Freight Tariff No. 1000–1

Terms and Conditions of Service

Switching and Handling

Demurrage and Storage

Issued: February 3, 2020
Effective: March 1, 2020
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# List of Patriot Rail Company Railroads & Contact Information

<table>
<thead>
<tr>
<th>Logo</th>
<th>Abbreviation</th>
<th>Railroad</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image1.png" alt="Butte, Anaconda &amp; Pacific Railway" /></td>
<td>BAP</td>
<td>Rarus Railway, LLC d/b/a Anaconda &amp; Pacific Railway Co.</td>
<td><a href="mailto:BP-CS@PatriotRail.com">BP-CS@PatriotRail.com</a></td>
</tr>
<tr>
<td><img src="image2.png" alt="Columbia &amp; Cowlitz Railway" /></td>
<td>CLC</td>
<td>Columbia &amp; Cowlitz Railway, LLC</td>
<td><a href="mailto:CLC-CS@PatriotRail.com">CLC-CS@PatriotRail.com</a></td>
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<tr>
<td><img src="image3.png" alt="DeQueen and Eastern Railroad" /></td>
<td>DQE</td>
<td>DeQueen &amp; Eastern Railroad, LLC</td>
<td><a href="mailto:DQE-CS@PatriotRail.com">DQE-CS@PatriotRail.com</a></td>
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<tr>
<td><img src="image4.png" alt="Georgia Northeastern Railroad" /></td>
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<td>Georgia Northeastern Railroad Company LLC</td>
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<tr>
<td><img src="image5.png" alt="Golden Triangle Railroad" /></td>
<td>GTRA</td>
<td>Golden Triangle Railroad, LLC</td>
<td><a href="mailto:GTRA-CS@PatriotRail.com">GTRA-CS@PatriotRail.com</a></td>
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<tr>
<td>Logo</td>
<td>Abbreviation</td>
<td>Railroad</td>
<td>Email Address</td>
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<td>------</td>
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<tr>
<td><img src="logo.png" alt="Kingman Terminal Railroad" /></td>
<td>KGTR</td>
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<td><a href="mailto:KGTR-CS@PATRIOTRAIL.COM">KGTR-CS@PATRIOTRAIL.COM</a></td>
</tr>
<tr>
<td><img src="logo.png" alt="Louisiana and North West Railroad" /></td>
<td>LNW</td>
<td>Louisiana &amp; North West Railroad Company, LLC</td>
<td><a href="mailto:LNW-CS@PATRIOTRAIL.COM">LNW-CS@PATRIOTRAIL.COM</a></td>
</tr>
<tr>
<td><img src="logo.png" alt="Sacramento Valley Railroad" /></td>
<td>SAV</td>
<td>Sacramento Valley Railroad, LLC</td>
<td><a href="mailto:SAV-CS@PATRIOTRAIL.COM">SAV-CS@PATRIOTRAIL.COM</a></td>
</tr>
<tr>
<td><img src="logo.png" alt="Temple &amp; Central Texas Railway" /></td>
<td>TC</td>
<td>Temple &amp; Central Texas Railway, LLC</td>
<td><a href="mailto:TC-CS@PATRIOTRAIL.COM">TC-CS@PATRIOTRAIL.COM</a></td>
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<tr>
<td><img src="logo.png" alt="Tennessee Southern Railroad" /></td>
<td>TSSR</td>
<td>Tennessee Southern Railroad Company, LLC</td>
<td><a href="mailto:TSRR-CS@PATRIOTRAIL.COM">TSRR-CS@PATRIOTRAIL.COM</a></td>
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<tr>
<td><img src="logo.png" alt="Utah Central Railway" /></td>
<td>UCRY</td>
<td>Utah Central Railway Company, LLC</td>
<td><a href="mailto:UCRY-CS@PATRIOTRAIL.COM">UCRY-CS@PATRIOTRAIL.COM</a></td>
</tr>
</tbody>
</table>
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 www.patriotrailandports.com
Abbreviations

$...........................................................................................................................................U.S. Dollars

PRC.................................................................................................................................Patriot Rail Company LLC

CLASS 1..............................................................................................................................All Class 1 Railroads

BNSF.................................................................................................................................Burlington Northern & Santa Fe Railway Company

UPRR...............................................................................................................................Union Pacific Railroad Company

NS...........................................................................................................................................Norfolk Southern

RR.........................................................................................................................................Railroad (Patriot Rail Company, LLC or one of its railroads)

CSXT.....................................................................................................................................CSX Transportation

KCS.........................................................................................................................................Kansas City Southern

LSC...........................................................................................................................................Longview Switching Company

KRR.........................................................................................................................................Kiamichi Railroad
Weight Restrictions

RR will provide services for loaded cars with a maximum gross weight as specified in table below. Shipments exceeding the maximum gross weights must be approved prior to shipment. For additional information, please contact the Customer Service Center.

<table>
<thead>
<tr>
<th>Railroad</th>
<th>Track</th>
<th>MP to MP</th>
<th>Weight Limit (lbs.)</th>
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</thead>
<tbody>
<tr>
<td>BAP</td>
<td></td>
<td></td>
<td>286,000</td>
</tr>
<tr>
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<td>286,000</td>
</tr>
<tr>
<td>DQE</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>GTRA</td>
<td></td>
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</tr>
<tr>
<td>KGTR</td>
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<td></td>
<td>286,000</td>
</tr>
<tr>
<td>LNW</td>
<td></td>
<td></td>
<td>263,000</td>
</tr>
<tr>
<td>SAV</td>
<td></td>
<td></td>
<td>286,000</td>
</tr>
<tr>
<td>UCRY</td>
<td>Ogden Industrial Lead</td>
<td></td>
<td>286,000</td>
</tr>
<tr>
<td></td>
<td>All Industrial Spurs</td>
<td></td>
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</tr>
<tr>
<td>TSRR</td>
<td>&quot;A&quot; Line</td>
<td>232.9 (Columbia Wye)</td>
<td>269.1 (Lawrenceburg)</td>
</tr>
<tr>
<td></td>
<td>&quot;A&quot; Line</td>
<td>269.1 (Lawrenceburg)</td>
<td>312.9 (Port of Florence)</td>
</tr>
<tr>
<td></td>
<td>&quot;L&quot; Line</td>
<td>227.2 (Natco)</td>
<td>232.5 (Columbia Wye)</td>
</tr>
<tr>
<td></td>
<td>&quot;L&quot; Line</td>
<td>232.5 (Columbia Wye)</td>
<td>265.7 (Pulaski)</td>
</tr>
<tr>
<td>TC</td>
<td>Industrial Park Sub.</td>
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</tr>
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<td></td>
<td>Central Pointe Sub.</td>
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<td>286,000</td>
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<td>GNRR</td>
<td></td>
<td></td>
<td>286,000</td>
</tr>
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</table>
Section 1 – General Car Rules and Charges

1.01 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 RR lines. This document supersedes and replaces all former versions of Tariff 6400, Tariff 1000, and the Steel River Transportation Holdings (SRTH) Tariff issued on February 1, 2016 and effective on April 1, 2016.

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.

1.02 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 cars.

1.03 LACK OF A SIDETRACK AGREEMENT

Most Customer facilities are accessed via Sidetracks. 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.

I. 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

II. 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 the 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 we determine are unsafe.

III. 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.

IV. 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.
V. **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.

VI. **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 onboard 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 load 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.

VII. **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.

VIII. **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

IX. **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.

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.
X. NO RIGHT TO ACCESS RR TRACK

Protecting our network is essential to maintaining our 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.

1.04 MILEAGE ON PRIVATE CARS

Patriot Rail Company LLC and its railroads (“RR”) do not generally pay mileage on private cars. All moves are zero mileage payout while on the RR, except in cases in which RR specifically agrees otherwise in writing.

1.05 GENERAL TERMS RELATED TO HOLDING CARS, DEMURRAGE, 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.

1.06 EMPTY CARS ORDERED OR APPROPRIATED FOR LOADING BUT NOT USED

When empty cars are placed on orders but not used in transportation service, demurrage will be charged for all detention, excluding holidays, from actual or constructive placement (Items 2.1 & 2.2) or appropriation until the time RR interchanges the car(s) back to other railroads, and RR’s car hire liability is transferred, and car hire charges cease to accrue to RR.
Customers performing switching service for themselves or other parties 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).

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 or appropriation, 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. 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., 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 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.

These provisions will also apply in connection with cars that are held on constructive placement on shipper-owned or leased tracks and on cars that are on-route to be delivered or constructively placed.

1.07 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 our ability to safely and efficiently operate our railroads. Therefore, loaded cars pulled at customers’ request without proper shipping instructions will incur a fee, in addition to demurrage and any other applicable charges. Any charges incurred due to incomplete or missing shipping instructions are the responsibility of the consignor or freight payer. Charges associated with cars pulled without proper billing are specified in each RR’s Charge Catalog 2000 Series.

1.08 EMPTY OR LOADED CARS ORDERED OR RELEASED BUT NOT ABLE TO BE PLACED OR PULLED

It is customers’ responsibility to ensure that cars ordered or released are ready and able to be placed or pulled. 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.

The charges associated with this section shall be assessed in addition to demurrage and any other applicable charges.

*Note: charges and additional terms specific to each Patriot Rail Company LLC railroad (“RR”) are stipulated in Charge Catalog 2000 Series, issued for each railroad and available on our website: www.patriotrailandports.com.
1.09 INTERCHANGE SET-BACK CHARGES

I. CUSTOMER ERROR

Cars released without proper billing instructions that are returned to us by interchange railroads will incur a set-back charge assessed in addition to any other applicable linehaul and accessorial charges. If shipper billed in error, the shipper is responsible for return handling charges, set-back charges, and any other applicable charges. Charges are specified for each RR in Charge Catalog 2000 Series.

II. RAILROAD ERROR

Cars moved onto tracks of the RR by connecting carrier in error or for purposes other than interchange to or from RR will be subject to charges as stipulated in each RR’s Charge Catalog 2000 Series.

1.10 CUSTOMER SET-BACK CHARGES

Upon customer request to return cars previously released to RR, RR will perform the return service for a charge assessed in addition to any other applicable linehaul and/or accessorial charges.

1.11 IMPROPER CARS FURNISHED FOR LOADING 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.

1.12 NOTIFICATIONS FROM RR

RR will provide notice electronically (via ShipperConnect 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.
1.13 NOTIFICATIONS TO RR

Placement Requests: All car placement requests must be submitted to RR using ShipperConnect™. RR will accept requests provided to its Customer Service Center via telephone, email, or fax, subject to a $65 charge. The charge applies to each request (not a per car charge).

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

1. ShipperConnect™/EBOL
2. Class 1 website
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.

For our customers’ convenience, Patriot Rail Company LLC accepts billing instructions forwarded to its Customer Service Center via email or fax however this requires manual input of billing information by RR employees. Manual input of customer billing information (including any changes, modifications, revisions to submitted billing) is subject to a $65 charge per each bill of lading or a $110 charge per each bill of lading for Hazardous Materials (including hazardous waste). 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.

RR will not accept delivery of forwarding instructions by U.S. Mail, express service, personal delivery, or any other means.

All empty release information must be submitted to RR using ShipperConnect™. RR will accept empty release information provided to its Customer Service Center via telephone, email, or fax, subject to a $65 charge per incident.

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.

1.14 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.

Railroad Controlled Cars:
Empty Held for Loading: 24 hours
Loaded Held for Unloading: 48 hours

Private Cars Held on Railroad Track:
Empty Held for Loading: 24 hours
Loaded Held for Unloading: 48 hours

Free time will be computed from the first 12:01 a.m. after actual placement or 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 will be excluded from time calculation.
1.15 HEAVY DUTY FLATS: USE & DEMURRAGE

When heavy duty flat cars (flat cars with AAR mechanical designation FD, FW, FM) or cars with capacity of 200,000 pounds of over are used on shipments originating or terminating at stations on RR, charges for use of such cars and/or demurrage will apply, in addition to all other charges associated with the shipment. Section 3 Demurrage rules and terms apply. Applicable charges are stipulated in each RR’s Charge Catalog 2000 Series.

1.16 HOLIDAYS

Holidays observed may be different for each RR and are therefore referenced separately in each railroad’s Charge Catalog 2000 series.

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/storage 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 1.14 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, storage, 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. 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. after notice of arrival at the holding point has been provided to consignee.
Section 3 – Demurrage

3.01 DEMURRAGE CHARGES

Demurrage is a fee charged for extended use of railroad-controlled assets, beyond the free time allowed for the performance of certain activities (Item 1.14). The purpose of demurrage charges is to ensure that:

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

Demurrage is an essential tool in maintaining efficient railroad operations by encouraging the optimal utilization of very expensive assets.

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

Item 1.14 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.

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 1.14.

3.02 COMPUTATION OF DEMURRAGE 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.

3.03 CARS UNLOADED AND RELOADED

I. 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. 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.

“The Patriot Way”:

Patriot Rail strives to be efficient, focused, and responsible in all things, with safety at the forefront.
II. **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. 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. of the date the loaded car is returned to the interchange track, then 12:01 a.m. 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.

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**Patriot Rail Core Value:**

*We conduct ourselves with financial, ethical and personal integrity.*
Section 4 – Cars Held Temporarily

4.01 CHARGES FOR HOLDING CARS

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.

If subsequent to storing the cars, notice is submitted to RR for reconsignment, diversion, or reshipment, charges for those services shall be assessed in addition to storage.

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 1.14, until diverted, rebilled, or released.

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.

4.02 PRIVATE CARS HELD OR STORED ON PRIVATE OR RAILROAD TRACKS

Loading and Unloading are defined in Items 2.3 and 2.4 of this Tariff. In general, private cars on private tracks will be exempted from the demurrage rules and charges provided in this Tariff. However, if prior to delivery to private tracks, cars must be held on RR tracks under
constructive placement, such cars will be subject to the demurrage terms and charges provided in this Tariff.

Charges shall accrue after expiration of:

a. Allowed free time, as provided under Item 1.14, when car is delivered to private tracks.
   Or,

b. 48 hours free time when diverted, reconsigned, or reshipped before delivery to private tracks;

Such cars will be considered released from the applicable demurrage transaction of a. or b. above at the time the diversion, reconsignment, or reshipment order is received, or at the time advice is given RR to place such private cars onto private tracks to which consigned.

Loaded or partially loaded cars moved from private tracks at customer’s request are subject to demurrage charges as provided in this Tariff, without free time allowance and without notice to customer. Demurrage accrues from the first 12:01 a.m. after such cars are moved, until forwarding instructions are furnished, or until cars are placed or returned to private track on advice from customer.

4.03 RULES GOVERNING CARS HELD FOR PURPOSES OTHER THAN LOADING OR UNLOADING

This section applies when cars are held for purposes other than loading or unloading, including cars which have been ordered, appropriated, or tendered for loading or unloading and which are later reconsigned, diverted, reshipped, or released empty, without loading. Item 1.14 of this Tariff will govern the computing of time.

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. 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, or for any purpose not otherwise specifically provided for in these rules.

Cars will be released at the time order 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.

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 1.14, until diverted, rebilled, or released. Any other pertinent linehaul or accessorial charges apply in addition to the storage charge specified in this Item.

4.04 CARS OF GRAIN HELD IN TRANSIT FOR INSPECTION

When cars of grain, seeds (field or grass), grain screenings, soybeans, hay straw, corn husks or corn shucks, subject to final inspection or grading are, held in transit and placed on inspection track(s) of this carrier at designated stations for inspection grading, including for reconsignment or other disposition, the free time will begin at the first 12:01 a.m. after the notice of arrival is sent or given to the consignee or party entitled to receive it and will expire on the following 12:01 a.m. A demurrage day under this Item consists of a twenty-four (24) hour period computed from 12:01 a.m.

In the application of this Item, the term “Held in Transit” means after the cars have left the last loading station and before delivery at point of unloading. This Item will
not apply to cars held for inspection at the station where loaded, nor to cars billed direct to public team tracks, or to elevators, mills or other industries within the switching limits of the billed destination, and there inspected and delivery taken.

The inspection referred to in this Item is the taking of representative sample(s) and establishing the official grade of the contents of the car by competent and impartial authorities independent of the vendor or vendee and only in accordance with national, state, Board of Trade or Grain Exchange authorization or requirements except that on hay, straw, or corn husks the inspection may be as necessary or desired.

4.05 CARS HELD FOR FORWARDING INSTRUCTIONS

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. after the receipt, until proper forwarding or other disposition instructions are received.

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

“The Patriot Way”:

Safety is our joint responsibility.

We own it together.

Demonstrate safety advocacy every day!
Patriot Rail Core Value:

We care for our environment, employees, and customers
“Patriot Rail Company is a premier short line railroad and rail services company based in the U.S.”
Section 5–
Overloaded and Improperly Loaded Cars

5.01 GENERAL RULES GOVERNING IMPROPERLY LOADED OR OVERLOADED CARS

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 in light of the various different requirements peculiar 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 will be considered to be under continuous loading transaction until adjustment of the load has been made, if necessary, and final clearance is received for further movement. (see Note)

2. If found at origin after having been removed from industry or 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.

Time will be computed from the first 12:01 a.m. following notice that car is being held.

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

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.

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.

5.02 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 and will be assessed after the end of the fifth day. Railroad charges that would have been assessed during the two days shall be applied retroactively.

“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 6 – Credit Terms and Security Deposit

6.01 PAYMENT AND CREDIT TERMS

All charges under this tariff must be prepaid, unless satisfactory 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 FOR PAYMENT OF DEMURRAGE AND STORAGE CHARGES

All consignors, consignees or agents thereof conducting business with RR, or on a RR’s property, will be required to apply for credit with Patriot Rail Company LLC.

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

Credit will be granted solely at the discretion of Patriot Rail Company LLC.

6.03 SECURITY DEPOSITS

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 Subscribing Carrier prior to January 1, 2015.

Credit will be granted solely at the discretion of RR.

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 Subscribing Carrier’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 (200.00) or up to the maximum amount of accessorial charges that accrued on any one car during the preceding twelve (12) months.

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

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

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

A. Is placed on Subscribing Carriers’ authorized credit list, or

B. Has paid all outstanding accessorial charges and has given assurance to the satisfaction of the Carrier’s credit office that future accessorial charges will be paid within the credit period prescribed in applicable tariffs.

6.04 BILLING DISPUTES

We commit 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.
Section 7 – General Car Switching Rules and Charges

7.01 INTRAPLANT SWITCHING

A consignor or consignee may request car movements within the same industry facility. Such intraplant 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.

Intraplant switching moves will incur charges as stipulated in each RR’s Charge Catalog 2000 Series.

7.02 INTERPLANT SWITCHING

Interplant switching consists of movement at consignor/consignee’s request between fixed facilities to another facility of the same customer. 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.

Interplant switching moves will incur charges as stipulated in each RR’s Charge Catalog 2000 Series.

7.03 SECOND TRANSFER SERVICE

Second transfer switching consists of the movement of cars for the consignor/consignee from any location where such cars are held in constructive placement, storage, or hold status. Cars are subject to charge when advice is received to move equipment to a facility for loading or unloading. This item shall apply to loaded or empty cars, and include both private and railroad controlled equipment.

Associated charges are contained in Charge Catalog 2000 Series published for each railroad.

7.04 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.
7.05 REQUESTS FOR SERVICE AFTER EXPIRATION OF TIME LIMITS AND EXPEDITED SERVICE

Requests for service submitted to RR after expiration of cut-off time 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 expedite 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 expedite service charges specified above.

7.06 PLACEMENT OF SCALE TEST CARS

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 $1,500 per car shall be assessed, unless different arrangements are made prior to the move.

7.07 TURNING CARS / WYE CHARGE

Should industry request a car to be turned/”wyed”, charges will apply as specified in each RR’s Charge Catalog 2000 Series. Turning of cars charges are also applicable per terms of Item 11.1.

7.08 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, charges will apply as follows:

1. Crew/train waiting: per hour charge (and any fraction thereof) assessed per Charge Catalog 2000 Series issues for each RR

2. Crew returning to industry to perform service: charge shall be assessed, in addition to any other applicable charges per services performed, according to each RR’s Charge Catalog 2000 Series

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

7.09 CARS RECEIVED FROM/DELIVERED TO ANOTHER CARRIER AT NON-INTERCHANGE LOCATIONS

RR maintains active interchange points with other railroads, although other railroads may also operate over portions of RR track for the purpose of servicing facilities at select locations. When a car is received by RR or delivered from RR to another carrier at an industry location and interchanged at the request of a consignor/consignee, such movements are subject to the pre-established linehaul (or switching/handling) charges. If no prior linehaul or switching charges have been established, the per car charges will be governed by each RR’s Charge Catalog 2000 Series.
7.10 UNSCHEDULED (“EXTRA”) TRAIN SERVICE

This Item applies to unscheduled trains and service where essentially the same service that is performed during scheduled operations is performed outside the scheduled operation, without any additional work involved. For example, on Patriot Rail Company LLC railroads offering service Monday through Friday, each RR may, at its sole discretion, offer "extra" service between the hours of 12:01 a.m. Saturday through 11:59 p.m. 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.

Unscheduled extra train service is not to be confused with “special train service” (discussed in Section 9), which is materially different from regularly offered service. For example, moving over-weight 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 service,” whether it moves in scheduled service or extra train.

Charges for extra train vary among our RRs and are specified in each RR’s Charge Catalog 2000 Series.

7.11 EMPTY OR LOADED RAILCARS MOVING ON OWN WHEELS

Railcars moving as a single load, either for repair or otherwise, when no load in favor of RR is generated, shall be charged to the consignor/consignee or affected party receiving or shipping such cars. Charges shall apply to one-way movement, each way if applicable. In addition to any linehaul or handling charges under this Item, other applicable charges as specified in this Tariff may be assessed.

Note: Intermodal container and multiple unit cars are subject to special provisions negotiated separately.

7.12 ABSORPTION RULE – SWITCHING

When switching charge, in whole or in part, is not absorbed, such switching charge or portion not absorbed is in addition to the linehaul rate and will be invoiced and collected by Railroad.

Patriot Rail Core Value:

Safety is our DNA
8.01 INTRODUCTION

Demurrage and Car Storage fees are instrumental levers in assisting us to maintain efficient and safe operations and provide incentives for maximizing utilization of capital-intensive assets. Definitions of terms “Demurrage” and “Storage” are found in the Glossary appended to this document.

8.02 GENERAL APPLICATION

The terms, rules and charges in this Tariff govern the allowance of free time and assessment of charges for storage when cars subject to this Section are held beyond free time or when no free time is provided. The specific storage charges incurred after the expiration of free time are stipulated in each RR’s Charge Catalog 2000 Series.

8.03 STORAGE RULES AND CHARGES ON EXPLOSIVES, HAZARDOUS MATERIALS, SUBSTANCES, OR WASTES

The rules and charges in this Item apply to shipments of hazardous materials while held in cars on RR premises.

Hazardous materials are materials and substances defined by the U.S. Department of Transportation under the Hazardous Materials Transportation Act (49 U.S.C. §§ 5103, et seq.) and the Hazardous Materials Regulations (49 U.S.C. Parts 171–180) issued thereunder, as amended from time to time,

The storage charges and rules provided in this Item are in addition to applicable demurrage charges provided in Section 3.

1. Strike or work stoppage, flood, high water, or other interference or Act of God will not suspend charges contained in this Item.
2. On cars held for loading on RR premises, time will be computed from the first 12:01 a.m. after loading begins.
3. Free time will be as follows: Hazardous Material other than TIH/PIH as provided under Item 1.14. TIH/PIH will receive no free time.
4. After expiration of free time allowed, the charges contained in Charge Catalog 2000 Series issued for each RR will apply. Charges will remain in effect until car(s) is removed from RR premises.
Special Provisions:

1.) When carload freight is refused at destination, this RR shall, after being advised of refusal, give notice of such refusal by telephone or email to the consignor or owner when known, or when not known, to the agent at point of shipment, who shall promptly notify consignor, if known. Notice shall be provided within twenty-four (24) hours, excluding holidays and non-working days. (The term “wire”, as used here, shall be construed to mean any forms of electronic communication: email, facsimile, etc. When notice is transmitted by telephone, a written record shall be maintained by RR.)

2.) Free time will be computed from the first 12:01 a.m. after placement, or after proper notice has been sent or given where required. For the purpose of computing free time, holidays are included in free time calculation.

3.) When consignor or consignee utilizes an electronic device to accept messages, notification left on such a device will be considered as having been given to consignor or consignee.

8.04 CONDITIONS UNDER WHICH CARS MAY BE RETURNED TO POINT OF ORIGIN OR LAST INTERCHANGE

Situations in which the following conditions apply:

1. a car has been constructively delivered to destination or placed in storage on the RR because the receiver is unable to accept the car, and
2. 5 days have elapsed after the railroad has given the receiver notice of delivery, and
3. the receiver has an outstanding balance of demurrage (on that or other cars), and
4. RR has not granted credit to the receiver or has revoked the receiver’s privilege of credit,

RR may return the car to the point of origin or last point of interchange, without accruing any liability to the receiver or any other railroad and without relieving the receiver of liability for the accrued demurrage and any other applicable charges.

8.05 FAILURE TO PULL 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 entitle RR to charge connecting carriers a storage fee per car per day as stipulated in each RR’s Charge Catalog 2000 Series. Charge to be computed from the second 0001 hours after cars are interchanged until pulled.

8.06 LOADING AND UNLOADING WITHOUT ASSOCIATED RAIL MOVEMENT

When freight is received from Truck or Barge, it is unloaded and then stored and reloaded onto a truck, a charge will be applied, as specified in TSRR’s Charge Catalog Series 2000 or any other applicable published TSRR document.
Section 9– Special Train Service

8.07 RAILCARS SWITCHED IN OR OUT OF STORAGE

Railroad shall charge a storage switch fee per car as stipulated in each RR’s Charge Catalog 2000 Series. 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 will be applied to each railcar as specified in each railroad’s charge catalog.

Patriot Rail Core Value:

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

9.01 SPECIAL TRAIN MOVES

Special Train Service is defined as trains operated on an expedited schedule or under special requirements specified by the shipper, consignee, or an agent thereof. Special Train Service is service customized to specific requirements and it is different than the Unscheduled (Extra) Train Service, discussed in Item 7.10.

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
- Between Stations on RR and junctions with connecting lines

9.02 CHARGES FOR SPECIAL FREIGHT TRAIN

The planning required to transport specialized freight is significant and significant time and personnel must be dedicated to ensure the safety and efficiency of such moves, as well as the safety and efficiency of our network operations. Therefore, Patriot Rail Company LLC is happy to work with customers requiring special train service, under the following terms (see Note):
1. Reasonable 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 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 charges are stipulated in each RR's Charge Catalog 2000 Series.

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, or condition all requests for special train movements on within its network.

9.03 SPECIAL MOVEMENTS AT TERMINALS

When special movements at terminal points 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. Any time required in excess of eight (8) consecutive hours will be charged an additional per hour fee, as stated in each RR’s Charge Catalog 2000 Series.

9.04 IDLER & BUFFER CARS

When idler or buffer cars are required for any reason an additional charge will be assessed for each such idler car, per 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.

If RR must cut the cars out and return them to the point of interchange, a fee shall be assessed as stipulated in each RR’s Charge Catalog 2000 Series.
Section 10 – Rules and Charges for Diversion

10.01 DEFINITIONS

RECONSIGNMENT or DIVERSION (terms 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.

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.

10.02 CARS HELD FOR RECONSIGNMENT, DIVERSION OR RESHIPMENT

On cars held for reconsignment, diversion or reshipment, the consignee or affected party will compute time from the first 12:01 a.m. following the sending of notice.

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.

When an order is received for “reshipment” it shall contain all the necessary information to transport the shipment to its new destination; and, if the order for “reshipment” is transmitted and acknowledged, it will be considered as having been received after 12:01 a.m. of the date received.

10.03 APPLICATION

Orders for diversions will only be accepted from:

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

RR reserves the right to reject diversion/reconsignment requests, for any reason.

10.04 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.
Section 11 – Rules and Charges for Miscellaneous Services

11.01 CHARGES FOR CARS REQUIRING SWITCHING/TURNING OF CARS TO PERMIT LOADING OR UNLOADING

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 pay RR a “turning car” fee for each car that RR turns. Charges specific to each RR are published in each RR’s Charge Catalog 2000 Series.

11.02 CHARGES FOR RETURN OF CARS DUE TO SHIPPER’S ERROR

When loaded or partially loaded cars are returned to the customer at their request, the following charges for return switching movements will be made:

A. If intercepted within yard of industry and returned to loading track, or any track within confines of same industry, Intraplant Switching charges apply, as published in each RR’s Charge Catalog 2000 Series.

B. If intercepted in RR’s yard or any other location on RR and returned in regular, scheduled service to loading track, or any other track within 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).

C. If intercepted at point of interchange and is returned in regular, scheduled service to loading track, or any other track within confines of industry or customer, the regular loaded linehaul rate per car shall apply, is it would to any revenue move received at interchange. If car(s) requires multiple handlings, charges shall apply per handling per car (each direction or leg of the move).

D. Return of cars at customers’ request that require unscheduled (“extra train”) or special service will be made available if possible and at the sole discretion of RR, for the respective fee as stipulated in each RR’s Charge Catalog 2000 Series (please refer to Items 7.5, 7.6, 9.1, 9.2, 9.3).

11.03 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 at all times 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.
11.04 ADDITIONAL CHARGE FOR CUSTOMER-CAUSED CONGESTION ON RAILROAD FACILITIES

When, in the sole judgement of RR, an excessive quantity of constructively placed cars for a particular consignee congests RR’s facilities causing material operating problems, RR will notify shipper, consignee (receiver), in-care-of party, or any other party deemed necessary to make arrangements for avoidance of such congestion or bunching of cars. Additionally, RR will contact and advise the consignee (receiver) at the location to which cars are destined that, starting ten days (10) from the date of notification, RR will charge consignee or any other party responsible for the congestion or bunching of the cars the applicable storage fee per car per day, as stipulated in each RR’s Charge Catalog 2000 Series, for all cars on constructive placement exceeding two (2) times the number of cars that can be unloaded per day with current switching service. When customer’s constructive placed cars drop below the level above RR will, effective that day, cease the daily charge. This charge is in addition to all applicable provisions in this Tariff and each RR’s Charge Catalog 2000 Series.

11.05 CARS FOUND TO BE LEAKING HAZARDOUS MATERIALS

If after cars received by RR at interchange or from customers are found to be leaking Hazardous Materials and RR or an agent of RR acts for securement of the leaking car, RR will assess a charge of $2,500 per car for the handling of such cars.

Charges will be assessed to the shipper shown on the applicable bill of lading. The charge includes administrative and switching charges, but excludes demurrage, storage, and all 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.

11.06 CARS FOUND TO BE LEAKING NON-HAZARDOUS MATERIALS

RR will assess a charge of $1,500 per car for the handling of cars loaded with or containing residue of Non-Hazardous Materials that are found to be leaking, and for which RR or its representatives take action for securement of the leaking car. 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.

11.07 LEASE TRACK AND STORAGE AGREEMENT OVERAGE

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, demurrage 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 at 12:01 am of the day following the time the lease limit was exceeded.
Glossary

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.

**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.

**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 Car** – a car of any ownership that is specifically requested and is assigned to a shipper by RR.

**Bulletin of Trains** – is a published schedule of trains.

**Bureau of Explosives Tariff** – The Bureau of Explosives Tariff No. ICC BOE 6000– Series covers regulations prescribed by the U.S. Department of Transportation for the handling of hazardous materials.

**Constructive Placement** – 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.

**Consignee** – is the party to whom the shipment is consigned to or the party entitled to receive the shipments.

**Consignor** – is the party in whose name cars are ordered or the party who furnishes forwarding instructions.

**Cut–Off Time** – is the time of day when a consignor/consignee must have instructions or advice into RR.

**Demurrage** – fees imposed for the extended use of rail–controlled assets, attributable to the customer.

**Diversion** – order provided by a customer or freight payer instructing RR to deliver a car to a destination or location other than to one indicated on the original shipping instructions.

**Forwarding Instructions** – are instructions given to RR containing all the information necessary to transport the shipment to its final destination.

**Haulage Agreement** – is the entire cycled movement of a loaded carload of freight, which originates and terminates upon lines of RR.


**Inter–Plant Switch** – is the movement of car from one facility to another located on RR lines. 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.

**Leased Track** – is a track assigned to a user through written lease agreement and is considered the same as a private track for demurrage purposes.

**Loading** – is the complete or partial loading of a car and furnishing forwarding instructions.

**Loaded Car** – is a car that is completely or partially loaded.
**Other–Than–Public Delivery Track** – any railroad track or portion of a track assigned for individual use or for joint use, including privately owned or leased tracks.

**Private Car** – is any car bearing other than railroad reporting marks that is not RR controlled.

**Private Track** – is any track not owned by RR including leased track.

**Public Delivery Track** – is a track open to the general public for loading and unloading.

**Railroad–Controlled Car** – is a car provided to a railroad directly, by car companies or others, for the indiscriminate use by this railroad in serving any of its customers.

**Railroad Premises** – when applicable to shipments held in cars, shall embrace all tracks which this railroad provides for its own uses and purposes of for general public use, all other tracks located inside its right-of-way, yards, or terminals, except tracks located within the confines of property owned or leased by an industry.

**Reloaded Car** – 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.

**Sidetrack** – is any private track that provides access to a Customer facility.

**Storage/Private Car Storage** – fee imposed by RR for the occupation of RR’s tracks (owned or RR–controlled) tracks and property

**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

**Time** – is the time lawfully in effect in the community where the car is held.

**Unloading** – is the complete unloading of a car and advice received from consignee that the car is empty and available to RR.

**Unscheduled Service** – is service provided outside of published availability at a specific request of a consignor/ consignee.