



Big Sky Rail Corp.

Tariff Schedule

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BGS Invoice Commitment

Item 100

Big Sky Rail Corp. (BGS) will invoice for all BGS performed chargeable services under the authority of this tariff, no later than 30 days after the services rendered completion date. If, through no fault of our customers, BGS fails to invoice within the 30 day period, our customer will not be held responsible for payment of the charges. If, for any reason not attributable to BGS, a service cannot be invoiced within the 30 day period, payment must be made as invoiced.

The service rendered completion date for most services is the date of the service. For car hire, storage and storage switching the services rendered completion date is generally the last day of the month.

In order for customers to benefit from this policy, it will be necessary to provide BGS, within 15 days of the invoice mailing date, a written declaration detailing the reasons the invoice should not be paid.

Scope Of Tariff

Item 105

This tariff covers rules, rates, and charges for Big Sky Rail Corp., operated by Mobil Grain Ltd. All charges are payable to Big Sky Rail Corp., Box 3192, Regina, SK, S4P 3G7.

Tariff Changes

Item 110

Rates and charges under this tariff are published, and are subject to change upon a 30 day written notice of change.

Train Run Minimum Car Volume

Item 115

Minimum BGS Train Run car volume is 50.

Subdivision minimums:

- 20 – BGS Conquest
- 30 – BGS Elrose
- 15 – BGS Matador
- 15 – BGS Mantario

Section 2 / Freight Rates And Invoices

Freight Rate Haulage

Item 200

1. Freight rate base rate is \$1133 for shipping bulk grain/pulse/oilseed. For all other commodities please call 1(306) 992 5920 Ext 2 or email logistics@bigskyrail.com for a quote.
2. Rates are subject to fuel surcharge, please reference current fuel surcharge as listed in Item 210.
3. Mileage allowance will not be paid on private equipment.
4. Freight rate applies to all commodities.
5. Shipments containing a 49 series STCC are subject to an additional \$200 per car charge.

Special Request Haulage

Item 205

Will be addressed on an individual request basis. Please contact inquiries@bigskyrail.com.

Fuel Surcharge

Item 210

Fuel surcharge will be charged in addition to standard shipping charges, and will be identified upon invoicing. The calculation is based on 134 average miles travel on BGS Rail Network per railcar x Fuel Surcharge (\$ per mile).

- Effective January 10, 2014 fuel surcharge = \$.3734 or \$50.03 per railcar in addition to all freight charges.

First-Time Payer Of Freight Policy

Item 215

Because BGS is a Rule 11 Shortline, we invoice our freight independently from CN. Prior to shipment, First Time Payers of Freight must be pre-approved by our accounting department.

We require (at minimum) the following information from First-Time Payers Of Freight:

- Company Name
- Company Address
- Accounting Contact Name And Phone Number
- Accounting Email Address and/or Fax Number (to which the invoices will be electronically sent)

BGS reserves the right to withhold shipment if a First-Time Payer Of Freight has not provided the above information. At the discretion of BGS, we may require more information and/or pre-payment.

Freight Invoices

Item 220

Freight invoices will be issued the first business day after interchange with CN. Interest applies to all overdue amounts. This will be added to the invoice amounts. All invoices are due and payable net 15 days date of invoice. Interest in the amount of 1% per month will be charged on overdue accounts. Payment remittance information is displayed on all freight and sales invoices. For supplemental billing/invoice inquiries, please submit email to accounting@bigskyrail.com.

Railcar Storage Invoices

Item 225

Storage invoices will be issued the first business day after month end date. Interest applies to all overdue amounts. This will be added to the invoice amounts. All invoices are due and payable net 15 days date of invoice. Interest in the amount of 1% per month will be charged on overdue accounts. Payment remittance information is displayed on all freight and sales invoices. For supplemental billing/invoice inquiries, please submit email to accounting@bigskyrail.com.

Please contact inquiries@bigskyrail.com if you wish to negotiate a storage agreement.

Section 3 / Supplemental Services

Released - Not Used	Item 300
<p>When empty railcars are placed for loading and are subsequently released empty, the customer will be subject to a charge of \$500 per car.</p> <p>This tariff does not apply to railway-supplied railcars that are unfit for loading.</p>	<p>\$500 per empty railcar not used</p>
Released – Not Available To Pull	Item 310
<p>If a railcar has been released by the customer – but for a reason attributable to the customer – is not available at the time of the pull (something is blocking the railcars, for example), the customer will be subject to a charge of \$160 per railcar.</p>	<p>\$160 per railcar</p>
Released – Unsafe To Move	Item 315
<p>If determined by BGS or a subsequent rail carrier that a railcar is unsafe to move because it is overloaded, improperly loaded or improperly unloaded, we will work with the customer to facilitate a weight reduction or load adjustment. This section outlines the process and responsibilities.</p> <ul style="list-style-type: none"> • We provide you with written notice of the overloaded or improperly loaded, improperly unloaded railcar. This includes the railcar number, contents, location, its actual gross weight and the acceptable gross weight. • Within 48 hours of this notification, you must provide us with complete written advice regarding the removal and/or adjustment of the shipment. If after 48 hours, no documents are received, we reserve the right to arrange for the removal and disposal of the overloaded portion of the shipment and/or adjustment. <p>If a railcar is found to be unsafe because it is overloaded, improperly loaded, or improperly unloaded:</p> <p>For repeat offenders, BGS may issue an embargo on the pickup or delivery of loads or empties, and reserves the right to take further temporary measures, such as suspending the car supply (loaded or empty) with the aim of reviewing preventative measures with the customer.</p> <p>This item’s tiered fee structure will be reset each calendar year. The rate structure will be applied to each shipping company.</p> <p>Responsibility and liability: The shipper named on the Bill of Lading is responsible for all fees, and in addition, the shipper indemnifies BGS from liability for any loss of life, personal injuries, or damage to property resulting from the overloading, improper loading, or improper unloading of railway equipment.</p>	<p>\$1000 per railcar (first incident)</p> <p>\$10,000 per railcar (for subsequent incidents)</p>

Overweight Railcars	Item 320
<p>BGS reserves the right to refuse any overloaded railcar at the point of interchange, or refuse movement of any railcar which exceeds the gross weight on rail as noted below.</p> <p>For railcars accepted for movement that are 2,000 lbs or less in excess of the published weight restriction, the customer will be subject to a charge of \$500 per car.</p> <p>Railcars accepted for movement that are over 2,000 lbs in excess of the published weight restriction will be negotiated on a case by case basis.</p> <p>Weight Restrictions: Conquest and Elrose Subdivision - 268,000 lbs gross Mantario Subdivision - 263,000 lbs gross</p>	<p>\$500 per overweight railcar</p>

BGS Delayed By Customer Or Railway	Item 325
<p>When a customer or railway delays BGS at their siding, plant or interchange, the customer or railway will be charged \$450 per hour. Charges will be rounded to the nearest quarter hour.</p> <p>Charges under this item:</p> <ul style="list-style-type: none"> ➤ will commence after the movement/interchange time agreed to between BGS and the customer/railway has elapsed ➤ will cease once railcars have been released to BGS or cars have been delivered to interchange 	<p>\$450 per hour</p>

Intra-Plant Switching	Item 330
<p>After the initial placement of a railcar at a customer's siding, when a railcar is moved from one track to another or from one spot to another spot on the same track within the customer's facility or industry, a charge of \$125 per car will be assessed to the customer.</p> <p>This includes additional switching required to block customer's traffic in preparation for delivery to CN.</p>	<p>\$125 per railcar</p>

<h3>Supplemental Switch</h3>	<h3>Item 335</h3>
<p>When a customer or railway requests BGS to provide a supplemental switch beyond scheduled operating plan, provided motive power is at customer/railway location, charges for this requested service will be \$450 per hour, minimum 8 hours.</p> <p>Please provide in writing – a minimum of 24 hours in advance – so that we can plan the service, allocate the necessary resources, and confirm that we are able to meet your request.</p> <p>When cancelled more than 24 hours prior to service When cancelled less than 24 hours prior to service</p>	<p>\$450 per hour (minimum 8 hours)</p> <p>\$735 \$3000</p>
<h3>Supplemental Train Run</h3>	<h3>Item 340</h3>
<p>When a customer or railway requests BGS to provide any ad hoc, or additional train service beyond the scheduled operating plan. Charges for this requested service will be \$122 per mile, minimum 100 miles.</p>	<p>\$122 per mile (minimum 100 miles)</p>
<h3>Over Supplied</h3>	<h3>Item 345</h3>
<p>Railcar(s) that have to be returned to an interchange point due to oversupply caused by a railway over-delivering against a customer order will be subject to a charge of \$500 per car assessed against the delivering railway.</p>	<p>\$500 per railcar</p>
<h3>Interchange Error Movements</h3>	<h3>Item 350</h3>
<p>Cars loaded or empty, received by BGS in error or without forwarding instructions from the delivering railway, will be returned to the delivering railway or forwarded to the proper connecting railway within the same switching district at a charge of \$435 per car. This charge will be assessed against the delivering railway.</p>	<p>\$435 per railcar</p>
<h3>Railway-Supplied Rejected Car</h3>	<h3>Item 355</h3>
<p>Railcar(s) that are rejected by the customer as being unsuitable for loading will be returned to the delivering railroad. The delivering railroad will inspect the rejected car(s) and charges will be assessed as follows.</p> <ul style="list-style-type: none"> ➤ Car Suitable for Loading Customer will be assessed an \$1133 fee per car. ➤ Car Unsuitable for Loading Delivering railroad will supply a replacement car at earliest convenience. 	<p>\$1133 per railcar</p> <p>Replacement car will be supplied at earliest convenience</p>

Customer-Supplied Rejected Car

Item 360

Any railcars that are rejected by the loading facility as being unsuitable for loading, the car lessee will have 2 business days following written notification of Rejected Car, to respond with a repair plan. The options are as follows:

- 1. Supply An Offline Certified Repair Facility - Customer will be assessed a charge equal to 50% of the applicable "Haulage Rate", and car will be returned to BGS point of interchange.**
 - a. Rebill information for a Certified Repair Facility must be supplied within the first 2 business days following written notification of Rejected Car.
 - b. Failure to provide rebill information in writing within the 2 business day time frame, car will be moved to a bad order track, charged at "Full Haulage" rate, and assessed a storage rate of \$50/per day/per car.

- 2. Remedy Car With A Certified Mobile Repair Unit - All bad order fees will be waived if this process is completed within 4 business days.**
 - a. Confirmation of booking of a Certified Mobile Repair Unit must be supplied in writing within the first 2 business days following notification of Rejected Car.
 - i. If a repair plan is not received within 2 business days, the car will be moved to a bad order track and "Full Haulage" rate will apply. An additional charge of \$50/per day/per car will apply until the car is repaired.
 - b. Customer has an additional 2 business days to remedy the car by means of a Certified Mobile Repair Unit.
 - i. If the car lessor confirms Certified Mobile Repair Unit booked within 2 days, but car is not repaired within the next 2 business days, car will be moved to a bad order track and "Full Haulage" rate will apply. An additional charge of \$50/per day/per car will apply until the car is repaired.

Rejected Equipment Procedures

Item 365

Any railcar deemed unsuitable for loading must be rejected. This is accomplished by using CN eBusiness tool "Release Railcars" at www.cn.ca/login, and customer must also advise the CN ETC by email to cnwest@cn.ca.

BGS must also be advised by email to logistics@bigskyrail.com or by fax at 1-306-992-5920.

Administration Surcharge

Item 370

Tariff charges paid by BGS to other railways as a direct result of customer errors or omissions in their billing and/or switching instructions, will be payable by customer, and will be subject to a 20% Administration Surcharge.

**20%
surcharge**

BGS Service Area Cut Offs	Item 400
<p>For the purpose of this section, BGS service areas will be defined as follows:</p> <p>Elrose Subdivision: Dinsmore Richlea Plato Eston Glidden</p> <p>Mantario Spur Laporte</p> <p>Conquest Subdivision: Conquest Dunblane Birsay Lucky Lake Beechy</p> <p>Car release cut-off time for the BGS service areas is immediately upon completion of loading/unloading, and prior to BGS pickup.</p>	

Car Hire Policy	Item 405
<p>Car hire is invoiced on a monthly basis. BGS will cover the car hire for the first 48 hours that the cars are out of Saskatoon.</p> <ul style="list-style-type: none"> ➤ For each hour over 48 in which cars remain on any portion of BGS, the customer will be invoiced \$1.25/hour per car for the entire train. ➤ In the event individual cars are left behind at their original point of placement, car hire will be invoiced on individual cars at the rate of a \$1.25/hour per car until the car is back into Saskatoon yard. 	<p>\$1.25 per hour per car</p>

Car Hire Rates	Item 410
<p>Car hire charges for all equipment subject to the provisions of this tariff will be \$1.25/hour per car.</p>	<p>\$1.25 per hour per car</p>

Notification Of Release

Item 415

Electronic devices and software are to be used to furnish notification of load/empty release or other carload disposition information to BGS (further details on billing requirements are covered in Section 5). The recorded date and time that the billing or billing information is received by BGS will be used to govern car hire.

- Customers **trained on BGS-provided software** must send billing via software immediately after completion of loading.
- Customers **not trained on BGS-provided software** must send full and accurate billing instructions immediately after completion of loading.

Customer will be responsible for car hire over and above 48 hours that is accrued as a result of incomplete billing or billing instructions.

Initial Billing Submission To BGS

Item 500

Depending on customer's volume and at the discretion of BGS Logistics Group, customers may be trained on BGS-provided billing software. Regardless of whether a customer utilizes the BGS-provided software, or whether billing information is provided to the BGS Logistics Group who will then submit the billing, customer must provide complete bill of lading information immediately upon completion of loading.

Bill Of Lading Requirements		Transborder shipments require additional information:
Every shipment requires this information:		Transborder shipments require additional information:
<p style="text-align: center;">Main</p> <ul style="list-style-type: none"> ➤ Railcar initial and number (if multicar, <u>lead</u> railcar initial and number) ➤ Commodity description (STCC) ➤ Load or empty status ➤ Net weight and unit of measure (ex: mt or lbs) ➤ Weight type (ex: Shipper's Weight Agreement, Destination Weight Agreement, etc) ➤ Full routing, including junctions and railway roles (ex: Interline, Delivery Switch, etc) Note: All BGS-originating shipments will begin with BGS-CONRS-CN ➤ All shipments originating on BGS will be Routed Via Rule 11 ➤ Single car or multi-car waybill ➤ Origin city and province ➤ Destination city and province <p style="text-align: center;">Equipment</p> <ul style="list-style-type: none"> ➤ If multicar, trailing railcar(s) initial and number ➤ Net weight and unit of measure (ex: mt or lbs) 	<p style="text-align: center;">Parties</p> <ul style="list-style-type: none"> ➤ Shipper's name, full civic address and postal code or zip code ➤ Consignee's name, full civic address, and postal code or zip code ➤ Care of party (when using a third party unloader), full civic address and postal code or zip code ➤ Payer(s) of freight, full civic address and postal code or zip code <p style="text-align: center;">Rebill (Payer of Freight Detail)</p> <ul style="list-style-type: none"> ➤ BGS Portion Of Freight – payer of freight from origin to Conrose junction NOTE: Payer(s) of freight for BGS portion of route must be pre-approved by BGS Accounting department as per Item 215. ➤ CN And Beyond Portion Of Freight – payer(s) of freight from Conrose to final destination, railroads involved <p style="text-align: center;">Additional</p> <ul style="list-style-type: none"> ➤ Rail Destination Details (FSAC) ➤ Rail Origin Details (FSAC) ➤ Notify Parties (email addresses) ➤ Western Canada Grain Shipments also require an Order Reference Number 	<ul style="list-style-type: none"> ➤ Customs broker, city, and province/state ➤ Country of origin ➤ Invoice value and currency (if in bond) ➤ Actual shipper/exporter name and full address ➤ Actual consignee/importer name and full address ➤ All seal numbers (as affixed to railcars) ➤ Transborder and dangerous goods/hazardous materials shipment information must meet all U.S. and Canada regulatory requirements to be considered complete. Please consult the applicable government departments to ensure compliance. <p style="text-align: center;">Dangerous goods/hazardous materials/shipments also require:</p> <ul style="list-style-type: none"> ➤ UN number ➤ Class number ➤ Packing group ➤ 24 hour telephone number ➤ Emergency Response Assistance Plan (ERAP) number (to/from Canada) ➤ ERAP phone number (to/from Canada)

Initial Billing Submission To BGS (continued)

Item 500

1. Loading Parties Utilizing BGS-Supplied Software

Billing must be sent immediately after completion of loading. Any cars that are not billed immediately after loading completion will be subject to car hire charges as per Section 4.

- A copy of the waybill(s) must be sent to billing@bigskyrail.com.
- Per station, once all cars have been loaded/billed/released, a simple notification email must be sent to billing@bigskyrail.com (ex: 5 Cars At Dinsmore Have Been EDI'd).

2. Loading Parties Submitting Billing Info To BGS Logistics (Not Trained On BGS-Supplied Software)

Complete and accurate billing instructions must be sent immediately after completion of loading. Any cars that BGS does not receive billing instructions for will be subject to car hire charges as per Section 4.

- Billing instructions must be either emailed to billing@bigskyrail.com or faxed to 1-306-992-5920

Change Of Initial Billing – Subject To Charges

Item 505

BGS must be notified of any changes needing to be made to initial billing. **Billing changes that are sent via BGS-Supplied Software will be voided by default**, unless a BGS Logistics Representative is notified (at which time they will manually update the billing).

Additional surcharges may apply on the following:

- Railcars loaded, released but remain on loading site → requiring new waybill/destination change
 - \$140/railcar or \$2400 per train block, the lower of two options. A block is defined as railcars in subsequent line order at loading site.
 - Additional switching costs are outlined in Item 330 (Intra Plant Switching)
- Railcars loaded, released, lifted from loading site, in transit to CN delivery → requiring new waybill/destination change
 - \$140/railcar or \$2400 per rail car block the lower of two options. A block is defined as railcars in subsequent line order at loading site.
 - Additional switching costs \$1280/hour apply if physical re-order of train is required due to destination change. (Ex: Initial west-bound south Vancouver rebilled to Prince Rupert, etc) (Minimum 1 hour charge)
- Railcars loaded, released, lifted from loading site, interchanged and delivered to CN → requiring new waybill/destination change
 - Customers must deal directly with CN to alter billing or request a diversion.
 - If customer is unable to deal directly with CN, a \$140/railcar administration charge will come into effect.
 - Customer is responsible for all waybill change/diversion charges from CN.

Line Order For Loaded Cars

Item 510

When railcars are ready to be released to BGS for pickup, please use BGS Release Template (Appendix 1).

List contains information relating to line order of train. Please ensure all information is entered into form. Please ensure completed list is:

- Faxed to 306-992-5920
- Emailed to logistics@bigskyrail.com

Section 6 / Miscellaneous

Staging Of Railcars	Item 600
<p>A charge of \$50 per day per car, to be computed from the actual time car(s) are placed or constructively placed on BGS tracks. Rate charged is for the unplanned storage of loaded/empty railcars on BGS property as a result of, but not limited to:</p> <ul style="list-style-type: none">➤ lack of room at customer's siding➤ held to complete a shipment➤ held for any other unplanned purpose <p>Staging charges commence on all days including Saturdays, Sundays and Holidays. Charges will continue to be in effect until actual placement or delivery of cars.</p>	\$50 per day per car
Dangerous Commodity Railcar Inspection	Item 605
<p>Dangerous commodities staged en route must be inspected after five days and then every 48 hours following. Customer will be assessed a \$40 per car per inspection in addition to applicable staging charges.</p>	\$40 per car per inspection
Holidays	Item 610
<p>Whenever reference is made to "holidays" it shall mean the following days:</p> <ul style="list-style-type: none">➤ New Year's Day➤ Louis Riel Day➤ Good Friday➤ Victoria Day➤ Canada Day➤ August Civic Holiday➤ Labor Day➤ Thanksgiving Day➤ Christmas Day➤ Boxing Day	