

MISSISSIPPI EXPORT RAILROAD COMPANY



FREIGHT TARIFF MSE 8100-A

(For cancellations, see Item 1.00, this tariff)

NAMING

MISCELLANEOUS RULES AND CHARGES,

SWITCHING, DEMURRAGE AND STORAGE RULES AND CHARGES,

APPLYING

FROM, TO AND AT STATIONS ON THE

MISSISSIPPI EXPORT RAILROAD COMPANY

LOCAL TARIFF

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular rates and provisions contained herein.

ISSUED: April 9, 2015

EFFECTIVE: May 1, 2015

ISSUED BY

Mississippi Export Railroad Company
4519 McInnis Avenue
Moss Point, MS 39563

FT MSE 8100-A

<p>ITEM 1.00</p> <p align="center">CANCELLATION NOTICE</p> <p>FT MSE 8100-A cancels FT MSE 8100; and, any and all provisions of FT RIC 6004 having application for account of the MSE, Effective May 1, 2015.</p> <p>Provisions formerly published in FT MSE 8100 and FT RIC 6004 for account of the MSE and not brought forward in FT MSE 8100-A are hereby canceled.</p>	TABLE OF CONTENTS (Cont'd)	
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<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p>	<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p>
<p>ITEM 50</p> <p align="center">EXPLOSIVES AND DANGEROUS ARTICLES</p> <p>For rules and regulations governing the transportation of explosives and other dangerous articles by freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Tariff BOE 6000-Series.</p>	<p>ITEM 70 [A]</p> <p align="center">MISSISSIPPI EXPORT RAILROAD COMPANY STATIONS/INTERCHANGES</p>
<p>ITEM 55</p> <p align="center">CAPACITY AND DIMENSIONS OF CARS</p> <p>For marked capacities, length, dimension and cubical capacities of cars, see Official Railway Equipment Register, RER 6414 Series, issued by R.E.R. Publishing Corporations, Agent.</p>	<p>STATIONS:</p> <p align="center">Agricola, MS Daniel, MS East Moss Point, MS Evanston, MS Hattiesburg, MS Helena, MS Hurley, MS Jackson, MS Kreole, MS Mobile, AL Moss Point, MS Pascagoula Ex Im, MS Pascagoula, MS Peekaboo, MS Rogers, MS</p> <p>INTERCHANGES:</p> <p align="center">Pascagoula, MS - Between MSE and CSXT Evanston, MS - Between MSE and CN Jackson, MS - Between MSE and KCS Hattiesburg, MS - Between MSE and NS Mobile, AL - Between MSE and NS</p>
<p>ITEM 60</p> <p align="center">CARS BILLED "TO ORDER NOTIFY"</p> <p>Cars will not be accepted under this tariff for delivery on the MSE if billed "To Order, Notify".</p>	<p>ITEM 80 [A]</p> <p align="center">NORMAL HOURS OF OPERATION</p> <p>For the purpose of applying the provisions of this tariff, MSE's normal hours of operation are:</p> <p align="center">7:00 a.m. to 4:30 p.m., Monday through Friday, except holidays (See Item 300, this tariff).</p>
<p>ITEM 65</p> <p align="center">STATION LIST AND CONDITIONS</p> <p>This tariff is governed by Official Railroad Station List OPSL 6000 Series to the extent shown below:</p> <p>PREPAY REQUIREMENTS AND STATION CONDITIONS</p> <p>(A) For additions and abandonments of stations, and, except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities, etc.</p> <p>When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station as published in this tariff are inapplicable on and after that date.</p> <p align="center">STATION NUMBERS</p> <p>(B) For station numbers of stations shown or referred to in this tariff.</p>	
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p>ITEM 100 [A] BILL OF LADING REQUIREMENTS</p> <p>A. Definition - Shipping instructions that initiates shipment and provides MSE with necessary information to release, pull, deliver and properly bill your shipment.</p> <p>Movement of a railcar cannot begin until proper billing information has been received by the MSE</p> <p>B. Every shipment requires the following:</p> <ol style="list-style-type: none"> 1. Railcar Initial and Number 2. Load/Empty Status 3. Commodity Description 4. Net Weight 5. Origin, Destination and Route 6. Shipper's Name and Full Address 7. Consignee's Name and Full Address 8. Care of Party (when using a third party unloader) 9. Payer of Freight 10. Customs Broker (required only for transborder shipments) <p>In addition to the above listed information, the necessary information and/or documents relating to the transportation of dangerous goods/hazardous materials are required.</p> <p>C. Website - Bill of ladings may be submitted using EDI or our e-BOL website. Please contact MSE Customer Service to register for e-BOL and further bill of lading submission instructions.</p>	<p>ITEM 105 [A] HAZARDOUS MATERIALS</p> <p>Shipments of Hazardous Materials will not be accepted in interchange unless prior arrangements have been made with the MSE (See Note).</p> <p>Note: On shipment of any hazardous material accepted by the MSE, shipper shall indemnify the MSE and hold the MSE harmless for any and all loss, liability or cost whatsoever that the MSE may incur or be held responsible for, to the extent that such liability is due to, or arises from:</p> <ol style="list-style-type: none"> (a) defects in or failure of shipper's cars and equipment, (b) a failure of shipper or shipper's agent to conduct proper or appropriate pre-shipment inspection of the cars as described in 49 CFR Sec. 173.31 (d) or (c) misidentification of commodity shipped. <p>The foregoing indemnification shall not apply to any loss or liability caused by or due to the MSE's failure to conduct pre-departure inspections as described in 49 CFR Sec. 174.9 or failure to follow AAR interchange rules, or any other liability resulting from the MSE's negligence.</p> <p>The above provisions apply to shipments of Classes A, B or C explosives, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, and hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, while held on the MSE premises.</p>
	<p>ITEM 110 [A] PERISHABLES</p> <p>The MSE does not provide protective service. Perishable freight under protective service will be accepted from connecting railroad for delivery to Customers with the understanding that protective service is not provided by the MSE and the MSE accepts no liability for any loss or damage resulting from failure of such protective service.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p>ITEM 115 [A]</p> <p align="center">DIMENSIONAL SHIPMENTS AND SHIPMENTS EXCEEDING MAXIMUM GROSS WEIGHT ON RAIL</p> <p>The MSE will not accept in interchange shipments of excessive dimensions, nor shipments exceeding 315,000 lbs. gross weight (car and lading) unless prior arrangements have been made with the MSE.</p> <p>A charge of \$500.00 per car will be assessed delivering carrier for the return and/or setback of such cars interchanged to the MSE.</p>	<p>ITEM 135 [I]</p> <p align="center">EMPTY CARS ORDERED BUT NOT LOADED</p> <p>On empty cars that are ordered for loading and order is canceled and car is in route, or the service of switching or placing of car has been performed and the car is not loaded but returned to this railroad empty, a charge of \$300.00 per car will be assessed and collected from the person, firm or corporation ordering such cars. (See Note, this item.)</p> <p>Note - Charge will not apply on cars unfit for loading, see Item 140, this tariff.)</p>
<p>ITEM 120 [A]</p> <p align="center">CARS INTERCHANGED IN ERROR</p> <p>A charge of \$300.00 per car will be assessed delivering carriers on all cars interchanged to the MSE in error.</p>	<p>ITEM 140 [I]</p> <p align="center">IMPROPER CARS FURNISHED FOR LOADING BY CONNECTING LINES</p> <p>When cars ordered by industries for loading are refused on account of not being in proper condition to load, a charge of \$300.00 per car will be assessed against the railroad furnishing the car.</p>
<p>ITEM 125 [A]</p> <p align="center">CARS RECEIVED IN INTERCHANGE WITHOUT PROPER FORWARDING OR BILLING INSTRUCTIONS</p> <p>The MSE will assess delivering carrier a charge of \$300.00 per car on all cars interchanged to the MSE without proper forwarding or billing instructions.</p> <p>When instructions are not received within twenty-four (24) hours from time of receipt of car, a hold charge of \$75.00 per car will be assessed delivery carrier thereafter for each twenty-four (24) hours or fraction thereof until such instructions or billing is received.</p>	<p>ITEM 145 [I]</p> <p align="center">CARS RELEASED AND SUBSEQUENTLY RETURNED TO INDUSTRY</p> <p>When on shipper's orders, cars that have been released and pulled by this railroad are returned to industry, charge of \$300.00 per car will be assessed for the return of such cars. Demurrage charges will continue to apply until cars are released.</p>
<p>ITEM 130 [A]</p> <p align="center">LOADED CARS RELEASED BY CUSTOMER WITHOUT PROPER BILLING OR DISPOSITION INSTRUCTIONS</p> <p>The MSE will assess customer a charge of \$300.00 per car for cars released to the MSE without proper billing (Bill of Lading/waybill) or disposition instructions.</p> <p>When instructions are not received within twenty-four (24) hours from time of receipt of car, a hold charge of \$75.00 per car will be assessed customer thereafter for each twenty-four (24) hours or fraction thereof until such instructions or billing is received.</p>	<p>ITEM 150 [A]</p> <p align="center">RE-SPOTTING (SET-BACK) CHARGE</p> <p>Customer will be assessed a charge of \$300.00 per car on cars that have been placed for loading or unloading and subsequently removed and re-spotted (set-back) in order to place or move other cars. Demurrage charges will continue to apply until cars are released.</p>
	<p>ITEM 155 [A]</p> <p align="center">TURNING OF CARS TO PERMIT LOADING OR UNLOADING, ETC.</p> <p>If cars are turned at request of customer to facilitate loading or unloading, or for any other purpose, a charge of \$300.00 per car per occurrence will be assessed and will be in addition to all other applicable charges. (See Note, this item.)</p> <p>Note - Charge will not apply to properly placarded boxcars.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p>ITEM 160 [A] REPOSITIONING CARS</p> <p>When customer request delivery of a specific car(s) received by this railroad subsequent to cars previously received which requires this railroad to sort and reposition other cars to effect customers request, a charge of \$300.00 per car, per occurrence, will be assessed against customer making the request.</p>	<p>ITEM 170 [C] SPECIAL FREIGHT TRAIN AND SWITCHING SERVICE</p> <p>Special Freight Train and Switching Service is the movement of a train or switching in other than normal service at the specific request of the shipper or consignee, or as may be required due to other conditions outside normal train operations.</p>
<p>ITEM 165 [C] DIVERSION OR RECONSIGNMENT</p> <p>The term "diversion" or "reconsignment" are synonymous and the use of either shall mean an order received on cars in the account of the MSE which requires any of the following:</p> <ul style="list-style-type: none"> A. A change in the name of the consignee. B. A change in the name of the consignor. C. A change in the destination. D. A change in the route at the request of the consignor, consignee, or owner. E. Any other instructions given by consignor, consignee, or owner necessary to effect delivery which requires a change in the billing or an additional movement of the car, or both. F. A change in the payment conditions. <p align="center">APPLICATION</p> <ul style="list-style-type: none"> A. Orders for diversions or reconsignment will be accepted from only: <ul style="list-style-type: none"> 1. Parties listed on bill of lading. 2. Any rail carrier participating in line-haul movement. B. Charges for diversions or reconsignment shall be paid by the authorized party requesting the change. C. After a car has been actually placed, any changes which affect the movement of the car will constitute a new movement and are subject to applicable switching and/or line-haul charges. D. Only one change in destination will be authorized under these provisions. Requests for additional changes will be executed as a shipment terminating and originating at the diversion station. E. The diversion or reconsignment charge applies in addition to all other applicable charges. <p align="center">DIVERSION / RECONSIGNMENT CHARGE</p> <p align="center">\$450.00 per car</p>	<p>1. Applies during normal hours of operation (See Item 80):</p> <p>The charge for special freight train or switching service provided during normal hours of operation will be \$2,000.00, plus \$250.00 per hour (minimum 4 hours) but not exceeding 8 hours, per occurrence, and will be in addition to all other charges associated with the movement.</p> <p>2. Applies outside of normal hours of operation (See Item 80):</p> <p>The charge for special freight train or switching service provided outside of normal hours of operation will be \$3,000.00, plus \$375.00 per hour (minimum 4 hours) but not exceeding 8 hours, per occurrence, and will be in addition to all other charges associated with the movement.</p> <p>Above charges to be calculated from the time the crew and locomotive report for special service until the return of crew and locomotive to starting point.</p> <p>(The MSE reserves the right to restrict or modify any request for special freight train or switching service.)</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 2 SWITCHING RULES AND CHARGES
<p>ITEM 175 [A]</p> <p align="center">STANDBY SERVICE</p> <p>When the MSE's locomotive and crew are held at the request of an industry or delayed by an industry within the confines of the industry or immediately adjacent thereto, the charge for such standby or delay shall be \$750.00 per hour or fraction thereof. Such charges shall be in addition to other published charges, if any, applicable to cars delayed or handled.</p>	<p>ITEM 200</p> <p align="center">DEFINITION OF INTRA-PLANT SWITCHING</p> <p>A switching movement from one track to another within the same plant or industry, or from one location to another location on the same track within the same plant or industry.</p>
<p>ITEM 180 [C]</p> <p align="center">OVERLOADED CARS</p> <p>Cars found to be overloaded will be subject to the following additional charges:</p> <p>(1) \$400 per car - When a car is discovered to be overloaded at loading point or within the confines of the industry. Charge to be assessed consignor.</p> <p>(2) \$500.00 per car - When a car is discovered to be overloaded beyond loading point or confines of the industry. Charge to be assessed consignor.</p> <p>(It will be the responsibility of the consignor to adjust the lading at their own expense sufficient to eliminate the overload condition.)</p> <p>(3) \$500.00 per car - When a car is received in interchange from connections and is found to be overloaded, such car will be returned to delivering carrier for adjustment to lading to eliminate the overload condition. Charge to be assessed delivering carrier.</p>	<p>ITEM 205</p> <p align="center">DEFINITION OF INTRA-TERMINAL SWITCHING</p> <p>A switching movement (other than Intra-Plant Switching) from one track to another track of the same railroad within the switching limits of the same station or industrial switching district.</p>
	<p>ITEM 210</p> <p align="center">DEFINITION OF INTER-TERMINAL SWITCHING</p> <p>A switching movement from a track of one railroad to the track of another railroad when both tracks are within the switching limits of the same station or industrial district.</p>
	<p>ITEM 215 [I]</p> <p align="center">INTRA-PLANT SWITCHING CHARGE</p> <p>The MSE will perform intra-plant switching at a charge of \$250.00 per car.</p>
	<p>ITEM 220 [I]</p> <p align="center">INTRA-TERMINAL SWITCHING CHARGE</p> <p>The MSE will perform intra-terminal switching at a charge of \$300.00 per car.</p>
	<p>ITEM 225 [I]</p> <p align="center">INTER-TERMINAL SWITCHING CHARGE</p> <p>The MSE will perform inter-terminal switching at a charge of \$300.00 per car.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 2 SWITCHING RULES AND CHARGES			SECTION 3 CAR DEMURRAGE RULES AND CHARGES
ITEM 230 [C] ABSORBED SWITCHING CHARGES The MSE will absorb switching charges of CSXT at industries located at Pascagoula, MS as shown below: (Charges in Dollars and Cents Per Car)			APPLICATION Except where provided to the contrary, Demurrage Rules and Charges contained herein apply to all railroad and privately-owned cars held for or by consignors and consignees for any purpose. The disposition of a car at its point of detention determines the purpose for which the car is held and the rules applicable thereto, except where there are specific provisions to the contrary.
INDUSTRY	ADDRESS	ABSORBED AMOUNT	
Chevron Products Co.	250 Industrial Rd	1 - Unit trains of grains for export: \$75.00 [I]	
First Chemical Corp.	1001 Industrial Rd		
G & H Warehouse Corp.	Bayou Cassette Parkway, Hwy 611	2 - All other traffic: \$225.00 [R]	
Gulf Cold Storage, Inc.	100 Port Rd		
Jackson Port Authority (Port of Pascagoula)	3033 Pascagoula St		
Ingalls Shipbuilding	1000 Access Rd		
SSA, Inc.	Bayou Cassotte Terminal		
ITEM 240 PRIVATE TANK CARS RECEIVED AND FORWARDED WITHOUT A PRECEDING OR SUBSEQUENT LOADED MOVE IN LINE HAUL SERVICE Empty private tank cars received and forwarded without a preceding or subsequent loaded movement in line haul service over the lines of the MSE will be subject to the same charge as an inter-terminal switching charge. If the car is received in line haul service within thirty (30) days of original receipt the applicable switching charge will be waived.			
For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.			

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<p>SECTION 3 CAR DEMURRAGE RULES AND CHARGES</p>	<p>SECTION 3 CAR DEMURRAGE RULES AND CHARGES</p>
<p>PART 1 GLOSSARY OF TERMS</p>	<p>PART 1 GLOSSARY OF TERMS</p>
<p>ITEM 300</p> <p align="center">HOLIDAYS</p> <p>Wherever reference is made to "holidays," it shall mean only the days listed below:</p> <p>New Year's Day - January 1 (See Note 1) President's Day - Third Monday of February Good Friday - Friday before Easter Sunday Memorial Day - Last Monday of May Independence Day - July 4 (See Note 1) Labor Day - First Monday of September Thanksgiving Day - Fourth Thursday of November Day after Thanksgiving Christmas Eve - December 24 Christmas Day - December 25 (See Note 1)</p> <p>Note 1 - When this date occurs on a Sunday, the following Monday will be observed as the holiday.</p>	<p>ITEM 308</p> <p align="center">NOTIFICATION BY MSE TO CUSTOMER</p> <p>The MSE will provide notification via fax (228) 474-0700.</p>
<p>ITEM 304</p> <p align="center">CONSIGNOR</p> <p>The party in whose name cars are ordered and/or the party who furnishes this railroad forwarding directions. For the purpose of this tariff, Consignor includes any person receiving railcars from this railroad for loading as more specifically provided for in 49 CFR 1333.</p>	<p>ITEM 310</p> <p align="center">ACTUAL PLACEMENT</p> <p>Actual Placement is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by the consignor or consignee.</p>
<p>ITEM 305</p> <p align="center">CONSIGNEE</p> <p>The party to whom a shipment is consigned and/or the party entitled to receive the shipment. For the purpose of this tariff, Consignee includes any person receiving railcars from this railroad for unloading as more specifically provided for in 49 CFR 1333.</p>	<p>ITEM 315</p> <p align="center">CONSTRUCTIVE PLACEMENT</p> <p>When a car consigned or ordered to a private track, industrial interchange track or other-than-public-delivery track cannot be actually placed because of a condition attributable to the consignor or consignee, such car will be held at available hold point and notice shall be sent or given the consignor or consignee that the car is being held and that this railroad is unable to effect placement; however, if car is placed on private track, industrial interchange track or other-than-public delivery track serving the consignor or consignee, the car will be considered constructively placed without notice.</p>
<p>ITEM 306</p> <p align="center">NOTIFICATION BY CUSTOMER TO MSE</p> <p>All notifications of car placement, hold, availability or release, including forwarding instructions, must be made using:</p> <p>(a) ShipperConnect™, (b) email (customerservice@mserr.com), or (c) fax (228) 474-0700.</p> <p>Notification must include the car initial and number, date, time and any other relevant information. The recorded date and time that the instructions are received will govern.</p> <p>MSE will accept notifications via ShipperConnect™ at no charge. MSE will accept notifications via e-mail or fax subject to a \$35.00 charge per car number submitted.</p>	<p>ITEM 320</p> <p align="center">FREE TIME</p> <p>Free time as follows will be allowed for each car:</p> <p>Twenty-Four (24) hours to complete unloading. Forty-eight (48) hours to complete loading.</p> <p>Free time will be computed from the first 7:00 AM after placement, or after notification has been sent or given where required. For the purpose of computing free time, Saturdays, Sundays and holidays will be excluded.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

SECTION 3 CAR DEMURRAGE RULES AND CHARGES	SECTION 3 CAR DEMURRAGE RULES AND CHARGES
PART 2 DEMURRAGE CHARGES ON CARS NOT SUBJECT TO AVERAGE AGREEMENT	PART 3 CARS SUBJECT TO AVERAGE AGREEMENT
<p>ITEM 325 []</p> <p style="text-align: center;">DEMURRAGE CHARGES</p> <p>After expiration of free time allowed the following charges per car per day, or fraction of a day, will be made until car is released. For the purpose of computing free time Saturdays, Sundays and holidays will be included.</p> <p style="padding-left: 40px;">\$30.00 for each of the first four chargeable days, \$60.00 for each of the next two days, \$90.00 for each subsequent day.</p> <p>The applicable charge will accrue on all Saturdays, Sundays and holidays subsequent to the first chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the first chargeable day begins to run.</p> <p>Note : Not applicable on private cars (See Item 500).</p>	<p>ITEM 330</p> <p style="text-align: center;">AVERAGE AGREEMENT PLAN</p> <p><i>The provisions of Items 330 through 385 will apply when the subscriber has entered into the written agreement provided in Item 390. The charges for the detention of all cars consigned to or ordered for loading by the subscriber within the jurisdiction of the same station will be computed on the basis of the average detention of all such cars released during each calendar month.</i></p>
	<p>ITEM 335</p> <p style="text-align: center;">CARS NOT SUBJECT TO AVERAGE AGREEMENT</p> <p>The following cars consigned to or ordered for loading by the subscriber are not subject to the average agreement provisions of this section:</p> <ul style="list-style-type: none"> A. Cars loaded or unloaded in intra-plant switching service, including "set back service". B. Cars loaded while under lease and ordered out to the railroad to hold for disposition but, subsequently, ordered returned to tracks of lessee. C. Private cars. D. Cars which are reconsigned, diverted or reshipped at point of detention. E. Cars destined for delivery to a connecting line which are: <ul style="list-style-type: none"> 1. Held for payment of lawful charges. 2. Surrender of written order, advice, "order" bill of lading or other lawful substitute as required under Rule 7, Uniform Freight Classification Tariff UFC 6000-Series. F. Empty cars ordered or appropriated for loading but not used. G. Loaded cars received from another railroad and held for forwarding directions.
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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<p>SECTION 3 CAR DEMURRAGE RULES AND CHARGES</p>	<p>SECTION 3 CAR DEMURRAGE RULES AND CHARGES</p>
<p>PART 3 CARS SUBJECT TO AVERAGE AGREEMENT</p>	<p>PART 3 CARS SUBJECT TO AVERAGE AGREEMENT</p>
<p>ITEM 340</p> <p align="center">DEBIT</p> <p>A debit is a unit of liability that is chargeable against a car for each day or fraction of a day for each of the first four days the car is held beyond the free time or the adjusted free time as provided in Item 385, including a Saturday, Sunday or holiday immediately following the day on which the first debit begins to accrue. Debits may be offset by credits earned on other cars on a one-for-one basis. In no case shall any one car accrue more than four (4) debits, and in no case shall more than four credits be applied to offset debits accrued on any one car.</p>	<p>ITEM 355</p> <p align="center">MONTHLY COMPUTATION OF DEMURRAGE CHARGES</p> <p>At the end of each calendar month, the total number of credits will be deducted from the total number of debits and \$30.00 per debit will be charged for the remainder (See Note). If the credits equal or exceed the debits, no charge will be made for the detention of the cars except as otherwise provided in Item 350 for detention beyond the fourth debit day. No payment will be made by this railroad on account of such excess credits; nor shall credits in excess of the debits of any one month be considered in computing the average detention for another month.</p> <p>For the purpose of this Item, the end of the calendar month shall be considered as closing at the first 7:00 AM of the following month.</p> <p>Note - In the event of a rate change which causes debits and credits to have different liabilities and values, each debit and credit will be converted to the monetary value in effect on the day such debit or credit accrued. At the end of the calendar month the total value of credits earned will be deducted from the total liability of the debits accrued in the above prescribed manner.</p>
<p>ITEM 345</p> <p align="center">CREDIT</p> <p>A credit is a unit of value for each car released prior to the expiration of the first twenty-four (24) hours of free time. Only one credit may be earned on any one car and that credit may be applied to offset a debit accruing on another car released during the same month. Credits earned on cars held for loading shall not be used to offset debits accruing on cars for unloading, nor shall credits earned on cars held for unloading be used to offset debits accruing on cars for loading.</p>	<p>ITEM 360</p> <p align="center">SECURITY</p> <p>A party who enters into this average agreement may be required to give sufficient security to this railroad for payment of balance against him at the end of each month.</p>
<p>ITEM 350 []</p> <p align="center">DEMURRAGE CHARGES ON CARS SUBJECT TO AVERAGE AGREEMENT</p> <p>On cars subject to the Average Agreement Plan, PART 3, after expiration of free time, the following charges per car per day, or fraction of a day, will be made until car is released:</p> <p align="center"> \$30.00 for each of the first four chargeable days, \$60.00 for each of the next two days, \$90.00 for each subsequent day </p> <p>The applicable charge will accrue on all Saturdays, Sundays or holidays subsequent to the first debit day, including a Saturday, Sunday or holiday immediately following the day on which the first debit begins to accrue. Charges which accrue after the fourth debit day may not be offset by credits.</p>	
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 3 CAR DEMURRAGE RULES AND CHARGES	SECTION 3 CAR DEMURRAGE RULES AND CHARGES
PART 3 CARS SUBJECT TO AVERAGE AGREEMENT	PART 3 CARS SUBJECT TO AVERAGE AGREEMENT
<p>ITEM 365</p> <p align="center">COMBINING PLANTS AND STATIONS</p> <p>Subject to the requirement of Item 355, debits and credits applying to cars released by one consignor or consignee within the jurisdiction of the same station, and served by one and the same railroad, must be combined provided that in no case shall debits and credits be combined among two or more customers or are released under the jurisdiction of two or more stations; nor can debits and credits be combined when released on different railroads, either at the same or at different stations, except where separate average agreement is requested in writing for each plant of the consignor or consignee, in which event each plant will be considered as one consignee or consignor for the purpose of applying this section. Each station as listed in The Official Railroad Station List, OPSL 6000-Series, shall be considered a separate station in the application of this Section.</p>	<p>ITEM 385</p> <p align="center">CARS RUN AROUND THROUGH NO FAULT OF CONSIGNOR OR CONSIGNEE</p> <p>When this railroad for any cause not attributable to the consignor or consignee actually places cars recently tendered ahead of cars previously tendered, demurrage will be charged on the basis of the amount that would have accrued but for such error, except that on cars subject to Average Agreement Plan, Item 390, allowance will be made only on those cars held beyond the debit days which it is permissible to offset by credits earned on other cars. However, when demurrage charges have been assessed and billed, no relief will be provided under this item unless claim is presented, in writing, within forty-five (45) calendar days after bill has been rendered, identifying cars which have been run around. When the delay in loading or unloading one commodity has no relationship to the delay in loading or unloading a different commodity, separate computations must be made for each of such commodities in order to determine the allowance that should be made. The following formula will be used to determine the amount of demurrage that would have accrued but for such error.</p> <ol style="list-style-type: none"> List in date order of constructive placement all cars that are involved in the run around; however, when no constructive placement has been made on a car, use its actual placement date as the constructive placement date (See Note). Show opposite each car listed, the date and time of its actual placement and the date and time of its release, together with the charges assessed. When two or more cars are placed on the same date, enter first the record of the car released first. Opposite the first car constructively placed, enter the date and time of actual placement of the first car actually placed, and the date and time of its release. Continue this procedure with the second car and all subsequent cars until all the original actual dates of placement and release have been used. Compute the time from the first 7:00 A.M. after the original tender (actual or constructive placement) date to and including the date of substituted release of each car. Allow the difference, if any, between the total amount thus ascertained and the amount of demurrage assessed on the basis of the original records. <p align="center">(Continued on next page)</p>
<p>ITEM 370</p> <p align="center">CARS NOT CONSIGNED TO OR ORDERED BY SUBSCRIBER</p> <p>When this railroad is notified in writing at or prior to time of delivery that a subscriber in whose care a shipment is consigned, or to whom it is ordered for delivery, is the absolute or qualified owner thereof and responsible for all charges collectible at destination, the car containing such shipment must be included in the average agreement of such subscriber. Empty cars ordered in the name of other parties may not be included in such subscriber's average agreement.</p>	
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 3 CAR DEMURRAGE RULES AND CHARGES	SECTION 3 CAR DEMURRAGE RULES AND CHARGES
PART 3 CARS SUBJECT TO AVERAGE AGREEMENT	PART 3 CARS SUBJECT TO AVERAGE AGREEMENT
<p>ITEM 385 (Cont'd)</p> <p align="center">CARS RUN AROUND THROUGH NO FAULT OF CONSIGNOR OR CONSIGNEE</p> <p>6. With respect to cars subject to average agreement, list the cars held beyond the debit days which it is permissible to offset by credits earned on other cars as the result of being run around for causes not attributable to the consignor or consignee together with cars tendered later, that ran around them, regardless of whether the latter cars accrued charges for detention beyond four debits. Then proceed as described in paragraphs 1, 2, 3, 4, and 5 and compute debits and credits and excess charges on the basis of the substituted dates, i.e. from the first 7:00 AM after the original tender (actual or constructive placement) date to and including the date of substituted release of each car; provided that no allowance shall be made in excess of charges originally accrued for detention beyond debit days on the car or cars involved in the run around.</p> <p>Note - Cars actually or constructively placed for account of this railroad may not be commingled with cars actually or constructively placed for account of other railroads in computing run-around allowance.</p>	<p>ITEM 390</p> <p align="center">DEMURRAGE AVERAGE AGREEMENT</p> <p>A demurrage average agreement will be made effective on the first day of the month following receipt of patron's application; except, when the credit status of the applicant is not satisfactory to this railroad at that time, the agreement shall be made effective on the first day of the month following approval by this railroad of credit arrangement for the applicant to operate under an average agreement. When the applicant desires to have an agreement made effective prior to the first of the following month, it may be made effective on the date of receipt of the application provided his credit status is then satisfactory; otherwise, on the date this railroad approved credit arrangement; provided, however, that no cars have been released the same month prior to the date the agreement is made effective. The following agreement shall be required for all applicants to operate under the average agreement.</p> <p align="center">AGREEMENT</p> <p>_____ Railroad.</p> <p>Being fully acquainted with the terms, conditions and effect of the average basis for settling for detention of cars, as set forth in _____ being the car demurrage rules governing at all stations and sidings on the lines of said railroad, except as shown in said tariff, and being desirous of availing (myself or ourselves) of this alternate method of settlement (I or We) do expressly agree to and with the _____ Railroad that with respect to all cars which may during the continuance of this agreement, be handled for (my or our) account at _____ (Station) (I or We) will fully observe and comply with all terms and conditions of said rules as they are now published, or may hereafter be lawfully modified by duly published tariffs and will make prompt payment of all demurrage charges accruing thereunder in accordance with the average basis as therein established or as hereafter lawfully modified by duly published tariffs.</p> <p>This agreement to be effective on and after _____ day of _____ 20____, and to continue until termination, by written notice from either party to the other which shall become effective on the first day of the month succeeding that in which it is given, except that for any failure or refusal to pay charges lawfully accruing under this agreement, it may be terminated as of the date of written notice of termination.</p> <p align="right">_____ _____ _____</p> <p>Approved and accepted _____, 20____, by and on behalf of the above named railroad by _____.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 3 CAR DEMURRAGE RULES AND CHARGES	SECTION 4 STORAGE/HOLD RULES AND CHARGES
PART 4 CLAIMS	ITEM 500 [C]
<p align="center">ITEM 400 [C]</p> <p align="center">CLAIMS</p> <p>Except as otherwise provided, a Claim must be submitted in writing by Registered Letter to the name and number on the bottom of the freight bill within forty-five (45) days from the date that the bill for demurrage is rendered. The conditions for submitting the claim should be fully stated. Any claim not filed within forty-five (45) days from the date that the demurrage bill is rendered will be declined.</p> <p>If MSE fails to respond to a Claim within forty-five (45) days from the date that the claim was submitted, MSE will accept the dispute as submitted and credit the account for the value of the disputed amount.</p>	<p align="center">STORAGE/HOLD CHARGES (See Notes 1 and 2, this item)</p> <p>Cars stored/held on tracks of this railroad at the request of customer, due to customer being unable to accept cars, awaiting forwarding instructions or other disposition, or for the convenience of this railroad, will be subject to the following storage/hold charges per car per day, or fraction of a day, computed from first day car is made available until day car is released from storage/hold:</p> <ol style="list-style-type: none"> 1. Empty private rail cars (Non-Hazardous Materials)..... \$50.00 2. Loaded private rail cars (Non-Hazardous Materials)..... \$100.00 3. Empty rail cars (Formerly Containing Hazardous Material)..... \$500.00 4. Loaded rail cars (Containing Hazardous Materials, except TIH/PIH)..... \$750.00 5. Loaded rail cars (Containing TIH/PIH)..... \$2500.00 <p>(The above storage charges are in addition to all other applicable charges.)</p> <p>Note 1: Hazardous Materials referred to above applies to shipments of Classes A, B or C explosives, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, and hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, except TIH/PIH.</p> <p>Note 2: For List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH) See AAR Circular No. OT-55-Series.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

**EXPLANATION OF ABBREVIATIONS
AND
REFERENCE MARKS**

ITEM 9999

**EXPLANATION OF ABBREVIATIONS
AND
REFERENCE MARKS**

- BOE - Bureau of Explosives
- CL - Carloads
- CN - Canadian National Railways
- CSXT - CSX Transportation
- KCS - Kansas City Southern Railway Company
- MSE - Mississippi Export Railroad Company
- NS - Norfolk Southern Railway
- OPSL - Official Railroad Station List
- RER - Railway Equipment Register

- [A] - Addition
- [C] - Change
- [I] - Increase
- [R] - Reduction
- [NC] - Brought forward without change

(Underscored portion denotes addition/change.)

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