

MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.

FREIGHT TARIFF

MMA 9001

(For Cancellation Notice, see Page 3)

LOCAL AND JOINT FREIGHT TARIFF

PUBLISHING

RULES AND CHARGES ON

ASSESSORIAL SERVICES

AT STATIONS

ON

MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

CANCELLATION NOTICE

This tariff cancels any other tariffs, contracts and quotes in effect prior to the effective date of this tariff with regard to similar optional services.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

ITEM 260

HOLIDAYS - CANADA & UNITED STATES, DEFINITIONS OF

The term "Holiday" means:

| | | |
|---------------|------------------|-----------------------|
| New Years Day | Memorial Day | Independence Day |
| Labor Day | Thanksgiving Day | Christmas Day |
| Boxing Day | Remembrance Day | St. Jean Baptiste Day |
| January 2ond | Good Friday | Canada Day |
| Victoria Day | | |

ITEM 270

CURRENCY STATEMENT

All rates and charges provided in this tariff are in United States Currency, unless otherwise documented within the provisions of this tariff.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401

PLAN OF TARIFF

THE APPLICATION OF THIS TARIFF WILL BE GOVERNED BY THE PRECISE TERMS AND CONDITIONS STATED ELSEWHERE HEREIN AND NOT BY THIS "PLAN OF TARIFF"

TABLE OF CONTENTS

(Page 6)Alphabetical listing of contents by Item Number

CANCELLATION

(Page 2)List of provisions cancelled by this Tariff

LIST OF HOLIDAYS AND CURRENCY NOTICE

(Page3)

PLAN OF TARIFF

(Page 4)

TABLE OF CONTENTS

(Pages 5-7)

SECTION 1 – CHARGES, RULES AND REGULATIONS GOVERNING WEIGHING AND REWEIGHING OF EMPTY AND LOADED CARS.

(Pages 8-17)

SECTION 2 – RULES AND CHARGES FOR DIVERSION

(Pages 18-23)

SECTION 3 – RULES AND CHARGES FOR HANDLING PRIVATELY OWNED RAIL CARS FROM AND TO REPAIR FACILITIES.

(Pages 24-25)

SECTION 4 – RULES, REGULATIONS, AND CHARGES FOR THE MOVEMENT OF FREIGHT TRAINS, ALSO SPECIAL TRAIN AND SWITCHING MOVEMENTS AT TERMINALS

(Pages 26-28)

SECTION 5 – RULES AND CHARGES GOVERNING OVERLOADED CARS

(Pages 29-32)

SECTION 6 – RULES AND CHARGES GOVERNING CARS CROSSING INTERNATIONAL BORDERS

(Pages 33-34)

SECTION 7 – RULES AND CHARGES FOR MISCELLANEOUS SERVICES

(Pages 35-42)

ABBREVIATIONS AND REFERENCE MARKS

(Pages 43-44).....Explanation of Abbreviations and Reference Marks

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

| | page |
|---|-----------|
| CANCELLATION NOTICE | 2 |
| HOLIDAYS, DEFINITIONS OF..... | 3 |
| CURRENCY STATEMENT | 3 |
| PLAN OF TARIFF | 4 |
| SECTION 1..... | |
| CHARGES, RULES AND REGULATIONS GOVERNING WEIGHING AND REWEIGHING OF EMPTY AND LOADED CARS..... | 8 |
| CERTIFICATION OF SCALES | 9 |
| HOW WEIGHTS ARE TO BE ASCERTAINED | 9 |
| WEIGHING AND REWEIGHING OF EMPTY AND LOADED CARS | 10 |
| INFORMATION TO BE SHOWN ON WEIGHT CERTIFICATE AND SHIPPING DOCUMENT..... | 10 |
| WEIGHTS TO GOVERN AND TOLERANCE..... | 10-11 |
| LOSS AND DAMAGE CLAIM TOLERANCE..... | 11 |
| CHARGES FOR WEIGHING OR REWEIGHING..... | 12-13 |
| TRANSPORTATION TO AND FROM SCALE AND CHARGES APPLICABLE THERETO..... | 14 |
| WEIGHT AGREEMENTS..... | 14-16 |
| FURNISHING WEIGHTS UNDER WEIGHT AGREEMENT..... | 17 |
| SECTION 2 | |
| RULES AND CHARGES FOR DIVERSION..... | 18 |
| DEFINITION FOR THE TERM DIVERSION | 19 |
| APPLICATION | 19 |
| LINE-HAUL FREIGHT CHARGES..... | 20 |
| TERMINAL SERVICES | 20 |
| RULES FOR HOLDING CARS | 20-21 |
| CHANGING A DIVERSION ORDER | 21 |
| MMA RESPONSIBILITY TO EFFECT DIVERSIONS | 22 |
| DIVERSION CHARGES | 22-23 |

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
 15 Iron Road, Hermon, ME 04401

| | page |
|---|-----------|
| SECTION 3 | |
| RULES AND CHARGES FOR HANDLING PRIVATELY OWNED RAIL CARS FROM AND TO REPAIR, STORAGE OR CLEAN OUT FACILITIES | 24 |
| HANDLING PRIVATELY OWNED RAIL CARS FROM AND TO REPAIR, STORAGE OR CLEAN OUT FACILITIES..... | 25 |
| SECTION 4 | |
| RULES, REGULATIONS AND CHARGES FOR THE MOVEMENT OF FREIGHT TRAINS | 26 |
| APPLICATION OF SPECIAL TRAIN MOVEMENTS..... | 27 |
| ADVANCE NOTIFICATON REQUIRED | 27 |
| CHARGES FOR SPECIAL FREIGHT TRAIN | 27 |
| IDLER CAR | 27 |
| MILEAGES TO BE USED IN DETERMINING CHARGES | 28 |
| SPECIAL TRAIN SERVICE AT TERMINALS | 28 |
| ATTENDANTS ACCOMPANING FREIGHT SHIPMENTS | 28 |
| SECTION 5 | |
| RULES AND CHARGES GOVERNING OVERLOADED CARS | 29 |
| RULES GOVERNING OVERLOADED CARS | 30 |
| FREIGHT CHARGES APPLICABLE ON LADING | 31 |
| FREIGHT CHARGES APPLICABLE ON EXCESS LADING WHEN DELIVERED TO DESTINATION..... | 31 |
| RULES GOVERNING IMPROPERLY LOADED CARS | 31-32 |
| SECTION 6 | |
| RULES AND CHARGES GOVERNING CARS CROSSING INTERNATIONAL BORDERS | 33 |
| RULES GOVERNING BORDER CROSSING..... | 34 |
| BORDER CROSSING POINTS..... | 34 |
| INAPPROPRIATE OR INCOMPLETE DOCUMENTATION | 34 |
| SECTION 7 | |
| RULES AND CHARGES FOR MISCELLANEOUS SERVICES | 35 |
| RULES GOVERNING RECEIPT AND DELIVERY OF CARS OF FREIGHT ON, TO AND FROM PRIVATE TRACKS AND INDUSTRIAL TRACKS SERVICED BY MMA..... | 36 |
| RESTRICTION GOVERNING LOADING OR UNLOADING OF HAZARDOUS OR DANGEROUS COMMODITIES ON PUBLIC DELIVERY OR TEAM TRACKS | 37 |

(Continued on following page)

| | page |
|---|-----------|
| SECTION 7 (CONTINUED)..... | |
| CARS RELEASED FROM INDUSTRY OR TEAM TRACKS WITHOUT FINAL DESTINATION FORWARDING INSTRUCTIONS..... | 37 |
| CHARGES FOR CARS REQUIRING SWITCHING-TURNING OF CARS TO PERMIT LOADING OR UNLOADING | 37 |
| CHARGES FOR RETURN OF CARS ACCOUNT OF SHIPPER'S ERROR | 37-38 |
| HANDLING OF CARS DIVERTED AT INTERCHANGE STATIONS | 38 |
| INTERCHANGE ERROR MOVEMENTS | 38 |
| MMA SUPPLIED RAILCARS – SUITABLE FOR LOADING | 38-39 |
| SWITCHING –TURNING OF CARS TO PERMIT LOADING OR UNLOADING FOR CONNECTING LINES | 39 |
| MAINTENANCE CHARGE FOR INDUSTRIAL SWITCH CONNECTIONS | 39-40 |
| BILLS OF LADING: RATE-ROUTE INACCURACIES | 40 |
| BILLS OF LADING OR RECEIPTS FOR RETURN OF EMPTY CARS..... | 40 |
| SECURITY DEPOSITS FOR PAYMENT OF DEMURRAGE, STORAGE AND OTHER ACCESSORIAL CHARGES..... | 41 |
| STAKING, BLOCKING AND BRACING OR OTHERWISE SECURING FREIGHT | 42 |
| ADDITIONAL CHARGE FOR CUSTOMER-CAUSED CONGESTION ON RAILROAD FACILITIES..... | 42 |
| CARS FOUND TO BE LEAKING HAZARDOUS MATERIALS..... | 42 |
| CHARGES FOR THE RETURN OF SHIPPING DEVICES..... | 42 |
| ABBREVIATIONS/REFERENCE MARKS | 43 |
| EXPLANATION OF ABBREVIATIONS..... | 44 |

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401

SECTION 1

**CHARGES, RULES AND REGULATIONS GOVERNING
WEIGHING AND REWEIGHING
OF
EMPTY AND LOADED CARS**

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 1
CHARGES, RULES AND REGULATIONS GOVERNING WEIGHING
AND REWEIGHING OF EMPTY AND LOADED CARS**

ITEM 1000

CERTIFICATION OF SCALES

When weights obtained on railroad or private scales are used for the assessment of freight charges, such scales must conform to the requirements of the Association of American Railroad's Scale Handbook, or any reissues thereof.

ITEM 1010

HOW WEIGHTS ARE TO BE ASCERTAINED

- (A) When scale weights are used for the assessment of freight charges, weighing must be done by or under the supervision of the carrier or their representative or under weight agreements. When weights are required for the assessment of freight charges and the carrier does not weigh the car, estimated or minimum weights will be used to rate the shipment in the following order:
- (1) If the rate authority applies on a single minimum weight, that minimum weight will be used.
 - (2) If the rate authority contains no minimum weight or multiple minimum weights, the average historical weight based on commodity and specific car capacity will be used.
 - (3) If neither (1) nor (2) apply, 95% of the specific car capacity will be used.
- (B) Cars may be weighed at rest:
- (1) When uncoupled and free at both ends
 - (2) When coupled at one end and free at the other end, only at points where the scale rails are level for a distance of fifty (50) feet.
- (C) Cars may be weighed in motion, coupled or uncoupled, only upon a weighing system designed for weighing in this manner.
- (D) Cars loaded with long material extending from one car to another may be weighed coupled at rest. They may also be weighed coupled in motion on scales of sufficient length to properly weigh together cars so coupled.
- (E) When the actual tare of a car has been ascertained immediately before loading, it shall be used in lieu of the marked tare, except as provided in Paragraph (F) of this item.
- (F) If a loaded car upon arrival at destination is weighed and the actual tare is ascertained after the entire lading of the car has been removed, including all packing and the debris resulting from that lading, it shall be used in lieu of the marked tare. If the car is reloaded by the consignee, actual tare obtained in like manner may be used.
- (G) The tare weight from the Universal Machine Language Equipment Register (UMLER) should be used to arrive at the net weight of the load, except as provided in (E) and (F) of this item.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 1
CHARGES, RULES AND REGULATIONS GOVERNING WEIGHING
AND REWEIGHING OF EMPTY AND LOADED CARS**

ITEM 1020

WEIGHING AND REWEIGHING OF EMPTY AND LOADED CARS

Weighing or reweighing of empty or loaded cars will be performed when requested in writing, where scales are available in the normal route of movement and if practical without delay of shipment or disruption of normal operations. When weighing is requested such that cars must be moved out of normal route of movement, additional charges will apply. Charges will be assessed against the party requesting the weight.

ITEM 1030

**INFORMATION TO BE SHOWN ON SCALE WEIGHT CERTIFICATE
AND SHIPPING DOCUMENTS**

- (A) A record shall be kept on the scale weight certificate showing the gross, tare, and net weight and the date and time of weighing.
- (B) All shipping documents must show the station at which a car is weighed and the gross weight, tare weight and net weight. If actual tare weight is used it must be so noted on the shipping document; in the absence of actual tare weight the tare weight from the Universal Machine Language Equipment Register (UMLER) will be used to determine net weight. The method of ascertaining the weight should also be specified as railroad scale, tariff, or agreement weight. When weights are obtained for billing purposes under weight agreements which do not provide for use of the gross and tare weights, the gross and tare weights need not be shown.

ITEM 1040

WEIGHTS TO GOVERN AND TOLERANCE

DEFINITION OF TOLERANCE –The difference in weights due to variation in scales or weighing which may be permitted without correction of the billed weight.

- (A) Where carload freight, which by the inherent nature of the commodity, is subject to a change in weight, the billed weight will not be changed unless an error is discovered. Each such case will be reviewed and dealt with based on its own individual merits.
- (B) Where carload freight, the weight of which is not subject to change due to inherent nature of the commodity, and car or empty cars are check-weighed or reweighed enroute or at destination, no correction will be made in the billed weight unless the difference between the original net weight and the net weight obtained by reweighing exceeds plus or minus on two percent (2%) of the original billed weight. In such cases the original billed weight will be changed. If carload freight or empty cars are check-weighed or reweighed and the difference in weights exceeds the tolerance provided in this item, the carrier if practicable and at its option may weigh the car a third time.

(Continued on following page)

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 1
CHARGES, RULES AND REGULATIONS GOVERNING WEIGHING AND
REWEIGHING OF EMPTY AND LOADED CARS**

ITEM 1040 (Concluded)

If the third weighing confirms the original weight within the tolerance, no change in the original billed weight shall be made. Where the original weight cannot be applied as above, the lower of the second or third weight shall be used for rating the shipment.

- (C) Tolerances in this item do not apply to empty cars unless all previous lading and all packing debris or residue resulting from previous lading or lading has been removed before empty car is weighed.
- (D) The provision of this item will not apply in connection with shipments moving under applicable weight agreements (See Item 1090)

ITEM 1050

LOSS AND DAMAGE CLAIM TOLERANCE

Application of this item:

The provisions of this item are applicable only to claims pertaining to loss to Scrap Iron or Steel, STCC 40211(X); Waste or Scrap paper, STCC 40241(X)

Definition of Tolerance:

- Tolerance shall be the greater of the following:
- Two percent (2%) of the origin weight or
- 500 pounds per carload.

Application of Tolerance:

In computing the amount of loss or damage for which the carrier is responsible, the tolerance shall be deducted from the difference between the origin weight and the destination weight of the lading.

Claim filing procedure:

Claims for loss or damage shall be filed in accordance with the standard freight bill of lading terms and conditions submitted to:

**Montreal, Maine & Atlantic Railway, Ltd.
ATTN: Manager of Claims
15 Iron Road
Hermon, ME 04401**

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Bangor, ME 04401**

**SECTION 1
CHARGES, RULES AND REGULATIONS GOVERNING WEIGHING AND REWEIGHING
OF EMPTY AND LOADED CARS**

ITEM 1060

CHARGES FOR WEIGHING OR REWEIGHING

- (A) When weights are required for the assessment of freight charges, no charge will be made by the carrier for such weighing service. Weights (gross, tare and net) used for billing purposes will be furnished without charge to parties named on the billing instructions.
- (B) Shipments rated per car, per mile or any measure not requiring weights will NOT be weighed by MMA free of charge. When a car is weighed or reweighed at the request of the consignor, consignee, or another carrier in the route of movement, the service will be performed if practicable and at the discretion of the carrier. Weight information will be provided to the party requesting the weight through the Customer Service Center at 800 635- 9449 EXT 351. Charges will be in accordance with the conditions named below, subject to the rules and carload minimum weights prescribed in the price authority. In the event that the authorities for the line haul charge are contained in a private or confidential document (contract, quotation, or any non-public document), it will be the responsibility of the party requesting the weight to determine from the payer of freight charges if the shipment is moving under a per car or other charge which does not require weights for the assessment of freight charges.
- (C) When a shipper or consignee requests the weighing or reweighing of an empty car, such service will be performed and charges will be in accordance with provisions of this tariff whether or not such weighing or reweighing discloses error in the tare weight.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 1
CHARGES RULES AND REGULATIONS GOVERNING WEIGHING
AND REWEIGHING OF EMPTY AND LOADED CARS**

ITEM 1060 (Concluded)

- (D) No charge will be made for the weighing of cars in motion on private track scales located on private tracks of the same ownership, subject to the following conditions:
 - (a) Cars must remain coupled while weighing is being accomplished.
 - (b) Weighing must be accomplished at normal freight train speeds for the track on which the track scales are located.
 - (c) No additional service will be rendered by the carrier, and the weighing which occurs must be purely incidental to the normal placement of loaded cars or removal of empty cars in the performance of simple switching services deemed to be part of a line-haul service or in the performance of simple switching services specially authorized in switching tariffs.
 - (d) Carrier will not accept instructions to weigh cars, specifically by car number or otherwise, and carrier will not maintain records of cars weighed. When request is made to weigh a car or cars, charges otherwise provided herein for the weighing of cars at rest will be applicable.
- (E) When the lading has been transferred enroute due to an accident, or when for other reasons, there is evidence of loss in transit attributable to the carrier, the carriers will, when practicable, reweigh the car without charge.
- (F) When request is made by consignor, consignee, or another carrier in the route of movement, for the reweighing of any car, such reweighing shall be done, whenever practicable and at the carrier's discretion. Charges will be assessed against the party requesting the weight, unless such weighing discloses an error in the billed weight, subject to the provisions of Item 1040.
- (G) When a car is weighed or reweighed either empty or loaded, a charge as shown herein, will be made each time car is weighed: (except as provided in Paragraphs (A) and (D) of this item).

Charges:

| | |
|--|------------------|
| On private scales located at the industry | \$100.00 per car |
| When request is made at time of billing (charges billed to payer of freight charges) | \$150.00 per car |
| For all other weighing or reweighing | \$200.00 per car |

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 1
CHARGES, RULES AND REGULATIONS GOVERNING WEIGHING
AND REWEIGHING OF EMPTY AND LOADED CARS**

ITEM 1070

TRANSPORTATION TO AND FROM SCALE AND CHARGES APPLICABLE THERETO

The charges named in Item 1060 of this tariff include only the service of weighing in the normal route of movement in normal carrier operations. Charges for any additional switching or line haul movement to secure weights requested by consignor, consignee or another carrier in the route of movement will be in addition to the charges in Item 1060 and will be billed to the party requesting the weight.

ITEM 1080

WEIGHT AGREEMENTS

(A) When consignor's or consignee's weights of property are accepted and applied by the carriers under weight agreements, properly supervised, such weights should be designated in the prescribed manner on waybills, shipping tickets, bills of lading, or weight certificates (See Item 1060, Paragraph (B)), and the property will not be reweighed, except as provided in Item 1060. Proper supervision means checking of the records of the consignor's or consignee's by the authorized representative of the carrier to verify the weights and descriptions furnished, and the weighing of a sufficient number of cars for verification.

(B) When investigation, through examination of the consignor's or consignee's records, or by reweighing discloses error in weights shown on original billing, the charges will be adjusted to the proper basis.

(C) Forms of weight agreement shall be in writing and provide that:

- (1) When consignor or consignee uses its private scales, it shall report and certify correct gross weights (except where estimated weights are provided in tariff or classifications), bills of lading or weight certificates and correct gross, tare and net weights when obtained on track scales, where such weights are used for billing purposes.
- (2) The consignor or consignee shall allow the authorized representative of the carrier to inspect the original weight sheets, books, invoices and records necessary to verify the weights and description of the commodities certified in the shipping tickets, bills of lading or weight certificate.
- (3) The consignor or consignee shall promptly pay to the carrier a bill of all undercharges, resulting from the certification of incorrect weights or improper description.

(Continued on following page)

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 1
CHARGES, RULES AND REGULATIONS GOVERNING WEIGHING AND
REWEIGHING OF EMPTY AND LOADED CARS**

ITEM 1080 (Continued)

WEIGHT AGREEMENTS

- (4) When weights of uniform or standard weight articles are based upon averages, the consignor or consignee, as the case may be, shall give prompt notice to the authorized representative of the carrier when any change is made in the package material used will affect the weight arrived at by use of the average.
- (5) The consignor or consignee shall keep in good weighing condition any, and all scales used in determining weights and have track scales tested, maintained and operated in accordance with the Track Scale Specifications and Rules approved by The Association of American Railroads and shall allow the authorized representative of the carrier to inspect and test them.
- (6) The agreement may be cancelled by ten days notice in writing to either party.
- (7) All shipments made under the agreement will be subject to rates and charges prescribed by Classification, tariffs or rules of the carrier so interested.

FORM OF WEIGHT AGREEMENT

Weight Agreement No. _____ (date) _____

This AGREEMENT, entered into, by and between the _____, for and in behalf of the Carriers for which the _____ is duly authorized to execute this Agreement, and _____ of _____ (Town) _____ (State)_____.

WITNESSETH: That, in consideration of the Carriers, clients of the _____ accepting the weights and descriptions as certified on shipping orders, bills of lading or weight certificates for commodities herein specified as the basis for assessing freight charges, it is hereby agreed.

- (1) The consignor or consignee shall report and certify to the carrier correct gross weights and correct descriptions of commodities on shipping orders, bills of lading or weight certificates, by placing thereon imprint of certification stamp providing for certification by the Carriers, clients of _____. When such weights are obtained on track scales, the correct gross, tare and net weights shall be given.
- (2) When weights of uniform or standard weight articles are based upon averages, the consignor or consignee shall give prompt notice to the authorized representative of the carrier when any change is made which will affect the weight arrived at by the use of the average, including any change made in package or material used.

(Continued on following page)

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY
MONTREAL, MAINE & ATLANTIC RAILWAY
15 Iron Road, Hermon, ME 04401**

**SECTION 1
CHARGES RULES AND REGULATIONS GOVERNING WEIGHING AND
REWEIGHING OF EMPTY AND LOADED CARS**

ITEM 1080 (Concluded)

WEIGHT AGREEMENTS

- (3) The consignor or consignee shall keep in good weighing condition all scales used in determining weights and have track scales tested, maintained and operated in accordance with the Track Scale Specifications and Rules approved by the Association of American Railroads and shall also allow the authorized representative of the carrier to inspect and test them
- (4) The consignor or consignee shall keep its records in such a manner as will permit a correct and complete check, and shall allow the authorized representative of the carrier to inspect the true and original weight sheets, book, invoices and records necessary to verify the weights and descriptions of the commodities certified in the shipping orders, bills of lading or weight certificates.
- (5) The consignor or consignee shall promptly pay the authorized representative of the carrier, bills of all undercharges from original point of shipment to final destination, resulting from certification of incorrect weights or improper description, whether shipment is sold f.o.b. at point of shipment or elsewhere. Overcharges developed from check of consignor's or consignee's records will be promptly certified by the authorized representative of the carrier in writing for proper adjustment.
- (6) Shipments made under this agreement will be subject to rate, charges, minimum and estimated weights prescribed by classification, exceptions thereto, tariffs or rules of the carriers interested.
- (7) This agreement may be cancelled by ten days notice in writing to either party; it being understood that the consignor or consignee shall permit check of business and pay undercharges on all shipments made prior to cancellation.

This agreement applies on _____.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY
MONTREAL, MAINE & ATLANTIC RAILWAY
15 Iron Road, Hermon, ME 04401**

**SECTION 1
CHARGES RULES AND REGULATIONS GOVERNING WEIGHING AND
REWEIGHING OF EMPTY AND LOADED CARS**

ITEM 1090

FURNISHING WEIGHTS UNDER WEIGHT AGREEMENT

- (A) When a shipment requires ascertainment of weight at destination by reason of consignee's weight agreement, consignee must furnish weight to the destination road-haul carrier by midnight on the second day following the day that the car which contained the shipment is released from demurrage.
- (B) In the event that weight is not furnished in accordance with Paragraph (A) above, a charge of \$33.00 per car per day or fraction thereof, commencing with midnight on the second day following the day that the car which contained the shipment is released from demurrage, will be assessed by the destination road-haul carrier against the consignee until such weight is furnished.
- (C) Weights must be furnished by consignee to authorized railroad personnel in writing or by telephone confirmed in writing. If by U.S. Mail postmark will govern.
- (D) Where origin or destination weight agreements govern the assessment of freight charges, weights determined by the rail carrier are privileged information. Weights will be furnished upon request to consignor, consignee or party entitled to receive same.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY
15 Iron Road, Hermon, ME 04401**

SECTION 2

**RULES AND CHARGES
FOR
DIVERSION**

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTEAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 2
RULES AND CHARGES FOR DIVERSION**

ITEM 2000

DEFINITION OF THE TERM DIVERSION

The term "diversion" can be used interchangeably with "reconsignment" and means any request received by MMA that requires a change in the bill of lading, waybill, service order, or other shipping documents applicable to cars that are in MMA's possession as a line haul carrier.

ITEM 2010

APPLICATION

- (A) Orders for diversions will be accepted from:
1. The freight payer or its authorized representative/agent
 2. Consignee, if issuing instructions for delivery to an MMA serviced or opened industry within the switch limits of the billed destination of record at the time of the diversion request.
 3. Lessee or owner of private empty equipment (UMLER is the only reference file from which ownership or lease information will be accepted).
- (B) After a loaded car has been classified for, or reached its billed destination on MMA, only orders for a change in instructions for delivery to any MMA served or open industry within the switch limits of the billed destination will be accepted. Such orders will be accepted only if the car has not yet been placed/interchanged or classified for delivery to the consignee, switching railroad, or connecting carrier. For diversions, any additional applicable line haul and connecting railroad switch charges will be assessed.
- (C) Diversion orders will be accepted via facsimile, internet (e-mail) or in writing prior to the execution of the diversion at the address shown below:
- | | |
|-------------------------|--|
| <u>VIA U.S. Mail</u> | Montreal, Maine & Atlantic Railway, Ltd. Customer Service Center – Diversion 15 Iron Road, Hermon, Maine, 04401 |
| <u>OR Via Facsimile</u> | (207)848-4346 |
| <u>OR Via E-Mail</u> | CSC2@MMARAIL.COM |
- (D) All changes in connection with the diversion, including any applicable hold and/or demurrage charges must be paid or guaranteed to the satisfaction of MMA before the car is diverted.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTEAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 2
RULES AND CHARGES FOR DIVERSION**

ITEM 2020

LINE-HAUL FREIGHT CHARGES

- (A) The line haul charge will be applicable from origin to destination, via the diversion station, on the date that shipment is originally billed.
- (B) MMA assumes no responsibility that the lowest through rate can be protected.

ITEM 2030

TERMINAL SERVICES

MMA will not be responsible for any charges accruing on cars delivered to connecting railroad, other than the absorption of reciprocal, CTA or intermediate switching charges that are authorized by MMA switching absorption provisions.

ITEM 2040

RULES FOR HOLDING CARS

- (A) Orders to hold cars will only be accepted from:
 - 1. The freight payer or its authorized representative/agent.
 - 2. Consignee, if issuing instructions for delivery to a MMA served or open industry within the switch limits of the billed destination of record at the time of the request to hold.
 - 3. Lessee or owner of private empty equipment (UMLER is the only reference file from which ownership or lease information will be accepted).
- (B) Orders to hold cars will be accepted only if the car is in MMA possession and has not yet been placed/interchanged or classified for delivery to the consignee, switching railroad, or connecting carrier.
- (C) Car will be held at a location of MMA choosing, convenient to normal operations so as not to affect normal handling of the car or other shipments. Notice of arrival will be given to the party on whose order the car is held when the car reaches the holding station.

(Continued on following page)

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTEAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 2
RULES AND CHARGES FOR DIVERSION**

ITEM 2040 – (Concluded)

RULES FOR HOLDING CARS

- (D) Cars held will be **SUBJECT TO DIVERSION CHARGE** and this charge will be billed at the time notice to hold the car is accepted by MMA. The charge is not refundable in the event that the car is diverted, rebilled or released prior to arrival at the location.
- (E) Cars held will be subject to a storage charge equal to the daily demurrage rate per day or fraction thereof, applicable from the time of notice of hold until diverted, re-billed or released.
- (F) If the car is diverted to another destination other than the original billed destination following the initial holding of the car, it will be subject to an additional diversion charge. This charge will be billed at the time notice to hold the car is received by MMA and is not refundable in the event the car is not physically held.
- (G) The following will apply if additional movement of the car is required at the station where the car is held:
 - 1. Each movement in and out of hold will be subject to local switching charges.
 - 2. Any additional orders for movement of the car at the hold station will be subject to local switching charges for each ordered movement of the car.
 - 3. If the car is diverted to another destination, other than after either of the preceding additional movements (1. or 2.) it will be **SUBJECT TO DIVERSION CHARGE**.

ITEM 2050

CHANGING A DIVERSION ORDER

- (A) Requests to change or cancel a previous diversion order will be handled as a new diversion order and subject to the provisions and charges as applicable to a new diversion order.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY
MONTEAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 2
RULES AND CHARGES FOR DIVERSION**

ITEM 2060

MMA RESPONSIBILITY TO EFFECT DIVERSIONS

- (A) When a diversion order for a loaded car is received, the trip plan for the original destination will be compared to the trip plan as if the car had originally been billed with the change requested in the diversion order. The diversion order will be accepted if the loaded car has not yet arrived at the last common location at which a connection would have been made under both trip plans. If there are no common locations at which connections would have been made under both trip plans, the diversion order will not be accepted.
- (B) Diversion orders for empty cars will be accepted unless the car has already arrived or been classified for the billed destination.
- (C) MMA will make a diligent effort to effect a desired diversion. In the event that the diversion cannot be accomplished, the party requesting the diversion will be advised.
- (D) MMA assumes no responsibility for effecting a diversion after a car has been interchanged to a connecting railroad.
- (E) MMA will not be responsible for executing a diversion order on a specified day or time of day.

ITEM 2070

DIVERSION CHARGES

- (A) A diversion charge of \$155.00 will be assessed against the party requesting the diversion, including:
 - A. Any change to the original shipping document, including but not limited to:
 - 1) A change in the party responsible for payment of transportation charges (freight payer) of a shipment.
 - 2) A change of the shipment from "Prepay" to "Collect" or the reverse.
 - 3) A change in the description of the commodity shipped.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTEAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 2
RULES AND CHARGES FOR DIVERSION**

ITEM 2070 (Concluded)

B. All other diversions.

(B) If a single diversion order, given at one time contains a request for more than one change in the billing/shipping document, only one charge will be assessed, which will be for the change bearing the highest charge.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY
MONTEAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

SECTION 3

**RULES AND CHARGES FOR HANDLING
PRIVATELY OWNED RAIL CARS
FROM AND TO
REPAIR, STORAGE OR CLEAN OUT FACILITIES**

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 3
RULES AND CHARGES FOR HANDLING PRIVATELY OWNED RAIL CARS
FROM AND TO REPAIR, STORAGE OR CLEAN OUT FACILITIES**

ITEM 3000

**HANDLING PRIVATELY OWNED CARS FROM AND TO REPAIR, STORAGE OR
CLEAN OUT FACILITIES**

- A. MMA will assess a round trip handling charge of \$300.00 when privately owned cars, including tank cars are moved between an MMA classification yard, or interchange track and repair, storage or clean out facilities within the same switching district. This charge will be billed when the car is delivered to the repair or storage facility. This charge will always apply on private cars, unless MMA receives line haul revenue to or from the repair or storage location.
- B. Empty cars moving on own wheels will be subject to charges published in MMA Mileage tariff when:
 - 1. Cars are new or re-stenciled with new initials and/or numbers.
 - 2. Cars are not listed in UMLER.
 - 3. Cars are moving for scrapping or sale.
 - 4. Privately owned cars, other than tank cars moving from an MMA origin, classification yard, or interchange track to a repair, storage or clean out facility located outside of the switching limits of the origin station, MMA classification yard, or interchange track, will be transported at mileage rates published in Mileage tariff. The car will move free back to the station originating the move, or to another location on MMA's system, or an interline interchange track.
- C. When cars received by MMA for repair are not ordered placed to the repair, storage or clean out facility within 24 hours after notification that the car is available for placement, MMA will assess a holding charge equal to the daily demurrage rate per car per day until the car is ordered placed to the repair facility.
- D. If cars are returned to MMA for holding after being placed at the repair, storage or clean out facility, each car will be subject to a charge equal to the daily demurrage rate per car per day holding charge after the first 24 hours MMA holds the car, until the car is released for further movement.
- E. In absence of advance written instruction requesting otherwise; handling charges and mileage rates will be assessed against the car owner.
- F. This section does not apply to repair, storage or clean out facilities operated by MMA.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

SECTION 4

**RULES, REGULATIONS, AND CHARGES
FOR THE MOVEMENT OF FREIGHT TRAINS
ALSO
SPECIAL TRAIN AND SWITCHING MOVEMENTS
AT TERMINALS**

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
-MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 4
RULES, REGULATIONS AND CHARGES FOR THE MOVEMENT
OF FREIGHT TRAINS**

ITEM 4000

APPLICATION OF SPECIAL TRAIN MOVEMENTS

When continuous special freight train service is requested by shipper or consignee or required because of excessive dimensions, excessive weight, high center of gravity or any other condition not permitting normal train operation, MMA may, at the sole discretion of MMA, perform special train movements:

- * Between stations on MMA, or between stations on MMA and junctions with connecting lines.
- * The special freight train charges shown in item 4020 will be made for this service and will be in addition to the regular freight charges applicable to ordinary freight train movements.
- * The right is reserved to fill out such trains with additional cars at the option of MMA.

ITEM 4010

ADVANCE NOTIFICATION REQUIRED

Special freight train movements will only be arranged upon reasonable notice to MMA and when special motive power and crews are available without serious detriment to its other service.

ITEM 4020

CHARGES FOR SPECIAL FREIGHT TRAIN

The charge for special freight train service will be based on the rate of \$30.00 per train mile or fraction thereof, via route of movement, subject to minimum of 100 miles, which will be in addition to all other charges associated with the shipment.

Provisions of this tariff will not apply on special freight train movement of circus property, outfits, trains or cars when handled under special prices or contracts.

ITEM 4030

IDLER CAR

When special train movements include idler cars which are required for any reason, an additional charge of \$750.00 will be assessed for each such idler car.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 4
RULES, REGULATIONS AND CHARGES FOR THE MOVEMENT
OF FREIGHT TRAINS**

ITEM 4040

MILEAGES TO BE USED IN DETERMINING CHARGES

Mileage will be computed on the basis of actual distance via the route of movement per MMA Mileage
Tariff.

ITEM 4050

SPECIAL TRAIN SERVICE AT TERMINALS

When special movements at terminal stations are required because of excessive dimension, excessive
weight, high center of gravity or other conditions not permitting normal operations, a charge will be made
in addition to the regular freight or switching rates. A charge of \$1100.00 will apply when the time
consumed is eight (8) consecutive hours or less for the time required to make the movement, and return
the engine and crew to the starting point. Time required in excess of eight (8) consecutive hours but no
more than twelve (12) hours in the aggregate will be charged at \$210.00 per hour or fraction thereof.

ITEM 4060

ATTENDANTS ACCOMPANYING FREIGHT SHIPMENTS

If MMA is unable to provide sufficient space to accommodate attendants accompanying freight
shipments in the cab of a locomotive in special freight service, attendants must furnish their own
caboose or substitute, and the following charges will apply:

CHARGES FOR CABOOSE

\$2.00 per mile, minimum charge of \$500.00 per caboose.

CHARGES FOR ATTENDANTS ACCOMPANYING SHIPMENTS

\$1.00 per actual mile traveled, minimum charge of \$250.00 per attendant.

Mileage is to be computed per item 4040.

Attendants will be required to execute releases from liability satisfactory to MMA.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

SECTION 5

**RULES AND CHARGES
GOVERNING
OVERLOADED CARS**

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 5
RULES AND CHARGES GOVERNING OVERLOADED CARS**

ITEM 5000

RULES GOVERNING OVERLOADED CARS

A car for which either the net weight is in excess of the car's load limit or the gross weight is in excess of the track weight limit at any point along the route of movement is defined as an overloaded car.

- A. MMA may elect to stop an overloaded car enroute and hold it on a track where partial unloading may be accomplished. It will be the responsibility of the consignor or owner of the shipment to partially unload the car at its expense. Removal of lading must be sufficient to eliminate the overload condition as defined above. MMA will not furnish any personnel, equipment or machinery that may be necessary to partially unload the overloaded car.

Charges for each such car will be assessed as follows:

1. \$5.00 per mile charge subject to a minimum of \$300.00 for each move to track(s) where partial unloading may be accomplished and then to scales for reweighing.
2. Car reweighing charge per item 1060.
3. Demurrage charges per car per 24-hour day or fraction thereof, beginning from the time of notification by MMA until MMA has been advised that lading has been adjusted and the car is ready to move on to destination.

No free time will be allowed and charges will apply for all days held, including Holidays.

4. Freight charges pursuant to Item 5010, or 5020.
5. \$500.00 per car "overload charge" for each such car that has been determined by MMA to have been overloaded by more than 5000 pounds effective on all commodities.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 5
RULES AND CHARGES GOVERNING OVERLOADED CARS**

ITEM 5010

FREIGHT CHARGES APPLICABLE ON LADING

A. WHEN FORWARDED TO ORIGINAL DESTINATION

When a car is loaded beyond its maximum carrying capacity, the lading will, when practicable, be transferred to a car of sufficient capacity. When a car of sufficient capacity is not available or if car is loaded beyond track weight limitation, so much of the lading as may be necessary to reduce lading weight below the weight restrictions of the car and/or weight restriction on rail will be transferred to another car, the entire shipment will be charged at actual weight and carload rate from point of origin to destination.

ITEM 5020

FREIGHT CHARGES APPLICABLE ON EXCESS LADING WHEN DELIVERED TO DESTINATION

When an overloaded car has been delivered through to destination without being stopped enroute for partial unloading, the freight in excess of the car's load limit or freight equivalent to the difference between the car's gross weight and the lowest track weight limit at any point along the route of movement, whichever is greater, will be billed at \$53 per ton, but not less than a minimum of \$500 per car.

ITEM 5030

RULES GOVERNING IMPROPERLY LOADED CARS

It is the duty of the shipper to ensure that its shipment complies with the AAR Loading Rules and applicable MMA loading rules. MMA cannot and does not routinely inspect shipments to determine compliance with such rules in light of the various different requirements peculiar to each respective shipment needed to secure compliance with the Loading Rules. When MMA does inspect a shipment, MMA does so in general terms and MMA takes no responsibility for hidden or latent non-compliance with the Loading Rules or patent non-compliance with the Loading Rules, which because of the unique characteristics of the shipment are not readily recognizable except to a person expert to the particular shipment.

- A. MMA may elect to stop an improperly loaded car enroute and hold it on a track where the load realignment may be accomplished. It will be the responsibility of the consignor or owner of the shipment to align or secure the load in the car at its expense. MMA will not furnish at its expense any personnel, equipment or machinery that may be necessary to properly realign and secure the shipment.

(Continued on following page)

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

ITEM 5030 (Continued)

RULES GOVERNING IMPROPERLY LOADED CARS

Charges for each such car(s) will be assessed as follows:

1. \$5.00 per mile charge subject to a minimum of \$300.00 for each move to and from the track where load realignment may be accomplished.
2. Demurrage charges per car per 24-hour day or fraction thereof, beginning from the time of notification by MMA until MMA has been advised that lading has been adjusted and the car is ready to move on to destination. No free time will allowed and charges will apply for all days held, including Holidays.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

SECTION 6

**RULES AND CHARGES GOVERNING CARS
CROSSING INTERNATIONAL BORDERS**

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 6
RULES AND CHARGES GOVERNING CARS
CROSSING INTERNATIONAL BORDERS**

ITEM 6000

RULES GOVERNING BORDER CROSSING

On all traffic crossing the Canada-United States border for which Montreal, Maine & Atlantic Railway is the importing carrier, Montreal, Maine & Atlantic Railway will assess Customs User Fees to the "payer of the freight". The amount of such fees will be as determined from time to time by the respective government agencies levying such fees.

These charges will be applied to all traffic including Merchandise, Automotive, Intermodal and Bulk traffic. In transit shipments {U.S. through Canada to U.S., or Canada through U.S. to Canada} may be exempt from some charges.

ITEM 6010

BORDER CROSSING POINTS

The following are active border crossing points for MMA:

BORDER CROSSING POINT(S):

| | |
|-------------------------|-----------------------|
| JACKMAN / WOBURN | MAINE / QUEBEC |
| VAN BUREN / ST. LEONARD | MAINE / NEW BRUNSWICK |
| RICHFORD / ABERCORN | VERMONT / QUEBEC |

ITEM 6020

INAPPROPRIATE, DEFECTIVE OR INCOMPLETE DOCUMENTATION

Any inappropriate, defective or incomplete documentation by the party furnishing the Bill of Lading {such as commodities described as FAK or other defects in contravention of applicable customs regulations} will result in an additional charge to the party furnishing the Bill of Lading of \$500 plus the cost of any associated expense to satisfy a customs or other government regulations request/demand to open the car. Cars will be held on demurrage until resolution of documentation issues with **no free time** allowed.

ITEM 6030

**U. S. DEPARTMENT OF AGRICULTURE ANIMAL & PLANT HEALTH INSPECTION SERVICE (APHIS)
AGRICULTURAL QUARANTINE & INSPECTION USER FEE (AQI)**

On every loaded car entering the United States from Canada for which Montreal, Maine & Atlantic Railway is the importing carrier, an Agricultural Quarantine and Inspection (AQI) User Fee levied by the Animal & Plant Health Inspection Service (APHIS) will be assessed to the "Payer of the Freight". MMA reserves the right to assess this fee to a shipper or receiver on its lines, as the case may be, should the "Payer of the Freight" not pay.

The amount of such fee will be as determined from time to time by the respective government agency(s) levying such fees.

EXPIRES: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

SECTION 7

**RULES AND CHARGES
FOR
MISCELLANEOUS SERVICES**

ISSUED: August 17, 2007

EFFECTIVE September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 7
RULES AND CHARGES FOR MISCELLANEOUS SERVICES**

ITEM 7000

RULES GOVERNING RECEIPT AND DELIVERY OF CARS OF FREIGHT ON, TO AND FROM PRIVATE TRACKS AND INDUSTRIAL TRACKS SERVED BY MMA, ALSO DELAY OF CARRIER'S LOCOMOTIVES

1. Except as otherwise provided in other tariffs, cars of freight moving under carload, multiple carload or unit train rates including switching rates or empty cars moving with or without charge will be delivered on and removed from privately owned side tracks or industrial tracks near and connecting with carrier's tracks without any additional charge, provided there are no conditions which make it unsafe for the carrier's locomotives to operate over such tracks, or that prevent the carrier from receiving or delivering cars at its ordinary operating convenience. (See Note 2)
2. Cars covered by Paragraph 1 will be received and delivered at loading and unloading locations on tracks designated by the industry within the industrial plant site without any additional charge when that service can be ordinarily performed in continuous movement at the carrier's ordinary operating convenience, within the meaning of these terms as defined in Notes 1 and 2 provided the locomotives in general used for switching in the vicinity of the plant site can safely operate over the tracks within the plant site.

NOTE 1: "Continuous movement" means a movement between the carrier's tracks and the loading or unloading locations, a hold track or tracks, or other place where cars are received or delivered without any delay or any suspension or break in time, or continuity of the movement, due to any circumstances or condition for which the industry is directly responsible

NOTE 2: Ordinary Operating Convenience("OOC") means that switching service will be provided by the carrier at the plant site or siding location at the following times:

- a. In general, OOC contemplates on one switch per day and only on those days when the carrier has regularly scheduled service at the plant site or industry siding, except that the carrier may, at its discretion only, makes additional switches when necessitated by the volume of traffic or to secure prompt release of equipment or facilities.
- b. The following services, when requested by shipper, consignee, or other party authorized to receive or deliver the car, are not in OOC of the carrier and will be subject to the charges maintained by the carrier in its tariffs for special train service or other more specific services; such charges shall be in addition to all other charges:

Switching service on days service is not regularly scheduled:

Switching service performed at the specific request of the industry when such service is in addition to regularly scheduled service or is requested at a time other than the time selected by the carrier to perform switching service; or at a specifically designated time of the day.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE AND ATLANTIC RAILWAY, LTD
15 Iron Road, Hermon, ME 04401**

**SECTION 7
RULES AND CHARGES FOR MISCELLANEOUS SERVICES**

ITEM 7010

**RESTRICTION GOVERNING LOADING OR UNLOADING OF HAZARDOUS OR DANGEROUS
COMMODITIES ON PUBLIC DELIVERY OR TEAM TRACKS**

MMA will not permit hazardous or dangerous commodities as determined by MMA and/or applicable regulations to be loaded or unloaded at public delivery tracks or team tracks.

ITEM 7020

**CARS RELEASED FROM INDUSTRY OR TEAM TRACKS WITHOUT FINAL DESTINATION
FORWARDING INSTRUCTIONS**

1. When on a customer's order a car is removed from industry or team track without proper final destination forwarding instructions and such car is held on carriers or shippers' leased track awaiting forwarding instructions, the provisions of Item 2040, "Rules for Holding Cars" will apply.
2. If a car is removed from industry or team track on customer's order without proper final destination, forwarding instructions, and held awaiting forwarding instructions on carrier's track or shippers leased track, and such car is ordered back to the original industry or team track, the switching charge will be assessed for the movement of the car in each direction.

ITEM 7030

**CHARGES FOR CARS REQUIRING SWITCHING-TURNING OF CARS TO PERMIT LOADING OR
UNLOADING**

Rail cars must be properly loaded by shipper in such a manner that unloading can be accomplished from either side of the equipment. Any request to turn a car will be subject to the following charge:

1. When a customer requests that MMA turn a car(s), the party requesting the service will pay MMA \$500.00 for each car that MMA turns.

ITEM 7040

CHARGES FOR RETURN OF CARS ACCOUNT OF SHIPPER'S ERROR

When loaded or partially loaded cars are returned to industry, the following charges for return movements will be made to the party requesting such return: \$3.00 per mile with a minimum of \$300.00.

(Continued on following page)

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 7
RULES AND CHARGES
FOR MISCELLANEOUS SERVICES**

ITEM 7040 (Continued)

CHARGES FOR RETURN OF CARS ACCOUNT OF SHIPPER'S ERROR

When loaded or partially loaded cars are returned to industry within switching limits, a Primary Switching Charge per car will be made in each direction.

ITEM 7050

HANDLING OF CARS DIVERTED AT INTERCHANGE STATIONS

If after receiving a car in interchange from a connecting carrier, MMA is requested to return the car to the same carrier or give the car to another carrier at the interchange station, prior to the car departing the interchange station in MMA line-haul service or placing the car at an industry, charges for handling the car will be \$450.00 per car.

ITEM 7060

INTERCHANGE ERROR MOVEMENTS

1. Cars received by MMA in error or without necessary forwarding directions, will be handled in accordance with AAR Car Service Rule 7.
2. If cars are returned to the delivering/connecting carrier, forwarded to the proper carrier, or require holding, MMA will assess the delivering/connecting carrier a per car charge of: \$450.00
3. Cars held, awaiting disposition or for necessary data for forwarding, will be subject to an additional charge of \$40.00 per car per day (assessed against the delivering carrier), following the first 12:01 AM after which written notice is given the delivering/connecting carrier.

ITEM 7070

MMA SUPPLIED RAILCARS – SUITABLE FOR LOADING

1. All cars released as an empty return to MMA must be clean and suitable for immediate reloading. MMA supplied cars returned in an unsuitable condition for immediate reloading will be subject to a charge of \$400 applicable against the previous unloading party. This is in addition to all other applicable transportation and ancillary charges.
2. The unloader of a car must remove all lading and non-railway owned dunnage, blocking, bracing, strapping or other material not part of the inbound shipment, unless otherwise provided in writing.

(Continued on following page)

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 7
RULES AND CHARGES FOR MISCELLANEOUS SERVICES**

ITEM 7070 (Continued)

MMA SUPPLIED RAILCARS – SUITABLE FOR LOADING

3. The unloader must also close and secure all doors, gates and hatches. MMA will provide written notice to the unloader when cars are released with open doors, gates and hatches. Following the date of notification, all subsequent occurrences shall be subject to the \$400.00 charge.

ITEM 7080

SWITCHING-TURNING OF CARS TO PERMIT LOADING OR UNLOADING FOR CONNECTING LINES

When at the request of connecting lines, cars are turned to permit loading or unloading from one particular side or end of car, the following charges will be assessed against the line requesting service:

- A. If the car is turned at a "Y" or a turn-table within the switching limits, switching charge of \$500.00 per car will apply in each direction.
- B. If the car is turned at "Y" or a turn-table at a point located outside the switching limits, apply charge of \$5.00 per car mile for the round trip will be made subject to a minimum charge of \$500.00

ITEM 7090

MAINTENANCE CHARGE FOR INDUSTRIAL SWITCH CONNECTIONS

DEFINITION OF TERMS

1. An industrial switch connection is a switch located upon MMA property and maintained by MMA for access to privately-owned sidetracks.

CHARGE FOR MAINTENANCE OF INDUSTRIAL SWITCH CONNECTION

1. The charge for maintaining each industrial switch connection is \$4500.00 per year. This charge is payable by the owner of the sidetrack served by the industrial switch connection within thirty (30) days of invoice date and for each succeeding year.

MAINTENANCE CHARGE FOR INDUSTRIAL SWITCH CONNECTIONS EXEMPTIONS

1. The charge will not apply as to any calendar year in which the privately owned side track served by the industrial switch connection originates or terminates seven (7) or more carloads.
2. The charge will not apply where specific terms of an executed Sidetrack Agreement so provide.
3. The charge will not apply if the owner of the sidetrack served by the industrial switch connection requests, before the payable date of the charge, that MMA remove the industrial switch connection.

(Continued on following page)

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 7
RULES AND CHARGES FOR MISCELLANEOUS SERVICES**

ITEM 7090 (Continued)

MAINTENANCE CHARGE FOR INDUSTRIAL SWITCH CONNECTIONS

MULTI-SIDINGS

1. Where more than one privately, owned sidetrack is served by a single industrial switch connection, each of the individual owners of the private sidetracks, will be liable for an equal share of the charge. The total number of carloads originated or terminated on all of the private sidetracks served by the industrial switch connection will determine whether the exemptions above apply.
2. MMA is under no obligation to provide service to or from those private sidetracks for which any part of the applicable charge is unpaid.

ITEM 7100

BILLS OF LADING; RATE-ROUTE INACCURACIES

Nothing in the bills of lading shall be construed to obligate MMA to verify the rates specified on such bills of lading, to notify shippers of inaccuracies in those rates, or to reject bills of lading tendered by shippers and containing inaccurate rates including rates which have application but not via routing shown on the bill of lading. MMA reserves the right at all times to apply the applicable rate then in effect with respect to the route designated. Should no route be designated by the bill of lading, MMA shall be under no obligation to obtain more specific routing instructions from the shipper. In such case, MMA will transport the traffic via an available route at its discretion between origin and destination.

ITEM 7110

BILLS OF LADING OR RECEIPTS FOR RETURN OF EMPTY CARS

It will not be permissible to issue bills of lading or receipts for the return of empty cars of any description, EXCEPT: Upon request from consignors, MMA may issue a receipt in the following form to cover the free return movement of empty tank cars under the provisions of Rule 35, Tariff BOE 6000-Series.

Sample:

_____ Railroad received at _____ on _____ 20__.

FROM

Subject to the provisions of Classification covering movement of empty tank cars of private ownership, for which no charge is made.

Consigned to

Destination _____ State of _____ County of _____

Route _____ Car Initial _____ Car Number _____

This car last contained _____ and (is) (is not) protected by inflammable placards.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 7
RULES AND CHARGES FOR MISCELLANEOUS SERVICES**

ITEM 7120

SECURITY DEPOSITS FOR PAYMENT OF DEMURRAGE, STORAGE AND OTHER ACCESSORIAL CHARGES

- (A) A security deposit to ensure payment of any demurrage, storage and other accessorial charges that may accrue will be required from every customer who:
1. Is not on the MMA's approved credit list **and**
 2. Fails to pay demurrage, storage and other accessorial charges after specific written demand.
- (B) The deposit must be paid in cash, certified check, cashier's check or money order before any freight car is delivered to such customer for loading or unloading. A deposit on one unit of equipment will not be transferable to another.
- (C) The deposit for each car shall be in the minimum amount of \$300.00 or up to the maximum amount of demurrage, storage and other accessorial charges that accrued on any one car during the preceding 12 months.
- (D) However, in the case of a customer receiving multiple cars for loading or unloading, the total amount required to be deposited shall not exceed the higher of the following two numbers.
1. \$3000.00 or
 2. the amount of existing past due demurrage, storage and other accessorial charges accrued by the customer plus \$500.00
- (E) The deposit will be refunded after payment has been received for demurrage, storage and other accessorial charges on the corresponding equipment, should such charges have been incurred. The customer's request for refund must be made in the manner and to the office designated by MMA. If no refund request is received by that designated office within thirty (30) days after the equipment is released; MMA will refund the remainder of the deposit to the customer after deducting any unpaid demurrage, storage and other accessorial charges on that equipment.
- (F) Deposits will no longer be required after the customer **either:**
1. Is placed on the MMA's approved credit list, **or**
 2. Has paid all outstanding demurrage, storage and other accessorial charges, and has given assurance to the satisfaction of MMA's credit office that future demurrage, storage and other accessorial charges will be paid within the credit period.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

**SECTION 7
RULES AND CHARGES FOR MISCELLANEOUS SERVICES**

ITEM 7130

STAKING, BLOCKING AND BRACING OR OTHERWISE SECURING FREIGHT

When freight is required to be staked, blocked or otherwise secured for safe transportation, shippers will be required to furnish the material and labor to do so at their own expense.

ITEM 7140

ADDITIONAL CHARGE FOR CUSTOMER CAUSED CONGESTION ON RAILROAD FACILITIES

When in the sole judgment of Montreal, Maine & Atlantic Railway, an excessive quantity of constructively placed cars for a particular consignee congests railroads facilities causing material operating problems, Montreal, Maine & Atlantic Railway's Marketing Department will notify consignee (receiver) at the locations to which cars are destined. Starting three days from the date of notification, Montreal, Maine & Atlantic Railway will charge consignee \$50.00 per car per day or fraction of a day for all consignees' cars. Additional cars subsequently received for constructive placement in such that the total number of cars on constructive placement exceeds three ("3") times the number of cars that can be unloaded per day by consignee with normal switching, will be placed into demurrage status immediately with **no free time** allowed until the total number of cars constructively placed falls below the level above. When customer's constructively placed cars drop below this level, Montreal, Maine & Atlantic Railway will, effective that day, cease the \$50.00 per car per day charge. This charge is in addition to all provisions in MMA 6004 Series.

ITEM 7150

CARS FOUND TO BE LEAKING HAZARDOUS MATERIALS

MMA will assess a charge of \$1000.00 or actual expense plus 15% for the handling of each car loaded with or containing residue of Hazardous Material that are found to be leaking, and for which MMA or its representatives take action for securement of the leaking car.

Charges will be assessed to the shipper shown on the applicable bill of lading. Shipper remains liable for all other securement, clean up, and other incidental charges associated with the leaking car.

ITEM 7160

CHARGES FOR THE RETURN OF SHIPPING DEVICES

Unless specifically provided in individual pricing quotations or contracts, Montreal, Maine & Atlantic Railway will not provide free return of pallets, platforms, skids, containers, carriers, or other shipping devices ("Shipping Devices"). When a customer requests movement of a car containing Shipping Devices, a charge of \$2.00 per MMA mile, subject to a minimum of 300 miles, will apply.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

**ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401**

ABBREVIATIONS / REFERENCE MARKS

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401

EXPLANATION OF ABBREVIATIONS

ITEM 8000

EXPLANATION OF ABBREVIATIONSABBREVIATIONSEXPLANATION

| | |
|-------------|--|
| AAR | Association of American Railroads |
| abbr | Abbreviations |
| Ave..... | Avenue |
| BOE | Bureau of Explosives |
| CL | Carload(s) |
| Co | County or Company |
| Inc..... | Incorporated |
| Jct..... | Junction |
| Lb.(s)..... | Pound(s) |
| MMA..... | Montreal, Maine & Atlantic Railway, Ltd. |
| NEC..... | Not elsewhere classified in Standard Transportation Commodity Code Tariff STCC 6001-series |
| NOIBN..... | Not otherwise indexed by name in UFC |
| No..... | Number |
| RPS..... | Railroad Publication Services |
| Rte..... | Route |
| STCC | Standard Transportation Commodity Code |
| Viz | Namely |

EXPLANATION OF NOTES

NOTE 1 - The two character state abbreviations used in this tariff are those adopted for general use by the United States, Canada and Mexico. In certain instances, they are the same as those used to represent the names of carriers.

ISSUED: August 17, 2007

EFFECTIVE: September 10, 2007

ISSUED BY:
MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 Iron Road, Hermon, ME 04401