WATCO TRANSPORTATION SERVICES RULES PUBLICATION

ANN ARBOR RAILROAD INC (AA)
ALABAMA SOUTHERN RAILROAD LLC (ABS)
ALABAMA WARRIOR RAILWAY LLC (ABWR)
ARKANSAS SOUTHERN RAILROAD LLC (ARS)
AUSTIN WESTERN RAILROAD LLC (AWRR)
AUTAUGA NORTHERN RAILROAD LLC (AUT)
BATON ROUGE SOUTHERN RAILROAD LLC (BRS)
BIRMINGHAM TERMINAL RAILWAY LLC (BHRR)
BLUE RIDGE SOUTHERN RAILROAD LLC (BLU)
BOISE VALLEY RAILROAD LLC (BVRR)
EASTERN IDAHO RAILROAD LLC (EIRR)
GRAND ELK RAILROAD INC (GDLK)
GREAT NORTHWEST RAILROAD LLC (GRNW)
KAW RIVER RAILROAD LLC (KAW)
KANSAS & OKLAHOMA RAILROAD LLC (KO)
LOUISIANA SOUTHERN RAILROAD LLC (LAS)
MISSION MOUNTAIN RAILROAD LLC (MMT)
MISSISSIPPI SOUTHERN RAILROAD LLC (MSR)
PACIFIC SUN RAILROAD LLC (PSRR)
PALOUSE RIVER AND COULEE CITY RAILROAD LLC (PCC)
PECOS VALLEY SOUTHERN RAILWAY (PVS)
PENNSYLVANIA SOUTHWESTERN RAILROAD LLC (PSWR)
SAN ANTONIO CENTRAL RAILROAD LLC (SAC)
SOUTH KANSAS AND OKLAHOMA RAILROAD INC (SKOL)
STILLWATER CENTRAL RAILROAD LLC (SLWC)
SWAN RANCH RAILROAD LLC (SRRR)
TIMBER ROCK RAILROAD LLC (TIBR)
VICKSBURG SOUTHERN RAILROAD LLC (VSOR)
WISCONSIN AND SOUTHERN RAILROAD LLC (WSOR)
YELLOWSTONE VALLEY RAILROAD LLC (YSVR)

RULES PUBLICATION WTS 9011-M
(Cancels and Supersedes WTS 9011-L)

RULES AND RELATED PROVISIONS ON RAIL TRANSPORTATION COMMODITIES MOVING IN INTERSTATE AND INTRASTATE COMMERCE VIA THE ANN ARBOR RAILROAD INC (AA), ALABAMA SOUTHERN RAILROAD LLC (ABS), ALABAMA WARRIOR RAILWAY LLC (ABWR), ARKANSAS SOUTHERN RAILROAD LLC (ARS), AUSTIN WESTERN RAILROAD LLC (AWRR), AUTAUGA NORTHERN RAILROAD LLC (AUT), BATON ROUGE SOUTHERN RAILROAD LLC (BRS), BIRMINGHAM TERMINAL RAILWAY LLC (BHRR), BLUE RIDGE SOUTHERN RAILROAD LLC (BLU), BOISE VALLEY RAILROAD LLC (BVRR), EASTERN IDAHO RAILROAD LLC (EIRR), GRAND ELK RAILROAD INC (GDLK), GREAT NORTHWEST RAILROAD LLC (GRNW), KAW RIVER RAILROAD LLC (KAW), KANSAS & OKLAHOMA RAILROAD LLC (KO), LOUISIANA SOUTHERN RAILROAD LLC (LAS), MISSION MOUNTAIN RAILROAD LLC (MMT), MISSISSIPPI SOUTHERN RAILROAD LLC (MSR), PACIFIC SUN RAILROAD LLC (PSRR), PALOUSE RIVER AND COULEE CITY RAILROAD LLC (PCC), PECOS VALLEY RAILROAD (PVS), PENNSYLVANIA SOUTHWESTERN RAILROAD LLC (PSWR), SAN ANTONIO CENTRAL RAILROAD LLC (SAC), SOUTH KANSAS AND OKLAHOMA RAILROAD INC. (SKOL), STILLWATER CENTRAL RAILROAD LLC (SLWC), SWAN RANCH RAILROAD LLC (SRRR), TIMBER ROCK RAILROAD LLC (TIBR), VICKSBURG SOUTHERN RAILROAD LLC (VSOR), WISCONSIN AND SOUTHERN RAILROAD COMPANY (WSOR), AND YELLOWSTONE VALLEY RAILROAD LLC (YSVR)

ISSUED: April 10, 2015 EFFECTIVE: May 01, 2015

Kirk Hawley
Senior Vice President Marketing Administration
315 West 3rd Street
Pittsburg, KS 66762

WATCO TRANSPORTATION SERVICES RULES PUBLICATION WTS 9011-M
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CHECK SHEET OF ITEMS AND REVISIONS

The items contained in this publication are listed consecutively by number. The paragraph that has been changed within an item will contain one of the following reference marks placed next to the item number:
(A) Denotes increase
(R) Denotes reductions
(C) Denotes changes in wording neither which result in increases nor reductions in charges
(N) Denotes new item

In addition, the effective date of the revised item will be added to this index page "CHECK SHEET OF ITEMS AND REVISIONS" to identify which item(s) have been changed

Revision Type	Item Number and Description	Effective Date
(N)	320 – LOSS, DAMAGE, AND DELAY OF EQUIPMENT AND LADING	May 28, 2008
(C)	320 – LOSS, DAMAGE, AND DELAY OF EQUIPMENT AND LADING	January 1, 2009
(A) (N)	450 – TRANSACTION FEE – SHIPPER INSTRUCTIONS	January 1, 2009
(C)	NEW RAILROAD SUBSCRIBER – BATON ROUGE SOUTHERN (BRS)	January 1, 2009
(C)	310 – LOADING AND UNLOADING OF EQUIPMENT	January 1, 2009
(C)	120 – CREDIT EXTENSION	January 1, 2009
(C)	NEW RAILROAD SUBSCRIBER – GRAND ELK (GDLK)	April 1, 2009
(N)	40 – BANKRUPTCY OR INSOLVENCY	April 11, 2009
(N)	480 – DIMENSIONAL PRE-CLEARANCE PROPOSAL	April 11, 2009
(C)	NEW RAILROAD SUBSCRIBER – ALABAMA WARRIOR (ABWR)	August 7, 2009
(C)	NEW RAILROAD SUBSCRIBER – BOISE VALLEY (BVRR)	November 22, 2009
(C)	NEW RAILROAD SUBSCRIBER – AUTAUGA NORTHERN (AUT)	April 09, 2011
(C)	SOME RAILROAD SUBSCRIBERS CHANGED NAME FROM INC to LLC	April 09, 2011
(C)	NEW RAILROAD SUBSCRIBER – PACIFIC SUN (PSRR)	April 09, 2011
(C)	NEW RAILROAD SUBSCRIBER – PENNSYLVANIA SOUTHWESTERN (PSWR)	April 09, 2011
(C)	120 – CREDIT EXTENSION	April 09, 2011
(C)	300 – OVERLOADED CARS	April 09, 2011
(A) (C)	310 – LOADING AND UNLOADING OF EQUIPMENT	May 01, 2011
(C)	NEW RAILROAD SUBSCRIBER – SWAN RANCH RAILROAD (SRRR)	January 1, 2012
(C)	NEW RAILROAD SUBSCRIBER – BIRMINGHAM TERMINAL RAILWAY (BHRR)	March 1, 2012
(C)	NEW RAILROAD SUBSCRIBER – SAN ANTONIO CENTRAL RAILROAD (SAC)	September 1, 2012
(C)	NEW RAILROAD SUBSCRIBER – PECOS VALLEY RAILROAD (PVS)	September 1, 2012
(C)	NEW RAILROAD SUBSCRIBER – WISCONSIN AND SOUTHERN RAILROAD COMPANY (WSOR)	April 1, 2013
(C)	80 – CHANGE IN PROVISION (S)	April 1, 2013
(C)	120 – CREDIT EXTENSION	April 1, 2013
(C)	NEW RAILROAD SUBSCRIBER – ANN ARBOR RAILROAD (AA)	January 1, 2014
(A) (C)	120 – CREDIT EXTENSION	January 1, 2014
(C)	30 – APPLICATION GENERAL	January 1, 2014
(C)	80 – CHANGE IN PROVISIONS(S)	January 1, 2014
(N)	130 – OVERCHARGE, OVERPAYMENT OR DUPLICATE PAYMENT CLAIM PROVISIONS	January 1, 2014
(N)	330 – MULTI CAR SHIPMENTS	January 1, 2014
(N)	315 – RAIL OPERATIONS-ORDER/NOTIFY SHIPMENTS	January 1, 2014
(N)	390 – RETURNED, REFUSED OR REJECTED SHIPMENTS	January 1, 2014
(C)	310 – LOADING AND UNLOADING OF EQUIPMENT	January 1, 2014
(C)	450 – TRANSACTION FEE – SHIPPER INSTRUCTIONS	July 26, 2014
(C) (R)	470 – ORIGINATION BILLING	July 26, 2014
(C)	NEW RAILROAD SUBSCRIBER – BLUE RIDGE SOUTHERN RAILROAD (BLU)	July 26, 2014
(C) (A)	CREDIT EXTENSION, PAYMENT AND DISPUTES	May 01, 2015

THE WATCO TRANSPORTATION SERVICES RULES PUBLICATION WTS 9011-M

WATCO WEB SITE *ITEM 5*

This publication is now available on the Internet for viewing or sending directly to your printer. The WATCO Home Page address is http://www.watcocompanies.com. All shippers and consignees that ship or receive railcars with any of the railroads on the WatcoCompanies.com website should review the publications posted on the Website before tendering freight to or from any of the railroads as revisions to the publications will be made from time to time by supplement or reissuing the publications in their entirety.

From the Home Page click the 'Railroads' link, then choose the option called "Forms & Policies" for the railroad carrier being inquired; this option houses the publications necessary for understanding how to do business with any one of the Watco Railroads.

If you are not prepared to obtain a copy of this publication directly from the WATCO web site, a hard copy will be mailed to you, provided you furnish, to the address shown below, a formal written request for a printed copy specifying the specific railroad and tariff number. This formal request is required on an annual basis in accordance with the Surface Transportation Board's policy decision under Ex Parte 528, Disclosure, Publication and Notice of Change of Rates and Other Service Terms for Rail Common Carriage. **An annual $100.00 subscription fee will be assessed for those who wish to receive a hard copy.**

Watco Transportation Services
Attn: Marketing Administration – Tariff Requests
315 West 3rd Street
Pittsburg, KS 66762

Where reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs, and reissues of such items, notes, rules, etc.

AGGREGATE RULE *ITEM 10*

Except as otherwise specifically provided in agreements making reference hereto, rates are not subject to any rule which permits the application of a combination of intermediate rates via a route which a joint through rate applies.

Example: Shipper or Consignee has a rate quote from Point A to Point C (the "A to C Rate"). Shipper or Consignee also has a rate quote from Point A to Point B (the "A to B Rate") and from Point B to Point C (the "B to C Rate"). The "A to C Rate" applies. The "A to B Rate" with a "B to C Rate" can not be combined unless specifically authorized in writing by applicable carrier published herein.

APPLICATION GENERAL *ITEM 30*

The provisions of this publication apply to transportation when such transportation originates, terminates or is moving on one of the subscribing carriers hereto. In the absence of a separate agreement specially covering the transportation and assessorial services provided by one of the carriers, the terms and conditions of this publication constitute a unilateral offering of such terms and conditions of a bilateral contract between the subscribing carrier and its connecting lines on the one hand, and the user of the transportation service on the other upon acceptance by such user. Subject to the qualifications set forth in this item below, tender of shipments to the originating carrier shall constitute acceptance of the terms of service as set out in this publication and the rate governing the shipment.

If a shipment is tendered with different or additional terms and conditions submitted by shipper, such different or additional terms and conditions shall be deemed rejected by applicable subscribing carrier unless electronically confirmed or agreed in a written document executed on behalf of the applicable subscribing carrier by a member of Marketing and/or Pricing Administration Personnel of Watco Transportations Services, regardless of whether the shipment was accepted or moved by applicable subscribing carrier.

In the event of a conflict between an agreement making reference hereto and this publication the agreement will govern.

In the event of a conflict between a demurrage or switching tariff published by an individual carrier subscribing to this publication and this publication, the demurrage tariff or switching tariff will govern.

Under this publication, the terms "car or car(s)", includes rail cars, TOFC and COFC units.

Charges published herein are stated in United States Dollars.

BANKRUPTCY OR INSOLVENCY *ITEM 40*

In the event Shipper or Consignee files or is the subject of a filed petition in bankruptcy and has a transportation contract or other agreement with a subscribing carrier (collectively "Agreement"), Shipper/Consignee will, as soon as practicable:

1. Identify carrier 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 carrier under which there remains continuing unperformed obligations; and,
3. Choose to elect to either assume or reject such Agreements identified pursuant to paragraph (2) above within sixty (60) days of the date of the filing of the petition in bankruptcy.

In the context of a bankruptcy proceeding, no Agreement identified under paragraph (2) may be assigned without carrier's consent, unless carrier is given adequate assurance of future performance by the assignee. Such adequate assurance will include, but not necessarily be limited to, a deposit with carrier as security for the timely payment of invoices for services rendered in an amount equal to the average (30) day accrual for such charges.

BILL OF LADING *ITEM 60*

Services provided by carrier(s) subject to the conditions of this publication shall also be subject to the terms of the Uniform Bill of Lading as contained in the Uniform Freight Classification UFC 6000-Series, subject to modification as may from time to time be established under separate agreement and irrespective of whether a Bill of Lading is actually executed. Where provisions specifically provided in this publication conflict with Bill of Lading provisions themselves as contained in said Uniform Freight Classification, provisions of this publication shall apply.

CHANGE IN PROVISION(S) *ITEM 80*

All carriers party to this publication reserve the right at any time to change the provisions of this publication; provided, however, any such change shall be effective only with regard to any transportation services provided under this publication for freight tendered after the effective date of the changes. Subscribing carrier(s) will make available on its web page of the Watco Companies, L.L.C. website this publication in the latest amended form. Shippers and Consignees should review this publication before tendering or receiving freight that originates or terminates on any carrier. Revisions to this publication will be made from time to time by reissuing the publication in its entirety. Provisions formerly shown in WTS 9011-L and not brought forward in WTS 9011-M are hereby canceled.

CHARGES HEREIN SUBJECT TO INCREASE *ITEM 110*

Charges published herein are subject to increase by republication

CREDIT EXTENSION, PAYMENT AND DISPUTES *ITEM 120*

1. Shipments must be accompanied by full payment of charges unless the party responsible for payment of charges has established credit to the satisfaction of the carrier responsible for collection of charges.

   (a) Payment of all charges shall be made according to the terms established by the billing carrier. Freight charges are due within fifteen (15) calendar days from the date of the freight bill. Accessorial charges (e.g. demurrage, switching, weighing) – are due within 30 calendar days from the date of the accessorial bill.
   (b) Payment shall be deemed to have been made upon receipt funds in carrier's bank.
   (c) The term "freight bill" and "accessorial bill" as used in this item includes paper documents, billing by electronic data interchange ("EDI"), email, and any invoice procedures.

2. In no event shall any amount(s) claimed against carrier(s) be deducted from or offset against freight or other charges due hereunder. In the event that an amount(s) is deducted or offset against freight or other charges due carrier(s), the party making such offset or deduction will be assessed a service charge of ten percent (10%) plus one and one half percent (1 ½%) per month of the amount offset or deducted. Freight charges or other charges due must be paid in full, and any claim against carrier(s) must be asserted separately in accordance with the applicable procedure listed in individual carrier(s) tariff as well as the outlined instructions below in number 6 of this item.

3. In the event freight charges or other charges are not paid in full, the carrier owed will assess a finance charge of the lessor of 12% per annum 1% per month or portion thereof, or the maximum amount permitted by law on the unpaid bills or portion thereof which are past credit terms. The finance charge will accrue daily on the unpaid balance from the first day following the end of the credit term until date of receipt of payment in full by the carrier. The finance charge will not apply against disputed charges that are found by carrier to have been incorrectly billed. The finance charge will be billed monthly for all charges that were not paid within the applicable credit period in the prior calendar month.

CREDIT EXTENSION, PAYMENT AND DISPUTES *(continued)* *ITEM 120*

4. Carrier(s) may at any time, at its sole discretion, revoke credit privileges and institute any one or more-of the following procedures:

   (a) Require that applicable freight charges be paid by a person or entity with approved credit status with applicable carrier.
   (b) Require that the consignor or consignee responsible for the payment of freight or assessorial charges tender one or more of the following: Standby Irrevocable Letter of Credit and/or a Surety Bond and/or a personal or corporate guarantee of indebtedness and/or a sufficient cash deposit.
   (c) Assess demurrage charges on rail cars placed in hold status while awaiting payment. When rail cars are held in transit awaiting payment, demurrage will be assessed following the sending or giving of notice of arrival and are subject to the demurrage charges in the applicable tariff of the rail carrier in which car is located.

5. As used in this item: (a) the term “shipper” includes without limitation consignors, freight forwarders, shippers’ associations, and shippers’ agents and (b) the term “consignee” includes without limitation consignee, un-loaders, and trans-loaders and (c) the term “charges” or “freight charges” include without limitation transportation charges, switch charges, demurrage, detention, and other accessorial charges that may accrue in connection with a shipment.

6. In the event that there are bills being disputed, an explanation should immediately be submitted to applicable carrier {not later than the time set out in Section 1 (a) above.} Note: Payment of any bill, which is subsequently alleged to be incorrect, will not prejudice the shipper’s claim, filed within the statutory period (see ITEM 130). Should a shipper receive bills that they are not responsible for paying, they should immediately notify the rail carrier {not later than as prescribed by the time set out in Section 1(a) above.}

7. Any relief claimed must be a direct result of applicable carrier’s control, as the carrier(s) will not be liable for conditions of other rail carriers not party to this publication that adversely affect the Shipper or Consignee.

   In order to be allowed relief from a billed amount, a dispute must be presented to subscribing railroad, in writing, {not later than as prescribed by the time set out in Section 1(a) above.}, with supporting documentation, stating fully the conditions for which dispute is being presented, identifying contested cars by car initial, car number and location.

   Disputes sent to subscribing railroad which are not found to be valid will be subject to a **processing fee of $50.00** for each incorrectly disputed car.

8. **All disputes not received within thirty (30) days will result in invoice being considered valid and prompt payment will be expected.**

   Improper Charges:
   If, by error, demurrage or storage charges are improperly assessed, charges will be adjusted to the amount that would have accrued but for such error.

   Unacceptable Claims:
   Bunching and run around will not be considered railroad error and no allowance will be made.

   Weather Interference:
   Acts of God: In the event it is impossible for shipper, loader, consignee, or unloader to get to a car or to load or to unload a car due to acts of God, including, but not limited to flood, storm, earthquake, hurricane, tornado, or to other severe weather or climatic conditions, the demurrage directly chargeable thereto will be adjusted, provided the impediment is at least two (2) days in duration. Notification of this impediment must be made to **CustomerService@watcocompanies.com**. Customer will notify Customer Service within 24 hours of interference, and will provide daily updates until back in service.

CREDIT EXTENSION, PAYMENT AND DISPUTES *(continued)* *ITEM 120*

9. The following email addresses make it simple and quick to submit a dispute:

AADisputes@watcocompanies.com	EIRRDisputes@watcocompanies.com	PVSDisputes@watcocompanies.com
ABSDisputes@watcocompanies.com	GRNWDisputes@watcocompanies.com	PSWRDisputes@watcocompanies.com
ABWRDisputes@watcocompanies.com	GDLKDisputes@watcocompanies.com	SACDisputes@watcocompanies.com
ARSDisputes@watcocompanies.com	KODisputes@watcocompanies.com	SKOLDisputes@watcocompanies.com
AWRRDisputes@watcocompanies.com	KAWDisputes@watcocompanies.com	SLWCDisputes@watcocompanies.com
AUTDisputes@watcocompanies.com	LASDisputes@watcocompanies.com	SRRRDisputes@watcocompanies.com
BRSDisputes@watcocompanies.com	MMTDisputes@watcocompanies.com	TIBRDisputes@watcocompanies.com
BHRRDisputes@watcocompanies.com	MSRDisputes@watcocompanies.com	VSORDisputes@watcocompanies.com
BLUDisputes@watcocompanies.com	PSRRDisputes@watcocompanies.com	YSVRDisputes@watcocompanies.com
BVRRDisputes@watcocompanies.com	PCCDisputes@watcocompanies.com	WSORDisputes@watcocompanies.com

Note: Payment of any bill, which is subsequently alleged to be incorrect, will not prejudice the shipper's claim. Should any party receive bills that they are not responsible for paying, they should immediately notify the rail carrier (not later than as prescribed by their authorized Credit Terms.)

10. It is understood that any payment of amounts less than as stated on an invoice will be considered: "Payment-on-Account" and not as: "Payment-in-Full" (not withstanding any notation to the contrary as to the payer's intent.) Acceptance by rail carrier of a lesser amount will not constitute an accord and satisfaction. In such a situation, the payer will be advised of the remaining balance deemed due (after the application of the funds received has been attempted, as specified by payer.)

11. Shippers and consignees shall be liable for payments of the transportation charges accruing on a shipment, and nothing herein shall limit the right of carrier(s) to require at time of shipment the prepayment of charges or guarantee thereof. If transportation charges have not been prepaid, or shipper and consignee have not entered into an agreement for credit with applicable carrier, that carrier may withhold delivery of the shipment until payment or guarantee by shipper or consignee of all charges. Placement of equipment by any carrier for unloading or loading shall be deemed acceptance of shipment and/or equipment.

12. Acceptance of shipment by consignee or beneficial owner shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including demurrage and switching services performed at destination. Such payment shall be in U.S. money and will not be reduced to offset claims, damages to property or for other reasons. The issuance of a Shipping Document for a shipment consigned "to order", or to one party with directions to notify or advise another party as a prior condition to delivery, is prohibited, unless prior written arrangements have been made.

13. Except as otherwise authorized by an Exempt Rate Quotation, or a Contract, a shipment requiring ascertainment of weight at destination by reason of a destination weight agreement in order to determine applicable freight charges, must be tendered as a collect shipment.

OVERCHARGE, OVERPAYMENT OR DUPLICATE PAYMENT CLAIM PROVISIONS *ITEM 130*

Claim requirements, time limits – Carrier(s) will accept a whole or partial claim for overcharge, over collection or duplicate payment only if the claim is in writing and contains sufficient information for carrier to conduct an investigation, including the name of the claimant, which must be the payer; claimant's claim number; the amount of the claim; the original freight bill; freight bill payment information and supporting documents, which show, among other things, that carrier collected all of the charges at issue; and, in the case of overcharges, the rate, weight, commodity, description and supporting authority (quotation, etc.) claimed to be applicable. The claim must be filed within two (2) years of the date of delivery or tender of delivery by carrier for which claim is being filed with.

Where movements over a subscribing carrier form a segment of a through movement involving other non-subscribing rail carriers and time limitations for filing overcharge claims differ among the rail carriers involved in the through movement, the time limitation contained in the publication of the rail carrier with the shortest time limit will apply for overcharge claims against the subscribing carrier.

CONSECUTIVE NUMBERS *ITEM 150*

Where consecutive numbers are represented in this publication by the first and last numbers connected by the word 'to', they will be understood to include both of the numbers shown.

DUNNAGE *ITEM 160*

Except as otherwise provided in an agreement, temporary blocking, flooring or lining, corrugated fibreboard or plywood separators or dividers, standards, strips, stakes or similar bracing or supports (hereinafter referred to as dunnage), bulkheads, partitions, temporary doors or door protection, not constituting a part of the car, when required to protect and make freight secure for a shipment must be furnished and installed by shipper and at shipper's expense. The term "dunnage" does not include excelsior, hay sawdust, shavings, shredded paper, straw, packing cushions or pads or similar packing material. Except as provided in this paragraph or the paragraph below, an allowance of actual weight, but not in excess of 2,000 pounds, will be made for dunnage used when such materials are required for safe transportation of freight provided in no case shall less than the established minimum carload weight be charged for.

No allowance will be made for dunnage used in connection with bulk freight. No allowance for dunnage used will be made unless shipper specified total actual weight of dunnage on the Bill of Lading. Transportation charges for dunnage, when made, shall be at the rate applicable to the freight which it accompanies.

GOVERNING LAW *ITEM 200*

To the extent not governed by Federal law, the laws of the state of Kansas without regard to conflict of law provision shall govern the construction and interpretation of this publication and all rights and obligations of the parties.

LOADING AND UNLOADING *ITEM 220*

Consignors and consignees are required to load and unload cars.

MAXIMUM WEIGHT ON RAILS *ITEM 230*

All freight cars in the absence of maximum loading limits stenciled thereon, equipped with AAR standard axles may be loaded as provided in **Association of American Railways Field Manual Rule 70.** If the Marked Capacity is as shown under [A] below, the Total Weight on Rail will be as shown under [B] below:

[A] ---------- [B]
80,000 pounds----------142,000 pounds
100,000 pounds----------177,000 pounds
140,000 pounds----------220,000 pounds
200,000 pounds----------263,000 pounds
227,000 pounds----------286,000 pounds

Carriers will not accept any TOFC or COFC units with a gross weight exceeding the maximum gross weight permissible under Federal, State and/or Municipal Weight Laws, but in no case shall the combined gross weight exceed 65,000 pounds. Gross weight means combined weight of trailer and lading.

OVERLOADED CARS *ITEM 300*

An overloaded car is defined as a rail car for which either the net weight (actual weight of freight including all other materials incidental to the movement of the goods) is in **excess of the car's authorized load limit** (as listed in Universal Machine Language Equipment Register-UMLER), or the gross weight (combined weight of railcar and freight including all other material incidental to the movement of the goods) is in **excess of the track weight limitations** at any point along the route of movement. To determine track weight limitation at any point along the route of movement for carrier(s), you can access the following link and click on the "Track Capacity Map" for the railroad carrier being reviewed: http://www.watcocompanies.com/railroads.htm

If car is overloaded, shipper is responsible for the removal and disposal of the excess portion of the lading of the car. Carrier(s) will not be responsible for damaged goods, or loss of lading resulting from the process of removing excess portion and carrier(s) will not assume responsibility for the proper loading or unloading of any lading into or out of a car containing excessive lading. All charges referred to are assessed as a deterrent to the unsafe practice of overloading rail cars and are not connected in any way with the line-haul transportation charges. These charges are not freight or "or other lawful charges" within the meaning of Section 7 of the Bill of Lading, and the execution of Section 7 will not in any way relieve the shipper from the responsibility for the charges set forth in this Item.

If shipper does not produce a certified weight document, in a form acceptable to applicable carrier, indicating that the excess tonnage has been removed from each car, weighing charges for each overloaded car, including applicable switch charges as published in applicable carrier's Tariff covering switching charges, will be assessed against the shipper in addition to all other charges named in this publication.

If a car is found to be overloaded at origin after having been removed from industry or if a car is found to be overloaded at railroad tracks where loaded or if a car is found to be overloaded after the car has departed the origin station, the overloaded car(s) will be placed at a point of carrier's choosing until the excess lading is removed and will be subject to a surcharge of **$750.00 per car, and a intra-terminal switch charge** (if point is on a WTS carrier), **or an inter-terminal switch charge** (if point is on a carrier other than a WTS carrier, but within the switch limits) as provided in applicable carrier's Tariff covering switch charges, and the applicable freight charges. Shipper will be notified via telephone, fax or by an electronic means and shall remove the excess lading at the operating convenience of applicable carrier. Cars found to contain excess lading at origin will remain on continuous demurrage under the provisions found in applicable carrier's Tariff covering demurrage charges, until the excess lading is removed.

If the shipper fails or refuses to arrange to have the excess lading removed from each car within one hundred and twenty (120) hours from the date and time of notification, carrier(s) may, at its discretion, arrange for removal and disposal of the lading in excess of the weight limit needed to allow the car to continue safely to destination. The shipper will be assessed and pay actual cost of removal and disposal to the party removing the lading from the car. If shipper/consignor has not commenced reducing the excess portion from each car after two hundred and forty (240) hours from the date and time of notification, the lading in the car will have been deemed abandoned and carrier(s) may, at the option of carrier's Freight Claim Department sell or dispose of the lading. All charges (switching, weighing, demurrage, reduction and disposal expense) resulting from the overloaded car, will be deducted from the proceeds of sale.

If a car found to be overloaded can be safely moved, or is discovered as overload at destination, a surcharge of **$750.00 per car** will be applicable.

LOADING AND UNLOADING OF EQUIPMENT *ITEM 310*

LOADING: All loading, bracing, and blocking must comply with the applicable, Association of American Railroad's pamphlet or general information series publication or modification approved by carrier's Damage Prevention Services prior to shipment. Shippers are required to take all necessary additional steps to protect their product and the equipment being used during rail transportation. In the event of a load shift, derailment or equipment damage, when it is determined by rail carrier(s) that there was insufficient or improper loading, bracing or blocking, the shipper shall be assessed **$1,000.00 per car and will additionally be responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs. In addition, all charges, administrative, civil fines, storage and demurrage are due and payable in full before the railcar or the cargo is released.**

UNLOADING: Upon arrival and placement of supplied equipment for unloading at destination, consignee (unloader) will be responsible for unloading the equipment in a manner which does not damage the equipment, closing doors if so equipped, and for releasing the equipment in a condition suitable for reloading a similar commodity by another shipper. If unloader refuses or fails to remove all lading, dunnage, blocking, bracing, strapping, miscellaneous debris, or other material that was part of the inbound shipment, secure interior loading devices, or places additional material into the equipment before releasing the car, and the carrier discovers such failure and proceeds to remove or have removed such debris or when it is determined by rail carrier(s) that there was improper unloading, the consignee shall be assessed **$1,000.00 per car and will additionally be responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs. In addition, all charges, administrative, civil fines, storage and demurrage are due and payable in full before the railcar is released.**

If damage or shortage is noted at destination, the carrier or the carrier's contracted agent performing inspections at the destination shall be notified at once and given twenty-four (24) hours to inspect the vehicle while still under load. Evidence of unauthorized entry or damage should be noted on the inspection report before the vehicle is removed from carrier's premises. Failure of carrier to make an inspection of the vehicle and load shall not be considered a waiver of any defense to claims or suits.

RAIL OPERATIONS-ORDER/NOTIFY SHIPMENTS *ITEM 315*

Specialized rail handling such as 'do not hump'; speed restrictions and equipment size are special rail services and not routine rail services. Unless agreed to in writing by both the carrier and shipper, any restrictions on rail handling placed by shipper upon a particular car (including but not limited to "do not hump" signs, notations as to speed or other restrictions on a bill of lading, EDI notations) shall have no effect and be void. Shippers desiring special handling must contact carrier to arrange special handling. Carriers do not provide Order/Notify service. Bills of lading or shipping instructions tendered to carrier in the form of an order/notify bill of lading will be handled as straight bills of lading. Instructions to the effect of requiring carrier to not complete delivery of a shipment until either securing authorization for delivery from the shipper or some other party, surrender of the bill of lading or notification by carrier to the shipper or some other party shall have no effect and be void regardless of whether such instructions are contained in a straight or an order/notify bill of lading; and carrier shall have no liability for delivering a shipment to the consignee listed in the bill of lading in such circumstances.

LOSS, DAMAGE, AND DELAY OF EQUIPMENT AND LADING *ITEM 320*

The carrier(s) shall not be liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the shipper/consignor, owner or consignee/receiver, or from any cause whatsoever which occurs while the equipment and lading is not in the actual physical custody and control of carrier(s). The shipper and consignee shall be jointly responsible for all loss, costs and expenses, including but not limited to the repair of damaged *equipment* (including complete loss of use), loss or damage to cargo, transfer services and derailment costs.

The shipper and the consignee named in the bill of lading or waybill shall be jointly and severally liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the shipper/consignor, owner or consignee/receiver, or from any cause whatsoever which occurs while the equipment and lading is in the actual physical custody and control of carrier(s) due to the inability of the shipper, consignee, or their disclosed agent to receive equipment as identified by constructive placement or storage status unless it can be proven that carrier's gross negligence was the cause of same. The shipper and consignee shall be jointly responsible for all loss, costs and expenses, including but not limited to the repair of damaged equipment (including complete loss of use), loss or damage to cargo, transfer services and derailment costs.

The carrier(s) does not guarantee rail service within any particular time frame. Carrier(s) maximum liability for cargo is the lower of its original cost or the cost of replacement. Carrier(s) is not liable for special or consequential damages or for damages due to market decline.

MULTI CAR SHIPMENTS *ITEM 330*

In order to qualify for multi car shipment rates, cars must be shipped at one time and must be tendered on one bill of lading on one day from one consignor at one location at Origin to one consignee at one location at Destination.

REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC. *ITEM 340*

Where reference is made in this publication to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, etc.

SEVERABILITY *ITEM 380*

If any provision of this publication is held invalid by a court or governmental entity of competent jurisdiction, such provision shall be severed from this publication and to the extent possible, this publication shall continue with regard to the remaining provisions.

RETURNED, REFUSED OR REJECTED SHIPMENTS *ITEM 390*

This item does not apply on Coal or Perishable Freight requiring protective service.

When shipment covered by this publication has reached destination but is refused or rejected, not unloaded, and is returned to the original shipping point for reasons other than rail carrier's error, the return movement will be subject to the rate and minimum weight in the reverse direction in effect on date shipment is tendered for return, or to the rate normally applicable for such return movement if lower. Routing for the return movement will be applicable only via the reverse of the route over which the original shipment moved, except in the case of emergency routing orders.

TRANSACTION FEE – SHIPPER INSTRUCTIONS *ITEM 450*

Bill of Ladings (BOL) when carrier is the origin line haul carrier must be submitted by the following methods:

a. System to System Electronic Data Interchange (EDI);
b. On-line web tools for:
   (i) AA, BHRR, GDLK, WSOR - contact WTS IT Support at (866) 889-2826 or email RMIHelpDesk@watcocompanies.com
c. Email/Fax to WSOR Customer Service Center at WSOR_Customer_Service@watcocompanies.com or at (866) 413-5160*
d. Email/Fax to AA Customer Service Center at ToledoClerks@watcocompanies.com or at (419) 726-2250*
e. Email/Fax to GDLK or BHRR – Customer Service Center (CSC) at (866) 413-5160 or dataentry@watcocompanies.com*

Equipment release, equipment ordering, equipment placement, and all other switching requests may be transmitted to any subscribing carrier by the following methods:

a. System to System Electronic Data Interchange (EDI);
b. On-line web tools for:
   (ii) AA, BHRR, GDLK, WSOR - contact WTS IT Support at (866) 889-2826 or email RMIHelpDesk@watcocompanies.com
   (iii) BRS – See KCS 9011 Series on the internet at www.kcsouthern.com
   (iv) PSRR – See BNSF publications on internet at www.bnsf.com
   (v) All other carriers - contact WTS IT Support at (866) 889-2826 or email WATSSsupport@watcocompanies.com
c. Email/Fax to WSOR Customer Service Center at WSOR_Customer_Service@watcocompanies.com or at (866) 413-5160*
d. Email/Fax to AA Customer Service Center at ToledoClerks@watcocompanies.com or at (419) 726-2250*
e. Email/Fax to all other carriers - Customer Service Center (CSC) at (866) 413-5160 or dataentry@watcocompanies.com*

If a Bill of Lading (BOL), equipment release, equipment ordering, equipment placement, and all other switching requests are provided to any subscribing carrier through a means other than System to System Electronic Data Interchange (EDI) or On-line Web Tools, as shown above, a fee of **$75.00** per transaction will be assessed (*Denotes potential charges). Charges assessed under this Item will be assessed to the shipper.

Cars received without proper forwarding instructions are subject to additional charges specified in Item 460, herein.

EXCLUSIONS TO TRANSACTION FEE

Shipper(s) who advises any carrier of a planned system outage forty eight (48) hours in advance of the outage will be exempt from charges for a period of up to twelve (12) hours starting from the beginning of the outage as notified by shipper. Shipper(s) must advise of a planned outage by sending an email to WATSSsupport@watcocompanies.com.

If the Web Tools are unavailable for thirty (30) consecutive minutes or more, charges will not be assessed to shipper(s) who normally uses web applications but is forced to use a manual method during the time of the outage (except BRS and PSRR are subject to KCS and BNSF publications).

RAIL BILLING REQUIRED AT ORIGIN *ITEM 460*

In order for loaded cars or TOFC or COFC units to be accepted at origin, proper rail billing to destination is required. In the event applicable subscribing carrier inadvertently accepts a loaded car (excluding TOFC or COFC units), from shipper and the car is removed from industry track or team track without proper billing instructions, and is held by said carrier awaiting billing instructions, a hold charge of **$300.00** per car will be assessed against the shipper/consignor and the car will remain on continuous demurrage and will be subject to rules and charges published in the applicable carrier's Tariff and such supplements thereto and successive issues thereof until proper forwarding instruction is received.

ORIGINATION BILLING *ITEM 470*

Should a customer or a representative on behalf of customer generate origination billing data that fails to match the shipment conditions or that requires cancellation or modification prior to pulling railcars, resulting in rework by any of the subscribing carriers, customer or the representative acting on behalf of customer will be charged **$79.00** per car.

DIMENSIONAL PRE-CLEARANCE PROPOSAL *ITEM 480*

Except as otherwise provided, there will be a **$1,000.00** charge for each dimensional pre-clearance proposal submitted to carrier. While the proposal is in “submitted” status, changes to the proposed dimensions (length, width, height) may be made at any time without penalty. Once the proposal is in “working” status, the customer may make only two additional changes to the proposed dimensions (length, width, height) without incurring an additional charge. Any additional charges (beyond the three total changes described above) to the proposed dimensions will be subject to an additional pre-clearance proposal charge of $1,000.00. Once the proposal is in “completed” status, no more changes can be made.

Payment of any pre-clearance proposal charges must be made before “working” status.

Each pre-clearance proposal that results in an actual load moving on the carrier within one (1) year from the date the clearance review is completed, the customer will be entitled to a refund of $1,000.00. The customer must submit proposal and refund requests through customerservice@watcocompanies.com.

In the event the clearance proposal results in carrier not being able to clear the load for transportation, a refund will not be issued but clearance maximum dimensions will be provided. If the clearance maximum dimensions can be accommodated by the customer and a shipment meeting the clearance maximum dimensions subsequently moves on the carrier, the customer will be eligible for refund pursuant to the terms above.

Submissions of a pre-clearance proposal to carrier for clearance of a shipment does not create any obligation to provide transportation of the proposed shipment or any other shipments that may be tendered by the customer.