Any changes to these rates or charges will be published in a supplement or reissue of this tariff. This tariff is subject to

ST fuel surcharge tariff ST-9003.

ST RAIL SYSTEM

FREIGHT TARIFF ST 4132-P1

Cancels FREIGHT TARIFF ST 4132-M

EFFECTIVE: January 1, 2022 Expires: January 31, 2023 ISSUED: November 17, 2022

OILS, NUT, SEED OR VEGETABLE (STCC 20-9XX AND STCC 20-465-10)

<u>From Destination</u> <u>Miles Route</u> <u>Rates in Cents / Cwt.</u>

Barber Station, MA - BRBER Ayer, MA 26 ST-AYERM-PAS \$ 1.47 Less Than 200,000 lbs.

\$ 1.45 Greater Than or Equal to 200,001 lbs.

Conditions

Rate applies in Private tank cars, zero mileage.

Rate must be used in combination with other rates, and separate freight bills will be issued according to provision of Railway Accounting Rule 11.

Subject to Springfield Terminal Railway Circulars 1 and 2

Governed by Uniform Freight Classification ICC UFC 6000 Series, Uniform Classification Committee, Agent, supplements thereto or successive issues thereof. This tariff is governed by the Official List of Open and Prepay Stations, OPSL 6000 Series, Station List Publishing Company, Agent, for prepay requirements and restrictions as to the acceptance or delivery of freight.

NOTICE

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

ISSUED BY:
Director Publications
IRON HORSE PARK
N. BILLERICA, MA 01862-1690
(978) 663-1129

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.