THE ALTON & SOUTHERN RAILWAY COMPANY

TARIFF ALS 8002-O

(Cancels Tariff ALS 8002-N)

RATES, RULES AND REGULATIONS GOVERNING SWITCHING AND OTHER TERMINAL CHARGES EXCEPT DEMURRAGE AND STORAGE

TO, FROM, AND BETWEEN ALL POINTS ON THE ALTON & SOUTHERN

SWITCHING AND TERMINAL TARIFF

Governed, except as otherwise provided herein, by Uniform Freight Classification 6000-Series and OPSL 6000-Series

TABLE OF CONTENTS

GENERAL RULES	S AND GOVERNING PROVISIONS	Page	4
ITEM 10	LIST OF INDUSTRIES AND PUBLIC DELIVERY YARDS		4
ITEM 15	LIST OF RAILROADS WITH WHICH THE ALS HAS CONNECTION IN ILLINOIS		5
ITEM 20	LIST OF RAILROADS WITH WHICH THE ALS HAS CONNECTION IN MISSOU	RI	5
ITEM 25	ALS SWITCHING LIMITS		5
ITEM 30	REFERENCES TO TARIFFS, ITEMS, NOTES, RULES, ETC		5
ITEM 35	DEMURRAGE AND STORAGE RULES AND CHARGES		5
ITEM 40	CONSECUTIVE NUMBERS		6
ITEM 45	MARKED CAPACITIES, LENGTHS, DIMENSIONS AND CUBICAL CAPACITIES		6
ITEM 50	METHOD OF CANCELLING ITEMS		6
ITEM 55	DEFINITION OF SWITCHING SERVICES		6
ITEM 60	CHANGES IN OR ADDITION OF FIRMS OR INDUSTIRES		6
ITEM 65	SHIPMENTS OF EXPLOSIVES, RRSM, OR OTHER DANGEROUS ARTICLES		7
ITEM 70	PERISHABLE FREIGHT – PROTECTIVE SERVICE		7
ITEM 75	LOADING AND UNLOADING CARLOAD FREIGHT		7
ITEM 80	ACCEPTANCE OF CARS		7
ITEM 85	COLLECTION OF CHARGES AND ACCOMPLISHING SURRENDER OF BOL		8
ITEM 90	CUSTOMER FINANCIAL RESPONSIBILITIES		9
ITEM 95	VOLUME DISCOUNTS		9
ITEM 100	UNIT TRAIN DEFINITION		10
ITEM 105	SHUTTLE TRAIN DEFINITION		10
ITEM 110	DOUBLE LOADS		10
ITEM 115	CHARGES FOR ARTICULATED CARS		10
ITEM 120	LIST OF SPECIAL EQUIPMENT IN CROSS-TOWN SWITCHING MOVEMENT		11
ITEM 125	RATES TO/FROM SWITCHES, INDUSTRIES OR POINTS NOT SPECIFIED		12
ITEM 130	RESPONSIBILITY FOR SWITCH CHARGES		12
ITEM 135	OVERHEAD TRAINS		12
TERMINAL CHA	RGES		13
ITEM 150	CHARGES ON CARS DELAYED DUE TO OUTBOUND CARRIER		13
ITEM 155	BLOCKING CHARGES		13
ITEM 160	CREW HAULING SERVICE		13
ITEM 180	CLOSING DOORS		13
ITEM 185	TRACKAGE TRAIN SERVICE		14
ITEM 190	PULLER SERVICE		14
ITEM 195	EMPTY CARS REJECTED ACCOUNT UNFIT OR UNSUITABLE FOR LOADING		14
ITEM 200	CARS ORDERED AND NOT USED		14
ITEM 205	FAILURE TO DELIVER LOAD		14
ITEM 210	SPECIAL SWITCH SERVICE		15
ITEM 220	DIVERSION OR RECONSIGNMENT		15

ISSUED BY
ALTON & SOUTHERN RAILWAY
1000 South 22nd Street
East St. Louis, IL 62207-1943

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TARIFF ALS 8002-O

Page **3** of **19**

TABLE OF CONTENTS (continued)

ITEM 225	NON-ACCIDENT RELEASE (NAR) OF HAZARDOUS MATERIAL	15	
ITEM 230	DEPARTMENT OF TRANSPORTATION (DOT) EXCEPTIONS	16	
ITEM 235	RAILCAR CONTAMINATION SURCHARGES	16	
SWITCH RATES		18	
ITEM 300-350	CARS SWITCHED BETWEEN TWO CONNECTING CARRIERS	18	
ITEM 400-450	CARS SWITCHED BETWEEN CONNECTING CARRIERS & RIVER, EAST ST. LOUS,	18	
	OR WASHINGTON PARK INDUSTRY ZONES		
ITEM 500-550	CARS SWITCHED BETWEEN CONNECTING CARRIERS & NORTH INDUSTRY ZONE	18	
ITEM 600-640	INTRA-PLANT & INTRA-TERMINAL SWITCHING	18	
EXPLANATION	OF ABBREVIATIONS	19	

GENERAL RULES AND GOVERNING PROVISIONS

ITEM 10 LIST OF INDUSTRIES AND PUBLIC DELIVERY YARDS TO AND FROM WHICH RATES APPLY AND CORRESPONDING INDUSTRY ZONE

INDUSTRY OR PUBLIC YARD	PHYSICAL ADDRESS SERVED	CITY, STATE	Certified Unit Train Facility
RIVER ZONE			
Cahokia Grain (Consolidated Grain & Barge)	3 Cargill Elevator Road	Cahokia, IL	Yes
Center Ethanol	231 Monsanto Avenue	Sauget, IL	No
Gateway Terminals, LLC	4 Pitzman Road	Sauget, IL	Yes
Gavilon Fertilizer	10 Pitzman Road	Sauget, IL	Yes
Louis Dreyfus Company River Elevator, LLC	46 Cargill Elevator Road	Cahokia, IL	Yes
Cofco Growmark LLC	185 American Grain Street	Cahokia, IL	Yes
Solutia	500 Monsanto Avenue	Sauget, IL	No
EAST ST. LOUIS ZONE			
Centreville Auto Yard	901 Mousette Lane	Centreville, IL	No
Musket	3900 Bond Avenue	East St. Louis, IL	No
Gateway Co-Packing	901 Kingshighway	Washington Park, IL	No
Metro East Industries	3126 Missouri Avenue	East St. Louis, IL	No
Progress Rail Services	3901 Missouri Avenue	East St. Louis, IL	No
Solvay Fluorides	3500 Missouri Avenue	East St. Louis, IL	No
WASHINGTON PARK ZONE			
Chemtrade Logistics	2500 Kingshighway	East St. Louis, IL	No
Petra Chemical	6400 Collinsville Road	East St. Louis, IL	No
NORTH ZONE			
Beelman River & Rail	2915 Old Nickel Plate Road	Madison, IL	No
BlueLinx	122 East Chain of Rocks Road	Granite City, IL	No

ITEM 15 LIST OF RAILROADS WITH WHICH THE ALS HAS CONNECTION IN ILLINOIS

BNSF Mitchell, IL (unit trains only), Madison, IL via TRRA (all other traffic)

CN East St. Louis, IL (unit trains only), Madison, IL via TRRA (all other traffic)

CSXT East St. Louis, IL and Washington Park, IL

KCS East St. Louis, IL (note: some traffic via TRRA)

NS East St. Louis, IL, Granite City, IL, and Mitchell, IL (note: some local traffic via TRRA)

TRRA East St. Louis, IL, Madison, IL, and Sauget, IL

UP East St. Louis, IL, Madison, IL, Mitchell, IL, and Valley Jct, IL

ITEM 20 LIST OF RAILROADS WITH WHICH THE ALS HAS CONNECTION IN MISSOURI

UP St. Louis, MO

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ITEM 25 ALS SWITCHING LIMITS – EAST ST. LOUIS, IL

Entire line within Switching Limits, which runs from Mississippi River at Cahokia, IL to Mitchell, IL.

ITEM 30 REFERENCES TO TARIFFS, ITEMS, NOTES, RULES, ETC

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 & reissues of such items, notes, & rules.

ITEM 35 DEMURRAGE AND STORAGE RULES AND CHARGES

All cars handled by the ALS will be subject to the current rules and charges named in Tariff ALS 6004.

ITEM 40 CONSECUTIVE NUMBERS

Where the first and last numbers connected by the word "to" or a hyphen represents consecutive numbers in this tariff, they will be understood to include both the numbers shown.

ITEM 45 MARKED CAPACITIES, LENGTHS, DIMENSIONS AND CUBICAL CAPACITIES OF CARS

For marked capacities, lengths, dimensions and cubical capacities of cars see The Official Railway Equipment Register, R.E.R. Publishing Corporation, Agent.

ITEM 50 METHOD OF CANCELLING ITEMS

As this tariff is supplemented, numbered items with letter suffixes cancel corresponding numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A. Example: Item 20-A cancels Item 20, and Item 60-B cancels item 60-A in a prior supplement, which, in turn, cancelled Item 60.

ITEM 55 DEFINITION OF SWITCHING SERVICES

- 1. INTERMEDIATE SWITCHING A movement between interchange tracks of one carrier and the interchange tracks of another carrier.
- INTER-TERMINAL SWTICHING A movement from a track of one carrier to a track of another carrier, or between a track, industry or firm on the ALS and a track, industry or firm on a connecting carrier, when such tracks are within the limits of the same station or industrial switching district.
- 3. INTRA-TERMINAL SWITCHING A movement (other than Intra-Plant switching), from a track, industry or firm to another track, industry or firm on the same carrier within the switching limits of one station or industry zone.
- 4. INTRA-PLANT SWITCHING A movement from one track to another, or between two points on the same track, within the confines of the same plant or industry made without leaving the tracks of the industry.

ITEM 60 CHANGES IN OR ADDITION OF FIRMS OR INDUSTRIES

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Switching charges shown in this tariff apply to the physical locations or plant sites and are not affected by name changes or ownership changes of the occupants or property.

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ITEM 65 SHIPMENTS OF EXPLOSIVES, RSSM, OR OTHER DANGEROUS ARTICLES

- 1. The transportation of explosives or dangerous articles is subject to regulations published in Tariff BOE 6000-Series.
- 2. A railcar containing more than 2,268 kg (5,000 lbs) of a Division 1.1, 1.2 or 1.3 (explosive) material as listed and defined in Section 173.50 to 173.68 Part 173 of Tariff ICC BOE 6000 Series.
- 3. A tank car containing a material poisonous by inhalation as defined in 49 CFR (Code of Federal Regulations) 171.8, including anhydrous ammonia, Division 2.3 gases poisonous by inhalation as set forth in 49 CFR 173.115(c), and Division 6.1 liquids meeting the defining criteria in 49 CFR 173.132(a)(1)(iii) and assigned to hazard zone A or hazard zone B in accordance with 49 CFR 173.133(a), excluding residue quantities of these materials; and
- 4. A rail car containing a highway route-controlled quantity of Class 7 (radioactive) material, as defined in 49 CFR 173.403.

Note: Switching Carrier performing intermediate switching service on all Rail Security Sensitive Material (RSSM – PIH/TIH) shipments will be subject to a per car charge. Switching charge will be assessed to the delivering carrier or inbound road haul carrier.

ITEM 70 PERISHABLE FREIGHT – PROTECTIVE SERVICE

The ALS does not provide protective service. Perishable freight moving under protective service will be accepted with the understanding that protective service is not provided by the ALS and the ALS accepts no liability for any loss or damage resulting from failure of such protective service unless arrangements for such protective service is made in advance with the ALS. Any such arrangements will be subject to the special service charges outlined in ITEM 210.

ITEM 75 LOADING AND UNLOADING CARLOAD FREIGHT

All freight traffic taking carload rates must be loaded by shipper and unloaded by consignee, and such as may be required, must be safely blocked and/or braced by shipper at their expense.

ITEM 80 ACCEPTANCE OF CARS

As track facilities are limited, the ALS reserves the right to regulate the acceptance of cars in accordance with its ability and the ability of the shippers to load and consignees to unload.

ITEM 85 COLLECTION OF CHARGES AND ACCOMPLISHING SURRENDER OF BILL OF LADING

RULE 1: As connecting lines will not protect freight or other charges on cars billed for delivery from their tracks within the switching limits of East St. Louis, IL or St. Louis, MO, the ALS reserves the right to hold such cars at any point on its rails subject to demurrage, and storage rules and charges named in ALS Tariff 6004, until all charges including demurrage and storage charges, which may have accrued while cars were so held, are paid.

RULE 2: On Trans-Mississippi River traffic, "Shipper's Order" cars will not be accepted from any connecting line when for delivery on the tracks of connecting lines within the switching limits of East St. Louis, IL or St. Louis, MO unless prior arrangement has been made, for the acceptance of car and protection of bill of lading, by the line on whose rails car is to be delivered, except that shipments billed "in bond" will be accepted regardless of destination.

RULE 3: Traffic having both origin and destination within the switching limits of East St. Louis, IL or St. Louis, MO will not be accepted billed to "Shipper's Order".

RULE 4: On switch traffic loaded on or reconsigned from points on the rails of the ALS to points on connecting lines within the switching limits of East St. Louis, IL or St. Louis, MO, all charges, including deliveries lines' switching and intermediate switching, if any, must be prepaid or authorized in full.

RULE 5: On Trans-Mississippi River traffic from connecting lines destined to points on connecting lines within the switching limits of East St. Louis, IL or St. Louis, MO, the switching charges of delivering line and intermediate line, if any, must be authorized on the billing.

RULE 6: WHEN FOR DELIVERY ON THE RAILS OF THE ALS:

- (a) The ALS will accept cars carrying freight or other charges or billed "Shipper's Order" when handled in switch service, i.e., when not handled across the Mississippi River by the ALS, except that cars are billed "Shipper's Order" when "in bond" will be accepted.
- (b) The ALS switching charges must be prepaid in full on all "Switch Traffic" from connecting lines.

EXPLANATION OF NOTE

When cars are held under this rule, notice that the car is so held will be sent to the consignee and to the agent of the switching carrier on whose rails cars are to be delivered.

ITEM 90 CUSTOMER FINANCIAL RESPONSIBILITIES

The ALS reserves the right to require a security deposit to ensure payment of demurrage, storage, freight, or any other accessorial charges that may accrue from every customer who:

- 1. Does not have credit with the Alton & Southern Railway (as determined by ALS) or
- 2. Fails to pay demurrage, storage, freight, or any other accessorial charges in line with the provisions of ALS Tariff 8002-Series or ALS Tariff 6004-Series.

Any required security deposit must be paid in cash, certified check, cashier's check or money order before any freight car is delivered to such customer for loading or unloading. Security deposit amount will be determined by the ALS.

If a bill is not paid when due, the ALS may immediately satisfy the bill by drawing against the security. Thereafter, the customer must immediately reinstate the required deposit.

Whether or not demand should be made upon a delinquent customer for the deposit or maintenance of security for reasons heretofore stated, and whether or not the customer complies, refuses or fails to so deposit or maintain the security, if customer is a the subject of congestion for the ALS, as determined by the ALS, the ALS reserves the right to issue an embargo against all rail transportation by ALS to and from the customer, so long as congestion exists or otherwise continues. In short, the ALS may issue and maintain the embargo while the congestion exists, irrespective of customer compliance with the security deposit provisions of this item.

Because deposits are established due to delinquencies or non-payment of charges, no interest will be paid by the ALS on any security deposit held. It is within the discretion of the ALS to determine when issues of delinquency have been resolved and when the customer is no longer required to maintain a security deposit. Should rail service to the customer no longer be required, the security on deposit will be released and returned, upon satisfaction of all outstanding bills.

Enforcement of Charges: The ALS reserves the right, at its sole discretion, to withhold delivery of railcars to a customer when a customer's account is in arrears, and to deny all services to that customer until all outstanding delinquent charges have been paid.

ITEM 95 VOLUME DISCOUNTS

Volume rates based on the number of cars apply only on cars tendered to the ALS at one time in a preblocked unit from one consignor at origin and delivered at one time to one consignee at destination.

ITEM 100 UNIT TRAIN DEFINITION

Unit trains are defined as follows, and must meet all five (5) criteria to receive the unit train rate:

- 1. Unit train shipments must be tendered to the ALS on a single Bill-of-Lading
- 2. Unit train must consist of 50 or more cars.
- 3. Foreign carrier's locomotives must remain with the train.
- 4. Unit train must originate at or be destined to an ALS certified unit train facility as determined by the ALS.
- 5. Entire unit train must be delivered to customer and returned to the ALS intact.

ITEM 105 SHUTTLE TRAIN DEFINITION

Shuttle trains are defined as follows, and must meet all four (4) criteria to receive the shuttle train rate:

- 1. Shuttle train shipments must be tendered to the ALS on a single Bill-of-Lading
- 2. Shuttle train must consist of 50 or more cars.
- 3. Shuttle train must originate at or be destined to an ALS certified unit train facility as determined by the ALS.
- 4. Entire unit train must be delivered to customer and returned to the ALS intact.

ITEM 110 DOUBLE LOADS

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Articles which require two or more railcars for transport will be charged at the actual per car tariff rate. There will be no charge for trailers supplied by the ALS for their own protection due to shifted loads.

ITEM 115 CHARGES FOR ARTICULATED CARS

When in connection with the ALS, and unless otherwise provided, on movements of articulated cars (two or more platforms permanently or temporarily joined together), the switching charge published in this tariff will apply separately to each platform of the articulated equipment.

ITEM 120 LIST OF SPECIAL EQUIPMENT IN CROSS-TOWN SWITCHING MOVEMENT

Switching rates or charges named in this tariff apply only to shipments, which are loaded in or on ordinary equipment, viz.:

- a) Box cars not exceeding 52 feet in length, inside measurement, except will not apply on box cars of any length which are cushioned underframe, insulated or equipped with any type of loading devices or XF cars.
- b) Flat cars not exceeding 54 feet in length and having marked capacity not greater than 180,000 lbs.; except will not apply on flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods, or other appurtenances extending above the deck of the car, nor on special type flat cars with mechanical designations "FD", "FG", "FW", or "FM" as listed under the heading of Heavy Capacity and Special Type Flat Cars in Tariff RER 6414-Series or reissues.
- c) Gondola cars having marked capacity not greater than 180,000 lbs; but include gondola cars of any length equipped with covers, hoods, containers or cradle floors.
- d) Open-top hopper cars not exceeding 60 feet in length, inside measurement, or having marked capacity not exceeding 180,000 lbs.
- e) Cars of other types or sizes owned or leased by shipper or consignee.

When shipments are loaded in cars of other types, the rate or charge to apply will be the rate or charge published in this tariff for application to shipments loaded in ordinary equipment, as described in paragraph(s) a) thru e) of this item plus **\$296** per car. (The provisions of this paragraph will not apply to shipments of Coal, Coke (the direct products of Coal) or Iron Ore.) On joint line movements the above charge will be assessed only once regardless of the number of carriers used.

Ordinary equipment, with an AAR Car Type of A603, A606, A806 or A836, will be charged at a higher rate. This includes, but is not limited to, long cars with type E68 couplers, typically used for loading autos and auto parts.

Ordinary equipment, which is equipped with refrigeration, ventilation or car heater service will be charged at a higher rate.

EXCEPTIONS:

Those provisions will not apply to a movement of a car from one location to another to complete loading for immediate outbound road-haul movement under a line-haul rate, or from one location to another to complete unloading of a car that has just terminated an inbound road-haul movement under a line-haul rate, providing billing of the switch movement contains a notation by the shipper connecting the switch movement with the immediately prior or subsequent line-haul movement.

The provisions of this paragraph will not apply when ordinary equipment is ordered and other than ordinary equipment is furnished at carrier's convenience.

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1000 South 22nd Street
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ITEM 125 RATES TO/FROM SWITCHES, INDUSTRIES OR DELIVERY POINTS NOT SPECIFIED

Rates to or from switches, industries, or delivery points not specified in this tariff but are located within the switching limits of the ALS will be the same as those applying to or from the nearest point specified.

ITEM 130 RESPONSIBILITY FOR SWITCH CHARGES

All intermediate switch charges will be the responsibility of the last road-haul carrier in route. When ALS is used as an intermediate carrier to forward traffic originating within the East St Louis, IL or St Louis, MO switching limits, the delivering carrier will be responsible for the switch charges.

All received reciprocal switch charges will be the responsibility of the last road-haul carrier in the route prior to delivery to the ALS for customer placement, or delivering carrier in lieu of road-haul carrier.

All forward reciprocal switch charges will be the responsibility of the first road-haul carrier in the ALS customer's billing route following release. Forward charges will be the responsibility of the shipper in the event the traffic terminates within the East St Louis, IL or St Louis, MO switching limits.

Except as otherwise provided, when interchange between ALS and the road-haul carrier is effected by an intermediate carrier, applicable tariff charges assessed by the intermediate carrier for the movement will be in addition to the ALS switch charge and subject to ALS re-charge to the road-haul carrier.

ITEM 135 OVERHEAD TRAIN

An overhead train is defined as a group of cars, moving together with their own power, to be switched between the interchange tracks of one carrier to the interchange tracks of another carrier, with no changes made to the consist of the train.

TERMINAL CHARGES

ITEM 150 CHARGES ON CARS DELAYED ON ALTON & SOUTHERN RAILWAY PROPERTY DUE TO OUTBOUND CARRIER'S FAILURE TO HANDLE

Cars loaded or empty moving outbound to any carrier which have been pulled to outbound tracks will be subject to delay charges outlined herein if cars remain on the ALS in excess of 8 hours from the scheduled departure of carrier's outbound train (see note).

The outbound carrier will be assessed a charge of \$264 per car for all cars that remain on the ALS in excess of 8 hours from scheduled departure time due to the failure of the outbound carrier to handle from the ALS. An additional charge of \$264 per car will be assessed to the outbound carrier every 24 hours from original scheduled departure for which the same cars continue to remain on ALS.

NOTE: The scheduled departure times will be published & maintained within the Interline Service Agreement documents. When a train is not available for delivery to outbound carrier by scheduled delivery time, the delay delivery charge will be assessed to outbound carrier 8 hours from notification time train is ready. In the event of non-scheduled traffic, delay charges will be assessed to outbound carrier 8 hours after notification of traffic being ready for departure.

ITEM 155 BLOCKING CHARGES

With the concurrence of the ALS Superintendent of Transportation, carload blocking services may be secured for a charge of **\$44** per car and will be assessed against all intermediate and forward reciprocal switch traffic delivered to the road requesting the blocking services.

ITEM 160 CREW HAULING SERVICE

With the concurrence of the ALS Superintendent of Transportation, where contractual arrangements and physical accessibility permit, the ALS will provide crew hauling services as agent for the carrier requesting the service at a charge of **\$224** per trip. The carrier requesting this service will be solely responsible for and shall defend, indemnify, and hold harmless ALS against all damages resulting from the provision of this service by ALS.

ITEM 180 CLOSING DOORS

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When it is necessary for the ALS to close doors, hatches, gates or secure tie down devices on empty cars, a charge of \$223 will be assessed against the customer releasing the car or the carrier providing said car. Loaded cars will not be moved unless all doors, hatches, gates and tie down devices are secured.

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1000 South 22nd Street
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ITEM 185 TRACKAGE TRAIN SERVICE

With the concurrence of the ALS Superintendent of Transportation, where contractual arrangements and physical accessibility permit, the ALS will allow foreign trains to run across its tracks with full indemnification of the ALS by the carrier requesting the service. A charge of \$1,455 per train will apply.

ITEM 190 PULLER SERVICE

With the concurrence of the ALS Superintendent of Transportation, where contractual arrangements and physical accessibility permit, the ALS will provide puller service as agent for the carrier requesting the service at a charge of \$2,225 per train. The carrier requesting this service will be solely responsible for and shall defend, indemnify, and hold harmless ALS against all damages resulting from the provision of this service by ALS.

ITEM 195 EMPTY CARS REJECTED ACCOUNT UNFIT OR UNSUITABLE FOR LOADING

Empty car(s) furnished to industries served by the ALS, on bona fide orders, which are rejected account unfit or unsuitable for loading, will be returned to the carrier furnishing such car(s) and a charge of \$344 per car will be assessed against the carrier furnishing such car(s).

ITEM 200 CARS ORDERED AND NOT USED

Empty car(s) furnished on a customer's order for loading, but not loaded, will be returned to the carrier furnishing such car(s) and a charge of **\$743** per car will be assessed against the customer that ordered and/or released the car(s). The ALS charge will be in addition to any charges due the foreign carrier.

ITEM 205 FAILURE TO DELIVER LOAD TO ALS

When a foreign carrier delivers a car to the ALS for a customer to load, and the customer fails to return the loaded car to the ALS, but instead ships the loaded car via another railroad, a charge of \$743 will be assessed against the customer that failed to deliver the load. The ALS charge will be in addition to any charges due the foreign carrier.

ITEM 210 SPECIAL SWITCH SERVICE

When special switch service is requested requiring the assignment of an engine and/or crew out of routine service, a minimum charge of \$3,776 will be assessed for each requested movement in addition to the regular tariff rates applicable on the individual cars.

Consignor, consignee or agent of consignor or consignee must request special switch service in writing, acknowledging the acceptance of the additional charges, and providing a valid email and/or US mailing address where invoice is to be sent in advance of service approval.

If organization requesting the service does not have proper credit with the ALS and/or has a history of delinquency or non-payment, the ALS may require payment in advance of service. The ALS reserves the right to deny service to any customer until all outstanding delinquent charges are paid.

Only with the concurrence of the ALS Superintendent of Transportation, where physical accessibility, resource and/or contractual limitations permit, will the ALS provide the requested service. Sufficient time should be allowed in advance of required service to provide the ALS time to make the necessary arrangements to complete the service request.

ITEM 220 DIVERSION OR RECONSIGNMENT

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All requests for diversion or reconsignment must be presented in writing and acknowledge acceptance of a charge of \$223 per car, in addition to the regular tariff rates applicable, and provide a valid email and/or US mailing address where invoice is to be sent.

Diversion or reconsignment requests will not be accepted by the ALS for cars that are not under its immediate control. Accommodation of diversion or reconsignment requests is not guaranteed, and will be completed at the discretion of ALS Superintendent of Transportation. No charge will be assessed if the request is not accomplished.

ITEM 225 NON-ACCIDENT RELEASE (NAR) OF HAZARDOUS MATERIAL

A charge of \$4,451 per occurrence will be assessed to the shipper or consignee identified on the waybill when a Non-Accident Release (NAR) of Hazardous Materials is caused by or is the result of the acts or omissions of such shipper or consignee, while a car is in the Alton & Southern's possession and/or is on Alton & Southern's property. Please refer to the Directory of Hazardous Materials Shipping Descriptions (as published by Railinc Corporation and amended from time to time), for a complete listing of applicable Hazardous Material Commodities.

> **ISSUED BY** ALTON & SOUTHERN RAILWAY 1000 South 22nd Street

(ITEM 225 - NON-ACCIDENT RELEASE (NAR) OF HAZARDOUS MATERIAL (continued)

Assessment or payment of the foregoing charge will not relieve any party, including without limitation, the shipper, consignor, receiver, consignee, or agent, of its responsibility for any property damage, personal injury, death, costs associated with emergency response or environmental contamination and cleanup, and any other claims, costs, losses, and damages attributable to the NAR.

A NAR is defined as: An unintentional release of hazardous material during transportation not caused by a rail-related accident or derailment. NARs consist of leaks, splashes, and other releases from improperly secured or defective valves, fittings and tank shells. NARs also include venting of non-atmospheric gases from safety relief devices.

ITEM 230 DEPARTMENT OF TRANSPORTATION (DOT) EXCEPTIONS

A charge of **\$743** per occurrence will be assessed to the shipper identified in the waybill when a railcar containing a Hazardous Material is found to have a Department of Transportation (DOT) Exception caused by or the result of acts or omissions of the shipper, while a car is in the ALS's possession and/or is on ALS property. Please refer to the Directory of Hazardous Materials Shipping Descriptions, Appendix A for a complete listing of applicable Hazardous Material commodities. Applicable DOT exceptions are defined in 49 CFR Part 209 Appendix B.

If the Federal Railroad Administration (FRA) subsequently assesses a fine against the ALS and the actual amount of that fine exceeds **\$743**, the ALS will bill the shipper identified on the waybill the actual cost.

ITEM 235 RAILCAR CONTAMINATION SURCHARGES

Any party releasing a loaded or empty railcar to the ALS is solely responsible for ensuring that the railcar wheels and all safety appliances (ladders, grab irons, brake handles, catwalks, etc) are clean from any commodity residue and that all valves and discharge ports are properly secured and sealed to prevent leakage during rail movement. Failure to adhere to these requirements may result in a per car charge and potential delays to shipments.

1. Origin or Destination: In the event, after having been removed from the loading or unloading facility, or while sitting ALS tracks, ALS personnel discover that the railcar has any of the above contamination, leakage, or unsafe conditions, the car will be returned to the loading or unloading facility and the consignor, consignee, or agent respectively responsible for releasing the railcar to the ALS may be assessed a \$982 per car surcharge. Consignor or consignee shall further indemnify and hold harmless the ALS from all costs associated with any spill, release, response, mitigation, cleanup and ultimate disposal resulting from failure to comply with this item. Furthermore, in addition to the above surcharge, applicable handling/switch charges as published in ALS Tariff 8002-O may be assessed.

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(ITEM 235 – RAILCAR CONTAMINATION SURCHARGES continued)

2. In Transit: A railcar that is found to meet any of the above contamination or unsafe conditions while in transit over the ALS's lines will be stopped and transported to the first appropriate and available location for decontamination, cleaning, repair, or securement. The consignor, consignee or agent respectively responsible for tendering the railcar to the ALS may be assessed a \$982 per car charge in addition to all applicable handling/switch charges that may be due.

Assessment and/or payment of the aforementioned surcharges will not relieve the consignor, consignee or its designated agent of its responsibility for property damage, environmental contamination and cleanup, personal injury or death attributable to or resulting from the tendering of a contaminated or leaking railcar to the ALS. Acceptance of a railcar in interchange by the ALS that is later determined to be contaminated or unsafe will in no way relieve the consignor, consignee or its designated agent of its obligation herein, and shall not constitute waiver by the ALS of consignor's, consignee's or its designated agent's obligations hereunder to tender a clean and safe railcar to the ALS for its handling.

SWITCH RATES

CARS SWITCHED BETWEEN TWO CONNECTING CARRIERS			
Intermediate Switch as defined in Item 55			
ITEM	DESCRIPTION	RATE PER CAR	
300	All Freight, except as defined in Items 310 thru 350	\$171	
310	Equipped Box Cars - AAR car types A603, A606, A636, A806, or A836	\$223	
320	Perishable Freight – Refrigeration, Ventilation or Car Heater Service	\$344	
330	RSSM and/or Dangerous Shipments as defined in Item 65	\$632	
340	Railway Equipment other than Freight Viz. but not limited to:	Regular Rate + \$296	
	Locomotives, Passenger Cars, Maintenance of Way Equipment, etc		
350	Overhead Train as defined in Item 135	\$111	

CARS SWITCHED BETWEEN CONNECTING CARRIER AND AN INDUSTRY LOCATED WITHIN			
THE RIVER, EAST ST. LOUIS, OR WASHINGTON PARK INDUSTRY ZONES (as defined in Items 10 and 55)			
ITEM	DESCRIPTION	1 – 17 CARS	18+ CARS
400	All Freight, except as defined in Items 410 thru 450	\$519	\$362
410	Placarded Hazardous Materials	\$693	\$486
420	RSSM Shipments as defined in Item 65	\$1,112	\$1,112
430	Unit Train Service as defined in Item 100	NA	\$237
440	Shuttle Train Service as defined in Item 105	NA	\$297
450	Special Equipment as defined in Item 120	Regular Rate + \$296	

CARS SWITCHED BETWEEN CONNECTING CARRIER AND AN INDUSTRY LOCATED WITHIN THE NORTH INDUSTRY ZONE (as defined in Items 10 and 55)			
ITEM	DESCRIPTION	1 – 17 CARS	18+ CARS
500	All Freight, except as defined in Items 510 thru 550	\$693	\$486
510	Placarded Hazardous Materials	\$923	\$693
520	RSSM Shipments as defined in Item 65	\$1,284	\$1,284
530	Unit Train Service as defined in Item 100	NA	\$237
540	Shuttle Train Service as defined in Item 105	NA	\$297
550	Special Equipment as defined in Item 120	Regular Rate + \$296	

INTRA-PLANT & INTRA-TERMINAL SWITCHING USING INDUSTRY ZONES DEFINED IN ITEMS 10 & 55			
ITEM	DESCRIPTION	1 – 14 CARS	15+ CARS
600	Intra-Plant Switch	\$162	NA
610	Intra-Plant Switch (Placarded Hazardous Material)	\$207	NA
620	Intra-Terminal (cars switched within same industry zone)	\$371	\$223
630	Intra-Terminal (cars switched between different zones)	\$1,092	\$890
640	Special Equipment as defined in Item 120	Regular Rate + \$296	

EXPLANATION OF ABBREVIATIONS

ABBREVIATION	EXPLANATION
AAR	Association of American Railroads
ALS	Alton & Southern Railway Company, The
BNSF	Burlington Northern and Santa Fe Railway Company, The
BOE	Bureau of Explosives
CN	Canadian National Railways
CSXT	CSX Transportation, Inc.
i.e.	That is
Lbs.	Pound or Pounds
KCS	Kansas City Southern Railroad
Nec	Not otherwise classified (not otherwise indexed by name, not otherwise specified)
NS	Norfolk Southern Railway Company
RER	Official Railway Equipment Register (R.E.R. Publishing Corporation, Agent)
RPS	Railroad Publication Services
STCC	Standard Transportation Commodity Code (ARR, Agent)
TRRA	Terminal Railroad Association of St. Louis
UFC	Uniform Freight Classification (Uniform Classification Committee, Agent)
UP	Union Pacific Railroad
Viz.	Namely