

All rates are subject to Fuel Surcharge as published in ST9003

FREIGHT TARIFF ST 4129-AC1

Issued: November 17, 2022

Effective: January 1, 2022

Expires: **January 31, 2023**

From: Barber Station, MA BRBER (CSXT Interchange)

To Stations In: Maine and New Hampshire

LOCAL, JOINT AND PROPORTIONAL RATES ON:

FEED, OAT, RYE OR WHEAT, GROUND; FEED OR RUN, SOYBEAN MIL; GLUTEN FEED; GLUTEN MEAL, GRAIN DUST; GRAIN SCREENINGS; MEAL; HOMINY FEED; LINSEED MEAL; OAT MEAL; RYE FEED; SOYBEAN HULLS; SOYBEAN, 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 POMICE; RED DOG, PEANUT MEAL; ALFALFA PELLETS; BONE MEAL; FISH MEAL; CITRUS POMACE 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.

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.

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GRAIN PRODUCTS NAMED HEREIN

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 Barber Station, MA (BRBER)

<u>Destination</u>	<u>ST</u>	<u>RR Equip</u>	<u>PVT Equip</u>	<u>Routing</u>	<u>Notes</u>
Augusta	ME	\$2,695	\$2,325	ST	
Danville Jct.	ME	\$1,855	\$1,485	ST	
Detroit	ME	\$3,225	\$2,835	ST	<i>Gross Car Weight 263,001 - 286,000</i>
Detroit	ME	\$3,035	\$2,670	ST	<i>Gross Car Weight at or under 263,000 lbs</i>
North Leeds	ME	\$2,510	\$2,135	ST	
Waterville	ME	\$2,695	\$2,325	ST	
North Leeds	ME	\$2,510	\$2,135	ST	
Northern Maine Junction	ME	\$3,035	\$2,625	ST	
Concord	NH	\$2,335	\$2,085	ST	<i>Gross Car Weight 263,001 - 286,000</i>
Concord	NH	\$2,200	\$1,965	ST	<i>Gross Car Weight at or under 263,000 lbs</i>

Mileages from Origin

<u>Destination</u>	<u>ST</u>	<u>BRBER</u>
Augusta	ME	247
Danville Jct.	ME	174
Detroit	ME	253
North Leeds	ME	202
Northern Maine Junction	ME	278
Waterville	ME	228
Concord	NH	83

BANKRUPTCY OR INSOLVENCY

A. IN THE EVENT SHIPPER EITHER VOLUNTARILY OR INVOLUNTARILY FILES OR IS THE SUBJECT OF A FILED PETITION IN BANKRUPTCY AND SHIPPER HAS A TRANSPORTATION CONTRACT OR OTHER AGREEMENT WITH ST (HEREINAFTER "AGREEMENT") THAT INCORPORATES THESE CONDITIONS OF CARRIAGE, SHIPPER WILL, AS SOON AS PRACTICABLE:

(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.