

All rates are subject to Fuel Surcharge as published in ST9003

Pan Am Southern Railway

FREIGHT TARIFF PAS 4352-F

Issued: January 6, 2023

Effective: January 23, 2023

Expires: December 31, 2023

From: Mechanicville, NY - MCV (interchange from NS or CPRS)

To Stations In: St. Stephen, NB Canada

LOCAL, JOINT AND PROPORTIONAL RATES ON:

BARLEY, CORN, SEEDS, MILLET, MILO, OATS, RYE SOYBEANS, WHEAT, GRAIN SCREENINGS, FEED, OAT, RYE OR WHEAT, GROUND; FEED OR RUN, SOYBEAN MIL; GLUTEN FEED; GLUTEN MEAL, GRAIN DUST; GRAIN SCREENINGS; HOMINY FEED; LINSEED MEAL; OAT MEAL; RYE FEED; SOYBEAN HULLS; SOYBEAN MEAL; SPENT GRAIN MASH, FEED; SPENT GRAIN, DRIED; DISTILLERS MASH, SPENT; SUNFLOWER MEAL; WHEAT BRAN; WHEAT MIDDINGS OR SHORTS; MALT SPROUTS; OAT HULLS; CANOLA MEAL(RAPE SEED); COTTON SEED MEAL; BEET PULP, DRY; CITRUS POMACE, DRY; RED DOG, PEAN UT MEAL; ALFALFA PELLETS; BONE MEAL; BLOOD MEAL, MEAT MEAL, FISH MEAL Carloads, in bulk in covered hopper cars.

GRAIN PRODUCTS NAMED HEREIN

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.

All rates are subject to Fuel Surcharge as published in ST9003

Pan Am Southern Railway

FREIGHT TARIFF PAS 4352-F

Issued: January 6, 2023

Effective: January 23, 2023

Expires: December 31, 2023

From: Mechanicville, NY - MCV (interchange from NS or CPRS)

To Stations In: St. Stephen, NB Canada

LOCAL, JOINT AND PROPORTIONAL RATES ON:

GRAIN PRODUCTS NAMED HEREIN

BARLEY, CORN, SEEDS, MILLET, MILO, OATS, RYE SOYBEANS, WHEAT, GRAIN SCREENINGS, FEED, OAT, RYE OR WHEAT, GROUND; FEED OR RUN, SOYBEAN MIL; GLUTEN FEED; GLUTEN MEAL, GRAIN DUST; GRAIN SCREENINGS; HOMINY FEED; LINSEED MEAL; OAT MEAL; RYE FEED; SOYBEAN HULLS; SOYBEAN MEAL; SPENT GRAIN MASH, FEED; SPENT GRAIN, DRIED; DISTILLERS MASH, SPENT; SUNFLOWER MEAL; WHEAT BRAN; WHEAT MIDDLINGS OR SHORTS; MALT SPROUTS; OAT HULLS; CANOLA MEAL(RAPE SEED); COTTON SEED MEAL; BEET PULP, DRY; CITRUS POMACE, DRY; RED DOG, PEAN UT MEAL; ALFALFA PELLETS; BONE MEAL; BLOOD MEAL, MEAT MEAL, FISH MEAL Carloads, in bulk in covered hopper cars.

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

Destination: St. Stephen, NB

<u>Origin</u>	<u>ST</u>	<u>Miles</u>	<u>RR Equip</u>	<u>PVT Equip</u>	<u>Routing</u>
Mechanicville	NY	589	\$4,700	\$4,117	PAS-AYERM-CSXT - new route 1/23/2023

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.