

All rates and charges in this tariff are at the current increase level and are not subject to other increase tariffs. Any changes to these rates or charges will be published in a supplement or reissue of this tariff. Rates in this tariff are NOT subject to Fuel Surcharge.

PAN AM SOUTHERN LLC

PAS 4137-M

In connection with

**VERMONT RAIL SYSTEM
NEW ENGLAND CENTRAL RAILROAD
CENTRAL MAINE & QUEBEC RAILWAY**

Effective

February 1, 2023

**Expires
Issued**

**December 31, 2023
January 9, 2023**

FREIGHT TARIFF PAS 4137-G

LOCAL, JOINT AND PROPORTIONAL RATES ON

BARLEY, CORN, SEEDS, MILLET, MILO, OATS, RYE, SOYBEANS,
WHEAT AND GRAIN PRODUCTS

From: Mechanicville, NY **MCV**
 Rotterdam Jct., NY **ROTTJ**

Governed by Uniform Freight Classification UFC 6000 Series, Uniform Classification Committee, supplements thereto or successive issues thereof.Circular 2.

Agent, and exceptions thereto in Section 1 of Tariff RPS 2009 Series, Railroad Publication Services, Agent, Subject to Pan Am Railways Circular 1 and Pan Am Southern

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, the next point from which a rate is published herein.

Rates subject to ST 9003 Fuel Surcharge Program

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

BARLEY, CORN, SEEDS, MILLET, OATS, RYE, SOYBEANS, WHEAT OR GRAIN PRODUCTS, Carloads, in bulk in covered hopper cars.

Soybean Meal added 2/21/2020 Citrus Pomace added 1/1/2022

Transit privileges, including weighing, inspection, diversion or reconsignment 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

Origin:	Mechanicville, NY	MCV				
Origin:	Rotterdam Jct., NY	ROTTJ				
Destination	ST	<u>MCV</u> Miles	<u>ROTTJ</u> Miles	Route	<u>Railroad</u> Owned	<u>Private Owner</u>
Barnet	VT	223	245	PAS-HOSJN-VTR	\$1,676	\$1,601
Bennington	VT	34	56	PAS-HOSJN-VTR	\$991	\$915
Brandon	VT	97	119	PAS-HOSJN-VTR	\$1,199	\$1,123
Burlington	VT	150	172	PAS-HOSJN-VTR	\$1,199	\$1,123
Leicester	VT	103	125	PAS-HOSJN-VTR	\$1,199	\$1,123
Middlebury	VT	114	136	PAS-HOSJN-VTR	\$1,199	\$1,123
New Haven	VT	122	144	PAS-HOSJN-VTR	\$1,199	\$1,123
Orleans	VT	268	290	PAS-HOSJN-VTR	\$1,676	\$1,601
Riverside	VT	129	151	PAS-HOSJN-VTR	\$1,405	\$1,330
Swanton	VT	300	322	PAS-MILFS-NECR	cancelled	cancelled
Vergennes	VT	127	149	PAS-HOSJN-VTR	\$1,199	\$1,123

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.