

**COLUMBIA BASIN RAILROAD COMPANY, INC.
CENTRAL WASHINGTON RAILROAD**



**CBRW - CWA
GENERAL TARIFF 1000-A**
(Cancels FT CBRW 1000)

ISSUED: June 5, 2019

EFFECTIVE: June 25, 2019

**ISSUED BY
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<p align="center">PLAN OF TARIFF</p> <p>SECTION I - Switching and Accessorial Provisions SECTION II - Demurrage and Storage Provisions SECTION III - Hazardous Materials & Toxic Inhalation/ Poison Hazard Material Provisions SECTION IV - Credit Terms and Security Deposit</p>	<p align="center">GENERAL RULES</p>
<p align="center">SUBSCRIBING CARRIERS</p> <p>This tariff is issued for the accounts of:</p> <p>Columbia Basin Railroad Company, Inc. (CBRW) Central Washington Railroad Company (CWA).</p>	<p>ITEM 5</p> <p align="center">STATION LISTS AND CONDITIONS</p> <p>This tariff is governed by Tariff OPSL 6000-Series, as follows:</p> <p>A. For additions or changes in Name, Location, or Abandonment of Stations. B. Prepay Requirements. C. Restrictions as to acceptance of delivery of freight. D. Changes in station facilities. E. When a station is abandoned, all provisions applicable thereto are cancelled, effective on the date of abandonment.</p>
<p align="center">GOVERNING TARIFFS</p> <p>This tariff is governed, except as otherwise provided, by OPSL 6000-Series, STCC 6001-Series, UFC 6000-Series and BOE 6000-Series.</p>	<p>ITEM 10</p> <p align="center">REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.</p> <p>When reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.</p>
	<p>ITEM 20</p> <p align="center">CONSECUTIVE NUMBERS</p> <p>Where consecutive numbers are represented in this tariff by the first and last number 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.</p>
	<p>ITEM 30</p> <p align="center">METHOD OF CANCELLING ITEMS</p> <p>As this tariff is supplemented, numbered items with letter suffixes cancel corresponding numbered items in the original tariff or in a prior supplement. Letter suffixes will be issued in alphabetical sequence starting with A.</p> <p>Example: Item 25-A cancels Item 25. Item 50-B cancels item 50-A in a prior supplement which in turn cancelled item 50.</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

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GENERAL RULES	GENERAL RULES
<p>ITEM 40</p> <p align="center">METHOD OF DENOTING REISSUED MATTER IN SUPPLEMENTS</p> <p>Matter brought forward without change from one supplement to another will be so designated. To determine the original effective date, consult prior supplements in which such matter first became effective.</p>	<p>ITEM 100</p> <p align="center">DEFINITIONS</p> <p>The following definitions define and govern the provisions outlined in this tariff.</p> <p>ACTUAL PLACEMENT – When a car(s) is placed in an accessible position for loading or unloading or, at a point designated by the consignor or consignee.</p>
<p>ITEM 50</p> <p align="center">CAR DEMURRAGE RULES AND REGULATIONS</p> <p>All cars handled under this tariff will be subject to demurrage rules and charges. See Section II for Demurrage and Storage Provisions and 9002- Series Charge Catalogs for each Subscribing Carrier.</p>	<p>APPROPRIATE: To commence the loading, use or control of a car without benefit of a car order.</p> <p>BUNCHING - Cars originating at the same point on different dates, moving via the same route and consigned to one consignee at one point are bunched and tendered for delivery in accumulated numbers.</p> <p>CONSIGNEE – The party to whom a shipment is consigned, or the party entitled to receive the shipment.</p> <p>CONSIGNOR – The party in whose name a car(s) is ordered; or the party who furnishes forwarding directions.</p>
	<p>CONSTRUCTIVE PLACEMENT – When a car cannot be actually placed or delivered because of any condition attributable to the consignee, consignor, loader or unloader, such car will be held on Subscribing Carrier's tracks and notice will be sent or given to the party entitled to receive notification that the car is held awaiting disposition instructions. Such cars which have been placed by Subscribing Carrier on private or other than public delivery tracks, including lead tracks serving the loader or unloader, will be considered constructively placed without notice.</p> <p>DEMURRAGE DAY – A twenty-four (24) hour period (calendar day), or part thereof, commencing 0001 after tender.</p> <p>DISPOSITION – Information, including forwarding instructions or release, that allows the railroad to either tender or release the car(s) from the consignor's or consignee's account.</p> <p>EMPTY RELEASE INFORMATION – Advice provided by the consignee to authorized personnel, that the car(s) is unloaded and available. This information must include the identity of the consignee, party furnishing information, and the car(s) initial and number.</p> <p>FORWARDING INSTRUCTIONS – Shipping instructions provided at the point of loading that contain all of the necessary information to transport the shipment to its final destination.</p> <p>LEASE TRACK – Track(s) assigned to a Lessee through a written agreement. Lease tracks will be treated the same as private tracks.</p> <p align="center">(Continued on next page)</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

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GENERAL RULES	GENERAL RULES
<p>ITEM 100 (Cont'd)</p> <p align="center">DEFINITIONS</p> <p>LOADING – The complete or partial loading of car(s) in conformity with loading and clearance rules and, the furnishing of forwarding instructions.</p> <p>LOADED CAR(S) – A car(s) that is completely or partially loaded.</p> <p>NOTIFICATION – When required, written or verbal notification will be furnished to the parties entitled to receive notice that the car(s) is available for loading, unloading, or otherwise impacted by demurrage provisions. When consignee utilizes an electronic or mechanical device to accept messages (either in written or oral form), notification left on such device will be considered as having been given to consignee.</p> <p>OTHER THAN PUBLIC DELIVERY TRACK – Any trackage assigned for individual use, including privately owned or leased tracks.</p> <p>PARTIAL UNLOADING – The partial unloading of a car(s) and furnishing of the proper forwarding or handling instructions.</p> <p>PRIVATE CAR(S) – A car(s) bearing other than railroad reporting marks that is not railroad controlled.</p> <p>PRIVATE TRACK – Tracks that are not owned or leased by the railroad.</p> <p>PUBLIC DELIVERY TRACK – Track that is open to the general public for loading and unloading.</p> <p>RAILROAD CONTROLLED CAR(S) – A car(s) bearing other than railroad reporting marks that is either leased or controlled by a railroad.</p> <p>REFUSED LOADED CAR(S) – When the original loaded car(s) is refused at destination without being unloaded.</p> <p>RELOADING – When a car(s) is held for loading after being released as an empty.</p> <p>RUN-AROUND OF CAR(S) – By request of the consignor or consignee, recently tendered cars are placed ahead of cars previously tendered.</p> <p>SHIPPER – Consignee, Consignor, or payor of freight</p> <p>SHIPPER ASSIGNED CAR(S) – Specific empty car(s) assigned to a particular shipper for their exclusive use.</p> <p align="center">(Continued in next column)</p>	<p>ITEM 100 (Cont'd)</p> <p align="center">DEFINITIONS</p> <p>SUBSCRIBING CARRIER – Columbia Basin Railroad Company, INC. (CBRW); Central Washington Railroad Company (CWA)</p> <p>TENDER - The notification, actual or constructive placement, of an empty or loaded car(s).</p> <p>UNLOADING – The complete unloading of a car(s) including dunnage and waste, and the advice received from the consignee that the car(s) is empty and available to the railroad.</p> <hr/> <p>ITEM 110 [A]</p> <p align="center">LIMITATION OF LIABILITY</p> <p>Notwithstanding anything to the contrary in this Tariff, liability for loss and or damage of lading transported by Subscribing Carrier is limited to one hundred thousand dollars (\$100,000) per railcar. If liability coverage beyond that provided herein is desired, the Subscribing Carrier must be contacted for charges to apply prior to tendering such shipment to the Subscribing Carrier for rail transportation.</p> <p>In no circumstances whatsoever, howsoever arising, shall the Subscribing Carrier be liable for consequential or indirect damages including but not limited to loss or profit, loss of market or mobilization/demobilization expenses.</p> <p>This limit of liability as well as any other defense, exclusion or limitation of liability set out in this Tariff shall apply in all circumstances including where the delay, loss and/or damage to commodity(s) resulted in whole or in part from negligence, gross negligence or willful misconduct of the Subscribing Carrier, its servants or agents.</p>
<p align="center">For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

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EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

BOE - Bureau of Explosives
CBRW - Columbia Basin Railroad Company, Inc.
CWA - Central Washington Railroad Company
ETD - Et cetera
FT - Freight Tariff
OPSL - Official Railroad Station List
STCC - Standard Transportation Commodity Code
UFC - Uniform Freight Classification