



PATRIOT RAIL COMPANY LLC

Freight Tariff No. 1000-1

Terms and Conditions of Service

Switching and Handling

Demurrage and Storage








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List of Patriot Rail Company Railroads & Contact Information

Logo	Abbreviation	Railroad	Email Address
 Butte, Anaconda & Pacific Railway	BAP	Rarus Railway, LLC d/b/a Butte, Anaconda & Pacific Railway Co.	BP-CS@PATRIOTRAIL.COM
 Columbia & Cowlitz Railway	CLC	Columbia & Cowlitz Railway, LLC	CLC-CS@PATRIOTRAIL.COM
 DeQueen and Eastern Railroad	DQE	DeQueen & Eastern Railroad, LLC	DQE-CS@PATRIOTRAIL.COM
 Delta Southern Railroad	DSRR	Delta Southern Railroad, Inc.	DSRR-CS@PATRIOTRAIL.com
 Decatur Junction Railway	DT	Decatur Junction Railway Co. LLC	DT-CS@PATRIOTRAIL.com
 Elkhart & Western Railroad	EWR	Elkhart & Western Railroad Co. LLC	EWR-CS@PATRIOTRAIL.com
 Fort Smith Railroad	FSR	Fort Smith Railroad Co. LLC	FSR-CS@PATRIOTRAIL.COM
 Garden City Western Railway	GCW	Garden City Western Railway LLC	GCW-CS@PATRIOTRAIL.COM
 Gettysburg & Northern Railway	GET	Gettysburg & Northern Railroad Co. LLC	GET-CS@PATRIOTRAIL.COM
 Georgia Northeastern Railroad	GNRR	Georgia Northeastern Railroad Company LLC	GNRR-CS@PATRIOTRAIL.COM
 Georgia Southern Railway	GS	Georgia Southern Railway Co. LLC	GS-CS@PATRIOTRAIL.COM

Logo	Abbreviation	Railroad	Email Address
 Golden Triangle Railroad	GTRA	Golden Triangle Railroad, LLC	GTRA-CS@PATRIOTRAIL.COM
 Indiana Southwestern Railway	ISW	Indiana Southwestern Railway Co. LLC	ISW-CS@PATRIOTRAIL.COM
 Kingman Terminal Railroad	KGTR	Kingman Terminal Railroad, LLC	KGTR-CS@PATRIOTRAIL.COM
 Keokuk Junction Railway	KJRY	Keokuk Junction Railway Co. LLC	KJRY-CS@PATRIOTRAIL.COM
 Kendallville Terminal Railway	KTR	Kendallville Terminal Railway Co. LLC	KTR-CS@PATRIOTRAIL.COM
 Louisiana and North West Railroad	LNW	Louisiana & North West Railroad Company, LLC	LNW-CS@PATRIOTRAIL.COM
 Lakeshore Terminal Railroad	LTR	Lakeshore Terminal Railroad	LTR-CS@PATRIOTRAIL.COM
 Merced County Central Valley Railroad	MCVR	Merced County Central Valley Railroad, LLC	MCVR-CS@PATRIOTRAIL.COM
 Mississippi Central Railroad	MSCI	Mississippi Central Railroad Co. LLC	MSCI-CS@PATRIOTRAIL.COM
 Michigan Southern Railroad	MSO	Michigan Southern Railroad Co. LLC	MSO-CS@PATRIOTRAIL.COM
 Napoleon Defiance & Western Railway	NDW	Michigan Southern Railroad Co. LLC d/b/a Napoleon, Defiance & Western Railway	NDW-CS@PATRIOTRAIL.COM
 Pioneer Industrial Railway	PRY	Pioneer Industrial Railway Co. LLC	PRY-CS@PATRIOTRAIL.COM
 Ripley & New Albany Railroad	RNA	Ripley & New Albany Railroad Company	RNA-CS@PATRIOTRAIL.COM

Logo	Abbreviation	Railroad	Email Address
 Sacramento Valley Railroad	SAV	Sacramento Valley Railroad, LLC	SAV-CS@PATRIOTRAIL.COM
 Salt Lake Garfield & Western Railway	SLGW	Salt Lake Garfield & Western Railway Company, LLC	SLGW-CS@PATRIOTRAIL.COM
 Temple & Central Texas Railway	TC	Temple & Central Texas Railway, LLC	TC-CS@PATRIOTRAIL.COM
 Tennessee Southern Railroad	TSRR	Tennessee Southern Railroad Company, LLC	TSRR-CS@PATRIOTRAIL.COM
 Utah Central Railway	UCRY	Utah Central Railway Company, LLC	UCRY-CS@PATRIOTRAIL.COM
 Vandalia Railroad	VRRC	Vandalia Railroad Company	VRRC-CS@PATRIOTRAIL.COM
 West Belt Railway	WBRY	West Belt Railway	WBRW-CS@PATRIOTRAIL.COM

Important Contact Information

For any questions pertaining to weight restrictions, proper loading, manual submission of billing or any other inquiries contact Customer Service at 1-855-955-RAIL (7245).

Further information can be found at <http://www.patriotrail.com>

Abbreviations

\$.....	U.S. Dollars
AAR.....	Association of American Railroads
BNSF.....	Burlington Northern & Santa Fe Railway
BOE.....	Bureau of Explosives
CFR.....	Code of Federal Regulations
CLASS 1.....	All Class 1 Railroads
CN.....	Canadian National
CSXT.....	CSX Transportation
KCS.....	Kansas City Southern
NS.....	Norfolk Southern
OPSL.....	Official Railroad Station List
PRC.....	Patriot Rail Company, LLC
RER.....	Railway Equipment Register
RR.....	Railroad (Patriot Rail Company, LLC or one of its railroads)
STB.....	Surface Transportation Board
STCC.....	Standard Transportation Commodity Code
UFC.....	Uniform Freight Classification
UP.....	Union Pacific Railroad Company

Weight Restrictions

RR will provide services for loaded cars with a Maximum Allowable Gross Weight as specified in table below. Shipments exceeding the maximum gross weights must be approved prior to shipment. Gross weight can also be found on each RR's Charge Catalog 2000 services. For additional information, please contact the Customer Service Center at 1-855-955-RAIL (7245).

Railroad	Track	From Milepost	To Milepost	Weight Limit (lbs.)
BAP				286,000
CLC				286,000
DQE				286,000
DSRR				286,000
DT				286,000
EWR		0.5 (Elkhart, IN)	9.5 (Mishawaka, IN)	286,000
EWR		98 (Rochester, IN)	109.0 (Argos, IN)	263,000
EWR		109.0 (Argos, IN)	119.0 (Plymouth, IN)	286,000
EWR		119.0 (Plymouth, IN)	132.0 (Walkerton, IN)	263,000
EWR		Monticello, IN	Monon, IN	286,000
FSR				286,000
GCW		0.0 (Quinby, KS)	4.0 (Quinby, KS)	286,000
GCW		4.0 (Rodkey, KS)	14.0 (Wolf, KS)	263,000
GCW		128.0 (Shallow Waters, KS)	151.0 (Tennis, KS)	263,000
GCW		151.0 (Garden City, KS)	156.0 (Garden City, KS)	286,000
GET				286,000
GNRR				286,000
GS				286,000
GTRA				286,000
ISW				286,000
KGTR				286,000
KJRY				286,000
KTR				286,000
LNW		0.0 (McNeil, AR)	15.8 (Magnolia, AR)	286,000
LNW		15.9 (Magnolia, AR)	58.6 (Gibsland, LA)	263,000
LNW		58.7 (Gibsland, LA)	61.5 (Gibsland, LA)	286,000
LTR				286,000
MCVR				286,000
MSCI		518.0 (Grand Jct, TN)	568.0 (Oxford, MS)	263,000
MSCI		527.0 (Corinth, MS)	569.0 (Red Bay, AL)	286,000
MSCI		Iuka, MS		263,000
MSO				286,000
NDW		36.1 (Napoleon, OH)	50.8 (Defiance, OH)	286,000

NDW		50.8 (Defiance, OH)	78.7 (Woodburn, IN)	263,000
RNA				286,000
Railroad	Track	From Milepost	To Milepost	Weight Limit (lbs.)
SAV				286,000
SLGW				286,000
TC				286,000
TSRR	"L" Line	227.2 (Natco)	265.7 (Pulaski, TN)	286,000
TSRR	"A" Line	232.9 (Columbia Wye)	312.9 (Florence, AL)	286,000
UCRY	Ogden Industrial Lead			286,000
VCCR		690.0	692.54	286,000
VCCR	All Industrial Spurs			263,000



*Patriot Rail Company is a premier
short line railroad and rail services
company based in the U.S.*

Section 1- General Car Rules

INTRODUCTION

Thank you for partnering with Patriot Rail Company LLC for your freight transportation and logistics needs. The purpose of this publication is to provide our customers with a clear understanding of the terms and charges associated with the services we provide.

The terms and conditions of service, as well as the charges stated in this Tariff are applicable to all points on all Patriot Rail lines. This document supersedes and replaces all former versions of Tariff 6400, Tariff 1000, and the Steel River Transportation Holdings, LLC (SRTH) Tariff issued on February 1, 2016 and effective on April 1, 2016, Pioneer's General Freight Tariff 5000, all individual Pioneer railroads Rate Tariff 8000 Series, SLGW 8000, and DSRR 8000.

By arranging for services with Patriot Rail Company LLC and any of its railroads (herein referred to as "RR"), a customer or any third party acting under the direction of or on behalf of a customer (agent), authorizes and accepts all the rules, requirements, and charges published herein. Any action taken by a customer or its agent(s) that initiates, accepts delivery, or affects a movement of supplemental service on one of Patriot Rail Company's railroads, constitutes acceptance by that customer of all terms, rules, and applicable charges contained in this document and the applicable Charge Catalog 2000 series, as amended from time to time, unless otherwise stated by a private written agreement between the parties.

"Tariff" shall mean this document as well as the Charge Catalogs published for each railroad. Glossary of Terms that define and govern the provisions outlined in this Tariff can be found starting on Page 39 (Section 10) at the end of this document.

1.01 GENERAL APPLICATION

The Tariff publishes various terms and charges by which RR may bill a customer or agent. These charges are designed to compensate the RR for costs incurred for activities performed or for the use of its assets.

Charges and terms contained in the Tariff apply to all commodities (unless specifically omitted or otherwise explicitly provided) to all points on the RR, and to both rail-controlled and private railcars.

This publication is governed, except as otherwise provided herein, by the following publications and all supplements thereto or reissues thereof:

- Official Railroad Station List, OPSL 6000-Series to the extent shown below:
 - For additions or changes in Name, Location or Abandonment of Stations
 - Prepay Requirements
 - Restrictions as to acceptance or delivery of freight
 - Changes in station facilities
 - When a station is abandoned, all provisions applicable thereto are cancelled, effective on the date of abandonment
- Uniform Freight Classification, UFC 6000-Series
- Bureau of Explosives Tariff, BOE 6000-Series
- Standard Transportation Commodity Code, STCC 6001-Series
- Official Railway Equipment Register, RER 6412-Series
- Uniform Straight Bill of Lading
- AAR Loading Rules

1.02 MILEAGE ON PRIVATE CARS

Patriot Rail Company LLC and its railroads will not pay mileage charges on privately owned railcars when moving from, to or via stations on the RR lines unless superseded by an existing contract that governs such charges.

1.03 FUEL SURCHARGE

Fuel surcharges as provided for in the RR's Fuel Surcharge Tariff (9000 series) as of the date of the shipment tender shall apply.

1.04 DESCRIPTION OF COMMODITIES AND INSPECTION

The description of commodity(s) on the Shipping Document will conform to the Standard Transportation Commodity Code (STCC) and show the STCC number(s). When different prices

are provided for the same commodity/commodities according to the type of packing or package, the type of packing or package should be shown.

The RR reserves the right to inspect shipments to determine applicable prices. When the commodity/commodities are found to be incorrectly described, freight charges will be collected according to the proper description.

1.05 SHIPPING DOCUMENT

Prior to the tender of freight, Consignor shall execute a Shipping Document similar in content to the Uniform Straight Bill of Lading. However, this publication shall override any inconsistent terms in the Shipping Document. By executing the Shipping Document, the Consignor is deemed to accept and be bound by the conditions of this publication including the defenses, exclusions and limitations of liability set out herein.

1.06 MAXIMUM ALLOWABLE GROSS WEIGHT ON RAIL

Maximum Allowable Gross Weight on Rail will vary. Gross Weight can be found starting on page 8 of this circular and in each individual RR Charge Catalog 2000 series.

1.07 CONGESTION RESULTING FROM RAIL CUSTOMER

If a Customer's excessive retention of railcars results in operational congestion, as determined by the RR, of the Customer's and/or the RR's rail tracks, the RR may impose an embargo against the Customer's receipt of further railcars until the congestion is eliminated.

1.08 UNLOADING AND RELEASE OF EQUIPMENT AT DESTINATION

Upon arrival and placement of equipment for unloading at destination, consignee will be responsible for unloading equipment in a manner which does not damage equipment and for releasing equipment in a condition suitable for reloading by another Customer. If consignee refuses or fails to remove all

lading, dunnage blocking, bracing, strapping, debris, or other material that was part of the inbound shipment, secure interior loading devices, and close doors, the railroad which discovers such failure may undertake to remedy such failure and the consignee will be responsible for reimbursing the railroad which performs such work for the cost thereof, including without limitation the cost of any switching associated with such work. Applicable demurrage and detention charges shall continue to apply until equipment is released to delivering carrier in clean condition or upon completion of any action by the delivering carrier to remedy the consignee's failure.

1.09 LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this publication, liability for loss and or damage of lading transported by RR is limited to twenty-five thousand dollars (\$25,000) per railcar. If liability coverage beyond that provided herein is desired, the RR must be contacted for charges to apply prior to the tendering of such shipment(s) to the RR for rail transportation.

The RR shall not be responsible for loss or damage of lading where Customer has failed to comply with the requirements of the Uniform Freight Classification and AAR loading provisions. Customer must package all shipments governed by this Price List in accordance with Rules 5, 40, 41 and 51 of the Uniform Freight Classification, UFC 6000 Series. Nor shall the RR be liable for any loss, damage or delay caused by an act of God, the public enemy, the authority of law, the act or default of the shipper or owner, natural shrinkage of product, riots or strikes or a defect or vice in the property. In no circumstances whatsoever, shall the RR be liable for consequential or indirect damages including but not limited to loss or profit, loss of market, product deterioration, claims based on delay in transportation, mobilization/demobilization expenses, punitive damages or attorney's fees.

This limit of liability as well as any other defense, exclusion or limitation of liability set out in this publication shall apply in all circumstances including where the delay, loss and/or damage to commodity(s) resulted in whole or in part from negligence, gross negligence or willful misconduct of the RR, its servants, or agents.

1.10 WEATHER INTERFERENCE

In the event it is impossible for Customer to get to a railcar to load or to unload due to Acts of God, including, but not limited

to flood, storm, earthquake, hurricane, tornado, or to other severe weather or climatic conditions, the demurrage directly chargeable thereto will be adjusted, provided the impediment is at least two (2) days in duration. Notification of this impediment must be made to our Customer Service Center via email addresses provided on pages 4 through 6 of this circular (specific to each RR) or the centralized telephone number provided in this Tariff, within 24 hours of interference, and will provide daily updates until back in service.

1.11 HOLIDAYS

Holidays observed may be different for each RR and are therefore referenced both in this Tariff and separately in each Railroad's Charge Catalog 2000 series. A matrix of the holidays observed by railroad is included in his circular on Page 43.

1.12 SERVICE REQUEST – “CUT-OFF TIMES”

To ensure safe, reliable, and efficient operation of our railroads, all service requests must be submitted to RR within prescribed time constraints. These times, known as “cut-off” times, vary among our railroads (and sometimes vary by day of the week, etc.). Questions regarding service parameters, including “cut-off times,” should be directed to our Customer Service Center via email addresses provided (specific to each RR) or the centralized telephone number provided in this Tariff.

1.13 NOTIFICATIONS FROM RR

RR will provide notice electronically (via RailCarrier Interface™ web portal or email) as follows:

1. On cars destined for public delivery tracks, notice will be given to the appropriate party when the car is placed.
2. On cars for other-than-public delivery tracks, notice of constructive placement will be given to the appropriate party.
3. Actual placement of a car upon the tracks of a consignor or consignee will constitute notice except when two or more parties use the same track, notice will be provided.

4. On cars stopped in transit, notice will be given to the party instructing the stop when the car arrives at the stop point.

On refused loaded cars, it is the responsibility of consignee to advise the consignor.

Consignor, consignee, or other affected party must furnish RR forwarding instructions, empty car release information or other disposition (as applicable) electronically. When the device used indicates the time and date, such time and date will govern.

1.14 NOTIFICATIONS TO RR

Placement Requests: All car placement requests must be submitted to RR using RailCarrier Interface™. RR will accept requests provided to its Customer Service Center via telephone, email, or fax, subject to a charge per Item 5.15. The charge applies to each request (not a per car charge).

RR will accept billing information via three methods, at no charge:

1. RailCarrier Interface™/EBOL
2. Class 1 website for handling carrier, junction settlement, or switching lines
3. By making arrangements with 3rd party logistics services providers to submit forwarding instructions on their behalf via EDI or via a Class 1 website tool.

1.15 BILLS OF LADING; RATE-ROUTE INACCURACIES

Nothing in the bills of lading shall be construed to obligate RR to verify the rates specified on such bills of lading, to notify shippers/customers of inaccuracies in those rates, or to reject bills of lading tendered by shippers and containing inaccurate rates including rates which have application but not via routing shown on the bill of lading.

RR reserves the right to apply the applicable rate, then in effect, with respect to the route designated. Should no route be designated by the bill of lading, RR shall be under no obligation to obtain more specific routing instructions from the shipper. In such case, RR will transport the traffic via an available route at its discretion between origin and destination.

1.16 LACK OF A SIDETRACK / INDUSTRIAL TRACK AGREEMENT

Most Customer facilities are accessed via Sidetracks or Industrial Track Agreements (“ITA”). At RR, we expect to operate with a private sidetrack agreement that establishes the responsibilities and processes necessary for use of those tracks, including important issues related to local safety, and operations. In the absence of a private sidetrack agreement, the following terms and conditions govern the use of the Sidetracks. RR reserves the right, however, to decline service on a Sidetrack in the absence of a private sidetrack agreement at any time.

A. ACCESS RIGHT

When a Customer orders or accepts a Shipment from RR, they are representing that they own or have the right to grant RR access to the Sidetracks and property leading to and within the Customer facility. They further represent that by inviting the RR, its employees, agents and assigns into the Sidetrack and are accepting full liability for damage or injury to RR employees, equipment and the equipment of other parties being used to affect the Shipments in question. This allows RR to proceed unimpeded over the Sidetracks.

- RR will use the Sidetracks to deliver any railcar directed to the Customer’s facility by a valid Shipping Instruction
- RR may access and temporarily occupy Customer’s Sidetracks when useful in the course of providing local service in the Customer’s vicinity
- In the event we deliver a railcar NOT ordered or expected by the Customer, we will use commercially reasonable efforts to promptly remove the railcar

B. MAINTENANCE

Customers must, at their own expense, inspect, maintain, and renew Sidetracks consistent with normal operations, and in accordance with:

- The Federal Railroad Administration’s Track Safety Standards (49 C.F.R. Part 213)
- Railroad Worker Safety Regulations (49 C.F.R. Part 214)

The Customer must inform RR’s local representatives of the dates and amount of time that the Sidetracks will be out of service, whether for maintenance or other reasons. In addition, Customers must keep Sidetracks and adjacent walking areas free from:

- Tripping or slipping hazards
- Debris and weeds
- Rodent or insect nests or burrows
- Accumulations of mud and water
- Potholes and excavations
- Ice and snow
- Temporary or permanent structures and poles
- Trees and brush which obstruct visibility or strike equipment
- Other obstructions (i.e., parked vehicles)

RR has the right, but not the duty, to inspect Sidetracks. RR will not operate over any Sidetracks that are determined to be unsafe.

C. CLOSE CLEARANCES

A customer shall not maintain Close Clearances in the area of Sidetracks unless:

- The customer obtains a waiver from any conflicting Governmental Requirements, and
- RR approves such Close Clearance in writing.

Customers must install, maintain, and replace, at their expense any warning signs or lighting, or make other adjustments regarding Close Clearances as may be necessary, useful, or required by any Governmental Requirements or RR.

D. CONSTRUCTION

If a Customer seeks to construct new or additional, or alter existing, Sidetracks without interruption in RR service:

- All construction must be done in accordance with the provisions of RR’s current Standard Guidelines and Specifications for the Design and Construction of Private Sidetracks, and
- Customers must supply RR with construction plans for any addition, deletion, or modification to the Sidetracks, and obtain RR’s written confirmation that RR has no objections to the proposed changes prior to making any material alterations to the Sidetrack.

To facilitate safe operations and avoid interruptions of service, Customers should notify RR not less than 30 days prior to constructing or allowing the construction of any new tracks, public or private road, gate, tunnel, bridge, culvert, pit, gas-line, pipe, or other items on, over, under or along any part of the Sidetrack or right-of-way.

E. EMERGENCY ACCESS RIGHT

RR may use Sidetracks for emergency operating purposes as long as the emergency operations do not materially affect the use of the Sidetracks for rail service to the Customer.

F. CONTROL OVER RAILCARS

RR surrenders possession and control of each railcar, and its contents, consigned to or ordered by the Customer when:

- A railcar has been placed on a Sidetrack, and RR’s locomotive uncouples from the railcar, or
- RR’s crew departs from the locomotive if the locomotive is being left with the Customer

RR assumes possession and control of a railcar and its contents when:

- RR’s locomotive is coupled to the railcar, or
- When the locomotive has been left with the Customer, RR’s crew is on board the locomotive and has actual control over the train by initiating departure from the Private Track

Customer indemnifies RR against any damages that result from failing to secure railcars in their possession. Customer is responsible for any damage to railcars in their possession, unless damage is reported as soon as possible after RR crew relinquishes control over railcar but prior to any loading, unloading, trimming, movement, sampling, venting or attaching loading or unloading apparatus to railcar. Customers that move railcars about their facilities in order to effect loading or unloading of said cars must be on guard to prevent derailments of railcars while in their possession, should a railcar be derailed in a customer’s facility the customer must report said derailment to the RR prior to release of said car for transportation by the RR, failure to do so may incur charges from the RR.

G. DISPATCH

Dispatching traffic on portions of a Sidetrack used by RR to provide service to Customers must be coordinated by the field personnel of RR and the Customer.

H. HAZARDOUS MATERIALS

Hazardous Materials shall not be placed by anyone:

- On or within the area within twenty-five feet of Sidetracks,

-or-

- On Customer property within 100 feet of RR’s connecting track.

This does NOT apply to:

- Shipments consigned to, or ordered by, a Customer accessible by such Sidetrack

-or-

- Existing pipelines for the transportation of Hazardous Materials

I. CONTINUATION CHARGE

If the RR traffic on a Sidetrack is insufficient to justify continuing access to the RR network, RR may offer to keep its access switch in place in exchange for an annual maintenance charge as specified in Item 5.17 of this publication.

1. Where more than one privately-owned sidetrack is served by a single industrial switch connection, each of the individual owners of the private sidetracks will be liable for an equal share of the charge. The total number of carloads originated or terminated on all of the private sidetracks served by the industrial switch connection will determine whether the exemptions above apply.
2. RR is under no obligation to provide service to or from those private sidetracks for which any part of the applicable charge is unpaid.

J. NO RIGHT TO ACCESS RR TRACK

Protecting our network is essential to maintaining RR’s employees’ safety and RR’s service operations. No one else, including a Customer, is allowed to enter, perform any switching, or otherwise operate on any tracks owned by RR. If a Customer accesses RR track without expressed written permission, Customer assumes all risk of loss and indemnifies RR against all damage, cost, liability, judgment, and expense, including attorney’s fees, in connection with any personal injury to or death of any persons or loss of/damage to any property, whether employees or property of either Customer, RR, or third persons, sustained, incurred, arising, or growing out of operations by Customer or its Agents upon RR tracks. Customers are further prohibited from accessing RR property for any purpose without the advance approval from the RR and the proper approval as well as completion and acceptance of a RR Right of Entry form.

Section 2 - Car Placement, Loading & Unloading

2.01 ACTUAL PLACEMENT

“Actual Placement” means a car physically placed in an accessible position for loading or unloading at a point generally designated or used by the shipper or receiver (consignor or consignee).

2.02 CONSTRUCTIVE PLACEMENT

When a car consigned or ordered to a private track, an industrial interchange track, or other-than-public delivery track cannot be placed because of a condition attributable to the consignor or consignee, such car will be held by RR at destination. If it cannot be reasonably accommodated there, it will be held at an available hold point and notice shall be provided to the consignor or consignee that the car is held (naming the hold point if not held at destination) and that RR is unable to effect actual placement. Such cars that cannot be physically placed for loading and unloading (“Actual Placement”) and remain in RR control, are considered “Constructively Placed” and will accrue demurrage the same way as if actually placed.

A car placed upon private track, industrial interchange track, or other than public delivery track serving the consignor or consignee, shall be considered constructively placed without notice.

2.03 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 with regard to all railroad loading and clearance rules in order to ensure safety and security for all parties. Advice must be provided to the RR that the car is available for movement, and billing instructions must be furnished to RR.

The RR utilizes electronic and mechanical devices capable of recording the date and time at which forwarding instructions

were received from consignor or affected party. This recorded date and time will govern the release time and date of the cars.

Private and railroad-controlled cars that are consigned for delivery to private tracks, which first must be held on railroad tracks under constructive placement, are subject to demurrage provisions and charges as applicable in Section 3 of this Tariff and in each RR’s Charge Catalog Series 2000. Free time allowed will be governed by Item 3.05 of this Tariff, unless superseded by specific terms in each RR’s Charge Catalog 2000 Series.

2.04 UNLOADING

“Unloading” means the complete or partial unloading of a car, a notice from the consignee that the car is available for movement, as well as timely provision of billing instructions for the empty car.

Information provided by the consignee must include identity of consignee, date and time, car initial and number.

Loaded cars (of railroad or private ownership) held for unloading on RR tracks under Constructive Placement are subject to demurrage and other provisions and charges stipulated in Section 3 of this Tariff and in each RR’s Charge Catalog Series 2000.

2.05 PUBLIC DELIVERY TRACK

Except as provided in Items 2.03 and 2.04, on cars for loading and unloading on public delivery tracks or team tracks, time will be computed from the first 12:01 a.m. (00:01) after actual placement and after required notice has been sent or given.

When delivery of cars on public tracks cannot be made because cars on hand exceed track capacity, such cars will be held at an available point. Time of constructive placement will be computed from the first 12:01 a.m. (00:01) after notice of arrival at the holding point has been provided to consignee.

Section 3 – Demurrage / Storage

3.01 GENERAL TERMS RELATED TO DEMURRAGE, HOLDING CARS & STORAGE

The disposition of a car at its point of detention determines the purpose for which the car is being held and therefore the applicable rules.

All cars (railroad-controlled and private) held for or by consignors, consignees, or parties responsible for the loading or unloading of the railcar are subject to demurrage rules and charges in this section, with the following **EXCEPTIONS**:

1. Private cars held on leased or private tracks.
2. Cars containing freight refused or unclaimed and awaiting sale by the RR for the time held beyond legal requirements.
3. Cars assigned to shippers returned to points of assignment loaded when material is authorized to be returned without freight charges under provisions of freight publications.
4. Cars assigned to shippers returned empty to point of assignment while subject to storage rules.
5. Empty railroad equipment moving on its own wheels under transportation charges as freight.

*Note: For RR's convenience, cars may be held at a location other than the location at which the cars were received.

3.02 DEMURRAGE – APPLICATION

A. GENERAL RULES

Demurrage is a fee charged on a per railcar per day for extended use of railroad assets (railcars and/or tracks) beyond the Free Time (Item 3.05) allowed for the performance of certain activities. Demurrage is an essential tool in maintaining efficient railroad operations by encouraging the optimal utilization of very expensive assets.

The purpose of demurrage charges is to ensure that:

1. Cars are loaded and unloaded expeditiously so they become available for the next shipment
2. Track capacity is optimized and traffic remains fluid

B. COMPUTATION OF CHARGES

Demurrage is totaled by calculating the days the car was held by the consignor or affected party after the expiration of free time, if any free time was allowed. Partial days are rounded up to a whole day.

Item 3.05 describes the free time allowed for the completion of certain activities. After the expiration of free time, demurrage will be assessed on a per car, per day basis, until the car is released. Partial days are rounded up to a whole day.

Specific charges and any additional terms and rules that may be applicable specific to each Patriot Rail Company, LLC railroad are stipulated in Charge Catalog 2000 Series, issued for each railroad separately, and these supersede the general terms of Item 3.05.

Demurrage charges apply to all cars as described under the rules contained within this Tariff.

C. CARS UNLOADED AND RELOADED

WHERE RR PERFORMS SWITCHING SERVICE:

When the same car is unloaded and subsequently reloaded, each transaction will be treated as independent of the other and free time for reloading shall not begin until the first 12:01 a.m. (00:01) after unloading is complete and billing instructions are provided.

When empty release information is not furnished, the car will be released from the unloading transaction at the date and time forwarding instructions are received.

WHERE CUSTOMER PERFORMS SWITCHING SERVICE:

When the same car is both unloaded and reloaded, each transaction will be treated as independent of the other and free time for reloading shall not begin until the first 12:01 a.m. (00:01) after unloading is complete, in which case the industry must notify RR of the date and time car was unloaded and instructions provided within two (2) days after completion of unloading (exclusive of Saturdays, Sundays, and holidays).

If instructions are not furnished within the two (2) day period, the car will be released from the inbound demurrage transaction on the date and time empty release information is received. In the event the unloading information is not furnished before

12:01 a.m. (00:01) of the date the loaded car is returned to the interchange track, then 12:01 a.m. (00:01) of the date the loaded car is returned to the interchange track will be the time and date to be observed on the inbound demurrage transaction.

3.03 DEMURRAGE CHARGES

3.03-I RAILROAD CONTROLLED (CARS HELD FOR LOADING/UNLOADING)

For railroad owned cars, railcars on railroad tracks that have not been ordered in to be placed will accrue charges (from PCON or constructive placement notice to release from PCON). For railroad owned cars, charges also accrue while on customers' industry tracks prior to a car being released empty or billed as a load (from placement at industry to empty release or billed as a load).

3.03-II PRIVATE CARS HELD ON RAILROAD TRACKS (CARS HELD FOR LOADING/UNLOADING)

Private railcars incur demurrage when held on railroad tracks including when held for constructive placement or awaiting customer advice for delivery. Charges will accrue from constructive placement (PCON) to release from constructive placement for the use of railroad tracks.

3.03-III HEAVY DUTY FLATS

Heavy duty flat cars of, but not limited to, mechanical designation "FD", "FM", or "FW" with capacity in excess of 130 tons, will be subject to demurrage charge listed in the RR's Rate Tariff 2000. These demurrage charges are in lieu of other demurrage charges which are specified in this publication.

For railroad controlled cars, time will be computed from the first 12:01 a.m. (00:01) hours after actual placement or constructive placement until the released empty or billed loaded. For private heavy duty flat railcars, time will be computed from the first 12:01 a.m. (00:01) after constructive placement until release from constructive placement or actual placement on a private track.

*There is no free time for railcars in this status except as otherwise specified in Charge Catalog 2000.

3.03-IV HAZARDOUS MATERIALS (EXCLUDING TIH/PIH)

Except as otherwise provided in Item 3.03-V for TIH/PIH commodities of this publication, the demurrage charges provided in this item apply to loaded railcars containing Hazardous Materials and to an empty railcar which on the prior move contained Hazardous Materials as specified Section 7 of this publication.

The demurrage charges as specified in the RR's Charge Catalog 2000 Series apply to a loaded railcar which contains Hazardous Materials (excluding TIH/PIH) and to an empty railcar which on the prior move contained Hazardous Materials (excluding TIH/PIH). These demurrage charges are in lieu of other demurrage charges which are specified in this publication.

For railroad-controlled cars, time will be computed from the first 12:01 a.m. (00:01) hours after actual placement or constructive placement until the released empty or billed loaded. For private railcars, time will be computed from the first 12:01 a.m. (00:01) after constructive placement until release from constructive placement or actual placement on a private track.

*There is no free time for railcars in this status except as otherwise specified in Charge Catalog 2000.

3.03-V TIH/PIH

The demurrage charges as specified in the RR's Charge Catalog 2000 Series apply to a loaded railcar which contains TIH/PIH as specified on Page 46 of this publication (STCC codes) and to an empty railcar which on the prior move contained TIH/PIH as specified on Page 46 of this publication. These demurrage charges are in lieu of other demurrage charges which are specified in this publication.

For railroad-controlled cars, time will be computed from the first 12:01 a.m. (00:01) hours after actual placement or constructive placement until the released empty or billed loaded. For private heavy duty flat railcars, time will be computed from the first 12:01 a.m. (00:01) after constructive placement until release from constructive placement or actual placement on a private track.

*There is no free time for railcars in this status.

3.03-VI CARS HELD FOR OTHER THAN LOADING/UNLOADING

Cars held for purposes other than loading or unloading will be charged demurrage as specified in each RR's Charge Catalog and as further described in Item 3.04 of this publication. This includes cars which have been ordered, appropriated, or

tendered for loading or unloading and which are later reconsigned, diverted, reshipped, or released empty, without loading.

Cars held will be subject to daily demurrage charges (per car per day), as specified in Item 3.03-VI in each RR's Charge Catalog Series 2000. Demurrage time accrues until diverted, rebilled, or released. Cars will be released at the time bills of lading or lawful charges are received by RR or any railroad which has participated in the transportation transaction, or an order is sufficiently received to move the cars to a consignee at another station. Any other pertinent linehaul or accessorial charges apply in addition to the storage charge specified in this Item.

*There is no free time for railcars in this status.



3.04 CARS HELD FOR OTHER THAN LOADING / UNLOADING – APPLICATION

A. GENERAL RULES

When cars are held in transit due to, or on orders of, the consignor, consignee, or owner, time will be computed from the first 12:01 a.m. (00:01) following the sending or receiving notice of arrival. Included are cars destined for 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, cars held by RR for forwarding instructions or other disposition, or for any purpose not otherwise specifically provided for in these rules.

Orders to hold cars will only be accepted from:

1. The freight payer or its authorized representative/agent.
2. Consignee, if issuing instructions for delivery to a RR served or open industry within the switch limits of the billed destination of record at the time of the diversion request.
3. Lessee or owner of private empty equipment (UMLER is the only reference file from which ownership or lease information will be accepted).

Orders to hold cars will be accepted only if the car is in RR's possession and has not yet been placed, interchanged or classified for delivery to the consignee, switching railroad, or connecting carrier.

Car will be held at a location of RR's choosing, convenient to normal operations so as not to impact normal handling of the car or other shipments. Notice of arrival will be given to the party on whose order the car is held when the car reaches the holding station.

The following will apply if additional movement of the car is required at the station where the car is held:

1. If the car is ordered to be moved to another location at the hold station, it will be subject to applicable switching or linehaul charges.
2. Any additional orders for movement of the car at the hold station will be subject to the applicable switching charges for each ordered movement of the car.
3. If after holding the cars, notice is submitted to RR for reconsignment, diversion, or reshipment, charges for those services shall be assessed in addition to demurrage.

On cars received from private or team tracks and held by RR for forwarding instructions or other disposition, time will be computed from the first 12:01 a.m. after they are received until proper forwarding instructions or other disposition is provided.

On cars received from another railroad and held by RR for forwarding instructions or other disposition, demurrage will be assessed from the first 12:01 a.m. (00:01) after the receipt, until proper forwarding or other disposition instructions are received.

3.05 FREE TIME

In general, free time as stated below will be allowed for each car. However, each RR's Charge Catalog 2000 Series, or any

written private agreements will supersede the free time specified in this Item.

Free time will be computed from the first 12:01 a.m. (00:01) after constructive placement. In all cases, after free time has expired and demurrage is being incurred, non-service days, weekend days, and holidays are included in calculating time. Before the expiration of free time, holidays, and non-service days (including non-service weekend days) will be excluded from time calculation. Demurrage is totaled by calculating the days the car was held by the consignor or affected party after the expiration of free time, if any free time was allowed. Partial days are rounded up to a whole day.

3.05-I EMPTY HELD FOR LOADING – RAILROAD CONTROLLED CARS AND/OR PRIVATE CARS HELD ON RAILROAD TRACKS

- Empty Held for Loading: 24 hours / 1 day

3.05-II LOADED HELD FOR UNLOADING – RAILROAD CONTROLLED CARS AND/OR PRIVATE CARS HELD ON RAILROAD TRACKS

- Loaded Held for Unloading: 48 hours / 2 days

3.05-III HEAVY CAPACITY RAILCARS:

- Empty Held for Loading: 0 hours
- Loaded Held for Unloading: 0 hours

3.05-IV HAZARDOUS (INCLUDING TIH/PIH) RAILCARS:

- Empty Held for Loading: 0 hours
- Loaded Held for Unloading: 0 hours

3.05-V CARS HELD FOR OTHER THAN LOADING OR UNLOADING:

- Empty: 0 hours
- Loaded: 0 hours

3.06 STORAGE

All storage handled on RR require a fully executed private railcar storage agreement and a certificate of insurance which complies with all the terms and conditions of the fully executed private railcar storage agreement.

If both of these conditions are not in place prior to the interchange of a Customer’s private railcar(s) to a RR for storage, the RR, at its sole discretion, may accept the railcar(s) for storage in which the applicable charges as specified in RR Charge Catalog 2000 will apply to such railcar(s) until the first day of the month after all of the terms and conditions of this provision are completed.

On and after such date, the storage charges specified in the fully executed storage agreement shall apply to Customer’s railcar(s) which are placed on a RR’s track for storage. There is no Free Time for railcars in storage.

Additionally, In the event a customer makes arrangements with railroad to have a private lease track agreement or a storage agreement at a certain location, and the number of cars described in the agreement is exceeded, storage charges will be applied with no free time on all cars exceeding the lease limit. The overage charge shall be applied to all overage cars commencing on the day the limit was exceeded.

Cars held will be subject to daily storage charges (per car per day), as specified in each RR’s Charge Catalog Series 2000. Storage time accrues after expiration of free time as specified in Item 3.05, until diverted, rebilled, or released. Any other pertinent linehaul or accessorial charges apply in addition to the storage charge specified in this Item. Private railcars stored on private tracks are not subject to storage charges. Storage charges in Item 3.06 only apply to empty clean, empty hazmat residue, or loaded non-hazardous railcars. All loaded hazardous railcars must be handled in a fully executed private track lease.

Patriot Rail Core Value:

We focus on our customers and strive to provide solutions that help them succeed

Section 4 - Switching & Special Movements

4.01 INTRA-PLANT SWITCHING

Customer may request car movements within the boundaries of the same industry facility. Such Intra-plant movements are defined as:

- A. Movement from one spot to another when final placement is at industry request and additional switching is required to place car into the requested position.
- B. Movements from one track to another at request of industry.
- C. Re-spotting when multiple commodities are handled on a single spur at an industry facility, and cars are not continuous.
- D. When loaded or partially loaded cars are returned to the customer at their request if intercepted within yard of industry and returned to loading track, or any track within confines of same industry.

Intra-plant switching will incur charges according to RR's Charge Catalog 2000 Series Item 4.01-I for non-hazardous railcar(s) and Item 4.01-II for hazardous railcar(s).

4.02 INTER-PLANT / INTRA- TERMINAL SWITCHING

Inter-plant or Intra-terminal switching consists of movement at consignor/consignee's request between fixed facilities to another facility or track of the same Customer within the limits of one terminal (station or industrial switching district) and same railroad. Facilities shall include movement from industry location where loading/unloading occurs to another, and from/to leased track not located at industry premises to/from a fixed facility.

Inter-plant switching will incur charges according to RR's Charge Catalog 2000 Series Item 4.02-I for non-hazardous railcar(s) and Item 4.02-II for hazardous railcar(s).

4.03 INTER-TERMINAL SWITCHING

Inter-terminal is a switching movement between one railroad and another railroad when such movement is within the switching limits of the same station or switching district and not part of the initial revenue freight charge. Any switching charges from connecting roads will be in addition to those of the RR. Inter-terminal switching moves will incur charges as stipulated in Item 4.03-I for non-hazardous cars and Item 4.03-II for hazardous railcars in each RR's Charge Catalog 2000.

4.04 INTERMEDIATE SWITCHING

When RR performs the switching movement of loaded or empty railcars between interchange tracks of one carrier to interchange tracks of another carrier within the same station or designated switching limits. The carrier performing the switch neither originates nor terminates the shipment nor receives a linehaul on that shipment. Charges will be assessed against the delivery carrier as specified in each RR's Charge Catalog 2000 for Item 4.04-I for privately leased railcars and Item 4.04-II for railroad owned cars.

4.05 UNABSORBED SWITCH

When switching charge, in whole or in part, is not absorbed in rate documents, such switching charge or portion not absorbed is in addition to the linehaul rate and will be invoiced and collected by Railroad and assessed against the consignor or consignee in addition to all other applicable charges.

4.06 CONSTRUCTIVE PLACEMENT SWITCH

When a railcar(s) is unable to be spotted at a Customer's facility for loading/unloading upon receipt, due to the lack of space at the Customer's receiving track, Customer's request, etc., railcar(s) will be switched to a retention track. The RR will advise Customer with a Constructive Placement notification and apply the switch charge. The charges provided in this item are in addition to applicable demurrage charges as specified in Section 3 of this circular.

While railcar(s) are held on retention tracks, RR shall not be liable for any lading damage caused, in whole or in part, by

weather, natural disasters of any kind, vandalism, terrorism, criminal or negligent acts of third parties, including but not limited to governmental actions of any kind (police, fire department, etc.). Movements from one track to another at request of industry.

4.07 EMPTY STORAGE SWITCH (ONE WAY)

When a fully executed private storage agreement does not exist, the switching charges as specified in the RR Charge Catalog 2000 shall apply on the movement of empty, non-hazardous or residue, railcars. Movement from Interchange to the designated storage location will constitute one way. A second, one-way movement from the storage location back to interchange will be preceded upon receipt of proper forwarding instructions as specified in Tariff Item 1.14 and Item 5.15.

For railcars that are delivered to the RR for the sole purpose of being stored on RR track, a list of cars, including the car initial, car number, load/empty status and STCC (if applicable) must be provided prior to the railroad's interchange receipt of such railcars. In the event a list of railcars is not supplied prior to railroad's interchange receipt of such railcars an administrative fee of \$200 will be applied to each railcar as specified in each railroad's charge catalog.

4.08 CHERRY PICKING

When a Customer has cars in a storage and/or retention status and orders movement on a single or series of railcars by specific number that requires a switch out of the ordered linear orientation of the railcars ("Cherry Pick"), such requests will be subject to charge as specified in the RR Charge Catalog 2000 series.

4.09 INDUSTRIAL INTERCHANGE

When an empty railcar is interchanged to RR and delivered to Customer at their industry or track, and the railcar is delivered in direct connection with another Railroad, a per railcar charge will apply.

Additionally, if an empty railcar is released to RR with forwarding instructions to Interchange that was originally received as a load by another Railroad with direct connection to

the Customer industry or track, the Industrial Interchange fee will apply on the empty movement as provided by the forwarding instructions from the Customer.

Customer may be subject to fees and/or charges or, if billed by another Railroad, including but not limited to incorrect waybill information and set-back fees.

4.10 SECOND TRANSFER / RETURN TO FACILITY

Second transfer service consists of the additional movement of any railcar for customers for any purpose after delivery has already been made, other than intra-plant switching, inter-plant switching, or the pick-up of released railcars. Cars are subject to charge when advice is received to move equipment to a facility for actual placement or as otherwise requested by the customer after being held for constructive placement, storage, or any other hold status. This Item shall apply to loaded or empty cars and include both private and railroad-controlled equipment.

4.11 EXTRA SWITCH

Extra switch service consists of the movement of railcars for the Customer from any location where such railcars are available at the Customer facility, at Interchange or held in constructive placement, storage or other retention status. Railcars are subject to charge when instruction is received to provide an additional switch or service after the first switch or service has already been performed earlier in the same day. Requests for additional switches will be performed at the sole discretion of the RR.

4.12 EXPEDITED SERVICE

Requests for service submitted to RR after expiration of "cut-off" times (see Item 1.12) will be processed into the earliest next train available. RR may honor requests for expedited service whenever feasible and at its sole discretion, subject to an additional expedited service charge.

When an advice of movement is received within prescribed time limits and RR personnel receive a subsequent request for change after expiration of such limits, cars contained within said

change are subject to the additional per car expedited service charge specified in each RR's Charge Catalog 2000 Series.

4.13 TURNING CARS / WYE CHARGE

Railcars must be properly loaded by shipper in such a manner that unloading can be accomplished from either side of the equipment. Orientation instructions will not influence operational handling. If the car is placed and must be repositioned at destination, the party requesting the service will be charged a turning car or "WYE" fee for each car that RR turns specified in each RR's Charge Catalog 2000 Series.

4.14 WEIGHING OF RAILCARS

If RR has access to a scale and Customer requests railcar be weighed, a per railcar charge will be assessed, along with any other demurrage, switching and accessorial charges as applicable. Item 4.14-I in RR Charge Catalog will be charged for railcars weighed in route to Customer facility and 4.14-II for railcars weighed out of route to Customer facility.

4.15 PLACEMENT OF SCALE TEST CARS

A scale test railcar is a type of railcar that is used to calibrate the weighing scales used to weigh loaded railroad cars. RR must be contacted prior to receiving a scale test railcar at interchange from a connecting carrier to arrange movement to/from Customer facility and interchange. Scale or test cars moving as a single load in regular, scheduled train service, when no load in favor of RR is generated, shall be charged to the consignor/consignee or affected party receiving such cars. An amount of no less than Item 4.15 in each RR's Charge Catalog 2000 per railcar shall be assessed, unless different arrangements are made prior to the move.



4.16 UNSCHEDULED ("EXTRA") TRAIN SERVICE

Unscheduled trains service applies when the same service that is performed during scheduled operations is performed outside the scheduled operation, without any additional work involved. For example, a RR that offers service Monday through Friday, may, at its sole discretion, offer "extra" service on Saturday or Sunday, that is essentially the same as the service offered during scheduled Monday through Friday operations. Unscheduled "extra train" service may be made available, per request and at the sole discretion of RR, for an additional charge as specified in each RR's Charge Catalog 2000 Series. This charge is in addition linehaul and any other applicable charges.

Unscheduled extra train service is different than "Special Train Service" (see Item 4.16), which is a service that is materially unlike regularly offered service. For example, moving overweight or dimensional freight, or moving freight that requires special engineering clearance, or moving freight on specialized car types or requiring special arrangements (e.g. heavy-duty flats, freight requiring buffer or idler cars, etc.), is "Special Train Service," whether it moves in scheduled service or extra train.

4.17 SPECIAL TRAIN SERVICE

A special train is defined as service operated on expedited schedule or under special requirements requiring a dedicated crew specified by the shipper, consignee, or an agent thereof. A substantial amount of planning is required to transport specialized freight and significant time and personnel must be dedicated to ensuring the safety and efficiency of such moves, as well as the safety and efficiency of our network operations. When dedicated special freight train service is requested by shipper or consignee or required because of excessive dimensions, excessive weight, high center of gravity or any other condition not permitting normal train operation, RR will perform special train service between stations on RR or between stations on a RR and junctions with connecting lines.

Patriot Rail will work with Customers requiring special train service, under the following terms:

1. Advanced notice of request, of no less than 30 days, must be provided to RR
2. If Special Train Service extends beyond the RR's network, it is the Customers' responsibility to contact the

other railroads involved in the move and ensure compliance with their requirements, limitations, and charges

3. If Special Train Service extends beyond the RR's network, the Customer must furnish to RR the other railroads' permission granted to Customer for access of another railroad's network. Only after permission has been granted by Class 1 railroads, will RR consider the request.

4. A Special Train Service charge shall be assessed at the time the request is made. The special charge will be assessed in addition to the negotiated linehaul charges and all other charges associated with the shipment.

Special Train Service is service customized to specific requirements and it is different than the Unscheduled (Extra) Train Service, discussed in Item 4.16. Charges will be assessed against the Customer requesting such service. Provision of special freight train (not regular) service shall be at the discretion of the RR depending upon crew availability and other railroad operating priorities. Provisions of this tariff will not apply on special freight train movement of circus property, outfits, trains, or cars when handled under special prices or contracts.

*Note: Special freight train movements will only be arranged upon reasonable notice to the RR and when special motive power and crews are available without serious detriment to its other service and the right is reserved to fill out such trains with additional cars at option of this company. RR reserves the right to accept, reject, of condition all requests for special train movements on within its network

4.18 SPECIAL MOVEMENTS AT TERMINAL OR PLANT

When special movements at terminal points or at Customer facility are required because of excessive dimension, excessive weight, high center of gravity or other conditions not permitting normal operations, a charge for such special service shall be assessed, as stipulated in each RR's Charge Catalog 2000 Series. A charge shall apply when the time consumed is eight (8) consecutive hours or less for the time required to make the movement and return the engine and crew to the starting point (Item 4.18-I in RR Charge Catalog). Any time required in excess of eight (8) consecutive hours will be charged an additional per hour fee, as stated in Item 4.18-II each RR's Charge Catalog 2000 Series.

4.19 INCIDENTAL SWITCH

An incidental switch fee per car will be assessed when a RR crew must move existing railcars within a Customer's facility, whether loaded or empty, out of the way in order to execute the customer's pull or spot instructions or to perform an intra-plant switch. Per car charge stipulated in each RR's Charge Catalog 2000 Series will apply with a maximum of \$1,750 per service.

4.20 NON-REVENUE EMPTY OR LOAD RAILCARS (MOVING ON OWN WHEELS)

Railcars moving empty on RR with no associated loaded revenue linehaul move shall be charged to the consignor or consignee or affected party receiving or shipping such cars. Additionally, empty cars will be charged if the loaded revenue linehaul move was completed over 180 days prior to the empty move. Private rate authorities for empty car moves with STCC 37422xx will supersede this tariff item. This charge will be in addition to other applicable charges as specified in this Tariff. Intermodal container and multiple unit cars are subject to special provisions negotiated separately.

4.21 IDLER & BUFFER CARS

When idler or buffer cars are required for any reason, a charge will be assessed for each such idler car. If RR must cut a buffer car out and return to the point of interchange, an additional Idler & Buffer fee shall be assessed as stipulated in each RR's Charge Catalog 2000 Series. Note: RR is not responsible for car hire charges on buffer cars; these charges will be assessed against the party that caused the move of the buffer cars/freight payer of the revenue moves.

4.22 RECIPROCAL SWITCH

An arrangement between carriers where the carrier physically serving the industry agrees to perform switching service for loading or unloading on behalf of another carrier on shipments having an immediately preceding or following line-haul movement via the other carrier. Charge for switching movement from a plant or industry located on the RR to the point of interchange with connecting carriers or vice versa, will be assessed as specified in each RR's Charge Catalog 2000.

Section 5- Miscellaneous Charges

5.01 EMPTY CARS ORDERED FOR LOADING BUT NOT USED

When empty cars are ordered or appropriated and subsequently not used in transportation service, Item 5.01 as stipulated in each RR's Catalog will be charged. This includes cars that are interchanged and enroute to be delivered, constructively placed, or actually placed at Customer's facility. Customers performing switching service for themselves must, in addition to advising RR that cars will not be used in transportation service for loading, return such cars to the point at which the RR initially delivered the car(s).

Additionally, demurrage will be charged for all detention, including holidays, from actual or constructive placement until the time RR interchanges the car(s) back to other railroads, and RR's car hire liability is transferred. In the application of this Item, a demurrage day consists of a calendar day computed from the hour of actual or constructive placement of the car, except when cars are placed in advance of the date for which they were ordered for loading, in which case time will be computed from 12:01 a.m. (00:01) of the day for which they were ordered. Partial days are rounded up to a whole day.

When a car is ordered and placed on a public track and is not used, and no instructions are received from the party who ordered the car within twenty-four (24) hours from the first 12:01 a.m. (00:01), demurrage charges accrue. The car may be removed and treated as released at the time of removal.

In the event a car is rejected because it is not suitable for loading, this Item will not apply if the party ordering the car advises RR of rejection and condition that caused car to be rejected within twenty-four (24) hours, exclusive of weekend or holidays, after actual placement. 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.

5.02 EMPTY IN / EMPTY OUT & SWITCHING EMPTY CARS FOR REPAIRS

A. EMPTY IN/EMPTY OUT

When an empty railcar is interchanged for a Customer and subsequently returned as an empty railcar back to interchange or to another point on RR's line with no loaded movement, an empty in/empty out charge will apply. Charge is a round-trip fee.

B. SWITCHING EMPTY RAILCARS FOR REPAIR

A round trip charge per railcar (See Notes 1 and 2) will apply on all railcars destined to a shop facility for cleaning, lining, re-lining, maintenance, modification or repairs. This charge is applicable only on private freight cars as registered in UMLER, that arrive at a station free of line-haul charges.

NOTE 1 - Charges apply for round-trip movement from yard tracks to shop facility and return, when moving solely on the tracks of RR. If RR switches the railcar into the shop facility and is not the switching carrier for the eventual movement from the shop facility, then the switching charge, as named in this item, applies only on the inbound movement to the shop facility.

NOTE 2 – Unless otherwise provided on a bill of lading or in a transportation contract, the charges in this item will be assessed against and collected from the Customer ordering movement.

5.03 RAILROAD INTERCHANGE SET-BACK CHARGES

Loaded or empty railcars interchanged to one of Patriot Rail lines from connecting roads are considered to be in error if the railcars are any of the following:

- Are not consigned to RR or its Customers
- When RR is not in the route
- Are interchanged without proper billing instructions
- Are reported empty but are deemed loaded
- Are reported load but are deemed empty

These railcars will be treated as railcars received in error by connecting carrier and will be assessed charges as stipulated in each RR's Charge Catalog 2000 Series.

5.04 IMPROPER CARS FURNISHED BY OTHER RAILROADS

When cars ordered by industries (or by RR on behalf of industries) for loading from Class 1 or other connecting railroads are refused by Customers because they are not deemed in proper condition for loading, a charge will be assessed against the railroad furnishing the car.

5.05 FAILURE BY CONNECTING CARRIER TO PULL FROM INTERCHANGE

To ensure safe and efficient operations, RR will coordinate interchange activities with connecting railroads. Failure by connecting railroads to pull cars interchanged at the agreed upon time, as well as moving cars onto RR's tracks by connecting carrier in error or for purposes other than interchange to or from RR, will result in a charge per car as stipulated in each RR's Charge Catalog 2000 Series. Additionally, RR will charge connecting carriers a storage fee (Item 3.07) per car per day computed from the second 0001 hours after cars are interchanged until pulled.



5.06 CUSTOMER SET-BACK CHARGES

Cars released without proper billing instructions that have to be returned to the customer facility will incur a set-back charge in addition to any other applicable linehaul and accessorial

charges (including Item 5.08). This charge is applicable in the in the following circumstances:

- Railcars released empty and found to be loaded
- Railcars released loaded and found to be empty
- Customer furnishes incomplete or incorrect billing instructions

A. WITHIN RR

A charge per Item 5.06-I will apply on railcars released by Customer, pulled from the Customer industry or track but not yet interchanged beyond RR, and subsequently returned to the Customer due to incorrect or incomplete billing instructions. Upon customer request to return cars previously released to RR, RR will perform the return service at a per car charge as published in each RR's Charge Catalog 2000 series in addition to any other applicable linehaul and/or accessorial charges. If intercepted within the confines of industry or Customer, the Interplant Switching charges apply, as published in each RR's Charge Catalog 2000 Series. If the car(s) requires multiple handlings, charges shall apply per handling per car (each direction or leg of the move).

B. INTERCHANGE SET BACK – ERROR RELEASED & DELIVERED OFFLINE

Cars released without proper billing instructions that are returned to us by interchange railroads will incur set-back charge as stipulated in RR's Charge Catalog Item 5.06-II in addition to any other applicable linehaul and accessorial charges. Additionally, if shipper billed in error, the shipper is responsible for return handling charges, set-back charges, and any other applicable charges incurred by RR from connecting carriers.

5.07 FAILURE TO RETURN LOAD TO SUPPLYING CARRIER

When a foreign road delivers a railroad owned or controlled railcar to the RR for a customer to load, and the customer fails to return the loaded car to the foreign road that supplied the car, but instead ships the loaded car via another railroad, the customer will pay a charge per car to the RR plus any applicable charges that may be assessed by the foreign railroad originally supplying the car.

5.08 CARS PULLED WITH NO BILLING

It is Customers' responsibility to submit billing instructions in an accurate and timely manner. Railcars that are not promptly billed interfere with RR's ability to operate safely and efficiently. Loaded or empty cars pulled at Customers' request without proper shipping instructions will incur a per car fee per Item 5.08, in addition to demurrage and any other applicable charges. Railcar(s) will be placed into Constructive Placement status and subject to demurrage charges and provisions for "Cars Held for Other Than Loading/Unloading" as defined and explained in Item 3.03-VI, Item 3.04, and Item 3.05-V in this publication. Any charges incurred due to incomplete or missing billing instructions are the responsibility of the consignor or freight payer.

*Billing Instructions include:

- Valid EDI Billing and/or Written Disposition
- Customs Clearance
- Any other document that prevents RR from moving railcar

"Patriot Way":

*Safety is our joint
responsibility. We own it
together. Demonstrate
safety advocacy every day!*

5.09 EARLY RELEASE – UNABLE TO PULL

It is Customers' responsibility to ensure that cars released are ready and able to be pulled. When Customers release an empty or loaded car and it is determined upon arrival that the equipment cannot be pulled by RR as a result of conditions attributable to consignor, loader, consignee, in-care-of party, unloader, etc. – a per car fee may be assessed as specified in

each RR's Charge Catalog 2000 Series. Included in this item are the following:

- Railcars released but not placed at the agreed upon location for access by RR
- Railcars released and placed at location that is inaccessible by RR
- Railcars unable to pull railcars due to track being blocked by debris, safety flags, locked gate, or other railcars not ready to be pulled

If customer requests that the crew wait, Item 5.11 will apply in addition to Item 5.09. The charges associated with this section shall also be assessed in addition to demurrage and any other applicable charges.

5.10 ORDERED IN BUT NOT ABLE TO BE PLACED

It is Customers' responsibility to ensure that cars ordered are ready and able to be placed. When Customers order or release an empty or loaded car and it is determined upon arrival of the crew that the equipment cannot be placed or pulled by RR as a result of conditions attributable to consignor, loader, consignee, in-care-of party, unloader, etc. – a per car fee may be assessed as specified in each RR's Charge Catalog 2000 Series. This includes railcars unable to be placed due to track being blocked by debris, safety flags, locked gate, etc.

All "Ordered In But Not Able to be Placed" railcar(s) will have their order for placement cancelled and said railcar(s) will resume any applicable demurrage charges retroactively back to the point of when the railcar(s) were originally submitted for placement.

5.11 DELAY OF TRAIN CAUSED BY CUSTOMER

In the event a RR train and/or engine and crew are unable to perform switching service, or work is impeded due to causes attributable to a Customer or agent, a "Delay of Train" charge will apply for the following items and as stipulated in each RR Charge Catalog 2000 Series:

1. Crew/train waiting: per hour charge (and any fraction thereof) assessed.

2. Crew returning to industry to perform service: per hour charge (and any fraction thereof) assessed.

Delays include but are not limited to: rails blocked or fouled, derailed, switches, gates locked, cars in process of being worked, inspected, or sealed, or other Customer request leading to delay.

5.12 OVERLOADED OR IMPROPERLY LOADED CARS

A. GENERAL RULES

It is the responsibility of the shipper to ensure that its shipment complies with the AAR Loading Rules and any loading rules or instructions issued by RR. RR cannot and does not routinely inspect shipments to determine compliance with these Loading Rules considering the various requirements unique to each respective shipment needed to secure compliance with the Loading Rules. Where RR does inspect a shipment, it does so in general terms and takes no responsibility for hidden, latent, or patent non-compliance with the Loading Rules which, because of the unique characteristics of the shipment, are not readily recognizable except to a person expert to the shipment.

When cars are found to be overloaded or improperly loaded and not in conformity with railroad loading and clearance rules, the following rules will apply.

1. If found while still on Customer or RR tracks where loaded car is considered 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 RR tracks where loaded, car will not be considered released until load has been adjusted, if necessary, and final clearance has been received for further movement. The time between furnishing of forwarding instructions and making of car available to consignor for adjustment will not be computed against car. (See Note)
3. If, after having left origin station, a car is found to be overloaded, RR may elect to stop the overloaded car en-route and hold it on a track where partial unloading may be accomplished. It will be the responsibility of the consignor or owner of the shipment to partially unload the car at its expense. Removal of lading must be sufficient to eliminate the overload condition as defined above. RR has no

obligation to furnish any personnel, equipment or machinery that may be necessary to partially unload the overloaded car

*Note: Adjustment of load must include written advice (via email or fax) to authorized personnel of RR that shipment now conforms to railroad loading and/or clearance rules and is now ready for inspection to permit final clearance for further movement.

Patriot Rail Core Value:

*We care for our
environment,
employees, and
customers*

B. HANDLING OF OVERLOADED RAILCARS

When it is determined by the RR that a railcar is loaded beyond its registered and stenciled capacity or in excess of its maximum allowable gross weight on rail as specified in the RR's Rate Tariff 2000, the RR may take any of the following measures:

1. Determine, on a case-by-case basis and at its sole discretion, whether the Overloaded or improperly loaded railcar may be moved safely and allowed to continue in transit; and/or
2. If the railcar requires inspection or adjustment, the RR may assess additional fees and costs to the Customer if the RR performs the inspection or adjustment; and/or
3. Place the railcar into Constructive Placement status until such time that the situation is remedied to the RR's satisfaction and the railcar may be moved safely and allowed to continue in transit; and/or
4. At its discretion, notify the Customer that the Customer, at its sole cost and expense, shall be responsible for remedying the Overloaded or improperly loaded railcar.

None of the determinations made or measures taken by the RR shall in any way exonerate, excuse, or limit the liability of the Customer to the RR under the present Item.

In addition to the measures listed above, when it is determined by the RR that a railcar is Overloaded or improperly loaded, regardless of whether this determination is made on its railroad lines or during or subsequent to unloading, the RR shall assess and the Customer shall pay the Overloaded or improperly loaded railcar charge and applicable demurrage charges as specified in the RR's Rate Tariff 2000 and all costs and expenses incurred by the RR associated with the delay to the railcar's movement.

If the RR determines that a Customer repeatedly Overloads or improperly loads railcars, the RR reserves the right, in the interest of safety, to embargo such Customer.

The Customer further agrees to indemnify and hold harmless the RR, its owners, Patriot Rail and their respective employees, officers, members, managers, and directors (the "RR Indemnitees") from and against any and all claims, administrative proceedings, lawsuits and damages and agrees to reimburse the RR Indemnitees for any costs, lawsuits, obligations, judgments, debts, fines, sanctions, penalties and expenses of any nature whatsoever, including reasonable attorney's fees, suffered or incurred by the RR Indemnitees arising or resulting from:

1. Customer's Overloaded or improperly loaded railcars.
2. Customer's acts, omissions or violation of any law or regulation applicable to the loading of its railcars, except to the extent proximately caused by the grossly negligent acts or omissions or willful misconduct of the RR.

C. CHARGES

Charges for each car found to be overloaded or improperly loaded will be assessed charges as stipulated in Item 5.12 in each RR's Charge Catalog 2000 Series.

Additionally, Demurrage shall accrue for each car from the time of notification by RR until RR has been advised that lading has been adjusted and the car is ready to move on to destination. No free time will be allowed, and charges will apply for all days held, including holidays.

D. CARS FOUND OVERLOADED DUE TO WEATHER CONDITIONS

Where an overloaded condition is due, in part, to weather (rain, snow, ice, etc.), applicable railroad charges (including but not limited to demurrage, storage, switching, and reweighing) will be waived if:

1. The consignor or owner of the shipment provides a certified weight certificate showing the weight of the shipment was below the stenciled load limit of the car and such certificate is provided within 24 hours of notification of overload (excluding Saturdays, Sundays, and Holidays); and
2. The consignor or owner of the shipment partially unloads the car or otherwise eliminates the overload condition at its expense within two days.

Absent the timely presentation of such a certified weight certificate, all railroad charges shall apply. If the overload condition is not remedied by the consignor or owner of the shipment within the two days, all applicable railroad charges shall apply, including Overload fee and demurrage. Railroad charges that would have been assessed during the two days shall be applied retroactively. RR reserves the right to charge applicable charges at any point after the first two days.



5.13 CARS FOUND TO BE LEAKING MATERIALS

RR will assess a charge as stipulated under Item 5.13 in RR's Charge Schedule 2000 per car for the handling of cars loaded with or containing that are found to be leaking. If after cars received by RR at interchange or from customers are found to be leaking residue of Non-Hazardous Materials, Item 5.13-I will apply. If after cars received by RR at interchange or from customers are found to be leaking residue of Hazardous Materials, RR will assess Item 5.13-II.

Charges will be assessed to the shipper shown on the applicable bill of lading. The charge covers administrative and switching activities, but excludes all demurrage, storage, and other securement charges. Shipper remains liable for all other securement, clean-up, and other incidental charges associated with the leaking car. In addition, Shipper must provide RR with any reports prepared on Shipper's behalf by third party response contractors in connection with such incidents.

5.14 RECONSIGNMENT, DIVERSION OR RESHIPMENT

A. GENERAL RULES & DEFINITIONS

When a Customer request is placed with the RR to modify any provision or terms described below, a diversion/reconsignment charge as specified in RR's Rate Tariff 2000 Item 5.14 will apply to the party requesting the change.

- Change in the name of the Consignee
- Change in the name of the Consignor
- Change in the Destination
- Change in the Route
- Any other instruction given by the Customer affecting delivery and/or handling of affected railcar(s) after Interchange to the RR's line.

RECONSIGNMENT or DIVERSION (used interchangeably) occurs when an order received by RR requires a change in the billing document of the shipment (bill of lading, waybill, service order, or any other shipping documents applicable) with or without the actual stopping of the car(s) for delivery or re-forwarding

RESHIPMENT occurs when a new contract is made 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 track where the car has been originally delivered. When an order is received for "reshipment" it shall contain all the necessary information to transport the shipment to its new destination.

Reconsignments/Diversions and Reshipments incur charges as stipulated in each RR's Charge Catalog 2000 Series, assessed in addition to all other applicable linehaul and/or accessorial charges.

On cars held for reconsignment, diversion or reshipment, the consignee or affected party will compute time from the first 12:01 a.m. (00:01) following the sending of notice per "Cars Held for Other Than Loading/Unloading" as defined and explained in Item 3.03-VI, Item 3.04, and Item 3.05-V

Note of exclusion: "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 Customer location or same public delivery yard is not a reconsignment for the purpose of applying this provision.

B. APPLICATION

Orders for reconsignment/diversion or reshipment will only be accepted from:

1. Payer of Freight (including agents and (authorized representative)
2. Shipper
3. Consignee
4. Car owner (or lessee)

Diversion and Reshipment requests will be applied at the sole discretion of the RR and will not be accepted for railcars that have already left RR's control. RR reserves the right to reject diversion/ reconsignment requests, for any reason.

C. CHANGING A DIVERSION ORDER

Requests to change or cancel a previous diversion order will be handled as a new diversion order and subject to the provisions and charges as applicable to a new diversion order.

5.15 MANUAL WAYBILLING

All empty release and bill of lading information should be submitted to RR using RailCarrier Interface™/EBOL; Class 1 website for handling carrier, junction settlement, or switching lines; or EDI transfer. Patriot Rail will, however, for our Customers' convenience, bill cars on Customers' behalf subject to a manual waybill fee due to the time and administrative effort required. Billing instructions or empty release will accepted by Customer Service Center via telephone, email or fax. RR will not accept delivery of forwarding instructions by U.S. Mail, express service, personal delivery, or any other means.

Any manual input of Customer billing information (including any changes, modifications, revisions to submitted billing) is subject to a charge per each bill of lading per Item 5.15-I for non-hazardous railcars (includes loaded and empty non-hazardous railcars). And per Item 5.15-II for hazardous residue or hazardous railcars. will incur a surcharge per Item 5.15-II. Charges are specified for each RR in Charge Catalog 2000 Series. RR reserves the right to reject any unreasonable request for service, any fax or email forwarding instructions that are illegible, whether due to poor transmission quality, illegible handwriting or otherwise.

When electronic devices are used to forward instructions and/or empty release information to RR, the date and time recorded by these devices will be the date and time instructions shall be considered as received by RR.

5.16 CAR CONDITION / CAR SAFETY – PLACARD(S)

Shipper agrees to comply with all PRC and FRA safety rules pertaining to railcars and any products or commodities therein, including providing the proper hazmat documentation including, without limitation, loaded and last contained hazmat paperwork, proper bills of lading, signage or placards, and other needed supplies as determined by PRC management. PRC agrees to comply with all FRA safety rules pertaining to the performance of its obligations.

All cars interchanged to RR must be in good mechanical condition and compliant with FRA regulations. All cars interchanged to RR shall have proper placards in good condition and compliance with applicable laws and regulations per the FRA. RR will replace placards at a fee of per placard as stipulated in each RR Charge Catalog 2000 series for Item 5.16 which includes the fee for the placard itself and the labor to apply placard.

5.17 MAINTENANCE CHARGE FOR INDUSTRIAL SWITCH CONNECTIONS

Patriot Rail maintains industrial switch connections, defined as a switch located upon RR property for access to private sidetracks, so that customers may continue receiving service to their private sidetracks. A switch maintenance charge per year will be assessed to all customers served by Patriot Rail for maintenance of the industrial switch connections based on the

annual number of loaded railcars shipped or received by Customer:

5.17-I Zero (0) Loaded Annual Railcars Shipped or Received

5.17-II One (1) to Twenty-Five (25) Loaded Annual Railcars Shipped or Received

5.17-III Twenty-Five (25) or More Loaded Annual Railcars Shipped or Received

Exemptions to Maintenance Charge for Industrial Switch Connections:

- The charge will not apply where specific terms of an executed Industry Track Agreement or any other private contract supersede.
- The charge will not apply if the owner of the private sidetrack served by the industrial switch connection requests that Patriot Rail remove the industrial switch connection.

Where more than one private sidetrack is served by a single industrial switch connection, the individual owner of each of the private sidetracks will be liable for an equal share of the charge. The total number of carloads originated or terminated on all of the private sidetracks served by the industrial switch connection will determine which charge applies.

Invoices will be mailed each November for the prior year and are payable by the owner of the applicable private sidetrack within fifteen (15) days of invoice date. Patriot Rail is under no obligation to retain in place and maintain an industrial switch connection for which any part of the applicable charge is unpaid.

Patriot Rail's operation over any private sidetrack is further subject to customer's execution of a Sidetrack or Industry Track Agreement or Item 1.16 when not available.

Section 6 - Credit Terms and Security Deposit

6.01 PAYMENT AND CREDIT TERMS

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

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

All payment for services provided by RR, whether covered in this Tariff or not, are due and payable within fifteen (15) days for freight and thirty (30) days for non-freight following the invoice date. Payments received after expiration of the credit period shall be subject to a service charge of two percent (2%) per month (or fraction thereof) of the outstanding balance.

6.02 SECURITY DEPOSITS

I. Security Deposits for Payment of Demurrage and Storage Charges

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

All railroads will be required to apply for credit with the RR, except for Class 1 rail carriers and other rail carriers that conducted business with the RR.

Credit will be granted solely at the discretion of RR.

II. Security Deposits for Payment of Accessorial Charges and/or Surcharges

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

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

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

A deposit for each car shall be in the minimum amount of two hundred dollars (\$200) or up to the maximum amount of accessorial charges that accrued on any one car during the preceding twelve (12) months.

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

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

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

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



6.03 BILLING DISPUTES

We are committed to addressing disputed bills urgently. If you believe that there has been a billing error, we want to make it right as quickly as possible. To be eligible for this guarantee, the following procedure should be followed:

- A. The dispute must be specific in nature, applying to a specific car or car group, related to time of actual or constructive placement, release, or application of rules and terms in this Tariff.
- B. Claims must be submitted in writing, within 30 days of the invoice date to: revenuegroup@patriotrail.com.
- C. Along with the specific claim (including the car initial and number and the related invoice number), a brief description of relevant facts should be included.
- D. Customer or agent must pay the undisputed amount at the time the dispute is filed, according to normal bill payment procedures.

“The Patriot Way”:

*We are a company
committed to a just culture
where people know that they
will be treated fairly and
respectfully in all situations.*

Section 7 - Hazmat Provisions (Including TIH/PIH)

7.01 HAZARDOUS MATERIALS: LOSS AND DAMAGE

Hazardous Materials are defined as "Hazardous Wastes" and "Hazardous Substances" as named in Hazardous Materials Regulations of the U. S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof. Explosives are defined as Class A, B, and C Explosives as named in Part 172, Commodity List, Tariff Bureau of Explosives (BOE) 6000-Series.

Customers are required to accept delivery of carload traffic of Hazardous Materials within 48 hours after notice of arrival has been sent or given to the Consignee. Customers that anticipate that they will not routinely be able to accept delivery in a timely fashion should make alternative arrangements for storage of railcars in a Private Track Lease. RRs do not hold themselves out to provide storage of railcars containing Hazardous Materials.

For the purpose of this publication, the term "Loss" shall mean any loss, injury, or damage which arises out of transloading, unloading and loading, transportation or disposition (including treatment, storage or disposal) of the Hazardous Materials, including, but not limited to, loss or damage to property (including, without limitation, the property of either of the Customer or RR) or to natural resources; injury or death of any person or persons (including, without limitation, employees of RR); claims, liabilities, damages, fines or penalties; costs of containment, cleanup, response actions, removal actions, remedial actions, and health assessments, as these terms are defined by applicable federal, state or local laws and regulations; fees including, but not limited to, attorney, consultant, and expert witness fees; and costs of investigation.

For greater certainty but without limitation to the foregoing, the RR's liability for any delay, loss or damage to Dangerous Goods to the exclusions, limits and defenses set out in Item 1.09 of this publication.

Customer hereby agrees to indemnify and hold harmless RR, its officers, agents and employees, from and against any and all claims, demands, liabilities and lawsuits brought by any third party or governmental agency under any theory of law against RR seeking to hold RR liable for any Loss to the extent that the Loss is caused by Customer's act or omission, or act or omission of Customer's own Customer or contractor, Customer's violation of any law or regulation, Customer's failure to accept delivery, or Customer's breach of any other requirement including, but not limited to, Customer's failure to provide proper identification of the Hazardous Materials to be transported, whether or not Customer relied on other parties for said identification, unless RR's act or omission, violation of law or regulation, or breach of any requirement of this publication contributed to the Loss.

Customer hereby agrees to indemnify and hold harmless RR, its officers, agents, and employees from and against any claim for Loss, regardless of cause, resulting from an event that occurs subsequent to delivery to and acceptance of hazardous waste product by Customer, another rail carrier, or contractor, or other transporter designated by Customer, or an EPA licensed treatment, storage, or cleanup/disposal site operator designated by Customer.

Customer shall, regardless of the cause, be fully liable for and shall indemnify RR, its officers, agents, and employees against any Loss to the extent and only to the extent that such Loss or any portion of such Loss is attributable to the release or spill of a hazardous material which is not identified on the bill of lading or manifest.

Customer shall indemnify and hold harmless RR and the actual owners of equipment used hereunder from and against any and all liability for Loss resulting from future use of or exposure to the equipment where such Loss arises from Customer's failure or negligence in inspecting and/or decontaminating equipment prior to release to RR or delivering railroad or motor carrier.

Knowledge on the part of one party of any violation of any terms of this publication by the other party shall constitute neither negligence nor acquiescence in such violation and shall in no event relieve either party of any of the responsibilities and indemnity obligations assumed in this publication.

References to RR and Customer as used in this publication shall include the officers, agents and employees of RR and Customer. Customer and RR further agree that each and all of its indemnity commitments in this publication shall extend to and include the parent and all subsidiary and affiliated companies of Customer and RR and their respective officers, agents and employees.

In the event of a conflict between provisions in this Item 7.01 and the provisions contained in Item 7.02 of this publication the provisions in Item 7.02 shall govern.

7.02 HAZARDOUS MATERIAL AND TIH/PIH LIABILITY

Customers will be liable for all Federal, State, Local penalties or fines which may be assessed for the holding of railcars containing Hazardous Material or TIH/PIH on railroad controlled tracks and shall be jointly and severally liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the Customer/consignor, owner or consignee/receiver, or from any cause whatsoever which occurs while the equipment and lading is in the actual physical custody and control of RR due to the inability of the Customer to receive equipment or provide proper forwarding instructions, unless it can be proven that the RR's gross negligence was the cause of same. Customers will be responsible for any cost incurred by RR for providing protection or surveillance of any commodity provided in this Item while held on RR property.

7.03 PROCEDURE ON UNSAFE OR IMPROPERLY LOADED HAZ/TIH/PIH RAILCARS

When a railcar is deemed unsafe based on the criteria in the bullet points below, a penalty of \$15,000 may be assessed to the Customer:

- A railcar is overloaded, imbalanced or has a shifted load
- A railcar is spilling, leaking, or dusting
- A railcar containing Hazardous Material or TIH/PIH commodities or residue is identified moving on the RR's line for which shipping instructions were not regulatory compliant
- A railcar containing a load that is mislabeled or loads not in compliance with FRA or PHMSA

7.04 EXPLOSIVES AND DANGEROUS ARTICLES

For rules and regulations governing the transportation of explosives and other dangerous articles by freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see the AAR BOE 6000-Series Tariff.



7.05 PROCEDURE ON UNSAFE CONDITION AT CUSTOMER FACILITY

Where at RR's sole discretion, safe railway operations are not possible because of an extreme condition such as, but not limited to, the conditions below, train service will be suspended, and all applicable demurrage charges will continue to accrue until condition is rectified to the satisfaction of RR's safety/environmental staff.

Condition or practice likely to cause permanent disability, loss of life or body part and/or extensive loss of structure, equipment or material, or repeated/or multiple unresolved conditions or practices that may have a safe work-around.

Section 8 - Heavy Wide Dimension Clearance Procedures

8.01 GENERAL INSTRUCTIONS

Maximum Allowable Gross Weight on Rail will vary. Gross Weight can be found on page 8-9 of this circular in and in each RR's Charge Catalog 2000 series.

These procedures establish instructions governing the movement of shipments in excess of Plate C dimensions and/or weighing in excess of applicable RR's Maximum Allowable Gross Weight on Rail. It applies to all RR railroads and affiliates.

Shipments weighing in excess of RR's Maximum Allowable Gross Weight on Rail require that the route over which the load is to move be checked prior to movement to determine if the roadbed and structures have sufficient capacity to safely carry the load at the timetable speed authorized for the route.

Shipments in excess of Plate C dimensions require that the route over which the load is to move be checked prior to movement to determine if there is sufficient horizontal and vertical clearance to pass the load. Movements of standard equipment with larger plate dimension on routes cleared for those plates are exempt from this clearance requirement.

The RR General Manager, or designee, where the excess dimension / excess weight load will originate, terminate or traverse is the point of contact for initiating all required clearance files.

In the case of the loads originating on RR, the Connecting Class I carrier is responsible for ensuring the clearance request is generated based upon the Customer's information. This clearance request must be provided to each railroad along the proposed route and the movement cannot be authorized until each clearance request is answered and approved.

If the Customer has already established clearance procedures with another servicing road in the route, these procedures can

continue to be used. The review and approval by the Clearance Bureau is still needed prior to movement.

In the case of loads terminating on or traversing over RR tracks, the receiving road is responsible for processing the inbound clearance request to the Clearance Bureau. The movement cannot be accepted at interchange until the clearance is approved by the Clearance Bureau.

All clearance related correspondence should be channeled through the customer.service@pioneerlines.com organizational mailbox to ensure proper handling by those assigned responsibility for this function.

8.02 SPECIAL RAILCAR RESTRICTIONS

Any shipment loaded (or) proposed which exceed any of the following criteria is a dimensional load requiring clearance approval.

- Exceeds 17 ft. high above the rail, "Plate F"
- Overhangs: side(s) and/or end(s) of the railcar
- Any shipment which requires the use of an idler car(s)
- Weight not to exceed tariff limits
- Requires the use of heavy duty and/or specialized equipment
- Any shipment having a combined center of gravity greater than 98 inches above the rail.

Patriot Rail Core Value:

*We focus on our
customers and strive to
provide solutions that
help them succeed*

Our mission at Patriot Rail is to develop innovative solutions and create value for our customers, stakeholders, and employees as North America's safest, most reliable rail and rail-related services company.

Glossary Terms

The following definitions are offered solely as a reference to certain words and phrases to aid in the reading and understanding of this Tariff and are not intended to serve as complete definitions or concepts applicable in all settings

AAR – Association of American Railroads, a railroad policy, research, standard setting and technology organization that focuses on the safety and productivity of the U.S. freight rail industry.

AAR LOADING RULES - Publications of the AAR establishing standards for the safe, uniform, and economical securement of commodities transported in open-top railcars, closed-top railcars, tank cars and intermodal equipment, including:

- Open Top Loading Rules Manual
- Damage Prevention Circular 42
- Closed Car Loading Guide
- Damage Prevention Circular 43
- Casualty Prevention Circular 1245 Pamphlet 34 BOE
- Intermodal Loading Guide

ACTUAL PLACEMENT – is the placement of a car in position accessible for loading or unloading, or at a point designated by the consignor or consignee.

AGENT – Any third party acting under the direction of or on behalf of a customer with respect to a function, obligation or service under this Tariff or a contract with Patriot Rail LLC.

ASSESSORIAL CHARGE - incidental charges for service rendered such as demurrage, weighing, diversions, etc. which are in addition to normal transportation charges.

ASSIGNEE - a shipper who has requested and been assigned specific cars.

ASSIGNED RAILCAR - a car of any ownership that is specifically requested and is assigned to a shipper by RR.

BILL OF LADING – In order to ship a railcar, a Customer must issue a Bill of Lading (BOL) to their serving Railroad. The BOL is the shipping document that is issued in order to transport a railcar from origin to its destination.

BUFFER CARS – Buffer cars are to be placed between the locomotive and shipments as required by Federal Regulations. Buffer cars must meet the following requirements:

1. Must be a boxcar, covered hopper, gondola or tank car.
2. Must have a high-strength coupler (grade E coupler).
3. The length of the car must be at least 45 feet and not exceed 75 feet.
4. Must be loaded with a non-hazardous inert material that does not shift in train service.
5. Gross weight of car must be a minimum of 45 tons.
6. It is the responsibility of the Customer to provide buffer cars that are in good mechanical condition. If a car fails inspection, RR retains the right to refuse to provide train service.

BUREAU OF EXPLOSIVE TARIFFS - 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.

CAR HIRE - When an equipment owner “rents” out a railcar to be used by railroads, and the railroads then compensate the equipment owner based on factors such as time and mileage.

CARE-OF-PARTY (“IN CARE OF PARTY”) – The party to whom the railcar placement is to be made pursuant to the bill of lading, if other than the consignee at destination. When the bill of lading indicates a Care-Of-Party said party will be responsible for all demurrage charges. For the purpose of assessing demurrage charges, Care-Of-Party includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

CLOSED GATE – A Customer is considered ‘Closed Gate’ with regards to railcars that will remain in RR’s serving yard until the Customer provided specific placement instruction to RR. A Customer may be Open Gate for some commodities or railcars and Closed Gate for other commodities or railcars.

COMMODITY – Article of commerce (lading); Goods being shipped.

CONSIGNEE – The party designated on the bill of lading as the entity entitled to receive delivery of the railcar from the delivering rail carrier. Consignee is usually, but does not have to be, the Receiver. Consignee is responsible for any demurrage charges which accrues at the point of unloading except when the bill of lading also designates a Care-Of-Party, in which case the Care-Of-Party will be responsible for all demurrage charges. For the purpose of assessing demurrage

charges, Consignee includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

CONSIGNOR – The party designated on the bill of lading as the entity shipping the railcar to the consignee and delivering the railcar to the serving rail carrier. For the purpose of assessing demurrage charges, Consignor includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

CONSTRUCTIVE PLACEMENT (“PCON”) – is the holding of a car at a destination or another point when actual placement cannot be made due to a condition attributable to the consignor or consignee. It includes the hold of a car containing an order-notify or inbound shipment pending satisfaction of delivery requirements.

CUSTOMER – The consignor, loader, consignee, unloader, or other party who is responsible for the payment of demurrage, detention or other charges specified in this publication. For the purpose of assessing demurrage charges, Customer includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

CUT-OFF TIME – Time of day and/or day of the week that establishes when railcar instructions must be transmitted by Customer to the RR in order to guarantee service on the next scheduled Day of Service. Requests received after the Cut-off Time will fall to the following scheduled day of service at the sole discretion of the RR.

DAYS OF SERVICE – Days that are scheduled and agreed upon between RR and Customer that Customer Facility will be served by RR’s crew.

DEMURRAGE – Demurrage is a charge for detaining a railcar. Railroads charge demurrage as an incentive for Customers to load and unload railcars promptly, to prevent congestion in railroad terminals caused by idle railcars, and ultimately to improve the utilization of train & railcar assets.

DEMURRAGE DAY – A twenty-four (24) hour period that begins at 00:01 AM and finishes at 23:59 PM the following day. Demurrage Days are always rounded up to the nearest full day equivalent, there is no partial day calculations.

DESTINATION SWITCH CHARGE – The switch carrier serving the plant or industry to which the loaded railcar terminates.

DISPOSITION – Information, including forwarding instructions or release, that allows the railroad to either tender or release the railcar(s) from the Customer’s account.

DIVERSION – A request provided by the Customer instructing that a railcar(s) be delivered to a location other than the one indicated on the active Bill of Lading or forwarding instructions, that may trigger an alternate handling of the railcar(s) by the Railroad currently with possession. Diversions may only be applied when the railcar(s) is idle or at rest and/or at the sole discretion of the Railroad with possession of the railcar(s) in question.

ELECTRONIC OR MECHANICAL DEVICE – Communication device such as a facsimile transmission, email, computer software system, etc.

EMPTY RAILCAR(S) NOT LOADED – Empty railcar(s) interchanged to the RR and ordered in for loading, and subsequently released and moved without being loaded.

EMPTY RELEASE INFORMATION – Advice provided by the consignee to authorized personnel, that the railcar(s) are unloaded and available to pull. This information must include the identity of the consignee, party furnishing information, and the railcar(s) initial and number.

EXPEDITED SERVICE – Car pickup or placement on a specific date that is submitted after the cut-off time prescribed for said service date.

FORWARDING INSTRUCTIONS – Shipping instructions provided at the point of loading that contain all the necessary information to transport the shipment to its final destination.

FREE TIME – A period of time following actual or constructive placement during which demurrage is not chargeable. Free time as designated below will be allowed for each railcar can be found in ITEM 2.01 of this circular unless otherwise noted in individual RR Charge Catalog 2000 series.

Free time will be calculated from the first 00:01 AM following actual or constructive placement. Non-Chargeable Days identified in ITEM 2090 shall not be included in the calculation of Free Time. In all cases, after free time has expired and demurrage is being incurred, non-service days, weekend days, and holidays are included in calculating time. Before the expiration of free time, holidays, and non-service days (including non-service weekend days) will be excluded from time calculation.

FREIGHT PAYER – The party primarily responsible for paying the line-haul freight charges for transportation provided by RR and/or other rail common carriers.

HAULAGE AGREEMENT - is the entire cycled movement of a loaded carload of freight, which originates and terminates upon lines of RR.

HAZARDOUS MATERIALS – materials categorized as such by the U.S. Department of Transportation under the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801, et seq.) and the Hazardous Materials Regulations (49 U.S.C. Parts 170-179) issued thereunder, as amended from time to time.

HOLIDAYS – Wherever reference is made to “holidays”, it shall mean holidays per individual RR Charge Catalog. For a matrix of Holidays, refer to Item of this circular.

IDLER CARS – Usually a flat car used in the transportation of a long article or shipment which extends beyond the limits of the railcar carrying the shipment.

INDUSTRIAL INTERCHANGE – Interchange of railcars from one Railroad to another which takes place within the boundaries of a Customer’s facility or controlled track.

INDUSTRIAL SWITCH CONNECTION – A switch located on the Railroad premises which is maintained by the RR for access to a Private Track or a Lease Track.

INDUSTRY TRACK AGREEMENT – Written agreement between the owner or user of a private track and the RR which sets forth the terms and conditions under which the RR will operate over and provide service to the owner or user of the Private Track.

INTERCHANGE – The transfer of control and liability between two Railroads as railcar(s) reach designated areas of track that join multiple Railroads together in order for the movement of railcar(s) to go from origin to destination when both are not served by the same Railroad company.

INTERMEDIATE SWITCH – The movement of railcars in switch service from the interchange tracks of one carrier to the interchange tracks of another carrier at the same station.

INTER-PLANT SWITCH - is the movement of car from one facility to another located on RR lines within the same station or switching district. This includes the movement from an industry lease track to an industry facility.

INTRA-PLANT SWITCH - is the movement of a car within the confines of an industry facility.

INTRA-TERMINAL SWITCH – Same as Inter-plant, the movement of car from one facility to another located on RR lines within the same station or switching district. This includes the movement from an industry lease track to an industry facility.

LEASE TRACK – Track(s) assigned to a user through a written agreement. Lease tracks will be treated the same as private tracks for demurrage purposes.

LEASE TRACK AGREEMENT – Written agreement between the owner of a private track or a Railroad which owns or controls a track on the one hand and the user of such track on the other hand which sets forth the terms and conditions under which the user may use such track.

LINE HAUL – The movement of freight by a carrier over its line or part of its line, excluding switching, pick-up or delivery.

LINE HAUL CARRIER – A Railroad carrier that collects or receives revenue, in accordance with the Freight Mandatory Rules, for the movement of freight between two stations that are not located within the switch limits of each other.

LOCAL SERVICE – A movement of traffic originating at one point and destined to another point on the RR.

LOADING - is the complete or partial loading of a car and furnishing forwarding instructions.

LOADED RAILCAR(S) – A railcar(s) that is completely or partially loaded.

LOADED RELEASE INFORMATION – Advice provided by the Customer to authorized personnel, that the railcar(s) is loaded and available to pull. This information must include the identity of the shipper, party furnishing information, and the railcar(s) initial and number.

LOADER – Party physically loading a railcar at origin. Demurrage charges will be assessed against the Loader who will be responsible for payment of charges accrued at origin. For the purpose of accessing demurrage charges, Customer includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

LOADING – The complete or partial loading of a railcar(s) in conformity with loading and clearance rules and the furnishing of forwarding instructions.

MULTI-CAR WAYBILL – A document issued by a carrier providing details and instructions relating to a shipment that has more than one railcar with the same instructions, including but

not limited to origin, destination, routing, billing parties and commodities.

NOTIFICATION – When required, written notification will be provided to the parties entitled to receive notice that the railcar(s) are available for loading, unloading, or otherwise impacted by demurrage provisions.

OPEN GATE - A Customer is considered 'Open Gate' with regards to railcars that RR will deliver upon determining that the Customer has space to receive the railcar. No specific placement instruction will be accepted for Open Gate railcars. A Customer may be Open Gate for some commodities or railcars and Closed Gate for other commodities or railcars.

ORDER DATE – The date that the Customer requests railcar(s) to be provided for loading or unloading.

ORIGIN SWITCH CARRIER – The switch carrier serving the plant or industry from which the loaded railcar originates.

OTHER THAN PUBLIC DELIVERY/TEAM TRACK – any railroad track or portion of a track assigned for individual use or for joint use, including privately owned or leased tracks.

ORDER-IN CUSTOMER (“CLOSED GATE”) – A Customer who, by prior arrangement has notified RR that railcars shall not be placed for loading or unloading, or considered to be placed, until RR has received an order for placement from said Customer, subject to rules and provisions of this publication.

OVERLOADED – A railcar that is loaded beyond its registered and stenciled capacity.

PARTIAL UNLOADING – The partial unloading of a railcar(s) and providing the proper forwarding or handling instructions.

PASSENGER CAR(S) – A railcar(s) configured for the movement of people.

PICK UP PARTY – Party on bill of lading that is the name of location where shipment is to be physically picked up by rail. Pick up party is usually, but does not have to be, the Shipper.

PLACEMENT – Refers to either Constructive Placement or Actual Placement.

PRIVATE RAILCAR(S) – A railcar(s) bearing other than railroad reporting marks that is not railroad-controlled (owned or leased by a rail common carrier)

PRIVATE TRACK – Tracks that are not owned or leased by the Railroad.

PUBLIC DELIVERY OR TEAM TRACK – Track that is open to the general public for loading and unloading.

RAILINC – Railinc is a for-profit subsidiary of the Association of American Railroads that provides rail data and messaging services to the North American freight railway industry. www.raillinc.com

RAILROAD CONTROLLED RAILCAR(S) – A railcar(s) bearing railroad reporting marks that is either leased or controlled by a railroad for the indiscriminate use by this railroad in serving any of its customers.

RAILROAD PREMISES – All tracks which RR provides for its own use 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 a Customer.

RAILROAD PREMISES – The party to whom the Shipment is to be physically delivered.

RECIPROCAL SWITCH – The movement in switching service for loading or unloading, immediately preceding or following a line-haul movement in revenue service over another railroad, from or to the point of interchange with the connecting railroad at the stations identified within each individual RR Series 2000 Charge Catalog

RECEIVER – The party to which a railcar shipment is to be physically delivered at destination. The receiver is usually, but does not have to be, the consignee, and may instead be the agent of the consignee.

RECONSIGNMENT – An order provided by Customer to bill a railcar(s) to other than the original consignee. (An order to turn over the railcar(s) to another party that does not require any additional movement of the railcar(s) is not a reconsignment).

REFUSED LOADED RAILCAR(S) – When the original loaded railcar(s) is refused at destination without being unloaded.

RELOADED RAILCAR(S) - is a car that is unloaded and then reloaded without having been removed from the consignor's/consignee's premises whether or not a release was given to RR when the car was empty.

RELOADING – When a railcar(s) is held for loading after first being unloaded and released as an empty.

RELEASE – Date and time that the railroad receives notification that a railcar(s) is empty and available to pull or that forwarding instructions are received, and railcar(s) are available to pull.

RESHIPMENT – A new document by which the entire original shipment is forwarded in the same railcar(s) to another destination.

REVERSE ROUTE EMPTY BILLING – Shipping instructions that are generated when returning a railcar to the original point of loading after it has been unloaded and released empty back to the Railroad.

ROAD HAUL TRAFFIC – Traffic received from or moved to a point outside of the switching limits of the same station.

RSSM – Rail Security-Sensitive Materials from one or more of the categories and quantities of hazardous materials set forth in 49 C.F.R. §1580.100(b), including:

1. A railcar containing more than 2,268 kg (5,000 lbs) of a Division 1.1, 1.2, or 1.3 (explosive) material, as defined in 49 CFR 173.50;
2. A tank car containing a material poisonous by inhalation as defined in 49 CFR 171.8, including anhydrous ammonia, Division 2.3 gases poisonous by inhalation as set forth in 49 CFR 173.115(c), and Division 6.1 liquids meeting the defining criteria in 49 CFR 173.132(a)(1)(iii) and assigned to hazard zone A or hazard zone B in accordance with 49 CFR 173.133(a), excluding residue quantities of these materials; and
3. A railcar containing a highway route-controlled quantity of a Class 7 (radioactive) material, as defined in 49 CFR 173.403.

SERVING YARD – A classification yard where the local train serving the Customer originates.

SHIPMENT – Any railcar(s) Tendered to RR for transportation.

SHIPPING INSTRUCTIONS – A Uniform Straight Bill of Lading or Electronic Data Interchange packet in a form acceptable to Patriot Rail LLC.

SHIPPER - is the party who releases the shipment.

SHIPPER ASSIGNED RAILCAR(S) – Specific empty railcar(s) assigned to a shipper for their exclusive use. Also known as a railcar “Pool” which is a code applied to specific railcars through Railinc to provide default movement instructions to return railcars to a designated Railroad.

SHOP FACILITY – Location approved by the AAR for railcar repair sufficient to meet interchange standards.

SIDETRACK– Any Private Track that provides access to a Customer facility.

SPOT-ON-ARRIVAL (“OPEN GATE”) – Railcar(s) will be placed for loading or unloading, without Customer notification, immediately upon their availability for placement by the RR. If the Customer is at max capacity and unable to receive some or all of their railcars, remaining equipment held for placement will be Constructively Placed and subject to demurrage rules and charges and any applicable switching and accessorial charges.

STATION - A point originating or receiving freight shipments and designated by a Standard Point Location Code (SPLC) and a Freight Station Accounting Code (FSAC).

STOP OFF – The spotting of a shipment at a station to complete loading or for partial unloading.

STOPPED IN TRANSIT – When a railcar(s) is held in route due to any condition attributable to the Customer.

STORAGE – Fee imposed by RR for the occupation of RR’s tracks (owned or RR-controlled) tracks and property Railroads charge storage to give Customers an option to place their controlled railcar(s) on Railroad controlled track for a period as is agreed upon by the Railroad and Customer. All storage handled on RR roads require a fully executed private railcar storage agreement along with a certificate of Insurance which complies with all the terms and conditions of the fully executed private railcar storage agreement.

SWITCH CARRIER – A railroad carrier performing either an intra-plant, intra-terminal, inter-terminal, intermediate or reciprocal switch, where the railroad carrier performing the switch is not entitled to line haul revenue.

SWITCH CHARGE – The charge, as published in a tariff or private agreement, assessed by the railroad carrier for performing either an intra-plant, intra-terminal, inter-terminal, intermediate or reciprocal switch.

SWITCHING LIMITS – All stations and all Customers served by RR.

TEAM TRACK- Any tracks owned or controlled by RR that are designated by RR as tracks where railcars may be loaded or unloaded by multiple parties

TENDER – The notification, actual or constructive placement, of an empty or loaded railcar(s).

TIH/PIH - Hazardous material defined as toxic by inhalation or poisonous by inhalation pursuant to 49C.F.R. § 171.8, including

any material identified as an inhalation hazard by a Special Provision Code of 1 thru 6 or 13 in Column 7 of the U.S. Department of Transportation Hazardous Materials Table, 49 C.F.R. § 172.101, as amended from time to time, including anhydrous ammonia.

UMLER® - A central database repository, maintained by RailInc, for registered rail and intermodal equipment in North America that provides the physical characteristics of equipment and inspection data needed for safe routing, loading capabilities, equipment management and rating information for car hire accounting.

UNLOADER – Party physically unloading a railcar at destination. For the purpose of assessing demurrage charges, Consignor includes any person receiving railcars for loading or unloading as more specifically provided for in 49 CFR Part 1333.

UNLOADING – The complete unloading of a railcar(s) and the advice received from the Customer that the railcar(s) is empty and available to pull by the Railroad.

UNSCHEDULED SERVICE - Service provided outside of the Railroad's normal scheduled operations at a specific request of a customer, where essentially the same service that is performed during scheduled operations is performed outside the scheduled operation without any additional work involved

WAYBILL – A document issued by a railroad carrier providing details and instructions relating to a shipment based from the original Bill of Lading. Waybills are communicated Railroad to Railroad for a railcar(s) to go from origin to destination when both are not served by the same Railroad company.



Holiday Schedule by Railroad

Railroad	New Year's Day	Martin Luther King Jr. Day	Good Friday	Memorial Day	Independence Day	Labor Day	Thanksgiving Day	Day after Thanksgiving	Christmas Eve	Christmas Day	New Year's Eve
BAPR	X	X	X	X	X	X	X	X	X	X	X
CLCR							X			X	
DQER	X	X	X	X	X	X	X	X	X	X	X
DSRR	X	X	X	X	X	X	X	X	X	X	X
DTRR	X	X	X	X	X	X	X	X	X	X	X
EWRR	X	X	X	X	X	X	X	X	X	X	X
FSRR	X	X	X	X	X	X	X	X	X	X	X
GCWR	X	X	X	X	X	X	X	X	X	X	X
GETR	X	X	X	X	X	X	X	X	X	X	X
GNRR	X	X	X	X	X	X	X	X	X	X	X
GSRR	X	X	X	X	X	X	X	X	X	X	X
GTRA	X	X	X	X	X	X	X	X	X	X	X
ISWR	X	X	X	X	X	X	X	X	X	X	X
KGTR	X	X	X	X	X	X	X	X	X	X	X
KJRY	X	X	X	X	X	X	X	X	X	X	X
KTRR	X	X	X	X	X	X	X	X	X	X	X
LNWR	X	X			X	X	X		X	X	
LTR	X	X	X	X	X	X	X	X	X	X	X
MCVR	X	X	X	X	X	X	X	X	X	X	X
MSCI	X	X	X	X	X	X	X	X	X	X	X
MSOR	X	X	X	X	X	X	X	X	X	X	X
NDWR	X	X	X	X	X	X	X	X	X	X	X
PRYR	X	X	X	X	X	X	X	X	X	X	X
RNAR	X	X	X	X	X	X	X	X	X	X	X
SAVR	X	X	X	X	X	X	X	X	X	X	X
SLGW	X	X	X	X	X	X	X	X	X	X	X
TCRR	X	X	X	X	X	X	X	X	X	X	X
TSRR	X	X	X	X	X	X	X	X	X	X	X
UCRY	X	X	X	X	X	X	X	X	X	X	X
VRRC	X	X	X	X	X	X	X	X	X	X	X

TIH / PIH Commodities

TIH/PIH: Toxic Inhalation Hazard/Poisonous Inhalation Hazard. A list of applicable STCC numbers is shown below.

STCC	STCC	STCC	STCC	STCC	STCC	STCC	STCC	STCC
4821019	4920117	4920309	4920354	4920523	4921202	4921272	4923113	4927095
4821261	4920118	4920310	4920355	4920525	4921207	4921273	4923117	4927096
4821722	4920122	4920311	4920356	4920526	4920510	4921275	4923209	4927097
4830030	4920135	4920312	4920357	4920527	4920511	4921278	4923298	4927098
4904210	4920160	4920313	4920359	4920528	4920513	4921304	4927001	4927099
4904211	4920164	4920314	4920360	4920530	4920515	4921401	4927002	4930024
4904879	4920165	4920315	4920368	4920531	4920516	4921402	4927003	4930030
4907409	4920167	4920316	4920369	4920534	4920517	4921404	4927004	4930050
4907434	4920173	4920317	4920371	4920535	4920518	4921405	4927005	4930204
4909306	4920174	4920318	4920373	4920536	4920522	4921413	4927006	4930260
4909307	4920175	4920319	4920375	4920547	4921211	4921414	4927007	4931201
4910370	4920178	4920320	4920378	4920550	4921213	4921420	4927008	4932010
4916138	4920180	4920321	4920379	4920556	4921216	4921438	4927009	4932352
4918180	4920181	4920322	4920380	4920559	4921234	4921473	4927010	4932385
4918505	4920183	4920323	4920381	4920570	4921237	4921487	4927011	4933327
4918507	4920184	4920324	4920382	4920571	4921239	4921495	4927012	4935231
4920102	4920187	4920325	4920383	4920715	4921245	4921497	4927014	4936110
4920103	4920188	4920331	4920392	4921004	4921248	4921558	4927018	4936565
4920104	4920189	4920337	4920394	4921008	4921251	4921587	4927019	
4920105	4920195	4920342	4920395	4921009	4921252	4921695	4927020	
4920106	4920196	4920343	4920396	4921010	4921254	4921722	4927021	
4920107	4920301	4920344	4920398	4921015	4921255	4921727	4927022	
4920108	4920302	4920346	4920399	4921016	4921256	4921730	4927023	
4920110	4920303	4920347	4920502	4921019	4921261	4921741	4927024	
4920111	4920304	4920348	4920503	4921020	4921262	4921742	4927025	
4920112	4920305	4920349	4920504	4921021	4921263	4921744	4927026	
4920113	4920306	4920351	4920505	4921028	4921264	4921745	4927027	
4920115	4920307	4920352	4920508	4921063	4921270	4921746	4927028	
4920116	4920308	4920353	4920509	4921064	4921271	4921756	4927030	