

CG RAILWAY - GENERAL TARIFF NO. 2

DEMURRAGE, ACCESSORIAL AND SWITCHING TARIFF

Containing:

- CONDITIONS OF CARRIAGE,
 - DEMURRAGE CHARGES,
 - SWITCHING CHARGES AND
- MISCELLANEOUS RAILROAD CHARGES

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Issued by:

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THE FOLLOWING DEFINITIONS DEFINE AND GOVERN THE PROVISIONS OUTLINED IN THIS TARIFF.

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.

CONSIGNEE – The party to whom a shipment is consigned, or other entity or person as described in 49 CFE Part 1333, including but not limited to "Care-of-Party, unloader, warehouseman or transloader.

CONSIGNOR – The party in whose name a car(s) is ordered; the party who furnishes forwarding directions or other entity or person as described in 49 CFR Part 1333, including but not limited to "Care-of-Party", unloader, warehouseman or transloader.

CONSTRUCTIVE PLACEMENT – When, due to some disability on the part of the consignor or consignee, a car cannot be placed for loading or unloading and is placed elsewhere, it is considered as being under constructive placement and subject to demurrage rules and charges, the same as if it were actually placed at the designated point.

DEMURRAGE DAY – A twenty-four (24) hour period (calendar day), or part thereof, commencing 0001 after tender.

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.

DIVERSION – An order provided by the consignor instructing that a car(s) be delivered to a location other than the one indicated on the original forwarding instructions.

EMPTY CAR(S) ORDERED AND NOT USED – Empty car(s), placed for loading as ordered, and subsequently released without being used in transportation service.

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.

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.

LEASE TRACK – Track(s) assigned to a user through a written agreement. Lease tracks will be treated the same as private tracks.

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LINE-HAUL – This Tariff defines Line-Haul transportation as the movement of one or more railcars(s) from station to station: the pulling of the railcars(s) from the origin and placement of the railcar(s) at the destination; and includes the movement of an empty car back to its origin or another specified destination if such return movement occurs within six months of the most recent outbound, loaded move.

LOADING – The complete or partial loading of a car(s) in conformity with loading and clearance rules and, the furnishing of forwarding instructions.

LOCAL SERVICE – A movement of traffic originating at one point and destined to another point on the switching carrier.

LOADED CAR(S) – A car(s) that is completely or partially loaded.

NOTIFICATION – When required, written 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.

ORDER DATE – The date that the consignor requests empty car(s) to be furnished for loading.

OTHER THAN PUBLIC DELIVERY TRACK – Any trackage assigned for individual use, including privately owned or leased tracks.

PARTIAL UNLOADING – The partial unloading of a car(s) and furnishing of the proper forwarding or handling instructions.

PRICE LIST – the rates set forth herein, including but not limited to the rates set forth in Item 3110, Item 3115, and Item 6400.

PRIVATE CAR(S) – A car(s) bearing other than railroad reporting marks that is not railroad-controlled.

PRIVATE TRACK – Tracks that are not owned or leased by the railroad.

PUBLIC DELIVERY TRACK – Track that is open to the public for loading and unloading.

RAILROAD-CONTROLLED CAR(S) – A car(s) bearing other than railroad reporting marks that is either leased or controlled by a railroad.

RECONSIGNMENT – An order provided by consignor to bill a car(s) to other than the original consignee. (An order to turn over the car(s) to another party that does not require any additional movement of the car(s) is not a reconsignment).

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REFUSED LOADED CAR(S) – When the original loaded car(s) is refused at destination without being unloaded.

RELOADING – When a car(s) is held for loading after being released as an empty.

RELEASE – Date and time that the railroad receives notification that the car is empty or that forwarding instructions are received.

RESHIPMENT – A new document by which the entire original shipment is forwarded in the same car(s) to another destination.

SERVING YARD – A classification yard where the local train serving the customer originates.

SHIPPER ASSIGNED CAR(S) – Specific empty car(s) assigned to a particular shipper for their exclusive use.

STOPPED IN TRANSIT – When a car(s) is held enroute due to any condition attributable to the consignor, consignee, or owner.

TENDER – The notification, actual or constructive placement, of an empty or loaded car(s).

TIME – Local time is applicable and is expressed based on the 24-hour clock. Example: 12:01 AM is expressed as 0001 Hours.

UNLOADING – The complete unloading of a car(s), and the advice received from the consignee that the car(s) is empty and available to the railroad.

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SECTION I: GENERAL RULES

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ITEM 1000 GOVERNING TARIFFS:

This tariff is governed, except as otherwise provided, by OPSL (Official Railroad Station List) 6000-Series, STCC (Standard Transportation Commodity Code) 6001-Series, UFC (Uniform Freight Classification) 6000-Series and BOE (Bureau of Explosives) 6000..

CG Railway, LLC (CGR) appreciates your selection and partnership for your freight and logistics needs. The Tariff is to provide shippers and receivers with clear guidance and understanding of the rules and charges associated with our services, including additional charges for demurrage, special switching, and private railcar storage fees. The Terms and Conditions of Service published here apply to all customers' freight once your shipment enters our network.

These Terms and Conditions supersede and replace the former Tariff 1B Supplement 6 and its predecessors and Conditions of Carriage. In the event of any conflict between the terms found here and any other CGR RQA publication or contract, the terms of the CGR RQA Publication or contract takes precedence.

Customers arranging services with CGR, or any third party, including carrier that initiate, accepts delivery of, or affects a movement or supplemental service with CGR, acting under the direction or on behalf of the customer authorizes and accepts all the rules, requirements and applicable charges contained with this publication.

CGR is certified and annually validated in the Customs-Trade Partnership Against Terrorism (CTPAT). Our organization is enabled and encouraged to assist with railroad security.

ITEM 1001 APPLICATION OF TARIFF:

CG Railway, LLC under this tariff provides for the movement of rail cars via a rail/water route between origins and destinations in the United States and Canada and origins and destinations in Mexico through the Port of Mobile, Alabama in the United States and the Port of Coatzacoalcos in Veracruz, Mexico. Services performed by CG Railway are subject to Federal, State and Municipal laws and regulations such as embargoes, quarantines, and service orders. Provisions of this Tariff apply only to cars that are in CG Railway's account as a line-haul carrier. All tariffs and rules of each handling carrier shall apply while on the tracks of that carrier, including but not limited to customs matters and claim liabilities.

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ITEM 1002 CLASSIFICATION GOVERNING:

The term "Uniform Freight Classification" when used herein means: Freight Tariff Uniform Freight Classification 6000-Series

ITEM 1003 STATION LISTS AND CONDITIONS:

CG Railway, LLC operates roll-on/roll-off rail marine terminal facilities located at the Port of Mobile in Mobile, Alabama, in the United States and at the Port of Coatzacoalcos (API Coatzacoalcos) in Coatzacoalcos, Veracruz in Mexico; of which are connected and serviced by our Rail Ferries.

ITEM 1004 REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC:

Where 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.

ITEM 1005 CONSECUTIVE NUMBERS:

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

ITEM 1006 METHOD OF CANCELLING ITEMS OR CHANGE IN PROVISIONS:

This tariff will be amended by showing a revised issued and effective date. Revisions to this publication will be made from time to time by reissuing the tariff in its entirety and will be available on the website in the latest amended form. (www.cgrailway.com)

ITEM 1007 TERM SUBSCRIBING CARRIER:

The term "Subscribing Carrier" means CG Railway, LLC or CGR, party to this tariff.

ITEM 1008 CAR DEMURRAGE RULES AND REGULATIONS:

All cars handled under this tariff will be subject to demurrage rules and charges. See **SECTION III: CHARGES ON ACCESSORIAL, DEMURRAGE AND SUPPLEMENTAL SERVICES**

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ITEM 1009 PAYMENT OF CHARGES IN CANADA:

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ITEM 1010 RAIL CONNECTIONS:

MOBILE, ALABAMA, UNITED STATES [MOBIL]

TASD	Terminal Railway Alabama State Docks switches and connects CGR with the railroads in Mobile, Alabama
AGR	Alabama and Gulf Coast Railway connects with CGR in Mobile, Alabama
BNSF	Burlington Northern Santa Fe Railway connects with CGR, through special agreement between AGR and BNSF in Amory, MS [AMORY] .
ALE/MSE	Alabama Export Railroad / Mississippi Export Railroad connects with CGR in Mobile, Alabama.
CN	Canadian National Railway connects with CGR in Mobile, Alabama.
CSXT	CSX Transportation connects with CGR in Mobile, Alabama.
KCS	Kansas City Southern connects with CGR in Mobile, Alabama <i>through CN haulage agreement.</i>
NS	Norfolk Southern Railroad connects with CGR in Mobile, Alabama.

COATZACOALCOS, VERACRUZ, MEXICO [COTZS]

FSRR	Ferrosur SA de CV Switches and connects CGR with the railroads in Mexico.
FXE	Ferromex SA de CV (through FSRR and TFVM switch in Lecheria, Estado de Mexico [LECHE])
FCCM	FCCM – Ferrocarril del Istmo de Tehuantepec SA de CV, AKA FIT, through FSRR Switch at Coatzacoalcos, Veracruz
TFVM	Terminal Ferroviaria del Valle de Mexico through FSRR switch in Lecheria, Estado de Mexico [LECHE]
KCSM	Kansas City Southern de Mexico (through FSRR TFVM switch in Lecheria, Estado de Mexico [LECHE])

ITEM 1011 EXPLANATION OF REFERENCE MARKS:

- (I) DENOTES INCREASE
- (D) DENOTES DECREASE
- (C) DENOTES A CHANGE IN WORDING WHICH RESULTS IN NEITHER AN INCREASE OR DECREASE IN CHARGES.
- (N) DENOTES A NEW OR INITIAL MATTER.

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ITEM 1012 NAME CHANGE OF INDUSTRY:

Where Industries or Firms are specifically associated with rates or charges, those specific rates or charges will continue to apply although such Industries or Firms may undergo a change in name or ownership, provided there is no change in location.

ITEM 1013 INTERPRETATION OF TARIFF:

CG Railway is Author and Interpreter of this tariff any supplements thereto and revisions thereof.

ITEM 1014 ELECTRONIC INFORMATION SHARING AND NOTICES:

CGR must receive complete forwarding instructions by one of the following methods:

- a) CGR's eBOL
- b) Class I or short line eBusiness platform
- c) Third party logistics services provider that submits forwarding instructions (404 /417) on their behalf via a Class 1 website or via EDI.
- d) Forwarding instructions -Bill of Lading for Manual Entry form - via email to cgrcs@cgrailway.com, subject to a charge as outlined ITEM 3036.
- e) For railcars unloaded on the CGR railroad, CGR will accept empty release notifications via email at no charge, by submitting an email to cgrcs@cgrailway.com with details of railcar number. Empty releases outside of the CGR must be reported to the serving railroad carrier.
- f) When a notification via email or EDI is used to furnish notifications to CGR, the recorded date and time that the instructions are submitted will govern.

ITEM 1015 NOTIFICATIONS TO CUSTOMERS:

CG Railway will furnish the following notifications as indicated:

- a) Notice of Vessel Departure and Notice of Vessel Arrival are emailed to the corresponding CGR Email Distribution List provided by the customer.
- b) Events such as interchange delivery, interchange receipt, bad order, constructive placement are reported via Car Location Message (CLM) event codes for loaded or empty car(s).
- c) Railcars stopped in transit on the CGR line for other reasons not outlined in ITEM 3004 (b), will be provided an email notice to the corresponding CGR Email Distribution List form.

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- d) An email notification will be provided to the Customer when a Special Hold Request is received by the U.S. Customs and Border Patrol (unless CGR is restricted by U.S. Customs authorities to submit notification).

ITEM 1016 EQUIPMENT ORDERING RULES:

In certain cases, where Railroad equipment will be loaded directly at the port of service, CGR may assign equipment, based on availability.

- a) Customer must provide Car Order Request form and email to cgrcs@cgrailway.com, with details of the requested loading date. Equipment requests are subject to ITEM 3067 Unloading Conditions of CGR Supplied Equipment at Destination.
- b) Such requests require a minimum of 10 days' advance notice and fulfillment is subject to equipment availability.
- c) Empty railcars rejected as unsuitable for loading and loaded railcars refused at destination without being unloaded are allowed two days (48 hours) of free time for inspection and release per Schedule of Charges on see ITEM 3100 Demurrage & Storage Schedule of Charges. Customers choosing to keep railroad-owned cars, or private cars on CGR, beyond that time will be billed the Demurrage Schedule of Charges as listed on DEMURRAGE SCHEDULE OF CHARGES:.
- d) CGR will accept additional request(s) or information via email to cgrcs@cgrailway.com depending on the request it will be assessed and if a special Accessorial Charge applies, customer will be notified in writing, via email.

ITEM 1017 CARGO SEALS:

All cars must be properly sealed. All cars carrying cargo to be imported into the United States are required to have ISO 17712:2010 / C-TPAT approved seals. The Shipper is responsible for furnishing, applying, and inspecting all cargo seals. When seals are applied, all doors, hatches, valves, closures, and other openings on the car must be sealed. The shipper must include all applied seal numbers on the rail waybill and Ocean Bill of Lading Instructions.

CGR assumes the right to set railcars back to the delivering carrier if railcars are not properly sealed. Upon discretion, if a railcar seal is missing or requires replacement, CGR personnel will furnish and apply C-TPAT approved seal(s) and provide seal number(s) and photograph(s) of replacement seal(s) to all necessary parties. The fee for seal application is found in ITEM 3068. CGR will not take responsibility for the absence of one or more seals at the time of delivery at the

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destination. CGR will review claims for loss of damage. when the rail waybill includes the number of seals equal to the number of hatches, doors, valves, closures, and other openings that are on the car; and there is clear and convincing evidence of actual loss, damage, or contamination other than the mere absence of one or more seals or apparent compromise of a seal.

ITEM 1018 PACKAGING:

Shippers must package all shipments governed by this Price List in accordance with Rules 5, 40, 41 and 51 of the Uniform Freight Classification, UFC 6000 Series.

ITEM 1019 LOADING AND UNLOADING:

Consignors will load and Consignees unload cars.

Consignors must load all cars in accordance with the [Association of American Railroads'](https://aar.com/standards/index.php) Circular 42 Series (<https://aar.com/standards/index.php>) and appropriate AAR commodity loading publications and revisions thereof, or as approved by Rail Carriers involved. All unused securement devices must be returned to and stored in the same car from which they were removed, and devices must be secured. To inquire about loading and unloading requirements for a CG Railway, contact the Commercial team for CGR. Temporary blocking, flooring, or lining, corrugated fiberboard or plywood separators or dividers, standards, strips, stakes, or similar bracing or supports (hereafter referred to as dunnage), bulkheads, partitions, temporary doors, or door protection, not constituting a part of the car, when required to protect and make freight secure for shipment, will be furnished, and installed by Consignor at his expense. The consignee is responsible for unloading all material from the rail car. This includes lading, dunnage, loading or unloading enhancement materials, or any other miscellaneous debris. Failure to comply with these rules will result in Consignee being charged for all associated removal costs associated with ITEM 3067. For charge information see ITEM 3200 Accessorial Charge Reference Guide. This service is provided at the convenience and discretion of the CG Railway. When equipment is found to be mis-loaded or overloaded, the Consignor will be given the opportunity to correct the situation at the Consignor's expense. Consignor is responsible for all damage to freight, rail equipment, or both caused by misloading or overloading. Consignee is required to return and secure the same car, all railroad-controlled securement devices removed to complete unloading, securely lock all bulkhead doors, return doors used in transportation of bulk commodities and close all exterior doors and hatches.

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ITEM 1020 BILLOF LADING/SHIPPING INSRUCTIONS:

Prior to tender of freight, Shipper, Ship from party, or Pick-Up party shall execute a Uniform Bill of Lading. Any inconsistent terms in the Uniform Bill of Lading may be subject to additional charges as outlined in this tariff or the Accessorial Charge Reference Guide.

ITEM 1021 LETTER OF AUTHORITY (LOA):

CG Railway keeps customer's information private and parties participating on the waybill will have access to information on related railcar(s). If customer contracts a third-party logistics/technology company to manage rail shipments and it does not participate on the waybills, CGR requires a Letter of Authority (LOA) from customer to CGR authorizing the 3rd party or technology company to access data for regarding their shipments. LOA can have a validity for a month to up to five years and will need to be renewed 30 days prior to expiration if access is still required.

Customer must ensure that the 3rd parties or technology company are obligated to protect the confidentiality and integrity of data provided.

END OF SECTION

CG RAILWAY - GENERAL TARIFF NO. 2

SECTION II: CREDIT TERMS & SECURITY DEPOSIT

CG RAILWAY - GENERAL TARIFF NO. 2

ITEM 2000 APPLICATION FOR CREDIT:

All Consignors, Consignees or Agents thereof conducting business with CGR, or on a CGR's property, will be required to apply for credit with CG Railway, LLC.

ITEM 2001 PAYMENT AND CREDIT TERMS:

All charges under this tariff must be prepaid to CG Railway unless satisfactory arrangements with the customer have been made before performance of service. Charges for services rendered under the terms of this tariff will accrue against the customer or the responsible rail carrier involved unless arrangements to the contrary have been made with CG Railway before performance of service. All payment(s) for services covered herein are due and payable within 15 days for freight invoices and demurrage and other accessorial invoices following the invoice date. Payments received after the expiration of the credit period shall be subject to a service charge of one and one-half percent (1½%) per month (or fraction thereof) of the outstanding balance.

ITEM 2002 SECURITY DEPOSITS FOR PAYMENT OF ACCESSORIAL CHARGES AND/OR SURCHARGES:

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ITEM 2003 APPLICATION FOR CREDIT:

The application for credit can be secured by visiting our website <https://www.cgrailway.co/shipcgr> and can be downloaded under Credit Application. You may send filled out form to CGRacct@cgrailway.com. You may also reach out to your account representative to get a copy of the Credit Application form.

END OF SECTION

CG RAILWAY - GENERAL TARIFF NO. 2

SECTION III: CHARGES ON ACCESSORIAL, DEMURRAGE AND SUPPLEMENTAL SERVICES

CG RAILWAY - GENERAL TARIFF NO. 2

ITEM 3000 APPLICATION:

This section applies to all customers shipping via CG Railway and covers all railroad and private marked freight car(s) held for or by the customer(s).

With the following exceptions:

- a) Private car(s), on private tracks, except as provided in ITEM 3004.
- b) Railcar(s) containing refused or unclaimed freight to be sold by CG Railway, LLC.
- c) Empty car(s) rejected as unsuitable for loading. See ITEM 3062 for handling instructions.
- d) Railcars covered by storage or hold charges. See ITEM 3013 Storage of Railcars
- e) Railcars assigned to shippers returned empty to point of assignment, to the extent storage rules apply.

ITEM 3001 APPLICATION FOR SPECIALIZED CARS:

When specialized cars are used for movement of commodities on CG Railway and delays are incurred, the customer will be assessed demurrage based on the heavy-duty detention rules and rates in place in Heavy Duty Flat Car Surcharge to Special Switch. Examples of these cars are, but not limited to, railcars that carry dimensional equipment such as transformers, wind turbines, cranes, machinery, passenger cars, refrigerated cars and any other commodity that is considered high-wide or heavy.

ITEM 3002 NOTIFICATION TO CONSIGNOR OR CONSIGNEE:

See ITEM 1015 under Section I General Rules.

ITEM 3003 NOTIFICATION TO CG RAILWAY:

See ITEM 1014 under Section I General Rules.

ITEM 3004 CAR(S) HELD FOR LOADING, UNLOADING OR DOCUMENTATION:

A) RAILCARS HELD FOR LOADING

TENDER:

Customer must submit Car Order information to CGR per ITEM 1016 with the requested spot date at time of ordering car. Customers will be assigned the requested equipment, based on availability, and a notification will be submitted, that the empty car is available or constructively placed. In the case that a request is made to place a railcar prior to the order date, the notification is

CG RAILWAY - GENERAL TARIFF NO. 2

considered the placement date versus order date as the customer is in control of the car at that point.

RELEASE:

The release of railcars will be on the date and time when CGR receives forwarding instructions via EDI or an email notification to cgrcs@cgrailway.com. If railcar is improperly loaded (AAR standards) or the cargo weight exceeds the load limit of the railcar, it will not be considered released until the load is in compliance (ITEM 1016). Any railcar that is held for official grading or inspection at origin will not be considered released until such time as the grading or inspection is complete.

COMPUTATION:

Time will compute per the Demurrage Schedule of Charges, ITEM 3100 until the loaded forwarding instructions are received. If the car is placed earlier than the date of the order, time will be computed from the first 07:00 AM after the requested order date until released. In the case that the same car needs to be unloaded and then reloaded, empty release information must be furnished by email to cgrcs@cgrailway.com. If not furnished, demurrage will continue on the car until the forwarding instructions are received.

B) RAILCARS HELD FOR UNLOADING

TENDER:

If final destination is on the CGR, a notification of actual or constructive placement of loaded railcar(s) will be sent via CLM (Car Location Message).

RELEASE:

The release of railcars is considered the date and time that CGR is advised that the railcar(s) is empty via cgrcs@cgrailway.com. In the case that the same car needs to be unloaded and then reloaded, empty release information must be furnished via email to cgrcs@cgrailway.com. If not furnished, demurrage will continue on the car until the forwarding instructions are received.

COMPUTATION:

Time will be computed from the first 07:00 AM hours after tender and until release.

CG RAILWAY - GENERAL TARIFF NO. 2

C) RAILCARS HELD AT PORT BEFORE SWITCHING

TENDER:

Customers can submit a request to CGR for railroad-controlled car(s) to be held at the Port of Mobile, via email to cgrcs@cgrailway.com. Such services will be provided only when operationally feasible and requests must be made a minimum of 72-hours prior to arrival to the Port of Arrival. A response notification of the tender to hold railcar(s) will be submitted with an effective tender date. Please note that, if approved by CGR, this request is also subject to Special Switching service charge ITEM 3016 and see ITEM 3200 Accessorial Charge Reference Guide for charge.

RELEASE:

The release of railcars will be on the date and time instructed by customer via email to cgrcs@cgrailway.com or as stated on the original tender request.

COMPUTATION:

Time will be computed from the first 07:00 AM after tender until the release.

D) HAZARDOUS RAILCARS HELD AT PORT BEFORE SWITCHING

TENDER:

Customers must submit via email to cgrcs@cgrailway.com a pre-approval request for railroad-controlled car(s) containing Hazardous materials at the Port of Mobile. Such a request must be made 72-hours prior to arrival to the port and can be denied. Notification of the tender to hold hazardous railcar(s) will be submitted, and if approved it will contain an effective tender date. Please note that, if approved by CGR, this request is also subject to Special Switching service charge and a Hazardous Switching Surcharge. Refer to charges on see ITEM 3200 Accessorial Charge Reference Guide and see ITEM 3100 Demurrage & Storage Schedule of Charges.

RELEASE:

The release of railcars will be on the date and time instructed by customer via email to cgrcs@cgrailway.com or as stated on the original tender request.

COMPUTATION:

Time will be computed from the first 07:00 AM after tender until the release.

CG RAILWAY - GENERAL TARIFF NO. 2

E) TIH-PIH RAILCARS HELD AT PORT BEFORE SWITCHING

TENDER:

Customers must submit via email to cgrcs@cgrailway.com a pre-approval request for railroad-controlled car(s) containing TIH-PIH materials at the Port of Mobile. Such requests can be denied due to the hazardous nature of such cargo. Proper paperwork and shipping instructions must be in place before receiving railcars. Notification of the tender to hold TIH-PIH railcar(s) will be submitted, and if approved it will contain an effective tender date. Please note that, if approved by CGR, this request is also subject to Special Switching service charge and a TIH-PIH Switching Surcharge. Refer to charges on ITEM 3200 Accessorial Charge Reference Guide and ITEM 3100 Demurrage & Storage Schedule of Charges.

RELEASE:

The release of railcars will be on the date and time instructed via email or as stated on the original tender request.

COMPUTATION:

Time will be computed from the first 07:00 AM after tender until the release.

ITEM 3005 CAR(S) HELD FOR UNLOADING:

See ITEM 3004

ITEM 3006 PRIVATE CAR(S) AND RAILROAD CAR(S) HELD FOR OTHER THAN LOADING OR UNLOADING:

Storage Fees applies to car(s) held: A) On orders of consignor or consignee. B) Awaiting proper disposition from the consignor or consignee. C) As a result of conditions attributable to consignor or consignee.

DISPOSITION:

That information, including forwarding instructions or empty release information, that allows the railroad to either tender or release the car from the consignor's or consignee's account.

TENDER:

The notification, actual or constructive placement of a loaded car(s).

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RELEASE:

Date and time that the railroad receives advice that the car is empty, or that forwarding instructions are received.

COMPUTATION:

Time will be computed from the first 07:00 AM hours:

A. After tender, until release, on car(s):

1. Diverted
2. Empty for loading – ordered and not used (other than a rejected car)
3. Partially unloaded
4. Reconsigned
5. Reshipped
6. Stopped in transit

B. After car(s) are received by CGR until date of disposition on:

1. Car(s) received from connecting carriers.
2. Loaded private car(s) returned to railroad tracks.

C. After tender until date of refusal on:

1. Refused loaded car(s) (consignee).

D. After tender until date of disposition on:

1. Refused loaded car(s) (consignor).

E. After tender until release or placement on private tracks on:

1. Loaded or Empty private car(s) – while held on railroad tracks

COMPUTATION:

For charge information see ITEM 3100 Demurrage & Storage Schedule of Charges.

ITEM 3007 RAILCARS THAT EXCEED LEASED TRACK SPACE:

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ITEM 3008 HAZARDOUS MATERIALS:

See ITEM 3004 D & E and see SECTION V: RULES FOR TRANSPORTATION OF HAZARDOUS & TIH/PIH MATERIALS

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ITEM 3009 DISPUTES:

A dispute must be submitted in writing to CGRacct@cgrailway.com within thirty (30) days from the date that the invoice for demurrage is rendered. The conditions for submitting the dispute should be fully stated. Any dispute not filed within thirty (30) days from the date that the demurrage or accessorial bill is rendered will be declined. Non-disputed charges should be paid within fifteen (15) days of date of invoice for freight invoices, for demurrage and other accessorial invoices.

Missed Switch Allowance – LEFT BLANK

Strike Interference - When it is impossible to load, unload, receive car(s) from or make car(s) available to the CGR because of strike interference at the point where the loading or unloading is to occur; demurrage days will be charged at the rate of \$55.00 USD during the strike interference period, provided that: a) The disruption exceeds ten (10) days in duration during one calendar month. b) The provisions of this item will not apply to Inbound car(s) when waybills are dated four (4) days after the beginning of strike interference, or Car(s) for loading, when ordered after the beginning and prior to the ending of strike interference and Automotive cars.

Weather Interference - If operations are not annulled due to weather interference, the demurrage charges will be applicable. Final determination if charges are applicable will be made by Vice President of CG Railway.

Railroad Error - If through railroad error, demurrage charges are assessed, demurrage from CGR will be adjusted to the amount that would have accrued if not for the error. The bunching and run-around of car(s) will not be considered a railroad error.

Additional Charges - In the event that railroad-controlled railcars are not available to CGR, additional charges may be assessed to customer, including but not limited to demurrage.

ITEM 3010 NON-CHARGEABLE DAY(S):

A Holiday cannot be the first chargeable day. If the free time on the car has already expired and the customer is in chargeable days, then all subsequent Holidays are chargeable. When the referenced dates occur on a Sunday, the following Monday will be observed as the holiday.

Holidays shall include the following depending on the physical location of the railcar:

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In the United States:

New Year's Day - January 1
Presidents Day - February
Memorial Day - May
Independence Day - July 4
Labor Day - September
Thanksgiving Day - November
Christmas Eve - December 24
Christmas Day - December 25

In Mexico:

New Year's Day – January 1
Constitution Day – February 7
President Benito Juarez Birthday – March 21
Labor Day – May 1
Independence Day – September 16
Revolution Day – November 2
Christmas Eve - December 24
Christmas Day - December 25

ITEM 3011 DEMURRAGE SCHEDULE OF CHARGES:

CGR calculates and bills demurrage on a per rail car basis. The demurrage charge is, per car, per day on the applicable type of equipment, and will be assessed by CG Railway to non-private railcars, where applicable, and shall commence the first subsequent 07:00 AM as listed on the Demurrage Schedule of Charges. For Schedule of Charges see ITEM 3100 Demurrage & Storage Schedule of Charges.

ITEM 3012 EXCESS DEMURRAGE SURCHARGE:

When there is excessive detention of CGR owned railcars, CGR may charge an additional charge per day when a specific CGR car (identified by car initial and number) is not released within 10 days. This Excess Demurrage Surcharge is in addition to the basic demurrage charge established on ITEM 3011. For charge information see ITEM 3100 Demurrage & Storage Schedule of Charges.

ITEM 3013 STORAGE OF RAILCARS:

Railcars can be stored with no free time, upon written approval from CGR and available storage capacity. For charge information see ITEM 3100 Demurrage & Storage Schedule of Charges.

Once storage charges commence, charges are applicable on all days including weekends and holidays. A Special Switching Service charge is also applicable when a railcar is released from storage to a local industry or to a line haul carrier other than CGR. For storage containing Hazardous or TIH-PIH see corresponding ITEM 3060.

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CG Railway accepts no liability, and the user of the storage arrangement releases CG Railway from such liability, with respect to any damage, loss or injury to the railcar(s) or its contents, while in stored status, except to the extent caused by the negligence of CG Railway.

STORAGE OF HAZARDOUS RAILCARS:

Receiver and exporter shall be prepared to receive and have all the documentation ready for the carloads of hazardous commodities immediately upon notification. There will be no free time granted to receiver once notification takes place. Charges will begin at 07:00 AM after notification to the receiver or the first day of deliverable service, whichever occurs first. If any of the parties is unable to accept the carload with hazardous material at either served port or it is not ready for customs clearance, when it is first tendered and CGR must then hold the railcar(s), it is subject to storage charges. For charge information see ITEM 3100 Demurrage & Storage Schedule of Charges.

STORAGE OF TIH/PIH RAILCARS:

Receiver and exporter shall be prepared to receive and have all the documentation ready for the carloads of TIH-PIH commodities immediately upon notification. There will no free time granted to receiver once notification takes place. Charges will begin at 07:00 AM after notification to the receiver or the first day of deliverable service, whichever occurs first. If a receiver or receiving location is unable to accept a TIH-PIH commodity carload when it is first tendered after notice and available for delivery, or railcar is not ready for customs clearance, requiring CGR to hold the railcar(s), it is subject to storage charges. For charge information see ITEM 3100 Demurrage & Storage Schedule of Charges.

ITEM 3014 DEMURRAGE SCHEDULE OF CHARGES: UNIT TRAINS:

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ITEM 3015 FOREIGN LINE LOCOMOTIVE USAGE:

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ITEM 3016 INTRA-PLANT SWITCHING

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ITEM 3017 INTRA-TERMINAL SWITCHING:

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ITEM 3018 INTER-TERMINAL SWITCHING:

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ITEM 3019 RECIPROCAL SWITCHING

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ITEM 3020 INTERMEDIATE SWITCHING

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ITEM 3021 CARS RECEIVED IN ERROR BY CARRIER

Refer to ITEM 7002

ITEM 3022 “SHIPMENT TO ORDER”, “ORDER NOTIFY” OR “STRAIGHT BILL OF LADING” REQUIRING SURRENDER OF BILL OF LADING OR WRITTEN ORDER:

When the original Bill of Lading or written order covering a shipment described above is not available, the property may be delivered in advance of the surrender of the Bill of Lading or written order, as the case may require, under provisions of Rule 7 of the UFC. If a Bill of Lading is tendered after car is released loaded or empty, shipper releasing said car will be assessed applicable charges, for every day CGR awaits instructions for movement demurrage charges may also be assessed. For charge information see ITEM 3200 Accessorial Charge Reference Guide and ITEM 3100 Demurrage Schedule of Charges. When Order Bills of Lading or written orders are received prior to arrival of the car on CGR there will be no charge.

ITEM 3023 SPECIAL SERVICES

Special Service is defined as service at other than normal assigned time, expedited train service or transportation requirements at the request of the customer, including services required due to excessive dimension, weight or other conditions not permitting normal operations.

Upon request, Special Service may be provided with reasonable advance notice to CGR and only when CGR determines that sufficient resources are available to provide such services during

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prescribed scheduled operating and switching times. Special service requests must be submitted in writing via email to CGR. All applicable charges will be assessed in addition to the charges specified at time of request to cover usage.

ITEM 3024 CLOSING OR OPENING DOORS ON CARS

Loaded cars will not be moved unless all doors, hatches, outlet gate doors on covered hoppers, gates and tie-down devices are secured. Additional Special Switch charge will apply if any subsequent trips to the customer are necessary due to doors, etc., not being secured. On empty or loaded cars, when it becomes necessary for the CGR or their contractor, to close or open doors, hatches, gates, outlet gate doors on covered hoppers, or secure tie-down devices, charges will be assessed against the customer releasing said car. This service is provided at the convenience and discretion of CGR. For charge information see ITEM 3200 Accessorial Charge Reference Guide

ITEM 3025 IMPROPERLY LOADED CARS (OVERLOADED):

CG Railway will not accept in interchange from shippers, receivers or connection railroads for movement over and on the tracks or operation of CGR, railcars that are loaded in excess of the stenciled load limit as shown on the railcar, or if the gross weight (combined weight of railcar and freight including all other material incidental to the movement of goods) is in excess of the track weight limitations at any point along the route of movement. In the absence of such stenciled load limit, the loading capacity of the car as delineated in the Official Railway Equipment Register issued by the Railway Equipment and Publication Company will govern.

Cars found to be overloaded/improperly loaded will be considered BAD ORDER and are subject to a Special Switching Services charge. A Hazardous Switching or TIH-PIH or Heavy Duty Flat Car Switching Surcharge per car may apply. A car that is found overloaded beyond tolerances or improperly loaded will not be moved until the condition is rectified and demurrage charges will apply. The removal and disposal of the overloaded portion of the contents of the car and the cost of load adjustment in addition to any additional switching charges necessary to effect removal, disposal, or adjustment is entirely the responsibility of the shipper.

The shipper on the Bill of Lading will be responsible for all charges that accrue in connection with this item, in addition, the shipper will indemnify CGR from liability for any loss of life, personal injury, or damages to property as a result of the improper loading of equipment.

ITEM 3026 DUNNAGE ON CGR EMPTY RAILCAR(S):

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For equipment owned or managed by CGR the unloading consignee must completely unload, clean and have all doors and hatch covers properly closed and secured prior to being released as "empty." Consignees will be assessed an Excessive Residue charge arising from empty released railcars with dunnage. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 3027 CARS RELEASED EMPTY, WHEN ACTUALLY LOADED OR RELEASED LOADED WHEN ACTUALLY EMPTY., PENALTIES AND FINES:

If a car is released empty and found to be loaded (false empty) and vice versa, the customer will be billed the freight rate plus any accessorial switching and demurrage as determined by the Marketing Manager to return the railcar. All penalties and/or fines charged by the Regulatory Authorities to the Customer or to CG Railway will be for the account of the Customer.

ITEM 3028 TURNING OF CARS, RETURN(S) OF LOADS OR EXCESSIVE RESIDUE:

A special freight quote will be quoted as required for a loaded return for the following circumstances but not limited to; 1) A loaded movement that needs to be returned to the port of departure due to improper documentation, improperly loaded, overloaded or other circumstances that would not allow the shipment to proceed to final destination 2) A documented empty must be returned to the port of departure due to excessive residue from the prior loaded movement 3) Due to false empty.

ITEM 3029 EMPTY CARS ORDERED, NOT LOADED (ORDERED AND NOT USED):

If a car order is placed for empty cars for loading and the service of constructive or actual placement has been performed and the cars are subsequently released back to CGR without being loaded and billed in addition to applicable demurrage charges, a charge will be assessed to the party ordering the equipment. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 3030 CARS ORDERED ON BEHALF OF CUSTOMER, CANCELLED WHILE ENROUTE SURCHARGE:

Should a customer need to cancel a car order, 48-hour notice is required. If within 48 hours, a surcharge for Cars Ordered but cancelled while enroute will apply in addition to a Special Switch charge. If CGR has placed a car order on behalf of the customer and instructions are received by CG Railway to cancel the car order while cars are enroute but have not yet been constructively

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placed or placed, the Cars Ordered but canceled while enroute is applicable. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 3031 EMPTY OR LOADED RAILCARS RELEASED; NOT AVAILABLE TO PULL

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ITEM 3032 EMPTY OR LOADED RAILCARS ORDERED IN; UNABLE TO PLACE:

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ITEM 3033 MILEAGE CHARGES ON PRIVATELY OWNED RAILCARS:

CGR will not pay mileage charges on privately owned cars when moving from, to or via stations CGR.

ITEM 3034 MOVEMENT OF LOCOMOTIVES

Privately owned, leased or foreign line locomotives moving point to point over the CGR Road will be assessed a line haul charge to be determined by the Marketing Manager and is contingent on locomotive moving in regular Rail Ferry service. CGR will not absorb any switching charges applicable to shipments of locomotives, unless quote indicates if switching charge is included. Prior to moving said locomotive, contact the CGR's Marketing Representative for special arrangements for this movement. All privately owned, leased or foreign locomotives are subject to a joint inspection at interchange by both the CGR mechanical personnel and connecting carrier mechanical personnel. Any locomotives that fail inspection will be rejected at the interchange. CGR will assume no liability while moving locomotives. This is subject to the Fuel Surcharge Tariff.

ITEM 3035 DIVERSION OR RE-CONSIGNMENT:

CG Railway will provide diversions and re-consignment services, upon request via email, from customer(s) relative to traffic tendered for transportation prior or after loading or discharge of the ocean leg. To initiate a diversion, CGR Bill of Lading for Manual Entry form must be received in time to permit the change to be accomplished before the car is interchanged with another carrier participating in the line haul movement. CG Railway will make a diligent effort to accomplish the desired diversion when the car is in CGR's possession. CGR will not initiate a diversion after car has been interchanged, or lined up to interchange, to a connecting railroad. Customer, or authorized party, must contact connecting railroad and will be subject to connecting railroads tariffs and diversion procedures.

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Charges for CGR documentation services shall be applicable on all diversions completed by CGR. Such request may be subject to a Special Switching charge plus the applicable demurrage charges commencing the first subsequent 07:00 AM after the car is ordered held for instructions. A Hazardous Switching Surcharge per car may apply. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

It will be considered a diversion when:

- a) Change the name of the Consignee.
- b) Change the name of the Consignor.
- c) Change the destination.
- d) Change the route.

No diversion will be accepted:

- a) After arrival railcar has been interchanged, or lined up to interchange, with the applicable interchange switching carrier.
- b) CG Railway will not accept a diversion order that would change CGR's participation in the route. This movement will be subject to Special Switch Service charge and Hazardous or TIH-PIH surcharge may apply. They are due prior to returning railcar to the requested carrier.
- c) CGR will accept a new waybill for re-routing the car or utilize the diversion order as the new waybill.
- d) Waybill changes for Diversion and Reconsignments shall be handled in accordance with the Railway Accounting Rules.

ITEM 3036 CHANGES OR CORRECTION TO SHIPPING INSTRUCTIONS/WAYBILL:

CGR accepts Shipping Instructions via eBOL, through EDI from other railroads or 3rd party services. Prior to making corrections, the customer must notify CGR Customer Service via email (cgrcs@cgrailway.com) prior to making the change or immediately upon submitting the change. This is to ensure the correct information is captured and transmitted throughout the entire route. The notification does not guarantee the revised billing can be applied to reflect the change made. If changes are made after the car has been received by CGR, Customer, or authorized party, may email updated Shipping Instructions to cgrcs@cgrailway.com and a charge can apply for the change to waybill or shipping instructions. Customer Service will assess if it is a diversion or a waybill change and/or cancellation of waybill. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

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It will be considered a waybill change when updating, correcting, or changing:

- a) Address of a party, to match the CIF data, but does not change the route or destination.
- b) Change of party name and address not listed as Consignor or Consignee
- c) Load or Empty Status
- d) Commodity and Standard Transportation Commodity Code (STCC), pending on rate in place.
- e) Weight
- f) Number of Pieces
- g) Addition or removal of Freight Forwarder or Customs Broker
- h) Seal numbers
- i) Documentation for hazardous cargos must meet all Regulatory requirements to be considered complete.
- j) Freight Terms
- k) Internal Transaction Number (ITN)
- l) Electronic Export Information (EEI)

ITEM 3037 LEASING OF RAILROAD TRACKS FOR STORAGE

Refer to ITEM 3013

ITEM 3038 FAILURE TO DELIVER LOAD TO CGR (EQUIPMENT MIS-USE CHARGES):

If any shipper reloads a CGR controlled freight car off-line without prior written or verbal consent from CGR, an Equipment Mis-Use charge will be assessed against that shipper. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 3039 METHOD OF SUBMISSION - FORWARDING INSTRUCTIONS & ADDITIONAL SERVICES

Refer to ITEM 1014

ITEM 3040 METHOD TO PERFORM ADDITIONAL REQUESTS ON RAILCARS

CGR will accept additional request information by emailing the request to CGR's Customer Service at cgrcs@cgrailway.com.

ITEM 3041 DATE AND TIME RECORD OF NOTIFICATIONS:

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When electronic or mechanical devices are used to furnish forwarding instructions and/or empty release information to CGR, the recorded date and time at which the instructions are received by CGR will govern.

ITEM 3042 EQUIPMENT MIS-USE CHARGES

Refer to ITEM 3038

ITEM 3043 CHARGES FOR STAND-BY SWITCHING SERVICES

When electronic or mechanical devices are used to furnish forwarding instructions and/or empty release information to CGR, the recorded date and time at which the instructions are received by CGR will govern.

ITEM 3044 RE-SPOTTING CHARGE

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ITEM 3045 HANDLING OF EMPTY FREIGHT CARS

This provision will not apply when the empty movement is immediately preceded by a loaded revenue movement and empty is returned to original interchange or if the empty movement is immediately followed by a loaded revenue movement. This provision applies on all types of rail cars, including, but not limited to, cars provided by railroads, leased cars and cars bearing other than railroad reporting marks, but not including passenger train cars. The charge for movement of empty cars will be quoted upon request. CGR will not be responsible for the payment of any per diem or mileage charges, nor will CGR absorb any switch charges, unless specified in quote that it is inclusive of switch charges. This rate will apply only to the movement of cars in regularly scheduled service.

ITEM 3046 DIMENSIONAL SPECIAL SWITCHING SERVICES:

For special switching, storage, and demurrage on dimensional shipments, CGR will quote upon request. Please consult your Representative for a rate quote. See SECTION VI: HIGH-WIDE-HEAVY CLEARANCE PROCEDURES of the General Tariff 2.0 for information for moving high/wide or heavy shipments via CGR. All Clearance Requirements must be met before shipment arrives to CGR.

ITEM 3047 CARS WITH IMPROPER LOADING OR IN A DANGEROUS MANNER

Refer to ITEM 3025

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ITEM 3048 CAR ORDERING BY SPECIFIC NUMBER (CHERRY PICK):

A switch charge will apply when a customer has cars in storage status and orders in a specified rail car or specified series of rail cars (i.e., what is known as "Cherry Picking"). For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 3049 EMPTY CARS RECEIVED BUT NOT ORDERED

Refer to ITEM 7003

ITEM 3050 INCOMPLETE BILL OF LADING INFORMATION

When cars have been pulled from the industry or team track and the customer-supplied documentation on, or associated with the Bill of Lading, is insufficient, inaccurate, or incomplete to continue or complete service delivery, CGR will correct the Documentation with the shipper and:

1. The shipper will be assessed an ITEM 3036 CHANGES OR CORRECTION TO SHIPPING INSTRUCTIONS/WAYBILL: charge per car.
2. If the car must be stopped awaiting further information or documentation from shipper, the car will be placed in hold status and all applicable demurrage or other ancillary charges such as switching will apply.
3. Cars will not be removed from hold status until the shipper provides CGR with complete information.

For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 3051 RE-RAILING RAILCARS AND RAILCARS DAMAGED BY CUSTOMERS

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ITEM 3052 CARS NOT PROPERLY PLACARDED:

A charge of special switch service (Hazardous or TIH-PIH switching surcharge may apply), and applicable demurrage charges will be assessed for cars not properly placarded. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 3053 RAILCARS REJECTED BY CUSTOMER AS UNSUITABLE FOR LOADING, CUSTOMER REFUSED TO LOAD CARS:

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Empty railcars rejected as unsuitable for loading and loaded railcars refused at destination without being unloaded are allowed two-days of free time for inspection and release. Customers choosing to keep railroad-owned cars, or private cars on railroad property, beyond that time will be billed the Demurrage Schedule of Charges. For charge information see ITEM 3100 Demurrage & Storage Schedule of Charges.

ITEM 3054 CALL OUTS / CAR REPAIRS:

If CGR is required to repair damage to cars caused by a customer, all costs of repairs plus a 25% mark-up will be charged to the customer. Outbound loaded cars or released empty cars will not be moved unless all doors, hatches, gates and tie down devices are secured. This service is provided at the convenience and discretion of the CGR. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 3055 WEIGHING

A charge will be assessed to Customer requesting that a railcar be weighed. This service is provided at the convenience and discretion of the CGR. Contact CGR's Customer Service team at cgrcs@cgrailway.com.

ITEM 3056 UNIT TRAINS THAT CANNOT BE RECEIVED BY CUSTOMER ON CUSTOMER TRACK

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ITEM 3057 SURCHARGE – BOXCAR, CENTERBEAM FLAT CARS, MILL GONDOLA CARS OWNED, LEASED OR OTHERWISE CONTROLLED BY CGR.

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ITEM 3058 SPECIAL SWITCHING SERVICES:

CG Railway upon specific request and contingent upon operational viability, CG Railway will hold railcars for subsequent instructions and may provide special switching services in connection with its rail marine operations. (i.e., diversions, re-consignment, transloading, and trans-shipment). Such a request shall be subject to a special switching service charge plus the applicable demurrage charge(s) (see ITEM 3100 below) commencing the first subsequent 7:00 AM after the car is ordered held for instructions.

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A Hazardous or TIH-PIH Switching Surcharge per car may apply in addition to the Special Switching service. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 3059 HAZARDOUS SWITCHING SURCHARGE:

A hazardous switching surcharge will be assessed on all special switching services movements for railcars containing hazardous materials but not including TIH-PIH. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 3060 TIH/PIH SWITCHING SURCHARGE:

A TIH-PIH switching surcharge will be assessed on all special switching services movements for railcars containing such commodity. TIH-PIH are hazardous commodities classified by the US Department of Homeland Security's Transportation Security Administration (TSA) as RSSM (Rail Security-Sensitive Materials). Railcars containing hazardous commodities are classified by the US Department of Homeland Security's Transportation Security Administration (TSA) as RSSM. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 3061 HEAVY DUTY FLAT CAR SWITCHING SURCHARGE:

In addition to the special switching charge, a Heavy-Duty Flat Car switching surcharge will be assessed when heavy duty flat cars with more than 4 axles, including locomotives, are held for any reason. Applicable demurrage charges on railcars will be quoted as needed. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 3062 SPECIAL LOCAL INDUSTRY SWITCHING SERVICES:

Upon request CGR may arrange domestic switching services from and to industries in the Mobile, Alabama Commercial Area. Charges for these services will be quoted upon request.

ITEM 3063 BAD ORDER CARS NEEDING TO MOVE TO THE REPAIR TRACK OR SHOP:

Bad order railcars arriving in Mobile Alabama which require movement to a designated Repair Track or Shop served by the CGR or T ASD will be subject to a Special Switch charge. For charge information see ITEM 3200 Accessorial Charge Reference Guide. The switch charge would not be applicable to the customer if the rail car owner is the party responsible and agrees to payment of such charges. If the rail car owner is not agreeable to the charges, then the charges would be covered by the customer. CGR would provide the necessary supporting documentation needed for the customer to claim with the car owner.

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ITEM 3064 CUSTOMS BORDER PATROL HOLD:

Cars requiring Customs inspections shall be subject to a Special Switching service per car plus the applicable demurrage charges commencing the first subsequent 07:00 AM while awaiting Customs inspection. A Hazardous or TIH-PIH Switching Surcharge per car may apply. For charge information see ITEM 3200 Accessorial Charge Reference Guide. If U.S. Customs requires an intense examination which requires opening and closing of doors and/or unloading and reloading of cargo, a quote will be provided by CGR or servicing warehouse.

ITEM 3065 CUSTOMS CLEARANCE HOLD:

In the event required customs documentation and information is not provided in a complete and timely manner, but in no event later than twenty-four (24) hours before next vessel departure after receipt by CG Railway, the applicable demurrage charges shall be assessed if the car is held by CG Railway awaiting proper documentation commencing with the first subsequent 07:00 AM after the railcar is received in interchange. A Special Switching Services charge is also applicable when a railcar is released from storage to a local industry or to a line haul carrier other than CGR. A Hazardous or TIH-PIH Switching Surcharge per car may apply. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 3066 CARS ORDERED AND REJECTED BY CUSTOMER:

When railcar(s) are rejected due to incorrect car type or size, and CGR had received the incorrect car type or size on the Car Order Request form; a charge of Cars ordered and rejected due to incorrect specs provided by customer will be assessed. Such an incident will also be subject to a Special Switch service charge. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 3067 UNLOADING CONDITIONS OF CGR SUPPLIED EQUIPMENT AT DESTINATION:

Upon arrival and placement of CGR supplied equipment for unloading at destination, consignee will be responsible for unloading the equipment in a manner which does not damage the equipment, and for releasing the equipment with closed doors, if equipped, in a condition suitable for reloading by another shipper.

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If consignee refuses or fails to remove all lading, dunnage, blocking, bracing, strapping, miscellaneous debris, or other material that was part of the inbound shipment to secure interior loading devices, or places additional material into the equipment before releasing the car, and CGR proceeds to remove such debris, CG Railway reserves the right to assess additional charges associated with ITEM 2216 Dunnage on CGR Empty Railcar(s). Excessive Residue Charge, including any applicable disposal fees, demurrage, or necessary switching charges. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 3068 SEAL REQUIREMENTS:

If a car is not properly sealed or the seals do not meet the requirements, then CG Railway will send the railcar back to the delivering railroad. A Special Switching Service and Demurrage charges may apply. For charge information see ITEM 3100 Demurrage & Storage Schedule of Charges and ITEM 3200 Accessorial Charge Reference Guide.

ITEM 3069 CARRIER BOND CHARGE:

All in-bond shipments shall move under the Shipper's U.S. Customs Custodial bond. CGR has a carrier bond that can be used only with pre-approval and a fully executed agreement is in place. To request the use of CGR's Carrier Bond contact your account representative for costs and more details.

ITEM 3070 SECURITY, ESCORTS, OR GUARD SERVICES:

CGR does not provide security, escorts, or guard services. When a customer desires or requires special handling/services and needs special personnel to assist: a person, customer, or subcontractor, a fee will be assessed to the requester based on the applicable AAR rate, which changes quarterly, per person, per hour. This includes services such as piloting, TWIC escort, blue flag, and derailment inspections. Those in need of these services should make a contractual request to CGR Customer Service at cgrcs@cgrailway.com.

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ITEM 3100 DEMURRAGE & STORAGE SCHEDULE OF CHARGES:

DEMURRAGE SCHEDULE OF CHARGES

		<i>Free Time</i>	Charge	
ITEM 3004	Railroad-Controlled Cars	1 Day – Load (A) 2 Days – Unload (B)	\$90.00	Per car per day
ITEM 3012	Excess Demurrage Surchage	Days 10+	\$125.00	Per car per day
	Error!			
	Reference source not found.			
ITEM 3004D	Hazardous Material <i>*Excludes empty hazardous residue cars.</i>	1 Day – Load 2 Days – Unload	\$250.00	Per car per day
ITEM 3004E	TIH-PIH	No free time	\$1,000.00	Per car per day
ITEM 3061	Heavy Duty Equipment	1 Day – Load 2 Days – Unload	\$250.00	Per car per day

STORAGE SCHEDULE OF CHARGES

ITEM 3013	Railroad-Controlled Cars	No free time	\$90.00	Per car per day
ITEM 3006	Private Owned Equipment	No free time	\$75.00	Per car per day
ITEM 3004 D	Hazardous Material Railcars	No free time	\$250.00	Per car per day
ITEM 3004 E	TIH – PIH Railcars	No free time	\$1,000.00	Per car per day

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ITEM 3200 ACCESSORIAL CHARGE REFERENCE GUIDE

SECTION	DESCRIPTION	CHARGE	NOTES
ITEM 3016	Special Switch Service	\$600.00	per switch per car
ITEM 3024	Closing or Opening Doors	\$175.00	Per car, per event, plus special switch service
ITEM 3025	Overloading and Improper loading	Applicable demurrage and switching charges will apply	
ITEM 3026	Dunnage on Empty CGR Railcar(s)	\$750.00	per car per incident (disposal of dunnage, at cost, not included)
ITEM 3027	Error! Reference source not found.	At Cost	per car per incident
ITEM 3028	Error! Reference source not found.	Quoted on request	
ITEM 3029	Equipment Ordered, Placed and not used	\$600.00	per car
ITEM 3030	Cars ordered but cancelled while enroute	\$600.00	Per car
ITEM 3035	Diversions and Reconsignments	\$300.00	per railcar
ITEM 3036	Changes or Corrections to Waybill / Shipping Instructions	\$150.00	per waybill
ITEM 3038	Equipment Mis-Use Charge	Minimum Charge of \$600 per car	
ITEM 3052	Cars not properly placarded	\$50.00	Per placard + Special Switch Fee and Hazardous or TIH-PH Surcharge
ITEM 3054	Car Repairs	Cost + 25%	

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SECTION	DESCRIPTION	CHARGE	NOTES
ITEM 3059	Hazardous Switching Surcharge	\$550.00	per switch per car
ITEM 3060	TIH-PIH Switching Surcharge	\$1,500.00	per switch per car
ITEM 3061	Heavy Duty Car; 4+ axel and locomotives Surcharge	\$400.00	per switch per car, plus special switch service
ITEM 3062	Special Local Industry Switch	Quoted on Request	per switch per car
ITEM 3064	Customs Border Patrol Hold	Applicable demurrage and switching charges	
ITEM 3065	Customs Clearance Hold	Applicable demurrage and switching charges	
ITEM 3066	Cars ordered and rejected due to incorrect specs provided by customer	\$550.00	Per car
ITEM 3068	Return of railcar due to seal requirements	\$75.00	Per seal and applicable demurrage and switching charges, if applicable
ITEM 3069	Carrier bond charge	Quoted and contracted on request	
ITEM 3070	Security, Escorts, Or Guards	Quoted as indicated on AAR rate, per person / hour	

END OF SECTION

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SECTION IV: RATE PUBLICATION INFORMATION

Prices are subject to increase, change or expiration. Any change to the prices will be shown in supplements to or a reissue of CGR RQA Publication. Except as otherwise noted, ancillary charges contained in other documents will apply.

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ITEM 4000 GENERAL CONDITION:

Freight rates are subject to increase, change, or expiration. Any change to the prices will be shown in supplements to or a reissue of CG Railway's public price documents. Except as otherwise noted, ancillary charges contained in other documents will apply.

ITEM 4001 CURRENCY:

Prices are stated and payable in U.S. funds.

ITEM 4002 ALTERNATION OF PRICES:

Rates specified in a Rail Transportation Contract or private rate quote of the CGR shall take precedence over prices published in this public Price List for the same commodities over the same routes and unless otherwise specified in a Rail Transportation Contract or private rate quote. Prices published in this public Price List shall apply. CGR may alternate the prices set forth in the Price List with alternate price publications, which shall be subject to all other terms and conditions set forth herein.

ITEM 4003 RESERVED:

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ITEM 4004 CONFLICT OF RULES:

The rules in this document will take precedence over rules contained in other separate publications when shipments move under the prices contained in a CGR's public price document.

ITEM 4005 DESCRIPTION OF COMMODITIES AND INSPECTION:

The description of commodity(s) on the Shipping Document will conform to the Standard Transportation Commodity Code (STCC) and show the STCC Number(s). When different prices are provided for the same commodity(s) according to the type of packing or package, the type of packing or package should be shown. CGR reserves the right to inspect shipments to determine applicable prices. When the commodity(s) are found to be incorrectly described, freight charges will be collected according to the proper description.

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ITEM 4006 FREIGHT RATES AND CHARGES FOR INDIVIDUAL COMMODITIES:

When handled in Rail Marine Transportation between Mobile, Alabama, United States and Coatzacoalcas, Veracruz, Mexico. All applicable rates are quoted on request. CG Railway reserves the right to contract for volume carriage based on a designated minimum volume of rail traffic within a specified period.

ITEM 4007 EMERGENCY ROUTING:

When in the case of pronounced traffic congestion (not an embargo), washout, wreck or other similar emergency, or through CGR's error, CGR can forward shipments via other junction points of the same CGR or via the lines of other carriers' party to the Price List, the price to apply will be that specified in this Price List, but not higher than the price applicable via the route of movement.

ITEM 4008 FUEL SURCHARGE:

Fuel surcharges as provided for in CGR's Fuel Surcharge Publication as of the date of shipment tender shall apply. See Fuel Surcharge publications at www.cgrailway.co/fsc

ITEM 4009 INTERNAL ROUTING:

Prices or routes published herein, to, from or via stations on CGR, while on the rails of the CGR, are applicable only over the shortest distance between the stations where transportation is performed by CGR, except as otherwise specifically authorized by other agreement(s), or unless handled out of route for Carrier's convenience.

ITEM 4010 INCORPORATION OF DOCUMENTS:

Prices subject to the rules and conditions of the Railway Equipment Register, STCC 6001, OPSP 6000, UFC 6000.

ITEM 4011 LOADING AND UNLOADING:

Consignors and Consignees will load and unload cars.

Consignors must load all cars in accordance with the Association of American Railroads' Circular 42 Series and appropriate AAR commodity loading publications and revisions thereof, or as approved by Rail Carriers involved. All unused tiedowns and other security devices must be returned to and stored in the same car from which they were removed, and devices must be secured. To inquire about loading and unloading requirements for CGR, contact its commercial team CGRcommercial@cgrailway.com. Temporary blocking, flooring, or lining, corrugated

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fiberboard or plywood separators or dividers, standards, strips, stakes, or similar bracing or supports (hereafter referred to as dunnage), bulkheads, partitions, temporary doors, or door protection, not constituting a part of the car, when required to protect and make freight secure for shipment, will be furnished and installed by Consignor at his expense.

The consignee is responsible for unloading all material from the rail car. This includes lading, dunnage, loading or unloading enhancement materials, or any other miscellaneous debris. Failure to comply with these rules will result in the Consignee being charged for all associated removal costs. For charge information see ITEM 3026, ITEM 3067 and ITEM 3200 for related charges. This service is provided at the convenience and discretion of CGR. When equipment is found to be mis-loaded or overloaded, the Consignor will be given the opportunity to correct the situation at the Consignor's expense. The consignor is responsible for all damage to freight, rail equipment, or both caused by misloading or overloading. Consignee is required to return and secure the same car, all railroad-controlled securement devices removed to complete unloading, securely lock all bulkhead doors, return doors used in transportation of bulk commodities and close all exterior doors and hatches.

ITEM 4012 LOSS AND DAMAGE LIABILITY:

A) EQUIPMENT LIABILITY:

CGR shall be liable for claims resulting in loss or damage to Shipper's equipment only if CGR's negligence is shown by the claimant to be the direct cause of the loss or damage.

B) CLAIMS FOR DAMAGE TO, OR DELAY OR LOSS OF, FREIGHT:

CARMACK AMENDMENT PROTECTIONS:

CGR offers Carmack Amendment protection tailored to the commodity and route over which a Shipper is asking CGR to transport its freight. If desired, please contact your sales representative to receive a specific rate quote with Carmack Amendment protection. If Carmack Amendment protection is desired for a shipment that extends beyond the CGR's network, it is the Customer's responsibility to contact and determine the requirements, limitations, and fees of the other carrier(s), and to obtain Carmack Amendment protection from the other carrier(s). Any Shipper that wants CGR to assume liability for damages up to a declared value of the goods being shipped without requesting a tailored rate quote pursuant to the foregoing paragraph must send an email to cgrcs@cgrailway.com, before tendering the goods to CGR, that includes: (1) a statement declaring the election of Carmack Amendment protection and the value of the shipment, and (2)

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acknowledgement that the Carmack Premium, as defined below, will be added to their invoices, or billed to them separately. The Shipper must also provide railcar and waybill numbers for each affected railcar to CGR as soon as reasonably possible at cgrcs@cgrailway.com. The "Carmack Premium" portion of the line-haul rate is equal to 10% of the declared value of the goods and added to the common carrier line-haul price.

CGR's liability for damage to, or delay or loss of, goods in transit under this Item shall not exceed, and is limited to, the lesser of value of the goods or the declared value, if applicable. In the absence of an election by Shipper under this section, Carmack Amendment protection is waived, and the provisions of ITEM 4013 shall apply.

ITEM 4013 ALTERNATIVE APPROACH FOR DAMAGE TO, OR DELAY OR LOSS OF FREIGHT:

If the Shipper does not elect Carmack Amendment protections as set forth in ITEM 4012B above, CGR will assume liability for freight claims subject to the following limitations:

- a. CGR's minimum claim for loss or damage to freight is \$500.00.
- b. CGR's maximum liability for loss of or damage to the freight is the lower of (i) its original cost; (ii) the cost of replacement; or (iii) \$25,000 per rail car; provided, however, any liability of CGR for damaged cargo shall be reduced by the amount of any net salvage proceeds received by Shipper for such cargo.
- c. CGR's liability for shortage of goods shall be conditioned upon evidence of unauthorized entry into the rail car while the same is in the possession of CGR.
- d. CGR will not be liable for loss, damage, or delay to lading caused by an Act of God, a public enemy, the authority of the law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the shipper/consignor, owner or consignee/receiver, or from any cause whatsoever which occurs while the lading is not in the actual physical custody and control of CGR.
- e. Shippers acknowledge and accepts the inherent tendency of perishable goods to deteriorate or decay. CGR is not liable for the decline of goods as is reasonably expected to occur while enroute. CGR is not liable for the decline of goods attributable to disease or decay within the goods when loaded.
- f. CGR shall not be responsible for loss or damage to the freight or shipments originating or terminating outside the United States when the location at which damage occurred is unknown.

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- g. Shippers must mitigate its loss by acceptance of damaged or remaining cargo and salvage activities thereafter. Shipper may not abandon damaged or remaining goods to CGR unless the damaged or remaining lading retains no value. Product that is abandoned to CGR in an undamaged condition will be sold and the salvage proceeds only, less salvage expenses, will be remitted to the owner.
- h. Shipper is responsible for proper and lawful packaging, loading, stacking, blocking, bracing and ventilation of the cargo. Shifting of a load enroute is, of itself, not evidence of CGR's mishandling.
- i. Shipper is responsible for loading only cars suitable for Shipper's cargo.
- j. Individual pricing documents may contain different limits which take precedence over the terms in this ITEM 4013.

Subject to the limitations in this ITEM 4013, and the remaining provisions of this General Tariff No. 2, claims for damage to, or delay or loss of, any commodity transported by CGR is governed in all other respects by the provisions of the Carmack Amendment and Title 49 of the Code of Federal Regulations Part 1005.

A freight claims form can be secured by emailing a request to CGR's Customer Service at cgrcs@cgrailway.com.

ITEM 4014 GENERAL LIABILITY PROVISIONS:

- a. There shall be no presumption of CGR's fault for the loss, damage or delay of cargo. The burden of proof to establish the culpability of the CGR is upon the claimant. CGR is not liable for any loss, damage, or delay of cargo, except where CGR's intentional act or omission, gross negligence or simple negligence is the direct or proximate cause of the injury. If CGR's act or omission is not the sole cause of the injury but contributes to the loss, damage or delay to the cargo, the CGR will be liable only for that portion of the injury as corresponds to its comparative culpability.
- b. Under no circumstances will the CGR be liable for special or consequential damages, including market decline claims, products deterioration, or other such claims based on delay in transportation, nor shall the CGR be liable for punitive damages or attorney fees.
- c. CGR agrees to transport shipments with reasonable dispatch. CGR does not guarantee rail service within any particular time frame.

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- d. CGR shall not be responsible for furnishing, applying, verifying or inspecting cargo seals. When seals are applied, all doors, hatches, valves and other openings on railcars must be sealed. The Shipper must include each seal number and the name of the employee applying the seal(s) in the Shipping Instructions / Bill of Lading. CGR will not honor claims for loss, damage or contamination of railcar contents based solely on the absence of one or more seals at the time of delivery at destination. In the event of a shortage claim, verification of quantity shipped and quantity received should be provided as well as the seal record at time of unloading and on receipt from CGR.
- e. CGR shall not be liable for damaged product due to overhead stacking compression onto lower layers of cargo.
- f. For vehicle shipments, any loose or uninstalled vehicle components in any vehicle transported by CGR are tendered at the sole risk of loss of Shipper. Only one claim may be filed for any individual vehicle.
- g. In the absence of an election by Shipper under ITEM 4012B above, CGR's maximum liability for cargo is the lower of (i) its original cost, (ii) the cost of replacement, or (iii) \$25,000 per rail car; provided, however, any liability of CGR for damaged cargo shall be reduced by the amount of any net salvage proceeds received by Shipper for such cargo.
- h. Failure of the Shipper to comply with packaging requirements of the Uniform Freight Classification and AAR loading provisions shall be a defense to any claim for damage.
- i. Any claim for loss or damage shall be filed within nine (9) months of the date the shipment was delivered, or in the case of failure to make delivery, then within nine (9) months after a reasonable time for delivery. Any lawsuit or other action for the enforcement or liability for loss of damage shall be instituted within two years after the railroad first declines the claim.

ITEM 4015 CLAIM FILING PROVISIONS:

- a. CGR liability for damages or shortages as provided herein is contingent upon CGR or its agent receiving immediate notification of all noted visible damages and/or shortages discovered during the unloading of a rail car. Damage or shortages discovered other than between 8:00 A.M. and 5:00 P.M., Monday through Friday, are subject to reporting no later than 24 hours following unloading from rail car, Saturdays, Sundays, and Holidays excluded. Concealed damage must be reported immediately upon discovery and made available for inspection at the point of delivery.

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- b. Failure of the CGR to inspect the cargo will not constitute an admission of liability by the CGR or alter the burden of proof on the claimant to establish the liability of the CGR.
- c. If the location of the loss, damage, or delay to the cargo is known to the claimant, the claim must be filed with that rail carrier on whose line the injury occurred. Otherwise, the claim may be filed with any linehaul rail carrier in the route of the movement.
- d. A claim must be in writing and must include documentation identifying the rail shipment, including the following information:
 - 1) Date of claim filing
 - 2) CGR's identification
 - 3) Railcar initial and number
 - 4) Shipper's/consignor's name, address, contact and telephone number.
 - 5) Consignee's/receiver's name, address, contact and telephone number.
 - 6) Commodity
 - 7) Loading date
 - 8) Shipping date
 - 9) Bill of Lading
 - 10) Invoice or Manufacturing Costs of commodity
 - 11) Freight Bill(s)
 - 12) Description of damage or loss
 - 13) Demand for payment of a specific amount, with a statement of the formula or basis on which the damages are calculated, plus evidence in support of the calculation.
 - 14) Additional information as requested by CGR to verify claim which may include photographic or other evidence.

ITEM 4016 ONE CONSIGNOR, CONSIGNEE, AND DESTINATION:

The name of only one Consignor, one origin, one Consignee and one destination shall appear on a Shipping Document. The Shipping Document may also specify the name of a third party that will be billed for the freight charges or a party at the same destination to be notified of the arrival of the shipment.

ITEM 4017 OVERCHARGE CLAIMS:

Claims for overpayment of charges must be in writing and received by CGR no later than three years after delivery or tender of delivery of shipment. Any lawsuit for overpayment of charges must be filed within:

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- a) two years after delivery or tender of delivery of shipment, or
- b) six months from the date of CGR's disallowance of the last timely filed claim, whichever occurs later.

ITEM 4018 PACKAGING:

See ITEM 1018.

ITEM 4019 PAYMENT OF CHARGES – EXTENSION OF CREDIT:

Customer not on credit must pay freight and other accrued transportation charges prior to transportation of a shipment if it is tendered "prepaid" and prior to placement of a shipment if it is tendered "collect". Freight and other accrued transportation charges may not be offset by overcharge, freight damage or other claims. CGR reserves the right to cancel the credit of any party and place the responsible party (Consignee, Consignor, or other billed party) on a cash basis. If the party responsible for freight charges has not established credit with CGR, or has their credit cancelled by CGR pursuant to 49 CFR, Section 1320.2, they will be subject to Liquidated Damages Interest, in addition to the Liquidated damages interest shall not apply in instance of clear clerical error on the part of the CGR. "Liquidated Damages Interest" means 20% of charges due.

ITEM 4020 PRICE TERMS AND CONDITIONS:

CGR agrees to provide rail transportation service at the rates and subject to the additional terms and conditions set forth in the public price documents of the CGR.

ITEM 4021 PROPORTIONAL APPLICATION OF PRICES:

(Applicable only to Rule 11 rates)

When Price List proportional prices are used to construct through charges beyond the geographic scope of this publication on a through Shipping Document, the Price List charges will be assessed and billed separately by the CGR or other participating Carriers, as appropriate. Shipping Documents on such rebilled shipments must indicate that the shipment is made under railway Accounting Rule 11 Industry agrees to specify on each Bill of Lading and requests origin.

Carrier to place the following statement on the waybill:

"Charges to Carriers which are party to this Price List are separately collected pursuant to the Railway Accounting Rule 11".

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ITEM 4022 REJECTED, REFUSED, RETURNED SHIPMENTS:

Unless restricted, shipments reaching destination but not unloaded (for reason other than the CGRs' errors), may be returned to the original shipping point via the reverse route at the same price and conditions, unless a lower price exists for such return shipments, or unless pricing document disallows this provision. Contact CGR's Customer Service at cgrcs@cgrailway.com.

ITEM 4023 BILL OF LADING/SHIPPING DOCUMENT:

Prior to tender of freight, Shipper, Ship from party, or Pick-Up party shall execute a Uniform Bill of Lading. Any inconsistent terms in the Uniform Bill of Lading may be subject to additional charges as outlined in this tariff or the ITEM 3200 Accessorial Charge Reference Guide.

END OF SECTION

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SECTION V: RULES FOR TRANSPORTATION OF HAZARDOUS & TIH/PIH MATERIALS

CG RAILWAY - GENERAL TARIFF NO. 2

ITEM 5000 GENERAL RULES FOR HAZARDOUS AND TIH/PIH:

Any services not covered by the charges in this document are subject to the rules and provisions of The General Tariff No. 2, as such tariffs may be amended, supplemented, modified or superseded from time to time. Except when in conflict with the other provision of this Quotation, shipments of Commodity(ies) tendered for transportation hereunder shall be governed by tariffs, exempt circulars, rules, regulations, and classifications, as each may be amended, supplemented, modified or superseded from time to time, that would govern the rights and obligations of the parties if this Quotation did not exist, except that no diversion, reconsignment or transit privileges will be permitted. Each shipment hereunder shall be tendered to Carriers on a Uniform Straight Bill of Lading. CGR Quote number (top of page) must be shown on all bills of lading tendered for shipment. This Rate Authority can be cancelled upon 30 days' notice and tariff terms and rates shall apply to all traffic received by Railroad thereafter, as such tariffs may be amended, superseded from time to time. Reverse application applies only on rejected shipments returning to point of origin via reverse route. Except when specifically provided herein, rates do not include switching charges at origin or destination.

Upon tender of a car or cars containing TIH-PIH to a rail carrier for delivery to CGR in Interchange for delivery to the receiver or directly to CGR, the shipper shall give notice of the shipment to CGR by providing CGR a copy of the Notice can be secured by CGR's Customer Service. The Notice must be completely filled out and tendered to CGR by the instructions specified on the bottom of the form. CGR shall use the Notice to track the car in order to be able to comply with the regulatory requirements once the car or cars arrive for interchange to CGR. CGR will notify the recipient of the arrival of the car or cars and the estimated time of delivery.

INDEMNIFICATION AND LIABILITY LIMITATION

Shipper hereby agrees to indemnify, defend and hold harmless CG Railway, its officers, agents and employees, from and against any and all claims, demands, liabilities and lawsuits brought by any third party or governmental agency under any theory of law against CG Railway seeking to hold CG Railway liable for any Loss to the extent that the Loss is caused by Shipper's act or omission, or act or omission of Shipper's own customer or contractor, Shipper's violation of any law or regulation, Shipper's failure to accept delivery, an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, or Shipper's breach of any other requirement including, but not limited to, Shipper's failure to provide proper identification of the Hazardous Materials to be transported, whether or not Shipper relied on other parties for said identification, unless CG Railway's act or omission, violation of law or regulation, or breach of any requirement of this Tariff contributed to the Loss.

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Except to the extent Loss is within the scope of the indemnity of this Tariff, in the event a Loss is caused by Shipper's and CG Railway's joint and concurrent negligence, by a cause unknown, or by a third party not having a contractual relationship with either Shipper or CG Railway, each party shall bear half of such Loss. This provision shall not affect the rights of either Shipper or CG Railway to recover for said Loss from such third party.

Notwithstanding any other provision in this Tariff, Shipper shall, regardless of the cause, be fully liable for and shall indemnify CG Railway, its officers, agents, and employees against any Loss to the extent and only to the extent that such Loss or any portion of such Loss is attributable to the release or spill of a hazardous waste material which is not identified on the bill of lading or manifest.

Notwithstanding any other provision in this Tariff, Shipper shall indemnify and hold harmless CG Railway and the actual owners of equipment used hereunder from and against any and all liability for Loss resulting from future use of or exposure to the equipment where such Loss arises from Shipper's failure or negligence in inspecting and/or decontaminating equipment prior to release to CG Railway or delivering railroad or motor carrier.

Knowledge on the part of one party of any violation of any terms of this Tariff by the other party shall constitute neither negligence nor acquiescence in such violation, and shall in no event, relieve either party of any of the responsibilities and indemnity obligations assumed in this Tariff.

References to CG Railway and Shipper as used in this Tariff shall include the officers, agents and employees of CG Railway and Shipper. Shipper and CG Railway further agree that each and all of its indemnity commitments in this Tariff shall extend to and include the parent and all subsidiary and affiliated companies of Shipper and CG Railway and their respective officers, agents and employees.

ITEM 5001 TIH/PIH APPLICABLE COMMODITIES:

These procedures and policies apply to all commodities found in the AAR Circular No. OT-55-Series

ITEM 5002 PROCEDURE ON DELIVERY AND PLACEMENT OF CARS

Customer shall be prepared to receive carloads of Hazardous or TIH-PIH materials immediately upon notification of availability at destination by carrier railroad. There will be no free time granted to customers once notification takes place. Charges will begin at 07:00 AM the morning

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after customer tender/notification or the first day of deliverable service, whichever occurs first. If a receiver or receiving location is unable to accept a TIH-PIH commodity carload when it is first tendered after notice and available for delivery, or railcar is not ready for customs clearance, requiring CGR to hold the railcar(s), it is subject to storage charges. For charge information see ITEM 3100 Demurrage & Storage Schedule of Charges. In addition, it is subject to a special Switching Service and applicable TIH-PIH or Hazardous surcharge. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 5003 PROCEDURE ON UNSAFE OR IMPROPERLY LOADED CARS

When a car is deemed unsafe based on the criteria bullet points below or for failure to comply with 49 CFR 174.3, a penalty of \$10,000 may be assessed to the Shipper, in addition to any additional costs incurred by CGR:

- A car is overloaded, imbalanced or has a shifted load.
- A car is spilling, leaking, or dusting.
- A car containing hazardous commodities including TIH PIH or residue is identified moving on CGR for which shipping instructions were not regulatory compliant.

ITEM 5004 PROCEDURE ON ANY MAJOR ADJUSTMENT FOR TIH-PIH CARS

When CGR provides any of the following tasks to a TIH-PIH car, a charge equating to actual cost plus 100% (minimum \$1,000) will be assessed to the party requesting or requiring these services:

- A car needs readjusting, reducing, loading, or unloading of a shipment.
- Repair or cleaning equipment, or clean-up of leaked/spilled materials.
- Applying sprays or suppressants to the shipment or contents.

ITEM 5005 PROCEDURE ON UNSAFE CONDITION AT CUSTOMER FACILITY

Where at CGR's sole discretion, safe railway operations are not possible because of an extreme condition or practice including, but not limited to the conditions below, train service will be suspended until the condition is rectified to the satisfaction of AGR's safety/environmental staff.

A CONDITION OR PRACTICE LIKELY TO CAUSE: PERMANENT DISABILITY; LOSS OF LIFE OR BODY PART; EXTENSIVE LOSS OF STRUCTURE, EQUIPMENT OR MATERIAL; OR REPEATED/OR MULTIPLE UNRESOLVED CONDITIONS OR PRACTICES THAT MAY HAVE A SAFE WORK-AROUND.

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ITEM 5006 **LOADING AND UNLOADING**

Customer, shipper and unloading consignee are solely responsible, at their sole expense, for properly reporting, loading or off-loading the Hazardous Commodity in accordance with: U.S. Department of Transportation regulations set forth in 49 CFR parts 100 – 180. This includes but is not limited to packaging, labeling, marking, blocking, bracing, placarding.

Loading rules and practices of the Association of American Railroads (“AAR”)

The railroad industry

Regulations of Transportation Security Administration of the Department of Homeland Security
All applicable federal and state loading rules of which the railcar transports, or other loading rules, as well as applicable federal and state requirements regarding the handling and transportation of the Hazardous Commodity

Customer, shipper and unloading consignee are solely responsible, at their sole expense, for properly preparing and tendering Railcars that are free from mechanical defects and safety hazards, such as, but not limited to, bulging sides, improper securing of valves and closures, improper securing of loads, and improper setting or securing of safety devices. Customers are solely responsible for repairing all damage to the Railcar caused by and/or during the loading and unloading process or correcting the safety hazard of the Railcar.

END OF SECTION

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SECTION VI: HIGH-WIDE-HEAVY CLEARANCE PROCEDURES

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ITEM 6000 GENERAL INSTRUCTIONS:

These procedures establish instructions governing the movement of shipments more than 286,000 LBS (130 Metric Tons) and 17' in height above rail and 10'8" in exterior width – AAR Plate F. It applies to all CGR railroads and affiliates. All clearance related correspondence should be channeled through cgrcs@cgrailway.com to ensure proper handling by those assigned responsibility for this function. The CGR designee, where the excess dimension / excess weight load will originate, terminate or traverse is the point of contact for initiating all required clearance files. Clearance requests will be submitted electronically by sending all required documentation to cgrcs@cgrailway.com. Electronic requests will be routed to the appropriate person in the clearance process. In the case of the loads originating from CGR, the servicing road is responsible for ensuring the clearance request is generated based upon the customer's information. This clearance request must be provided to each railroad along the proposed route and the movement cannot be authorized until each clearance request is answered positively. If the shipper has already established clearance procedures with another servicing road in the route, these procedures can continue to be used. The review and approval by the appropriate CGR Departments is still needed prior to movement. In the case of loads terminating on or traversing over CGR tracks, the receiving road is responsible for processing the inbound clearance request to the appropriate CGR Departments. The movement cannot be accepted at interchange until the clearance is approved by the appropriate CGR department. All clearance related correspondence should be channeled through the cgrcs@cgrailway.com to ensure proper handling by those assigned responsibility for this function.

ITEM 6001 CLEARANCE PROCEDURES:

Clearance Requests for movement of excess dimensions / weight loads shall be initiated by completing the CGR Dimensional Load Clearance File Request form and submit to cgrcs@cgrailway.com a Clearance Request Form can be requested to cgrcs@cgrailway.com, the form must be completed for each movement originating on the CGR property. Once an origin/destination pair for a given movement has been cleared, subsequent movements of the same commodity, weight and dimensions can be initiated by completing the CGR Dimensional Load Measurement Form and submit to your account representative. If other than AAR approved, registered, and stenciled equipment is to be used, the clearance request shall include equipment length, truck centers, number of axles, axle spacing, wheel diameter, and any car manufacturer's restrictions on the horizontal or vertical alignment over which the equipment must not be used.

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ITEM 6002 FORMS:

To secure a CG Railway Dimensional Load Clearance Request send email request to the cgrcs@cgrailway.com.

ITEM 6003 HANDLING OF OVERLOADED CARS:

When it is determined that a car is loaded beyond its registered and stenciled capacity the cars shall not be moved until the extent of the overload is determined. The customer shall be notified by servicing railroad that identified the overload and be given the opportunity to take corrective action.

ITEM 6004 SPECIAL CAR RESTRICTIONS:

The handling of a car more than 89 feet in length, or with four (4) or more axles and capacity or plate dimensions greater than the gross weight on rail and dimensions shall be handled on a permit basis only, special handling charges may be applied. Any request for special clearance of tri-level, bi-level, high, wide, or heavy equipment should be cleared through cgrcs@cgrailway.com for each move prior to movement.

Heavy duty flat cars of mechanical designation "FD" "FM" or "FW" with capacity more than the 286,000 gross weight on rail will be subject to an additional per car charge.

ITEM 6005 CLEARANCE CONTACT INFORMATION:

Any questions pertaining to CGR's Clearance Procedures shall be forwarded to the cgrcs@cgrailway.com for handling and approval.

END OF SECTION

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SECTION VII: CONNECTING RAILROAD CARRIER CHARGES

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ITEM 7000 OTHER RAIL CARRIERS:

CGR from time to time will coordinate with other rail carriers for the transportation of cargo. CGR does not assume or accept any responsibility or liability for the actions of any other rail carrier with regard to the transportation of any cargo. All such liability is solely the responsibility of the rail carrier whose actions give rise to the claimed liability. Each common carrier by rail is only responsible for the transportation services provided on its network.

ITEM 7001 SETBACKS CHARGES:

Car(s) loaded or empty, received by CGR in error, without forwarding instructions, or in bad order from the delivering carrier, will be returned to the delivering carrier. Where no reciprocal agreement exists between CGR and a Connecting Railroad Carrier, CGR shall assess the same per car setback charges as the applicable Connecting Railroad Carrier would assess CGR for setback cars.

ITEM 7002 CARS RECEIVED IN ERROR BY CARRIER

When loaded or empty cars are received by CGR from connecting roads that are not consigned to CGR or its customers, these cars will be treated as mishandled cars received in error and Special Switching charges will be assessed against the interchanging carrier. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

ITEM 7003 EMPTY CARS RECEIVED BUT NOT ORDERED

When an empty car is received in interchange that was not ordered by CGR and CGR has no empty car orders to which the car can be applied, a per car charge of special switching (ITEM 3058) will be assessed against the delivering carrier and car will be returned empty to receiving road. For charge information see ITEM 3200 Accessorial Charge Reference Guide.

END OF SECTION