

**FT ART 8000-B**  
**(Cancels FT ART 8000-A)**

# **A&R TERMINAL RAILROAD**

## **FREIGHT TARIFF ART 8000-B**

**(Cancels Freight Tariff ART 8000-A)**

**RULES, REGULATIONS AND CHARGES  
GOVERNING  
SWITCHING AND DEMURRAGE  
ALSO  
MISCELLANEOUS RULES AND CHARGES  
APPLYING  
AT AND BETWEEN  
STATIONS  
ON THE  
A&R TERMINAL RAILROAD**

### **LOCAL TARIFF**

This tariff is also applicable in intrastate traffic, except where expressly provided to the contrary in connection with particular items herein.

**ISSUED: December 21, 2023**

**EFFECTIVE: January 10, 2024**

#### **ISSUED BY**

**Chris Ball  
President  
A & R Terminal Railroad  
Morris, IL 60450**

**FT ART 8000-B**

| <b>TABLE OF CONTENTS</b>  |             | <b>TABLE OF CONTENTS (Cont'd)</b>   |             |
|---|-------------|---|-------------|
| <b>DESCRIPTION</b>  | <b>ITEM</b> | <b>DESCRIPTION</b>  | <b>ITEM</b> |
| <b>RULES AND REGULATIONS - GENERAL</b>  |             | <b>SECTION 2 -SWITCHING RULES AND CHARGES</b>   |             |
| Consecutive Numbers.....  | 20          | Interchange/Reciprocal Switching.....   | 200         |
| Description of Governing Classification and Exceptions.....                                   | 40          | Definition of Intra-Plant Switching.....  | 205         |
| Method of Cancelling Items.....   | 30          | Definition of Intra-Terminal Switching.....   | 210         |
| Reference to Tariffs, Items, Notes, Rules, Etc.....   | 10          | Intra-Plant Switching Charge.....   | 215         |
| <b>RULES AND REGULATIONS - UNLIMITED</b>  |             | Intra-Terminal Switching Charge.....  | 220         |
| Capacity and Dimensions of Cars.....  | 52          | Switching from Private Side Tracks to Hold Tracks.....  | 225         |
| Handling Explosives, Dangerous Materials and Crude Oil by Rail.....                           | 50          | Special Switching Service: Exceeds Dimensions or Weight.....                                    | 230         |
| Payment of Charges.....   | 60          | Special Switching Service: Other than Normal Service.....                                       | 235         |
| Security Deposit.....   | 62          | Switching of Locomotives on Own Wheels, but Not Under own Power.....                            | 240         |
| Station List and Conditions.....  | 54          | Special Switching Service: Explosives, Inhalation Hazard Commodities and Crude Oil by Rail..... | 245         |
| <b>SECTION 1 - MISCELLANEOUS RULES AND CHARGES</b>  |             | <b>DEMURRAGE RULES AND CHARGES:</b>   |             |
| Car Furnished But Not Used.....   | 110         | Actual Placement.....   | 320         |
| Cars Interchanged in Error.....   | 125         | Constructive Placement.....   | 325         |
| Cars Released by Customer without Proper Disposition or Forwarding Instructions.....          | 108         | Demurrage Charges.....  | 350         |
| Cars Returned Due to Customer Error.....  | 106         | Demurrage Liability.....  | 305         |
| Charge for Heavy Duty Flat Cars.....  | 150         | Exceptions to Demurrage Charges.....  | 355         |
| Charges for Cars of Four (4) and more than Four (4) Axles.....                                | 145         | Free Time.....  | 340         |
| Charges on Cars Received Without Billing, or with Improper Billing at Interchange Points..... | 120         | General Application.....  | 300         |
| Failure to Pull Interchange.....  | 104         | Glossary of Terms.....  | 360         |
| Furnishing Cars.....  | 135         | Holidays.....   | 310         |
| Handling of Cars Delivered in Bad Order Condition.....  | 160         | Notification.....   | 330         |
| Non-Application on "Order Notify" Etc. Shipments.....   | 140         | <b>SECTION 4 - STORAGE/HOLD RULES AND CHARGES</b>   |             |
| Overloaded Cars.....  | 130         | Storage/Hold Charges.....   | 400         |
| Per Diem.....   | 100         | Switching To and From Storage/Hold Tracks.....  | 405         |
| Turning of Cars to Permit Unloading.....  | 180         | Private Cars held for Loading or Unloading.....   | 410         |
| Weighing.....   | 170         | <b>EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS.....</b>                                    |             |
| (Continued in next column)  |             | 9999  |             |
| For explanation of terms, abbreviations and reference marks, see last page of tariff.         |             |   |             |

**FT ART 8000-B**

| <b>RULES AND OTHER GOVERNING PROVISIONS<br/>RULES AND REGULATIONS - GENERAL</b>   | <b>RULES AND OTHER GOVERNING PROVISIONS<br/>RULES AND REGULATIONS - UNLIMITED</b>  |
|---|--|
| <p><b>ITEM 10</b></p> <p align="center"><b>REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.</b></p> <p>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.</p>  | <p><b>ITEM 55</b></p> <p align="center"><b>TERMINAL OR TRANSIT PRIVILEGES OR SERVICES</b></p> <p>Shipments made under the rates contained in this tariff are entitled also to terminal and transit services and privileges and are subject to the charges, allowances, rules and regulations legally applicable thereto.</p> <p>EXCEPTION: When provisions of this tariff specifically cover any such charge, allowance, rule or regulation, conflicting provisions will not apply.</p>  |
| <p><b>ITEM 20</b></p> <p align="center"><b>CONSECUTIVE NUMBERS</b></p> <p>Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a hyphen, they will be understood to include both of the numbers shown.</p> <p>If the first number only bears a reference mark, such reference mark also applies to the last number shown and to all numbers between the first and last numbers.</p> | <p><b>ITEM 60</b></p> <p align="center"><b>STATION LISTS AND CONDITIONS</b></p> <p>This tariff is governed by the Official Railroad Station List, OP&amp;SL 6000-Series, issued by RAILINC, Agent, to the extent shown below:</p> <p align="center"><b>PREPAY REQUIREMENTS AND STATION CONDITIONS</b></p> <p>For additions and abandonments of stations, and except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities.</p> <p>When a station is abandoned as of date specified in the above named tariff, the rates from and to such stations as published in this tariff are inapplicable on and after that date.</p> <p align="center"><b>GEOGRAPHICAL LIST OF STATIONS</b></p> <p>For geographical locations of stations referred to in this tariff by station numbers.</p> <p align="center"><b>STATION NUMBERS</b></p> <p>For the identification of stations when</p> |
| <p><b>ITEM 30</b></p> <p align="center"><b>METHOD OF CANCELING ITEMS</b></p> <p>Numbered items with letter suffixes cancel corresponding numbers in the original tariff or any previous supplements. Letter suffixes will be used in alphabetical sequence starting with A.</p> <p>Example: Item 10-B cancels Item 10-A in a prior supplement, which in turn, cancelled Item 10.</p>  | <p><b>ITEM 65</b></p> <p align="center"><b>NON-ALTERNATION OF RATES</b></p> <p>Rail Transportation Contracts take precedence and apply to the exclusion over prices published in this tariff for the same commodities over the same routes and conditions.</p> <p>Prices published in this tariff will NOT alternate with prices published in this tariff or other pricing documents.</p>  |
| <p><b>ITEM 40</b></p> <p align="center"><b>DESCRIPTION OF GOVERNING CLASSIFICATION AND EXCEPTIONS</b></p> <p>The terms "Governing Classifications" and "Uniform Freight Classification" when used herein, mean: Uniform Freight Classification 6000-series, issued by National Railroad Freight Committee Agent.</p>  | <p><b>ITEM 70</b></p> <p align="center"><b>PERISHABLES</b></p> <p>The ART does not guarantee provide protective service. Perishable freight under protective service will be accepted from Customers on outbound traffic and from connecting railroad on inbound traffic for delivery to Customers with the understanding that protective service is not provided by the AM and the AM accepts no liability for any loss or damage resulting from failure of such protective service.</p>  |
| <p><b>ITEM 45</b></p> <p align="center"><b>EXPLOSIVES, DANGEROUS ARTICLES</b></p> <p>For rules and regulations governing the transportation of explosives and other dangerous articles by freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Tariff BOE 6000-Series.</p>   |  |
| <p><b>ITEM 50</b></p> <p align="center"><b>CAPACITY AND DIMENSIONS OF CARS</b></p> <p>For marked capacities, length, dimension and cubical capacities of cars, see Official Railway Equipment Register, RER 6414 Series, issued by R.E.R. Publishing Corporations, Agent.</p>   |  |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>  |  |

| SECTION 1  | SECTION 1  |
|--|--|
| MISCELLANEOUS RULES AND CHARGES  | MISCELLANEOUS RULES AND CHARGES  |
| <p><b>ITEM 100</b></p> <p><b>LIABILITY AND INDEMNIFICATION</b></p> <p>49 U.S.C. Section 11706 provides for full-value liability and other liability terms for the rail carrier and the Customer. In order for a shipment to be subject to the terms of 49 U.S.C. Section 11706, the Customer must comply with all of the following provisions:</p> <ol style="list-style-type: none"> <li>1. On shipments that the Customer chooses Carmack Liability protection, Customer must contact the AM no less than 72 hours prior to movement by the AM for Charges to apply.</li> <li>2. If Customer does not elect Carmack Liability protection, AM will assume liability for freight claims subject to the following limitations:               <ol style="list-style-type: none"> <li>(a) The Minimum Claim for loss or damage to freight is \$250.00.</li> <li>(b) AM's Maximum liability for loss or damage to freight is \$25,000.00.</li> <li>(c) Individual pricing documents may contain different limits of liability which take precedents over the provisions set forth herein.</li> </ol> </li> <li>3. Customer agrees to defend, indemnify and hold harmless the AM from any loss, damage, personal injuries or death resulting from Customer's negligence, improper loading; or, defects in or failure of railcars and equipment.</li> <li>4. Acceptance of a shipment by the AM for transportation shall not be considered as a waiver of Customer's liability.</li> <li>5. The AM shall not be liable for any loss, damage or injury caused by an act of God, the public enemy, act of the Customer, a public authority, or inherent vice or nature of the goods. AM shall not be liable for any loss, damage or injury due to Customer's negligence, improper loading or defective equipment.</li> </ol> | <p><b>ITEM 106</b></p> <p><b>HAZARDOUS MATERIALS</b></p> <p>Shipments of Hazardous Materials will not be accepted in interchange unless prior arrangements have been made with the AM (See Note).</p> <p>NOTE: On shipment of any hazardous material accepted by the AM, shipper shall indemnify the AM and hold the AM harmless for any and all loss, liability or cost whatsoever that the AM may incur or be held responsible for, to the extent that such liability is due to, or arises from:</p> <ol style="list-style-type: none"> <li>(a) defects in or failure of shipper's cars and equipment,</li> <li>(b) a failure of shipper or shipper's agent to conduct proper or appropriate pre-shipment inspection of the cars as described in 49 CFR Sec. 173.31(d) or</li> <li>(c) misidentification of commodity shipped.</li> </ol> <p>The foregoing indemnification shall not apply to any loss or liability caused by or due to the AM's failure to conduct pre-departure inspections as described in 49 CFR Sec. 174.9 or failure to follow AAR interchange rules, or any other liability resulting from the AM's negligence.</p> <p>The above provisions apply to shipments of Classes A, B or C explosives, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, and hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, while held on the AM premises.</p> |
| <p><b>ITEM 104</b></p> <p><b>PERISHABLES</b></p> <p>The AM does not provide protective service. Perishable freight under protective service will be accepted from Customers on outbound traffic and from connecting railroad on inbound traffic for delivery to Customers with the understanding that protective service is not provided by the AM and the AM accepts no liability for any loss or damage resulting from failure of such protective service.</p>   | <p><b>ITEM 108</b></p> <p><b>[I]</b></p> <p><b>DIMENSIONAL SHIPMENTS AND SHIPMENTS EXCEEDING MAXIMUM GROSS WEIGHT ON RAIL</b></p> <p>The AM will not accept in interchange shipments of excessive nor shipments exceeding 286,000 lbs. maximum gross weight on rail (car and lading) unless prior arrangements have been made with the AM.</p> <p>A charge of \$510.00 per car will be assessed to delivering carrier for the return and/or setback of such cars interchanged to the AM.</p>   |
|  | <p><b>ITEM 110</b></p> <p><b>CLAIMS, LOSS OR DAMAGE</b></p> <p>Claims for loss, damage, injury or delay to property transported or accepted for transportation will be processed according to the regulations set forth in 49 CFR Part 1005. Minimum Claim - \$250.00.</p>   |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>   |  |

**FT ART 8000-B**

| <b>RULES AND OTHER GOVERNING PROVISIONS<br/>RULES AND REGULATIONS-UNLIMITED</b>   | <b>RULES AND OTHER GOVERNING PROVISIONS<br/>RULES AND REGULATIONS-UNLIMITED</b>   |
|---|---|
| <p><b>ITEM 60</b></p> <p align="center"><b>PAYMENT OF CHARGES</b></p> <p>Customer shall be liable for payment of the transportation charges accruing on a shipment and nothing herein shall limit the right of ART to require at time of movement, shipment or delivery prepayment or guarantee of charges set forth herein, unless customer has entered into an agreement for credit with ART. Customer will pay ART immediately upon presentation of a bill from ART. If charges have not been prepaid and customer has not entered into a credit agreement with ART, ART will not accept shipment from customer, make delivery of shipment or accept request for any other movement of car without payment or guarantee of all outstanding or current charges.</p> <p>Acceptance of shipment by customer shall be deemed as acceptance for responsibility for payment of all charges accruing on the shipment, including but not limited to demurrage, switching and all other charges that may be applicable. Such payment will be in USD and cannot be reduced to offset claims, damages to property or for any other reasons.</p> <p><b>FINANCE CHARGES:</b> ART will assess a finance charge of 1.5% per month (18% per annum) on unpaid bills, including without limitation, demurrage, switching and all other charges which are not paid within the credit period. The finance charge continues to accrue daily until payment is received by ART.</p> <p>If ART, at its sole discretion uses a collection agency or attorneys to collect delinquent bills for freight or other charges and ART is successful in collecting such charges, customer shall reimburse ART for all reasonable collection costs, including reasonable collection agency and/or attorney fees.</p> | <p><b>ITEM 62</b></p> <p align="center"><b>SECURITY DEPOSIT</b></p> <p>For customers that have established credit with ART, a deposit to secure payment of all charges, including demurrage, storage, detention, switching or other accessorial charges that may accrue, a deposit will be required for any customer that has failed to pay any such charges when due under applicable laws and regulations. (Customers as referred to herein shall refer to any and all consignors, consignees, beneficial owners or other responsible parties).</p> <p>The deposit must be paid before any freight car or trailer is delivered to such customer for loading or unloading.</p> <p>The minimum deposit for each freight car will be the average amount per freight car of demurrage, detention, storage, switching and other accessorial charges outstanding at the time this tariff provision is invoked against customer. The maximum amount of deposit will be determined by ART. Deposits will be held in an escrow account to guarantee payment of and to be applied against any charges demurrage, detention, storage, switching and other accessorial charges which may accrue since the implementation of the security deposit arrangement.</p> <p>ART will refund the deposit or balance of the deposit within thirty (30) days after notification by its agents that the equipment has been released to ART. Any charges for demurrage, detention, storage, switching and other accessorial charges will be deducted from the deposit before any refund is made. The deposit or balance of deposit may be transferable to another freight car to cover charges incurred since the implementation of the security deposit arrangement.</p> <p>Security deposits will no longer be required after the Customer has paid all outstanding demurrage, detention, storage, switching and other accessorial charges and has given assurance in writing to the satisfaction of ART that future charges will be paid within the credit period.</p> |
|   |   |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>  |   |

**FT ART 8000-B**

| SECTION 1<br>MISCELLANEOUS RULES AND CHARGES  | SECTION 1<br>MISCELLANEOUS RULES AND CHARGES   |
|---|--|
| <p><b>ITEM 100</b></p> <p align="center"><b>PER DIEM</b></p> <p>ART does not pay private car mileage allowance.</p>   | <p><b>ITEM 120</b></p> <p align="center"><b>CHARGES ON CARS RECEIVED WITHOUT BILLING,<br/>OR WITH IMPROPER BILLING AT INTERCHANGE<br/>POINTS</b></p> <p>When cars empty or load are received at an interchange point by a carrier from its connection without proper billing (see Note), such cars will, upon the request of the delivering carrier, be returned, subject to a charge of \$150.00 per car for returning the loaded or empty car to the connections of the carrier making the request.</p> <p>NOTE - When instructions are not received within twenty-four (24) hours from time of receipt of car at connection, a hold charge of \$75.00 per car will assessed thereafter for each twenty-four (24) hours or fraction thereof until instructions or billing is received.</p> |
| <p><b>ITEM 104</b></p> <p align="center"><b>FAILURE TO PULL INTERCHANGE</b></p> <p>ART will assess connecting carrier a charge of \$150 .00 per car per day, or fraction of a day, for failure to pull cars offered in interchange. Charge to be assessed from day car(s) is interchanged until day car is pulled by connecting carrier.</p>  | <p><b>ITEM 125</b></p> <p align="center"><b>CARS INTERCHANGED IN ERROR</b></p> <p>When cars are delivered to interchange in error to ART, a charge of \$200.00 per car will be assessed against the interchanging railroad delivering such car.</p>  |
| <p><b>ITEM 106</b></p> <p align="center"><b>CARS RETURNED DUE TO CUSTOMER ERROR</b></p> <p>For cars released by customer and returned to ART by connecting carrier due to improper billing instructions, customer will be assessed a charge of \$350.00 per car. This charge will be in addition to any other charges associated with the movement of the car.</p>  | <p><b>ITEM 130</b></p> <p align="center"><b>OVERLOADED CARS</b></p> <p>ART will not accept cars that are loaded in excess of load limit markings. When a car is found to be loaded in excess of its stenciled load limit while enroute but before placement, it will be placed at or near location where overload is discovered and consignor requested to arrange for disposition, or at carriers' convenience it may be returned to the shipper for removal of the excess weight. For the extra service performed, charge of \$300.00 will be assessed which includes weighing. The regular switching charge will be in addition.</p>  |
| <p><b>ITEM 108</b></p> <p align="center"><b>CARS RELEASED BY CUSTOMER WITHOUT PROPER<br/>DISPOSITION OR FORWARDING INSTRUCTIONS</b></p> <p>When, on customer's instructions, cars are pulled from an industry and held by ART awaiting forwarding instructions, a charge of \$200.00 per car per day will be assessed against the party responsible for providing these instructions.</p> <p>Demurrage charges will continue to accrue until such instructions are received.</p>  | <p><b>ITEM 135</b></p> <p align="center"><b>FURNISHING CARS</b></p> <p>ART will not undertake to furnish cars of any particular type, size or dimension when to be used in intra-plant, intra-terminal or inter-terminal switching.</p>  |
| <p><b>ITEM 110</b></p> <p align="center"><b>CARS FURNISHED BUT NOT USED</b></p> <p>Except as otherwise provided in lawfully published tariffs, when an empty car is (1) actually place or constructively placed for loading, but is not used in subsequent transportation service and is released empty, a charge of \$200.00 per car in addition to applicable demurrage charges will be made against the party ordering but not using the equipment.</p> <p>EXCEPTION -This charge will not apply when cars are refused or rejected account of not being in proper condition for loading.</p> <p>(1) The term actually placed or constructively placed is subject to demurrage rates in item 350.</p> | <p><b>ITEM 140</b></p> <p align="center"><b>NON-APPLICATION ON "ORDER NOTIFY" ETC.<br/>SHIPMENTS</b></p> <p>Intra-plant, Intra-terminal or Inter-terminal switching service provided for herein will not be performed on shipments moving under order notify bills of lading or under straight bills of lading (including shipments consigned to one party, notify or advise another party) which carry a provision (see Section 4, Rule 7 of Uniform Freight Classification) (See Item 5), requiring the surrender of bill of lading, written order, or other document before making delivery.</p>  |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>  |  |

**FT ART 8000-B**

| <p align="center"><b>SECTION 1<br/>MISCELLANEOUS RULES AND CHARGES</b></p>   | <p align="center"><b>SECTION 2<br/>SWITCHING RULES AND CHARGES</b></p>  |
|--|---|
| <p><b>ITEM 145</b></p> <p align="center"><b>CHARGES FOR CARS OF FOUR (4) AND MORE THAN FOUR (4) AXLES</b></p> <p>(A) Charges for intra-plant or intra-terminal switching at points on these lines will be confined to cars having no more than four (4) axles.</p> <p>(B) When cars of more than four (4) axles are found Intra-plant or intra-terminal, a charge of \$600.00 per car will be assessed in addition to the same service application as cars with four (4) axles.</p>  | <p><b>ITEM 180</b><br/>[ ]</p> <p align="center"><b>TURNING OF CARS TO PERMIT UNLOADING</b></p> <p>Applicable only on cars loaded and unloaded within the switching limits of the station (including adjacent or contiguous switching of industrial districts) involved.</p> <p>(A) Except as provided in Paragraph (B), orders calling for placement of cars for unloading from a particular side or end will not be accepted when moving in Intra-plant, Intra-terminal or inter-terminal service.</p> <p>(B) Upon request of shipper for a car moving Intra-terminal switching service to be placed for unloading from a particular side or end, the ART will perform such service at a charge of \$300.00 per car, which will be in addition to the applicable switching and special equipment penalty charge.</p>  |
| <p><b>ITEM 150</b></p> <p align="center"><b>CHARGE FOR HEAVY DUTY FLAT CARS</b></p> <p>When heavy-duty flat cars as defined in Tariff RPS 6740-series are used on shipments both originating and terminating within the same switching district, the following charges will be assessed:</p> <p align="center"><b>USE CHARGE</b></p> <p>\$1,200.00 per car switching movement (not subject to any other switching charges published in this tariff).</p> <p align="center"><b>SPECIAL DETENTION CHARGES</b></p> <p>When cars are held beyond the Free Time permitted in Item 340 charges will be \$300.00 per car for each twenty-four (24) hour period or fraction thereof beyond the authorized free time:</p> <p align="center"><b>NON-USE CHARGE</b></p> <p>When car is ordered, placed and released back to ART without being used in transportation service, a charge of \$600.00 per car will be assessed and will be in addition to any detention charges that may accrue.</p> | <p><b>ITEM 112</b></p> <p align="center"><b>OVERLOADED CARS</b></p> <p>Cars found to be overloaded will be subject to the following additional charges:</p> <p>(1) \$340.00 per car - When a car is discovered to be overloaded at loading point or within the confines of the industry. Charge to be assessed consignor.</p> <p>(2) \$415.00 per car - When a car is discovered to be overloaded beyond loading point or confines of the industry. Charge to be assessed consignor.</p> <p>(It will be the responsibility of the consignor to adjust the lading at their own expense sufficient to eliminate the overload condition.)</p> <p>(3) \$405.00 per car - When a car is received in interchange from connections and is found to be overloaded, such car will be returned to delivering carrier for adjustment to lading to eliminate the overload condition. Charge to be assessed delivering</p> |
| <p><b>ITEM 160</b></p> <p align="center"><b>HANDLING OF CARS DELIVERED IN BAD ORDER CONDITION</b></p> <p>A charge of \$300.00 per car will be assessed against the industry / shipper that offers cars to the ART that contain any AAR/FRA defects. Industry shipper will also be responsible for any costs to repair car and bring out of bad order status based on current AAR pricing.</p>  | <p><b>ITEM 108</b></p> <p align="center"><b>DIMENSIONAL SHIPMENTS AND SHIPMENTS EXCEEDING MAXIMUM GROSS WEIGHT ON RAIL</b></p> <p>The AM will not accept in interchange shipments of excessive nor shipments exceeding 286,000 lbs. maximum gross weight on rail (car and lading) unless prior arrangements have been made with the AM.</p> <p>A charge of \$500.00 per car will be assessed to delivering carrier for the return and/or setback of such cars interchanged to the AM.</p>   |
| <p><b>ITEM 170</b></p> <p align="center"><b>WEIGHING</b></p> <p>When a car is weighed or reweighed either empty or loaded at the request of either consignee, a charge of \$300.00 per car will be made each time the car is weighed, if scale is available.</p>   |   |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>   |   |

| SECTION 1  | SECTION 1  |
|--|--|
| MISCELLANEOUS RULES AND CHARGES  | MISCELLANEOUS RULES AND CHARGES  |
| <p><b>ITEM 106</b></p> <p style="text-align: center;"><b>HAZARDOUS MATERIALS</b></p> <p>Shipments of Hazardous Materials will not be accepted in interchange unless prior arrangements have been made with the AM (See Note).</p> <p>NOTE: On shipment of any hazardous material accepted by the AM, shipper shall indemnify the AM and hold the AM harmless for any and all loss, liability or cost whatsoever that the AM may incur or be held responsible for, to the extent that such liability is due to, or arises from:</p> <ul style="list-style-type: none"> <li>(a) defects in or failure of shipper's cars and equipment,</li> <li>(b) a failure of shipper or shipper's agent to conduct proper or appropriate pre-shipment inspection of the cars as described in 49 CFR Sec. 173.31(d) or</li> <li>(c) misidentification of commodity shipped.</li> </ul> <p>The foregoing indemnification shall not apply to any loss or liability caused by or due to the AM's failure to conduct pre-departure inspections as described in 49 CFR Sec. 174.9 or failure to follow AAR interchange rules, or any other liability resulting from the AM's negligence.</p> <p>The above provisions apply to shipments of Classes A, B or C explosives, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, and hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, while held on the AM premises.</p> | <p><b>ITEM 155</b></p> <p style="text-align: center;"><b>PLACEMENT OF INBOUND CARLOAD SHIPMENTS AT STATIONS ON THE AM</b></p> <p>At the request of consignee, the AM will spot inbound carload shipments at any site it serves within the switching limits of the billed destination at no additional charge. This service will only apply when requests are received by this railroad prior to spotting at the original billed unloading site.</p>  |
| <p><b>ITEM 108</b><br/>[I]</p> <p style="text-align: center;"><b>DIMENSIONAL SHIPMENTS AND SHIPMENTS EXCEEDING MAXIMUM GROSS WEIGHT ON RAIL</b></p> <p>The AM will not accept in interchange shipments of excessive nor shipments exceeding 286,000 lbs. maximum gross weight on rail (car and lading) unless prior arrangements have been made with the AM.</p> <p>A charge of \$510.00 per car will be assessed to delivering carrier for the return and/or setback of such cars interchanged to the AM.</p>   | <p><b>ITEM 157</b><br/>[I]</p> <p style="text-align: center;"><b>CARS RELEASED AND SUBSEQUENTLY RETURNED TO INDUSTRY</b></p> <p>When on shipper's orders, cars that have been released and pulled by this railroad are returned to industry, charge of \$335.00 per car will be assessed for the return of such cars. Demurrage charges will continue to apply until cars are released.</p>  |
| <p><b>ITEM 110</b></p> <p style="text-align: center;"><b>CLAIMS, LOSS OR DAMAGE</b></p> <p>Claims for loss, damage, injury or delay to property transported or accepted for transportation will be processed according to the regulations set forth in 49 CFR Part 1005. Minimum Claim - \$250.00.</p>   | <p><b>ITEM 162</b><br/>[I]</p> <p style="text-align: center;"><b>RE-SPOTTING (SET-BACK) CHARGE</b></p> <p>When customer requests a specific car for loading and unloading which requires this railroad to remove and re-spot (set-back) cars that have been previously placed for loading or unloading in order to accommodate customer's request, customer will be assessed a charge of \$382.00 per car on those cars removed and re-spotted (set-back). Demurrage charges will continue to apply until cars are released.</p> |
|  | <p><b>ITEM 165</b><br/>[I]</p> <p style="text-align: center;"><b>REPOSITIONING CARS TO EFFECT CUSTOMER REQUEST</b></p> <p>When a customer requests delivery of a specific car(s) received by this railroad which requires this railroad to sort and reposition other cars to effect customer's request, a charge of \$382.00 per car, per occurrence, will be assessed against customer making the request.</p>  |
|  | <p><b>ITEM 167</b><br/>[I]</p> <p style="text-align: center;"><b>REPOSITIONING CARS OF ONE CUSTOMER IN ORDER TO SERVE ANOTHER CUSTOMER</b></p> <p>When this railroad has to reposition cars of one customer (cars held by this railroad due to customer not being able to accept cars) in order to deliver or pull cars for another customer, the customer for whom this railroad is holding cars that have to be repositioned will be assessed a charge of \$335.00 per car, per occurrence.</p>                                |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>   |  |

**FT ART 8000-B**

| SECTION 2<br>SWITCHING RULES AND CHARGES   |                  |                            |
|--|------------------|----------------------------|
| <b>ITEM 200</b><br>[I]<br><b>INTERCHANGE / RECIPROCAL SWITCHING</b><br><br>The ART will perform switching between Industries located on the ART and interchanged with the CN and CSXT set forth below at charges indicated:<br><br><b>PART A</b><br>East Morris, IL Interchange with CN    |                  |                            |
| <b>INDUSTRY</b>  | <b>COMMODITY</b> | <b>CHARGE</b><br>(Per Car) |
| All Industries   | All Commodities  | \$250.00                   |
| <b>PART B</b><br>Morris, IL Interchange with CSXT  |                  |                            |
| <b>INDUSTRY</b>  | <b>COMMODITY</b> | <b>CHARGE</b><br>(Per Car) |
| All Industries   | All Commodities  | \$250.00                   |
| <b>ITEM 205</b><br><br><b>DEFINITION OF INTRA-PLANT SWITCHING</b><br><br>A switching movement from one location to another within the confines of an industry located on the ART.  |                  |                            |
| <b>ITEM 210</b><br><br><b>DEFINITION OF INTRA-TERMINAL SWITCHING</b><br><br>A switching movement (other than Intra-plant) from one location to another on the ART within the switching limits of one station or industrial switching district.   |                  |                            |
| <b>ITEM 215</b><br><br><b>INTRA-PLANT SWITCHING CHARGE</b><br><br>The ART will perform intra-plant switching at a charge of \$175.00 per car.  |                  |                            |
| <b>ITEM 220</b><br><br><b>INTRA-TERMINAL SWITCHING CHARGE</b><br><br>The ART will perform intra-terminal switching at the following charges:<br><br>(a) When in Shipper Owned or Leased Equipment - \$250.00 per car.<br><br>(b) When in other than Shippers Equipment - \$350.00 per car. |                  |                            |

| SECTION 2<br>SWITCHING RULES AND CHARGES  |  |  |
|---|--|--|
| <b>ITEM 225</b><br><br><b>SWITCHING FROM PRIVATE SIDE TRACKS TO HOLD TRACKS</b><br><br>The intra-terminal switching charge in Item 220 also applies on cars when billed to hold or moved to a storage track.  |  |  |
| <b>ITEM 230</b><br><br><b>SPECIAL SWITCHING SERVICE:<br/>EXCESS DIMENSIONS OR WEIGHT</b><br><br>When handling excess dimension cars (which exceed Plate F), cars cannot be handled in regular train service. When special switching is handled due to excess dimensions, an additional charge for special handling will be \$1,200 per car.<br><br>When ART is delivered a car in excess of 286,000 lbs., delivering carrier will be assessed \$400.00 per car for the return and/or set back of such cars delivered to ART.  |  |  |
| <b>ITEM 235</b><br>[I]<br><br><b>SPECIAL SWITCHING SERVICE:<br/>OTHER THAN NORMAL SERVICE</b><br><br>Special switching service is movement other than normal service at the specific request of the shipper or consignee, or as may be required due to other conditions not permitted in normal operations.<br><br><b>MONDAY-SATURDAY:</b> The charge for special switching service will be a minimum of \$1,000.00 for the first four (4) hours, plus \$250.00 for each additional hour or fraction thereof, but not exceeding eight (8) hours per occurrence. These charges will be in addition to all other charges associated with the movement. The time for the purpose of these charges is to be calculated from the time the crew goes on duty until the crew goes off duty.<br><br>The railroad reserves the right to restrict or modify any requests for special service. |  |  |
| <b>ITEM 240</b><br><br><b>SWITCHING OF LOCOMOTIVES ON OWN WHEELS,<br/>BUT NOT UNDER OWN POWER</b><br><br>Locomotives moving on own wheels, but not under own power, when moved from one location to another location within the same switching district, will be assessed a charge of \$1200.00. If the locomotive is moved for turning, the charge will be applied in each direction.  |  |  |

For explanation of terms, abbreviations and reference marks, see last page of tariff.

**FT ART 8000-B**

| <p align="center"><b>SECTION 2<br/>SWITCHING RULES AND CHARGES</b></p>   | <p align="center"><b>SECTION 3<br/>DEMURAGE RULES AND CHARGES</b></p>  |
|--|--|
| <p><b>ITEM 245</b></p> <p align="center"><b>SPECIAL SWITCHING SERVICE:<br/>EXPLOSIVES, INHALATION HAZARD COMMODITIES<br/>AND CRUDE OIL BY RAIL</b></p> <p>Shipments of Hazardous materials will not be accepted by ART unless previous arrangements have been made with ART. This includes any shipments of Class A, B or C explosives, as named in Section 172.101 of Hazardous Materials Table of Tariff BOE 6000 Series, and hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in the Tariff BOE 6000 Series, while any such substance is on the ART premises.</p> <p>On shipment of any hazardous material to ART, customer shall indemnify ART and hold ART harmless for any loss, liability or cost whatsoever that ART may incur or be held responsible for to the extent such liability is due, or arises from: (a) defects in or failure of shipper's equipment, (b) failure of shipper or shipper's agent to conduct proper or appropriate pre-shipment inspection of cars as described in 49 CFR Sec. 173.31 (d), or (c) misidentification of commodity shipped.</p> <p>This indemnification will not apply for any loss or damage caused by or due to ART's failure to conduct pre departure inspections as described in 49 CFR Sec. 174.9 or failure to follow AAR interchange rules, or any other liability resulting from ART's negligence.</p> <p>When special switching for explosives, inhalation hazard commodities or crude oil by rail per Item 40 are constructively placed on ART tracks, cars will be subject to charges immediately without any applicable free time.</p> <p>Immediately upon notification of constructive placement, the charge will be \$600.00 for the first 24 hours or portion thereof.</p> <p>Charges will increase to \$1,200.00 per day, or portion thereof, for each day thereafter until space is made available.</p> | <p><b>ITEM 300</b></p> <p align="center"><b>GENERAL APPLICATION</b></p> <p>The rules and charges contained in this section apply at points on the ART for international, interstate and intrastate traffic.</p> <p>The charges apply on railroad owner or leased cars and on private (non-railroad) owned or leased cars, empty or loaded.</p> <p><b>EXCEPTION</b> – The provisions of this section are not applicable to private owned or leased cars held on industry owned or leased tracks where the ownership or lease of the cars and the track are the same.</p>  |
| <p><b>ITEM 110</b></p> <p align="center"><b>CLAIMS, LOSS OR DAMAGE</b></p> <p>Claims for loss, damage, injury or delay to property transported or accepted for transportation will be processed according to the regulations set forth in 49 CFR Part 1005. Minimum Claim - \$250.00.</p>  | <p><b>ITEM 305</b></p> <p align="center"><b>DEMURRAGE LIABILITY</b></p> <p>Any person or entity receiving rail cars from this railroad for loading or unloading who detains the cars beyond the period of free time set forth herein will be held liable for any applicable demurrage if the ART has provided that person or entity with actual notice of this tariff for the demurrage rules and charges contained herein providing for such liability prior to the placement of rail cars. The notice shall be in written or electronic form.</p> <p><b>ITEM 310</b></p> <p align="center"><b>HOLIDAYS</b></p> <p>Wherever reference is made to "holidays", it shall mean shall mean only the days listed below:</p> <p>New Year's Day – January 1 (See Note).<br/>         Good Friday<br/>         Memorial Day – Last Monday of May.<br/>         Independence Day – July 4 (See Note).<br/>         Labor Day – First Monday of September.<br/>         Thanksgiving Day – Fourth Thursday of November.<br/>         Christmas Day – December 25 (See Note)</p> <p>NOTE: When this day occurs on a Sunday, the following Monday will be observed as the holiday.</p> <p><b>ITEM 320</b></p> <p align="center"><b>ACTUAL PLACEMENT</b></p> <p>Actual placement is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by the consignor or consignee. Railroad will not issue actual placement notices.</p> |
| <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>   |  |

**FT ART 8000-B**

| <p align="center"><b>SECTION 3<br/>DEMURAGE RULES AND CHARGES</b></p>  | <p align="center"><b>SECTION 3<br/>DEMURAGE RULES AND CHARGES</b></p>  |
|--|--|
| <p><b>ITEM 325</b></p> <p align="center"><b>CONSTRUCTIVE PLACEMENT</b></p> <p>Constructive placement is when a car consigned or ordered to a private track, or an, other-than-public delivery track cannot be actually placed because of a condition attributable to the consignor or consignee, such car will be held at destination, or if it cannot reasonably be accommodated there, at an available hold point. However, if car is placed on the private track, industrial interchange track or other-than-public-delivery track serving the consignor or consignee, the car shall be considered constructively placed without notice.</p>  | <p><b>ITEM 350</b></p> <p align="center"><b>DEMURRAGE</b></p> <p>On cars subject to demurrage charges after expiration of free time allowed (See Item 340, this tariff), the following charge per car, per day, or fraction of a day, will be made until the car is released:</p> <p align="center">\$100.00 per day</p> <p>Charges will accrue on all Saturdays, Sundays and holidays subsequent to the first chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the first chargeable day begins to run (See Exceptions:</p> <p><b>EXCEPTIONS:</b></p> <ol style="list-style-type: none"> <li>1. Demurrage charges will <b>NOT</b> apply on Privately - owned or leased cars placed on private tracks.</li> <li>2. Privately-owned or leased cars for delivery to private tracks for loading or unloading which are first held on railroad tracks under constructive placement will be subject to the above demurrage charges after expiration of 48 hours free time until such time cars are placed on private tracks.</li> </ol> <p>Note: All applicable switching charges will apply for cars subject to this item.</p> <p>Demurrage charges will be the responsibility of the person or entity that detains cars beyond the allotted free time allowed until released and available for movement.</p> |
| <p><b>ITEM 330</b></p> <p align="center"><b>NOTIFICATION</b></p> <p>Notification by ART of arrival of cars will be:</p> <ol style="list-style-type: none"> <li>A. In writing by fax to ART.</li> <li>B. Electronically</li> </ol> <p>Release of loaded cars by industry to ART must be made electronically by EDI, including bill of lading entry or receipt by CN or CSX.</p> <p>Appropriate records will be maintained by ART and industry.</p>  | <p><b>ITEM 355</b></p> <p align="center"><b>EXCEPTIONS TO DEMURRAGE CHARGES</b></p> <p>The following situations due to no fault of the ART or industry will not be subject to charges. Claims for relief of demurrage rules and charges due to these causes should be made in writing to ART within 30 days of such cause:</p> <ol style="list-style-type: none"> <li>(A) Strike at plant or industry served by ART which prevents loading or unloading. However, cars held because of strikes will be subject to detention charges of \$50.00 per car per day for all days including weekends and holidays with no Free Days allowed.</li> <li>(B) Acts of God (floods, hurricanes, earthquakes) including weather interference that prevents loading or unloading.</li> </ol>  |
| <p><b>ITEM 340</b></p> <p align="center"><b>FREE TIME</b></p> <p>Free time for each car will be:</p> <p>Loading - 1 Day (24 hours)</p> <p>Unloading - 2 Days (48 hours)</p> <p>Note 1 - Time will be computed from actual or constructive placement starting at 0700 of each day.</p> <p>Note 2 - No charge will be made for weekends or holidays prior to the first chargeable day.</p> <p>Note 3 - All applicable switching charges will apply for the cars subject to this item.</p> <p>Note 4. The applicable charges will accrue on all Saturdays, Sundays or Holidays (See Item 310) subsequent to the first chargeable day, including a Saturday, Sunday or Holiday immediately following the day on which the first charges begin to accrue.</p> | <p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>   |

**FT ART 8000-B**

| <p align="center"><b>SECTION 3<br/>DEMURRAGE RULES AND CHARGES</b></p>   | <p align="center"><b>EXPLANATION OF ABBREVIATIONS AND REFERENCE<br/>MARKS</b></p>  |
|--|--|
| <p><b>ITEM 360</b></p> <p align="center"><b>GLOSSARY OF TERMS</b></p> <p>For the purpose of applying demurrage rules and charges provided in this tariff, the following shall govern.</p>  | <p><b>ITEM 9999</b></p> <p>AAR - Association of American Railroad<br/> ART - A&amp;R Terminal Railroad<br/> BOE - Bureau of Explosives<br/> CN - Canadian National Railways<br/> CSXT - CSX Transportation<br/> FRA - Federal Railroad Administration<br/> OPSL - Open Railroad Station List<br/> STCC - Standard Transportation Commodity Code<br/> UFC - Uniform Freight Classification<br/> HDF - Highway Diesel Fuel<br/> &amp; - And<br/> \$ - U.S. Dollars</p> |
| <p align="center"><b>PRIVATE TRACK</b></p> <p>A private track is:</p> <ol style="list-style-type: none"> <li>1. A track outside of ART's right-of-way, yard and terminals, and of which ART does not own either rails, ties, roadbed or right-of-way. The track may be used jointly by two or more parties when written notice has been furnished to ART by the owner of the track prior to such joint use; or</li> <li>2. A track or portion thereof owned or operated by ART that is leased for the purpose of the storage of railcars of Lessee. The joint use of a lease track by each or two or more parties must have written consent from ART prior to such joint use.</li> </ol> |  |
| <p align="center"><b>RAILROAD-CONTROLLED CARS</b></p> <p>A railroad-controlled car is a car provided to ART directly, by car companies or others, for indiscriminate use of ART in servicing any of its customers.</p>   |  |
| <p align="center"><b>PRIVATE CAR</b></p> <p>A private car is a car bearing other than railroad reporting marks and which is not a railroad controlled car.</p>   |  |
| <p align="center"><b>CONSIGNOR</b></p> <p>The party in whose name cars are ordered and/or the party who furnishes ART forwarding directions. For the purpose of this tariff, Consignor includes any person receiving railcars from this railroad for loading as more specifically provided for in 49 CFR 1333.</p>   |  |
| <p align="center"><b>CONSIGNEE</b></p> <p>The party to whom a shipment is consigned and/or the party entitled to receive the shipment. For the purpose of this tariff, Consignee includes any person receiving railcars from this railroad for unloading as more specifically provided for in 49 CFR 1333.</p>   |  |