

PORTLAND VANCOUVER JUNCTION RAILROAD LLC



FREIGHT TARIFF PVJR 8000-C

(For cancellations, see Item 1.00, this tariff)

CAR DEMURRAGE RULES AND CHARGES
ALSO
SWITCHING
BETWEEN
PVJR STATIONS (OPSL NOS. 1 THRU 14)
AND
INTERCHANGE
WITH BNSF
AT
RYE JCT, WA

SWITCHING TARIFF

ISSUED: August 29, 2017

EFFECTIVE: September 18, 2017

ISSUED BY

Eric Temple, President
Portland Vancouver Junction Railroad LLC
14205 SE 36th St.
Suite 100
Bellevue, WA 98006

FT PVJR 8000-C

<p>ITEM 1.00</p> <p align="center">CANCELLATION NOTICE</p> <p>FT PVJR 8000-C hereby cancels FT PVJR 8000-B, in its entirety.</p> <p>Provisions formerly shown in FT PVJR 8000-B and not brought forward herein are hereby canceled.</p>	<p>TABLE OF CONTENTS (Cont'd)</p>																																					
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<p>ITEM 10</p> <p align="center">SUPPLEMENTS</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 40 [A]</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 20</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". Example: Item 100-A cancels Item 100. Item 100-B cancels 100-A.</p>	<p>ITEM 50 [A]</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 60 [A]</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>ITEM 65 [A]</p> <p align="center">NORMAL HOURS OF OPERATION</p> <p>For the purpose of applying the provisions of this tariff, PVJR's normal hours of operation are:</p> <p align="center">8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays (See Item 305, this tariff).</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

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<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS-UNLIMITED</p>	<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS-UNLIMITED</p>
<p>ITEM 70 [A]</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 PVJR 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 PVJR. Customer will pay PVJR immediately upon presentation of a bill therefor by PVJR. If charges have not been prepaid, or customer has not entered into an agreement for credit with PVJR, the PVJR 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 PVJR 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 this railroad.</p> <p>If PVJR, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and PVJR is successful in collecting such charges, Customers shall reimburse PVJR for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.</p>	<p>ITEM 75 [A]</p> <p align="center">SECURITY DEPOSIT</p> <p>For customers who have established credit with this 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 this 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>This 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 this 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 this railroad's credit office that future switching, demurrage, detention, storage and other accessorial charges will be paid within the credit period.</p>
<p align="center">For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p>ITEM 100 [A]</p> <p align="center">CARMACK LIABILITY</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 PVJR no less than 72 hours prior to movement by the PVJR for charges to apply. 2. If Customer does not elect or comply with the above provisions, Customer agrees to the provisions set forth below. Customer's shipping instructions must note "that the shipment is moving under the provisions of Item 100, FT PVJR 8000-series. <ol style="list-style-type: none"> (a) Customer agrees to defend, indemnify, and hold harmless PVJR from and against all loss, damage, expense, costs, including attorneys' fees, fines, actions and claims for injury to persons (including injury resulting in death) and for damage to property arising out of or in connection with movement, handling and delivery any shipment hereunder or Customer's failure to comply with the terms of this Agreement; and, Customer shall defend, indemnify and hold harmless PVJR for such loss or damage caused solely by Customer's negligence. (b) PVJR's acceptance of shipment for transportation shall not be considered as a waiver of customer's liability. 3. The PVJR 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. PVJR shall not be liable for any loss, damage or injury due to improper loading. 	<p>ITEM 110 [A]</p> <p align="center">DIMENSIONAL SHIPMENTS AND SHIPMENTS EXCEEDING MAXIMUM GROSS WEIGHT ON RAIL</p> <p>The PVJR will not accept in interchange shipments of excessive dimensions, nor shipments exceeding 263,000 lbs. maximum gross weight on rail (car and lading) unless prior arrangements have been made with the PVJR.</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 PVJR.</p>
<p>ITEM 105 [A]</p> <p align="center">PERISHABLES</p> <p>The PVJR does not provide protective service. Perishable freight under protective service will be accepted from connecting railroad for delivery to Customers with the understanding that protective service is not provided by the PVJR and the PVJR accepts no liability for any loss or damage resulting from failure of such protective service.</p>	<p>ITEM 120 [A]</p> <p align="center">HAZARDOUS MATERIALS</p> <p>Shipments of Hazardous Materials will not be accepted in interchange unless prior arrangements have been made with the PVJR (See Note).</p> <p>Note: On shipment of any hazardous material accepted by the PVJR, shipper shall indemnify the PVJR and hold the PVJR harmless for any and all loss, liability or cost whatsoever that the PVJR 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 PVJR'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 PVJR'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 PVJR premises.</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p>ITEM 130 [A] CARS INTERCHANGED IN ERROR</p> <p>A charge of \$300.00 per car will be assessed delivering carriers on all cars interchanged to the PVJR in error.</p>	<p>ITEM 150 [A] LOADED CARS RELEASED BY CUSTOMER WITHOUT PROPER BILLING OR DISPOSITION INSTRUCTIONS</p> <p>The PVJR will assess customer a charge of \$300.00 per car for cars released to the PVJR 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 135 [A] FAILURE TO PULL INTERCHANGE</p> <p>The PVJR 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 155 [A] EMPTY CARS ORDERED BUT NOT LOADED</p> <p>On empty cars that are ordered for loading and order is canceled and car is in route, or the service of switching or placing of car has been performed and the car is not loaded but returned to this railroad empty, a charge of \$300.00 per car will be assessed and collected from the person, firm or corporation ordering such cars. (See Note, this item.)</p> <p>Note - Charge will not apply on cars unfit for loading, see Item 140, this tariff.)</p>
<p>ITEM 140 [A] CARS RECEIVED IN INTERCHANGE WITHOUT PROPER FORWARDING OR BILLING INSTRUCTIONS</p> <p>The PVJR will assess delivering carrier a charge of \$300.00 per car on all cars interchanged to the PVJR 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 160 [A] 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 \$300.00 per car will be assessed against the railroad furnishing the car.</p>
<p>ITEM 145 [A] CARS RETURNED TO THIS RAILROAD BY CONNECTING CARRER DUE TO CUSTOMER ERROR</p> <p>On cars released by customer that are returned to this railroad by connecting carrier due to improper billing instructions, customer will be assesse a charge of \$300.00 per car which will be in addition to any other applicable linehaul and accessorial charges.</p>	<p>ITEM 162 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 165 [A] STANDBY SERVICE</p> <p>When the PVJR's locomotive and crew are held at the request of an industry or delayed by an industry within the confines of the industry or immediately adjacent thereto, the charge for such standby or delay shall be \$750.00 per hour or fraction thereof. Such charges shall be in addition to other published charges, if any, applicable to cars delayed or handled.</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p>ITEM 170 [A] CARS RELEASED AND SUBSEQUENTLY RETURNED TO INDUSTRY</p> <p>When on shipper's orders, cars that have been released and pulled by this railroad are returned to industry, charge of \$300.00 per car will be assessed for the return of such cars. Demurrage charges will continue to apply until cars are released.</p>	<p>ITEM 182 [A] 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 172 [A] 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 185 [A] 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 175 [A] REPOSITIONING CARS TO EFFECT CUSTOMER REQUEST</p> <p>When customer request delivery of a specific car(s) received by this railroad which requires this 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>ITEM 187 [A] CONGESTION RESULTING FROM RAIL CUSTOMER MAY RESULT IN AN EMBARGO</p> <p>If, due to customer's excessive retention or ordering of railcars results in operational congestion of customer's and/or this railroads tracks, this railroad may impose an embargo against customer.</p>
<p>ITEM 178 [A] REPOSITIONING CARS OF ONE CUSTOMER IN ORDER TO SERVE ANOTHER CUSTOMER</p> <p>When this railroad has to reposition cars one customer (cars held by this railroad due to customer not being able to accept cars) in order to deliver or pull cars for another customer, the customer for whom this railroad is holding cars that have to be repositioned will be assessed a charge of \$300.00 per car, per occurrence.</p>	<p>ITEM 190 [A] OVERLOADED CARS</p> <p>Cars found to be overloaded will be subject to the following additional charges:</p> <ul style="list-style-type: none"> (1) \$400 per car - When a car is discovered to be overloaded at loading point or within the confines of the industry. Charge to be assessed consignor. (2) \$500.00 per car - When a car is discovered to be overloaded beyond loading point or confines of the industry. Charge to be assessed consignor. <p>(It will be the responsibility of the consignor to adjust the lading at their own expense sufficient to eliminate the overload condition.)</p> <ul style="list-style-type: none"> (3) \$500.00 per car - When a car is received in interchange from connections and is found to be overloaded, such car will be returned to delivering carrier for adjustment to lading to eliminate the overload condition. Charge to be assessed delivering carrier.
<p>ITEM 180 [A] TURNING OF CARS TO PERMIT LOADING OR UNLOADING, ETC.</p> <p>If cars are turned at request of customer to facilitate loading or unloading, or for any other purpose, a charge of \$300.00 per car per occurrence will be assessed and will be in addition to all other applicable charges. (See Note, this item.)</p> <p>Note - Charge will not apply to properly placarded boxcars.</p>	
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 2 SWITCHING RULES AND CHARGES
<p>ITEM 195 [A]</p> <p align="center">SPECIAL FREIGHT TRAIN AND SWITCHING SERVICE</p> <p>Special Freight Train and Switching Service is the movement of a train or switching in other than normal service (1) at the specific request of the shipper or consignee, (2) as may be required due to shipments of excessive dimensions, weight, high center of gravity or other conditions outside normal train operations, or (3) as deemed necessary by this railroad for safe movement, requiring this railroad to furnish a locomotive and train crew consisting of engineer and yard foreman for the sole purpose of accommodating subject movement.</p> <p align="center">CHARGES</p> <p>1. Applies during normal business hours of operation (See Item 65).</p> <p>The charge for special freight train or switching service beyond normal service hours will be \$2,000.00, plus \$250.00 per hour (minimum 4 hours) but not exceeding 8 hours, per occurrence, and will be in addition to all other charges associated with the movement.</p> <p>2. Applies outside normal business hours of operation (See Item 65).</p> <p>The charge for special freight train or switching service provided outside normal service hours will be \$3,000.00, plus \$375.00 per hour (minimum 4 hours) but not exceeding 8 hours, per occurrence, and will be in addition to all other charges associated with the movement.</p> <p>3. Applies during Holidays (See Item 305).</p> <p>The charge for special freight train or switching service on a Holiday will be \$4,000.00, plus \$375.00 per hour (minimum 4 hours) but not exceeding 8 hours, per occurrence, and will be in addition to all other charges associated with the movement.</p> <p>The above charges to be calculated from the time the crew and locomotive report for special service until the return of crew and locomotive to starting point.</p> <p>(The PVJR reserves the right to restrict or modify any request for special freight train or switching.)</p>	<p>ITEM 200 [A]</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 205 [A]</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 210 [A]</p> <p align="center">INTRA-PLANT SWITCHING CHARGE</p> <p>The PVJR will perform intra-plant switching at a charge of \$250.00 per car.</p>
	<p>ITEM 215 [A]</p> <p align="center">INTRA-TERMINAL SWITCHING CHARGE</p> <p>The PVJR will perform intra-terminal switching at a charge of \$300.00 per car.</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 1 SWITCHING				SECTION 1 SWITCHING			
<p>ITEM 225</p> <p align="center">INTERCHANGE SWITCHING</p> <p>The Portland Vancouver Junction Railroad LLC will perform switching between industries located at stations shown below and interchange with the BNSF at Rye Jct., WA at charges indicated (See Note 1):</p> <p align="center">(Charges are in dollars and cents per car, except as otherwise noted)</p>				<p>ITEM 225 (Cont'd)</p> <p align="center">INTERCHANGE SWITCHING</p> <p>The Portland Vancouver Junction Railroad LLC will perform switching between industries located at stations shown below and interchange with the BNSF at Rye Jct., WA at charges indicated (See Note 1):</p> <p align="center">(Charges are in dollars and cents per car, except as otherwise noted)</p>			
STATION	INDUSTRY	COMMODITY	CHARGE	STATION	INDUSTRY	COMMODITY	CHARGE
Ampere, WA	All Industries	All Commodities, except as shown below	\$1,000.00	Rye, WA	All Industries	Ties, Railroad, Concrete, etc. (STCC 32 719 26)	\$475.00 [I]
		Transformers	\$950.00				
Rye, WA	All Industries	All Commodities, except as shown below	\$1,000.00	Barberton, WA	All Industries	All Commodities, except as shown below	\$1,000.00 (See Note 2)
		Argon Gas	\$725.00 [I]			Lumber	\$425.00 (See Note 2)
		Flour / Corn	\$355.00 [I]	Homan, WA	All Industries	All Commodities, except as shown below	\$1,000.00 (See Note 2)
		Oats & Oats, Feed, etc. (STCC 01 133)	\$375.00			Lumber	\$450.00 (See Note 2)
		Magnesium Chloride	\$355.00 [I]	Brush Prairie, WA	All Industries	All Commodities, except as shown below	\$1,525.00 (See Note 2)
		Plastic Materials or Synthetic Resins, etc. (STCC 28 211)	\$475.00			Asphalt	\$500.00 (See Note 2)
		Propane	\$800.00	Battleground, WA	All Industries	All Commodities, except as shown below	\$1,900.00 (See Note 2)
		Roofing Granules (STCC 32 959 80)	\$335.00 [I]			Locomotives, on Own Wheels (STCC 37 411 10)	\$600.00 (See Note 2)
		Sand	\$335.00 [I]	Plastic Materials or Synthetic Resins, etc. (STCC 28 211)	(1) \$ 975.00 (See Note 3) (2) \$1475.00 (See Note 3)	Gypsum, wallboard (STCC 32 754 40)	\$575.00 (See Note 2)
		Slag, furnace, etc. (STCC 32 952 78)	\$335.00 [I]			Plastic Materials or Synthetic Resins, etc. (STCC 28 211)	(1) \$1350.00 (See Note 3) (2) \$1850.00 (See Note 3)
		Slag, nec, ground, etc. (STCC 32 952 91)	\$335.00 [I]				
		Steel	\$608.00				
		Soy Bean Meal	\$335.00 [I]				
		Sugar	\$335.00				
		Track Material (STCC 33 128)	\$475.00 [I]				
		Ties, Railroad, Wooden, Creosoted or Treated (STCC 24 912 10)	\$475.00 [I]				
		Ties, Railroad, Wooden, Not Creosoted nor Treated (STCC 24 112 10)	\$475.00 [I]				
(Continued in next column)				(Continued on next page)			
For explanation of terms, abbreviations and reference marks, see last page of tariff.							

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SECTION 1 SWITCHING	SECTION 3 CAR DEMURRAGE RULES AND CHARGES
<p><u>ITEM 225</u> (Cont'd)</p> <p align="center">INTERCHANGE SWITCHING</p> <p>(1) - Applies when delivered in blocks of 4 cars or more. (2) - Applies when delivered in blocks of 3 cars or less.</p> <p>EXPLANATION ON NOTES:</p> <p>Note 1: For charges on services not covered herein, contact the Portland Vancouver Junction Railroad LLC at (425) 649-1104.</p> <p>Note 2: Subject to Surcharge Freight Tariff PVJR 9500 - series.</p> <p>Note 3: Not subject to Surcharge Freight Tariff PVJR 9500-series.</p>	<p align="center">APPLICATION</p> <p>Except where provided to the contrary, Demurrage Rules and Charges contained herein apply to all railroad and privately-owned cars held for or by consignors (<u>See Note 1</u>) and consignees (<u>See Note 2</u>) for any purpose.</p> <p>Note 1 - For the purpose of applying the provision of Section 3, this tariff, Consignor includes any person receiving railcars from this railroad for loading as more specifically provided for in 49 CFR 1333. [A]</p> <p>Note 2 - For the purpose of applying the provision of Section 3, this tariff, Consignee includes any person receiving railcars from this railroad for unloading as more specifically provided for in 49 CFR 1333. [A]</p>
	<p><u>ITEM 300</u> [A]</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 this railroad has provided that person or entity with actual notice of 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><u>ITEM 305</u></p> <p align="center">HOLIDAYS</p> <p>Wherever reference is made to "holidays," it shall mean only the days listed below:</p> <p>New Year's Day - January 1 (See Note 1) Washington's Birthday - Third Monday of February 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 Day - December 25 (See Note 1)</p> <p>Note 1 - When this date occurs on a Sunday, the following Monday will be observed as the holiday.</p>
	<p><u>ITEM 310</u></p> <p align="center">ACTUAL PLACEMENT</p> <p>Actual Placement is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by the consignor or consignee.</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 3 CAR DEMURRAGE RULES AND CHARGES	SECTION 4 STORAGE/HOLD RULES AND CHARGES
<p>ITEM 320</p> <p align="center">CONSTRUCTIVE PLACEMENT</p> <p>When a car consigned or ordered to a private track, industrial interchange track or other-than-public-delivery track cannot be actually placed because of a condition attributable to the consignor or consignee, such car will be held at available hold point and notice shall be sent or given the consignor or consignee that the car is being held and that this railroad is unable to effect placement; however, if car is placed on private track, industrial interchange track or other-than-public delivery track serving the consignor or consignee, the car will be considered constructively placed without notice.</p>	<p>ITEM 400 [A]</p> <p align="center">STORAGE/HOLD CHARGES (See Notes 1 and 2, this item)</p> <p>Cars stored/held on tracks of this railroad at the request of customer, due to customer being unable to accept cars, awaiting forwarding instructions or other disposition, or for the convenience of this railroad, will be subject to the following storage/hold charges per car per day, or fraction of a day, computed from first day car is made available until day car is released from storage/hold:</p> <ol style="list-style-type: none"> 1. Empty private rail cars (Non-Hazardous Materials)..... \$ 75.00 2. Loaded private rail cars (Non-Hazardous Materials)..... \$100.00 3. Empty rail cars (Formerly Containing Hazardous Material)..... \$500.00 4. Loaded rail cars (Containing Hazardous Materials, except TIH/PIH)..... \$750.00 5. Loaded rail cars (Containing TIH/PIH)..... \$2500.00 <p>(The above storage charges are in addition to all other applicable charges.)</p> <p>Note 1: Hazardous Materials referred to above applies 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, except TIH/PIH.</p> <p>Note 2: For List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH) See AAR Circular No. OT-55-Series.</p>
<p>ITEM 330</p> <p align="center">FREE TIME</p> <p>Free time as follows will be allowed for each car:</p> <p> Twenty-Four (24) hours to complete loading.</p> <p> Forty-Eight (48) hours to complete unloading.</p> <p>Free time will be computed from the first 7:00 AM after placement, or after notification has been sent or given where required. For the purpose of computing free time, Saturdays, Sundays and holidays will be excluded.</p>	<p>ITEM 410 [A]</p> <p align="center">SWITCHING TO AND FROM STORAGE/HOLD TRACKS</p> <p>The PVJR will assess a charge of \$300.00 per car on cars moving to storage and \$300.00 per car on car moving from storage tracks.</p>
<p>ITEM 340</p> <p align="center">DEMURRAGE CHARGES</p> <p>After expiration of free time allowed a charge of \$75.00 per car per day, or fraction of a day, will be made until car is released.</p> <p>The applicable charge will accrue on all Saturdays, Sundays and holidays subsequent to the first chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the first chargeable day begins to run.</p> <p>Note 1: Not applicable on privately-owned cars on private tracks.</p> <p>Note 2: Privately-owned cars which are first held on railroad tracks under constructive placement will be subject to demurrage charges provided for herein after expiration of free time (See Item 330) until such time car is placed on private tracks.</p>	
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

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**EXPLANATION OF ABBREVIATIONS AND
REFERENCE MARKS**

BNSF - BNSF Railway Company
FT - Freight Tariff
PVJR - Portland Vancouver Junction Railroad LLC
OPSL - Official Railroad Station List
[A] - Addition/New
[I] - Increase
[NC] - Brought forward without change, except as
otherwise noted.
[R] - Reduction

(Underscored portion denotes change/addition.)