FORD - MEYER (DIRECT EXAMINATION)

entitled to receive?

BY MR. FORD:

Q Yes.

A Yes.

Q During the -- since 1998 and prior to 2005, have there ever been times you received less than three deliveries per day?

A Yes.

Q Have there been times you've received more than three delivers per day?

A Yes.

Q On the days that you received less than three delivers per day, did you, nevertheless, have cars there that were available and needed to be delivered but, nevertheless, you didn't get your three deliveries?

A Yes, most times.

Q And are you supposed -- is the railroad company ever obligated to provide you with more than three deliveries or is it just three deliveries?

A I've got freight out there, I need to get it unloaded.

Q Okay.

FORD - MEYER (DIRECT EXAMINATION)

A I would think whatever it took.

Q So, what is the answer to my question?

A Yes.

Q And does Savannah Port Terminal Railroad have any control over the amount of rail cars that you ordered that then need to be delivered?

A Yes.

Q How is that?

A One, I don't order the rail cars, but they can work and they have worked with the Norfolk Southern and CSX to hold cars off port in the CSX and Norfolk Southern yards before bringing them on port because of the length of track that they have, the number of cars that they have coming in.

Q And who, if you know, would be paying for those rail cars where they sit on the rail line waiting to be delivered to you?

A I'm not sure underneath that batching.

Q And how do you have an understanding that Savannah Port Terminal Railroad could work that arrangement out, if they chose to?

A They told us.

FORD - MEYER (DIRECT EXAMINATION)

Q Who's they?
A The dispatch and Ross on more than one occasion.
Q You said dispatch and Ross?
A Yeah. Steve deals with those, with the employees on a regular basis. I've only dealt with them on very few occasions.
Q Okay. And who is Ross?
A Ross was an employee on the -- either in the office receiving faxes or on the train, I've seen him in both places.
Q Okay. And is that different from dispatch?
A I have no idea.
Q You said dispatch and Ross, I was wondering if you were making a distinction or you just -- you're not sure?
A No. You call over there so he picks up the phone, you know, you don't really know who it is.
Q Okay.
A You send them a fax, they got your fax, they say I've got your fax. Or you say I want a drill, here's my fax and they say, well, you

FORD - MEYER (DIRECT EXAMINATION)

know, we can't do it.
Q All right.
A I don't know the full positions.
Q And I'm still trying to find out, are you making a distinction between the person who picks up the phone which you're referring to as dispatch and there's a separate person named Ross?
A Yes.
Q Okay. So you understand from -- and is that you, personally, that dealt with dispatch and Ross or was that Steve McCarthy?
A Steve McCarthy on a multiple daily basis.
Q Okay. And if Steve -- and if one of these people indicated that rail cars could be arranged to sit on the tracks or the railroad companies, other than Savannah Port Terminal Railroad, would you agree that you don't have any knowledge of either one of those people, either dispatch or Ross or anybody else at Savannah Port Terminal indicating that it wouldn't cost them any money to do that?
A Nothing was communicated to me.

FORD - MEYER (DIRECT EXAMINATION)

Q So nothing in the regard of the cost of having rail cars sit while they're waiting --
A Nothing.
Q -- to be delivered to you, okay. Who actually orders the rail cars that are then sent to you?
A Customers.
Q And the rail cars that are coming into your possession, when are they considered to be in your possession based upon the arrangement that you have with your customers? Are necessary in your possession and they're your product when they're on the rail cars or are they in your possession or and your product when they're actually delivered to your warehouse?
A They're in my possession and control at the warehouse.
Q Prior to that time, there's in the customer's possession, whoever's sending them to you?
A Yes. I would have to think that from my knowledge --
Q Okay.
A -- whoever's paying the freight bill.

FORD - MEYER (DIRECT EXAMINATION)

Q Let's ask it in regard to your knowledge right now, your knowledge is in terms of your responsibilities it hits the door of your warehouse?
A Correct.
Q And prior to that, you don't know if the rail car owns it or if there's some other transportation entity?
A Yes, sir.
Q Of it's the customer or who?
A Yes, sir.
Q You just know it's not your responsibility until it hits your door?
A Right.
Q And exactly how does your business work in that regard, if you could describe it for me, what is -- what is Capital Cargo's length -- link in this transportation of product?
A We are the freight handling entity for those customer and export shipments.
Q Okay. But you don't export it and handle that freight until it gets to your warehouse so they get the product to you through whatever arrangement and you handle it

FORD - MEYER (DIRECT EXAMINATION)

thereafter?
A Yes.
Q Okay . And so you actually -- do you actually, then, put it on a ship, is that what you do? Or a truck or whatever?
A No, we load containers and drop them off at the port for export loading.
Q Okay. And so in that sense, you use trucks to get them there to be dropped off is what happens?
A Yes.
Q So the rail cars bring your product -- bring the product in of your customers at the warehouse and you then load it on the trucks and you take to wherever it needs to be --
MR. BERRY: Drop the container, put it on a truck and take it to the port.
THE WITNESS: Yeah.
BY MR. FORD:
Q And in terms of customers sending product to you for subsequent shipping out, as you've just described, do the customers order all the product and you have no knowledge that

FORD - MEYER (DIRECT EXAMINATION)

it's coming in or do you have some control over that or how does it work?
A Some customers let us know when their runs are taking place at the mill of what they've ordered. Some customers just tell us they've got freight heading our way.
Q And what kind of heads up do you get in that regard, is it like twenty-four hours? Is it more like a week or two or what is it?
A In one customer that we have it's about a week and-a-half notice.
Q That would be the least? Because it sounded like that's what you were describing.
A That would be the greatest notice we get.
Q Greatest notice you get?
A Yes.
Q And what would be the least notice?
A Three days.
Q All right. And where would the bulk of your product fit in that range?
A The bulk is more likely in the ten day notice range.
Q And what was the practice of your

FORD - MEYER (DIRECT EXAMINATION)

business say for -- let's say for the last five years prior to your opening a new warehouse in regard to more product coming in than you could handle on a daily basis?
A Very seldom did that ever happen. We only have sixty thousand square feet. We only stuff so many containers a day. We work off of receiving nine rail cars a day.
Q What I'm trying to figure out --
A We don't bring in -- I'm sorry, we don't bring in more customers and what the space allotted can handle as far as rail traffic.
Q It sounds like by the nature of your customers that they generate X amount of o product and so your X amount of product typically stays the same?
A That's -- yes, sir.
Q All right. Is there a general nature to this product that you receive? Is it all generally one type of product or is it wide varieties of products or what?
A It's paper.
Q Paper?
A Yes, sir.

FORD - MEYER (DIRECT EXAMINATION)

Q And when you say paper, paper in what sense, you mean paper like in paper like my kids are going to take to school or is it a different type of --
A Different types of roll paper.
Q Okay. It's all roll paper?
A Yes, sir.
Q Now, you've made an accusation or allegation in this case that Savannah Port Terminal Railroad has other customers and that that was a contributing cause or the cause for not getting your three deliveries per day to you that resulted in the demurrage claims in this case, what's the basis for that assertion in this case?
A I saw a all the engines going off and being in different places at different times and when I called the office back to see if we got our drill the answer was no and I'd see that orange engine going across Highway 25 heading towards the CSX with -- you know, the rail crews that's usually at our warehouse delivers rail cars.
Q So other than the fact you saw other

engines, you don't have any other factual basis for making that assertion?
A No. But the fact I saw their engines and I didn't get any service is how I concluded that that's what was going on.
Q The -- it appears from a review of the demurrage charges that a substantial portion of the demurrage charges occurred in the February March and April time frame of 2005, would you agree with that?
A Yes.
Q In the February March and April time frame, did you, you being Capital Cargo, receive less than three deliveries a day during that time frame that led to the demurrage charges, in your opinion?
A Yes.
Q Did you personally ever contact Savannah Port Terminal or was that something that Steve McCarthy normally handles and right now I'm taking about on the telephone to call and see what was going on?
A Yes, I personally did on several occasions.

Q And when you would call, what would -- what were you told?
A We can't get to you now, we'll get to you when we can. We're busy, leave us alone.
Q Okay. Did you ever understand why they were busy?
A Didn't care. I needed freight unloaded.
Q I understand that but I'm trying to --
A No, I did not, did not, did not.
Q Okay. So as you sit here today, you have no idea what was going on at the port in February, March and April that led to Savannah Port Terminal being busier or do you have some idea, as you sit here today?
A I have some idea from what I saw.
Q Okay. And what is that?
A Is that crews and trains that were normally -- crews and engines that were normally there at the port that we you saw on a regular basis to serve us and other port customers were heading off port and we were not getting our service.
Q Okay.

A And that's what prompted phone calls to the office.
Q Was the port itself busier during that time frame in terms of rail traffic?
A I don't have any idea.
Q So if somebody came in and said was it busier, you wouldn't know one way or another?
A That's correct.
MR. BERRY: I don't want to break your train of thought but you'd sent me a letter yesterday, late yesterday afternoon and Kenny did call in and get some numbers for rails cars that were delivered for the three years, I think.
MR. FORD: Okay.
MR. BERRY: So 03, 04 and 05, so I'm not telling you when to do it.
MR. FORD: Okay.
MR. BERRY: But I'm just telling you we've got some information.
MR. FORD: Okay.
BY MR. FORD:
Q Was any of your product line that you were shipping, effected in February, March and

April in any way, increase, decrease, stay the same?
A It's the same. And actually it decreased from the previous year. No, is that right?
Q Would that be for the time frame --
A I'd have to -- I've written so many things down. I've got my notes there.
Q Okay.
A If you'd like for me to look at my notes I can tell you.
Q I will in one second but let me finish this line of questioning.
A Okay.
Q You've already indicated you weren't getting as many delivers in February March and April as you were accustomed to?
A That's correct.
Q All right. So by definition, you didn't have as much product coming through to generate as much money, would that be fair?
A No.
MR. BERRY: You didn't work as many cars?

FORD - MEYER (DIRECT EXAMINATION)
BY MR. FORD:
Q Not you didn't work as many cars, you just --
A No, no, I might have misunderstood you.
Q Okay.
A I was taking it as you saying not as many deliveries. I was -- I understood that to mean to the warehouse, delivering cargo to the warehouse.
Q That's correct, that's what I'm asking right now.
A Okay. We were not getting our three trips a day --
Q Right.
A -- during that time frame but our export shipments were on par with what the first quarter of the previous years have been.
Q Okay.
A So I don't know how -- if they gets us to where we need to be.
Q How was it on par in terms of what you were exporting if you're not getting much product through your rail house?
A The rail cars weren't being delivered

FORD - MEYER (DIRECT EXAMINATION)
to me to.
MR. BERRY: He's talking export. You mean incoming?
THE WITNESS: Incoming.
MR. BERRY: He's talking about incoming, he's using the word export to describe product that's incoming.
MR. FORD: Yeah.
THE WITNESS: I'm sorry, sorry about that.
BY MR. FORD:
Q All right, let me try again. When you were exporting this product that you were actually importing --
A Well, the dues weren't paid so I couldn't have imported it.
MR. BERRY: If you'd let me him turn to his notes he can just give you this information, we can move on.
BY MR. FORD:
Q When you where using the word exporting a moment ago you were referring to product that is coming into your warehouse, is that right?
A That's right.

FORD - MEYER (DIRECT EXAMINATION)
Q Okay.
A It's destined for the export market to go overseas outbound laden cargo.
Q Okay. So when you said that the amount of product that you were exporting stayed the same, you meant that the amount of product that is coming through the terminal on the rail cars to your warehouse remained the same from the first quarter in 2004 as compared to the first quarter in 2005?
A Correct.
Q Yet, the product that was going through your warehouse was lessened because you weren't receiving as many deliveries?
A Correct.
Q And how is that you figure out how much product is coming through on an export basis and coming to your warehouse since it wasn't actually delivered? In other words, what documents or information do you have at your business that allows you to determine that?
A We have four or five different ways that we track the freight. The first way is out of certain mills we get a memo, bill of lading,

FORD - MEYER (DIRECT EXAMINATION)
which tell us who the customer is in the rail car, the rail car ID number, the order number and the type of product in it and approximately eighty percent of our freight comes out of the Augusta mill of International Paper out of Nixon, Georgia, the interchange at Nixon.
The second item we get ask a cargo arrival notice from Norfolk Southern that will tell us which cars are heading our way. We jot that down on a form.
The third notice we get is a notification of cars arrived on the terminal, provided, now, through the internet as a function of railway. So we keep track of rail cars coming, the day they leave and the day they hit the port authority tracks.
Q Do you -- do you use any carriers other than Norfolk Southern, like do you ever use CSX or?
A There are CSX cars but it's about a three or four percent.
Q And on your bills of lading, do you get bills of lading from other customers other than from Augusta, Georgia?

FORD - MEYER (DIRECT EXAMINATION)

A Yes, we do.

Q All right. Do you get bills of lading from -- would bills of lading account for a hundred percent of your products? In other words, can you track a hundred percent of your product from your bills of lading or is there a customer for two that's missing on that?

A There are some customers missing but they give us -- the customer provides us with the rail car ID number and whether or not it's going to be on an NS or CSX so we do have the notification. It might only be three or four days ahead of time but we do have it prior to it hitting the port authority tracks.

Q Okay. So, if, I, for example, wanted to track your business from the first quarter of 2004 and compare it to the first quarter of 2005 in terms of what traffic, freight traffic is coming your way, that would be substantiated by the bills of lading or the notification that you received if no bill of lading?

MR. BERRY: Or the records --

THE WITNESS: Your customer.

MR. BERRY: -- that have been

FORD - MEYER (DIRECT EXAMINATION)

produced by Rail Link in this lawsuit which is the highest and best of it is what came on the property.

THE WITNESS: They get -- well, that -- I'm sorry, they get paid by each rail car.

BY MR. FORD:

Q I understand.

A I'd have to think they'd want to know how many rail cars they're handling.

Q I understand that.

A And that's how we gathered the information to come back to this point.

Q Who actually receives the bill of lading and notification?

A It goes to Steve and Jamie at my office, that's their section that they handle.

MR. BERRY: Jamie's last name has been identified in discovery but I don't think he's given it to you here in this deposition.

BY MR. FORD:

Q That was my next question because it's not Mike or Ladsen so who is Jamie?

FORD - MEYER (DIRECT EXAMINATION)

A Jamie is Steve's assistant. She handles the computer data of role IDs in and out of the system.

Q And what is Jamie's last name?

A Don't ask me that.

MR. BERRY: You don't know Jamie's last name?

THE WITNESS: I knew it yesterday. I knew it until he asked me. Jamie, what's Jamie's last -- I want to say Gibson but that's not it. I went to school with Jamie Gibson. Jamie Hair.

MR. BERRY: There you go.

BY MR. FORD:

Q H-a-i-r?

A Yes, that's correct and I apologize for that.

Q Is Jamie the person that you spoke to to receive an update on the comparison of the product?

A Yes, sir.

Q Okay. And you have indicated that you have some notes on that for the comparison of the first quarter to the second -- to the first

FORD - MEYER (DIRECT EXAMINATION)

quarter 2004 to the first quarter 2005?

A That's correct.

Q What is that information?

A We went back as far as 2003.

Q Okay.

A And the 2003, first quarter we worked 569 rail cars. 2004 we worked 502. In 2005 we worked 551.

Q And when you say worked, that means unloaded?

A Unloaded.

Q And did you get a comparison of the rail cars that were available and could have been unloaded based upon the bills of lading and the notifications?

A No, we didn't. I don't believe that we did. Since I didn't see compile the report I can't tell you that. I don't know where they stopped. If they stopped about on when it was released or if they stopped calculating the number of cars on the date they hit the track so I don't have an answer. I don't know.

Q Based upon your testimony here today, the number of cars unloaded should have actually

FORD - MEYER (DIRECT EXAMINATION)

been more because you weren't getting sufficient number of delivers based upon your position in this case, is that right?

A I don't know whether or not they calculated those cars from the day they hit the track or the date that they were released so I don't --

Q You don't know if it's based upon the bills of lading and notifications or the cars unloaded?

A Yes, sir. I'm not sure what the cut off point was but, you know. I don't know the criteria that they used when I said, okay, I need these.

MR. BERRY: When -- we can -- when we take a break we can --

THE WITNESS: Yeah. I can call and find out what their criteria was.

BY MR. FORD:

Q Okay. From a notification standpoint and bill of lading standpoint, if you're trying to calculate an actual time frame your delivery from that notification is actually going to occur anywhere from three to days, if I remember

FORD - MEYER (DIRECT EXAMINATION)

your testimony correctly, to eleven days later when it actually will hit your warehouse, is that right?

A The majority of our freight comes out of the Augusta mill, which is a three day transit time to --

Q Okay.

A -- the stated -- the GPA tracks.

Q But I also thought they gave you --

A We get a -- if one of our customer gives us a production run prior to it being produced.

Q That's what I thought.

A And that is our notification that we know we're going to look for X number of tons and we divide that by seventy-two tons per rail car, gives us the approximate number of rail cars we know that we're looking for off of that particular run.

Q In Jacksonville we hold them hostage but if you need to go to the bathroom or anything I understand they let you do that.

A No, I'm fine, thanks.

Q Now, when you get your three

FORD - MEYER (DIRECT EXAMINATION)

deliveries, per day, is it your understanding that the nine rail cars are typically there waiting to be delivered and the delivery of three at a time is based upon the availability of your three car track?

A Yes.

Q Okay. So I take it there would be no reason, that you're aware of, that if Savannah Port Terminal Railroad could deliver all nine rail cars at one time because you had a nine car track and that they couldn't accomplish that on one delivery, is that right?

A I don't know.

Q I'm asking you if you know of any reason.

A I can't --

Q You seemed to be confirming that but you're saying I don't know as if you can't answer the question. You can answer the question, I'm asking you if you know of any reason why they wouldn't be able to deliver nine cars at a time?

A I don't know of any reason, no.

Q Okay. And during the time that you

FORD - MEYER (DIRECT EXAMINATION)

were not getting your three deliveries, per day, would you agree that you continued to work normal operating hours?

A No.

Q Okay. You -- what changed?

A We sat down with Rail Link. Jim Bulone was in our office. Mr. Eason was in our office, another gentleman from Savannah, his name eludes me right now, was in the office. We offered to come in early and work around their heavy traffic flow patterns. We offered to stay late. We offered to run a split shift to be able to get the nine cars a day and nothing was able to be worked out with any type of consistency.

Q And who told you they had heavy traffic?

A Jim Bulone -- no, no Mr. Eason did. Mr. Eason told me that there are certain times when they have to makeup the container, flat car train where it's impossible for them to be anywhere else. And I said, well, that's fine. We can come in at six in the morning and give us a drill, you know, it only takes us two hours. Just open the doors, work the cars and push them

FORD - MEYER (DIRECT EXAMINATION)

out.

Q When you arranged for Norfolk Southern to haul some of the car -- rail cars away that were incurring demurrage, I believe you've already testified they were hauled to the new facility at 175 Brampton, is that right?

A Yes, sir.

Q Who actually arranged that from Capital Cargo?

A That was a phone call made by Steve McCarthy and followed up by me.

Q Okay. So both of you were involved in the process?

A I was -- I had a small involvement.

Q Okay. What was your small involvement?

A A single follow-up phone call because --

Q To make sure they were going to do it?

A Well, they were meeting opposition. The -- I guess it's the CO office of Norfolk Southern Atlanta was having a hard time getting the cars from the port.

Q A hard time in what sense? You mean arranging it through Norfolk Southern, are you

FORD - MEYER (DIRECT EXAMINATION)

indicating that they --

A They --

Q Hang on, let me finish the question, are you indicating that Norfolk Southern seemed to be indicating they were getting resistance from Savannah Port Terminal Railroad?

A What was relayed to me was that the -- I guess the reverse bill of lading or they had to sign bill of ladings back over, to the railroad, it's a railroad thing and I'm not real positive about, but that was being held up so they could not come in and redeliver the cars. There were some paperwork --

Q Okay.

A -- that wasn't going through and that's the extent of --

Q But it was a paperwork issue as opposed to a desire issue, that's what I'm trying to figure out or you don't know?

A I don't know, I don't know.

Q Okay. So you're not giving any testimony that Savannah Port terminal railroad said, no, we're not going to do that and that's why they -- Norfolk Southern couldn't do it, you

FORD - MEYER (DIRECT EXAMINATION)

don't know one way or another?

A I don't know one way or the other for firsthand.

Q All right. And the bill of ladings, obviously that I'm assuming you do know about indicated who's responsible for the -- for what's being hauled?

A Right, yes.

Q I asked you a little bit ago about other customers at the port and what was going on with relation to traffic and you indicated you don't really didn't really know anything about that in terms of February, March or April. Would it also be true that you aren't aware of any of the particulars with relation to the amount of rail traffic necessary to service those other customers at the port?

MR. BERRY: I'm sorry, I didn't understand that question.

BY MR. FORD:

Q *You indicated, earlier in your* testimony, that you really didn't know anything about what was going on in the port and how busy it was February, March and April.

FORD - MEYER (DIRECT EXAMINATION)

I'm now asking you, would it also be true that you don't know what amount of rail traffic is necessary for the other customers at the port?

A That's true.

Q Now, if -- do you understand, in this lawsuit, that Savannah Port Terminal Railroad has to deliver to all of the customers at the port?

A Yes.

Q Do you have any knowledge of the number of or customers at the port has changed?

MR. BERRY: Over what period of time?

BY MR. FORD:

Q And actually I'm referring to the number of customers?

MR. BERRY: Over what period of time?

MR. FORD: Any period of time.

MR. BERRY: Okay.

THE WITNESS: I don't have any knowledge that the number of customers in the port area has changed.

FORD - MEYER (DIRECT EXAMINATION)
BY MR. FORD:
Q All right. And I asked you, earlier, questions about whether or not you were obligated to receive your three deliveries, regardless of the traffic, at the port and you indicated you were entitled to that, is that right?
A Entitled to not -- I mean we're mixing words here.
Q Okay. Let me say it again.
A You want to say obligation.
Q Let me say it again. You earlier indicated that you thought you were entitled to three delivers per day no matter what, regardless of the traffic at the port, is that right?
MR. BERRY: That question's been asked and answered and it's not necessary to repeat what he previously testified to to get your question asked and answered that you have now.
MR. FORD: Unbelievably it is in a series of questions, so, let me phrase --

FORD - MEYER (DIRECT EXAMINATION)
MR. BERRY: I'm going to object to you --
MR. FORD: Okay.
MR. BERRY: Mischaracterizing previous testimony which you're not anymore capable of remembering verbatim than he is.
MR. FORD: All right. It's a concept.
BY MR. FORD:
Q Let's do it again, are you -- is it your position, in this lawsuit, that you're entitled to three delivers per day, regardless of the amount of traffic at the port with the other customers?
A Yes.
Q Okay. And if everybody, all of the customers at the port have additional cargo and rail cars that come in such that is physically impossible to make all of the delivers in one day that would normally be met, are you blaming that -- would you blame that scenario on Savannah Port Terminal Railroad?
MR. BERRY: If you know.

FORD - MEYER (DIRECT EXAMINATION)
THE WITNESS: I couldn't run my business that way.
I don't know how they run a railroad but I could not operate my warehouse that way.
If I had increased traffic I'd have to hire more people, buy forklifts and get things done. I can't assume what -- what's going on there.
BY MR. FORD:
Q Okay. But my question was premised on it being physically impossible to deliver all the rail traffic that day?
A I don't know what their physical limitations are.
Q I'm asking you to assume that there are physical limitations in my hypothetical.
A I'd rather not.
MR. BERRY: He's seeing is -- you're asking him to assume facts that are not only in the record but that are inconsistent with his visual observations which are that the resources that this railroad has are

FORD - MEYER (DIRECT EXAMINATION)
being spread thinner rather than being increased in response to any increased traffic coming in at the port, so he's having a problem dealing with your hypothetical.
MR. FORD: I understand that.
MR. BERRY: All right.
MR. FORD: We'll find out shortly what our position is.
MR. BERRY: Right.
MR. FORD: As opposed to --
MR. BERRY: But he hasn't had --
MR. FORD: -- the rail engines on the highway.
MR. BERRY: But he hasn't had to listen to -- he hadn't had the benefit of learning all this wisdom and so you can only ask him what he knows.
MR. FORD: I am. I'm trying to get a hypothetical. I'm exploring the extent of his position because he's saying, regardless of the circumstances, we're obligated to give him three deliveries per day.

FORD - MEYER (DIRECT EXAMINATION)

MR. BERRY: And he's said it three times.

BY MR. FORD:

Q Let me ask it again. On my hypothetical, I'm asking you to assume that enough rail traffic comes in on one day but is it physically impossible, based upon the number of rail lines and the amount of rail cars to deliver all of the rail cars in one day, in that circumstance, would you blame Savannah Port Terminal Railroad for not getting your three deliveries that day?

A Yes.

MR. BERRY: Furthermore, would you be upset if they charged demurrage for their failure to do it?

THE WITNESS: Yes.

MR. BERRY: Just so we get on point.

BY MR. FORD:

Q In terms of not being able to receive your three delivers per pay, do you perceive your three car short track to be a contributing factor, at all, to that situation since -- if

FORD - MEYER (DIRECT EXAMINATION)

you had a nine car track Savannah Port Terminal Railroad to deliver all nine of your cars in one visit?

MR. BERRY: Let me object. Whoah, let me object to that question. You're making an assumption that the railroad would deliver nine cars if the track could hold nine cars and that hadn't ever been proven other than for you to say it.

MR. FORD: And it never will because you don't have a nine car track so we won't ever be able to prove it.

MR. BERRY: So it looks like we're never going to have an agreement on that.

BY MR. FORD:

Q Stand by my question, could you answer my question, please.

A Who do you call it a short track? In ten and-a-half years that's been never called a short track until you mosey into the situation. It's a sixty thousand square foot warehouse.

Q Because in ten and-a-half years you

FORD - MEYER (DIRECT EXAMINATION)

never failed to pay a hundred and fifty thousand dollar bill and then sued us so we've got a lot of unique circumstances which have led to my ability to ask you questions and you --

A But it's not a short track.

Q In the sense that they can't deliver nine cars at one time and that you want three deliveries.

MR. BERRY: I'm not sure what kind of sense that is.

MR. FORD: It is what it is.

THE WITNESS: Yeah. I mean it's a track that services the warehouse that I leased from the GPA being told that I'd be able to get three to four drills per day, drills being trips delivering rail cars.

BY MR. FORD:

Q I understand that.

A At X number of dollars per square foot to be able to have a business that was profitable that relies upon the rail service.

Q I understand that.

A It's not a short track. It's a rail

FORD - MEYER (DIRECT EXAMINATION)

service to a sixty thousand square foot building, sixty thousand square feet. It's not five hundred thousand like the GPA has over at their old K-Mart warehouse.

Q Let me ask the question, again, is the size of your track and the fact that it only fits three cars at one time which prevents the delivery of nine cars, does that contribute, at all, to the problem in your mind?

A No, deliver the nine cars, I don't care. I can only work three of them then come back and push the other six in, I'll work three of those and then come back, push the other three in. You guys can't even deliver three. What about the nine. Give me a minute, excuse me.

(Whereupon, a short break was taken.)

BY MR. FORD:

Q We've I believe already established in your earlier testimony that the representation that you would get three deliveries per day was made to you orally before you had the lease assigned to you, is that right?

FORD - MEYER (DIRECT EXAMINATION)

A Yes, sir, that's correct.
Q Who made that oral representation to you?
A Mr. Floyd Harbin.
Q Okay. And did you ever get that in writing from anyone from the GPA?
A No, I did not.
Q Okay. So as you sit here today you still don't have it in writing?
A No, I do not.
Q And you also don't have, in writing, any specific delivery times that you -- that would support your position as to when you're entitled to receive deliveries?
MR. BERRY: In writing.
THE WITNESS: In writing, no.
BY MR. FORD:
Q Okay. And what would those times be that are not in writing that you say you're obligated to receive three deliveries?
MR. BERRY: Entitled, this is just a Freudian thing at this point.
BY MR. FORD:
Q It's basically to bug the hell out of

FORD - MEYER (DIRECT EXAMINATION)

you.
A For ten and-a-half years or ten years we typically worked off of the notification agreement that there were no set times for deliveries throughout the say.
Q Okay.
A They would get us cars for the first thing in the morning either the night before, we would work then. As we opened the door and start working the door of the second car we send that notification of we'll be ready at this time, please pull and redeliver the next three cars, the next three oldest cars, so there was always pretty much a standing order that two hours after you drop off, we're going to be ready and if we need to work late a little bit we work late. We've stayed late working on waiting drills that never ever materialized so we were flexible enough to want to work around because the nine cars a day is such an important number.
Q And so in answer to my question is the answer that there are no specific times that Savannah Port Terminal Railroad is obligated to

FORD - MEYER (DIRECT EXAMINATION)

provide the three deliveries as long as they get three deliveries there?
A That's correct.
Q And how much notice are you obligated to give them, in your mind, even though it's not writing so that they have sufficient time to get the three deliveries to your, regardless of what's going on with their business?
A In my mind we have been constantly working off of a two hour window with notification as soon as we get into the doorway of the second rail car.
Q Now, you indicated you saw rail cars or engines I believe hauling other cars that were not headed towards the port, is that right?
A No, that's not correct. I saw engines crossing the road leaving the port.
Q Where, crossing --
A With engine crews.
Q Crossing where?
A Crossing Highway 25 and Highway 21.
Q And when you say they were leaving the port, what is it about their leaving the port that would lead you to believe that there's

FORD - MEYER (DIRECT EXAMINATION)

other customers being serviced by Savannah Port Terminal Railroad?
A Because on more than one occasion I would be leaving the port authority, you know, a matter of time later, whether it's an hour and-a-half, two hours later, I'd see that same engine coming back with freight.
Q Into the port?
A Into the port. So it left -- the engine and crew left the port and went about to do whatever it did.
Q Okay.
A And then sometime later the engine and cars would come back into the port. So in my eyes, I've seen, okay, that engine left empty, it came back loaded. The port stops here and it's somewhere over here.
Q Okay. And maybe it's just me but wouldn't they leave the port with your empty cars and come back with full cars?
A No.
Q Why not?
A Norfolk Southern, where the majority of our cars come from delivered directly to the GPA

FORD - MEYER (DIRECT EXAMINATION)

at their facility on their tracks. And CSX cars, until recently, were delivered by the CSX train to the GPA on their tracks.

Q Okay. And when you saw these engines, you saw the colors painted were Rail Link, is that what you're saying?

A Yes, with the logo on the side of the engine.

Q And is there anything, in your mind, that would prevent oris there anything about the scenarios that you observed, i.e. the rail cars coming across the highways that you observed going with empty cars in one direction and full cars with other direction --

MR. BERRY: No cars in one direction, cars in the other direction.

THE WITNESS: Yeah. I didn't witness them taking cars off the port. I only witnessed empty engines leaving the port and coming back with rail cars so.

BY MR. FORD:

Q Okay, I got ya. So if we're going to get into verbiage that the engines weren't

FORD - MEYER (DIRECT EXAMINATION)

empty, they weren't carrying any cars?

A They had people on them, yes.

Q Okay.

A Same people that I'd usually see at the warehouse.

Q All right. So is there anything about where you saw these engines or -- strike that.

Is there anything about the personal observations that you've described of Rail Link engines going in certain directions that would be contrary to Savannah Port Terminal Railroad's position in this case that they do have other customers on other lines handled completely separately from port business?

MR. BERRY: First of all, that possession has never been stated in writing, to my knowledge, and I've been watching very carefully for that position to materialize. All I've been told is that this witness will explain all of this to me later on today.

MR. FORD: Let him answer the question. I can't always control the

FORD - MEYER (DIRECT EXAMINATION)

order the witnesses have gone so I don't --

MR BERRY: But you can control the written discovery information.

MR. FORD: You're right.

MR. BERRY: Which you've objected to producing because you've said it was irrelevant.

MR. FORD: But I do get to ask the questions as if that's our position so --

MR. BERRY: No, I can --

BY MR. FORD:

Q Let me ask the question. You can answer.

A I don't know the relationship between Rail Link and SPTR.

Q Okay.

A I know that the orange engines deliver freight to my warehouse that I lease from the GPA with guys with hardhats and red suits --

Q Okay.

A -- and green stripes on them.

Q Is there anything wrong with them

FORD - MEYER (DIRECT EXAMINATION)

wearing those same suits and same outfits and using different trains to service other customers on separate lines?

A Not as long as I get my three drills a day, no.

Q Well, your argument is is that they've got new customers and they're not servicing your warehouse because they've got these new customers and so I'm trying to find out if what I just described changes your opinion, in any way, that there are new customers, as you've alleged, are preventing you from getting your three deliveries.

MR. BERRY: This witness has been asked and answered the question. He has simply said that the train that he sees leaving the port cannot simultaneously be at his warehouse, that's as far as he can take it. The train can't be in two places at the same time.

BY MR. FORD:

Q Do you have any reason to believe that it's the same train?

FORD - MEYER (DIRECT EXAMINATION)

A Yeah. They have 1001 and 1003 are those trains that I saw, was the engine that I saw going across the track.

Q So there's two different --

A They now have purchased and I don't know when and I don't really care but they had purchased the old sugar refinery train which is in service now, so 1001 is on the port and 1003 is on the port sitting idle.

Q Well, are you taking the position in this case that the same train that services you is servicing other customers and that's what's causing the lack of three delivers per day, on occasion?

MR. BERRY: At what point in time?

BY MR. FORD:

Q At any point?

MR. BERRY: He just told you that they purchased a train from the sugar refinery.

BY MR. FORD:

Q At any point in time that have to do with these demurrage charges and your claim back against the SPTR?

FORD - MEYER (DIRECT EXAMINATION)

A Yes. That's the assumption that I've got to work off of with --

Q Okay.

A -- regard to not being able to get the rail cars delivered to us on a daily basis that we were always getting.

Q Okay. So it's an assumption on your part?

A It's a assumption as far as I saw with my eyes.

Q All right.

A And I called my office and they said, no, we still haven't gotten our ten o'clock drill and here it is one o'clock in the afternoon.

Q Okay. Well, nobody -- I'm just trying to establish whether or not it's an assumption or not?

A Yeah.

Q Because nobody's disputing --

MR. BERRY: He --

BY MR. FORD:

Q Let me finish the question, Ron, don't interrupt. Nobody's disputing that you saw the

FORD - MEYER (DIRECT EXAMINATION)

train, what we're disputing is here whether or not there's the same train is being used to take away service from you, do you have any reason to believe that it's the exact same train and that that's what caused the lack of service to you other than your personal observation you saw this train in a different location?

MR. BERRY: He has told you, specifically, that he identified that train as being the same train that made delivers to his warehouse.

MR. FORD: All right. He's also identified another train.

MR. BERRY: Later.

MR. FORD: He's used, also --

THE WITNESS: Which was purchased at a later date from that viewing.

BY MR. FORD:

Q Are you talking about 1001 and 1003 or are you talking about --

A No.

Q -- still another train?

A Was it 1500 is your sugar refinery engine number?

FORD - MEYER (DIRECT EXAMINATION)

MR. JASPER: I'm not sure what you're -- the sugar refinery, I'm not sure what that --

THE WITNESS: I'm sorry, it's the white one that got the Dixie Crystals. It's got the Dixie Crystal logo on one of the sides.

BY MR. FORD:

Q Well, let's do this, when we take his deposition --

A Yeah, that's fine.

Q Are you saying there's two trains, one with 1001 and one with 1003?

A Yes, sir, that's correct.

Q Okay.

MR. BERRY: Those are orange. Both of those are orange is my understanding.

THE WITNESS: Yes.

BY MR. FORD:

Q Can you identify any of the same people that were on the same trains you used in the trains that came to your warehouse?

A One person that comes to mind in this

FORD - MEYER (DIRECT EXAMINATION)

Ross guy because I had met him.

Q Right.

A From time to time, actually face to face. The other individuals I would see as they would couple and uncouple cars in the warehouse on the occasion that I was actually at the unloading dock at the time that the drill came in. I did not have a --

Q Okay.

A -- day-to-day one-on-one relationship with any of the rail persons.

Q So you're saying you personally observed this Ross guy on these trains at the highways?

A Yes.

Q That you're referring to, and you've seen him at your warehouse?

A Yes, sir.

Q Okay.

A For some reason the last name Griffith is sticking in my head that that might be his last name, I'm not positive.

Q Are there any other railroad operations in your mind that should be considered by the

FORD - MEYER (DIRECT EXAMINATION)

Savannah Port Terminal Railroad in deciding whether or not that they should responsible to either your second delivery or your third delivery of the day?

A Can you repeat that?

Q Yes. Are there any other railroad operations that, in your mind, should be considered by the Savannah Port Terminal Railroad in deciding whether or not to provide your second or third delivery of the day that would prevent the lease from being breached, in your mind?

A I'm not into telling a railroad, you know, how to run themselves. I don't know what other operations they would come to outside of servicing the customer, which I am a customer of them.

MR. BERRY: To the extent that it calls for a legal conclusion as to what the obligations of SPTR are under it's easement agreement with the port he lack qualifications to render legal opinions.

BY MR. FORD:

FORD - MEYER (DIRECT EXAMINATION)

Q In regard to the issue of the -- in this case of your allegation that the trains are being held and were not being delivered, would you agree that the position of Savannah Port Terminal Railroad was that as to three railroad cars that you would need to pay the outstanding demurrage charges on those three cars as you went on a three in three out basis?

MR. BERRY: This is the thirty cars, Kenny.

THE WITNESS: Okay.

MR. BERRY: Okay. Are you with us?

THE WITNESS: Yeah. The word engine threw me off.

MR. BERRY: Okay. He wants to know if you understood that the railroad said if you paid the demurrage on a car by car basis that they would release those thirty cars as they came in and the demurrage was paid.

THE WITNESS: Then I'd be paying for something I didn't owe.

MR. BERRY: The question is did

FORD - MEYER (DIRECT EXAMINATION)

you understand that?

BY MR. FORD:

Q I understand that's your position but I'm just trying to establish exactly what the -- what was being said by SPTR in relation to those rail cars, would you agree that that's what was being told to you, regardless of your position, that if you paid for the three cars as they're delivered and three out then we'll deliver three cars, then we'll deliver three more then we'll deliver three more, is that your understanding?

A After some days, yes.

Q Okay, all right. And you were also able to arrange to have the cars hauled away so they quit incurring demurrage charges, is that correct?

A That's correct.

Q And the backup of the rail cars that was resulting in the demurrage charges was, if I understand your position, as a result of you not getting your three deliveries per day?

A Correct.

Q Was there ever a time in that sequence, in the February, March and April time frame,

FORD - MEYER (DIRECT EXAMINATION)

that you had rail cars that were exceeding nine cars per day so that you actually needed more than three delivers per day?

A Yes, in the month of February.

Q And what happened in the month of February?

A In the month of February we went back and recalculated the -- are you looking for what the demurrage charges are or would have been?

Q No.

A Or from an operational standpoint.

Q Operational standpoint. In February March or April, did you have more than three deliveries per day that were necessary based upon the product that was coming into your warehouse?

A During that time of that month only we had an over burden of rail cars that came in via CSX that were released unannounced from a papermill, so yes, we did.

Q Okay. And how many cars were released unannounced from a papermill through CSX?

A I believe that number, and I don't have the notes in front of me, is somewhere around

FORD - MEYER (DIRECT EXAMINATION)

thirty to thirty-five cars.

MR. BERRY: Just for your information and I'm not trying to interrupt you but this is Steve McCarthy's calculation for the month of February that gives you the exact identification for each car and the calculation of demurrage which results in about four thousand dollars worth of demurrage that we have always said that we would owe after we reviewed your client's records, okay.

So you've got dates, times, the whole nine yards and the calculation.

BY MR. FORD:

Q And on the thirty or on the thirty to thirty-five cars that were released unannounced, they all arrived on one day?

A No, sir. They were spread out over, probably over a five to six day period at the same time that we were receiving other traffic. Looking at the --

Q And the other traffic meaning your normal daily traffic of nine cars per day?

FORD - MEYER (DIRECT EXAMINATION)

A Yes, that would be coming in from Nixon.

MR. BERRY: By the way, Nixon doesn't necessarily come in at nine cars a day.

THE WITNESS: No, the bill only can produce eight cars of product a day so --

BY MR. FORD:

Q Okay. But you also said there were other clients that would typically makeup so you had nine cars per day, is that --

A Well, throughout a weekend, when the weekend deliveries come in we're going to average that out over the courses of five days based on a seven day delivery schedule.

Q Okay. And I'm trying to find out of a normal delivery schedule applied during the month of February, to your knowledge, and that these thirty to thirty-five cars were in addition to that?

A They were in addition to what our normal tonnages were.

Q Okay. And your normal tonnage would

FORD - MEYER (DIRECT EXAMINATION)

average out to nine cars per day?

A Based on a five day unloading period per week, that's correct, yes, sir.

Q And that's what we've been discussing this entire time?

A Right.

Q All right. And as you sit here today, is it the thirty to thirty-five cars that led and there -- and the fact that they couldn't be delivered in the normal schedule of three deliveries per day led to the demurrage charges in February?

A They attributed to it, yes.

MR. BERRY: You meant to say contributed to. You know, I'm an English major, I can't help myself.

BY MR. FORD:

Q Now, these thirty to thirty-five cars that were delivered unexpectedly on top of your normal deliveries that were required, three deliveries, per day, are you aware of whether or not SPTR had to pay for those rail cars while they sat at the terminal?

A No, sir, I'm not.

FORD - MEYER (DIRECT EXAMINATION)

Q Okay. So if they said they did have to pay for them, you wouldn't know one way or another, is that right?

A That's true, I would not know.

MR. BERRY: But I will say for the record that I've asked you to submit some proof on that subject and willfully lacking in that response so far.

BY MR. FORD:

Q The demurrage charges that you've -- that Steve McCarthy's calculated on the thirty, thirty-five cars in February of 2005 of this year, did that include this forty-eight hour grace period that you're referring that you used to operate under -- that you were used to operating under?

A Yes, sir.

Q Okay. Have you ever looked at the 1994 tariff rates and calculated the demurrage charges or has Mr. McCarthy?

A It's the same calculation, yes.

Q It's the exact same calculation?

A Yes, sir.

FORD - MEYER (DIRECT EXAMINATION)

Q Okay. And do you have any explanation for why -- so you're --

MR. BERRY: He's on the assumption of three trips.

MR. FORD: I'm sorry?

MR. BERRY: That analysis is built on the assumption that three delivers a day are met.

MR. FORD: Right.

MR. BERRY: Am I going to get a railroad calculation, a demurrage today while I'm in my bated breath anticipation?

(Whereupon, an off-the-record discussion was held.)

BY MR. FORD:

Q How was it that thirty to thirty-five cars were delivered to -- unannounced? And when I ask that I mean, other than the obvious, I mean where did the system go wrong that you didn't receive a notice beforehand?

A The mill found -- I have had to assume, make an assumption, the mill found an opportunity to produce that freight earlier,

FORD - MEYER (DIRECT EXAMINATION)

never informed the customer so the rail cars were showing up on a pre-list check and they didn't match anything that we had. So we started calling some of the customers, this freight was destined to be delivered later on.

Q All right. Did -- how long did it take to clear out the thirty to thirty-five cars based on the deliveries that you were receiving?

A I'm not a hundred percent positive but I believe that it was over a seven to eight working day period.

MR. BERRY: This is what it actually took, not -- we're not under the three trip a day assumption, correct?

MR. FORD: Right. I'm asking him how long did it take to --

MR. BERRY: It actually took.

THE WITNESS: And it might be a little bit longer but I don't have those records in front of me and I don't --

BY MR. FORD:

Q So how many -- well now I'm getting a

FORD - MEYER (DIRECT EXAMINATION)

little confused, how is it that you're claiming in February that you didn't get your three deliveries, yet they were able to clear out the thirty to thirty-five cars within seven to eight days even though you weren't getting your three deliveries and there's now extra cars on top of your normal traffic?

A Saturday we get three cars dropped on a Friday night, three cars are picked up on a Sunday night when the crew comes back in.

Q So they were giving you extra deliveries?

A No, we were just coming in on a Saturday, pay the guys overtime to strip those rail cars to get them off the track.

Q That wouldn't clear out the cars because they're only getting so many deliveries, there's not cars there, so your answer still doesn't make any sense to me.

A Thirty-five cars on the track, nine cars a day.

Q Okay.

A You have another fifteen cars coming in. We're still working nine cars a day.

FORD - MEYER (DIRECT EXAMINATION)

Q What's the -- another fifteen cars coming in, what do you mean?

A Off of our regular run. You're not in a position that -- I'm looking at it from one side of -- and you're definitely looking at it from another.

Q Let me ask a question.

A We come in on Saturday.

Q All right.

A And the cars that we requested be setup at any time Friday night, any time Friday night and f they would set those cars up we would tell them ahead of time, we'll bring a crew in on Saturday to work those three cars and we will issue a pull order when we finish those three cars.

Q All right. Well, let me stop there because now, so on Friday did you get three delivers or four deliveries with this now extra --

A I'd have to go back --

Q -- Friday night?

A It might have been the -- I don't know. I'd have to go back to the original pull slips

FORD - MEYER (DIRECT EXAMINATION)

and delivery tickets and when we requested it and how many for each day.

Q Well, let me walk it through with you conceptually because I'm not sure I understand your position.

A Okay.

Q We've already established, in the deposition, under oath, that to your knowledge in February you were getting your normal traffic of nine rail cars per day, correct?

A Right.

Q On top of that, you all of a sudden, let's just for argument sake, well you said it was thirty to thirty-five cars came unannounced, you're not sure of the exact number, correct, in February?

A Correct.

Q All right. Now, you've got thirty to thirty-five car and those have to be delivered on top of the normal nine cars per day and you've testified here, under oath, that they were cleared out within seven to eight working days.

You've also testified under oath, here

FORD - MEYER (DIRECT EXAMINATION)

today, that you weren't getting your normal three deliveries per day and that your gripe. What I'm trying to find out is and what I would like you to answer now is how is it that if you weren't getting your three deliveries per day so you didn't get your nine cars per day and you've got thirty to thirty-five extra cars that got to be delivered, how is it that you cleared out these thirty to thirty-five extra cars in seven to eight working days when you weren't even getting your three deliveries per day?

A If you had told me that you were going to go down that road I would have had my paperwork in front of me and told you exactly what day which car showed up, when those other cars showed up, how many cars we worked that day, how late we worked that date, from then on, and it could be done by day-by-day basis on the actuality and not the assumed.

Q Okay. But what I'm getting confused about is why were -- let me finish my question, why working harder would clear the cars out if they're not actually being delivered there's nothing to work harder on, if I understand your

FORD - MEYER (DIRECT EXAMINATION)

testimony correctly?

A You have made the assumption there's nine cars a day, we've asked for nine cars to be delivered a day throughout the productivity and production from Nixon and the other mills there might be a day or two days or three days where we don't have any rail cars coming in.

Q Right.

A It could be that Norfolk Southern is holding them or there's no room on the track at SAPT or SPT or SPTA or whatever the heck it is and that we still have cars there that are left over and we're working through the stock pile and then two days later fifteen cars come in.

Q So as you sit here --

A But without all of that information in front of me, I cannot tell you what happened on Monday, Tuesday, Wednesday, Thursday as being a hundred percent factual because I don't have the paperwork in front of me.

Q Okay. Were you aware that in your answers to interrogatories that you swore to that you said in January you had a relatively minimal demurrage bill of like two thousand

FORD - MEYER (DIRECT EXAMINATION)

dollars in change and that jumped up to like fifty thousand dollars in February, do you recall that?

A If it's in there, it's in there.

Q Well, I can show it to you.

A Okay.

Q I just -- conceptually I'm asking, do you recall that there was a big leak from January to February on the demurrage bill? Do you recall that as a concept? If you do not I'll show you the answer.

A I do not -- no, no, no, I don't.

Q Okay. Let me show you --

A It's in there? Well, heck you have the actual deliveries for February in there. We responded -- didn't we? We responded back with what you said you did and what actually happened based upon our paperwork so you -- you're in receipt of that.

Q I may be but I'm not giving testimony here today, I'm asking you the questions.

A Like I said, if you told me that's what you wanted I'd made sure that I had that information with me.

FORD - MEYER (DIRECT EXAMINATION)

MR. BERRY: What are you looking for? Our answers to interrogatories?

MR. FORD: I can't remember at some point there's a paragraph --

BY MR. FORD:

Q Under paragraph eleven of the verified complaint, verify complaint paragraph eleven, do you have that in front of you?

A Yes, I do.

Q It says in January 2005 Rail Link/SPTR charged $2,890 in demurrage. In February $50,400 was charged, do you recall that?

A I'm reading it, yes.

Q Okay. And I'm now asking you if you recall it because that's your verified complaint, do you recall that being one of your complaints in this case?

A Yes.

Q And that's the lawsuit that you filed against SPTR making these allegations, correct?

MR. BERRY: It would actually be Capital Cargo filed.

BY MR. FORD:

Q Okay. You authorized them filing it,

FORD - MEYER (DIRECT EXAMINATION)

correct?

A Yes.

Q You're the owner, correct?

A Correct.

Q And you verified the facts, correct?

A Yes.

Q And these facts are true, to the best of your knowledge, correct?

A Correct.

Q All right. Now, with regard to that $2,890 charged in January and then the large jump in February to $50,400, that's the same month when the thirty to thirty-five additional cars were delivered on top of your normal deliveries, right?

A That's when the additional cars were there. Whether we had the set number of cars at nine per day for the whole time I'd have to go back to my original answer where I would need the paperwork in front of me that shows me how many cars were delivered for the month of February, what day they came in and how many drills were done or how many deliveries were done.

FORD - MEYER (DIRECT EXAMINATION)

Q Okay.

A You know, you're dealing with papermills and customers and things of that nature where if you look at the average for the month, it can certainly all be there but is it there every single day, depends upon the delivering carrier and other factors.

Q Okay.

A So without that information I cannot give you an answer.

Q Did the additional thirty to thirty-five cars that were delivered unannounced, did that contribute to the increased demurrage charges, to your knowledge?

A That would have through the calculations that we performed here, it would have, yes, sir.

Q Okay. And whether or not you do the calculations according to SPTR or according to your math, whichever math you do, you would agree that the thirty to thirty-five cars contributed to the increased demurrage charges?

A Yes, for that month, yes, sir.

Q And in that month of February, do you

know whether or not, as you sit here today, based upon the verified complaint that you filed, if the lack of three delivers per days contributed to the demurrage charges in the month of February?

A From my recollection I'd have to go back to my paperwork.

Q Okay.

A I do not recall how many non-delivery days and cars we had.

Q Okay.

MR. BERRY: The short answer to that question is that this is a four thousand dollar demurrage bill if you make three delivers y'all charge $50,000.

MR. FORD: Right, that's based on --

MR. BERRY: So it makes a difference. That's your question.

THE WITNESS: That's based on real math.

MR. BERRY: No, no, no, your question was, would it make a

difference if the three delivers were made a day. That is what this piece of paper is. It's a if three deliveries had been made and there's four thousand dollars worth of demurrage, so the difference is fifty-one versus four.

BY MR. FORD:

Q Your verified complained also indicates by the year 2000 that you were disputing demurrage charges with SPTR, do you recall making that allegation? If you need to look at it you can.

A What paragraph is it?

Q Paragraph ten.

A Yes, sir, that's correct. I can't remember the gentleman we faxed the --

MR. BERRY: Well, we've got the exhibit.

THE WITNESS: Yeah, we do have that in there. Mr. Jenkins, yes.

BY MR. FORD:

Q Do you have the piece of paper that you were going off of in regard to how the demurrage charges should be calculated?

A I do not have it with me, no, sir it is at the office.

MR. BERRY: We're talking about the one page from GPA?

MR. FORD: Yes.

MR. BERRY: Back in the early days?

MR. FORD: Right.

THE WITNESS: Actually it's still on the wall in the office. No, I do not have it with me, no, sir.

BY MR. FORD:

Q Okay. Earlier when you referenced the 1994 tariff rates had been provided to you recently, let me show you if you could identify that as what you recently looked at that was provided to you and, again, I would represent, for record purposes, that that's the same document that I produced so you don't have to go through page by page?

MR. BERRY: We're not going to go line by line, we're just going to accept at face what you're telling us.

BY MR. FORD:

Q Correct. Is that the document you're referring to?

A Yes, yes.

(Whereupon, Defendant's Exhibit Number 2 was marked for identification.)

BY MR. FORD:

Q Now, you are claiming that Capital Cargo was damaged from not receiving three deliveries per day, is that right?

A Correct.

Q So this obligation that is not in writing that you received verbally back in 1995 you are now saying that Savannah Port Terminal Railroad has somehow damaged you by not complying with that verbal representation made by GPA, is that right?

A Yes.

Q And in not complying with the three deliveries per day, if you take out demurrage charges, in other words, just let's make those zero for the moment just for argument sake, what -- how is it that Capital Cargo has been damaged?

FORD - MEYER (DIRECT EXAMINATION)

A The non-delivery of those rail cars held up shipments to Asia where, in most cases, the first product to the market had a certain time, can gather the highest price.

Capital Cargo lost faith in it's customer and the possibility of that customer pulling out plus we had to roll bookings because the cargo was still inside the rail cars.

Q Okay. Well, let me discuss -- let me break that down for a minute. First of all you talk about the possibility. No -- you haven't lost any customers as a result of that, correct?

A That customer has since sent a large portion of freight to the GPA.

Q I don't understand --

MR. BERRY: It's a small world.

BY MR. FORD:

Q -- that answer. You mean a part of the business -- it's your position that a part of the business --

A A part of the business that I was enjoying at 250 Brampton Road due to this point. Once we worked through that issue has now gone back to or gone to the Georgia Ports Authority

FORD - MEYER (DIRECT EXAMINATION)

and they are handling that side of the business.

Q And what customer was that?

A Specific Millennium.

MR. BERRY: Specific.

THE WITNESS: Pacific.

MR. BERRY: You said specific.

THE WITNESS: Pacific.

BY MR. FORD:

Q And they're out of California?

A Yes, sir.

Q And you're assuming that that's why you lost the business or your just --

A No, I know that's why we lost the business.

Q Okay. Who told you that?

A The freight coordinator for them told me that.

Q Okay. Who was that?

A That was Carmen Ortiz.

Q And she's out of California?

A Yes.

Q Did the person that you normally deal with tell you that or just the Freight Coordinator?

FORD - MEYER (DIRECT EXAMINATION)

A I normally deal with Carmen.

Q Who's the person whose name you provided in this case to us?

A That is --

Q Paul something maybe?

A Paul Kaufman is -- I want to say he's their general manager in the office.

Q Yeah, I want to say that, too, because he's a bigger wheel than --

A Oh yes yes.

Q Carmen Ortiz, correct?

A Yeah.

Q So Paul Kaufman told you that's why we sent business there, correct?

A No, that's Carmen's department and she has the reign to send it where it needs to be handled.

Q And is your business with Pacific Millennium dropped?

A Yes, it has.

Q How much?

A A round figure off the top of my head, maybe forty percent, thirty-five percent.

Q Why has it dropped?

FORD - MEYER (DIRECT EXAMINATION)

A To my knowledged.

Q Why has it dropped as opposed to eliminated?

A We're handling other commodities for them. We're no longer handling that Kraft liner board commodity for them. All that Kraft liner board is no9w going to the Georgia Ports Authority.

Q And why is it just a portion left as opposed to all the business, do you know?

A The other portion of the business is the coated board out of Augusta.

Q Uh-huh.

A And somehow we're maintaining that and I don't know why we have it. Hopefully because we've had them for -- a customer for ten years.

Q Is that also Pacific Millennium?

A Yes.

Q Okay.

A They're different divisions within the company.

Q All right. Well, the reason I'm asking is because usually when somebody loses faith in a business they pull the business and you've

FORD - MEYER (DIRECT EXAMINATION)
only lost a portion of the business.
A Right.
Q I was wondering if you could provide any information to that.
MR. BERRY: He just did. They've got different divisions, different people making decisions.
MR. FORD: That's your interpretation of what he said.
MR. BERRY: You're not trying very hard to listen to him.
MR. FORD: He didn't say that.
BY MR. FORD:
Q Is it your explanation that they're different divisions?
A They're different divisions, different needs, different wants --
Q Okay.
A -- for the Freight Coordinators, it's their responsibility.
Q Who's the Freight Coordinator for the other division?
A Russell Barr is with SBS and John Morrissey is with pulp and we haven't worked

FORD - MEYER (DIRECT EXAMINATION)
anymore pulp with John, either. He's got all his stuff at the port.
Q And despite the fact that you're alleging you lost business as a result of this cargo being help up and the lack of the three deliveries, your business has, nevertheless, increased, would that be accurate?
A That's completely out of context.
Q All right.
A The one -- that one area at 250 Brampton Road, while the rail cars were not being delivered continue to suffer losses in labor and overhead. We were not operational or open at the new warehouse.
The new warehouse was already slated with customers to come in once it was opened, it was not a burden for the 250 Brampton Road warehouse. It was closely calculated that when we got our storage certificate that we would then have rail cars working the pipeline, so I looked at -- it's viewed as two separate entities.
Q That's the way you view it, but nevertheless, overall, as a business, your

FORD - MEYER (DIRECT EXAMINATION)
business has increased?
A The business increased only because seven years ago I decided to build a three hundred thousand square foot warehouse. The fact that it coincided with the -- this demurrage dispute might even be challenged as coincidental, I don't know.
Q And would you agree that you had the option of paying the demurrage bills that had been incurred on the three rail cars so that the cars wouldn't be held up?
A Several days after this was instituted, yes.
Q And you didn't elect to do that for a period of time, correct?
A Correct.
Q And when you finally did make the payments on the demurrage charges for the rail cars that were backlogged, the rail cars were then delivered, correct?
A They were only the CSX cars and they were delivered when we made the payment of eight thousand dollars in change under protest.
Q Right. And those were the ones that

FORD - MEYER (DIRECT EXAMINATION)
were backlogged, correct?
MR. BERRY: Some of them.
THE WITNESS: Some of them.
BY MR. FORD:
Q Okay. The rest of them had been hauled away, correct?
A The rest of them were eventually re-released to Norfolk Southern for re-delivery.
Q And you made the payment under protest, right?
A Yes, sir.
Q And under protest meaning that you were still dispute the amounts but you paid them?
A Yes, sir.
Q Any other damages that you allege resulted from the lack of three deliveries or the holding up of rail car deliveries?
A Well, we're still suffering damages at that warehouse now. I have a lease for that warehouse until 2008. I don't have -- I don't have the faith and trust I need to have with delivering carrier to start putting railroad freight into that warehouse, so we're losing approximately twelve thousand a month in that

facility that I desperately would want to turn around as quickly as possible.

Q I'm a little confused, you're putting a value on faith and trust or are you actually having suffering some losses?

A Suffering losses, we've got -- the only way that I can make an attempt to cover wages and the overhead at that facility is we've got a low paying truck load freight there where we make a better revenue dollar off of the rail freight, which is the reason that I lease that facility from the GPA is because of that revenue capability by utilizing the rail.

Q Okay, I'm not sure I understand. Are you saying that you're running rail cars into your new warehouse, correct?

A Yes, sir.

Q That you just built, correct?

A Yes.

Q And just opened up?

A Yes.

Q All right. And rail cars are going in there but you're not sending the rail cars over to the facility that you leased back in 1995 and

here your argument is that you're losing revenue because of that?

MR. BERRY: Yeah.

THE WITNESS: Yes.

BY MR. FORD:

Q Okay. And you're providing testimony here today, correct?

MR. BERRY: I've got a solution. Let's let Norfolk Southern deliver to the facility that's in issue and then we can just go home.

BY MR. FORD:

Q Okay. How much rail traffic have you redirected over to your new warehouse?

A I've directed everything from Norfolk Southern to the new warehouse and --

Q Okay. But my question is redirected, not directed, redirected, how much have you redirected from the old warehouse to the new warehouse?

A From the previous business that I shifted over?

Q Yes.

A Sixty-five, seventy-five Norfolk

Southern cars a month and probably thirty-five to forty CSX cars and I've got CSX customers who would like to be in there at 250 but we have not brought them on board, at this point.

Q And the reason is because you've lost faith and trust is what you're saying?

A Yeah. I can't afford to get put back in the same situation.

Q Okay. And that's -- the tariff rates, does Norfolk Southern have published tariff rates?

A I don't know. I don't pay freight bills.

Q Well, do they demurrage charges if rail cars are sitting there?

A Yes, they do and I receive the same thing from them that I've received from the GPA Railroad, it's a demurrage schedule.

Q Have you ever paid a demurrage, single demurrage charge either to GPA or to SPTR?

A Yes.

Q Other than the eight thousand dollar check that was disputed, have you --

A Yes.

Q Okay. And if you got a demurrage charge from Norfolk Southern do you intend to pay that?

A If it's correct, yes.

Q When you initiated with Norfolk Southern to make the deliveries at your new warehouse, did you put in, in writing, that you would get two deliveries per day?

A I believe it is in writing, two deliveries a day with a third one, if needed on the midnight drill.

Q Are you delivering any -- are any of the rail cars being delivered to the old warehouse right now?

A No, sir.

Q So there's no traffic there, at all?

A No, sir.

Q And in light of owning your new warehouse, if you were able to get out of your lease on the old warehouse that would save you some money, correct?

A My business intention is to reestablish a relationship that we can get rail service, dependable rail service that was equal to what

FORD - MEYER (DIRECT EXAMINATION)
we enjoyed over the last ten years and with that, that would be a profitable position for me to maintain.
Q I understand that. My question is, if you were able to get out of your lease at the old warehouse, that would save you money, correct?
A Not in the long run, no.
MR. BERRY: He's loses the profit.
THE WITNESS: The profit margin I'd make off being able to utilize that facility for what I signed the lease for.
BY MR. FORD:
Q Okay. So -- but, nevertheless, you're --
A I'm running a business, I'm not running a railroad.
Q I understand that. In running that business, you've moved all of the old traffic that was going over to the old warehouse over to the new warehouse, is that right?
A And in doing so, because of the surcharge or the interchange fee from CSX to

FORD - MEYER (DIRECT EXAMINATION)
Norfolk Southern, some of those customers are not quite happy with being at the new warehouse because an additional charge to transfer through the interchange to get over to a Norfolk Southern track.
Q So, the rail charges are greater at the new warehouse, under some circumstances, is what you're saying?
MR. BERRY: On CSX.
THE WITNESS: On the CSX deliveries, yes, they are.
BY MR. FORD:
Q So under some circumstances --
A Yes.
Q -- CSX, they are?
A Yes.
Q Okay. And you're the owner of the company so if you wanted to you could redirect that rail traffic over to the old warehouse?
A Yes, I could. And I could also sign up new customers.
Q And exactly what is the problem with the old warehouse now? I don't understand.
A Say that -- I'm sorry.

FORD - MEYER (DIRECT EXAMINATION)
MR. BERRY: Why don't you redirect it to the old warehouse.
BY MR. FORD:
Q Yeah, what's the problem now? You've redirected it over to your new warehouse, why don't you send it back to the old warehouse?
A I don't have faith that we'll be able to maintain the nine rail cars a day and even though if it's stated that if they don't get the nine rail cars a day they will issue us credit but will they issue us credit for all the cars that are back there that we would have been able to get if we only got three rail cars?
I mean there's a trickle down effect in the demurrage issue.
MR. BERRY: It's not just demurrage, it's in ability to make a profit at the site.
BY MR. FORD:
Q Okay. So if -- so previously when you had the demurrage dispute with SPTR you didn't have anything in your contract that said you were obligated three deliveries per day in writing, is that --

FORD - MEYER (DIRECT EXAMINATION)
A Entitled.
Q Is that right?
MR. BERRY: We've asked and answered that question five, I'm counting now, at least five times.
MR. FORD: I understand and I get to ask that question ten times if I want.
MR. BERRY: No you don't, that's where you're wrong.
MR. FORD: If it sets up my next question.
MR. BERRY: No, asked and answered is still a legitimate objection where I come from and when you get around to the sixth time I get real insistent about it.
MR. FORD: And if you're in trial and you tell the judge you're setting up the next question then the judge gets to decide so.
MR. BERRY: No, no, we're not doing that.
MR. FORD: Nevertheless, in terms

FORD - MEYER (DIRECT EXAMINATION)

of the three deliveries per day, previously it was not in writing with SPTR ad now it is in writing and you're saying you still don't have any faith, is that right?

MR. BERRY: There's nothing writing. What are you talking about?

THE WITNESS: You missed that dance.

MR. BERRY: I went to the hearing and said, I think I've got it in writing that we'll get three deliveries a day and your lawyer who was there representing you, in your absence got up quickly and corrected me and said, there ain't nothing in writing that says you're going to get three deliveries a day.

BY MR. FORD:

Q You can answer my question.

A I don't have the faith because between the two lawyers you can't even agree of what you put in writing.

MR. BERRY: There's nothing in

FORD - MEYER (DIRECT EXAMINATION)

writing that says you're going to make three deliveries.

BY MR. FORD:

Q Do you recall my question?

A Yes, I do.

MR. BERRY: It assumes facts that misrepresent the record.

MR. FORD: Is it --

MR. BERRY: Misrepresent the record.

MR. FORD: Let me ask the --

MR. BERRY: You don't have the right to ask questions that misrepresent the facts.

MR. FORD: You don't have a right to answer the questions and give him information, either. Please let me finish.

MR. BERRY: I'm not giving him any. I'm going to instruct him not to answer the question.

MR. FORD: You just did. You just gave him information about what happened at the hearing and what the

FORD - MEYER (DIRECT EXAMINATION)

attorney was saying and then he immediately parroted the information. Let me just ask my question --

MR. BERRY: Get it out.

MR. FORD: And we'll get out of here.

MR. BERRY: Get it out.

BY MR. FORD:

Q Is it your position that you have nothing in writing that says that you will get three deliveries per day from SPTR to your old warehouse, is that what you're saying as we sit here?

A I want you to clarify that as to the result of a letter that you wrote, with stipulations that I agreed to, versus a court document that your representative attorney said doesn't exist, it doesn't mean anything.

Q How do you know about that document?

A I was in court.

Q You were there?

A I was there.

Q So what the attorney says --

A If you were there you'd known.

FORD - MEYER (DIRECT EXAMINATION)

Q You're saying what the attorney says --

MR. BERRY: Rob Kelly.

BY MR. FORD:

Q -- argument to the judge is --

MR. BERRY: Recorded.

THE WITNESS: Recorded.

MR. BERRY: Recorded argument.

BY MR. FORD:

Q What caused you to be in concern about what your written contract says --

A Yes.

Q -- as to whether or not you're entitled to three deliveries --

MR. BERRY: It's not a written contract, it's just a letter agreement. I don't know what kind of terminology you use.

BY MR. FORD:

Q Well, usually a letter is in writing and it's signed by the people and it's dated, is that what you have?

MR. BERRY: It's what? It's what? You're calling that a contract? I'm just asking.

FORD - MEYER (DIRECT EXAMINATION)

MR. FORD: Yeah.

MR. BERRY: Okay. I just wanted to hear that.

THE WITNESS: If that's the new rule then let's go ahead and re-submit it.

MR. BERRY: Talk to Mr. Kelly.

THE WITNESS: And tell Mr. Kelly that hey, you misrepresented me but --

BY MR. FORD:

Q Make sure I understand, you're going to come into court and testify at the time of trial on front of a jury that you don't have a written agreement in writing signed by the parties that hasn't been superceded by the question because you attended a hearing and an a attorney made a statement to a judge, is that what you're saying?

MR. BERRY: We assumed that the lawyer knows what he's talking about.

MR. FORD: Ron, let him answer the questions, please, but you're not under oath and I can't put you in front of jury.

FORD - MEYER (DIRECT EXAMINATION)

MR. BERRY: I was there.

BY MR. FORD:

Q Is that what you're saying?

A Yes.

Q Okay. And just so I'm real clear on the record --

A Okay.

Q -- you did receive a letter that was prepared by me and signed by you and signed by my client saying you get three deliveries per day at that facility, is that right?

MR. BERRY: Wrong.

MR. FORD: Ron, let him answer.

MR. BERRY: No, no.

MR. FORD: I don't care. Let him answer.

MR. BERRY: Calm down a little bit, I get a chance to put an objection on the record.

A, if you want to ask him a question about a document you got to show it to him.

B, the document speaks for itself.

C, Mr. Kelly has spoken for you

FORD - MEYER (DIRECT EXAMINATION)

whether you like it or not and he says the document does not obligate the railroad to make three deliveries, now why are you getting made at him about that?

MR. FORD: None of those things you just said has anything to do with my question.

MR. BERRY: Yes it does.

MR. FORD: No it doesn't.

MR. BERRY: You need to show him the document.

THE WITNESS: Then I misunderstand the question, rephrase the question.

BY MR. FORD:

Q Do you agree that you have in writing, an agreement signed by you on behalf of Capital Cargo and by my client indicating that you were to receive three deliveries a day?

A I agree --

Q Yes, sir.

A -- that I have a document that states that that might happen but I'm also privy to a court hearing where your representing attorney

FORD - MEYER (DIRECT EXAMINATION)

claimed that was not going to happen.

Q I didn't ask you anything about a hearing, quit listening to your attorney. Are you saying that you have a document in writing --

A I would have loved to have -- if you were there this would be a mute point because you would have said, Rob, sit down, Rob, that's what you'd told him.

Q We'll get out of here if you can answer this simple question, do you have such a document in writing or not? I'm not asking you about a hearing, I'm not asking you about anything an attorney said. Do you have anything in writing that says that my client is obligated to provide you three deliveries per day or not, yes or no?

A Yes, I initialled a document.

Q Thank you. That wasn't so painful, was it.

MR. BERRY: Actually, I mean the document speaks for itself but it's got a bunch of railroad language in there and obviously they're trying to weasel

FORD - MEYER (DIRECT EXAMINATION)
around with it.
(Whereupon, Defendant's Exhibit Number 3 was marked for identification.)
BY MR. FORD:
Q We've had this document marked as Exhibit 3. It's my understanding that that's a document prepared by Steve McCarthy of his calculations for the month of February 2005 on what the demurrage charge would be if you had received three deliveries per day, is that accurate?
A Yes, sir that is.
Q All right.
MR. BERRY: And he has similar calculations for the other months, there just wasn't any demurrage there and if you don't have them I'll get them to you.
THE WITNESS: Yeah.
BY MR. FORD:
Q Who performed the calculation on your alleged damages of $123,685 in that profit for the months of February through May 2003 and 2004

FORD - MEYER (DIRECT EXAMINATION)
and 2005, who performed those calculations?
MR. BERRY: You're saying we're seeking lost profits for the year of 2003?
MR. FORD: And gave numbers and then you -- well, no, you gave numbers --
MR. BERRY: What are you looking at?
MR. FORD: -- answer to interrogatory number eight on damages.
MR. BERRY: Is it the first or second?
MR. FORD: Number eight you give damages, first set.
MR. BERRY: First set, okay. Let me find it.
BY MR. FORD:
Q I just want to know who performed -- who made these calculations?
A That's a comparison for 2005 to 2003 and 2004.
Q Right.
MR. BERRY: He's asking who --

FORD - MEYER (DIRECT EXAMINATION)
THE WITNESS: That calculation was performed by Mr. McCarthy and myself --
bY MR. FORD:
Q Okay.
A -- based upon our records.
Q And what records did you look at so I can ask for those records to analyze the backup documentation, myself?
A We've looked at what the inventories of -- or shipments from inventory were, from number of rolls received taken by tonnage converted into cost per container and that cost per container rolls into what each rail car actually derives in profit.
Q And what is your explanation, as you sit here, for the profit dropped from $23,070 as you calculated it?
A That we did not have enough -- we were not unloading sufficient number of rail cars at that facility to float that facility, to make that facility -- keep that facility profitable due to the non-delivery of those rail cars.
Q Well, I'm confused. You said that you'd got that many delivers so why is profit

FORD - MEYER (DIRECT EXAMINATION)
effected is my question. Now your saying you didn't have enough deliveries.
MR. BERRY: Why are you reading from? Where are you reading from when you say he got the deliveries.
MR. FORD: His earlier testimony.
MR. BERRY: Oh no no no, we don't play that game. You're trying to tell him that he has testified that he got the same number of deliveries during the month -- that is such a -- such an egregious misrepresentation of his testimony that it couldn't be anything other than willful on your part to put it that way, okay.
He's sat here and said, so many different ways except that in German, okay, I haven't heard him say it in German, that you guys quit delivering the three tricks a day, okay. I don't know how many ways you can say it.
You did not bring in three tricks a day therefore you brought in less than three tricks a day and he got less

FORD - MEYER (DIRECT EXAMINATION)

rail cars in his facility, he worked less rail cars in his facility, okay.

MR. FORD: Okay.

MR. BERRY: That's what this case is about. Now we can be tricky and we can say you previously testified that you got three tricks a day, you worked the same number of cars so I don't understand what you're talking about but that's not going to resolve this lawsuit, okay.

He got less than three deliveries a day, you know it, I know it, he knows it, everybody in this room but the court reporter knows it, and now she knows it and so we're going to have resolve this thing on the factual basis that he received less cars, okay, that's the facts.

Now we can argue with each other about who's going to be responsible for it but the facts are is he got less cars, okay.

MR. FORD: Okay.

FORD - MEYER (DIRECT EXAMINATION)

MR. BERRY: So now repeat your question and ask him to assume that he got less cars during that period of time and then you can ask him why that would have any impact on his profitability if he gets less cars, if you need to ask that question. It seems to me the answer it obvious.

BY MR. FORD:

Q Earlier you gave testimony you got 569 rail cars in 2003 in the first quarter and 2005 in the first quarter you got 555, do you know how -- can you rationalize what appear to be pretty close number for the first quarter for cars, rail cars versus your position that in the months from February until May of 2005 your number of rail cars unloaded was drastically down as I see the profit numbers?

MR. BERRY: Now, see --

MR. FORD: Ron, don't explain.

MR. BERRY: No no, you have misrepresented the testimony. Now we ended right at a break, right.

His testimony was I'm not sure

FORD - MEYER (DIRECT EXAMINATION)

whether she, the girl at work is calculating those numbers either when they hit the port or when we actually work them.

MR. FORD: Okay.

MR. BERRY: And we said during the break, because I'm a helpful fellow, I said, we're going to send him out to call the girl so we can clarify that. You have not asked him for the clarification on that, have you?

MR. FORD: Then let's get the --

MR. BERRY: Would you like to ask him to clarify?

BY MR. FORD:

Q Did you find out whether or not cars that were ordered --I don't know why he couldn't have answered that himself but --

MR. BERRY: I will. It is entry into the port, not cars worked and therefore the volumes are the same.

MR. FORD: He could have said --

MR. BERRY: You're welcome.

MR. FORD: -- answer to my

FORD - MEYER (DIRECT EXAMINATION)

question when I asked him if he could correlate that information but nevertheless, five minutes later.

BY MR. FORD:

Q Did you find out whether or not the 569 car versus 555 cars was cars that were coming into the terminal or cars that were actually delivered and unloaded?

A That calculation was based upon Rail Link's notification of rail cars delivered to the terminal on each and every single day so that's the terminal number of cars, not warehouse.

Q And would that number include the CSX cars that were delivered unannounced?

A Yes, it would.

Q How many cars did you haul off?

MR. BERRY: What do you mean haul off?

THE WITNESS: Approximately twenty.

MR. BERRY: Thirty, it was over thirty, wasn't it?

I'm asking. We've got the list.

FORD - MEYER (DIRECT EXAMINATION)
I think I've got that list, if you don't mind.
THE WITNESS: Thirty-one.
MR. BERRY: That's Norfolk, isn't it?
THE WITNESS: Norfolk Southern, thirty-one.
MR. BERRY: Did they take everything?
THE WITNESS: They took all the Norfolk Southern cars.
MR. BERRY: How about CSX?
THE WITNESS: No.
MR. BERRY: So there was still others being held but -- that weren't taken by Norfolk.
BY MR. FORD:
Q Right, but numbers right now, I don't care if they're Norfolk or CSX or Chinese or German if that's -- since that's been a language that's been introduced.
(Whereupon, Defendant's Exhibit Number 4 was marked for identification.)

FORD - MEYER (DIRECT EXAMINATION)
BY MR. FORD:
Q When were those cars hauled off?
A I'd have to refer to this.
Q Okay, that's fine, whatever you want to refer to.
A This is dated May 12th, the day before we got our CO, so this had to have been leaving on the 12th or going to be picked up on the 12th or 13th.
Q And that was what month, I'm sorry?
A May.
Q Well, the 555 cars that you received notice from Savannah Port Terminal that had been delivered to the terminal, would all of those cars have been delivered in February, to your knowledge?
MR. BERRY: Delivered to where?
BY MR. FORD:
Q To the old warehouse?
A Say that again, say that again, please.
Q Would all of the cars from February that were delivered unannounced, if I understood your testimony earlier, they were ultimately delivered within seven or eight business days,

FORD - MEYER (DIRECT EXAMINATION)
correct?
A Yes.
Q So the 555 cars that were delivered in January, February and March to the terminal were also ultimately delivered to your warehouse --
A Yes, they were.
Q -- in those months, is that right?
A Yes, they were.
MR. BERRY: With the exception of the thirty that were sent to Norfolk.
MR. FORD: That was in May.
MR. BERRY: Well, no --
BY MR. FORD:
Q First quarter of 2003 and the first quarter of 2005?
MR. BERRY: Yeah, let me -- you've got to look to see when these cars first arrived.
BY MR. FORD:
Q I don't have to look squat. He's answering questions he can answer whatever he wants.
A I need to ask Jamie because I told her to make sure the length of time is the same for

FORD - MEYER (DIRECT EXAMINATION)
all three years, I wanted to take it all the way up to the move so --
Q Are you talking in terms of profit now or are you talking in terms of cars being delivered to the terminal?
A No, this in relationship to the cars being delivered to the terminal.
Q Okay.
A So I wanted the time frame of 2003 to mirror the 2004 to mirror the 2005.
Q Okay.
A So that's one of the things I'll have to get back from her is the exact date, I wanted it to be from January 1 until the move so I want to make sure that she -- you know, I wrote down the first quarter. I asked for the first four months. Whether these came in, I'd have to look at the load sheets.
Q Well, the first four months wouldn't be the first quarter, that would be the first quarter or the first four months --
A The first four months.
Q Well, I would assume, in your business, that you would generally know I mean so you are

FORD - MEYER (DIRECT EXAMINATION)
saying it is four months now?
A Yes.
Q As opposed to the first quarter?
A I misspoke and apologize for that.
Q Okay. So let's go back and ask the questions that I just asked a moment ago under the assumption it was first the quarter or it was the first four months, in the first four months of 2003 there were 569 cars that were announced to you from SPTR to be at the terminal?
A Yes, sir.
Q And in 2005 there were 555 in the first four months?
A Yes, sir.
Q Were the cars delivered in the -- were those 555 cars --
A 551.
MR. BERRY: Delivered?
BY MR. FORD:
Q Okay, 551, were those cars delivered to your warehouse in the first four months or do you not know as you sit here?
A I do not know about the tail end of

FORD - MEYER (DIRECT EXAMINATION)
whether or not those cars were actually delivered or part of what was the end of April, what was picked up and taken to the other warehouse.
MR. BERRY: Thirty cars got taken to the other warehouse.
THE WITNESS: Yeah, but I don't know if they came in in May.
BY MR. FORD:
Q We're talking about end of April.
A As poor as the service was, who's to say that these cars didn't come in on April 24th that sat out there?
MR. BERRY: We don't know the answer to --
THE WITNESS: I don't know, I don't know.
BY MR. FORD:
Q If the total number of cars came in in 2003 I don't understand why the profit's so different so that's why I'm investigating the issue because you only got a fourteen car -- eighteen car difference between 2003 and 2005 and yet you have a dramatic drop in your profit

FORD - MEYER (DIRECT EXAMINATION)
and I'm trying to find out how many cars were delivered in the first four months of 2005 to your old warehouse, do you know as you sit here?
A Rephrase -- say that again.
Q Do you know how many cars were delivered in 2005 out of the 551 in the first four months?
A No, I do not.
Q Do you have any documents that would indicate to you what that number is?
A Yes, I do.
Q Are they here?
A No, they're not. I think you have those documents.
Q And those documents would be the ones you produced to us?
A Quite sometime ago, yes.
Q Okay. And that would be the stack of documents that were the result of the calculations from Steve McCarthy?
A But also had, inside that it also had the actual rail logs which --
Q Okay.
A -- showed as far as SPTR's, the daily

FORD - MEYER (DIRECT EXAMINATION)
log as to what's available each day so you're in receipt of that.
Q Okay.
(Whereupon, an off-the-record discussion was held.)
BY MR. FORD:
Q What documents would you look at to determine the number of rail cars that were actually unloaded so I can ask for those in a request to produce and you'll know what I'm asking for?
A It would be our rail car arrival notice sheet.
Q Rail car arrival what sheet?
A Notice sheet.
Q Notice, okay. Is that something that's on the computer?
A No, it's handwritten.
Q And you have to total them all up? In other words, there'd be a bunch of notices and that total is the number?
A Yes.
Q And you don't have that number on the computer or would you, in addition to

FORD - MEYER (DIRECT EXAMINATION)

handwritten notes?

A No. We ain't that sophisticated.

Q All right. And the notice sheets, were those provided in the documents from Steve McCarthy that were sent in a pile to us, is that what you were going to look at?

A Yes, sir. I did not see the whole stack but I'm -- from my recollection they should be there.

Q And if I understand the math that you provided here today that your profits are based upon the number of rail cars that unload, which is more or less total tonnage?

A Based upon total tonnage and I don't know on my notes whether or not I encapsulated the loss of revenue for that area of those cars that were redirected to elsewhere. Not to another facility that I don't -- so I'd have to look at what my notes say.

Q So you took notes based upon the calculations you performed?

A Yes.

Q And those notes that you took in performing the calculations, were those based

FORD - MEYER (DIRECT EXAMINATION)

upon your review of other documents?

A Yes, they were.

Q What other documents did you look at that resulted in those notes and the calculations?

A Outbound tonnage shipments per customer.

Q And what -- of what relevance were the outbound tonnage shipments per customer?

A They told me what our revenue was for that time frame that we plug in on the computer.

Q And how did they tell you what the revenue was, yeah, do the outbound tonnage statements include the revenues?

A No, the outbound tonnage statements re just that, they're tonnage statements --

Q That's what I assume, that's why I ask my question, to give you the revenue then?

A The tonnage is then calculated by the cost of the container divided by the net number of tons or average net tons per container.

Q Okay. I'm from Jacksonville so slow down, do that again.

A Take the tonnage.

FORD - MEYER (DIRECT EXAMINATION)

Q Right, which is listed on the outbound tonnage shipments.

A You take the average number of tons loaded per container.

Q Hang on one second. And is that -- that's an average figure that you plug in?

A That's a plugged in figure, it's there.

Q And what is it?

A It's there on the booking sheets so you know how many tons you're loading in each container and you take the number of --

Q And hang on a second because you said it's on the booking sheets, where are the booking sheets?

A Booking sheets are attached to each and every file.

Q Okay. And that's another new one, what file?

A Outbound shipment file.

Q So the outbound tonnage shipments are contained within the shipment file and within that you have --

A Certain reports we can pull off the computer as to what's been shipped out during

FORD - MEYER (DIRECT EXAMINATION)

certain time frames.

Q Okay. And you output all that from the computer?

A Yes, that's a computer generated report.

Q Okay. And what's the computer generated report, I'm sorry?

A The computer generated report is the shipment, order shipment summary.

Q For each customer?

A For each customer for specific dates, they give us the gross KGs and total pounds shipped.

Q Okay.

A And it's just a matter of doing the math to back in to exactly how many tons or pounds they're averaging and then the cost to throughput each container.

Q Okay. So then describe the process as you went through, again, you -- you get -- now that you've identified the documents --

A Two hundred dollars a container.

Q All right.

A You've got twenty-four tons of

FORD - MEYER (DIRECT EXAMINATION)

container, take two hundred divided by twenty-four gives you nine dollars and some odd cents per ton. Take the total number of tons shipped, you can do it through the KGs in the metric system, you take the number of pounds times 2204.6 gives you what you need --

Q Slow down for her.

A -- and then that gives you what the cost per ton is.

Q Okay.

A So these are going to be based off of that.

Q All right.

A Different ways of doing it. You know that you've got X number of tons that shipped.

Q Okay.

A And those X number of tons based on so many tons a container would have filled Y number of containers.

Q Okay.

A Y number of containers at a certain rate gives you the revenue stream. And the rate we have for these customers, not a per ton rate, it is a per container throughput rate.

FORD - MEYER (DIRECT EXAMINATION)

Q All right. So I don't understand how you get to the difference in the profit then.

A How do you do it in your business? I do it the same way we just go at it at a different path. You end up -- you know what you've put through. You know what your billable is.

Q When you say when you --

A You know what margin is.

Q When you say you know what you've put through, you know what you've put through based upon the tonnage statements that you received which you then calculate into what was probably ended up being a rail car, is that the way that you did it, based on averages?

A No, what was a container, what was a container. I know that each rail car is 3.12 containers. Each rail car is going in at seventy-two tons, right about seventy-two tons.

Q Okay.

A So, you know, it's -- we know we look at a rail car that's going to represent, give or take, three containers.

Q Okay.

FORD - MEYER (DIRECT EXAMINATION)

A So --

Q What I don't understand is once you do all those calculations though and you get your rate, how do you get a difference in the profit, wouldn't it be purely a matter of the number that came in if everything else was equal?

MR. BERRY: It's got to be a drop in rail cars coming in is what he's saying.

MR. FORD: Right, that's what I'm trying to figure out, what --

MR. BERRY: Isn't that the way you explain the loss and profits?

THE WITNESS: Yes.

MR. BERRY: Okay.

THE WITNESS: Why can't you see that?

BY MR. FORD:

Q Because you gave me 551 and 569 which doesn't seem to be a lot difference.

A Well, I'd brought all my stuff if you'd asked.

Q To account for a dramatic drop in the --

FORD - MEYER (DIRECT EXAMINATION)

MR. BERRY: Those aren't rail cars worked, those are rail cars incurring demurrage.

MR. FORD: We'll see when the notices come out.

MR. BERRY: Well you say that with that smirk on your face.

MR. FORD: Well, I'm curious to see. You're saying you don't know so --

THE WITNESS: I would have known before I came in here and said I got those damages now you don't --

MR. BERRY: You didn't tell me.

THE WITNESS: I mean Ron was nice and told you what he was going to ask, come on.

MR. FORD: He didn't tell me he wanted damages.

No, we're not interested in damages in this case, if you're not interested in them, we're not so you want to just agree that nobody's interested in the damages.

FORD - MEYER (DIRECT EXAMINATION)

MR. BERRY: Okay. That eliminates the demurrage charges.

(Whereupon, an off-the-record discussion was held.)

BY MR. FORD:

Q What I still don't understand, if you could just explain to me, the difference between why you're doing those calculations -- well, let me do it this way, let me try it this way, is there a direct correlation between the way you calculated the dollar damages between 2003 and 2005 and the amount of product in, and in meaning that unloaded in your old warehouse, is there a direct correlation?

A Between the way I calculated --

Q Your loss, your alleged lost profit --

A Yes.

Q -- and the amount of actual product that came in at the old warehouse that was unloaded?

A Yes.

Q So the number of cars, if I understand your testimony correctly --

A All they come in in cars.

FORD - MEYER (DIRECT EXAMINATION)

Q So the number of rail cars that came in should directly correlate in terms of the drop and the number of rail cars should directly correlate to the drop in the amount of profit, would that be fair?

A Based on that product.

Q Okay. So if you had, in this particular case where you're claiming for the February through May period in 2003 you earned $123,685 in net profits and in 2005 for the same period you only earned $23,070 in profits we should have approximately one fifth of the amount of rail cars that came in from that time frame versus 2003, would that be fair?

A I'd have to look at my notes on how I calculated all that. I know I used a fixed overhead.

Q I'm just asking you, would that be fair? Is that a hair correlation that those amount of profits and that drop and that comparison should be the same amount of drop and comparison for the amount of rail --

A That's a bad question.

Q I think it's more anticipating your

FORD - MEYER (DIRECT EXAMINATION)

answer is what's going on.

A So what's your question?

Q My question is, would you agree that there should be a direct correlation between the $123,685 in profit that you made in 2003 for February through May period of time versus the $23,070 of net profits for the same period of time in 2005 that that drop should directly correlate to the drop in rail cars unloaded in your old warehouse?

A Yes.

Q Okay.

MR. BERRY: Or as we say in Georgia, you got one fifth cars in 2005 that you did in 2003.

BY MR. FORD:

Q Correct. Did you get one fifth of the rail cars in the 2003 that you got in 2005?

A There are different things that go into that so, you know, I'll answer that question when my notes are in front of me.

Q Well, it's your answers to interrogatories claiming all of these damages and I'm just asking questions about how you did

FORD - MEYER (DIRECT EXAMINATION)

those calculations and how you claim that much --

MR. BERRY: He's told you everything he recalls.

BY MR. FORD:

Q -- and profit, so are you saying you don't know, as we sit here today without your notes?

A That's exactly what I'm saying.

Q And how did you come up with the figure that you lost a hundred thousand dollars in additional lost revenues for the same period of time in 2005 because the cargo backed up?

MR. BERRY: No, that's not what it says.

BY MR. FORD:

Q Once the cargo became backed up, plaintiff lost orders for the same 2004 period --

MR. BERRY: Orders.

BY MR. FORD:

Q -- representing approximately one hundred thousand dollars in additional --

A Go back forty-five minutes ago, I

FORD - MEYER (DIRECT EXAMINATION)

already answered that question.

Q I asked you how you performed the calculation, you haven't told me that.

A Yeah, I told you, the Kraft liner board left our facility and went to the GPA, it's based on the same calculation of tonnage, that's already in the record.

Q Okay. Well that's the first time you've said that. You're saying that you performed the same calculation that you described a moment ago and took that in regard to the business that you believe you've lost from the board not coming to your business anymore?

A Based upon the number of containers lost for that shipment that went elsewhere.

Q And for what period of time did those -- when did those shipments or containers go elsewhere?

A Starting in April maybe even has far back as March. I'd have to go back and check the -- you know, the record.

Q When did the product get backed up that would cause them to react and not send you the

FORD - MEYER (DIRECT EXAMINATION)

board anymore?

A It started in the end of March I think is when it started that the big bill started coming in and we started trying to meet with Jim Bulone. I mean this is a -- this thing took sixty to eighty days trying get Bulone's schedule put together with our schedule and Jim got sick and then the other guys, Tony came up to see us, how's Tony doing? He was brand new. So I mean, during that time frame there were a lot of people coming in and out discussing this matter where we were trying to work things out.

MR. BERRY: The question on the table is when did this thing start backing up?

THE WITNESS: Hell, they started backing up in probably January we worked through it. Got the demurrage bills that, you know, we claim we didn't owe because we weren't getting the number of drills per day that we needed and that we had been experiencing over the last then years.

FORD - MEYER (DIRECT EXAMINATION)

MR. BERRY: You've answered the question.

And just to clarify, this business about the Pacific Millennium just happened right? It wasn't -- had you lost that business at the time that that interrogatory response was filed?

MR. FORD: Yeah, he just said it happened --

MR. BERRY: No, no, forty percent, this is different. Pacific Millennium is different than what he just referred to that he lost at the GPA, right?

THE WITNESS: That was the same thing.

MR. BERRY: That is the same?

THE WITNESS: Yeah.

MR. BERRY: Okay.

BY MR. FORD:

Q I've got a couple more questions. This is a copy of a letter --

(Whereupon, Defendant's Exhibit Number 5 was marked for identification.)

FORD - MEYER (DIRECT EXAMINATION)

BY MR. FORD:

Q I'm showing you what's been marked as Exhibit 5, that is the first cover letter with attached demurrage bill that's in dispute in this matter, do you recall receiving that?

MR. BERRY: That is -- what do you represent that document to be?

BY MR. FORD:

Q That is the first demurrage bill that is in dispute in this matter with a cover letter attached to it, do you recall receiving that?

MR. BERRY: You don't have to agree with him when he says it's the first demurrage bill in dispute.

THE WITNESS: What rail cars are effected?

MR. BERRY: Why don't we just answer it, did you get that letter?

THE WITNESS: No, I didn't get it, it's not addressed to me.

MR. BERRY: Well, it's written to Capital Cargo.

THE WITNESS: It goes to Steve. That mail was opened and then goes to

FORD - MEYER (DIRECT EXAMINATION)
wherever it goes to.
BY MR. FORD:
Q Well then your answer is, no, I didn't get this letter?
A No, I didn't get the letter.
Q Steve McCarthy got that letter?
A I didn't get it.
Q All right. So this is the type of letter and bill that would go to Steve McCarthy?
A Yes.
Q From the information contained on the demurrage charges and results on the bill, is that information you need that's sufficient to provide you with the dates and the times and the issues related to the demurrage charges?
A No.
Q Okay. What else -- other information would you need?
A Full detail.
Q There's detail on there, that doesn't answer the question for me, what further information --
A Yeah.
Q -- specific information would you need?

FORD - MEYER (DIRECT EXAMINATION)
A The full detail.
Q And what is the full detail because you've got some detail, could you explain it.
A Rail cars, dates, times in, times out, whether the rail car was turned, whether it was turned back to me after I stripped it. That's what we go through at the end of every month if there's a demurrage bill and that's Steve gets on the phone with Jim about.
Q All right. Would it be fair to say if I identified and had you look at all the letters that were directed to Capital Cargo with attached bills regarding demurrage, that you would not be able to answer any questions because you did not receive those letters and demurrage bills?
A That would be correct.
Q That would be a Steve McCarthy issue?
A Yes, sir, it would.
Q And do you have a bookkeeper and accountant there at Capital Cargo?
A We have a bookkeeper, yes.
Q Who's that?
A Sherry Sheffield.

FORD - MEYER (DIRECT EXAMINATION)
MR. FORD: I don't have any further questions.
(Whereupon, the deposition of Kenneth Meyer was concluded at approximately 12:40 p.m.)

CERTIFICATE

STATE OF GEORGIA:
CHATHAM COUNTY:

I, Kyle J. Saniga, Court Reporter and Notary Public in and for the above county and state, do hereby certify that the foregoing testimony was taken before me at the time and place herein-before set forth; that the witness was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth, that thereupon the foregoing testimony was later reduced by computer transcription; and I certify that this is a true and correct transcript of my stenographic notes so taken.

I further certify that I am not of counsel to either party, nor interested in the event of this cause.

_____

Kyle J. Saniga, CCR
Notary Public, B-2038
Savannah, Georgia

A

ability 68:5 120:18
able 56:22 57:13,14 66:22 67:14 68:16 68:22 79:5 85:15 93:4 117:20 118:6 118:12 120:8,13 163:15
above-entitled 1:19
absence 122:15
accept 104:24
accomplish 56:12
account 50:4 152:24
accountant 163:22
accurate 26:25 27:6 28:2 111:8 130:13
accusation 41:9
accustomed 45:18
acknowledging 26:6
ACTION 1:11
actively 5:6
actual 54:23 98:16 144:23 154:19
actuality 96:20
ad 122:4
addition 88:22,23 145:25
additional 63:19 100:14,17 101:12 119:4 157:13,24
addressed 161:21
afford 116:8
afternoon 44:13 79:16
ago 23:19 47:23 60:10 112:4 142:7 144:18 157:25 158:12
agree 17:11 30:25 35:20 42:11 57:3 84:5 85:7 101:22 112:9 122:23 128:17,21 153:24 156:4 161:14
agreed 25:19 124:17
agreement 1:20 13:23 14:2,4,16 25:4 28:18 67:16 71:5 83:22 125:16 126:15 128:18
ahead 50:14 94:14 126:6
ain't 122:17 146:3
allegation 41:10 84:3 103:12
allegations 99:21
allege 113:16
alleged 77:13 130:24 154:17
alleging 111:5
allotted 40:13
allowed 19:21
allows 48:22
American 3:9
amount 33:6 40:15 40:16 48:5,7 60:17 61:3 63:15 66:9 154:13,19 155:5,14,21,22,23
amounts 113:14
analysis 91:7
analyze 132:8
and-a-half 6:17 12:21,24 13:3 16:19 39:12 67:22 67:25 71:3 73:7
annotated 4:3
announced 142:11
answer 9:25 21:3 21:10 28:25 33:3 41:20 53:23 56:20 56:20 67:19 71:23 71:24 75:24 76:16 93:19 96:5 98:12 100:20 101:11 102:13 106:19 122:21 123:17,22 126:22 127:14,17 129:11 131:11 135:9 136:25 140:22 143:16 156:2,21 161:19 162:4,22 163:15
answered 20:23 62:19,22 77:16 121:5,14 136:19 158:2 160:2
answering 140:22
answers 8:22 97:23 99:3 156:23
anticipating 155:25
anticipation 91:14
anybody 25:9 29:21 30:12 35:22
anymore 63:7 111:2 158:15 159:2
apologize 52:17 142:5
appear 135:14
APPEARANCES 2:2
appears 42:7
applied 88:19
approximate 55:18
approximately 10:21 25:8 49:4 113:25 137:21 155:13 157:23 164:6
April 9:9,21,22 10:9,12,13,14 21:9 25:4 42:10 42:13 43:14 45:2 45:18 60:14,25 85:25 86:14 143:3 143:11,13 158:21
area 61:25 111:11 146:17
argue 134:21
argument 77:7 95:14 105:23 115:2 125:5,8
Armstrong 7:9
arrange 85:15
arranged 20:17 35:18 58:3,9
arrangement 33:24 36:11 37:25
arranging 58:25
arrival 49:9 145:13 145:15
arrived 49:13 87:19 140:19
article 23:14,16
articles 23:10
Asia 106:3
asked 17:3,12 22:14 27:18 52:10 60:10 62:3,19,21 77:16 90:7 97:4 121:4,14 136:11 137:2 141:17 142:7 152:23 158:3
asking 10:3 15:8,15 17:17 20:18,24 46:11 56:15,21 61:2 64:17,21 66:6 92:17 98:8 98:22 99:15 109:23 125:25 129:13,14 131:25 137:25 145:12 155:19 156:25
asks 27:11
ASLG 3:10
assertion 41:15 42:3
assets 25:5
assigned 11:14 25:3 29:17,18,21 30:7 30:12,24 69:25
assigns 30:2
assistant 52:2
associated 4:15
Association 3:10
assume 64:9,17,21 66:6 91:23 135:3 141:24 147:18
assumed 96:20 126:20
assumes 29:25 123:7
assuming 25:21 60:6 107:12
assumption 67:7 79:2,8,10,18 91:4 91:8,24 92:15 97:3 142:8
Atlanta 8:12 58:22
Atlantic 7:3
attached 148:16 161:5,12 163:14
attempt 114:8
attended 126:17
attention 22:16
attorney 124:2,18 124:24 125:2 126:18 128:25 129:4,15
attributed 89:14
August 1:24
Augusta 49:6,25 55:6 109:13
authority 1:15 2:11 7:20 13:23 49:17 50:15 73:5 106:25 109:9
authorized 99:25
availability 56:5
available 22:14 32:15 53:14 145:2
Avenue 1:23 2:13
average 13:22,25 14:3,3,16 88:16 89:2 101:5 147:22 148:4,7
averages 151:16
averaging 149:18
aware 21:13 22:4,8 22:13 23:9 56:9 60:15 89:22 97:22
a.m 1:25

B

b 2:12 4:5 127:24
back 14:9,17 22:9 28:12 41:19 51:14 53:5 59:10 69:13 69:14 73:8,15,17 73:21 74:21 78:25 86:8 93:11 94:22 94:25 98:17 100:20 102:8 104:7 105:14 106:25 114:25 116:8 120:7,13 141:14 142:6 149:17 157:25 158:22,22 163:7

backed 157:14,18 158:24
backing 159:17,19
backlogged 112:20 113:2
backup 85:19 132:8
bad 155:24
bankrupt 29:15
bankruptcy 29:15
Barr 110:24
based 27:4,23 36:11 53:15,24 54:3,9 56:5 66:8 86:15 88:17 89:3 92:9 98:19 102:3 102:18,22 132:6 137:10 146:12,15 146:21,25 150:12 150:18 151:12,16 155:7 158:7,16
basically 11:23 70:25
basis 5:7 11:21 15:12,18,21 34:7 35:15 40:5 41:15 42:2 43:22 48:18 79:6 84:9,20 96:19 134:18
batching 33:21
bated 91:13
bathroom 55:22
beginning 9:17,19
behalf 21:16,22 128:18
believe 9:8 18:10 18:12 23:13 24:15 53:17 58:5 69:21 72:15,25 77:24 80:5 86:24 92:11 117:10 158:13
believing 15:18
benefit 65:17
BERRY 2:4 9:23 10:4 15:6 17:17 18:5,15,20 19:6 19:10 21:3 27:7 28:19 29:24 30:10 30:17 31:4,9,25 38:17 44:10,17,20 45:24 47:3,6,18 50:23,25 51:19 52:7,14 54:16 60:19 61:14,19,22 62:18 63:2,5,25 64:20 65:8,11,13 65:16 66:2,15,19 67:5,15 68:10 70:16,22 74:16 75:16 76:4,7,13 77:15 78:16,19 79:22 80:9,15 81:17 83:19 84:10 84:13,17,25 87:3 88:4 89:15 90:6 91:4,7,11 92:13 92:19 99:2,22 102:13,20,24 103:18 104:4,7,22 106:17 107:5,7 110:6,11 113:3 115:4,9 118:10 119:10 120:2,17 121:4,10,14,23 122:7,11,25 123:7 123:10,13,20 124:5,8 125:3,6,8 125:15,23 126:3,8 126:20 127:2,13 127:15,18 128:10 128:12 129:22 130:16 131:3,9,13 131:17,25 133:4,8 134:5 135:2,20,22 136:7,14,20,24 137:19,23 138:5,9 138:13,15 139:18 140:10,13,17 142:20 143:6,15 152:8,13,16 153:2 153:7,15 154:2 156:14 157:4,15 157:21 159:15 160:2,11,17,19 161:7,13,18,22
best 14:6 51:3 100:8
better 114:11
big 10:19 98:9 159:4
bigger 108:10
bill 12:20 14:22 16:12,13 17:4 19:25 20:2,20,22 21:9,12,13 24:8 24:11,12,15,18,19 36:25 48:25 50:22 51:15 54:22 59:9 59:10 60:5 68:3 88:7 97:25 98:10 102:15 159:4 161:5,10,15 162:10,13 163:9
billable 151:7
billed 13:2,19,22,25 15:4,11 16:4 17:13 25:12 26:11 26:16
billing 14:13
bills 13:11,13 16:16 16:17,20 49:23,24 50:3,4,7,21 53:15 54:10 112:10 116:14 159:21 163:14,17
bit 7:15 26:4 60:10 71:17 92:21 127:19
blame 63:23 66:11
blaming 63:22
board 22:11 109:7 109:8,13 116:5 158:5,14 159:2
booked 11:13
booking 148:10,14 148:15,16
bookings 106:8
bookkeeper 163:21 163:23
Boulevard 2:9
box 2:5,14 12:3 14:8
Brampton 6:14 7:11,13,17,18,24 8:6,7 9:5,6 10:20 11:8 58:7 106:23 111:12,18
brand 159:10
breached 83:12
break 44:10 54:17 69:18 106:11 135:24 136:8
breath 91:13
bring 38:13,14 40:11,12 94:14 133:23
bringing 33:15
brought 22:16 116:5 133:24 152:22
bug 70:25
build 112:4
builder 8:18
building 69:3
built 91:7 114:19
bulk 39:21,23
Bulone 3:17 57:7 57:18 159:6
Bulone's 159:7
bunch 129:24 145:21
burden 86:19 111:18
busier 43:15 44:4,8
business 15:23,24 15:25 25:5,7 26:8 28:16 29:15 37:16 40:2 48:22 50:17 64:3 68:22 72:9 75:15 106:20,21 106:22 107:2,13 107:15 108:15,19 109:11,12,25,25 110:2 111:5,7,25 112:2,3 115:22 117:23 118:18,21 139:25 141:24 151:4 158:13,14 160:4,7
busy 31:21 43:5,7 60:24
buy 64:8
buying 25:5
B-2038 165:24
B.G 3:14

C

c 3:2,2 4:4,5 127:25 165:2,2
calculate 54:23 151:14
calculated 54:6 90:13,21 103:25 111:19 132:18 147:20 154:12,16 155:17
calculating 53:21 136:3
calculation 25:25 87:6,9,15 90:23 90:24 91:12 130:23 132:2 137:10 158:4,7,11
calculations 101:17 101:20 130:10,17 131:2,21 144:21 146:22,25 147:6 152:4 154:9 157:2
California 107:10 107:21
call 34:19 42:22 43:2 44:13 54:18 58:11,17 67:21 136:10
called 41:19 67:22 79:13
calling 92:5 125:24
calls 28:20 44:2 83:20
Calm 127:18
CAMPBELL 2:8
capability 114:14
capable 63:7
capacity 4:18
Capital 1:6 3:17 4:16 5:14 6:16 7:10 11:22 12:10 24:24 29:17 37:18 42:14 58:9 99:23 105:9,24 106:6 128:18 161:23 163:13,22
car 37:8 49:3,3 50:11 51:7 55:18 56:6,11 57:20

58:4 66:24 67:2 67:13 71:11 72:13 84:20,20 87:8 95:20 96:16 113:18 132:14 137:7 143:23,24 145:13,15 151:15 151:18,19,23 163:6
care 43:8 69:12 78:7 127:16 138:20
carefully 75:19
cargo 1:6 3:17 4:16 5:14,16,19 6:16 7:4,10 11:5,22 12:10 24:24 29:17 42:14 46:9 48:4 49:8 58:10 63:19 99:23 105:10,24 106:6,9 111:6 128:19 157:14,18 161:23 163:13,22
Cargo's 37:18
Carmen 107:20 108:2,12
Carmen's 108:16
carrier 22:19 23:23 101:8 113:23
carriers 49:18
carrying 75:2
cars 3:12 8:24 10:21 12:3 13:3 14:8,8 23:21 26:18,20 32:15 33:7,11,13,16,19 35:17 36:3,6,9,14 38:13 40:9 41:24 44:14 45:25 46:3 46:25 48:8 49:10 49:13,16,21 51:11 53:8,14,22,25 54:6,10 55:19 56:3,11,23 57:14 57:25 58:4,23 59:13 63:20 66:9 66:10 67:3,8,9 68:8,18 69:8,9,11 71:8,14,14,21 72:14,15 73:15,21 73:21,25 74:3,12 74:14,15,16,17,19 74:21 75:2 79:6 82:6 84:7,8,11,21 85:7,9,11,15,19 86:2,3,19,22 87:2 87:18,25 88:6,8 88:13,21 89:2,9 89:19,23 90:14 91:19 92:2,8 93:5 93:7,9,10,16,17 93:19,21,22,24,25 94:2,11,13,15,17 95:11,15,21 96:7 96:8,10,17,17,23 97:4,4,8,13,15 100:15,17,18,22 101:13,22 102:11 106:2,9 111:12,21 112:11,12,20,20 112:22 114:16,23 114:24 116:2,3,16 117:14 120:9,11 120:12,14 132:20 132:23 134:2,3,9 134:19,24 135:4,7 135:12,16,16,18 136:17,21 137:7,7 137:8,11,13,16,18 138:12 139:3,13 139:16,22 140:4 140:18 141:5,7 142:10,17,18,22 143:2,6,13,20 144:2,6 145:9 146:13,17 152:9 153:2,3 154:23,25 155:2,4,14 156:10 156:15,19 161:16 163:5
case 8:23 9:14 27:4 27:16 30:5 41:10 41:15,16 54:4 75:13 78:12 84:3 99:18 108:4 134:5 153:22 155:9
cases 106:3
cause 1:19 41:12,12 158:25 165:20
caused 80:6 125:10
causing 78:14
CCR 165:23
cents 150:4
certain 31:15 48:25 57:19 75:11 106:4 148:24 149:2 150:22
certainly 9:17 101:6
certificate 9:9 10:8 10:11,13 111:20
Certified 1:21
certify 165:9,16,18
challenge 17:5
challenged 16:3 17:7 112:7
chance 127:19
Chandler 3:14
change 98:2 112:24
changed 23:2,21 57:6 61:13,25
changes 29:16 77:11
charge 5:11 14:10 20:7 25:20 26:16 102:16 116:21 117:3 119:4 130:11
charged 66:16 99:12,13 100:12
charges 12:6 13:20 14:22 15:5 17:2,6 17:8,13 25:12 26:11 42:8,9,16 78:24 84:8 85:16 85:20 86:10 89:12 90:12,22 101:15 101:23 102:5 103:11,25 105:22 112:19 116:15 119:7 154:3 162:13,16
chart 25:25
CHATHAM 1:2 165:5
check 92:3 116:24 158:22
Chinese 138:20
chose 33:24
circumstance 66:11
circumstances 25:21 26:10 30:21 30:22 65:24 68:4 119:8,14
CIVIL 1:11
claim 19:22 20:22 78:24 157:2 159:21
claimed 129:2
claiming 93:2 105:9 155:9 156:24
claims 41:14
clarification 136:12
clarify 26:3 124:15 136:10,15 160:4
clear 17:23 92:8 93:4,17 96:23 127:6
cleared 95:23 96:9
client 127:11 128:19 129:16
clients 88:12
client's 87:13
close 135:15
closely 111:19
COASCERTIFI... 2:25
COASTAL 1:25 3:25 4:25 5:25 6:25 7:25 8:25 9:25 10:25 11:25 12:25 13:25 14:25 15:25 16:25 17:25 18:25 19:25 20:25 21:25 22:25 23:25 24:25 25:25 26:25 27:25 28:25 29:25 30:25 31:25 32:25 33:25 34:25 35:25 36:25 37:25 38:25 39:25 40:25 41:25 42:25 43:25 44:25 45:25 46:25 47:25 48:25 49:25 50:25 51:25 52:25 53:25 54:25 55:25 56:25 57:25 58:25 59:25 60:25 61:25 62:25 63:25 64:25 65:25 66:25 67:25 68:25 69:25 70:25 71:25 72:25 73:25 74:25 75:25 76:25 77:25 78:25 79:25 80:25 81:25 82:25 83:25 84:25 85:25 86:25 87:25 88:25 89:25 90:25 91:25 92:25 93:25 94:25 95:25 96:25 97:25 98:25 99:25 100:25 101:25 102:25 103:25 104:25 105:25 106:25 107:25 108:25 109:25 110:25 111:25 112:25 113:25 114:25 115:25 116:25 117:25 118:25 119:25 120:25 121:25 122:25 123:25 124:25 125:25 126:25 127:25 128:25 129:25 130:25 131:25 132:25 133:25 134:25 135:25 136:25 137:25 138:25 139:25 140:25 141:25 142:25 143:25 144:25 145:25 146:25 147:25 148:25 149:25 150:25 151:25 152:25 153:25 154:25 155:25 156:25 157:25 158:25 159:25 160:25 161:25 162:25 163:25 164:25

165:25
coated 109:13
coincided 112:6
coincidental 112:8
college 7:6,7
colors 23:21 74:6
come 11:13 22:18 51:14 57:11,23 59:13 63:20 69:12 69:14 73:15,21,25 83:16 88:5,15 94:9 97:15 111:17 121:16 126:13 143:13 153:6,18 154:25 157:11
comes 49:5 55:5 66:7 81:25 93:11
coming 16:18 33:17 36:9 39:2 40:4 45:21 47:24 48:8 48:18,19 49:16 50:20 65:4 73:8 74:13,21 86:16 88:2 93:14,24 94:3 97:8 137:7 152:9 158:14 159:5,12
command 5:14,15
commencing 1:24
commercial 15:21 26:8
commodities 109:5
commodity 109:7
communicated 35:25
companies 35:19
company 4:21 5:10 7:3,4 8:4,13 21:24 24:4 32:20 109:22 119:19
compare 18:24 19:12 50:18
compared 48:10
comparison 52:20 52:24 53:13 131:22 155:22,23
compile 53:18
complained 103:9
complaint 10:4 27:9 99:8,8,17 102:3
complaints 99:18
completely 75:14 111:9
comply 20:5
complying 105:17 105:20
compound 18:8
computer 52:3 145:18,25 147:12 148:25 149:4,5,7 149:9 165:15
concept 25:20 63:10 98:11
conceptually 95:5 98:8
concern 125:10
concerns 20:6
concluded 42:5 164:5
conclusion 15:9 27:12 28:21 83:20
confirming 56:18
confused 93:2 96:21 114:4 132:24
considered 36:10 82:25 83:9
consistency 57:15
constantly 72:10
contact 42:19
contained 148:22 162:12
container 38:17 57:20 132:13,14 147:21,22 148:5 148:12 149:19,23 150:2,19,25 151:17,18
containers 38:7 40:8 150:20,22 151:19,24 158:16 158:19
context 111:9
continue 111:13
continued 57:3
contract 28:17,17 120:23 125:11,16 125:24
contracts 27:14
contrary 75:12
contribute 69:9 101:14
contributed 89:16 101:23 102:5
contributing 41:12 66:24
control 33:6 36:17 39:2 75:25 76:4
conundrum 30:4
conversation 31:16
converted 132:12
coordinator 107:17 107:25 110:22
Coordinators 110:20
copied 19:8
copy 18:18,22 160:22
corporate 5:2 6:9 6:11,13
corporation 5:7 8:12
correct 9:2,18 11:10 12:24,25 16:23,24 17:15 18:16 19:4 26:12 27:19 29:4,9 37:6 44:9 45:19 46:11 48:12,16 52:17 53:3 70:2 72:4,17 81:15 85:17,18,23 89:4 92:16 95:11 95:16,18 99:21 100:2,4,5,6,9,10 103:16 105:2,12 106:13 108:12,15 112:16,17,21 113:2,7 114:17,19 115:8 117:5,22 118:8 140:2 156:18 163:18 165:16
corrected 122:16
correctly 55:2 97:2 154:24
correlate 137:3 155:3,5 156:10
correlation 154:11 154:15 155:20 156:5
cost 35:24 36:2 132:13,13 147:21 149:18 150:10
counsel 2:2 165:19
counting 121:6
county 1:2 165:5,8
couple 13:13 24:2 82:6 160:21
courses 88:16
court 1:2,21,25 3:25 4:25 5:25 6:25 7:25 8:25 9:25 10:25 11:25 12:25 13:25 14:25 15:25 16:25 17:25 18:25 19:25 20:25 21:25 22:25 23:25 24:25 25:25 26:25 27:25 28:25 29:25 30:25 31:25 32:25 33:25 34:25 35:25 36:25 37:25 38:25 39:25 40:25 41:25 42:25 43:25 44:25 45:25 46:25 47:25 48:25 49:25 50:25 51:25 52:25 53:25 54:25 55:25 56:25 57:25 58:25 59:25 60:25 61:25 62:25 63:25 64:25 65:25 66:25 67:25 68:25 69:25 70:25 71:25 72:25 73:25 74:25 75:25 76:25 77:25 78:25 79:25 80:25 81:25 82:25 83:25 84:25 85:25 86:25 87:25 88:25 89:25 90:25 91:25 92:25 93:25 94:25 95:25 96:25 97:25 98:25 99:25 100:25 101:25 102:25 103:25 104:25 105:25 106:25 107:25 108:25 109:25 110:25 111:25 112:25 113:25 114:25 115:25 116:25 117:25 118:25 119:25 120:25 121:25 122:25 123:25 124:17,21 124:25 125:25 126:13,25 127:25 128:25,25 129:25 130:25 131:25 132:25 133:25 134:16,25 135:25 136:25 137:25 138:25 139:25 140:25 141:25 142:25 143:25 144:25 145:25 146:25 147:25 148:25 149:25 150:25 151:25 152:25 153:25 154:25 155:25 156:25 157:25 158:25 159:25 160:25 161:25 162:25 163:25 164:25 165:7,25
courts 25:6
cover 114:8 161:4 161:11
credit 14:9 120:11 120:12
credits 26:21
crew 73:11 93:11 94:14
crews 41:22 43:19 43:20 72:20
criteria 54:14,19
crossing 72:18,19 72:21,22
Crystal 81:7
Crystals 81:6
CSX 33:13,14 41:22 49:19,21 50:12 74:2,3

86:20,23 112:22 116:3,3 118:25 119:10,11,16 137:15 138:13,20
curious 153:9
currently 24:13
custom 27:14 28:21
customer 37:11,21 39:11 49:2 50:8 50:10,24 55:11 83:17,17 92:2 106:7,7,14 107:3 109:17 147:8,10 149:11,12
customers 11:14 13:8 36:8,12 38:14,22,24 39:4 39:6 40:12,15 41:11 43:22 49:24 50:9 60:11,18 61:4,9,13,18,24 63:16,19 73:2 75:14 77:4,8,10 77:12 78:13 92:5 101:4 106:13 111:17 116:3 119:2,22 150:24
customer's 36:20
cut 54:12

D

d 2:16 3:2,2 4:4
daily 35:14 40:5 79:6 87:25 144:25
damaged 105:10,16 105:25
damages 113:16,19 130:24 131:12,16 153:14,20,22,25 154:12 156:24
dance 122:10
data 27:4 52:3
date 9:15 18:12 53:22 54:7 80:18 96:18 141:14
dated 3:7,10,12,15 3:17 10:5 20:19 125:21 139:7
dates 87:14 149:12 162:15 163:5
day 1:24 10:24 14:8 26:18,20,25 27:6 27:23,25 29:6 31:3,23 32:8,11 32:14 39:23 40:8 40:9 41:13 42:15 46:14 49:16,16 54:6 55:6 56:2 57:2,14 62:15 63:14,22 64:14 65:25 66:7,10,13 68:17 69:23 71:21 77:6 78:14 83:5 83:11 85:22 86:3 86:4,15 87:19,21 87:25 88:6,8,13 88:17 89:2,3,12 89:22 91:9 92:12 92:15 93:22,25 95:3,11,21 96:3,6 96:7,12,16,18 97:4,5,7 100:19 100:23 101:7 103:3 105:11,21 117:9,11 120:9,11 120:24 122:2,14 122:19 124:12 127:12 128:20 129:18 130:12 133:21,24,25 134:8,14 137:12 139:7 145:2 159:23
days 14:10 19:24 20:4,6,20 21:9,12 32:13 39:20 50:14 54:25 55:2 85:13 88:16 93:6 95:24 96:11 97:7,7,15 102:4,11 104:8 112:13 139:25 159:7
day-by-day 96:19
day-to-day 5:7 82:11
deal 11:17,25 12:5 12:8,11 25:22 107:23 108:2
dealing 12:2,18,23 24:3,4 25:24 27:15 65:5 101:3
deals 34:6
dealt 11:20 34:7 35:12
debit 14:10
debits 26:19
decide 121:22
decided 112:4
deciding 83:2,10
decisions 110:8
decrease 45:2
decreased 45:5
DEFENDANT 2:7 2:11
Defendants 1:16
Defendant's 21:17 105:5 130:3 138:23 160:23
define 28:22
definitely 94:6
definition 28:23 45:20
Del 6:19 11:24
deliver 11:15 14:21 56:10,22 61:9 64:13 66:10 67:3 67:8 68:7 69:11 69:15 76:20 85:10 85:11,12 115:10
delivered 12:15 14:17,24 26:18 32:16 33:8,20 36:5,16 44:15 46:25 48:20 56:4 73:25 74:3 79:6 84:4 85:10 89:11 89:20 91:19 92:6 95:20 96:9,24 97:5 100:15,22 101:13 111:13 112:21,23 117:14 137:9,11,16 139:15,16,18,23 139:25 140:4,6 141:6,8 142:17,20 142:22 143:3 144:3,7
deliveries 10:22,24 11:2 26:24 27:6 27:23,25 29:20 31:3,7,14,23 32:8 32:17,21,22 41:13 42:15 46:8 48:15 56:2 57:2 62:5 65:25 66:13 68:9 69:23 70:15,21 71:6 72:2,3,8 77:14 85:22 86:15 88:15 89:12,21,22 92:9 93:4,7,13,18 94:20 96:3,6,12 98:16 100:16,24 103:4 105:11,21 111:7 113:17,18 117:7,9,11 119:12 120:24 122:2,13 122:19 123:3 124:12 125:14 127:11 128:4,20 129:17 130:12 133:3,6,11 134:13
delivering 46:9 68:17 101:8 113:23 117:13 133:20
delivers 32:11,14 41:23 45:17 54:3 62:15 63:14,21 66:23 78:14 80:12 86:4 91:8 94:20 102:4,16 103:2 132:25
delivery 25:25 54:23 56:4,13 69:9 70:13 83:4,5 83:11 88:17,19 95:2
demurrage 3:7 8:24 13:10,13,20 14:22 15:5 16:11 16:16,20 17:2,5,8 17:12 19:21 20:7 20:11,20,22 24:8 24:11 25:12,15,20 25:25 26:11,16 41:14 42:8,9,16 58:5 66:16 78:24 84:8,19,22 85:16 85:20 86:10 87:9 87:11 89:12 90:12 90:21 91:12 97:25 98:10 99:12 101:15,23 102:5 102:15 103:6,11 103:24 105:21 112:7,10,19 116:15,19,20,21 117:2 120:16,18 120:22 130:11,18 153:4 154:3 159:20 161:5,10 161:15 162:13,16 163:9,14,17
department 108:16
dependable 117:25
depends 101:7
deposition 1:18 51:22 81:11 95:9 164:4
derives 132:15
describe 37:17 47:8 149:20
described 7:22 38:24 75:10 77:11 158:12
describing 39:14
DESCRIPTION 3:4
desire 59:19
desperately 114:2
despite 111:4
destined 48:3 92:6
detail 162:20,21 163:2,3,4
determine 48:22 145:9
developer 8:19
difference 102:21 103:2,7 143:24 151:3 152:5,21 154:8
different 5:16,18 7:4 23:22 34:13 41:4,6,18,18 48:23 77:3 78:5

80:8 109:21 110:7 110:7,16,17,17,18 133:18 143:22 150:15 151:6 156:20 160:12,13
difficult 18:23
difficulty 18:8
direct 2:22 4:1,9 5:1 6:1 7:1 8:1 9:1 10:1 11:1 12:1 13:1 14:1 15:1 16:1 17:1 18:1 19:1 20:1 21:1 22:1 23:1 24:1 25:1 26:1 27:1 28:1 29:1 30:1 31:1 32:1 33:1 34:1 35:1 36:1 37:1 38:1 39:1 40:1 41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1 49:1 50:1 51:1 52:1 53:1 54:1 55:1 56:1 57:1 58:1 59:1 60:1 61:1 62:1 63:1 64:1 65:1 66:1 67:1 68:1 69:1 70:1 71:1 72:1 73:1 74:1 75:1 76:1 77:1 78:1 79:1 80:1 81:1 82:1 83:1 84:1 85:1 86:1 87:1 88:1 89:1 90:1 91:1 92:1 93:1 94:1 95:1 96:1 97:1 98:1 99:1 100:1 101:1 102:1 103:1 104:1 105:1 106:1 107:1 108:1 109:1 110:1 111:1 112:1 113:1 114:1 115:1 116:1 117:1 118:1 119:1 120:1 121:1 122:1 123:1 124:1 125:1 126:1 127:1 128:1 129:1 130:1 131:1 132:1 133:1 134:1 135:1 136:1 137:1 138:1 139:1 140:1 141:1 142:1 143:1 144:1 145:1 146:1 147:1 148:1 149:1 150:1 151:1 152:1 153:1 154:1,11,15 155:1 156:1,5 157:1 158:1 159:1 160:1 161:1 162:1 163:1 164:1
directed 115:16,19 163:13
direction 74:14,15 74:17,17
directions 75:11
directly 73:25 155:3,4 156:9
Disclosure 4:2
discovery 51:20 76:5
discuss 20:14,18 106:10
discussed 14:12
discussing 20:10 89:5 159:13
discussion 91:16 145:6 154:5
dispatch 34:3,5,14 34:16 35:8,12,22
dispute 112:7 113:14 120:22 161:5,11,15
disputed 116:24
disputing 79:21,25 80:2 103:10
distinction 34:17 35:6
divide 55:17
divided 147:21 150:2
division 110:23
divisions 5:23 109:21 110:7,16 110:17
Dixie 81:6,7
dock 82:8
Docks 21:23 22:17
document 14:13 16:17 17:3,12 18:22 19:5,8,16 19:18,19 20:19 22:4 25:11,16 104:20 105:2 124:18,20 127:22 127:24 128:3,13 128:23 129:5,13 129:19,23 130:7,9 161:8
documentation 132:9
documents 16:12 48:21 144:10,15 144:16,20 145:8 146:5 147:2,4 149:22
doing 118:24 121:24 149:16 150:15 154:9 159:10
dollar 14:9 21:21 68:3 102:15 114:11 116:23 154:12
dollars 68:21 87:10 98:2,3 103:6 112:24 149:23 150:3 157:12,24
door 37:4,14 71:10 71:11
doors 57:25
doorway 72:12
dramatic 143:25 152:24
drastically 135:18
DRAUGHN 2:12
drill 34:25 41:20 57:24 79:15 82:8 117:12
drills 68:16,17 71:19 77:5 100:24 159:23
drop 38:7,17 71:16 143:25 152:8,24 155:3,5,21,22 156:9,10
dropped 38:10 93:9 108:20,25 109:3 132:17
due 106:23 132:23
dues 47:16
duly 4:7 165:12
DX-1 3:7
DX-2 3:9
DX-3 3:12
DX-4 3:14
DX-5 3:17

E

E 2:16 3:2,2,2,2 165:2,2
earlier 60:22 62:3 62:13 69:22 91:25 104:14 133:7 135:11 139:24
early 57:11 104:7
earned 155:10,12
easement 83:22
Eason 57:8,18,19
East 1:23 2:13
effect 120:15
effected 44:25 133:2 161:17
effective 18:13
egregious 133:13
eight 16:20 25:8 88:8 92:11 93:5 95:23 96:11 112:23 116:23 131:12,15 139:25
eighteen 143:24
eighty 49:5 159:7
either 30:23 31:14 34:10 35:21,22 71:9 83:4 111:2 116:21 123:18 136:3 165:19
elect 112:15
eleven 55:2 99:7,8
eliminated 109:4
eliminates 154:2
eludes 57:9
employee 34:10
employees 34:7
empty 73:16,20 74:14,20 75:2
encapsulated 146:16
ended 135:24 151:15
engine 41:21 72:20 73:8,11,14,16 74:9 78:3 80:25 84:16
engines 22:25 23:9 23:22 41:17 42:2 42:4 43:20 65:14 72:15,17 74:5,20 74:25 75:8,11 76:20
English 89:17
enjoyed 118:2
enjoying 106:23
entire 89:6
entities 111:23
entitled 26:24 32:2 62:7,9,14 63:14 70:15,22 121:2 125:13
entitlement 27:23
entity 37:9,20
entry 136:20
equal 117:25 152:7
erase 26:21
ESQUIRE 2:4,8,12
establish 79:18 85:5
established 69:21 95:8
event 165:20
eventually 113:8
everybody 63:18 134:15
evidence 30:10
exact 9:15 19:4 80:5 87:7 90:24 95:16 141:14
exactly 37:16 85:5 96:15 119:23 149:17 157:10
EXAMINATION 2:22 4:1,9 5:1 6:1 7:1 8:1 9:1 10:1 11:1 12:1 13:1

14:1 15:1 16:1
17:1 18:1 19:1
20:1 21:1 22:1
23:1 24:1 25:1
26:1 27:1 28:1
29:1 30:1 31:1
32:1 33:1 34:1
35:1 36:1 37:1
38:1 39:1 40:1
41:1 42:1 43:1
44:1 45:1 46:1
47:1 48:1 49:1
50:1 51:1 52:1
53:1 54:1 55:1
56:1 57:1 58:1
59:1 60:1 61:1
62:1 63:1 64:1
65:1 66:1 67:1
68:1 69:1 70:1
71:1 72:1 73:1
74:1 75:1 76:1
77:1 78:1 79:1
80:1 81:1 82:1
83:1 84:1 85:1
86:1 87:1 88:1
89:1 90:1 91:1
92:1 93:1 94:1
95:1 96:1 97:1
98:1 99:1 100:1
101:1 102:1 103:1
104:1 105:1 106:1
107:1 108:1 109:1
110:1 111:1 112:1
113:1 114:1 115:1
116:1 117:1 118:1
119:1 120:1 121:1
122:1 123:1 124:1
125:1 126:1 127:1
128:1 129:1 130:1
131:1 132:1 133:1
134:1 135:1 136:1
137:1 138:1 139:1
140:1 141:1 142:1
143:1 144:1 145:1
146:1 147:1 148:1
149:1 150:1 151:1
152:1 153:1 154:1
155:1 156:1 157:1
158:1 159:1 160:1
161:1 162:1 163:1
164:1

example 50:16
exceeding 86:2
exception 140:10
excuse 69:16
exhibit 2:19 21:17 103:19 105:5 130:3,8 138:23 160:23 161:4
exist 124:19
existed 25:13,19 26:7
existence 22:6
experiencing 159:25
explain 75:22 135:21 152:14 154:8 163:4
explanation 91:2 110:15 132:16
exploring 65:21
export 37:21,22 38:8 46:17 47:3,7 48:3,18
exporting 5:12 46:23 47:14,22 48:6
extent 28:20 29:25 59:17 65:22 83:19
extra 93:7,12 94:21 96:8,10
eyes 73:16 79:11

F

f 94:13 165:2
face 82:4,5 104:24 153:8
facilities 7:11
facility 8:25 9:3 10:9 13:11 58:7 74:2 114:2,9,13 114:25 115:11 118:13 127:12 132:21,21,22,22 134:2,3 146:19 158:6
fact 20:8 27:24 41:25 42:4 69:7 89:10 111:4 112:6
factor 66:25
factors 101:8
facts 30:13 64:21 100:6,8 123:7,15 134:20,23
factual 42:2 97:20 134:18
failed 16:16 68:2
failure 66:17
fair 45:22 155:6,15 155:20 163:11
fairly 23:6
faith 106:6 109:24 113:22 114:5 116:7 120:8 122:5 122:22
fancy 18:2
far 19:7 40:13 53:5 77:20 79:10 90:10 144:25 158:21
fax 3:14 34:23,23 34:24,25
faxed 12:13 103:17
faxes 34:11
February 3:8,13 18:13 42:9,13 43:14 44:25 45:17 60:14,25 85:25 86:5,7,8,13 87:7 88:20 89:13 90:14 93:3 95:10,17 98:3,10,16 99:12 100:13,23 101:25 102:6 130:10,25 135:17 139:16,22 140:5 155:10 156:7
fee 118:25
feet 40:7 69:3
fellow 136:8
fifteen 19:24 20:6 20:19 21:9,12 93:24 94:2 97:15
fifth 155:13 156:15 156:18
fifty 68:2 98:3
fifty-one 103:7
figure 40:10 48:17 59:20 108:23 148:7,8 152:12 157:11
figured 17:19
file 148:17,19,20,22
filed 9:13 10:16 22:9 99:20,23 102:4 160:8
filing 99:25
filled 150:19
finally 112:18
find 35:5 54:19 65:9 77:10 88:18 96:4 131:18 136:17 137:6 144:2
fine 55:24 57:22 81:12 139:5
finish 17:17,22 45:13 59:4 79:24 94:16 96:22 123:19
first 4:7 6:5 11:20 12:9,14 14:8,14 18:11 24:7,8,11 24:15,17 26:13,20 46:17 48:10,10,24 50:17,18 52:25,25 53:2,7 71:8 75:16 106:4,11 131:13 131:16,17 135:12 135:13,15 140:15 140:15,19 141:17 141:17,20,21,21 141:22,23 142:4,8 142:9,9,14,23 144:3,7 158:9 161:4,10,15 165:12
firsthand 60:4
fit 39:22
fits 69:8
five 20:3 40:2 48:23 69:4 87:21 88:16 89:3 121:5,6 137:4
fixed 155:17
flat 57:20
flesh 20:25
flexible 71:20
float 132:21
Florida 2:10
flow 57:12
Floyd 22:15 28:5,8 70:5
followed 58:12
following 19:24
follows 4:8
follow-up 58:17
foot 7:19 67:24 68:21 69:2 112:5
Ford 2:8,9,23 4:1 4:10 5:1 6:1 7:1 8:1 9:1 10:1,2,7 11:1 12:1 13:1 14:1 15:1,14 16:1 17:1,25 18:1,9,17 19:1,2,7,14 20:1 21:1,7,20 22:1 23:1 24:1 25:1 26:1 27:1,17 28:1 28:24 29:1 30:1,6 30:14,19 31:1,8 31:12 32:1,3 33:1 34:1 35:1 36:1 37:1 38:1,21 39:1 40:1 41:1 42:1 43:1 44:1,16,19 44:22,23 45:1 46:1,2 47:1,9,12 47:21 48:1 49:1 50:1 51:1,8,23 52:1,15 53:1 54:1 54:20 55:1 56:1 57:1 58:1 59:1 60:1,21 61:1,16 61:21 62:1,2,23 63:1,4,9,11 64:1 64:11 65:1,7,9,12 65:14,20 66:1,4 66:21 67:1,12,18 68:1,12,19 69:1 69:20 70:1,18,24 71:1 72:1 73:1 74:1,23 75:1,24 76:1,6,10,14 77:1 77:23 78:1,17,22 79:1,23 80:1,13

80:16,19 81:1,9 81:21 82:1 83:1 83:25 84:1 85:1,3 86:1 87:1,16 88:1 88:10 89:1,18 90:1,11 91:1,6,10 91:17 92:1,17,24 93:1 94:1 95:1 96:1 97:1 98:1 99:1,4,6,24 100:1 101:1 102:1,18 103:1,8,22 104:1 104:6,9,13,25 105:1,8 106:1,18 107:1,9 108:1 109:1 110:1,9,13 110:14 111:1 112:1 113:1,5 114:1 115:1,6,13 116:1 117:1 118:1 118:15 119:1,13 120:1,4,20 121:1 121:7,12,19,25 122:1,20 123:1,4 123:9,12,16,23 124:1,6,9 125:1,4 125:9,19 126:1,2 126:11,22 127:1,3 127:14,16 128:1,7 128:11,16 129:1 130:1,6,22 131:1 131:6,11,15,19 132:1,4 133:1,7 134:1,4,25 135:1 135:10,21 136:1,6 136:13,16,23,25 137:1,5 138:1,18 139:1,2,19 140:1 140:12,14,20 141:1 142:1,21 143:1,10,19 144:1 145:1,7 146:1 147:1 148:1 149:1 150:1 151:1 152:1 152:11,19 153:1,5 153:9,19 154:1,6 155:1 156:1,17 157:1,6,17,22 158:1 159:1 160:1 160:9,20 161:1,2 161:9 162:1,3 163:1 164:1,2

foregoing 165:9,14
forest 5:11
forklifts 64:8
form 14:15,18 49:11
forth 165:11
forty 108:24 116:3 160:11
forty-eight 14:7 26:19 90:15
forty-five 157:25
found 91:23,24
four 29:6 48:23 49:22 50:13 68:16 87:10 94:20 102:14 103:5,7 141:17,20,22,23 142:2,9,9,15,23 144:3,8
fourteen 143:23
frame 9:21 23:7 42:10,14,16 44:5 45:7 46:16 54:23 85:25 141:10 147:12 155:15 159:11
frames 149:2
freight 3:10 12:17 13:4 23:21 26:2,7 32:23 36:25 37:20 37:23 39:7 43:8 48:24 49:5 50:19 55:5 73:8 76:21 91:25 92:6 106:15 107:17,24 110:20 110:22 113:24 114:10,12 116:13
Fresh 6:20 11:24
Freudian 70:23
Friday 93:10 94:12 94:12,19,23
front 86:25 92:22 96:15 97:18,21 99:9 100:21 126:14,24 156:22
full 4:11 35:4 73:21 74:14 162:20 163:2,3
function 49:15
further 162:22 164:3 165:18
Furthermore 66:15

G

game 133:9
gather 106:5
gathered 51:13
general 23:10 40:19 108:8
generally 19:15 40:21 141:25
generate 40:15 45:22
generated 17:4 149:5,8,9
gentleman 57:9 103:17
Georgia 1:2,15 2:5 2:11,14 6:14 7:8 7:20 13:23 49:7 49:25 106:25 109:8 156:15 165:4,25
German 133:18,20 138:21
getting 13:2,10 41:13 43:23 45:17 46:13,23 54:2 57:2 58:22 59:6 66:12 77:13 79:7 85:22 92:25 93:6 93:18 95:10 96:2 96:6,12,21 128:5 159:22
Gibson 52:12,13
girl 136:2,10
give 15:13 27:13 29:5 47:19 50:10 57:23 65:24 69:16 72:6 101:11 123:17 131:15 147:19 149:13 151:23
given 9:10 14:7 25:14 27:9 51:21
gives 55:12,18 87:7 150:3,7,9,23
giving 59:22 93:12 98:21 123:20
go 7:7 48:4 52:14 55:22 91:21 94:22 94:25 96:14 100:20 102:7 104:20,22 115:12 126:6 142:6 151:5 156:20 157:25 158:19,22 162:10 163:8
goes 51:17 161:24 161:25 162:2
going 11:6,7,12 16:3 17:20 18:2,3 18:5,7,23 21:2 27:10 28:19 41:4 41:17,21 42:6,23 43:13 48:13 50:12 54:24 55:16 58:19 59:16,24 60:11,24 63:2 64:10 67:16 71:16 72:9 74:14 74:24 75:11 78:4 88:15 91:11 96:13 103:24 104:22,23 109:8 114:23 118:22 122:18 123:2,21 126:12 129:2 134:11,17 134:22 136:9 139:9 146:7 150:12 151:19,23 153:17 156:2
good 15:23,24,25 23:7
gotten 13:12 79:14
GPA 13:13 14:15 22:20 23:16 24:25 25:10 28:5,9,11 29:3,5,21 30:2,15 30:24 55:9 68:15 69:4 70:7 73:25 74:4 76:22 104:5 105:18 106:15 114:13 116:18,21 158:6 160:14
grace 90:16
greater 119:7
greatest 39:15,17
green 76:24
Griffith 82:21
gripe 96:3
gross 149:13
groups 5:17,19
guess 58:21 59:9
guy 82:2,14
guys 69:15 76:22 93:15 133:20 159:9

H

Habersham 2:4
hair 52:13 155:20
Hancock 6:4
hand 21:2
handle 37:23,25 40:5,13 51:18
handled 75:14 108:18
handles 42:21 52:3
handling 37:20 51:11 107:2 109:5 109:6
handwritten 145:19 146:2
hang 59:4 148:6,13
happen 40:6 128:24 129:2
happened 86:6 97:18 98:18 123:25 160:6,10
happens 38:11
happy 19:3 119:3
Harbin 22:15 28:5 28:8 70:5
hard 58:22,24 110:12
harder 96:23,25
hardhats 76:22
Harrington 7:2,3
haul 58:4 137:18 137:19
hauled 8:25 58:6 60:8 85:15 113:6 139:3

hauling 72:15
head 82:22 108:23
headed 72:16
heading 39:7 41:21 43:23 49:10
heads 39:8
hear 30:18 126:4
heard 133:19
hearing 122:11 123:25 126:17 128:25 129:4,14
heavy 57:11,16
heck 97:12 98:15
held 59:12 84:4 91:16 106:3 112:12 138:16 145:6 154:5
hell 12:11 70:25 159:18
help 17:25 89:17 111:6
helpful 136:8
herein-before 165:11
hey 126:10
He'll 5:21
highest 51:3 106:5
highway 41:21 65:15 72:22,22
highways 74:13 82:15
hire 64:8
historical 27:4
historically 27:24
hit 49:17 53:22 54:6 55:3 136:4
hits 37:4,14
hitting 50:15
hold 4:23 33:13 55:21 67:9
holding 97:11 113:18
home 115:12
Hopefully 109:16
hostage 55:21
hour 1:25 26:19 72:11 73:6 90:15
hours 14:7 39:9 57:4,24 71:16 73:7
house 46:24
how's 159:10
hundred 50:5,6 68:2 69:4 92:10 97:20 112:5 149:23 150:2 157:12,24
hypothetical 64:18 65:6,21 66:6
H-a-i-r 52:16

I

ICC 22:9
ID 49:3 50:11
idea 12:7 34:15 43:13,16,17 44:6
identification 21:19 87:8 105:7 130:5 138:25 160:25
identified 51:20 80:10,14 149:22 163:12
identify 81:22 104:16
idle 78:10
IDs 52:3
immediately 124:3
impact 135:6
important 71:21
imported 47:17
importing 47:15
impossible 57:21 63:21 64:13 66:8
impression 14:20 14:24 15:3,7
include 90:15 137:15 147:15
including 21:23
incoming 47:4,5,7 47:8
inconsistent 64:23
INCORPORAT... 1:6
increase 12:14 45:2
increased 64:7 65:3 65:3 101:15,23 111:8 112:2,3
incurred 112:11
incurring 8:24 58:5 85:16 153:3
INDEX 2:19
indicate 144:11
indicated 19:22 35:17 45:16 52:23 60:7,12,22 62:7 62:14 72:14
indicates 19:20 103:9
indicating 18:13 20:23 35:23 59:2 59:5,6 128:19
individuals 82:5
Industrial 8:11,14
industry 16:9
information 44:21 47:20 48:21 51:14 53:4 76:5 87:4 97:17 98:25 101:10 110:5 123:18,24 124:3 137:3 162:12,14 162:18,23,25
informed 92:2
inherited 29:15
initialled 129:19
initiated 117:6
inside 106:9 144:22
insistent 121:17
instant 9:14
instituted 112:13
instruct 123:21
instrument 16:3
intend 117:3
intention 117:23
interchange 49:7 118:25 119:5
interested 153:21 153:23,25 165:19
International 49:6
internet 49:14
interpretation 110:10
interrogatories 8:22 20:23 97:23 99:3 156:24
interrogatory 131:12 160:8
interrupt 79:25 87:5
intimately 12:3
introduced 138:22
inventories 132:10
inventory 132:11
investigating 143:22
invoices 17:9
involved 5:6 8:7 28:13 58:13
involvement 58:15 58:16
irrelevant 76:9
issue 59:18,19 84:2 94:16 106:24 115:11 120:11,12 120:16 143:23 163:19
issued 19:25 21:15 21:22
issues 162:16
item 49:8
It'll 17:25
i.e 74:12

J

J 1:20 165:7,23
Jacksonville 2:10 18:3,6 55:21 147:23
Jamie 51:17,25 52:2,10,13,13,19 140:24
Jamie's 51:19 52:5 52:7,11
January 97:24 98:10 99:11 100:12 140:5 141:15 159:19
JASPER 81:2
Jenkins 103:21
Jim 3:17 57:7,18 159:5,8 163:10
John 1:18 4:6,12 8:18 110:24 111:2
jot 49:10
judge 121:20,21 125:5 126:18
jump 100:13
jumped 98:2
June 3:18
jury 126:14,25

K

Kaufman 108:7,14
keep 49:15 132:22
keeps 17:23
Kelly 125:3 126:8,9 127:25
Kenneth 1:18 4:6 4:12 164:5
Kenny 44:13 84:11
KGs 149:13 150:5
kids 41:3
kind 39:8 68:10 125:17
knew 52:9,10
know 17:18 19:7 24:16 28:22 33:18 34:20,20 35:2,4 37:7,13 39:4 41:22 44:8 46:20 51:10 52:7 53:19 53:23 54:5,9,13 54:13 55:16,19 56:14,15,19,21,24 57:24 59:20,21,21 60:2,3,6,13,23 61:3 63:25 64:4 64:15 73:5 76:17 76:20 78:7 83:15 83:15 84:18 89:16 90:3,5 94:24 101:3 102:2 107:14 109:11,16 112:8 116:13 124:20 125:17 131:20 133:22 134:14,14 135:13 136:18 141:16,25 142:24,25 143:9 143:15,17,18 144:4,6 145:11 146:16 148:11 150:15 151:6,7,10 151:11,12,18,22

151:22 153:10 155:17 156:21 157:8 158:23 159:21
knowing 25:13,18
knowledge 14:6 15:16 16:7 35:21 36:23 37:3,3 38:25 61:12,24 75:18 88:20 95:9 100:9 101:15 139:17
knowledged 109:2
known 124:25 153:12
knows 10:3 26:7 65:19 126:21 134:14,16,17
Kraft 109:6,7 158:5
Kyle 1:20 165:7,23
K-Mart 69:5

L

labor 111:14
lack 78:14 80:6 83:23 102:4 111:6 113:17
lacking 90:9
lacks 15:12
laden 48:4
lading 48:25 49:23 49:24 50:3,4,7,21 50:22 51:16 53:15 54:10,22 59:9
ladings 59:10 60:5
Ladsen 6:4 51:25
language 129:24 138:21
large 100:12 106:14
late 44:12 57:12 71:17,18,18 96:18
Law 1:22
lawsuit 9:14 10:16 18:22 24:13,15 26:23 27:22 51:2 61:8 63:13 99:20 134:12
lawyer 122:14 126:21
lawyers 122:23
lead 72:25
leak 98:9
learn 23:8
learned 22:19
learning 65:18
lease 7:19 8:6 11:9 13:11 24:25 29:2 29:9,10,13,14,18 30:22 31:24 69:24 76:21 83:12 113:20 114:12 117:21 118:6,13
leased 68:15 114:25
leases 25:3 29:17
leave 43:5 49:16 73:20
leaving 72:18,23,24 73:5 74:20 77:18 139:8
led 42:16 43:14 68:4 89:9,12
left 73:10,11,16 97:13 109:10 158:6
legal 15:8,13 27:12 28:21 83:20,23
legally 15:9,11
legitimate 121:15
length 33:15 37:18 140:25
lessened 48:14
letter 3:17 14:16 44:12 124:16 125:16,20 127:9 160:22 161:4,11 161:19 162:5,6,7 162:10
letters 20:9 163:13 163:16
let's 24:2 37:2 40:2 63:12 81:10 95:14 105:22 115:10 126:6 136:13 142:6
leverage 13:22 14:4 14:16
light 117:19
limitations 64:16 64:18
Limited 8:11
line 3:9 18:25,25 19:12,12 23:11,16 33:20 44:24 45:14 104:23,23
liner 109:6,7 158:5
lines 66:9 75:14 77:4
link 1:15 2:7 20:9 22:23 37:19 51:2 57:7 74:6 75:10 76:18
Link's 137:11
Link/SPTR 99:11
list 137:25 138:2
listed 148:2
listen 65:17 110:12
listening 129:4
little 7:14 26:4 60:10 71:17 92:21 93:2 114:4 127:18
load 38:7,15 114:10 141:19
loaded 73:17 148:5
loading 38:8 148:11
local 23:15
located 7:24
location 10:20 80:8
locations 7:21
log 145:2
logo 74:8 81:7
logs 144:23
long 6:16,23 9:6 72:2 77:5 92:7,18 118:9
longer 92:21 109:6
look 17:14 45:11 55:16 101:5 103:12 132:7 140:18,21 141:18 145:8 146:7,20 147:4 151:22 155:16 163:12
looked 90:20 104:17 111:22 132:10
looking 18:20 55:19 86:9 87:23 94:5,6 99:2 131:9
looks 67:15
loses 109:24 118:10
losing 113:24 115:2
loss 146:17 152:14 154:17
losses 111:13 114:6 114:7
lost 106:6,13 107:13,14 110:2 111:5 116:6 131:4 154:17 157:12,13 157:19 158:13,17 160:7,14
lot 18:2 68:3 152:21 159:12
loved 129:7
low 114:10
Lyons 5:24
L-a-d-s-o-n 6:6
L-y-o-n-s 5:25

M

M 3:2
mad 18:4
Mahoney 1:22 2:13
mail 161:25
maintain 118:4 120:9
maintaining 109:15
major 89:17
majority 8:9,10 55:5 73:24
makeup 57:20 88:12
making 34:17 35:6 42:3 67:7 99:21 103:12 110:8
man 6:24 8:21
management 25:4
manager 108:8
managing 22:16
March 18:13 20:2 20:22 42:10,13 43:14 44:25 45:17 60:14,25 85:25 86:14 140:5 158:22 159:3
margin 118:11 151:10
marked 21:18 105:6 130:4,7 138:24 160:24 161:3
market 48:3 106:4
match 92:4
materialize 75:20
materialized 71:19
math 101:21,21 102:23 146:11 149:17
matter 31:21 62:15 73:6 149:16 152:6 159:13 161:6,11
McCarthy 3:15 5:11,19 24:23 35:13,14 42:21 58:12 90:22 130:9 132:3 144:21 146:6 162:7,10 163:19
McCarthy's 5:9 87:6 90:13
McDonald 8:10,11 8:13,18
mean 6:10 15:7 31:6 41:3 46:9 47:4 58:24 62:9 68:13 91:20,21 94:3 106:19 120:15 124:19 129:22 137:19 141:25 153:16 159:6,11
meaning 87:24 113:13 154:14
means 30:15 53:10
meant 31:25 48:7 89:15
meet 159:5
meeting 20:17 58:20
memo 48:25
memory 9:24 18:24

met 26:10 63:22 82:2 91:9
metric 150:6
Meyer 1:18 4:1,6 4:12,15 5:1 6:1 7:1 8:1 9:1 10:1 11:1 12:1 13:1 14:1 15:1 16:1 17:1 18:1 19:1 20:1 21:1 22:1 23:1 24:1 25:1 26:1 27:1 28:1 29:1 30:1 31:1 32:1 33:1 34:1 35:1 36:1 37:1 38:1 39:1 40:1 41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1 49:1 50:1 51:1 52:1 53:1 54:1 55:1 56:1 57:1 58:1 59:1 60:1 61:1 62:1 63:1 64:1 65:1 66:1 67:1 68:1 69:1 70:1 71:1 72:1 73:1 74:1 75:1 76:1 77:1 78:1 79:1 80:1 81:1 82:1 83:1 84:1 85:1 86:1 87:1 88:1 89:1 90:1 91:1 92:1 93:1 94:1 95:1 96:1 97:1 98:1 99:1 100:1 101:1 102:1 103:1 104:1 105:1 106:1 107:1 108:1 109:1 110:1 111:1 112:1 113:1 114:1 115:1 116:1 117:1 118:1 119:1 120:1 121:1 122:1 123:1 124:1 125:1 126:1 127:1 128:1 129:1 130:1 131:1 132:1 133:1 134:1 135:1 136:1 137:1 138:1 139:1 140:1 141:1 142:1 143:1 144:1 145:1 146:1 147:1 148:1 149:1 150:1 151:1 152:1 153:1 154:1 155:1 156:1 157:1 158:1 159:1 160:1 161:1 162:1 163:1 164:1,5
midnight 117:12
Mike 5:24 51:25
mill 39:5 49:6 55:6 91:23,24
Millennium 107:4 108:20 109:18 160:5,12
Miller 2:9
mills 13:8 48:25 97:6
mind 69:10 72:6,10 74:10 81:25 82:25 83:8,13 138:3
minimal 97:25
minimum 26:24
minority 8:8
Minorly 8:8
minute 69:16 106:11
minutes 137:4 157:25
mirror 141:11,11
Mischaracterizing 63:5
misrepresent 123:8 123:10,15
misrepresentation 133:13
misrepresented 126:10 135:23
missed 122:9
missing 50:8,9
misspoke 142:5
misstates 27:8 30:13
misunderstand 128:14
misunderstood 46:5
mixing 62:9
moment 47:23 105:23 142:7 158:12
Monday 97:19
money 35:24 45:22 117:22 118:7
Monte 6:19 11:24
month 19:24 86:5,6 86:8,18 87:6 88:20 100:14,22 101:6,24,25 102:6 113:25 116:2 130:10 133:12 139:11 163:8
months 130:17,25 135:17 140:8 141:18,20,22,23 142:2,9,10,15,23 144:3,8
morning 57:23 71:9
Morrissey 110:25
mosey 67:23
move 47:20 141:3 141:15
moved 118:21
multiple 35:14
mute 129:8
M-e-y-e-r 4:14

N

N 2:16 3:2,2
name 4:11,13 6:5 8:17 51:19 52:5,8 57:9 82:21,23 108:3
named 35:8
names 7:4
nature 12:6 24:19 40:14,19 101:5
necessarily 88:5
necessary 36:13 60:17 61:4 62:20 86:15
need 10:25 32:23 33:7 46:21 54:15 55:22 71:17 84:7 100:20 103:12 113:22 128:12 135:8 140:24 150:7 162:14,19 162:25
needed 32:15 43:8 86:3 117:11 159:24
needs 38:16 108:17 110:18
Neil 7:2
net 147:21,22 155:11 156:8
never 12:11,12,20 17:3,11 22:15 25:22,24 67:12,16 67:22 68:2 71:19 75:17 92:2
nevertheless 25:19 26:9 32:14,16 111:7,25 118:16 121:25 137:4
new 10:9 11:4,12 11:13 40:3 58:6 77:8,9,12 111:15 111:16 114:17 115:15,17,20 117:7,19 118:23 119:3,8,22 120:6 126:5 148:18 159:10
newly 23:20
newspaper 23:10 23:13,15
nice 153:16
night 71:9 93:10,11 94:12,12,23
nine 40:9 56:3,10 56:11,22 57:14 67:2,3,8,9,13 68:8 69:9,11,16 71:21 86:2 87:15,25 88:5,13 89:2 93:21,25 95:11,21 96:7 97:4,4 100:19 120:9,11 150:3
Nixon 49:7,7 88:3,4 97:6
nobody's 79:21,25 153:24
non-delivery 102:10 106:2 132:23
Norfolk 9:3 11:3 33:13,14 49:9,19 58:3,21,25 59:5 59:25 73:24 97:10 113:9 115:10,16 115:25 116:11 117:3,6 119:2,5 138:5,7,12,17,20 140:11
normal 57:4 87:25 88:19,24,25 89:11 89:21 93:8 95:10 95:21 96:2 100:15
normally 42:21 43:20,20 63:22 107:23 108:2
Notary 1:21 165:8 165:24
notes 45:9,12 47:19 52:24 86:25 146:2 146:16,20,21,24 147:5 155:16 156:22 157:9 165:17
notice 1:20 20:14 20:17 39:12,15,17 39:19,24 49:9,12 72:5 91:22 139:14 145:13,16,17 146:4
noticed 22:25
notices 145:21 153:6
notification 49:13 50:13,21 51:16 54:21,24 55:15 71:4,12 72:12 137:11
notifications 53:16 54:10
no9w 109:8
NS 50:12
number 1:11 3:4 21:18 27:8,11 29:20 33:16 49:3 49:3 50:11 53:22

53:25 54:3 55:16 55:18 61:12,18,24 66:8 68:21 71:22 80:25 86:24 95:16 100:18 105:6 130:4 131:12,15 132:11,20 133:11 134:9 135:15,18 137:13,15 138:24 143:20 144:11 145:9,22,24 146:13 147:21 148:4,12 150:4,6 150:16,18,19,22 152:6 154:23 155:2,4 158:16 159:23 160:24
numbers 44:14 131:6,8 135:19 136:3 138:19

O

o 3:2 40:15
oath 95:9,22,25 126:24
object 15:11 27:7 28:20 29:24 63:2 67:5,6
objected 76:7
objection 20:4 121:15 127:19
obligate 128:3
obligated 29:22 31:22 32:20 62:5 65:24 70:21 71:25 72:5 120:24 129:17
obligation 29:12 30:11 31:2,5 62:12 105:13
obligations 83:21
observation 80:7
observations 64:24 75:10
observed 74:12,13 82:14
obvious 91:20 135:9
obviously 60:6 129:25
occasion 34:4 73:4 78:15 82:7
occasions 34:8 42:25
occupancy 9:10 10:11,14
occur 54:25
occurred 42:9
odd 150:3
offered 57:10,12,13
office 2:5,14 6:10 20:9,14 34:11 41:19 44:3 51:18 57:8,8,10 58:21 79:13 104:3,11 108:8
officer 4:20
officers 5:3
offices 1:22 6:11,13
off-the-record 91:15 145:5 154:4
Oglethorpe 1:23 2:13
Oh 6:24 30:17 108:11 133:8
okay 5:9 8:20 10:8 13:5,19 16:11,15 16:22 17:24 19:18 21:8,14 22:4 23:3 23:15 24:17,21 25:23 26:5 28:9 31:9,20 32:25 34:9,13,22 35:11 35:16 36:5,24 37:22 38:4,9 41:7 43:6,12,18,25 44:16,19,22 45:10 45:15 46:6,13,19 48:2,5 50:16 52:23 53:6 54:14 54:21 55:8 56:8 56:25 57:6 58:13 58:16 59:15,22 61:22 62:11 63:4 63:18 64:12 70:6 70:9,19 71:7 73:13,16,19 74:5 74:24 75:4 76:19 76:23 79:4,8,17 81:16 82:10,20 84:12,13,17 85:14 86:22 87:13 88:11 88:18,25 90:2,20 91:2 93:23 95:7 96:21 97:22 98:7 98:14 99:15,25 101:2,9,19 102:9 102:12 104:14 106:10 107:16,19 109:20 110:19 113:6 114:15 115:7,14,18 116:10 117:2 118:16 119:18 120:21 126:3 127:6,8 131:17 132:5 133:16,19 133:21 134:3,4,12 134:19,24,25 136:6 139:5 141:9 141:12 142:6,22 144:19,24 145:4 145:17 147:23 148:18 149:3,7,15 149:20 150:11,17 150:21 151:21,25 152:16 154:2 155:8 156:13 158:9 160:19 162:18
old 69:5 78:8 115:20 117:14,21 118:7,21,22 119:20,24 120:3,7 124:12 139:20 144:4 154:14,20 156:11
oldest 24:12 71:14
once 106:24 111:17 152:3 157:18
ones 18:12 112:25 144:16
one-on-one 82:11
open 57:25 111:15
opened 11:22 12:10 71:10 111:17 114:21 161:25
opening 2:20 11:4 40:3
operate 64:5 90:17
operating 9:7 24:25 57:4 90:18
operational 86:12 86:13 111:14
operations 7:11,22 22:21 82:24 83:8 83:16
Operators 7:4
opinion 15:13 42:17 77:11
opinions 83:24
opportunity 91:25
opposed 59:18 65:12 109:3,11 142:4
opposition 58:20
option 112:10
oral 70:3
orally 69:24
orange 41:21 76:20 81:17,18
order 14:22 15:4 19:21 33:11 38:24 49:3 71:15 76:2 94:16 149:10
ordered 33:7 39:6 136:18
orders 36:6 157:19 157:21
original 94:25 100:20
oris 74:11
Ortiz 107:20 108:12
outbound 48:4 147:7,10,14,16 148:2,20,21
outfits 77:2
output 149:3
outside 12:13 83:16
outstanding 84:7
overall 111:25
overhead 111:14 114:9 155:18
overseas 48:4
overtime 93:15
owe 84:24 87:12 159:22
owned 6:16 22:20
owner 4:19 100:4 119:18
ownership 8:8,9,10
owning 117:19
owns 8:5 37:8
o'clock 79:14,15
O.C.G.A 4:3

P

P 2:8
Pacific 107:6,8 108:19 109:18 160:5,12
page 2:17 3:4 19:19 104:5,21,21
paid 47:16 51:6 84:19,22 85:9 113:14 116:20
painful 129:20
painted 23:2,9 74:6
paper 5:12,21 11:23 25:14 40:23 40:24 41:2,2,3,3,6 41:7 49:6 103:4 103:23
papermill 86:21,23
papermills 101:4
paperwork 59:14 59:18 96:15 97:21 98:19 100:21 102:8
par 46:17,22
paragraph 99:5,7,8 103:14,15
parroted 124:3
part 14:18 79:9 106:19,20,22 133:15 143:3
particular 8:23 55:20 155:9
particularly 17:21
particulars 60:16
parties 126:16
Partners 8:6,7
partnership 8:17
party 165:19

path 151:6
patterns 57:12
Paul 108:6,7,14
pay 13:4,6,8,8 66:23 68:2 84:7 89:23 90:3 93:15 116:13 117:4
paying 33:18 36:25 84:23 112:10 114:10
payment 112:23 113:10
payments 112:19
pays 13:7
people 5:22 35:17 35:21 64:8 75:3,5 81:22 110:8 125:21 159:12
perceive 66:23
percent 49:5,22 50:5,6 92:10 97:20 108:24,24 160:11
performed 101:17 130:23 131:2,20 132:3 146:22 158:3,11
performing 146:25
period 16:25 26:19 61:14,19,21 87:21 89:3 90:16 92:12 112:16 135:4 155:10,12 156:7,8 157:13,19 158:18
person 22:17 26:9 28:6,16 35:6,8 52:19 81:25 107:23 108:3
personal 15:16,19 75:9 80:7
personally 15:22 20:13 35:12 42:19 42:24 82:13
persons 82:12
phone 34:20 35:7 44:2 58:11,17 163:10
photographic 18:24
phrase 62:25
physical 7:21 64:15 64:18
physically 63:20 64:13 66:8
picked 93:10 139:9 143:4
picks 34:19 35:7
piece 103:3,23
pile 97:14 146:6
pipeline 111:21
place 39:5 165:11
places 34:12 41:18 77:21
plaintiff 1:7 2:3 157:19
play 133:9
please 4:11 67:20 71:13 123:18 126:23 139:21
plug 147:12 148:7
plugged 148:8
plus 106:8
point 20:11 22:24 23:3,25 51:14 54:13 66:20 70:23 78:16,18,23 99:5 106:23 116:5 129:8
poor 143:12
port 1:15 2:7 3:7 12:4 13:23 14:17 19:23 22:21 23:10 24:5,8,18 25:9 28:13 31:21 33:5 33:13,15,23 35:19 35:23 38:8,19 41:10 42:20 43:13 43:15,21,22,23 44:4 49:17 50:15 56:10 58:23 59:7 59:23 60:11,18,24 61:5,8,10,13,25 62:6,16 63:15,19 63:24 65:4 66:11 67:2 71:25 72:16 72:18,24,24 73:2 73:5,9,10,11,15 73:17,20 74:19,21 75:12,15 77:18 78:9,10 83:2,9,22 84:5 105:15 111:3 136:4,21 139:14
portion 11:7 42:8 106:15 109:10,12 110:2
Ports 1:15 2:11 7:20 106:25 109:8
position 5:9 26:22 27:3,22 31:20 54:3 63:13 65:10 65:22 70:14 75:13 75:20 76:11 78:11 84:5 85:4,8,21 94:5 95:6 106:20 118:3 124:10 135:16
positions 4:23 35:4
positive 59:12 82:23 92:10
possession 36:10,11 36:13,15,17,20 75:17
possibility 106:7,12
possible 114:3
Post 2:5,14
pound 20:25
pounds 149:13,18 150:6
practice 27:15 28:21 39:25
premised 64:12
prepared 127:10 130:9
presented 17:9 19:22
President 4:24,25
pretty 13:12 71:15 135:15
prevent 74:11 83:12
preventing 77:13
prevents 69:8
previous 45:5 46:18 63:6 115:22
previously 19:13 22:20 62:20 120:21 122:3 134:7
pre-list 92:3
price 106:5
prior 6:18,25 7:5 11:4 22:5,9 24:14 26:13 28:12 32:6 36:19 37:7 40:3 50:14 55:12
privatized 23:12
privatizing 23:17
privy 128:24
probably 87:21 116:2 151:14 159:19
problem 65:5 69:10 119:23 120:5
problems 20:11
process 58:14 149:20
produce 6:20 11:24 88:8 91:25 145:11
produced 4:7 18:21 51:2 55:13 104:20 144:17
producing 76:8
product 36:14,15 37:19,24 38:13,14 38:23,25 39:22 40:4,16,16,20,21 44:24 45:21 46:24 47:8,14,23 48:6,7 48:13,18 49:4 50:7 52:21 86:16 88:8 106:4 154:13 154:19 155:7 158:24
production 55:12 97:6
productivity 97:5
products 5:12 40:22 50:5
profit 118:10,11 120:19 130:24 132:15,17,25 135:19 141:4 143:25 151:3 152:5 154:17 155:5 156:6 157:7
profitability 135:7
profitable 68:23 118:3 132:22
profits 131:4 146:12 152:14 155:11,12,21 156:8
profit's 143:21
prompted 44:2
proof 90:8
property 51:4
protest 112:24 113:10,13
prove 67:14
proven 67:10
provide 20:3,6 29:23 30:3 31:3,5 32:20 72:2 83:10 110:4 129:17 162:15
provided 15:4 16:2 16:2 29:2,3 30:23 49:14 104:15,18 108:4 146:5,12
provides 50:10
providing 19:9 30:16,19 115:7
provision 20:5
Public 1:22 165:8 165:24
published 116:11
pull 71:13 94:16,25 109:25 148:24
pulling 106:8
pulp 110:25 111:2
purchased 78:6,8 78:20 80:17
purely 152:6
purposes 8:17 104:19
pursuant 1:20 4:2
push 57:25 69:13 69:14
put 19:3 29:11 38:5 38:18 116:8 117:8 122:24 126:24 127:19 133:15 151:7,11,12 159:8
putting 113:23 114:4

P.A 2:9
P.C 2:13
p.m 164:6

Q

qualifications 15:12 83:23
qualified 27:13
quarter 46:18 48:10,11 50:17,18 52:25 53:2,2,7 135:12,13,15 140:15,16 141:17 141:21,22 142:4,8
question 11:9 12:16 12:17 15:2 21:3 24:19 26:4,6 27:8 27:18,19,20 29:25 30:6,21 31:17 33:3 51:24 56:20 56:21 59:4 60:20 62:21 64:12 67:6 67:19,20 69:6 71:23 75:25 76:15 77:16 79:24 84:25 94:8 96:22 102:14 102:21,25 115:18 118:5 121:5,8,13 121:21 122:21 123:5,22 124:4 126:17 127:22 128:9,15,15 129:12 133:2 135:3,8 137:2 147:19 155:24 156:3,4,21 158:2 159:15 160:3 162:22
questioning 45:14
questions 17:18 62:4,24 68:5 76:11 98:22 123:14,17 126:23 140:22 142:7 156:25 160:21 163:15 164:3
question's 17:20 20:16 62:18
quickly 114:3 122:16
quit 85:16 129:4 133:20
quite 23:18 119:3 144:18

R

R 3:2 165:2
rail 1:15 2:7 3:12 8:24 11:17,20 12:3,21 13:3,4 20:8 22:19,23 23:11,16,23 26:17 29:2 30:3,23 31:21 33:7,11,19 33:19 35:17 36:3 36:6,9,14 37:8 38:13 40:9,13 41:22,23 44:5 46:24,25 48:8 49:2,3,15 50:11 51:2,7,11 53:8,14 55:17,18 56:3,11 57:7 58:4 60:17 61:3 63:20 64:14 65:14 66:7,9,9,10 68:18,23,25 72:13 72:14 74:6,12,21 75:10 76:18 79:6 82:12 85:7,19 86:2,19 89:23 92:2 93:16 95:11 97:8 99:11 106:2 106:9 111:12,21 112:11,19,20 113:18 114:11,14 114:16,23,24 115:14 116:15 117:14,24,25 119:7,20 120:9,11 120:14 132:14,20 132:23 134:2,3 135:12,16,18 137:10,11 144:23 145:9,13,15 146:13 151:15,18 151:19,23 152:9 153:2,3 155:2,4 155:14,23 156:10 156:19 161:16 163:5,6
railroad 1:15 2:7 3:7,9 10:19 13:14 13:24 16:9 18:7 19:23 21:24 22:22 24:5,9,18 25:10 28:10,13 29:5 32:19 33:6,23 35:18,20 41:11 56:10 59:7,11,11 59:23 61:8 63:24 64:5,25 66:12 67:3,7 71:25 73:3 82:24 83:2,7,10 83:14 84:6,6,19 91:12 105:16 113:23 116:19 118:19 128:4 129:24
railroads 21:23
Railroad's 75:12
rails 26:20 44:14
railway 49:15
ran 13:13
range 39:22,24
Ranitz 1:22 2:13
rate 150:23,23,24 150:25 152:5
rates 12:6,18,23 14:22 18:11 21:15 21:22 22:13 25:10 25:18,19 26:14 90:21 104:15 116:10,12
rationalize 135:14
react 158:25
reading 99:14 133:4,5
ready 71:12,17
real 8:21 59:11 102:22 121:17 127:6
realize 23:22
realized 29:19
really 5:15 34:20 60:13,13,23 78:7
reason 20:21 29:11 56:9,16,22,24 77:24 80:4 82:21 109:23 114:12 116:6
recalculated 86:9
recall 9:13,15 18:14 27:19 98:4 98:9,11 99:13,16 99:17 102:10 103:11 123:5 161:6,12
recalls 157:5
receipt 98:20 145:3
receive 15:10 16:16 24:7,14 31:23 32:2 40:20 42:14 52:20 62:5 66:22 70:15,21 91:22 116:17 127:9 128:20 163:16
received 11:23 12:20 13:16 16:11 16:20 18:12 20:2 24:12,17 27:5,25 32:7,10,13 50:22 105:14 116:18 130:12 132:12 134:19 139:13 151:13
receives 51:15
receiving 17:2 34:11 40:9 48:15 87:22 92:9 105:10 161:6,12
recollection 102:7 146:9
record 17:23 19:3 20:24 30:11,13 64:22 90:7 104:19 123:8,11 127:7,20 158:8,23
Recorded 125:6,7,8
records 50:23 87:13 92:22 132:6 132:7,8
red 76:22
redeliver 59:13 71:13
redirect 119:19 120:2
redirected 115:15 115:18,19,20 120:6 146:18
reduced 165:15
reestablish 117:23
refer 139:4,6
referenced 104:14
referred 19:19,20 22:22 160:13
referring 18:19 35:7 47:23 61:17 82:17 90:16 105:3
refinery 78:8,21 80:24 81:3
regard 8:15,16 28:17 36:2 37:2 37:17 39:9 40:4 79:5 84:2 100:11 103:24 158:12
regarding 163:14
regardless 62:6,16 63:14 65:23 72:8 85:8
regular 11:21 34:7 43:21 94:4
reign 108:17
related 162:16
relation 60:12,16 85:6
relationship 76:17 82:11 117:24 141:7
relatively 97:24
relayed 59:8
release 84:21
released 53:21 54:7 86:20,22 87:18
relevance 147:9
relief 19:21 20:21
relies 68:23
remained 48:9
REMARKS 2:20
remember 24:10 54:25 99:4 103:17
remembering 63:7
render 83:23
repeat 62:20 83:6 135:2
rephrase 128:15

144:5
report 53:18 149:6 149:8,9
reporter 1:21 134:16 165:7
REPORTING 1:25 3:25 4:25 5:25 6:25 7:25 8:25 9:25 10:25 11:25 12:25 13:25 14:25 15:25 16:25 17:25 18:25 19:25 20:25 21:25 22:25 23:25 24:25 25:25 26:25 27:25 28:25 29:25 30:25 31:25 32:25 33:25 34:25 35:25 36:25 37:25 38:25 39:25 40:25 41:25 42:25 43:25 44:25 45:25 46:25 47:25 48:25 49:25 50:25 51:25 52:25 53:25 54:25 55:25 56:25 57:25 58:25 59:25 60:25 61:25 62:25 63:25 64:25 65:25 66:25 67:25 68:25 69:25 70:25 71:25 72:25 73:25 74:25 75:25 76:25 77:25 78:25 79:25 80:25 81:25 82:25 83:25 84:25 85:25 86:25 87:25 88:25 89:25 90:25 91:25 92:25 93:25 94:25 95:25 96:25 97:25 98:25 99:25 100:25 101:25 102:25 103:25 104:25 105:25 106:25 107:25 108:25 109:25 110:25 111:25 112:25 113:25 114:25 115:25 116:25 117:25 118:25 119:25 120:25 121:25 122:25 123:25 124:25 125:25 126:25 127:25 128:25 129:25 130:25 131:25 132:25 133:25 134:25 135:25 136:25 137:25 138:25 139:25 140:25 141:25 142:25 143:25 144:25 145:25 146:25 147:25 148:25 149:25 150:25 151:25 152:25 153:25 154:25 155:25 156:25 157:25 158:25 159:25 160:25 161:25 162:25 163:25 164:25 165:25
reports 148:24
represent 104:18 151:23 161:8
representation 69:22 70:3 105:17
representative 14:15 124:18
representing 122:15 128:25 157:23
request 145:11
requested 94:11 95:2
require 28:23
required 16:8 89:21
resistance 59:6
resolve 134:11,18
resources 64:25
responded 98:17 98:17
response 65:3 90:9 160:8
responsibilities 37:4
responsibility 5:16 29:22 30:2 37:14 110:21
responsible 60:7 83:3 134:22
rest 11:11 113:6,8
result 85:21 106:13 111:5 124:16 144:20
resulted 14:13 41:14 113:17 147:5
resulting 85:20
results 87:9 162:13
revenue 114:11,13 115:2 146:17 147:11,14,19 150:23
revenues 147:15 157:13
reverse 59:9
review 17:14 19:11 22:14 27:10 42:7 147:2
reviewed 21:14 87:12
re-delivery 113:9
re-released 113:9
re-submit 126:6
right 5:18 9:18,20 12:22 14:11 19:6 25:21 26:10 29:23 35:3 37:3,15 39:21 40:19 42:21 45:6,20 46:12,15 47:13,24,25 50:3 54:4 55:4 56:13 57:10 58:7 60:5,9 62:3,8,17 63:9 65:8,11 69:25 72:16 75:7 76:6 79:12 80:13 82:3 85:14 89:7,8 90:4 91:10 92:7,17 94:10,18 95:12,19 97:9 100:11,16 102:18 104:9 105:11,18 109:23 110:3 111:10 112:25 113:11 114:23 117:15 118:23 121:3 122:6 123:14,16 127:12 130:15 131:24 135:24,24 138:19,19 140:8 146:4 148:2 149:24 150:14 151:2,20 152:11 160:6,14 162:9 163:11
Riverplace 2:9
road 6:14 7:12,13 7:17,18,24 11:8 72:18 96:14 106:23 111:12,18
Rob 125:3 129:9,9
role 52:3
roll 41:6,7 106:8
rolls 132:12,14
Ron 79:24 126:22 127:14 135:21 153:16
RONALD 2:4
room 97:11 134:15
Ross 34:3,5,9,10,16 35:9,13,22 82:2 82:14
round 108:23
rule 126:6
run 55:12,20 57:13 64:2,4 83:15 94:4 118:9
running 114:16 118:18,18,20
runs 39:5
Russell 110:24

S

sake 95:14 105:23
Saniga 1:21 165:7 165:23
SAPT 97:12
sat 57:7 89:24 133:17 143:14
Saturday 93:9,15 94:9,15
Savannah 1:15 2:5 2:7,14 3:7 6:14,22 19:22 21:23 22:17 22:21 24:5,8,18 25:9 28:12 33:5 33:23 35:19,23 41:10 42:20 43:14 56:9 57:9 59:7,23 61:8 63:24 66:11 67:2 71:25 73:2 75:12 83:2,9 84:5 105:15 139:14 165:25
Savannah,Georgia 1:23
save 117:21 118:7
saw 12:12,16 18:11 41:17,25 42:4 43:17,21 72:14,17 74:5,6 75:8 78:3,4 79:10,25 80:7
saying 30:20 46:7 56:19 65:23 74:7 81:13 82:13 105:15 114:16 116:7 119:9 122:5 124:2,13 125:2 126:19 127:4,11 129:5 131:3 133:2 142:2 152:10 153:10 157:7,10 158:10
says 99:11 122:18 123:2 124:11,24 125:2,11 128:2 129:16 157:16 161:14
SBS 110:24
scale 25:15
scenario 63:23
scenarios 74:12
schedule 88:17,19 89:11 116:19 159:8,8
school 41:4 52:13
SEACO 7:3
second 5:13,15 28:6 45:13 49:8 52:25 71:11 72:13 83:4,11 131:14 148:6,13

secretary 5:5
section 51:18
sections 5:23
see 13:9,16 17:16 41:19,20 42:23 53:18 73:7 75:5 82:5 135:19,20 140:18 146:8 152:17 153:5,10 159:10
seeing 22:5 26:13 64:20
seeking 131:4
seen 14:18,19 21:14 21:21 22:2 34:12 73:16 82:18
sees 77:18
seldom 40:6
selling 23:16
send 21:4,5,8,11 34:23 71:11 108:17 120:7 136:9 158:25
sending 36:20 38:22 114:24
sense 38:9 41:3 58:24 68:7,11 93:20
sent 14:15 36:6 44:11 106:14 108:15 140:11 146:6
separate 35:8 77:4 111:22
separately 75:15
September 3:11 25:2
sequence 85:24
series 62:24
serve 43:22
service 22:10 29:2 30:3,16,23 42:5 43:24 60:17 68:23 69:2 77:3 78:9 80:4,6 117:24,25 143:12
serviced 73:2
services 1:25 3:25 4:25 5:25 6:25 7:25 8:25 9:25 10:25 11:25 12:25 13:25 14:25 15:25 16:25 17:25 18:25 19:25 20:25 21:25 22:25 23:25 24:25 25:25 26:25 27:25 28:25 29:25 30:25 31:25 32:25 33:25 34:25 35:25 36:25 37:25 38:25 39:25 40:25 41:25 42:25 43:25 44:25 45:25 46:25 47:25 48:25 49:25 50:25 51:25 52:25 53:25 54:25 55:25 56:25 57:25 58:25 59:25 60:25 61:25 62:25 63:25 64:25 65:25 66:25 67:25 68:14,25 69:25 70:25 71:25 72:25 73:25 74:25 75:25 76:25 77:25 78:12,25 79:25 80:25 81:25 82:25 83:25 84:25 85:25 86:25 87:25 88:25 89:25 90:25 91:25 92:25 93:25 94:25 95:25 96:25 97:25 98:25 99:25 100:25 101:25 102:25 103:25 104:25 105:25 106:25 107:25 108:25 109:25 110:25 111:25 112:25 113:25 114:25 115:25 116:25 117:25 118:25 119:25 120:25 121:25 122:25 123:25 124:25 125:25 126:25 127:25 128:25 129:25 130:25 131:25 132:25 133:25 134:25 135:25 136:25 137:25 138:25 139:25 140:25 141:25 142:25 143:25 144:25 145:25 146:25 147:25 148:25 149:25 150:25 151:25 152:25 153:25 154:25 155:25 156:25 157:25 158:25 159:25 160:25 161:25 162:25 163:25 164:25 165:25
servicing 77:8 78:13 83:17
set 71:5 94:13 100:18 131:16,17 165:11
sets 121:12
setting 121:20
setup 94:11
seven 16:25 17:11 88:17 92:11 93:5 95:23 96:10 112:4 139:25
seventy-five 115:25
seventy-two 55:17 151:20,20
shared 5:16
sheet 25:14 145:14 145:15,16
sheets 141:19 146:4 148:10,14,15,16
Sheffield 163:25
Sherry 163:25
shift 57:13
shifted 115:23
ship 38:5
shipment 148:20 148:22 149:10,10 158:17
shipments 11:24 37:21 46:17 106:3 132:11 147:7,10 148:3,21 158:19
shipped 148:25 149:14 150:5,16
shipping 38:23 44:25
short 3:9 66:24 67:21,23 68:6,25 69:18 102:13
shortly 65:9
show 18:18 25:11 98:6,12,14 104:16 127:23 128:12
showed 96:16,17 144:25
showing 92:3 161:3
shows 100:21
sick 159:9
side 28:10 74:8 94:5 107:2
sides 81:8
sign 59:10 119:21
signed 14:17 29:8 29:10 118:13 125:21 126:15 127:10,10 128:18
similar 25:11 130:16
simple 129:12
simply 77:17
simultaneously 77:19
single 58:17 101:7 116:20 137:12
sir 22:12,15 27:2 37:10,12 40:18,25 41:8 52:22 54:12 58:8 70:2 81:15 82:19 87:20 89:4 89:25 90:19,25 101:18,24 103:16 104:2,12 107:11 113:12,15 114:18 117:16,18 128:22 130:14 142:13,16 146:8 163:20
sit 19:11 33:19 35:18 36:3 43:12 43:16 70:9 89:8 97:16 102:2 124:13 129:9 132:17 142:24 144:4 157:8
site 120:19
sitting 78:10 116:16
situation 66:25 67:23 116:9
six 6:24 57:23 69:13 87:21
sixth 121:17
sixty 7:18 40:7 67:24 69:2,3 159:7
Sixty-five 115:25
size 69:7
slated 111:16
slips 94:25
slow 147:23 150:8
small 58:15,16 106:17
smirk 153:8
sold 22:20 23:11,18
solution 115:9
somebody 14:21 24:22 28:16 44:7 109:24
somebody's 20:25
soon 72:12
sophisticated 146:3
sorry 28:7 30:17 40:11 47:10,10 51:6 60:19 81:5 91:6 119:25 139:11 149:8
sounded 39:14
sounds 8:16 25:17 26:8 40:14
Southeast 7:3
Southern 7:8 9:3 11:3 33:13,14 49:9,19 58:3,22 58:25 59:5,25 73:24 97:10 113:9 115:10,17 116:2 116:11 117:3,7 119:2,6 138:7,12
so-called 5:13
space 11:9 40:12
speaks 127:24 129:23

specific 29:19 31:13 70:13 71:24 107:4,5,7 149:12 162:25
specifically 80:10
spell 4:13 6:5
split 57:13
spoke 52:19
spoken 127:25
spread 65:2 87:20
SPT 97:12
SPTA 97:12
SPTR 76:18 78:25 83:21 85:6 89:23 99:21 101:20 103:11 116:21 120:22 122:4 124:12 142:11
SPTR's 144:25
square 7:19 40:7 67:24 68:21 69:2 69:3 112:5
squat 140:21
SSDB 28:5
stack 144:19 146:9
Stand 67:19
standing 71:15
standpoint 54:21 54:22 86:12,13
start 12:9 13:10 24:24 71:11 113:23 159:16
started 12:2,17 14:14 92:5 159:3 159:4,4,5,18
Starting 158:21
state 1:2 4:11 21:23 22:8,17 29:12 165:4,9
stated 55:9 75:17 120:10
statement 126:18
statements 147:15 147:16,17 151:13
states 128:23
stating 20:20
stay 45:2 57:12
stayed 48:6 71:18
stays 40:17
stenographic 165:17
Steve 3:15 5:9,11 5:19 34:6 35:13 35:14,16 42:21 51:17 58:11 87:5 90:13 130:9 144:21 146:5 161:24 162:7,10 163:9,19
stevedore 6:19 7:2 11:17
Steve's 52:2
sticking 82:22
stipulations 2:20 124:17
stock 97:14
stop 94:18
stopped 53:20,20 53:21
stops 73:17
storage 9:8 111:20
stream 150:23
street 2:4 7:14
strike 75:8
strip 93:15
stripes 76:24
stripped 163:7
structure 5:2
student 7:6
stuff 40:8 111:3 152:22
subject 90:8
submit 90:7
subsequent 38:23
substantial 42:8
substantiated 50:20
sudden 95:13
sued 24:13 68:3
suffer 111:13
suffering 113:19 114:6,7
sufficient 54:2 72:7 132:20 162:14
sugar 78:8,20 80:24 81:3
Suite 2:10
suits 76:22 77:2
summary 149:10
Sunday 93:11
superceded 126:16
superintendent 6:19
SUPERIOR 1:2
support 20:10 70:14
supposed 32:19
surcharge 118:25
sure 13:12 15:6 20:10 23:18 33:21 34:18 54:12 58:19 68:10 81:2,4 95:5 95:16 98:24 114:15 126:12 135:25 140:25 141:16
switches 29:6
swore 97:23
sworn 4:7 165:12
system 52:4 91:21 150:6

T

T 3:2 165:2,2
table 159:16
tail 142:25
take 10:22 20:8 23:20 29:22 38:16 38:18 41:4 54:17 56:8 77:20 80:3 81:10 92:7,18 105:21 138:9 141:2 147:25 148:4,12 150:2,4 150:6 151:24
taken 1:19 22:21 25:6 69:19 132:12 138:17 143:4,6 165:10,17
takes 57:24
talk 23:11 106:12 126:8
talking 21:2 24:3 47:3,6 80:20,21 104:4 122:8 126:21 134:10 141:4,5 143:11
tariff 3:7,10 12:6 12:12,14,17,18,23 14:21,23 15:10 18:11 21:15,22 22:13 25:10,13,18 25:18,22 26:7,13 90:21 104:15 116:10,11
tariffs 22:8
telephone 42:22
tell 39:6 45:12 49:2 49:10 53:19 94:13 97:18 107:24 121:20 126:9 133:9 147:13 153:15,19
telling 44:18,20 83:14 104:24
tells 28:16
ten 6:17 12:20,24 13:2 16:19,21 39:23 67:22,25 71:3,3 79:14 103:15 109:17 118:2 121:8
term 12:25 15:7 31:4
terminal 1:15 2:7 3:7 19:23 22:22 24:5,8,18 25:9 28:13 33:5,23 35:19,23 41:11 42:20 43:15 48:8 49:13 56:10 59:7 59:23 61:8 63:24 66:12 67:2 71:25 73:3 75:12 83:2,9 84:6 89:24 105:15 137:8,12,13 139:14,15 140:5 141:6,8 142:12
terminology 125:17
terms 28:23 37:3 38:22 44:5 46:22 50:19 60:14 66:22 121:25 141:4,5 155:3
test 9:24
testified 4:8 18:10 26:14 58:6 62:21 95:22,25 133:10 134:7
testify 126:13 165:12
testimony 53:24 55:2 59:23 60:23 63:6 69:22 97:2 98:21 115:7 133:7 133:14 135:11,23 135:25 139:24 154:24 165:10,14
Thank 129:20
thanks 55:24
they'd 51:10
thing 19:12 59:11 70:23 71:9 116:18 134:18 159:6,16 160:16
things 12:6 20:18 45:9 64:9 101:4 128:7 141:13 156:20 159:14
think 6:24 14:3 15:17,22 25:2 33:2 36:22 44:15 51:10,21 122:12 138:2 144:14 155:25 159:3
thinner 65:2
third 49:12 83:4,11 117:11
thirteen 10:21
thirty 84:10,21 87:2,17,17 88:21 89:9,19 90:13 91:18 92:8 93:5 95:15,19 96:8,10 100:14 101:12,22 137:23,24 140:11 143:6
thirty-five 87:2,18 88:21 89:9,19 90:14 91:18 92:8 93:5,21 95:15,20 96:8,10 100:14 101:13,22 108:24 116:2
thirty-one 138:4,8

thought 15:19,22 20:12 44:11 55:10 55:14 62:14
thousand 7:18 40:7 67:24 68:2 69:2,3 69:4 87:10 97:25 98:3 102:15 103:5 112:5,24 113:25 116:23 157:12,24
three 6:10 10:25 26:24 27:5,23,25 29:6 31:3,5,6,23 32:8,11,14,17,21 32:21 39:20 41:13 42:15 44:15 46:13 49:22 50:13 54:25 55:6,25 56:5,6 57:2 62:5,15 63:14 65:25 66:3 66:12,23,24 68:8 68:16 69:8,12,13 69:15,15,23 70:21 71:13,14 72:2,3,8 77:5,14 78:14 84:6,8,9,9 85:9,10 85:10,11,12,22 86:4,14 89:11,21 91:5,8 92:15 93:3 93:6,9,10 94:15 94:16,19 96:3,6 96:12 97:7 102:4 102:16 103:2,4 105:10,20 111:6 112:4,11 113:17 120:14,24 122:2 122:13,18 123:3 124:12 125:14 127:11 128:4,20 129:17 130:12 133:21,23,25 134:8,13 141:2 151:24
three-fourths 17:20
threw 84:16
throughput 149:19 150:25
Thursday 97:19
tickets 95:2
time 9:21 11:19,19 11:20 12:9 20:12 22:18,24 23:3,7 36:19 42:10,13,16 44:5 45:7 46:16 50:14 54:23 55:7 56:5,11,23,25 58:22,24 61:15,20 61:21 68:8 69:8 71:13 72:7 73:6 77:22 78:16,23 82:4,4,8 85:24,25 86:18 87:22 89:6 94:12,12,14 100:19 106:5 112:16 121:17 126:13 135:5 140:25 141:10 147:12 149:2 155:14 156:7,9 157:14 158:9,18 159:11 160:7 165:10
times 16:21,21 25:25 26:2 32:7 32:10,18 41:18 57:19 66:3 70:13 70:19 71:5,24 87:14 121:6,8 150:7 162:15 163:5,5
timing 31:13
timings 31:13
today 19:9 43:12 43:16 53:24 70:9 75:23 89:8 91:12 96:2 98:22 102:2 115:8 146:12 157:8
told 28:3,4 29:8 33:25 43:3 57:16 57:19 68:15 75:21 78:19 80:9 85:8 96:13,15 98:23 107:16,17 108:14 129:10 140:24 147:11 153:17 157:4 158:4,5
ton 150:4,10,24
tonnage 88:25 132:12 146:14,15 147:7,10,14,16,17 147:20,25 148:3 148:21 151:13 158:7
tonnages 88:24
tons 55:16,17 147:22,22 148:4 148:11 149:17,25 150:4,16,18,19 151:20,20
Tony 159:9,10
top 89:20 93:7 95:13,21 100:15 108:23
total 16:6,20 143:20 145:20,22 146:14,15 149:13 150:4
track 10:19 33:16 48:24 49:15 50:6 50:17 53:22 54:7 56:6,12 66:24 67:2,8,13,21,23 68:6,14,25 69:7 78:4 93:16,21 97:11 119:6
tracks 35:18 49:17 50:15 55:9 74:2,4
traffic 11:5,7,11,12 11:13,17,21 12:3 12:21 31:22 40:13 44:5 50:19,19 57:12,17 60:12,17 61:4 62:6,16 63:15 64:7,14 65:4 66:7 87:22 87:24,25 93:8 95:11 115:14 117:17 118:21 119:20
train 34:11 44:11 57:21 74:4 77:17 77:21,25 78:8,12 78:20 80:2,3,5,8 80:11,11,14,23
trains 43:19 77:3 78:3 81:13,23,24 82:14 84:3
transaction 22:25
transcript 165:17
transcription 165:15
transfer 119:4
transit 55:7
transportation 22:10 37:9,19
trial 121:19 126:14
trickle 120:15
tricks 133:21,23,25 134:8
tricky 134:6
trip 92:15
trips 46:14 68:17 91:5
truck 38:6,18 114:10
trucks 38:10,15
true 60:15 61:3,6 90:5 100:8 165:16
trust 113:22 114:5 116:7
truth 165:13,13,14
try 47:13 154:10
trying 35:5 40:10 43:10 54:22 59:19 65:20 77:10 79:17 85:5 87:4 88:18 96:4 110:11 129:25 133:9 144:2 152:12 159:5,7,13
Tuesday 97:19
turn 47:19 114:2
turned 163:6,7
twelve 19:19 113:25
twenty 14:9 137:22
twenty-four 39:9 149:25 150:3
two 7:22 10:25 16:22 27:11 39:10 50:8 57:24 71:15 72:11 73:7 77:21 78:5 81:13 97:7 97:15,25 111:22 117:9,10 122:23 149:23 150:2
type 40:21 41:5 49:4 57:15 162:9
types 41:6
typically 40:17 56:3 71:4 88:12

U

U 3:2
Uh-huh 11:10 109:14
ultimately 139:24 140:6
unannounced 86:20,23 87:18 91:19 95:15 101:14 137:16 139:23
Unbelievably 62:23
uncouple 82:6
underneath 33:21
understand 14:25 14:25 15:15 17:7 17:10 19:2,15 26:3,23 27:3,18 31:17 35:11 43:6 43:10 51:9,12 55:23 60:20 61:7 65:7 68:20,24 85:2,4,21 95:5 96:25 106:16 114:15 118:5,20 119:24 121:7 126:12 134:10 143:21 146:11 151:2 152:3 154:7 154:23
understanding 26:15 27:21 28:15 33:22 56:2 81:19 85:12 130:8
understood 26:9 46:8 84:18 139:23
unexpectedly 89:20
unique 68:4
University 7:8
unload 14:7 146:13
unloaded 14:8 32:24 43:9 53:11

53:12,15,25 54:11 135:18 137:9 145:10 154:14,21 156:10
unloading 8:25 82:8 89:3 132:20
update 52:20
upset 66:16
use 15:7 18:2,6,7 26:20 31:4 38:9 49:18,19 125:18
uses 17:22 31:6
usually 27:5,24 41:23 75:5 109:24 125:20
utilize 118:12
utilizing 114:14

V

V 3:2
value 114:5
varieties 40:22
verbal 105:17
verbally 14:12 105:14
verbatim 63:7
verbiage 74:25
verified 99:7,16 100:6 102:3 103:9
verify 99:8
versus 28:17 103:7 124:17 135:16 137:7 155:15 156:7
Vice 4:25
VIDEO 1:25 3:25 4:25 5:25 6:25 7:25 8:25 9:25 10:25 11:25 12:25 13:25 14:25 15:25 16:25 17:25 18:25 19:25 20:25 21:25 22:25 23:25 24:25 25:25 26:25 27:25 28:25 29:25 30:25 31:25 32:25 33:25 34:25 35:25 36:25 37:25 38:25 39:25 40:25 41:25 42:25 43:25 44:25 45:25 46:25 47:25 48:25 49:25 50:25 51:25 52:25 53:25 54:25 55:25 56:25 57:25 58:25 59:25 60:25 61:25 62:25 63:25 64:25 65:25 66:25 67:25 68:25 69:25 70:25 71:25 72:25 73:25 74:25 75:25 76:25 77:25 78:25 79:25 80:25 81:25 82:25 83:25 84:25 85:25 86:25 87:25 88:25 89:25 90:25 91:25 92:25 93:25 94:25 95:25 96:25 97:25 98:25 99:25 100:25 101:25 102:25 103:25 104:25 105:25 106:25 107:25 108:25 109:25 110:25 111:25 112:25 113:25 114:25 115:25 116:25 117:25 118:25 119:25 120:25 121:25 122:25 123:25 124:25 125:25 126:25 127:25 128:25 129:25 130:25 131:25 132:25 133:25 134:25 135:25 136:25 137:25 138:25 139:25 140:25 141:25 142:25 143:25 144:25 145:25 146:25 147:25 148:25 149:25 150:25 151:25 152:25 153:25 154:25 155:25 156:25 157:25 158:25 159:25 160:25 161:25 162:25 163:25 164:25 165:25
view 111:24
viewed 111:22
viewing 80:18
visit 67:4
visual 64:23
volumes 136:22
vs 1:11

W

wages 114:8
Wainer 2:9
waiting 33:20 36:3 56:4 71:19
walk 95:4
wall 104:11
want 9:23,24 18:21 19:10 34:24 44:10 51:10 52:11 62:12 68:8 71:20 108:7 108:9 114:2 121:9 124:15 127:21 131:20 139:5 141:15 153:24
wanted 50:16 98:24 119:19 126:3 141:2,10,14 153:20
wants 84:17 110:18 140:23
warehouse 7:19,25 8:2,3,4,5 9:7 10:9 11:5 36:16,18 37:5,24 38:15 40:3 41:23 46:9 46:10 47:24 48:9 48:14,19 55:3 64:6 67:24 68:14 69:5 75:6 76:21 77:9,19 80:12 81:24 82:6,18 86:17 111:15,16 111:19 112:5 113:20,21,24 114:17 115:15,17 115:20,21 117:8 117:15,20,21 118:7,22,23 119:3 119:8,20,24 120:3 120:6,7 124:13 137:14 139:20 140:6 142:23 143:5,7 144:4 154:14,20 156:11
wasn't 9:17 11:13 11:14 12:16 48:19 59:16 129:20 130:18 137:24 160:6
watching 75:19
way 17:21 23:4 39:7 44:8 45:2 48:24 49:10 50:20 60:2,3 64:3,6 77:12 88:4 90:3 111:24 114:8 133:16 141:2 151:5,15 152:13 154:10,10,11,16
ways 48:23 133:18 133:22 150:15
wearing 77:2
weasel 129:25
Wednesday 97:19
week 39:10,12 89:4
weekend 88:14,15
welcome 136:24
went 52:12 53:5 73:11 84:9 86:8 122:11 149:21 158:6,17
weren't 45:16 46:25 47:16 48:14 54:2 74:25 75:2 93:6 96:2,6,11 138:16 159:22
we'll 43:4 65:9 71:12 85:10,11,11 94:14 120:8 122:13 124:6 129:11 153:5
we're 18:6 19:8 27:15 43:5 55:16 55:19 59:24 62:9 65:24 67:15 71:16 74:24 80:2 88:15 92:14 93:25 97:14 104:4,22,23 109:5 109:6,15 113:19 113:24 121:23 131:3 134:17 136:9 143:11 153:21,23
we've 16:19 19:7 19:13 27:13 44:21 68:3 69:21 71:18 89:5 95:8 97:4 103:18 109:17 114:7,9 121:4 130:7 132:10 137:25
whatsoever 16:8
wheel 108:10
whichever 101:21
white 81:6
WHITEHEAD 2:12
Whoah 67:5
whoever's 36:20,25
wide 40:21
wife 5:5
willful 133:15
willfully 90:9
window 72:11
wisdom 65:18
witness 1:19 4:8 10:6 17:24 18:16 21:6 30:9 31:10 38:20 47:5,10 50:24 51:5 52:9 54:18 61:23 64:2 66:18 68:13 70:17 74:18,19 75:21 77:15 80:17 81:5 81:20 84:12,15,23 88:7 92:20 102:22 103:20 104:10 107:6,8 113:4 115:5 118:11 119:11 122:9 125:7 126:5,9 128:14 130:21 132:2 137:21 138:4,7,11,14 143:8,17 152:15

152:17 153:12,16 159:18 160:15,18 161:16,20,24 165:11
witnessed 74:20
witnesses 76:2
wondering 34:17 110:4
word 47:7,22 84:15
words 13:20 17:22 18:3,6,7 31:6 48:20 50:6 62:10 105:22 145:21
work 6:9,10 26:17 33:12,23 37:16 39:3 40:8 45:24 46:3 57:3,11,25 69:12,13 71:10,17 71:18,20 79:3 94:15 96:25 136:2 136:5 159:14
worked 3:12 26:20 33:12 53:7,8,9,10 57:15 71:4 96:17 96:18 106:24 110:25 134:2,8 136:21 153:3 159:20
working 16:7 71:11 71:18 72:11 92:12 93:25 95:23 96:11 96:23 97:14 111:21
world 106:17
worth 87:10 103:6
wouldn't 35:24 44:8 56:22 73:20 90:3 93:17 112:12 141:20 152:6
writing 19:23 20:3 20:4,6,20 21:4,5,8 21:11 31:16,18 70:7,10,12,16,17 70:20 72:7 75:18 105:14 117:8,10 120:25 122:3,4,8 122:13,17,24 123:2 124:11 125:20 126:15 128:17 129:6,13 129:16
written 28:18 31:2 31:5 45:8 76:5 125:11,15 126:15 161:22
wrong 76:25 91:21 121:11 127:13
wrote 124:16 141:16

X

X 2:16 40:15,16 55:16 68:21 150:16,18

Y

Y 3:2 150:19,22
ya 74:24
yards 33:14 87:15
yeah 7:16 8:21 15:17 18:16 20:8 31:19 34:6 38:20 47:9 54:18 68:13 74:18 78:2 79:20 81:12 84:15 103:20 108:9,13 115:4 116:8 120:5 126:2 130:21 140:17 143:8 147:14 158:5 160:9,18 162:24
year 9:11,12 25:8 45:5 90:15 103:10 131:4
years 6:17,24 12:21 12:24 13:3 16:15 16:19,25 17:11 24:2 25:8 40:3 44:15 46:18 67:22 67:25 71:3,3 109:17 112:4 118:2 141:2 159:25
yesterday 44:12,12 52:9
y'all 102:16

Z

zero 105:23

$

$123,685 130:24 155:11 156:6
$2,890 99:12 100:12
$23,070 132:17 155:12 156:8
$50,000 102:17
$50,400 99:13 100:13

0

03 44:17
04 44:17
05 44:17
05-0755-AB 1:12

1

1 3:8 18:13,14 21:18 141:15
1st 25:4
10 10:17
10th 10:5,6
1001 78:2,9 80:20 81:14
1003 78:2,9 80:20 81:14
10223 2:5
105 3:11
110 1:23 2:13
12 3:15
12th 139:7,9,9
12:40 164:6
1200 2:9
13th 9:10 10:14,15 10:16 139:10
130 3:13
134 2:4
138 3:15
15-14-37 4:4
1500 80:24
160 3:18
165 2:25
175 6:14 7:11,24 9:5,6 10:20 58:7
1994 3:11 21:15,21 90:20 104:15
1995 14:14 25:3 28:14 105:14 114:25
1996 22:9
1998 16:22 22:18 23:5 24:2 25:18 32:6

2

2 3:11,18 105:6
2000 9:16 25:7 103:10
2003 3:18 24:14 25:8 53:5,7 130:25 131:5,22 135:12 140:15 141:10 142:10 143:21,24 154:12 155:10,15 156:6 156:16,19
2004 48:10 50:18 53:2,8 130:25 131:23 141:11 157:19
2005 1:24 3:8,13,15 9:12,16 10:9,12 10:13,14,16,17 12:14 18:15 26:14 32:7 42:10 48:11 50:18 53:2,8 90:14 99:11 130:10 131:2,22 135:12,17 140:16 141:11 142:14 143:24 144:3,7 154:13 155:11 156:9,15,19 157:14
2008 113:21
205 9:18
21 3:8 72:22
22 8:11,14
2204.6 150:7
24th 143:13
25 41:21 72:22
250 7:13,17,18 11:8 106:23 111:11,18 116:4

3

3 2:19 130:4,8
3.12 151:18
30th 1:24
31401 2:5
31402 2:14
31408 6:15
32207 2:10

4

4 2:20,23 138:24

5

5 160:24 161:4
502 53:8
551 53:9 142:19,22 144:7 152:20
555 135:13 137:7 139:13 140:4 142:14,18
569 53:8 135:11 137:6 142:10 152:20

6

600 2:10
6001 3:7
6004 3:10

7

786 2:14

9

9-11-28 4:3
9:00 1:25

DEFENDANT'S EXHIBIT 3

FEB 2005

RAIL CARS WORKED

	RAIL NUMBER	ARR DATE	WORK DATE	WORK TIME	DAYS HERE	FREE DAYS	CREDIT	DEBIT	REMARKS
1	RBOX 40655	1-29	2-1	0700			—	—	
2	EFC 340	1-29	2-1	0700			—	—	
3	SOU550012	1-29	2-1	0700			—	—	
4	SOU550510	1-29	2-1	1100			—	—	
5	NS 451349	1-29	2-1	1100			—	—	
6	NS 463410	1-29	2-1	1100			—	—	
7	SOU550748	1-29	2-1	1500			—	—	
8	NS 451021	1-30	2-1	1500			—	—	
9	NS 451114	1-30	2-1	1500			—	—	
10	NS 451304	1-30	2-2	0700				1	$20.00
11	NS 451187	1-30	2-2	0700				1	$20.00
12	NS 451293	1-30	2-2	0700				1	$20.00
13	NS 453013	1-30	2-2	1100				1	$20.00
14	CSXT 141899	1-31	2-2	1100			—	—	
15	RBOX 37312	1-31	2-2	1100			—	—	
16	NOKL 570691	1-31	2-2	1500			—	—	
17	RBOX 35251	1-31	2-2	1500			—	—	
18	RBOX 43025	1-31	2-2	1500			—	—	
19	RBOX 32543	2-1	2-3	0700			—	—	
20	HS 72199	2-1	2-3	0700			—	—	
21	NS 451209	2-1	2-3	0700			—	—	
22	SLR 5051	2-1	2-3	1100			—	—	
23	NS 451285	2-1	2-3	1100			—	—	
24	SOU550577	2-1	2-3	1100			—	—	
25	SOU550892	2-1	2-3	1500			—	—	
26	RBOX 38537	2-1	2-3	1500			—	—	
27	SOU530522	2-1	2-3	1500			—	—	

$80.00

$80.00

Aug 29 05 09:07a P.2

Aug 29 05 09:06a p.1

RAIL CARS WORKED

	RAIL NUMBER	ARR DATE	WORK DATE	WORK TIME	DAYS HERE	FREE DAYS	CREDIT	DEBIT	REMARKS
1	CSXT 141585	2-1	2-4	0700				1	$20.00 ·
2	CSXT 507189	2-1	2-4	0700				1	$20.00 ·
3	RBOX 30691	2-1	2-4	0700				1	$20.00 ·
4	CSXT 139502	2-1	2-4	1100				1	$20.00 ·
5	CSXT 507456	2-1	2-4	1100				1	$20.00 ·
6	CSXT 136900	2-1	2-4	1100				1	$20.00 ·
7	CSXT 137510	2-1	2-4	1500				1	$20.00 ·
8	CSXT 143025	2-1	2-4	1500				1	$20.00 ·
9	FEC 2015	2-1	2-4	1500				1	$20.00 ·
10	SOU 589848	2-1	2-7	0700				4	$80.00 · (4 @ $20)
11	CSXT 136979	2-1	2-7	0700				4	$80.00 · (4 @ $20)
12	RBOX 30309	2-1	2-7	0700				4	$80.00 · (4 @ $20)
13	CSXT 128567	2-1	2-7	1100				4	$80.00 · (4 @ $20)
14	RBOX 34421	2-1	2-7	1100				4	$80.00 · (4 @ $20)
15	RBOX 34765	2-1	2-7	1100				4	$80.00 · (4 @ $20)
16	RBOX 34475	2-1	2-7	1500				4	$80.00 · (4 @ $20)
17	RBOX 43790	2-1	2-7	1500				4	$80.00 · (4 @ $20)
18	SOU 523181	2-1	2-7	1500				4	$80.00 · (4 @ $20)
19	FEC 2240	2-1	2-8	0700				5	$110.00 · (4 @ $20 + 1 @ $30)
20	FEC 2500	2-1	2-8	0700				5	$110.00 · (4 @ $20 + 1 @ $30)
21	RBOX 20212	2-1	2-8	0700				5	$110.00 · (4 @ $20 + 1 @ $30)
22	RBOX 40881	2-1	2-8	1100				5	$110.00 · (4 @ $20 + 1 @ $30)
23	RBOX 35577	2-2	2-8	1100				2	$40.00 · (2 @ $20)
24	ASAB 7413	2-3	2-8	1100				1	$20 ·
25	CIRR 2067	2-3	2-8	1500				1	$20 ·
26	FEC 278	2-3	2-8	1500				1	$20 ·
27	NS 463808	2-3	2-8	1500				1	$20 ·

$1460.00

RAIL CARS WORKED

	RAIL NUMBER	ARR DATE	WORK DATE	WORK TIME	DAYS HERE	FREE DAYS	CREDIT	DEBIT	REMARKS
1	SOU18046	2-3	2-9	0700				2	$40 - (2@$20)
2	SOU565418	2-3	2-9	0700				2	$40 - (2@$20)
3	NS450681	2-3	2-9	0700				2	$40 - (2@$20)
4	NS451243	2-3	2-9	1100				2	$40 - (2@$20)
5	NS451252	2-3	2-9	1100				2	$40 - (2@$20)
6	NS451178	2-3	2-9	1100				2	$40 - (2@$20)
7	NS451214	2-3	2-9	1500				2	$40 - (2@$20)
8	SRN7140	2-3	2-9	1500				2	$40 - (2@$20)
9	AGR6700	2-3	2-9	1500				2	$40 - (2@$20)
10	NS451081	2-3	2-10	0700				3	$60 (3@$20)
11	SOU550200	2-3	2-10	0700				3	$60 (3@$20)
12	NS454289	2-3	2-10	0700				3	$60 (3@$20)
13	NS463877	2-3	2-10	1100				3	$60 (3@$20)
14	SRN5981	2-3	2-10	1100				3	$60 (3@$20)
15	RBOX31047	2-5	2-10	1100				2	$40 - (2@$20)
16	NS463455	2-6	2-10	1500				2	$40 - (2@$20)
17	NS463801	2-6	2-10	1500				2	$40 - (2@$20)
18	CIRR8006	2-6	2-10	1500				2	$40 - (2@$20)
19	NS463420	2-6	2-11	0700				3	$60 (3@$20)
20	SLC1059	2-6	2-11	0700				3	$60 (3@$20)
21	NS463125	2-6	2-11	0700				3	$60 (3@$20)
22	NS463508	2-6	2-11	1100				3	$60 (3@$20)
23	NS463901	2-6	2-11	1100				3	$60 (3@$20)
24	NS451398	2-6	2-11	1100				3	$60 (3@$20)
25	NS463130	2-6	2-11	1500				3	$60 (3@$20)
26	NS463518	2-6	2-11	1500				3	$60 (3@$20)
27	NS463500	2-6	2-11	1500				3	$60 (3@$20)

$1360.00

Aug 29 05 09:09a

RAIL CARS WORKED

	RAIL NUMBER	ARR DATE	WORK DATE	WORK TIME	DAYS HERE	FREE DAYS	CREDIT	DEBIT	REMARKS
1	SOU550868	2-6	2-14	0700				6	$140 = (4 @ $20 + 2 @ $30)
2	NS463728	2-6	2-14	0700				6	$140 = (4 @ $20 + 2 @ $30)
3	NS463820	2-6	2-14	0700				6	$140 = (4 @ $20 + 2 @ $30)
4	NS463403	2-6	2-14	1100				6	$140 = (4 @ $20 + 2 @ $30)
5	RBOX31963	2-8	2-14	1100				4	$80 = 4 @ $20
6	NW603585	2-9	2-14	1100				1	$20
7	SOU565420	2-9	2-14	1500				1	$20
8	NS467107	2-9	2-14	1500				1	$20
9	SRN 1917	2-9	2-14	1500				1	$20
10	NS467050	2-9	2-15	0700				2	$40 = (2 @ $20)
11	NS451068	2-9	2-15	0700				2	$40 = (2 @ $20)
12	SOU550825	2-9	2-15	0700				2	$40 = (2 @ $20)
13	SGLR5002	2-9	2-15	1100				2	$40 = (2 @ $20)
14	NS467166	2-9	2-15	1100				2	$40 = (2 @ $20)
15	NS472075	2-9	2-15	1100				2	$40 = (2 @ $20)
16	SOU550376	2-9	2-15	1500				2	$40 = (2 @ $20)
17	NS472236	2-9	2-15	1500				2	$40 = (2 @ $20)
18	NW603005	2-9	2-15	1500				2	$40 = (2 @ $20)
19	NS463895	2-10	2-16	0700				2	$40 = (2 @ $20)
20	NS463128	2-10	2-16	0700				2	$40 = (2 @ $20)
21	NS463757	2-10	2-16	0700				2	$40 = (2 @ $20)
22	NS467100	2-10	2-16	1100				2	$40 = (2 @ $20)
23	NW603011	2-10	2-16	1100				2	$40 = (2 @ $20)
24	SOU550430	2-10	2-16	1100				2	$40 = (2 @ $20)
25	SOU550628	2-10	2-16	1500				2	$40 = (2 @ $20)
26	RGB 7459	2-10	2-16	1500				2	$40 = (2 @ $20)
27	SOU550788	2-11	2-16	1500				1	$20

$1420.00

RAIL CARS WORKED

	RAIL NUMBER	ARR DATE	WORK DATE	WORK TIME	DAYS HERE	FREE DAYS	CREDIT	DEBIT	REMARKS
1	EEC 1106	2-11	2-17	0700				2	$40=(2@$20)
2	NS 451408	2-14	2-17	0700				1	$20
3	SLC 1051	2-14	2-17	0700				1	$20
4	SOU550544	2-14	2-17	1100				1	$20
5	NS 463488	2-16	2-17	1100			—	—	
6	NS 454335	2-16	2-17	1100			—	—	
7	SOU550384	2-16	2-17	1500			—	—	
8			2-17	1500					NO CARS AVAILABLE
9			2-17	1500					
10	SOU550577	2-18	2-18	0700			1		2-18 railcar arrived at 02:05 A.M. Available to work 2-18.
11			2-18	0700					
12			2-18	0700					
13			2-18	1100					
14			2-18	1100					
15			2-18	1100					
16			2-18	1500					
17			2-18	1500					
18			2-18	1500					
19	SOU565457	2-19	2-21	0700			—	—	
20	NS 451370	2-19	2-21	0700			—	—	
21	NS 463455	2-19	2-21	0700			—	—	
22	SOU550724	2-19	2-21	1100			—	—	
23	NS 451146	2-19	2-21	1100			—	—	
24	NS 463506	2-19	2-21	1100			—	—	
25	SOU 180661	2-19	2-21	1500			—	—	
26			2-21	1500					
27			2-21	1500					

$ 150.00

RAIL CARS WORKED

	RAIL NUMBER	ARR DATE	WORK DATE	WORK TIME	DAYS HERE	FREE DAYS	CREDIT	DEBIT	REMARKS
1	EEC 2833	2-23	2-23	0700			1		
2			2-23	0700					
3			2-23	0700					
4			2-23	1100					
5			2-23	1100					
6			2-23	1100					
7			2-23	1500					
8			2-23	1500					
9			2-23	1500					
10	NS 463125	2-24	2-24	0700			1		Rail cars arrived at 05:00 Am
11	NS 463901	2-24	2-24	0700			1		Available to work 2-24
12	NS 463511	2-24	2-24	0700			1		
13			2-24	1100					
14			2-24	1100					
15			2-24	1100					
16			2-24	1500					
17			2-24	1500					
18			2-24	1500					
19	NS463528	2-25	2-25	0700			1		Rail cars arrived at 05:00 Am
20	EEC 746	2-25	2-25	0700			1		Available to work 2-25
21	SOU 566293	2-25	2-25	0700			1		
22	TR 400125	2-25	2-25	1100			1		
23	NS 463950	2-25	2-25	1100			1		
24	NS 463517	2-25	2-25	1100			1		
25			2-25	1500					
26			2-25	1500					
27			2-25	1500					

11 x20 = 220

$4420 - 220 = $4200.00

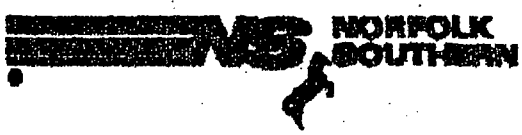
Aug 29 05 09:14a

RAIL CARS WORKED

	RAIL NUMBER	ARR DATE	WORK DATE	WORK TIME	DAYS HERE	FREE DAYS	CREDIT	DEBIT	REMARKS
1	SOU550297	2-26	2-28	0700			—	—	
2	NS467103	2-26	2-28	0700			—	—	
3	SRC 1053	2-27	2-28	0700			—	—	
4	CSXT140097	2-27	2-28	1100			—	—	
5			2-28	1100					
6			2-28	1100					
7			2-28	1500					
8			2-28	1500					
9			2-28	1500					
10				0700					
11				0700					
12				0700					
13				1100					
14				1100					
15				1100					
16				1500					
17				1500					
18				1500					
19				0700					
20				0700					
21				0700					
22				1100					
23				1100					
24				1100					
25				1500					
26				1500					
27				1500					

Aug 29 05 09:16a

DEFENDANT'S EXHIBIT 4



Norfolk Southern Corporation

From: Name: B. G. Chandler
Fax Number: 404-589-6177
Voice Phone: 404-589-6005

To: Name: Steve McCarthy
Company:
Fax Number: 912-964-0858
Voice Phone:

Fax Notes:

Date and time of transmission: Thursday, May 12, 2005 4:19:08 PM
Number of pages including this cover sheet: 03

Sent by RightFax

Inbound Train - SAPT6662 5/12/2005

Cars: 31 Loads: 31 Empties: 0 Tons: 3428 Feet: 1914

H-R	Init	Number	Cmdty	L/E	Wgt	ClassCd	Hand	Locl	NxtTrn	Prty	AAR
1	EEC	002945	MXFRT	L	2011	C46					A402
			PLACE FOR UNLOADING AS PLACARDED.								
2	EEC	000647	MXFRT	L	2009	C46					A402
			PLACE FOR UNLOADING AS PLACARDED.								
3	SOU	550799	MXFRT	L	2026	C46					A402
			PLACE FOR UNLOADING AS PLACARDED.								
4	NS	463126	MXFRT	L	2611	C46					A632
			"EXCESSIVE WEIGHT - IS OKAY FOR CAR AND ROUTE"								
			PLACE FOR UNLOADING AS PLACARDED.								
5	NS	463501	MXFRT	L	2614	C46					A632
			"EXCESSIVE WEIGHT - IS OKAY FOR CAR AND ROUTE"								
			PLACE FOR UNLOADING AS PLACARDED.								
6	KCS	060410	MXFRT	L	2016	C46					A402
			PLACE FOR UNLOADING AS PLACARDED.								
7	SP	231280	MXFRT	L	2018	C46					A407
			PLACE FOR UNLOADING AS PLACARDED.								
8	EEC	002722	MXFRT	L	2010	C46					A402
			PLACE FOR UNLOADING AS PLACARDED.								
9	EEC	000350	MXFRT	L	2009	C46					A402
			PLACE FOR UNLOADING AS PLACARDED.								
10	NS	454348	MXFRT	L	2023	C46					A406
			PLACE FOR UNLOADING AS PLACARDED.								
11	NS	451156	MXFRT	L	2026	C46					A402
			PLACE FOR UNLOADING AS PLACARDED.								
12	NS	463506	MXFRT	L	2614	C46					A632
			"EXCESSIVE WEIGHT - IS OKAY FOR CAR AND ROUTE"								
			PLACE FOR UNLOADING AS PLACARDED.								
13	SOU	550492	MXFRT	L	2025	C46					A402
			PLACE FOR UNLOADING AS PLACARDED.								
14	EEC	000326	MXFRT	L	2010	C46					A402
			PLACE FOR UNLOADING AS PLACARDED.								
15	EEC	000787	MXFRT	L	2008	C46					A402
			PLACE FOR UNLOADING AS PLACARDED.								
16	CIRR	001102	MXFRT	L	2010	C46					A402
			PLACE FOR UNLOADING AS PLACARDED.								
17	CIRR	003457	MXFRT	L	2606	C46					A403
			PLACE FOR UNLOADING AS PLACARDED.								
18	EEC	003057	MXFRT	L	2010	C46					A402
			PLACE FOR UNLOADING AS PLACARDED.								
19	SRN	006339	MXFRT	L	2009	C46					A402
20	CIRR	091095	MXFRT	L	2011	C46					A402
21	NS	463820	MXFRT	L	2420	C46					A635
22	NS	463944	MXFRT	L	2420	C46					A635
23	NS	463730	MXFRT	L	2421	C46					A635
24	CIRR	091143	MXFRT	L	2011	C46					A402
25	SOU	550549	MXFRT	L	2025	C46					A432
26	NS	463756	MXFRT	L	2419	C46					A635
27	NS	463491	MXFRT	L	2757						A632
28	SOU	565552	MXFRT	L	2756						A632
			"EXCESSIVE WEIGHT - IS OKAY FOR CAR AND ROUTE"								
29	NS	450673	MXFRT	L	2011	C46					A402
			PLACE FOR UNLOADING AS PLACARDED.								
30	EEC	000193	MXFRT	L	2011	C46					A402
			PLACE FOR UNLOADING AS PLACARDED.								
31	NS	472392	MXFRT	L	2609	C46					B634

P.O. BOX 7358
GARDEN CITY, GA 31408
912-964-9004 - PHONE
912-964-7119 - FAX

SAVANNAH PORT TERMINAL RAILROAD

June 2, 2003

DEFENDANT'S EXHIBIT 5

Capital Cargo
250 Brampton Road
Garden City, GA 31408

Dear Sir or Madam:

Attached is the invoice for demurrage incurred during the month of April 2003 using average calculations. This invoice supercedes any previous invoice sent for the month of April, due to a computer error on your previous invoice. This matter was discussed with Mr. Steve McCarthy on May 13 and he was made aware of the situation then.

Sincerely,

Jim Bulone

Customer Service Manager

INVOICE #527

AMOUNT $3,540.00

Pd $2490.00
BaL $1050.00

TERMS: NET 30 DAYS

PLEASE REMIT PAYMENT TO:

SAVANNAH PORT TERMINAL RAILROAD

P.O. BOX 295

ALBANY, NY 12201

A RAIL LINK TO THE WORLD

System: 7/6/2005 2:58:16 PM — US Genesee and Wyoming and Sub — Page: 1
User Date: 7/6/2005 — DETAIL HISTORICAL AGED TRIAL BALANCE — User ID: kclark
Receivables Management

Ranges:
Customer ID: CAPCARG-SAPT - CAPCARG-SAPT
Customer Class: First - Last
Salesperson ID: First - Last
Sales Territory: First - Last
GWI Company: First - Last
Account Type: All
Customer Name: First - Last
ZIP Code: First - Last
State: First - Last
Telephone: First - Last
Posting Date: First - 7/6/2005
Short Name: First - Last
Aging Date: 7/6/2005

Exclude: Zero Balance, No Activity, Fully Paid Documents, Unposted Applied Credit Documents, Multicurrency Info
Customer: by Customer ID
Document: by Document Number
Print Currency In: Functional (Z-US$)
* - Indicates an unposted credit document that has been applied.

Customer / Document Number	Name / Type	Date	Amount	Discount	Writeoff	0-30 Days	31-60 Days	61-90 Days	91-120 Days	121-180 Days	181 and Over
CAPCARG-SAPT	CAPITAL CARGO		Open Item								
GWI Company: SAPT		Salesperson: SAPT			Territory: GWI						
SAPT-0000527	SLS	5/31/2003	$3,540.00								$3,540.00
XXXX-PYMNT0008780		9/8/2003									($2,490.00)
SAPT-0000528	SLS	5/31/2003	$2,370.00								$2,370.00
SAPT-0000936	SLS	6/30/2004	$400.00								$400.00
SAPT-0000989	SLS	7/31/2004	$1,140.00								$1,140.00
SAPT-0001013	SLS	8/31/2004	$1,890.00								$1,890.00
SAPT-0001053	SLS	9/30/2004	$1,950.00								$1,950.00
SAPT-0001120	SLS	11/30/2004	$1,640.00								$1,640.00
SAPT-0001136	SLS	11/30/2004	$158.00								$158.00
SAPT-0001155	SLS	12/31/2004	$1,560.00								$1,560.00
SAPT-0001189	SLS	1/31/2005	$2,890.00							$2,890.00	
SAPT-0001248	SLS	2/28/2005	$50,400.00							$50,400.00	
SAPT-0001265	SLS	3/31/2005	$41,880.00						$41,880.00		
SAPT-0001285	SLS	4/30/2005	$200.00					$200.00			
SAPT-0001286	SLS	4/30/2005	$33,560.00					$33,560.00			
SAPT-0001323	SLS	5/31/2005	$8,560.00				$8,560.00				
Contact:		(000) 000-0000	Ext. 0000								
Terms: Net 30		Totals:	$149,648.00			$0.00	$8,560.00	$33,760.00	$41,880.00	$53,290.00	$12,158.00
Credit: Unlimited											
1 Customer(s)		Grand Totals:	$149,648.00			$0.00	$8,560.00	$33,760.00	$41,880.00	$53,290.00	$12,158.00



BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Docket No. FD34920

SAVANNAH PORT TERMINAL RAILROAD, INC.- PETITION FOR DECLARATORY ORDER- CERTAIN RATES AND PRACTICES AS APPLIED TO CAPITAL CARGO, INC.

SUBMITTED ON BEHALF OF SAVANNAH PORT TERMINAL RAILROAD, INC. BY

P. Campbell Ford, Esquire
Florida Bar No. 0480495
Ford, Miller, and Wainer, P.A.
1200 Riverplace Blvd., Suite 600
Jacksonville, FL 32207
904-390-1970 (telephone) 904-390-1975 (facsimile)

VOLUME 3 OF 3

(Exhibits P-S)

System: 7/6/2005 2:58:16 PM — OS Genesee and Wyoming and Sub — Page: 1
User Date: 7/6/2005 — DETAIL HISTORICAL AGED TRIAL BALANCE — User ID: kclark
Receivables Management

Ranges:
Customer ID: CAPCARG-SAPT - CAPCARG-SAPT — ZIP Code: First - Last
Customer Class: First - Last — State: First - Last
Salesperson ID: First - Last — Telephone: First - Last
Sales Territory: First - Last — Posting Date: First - 7/6/2005
GWI Company: First - Last — Short Name: First - Last
Account Type: All — Aging Date: 7/6/2005
Customer Name: First - Last
Exclude: Zero Balance, No Activity, Fully Paid Documents, Unposted Applied Credit Documents, Multicurrency Info
Customer: by Customer ID — Print Currency In: Functional (Z-US$)
Document: by Document Number — * - Indicates an unposted credit document that has been applied.

Customer / Document Number	Name / Type	Date	Amount	Discount	Writeoff	0-30 Days	31-60 Days	61-90 Days	91-120 Days	121-180 Days	181 and Over
CAPCARG-SAPT	CAPITAL CARGO		Open Item								
GWI Company:	*SAPT*	*Salesperson:*	*SAPT*	*Territory:*	*GWI*						
SAPT-0000527	SLS	5/31/2003	$3,540.00								$3,540.00
EXXI-PYMNT0008780		9/8/2003									($2,490.00)
SAPT-0000528	SLS	5/31/2003	$2,370.00								$2,370.00
SAPT-0000936	SLS	6/30/2004	$400.00								$400.00
SAPT-0000989	SLS	7/31/2004	$1,140.00								$1,140.00
SAPT-0001013	SLS	8/31/2004	$1,890.00								$1,890.00
SAPT-0001053	SLS	9/30/2004	$1,950.00								$1,950.00
SAPT-0001120	SLS	11/30/2004	$1,640.00								$1,640.00
SAPT-0001136	SLS	11/30/2004	$158.00								$158.00
SAPT-0001155	SLS	12/31/2004	$1,560.00								$1,560.00
SAPT-0001189	SLS	1/31/2005	$2,890.00							$2,890.00	
SAPT-0001248	SLS	2/28/2005	$50,400.00							$50,400.00	
SAPT-0001265	SLS	3/31/2005	$41,880.00						$41,880.00		
SAPT-0001285	SLS	4/30/2005	$200.00					$200.00			
SAPT-0001286	SLS	4/30/2005	$33,560.00					$33,560.00			
SAPT-0001323	SLS	5/31/2005	$8,560.00				$8,560.00				
Contact:		(000) 000-0000	Ext. 0000								
Terms: Net 30		Totals:	$149,648.00			$0.00	$8,560.00	$33,760.00	$41,880.00	$53,290.00	$12,158.00
Credit: Unlimited											
1 Customer(s)		Grand Totals:	$149,648.00			$0.00	$8,560.00	$33,760.00	$41,880.00	$53,290.00	$12,158.00

EXHIBIT P

DEMURRAGE INVOICE USING AVERAGE CALCULATIONS

For cars released from 4/01/03 Thru 4/30/03

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 5/13/03
Invoice Date: 5/13/03
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGINLCAD

Invoice # 0
Page: 1

* * * * * ⟹ TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED ⟸ * * * *

Seq	Held For	Car		Car Typ	Commodity	RCON/Ordered Date	RCON/Ordered Time	Placed Date	Placed Time	Released Date	Released Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
1	UNLD	NS	451199	A	PULPBOARD	4/29/03	7:00	4/30/03	14:30	4/30/03	16:30	2	2	0	0	0
2	UNLD	NS	454304	A	PULPBOARD	4/28/03	7:00	4/30/03	14:30	4/30/03	16:30	3	2	1	0	0
3	UNLD	NS	450397	A	PULPBOARD	4/25/03	7:00	4/30/03	10:40	4/30/03	13:30	6	4	2	0	0
4	UNLD	NS	451385	A	PULPBOARD	4/25/03	7:00	4/30/03	10:40	4/30/03	13:30	6	4	2	0	0
5	UNLD	NS	454271	A	PULPBOARD	4/25/03	7:00	4/30/03	8:25	4/30/03	13:30	6	4	2	0	0
6	UNLD	NS	463129	A	PULPBOARD	4/22/03	7:00	4/30/03	8:25	4/30/03	10:30	9	2	4	0	3
7	UNLD	NS	463425	A	PULPBOARD	4/25/03	7:00	4/30/03	8:25	4/30/03	10:30	6	4	2	0	0
8	UNLD	NS	463493	A	PULPBOARD	4/22/03	7:00	4/30/03	8:25	4/30/03	10:30	9	2	4	0	3
9	UNLD	NS	454410	A	PULPBOARD	4/25/03	7:00	4/29/03	14:30	4/29/03	16:45	5	4	1	0	0
10	UNLD	NS	451161	A	PULPBOARD	4/25/03	7:00	4/29/03	10:00	4/29/03	14:30	5	4	1	0	0
11	UNLD	SOU	550510	A	PULPBOARD	4/26/03	7:00	4/29/03	10:00	4/29/03	14:30	4	4	0	0	0
12	UNLD	NS	463724	A	PULPBOARD	4/25/03	7:00	4/29/03	9:00	4/29/03	9:45	5	4	1	0	0
13	UNLD	SOU	550388	A	PULPBOARD	4/25/03	7:00	4/28/03	17:20	4/29/03	9:45	5	4	1	0	0
14	UNLD	SOU	550797	A	PULPBOARD	4/22/03	7:00	4/28/03	17:20	4/29/03	9:45	8	2	4	0	2
15	UNLD	NS	451259	A	SCRAP PAPER	4/21/03	7:00	4/28/03	17:20	4/28/03	20:00	8	2	4	0	2
16	UNLD	NS	451136	A	PULPBOARD	4/22/03	7:00	4/28/03	14:50	4/28/03	16:45	7	2	4	0	1
17	UNLD	NS	463944	A	PULPBOARD	4/22/03	7:00	4/28/03	14:30	4/28/03	16:45	7	2	4	0	1
18	UNLD	SOU	550858	A	PULPBOARD	4/22/03	7:00	4/28/03	14:50	4/28/03	16:45	7	2	4	0	1
19	UNLD	KCS	60310	A	PULPBOARD	4/22/03	7:00	4/28/03	11:30	4/28/03	14:00	7	2	4	0	1
20	UNLD	NS	463461	A	PULPBOARD	4/22/03	7:00	4/28/03	11:30	4/28/03	14:00	7	2	4	0	1
21	UNLD	SOU	530670	A	PULPBOARD	4/22/03	7:00	4/28/03	11:30	4/28/03	14:00	7	2	4	0	1
22	UNLD	KCS	60139	A	PULPBOARD	4/22/03	7:00	4/28/03	10	4/28/03	8:30	7	2	4	0	1
23	UNLD	KCS	750239	A	PULPBOARD	4/22/03	7:00	4/28/03	10	4/28/03	8:30	7	2	4	0	1
24	UNLD	NS	451101	A	WASTEPAPER GRD	4/18/03	7:00	4/25/03	17:15	4/27/03	10:30	10	4	4	0	2
25	UNLD	NS	451155	A	SCRAP PAPER	4/16/03	7:00	4/25/03	17:10	4/27/03	10:30	12	2	4	0	6
26	UNLD	NS	451041	A	PULPBOARD			4/25/03	12:35	4/25/03	15:00	0	0	0	1	0
27	UNLD	NS	451359	A	PULPBOARD			4/25/03	12:35	4/25/03	15:00	0	0	0	1	0
28	UNLD	NS	451375	A	PULPBOARD			4/25/03	12:35	4/25/03	15:00	0	0	0	1	0
29	UNLD	KCS	754307	A	PULPBOARD	4/22/03	7:00	4/25/03	8:45	4/25/03	11:30	4	2	2	0	0
30	UNLD	NS	463463	A	PULPBOARD	4/21/03	7:00	4/25/03	8:45	4/25/03	11:30	5	2	3	0	0
31	UNLD	NS	463828	A	PULPBOARD	4/21/03	7:00	4/24/03	20:00	4/25/03	8:35	5	2	3	0	0
32	UNLD	NS	463941	A	PULPBOARD	4/21/03	7:00	4/24/03	20:00	4/25/03	8:35	5	2	3	0	0
33	UNLD	CSXT	127855	A	PULPBOARD	4/24/03	7:00	4/24/03	14:45	4/24/03	16:45	1	2	0	1	0
34	UNLD	KCS	160148	A	PULPBOARD	4/24/03	7:00	4/24/03	14:45	4/24/03	16:45	1	2	0	1	0
35	UNLD	NS	463775	A	PULPBOARD	4/21/03	7:00	4/24/03	14:45	4/24/03	16:45	4	2	2	0	0
36	UNLD	SOU	550072	A	PULPBOARD	4/17/03	7:00	4/24/03	11:05	4/24/03	14:30	8	4	4	0	0
37	UNLD	SOU	550538	A	PULPBOARD	4/18/03	7:00	4/24/03	11:05	4/24/03	14:30	7	4	3	0	0
38	UNLD	SOU	550819	A	PULPBOARD	4/17/03	7:00	4/24/03	11:05	4/24/03	14:30	8	4	4	0	0
39	UNLD	NS	453087	A	PULPBOARD	4/17/03	7:00	4/24/03	9:10	4/24/03	11:00	8	4	4	0	0
40	UNLD	SOU	550424	A	PULPBOARD	4/17/03	7:00	4/24/03	9:10	4/24/03	11:00	8	4	4	0	0

DEMURRAGE INVOICE USING AVERAGE CALCULATIONS

For cars released from 4/01/03 Thru 4/30/03

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 5/13/03
Invoice Date: 5/13/03
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 0
Page: 2

* * * * * ⟹ TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED ⟸ * * * *

Seq	Held For	Car		Car Typ	Commodity	FCON/Ordered Date	Time	Placed Date	Time	Released Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
41	UNLD	SCU	550644	A	PULPBOARD	4/17/03	7:00	4/24/03	9:10	4/24/03	11:00	8	4	4	0	0
42	UNLD	NS	451228	A	PULPBOARD	4/18/03	7:00	4/23/03	18:00	4/24/03	9:00	7	4	3	0	0
43	UNLD	SCU	550470	A	PULPBOARD	4/18/03	7:00	4/23/03	18:00	4/24/03	9:00	7	4	3	0	0
44	UNLD	SCU	550518	A	PULPBOARD	4/18/03	7:00	4/23/03	18:00	4/24/03	9:00	7	4	3	0	0
45	UNLD	EEC	406	A	PULPBOARD	4/18/03	7:00	4/23/03	15:00	4/23/03	16:30	6	4	2	0	0
46	UNLD	EEC	424	A	PULPBOARD	4/18/03	7:00	4/23/03	15:00	4/23/03	16:30	6	4	2	0	0
47	UNLD	SCU	550626	A	PULPBOARD	4/17/03	7:00	4/23/03	10:30	4/23/03	16:30	7	4	3	0	0
48	UNLD	SCU	550780	A	PULPBOARD	4/18/03	7:00	4/23/03	15:00	4/23/03	16:30	6	4	2	0	0
49	UNLD	NS	451123	A	PULPBOARD	4/17/03	7:00	4/23/03	10:00	4/23/03	12:15	7	4	3	0	0
50	UNLD	NS	453036	A	PULPBOARD	4/17/03	7:00	4/23/03	10:00	4/23/03	12:15	7	4	3	0	0
51	UNLD	KCS	129409	A	PULPBOARD	4/23/03	7:00	4/23/03	8:00	4/23/03	10:00	1	2	0	1	0
52	UNLD	NS	451222	A	PULPBOARD	4/17/03	7:00	4/23/03	8:00	4/23/03	8:02	7	4	3	0	0
53	UNLD	IMPC	5886	A	PULPBOARD	4/18/03	7:00	4/22/03	14:30	4/22/03	17:30	5	4	1	0	0
54	UNLD	EEC	228	A	PULPBOARD	4/20/03	7:00	4/22/03	11:30	4/22/03	14:30	3	3	0	0	0
55	UNLD	EEC	351	A	PULPBOARD	4/20/03	7:00	4/22/03	11:30	4/22/03	14:30	3	3	0	0	0
56	UNLD	NS	453462	A	PULPBOARD	4/17/03	7:00	4/22/03	8:00	4/22/03	11:30	6	4	2	0	0
57	UNLD	NS	454326	A	PULPBOARD	4/17/03	7:00	4/22/03	8:00	4/22/03	11:30	6	4	2	0	0
58	UNLD	SCU	550531	A	PULPBOARD	4/17/03	7:00	4/22/03	8:00	4/22/03	11:30	6	4	2	0	0
59	UNLD	CSXT	140301	A	PULPBOARD	4/20/03	7:00	4/21/03	15:15	4/22/03	9:15	3	3	0	0	0
60	UNLD	NS	463436	A	PULPBOARD	4/21/03	7:00	4/21/03	18:00	4/22/03	9:15	2	2	0	0	0
61	UNLD	NS	463458	A	PULPBOARD	4/21/03	7:00	4/21/03	18:00	4/22/03	9:15	2	2	0	0	0
62	UNLD	GMPC	10215	A	PULPBOARD	4/20/03	7:00	4/21/03	15:15	4/21/03	18:00	2	3	0	1	0
63	UNLD	KCS	129342	A	PULPBOARD	4/21/03	7:00	4/21/03	11:45	4/21/03	15:15	1	2	0	1	0
64	UNLD	NS	451173	A	PULPBOARD	4/16/03	7:00	4/21/03	11:45	4/21/03	15:15	6	2	4	0	0
65	UNLD	SCU	550086	A	PULPBOARD	4/16/03	7:00	4/21/03	11:45	4/21/03	15:15	6	2	4	0	0
66	UNLD	KCS	752541	A	PULPBOARD	4/18/03	7:00	4/21/03	9:20	4/21/03	11:30	4	4	0	0	0
67	UNLD	SCU	550836	A	PULPBOARD	4/16/03	7:00	4/21/03	9:20	4/21/03	11:30	6	2	4	0	0
68	UNLD	EEC	250	A	PULPBOARD	4/16/03	7:00	4/17/03	16:35	4/21/03	9:15	6	2	4	0	0
69	UNLD	NS	451200	A	PULPBOARD	4/16/03	7:00	4/17/03	16:35	4/21/03	9:15	6	2	4	0	0
70	UNLD	SCU	550405	A	PULPBOARD	4/16/03	7:00	4/17/03	16:35	4/21/03	9:15	6	2	4	0	0
71	UNLD	NS	451098	A	PULPBOARD	4/16/03	7:00	4/17/03	11:45	4/17/03	16:30	2	2	0	0	0
72	UNLD	NS	451199	A	PULPBOARD	4/16/03	7:00	4/17/03	11:45	4/17/03	16:30	2	2	0	0	0
73	UNLD	NS	454274	A	PULPBOARD	4/16/03	7:00	4/17/03	11:45	4/17/03	16:30	2	2	0	0	0
74	UNLD	NS	451161	A	PULPBOARD	4/15/03	9:01	4/17/03	10:00	4/17/03	12:00	2	2	0	0	0
75	UNLD	SCU	550388	A	PULPBOARD	4/16/03	7:00	4/16/03	16:20	4/17/03	12:00	2	2	0	0	0
76	UNLD	SCU	550785	A	PULPBOARD	4/15/03	9:01	4/17/03	10:00	4/17/03	12:00	2	2	0	0	0
77	UNLD	EEC	300	A	PULPBOARD	4/16/03	7:00	4/16/03	16:20	4/17/03	9:45	2	2	0	0	0
78	UNLD	NS	454271	A	PULPBOARD	4/16/03	7:00	4/17/03	35	4/17/03	9:45	2	2	0	0	0
79	UNLD	NS	454410	A	PULPBOARD	4/16/03	7:00	4/16/03	16:20	4/17/03	9:45	2	2	0	0	0
80	UNLD	NS	453507	A	PULPBOARD	4/16/03	7:00	4/16/03	16:20	4/16/03	19:01	1	2	0	1	0

DEMURRAGE INVOICE USING AVERAGE CALCULATIONS

For cars released from 4/01/03 Thru 4/30/03

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 5/13/03
Invoice Date: 5/13/03
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 0
Page: 3

* * * * * ⟹ TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED ⟸ * * * *

Seq	Held For	Car	Car Typ	Commodity	-RCDN/Ordered- Date	Time	—Placed— Date	Time	—Released— Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
81	UNLD	ATW 102566	A	PULPBOARD	4/14/03	7:00	4/16/03	14:35	4/16/03	16:15	3	2	1	0	0
82	UNLD	GVSR 771526	A	PULPBOARD	4/14/03	7:00	4/16/03	14:35	4/16/03	16:15	3	2	1	0	0
83	UNLD	ATW 8079	A	PULPBOARD	4/14/03	7:00	4/16/03	12:35	4/16/03	14:30	3	2	1	0	0
84	UNLD	KCS 117544	A	PULPBOARD	4/14/03	7:00	4/16/03	12:35	4/16/03	14:30	3	2	1	0	0
85	UNLD	MCR 9371	A	PULPBOARD	4/13/03	7:00	4/16/03	12:35	4/16/03	14:30	4	3	1	0	0
86	UNLD	CCR 7046	A	PULPBOARD	4/13/03	7:00	4/16/03	10:00	4/16/03	12:30	4	3	1	0	0
87	UNLD	KCS 129141	A	PULPBOARD	4/13/03	7:00	4/16/03	10:00	4/16/03	12:30	4	3	1	0	0
88	UNLD	KCS 129223	A	PULPBOARD	4/13/03	7:00	4/16/03	10:00	4/16/03	12:30	4	3	1	0	0
89	UNLD	GVSR 40413	A	PULPBOARD	4/13/03	7:00	4/15/03	16:20	4/16/03	9:45	4	3	1	0	0
90	UNLD	KCS 170224	A	PULPBOARD	4/13/03	7:00	4/15/03	23:00	4/16/03	9:45	4	3	1	0	0
91	UNLD	KCS 754757	A	PULPBOARD	4/13/03	7:00	4/15/03	16:20	4/16/03	9:45	4	3	1	0	0
92	UNLD	MSRC 4372	A	PULPBOARD	4/13/03	7:00	4/15/03	16:20	4/15/03	19:00	3	3	0	0	0
93	UNLD	ATW 102687	A	PULPBOARD	4/13/03	7:00	4/15/03	12:30	4/15/03	16:15	3	3	0	0	0
94	UNLD	KCS 60370	A	PULPBOARD	4/13/03	7:00	4/15/03	12:30	4/15/03	16:15	3	3	0	0	0
95	UNLD	MSRC 4090	A	PULPBOARD	4/13/03	7:00	4/15/03	12:30	4/15/03	16:15	3	3	0	0	0
96	UNLD	ATW 75049	A	PULPBOARD	4/13/03	7:00	4/15/03	9:50	4/15/03	12:00	3	3	0	0	0
97	UNLD	CCR 6425	A	PULPBOARD	4/13/03	7:00	4/15/03	9:50	4/15/03	12:00	3	3	0	0	0
98	UNLD	KCS 171492	A	PULPBOARD	4/13/03	7:00	4/15/03	9:50	4/15/03	12:00	3	3	0	0	0
99	UNLD	GVSR 763010	A	PULPBOARD	4/14/03	7:00	4/15/03	8:15	4/15/03	9:45	2	2	0	0	0
100	UNLD	NS 451136	A	PULPBOARD	4/14/03	7:00	4/15/03	8:15	4/15/03	9:45	2	2	0	0	0
101	UNLD	NS 454304	A	PULPBOARD	4/14/03	7:00	4/15/03	8:15	4/15/03	9:45	2	2	0	0	0
102	UNLD	ATW 75066	A	PULPBOARD	4/13/03	7:00	4/15/03	4:40	4/15/03	8:00	3	3	0	0	0
103	UNLD	KCS 60283	A	PULPBOARD	4/13/03	7:00	4/15/03	4:40	4/15/03	8:00	3	3	0	0	0
104	UNLD	NS 453094	A	PULPBOARD	4/14/03	7:00	4/14/03	16:00	4/14/03	19:00	1	2	0	1	0
105	UNLD	GVSR 40411	A	PULPBOARD	4/09/03	8:00	4/11/03	9:05	4/11/03	12:15	2	2	0	0	0
106	UNLD	ATW 8238	A	PULPBOARD	4/08/03	8:00	4/10/03	16:30	4/11/03	9:00	3	2	1	0	0
107	UNLD	MSRC 4037	A	PULPBOARD	4/08/03	8:00	4/10/03	16:30	4/11/03	9:00	3	2	1	0	0
108	UNLD	MCR 8332	A	PULPBOARD	4/08/03	8:00	4/09/03	16:40	4/10/03	19:00	2	2	0	0	0
109	UNLD	MSRC 4436	A	PULPBOARD	4/08/03	8:00	4/09/03	16:40	4/10/03	19:00	2	2	0	0	0
110	UNLD	KCS 107034	A	PULPBOARD	4/10/03	8:00	4/10/03	16:30	4/10/03	18:30	0	0	0	1	0
111	UNLD	EEC 196	A	AL ENT RTE SHRM	4/10/03	8:00	4/10/03	11:30	4/10/03	16:15	0	0	0	1	0
112	UNLD	KCS 60460	A	PULPBOARD	4/08/03	8:00	4/10/03	11:30	4/10/03	16:15	2	2	0	0	0
113	UNLD	MSRC 4399	A	PULPBOARD	4/08/03	8:00	4/10/03	11:30	4/10/03	16:15	2	2	0	0	0
114	UNLD	MSRC 4438	A	PULPBOARD	4/08/03	8:00	4/09/03	16:40	4/10/03	10:30	2	2	0	0	0
115	UNLD	NS 451225	A	PULPBOARD	4/09/03	8:00	4/10/03	1:00	4/10/03	10:30	1	2	0	1	0
116	UNLD	ATW 102797	A	PULPBOARD	4/08/03	8:00	4/09/03	10:00	4/09/03	16:30	1	2	0	1	0
117	UNLD	KCS 60009	A	PULPBOARD	4/08/03	8:00	4/09/03	10:00	4/09/03	16:30	1	2	0	1	0
118	UNLD	KCS 752011	A	PULPBOARD	4/08/03	8:00	4/09/03	10:00	4/09/03	16:30	1	2	0	1	0
119	UNLD	EEC 196	A	PULPBOARD	4/05/03	8:00	4/08/03	14:40	4/08/03	17:15	3	3	0	0	0
120	UNLD	EEC 408	A	PULPBOARD	4/05/03	8:00	4/08/03	14:40	4/08/03	17:15	3	3	0	0	0

DEMURRAGE INVOICE USING AVERAGE CALCULATIONS

For cars released from 4/01/03 Thru 4/30/03

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 5/13/03
Invoice Date: 5/13/03
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGNLOAD

Invoice # 0
Page: 4

* * * * * ⟹ TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED ⟸ * * * *

Seq	Held For	Car		Car Typ	Commodity	RCON/Ordered Date	RCON/Ordered Time	Placed Date	Placed Time	Released Date	Released Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
121	UNLD	BEC	417	A	PULPBOARD	4/07/03	8:00	4/08/03	14:40	4/08/03	16:00	1	2	0	1	0
122	UNLD	CSXT	136015	A	PULPBOARD	4/07/03	8:00	4/08/03	11:40	4/08/03	14:30	1	2	0	1	0
123	UNLD	BEC	371	A	PULPBOARD	4/07/03	8:00	4/08/03	11:40	4/08/03	14:30	1	2	0	1	0
124	UNLD	NS	451172	A	PULPBOARD	4/07/03	8:00	4/08/03	11:40	4/08/03	14:30	1	2	0	1	0
125	UNLD	BEC	378	A	PULPBOARD	4/07/03	8:00	4/07/03	21:00	4/08/03	11:30	1	2	0	1	0
126	UNLD	BEC	156	A	PULPBOARD	4/06/03	6:00	4/07/03	13:16	4/07/03	15:15	2	3	0	1	0
127	UNLD	NS	450765	A	PULPBOARD	4/06/03	6:00	4/07/03	13:16	4/07/03	15:15	2	3	0	1	0
128	UNLD	SP	230203	A	PULPBOARD	4/06/03	6:00	4/07/03	13:16	4/07/03	15:15	2	3	0	1	0
129	UNLD	NS	450655	A	PULPBOARD	4/04/03	8:00	4/07/03	9:35	4/07/03	12:00	3	4	0	1	0
130	UNLD	NS	463896	A	PULPBOARD	4/06/03	6:00	4/07/03	9:35	4/07/03	12:00	2	3	0	1	0
131	UNLD	SOU	531735	A	PULPBOARD	4/06/03	6:00	4/07/03	9:35	4/07/03	12:00	2	3	0	1	0
132	UNLD	NS	453152	A	PULPBOARD			4/04/03	15:00	4/07/03	9:30	3	4	0	1	0
133	UNLD	NS	453179	A	PULPBOARD	4/04/03	8:00	4/04/03	15:00	4/07/03	9:30	3	4	0	1	0
134	UNLD	NS	454304	A	PULPBOARD	4/04/03	8:00	4/04/03	15:00	4/07/03	9:30	3	4	0	1	0
135	UNLD	GVSR	777516	A	PULPBOARD	4/03/03	8:00	4/04/03	11:20	4/04/03	14:30	1	2	0	1	0
136	UNLD	NS	450448	A	PULPBOARD			4/04/03	11:20	4/04/03	14:30	0	0	0	1	0
137	UNLD	NS	451225	A	PULPBOARD	4/03/03	8:00	4/04/03	11:20	4/04/03	14:30	1	2	0	1	0
138	UNLD	NS	451113	A	PULPBOARD	4/03/03	8:00	4/04/03	9:20	4/04/03	11:15	1	2	0	1	0
139	UNLD	NS	454301	A	PULPBOARD	4/03/03	8:00	4/04/03	9:20	4/04/03	11:15	1	2	0	1	0
140	UNLD	SOU	18326	A	PULPBOARD	4/03/03	8:00	4/04/03	9:20	4/04/03	11:15	1	2	0	1	0
141	UNLD	NS	451126	A	PULPBOARD	4/03/03	8:00	4/03/03	16:50	4/04/03	9:15	1	2	0	1	0
142	UNLD	NS	451348	A	PULPBOARD	4/03/03	8:00	4/03/03	16:50	4/04/03	9:15	1	2	0	1	0
143	UNLD	NS	454112	A	PULPBOARD	4/03/03	8:00	4/03/03	16:50	4/04/03	9:15	1	2	0	1	0
144	UNLD	NS	450420	A	PULPBOARD	4/01/03	9:00	4/03/03	14:30	4/03/03	16:45	2	2	0	0	0
145	UNLD	NS	451289	A	PULPBOARD	4/03/03	8:00	4/03/03	14:30	4/03/03	16:45	0	0	0	1	0
146	UNLD	NS	453039	A	PULPBOARD	4/01/03	9:00	4/03/03	14:30	4/03/03	16:45	2	2	0	0	0
147	UNLD	BEC	122	A	PULPBOARD	4/03/03	8:00	4/03/03	10:50	4/03/03	14:15	0	0	0	1	0
148	UNLD	NS	453112	A	PULPBOARD	4/03/03	8:00	4/03/03	10:50	4/03/03	14:15	0	0	0	1	0
149	UNLD	SOU	550393	A	PULPBOARD	4/03/03	8:00	4/03/03	10:50	4/03/03	14:15	0	0	0	1	0
150	UNLD	NS	451027	A	PULPBOARD	4/01/03	9:00	4/03/03	6:00	4/03/03	10:00	2	2	0	0	0
151	UNLD	NS	451288	A	PULPBOARD	4/01/03	9:00	4/03/03	6:00	4/03/03	10:00	2	2	0	0	0
152	UNLD	SOU	18128	A	PULPBOARD	4/01/03	9:00	4/02/03	17:35	4/03/03	10:00	2	2	0	0	0
153	UNLD	NS	453513	A	PULPBOARD	4/01/03	9:00	4/02/03	17:35	4/03/03	6:00	1	2	0	1	0
154	UNLD	RBCK	30554	B	PULPBOARD	4/01/03	9:00	4/02/03	17:35	4/03/03	6:00	1	2	0	1	0
155	UNLD	BEC	237	A	PULPBOARD	4/01/03	9:00	4/02/03	15:45	4/02/03	17:30	1	2	0	1	0
156	UNLD	NS	451109	A	PULPBOARD	4/01/03	9:00	4/02/03	15:45	4/02/03	17:30	1	2	0	1	0
157	UNLD	SP	230035	A	PULPBOARD	4/01/03	9:00	4/02/03	15:45	4/02/03	17:30	1	2	0	1	0
158	UNLD	NS	451010	A	PULPBOARD			4/02/03	11:20	4/02/03	14:30	0	0	0	1	0
159	UNLD	NS	451308	A	PULPBOARD	4/01/03	14:45	4/02/03	11:20	4/02/03	14:30	1	2	0	1	0
160	UNLD	NS	453076	A	PULPBOARD			4/02/03	11:20	4/02/03	14:30	0	0	0	1	0

DEMURRAGE INVOICE USING AVERAGE CALCULATIONS

For cars released from 4/01/03 Thru 4/30/03

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 5/13/03
Invoice Date: 5/13/03
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 0
Page: 5

* * * * * ⟹ TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED ⟸ * * * *

Seq	Held For	Car		Car Typ	Commodity	RCD/Ordered Date	RCD/Ordered Time	Placed Date	Placed Time	Released Date	Released Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
161	UNLD	NS	450175	A	PULPBOARD	4/01/03	9:00	4/02/03	9:05	4/02/03	11:00	1	2	0	1	0
162	UNLD	NS	451429	A	PULPBOARD	4/01/03	9:00	4/02/03	9:05	4/02/03	11:00	1	2	0	1	0
163	UNLD	SP	240621	A	PULPBOARD	4/01/03	9:00	4/02/03	9:05	4/02/03	11:00	1	2	0	1	0
164	UNLD	NS	451398	A	PULPBOARD	4/01/03	14:45	4/01/03	16:40	4/02/03	9:00	1	2	0	1	0
165	UNLD	SCU	18010	A	PULPBOARD	4/01/03	14:45	4/01/03	16:40	4/02/03	9:00	1	2	0	1	0
166	UNLD	SCU	550081	A	PULPBOARD	4/01/03	14:45	4/01/03	16:40	4/02/03	9:00	1	2	0	1	0
167	UNLD	NS	450639	A	PULPBOARD			4/01/03	14:40	4/01/03	16:30	0	0	0	1	0
168	UNLD	NS	450718	A	PULPBOARD	3/31/03	8:00	4/01/03	14:40	4/01/03	16:30	1	2	0	1	0
169	UNLD	SP	230185	A	PULPBOARD	3/31/03	8:00	4/01/03	14:40	4/01/03	16:30	1	2	0	1	0
170	UNLD	SP	230027	A	PULPBOARD	3/31/03	8:00	4/01/03	12:40	4/01/03	14:15	1	2	0	1	0
171	UNLD	SP	230032	A	PULPBOARD	3/31/03	8:00	4/01/03	12:40	4/01/03	14:15	1	2	0	1	0
172	UNLD	NS	454217	A	PULPBOARD	3/29/03	1:31	3/31/03	9:30	4/01/03	12:41	4	4	0	0	0
173	UNLD	GVSR	764142	A	PULPBOARD	3/31/03	8:00	4/01/03	9:30	4/01/03	12:15	1	2	0	1	0
174	UNLD	SCU	550778	A	PULPBOARD	3/31/03	8:00	4/01/03	9:30	4/01/03	12:15	1	2	0	1	0
175	UNLD	SP	230837	A	PULPBOARD	3/31/03	8:00	4/01/03	9:30	4/01/03	12:15	1	2	0	1	0
176	UNLD	EEC	283	A	PULPBOARD	3/31/03	8:00	4/01/03	8:15	4/01/03	9:30	1	2	0	1	0
177	UNLD	NS	450434	A	PULPBOARD	3/31/03	8:00	4/01/03	8:15	4/01/03	9:30	1	2	0	1	0
178	UNLD	NS	454155	A	PULPBOARD	3/31/03	8:00	4/01/03	8:15	4/01/03	9:30	1	2	0	1	0
179	UNLD	SCU	550447	A	PULPBOARD	3/29/03	1:31	3/31/03	17:00	4/01/03	8:00	4	4	0	0	0
		TOTAL UNLOADING								179 CARS		580	433	176	68	26

DEMURRAGE INVOICE USING AVERAGE CALCULATIONS

For cars released from 4/01/03 Thru 4/30/03

In account of:

CAPTIAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 5/13/03
Invoice Date: 5/13/03

Demurrage Agreement: AVGINLOAD

Invoice # 0
Page: 6

TOTAL FOR CAPTIAL CARGO	179 CARS	580	433	176	68	26

Number of Cars	179
Total Canc Debits	176
Total Nonc Debits	26
Total Credits	68
Total Chargeable Debits . . .	134

Chargeable Debits

108 DEBITS AT	20.00	2,160.00
20 DEBITS AT	30.00	600.00
6 DEBITS AT	60.00	360.00
Total Amount Due		3,120.00

DEMURRAGE INVOICE USING AVERAGE CALCULATIONS

For cars released from 4/01/03 Thru 4/30/03

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 5/13/03
Invoice Date: 5/13/03
Station: 1000 SAPT RAILROAD

Demurrage Agreement: DKSAINL

Invoice # 0
Page: 1

* * * * * ⟹ TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED ⟸ * * * *

Seq	Held For	Car	Car Typ	Commodity	RCON/Ordered Date	RCON/Ordered Time	Placed Date	Placed Time	Released Date	Released Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
1	UNLD	CSXT 134216	A	PULPBOARD	4/28/03	7:00	4/30/03	14:30	4/30/03	16:30	3	2	1	0	0
2	UNLD	CSXT 127754	A	PULPBOARD	4/28/03	7:00	4/29/03	17:35	4/30/03	8:00	3	2	1	0	0
3	UNLD	AGR 2070	B	WOODPULP	4/28/03	7:00	4/29/03	14:30	4/29/03	16:45	2	2	0	0	0
4	UNLD	GMRC 10310	A	PULPBOARD	4/28/03	7:00	4/29/03	14:30	4/29/03	16:45	2	2	0	0	0
5	UNLD	CSXT 507842	A	PULPBOARD			4/29/03	10:00	4/29/03	14:30	0	0	0	1	0
6	UNLD	SOU 550359	A	SCRAP PAPER	4/16/03	7:00	4/25/03	17:10	4/27/03	10:30	12	2	4	0	6
7	UNLD	EEC 154	A	PULPBOARD	4/18/03	7:00	4/22/03	14:30	4/23/03	10:00	6	4	2	0	0
8	UNLD	EEC 394	A	PULPBOARD	4/18/03	7:00	4/22/03	14:30	4/22/03	17:30	5	4	1	0	0
9	UNLD	CSXT 151262	A	PULPBOARD	4/18/03	7:00	4/22/03	11:30	4/22/03	14:30	5	4	1	0	0
10	UNLD	AN 2025	A	PULPBOARD	4/20/03	7:00	4/21/03	15:15	4/21/03	18:00	2	3	0	1	0
11	UNLD	KCS 119687	A	PULPBOARD	4/18/03	7:00	4/21/03	9:20	4/21/03	11:30	4	4	0	0	0
12	UNLD	MIR 9196	A	PULPBOARD	4/11/03	7:00	4/14/03	16:00	4/14/03	19:00	4	4	0	0	0
13	UNLD	MSRC 4087	A	PULPBOARD	4/11/03	7:00	4/14/03	16:00	4/14/03	19:00	4	4	0	0	0
14	UNLD	GMSR 40420	A	PULPBOARD	4/11/03	7:00	4/14/03	10:40	4/14/03	15:15	4	4	0	0	0
15	UNLD	KCS 250031	A	PULPBOARD	4/11/03	7:00	4/14/03	10:40	4/14/03	15:15	4	4	0	0	0
16	UNLD	KCS 753203	A	PULPBOARD	4/11/03	7:00	4/14/03	10:40	4/14/03	15:15	4	4	0	0	0
17	UNLD	MSRC 4368	A	PULPBOARD	4/11/03	7:00	4/11/03	9:05	4/14/03	10:30	4	4	0	0	0
18	UNLD	MSRC 4387	A	PULPBOARD	4/11/03	7:00	4/11/03	12:30	4/14/03	10:30	4	4	0	0	0
19	UNLD	MSRC 4388	A	PULPBOARD	4/11/03	7:00	4/11/03	12:30	4/14/03	10:30	4	4	0	0	0
20	UNLD	KCS 161007	A	PULPBOARD	4/11/03	7:00	4/11/03	9:05	4/11/03	12:15	1	2	0	1	0
21	UNLD	KCS 129122	A	PULPBOARD	4/07/03	8:00	4/07/03	21:00	4/08/03	11:30	1	2	0	1	0
		TOTAL UNLOADING							21 CARS		78	65	10	4	6

DEMURRAGE INVOICE USING AVERAGE CALCULATIONS

For cars released from 4/01/03 Thru: 4/30/03

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 5/13/03
Invoice Date: 5/13/03

Demurrage Agreement: DKSPINL

Invoice # 0
Page: 2

TOTAL FOR CAPITAL CARGO	21 CARS	78	65	10	4	6

Number of Cars	21
Total Canc Debits	10
Total Nonc Debits	6
Total Credits	4
Total Chargeable Debits . . .	12

Chargeable Debits

6 DEBITS AT	20.00	120.00
2 DEBITS AT	30.00	60.00
4 DEBITS AT	60.00	240.00
Total Amount Due		420.00

DEMURRAGE INVOICE USING AVERAGE CALCULATIONS

For cars released from 5/01/03 Thru 5/31/03

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 6/02/03
Invoice Date: 6/02/03
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 0
Page: 1

* * * * * ⟹ TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED ⟸ * * * *

Seq	Held For	Car		Car Typ	Commodity	RCON/Ordered Date	RCON/Ordered Time	Placed Date	Placed Time	Released Date	Released Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
1	UNLD	KCS	152676	A	PULPBOARD	5/22/03	7:00	5/28/03	10:00	5/28/03	16:00	7	5	2	0	0
2	UNLD	NS	451202	A	PULPBOARD	5/27/03	7:00	5/28/03	9:20	5/28/03	12:15	2	2	0	0	0
3	UNLD	NS	454332	A	PULPBOARD	5/27/03	7:30	5/28/03	9:20	5/28/03	12:15	1	2	0	1	0
4	UNLD	KCS	172239	A	PULPBOARD	5/22/03	7:00	5/27/03	16:35	5/28/03	9:15	7	5	2	0	0
5	UNLD	NS	453117	A	PULPBOARD	5/23/03	7:00	5/27/03	16:35	5/28/03	9:15	6	5	1	0	0
6	UNLD	AIW	74002	A	PULPBOARD	5/22/03	7:00	5/27/03	13:35	5/27/03	16:30	6	5	1	0	0
7	UNLD	KCS	113182	A	PULPBOARD	5/22/03	7:00	5/27/03	13:35	5/27/03	16:30	6	5	1	0	0
8	UNLD	MDR	8333	A	PULPBOARD	5/22/03	7:00	5/27/03	13:35	5/27/03	16:30	6	5	1	0	0
9	UNLD	CCR	6893	A	PULPBOARD	5/22/03	7:00	5/23/03	16:00	5/27/03	12:30	6	5	1	0	0
10	UNLD	KCS	60177	A	PULPBOARD	5/22/03	7:00	5/23/03	16:00	5/27/03	12:30	6	5	1	0	0
11	UNLD	MDR	8329	A	PULPBOARD	5/22/03	7:00	5/23/03	16:00	5/27/03	12:30	6	5	1	0	0
12	UNLD	AIM	7088	B	PULPBOARD	5/20/03	7:00	5/23/03	13:45	5/23/03	16:00	4	2	2	0	0
13	UNLD	MSRC	4301	A	PULPBOARD	5/20/03	7:00	5/23/03	13:45	5/23/03	16:00	4	2	2	0	0
14	UNLD	MSRC	4374	A	PULPBOARD	5/20/03	7:00	5/23/03	13:45	5/23/03	16:00	4	2	2	0	0
15	UNLD	ACK	731523	A	PULPBOARD	5/22/03	7:00	5/22/03	15:15	5/23/03	13:45	2	2	0	0	0
16	UNLD	CCR	6888	A	PULPBOARD	5/22/03	7:00	5/22/03	15:15	5/23/03	13:45	2	2	0	0	0
17	UNLD	EEC	305	A	PULPBOARD	5/22/03	7:00	5/22/03	21:30	5/23/03	13:45	2	2	0	0	0
18	UNLD	AIW	8162	A	PULPBOARD	5/22/03	7:00	5/22/03	15:15	5/22/03	18:00	1	2	0	1	0
19	UNLD	EEC	285	A	PULPBOARD	5/22/03	7:00	5/22/03	13:46	5/22/03	15:15	1	2	0	1	0
20	UNLD	EEC	313	A	PULPBOARD	5/22/03	7:00	5/22/03	13:46	5/22/03	15:15	1	2	0	1	0
21	UNLD	SCU	550836	A	PULPBOARD	5/22/03	7:00	5/22/03	13:46	5/22/03	15:15	1	2	0	1	0
22	UNLD	NS	451109	A	PULPBOARD	5/22/03	7:00	5/22/03	10:20	5/22/03	12:15	1	2	0	1	0
23	UNLD	NS	454294	A	PULPBOARD	5/22/03	7:00	5/22/03	10:20	5/22/03	12:15	1	2	0	1	0
24	UNLD	SCU	550626	A	PULPBOARD	5/22/03	7:00	5/22/03	10:20	5/22/03	12:15	1	2	0	1	0
25	UNLD	NS	453185	A	PULPBOARD	5/20/03	7:00	5/21/03	15:15	5/22/03	10:00	3	2	1	0	0
26	UNLD	NS	453500	A	PULPBOARD	5/20/03	7:00	5/21/03	15:15	5/22/03	10:00	3	2	1	0	0
27	UNLD	NS	454241	A	PULPBOARD	5/20/03	7:00	5/21/03	15:15	5/22/03	10:00	3	2	1	0	0
28	UNLD	SCU	550942	A	PULPBOARD	5/20/03	7:00	5/21/03	15:15	5/21/03	18:00	2	2	0	0	0
29	UNLD	NS	451407	A	PULPBOARD	5/20/03	7:00	5/21/03	12:30	5/21/03	15:15	2	2	0	0	0
30	UNLD	NS	453128	A	PULPBOARD	5/20/03	7:00	5/21/03	12:30	5/21/03	15:15	2	2	0	0	0
31	UNLD	SCU	550554	A	PULPBOARD	5/20/03	7:00	5/21/03	12:30	5/21/03	15:15	2	2	0	0	0
32	UNLD	CSXT	143058	A	PULPBOARD	5/21/03	7:00	5/21/03	10:05	5/21/03	12:15	1	2	0	1	0
33	UNLD	CSXT	143068	A	PULPBOARD	5/21/03	7:00	5/21/03	10:05	5/21/03	12:15	1	2	0	1	0
34	UNLD	NS	451301	A	PULPBOARD	5/20/03	7:00	5/21/03	10:05	5/21/03	12:15	2	2	0	0	0
35	UNLD	EEC	353	A	PULPBOARD	5/20/03	7:00	5/20/03	15:00	5/21/03	10:00	2	2	0	0	0
36	UNLD	NS	451379	A	PULPBOARD	5/19/03	7:00	5/20/03	15:00	5/21/03	10:00	3	2	1	0	0
37	UNLD	NS	463506	A	PULPBOARD	5/19/03	7:00	5/20/03	15:00	5/21/03	10:00	3	2	1	0	0
38	UNLD	NS	451311	A	PULPBOARD	5/19/03	7:00	5/20/03	12:00	5/20/03	15:00	2	2	0	0	0
39	UNLD	NS	463486	A	PULPBOARD	5/19/03	7:00	5/20/03	12:00	5/20/03	15:00	2	2	0	0	0
40	UNLD	SCU	550541	A	PULPBOARD	5/19/03	7:00	5/20/03	12:00	5/20/03	15:00	2	2	0	0	0

DEMURRAGE INVOICE USING AVERAGE CALCULATIONS

For cars released from 5/01/03 Thru 5/31/03

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 6/02/03
Invoice Date: 6/02/03
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 0
Page: 2

* * * * * ⟹ TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED ⟸ * * * *

Seq	Held For	Car		Car Typ	Commodity	RCON/Ordered Date	RCON/Ordered Time	Placed Date	Placed Time	Released Date	Released Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
41	UNLD	NS	451188	A	PULPBOARD	5/19/03	7:00	5/20/03	10:00	5/20/03	12:00	2	2	0	0	0
42	UNLD	NS	454217	A	PULPBOARD	5/19/03	7:00	5/20/03	10:00	5/20/03	12:00	2	2	0	0	0
43	UNLD	SOU	18034	A	PULPBOARD	5/19/03	7:00	5/20/03	10:00	5/20/03	12:00	2	2	0	0	0
44	UNLD	NS	454112	A	PULPBOARD	5/19/03	7:00	5/19/03	15:30	5/20/03	9:45	2	2	0	0	0
45	UNLD	SOU	550170	A	PULPBOARD	5/19/03	7:00	5/19/03	15:00	5/20/03	9:45	2	2	0	0	0
46	UNLD	SOU	550837	A	PULPBOARD	5/19/03	7:00	5/19/03	15:30	5/20/03	9:45	2	2	0	0	0
47	UNLD	NS	451314	A	PULPBOARD	5/19/03	7:00	5/19/03	15:30	5/19/03	18:00	1	2	0	1	0
48	UNLD	NS	451225	A	PULPBOARD	5/19/03	7:00	5/19/03	13:47	5/19/03	15:30	1	2	0	1	0
49	UNLD	NS	453078	A	PULPBOARD	5/19/03	7:00	5/19/03	13:47	5/19/03	15:30	1	2	0	1	0
50	UNLD	SOU	550282	A	PULPBOARD	5/19/03	7:00	5/19/03	13:47	5/19/03	15:30	1	2	0	1	0
51	UNLD	NS	450371	A	PULPBOARD	5/16/03	7:00	5/16/03	16:05	5/19/03	13:30	4	4	0	0	0
52	UNLD	NS	450416	A	PULPBOARD	5/16/03	7:00	5/16/03	16:05	5/19/03	13:30	4	4	0	0	0
53	UNLD	NS	451149	A	PULPBOARD	5/16/03	7:00	5/16/03	14:20	5/16/03	16:00	1	2	0	1	0
54	UNLD	NS	454251	A	PULPBOARD	5/16/03	7:00	5/16/03	14:20	5/16/03	16:00	1	2	0	1	0
55	UNLD	NS	454327	A	PULPBOARD	5/16/03	7:00	5/16/03	14:20	5/16/03	16:00	1	2	0	1	0
56	UNLD	NS	450433	A	PULPBOARD	5/16/03	7:00	5/16/03	10:30	5/16/03	14:15	1	2	0	1	0
57	UNLD	NS	453031	A	PULPBOARD	5/16/03	7:00	5/16/03	10:30	5/16/03	14:15	1	2	0	1	0
58	UNLD	NS	454286	A	PULPBOARD	5/16/03	7:00	5/16/03	10:30	5/16/03	14:15	1	2	0	1	0
59	UNLD	CSXT	139368	A	PULPBOARD			5/15/03	17:05	5/16/03	10:15	1	2	0	1	0
60	UNLD	CSXT	140164	A	PULPBOARD			5/15/03	17:05	5/16/03	10:15	1	2	0	1	0
61	UNLD	SRN	74849	A	PULPBOARD	5/15/03	7:00	5/15/03	14:35	5/15/03	17:00	1	2	0	1	0
62	UNLD	NS	451142	A	PULPBOARD	5/15/03	7:00	5/15/03	12:35	5/15/03	14:30	1	2	0	1	0
63	UNLD	NS	451287	A	PULPBOARD	5/15/03	7:00	5/15/03	12:35	5/15/03	14:30	1	2	0	1	0
64	UNLD	NS	451429	A	PULPBOARD	5/15/03	7:00	5/15/03	10:05	5/15/03	12:30	1	2	0	1	0
65	UNLD	NS	453074	A	PULPBOARD	5/15/03	7:00	5/15/03	10:05	5/15/03	12:30	1	2	0	1	0
66	UNLD	SOU	550782	A	PULPBOARD	5/15/03	7:00	5/15/03	10:05	5/15/03	12:30	1	2	0	1	0
67	UNLD	RECK	36001	B	PULPBOARD			5/14/03	14:20	5/14/03	18:00	0	0	0	1	0
68	UNLD	SOU	550942	A	PULPBOARD	5/14/03	7:00	5/14/03	14:30	5/14/03	18:00	1	2	0	1	0
69	UNLD	CGR	7019	A	PULPBOARD	5/10/03	7:00	5/14/03	16:00	5/14/03	16:45	5	4	1	0	0
70	UNLD	NS	453112	A	PULPBOARD	5/14/03	7:00	5/14/03	11:30	5/14/03	16:45	1	2	0	1	0
71	UNLD	NS	454135	A	PULPBOARD	5/14/03	7:00	5/14/03	11:30	5/14/03	16:45	1	2	0	1	0
72	UNLD	SSW	66423	A	PULPBOARD	5/14/03	7:00	5/14/03	11:30	5/14/03	16:45	1	2	0	1	0
73	UNLD	CSXT	138038	A	PULPBOARD	5/13/03	7:00	5/13/03	18:05	5/14/03	10:47	2	2	0	0	0
74	UNLD	CSXT	142676	A	PULPBOARD	5/13/03	7:00	5/13/03	18:05	5/14/03	10:47	2	2	0	0	0
75	UNLD	FEC	102	A	PULPBOARD	5/11/03	7:00	5/13/03	10:55	5/13/03	13:45	3	3	0	0	0
76	UNLD	NS	454400	A	PULPBOARD	5/11/03	7:00	5/13/03	10:55	5/13/03	13:45	3	3	0	0	0
77	UNLD	ACK	319845	A	PULPBOARD	5/09/03	7:00	5/12/03	15:15	5/13/03	10:15	5	4	1	0	0
78	UNLD	HS	14521	A	PULPBOARD	5/09/03	7:00	5/12/03	15:15	5/13/03	10:15	5	4	1	0	0
79	UNLD	KCS	60408	A	PULPBOARD	5/09/03	7:00	5/12/03	18:05	5/13/03	10:15	5	4	1	0	0
80	UNLD	MSRC	4405	A	PULPBOARD	5/09/03	7:00	5/12/03	15:15	5/12/03	18:00	4	4	0	0	0

DEMURRAGE INVOICE USING AVERAGE CALCULATIONS

For cars released from 5/01/03 Thru 5/31/03

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 6/02/03
Invoice Date: 6/02/03
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 0
Page: 3

* * * * * ⟹ TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED ⟸ * * * *

Seq	Held For	Car		Car Typ	Commodity	PCON/Ordered Date	PCON/Ordered Time	Placed Date	Placed Time	Released Date	Released Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
81	UNLD	HS	5585	A	PULPBOARD	5/09/03	7:00	5/12/03	11:15	5/12/03	15:00	4	4	0	0	0
82	UNLD	KCS	754404	A	PULPBOARD	5/09/03	7:00	5/12/03	11:15	5/12/03	15:00	4	4	0	0	0
83	UNLD	MDW	9042	A	PULPBOARD	5/09/03	7:00	5/12/03	11:15	5/12/03	15:00	4	4	0	0	0
84	UNLD	AIM	531621	B	PULPBOARD	5/09/03	7:00	5/11/03	18:00	5/12/03	11:00	4	4	0	0	0
85	UNLD	AIW	102633	A	PULPBOARD	5/09/03	7:00	5/09/03	14:05	5/12/03	11:00	4	4	0	0	0
86	UNLD	AIW	102748	A	PULPBOARD	5/09/03	7:00	5/09/03	14:05	5/12/03	11:00	4	4	0	0	0
87	UNLD	AIM	7157	B	PULPBOARD	5/09/03	7:00	5/09/03	10:20	5/09/03	14:00	1	2	0	1	0
88	UNLD	KCS	151777	A	PULPBOARD	5/07/03	7:00	5/09/03	10:20	5/09/03	14:00	3	2	1	0	0
89	UNLD	NS	451429	A	PULPBOARD	5/05/03	7:00	5/08/03	12:30	5/08/03	15:30	4	2	2	0	0
90	UNLD	NS	451149	A	PULPBOARD	5/04/03	7:00	5/07/03	10:30	5/07/03	16:00	4	3	1	0	0
91	UNLD	NS	451190	A	SCRAP PAPER	4/17/03	7:00	5/07/03	10:45	5/07/03	16:00	21	4	4	0	13
92	UNLD	NS	454348	A	PULPBOARD	5/03/03	7:00	5/07/03	10:30	5/07/03	16:00	5	4	1	0	0
93	UNLD	NS	453031	A	PULPBOARD	5/03/03	7:00	5/07/03	8:50	5/07/03	10:30	5	4	1	0	0
94	UNLD	NS	454286	A	PULPBOARD	5/03/03	7:00	5/07/03	8:50	5/07/03	10:30	5	4	1	0	0
95	UNLD	NS	454327	A	PULPBOARD	5/03/03	7:00	5/07/03	8:50	5/07/03	10:30	5	4	1	0	0
96	UNLD	NS	450433	A	PULPBOARD	5/03/03	7:00	5/06/03	15:10	5/07/03	8:30	5	4	1	0	0
97	UNLD	SCU	550868	A	PULPBOARD	5/03/03	7:00	5/06/03	15:10	5/07/03	8:30	5	4	1	0	0
98	UNLD	NS	451272	A	WASTEPAPER GRD	4/18/03	7:00	5/06/03	15:10	5/06/03	18:00	19	4	4	0	11
99	UNLD	NS	450371	A	PULPBOARD	5/03/03	7:00	5/06/03	12:40	5/06/03	15:00	4	4	0	0	0
100	UNLD	NS	451057	A	PULPBOARD	5/03/03	7:00	5/06/03	12:40	5/06/03	15:00	4	4	0	0	0
101	UNLD	NS	451142	A	PULPBOARD	5/03/03	7:00	5/06/03	12:40	5/06/03	15:00	4	4	0	0	0
102	UNLD	NS	451280	A	PULPBOARD	5/03/03	7:00	5/06/03	9:10	5/06/03	12:30	4	4	0	0	0
103	UNLD	NS	463828	A	PULPBOARD	5/03/03	7:00	5/06/03	9:10	5/06/03	12:30	4	4	0	0	0
104	UNLD	SCU	550518	A	PULPBOARD	5/03/03	7:00	5/06/03	9:10	5/06/03	12:30	4	4	0	0	0
105	UNLD	NS	451019	A	PULPBOARD	5/02/03	7:00	5/05/03	12:50	5/06/03	9:00	5	4	1	0	0
106	UNLD	NS	463817	A	PULPBOARD	5/01/03	7:00	5/05/03	12:50	5/06/03	9:00	6	4	2	0	0
107	UNLD	NS	463824	A	PULPBOARD	5/01/03	7:00	5/05/03	10:25	5/06/03	9:00	6	4	2	0	0
108	UNLD	NS	463436	A	PULPBOARD	5/01/03	7:00	5/05/03	12:50	5/05/03	18:00	5	4	1	0	0
109	UNLD	NS	463508	A	PULPBOARD	5/01/03	7:00	5/05/03	10:25	5/05/03	12:45	5	4	1	0	0
110	UNLD	NS	463941	A	PULPBOARD	5/01/03	7:00	5/05/03	10:25	5/05/03	12:45	5	4	1	0	0
111	UNLD	NS	451123	A	PULPBOARD	4/29/03	7:00	5/02/03	15:20	5/05/03	10:00	7	2	4	0	1
112	UNLD	NS	463522	A	PULPBOARD	5/01/03	7:00	5/02/03	15:20	5/05/03	10:00	5	4	1	0	0
113	UNLD	NS	463909	A	PULPBOARD	5/01/03	7:00	5/02/03	15:20	5/05/03	10:00	5	4	1	0	0
114	UNLD	NS	453036	A	PULPBOARD	4/29/03	7:00	5/02/03	12:20	5/02/03	15:00	4	2	2	0	0
115	UNLD	NS	463861	A	PULPBOARD	4/29/03	7:00	5/02/03	12:20	5/02/03	15:00	4	2	2	0	0
116	UNLD	SCU	550626	A	PULPBOARD	4/29/03	7:00	5/02/03	12:20	5/02/03	15:00	4	2	2	0	0
117	UNLD	NS	451228	A	PULPBOARD	4/29/03	7:00	5/02/03	10:30	5/02/03	12:15	4	2	2	0	0
118	UNLD	NS	463500	A	PULPBOARD	4/29/03	7:00	5/02/03	10:30	5/02/03	12:15	4	2	2	0	0
119	UNLD	NS	463540	A	PULPBOARD	4/29/03	7:00	5/02/03	10:30	5/02/03	12:15	4	2	2	0	0
120	UNLD	NS	463523	A	PULPBOARD	4/29/03	7:00	5/01/03	18:40	5/02/03	9:45	4	2	2	0	0

DEMURRAGE INVOICE USING AVERAGE CALCULATIONS

For cars released from 5/01/03 Thru 5/31/03

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 6/02/03
Invoice Date: 6/02/03
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 0
Page: 4

* * * * * ⟹ TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED ⟸ * * * *

Seq	Held For	Car		Car Typ	Commodity	RCON/Ordered Date	RCON/Ordered Time	Placed Date	Placed Time	Released Date	Released Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
121	UNLD	NS	463529	A	PULPBOARD	4/29/03	7:00	5/01/03	18:40	5/02/03	9:45	4	2	2	0	0
122	UNLD	SOU	550879	A	PULPBOARD	4/29/03	7:00	5/01/03	16:00	5/02/03	9:45	4	2	2	0	0
123	UNLD	NS	463468	A	PULPBOARD	4/29/03	7:00	5/01/03	16:00	5/01/03	18:00	3	2	1	0	0
124	UNLD	NS	463527	A	PULPBOARD	4/29/03	7:00	5/01/03	16:00	5/01/03	18:00	3	2	1	0	0
125	UNLD	NS	463119	A	PULPBOARD	4/29/03	7:00	5/01/03	11:30	5/01/03	15:30	3	2	1	0	0
126	UNLD	NS	463478	A	PULPBOARD	4/29/03	7:00	5/01/03	11:30	5/01/03	15:30	3	2	1	0	0
127	UNLD	SOU	550819	A	PULPBOARD	4/29/03	7:00	5/01/03	11:30	5/01/03	15:30	3	2	1	0	0
128	UNLD	NS	453111	A	PULPBOARD	4/26/03	7:00	4/30/03	17:00	5/01/03	11:15	6	4	2	0	0
129	UNLD	NS	463421	A	PULPBOARD	4/29/03	7:00	4/30/03	17:00	5/01/03	11:15	3	2	1	0	0
130	UNLD	NS	463738	A	PULPBOARD	4/29/03	7:00	4/30/03	17:00	5/01/03	11:15	3	2	1	0	0
		TOTAL UNLOADING								130 CARS		437	360	85	34	25
		TOTAL FOR CAPITAL CARGO								130 CARS		437	360	85	34	25

Number of Cars	130
Total Canc Debits	85
Total Nonc Debits	25
Total Credits	34
Total Chargeable Debits . . .	76

Chargeable Debits

51 DEBITS AT	20.00	1,020.00
5 DEBITS AT	30.00	150.00
20 DEBITS AT	60.00	1,200.00
Total Amount Due		2,370.00

For cars released from 6/01/04 Thru 6/30/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 7/04/04
Invoice Date: 7/04/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 485
Page: 1

* * * * * TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED * * * *

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC OR	Earned CR	NONC OR
1	UNLD	NS	454268	A	PULPBOARD	6/28/04	11:05	6/30/04	13:20	6/30/04	15:45	2	2	0	0	0
2	UNLD	NS	454294	A	PULPBOARD	6/29/04	6:55	6/30/04	13:20	6/30/04	15:45	2	2	0	0	0
3	UNLD	NS	456014	A	PULPBOARD	6/28/04	11:05	6/30/04	13:20	6/30/04	15:45	2	2	0	0	0
4	UNLD	NS	451357	A	PULPBOARD	6/28/04	11:05	6/30/04	11:00	6/30/04	13:20	2	2	0	0	0
5	UNLD	NS	454296	A	PULPBOARD	6/28/04	11:05	6/30/04	11:00	6/30/04	13:20	2	2	0	0	0
6	UNLD	SOU	550923	A	PULPBOARD	6/28/04	11:05	6/30/04	11:00	6/30/04	13:20	2	2	0	0	0
7	UNLD	EEC	2519	A	PULPBOARD	6/28/04	11:05	6/29/04	15:30	6/30/04	10:00	2	2	0	0	0
8	UNLD	NS	454289	A	PULPBOARD	6/28/04	11:05	6/29/04	15:30	6/30/04	10:00	2	2	0	0	0
9	UNLD	SOU	18046	A	PULPBOARD	6/28/04	11:05	6/29/04	15:30	6/30/04	10:00	2	2	0	0	0
10	UNLD	CSXT	139054	A	PULPBOARD	6/28/04	11:05	6/29/04	13:45	6/29/04	15:30	1	2	0	1	0
11	UNLD	NS	451031	A	PULPBOARD	6/28/04	11:05	6/29/04	13:45	6/29/04	15:30	1	2	0	1	0
12	UNLD	NS	451413	A	PULPBOARD	6/28/04	11:05	6/29/04	13:45	6/29/04	15:30	1	2	0	1	0
13	UNLD	EEC	348	A	PULPBOARD	6/28/04	11:05	6/29/04	8:30	6/29/04	13:30	1	2	0	1	0
14	UNLD	EEC	737	A	PULPBOARD	6/25/04	3:30	6/29/04	8:30	6/29/04	13:30	5	4	1	0	0
15	UNLD	NS	454191	A	PULPBOARD	6/28/04	11:05	6/29/04	8:30	6/29/04	13:30	1	2	0	1	0
16	UNLD	KCS	60452	A	PULPBOARD	6/25/04	3:30	6/28/04	17:15	6/29/04	8:30	5	4	1	0	0
17	UNLD	NS	451091	A	PULPBOARD	6/25/04	3:30	6/28/04	17:15	6/29/04	8:30	5	4	1	0	0
18	UNLD	EEC	1208	A	PULPBOARD	6/25/04	3:30	6/28/04	15:00	6/28/04	17:00	4	4	0	0	0
19	UNLD	NS	454311	A	PULPBOARD	6/25/04	3:30	6/28/04	15:00	6/28/04	17:00	4	4	0	0	0
20	UNLD	NS	456028	A	PULPBOARD	6/25/04	3:30	6/28/04	15:00	6/28/04	17:00	4	4	0	0	0
21	UNLD	NS	451378	A	PULPBOARD	6/25/04	3:30	6/28/04	11:15	6/28/04	14:00	4	4	0	0	0
22	UNLD	SOU	550086	A	PULPBOARD	6/25/04	3:30	6/28/04	11:15	6/28/04	14:00	4	4	0	0	0
23	UNLD	SOU	550431	A	PULPBOARD	6/25/04	3:30	6/28/04	11:15	6/28/04	14:00	4	4	0	0	0
24	UNLD	NS	450721	A	PULPBOARD	6/25/04	3:30	6/27/04	13:00	6/28/04	9:00	4	4	0	0	0
25	UNLD	NS	453462	A	PULPBOARD	6/25/04	3:30	6/27/04	13:00	6/28/04	9:00	4	4	0	0	0
26	UNLD	NS	454326	A	PULPBOARD	6/24/04	7:00	6/25/04	15:10	6/25/04	18:00	2	2	0	0	0
27	UNLD	SOU	550419	A	PULPBOARD	6/24/04	7:00	6/25/04	15:10	6/25/04	18:00	2	2	0	0	0
28	UNLD	SOU	550784	A	PULPBOARD	6/22/04	4:00	6/25/04	15:10	6/25/04	18:00	4	2	2	0	0
29	UNLD	AGR	286	A	PULPBOARD	6/22/04	4:00	6/25/04	10:40	6/25/04	15:10	4	2	2	0	0
30	UNLD	AGR	1401	A	PULPBOARD	6/22/04	4:00	6/25/04	10:40	6/25/04	15:10	4	2	2	0	0
31	UNLD	AGR	3263	A	PULPBOARD	6/22/04	4:00	6/25/04	10:40	6/25/04	15:10	4	2	2	0	0
32	UNLD	NS	450681	A	PULPBOARD	6/24/04	7:00	6/24/04	20:20	6/25/04	9:15	2	2	0	0	0
33	UNLD	SOU	550541	A	PULPBOARD	6/24/04	7:00	6/24/04	20:20	6/25/04	9:15	2	2	0	0	0
34	UNLD	NS	451197	A	PULPBOARD	6/22/04	4:00	6/24/04	13:00	6/24/04	16:15	3	2	1	0	0
35	UNLD	NS	451220	A	PULPBOARD	6/22/04	4:00	6/24/04	13:00	6/24/04	16:15	3	2	1	0	0
36	UNLD	NS	451284	A	PULPBOARD	6/22/04	4:00	6/24/04	13:00	6/24/04	16:15	3	2	1	0	0
37	UNLD	NS	453444	A	PULPBOARD	6/22/04	4:00	6/24/04	10:35	6/24/04	13:00	3	2	1	0	0
38	UNLD	NS	454201	A	PULPBOARD	6/22/04	4:00	6/24/04	10:35	6/24/04	13:00	3	2	1	0	0
39	UNLD	SOU	550511	A	PULPBOARD	6/22/04	4:00	6/24/04	10:35	6/24/04	13:00	3	2	1	0	0
40	UNLD	EEC	228	A	PULPBOARD	6/22/04	4:00	6/23/04	20:30	6/24/04	9:30	3	2	1	0	0

For cars released from 6/01/04 Thru 6/30/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR. Inc

Attn:

Run Date: 7/04/04
Invoice Date: 7/04/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 0
Page: 2

* * * * * ==========> TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED <========== * * * *

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
41	UNLD	NS	451340	A	PULPBOARD	6/22/04	4:00	6/23/04	20:30	6/24/04	9:30	3	2	1	0	0
42	UNLD	NS	451667	A	PULPBOARD	6/22/04	4:00	6/23/04	15:45	6/24/04	9:30	3	2	1	0	0
43	UNLD	NS	451288	A	PULPBOARD	6/22/04	4:00	6/23/04	15:45	6/23/04	18:00	2	2	0	0	0
44	UNLD	NS	454211	A	PULPBOARD	6/22/04	4:00	6/23/04	15:45	6/23/04	18:00	2	2	0	0	0
45	UNLD	AGR	147	A	PULPBOARD	6/20/04	20:00	6/23/04	13:20	6/23/04	15:15	3	2	1	0	0
46	UNLD	CSXT	198959	R	PULPBOARD	6/22/04	4:00	6/23/04	13:20	6/23/04	15:15	2	2	0	0	0
47	UNLD	NS	451375	A	PULPBOARD	6/20/04	20:00	6/23/04	13:20	6/23/04	15:15	3	2	1	0	0
48	UNLD	NS	463410	A	PULPBOARD	6/22/04	4:00	6/23/04	10:15	6/23/04	12:30	2	2	0	0	0
49	UNLD	SOU	18496	A	PULPBOARD	6/22/04	4:00	6/23/04	10:15	6/23/04	12:30	2	2	0	0	0
50	UNLD	SOU	550401	A	PULPBOARD	6/22/04	4:00	6/23/04	10:15	6/23/04	12:30	2	2	0	0	0
51	UNLD	NS	451086	A	PULPBOARD	6/22/04	4:00	6/23/04	1:30	6/23/04	9:30	2	2	0	0	0
52	UNLD	NS	453013	A	PULPBOARD	6/22/04	4:00	6/23/04	1:30	6/23/04	9:30	2	2	0	0	0
53	UNLD	NS	453496	A	PULPBOARD	6/22/04	4:00	6/23/04	1:30	6/23/04	9:30	2	2	0	0	0
54	UNLD	NS	451148	A	PULPBOARD	6/20/04	20:00	6/22/04	12:20	6/22/04	15:15	2	2	0	0	0
55	UNLD	NS	453539	A	PULPBOARD	6/20/04	20:00	6/22/04	12:20	6/22/04	15:15	2	2	0	0	0
56	UNLD	NS	454191	A	PULPBOARD	6/20/04	20:00	6/22/04	12:20	6/22/04	15:15	2	2	0	0	0
57	UNLD	EEC	495	A	PULPBOARD			6/19/04	7:00	6/22/04	11:45	4	4	0	0	0
58	UNLD	NS	454262	A	PULPBOARD			6/19/04	7:00	6/22/04	11:45	4	4	0	0	0
59	UNLD	SOU	550376	A	PULPBOARD			6/19/04	7:00	6/22/04	11:45	4	4	0	0	0
60	UNLD	EEC	764	A	PULPBOARD	6/20/04	20:00	6/21/04	19:00	6/22/04	9:15	2	2	0	0	0
61	UNLD	NS	454332	A	PULPBOARD	6/20/04	20:00	6/21/04	19:00	6/22/04	9:15	2	2	0	0	0
62	UNLD	NS	451234	A	PULPBOARD	6/20/04	20:00	6/21/04	14:25	6/21/04	16:30	1	2	0	1	0
63	UNLD	NS	451300	A	PULPBOARD	6/20/04	20:00	6/21/04	14:25	6/21/04	16:30	1	2	0	1	0
64	UNLD	TR	400115	B	PULPBOARD	6/20/04	20:00	6/21/04	14:25	6/21/04	16:30	1	2	0	1	0
65	UNLD	NS	451136	A	PULPBOARD	6/18/04	7:00	6/18/04	8:00	6/18/04	11:00	1	2	0	1	0
66	UNLD	SOU	550858	A	PULPBOARD	6/18/04	7:00	6/18/04	8:00	6/18/04	11:00	1	2	0	1	0
67	UNLD	NS	453496	A	PULPBOARD			6/16/04	4:00	6/16/04	17:00	1	2	0	1	0
68	UNLD	NS	472222	B	PULPBOARD	6/14/04	12:00	6/16/04	4:00	6/16/04	17:00	2	2	0	0	0
69	UNLD	CSXT	143076	A	PULPBOARD	6/15/04	4:00	6/15/04	12:10	6/15/04	22:00	1	2	0	1	0
70	UNLD	SOU	550138	A	PULPBOARD	6/15/04	4:00	6/15/04	12:10	6/15/04	22:00	1	2	0	1	0
71	UNLD	SOU	550401	A	PULPBOARD	6/15/04	4:00	6/15/04	12:10	6/15/04	22:00	1	2	0	1	0
72	UNLD	NS	451106	A	PULPBOARD	6/11/04	5:00	6/15/04	9:15	6/15/04	12:10	5	4	1	0	0
73	UNLD	NS	451288	A	PULPBOARD	6/14/04	12:00	6/15/04	9:15	6/15/04	12:10	1	2	0	1	0
74	UNLD	NS	454211	A	PULPBOARD	6/14/04	12:00	6/15/04	9:15	6/15/04	12:10	1	2	0	1	0
75	UNLD	CSXT	139253	A	PULPBOARD	6/11/04	5:00	6/14/04	16:30	6/15/04	9:15	5	4	1	0	0
76	UNLD	NS	454199	A	PULPBOARD	6/11/04	5:00	6/14/04	16:30	6/15/04	9:15	5	4	1	0	0
77	UNLD	SOU	550784	A	PULPBOARD	6/11/04	5:00	6/14/04	16:30	6/15/04	9:15	5	4	1	0	0
78	UNLD	EEC	330	A	PULPBOARD	6/11/04	5:00	6/11/04	15:30	6/14/04	10:00	4	4	0	0	0
79	UNLD	EEC	1309	A	PULPBOARD	6/11/04	5:00	6/11/04	15:30	6/14/04	10:00	4	4	0	0	0
80	UNLD	NS	451375	A	PULPBOARD	6/11/04	5:00	6/11/04	15:30	6/14/04	10:00	4	4	0	0	0

For cars released from 6/01/04 Thru 6/30/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 7/04/04
Invoice Date: 7/04/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 0
Page: 3

* * * * * ==========> TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED <========== * * * *

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
81	UNLD	NS	451178	A	PULPBOARD	6/11/04	5:00	6/11/04	12:00	6/11/04	15:30	1	2	0	1	0
82	UNLD	NS	451343	A	PULPBOARD	6/11/04	5:00	6/11/04	12:00	6/11/04	15:30	1	2	0	1	0
83	UNLD	SP	230730	A	PULPBOARD	6/11/04	5:00	6/11/04	12:00	6/11/04	15:30	1	2	0	1	0
84	UNLD	EEC	582	A	PULPBOARD	6/08/04	3:00	6/11/04	9:40	6/11/04	12:00	4	2	2	0	0
85	UNLD	EEC	867	A	PULPBOARD	6/11/04	5:00	6/11/04	9:40	6/11/04	12:00	1	2	0	1	0
86	UNLD	SOU	550614	A	PULPBOARD	6/08/04	3:00	6/11/04	9:40	6/11/04	12:00	4	2	2	0	0
87	UNLD	EEC	358	A	PULPBOARD	6/08/04	3:00	6/10/04	15:20	6/11/04	9:30	4	2	2	0	0
88	UNLD	NS	451292	A	PULPBOARD	6/08/04	3:00	6/10/04	15:20	6/11/04	9:30	4	2	2	0	0
89	UNLD	SOU	550599	A	PULPBOARD	6/08/04	3:00	6/10/04	18:30	6/11/04	9:30	4	2	2	0	0
90	UNLD	NS	451346	A	PULPBOARD	6/08/04	3:00	6/10/04	15:20	6/10/04	18:25	3	2	1	0	0
91	UNLD	NS	451209	A	PULPBOARD	6/07/04	11:45	6/10/04	12:25	6/10/04	15:00	3	2	1	0	0
92	UNLD	SOU	550161	A	PULPBOARD	6/07/04	11:45	6/10/04	12:25	6/10/04	15:00	3	2	1	0	0
93	UNLD	SOU	550401	A	PULPBOARD	6/07/04	11:45	6/10/04	12:25	6/10/04	15:00	3	2	1	0	0
94	UNLD	EEC	1262	A	PULPBOARD	6/07/04	11:45	6/10/04	9:00	6/10/04	12:20	3	2	1	0	0
95	UNLD	NS	451149	A	PULPBOARD	6/07/04	11:45	6/10/04	9:00	6/10/04	12:20	3	2	1	0	0
96	UNLD	SOU	18249	A	PULPBOARD	6/07/04	11:45	6/10/04	9:00	6/10/04	12:20	3	2	1	0	0
97	UNLD	EEC	592	A	PULPBOARD	6/04/04	21:00	6/09/04	15:00	6/10/04	9:00	6	4	2	0	0
98	UNLD	EEC	1302	A	PULPBOARD	6/04/04	21:00	6/09/04	15:00	6/10/04	9:00	6	4	2	0	0
99	UNLD	NS	451411	A	PULPBOARD	6/07/04	11:45	6/09/04	18:00	6/10/04	9:00	3	2	1	0	0
100	UNLD	NS	453496	A	PULPBOARD	6/04/04	21:00	6/09/04	15:00	6/09/04	18:00	5	4	1	0	0
101	UNLD	EEC	1016	A	PULPBOARD	6/04/04	21:00	6/09/04	12:40	6/09/04	15:00	5	4	1	0	0
102	UNLD	SOU	550388	A	PULPBOARD	6/04/04	21:00	6/09/04	12:40	6/09/04	15:00	5	4	1	0	0
103	UNLD	SOU	550438	A	PULPBOARD	6/04/04	21:00	6/09/04	12:40	6/09/04	15:00	5	4	1	0	0
104	UNLD	EEC	626	A	PULPBOARD	6/04/04	21:00	6/09/04	10:05	6/09/04	12:00	5	4	1	0	0
105	UNLD	NS	451113	A	PULPBOARD	6/04/04	21:00	6/09/04	10:05	6/09/04	12:00	5	4	1	0	0
106	UNLD	SOU	550565	A	PULPBOARD	6/04/04	21:00	6/09/04	10:05	6/09/04	12:00	5	4	1	0	0
107	UNLD	EEC	201	A	PULPBOARD	6/04/04	21:00	6/09/04	2:00	6/09/04	9:00	5	4	1	0	0
108	UNLD	NS	451330	A	PULPBOARD	6/04/04	21:00	6/08/04	16:00	6/09/04	9:00	5	4	1	0	0
109	UNLD	NS	451368	A	PULPBOARD	6/04/04	21:00	6/08/04	16:00	6/09/04	9:00	5	4	1	0	0
110	UNLD	NS	451010	A	PULPBOARD	6/04/04	21:00	6/08/04	16:00	6/08/04	17:30	4	4	0	0	0
111	UNLD	NS	450729	A	PULPBOARD	6/04/04	21:00	6/08/04	14:00	6/08/04	16:00	4	4	0	0	0
112	UNLD	NS	451316	A	PULPBOARD	6/04/04	21:00	6/08/04	14:00	6/08/04	16:00	4	4	0	0	0
113	UNLD	NS	451387	A	PULPBOARD	6/04/04	21:00	6/08/04	14:00	6/08/04	16:00	4	4	0	0	0
114	UNLD	EEC	732	A	PULPBOARD	6/04/04	21:00	6/08/04	9:50	6/08/04	12:00	4	4	0	0	0
115	UNLD	NS	454269	A	PULPBOARD	6/04/04	21:00	6/08/04	9:50	6/08/04	12:00	4	4	0	0	0
116	UNLD	NS	454366	A	PULPBOARD	6/04/04	21:00	6/08/04	9:50	6/08/04	12:00	4	4	0	0	0
117	UNLD	EEC	720	A	PULPBOARD	6/05/04	19:00	6/07/04	12:30	6/07/04	15:15	2	3	0	1	0
118	UNLD	NS	451288	A	PULPBOARD	6/05/04	19:00	6/07/04	12:30	6/07/04	15:15	2	3	0	1	0
119	UNLD	NS	454211	A	PULPBOARD	6/05/04	19:00	6/07/04	12:30	6/07/04	15:15	2	3	0	1	0
120	UNLD	KCS	60067	A	PULPBOARD	6/05/04	19:00	6/07/04	9:30	6/07/04	11:30	2	3	0	1	0

For cars released from 6/01/04 Thru 6/30/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 7/04/04
Invoice Date: 7/04/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 0
Page: 4

* * * * * ==========> TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED <========== * * * *

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
121	UNLD	NS	454219	A	PULPBOARD	6/05/04	19:00	6/07/04	9:30	6/07/04	11:30	2	3	0	1	0
122	UNLD	SOU	18214	A	PULPBOARD	6/05/04	19:00	6/07/04	9:30	6/07/04	11:30	2	3	0	1	0
123	UNLD	EEC	749	A	PULPBOARD	6/04/04	2:05	6/04/04	7:15	6/07/04	8:00	4	4	0	0	0
124	UNLD	CSXT	143612	A	PULPBOARD	6/04/04	2:05	6/04/04	11:55	6/04/04	15:00	1	2	0	1	0
125	UNLD	EEC	707	A	PULPBOARD	6/04/04	2:05	6/04/04	11:55	6/04/04	15:00	1	2	0	1	0
126	UNLD	NS	451214	A	PULPBOARD	6/04/04	2:05	6/04/04	11:55	6/04/04	15:00	1	2	0	1	0
127	UNLD	BN	244763	A	PULPBOARD	6/04/04	2:05	6/04/04	9:50	6/04/04	11:50	1	2	0	1	0
128	UNLD	NS	451003	A	PULPBOARD	6/04/04	2:05	6/04/04	9:45	6/04/04	11:50	1	2	0	1	0
129	UNLD	NS	451370	A	PULPBOARD	6/04/04	2:05	6/04/04	9:45	6/04/04	11:50	1	2	0	1	0
130	UNLD	NS	451031	A	PULPBOARD	6/04/04	2:05	6/04/04	7:15	6/04/04	9:45	1	2	0	1	0
131	UNLD	SOU	550589	A	PULPBOARD	6/04/04	2:05	6/04/04	7:15	6/04/04	9:45	1	2	0	1	0
132	UNLD	NS	451384	A	PULPBOARD	6/02/04	2:15	6/02/04	10:55	6/02/04	17:00	1	2	0	1	0
133	UNLD	SOU	550161	A	PULPBOARD	6/01/04	20:00	6/02/04	10:55	6/02/04	17:00	1	2	0	1	0
134	UNLD	SOU	550431	A	PULPBOARD	6/02/04	2:15	6/02/04	12:00	6/02/04	17:00	1	2	0	1	0
135	UNLD	SOU	550614	A	PULPBOARD	6/02/04	2:15	6/02/04	10:55	6/02/04	11:55	1	2	0	1	0
					TOTAL UNLOADING						135 CARS	378	358	58	38	0

For cars released from 6/01/04 Thru 6/30/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 7/04/04
Invoice Date: 7/04/04

Demurrage Agreement: AVGUNLOAD

Invoice # 0
Page: 5

TOTAL FOR CAPITAL CARGO	135 CARS	378	358	58	38	0

Number of Cars	135
Total Canc Debits	58
Total Nonc Debits	0
Total Credits	38
Total Chargeable Debits . . .	20

------- Chargeable Debits ---------

20 DEBITS AT 20.00	400.00
Total Amount Due	400.00

For cars released from 7/01/04 Thru 7/31/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 8/01/04
Invoice Date: 8/01/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 5060
Page: 1

* * * * * TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED * * * * *

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NON DR
1	UNLD	NS	451118	A	PULPBOARD	7/29/04	7:00	7/30/04	16:30	7/30/04	18:00	2	2	0	0	
2	UNLD	NS	450694	A	PULPBOARD	7/29/04	7:00	7/30/04	13:30	7/30/04	16:10	2	2	0	0	
3	UNLD	NS	461028	A	PULPBOARD	7/29/04	7:00	7/30/04	13:00	7/30/04	16:10	2	2	0	0	
4	UNLD	CSXT	143069	A	PULPBOARD	7/29/04	7:00	7/29/04	18:00	7/30/04	9:45	2	2	0	0	
5	UNLD	EEC	640	A	PULPBOARD	7/29/04	7:00	7/29/04	19:05	7/30/04	9:45	2	2	0	0	
6	UNLD	NS	454289	A	PULPBOARD	7/29/04	7:00	7/29/04	18:00	7/30/04	9:45	2	2	0	0	
7	UNLD	NS	451146	A	PULPBOARD	7/27/04	4:00	7/29/04	9:30	7/29/04	16:00	3	2	1	0	
8	UNLD	NS	451368	A	PULPBOARD	7/27/04	4:00	7/29/04	9:30	7/29/04	16:00	3	2	1	0	
9	UNLD	NS	454301	A	PULPBOARD	7/27/04	4:00	7/29/04	9:30	7/29/04	16:00	3	2	1	0	
10	UNLD	NS	451194	A	PULPBOARD	7/27/04	4:00	7/28/04	23:00	7/29/04	9:30	3	2	1	0	
11	UNLD	SOU	550748	A	PULPBOARD	7/27/04	4:00	7/28/04	23:00	7/29/04	9:30	3	2	1	0	
12	UNLD	NS	451122	A	PULPBOARD	7/27/04	4:00	7/28/04	10:50	7/28/04	13:45	2	2	0	0	
13	UNLD	NS	451375	A	PULPBOARD	7/27/04	4:00	7/28/04	10:50	7/28/04	13:45	2	2	0	0	
14	UNLD	SOU	550551	A	PULPBOARD	7/27/04	4:00	7/28/04	10:50	7/28/04	13:45	2	2	0	0	
15	UNLD	EEC	127	A	PULPBOARD	7/27/04	4:00	7/27/04	16:30	7/28/04	10:45	2	2	0	0	
16	UNLD	EEC	321	A	PULPBOARD	7/27/04	4:00	7/27/04	16:30	7/28/04	10:45	2	2	0	0	
17	UNLD	NS	451667	A	PULPBOARD	7/27/04	4:00	7/27/04	16:30	7/28/04	10:45	2	2	0	0	
18	UNLD	NS	451125	A	PULPBOARD	7/27/04	4:00	7/27/04	10:15	7/27/04	11:45	1	2	0	1	
19	UNLD	NS	451316	A	PULPBOARD	7/27/04	4:00	7/27/04	10:15	7/27/04	11:45	1	2	0	1	
20	UNLD	CSXT	140284	A	PULPBOARD	7/23/04	3:35	7/26/04	17:20	7/27/04	9:30	5	4	1	0	
21	UNLD	NS	451158	A	PULPBOARD	7/24/04	16:55	7/26/04	14:00	7/26/04	17:00	2	3	0	1	
22	UNLD	CSXT	136046	A	PULPBOARD	7/23/04	3:35	7/23/04	16:30	7/26/04	14:00	4	4	0	0	
23	UNLD	CSXT	136368	A	PULPBOARD	7/23/04	3:35	7/23/04	16:30	7/26/04	14:00	4	4	0	0	
24	UNLD	SOU	18214	A	PULPBOARD	7/23/04	3:35	7/23/04	16:30	7/26/04	14:00	4	4	0	0	
25	UNLD	EEC	1304	A	PULPBOARD	7/23/04	3:35	7/23/04	11:10	7/23/04	14:45	1	2	0	1	
26	UNLD	SOU	550012	A	PULPBOARD	7/23/04	3:35	7/23/04	11:10	7/23/04	14:45	1	2	0	1	
27	UNLD	SOU	550030	A	PULPBOARD	7/23/04	3:35	7/23/04	11:10	7/23/04	14:45	1	2	0	1	
28	UNLD	SOU	18249	A	PULPBOARD	7/22/04	4:10	7/22/04	14:50	7/23/04	11:00	2	2	0	0	
29	UNLD	NS	453889	A	PULPBOARD	7/22/04	4:10	7/22/04	14:50	7/22/04	18:00	1	2	0	1	
30	UNLD	NS	454375	A	PULPBOARD	7/22/04	4:10	7/22/04	11:30	7/22/04	14:45	1	2	0	1	
31	UNLD	NS	454407	A	PULPBOARD	7/22/04	4:10	7/22/04	11:30	7/22/04	14:45	1	2	0	1	
32	UNLD	SOU	550401	A	PULPBOARD	7/22/04	4:10	7/22/04	11:30	7/22/04	14:45	1	2	0	1	
33	UNLD	ATW	114178	A	PULPBOARD	7/22/04	4:10	7/22/04	9:10	7/22/04	11:30	1	2	0	1	
34	UNLD	NS	451376	A	PULPBOARD	7/22/04	4:10	7/22/04	9:10	7/22/04	11:30	1	2	0	1	
35	UNLD	SP	231414	A	PULPBOARD	7/22/04	4:10	7/22/04	9:10	7/22/04	11:30	1	2	0	1	
36	UNLD	NS	451122	A	PULPBOARD	7/21/04	3:15	7/21/04	22:45	7/22/04	8:50	2	2	0	0	
37	UNLD	EEC	1099	B	PULPBOARD	7/21/04	3:15	7/21/04	12:10	7/21/04	22:40	1	2	0	1	
38	UNLD	EEC	3027	A	PULPBOARD	7/21/04	3:15	7/21/04	9:30	7/21/04	12:00	1	2	0	1	
39	UNLD	NS	454155	A	PULPBOARD	7/21/04	3:15	7/21/04	9:30	7/21/04	12:00	1	2	0	1	
40	UNLD	SOU	18492	A	PULPBOARD	7/21/04	3:15	7/21/04	10:20	7/21/04	12:00	1	2	0	1	

For cars released from 7/01/04 Thru 7/31/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 8/01/04
Invoice Date: 8/01/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 0
Page: 2

* * * * * ==========> TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED <========== * * * *

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
41	UNLD	SOU	550360	A	PULPBOARD	7/12/04	12:31	7/20/04	19:31	7/21/04	9:15	9	2	4	0	3
42	UNLD	SOU	550544	A	PULPBOARD	7/12/04	12:31	7/20/04	19:31	7/21/04	9:15	9	2	4	0	3
43	UNLD	NS	451108	A	PULPBOARD	7/12/04	19:05	7/13/04	15:30	7/20/04	8:00	8	2	4	0	2
44	UNLD	NS	451385	A	PULPBOARD	7/12/04	12:31	7/15/04	12:15	7/20/04	7:01	7	2	4	0	1
45	UNLD	EEC	1242	A	PULPBOARD	7/12/04	19:05	7/19/04	12:40	7/20/04	6:00	7	2	4	0	1
46	UNLD	NS	451165	A	PULPBOARD	7/12/04	19:05	7/19/04	12:40	7/20/04	6:00	7	2	4	0	1
47	UNLD	SP	230189	A	PULPBOARD	7/12/04	19:05	7/19/04	12:40	7/20/04	6:00	7	2	4	0	1
48	UNLD	NS	451214	A	PULPBOARD	7/12/04	19:05	7/16/04	14:15	7/19/04	12:30	7	2	4	0	1
49	UNLD	NS	453462	A	PULPBOARD	7/14/04	4:00	7/16/04	19:00	7/19/04	12:30	6	2	4	0	0
50	UNLD	SOU	550814	A	PULPBOARD	7/12/04	19:05	7/16/04	14:15	7/19/04	12:30	7	2	4	0	1
51	UNLD	EEC	1200	A	PULPBOARD	7/10/04	3:00	7/16/04	9:15	7/16/04	11:15	7	4	3	0	0
52	UNLD	NS	463793	A	PULPBOARD	7/10/04	3:00	7/16/04	9:15	7/16/04	11:15	7	4	3	0	0
53	UNLD	NS	451316	A	PULPBOARD	7/12/04	19:05	7/13/04	15:30	7/16/04	9:15	4	2	2	0	0
54	UNLD	NS	451368	A	PULPBOARD	7/12/04	19:05	7/13/04	9:17	7/16/04	9:15	4	2	2	0	0
55	UNLD	NS	454301	A	PULPBOARD	7/12/04	19:05	7/13/04	15:30	7/16/04	9:15	4	2	2	0	0
56	UNLD	NS	454407	A	PULPBOARD	7/12/04	12:31	7/15/04	12:15	7/15/04	15:15	3	2	1	0	0
57	UNLD	SOU	18249	A	PULPBOARD	7/12/04	12:31	7/15/04	12:15	7/15/04	15:15	3	2	1	0	0
58	UNLD	NS	450721	A	PULPBOARD	7/10/04	3:00	7/15/04	10:15	7/15/04	12:15	6	4	2	0	0
59	UNLD	NS	451375	A	PULPBOARD	7/10/04	3:00	7/14/04	15:55	7/15/04	9:00	6	4	2	0	0
60	UNLD	SOU	550401	A	PULPBOARD	7/10/04	3:00	7/14/04	15:55	7/15/04	9:00	6	4	2	0	0
61	UNLD	SP	230405	A	PULPBOARD	7/10/04	3:00	7/14/04	15:55	7/15/04	9:00	6	4	2	0	0
62	UNLD	EEC	494	A	PULPBOARD	7/10/04	3:00	7/14/04	8:30	7/14/04	15:50	5	4	1	0	0
63	UNLD	EEC	707	A	PULPBOARD	7/10/04	3:00	7/14/04	8:30	7/14/04	15:50	5	4	1	0	0
64	UNLD	SP	230730	A	PULPBOARD	7/10/04	3:00	7/14/04	8:30	7/14/04	15:50	5	4	1	0	0
65	UNLD	BN	319595	A	PULPBOARD	7/10/04	3:00	7/13/04	23:15	7/14/04	7:00	4	4	0	0	0
66	UNLD	EEC	2806	A	PULPBOARD	7/10/04	3:00	7/13/04	23:15	7/14/04	7:00	4	4	0	0	0
67	UNLD	NS	451028	A	PULPBOARD	7/10/04	3:00	7/13/04	23:15	7/14/04	7:00	4	4	0	0	0
68	UNLD	NS	451146	A	PULPBOARD	7/12/04	19:05	7/13/04	11:35	7/13/04	15:15	1	2	0	1	0
69	UNLD	SOU	18098	A	PULPBOARD	7/12/04	19:05	7/13/04	11:35	7/13/04	15:15	1	2	0	1	0
70	UNLD	SOU	18214	A	PULPBOARD	7/12/04	19:05	7/13/04	11:35	7/13/04	15:15	1	2	0	1	0
71	UNLD	NS	451228	A	PULPBOARD	7/10/04	16:01	7/13/04	9:17	7/13/04	11:25	3	3	0	0	0
72	UNLD	SP	230881	A	PULPBOARD	7/10/04	16:01	7/13/04	9:17	7/13/04	11:25	3	3	0	0	0
73	UNLD	NS	451158	A	PULPBOARD	7/10/04	16:01	7/12/04	18:00	7/13/04	9:13	3	3	0	0	0
74	UNLD	NS	451194	A	PULPBOARD	7/10/04	16:01	7/12/04	18:00	7/13/04	9:13	3	3	0	0	0
75	UNLD	NS	451345	A	PULPBOARD	7/10/04	16:01	7/12/04	18:00	7/13/04	9:13	3	3	0	0	0
76	UNLD	NS	451091	A	PULPBOARD	7/10/04	16:01	7/12/04	16:00	7/12/04	18:00	2	3	0	1	0
77	UNLD	NS	454199	A	PULPBOARD	7/10/04	16:01	7/12/04	16:00	7/12/04	18:00	2	3	0	1	0
78	UNLD	NS	454269	A	PULPBOARD	7/10/04	16:01	7/12/04	16:00	7/12/04	18:00	2	3	0	1	0
79	UNLD	EEC	116	A	PULPBOARD	7/09/04	5:00	7/12/04	13:47	7/12/04	15:30	4	4	0	0	0
80	UNLD	NS	451329	A	PULPBOARD	7/09/04	5:00	7/12/04	13:47	7/12/04	15:30	4	4	0	0	0

For cars released from 7/01/04 Thru 7/31/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR. Inc

Attn:

Run Date: 8/01/04
Invoice Date: 8/01/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 0
Page: 3

* * * * * TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED * * * *

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONI DR
81	UNLD	SOU	550086	A	PULPBOARD	7/09/04	5:00	7/12/04	13:47	7/12/04	15:30	4	4	0	0	
82	UNLD	BN	244795	A	PULPBOARD	7/09/04	5:00	7/12/04	10:35	7/12/04	12:00	4	4	0	0	
83	UNLD	NS	451303	A	PULPBOARD	7/09/04	5:00	7/12/04	10:35	7/12/04	12:00	4	4	0	0	
84	UNLD	NS	454207	A	PULPBOARD	7/09/04	5:00	7/12/04	10:35	7/12/04	12:00	4	4	0	0	
85	UNLD	EEC	924	A	PULPBOARD	7/09/04	5:00	7/10/04	16:00	7/12/04	10:30	4	4	0	0	
86	UNLD	EEC	1074	A	PULPBOARD	7/09/04	5:00	7/10/04	16:00	7/12/04	10:30	4	4	0	0	
87	UNLD	NS	451148	A	PULPBOARD	7/09/04	5:00	7/10/04	16:00	7/12/04	10:30	4	4	0	0	
88	UNLD	CSXT	142600	A	PULPBOARD	7/09/04	5:00	7/09/04	13:45	7/09/04	15:30	1	2	0	1	
89	UNLD	NS	451172	A	PULPBOARD	7/09/04	5:00	7/09/04	13:45	7/09/04	15:30	1	2	0	1	
90	UNLD	NS	451292	A	PULPBOARD	7/09/04	5:00	7/09/04	13:45	7/09/04	15:30	1	2	0	1	
91	UNLD	AGR	1553	A	PULPBOARD	7/07/04	3:00	7/08/04	11:00	7/08/04	16:00	2	2	0	0	
92	UNLD	NS	453462	A	PULPBOARD	7/07/04	3:00	7/08/04	11:00	7/08/04	16:00	2	2	0	0	
93	UNLD	SOU	550431	A	PULPBOARD	7/07/04	3:00	7/08/04	11:00	7/08/04	16:00	2	2	0	0	
94	UNLD	NS	453533	A	PULPBOARD	7/07/04	3:00	7/08/04	11:00	7/08/04	12:00	2	2	0	0	
95	UNLD	NS	451031	A	PULPBOARD	7/06/04	7:10	7/08/04	9:00	7/08/04	10:45	2	2	0	0	
96	UNLD	SOU	550785	A	PULPBOARD	7/07/04	3:00	7/08/04	9:00	7/08/04	10:45	2	2	0	0	
97	UNLD	SP	230046	A	PULPBOARD	7/07/04	3:00	7/08/04	9:00	7/08/04	10:45	2	2	0	0	
98	UNLD	EEC	979	A	PULPBOARD	7/06/04	7:10	7/07/04	16:00	7/08/04	8:30	2	2	0	0	
99	UNLD	NS	454191	A		7/06/04	7:10	7/07/04	16:00	7/08/04	8:30	2	2	0	0	
100	UNLD	NS	454284	A	PULPBOARD	7/06/04	7:10	7/07/04	12:20	7/07/04	14:45	1	2	0	1	
101	UNLD	NS	454326	A	PULPBOARD	7/06/04	7:10	7/07/04	12:20	7/07/04	14:45	1	2	0	1	
102	UNLD	SOU	550419	A	PULPBOARD	7/06/04	7:10	7/07/04	12:20	7/07/04	14:46	1	2	0	1	
103	UNLD	NS	450686	A	PULPBOARD	7/03/04	7:00	7/07/04	9:00	7/07/04	12:10	5	5	0	0	
104	UNLD	NS	454211	A	PULPBOARD	7/03/04	7:00	7/07/04	9:00	7/07/04	12:10	5	5	0	0	
105	UNLD	NS	454373	A	PULPBOARD	7/06/04	7:10	7/07/04	9:00	7/07/04	12:10	1	2	0	1	
106	UNLD	EEC	1045	A	PULPBOARD	7/03/04	20:00	7/06/04	18:00	7/07/04	9:00	4	4	0	0	
107	UNLD	NS	454365	A	PULPBOARD	7/03/04	7:00	7/06/04	18:00	7/07/04	9:00	5	5	0	0	
108	UNLD	SOU	550558	A	PULPBOARD	7/03/04	7:00	7/06/04	18:00	7/07/04	9:00	5	5	0	0	
109	UNLD	KCS	60076	A	PULPBOARD	7/03/04	20:00	7/06/04	13:00	7/06/04	14:45	3	4	0	1	
110	UNLD	NS	451063	A	PULPBOARD	7/03/04	20:00	7/06/04	13:00	7/06/04	14:45	3	4	0	1	
111	UNLD	SOU	550541	A	PULPBOARD	7/03/04	20:00	7/06/04	13:00	7/06/04	14:45	3	4	0	1	
112	UNLD	NS	451308	A	PULPBOARD	7/03/04	20:00	7/06/04	9:15	7/06/04	12:00	3	4	0	1	
113	UNLD	NS	451391	A	PULPBOARD	7/03/04	20:00	7/06/04	9:15	7/06/04	12:00	3	4	0	1	
114	UNLD	SOU	550125	A	PULPBOARD	7/03/04	20:00	7/06/04	9:15	7/06/04	12:00	3	4	0	1	
115	UNLD	NS	450681	A	PULPBOARD	7/03/04	7:00	7/03/04	12:00	7/06/04	9:15	4	5	0	1	
116	UNLD	NS	454362	A	PULPBOARD	7/03/04	7:00	7/03/04	12:00	7/06/04	9:15	4	5	0	1	
117	UNLD	SOU	18098	A	PULPBOARD	7/02/04	7:00	7/02/04	12:00	7/02/04	13:00	1	2	0	1	
118	UNLD	SOU	550115	A	PULPBOARD	6/29/04	22:00	7/01/04	10:15	7/02/04	8:30	3	2	1	0	
119	UNLD	NS	451104	A	PULPBOARD	6/29/04	22:00	6/30/04	17:00	7/01/04	10:00	2	2	0	0	
120	UNLD	NS	451375	A	PULPBOARD	6/29/04	22:00	6/30/04	17:00	7/01/04	10:00	2	2	0	0	

For cars released from 7/01/04 Thru 7/31/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 8/01/04
Invoice Date: 8/01/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 0
Page: 4

* * * * * ==========> TRIAL RUN - NOT TO BE MAILED TRIAL RUN - NOT TO BE MAILED <========== * * * *

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NON DR
121	UNLD	SOU	550401	A	PULPBOARD	6/29/04	22:00	6/30/04	17:00	7/01/04	10:00	2	2	0	0	
		TOTAL UNLOADING								121	CARS	380	333	72	39	1
		TOTAL FOR CAPITAL CARGO								121	CARS	380	333	72	39	1

Number of Cars 121
Total Canc Debits 72
Total Nonc Debits 14
Total Credits 39
Total Chargeable Debits . . . 47

------- Chargeable Debits ---------

33 DEBITS AT 20.00	660.00
12 DEBITS AT 30.00	360.00
2 DEBITS AT 60.00	120.00
Total Amount Due	1,140.00

For cars released from 8/01/04 Thru 8/31/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 9/03/04
Invoice Date: 9/03/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 533
Page: 1

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
1	UNLD	EEC	412	A	PULPBOARD	8/31/04	3:30	8/31/04	14:15	8/31/04	16:15	1	2	0	1	0
2	UNLD	EEC	3032	A	PULPBOARD	8/31/04	3:30	8/31/04	14:15	8/31/04	16:15	1	2	0	1	0
3	UNLD	SOU	18418	A	PULPBOARD	8/31/04	3:30	8/31/04	14:15	8/31/04	16:15	1	2	0	1	0
4	UNLD	NS	463106	A	PULPBOARD	8/22/04	10:15	8/27/04	9:00	8/31/04	14:00	9	2	4	0	3
5	UNLD	NS	454323	A	PULPBOARD	8/28/04	20:05	8/30/04	17:00	8/31/04	12:30	3	3	0	0	0
6	UNLD	NS	454408	A	PULPBOARD	8/28/04	20:05	8/30/04	16:35	8/30/04	16:50	2	3	0	1	0
7	UNLD	SOU	18098	A	PULPBOARD	8/28/04	20:05	8/30/04	16:35	8/30/04	16:50	2	3	0	1	0
8	UNLD	NS	451193	A	PULPBOARD	8/28/04	20:05	8/30/04	11:20	8/30/04	16:00	2	3	0	1	0
9	UNLD	SOU	18082	A	PULPBOARD	8/28/04	20:05	8/30/04	11:20	8/30/04	16:00	2	3	0	1	0
10	UNLD	NS	451113	A	PULPBOARD			8/28/04	20:00	8/30/04	11:20	2	3	0	1	0
11	UNLD	NS	451243	A	PULPBOARD			8/28/04	20:00	8/30/04	11:20	2	3	0	1	0
12	UNLD	ASAB	7401	A	WOODPULP	8/18/04	11:45	8/27/04	9:00	8/27/04	17:00	9	4	4	0	1
13	UNLD	ASAB	7342	A	WOODPULP	8/24/04	12:00	8/26/04	12:00	8/26/04	16:00	2	2	0	0	0
14	UNLD	NS	454191	A	PULPBOARD	8/25/04	8:00	8/26/04	12:00	8/26/04	16:00	1	2	0	1	0
15	UNLD	SAN	10000	B	PULPBOARD	8/25/04	8:00	8/26/04	12:00	8/26/04	16:00	1	2	0	1	0
16	UNLD	ASAB	7043	A	WOODPULP	8/20/04	8:35	8/26/04	10:11	8/26/04	10:12	6	4	2	0	0
17	UNLD	ASAB	7358	A	WOODPULP	8/20/04	8:35	8/26/04	10:11	8/26/04	10:12	6	4	2	0	0
18	UNLD	MB	5258	B	WOODPULP	8/20/04	8:35	8/26/04	10:11	8/26/04	10:12	6	4	2	0	0
19	UNLD	ASAB	7511	A	WOODPULP	8/20/04	8:35	8/24/04	23:30	8/25/04	14:15	5	4	1	0	0
20	UNLD	HS	2229	A	WOODPULP	8/20/04	8:35	8/24/04	23:30	8/25/04	14:15	5	4	1	0	0
21	UNLD	EEC	1144	A	PULPBOARD	8/18/04	4:00	8/21/04	16:00	8/23/04	10:30	6	2	4	0	0
22	UNLD	NS	453470	A	PULPBOARD	8/18/04	4:00	8/21/04	16:00	8/23/04	10:30	6	2	4	0	0
23	UNLD	NS	451029	A	PULPBOARD	8/17/04	2:15	8/17/04	11:00	8/17/04	18:00	1	2	0	1	0
24	UNLD	NS	451373	A	PULPBOARD	8/17/04	2:15	8/17/04	11:00	8/17/04	18:00	1	2	0	1	0
25	UNLD	NS	454191	A	PULPBOARD	8/17/04	2:15	8/17/04	11:00	8/17/04	18:00	1	2	0	1	0
26	UNLD	NS	451125	A	PULPBOARD	8/16/04	11:00	8/17/04	9:00	8/17/04	11:00	1	2	0	1	0
27	UNLD	NS	451221	A	PULPBOARD	8/16/04	11:00	8/17/04	9:00	8/17/04	11:00	1	2	0	1	0
28	UNLD	NS	451288	A	PULPBOARD	8/16/04	11:00	8/17/04	9:00	8/17/04	11:00	1	2	0	1	0
29	UNLD	SOU	550541	A	PULPBOARD	8/14/04	2:00	8/16/04	16:10	8/17/04	9:00	4	4	0	0	0
30	UNLD	TR	400156	B	PULPBOARD	8/14/04	2:00	8/16/04	16:10	8/17/04	9:00	4	4	0	0	0
31	UNLD	NS	450720	A	PULPBOARD	8/13/04	3:30	8/16/04	11:00	8/16/04	15:30	4	4	0	0	0
32	UNLD	NS	451384	A	PULPBOARD	8/13/04	3:30	8/16/04	11:00	8/16/04	15:30	4	4	0	0	0
33	UNLD	NS	454366	A	PULPBOARD	8/13/04	3:30	8/16/04	11:00	8/16/04	15:30	4	4	0	0	0
34	UNLD	NS	451144	A	PULPBOARD	8/12/04	4:00	8/16/04	8:40	8/16/04	10:45	5	4	1	0	0
35	UNLD	SOU	550788	A	PULPBOARD	8/12/04	4:00	8/16/04	8:40	8/16/04	10:45	5	4	1	0	0
36	UNLD	SP	230118	A	PULPBOARD	8/12/04	4:00	8/16/04	8:40	8/16/04	10:45	5	4	1	0	0
37	UNLD	EEC	472	A	PULPBOARD	8/12/04	4:00	8/13/04	11:45	8/13/04	15:00	2	2	0	0	0
38	UNLD	NS	451114	A	PULPBOARD	8/12/04	4:00	8/13/04	11:45	8/13/04	15:00	2	2	0	0	0
39	UNLD	NS	451220	A	PULPBOARD	8/12/04	4:00	8/13/04	11:45	8/13/04	15:00	2	2	0	0	0
40	UNLD	CSXT	142654	A	PULPBOARD	8/12/04	4:00	8/13/04	8:15	8/13/04	11:00	2	2	0	0	0

For cars released from 8/01/04 Thru 8/31/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 9/03/04
Invoice Date: 9/03/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 533
Page: 2

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NON DR
41	UNLD	EEC	3474	A	PULPBOARD	8/12/04	4:00	8/13/04	8:15	8/13/04	11:00	2	2	0	0	
42	UNLD	NS	451667	A	PULPBOARD	8/12/04	4:00	8/13/04	8:15	8/13/04	11:00	2	2	0	0	
43	UNLD	EEC	121	A	PULPBOARD	8/12/04	4:00	8/12/04	21:15	8/13/04	9:00	2	2	0	0	
44	UNLD	EEC	1168	A	PULPBOARD	8/12/04	4:00	8/12/04	21:15	8/13/04	9:00	2	2	0	0	
45	UNLD	EEC	3016	A	PULPBOARD	8/12/04	4:00	8/12/04	21:15	8/13/04	9:00	2	2	0	0	
46	UNLD	EEC	839	A	PULPBOARD	8/07/04	22:31	8/12/04	11:10	8/12/04	14:15	5	3	2	0	
47	UNLD	NS	451083	A	PULPBOARD	8/08/04	20:00	8/12/04	11:10	8/12/04	14:15	4	2	2	0	
48	UNLD	NS	451302	A	PULPBOARD	8/08/04	20:00	8/12/04	11:10	8/12/04	14:15	4	2	2	0	
49	UNLD	EEC	259	A	PULPBOARD	8/08/04	20:00	8/11/04	19:30	8/12/04	11:00	4	2	2	0	
50	UNLD	EEC	637	A	PULPBOARD	8/08/04	20:00	8/11/04	9:35	8/11/04	19:30	3	2	1	0	
51	UNLD	EEC	1330	A	PULPBOARD	8/08/04	20:00	8/11/04	9:35	8/11/04	19:30	3	2	1	0	
52	UNLD	NS	451003	A	PULPBOARD	8/08/04	20:00	8/11/04	9:35	8/11/04	19:30	3	2	1	0	
53	UNLD	NS	451057	A	PULPBOARD	8/08/04	20:00	8/10/04	20:00	8/11/04	9:30	3	2	1	0	
54	UNLD	NS	451229	A	PULPBOARD	8/08/04	20:00	8/10/04	20:00	8/11/04	9:30	3	2	1	0	
55	UNLD	NS	451252	A	PULPBOARD	8/08/04	20:00	8/10/04	15:00	8/10/04	18:00	2	2	0	0	
56	UNLD	SOU	550778	A	PULPBOARD	8/08/04	20:00	8/10/04	15:00	8/10/04	18:00	2	2	0	0	
57	UNLD	SP	230786	A	PULPBOARD	8/08/04	20:00	8/10/04	15:00	8/10/04	18:00	2	2	0	0	
58	UNLD	EEC	374	A	PULPBOARD	8/10/04	3:00	8/10/04	10:57	8/10/04	15:00	1	2	0	1	
59	UNLD	NS	451199	A	PULPBOARD	8/10/04	3:00	8/10/04	10:57	8/10/04	15:00	1	2	0	1	
60	UNLD	NS	454326	A	PULPBOARD	8/10/04	3:00	8/10/04	10:57	8/10/04	15:00	1	2	0	1	
61	UNLD	EEC	490	A	PULPBOARD	8/08/04	20:00	8/09/04	20:00	8/10/04	10:50	2	2	0	0	
62	UNLD	NS	451125	A	PULPBOARD	8/08/04	20:00	8/09/04	20:00	8/10/04	10:50	2	2	0	0	
63	UNLD	NS	451316	A	PULPBOARD	8/08/04	20:00	8/09/04	20:00	8/10/04	10:50	2	2	0	0	
64	UNLD	NS	450396	A	PULPBOARD	8/07/04	22:31	8/09/04	14:55	8/09/04	19:00	2	3	0	1	
65	UNLD	SOU	550502	A	PULPBOARD	8/08/04	20:00	8/09/04	14:55	8/09/04	19:00	1	2	0	1	
66	UNLD	SOU	550775	A	PULPBOARD	8/08/04	20:00	8/09/04	14:55	8/09/04	19:00	1	2	0	1	
67	UNLD	NS	451221	A	PULPBOARD	8/07/04	22:31	8/09/04	10:00	8/09/04	14:50	2	3	0	1	
68	UNLD	SOU	18243	A	PULPBOARD	8/07/04	22:31	8/09/04	10:00	8/09/04	14:50	2	3	0	1	
69	UNLD	SOU	550360	A	PULPBOARD	8/07/04	22:31	8/09/04	10:00	8/09/04	14:50	2	3	0	1	
70	UNLD	NS	451027	A	PULPBOARD	8/07/04	22:31	8/08/04	9:30	8/09/04	10:00	2	3	0	1	
71	UNLD	NS	451084	A	PULPBOARD	8/07/04	22:31	8/08/04	9:30	8/09/04	10:00	2	3	0	1	
72	UNLD	SOU	18136	A	PULPBOARD	8/07/04	22:31	8/08/04	9:30	8/09/04	10:00	2	3	0	1	
73	UNLD	NS	451340	A	PULPBOARD	7/29/04	7:00	7/30/04	13:30	8/05/04	17:00	8	4	4	0	
74	UNLD	SOU	18446	A	PULPBOARD	8/04/04	2:30	8/04/04	23:15	8/05/04	12:35	2	2	0	0	
75	UNLD	EEC	3474	A	PULPBOARD	8/04/04	2:30	8/04/04	11:55	8/04/04	15:15	1	2	0	1	
76	UNLD	NS	451220	A	PULPBOARD	8/04/04	2:30	8/04/04	11:55	8/04/04	15:15	1	2	0	1	
77	UNLD	EEC	3017	A	PULPBOARD	8/03/04	5:00	8/04/04	10:00	8/04/04	12:00	2	2	0	0	
78	UNLD	NS	451183	A	PULPBOARD	8/03/04	5:00	8/04/04	10:00	8/04/04	12:00	2	2	0	0	
79	UNLD	NS	451287	A	PULPBOARD	8/03/04	5:00	8/04/04	10:00	8/04/04	12:00	2	2	0	0	
80	UNLD	EEC	1110	A	PULPBOARD	8/03/04	5:00	8/03/04	16:00	8/04/04	9:00	2	2	0	0	

For cars released from 8/01/04 Thru 8/31/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 9/03/04
Invoice Date: 9/03/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 533
Page: 3

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
81	UNLD	EEC	3036	A	PULPBOARD	8/03/04	5:00	8/03/04	16:00	8/04/04	9:00	2	2	0	0	0
82	UNLD	NS	454326	A	PULPBOARD	8/03/04	5:00	8/03/04	16:00	8/04/04	9:00	2	2	0	0	0
83	UNLD	NS	451384	A	PULPBOARD	7/29/04	7:00	8/02/04	15:30	8/03/04	9:00	6	4	2	0	0
84	UNLD	EEC	1142	B	PULPBOARD	7/31/04	3:00	8/02/04	10:30	8/02/04	15:00	3	4	0	1	0
85	UNLD	NS	451229	A	PULPBOARD	7/31/04	3:00	8/02/04	10:30	8/02/04	15:00	3	4	0	1	0
86	UNLD	SP	242518	A	PULPBOARD	7/31/04	3:00	8/02/04	10:30	8/02/04	15:00	3	4	0	1	0
87	UNLD	EEC	582	A	PULPBOARD	7/29/04	7:00	7/30/04	19:45	8/02/04	9:00	5	4	1	0	0
88	UNLD	EEC	1088	A	PULPBOARD	7/29/04	7:00	7/30/04	16:30	8/02/04	9:00	5	4	1	0	0
89	UNLD	NS	451357	A	PULPBOARD	7/29/04	7:00	7/30/04	16:30	8/02/04	9:00	5	4	1	0	0
		TOTAL UNLOADING								89 CARS		256	237	49	34	
	TOTAL FOR CAPITAL CARGO									89 CARS		256	237	49	34	4 ONC

Number of Cars	89
Total Canc Debits	49
Total Nonc Debits	4
Total Credits	34
Total Chargeable Debits . . .	19

--- Chargeable Debits ---

16 DEBITS AT	20.00	300.00
3 DEBITS AT	30.00	90.00
1 DEBITS AT	60.00	60.00
Total Amount Due		450.00

For cars released from 8/01/04 Thru 8/31/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 9/03/04
Invoice Date: 9/03/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: DKSAUNL

Invoice # 534
Page: 1

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
1	UNLD	ASAB	7213	A	WOODPULP	8/17/04	17:00	8/25/04	20:05	8/26/04	8:00	9	2	4	0	3
2	UNLD	ASAB	7388	A	WOODPULP	8/17/04	17:00	8/25/04	20:05	8/26/04	8:00	9	2	4	0	3
3	UNLD	MB	6276	B	WOODPULP	8/16/04	11:00	8/24/04	23:30	8/25/04	14:15	9	2	4	0	3
4	UNLD	ASAB	7360	A	WOODPULP	8/17/04	17:00	8/24/04	16:00	8/24/04	18:00	7	2	4	0	1
5	UNLD	ASAB	7389	A	WOODPULP	8/17/04	17:00	8/24/04	8:30	8/24/04	12:00	7	2	4	0	1
6	UNLD	ASAB	7409	B	WOODPULP	8/17/04	17:00	8/24/04	8:30	8/24/04	12:00	7	2	4	0	1
7	UNLD	BAYL	5008	A	WOODPULP	8/17/04	17:00	8/24/04	8:30	8/24/04	12:00	7	2	4	0	1
8	UNLD	ASAB	7206	A	WOODPULP	8/17/04	17:00	8/23/04	12:30	8/23/04	16:00	6	2	4	0	0
9	UNLD	HS	2266	A	WOODPULP	8/17/04	17:00	8/23/04	12:30	8/23/04	16:00	6	2	4	0	0
10	UNLD	OAR	3419	A	WOODPULP	8/17/04	17:00	8/23/04	12:30	8/23/04	16:00	6	2	4	0	0
11	UNLD	ASAB	7394	A	WOODPULP	8/17/04	17:00	8/20/04	14:15	8/20/04	17:00	3	2	1	0	0
12	UNLD	ASAB	7441	A	WOODPULP	8/17/04	17:00	8/20/04	14:15	8/20/04	17:00	3	2	1	0	0
13	UNLD	CIRR	90224	A	WOODPULP	8/17/04	9:30	8/20/04	14:15	8/20/04	17:00	3	2	1	0	0
14	UNLD	ASAB	7124	A	WOODPULP	8/17/04	17:00	8/19/04	22:30	8/20/04	13:30	3	2	1	0	0
15	UNLD	ASAB	8010	A	WOODPULP	8/17/04	17:00	8/19/04	22:30	8/20/04	13:30	3	2	1	0	0
16	UNLD	CSXT	607619	A	WOODPULP	8/17/04	17:00	8/19/04	22:30	8/20/04	13:30	3	2	1	0	0
17	UNLD	ASAB	7040	A	WOODPULP	8/17/04	17:00	8/19/04	12:00	8/19/04	15:30	2	2	0	0	0
18	UNLD	ASAB	7142	A	WOODPULP	8/17/04	17:00	8/19/04	12:00	8/19/04	15:30	2	2	0	0	0
19	UNLD	MB	5003	A	WOODPULP	8/17/04	17:00	8/19/04	12:00	8/19/04	15:30	2	2	0	0	0
20	UNLD	ASAB	7112	A	WOODPULP	8/17/04	17:00	8/18/04	9:45	8/19/04	11:00	2	2	0	0	0
21	UNLD	ASAB	7186	A	WOODPULP	8/15/04	9:30	8/18/04	9:45	8/19/04	11:00	4	2	2	0	0
22	UNLD	CIRR	91047	A	WOODPULP	8/17/04	17:00	8/18/04	9:45	8/19/04	11:00	2	2	0	0	0
		TOTAL UNLOADING								22 CARS		105	44	48	0	13

For cars released from 8/01/04 Thru 8/31/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 9/03/04
Invoice Date: 9/03/04

Demurrage Agreement: DKSAUNL

Invoice # 534
Page: 2

TOTAL FOR CAPITAL CARGO	22 CARS	105	44	48	0	13

Number of Cars	22
Total Canc Debits	48
Total Nonc Debits	13
Total Credits	0
Total Chargeable Debits . . .	61

------- Chargeable Debits ---------

48 DEBITS AT	20.00	960.00
10 DEBITS AT	30.00	300.00
3 DEBITS AT	60.00	180.00
Total Amount Due		1,440.00

DEMURRAGE INVOICE USING AVERAGE CALCULATIONS

For cars released from 9/01/04 Thru 9/30/04

In account of:

CAPTIAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 10/03/04
Invoice Date: 10/03/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGINLOAD

Invoice # 561
Page: 1

Seq	Held For	Car		Car Typ	Commodity	-PCDN/Ordered- Date	Time	Placed Date	Time	Released Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
1	UNLD	NS	451019	A	PULPBOARD	9/30/04	3:00	9/30/04	13:30	9/30/04	17:00	1	2	0	1	0
2	UNLD	NS	472024	B	PULPBOARD	9/30/04	3:00	9/30/04	13:30	9/30/04	17:00	1	2	0	1	0
3	UNLD	NS	472168	B	PULPBOARD	9/30/04	3:00	9/30/04	13:30	9/30/04	17:00	1	2	0	1	0
4	UNLD	NS	467157	A	PULPBOARD	9/30/04	3:00	9/30/04	9:50	9/30/04	13:30	1	2	0	1	0
5	UNLD	NS	472001	B	PULPBOARD	9/30/04	3:00	9/30/04	9:50	9/30/04	13:30	1	2	0	1	0
6	UNLD	NS	472182	B	PULPBOARD	9/30/04	3:00	9/30/04	9:50	9/30/04	13:30	1	2	0	1	0
7	UNLD	NS	451387	A	PULPBOARD	9/29/04	4:00	9/29/04	20:00	9/30/04	9:30	2	2	0	0	0
8	UNLD	NS	454296	A	PULPBOARD	9/29/04	4:00	9/29/04	20:00	9/30/04	9:30	2	2	0	0	0
9	UNLD	NS	451091	A	PULPBOARD	9/29/04	4:00	9/29/04	14:30	9/29/04	16:30	1	2	0	1	0
10	UNLD	NS	451125	A	PULPBOARD	9/29/04	4:00	9/29/04	14:30	9/29/04	16:30	1	2	0	1	0
11	UNLD	NS	451225	A	PULPBOARD	9/29/04	4:00	9/29/04	14:30	9/29/04	16:30	1	2	0	1	0
12	UNLD	EEC	2834	A	PULPBOARD	9/29/04	4:00	9/29/04	12:00	9/29/04	14:30	1	2	0	1	0
13	UNLD	NS	463477	A	PULPBOARD	9/29/04	4:00	9/29/04	12:00	9/29/04	14:30	1	2	0	1	0
14	UNLD	NS	463512	A	PULPBOARD	9/29/04	4:00	9/29/04	12:00	9/29/04	14:30	1	2	0	1	0
15	UNLD	NS	454301	A	PULPBOARD	9/28/04	3:00	9/28/04	15:30	9/29/04	10:00	2	2	0	0	0
16	UNLD	NS	454323	A	PULPBOARD	9/25/04	7:00	9/28/04	15:30	9/29/04	10:00	5	4	1	0	0
17	UNLD	SOU	550038	A	PULPBOARD	9/28/04	3:00	9/28/04	15:30	9/29/04	10:00	2	2	0	0	0
18	UNLD	NS	453496	A	PULPBOARD	9/28/04	3:00	9/28/04	14:00	9/28/04	15:30	1	2	0	1	0
19	UNLD	NS	454211	A	PULPBOARD	9/28/04	3:00	9/28/04	14:00	9/28/04	15:30	1	2	0	1	0
20	UNLD	EEC	338	A	PULPBOARD	9/25/04	7:00	9/28/04	12:00	9/28/04	14:00	4	4	0	0	0
21	UNLD	EEC	1316	A	PULPBOARD	9/25/04	7:00	9/28/04	12:00	9/28/04	14:00	4	4	0	0	0
22	UNLD	SOU	550086	A	PULPBOARD	9/25/04	7:00	9/28/04	12:00	9/28/04	14:00	4	4	0	0	0
23	UNLD	CSXT	139098	A	PULPBOARD	9/25/04	7:00	9/28/04	8:50	9/28/04	12:00	4	4	0	0	0
24	UNLD	EEC	616	A	PULPBOARD	9/25/04	7:00	9/28/04	8:50	9/28/04	12:00	4	4	0	0	0
25	UNLD	TR	400128	B	PULPBOARD	9/25/04	7:00	9/28/04	8:50	9/28/04	12:00	4	4	0	0	0
26	UNLD	NS	463730	A	PULPBOARD	9/22/04	3:00	9/22/04	6:01	9/22/04	9:30	1	2	0	1	0
27	UNLD	NS	463918	A	PULPBOARD	9/22/04	3:00	9/22/04	6:01	9/22/04	9:30	1	2	0	1	0
28	UNLD	NS	451069	A	PULPBOARD	9/21/04	3:00	9/21/04	9:45	9/21/04	15:10	1	2	0	1	0
29	UNLD	NS	453013	A	PULPBOARD	9/21/04	3:00	9/21/04	9:45	9/21/04	15:10	1	2	0	1	0
30	UNLD	NS	454368	A	PULPBOARD	9/21/04	3:00	9/21/04	9:45	9/21/04	15:10	1	2	0	1	0
31	UNLD	NS	451091	A	PULPBOARD	9/18/04	4:00	9/20/04	20:00	9/21/04	9:45	4	4	0	0	0
32	UNLD	NS	451304	A	PULPBOARD	9/18/04	4:00	9/20/04	16:00	9/21/04	9:45	4	4	0	0	0
33	UNLD	NS	454408	A	PULPBOARD	9/18/04	4:00	9/20/04	16:00	9/21/04	9:45	4	4	0	0	0
34	UNLD	SOU	18136	A	PULPBOARD	9/18/04	4:00	9/20/04	15:00	9/20/04	17:00	3	4	0	1	0
35	UNLD	NS	451007	A	PULPBOARD	9/18/04	4:00	9/20/04	9:00	9/20/04	14:45	3	4	0	1	0
36	UNLD	NS	463455	A	PULPBOARD	9/18/04	4:00	9/20/04	9:00	9/20/04	14:45	3	4	0	1	0
37	UNLD	TR	400169	B	PULPBOARD	9/18/04	4:00	9/20/04	9:00	9/20/04	14:45	3	4	0	1	0
38	UNLD	SOU	565293	A	PULPBOARD	9/17/04	7:00	9/17/04	13:45	9/20/04	9:00	4	4	0	0	0
39	UNLD	NS	454191	A	PULPBOARD	9/17/04	7:00	9/17/04	15:00	9/17/04	17:00	1	2	0	1	0
40	UNLD	NS	454294	A	PULPBOARD	9/17/04	7:00	9/17/04	13:45	9/17/04	17:00	1	2	0	1	0

DEMURRAGE INVOICE USING AVERAGE CALCULATIONS

For cars released from 9/01/04 Thru 9/30/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 10/03/04
Invoice Date: 10/03/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGINLOAD

Invoice # 561
Page: 2

Held Seq	For	Car		Car Typ	Commodity	RCON/Ordered Date	Time	Placed Date	Time	Released Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
41	UNLD	NS	454323	A	PULPBOARD	9/17/04	7:00	9/17/04	13:45	9/17/04	17:00	1	2	0	1	0
42	UNLD	KCS	60087	A	PULPBOARD	9/16/04	7:00	9/17/04	10:55	9/17/04	12:00	2	2	0	0	0
43	UNLD	SAN	10094	B	PULPBOARD	9/16/04	7:00	9/17/04	10:55	9/17/04	12:00	2	2	0	0	0
44	UNLD	ASAB	7087	A	WOODPULP	9/13/04	14:00	9/16/04	18:30	9/17/04	10:50	4	2	2	0	0
45	UNLD	NS	451126	A	PULPBOARD	9/16/04	7:00	9/16/04	18:30	9/17/04	10:50	2	2	0	0	0
46	UNLD	CIFR	91204	A	WOODPULP	9/13/04	14:00	9/16/04	11:00	9/16/04	18:20	3	2	1	0	0
47	UNLD	CAR	3426	A	WOODPULP	9/13/04	14:00	9/16/04	11:00	9/16/04	18:20	3	2	1	0	0
48	UNLD	CAR	3460	A	WOODPULP	9/13/04	14:00	9/16/04	11:00	9/16/04	18:20	3	2	1	0	0
49	UNLD	NS	451066	A	PULPBOARD	9/14/04	2:00	9/15/04	23:00	9/16/04	11:00	3	2	1	0	0
50	UNLD	NS	453481	A	PULPBOARD	9/14/04	2:00	9/15/04	23:00	9/16/04	11:00	3	2	1	0	0
51	UNLD	NS	454112	A	PULPBOARD	9/14/04	2:00	9/15/04	23:00	9/16/04	11:00	3	2	1	0	0
52	UNLD	NS	450396	A	PULPBOARD	9/14/04	2:00	9/15/04	15:00	9/15/04	17:00	2	2	0	0	0
53	UNLD	NS	453539	A	PULPBOARD	9/14/04	2:00	9/15/04	15:00	9/15/04	17:00	2	2	0	0	0
54	UNLD	SOU	550632	A	PULPBOARD	9/14/04	2:00	9/15/04	15:00	9/15/04	17:00	2	2	0	0	0
55	UNLD	NS	451129	A	PULPBOARD	9/14/04	2:00	9/15/04	10:10	9/15/04	15:10	2	2	0	0	0
56	UNLD	NS	451384	A	PULPBOARD	9/14/04	2:00	9/15/04	10:10	9/15/04	15:10	2	2	0	0	0
57	UNLD	SOU	550655	A	PULPBOARD	9/14/04	2:00	9/15/04	10:10	9/15/04	15:10	2	2	0	0	0
58	UNLD	NS	451114	A	PULPBOARD	9/14/04	2:00	9/14/04	17:00	9/15/04	9:30	2	2	0	0	0
59	UNLD	NS	451383	A	PULPBOARD	9/14/04	2:00	9/14/04	17:00	9/15/04	9:30	2	2	0	0	0
60	UNLD	NS	453462	A	PULPBOARD	9/14/04	2:00	9/14/04	17:00	9/15/04	9:30	2	2	0	0	0
61	UNLD	NS	453013	A	PULPBOARD	9/14/04	2:00	9/14/04	15:15	9/14/04	17:00	1	2	0	1	0
62	UNLD	SAN	10000	B	PULPBOARD	9/14/04	2:00	9/14/04	15:15	9/14/04	17:00	1	2	0	1	0
63	UNLD	SOU	550923	A	PULPBOARD	9/14/04	2:00	9/14/04	15:15	9/14/04	17:00	1	2	0	1	0
64	UNLD	NS	454299	A	PULPBOARD	9/11/04	3:00	9/14/04	10:30	9/14/04	13:45	4	4	0	0	0
65	UNLD	NS	454366	A	PULPBOARD	9/14/04	2:00	9/14/04	10:30	9/14/04	13:45	1	2	0	1	0
66	UNLD	TEOX	666156	A	CRUDE SORD BD	9/10/04	4:12	9/14/04	10:30	9/14/04	13:45	5	4	1	0	0
67	UNLD	ASAB	7304	A	WOODPULP	9/08/04	10:30	9/13/04	19:00	9/14/04	10:05	6	4	2	0	0
68	UNLD	SOU	550419	A	PULPBOARD	9/11/04	3:00	9/13/04	19:00	9/14/04	10:05	4	4	0	0	0
69	UNLD	ASAB	7148	A	WOODPULP	9/05/04	15:00	9/13/04	11:10	9/13/04	15:30	8	3	4	0	1
70	UNLD	ASAB	7462	A	WOODPULP	9/05/04	15:00	9/13/04	11:10	9/13/04	15:30	8	3	4	0	1
71	UNLD	AIM	7108	A	WOODPULP	9/06/04	11:05	9/10/04	17:35	9/13/04	11:00	7	2	4	0	1
72	UNLD	ASAB	7414	A	WOODPULP	9/06/04	11:05	9/10/04	12:00	9/13/04	11:00	7	2	4	0	1
73	UNLD	ASAB	7468	A	WOODPULP	9/06/04	11:05	9/10/04	17:35	9/13/04	11:00	7	2	4	0	1
74	UNLD	ASAB	7355	A	WOODPULP	9/06/04	11:05	9/10/04	12:00	9/10/04	17:30	4	2	2	0	0
75	UNLD	ASAB	7402	A	WOODPULP	9/06/04	11:05	9/10/04	12:00	9/10/04	17:30	4	2	2	0	0
76	UNLD	ASAB	7133	A	WOODPULP	9/06/04	11:05	9/09/04	17:00	9/10/04	11:30	4	2	2	0	0
77	UNLD	BAYL	5045	A	WOODPULP	9/04/04	14:30	9/09/04	17:00	9/10/04	11:30	6	4	2	0	0
78	UNLD	ASAB	7393	B	WOODPULP	9/06/04	11:05	9/09/04	12:30	9/09/04	17:00	3	2	1	0	0
79	UNLD	NS	451383	A	PULPBOARD	9/08/04	5:00	9/09/04	12:30	9/09/04	17:00	2	2	0	0	0
80	UNLD	NS	463437	A	PULPBOARD	9/08/04	5:00	9/09/04	12:30	9/09/04	17:00	2	2	0	0	0

DEMURRAGE INVOICE USING AVERAGE CALCULATIONS

For cars released from 9/01/04 Thru 9/30/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 10/03/04
Invoice Date: 10/03/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 561
Page: 3

Seq	Held For	Car		Car Typ	Commodity	PGIN/Ordered Date	PGIN/Ordered Time	Placed Date	Placed Time	Released Date	Released Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
81	UNLD	NS	451086	A	PULPBOARD	9/08/04	5:00	9/09/04	8:25	9/09/04	10:45	2	2	0	0	0
82	UNLD	SOU	550632	A	PULPBOARD	9/08/04	5:00	9/09/04	8:25	9/09/04	10:45	2	2	0	0	0
83	UNLD	SOU	550930	A	PULPBOARD	9/08/04	5:00	9/09/04	8:25	9/09/04	10:45	2	2	0	0	0
84	UNLD	EEC	876	A	PULPBOARD	9/04/04	4:00	9/08/04	10:00	9/08/04	16:00	5	5	0	0	0
85	UNLD	NS	453462	A	PULPBOARD	9/04/04	4:00	9/08/04	10:00	9/08/04	16:00	5	5	0	0	0
86	UNLD	NS	472200	B	PULPBOARD	9/04/04	4:00	9/08/04	10:00	9/08/04	16:00	5	5	0	0	0
87	UNLD	CSXT	143620	A	PULPBOARD	9/04/04	4:00	9/07/04	18:00	9/08/04	10:00	5	5	0	0	0
88	UNLD	SOU	550518	A	PULPBOARD	9/03/04	4:00	9/07/04	18:00	9/08/04	10:00	6	5	1	0	0
89	UNLD	EEC	1170	A	PULPBOARD	9/03/04	4:00	9/07/04	14:00	9/07/04	18:00	5	5	0	0	0
90	UNLD	NS	454294	A	PULPBOARD	8/31/04	3:30	9/07/04	14:00	9/07/04	18:00	8	2	4	0	2
91	UNLD	SOU	550133	A	PULPBOARD	8/31/04	3:30	9/07/04	14:00	9/07/04	18:00	8	2	4	0	2
92	UNLD	NS	454191	A	PULPBOARD	8/31/04	3:30	9/07/04	11:00	9/07/04	14:00	8	2	4	0	2
93	UNLD	NS	463407	A	PULPBOARD	8/31/04	3:30	9/07/04	11:00	9/07/04	14:00	8	2	4	0	2
94	UNLD	NS	463810	A	PULPBOARD	8/31/04	3:30	9/07/04	11:00	9/07/04	14:00	8	2	4	0	2
95	UNLD	NS	463506	A	PULPBOARD	8/31/04	3:30	9/03/04	14:55	9/07/04	11:00	8	2	4	0	2
96	UNLD	NS	463783	A	PULPBOARD	8/31/04	3:30	9/03/04	14:55	9/07/04	11:00	8	2	4	0	2
97	UNLD	NS	463877	A	PULPBOARD	8/31/04	3:30	9/03/04	14:55	9/07/04	11:00	8	2	4	0	2
98	UNLD	NS	463435	A	PULPBOARD	8/31/04	3:30	9/03/04	10:10	9/03/04	14:40	4	2	2	0	0
99	UNLD	SOU	18243	A	PULPBOARD	8/31/04	3:30	9/03/04	10:10	9/03/04	14:40	4	2	2	0	0
100	UNLD	SOU	565456	A	PULPBOARD	8/31/04	3:30	9/03/04	10:10	9/03/04	14:40	4	2	2	0	0
101	UNLD	EEC	492	A	PULPBOARD	8/31/04	3:30	9/02/04	19:15	9/03/04	10:00	4	2	2	0	0
102	UNLD	EEC	1109	A	PULPBOARD	8/30/04	9:00	9/02/04	15:00	9/03/04	10:00	4	2	2	0	0
103	UNLD	SOU	550419	A	PULPBOARD	8/31/04	3:30	9/02/04	19:15	9/03/04	10:00	4	2	2	0	0
104	UNLD	NS	451300	A	PULPBOARD	8/30/04	9:00	9/02/04	15:00	9/02/04	19:10	3	2	1	0	0
105	UNLD	SOU	550161	A	PULPBOARD	8/30/04	9:00	9/02/04	15:00	9/02/04	19:10	3	2	1	0	0
106	UNLD	NS	453444	A	PULPBOARD	8/30/04	9:00	9/02/04	10:00	9/02/04	14:30	3	2	1	0	0
107	UNLD	NS	453856	A	PULPBOARD	8/30/04	9:00	9/02/04	10:00	9/02/04	14:30	3	2	1	0	0
108	UNLD	SOU	550144	A	PULPBOARD	8/30/04	9:00	9/02/04	10:00	9/02/04	14:30	3	2	1	0	0
109	UNLD	NS	463403	A	PULPBOARD	8/30/04	9:00	9/01/04	17:50	9/02/04	10:00	3	2	1	0	0
110	UNLD	NS	463437	A	PULPBOARD	8/28/04	20:05	8/30/04	17:00	9/02/04	10:00	5	3	2	0	0
111	UNLD	NS	463708	A	PULPBOARD	8/30/04	9:00	9/01/04	17:50	9/02/04	10:00	3	2	1	0	0
112	UNLD	NS	451069	A	PULPBOARD	8/30/04	9:00	9/01/04	12:10	9/01/04	15:00	2	2	0	0	0
113	UNLD	NS	451083	A	PULPBOARD	8/30/04	9:00	9/01/04	12:10	9/01/04	15:00	2	2	0	0	0
114	UNLD	NS	454303	A	PULPBOARD	8/30/04	9:00	9/01/04	12:10	9/01/04	15:00	2	2	0	0	0
115	UNLD	EEC	3041	A	PULPBOARD	8/31/04	3:30	9/01/04	10:00	9/01/04	12:00	2	2	0	0	0
116	UNLD	NS	454288	A	PULPBOARD	8/31/04	3:30	9/01/04	10:00	9/01/04	12:00	2	2	0	0	0
117	UNLD	SP	230709	A	PULPBOARD	8/28/04	20:05	8/30/04	17:00	9/01/04	12:00	4	3	1	0	0
118	UNLD	NS	450694	A	PULPBOARD	8/31/04	3:30	8/31/04	17:40	9/01/04	9:30	2	2	0	0	0
119	UNLD	NS	451128	A	PULPBOARD	8/31/04	3:30	8/31/04	17:40	9/01/04	9:30	2	2	0	0	0
		TOTAL UNLOADING								119 CARS		387	300	96	30	21

DEMURRAGE INVOICE USING AVERAGE CALCULATIONS

For cars released from 9/01/04 Thru 9/30/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 10/03/04
Invoice Date: 10/03/04

Demurrage Agreement: AVGUNLOAD

Invoice # 561
Page: 4

TOTAL FOR CAPITAL CARGO	119 CARS	387	300	96	30	21

Number of Cars	119
Total Canc Debits	96
Total Nonc Debits	21
Total Credits	30
Total Chargeable Debits . . .	87

——— Chargeable Debits ———

66 DEBITS AT 20.00	1,320.00
21 DEBITS AT 30.00	630.00
Total Amount Due	1,950.00

For cars released from 11/01/04 Thru 11/30/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 12/04/04
Invoice Date: 12/04/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 617
Page: 1

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
1	NC	NS	451288	A	PULPBOARD	11/02/04	4:00	11/03/04	10:30	11/03/04	15:40	2	2	0	0	0
		TOTAL NO STATUS CHANGE									1 CARS	2	2	0	0	0
1	UNLD	NS	451092	A	PULPBOARD	11/23/04	3:05	11/30/04	14:25	11/30/04	18:10	8	6	2	0	0
2	UNLD	NS	451667	A	PULPBOARD	11/23/04	3:05	11/30/04	14:25	11/30/04	18:10	8	6	2	0	0
3	UNLD	NS	454217	A	PULPBOARD	11/23/04	3:05	11/30/04	14:25	11/30/04	18:10	8	6	2	0	0
4	UNLD	EEC	236	A	PULPBOARD	11/21/04	21:20	11/30/04	11:05	11/30/04	14:00	9	2	4	0	3
5	UNLD	SOU	550012	A	PULPBOARD	11/20/04	3:00	11/29/04	13:50	11/30/04	14:00	11	4	4	0	3
6	UNLD	SOU	550589	A	PULPBOARD	11/25/04	4:56	11/28/04	12:00	11/30/04	14:00	6	6	0	0	0
7	UNLD	ASAB	7046	B	WOODPULP	11/22/04	15:00	11/30/04	4:00	11/30/04	11:00	8	6	2	0	0
8	UNLD	ASAB	7374	A	WOODPULP	11/22/04	15:00	11/30/04	4:00	11/30/04	11:00	8	6	2	0	0
9	UNLD	NS	451383	A	PULPBOARD	11/21/04	21:20	11/30/04	4:00	11/30/04	11:00	9	2	4	0	3
10	UNLD	NS	451187	A	PULPBOARD	11/21/04	21:20	11/29/04	15:20	11/29/04	18:00	8	2	4	0	2
11	UNLD	NS	451357	A	PULPBOARD	11/21/04	21:20	11/29/04	15:20	11/29/04	18:00	8	2	4	0	2
12	UNLD	SOU	565457	A	PULPBOARD	11/21/04	21:20	11/29/04	15:20	11/29/04	18:00	8	2	4	0	2
13	UNLD	ASAB	7453	B	WOODPULP	11/20/04	3:00	11/29/04	13:50	11/29/04	15:20	10	4	4	0	2
14	UNLD	NS	451330	A	PULPBOARD	11/25/04	4:56	11/28/04	12:00	11/29/04	14:00	5	6	0	1	0
15	UNLD	SOU	18214	A	PULPBOARD	11/25/04	4:56	11/28/04	12:00	11/29/04	14:00	5	6	0	1	0
16	UNLD	ASAB	7125	A	WOODPULP	11/20/04	3:00	11/24/04	16:00	11/26/04	12:00	7	4	3	0	0
17	UNLD	ASAB	7417	A	WOODPULP	11/20/04	3:00	11/24/04	16:00	11/26/04	12:00	7	4	3	0	0
18	UNLD	MB	5270	B	WOODPULP	11/19/04	2:05	11/24/04	16:00	11/26/04	12:00	8	4	4	0	0
19	UNLD	ASAB	7095	A	WOODPULP	11/19/04	2:05	11/24/04	11:30	11/24/04	16:00	6	4	2	0	0
20	UNLD	ASAB	7306	A	WOODPULP	11/19/04	2:05	11/24/04	11:30	11/24/04	16:00	6	4	2	0	0
21	UNLD	ASAB	7364	A	WOODPULP	11/19/04	2:05	11/24/04	11:30	11/24/04	16:00	6	4	2	0	0
22	UNLD	NS	451136	A	PULPBOARD	11/21/04	21:20	11/23/04	19:30	11/24/04	11:15	3	2	1	0	0
23	UNLD	NS	451243	A	PULPBOARD	11/21/04	21:20	11/23/04	19:30	11/24/04	11:15	3	2	1	0	0
24	UNLD	ASAB	7067	B	WOODPULP	11/18/04	7:00	11/23/04	16:10	11/23/04	19:30	6	4	2	0	0
25	UNLD	ASAB	7311	B	WOODPULP	11/19/04	2:05	11/23/04	16:10	11/23/04	19:30	5	4	1	0	0
26	UNLD	ATW	195061	A	WOODPULP	11/19/04	2:05	11/23/04	16:10	11/23/04	19:30	5	4	1	0	0
27	UNLD	ASAB	7237	A	WOODPULP	11/18/04	7:00	11/23/04	10:20	11/23/04	15:00	6	4	2	0	0
28	UNLD	ASAB	7334	A	WOODPULP	11/18/04	7:00	11/23/04	10:20	11/23/04	15:00	6	4	2	0	0
29	UNLD	ASAB	7359	A	WOODPULP	11/18/04	7:00	11/23/04	10:20	11/23/04	15:00	6	4	2	0	0
30	UNLD	ATW	200022	A	WOODPULP	11/18/04	7:00	11/22/04	19:30	11/23/04	10:00	6	4	2	0	0
31	UNLD	BAYL	5016	A	WOODPULP	11/18/04	7:00	11/22/04	19:30	11/23/04	10:00	6	4	2	0	0
32	UNLD	HS	6431	A	WOODPULP	11/18/04	7:00	11/22/04	19:30	11/23/04	10:00	6	4	2	0	0
33	UNLD	ASAB	7216	A	WOODPULP	11/18/04	7:00	11/22/04	13:30	11/22/04	19:00	5	4	1	0	0
34	UNLD	ASAB	7426	A	WOODPULP	11/18/04	7:00	11/22/04	13:30	11/22/04	19:00	5	4	1	0	0
35	UNLD	MB	5114	B	WOODPULP	11/18/04	7:00	11/22/04	13:30	11/22/04	19:00	5	4	1	0	0

For cars released from 11/01/04 Thru 11/30/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR. Inc

Attn:

Run Date: 12/04/04
Invoice Date: 12/04/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 617

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
36	UNLD	ASAB	7059	B	WOODPULP	11/18/04	7:00	11/19/04	17:00	11/22/04	13:30	5	4	1	0	0
37	UNLD	ASAB	7425	A	WOODPULP	11/18/04	7:00	11/19/04	12:00	11/22/04	13:30	5	4	1	0	0
38	UNLD	MB	5210	B	WOODPULP	11/18/04	7:00	11/19/04	12:00	11/22/04	13:30	5	4	1	0	0
39	UNLD	ASAB	7463	A	WOODPULP	11/18/04	7:00	11/19/04	12:00	11/19/04	17:00	2	2	0	0	0
40	UNLD	ASAB	7030	B	WOODPULP	11/18/04	7:00	11/18/04	18:00	11/19/04	12:00	2	2	0	0	0
41	UNLD	ASAB	7042	B	WOODPULP	11/18/04	7:00	11/18/04	8:00	11/19/04	12:00	2	2	0	0	0
42	UNLD	ASAB	7285	B	WOODPULP	11/18/04	7:00	11/18/04	18:00	11/19/04	12:00	2	2	0	0	0
43	UNLD	ASAB	7207	A	WOODPULP	11/18/04	7:00	11/18/04	8:00	11/18/04	18:00	1	2	0	1	0
44	UNLD	ASAB	7462	A	WOODPULP	11/18/04	7:00	11/18/04	8:00	11/18/04	18:00	1	2	0	1	0
45	UNLD	EEC	209	A	PULPBOARD	11/15/04	11:15	11/16/04	14:45	11/17/04	17:00	2	2	0	0	0
46	UNLD	SOU	550614	A	PULPBOARD	11/15/04	11:15	11/17/04	9:45	11/17/04	17:00	2	2	0	0	0
47	UNLD	EEC	1139	A	PULPBOARD	11/15/04	11:15	11/17/04	9:45	11/17/04	12:00	2	2	0	0	0
48	UNLD	SOU	550535	A	PULPBOARD	11/15/04	11:15	11/17/04	9:45	11/17/04	12:00	2	2	0	0	0
49	UNLD	EEC	510	A	PULPBOARD	11/15/04	11:15	11/16/04	20:50	11/17/04	9:40	2	2	0	0	0
50	UNLD	EEC	3162	A	PULPBOARD	11/15/04	11:15	11/16/04	14:45	11/17/04	9:40	2	2	0	0	0
51	UNLD	SOU	550360	A	PULPBOARD	11/15/04	11:15	11/16/04	14:45	11/16/04	18:00	1	2	0	1	0
52	UNLD	SOU	550467	A	PULPBOARD	11/11/04	3:10	11/12/04	12:30	11/16/04	15:00	6	4	2	0	0
53	UNLD	ALM	1244	B	PULPBOARD	11/15/04	11:15	11/16/04	9:45	11/16/04	14:30	1	2	0	1	0
54	UNLD	EEC	3010	A	PULPBOARD	11/16/04	3:00	11/16/04	9:45	11/16/04	14:30	1	2	0	1	0
55	UNLD	NS	451311	A	PULPBOARD	11/15/04	11:15	11/16/04	9:45	11/16/04	14:30	1	2	0	1	0
56	UNLD	NS	451136	A	PULPBOARD	11/15/04	11:15	11/15/04	21:05	11/16/04	9:30	1	2	0	1	0
57	UNLD	NS	451243	A	PULPBOARD	11/15/04	11:15	11/15/04	21:05	11/16/04	9:30	1	2	0	1	0
58	UNLD	NS	451129	A	PULPBOARD	11/11/04	3:10	11/15/04	13:30	11/15/04	18:00	5	4	1	0	0
59	UNLD	NS	451108	A	PULPBOARD	11/13/04	4:00	11/15/04	12:00	11/15/04	13:00	3	4	0	1	0
60	UNLD	NS	451382	A	PULPBOARD	11/13/04	4:00	11/15/04	12:00	11/15/04	13:00	3	4	0	1	0
61	UNLD	SOU	550170	A	PULPBOARD	11/13/04	4:00	11/15/04	12:00	11/15/04	13:00	3	4	0	1	0
62	UNLD	NS	454330	A	PULPBOARD	11/13/04	4:00	11/15/04	9:15	11/15/04	12:00	3	4	0	1	0
63	UNLD	SOU	550128	A	PULPBOARD	11/13/04	4:00	11/15/04	9:15	11/15/04	12:00	3	4	0	1	0
64	UNLD	SOU	550266	A	PULPBOARD	11/13/04	4:00	11/15/04	9:15	11/15/04	12:00	3	4	0	1	0
65	UNLD	EEC	2648	A	PULPBOARD	11/11/04	3:10	11/12/04	18:00	11/15/04	9:00	5	4	1	0	0
66	UNLD	SOU	550012	A	PULPBOARD	11/11/04	3:10	11/12/04	18:00	11/15/04	9:00	5	4	1	0	0
67	UNLD	NS	463510	A	PULPBOARD	11/11/04	3:10	11/12/04	12:30	11/12/04	18:00	2	2	0	0	0
68	UNLD	SOU	550052	A	PULPBOARD	11/11/04	3:10	11/12/04	12:30	11/12/04	18:00	2	2	0	0	0
69	UNLD	EEC	495	A	PULPBOARD	11/11/04	3:10	11/11/04	14:30	11/12/04	12:30	2	2	0	0	0
70	UNLD	NS	451345	A	PULPBOARD	11/11/04	3:10	11/11/04	14:30	11/12/04	12:30	2	2	0	0	0
71	UNLD	NS	463456	A	PULPBOARD	11/11/04	3:10	11/11/04	14:30	11/12/04	12:30	2	2	0	0	0
72	UNLD	NS	451076	A	PULPBOARD	11/11/04	3:10	11/11/04	11:15	11/11/04	14:30	1	2	0	1	0
73	UNLD	NS	451336	A	PULPBOARD	11/11/04	3:10	11/11/04	11:15	11/11/04	14:30	1	2	0	1	0
74	UNLD	NS	451429	A	PULPBOARD	11/11/04	3:10	11/11/04	11:15	11/11/04	14:30	1	2	0	1	0
75	UNLD	NS	451178	A	PULPBOARD	11/09/04	4:00	11/10/04	14:50	11/11/04	9:30	3	2	1	0	0

For cars released from 11/01/04 Thru 11/30/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR. Inc

Attn:

Run Date: 12/04/04
Invoice Date: 12/04/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 617
Page: 2

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
36	UNLD	ASAB	7059	B	WOODPULP	11/18/04	7:00	11/19/04	17:00	11/22/04	13:30	5	4	1	0	0
37	UNLD	ASAB	7425	A	WOODPULP	11/18/04	7:00	11/19/04	12:00	11/22/04	13:30	5	4	1	0	0
38	UNLD	MB	5210	B	WOODPULP	11/18/04	7:00	11/19/04	12:00	11/22/04	13:30	5	4	1	0	0
39	UNLD	ASAB	7463	A	WOODPULP	11/18/04	7:00	11/19/04	12:00	11/19/04	17:00	2	2	0	0	0
40	UNLD	ASAB	7030	B	WOODPULP	11/18/04	7:00	11/18/04	18:00	11/19/04	12:00	2	2	0	0	0
41	UNLD	ASAB	7042	B	WOODPULP	11/18/04	7:00	11/18/04	8:00	11/19/04	12:00	2	2	0	0	0
42	UNLD	ASAB	7285	B	WOODPULP	11/18/04	7:00	11/18/04	18:00	11/19/04	12:00	2	2	0	0	0
43	UNLD	ASAB	7207	A	WOODPULP	11/18/04	7:00	11/18/04	8:00	11/18/04	18:00	1	2	0	1	0
44	UNLD	ASAB	7462	A	WOODPULP	11/18/04	7:00	11/18/04	8:00	11/18/04	18:00	1	2	0	1	0
45	UNLD	EEC	209	A	PULPBOARD	11/15/04	11:15	11/16/04	14:45	11/17/04	17:00	2	2	0	0	0
46	UNLD	SOU	550614	A	PULPBOARD	11/15/04	11:15	11/17/04	9:45	11/17/04	17:00	2	2	0	0	0
47	UNLD	EEC	1139	A	PULPBOARD	11/15/04	11:15	11/17/04	9:45	11/17/04	12:00	2	2	0	0	0
48	UNLD	SOU	550535	A	PULPBOARD	11/15/04	11:15	11/17/04	9:45	11/17/04	12:00	2	2	0	0	0
49	UNLD	EEC	510	A	PULPBOARD	11/15/04	11:15	11/16/04	20:50	11/17/04	9:40	2	2	0	0	0
50	UNLD	EEC	3162	A	PULPBOARD	11/15/04	11:15	11/16/04	14:45	11/17/04	9:40	2	2	0	0	0
51	UNLD	SOU	550360	A	PULPBOARD	11/15/04	11:15	11/16/04	14:45	11/16/04	18:00	1	2	0	1	0
52	UNLD	SOU	550467	A	PULPBOARD	11/11/04	3:10	11/12/04	12:30	11/16/04	15:00	6	4	2	0	0
53	UNLD	ALM	1244	B	PULPBOARD	11/15/04	11:15	11/16/04	9:45	11/16/04	14:30	1	2	0	1	0
54	UNLD	EEC	3010	A	PULPBOARD	11/16/04	3:00	11/16/04	9:45	11/16/04	14:30	1	2	0	1	0
55	UNLD	NS	451311	A	PULPBOARD	11/15/04	11:15	11/16/04	9:45	11/16/04	14:30	1	2	0	1	0
56	UNLD	NS	451136	A	PULPBOARD	11/15/04	11:15	11/15/04	21:05	11/16/04	9:30	1	2	0	1	0
57	UNLD	NS	451243	A	PULPBOARD	11/15/04	11:15	11/15/04	21:05	11/16/04	9:30	1	2	0	1	0
58	UNLD	NS	451129	A	PULPBOARD	11/11/04	3:10	11/15/04	13:30	11/15/04	18:00	5	4	1	0	0
59	UNLD	NS	451108	A	PULPBOARD	11/13/04	4:00	11/15/04	12:00	11/15/04	13:00	3	4	0	1	0
60	UNLD	NS	451382	A	PULPBOARD	11/13/04	4:00	11/15/04	12:00	11/15/04	13:00	3	4	0	1	0
61	UNLD	SOU	550170	A	PULPBOARD	11/13/04	4:00	11/15/04	12:00	11/15/04	13:00	3	4	0	1	0
62	UNLD	NS	454330	A	PULPBOARD	11/13/04	4:00	11/15/04	9:15	11/15/04	12:00	3	4	0	1	0
63	UNLD	SOU	550128	A	PULPBOARD	11/13/04	4:00	11/15/04	9:15	11/15/04	12:00	3	4	0	1	0
64	UNLD	SOU	550266	A	PULPBOARD	11/13/04	4:00	11/15/04	9:15	11/15/04	12:00	3	4	0	1	0
65	UNLD	EEC	2648	A	PULPBOARD	11/11/04	3:10	11/12/04	18:00	11/15/04	9:00	5	4	1	0	0
66	UNLD	SOU	550012	A	PULPBOARD	11/11/04	3:10	11/12/04	18:00	11/15/04	9:00	5	4	1	0	0
67	UNLD	NS	463510	A	PULPBOARD	11/11/04	3:10	11/12/04	12:30	11/12/04	18:00	2	2	0	0	0
68	UNLD	SOU	550052	A	PULPBOARD	11/11/04	3:10	11/12/04	12:30	11/12/04	18:00	2	2	0	0	0
69	UNLD	EEC	495	A	PULPBOARD	11/11/04	3:10	11/11/04	14:30	11/12/04	12:30	2	2	0	0	0
70	UNLD	NS	451345	A	PULPBOARD	11/11/04	3:10	11/11/04	14:30	11/12/04	12:30	2	2	0	0	0
71	UNLD	NS	463456	A	PULPBOARD	11/11/04	3:10	11/11/04	14:30	11/12/04	12:30	2	2	0	0	0
72	UNLD	NS	451076	A	PULPBOARD	11/11/04	3:10	11/11/04	11:15	11/11/04	14:30	1	2	0	1	0
73	UNLD	NS	451336	A	PULPBOARD	11/11/04	3:10	11/11/04	11:15	11/11/04	14:30	1	2	0	1	0
74	UNLD	NS	451429	A	PULPBOARD	11/11/04	3:10	11/11/04	11:15	11/11/04	14:30	1	2	0	1	0
75	UNLD	NS	451178	A	PULPBOARD	11/09/04	4:00	11/10/04	14:50	11/11/04	9:30	3	2	1	0	0

For cars released from 11/01/04 Thru 11/30/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 12/04/04
Invoice Date: 12/04/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 617
Page: 3

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
76	UNLD	SOU	550518	A	PULPBOARD	11/09/04	4:00	11/10/04	14:50	11/11/04	9:30	3	2	1	0	0
77	UNLD	NS	451181	A	PULPBOARD	11/09/04	4:00	11/10/04	14:50	11/10/04	17:00	2	2	0	0	0
78	UNLD	NS	451220	A	PULPBOARD	11/09/04	4:00	11/10/04	11:30	11/10/04	14:45	2	2	0	0	0
79	UNLD	NS	451365	A	PULPBOARD	11/09/04	4:00	11/10/04	11:30	11/10/04	14:45	2	2	0	0	0
80	UNLD	NS	454112	A	PULPBOARD	11/09/04	4:00	11/10/04	11:30	11/10/04	14:45	2	2	0	0	0
81	UNLD	NS	451221	A	PULPBOARD	11/09/04	4:00	11/10/04	9:30	11/10/04	11:30	2	2	0	0	0
82	UNLD	NS	454214	A	PULPBOARD	11/09/04	4:00	11/10/04	9:30	11/10/04	11:30	2	2	0	0	0
83	UNLD	NS	454284	A	PULPBOARD	11/09/04	4:00	11/10/04	9:30	11/10/04	11:30	2	2	0	0	0
84	UNLD	EEC	1209	A	PULPBOARD	11/09/04	4:00	11/09/04	14:30	11/10/04	9:30	2	2	0	0	0
85	UNLD	NS	451172	A	PULPBOARD	11/09/04	4:00	11/09/04	14:30	11/10/04	9:30	2	2	0	0	0
86	UNLD	NS	454303	A	PULPBOARD	11/09/04	4:00	11/09/04	18:30	11/10/04	9:30	2	2	0	0	0
87	UNLD	NS	451215	A	PULPBOARD	11/09/04	4:00	11/09/04	14:30	11/09/04	17:00	1	2	0	1	0
88	UNLD	NS	451055	A	PULPBOARD	11/09/04	4:00	11/09/04	10:30	11/09/04	14:30	1	2	0	1	0
89	UNLD	NS	451236	A	PULPBOARD	11/09/04	4:00	11/09/04	10:30	11/09/04	14:30	1	2	0	1	0
90	UNLD	NS	451396	A	PULPBOARD	11/09/04	4:00	11/09/04	10:30	11/09/04	14:30	1	2	0	1	0
91	UNLD	CSXT	125047	A	PULPBOARD	11/09/04	4:00	11/09/04	7:40	11/09/04	10:30	1	2	0	1	0
92	UNLD	EEC	994	A	PULPBOARD	11/09/04	4:00	11/09/04	7:40	11/09/04	10:30	1	2	0	1	0
93	UNLD	SOU	18010	A	PULPBOARD	11/09/04	4:00	11/09/04	7:40	11/09/04	10:30	1	2	0	1	0
94	UNLD	NS	451066	A	AL FRT RTE SHPM	11/06/04	5:00	11/06/04	14:00	11/08/04	10:00	3	4	0	1	0
95	UNLD	AGR	3207	A	PULPBOARD	11/03/04	4:30	11/04/04	18:00	11/05/04	18:00	3	2	1	0	0
96	UNLD	NS	451228	A	PULPBOARD	11/03/04	4:30	11/04/04	13:45	11/04/04	18:00	2	2	0	0	0
97	UNLD	NS	454294	A	PULPBOARD	11/03/04	4:30	11/04/04	13:45	11/04/04	18:00	2	2	0	0	0
98	UNLD	SOU	550930	A	PULPBOARD	11/03/04	4:30	11/04/04	13:45	11/04/04	18:00	2	2	0	0	0
99	UNLD	NS	451122	A	PULPBOARD	11/03/04	4:30	11/03/04	23:40	11/04/04	10:00	2	2	0	0	0
100	UNLD	SOU	550549	A	PULPBOARD	11/03/04	4:30	11/03/04	23:40	11/04/04	10:00	2	2	0	0	0
101	UNLD	SOU	550897	A	PULPBOARD	11/03/04	4:30	11/03/04	15:40	11/04/04	10:00	2	2	0	0	0
102	UNLD	NS	451178	A	PULPBOARD	11/03/04	4:30	11/03/04	15:40	11/03/04	18:00	1	2	0	1	0
103	UNLD	NS	451220	A	PULPBOARD	11/03/04	4:30	11/03/04	15:40	11/03/04	18:00	1	2	0	1	0
104	UNLD	NS	451365	A	PULPBOARD	11/02/04	4:00	11/03/04	10:30	11/03/04	14:30	2	2	0	0	0
105	UNLD	NS	454112	A	PULPBOARD	11/02/04	4:00	11/03/04	10:30	11/03/04	14:30	2	2	0	0	0
106	UNLD	NS	451172	A	PULPBOARD	11/02/04	4:00	11/02/04	14:30	11/03/04	10:30	2	2	0	0	0
107	UNLD	NS	454303	A	PULPBOARD	11/02/04	4:00	11/02/04	14:30	11/03/04	10:30	2	2	0	0	0
108	UNLD	SOU	18010	A	PULPBOARD	11/02/04	4:00	11/02/04	14:30	11/03/04	10:30	2	2	0	0	0
109	UNLD	CSXT	125047	A	PULPBOARD	10/30/04	5:00	11/01/04	21:00	11/02/04	14:00	4	4	0	0	0
110	UNLD	EEC	994	A	PULPBOARD	10/30/04	5:00	11/01/04	21:00	11/02/04	14:00	4	4	0	0	0
111	UNLD	NS	451215	A	PULPBOARD	10/30/04	5:00	11/01/04	21:00	11/02/04	14:00	4	4	0	0	0
112	UNLD	NS	454132	A	PULPBOARD	10/30/04	5:00	11/01/04	14:55	11/01/04	18:00	3	4	0	1	0
113	UNLD	NS	454289	A	PULPBOARD	10/30/04	5:00	11/01/04	14:55	11/01/04	18:00	3	4	0	1	0
114	UNLD	SOU	550492	A	PULPBOARD	10/30/04	5:00	11/01/04	14:55	11/01/04	18:00	3	4	0	1	0
115	UNLD	NS	451311	A	PULPBOARD	10/30/04	5:00	11/01/04	10:41	11/01/04	14:40	3	4	0	1	0

For cars released from 11/01/04 Thru 11/30/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 12/04/04
Invoice Date: 12/04/04
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 617
Page: 4

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
116	UNLD	NS	451382	A	PULPBOARD	10/30/04	5:00	11/01/04	10:41	11/01/04	14:40	3	4	0	1	0
117	UNLD	NS	451355	A	PULPBOARD	10/29/04	3:00	10/29/04	18:00	11/01/04	10:00	4	4	0	0	0
118	UNLD	SOU	550748	A	PULPBOARD	10/29/04	3:00	10/29/04	18:00	11/01/04	10:00	4	4	0	0	0
119	UNLD	SP	230005	A	PULPBOARD	10/29/04	3:00	10/29/04	18:00	11/01/04	10:00	4	4	0	0	0
		TOTAL UNLOADING								119 CARS		429	360	86	34	17
		TOTAL FOR CAPITAL CARGO								120 CARS		431	362	86	34	17

Number of Cars	120
Total Canc Debits	86
Total Nonc Debits	17
Total Credits	34
Total Chargeable Debits . . .	69

------- Chargeable Debits ---------

52 DEBITS AT	20.00	1,040.00
14 DEBITS AT	30.00	420.00
3 DEBITS AT	60.00	180.00
Total Amount Due		1,640.00

Savannah Port Terminal RR, Inc
Invoice Number 338
Miscellaneous Charge Settlement Statement

Billing Date 12/04/04

TO: CAPITAL CARGO
GARDEN CITY TERMINAL
(FORMERLY COMMERCIAL SERVICES)

Remit To: Savannah Port Terminal RR, Inc

Date: 12/04/04 AT: 1000 SAPT RAILROAD

MTY ORDERED OUT NOT LD

LN	R C	Car	L E	Event Date	Commodty	--Rate/Qual--		Weight	Bill Amount	Adj Cd	Adj Pct
1		GVSR 763107	E	11/29/04	SCRAP PA	79.0000	PC	0	79.00		
2		GVSR 764378	E	11/29/04	SCRAP PA	79.0000	PC	0	79.00		

Total: MTY ORDERED OUT NOT LD 2 Charges 158.00

Total: SAPT RAILROAD 2 Charges 158.00

Approved by: _____

Total: CAPITAL CARGO 2 Charges 158.00
TOTAL 158.00

For cars released from 12/01/04 Thru 12/31/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR. Inc

Attn:

Run Date: 1/02/05
Invoice Date: 1/02/05
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 641
Page: 1

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
1	UNLD	EEC	401	A	PULPBOARD	12/27/04	10:00	12/28/04	4:45	12/28/04	18:00	1	2	0	1	0
2	UNLD	NS	45137B	A	PULPBOARD	12/27/04	10:00	12/28/04	15:30	12/28/04	18:00	1	2	0	1	0
3	UNLD	EEC	1150	A	PULPBOARD	12/27/04	10:00	12/28/04	4:45	12/28/04	11:00	1	2	0	1	0
4	UNLD	NS	451333	A	PULPBOARD	12/27/04	10:00	12/28/04	4:45	12/28/04	11:00	1	2	0	1	0
5	UNLD	SOU	550052	A	PULPBOARD	12/27/04	10:00	12/28/04	8:00	12/28/04	11:00	1	2	0	1	0
6	UNLD	SOU	550510	A	PULPBOARD	12/18/04	9:00	12/20/04	12:00	12/22/04	10:00	4	3	1	0	0
7	UNLD	SOU	550502	A	PULPBOARD	12/21/04	2:00	12/21/04	10:00	12/21/04	10:01	1	2	0	1	0
8	UNLD	SOU	550942	A	PULPBOARD	12/18/04	9:00	12/20/04	12:00	12/21/04	10:01	3	3	0	0	0
9	UNLD	SOU	18128	A	PULPBOARD	12/14/04	2:00	12/14/04	15:45	12/15/04	12:30	2	2	0	0	0
10	UNLD	NS	451066	A	PULPBOARD	12/14/04	2:00	12/14/04	12:00	12/14/04	15:00	1	2	0	1	0
11	UNLD	NS	451197	A	PULPBOARD	12/11/04	1:30	12/13/04	12:15	12/13/04	16:00	3	4	0	1	0
12	UNLD	NS	454183	A	PULPBOARD	12/11/04	1:30	12/13/04	12:15	12/13/04	16:00	3	4	0	1	0
13	UNLD	SOU	550173	A	PULPBOARD	12/11/04	21:00	12/13/04	12:15	12/13/04	16:00	2	3	0	1	0
14	UNLD	SOU	18077	A	PULPBOARD	12/10/04	3:30	12/13/04	11:00	12/13/04	12:15	4	4	0	0	0
15	UNLD	NS	450754	A	PULPBOARD	12/10/04	3:30	12/10/04	18:00	12/13/04	10:00	4	4	0	0	0
16	UNLD	NS	451123	A	PULPBOARD	12/10/04	3:30	12/10/04	18:00	12/13/04	10:00	4	4	0	0	0
17	UNLD	SOU	18046	A	PULPBOARD	12/10/04	3:30	12/10/04	18:00	12/13/04	10:00	4	4	0	0	0
18	UNLD	NS	454366	A	PULPBOARD	12/10/04	3:30	12/10/04	15:00	12/10/04	18:00	1	2	0	1	0
19	UNLD	SOU	550502	A	PULPBOARD	12/09/04	3:25	12/10/04	15:00	12/10/04	18:00	2	2	0	0	0
20	UNLD	SOU	550510	A	PULPBOARD	12/10/04	3:30	12/10/04	15:00	12/10/04	18:00	1	2	0	1	0
21	UNLD	CSXT	138604	A	PULPBOARD	12/10/04	3:30	12/10/04	10:00	12/10/04	14:30	1	2	0	1	0
22	UNLD	EEC	248	A	PULPBOARD	12/10/04	3:30	12/10/04	10:00	12/10/04	14:30	1	2	0	1	0
23	UNLD	EEC	3165	A	PULPBOARD	12/10/04	3:30	12/10/04	10:00	12/10/04	14:30	1	2	0	1	0
24	UNLD	BNSF	724646	A	PULPBOARD	12/09/04	3:25	12/09/04	19:50	12/10/04	10:00	2	2	0	0	0
25	UNLD	NS	451092	A	PULPBOARD	12/09/04	3:25	12/09/04	19:50	12/10/04	10:00	2	2	0	0	0
26	UNLD	SOU	550748	A	PULPBOARD	12/09/04	3:25	12/09/04	19:50	12/10/04	10:00	2	2	0	0	0
27	UNLD	EEC	607	A	PULPBOARD	12/09/04	3:25	12/09/04	17:00	12/09/04	19:00	1	2	0	1	0
28	UNLD	NS	451343	A	PULPBOARD	12/09/04	3:25	12/09/04	17:00	12/09/04	19:00	1	2	0	1	0
29	UNLD	NS	451398	A	PULPBOARD	12/09/04	3:25	12/09/04	17:00	12/09/04	19:00	1	2	0	1	0
30	UNLD	EEC	983	A	PULPBOARD	12/09/04	3:25	12/09/04	11:55	12/09/04	15:25	1	2	0	1	0
31	UNLD	NS	451364	A	PULPBOARD	12/09/04	3:25	12/09/04	11:55	12/09/04	15:25	1	2	0	1	0
32	UNLD	SP	230131	A	PULPBOARD	12/09/04	3:25	12/09/04	11:55	12/09/04	15:25	1	2	0	1	0
33	UNLD	EEC	2622	A	PULPBOARD	12/09/04	3:25	12/09/04	8:00	12/09/04	11:55	1	2	0	1	0
34	UNLD	NS	451071	A	PULPBOARD	12/09/04	3:25	12/09/04	8:00	12/09/04	11:55	1	2	0	1	0
35	UNLD	NS	451243	A	PULPBOARD	12/09/04	3:25	12/09/04	8:00	12/09/04	11:55	1	2	0	1	0
36	UNLD	SOU	550161	A	PULPBOARD	12/08/04	5:00	12/08/04	12:00	12/08/04	15:30	1	2	0	1	0
37	UNLD	SOU	550431	A	PULPBOARD	12/08/04	5:00	12/08/04	12:00	12/08/04	15:30	1	2	0	1	0
38	UNLD	SOU	550892	A	PULPBOARD	12/08/04	5:00	12/08/04	12:00	12/08/04	15:30	1	2	0	1	0
39	UNLD	NS	451378	A	PULPBOARD	12/08/04	5:00	12/08/04	5:30	12/08/04	12:00	1	2	0	1	0
40	UNLD	NS	454408	A	PULPBOARD	12/08/04	5:00	12/08/04	5:30	12/08/04	12:00	1	2	0	1	0

For cars released from 12/01/04 Thru 12/31/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 1/02/05
Invoice Date: 1/02/05
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 641
Page: 2

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
41	UNLD	SOU	550868	A	PULPBOARD	12/08/04	5:00	12/08/04	5:30	12/08/04	12:00	1	2	0	1	0
42	UNLD	NS	454211	A	PULPBOARD	12/07/04	4:00	12/07/04	13:00	12/07/04	16:00	1	2	0	1	0
43	UNLD	NS	454217	A	PULPBOARD	12/07/04	4:00	12/07/04	13:00	12/07/04	16:00	1	2	0	1	0
44	UNLD	NS	454294	A	PULPBOARD			12/07/04	3:15	12/07/04	13:00	1	2	0	1	0
45	UNLD	SOU	18214	A	PULPBOARD			12/07/04	3:15	12/07/04	13:00	1	2	0	1	0
46	UNLD	NS	451066	A	PULPBOARD	11/25/04	4:56	12/02/04	15:30	12/06/04	14:00	12	6	4	0	2
47	UNLD	EEC	3043	A	PULPBOARD			12/03/04	16:15	12/03/04	19:00	0	0	0	1	0
48	UNLD	KCS	60208	A	PULPBOARD	11/28/04	17:00	12/03/04	16:10	12/03/04	19:00	5	2	3	0	0
49	UNLD	NS	451404	A	PULPBOARD	11/28/04	17:00	12/03/04	16:10	12/03/04	19:00	5	2	3	0	0
50	UNLD	EEC	495	A	PULPBOARD	11/30/04	4:00	12/03/04	12:00	12/03/04	16:05	4	2	2	0	0
51	UNLD	NS	451301	A	PULPBOARD	11/25/04	4:56	12/03/04	12:00	12/03/04	16:05	9	6	3	0	0
52	UNLD	TR	400129	B	PULPBOARD	11/30/04	4:00	12/03/04	12:00	12/03/04	16:05	4	2	2	0	0
53	UNLD	EEC	3162	A	PULPBOARD	11/30/04	4:00	12/03/04	9:15	12/03/04	12:00	4	2	2	0	0
54	UNLD	NS	451149	A	PULPBOARD	11/30/04	4:00	12/03/04	9:15	12/03/04	12:00	4	2	2	0	0
55	UNLD	SOU	550210	A	PULPBOARD	11/25/04	4:56	12/03/04	9:15	12/03/04	12:00	9	6	3	0	0
56	UNLD	NS	451118	A	PULPBOARD	11/23/04	3:05	12/02/04	22:05	12/03/04	9:15	11	6	4	0	1
57	UNLD	NS	451225	A	PULPBOARD	11/23/04	3:05	12/02/04	22:05	12/03/04	9:15	11	6	4	0	1
58	UNLD	NS	451397	A	PULPBOARD	11/25/04	4:56	12/02/04	15:30	12/02/04	18:00	8	6	2	0	0
59	UNLD	NS	454286	A	PULPBOARD	11/25/04	4:56	12/02/04	15:30	12/02/04	18:00	8	6	2	0	0
60	UNLD	EEC	413	A	PULPBOARD	11/25/04	4:56	12/02/04	12:00	12/02/04	15:25	8	6	2	0	0
61	UNLD	NS	451197	A	PULPBOARD	11/25/04	4:56	12/02/04	12:00	12/02/04	15:25	8	6	2	0	0
62	UNLD	NS	454183	A	PULPBOARD	11/25/04	4:56	12/02/04	12:00	12/02/04	15:25	8	6	2	0	0
63	UNLD	EEC	2979	A	PULPBOARD	11/25/04	4:56	12/02/04	10:00	12/02/04	12:00	8	6	2	0	0
64	UNLD	SOU	550138	A	PULPBOARD	11/25/04	4:56	12/02/04	10:00	12/02/04	12:00	8	6	2	0	0
65	UNLD	SOU	550498	A	PULPBOARD	11/25/04	4:56	12/02/04	10:00	12/02/04	12:00	8	6	2	0	0
66	UNLD	EEC	1232	A	PULPBOARD	11/23/04	3:05	12/01/04	20:20	12/02/04	10:00	10	6	4	0	0
67	UNLD	NS	451144	A	PULPBOARD	11/23/04	3:05	12/01/04	20:20	12/02/04	10:00	10	6	4	0	0
68	UNLD	SOU	550173	A	PULPBOARD	11/23/04	3:05	12/01/04	20:20	12/02/04	10:00	10	6	4	0	0
69	UNLD	CSXT	142652	A	PULPBOARD	11/23/04	3:05	12/01/04	15:00	12/01/04	18:00	9	6	3	0	0
70	UNLD	EEC	468	A	PULPBOARD	11/23/04	3:05	12/01/04	15:00	12/01/04	18:00	9	6	3	0	0
71	UNLD	NS	453462	A	PULPBOARD	11/23/04	3:05	12/01/04	15:00	12/01/04	18:00	9	6	3	0	0
72	UNLD	NS	451108	A	PULPBOARD	11/20/04	3:00	11/29/04	13:50	12/01/04	15:00	12	4	4	0	4
73	UNLD	NS	454207	A	PULPBOARD	11/23/04	3:05	12/01/04	12:00	12/01/04	15:00	9	6	3	0	0
74	UNLD	SOU	550535	A	PULPBOARD	11/23/04	3:05	12/01/04	12:00	12/01/04	15:00	9	6	3	0	0
75	UNLD	NS	450694	A	PULPBOARD	11/23/04	3:05	12/01/04	10:00	12/01/04	12:00	9	6	3	0	0
76	UNLD	NS	451003	A	PULPBOARD	11/23/04	3:05	12/01/04	10:00	12/01/04	12:00	9	6	3	0	0
77	UNLD	NS	451368	A	PULPBOARD	11/23/04	3:05	12/01/04	10:00	12/01/04	12:00	9	6	3	0	0
78	UNLD	EEC	1188	A	PULPBOARD	11/23/04	3:05	11/30/04	19:55	12/01/04	10:00	9	6	3	0	0
79	UNLD	NS	451378	A	PULPBOARD	11/23/04	3:05	11/30/04	19:55	12/01/04	10:00	9	6	3	0	0
80	UNLD	NS	454211	A	PULPBOARD	11/23/04	3:05	11/30/04	19:55	12/01/04	10:00	9	6	3	0	0
		TOTAL UNLOADING									80 CARS	355	283	98	35	8

For cars released from 12/01/04 Thru 12/31/04

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 1/02/05
Invoice Date: 1/02/05

Demurrage Agreement: AVGUNLOAD

Invoice # 641

TOTAL FOR CAPITAL CARGO	80 CARS	355	283	98	35	8

Number of Cars	80
Total Canc Debits	98
Total Nonc Debits	8
Total Credits	35
Total Chargeable Debits . . .	71

------- Chargeable Debits ---------

63 DEBITS AT	20.00	1,260.00
6 DEBITS AT	30.00	180.00
2 DEBITS AT	60.00	120.00
Total Amount Due		1,560.00

For cars released from 1/01/05 Thru 1/31/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 2/02/05
Invoice Date: 2/02/05
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGLOAD

Invoice # 660
Page: 1

Seq	Held For	Car	Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
1	LOAD	GVSR 774220	A	BOARDS,SAWDUST	12/31/04	12:00	1/04/05	15:30	1/04/05	21:25	4	3	1	0	0
		TOTAL LOADING								1 CARS	4	3	1	0	0
		TOTAL FOR CAPITAL CARGO								1 CARS	4	3	1	0	0

Number of Cars	1
Total Canc Debits	1
Total Nonc Debits	0
Total Credits	0
Total Chargeable Debits . . .	1

------- Chargeable Debits ---------

1 DEBITS AT 20.00	20.00
Total Amount Due	20.00

For cars released from 1/01/05 Thru 1/31/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 2/02/05
Invoice Date: 2/02/05
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 661
Page: 1

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
1	UNLD	SOU	550623	A	PULPBOARD	1/22/05	18:15	1/31/05	15:00	1/31/05	17:15	9	3	4	0	2
2	UNLD	SOU	565420	A	PULPBOARD	1/22/05	18:15	1/31/05	15:00	1/31/05	17:15	9	3	4	0	2
3	UNLD	EEC	273	A	PULPBOARD	1/22/05	4:00	1/27/05	16:45	1/31/05	14:45	10	4	4	0	2
4	UNLD	SOU	550431	A	PULPBOARD	1/22/05	4:00	1/27/05	16:45	1/31/05	14:45	10	4	4	0	2
5	UNLD	SOU	550724	A	PULPBOARD	1/22/05	4:00	1/27/05	16:45	1/27/05	20:35	6	4	2	0	0
6	UNLD	NS	451243	A	PULPBOARD	1/19/05	2:00	1/27/05	10:15	1/27/05	16:30	9	2	4	0	3
7	UNLD	NS	451252	A	PULPBOARD	1/22/05	4:00	1/27/05	10:15	1/27/05	16:30	6	4	2	0	0
8	UNLD	SOU	18046	A	PULPBOARD	1/19/05	2:00	1/27/05	10:15	1/27/05	16:30	9	2	4	0	3
9	UNLD	CIRR	2099	A	PULPBOARD	1/22/05	4:00	1/26/05	21:30	1/27/05	10:15	6	4	2	0	0
10	UNLD	NS	450681	A	PULPBOARD	1/22/05	4:00	1/26/05	21:30	1/27/05	10:15	6	4	2	0	0
11	UNLD	NS	451178	A	PULPBOARD	1/22/05	4:00	1/26/05	21:30	1/27/05	10:15	6	4	2	0	0
12	UNLD	NS	451149	A	PULPBOARD	1/22/05	4:00	1/25/05	15:40	1/25/05	17:30	4	4	0	0	0
13	UNLD	SOU	18214	A	PULPBOARD	1/19/05	2:00	1/25/05	15:40	1/25/05	17:30	7	2	4	0	1
14	UNLD	AGR	5740	B	PULPBOARD	1/19/05	2:00	1/24/05	21:00	1/25/05	15:30	7	2	4	0	1
15	UNLD	EEC	1283	A	PULPBOARD	1/22/05	4:00	1/25/05	11:31	1/25/05	15:30	4	4	0	0	0
16	UNLD	NS	451286	A	PULPBOARD	1/22/05	4:00	1/25/05	11:31	1/25/05	15:30	4	4	0	0	0
17	UNLD	NS	454128	A	PULPBOARD	1/19/05	2:00	1/24/05	16:50	1/25/05	15:30	7	2	4	0	1
18	UNLD	NS	454156	A	PULPBOARD	1/19/05	2:00	1/24/05	21:00	1/25/05	15:30	7	2	4	0	1
19	UNLD	SOU	550577	A	PULPBOARD	1/22/05	4:00	1/25/05	11:31	1/25/05	15:30	4	4	0	0	0
20	UNLD	AGR	5748	B	PULPBOARD	1/19/05	2:00	1/24/05	18:00	1/24/05	19:00	6	2	4	0	0
21	UNLD	SOU	550012	A	PULPBOARD	1/19/05	2:00	1/24/05	18:00	1/24/05	19:00	6	2	4	0	0
22	UNLD	AGR	1399	A	PULPBOARD	1/19/05	2:00	1/24/05	16:50	1/24/05	18:00	6	2	4	0	0
23	UNLD	CSXT	124100	A	PULPBOARD	1/19/05	2:00	1/24/05	16:50	1/24/05	18:00	6	2	4	0	0
24	UNLD	EEC	1192	A	PULPBOARD	1/19/05	2:00	1/24/05	10:00	1/24/05	15:30	6	2	4	0	0
25	UNLD	NS	451071	A	PULPBOARD	1/20/05	4:00	1/24/05	10:00	1/24/05	15:30	5	4	1	0	0
26	UNLD	NS	451187	A	PULPBOARD	1/20/05	4:00	1/24/05	10:00	1/24/05	15:30	5	4	1	0	0
27	UNLD	EEC	1195	A	PULPBOARD	1/20/05	4:00	1/21/05	19:00	1/24/05	9:30	5	4	1	0	0
28	UNLD	RBOX	38518	B	PULPBOARD	1/20/05	4:00	1/21/05	19:00	1/24/05	9:30	5	4	1	0	0
29	UNLD	EEC	801	A	PULPBOARD	1/19/05	2:00	1/20/05	23:00	1/21/05	15:00	3	2	1	0	0
30	UNLD	NS	451088	A	PULPBOARD	1/19/05	2:00	1/20/05	23:00	1/21/05	15:00	3	2	1	0	0
31	UNLD	NS	451287	A	PULPBOARD	1/19/05	2:00	1/20/05	17:00	1/20/05	23:00	2	2	0	0	0
32	UNLD	NS	454269	A	PULPBOARD	1/19/05	2:00	1/20/05	17:00	1/20/05	23:00	2	2	0	0	0
33	UNLD	TR	400156	B	PULPBOARD	1/19/05	2:00	1/20/05	17:00	1/20/05	23:00	2	2	0	0	0
34	UNLD	AGR	1068	A	PULPBOARD	1/19/05	2:00	1/19/05	18:31	1/20/05	17:00	2	2	0	0	0
35	UNLD	AGR	6725	A	PULPBOARD	1/19/05	2:00	1/19/05	18:31	1/20/05	17:00	2	2	0	0	0
36	UNLD	SRN	5055	A	PULPBOARD	1/19/05	2:00	1/19/05	18:31	1/20/05	17:00	2	2	0	0	0
37	UNLD	NS	451365	A	PULPBOARD	1/19/05	2:00	1/19/05	12:05	1/19/05	17:00	1	2	0	1	0
38	UNLD	NS	453496	A	PULPBOARD	1/19/05	2:00	1/19/05	12:05	1/19/05	17:00	1	2	0	1	0
39	UNLD	SSW	66325	A	PULPBOARD	1/19/05	2:00	1/19/05	12:05	1/19/05	17:00	1	2	0	1	0
40	UNLD	AGR	231	A	PULPBOARD	1/19/05	2:00	1/19/05	7:15	1/19/05	12:00	1	2	0	1	0

For cars released from 1/01/05 Thru 1/31/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR. Inc

Attn:

Run Date: 2/02/05
Invoice Date: 2/02/05
Station: I000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 661
Page: 2

Seq	Held For	Car	Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
41	UNLD	EEC 2668	B	PULPBOARD	1/19/05	2:00	1/19/05	7:15	1/19/05	12:00	1	2	0	1	0
42	UNLD	NS 451314	A	PULPBOARD	1/19/05	2:00	1/19/05	7:15	1/19/05	12:00	1	2	0	1	0
43	UNLD	CSXT 507771	A	PULPBOARD	1/18/05	7:00	1/19/05	6:00	1/19/05	9:00	2	2	0	0	0
44	UNLD	ASAB 7076	A	PULPBOARD	1/17/05	11:00	1/18/05	15:10	1/18/05	17:30	1	2	0	1	0
45	UNLD	ASAB 7140	A	PULPBOARD	1/17/05	11:00	1/18/05	15:10	1/18/05	17:30	1	2	0	1	0
46	UNLD	ASAB 7397	B	PULPBOARD	1/17/05	11:00	1/18/05	11:05	1/18/05	15:00	1	2	0	1	0
47	UNLD	NS 451142	A	PULPBOARD	1/17/05	11:00	1/18/05	11:05	1/18/05	15:00	1	2	0	1	0
48	UNLD	SLC 1003	A	PULPBOARD	1/17/05	11:00	1/18/05	11:05	1/18/05	15:00	1	2	0	1	0
49	UNLD	CSXT 164152	A	PULPBOARD	1/17/05	11:00	1/17/05	17:15	1/18/05	11:00	1	2	0	1	0
50	UNLD	NS 454262	A	PULPBOARD	1/17/05	11:00	1/17/05	17:15	1/18/05	11:00	1	2	0	1	0
51	UNLD	SLR 245	B	PULPBOARD	1/17/05	11:00	1/17/05	17:15	1/18/05	11:00	1	2	0	1	0
52	UNLD	AGR 222	A	PULPBOARD	1/16/05	7:15	1/17/05	10:30	1/17/05	16:00	1	2	0	1	0
53	UNLD	ATW 113416	A	PULPBOARD	1/16/05	7:15	1/17/05	10:30	1/17/05	16:00	1	2	0	1	0
54	UNLD	AGR 270	A	PULPBOARD	1/16/05	7:15	1/17/05	1:00	1/17/05	10:30	1	2	0	1	0
55	UNLD	ASAB 7467	A	PULPBOARD	1/16/05	7:15	1/17/05	1:00	1/17/05	10:30	1	2	0	1	0
56	UNLD	NS 451300	A	PULPBOARD	1/16/05	7:15	1/17/05	1:00	1/17/05	10:30	1	2	0	1	0
57	UNLD	NS 451029	A	PULPBOARD	1/14/05	4:30	1/14/05	8:45	1/14/05	17:00	1	2	0	1	0
58	UNLD	NS 463778	A	PULPBOARD	1/14/05	4:30	1/14/05	8:45	1/14/05	17:00	1	2	0	1	0
59	UNLD	NS 454118	A	PULPBOARD	1/09/05	23:40	1/13/05	15:10	1/13/05	17:00	4	2	2	0	0
60	UNLD	NS 451301	A	PULPBOARD	1/11/05	7:00	1/13/05	11:45	1/13/05	15:05	3	2	1	0	0
61	UNLD	NS 463941	A	PULPBOARD	1/09/05	23:40	1/13/05	11:45	1/13/05	15:05	4	2	2	0	0
62	UNLD	RBOX 31417	B	PULPBOARD	1/06/05	10:00	1/13/05	11:45	1/13/05	15:05	7	4	3	0	0
63	UNLD	EEC 1029	A	PULPBOARD	1/11/05	7:00	1/12/05	18:30	1/13/05	11:00	3	2	1	0	0
64	UNLD	NS 451197	A	PULPBOARD	1/11/05	7:00	1/12/05	18:30	1/13/05	11:00	3	2	1	0	0
65	UNLD	NW 603578	A	PULPBOARD	1/11/05	7:00	1/12/05	17:00	1/13/05	11:00	3	2	1	0	0
66	UNLD	ALM 5742	A	PULPBOARD	1/11/05	7:00	1/12/05	17:00	1/12/05	18:30	2	2	0	0	0
67	UNLD	SOU 565390	A	PULPBOARD	1/11/05	7:00	1/12/05	17:00	1/12/05	18:30	2	2	0	0	0
68	UNLD	CSXT 507248	A	PULPBOARD	1/07/05	9:15	1/12/05	10:30	1/12/05	16:50	5	4	1	0	0
69	UNLD	EEC 2483	A	PULPBOARD	1/07/05	9:15	1/12/05	10:30	1/12/05	16:50	5	4	1	0	0
70	UNLD	RBOX 31586	B	PULPBOARD	1/07/05	9:15	1/12/05	10:30	1/12/05	16:50	5	4	1	0	0
71	UNLD	NS 451178	A	PULPBOARD	1/06/05	3:00	1/11/05	17:20	1/12/05	10:30	7	4	3	0	0
72	UNLD	NS 463838	A	PULPBOARD	1/06/05	3:00	1/11/05	17:20	1/12/05	10:30	7	4	3	0	0
73	UNLD	CSXT 136333	A	PULPBOARD	1/07/05	9:15	1/11/05	12:10	1/11/05	17:00	4	4	0	0	0
74	UNLD	CSXT 139413	A	PULPBOARD	1/07/05	9:15	1/11/05	12:10	1/11/05	17:00	4	4	0	0	0
75	UNLD	NS 463528	A	PULPBOARD	1/06/05	3:00	1/11/05	12:10	1/11/05	17:00	6	4	2	0	0
76	UNLD	RBOX 20470	B	PULPBOARD	1/07/05	9:15	1/10/05	20:40	1/11/05	12:00	4	4	0	0	0
77	UNLD	RBOX 41342	B	PULPBOARD	1/07/05	9:15	1/10/05	20:40	1/11/05	12:00	4	4	0	0	0
78	UNLD	SOU 565418	A	PULPBOARD	1/06/05	3:00	1/10/05	16:10	1/11/05	12:00	6	4	2	0	0
79	UNLD	NS 463790	A	PULPBOARD	1/06/05	3:00	1/10/05	16:10	1/10/05	18:00	5	4	1	0	0
80	UNLD	NS 463909	A	PULPBOARD	1/05/05	4:00	1/10/05	16:10	1/10/05	18:00	6	2	4	0	0

For cars released from 1/01/05 Thru 1/31/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 2/02/05
Invoice Date: 2/02/05
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 661
Page: 3

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
81	UNLD	NS	406404	A	PULPBOARD	1/04/05	7:00	1/10/05	10:30	1/10/05	16:15	7	2	4	0	1
82	UNLD	NS	463801	A	PULPBOARD	1/05/05	4:00	1/10/05	10:30	1/10/05	16:15	6	2	4	0	0
83	UNLD	NS	463957	A	PULPBOARD	1/06/05	3:00	1/10/05	10:30	1/10/05	16:15	5	4	1	0	0
84	UNLD	NS	451252	A	PULPBOARD	1/05/05	4:00	1/07/05	14:30	1/10/05	10:30	6	2	4	0	0
85	UNLD	NS	463432	A	PULPBOARD	1/05/05	4:00	1/07/05	21:40	1/10/05	10:30	6	2	4	0	0
86	UNLD	NS	463435	A	PULPBOARD	1/05/05	4:00	1/07/05	21:40	1/10/05	10:30	6	2	4	0	0
87	UNLD	NS	463419	A	PULPBOARD	1/05/05	4:00	1/07/05	14:30	1/07/05	18:00	3	2	1	0	0
88	UNLD	NS	463948	A	PULPBOARD	1/05/05	4:00	1/07/05	14:30	1/07/05	18:00	3	2	1	0	0
89	UNLD	NS	464183	A	PULPBOARD	1/05/05	4:00	1/07/05	10:45	1/07/05	14:30	3	2	1	0	0
90	UNLD	NS	467102	A	PULPBOARD	1/05/05	4:00	1/07/05	10:45	1/07/05	14:30	3	2	1	0	0
91	UNLD	NS	467106	A	PULPBOARD	1/05/05	4:00	1/07/05	10:45	1/07/05	14:30	3	2	1	0	0
92	UNLD	NS	402363	A	PULPBOARD	1/05/05	7:00	1/06/05	17:10	1/07/05	10:45	3	2	1	0	0
93	UNLD	RBOX	33673	B	PULPBOARD	1/05/05	7:00	1/06/05	17:10	1/07/05	10:45	3	2	1	0	0
94	UNLD	SOU	531077	A	PULPBOARD	1/05/05	7:00	1/06/05	17:10	1/07/05	10:45	3	2	1	0	0
95	UNLD	RBOX	34314	B	PULPBOARD	1/05/05	7:00	1/06/05	13:00	1/06/05	15:30	2	2	0	0	0
96	UNLD	RBOX	34527	B	PULPBOARD	1/05/05	7:00	1/06/05	13:00	1/06/05	15:30	2	2	0	0	0
97	UNLD	SOU	524676	A	PULPBOARD	1/05/05	7:00	1/06/05	13:00	1/06/05	15:30	2	2	0	0	0
98	UNLD	ATW	82050	B	PULPBOARD	1/05/05	7:00	1/06/05	10:00	1/06/05	12:30	2	2	0	0	0
99	UNLD	CSXT	507708	A	PULPBOARD	1/05/05	7:00	1/06/05	10:00	1/06/05	12:30	2	2	0	0	0
100	UNLD	RBOX	34709	B	PULPBOARD	1/05/05	7:00	1/06/05	10:00	1/06/05	12:30	2	2	0	0	0
101	UNLD	EEC	374	A	PULPBOARD	1/05/05	4:00	1/05/05	18:30	1/06/05	10:00	2	2	0	0	0
102	UNLD	SOU	550649	A	PULPBOARD	1/03/05	10:02	1/05/05	16:30	1/06/05	10:00	3	2	1	0	0
103	UNLD	VR	2122	A	PULPBOARD	1/05/05	4:00	1/05/05	18:30	1/06/05	10:00	2	2	0	0	0
104	UNLD	NS	463701	A	PULPBOARD	1/03/05	10:02	1/05/05	16:30	1/05/05	18:00	2	2	0	0	0
105	UNLD	RBOX	2089	B	PULPBOARD	1/02/05	14:00	1/05/05	16:30	1/05/05	18:00	3	2	1	0	0
106	UNLD	NS	463437	A	PULPBOARD	1/03/05	10:02	1/05/05	11:10	1/05/05	15:00	2	2	0	0	0
107	UNLD	NS	463816	A	PULPBOARD	1/03/05	10:02	1/05/05	11:10	1/05/05	15:00	2	2	0	0	0
108	UNLD	NW	603002	A	PULPBOARD	1/03/05	10:02	1/05/05	11:10	1/05/05	15:00	2	2	0	0	0
109	UNLD	NS	463410	A	PULPBOARD	1/03/05	10:02	1/04/05	21:35	1/05/05	10:30	2	2	0	0	0
110	UNLD	NS	463703	A	PULPBOARD	1/03/05	10:02	1/04/05	21:35	1/05/05	10:30	2	2	0	0	0
111	UNLD	NS	463738	A	PULPBOARD	1/03/05	10:02	1/04/05	21:35	1/05/05	10:30	2	2	0	0	0
112	UNLD	RBOX	31096	B	PULPBOARD	1/02/05	14:00	1/04/05	15:30	1/04/05	21:25	2	2	0	0	0
113	UNLD	RBOX	39017	B	PULPBOARD	1/02/05	14:00	1/04/05	15:30	1/04/05	21:25	2	2	0	0	0
114	UNLD	RBOX	34691	B	PULPBOARD	1/02/05	14:00	1/04/05	10:00	1/04/05	15:00	2	2	0	0	0
115	UNLD	RBOX	38516	B	PULPBOARD	1/02/05	14:00	1/04/05	10:00	1/04/05	15:00	2	2	0	0	0
116	UNLD	RBOX	39199	B	PULPBOARD	1/02/05	14:00	1/04/05	10:00	1/04/05	15:00	2	2	0	0	0
117	UNLD	RBOX	30421	B	PULPBOARD	1/02/05	14:00	1/03/05	17:15	1/04/05	9:00	2	2	0	0	0
118	UNLD	RBOX	34783	B	PULPBOARD	1/02/05	14:00	1/03/05	17:15	1/04/05	9:00	2	2	0	0	0
119	UNLD	RBOX	37710	B	PULPBOARD	1/02/05	14:00	1/03/05	17:15	1/04/05	9:00	2	2	0	0	0
120	UNLD	RBOX	32969	B	PULPBOARD	1/02/05	14:00	1/03/05	11:10	1/03/05	15:00	1	2	0	1	0

For cars released from 1/01/05 Thru 1/31/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 2/02/05
Invoice Date: 2/02/05
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 661
Page: 4

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
121	UNLD	RBOX	38398	B	PULPBOARD	1/02/05	14:00	1/03/05	12:00	1/03/05	15:00	1	2	0	1	0
122	UNLD	RBOX	43332	B	PULPBOARD	1/02/05	14:00	1/03/05	11:10	1/03/05	15:00	1	2	0	1	0
123	UNLD	EEC	2914	A	PULPBOARD	12/31/04	3:30	12/31/04	14:00	1/03/05	10:30	4	4	0	0	0
124	UNLD	NS	454335	A	PULPBOARD	12/31/04	3:30	12/31/04	14:00	1/03/05	10:30	4	4	0	0	0
125	UNLD	SOU	18010	A	PULPBOARD	12/31/04	3:30	12/31/04	14:00	1/03/05	10:30	4	4	0	0	0
		TOTAL UNLOADING								125 CARS		447	316	136	24	19
		TOTAL FOR CAPITAL CARGO								125 CARS		447	316	136	24	19

Number of Cars 125
Total Canc Debits 136
Total Nonc Debits 19
Total Credits 24
Total Chargeable Debits . . . 131

------- Chargeable Debits ---------

112 DEBITS AT	20.00	2,240.00
17 DEBITS AT	30.00	510.00
2 DEBITS AT	60.00	120.00
Total Amount Due		2,870.00

For cars released from 2/01/05 Thru 2/28/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 3/03/05
Invoice Date: 3/03/05
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 685
Page: 1

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
1	UNLD	EEC	2833	A	PULPBOARD	2/23/05	4:00	2/28/05	14:00	2/28/05	16:30	6	2	4	0	0
2	UNLD	NW	603585	A	PULPBOARD	2/09/05	5:05	2/28/05	14:00	2/28/05	16:30	20	2	4	0	14
3	UNLD	SOU	565420	A	PULPBOARD	2/09/05	5:05	2/28/05	14:00	2/28/05	16:30	20	2	4	0	14
4	UNLD	ASAB	7413	A	PULPBOARD	2/03/05	2:00	2/26/05	11:00	2/28/05	14:00	26	4	4	0	18
5	UNLD	CIRR	2067	A	PULPBOARD	2/03/05	2:00	2/26/05	11:00	2/28/05	14:00	26	4	4	0	18
6	UNLD	EEC	278	A	PULPBOARD	2/03/05	2:00	2/26/05	11:00	2/28/05	14:00	26	4	4	0	18
7	UNLD	NS	463808	A	PULPBOARD	2/03/05	2:00	2/25/05	16:20	2/26/05	10:45	24	4	4	0	16
8	UNLD	SOU	18046	A	PULPBOARD	2/03/05	2:00	2/25/05	16:20	2/26/05	10:45	24	4	4	0	16
9	UNLD	SOU	565418	A	PULPBOARD	2/03/05	2:00	2/25/05	16:20	2/26/05	10:45	24	4	4	0	16
10	UNLD	NS	450681	A	PULPBOARD	2/03/05	2:00	2/25/05	10:20	2/25/05	14:00	23	4	4	0	15
11	UNLD	NS	451243	A	PULPBOARD	2/03/05	2:00	2/25/05	10:20	2/25/05	14:00	23	4	4	0	15
12	UNLD	NS	451252	A	PULPBOARD	2/03/05	2:00	2/25/05	10:20	2/25/05	14:00	23	4	4	0	15
13	UNLD	NS	451178	A	PULPBOARD	2/03/05	2:00	2/23/05	16:30	2/24/05	10:00	22	4	4	0	14
14	UNLD	NS	451214	A	PULPBOARD	2/03/05	2:00	2/23/05	16:30	2/24/05	10:00	22	4	4	0	14
15	UNLD	NS	463895	A	PULPBOARD	2/10/05	3:00	2/23/05	14:35	2/23/05	16:30	14	4	4	0	6
16	UNLD	SRN	7140	A	PULPBOARD	2/03/05	2:00	2/23/05	14:35	2/23/05	16:30	21	4	4	0	13
17	UNLD	AGR	6700	A	PULPBOARD	2/03/05	2:00	2/23/05	10:50	2/23/05	14:30	21	4	4	0	13
18	UNLD	NS	451081	A	PULPBOARD	2/03/05	2:00	2/23/05	10:50	2/23/05	14:30	21	4	4	0	13
19	UNLD	SOU	550200	A	PULPBOARD	2/03/05	2:00	2/23/05	10:50	2/23/05	14:30	21	4	4	0	13
20	UNLD	NS	454289	A	PULPBOARD	2/03/05	2:00	2/22/05	9:00	2/23/05	10:30	21	4	4	0	13
21	UNLD	NS	463877	A	PULPBOARD	2/03/05	2:00	2/22/05	9:00	2/23/05	10:30	21	4	4	0	13
22	UNLD	SRN	5981	A	PULPBOARD	2/03/05	2:00	2/22/05	9:00	2/23/05	10:30	21	4	4	0	13
23	UNLD	NS	453013	A	PULPBOARD	1/30/05	21:00	2/22/05	13:00	2/22/05	14:00	23	2	4	0	17
24	UNLD	NS	463128	A	PULPBOARD	2/10/05	3:00	2/22/05	13:00	2/22/05	14:00	13	4	4	0	5
25	UNLD	NS	463757	A	PULPBOARD	2/10/05	3:00	2/22/05	13:00	2/22/05	14:00	13	4	4	0	5
26	UNLD	NS	467100	A	PULPBOARD	2/10/05	3:00	2/18/05	18:00	2/22/05	12:30	13	4	4	0	5
27	UNLD	RBOX	31047	B	PULPBOARD	2/05/05	12:30	2/18/05	18:00	2/22/05	12:30	17	3	4	0	10
28	UNLD	RBOX	31963	B	PULPBOARD	2/08/05	15:00	2/18/05	18:00	2/22/05	12:30	14	2	4	0	8
29	UNLD	CSXT	128567	A	PULPBOARD	2/01/05	7:00	2/18/05	10:45	2/18/05	15:00	18	2	4	0	12
30	UNLD	RBOX	34421	B	PULPBOARD	2/01/05	7:00	2/18/05	10:45	2/18/05	15:00	18	2	4	0	12
31	UNLD	RBOX	34765	B	PULPBOARD	2/01/05	7:00	2/18/05	10:45	2/18/05	15:00	18	2	4	0	12
32	UNLD	RBOX	34475	B	PULPBOARD	2/01/05	7:00	2/17/05	16:30	2/18/05	10:30	18	2	4	0	12
33	UNLD	RBOX	43790	B	PULPBOARD	2/01/05	7:00	2/17/05	23:30	2/18/05	10:30	18	2	4	0	12
34	UNLD	SOU	523181	A	PULPBOARD	2/01/05	7:00	2/17/05	23:30	2/18/05	10:30	18	2	4	0	12
35	UNLD	EEC	2240	A	PULPBOARD	2/01/05	7:00	2/17/05	16:30	2/17/05	23:30	17	2	4	0	11
36	UNLD	EEC	2500	A	PULPBOARD	2/01/05	7:00	2/17/05	16:30	2/17/05	23:30	17	2	4	0	11
37	UNLD	NS	453488	A	PULPBOARD	2/16/05	19:01	2/17/05	13:00	2/17/05	16:30	1	2	0	1	0
38	UNLD	NS	454335	A	PULPBOARD	2/16/05	19:01	2/17/05	13:00	2/17/05	16:30	1	2	0	1	0
39	UNLD	SOU	550384	A	PULPBOARD	2/16/05	19:01	2/17/05	13:00	2/17/05	16:30	1	2	0	1	0
40	UNLD	RBOX	20212	B	PULPBOARD	2/01/05	7:00	2/16/05	17:30	2/17/05	11:00	17	2	4	0	11

For cars released from 2/01/05 Thru 2/28/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 3/03/05
Invoice Date: 3/03/05
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 685

Seq	Held For	Car	Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
41	UNLD	RBOX 38537	B	PULPBOARD	2/01/05	7:00	2/16/05	17:30	2/17/05	11:00	17	2	4	0	11
42	UNLD	SOU 530522	A	PULPBOARD	2/01/05	7:00	2/16/05	17:30	2/17/05	11:00	17	2	4	0	11
43	UNLD	CSXT 141585	A	PULPBOARD	2/01/05	7:00	2/16/05	13:50	2/16/05	17:30	16	2	4	0	10
44	UNLD	CSXT 507189	A	PULPBOARD	2/01/05	7:00	2/16/05	13:50	2/16/05	17:30	16	2	4	0	10
45	UNLD	NS 463826	A	PULPBOARD	1/22/05	18:15	2/01/05	17:05	2/16/05	17:30	25	3	4	0	18
46	UNLD	RBOX 30691	B	PULPBOARD	2/01/05	7:00	2/16/05	9:17	2/16/05	17:30	16	2	4	0	10
47	UNLD	NS 451021	A	PULPBOARD	1/30/05	21:00	2/16/05	9:15	2/16/05	13:50	17	2	4	0	11
48	UNLD	NS 451114	A	PULPBOARD	1/30/05	21:00	2/16/05	9:15	2/16/05	13:50	17	2	4	0	11
49	UNLD	CSXT 139502	A	PULPBOARD	2/01/05	7:00	2/15/05	19:10	2/16/05	9:00	16	2	4	0	10
50	UNLD	CSXT 507456	A	PULPBOARD	2/01/05	7:00	2/15/05	11:15	2/16/05	9:00	16	2	4	0	10
51	UNLD	NS 451304	A	PULPBOARD	1/30/05	21:00	2/15/05	19:10	2/16/05	9:00	17	2	4	0	11
52	UNLD	CSXT 136900	A	PULPBOARD	2/01/05	7:00	2/15/05	11:15	2/15/05	15:45	15	2	4	0	9
53	UNLD	CSXT 137510	A	PULPBOARD	2/01/05	7:00	2/15/05	11:15	2/15/05	15:45	15	2	4	0	9
54	UNLD	CSXT 143025	A	PULPBOARD	2/01/05	7:00	2/15/05	4:30	2/15/05	11:15	15	2	4	0	9
55	UNLD	EEC 2015	A	PULPBOARD	2/01/05	7:00	2/14/05	16:30	2/15/05	11:15	15	2	4	0	9
56	UNLD	SOU 529848	A	PULPBOARD	2/01/05	7:00	2/15/05	4:30	2/15/05	11:15	15	2	4	0	9
57	UNLD	CSXT 136979	A	PULPBOARD	2/01/05	7:00	2/14/05	16:30	2/15/05	4:30	14	2	4	0	8
58	UNLD	RBOX 30309	B	PULPBOARD	2/01/05	7:00	2/14/05	16:30	2/15/05	4:30	14	2	4	0	8
59	UNLD	NS 467107	A	PULPBOARD	2/09/05	5:05	2/14/05	13:05	2/14/05	16:30	6	2	4	0	0
60	UNLD	SOU 550788	A	PULPBOARD	2/11/05	3:00	2/14/05	12:00	2/14/05	16:30	4	4	0	0	0
61	UNLD	SRN 1917	A	PULPBOARD	2/09/05	5:05	2/14/05	13:05	2/14/05	16:30	6	2	4	0	0
62	UNLD	NS 451187	A	PULPBOARD	1/30/05	21:00	2/14/05	10:45	2/14/05	12:00	15	2	4	0	9
63	UNLD	NS 454293	A	PULPBOARD	1/30/05	21:00	2/14/05	10:45	2/14/05	12:00	15	2	4	0	9
64	UNLD	RBOX 43039	B	PULPBOARD	1/27/05	11:15	2/14/05	10:45	2/14/05	12:00	18	4	4	0	10
65	UNLD	CIRR 8006	A	PULPBOARD	2/06/05	21:00	2/11/05	17:30	2/14/05	9:00	8	2	4	0	2
66	UNLD	NS 463420	A	PULPBOARD	2/06/05	21:00	2/11/05	12:00	2/14/05	9:00	8	2	4	0	2
67	UNLD	SLC 1059	A	PULPBOARD	2/06/05	21:00	2/11/05	17:30	2/14/05	9:00	8	2	4	0	2
68	UNLD	CSXT 123468	A	PULPBOARD	1/27/05	11:15	2/11/05	17:30	2/11/05	17:32	15	4	4	0	7
69	UNLD	NS 467050	A	PULPBOARD	2/09/05	5:05	2/11/05	17:00	2/11/05	17:32	3	2	1	0	0
70	UNLD	NS 463125	A	PULPBOARD	2/06/05	21:00	2/11/05	9:00	2/11/05	12:00	5	2	3	0	0
71	UNLD	NS 463528	A	PULPBOARD	2/06/05	21:00	2/11/05	9:00	2/11/05	12:00	5	2	3	0	0
72	UNLD	NS 463901	A	PULPBOARD	2/06/05	21:00	2/11/05	9:00	2/11/05	12:00	5	2	3	0	0
73	UNLD	NS 451398	A	PULPBOARD	2/06/05	21:00	2/10/05	17:30	2/11/05	9:00	5	2	3	0	0
74	UNLD	NS 463130	A	PULPBOARD	2/06/05	21:00	2/10/05	17:30	2/11/05	9:00	5	2	3	0	0
75	UNLD	NS 463518	A	PULPBOARD	2/06/05	21:00	2/09/05	16:50	2/11/05	9:00	5	2	3	0	0
76	UNLD	NS 463500	A	PULPBOARD	2/06/05	21:00	2/09/05	18:30	2/10/05	17:30	4	2	2	0	0
77	UNLD	SOU 550868	A	PULPBOARD	2/06/05	21:00	2/09/05	18:30	2/10/05	17:30	4	2	2	0	0
78	UNLD	NS 463728	A	PULPBOARD	2/06/05	21:00	2/09/05	16:50	2/09/05	18:15	3	2	1	0	0
79	UNLD	NS 463820	A	PULPBOARD	2/06/05	21:00	2/09/05	16:50	2/09/05	18:15	3	2	1	0	0
80	UNLD	NS 463403	A	PULPBOARD	2/06/05	21:00	2/09/05	13:30	2/09/05	16:30	3	2	1	0	0

For cars released from 2/01/05 Thru 2/28/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 3/03/05
Invoice Date: 3/03/05
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 685
Page: 3

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
81	UNLD	NS	463455	A	PULPBOARD	2/06/05	21:00	2/09/05	13:30	2/09/05	16:30	3	2	1	0	
82	UNLD	RBOX	32543	B	PULPBOARD	2/01/05	7:00	2/09/05	13:30	2/09/05	16:30	9	2	4	0	
83	UNLD	CSXT	136956	A	PULPBOARD	1/27/05	11:15	2/08/05	16:50	2/09/05	13:30	13	4	4	0	
84	UNLD	CSXT	141899	A	PULPBOARD	1/31/05	10:00	2/08/05	19:10	2/09/05	13:30	9	2	4	0	
85	UNLD	RBOX	37312	B	PULPBOARD	1/31/05	10:00	2/08/05	19:10	2/09/05	13:30	9	2	4	0	
86	UNLD	CSXT	136243	A	PULPBOARD	1/27/05	11:15	2/08/05	16:50	2/08/05	18:30	12	4	4	0	
87	UNLD	NOKL	570691	A	PULPBOARD	1/31/05	10:00	2/08/05	11:25	2/08/05	16:15	8	2	4	0	
88	UNLD	RBOX	35251	B	PULPBOARD	1/31/05	10:00	2/08/05	11:25	2/08/05	16:15	8	2	4	0	
89	UNLD	RBOX	43025	B	PULPBOARD	1/31/05	10:00	2/08/05	11:25	2/08/05	16:15	8	2	4	0	
90	UNLD	NS	451071	A	PULPBOARD	1/29/05	3:00	2/07/05	16:10	2/08/05	16:00	11	4	4	0	
91	UNLD	NS	453471	A	PULPBOARD	1/29/05	3:00	2/07/05	16:10	2/08/05	16:00	11	4	4	0	
92	UNLD	NS	463801	A	PULPBOARD	2/06/05	21:00	2/07/05	21:00	2/08/05	16:00	2	2	0	0	
93	UNLD	CSXT	137727	A	PULPBOARD	1/29/05	10:00	2/07/05	16:10	2/07/05	21:00	9	3	4	0	
94	UNLD	NS	463437	A	PULPBOARD	1/29/05	3:00	2/07/05	16:10	2/07/05	21:00	10	4	4	0	
95	UNLD	HS	72199	A	PULPBOARD	2/01/05	3:00	2/07/05	12:00	2/07/05	15:15	7	2	4	0	
96	UNLD	NS	451209	A	PULPBOARD	2/01/05	3:00	2/07/05	12:00	2/07/05	15:15	7	2	4	0	
97	UNLD	SLR	5051	A	PULPBOARD	2/01/05	3:00	2/07/05	12:00	2/07/05	15:15	7	2	4	0	
98	UNLD	NS	451285	A	PULPBOARD	2/01/05	3:00	2/07/05	8:00	2/07/05	11:00	7	2	4	0	
99	UNLD	SOU	550577	A	PULPBOARD	2/01/05	3:00	2/07/05	8:00	2/07/05	11:00	7	2	4	0	
100	UNLD	SOU	550892	A	PULPBOARD	2/01/05	3:00	2/07/05	8:00	2/07/05	11:00	7	2	4	0	
101	UNLD	EEC	658	A	PULPBOARD	1/29/05	3:00	2/05/05	13:30	2/07/05	8:00	10	4	4	0	
102	UNLD	NS	463522	A	PULPBOARD	1/29/05	3:00	2/05/05	13:30	2/05/05	16:30	8	4	4	0	
103	UNLD	NS	463817	A	PULPBOARD	1/29/05	3:00	2/05/05	13:30	2/05/05	16:30	8	4	4	0	
104	UNLD	CSXT	122947	A	PULPBOARD	1/29/05	10:00	2/05/05	12:00	2/05/05	13:30	7	3	4	0	
105	UNLD	RBOX	32092	B	PULPBOARD	1/29/05	10:00	2/05/05	12:00	2/05/05	13:30	7	3	4	0	
106	UNLD	RBOX	40655	B	PULPBOARD	1/29/05	10:00	2/05/05	12:00	2/05/05	13:30	7	3	4	0	
107	UNLD	EEC	340	A	PULPBOARD	1/29/05	3:00	2/05/05	10:00	2/05/05	12:00	8	4	4	0	
108	UNLD	SOU	550012	A	PULPBOARD	1/29/05	3:00	2/05/05	10:00	2/05/05	12:00	8	4	4	0	
109	UNLD	SOU	550510	A	PULPBOARD	1/29/05	3:00	2/05/05	10:00	2/05/05	12:00	8	4	4	0	
110	UNLD	NS	451349	A	PULPBOARD	1/29/05	3:00	2/04/05	15:00	2/04/05	22:30	7	4	3	0	
111	UNLD	NS	463410	A	PULPBOARD	1/29/05	3:00	2/04/05	15:00	2/04/05	22:30	7	4	3	0	
112	UNLD	SOU	550748	A	PULPBOARD	1/29/05	3:00	2/04/05	15:00	2/04/05	22:30	7	4	3	0	
113	UNLD	NS	451142	A	PULPBOARD	1/28/05	4:00	2/03/05	16:45	2/04/05	15:00	8	4	4	0	
114	UNLD	SOU	550128	A	PULPBOARD	1/28/05	4:00	2/03/05	16:45	2/04/05	15:00	8	4	4	0	
115	UNLD	SOU	550476	A	PULPBOARD	1/27/05	5:00	2/03/05	20:30	2/04/05	15:00	9	4	4	0	
116	UNLD	NS	451029	A	PULPBOARD	1/22/05	4:00	2/02/05	15:45	2/03/05	9:00	13	4	4	0	
117	UNLD	RBOX	31729	B	PULPBOARD	1/26/05	8:00	2/02/05	11:20	2/03/05	9:00	8	4	4	0	
118	UNLD	CSXT	141831	A	PULPBOARD	1/26/05	8:00	2/02/05	11:20	2/02/05	15:45	7	4	3	0	
119	UNLD	CSXT	150138	A	PULPBOARD	1/22/05	4:00	2/02/05	11:20	2/02/05	15:45	12	4	4	0	
120	UNLD	NS	451300	A	PULPBOARD	1/26/05	4:30	2/01/05	17:05	2/02/05	10:00	8	2	4	0	

For cars released from 2/01/05 Thru 2/28/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Run Date: 3/03/05
Invoice Date: 3/03/05
Station: 1000 SAPT RAILROAD

Demurrage Agreement: AVGUNLOAD

Invoice # 685
Page: 4

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NON DR
121	UNLD	NS	454211	A	PULPBOARD	1/26/05	4:30	2/01/05	19:00	2/02/05	10:00	8	2	4	0	
122	UNLD	SOU	550644	A	PULPBOARD	1/26/05	4:30	2/01/05	17:05	2/01/05	19:00	7	2	4	0	
123	UNLD	NS	463128	A	PULPBOARD	1/22/05	18:15	1/31/05	17:20	2/01/05	15:00	10	3	4	0	
124	UNLD	NS	463757	A	PULPBOARD	1/22/05	18:15	1/31/05	17:20	2/01/05	15:00	10	3	4	0	
125	UNLD	NS	463895	A	PULPBOARD	1/22/05	18:15	1/31/05	15:00	2/01/05	15:00	10	3	4	0	
		TOTAL UNLOADING								125 CARS		1545	351	451	3	74
		TOTAL FOR CAPITAL CARGO								125 CARS		1545	351	451	3	74

Number of Cars 125
Total Canc Debits 451
Total Nonc Debits 746
Total Credits 3
Total Chargeable Debits . . . 1194

------- Chargeable Debits ---------

448 DEBITS AT	20.00	8,960.00
170 DEBITS AT	30.00	5,100.00
576 DEBITS AT	60.00	34,560.00
Total Amount Due		48,620.00

For cars released from 2/01/05 Thru 2/28/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR. Inc

Attn:

Run Date: 3/03/05
Invoice Date: 3/03/05
Station: 1000 SAPT RAILROAD

Demurrage Agreement: DKSAUNL

Invoice # 686
Page: 1

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Excld Days	CANC DR	Earned CR	NONC DR
1	UNLD	RBOX	35577	B	PULPBOARD	2/02/05	20:00	2/08/05	16:50	2/08/05	18:30	6	4	2	0	0
2	UNLD	RBOX	43617	B	PULPBOARD	1/25/05	7:00	2/03/05	16:45	2/03/05	18:30	9	2	4	0	3
3	UNLD	CSXT	123840	A	PULPBOARD	1/25/05	7:00	2/03/05	13:00	2/03/05	16:45	9	2	4	0	3
4	UNLD	RBOX	31902	B	PULPBOARD	1/25/05	7:00	2/03/05	13:00	2/03/05	16:45	9	2	4	0	3
5	UNLD	RBOX	33949	B	PULPBOARD	1/25/05	7:00	2/03/05	13:00	2/03/05	16:45	9	2	4	0	3
6	UNLD	ASAB	7004	B	PULPBOARD	1/25/05	2:30	2/03/05	9:00	2/03/05	12:00	9	2	4	0	3
7	UNLD	NS	451066	A	PULPBOARD	1/25/05	2:30	2/03/05	9:00	2/03/05	12:00	9	2	4	0	3
8	UNLD	SSW	66325	A	PULPBOARD	1/25/05	2:30	2/03/05	9:00	2/03/05	12:00	9	2	4	0	3
9	UNLD	RBOX	35424	B	PULPBOARD	1/25/05	7:00	2/02/05	15:45	2/03/05	9:00	9	2	4	0	3
10	UNLD	SOU	530578	A	PULPBOARD	1/25/05	7:00	2/01/05	19:00	2/02/05	10:00	8	2	4	0	2
		TOTAL UNLOADING								10 CARS		86	22	38	0	26
		TOTAL FOR CAPITAL CARGO								10 CARS		86	22	38	0	26

Number of Cars 10
Total Canc Debits 38
Total Nonc Debits 26
Total Credits 0
Total Chargeable Debits . . . 64

------- Chargeable Debits ---------

38 DEBITS AT	20.00	760.00
18 DEBITS AT	30.00	540.00
8 DEBITS AT	60.00	480.00
Total Amount Due		1,780.00

DEMURRAGE INVOICE USING STRAIGHT CALCULATIONS

For cars released from 3/14/05 thru 3/31/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR. Inc

Attn:

Station: 1000 SAPT RAILROAD
Run Date: 4/02/05
Invoice Date: 4/02/05

Demurrage Agreement: UNLOAD

Invoice # 724
Page 1

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Credit Days	Amount Due
1	UNLD	CIRR	8002	A	PULPBOARD	3/25/05	6:00	3/31/05	10:45	3/31/05	15:00	7	4	120.0(
2	UNLD	EEC	250	A	PULPBOARD	3/25/05	6:00	3/31/05	10:45	3/31/05	15:00	7	4	120.0(
3	UNLD	EEC	2898	A	PULPBOARD	3/25/05	6:00	3/30/05	12:00	3/31/05	9:45	7	4	120.0(
4	UNLD	NS	467107	A	PULPBOARD	3/25/05	6:00	3/30/05	12:00	3/31/05	9:45	7	4	120.0(
5	UNLD	EEC	2974	A	PULPBOARD	3/25/05	6:00	3/29/05	16:00	3/30/05	12:00	6	4	80.0(
6	UNLD	LRWN	556020	B	PULPBOARD	3/11/05	3:05	3/29/05	16:25	3/30/05	12:00	20	4	640.0(
7	UNLD	SOU	526190	A	PULPBOARD	3/23/05	11:00	3/29/05	16:25	3/30/05	12:00	7	4	120.0(
8	UNLD	NS	463443	A	PULPBOARD	3/11/05	3:05	3/29/05	11:40	3/29/05	15:00	19	4	600.0(
9	UNLD	NS	472214	B	PULPBOARD	3/11/05	3:05	3/29/05	11:40	3/29/05	15:00	19	4	600.0(
10	UNLD	TR	400165	B	PULPBOARD	3/11/05	3:05	3/29/05	11:40	3/29/05	15:00	19	4	600.0(
11	UNLD	NS	463501	A	PULPBOARD	3/25/05	6:00	3/28/05	16:35	3/29/05	10:30	5	4	40.0(
12	UNLD	NS	472233	B	PULPBOARD	3/25/05	6:00	3/28/05	13:05	3/29/05	10:30	5	4	40.0(
13	UNLD	SOU	565250	A	PULPBOARD	3/25/05	6:00	3/28/05	16:35	3/29/05	10:30	5	4	40.0(
14	UNLD	BAYL	5098	A	PULPBOARD	3/11/05	3:05	3/25/05	10:15	3/28/05	12:30	18	4	560.0(
15	UNLD	CIRR	90014	A	PULPBOARD	3/11/05	3:05	3/25/05	10:15	3/28/05	12:30	18	4	560.0(
16	UNLD	CSXT	507535	A	PULPBOARD	3/11/05	11:35	3/24/05	14:45	3/28/05	12:30	17	4	520.0(
17	UNLD	CSXT	130324	A	PULPBOARD	3/13/05	12:05	3/25/05	6:00	3/25/05	10:15	12	2	400.0(
18	UNLD	NS	463528	A	PULPBOARD	2/25/05	5:00	3/25/05	6:00	3/25/05	10:15	29	4	1,000.0(
19	UNLD	CSXT	139401	A	PULPBOARD	3/11/05	11:35	3/24/05	14:45	3/24/05	18:00	13	4	360.0(
20	UNLD	RBOX	40342	B	PULPBOARD	3/11/05	11:35	3/24/05	14:45	3/24/05	18:00	13	4	360.0(
21	UNLD	CSXT	136079	A	PULPBOARD	3/11/05	11:35	3/24/05	10:10	3/24/05	14:30	13	4	360.0(
22	UNLD	EEC	1251	A	PULPBOARD	3/11/05	11:35	3/24/05	10:10	3/24/05	14:30	13	4	360.0(
23	UNLD	RBOX	39237	B	PULPBOARD	3/11/05	11:35	3/24/05	10:10	3/24/05	14:30	13	4	360.0(
24	UNLD	BN	217512	A	PULPBOARD	3/11/05	11:35	3/23/05	23:50	3/24/05	10:00	13	4	360.00
25	UNLD	CP	204665	A	PULPBOARD	3/11/05	11:35	3/23/05	11:00	3/24/05	10:00	13	4	360.00
26	UNLD	RBOX	31231	B	PULPBOARD	3/11/05	11:35	3/23/05	23:50	3/24/05	10:00	13	4	360.00
27	UNLD	CSXT	136166	A	PULPBOARD	3/11/05	11:35	3/23/05	11:00	3/23/05	18:00	12	4	320.00
28	UNLD	RBOX	31368	B	PULPBOARD	3/11/05	11:35	3/23/05	11:00	3/23/05	18:00	12	4	320.00
29	UNLD	CSXT	124290	A	PULPBOARD	3/09/05	11:00	3/22/05	15:30	3/23/05	11:00	14	4	400.00
30	UNLD	NS	463510	A	PULPBOARD	3/07/05	10:00	3/22/05	15:30	3/23/05	11:00	16	2	560.00
31	UNLD	ASAB	7361	A	PULPBOARD	3/18/05	4:30	3/22/05	12:30	3/22/05	15:30	5	4	40.00
32	UNLD	EEC	2665	A	PULPBOARD	3/18/05	4:30	3/22/05	12:30	3/22/05	15:30	5	4	40.00
33	UNLD	RBOX	30755	B	PULPBOARD	3/09/05	11:00	3/22/05	12:30	3/22/05	15:30	13	4	360.00
34	UNLD	NS	463728	A	PULPBOARD	3/18/05	4:30	3/21/05	10:30	3/22/05	12:30	5	4	40.00
35	UNLD	NS	467103	A	PULPBOARD	2/26/05	5:00	3/21/05	21:00	3/22/05	12:30	25	4	840.00
36	UNLD	SOU	550297	A	PULPBOARD	2/26/05	5:00	3/21/05	21:00	3/22/05	12:30	25	4	840.00
37	UNLD	EEC	451	A	PULPBOARD	3/07/05	9:00	3/18/05	14:30	3/21/05	10:30	14	2	480.00
38	UNLD	RBOX	31855	B	PULPBOARD	3/09/05	11:00	3/18/05	23:00	3/19/05	13:00	10	4	240.00
39	UNLD	EEC	1244	A	PULPBOARD	3/07/05	9:00	3/18/05	14:30	3/18/05	23:00	11	2	360.00

For cars released from 3/14/05 thru 3/31/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Station: 1000 SAPT RAILROAD
Run Date: 4/02/05
Invoice Date: 4/02/05

Demurrage Agreement: UNLOAD

Invoice # 724

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Credit Days	Amount Due
40	UNLD	NS	454359	A	PULPBOARD	3/07/05	9:00	3/18/05	14:30	3/18/05	23:00	11	2	360.00
41	UNLD	CSXT	138341	A	PULPBOARD	3/10/05	7:00	3/18/05	11:00	3/18/05	14:30	9	4	200.00
42	UNLD	EEC	2673	A	PULPBOARD	3/07/05	9:00	3/18/05	11:00	3/18/05	14:30	11	2	360.00
43	UNLD	NS	451114	A	PULPBOARD	3/07/05	9:00	3/18/05	11:00	3/18/05	14:30	11	2	360.00
44	UNLD	NS	450722	A	PULPBOARD	3/10/05	7:00	3/17/05	15:00	3/18/05	10:30	9	4	200.00
45	UNLD	SOU	550623	A	PULPBOARD	3/10/05	7:00	3/17/05	15:00	3/18/05	10:30	9	4	200.00
46	UNLD	SOU	550892	A	PULPBOARD	3/10/05	7:00	3/17/05	15:00	3/18/05	10:30	9	4	200.00
47	UNLD	EEC	168	A	PULPBOARD	3/07/05	9:00	3/17/05	10:00	3/17/05	15:00	10	2	320.00
48	UNLD	EEC	1135	A	PULPBOARD	3/07/05	9:00	3/17/05	10:00	3/17/05	15:00	10	2	320.00
49	UNLD	VR	3323	A	PULPBOARD	3/07/05	9:00	3/17/05	10:00	3/17/05	15:00	10	2	320.00
50	UNLD	BNSF	724614	A	PULPBOARD	3/07/05	9:00	3/16/05	15:00	3/17/05	9:30	10	2	320.00
51	UNLD	CSXT	138320	A	PULPBOARD	3/07/05	9:00	3/16/05	15:00	3/17/05	9:30	10	2	320.00
52	UNLD	NS	463820	A	PULPBOARD	3/10/05	7:00	3/16/05	12:20	3/17/05	9:30	8	4	160.00
53	UNLD	NS	463500	A	PULPBOARD	3/10/05	7:00	3/16/05	12:20	3/16/05	15:00	7	4	120.00
54	UNLD	NS	467166	A	PULPBOARD	3/10/05	7:00	3/16/05	12:20	3/16/05	15:00	7	4	120.00
55	UNLD	CSXT	140173	A	PULPBOARD	3/07/05	9:00	3/15/05	15:00	3/16/05	11:30	9	2	280.00
56	UNLD	EEC	2960	A	PULPBOARD	3/07/05	9:00	3/15/05	15:00	3/16/05	11:30	9	2	280.00
57	UNLD	NS	451091	A	PULPBOARD	3/07/05	9:00	3/15/05	15:00	3/16/05	11:30	9	2	280.00
58	UNLD	CIRR	8006	A	PULPBOARD	3/04/05	2:00	3/15/05	15:00	3/15/05	18:00	12	4	320.00
59	UNLD	CIRR	8041	A	PULPBOARD	3/04/05	2:00	3/15/05	15:00	3/15/05	18:00	12	4	320.00
60	UNLD	CIRR	2039	B	PULPBOARD	3/04/05	2:00	3/15/05	10:52	3/15/05	15:00	12	4	320.00
61	UNLD	SOU	18307	A	PULPBOARD	3/04/05	2:00	3/15/05	10:52	3/15/05	15:00	12	4	320.00
62	UNLD	TR	400154	B	PULPBOARD	3/04/05	2:00	3/15/05	10:52	3/15/05	15:00	12	4	320.00
63	UNLD	EEC	727	A	PULPBOARD	3/01/05	6:00	3/14/05	17:00	3/15/05	10:52	15	2	520.00
64	UNLD	NS	463501	A	PULPBOARD	3/04/05	2:00	3/14/05	17:00	3/15/05	10:52	12	4	320.00
65	UNLD	SOU	550751	A	PULPBOARD	3/01/05	6:00	3/14/05	17:00	3/15/05	10:52	15	2	520.00
66	UNLD	EEC	746	A	PULPBOARD	2/25/05	5:00	3/14/05	15:00	3/14/05	17:00	18	4	560.00
67	UNLD	SOU	565293	A	PULPBOARD	2/25/05	5:00	3/14/05	15:00	3/14/05	17:00	18	4	560.00
68	UNLD	TR	400125	B	PULPBOARD	2/25/05	5:00	3/14/05	15:00	3/14/05	17:00	18	4	560.00
69	UNLD	NS	463714	A	PULPBOARD	3/07/05	10:00	3/14/05	10:30	3/14/05	15:00	7	2	200.00
70	UNLD	NS	463787	A	PULPBOARD	3/10/05	7:00	3/14/05	10:30	3/14/05	15:00	5	4	40.00
71	UNLD	NS	463802	A	PULPBOARD	3/10/05	7:00	3/14/05	10:30	3/14/05	15:00	5	4	40.00
72	UNLD	CSXT	136209	A	PULPBOARD	3/09/05	11:00	3/11/05	16:40	3/14/05	10:30	5	4	40.00
73	UNLD	RBOX	36113	B	PULPBOARD	3/09/05	11:00	3/11/05	16:40	3/14/05	10:30	5	4	40.00
74	UNLD	SOU	528021	A	PULPBOARD	3/09/05	11:00	3/11/05	16:40	3/14/05	10:30	5	4	40.00
			TOTAL UNLOADING							74 CARS		854	260	23,760.00
			TOTAL FOR SAPT RAILROAD							74 CARS		854	260	23,760.00

TOTAL FOR CAPITAL CARGO	74 CARS	854	260	23.760.00

DEMURRAGE INVOICE USING STRAIGHT CALCULATIONS

For cars released from 3/01/05 thru 3/31/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Station: 1000 SAPT RAILROAD
Run Date: 4/02/05
Invoice Date: 4/02/05

Demurrage Agreement: UNLOAD

Invoice # 709
Page 1

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Credit Days	Amount Due
1	UNLD	NS	450645	A	PULPBOARD	3/05/05	12:00	3/10/05	18:00	3/11/05	16:35	6	3	120.00
2	UNLD	NS	463950	A	PULPBOARD	2/25/05	5:00	3/10/05	16:15	3/11/05	16:35	15	4	440.00
3	UNLD	NS	472404	B	PULPBOARD	3/07/05	10:00	3/10/05	18:00	3/11/05	16:35	4	2	80.00
4	UNLD	NS	463517	A	PULPBOARD	2/25/05	5:00	3/10/05	16:15	3/10/05	18:00	14	4	400.00
5	UNLD	NS	463419	A	PULPBOARD	3/07/05	10:00	3/09/05	15:15	3/10/05	10:00	3	2	40.00
6	UNLD	NS	463877	A	PULPBOARD	3/07/05	10:00	3/09/05	15:15	3/10/05	10:00	3	2	40.00
7	UNLD	NS	472403	B	PULPBOARD	3/07/05	10:00	3/09/05	15:15	3/10/05	10:00	3	2	40.00
8	UNLD	EEC	2915	A	PULPBOARD	3/05/05	12:00	3/08/05	23:56	3/09/05	10:00	4	3	40.00
9	UNLD	NS	451236	A	PULPBOARD	3/05/05	12:00	3/08/05	23:56	3/09/05	10:00	4	3	40.00
10	UNLD	CSXT	140097	A	PULPBOARD	2/27/05	13:00	3/05/05	17:00	3/07/05	12:30	8	2	240.00
11	UNLD	NS	463125	A	PULPBOARD	2/24/05	5:00	3/04/05	15:30	3/07/05	12:30	12	4	320.00
12	UNLD	SLC	1053	A	PULPBOARD	2/27/05	13:00	3/05/05	17:00	3/07/05	12:30	8	2	240.00
13	UNLD	NS	463901	A	PULPBOARD	2/24/05	5:00	3/04/05	15:30	3/05/05	10:30	10	4	240.00
14	UNLD	SOU	565457	A	PULPBOARD	2/19/05	19:00	3/04/05	22:00	3/05/05	10:30	14	3	440.00
15	UNLD	NS	463511	A	PULPBOARD	2/24/05	5:00	3/04/05	15:30	3/04/05	17:00	9	4	200.00
16	UNLD	NS	451370	A	PULPBOARD	2/19/05	19:00	3/04/05	10:00	3/04/05	15:30	13	3	400.00
17	UNLD	NS	463455	A	PULPBOARD	2/19/05	19:00	3/04/05	10:00	3/04/05	15:30	13	3	400.00
18	UNLD	SOU	550724	A	PULPBOARD	2/19/05	19:00	3/04/05	10:00	3/04/05	15:30	13	3	400.00
19	UNLD	NS	451146	A	PULPBOARD	2/19/05	19:00	3/03/05	23:00	3/04/05	9:00	13	3	400.00
20	UNLD	NS	463506	A	PULPBOARD	2/19/05	19:00	3/03/05	18:00	3/04/05	9:00	13	3	400.00
21	UNLD	SOU	18061	A	PULPBOARD	2/19/05	19:00	3/03/05	18:00	3/04/05	9:00	13	3	400.00
22	UNLD	NS	451408	A	PULPBOARD	2/14/05	9:00	3/03/05	9:00	3/03/05	16:35	17	2	600.00
23	UNLD	SOU	550577	A	PULPBOARD	2/18/05	2:05	3/03/05	9:00	3/03/05	16:31	14	4	400.00
24	UNLD	NW	603011	A	PULPBOARD	2/10/05	3:00	3/02/05	10:30	3/03/05	16:01	22	4	720.00
25	UNLD	SLC	1051	A	PULPBOARD	2/14/05	9:00	3/03/05	16:00	3/03/05	16:01	17	2	600.00
26	UNLD	SOU	550644	A	PULPBOARD	2/14/05	9:00	3/03/05	16:00	3/03/05	16:01	17	2	600.00
27	UNLD	SOU	550430	A	PULPBOARD	2/10/05	3:00	3/02/05	10:30	3/02/05	15:45	21	4	680.00
28	UNLD	SOU	550623	A	PULPBOARD	2/10/05	3:00	3/02/05	10:30	3/02/05	15:45	21	4	680.00
29	UNLD	ASAB	7459	A	PULPBOARD	2/10/05	3:00	3/01/05	16:00	3/02/05	10:30	21	4	680.00
30	UNLD	NS	451068	A	PULPBOARD	2/09/05	6:00	3/01/05	16:00	3/02/05	10:30	22	2	800.00
31	UNLD	SOU	550825	A	PULPBOARD	2/09/05	6:00	3/01/05	16:00	3/02/05	10:30	22	2	800.00
32	UNLD	EEC	1106	A	PULPBOARD	2/11/05	3:00	3/01/05	13:35	3/01/05	16:00	19	4	600.00
33	UNLD	RBOX	40881	B	PULPBOARD	2/01/05	7:00	3/01/05	13:35	3/01/05	16:00	29	2	1,080.00
34	UNLD	SGLR	5002	A	PULPBOARD	2/09/05	6:00	3/01/05	13:35	3/01/05	16:00	21	2	760.00
35	UNLD	NS	467166	A	PULPBOARD	2/09/05	5:05	3/01/05	9:50	3/01/05	12:00	21	2	760.00
36	UNLD	NS	472075	B	PULPBOARD	2/09/05	5:05	3/01/05	9:50	3/01/05	12:00	21	2	760.00
37	UNLD	SOU	550376	A	PULPBOARD	2/09/05	5:05	3/01/05	9:50	3/01/05	12:00	21	2	760.00
38	UNLD	NS	472236	B	PULPBOARD	2/09/05	5:05	2/28/05	16:30	3/01/05	9:50	21	2	760.00
39	UNLD	NW	603005	A	PULPBOARD	2/09/05	5:05	2/28/05	16:30	3/01/05	9:50	21	2	760.00
					TOTAL UNLOADING						39 CARS	563	110	18,120.00

Savannah Port Terminal RR, Inc
Invoice Number 408
Miscellaneous Charge Settlement Statement

Billing Date 4/29/05

TO: CAPITAL CARGO

Remit To: Savannah Port Terminal RR, Inc

GARDEN CITY TERMINAL
(FORMERLY COMMERCIAL SERVICES)

Date: 4/29/05 AT: 1000 SAPT RAILROAD Page 1

LOADED RAILCAR FOR ADJ.

LN	RC	Car	LE	Event Date	Commodty	--Rate/Qual--	Weight	Bill Amount	Adj Cd	Adj Pct
1	NS	451429	L	4/11/05	PULPBOAR	200.0000	PC 123775	200.00		

Total: LOADED RAILCAR FOR ADJ. 1 Charges 200.00

Total: SAPT RAILROAD 1 Charges 200.00

Approved by: _____

Total: CAPITAL CARGO 1 Charges 200.00
TOTAL 200.00

DEMURRAGE INVOICE USING STRAIGHT CALCULATIONS

For cars released from 4/01/05 thru 4/30/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR. Inc

Attn:

Station: 1000 SAPT RAILROAD
Run Date: 4/30/05
Invoice Date: 4/30/05

Demurrage Agreement: UNLOAD

Invoice # 734
Page 1

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Credit Days	Amount Due
1	UNLD	ALM	317	B	PULPBOARD	4/17/05	20:00	4/28/05	15:30	4/29/05	17:00	12	2	400.00
2	UNLD	NS	472466	B	PULPBOARD	4/19/05	4:00	4/28/05	15:30	4/29/05	17:00	11	2	360.00
3	UNLD	CSXT	137897	A	PULPBOARD	4/18/05	10:00	4/28/05	11:30	4/28/05	15:00	10	2	320.00
4	UNLD	CSXT	507214	A	PULPBOARD	4/18/05	10:00	4/28/05	11:30	4/28/05	15:00	10	2	320.00
5	UNLD	CSXT	507602	A	PULPBOARD	4/18/05	10:00	4/28/05	11:30	4/28/05	15:00	10	2	320.00
6	UNLD	ASAB	7133	A	PULPBOARD	4/13/05	3:15	4/27/05	16:30	4/28/05	11:30	16	2	560.00
7	UNLD	CSXT	130574	A	PULPBOARD	4/13/05	3:15	4/27/05	16:30	4/28/05	11:30	16	2	560.00
8	UNLD	MDR	8310	A	PULPBOARD	4/13/05	3:15	4/27/05	16:30	4/28/05	11:30	16	2	560.00
9	UNLD	CSXT	507353	A	PULPBOARD	4/16/05	14:00	4/27/05	11:50	4/27/05	16:30	11	3	320.00
10	UNLD	CSXT	507793	A	PULPBOARD	4/16/05	14:00	4/27/05	11:50	4/27/05	16:30	11	3	320.00
11	UNLD	RBOX	30815	B	PULPBOARD	4/16/05	14:00	4/27/05	11:50	4/27/05	16:30	11	3	320.00
12	UNLD	CSXT	138589	A	PULPBOARD	4/13/05	3:15	4/26/05	22:25	4/27/05	11:00	15	2	520.00
13	UNLD	KCS	127442	A	PULPBOARD	4/13/05	3:15	4/25/05	9:50	4/27/05	11:00	15	2	520.00
14	UNLD	RBOX	34408	B	PULPBOARD	4/23/05	12:35	4/26/05	14:15	4/27/05	11:00	4	3	40.00
15	UNLD	CSXT	142968	A	PULPBOARD	4/18/05	10:00	4/26/05	14:15	4/26/05	17:30	8	2	240.00
16	UNLD	RBOX	35874	B	PULPBOARD	4/18/05	10:00	4/26/05	14:15	4/26/05	17:30	8	2	240.00
17	UNLD	CSXT	130479	A	PULPBOARD	4/18/05	10:00	4/26/05	11:15	4/26/05	14:15	8	2	240.00
18	UNLD	RBOX	34561	B	PULPBOARD	4/18/05	10:00	4/26/05	11:15	4/26/05	14:15	8	2	240.00
19	UNLD	SOU	525243	A	PULPBOARD	4/18/05	10:00	4/26/05	11:15	4/26/05	14:15	8	2	240.00
20	UNLD	EEC	289	A	PULPBOARD	4/14/05	3:15	4/25/05	15:10	4/26/05	9:15	13	4	360.00
21	UNLD	KCS	161050	A	PULPBOARD	4/14/05	3:15	4/25/05	15:10	4/26/05	9:15	13	4	360.00
22	UNLD	RBOX	32770	B	PULPBOARD	4/15/05	4:00	4/25/05	15:10	4/26/05	9:15	12	4	320.00
23	UNLD	EEC	105	A	PULPBOARD	4/13/05	10:00	4/25/05	9:50	4/25/05	15:10	12	4	320.00
24	UNLD	KCS	116459	A	PULPBOARD	4/13/05	3:15	4/25/05	7:00	4/25/05	15:10	13	2	440.00
25	UNLD	NS	463817	A	PULPBOARD	4/12/05	5:00	4/25/05	9:50	4/25/05	15:10	14	2	480.00
26	UNLD	BNSF	724801	A	PULPBOARD	4/12/05	5:00	4/22/05	12:05	4/22/05	15:30	11	2	360.00
27	UNLD	NS	463511	A	PULPBOARD	4/12/05	5:00	4/22/05	12:05	4/22/05	15:30	11	2	360.00
28	UNLD	SOU	550502	A	PULPBOARD	4/12/05	5:00	4/22/05	12:05	4/22/05	15:30	11	2	360.00
29	UNLD	BNSF	723627	A	PULPBOARD	4/12/05	5:00	4/21/05	17:00	4/22/05	12:00	11	2	360.00
30	UNLD	BNSF	724643	A	PULPBOARD	4/12/05	5:00	4/21/05	17:00	4/22/05	12:00	11	2	360.00
31	UNLD	KCS	752045	A	PULPBOARD	4/12/05	5:00	4/21/05	17:00	4/22/05	12:00	11	2	360.00
32	UNLD	EEC	1038	A	PULPBOARD	4/12/05	5:00	4/21/05	11:30	4/21/05	15:15	10	2	320.00
33	UNLD	HS	72194	A	PULPBOARD	4/12/05	5:00	4/21/05	11:30	4/21/05	15:15	10	2	320.00
34	UNLD	SOU	550939	A	PULPBOARD	4/12/05	5:00	4/21/05	11:30	4/21/05	15:15	10	2	320.00
35	UNLD	ATW	35016	A	PULPBOARD	4/12/05	5:00	4/20/05	12:00	4/21/05	10:30	10	2	320.00
36	UNLD	RBOX	36128	B	PULPBOARD	4/16/05	14:00	4/20/05	15:00	4/21/05	10:30	5	3	80.00
37	UNLD	SOU	523069	A	PULPBOARD	4/16/05	14:00	4/20/05	15:15	4/21/05	10:30	5	3	80.00
38	UNLD	CIRR	91186	A	PULPBOARD	4/12/05	5:00	4/20/05	12:00	4/20/05	15:15	9	2	280.00
39	UNLD	RBOX	35519	B	PULPBOARD	4/12/05	5:00	4/20/05	12:00	4/20/05	15:15	9	2	280.00

For cars released from 4/01/05 thru 4/30/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Station: 1000 SAPT RAILROAD
Run Date: 4/30/05
Invoice Date: 4/30/05

Demurrage Agreement: UNLOAD

Invoice # 734

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Credit Days	Amount Due
40	UNLD	BAYL	5064	A	PULPBOARD	4/13/05	3:15	4/19/05	18:40	4/20/05	11:00	8	2	240.00
41	UNLD	EEC	2965	A	PULPBOARD	4/12/05	5:00	4/19/05	13:30	4/20/05	11:00	9	2	280.00
42	UNLD	NS	402483	A	PULPBOARD	4/14/05	3:15	4/19/05	18:40	4/20/05	11:00	7	4	120.00
43	UNLD	EEC	2981	A	PULPBOARD	4/13/05	3:15	4/19/05	13:30	4/19/05	18:00	7	2	200.00
44	UNLD	NS	451197	A	PULPBOARD	4/12/05	5:00	4/19/05	13:30	4/19/05	18:00	8	2	240.00
45	UNLD	ASAB	7506	A	PULPBOARD	4/12/05	5:00	4/19/05	11:00	4/19/05	13:30	8	2	240.00
46	UNLD	NS	454299	A	PULPBOARD	4/12/05	5:00	4/19/05	11:00	4/19/05	13:30	8	2	240.00
47	UNLD	TR	400153	B	PULPBOARD	4/12/05	5:00	4/19/05	11:00	4/19/05	13:30	8	2	240.00
48	UNLD	ASAB	7057	A	PULPBOARD	4/12/05	5:00	4/18/05	16:30	4/19/05	9:30	8	2	240.00
49	UNLD	BAYL	5023	A	PULPBOARD	4/12/05	5:00	4/18/05	10:40	4/19/05	9:30	8	2	240.00
50	UNLD	KCS	60172	A	PULPBOARD	4/12/05	5:00	4/18/05	16:30	4/19/05	9:30	8	2	240.00
51	UNLD	CIRR	2031	A	PULPBOARD	4/07/05	3:00	4/18/05	10:40	4/18/05	16:30	12	4	320.00
52	UNLD	EEC	488	A	PULPBOARD	4/10/05	7:00	4/18/05	10:40	4/18/05	16:30	9	3	240.00
53	UNLD	ASAB	7366	B	PULPBOARD	4/10/05	7:00	4/15/05	17:00	4/18/05	9:30	9	3	240.00
54	UNLD	NS	451429	A	PULPBOARD	4/08/05	4:30	4/11/05	11:10	4/18/05	9:30	11	4	280.00
55	UNLD	ADN	9812	B	PULPBOARD	4/07/05	3:00	4/15/05	13:00	4/15/05	15:30	9	4	200.00
56	UNLD	CIRR	2097	A	PULPBOARD	4/07/05	3:00	4/15/05	13:00	4/15/05	15:30	9	4	200.00
57	UNLD	EEC	107	A	PULPBOARD	4/07/05	3:00	4/15/05	13:00	4/15/05	15:30	9	4	200.00
58	UNLD	BNSF	724685	A	PULPBOARD	4/06/05	4:00	4/15/05	9:15	4/15/05	12:00	10	2	320.00
59	UNLD	SLC	1022	A	PULPBOARD	4/06/05	4:00	4/15/05	9:15	4/15/05	12:00	10	2	320.00
60	UNLD	WC	24208	A	PULPBOARD	4/07/05	3:00	4/15/05	9:15	4/15/05	12:00	9	4	200.00
61	UNLD	ASAB	7008	A	PULPBOARD	4/07/05	3:00	4/14/05	19:30	4/15/05	9:15	9	4	200.00
62	UNLD	ASAB	7121	A	PULPBOARD	4/07/05	3:00	4/14/05	19:30	4/15/05	9:15	9	4	200.00
63	UNLD	EEC	648	A	PULPBOARD	4/06/05	4:00	4/14/05	12:30	4/15/05	9:15	10	2	320.00
64	UNLD	CSXT	142626	A	PULPBOARD	4/06/05	4:00	4/14/05	12:30	4/14/05	15:30	9	2	280.00
65	UNLD	NS	472345	B	PULPBOARD	4/06/05	4:00	4/14/05	12:30	4/14/05	15:30	9	2	280.00
66	UNLD	EEC	739	A	PULPBOARD	4/06/05	4:00	4/14/05	9:30	4/14/05	12:30	9	2	280.00
67	UNLD	NS	451347	A	PULPBOARD	4/06/05	4:00	4/14/05	9:30	4/14/05	12:30	9	2	280.00
68	UNLD	NS	451434	A	PULPBOARD	4/06/05	4:00	4/14/05	9:30	4/14/05	12:30	9	2	280.00
69	UNLD	EEC	1248	A	PULPBOARD	4/06/05	4:00	4/13/05	19:50	4/14/05	9:15	9	2	280.00
70	UNLD	EEC	1329	A	PULPBOARD	4/06/05	4:00	4/13/05	12:30	4/14/05	9:15	9	2	280.00
71	UNLD	NS	463501	A	PULPBOARD	4/06/05	4:00	4/13/05	19:50	4/14/05	9:15	9	2	280.00
72	UNLD	CSXT	130113	A	PULPBOARD	4/06/05	4:00	4/13/05	12:30	4/13/05	15:15	8	2	240.00
73	UNLD	EEC	2951	A	PULPBOARD	4/06/05	4:00	4/13/05	12:30	4/13/05	15:15	8	2	240.00
74	UNLD	ASAB	7002	B	PULPBOARD	4/02/05	5:00	4/13/05	9:30	4/13/05	12:30	12	4	320.00
75	UNLD	NS	472227	B	PULPBOARD	4/02/05	5:00	4/13/05	9:30	4/13/05	12:30	12	4	320.00
76	UNLD	NS	472393	B	PULPBOARD	4/02/05	5:00	4/13/05	9:30	4/13/05	12:30	12	4	320.00
77	UNLD	EEC	716	A	PULPBOARD	4/07/05	3:00	4/12/05	21:00	4/13/05	9:30	7	4	120.00
78	UNLD	EEC	2960	A	PULPBOARD	4/07/05	3:00	4/12/05	21:00	4/13/05	9:30	7	4	120.00
79	UNLD	SOU	550799	A	PULPBOARD	4/08/05	4:30	4/11/05	16:00	4/13/05	9:30	6	4	80.00

For cars released from 4/01/05 thru 4/30/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Station: 1000 SAPT RAILROAD
Run Date: 4/30/05
Invoice Date: 4/30/05

Demurrage Agreement: UNLOAD

Invoice # 734

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Credit Days	Amount Due
80	UNLD	CSXT	142600	A	PULPBOARD	4/08/05	4:30	4/11/05	18:15	4/12/05	15:00	5	4	40.00
81	UNLD	SOU	550623	A	PULPBOARD	4/07/05	3:00	4/11/05	18:15	4/12/05	15:00	6	4	80.00
82	UNLD	ASAB	7323	A	PULPBOARD	4/02/05	18:00	4/07/05	17:00	4/08/05	12:00	6	3	120.00
83	UNLD	CIRR	90017	A	PULPBOARD	4/02/05	18:00	4/07/05	17:00	4/08/05	12:00	6	3	120.00
84	UNLD	NS	463820	A	PULPBOARD	3/29/05	6:00	4/07/05	17:00	4/08/05	12:00	11	2	360.00
85	UNLD	NS	454302	A	PULPBOARD	3/29/05	6:00	4/07/05	13:30	4/07/05	17:00	10	2	320.00
86	UNLD	NS	463708	A	PULPBOARD	3/29/05	6:00	4/07/05	13:30	4/07/05	17:00	10	2	320.00
87	UNLD	SOU	565233	A	PULPBOARD	3/29/05	6:00	4/07/05	13:30	4/07/05	17:00	10	2	320.00
88	UNLD	ASAB	7415	A	PULPBOARD	4/05/05	5:00	4/06/05	19:00	4/07/05	13:15	3	2	40.00
89	UNLD	NS	463119	A	PULPBOARD	4/05/05	5:00	4/06/05	19:00	4/07/05	13:15	3	2	40.00
90	UNLD	SRN	5479	A	PULPBOARD	3/30/05	6:00	4/06/05	16:10	4/07/05	13:15	9	2	280.00
91	UNLD	ASAB	7396	A	PULPBOARD	3/30/05	6:00	4/06/05	16:10	4/06/05	19:00	8	2	240.00
92	UNLD	KCS	115487	A	PULPBOARD	3/28/05	19:00	4/06/05	16:10	4/06/05	19:00	9	2	280.00
93	UNLD	KCS	129428	A	PULPBOARD	3/28/05	19:30	4/06/05	12:10	4/06/05	16:00	9	2	280.00
94	UNLD	EEC	404	A	PULPBOARD	4/01/05	5:00	4/05/05	19:30	4/06/05	12:00	6	4	80.00
95	UNLD	EEC	1317	A	PULPBOARD	4/01/05	5:00	4/05/05	19:30	4/06/05	12:00	6	4	80.00
96	UNLD	NS	463530	A	PULPBOARD	4/01/05	5:00	4/05/05	15:45	4/06/05	12:00	6	4	80.00
97	UNLD	EEC	451	A	PULPBOARD	4/01/05	5:00	4/05/05	15:45	4/05/05	19:00	5	4	40.00
98	UNLD	NS	472224	B	PULPBOARD	4/01/05	5:00	4/05/05	15:45	4/05/05	19:00	5	4	40.00
99	UNLD	NS	472218	B	PULPBOARD	3/31/05	5:00	4/04/05	15:15	4/05/05	15:30	6	4	80.00
100	UNLD	NS	472213	B	PULPBOARD	3/11/05	3:05	4/04/05	19:00	4/05/05	10:45	26	4	880.00
101	UNLD	NS	472418	B	PULPBOARD	3/31/05	5:00	4/04/05	19:00	4/05/05	10:45	6	4	80.00
102	UNLD	NS	472230	B	PULPBOARD	3/31/05	5:00	4/04/05	15:15	4/04/05	19:00	5	4	40.00
103	UNLD	NS	472375	B	PULPBOARD	3/31/05	5:00	4/04/05	15:15	4/04/05	19:00	5	4	40.00
104	UNLD	NS	463802	A	PULPBOARD	3/24/05	3:30	4/04/05	10:05	4/04/05	14:00	12	4	320.00
105	UNLD	NS	467168	A	PULPBOARD	3/24/05	3:30	4/04/05	10:05	4/04/05	14:00	12	4	320.00
106	UNLD	TASD	79062	B	PULPBOARD	3/31/05	5:00	4/04/05	10:05	4/04/05	14:00	5	4	40.00
107	UNLD	ASAB	7506	A	PULPBOARD	3/11/05	3:05	4/01/05	15:45	4/04/05	10:00	25	4	840.00
108	UNLD	CIRR	8022	A	PULPBOARD	3/11/05	3:05	4/01/05	15:45	4/04/05	10:00	25	4	840.00
109	UNLD	SOU	550476	A	PULPBOARD	3/24/05	3:30	4/01/05	15:45	4/04/05	10:00	12	4	320.00
110	UNLD	CIRR	2043	A	PULPBOARD	3/11/05	3:05	4/01/05	13:10	4/01/05	15:00	22	4	720.00
111	UNLD	NW	603557	A	PULPBOARD	3/11/05	3:05	4/01/05	13:10	4/01/05	15:00	22	4	720.00
112	UNLD	SOU	550799	A	PULPBOARD	3/11/05	3:05	4/01/05	13:10	4/01/05	15:00	22	4	720.00
113	UNLD	NS	472075	B	PULPBOARD	3/11/05	3:05	3/31/05	15:00	4/01/05	13:00	22	4	720.00
114	UNLD	NS	472321	B	PULPBOARD	3/25/05	6:00	3/31/05	10:45	4/01/05	13:00	8	4	160.00
115	UNLD	SOU	565552	A	PULPBOARD	3/11/05	3:05	3/31/05	15:00	4/01/05	13:00	22	4	720.00
					TOTAL UNLOADING						115 CARS	1165	326	33,560.00
					TOTAL FOR SAPT RAILROAD						115 CARS	1165	326	33,560.00

DEMURRAGE INVOICE USING STRAIGHT CALCULATIONS

For cars released from 5/01/05 thru 5/31/05

In account of:

CAPITAL CARGO
GARDEN CITY TERMINAL

Attn:

Please Remit to:

Savannah Port Terminal RR, Inc

Attn:

Station: 1000 SAPT RAILROAD
Run Date: 6/02/05
Invoice Date: 6/02/05

Demurrage Agreement: UNLOAD

Invoice # 752
Page 1

Seq	Held For	Car		Car Typ	Commodity	-PCON/Ordered- Date	Time	----Placed---- Date	Time	---Released--- Date	Time	Total Days	Credit Days	Amount Due
1	UNLD	CSXT	122940	A	PULPBOARD	4/18/05	10:00	5/19/05	10:35	5/19/05	14:00	31	2	[redacted]
2	UNLD	RBOX	43389	B	PULPBOARD	4/18/05	10:00	5/19/05	10:35	5/19/05	14:00	31	2	[redacted]
3	UNLD	CSXT	508018	A	PULPBOARD	4/18/05	10:00	5/18/05	21:00	5/19/05	10:00	31	2	[redacted]
4	UNLD	GMRC	10358	A	PULPBOARD	4/18/05	10:00	5/05/05	11:00	5/19/05	10:00	31	2	[redacted]
5	UNLD	RBOX	31902	B	PULPBOARD	4/18/05	10:00	5/18/05	21:00	5/19/05	10:00	31	2	[redacted]
6	UNLD	CSXT	140076	A	PULPBOARD	4/18/05	10:00	5/05/05	11:00	5/18/05	17:00	30	2	[redacted]
7	UNLD	CSXT	141494	A	PULPBOARD	4/18/05	10:00	5/05/05	11:00	5/18/05	17:00	30	2	[redacted]
8	UNLD	EEC	748	A	PULPBOARD	4/22/05	3:15	5/04/05	16:50	5/05/05	10:45	14	4	400.00
9	UNLD	NS	454351	A	PULPBOARD	4/21/05	3:00	5/04/05	16:50	5/05/05	10:45	15	4	440.00
10	UNLD	NS	472289	B	PULPBOARD	4/21/05	3:00	5/04/05	16:50	5/05/05	10:45	15	4	440.00
11	UNLD	EEC	1339	A	PULPBOARD	4/18/05	10:00	5/04/05	10:00	5/04/05	16:45	16	2	560.00
12	UNLD	EEC	2622	A	PULPBOARD	4/18/05	10:00	5/04/05	10:00	5/04/05	16:45	16	2	560.00
13	UNLD	NS	451278	A	PULPBOARD	4/20/05	2:00	5/04/05	10:00	5/04/05	16:45	15	2	520.00
14	UNLD	NS	472229	B	PULPBOARD	4/20/05	2:00	5/03/05	13:00	5/04/05	10:00	15	2	520.00
15	UNLD	NS	472334	B	PULPBOARD	4/20/05	2:00	5/03/05	20:10	5/04/05	10:00	15	2	520.00
16	UNLD	NS	472454	B	PULPBOARD	4/20/05	2:00	5/03/05	20:10	5/04/05	10:00	15	2	520.00
17	UNLD	EEC	206	A	PULPBOARD	4/20/05	2:00	5/03/05	13:00	5/03/05	17:30	14	2	480.00
18	UNLD	NS	463420	A	PULPBOARD	4/20/05	2:00	5/03/05	13:00	5/03/05	17:30	14	2	480.00
19	UNLD	EEC	2984	A	PULPBOARD	4/26/05	4:05	5/02/05	13:00	5/03/05	11:30	8	2	240.00
20	UNLD	NS	451033	A	PULPBOARD	4/19/05	4:00	5/02/05	18:00	5/03/05	11:30	15	2	520.00
21	UNLD	SOU	550272	A	PULPBOARD	4/19/05	4:00	5/02/05	18:00	5/03/05	11:30	15	2	520.00
22	UNLD	CSXT	130356	A	PULPBOARD	4/26/05	4:05	5/02/05	13:00	5/02/05	18:00	7	2	200.00
23	UNLD	SOU	550586	A	PULPBOARD	4/26/05	4:05	5/02/05	13:00	5/02/05	18:00	7	2	200.00
24	UNLD	CIRR	90281	A	PULPBOARD	4/19/05	4:00	4/29/05	17:00	5/02/05	12:30	14	2	480.00
25	UNLD	NS	472430	B	PULPBOARD	4/19/05	4:00	4/29/05	17:00	5/02/05	12:30	14	2	480.00
26	UNLD	NS	472467	B	PULPBOARD	4/19/05	4:00	4/28/05	15:30	5/02/05	12:30	14	2	480.00
					TOTAL UNLOADING						26 CARS	473	58	16,600.00
					TOTAL FOR SAPT RAILROAD						26 CARS	473	58	16,600.00
					TOTAL FOR CAPITAL CARGO						26 CARS	473	58	16,600.00

-8040.-

$8560-

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Docket No. FD34920

AFFIDAVIT OF JIM BULONE IN SUPPORT OF SAVANNAH PORT TERMINAL RAILROAD, INC.'S PETITION FOR DECLARATORY ORDER- CERTAIN RATES AND PRACTICES AS APPLIED TO CAPITAL CARGO, INC.

STATE OF FLORIDA }
COUNTY OF DUVAL }

Before me, the undersigned authority, this day personally appeared Jim Bulone, who being first duly sworn by me, deposes and says:

My name is Jim Bulone. I am over eighteen (18) years of age. I have personal knowledge of the following matters.

1. I have been employed by Rail Link, Inc. (hereinafter "Rail Link") for approximately five (5) years.

2. I have been the Assistant Manager of Customer Service ("Assistant Manager") for the Savannah and Brunswick locations for approximately 3 ½ years.

3. As the Assistant Manager, I am responsible for running all of the clerical work and invoicing pertaining to Savannah Port Terminal Railroad, Inc. (hereinafter "SPTR"). As such, I also have personal knowledge of the service issues or problems that affecting billing.

4. I have been responsible for handling the billing regarding Capital Cargo, Inc. ("Capital Cargo") since approximately May of 2002.

5. Since that time, Capital Cargo has continued to lease a three-car track at the Savannah Port, which is inadequate for handling the amount of business conducted by Capital Cargo.

6. Throughout the years of providing Capital Cargo with service, Capital Cargo usually had five (5) to ten (10) cars in the yard at any time, waiting to be delivered for unloading.

7. Although SPTR was only obligated to provide one three-car delivery per day, when SPTR was able to accommodate Capital Cargo by making additional deliveries, it would.

8. When timely requested, SPTR always provided Capital Cargo with three (3) deliveries per day when SPTR was able to accommodate the requests. Capital Cargo could only accept three (3) railcars at a time, despite more cars being available for delivery by SPTR. Capital Cargo would have to unload the three (3) cars, and then request three (3) more. This was the regular process. On the occasions when SPTR was unable to accommodate the requests to provide three (3) deliveries per day, it was only due to heavy rail car traffic and rail car congestion at the terminal.

9. Traffic at the Savannah Port is the main factor in determining the number of deliveries that can be made for each customer. All railcars delivered to the terminal must ultimately be hauled to the designated customers at the Port. SPTR has no control over the deliveries to the terminal as this is a result of Port customers ordering delivery of their needed products. This necessarily leads to congestion at the terminal from time-to-time.

10. As in any railroad operation, in the event of congestion at the terminal, SPTR has elected in the past to prioritize deliveries to customers with large facilities and larger tracks that can accommodate the delivery of greater numbers of railcars. For example, one customer that the Port had and continues to have the ability to receive more than forty (40) railcars on a single delivery. This prioritizing cleared the terminal congestion and enhanced the flow of railcars through the terminal to the benefit of all customers, including Capital Cargo.

11. These decisions by SPTR to clear congestion did not increase profitability. It was never at the expense of making at least one (1) delivery, if not two (2), per day to Capital Cargo. One delivery per day was infrequent and only occurred when the Port was unusually busy.

12. Likewise, SPTR does not increase its profit when it decides that it is more efficient to clear a congested terminal by gathering and delivering forty (40) railcars instead of performing another three (3) railcar delivery to Capital Cargo. If SPTR halted its efforts to clear congestion at the terminal in order to deliver three (3) more railcars to Capital Cargo and as a result, congestion worsened, then Capital Cargo's next delivery would suffer as well as all other deliveries to all other customers at the Port.

13. Federal Regulations prevent SPTR from being permitted to travel outside the twenty-three miles of track at the Port. On the unusual occasion that SPTR sought and received permission to travel along railroad tracks owned by other companies, it was exclusively for the purpose of servicing existing Port customers, not new customers, and the regular railcar service provided at the Savannah Port was not affected at all.

14. There were no new customers along these tracks from November 1, 2004 though May 2005 when the majority of Capital Cargo's demurrage accrued. During the earlier portion of the period of time in question, from April 1, 2003 to November 1, 2004, SPTR actually had two (2) additional customers that stopped using the Port rail services.

15. SPTR offered to make extra crews available to Capital Cargo, but Capital Cargo refused to pay for these crews, thus contributing to the resulting demurrage charges. In addition, SPTR offered to deliver at expanded delivery times. Capital Cargo refused to work later in the evening or on weekends.

16. In May 2005, and because Capital Cargo was already two (2) years behind in demurrage, Capital Cargo was placed on a cash-only basis whereby Capital Cargo was required to pay the demurrage owed on the three cars on its tracks before additional cars could be delivered for unloading. Capital Cargo's refusal to pay the demurrage owed only caused a further back up of cars and additional demurrage.

FURTHER AFFIANT SAYETH NAUGHT.

JIM BULONE

STATE OF FLORIDA
COUNTY OF DUVAL

SWORN TO AND SUBSCRIBED before me for the purposes set forth therein by Jim Bulone who first took an oath and who is either personally known to me or who produced the type of identification described below, this 2 day of August 2006.

(Signature of NOTARY PUBLIC, State of Florida)

SEAL

Personally known ✓ or,
produced _____ as identification

KAREN R. MCCLASKEY
Commission # DD0226985
Expires 8/26/2007
Bonded through
Florida Notary Assn., Inc.
(800-432-4254)

IN THE SUPERIOR COURT OF CHATHAM COUNTY

STATE OF GEORGIA

CAPITAL CARGO INCORPORATED,

Plaintiff,

vs. CIVIL ACTION NUMBER

05-0755-AB

RAIL LINK, INC., AVANNAH PORT TERMINAL RAILROAD, INC., and GEORGIA PORTS AUTHORITY

Defendants.

----------/

The deposition of WILLIAM ALLEN JASPER, a witness in the above-entitled cause, taken pursuant to Notice and agreement, before Kyle J. Saniga, Certified Court Reporter and Notary Public, at the Law Offices of Ranitz & Mahoney, 110 East Oglethorpe Avenue, Savannah,Georgia, on the 30th day of August 2005, commencing at or about the hour of 1:40 p.m.

COASTAL COURT REPORTING & VIDEO SERVICES

EXHIBIT R

APPEARANCES OF COUNSEL:
FOR THE PLAINTIFF:
RONALD BERRY, ESQUIRE
134 Habersham Street
Post Office Box 10223
Savannah, Georgia 31401

FOR THE DEFENDANT:
P. CAMPBELL FORD, ESQUIRE
Ford, Miller & Wainer, P.A.
1200 Riverplace Boulevard
Suite 600
Jacksonville, Florida 32207

FOR THE DEFENDANT:
DRAUGHN B. WHITEHEAD, ESQUIRE
Ranitz, Mahoney & Mahoney P.C.
110 East Oglethorpe Avenue
Post Office Box 786
Savannah, Georgia 31402

ALSO PRESENT:
Kenneth Meyers

INDEX

PAGE

OPENING REMARKS AND STIPULATIONS ---------- 3

DIRECT EXAMINATION:
By Mr. Berry ---------- 5
CROSS-EXAMINATION:
By Mr. Ford ---------- 155
REDIRECT EXAMINATION:
By Mr. Berry ---------- 160
RECROSS-EXAMINATION:
By Mr. Ford ---------- 163
REDIRECT EXAMINATION:
By Mr. Berry ---------- 167

COASCERTIFICATE ---------- 175

(Disclosure was made pursuant to O.C.G.A. annotated 9-11-28 (c) and (d) and 15-14-37 (a), (b) and (c).)

WILLIAM ALLEN JASPER,

having been produced and first duly sworn as a witness, testified as follows:

MR. BERRY: This will be the 30(b)(6) deposition of SPTR and I have an original notice and an amended 30(b)(6) notice and I recently got a letter back in response to the amended notice, I'm going to let you tell me where I stand in terms of who's being designated for what.

MR. FORD: I don't know what to tell you, I mean you sent me an amended notice on Friday. All I said was presumably Mr. Jasper -- to the extent he can address whatever your new issues are he will. We just weren't going to go like back through and designate a new person for, you know, areas of knowledge that he might not have about

but I have every confidence, without having specifically asked him, that he generally knows the information you want to know.

MR. BERRY: Is he being designated under the second notice?

MR. FORD: I'll be honest with you, I don't know because I didn't go through the details with him, I didn't get that opportunity.

MR. BERRY: Well, why don't we remind ourselves to ask that question at the end of the deposition but at some point I've got to know whether what he's saying is on behalf of the company as it relates to the second notice so, you know, you can't -- it's hard to have this never, never land where you say I don't know whether he's speaking on behalf of the company or not.

MR. FORD: That's actually a different question. I mean I don't mind him -- to the extent he has

knowledge, he's appearing here as a 30(b)(6) witness. I'm only saying he may not have knowledge on some of the areas you've designated because we got him at the last second.

MR. BERRY: So --

MR. FORD: And we're producing the same exact person no matter what your notice says.

MR. BERRY: So if I understand it correctly you're saying if he provides me an answer he is doing so as a designated representative of SPTR for the topic that's being discussed.

MR. FORD: Correct.

MR. BERRY: Okay.

DIRECT EXAMINATION

BY MR. BERRY:

Q All right. Let me get you to state your full name for the record, please.

A William Allen Jasper J-a-s-p-e-r.

Q And how are you currently employed, sir?

A Vice-president Operations Services for

BERRY - JASPER (DIRECT EXAMINATION)
Rail Link Incorporated.
Q That's Rail Link out of Jacksonville?
A Correct.
Q Okay. And how long have you held that job?
A Approximately five years.
Q And prior to that?
A For a short time period I was Vice President of field operations.
Q At Rail Link?
A At Rail Link.
Q For how long?
A Six months.
Q And prior to that?
A I was general manager of administration for Rail Link Incorporated.
Q For how long?
A Three to four years, something like that.
Q And prior to that?
A I was operations manager for Commonwealth Railway which is a subsidiary of Rail Link Incorporated.
Q I'm sorry, what was your position?

BERRY - JASPER (DIRECT EXAMINATION)
A Operations manager.
Q And how long did you hold that job?
A For approximately two years.
Q How close are we getting to the end of your Rail Link?
A A total of sixteen years.
Q We've got a ways to go four -- fourteen, no, we're not far, we ought to be -- you say how many years, sixteen?
A Sixteen.
Q Well, we've used up sixteen. You got anything else with Rail Link?
A A short time about a one year as operations manager for Carolina Coastal Railway.
Q Which is a subsidiary of Rail Link?
A Correct.
Q Now, what is the exact relationship between SPTR and Rail Link?
A Rail Link manages SPTR.
Q Okay. You have called some of the other companies subsidiaries of Rail Link, do you qualify SPTR as a subsidiary of Rail Link?
A No, SPTR is a wholly owned subsidiary of Genese and Wyoming which is the parent

BERRY - JASPER (DIRECT EXAMINATION)
company of Rail Link, as well.
Q Okay. I'm not one of these corporate guys but what's the name of it, G & Y?
A Genese & Wyoming.
Q And it wholly owns Rail Link?
A Correct.
Q And SPTR?
A Correct.
Q And there's a management contract between Rail Link and SPTR?
A No, there's no agreement. Genese & Wyoming is divided into regions and the Rail Link region has management responsibility for Savannah Port Terminal Railroad.
Q Okay. So you have regionals, Rail Link is not the only regional they have?
A That's correct.
Q And then underneath the regionals you have locals?
A Yes, individual companies, yes.
Q Okay. And so have I got the corporate flow here running right, G & w at the top flows to a regional and then to the local?
A That's correct, in terms of management.

BERRY - JASPER (DIRECT EXAMINATION)
Q Management. Is there any written documentation that controls the nature of the management relationship between Rail Link and SPTR?
A There's not.
Q Okay. And when you say management, you're talking about advice and consultation or more than that?
A That includes providing management guidance, but in also corporate support in terms of payroll, budgeting, purchasing, those type things.
Q So, correct me if I'm wrong but capital expenditures need to be funded through Rail Link for the SPTR operation?
A Capital requests are established by -- at the regional level and submitted to Genese & Wyoming for final approval.
Q All right. After Genese & Wyoming approve a capital request, is the check issued from Rail Link or is the money funded directly to SPTR who then writes a check, if it's an SPTR expense?
A Any funds expended on behalf of SPTR

would be issued out of their --
Q Directly out of their account?
A Their accounts, yes.
Q So the funds would come from who, G & W or Rail Link?
A The funds -- each company has it's own cash account and the approval or authorization would be -- would be issued initially by Genese & Wyoming through Rail Link and if SPTR needs to spend money then they have their own account.
Q They've got their own means to --
A Their own books and their own --
Q To generate the money needed. They don't have to look to Rail Link or G & W to get money?
A Well, in terms if it's a very large capital expenditure intercompany transactions are performed to put the cash in their account.
Q Could it come from Rail Link and/or G & W or does --
A Either or both.
Q Okay.
A Or it could even come from a sister company.

Q Okay. And I was more along the lines of talking about resources for the actual operation of SPTR, other than money, like, for instance, engines and personnel and things of that nature, does Rail Link provide engines and/or personnel to SPTR for operation purposes?
A No. The SPTR would -- owns it's own locomotives, it has it's own employees.
Q Okay. And so the payroll for -- you said there was some payroll management from Rail Link but that doesn't mean that we don't keep separate employees at the two different companies, correct?
A That's correct.
Q So if we wanted to find to John Doe who happens to work on one of the SPTR engines, his paycheck comes from SPTR, correct?
A That is correct.
Q And the rail -- the engine that he's working on is owned by SPTR, is that correct?
A That is correct.
Q Okay. Now, you've -- what is the jurisdiction of SPTR, in your mind? In other words, what, you know, on the ground services do

they provide?
A Can you rephrase that, I'm not sure what you're asking.
Q Where are they, what is SPTR doing on a day-to-day basis? They're moving cargo from who to who and where?
A They're providing rail service on Georgia Port Authority's Garden City terminal.
Q Okay. And so I've seen an easement, you've seen the easement agreement, right, between --
A Yes.
Q Okay. And does that easement agreement accurately reflect the physical boundaries within which SPTR provides it's rail services?
A Yes.
Q Okay. Now, we've had some discussion, earlier today, about -- help me out, the engine may be owned by SPTR but it may be painted orange and it might have the Rail Link logo on it or no?
A It may have.
Q I'm just trying to figure out, how do we look at an engine and know whether it's an

SPTR or Rail Link engine?
A The locomotive is identified with a number, for example, 1001 that can be tied back to the fixed asset ledger which would identify the ownership of it.
Q What I guess I'm saying is if it is an SPTR engine and it's owned by SPTR, why would you have a Rail Link logo on it?
A The engine may have been in service with the Rail Link company prior and was transferred over to the SPTR.
Q To your knowledge, does SPTR have a logo or a painting, a painting system for their engines that would differ from Rail Link like green instead of orange and a logo that has SPTR on it instead of Rail Link?
A The Genese & Wyoming color scheme is to have orange and yellow and black and there's a defined pattern that these engines will be painted and then a logo attached to it. Some engines have been painted, some have not, some have -- Savannah Port terminal, for example, does not have it's own logo.
Q Okay.

BERRY - JASPER (DIRECT EXAMINATION)

A And it may --

Q So bottom line is, we're not going to go out there looking for an engine that's got SPTR written on it?

A No.

Q It's going to have Rail Link written on it but that doesn't mean that SPTR doesn't own it?

A That's correct.

Q Okay. And then about this white engine that we were trying to chase down a little while ago, there seems to some anecdotal evidence of a new rail engine, relatively new appearing on the scene that is going back and forth between the CSX holding facility out here at I-16 and Lyne's Parkway back and forth to the terminal and it's white, do you know anything about that?

A We do you make transfers from the CSX intermodal yard to the Garden City terminal, that engine -- I don't recall about that engine, specifically.

Q Do you know about what it -- what colors these engines are painted, have you physically been out there to look at them and

BERRY - JASPER (DIRECT EXAMINATION)

tell me?

A Sometime ago, it's been over a year that I've been out there.

Q There wouldn't have been a white one out there then, okay, because at least anecdotally we haven't seen that engine for a year, it's been more recent than that, so if that engine hadn't been there a year ago, would have any reason to know whether that engine had been brought into service at SPTR since your last visit?

A I do not recall specifically when the engine arrived that you're referring to.

Q I guess what I'm trying to say is are you in a position to know if SPTR's going to bring a new engine on line, has that come across your desk?

A Yes, if they were going to make a new acquisition I would be aware of it.

Q Okay. And have they or have they not made a new acquisition of an engine within say the last eight to nine months?

A I'm not aware of one, no.

Q All right. Let me change that to say

BERRY - JASPER (DIRECT EXAMINATION)

within the last year?

A I'm not aware of one.

Q How about the last two years?

A To my recollection the three locomotives that we purchased at the time we started the service there are still the ones there.

Q Okay. And those are -- you heard Mr. Meyer talk about a 1001 and a 1003, do those numbers sound familiar to you?

A Yes.

Q And what would about the identifying number or other characteristic for the third engine, if you know?

A I believe it is the 1002.

Q Well, there you go, some things are simple. And these would all then be orange engines that came from Rail Link?

A I'm not -- I do not recall whether or not they're all painted nor not.

Q Okay.

MR. FORD: Is painting on the 30(b)(6) I missed that. We'd nail down the painting if you'd asked us to.

BERRY - JASPER (DIRECT EXAMINATION)

MR. BERRY: I don't know, I'll have to check it.

BY MR. BERRY:

Q Do you recall?

A I don't recall it being --

Q There you go, maybe it wasn't.

MR. FORD: Just checking.

BY MR. BERRY:

Q Okay, all right. So, in any event, it's your understanding that the same three engines that have been servicing the Garden City terminal facility prior to the introduction of SPTR were the same three engines that had been servicing that same book of business since SPTR's arrival up until today, is that fair?

A It's my recollection that the same three engines that we began service with in 1998 are still there.

Q Still the same ones, okay. Now, have -- has --

MR. FORD: He said for Garden City, is it limited to just Garden City, the three locomotives?

MR. BERRY: Well, I'm going to

BERRY - JASPER (DIRECT EXAMINATION)

give him a chance to clarify that.

MR. FORD: All right.

BY MR. BERRY:

Q We've had -- you just mentioned the fact that the intermodal I think is what you referred to, yard for CSX out on I-16 is a place where somebody takes engines to go grab cars and bring them over to the Garden City Port facility, is that correct?

A It's my understanding, and I'm not in operating -- I don't have an operating role, so, it's my understanding that the crew that is assigned to our operation at the CSX yard makes a transfer to the Garden City terminal, in other words, brings cars and picks up cars and returns to the CSX yard with them and would use their own engine for that purpose.

Q Okay. So the engine -- you're saying that the engine, at least as it's designed, intended to be operating is that the three cars that you just mentioned to me, 1001, 1002 and 1003 should not find themselves over at the CSX yard, is that correct?

A That's not accurate. We may -- in

terms of doing maintenance we may rotate engines in and out to --

Q How about would we expect to see a 1001, 1002 or 1003 engine over here at President Street east of downtown working the Savannah River plants? Are you familiar with Savannah?

A I'm assuming that you're referring to what we refer to as our Savannah Wharf operation.

Q It's east of downtown in between Savannah and the beach --

A Yes.

Q -- along the river?

A Would not normally expect to see those engines there.

Q Okay.

A In my --

Q Your understanding the way it's supposed to normally operate but then I assume you'd give me the same caveat which is that from time to time the engine normally allocated to make that run maybe in maintenance or service and you might have to bring in a train from the port to cover for it?

A That's correct. And also the -- our operation with the CSX intermodal yard we're able to access Garden City through a trackage rights arrangement. The Savannah Wharf league that you were just inquiring about is not contiguous to our track and we do not have operating rights to move locomotives between that location and Garden City or that location and the CSX intermodal yard so, in that case I would not expect to see any transfer of locomotives.

Q So what you're telling me is that if we're going to get an engine from the port terminal facility, either 1001, 1002 and 1003 to use it for purposes of your Wharf business, that it's going to have to leave the Garden City terminal, go out to CSX and then go out to the Wharf?

A That is correct and CSX would have to move the locomotives for us.

Q Oh, y'all don't have the jurisdiction or the authority to operate the train on that line?

A That's correct, between the two points.

Q Well now, I'm not taking cargo, I'm not taking cargo from the Garden City terminal, I'm just saying, with an empty train I'm going to leave the Garden City terminal, I'm going to go over to the intermodal facility at CSX, I'm going to pickup some cargo and I'm going to run it over to the Wharf businesses?

A We do not have operating rights to even --

Q You couldn't do it?

A We couldn't do it, it's not our track.

Q All right. So how is it, then, that you use that same track to leave the intermodal facility and take cargo over to the wharf?

A We have a specific trackage rights agreement with CSX to traverse their track between those two points.

Q Okay. Even on a maintenance basis you couldn't say, we're substituting trains here and we operating under the same --

A No, there's no --

Q -- rights?

A -- there's no rights to do that.

Q Okay. So, what does this train look

BERRY - JASPER (DIRECT EXAMINATION)

like that you're telling me a train has been assigned to -- now who's running this CSX intermodal business?

A We have a contract with CSX intermodal to provide switching and their -- what's referred to as their Savannah yard.

Q Who is we?

A Golden Isles Terminal Railroad.

Q And who is Golden Isles Terminal Railroad as it relates to either Rail Link or G & W?

A Golden Isles Terminal Railroad is a wholly owned subsidiary of Genese & Wyoming.

Q Are they also managed by Rail Link?

A They're part of the Rail Link region and are managed by.

Q Same vertical relationship that SPTR has?

A That is correct.

Q Okay. And does Golden Isles Terminal use their own engines?

A Yes, they have their own engines assigned.

Q And what do they -- does Golden Isles

BERRY - JASPER (DIRECT EXAMINATION)

have its own logo?

A They do not.

Q So they're going to be having Rail Link -- orange Rail Link logo engines just like SPTR?

A They may have -- may or may not have the Rail Link logo and they may or may not have been painted.

Q Okay. If they've been painted orange they're going to get a Rail Link logo as opposed to a Golden Isles logo?

A May or may not, that's -- if they've been -- they may or may not.

Q Well, you told me that SPTR doesn't have a logo, correct?

A Correct.

Q Why don't -- you're telling me Golden Isles does have a logo?

A No, they do not have a logo.

Q So how are they going to end up with their logo on a train if they ain't got one?

MR. FORD: He never said that they had a logo.

MR. BERRY: He said that they may or may not.

BERRY - JASPER (DIRECT EXAMINATION)

MR. FORD: Be painted was your question.

BY MR. BERRY:

Q No no, I'm talking about being painted with a logo that says Golden Isles on it. It's impossible for there to be a train out there with a Golden Isles logo because there's no such thing as a Golden Isles logo, correct?

A That's correct.

Q Okay. So all we're talking about is it's possible it could be orange. Now when they paint them orange do they always put a logo on them or do they sometimes just paint them and leave them without a logo.

A Sometimes they do not put a logo and I understood your question to be whether or not they would have a Rail Link logo.

Q Okay.

A And my answer to that was they may or may not have a Rail Link logo.

Q OKAY.

MR. FORD: Me too.

BY MR. BERRY:

Q And so what you're telling me is that

BERRY - JASPER (DIRECT EXAMINATION)

if we see an orange train, whether it's got -- and I'll tell you it's got a Rail Link logo on it because I've seen it.

A Uh-huh.

Q All right. If we see an orange train down here on President Street holding me back for about forty-five minutes moving me across President Street in the afternoon that is a Golden Isles terminal engine?

A Most likely, yes.

Q Well, why do you say most likely?

A Well, I -- you're asking me about an operation that I have not visited and you refer to President Street and I --

Q That's the wharf business?

A Yeah, but I have not personally -- I don't know if CSX crosses President Street, I just -- I'm not familiar with the territory.

Q But it's orange and it's got Rail Link written on it, that rules out CSX, doesn't it?

A Not -- railroads in some cases will lease locomotives back and forth and another railroad from the west could have an orange locomotive, I mean orange is not --

BERRY - JASPER (DIRECT EXAMINATION)

Q But not with Rail Link written on it?
A No.
Q Okay. I've got Rail Link on mine.
A Okay. If you've got Rail Link it's our engine.
Q It's Golden Isles engine?
A Well it's -- yes, it's under our umbrella.
Q Okay.
MR. FORD: With the caveat that he doesn't know where President Street is so, you keep flipping that out and he keeps telling you he doesn't know where that is.
MR. BERRY: It's the way you get out to the beach.

BY MR. BERRY:

Q All right. So if I understand it, then, at the end of the day -- well then explain to me, then, all right, you heard what Mr. Myers said, he said he saw let's just say 1001, all right, orange Rail Link written on it, the same crew, okay, that serves him at his facility on the port, all right, leaving the port, based on

BERRY - JASPER (DIRECT EXAMINATION)

what you've told me so far, you don't have a reasonable explanation for how that event could have occurred?
MR. FORD: Is that a question?

BY MR. BERRY:

Q Do you?
A I'm not sure what your question is.
Q You've told me that there's no jurisdiction, right, there's no jurisdiction for an engine to leave the Garden City terminal and be used for the intermodal business.
A No, that's not what I said. We have a trackage rights arrangement to go between the Garden City terminal and CSX's intermodal yard.
Q Okay.
A We do not have trackage rights to go from either of those points to the Savannah wharf operation.
Q Okay. Now can you use -- who 's -- when you say we've got the trackage rights, we're back to Brunswick, right? Or is it SPTR? Who's got the trackage rights between the intermodal facility and Garden City?
A Corporately I do not recall if it's in

BERRY - JASPER (DIRECT EXAMINATION)

the name of Golden Isles or Rail Link.
Q It's not SPTR?
A And I do not recall who the -- if SPTR was granted the rights versus Golden Isles versus Rail Link.
Q What -- so regardless of what the document says, is -- from a practical day-to-day operational point of view, do you know of any limitations on which engines and which personnel can be utilized to run this intermodal to the Garden City business?
A My recollection is that we can make the trip from either point.
Q So we can use the SPTR folks if we want, is that fair?
A I believe we can, yes.
Q Or we can use the Golden Isles folks that are down at the CSX yard?
A Yes.
Q And Rail Link's not in this one, is that right? They don't have a dog in this fight, in other words, Rail Link, per se, doesn't have engines and personnel at the CSX yard or at the Garden City yard to get involved

BERRY - JASPER (DIRECT EXAMINATION)

in this, right?
A That is correct.
Q So our choices are either Brunswick or SPTR and you're saying it's both on this particular line?
A I'm saying I believe that is to be the case, yes.
Q And you would have to look at what to confirm that?
A The trackage rights agreements with CSX.
Q All right. And when did this trackage rights agreement come into existence, approximately?
A Approximately November of 2004.
Q And from a practical point of view, what has to happen, in other words, what's the obligation, how often and how much does -- needs to be carried back and forth in a given day?
A My understanding of the operating process is that there's one round trip made per day.
Q Okay. And based on what you've told me, it could either initiate from the CSX yard

BERRY - JASPER (DIRECT EXAMINATION)

with a Garden City engine that's sitting there --

A Uh-huh.

Q -- and it could make a trip to Garden City and then come back or it could initiate from the Garden City terminal with an SPTR engine, right?

A I -- it can definitely originate at the CSX intermodal yard. I believe it can register or originate at the Garden City terminal yard.

Q And you could send the Golden State engine into the Garden City yard to initiate or you could send the SPTR engine from the Garden City terminal to the intermodal yard to initiate?

A Can you --

Q Let's say you've got the Garden City -- I mean the Golden Isles engine is tied up making it's run down to the wharf, okay, but you want to go ahead and get your intermodal run between Garden City and the intermodal yard done so you could just call up the guys down at Garden City and say, get your engine over here to CSX, y'all are going to be making the run today?

BERRY - JASPER (DIRECT EXAMINATION)

A It's my understanding that that -- if it works that way as designed on a exception, is performed on an exception basis.

Q As in?

A The structure of the operating plan is to have the crew at CSX's intermodal yard perform this transfer service.

Q Because the cargo is always leaving CSX and coming to Garden City, right? Y'all don't have cargo running the opposite direction or do you?

A We have the empty intermodal or the intermodal traffic out of the port for CSX goes back to the CSX.

Q The empty rail cars?

A Well, they could be -- they can be loaded, as well.

Q Okay. So it's going both ways?

A Yes.

Q The cargo's running both ways so --

A But it's only intermodal traffic not box car traffic.

Q I don't guess I don't understand what intermodal is.

BERRY - JASPER (DIRECT EXAMINATION)

A Intermodal would be your container traffic.

Q Okay. But it's on a rail car?

A Yes.

Q Okay. So you got --

A I'm just saying there's a distinction between --

Q Y'all make a distinction but I'm just saying, from a physical point of view, you're carrying stuff from Point A to Point B sometimes and from Point B to Point A, sometimes usually on a round trip basis, right?

A Correct.

Q Okay. And you're telling me that the design -- now is there a piece of paper somewhere when you say that the corporate design is for the Golden Isles train located at the CSX facility to initiate the run with cargo from the intermodal CSX terminal, bring it into Garden City and then make the return trip, is that a fair characterization --

A Yes.

Q -- of what you just told me? Is there a piece of paper somewhere that says, somehow

BERRY - JASPER (DIRECT EXAMINATION)

muckety-muck guy that sits down and says this is the plan?

A There may be that written down, I'm not sure.

Q I mean what would you call it? Where would you go look if you wanted -- is there some kind of common terminology that's used to describe that?

A When we offered our proposal to CSX to perform the service we would have probably have outlined how we expected to perform it and I would assume it would be there.

Q Is there any guarantees as to how many trips will be made, either on a per day or per month or per week basis?

A Not in terms of guarantees I do not believe there are.

Q Do you know of any guarantees that Rail Link or SPTR have entered into with respect to this specific issue of saying, I'm going to -- we're going to make -- between Point A and Point B and I don't care what Point A is and I don't care what Point B is, we're going to make a certain amount of deliveries per day, per week,

BERRY - JASPER (DIRECT EXAMINATION)
per month?
A No, there's no guarantees.
Q All right. And the reason -- there's a reason for that, right, I mean there's a lot of customers that would like to have that, wouldn't they?
A Yes.
Q But there's a reason why you guys can't -- you don't do it because you can't do it, right?
A Well, to guarantee something means you're going to --
Q You're going to do it.
A You're going to do it.
Q I understand that. And the reason you guys don't want to guarantee it because you like to reserve the ability to react to, you know, the big picture, so to speak on what's going on out there and difficulties we might have to address that are unanticipated and so forth, we reserve the right to be able to flex, right?
A That's correct.
MR. FORD: Object to form.
BY MR. BERRY:

BERRY - JASPER (DIRECT EXAMINATION)
Q Okay. But there's no legal impediments on y'all entering into guarantees if you want to, is there? I mean do they teach you that at railroad school that you can't do it if you don't want to, if you do want to?
A There's no reason we could not enter into an agreement.
Q Right. There are, in fact, some railroads that do enter into those kind of agreements, don't they?
A I've never seen an agreement that didn't have a Force Majore or type.
Q Yeah. There's always some kind of a, you know, natural disaster type situation but as a general rule they're saying, we're going to commit to bringing you in X number of deliveries, railroad do enter into those kind of contracts, don't they?
A Yes.
Q Is there any reason why Rail Link and SPTR don't and others do? Is there some difference between the nature of the service y'all provide versus these other railroads?
A Well, typically there's a reciprocal

BERRY - JASPER (DIRECT EXAMINATION)
guarantee, if you will, if you want to use that term, the railroad will guarantee a certain amount of service if a customer guarantees a certain amount of business and typically we don't get into -- or we don't have the occasion to enter into those agreements.
Q When you say you don't have the occasion, what do you mean?
A It just doesn't come up as something that's --
Q Customers aren't asking --
MR. FORD: Rob, let him finish.
BY MR. BERRY:
Q Okay, I'm sorry, I didn't mean to interrupt.
A It's not something that our customers request from us.
Q Okay, that's what I thought. Now, how long does it take for the round trip between CSX intermodal and Garden City terminal, average?
A I'm going to say in averages three to four hours.
Q And what is the basis for -- I'm sure you too far down the road to be getting your

BERRY - JASPER (DIRECT EXAMINATION)
clothes out there on an engine but you're watching the schedules on papers, is that fair?
A No, I'm not -- as I say I'm not involved in the day-to-day.
Q How do you come up with three to four hours?
A I know that the trip can be made and I've had discussions with others.
Q You talked to other people about it?
A Yes.
Q Now, do you know how many days deliveries were being made to Mr. Myers' facility between the months of January 1st 2005 and May 1st 2005?
A Not specifically.
Q Do you know whether they were making three a day or sometimes less than three a day or do you have any understanding of that?
A Obviously there's an issue that on some days there were less then three being made.
Q I'm asking you where you stand on that because your lawyer -- he doesn't seem to -- it doesn't click with him so I'm trying to figure if I got anybody on the other side of the table

BERRY - JASPER (DIRECT EXAMINATION)
-- I'm trying to figure out what we disagree about and what we agree about, do we agree that between those time periods that SPTR quit making the three deliveries a day to Mr. Meyers' facility?
MR. FORD: I just object to form, you're talking about every single day or is the philosophy we're not going to do it anymore or generally there was issues of and on or what?
MR. BERRY: I'm saying that they didn't make three deliveries a day during that period of time.
MR. FORD: On occasion or once or?
BY MR. BERRY:
Q Okay. We'll be specific, I'll start with January 1st 2005, were there three deliveries made that day?
A I do not know.
Q How about January 2nd?
A I do not know.
Q And you're going to say the same thing for every other day all the way up to May 1st 2005, aren't you?

BERRY - JASPER (DIRECT EXAMINATION)
A Yes, I am.
Q Okay. So how do you know, as you sit here today, whether three deliveries were being made or not?
A Sitting here today I do not know on a specific date how many deliveries were made.
Q If you don't know whether there were -- so you're saying it's possible that three deliveries were made on all business days, as far as you know?
A I'm just saying I do not know.
Q You can't rule that out, can you?
A No.
Q So then you wouldn't have any answers for me about why there was less than three deliveries made because you're not even willing to accept the premise that three deliveries were made, right?
A I'm merely saying I do not how many were made.
Q Okay. Do you know of any --
MR. FORD: Ron, he's not -- I know you're getting excited but he's not saying he's unwilling to accept the

BERRY - JASPER (DIRECT EXAMINATION)
premise so don't carry it further than it is. He's just saying for a specific day that he doesn't know --
BY MR. BERRY:
Q What specific day? Are you limiting it to January 1st or are you saying as a general proposition from January 1st of 2005 to May 1st of 2005 for all of those days you don't know whether three deliveries were made or not, do you?
A What I'm saying is I do not know and I was not involved in the day-to-day operating decision.
Q I can appreciate that, I don't -- I would not personally know whether the three deliveries were made on any one of those given days because I practice law downtown and so there's no reason for me to know and what you're saying in your day-to-day activities or your job down in Jacksonville you got no reason to know either, right?
A That's correct.
Q And you haven't done anything between the time this lawsuit was filed and today to

BERRY - JASPER (DIRECT EXAMINATION)
figure out how many times there weren't three deliveries, is that fair?
Or I'll ask it differently, what have you done to figure out whether there were days when less than three deliveries were made?
A I personally have not done anything.
Q Okay. Has anybody -- have you instructed anybody else to do anything to say, look we got thi guy down in Savannah, he's yelling and screaming about not getting three deliveries a day and I got a job, number one, is to figure out if we made the three deliveries or not and then we'll figure out what we're going to do if we did?
MR. FORD: Do you understand the question?
THE WITNESS: What is your question.
BY MR. BERRY:
Q What have you done to figure out either directly or indirectly whether the man got three deliveries a day or not?
A Again, I'm not personally responsible for the operating --

BERRY - JASPER (DIRECT EXAMINATION)
Q I appreciate that. But you got the authority to ask somebody who does, don't you?
A I'm personally not an operating person.
Q I understand that, but if you want to find out how many deliveries this man got on any given day during that period of time I just asked you about, you could find out, couldn't you?
A There's a log that was maintained.
Q Sure. In other words, there are records down there in Jacksonville that can answer the question that I've just asked, aren't there, which are, are there days when he got less than three deliveries, you can answer that question.
A Yes, it's my -- there is a log that was maintained.
Q Sure.
A That's my understanding.
Q A railroad ought to know how many times they made deliveries somewhere, right?
A Yes, there's -- yes.
Q Okay.
A There's records somewhere.

BERRY - JASPER (DIRECT EXAMINATION)
Q And where we are here today is you just haven't asked anybody to answer that question for you, is that fair?
A As to why a number of switches --
Q If, if, not why, if?
MR. FORD: Ron, we've already produced the records to you.
MR. BERRY: No no, no --
MR. FORD: Deliveries and stuff you're asking -- you're now saying nobody's ever done that or we don't know.
BY MR. BERRY:
Q No no, I'm asking this witness, have you picked up your phone or called anybody into your office and said, I've got this burning desire to want to know if we made, on any occasion between the days of January 1st 2005 to May 1st 2005, have we failed to deliver this man's three deliveries, that's my question.
A No, I have not.
Q Okay. So therefore, you don't know whether there has, in fact, been a reduction in service to Mr. Myers' facility in terms of the

BERRY - JASPER (DIRECT EXAMINATION)
number of deliveries made on a per day basis during that particular period of time that I just identified, do you?
A No.
Q Okay. How can you tell me why service was reduced if you don't even know it was reduced?
A I'm not saying I can tell you.
Q Okay. So you don't know why -- if there was a reduction in service you don't know why, is that fair?
A That's fair.
Q Okay. I know this is going to sound like an awfully broad question but I'm promising you this because I'm at wits end right now because that's what I thought I was coming here to talk about, what is it that you thought you were coming here to tell me about?
A I'm making myself available to answer what question I can, tell you what I know about it.
Q All right. But you don't know anything about reductions in service to Mr. Myers' operation. Do you know how the demurrage got

BERRY - JASPER (DIRECT EXAMINATION)
out of whack? When I say out of whack we've got these large demurrage bills coming in in the months of February and March and April of 2005, now you know about that?
A Certainly.
Q All right. How did that happen?
A The cars were charged demurrage based on the arrival dates and the normal date that it's collected regarding.
Q Why are they sitting out there on that track charging up demurrage when for ten years they've never done it?
MR. FORD: Well, that's not accurate, at all --
MR. BERRY: Oh yeah it is. You show me another fifty thousand dollar demurrage bill and I'll buy you a steak dinner.
MR. FORD: Your question was --
MR. BERRY: He knows what I'm talking about.
MR. FORD: You can buy me a steak dinner if your question is premised on fifty thousand dollar demurrage bill.

BERRY - JASPER (DIRECT EXAMINATION)
BY MR. BERRY:
Q What's the problem that's raising demurrage up in the fifty thousand plus range for three months in a row when for ten years it ain't never happened.
MR. FORD: Object to form.
BY MR. BERRY:
Q There should be a good explanation for that, wouldn't you agree with me?
A Are you making the assumption that it's the railroad's issue.
Q I'm not making any assumptions, I'm here to find out what you know, why do you think it went up?
A I don't know why it went up.
Q You don't know, okay. Have you asked anybody?
A Asked anybody what?
Q Why the demurrage got out of whack on this thing?
A I haven't contacted Mr. Meyer to discuss it, nor anybody in his firm.
Q Do you have to talk to Mr. Meyer to get an answer to that question?

BERRY - JASPER (DIRECT EXAMINATION)
A Well, he may have some --
Q That don't go on the record, okay. Do you have to talk to Mr. Meyer --
MR. FORD: Ron, don't interrupt him, let him answer his question.
MR. BERRY: I'm not interrupting him.
MR. FORD: Yeah you are.
MR. BERRY: Did you have something else to say?
MR. FORD: He was in the process of talking when you started talking about he was moving his hands. Let him answer the question.
MR. BERRY: Well he -- I'm just telling -- it's proper to tell a witness that hand movements and head nods -- you understand that, the court reporter can't take that down and so I'm trying to -- I'm just trying to tell you I got to get verbal response to the questions or she can't take it down.
BY MR. BERRY:

BERRY - JASPER (DIRECT EXAMINATION)
Q Now did you have anything else you wanted to say?
A I've lost my train of thought.
Q Well, that's only because your lawyer got going with it. You had your train of thought right up until the time he got involved.
Now, what we were talking about was why this demurrage got out of control during this three month period of time and you were saying I haven't had the benefit of talking to Mr. Meyer and then I responded by saying, you don't have to talk Mr. Meyer to get some feed back on that issue, do you? There's some other people that might be able to offer some opinions and information, right?
A We have several hundred customers and I don't necessarily inquire as to why a demurrage bill is higher or lower for a given customer, nor do I normally become involved in it.
Q Well, I don't suggest that in your normal, you know, daily operations down there Jacksonville in your office that you would, but when you get ready to get in the car a drive up here to Savannah to be a witness for the company

BERRY - JASPER (DIRECT EXAMINATION)
in a case that deals with one particular customer and three particular months of demurrage, you could pickup the phone and call some of the guys that had firsthand knowledge within SPTR and Rail Link, could you not?
A I can call them, yes.
Q And then say, what in the world's going on here, fellas? Why did this demurrage get out of hand for three months? And they might offer you a good answer, mighten they?
A They may have a response.
Q Okay. But you hadn't done that.
MR. FORD: Ron, let me speak to him a second.
BY MR. BERRY:
Q Hold on, I want an answer to this question, you hadn't done that, either?
MR. FORD: Picked a phone for this depo or beforehand?
BY MR. BERRY:
Q At any time prior to the moment that I'm now speaking to you to find out from the people that might have knowledge as to why this demurrage got out of control, you haven't

BERRY - JASPER (DIRECT EXAMINATION)
made any effort to find out from your own people?
A The cars were not unloaded.
Q I'm just asking you from your --
A I'm telling you the cars were not unloaded and a demurrage bill was generated.
Q Here's my question, have you talked to your people to find out why that demurrage got out of control?
A On a specific day?
Q On the whole three month period?
A I didn't really get involved in this until --
Q Okay.
A -- there were several months of unpaid bills --
MR. FORD: Let him finish.
THE WITNESS: -- and there was no reason for me to make a phone call.
BY MR. BERRY:
Q Okay. There's been --
A And then once the bills were not paid it became evident that there was a problem and that's when the litigation and so forth ensued.

BERRY - JASPER (DIRECT EXAMINATION)
Q Okay. So, but again, to clarify it, the answer to my question is, no, I have not talked to anybody about that and why this demurrage got out of control before coming here today it's either yes or no.
MR. FORD: Ron, let him answer the question.
THE WITNESS: There's been discussions regarding --
BY MR. BERRY:
Q Who was?
A -- a demurrage bill and that they had not been paid.
Q Who with?
A With a number of people within the company.
Q Anybody that knows what's going on down here with this demurrage why it got out of control?
MR. FORD: Ron, you said let me ask one more question, I think I can clarify.
MR. BERRY: Oh you want to go meet with your client, I'm sorry, y'all go

BERRY - JASPER (DIRECT EXAMINATION)
ahead.
(Whereupon, a short break was taken.)
BY MR. BERRY:
Q Mr. Jasper, we were talking a little bit ago about the fact that SPTR or Golden Isles might have the occasion to go back and forth between the intermodal terminal and the Garden City facility, what kind of -- I know and you can't tell me offhand, you just tell me what your understanding of the general plan would be as to how that should be done, but if I wanted to be more specific about that and isolate on this time period, for instance, January 1st of 2005 through May 1st of 2005 and find out which engines were actually running, you know, the back and forth between the intermodal CSX facility and the Garden City facility what kind of records would you direct me to to find out whether it was an SPTR engine or a Golden Isles engine on any given day?
A To my knowledge there's no record made of the actual locomotive numbers that make the trip.

BERRY - JASPER (DIRECT EXAMINATION)
Q Okay.
A I'm not aware of any.
Q So I don't want to limit the way to get to the answer in any way by the way I phrase the question, do you know of way to figure out, looking back?
A I really don't.
Q Okay.
A The engines are interchangeable --
Q Okay.
A -- if you will, and to best of my knowledge there's no way to -- there's no record made of it.
Q Now let's talk about the three engines, if I understand it correctly, that have always been owned by SPTR.
A Uh-huh.
Q Do you have any understanding as to how the work is allocated in the GPA Garden City facility amongst these three engines on a regular day-to-day basis?
In other words, do they need three engines and if so, what are they -- is there some kind of play book that tell us what these

three engines are supposed to be doing?
A The engines are, as I said a second ago, are interchangeable, there's a period of the day, I believe, where there's two jobs working at the same time which would need -- would, therefore, require you to have two engines. A third engine is the as a backup that normally at any given time one would be sitting.
Q Okay.
A And in the event that there's a heavy switching in terms of the number of car loads handled, they may take the third engine and couple t to another one to give them more pulling power but --
Q If you've got -- you're saying during a certain period in a day that we've got two trains running at the same time, is that fair?
A I believe there's a time when two jobs overlap.
Q Do you know -- you know, do you know what those jobs are and what period of day we're talking about? Can you fill that in a little bit for me.
A No, I don't. I don't -- and I'm not

one hundred percent certain that there is an overlap time but as I recall, when we initially started at least started in '98 that there was two jobs that were overlapping, at some point.
Q And how many crews does SPTR operate at any one given time?
A We have -- generally there's -- at any one time, if I'm correct in the overlapping you would have two crews working at one time.
Q So would that be SPTR's maximum capacity from a crew point of view?
A Yes, generally in an enclosed environment, if you will, that Garden City terminal is you can actually and there's limited space, you could really not a lot of times have two jobs working efficiently because they would get in the way of each other.
Q Traffic control problems?
A Traffic control, good analogy.
Q But what I'm trying to get at is on the books is it fair to say that there are two full crews on SPTR's books so that at least certain points and certain times they can get two trains running?

A Well, it's three crews that actually a work a day there's -- as I say I believe that there's a period of time that two of those three crews will overlap.
Q Okay.
A But there's a total of three that were --
Q All right. And do they -- they have a shift, is that fair?
A That's correct.
Q And what is it, is it an eight hour shift?
A Eight hour shift.
Q And when does the first shift begin?
A I do not recall the -- I'm not aware really --
Q How many are there on a crew?
A I believe we have three people there.
Q One -- what do you call the guy that runs the train?
A The engineer or locomotive operator.
Q Okay. And then who else have you got?
A You would have a conductor or crew leader type position and then a switch man.

Q Okay. And so what you're telling -- and you don't know when their day begins?
A I don't recall the shift starting time, no.
Q Do you know what the typical -- is there such a thing as a typical ordinary --
A They have scheduled starting times.
Q I mean does one -- do all railroad pretty much start at the same time of day in the morning, is there a standard that you can refer to or do you have to specifically looked at this -- you've already told me you don't know the specifics on this one.
A No.
Q But I'm saying, is there a general standard out there you're familiar with that it probably fits with?
A No, railroads will generally structure the crew starting times around --
Q The customers?
A Around the customers needs and other needs.
Q All right. So we got three crews running between we don't know when and when they

BERRY - JASPER (DIRECT EXAMINATION)
shut down and that there's some overlap, probably somewhere in the middle of the day when your traffic might be the highest?
A I would -- that would be a fair assumption.
Q And they're all eight hour shifts?
A They're -- yes, they're setup as eight hour shifts.
Q And can they -- is there a provision made for overtime? I don't know whether railroads can leave people out there for more than eight hours?
A Railroad employees cannot work more than twelve hours.
Q Twelve is the max?
A Yes.
Q Now, you were going to tell me, a minute ago, that you think that the reason that this demurrage got out of whack was because Mr. Meyer and his people weren't unloading the cars fast enough?
MR. FORD: Where did you get that?
BY MR. BERRY:
Q I'm just asking, I'm not trying to tell

BERRY - JASPER (DIRECT EXAMINATION)
you, but you were starting to say something to me about what you understood to be the reason why the demurrage got out of control.
A I just said I did not know all the facts.
Q Right.
A Mr. Meyer may have had a factor in it. I don't know -- I've had no discussion with him or anybody in his facility.
Q I'm not going to limit you to who you're talking to or where you're getting your information, but as you sit here today, do you have an understanding of anything Mr. Meyer did wrong that contributed to the escalation of this demurrage?
A Well our position is that he's entitled to one switch a day and if more cars come in than can be worked off with one switch a day, then we'll generate demurrage.
Q Okay. So to answer my question, then you're saying that what he does wrong is he orders more -- more than three cars a day to come in, given the fact that he can only accept three -- you understand he can only accept three

BERRY - JASPER (DIRECT EXAMINATION)
cars?
A Yeah. No, I understand that.
Q So if you're saying that if he orders more than three cars a day or as you now understand he doesn't order the car but his customers --
A Right.
Q -- if his customers order more than three cars to come into Savannah, the Savannah terminal, then he's at fault for any demurrage that arises as a result of that?
A Yes, well what I said was that if he get more cars than the three on a given day then the demurrage will be generated.
Q Right. And where do you get the idea that there's just one delivery a day?
A It's my understanding that as a common carrier we're required to provide one switch a day to each of our customers.
Q Where does that understanding come from?
A My working in the railroad industry.
Q Okay.
A It is not a legal --

BERRY - JASPER (DIRECT EXAMINATION)
Q It's not a legal requirement?
A It's not a legal opinion, on my part.
Q Oh, well what I'm trying to do is say that if we got all the lawyers with the pin-striped suits on and we got real serious about it, are you saying that it's a legal obligation that you got to get one, one in a day or?
MR. FORD: He just said it's not a legal opinion.
MR. BERRY: No, I'm not asking you for a --
MR. FORD: And as you already pointed out, he can't give a legal opinion, his understanding --
MR. BERRY: I didn't point that out.
MR. FORD: Yeah you did and you've already --
MR. BERRY: I -- for Myers I said that.
MR. FORD: You under estimate --
MR. BERRY: I don't under estimate the people on the other side of the

BERRY - JASPER (DIRECT EXAMINATION)
table from me.
BY MR. BERRY:
Q Are you telling me you think that you're legally required to do one a day?
MR. FORD: Objection, he already indicated it's not a legal opinion. You can answer. You don't have to give a legal opinion.
BY MR. BERRY:
Q Tell me your understanding.
A My understanding that as a common carrier we have the responsibility to provide one switch per day.
Q You have to?
A Yes.
Q Guaranteed?
A There are no guarantees, but.
Q No guarantees. Well then, what if you don't get to do the one trip that you were supposed to make as it relates to demurrage, do you calculate demurrage on that day that you didn't make the one trip or no?
A I don't have an answer for that.
Q Do you happen to know whether there

BERRY - JASPER (DIRECT EXAMINATION)
were days when Mr. Meyer didn't get any deliveries between January 1st 2005 and May 1st of 2005?
A No, I do not.
Q Let me ask you to assume that there were such days, do you know whether your company s charged demurrage for those days when no deliveries were made to Mr. Meyer?
A No, I do not know.
Q Let me ask you to assume that they have, is that right or wrong based on what you understand?
A I'm not sure of the handling that would be proper for that situation.
Q Okay. Well, what are you lacking? I got the tariff, would that help you.
A If the tariff would answer this line of questions I don't think we'd be here.
Q I have it.
A No, I don't know, I don't think that would help.
Q Okay. Where does the lease agreement between the GPA and Mr. Meyer fit into your understanding of how SPTR is to provide rail

BERRY - JASPER (DIRECT EXAMINATION)
service to Mr. Myers?
A We're not privy to the agreement that Mr. Myers has with GPA.
Q So the answer would be it does not effect, is that what you're trying to tell me?
MR. FORD: That's not what he's saying, at all.
THE WITNESS: I'm just saying I don't know what his lease agreement with the port says.
BY MR. BERRY:
Q Well, it can't impact what you're doing out there if you don't know what it says, can it?
A Well, it's a private contract, I wouldn't expect that we would have a copy of it.
Q I'm just asking, you understand this is a very practical question, this doesn't require a law degree, if you don't even know what the contract says it'd be real hard for that contract to be effecting the way you're providing rail service to Mr. Meyer, wouldn't you agree with me on that?
MR. FORD: Affecting meaning

BERRY - JASPER (DIRECT EXAMINATION)
they're considering it and taking it into account?
MR. BERRY: No, effecting as in it has an impact on how you determine what kind of level of service you need to provide to Mr. Meyer.
MR. FORD: Well that would be taking into account -- okay, you can answer.
MR. BERRY: It's pretty obvious, I mean --
MR. FORD: Ron, stop, let him answer the questions.
THE WITNESS: If we don't know what the contract is we don't know what --
BY MR. BERRY:
Q It ain't effecting the way y'all do business, is it?
A No, it's not. The agreement he has with GPA does not effect how we do our business.
Q Right. It's between -- as far as y'all are concerned about y'all I mean SPTR and Rail Link, whatever agreements Mr. Meyer has with the

BERRY - JASPER (DIRECT EXAMINATION)
GPA ain't got nothing to do with y'all, is that fair?
A That's correct.
Q Okay. And there has been no -- has the GPA ever told you guys, well, now lookie here, we got a lease and it says we got to provide rail service and we're fixing to, for instance, to sell this rail service to y'all and so there's a little bit of a -- do you understand what I'm talking about, there's a little bit of juggling going on here, we're going to be under a lease that requires us to provide rail service and we're going to be out of the rail service business, you follow what I'm saying?
A Yes.
Q Has there been any conversation between y'all and GPA where GPA said we got a couple of strings attached, you know, loose ends, like a lease that says we're going to provide rail service to Mr. Meyer and we'd just like y'all to know about it?
A GPA did not make us aware, one way or the other of any agreements that they have with their tenants.

BERRY - JASPER (DIRECT EXAMINATION)
Q They have not made even as much as a request to assign, now you know what that word means, don't you, to assign?
A I understand the term, yes.
Q Have they made a request to SPTR or Rail Link to assign their obligations to provide this rail service under the leases to SPTR or Rail Link?
A There's been no formal assignment made.
Q No no.
A No assignment made.
Q That's not my question. Have they requested that there be an assignment and I didn't use the word formal, has there been any discussion between GPA and Rail Link and SPTR about assigning GPA's obligations to provide rail service under Mr. Meyers' lease to the people that now provide that rail service in reality, which is SPTR?
A In our contract with GPA we have an obligation to provide rail service, I'm not sure --
Q To all customers on --
A Tenants of the port, yes.

BERRY - JASPER (DIRECT EXAMINATION)
Q But you're telling me that does not include the lease contract between GPA and Mr. Meyer, right?
A That's correct.
Q Okay. So he's -- other than -- let's put it this way, other than the easement agreement that y'all have entered into with GPA, is there any other obligation y'all have out there that addresses rail service to be provided to Mr. Meyer?
A No.
Q Did you have contact with the GPA folks --
A Yes.
Q -- about this issue? When I say this issue, the dispute that we're here to talk about today.
A Yes, we made them aware that the suit had been filed and that we were going to file our claim, as well, regarding or in an attempt to collect our -- the unpaid demurrage bills.
Q Who is your contact?
A Typically Bill Vinson.
Q And what does he do, I'm not -- I don't

BERRY - JASPER (DIRECT EXAMINATION)
go out to the port.
MR. FORD: You'll find out in a couple hours.
MS. WHITEHEAD: He's your 30(b)(6).
BY MR. BERRY:
Q Uh-huh. What --
A I'm not sure of his title but he handles administrative and accounting functions, to some degree.
Q We've got an accountant coming to answer my questions? That's intentional disconnect.
MR. FORD: You've got one answering your questions right now.
MR. BERRY: You're an accountant? That's not fair. How did you get this far in the deposition without telling me you're an accountant?
BY MR. BERRY:
Q You didn't calculate this demurrage at a hundred and forty or a hundred and fifty or whatever number of thousands of dollars it is, did you?

BERRY - JASPER (DIRECT EXAMINATION)

A The calculation of the bill is an automatic function that the system develops based on the data that's put in as opposed to someone sitting down and manually calculating it.

Q And did you participate in the conversations between Mr. Meyer and Mr. McCarthy and various Rail Link personnel once the -- you know, the dust kind of got kicked up about things?

A I was never in any direct discussion with either Mr. Meyer or Mr. McCarthy.

Q Yeah, but did you know, for instance --

A I was aware --

Q Your buddy's are going to get in a car and they're going to drive up to Savannah?

A Yes, I did.

Q And do you know who the buddies were that were getting in the car to drive up to Savannah to try to deal with Mr. Meyer on this?

A Jim Bulone, Tony Long, Billy Eason I believe have all met with Mr. Meyer.

Q Now what is Mr. Eason's job?

A He's currently President of the Rail

BERRY - JASPER (DIRECT EXAMINATION)

Link region.

Q He's your boss?

A Yes.

Q And then who else did you mention?

A Tony Long.

Q And what's his job?

A He's Vice President of our customer service.

Q That's a job you once held or?

A No.

Q That didn't make your list?

A No.

Q Okay. So his job is to be an interface between Eason and the customer?

A He can have that role, yes.

Q And that would have been the role he was fulfilling on this particular occasion?

A Yes.

Q And who is the other one?

A Jim Bulone.

Q And what's his job?

A He's a customer service representative.

Q So he works for Tony?

A Correct.

BERRY - JASPER (DIRECT EXAMINATION)

Q All right. And can we agree that a message was delivered by Mr. Meyer to Rail Link and/or SPTR saying we got some questions and/or disputes about demurrage bills?

A There was a verbal conversation, yes.

Q I mean the message was delivered at somehow some way, so you guys found out about it, you knew there was a dispute?

A Well, we knew when the bill wasn't paid we assumed there was a dispute.

Q Well and then he called up and said if y'all didn't get the message I'll just emphasize it for you, I ain't happy.

A Yeah.

MR. FORD: Well I just would object because he doesn't take phone calls so.

BY MR. BERRY:

Q But somebody got that phone call, you know that based on the conversations you've had with Eason and the other guys, right?

A Yes, there was obviously a dispute.

Q Okay. Now, which one of you, Eason, Lamb, what's the other guy's name?

BERRY - JASPER (DIRECT EXAMINATION)

A Long and Bulone.

Q Long and Bulone, which one of you said, we need to tell Kenny that if he's going to get serious about this dispute about our demurrage that he needs to put it in writing to us within fifteen days?

MR. FORD: You mean other than sending the tariff rates?

THE WITNESS: It was a part of the tariff that had been made.

BY MR. BERRY:

Q Which one of you, when y'all got ready to get in the car to come down and talk to Kenny said fair is fair, let's let Mr. Meyer know that he needs to put it in writing to us to preserve his dispute.

MR. FORD: I just want to instruct you that he's asking you a lot of questions about things you had no personal knowledge of so if you don't know then you tell him but you've already told him you've never directly interfaced with these guys and about the last five questions have been you

BERRY - JASPER (DIRECT EXAMINATION)
interfacing with these guys.
MR. BERRY: No no no.
MR. FORD: Let's make that distinction so if you don't know, you don't know.
MR. BERRY: No no no, you misunderstood but I think that was all good advice.
MR. FORD: Which one of you guys, he wouldn't know.
BY MR. BERRY:
Q Didn't you talk to the guys before they got in car to come to Savannah?
MR. FORD: On which occasion?
THE WITNESS: Just a conversation that they were coming to Savannah.
BY MR. BERRY:
Q Sure. Now, did you tell them, tell Kenny now he's -- this is a hundred and fifty thousand dollar ball he's getting ready to drop, if he doesn't put in writing because we're kind of a technical outfit here at the railroad and if he doesn't put his objection in writing within fifteen days he loses, right?

BERRY - JASPER (DIRECT EXAMINATION)
You coming to talk to him about a bill, right?
A They did, yes.
Q Right. Now, if the main controlling factor as to whether this bill's going to be paid or not is whether Mr. Meyer puts in writing within fifteen days an objection, even though he's already told you he's got an objection, that he's going to lose his right to object if he doesn't put it in writing within fifteen days, don't you think you'd sit down with him and say, Mr. Meyer, this is all going to be a very interesting conversation except and unless you put it in writing within fifteen days because if you don't do that, you lose, right?
MR. FORD: Make sure you understand what the question is. I don't even understand.
BY MR. BERRY:
Q I think he understands it, you're going to lose on a technicality, Mr. Meyer. We'll come down and talk to you but if you don't put it in writing within fifteen days you're going to lose on a technicality?

BERRY - JASPER (DIRECT EXAMINATION)
MR. FORD: Hang on one second, are you talking about within the fifteen days that the bill has been sent because some of these things are like two years old and you're acting like they all get lumped in and I think it's very misleading to -- he didn't have the conversation.
MR. BERRY: Well let's say what we can. Everyday is precious. He's losing four, five, ten grand a day, probably.
THE WITNESS: I think at the point that they had the discussion the bills were already beyond the fifteen days.
BY MR. BERRY:
Q Well, how about the day when they first called him and before they got down there?
A I did not nor do I have the responsibility to instruct Tony Long on how to handle the conversation he had with Mr. Meyer.
Q Give me a good reason why you wouldn't want to tell your customer, particularly after they've notified you that they've got a dispute

BERRY - JASPER (DIRECT EXAMINATION)
about a bill, okay, let's say they're on the phone and they've gotten the bill and they're saying, we don't like this bill and we think it's wrong?
MR. FORD: Hold on a second. Is your hypothetical that he called within the fifteen days about all of the bills or one of the bills or?
MR. BERRY: Which is the one I'm talking about right now.
MR. FORD: Which is the one.
MR. BERRY: He calls --
MR. FORD: A hundred and fifty thousand since May of 2003 that's why I don't understand all these questions.
MR. BERRY: See, it's getting long in the day and you're going to go me so confused I'm going to forget the question or maybe not.
MR. FORD: It might work.
MR. BERRY: Or maybe not.
BY MR. BERRY:
Q He picks up the phone and he says I just got the bill, right? Sticker shock, just

BERRY - JASPER (DIRECT EXAMINATION)
opened the envelope, fifty thousand dollars in demurrage and I don't think I owe you a penny, now what are we going to do about it?
A I have no knowledge of the calls made.
Q Exactly. I'm just asking you. Now, we're talking about just the protocol within the company as to how to deal with customer relationships, you've been there, you had that job.
MR. FORD: He already told you he didn't.
BY MR. BERRY:
Q Not on this particular account but see he's got a little knowledge about how you ought to treat your customers, right, and if you're saying, hey, I'd love to talk to you about it but I'm a little busy in my schedule, you know I'm an executive in a railroad company, can't get down there today, might take me two or three weeks.
Oh, by the way, if you don't put this in writing before I get down there, you're going to lose the right to object to the demurrage bill. Did they teach you over there at Rail

BERRY - JASPER (DIRECT EXAMINATION)
Link to be consumer friendly and say, you got to keep your foot on base here. If you want to keep talking to me you got to get it in writing to me, just a little free advice, do you -- do they teach you to say that?
A I think you're being absurd in your -- we're very customer oriented and I don't know whether Mr. Meyer was told or not but I would say this is a mute point, this all didn't really come up until the bill got as high as it did and at that point fifteen days had expired.
Q Well you know --
A Mr. Meyer, I understand --
Q You don't know when the first call was made, do you?
MR. FORD: Let him finish answering the question. Go ahead and answer the question.
THE WITNESS: Mr. Meyer, I understand had received a copy of the tariff and I would think, equally, that in his concern for the bill that he would have looked through his tariff and I don't know that it was incumbent

BERRY - JASPER (DIRECT EXAMINATION)
on us to point out every detail of it.
BY MR. BERRY:
Q Well, do you think it would be incumbent upon you if you were going to take the position, the consumer -- the customer friendly position that their failure to put their objection in writing within fifteen days was going to forever prevent them from objecting to it, do you think that you would want to tell the customer that instead of saying, hey, let's get together and talk about it.
MR. FORD: Object -- hold on one second, first of all, make sure that conversation took place, the timing of it, etc., etc. He keeps discussing all these hypotheticals generically, if you can't answer it in that way, fine. If you think you can but just clarify it because he's not.
BY MR. BERRY:
Q In other words, if you know that the fifteen days had expired and you know that they don't have any right to object and you're -- it doesn't matter what he says, he's going to owe

BERRY - JASPER (DIRECT EXAMINATION)
that demurrage, then why don't you just tell him, look, Kenny, your time has run out, go read the tariff we sent you. You didn't get it in writing within fifteen days, we don't need to meet each other. We don't need to talk. You owe the money. You've waived, you understand what that word means, you've waived your right to object because you didn't put your objection in writing within fifteen days.
MR. FORD: Is the question now how he would have handled since he wasn't there?
MR. BERRY: Sure.
MR. FORD: Or does he surmise that that's probably what they did or what?
MR. BERRY: He's a 30 (b)(6) witness.
MR. FORD: You've still got to ask a clear question, 30(b)(6) personal, president, anything.
BY MR. BERRY:
Q Just say, look, you've lost. If you want to talk we'll talk but there's nothing to talk about, you've already lost.

BERRY - JASPER (DIRECT EXAMINATION)
MR. FORD: Do you think it's fair, is that the question?
BY MR. BERRY:
Q Yeah, it's kind of called full disclosure. We, as a railroad, require you to object in writing within fifteen days. You did not do that. You are going to pay us the bill, period.
MR. FORD: Object to form. Remember who sued who first.
MR. BERRY: Just asking.
MR. FORD: Before we talk about fair.
MR. BERRY: I'm just asking.
THE WITNESS: I'm not -- I'm totally confused on where we're at.
BY MR. BERRY:
Q Who told Kenny that because he didn't object in writing within fifteen days that he lost the right to object to the demurrage calculation, who told him that?
A I don't know.
Q You didn't tell him that, did you?
A No, I did not.

BERRY - JASPER (DIRECT EXAMINATION)
Q You don't have any reason to believe Mr. Eason told him that, do you?
A I'm not aware that he was told that.
Q That Kenny was -- that's right, that's my whole point, I was going to go through the whole list of names but I appreciate you speeding it up. Why wasn't Kenny told that.
MR. FORD: Objection, he didn't say he didn't know that he was or wasn't told he said he doesn't know if he was told or not. You can't now, jump to the conclusion that he knows, for a fact, that he wasn't told, he said he doesn't know if he was told or not.
BY MR. BERRY:
Q Well, I'll ask you to assume that. Why wasn't he told?
A He had a copy of the tariff.
Q Well, why were these guys coming into his office wanting to talk about the bill?
MR. FORD: You mean other than trying to be nice with him?
BY MR. BERRY:

BERRY - JASPER (DIRECT EXAMINATION)
Q In other words, they were blowing smoke in his face? They did not come down to actually talk about the merits of the demurrage calculations, they were just tricking him?
A Tricking him, he ended up offering zero, where's the trick?
Q That's a trick to me. You ain't doing nothing but wasting my time if you're coming down to my office to talk to me about whether a demurrage calculation is good or bad if the reality is is that I've already lost my right to object to it anyway and y'all are going to insist on me paying it.
MR. FORD: Would this be the same trick as saying the $8,600 and then turn around and say you can use the facility.
MR. BERRY: Let's make one thing perfectly clear. Your sense of what's right and wrong in Jacksonville than my sense of what's right and wrong in Savannah is. I am dead serious about this. Do no come to my office saying you want to talk about a bill, if, in

BERRY - JASPER (DIRECT EXAMINATION)
reality, you don't want to talk about the bill, okay.
Now, if you got a different sense of business ethics than that now is your time to pony up and tell me what it is.
MR. FORD: There's not a question pending.
MR. BERRY: Yeah it is, I want to know what the --
MR. FORD: -- at the meeting and doesn't know anything about the meeting.
MR. BERRY: He has held the job, he ought to know whether it is consistent or inconsistent with the railroad way of doing business to tell somebody they've already lost but to come in and want to talk to them, anyway.
THE WITNESS: Even though I was not a party to the visit I doubt that those guys drove all the way to Savannah if they weren't serious about

BERRY - JASPER (DIRECT EXAMINATION)
negotiating.
BY MR. BERRY:
Q Uh-huh.
A It's my understanding that Mr. Meyer asked them to basically leave, that there was no need to have a meeting and that's the side of the story that I heard, right or wrong.
Q Okay.
A And so there was no discussion held and they came back to Jacksonville.
Q So if, let's just -- hang with me on this, if it was the railroad's position, right, that Kenny had failed to put, in writing, his objection within the period of time required, and therefore, that he was going to have to pay this bill, there wouldn't be any need to get in that car, would there?
A Our position is --
MR. FORD: Hold on, make sure you continue to appreciate where you are in your knowledge of this situation because this is getting --
MR. BERRY: Perfectly.
MR. FORD: -- so far afield I

BERRY - JASPER (DIRECT EXAMINATION)
can't even imagine.
MR. BERRY: You're the guys --
MR. FORD: Now we're in a complete hypothetical world for what went on in a meeting that you've never even been a party of.
MR. BERRY: I didn't know who you were before you walked in here and the only reason I met is because the railroad says you're the smartest guy on the block, okay, or anything like that, okay, you're the guy, you're the guy, right?
They didn't send two guys, they sent you so I'm asking you.
MR. FORD: To comment on a meeting that he wasn't --
BY MR. BERRY:
Q The railroad wouldn't come unless they were prepared to have a good faith discussion about the bill, correct?
A Yes, they came to the meeting prepared to have a discussion.
Q And do you know that one of the things

BERRY - JASPER (DIRECT EXAMINATION)
that was discussed there was that if these folks thought that the demurrage was calculated incorrectly that they should prepare their own records, do their own calculation and that the railroad said, we'll review it, do you know that that happened?
A No, I do not know for a fact.
Q Would that be unusual?
A That would be a reasonable --
Q That would normal, wouldn't it? You guys think we calculated it wrong, show us what you've got, right?
A No.
Q Okay. So let me ask you to assume that happened, why would you ask somebody to show you their calculations of what they think the demurrage ought to be if, in fact, there's a fifteen day waiver rule that's being enforced and he's going to have to pay it anyway?
MR. FORD: Ron, at some point -- you're just brow-beating this guy over hypothetical questions about what really went on at a meeting that he was not privy to. If you want to ask

BERRY - JASPER (DIRECT EXAMINATION)
him --
MR. BERRY: I'm asking him about general practices.
MR. FORD: No you're not, you're asking him what he would do in the meeting that really occurred that he knows nothing about.
MR. BERRY: No no, he's already made it clear.
MR. FORD: And I think that's absolute ludicrous. If you want to ask him what these guys said when they came back happened at the meeting which would be a fact he would be aware of but you're asking him what his personal standard would be for a meeting that he wasn't involved in about what hypothetically happened at the meeting according to you from your client, it's outrageous.
BY MR. BERRY:
Q Now, where I was is I was saying, you know these guys, don't you?
A Yes.

BERRY - JASPER (DIRECT EXAMINATION)
Q And they're good guys, aren't they?
A Yes.
Q I mean it's not an unfair question to ask if you think somebody's an honest upbeat stand up person, that's not unfair, is it?
A Yes, I answered.
Q And you think they are, correct?
A Yes.
Q So if they ask Kenny to go to the trouble of putting together a bunch of records on what they thought the demurrage calculation ought to be it would be only one reason why they would do that, right, because they were acting in good faith to say let's try to dissolve the dispute we're having over demurrage, correct?
A I would assume so.
MR. FORD: Which unbelievably would be settlement negotiations, but go ahead.
BY MR. BERRY:
Q No, it doesn't unbelievably have -- you can't try to resolve a difference with a customer without it being a settlement negotiation?

BERRY - JASPER (DIRECT EXAMINATION)
MR. FORD: What would you call it?
MR. BERRY: I call it trying to run a business. I do it everyday.
MR. FORD: And running your business as an attorney you settle all day long.
MR. BERRY: Is he trying to distract me again?
MR. FORD: I'm not, I'm just trying to get to the point. I don't mind you asking a legitimate question.
MR. BERRY: So where I was --
MR. FORD: We're spending a lot of time on what his belief is about what should have happened at this meeting.
BY MR. BERRY:
Q And as upstanding good people, they would also say that if it really wasn't going to make a big difference what the record said, in other words, even if we made the wrong calculations on demurrage, right, you're still going to pay us because you failed to put your foot on base within the fifteen days.

BERRY - JASPER (DIRECT EXAMINATION)
MR. FORD: Do me a favor, do not answer any questions if you don't know what actually happened at that meeting or if you don't have a good faithful leap about what happened, this is pure speculation and I don't want you to do anymore speculation --
MR. BERRY: I don't want you to speculate.
MR. FORD: -- about what happened at the meeting.
BY MR. BERRY:
Q If you've got to speculate about whether it's right or wrong to send somebody off on a goose chase on putting records together when, in fact, you're going to clobber them with a fifteen day written objection, you don't know whether that's right or wrong but I don't want you to speculate, okay.
MR. FORD: Well the main problem is it leaves out the timing. You don't even know what happened is he goes up and tries in good faith to spend --
MR. BERRY: I'm just asking.

BERRY - JASPER (DIRECT EXAMINATION)
MR. FORD: Gets kicked out of his office and then sued.
MR. BERRY: I'm just wondering.
MR. FORD: Where do they have a good faith opportunity to explain the fifteen days.
MR. BERRY: I'm just asking.
MR. FORD: Particularly when he already has the tariff.
BY MR. BERRY:
Q I'm just asking you, is that right or wrong?
A You're going to have to ask again, I'm --
Q You're going to send Kenny off to run his calculations because on the authensible basis that if they're going to be reviewed and then if miscalculations are found that we're going to adjust the bill, but in reality, you're knowing, all along, that you're going to insist on him paying the whole bill because he didn't get his --
A There's -- somewhere there's an --
Q Regardless of the fifteen --

BERRY - JASPER (DIRECT EXAMINATION)

MR. FORD: Let him answer the question.

BY MR. BERRY:

Q Okay, go ahead.

A We are still open, there's an amount due and if we can come to some terms on what that is and we get all through the legal end of it, we're open to negotiations in trying to settle this thing.

Q Okay.

A And there's a finite amount due and once that's arrived at then the amount is what it is and Mr. Meyer can pay it or not pay it, but there's a correct bill out there.

Q Okay.

A And we're saying that if we think our bill's right, if Mr. Meyer doesn't think so and obviously he doesn't, that if he can show us where we're wrong.

Q I appreciate that candor and I'm going to up the ante with you because I want you to be up to speed on what's happened in that regard, okay.

What's happened is is that the first

BERRY - JASPER (DIRECT EXAMINATION)

thing that happened is that the railroad decided that they were going to resume three deliveries a day service to Mr. Meyers subject to certain contingencies that are in a letter that he wrote that you heard a lot of talk about a little earlier today, are you with me on that?

A Yes.

Q Have you seen that letter?

A I have.

Q Okay. Now, why is it -- you agree with me that that doesn't require the railroad to provide three deliveries a day, do you not?

A I'd have to review it.

Q Well, to be consistent with the testimony you've had already given in this case, which was that the railroad never guarantees to make a number of deliveries to anybody, in order for that testimony to be true, then it would have to apply to this letter agreement, as well, wouldn't you agree with me?

MR. FORD: You didn't ask him with regard to this situation and --

MR. BERRY: Excuse me? I'll give him the opportunity to clear that up

BERRY - JASPER (DIRECT EXAMINATION)

right now.

THE WITNESS: I'm saying I'd have to review the letter and see what --

BY MR. BERRY:

Q I'm saying, when you said that the company you've worked for for however many years it's been has never entered into an agreement that guarantees that that railroad's going to provide a certain amount of deliveries to a customer, you meant to include Mr. Meyer, didn't you? Never is a very broad word.

A Guarantee is a very --

Q Both of them are very broad.

MR. FORD: That's true.

BY MR. BERRY:

Q And you said we never guarantee.

MR. FORD: It doesn't say guarantee, it just says -- it says what it says, they'll give three deliveries and if they don't they won't give demurrage charges on those days, that's what it says and you know what it says.

MR. BERRY: Okay.

MR. FORD: You're trying to

BERRY - JASPER (DIRECT EXAMINATION)

confuse him.

MR. BERRY: I don't know, I just thought I'd try to play like a Jacksonville lawyer.

BY MR. BERRY:

Q Now, so it doesn't guarantee three deliveries, does it? It just guarantees there won't be demurrage on days when three deliveries aren't made, correct?

A Mr. Berry I said I'd have to review the letter. I don't recall specifically what it said.

Q Okay. So as you sit here today, you don't know what the obligation is through the railroad to providing in terms of number of deliveries, is that a fair statement?

A It's been several months since I've read the letter.

Q That's fine. So as you sit here today you don't know how many deliveries y'all have committed to make to Mr. Meyers' facility, is that fair?

MR. FORD: Under what circumstances, which is critical.

BERRY - JASPER (DIRECT EXAMINATION)
BY MR. BERRY:
Q Under any circumstances.
A I'm not going to sit here and state as fact if I don't know for sure --
Q Okay.
A -- what the document says.
Q Now, what we did is we entered into that letter agreement, whatever it says, and then I got a letter from Mr. P. Campbell Ford and that letter said, how about y'all going and reviewing your records since we've agreed to this three delivery a day thing, right, we kind of said, we're going to do something that's fundamentally out of character for lawyers, which is to try to find a way to universally resolve a pending litigation, we've got the delivery schedule worked out. Now if we can find a way to work out the demurrage, right, to review the demurrage then we can make the whole thing go away, okay, are you with me?
A Uh-huh.
Q So he wrote me a letter confirming our discussions along those lines and the discussion was this, how about let's use the three delivery

BERRY - JASPER (DIRECT EXAMINATION)
a day rule to try to work out the demurrage claim so he sends me a letter with your company records so that we can review your company records and apply the three delivery to say if we had of received three deliveries a day, how much demurrage would have been incurred, are you with me so far?
A Yes.
Q All right. We did that, it's in the letter, he says let's do it that way.
MR. FORD: There's other things in the letter that you're leaving.
MR. BERRY: I'm not saying it's --
MR. FORD: Why don't you get the letter out.
MR. BERRY: I'm not saying that --
BY MR. BERRY:
Q He made a legal commitment, right? I'm not carrying you to court to say --I'm not carrying you to court to say that he's breached a settlement agreement, I'm not saying that, but in that letter it does confirm the gist of our conversation, which is this is the way forward we're going to apply the three day -- three

BERRY - JASPER (DIRECT EXAMINATION)
delivery a day rule to the past demurrage and see what we come up with.
My people did that. You've seen, marked as an exhibit the calculation from Steve McCarthy just from the month of February which happens to be the biggest month, okay, he did that same analysis using y'all's records for all of the months in question and you know how much the total demurrage is that would be if the railroad had made three deliveries and three cars each, each day? Has anybody told you that?
A I heard earlier testimony that it was four thousand dollars.
Q Four thousand dollars, so I kept -- you know, we sent the package, right, in response to Mr. Ford's letter we sent the package back to Mr. Ford and said, here's the information, we've done the analysis, it's four thousand dollars.
I kept waiting from my phone to ring, right, because that's good news for my client, I think you would agree with me. I kept waiting for the phone to ring, phone never rang. Finally called Mr. Ford one day and I said, what's going on? And he said, nothing's going

BERRY - JASPER (DIRECT EXAMINATION)
on. You think the railroad's going to want to settle a hundred and fifty thousand dollar claim for four thousand dollars, you're crazy, okay, I said, but, you know, I'm going, but but but, if you apply the three delivery a day rule that's what it comes out to and he said, it doesn't make any difference. Now are you aware of any part of that story?
MR. FORD: Object to form.
BY MR. BERRY:
Q Okay. Do you know that that's where we are right now? That that's how we've gotten to loggerheads, that's why you're here in Savannah today is because four thousand dollars didn't sound very good even though we were using the rule that we both agreed on?
MR. FORD: Don't answer the question, that's attorney/client privilege.
BY MR. BERRY:
Q Let me ask you this way, do you think that the three day rule would -- since the railroad has agreed to try to provide three deliveries a day moving forward now you'll agree

BERRY - JASPER (DIRECT EXAMINATION)
with that, as a general proposition? You've seen Mr. Ford's letter where the letter agreement says that the railroad's going to try to provide the three deliveries a day to Mr. Meyer moving forward, you know that.
A Yes, sir.
Q Okay. Now if that's a good rule, moving forward, if that's a good rule for business forward, why isn't it a good rule for looking back at the demurrage that got calculated for the last three months?
MR. FORD: Are you talking about all the differences between the rules --
MR. BERRY: I'm just asking you --
MR. FORD: -- place?
BY MR. BERRY:
Q Why can't -- you know what I'm saying, you get what I'm saying, if the railroad says, we'll give you the three deliveries a day moving forward, why won't they say, let's apply the three deliveries to the demurrage?
MR. FORD: You've already given testimony here that you would like to

BERRY - JASPER (DIRECT EXAMINATION)
look at the letter in order to remember what's in the letter.
MR. BERRY: Okay.
MR. FORD: He's now asking you questions to compare the letter and what's in the contents in the letter to prior circumstances.
MR. BERRY: I think it's important.
MR. FORD: So I'm not sure why he would ask that knowing you don't know the contents of the letter.
If you want to see the letter and see what was agreed to and --
MR. BERRY: I don't think you showed him a document that you asked him questions about the whole time but I'll be glad to do it.
MR. FORD: Obviously I didn't ask him -- once he said he couldn't remember what the document said to ask him to compare that document to what I'd done before.
MR. BERRY: I'll be glad to show

BERRY - JASPER (DIRECT EXAMINATION)
it to you.
BY MR. BERRY:
Q I'm giving you a chance to look at Mr. P. Campbell Ford's May 19th 2005 letter, does that help refresh your recollection about the nature of this letter agreement?
A Yes.
Q And can you tell me what your understanding is as to what the railroad's obligation is pursuant to that letter agreement?
A Yes, it says that basically we'll provide three switches a day and if we're unable to then we will give credits for each car that and for that car only that was not placed within three switches.
Q And that word if is critical, isn't it?
A Yes.
Q It means that you're not under guarantee to provide the three switches, is that right?
A That's correct.
Q It just means we're not going to charge you demurrage if we don't, right?
A That's correct.

BERRY - JASPER (DIRECT EXAMINATION)
Q Okay. Is there anything that you know of that Kenney Meyer can do in order to get the railroad to a position where they say, we'll get you the three, you know, kind of like the mailman, you know what the mailman says, we deliver in rain, sleet, snow, right, something like that, I forget what they say, something like that, though, is there anyway that Kenny can get y'all to the point where you say we're going to get you your three deliveries?
A Well, believe it or not we're very tuned into our customer and even though we have our dispute we appreciate his business and we want to be able to give him the switches and we'll give him three switches or whatever that he needs assuming that we can do it within the framework of the crews that we have there and so forth but we -- our business is to serve our customers and we're not singling Mr. Meyer out to give him bad service or say he's a bad fellow and say we're not going to switch him because we need his business, we like it.
Q Okay. So I mean, I'm looking at practical things, you know, because you might

BERRY - JASPER (DIRECT EXAMINATION)
have heard Mr. Meyer say that he has previously offered to extend his business hours, okay.
A Uh-huh.
Q To accommodate whatever traffic flow schedules the railroad happens to be dealing with on a given day, is that something that would interest you, at all?
A We're --
MR. FORD: You mean now or at the time?
BY MR. BERRY:
Q Now, now, I'm looking for a -- no no, I'm trying to transfer this from a -- we won't charge you to a demurrage to we'll get you your three switches so you can make your profit, you understand the difference between those two?
They're separate issues, you know, yeah, he doesn't want to be charged demurrage but he wants to get his three switches so he can make -- turn a profit over there, see, I'm trying to get him to that point and I'm offering you what he has offered in the past, which is to say, he'll bring his crews in at any hour, you know what I'm saying.

BERRY - JASPER (DIRECT EXAMINATION)
A Uh-huh.
Q To try to make it easier to get the three switches in and just based on your knowledge of how things work, does that help us or hurt us or not make any difference or?
MR. FORD: In terms of?
BY MR. BERRY:
Q And is maybe that a way to get the railroad to say, well gee, now that you're offering to bring your people in at eight o'clock at night or twelve o'clock at night then that's a horse of a different color. If you're saying that we've got until ten o'clock at night to get the last switch in then, by golly, we can do that?
MR. FORD: Are you now making a settlement offer on the record or are asking him to compare in reality what's going on or?
MR. BERRY: I'm asking from an operational point of views if that's doable. He may say, it don't matter whether he's open for business twenty-four hours a day, we're not

BERRY - JASPER (DIRECT EXAMINATION)
going to -- we can't make a guarantee.
MR. FORD: He wants to know, from an operational standpoint, can you guarantee three deliveries and deliver to all the other customers all the time at the port.
BY MR. BERRY:
Q If he opened up twenty-four hours a day?
A As I said earlier, we can't guarantee.
Q Okay.
A In its pure form.
Q Now let me talk to you a little bit like what your lawyer talks like in some of these bridges, all right.
What he tells me is that when y'all get -- when crunch time comes out there at that port, the rule is you delivery first to the customer that you can deliver the most to, does that sound like a rule that you're familiar with?
MR. FORD: Object to form, that has never been stated as a rule, a circumstance can arise where it would

BERRY - JASPER (DIRECT EXAMINATION)
make sense to clear out more cars, you can describe it.
THE WITNESS: As Mr. Ford said, it's not a rule per se, but what -- when you're operating a terminal such as Garden City, you have to -- you're constricted by capacity issues. We only have so much track, so there's times that a decision's made that if we can -- and this would be the port itself that gets the preponderance of the traffic anyway, but if we can give them, and just throwing numbers out for purposes of illustration, if we can give them forty cars --
MR. BERRY: I think it's twenty-two.
MR. FORD: Let him answer.
THE WITNESS: Whatever the -- I'm just hypothetical here.
BY MR. BERRY:
Q Right.
A But if we can shove off a large cut of cars to them in the long run it probably helps

Mr. Meyer in that we're opening some tracks, we can have some room to switch span and him his cars. If we're heavily congested you've got to have some place to move rail cars to switch out and Mr. Myers' cars don't -- do not come into the port, just blocked in a string all by themselves. They possibly could but the general rule is they're going to be mixed in with the other customers freight and at some point or the initial thing that we have to do is to classify the cars and get him at least three cars out so we can switch it.

Q Right.

A And sometimes they'll be behind maybe thirty or forty cars that are going to the port, for example, so, from an operating standpoint it makes sense for us to couple those thirty cars, get those delivered, give ourselves a little room and then we can get his cars switched out or our other customers that deliver them.

Q And would it make sense even maybe to do as many as two switches to say the GPA when things are constricted as you just mentioned before getting back around to Mr. Meyers'

facility, in other words, you might double up on a big customer just to wash it out, some?

A That may happen. You know that's going to be the call of local operations manager. He's looking at the overall situation of his yard and we don't play favorites with anybody. Even though we have a contract with the port they're no more -- they're not given anymore or a priority than Mr. Meyer.

Q When you say you've got a contract with the port, you're talking about the easement agreement?

A Right, but there -- we don't play favorites and what we do is based on what is viewed by the operations managers the most sufficient way to get everybody switched in a timely manner.

Q Let me say this, you are providing to the GPA the level of service that is required under the easement agreement, is that fair?

A Well there's no level of service specified --

Q What --

MR. FORD: Let him finish

answering the question.

THE WITNESS: Per se, I mean it says that we'll provide the rail service to the tenants of the port.

BY MR. BERRY:

Q Well, it says more than that.

A Well but I don't think there's a specific --

Q It doesn't give numbers.

MR. FORD: Let him finish answering the question.

THE WITNESS: I don't think there's a specific quantitative level of what that service is.

BY MR. BERRY:

Q No, it isn't but it says it's got to be efficient and it's got to be reasonably suited to the needs of the customer or words to that effect, right?

A That would -- without reviewing it but that language sounds appropriate.

Q And you're saying that y'all are meeting that level of service to the GPA, is that fair? Whatever those words --

A We are operating the most efficient way we can.

Q I mean the only other option is to say that you're not providing that level of service, which would mean you would be in breach of that agreement, I don't think you'd come here to tell me that today, did you?

A Absolutely not.

Q Okay. What you're saying is we're providing the level of service that is required by us under the easement agreement to the GPA, correct?

A Yes.

Q And then you've said further that all the other customers, whether they've been signing easement agreements or not are getting the same level of service because you don't play favorites, right?

A Correct.

Q Okay. So what your -- you would, then, contend that Mr. Meyers is getting the same level of service that would be called for under the easement agreement to be provided to GPA?

A Yes.

BERRY - JASPER (DIRECT EXAMINATION)

Q Okay. Now, what is -- we began this deposition by me asking you if you knew there had been any reduction in deliveries to Mr. Meyers' facility during the January 1st to June 1st 2005 time framing and you said, well, you don't know because you don't know -- you hadn't looked into that but I'm going to ask you now based on your -- the testimony you just gave me a minute ago about how -- you've given me a little bit of description about how traffic jams might occur at the GPA facility and how you might react to those, do you have any reason to believe, sitting here today, that there were -- there was an increased volume of traffic coming into the GPA between January 1st of 2005 and June 1st 2005 that would operate to reduce the number of opportunities SPTR would have to come over to Mr. Meyers' facility?

MR. FORD: I would instruct the witness not to answer any information received on an attorney/client basis. Independent of that you can answer his question.

MR. BERRY: Wait a minute now, the

BERRY - JASPER (DIRECT EXAMINATION)

attorney/client privilege -- if you've got information from your client, SPTR, and then passed it onto him, that's not privileged, okay. You can't create a privilege by having it come through your office, all right.

If it's raw data from SPTR that comes from another desk in SPTR to your desk and then to his desk then there's no privilege associated with it just by virtue of the fact that it crossed your desk.

MR. FORD: My instruction stands.

MR. BERRY: So you're saying that that includes the raw data you received from SPTR?

MR. FORD: I'm not saying anything, my instruction stands, don't answer any information that I provided to you. Other than that, if you have any independent knowledge that answers his question you can answer it.

MR. BERRY: Do you understand that?

BERRY - JASPER (DIRECT EXAMINATION)

THE WITNESS: How about asking your question one more time.

BY MR. BERRY:

Q Do you know, other than from hearing from him, that there were problems out there with increased volumes of traffic between January 1st and June 1st of 2005 that resulted in SPTR having to make fewer trips over to Mr. Meyers' facility?

A What I can say is that the revenue has been strong during the first part of the year which --

Q An indicator?

A -- is an indicator of heavy business. As far as car counts, I don't have specific numbers.

Q And would there be any reason for the folks that are in charge of traffic jams down here in Savannah to be calling you on the phone to complain about it or ask for your advice, is that part of your job description?

A No, it is not.

Q Okay. Who is the guy that needs to be getting those phone calls?

BERRY - JASPER (DIRECT EXAMINATION)

A Currently it's Jerry Gates.

Q He's in Jacksonville?

A Yes.

Q Now, and his job is VP of Operations?

A Well, let me backup. There's a -- here in Savannah we have a general manager by the name of Charlie Young.

Q How long has he been there?

A Since around the beginning of 2000.

Q Okay. And who's --

A 2004.

Q 2004, okay. And who -- what' he do?

A And Charlie Young reports to Jerry Gates who's Vice President of that.

Q Operations or?

A Yeah, Vice President Operations and I think Atlantic region.

Q Okay. Now --

A And just -- Mr. Gates has only been onboard for about two months so he's --

Q Who was before that?

A Dave Rohal.

Q R-o-h-a-l-l?

A No, just one L.

BERRY - JASPER (DIRECT EXAMINATION)
Q Rohal. Now, is there a way, let's say that there's just too much traffic coming in and you're getting jammed up like what you just described, got nowhere to put cars anymore on the port facility, what is it that a railroad does in a circumstance like that?
A Then the cars are backed up into the system, so to speak.
Q They got the whole --
A Yes.
Q -- wherever they were coming from?
MR. FORD: Let him answer the question.
THE WITNESS: We will notify CSX or Norfolk Southern depending and ask them to hold the cars and what they do they say we'll hold them but we're going to interchange them to you on paper even though you don't have possession of them and once you're able to take the cars in and let us know, we'll bring them to you.
BY MR. BERRY:
Q And how does the money work on that?

BERRY - JASPER (DIRECT EXAMINATION)
A Well once they're interchanged to us they'll become our responsibility to as far the car associated with them.
Q And once it's your responsibility and it's still sitting on their track, theoretically, they get to charge you storage or?
A The car owner charges us, and it's referred to as car hire, cars.
Q So it's not necessarily CSX -- let's say it's a CSX holding yard just for purposes of this question.
A Yeah.
Q But the car is owned by Norfolk Southern, let's just say, and it goes into this interchange thing and it's in a holding pattern over there waiting for y'all to give the green light to come in, Norfolk Southern is going to be charging you a daily rate while that car is sitting there?
A It's actually an hourly rate.
Q And can you give me some idea as to what that --
A I -- really it can --cars can run

BERRY - JASPER (DIRECT EXAMINATION)
anywhere from -- well, for box cars could be in the neighborhood of a dollar an hour, something like that.
Q Okay.
A And it can be the -- much higher than that. It's not really something you negotiate, the car owner sets rates.
Q And how do you -- do you get invoiced, let's say in the case of Norfolk Southern, if it was their car you would get invoiced by Norfolk Southern, what, monthly?
A Actually the way it works is the railroads track their own, their car hire responsibility and it's kind of a self-reporting process and you track it on a calendar month basis and at the end of the month you calculate the number of the hours that you held a particular car and this is all -- some of them are very automated function but the system tracks it and you send that -- you have a time limit and I don't recall the time limit but you actually send a check to the car owner saying that -- along with the report that says I kept your car a certain number of hours on our

BERRY - JASPER (DIRECT EXAMINATION)
railroad, here's a check for the car hire and then that -- the car owner has the ability to audit the report that we send and say either we agree or we don't agree and if we don't agree we have a -- there's a claims process that's established and it's all standardized within the railroad industry.
Q Okay. Now, and have there been -- has there been any effort by Rail Link or SPTR to go through and collect whatever charges might have arisen for day hires on cars that SPTR contends were backed up as a result of anything Mr. Meyer did or did not do?
A Are you -- let me restate what I think you asked me, are you saying, did we make any counter or ask for any relief from the car owner?
Q No.
A Okay.
Q I'm saying, did you write a check? Did you really sit down and write a check to car owners, okay.
See, what I'm being led to believe is that while this car's sitting around, not only

BERRY - JASPER (DIRECT EXAMINATION)

is Mr. Meyer being charged demurrage on it, right?

A Yes.

Q But there's day hire, okay, there are costs associated to the railroad for that car to be sitting there, as well?

A Right.

Q And you're telling me it's in the form of day hire, right?

A Car hire.

Q Car hire, right?

A Yes.

Q And what I'm asking is is has anybody sat down and said, you know what, Kenny's complaining about the demurrage, while we were in the complaining business, why don't we tell you what our car hire has been for these same rail cars sitting around doing nothing.

A It would be an incredibly labor-intense effort to determine that because the car hire is not calculated based on the consomme or the customer, if you will, it's -- for example, it's calculated on all cars that a particular car owner owns so Mr. Meyer may get two CSX cars,

BERRY - JASPER (DIRECT EXAMINATION)

just to use an example, but other customers in the port would have CSX cars as well and when we settle up at the end of the month we tell CSX the total of their cars but there's no method nor generally is it needed to determine what the car hire costs are per customer so to --

Q Didn't you give them enough information to do an audit, which would include, theoretically, some identification of the cars that were being --

A No, they -- what they audit is the -- what they're concerned about is the time that the car was interchanged to us and the time it was interchanged off of our line, those are the two times that are critical.

MR. FORD: Just to make this short, you could take all the cars and all of the costs and then break it down for the individual days it was sitting on his side to get a cost for that car hire without knowing which cars were involved specifically with him. I mean it would be a way to calculate what the car hire amount was per car.

BERRY - JASPER (DIRECT EXAMINATION)

THE WITNESS: Well no because each car has a designated rate, I mean it's not --

MR. FORD: Okay.

THE WITNESS: It's based on the investment of the car I mean it's --

BY MR. BERRY:

Q Plus, in addition to having variable rates, when do they first get to start charging you the car --

A They charge us beginning at the what's referred to as the interchange time, that's the railroad, the time that the connecting railroad in our case CSX.

Q So you don't get a grace period? You don't get like a day or two to give it back to them?

A Well we have -- in our case we do have a five day period, but what that is somewhat misleading in that to get the five day relief we've reduced our charges to the connecting railroad for handling the rail car, it was factored in.

In other words, they gave us free time,

BERRY - JASPER (DIRECT EXAMINATION)

what's referred to as free time or same as demurrage and then, in return, we gave them a reduced rate for handling the rail cars.

Q So, to answer your lawyer's question, it's really going to be hard to just extrapolate and say we've got five cars sitting out there for longer than the two days that we've allotted for Mr. Meyer to work them and that automatically will translates into day rates that we're paying or car rates?

A It would be -- it's not impossible, but as I said it would be --

Q Because you've got to do the factoring and everything else, you've got to unwind the --

A You'd have to go back and take each car that was delivered to his facility.

Q Plus you'd have to say I've got a five day grace, am I going to use that or not? You've got all kind of questions to work, don't you? But to your knowledge, nobody's ever taken the time to do that?

A No, and it would -- no.

Q It wouldn't be cost justified?

A It would be hundreds of hours for

BERRY - JASPER (DIRECT EXAMINATION)
somebody to do it.
Q Yeah. Why does -- I mean I've heard this testimony and I guess it's just everything's complicated in this case but if your customer, the person you're sending your freight bill to, y'all send out freight bills, right?
A For the transportation charge?
Q Yeah.
A No, that actually comes from CSX or Norfolk Southern or it comes from the originating carrier. We get paid directly from CSX and Norfolk Southern, they collect the money and pay us. In other words, we get paid directly by CSX.
MR. FORD: Like you said everything's complicated in this case, you can't even get a base line.
BY MR. BERRY:
Q So, how is it that the demurrage ends up getting paid by Mr. Meyer when he ain't got any contractual privity I think is the word that you've been using some before, he's got no privity in contract to anybody. Customers are

BERRY - JASPER (DIRECT EXAMINATION)
contracting with CSX or Norfolk Southern, right?
A For the transportation.
Q For the transportation. They may or may not call up Kenny, right, and say, we're sending this stuff or they may or may not ask Kenny if they think it's a good idea or a bad idea to send five cars or fifty cars, right? But here they come because Norfolk Southern and CSX are coming in and then when they come into Norfolk Southern or CSX here they come from SPTR, right? And here they are sitting over on that track and now it's all coming -- I say everything up to this point got nothing to do with Kenny and then all of a sudden that car sat there fore more than two days, we got to figure out who we want to send a bill to and the answer is, unanimously, Kenny, let's send the bill to Kenny.
A Well, it's not a random selection, it's the consomme of the car that gets the demurrage bill.
Q But if I understand what you're saying is you think the root cause of all of this is problem is that somebody out there placed an

BERRY - JASPER (DIRECT EXAMINATION)
order to send more cars to Savannah for Mr. Meyer to work that could be worked in one delivery a day, that's where you buying the line, right? Somebody put more cars --
A I don't know -- Mr. Meyer, as he said he didn't tell us how to do our railroad business or do I tell him how to do his warehouse business, I'm sure he's very good at it. You know, I don't know, the cars show up --
Q You don't care, you're just saying, the bottom line is I'm an accountant and I can tell you this that he ended up getting more cars than he can handle with what we delivered to him?
A That --
Q That's where you are.
A Yeah.
Q And so we can either blame Mr. Meyer for not working more cars but really he doesn't have any control over how many cars y'all bring into him, right?
MR. FORD: You load up the question and then you say right in

BERRY - JASPER (DIRECT EXAMINATION)
terms of like base line information and he didn't say that. He's talked about the short track the entire time and now you're saying it has to do with number of deliveries.
MR. BERRY: He never mentioned short track a day in his life, that's a dream you've had, okay.
When did you say short track?
MR. FORD: We've been talking about it.
MR. BERRY: No no --
MR. FORD: Number of deliveries he can make per day.
MR. BERRY: What is that Royal Lee, I don't understand who you're talking about.
MR. FORD: The same we used throughout your deposition.
MR. BERRY: I'm talking about this witness. See, he would not -- I can tell you right now, I've been around him long enough to know, he never used the word short track or -- you don't

BERRY - JASPER (DIRECT EXAMINATION)
know what a short track is, do you?
THE WITNESS: I know his facility holds three cars.
BY MR. BERRY:
Q That's right. And you don't want to use derogatory terms about physical inanimate objects like rail tracks, do you? It's kind of hard to get mad a rail track, isn't it?
A It is what it is.
Q That's exactly right. So it's not short and it's not long. Do you think it grew or shrunk at any point during this ten year lease?
A I --
Q You don't, do you? So what I'm saying is is that we probably got somebody bringing in too many cars, isn't that what it boils down to?
A That's -- I mean demurrage is based on using the boss phrase, I mean it's theoretically warehouse space and if you got -- and that's what demurrage originated from using an asset.
Q Don't send the thing unless you're ready to get it unloaded on a one delivery a day basis, that's where you are at the bottom line?

BERRY - JASPER (DIRECT EXAMINATION)
A Or be willing to accept the demurrage charge.
Q Or be willing to accept the demurrage, all right. So we need to be looking at who it is that's sending these things in faster than one delivery a day, don't you think that should be the person we should be getting here at the table in the hot seat?
-- We'll say, why did you send in these cars, more than three a day?
A It's not a question for me.
Q I know. But that's not Kenney Meyers, is it?
A Well, we're paid to deliver freight cars and we deliver them when they show up so I -- you know.
Q Okay. Now, the word in the tariff is -- are you into telling me what tariffs mean?
A In general terms, yes.
Q Okay. Well, generally it says that it has to be a condition attributable to the consomme in order to charge demurrage on a constructive placement basis, do you understand that?

BERRY - JASPER (DIRECT EXAMINATION)
A Uh-huh, yes.
Q What that word attributable to consomme mean?
A That's standard industry wording and --
Q What's it mean? I'm an English major and I'm sitting here, see, look at him, he's crossing his brows and he's an English major, too.
MR. FORD: I tell you exactly what it means.
BY MR. BERRY:
Q And we both --
MR. FORD: I told you what my client meant.
Q Okay. We're interested in knowing what you think it means.
MR. FORD: It means short track even though he's not going to say that.
MR. BERRY: See, he can't even use the word, how could he explain it if he doesn't want to use the word.
THE WITNESS: What is your question again?
BY MR. BERRY:

BERRY - JASPER (DIRECT EXAMINATION)
Q What does that mean, attributable to consomme?
MR. FORD: In this circumstance or in general?
BY MR. BERRY:
Q The tariff, the tariff.
A In this case --
Q It's a generic tariff, y'all didn't make up a special tariff language for Kenny Meyer, did you?
A No.
Q Okay. Well, let's find out what it means?
A In this case the -- whether he's got a track that holds three or nine or whatever, if more cars come in that he has the capacity or the ability to unload, then the car's going to get demurrage and that's a condition of -- that the consomme and he -- it may not be any fault of Mr. Meyers but the fact is, for whatever reason, all the cars are unloaded that have come in on a given day.
Q So that -- let me just translate that, if, for any reason, there is a car that doesn't

BERRY - JASPER (DIRECT EXAMINATION)
get unloaded within two days of being delivered to that port it's his fault or not his fault but it's a condition attributable to him?
A Yes.
Q Well then, why -- why don't you just say, if the car's her for more than two days you get charged demurrage if that's what you mean?
A As I said, that's industry language. That has been around for years so I'm not going to --
Q Well, wouldn't you agree that the more accurate thing to say would be if this car's here for more than two days, you're paying demurrage as opposed to only if it's a condition attributable to you when all conditions are attributable to you?
A Well, like I say --
Q Okay.
MR. FORD: Object to form.
BY MR. BERRY:
Q I just want to make sure that I got this clear, can you tell me one circumstance in which demurrage would be charged or not -- should not be -- the car's been there for more

BERRY - JASPER (DIRECT EXAMINATION)
than two days but demurrage should not be charged because the condition is not attributable to the consomme?
MR. FORD: It depends on what tariff you're -- would you like him to look at the tariff?
MR. BERRY: 1995 tariff, the language is exactly the same under the other one.
MR. FORD: We have a '94 tariff.
MR. BERRY: Well the language is the same under all of them.
MR. FORD: No, it's not.
MR. BERRY: Well you've only given me two tariffs, you're saying there's three?
MR. FORD: No, I'm saying there's two. It's a lot more specific in regards to when it's not his fault, the other one the specifics are more limited.
(Whereupon, an off-the-record discussion was held.)
THE WITNESS: In the former tariff

BERRY - JASPER (DIRECT EXAMINATION)
that we participated in, the ALG 6004 and I'm just glancing at this so it's -- but strike interference is a relief and/or it can be used as --
BY MR. BERRY:
Q Okay. So as you go through them I want to make sure I understand. That means if they have a strike out there at the port that you won't charge Mr. Meyer for any delays associated with the strike?
A This a former tariff.
Q I understand?
A Yeah. As it was in the past. I'm not -- I haven't read it completely but --
Q That sounds correct.
A If bunching occurs is a scenario that there would be relief.
Q I'm sorry, what was the next one?
A Bunching.
Q Yeah. Now what -- let's just say, hypothetically on that one, that the mill up there that Mr. Meyer kept talking about can only make -- can produce paper for eight cars a day and yet he starts receiving these deliveries of

BERRY - JASPER (DIRECT EXAMINATION)
like twenty or fifteen at a time coming in from the Norfolk Southern or CSX facility.
A Uh-huh.
Q Do you know why that happens?
A That's a question for somebody at Norfolk Southern.
Q Well I mean you've told me now that your guys can call up Norfolk Southern and say, hold off a little while on some of these cars, right?
A Uh-huh, yes.
Q So there's a possibility that maybe SPTR might be saying, don't send these things in in strings of eight, we don't want them in strings of eight, just collect a few. When you get up to fifteen, sixteen, whatever send them on in.
A That's -- for one thing, Norfolk Southern would not allow us to cherry pick cars, if you will. If they hold cars it's just going to be an entire interchange but they're not -- they wouldn't do that if we even asked them but --
Q Well, what is bunching?

BERRY - JASPER (DIRECT EXAMINATION)
A Bunching is typically going to be and it deals more with unit trains that are like coal trains, for example, that are going to the utilities and where they will have three, four, five coal trains come in all at one time, that's the more traditional use of it. If you get into individual, you know, operation that has eight cars, I'm not sure and I'm not holding myself out as an expert on these tariffs but my experience has been that typically bunching would not apply in small shipments and when I say small it would be trains of less than fifty cars.
Q Now you're saying that's because the railroad doesn't want it to or because there's a piece of paper somewhere that defines bunching as only applying to fifty or more?
A That's been my experience.
Q Experience.
A And that's a personal opinion, I'm not an expert.
Q Custom and experience, custom and usage, are we defining terms by custom and usage?

BERRY - JASPER (DIRECT EXAMINATION)
MR. FORD: No, he said experience and then you turned around and asked him if it was on a piece of paper and he's already told you.
BY MR. BERRY:
Q What you're telling me is sometimes you don't get the definition. As a matter of fact, this tariff doesn't have a definitional section, does it?
A I thought it did. Does it not?
Q Boy I'm really interested in some definition like what -- attributable to -- conditions attributable to consomme means, you know, we've just talked about that a minute ago.
A Uh-huh.
Q I'd love to see the definition on that.
A I don't know that it has every definition you want.
Q Where would we look to see what the definitions are?
He never did answer my question on whether you have ex parte communications with SPT.
MR. FORD: I have no idea.

BERRY - JASPER (DIRECT EXAMINATION)
BY MR. BERRY:
Q Well, let me put it this way, have you had ex parte communications with SPT?
MR. FORD: Have I called them up directly?
MR. BERRY: Sure.
MR. FORD: It was just like you called Triple A, though. You can call Triple A and ask them anything you want any time, it's not like ex parte.
You don't have a designated person ruling in your case so it kind of doesn't meet the definition because you don't have anybody assigned to you until you bring your case up there, just like you don't with Triple A.
BY MR. BERRY:
Q What were you going to say?
A I was just going to say that this not is the complete tariff. There is a section that has definitions but it's not --
Q So we're missing a critical ingredient in this puzzle?
MR. FORD: No, we're not, that's

BERRY - JASPER (DIRECT EXAMINATION)
just what they have available today to ask questions about, that's not what we provided to you previously.
MR. BERRY: Oh, you're saying you produced it to us?
MR. FORD: Yeah, I sent it to you in the mail.
Here's your glossary terms.
BY MR. BERRY:
Q Okay. Well we've got a definition for constructive placement, that's getting kind of warm, don't you reckon. When a car consigned or ordered to a private track, an industrial interchange track or another than public delivery track cannot be actually placed because of a condition attributable to the consommer or consomme, would you not agree that's the same language that applies in the March 2005 tariff?
A Yes.
Q Same standard, right, you agree with me?
A Same phrase is that what you're asking?
Q Yeah, it's the same standard.
A Uh-huh.

BERRY - JASPER (DIRECT EXAMINATION)
Q All right. Now, where does it -- where are you saying we're getting off base because this whole process got started with your lawyer said that the standard for this tariff is different than the standard for the 2005 tariff.
MR. FORD: No, I didn't. I said the exceptions to demurrage are listed and they're different than the ones in the 2005 tariff.
MR. BERRY: Okay. Well, have you' got 2005?
Can you pull that real quick so we can figure out -- I'm just trying to get to the bottom line, what is different than this tariff and the other tariff?
Because the general standard is the same.
BY MR. BERRY:
Q All I'm after is if the rules of the game changed between '04 and '05 I want to know how, that's all I'm trying to get at and please feel free to get legal advice if you want to, I'm not -- this isn't some trick question I'm

BERRY - JASPER (DIRECT EXAMINATION)
just trying to get to the bottom line.
A The exceptions are --
Q Are different?
A In the 2005 tariff there's exceptions that relief will be granted for railroad error and weather interference.
Q Railroad error?
A Yes.
Q What's that mean?
A That means if we have a billing error we'll correct it, basically.
Q Well, does it define error?
A The statement in the tariff is that if through railroad error incorrect demurrage charges are assessed demurrage charges will be adjusted to the amount that accrued from such error.
Q Okay. So you've got calculation errors and what was the other one?
A Weather interference.
Q Weather, okay. And then the other tariff you've already read off for me the exceptions, is that correct?
A I'm not sure if I had read all of them

BERRY - JASPER (DIRECT EXAMINATION)
or not.
Q Here's where you were, there's strike interference you've already done that one?
A Yes, bunching.
MR. FORD: Which, by the was is specifically excluded in this tariff.
THE WITNESS: Cars running around.
MR. FORD: In the '95 tariff, yes.
BY MR. BERRY:
Q Okay. What?
A Do you want all of them because this seems to be -- cars run around through no fault of consign or consomme.
Q Run around?
A Yes.
Q What does that mean?
A That's where older cars or newer cars are placed ahead of older cars.
Q So the railroad's supposed to deliver the oldest car, first?
A Well, in the old tariff it made a difference because it was a sliding scale of demurrage. The tariff that we have in place now is a flat per day charge per car so it doesn't

BERRY - JASPER (DIRECT EXAMINATION)
-- doesn't really matter.
Q Well, when you say it doesn't matter, if I've got a car that's getting ready to kick off in the forty-eight hour grace period into demurrage, okay --
A Uh-huh.
Q -- and I've got a car that's only one day old, right, then I'm going to tell the railroad, send me the car that's getting ready to kick into demurrage because I don't want it to go into demurrage, right? Is that -- does that not work itself out in the day-to-day practice?
A Yes, it would. Well, just --
Q Are you telling me --
MR. FORD: Hang on, hang on.
MR. BERRY: I'm trying to help him.
MR. FORD: But you never do.
MR. BERRY: Trying counts for something.
THE WITNESS: There may be a scenario, I can't think right off the top of my head if there's no scenario

BERRY - JASPER (DIRECT EXAMINATION)
at all that it would make a difference, there may be some.
BY MR. BERRY:
Q But my question is, assuming it does make a difference, is the railroad required to honor Mr. Meyers' request when he specifically identifies a car and says, bring this car as opposed to that car?
MR. FORD: You mean to avoid demurrage charges?
BY MR. BERRY:
Q Yeah.
A The -- well, the customer has the right to order in the cars that he wants.
Q Now, what if he orders in the car that is already on demurrage or is getting ready to get on demurrage but he gets delivered the three cars that just came on the facility, what effect does that have on the railroad's ability to continue to charge demurrage on the old cars?
A Well, it would be an instance if Mr. Meyer accepted it then -- he would have the option of saying, no, these aren't the cars I ordered, take these three out and bring the

BERRY - JASPER (DIRECT EXAMINATION)
three in that I asked for or --
Q Where does it say that he needs to reject the cars if they're not the ones that he wants?
A Well, if he didn't get the service that he asked for I don't know that it says that anywhere, but it's --
Q But you're telling me, from a practical point of view, that if he wants to enforce the rule that says, bring me the cars that I've asked for because I'm trying to limit my demurrage and they're bringing other cars in, he needs to reject them?
A Yeah, and I would think for Mr. Meyer that he's loading certain types of paper he's not going to, I guess in most cases, accept cars that is not supposed to be shipped out in whatever sequence of export.
Q Now, you said you didn't want to get into his line of business?
A No, I don't.
Q Okay.
A I mean it's just like anything we do in our normal life, if you ask for a service and

BERRY - JASPER (DIRECT EXAMINATION)
you don't get then you ask that be corrected.
Q Well, that's the difference between asking for something to be corrected and reject a delivery because the rejecting a delivery hurt him because he just sat there and looked and he might have been waiting for a day to get three cars into his facility and when they showed up he is really hard-pressed to tell them to turn around and tell them to those three cars back because he doesn't know when they're going to see him again, okay, so what he says is he looks at the guy running the engine and he says, you know what guys, I didn't ask for these three, I wanted, you know, three of the older ones that had been out here for a week and I'm being charged demurrage on a -- it'll be all right, I'll take these three but next time bring me the old car first, the old -- three oldest cars first so I can -- I got to work down this demurrage bill here, I'm getting hurt on this thing, now would you consider that to be an adequate position for him to take to put the railroad on notice that he wants service to comply with his request on specific cars?

BERRY - JASPER (DIRECT EXAMINATION)
A It would certainly be reasonable for him if we didn't do what he ask to be done that he ask that it be corrected.
Q Now, what if they said we don't play -- we're not in the business of picking and choosing cars, which ones are oldest and which ones are newest, we're just going to bring you whatever's first available?
A Well then we have a customer service issue we'd need to address it.
Q Now let's just say assuming you got through all the weeds on that one and they asked you to be the guy to referee it and you say, by gosh, by golly, Kenny has been asking for the oldest cars, we haven't been delivering them, what would be your response to demurrage that should be -- that was charged under those circumstances?
A Well, we've got two scenarios here, if Mr. Meyers asked for specific cars by car number and we don't do what he asked then he certainly has a right to say you haven't done what we asked for.
Q Right.

BERRY - JASPER (DIRECT EXAMINATION)
A If he says -- if he's leaving it up to us to pick the cars and all the cars on demurrage from our position and --
Q No no some --
A If all --
MR. FORD: Let him finish.
THE WITNESS: If all the cars on demurrage and he just wants three cars and he's paying demurrage irregardless or is being accrued then to me if he accepts the three that we bring without specifying car numbers, then we've done service.
BY MR. BERRY:
Q Well you're saying no harm no foul there if they're all collecting demurrage who cares which one you get.
A Yeah.
Q My assumption is some are collecting demurrage and some aren't.
A Well the thing, if we brought -- if you had new cars to come in that are on free time and you brought those then you're going to earn -- the car that you didn't bring that were

BERRY - JASPER (DIRECT EXAMINATION)
already on demurrage, you're going to pay a day for car on those.
Q Then that effects the same, you're saying that --
MR. FORD: If you have ten cars out then and you bring in three more cars and three more cars come in you still got ten cars out there it doesn't matter how you did the math.
MR. BERRY: Yeah, but the three that came in, let's say three just brand new came in, seven were already there collecting demurrage, okay.
MR. FORD: But you're going to get that automatic calculation in there anyway.
BY MR. BERRY:
Q Three new ones came in so I got twenty-four hours -- I got fort-eight hours to work those cars without being charged demurrage. Meanwhile for those same two days I'm getting charged demurrage on my second?
MR. FORD: No, the system's setup to give credit for those forty-eight

BERRY - JASPER (DIRECT EXAMINATION)
hours for the three new cars that came in so it doesn't matter which way you got the cars.
BY MR. BERRY:
Q I'm asking you, not him, are you telling me it doesn't matter which of those ten cars I get I'm going to end up with the same bill at the end of the month? Three brand new cars with a forty-eight hour grace period and seven that have been sitting there and they're all on demurrage time now, does it make any difference which ones I'm getting worked today?
A No, because you're going to get three -- if you bring the new ones you're going to have three additional -- well, you would have seven, you've got seven cars, you've had seven additional --
Q I'd have ten cars now?
A But you'd have seven cars accruing --
Q Yeah, two of them I got -- I got free time on two of them.
MR. FORD: Do it this way.
MR. BERRY: These aren't generic credits, are they, they don't --

BERRY - JASPER (DIRECT EXAMINATION)
MR. FORD: Do it this way, does the -- is the computer system on the billing setup so that if three new cars come in those three aren't delivered immediately? Does the computer credit that forty-eight hours for those three new cars regardless of which ones are delivered?
THE WITNESS: Well in the sense that the -- you had the placement time it goes in and if the car is subsequently released within forty-eight hours, the first forty-eight hours, then there's not going to be a demurrage charge.
BY MR. BERRY:
Q It's car specific, that forty-eight hour period is car specific?
A Correct.
Q He can't mix and match them?
A No.
Q Okay. I'm just trying to be as specific as I can. Do you have any reason to believe that the volume of traffic coming into

BERRY - JASPER (DIRECT EXAMINATION)
the Savannah Port Terminal facility during this period of January to June 2005 spiked during these three months when these demurrage bills got --
MR. FORD: He already answered that.
BY MR. BERRY:
Q -- for Kenny?
MR. FORD: He said income remember, income generated, that's the only information.
BY MR. BERRY:
Q Oh yes.
A Based on the revenue you there was --
Q Other than that?
A Obviously business was --
Q Other than that?
A I don't have specifics --
Q Okay.
A -- at this time.
Q All right.
(Whereupon, a short break was taken.)
CROSS-EXAMINATION

FORD - JASPER (CROSS-EXAMINATION)
BY MR. FORD:
Q Earlier in your testimony you discussed whether or not there were any -- whether the type of service that was being provided to other customers in Savannah differed, at all, from the efforts or the type of service that would be made to Mr. Meyers, do you recall giving that testimony, in general?
A Yes.
Q Okay. Would the length of the track at Capital Cargo and the fact that it would only hold three rail cars, would that be a factor, from an operational standpoint in deciding what rail cars to clear out if you're trying to handle a busier terminal than normal?
MR. BERRY: I'm object as a leading question.
BY MR. FORD:
Q You can answer. In other words --
A You'll have to ask that again.
Q Yeah. If you had -- from an operational standpoint in clearing out a busy terminal, if you had an opportunity to deliver forty cars to a customer versus only three cars

FORD - JASPER (CROSS-EXAMINATION)
as a maximum to Capital Cargo, would the fact that you could only deliver those three cars, would that be a factor in determining which delivery to make at that point in trying to clear out a terminal that was particularly busy?
MR. BERRY: Let me object, hypothetical, it doesn't give necessary facts and assumes facts not in evidence, go ahead.
BY MR. FORD:
Q You can answer.
A Yes, that could be a factor, yes.
Q And in regards to providing service to the other customers at the Savannah port, if one customer has a thirty car track, for example, and normally receives ten cars per day on one delivery and now has twenty cars that need to be delivered, would that type of decision-making process also be a factor in deciding whether or not to deliver twenty cars to that customer or three cars to Mr. Meyer's facility, Capital Cargo, do you understand my question?
A Yes, but the efficiency of the operation would dictate the decision process on

FORD - JASPER (CROSS-EXAMINATION)
that.
Q And the efficiency would -- in terms of clearing out a busy terminal would be towards delivering greater numbers of cars?
A That is correct.
Q Okay. And if I understood your earlier testimony correctly, if you deliver greater number of cars to customers when you have a particularly busy port that that is a factor in providing efficient service to all of the customers?
A Yes. The -- your ability to clear out your or to reduce your capacity issues can benefit the overall efficiency of the port or switching operation and improve the service to all the customers.
Q And from a general standpoint, do you know of any particular reason or any factual basis for believing that Savannah Port Terminal Railroad is preferring any particular customer over Capital Cargo or has done so in the past that led to the demurrage charges?
A No, I'm not aware of any favoritism, whatsoever, that's shown.

FORD - JASPER (CROSS-EXAMINATION)

Q And is -- are any -- does Savannah Port Terminal Railroad have any new customers, at all, at the port that it's now servicing since the nineteen -- since entering into the 1988 easement agreement?

MR. BERRY: Other than what you already testified to.

THE WITNESS: I'm not aware of any new customers on the Garden City terminal.

MR. BERRY: How about off the terminal.

BY MR. FORD:

Q And does the Garden City terminal have separate engines and separate crews that it uses from the other lines in the Savannah area?

A Yes.

Q Typically speaking?

A Yes.

MR. BERRY: Typically speaking, that clears everything up.

BY MR. FORD:

Q The easement agreement that the Savannah Port Terminal Railroad entered into

FORD - JASPER (CROSS-EXAMINATION)

with the GPA, does that specifically provide for jurisdiction by the Service Transportation Board?

MR. BERRY: I'm going to object to that question as calling for a legal conclusion. The man doesn't have the document in front of him, the least you ought to do is show him the document if you going to ask him a question.

BY MR. FORD:

Q You can answer.

A Without looking at it I do not know the answer.

Q Okay. You don't recall the Service Transportation Board --

MR. BERRY: He's already answered that question.

BY MR. FORD:

Q You don't recall the Service Transportation Board as specifically mentioning that?

MR. BERRY: I'm going to object to you badgering the witness, he's already answered the question.

BERRY - JASPER (REDIRECT EXAMINATION)

MR. FORD: I don't have any further questions.

MR. BERRY: I've got a few follow-ups.

REDIRECT EXAMINATION

BY MR. BERRY:

Q Do you want to change any of the testimony you gave me?

A No.

Q Okay. You're still standing behind all that testimony regardless of what he just did?

A Yes.

Q Okay. And if I understood what you just told him in just street language you're saying, we might like him as much as everybody else but if he's got the smallest number of cars he can accept when we get in a jam, he's going to be the last person to be served?

A No, I didn't say he was going to be the last customer to be served. I merely said that at times the decision's made to go rid of more cars rather than less cars but it does, in no way, mean he would not be served.

Q Well I said last I didn't say not, I

BERRY - JASPER (REDIRECT EXAMINATION)

just said --

A Or that he would be last, I mean he may --

Q Well who's he coming from, I'm interested in finding -- I've got to get -- this is a mystery for me. I know that Kenny has a short track because I've been told that numerous times.

Is there anybody else -- is there anybody else that has a shorter track or gets put behind him in the line?

A Well, you're not --

Q Huh?

A There's times his cars might be first out in the tracks and it makes sense to bring them to him, I'm not saying that in every case the longer cut of cars is delivered it just makes --

MR. FORD: You're trying to pigeon hole and it doesn't pigeon hole.

MR. BERRY: It doesn't pigeon hole, does it?

MR. FORD: Absolutely not.

BY MR. BERRY:

BERRY - JASPER (REDIRECT EXAMINATION)
Q So unless his three cars are the first cars on the line he gets the back of the line?
A No and I was speaking -- you're trying to say that there's a pecking order, so to speak.
Q Yeah.
A And there's not.
Q There's nothing -- I'm not trying to be pejorative about it but he -- facts is the facts as Mr. Jacksonville tells me that if you can get twenty cars to somebody else then you're going get the twenty to somebody else before you take the three to him if you're in log jam?
A If we're in a log jam --
Q Right.
A -- everything being --
Q Equal?
A -- equal, I mean if they're not capacity issues then we switch them as we get to them.
Q Sure, sure. So now for what period of this January 1st to June 1st were we under capacity restrictions?
A As I spoke earlier --

BERRY - JASPER (RECROSS-EXAMINATION)
Q You don't know?
A Based on revenue --
Q You don't know?
A I don't know.
MR. BERRY: No further questions.
RECROSS-EXAMINATION
BY MR. FORD:
Q Just so we can further clear up. Are there occasions, in terms of the delivery of the cars, where Capital Cargo's trains -- can there be occasions where Capital Cargo's trains can actually come in first on a line of cars and be up front and need to be delivered?
A Yes, that scenario could occur.
Q But do you, Savannah Port Terminal Railroad have any control over the order in which the cars are brought to the terminal, typically speaking?
MR. BERRY: First of all let me object to you calling him Savannah Port Terminal Railroad, he works for Rail Link.
MR. FORD: He's here on behalf of Savannah Port Terminal Railroad.

BERRY - JASPER (RECROSS-EXAMINATION)
MR. BERRY: I don't care who he's on behalf of he works for Rail Link.
MR. FORD: I don't know why I keep listening to him, go ahead and answer the question.
THE WITNESS: No, we have no control over how the cars are delivered to us by the connecting carriers.
BY MR. FORD:
Q And so the cars can come up co-mingled with other cars for customers at the port as well as in a row?
MR. BERRY: I object to --
THE WITNESS: Yes.
MR. BERRY: -- the pejorative term co-mingled.
BY MR. FORD:
Q And is that that also a factor to be considered how they come in and where they're placed throughout the terminal in terms of deciding when and how to go about making the deliveries?
A Yes. The manager will get a list of the cars and he knows how they stand and he

BERRY - JASPER (RECROSS-EXAMINATION)
makes his decision based on what he feels would be the most efficient way to deliver his traffic on a port.
Q Okay. From an operational standpoint, if you are able to deliver a large amount of cars to -- on a one delivery to help clear out a busy terminal, thereafter, does it necessarily follow that you'll go in a pecking order and deliver the most number of cars to the largest customers or is that like a mixed question depending on the traffic that's out there?
A There's no set answer to that. The -- it's not -- cars will not necessarily be delivered in the -- by volume, if you will, based on who gets the most, it's just how they're delivered to us and the track and what makes the most sense to get the cars delivered in an efficient manner.
Q And do you know of any reason why Savannah Port Terminal Railroad would not deliver cars, three deliveries a day, if it's capable of doing so to Capital Cargo, generally speaking in the past, is there any --
A Yes, there's no reason that we wouldn't

do that.
Q All right. So if your capable of doing it and according to traffic and other conversations in the railroad industry, you would -- have, in the past, provided them with three deliveries per day?
A Yes.
Q All right. And based upon the demurrage charges that were billed to them, there apparently have been occasions where cars were nevertheless sitting on the side at least since May of 2003 when the first demurrage charge went out that is the subject of this lawsuit?
MR. BERRY: That question is downright misleading if you're trying to suggest that there had been three deliveries a day during the entire period of this lease operation. I don't know when you and I are going to come to grips with the fact that there haven't been three deliveries a day and to the extent you're asking him to assume that, it's false.

BY MR. FORD:
Q You can answer if you recall the question.
A I've got --
Q You made the mistake of listening to him. We don't need the question, that's fine. Do you have anything else?
MR. BERRY: Yeah, I do.
REDIRECT EXAMINATION
BY MR. BERRY:
Q Is there any reason why you -- you only got three crews out there working three shifts, right?
A Correct.
Q You got one engine sitting idle. How much does one of them things cost?
A A locomotive?
Q Yeah.
A And switcher type engine somewhere seventy-five to a hundred thousand dollars.
Q That's all?
MR. MEYER: Hell, I can buy one with my check.
MR. FORD: We haven't seen a

check, what you talking about?
MR. BERRY: But it's important to note that you don't have to write that check because you've already got an engine sitting out there idle so what we're talking about, from a cost point of view, if we want to expand the service capability of your railroad is to add a shift, right?
THE WITNESS: Well, that's not as easily done as you would think in some situations.
BY MR. BERRY:
Q Tell me why?
MR. FORD: He's trying to. Quit interrupting him.
THE WITNESS: The -- your work -- of course locomotives have to stay on the track and what happens in a terminal situation like that is that you'll have one switch crew out switching cars and they'll have the entire lead blocked up and just because you've got a second crew there doesn't

mean that they'll be able to have switch accessibility or track accessibility to do work.
And typically what happens is that you've got one crew working, one crew blocked in.
BY MR. BERRY:
Q You've already told me y'all got some overlap when you got two crews working.
A There's some -- I don't mean to imply that every -- that you could never have two crews working.
Q That's right.
A I'm just saying that for an eight hours, generally you're not going to get six -- if you had two crews working eight hours at the same time you're not necessarily going to get sixteen hours of crew work because one's going to be blocked --
Q You're not going to get your bang for the buck is what you're saying, they're going to be able to deliver as many cars per shift because they're going to be running into each other?

BERRY - JASPER (REDIRECT EXAMINATION)

A Exactly.
Q All right. But what's going at three o'clock in the morning out there?
A Well, I don't know if this is still true but it used to be that Norfolk Southern delivered their cars around between midnight and three a.m., so what's happening, if that's still the delivery schedule, I do not know that for a fact, the crew would be switching that inbound delivery from Norfolk Southern.
Q Okay. So you've got a night crew that's handling the incomings from Norfolk?
A That was the past practice, yes.
Q All right. What's happening between three and six?
A You're asking me a specific time, I'm just not familiar with --
Q I'm just visualizing because I mean --
A Some customers may choose to be worked in the middle of the night, I don't know that the switching on a daily basis --
Q You've already told me you've got three crews that work eight hours and there's some overlap between two of them and what does that

BERRY - JASPER (REDIRECT EXAMINATION)

tell us? You ain't covering twenty-four hours. I'm an English major, okay, but I can do that math, eight times three is twenty-four.
A No, and I'd like to --
Q And if there's overlap on two of the eights then --
MR. FORD: Let him answer the question.
BY MR. BERRY:
Q Yeah, right, okay.
A I'm not sure if it's three or four crews that work in a twenty-four hour period because there's twelve people as I recall now assigned to switching positions which would make four crews.
Q Well, now if you got four crews in twenty-four hours, we got us some major overlap.
A No.
Q You got a full one shift overlap. In other words, you got a full eight hours when there's two crews out there working.
MR. FORD: Is there a question.
MR. BERRY: Well he's just told me you can't do that.

BERRY - JASPER (REDIRECT EXAMINATION)

MR. FORD: Well that's not a question.
MR. BERRY: That's economically infeasible to have two crews out there working because you don't get your bang for the buck.
MR. FORD: He's also said it may be four crews and there may be overlap, he doesn't know, he's not the operational guy.
MR. BERRY: I'm confused, I'm getting confused.
MR. FORD: That doesn't surprise anyone.
BY MR. BERRY:
Q Which one is it? You've already told me you can't have two crews --
MR. FORD: The easiest way to -- he's trying to get you pinned down, do you know absolutely --
THE WITNESS: I cannot say. I would have to confirm what the shifts are.
BY MR. BERRY:

BERRY - JASPER (REDIRECT EXAMINATION)

Q Well, what you're saying is it'd be okay to have two crews out there for a full shift overlap.
A What I'm saying is that in a lot of cases you can't have two. If it's set up that way there may be times when you can -- I don't know.
Q Let's say that you do, if it's four then you do, all right, you agree with me on that, if you got four shifts in twenty-four hours you got --
A -- overlap.
Q -- full overlap on a shift and that means you can't -- why couldn't you do it for two shifts? In other words, increasing your capacity by increasing the number of crews and increasing the amount of rail service to your customers if the demand is there now, I'm just talking about if the demand is there because we've got bottlenecks and we got national transportation issues and so we want to avoid those and we think that by just getting three extra guys out there for eight hours we're going to increase the rail service capacity and

BERRY - JASPER (REDIRECT EXAMINATION)
national transportation will be saved.
MR. FORD: I can honestly say that you're not to answer that question because I don't even know if there's a question in there.
Do you got a question?
BY MR. BERRY:
Q Why don't we run five crews if we can run four, if it's going to get Kenny his three deliveries plus other customers who are complaining about not getting their deliveries?
MR. FORD: You've already indicated you don't know site specific so if you don't know say.
THE WITNESS: I -- the operating setup I'm just not -- I can't sit here and state for a fact.
MR. BERRY: Okay. No further questions.
(Whereupon, the deposition of William Jasper was concluded at approximately 4:30 p.m.)

CERTIFICATE

STATE OF GEORGIA:
CHATHAM COUNTY:

I, Kyle J. Saniga, Court Reporter and Notary Public in and for the above county and state, do hereby certify that the foregoing testimony was taken before me at the time and place herein-before set forth; that the witness was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth, that thereupon the foregoing testimony was later reduced by computer transcription; and I certify that this is a true and correct transcript of my stenographic notes so taken.
I further certify that I am not of counsel to either party, nor interested in the event of this cause.

Kyle J. Saniga, CCR
Notary Public, B-2038
Savannah, Georgia

A

ability 34:18 121:3 133:18 146:20 157:13
able 20:4 34:22 48:15 105:15 118:21 165:6 169:2,23
above-entitled 1:19
absolute 89:12
absolutely 113:9 161:24 172:21
absurd 79:7
accept 39:18,25 59:24,25 131:2,4 147:17 160:18
accepted 146:23
accepts 150:12
access 20:4
accessibility 169:3 169:4
accommodate 106:5
account 10:3,8,11 10:19 65:3,9 78:14
accountant 69:12 69:17,20 128:13
accounting 69:10
accounts 10:4
accrued 143:17 150:11
accruing 152:20
accurate 18:25 45:15 134:13
accurately 12:15
acquisition 15:20 15:22
acting 76:6 90:14
ACTION 1:11
activities 40:20
actual 11:3 52:24
add 168:10
addition 124:9
additional 152:16 152:18
address 3:21 34:21 149:11
addresses 68:10
adequate 148:23
adjust 93:20
adjusted 143:17
administration 6:16
administrative 69:10
advice 9:8 74:9 79:5 116:21 142:24
afield 86:25
afternoon 25:9
ago 14:13 15:3,9 52:7 54:4 58:19 114:10 139:15
agree 38:3,3 46:10 64:24 72:2 95:11 95:21 100:22 101:25 121:5,5,5 134:12 141:18,21 173:10
agreed 98:12 101:17,24 103:15
agreement 1:20 8:12 12:11,14 21:17 29:14 35:8 35:12 63:23 64:3 64:10 65:21 68:8 95:20 96:8 98:9 99:22 102:4 104:7 104:11 111:13,21 113:7,12,24 158:6 158:24
agreements 29:11 35:11 36:7 65:25 66:24 113:17
ahead 30:21 52:2 79:18 90:20 94:5 144:19 156:10 164:5
ain't 23:21 46:6 65:19 66:2 72:14 84:8 126:22 171:2
ALG 136:2
Allen 1:18 3:6 5:22
allocated 19:22 53:20
allotted 125:8
allow 137:20
amended 3:11,13 3:18
amount 33:25 36:4 36:5 94:6,12,13 96:10 123:25 143:17 165:6 173:18
analogy 55:20
analysis 100:8,19
and/or 10:20 11:7 72:4,4 136:5
anecdotal 14:13
anecdotally 15:7
annotated 3:3
answer 5:13 24:20 42:13,15 43:3 44:20 46:25 47:6 47:15 49:11,17 51:3,7 53:5 59:21 62:8,24 63:18 64:5 65:10,14 69:13 79:19 80:18 92:3 94:2 101:18 109:19 114:21,23 115:20,23 118:13 125:5 127:17 139:22 155:20 156:12 159:12,14 164:5 165:13 167:3 171:8 174:4
answered 90:7 154:6 159:17,25
answering 69:16 79:18 112:2,12
answers 39:15 115:22
ante 94:22
anybody 37:25 41:8,9 43:3,16 46:18,19,23 51:4 51:18 59:10 95:18 100:12 111:7 122:14 126:25 140:15 161:10,11
anymore 38:10 92:8 111:9 118:5
anyway 84:13 85:21 88:20 105:9 109:13 151:17
apparently 166:11
APPEARANCES 2:2
appearing 5:2 14:14
applies 141:19
apply 95:20 99:5 99:25 101:6 102:22 138:12
applying 138:18
appreciate 40:15 42:2 83:7 86:21 94:21 105:14
appropriate 112:22
approval 9:19 10:8
approve 9:21
approximately 6:7 7:4 29:15,16 174:23
April 45:4
area 158:17
areas 3:24 5:5
arisen 121:12
arises 60:12
arrangement 20:5 27:14
arrival 17:16 45:9
arrived 15:14 94:13
asked 4:3 16:25 42:8,13 43:3 46:17,19 86:6 103:17 121:16 137:23 139:3 147:2,7,12 149:13 149:21,22,24
asking 12:4 25:13 36:12 37:22 43:11 43:15 50:5 58:25 61:12 64:18 73:19 78:6 82:12,15 87:16 89:3,6,16 91:12 92:25 93:8 93:12 102:16 103:5 107:19,21 114:3 116:2 122:14 141:23 148:4 149:15 152:6 166:24 170:17
assessed 143:16
asset 13:5 130:22
assign 67:3,4,7
assigned 18:14 22:3 22:24 140:15 171:15
assigning 67:17
assignment 67:10 67:12,14
associated 115:11 119:4 122:6 136:10
assume 19:20 33:13 63:6,11 83:18 88:15 90:17 166:25
assumed 72:11
assumes 156:9
assuming 19:8 105:17 146:5 149:12
assumption 46:11 58:6 150:20
assumptions 46:13
Atlantic 117:18
attached 13:21 66:19
attempt 68:21
attorney 91:6
attorney/client 101:19 114:22 115:2
attributable 131:22 132:3 133:2 134:4 134:16,17 135:4 139:13,14 141:17
audit 121:4 123:9 123:12
August 1:24
authensible 93:17
authority 1:15 20:23 42:3
Authority's 12:9
authorization 10:8
automated 120:20
automatic 70:3 151:16
automatically

125:10
available 44:20 141:2 149:9
AVANNAH 1:15
Avenue 1:23 2:13
average 36:21
averages 36:22
avoid 146:10 173:22
aware 15:20,24 16:3 53:3 56:16 66:23 68:19 70:15 83:4 89:15 101:8 157:24 158:9
awfully 44:15
a.m 170:8

B

b 2:12 3:5 32:11,12 33:23,24 81:17
back 3:13,23 13:4 14:15,17 25:7,23 27:22 29:20 30:6 31:15 48:13 52:8 52:18 53:7 86:11 89:14 100:17 102:11 110:25 124:17 125:16 148:10 162:3
backed 118:8 121:13
backup 54:8 117:6
bad 84:11 105:21 105:21 127:7
badgering 159:24
ball 74:21
bang 169:21 172:6
base 79:3 91:25 126:19 129:2 142:3
based 26:25 29:24 45:8 63:12 70:4 72:21 107:4 111:15 114:9 122:22 124:6 130:19 154:15 163:3 165:2,16 166:9
basically 86:6 104:12 143:12
basis 12:6 21:19 31:4 32:13 33:16 36:24 44:2 53:22 93:18 114:22 120:17 130:25 131:24 157:20 170:22
beach 19:12 26:17
began 17:18 114:2
beginning 117:10 124:12
begins 57:3
behalf 4:16,21 9:25 163:24 164:3
belief 91:15
believe 16:16 28:17 29:7 30:10 33:18 54:5,19 56:3,19 70:23 83:2 105:12 114:14 121:24 153:25
believing 157:20
benefit 48:11 157:15
Berry 2:4,20,22,24 3:9 4:6,12 5:1,7 5:11,17,19 6:1 7:1 8:1 9:1 10:1 11:1 12:1 13:1 14:1 15:1 16:1 17:1,2,4 17:9,25 18:1,4 19:1 20:1 21:1 22:1 23:1,24 24:1 24:4,24 25:1 26:1 26:16,18 27:1,6 28:1 29:1 30:1 31:1 32:1 33:1 34:1,25 35:1 36:1 36:14 37:1 38:1 38:12,16 39:1 40:1,5 41:1,20 42:1 43:1,9,14 44:1 45:1,16,21 46:1,2,8 47:1,7,10 47:16,25 48:1 49:1,16,21 50:1 50:21 51:1,11,24 52:1,5 53:1 54:1 55:1 56:1 57:1 58:1,24 59:1 60:1 61:1,12,17,21,24 62:1,3,10 63:1 64:1,12 65:1,4,11 65:18 66:1 67:1 68:1 69:1,7,17,21 70:1 71:1 72:1,19 73:1,12 74:1,3,7 74:12,18 75:1,20 76:1,10,17 77:1 77:10,13,17,22,23 78:1,13 79:1 80:1 80:3,21 81:1,14 81:17,22 82:1,4 82:12,15,18 83:1 83:17,25 84:1,19 85:1,10,15 86:1,3 86:24 87:1,3,8,19 88:1 89:1,3,9,22 90:1,21 91:1,3,8 91:13,18 92:1,9 92:13,25 93:1,4,8 93:11 94:1,4 95:1 95:24 96:1,5,16 96:24 97:1,3,6,11 98:1,2 99:1,14,17 99:18 100:1 101:1 101:11,21 102:1 102:16,18 103:1,4 103:9,16,25 104:1 104:3 105:1 106:1 106:12 107:1,8,21 108:1,8 109:1,17 109:22 110:1 111:1 112:1,6,16 113:1 114:1,25 115:1,15,24 116:1 116:4 117:1 118:1 118:24 119:1 120:1 121:1 122:1 123:1 124:1,8 125:1 126:1,20 127:1 128:1 129:1 129:7,13,16,21 130:1,5 131:1 132:1,12,20,25 133:1,6 134:1,21 135:1,8,12,15 136:1,6 137:1 138:1 139:1,6 140:1,2,7,18 141:1,5,10 142:1 142:11,20 143:1 144:1,10 145:1,18 145:21 146:1,4,12 147:1 148:1 149:1 150:1,15 151:1,11 151:18 152:1,5,24 153:1,17 154:1,8 154:13 155:17 156:7 158:7,12,21 159:5,17,23 160:1 160:4,7 161:1,22 161:25 162:1 163:1,6,20 164:1 164:2,14,16 165:1 166:1,16 167:1,9 167:11 168:1,3,14 169:1,8 170:1 171:1,10,24 172:1 172:4,12,16,25 173:1 174:1,8,19
best 53:12
beyond 76:16
big 34:19 91:21 111:3
biggest 100:7
bill 45:18,25 48:19 50:7 51:13 68:24 70:2 72:10 75:2 76:4 77:2,3,4,25 78:25 79:11,23 82:8 83:22 84:25 85:3 86:17 87:22 93:20,22 94:15 126:7 127:17,18 127:22 148:21 152:9
billed 166:10
billing 143:11 153:4
bills 45:3 50:17,23 68:22 72:5 76:15 77:8,9 126:7 154:4
Billy 70:22
bill's 75:6 94:18
bit 52:7 54:24 66:10,11 108:14 114:11
black 13:19
blame 128:20
block 87:12
blocked 110:7 168:24 169:7,20
blowing 84:2
Board 159:4,16,21
boils 130:18
book 17:15 53:25
books 10:13 55:22 55:23
boss 71:3 130:20
bottlenecks 173:21
bottom 14:3 128:13 130:25 142:15 143:2
Boulevard 2:9
boundaries 12:15
box 2:5,13 31:23 120:2
Boy 139:12
brand 151:13 152:9
breach 113:6
breached 99:21
break 52:3 123:19 154:23
bridges 108:16
bring 15:17 18:9 19:24 32:20 106:24 107:11 118:23 128:22 140:16 146:8,25 147:11 148:18 149:8 150:12,25 151:7 152:15 161:16
bringing 35:17 130:17 147:13
brings 18:16
broad 44:15 96:12 96:14
brought 15:11 150:22,24 163:18
brows 132:8
brow-beating 88:22

29:4
buck 169:22 172:7
buddies 70:19
buddy's 70:16
budgeting 9:12
Bulone 70:22 71:21 73:2,3
bunch 90:11
bunching 136:17 136:20 137:25 138:2,11,17 144:5
burning 43:17
busier 155:16
business 17:15 20:16 22:4 25:16 27:12 28:12 36:5 39:10 65:20,22 66:15 85:5,18 91:4,6 102:10 105:14,19,23 106:3 107:24 116:15 122:17 128:8,9 147:21 149:6 154:17
businesses 21:8
busy 78:18 155:23 156:6 157:4,10 165:8
buy 45:18,23 167:23
buying 128:4
B-2038 175:24

C

c 3:4,5 175:2,2
calculate 62:22 69:22 120:17 123:24
calculated 88:3,12 102:12 122:22,24
calculating 70:5
calculation 70:2 82:22 84:11 88:5 90:12 100:5 143:19 151:16
calculations 84:5 88:17 91:23 93:17
calendar 120:16
call 30:23 33:6 49:4 49:7 50:20 56:20 72:20 79:15 91:2 91:3 111:5 127:5 137:9 140:9
called 7:21 43:16 72:12 76:19 77:7 82:5 100:24 113:23 140:5,9
calling 116:20 159:6 163:21
calls 72:18 77:13 78:5 116:25
Campbell 2:8 98:10 104:5
candor 94:21
capability 168:9
capable 165:23 166:3
capacity 55:12 109:8 133:17 157:14 162:20,24 173:17,25
capital 1:6 9:14,17 9:21 10:18 155:12 156:2,22 157:22 163:11,12 165:23
car 31:23 32:4 48:24 54:12 60:6 70:16,20 73:14 74:14 86:18 104:14,15 116:16 119:4,9,10,15,20 120:8,11,14,19,23 120:25 121:2,3,17 121:22 122:6,11 122:12,18,21,24 123:7,14,21,25,25 124:3,7,11,23 125:11,16 127:15 127:21 133:25 141:13 144:21,25 145:4,8,10 146:8 146:8,9,16 148:19 149:21 150:13,25 151:3 153:12,18 153:19 156:16
care 33:23,24 128:12 164:2
cares 150:18
cargo 1:6 12:6 21:2 21:3,7,15 31:9,11 32:19 155:12 156:2,23 157:22 165:23
cargo's 31:21 163:11,12
Carolina 7:15
carried 29:20
carrier 60:19 62:13 126:13
carriers 164:9
carry 40:2
carrying 32:11 99:20,21
cars 18:8,16,16,21 31:16 45:8 50:4,6 58:21 59:18,23 60:2,5,10,14 100:12 109:2,16 109:25 110:4,5,6 110:12,12,16,18 110:20 118:5,8,17 118:22 119:10,25 120:2 121:12 122:19,24,25 123:3,5,10,18,22 125:4,7 127:8,8 128:2,5,10,14,21 128:22 130:4,18 131:11,16 133:17 133:22 136:24 137:10,20,21 138:9,14 144:8,13 144:18,18,19 146:15,19,21,24 147:4,11,13,17 148:8,10,19,25 149:7,16,21 150:3 150:3,8,9,23 151:6,8,8,9,21 152:2,4,8,10,17 152:19,20 153:4,8 155:13,15,25,25 156:3,17,18,21,22 157:5,9 160:17,23 160:23 161:15,18 162:2,3,12 163:11 163:13,18 164:8 164:11,12,25 165:7,10,14,18,22 166:11 168:23 169:23 170:7
car's 121:25 133:18 134:7,13,25
case 20:10 29:8 49:2 95:16 120:10 124:15,19 126:5 126:18 133:8,15 140:13,16 161:18
cases 25:22 147:17 173:6
cash 10:8,19
cause 1:19 127:24 175:20
caveat 19:21 26:11
CCR 175:23
certain 33:25 36:3 36:5 54:17 55:2 55:23,24 95:4 96:10 120:25 147:16
certainly 45:6 149:2,22
Certified 1:21
certify 175:9,16,18
chance 18:2 104:4
change 15:25 160:8
changed 142:22
character 98:15
characteristic 16:14
characterization 32:22
charge 104:23 106:15 116:19 119:7 124:12 126:9 131:3,23 136:10 144:25 146:21 153:16 166:14
charged 45:8 63:8 106:19 122:2 134:8,24 135:3 148:17 149:18 151:21,23
charges 96:22 119:9 121:11 124:22 143:16,16 146:11 157:23 166:10
charging 45:12 119:20 124:10
Charlie 117:8,14
chase 14:12 92:16
CHATHAM 1:2 175:5
check 9:21,23 17:3 120:23 121:2,21 121:22 167:24 168:2,5
checking 17:8
cherry 137:20
choices 29:4
choose 170:20
choosing 149:7
circumstance 108:25 118:7 133:4 134:23
circumstances 97:25 98:3 103:8 149:19
City 12:9 14:20 17:12,23,24 18:9 18:15 20:4,9,17 21:3,5 27:11,15 27:24 28:12,25 30:2,6,7,11,13,15 30:18,22,23 31:10 32:21 36:21 52:10 52:19 53:20 55:14 109:7 158:10,15
CIVIL 1:11
claim 68:21 99:3 101:3
claims 121:6
clarify 18:2 51:2,23 80:19
classify 110:11
clear 81:20 84:20 89:10 95:25 109:2 134:23 155:15 156:6 157:13 163:9 165:7
clearing 155:23 157:4
clears 158:22

click 37:24
client 51:25 89:20 100:21 115:3 132:15
clobber 92:17
close 7:5
clothes 37:2
coal 138:4,6
COASCERTIFI... 2:25
Coastal 1:25 3:25 4:25 5:25 6:25 7:15,25 8:25 9:25 10:25 11:25 12:25 13:25 14:25 15:25 16:25 17:25 18:25 19:25 20:25 21:25 22:25 23:25 24:25 25:25 26:25 27:25 28:25 29:25 30:25 31:25 32:25 33:25 34:25 35:25 36:25 37:25 38:25 39:25 40:25 41:25 42:25 43:25 44:25 45:25 46:25 47:25 48:25 49:25 50:25 51:25 52:25 53:25 54:25 55:25 56:25 57:25 58:25 59:25 60:25 61:25 62:25 63:25 64:25 65:25 66:25 67:25 68:25 69:25 70:25 71:25 72:25 73:25 74:25 75:25 76:25 77:25 78:25 79:25 80:25 81:25 82:25 83:25 84:25 85:25 86:25 87:25 88:25 89:25 90:25 91:25 92:25 93:25 94:25 95:25 96:25 97:25 98:25 99:25 100:25 101:25 102:25 103:25 104:25 105:25 106:25 107:25 108:25 109:25 110:25 111:25 112:25 113:25 114:25 115:25 116:25 117:25 118:25 119:25 120:25 121:25 122:25 123:25 124:25 125:25 126:25 127:25 128:25 129:25 130:25 131:25 132:25 133:25 134:25 135:25 136:25 137:25 138:25 139:25 140:25 141:25 142:25 143:25 144:25 145:25 146:25 147:25 148:25 149:25 150:25 151:25 152:25 153:25 154:25 155:25 156:25 157:25 158:25 159:25 160:25 161:25 162:25 163:25 164:25 165:25 166:25 167:25 168:25 169:25 170:25 171:25 172:25 173:25 174:25 175:25
collect 68:22 121:11 126:14 137:16
collected 45:10
collecting 150:17 150:20 151:14
color 13:18 107:13
colors 14:24
come 10:5,20,24 15:17 29:14 30:6 36:10 37:6 59:18 59:24 60:10,21 73:14 74:14 75:23 79:11 84:3,24 85:20 87:20 94:7 100:3 110:6 113:7 114:18 115:6 119:19 127:9,10 127:11 133:17,22 138:6 150:23 151:8 153:5 163:13 164:11,20 166:22
comes 11:18 101:7 108:18 115:9 126:11,12
coming 31:10 44:17 44:19 45:3 51:5 69:12 74:17 75:2 83:21 84:9 114:15 118:3,12 127:10 127:13 137:2 153:25 161:5
commencing 1:24
comment 87:17
commit 35:17
commitment 99:19
committed 97:22
common 33:8 60:18 62:12
Commonwealth 6:23
communications 139:23 140:4
companies 7:22 8:21 11:14
company 4:17,21 8:2 10:7,25 13:11 48:25 51:17 63:7 78:8,19 96:7 99:3 99:4
compare 103:6,23 107:19
complain 116:21
complaining 122:16,17 174:12
complete 87:4 140:21
completely 136:15
complicated 126:5 126:18
comply 148:25
computer 153:3,6 175:15
concern 79:23
concerned 65:24 123:13
concluded 174:22
conclusion 83:13 159:7
condition 131:22 133:19 134:4,15 135:3 141:17
conditions 134:16 139:14
conductor 56:24
confidence 4:2
confirm 29:10 99:23 172:23
confirming 98:23
confuse 97:2
confused 77:19 82:17 172:12,13
congested 110:4
connecting 124:14 124:22 164:9
consider 148:22
considered 164:20
considering 65:2
consign 144:14
consigned 141:13
consistent 85:17 95:15
consomme 122:22 127:21 131:23 132:3 133:3,20 135:4 139:14 141:18 144:14
consommer 141:17
constricted 109:8 110:24
constructive 131:24 141:12
consultation 9:8
consumer 79:2 80:6
contact 68:13,23
contacted 46:22
container 32:2
contend 113:22
contends 121:12
contents 103:7,13
contiguous 20:7
contingencies 95:5
continue 86:21 146:21
contract 8:10 22:5 64:16,21,22 65:16 67:21 68:3 111:8 111:11 126:25
contracting 127:2
contracts 35:19
contractual 126:23
contributed 59:15
control 48:9 49:25 50:10 51:5,20 55:19,20 59:4 128:22 163:17 164:8
controlling 75:5
controls 9:3
conversation 66:17 72:6 74:16 75:14 76:9,22 80:15 99:24
conversations 70:8 72:21 166:5
copy 64:17 79:21 83:20
corporate 8:3,22 9:11 32:17
Corporately 27:25
correct 5:16 6:4 7:17 8:7,9,18,25 9:14 11:14,15,18 11:19,21,22 14:10 18:10,24 20:2,20 20:25 22:20 23:15 23:16 24:9,10 29:3 32:14 34:23 40:23 55:9 56:11 66:4 68:5 71:25 87:22 90:8,16 94:15 97:10 104:22,25 113:13 113:20 136:16 143:12,24 153:20 157:6 167:15 175:16
corrected 148:2,4 149:4
correctly 5:12 53:16 157:8
cost 123:21 125:24

167:17 168:7
costs 122:6 123:7 123:19
counsel 2:2 175:19
counter 121:17
counts 116:16 145:21
county 1:2 175:5,8
couple 54:14 66:18 69:4 110:18
course 168:19
court 1:2,21,25 3:25 4:25 5:25 6:25 7:25 8:25 9:25 10:25 11:25 12:25 13:25 14:25 15:25 16:25 17:25 18:25 19:25 20:25 21:25 22:25 23:25 24:25 25:25 26:25 27:25 28:25 29:25 30:25 31:25 32:25 33:25 34:25 35:25 36:25 37:25 38:25 39:25 40:25 41:25 42:25 43:25 44:25 45:25 46:25 47:19 47:25 48:25 49:25 50:25 51:25 52:25 53:25 54:25 55:25 56:25 57:25 58:25 59:25 60:25 61:25 62:25 63:25 64:25 65:25 66:25 67:25 68:25 69:25 70:25 71:25 72:25 73:25 74:25 75:25 76:25 77:25 78:25 79:25 80:25 81:25 82:25 83:25 84:25 85:25 86:25 87:25 88:25 89:25 90:25 91:25 92:25 93:25 94:25 95:25 96:25 97:25 98:25 99:20,21,25 100:25 101:25 102:25 103:25 104:25 105:25 106:25 107:25 108:25 109:25 110:25 111:25 112:25 113:25 114:25 115:25 116:25 117:25 118:25 119:25 120:25 121:25 122:25 123:25 124:25 125:25 126:25 127:25 128:25 129:25 130:25 131:25 132:25 133:25 134:25 135:25 136:25 137:25 138:25 139:25 140:25 141:25 142:25 143:25 144:25 145:25 146:25 147:25 148:25 149:25 150:25 151:25 152:25 153:25 154:25 155:25 156:25 157:25 158:25 159:25 160:25 161:25 162:25 163:25 164:25 165:25 166:25 167:25 168:25 169:25 170:25 171:25 172:25 173:25 174:25 175:7,25
cover 19:25
covering 171:2
co-mingled 164:11 164:17
crazy 101:4
create 115:5
credit 151:25 153:6
credits 104:14 152:25
crew 18:13 26:24 31:7 55:12 56:18 56:24 57:20 168:22,25 169:6,6 169:19 170:10,12
crews 55:6,10,23 56:2,5 57:24 105:18 106:24 158:16 167:13 169:10,13,17 170:24 171:13,16 171:17,22 172:5,9 172:18 173:3,17 174:9
critical 97:25 104:17 123:16 140:23
crossed 115:12
crosses 25:18
crossing 132:8
CROSS-EXAMI... 2:20 154:25 155:1 156:1 157:1 158:1 159:1
crunch 108:18
CSX 14:16,19 18:7 18:14,17,23 20:3 20:10,18,20 21:6 21:17 22:3,5 25:18,21 28:19,24 29:12,25 30:10,24 31:9,14,15 32:19 32:20 33:10 36:20 52:18 118:15 119:11,12 122:25 123:3,4 124:15 126:11,14,16 127:2,10,11 137:3
CSX's 27:15 31:7
currently 5:23 70:25 117:2
custom 138:23,23 138:24
customer 36:4 48:19 49:3 71:8 71:15,23 76:24 78:8 79:8 80:6,11 90:24 96:11 105:13 108:20 111:3 112:19 122:23 123:7 126:6 146:14 149:10 155:25 156:16,21 157:21 160:21
customers 34:6 36:12,17 48:17 57:21,22 60:7,9 60:20 67:24 78:16 105:20 108:6 110:10,21 113:16 123:2 126:25 155:6 156:15 157:9,12,17 158:3 158:10 164:12 165:11 170:20 173:19 174:11
cut 109:24 161:18

D

d 2:16 3:4
daily 48:22 119:20 170:22
data 70:4 115:8,16
date 39:7 45:9
dates 45:9
Dave 117:23
day 1:24 26:20 29:20,23 33:15,25 37:18,18 38:5,8 38:13,19,24 40:4 40:6 41:12,23 42:7 44:2 50:11 52:22 54:5,17,22 56:3 57:3,10 58:3 59:18,19,23 60:5 60:14,17,20 61:8 62:5,14,22 76:12 76:18 77:18 88:19 91:7 92:18 95:4 95:13 98:13 99:2 99:6,25 100:2,12 100:24 101:6,23 101:25 102:5,21 104:13 106:7 107:25 108:10 121:12 122:5,10 124:17,20,21 125:10,19 128:4 129:8,15 130:24 131:7,11 133:23 136:24 144:25 145:9 148:7 151:2 156:17 165:22 166:7,19,23
days 37:12,21 39:10 40:9,18 41:5 42:14 43:19 63:2,7,8 73:7 74:25 75:8,12,15 75:24 76:4,16 77:8 79:12 80:8 80:23 81:5,10 82:7,20 91:25 93:7 96:22 97:9 123:20 125:8 127:16 134:2,7,14 135:2 151:22
day-to-day 12:6 28:8 37:5 40:13 40:20 53:22 145:13
dead 84:23
deal 70:21 78:8
dealing 106:6
deals 49:2 138:3
decided 95:2
deciding 155:14 156:20 164:22
decision 40:14 156:25 165:2
decision's 109:10 160:22
decision-making 156:19
DEFENDANT 2:7 2:11
Defendants 1:16
define 143:13
defined 13:20
defines 138:17
defining 138:24
definitely 30:9
definition 139:8,13 139:17,19 140:14 141:11
definitional 139:9
definitions 139:21 140:22
degree 64:20 69:11
delays 136:10
deliver 43:20 105:7 108:5,20 110:21

131:15,16 144:20 155:24 156:3,21 157:8 165:3,6,10 165:22 169:23
delivered 72:3,7 110:19 125:17 128:15 134:2 146:18 153:5,9 156:19 161:18 163:14 164:8 165:15,17,18 170:7
deliveries 33:25 35:18 37:13 38:5 38:13,19 39:4,7 39:10,17,18 40:10 40:17 41:3,6,12 41:13,23 42:6,15 42:22 43:10,21 44:2 63:3,9 95:3 95:13,18 96:10,20 97:8,9,17,21 99:6 100:11 101:25 102:5,21,23 105:11 108:5 114:4 129:6,14 136:25 164:23 165:22 166:7,19 166:23 174:11,12
delivering 149:16 157:5
delivery 60:17 98:13,18,25 99:5 100:2 101:6 108:19 128:4 130:24 131:7 141:16 148:5,5 156:5,18 163:10 165:7 170:9,11
demand 173:19,20
demurrage 44:25 45:3,8,12,18,25 46:4,20 48:9,18 49:4,9,25 50:7,9 51:5,13,19 58:20 59:4,16,20 60:11 60:15 62:21,22 63:8 68:22 69:22 72:5 73:5 78:3,24 81:2 82:21 84:4 84:11 88:3,18 90:12,16 91:23 96:22 97:9 98:19 98:20 99:2,7 100:2,10 102:11 102:23 104:24 106:15,19 122:2 122:16 125:3 126:21 127:21 130:19,22 131:2,4 131:23 133:19 134:8,15,24 135:2 142:8 143:15,16 144:24 145:6,11 145:12 146:11,17 146:18,21 147:13 148:17,21 149:17 150:4,9,10,17,21 151:2,14,21,23 152:12 153:16 154:4 157:23 166:10,13
depending 118:16 165:12
depends 135:5
depo 49:20
deposition 1:18 3:10 4:14 69:19 114:3 129:20 174:21
derogatory 130:7
describe 33:9 109:3
described 118:5
description 114:11 116:22
design 32:16,17
designate 3:23
designated 3:16 4:6 5:5,14 124:3 140:12
designed 18:20 31:3
desire 43:18
desk 15:18 115:9 115:10,10,13
detail 80:2
details 4:10
determine 65:5 122:21 123:6
determining 156:4
develops 70:3
dictate 156:25
differ 13:15
differed 155:6
difference 35:23 90:23 91:21 101:8 106:17 107:6 144:23 146:2,6 148:3 152:13
differences 102:14
different 4:24 11:13 85:4 107:13 142:6,9,16 143:4
differently 41:4
difficulties 34:20
dinner 45:19,24
direct 2:19 5:1,18 6:1 7:1 8:1 9:1 10:1 11:1 12:1 13:1 14:1 15:1 16:1 17:1 18:1 19:1 20:1 21:1 22:1 23:1 24:1 25:1 26:1 27:1 28:1 29:1 30:1 31:1 32:1 33:1 34:1 35:1 36:1 37:1 38:1 39:1 40:1 41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1 49:1 50:1 51:1 52:1,20 53:1 54:1 55:1 56:1 57:1 58:1 59:1 60:1 61:1 62:1 63:1 64:1 65:1 66:1 67:1 68:1 69:1 70:1,12 71:1 72:1 73:1 74:1 75:1 76:1 77:1 78:1 79:1 80:1 81:1 82:1 83:1 84:1 85:1 86:1 87:1 88:1 89:1 90:1 91:1 92:1 93:1 94:1 95:1 96:1 97:1 98:1 99:1 100:1 101:1 102:1 103:1 104:1 105:1 106:1 107:1 108:1 109:1 110:1 111:1 112:1 113:1 114:1 115:1 116:1 117:1 118:1 119:1 120:1 121:1 122:1 123:1 124:1 125:1 126:1 127:1 128:1 129:1 130:1 131:1 132:1 133:1 134:1 135:1 136:1 137:1 138:1 139:1 140:1 141:1 142:1 143:1 144:1 145:1 146:1 147:1 148:1 149:1 150:1 151:1 152:1 153:1 154:1
direction 31:11
directly 9:22 10:3 41:22 73:23 126:13,16 140:6
disagree 38:2
disaster 35:15
disclosure 3:2 82:6
disconnect 69:14
discuss 46:23
discussed 5:15 88:2 155:3
discussing 80:16
discussion 12:18 59:9 67:16 70:12 76:15 86:10 87:21 87:24 98:24 135:24
discussions 37:9 51:10 98:24
dispute 68:17 72:9 72:11,23 73:5,17 76:25 90:16 105:14
disputes 72:5
dissolve 90:15
distinction 32:7,9 74:5
distract 91:9
divided 8:13
doable 107:23
document 28:8 98:7 103:17,22,23 159:8,9
documentation 9:3
Doe 11:16
dog 28:22
doing 5:13 12:5 19:2 54:2 64:13 84:8 85:18 122:19 165:23 166:3
dollar 45:17,25 74:21 101:3 120:3
dollars 69:24 78:2 100:14,15,19 101:4,15 167:21
double 111:2
doubt 85:23
downright 166:17
downtown 19:6,11 40:18
DRAUGHN 2:12
dream 129:9
drive 48:24 70:17 70:20
drop 74:21
drove 85:24
due 94:7,12
duly 3:7 175:12
dust 70:10

E

E 2:16 175:2,2
earlier 12:19 95:7 100:13 108:11 155:3 157:7 162:25
earn 150:24
easement 12:10,11 12:14 68:7 111:12 111:21 113:12,17 113:24 158:6,24
easier 107:3
easiest 172:19
easily 168:12
Eason 70:22 71:15 72:22,24 83:3
Eason's 70:24
east 1:23 2:13 19:6

19:11
economically 172:4
effect 64:6 65:22 112:20 146:19
effecting 64:22 65:4,19
effects 151:4
efficiency 156:24 157:3,15
efficient 112:18 113:2 157:11 165:3,19
efficiently 55:17
effort 50:2 121:10 122:21
efforts 155:7
eight 15:23 56:12 56:14 58:7,8,13 107:11 136:24 137:15,16 138:8 169:15,17 170:24 171:4,21 173:24
eights 171:7
either 10:22 20:15 22:11 27:18 28:14 29:4,25 33:15 40:22 41:21 49:18 51:6 70:13 121:4 128:20 175:19
emphasize 72:13
employed 5:23
employees 11:9,13 58:14
empty 21:4 31:13 31:16
enclosed 55:13
ended 84:6 128:14
ends 66:19 126:21
enforce 147:10
enforced 88:19
engine 11:20 12:19 12:25 13:2,8,10 14:4,11,14,21,21 15:7,9,10,14,17 15:22 16:15 18:18 18:19,20 19:5,22 20:14 25:10 26:6 26:7 27:11 30:2,8 30:13,14,19,24 37:2 52:21,22 54:8,13 148:13 167:16,20 168:6
engineer 56:22
engines 11:5,6,17 13:15,20,22 14:24 16:19 17:12,14,18 18:8 19:2,16 22:22,23 23:5 28:10,24 52:17 53:10,15,21,24 54:2,3,8 158:16
English 132:6,8 171:3
ensued 50:25
enter 35:7,10,18 36:7
entered 33:20 68:8 96:8 98:8 158:25
entering 35:3 158:5
entire 129:4 137:22 166:19 168:24
entitled 59:17
envelope 78:2
environment 55:14
equal 162:18,19
equally 79:22
error 143:6,8,11,13 143:15,18
errors 143:19
escalation 59:15
ESQUIRE 2:4,8,12
established 9:17 121:7
estimate 61:23,24
ethics 85:5
event 17:10 27:3 54:11 175:20
everybody 111:17 160:16
everyday 76:11 91:4
everything's 126:5 126:18
evidence 14:13 156:10
evident 50:24
ex 139:23 140:4,11
exact 5:9 7:18
exactly 78:6 130:11 132:10 135:9 170:2
EXAMINATION 2:19,21,23 5:1,18 6:1 7:1 8:1 9:1 10:1 11:1 12:1 13:1 14:1 15:1 16:1 17:1 18:1 19:1 20:1 21:1 22:1 23:1 24:1 25:1 26:1 27:1 28:1 29:1 30:1 31:1 32:1 33:1 34:1 35:1 36:1 37:1 38:1 39:1 40:1 41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1 49:1 50:1 51:1 52:1 53:1 54:1 55:1 56:1 57:1 58:1 59:1 60:1 61:1 62:1 63:1 64:1 65:1 66:1 67:1 68:1 69:1 70:1 71:1 72:1 73:1 74:1 75:1 76:1 77:1 78:1 79:1 80:1 81:1 82:1 83:1 84:1 85:1 86:1 87:1 88:1 89:1 90:1 91:1 92:1 93:1 94:1 95:1 96:1 97:1 98:1 99:1 100:1 101:1 102:1 103:1 104:1 105:1 106:1 107:1 108:1 109:1 110:1 111:1 112:1 113:1 114:1 115:1 116:1 117:1 118:1 119:1 120:1 121:1 122:1 123:1 124:1 125:1 126:1 127:1 128:1 129:1 130:1 131:1 132:1 133:1 134:1 135:1 136:1 137:1 138:1 139:1 140:1 141:1 142:1 143:1 144:1 145:1 146:1 147:1 148:1 149:1 150:1 151:1 152:1 153:1 154:1 160:1,6 161:1 162:1 167:1 167:10 168:1 169:1 170:1 171:1 172:1 173:1 174:1
example 13:4,23 110:17 122:23 123:2 138:4 156:16
exception 31:3,4
exceptions 142:8 143:3,5,24
excited 39:24
excluded 144:7
Excuse 95:24
executive 78:19
exhibit 100:5
existence 29:14
expand 168:8
expect 19:4,15 20:11 64:17
expected 33:12
expended 9:25
expenditure 10:18
expenditures 9:15
expense 9:24
experience 138:11 138:19,20,23 139:2
expert 138:10,22
expired 79:12 80:23
explain 26:20 93:6 132:21
explanation 27:3 46:9
export 147:19
extend 106:3
extent 3:20 4:25 166:24
extra 173:24
extrapolate 125:6

F

F 175:2
face 84:3
facility 14:16 17:13 18:10 20:15 21:6 21:15 26:24 27:24 32:19 37:14 38:6 43:25 52:10,19,19 53:21 59:10 84:18 97:22 111:2 114:5 114:12,19 116:10 118:6 125:17 130:3 137:3 146:19 148:8 154:2 156:22
fact 18:6 35:9 43:24 52:7 59:24 83:14 88:8,18 89:15 92:17 98:5 115:12 133:21 139:8 155:12 156:2 166:22 170:10 174:18
factor 59:8 75:6 155:13 156:4,13 156:20 157:10 164:19
factored 124:24
factoring 125:14
facts 59:6 156:9,9 162:10,10
factual 157:19
failed 43:20 86:14 91:24
failure 80:7
fair 17:16 28:16 32:22 37:3 41:3 43:4 44:12,13 54:18 55:22 56:10 58:5 66:3 69:18 73:15,15 82:2,14 97:17,23 111:21 112:25
faith 87:21 90:15 92:24 93:6
faithful 92:5
false 166:25
familiar 16:11 19:7 25:19 57:17 108:21 170:18

far 7:9 27:2 36:25 39:11 65:23 69:19 86:25 99:8 116:16 119:3
fast 58:22
faster 131:6
fault 60:11 133:20 134:3,3 135:20 144:13
favor 92:2
favorites 111:7,15 113:19
favoritism 157:24
February 45:4 100:6
feed 48:13
feel 142:24
feels 165:2
fellas 49:9
fellow 105:21
fewer 116:9
field 6:10
fifteen 73:7 74:25 75:8,11,15,24 76:3,16 77:8 79:12 80:8,23 81:5,10 82:7,20 88:19 91:25 92:18 93:7,25 137:2,17
fifty 45:17,25 46:4 69:23 74:20 77:14 78:2 101:3 127:8 138:13,18
fight 28:23
figure 12:24 37:24 38:2 41:2,5,13,14 41:21 53:6 127:16 142:14
file 68:20
filed 40:25 68:20
fill 54:23
final 9:19
Finally 100:24
find 11:16 18:23 42:6,8 46:14 49:23 50:2,9 52:16,20 69:3 98:16,19 133:13
finding 161:6
fine 80:18 97:20 167:7
finish 36:13 50:18 79:17 111:25 112:11 150:7
finite 94:12
firm 46:23
first 3:7 56:15 76:18 79:15 80:14 82:11 94:25 108:19 116:12 124:10 144:21 148:19,20 149:9 153:14 161:15 162:2 163:13,20 166:13 175:12
firsthand 49:5
fit 63:24
fits 57:18
five 6:7 73:25 76:12 124:20,21 125:7 125:18 127:8 138:6 174:9
fixed 13:5
fixing 66:8
flat 144:25
flex 34:22
flipping 26:13
Florida 2:10
flow 8:23 106:5
flows 8:23
folks 28:15,18 68:14 88:2 116:19
follow 66:15 165:9
follows 3:8
follow-ups 160:5
foot 79:3 91:25
Force 35:13
Ford 2:8,8,21,23 3:17 4:8,23 5:8,16 16:23 17:8,22 18:3 23:22 24:2 24:23 26:11 27:5 34:24 36:13 38:7 38:15 39:23 41:16 43:7,10 45:14,20 45:23 46:7 47:5,9 47:12 49:14,19 50:18 51:7,21 58:23 61:10,14,19 61:23 62:6 64:7 64:25 65:8,13 69:3,15 72:16 73:8,18 74:4,10 74:15 75:17 76:2 77:6,12,14,21 78:11 79:17 80:13 81:11,15,19 82:2 82:10,13 83:9,23 84:15 85:8,12 86:20,25 87:4,17 88:21 89:5,11 90:18 91:2,5,10 91:14 92:2,11,21 93:2,5,9 94:2 95:22 96:15,18,25 97:24 98:10 99:12 99:15 100:18,24 101:10,18 102:13 102:17,24 103:5 103:11,20 106:10 107:7,17 108:3,23 109:4,19 111:25 112:11 114:20 115:14,18 118:13 123:17 124:5 126:17 128:24 129:11,14,19 132:10,14,18 133:4 134:20 135:5,11,14,18 139:2,25 140:5,8 140:25 141:7 142:7 144:6,9 145:17,20 146:10 150:7 151:6,15,24 152:23 153:2 154:6,10 155:1,2 155:19 156:1,11 157:1 158:1,14,23 159:1,11,19 160:2 161:20,24 163:8 163:24 164:4,10 164:18 167:2,25 168:16 171:8,23 172:2,8,14,19 174:3,13
Ford's 100:17 102:3 104:5
fore 127:16
foregoing 175:9,14
forever 80:9
forget 77:19 105:8
form 34:24 38:7 46:7 82:10 101:10 108:13,23 122:9 134:20
formal 67:10,15
former 135:25 136:12
forth 14:15,17 25:23 29:20 34:21 50:25 52:8,18 105:19 175:11
forty 69:23 109:16 110:16 155:25
forty-eight 145:5 151:25 152:10 153:7,14,15,18
forty-five 25:8
fort-eight 151:20
forward 99:24 101:25 102:6,9,10 102:22
foul 150:16
found 72:8 93:19
four 6:19 7:8 36:23 37:6 76:12 100:14 100:15,19 101:4 101:15 138:5 171:12,16,17 172:9 173:9,11 174:10
fourteen 7:9
framework 105:18
framing 114:6
free 79:5 124:25 125:2 142:24 150:23 152:21
freight 110:10 126:7,7 131:15
Friday 3:19
friendly 79:2 80:6
front 159:8 163:14
fulfilling 71:18
full 5:21 55:22 82:5 171:20,21 173:3 173:14
function 70:3 120:20
functions 69:10
fundamentally 98:15
funded 9:15,22
funds 9:25 10:5,7
further 40:2 113:15 160:3 163:6,9 174:19 175:18

G

G 8:4,23 10:5,15,20 22:11
game 142:22
Garden 12:9 14:20 17:12,22,23 18:9 18:15 20:4,9,17 21:3,5 27:11,15 27:24 28:12,25 30:2,5,7,11,13,14 30:18,22,23 31:10 32:21 36:21 52:9 52:19 53:20 55:14 109:7 158:10,15
Gates 117:2,15,20
gee 107:10
general 6:16 35:16 40:7 52:12 57:16 89:4 102:2 110:8 117:7 131:20 133:5 142:18 155:9 157:18
generally 4:4 38:10 55:8,13 57:19 123:6 131:21 165:23 169:16
generate 10:14 59:20
generated 50:7 60:15 154:11
generic 133:9 152:24
generically 80:17
Genese 7:25 8:5,12 9:18,20 10:9 13:18 22:14
Georgia 1:2,15 2:5

2:14 12:9 175:4 175:25
getting 7:5 36:25 39:24 41:11 59:12 70:20 74:21 77:17 86:23 110:25 113:17,22 116:25 118:4 126:22 128:14 131:8 141:12 142:3 145:4,10 146:17 148:21 151:22 152:13 172:13 173:23 174:12
gist 99:23
give 18:2 19:21 54:14 61:15 62:8 76:23 95:24 96:20 96:21 102:21 104:14 105:15,16 105:21 109:13,16 110:19 112:10 119:18,23 123:8 124:17 151:25 156:8
given 29:20 40:17 42:7 48:19 52:22 54:9 55:7 59:24 60:14 95:16 102:24 106:7 111:9 114:10 133:23 135:16
giving 104:4 155:8
glad 103:19,25
glancing 136:3
glossary 141:9
go 3:23 4:9 7:8 14:4 16:17 17:7 18:8 20:18,18 21:5 27:14,18 30:21 33:7 47:3 51:24 51:25 52:8 69:2 77:18 79:18 81:3 83:6 90:10,20 94:5 98:21 121:10 125:16 136:7 145:12 156:10 160:22 164:5,22 165:9
goes 31:14 92:23 119:16 153:12
going 3:14,22 14:3 14:7,15 15:16,19 17:25 20:14,17 21:4,5,7,7 23:4,10 23:20 30:25 31:19 33:21,22,24 34:13 34:14,15,19 35:16 36:22 38:9,23 41:14 44:14 48:6 49:8 51:18 58:18 59:11 66:12,12,14 66:20 68:20 70:16 70:17 73:4 75:6 75:10,13,21,24 77:18,19 78:4,23 80:5,9,25 82:8 83:6 84:13 86:16 88:20 91:20,24 92:17 93:14,16,18 93:20,21 94:21 95:3 96:9 98:4,11 98:14 99:25 100:25,25 101:2,5 102:4 104:23 105:11,22 107:20 108:2 110:9,16 111:4 114:8 118:19 119:19 125:6,19 132:19 133:18 134:10 137:21 138:2,4 140:19,20 145:9 147:17 148:11 149:8 150:24 151:2,15 152:8,14 152:15 153:16 159:5,10,23 160:18,20 162:12 166:21 169:16,18 169:19,21,22,24 170:3 173:24 174:10
Golden 22:9,10,13 22:21,25 23:11,17 24:6,8,9 25:10 26:7 28:2,5,18 30:12,19 32:18 52:7,21
golly 107:15 149:15
good 46:9 49:11 55:20 74:9 76:23 84:11 87:21 90:2 90:15 91:19 92:5 92:24 93:6 100:21 101:16 102:8,9,10 127:7 128:9
goose 92:16
gosh 149:15
gotten 77:3 101:13
GPA 53:20 63:24 64:4 65:22 66:2,6 66:18,18,23 67:16 67:21 68:3,8,13 110:23 111:20 112:24 113:12,24 114:12,16 159:2
GPA's 67:17
grab 18:8
grace 124:16 125:19 145:5 152:10
grand 76:12
granted 28:5 143:6
greater 157:5,8
green 13:16 119:18
grew 130:12
grips 166:22
ground 11:25
guarantee 34:12,17 36:2,3 96:13,17 96:19 97:7 104:20 108:2,5,11
Guaranteed 62:17
guarantees 33:14 33:17,19 34:3 35:3 36:4 62:18 62:19 95:17 96:9 97:8
guess 13:7 15:15 31:24 126:4 147:17
guidance 9:11
guy 33:2 41:10 56:20 87:11,13,14 88:22 116:24 148:13 149:14 172:11
guys 8:4 30:23 34:9 34:17 49:5 66:6 72:8,22 73:24 74:2,10,13 83:21 85:24 87:3,15 88:12 89:13,24 90:2 137:9 148:14 173:24
guy's 72:25

H

Habersham 2:4
hand 47:18 49:10
handle 76:22 128:15 155:16
handled 54:13 81:12
handles 69:10
handling 63:14 124:23 125:4 170:13
hands 47:14
hang 76:2 86:12 145:17,17
happen 29:18 45:7 62:25 111:4
happened 46:6 88:7,16 89:14,19 91:16 92:4,6,11 92:23 94:23,25 95:2
happening 170:8 170:15
happens 11:17 100:7 106:6 137:5 168:20 169:5
happy 72:14
hard 4:19 64:21 125:6 130:9
hard-pressed 148:9
harm 150:16
head 47:18 145:25
heard 16:9 26:21 86:8 95:6 100:13 106:2 126:3
hearing 116:5
heavily 110:4
heavy 54:11 116:15
held 6:5 71:10 85:15 86:10 120:18 135:24
Hell 167:23
help 12:19 63:17,22 104:6 107:5 145:18 165:7
helps 109:25
herein-before 175:11
hey 78:17 80:11
he'll 106:24
high 79:11
higher 48:19 120:6
highest 58:4
hire 119:10 120:14 121:2 122:5,10,11 122:12,18,21 123:7,22,25
hires 121:12
hold 7:3 49:17 77:6 80:13 86:20 118:17,18 137:10 137:21 155:13
holding 14:16 25:7 119:12,17 138:9
holds 130:4 133:16
hole 161:21,21,23
honest 4:8 90:5
honestly 174:3
honor 146:7
horse 107:13
hot 131:9
hour 1:25 56:12,14 58:7,9 106:24 120:3 145:5 152:10 153:19 171:13
hourly 119:22
hours 36:23 37:7 58:13,15 69:4 106:3 107:25 108:9 120:18,25 125:25 151:20,20 152:2 153:7,14,15 169:16,17,19 170:24 171:2,18 171:21 173:12,24
Huh 161:14

hundred 48:17 55:2 69:23,23 74:20 77:14 101:3 167:21
hundreds 125:25
hurt 107:6 148:5 148:21
hypothetical 77:7 87:5 88:23 109:21 156:8
hypothetically 89:19 136:22
hypotheticals 80:17

I

idea 60:16 119:23 127:7,8 139:25
identification 123:10
identified 13:3 44:4
identifies 146:8
identify 13:5
identifying 16:13
idle 167:16 168:6
illustration 109:15
imagine 87:2
immediately 153:6
impact 64:13 65:5
impediments 35:2
imply 169:11
important 103:10 168:3
impossible 24:7 125:12
improve 157:16
inanimate 130:7
inbound 170:10
include 68:3 96:11 123:9
includes 9:10 115:16
income 154:10,11
incomings 170:13
inconsistent 85:17
Incorporated 1:6 6:2,17,24
incorrect 143:15
incorrectly 88:4
increase 173:25
increased 114:15 116:7
increasing 173:16 173:17,18
incredibly 122:20
incumbent 79:25 80:5
incurred 99:7
independent 114:23 115:22
indicated 62:7 174:14
indicator 116:14,15
indirectly 41:22
individual 8:21 123:20 138:8
industrial 141:14
industry 60:23 121:8 132:5 134:9 166:5
infeasible 172:5
information 4:4 48:16 59:13 100:18 114:21 115:3,20 123:8 129:2 154:12
ingredient 140:23
initial 110:11
initially 10:9 55:3
initiate 29:25 30:6 30:13,16 32:19
inquire 48:18
inquiring 20:6
insist 84:14 93:21
instance 11:5 52:15 66:8 70:14 146:22
instruct 73:18 76:21 114:20
instructed 41:9
instruction 115:14 115:19
intended 18:21
intentional 69:13
interchange 118:19 119:17 124:13 137:22 141:15
interchangeable 53:10 54:4
interchanged 119:2 123:14,15
intercompany 10:18
interest 106:8
interested 132:16 139:12 161:6 175:19
interesting 75:14
interface 71:14
interfaced 73:24
interfacing 74:2
interference 136:4 143:7,21 144:4
intermodal 14:20 18:6 20:3,10 21:6 21:14 22:4,5 27:12,15,24 28:11 30:10,15,21,22 31:7,13,14,22,25 32:2,20 36:21 52:9,18
interrupt 36:16 47:5
interrupting 47:7 168:17
introduction 17:13
investment 124:7
invoiced 120:9,11
involved 28:25 37:5 40:13 48:7,20 50:13 89:18 123:23
irregardless 150:10
Isles 22:9,10,13,21 22:25 23:11,18 24:6,8,9 25:10 26:7 28:2,5,18 30:19 32:18 52:7 52:21
isolate 52:14
issue 33:21 37:20 46:12 48:14 68:16 68:17 149:11
issued 9:21 10:2,9
issues 3:21 38:11 106:18 109:8 157:14 162:20 173:22
it'd 64:21 173:2
it'll 148:17
I-16 14:16 18:7

J

J 1:20 175:7,23
Jacksonville 2:10 6:3 40:21 42:12 48:23 84:21 86:11 97:5 117:3 162:11
jam 160:18 162:14 162:15
jammed 118:4
jams 114:11 116:19
January 37:14 38:18,21 40:7,8 43:19 52:15 63:3 114:5,16 116:8 154:3 162:23
Jasper 1:18 3:6,20 5:1,22 6:1 7:1 8:1 9:1 10:1 11:1 12:1 13:1 14:1 15:1 16:1 17:1 18:1 19:1 20:1 21:1 22:1 23:1 24:1 25:1 26:1 27:1 28:1 29:1 30:1 31:1 32:1 33:1 34:1 35:1 36:1 37:1 38:1 39:1 40:1 41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1 49:1 50:1 51:1 52:1,6 53:1 54:1 55:1 56:1 57:1 58:1 59:1 60:1 61:1 62:1 63:1 64:1 65:1 66:1 67:1 68:1 69:1 70:1 71:1 72:1 73:1 74:1 75:1 76:1 77:1 78:1 79:1 80:1 81:1 82:1 83:1 84:1 85:1 86:1 87:1 88:1 89:1 90:1 91:1 92:1 93:1 94:1 95:1 96:1 97:1 98:1 99:1 100:1 101:1 102:1 103:1 104:1 105:1 106:1 107:1 108:1 109:1 110:1 111:1 112:1 113:1 114:1 115:1 116:1 117:1 118:1 119:1 120:1 121:1 122:1 123:1 124:1 125:1 126:1 127:1 128:1 129:1 130:1 131:1 132:1 133:1 134:1 135:1 136:1 137:1 138:1 139:1 140:1 141:1 142:1 143:1 144:1 145:1 146:1 147:1 148:1 149:1 150:1 151:1 152:1 153:1 154:1 155:1 156:1 157:1 158:1 159:1 160:1 161:1 162:1 163:1 164:1 165:1 166:1 167:1 168:1 169:1 170:1 171:1 172:1 173:1 174:1,22
Jerry 117:2,14
Jim 70:22 71:21
job 6:6 7:3 40:20 41:12 70:24 71:7 71:10,14,22 78:10 85:15 116:22 117:5
jobs 54:5,19,22 55:5,17
John 11:16
juggling 66:12
jump 83:13
June 114:5,17 116:8 154:3 162:23
jurisdiction 11:24 20:22 27:10,10 159:3
justified 125:24
J-a-s-p-e-r 5:22

K

keep 11:12 26:13 79:3,4 164:4
keeps 26:14 80:16
Kenneth 2:15
Kenney 105:3 131:13
Kenny 73:4,14 74:20 81:3 82:19 83:5,8 86:14 90:10 93:16 105:9 127:5,7,15,18,19 133:10 149:15 154:9 161:7 174:10
Kenny's 122:15
kept 100:15,20,22 120:24 136:23
kick 145:4,11
kicked 70:10 93:2
kind 33:8 35:10,14 35:18 52:10,19 53:25 65:6 70:10 74:22 82:5 98:13 105:5 120:15 125:20 130:8 140:13 141:12
knew 72:9,10 114:3
know 3:17,24 4:5,9 4:15,18,20 11:25 12:25 14:18,23 15:10,16 16:15 17:2 25:18 26:12 26:14 28:9 33:19 34:18 35:15 37:8 37:12,17 38:20,22 39:3,6,8,11,12,22 39:23 40:4,9,12 40:16,19,21 42:21 43:13,18,23 44:7 44:10,11,14,21,23 44:25 45:5 46:14 46:16,17 48:22 52:10,17 53:6 54:21,21,21 57:3 57:6,13,25 58:11 59:5,9 62:25 63:7 63:10,21 64:10,14 64:20 65:15,16 66:19,22 67:3 70:10,14,19 72:21 73:15,22 74:5,6 74:11 78:18 79:8 79:13,15,25 80:22 80:23 82:23 83:10 83:11,15 85:11,13 85:16 87:8,25 88:6,8 89:24 92:3 92:18,23 96:23 97:3,15,21 98:5 100:9,16 101:5,12 102:6,19 103:12 105:2,5,6,25 106:18,25 108:3 111:4 114:7,7 116:5 118:22 122:15 128:6,10 128:10 129:24 130:2,3 131:13,17 137:5 138:8 139:15,18 142:22 147:7 148:11,14 148:15 157:19 159:13 161:7 163:2,4,5 164:4 165:20 166:21 170:5,9,21 172:10 172:21 173:8 174:5,14,15
knowing 93:21 103:12 123:22 132:16
knowledge 3:25 5:2 5:4 13:13 49:5,24 52:23 53:13 73:21 78:5,15 86:22 107:5 115:22 125:21
knows 4:4 45:21 51:18 83:13 89:8 164:25
Kyle 1:20 175:7,23

L

L 117:25
labor-intense 122:20
lacking 63:16
Lamb 72:25
land 4:19
language 112:22 133:10 134:9 135:9,12 141:19 160:15
large 10:17 45:3 109:24 165:6
largest 165:10
law 1:22 40:18 64:20
lawsuit 40:25 166:15
lawyer 37:23 48:5 97:5 108:15 142:4
lawyers 61:5 98:15
lawyer's 125:5
lead 168:24
leader 56:25
leading 155:18
league 20:5
leap 92:6
lease 25:23 63:23 64:10 66:7,13,20 67:18 68:3 130:14 166:20
leases 67:8
leave 20:17 21:5,14 24:15 27:11 58:12 86:6
leaves 92:22
leaving 26:25 31:9 99:13 150:2
led 121:24 157:23
ledger 13:5
Lee 129:17
legal 35:2 60:25 61:2,3,7,11,15 62:7,9 94:8 99:19 142:24 159:6
legally 62:5
legitimate 91:12
length 155:11
letter 3:13 95:5,9 95:20 96:4 97:12 97:19 98:9,10,11 98:23 99:3,11,13 99:16,23 100:17 102:3,3 103:2,3,6 103:7,13,14 104:5 104:7,11
let's 26:22 30:18 53:15 68:6 73:15 74:4 76:10 77:2 80:11 84:19 86:12 90:15 98:25 99:11 102:22 118:2 119:11,16 120:10 127:18 133:13 136:21 149:12 151:12 173:9
level 9:18 65:6 111:20,22 112:14 112:24 113:5,11 113:18,23
life 129:8 147:25
light 119:19
limit 53:4 59:11 120:22,22 147:12
limitations 28:10
limited 17:23 55:15 135:22
limiting 40:6
line 14:3 15:17 20:24 29:6 63:18 123:15 126:19 128:5,13 129:2 130:25 142:15 143:2 147:21 161:12 162:3,3 163:13
lines 11:2 98:24 158:17
Link 1:15 6:2,3,11 6:12,17,24 7:6,13 7:16,19,20,22,23 8:2,6,11,14,16 9:4 9:15,22 10:6,10 10:15,20 11:6,12 12:21 13:2,9,11 13:15,17 14:7 16:19 22:11,15,16 23:4,5,7,10 24:18 24:21 25:3,20 26:2,4,5,23 28:2,6 28:23 33:20 35:21 49:6 65:25 67:7,9 67:16 70:9 71:2 72:3 79:2 121:10 163:23 164:3
Link's 28:21
list 71:12 83:7 164:24
listed 142:8
listening 164:5 167:6
litigation 50:25 98:17
little 14:12 52:6 54:23 66:10,11 78:15,18 79:5 95:6 108:14 110:19 114:11 137:10
load 128:24
loaded 31:18
loading 147:16
loads 54:12
local 8:24 111:5
locals 8:20
located 32:18
location 20:9,9
locomotive 13:3 25:25 52:24 56:22 167:18
locomotives 11:9 16:6 17:24 20:8 20:12,21 25:23 168:19
log 42:10,17 162:14 162:15
loggerheads 101:14
logo 12:21 13:9,14 13:16,21,24 23:2 23:5,7,10,11,15 23:18,19,21,23 24:6,8,9,13,15,16 24:18,21 25:3
long 6:5,13,18 7:3 36:20 70:22 71:6 73:2,3 76:21 77:17 91:7 109:25 117:9 129:24 130:12
longer 125:8 161:18
look 10:15 12:25

14:25 21:25 29:9 33:7 41:10 81:3 81:23 103:2 104:4 132:7 135:7 139:20
looked 57:12 79:24 114:8 148:6
lookie 66:6
looking 14:4 53:7 102:11 105:24 106:13 111:6 131:5 159:13
looks 148:12
loose 66:19
lose 75:10,16,22,25 78:24
loses 74:25
losing 76:12
lost 48:4 81:23,25 82:21 84:12 85:19
lot 34:5 55:16 73:19 91:14 95:6 135:19 173:5
love 78:17 139:17
lower 48:19
ludicrous 89:12
lumped 76:7
Lyne's 14:16

M

mad 130:9
Mahoney 1:22 2:12 2:12
mail 141:8
mailman 105:6,6
main 75:5 92:21
maintained 42:10 42:18
maintenance 19:2 19:23 21:19
major 132:6,8 171:3,18
Majore 35:13
making 30:19,25 37:17 38:4 44:20 46:11,13 107:17 164:22
man 41:22 42:6 56:25 159:7
managed 22:15,17
management 8:10 8:14,25 9:2,4,7,10 11:11
manager 6:16,22 7:2,15 111:5 117:7 164:24
managers 111:16
manages 7:20
manner 111:18 165:19
manually 70:5
man's 43:21
March 45:4 141:19
marked 100:5
match 153:21
math 151:10 171:4
matter 5:9 80:25 107:23 139:8 145:2,3 151:10 152:3,7
max 58:16
maximum 55:11 156:2
McCarthy 70:8,13 100:6
mean 3:18 4:24 11:12 14:8 25:25 30:19 33:6 34:5 35:4 36:9,15 57:9 65:12,24 72:7 73:8 83:23 90:4 105:24 106:10 112:3 113:4,6 123:23 124:3,7 126:3 130:19,20 131:19 132:4,6 133:2 134:8 137:8 143:10 144:17 146:10 147:24 160:24 161:3 162:19 169:2,11 170:19
meaning 64:25
means 10:12 34:12 67:4 81:8 104:19 104:23 132:11,17 132:18 133:14 136:8 139:14 143:11 173:15
meant 96:11 132:15
meet 51:24 81:6 140:14
meeting 85:12,14 86:7 87:6,17,23 88:24 89:7,14,17 89:19 91:17 92:4 92:12 112:24
mention 71:5
mentioned 18:5,22 110:24 129:7
mentioning 159:21
merely 39:20 160:21
merits 84:4
message 72:3,7,13
met 70:23 87:10
method 123:5
Meyer 16:10 46:22 46:24 47:4 48:11 48:13 58:21 59:8 59:14 63:2,9,24 64:23 65:7,25 66:21 68:4,11 70:8,13,21,23 72:3 73:15 75:7 75:13,22 76:22 79:9,14,20 86:5 94:14,18 96:11 102:6 105:3,20 106:2 110:2 111:10 121:13 122:2,25 125:9 126:22 128:3,6,20 133:11 136:10,23 146:23 147:15 167:23
Meyers 2:15 38:5 67:18 95:4 97:22 110:25 113:22 114:5,19 116:10 131:13 133:21 146:7 149:21 155:8
Meyer's 156:22
middle 58:3 170:21
midnight 170:7
mighten 49:11
mill 136:22
Miller 2:8
mind 4:25 11:24 91:12
mine 26:4
minute 58:19 114:10,25 139:15
minutes 25:8
miscalculations 93:19
misleading 76:8 124:21 166:17
missed 16:24
missing 140:23
mistake 167:6
misunderstood 74:8
mix 153:21
mixed 110:9 165:11
moment 49:22
money 9:22 10:11 10:14,16 11:4 81:7 118:25 126:14
month 33:16 34:2 48:10 50:12 100:6 100:7 120:16,17 123:4 152:9
monthly 120:12
months 6:14 15:23 37:14 45:4 46:5 49:3,10 50:16 97:18 100:9 102:12 117:21 154:4
morning 57:11 170:4
move 20:8,21 110:5
movements 47:18
moving 12:6 25:8 47:14 101:25 102:6,9,21
muckety-muck 33:2
mute 79:10
Myers 26:21 37:13 43:25 44:24 61:21 64:2,4 110:6
mystery 161:7

N

N 2:16
nail 16:24
name 5:21 8:4 28:2 72:25 117:8
names 83:7
national 173:21 174:2
natural 35:15
nature 9:3 11:6 35:23 104:7
necessarily 48:18 119:11 165:8,14 169:18
necessary 156:8
need 9:15 53:23 54:6 65:6 73:4 81:5,6 86:7,17 105:23 131:5 149:11 156:18 163:14 167:7
needed 10:14 123:6
needs 10:10 29:19 57:22,23 73:6,16 105:17 112:19 116:24 147:3,14
negotiate 120:7
negotiating 86:2
negotiation 90:25
negotiations 90:19 94:9
neighborhood 120:3
never 4:19,19 23:22 35:12 45:13 46:6 70:12 73:23 87:6 95:17 96:8 96:12,17 100:23 108:24 129:7,24 139:22 145:20 169:12
nevertheless 166:12
new 3:21,24 14:14 14:14 15:17,19,22 150:23 151:13,19 152:2,9,15 153:4

153:8 158:3,10
newer 144:18
newest 149:8
news 100:21
nice 83:24
night 107:12,12,14 170:12,21
nine 15:23 133:16
nineteen 158:5
nobody's 43:12 125:21
nods 47:19
Norfolk 118:16 119:15,19 120:10 120:11 126:12,14 127:2,9,11 137:3 137:7,9,19 170:6 170:11,13
normal 45:9 48:22 88:11 147:25 155:16
normally 19:15,20 19:22 48:20 54:9 156:17
Notary 1:21 175:8 175:24
note 168:4
notes 175:17
nothing's 100:25
notice 1:20 3:11,12 3:14,19 4:7,18 5:10 148:24
notified 76:25
notify 118:15
November 29:16
number 1:11 13:4 16:14 35:17 41:12 43:5 44:2 51:16 54:12 69:24 95:18 97:16 114:18 120:18,25 129:5 129:14 149:21 157:9 160:17 165:10 173:17
numbers 16:11 52:24 109:14 112:10 116:17 150:13 157:5
numerous 161:8

O

object 34:24 38:7 46:7 72:17 75:10 78:24 80:13,24 81:9 82:7,10,20 82:21 84:13 101:10 108:23 134:20 155:17 156:7 159:5,23 163:21 164:14
objecting 80:9
objection 62:6 74:24 75:8,9 80:8 81:9 83:9 86:15 92:18
objects 130:8
obligation 29:19 61:8 67:22 68:9 97:15 104:11
obligations 67:7,17
obvious 65:11
obviously 37:20 72:23 94:19 103:20 154:17
occasion 36:6,9 38:15 43:19 52:8 71:18 74:15
occasions 163:10 163:12 166:11
occur 114:12 163:15
occurred 27:4 89:7
occurs 136:17
offer 48:15 49:10 107:18
offered 33:10 106:3 106:23
offering 84:6 106:22 107:11
offhand 52:11
office 2:5,13 43:17 48:23 83:22 84:10 84:24 93:3 115:7
Offices 1:22
off-the-record 135:23
Oglethorpe 1:23 2:13
Oh 20:22 45:16 51:24 61:4 78:22 141:5 154:14
okay 5:17 6:5 7:21 8:3,16,22 9:7 10:23 11:2,10,23 12:10,14,18 13:25 14:11 15:6,21 16:9,22 17:10,20 18:19 19:17 21:19 21:25 22:21 23:9 24:11,19,22 26:4 26:5,10,24 27:16 27:20 29:24 30:20 31:19 32:4,6,15 35:2 36:15,19 38:17 39:3,22 41:8 42:24 43:23 44:6,10,14 46:17 47:3 49:13 50:15 50:22 51:2 53:2,9 53:11 54:10 56:6 56:23 57:2 59:21 60:24 63:16,23 65:9 66:5 68:6 71:14 72:24 77:2 85:3 86:9 87:12 87:13 88:15 92:20 94:5,11,16,24 95:11 96:24 97:14 98:6,21 100:7 101:4,12 102:8 103:4 105:2,24 106:3 108:12 113:10,21 114:2 115:5 116:24 117:11,13,19 120:5 121:9,20,23 122:5 124:5 129:9 131:18,21 132:16 133:13 134:19 136:7 141:11 142:11 143:19,22 144:11 145:6 147:23 148:12 151:14 153:23 154:20 155:11 157:7 159:15 160:11,14 165:5 170:12 171:3,11 173:3 174:19
old 76:6 144:22 145:9 146:21 148:19,19
older 144:18,19 148:15
oldest 144:21 148:19 149:7,16
onboard 117:21
once 38:15 50:23 70:9 71:10 94:13 103:21 118:21 119:2,5
ones 16:7 17:20 142:9 147:4 148:15 149:7,8 151:19 152:13,15 153:8
one's 169:19
open 94:6,9 107:24
opened 78:2 108:9
opening 2:18 110:2
operate 19:20 20:23 55:6 114:17
operating 18:12,12 18:21 20:8 21:9 21:21 29:21 31:6 40:13 41:25 42:4 109:6 110:17 113:2 174:16
operation 9:16 11:4 11:7 18:14 19:10 20:3 25:14 27:19 44:25 138:8 156:25 157:16 166:20
operational 28:9 107:22 108:4 155:14,23 165:5 172:11
operations 5:25 6:10,22 7:2,15 48:22 111:5,16 117:5,16,17
operator 56:22
opinion 61:3,11,16 62:7,9 138:21
opinions 48:15
opportunities 114:18
opportunity 4:11 93:6 95:25 155:24
opposed 23:10 70:4 134:15 146:9
opposite 31:11
option 113:4 146:24
orange 12:21 13:16 13:19 16:18 23:5 23:9 24:12,13 25:2,6,20,24,25 26:23
order 60:6,9 95:18 103:2 105:3 128:2 131:23 146:15 162:5 163:17 165:9
ordered 141:14 146:25
orders 59:23 60:4 146:16
ordinary 57:7
oriented 79:8
original 3:11
originate 30:9,11
originated 130:22
originating 126:13
ought 7:9 42:21 78:15 85:16 88:18 90:13 159:9
outfit 74:23
outlined 33:12
outrageous 89:21
overall 111:6 157:15
overlap 54:20 55:3 56:5 58:2 169:10 170:25 171:6,18 171:20 172:9 173:4,13,14
overlapping 55:5,9
overtime 58:11
owe 78:3 80:25 81:7
owned 7:24 11:21 12:20 13:8 22:14 53:17 119:15
owner 119:9 120:8

120:23 121:3,18 122:25
owners 121:23
ownership 13:6
owns 8:6 11:8 122:25
o'clock 107:12,12 107:14 170:4
O.C.G.A 3:3

P

P 2:8 98:10 104:5
package 100:16,17
PAGE 2:17
paid 50:23 51:14 72:10 75:7 126:13 126:15,22 131:15
paint 24:13,14
painted 12:20 13:21,22 14:24 16:21 23:8,9 24:2 24:5
painting 13:14,14 16:23,25
paper 32:16,25 118:20 136:24 138:17 139:4 147:16
papers 37:3
parent 7:25
Parkway 14:17
part 22:16 61:3 73:10 101:9 116:12,22
parte 139:23 140:4 140:11
participate 70:7
participated 136:2
particular 29:6 44:3 49:2,3 71:18 78:14 120:19 122:24 157:19,21
particularly 76:24 93:9 156:6 157:10
party 85:23 87:7 175:19
passed 115:4
pattern 13:20 119:17
pay 82:8 86:16 88:20 91:24 94:14 94:14 126:15 151:2
paycheck 11:18
paying 84:14 93:22 125:11 134:14 150:10
payroll 9:12 11:10 11:11
pecking 162:5 165:9
pejorative 162:10 164:16
pending 85:9 98:17
penny 78:3
people 37:10 48:14 49:24 50:3,9 51:16 56:19 58:12 58:21 61:25 67:19 91:19 100:4 107:11 171:14
percent 55:2
perfectly 84:20 86:24
perform 31:8 33:11 33:12
performed 10:19 31:4
period 6:9 38:14 42:7 44:3 48:10 50:12 52:15 54:4 54:17,22 56:4 82:9 86:15 124:16 124:20 145:5 152:10 153:19 154:3 162:22 166:20 171:13
periods 38:4
person 3:24 5:9 42:4 90:6 126:6 131:8 140:12 160:19
personal 73:21 81:20 89:16 138:21
personally 25:17 40:16 41:7,24 42:4
personnel 11:5,7 28:11,24 70:9
philosophy 38:9
phone 43:16 49:4 49:19 50:20 72:17 72:20 77:3,24 100:20,23,23 116:20,25
phrase 53:5 130:20 141:23
physical 12:15 32:10 130:7
physically 14:25
pick 137:20 150:3
picked 43:16 49:19
picking 149:6
picks 18:16 77:24
pickup 21:7 49:4
picture 34:19
piece 32:16,25 138:17 139:4
pigeon 161:20,21 161:22
pinned 172:20
pin-striped 61:6
place 18:7 80:15 102:17 110:5 144:24 175:11
placed 104:15 127:25 141:16 144:19 164:21
placement 131:24 141:12 153:11
Plaintiff 1:7 2:3
plan 31:6 33:3 52:12
plants 19:7
play 53:25 97:4 111:7,14 113:18 149:5
please 5:21 142:23
plus 46:4 124:9 125:18 174:11
point 4:15 28:9,14 29:17 32:10,11,11 32:12,12 33:22,22 33:23,24 55:5,12 61:17 76:14 79:10 79:12 80:2 83:6 88:21 91:11 105:10 106:22 107:22 110:10 127:14 130:13 147:10 156:5 168:7
pointed 61:15
points 20:25 21:18 27:18 55:24
pony 85:6
port 1:15 8:15 12:9 13:23 18:9 19:25 20:14 26:25,25 31:14 64:11 67:25 69:2 108:7,19 109:11 110:7,16 111:8,12 112:5 118:6 123:3 134:3 136:9 154:2 156:15 157:10,15 157:20 158:2,4,25 163:16,21,25 164:12 165:4,21
PORTS 1:15
position 6:25 15:16 56:25 59:17 80:6 80:7 86:13,19 105:4 148:23 150:4
positions 171:15
possession 118:21
possibility 137:13
possible 24:12 39:9
possibly 110:8
Post 2:5,13
power 54:15
practical 28:8 29:17 64:19 105:25 147:9
practice 40:18 145:14 170:14
practices 89:4
precious 76:11
preferring 157:21
premise 39:18 40:2
premised 45:24
prepare 88:4
prepared 87:21,23
preponderance 109:12
PRESENT 2:15
preserve 73:16
president 6:10 19:5 25:7,9,15,18 26:12 70:25 71:8 81:21 117:15,17
presumably 3:20
pretty 57:10 65:11
prevent 80:9
previously 106:2 141:4
prior 6:8,15,21 13:11 17:13 49:22 103:8
priority 111:10
private 64:16 141:14
privilege 101:20 115:2,6,11
privileged 115:5
privity 126:23,25
privy 64:3 88:25
probably 33:11 57:18 58:3 76:13 81:16 109:25 130:17
problem 46:3 50:24 92:21 127:25
problems 55:19 116:6
process 29:22 47:12 120:16 121:6 142:4 156:20,25
produce 136:24
produced 3:7 43:8 141:6
producing 5:8
profit 106:16,21
promising 44:15
proper 47:17 63:15
proposal 33:10
proposition 40:8 102:2
protocol 78:7
provide 11:6 12:2 22:6 35:24 60:19 62:13 63:25 65:7

66:7,13,20 67:7 67:17,19,22 95:13 96:10 101:24 102:5 104:13,20 112:4 159:2
provided 68:10 113:24 115:20 141:4 155:5 166:6
provides 5:12 12:16
providing 9:10 12:8 64:23 97:16 111:19 113:5,11 156:14 157:11
provision 58:10
public 1:22 141:15 175:8,24
pull 142:13
pulling 54:15
purchased 16:6
purchasing 9:12
pure 92:6 108:13
purpose 18:18
purposes 11:7 20:16 109:15 119:12
pursuant 1:20 3:2 104:11
put 10:19 24:13,16 68:7 70:4 73:6,16 74:22,24 75:11,15 75:23 78:22 80:7 81:9 86:14 91:24 118:5 128:5 140:3 148:23 161:12
puts 75:7
putting 90:11 92:16
puzzle 140:24
P.A 2:8
P.C 2:12
p.m 1:25 174:23

Q

qualify 7:23
quantitative 112:14
question 4:13,24 24:3,17 27:5,8 41:17,19 42:13,16 43:3,21 44:15,21 45:20,24 46:25 47:6,15 49:18 50:8 51:3,8,22 53:6 59:21 64:19 67:13 75:18 77:20 79:18,19 81:11,20 82:3 85:8 90:4 91:12 94:3 100:9 101:19 112:2,12 114:24 115:23 116:3 118:14 119:13 125:5 128:25 131:12 132:24 137:6 139:22 142:25 146:5 155:18 156:23 159:6,10 159:18,25 164:6 165:11 166:16 167:4,7 171:9,23 172:3 174:4,6,7
questions 47:23 63:19 65:14 69:13 69:16 72:4 73:20 73:25 77:16 88:23 92:3 103:6,18 125:20 141:3 160:3 163:6 174:20
quick 142:13
quit 38:4 168:16

R

R 175:2
rail 1:15 6:2,3,11 6:12,17,24 7:6,13 7:16,19,20,22,23 8:2,6,11,13,16 9:4 9:15,22 10:6,10 10:15,20 11:6,11 11:20 12:8,16,21 13:2,9,11,15,17 14:7,14 16:19 22:11,15,16 23:4 23:5,7,10 24:18 24:21 25:3,20 26:2,4,5,23 28:2,6 28:21,23 31:16 32:4 33:19 35:21 49:6 63:25 64:23 65:24 66:8,9,13 66:14,20 67:7,8,9 67:16,18,19,22 68:10 70:9,25 72:3 78:25 110:5 112:4 121:10 122:19 124:23 125:4 130:8,9 155:13,15 163:22 164:3 173:18,25
railroad 1:15 8:15 22:9,11,13 25:24 35:5,18 36:3 42:21 57:9 58:14 60:23 74:23 78:19 82:6 85:18 87:11 87:20 88:6 95:2 95:12,17 97:16 100:11 101:24 102:20 105:4 106:6 107:10 118:6 121:2,8 122:6 124:14,14 124:23 128:7 138:16 143:6,8,15 145:10 146:6 148:24 157:21 158:3,25 163:17 163:22,25 165:21 166:5 168:9
railroads 25:22 35:10,24 57:19 58:12 120:14
railroad's 46:12 86:13 96:9 101:2 102:4 104:10 144:20 146:20
Railway 6:23 7:15
rain 105:7
raising 46:3
random 127:20
rang 100:23
range 46:4
Ranitz 1:22 2:12
rate 119:20,22 124:3 125:4
rates 73:9 120:8 124:10 125:10,11
raw 115:8,16
react 34:18 114:13
read 81:3 97:19 136:15 143:23,25
ready 48:24 73:13 74:21 130:24 145:4,10 146:17
real 61:6 64:21 142:13
reality 67:20 84:12 85:2 93:20 107:19
really 50:13 53:8 55:16 56:17 79:10 88:24 89:7 91:20 119:25 120:7 121:22 125:6 128:21 139:12 145:2 148:9
reason 15:10 34:4,5 34:9,16 35:7,21 40:19,21 50:20 58:19 59:3 76:23 83:2 87:10 90:13 114:13 116:18 133:22,25 153:24 157:19 165:20,25 167:12
reasonable 27:3 88:10 149:2
reasonably 112:18
recall 14:21 15:13 16:20 17:5,6 27:25 28:4 55:3 56:16 57:4 97:12 120:22 155:8 159:15,20 167:3 171:14
received 79:21 99:6 114:22 115:16
receives 156:17
receiving 136:25
reciprocal 35:25
reckon 141:13
recollection 16:5 17:17 28:13 104:6
record 5:21 47:3 52:23 53:13 91:21 107:18
records 42:12,25 43:8 52:20 88:5 90:11 92:16 98:12 99:4,5 100:8
RECROSS-EXA... 2:22 163:1,7 164:1 165:1 166:1
REDIRECT 2:21 2:23 160:1,6 161:1 162:1 167:1 167:10 168:1 169:1 170:1 171:1 172:1 173:1 174:1
reduce 114:17 157:14
reduced 44:7,8 124:22 125:4 175:15
reduction 43:24 44:11 114:4
reductions 44:24
refer 19:9 25:14 57:11
referee 149:14
referred 18:7 22:7 119:10 124:13 125:2
referring 15:14 19:8
reflect 12:15
refresh 104:6
regard 94:23 95:23
regarding 45:10 51:10 68:21
regardless 28:7 93:25 153:8 160:12
regards 135:20 156:14
region 8:14 22:16 71:2 117:18
regional 8:17,24 9:18
regionals 8:16,19
regions 8:13
register 30:10
regular 53:22
reject 147:4,14 148:4

rejecting 148:5
relates 4:17 22:11 62:21
relationship 7:18 9:4 22:18
relationships 78:9
relatively 14:14
released 153:13
relief 121:17 124:21 136:4,18 143:6
REMARKS 2:18
remember 82:11 103:2,22 154:11
remind 4:13
rephrase 12:3
report 120:24 121:4
reporter 1:21 47:20 175:7
REPORTING 1:25 3:25 4:25 5:25 6:25 7:25 8:25 9:25 10:25 11:25 12:25 13:25 14:25 15:25 16:25 17:25 18:25 19:25 20:25 21:25 22:25 23:25 24:25 25:25 26:25 27:25 28:25 29:25 30:25 31:25 32:25 33:25 34:25 35:25 36:25 37:25 38:25 39:25 40:25 41:25 42:25 43:25 44:25 45:25 46:25 47:25 48:25 49:25 50:25 51:25 52:25 53:25 54:25 55:25 56:25 57:25 58:25 59:25 60:25 61:25 62:25 63:25 64:25 65:25 66:25 67:25 68:25 69:25 70:25 71:25 72:25 73:25 74:25 75:25 76:25 77:25 78:25 79:25 80:25 81:25 82:25 83:25 84:25 85:25 86:25 87:25 88:25 89:25 90:25 91:25 92:25 93:25 94:25 95:25 96:25 97:25 98:25 99:25 100:25 101:25 102:25 103:25 104:25 105:25 106:25 107:25 108:25 109:25 110:25 111:25 112:25 113:25 114:25 115:25 116:25 117:25 118:25 119:25 120:25 121:25 122:25 123:25 124:25 125:25 126:25 127:25 128:25 129:25 130:25 131:25 132:25 133:25 134:25 135:25 136:25 137:25 138:25 139:25 140:25 141:25 142:25 143:25 144:25 145:25 146:25 147:25 148:25 149:25 150:25 151:25 152:25 153:25 154:25 155:25 156:25 157:25 158:25 159:25 160:25 161:25 162:25 163:25 164:25 165:25 166:25 167:25 168:25 169:25 170:25 171:25 172:25 173:25 174:25 175:25
reports 117:14
representative 5:14 71:23
request 9:21 36:18 67:3,6 146:7 148:25
requested 67:14
requests 9:17
require 54:7 64:19 82:6 95:12
required 60:19 62:5 86:15 111:20 113:11 146:6
requirement 61:2
requires 66:13
reserve 34:18,22
resolve 90:23 98:17
resources 11:3
respect 33:20
responded 48:12
response 3:13 47:22 49:12 100:16 149:17
responsibility 8:14 62:13 76:21 119:3 119:5 120:15
responsible 41:24
restate 121:15
restrictions 162:24
result 60:12 121:13
resulted 116:8
resume 95:3
return 32:21 125:3
returns 18:16
revenue 116:11 154:15 163:3
review 88:6 95:14 96:4 97:11 98:20 99:4
reviewed 93:18
reviewing 98:12 112:21
rid 160:22
right 5:20 8:23 9:20 12:11 15:25 17:10 18:3 21:13 25:6 26:19,21,23 26:25 27:10,22 28:22 29:2,13 30:8 31:10 32:13 34:4,5,11,22,22 35:9 39:19 40:22 42:22 44:16,23 45:7 48:7,16 56:9 57:24 59:7 60:8 60:16 63:12 65:23 68:4 69:16 72:2 72:22 74:25 75:3 75:5,10,16 77:11 77:25 78:16,24 80:24 81:8 82:21 83:5 84:12,21,22 86:8,13 87:14 88:13 90:14 91:23 92:15,19 93:12 94:18 96:2 98:13 98:19 99:10,19 100:16,21 101:13 104:21,24 105:7 108:16 109:23 110:14 111:14 112:20 113:19 115:7 122:3,8,10 122:12 126:8 127:2,5,8,12 128:5,23,25 129:23 130:6,11 131:5 137:11 141:21 142:2 145:9,12,24 146:14 148:17 149:23,25 154:22 162:16 166:3,9 167:14 168:10 169:14 170:3,15 171:11 173:10
rights 20:5,8 21:9 21:16,23,24 27:14 27:17,21,23 28:5 29:11,14
ring 100:20,23
river 19:7,14
Riverplace 2:9
road 36:25
Rob 36:13
Rohal 117:23 118:2
role 18:12 71:16,17
Ron 39:23 43:7 47:5 49:14 51:7 51:21 65:13 88:21
RONALD 2:4
room 110:3,20
root 127:24
rotate 19:2
round 29:22 32:13 36:20
row 46:5 164:13
Royal 129:16
rule 35:16 39:13 88:19 99:2 100:2 101:6,17,23 102:8 102:9,10 108:19 108:21,24 109:5 110:9 147:11
rules 25:21 102:14 142:21
ruling 140:13
run 19:23 21:7 28:11 30:20,21,25 32:19 81:3 91:4 93:16 109:25 119:25 144:13,15 174:9,10
running 8:23 22:3 31:11,21 52:17 54:18 55:25 57:25 91:5 144:8 148:13 169:24
runs 56:21
R-o-h-a-l-l 117:24

S

s 27:20 63:8
Saniga 1:21 175:7 175:23
sat 122:15 127:15 148:6
Savannah 2:5,14 8:15 13:23 19:6,7 19:9,12 20:5 22:7 27:18 41:10 48:25 60:10,10 70:17,21 74:14,17 84:23 85:25 101:14 116:20 117:7 128:2 154:2 155:6 156:15 157:20 158:2,17,25 163:16,21,25 165:21 175:25
Savannah,Georgia 1:23
saved 174:2

saw 26:22
saying 4:16 5:3,12 13:7 18:19 21:4 29:5,7 32:7,10 33:21 35:16 38:12 39:9,12,20,25 40:3,7,12,20 43:11 44:9 48:10 48:12 54:16 57:16 59:22 60:4 61:7 64:8,9 66:15 72:4 77:4 78:17 80:11 84:16,24 89:23 94:17 96:3,6 99:14,17,22 102:19,20 106:25 107:14 112:23 113:10 115:15,18 120:23 121:16,21 127:23 128:12 129:5 130:16 135:16,18 137:14 138:15 141:5 142:3 146:24 150:16 151:5 160:16 161:17 169:15,22 173:2,5
says 5:10 24:6 28:8 32:25 33:2 64:11 64:14,21 66:7,20 77:24 80:25 87:11 96:19,19,20,23,23 98:7,9 99:11 102:4,20 104:12 105:6 112:4,7,17 120:24 131:21 146:8 147:7,11 148:12,13 150:2
scale 144:23
scenario 136:17 145:24,25 163:15
scenarios 149:20
scene 14:15
schedule 78:18 98:18 170:9
scheduled 57:8
schedules 37:3 106:6
scheme 13:18
school 35:5
screaming 41:11
se 28:23 109:5 112:3
seat 131:9
second 4:7,17 5:6 49:15 54:3 76:2 77:6 80:14 151:23 168:25
section 139:9 140:21
see 19:4,15 20:11 25:2,6 77:17 78:14 96:4 100:3 103:14,15 106:21 121:24 129:22 132:7,20 139:17 139:20 148:12
seen 12:10,11 15:7 25:4 35:12 95:9 100:4 102:3 167:25
selection 127:20
self-reporting 120:15
sell 66:9
send 30:12,14 87:15 92:15 93:16 120:21,23 121:4 126:7 127:8,17,18 128:2 130:23 131:10 137:14,17 145:10
sending 73:9 126:6 127:6 131:6
sends 99:3
sense 84:20,22 85:4 109:2 110:18,22 153:10 161:16 165:18
sent 3:18 76:4 81:4 87:16 100:16,17 141:7
separate 11:13 106:18 158:16,16
sequence 147:19
serious 61:6 73:5 84:23 85:25
serve 105:19
served 160:19,21 160:24
serves 26:24
service 12:8 13:10 15:11 16:7 17:18 19:23 31:8 33:11 35:23 36:4 43:25 44:6,11,24 64:2 64:23 65:6 66:8,9 66:13,14,21 67:8 67:18,19,22 68:10 71:9,23 95:4 105:21 111:20,22 112:5,15,24 113:5 113:11,18,23 147:6,25 148:24 149:10 150:14 155:5,7 156:14 157:11,16 159:3 159:15,20 168:9 173:18,25
services 1:25 3:25 4:25 5:25,25 6:25 7:25 8:25 9:25 10:25 11:25,25 12:16,25 13:25 14:25 15:25 16:25 17:25 18:25 19:25 20:25 21:25 22:25 23:25 24:25 25:25 26:25 27:25 28:25 29:25 30:25 31:25 32:25 33:25 34:25 35:25 36:25 37:25 38:25 39:25 40:25 41:25 42:25 43:25 44:25 45:25 46:25 47:25 48:25 49:25 50:25 51:25 52:25 53:25 54:25 55:25 56:25 57:25 58:25 59:25 60:25 61:25 62:25 63:25 64:25 65:25 66:25 67:25 68:25 69:25 70:25 71:25 72:25 73:25 74:25 75:25 76:25 77:25 78:25 79:25 80:25 81:25 82:25 83:25 84:25 85:25 86:25 87:25 88:25 89:25 90:25 91:25 92:25 93:25 94:25 95:25 96:25 97:25 98:25 99:25 100:25 101:25 102:25 103:25 104:25 105:25 106:25 107:25 108:25 109:25 110:25 111:25 112:25 113:25 114:25 115:25 116:25 117:25 118:25 119:25 120:25 121:25 122:25 123:25 124:25 125:25 126:25 127:25 128:25 129:25 130:25 131:25 132:25 133:25 134:25 135:25 136:25 137:25 138:25 139:25 140:25 141:25 142:25 143:25 144:25 145:25 146:25 147:25 148:25 149:25 150:25 151:25 152:25 153:25 154:25 155:25 156:25 157:25 158:25 159:25 160:25 161:25 162:25 163:25 164:25 165:25 166:25 167:25 168:25 169:25 170:25 171:25 172:25 173:25 174:25 175:25
servicing 17:12,15 158:4
set 165:13 173:6 175:11
sets 120:8
settle 91:6 94:10 101:3 123:4
settlement 90:19,24 99:22 107:18
setup 58:8 151:24 153:4 174:17
seven 151:13 152:11,17,17,17 152:20
seventy-five 167:21
shift 56:10,13,14,15 57:4 168:10 169:23 171:20 173:4,14
shifts 58:7,9 167:13 172:23 173:11,16
shipments 138:12
shipped 147:18
shock 77:25
short 6:9 7:14 52:3 123:18 129:4,8,10 129:25 130:2,12 132:18 154:23 161:8
shorter 161:11
shove 109:24
show 45:17 88:12 88:16 94:19 103:25 128:10 131:16 159:9
showed 103:17 148:8
shown 157:25
shrunk 130:13
shut 58:2
side 37:25 61:25 86:7 123:21 166:12
signing 113:17
simple 16:18
single 38:8
singling 105:20
sir 5:24 102:7
sister 10:24
sit 39:3 59:13 75:12 97:14,20 98:4 121:22 174:17
site 174:14
sits 33:2

sitting 30:2 39:6 45:11 54:9 70:5 114:14 119:6,21 121:25 122:7,19 123:20 125:7 127:12 132:7 152:11 166:12 167:16 168:6
situation 35:15 63:15 86:22 95:23 111:6 168:21
situations 168:13
six 6:14 169:16 170:16
sixteen 7:7,10,11 7:12 137:17 169:19
sleet 105:7
sliding 144:23
small 138:12,13
smallest 160:17
smartest 87:11
smoke 84:2
snow 105:7
somebody 18:8 42:3 72:20 85:19 88:16 92:15 126:2 127:25 128:5 130:17 137:6 162:12,13
somebody's 90:5
somewhat 124:20
sorry 6:25 36:15 51:25 136:19
sound 16:11 44:14 101:16 108:21
sounds 112:22 136:16
Southern 118:16 119:16,19 120:10 120:12 126:12,14 127:2,9,11 137:3 137:7,9,20 170:6 170:11
space 55:16 130:21
span 110:3
speak 34:19 49:14 118:9 162:6
speaking 4:21 49:23 158:19,21 162:4 163:19 165:24
special 133:10
specific 21:16 33:21 38:17 39:7 40:3,6 50:11 52:14 112:9,14 116:16 135:19 148:25 149:21 153:18,19,24 170:17 174:14
specifically 4:3 14:22 15:13 37:16 57:12 97:12 123:23 144:7 146:7 159:2,21
specifics 57:14 135:21 154:19
specified 111:23
specifying 150:13
speculate 92:10,14 92:20
speculation 92:7,8
speed 94:23
speeding 83:8
spend 10:11 92:24
spending 91:14
spiked 154:3
spoke 162:25
SPT 139:24 140:4
SPTR 3:10 5:14 7:19,20,23,24 8:8 8:11 9:5,16,23,23 9:25 10:10 11:4,7 11:8,17,18,21,24 12:5,16,20 13:2,8 13:8,12,13,16 14:5,8 15:11 17:14 22:18 23:5 23:14 27:22 28:3 28:4,15 29:5 30:7 30:14 33:20 35:22 38:4 49:6 52:7,21 53:17 55:6 63:25 65:24 67:6,8,16 67:20 72:4 114:18 115:3,8,9,17 116:9 121:10,12 127:12 137:14
SPTR's 15:16 17:16 55:11,23
stand 3:15 37:22 90:6 164:25
standard 57:11,17 89:17 132:5 141:21,24 142:5,6 142:18
standardized 121:7
standing 160:11
standpoint 108:4 110:17 155:14,23 157:18 165:5
stands 115:14,19
start 38:17 57:10 124:10
started 16:7 47:13 55:4,4 142:4
starting 57:4,8,20 59:2
starts 136:25
state 1:2 5:20 30:12 98:4 174:18 175:4 175:9
stated 108:24
statement 97:17 143:14
stay 168:19
steak 45:18,23
stenographic 175:17
Steve 100:5
Sticker 77:25
STIPULATIONS 2:18
stop 65:13
storage 119:7
story 86:8 101:9
street 2:4 19:6 25:7 25:9,15,18 26:12 160:15
strike 136:4,9,11 144:3
string 110:7
strings 66:19 137:15,16
strong 116:12
structure 31:6 57:19
stuff 32:11 43:10 127:6
subject 95:4 166:14
submitted 9:18
subsequently 153:13
subsidiaries 7:22
subsidiary 6:23 7:16,23,24 22:14
substituting 21:20
sudden 127:15
sued 82:11 93:3
sufficient 111:17
suggest 48:21 166:18
suit 68:19
Suite 2:9
suited 112:18
suits 61:6
SUPERIOR 1:2
support 9:11
supposed 19:20 54:2 62:21 144:20 147:18
sure 12:3 27:8 33:5 36:24 42:11,19 63:14 67:23 69:9 74:19 75:17 80:14 81:14 86:20 98:5 103:11 128:9 134:22 136:8 138:9 140:7 143:25 162:22,22 171:12
surmise 81:15
surprise 172:14
switch 56:25 59:18 59:19 60:19 62:14 105:22 107:15 110:3,5,13 162:20 168:22 169:3
switched 110:20 111:17
switcher 167:20
switches 43:5 104:13,16,20 105:15,16 106:16 106:20 107:4 110:23
switching 22:6 54:12 157:16 168:23 170:10,22 171:15
sworn 3:7 175:12
system 13:14 70:3 118:9 120:20 153:3
system's 151:24

T

t 54:14 175:2,2
table 37:25 62:2 131:9
take 21:15 36:20 47:20,23 54:13 72:17 78:20 80:5 118:22 123:18 125:16 146:25 148:18,23 162:13
taken 1:19 52:4 125:21 154:24 175:10,17
takes 18:8
talk 16:10 44:18 46:24 47:4 48:13 53:15 68:17 73:14 74:13 75:2,23 78:17 80:12 81:6 81:24,24,25 82:13 83:22 84:4,10,25 85:2,20 95:6 108:14
talked 37:10 50:8 51:4 129:3 139:15
talking 9:8 11:3 24:5,11 38:8 45:22 47:13,13 48:8,11 52:6 54:23 59:12 66:11 76:3 77:11 78:7 79:4 102:13 111:12 129:11,18 129:21 136:23 168:2,7 173:20
talks 108:15
tariff 63:17,18 73:9 73:11 79:22,24

81:4 83:20 93:10 131:18 133:7,7,9 133:10 135:6,7,8 135:11,25 136:12 139:9 140:21 141:19 142:5,6,10 142:16,17 143:5 143:14,23 144:7,9 144:22,24
tariffs 131:19 135:16 138:10
teach 35:4 78:25 79:6
technical 74:23
technicality 75:22 75:25
tell 3:14,18 15:2 25:3 44:6,9,19,21 47:17,22 52:11,11 53:25 58:18,25 62:11 64:6 73:4 73:22 74:19,19 76:24 80:10 81:2 82:24 85:6,18 104:9 113:7 122:17 123:4 128:7,8,13 129:23 132:10 134:23 145:9 148:9,10 168:15 171:2
telling 20:13 22:2 23:17 24:25 26:14 32:15 47:17 50:6 57:2 62:4 68:2 69:19 122:9 131:19 139:7 145:16 147:9 152:7
tells 108:17 162:11
ten 45:12 46:5 76:12 107:14 130:13 151:6,9 152:7,19 156:17
tenants 66:25 67:25 112:5
term 36:3 67:5 164:16
terminal 1:15 8:15 12:9 13:23 14:17 14:20 17:13 18:15 20:15,18 21:3,5 22:9,10,13,21 25:10 27:11,15 30:7,11,15 32:20 36:21 52:9 55:15 60:11 109:6 154:2 155:16,24 156:6 157:4,20 158:3,11 158:13,15,25 163:16,18,22,25 164:21 165:8,21 168:21
terminology 33:8
terms 3:15 8:25 9:11 10:17 19:2 33:17 43:25 54:12 94:7 97:16 107:7 129:2 130:7 131:20 138:24 141:9 157:3 163:10 164:21
territory 25:19
testified 3:8 158:8
testify 175:12
testimony 95:16,19 100:13 102:25 114:9 126:4 155:3 155:9 157:8 160:9 160:12 175:10,14
theoretically 119:7 123:10 130:20
thi 41:10
thing 24:9 38:23 46:21 57:7 84:19 94:10 95:2 98:13 98:21 110:11 119:17 130:23 134:13 137:19 148:22 150:22
things 9:13 11:5 16:17 70:11 73:20 76:5 87:25 99:12 105:25 107:5 110:24 131:6 137:14 167:17
think 18:6 46:14 51:22 58:19 62:4 63:19,21 74:8 75:12,21 76:7,14 77:4 78:3 79:7,22 80:4,10,19 82:2 88:12,17 89:11 90:5,8 94:17,18 100:22 101:2,22 103:9,16 109:17 112:8,13 113:7 117:18 121:15 126:23 127:7,24 130:12 131:7 132:17 145:24 147:15 168:12 173:23
third 16:14 54:8,13
thirty 110:16,18 156:16
thought 36:19 44:17,18 48:4,7 88:3 90:12 97:4 139:11
thousand 45:17,25 46:4 74:21 77:15 78:2 100:14,15,19 101:3,4,15 167:21
thousands 69:24
three 6:19 16:5 17:11,14,18,24 18:21 36:22 37:6 37:18,18,21 38:5 38:13,18 39:4,9 39:16,18 40:10,16 41:2,6,11,13,22 42:15 43:21 46:5 48:10 49:3,10 50:12 53:15,21,23 54:2 56:2,4,7,19 57:24 59:23,25,25 60:5,10,14 78:20 95:3,13 96:20 97:7,9 98:13,25 99:5,6,25,25 100:11,11 101:6 101:23,24 102:5 102:12,21,23 104:13,16,20 105:5,11,16 106:16,20 107:4 108:5 110:12 130:4 131:11 133:16 135:17 138:5 146:18,25 147:2 148:7,10,14 148:15,18,19 150:9,12 151:7,8 151:11,12,19 152:2,9,14,16 153:4,5,7 154:4 155:13,25 156:3 156:22 162:2,14 165:22 166:7,18 166:23 167:13,13 170:3,8,16,23 171:4,12 173:23 174:10
throwing 109:14
tied 13:4 30:19
time 6:9 7:14 16:6 19:22,22 38:4,14 40:25 42:7 44:3 48:7,10 49:22 52:15 54:6,9,18 54:19 55:3,7,9,10 56:4 57:4,10 81:3 84:9 85:6 86:15 91:15 103:18 106:11 108:6,18 114:6 116:3 120:21,22 123:13 123:14 124:13,14 124:25 125:2,22 129:4 137:2 138:6 140:11 148:18 150:23 152:12,22 153:11 154:21 169:18 170:17 175:10
timely 111:18
times 41:2 42:21 55:16,24 57:8,20 109:10 123:16 160:22 161:9,15 171:4 173:7
timing 80:15 92:22
title 69:9
today 12:19 17:16 30:25 39:4,6 40:25 43:2 51:6 59:13 68:18 78:20 95:7 97:14,20 101:15 113:8 114:14 141:2 152:13
told 23:14 27:2,9 29:24 32:24 57:13 66:6 73:23 75:9 78:11 79:9 82:19 82:22 83:3,4,8,11 83:12,14,15,19 100:12 132:14 137:8 139:5 160:15 161:8 169:9 170:23 171:24 172:17
Tony 70:22 71:6,24 76:21
top 8:23 145:25
topic 5:15
total 7:7 56:7 100:10 123:5
totally 82:17
track 20:7 21:12,14 21:17 45:12 109:9 119:6 120:14,16 127:13 129:4,8,10 129:25 130:2,9 132:18 133:16 141:14,15,16 155:11 156:16 161:8,11 165:17 168:20 169:3
trackage 20:4 21:16 27:14,17,21 27:23 29:11,13
tracks 110:2 120:21 130:8 161:16
traditional 138:7
traffic 31:14,22,23 32:3 55:19,20 58:4 106:5 109:13 114:11,15 116:7 116:19 118:3 153:25 165:3,12 166:4
train 19:24 20:23 21:4,25 22:2

23:21 24:7 25:2,6 32:18 48:4,6 56:21
trains 21:20 54:18 55:24 138:3,4,6 138:13 163:11,12
transactions 10:18
transcript 175:17
transcription 175:15
transfer 18:15 20:11 31:8 106:14
transferred 13:12
transfers 14:19
translate 133:24
translates 125:10
transportation 126:9 127:3,4 159:3,16,21 173:22 174:2
traverse 21:17
treat 78:16
trick 84:7,8,16 142:25
tricking 84:5,6
tries 92:24
trip 28:14 29:22 30:5 32:13,21 36:20 37:8 52:25 62:20,23
Triple 140:9,10,17
trips 33:15 116:9
trouble 90:11
true 95:19 96:15 170:6 175:16
truth 175:13,13,14
try 70:21 90:15,23 97:4 98:16 99:2 101:24 102:4 107:3
trying 12:24 14:12 15:15 37:24 38:2 47:21,21 55:21 58:25 61:4 64:6 83:24 91:3,8,11 94:9 96:25 106:14 106:22 142:14,23 143:2 145:18,21 147:12 153:23 155:15 156:5 161:20 162:4,9 166:17 168:16 172:20
tuned 105:13
turn 84:17 106:21 148:9
turned 139:3
twelve 58:15,16 107:12 171:14
twenty 137:2 156:18,21 162:12 162:13
twenty-four 107:25 108:9 151:20 171:2,4,13,18 173:11
twenty-two 109:18
two 7:4 11:13 16:4 20:25 21:18 54:5 54:7,17,19 55:5 55:10,17,22,24 56:4 76:6 78:20 87:15 106:17 110:23 117:21 122:25 123:16 124:17 125:8 127:16 134:2,7,14 135:2,16,19 149:20 151:22 152:21,22 169:10 169:12,17 170:25 171:6,22 172:5,18 173:3,6,16
type 9:12 35:13,15 56:25 155:5,7 156:19 167:20
types 147:16
typical 57:6,7
typically 35:25 36:5 68:24 138:2 138:11 158:19,21 163:19 169:5

U

Uh-huh 25:5 30:4 53:18 69:8 86:4 98:22 106:4 107:2 132:2 137:4,12 139:16 141:25 145:7
umbrella 26:9
unable 104:13
unanimously 127:18
unanticipated 34:21
unbelievably 90:18 90:22
underneath 8:19
understand 5:11 26:19 31:24 34:16 41:16 42:5 47:19 53:16 59:25 60:3 60:6 63:13 64:18 66:10 67:5 75:17 75:19 77:16 79:14 79:21 81:7 106:17 115:24 127:23 129:17 131:24 136:8,13 156:23
understanding 17:11 18:11,13 19:19 29:21 31:2 37:19 42:20 52:12 53:19 59:14 60:18 60:21 61:16 62:11 62:12 63:25 86:5 104:10
understands 75:21
understood 24:17 59:3 157:7 160:14
unfair 90:4,6
unit 138:3
universally 98:16
unload 133:18
unloaded 50:4,7 130:24 133:22 134:2
unloading 58:21
unpaid 50:16 68:22
unusual 88:9
unwilling 39:25
unwind 125:15
upbeat 90:5
upstanding 91:19
usage 138:24,25
use 18:17 20:16 21:14 22:22 27:20 28:15,18 36:2 67:15 84:17 98:25 123:2 125:19 130:7 132:20,22 138:7
uses 158:16
usually 32:12
utilities 138:5
utilized 28:11

V

variable 124:9
various 70:9
verbal 47:22 72:6
versus 28:5,6 35:24 155:25
vertical 22:18
Vice 6:9 71:8 117:15,17
Vice-president 5:25
VIDEO 1:25 3:25 4:25 5:25 6:25 7:25 8:25 9:25 10:25 11:25 12:25 13:25 14:25 15:25 16:25 17:25 18:25 19:25 20:25 21:25 22:25 23:25 24:25 25:25 26:25 27:25 28:25 29:25 30:25 31:25 32:25 33:25 34:25 35:25 36:25 37:25 38:25 39:25 40:25 41:25 42:25 43:25 44:25 45:25 46:25 47:25 48:25 49:25 50:25 51:25 52:25 53:25 54:25 55:25 56:25 57:25 58:25 59:25 60:25 61:25 62:25 63:25 64:25 65:25 66:25 67:25 68:25 69:25 70:25 71:25 72:25 73:25 74:25 75:25 76:25 77:25 78:25 79:25 80:25 81:25 82:25 83:25 84:25 85:25 86:25 87:25 88:25 89:25 90:25 91:25 92:25 93:25 94:25 95:25 96:25 97:25 98:25 99:25 100:25 101:25 102:25 103:25 104:25 105:25 106:25 107:25 108:25 109:25 110:25 111:25 112:25 113:25 114:25 115:25 116:25 117:25 118:25 119:25 120:25 121:25 122:25 123:25 124:25 125:25 126:25 127:25 128:25 129:25 130:25 131:25 132:25 133:25 134:25 135:25 136:25 137:25 138:25 139:25 140:25 141:25 142:25 143:25 144:25 145:25 146:25 147:25 148:25 149:25 150:25 151:25 152:25 153:25 154:25 155:25 156:25 157:25 158:25 159:25 160:25 161:25 162:25 163:25 164:25 165:25 166:25 167:25 168:25 169:25 170:25 171:25 172:25 173:25 174:25 175:25
view 28:9 29:17 32:10 55:12 147:10 168:8
viewed 111:16
views 107:22

Vinson 68:24
virtue 115:12
visit 15:12 85:23
visited 25:14
visualizing 170:19
volume 114:15 153:25 165:15
volumes 116:7
VP 117:5
vs 1:11

W

w 8:23 10:5,15,21 22:12
Wainer 2:8
Wait 114:25
waiting 100:20,22 119:18 148:7
waived 81:7,8
waiver 88:19
walked 87:9
want 4:5 28:16 30:20 34:17 35:3 35:6,6 36:2 42:5 43:18 49:17 51:24 53:4 73:18 76:24 79:3 80:10 81:24 84:25 85:2,10,20 88:25 89:12 92:7 92:9,19 94:22 101:2 103:14 105:15 106:19 127:17 130:6 132:22 134:22 136:7 137:15 138:16 139:19 140:10 142:22,24 144:12 145:11 147:20 160:8 168:8 173:22
wanted 11:16 33:7 48:3 52:13 148:15
wanting 83:22
wants 106:20 108:3 146:15 147:5,10 148:24 150:9
warehouse 128:9 130:21
warm 141:13
wash 111:3
wasn't 17:7 72:10 81:12 83:8,11,14 83:19 87:18 89:18 91:20
wasting 84:9
watching 37:3
way 19:19 26:16 31:3 38:24 53:4,5 53:5,6,13 55:18 64:22 65:19 66:23 68:7 72:8 78:22 80:18 85:18,24 98:16,19 99:11,24 101:22 107:9 111:17 113:2 118:2 120:13 123:24 140:3 152:3,23 153:2 160:24 165:3 172:19 173:7
ways 7:8 31:19,21
weather 143:7,21 143:22
weeds 149:13
week 33:16,25 148:16
weeks 78:21
went 46:15,16 87:5 88:24 166:14
weren't 3:22 41:2 58:21 85:25
west 25:24
we'll 38:17 41:14 59:20 75:22 81:24 88:6 102:21 104:12 105:4,16 106:15 112:4 118:18,23 131:10 143:12
we're 5:8 7:9 14:3 20:3,14 21:20 24:11 27:22 33:22 33:24 35:16 38:9 41:14 54:22 60:19 64:3 66:8,12,14 66:20 68:17 74:22 78:7 79:8 82:17 87:4 90:16 91:14 93:19 94:9,17,20 98:14 99:25 104:13,23 105:10 105:12,20,22 106:9 107:25 110:2,4 113:10 118:18 125:11 127:5 131:15 132:16 140:23,25 142:3 149:6,8 162:15 168:7 173:24
we've 7:8,12 12:18 18:5 27:21 43:7 45:2 54:17 69:12 98:12,17 100:18 101:13 107:14 124:22 125:7,8 129:11 139:15 141:11 149:20 150:13 173:21
whack 45:2,2 46:20 58:20
wharf 19:9 20:5,16 20:19 21:8,15 25:16 27:19 30:20
whatever's 149:9
whatsoever 157:25
white 14:11,18 15:5
WHITEHEAD 2:12 69:5
wholly 7:24 8:6 22:14
William 1:18 3:6 5:22 174:22
willing 39:17 131:2 131:4
witness 1:19 3:8 5:3 41:18 43:15 47:18 48:25 50:19 51:9 64:9 65:15 73:10 74:16 76:14 79:20 81:18 82:16 85:22 96:3 109:4 109:20 112:3,13 114:21 116:2 118:15 124:2,6 129:22 130:3 132:23 135:25 144:8 145:23 150:8 153:10 158:9 159:24 164:7,15 168:11 168:18 172:22 174:16 175:11
wits 44:16
wondering 93:4
word 67:3,15 81:8 96:12 104:17 126:23 129:25 131:18 132:3,21 132:22
wording 132:5
words 11:25 18:16 28:23 29:18 42:11 53:23 80:22 84:2 91:22 111:2 112:19,25 124:25 126:15 155:20 171:21 173:16
work 11:17 53:20 56:3 58:14 77:21 98:19 99:2 107:5 118:25 125:9,20 128:3 145:13 148:20 151:21 168:18 169:4,19 170:24 171:13
worked 59:19 96:7 98:18 128:3 152:13 170:20
working 11:21 19:6 54:6 55:10,17 60:23 128:21 167:13 169:6,10 169:13,17 171:22 172:6
works 31:3 71:24 120:13 163:22 164:3
world 87:5
world's 49:8
wouldn't 15:5 34:6 39:15 46:10 64:17 64:23 74:11 76:23 86:17 87:20 88:11 95:21 125:24 134:12 137:23 165:25
write 121:21,22 168:4
writes 9:23
writing 73:6,16 74:22,24 75:7,11 75:15,24 78:23 79:4 80:8 81:5,10 82:7,20 86:14
written 9:2 14:5,7 25:21 26:2,23 33:4 92:18
wrong 9:14 59:15 59:22 63:12 77:5 84:21,22 86:8 88:12 91:22 92:15 92:19 93:13 94:20
wrote 95:5 98:23
Wyoming 7:25 8:5 8:13 9:19,20 10:10 13:18 22:14

X

X 2:16 35:17

Y

Y 8:4
yard 14:20 18:7,14 18:17,24 20:3,10 22:7 27:15 28:19 28:25,25 29:25 30:10,11,13,15,22 31:7 111:7 119:12
yeah 25:17 35:14 45:16 47:9 60:3 61:19 70:14 72:15 82:5 85:10 106:19 117:17 119:14 126:3,10 128:19 136:14,21 141:7 141:24 146:13 147:15 150:19 151:11 152:21 155:22 162:7 167:9,19 171:11
year 7:14 15:3,8,9 16:2 116:12 130:13
years 6:7,19 7:4,7 7:10 16:4 45:12

46:5 76:6 96:7 134:10
yelling 41:11
yellow 13:19
Young 117:8,14
y'all 20:22 30:24 31:10 32:9 35:3 35:24 51:25 65:19 65:23,24 66:2,9 66:18,21 68:8,9 72:13 73:13 84:13 97:21 98:11 105:10 108:17 112:23 119:18 126:7 128:22 133:9 169:9
y'all's 100:8

Z

zero 84:7

$

$8,600 84:16

0

04 142:22
05 142:22
05-0755-AB 1:12

1

1st 37:14,15 38:18 38:24 40:7,8,8 43:19,20 52:15,16 63:3,3 114:5,6,16 114:17 116:8,8 162:23,23
1:40 1:25
1001 13:4 16:10 18:22 19:5 20:15 26:22
1002 16:16 18:22 19:5 20:15
1003 16:10 18:23 19:5 20:15
10223 2:5
110 1:23 2:13
1200 2:9
134 2:4
15-14-37 3:4
155 2:21
160 2:22
163 2:23
167 2:24
175 2:25
19th 104:5
1988 158:5
1995 135:8
1998 17:18

2

2nd 38:21
2000 117:10
2003 77:15 166:13
2004 29:16 117:12 117:13
2005 1:24 37:14,15 38:18,25 40:8,9 43:19,20 45:4 52:16,16 63:3,4 104:5 114:6,16,17 116:8 141:19 142:6,10,12 143:5 154:3

3

3 2:18
30 81:17
30th 1:24
30(b)(6) 3:10,12 5:3 16:24 69:6 81:20
31401 2:5
31402 2:14
32207 2:10

4

4:30 174:23

5

5 2:20

6

6 81:17
600 2:9
6004 136:2

7

786 2:13

9

9-11-28 3:3
94 135:11
95 144:9
98 55:4

May 5th, 2005

Mr. Kenneth Meyer
CEO, President
Capital Cargo Incorporated
250 Brampton Road
Garden City, Georgia 31408

Reference attached letter of April 28th, 2005 pertaining to your outstanding unpaid demurrage invoices.

We regrettably are forced to immediately place your company on a cash only basis. This status will require your company to fully pay any demurrage owed on a car-by-car basis as they are released empty back to us.

We will work with you to institute a payment process that minimizes impact to your operation. Initially, as you release empty cars to us, you will be advised of any demurrage owed on the individual cars. We will furnish you an invoice if demurrage charges have accrued and you will be required to bring a check for that amount to our office. Should you desire to establish a bank account whereby we could automatically withdraw funds in lieu of bringing a check by our office let us know and we will work with you to establish that process.

All outstanding unpaid demurrage invoices are still owed by your company and resolution of those charges will begin through other channels.

Tony Lobg
Vice President – Customer Service
Rail-Link Inc.

cc: Billy Eaver
David Rahal
Tim Balette
Murray Benz
Bill Jasper

Enclosures:
Letter of April 28th, 2005
Outstanding Demurrage Summary
Claims procedure from SAFT demurrage tariff

EXHIBIT S