

Kansas City Southern**SWITCHING AND TERMINAL TARIFF KCS 8100-E Revision 32****(Cancels and Supersedes KCS Tariff 8100-E Revision 31)****Changes to Items 275, 290, 375 and 420; Adds Section 11****CONTAINS****RULES – REGULATIONS – PRIVILEGES****RECIPROCAL SWITCHING CHARGES,****OTHER TERMINAL AND MISCELLANEOUS CHARGES,****AND UNIT TRAIN RULES****APPLICABLE AT STATIONS ON THE****KCS AND TO TRAFFIC HANDLED BY KCS****FOR BILLING AND CAR INQUIRY,
PLEASE CONTACT CUSTOMER SERVICE AT 1-800-468-6527****ISSUE DATE: October 2, 2019****EFFECTIVE DATE: December 1, 2019
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KCS SWITCHING AND TERMINAL TARIFF 8100-E**Publication Availability****Item 1****KCS WEB SITE**

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

SECTION 1
GENERAL RULES
AND
REGULATIONS

GENERAL RULES AND REGULATIONS**SECTION: 1 ITEM 5**

SUBJECT AND APPLICATION	
DESCRIPTION AND GOVERNING CLASSIFICATION	This tariff is governed by the provisions of Tariff Uniform Freight Classification 6000-Series, herein referred to as Tariff UFC 6000-Series.

SECTION: 1 ITEM 10

SUBJECT AND APPLICATION	
STATION LIST AND CONDITIONS	<p>This tariff is governed by Tariff OPSL 6000-Series to the extent shown below:</p> <p style="text-align: center;">PREPAY REQUIREMENTS AND STATION CONDITIONS</p> <p>For additions and abandonments of stations, and except as otherwise provided herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in stations facilities.</p> <p>When a station is abandoned as of a date specified in the above named tariff, the rates from or to such station as published in this tariff are inapplicable on and after that date.</p>

SECTION: 1 ITEM 15

SUBJECT AND APPLICATION	
EXPLOSIVES AND DANGEROUS ARTICLES	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.

SECTION: 1 ITEM 20

SUBJECT AND APPLICATION	
REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.	Where reference is made herein 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.

GENERAL RULES AND REGULATIONS

SECTION: 1 ITEM 25

SUBJECT AND APPLICATION	
CONSECUTIVE NUMBERS	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.

SECTION: 1 ITEM 30

SUBJECT AND APPLICATION	
CAPACITIES AND DIMENSIONS OF CARS	For marked capacities, lengths, dimensions and cubical capacities of cars, see The Official Railway Equipment Register.

SECTION: 1 ITEM 35

SUBJECT AND APPLICATION	
APPLICATION OF RECIPROCAL SWITCH CHARGES	<p>Section 3 names reciprocal switch charges between industries named therein and interchanges of carriers at terminals listed in Item 125. Industries not named in Section 3, as well as leased storage tracks, will be considered closed to reciprocal switching, and waybill must be surrendered to effect delivery or waybill must be issued to effect linehaul movement.</p> <p>If an industry is involved in a name change due to lease, merger or acquisition, the charge applicable to the previously named industry will continue to apply until such time as amendment is made and the new industry is listed.</p> <p>KCS will not accept more cars in reciprocal switch service than can reasonably be accommodated by KCS’ Interchange Tracks and/or by the Industry’s Industrial Tracks, whichever number is smaller. Switching capacity may be specifically noted within this publication for some Industries for informational purposes based on typical equipment length. Lack of such specific notations does not imply unlimited capacity. Various operational factors may further limit the number of cars that can be effectively interchanged, spotted, or pulled at Industries specifically named in this publication.</p>

GENERAL RULES AND REGULATIONS

SECTION: 1 ITEM 40

SUBJECT AND APPLICATION	
PLAN OF TARIFF	Section 1 – General Rules and Regulations Section 2 – Special Rules and Regulations Section 3 – Reciprocal switching at all stations on KCS Section 4 – Inter-terminal switching at stations on KCS Section 5 – Intra-terminal switching at stations on KCS Section 6 – Intra-plant switching at stations on KCS Section 7 – Intermediate and miscellaneous charges Section 8 – Dockage Rules and Charges – KCS Docks located at Port Arthur, TX Section 9 – Weighing Rules and Charges Section 10 – Special Train Rules and Charges Section 11 – Unit Train Rules and Charges [A]

SECTION: 1 ITEM 50

SUBJECT AND APPLICATION	
CHANGE IN PROVISION(S)	KCS reserves 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. KCS will make available on its web site this publication in its latest amended form. Customers should review this publication before tendering freight to KCS. Revisions to this publication will be made from time to time by reissuing the publication in its entirety.

SECTION 2
SPECIAL RULES
AND
REGULATIONS

SPECIAL RULES AND REGULATIONS

SECTION: 2 ITEM 60

SUBJECT AND APPLICATION	
<p>ABSORPTION OF CONNECTING LINES' SWITCHING CHARGES</p>	<p>Except as otherwise provided herein, or in Tariffs, Circulars, Contracts or Exempt Quotations, KCS will absorb the lawfully applicable reciprocal switch charge of connecting lines identified in Item 110, with the exception that KCS will only absorb up to and including a maximum of \$300.00 per car. (See Exceptions 1 - 6)</p> <p>Exception 1: KCS will neither pay nor absorb charges assessed by an intermediate switch line when a direct interchange exists between the road haul carrier and KCS.</p> <p>Exception 2: KCS will not absorb switching charges on coal in excess of \$105.00 per car.</p> <p>Exception 3: KCS will not absorb Mississippi River Transfer charges in excess of \$138.00 per car on traffic originating or terminating at industries on the Manufacturers Railway Company (MRS).</p> <p>Exception 4: KCS will not absorb switching charges of UP at E. St. Louis, IL in excess of \$148.00 per car.</p> <p>Exception 5: To the extent switching charges are not absorbed pursuant to the item, such charges will be assessed against the consignor or consignee in addition to all other applicable charges.</p> <p>Exception 6: Where under the provisions of this section, switching charges are subject to a maximum absorption amount, any charges in excess of such maximum will be assessed in addition to all other applicable charges.</p>

SECTION: 2 ITEM 65

SUBJECT AND APPLICATION	
<p>RATES APPLICABLE FROM OR TO ST LOUIS, MO VIA KCS APPLY AS FOLLOWS</p>	<p>A. From or to all industries assigned sidings and other facilities on the TRRA in St. Louis, MO switching district, reciprocal switching charges do not apply.</p> <p>B. From or to interchange points of the TRRA with the BNSF, UP, and NS in St. Louis, MO switching district, reciprocal switching charges of these lines from or to such interchanges are applicable and will be absorbed to the extent authorized in this section.</p> <p>C. From or to interchange points of the ALS with the BNSF and UP reciprocal switching charges of these lines from or to such interchanges are applicable and will be absorbed to the extent authorized in this section.</p> <p>D. From or to interchange point with the MRS at the Western end of the Douglas MacArthur Bridge (southern approach), reciprocal switching charges of the MRS are applicable and will be absorbed to the extent authorized in this section.</p>

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

SPECIAL RULES AND REGULATIONS**SECTION: 2 ITEM 70**

SUBJECT AND APPLICATION	
CAR RENTAL CHARGE FOR SPECIAL HEAVY CAPACITY FLAT CARS	A charge of \$653.00 per car in addition to the regular switching charge named herein will be made for each car used both originating and terminating within the same switching district as named in this tariff, for the movement of a shipment for which carrier furnished flat cars bearing mechanical designations FG or FW of any capacity, and cars of designation FM of 200,000 pounds and over nominal capacity, and a charge of \$1,923.00 per car used on flat cars bearing mechanical designation FD as named in The Official Railway Equipment Register.

SECTION: 2 ITEM 80

SUBJECT AND APPLICATION	
DATE TO DETERMINE LEVEL OF CHARGE	The applicable rate or charge herein will be the charge in effect on the date of actual physical interchange or transaction.

SPECIAL RULES AND REGULATIONS

SECTION: 2 ITEM 85

SUBJECT AND APPLICATION	
APPLICATION AND DEFINITIONS	
APPLICATION	DEFINITIONS
<p>Switching charges contained in this Tariff shall apply to the switches identified in (a) through (e) as follows:</p> <ol style="list-style-type: none"> 1) a movement of a loaded car in one direction and the same car returned empty in the reverse direction will be assessed one switch charge; 2) a movement of the same car moved empty in both directions will be assessed one switch charge on the reverse movement; 3) a movement of an empty car in one direction, and not returned, will be assessed one switch charge and switching of another loaded car will not be considered as off-setting one-way movement of an empty car; 4) a movement of the same car moved loaded in both directions will be assessed a switch charge for each loaded movement. 	<p>(a) Intra-Plant Switching – A switching movement of cars from one track to another track or between two points on the same track, within the same plant or industry without leaving the tracks of the same plant or industry.</p> <p>(b) Intra-Terminal Switching – A switching movement of cars (other than intra-plant switching) from one track to another track of the same carrier, within the switching limits of one station or industrial switching district.</p> <p>(c) Inter-Terminal Switching – A switching movement of cars from a track of one carrier to a track of another carrier when both tracks and movement are within the switching limits of the same station or industrial switching district.</p> <p>(d) Reciprocal Switching – A switching movement of cars from a plant or industry located on KCS to the point of interchange with connecting carriers or vice versa.</p> <p>(e) Intermediate Switching – A switching movement of cars from the interchange tracks of one connecting carrier to the interchange tracks of another connecting carrier within the switching limits of the same station on which the switch carrier neither originates nor terminates the shipment nor receives a line-haul.</p> <p>(f) Linehaul Traffic – As used in this tariff, traffic moving to or from a point beyond the switching limits.</p> <p>(g) Switching Limits – Except as otherwise provided herein, the switching limits of KCS will be confined to the most distant industry listed at a terminal from the point of interchange with connections shown at that terminal.</p>

SPECIAL RULES AND REGULATIONS

SECTION: 2 ITEM 90

SUBJECT AND APPLICATION	
DEMURRAGE AND STORAGE RULES AND CHARGES	<ol style="list-style-type: none"> 1. Charges published in this tariff are also subject to demurrage and storage rules and charges as provided in KCS 6000-Series. 2. Empty cars which are ordered for loading at tracks or industries will be subject to demurrage rules and charges as provided in KCS 6000-Series.

SECTION: 2 ITEM 95

SUBJECT AND APPLICATION	
DETENTION CHARGES ON HEAVY DUTY FLAT CARS	<p>When special type heavy duty flat cars as described in RIC 6740-Series, are used in switch service, the detention charges of said tariff will be in addition to regular local switching rates named herein, demurrage charges and all other terminal charges or other lawful charges, and are to be paid by the shipper or consignee and shall accrue to the carrier owning or leasing the equipment.</p> <p>Note: When the special type heavy duty flat cars, as described in RIC 6740-Series, are ordered and placed, but not used, detention charges set forth above shall be assessed, but in no case shall the detention charges for such car ordered and placed, but not used, be less than the charge of \$653.00 per car.</p>

SPECIAL RULES AND REGULATIONS

SECTION: 2 ITEM 100

SUBJECT AND APPLICATION	
EMPTY CARS RETURNED UNUSED	<p>A. When an empty car <u>received from a connecting railroad</u> for loading by an industry located on KCS is refused by the industry because the car is not in proper condition to load and car must be returned to the connecting railroad, a switching charge of \$515.00 in one direction only will be assessed against the connecting railroad furnishing the car. (See Note 1).</p> <p>B. When an empty car <u>received from a connecting railroad</u> is rejected for loading by an industry located on KCS, and returned unused for reasons other than described in (A) above, car will be returned to the connecting railroad and a switching charge of \$515.00 in one direction only will be assessed against the person, firm or corporation ordering the car.</p> <p>C. When an empty car furnished by KCS (not a connecting railroad) is appropriated to a customer based upon a car order and subsequent notification is given to KCS that car(s) is no longer needed, a switching charge of \$515.00 will be assessed against the person, firm or corporation ordering the car. (See Note 2). Demurrage will also be charged pursuant to the terms of KCS 6000-Series tariff.</p>

Note 1. Switching charge will not apply on inbound loaded cars reloaded at the same location by industry after car is unloaded.

Note 2. Switching charge will not apply when car is refused by industry because the car is not in proper condition to load.

SPECIAL RULES AND REGULATIONS**SECTION: 2 ITEM 105**

SUBJECT AND APPLICATION	
EMPTY CARS, MOVEMENT OF	Charges published in this tariff applying on loaded cars will include the movement of the same car returned empty via reverse routing.

SECTION: 2 ITEM 110

SUBJECT AND APPLICATION	
RAILROAD INITIALS AND NAMES (REFERRED TO IN ITEMS 60 AND 65)	
CARRIER INITIALS	CARRIER NAME
AGR	ALABAMA & GULF COAST RAILWAY LLC
ALM	ARKANSAS, LOUISIANA & MISSISSIPPI RAILWAY
ALS	ALTON & SOUTHERN RAILWAY COMPANY
AM	ARKANSAS AND MISSOURI RAILROAD CO.
AOK	ARKANSAS OKLAHOMA RAILROAD INC.
BLR	BLACKLANDS RAILROAD
BNSF	BNSF RAILWAY CO.
CN	CANADIAN NATIONAL RAILWAY CO.
CIC	CEDAR RAPIDS AND IOWA CITY RAILWAY CO.
CAGY	COLUMBUS AND GREENVILLE RAILWAY CO.
CCPN	CORPUS CHRISTI TERMINAL RAILROAD INC.
CPRS	CP RAIL SYSTEM
CSXT	CSX TRANSPORTATION
DSRR	DELTA SOUTHERN RAILROAD CO.
DQE	DE QUEEN AND EASTERN RAILROAD CO.
FSR	FT. SMITH RAILROAD CO.
GTRA	GOLDEN TRIANGLE RAILROAD
GWWE	GATEWAY EASTERN RAILWAY COMPANY
IMRR	ILLINOIS & MIDLAND RAILROAD INC.
IAIS	IOWA INTERSTATE RAILROAD CO.
KCS	THE KANSAS CITY SOUTHERN RAILWAY CO.
KRR	KIAMICHI RAILROAD CO.
LNW	THE LOUISIANA AND NORTH WEST RAILROAD CO.
MNBR	M & B RAILROAD, LLC
MNA	MISSOURI & NORTHERN ARKANSAS RAILROAD CO.
MOC	MISSOURI CENTRAL RAILROAD COMPANY
MRS	MANUFACTURERS RAILWAY COMPANY
NOPB	NEW ORLEANS PUBLIC BELT RAILROAD
NS	NORFOLK SOUTHERN RAILWAY CO.
PHRR	PORT HARBOR RAILROAD
PTRA	PORT TERMINAL RAILROAD ASSOCIATION
TIBR	TIMBER ROCK RAILROAD CO.
TNER	TEXAS NORTHEASTERN RAILROAD
TRRA	TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS
UP	UNION PACIFIC RAILROAD CO.
WTNN	WEST TENNESSEE RAILROAD CORP.

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

SPECIAL RULES AND REGULATIONS

SECTION: 2 ITEM 120

SUBJECT AND APPLICATION	
<p>CARS INTERCHANGED OR DELIVERED TO KCS IN ERROR</p>	<p>A. Loaded or empty car(s) received in interchange by KCS:</p> <ul style="list-style-type: none"> (i) without billing instructions, or (ii) at an interchange not specified in the billing, or (iii) when KCS is not in the route, or (iv) when consignor, consignee or owner changes billing instructions to move cars(s) via an outbound carrier other than KCS <p>will be returned to the delivering carrier or forwarded to the proper carrier if interchange with such carrier within the same switching district at a charge of \$300.00 per car. This charge will be assessed against the delivering carrier. (See Exceptions)</p> <p>Exception: Car(s) loaded or empty received in interchange from the CN in error will be returned within the same switching district at a charge of \$435.00 per car.</p> <p>Exception: Car(s) loaded or empty received in interchange from the UP in error will be returned within the same switching district at a charge of \$445.00 per car.</p> <p>Exception: Cars received in error at Beaumont, TX and handled in Run-Through Trains to Corpus Christi, TX will be returned to delivering carrier at a charge of \$1200.00 per car, to be assessed against delivering carrier.</p> <p>B. If car(s) is held by KCS awaiting disposition or necessary data from delivering carrier, an additional charge of \$100.00 per car will be assessed against the delivering carrier for each day or fraction thereof, car(s) is held from the first 7:01 A.M. following written notification to whom that car(s) is being held for disposition until disposition is furnished.</p> <p>C. KCS will not be liable for any setback, switching or linehaul charges assessed by another carrier resulting from billing error or an interchange error of another carrier.</p>

SPECIAL RULES AND REGULATIONS

SECTION: 2 ITEM 125

RECIPROCAL SWITCHING TERMINALS AND RAIL CONNECTIONS	
STATION NAME	CARRIER INTIALS
ALEXANDRIA, LA	UP
BATON ROUGE, LA	CN, UP via CN
BEAUMONT, TX	BNSF, UP
CHAISSON, TX	UP
CHICAGO, IL	CN, NS, UP
COCKRELL, IL	CN
CORINTH, MS	NS, WTNN
DALLAS, TX	BNSF, UP
DE RIDDER, LA	BNSF, TIBR
EAST ST. LOUIS, IL	ALS, BNSF, CN, CSXT, GWWE, NS, UP
FEDERAL, IL	NS
FT. SMITH, AR	AM, FSR, UP
GRANITE CITY, IL	BNSF, TRRA, PHRR
GULFPORT, MS	CSXT
JACKSONVILLE, IL	BNSF
JOPLIN, MO	BNSF, MNA, UP
KANSAS CITY, MO/KS	BNSF, CPRS, NS, UP
LOUISIANA, MO	BNSF
MADISON, IL	ALS, BNSF, CSXT, MOC, MRS, NS, TRRA, UP
MARSHALL, MO	UP
MERIDIAN, MS	MNBR, NS
MONROE, LA	ALM, DSSR, UP
MOSSVILLE, LA	UP
NEOSHO, MO	BNSF
NEW ORLEANS, LA (SEE NOTE 1)	BNSF, CSXT, CN, NOPB, NS, UP
PT ARTHUR, TX	UP
SHREVEPORT (BOSSIER CITY), LA	UP
SPRINGFIELD, IL	CN, IMRR, UP
ST LOUIS, MO	BNSF
TEXARKANA, AR/TX	TNER, UP
TUPELO, MS	BNSF
TUSCALOOSA, AL	NS
VENICE, IL	BNSF, CN, NS
WOOD RIVER, IL	CN, GWWE, NS, UP

NOTE 1: Connection with the CSXT via NOPB; UP via NOPB; BNSF via NOPB

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

SPECIAL RULES AND REGULATIONS**SECTION: 2 ITEM 130**

SUBJECT AND APPLICATION	
ORDER BILLS OF LADING	Order bills of lading will not be issued covering Inter-terminal, Intra-plant, or Intra-terminal movements.

SECTION: 2 ITEM 135

SUBJECT AND APPLICATION	
CHARGES HEREIN SUBJECT TO INCREASE	Charges published herein are subject to increase by republication.

SECTION: 2 ITEM 140

SUBJECT AND APPLICATION	
PACKAGING REQUIREMENTS	Shipments of articles which do not comply with the package requirements of Tariff UFC 6000-Series will not be accepted for Inter-terminal or Intra-terminal movements.

SECTION: 2 ITEM 145
(See KCS 6000-Series)

SPECIAL RULES AND REGULATIONS

SECTION: 2 ITEM 150

SUBJECT AND APPLICATION	
RULES GOVERNING WEIGHING	<p>Weights will be determined and applied in accordance with the provisions of Section 9 of this tariff.</p> <p>No switch charge will be assessed when cars are weighed for the assessment of freight charges by KCS on KCS line-haul traffic. Rules for weighing of cars where KCS performs reciprocal switch service for another line-haul carrier are published in Section 9 of this tariff.</p>

SECTION: 2 ITEM 155

SUBJECT AND APPLICATION	
SECURITY DEPOSITS FOR PAYMENT OF DEMURRAGE OR OTHER ACCESSORIAL CHARGES	<p>KCS has the right to require that a rail customer (Consignor, Consignee or other party responsible for the payment of demurrage, storage or other accessorial charge), with a history of delinquency or nonpayment of charges not in bona fide dispute, deposit with KCS money or security adequate to pay an average monthly bill of that party calculated over the past six months.(See Note 1.) The deposit may be satisfied with cash, letter of credit, surety bond or other appropriate instrument. KCS will determine the suitability of the security tendered. (All instruments on deposit are hereinafter referred to as 'security').</p> <p>If a bill not in bona fide dispute is not paid when due, immediately thereafter KCS will satisfy the bill by application against the security on deposit. Thereafter, the rail customer will be required to immediately pay any remaining billed amount not in bona fide dispute and to reinstate the value of the security to its former level or to another level equivalent to its average monthly charge.</p> <p>Should demand be made upon a rail customer for the deposit or maintenance of security as heretofore stated and should the rail customer refuse or fail to so deposit or maintain the security, KCS may refuse to provide any further rail service until the deposit requirement is fulfilled.</p> <p>No interest will be paid by KCS on any security deposited with it. It is within the discretion of the KCS to determine when creditworthiness of the rail customer no longer necessitates the imposition of a security deposit. If rail service to the customer is permanently discontinued, upon satisfaction of all bills any remaining security on deposit will be released and returned.</p> <p>Note 1: New rail customers will be required to deposit security equal to an anticipated average monthly bill.</p>

SPECIAL RULES AND REGULATIONS

SECTION: 2 ITEM 160

SUBJECT AND APPLICATION	
SECURITY DEPOSITS FOR PAYMENT OF RECIPROCAL SWITCHING CHARGES	<p>A security deposit to insure payment of any reciprocal switching charges that may accrue will be required from any carrier who fails to pay reciprocal switching charges within thirty (30) days after being billed.</p> <p>The deposit must be paid in cash, cashier’s check or money order before any loaded car will be accepted or delivered in interchange for a reciprocal switch for delivery or receipt to/or from an industry.</p> <p>The deposit for each loaded freight car must be in the minimum amount of the applicable tariff published reciprocal switching charge.</p> <p>Security deposits will no longer be required after the delinquent carrier has paid all outstanding reciprocal switching charges and has given assurance to the satisfaction of the reciprocal switching carrier that future reciprocal switching charges will be paid within the prescribed credit time.</p>

SECTION: 2 ITEM 165

SUBJECT AND APPLICATION	
SWITCHING OF CARS INVOLVING SETBACK	<p>Upon receipt of a request to return car(s) previously released on KCS, KCS will perform the service at a charge of \$515.00 per car, provided car(s) is within the switching terminal (See Note). If the services of another carrier(s) is necessary to effectively return the car(s), their charge(s) will be in addition to the \$515.00 per car.</p> <p>Cars held awaiting forwarding instructions that are to be furnished by shipper and/or consignee are subject to demurrage charges pursuant to the terms of KCS 6000-Series tariff.</p> <p>Note: If car(s) is beyond the switching terminal in line-haul, as described in Item 85, in addition to any other carrier’s charges, a charge for the roundtrip to and from the location where the car is routed in reverse direction, will be assessed as follows:</p> <p style="padding-left: 40px;">Less than 100 miles = \$575.00 per car 101-499 miles = \$1,130.00 per car 500-1000 miles = \$2,000.00 per car.</p>

SPECIAL RULES AND REGULATIONS

SECTION: 2 ITEM 170

SUBJECT AND APPLICATION	
SWITCHING OF LOCOMOTIVES, DEAD, ON OWN WHEELS, NOT OTHERWISE PROVIDED IN THIS TARIFF	Where no specific charge is provided in this tariff for switching locomotives, the applicable charge on switching of locomotives, dead on their own wheels will be \$790.00 .

SECTION: 2 ITEM 175

SUBJECT AND APPLICATION	
SWITCHING OF OVER-SIZED LOADS OR SPECIAL TRAIN SHIPMENTS	<p>Over-sized shipments, as defined in Note 1, will be handled in regular switching service, as defined in Note 2, whenever possible. The charge for each inter-terminal, intra-terminal or reciprocal movement will be \$920.00 per car and will be assessed in lieu of the regular published inter-terminal, intra-terminal or reciprocal charges in this tariff.</p> <p>Special switching service, as defined in Note 2, will be provided at a charge of \$2,010.00 per car for each special switch, and will be assessed in lieu of the regular published inter-terminal, intra-terminal or reciprocal switch charges in this tariff.</p> <p>Note 1: A shipment shall be defined as over-sized under any of the following conditions: lading exceeds twelve (12) feet in width; lading extends over the length of the car; lading extends twenty (20) feet above the rail; lading weighs 200,000 pounds or more.</p> <p>Note 2: Regular and Special Switching Service Defined:</p> <p>Regular switching service is defined as a service accorded shipments which <u>can be</u> handled by a regular switching assignment.</p> <p>Special switching service is defined as a service which cannot be handled by a regular switching assignment because of excess weight, height, width or length and will only be provided when in the judgment of KCS special switch service is necessary, or when specifically requested by consignee, consignor or owner. In any case, special switching service will be performed at carrier's convenience.</p>

SPECIAL RULES AND REGULATIONS

SECTION: 2 ITEM 185

SUBJECT AND APPLICATION	
<p>SWITCHING NORMAL SERVICE SHIPMENT DELIVERY</p> <p>OUTSIDE OPERATING HOURS; TO</p> <p>OF OR PRIORITY EXPEDITE</p>	<ol style="list-style-type: none"> 1. The provisions in this Item apply where KCS is requested by consignee, consignor or owner to furnish necessary locomotive(s) and crew(s) to perform industrial switching service at other than normal assigned time for a specific location. The provisions of this item also apply to a request for priority shipment to expedite delivery to at least the calendar date preceding the projected delivery date shown in the trip plan provided by MyKCS when the consignor, consignee or owner completes the bill of lading information in MyKCS. 2. Charges will be assessed at a rate of \$4,000.00 per Event. An “Event” is KCS’s fulfillment of a customer’s request for expedited industrial switching service or priority shipment, covering not more than ten (10) cars in a single block requested in a single request and delivered at the same time. Requests submitted on separate days are separate Events. Requests must be submitted as described in paragraph 3, below. A separate charge will be assessed for each Event, regardless of the number of cars (up to a maximum of ten) included in the Event, and will be in addition to any other chargeable services performed in connection therewith. 3. To request KCS to perform industrial switching service at other than normal assigned time for a specific location or to request priority shipment, the party requesting the service must specify the request in MyKCS. The request must list the initial(s) and number(s) of all car(s) covered by the request. The party requesting switching outside of normal operating or service hours or requesting priority shipment must also confirm in MyKCS that party’s agreement to pay the charge stated in this Item if KCS fulfills the request. 4. KCS’s receipt of a request to provide industrial switching at other than normal assigned time for the specific location or to provide priority shipment does not obligate KCS to provide such service. KCS will provide the service if it is able to do so based on availability of crews, locomotives and other factors. If KCS is not able to fulfill the request for industrial switching at other than normal assigned time for the specific location or the request for priority shipment, the charge stated in this Item will not apply. 5. The above charge for industrial switching at other than normal assigned time for the specific location covers furnishing engine and crew only for a maximum of twelve (12) hours. Should additional service be requested, another engine and crew will be assigned at the charge stated above.

SECTION: 2 ITEM 190

SUBJECT AND APPLICATION	
<p>TURNING CARS TO PERMIT LOADING/UNLOADING</p>	<p>When a customer requests KCS to turn car(s) for the purpose of loading or unloading, KCS will bill the customer making the turn request \$750 for each car that KCS turns.</p>

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

SPECIAL RULES AND REGULATIONS

SECTION: 2 ITEM 195

SUBJECT AND APPLICATION	
DETERMINATION OF WEIGHTS FOR ASSESSMENT OF SWITCHING CHARGES	<p>Where switching charges are based on the weight of the shipment, the following will apply:</p> <ul style="list-style-type: none"> A. Shipments handled in intra-terminal switching service on this railroad and shipments switched by this railroad to a connecting line will be weighed only when a track scale is located convenient to the route of the switch movement. In such cases, charges will be assessed based on the scale weights. Where scales are not conveniently located, charges will be assessed as provided in paragraph C. B. Shipments delivered to this railroad by connecting lines or by this railroad to connecting lines will not be weighed. If connecting line weights are furnished, charges will be assessed based on such weights. If such weights are not available, charges will be assessed as provided in paragraph C. C. Except as provided in paragraphs A and B, charges will be assessed on the basis of the marked capacity of the car used except that on shipments in tank cars, charges will be assessed based on minimum weight determined in accordance with the provisions of Rule 35 of the Tariff UFC 6000-Series.

SECTION 3
RECIPROCAL
SWITCHING

TYPE OF SWITCH: RECIPROCAL (+)**SECTION: 3 ITEM 200**

STATION: ALEXANDRIA, LA		SWITCHING CHARGE IN DOLLARS PER CAR	
Company Name	Street Address	Note	UP
Kisatchie Treating, LLC	74 Wadley (Pineville)		\$320

SECTION: 3 ITEM 210

STATION: BATON ROUGE, LA		SWITCHING CHARGE IN DOLLARS PER CAR		
Company Name	Street Address	Note	CN	UP
Agway Systems, Inc.	1002 Barge Terminal Rd.	1	\$715	\$715
Clean Harbors Environmental	13351 Scenic Highway		\$715	\$715
Deltech Corp.	11911 Scenic Highway		***	\$715
Exide Technologies	2400 Brooklawn Drive		\$715	\$715
ExxonMobil Chemical Co.	4999 Scenic Highway		\$400	\$300
ExxonMobil Chemical Co.	11675 Scotland Ave.		***	\$715
ExxonMobil Chemical Co.	12875 Scenic Highway		***	\$715
ExxonMobil Corp. (Resin Plant)	12480 Scenic Highway		\$715	\$715
ExxonMobil Refinery	4045 Scenic Highway		\$400	\$300
Glazer's Company of LA	1876 Sorrel Ave.		\$400	\$300
Greater Baton Rouge Port Commission	Route 5, Box 45	2	\$715	\$715
Lion Copolymer	1836 Shada Ave.		\$400	\$300
Oxbow Calcining LLC	2200 Brooklawn Drive		\$715	\$715
Pat Company	601 Neosho		\$400	\$300
Solvay	1275 Airline Highway		***	\$300
Southern Scrap Materials Co., Inc.	6847 Scenic Highway		\$400	\$300
Stupp & Mannesmann Line Pipe LLC	12555 Ronaldson Rd.		***	\$715
Wilson Warehouse	2400 Sorrell Avenue		\$400	\$300

Note 1: All cars billed to or from these locations will be subject to a charge of \$15.00 per car in addition to all other charges.

Note 2: For charges to Greater Baton Rouge Port Commission Westside Facility, See Union Pacific Railroad Circular 8005-Series.

*** Industry Jointly Served.

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

TYPE OF SWITCH: RECIPROCAL (+)**SECTION: 3 ITEM 220**

STATION: BEAUMONT, TX		SWITCHING CHARGE IN DOLLARS PER CAR		
Company Name	Street Address	Note	BNSF	UP
Louis Dreyfus	1745 Buford Street		\$220	\$300
Port of Beaumont – Navigation District of Jefferson County	1225 Main Street		\$220	\$300

SECTION: 3 ITEM 250

STATION: CORPUS CHRISTI, TX		SWITCHING CHARGE IN DOLLARS PER CAR			
Company Name	Street Address	Note	BNSF	CCPN	UP
Corpus Christi Grain Co.	100 Talbert Rd.		\$250	\$250	\$250
Corpus Christi Produce Co.	238 N. Port Ave.		\$250	\$250	\$250
Featherlite Bldg. Products	3822 Agnes		\$250	\$250	\$250
H E Butt Grocery	102 McBride Lane		\$250	\$250	\$250
Naylor's Farm & Ranch	4250 Five Points Rd.		\$250	\$250	\$250
Omni Fluids Co.	4646 Southview Dr.		\$250	\$250	\$250
Ray West Warehouses Inc.	4801 Baldwin Blvd.		\$250	\$250	\$250
Western Steel Co.	105 Villa Dr.		\$250	\$250	\$250
Wholesalers Inc.	4733 Baldwin Blvd.		\$250	\$250	\$250

TYPE OF SWITCH: RECIPROCAL (+)**SECTION: 3 ITEM 260**

STATION: DALLAS, TX			SWITCHING CHARGE IN DOLLARS PER CAR	
Company Name	Street Address	Note	BNSF	UP
84 Lumber Co.	2906 W. Miller Rd. Garland TX	1		\$285
D A P Products, Inc.	White Rock Industrial 13555 Jupiter Road	1		\$285
Dixie Plywood Co. of Dallas	White Rock Industrial 3060 Miller Road Garland, TX	1		\$285
Dixie Plywood Co. of Dallas	2005 Hightower Drive Garland, TX	1		\$285
IFS Industries	White Rock Industrial 2326 Lonnecker Garland, TX	1		\$285
Nexeo Solutions	White Rock Industrial 3101 Wood Drive Garland, TX	1		\$285
Snaveley Forest Products Inc.	White Rock Industrial 11223 Plano Rd. Garland, TX	1		\$285
U.S. Ink (Division of Sun Chemical)	12010 Corporate Drive Dallas, TX	1		\$285
Warehouse Specialists, LLC.	White Rock Industrial 11115 Petal St. Dallas, TX		\$775	\$500
Warehouse Specialists, LLC.	12110 Garland Rd. Dallas, TX		\$775	\$500
Warehouse Specialists, LLC.	2722 S. Jupiter Road Dallas, TX		\$775	\$500

Note 1: For Reciprocal Switch Charges in connection with BNSF call KCS's Customer Service Center at 1-800-468-6527.

TYPE OF SWITCH: RECIPROCAL (+)**SECTION: 3 ITEM 270**

STATION: DE RIDDER, LA			SWITCHING CHARGE IN DOLLARS PER CAR	
Company Name	Street Address	Note	BNSF	TIBR
Highland Growers	112 E. 4 th Street		\$220	\$220
O'Neals Feeder Supply Inc.	115 E. 4 th Street		\$220	\$220

SECTION: 3 ITEM 275

STATION: EAST ST. LOUIS, IL			SWITCHING CHARGE IN DOLLARS PER CAR				
Company Name	Street Address	Note	BNSF	CN	CSXT	NS	UP
Cargill, Inc.	430 S. Front Street	1	\$353	----	\$353	\$353	\$353
O'Neill Lumber	104 St. Clair Avenue	1	\$390	\$390	\$390	\$390	\$390
Quality Distribution	South 20 th Street	1	\$525	\$525	\$683 [I]	\$683 [I]	\$525
Brenntag Mid-South Inc.	800 S. 6 th Street	1	\$353	----	\$459 [I]	\$353	\$353
Safety Kleen	South 20 th Street	1	\$353	\$353	\$353	\$353	\$353

Note 1: Except as otherwise provided, when KCS' Reciprocal Switching Charge is absorbed in whole or in part by a linehaul carrier, and interchange between KCS and the linehaul carrier is effected by an intermediate carrier, applicable tariff charges assessed by the intermediate carrier for the switch movement of a loaded freight car from or to the connecting carrier or for the return of an empty to the linehaul carrier will be in addition to KCS' Reciprocal Switching Charge.

TYPE OF SWITCH: RECIPROCAL (+)**SECTION: 3 ITEM 280**

STATION: FORT SMITH, AR			SWITCHING CHARGE IN DOLLARS PER CAR		
Company Name	Street Address	Note	AM	FSR	UP
OK Feed Mills	701 S. B St.		\$200	\$200	\$200

SECTION: 3 ITEM 290

STATION: GULFPORT, MS			SWITCHING CHARGE IN DOLLARS PER CAR		
Company Name	Street Address	Note	CSXT		
Chemours Company FC, LLC	West Pier 6		\$225		
Chiquita Brands International	West Pier 2, Section 2		\$293 [I]		
Crowley Maritime Corp.	West Pier		\$293 [I]		
Dole Food Company	West Pier 6		\$293 [I]		
Mississippi Port Authority at Gulfport (Docks and Warehouse)	Highway 90 & 30 th Ave.		\$225		
Ports America Gulfport	West Pier, Section 6		\$293 [I]		
SSA Marine	West Pier Port of Gulfport		\$225		
Turbana Corp.	West Pier 3		\$225		
U S Dept. of Defense	5200 CBC 2 nd Street		\$313		

SECTION: 3 ITEM 300

STATION: JOPLIN, MO			SWITCHING CHARGE IN DOLLARS PER CAR		
Company Name	Street Address	Note	BNSF	MNA	UP
International Paper Co.	2609 S. Range Line Road		\$220	\$220	\$220
West Rock	4200 East 32 nd		\$252	\$252	\$252

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

TYPE OF SWITCH: RECIPROCAL (+)**SECTION: 3 ITEM 310**

STATION: KANSAS CITY, MO-KS			SWITCHING CHARGE IN DOLLARS PER CAR				
	Company Name	Street Address	Note	BNSF	CPRS	NS	UP
Ace Pallet Service, Inc.	****			----	----	----	----
Allied Oil & Supply Inc.	5150 E. Front Street			\$308	\$308	\$308	\$308
AM Castle & Co.	6100 Stillwell			\$308	\$308	\$308	\$308
Altivity Packaging	3244 Gardner			\$308	\$308	\$308	\$308
Batliner Paper Stock Co.	2501 Front Road			\$410	\$410	\$410	\$410
Bayer Cropscience	8400 Hawthorne Rd.			\$308	\$308	\$308	\$308
Blast Inc. (K C Cold Storage)	500 East 3 rd Street			\$308	\$308	\$308	\$308
Board of Public Utilities (Kaw Power)	2015 Kansas Avenue	1		\$308	\$308	\$308	\$308
Brenntag – Mid South Inc.	5200 Stillwell St.			\$308	\$308	\$308	\$308
Callaway Crusher, Inc.	2701 Manchester			\$308	\$308	\$308	\$308
Canfield & Joseph	830 Amourdale			\$308	\$308	\$308	\$308
Cargill Oilseed Processing	2306 Rochester	2		\$308	\$308	\$308	\$308
Central Missouri Reload	6680 St. John Ave.			\$308	\$308	\$308	\$308
Chem Central	2522 Nicholson			\$308	\$308	\$308	\$308
Chemetron Railway Products	6800 St. John			\$308	\$308	\$308	\$308
CKS Packaging Inc.	5750 Front Street			\$308	\$308	\$308	\$308
CMC Foods Inc.	1875 North Topping			\$308	\$308	\$308	\$308
Colgate-Palmolive Co.	****			----	----	----	----
Compass Big Blue	****			----	----	----	----
C T I General Motors	1200 South 5 th St.			\$308	\$308	\$308	\$308
Empire TFR	4127 Empire Road			\$308	\$308	\$308	\$308
Advantage Metals Recycling LLC	3005 Manchester			\$550	\$550	\$550	\$550
Galamba Metals Group	****			----	----	----	----
Gallo Produce	110 East 3rd Street			\$308	\$308	\$308	\$308
Gerdau Ameristeel	1301 N. Chouteau			\$308	\$308	\$308	\$308

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

TYPE OF SWITCH: RECIPROCAL (+)**SECTION: 3 ITEM 310 (continued)**

STATION: KANSAS CITY, MO-KS		SWITCHING CHARGE IN DOLLARS PER CAR				
Company Name	Street Address	Note	BNSF	CPRS	NS	UP
Grain Elevator - ADM/Growmark	6900 Scarritt	2	\$308	\$308	\$308	\$308
Grain Elevator - Hansen/Mueller	1301 Topping	2	\$308	\$308	\$308	\$308
Gunderson Rail Service	****		---	---	---	---
High Life Sales	1325 North Topping		\$308	\$308	\$308	\$308
Huttig Bldg Prods (Rugby)	7600 N.E. Gardner Ave.		\$308	\$308	\$308	\$308
International Food Products	1811 North Topping		\$308	\$308	\$308	\$308
Kansas City Power & Light	4400 East Front Street		\$308	\$308	\$308	\$308
Kansas City Power & Light	8700 Hawthorn		\$308	\$308	\$308	\$308
Kansas City Railcar Service	****		---	---	---	---
Laminate Works Inc.	****		---	---	---	---
Land O'Lakes Purina Feed LLC	725 North Olive		\$308	\$308	\$308	\$308
Les Mendelson	2501 Riverfront Road		\$308	\$308	\$308	\$308
Liquid Transport Corp.	****		---	---	---	---
Lite Weight Products	****		---	---	---	---
McFarland-Cascade	6680 St. John Ave.		\$308	\$308	\$308	\$308
Metro Park Warehouse	6901 Stillwell		\$402	\$402	\$402	\$402
Mid-America Car	1523 North Monroe		\$308	\$308	\$308	\$308
Midwest Cold Storage	1101 South 5 th St.		\$308	\$308	\$308	\$308
Paramount Liquor Co.	5900 Equitable		\$308	\$308	\$308	\$308
Progress Rail Service	5600 Stillwell		\$308	\$308	\$308	\$308
Paper Stock Dealers	922 Wyoming		\$308	\$308	\$308	\$308
PQ Corp	****		---	---	---	---
Pulse Logistics	3900 Empire Rd.		\$308	\$308	\$308	\$308
Quality Carriers (dba Transplastics)	6800 St. John		\$525	\$525	\$525	\$525

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

TYPE OF SWITCH: RECIPROCAL (+)**SECTION: 3 ITEM 310** (continued)

STATION: KANSAS CITY, MO-KS	Street Address	Note	SWITCHING CHARGE IN DOLLARS PER CAR			
			BNSF	CPRS	NS	UP
Siemens Westinghouse	4140 Front Street		\$308	\$308	\$308	\$308
Smorgan Steel Grinding	****		---	---	---	---
Steel Ventures LLC	****		---	---	---	---
Teague Lumber Company	6800 St. John		\$308	\$308	\$308	\$308
Temple Island Inc.	****		---	---	---	---
Total Distribution	****		---	---	---	---
Wagner Industries, Inc.	1501 Southern Road		\$308	\$308	\$308	\$308
Warehouse	4700 Deramus Rd.		\$308	\$308	\$308	\$308
Warehouse (ex Food Barn)	855 South 14 th		\$308	\$308	\$308	\$308
Warehouse (ex Food Barn)	1243 Argentine		\$308	\$308	\$308	\$308

Note 1: Reciprocal switching on Coal will be \$308 per car, applicable on 10 cars or less received at one time on one bill of lading; \$275.00 per car applicable on 11 to 30 cars (maximum) received at one time on one bill of lading. KCS will not accept more than thirty (30) cars in any twenty-four (24) hour period.

Note 2: Grain, as described in STCC 6001-Series and starting with 01- or 20-, between industries referred hereto and interchange with other carriers, the charge will be \$200 per car for interchange with BNSF; and for interchange with CPRS, NS or UP, the charge will be \$300 per car.

****Effective 3/1/06 Industry served by the Kansas City Transportation Company (KCTL).

TYPE OF SWITCH: RECIPROCAL (+)**SECTION: 3 ITEM 340**

STATION: MONROE, LA			SWITCHING CHARGE IN DOLLARS PER CAR
Company Name	Street Address	Note	UP
Berry Plastics	4611 Central Ave.		\$189
Gulf South Warehouse	4600 Central Ave.		\$189
Texas Industries, Inc.	4919 Construction Ave.		\$189

SECTION: 3 ITEM 345

STATION: MOSSVILLE, LA			SWITCHING CHARGE IN DOLLARS PER CAR
Company Name	Street Address	Note	UP
Sasol Chemicals (USA)LLC	3601 Old Spanish Trail		\$350

SECTION: 3 ITEM 350

STATION: NEOSHO, MO			SWITCHING CHARGE IN DOLLARS PER CAR
Company Name	Street Address	Note	BNSF
MFA	11878 Lime Kiln Road		\$320
Ozark Terminal	Hwy 60 North 2 Miles		\$320

TYPE OF SWITCH: RECIPROCAL (+)

SECTION: 3 ITEM 370

STATION: PORT ARTHUR, TX		SWITCHING CHARGE IN DOLLARS PER CAR	
Company Name	Street Address	Note	UP
Chevron Products	West End of Seventh St. (Gate 1)		\$365
Gulf Maritime Warehouse	200 Houston Ave.		\$365
Port Iron & Supply	300 West Seventh St.		\$365
Port of Port Arthur	100 West Lakeshore	1	\$365

Note 1: Reciprocal switching is not available if more than nineteen (19) loaded cars of a single commodity are tendered to KCS at a customer location or in interchange at the same time. Instead, KCS linehaul rates will apply to movements of twenty (20) or more cars of a single commodity tendered to KCS at the same time.

SECTION: 3 ITEM 375

STATION: SAUGET, IL (via E. St. Louis, IL)			SWITCHING CHARGE IN DOLLARS PER CAR			
Company Name	Street Address	Note	BNSF	CSXT	NS	UP
Afton Chemical	501 Monsanto Ave	1	\$353	\$459 [I]	\$459 [I]	\$353
Big River Zinc Corp.	2401 Mississippi Ave	1	\$353	\$459 [I]	\$459 [I]	\$353
Cahokia Marine Service	2 Monsanto Ave	1	\$353	\$459 [I]	\$459 [I]	\$353

Note 1: Except as otherwise provided, when KCS' Reciprocal Switching Charge is absorbed in whole or in part by a linehaul carrier, and interchange between KCS and the linehaul carrier is effected by an intermediate carrier, applicable tariff charges assessed by the intermediate carrier for the switch movement of a loaded freight car from or to the connecting carrier or for the return of an empty to the linehaul carrier will be in addition to KCS' Reciprocal Switching Charge.

TYPE OF SWITCH: RECIPROCAL (+)**SECTION: 3 ITEM 380**

STATION: SHREVEPORT, LA		SWITCHING CHARGE IN DOLLARS PER CAR	
Company Name	Street Address	Note	UP
Allen Millwork	6505 St. Vincent Ave.		\$350
Arkla Chemical (Div. of Arkansas-Louisiana Gas Co.)	Texas Avenue		\$350
Binswanger & Co.	451 West 61 st St.		\$350
Builders Supply Company, Inc.	1400 Marshall St.		\$350
City of Bossier City	1375 Hamilton Rd.		\$350
Custom – Built Cabinet & Supply	6000 Union Avenue		\$350
General Electric Supply Co.	6001 Union Avenue		\$350
Gym Dandy	415 Hamilton Road		\$350
Kerr-McGee Co.	600 Hamilton Road		\$350
Land O Lakes	223 West 63 rd St.		\$350
PPG Industries Inc.	525 Cotton St.		\$350
Sears, Roebuck & Co.	6021 Linwood Ave.		\$350
Southwestern Electric Power Co.	6130 Union Ave.		\$350
The Times	222 Lake Street		\$350

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

TYPE OF SWITCH: RECIPROCAL (+)**SECTION: 3 ITEM 400**

STATION: TEXARKANA, AR – TX		SWITCHING CHARGE IN DOLLARS PER CAR	
Company Name	Street Address	Note	UP
Commercial Storage	432 Richmond Rd.		\$189
Miller-Bowie	1007 West 3 rd		\$189
Tronox, Inc.	2513 Buchanan Rd.		\$189

SECTION: 3 ITEM 410

STATION: TUPELO, MS		SWITCHING CHARGE IN DOLLARS PER CAR	
Company Name	Street Address	Note	BNSF
Agrium US	Park Lake Road		\$286
Cooper Tire & Rubber	1804 S. Green Street		\$286
Sunshine Mill	2103 S. Gloster		\$286

SECTION: 3 ITEM 420

STATION: TUSCALOOSA, AL		SWITCHING CHARGE IN DOLLARS PER CAR	
Company Name	Street Address	Note	NS
Friday Lumber Co. Inc.	1920 Culver Road		\$500
GAF – Elk Corp.	4600 Stillman Blvd.		\$650 [I]
Hunt Refining Co. Inc.	1855 Fairlawn Road		\$975 [I]
Industrial Warehouse Services	502 Bearcreek Cutoff Road		\$500
KMG-Bernuth Inc.	2901 3 rd Street		\$650 [I]
Peco Foods, Inc.	3701 Kauloosa Road		\$500
Uniroyal Goodrich Tire	5101 21 st Street		\$650 [I]

SECTION 4
INTER-TERMINAL
SWITCHING

TYPE OF SWITCH: INTER-TERMINAL

SECTION: 4 ITEM 510

STATION:	PER CAR CHARGE
ALL STATIONS (EXCEPT AS OTHERWISE SHOWN)	\$515

SECTION: 4 ITEM 520

STATION: BATON ROUGE, LA		SWITCHING CHARGE IN DOLLARS PER CAR
Company Name	Street Address	
	Note	
Agway Systems, Inc.	RR5	\$745
Bayou Coatings, LLC	12710 Leisure Road	\$745
Deltech, Inc.	11911 Scenic Highway	\$745
Carmeuse Lime	12797 Scenic Highway	\$745
Exide Technologies	2400 Brooklawn Drive	\$745
Exxon-Mobil	12875 Scenic Highway	\$745
Exxon-Mobil/Plastics Plant	11675 Scotland Ave.	\$745
Exxon-Mobil/Resins Plant	12480 Scenic Highway	\$745
Greater Port of Baton Rouge Barge Terminal	RR5	\$745
Oxbow Calcining LLC	2200 Brooklawn Drive	\$745
Clean Harbors Environmental Services	13351 Scenic Highway	\$745
Stupp Corporation	12555 Ronaldson Road	\$745

Charge is in dollars per car and applies to cars billed to and from the industries listed above.

*Industries not listed are subject to charge in Item 510-SERIES.

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

SECTION 5
INTRA-TERMINAL
SWITCHING

TYPE OF SWITCH: INTRA-TERMINAL**SECTION: 5 ITEM 600**

STATION:	NOTE	PER CAR CHARGE
ALL STATIONS	1	\$515

Note 1: A charge of \$20.00 per car will be assessed in addition to the regular Intra-terminal switch charge on cars billed BETWEEN Agway Systems, Inc., Greater Port of Baton Rouge Barge Terminal AND other industries within Baton Rouge, LA switching terminal.

SECTION 6
INTRA-PLANT
SWITCHING

TYPE OF SWITCH: INTRA-PLANT**SECTION: 6 ITEM 700**

STATION:	PER CAR CHARGE
ALL KCS STATIONS The charge in this item applies to all stations	\$210

SECTION 7

INTERMEDIATE AND MISCELLANEOUS

SWITCHING CHARGES

TYPE OF SWITCH: MISCELLANEOUS CHARGES

SECTION: 7 ITEM 800

STATION:	PER CAR CHARGE
INTERMEDIATE SWITCH CHARGE – ALL LOCATIONS	\$515

SECTION: 7 ITEM 810

STATION: KANSAS CITY, MO-KS	PER CAR CHARGE
Applies on switching of Locomotives, dead on own wheels, BETWEEN Industries, Tracks, Switches AND Mid-America Car Shop, 1523 North Monroe.	\$250 (Charge is per locomotive and will be assessed on the inbound and outbound move.)

SECTION: 7 ITEM 830

STATION: KANSAS CITY, MO-KS	PER CAR CHARGE
Applies on switching of empty privately-owned or railroad-owned cars switched BETWEEN Industries, Tracks, Switches AND Mid-America Car Shop, 1523 North Monroe.	\$100 (Covers one (1) to nineteen (19) cars switched at one time, and applies on both the inbound and outbound move.)

SECTION: 7 ITEM 840

STATION: KANSAS CITY, MO-KS	PER CAR CHARGE
Applies on switching of empty privately-owned or railroad-owned cars switched BETWEEN Industries, Tracks, Switches AND Mid America Car, 1523 North Monroe.	\$90 (Covers twenty (20) or more cars switched at one time, and applies on both the inbound and outbound move.)

SECTION: 7 ITEM 850

STATION: LAREDO, TX	PER CAR CHARGE
Applies on cars switched between KCS and KCSM requiring subsequent switch.	\$515

TYPE OF SWITCH: MISCELLANEOUS CHARGES**SECTION: 7 ITEM 860****CAR SWITCHING AND SPILL MITIGATION DUE TO NON ACCIDENT RELEASE (NAR) OF LADING**

Non Accident Release (NAR) is defined as an unintentional lading release of either a hazardous or non-hazardous material while in possession of KCS or on the property of a KCS-affiliated company (i.e., The Texas Mexican Railway Company, Gateway Eastern Railway Company or Kansas City Southern de Mexico, S.A. de C.V.) which results from an act or an omission of a shipper or the party loading the shipper's freight (such as a transloader or terminal operator), including but not limited to, failure to properly secure valves and/or fittings, failed closures and/or pressure relief devices, or overloaded containers. For purposes of this Item 860, a hazardous material "HazMat" means a hazardous material or its residue as defined by the U.S. Department of Transportation in 49 C.F.R. Parts 171 through 180 or otherwise pursuant to 49 U.S.C. §5103.

KCS will assess a minimum "Car Switching and Spill Mitigation Charge" to the shipper identified on the waybill, for each NAR incident described below:

- **\$10,000.00** for the first car NAR containing HazMat, \$15,000.00 for the second car NAR containing HazMat, and \$20,000.00 for the third and further subsequent car NAR's containing HazMat in a rolling twelve-month period that ends on the date of the current NAR.
- **\$4,500.00** per car, per NAR, for each car containing a non-hazardous lading or its residue. Non-hazardous lading is defined as any commodity not defined as a hazardous material or its residue as defined by the U.S. Department of Transportation in 49 C.F.R. Parts 171 through 180 or otherwise pursuant to 49 U.S.C. §5103.
- **\$2,500.00** per car, for each car containing HazMat with improperly secured or open closures (fittings, plugs, valves, manways) presenting the potential for a NAR but not yet releasing lading.

The shipper, as identified on the waybill, shall also be responsible for all expenses incurred by the carrier where such expenses result from an act or an omission of the shipper or the party loading the shipper's freight that causes an NAR and such expenses exceed the applicable "Car Switching and Spill Mitigation Charge." These expenses shall be in addition to the aforementioned "Car Switching and Spill Mitigation Charge" and include but are not limited to expenses associated with emergency response, environmental mitigation, site cleanup, waste disposal, personal injury, exposure, evacuation, regulatory penalties, litigation, lading transfer, and long term environmental investigation and remediation. When the shipper identified on the waybill is a third party, acting as an agent, the agent's principal will be considered the shipper of record and will be subject to the "Car Switching and Spill Mitigation Charge" and expenses as described in this paragraph.

If possible and practical, KCS, upon notification of a NAR, will advise the shipper of incident details and will allow the shipper the opportunity to assist in the spill mitigation, provided their responders are qualified with all applicable railroad safety rules. Cause determination of the NAR will be performed by KCS, and documentation will be made available to the shipper upon their request.

These charges apply to all Non Accident Releases of lading, regardless of commodity type, commodity hazard or the lack thereof, and apply to all rail car equipment or lading packages contained within, i.e., tank car, hopper car, box car, gondola car, platform car, refrigerated unit, intermodal tank, intermodal container, tote, drum, bag, box, pail, etc..

The switching of a leaking car involved in a NAR will be at the discretion of KCS' Transportation Officer controlling the involved location at the time of the NAR. The shipper remains further obligated under provisions contained in KCS Rules Publication KCS 9012-Series or KCS 9011-Series, such supplements thereto and successive issues thereof. The "Car Switching and Spill Mitigation Charge" for a NAR will be in addition to any other involved chargeable services performed in connection with such car(s).

SECTION 8
DOCKAGE RULES
AND
CHARGES

PORT TERMINAL CHARGES

SECTION: 8 ITEM 900

DOCKAGE RULES : KCS DOCKS AT PORT ARTHUR, TX	
APPLICATION OF RATES ON FREIGHT IN TANK CARS	Rates published in Agency or Individual Lines Tariffs on shipments in tank cars do not include the service or cost of pumping between cars or ships or storage tanks.

SECTION: 8 ITEM 910

DOCKAGE RULES : KCS DOCKS AT PORT ARTHUR, TX	
CHARGES, WHERE PAYABLE	All wharfage, loading, unloading or special charges are contracted to be paid and are due and payable at headquarters of Kansas City Southern, P O Box 219335, Kansas City, MO, 64121-9335 (Attn. Auditor of Revenues).

SECTION: 8 ITEM 920

DOCKAGE RULES : KCS DOCKS AT PORT ARTHUR, TX	
DAMAGING WHARVES, APRONS OR PIERS	Vessels and their agents will be held responsible for all damage to piers, aprons or wharves caused by vessels docking or discharging heavy articles or stacking excessive tonnage upon same without written authority of Kansas City Southern.

SECTION: 8 ITEM 930

DOCKAGE RULES : KCS DOCKS AT PORT ARTHUR, TX	
DEFINITION OF BARGES, VESSELS AND WHARVES	<p><u>Barges:</u> Includes vessels, whether self-propelled or not, public and private, ordinarily operated on rivers, lakes, canals and other inland waterways, employed in any maritime service, task, venture, voyage or mission, commercial or non-commercial of a private or public nature. Other types designed for use in movement on the high seas will be defined as vessels.</p> <p><u>Vessels:</u> Includes any ship, tug, towboat, packet, barge, lighter or other water craft, whether self-propelled or not, designed for use in movement on the high seas.</p> <p><u>Wharves:</u> Includes any wharf, dock, pier or other similar property owned or operated by Kansas City Southern, including such property under lease or license to other companies.</p>

PORT TERMINAL CHARGES**SECTION: 8 ITEM 940**

DOCKAGE RULES : KCS DOCKS AT PORT ARTHUR, TX	
FIRE, EXPLOSION OR STORM INSURANCE	The dockage charges provided herein do not include any expense for Fire, Explosion or Storm Insurance covering owner's interest in the property, nor will such insurance be provided by Kansas City Southern.

SECTION: 8 ITEM 950

DOCKAGE RULES : KCS DOCKS AT PORT ARTHUR, TX	
LOADING OF CARS	Shipments of freight imported through Kansas City Southern Docks at Port Arthur, TX may be loaded into cars by importer(s) if importer(s) so desires. Kansas City Southern will reimburse importer(s) the loading charges for the service, but not in excess of the amount Kansas City Southern would have to pay for the same service published by the Board of Commissioners, Port of Port Arthur, TX Tariff.

SECTION: 8 ITEM 960

DOCKAGE RULES : KCS DOCKS AT PORT ARTHUR, TX	
OVERLOADED OR IMPROPERLY LOADED CARS	Cars offered for movement under the provisions of this Section must be loaded in accordance with rules and specifications of the Master Car Builders Association. If not, cars will not be accepted.

SECTION: 8 ITEM 970

DOCKAGE RULES : KCS DOCKS AT PORT ARTHUR, TX	
RESPONSIBILITY FOR WHARFAGE	On inbound and outbound shipments handled over the wharf or pier, or on shipments handled direct between barges or vessels, and vessels that are berthed at a wharf or pier of Kansas City Southern Docks, the 'ship' will be held responsible for wharfage charges. These charges must be prepaid, or satisfactory provisions made for the payment, before the transfer of any property may be made from the wharves or piers, or from barges or vessels on to a vessel.

PORT TERMINAL CHARGES**SECTION: 8 ITEM 980**

DOCKAGE RULES : KCS DOCKS AT PORT ARTHUR, TX	
RISK OF OWNERS AND STORAGE ARRANGEMENTS	Inbound freight placed on the wharves shall not be deemed to be in the custody or possession of Kansas City Southern unless and until receipted for on switch or line haul bills of lading. Without such receipt, or if freight is not removed by owner within thirty-six (36) hours, railroad reserves the right to have the freight removed from the wharves and stored in a public or private warehouse at the expense and risk of the owner. After freight has been stored, railroad's responsibility shall cease but the freight shall remain subject to railroad's lien for its charges and expenses.

SECTION: 8 ITEM 990

DOCKAGE RULES : KCS DOCKS AT PORT ARTHUR, TX	
STAKING OF OPEN CARS	When open cars are used, either at request of shipper or when the character of freight necessitates, the staking of such cars or securing the loads will be the responsibility of and at the expense of shipper.

PORT TERMINAL CHARGES

SECTION: 8 ITEM 995

DOCKAGE RULES : KCS DOCKS AT PORT ARTHUR, TX		
DOCKAGE CHARGES	The provisions of this item will not apply to Barges or Vessels using wharves at Pabtex or wharves under lease to Great Lakes Carbon Corporation.	
<p>Barges and/or vessels tied up at wharves (all defined in item 930), or made fast to a vessel so berthed that they do not discharge or load inbound or outbound cargo over the wharves of Kansas City Southern, also on all barges or vessels using the wharves for discharging or loading cargo, will be subject to dockage charges shown below:</p> <p>The charge is to be assessed during the time the vessel is tied up to the wharf regardless of whether working or not, and will also apply to vessels fitting up at the wharves for loading or vessels lying at the wharves awaiting a berth.</p> <p>The owners or agents of barges and/or vessels will be held responsible for the payment of charges provided herein, and must be either prepaid or arrangements satisfactory to Kansas City Southern made for payment. Except as otherwise provided, charges will be on the length overall (L.O.A.) in feet shown in Lloyd’s Register of Shipping, and will be on the following basis:</p>		
OVERALL LENGTH IN FEET OF BARGES AND/OR VESSEL		
OVER	NOT OVER	RATE PER FOOT PER CALENDAR DAY (Subject to Note 1)
0	199	\$2.73
200	399	\$3.58
400	499	\$5.08
500	599	\$6.83
600	699	\$7.82
700	799	\$10.08
800	899	\$12.12
900 & OVER		\$14.51

Note 1: Rates apply per calendar day or any fractional part thereof of any calendar day will constitute one (1) day for the purpose of computing charges.

SECTION: 8 ITEM 996

DOCKAGE RULES : KCS DOCKS AT PORT ARTHUR, TX	
WHARFAGE CHARGES AND USAGE AT PABFAC TERMINAL	<p>A charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto or under wharves, or between vessels (to or from barge, lighter or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service:</p> <p>Dry Bulk \$1.65 m/t</p> <p>A charge assessed against a vessel for loading or discharging cargo and utilizing wharf sheds and/or wharf for the assembly or distribution of cargo:</p> <p>\$2,000 per ship</p>

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

SECTION 9
WEIGHING RULES
AND
CHARGES

WEIGHING

SECTION: 9 ITEM 1000

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
APPLICATION	<p>A. Applicable at all stations on KCS.</p> <p>B. Weighing will be performed where requested, provided it is practicable to do so and scales are available.</p> <p>C. Request for weighing must be provided with billing instructions. Once a car has been entrained without weighing instructions, it shall no longer be considered practicable to weigh that car.</p> <p>D. Weighing charges will be assessed against the party requesting the weight.</p>

SECTION: 9 ITEM 1010

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
CERTIFICATION OF SCALES	<p>Scales operated under this tariff must conform to the requirements of the Association of American Railroads Scale Handbook.</p>

SECTION: 9 ITEM 1020

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
ASCERTAINMENT OF WEIGHTS	<p>When scale weights are used for the assessment of freight charges, weighing will be performed by KCS or its agent.</p>

SECTION: 9 ITEM 1030

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
CAR PLACEMENT FOR WEIGHING	<p>When cars are placed for weighing:</p> <p>A. Cars may be weighed at rest when</p> <ol style="list-style-type: none"> 1. Uncoupled and free at both ends or, 2. Coupled at one end and free at the other end. <p>B. Cars may be weighed in motion, coupled or uncoupled, only upon a weighing system designed for weighing in this manner.</p>

WEIGHING

SECTION: 9 ITEM 1040

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
TARE WEIGHTS	<p>When the actual tare weight of a car has been determined, it shall be used to determine the net weight in lieu of the marked tare, subject to the following:</p> <ul style="list-style-type: none"> A. Immediately before loading, all previous lading, packing or debris is to be removed. On scrap metals (STCC 40-211) loaded in open gondola cars, this provision does not have to be met. B. Immediately after unloading, all previous lading, packing or debris is to be removed. On scrap metals (STCC 40-211) loaded in gondola cars, only the lading must be removed.

SECTION: 9 ITEM 1050

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
REWEIGHING	KCS will reweigh cars, when it is practicable and scales are available.

SECTION: 9 ITEM 1060

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
NOTIFICATION OF AND REQUEST FOR WEIGHTS USED FOR BILLING	Weights (gross, tare and net) used for billing purposes will be furnished, without charge, to parties named on the billing instructions.

SECTION: 9 ITEM 1070

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
SHIPMENTS MOVING ON PER CAR CHARGES	When weights are requested on shipments that are rated on a “per car” basis, such weights will be furnished at the appropriate charge. In the event the authority for the line-haul charge is contained in a private document (contract, exempt quotation or any other non-public document), it will be the responsibility of the party requesting the weight to determine from the freight payer if the shipment is moving under a private per car charge. In the event subject freight moves on a per car charge, party requesting weights will pay applicable weighing charge.

WEIGHING**SECTION: 9 ITEM 1080**

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
INFORMATION TO BE SHOWN ON SCALE WEIGHT CERTIFICATE	<p>A record will be kept on the scale weight certificate showing the following:</p> <ul style="list-style-type: none"> A. Date and time of weighing. B. Condition of the weather. C. Weighed at rest or in motion. D. Coupled at one end, coupled at both ends or uncoupled.

SECTION: 9 ITEM 1090

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
INFORMATION TO BE SHOWN ON SHIPPING DOCUMENT	<p>The shipping documents will contain the following:</p> <ul style="list-style-type: none"> A. For track scale weights. <ul style="list-style-type: none"> 1. Station at which car is weighed. 2. Gross, actual tare (specify when used) or marked tare and net weight. 3. Railroad scale, tariff or agreement weight. B. For average weights, the correct gross weight.

WEIGHING

SECTION: 9 ITEM 1100

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
TOLERANCE	Tolerance is the difference in weights due to variation in scales or weighing.

SECTION: 9 ITEM 1110

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
ALLOWABLE TOLERANCE	<p>A. Allowable tolerance will be:</p> <ol style="list-style-type: none"> 1. On loaded cars: two percent (2%) on cars having a gross capacity of 263,000 pounds or less; one percent (1%) on cars having a gross capacity of 286,000 pounds; zero percent (0%) on cars containing hazardous material. 2. On empty cars, other than tank cars, 1,000 pounds. <p>B. Tolerance will not apply on:</p> <ol style="list-style-type: none"> 1. Empty tank cars. 2. Loaded cars moving underweight agreement, excluding cars on which track scale weights are used to compute line-haul transportation charges.

WEIGHING

SECTION: 9 ITEM 1120

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
WEIGHING AT NO CHARGE	<p>Assessment of charges for weighing will not be made under the following conditions:</p> <ul style="list-style-type: none"> A. When weights are used for the assessment of freight charges. B. When a consignor or consignee requests reweighing of a car containing a commodity which is not subject to shrinkage from its inherent nature and such reweighing discloses an error in the billed weight of more than the allowable tolerance. C. On commodities subject to shrinkage, billed weights will not be changed, unless obvious error is discovered in which case each situation will be dealt with on its own merits. D. When a consignee or consignor requests the weighing of an empty car and such weighing discloses an error in the marked tare weight in excess of the allowable tolerance. E. When a consignor or consignee requests the weighing at destination of both the loaded and empty car and the net weight thus obtained exceeds the previous net weight by an amount in excess of the allowable tolerance. F. When weighed in motion <u>on privately-owned scales</u> subject to the following: <ul style="list-style-type: none"> 1. Cars must remain coupled during weighing. 2. Movement of cars to or from the scales must be made over trackage normally used for the placement of loaded cars or removal of empty cars in connection with line-haul service or intra-plant, intra-terminal or inter-terminal switching service. 3. Instructions will not be accepted to weigh cars by specific car number. 4. KCS will not maintain records of cars weighed

SECTION: 9 ITEM 1130

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
WEIGHING PERFORMED BY KCS AS A SWITCH LINE	<p>The charge for weighing performed by KCS as a reciprocal switching railroad not participating in the line-haul rate will be assumed by the line-haul carrier, subject to the following:</p> <p>The line-haul carrier must request KCS to weigh car(s)</p> <ul style="list-style-type: none"> 1. For the assessment of freight charges, or 2. When consignor or consignee has made a request of the line-haul carrier to weigh car(s) for the purpose of determining tolerance and the weighing results in a change in the assessed freight charge.

WEIGHING

SECTION: 9 ITEM 1140

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
WEIGHT AGREEMENTS	<p>Consignor's or Consignee's weights will be accepted as follows:</p> <ul style="list-style-type: none"> A. Provided they are authorized, in writing, by carrier or other railroads participating in the line-haul movement. B. Provided they are designated in the prescribed manner on the shipping document or weight certificate. C. Carrier may adjust freight charges in the event actual weight disclosed an error in the billed weight on cars moving under weight agreements. D. Carrier may issue undercharges resulting from certification of incorrect weights or improper descriptions. E. On shipments covered by origin or destination weight agreements: <ul style="list-style-type: none"> 1. Consignor or Consignee must furnish weight(s) to KCS (see Note) on: <ul style="list-style-type: none"> (a) Cars subject to demurrage, by 7:00 AM on the second day following the day the car is released from demurrage. (b) Cars not subject to demurrage, by 7:00 AM on the second day following the day the car is released empty or by the fifth day following actual placement, whichever date is earlier. 2. In the event the weight is not furnished in accordance with Paragraphs 1(a) or 1(b), the charge will be \$50.00 for each twenty-four hour period or fraction thereof.

Note: Weights may be furnished by calling KCS Customer Service Center (1-800-468-6527), by Fax Message (816-983-1555) or electronically via EDI 440 Message.

WEIGHING

SECTION: 9 ITEM 1150

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
WEIGHING CHARGES	<p>Charges and provisions within this item apply for the account of KCS each time a car is weighed or reweighed, either empty or loaded, at the request of either the consignor or consignee, on private or railway scales, served by KCS.</p> <p>When a car is weighed or reweighed, either empty or loaded, at the request of either the consignor or consignee, and the weights are NOT used for the assessment of freight charges, the following charges will be assessed against the party requesting the weigh each time the car is weighed:</p> <ol style="list-style-type: none"> 1. \$160 per car when weighed on private scale. (Note 1) 2. \$265 per car when weighed on KCS scale. (Note 1) <p>Note 1:</p> <p>(A) Applies when scale is located on tracks traversed for placement or removal of car, and/or no additional switching is required to spot the car for weighing.</p> <p>When scale is not located on tracks traversed for placement or removal of car and/or additional switching is required to spot the car for weighing, one (1) intra-plant and/or intra-terminal switch charge, applicable at the terminal where service is performed, will be assessed in addition to the weighing charge, and covers movement of car to the scale and from the scale.</p> <p>(B) If scale is not located within the switching limits at origin or destination and transportation to, from, or via the scale requires a back or out-of-line haul, the following charges will be assessed for the mileage traversed to and from the scale, in addition to the weighing charge.</p> <p style="margin-left: 40px;">1 - 50 miles = \$500 51 - 500 miles = \$1,000 501 - 1,000 miles = \$1,500 1,001 - 1,500 miles = \$2,000</p>

WEIGHING

SECTION: 9 ITEM 1160

CHARGES AND RULES GOVERNING WEIGHING AND REWEIGHING	
SCALE TESTING AND RATE SCHEDULE	The following charges shall apply when service is rendered during testing of equipment, except where a special agreement for service may exist.
1. Regular Annual Scheduled Test	2. Unscheduled and/or Emergency Test
<p>a. A regular annual scheduled test is a required test to be performed once a year to certify a customer scale for commercial transaction. The test must be performed at an interval not to exceed one year from the last regular annual scheduled test date, but may be performed within forty-five (45) days prior to the expiration of the one year interval.</p> <p>b. The fee for track scale testing for static and motion scales made within the regular annual itinerary will be as follows, subject to following additional charges:</p> <ul style="list-style-type: none"> i. Number of scales tested at one location: <ul style="list-style-type: none"> 1. 1 Scale - \$1700 2. 2 Scales - \$1900 3. 3 Scales - \$2100 4. 4 Scales - \$2300 5. 5 Scales - \$2500 ii. In the case of in-motion testing involving the use of a special switch, cost per 8 hours or less will be \$2560. Any time over 8 hours will be at a rate of \$295 per hour or fraction thereof. iii. Test car holding fee of \$200 per day, or fraction thereof, will be assessed after the first day. iv. An additional charge of \$125 per hour will apply for scale test car and service after initial testing. 	<p>a. An unscheduled and/or emergency test is any test, other than the regular annual scheduled test, that is requested by the shipper – regardless of the shipper’s individual contract or agreement requirements to second parties.</p> <p>b. The fee for track scale testing for static and motion scales made outside the regular annual itinerary will be as follows, subject to following additional charges:</p> <ul style="list-style-type: none"> i. Number of scales tested at one location: <ul style="list-style-type: none"> 1. 1 Scale - \$3200 2. 2 Scales - \$3400 3. 3 Scales - \$3600 4. 4 Scales - \$3800 5. 5 Scales - \$4000 ii. Test car holding fee of \$200 per day, or fraction thereof, will be assessed after the first day. iii. Inspector’s fee of \$350 per day or fraction thereof.

SECTION 10
SPECIAL TRAIN RULES
AND
CHARGES

SPECIAL TRAIN

SECTION: 10 ITEM 1200

CHARGES AND RULES GOVERNING SPECIAL TRAIN	
DEFINITION OF SPECIAL FREIGHT TRAIN SERVICE	<ol style="list-style-type: none"> 1. Special Freight Train Service is defined as a train which is operated on an expedited schedule or under special service or transportation requirements specified by the consignor, consignee or the agent of either at a charge in addition to the applicable class or commodity rates or fares, or a train which is assembled in accordance with instructions given to KCS by a consignor, consignee, or the agent of either. When a Special Freight Train is necessary in order to comply with service or other transportation requirements specified, the charges shown in Item 1220-Series will be applicable, subject to Note 1 of this item. 2. Any dimensional shipment, see Note 2, to move on KCS's track that requires a speed reduction less than the published track speed will be considered Special Freight Train Service, even if Special Freight Train Service is not requested by the consignor, consignee or the agent of either. KCS will advise the inquiring party, during the clearance process or as soon as practical prior to shipment origination, if the shipment requires Special Freight Train Service and charges in addition to normal freight charges.

Note 1. Consignor, consignee, or agent of consignor or consignee, must request Special Train Service (in writing, or by telephone confirmed by letter or FAX) as to each Special Train Movement to be made under this tariff giving KCS all necessary information as to such Special Train Movement, including consist, date and time of movement, routing and any other information and instructions pertinent to such movement, allowing sufficient time for KCS to consummate whatever arrangements may be necessary to facilitate the movement of such train, including the assembly of equipment, personnel and other incidental requirements.

Note 2. A dimensional shipment is any load wider than 10'6" and/or higher than 17'2" and/or longer than the length of a car, excluding double stack intermodal or multi-level auto equipment.

SPECIAL TRAIN

SECTION: 10 ITEM 1210

CHARGES AND RULES GOVERNING SPECIAL TRAIN	
FURNISHING OF SPECIAL FREIGHT TRAIN SERVICE	Upon request as provided in Item 1200-Series and at the convenience of KCS, Special Freight Train Service will be furnished between any two points on KCS, subject to the charges and conditions specified in subsequent items.

SECTION: 10 ITEM 1220

CHARGES AND RULES GOVERNING SPECIAL TRAIN	
CHARGES FOR SPECIAL FREIGHT TRAIN SERVICE	Charges for Special Freight Train Service, as defined in Item 1200-Series, shall be \$120.00 per train mile over the actual distance operated by the special train, subject to a minimum charge of \$18,000.00 . These charges will be in addition to the freight charges on the commodities transported as provided in tariffs lawfully on file. Provisions and charges governing switching at origin, destination or interchange point are published in Item 175-Series, Section 2, of this Tariff.

[A]

SECTION 11

UNIT TRAIN

RULES AND CHARGES

UNIT TRAINS

SECTION: 11 ITEM 1300 [A]

SUBJECT AND APPLICATION	
<p>PURPOSE AND APPLICATION OF UNIT TRAIN RULES</p>	<p>When, after Loading of a Unit Train is completed and prior to its placement for Unloading, movement of the Unit Train is interrupted for reasons subject to the control of KCS's Customer or the Customer's Agent (including, but not limited to, a terminal, loader, or unloader), the interruption impacts the fluidity of KCS's network operations, creates added, unexpected expenses, and may create safety and security issues as a result of holding trains en route, particularly if the trains contain hazardous materials. Examples of such interruptions include delaying the release of the Unit Train from the origin terminal after Loading is completed, or directing that the Unit Train be held at an intermediate point between origin and destination, due to unreadiness of the destination to receive the train, or for other reasons. These fluidity impacts include, but are not limited to, availability of crews, locomotives and track space for movement of shipments of customers other than the Customer who, directly or through its agent, interrupts or delays the Unit Train movements. The purpose of these Unit Train rules, therefore, is to assess charges to the Customer choosing to interrupt the movement of the Unit Train, to enable KCS to take steps to protect safety and security on its network and to protect other customers' business from the burdens of delay caused by interruptions in movement of the Unit Train beyond the control of KCS or its affiliates.</p> <p>This Section contains special provisions, applicable only to KCS Unit Train Service for all bulk commodities.</p> <p>The charges provided in this Section do not apply to and will not accrue during circumstances beyond the reasonable control of the Customer or the Customer's Agents, as reasonably determined by KCS.</p> <p>In the event of a conflict between the terms and conditions of this Section and any applicable contract (including a contract with the Customer or with the Customer's Agent), the terms of the applicable contract will govern to the extent of the conflict.</p>

UNIT TRAINS

SECTION: 11 ITEM 1310 [A]

SUBJECT AND APPLICATION	
ADDITIONAL DEFINITIONS APPLICABLE TO UNIT TRAIN RULES AND CHARGES	<p>CONSIGNEE: The party or person designated on the bill of lading as the entity entitled to receive delivery of the Unit Train from the carrier.</p> <p>CONSIGNOR: The party or person designated on the bill of lading as the entity which has caused the Unit Train to be consigned into transportation.</p> <p>CUSTOMER: The payer of freight.</p> <p>CUSTOMER’S AGENT: Any consignor, consignee, loader, unloader, origin terminal, destination terminal, party to whom a Unit Train is physically delivered or from which a Unit Train is physically received, broker, forwarder or other agent or party (other than KCS) acting on behalf of or taking direction from the payer of freight with regard to movement, interruption or delay in movement of a Unit Train.</p> <p>DEADHEAD MOVE: Removal of a locomotive and crew (without railcars) from a Unit Train, or the placement of a locomotive and crew (without railcars) at the Unit Train Loading, Unloading or any intermediate location between origin and destination.</p> <p>FORWARDING INSTRUCTIONS: A bill of lading, or other suitable instructions, given to authorized personnel of KCS, electronically or in writing, that contains all of the necessary information which allows for the immediate movement of the Unit Train. A bill of lading, or other suitable order, covering car(s) requiring clearance from all carriers in the routing will not constitute “Forwarding Instructions” until clearance is received from all carriers in the routing.</p> <p>HAZARDOUS MATERIAL: Hazardous Material or “Hazmat” means a hazardous material or its residue as defined by the U.S. Department of Transportation in 49 C.F.R. Parts 171 through 180 or otherwise pursuant to 49 U.S.C. §5103.</p> <p>HELD EN ROUTE: When a Unit Trains is held after Release at origin and prior to placement at destination because of any condition attributable to the Customer or Customer’s Agent.</p> <p>KANSAS CITY SOUTHERN: Any one or more of the following - The Kansas City Southern Railway Company, Gateway Eastern Railway Company or The Texas Mexican Railway Company.</p> <p>KCS: Kansas City Southern.</p> <p>KCS AFFILIATE: Kansas City Southern de Mexico, S.A. de C.V.</p> <p>LOADER: Party physically Loading the Unit Train. For the purpose of these Unit Train Rules and Charges, Loader includes any party or person receiving the Unit Train from a rail carrier for Loading.</p> <p>LOADING: The complete or partial loading of a Unit Train in conformity with KCS loading and clearance rules, advice that the Unit Train is available for movement, and the furnishing of Forwarding Instructions.</p> <p>LOADING FREE TIME: (See Item 1320).</p> <p>NOTIFICATION: Notifications by Customer or Customer’s Agent required or permitted under this Section 11 shall be given to the agent of the delivering railroad by telephone or in writing to Csolutions@kcsouthern.com or www.kcsouthern.com.</p>

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

UNIT TRAINS

SECTION: 11 ITEM 1310 (continued) [A]

SUBJECT AND APPLICATION	
<p>ADDITIONAL DEFINITIONS APPLICABLE TO UNIT TRAIN RULES AND CHARGES (continued)</p>	<p>RELEASE: The Notification received from Loader, Unloader, Consignee, or Consignor that Loading or Unloading of a Unit Train has been completed and the Unit Train is available for movement. Notification of release must be preceded or accompanied by Forwarding Instructions, if applicable, along with, from non-credit Customers, payment of any charge due. Unit Trains found at origin to be improperly loaded will not be considered Released until the load has been properly adjusted and clearance has been obtained.</p> <p>UNIT TRAIN: A set of at least fifty (50) connected, consecutive railcars (or such lesser number of railcars as set forth in Customer’s transportation contract), moving under a unit train rate from one origin to one destination. The term “Unit Train” does not apply to intermodal equipment or shipments.</p> <p>UNLOADER: Party physically Unloading the Unit Train. For the purpose of this tariff, Unloader includes any party or person receiving Unit Trains from a rail carrier for Unloading of shipment(s).</p> <p>UNLOADING: The complete unloading of a Unit Train and Notification of Release.</p> <p>UNLOADING FREE TIME: (See Item 1320).</p> <p>WRITTEN REQUEST: Any Written Request by Customer or Customer’s Agent under provisions of this Section 11 must be made to Colutions@kcsouthern.com or www.kcsouthern.com.</p>

SECTION: 11 ITEM 1320 [A] [I]

SUBJECT AND APPLICATION	
<p>ASSET UTILIZATION</p>	<ol style="list-style-type: none"> 1. Absent prior written agreement with the Customer, the Customer’s Agent or the serving carrier (if other than KCS), KCS has no obligation to leave locomotives with the Unit Train for Loading or Unloading and may, at KCS’s sole option, remove the locomotives from the Unit Train upon placement of the Unit Train at Loading or Unloading location. If the locomotives are removed from the Unit Train upon placement of the Unit Train at the Loading or Unloading facility, either at KCS’s initiative or at the Written Request of the Customer or Customer’s Agent, removal and return of the locomotives will not incur a Deadhead Move charge. (See Item 1330.) 2. If the locomotives remain with the Unit Train at the origin, there will be no charge to the Customer for use of the locomotives in Loading the Unit Train during the first 24 hours (or a different period defined in the contract of the Customer or Customer’s Agent) following the placement of the Unit Train by the serving carrier (“Loading Free Time”). 3. If the locomotives remain with the Unit Train at the destination, there will be no charge to the Customer for use of the locomotives in Unloading the Unit Train during the first 24 hours (or a different period defined in the contract of the Customer or Customer’s Agent) following the placement of the Unit Train by the serving carrier (“Unloading Free Time”). 4. If the locomotives remain with the Unit Train at the Loading or Unloading location and the Customer or Customer’s Agent performing the Loading or Unloading does not Release the Unit Train with the locomotives to KCS or the serving carrier within the Loading Free Time or Unloading Free Time, as applicable, the Customer will be charged an Asset Utilization Charge of Two Hundred and no/100 Dollars (\$200.00) per locomotive for every hour (or fraction of an hour) that a locomotive is held at the Loading or Unloading location beyond the expiration of the Loading Free Time or Unloading Free Time. The Asset Utilization Charge will continue to accrue until the Unit Train is Released, unless at the Customer’s Written Request KCS is able to provide a Deadhead Move of the locomotives on the Unit Train.

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

UNIT TRAINS

SECTION: 11 ITEM 1320 (continued) [A] [I]

SUBJECT AND APPLICATION	
<p>ASSET UTILIZATION (continued)</p>	<p>5. To avoid or limit Asset Utilization Charges after the Unit Train has been placed at the Loading or Unloading location, the Customer or the Customer’s Agent may submit a Written Request that KCS provide Deadhead Moves to remove the locomotive(s) from the Unit Train and to return them when the train is ready for movement. If such Written Request is delivered to KCS at least four (4) hours prior to the cessation of Loading Free Time or Unloading Free Time, Asset Utilization Charges will not begin to accrue at the expiration of Loading Free Time or Unloading Free Time, as applicable, unless the actions of the Customer or the Customer’s Agent delays or prevents KCS or the serving carrier from removing the locomotive(s) from the Loading or Unloading facility.*</p> <p>6. No Loading or Unloading Free Time will be allowed following return of locomotives to the Loading or Unloading location. Asset Utilization Charges will begin to accrue at the beginning of the next hour immediately following placement of locomotives returned to the Unit Train Loading or Unloading location if the Unit Train is not Released before that time.</p> <p>*NOTE: At some Loading and Unloading locations, it may take between one (1) and four (4) days for KCS to return the locomotives to the Unit Train following receipt of the Customer’s Written Request to do so, depending on the location of the facility and the availability of crews and locomotives of KCS or the carrier serving or switching the facility. The Customer should consult the KCS Customer Service Center at Customer_solutions@kcsouthern.com or 800-GO-TO-KCS (468-6527) to ascertain when such delays might be expected.</p>

UNIT TRAINS

SECTION: 11 ITEM 1330 [A] [I]

SUBJECT AND APPLICATION	
DEADHEAD MOVES	<p>If, at the Customer's Written Request made other than concurrently with first placing the Unit Train at the Loading or Unloading location, KCS removes the locomotives from the Unit Train at Loading or Unloading location or, at the Customer's Written Request removes the locomotives at a en route location at which the Customer or a Customer's Agent has asked that the Unit Train be held for reasons within the reasonable control of the Customer or a Customer's Agent, a charge of Three thousand and no/100 Dollars (\$3,000.00) will be assessed for picking up the locomotives, and a charge of Three thousand and no/100 Dollars (\$3,000.00) will be assessed when KCS returns the locomotive(s) to the Unit Train at the Loading or Unloading or en route location. These charges are in addition to any Asset Utilization Charge that may have accrued.</p> <p>No Loading or Unloading Free Time will be allowed following return of locomotives to the Loading or Unloading location following a Deadhead Move. Asset Utilization Charges will begin to accrue at the beginning of the next hour immediately following placement of locomotives returned to the Unit Train Loading or Unloading location or en route location at which the Customer requested a Deadhead Move if the Unit Train is not Released before that time.</p>

SECTION: 11 ITEM 1340 [A] [I]

SUBJECT AND APPLICATION	
HOLDING A UNIT TRAIN EN-ROUTE	<p>If a Unit Train is held at the Written Request of the Customer or the Customer's Agent at a location between the Loading location and the Unloading location, or KCS is required, due to actions or omissions of the Customer or the Customer's Agent (including, but not limited to, inadequate space at destination to deliver the Unit Train), to hold a Unit Train on KCS track, and KCS has available track space and is able to hold the Unit Train on KCS track while complying with applicable legal requirements, the Customer will be assessed the following En Route Delay Charges:</p> <ul style="list-style-type: none"> ➤ \$600 for every hour (or fraction of an hour) that a Unit Train which is loaded with a non-Hazmat, or that is returning empty for Loading following Unloading of non-Hazmat for the same Customer, is held OR ➤ \$1800 for every hour (or fraction of an hour) that a Unit Train that is loaded with any Hazmat, or that is returning empty for Loading following Unloading of Hazmat for the same Customer, is held. <p>Held En Route Charges will continue to accrue so long as the locomotives remain with the Unit Train until the movement of the Unit Train to its billed destination is no longer being delayed due to the request or actions of the Customer or the Customer's Agent.</p> <p>Any Written Request for a train to be Held En Route must be submitted to KCS by the Customer or the Customer's Agent. Submission of such a Written Request constitutes the Customer's agreement to pay the charges applicable under this Item.</p>

EXPLANATION OF ABBREVIATIONS USED IN THIS TARIFF		EXPLANATION OF REFERENCE MARKS USED IN THIS TARIFF	
ABBREVIATIONS	EXPLANATION	REFERENCE MARKS	EXPLANATIONS
AL	Alabama	[A]	Denotes Addition
AR	Arkansas	[C]	Provision formerly shown herein and not brought forward are hereby cancelled.
Ave.	Avenue	[R]	Denotes Reduction
BOE	Bureau of Explosives	[I]	Denotes increase, except as otherwise noted
Co.	Company	[NC]	Change resulting in neither increase nor reduction in rates.
i.e.	That is		
IL	Illinois		
Inc.	Incorporated		
KS	Kansas		
LA	Louisiana		
MO	Missouri		
MS	Mississippi		
No.	Number		
Nos.	Numbers		
NSO	National Service Order		
OK	Oklahoma		
PPT	Perishable Protective Tariff		
PT	Port		
RER	Railway Equipment Register		
RIC	Railinc		
Ry	Railway		
St.	Street		
St. L	St. Louis		
TN	Tennessee		
TOFC/COFC	Trailer/Container on Flat Car		
TX	Texas		
Viz.	Namely		
Note: See also Item 110 for abbreviations of railroad names used in this tariff.			

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