

MBR FREIGHT TARIFF 8002-A

FREIGHT TARIFF MBR 8002-A

(For cancellations, see Item .05, this tariff)

**SWITCHING, DEMURRAGE AND MISCELLANEOUS
RULES AND CHARGES
APPLYING
AT
STATIONS ON THE

CAMP CHASE RAILWAY
CHESAPEAKE AND INDIANA RAILROAD
TRANSKENTUCKY TRANSPORTATION RAILROAD
VERMILION VALLEY RAILROAD
YOUNGSTOWN AND SOUTHEASTERN RAILROAD**

FREIGHT TARIFF

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

ISSUED: December 8, 2022

EFFECTIVE: January 1, 2022

ISSUED BY

**Commercial Department
Midwest and Bluegrass Rail
1010 N Ambassador Drive
Suite 105
Kansas City, MO 64135
www.mbrail.com**

| TABLE OF CONTENTS | |
|---|------|
| DESCRIPTION | ITEM |
| RULES AND REGULATIONS - GENERAL: | |
| CANCELLATION NOTICE..... | .05 |
| CAPACITY AND DIMENSIONS OF CARS..... | 50 |
| DESCRIPTION OF GOVERNING CLASSIFICATION AND EXCEPTIONS..... | 40 |
| EXPLOSIVES AND DANGEROUS ARTICLES..... | 45 |
| LIST OF PARTICIPATING CARRIERS..... | 1 |
| METHOD OF CANCELING ITEMS..... | 10 |
| REFERENCE TO TARIFFS, SUPPLEMENTS, ETC..... | 5 |
| STATION LIST AND CONDITIONS..... | 55 |
| RULES AND REGULATIONS - UNLIMITED: | |
| CARMACK LIABILITY..... | 70 |
| DIMENSIONAL SHIPMENTS AND SHIPMENTS EXCEEDING MAXIMUM GROSS WEIGHT ON RAIL..... | 75 |
| HAZARDOUS MATERIALS..... | 80 |
| LIABILITY AND INDEMNIFICATION..... | 70 |
| PAYMENT OF CHARGES | 60 |
| SECURITY DEPOSIT..... | 65 |
| SECTION 1 - MISCELLANEOUS RULES AND CHARGES: | |
| ARTICULATED CARS..... | 190 |
| BILL OF LADING..... | 100 |
| RE-SPOTTING (SET-BACK) CHARGE..... | 150 |
| CARS INTERCHANGED IN ERROR..... | 175 |
| CARS ORDERED AND NOT USED..... | 115 |
| CARS RECEIVED IN INTERCHANGE WITHOUT PROPER FORWARDING OR BILLING NSTRUCTIONS | 172 |
| CARS RELEASED, NOT READY TO PULL..... | 140 |
| CARS RETURNED TO MBR RAILROAD BY CONNECTING CARRER DUE TO CUSTOMER ERROR..... | 130 |
| CHARGE FOR SUBMITTING ELECTRONIC BILLING..... | 137 |
| (Continued in next column) | |

| TABLE OF CONTENTS (Cont'd) | |
|--|------|
| DESCRIPTION | ITEM |
| SECTION 1 - MISCELLANEOUS RULES AND CHARGES (Cont'd) | |
| DIVERSION..... | 198 |
| FAILURE TO LOAD CARS..... | 145 |
| FAILURE TO PULL INTERCHANGE..... | 180 |
| FIRST PLACEMENT CONSTITUTES DELIVERY... | 196 |
| IDLER/BUFFER CARS..... | 185 |
| IMPROPER CARS FURNISHED FOR LOADING BY CONNECTING LINES..... | 120 |
| LOADED CARS RELEASED BY CUSTOMER WITHOUT PROPER BILLING OR DISPOSITION INSTRUCTIONS..... | 135 |
| OPENING & CLOSING DOORS..... | 192 |
| OVERLOADED RAIL CARS..... | 106 |
| REFUSED OR REJECTED LOADED CARS..... | 125 |
| RE-SPOTTING (SET-BACK) CHARGES | 150 |
| REPOSITIONING CARS OF ONE CUSTOMER IN ORDER TO SERVE ANOTHER CUSTOMER..... | 170 |
| REPOSITIONING CARS TO EFFECT CUSTOMER REQUEST..... | 165 |
| RETURN OF PALLETS, PLATFORMS, SKIDS, CONTAINERS, CARRIERS OR OTHER SHIPPING DEVICES..... | 160 |
| SPECIAL TRAIN SERVICE..... | 102 |
| TRANSLOAD STORAGE..... | 110 |
| TURNING OF CARS..... | 104 |
| WEIGHING RAILCARS..... | 194 |
| SECTION 2 - SWITCHING: | |
| DEFINITION OF INTRA-PLANT SWITCHING..... | 205 |
| DEFINITION OF INTRA-TERMINAL SWITCHING..... | 210 |
| DEFINITION OF LOCAL SWITCHING..... | 215 |
| INTRA-PLANT SWITCHING CHARGE..... | 220 |
| INTRA-TERMINAL SWITCHING CHARGE..... | 225 |
| LOCAL SWITCHING CHARGE..... | 230 |
| SWITCH MAINTENANCE..... | 240 |
| (Continued on next page) | |

For explanation of terms, abbreviations and reference marks, see last page of tariff.

| TABLE OF CONTENTS (Cont'd) | |
|--|------|
| DESCRIPTION | ITEM |
| SECTION 2 - SWITCHING: | |
| SWITCHING..... | 200 |
| SWITCHING CHARGE ON CARS MOVING INTO AND OUT OF STORAGE..... | 250 |
| SECTION 3 - STORAGE RULES AND CHARGES: | |
| STORAGE OF BAD ORDERED AND SHOPPED CARS..... | 320 |
| STORAGE OF LOADED OR EMPTY PRIVATE CARS..... | 300 |
| STORAGE OF RAILROAD MARKED CARS..... | 310 |
| SWITCHING CHARGES ON CARS MOVED TO AND FROM STORAGE TRACKS..... | 330 |
| SECTION 4 - DEMURRAGE AND STORAGE RULES AND CHARGES: | |
| CARS HELD FOR COMPLETE UNLOADING..... | 415 |
| CARS HELD FOR LOADING..... | 410 |
| DEMURRAGE AND STORAGE CLAIMS..... | 425 |
| DEMURRAGE LIABILITY..... | 402 |
| DEMURRAGE AND STORAGE: PURPOSE AND GENERAL RULES..... | 400 |
| DEMURRAGE CHARGES..... | 450 |
| DEMURRAGE CHARGE CHART (Non- Hazardous Commodities)..... | 455 |
| FREE TIME FOR DEMURRAGE STORAGE..... | 420 |
| HOLIDAYS..... | 440 |
| NOTIFICATION TO CONSIGNOR OR CONSIGNEE..... | 404 |
| NOTIFICATION TO MBR RAILROAD..... | 408 |
| (Continued in next column) | |

| TABLE OF CONTENTS (Cont'd) | |
|---|------------|
| DESCRIPTION | ITEM |
| SECTION 4 - DEMURRAGE AND STORAGE RULES AND CHARGES: (Continued): | |
| STORAGE CHARGES..... | 460 |
| STORAGE CHARGE CHART (Non-Hazardous Commodities)..... | 465 |
| TRACK OCCUPANCY- LOADED PRIVATE, NON-HAZARDOUS CARS HELD IN A TRANS- LOAD TERMINAL..... | 435 |
| TRACK OCCUPANCY CHARGES..... | 490 |
| SECTION 3 - GLOSSARY OF TERMS: | |
| GLOSSARY OF TERMS..... | 500 |
| EXPANATION OF ABBREVIATIONS AND REFERENCE MARKS..... | Page 20 |

For explanation of terms, abbreviations and reference marks, see last page of tariff.

FT MBR 8002-A

| RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL | RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL |
|---|--|
| <p>ITEM .05</p> <p align="center">CANCELLATION NOTICE</p> <p>Freight Tariff MBR 8002-A cancels FT MBR 8002.</p> <p>Provisions formerly shown in Freight Tariff MBR 8002 and not brought forward in Freight Tariff 8002-A are hereby canceled.</p> | <p>ITEM 40</p> <p align="center">DESCRIPTION OF GOVERNING CLASSIFICATION AND EXCEPTIONS</p> <p>The terms "Governing Classifications" and "Uniform Freight Classification" when used herein, mean: Uniform Freight Classification 6000-series, issued by National Railroad Freight Committee Agent.</p> |
| <p>ITEM 1 [C]</p> <p align="center">LIST OF PARTICIPATING CARRIERS</p> <p>Where reference is made in this tariff to MBR Railroad, it includes the following railroads:</p> <p>CAMY - Camp Chase Rail, LLC CKIN - Chesapeake & Indiana Railroad Co. Inc. TTIS - Transkentucky Transportation Railroad [A] VVR - Vermillion Valley Railroad Co. Inc. YSRR - Youngstown & Southeastern Railroad, LLC</p> | <p>ITEM 45</p> <p align="center">EXPLOSIVES AND DANGEROUS ARTICLES</p> <p>For rules and regulations governing the transportation of explosives and other dangerous articles by freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Tariff BOE 6000-Series.</p> |
| <p>ITEM 5</p> <p align="center">REFERENCE TO TARIFFS, SUPPLEMENTS, ETC.</p> <p>Where reference is made in this tariff or supplements to other publications for rates or other information, it includes "supplements thereto or successive issues thereof". Where reference is made in this tariff to items, it includes "reissues" of such items.</p> | <p>ITEM 50</p> <p align="center">CAPACITY AND DIMENSIONS OF CARS</p> <p>For marked capacities, length, dimension and cubical capacities of cars, see Official Railway Equipment Register, RER 6414 Series, issued by R.E.R. Publishing Corporations, Agent.</p> |
| <p>ITEM 10</p> <p align="center">METHOD OF CANCELING ITEMS</p> <p>As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff, or in a prior supplement. Letter suffixes will be used in alphabetical sequences starting with "A".</p> <p>Example: Item 100-A cancels Item 100. Item 100-B cancels 100-A.</p> | <p>ITEM 55</p> <p align="center">STATION LIST AND CONDITIONS</p> <p>This tariff is governed by Official Railroad Station List OPSL 6000 Series to the extent shown below:</p> <p align="center">PREPAY REQUIREMENTS AND STATION CONDITIONS</p> <p>(A) For additions and abandonments of stations, and, except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities, etc.</p> <p>When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station as published in this tariff are inapplicable on and after that date.</p> <p align="center">STATION NUMBERS</p> <p>(B) For station numbers of stations shown or referred to in this tariff.</p> |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p> | |

FT MBR 8002-A

| RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED | RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED |
|---|--|
| <p>ITEM 60</p> <p align="center">PAYMENT OF CHARGES</p> <p>Customer shall be liable for payments of the transportation charges accruing on a shipment and nothing herein shall limit the right of the MBR Railroad to require at time of movement, shipment or delivery the prepayment or guarantee of charges set forth herein, unless Customer has entered into an agreement for credit with the MBR Railroad. Customer will pay MBR Railroad immediately upon presentation of a bill therefor by MBR Railroad. If charges have not been prepaid, or customer has not entered into an agreement for credit with MBR Railroad, the MBR Railroad will not accept shipment from customer, make delivery of shipment to customer or accept request for any other movement of car without payment or guarantee of all outstanding or current charges.</p> <p>Acceptance of shipment by Customer shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including, but not limited to demurrage, switching and all other charges that may be applicable. Such payment shall be in U.S. money and cannot be reduced to offset claims, damages to property, or for any other reasons.</p> <p>FINANCE CHARGES: The MBR Railroad will assess a finance charge of 1.5% per month (18% per annum) on unpaid bills, including, without limitation, demurrage, switching and all other charges which are not paid within credit period. The finance charge continues to accrue daily until payment is received by MBR Railroad.</p> <p>If MBR Railroad, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and MBR Railroad is successful in collecting such charges, Customers shall reimburse MBR Railroad for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.</p> | <p>ITEM 65</p> <p align="center">SECURITY DEPOSIT</p> <p>For customers who have established credit with MBR Railroad, a deposit to secure payment of all charges, including, demurrage, storage, detention, switching or other accessorial charge that may accrue will be required from such customer who has failed to pay demurrage, storage, detention, switching or other accessorial charges when due under applicable laws and regulations. (Customers as referred to herein shall mean any and all consignors, consignees, beneficial owners or other responsible parties.)</p> <p>The deposit must be paid before any freight car or trailer is delivered to such customer for loading or unloading.</p> <p>The minimum deposit for each freight car will be the average amount per freight car of demurrage, detention, storage, switching or other accessorial charges outstanding at the time this tariff provision is invoked against Customer. The maximum amount of deposit will be determined by MBR Railroad's credit office or through other alternative forms of security. The credit office may waive the minimum deposit per car by accepting a revolving deposit of \$1,000.00 to \$50,000.00 based on traffic volume. The deposit will be held in an escrow account to guarantee payment of and to be applied against any switching, demurrage, detention, storage or other accessorial charges which may accrue since the implementation of the security deposit arrangement.</p> <p>MBR Railroad will refund the deposit or balance of the deposit within thirty (30) days after notification by its agents that the equipment has been released to MBR Railroad. Any switching, demurrage, detention, storage or other accessorial charges will be deducted from the deposits before any refunds are made. The deposit or balance of the deposit may be transferable to another freight car to cover charges incurred since the implementation of the security deposit arrangement.</p> <p>Security deposits will no longer be required after the Customer has paid all outstanding switching, demurrage, detention, storage and other accessorial charges and has given assurance in writing to the satisfaction of MBR Railroad's credit office that future switching, demurrage, detention, storage and other accessorial charges will be paid within the credit period.</p> |
| | |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p> | |

| RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED | RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED |
|--|--|
| <p>ITEM 70</p> <p style="text-align: center;">LIABILITY AND INDEMNIFICATION</p> <p>49 U.S.C. Section 11706 provides for full-value liability and other liability terms for the rail carrier and the Customer. In order for a shipment to be subject to the terms of 49 U.S.C. Section 11706, the Customer must comply with all of the following provisions:</p> <ol style="list-style-type: none"> 1. On shipments that the Customer chooses Carmack Liability protection, Customer must contact the MBR Railroad no less than 72 hours prior to movement by the MBR Railroad for Charges to apply. 2. If Customer does not elect Carmack Liability protection, MBR Railroad will assume liability for freight claims subject to the following limitations: <ol style="list-style-type: none"> (a) The Minimum Claim for loss or damage to freight is \$250.00. (b) MBR Railroad's Maximum liability for loss or damage to freight is \$250,000.00. (c) Individual pricing documents may contain different limits of liability which take precedence over the provisions set forth herein. 3. Customer agrees to defend, indemnify and hold harmless the MBR Railroad from any loss, damage, personal injuries or death resulting from Customer's negligence, improper loading; or, defects in or failure of railcars and equipment. 4. Acceptance of a shipment by the MBR Railroad for transportation shall not be considered as a waiver of Customer's liability. 5. The MBR Railroad shall not be liable for any loss, damage or injury caused by an act of God, the public enemy, act of the Customer, a public authority, or inherent vice or nature of the goods. MBR Railroad shall not be liable for any loss, damage or injury due to Customer's negligence, improper loading or defective equipment. | <p>ITEM 75 [C]</p> <p style="text-align: center;">DIMENSIONAL SHIPMENTS AND SHIPMENTS EXCEEDING MAXIMUM GROSS WEIGHT ON RAIL</p> <p>The MBR Railroad will not accept in interchange shipments of excessive dimensions, nor shipments exceeding maximum gross weight on rail (car and lading) (CAMY 286,000 lbs., CKIN 286,000 lbs., TTIS 286,000 lbs., VVRR 286,000 lbs. and YSRR 286,000 lbs.), unless prior arrangements have been made with the MBR Railroad.</p> <p>A charge of \$400.00 per car will be assessed delivering carrier for the return and/or setback of such cars interchanged to the MBR Railroad.</p> <p>ITEM 80</p> <p style="text-align: center;">HAZARDOUS MATERIALS</p> <p>Shipments of Hazardous Materials will not be accepted in interchange unless prior arrangements have been made with the MBR Railroad (See Note).</p> <p>Note: On shipment of any Hazardous Material accepted by the MBR Railroad, shipper shall indemnify the MBR Railroad and hold the MBR Railroad harmless for any and all loss, liability or cost whatsoever that the MBR Railroad may incur or be held responsible for, to the extent that such liability is due to, or arises from:</p> <ol style="list-style-type: none"> (a) defects in or failure of shipper's cars and equipment, (b) a failure of shipper or shipper's agent to conduct proper or appropriate pre-shipment inspection of the cars as described in 49 CFR Sec. 173.31 (d) or (c) misidentification of commodity shipped. <p>The foregoing indemnification shall not apply to any loss or liability caused by or due to the MBR Railroad's failure to conduct pre-departure inspections as described in 49 CFR Sec. 174.9 or failure to follow AAR interchange rules, or any other liability resulting from the MBR Railroad's negligence.</p> |
| | <p>The above provisions apply to shipments of Classes A, B or C explosives, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, and Hazardous Materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, while held on the MBR Railroad premises.</p> |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p> | |

FT MBR 8002-A

| <p align="center">SECTION 1 MISCELLANEOUS RULES AND CHARGES</p> | <p align="center">SECTION 1 MISCELLANEOUS RULES AND CHARGES</p> |
|---|---|
| <p>ITEM 100</p> <p align="center">BILL OF LADING</p> <p>In order to ship a rail car, Customer must issue a railroad Bill of Lading (BOL). If MBR Railroad has to prepare Bill of Lading, Customer will be assessed a service charge of \$200.00 per Bill of Lading.</p> | <p>ITEM 102 (Cont'd)</p> <p align="center">SPECIAL TRAIN SERVICE</p> <p>Charges for special train service are subject to the MBR Railroad established credit policy. Customers without approved credit with the MBR Railroad may be required to submit payment for the estimated special train service charges prior to the service being scheduled by the MBR Railroad.</p> |
| <p>ITEM 102</p> <p align="center">SPECIAL TRAIN SERVICE</p> <p>Special train service is the movement of a train or rail cars in other than normal, regularly scheduled service and performed at the request of, or for the need of, a specific shipment and/or customer. Special train service may include high and wide shipments, excessive weight loads or other conditions that are not handled during normal train operations. The MBR Railroad may require special train service on specific shipments due to the characteristics of that shipment.</p> <p>Requests for special train service must be made in writing in advance to the MBR Chief Operations Officer via the customer service department. Such requests must contain any pertinent shipment information for the MBR Railroad to accept/decline and schedule special train service. The MBR Railroad may restrict or modify requests for special train service.</p> <p>Charges for special train service are in addition to all other freight and accessorial charges for the car(s) handled. The number of 'service hours' furnished by special train service is calculated from the crew's on-duty time to their off-duty time.</p> <p>Charges:</p> <p>Special train service when the train crew is NOT used exclusively to perform the service of the requesting customer - \$1,400.00 per event.</p> <p>Special train service when the train crew IS provided for the exclusive use of the requesting customer, up to eight (8) hours - \$3,000.00 per event and/or crew.</p> <p>Special train service when the train crew IS provided for the exclusive use of the requesting customer, exceeding eight (8) hours but not exceeding twelve (12) hours - \$5,300.00 per event &/or crew.</p> <p>Additional locomotive(s) for a special train - \$750.00 per additional locomotive per event.</p> <p>Cancellation of requested and scheduled special train service - \$600.00 per event.</p> <p align="center">(Continued in next column)</p> | <p>ITEM 104 [C]</p> <p align="center">TURNING OF CARS</p> <p>Turning of cars is offered at the following locations:</p> <p>La Crosse, IN (CKIN) Paris, KY (TTIS) [A] Signal, OH (YSRR)</p> <p>The MBR Railroad will turn a car upon written request by the customer who will be paying for this service.</p> <p>Charges for the turning of a car are \$500.00 per car when the turning is performed on or within the customer's private siding or performed on MBR Railroad tracks in the immediate switching terminal area.</p> <p>Charges for the turning of a car are \$500.00 per car plus applicable charges railroad or private car movement charges as published in Item 200 when the turning is performed on MBR Railroad tracks outside the immediate switching terminal area.</p> <p>Charges for turning a rail car are in addition to inbound or outbound freight charges for that rail car.</p> <p>ITEM 106</p> <p align="center">OVERLOADED RAIL CARS</p> <p>The MBR Railroad will assess a charge of \$900.00 per car on each car that is determined to be overloaded when loaded on, or interchanged to, the MBR Railroad.</p> <p>The customer is responsible for any damage to the railcar caused by overloading of the railcar.</p> <p>Cars found to be overloaded must be partially unloaded to the weight limit of the railcar by the customer at the customer's expense where placed by the MBR Railroad for offloading. Demurrage charges will be assessed on the overloaded car from the day the shipper is notified of the overloaded car until the car is accepted by the MBR Railroad as being within the lading limits of the car. No demurrage 'free' days will be allowed on overloaded cars.</p> <p>If the MBR Railroad Transportation Department determines that car can be returned to the shipping point for offloading of the excessive lading the switching charge contained in Item 200 of this tariff will be accessed in addition to the charges in this item.</p> |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p> | |

| <p>SECTION 1 MISCELLANEOUS RULES AND CHARGES</p> | <p>SECTION 1 MISCELLANEOUS RULES AND CHARGES</p> |
|--|--|
| <p>ITEM 110</p> <p>TRANSLOAD STORAGE</p> <p>The MBR Railroads may offer transloading at terminals located along their rail lines, which may be operated directly, or by a third party on behalf of the MBR Railroads.</p> <p>Storage charges on product unloaded and held outside at the terminal will be assessed charges based on the board footage in outdoor ground storage on the last day of the month. The first thirty (30) days after receipt will be considered 'free' storage.</p> <p>Storage charges for dimensional products held outdoors over thirty (30) days are:</p> <ul style="list-style-type: none"> • \$2.00 per one thousand board feet per month for product held over the first thirty (30) days • \$3.00 per one thousand board feet per month for product held for days 61 thru 120 • \$4.50 per one thousand board feet per month for product held over 120 days <p>Storage charges on product unloaded and held inside at the terminal will be assessed charges based on the unit count in indoor storage on the last day of the month. The first thirty (30) days after receipt will be considered 'free' storage.</p> <p>Storage charges for dimensional products held over one month are:</p> <ul style="list-style-type: none"> • \$6.00 per unit per month for product held indoors over the first thirty (30) days • \$8.50 per unit per month for product held indoors over days 61 thru 120 • \$12.00 per unit per month for product held indoors over 120 days Storage will be monitored and Invoiced by the MBR Railroad. | <p>ITEM 120</p> <p>IMPROPER CARS FURNISHED FOR LOADING BY CONNECTING LINES</p> <p>When cars ordered by industries for loading are refused on account of not being in proper condition to load, a charge of \$350.00 per car will be assessed against the railroad furnishing the car.</p> <p>ITEM 125</p> <p>REFUSED OR REJECTED LOADED CARS</p> <p>When a customer rejects an inbound loaded car, the car may move via reverse route back to the origin of the current waybill at the same rate as the inbound movement, unless otherwise provided for in the rate document governing the inbound shipment.</p> <p>ITEM 130</p> <p>CARS RETURNED TO MBR RAILROAD BY CONNECTING CARRIER DUE TO CUSTOMER ERROR</p> <p>On cars released by customer that are returned to MBR Railroad by connecting carrier due to improper billing instructions, customer will be assessed a charge of \$300.00 per car which will be in addition to any other applicable linehaul and accessorial charges.</p> <p>ITEM 135</p> <p>LOADED CARS RELEASED BY CUSTOMER WITHOUT PROPER BILLING OR DISPOSITION INSTRUCTIONS</p> <p>The MBR Railroad will assess customer a charge of \$300.00 per car for cars released to the MBR Railroad without proper billing (Bill of Lading/waybill) or disposition instructions.</p> <p>Demurrage charges will continue to apply until such instructions or billing is received.</p> |
| <p>ITEM 115</p> <p>CARS ORDERED AND NOT USED</p> <p>The MBR Railroad will assess a charge of \$200.00 per car on empty cars ordered by a customer for loading when the customer cancels the car order after the MBR Railroad receives the car but before the car is placed for loading.</p> <p>The MBR Railroad will assess a charge of \$300.00 per car on empty cars ordered by a customer for loading when the customer cancels the car order after the car is placed for loading (See Note).</p> <p>Note: Charge will not apply on cars unfit for loading. See Item 120, this tariff.</p> | <p>ITEM 137 [A]</p> <p>CHARGE FOR SUBMITTING ELECTRONIC BILLING</p> <p>Charge of \$35.00 per car will be assessed customer when MBR is requested to submit electronic billing to the Class 1 railroad on behalf of the customer.</p> |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p> | |

FT MBR 8002-A

| <p align="center">SECTION 1 MISCELLANEOUS RULES AND CHARGES</p> | <p align="center">SECTION 1 MISCELLANEOUS RULES AND CHARGES</p> |
|--|---|
| <p>ITEM 140</p> <p align="center">CARS RELEASED, NOT READY TO PULL</p> <p>When a customer releases a car and it is determined upon arrival the car is not ready to pull, a charge of \$300.00 per car will be assessed in addition to all other applicable charges.</p> | <p>ITEM 170</p> <p align="center">REPOSITIONING CARS OF ONE CUSTOMER IN ORDER TO SERVE ANOTHER CUSTOMER</p> <p>When MBR Railroad has to reposition cars one customer (cars held by MBR Railroad due to customer not being able to accept cars) in order to deliver or pull cars for another customer, the customer for whom MBR Railroad is holding cars that have to be repositioned will be assessed a charge of \$300.00 per car, per occurrence.</p> |
| <p>ITEM 145</p> <p align="center">FAILURE TO LOAD CARS</p> <p>The MBR Railroad will assess customer a charge of \$300.00 per car on cars delivered to the MBR Railroad for loading which are subsequently moved off the MBR Railroad without being loaded.</p> | <p>ITEM 172</p> <p align="center">CARS RECEIVED IN INTERCHANGE WITHOUT PROPER FORWARDING OR BILLING INSTRUCTIONS</p> <p>The MBR Railroad will assess delivering carrier a charge of \$300.00 per car on all cars interchanged to the MBR Railroad without proper forwarding or billing instructions.</p> <p>When instructions are not received within twenty-four (24) hours from time of receipt of car, a hold charge of \$75.00 per car will be assessed delivering carrier thereafter for each twenty-four (24) hours or fraction thereof until such instructions or billing is received.</p> |
| <p>ITEM 150</p> <p align="center">RE-SPOTTING (SET-BACK) CHARGE</p> <p>Customer will be assessed a charge of \$300.00 per car on cars that have been placed for loading or unloading and subsequently removed and re-spotted (set-back) in order to place or move other cars. Demurrage charges will continue to apply until cars are released.</p> | <p>ITEM 175</p> <p align="center">CARS INTERCHANGED IN ERROR</p> <p>The MBR Railroad will charge \$500.00 per car for cars interchanged to the MBR Railroad in error by a connecting railroad. The charge will be billed to the railroad delivering the car in error to the MBR Railroad.</p> |
| <p>ITEM 160</p> <p align="center">RETURN OF PALLETS, PLATFORMS, SKIDS, CONTAINERS, CARRIERS OR OTHER SHIPPING DEVICES</p> <p>The MBR Railroad will not provide free return, non-revenue movement, of pallets, platforms, skids, containers, carriers, or other shipping devices unless specifically provided for in individual pricing documents and/or contracts.</p> <p>Complete bill of lading information is required from the shipper when individual pricing documents and/or contracts do allow for non-revenue movement of pallets, platforms, skids, containers carriers or other shipping devices.</p> | <p>ITEM 180</p> <p align="center">FAILURE TO PULL INTERCHANGE</p> <p>The MBR Railroad will assess connecting carrier a charge of \$75.00 per car per day, or fraction of a day, for failure to pull cars offered in interchange. Charge to be assessed from day car(s) is interchanged until day car is pulled by connecting carrier.</p> |
| <p>ITEM 165</p> <p align="center">REPOSITIONING CARS TO EFFECT CUSTOMER REQUEST</p> <p>When customer request delivery of a specific car(s) received by MBR Railroad which requires MBR Railroad to sort and reposition other cars to effect customers request, a charge of \$300.00 per car, per occurrence, will be assessed against customer making the request.</p> | |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p> | |

| SECTION 1 MISCELLANEOUS RULES AND CHARGES | SECTION 1 MISCELLANEOUS RULES AND CHARGES |
|--|---|
| <p>ITEM 185</p> <p style="text-align: center;">IDLER / BUFFER CARS</p> <p>Idler / Buffer cars will be subject to the same charges, rules, and regulations as are applied to loaded cars. (An idler / Buffer car is an empty car, on which no part of a load rests, that is used in transporting freight of unusual length or excessive weight for the safe transportation or protection of the lading).</p> | <p>ITEM 198</p> <p style="text-align: center;">DIVERSION</p> <p>The term diversion means any order received by MBR Railroad that requires a change in the billing/ shipping document of a shipment that is in possession of the MBR Railroad and is not at destination.</p> <p>When a diversion order is received the movement will be considered as terminating at the station where the car is diverted and rebilled from there to affect the order. MBR Railroad will accept a new Bill of Lading for re-routing the car or use the diversion order as the new Bill of Lading.</p> <p>Diversion orders must be made in writing or confirmed in writing as follows:</p> <ol style="list-style-type: none"> (1) Verbal orders may be given to a Customer Service Representative (Telephone: 765-580-1291). A verbal diversion request will not be implemented until written confirmation is received. (2) Written confirmation of verbal orders must be sent to: Customer Service Department Midwest and Bluegrass Rail agent@mbrail.com |
| <p>ITEM 190</p> <p style="text-align: center;">ARTICULATED CARS</p> <p>Each unit of articulated cars, loaded or empty, will be subject to all rules, regulations, and charges as applied to a single railcar.</p> | |
| <p>ITEM 192</p> <p style="text-align: center;">OPENING & CLOSING DOORS</p> <p>When it is necessary for MBR Railroad to open or close doors, hatches, gates or secure tie down devices on empty cars, a charge of \$200.00 per car will be assessed against the customer. Loaded cars will not be moved unless all doors, hatches, gates and tie down devices are secured.</p> | |
| <p>ITEM 194 [A]</p> <p style="text-align: center;">WEIGHING RAILCARS</p> <p>When requested by the customer, a charge of \$400.00 per car will be assessed for weighing cars. This charge included applicable shipping and weighing fees. Railcar weighing is available at: Paris, KY (TTIS).</p> | |
| <p>ITEM 196 [A]</p> <p style="text-align: center;">FIRST PLACEMENT CONSTITUTES DELIVERY</p> <p>When cars are placed for loading or unloading on assigned sidings, lease tracks, private tracks, or public delivery tracks, such placement shall constitute delivery of the car for loading or unloading. Any subsequent switch movement will be subject to an applicable switch charge of \$250.00 per car. When a car is constructively placed, this shall constitute first placement. A switch charge will be assessed when the car is actually placed</p> | |
| | |
| For explanation of terms, abbreviations and reference marks, see last page of tariff. | |

FT MBR 8002-A

| SECTION 2 SWITCHING RULES AND CHARGES | SECTION 2 SWITCHING RULES AND CHARGES |
|--|---|
| <p>ITEM 200</p> <p align="center">SWITCHING</p> <p>Switching charges shown in this tariff apply on loaded or empty rail cars when a customer requests movement of a rail car after that rail car has been placed for unloading or loading or handling otherwise provided for in this tariff. Local Switching charges also apply on loaded or empty rail cars when a customer requests movement of a rail car between two stations on the MB railroad, or other non-revenue rail car movements not otherwise covered under a fully executed storage or switching agreement with the MBR Railroad.</p> | <p>ITEM 220</p> <p align="center">INTRA-PLANT SWITCHING CHARGE</p> <p>The MBR Railroad will perform intra-plant switching at a charge of \$250.00 per car, loaded or empty.</p> |
| <p>ITEM 205</p> <p align="center">DEFINITION OF INTRA-PLANT SWITCHING</p> <p>A switching movement from one track to another within the same plant or industry, or from one location to another location on the same track within the same plant or industry.</p> | <p>ITEM 225</p> <p align="center">INTRA-TERMINAL SWITCHING CHARGE</p> <p>The MBR Railroad will perform intra-terminal switching at a charge of \$300.00 per car, loaded or empty.</p> <p>ITEM 230</p> <p align="center">LOCAL SWITCHING CHARGE</p> <p>The MBR Railroad will perform local switching at a charge of \$350.00 per car, loaded or empty.</p> |
| <p>ITEM 210</p> <p align="center">DEFINITION OF INTRA-TERMINAL SWITCHING</p> <p>A switching movement (other than Intra-Plant Switching) from one track to another track of the same railroad within the switching limits of the same station or industrial switching district.</p> | <p>ITEM 240</p> <p align="center">SWITCH MAINTENANCE</p> <p>The MBR Railroad will assess a switch maintenance fee of \$2,500.00 per year if a customer does not receive and/or ship a minimum of six (6) cars per calendar year to or from their private siding.</p> |
| <p>ITEM 215</p> <p align="center">DEFINITION OF LOCAL SWITCHING</p> <p>A switching movement from one railroad's station to another station on the same railroad.</p> | <p>ITEM 250</p> <p align="center">SWITCHING CHARGE ON CARS MOVING INTO AND OUT OF STORAGE</p> <p>See Item 330, this tariff.</p> |
| | |
| For explanation of terms, abbreviations and reference marks, see last page of tariff. | |

| SECTION 3 STORAGE RULES AND CHARGES | SECTION 3 STORAGE RULES AND CHARGES |
|--|---|
| APPLICATION | APPLICATION |
| <p>ITEM 300</p> <p>STORAGE OF LOADED OR EMPTY PRIVATE CARS</p> <p>Loaded or Empty private cars held on the MBR Railroad without a fully executed car storage agreement with the MBR Railroad are subject to standard demurrage and/or storage charges per Item 460.</p> | <p>ITEM 330</p> <p>SWITCHING CHARGES ON CARS MOVED TO AND FROM STORAGE TRACKS</p> <p>The MBR Railroad will assess a charge of \$300.00 per car per switch on cars switched into and out of storage.</p> |
| <p>ITEM 310</p> <p>STORAGE OF RAILROAD MARKED CARS</p> <p>The MBR Railroad does not store railroad marked and railroad-controlled cars. Railroad marked cars, loaded or empty, are subject to standard demurrage charges per Item 450.</p> | |
| <p>ITEM 320</p> <p>STORAGE OF BAD ORDERED AND SHOPPED CARS</p> <p>Bad ordered and shopped privately owned or leased cars may be held on a customer's private siding or leased track without charge.</p> <p>Bad ordered and shopped railroad marked cars held on MBR Railroad tracks are subject to demurrage charges as published in Item 450 except 120 hours (5 days) of free time are allowed from the first 12:01 am hour from being bad ordered or shopped or from removal from a customer's private siding or leased track.</p> <p>Switching charge of \$250.00 per car will apply to the movement of bad ordered and shopped cars from a customer siding to a shop track or any MBR Railroad track, and from a shop track or any MBR Railroad track to a customer siding.</p> | |
| | |
| For explanation of terms, abbreviations and reference marks, see last page of tariff. | |

| <p>SECTION 4 DEMURRAGE AND STORAGE RULES AND CHARGES</p> | <p>SECTION 4 DEMURRAGE AND STORAGE RULES AND CHARGES</p> |
|---|---|
| <p>ITEM 400</p> <p>DEMURRAGE AND STORAGE: PURPOSE AND GENERAL RULES</p> <p>A. Demurrage is a charge for detaining a railroad-controlled car on railroad or customer-controlled tracks. Railroads charge demurrage as an incentive for customers to load and unload cars promptly. Demurrage also helps to compensate the railroad for unanticipated car hire (rental) charges and equipment costs.</p> <p>B. Demurrage applies on all railroad-controlled cars except foreign marked rail cars assigned to a specific customer on the MBR Railroad for outbound shipment. Railroad-controlled cars are subject to Demurrage charges as outlined in Item 450.</p> <p>C. Storage is a charge for holding a private car on a railroad-controlled track. As with demurrage, railroads charge storage primarily as an incentive for customers to load and unload cars promptly. Storage also helps to compensate the railroad for the cost of using its tracks and property.</p> <p>D. Assigned empty cars are commonly referred to as "pool cars." Pool cars subject to storage charges as outlined in Item 460.</p> <p>E. Private cars held on railroad tracks awaiting placement on Customer-controlled tracks are subject storage charges as outlined in Item 460.</p> <p>F. Cars containing Hazardous Materials or cars formerly containing Hazardous Materials held on railroad tracks awaiting placement on customer-controlled tracks are subject storage changes as outlined in Item 460.</p> <p>G. Private cars placed or stored on Customer owned or leased tracks are Not subject to demurrage or storage charges.</p> <p>H. Weekends are treated the same as regular business days for the purpose of calculating demurrage and storage charges. Once a car is constructively or actually placed, or put into storage status, every day is counted.</p> <p>I. The date and time that forwarding instructions are received, or is otherwise received in writing, governs the calculation of demurrage and storage. Rail car releases and billing and/or forwarding instructions cannot be backdated.</p> <p>(Continued in next column)</p> | <p>ITEM 400 (Cont'd)</p> <p>DEMURRAGE AND STORAGE: PURPOSE AND GENERAL RULES (Cont'd)</p> <p>J. Verbal releases and forwarding instructions cannot be accepted. All notifications are to be sent to the MBR Railroad Customer Service Department using one of the following options:</p> <p>(a) EDI (electronic data interchange) (b) E-bill or ShipperConnect applications (c) E-mail - agent@mbrail.com</p> <p>K. If MBR Railroad fails to make the customer's next scheduled switch after a customer has requested that a car be delivered, or if forwarding instructions have been received for a car in storage, then free time will be granted for that car until such switch is made.</p> <p>L. Since MBR Railroad does not control the flow of inbound cars from connecting railroads, no allowance can be made for the bunching of inbound railcars.</p> <p>M. Demurrage and storage charges are billed monthly. Demurrage invoices include all cars released during the month. Storage invoices include accrued charges on all cars in storage, including those not yet released.</p> <p>N. Demurrage and storage invoices must be paid within fifteen (15) calendar days from the presentation of the invoice.</p> |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p> | |

| <p align="center">SECTION 4 DEMURRAGE AND STORAGE RULES AND CHARGES</p> | <p align="center">SECTION 4 DEMURRAGE AND STORAGE RULES AND CHARGES</p> |
|--|--|
| <p>ITEM 402</p> <p align="center">DEMURRAGE LIABILITY</p> <p>Any person or entity receiving rail cars from this railroad for loading or unloading who detains the cars beyond the period of free time set forth herein will be held liable for any applicable demurrage if the MBR Railroad has provided that person or entity with actual notice of this tariff for the demurrage rules and charges contained herein providing for such liability prior to the placement of rail cars. The notice shall be in written or electronic form.</p> | <p>ITEM 408</p> <p align="center">NOTIFICATION TO MBR RAILROAD</p> <p>Notification to the MBR Railroad is considered to have occurred when date, time, forwarding instructions, empty release information or other disposition is received by the MBR Railroad from consignor/consignee. When electronic or mechanical devices are used to furnish this information, the recorded date and time that the instructions are received will govern.</p> |
| <p>ITEM 404</p> <p align="center">NOTIFICATION TO CONSIGNOR OR CONSIGNEE</p> <p>The following notifications will be furnished as indicated:</p> <ol style="list-style-type: none"> 1. Cars for placement at other than Public Delivery Tracks: <ul style="list-style-type: none"> (a) Notice of constructive placement if cars are held on MBR Railroad tracks due to reasons attributable to the consignee or consignor. (b) Delivery of car upon tracks of the consignee will constitute notification. (c) When two or more parties, each performing their own switching, take delivery of cars from the same interchange track, notification will be given when the cars are placed on the interchange track. 2. Cars for Public Delivery Tracks: <p>Notification will be given when car is actually placed.</p> 3. Cars stopped in transit: <p>Notice will be given to the consignor, consignee or owner responsible for the car being stopped upon arrival of the car at the point of the stoppage.</p> 4. Refused Loaded Car: <p>When a loaded car is refused at destination, MBR Railroad will give notice of such refusal to the consignor or owner.</p> <p>Notification of the car initial and number may be given in writing or electronically.</p> | <p>ITEM 410</p> <p align="center">CARS HELD FOR LOADING</p> <p>MBR Railroad considers a loaded car released when the following applicable conditions are met:</p> <ul style="list-style-type: none"> Complete loaded bill of lading submitted to the MBR Railroad's Customer Service Department. The MBR Railroad's Customer Service Department is notified that the car is released for loaded movement by the MBR Railroad per the bill of lading instructions. All customer-controlled safety devices and railcar loading/unloading equipment are positioned in the clear so that the car is physically accessible to the MBR Railroad. Cars found to be improperly loaded or overloaded at origin will not be considered released until the load has been adjusted properly. <p>ITEM 415</p> <p align="center">CARS HELD FOR COMPLETE UNLOADING</p> <p>The MBR Railroad considers an empty car released when the following applicable conditions are met:</p> <ol style="list-style-type: none"> 1. Complete empty bill of lading submitted to the MBR railroad's Customer Service Department when applicable. 2. The MBR Railroad's Customer Service Department notified that the car is released for empty movement by the MBR Railroad per applicable the bill of lading instructions. 3. When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage or storage will continue until complete forwarding instructions are received. 4. All customer-controlled safety devices and railcar loading/unloading equipment are positioned in the clear so that the car is physically accessible to the MBR railroad. |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p> | |

| <p>SECTION 4 DEMURRAGE AND STORAGE RULES AND CHARGES</p> | <p>SECTION 4 DEMURRAGE AND STORAGE RULES AND CHARGES</p> |
|--|--|
| <p>ITEM 420 [C]</p> <p>FREE TIME - DEMURRAGE</p> <ol style="list-style-type: none"> (a) Twenty-four (24) hours Free Time will be allowed each car for loading. (b) Forty-eight (48) hours Free Time will be allowed each car for unloading. Free Time for demurrage will be computed from the First 12:01 am after actual or constructive placement. | <p>ITEM 435 [C]</p> <p>TRACK OCCUPANCY - LOADED PRIVATE NON-HAZARDOUS CARS HELD IN A TRANSLOAD TERMINAL</p> <p>Private loaded cars held on railroad tracks within a transloading terminal operated on the MBR Railroad are subject to track occupancy charges as contained in Item 490.</p> <p>The transload terminals on the MBR Railroad at which the track occupancy charges apply are:</p> <ul style="list-style-type: none"> • Columbus, OH Norton Team Track • Danville, IL Transload Terminal [A] • La Crosse, IN Transload Terminal • Paris, KY Transload Terminal [A] • Signal, OH Transload Terminal <p>(Terminals formerly shown herein and not brought forward are hereby removed.)</p> |
| <p>ITEM 425</p> <p>DEMURRAGE AND STORAGE CLAIMS</p> <p>In order to be allowed relief from demurrage or storage as indicated, a claim must be submitted to MBR Railroad, in writing, by the last day of the calendar month following the month in which the bill was issued, stating fully the conditions for which relief is claimed.</p> <p>Weather Interference - If operations of the consignor or consignee are disrupted due to earthquakes, tornadoes, hurricanes, floods or heavy snow, the demurrage directly chargeable thereto may be eliminated, provided the disruption exceeds two (2) days in duration.</p> <p>Strike Interference - When it is impossible to load, unload, receive or make cars available to MBR Railroad because of strike interference at the point where the loading or unloading is to be accomplished, demurrage days will be assessed at a rate of \$25.00 per day during the strike interference period, provided that:</p> <ol style="list-style-type: none"> The disruption lasts a minimum ten (10) days in duration during one calendar month. The provisions of this item will not apply to: <ul style="list-style-type: none"> (a) Inbound cars when the waybills are dated four (4) days after the beginning of the strike interference. (b) Cars for loading, when ordered after the beginning and prior to the ending of strike interference. <p>Railroad Error - If through railroad error, demurrage charges are assessed, demurrage will be adjusted to the amount that would have accrued but for such error.</p> | <p>ITEM 440</p> <p>HOLIDAYS</p> <p>Wherever reference is made to "holidays" it means only the days listed below:</p> <p>New Year's Day - January 1 (See Note 1) Memorial Day - Last Monday of May Independence Day - July 4 (See Note 1) Labor Day - First Monday of September Thanksgiving Day - Fourth Thursday of November Christmas Eve - December 24 Christmas Day - December 25 (See Note 1)</p> <p>Note 1 - When this date occurs on a Sunday, Monday will be observed as the holiday.</p> |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p> | |

**SECTION 4
DEMURRAGE AND STORAGE RULES AND CHARGES**

ITEM 450
[C]

**DEMURRAGE CHARGES
ON
RAILROAD MARKED CARS AND RAILROAD CONTROLLED CARS**

After the expiration of Free Time allowed, the following Demurrage Charges per car, per day, or fraction of a day, will be assessed until the car is released in writing to MBR.

A. Demurrage charges:

- (1) Non-Hazardous Materials \$ 60.00
- (2) Hazardous Materials..... \$125.00
- (3) Railcars with mechanical designation of FCA, FD, FMS and LS..... \$150.00

B. Free Time: Twenty-Four (24) hours Free Time will be allowed for loading and Forty-eight (48) hours will be allowed for unloading. Free Time will be computed from the first 12:01 am after actual or constructive placement. For the purpose of computing Free Time, Saturdays, Sundays and holidays will be included.

C. Computation:

- (1) Demurrage charges will apply per car, per day, or fraction of a day, and will be assessed until car is released.
- (2) If the car is placed prior to the date for which it is ordered, time will be computed from the first 12:01 am after the order date until it is released.
- (3) When the same car is unloaded and reloaded, time will be computed from the first 12:01 am after advice is received that the car is empty until the car is released.
- (4) When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue until forwarding instructions are received.

“Example”

DEMURRAGE CHARGE CHART (Non-Hazardous Commodities)

| Cars For | Mon | Tues | Weds | Thurs | Fri | Sat | Sun | Mon | Tues | Weds | Thurs | Fri | Sat | Sun |
|-----------|--------|--------|--------|--------|--------|--------|------|------|------|------|-------|------|------|------|
| Unloading | Placed | Free | Free | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 |
| Loading | Placed | Free | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 |
| Unloading | | Placed | Free | Free | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 |
| Loading | | Placed | Free | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 |
| Unloading | | | Placed | Free | Free | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 |
| Loading | | | Placed | Free | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 |
| Unloading | | | | Placed | Free | Free | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 |
| Loading | | | | Placed | Free | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 |
| Unloading | | | | | Placed | Free | Free | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 |
| Loading | | | | | Placed | Free | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 |
| Unloading | | | | | | Placed | Free | Free | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 |
| Loading | | | | | | Placed | Free | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 | \$60 |

For explanation of terms, abbreviations and reference marks, see last page of tariff.

| SECTION 4 DEMURRAGE AND STORAGE RULES AND CHARGES | SECTION 5 GLOSSARY OF TERMS | | | | | | | | | | | | |
|--|---|----------------------|--------|-----------|------------|--------|------------|---------|------------|---------|-------------|---------|--|
| <p>ITEM 460 [C]</p> <p>STORAGE/HOLD CHARGES</p> <p>The following Storage/Hold Charges per car, per day, or fraction of a day will be assessed for empty and loaded private cars held on railroad tracks, computed from first day car is made available until the car is released in writing to MBR.</p> <p>A. Storage/Hold charges on Privately Owned or Lease Cars:</p> <p>(1) Private Cars, loaded or empty, held on Railroad tracks.....\$ 60.00</p> <p>(2) Private railcars placarded as containing hazardous materials.....\$ 125.00</p> <p>Charges will apply per car, per day, or fraction of a day, and will be made until car is released.</p> | <p>ITEM 500</p> <p>GLOSSARY OF TERMS</p> <p>ACTUAL PLACEMENT – When a car is placed in an accessible position for loading or unloading, or at a point designated by the consignor or consignee.</p> <p>CONSIGNEE - The party to whom a rail car is consigned and/or the party entitled to receive the rail car. For the purpose of assessing demurrage, Consignee includes any person receiving a rail car from MBR Railroad for loading or unloading as more specifically provided for in 49 CFR 1333.3.</p> <p>CONSIGNOR - The party in whose name a rail car ordered and/or the party who furnishes MBR Railroad forwarding directions. For the purpose of assessing demurrage, Consignor includes any person receiving a rail car from MBR Railroad for loading or unloading as more specifically provided for in 49 CFR 1333.3.</p> | | | | | | | | | | | | |
| <p>ITEM 490</p> <p>TRACK OCCUPANCY CHARGES</p> <p>Track occupancy charges, TOC, for the loading and unloading of private marked cars at the locations specified in Item 435 are as follows:</p> <table border="1" data-bbox="165 1102 792 1446"> <thead> <tr> <th>Number of Days</th><th>TOC Charge (per day)</th></tr> </thead> <tbody> <tr> <td>1 - 15</td><td>No Charge</td></tr> <tr> <td>16 thru 30</td><td>\$4.00</td></tr> <tr> <td>31 thru 45</td><td>\$10.00</td></tr> <tr> <td>46 thru 75</td><td>\$15.00</td></tr> <tr> <td>76 and over</td><td>\$40.00</td></tr> </tbody> </table> <p>Standard demurrage charges as contained in this tariff apply on railroad marked cars at the locations specified in Item 435.</p> <p>Track occupancy charges will be computed from the first 12:01 am after tendered for placement until the car is released.</p> | Number of Days | TOC Charge (per day) | 1 - 15 | No Charge | 16 thru 30 | \$4.00 | 31 thru 45 | \$10.00 | 46 thru 75 | \$15.00 | 76 and over | \$40.00 | <p>CONSTRUCTIVE PLACEMENT – When a car cannot be actually placed due to any condition attributable to the consignee or consignor, including order-notify and in-bond shipments, such car will be held on the MBR Railroad's tracks and notice will be provided to the consignee or consignor that the car is held awaiting disposition instructions. Cars placed by the MBR Railroad on private or other than public delivery tracks, including lead tracks serving the consignee or consignor, will be considered constructively placed without notice.</p> <p>DEMURRAGE DAY – A twenty-four (24) hour period (calendar day), or part thereof, commencing at 12:01 am subsequent to actual or constructive placement.</p> <p>DISPOSITION – Information, including forwarding instructions or release, that allows the railroad to either tender or release a car from the consignee's or consignor's account.</p> <p>EMPTY RELEASE INFORMATION – Advice provided by the customer to authorized personnel that a car is unloaded and available. This information must include the identity of the party furnishing the information as well as the car 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>(Continued on next page)</p> |
| Number of Days | TOC Charge (per day) | | | | | | | | | | | | |
| 1 - 15 | No Charge | | | | | | | | | | | | |
| 16 thru 30 | \$4.00 | | | | | | | | | | | | |
| 31 thru 45 | \$10.00 | | | | | | | | | | | | |
| 46 thru 75 | \$15.00 | | | | | | | | | | | | |
| 76 and over | \$40.00 | | | | | | | | | | | | |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p> | | | | | | | | | | | | | |

| SECTION 5 GLOSSARY OF TERMS | SECTION 5 GLOSSARY OF TERMS |
|---|---|
| <p>ITEM 500 (Cont'd)</p> <p>GLOSSARY OF TERMS</p> <p>LEASE TRACK – Track assigned to a user through a written agreement. Lease tracks will be treated the same as private tracks.</p> <p>LOADING – The complete or partial loading of a car in conformity with loading and clearance rules and the furnishing of forwarding instructions.</p> <p>LOADED CAR – A car 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 is available for loading, unloading or otherwise impacted by demurrage provisions.</p> <p>ORDER DATE – The date that the consignor requests empty cars to be furnished for loading.</p> <p>PRIVATE CAR – Car bearing other than railroad reporting marks that is not railroad controlled.</p> <p>Private Track – Track that is not owned or leased by the railroad.</p> <p>PUBLIC DELIVERY TRACK – Track that is open to the general public for loading or unloading.</p> <p>RAILROAD CONTROLLED CAR – A car bearing other than railroad reporting marks that is either leased or controlled by the railroad.</p> <p>RECONSIGNMENT – An order provided by consignor to bill a car to other than the original consignee. (An order to turn over the car to another party that does not require any additional movement of the car is not a reconsignment.</p> <p>REFUSED LOADED CAR – When the original loaded car is refused at destination without being unloaded.</p> <p>RELOADING - When a car is held for loading after being released as an empty.</p> <p>RESHIPMENT – A new document by which the entire original shipment is forwarded in the same car to another destination.</p> <p>SERVING YARD – A classification yard where the local train serving the customer originates.</p> <p>(Continued in next column)</p> | <p>ITEM 500 (Cont'd)</p> <p>GLOSSARY OF TERMS</p> <p>SHIPPER ASSIGNED CAR – Specific empty car assigned to a particular shipper for their exclusive use.</p> <p>RAILROAD CONTROLLED CAR – A car bearing other than railroad reporting marks that is either leased or controlled by the railroad.</p> <p>STOPPED IN TRANSIT – When a car is held en route due to any condition attributable to the consignor, consignee, or owner.</p> <p>TENDER – The notification, actual or constructive placement, of an empty or loaded car.</p> <p>TIME – Local time is applicable and is expressed on the basis of the 24-hour clock. Example: 12:01 AM.</p> <p>UNLOADING – The complete unloading of a car and the advice received from the consignee that the car is empty and available to the railroad.</p> |
| For explanation of terms, abbreviations and reference marks, see last page of tariff. | |

FT MBR 8002-A

| EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS | |
|---|--|
| ABBR/REF | EXPLANATION |
| ABBR - | Abbreviations |
| CAMY - | Camp Chase Railway Company |
| CKIN - | Chesapeake and Indiana Railroad Company |
| FT - | Freight Tariff |
| TTIS - | Transkentucky Transportation Railroad [A] |
| VVRR - | Vermillion Valley Railroad Company |
| YSRR - | Youngstown and Southeastern Railroad |
| OPSL - | Official Railroad Station List |
| REF - | Reference Marks |
| [A] - | Addition/New |
| [C] - | Denotes Change |
| [I] - | Increase |
| [NC] - | Brought forward without change, except as noted |
| [R] - | Reduction |
| (Underscored portion denotes change/addition.) | |