

PAN AM RAILWAYS

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PAR 4000

**SPRINGFIELD TERMINAL RAILWAY
BOSTON & MAINE CORPORATION
MAINE CENTRAL RAILROAD CO.
PAN AM SOUTHERN, LLC
PORTLAND TERMINAL COMPANY**

PAN AM BULK TRANSFER

FREIGHT TARIFF PAR 4000

BULK TRANSFER TARIFF
PROVIDING SERVICE ON
HAZARDOUS COMMODITIES
AT STATIONS NAMED IN ITEM 100

BULK RAIL - TRUCK TARIFF

SPECIAL PROVISIONS:

SUBJECT TO SPRINGFIELD TERMINAL CIRCULARS NO. 1 & 2
RATES SUBJECT TO CHANGE ON THIRTY (30) DAYS NOTICE

ISSUED: SEPTEMBER 25, 2015

EFFECTIVE: NOVEMBER 1, 2015

Issued By
PAN AM RAILWAYS
1700 Iron Horse Park
N Billerica, MA 01862

TARIFF PAR 4000

RULES AND OTHER GOVERNING PROVISIONS
GENERAL RULES AND REGULATIONS

ITEM 5 APPLICATION OF RULES

Rules and provisions of this tariff apply at facilities located on Springfield Terminal Railway, Boston & Maine Corporation, Maine Central Railroad Company, Pan Am Southern, LLC and Portland Terminal company.

ITEM 15 EXPLOSIVES, DANGEROUS ARTICLES

For rules and regulations governing the transportation of Explosives and other Dangerous Articles by freight, also specifications for shipper's containers and restrictions governing the acceptance and transportation of Explosives and other Dangerous Articles, see Bureau of Explosives Tariff BOE 6000 Series

ITEM 20 REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.

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

(B) Where reference is made in this tariff to another tariff by number, such reference applies also to such tariff to the extent it may be applicable on intrastate traffic.

ITEM 40 NATIONAL SERVICE ORDER

This Tariff is subject to provisions of various Surface Transportation Board Service Orders and General Permits as shown in National Service Order Tariff NSO 6100 Series

ITEM 60 METHOD OF CANCELLING ITEMS

As this tariff is supplemented, numbered items with letter suffixes will be used in alphabetical sequence starting with A. Example: Item 445-A cancels Item 445 and Item 365-B cancels Item 365-A in a prior supplement, which in turn cancelled Item 365.

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ITEM 80 METHOD OF DENOTING REISSUED MATTER IN SUPPLEMENTS

Matter brought forward without change from one supplement to another will not be designated as "Reissued" by a reference mark. To determine its original effective date, consult the supplement in which the reissued matter first became effective.

ITEM 100 APPLICATION

The provisions of this tariff will apply to the transloading and handling of hazardous commodities ("Commodity," "Commodities," or "Product") that Pan Am has authorized to be handled at designated Pan Am Bulk Transfer facilities at the locations named herein.

As used in this tariff, when a shipment is

(1) transloaded at destination, "Consignee" means the legal entity that is shown as such on the bill of lading and owns or controls the Commodity that will be transloaded at the time the Commodity is delivered to the Bulk Transfer by rail; and "Shipper" means the legal entity that is the consignor of the inbound rail shipment of the Commodity to the Bulk Transfer; or

A "**Bulk Transfer Customer**" is the legal entity that utilizes the transfer services at the Bulk Transfer. A Bulk Transfer Customer **MUST BE** either the Shipper or Consignee. The billing profile for shipments to and from a Bulk Transfer as follows:

Rail Inbound to a Bulk Transfer	
Consignee:	(Beneficial Owner at Destination)
Care of Party:	Pan Am Bulk Transfer
Ship to Address:	See Below
Rail Station:	Bulk Transfer City, ST

Rail Outbound from a Bulk Transfer	
Shipper:	(Beneficial Owner at Origin)
Ship From:	Pan Am Bulk Transfer
Ship From Address:	See Below
Rail Station:	Bulk Transfer City, ST

Pan Am Bulk Transfer must not be shown as Shipper or Consignee, but must be shown as the "care of" party.

The Bulk Transfer will provide receiving, storing (incidental to transportation, and transloading facilities required to perform transloading services as hereinafter defined (the "Services")). No cost of maintenance and repair to the Bulk Transfer will be borne by the Shipper or Consignee, unless the repair or maintenance is the result of the negligence of either the Shipper or Consignee, or an agent of either or both of them.

PAN AM BULK TRANSFER FACILITY

Pan Am Bulk Transfer, Maplewood Avenue, Portsmouth, NH 03801

The purpose of this tariff is to advise Pan Am Shippers and Consignees of the services they may expect and the obligations they will undertake when utilizing a Pan Am Bulk Transfer. Upon request of the Bulk Transfer Customer, the terminal services named herein will be performed on carload shipments in bulk as described herein which move in Pan Am line haul service to or from the above terminal, subject to the rules and regulations published herein. Terminal services are restricted to carloads received or forwarded in Pan Am line haul service.

Bulk Transfer Facilities will handle Commodities for transloading when appropriate infrastructure and equipment for handling such Commodities are available and the given Commodity has been authorized for transloading at the Bulk Transfer Facility in writing by Pan Am. Pan Am reserves the right to refuse to handle any Commodity at its sole discretion.

ITEM 110 CONTRACTOR FACILITIES

The Pan Am Bulk Transfer listed in Item 100 is operated by Pan Am utilizing the services of a third party contractor transloading approved Commodities on behalf of Pan Am for furtherance of Pan Am rail transportation. Services provided at Contractor Facilities are outlined in Item 125.

A. COMPENSATION

All services offered by Pan Am to a Bulk transfer Customer at Contractor Facilities are a component of rail transportation and required for initial loading or transloading, as applicable, of the Product. As such, a freight rate for shipments to these facilities includes terminal services as described in Item 125. There is no additional charge for services provided at Contractor Facilities to the Shipper or Consignee except for assessorial charges for special services as described below. The extension of credit for said charges shall be governed by Pan Am Credit Manager following submittal of completed Application for Credit Form available at www.panamrailways.com.

B. ASSESSORIAL CHARGES FOR SPECIAL SERVICES

Inert Gas supplied by Shipper or Consignee	\$30.00 per hour
Multi-Commodity Loading in Compartmentalized Trailer:	\$60.00 per Commodity
Overtime (See Note 1)	\$60.00 per man hour
Recirculation Charge	\$35.00 per hour
Replenishment Loading (See Note 2)	\$500.00 per trailer

NOTE 1: Hours of service and overtime charges are described in Item 150.

NOTE 2: A replenishment load is a reverse transload, truck to rail, not associated with an outbound rail movement or a rail to truck transfer from a rail car being loaded for outbound shipment. Replenishment loading of hazardous material is prohibited without written permission from Pan Am Railways.

The Pan Am freight rate does not cover any service provided by an agent of the Bulk Transfer Customer at the Bulk Transfer, including, but not limited to, self-load fees or truck detention.

C. INSURANCE

If Shipper or Consignee carries any insurance on Product being transloaded or any property of Shipper or Consignee, the applicable insurance carrier shall endorse the policies to waive subrogation against Pan Am. Copies of such endorsements shall be furnished to Pan Am upon request.

ITEM 120 MOTOR CARRIER ACCESS

A Bulk Transfer Customer may retain a motor carrier to deliver to or to haul away Product from a Bulk Transload. Before being allowed on Bulk Transload property, a motor carrier must execute an Indemnity and Hold Harmless Agreement ("IHHA") covering the motor carrier's activities while at the Bulk Transfer. Said motor carrier shall maintain the following coverages:

1. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants or employees arising directly or indirectly out of the performance of this Contract;
2. Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease;
3. Commercial General Liability Insurance with a combined single limit of not less than \$5,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property. Such policy shall be endorsed to provide products and completed operations coverage and contractual liability coverage for liability assumed under this Contract. The contractual liability coverage shall be of a form that does not deny coverage for operations within 50 feet of any railroad hazard. In addition, said policy shall be endorsed to name Railroad as an additional insured and shall include a severability of interests provision;
4. Cargo insurance in the amount of the value of the Commodity being handled. Said policy or policies shall include a waiver of subrogation in favor of Company; and
5. Trucker's Liability Insurance with a combine single limit of not less than **\$5,000,000** each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to provide contractual liability coverage for liability assumed under this Tariff, shall name Pan Am as an additional insured, and shall include a severability of interests provision. In addition, said policy or policies shall contain Endorsement Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Section 30 of the Motor Carrier Act of 1980, or Form MCS-82 motor carrier public liability bond must be obtained.

When the IHHA and a certificate of insurance ("COI") for a given motor carrier is presented to and approved by Pan Am, a motor carrier is "pre-approved." Motor carriers and their employees operating at a Bulk Transfer are required to conform to all rules and procedures established for the applicable Bulk Transfer.

All pre-approved motor carriers may deliver to or pull loads from a Bulk Transfer. Motor carriers may be required to assist in the connection between trailer and railcar and the loading or unloading of the trailer. The motor carrier will be responsible for its equipment at all times and the driver must remain with the vehicle while loading or unloading. The motor carrier will comply with all required safety procedures including but not limited to the use of personal protective equipment ("PPE"). Except as provided in Item 125 C. Material Handling only authorized terminal personnel will load or unload all hazardous materials.

A motor carrier that is not pre-approved will not be allowed to enter a Bulk Transfer. The approved motor carrier driver must have a valid CDL (Commercial Driver's License) in his/her possession while conducting activities at the Bulk Transfer. Motor Carrier drivers must have a DOT hazardous materials endorsement.

The Shipper or Consignee will be responsible for providing Licensed Facilities and Contractor Facilities with the name of the motor carrier authorized to transport the product along with recommended product transfer instructions. Only motor carriers with work to be performed at the Bulk Transfer will be granted access to the Bulk Transfer.

ITEM 125 OPERATIONS

The Operations section of Item 125 covers operations of the Pan Am Bulk Transfer Facility.

A. TRANSFER SERVICES (the "Services")

Unless otherwise agreed upon by the Facility and the Bulk Transfer Customer, a transfer conducted at a Bulk Transfer may include the following (See Note 1):

1. Ordering and releasing of rail car.
2. Inspection of rail car.
3. Product sampling when approved by Pan Am.
4. Product transfer or monitoring self-loading motor carrier (See Note 3).
5. Removal, replacement and/or recording of seals.
6. Provision of motor carrier's shipment documentation.
7. Providing to Consignee and/or Shipper a terminal activity and inventory report tracking product volume and shipment.

The actual Service provided for a particular shipment will be agreed upon by the Bulk Transfer Facility and the Customer.

NOTE 1: A Bulk Transfer Facility will: (a) maintain and hold all applicable permits, and perform re-permitting and/or permit renewals, as the case may be, as required to perform the Services hereunder; and (b) comply with all applicable governmental rules and permits, including those relating to the protection of the environment.

NOTE 2: Customers may perform vetting of ongoing operations at Bulk Transfers provided they have made an appointment and are accompanied by the Terminal Manager.

NOTE 3: For the purposes stated herein, Services may include those above in support of "self-loading," which shall be defined as a motor carrier using equipment affixed to its equipment to perform the physical transfer of Product. Self-loaders must also supply all hoses, fittings, etc. in addition to appropriate spill containment for the transfer of Product, as determined by Pan Am.

B. APPLICATION OF TERMINAL SERVICES

1. Rail Car Receipt and Handling:

Shipper or Consignee will electronically transmit notice of rail cars being shipped to a Bulk Transfer Facility. Cars will be ordered into a Bulk Transfer Facility as required to meet the shipping schedule. If rail car will not be placed in time to meet the shipping schedule, Contractor will notify Consignee as soon as possible.

All rail cars must have all outlets and hatches sealed with numerical seals prior to being shipped to a Bulk Transfer Facility. Any rail car arriving with a seal broken or missing will be reported to Shipper as soon as possible. In such cases, Shipper shall advise in writing if acceptable for transloading.

The Bulk Transfer Facility will perform inspection of the rail car within two working days of rail car's arrival. As part of the rail car inspection, when approved by Pan Am, Bulk Transfer personnel will withdraw a product sample at the time of transfer through the bottom outlet valves. Samples will be marked with the date, product, lot number, rail car number, compartment, and sample taker's name. These samples will be retained for up to 90 days after the last compartment is emptied unless otherwise agreed to by Consignee and the Bulk transfer Facility. Samples will be available to the Consignee upon request. Outlet valves will be closed and sealed after the Consignee's samples have been collected. After the sample has been retained for 90 days, the Bulk Transfer Facility will dispose of such Product according to all applicable laws and regulations.

The Bulk Transfer Facility will complete a rail car inspection report. This inspection will be maintained as a permanent record in the rail car file.

Any rail car arriving at a Bulk Transfer without full written description of Product including a Safety Data Sheet ("SDS") will be held at Shipper's expense awaiting adequate and proper description or further instructions on disposition of Product. If such written description shows that the Product is not one approved for transfer, that rail car will be released to Shipper for disposition, subject to all applicable

terminal charges, along with any other applicable charges described in this publication or other publications.

Any rail car of propane arriving at a Bulk Transfer that has not been odorized in accordance with NFPA 58, Liquefied Petroleum Gas Code, Section 4.2 is not approved for transfer and will be released to Shipper for disposition, subject to all applicable terminal charges, along with any other applicable charges described in this publication or other publications.

2. Truck Scheduling and Loading

Bulk Transfer Customer will provide a daily shipping schedule to the Bulk Transfer Facility indicating the number of loads to be filled and purchase order numbers for the proposed loads at least one day in advance (the "Shipping Schedule").

The Bulk Transfer Customer or Bulk Transfer Customer's agent will coordinate with the Bulk Transfer Facility to schedule bulk trailer loading service at the Bulk Transfer Facility during normal operating hours. Bulk Transfer Customer must contact the Bulk Transfer Facility or Pan Am if loading service is required outside of normal operating hours.

Bulk Transfer Customer will provide the Bulk Transfer Facility with bill of lading ("BOL") document showing necessary shipping information. The Bulk Transfer Facility will provide BOLs for all shipments to designated carriers from information supplied by Bulk Transfer Customer.

A Bulk Transfer Facility will have a final version of all Bulk Transfer Customer-generated paperwork. Should a discrepancy arise between paperwork carried by motor carrier and paperwork received by the Bulk Transfer Facility, the Bulk Transfer Facility's paperwork will take precedence.

Facility personnel will ensure that the motor carrier is connected to the correct rail car as specified on the shipping documents before Commodity transfer begins. After loading, the tank trailer will be sealed with numerical seals. Seal numbers will be noted on BOL. It is motor carrier's responsibility to ensure that no load leaves or arrives at a Bulk Transfer Facility if it is not in compliance with legal load limits. Meter readings will be delivered electronically to Bulk Transfer Customer and/or Shipper.

3. Rejected Load Inbound Inventory Receipts

Occasionally inventory will be returned to the Bulk Transfer Facility in trucks as a result of a rejected load, or returned Commodity. The Bulk Transfer Facility will capture the following information on these inbound receipts:

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- * Carrier name
- * Meter reading
- * Rail car number
- * Compartment(s)
- * Product name
- * Batch number or PO number
- * Reason for return

Whenever possible Product that was undeliverable will be returned to the same rail car from which it originated. Product may only be re-delivered to the Bulk Transfer Facility from whence the product had been transloaded.

4. Notifications to Consignee

Bulk Transfer Facilities will notify Consignees of the following:

- * Whenever a rail car will not arrive in time to meet the Shipping Schedule.
- * Whenever a motor carrier fails to arrive to load for scheduled delivery.
- * Any problems with rail car or contents after arrival inspection.
- * Any problems that occur during the transloading process.
- * Any problems or questions regarding BOLs, delivery dates, etc.

5. Reports to Consignees

Unless otherwise agreed to, inventory reports will be provided monthly and include (1) all incoming Product received during that time period, (2) all outgoing Product shipments made during that time period, and (3) the resulting ending balances by Product.

C. MATERIAL HANDLING

For safety reasons, Bulk Transfer procedures require that at least two (2) qualified people be present during the transfer of any hazardous material. A truck driver on site qualifies as one of these people only if that individual has the necessary training and qualifications confirmed by the motor carrier employing that individual. If a motor carrier employee or driver is to qualify as one of the attending personnel, said motor carrier employee or driver must stay at the transfer site and monitor the transfer process in accordance with DOT requirements.

Title 49 Code of Federal Regulations, Table 172.101 (Hazardous Material Table), as may be revised from time to time, will be used to determine if a commodity is hazardous. Pan Am reserves the right to refuse to handle ANY Commodity at a Bulk Transfer, whether hazardous or not. Except as provided above, only authorized Bulk Transfer Facility personnel may transfer hazardous commodities. No preloaded tank trailers of hazardous commodities are allowed on Bulk Transfer property while the facility is closed, unless authorized by the Bulk Transfer Facility and Pan Am in writing.

Prior to acquiring terminal service at a the Bulk Transfer, Shipper or Consignee must provide the Bulk Transfer Facility and Pan Am a Safety Data Sheet covering the Product to be handled, and a Handling Protocol outlining hazards and procedures for safe handling. All hazardous Commodities require pre-authorization by Pan Am and the Bulk Transfer Facility prior to billing any shipments to the Bulk Transfer. Product arriving at a terminal before receipt of Safety Data Sheet and Handling Protocol and Pan Am approval of the requested Product transfer will be held subject to Track Occupancy Charges as specified in Item 145, and no transfers will take place until this information arrives and Pan Am approval for the product transfer has been given.

D. TITLE AND RISK OF LOSS

Title to, ownership, and risk of loss of all Products and any other property delivered to a Bulk Transfer Facility by or on behalf of a Shipper or a Consignee will remain solely with Shipper or Consignee, as applicable, at all times.

A Bulk Transfer Facility's care and custody will begin upon rail car placement onto a Bulk Transfer Facility's tracks for rail-to-truck transfers. In the case of truck-to-rail transfer, a Bulk Transload Facility's care and custody will begin upon placement of product into the rail car by transporting truck carrier.

A Bulk Transfer Facility's care and custody will terminate upon Product transfer to the transporting motor carrier's straight truck, trailer or container for rail-to-truck transfers. When Consignee's agent performs the Product transfer, i.e., a self-load, a Bulk Transfer Facility's care and custody will terminate when Product leaves the rail car. In the case of truck-to-rail transfer, a Bulk Transfer Facility's care and custody will terminate upon removal of rail car from the Bulk Transfer Facility's tracks.

The Bulk Transfer Customer is aware that there is some naturally occurring loss of Product that occurs during the loading, transportation, transloading and storage processes. A Bulk Transfer Facility will not be liable to the Bulk Transfer Customer for any product loss while in a Bulk Transfer Facility's care and custody, which, on a quarterly cumulative basis does not exceed:

* One percent (1%) for liquid Products.

In the event the Bulk Transfer Facility is liable for any loss of Product the amount paid to Consignee for such loss of Product will be no more than the quantity of the lost Product for which a Bulk Transfer Facility is liable multiplied by the market value of the Product on the date of shipment less salvage value. A Bulk Transfer Facility shall in no event be responsible for chemical deterioration of Product resulting from stagnant storage of Product.

The limits of Pan Am with respect to activities in which each is engaged (whether

directly or through a Contractor) at Bulk Transfer shall be limited to the negligence of Pan Am, or the Contractor as applicable, in the performance of the services described in this Tariff. Furthermore, neither Pan Am, nor the Contractor shall be liable for any consequential, indirect, special or punitive damages, interest, attorneys' fees or any amount in excess of product or car owner's actual loss concerning the Commodity shipped or the equipment utilized.

F. CHANGE OF OWNERSHIP

The Bulk Transfer Customer will advise Pan Am and the Facility in writing of any change in Product ownership if any of Bulk Transfer Customer's Product is sold, exchanged, or otherwise changes ownership while in the Facility, the Bulk Transfer Customer shall nonetheless be responsible for all charges and taxes, and shall continue to be bound by this document, the same as if the Product had not been sold, exchanged, or transferred by the Bulk Transfer Customer.

ITEM 130 CLAIMS

Only one claim for loss, damage and/or injury may be filed for each rail car handled under this tariff. Any claims filed more than nine (9) months after product delivery are time barred and will not be paid.

ITEM 135 TAXES

The Bulk Transfer Customer is responsible to pay all taxes and assessments that may be assessed by any governmental authority against any Product, including waste, any property of the Bulk Transfer Customer, or against Pan Am (except for income, franchise and real estate taxes) with respect to the receiving, storing, handling, shipping or disposing of any Product, Waste, or property of the Bulk Transfer Customer. The Bulk Transfer Customer is responsible to pay any existing or newly created or undisclosed tax in the form of a so-called "value added" tax, sales tax, rent tax, excise tax, service charge or similar tax assessment. In addition, Consignee shall pay its direct costs or pro rata share of any inventory or use tax or so-called spill tax, pollution control tax, emission fee or hazmat fee which may be assessed against the Bulk Transfer Facilities, any Product, any Waste, or against services provided by Pan Am and/or Contractor, as applicable. Furthermore, the Bulk Transfer Customer shall reimburse Pan Am for any taxes or charges Pan Am may be required to pay in regard to the Product, Waste or property of the Bulk Transfer Customer.

ITEM 140 RECORDS

The Bulk Transfer Customer will execute in its name, pay for and furnish to the Bulk Transfer Facility all information, Safety Data Sheets, certificates of analysis, documents, labels, placards, containers and other materials and data which may be required by applicable rules, regulations or laws of any federal authority relating to the describing, packaging, receiving, storing, handling, shipping or disposing of any Product to or from the Bulk Transfer Facility, together with detailed

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written instructions as to their use and disposition. The Bulk Transfer Customer must notify Pan Am and the Bulk Transfer Facility of any changes in any of the information or materials identified above and to supply revised information or materials. The Facility may report to any governmental or regulatory body as required by said applicable laws, rules or regulations; in regard to Products and activities of the Bulk Transload Customer, and the Bulk Transfer Customer will provide such information to Pan Am and the Bulk Transfer Facility as necessary to comply with said applicable laws, rules and regulations of any federal authority.

ITEM 145 TRACK OCCUPANCY CHARGES, DEMURRAGE, AND RELATED CHARGES**A. TRACK OCCUPANCY CHARGES (TOCs)**

This item will apply on railroad and private cars (See Notes 1 and 2) constructively placed or actually placed at a Bulk Transfer, whichever occurs first, in lieu of demurrage and storage provisions contained in Tariffs ST 6004 series and PAS 6004 series. Once a car is placed (See Note 2), "free time" (including Saturdays, Sundays and Holidays) will be allowed as follows:

Car Type	Free Days	All Subsequent Days
Private Railcars	10	\$50 per day
Railroad Cars	4	\$100 per day

B. BILLING AND COLLECTION

For inbound shipments to a Bulk Transfer, the Consignee of record is responsible for Track Occupancy Charges incurred at the Bulk Transfer. For Outbound shipments from a Bulk Transfer, the Shipper of record is responsible for TOCs incurred at the Bulk Transfer. If a bill of lading error occurs such that Pan Am, a Pan Am Contractor, or the Facility is listed as the Consignee for inbound shipments, the Shipper will be responsible for TOCs. If Pan Am, a Pan Am Contractor, or the Facility is listed as the Shipper for Outbound shipments, the Consignee will be responsible for TOCs. In such case, the extension of credit or the requirement of a security deposit for said TOC and Other Charges below shall be governed Pan Am Credit Manager following submittal of completed Application for Credit available at www.panamrailways.com.

C. NOTES AND OTHER CHARGES

NOTE 1: A private car is a rail car bearing other than railroad reporting marks.

NOTE 2: Constructive placement is the date the rail car is available to be switched into the Bulk Transfer. Actual placement is the date the rail car is physically placed in the Bulk Transfer. The release date is the date of final transfer. A rail car will not be released until the Bulk Transfer is furnished specific written instructions as to the disposition of the rail car. If disposition instructions are not received by 12:00 PM of a particular day, then the date of final transfer will not be until the following business day.

NOTE 3: When a rail car is constructively or actually placed at a Bulk Transfer and subsequently reshipped without any product transfers having been made, a Bulk Transfer Facility charge of \$500 per rail car will be assessed to the party issuing the reshipping instructions, in addition to all other applicable charges.

NOTE 4: At any time following actual placement of a rail car on a Bulk Transfer Facility, if 30 consecutive days pass without the product being removed from or loaded into a rail car without the rail car being released loaded or empty, Pan Am reserves the right to remove such car(s) from the Bulk Transfer. The Shipper or Consignee, as applicable, of the rail car shall pay a Bulk Transfer Facility charge of \$500 per rail car for this removal. Track Occupancy Charges per this item will continue to accrue until such time as car is released empty.

ITEM 150 HOURS OF SERVICE AND OVERTIME CHARGES

Except where specified for Contractor Facilities, normal working hours at the Bulk Transfer facilities are from 7:00 A.M. to 6:00 P.M., exclusive of Saturdays, Sundays and Holidays (See Item 160).

All Loading, unloading and other services must be ordered at least one business day in advance and reconfirmed during business hours the day prior to the day that loading, unloading and other services are needed. Every attempt will be made to accommodate emergencies and requested times, but loading spots and other circumstances may require occasional modifications of requested times.

When loading, unloading or other services are required prior to or after published hours of operation, arrangements must be made with the Facility in advance. When loading, unloading and other services are to begin within one hour of closing, written authorization for overtime to complete the process (if required) must be submitted before the process begins. The charge for Overtime per hour or fraction thereof for loading, unloading or other services before or after normal working hours will be that described in Item 110 B, in addition to all other applicable charges (See also the Exception below).

When loading, unloading or other services are requested at the Bulk Transfer on Saturdays, Sundays or Holidays (See Item 160), or when terminal personnel are required to make an extra trip to the terminal rather than performing continuous service, arrangements must be made in advance with the Facility. The charge for Overtime per hour or fraction thereof will be that described in Item 110 B subject to a four (4) hour minimum per person, in addition to all other applicable charges for service provided.

Authorization for overtime must be received in writing from the party responsible for paying terminal charges.

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EXCEPTION: No additional charges will be assessed if the motor carrier is at the Bulk Transfer and ready for loading one and a half hours before closing, and the delay causing the overtime is the fault of the Facility.

ITEM 160 HOLIDAYS

Wherever in this tariff reference is made to "Holidays" it means the following:

New Years Day	Thanksgiving Day
Labor Day	Memorial Day
Independence Day	Christmas Day

(See Note)

NOTE: In the event one of the above Holidays occurs on a Sunday, the following Monday will be considered as the Holiday for the purposes of this tariff. If it falls on a Saturday, it is lost.

ITEM 165 EXPLANATION OF ABBREVIATIONS

ABBREVIATION	EXPLANATION
BOE	Bureau of Explosives
COI	Certificate of Insurance
CDL	Commercial Drivers License
IHHA	Indemnity and Hold Harmless Agreement
NSO	National Service Order
PPE	Personal Protective Equipment
RER	Railway Equipment Register
SDS	Safety Data Sheet (formerly Material Safety Data Sheet)
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code

THE END