



ADRIAN & BLISSFIELD RAIL ROAD COMPANY

Including the following Participating Carriers

CHARLOTTE SOUTHERN RAILROAD COMPANY

DETROIT CONNECTING RAILROAD COMPANY

JACKSON & LANSING RAILROAD COMPANY

LAPEER INDUSTRIAL RAILROAD COMPANY

Freight Tariff ADBF 9000-D

Demurrage and Storage Rules and Charges

Applying at all ADBF points in the United States
and also at points in the United States on other carrier roads
(See Item 40)

ISSUED BY:

Mark W. Dobronski, President

ADRIAN & BLISSFIELD RAIL ROAD COMPANY

38235 NORTH EXECUTIVE DRIVE

WESTLAND, MICHIGAN 48185-1971

Telephone: (734) 641-2300

Fax: (734) 641-2323

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>ITEM</u>
LEGAL AUTHORITY	10
CANCELLATION NOTICE	20
LIST OF PARTICIPATING CARRIERS	40
GENERAL TARIFF RULES	60 - 90
GLOSSARY OF TERMS	100
PAYMENT AND CREDIT TERMS	200
SECURITY DEPOSITS FOR PAYMENT	210
NOTIFICATION TO CUSTOMERS BY CARRIER	300
NOTIFICATION TO CARRIER	350
SITUATIONS WHEN RELIEF IS PERMISSIBLE	400
CARS AWAITING CUSTOMS INSTRUCTIONS, PAYMENTS OF DUTIES	450
CARS SUBJECT TO DEMURRAGE	500
CARS SUBJECT TO STORAGE	550
RULES GOVERNING CARS HELD FOR LOADING	600
RULES GOVERNING CARS HELD FOR UNLOADING	650
RULES GOVERNING CARS HELD FOR OTHER THAN LOADING OR UNLOADING	700
RULES GOVERNING CARS IN GRAIN UNITS	750
RULES GOVERNING STORAGE OF ASSIGNED CARS	800
STORAGE OF RAILWAY EQUIPMENT MOVING ON OWN WHEELS	900
DEMURRAGE / STORAGE RULES	950
DEMURRAGE / STORAGE CALCULATION	1000
DEMURRAGE / STORAGE APPLICATION	1010
HAZARDOUS COMMODITIES	1012
STORAGE OF EXPLOSIVES, HAZARDOUS MATERIALS, SUBSTANCES OR WASTE	1015
LEASE TRACK OVERAGE	1100

ITEM 10 - LEGAL AUTHORITY

This tariff is issued pursuant to, *inter alia*, 49 USC 10746 and 49 CFR Part 1333.

ITEM 20 - CANCELLATION NOTICE

This tariff cancels Rates, Rules, Regulations and Charges published in Demurrage Rules and Charges and Storage Provisions in the following Tariffs:

Tariff ADBF 9000-C
Tariff JAIL 9000-C
Tariff ADBF 8000-C (Item 510 only)
Tariff ADBF 9000-C (Item 510 only)

ITEM 40 - LIST OF PARTICIPATING CARRIERS

For purposes of this tariff, references to Adrian & Blissfield Rail Road Company includes the following subsidiaries and affiliated Carriers:

<u>ABBREVIATION</u>	<u>NAME OF CARRIER</u>
ADBF	Adrian & Blissfield Rail Road Company
CHS	Charlotte Southern Railroad Company
DCON	Detroit Connecting Railroad Company
JAIL	Jackson & Lansing Railroad Company
LIRR	Lapeer Industrial Railroad Company

The use to the term "Carrier" in this tariff shall be meant to refer to one of the above-listed participating Carriers as applicable to the location that service is being provided at.

ITEM 60 - APPLICATION OF REFERENCED PUBLICATIONS

The following publications contain rules, regulations, charges and allowances specifically referred to herein or that may apply directly or indirectly along with the terms of demurrage, storage and other matters that are covered in this publication.

ADBF 8000 series - Switching and Accessorial Charges
BOE 6000 series - Bureau of Explosive Rules
RER 6411 series - Official Railway Equipment Register
RPS 6007 series - Mileage Allowances and Rules
RPS 6740 series - Heavy Duty Flat Car Charges
OPSL 6000 series - Official Railroad Station List
STCC 6001 series - Standard Transportation Commodity Codes
UFC 6000 series - Uniform Freight Classification

ITEM 70 - REFERENCE TO TARIFFS, ITEMS, NOTES AND RULES

Where reference is made in this tariffs, items, notes, the glossary, rules, etc. such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, and rules.

ITEM 80 - CONSECUTIVE NUMBERS

Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a hyphen they will be understood to include both of the numbers shown. If the first number only bears a reference mark, such reference mark also applies to the last number shown and to all numbers between the first and last numbers.

ITEM 100 - GLOSSARY OF TERMS

1. **Actual Placement:** When a car is place in an accessible position for loading or unloading or at a point designated by Consignor or Consignee.
2. **Assignee:** A Consignro or Consignee who has requested and has been assigned cars to a specific pool of cars for their use.
3. **Assigned Car:** A car of any ownership specifically requested and assigned to a Consignor or Consignee from a pool of assigned service cars.
4. **Car Days:** A twenty four (24) hour period or fraction thereof commence 0000 hours (Local Times) after actual or constructive placement until the car is released and available to Carrier.
5. **Closed Gate:** When a car cannot be placed on Consignee's siding at time of arrival due to siding having a locked gate, door and/or standing instructions not to place any cars unless the Consignee first contacts Carrier for placement instructions. All cars are constructively placed at time of arrival.
6. **Consignee:** The party to whom a shipment is consigned or the party entitled to receive the shipment. For purpose of this tariff, Consignee includes any person who receives railcars from a rail Carrier for unloading, as more specifically described in 49 CFR Part 1333.
7. **Consignor:** The party in whose name cars are ordered. For purposes of this tariff, Consignor includes any person who receives railcars from a rail Carrier for loading, as more specifically described in 49 CFR Part 1333.
8. **Constructive Placement:** When a car cannot be actually placed because of conditions attributable to the Consignor or Consignee, such car will be held at an available hold point and notice will be given the Consignor or Consignee that the car is held awaiting instructions. Car Days will begin if instructions to Carrier are not received before 0000 hours (see Car Days) of day following notification.
9. **Credit Day:** Non-chargeable day. Credit can only be earned on those cars released to Carrier for further disposition.
10. **Cutoff Time:** The designated time prior to a service window in which a switch request must be submitted in order to be fulfilled for the Consignor/Consignee to receive a switch during that service window. In the absence of another time designated by Carrier, the Cutoff Time shall be deemed 0000 hours.
11. **Electronic Means:** Any approved electronic device (i.e., email, telephone, facsimile) used to

- communicate to Carrier's Network Operations Center ("NOC") the disposition of a car. The telephone number for Carrier's NOC is (734) 641-2345. The facsimile number for Carrier's NOC is (734) 641-2324. The email address for Carrier's NOC is dispatcher@abrailroad.com.
12. **Forwarding Instructions:** A bill of lading or other suitable order containing all the necessary information to transport the shipment to final destination. Bill of lading or other suitable order must be given to Carrier via electronic data interchange or facsimile to Carrier's Network Operations Center.
 13. **Grain Unit:** 45 cars or more railroad cars, moving under one bill of lading or waybill.
 14. **Grain Unit Car Day:** A twenty four (24) hour period or fraction thereof commencing at the time of actual placement of all cars in the grain unit (minimum of 45 cars).
 15. **Holidays:** The following days will be considered Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
 16. **Hold Point:** The rail station where Assigned Cars are made available to the shipper.
 17. **Lease Track:** Track(s) assigned to a user by written agreement. Lease Track will be treated the same as private track.
 18. **Loading:** The complete or partial loading of a car in conformity with loading and clearance rules, and the furnishing of Forwarding Instructions.
 19. **Open Gate:** When a Consignee does not place any restrictions (physical or otherwise) on Carrier to place cars on their siding upon arrival.
 20. **Origin Turnover:** Origin Turnover occurs when a car is loaded, and a Consignor authorizes the Carrier to accept shipping instructions from another party, while the car is still at origin.
 21. **Ordered Placed:** The date and time that a car is placed on a private track.
 22. **Originating Storage:** Originating Storage occurs when a private car has been pulled loaded and is held of railroad owner tracks awaiting Forwarding Instructions.
 22. **Private Car:** A car bearing other than railroad reporting marks and which is not a Railroad Controlled Car.
 23. **Private Track:** Trackage assigned for individual use including privately owned or lease track.
 24. **Public Delivery Track:** Any accessible track open to the general public for loading or unloading.
 25. **Railroad Controlled Cars:** A car with railroad reporting marks.
 26. **Reload:** When the same car is completely unloaded and the replaced with a revenue load. Reloading will be expressed (with cars unloading demurrage) from the date of tender to the date Forwarding Instructions are received.
 27. **Service Window:** The designated block of time within a service day that Carrier has agreed to physically pull and place a customer's cars.
 28. **Stopped in Transit:** When cars are held en route because of any condition attributable to the Consignor or Consignee, or owner of the lading.
 29. **Storage Day:** A 24 hour period, or part thereof.
 30. **Tender:** When Carrier gives notification that a car is available for unloading or loading by either actual or constructive placement to Consignor or Consignee.
 31. **Time:** Local time is applicable. Time is expressed on the basis of the 24-hour clock. (EXAMPLE: 12:01 AM is expressed as 0001 hours.)
 32. **Unloading:** The complete unloading of a car and notice from the Consignee that the car is empty and available to Carrier.

ITEM 200 - PAYMENT AND CREDIT TERMS

Unless otherwise agreed to in writing, demurrage charges will be assessed against the online Consignor at origin or online Consignee at destination.

Demurrage charges assessed must be paid in full and disputes for adjustment together with supporting documentation must be presented in writing to Carrier within fifteen (15) days after the date on which the invoice for demurrage is rendered. Disputes must be car specific and provided in writing. Disputes may be faxed or mailed to Carrier's administrative office. FAX: 734-641-2323. Mail: P.O. Box 85527, Westland, Michigan 48185-0527.

Any invoice which remains with an outstanding balance after fifteen (15) days shall be subject to a rebilling charge of two percent (2%) of the then outstanding balance due and owing as of the first calendar day of each calendar month until paid in full.

ITEM 210 - SECURITY DEPOSITS FOR PAYMENT

A security deposit to ensure payment of any demurrage, storage or other accessorial charges that may accrue will be required from any Consignor or Consignee who: (1) is not on the Carrier's authorized credit list; and/or (2) fails to pay demurrage, storage or other accessorial charges after specific written demand referred to in this tariff.

The deposit must be paid in cash, cashier's check or money order before any car is delivered to such customer for loading or unloading.

The deposit for each freight car must be in the greater amount of: \$500.00, or the maximum amount of demurrage, storage or other accessorial charges that accrued on any one (1) freight car for that Consignor or Consignee during the preceding twelve (12) months.

The Carrier will refund the balance of the deposit to the Consignor or Consignee within thirty (30) days after the freight car is released to the Carrier after deducting all unpaid charges on that rail car. Such deposit will not be transferable to another freight car.

Security deposits will no longer be required after the Consignor or Consignee has paid all outstanding demurrage, storage and other accessorial charges, and has give assurance to the satisfaction of the Carrier's credit office that future demurrage, storage and other accessorial charges will be paid within the prescribed credit period.

ITEM 300 - NOTIFICATION TO CUSTOMERS BY CARRIER

1. The following notifications will be furnished as indicated:

Cars to be Delivered to Private Tracks

- (a) Notification of constructive placement on all cars held of Carrier's tracks due to any condition attributable to Consignee or Consignor will be made by Electronic Means.
- (b) Delivery of car upon Consignee's tracks will constitute notification.
- (c) Delivery upon industrial interchange tracks of Consignee or party entitled to receive same will constitute notification.

Cars to be Delivered to Public Tracks

Notice of arrival will be given to party entitled to receive notification when car is actually placed.

Refused Carload Freight

When advised of refusal of car at destination, notice will be sent or given to Consignor or owner of the lading.

2. Notification information provided:
 - (a) Car Initial and Number.
 - (b) If contents transferred en route, Carrier will furnish car initial and number of the original car and replacement car.

3. Methods and procedures for notification:

Notification may be sent or given by telephone communication or Electronic Means (see Electronic Means, Item 200). When Consignor or Consignee utilizes an electronic or mechanical device (either in written, oral or keyed data form) notification left on such device will be considered as having been given to Consignor or Consignee, as of the date and time transmitted.

The Consignor/Consignee is responsible for providing Carrier with correct contact or contacts for notification purposes.

4. Carrier will use reasonable efforts at providing said notifications. Notifications are deemed given when sent via Electronic Means or deposited in the U.S. Mail. Carrier assumes no responsibility or liability for the failure of Consignor or Consignee to actually receive said notifications.

ITEM 350 - NOTIFICATION TO CARRIER

- (a) After Constructive Placement, Consignor or Consignee will have until 0001 hours (see Car Days, Item 200) of the next day to furnish required instructions or information.
- (b) If the Consignor/Consignee receives a local operating plan adherence (LOPA) failure notification, the Consignor/Consignee must resubmit order/release information.
- (c) Notification by Electronic Means (see Electronic Means, Item 200) will be considered as having been received by Carrier at date and time Consignee or Consignor furnishes Forwarding Instructions or notification that car is available for movement.

ITEM 400 - SITUATIONS WHEN RELIEF IS PERMISSIBLE

Relief may be requested if the accrued car days are disputed within 5 calendar days from the date the cars are released.

1. **Weather Interference:** When because of earthquakes, tornadoes, hurricanes, floods or heavy snow, the operations of the Consignor or Consignee are disrupted, the demurrage/storage calculations will be adjustment to account for the disruption, provided the disruption exceeds two (2) days in duration. Any cars under Constructive Placement (PCON) on the date of disruption will also have car days adjusted to account for the disruption, if the disruption is affective the ability to actually pace the car that is under PCON.
2. **Frozen or Congealed Lading:** When at the time of placement, lading is frozen or congealed so

as to require heating, thawing, or loosening to unload, Carrier will grant one (1) credit for each day under actual placement that has it lading heated, thawed or loosened, with a maximum of two (2) credits. All cars under Constructive Placement (PCON) at the time the lading contained in a car that has been actually placed is heated, thawed or loosened will receive an adjustment to car days to correspond with the cars that are actually placed, to the extent that the car(s) under PCON are in that status due to insufficient space at customer's facility.

A customer desiring additional credits for unloading shall, prior to the expiration of ten (10) days, after the date on which the car was released, send or give Carrier a written statement certifying the car initial and number, that the lading required heating, thawing or loosening. Carrier will not provide relief for the day on which a car was actually unloaded as certified.

3. **Strike Interference:** When it is impossible to load or unload or receive cars from or make cars available to Carrier because of strike interference at the point where the loading, or unloading or receipt of cars is to be accomplished, demurrage days will be charged at the rate of \$30.00 per day during the period of strike interference, provided: (a) The disruption exceeds five (5) days in duration during one calendar month; and (b) No management personnel or reduced work force is available to perform work.

The provisions of this item will not apply to cars for unloading when waybills are dated four (4) days after the beginning of strike interference, and cars for loading when ordered after the beginning and prior to the ending of strike interference.

ITEM 450 - CAR AWAITING CUSTOMS INSTRUCTIONS, PAYMENT OF DUTIES

Cars delayed on Carrier's tracks longer than forty-eight (48) hours, awaiting completion of 's documentation or payment of duties will begin to accrue normal demurrage and/or storage charges.

ITEM 500 - CARS SUBJECT TO DEMURRAGE

All Railroad Controlled Cars held for or by Consignors or Consignees for any purpose are subject to demurrage rules and charges described in this tariff, except as follows:

1. Demurrage provisions in this tariff will not apply when demurrage rules are provided in contracts or other private agreements (which contracts or agreements must be in writing and signed by both parties to same).
2. Private cars are not subject to demurrage rules except when placed on Public Delivery Tracks for loading or unloading.
3. Assigned cars returned empty to point of assignment while subject to storage rules.
4. If a car is rejected within 24 hours of actual placement, empty cars found to be unsuitable for loading.

ITEM 550 - CARS SUBJECT TO STORAGE

APPLICATION: This item applies to: (see Notes 1 and 2)

1. Loaded and empty Private Cars and loaded and empty Railroad Controlled Cars held on Carrier's tracks under constructive placement after notice of arrival is given to the Consignee or Consignor. Time accrues until the car is "ordered placed" (see Item 200) on private tracks.
2. Loaded Private Cars and Loaded Railroad Controlled Cars held on Carrier's tracks waiting Forwarding Instructions from the Consignor. (See note)

Note 1: Cars will be held at a location of Carrier's choosing, convenient to Carrier's operations.

Note 2: Consignor or Consignee shall additionally be assessed switching charges, per applicable tariffs, when the car is moved from the holding location to the industry's track or from the holding location to outbound interchange.

NON-APPLICATION: Private Car storage provisions do not apply to Private Cars located on private or leased tracks.

ITEM 600 - RULES GOVERNING CARS HELD FOR LOADING

Release: (See Note below)

- (a) A car is released as of the date and time Carrier receives advise that the car is available to be pulled and Forwarding Instructions are provided.
- (b) When Consignor does its own switching, the time a car is held for loading will commence once empty car(s) are placed on interchange tracks, and will continue until car(s) are returned to an industrial interchange track and Carrier receives Forwarding Instructions.
- (c) Cars found to be overloaded or improperly loaded while at origin will not be considered released until the load has been adjusted.

Note: The Consignor or Consignee shall adhere to the established cutoff times and have all switch requests submitted accordingly.

Computation:

- (a) Car Days will be computed from the first 0001 hours (see Car Days, Item 200) after Tender until released with Forwarding Instructions for Railroad Controlled Cars or until placement is made for Private Cars. In the case of Private Cars, the separate calculation for originating storage charges will be computed from the time that the loaded car is pulled and held on railroad controlled tracks by Carrier without Forwarding Instructions to time of receipt of required Forwarding Instructions.
- (b) On cars placed prior to date for which ordered, Car Days will be computed from the first 0001 hours of the date for which the car was ordered until the car is released.
- (c) Empty cars placed without being ordered, will be considered as having been ordered and actually placed on that day.

Credits:

One (1) Credit Day will be earned for each Railroad Controlled Car released for which Forwarding Instructions have been received.

ITEM 650 - RULES GOVERNING CARS HELD FOR UNLOADING

Release: (See Note below)

- (a) A car is released as of the date and time Carrier receives advice that the car is empty and is available to be pulled.
- (b) Cars placed on interchange tracks of a Consignee that performs its own switching must also be returned to the same industrial interchange track for release.
- (c) A car is released when the same car is unloaded and reloaded, when Forwarding Instructions are received by Carrier.
- (d) If a customer advises Carrier that an empty car is available to be pulled, but when Carrier arrives to pull the car and a release order has not been provided by customer, the empty pull timestamp represents release.

Note: The Consignor or Consignee shall adhere to the established cutoff times and have all switch requests submitted accordingly.

Computation: Car Days will be computed from the first 0001 hours (see Car Days, Item 200) after tender until release.

Credits:

- (a) Two (2) Credit Days will be earned for each car released from unloading.
- (b) One (1) additional Credit Day will be provided when the same car is reloaded with a revenue load. (Ex: When car is held for revenue loading after being emptied, in one continuous transaction, a total of three (3) Credit Days will be earned.)

ITEM 700 - RULES GOVERNING CARS HELD FOR PURPOSES OTHER THAN LOADING OR UNLOADING

This item applies to car held:

- (a) On orders of the Consignor or Consignee,
- (b) While awaiting Disposition from the Consignor or Consignee, or
- (c) As a result of conditions attributable to the Consignor or Consignee.

Disposition: That information, which allows Carrier to either tender or release the car from the Consignor's or Consignee's account.

Release: Date and time that Carrier receives advice that the car is released and Forwarding Instructions are given on cars.

Computation: Car Days will be computed from the first 0001 hours: (see Car Days, Item 200).

- (a) After Tender until Release, on cars partially unloaded or reconsigned.
- (b) After Tender until date of refusal on refused loaded cars (Consignee).
- (c) After arrival at final online destination until date of credit approval/received payment on non-credit cars.

Credits: No Credit Days will be earned for a car that is released.

ITEM 750 - RULES GOVERNING CARS IN GRAIN UNITS

The following definitions apply with respect to Grain Units (see Grain Units, Item 200).

Loading: The complete or partial loading of all cars supplied within 24 hours of actual placement, conformity to Carrier's loading and clearance rules, including the furnishing of Forwarding Instructions.

Tender: The notification of actual or constructive placement of multiple empty cars (minimum of 45 cars), placed on orders of the Consignor.

Release:

- (a) Date and time Carrier receives advice by Electronic Means (see Electronic Means, Item 200), that all cars are available and Forwarding Instructions are provided.
- (b) Cars found to be overloaded or improperly loaded while at origin will not be considered released until the load has been adjusted.
- (c) For empty cars placed on interchange tracks of a Consignor that performs its own switching, the time for calculating Gain Unit Car Days will also continue until cars are returned by Consignor to the same industrial interchange track.

Computation: Gain Unit Car Days will begin immediately upon the completion of the Actual Placement of all cars of the Grain Unit (minimum of 45 cars) and will continue until the Grain Unit is released.

Credits: One (1) Credit Day per Grain Unit will be earned, when Grain Unit is released.

Demurrage Calculation:

1. Total Grain Unit Car Days will be added (Grain Unit Car Days included Holidays, [see Holidays, Item 200] and days that a Consignor or Consignee is not serviced by Carrier.
2. If total Gain Unit Car Days exceed one (1) then each car of the Grain Unit will be charged \$100 for each day or fraction thereof that exceeds one (1).

ITEM 800 - RULES GOVERNING STORAGE OF ASSIGNED CARS

1. **NOTICE OF ARRIVAL:** Notice will be given Consignor or Consignee within 24 hours after arrival of car at Hold Point (see Hold Point, Item 200).
2. **STORAGE DAYS:** Chargeable storage days will commence from the first 0001 hours (see Time, Item 200) following notice of arrival or Constructive Placement and continue until the car is ordered to be actually placed.
3. **STORAGE RULES:**
 - (a) Storage charges will be assessed against online Consignor or Consignee.
 - (b) Settlement of charges will be made on a monthly basis on all cars ordered from storage during each calendar month.
 - (c) Zero (0) Credit Days will be given on each car placed in storage. Storage charges accrue until the car is placed ordered to be actually placed.
 - (d) Chargeable storage rate is \$60.00 per day.
 - (e) Consignor or Consignee shall additionally be assessed switching charges, per applicable tariffs, when the car is moved from the holding location to the industry's track or from the holding location to outbound interchange.

- (F) Demurrage charges shall also be assessed on a Railroad Controlled Cars while held in storage.

ITEM 900 - STORAGE OF RAILWAY EQUIPMENT MOVING ON OWN WHEELS

1. APPLICATION:

This item applies to railway equipment held on Carrier's tracks that will or has moved on its own wheels as freight subject to transportation charges.

2. STORAGE DAYS WILL COMMENCE:

- (a) At origin or en route: From the first 0001 hours (see Time, Item 200) following receipt of the equipment and continuing until a document is given to Carrier containing all necessary information to forward the equipment.
- (b) At designation: From the first 0001 hours (see Time, Item 200) after notice of arrival if given to Consignee within 24 hours after arrival of equipment at hold point.)

3. STORAGE RULES:

- (a) Unless otherwise advised, charges will be assessed to Consignor, if delays occurred at origin or en route, or Consignee if storage days occurred at destination.
- (b) Settlement of charges will be made on an individual basis for equipment released from storage during each calendar month.
- (c) Zero (0) credit days will be allowed on each car released from storage.
- (d) Chargeable storage rate is \$60.00 per day.

ITEM 950 - DEMURRAGE / STORAGE RULES

Billing will be tendered on a monthly basis for all cars released during a calendar month. Billing will be made per customer per station.

- 1. Billing cannot be combined for customers having facilities at separate stations.
- 2. Credit Days and Car Day charges for cars held for unloading or other purposes will be kept separately from cars held for loading.
- 3. Credit Days can only be used to offset Car Days on the car under which they were earned. Any excess credits on an individual car cannot be carried forward in the calculation of demurrage / storage charges on any other car.
- 4. Where Credit Days earned on one car exceed Car Days on the same car, the car shall be deemed to be free of demurrage for that cycle.
- 5. Credit Days earned in one calendar month cannot be carried over the another month.
- 6. Demurrage / Storage charges will be assessed to Consignor at origin or Consignee at destination, as applicable.
- 7. All days count, including Saturdays and Sundays. Holidays will not be subject to demurrage (see Holidays, Item 200).
- 8. Demurrage / storage charges will be suspended while cars are in bad order, pull turn, or pull weigh status.

ITEM 1000 - DEMURRAGE / STORAGE CALCULATION

1. Car Days less Credit Days for each Railroad Controlled Car will be added. Car Days are net of Holidays (see Holidays, Item 200).
2. If total Credit Days equal or exceed total Car Days for any Railroad Controlled Car, demurrage charges will not be assessed for that specific Railroad Controlled Car.
3. The number of chargeable days will be assessed as shown in Item 1010.

ITEM 1010 - DEMURRAGE / STORAGE APPLICATION

<u>Demurrage Application</u>	<u>Loading Credits</u>	<u>Unloading Credits</u>	<u>Per Car Daily Charge</u>
Railroad Controlled Cars	1	2	\$100.00
Other than loading/unloading	0	0	\$100.00

<u>Storage Application</u>	<u>Loading Credits</u>	<u>Unloading Credits</u>	<u>Per Car Daily Charge</u>
Empty Private Cars	0	0	\$60.00
Loaded Private Cars	0	0	\$60.00
Empty Railroad Controlled Cars	0	0	\$60.00
Loaded Railroad Controlled Cars	0	0	\$60.00
Assigned Cars	0	0	\$60.00

ITEM 1012 - HAZARDOUS COMMODITIES

For commodities listed below, the following provisions apply in lieu of item 1010.

For Hazardous Material other than Toxic Inhalation Hazardous (TIH) held on Carrier's tracks, whether loaded or an empty residue car, a per car daily charge of \$100.00 will be assessed.

For Toxic Inhalation Hazardous (TIH) held on Carrier's tracks, whether loaded or empty residue car, a per car daily charge of \$1000.00 per day will be assessed.

ITEM 1015 - STORAGE OF EXPLOSIVE, HAZARDOUS MATERIALS, SUBSTANCES OR WASTE

Subject to publication BOE 600 - Hazardous materials regulations of the Department of Transportation.

The hazardous material charge shown in Item 1012 will be in addition to demurrage and storage charges provided in Items 1010 and 1100.

In addition, in the event that customers causes cars to be held on Carrier's property in violation of 49 CFR 174.14, customer shall indemnify Carrier against any governmental fines incurred as a result of such violation and any costs or losses arising from any release from such cars caused by defects in the cars, commodities being stored in rail cars beyond car-tolerance limits, or acts of God such as hurricanes, tornadoes, earthquakes, fires, floods, etc., that occur will such cars are being held in violation of 49 CFR 174.14.

Application: This item applies to all cars held on Carrier's tracks (excluding leased tracks) containing:

- (a) Class A, B or C Explosives, named in Part 172 Commodity List, Publication BOE 6000.
- (b) Hazardous materials, substances or wastes requiring the use of 4-digit identification number on shipping document.

ITEM 1100 - LEASE TRACK OVERAGE

In the event a customer makes arrangements with Carrier to have a lease track agreement at a certain location, and the number of rail cars described in the lease track agreement at that location exceeds the capacity of the track space allocated pursuant to the application lease track agreement, storage charges in accordance with Item 1010 will be assessed. No free time or credits will be allowed. Lease track excess is not provided relief against Holidays. Applicable intra-terminal or inter-terminal switch charges will be assessed when the cars are requested to be spotted, or moved from the plant to the lease track for forwarding.

- END -