

All rates are subject to Fuel Surcharge as published in ST9003

FREIGHT TARIFF PAS 4126-L

Replaces FREIGHT TARIFF PAS 4126.2-K1

Issued: October 26, 2021

Effective: January 1, 2022

Expires: December 31, 2022

From: Mechanicville, NY
Rotterdam Jct., NY
Hoosick Jct., NY

MCV
ROTTJ
HOSJN

To Stations In: Maine, Massachusetts, New Hampshire

LOCAL, JOINT AND PROPORTIONAL RATES ON: GRAIN PRODUCTS NAMED HEREIN

Barley, Corn, Seeds, Millet, Milo, Oats, Rye, Soybeans, Wheat - carload

Governed by Uniform Freight Classification UFC 6000 Series, Uniform Classification Committee, Agent, and exceptions thereto in Section 1 of Tariff RPS 2009 Series, Railroad Publication Services, Agent, supplements thereto or successive issues thereof. Subject to Pan Am Railways Circular No. 1 and 2.

From any point of origin from which a rate is not named in this tariff which point is intermediate to a point from which a rate is published in this tariff, apply from such intermediate point the rate in this tariff from the next point from which a rate is published herein.

To any point of destination to which a rate is not named in this tariff which point is intermediate to a point to which a rate is published in this tariff, apply to such intermediate point the rate in this tariff to the next point beyond to which a rate is published herein.

NOTICE

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED BY: PAN AM RAILWAYS
IRON HORSE PARK
N. BILLERICA, MA 01862-1690
(978) 663-6918

Transit privileges, including weighing, inspection, diversion or re-consignment will not be permitted at destination or any stations intermediate to destination.

Freight bills will not be recorded for transit at destination or any station intermediate to destination.

Rates named herein will apply as through rates or proportional rates.

RATES IN DOLLARS PER CAR

A - Rates Apply in Railroad Owned Equipment

B - Rates apply in shipper owned or leased equipment furnished at no cost to the carrier

Rates from Mechanicville, NY (MCV) or Rotterdam Jct., NY (ROTTJ)

<u>Destination</u>	<u>ST</u>	<u>RR Equip</u>	<u>PVT Equip</u>	<u>Routing</u>	<u>Notes</u>
Augusta	ME	\$2,630	\$2,194	PAS-AYERM-ST	
Detroit	ME	\$3,115	\$2,670	PAS-AYERM-ST	Gross Car Weight 263,001 - 286,000
Detroit	ME	\$2,915	\$2,630	PAS-AYERM-ST	Gross Car Weight at or under 263,000 lbs
Waterville	ME	\$2,627	\$2,194	PAS-AYERM-ST	
North Leeds	ME	\$2,522	\$2,009	PAS-AYERM-ST	

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Concord	NH	\$1,947	\$1,641	PAS-AYERM-ST	<i>Gross Car Weight 263,001 - 286,000</i>
Concord	NH	\$1,772	\$1,496	PAS-AYERM-ST	<i>Gross Car Weight at or under 263,000 lbs</i>
Bernardston	MA	\$1,423	\$1,196	PAS	<i>Gross Car Weight 263,001 - 286,000</i>
Bernardston	MA	\$1,288	\$1,092	PAS	<i>Gross Car Weight at or under 263,000 lbs</i>
Miller Falls	MA	\$1,423	\$1,196	PAS	<i>Gross Car Weight 263,001 - 286,000</i>
Miller Falls	MA	\$1,288	\$1,092	PAS	<i>Gross Car Weight at or under 263,000 lbs</i>
Ayer	MA	\$1,391	\$1,157	PAS	
Eagle Bridge	NY	\$600	\$600	PAS	

Rates from Hoosick Jct., NY (HOSJN)

<u>Destination</u>	<u>ST</u>	<u>RR Equip</u>	<u>PVT Equip</u>	<u>Routing</u>
Augusta	ME	n/a	n/a	PAS-AYERM-ST
Detroit	ME	n/a	n/a	PAS-AYERM-ST
Waterville	ME	n/a	n/a	PAS-AYERM-ST
North Leeds	ME	n/a	n/a	PAS-AYERM-ST
Concord	NH	n/a	n/a	PAS-AYERM-ST
Bernardston	MA	n/a	n/a	PAS
Miller Falls	MA	n/a	n/a	PAS
Ayer	MA	n/a	n/a	PAS
Eagle Bridge	NY	\$600	\$600	PAS

Mileages from Origin

<u>Destination</u>	<u>ST</u>	<u>MCV</u>	<u>ROTTJ</u>	<u>HOSJN</u>
Augusta	ME	374	396	353
Detroit	ME	380	402	358
Waterville	ME	355	377	334
North Leeds	ME	328	351	306
Concord	NH	210	233	187
Bernardston	MA	93	116	71
Miller Falls	MA	90	112	n/a
Ayer	MA	152	174	129
Eagle Bridge	NY	20	43	3

BANKRUPTCY OR INSOLVENCY

A. IN THE EVENT SHIPPER EITHER VOLUNTARILY OR INVOLUNTARILY FILES OR IS THE SUBJECT OF A FILED ST (HEREINAFTER "AGREEMENT") THAT INCORPORATES THESE CONDITIONS OF CARRIAGE, SHIPPER WILL, AS

(1) IDENTIFY ST AS A "CRITICAL VENDOR" OF ESSENTIAL SERVICES AS THAT TERM IS INTERPRETED AND UNDERSTOOD WITHIN THE CONTEXT OF A BANKRUPTCY PROCEEDING;

(2) IDENTIFY ANY AGREEMENT WITH ST UNDER WHICH THERE REMAINS CONTINUING UNPERFORMED OBLIGATIONS; AND,

(3) CHOSE TO EITHER ELECT TO ASSUME OR REJECT SUCH AGREEMENTS IDENTIFIED PURSUANT TO PARAGRAPH (2) ABOVE WITHIN THIRTY (30) DAYS OF THE DATE OF THE FILING OF THE SAID PETITION IN BANKRUPTCY.

B. IN THE CONTEXT OF A BANKRUPTCY PROCEEDING, NO AGREEMENT IDENTIFIED UNDER PARAGRAPH (2) MAY BE ASSIGNED WITHOUT ST CONSENT, UNLESS ST IS GIVEN ADEQUATE ASSURANCE OF FUTURE PERFORMANCE BY THE ASSIGNEE. SUCH ADEQUATE ASSURANCE WILL INCLUDE, BUT NOT LIMITED TO, A DEPOSIT WITH PAN AM REPRESENTING SECURITY FOR THE TIMELY PAYMENT OF SWITCHING AND LINEHAUL CHARGES IN AN AMOUNT EQUAL TO THE AVERAGE THIRTY (30) DAY ACCRUAL FOR SUCH CHARGES AS SUCH, OR ALTERNATIVE SECURITY GUARANTEES IN FORM AND SUBSTANCE SATISFACTORY TO ST FROM ONE OR MORE PERSONS WHO SATISFY ST'S STANDARDS OF CREDITWORTHINESS.