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**BEFORE THE
SURFACE TRANSPORTATION BOARD**

**ARI RAILCAR SERVICES LLC –
PETITION FOR DECLARATORY ORDER**

STB Finance Docket No. 36311

PETITION FOR DECLARATORY ORDER

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ARI Railcar Services LLC (“Railcar Services”) hereby files this Petition for Declaratory Order (“Petition”) at the Surface Transportation Board (“STB” or “Board”), pursuant to 5 U.S.C. § 554(e) and 49 U.S.C. § 1321, for an order declaring that certain charges billed by Norfolk Southern Railway Company (“NS”) against the Tennille, Georgia rail car repair facility are inapplicable, constitute an unreasonable practice in violation of federal law, and are otherwise unlawful.¹ In support hereof, Railcar Services states as follows:

I. Summary of Argument.

Rail transportation cannot occur without rail cars, yet the nation’s railroads have shed much of their rail car fleets over the past several decades. Consequently, privately-owned rail

¹ Railcar Services, whose parent company is a member of the North America Freight Car Association (“NAFCA”), appreciates the Board’s efforts to address the overall problems with demurrage practices, including the two-day hearing held May 22-23, 2019. NAFCA filed comments for the hearing. Railcar Services’ Petition is directed at the specific issues facing it because of NS’s practices as applied to its railcar repair facility. Railcar Services seeks an expedited ruling because NS has recently indicated that the invoices will be escalated for collection.

cars are now indispensable to the functioning of the interstate rail network. Of course, the nation's tank car fleet has long been virtually 100% private, such that private car owners, and the services that support them, like car repair facilities, are vital to the transport of products that keep the economy moving and enable the conveniences of modern life.

Rail transportation also cannot occur without regular repair and maintenance of rail cars. Private rail car owners rely heavily on private rail car repair shops, like the facility in Tennille, Georgia, to keep their cars operating, in compliance with ever-changing regulatory requirements, and otherwise well-maintained. Without these private repair shops, private car ownership and, by extension, interstate commerce itself, would dramatically suffer. The Tennille Facility is a railcar repair shop and thus plays an especially crucial role in “fulfill[ing]...national needs related to freight car use and distribution; and maintenance of an adequate supply of freight cars to be available for transportation of property.”²

The factual assertions in this Petition are supported by the testimony of BJ Thompson, who is the Plant Manager at the Tennille Facility. See the attached Verified Statement of Mr. Thompson (“Thompson V.S.”). As described in this Petition, the charges assessed by NS against Railcar Services at the Tennille facility are not consistent with NS's tariff and are contrary to the purposes and intent of demurrage and storage charges. The repair facility does not ship, load or unload commodity, nor does the facility use railcars to store commodity. In fact, the railcar repair industry is the epitome of the purposes underlying the demurrage statute because it enables the maintenance of an adequate supply of freight cars, which was a role that the railroads themselves traditionally held.

² See 49 U.S.C. § 10746 (emphasis added).

The NS charges do not facilitate or engender smooth-functioning of the national rail transportation system, nor do they support the maintenance of the private rail cars that are so vital to that system. Instead, the NS charges do exactly the opposite – they hinder the facility’s efforts to be an effective part of a smooth functioning rail transportation system – because Railcar Services has no control over the transportation of cars to its facility, no ability to select which cars come into its shop and, thus, no ability to avoid the charges.

The NS charges are especially unreasonable when applied against Tennille because NS rejected good faith efforts by Railcar Services to try to facilitate efficient car flow through Tennille. First, Railcar Services requested that NS bring individually-specified cars, as identified by Railcar Services, into the Tennille facility before other cars. This would enable the facility to repair the cars in the most efficient order and, thereby, possibly reduce the need for any temporary storage in NS’s nearby rail yard. NS refused this request, asserting that it would move cars into Tennille based only on which ones were easiest for NS to access. In another effort to address the situation, Railcar Services requested that its Tennille facility be re-classified as “closed-gate.” Again, NS refused. These refusals confirm that improved efficiency is not NS’s goal and support the inappropriateness and unlawfulness of the charges assessed by NS against the Tennille facility. Railcar Services has no ability to reduce either the storage needs or the resulting charges so, under governing Board precedent and the public policies underpinning demurrage, the charges cannot be assessed against Railcar Services.³

³ The Board has used the term “demurrage” to cover not just detention of railroad-owned cars, but also temporary storage of private cars on railroad track. See, e.g., Demurrage Liability, STB Ex Parte No. 707, slip op. at 15 (served April 11, 2014). In this Petition, Railcar Services will use the term “demurrage” in this broader sense, such that it includes the storage charges assessed by NS against private rail cars inbound to Tennille.

In this set of circumstances, NS's charges fail to fulfill the "incentive" aspect of demurrage because Railcar Services can take no steps to eliminate the charges. NS has rejected the few efforts available to Railcar Services to operate most efficiently at Tennille, move the cars more smoothly, and potentially reduce the storage needs on NS track. These charges are exactly contrary to the "national needs related to...maintenance of an adequate supply of freight cars" because these charges create no incentive or ability for Railcar Services to avoid the charges. It is unreasonable under these circumstances to allow a railroad to impose significant, unpredictable charges, of over six figures per month, especially when it is clear that the railroad has no interest in working with the repair facility to eliminate, reduce, or even address these charges.

II. Factual Background.

The Tennille Facility is a private, full-service rail car repair facility located on an NS rail line in Tennille, Georgia between Macon and Augusta. See Thompson V.S. at ¶ 4-5, Exhibit 1. NS has the only rail line that leads to the Tennille facility, which means that all rail cars repaired by Railcar Services at Tennille must utilize NS to be transported to and from the facility. At the Tennille facility, Railcar Services primarily engages in repairs of covered hoppers, pressure differential hoppers, and tank cars. Typical services provided at Tennille include tank car qualification, wreck repair, lining installation, cleaning, painting, and otherwise verifying compliance with the requirements of the Federal Railroad Administration and the Pipeline and Hazardous Materials Safety Administration. Railcar Services repairs rail cars for a wide variety of customers at the Tennille site, including fleet management companies, car owners, and lessors/lessees. Id. at ¶ 4-6.

The Tennille Facility owns a network of private tracks and approximately 200 rail cars can occupy these tracks at any one time. Railcar Services owns and operates a trackmobile to move rail cars within the Tennille site. Railcar Services has operated the Tennille facility since 1993, and approximately 1000 rail cars per year are repaired at Tennille. On average, processing 1000 cars over a 12-month period supports that Tennille’s internal storage track for 200 railcars is more than sufficient and reasonable. This would be especially true if NS assisted in facilitating the efficient car flow during any period that excessive cars are sent to the facility. Railcar Services also operates six other full-service rail car repair facilities in the U.S. See Thompson V.S. at ¶ 8.

Railcar Services does not have a transportation contract with NS regarding Tennille. Railcar Services does not pay transportation charges to NS, whether via contract or tariff. Railcar Services does not engage in the shipment or receipt of freight at Tennille, nor does Railcar Services engage in freight loading or unloading at Tennille. Similarly, Railcar Services does not direct or control transportation of rail cars inbound to the Tennille site or outbound from the Tennille site. See Thompson V.S. at ¶ 25. Arrangements for transportation of these cars are made by car owners and fleet managers in conjunction with NS and railroads that interchange with NS. In fact, Railcar Services does not usually know when or if rail cars have been sent to Tennille until, at most, just a few days before the cars arrive. See Thompson V.S. at ¶ 9.

In December 2018, NS issued an invoice to “American Railcar Industries In” [sic]⁴ for charges allegedly accrued during November 2018. This invoice did not specify the applicable source for the charges (such as the relevant NS tariff number), but merely stated “private car storage” as explanation for the charges. Thompson V.S. at ¶ 13-14, Exhibit 4. A similar invoice

⁴ Although the NS invoice is addressed to American Railcar Industries, the correct operator of the facility is ARI Railcar Services LLC.

was issued by NS to “American Railcar Industries In” [sic] in early January 2019 for the prior month; the amount charged on this invoice was over double the amount in the prior month’s invoice. Thompson V.S. at ¶ 14, Exhibit 5.

During January, Railcar Services and NS engaged in discussions regarding the inbound cars held by NS outside the Tennille facility in a nearby NS rail yard, and how to work together to reduce the number of cars held by NS. In these discussions, Railcar Services expressed its opposition to the charges in the November and December invoices for a variety of reasons. Among other things, Railcar Services told NS that (1) the NS demurrage and storage tariff only speaks in terms of loading and unloading facilities, which does not include Tennille, (2) NS failed to provide switching service on certain days, or failed to switch the number of cars requested by Railcar Services, (3) Railcar Services has no control over third parties routing cars to Tennille, (4) the charges deviated from NS’s stated policy which was to switch the oldest cars (i.e., the cars that had been held by NS for the longest time) from the nearby NS yard into the Tennille facility, and (5) it would like to change to “closed-gate” status at Tennille. Thompson V.S. at ¶ 15-19 and 25.

During February 2019, the number of inbound cars being held by NS outside the Tennille facility was consistently decreasing, but the demurrage bills from NS kept arriving. Thompson V.S. at ¶ 14 and 24. Late in the month, Railcar Services received a bill for over six figures from NS for charges that allegedly accrued during January. See Exhibit 6. A similar bill, with an even higher six-figure sum, was received from NS in March 2019 for charges that alleged accrued during February. Thompson V.S. at ¶ 14, Exhibit 7. As time passed, NS’s willingness to jointly work toward reduction of the stored cars seemed to fade while, at the same time, NS’s insistence on payment of the invoices increased. Railcar Services consistently disputed the

invoices received from NS, and included the reasons for the dispute. Thompson V.S. at ¶ 15-22. A smaller invoice for March 2019 was also received in April. Thompson V.S. at ¶ 14, Exhibit 8.

NS's sudden effort to assess significant charges against the Tennille facility started after NS's October 1, 2018 announcement of tariff changes that reduced credit days. Thompson V.S. at ¶ 12, Exhibit 3. To the knowledge of Mr. Thompson, the Tennille Facility did not experience demurrage or storage charges in the past. Thompson V.S. at ¶ 11. In part, this may have been because of the 3-day credit that applied for each inbound private car upon arrival to the Tennille Facility. This meant that for each delivered car, there were three days of credit. For each day that a car was held on NS-owned track, one debit day was incurred. At the end of the month, the credit days and the debit days would be totaled, and a fee of \$50 per debit would apply if the resulting amount was negative. Railcar Services is constantly monitoring the cars moving into and out of the facility, and working diligently to keep the flow moving. Railcar Services is only aware of a few times in the past when cars were delivered faster than they could be accepted into the facility. Prior to the recent large invoices, there was no reason to question NS's actions regarding the process or applicability of the charges. Thompson V.S. at ¶ 11.

NS later reduced the credits to two per inbound car and then, with the October 1, 2018 announcement, eliminated the credits altogether effective January 1, 2019. At the same time, NS apparently backed away from its earlier determination that the Tennille Facility is neither a loading or unloading facility, and not covered by NS's demurrage tariff. Hence, as described above, large demurrage invoices from NS began arriving. No additional invoices have been received by the Tennille Facility as of the time of this Petition, but NS sent an e-mail to Railcar Services on May 28th, stating that "NS must have payment at our bank by Friday, 5/31." Thompson V.S. at ¶ 22.

III. Governing Law.

A. The Board has discretion regarding whether to issue a declaratory order.

The Board has authority to issue a declaratory order to “terminate a controversy or remove uncertainty.”⁵ In determining whether to issue a declaratory order, the Board has “broad discretion.”⁶ Demurrage charges are subject to Board oversight pursuant to 49 U.S.C. § 10702, which requires railroad rules and practices to be reasonable, and 49 U.S.C. § 10746, “which requires railroads to compute demurrage charges, and establish rules related to those charges, in a way that will fulfill national needs related to freight car use and distribution and maintenance of an adequate car supply.”⁷ The propriety of specific railroad demurrage charges has been raised before the Board in numerous declaratory order proceedings over the past several decades.⁸

B. Railroad rules and practices must be reasonable.

Federal law requires that railroad rules and practices be reasonable.⁹ However, Congress did not specifically define what constitutes an unreasonable practice.¹⁰ Instead, Congress left such determinations for the Board, which uses a fact-specific inquiry on a case-by-case basis.¹¹

⁵ 5 U.S.C. § 554(e). See also 49 U.S.C. § 1321.

⁶ CSX Transportation, Inc. – Petition for Declaratory Order, STB Docket No. 34662, slip op. at 5 (served March 14, 2005); Town of Babylon and Pinelawn Cemetery – Petition for Declaratory Order, STB Docket No. 35057, slip op. at 3 (served Oct. 16, 2009).

⁷ Utah Central Railway Company, LLC – Petition for Declaratory Order, STB Docket No. 36131, slip op. at 6 (served March 20, 2019).

⁸ See, e.g., Utah Central, STB Docket No. 36131; Railroad Salvage & Restoration, Inc. – Petition for Declaratory Order – Reasonableness of Demurrage Charges, STB Docket No. 42102 (served July 20, 2010).

⁹ 49 U.S.C. §§ 10702 and 10704(a)(1).

¹⁰ WTL Rail Corporation – Petition for Declaratory Order and Interim Relief, STB Docket No. 42092, slip op. at 6 (served Feb. 17, 2006).

¹¹ See, e.g., Capital Materials Incorporated – Petition for Declaratory Order – Certain Rates and Practices of Norfolk Southern Railway Company, STB Docket No. 42068, slip op. at 6 (served

In other words, the reasonableness statutes do not provide “precise definitions for the operative standards” and the Board “has been given broad discretion to conduct case-by-case fact-specific inquiries to give meaning to these terms, which are not self-defining, in the wide variety of factual circumstances encountered.”¹² The Board “has developed no single test for judging whether a particular practice is unreasonable.”¹³

C. Demurrage charges have two purposes.

Demurrage has two functions.¹⁴ First, it is meant to compensate the railroad for the use of its asset and, second, it is meant to encourage the shipper to more efficiently use that asset.¹⁵ If the delay is due to the railroad and not the shipper, then the shipper is not responsible for demurrage.¹⁶ Demurrage is “statutorily recognized as an important tool in ensuring the smooth

April 12, 2004) (“[w]hether a particular practice is unreasonable typically turns on the particular facts”).

¹² Granite State Concrete Co., Inc. v. Surface Transportation Board, 417 F.3d 85, 92 (1st Cir. 2005). See also North American Freight Car Association v. BNSF, STB Docket No. 42060 (Sub-No. 1), slip op. at 8 (served Jan. 26, 2007) (“in section 10702, Congress did not limit the Board to a single test or standard for determining whether a rule or practice is reasonable; instead, it gave the Board ‘broad discretion’....This broad discretion is necessary to permit the Board to tailor its analysis to the evidence proffered and arguments asserted under a particular set of facts.”).

¹³ WTL, STB Docket No. 42092, slip op. at 6.

¹⁴ Demurrage Liability, STB Ex Parte No. 707, slip op. at 2 (served April 11, 2014) (“Demurrage has compensatory and penalty functions.”).

¹⁵ See, e.g., Savannah Port Terminal Railroad, Inc. – Petition for Declaratory Order, STB Docket No. 34920, slip op. at 10-11 (served May 30, 2008) (“Demurrage charges serve two functions. First, demurrage serves as a penalty for undue car detention, encouraging efficient use of rail cars.....Second, demurrage compensates rail carriers for the expenses incurred when rail cars are detained by shippers beyond a period of ‘free time.’”).

¹⁶ Railroad Salvage & Restoration, Inc. – Petition for Declaratory Order, STB Docket No. 42102, slip op. at 4 (served July 20, 2010).

functioning of the rail system.”¹⁷ Demurrage is not intended to be a source of revenue for railroads.¹⁸

IV. Argument.

A. The charges are inapplicable under a plain reading of NS’s tariffs.

By the very terms of NS’s tariffs, the demurrage charges assessed against Tennille do not apply. The invoices sent by NS do not cite to any tariff, contract, or other authority, but the charges are labeled as “private car storage” on these invoices. Simultaneously with the invoices, NS sent an e-mail which included a link to one NS tariff, NS-6004-D, which is titled “Demurrage and Storage Rules and Charges.”¹⁹ Railcar Services searched NS-6004-D for any reference to rail car repair facilities or charges that could apply to the circumstances at Tennille. There is no reference to repair facilities in NS-6004-D.

As part of its effort to understand the alleged charges, Railcar Services’ counsel searched other NS tariffs for any possible reference to the situation at Tennille. A brief reference was uncovered in Item 3000 of NS-8002-A, which is titled “Local and Joint Freight Tariff Publishing Rules and Charges on Accessorial Services at Stations on Norfolk Southern Railway Company.” Specifically, this tariff item includes the statement that “Holding/Storage charges will be assessed against the repair facility as stipulated in Freight Tariff NS 6004-Series.” However, NS-8002-A does not support the charges assessed by NS against the Tennille facility. First, there are no such repair facility charges “stipulated” in NS-6004-D, nor is there any definition in the NS demurrage tariff (NS-6004-D) that could include rail car repair facilities. Second, NS-8002-A is not the tariff that NS asserted to support its charges. Third, even if this mention of

¹⁷ Demurrage Liability, STB Ex Parte No. 707, slip op. at 2.

¹⁸ See, e.g., Remittance of Demurrage, 353 ICC 567, 581 (1977) (“opponents concede that demurrage is not considered a source of revenue”).

¹⁹ See Thompson V.S. at ¶ 10, Exhibit 2.

repair facilities in NS-8002-A was somehow recognized by the reader, demurrage is inapplicable under the plain language of the tariff and otherwise unreasonable as explained below.

In fact, under NS's demurrage tariff, rail car repair facilities are plainly excluded from such charges in NS-6004-D. In that tariff, empty cars are subject to storage charges only if they are "held on NS tracks under constructive placement after notice of arrival is given to the Consignee or Consignor." See NS-6004-D, Item 550(1). However, Railcar Services does not qualify as either a consignee or a consignor under the plain terms of NS-6004-D, which defines "consignee" as "[t]he party to whom a shipment is consigned or the party entitled to receive the shipment" and "consignor" as "[t]he party in whose name cars are ordered."²⁰ Of course, Railcar Services does not engage in receipt of any shipments, nor does Railcar Services order cars from NS. The inapplicability of these two terms is reinforced by the second part of each definition, which states the term "consignee" "includes any person who receives railcars from a rail carrier for unloading" and that the term "consignor" "includes any person who receives railcars from a rail carrier for loading."²¹ As mentioned repeatedly herein, Railcar Services does not engage in loading or unloading because it is a rail car repair shop.

For the same reasons, Item 700 of NS-6004-D cannot apply to Railcar Services. This item is titled "Rules Governing Cars Held for Purposes Other Than Loading or Unloading." Again, this provision is limited to orders from and conditions attributable to "Consignors" and "Consignees," which as defined by NS, omits Railcar Services.²² NS reiterates this omission in

²⁰ NS-6004-D, Item 200.

²¹ NS-6004-D, Item 200.

²² NS-6004-D, Item 700.

Item 950 (“Demurrage / Storage Rules”), which states that “Demurrage/Storage will be assessed to Consignor at origin or to Consignee at destination as applicable.”²³

After determining that the repair facility was not covered by NS’s tariffs, Railcar Services’ outside counsel sent a letter to the legal department at NS, explaining the misapplication of the charges under the tariff, as well as the many other reasons that the charges are inapt, unproductive, and inapplicable to Tennille. See Exhibit 11. In addition, to be forthright, Railcar Services’ counsel mentioned the reference in NS-8002-A but explained why it was not a basis for demurrage charges at the Tennille Facility. NS’s curt response was that the charges were “valid.”²⁴ See Exhibit 12.

The plain language of NS’s tariffs must control here,²⁵ and any ambiguity in the tariffs must be resolved against it.²⁶ Under this plain language, the demurrage charges cannot be assessed against the Tennille Facility.

²³ NS-6004-D, Item 950(5).

²⁴ Before filing this Petition, Counsel for Railcar Services reached out to the Board’s Rail Customer and Public Assistance Program (“RCPAP”) to engage in informal mediation with NS regarding the issues described herein, but those efforts were not successful.

²⁵ Union Pacific Railroad Company – Petition for Declaratory Order, STB Docket No. 35504, slip op. at 4 (served April 30, 2013) (rejecting Union Pacific’s request for determination that UP’s tariff was reasonable because “one meaning is apparent on the face of the tariff, but according to UP, the indemnity provisions actually have a different meaning, which can be found in pleadings filed in this declaratory order proceeding”).

²⁶ NSL, Inc. v. Owen Eugene Whitlock, STB Docket No. 41997, slip op. at 8 (served Nov. 18, 1999) (referring to “the general rule that an ambiguous tariff is to be construed against the maker”); Dunlop Tire Corporation – Petition for Declaratory Order – Certain Rates and Practices of Bender & Loudon Motor Freight, Inc., STB Docket No. 40884, 1996 STB Lexis 44 at *8 (Jan. 31, 1996) (“To the extent that a tariff is ambiguous, we construe it against the carrier.”); Chicago & North Western Railway Company v. Hunt-Wesson Foods, Inc., 504 F.2d 905, 908 (7th Cir. 1974) (“This ambiguity inherent in the tariff must, of course, be construed against the carrier.”) (citation omitted).

B. The charges are unlawful under 49 U.S.C. § 10746.

As mentioned above, demurrage charges serve two legitimate purposes – (1) a compensatory function to recompense the railroad for use of a railroad asset and (2) a penalty function to encourage the charged party to expeditiously complete its use of the railroad asset. However, demurrage is not appropriate if the charged party has no ability to expedite its use of the railroad asset or otherwise avoid the assessed charge. Railcar Services does not engage the services of NS for either inbound or outbound shipments to or from the Tennille facility, Railcar Services is not the “shipper” for these cars, and Railcar Services does not decide when cars are sent to Tennille. Railcar Services has no ability to expedite or facilitate the flow of traffic, nor can Railcar Services reduce the cars being stored by NS. In short, the purposes underlying assessment of charges such as demurrage and storage do not apply to the charges being assessed against Railcar Services.

Recent authority from the Board regarding demurrage and private car storage confirms that the storage charge should not be assessed against Railcar Services. In that recent decision, the Board said that its newly-revised demurrage rules are “based on the theory that responsibility for demurrage should be placed on the party in the best position to expedite the loading or unloading of rail cars at origin or destination.”²⁷ In explaining the new rules, the Board also stated that it was taking a “conduct-based approach” which advances statutory goals by “permitting the carrier to impose charges on the party best able to get the cars back to the carrier.”²⁸ The Board was careful to clarify that its decision also applies to privately owned cars

²⁷ Demurrage Liability, STB Ex Parte No. 707, slip op. at 8 (served April 11, 2014).

²⁸ Demurrage Liability, slip op. at 14-15.

when they are held on railroad property.²⁹ Therefore, the purposes underlying demurrage and storage, as explained by the Board, do not apply to charging Railcar Services (the repair facility) for the storage of cars arriving at the Tennille Facility. Railcar Services is not “in the best position” to expedite the process or reduce the need for storage; in fact, Railcar Services has no ability to control if and when cars are sent to Tennille. Similarly, Railcar Services is not “best able” to eliminate the storage needs. Moreover, Railcar Services plays a key role in the purpose of Section 10746 – to fulfill the national needs related to the maintenance of an adequate supply of freight cars.³⁰

Railcar repair facilities are fundamentally different than warehousemen or other third parties involved in the movement of shipments from origin to destination. See Thompson V.S. at ¶ 7. Railcar Services’ position is consistent with the Board’s 2014 decision in Demurrage Liability, in which the Board focused on entities (such as warehousemen and others) who were all involved in transportation of rail cars and/or the ultimate loading and unloading of commodity. In contrast, Railcar Services occupies a different position as a vital part of the maintenance of an adequate supply of freight cars as specifically set out in 49 U.S.C. § 10746. NS’s unwillingness to work with Railcar Services in order to improve the flow of cars through the repair facility when a higher volume of cars are moved toward Tennille is the reason there is overflow in NS’s yard. There is otherwise sufficient room in the Tennille facility to accommodate the flow of railcars to be repaired. Thompson V.S. at ¶ 8. In light of the facts surrounding the Tennille facility, the assessment of demurrage charges by NS is improper under 49 U.S.C. § 10746.

²⁹ Demurrage Liability, slip op. at 15 (“The final rules will continue to refer to ‘rail cars,’ and we clarify here that this term encompasses both railroad-owned cars and privately owned cars when such privately owned cars are held on railroad property.”).

³⁰ See 49 U.S.C. § 10746(2) (emphasis added).

C. The charges are an unreasonable practice as applied to Railcar Services.

Pursuant to 49 U.S.C. § 10702, railroad rules and practices must be reasonable. Whether or not any particular railroad rule or practice is unreasonable depends “upon the facts and circumstances of the case.”³¹ Reasonableness is gauged by “analyzing what...[the Board] views as the most appropriate factors.”³² Importantly, “[a]ny tariff provision must be reasonably commensurate economically with the problem it addresses,” though a formal cost-benefit analysis is not necessarily warranted.³³ Reasonableness means that railroads must act in a way that acknowledges the “broader reality” of the context surrounding the challenged rule or practice.³⁴ Reasonableness also entails consideration of the elements of the national rail transportation policy, 49 U.S.C. § 10101, that are implicated by the challenged rule or practice.³⁵

Unreasonable practice authority is given to the Board because, in part, Congress exempted rail carriers from the consumer protection requirements of the Federal Trade Commission Act. Rail Fuel Surcharges, STB Ex Parte No. 661, slip op. at 7 (served Jan. 26, 2007). Thus, the Board has the authority to declare rail carriers’ practices to be unreasonable when they constitute misrepresentations or are misleading. Rail Fuel Surcharges, STB Ex Parte No. 661, slip op. at 7.

³¹ Arkansas Electric Cooperative Corporation – Petition for Declaratory Order, STB Docket No. 35305, slip op. at 5 (served March 3, 2011).

³² Arkansas Electric, STB Docket No. 35305, slip op. at 5 (served March 3, 2011).

³³ Arkansas Electric, STB Docket No. 35305, slip op. at 6 (served March 3, 2011).

³⁴ Parrish & Heimbecker, Inc. – Petition for Declaratory Order, STB Docket No. 42031, slip op. at 3 (n. 6) (served May 25, 2001).

³⁵ See, e.g., Conrail v. ICC, 646 F.2d 642, 647-648 (D.C. Cir. 1981) (citing to 49 U.S.C. § 10101 when discussing factors that affect reasonableness); North American Freight Car Association v. BNSF Railway Company, STB Docket No. 42060 (Sub-No. 1), slip op. at 7 (served Jan. 26, 2007) (Board mentions 4 elements of rail transportation policy when evaluating reasonableness of railroad practice).

1. Charges before February 21, 2019 are barred because NS said it operated on a first-in, first-out basis before that date.

In mid-October 2018, NS confirmed that its practice at the Tennille Facility consisted of operations on a first-in, first-out (“FIFO”) basis for inbound cars that were temporarily stored by NS en route to Tennille. See Thompson V.S. at ¶ 17, Exhibit 9. Despite this assertion, NS changed this FIFO policy for Tennille on February 21, 2019, stating that, NS “will not accept the FIFO as a dispute on future bills” and “going forward....our crews will place the cars easiest to access 1st.” See Thompson V.S. at ¶ 19, Exhibit 10. This change in practice is unreasonable and, at a minimum, NS’s action to renege on this prior statement bars any charges prior to February 21, 2019.

2. Charges are unreasonable because there is zero credit time.

Board precedent is that the amount of free time must be “reasonable.”³⁶ However, NS recently established a free time of zero days and zero hours for inbound cars to Tennille. See Thompson V.S. at 4. The complete absence of free time is an unreasonable practice. In addition, given the circumstances surrounding operations at Tennille, including the importance of the Tennille facility to the national rail system as set out in Section 10746, a complete absence of free time is unreasonable.

3. The charges are contrary to standard industry practice.

In Railcar Services’ experience, repair facilities are generally not assessed demurrage charges by serving railroads. The reasons for this industry practice are fairly obvious – assessment of demurrage against the Tennille Facility does not comport with the typical circumstances surrounding demurrage charges. The Tennille Facility is nothing like a loading or

³⁶ Railroad Salvage & Restoration, Inc. – Petition for Declaratory Order – Reasonableness of Demurrage Charges, STB Docket No. 42102, slip op. at 4 (served July 20, 2010).

unloading facility where each car comes in to get loaded or unloaded making the cars fully interchangeable. The facility is a repair shop so each car is unique. Some cars may be repaired in a few hours and some cars may take weeks to repair. This is not a situation where Railcar Services has engaged in a “lack of promptness in loading....or in unloading.”³⁷ Nor is this a situation where Railcar Services is “employing” the rail cars “as a place of storage...for a long period while seeking a market for the goods stored therein.”³⁸ A court has confirmed that rail car repair facilities are not responsible for temporary car storage charges on inbound cars.³⁹

The customs in the industry can be relevant in determining whether a challenged practice is reasonable. See, e.g., Capitol Materials Incorporated – Petition for Declaratory Order, STB Docket No. 42068, slip op. at 4 (served April 12, 2004) (“NS’ demurrage tariffs are similar to demurrage tariffs of many other railroads”).⁴⁰ The fact that rail car repair facilities are customarily not assessed demurrage charges shows, yet again, that it is an unreasonable practice for NS to assess demurrage charges against Railcar Services.

4. The charges are inapplicable because NS rejected Railcar Services’ good faith efforts to address the dispute.

Railcar Services does not ship or receive freight on NS at Tennille, nor does Railcar Services load or unload rail cars at Tennille. Railcar Services does not use rail cars for storage.

³⁷ Turner, Dennis & Lowry Lumber Co. v. Chicago, Milwaukee & St. Paul Railway Company, 271 U.S. 259, 262 (1926).

³⁸ Turner, Dennis, 271 U.S. 259, 262 (1926).

³⁹ Tank Lining Corp. v. Missouri Pacific Railroad Company, 598 S.W.2d 955, 957 (Ct. App. Tex. 1980) (holding that a railroad car lining facility “is not liable” for railroad-imposed storage charges assessed on inbound rail cars when the facility’s tracks were temporarily full “because they arose from a carriage contract to which Tank Lining was not a party, either directly or by implication”).

⁴⁰ See also Portland & Western Railroad, Inc. – Petition for Declaratory Order, STB Docket No. 35406, slip op. at 5 (served July 27, 2011) (“Providing 48 hours free time for unloading is standard practice in the railroad industry.....The daily demurrage fees here...are not substantially different from the range we have seen in other cases.”); Detention Charges on Coal From Oklahoma to Missouri, 362 ICC 700, 709 (1980).

Railcar Services does not control or direct transportation on NS for either inbound or outbound cars, and, in fact, Railcar Services customarily does not know if or when cars have been directed to it until the cars are, at most, only a few days away. See Thompson V.S. at ¶ 9 and 25. Despite all these facts, Railcar Services continues to make a good faith effort to work with NS to address the cars being temporarily stored by NS. Unfortunately, NS has rejected Railcar Services' efforts.

For example, Railcar Services requested that NS bring individually-specified cars, as identified by Railcar Services, into the Tennille facility before other cars. This would enable Railcar Services to repair the cars in the most efficient order and, thereby, possibly reduce the need for temporary storage in NS's nearby rail yard. For example, NS was holding several inbound cars that needed a bottom outlet valve handle modification, which was a repair job that could be done quickly. Railcar Services knew it could repair these cars expeditiously, thereby moving these cars quickly through the facility to be ready for more cars. NS refused to bring these cars into Tennille, which merely exacerbated the storage problem. This is just one example of several times where Railcar Services asked NS to bring in specified cars which could be repaired quickly, thereby relieving pressure on the NS system. NS refused each time. NS explained that its crews "will always pull cars based on convenience." Thompson V.S. at ¶ 19, 21, and 25, Exhibit 10. These actions of NS are the antithesis of Section 10746 to fulfill the national needs related to maintenance of an adequate supply of freight cars. Thus, any claim of NS that its storage tracks are being held up by cars heading for repair is negated by NS's own actions.

In a second effort to address the situation, Railcar Services requested that its Tennille facility be re-classified as "closed-gate." As was explained to Tennille by NS, status as "closed

gate” would allow Railcar Services to exercise control over which cars are placed into the facility from the storage tracks, thereby enabling Railcar Services to arrange its work so that cars can be most expeditiously repaired. Again, NS refused. Thompson V.S. at ¶ 26-28.

These refusals confirm the inappropriateness and unlawfulness of the charges assessed by NS against the Tennille facility.⁴¹ These actions also show that NS has no interest in improving the flow of railcars through the repair facility and back into transportation. Railcar Services made good faith efforts to resolve the car storage issue, but NS rejected these efforts; consequently, the charges cannot be assessed against Railcar Services because they result from NS’ own actions and inactions.⁴² Railcar Services has no ability to reduce either the storage needs or the resulting charges so, under governing Board precedent and the public policies underpinning demurrage, the charges cannot be assessed against Railcar Services. NS rejected Railcar Services’ good faith efforts to address the car storage that caused the assessment of charges. For equitable reasons, then, these charges are inappropriate.

5. The charges are barred because there are no steps Railcar Services can take to avoid them.

Demurrage charges are not reasonable if they cannot be avoided by the charged entity. Board precedent and rules makes clear that demurrage is meant to address the “conduct” of a

⁴¹ Railcar Services’ position is that the Board can rule on this Petition for Declaratory Order as a matter of law. If, however, the Board believes that it needs more information regarding the various charges and related service of NS in order to make a ruling, then Railcar Services requests the opportunity to engage in discovery from NS because NS controls the flow of information regarding service and details regarding the movement of cars to Tennille. Other examples of NS service problems at Tennille are in the Thompson V.S. NS has not provided Railcar Services with the information to ascertain whether these issues are factored into the NS charges.

⁴² Railroad Salvage & Restoration, Inc. – Petition for Declaratory Order – Reasonableness of Demurrage Charges, STB Docket No. 42102, slip op. at 6 (served July 20, 2010) (“Constructive placement is standard industry practice and is reasonable as long as the shipper’s inability to accept available cars is not attributable to the action or inaction of the railroad.”).

party in detaining cars.⁴³ As such, demurrage charges are not appropriate if they are assessed against a party that has no way to avoid them. Railcar Services has attempted to take steps to address the storage issue, but NS has rejected those efforts; therefore, the demurrage charges should not and cannot be assessed against Railcar Services. See, e.g., Arkansas Electric, STB Docket No. 35305, slip op. at 11-12 (served March 3, 2011) (finding BNSF coal dust tariff unreasonable because shippers might not be able to meet BNSF’s performance-based standard even if they employed “currently accepted methods of coal dust suppression”).

Railcar Services attempted to explain its lack of ability to avoid the charges, but NS will not engage in a meaningful discussion regarding how to mutually manage the pipeline. Thompson V.S. at ¶ 25 and 28. Railcar Services does not control the pipeline of inbound cars to its facility. In fact, Railcar Services customarily does not know that cars have been directed to Tennille until the cars are, at the most, only a few days away. Thompson V.S. at ¶ 9. At that point, the cars are already in the midst of rail transportation, which means they are, obviously, outside Railcar Services control.

6. The charges are unreasonable in light of the national rail transportation policy.

Assessment of the demurrage charges against the repair facility at Tennille is contrary to the national rail transportation policy, because:

- it does not “minimize the need for Federal regulatory control over the rail transportation system” for these charges to be assessed, because Railcar Services cannot avoid them, meaning that Railcar Services’ only recourse is to the Board. 49 U.S.C. § 10101(2).

⁴³ See, e.g., Demurrage Liability, STB Ex Parte No. 707, slip op. at 14-15 (Board says its new demurrage rules reflect a “conduct-based approach” which advances statutory goals by “permitting the carrier to impose charges on the party best able to get the cars back to the carrier”).

- it is not a “sound economic condition[] in transportation” for Railcar Services to be charged demurrage that it has no ability to avoid. 49 U.S.C. § 10101(5).
- when assessed against Tennille, these charges do not support “honest and efficient management of railroads” because the charges are barred by the plain language of NS’s tariffs and the charges against a repair facility are the antithesis of the demurrage statute. 49 U.S.C. § 10101(9).
- the charges harm the policy’s desire to “prohibit predatory pricing and practices” and “avoid undue concentrations of market power” because NS rejected Railcar Services’ good faith efforts to address NS’s storage concerns. 49 U.S.C. § 10101(12).

The Board should find that these charges are contrary to public policy and, in fact, that they harm the resiliency of the national rail system due to their deleterious effects on the repair services provided by Railcar Services at Tennille.

V. Conclusion.

The recent assessment of demurrage charges against the Tennille facility by NS is an unreasonable practice, is contrary to demurrage statute and the purposes underlying demurrage, and is otherwise unlawful for the reasons described herein. Railcar Services respectfully requests that the Board exercise its discretion and issue a declaratory order stating that NS's assessment of these charges against Railcar Services, as set out in the invoices for November, December, January, February, and March, or otherwise, is unreasonable and unlawful.

Respectfully submitted,

/s/ Sandra L. Brown
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David E. Benz
THOMPSON HINE LLP
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(202) 331-8800

Attorneys for ARI Railcar Services LLC

May 31, 2019

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of May 2019, I served a copy of the foregoing Petition for Declaratory Order upon counsel for Norfolk Southern Railway Company via email and overnight delivery, postage prepaid, as listed below.

David L. Coleman, General Solicitor
Norfolk Southern Corporation
Law Department
Three Commercial Place
Norfolk, VA 23510-9241
David.Coleman@nscorp.com

Counsel for Norfolk Southern Railway Company

/s/ David E. Benz
David E. Benz

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

**ARI RAILCAR SERVICES LLC –
PETITION FOR
DECLARATORY ORDER**

STB Finance Docket No. 36311

VERIFIED STATEMENT OF BJ THOMPSON

1. My name is BJ Thompson, and I am the Plant Manager of ARI Railcar Services LLC (“Railcar Services”) for the repair car facility in Tennille, Georgia. Railcar Services is a subsidiary of American Railcar Industries, Inc., and operates full service repair facilities in addition to a number repair units and mini-shops within North America, each being fully equipped to provide on-site inspection and repair services.

2. In my role as the Plant Manager, I am responsible for all daily operations of the Tennille Facility. Prior to becoming Plant Manager, I served other roles for Railcar Services, including customer service supervisor and Administrative General Foreman. As Administrative General Foreman, I supervised rail car movements into and out of the facility between 2010 and 2016. I joined Railcar Services in 1999. I have an Associate of Science degree in Business Administration from Georgia Military College – Milledgeville Campus.

3. I am submitting this Verified Statement (“V.S.”) in support of the Petition for Declaratory Order (“Petition”) submitted by Railcar Services to the Surface Transportation Board (“Board”). The purpose of this V.S. is to provide factual background regarding the Railcar Services facility in Tennille, Georgia (“Tennille Facility”), and the recent tariff and

operational changes by Norfolk Southern Corporation (“NS”) in connection with demurrage charges, and their effects on our business. In addition, my testimony will address the good faith efforts made by Railcar Services to facilitate efficient car flow and to mitigate the demurrage charges.

The Tennille Facility.

4. The Tennille Facility is a private rail car repair shop owned and operated by Railcar Services. Private rail car owners rely on repair shops, like the Tennille Facility, to keep their cars operating, in compliance with ever-changing regulatory requirements, and otherwise well-maintained.

5. The Tennille Facility is located on a NS rail line in Tennille, Georgia between Macon and Augusta. A view of the facility is provided on a document attached as **Exhibit 1**. NS has the only rail line that leads to the Tennille Facility. Thus, all rail cars repaired by Railcar Services at the Tennille Facility must utilize NS to be transported to and from the facility.

6. The Tennille Facility primarily engages in repairs of covered hoppers, pressure differential hoppers, and tank cars. Typical services provided at Tennille include tank car qualification, wreck repair, lining installation, cleaning, painting, and otherwise verifying compliance with the requirements of the Federal Railroad Administration and the Pipeline and Hazardous Materials Safety Administration. Railcar Services repairs rail cars for a wide variety of customers at the Tennille site, including fleet management companies, car owners, and car lessors/lessees.

7. It is important to note that the Tennille Facility is nothing like a loading or unloading facility where each car comes in to get loaded or unloaded making the cars fully interchangeable. Railcar repair facilities are fundamentally different than warehousemen or

other third parties involved in the movement of shipments from origin to destination. We are not involved in the movement of any commodity and, instead, our services involve the maintenance and repair of railcars, and each car is unique. Some cars may be repaired in a few hours and some cars may take weeks to repair; the work required on a particular car can range from just five or so hours for certain “bad order” cars all the way to 500 or more hours for certain railroad wreck cars. Our usual work mix includes many requalification cars that require painting and lining work. These cars usually average around 100 labor hours, and get exterior and interior coatings in addition to the labor hours assigned for inspections and structural repairs. At the very least, the first cars getting to the repair shop should have priority to get into the shop for repair.

8. Railcar Services owns a network of private tracks at the Tennille site, and approximately 200 rail cars can occupy these tracks at any one time.¹ Railcar Services owns and operates a trackmobile to move rail cars within the Tennille site. Railcar Services has operated the Tennille facility since 1993, and approximately 1000 railcars per year are repaired at Tennille. With an average of 1000 railcars moving through the facility a year and a 200-railcar storage space inside Tennille, there is more than adequate space over any 12-month period, especially if NS worked with us to facilitate car flow during any period that excessive cars are sent to the facility. Railcar Services also operates six other full-service rail car repair facilities in the U.S.

Relationship between Railcar Services and NS.

9. The Tennille Facility does not have a transportation contract with NS regarding railcars moving to the Tennille Facility. Railcar Services does not pay transportation charges to NS, whether via contract or tariff. Railcar Services does not engage in shipment or receipt of

¹ NS should be aware of the car count at Tennille at all times due to its online car tracking system.

freight into Tennille, nor does Railcar Services engage in freight loading or unloading at Tennille. Similarly, Railcar Services does not direct or control transportation of rail cars inbound to the Tennille site; all such arrangements are made by third parties with NS and railroads that interchange with NS. Arrangements are typically made by car owners or fleet management companies. In fact, Railcar Services may not know when or if rail cars have been sent to Tennille until just a few days before the cars arrive.

NS Tariff Changes.

10. Due to our location on the NS rail line in Tennille, Georgia, NS is utilized for all rail service to our Tennille Facility. Throughout our past relationship with NS, we have understood that our Tennille Facility was not within the scope of the NS Demurrage and Storage Rules and Charges, as the Tennille Facility was not a loading or unloading facility. NS's tariff for demurrage/storage states that it applies to cars held by or for consignors (loading) and consignees (unloading). See **Exhibit 2**, Freight Tariff NS 6004-D, Item 200 Glossary of Terms and Item 500 (Cars Subject to Demurrage) and Item 550 (Cars Subject to Storage). NS has made changes to NS 6004-D two times for the time period between October 1, 2018 and February 15, 2019 but those changes do not impact these specific provisions.

11. Moreover, to my knowledge, the Tennille Facility did not experience demurrage or storage charges in the past. This may be attributed to the way NS calculated demurrage in the past. I understand that NS had a 3-day credit that applied for each inbound private car. This meant that for each car delivered there were 3 days of credit. For each day that a car was held on NS-owned track, one debit day was incurred. At the end of the month, the credit days and the debit days would be totaled, with a fee of \$50 per debit if the resulting amount was negative. NS later reduced this credit to two days. Railcar Services is constantly monitoring the railcars

moving into and out of the facility and working hard to keep the flow moving. I am aware of only a couple times in the past when cars were delivered faster than we could take them into the facility. Before these recent large invoices, there was no reason to question NS's actions regarding the process.

12. On October 1, 2018, NS made an announcement notifying its customers, including Railcar Services, that effective January 1, 2019, they would be reducing their credit days for empty private cars under constructive placement from two (2) days to zero (0) days. See Exhibit 3. At the same time, NS backed away from its earlier determination that Tennille Facility was neither a loading or unloading facility, and thus not covered by NS's demurrage tariff. These actions resulted in NS starting to send us large invoices concerning demurrage charges.

NS Demurrage Invoices.

13. Starting with December, 2018, we received demurrage invoices from NS for private car storage. NS alleged these charges were based on "storing" the inbound private cars in an NS rail yard near our Tennille Facility.

14. We have received five invoices from NS in connection with demurrage charges for private car storage. On December 11, 2018, NS issued its first invoice for demurrage charges claimed to occurred in November, 2018, in the amount of \$9,240. See Exhibit 4. On January 10, 2019, NS issued another invoice for December, 2018, in the amount of \$19,440. See Exhibit 5. On February 20, 2019, NS issued its third demurrage invoice for January, 2019, in the amount of \$154,080. See Exhibit 6. On March 12, 2019, NS issued its fourth demurrage invoice for February, 2019, in the amount of \$157,980. See Exhibit 7. Finally, on April 10, 2019, NS issued a demurrage invoice for March, 2019, in the amount of \$11,340. See Exhibit 8.

Disputes to Invoices.

15. After we received these invoices, I reached out to NS and expressed our concern that we should be granted relief from these charges. As noted above, we are not a loading or unloading facility. Moreover, we had been working diligently with NS to coordinate movement of the increased number of cars arriving at our facility and were working to reduce the number of cars waiting in the NS yard. However, NS instead flipped the whole burden onto us by starting to issue invoices and force us to dispute the charges within 7 days or we must pay the invoices in full.

16. On February 6, 2019, I disputed the invoices dated December, 2018, and January, 2019, on the grounds that our service was not being executed properly, we were not a loading and unloading facility, and we were working with NS on a plan to reduce the number of cars in storage.

17. Our complaint that service was not being executed properly pertains to the fact that we were previously told by NS that cars placed in the NS yard first would be switched out on a first-in, first-out (“FIFO”) basis. See Exhibit 9. However, NS was now switching the cars that were most convenient to NS, often the last received, thereby exacerbating potential demurrage charges for the cars because the prior received cars would stay on demurrage and no consideration was given to cars that could more quickly be moved into and out of the facility.

18. On February 6, 2019, the same day the dispute was made, NS rejected our reasons for dispute and reiterated that absent any additional evidence, payment was due by February 13, 2019.

19. On February 20, 2019, I disputed the demurrage invoice received in February (Exhibit 6) again on the basis of failure by NS to follow the FIFO process and that we are not a

loading or unloading facility. I also noted that service irregularities were exacerbating issues at our facility thereby increasing the demurrage bills assessed by NS. On February 21, 2019, NS stated that in “will not accept the FIFO as a dispute on future bills.” See Exhibit 10. To the best of my knowledge, the failure of NS to observe FIFO as agreed to in October, 2018, was not factored into the demurrage invoices sent to the facility.

20. For example, on December 19, 2018, one of our cars was pulled from our facility by NS by mistake. Although NS informed us that the car was spotted back to the plant, the car was in fact, not delivered again until 9 days later. In addition, there are times that we have not been switched as scheduled, or we received less than the cars we have ordered.

21. On February 21, 2019, NS informed us that they submitted our disputes for review, noting that, contrary to an explicit prior statement by NS personnel, NS would not honor the FIFO process when spotting cars. NS also informed us that we would be liable for demurrage charges unless we can provide a contract showing the facility is exempt from demurrage charges. As previously stated, NS knows this is not the case since the Tennille Facility does not engage in any transportation agreement regarding the movement of cars to the repair facility as there is no commodity being shipped and no loading or unloading taking place.

22. On April 26, 2019, NS rejected our disputes to the December 2018, January 2019 and February 2019 invoices, and requested us to pay \$182,760. The invoice issued in March was exponentially higher at \$157,980 for the month. NS also sent another e-mail reiterating that the charges are valid in NS’s opinion. On May 28th, NS sent an e-mail to us stating that “NS must have payment [of the demurrage charges] at our bank by Friday, 5/31.”

NS Rejected Good Faith Efforts by Railcar Services to Facilitate Efficient Car Flow.

23. On January 7, 2019, NS informed us that the number of cars in our Tennille Facility was too high, and requested to schedule a conference call to discuss the issue. After receiving this request, I regularly updated NS on the number of cars we have in our plant.

24. On January 8, 2019, we had a conference call with NS. In the conference call, we discussed several things, including whether (i) there needed to be corrections in the storage bills, (ii) the current storage bills can be reduced, (iii) other repair shops are set up the same, and (iv) we can change our Tennille Facility to a closed-gate facility. Railcar Services and NS agreed on that call that the facility would reduce the car count to 30 cars by February 14, 2019. However, on January 22, 2019, NS unilaterally announced that the car count must be reduced to 15 cars by February 4, 2019, and subsequently NS stated that the car count must drop to 10 cars by February 14, 2019. During February and March, the number of inbound cars held by NS outside Tennille decreased dramatically.

25. As we have explained to NS, Railcar Services does not have any control over the inbound cars to our Tennille Facility, meaning that Railcar Services does not control when or if a car is sent to it, nor can Railcar Services stop a car during the transportation because the movement arrangement is between the shipper and the railroad. For these reasons, Railcar Services cannot limit the number of cars incoming to its yard. We have requested NS to switch individually specified cars into our Tennille Facility before other cars. This would allow us to repair the cars in the most efficient order, and reduce the need for temporary storage on NS-owned tracks. We have also asked NS to switch cars based on a FIFO process. However, NS has rejected all of our requests and stated that NS will pull cars based on convenience to NS.

26. In a similar effort, we have asked NS to change the designation of the Tennille Facility to a “closed-gate” facility, and thereby allow us to manage which cars should be switched and brought in to our facility first. This was a process suggested by someone at NS to facilitate car flow into the facility. If closed-gate status applied, we understand that we would be able to arrange our work to facilitate efficiency and to avoid demurrage charges. I also understand that some of our competitors have closed-gate status.

27. On March 29, 2019, a formal request was made to NS to change the Tennille Facility to a closed-gate facility. On April 6, 2019, NS rejected our request.

28. Although we have made good faith efforts to facilitate efficient car flow in our Tennille Facility, NS has consistently rejected our requests. Given the nature of our business and the lack of control we have over the inbound cars we receive from our customers, we are not able to take steps to avoid these charges.

VERIFICATION

I, BJ Thompson, verify under penalty of perjury that I have read the foregoing Verified Statement, that I know the contents thereof, and that the same are true and correct to the best of my knowledge. Further, I certify that I am qualified and authorized to file this statement.


BJ Thompson, Plant Manager

LIST OF EXHIBITS

TAB	EXHIBITS
1	Overview of Railcar Services' Tennille, Georgia Facility
2	NS Freight Tariff 6004-D, Demurrage and Storage Rules and Charges
3	NS Announcement of Tariff Changes (October 1, 2018)
4	NS Invoice 6345180644 (dated Dec. 11, 2018, covering November 2018)
5	NS Invoice 7010166858 (dated Jan. 10, 2019, covering December 2018)
6	NS Invoice 7051194129 (dated Feb. 20, 2019, covering January 2019)
7	NS Invoice 7071213147 (dated Mar. 12, 2019, covering February 2019)
8	NS Invoice 7100176006 (dated Apr. 10, 2019, covering March 2019)
9	E-mail exchange between Andrea Collier (NS) and BJ Thompson (Railcar Services), dated October 17, 2018
10	E-mail exchange between BJ Thompson (Railcar Services) and Courtney French (NS), last dated March 1, 2019
11	Letter from Railcar Services' outside counsel, Thompson Hine, to NS (dated March 12, 2019)
12	Letter from NS to Railcar Services' outside counsel, Thompson Hine (dated March 19, 2019)

EXHIBIT 1

Tennille Georgia



REPAIR CAPABILITIES & SPECIALTIES

SPLC CODE	458650
REPAIRS	Covered Hoppers Pressure Differential Hoppers Tanks
CAPABILITIES	AAR Wrecks Tank Qualification Nitrogen Padding Interior Cleaning Exterior Paint Interior Lining
SPECIALTIES	Program Work Kosher Certified
SHOP CAPACITY	200 cars
DELIVERING LINE	NS
RR SWITCHES PER WEEK	1

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ARI Railcar Services LLC

a wholly owned subsidiary of

American Railcar Industries, Inc.

754 Joiner Road
Tennille, GA 31089

EXHIBIT 2

THE NS VISION:

BE THE SAFEST, MOST
CUSTOMER-FOCUSED, AND
SUCCESSFUL
TRANSPORTATION
COMPANY IN THE WORLD.

Demurrage and Storage
Rules and Charges

Issued: March 1, 2019
Effective: April 1, 2019



Norfolk Southern Railway Company
and Consolidated Subsidiaries



One line, infinite possibilities

Freight Tariff NS 6004-D

Cancels NS 6004-C and Supplements 1 through 5

Applying at all NS points in the United States and other
points as specifically provided herein.

Also at points on other roads
(See Item 40)

ISSUED BY:
Pricing Services
Norfolk Southern Railway Company
and Consolidated Subsidiaries
Three Commercial Place
Norfolk, VA 23510

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**ITEM 20 - CANCELLATION NOTICE**

This tariff cancels Rates, Rules, Regulations and Charges published in Demurrage Rules and Charges and Storage Provisions in the following Tariffs:

NS Tariff 6004-C and Supplements 1 through 5

ITEM 40 - LIST OF PARTICIPATING CARRIERS

ABBREVIATION	NAME OF CARRIER
NS	Norfolk Southern Railway Company and Consolidated Subsidiaries Includes the following subsidiaries and affiliated carriers: Norfolk Southern Railway Company Alabama Great Southern Railroad Company, The Camp Lejeune Railroad Company Chesapeake Western Railway Cincinnati, New Orleans and Texas Pacific Railway Company, The Central of Georgia Railroad Company Georgia Southern and Florida Railway Company State University Railroad Company Tennessee, Alabama & Georgia Railway Company Tennessee Railway Company
	All NS Handling Line Stations on carriers named in note 3700 of The Official Railroad Station List OPSL 6000-series. (See Item 60 (See Note 1 this item))

Note 1 - The provisions of this tariff will also apply on traffic to or from Norfolk Southern Handling Lines as defined in Note 3700 of OPSL 6000-Series when traffic is billed from or to the NS station numbers assigned to the handling line station. The carriers shown in Column 1 of Note 3700 are a party to this tariff except where pricing authorities provide for specific demurrage provisions.

ITEM 60 - APPLICATION OF REFERENCED PUBLICATIONS

The following publications contain rules, regulations, charges and allowances specifically referred to herein or that may apply directly or indirectly along with the terms of demurrage, storage and other matters that are covered in this publication.

NS Conditions of Carriage #1-Series
 NS Conditions of Carriage #2-Series (Coal)
 NS 6306 series - Rules and Regulations for Handling Municipal Solid Waste, Contaminated Soil, Hazardous Materials, and Related Articles
 NS 8001 series - Switching
 NS 8002 series - Accessorial Services
 AAR 2 series - Hazardous Materials Shipping Descriptions (49-series STCC numbers)
 BOE 6000 series - Bureau of Explosives Rules
 RER 6411 series - Official Railway Equipment Register
 RPS 6007 series - Mileage Allowances and Rules
 RPS 6740 series - Heavy Duty Flat Car Charges
 OPSL 6000 series - Official Railroad Station List
 STCC 6001 series - Standard Transportation Commodity Code
 UFC 6000 series - Uniform Freight Classification



ITEM 80 - REFERENCE TO TARIFFS, ITEMS, NOTES, AND RULES

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

ITEM 100 - CONSECUTIVE NUMBERS

Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word “to” or a hyphen they will be understood to include both of the numbers shown. If the first number only bears a reference mark, such reference mark also applies to the last number shown and to all numbers between the first and last numbers.

ITEM 200 - GLOSSARY OF TERMS

1. **Actual Placement:** When a car is placed in an accessible position for loading or unloading or at a point designated by Consignor or Consignee.
2. **Assignee:** A shipper who has requested and has been assigned cars to a specific pool of cars for their use.
3. **Assigned Car:** A car of any ownership specifically requested and assigned to a shipper from a pool of assignment service cars.
4. **Car Days:** A twenty four (24) hour period or fraction thereof commencing 0000 hours (Local Time) after actual or constructive placement until the car is released and available to NS.
5. **Closed Gate:** When a car cannot be placed on Consignee's siding at time of arrival due to siding having a locked gate, door and/or standing instructions not to place any cars unless the Consignee first contacts NS for placement instructions. All cars are constructively placed at time of arrival.
6. **Consignee:** The party to whom a shipment is consigned or the party entitled to receive the shipment. For purposes of this tariff, Consignee includes any person who receives railcars from a rail carrier for unloading, as more specifically described in 49 CFR Part 1333.
7. **Consignor:** The party in whose name cars are ordered. For purposes of this tariff, Consignor includes any person who receives railcars from a rail carrier for loading, as more specifically described in 49 CFR Part 1333.
8. **Constructive Placement:** When a car cannot be actually placed because of any condition attributable to the Consignor or Consignee, such car will be held at an available hold point and notice will be given the Consignor or Consignee that the car is held awaiting instructions. However, cars actually placed on customer siding will be considered constructively placed and no notification provided. Car Days will begin if instructions to NS are not received before 0000 hours (see Car Days) of day following notification.
9. **Credit Day:** Non-chargeable day. Credits can only be earned on those cars released to carrier for further disposition, and can only offset Car Days for cars with the same Per Car Daily Charge.
10. **Cutoff Time:** The designated time prior to a service window in which a switch request must be submitted in order to be fulfilled for the Consignor/Consignee to receive a switch during that service window.
11. **Electronic Means:** Any approved electronic device (i.e. **AccessNS**, email, telephone (facsimile) used to communicate to Operations & Service Support (OSS) the disposition of a car.
12. **Forwarding Instructions:** A bill of lading or other suitable order containing all the necessary information to transport the shipment to final destination. Bill of lading or other suitable order must be given to NS via electronic data interchange or facsimile to the Agency Operations Center at 1-800-580-6092.
13. **Holidays:** The following days will be considered NS Holidays: New Year's Eve Day, New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Day After Thanksgiving, Christmas Eve Day, Christmas Day.
14. **Hold Point:** The rail station where Assigned Cars are made available to the shipper.
15. **Lease Track:** Track (s) assigned to a user by written agreement. Lease Track will be treated the same as private track.
16. **Loading:** The complete or partial loading of a car in conformity with NS loading and clearance rules, and the furnishing of forwarding instructions.
17. **LOPA:** Local Operating Plan Adherence (LOPA) measures the compliance to the instructions in the customer work order. In the event of non-compliance in the form of a car specific service interference attributed to issues for which the customer is responsible, the customer will receive a LOPA failure notification.



18. **Merchandise Unit Train:** A railway train with a minimum of 50 cars that is permitted and approved by NS to move in Merchandise Unit Train service and where all of the customer's railcars are moving from a single origin to a single destination.
19. **NOPA:** A courtesy notification that a consignee's rail car has arrived to the serving yard and is either available for ordering in (closed gate) or will be placed on the following service day (open gate).
20. **NS Track:** All tracks which NS provides for its own uses and purposes and other tracks located inside of its right-of-way or yards and terminals.
21. **Open Gate:** When a Consignee does not place any restrictions (physical or otherwise) on NS to place cars on their siding upon arrival.
22. **Origin Turnover:** Origin Turnover occurs when a car is loaded, and Consignor authorizes the carrier to accept shipping instructions from another party, while the car is still at origin.
23. **Ordered Placed:** The date and time that a car is to be placed on a private track.
24. **NS Original ETA:** Following interchange or release of shipment and complete billing to final destination, the first reported movement on Norfolk Southern Railway Company (NSR) will generate the NSR Original Estimated Time of Availability (ETA). Though the time of availability may change during transit due to delays or advances en route, it is the original NSR ETA against which an early or late shipment will be measured. NSR Original ETAs are accessible to the customer via **AccessNS**.
25. **Originating Storage:** Originating storage occurs when a private car has been pulled loaded and is held on railroad owned tracks awaiting forwarding instructions.
26. **Per Car Daily Charge:** The daily demurrage/storage charge applicable to a car.
27. **Private Car:** A car bearing other than railroad reporting marks and which is not a Railroad Controlled Car.
28. **Private Track:** Trackage assigned for individual use including privately owned or leased tracks.
29. **Public Delivery Track:** Any accessible track open to the general public for loading or unloading.
30. **Railroad-Controlled Cars:** A car with railroad reporting marks.
31. **Reload:** When the same car is completely unloaded and then replaced with a revenue load. Reloading will be expressed (with cars unloading demurrage) from the date of tender to the date forwarding instructions are received.
32. **Service Window:** The designated block of time within a service day that NS anticipates it will physically pull and place a customer's cars. These times are not guaranteed and delivery outside of these projected times will not impact the obligation to pay demurrage and storage charges.
33. **Stopped in Transit:** When cars are held en route because of any condition attributable to the Consignor or Consignee, or owner of the lading.
34. **Storage Day:** A 24 hour period, or part thereof.
35. **Tender:** When NS gives notification that a car is available for unloading or loading by either actual or constructive placement to Consignor or Consignee.
36. **Time:** Local time is applicable. Time is expressed on the basis of the 24-hour clock. (EXAMPLE: 12:01 AM is expressed as 0001 hours.)
37. **Unloading:** The complete unloading of a car and notice from the Consignee that the car is empty and available to NS.

ITEM 300 - NOTIFICATION TO CUSTOMERS BY NS

1. The following notifications (including by Electronic Means) will be furnished as indicated:

Cars to be Delivered to Private Tracks

- (a) Notification of constructive placement on all cars held on NS tracks due to any condition attributable to Consignee or Consignor.
- (b) Delivery of car upon Consignee tracks will constitute notification.
- (c) Delivery upon industrial interchange tracks of Consignee or party entitled to receive same will constitute notification.

Cars to be Delivered to Public Tracks

Notice of arrival will be given to party entitled to receive notification when car is actually placed.

Refused Carload Freight

When advised of refusal of car at destination, notice will be sent or given to Consignor or owner of the lading.

2. Notification information provided:

- (a) Car Initial and Number
- (b) If contents transferred en route, NS will furnish car initial and number of the original car and replacement car.



3. Methods and procedures for notification:

Notification may be sent or given by telephone communication or Electronic Means, (see Electronic Means, Item 200). When Consignor or Consignee utilizes an electronic or mechanical device (either in written, oral or keyed data form) notification left on such device will be considered as having been given to Consignor or Consignee, as of the date and time transmitted.

The Consignor/Consignee is responsible for providing NS with the correct contact or contacts for notification purposes.

ITEM 350 - NOTIFICATION TO NS

- (a) After Constructive placement Consignor/Consignee will have until 0000 hours (see Car Days, Item 200) of the next day to furnish required instructions or information.
- (b) If the Consignor/Consignee receives a local operating plan adherence (LOPA) failure notification, the Consignor/Consignee then must resubmit order/release instruction.
- (c) Notification by Electronic Means (see Electronic Means, Item 200) will be considered as having been received by NS at date and time Consignee or Consignor furnishes forwarding instructions or notification that car is available for movement.
- (d) Any notice sent by any Consignor/Consignee indicating an intention to not pay otherwise applicable demurrage or storage charges hereunder, or instructing NS not to deliver railcars if NS intends to impose otherwise applicable demurrage or storage charges hereunder, shall be void and shall have no force or effect regardless of whether NS responds to such notice.

ITEM 400 - SITUATIONS WHEN RELIEF IS PERMISSIBLE

Relief may be requested online through **AccessNS** if the accrued car days are disputed by the fifth (5th) calendar day of the month following the date the cars are released.

- 1. **Weather Interference:** When because of earthquakes, tornadoes, hurricanes, floods or heavy snow, the operations of the Consignor or Consignee are disrupted, the demurrage/storage calculations will be adjusted to account for the disruption, provided the disruption exceeds (2) days in duration. Any cars under Constructive Placement (PCON) on the day of a disruption will also have car days adjusted to account for the disruption, if the disruption is affecting the ability to actually place the car that is under PCON.
- 2. **Frozen or Congealed Lading:** When at the time of placement, lading is frozen or congealed so as to require heating, thawing, or loosening to unload, Railroad will grant 1 credit for each day a car under actual placement that has its lading heated, thawed or loosened, with a maximum of 2 credits. All cars under Constructive Placement (PCON) at the time the lading contained in a car that has been actually placed is heated, thawed or loosened will receive an adjustment to car days to correspond with the cars that are actually placed, to the extent that the car(s) under PCON are in that status due to insufficient space at customer's facility.

A Consignee desiring additional credits for unloading shall, prior to the expiration of (10) car days, after the date on which the car was released, send or give NS a written statement certifying the car initial and number, that the lading required heating, thawing or loosening. NS will not provide relief for the day on which a car was actually unloaded as certified.
- 3. **Strike Interference:** When it is impossible to load or unload or receive cars from or make cars available to NS because of strike interference at the point where the loading, or unloading or receipt of cars is to be accomplished, demurrage days will be charged at the rate of \$30.00 per day during the period of strike interference, provided:
 - (a) The disruption exceeds five (5) days in duration during one calendar month; and
 - (b) No Management personnel or reduced work force is available to perform work.

The provisions of this item will not apply to Cars for unloading when waybills are dated four (4) days after the beginning of strike interference, and Cars for loading when ordered after the beginning and prior to the ending of strike interference.

ITEM 450 - CARS AWAITING CUSTOMS INSTRUCTIONS, PAYMENT OF DUTIES

Cars delayed on carriers' tracks longer than forty-eight (48) hours, awaiting completion of customs documentation or payment of duties will begin to accrue normal demurrage and/or storage charges.

ITEM 500 - CARS SUBJECT TO DEMURRAGE

GENERAL APPLICATION (See Exception)

All Railroad Controlled Cars held for or by Consignors or Consignees for any purpose are subject to demurrage rules and charges described in this tariff, except as follows:

1. Demurrage provisions in this tariff will not apply when demurrage rules are provided in contracts or other private agreements.
2. Private cars are not subject to demurrage rules except when placed on Public Delivery Tracks for loading or unloading.
3. Assigned cars returned empty (auto parts racks allowed) to point of assignment while subject to storage rules.
4. If a car is rejected within 24 hours of actual placement, empty cars found to be unsuitable for loading.

Exception: Empty Multi-Level Cars will not be subject to demurrage rules and charges

ITEM 550 - CARS SUBJECT TO STORAGE

APPLICATION: This item applies to:

1. Loaded Private Cars and empty Private Cars held on NS tracks under constructive placement after notice of arrival is given to the Consignee or Consignor. Time accrues until the car is "ordered placed" (see Item 200) on private tracks.
2. Loaded Private Cars held on NS tracks waiting forwarding instructions from the Consignor. (see note)

Note: Private Cars loaded and turned over to a third party at the same origin will be governed by this rule. Shippers may invoke this rule by tendering an ORIGIN TURNOVER FORM to Norfolk Southern. This form is available at the Norfolk Southern web site www.nscorp.com or by calling the Norfolk Southern Agency Operations at 800-854-2780. If such third party declines responsibility for storage payments, this note does not apply and Shipper retains responsibility for payment of storage charges.

NON-APPLICATION: Private Car storage provisions do not apply to Private Cars located on private or leased tracks.

ITEM 600 - RULES GOVERNING CARS HELD FOR LOADING

Release: (See Notes 1 and 2 below)

- (a) A car is released as of the date and time NS receives advice that the car is available and forwarding instructions are provided.
- (b) When Consignor does its own switching, the time a car is held for loading will commence once empty car(s) are placed on interchange tracks, and will continue until (i) car(s) are returned to an industrial interchange track, and (ii) NS receives forwarding instructions.
- (c) Cars found to be overloaded or improperly loaded while at origin will not be considered released until the load has been adjusted.

Note 1: Railroad Controlled Cars loaded and turned over to a third party at the same origin will be governed by this rule. Shippers may invoke this rule by tendering an ORIGIN TURNOVER FORM to Norfolk Southern. This form is available at



the Norfolk Southern web site www.nscorp.com or by calling the Norfolk Southern Agency Operations Center at 800-854-2780.

Note 2: The Consignor/Consignee shall adhere to the established cutoff times and have all switch requests submitted accordingly.

Computation:

- (a) Car Days will be computed from the first 0000 hours (see Car Days, Item 200) after Tender (i) until released with forwarding instructions for Railroad Controlled Cars, or (ii) until placement is made for Private Cars. In the case of Private Cars, the separate calculation for originating storage charges will be computed from the time that the loaded car is pulled and held on railroad controlled tracks by NS without forwarding instructions to time of receipt of required forwarding instructions.
- (b) On cars placed prior to date for which ordered, Car Days will be computed from the first 0000 hours of the day for which the car was ordered until the car is released.
- (c) Empty cars placed without being ordered, will be considered as having been ordered and actually placed on that day.

Credits:

- (a) One (1) Credit Day will be earned for each Railroad controlled car released for which forwarding instructions have been received.
- (b) Zero (0) Credit Days will be earned for each empty private car under constructive placement.
- (c) Zero (0) Credit Days will be earned for each loaded private car pulled for which forwarding instructions have not been received.

ITEM 650 - RULES GOVERNING CARS HELD FOR UNLOADING

Release: (See Note below)

- (a) A car is released as of the date and time NS receives advice that the car is empty, and is available.
- (b) Cars placed on interchange tracks of a Consignee that performs its own switching must also be returned to the same industrial interchange track for release.
- (c) A car is released when the same car is unloaded and reloaded, when forwarding instructions are received.
- (d) If a customer advises NS that an empty car is available to be pulled, but when NS arrives to pull the car and a release order has not been provided by customer, the empty pull timestamp represents release.

Note 1: The Consignor/Consignee shall adhere to the established cutoff times and have all switch requests submitted accordingly.

Computation: Car Days will be computed from the first 0000 hours (see Car Days, Item 200) after tender until release.

Credits:

- (a) One (1) Credit Day will be earned for each Railroad controlled car released from unloading.
- (b) One (1) additional Credit Day will be provided when the same car is reloaded with a revenue load. (Ex: When car is held for revenue loading after being emptied, in one continuous transaction, a total of two (2) Credit Days will be earned.

ITEM 700 - RULES GOVERNING CARS HELD FOR PURPOSES OTHER THAN LOADING OR UNLOADING

This Item applies to cars held:

- (a) On orders of the Consignor or Consignee.
- (b) While awaiting Disposition from the Consignor or Consignee.
- (c) As a result of conditions attributable to the Consignor or Consignee.

Note: Does not apply to origin turnovers.

Disposition: That information, which allows NS to either tender or release the car from the Consignor's or Consignee's account.



Release: Date and time that NS receives advice that the car is released and forwarding instructions are given on cars.

Computation: Car Days will be computed from the first 0000 hours: (see Car Days, Item 200).

- (a) After Tender until Release, on cars: (1) Partially unloaded. (2) Reconsigned.
- (b) After Tender until date of refusal on refused loaded cars (Consignee).
- (c) After arrival at final online destination until date of credit approval/received payment on non-credit cars.

Credits: No Credit Days will be earned for a car that is released.

ITEM 750 - RULES GOVERNING MERCHANDISE UNIT TRAIN DETENTION

Merchandise Unit Trains as defined in Item 200, shall be subject to the following provisions:

1. Merchandise Unit Train service will be performed at the convenience of railway and only for those facilities located on NS, or a short line that interchanges with NS.
2. NS will provide an electronic notice as outlined in Item 300.

Cars Held for Unloading Computation:

Hours will be computed from actual notice of arrival (i) until the last railcar of the unit is empty, released and available for Railroad-Controlled Cars; or (ii) until Actual Placement is made for Private Cars.

Cars Held for Loading Computation:

Hours will be computed from the actual notice of arrival (i) until NS receives advice that the last railcar of the unit is available and forwarding instructions are provided for Railroad-Controlled Cars; or (ii) until Actual Placement is made for Private Cars.

Free Time:

- For purposes of this Item, "Free Time" is defined as the period of time allowed to load or unload cars before Merchandise Unit Train Detention Charges begin to accrue.
- Merchandise Unit Trains consisting entirely or partially of Railroad-Controlled Cars will have 24 hours Free Time.
- Merchandise Unit Trains consisting entirely of Private Cars will have zero (0) Free Time after notice of arrival and while held on railway owned tracks.

Merchandise Unit Train Detention Charges:

A charge per Merchandise Unit Train of \$800.00 for each hour, or fraction thereof, that a railcar or railcars contained in a Merchandise Unit Train are detained beyond the Free Time, or the extended Free Time (as outlined in Detention Rule 6 below) will be assessed, as applicable.

Detention Rules:

1. The charges stated above are in addition to any applicable locomotive charges.
2. Charges are per Merchandise Unit Train and are in lieu of demurrage and storage charges which might otherwise be payable under NS Demurrage and Storage Tariff 6004-D series, Items 1010 and 1012, or successor items.
3. Merchandise Unit Train charges will be accrued and billed separately from any charges for single cars. Cars in Merchandise Unit Trains will not earn Credit Days.
4. Remaining Free Time from one Merchandise Unit Train cannot be used for a different Merchandise Unit Train.
5. All days count including Saturday, Sunday and holidays.
6. In the event that a shipment cannot be unloaded because of frozen commodity and Consignees so notify NS, then the unloading Free Time for that shipment will be extended by an additional twenty-four (24) hours. A shipment that is held in excess of the extended Free Time will be subject to the Merchandise Unit Train Detention Charges referenced above, or a one-time frozen commodity charge of \$12,000.00, whichever is less.

ITEM 760 - RULES GOVERNING MERCHANDISE UNIT TRAINS STOPPED IN TRANSIT

Merchandise Unit Trains stopped in transit due to the customer being unable to receive the train shall be subject to stoppage charges as follows:

- (a) Merchandise Unit Trains shall be subject to a stoppage charge of \$5,000.00.



- (b) In addition to the stoppage charge, if disposition or release on the stopped train has not been received by NS after 24 hours following the time the train was stopped, then Merchandise Unit Train Detention Charges and terms shall apply. Such charges shall accrue until the stop is lifted by the customer and NS is cleared to move the train towards destination.

ITEM 800 - RULES GOVERNING STORAGE OF ASSIGNED CARS

1. **NOTICE OF ARRIVAL:** Notice will be given assignee within 24 hours after arrival of car at Hold Point. (see Hold Point, Item 200)
2. **STORAGE DAYS:** Chargeable storage days will commence from the first 0000 hour (see Time, Item 200) following notice of arrival and continue until the car is placed on demurrage status or is released from the assignment.
3. **STORAGE RULES:**
 - (a) Storage charges will be assessed against assignee.
 - (b) Storage arrangements will be maintained individually by pool assignment number.
 - (c) Settlement of charges will be made on a monthly basis on all cars released from storage during each calendar month.
 - (d) One (1) Credit Day is given on each car placed in storage. Thereafter, storage charges accrue until the car is placed into service.
 - (e) Chargeable storage rate is \$20.00 per day.

ITEM 850 - RULES GOVERNING ORIGIN TURNOVERS

Origin Turnover:

An origin turnover occurs when a notification, submitted at origin by the party responsible for loading a railcar, informs NS that the party responsible for loading has completed the loading and is 'turning over' the railcar and its lading to another party. The party designated on the Origin Turnover becomes the Consignor and will be responsible for submitting final destination forwarding instructions to Norfolk Southern before the railcar is pulled. (See publication NS 8002-A, Item 6030). The party responsible for loading may submit an Origin Turnover using Norfolk Southern's internet based Diversion and Reconsignment application. Origin Turnovers will also be accepted via facsimile or in writing at the address shown below:

Norfolk Southern OSS Administration - Origin Turnovers
1200 Peachtree Street, NE
Box 118
Atlanta, Georgia 30309
Phone: (404) 589-6108
FAX: (404) 589-6682

There is no charge for origin turnovers submitted through Norfolk Southern's internet based Diversion and Reconsignment application. When submitted via facsimile or in writing, the charge will be \$198.00 per car which will be due from the party executing the origin turnover.

ITEM 900 - STORAGE OF RAILWAY EQUIPMENT MOVING ON OWN WHEELS

1. APPLICATION:

This item applies to railway equipment held on NS tracks that will or has moved on its own wheels, as freight, subject to transportation charges.

2. STORAGE DAYS WILL COMMENCE:

- (a) At origin or en route: From the first 0000 hours (see Time, Item 200) following receipt of the equipment and continuing until a document is given to NS containing all necessary information to forward the equipment.



- (b) At destination: From the first 0000 hours (see Time, Item 200) after notice of arrival is given to Consignee and continuing until equipment is released from hold tracks. (Notice of arrival will be given Consignee within 24 hours after arrival of equipment at hold point).

3. STORAGE RULES:

- (a) Unless otherwise advised, charges will be assessed to Consignor, if delays occurred at origin or en route, or Consignee if storage delays occurred at destination.
- (b) Settlement of charges will be made on an individual basis for equipment released from storage during each calendar month.
- (c) Zero (0) Credit Days will be allowed on each car released from storage.
- (d) Chargeable storage rate is \$60.00 per day.

ITEM 950 - DEMURRAGE / STORAGE RULES

Billing will be rendered on a monthly basis for all cars released during a calendar month. Billing will be made per customer per station.

- 1. Billing cannot be combined for customers having facilities at separate stations.
- 2. Credit Days and Car Days for Railroad Controlled cars held for unloading or other purposes will be kept separately from cars held for loading. Except as otherwise provided in Item 1000, Credit Days and Car Days for Private Cars for loading or unloading will be combined. Credits on Private Cars cannot be combined with credits on Railroad Controlled cars.
- 3. Customer having two or more facilities at the same station with NS may combine the accounts into one if requested in writing.
- 4. Credit Days earned in one calendar month cannot be carried over to another month.
- 5. Demurrage/Storage charges will be assessed to Consignor at origin or to Consignee at destination as applicable.
- 6. All days count including Saturday and Sundays. Eleven (11) holidays will not be subject to demurrage (see Holidays, Item 200)
- 7. Demurrage/storage will be suspended while Cars are in bad order, pull turn, or pull weigh status.
- 8. Except for shipments of 45 or more cars moving under one Bill of Lading or Waybill, two (2) credits will be applied for each day for loaded railcars where NSR Original ETA is not met. Credits may be applied for early or late loaded arrivals. Combined total credits pursuant to Item 1010 and Item 950 will be limited to ten (10) per car per shipment. Credits will not be carried over to subsequent months.
- 9. Disputes concerning demurrage or storage charges or computations (a "Demurrage Dispute") must be submitted online through **AccessNS** by the fifth (5th) calendar day of the month following the accrual closing event in order to avoid the charge described in the next sentence. If a Demurrage Dispute is not received within the time frame described above or is received by a method other than online through **AccessNS**, a non-refundable handling charge of \$500.00 will be assessed to the party submitting the Demurrage Dispute. The time limit for submitting a Demurrage Dispute is 30 days from the demurrage/storage invoice date (the "Time Limit"). Any Demurrage Disputes received after the Time Limit will be rejected.
- 10. If NS offers scheduled local service less than five (5) days per week, then NS will apply demurrage/storage credits for the difference between five (5) days and the Offered Service Days. These credits are in addition to the standard demurrage credits. When Offered Service Days is equal to or greater than five (5) days per week, then standard demurrage/storage credits apply.
Example: If the Offered Service Days=3 and standard demurrage credits=1, then every railcar will get 3 credits (5-3+1=3).

ITEM 1000 - DEMURRAGE / STORAGE CALCULATION

Credit Days and Car Days will be kept separately, and the following calculations will be made separately, for cars with different Per Car Daily Charges in Item 1010:

- 1. Total Car Days with the same Per Car Daily Charge per customer per location will be added. (Car/days are net of holidays (see Holidays, Item 200)).
- 2. Total Credit Days for all cars with the same Per Car Daily Charge will be added.
- 3. If total Credit Days equal or exceed total net Car Days with the same Per Car Daily Charge, demurrage/storage charges will not be assessed. Any excess Credit Days cannot be applied to cars with different Per Car Daily Charges.



4. If total net Car Days exceed the total Credit Days with the same Per Car Daily Charge, calculation of charges will be made as follows:
- Subtract total Credit Days from total Car Days to determine chargeable days.
 - The number of chargeable days will be assessed as shown in Item 1010 (or Item 1012 for hazardous commodities).

ITEM 1010 - DEMURRAGE / STORAGE APPLICATION

Demurrage Application	Loading Credits	Unloading Credits	Per Car Daily Charge
Railroad Controlled Cars, Except Below	1	1	\$ 150.00
Covered Coil Cars, Centerbeam Flatcars, Refrigerated Cars, Heavy-Duty Flatcars	1	1	\$ 250.00

Cars Held	Origin/Destination Credits	Per Car Daily Charge
For Purposes Other than Loading or Unloading	0	\$ 100.00

Storage Application	Loading Credits	Unloading Credits	Per Car Daily Charge
Private Cars	0	0	\$ 60.00
Assigned Cars	1	0	\$ 20.00

ITEM 1012 - HAZARDOUS COMMODITIES

With respect to unloading credits, this provision applies in lieu of item 1010 for commodities listed below.

	Unloading Credits	Per Car Daily Charge
Hazardous Material other than TIH	0	\$ 100.00 (see Item 1015)
TIH Material identified in Note 1	0	\$ 2,000.00 (see Item 1015)

Note 1:

TIH STCC codes: 4821019, 4821261, 4821722, 4830030, 4904209 - 4904211, 4904879, 4907409, 4907434, 4909306 - 4909307, 4910370, 4916138, 4918180, 4918505, 4918507, 4920101 - 4920113, 4920115 - 4920116, 4920122, 4920135, 4920160, 4920164 - 4920165, 4920167, 4920173 - 4920175, 4920178, 4920180 - 4920181, 4920183 - 4920184, 4920187 - 4920189, 4920195 - 4920196, 4920300 - 4920325, 4920331, 4920337, 4920342 - 4920344, 4920346 - 4920349, 4920351 - 4920360, 4920368 - 4920369, 4920371,



4920373, 4920375, 4920378 - 4920383, 4920392, 4920394 - 4920396, 4920398 - 4920399, 4920502 - 4920505, 4920508 - 4920511, 4920513, 4920515 - 4920518, 4920522 - 4920523, 4920526 - 4920528, 4920530 - 4920531, 4920534 - 4920536, 4920547, 4920550, 4920556, 4920559, 4920570 - 4920571, 4920715, 4921000, 4921003 - 4921004, 4921006, 4921008 - 4921010, 4921016, 4921019 - 4921020, 4921023 - 4921024, 4921028, 4921063, 4921202, 4921207, 4921211, 4921213, 4921216, 4921239, 4921245, 4921248, 4921251 - 4921252, 4921254 - 4921255, 4921275, 4921287 - 4921288, 4921304, 4921401 - 4921402, 4921404 - 4921405, 4921413 - 4921414, 4921420, 4921438, 4921473, 4921487, 4921495, 4921497, 4921558, 4921587, 4921695, 4921722, 4921727, 4921730, 4921741 - 4921742, 4921744 - 4921746, 4921756, 4923113, 4923117, 4923209, 4923298, 4927004, 4927006 - 4927012, 4927014, 4927018 - 4927019, 4927022 - 4927028, 4927099, 4930024, 4930030, 4930050, 4930204, 4930260, 4931201, 4932010, 4932352, 4932385, 4933327, 4935231, 4936106, 4936110, 4936565

ITEM 1015 - STORAGE OF EXPLOSIVES, HAZARDOUS MATERIALS, SUBSTANCES OR WASTE

(Subject to publication BOE 6000 - hazardous materials regulations of the Department of Transportation)

The hazardous material charge shown in Item 1012 will be in addition to demurrage and storage charges provided in Items 1010 and 1100.

In addition, in the event that customer causes cars to be held on NS property in violation of 49 CFR 174.14, customer shall indemnify NS against (1) any governmental fines incurred as a result of such violation and (2) any costs or losses arising from any release from such cars caused by (i) defects in the cars, (ii) commodities being stored in rail cars beyond car-tolerance limits, or (iii) acts of God, such as hurricanes, tornados, earthquakes, fires, floods, etc., that occur while such cars are being held in violation of 49 CFR 174.14.

Application: This item applies to all cars held on NS tracks (excluding leased tracks) containing: (see note)

- (a) Class A, B or C Explosives, named in Part 172 Commodity List, Publication BOE 6000.
- (b) Hazardous materials, substances, or wastes requiring the use of 4-digit identification number on shipping document, placards or panels, as named in Part 11 Section 172.101, Publication BOE 6000.
- (c) In all cases, tariff NS 6306 applies.

Note: Private Cars loaded and turned over to a third party at the same origin will be governed by this rule. Shippers may invoke this rule by tendering an ORIGIN TURNOVER FORM to Norfolk Southern. This form is available at the Norfolk Southern web site www.nscorp.com or by calling the Norfolk Southern Agency Operations at 800-854-2780.

ITEM 1100 - LEASE TRACK OVERAGE

In the event a customer makes arrangements with Norfolk Southern to have a lease track agreement at a certain location, and the number of private cars described in the lease track agreement at that location exceeds the capacity of the track space allotted pursuant to the applicable, lease track agreement, an overage charge of \$50.00 per car will be assessed on all cars exceeding the lease limit. The overage charge will be applied on all overage cars commencing at 00:00 the day following the day the lease limit was exceeded. A car is considered in lease track status if after notification of arrival, the car is not ordered before the beginning of the next Service Window. No Free Time or credits will be allowed. Lease track excess is not provided relief against NS holidays. Also an intra-terminal switch charge will be assessed when the cars are requested to be spotted, or moved from the plant to the lease track for forwarding.

**SUMMARY OF REVISIONS**

Issued: March 1, 2019

Effective: April 1, 2019

PAGE(S)	ITEM	ITEM DESCRIPTION	DESCRIPTION (CHANGES IN RED)
4	200	GLOSSARY OF TERMS	Addition to definition Credit Day: 9. Credit Day: Non-chargeable day. Credits can only be earned on those cars released to carrier for further disposition, and can only offset Car Days for cars with the same Per Car Daily Charge.
5	200	GLOSSARY OF TERMS	New definition Per Car Daily Charge: 26. Per Car Daily Charge: The daily demurrage/storage charge applicable to a car.
5	200	GLOSSARY OF TERMS	Addition to definition Service Window: 32. Service Window: The designated block of time within a service day that NS anticipates it will physically pull and place a customer's cars. These times are not guaranteed and delivery outside of these projected times will not impact the obligation to pay demurrage and storage charges.
6	350	NOTIFICATION TO NS	New paragraph (d): (d) Any notice sent by any Consignor/Consignee indicating an intention to not pay otherwise applicable demurrage or storage charges hereunder, or instructing NS not to deliver railcars if NS intends to impose otherwise applicable demurrage or storage charges hereunder, shall be void and shall have no force or effect regardless of whether NS responds to such notice.
9	750	RULES GOVERNING MERCHANDISE UNIT TRAIN DETENTION	Update Detention Rules: 2. Charges are per Merchandise Unit Train and are in lieu of demurrage and storage charges which might otherwise be payable under NS Demurrage and Storage Tariff 6004-D series, Items 1010 and 1012, or successor items.
11	950	DEMURRAGE / STORAGE RULES	Update Demurrage / Storage Rules: 2. Credit Days and Car Days for Railroad Controlled cars held for unloading or other purposes will be kept separately from cars held for loading. Except as otherwise provided in Item 1000, Credit Days and Car Days for Private Cars for loading or unloading will be combined. Credits on Private Cars cannot be combined with credits on Railroad Controlled cars.



11-12	1000	DEMURRAGE / STORAGE CALCULATION	Credit Days and Car Days will be kept separately, and the following calculations will be made separately, for cars with different Per Car Daily Charges in Item 1010: 1. Total Car Days with the same Per Car Daily Charge per customer per location will be added. (Car/days are net of holidays (see Holidays, Item 200)). 2. Total Credit Days for all cars with the same Per Car Daily Charge will be added. 3. If total Credit Days equal or exceed total net Car Days with the same Per Car Daily Charge, demurrage/storage charges will not be assessed. Any excess Credit Days cannot be applied to cars with different Per Car Daily Charges. 4. If total net Car Days exceed the total Credit Days with the same Per Car Daily Charge, calculation of charges will be made as follows: (a) Subtract total Credit Days from total Car Days to determine chargeable days. (b) The number of chargeable days will be assessed as shown in Item 1010 (or Item 1012 for hazardous commodities).
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EXHIBIT 3



Norfolk Southern Corporation
Three Commercial Place
Norfolk, VA 23510

Pricing Services
nsCorp.marketing@nscorp.com

October 1, 2018

Dear NS Customer, Rail Business Partner and NS Tariff Subscriber:

Effective January 1, 2019, Norfolk Southern (NS) will be making changes to the following tariffs:

- Conditions of Carriage #1-E
- Coal Conditions of Carriage #2-P
- Demurrage and Storage Rules and Charges Tariff NS 6004-D
- Accessorial Service Rules and Charges Tariff NS 8002-A
- Thoroughbred Bulk Transfer Freight Tariff NS 9328-O

Below is a brief description of the primary changes to the tariffs. Consult the tariffs using the below links for additional information as the tariffs supersede any information contained in this announcement.

Conditions of Carriage #1-E:

<http://www.nscorp.com/content/nscorp/en/transportation-terms/other-requirements/conditions-of-carriage.html>

- Rule 210, Item (3) – Update reference from 15 C.F.R. to 21 C.F.R.
- Rule 300 – Add provisions in items 5 and 7 where NS shall have the right to recover from Payor all reasonable costs of collection (including but not limited to reasonable attorneys' fees, investigation costs, expert fees, and litigation costs), and assess finance charges against unpaid linehaul freight charges, switching charges, demurrage and storage charges, accessorial charges, and any other amounts owed under the governing rate authority, transportation contract, these Conditions, or any other document referenced in Rule 110.

Coal Conditions of Carriage #2-P:

<http://www.nscorp.com/content/nscorp/en/transportation-terms/other-requirements/conditions-of-carriage.html>

- Payment and Credit (45.3) – Add provision where NS shall have the right to recover from Payor all reasonable costs of collection (including but not limited to reasonable attorneys' fees, investigation costs, expert fees, and litigation costs), and assess finance charges against unpaid linehaul freight charges, switching charges, demurrage and storage charges, accessorial charges, and any other amounts owed under the governing rate authority, transportation contract, these Conditions, or any other document referenced in Rule 10.4.

NS 6004-D, Demurrage and Storage Rules and Charges:

<http://www.nscorp.com/content/nscorp/en/transportation-terms/other-requirements/demurrage-rules-and-charges.html>

- Item 600 – Cars Held for Loading. Reduce credit days from two (2) to zero (0) for empty private cars under constructive placement.
- Item 650 – Cars Held for Unloading. Reduce credit days from two (2) to one (1) for Railroad controlled cars released from unloading. One (1) additional Credit Day will be provided when the same car is reloaded with a revenue load, a total of two (2) Credit Days will be earned.
- Item 750 – Grain Units. Increase daily charge of each grain unit from \$100.00 to \$150.00 per car per day.
- Item 900 – Railway Equipment Moving on Own Wheels. Reduce credit days from one (1) to zero (0) for storage.
- Item 950 – Demurrage/Storage Rules. Increase credit days from one (1) to two (2) credits for each day loaded railcars do not meet NSR Original ETA. Increase maximum total credits from seven (7) to ten (10) per car per shipment.
- Item 1010 – Railroad Controlled Cars. Reduce from two (2) unloading credits to one (1) unloading credit and increase daily charge from \$100.00 to \$150.00 per car per day.
- Item 1010 – Covered Coil Cars, Centerbeam Flats, Refrigerated Cars, and Heavy-Duty Flatcars will receive one (1) credit for loading and one (1) credit for unloading with daily charge at \$250.00 per car per day.

- Item 1010 – Private Car Storage. Reduce from two (2) loading credits to zero (0) credits.
- Item 1012 – Hazardous Material other than TIH: reduce credits from two (2) unloading to zero (0) unloading. TIH Material: Increase daily charge from \$1,000.00 per car per day to \$2,000.00 per car per day.

NS 8002-A, Accessorial Services Rules and Charges:

<http://www.nscorp.com/content/nscorp/en/transportation-terms/other-requirements/accessorial-services-rules-and-charges.html>

- Item 5040 – Remove phrase “Except in the event NS elects to do so as provided in Section C below,” from last sentence in paragraph (A) as Section C is obsolete.
- Item 6070 – Interchange Error Movements; updates to charges between carriers for interchange errors.
- Item 6265 – Reduce from three (3) times to two (2) times the average number of cars that consignee has received at the Congested Location for each day within the previous two weeks.
- Item 6415 - Update billing methodology, storage day and free day definitions for storage charges on motor vehicles.
- Add a Summary of NS 8002-A Charges listing frequently used accessorial charges.

NS 9328-O, Thoroughbred Bulk Transfer Freight Tariff:

<http://www.nscorp.com/content/nscorp/en/transportation-terms/other-requirements/bulk-distribution-tariff.html>

- Item 115 (B) – Application of Terminal Services. Add language at the beginning of Section 1, “An NS Distribution Services team member will allocate each TBT Customer a maximum number of rail cars that may be constructively or actually placed at any one time at a particular TBT Facility (“Maximum Car Spots”). (See Item 140, Section C, Note 2.) Once the Maximum Car Spot allocation has been made and communicated electronically to the Customer and to the TBT Facility, Shipper or Consignee will electronically transmit notice of rail cars being shipped to a TBT Facility.”
- Item 140 (A) – Track Occupancy Charges (TOCs). Reduce free days from ten (10) to four (4) for private non-hazardous and hazardous railcar shipments. Increase daily charge for all subsequent days from \$50.00 to \$60.00 per car per day for private non-hazardous railcar shipments. Increase daily charge for all subsequent days from \$100.00 to \$160.00 per car per day for private hazardous railcar shipments. Increase daily charge for all subsequent days from \$100.00 to \$150.00 per car per day for railroad cars.
- Item 140 (A) – Track Occupancy Charges (TOCs). Add Note 2, “Railcars in an amount exceeding the Maximum Car Spots shall not be entitled to any Free Days at any time. Empty Private Railcars exceeding the Maximum Car Spots shall immediately be subject to the Private Railcars, Non-Hazardous TOC rate.”

Use the following link to subscribe/unsubscribe to future notifications to any of these tariffs:

<http://www.nscorp.com/content/nscorp/en/shipping-tools/publication-email-updates.html>

Pricing Services

Norfolk Southern Corporation

nscorp.marketing@nscorp.com

EXHIBIT 4

Norfolk Southern Corporation
Month Charges Accrued: November
Invoice Number: 6345180644

Billing Date:	12/11/2018	Station Number:	059364
Customer Number:	1253840118	Waybill Number:	901553

AMERICAN RAILCAR INDUSTRIES IN
ATTN STEVE WEST
100 CLARK ST
SAINT CHARLES, MO 63301-2075

Bill To: 1253840118

Private Car Storage

	\$9,240.00
Total Monthly Charges	\$9,240.00

Demurrage Details for Invoice Number: 6345180644

Billing Date: 12/11/2018 Station Number: 059364
Customer Number: 1253840118 Waybill Number: 901553

AMERICAN RAILCAR INDUSTRIES IN Bill To: 1253840118
ATTN STEVE WEST
100 CLARK ST
SAINT CHARLES, MO 63301-2075

Private Car Storage															
TYP		CAR						CONSTR		SVC					
E	EQUIPMENT	TYPE	COMMODITY	ARRIVED	NOTIFIED	ORDERED	PLACED	PLACED	RELEASED	PULLED	CREDITS	CREDITS	DAYS	L/E	RATE
R	ACFX 058690		COVERED HOPPER	11/8/2018	11/8/2018			11/9/2018			2	0	0	E	\$60.00
R	ACFX 064938		CRS,RWY FRT,NN	11/14/2018	11/14/2018			11/30/2018			2	0	0	E	\$60.00
R	ACFX 065264		CRS,RWY FRT,NN	11/14/2018	11/14/2018			11/30/2018			2	0	0	E	\$60.00
R	ACFX 072965		CRS,RWY FRT,NN	11/14/2018	11/14/2018			11/30/2018			2	0	0	E	\$60.00
R	ACFX 075802		CRS,RWY FRT,NN	10/31/2018	10/31/2018			11/9/2018			2	0	0	E	\$60.00
R	DVLX 002036		SULPHUR, MOLTEN	10/9/2018	10/10/2018			11/21/2018			2	0	0	E	\$60.00
R	DVLX 003066		SULPHUR, MOLTEN	11/8/2018	11/8/2018			11/30/2018			2	0	0	E	\$60.00
R	GATX 064783		CLEANED TANK CR	10/27/2018	10/27/2018			11/9/2018			2	0	0	E	\$60.00
R	GATX 065038		CLEANED TANK CR	9/21/2018	9/21/2018		10/17/2018	11/16/2018			2	0	30	E	\$60.00
R	GATX 065312		CRS,RWY FRT,NN	11/16/2018	11/16/2018			11/30/2018			2	0	0	E	\$60.00
R	ICKX 015082		CRS,RWY FRT,NN	10/3/2018	10/3/2018		10/17/2018	11/16/2018			2	0	30	E	\$60.00
R	ICKX 015092		CRS,RWY FRT,NN	11/14/2018	11/14/2018			11/30/2018			2	0	0	E	\$60.00
R	ITDX 004012		SULPHUR, MOLTEN	10/9/2018	10/10/2018			11/21/2018			2	0	0	E	\$60.00
R	ITDX 004014		SULPHUR, MOLTEN	10/23/2018	10/23/2018			11/2/2018			2	0	0	E	\$60.00
R	ITDX 004017		SULPHUR, MOLTEN	10/9/2018	10/10/2018			11/21/2018			2	0	0	E	\$60.00
R	ITDX 006833		SULPHUR, MOLTEN	10/31/2018	11/1/2018			11/2/2018			2	0	0	E	\$60.00
R	ITDX 006850		SULPHUR, MOLTEN	11/8/2018	11/8/2018			11/9/2018			2	0	0	E	\$60.00
R	ITDX 006890		SULPHUR, MOLTEN	10/31/2018	10/31/2018			11/9/2018			2	0	0	E	\$60.00
R	ITDX 006894		SULPHUR, MOLTEN	11/11/2018	11/11/2018			11/30/2018			2	0	0	E	\$60.00
R	ITDX 006896		SULPHUR, MOLTEN	10/27/2018	10/27/2018			11/9/2018			2	0	0	E	\$60.00
R	ITDX 006920		SULPHUR, MOLTEN	10/27/2018	10/27/2018			11/9/2018			2	0	0	E	\$60.00
R	ITDX 006935		SULPHUR, MOLTEN	11/11/2018	11/11/2018			11/30/2018			2	0	0	E	\$60.00
R	ITDX 006951		SULPHUR, MOLTEN	11/8/2018	11/8/2018			11/9/2018			2	0	0	E	\$60.00
R	ITDX 006965		SULPHUR, MOLTEN	10/9/2018	10/10/2018			11/21/2018			2	0	0	E	\$60.00

R	ITDX	006966	SULPHUR, MOLTEN	11/8/2018	11/8/2018		11/9/2018			2	0	0	E	\$60.00
R	KMNX	071028	CRS,RWY FRT,NN	11/16/2018	11/16/2018		11/21/2018			2	0	0	E	\$60.00
R	PPTX	003353	CLEANED TANK CR	11/8/2018	11/8/2018		11/30/2018			2	0	0	E	\$60.00
R	PPTX	003376	SULPHUR, MOLTEN	11/12/2018	11/12/2018		11/30/2018			2	0	0	E	\$60.00
R	PPTX	003494	SULPHUR, MOLTEN	10/31/2018	10/31/2018		11/9/2018			2	0	0	E	\$60.00
R	PPTX	003513	SULPHUR, MOLTEN	11/11/2018	11/11/2018		11/30/2018			2	0	0	E	\$60.00
R	PPTX	003542	SULPHUR, MOLTEN	10/31/2018	10/31/2018		11/9/2018			2	0	0	E	\$60.00
R	PPTX	003597	SULPHUR, MOLTEN	11/12/2018	11/12/2018		11/30/2018			2	0	0	E	\$60.00
R	PPTX	003649	SULPHUR, MOLTEN	11/12/2018	11/12/2018		11/30/2018			2	0	0	E	\$60.00
R	SHQX	008047	SULPHUR, MOLTEN	10/9/2018	10/10/2018		11/21/2018			2	0	0	E	\$60.00
R	SHQX	008078	SULPHUR, MOLTEN	11/11/2018	11/11/2018		11/30/2018			2	0	0	E	\$60.00
R	SHQX	008089	SULPHUR, MOLTEN	11/8/2018	11/8/2018		11/9/2018			2	0	0	E	\$60.00
R	SHQX	010981	CRS,RWY FRT,NN	10/29/2018	10/29/2018		11/9/2018	11/21/2018	11/21/2018	2	0	0	E	\$60.00
R	SHQX	010996	CRS,RWY FRT,NN	10/4/2018	10/5/2018	10/17/2018	11/16/2018			2	0	30	E	\$60.00
R	SHQX	010997	CRS,RWY FRT,NN	11/16/2018	11/16/2018		11/21/2018			2	0	0	E	\$60.00
R	SHQX	010998	CRS,RWY FRT,NN	11/16/2018	11/16/2018		11/21/2018			2	0	0	E	\$60.00
R	SHQX	011003	CRS,RWY FRT,NN	11/16/2018	11/16/2018		11/21/2018			2	0	0	E	\$60.00
R	SHQX	011021	CRS,RWY FRT,NN	11/16/2018	11/16/2018		11/21/2018			2	0	0	E	\$60.00
R	SHQX	011061	CRS,RWY FRT,NN	10/29/2018	10/29/2018		11/9/2018	11/21/2018	11/21/2018	2	0	0	E	\$60.00
R	SHQX	011074	CRS,RWY FRT,NN	11/16/2018	11/16/2018		11/21/2018			2	0	0	E	\$60.00
R	SHQX	011079	CRS,RWY FRT,MOW	10/7/2018	10/7/2018		11/21/2018			2	0	0	E	\$60.00
R	SHQX	011081	CRS,RWY FRT,MOW	10/7/2018	10/7/2018	10/17/2018	11/16/2018			2	0	30	E	\$60.00
R	SHQX	011082	CRS,RWY FRT,MOW	10/7/2018	10/7/2018		11/21/2018			2	0	0	E	\$60.00
R	SHQX	011083	CRS,RWY FRT,MOW	10/9/2018	10/10/2018		11/21/2018			2	0	0	E	\$60.00
R	SHQX	011085	CRS,RWY FRT,MOW	10/7/2018	10/7/2018		11/21/2018			2	0	0	E	\$60.00
R	SHQX	011086	CRS,RWY FRT,MOW	10/31/2018	11/1/2018		11/2/2018			2	0	0	E	\$60.00
R	SHQX	011087	CRS,RWY FRT,MOW	10/26/2018	10/27/2018		11/9/2018			2	0	0	E	\$60.00
R	SHQX	011088	CRS,RWY FRT,MOW	10/26/2018	10/27/2018		11/9/2018			2	0	0	E	\$60.00
R	SHQX	011092	CRS,RWY FRT,MOW	10/23/2018	10/23/2018		11/9/2018			2	0	0	E	\$60.00
R	SHQX	011095	CRS,RWY FRT,MOW	10/31/2018	11/1/2018		11/2/2018			2	0	0	E	\$60.00
R	SHQX	011098	CRS,RWY FRT,MOW	10/31/2018	11/1/2018		11/2/2018			2	0	0	E	\$60.00
R	SHQX	011099	CRS,RWY FRT,MOW	10/31/2018	11/1/2018		11/2/2018			2	0	0	E	\$60.00
R	SHQX	011100	CRS,RWY FRT,MOW	10/31/2018	11/1/2018		11/2/2018			2	0	0	E	\$60.00
R	SHQX	011101	CRS,RWY FRT,MOW	10/28/2018	10/28/2018		11/9/2018			2	0	0	E	\$60.00
R	SHQX	011102	CRS,RWY FRT,MOW	10/31/2018	11/1/2018		11/2/2018			2	0	0	E	\$60.00
R	SHQX	011103	CRS,RWY FRT,MOW	10/31/2018	11/1/2018		11/2/2018			2	0	0	E	\$60.00
R	SHQX	011106	CRS,RWY FRT,MOW	10/31/2018	11/1/2018		11/2/2018			2	0	0	E	\$60.00

R	SHQX	011107	CRS,RWY FRT,MOW	10/31/2018	11/1/2018		11/2/2018	2	0	0	E	\$60.00
R	SHQX	011108	CRS,RWY FRT,MOW	10/31/2018	11/1/2018		11/2/2018	2	0	0	E	\$60.00
R	SHQX	011109	CRS,RWY FRT,MOW	10/31/2018	11/1/2018		11/2/2018	2	0	0	E	\$60.00
R	SHQX	011110	CRS,RWY FRT,MOW	10/31/2018	11/1/2018		11/2/2018	2	0	0	E	\$60.00
R	SHQX	011113	CRS,RWY FRT,MOW	10/31/2018	11/1/2018		11/2/2018	2	0	0	E	\$60.00
R	SHQX	011173	CRS,RWY FRT,MOW	10/7/2018	10/7/2018		11/16/2018	2	0	0	E	\$60.00
R	SHQX	011174	CRS,RWY FRT,MOW	10/7/2018	10/7/2018		11/21/2018	2	0	0	E	\$60.00
R	SHQX	011175	CRS,RWY FRT,MOW	10/7/2018	10/7/2018		11/16/2018	2	0	0	E	\$60.00
R	SHQX	011176	CRS,RWY FRT,MOW	10/7/2018	10/7/2018		11/16/2018	2	0	0	E	\$60.00
R	SHQX	011177	CRS,RWY FRT,MOW	10/7/2018	10/7/2018		11/16/2018	2	0	0	E	\$60.00
R	SHQX	011178	CRS,RWY FRT,MOW	10/7/2018	10/7/2018		11/21/2018	2	0	0	E	\$60.00
R	SHQX	071279	CRS,RWY FRT,NN	9/20/2018	9/20/2018	10/17/2018	11/16/2018	2	0	30	E	\$60.00
R	SHQX	071295	CRS,RWY FRT,NN	8/13/2018	8/13/2018	10/17/2018	11/16/2018	2	0	30	E	\$60.00
R	SHQX	071300	CRS,RWY FRT,NN	9/20/2018	9/20/2018	10/17/2018	11/16/2018	2	0	30	E	\$60.00
R	SHQX	071309	CRS,RWY FRT,NN	9/20/2018	9/20/2018	10/17/2018	11/16/2018	2	0	30	E	\$60.00
R	SHQX	071313	CRS,RWY FRT,MOW	10/7/2018	10/7/2018		11/16/2018	2	0	0	E	\$60.00
R	SHQX	071314	CRS,RWY FRT,MOW	10/1/2018	10/1/2018	10/17/2018	11/16/2018	2	0	30	E	\$60.00
R	SHQX	071329	CRS,RWY FRT,MOW	10/1/2018	10/1/2018	10/17/2018	11/16/2018	2	0	30	E	\$60.00
R	SHQX	071332	CRS,RWY FRT,MOW	10/7/2018	10/7/2018		11/16/2018	2	0	0	E	\$60.00
R	SHQX	071372	CRS,RWY FRT,MOW	10/7/2018	10/7/2018		11/16/2018	2	0	0	E	\$60.00
R	TCIX	016018	CLEANED TANK CR	10/29/2018	10/29/2018		11/9/2018	2	0	0	E	\$60.00
R	TCIX	050043	CRS,RWY FRT,NN	10/31/2018	10/31/2018		11/9/2018	2	0	0	E	\$60.00
R	TCIX	175485	CLEANED TANK CR	11/8/2018	11/8/2018		11/9/2018	2	0	0	E	\$60.00
R	UTLX	300911	CLEANED TANK CR	10/2/2018	10/2/2018	10/17/2018	11/16/2018	2	0	30	E	\$60.00
R	UTLX	301623	CRS,RWY FRT,NN	11/14/2018	11/14/2018		11/30/2018	2	0	0	E	\$60.00
R	UTLX	301703	CRS,RWY FRT,NN	10/2/2018	10/2/2018		11/16/2018	2	0	0	E	\$60.00
R	WFRX	116272	CLEANED TANK CR	10/23/2018	10/23/2018		11/9/2018	2	0	0	E	\$60.00

In Out I	No. Cars Released 88	Credit Days 176	Service Credits 0	Car Days 330	Chargeable Days 154	Daily Rate \$60.00	Amount Due \$9,240.00
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Summary Total - Private Car Storage \$9,240.00

EXHIBIT 5

Norfolk Southern Corporation
Month Charges Accrued: December
Invoice Number: 7010166858

Billing Date: 1/10/2019
Customer Number: 1253840118

Station Number: 059364
Waybill Number: 901546

AMERICAN RAILCAR INDUSTRIES IN
ATTN STEVE WEST
100 CLARK ST
SAINT CHARLES, MO 63301-2075

Bill To: 1253840118

Private Car Storage

Total Monthly Charges \$19,440.00
\$19,440.00

Demurrage Details for Invoice Number: 7010166858

Billing Date:

1/10/2019

Customer Number:

1253840118

Station Number:

059364

Waybill Number:

901546

AMERICAN RAILCAR INDUSTRIES IN
ATTN STEVE WEST
100 CLARK ST
SAINT CHARLES, MO 63301-2075

Bill To: 1253840118

Private Car Storage

BILL			CAR		CONSTR					SVC						
TYPE	EQUIPMENT		TYPE	COMMODITY	ARRIVED	NOTIFIED	ORDERED	PLACED	PLACED	RELEASED	PULLED	CREDITS	CREDITS	DAYS	L/E	RATE
R	ACFX	041419		00000	12/22/2018	12/23/2018		12/24/2018				2	0	2	E	\$60.00
R	ACFX	041480		00000	12/11/2018	12/11/2018		12/19/2018				2	0	0	E	\$60.00
R	ACFX	069828		00000	12/22/2018	12/23/2018		12/24/2018				2	0	2	E	\$60.00
R	ACFX	072953		CRS,RWY FRT,NN	11/15/2018	11/15/2018		12/2/2018	12/7/2018			2	0	5	E	\$60.00
R	ICKX	015047		CRS,RWY FRT,NN	12/6/2018	12/6/2018		12/7/2018	12/20/2018			2	0	13	E	\$60.00
R	ICKX	015059		CRS,RWY FRT,NN	12/6/2018	12/6/2018		12/7/2018	12/20/2018			2	0	13	E	\$60.00
R	ITDX	004008		SULPHUR, MOLTEN	12/8/2018	12/8/2018		12/10/2018	12/21/2018			2	0	10	E	\$60.00
R	ITDX	004010		SULPHUR, MOLTEN	11/28/2018	11/28/2018		12/2/2018	12/7/2018			2	0	5	E	\$60.00
R	ITDX	006810		SULPHUR, MOLTEN	11/20/2018	11/20/2018		12/2/2018	12/7/2018			2	0	5	E	\$60.00
R	ITDX	006840		SULPHUR, MOLTEN	12/6/2018	12/6/2018		12/7/2018	12/20/2018			2	0	13	E	\$60.00
R	ITDX	006909		SULPHUR, MOLTEN	12/6/2018	12/6/2018		12/7/2018	12/19/2018			2	0	12	E	\$60.00
R	ITDX	006914		SULPHUR, MOLTEN	12/6/2018	12/6/2018		12/7/2018	12/19/2018			2	0	12	E	\$60.00
R	ITDX	006928		SULPHUR, MOLTEN	11/20/2018	11/20/2018		12/2/2018	12/7/2018			2	0	5	E	\$60.00
R	PPTX	003338		SULPHUR, MOLTEN	11/18/2018	11/18/2018		12/2/2018	12/11/2018			2	0	9	E	\$60.00
R	PPTX	003349		SULPHUR, MOLTEN	11/18/2018	11/18/2018		12/2/2018	12/11/2018			2	0	9	E	\$60.00
R	PPTX	003431		SULPHUR, MOLTEN	11/18/2018	11/18/2018		12/2/2018	12/11/2018			2	0	9	E	\$60.00
R	PPTX	003548		SULPHUR, MOLTEN	11/29/2018	11/30/2018		12/2/2018	12/7/2018			2	0	5	E	\$60.00
R	PPTX	003552		SULPHUR, MOLTEN	12/2/2018	12/3/2018		12/7/2018	12/12/2018			2	0	5	E	\$60.00
R	PPTX	003642		SULPHUR, MOLTEN	12/9/2018	12/9/2018		12/10/2018	12/21/2018			2	0	11	E	\$60.00
R	PPTX	003643		SULPHUR, MOLTEN	12/9/2018	12/9/2018		12/10/2018	12/21/2018			2	0	11	E	\$60.00
R	SHPX	201960		CRS,RWY FRT,NN	12/8/2018	12/8/2018		12/10/2018	12/21/2018			2	0	10	E	\$60.00
R	SHPX	201978		CRS,RWY FRT,NN	12/11/2018	12/11/2018		12/19/2018	12/28/2018			2	0	6	E	\$60.00
R	SHPX	202571		CRS,RWY FRT,NN	11/15/2018	11/15/2018		12/2/2018	12/7/2018			2	0	5	E	\$60.00
R	SHPX	450232		CRS,RWY FRT,NN	11/21/2018	11/21/2018		12/2/2018	12/7/2018			2	0	5	E	\$60.00
R	SHQX	008073		SULPHUR, MOLTEN	11/18/2018	11/18/2018		12/2/2018	12/11/2018			2	0	9	E	\$60.00
R	SHQX	008084		SULPHUR, MOLTEN	11/18/2018	11/18/2018		12/2/2018	12/11/2018			2	0	9	E	\$60.00
R	SHQX	008092		SULPHUR, MOLTEN	11/27/2018	11/27/2018		12/2/2018	12/7/2018			2	0	5	E	\$60.00
R	SHQX	010995		CRS,RWY FRT,NN	12/13/2018	12/14/2018		12/14/2018	12/21/2018			2	0	7	E	\$60.00
R	SHQX	011060		CRS,RWY FRT,NN	12/10/2018	12/10/2018		12/14/2018	12/21/2018			2	0	7	E	\$60.00
R	SHQX	011062		CRS,RWY FRT,NN	12/13/2018	12/14/2018		12/14/2018	12/21/2018			2	0	7	E	\$60.00

R	SHQX	011122	CRS,RWY FRT,MOW	11/20/2018	11/20/2018	12/2/2018	12/11/2018			2	0	9	E	\$60.00
R	SHQX	011123	CRS,RWY FRT,MOW	11/20/2018	11/20/2018	12/2/2018	12/11/2018			2	0	9	E	\$60.00
R	SHQX	011124	CRS,RWY FRT,MOW	11/20/2018	11/20/2018	12/2/2018	12/11/2018			2	0	9	E	\$60.00
R	SHQX	011127	CRS,RWY FRT,MOW	11/22/2018	11/22/2018	12/2/2018	12/7/2018			2	0	5	E	\$60.00
R	SHQX	011129	CRS,RWY FRT,MOW	11/26/2018	11/26/2018	12/2/2018	12/7/2018			2	0	5	E	\$60.00
R	SHQX	011130	CRS,RWY FRT,MOW	11/26/2018	11/26/2018	12/2/2018	12/7/2018			2	0	5	E	\$60.00
R	SHQX	011132	CRS,RWY FRT,MOW	11/27/2018	11/27/2018	12/2/2018	12/7/2018			2	0	5	E	\$60.00
R	SHQX	011133	CRS,RWY FRT,MOW	11/27/2018	11/27/2018	12/2/2018	12/7/2018			2	0	5	E	\$60.00
R	SHQX	011134	CRS,RWY FRT,MOW	11/27/2018	11/27/2018	12/2/2018	12/7/2018			2	0	5	E	\$60.00
R	SHQX	011135	CRS,RWY FRT,MOW	12/2/2018	12/3/2018	12/7/2018	12/12/2018			2	0	5	E	\$60.00
R	SHQX	011136	CRS,RWY FRT,MOW	12/2/2018	12/3/2018	12/7/2018	12/12/2018			2	0	5	E	\$60.00
R	SHQX	011137	CRS,RWY FRT,MOW	12/2/2018	12/3/2018	12/7/2018	12/13/2018			2	0	6	E	\$60.00
R	SHQX	011138	CRS,RWY FRT,MOW	12/8/2018	12/8/2018	12/10/2018	12/13/2018			2	0	3	E	\$60.00
R	SHQX	011139	CRS,RWY FRT,MOW	12/8/2018	12/8/2018	12/10/2018	12/14/2018			2	0	3	E	\$60.00
R	SHQX	011140	CRS,RWY FRT,MOW	12/8/2018	12/8/2018	12/10/2018	12/14/2018			2	0	4	E	\$60.00
R	SHQX	011141	CRS,RWY FRT,MOW	12/8/2018	12/8/2018	12/10/2018	12/14/2018			2	0	4	E	\$60.00
R	SHQX	011142	CRS,RWY FRT,MOW	12/8/2018	12/8/2018	12/10/2018	12/14/2018			2	0	3	E	\$60.00
R	SHQX	011143	CRS,RWY FRT,MOW	12/8/2018	12/8/2018	12/10/2018	12/14/2018			2	0	3	E	\$60.00
R	SHQX	011144	CRS,RWY FRT,MOW	12/8/2018	12/8/2018	12/10/2018	12/14/2018			2	0	4	E	\$60.00
R	SHQX	011145	CRS,RWY FRT,MOW	12/8/2018	12/8/2018	12/10/2018	12/14/2018			2	0	4	E	\$60.00
R	SHQX	011146	CRS,RWY FRT,MOW	12/14/2018	12/14/2018	12/19/2018	12/28/2018			2	0	6	E	\$60.00
R	SHQX	011147	CRS,RWY FRT,MOW	12/8/2018	12/8/2018	12/10/2018	12/18/2018			2	0	8	E	\$60.00
R	SHQX	011148	CRS,RWY FRT,MOW	12/8/2018	12/8/2018	12/10/2018	12/19/2018			2	0	9	E	\$60.00
R	SHQX	011149	CRS,RWY FRT,MOW	12/8/2018	12/8/2018	12/10/2018	12/19/2018			2	0	9	E	\$60.00
R	SHQX	011150	CRS,RWY FRT,MOW	12/8/2018	12/8/2018	12/10/2018	12/14/2018			2	0	4	E	\$60.00
R	SHQX	011151	CRS,RWY FRT,MOW	12/8/2018	12/8/2018	12/10/2018	12/14/2018			2	0	4	E	\$60.00
R	SHQX	011152	CRS,RWY FRT,MOW	12/14/2018	12/14/2018	12/19/2018	12/21/2018			2	0	2	E	\$60.00
R	SHQX	071264	CRS,RWY FRT,NN	12/13/2018	12/13/2018	12/19/2018	12/28/2018			2	0	6	E	\$60.00
R	SHQX	071270	CRS,RWY FRT,NN	11/15/2018	11/15/2018	12/2/2018	12/7/2018	1/3/2019	1/4/2019	2	0	5	E	\$60.00
R	TCIX	006036	CLEANED TANK CR	12/13/2018	12/14/2018	12/14/2018	12/21/2018			2	0	7	E	\$60.00
R	TCIX	006274	SODIUM HYDROXID	11/20/2018	11/20/2018	12/2/2018	12/7/2018			2	0	5	E	\$60.00
R	TCLX	163010	SODIUM HYDROXID	12/2/2018	12/3/2018	12/7/2018	12/12/2018			2	0	5	E	\$60.00
R	TIMX	135028	SULPHUR, MOLTEN	11/29/2018	11/30/2018	12/2/2018	12/21/2018			2	0	18	E	\$60.00
R	UTLX	301467	CRS,RWY FRT,NN	12/6/2018	12/6/2018	12/7/2018	12/21/2018			2	0	13	E	\$60.00
R	UTLX	301614	CRS,RWY FRT,NN	12/6/2018	12/6/2018	12/7/2018	12/20/2018			2	0	13	E	\$60.00
R	WAGX	003021	SULPHUR, MOLTEN	12/11/2018	12/11/2018	12/13/2018	12/21/2018			2	0	7	E	\$60.00
R	WFRX	116247	CRS,RWY FRT,NN	12/10/2018	12/10/2018	12/14/2018	12/21/2018			2	0	7	E	\$60.00
R	WFRX	116251	CLEANED TANK CR	11/23/2018	11/23/2018	12/2/2018	12/7/2018			2	0	5	E	\$60.00

EXHIBIT 6

Norfolk Southern Corporation
Month Charges Accrued: January
Invoice Number: 7051194129

Billing Date: 2/20/2019
Customer Number: 1253840118

Station Number: 059364
Waybill Number: 901570

AMERICAN RAILCAR INDUSTRIES IN
ATTN STEVE WEST
100 CLARK ST
SAINT CHARLES, MO 63301-2075

Bill To: 1253840118

Private Car Storage

Total Monthly Charges \$154,080.00
\$154,080.00

Demurrage Details for Invoice Number: 7051194129

Billing Date:2/20/2019

Customer Number:1253840118

Station Number:059364

Waybill Number:901570

AMERICAN RAILCAR INDUSTRIES IN
ATTN STEVE WEST
100 CLARK ST
SAINT CHARLES, MO 63301-2075

Bill To:1253840118

Private Car Storage

BILL		CAR				CONSTR				SVC				L/E	RATE
TYPE	EQUIPMENT	TYPE	COMMODITY	ARRIVED	NOTIFIED	ORDERED	PLACED	PLACED	RELEASED	PULLED	CREDITS	CREDITS	DAYS		
R	ACFX 039445		CRS,RWY FRT,NN	11/26/2018	11/26/2018		12/2/2018	1/18/2019			2	3	43	E	\$60.00
R	ACFX 041467		00000	12/29/2018	12/29/2018		12/31/2018				2	1	2	E	\$60.00
R	ACFX 049929		PERLITE ROCK	1/15/2019	1/15/2019		1/16/2019	1/24/2019			-	0	8	E	\$60.00
R	ACFX 059518		00000	12/29/2018	12/29/2018		12/31/2018				2	1	2	E	\$60.00
R	ACFX 064885		CRS,RWY FRT,NN	11/26/2018	11/26/2018		12/2/2018	1/18/2019			2	2	43	E	\$60.00
R	ACFX 065283		CRS,RWY FRT,NN	11/26/2018	11/26/2018		12/2/2018	1/16/2019			2	2	41	E	\$60.00
R	ACFX 067426		CRS,RWY FRT,NN	11/26/2018	11/26/2018		12/2/2018	1/18/2019			2	1	43	E	\$60.00
R	ACFX 067556		CRS,RWY FRT,NN	11/26/2018	11/26/2018		12/2/2018	1/18/2019			2	1	43	E	\$60.00
R	ACFX 067569		CRS,RWY FRT,NN	11/26/2018	11/26/2018		12/2/2018	1/18/2019			2	1	43	E	\$60.00
R	ACFX 069624		CRS,RWY FRT,NN	11/26/2018	11/26/2018		12/2/2018	1/16/2019			2	1	41	E	\$60.00
R	ACFX 072917		CLEANED TANK CR	11/10/2018	11/10/2018		12/2/2018	1/31/2019			2	1	56	E	\$60.00
R	ACFX 072957		CLEANED TANK CR	1/10/2019	1/11/2019			1/15/2019			-	0	0	E	\$60.00
R	ACFX 072959		CLEANED TANK CR	1/5/2019	1/5/2019		1/7/2019	1/23/2019			-	0	16	E	\$60.00
R	ACFX 079209		CRS,RWY FRT,NN	11/10/2018	11/10/2018		12/2/2018	1/16/2019			2	0	41	E	\$60.00
R	ACFX 095406		CRS,RWY FRT,NN	12/6/2018	12/6/2018		12/7/2018	1/18/2019			2	0	38	E	\$60.00
R	GATX 030503		CRS,RWY FRT,NN	1/11/2019	1/12/2019			1/15/2019			-	0	0	E	\$60.00
R	GATX 030531		CRS,RWY FRT,NN	1/11/2019	1/12/2019			1/15/2019			-	0	0	E	\$60.00
R	GATX 030535		CRS,RWY FRT,NN	1/11/2019	1/12/2019			1/15/2019			-	0	0	E	\$60.00
R	GATX 030537		CRS,RWY FRT,NN	1/10/2019	1/11/2019			1/15/2019			-	0	0	E	\$60.00
R	GATX 030539		CRS,RWY FRT,NN	1/10/2019	1/11/2019			1/15/2019			-	0	0	E	\$60.00
R	GATX 064663		CRS,RWY FRT,NN	12/15/2018	12/15/2018		12/19/2018	1/10/2019			2	1	18	E	\$60.00
R	GATX 064683		CRS,RWY FRT,NN	1/21/2019	1/21/2019		1/23/2019	1/24/2019			-	0	1	E	\$60.00
R	GATX 065506		CRS,RWY FRT,NN	12/15/2018	12/15/2018		12/19/2018	1/10/2019			2	1	18	E	\$60.00
R	GPLX 077260		COVERED HOPPER	12/29/2018	12/29/2018		12/31/2018	1/10/2019			2	1	9	E	\$60.00
R	IARX 005704		CLEANED TANK CR	11/30/2018	11/30/2018		12/2/2018	1/18/2019			2	0	43	E	\$60.00
R	ICKX 015020		CRS,RWY FRT,NN	1/3/2019	1/3/2019		1/7/2019	1/10/2019			-	0	3	E	\$60.00
R	ICKX 015025		CRS,RWY FRT,NN	11/8/2018	11/8/2018		12/2/2018	1/31/2019			2	0	56	E	\$60.00
R	ICKX 015046		CRS,RWY FRT,NN	1/23/2019	1/23/2019		1/24/2019	1/25/2019			-	0	1	E	\$60.00
R	ICKX 015048		CRS,RWY FRT,NN	11/8/2018	11/8/2018		12/2/2018	1/31/2019			2	0	56	E	\$60.00

R	ICKX	015052	CRS,RWY FRT,NN	1/10/2019	1/10/2019		1/15/2019	-	0	0	E	\$60.00
R	ICKX	015055	CRS,RWY FRT,NN	12/17/2018	12/17/2018	12/19/2018	1/4/2019	2	0	11	E	\$60.00
R	ICKX	015057	CRS,RWY FRT,NN	1/15/2019	1/15/2019	1/18/2019	1/25/2019	-	0	7	E	\$60.00
R	ICKX	015094	CRS,RWY FRT,NN	1/17/2019	1/17/2019	1/18/2019	1/25/2019	-	0	7	E	\$60.00
R	ICKX	015139	CRS,RWY FRT,NN	1/17/2019	1/17/2019	1/18/2019	1/25/2019	-	0	7	E	\$60.00
R	ICKX	015164	CRS,RWY FRT,NN	1/10/2019	1/11/2019		1/15/2019	-	0	0	E	\$60.00
R	ICKX	015185	CRS,RWY FRT,NN	1/23/2019	1/23/2019	1/24/2019	1/25/2019	-	0	1	E	\$60.00
R	ITDX	004011	SULPHUR, MOLTEN	11/18/2018	11/18/2018	12/2/2018	1/8/2019	2	0	33	E	\$60.00
R	ITDX	005089	SULPHUR, MOLTEN	11/16/2018	11/16/2018	12/2/2018	1/4/2019	2	0	29	E	\$60.00
R	ITDX	006835	SULPHUR, MOLTEN	11/24/2018	11/24/2018	12/2/2018	1/18/2019	2	0	43	E	\$60.00
R	ITDX	006836	SULPHUR, MOLTEN	11/24/2018	11/24/2018	12/2/2018	1/18/2019	2	0	43	E	\$60.00
R	ITDX	006842	SULPHUR, MOLTEN	11/24/2018	11/24/2018	12/2/2018	1/18/2019	2	0	43	E	\$60.00
R	ITDX	006864	SULPHUR, MOLTEN	12/6/2018	12/6/2018	12/7/2018	1/8/2019	2	0	28	E	\$60.00
R	ITDX	006898	SULPHUR, MOLTEN	11/13/2018	11/13/2018	12/2/2018	1/4/2019	2	0	29	E	\$60.00
R	ITDX	006902	SULPHUR, MOLTEN	11/13/2018	11/13/2018	12/2/2018	1/4/2019	2	0	28	E	\$60.00
R	ITDX	006962	SULPHUR, MOLTEN	12/19/2018	12/19/2018	12/20/2018	1/3/2019	2	0	10	E	\$60.00
R	ITDX	007114	SULPHUR, MOLTEN	1/2/2019	1/2/2019	1/4/2019	1/15/2019	-	0	11	E	\$60.00
R	KMNX	071047	CRS,RWY FRT,NN	1/6/2019	1/7/2019	1/9/2019	1/15/2019	-	0	6	E	\$60.00
R	NAHX	480402	BAD ORDER CARS	12/6/2018	12/6/2018	12/7/2018	1/18/2019	2	0	38	E	\$60.00
R	PPTX	003411	SULPHUR, MOLTEN	11/5/2018	11/5/2018	12/2/2018	1/16/2019	2	0	41	E	\$60.00
R	PPTX	003468	SULPHUR, MOLTEN	12/17/2018	12/18/2018	12/19/2018	1/10/2019	2	0	18	E	\$60.00
R	PPTX	003498	SULPHUR, MOLTEN	1/15/2019	1/15/2019	1/16/2019	1/24/2019	-	0	8	E	\$60.00
R	PPTX	003503	SULPHUR, MOLTEN	1/14/2019	1/14/2019		1/15/2019	-	0	0	E	\$60.00
R	PPTX	003545	SULPHUR, MOLTEN	11/18/2018	11/18/2018	12/2/2018	1/4/2019	2	0	29	E	\$60.00
R	PPTX	003577	SULPHUR, MOLTEN	12/10/2018	12/10/2018	12/13/2018	1/18/2019	2	0	32	E	\$60.00
R	PPTX	003588	SULPHUR, MOLTEN	11/14/2018	11/15/2018	12/2/2018	1/4/2019	2	0	29	E	\$60.00
R	PPTX	003590	SULPHUR, MOLTEN	1/14/2019	1/14/2019		1/15/2019	-	0	0	E	\$60.00
R	SHPX	042935	CRS,RWY FRT,NN				1/25/2019	-	0	0	E	\$60.00
R	SHPX	202013	CRS,RWY FRT,NN	1/15/2019	1/15/2019	1/16/2019	1/24/2019	-	0	8	E	\$60.00
R	SHPX	202121	CRS,RWY FRT,NN	1/15/2019	1/15/2019	1/16/2019	1/24/2019	-	0	8	E	\$60.00
R	SHPX	202552	CLEANED TANK CR	11/30/2018	11/30/2018	12/2/2018	1/18/2019	2	0	43	E	\$60.00
R	SHPX	202574	CRS,RWY FRT,NN	1/3/2019	1/3/2019	1/7/2019	1/10/2019	-	0	3	E	\$60.00
R	SHPX	202674	CRS,RWY FRT,NN	1/3/2019	1/3/2019	1/7/2019	1/10/2019	-	0	3	E	\$60.00
R	SHPX	454119	BAD ORDER CARS	1/23/2019	1/24/2019		1/25/2019	-	0	0	E	\$60.00
R	SHQX	006142	CRS,RWY FRT,NN	1/16/2019	1/16/2019	1/18/2019	1/24/2019	-	0	6	E	\$60.00
R	SHQX	006165	CRS,RWY FRT,NN	1/16/2019	1/16/2019	1/18/2019	1/24/2019	-	0	6	E	\$60.00
R	SHQX	008028	SULPHUR, MOLTEN	12/18/2018	12/18/2018	12/20/2018	1/4/2019	2	0	10	E	\$60.00
R	SHQX	008030	SULPHUR, MOLTEN	11/20/2018	11/20/2018	12/2/2018	1/21/2019	2	0	46	E	\$60.00
R	SHQX	008035	SULPHUR, MOLTEN	12/6/2018	12/6/2018	12/7/2018	1/8/2019	2	0	28	E	\$60.00
R	SHQX	008045	SULPHUR, MOLTEN	12/28/2018	12/30/2018	12/31/2018	1/10/2019	2	1	9	E	\$60.00
R	SHQX	008065	SULPHUR, MOLTEN	11/24/2018	11/24/2018	12/2/2018	1/18/2019	2	0	43	E	\$60.00
R	SHQX	008088	SULPHUR, MOLTEN	12/28/2018	12/30/2018	12/31/2018	1/10/2019	2	1	9	E	\$60.00
R	SHQX	010984	CRS,RWY FRT,NN	1/5/2019	1/5/2019	1/7/2019	1/24/2019	-	0	17	E	\$60.00

R	SHQX	010991	CRS,RWY FRT,NN	11/11/2018	11/11/2018	12/2/2018	1/16/2019	1/21/2019	1/22/2019	2	0	41	E	\$60.00
R	SHQX	010994	CRS,RWY FRT,NN	12/23/2018	12/23/2018	12/27/2018	1/10/2019	1/17/2019	1/18/2019	2	0	12	E	\$60.00
R	SHQX	010999	CRS,RWY FRT,NN	11/11/2018	11/11/2018	12/2/2018	1/30/2019			2	0	55	E	\$60.00
R	SHQX	011000	CRS,RWY FRT,NN	11/20/2018	11/20/2018	12/2/2018	1/21/2019	1/23/2019	1/24/2019	2	0	46	E	\$60.00
R	SHQX	011002	CRS,RWY FRT,NN	1/21/2019	1/21/2019	1/23/2019	1/24/2019			-	0	1	E	\$60.00
R	SHQX	011004	CRS,RWY FRT,NN	12/14/2018	12/14/2018	12/19/2018	1/8/2019	1/11/2019	1/15/2019	2	1	16	E	\$60.00
R	SHQX	011010	CRS,RWY FRT,NN	11/11/2018	11/11/2018	12/2/2018	1/30/2019			2	0	55	E	\$60.00
R	SHQX	011015	CRS,RWY FRT,NN	11/11/2018	11/11/2018	12/2/2018	1/16/2019	1/21/2019	1/22/2019	2	0	41	E	\$60.00
R	SHQX	011019	CRS,RWY FRT,NN	12/23/2018	12/23/2018	12/27/2018	1/10/2019	1/16/2019	1/18/2019	2	0	12	E	\$60.00
R	SHQX	011024	CRS,RWY FRT,NN	12/23/2018	12/23/2018	12/27/2018	1/10/2019	1/16/2019	1/18/2019	2	0	12	E	\$60.00
R	SHQX	011027	CRS,RWY FRT,NN	1/5/2019	1/5/2019	1/7/2019	1/24/2019			-	0	17	E	\$60.00
R	SHQX	011059	CRS,RWY FRT,NN	11/11/2018	11/11/2018	12/2/2018	1/16/2019	1/21/2019	1/22/2019	2	0	41	E	\$60.00
R	SHQX	011066	CRS,RWY FRT,NN	12/23/2018	12/23/2018	12/27/2018	1/10/2019	1/16/2019	1/18/2019	2	0	12	E	\$60.00
R	SHQX	011070	CRS,RWY FRT,NN	12/14/2018	12/14/2018	12/19/2018	1/8/2019	1/11/2019	1/15/2019	2	1	16	E	\$60.00
R	SHQX	011071	CRS,RWY FRT,NN	11/11/2018	11/11/2018	12/2/2018	1/30/2019			2	0	55	E	\$60.00
R	SHQX	011077	CRS,RWY FRT,NN	1/6/2019	1/7/2019	1/9/2019	1/15/2019	1/21/2019	1/22/2019	-	0	6	E	\$60.00
R	SHQX	011078	CRS,RWY FRT,NN	12/23/2018	12/23/2018	12/27/2018	1/10/2019	1/17/2019	1/18/2019	2	0	12	E	\$60.00
R	SHQX	011116	CRS,RWY FRT,MOW	11/13/2018	11/13/2018	12/2/2018	1/4/2019			2	0	28	E	\$60.00
R	SHQX	011118	CRS,RWY FRT,MOW	11/10/2018	11/10/2018	12/2/2018	1/31/2019			2	0	56	E	\$60.00
R	SHQX	011119	CRS,RWY FRT,MOW	11/10/2018	11/10/2018	12/2/2018	1/31/2019			2	0	56	E	\$60.00
R	SHQX	011126	CRS,RWY FRT,MOW	11/24/2018	11/24/2018	12/2/2018	1/18/2019			2	0	43	E	\$60.00
R	SHQX	011128	CRS,RWY FRT,MOW	11/24/2018	11/24/2018	12/2/2018	1/18/2019			2	0	43	E	\$60.00
R	SHQX	011131	CRS,RWY FRT,MOW	11/24/2018	11/24/2018	12/2/2018	1/18/2019			2	0	43	E	\$60.00
R	SHQX	011153	CRS,RWY FRT,MOW	12/13/2018	12/14/2018	12/14/2018	1/10/2019			2	1	23	E	\$60.00
R	SHQX	011154	CRS,RWY FRT,MOW	12/14/2018	12/14/2018	12/19/2018	1/8/2019			2	0	16	E	\$60.00
R	SHQX	011155	CRS,RWY FRT,MOW	12/14/2018	12/14/2018	12/19/2018	1/10/2019			2	0	18	E	\$60.00
R	SHQX	011156	CRS,RWY FRT,MOW	12/19/2018	12/19/2018	12/21/2018	1/4/2019			2	0	9	E	\$60.00
R	SHQX	011157	CRS,RWY FRT,MOW	12/19/2018	12/19/2018	12/21/2018	1/4/2019			2	0	9	E	\$60.00
R	SHQX	011158	CRS,RWY FRT,MOW	12/19/2018	12/19/2018	12/21/2018	1/4/2019			2	0	9	E	\$60.00
R	SHQX	011159	CRS,RWY FRT,MOW	12/19/2018	12/19/2018	12/21/2018	1/4/2019			2	0	9	E	\$60.00
R	SHQX	011160	CRS,RWY FRT,MOW	12/19/2018	12/19/2018	12/21/2018	1/3/2019			2	0	9	E	\$60.00
R	SHQX	011161	CRS,RWY FRT,MOW	12/22/2018	12/23/2018	12/24/2018	1/10/2019			2	1	14	E	\$60.00
R	SHQX	011162	CRS,RWY FRT,MOW	12/30/2018	12/30/2018	1/2/2019	1/10/2019			-	0	8	E	\$60.00
R	SHQX	011163	CRS,RWY FRT,MOW	12/30/2018	12/30/2018	1/2/2019	1/10/2019			-	0	8	E	\$60.00
R	SHQX	011164	CRS,RWY FRT,MOW	12/30/2018	12/30/2018	1/2/2019	1/10/2019			-	0	8	E	\$60.00
R	SHQX	011165	CRS,RWY FRT,MOW	12/30/2018	12/30/2018	1/2/2019	1/10/2019			-	0	8	E	\$60.00
R	SHQX	011166	CRS,RWY FRT,MOW	1/19/2019	1/20/2019		1/21/2019			-	0	0	E	\$60.00
R	SHQX	071281	CRS,RWY FRT,NN	11/8/2018	11/8/2018	12/2/2018	1/30/2019			2	0	55	E	\$60.00
R	SHQX	071293	CRS,RWY FRT,NN	11/29/2018	11/29/2018	12/2/2018	1/18/2019			2	0	43	E	\$60.00
R	SHQX	071296	CRS,RWY FRT,NN	11/8/2018	11/8/2018	12/2/2018	1/30/2019			2	0	55	E	\$60.00
R	SHQX	071353	CRS,RWY FRT,NN	11/29/2018	11/29/2018	12/2/2018	1/18/2019			2	0	43	E	\$60.00
R	SHQX	071369	CRS,RWY FRT,NN	12/6/2018	12/6/2018	12/7/2018	1/18/2019			2	0	38	E	\$60.00
R	TCIX	175175	CLEANED TANK CR	11/24/2018	11/24/2018	12/2/2018	1/21/2019			2	0	46	E	\$60.00

R	UTLX	300453	CRS,RWY FRT,NN	1/19/2019	1/19/2019		1/21/2019	-	0	0	E	\$60.00
R	UTLX	300940	CRS,RWY FRT,NN	11/8/2018	11/8/2018	12/2/2018	1/30/2019	2	0	55	E	\$60.00
R	UTLX	301605	CRS,RWY FRT,NN	1/24/2019	1/24/2019		1/25/2019	-	0	0	E	\$60.00
R	UTLX	301710	CRS,RWY FRT,NN	1/17/2019	1/17/2019	1/18/2019	1/25/2019	-	0	7	E	\$60.00
R	WFRX	116364	CLEANED TANK CR	12/6/2018	12/6/2018	12/7/2018	1/18/2019	2	0	38	E	\$60.00
R	WFRX	116446	CRS,RWY FRT,NN	1/24/2019	1/24/2019		1/25/2019	-	0	0	E	\$60.00
R	WFRX	116478	CLEANED TANK CR	11/12/2018	11/12/2018	12/2/2018	1/4/2019	2	0	28	E	\$60.00
R	WFRX	877350	COVERED HOPPER	11/26/2018	11/26/2018	12/2/2018	1/16/2019	2	0	41	E	\$60.00

In Out	No. Cars Released	Credit Days	Service Credits	Car Days	Chargeable Days	Daily Rate	Amount Due
I	123	160	23	2751	2568	\$60.00	\$154,080.00

Summary Total - Private Car Storage \$154,080.00

EXHIBIT 7

Norfolk Southern Corporation
Month Charges Accrued: February
Invoice Number: 7071213147

Billing Date: 3/12/2019
Customer Number: 1253840118

Station Number: 059364
Waybill Number: 901550

AMERICAN RAILCAR INDUSTRIES IN
ATTN STEVE WEST
100 CLARK ST
SAINT CHARLES, MO 63301-2075

Bill To: 1253840118

Private Car Storage

Total Monthly Charges \$157,980.00
\$157,980.00

Demurrage Details for Invoice Number: 7071213147

Billing Date: 3/12/2019 Station Number: 059364
Customer Number: 1253840118 Waybill Number: 901550

AMERICAN RAILCAR INDUSTRIES IN Bill To: 1253840118
ATTN STEVE WEST
100 CLARK ST
SAINT CHARLES, MO 63301-2075

Private Car Storage

BILL		CAR						CONSTR		SVC					
TYPE	EQUIPMENT	TYPE	COMMODITY	ARRIVED	NOTIFIED	ORDERED	PLACED	PLACED	RELEASED	PULLED	CREDITS	CREDITS	DAYS	L/E	RATE
R	ACFX 041653		CRS,RWY FRT,NN	2/21/2019	2/21/2019		2/22/2019	2/27/2019			-	0	5	E	\$60.00
R	ACFX 041666		CRS,RWY FRT,NN	2/21/2019	2/21/2019		2/22/2019	2/28/2019			-	0	6	E	\$60.00
R	ACFX 041667		CRS,RWY FRT,NN	2/21/2019	2/21/2019		2/22/2019	2/27/2019			-	0	5	E	\$60.00
R	ACFX 041669		CRS,RWY FRT,NN	2/21/2019	2/21/2019		2/22/2019	2/27/2019			-	0	5	E	\$60.00
R	ACFX 059049		PEANUTS SHELL	2/13/2019	2/13/2019			2/14/2019			-	0	0	E	\$60.00
R	ACFX 071942		CRS,RWY FRT,NN	2/6/2019	2/12/2019		2/13/2019	2/14/2019			-	0	1	E	\$60.00
R	ACFX 072627		CRS,RWY FRT,NN	2/9/2019	2/9/2019		2/11/2019	2/15/2019			-	0	4	E	\$60.00
R	ACFX 072923		CRS,RWY FRT,NN	2/9/2019	2/9/2019		2/11/2019	2/15/2019			-	0	4	E	\$60.00
R	ACFX 072926		CRS,RWY FRT,NN	2/9/2019	2/9/2019		2/11/2019	2/15/2019			-	0	4	E	\$60.00
R	ACFX 072927		CRS,RWY FRT,NN	2/11/2019	2/11/2019		2/14/2019	2/15/2019			-	0	1	E	\$60.00
R	ACFX 072941		CRS,RWY FRT,NN	11/7/2018	11/7/2018		12/2/2018	2/6/2019			2	1	62	E	\$60.00
R	ACFX 072958		CRS,RWY FRT,NN	1/31/2019	1/31/2019		2/4/2019	2/13/2019			-	0	9	E	\$60.00
R	ACFX 072963		CRS,RWY FRT,NN	11/7/2018	11/7/2018		12/2/2018	2/7/2019			2	1	63	E	\$60.00
R	ACFX 072966		CRS,RWY FRT,NN	11/7/2018	11/7/2018		12/2/2018	2/7/2019			2	1	63	E	\$60.00
R	ACFX 072968		CLEANED TANK CR	1/27/2019	1/27/2019		1/29/2019	2/13/2019			-	0	15	E	\$60.00
R	GATX 030507		CRS,RWY FRT,NN	1/25/2019	1/25/2019		1/28/2019	2/13/2019			-	0	16	E	\$60.00
R	GATX 030511		CRS,RWY FRT,NN	2/3/2019	2/3/2019		2/5/2019	2/8/2019			-	0	3	E	\$60.00
R	GATX 030521		CRS,RWY FRT,NN	1/26/2019	1/27/2019		1/28/2019	2/12/2019			-	0	15	E	\$60.00
R	GATX 064808		KAOLIN&WATER MX	2/15/2019	2/15/2019		2/15/2019	2/19/2019			-	0	3	E	\$60.00
R	GATX 064863		CRS,RWY FRT,NN	11/6/2018	11/6/2018		12/2/2018	2/22/2019			2	0	77	E	\$60.00
R	GATX 064889		CLEANED TANK CR	11/3/2018	11/3/2018		12/2/2018	2/22/2019			2	0	77	E	\$60.00
R	GATX 065334		CRS,RWY FRT,NN	2/3/2019	2/3/2019		2/5/2019	2/8/2019			-	0	3	E	\$60.00
R	GATX 065335		CRS,RWY FRT,NN	1/25/2019	1/26/2019		1/28/2019	2/13/2019			-	0	16	E	\$60.00
R	GATX 065348		CRS,RWY FRT,NN	2/3/2019	2/3/2019		2/5/2019	2/8/2019			-	0	3	E	\$60.00
R	ICKX 015004		CRS,RWY FRT,NN	2/7/2019	2/7/2019			2/8/2019			-	0	0	E	\$60.00
R	ICKX 015007		CRS,RWY FRT,NN	2/20/2019	2/20/2019		2/21/2019	2/28/2019			-	0	7	E	\$60.00
R	ICKX 015042		CRS,RWY FRT,NN	2/4/2019	2/4/2019		2/5/2019	2/8/2019			-	0	3	E	\$60.00
R	ICKX 015134		CRS,RWY FRT,NN	2/15/2019	2/15/2019			2/15/2019			-	0	0	E	\$60.00
R	ICKX 015136		CRS,RWY FRT,NN	2/15/2019	2/15/2019			2/15/2019			-	0	0	E	\$60.00

R	ICKX	015137	CRS,RWY FRT,NN	1/31/2019	1/31/2019	2/4/2019	2/13/2019	-	0	9	E	\$60.00
R	ICKX	015140	CRS,RWY FRT,NN	1/31/2019	1/31/2019	2/4/2019	2/13/2019	-	0	9	E	\$60.00
R	ICKX	015154	CRS,RWY FRT,NN	2/1/2019	2/1/2019	2/4/2019	2/14/2019	-	0	10	E	\$60.00
R	ICKX	015157	CRS,RWY FRT,NN	2/7/2019	2/7/2019		2/8/2019	-	0	0	E	\$60.00
R	ICKX	015158	CRS,RWY FRT,NN	2/6/2019	2/6/2019		2/8/2019	-	0	0	E	\$60.00
R	ICKX	015166	CRS,RWY FRT,NN	2/15/2019	2/15/2019		2/15/2019	-	0	0	E	\$60.00
R	ICKX	015170	CRS,RWY FRT,NN	2/15/2019	2/15/2019		2/15/2019	-	0	0	E	\$60.00
R	ICKX	015172	CRS,RWY FRT,NN	2/7/2019	2/7/2019		2/8/2019	-	0	0	E	\$60.00
R	ICKX	015181	CRS,RWY FRT,NN	2/20/2019	2/20/2019	2/21/2019	2/28/2019	-	0	7	E	\$60.00
R	ICKX	015184	CRS,RWY FRT,NN	2/1/2019	2/1/2019	2/4/2019	2/8/2019	-	0	4	E	\$60.00
R	ICKX	015187	CRS,RWY FRT,NN	2/1/2019	2/1/2019	2/4/2019	2/8/2019	-	0	4	E	\$60.00
R	ICKX	015191	CRS,RWY FRT,NN	2/21/2019	2/21/2019	2/22/2019	2/28/2019	-	0	6	E	\$60.00
R	ICKX	015193	CRS,RWY FRT,NN	1/31/2019	1/31/2019	2/4/2019	2/13/2019	-	0	9	E	\$60.00
R	ITDX	004005	SULPHUR, MOLTEN	11/6/2018	11/6/2018	12/2/2018	2/22/2019	2	0	77	E	\$60.00
R	ITDX	006808	SULPHUR, MOLTEN	11/3/2018	11/3/2018	12/2/2018	2/8/2019	2	0	64	E	\$60.00
R	ITDX	006832	SULPHUR, MOLTEN	11/8/2018	11/9/2018	12/2/2018	2/1/2019	2	0	57	E	\$60.00
R	ITDX	006845	SULPHUR, MOLTEN	11/3/2018	11/3/2018	12/2/2018	2/8/2019	2	0	64	E	\$60.00
R	ITDX	006974	SULPHUR, MOLTEN	11/3/2018	11/3/2018	12/2/2018	2/8/2019	2	0	64	E	\$60.00
R	KMNX	071004	CRS,RWY FRT,NN	1/26/2019	1/27/2019	1/28/2019	2/13/2019	-	0	16	E	\$60.00
R	PPTX	003211	CRS,RWY FRT,NN	2/3/2019	2/3/2019	2/5/2019	2/14/2019	-	0	9	E	\$60.00
R	PPTX	003223	SULPHUR, MOLTEN	11/5/2018	11/5/2018	12/2/2018	2/22/2019	2	0	77	E	\$60.00
R	PPTX	003248	SULPHUR, MOLTEN	11/6/2018	11/6/2018	12/2/2018	2/22/2019	2	0	77	E	\$60.00
R	PPTX	003415	SULPHUR, MOLTEN	11/2/2018	11/2/2018	12/2/2018	2/1/2019	2	0	57	E	\$60.00
R	PPTX	003441	SULPHUR, MOLTEN	11/2/2018	11/2/2018	12/2/2018	2/1/2019	2	0	57	E	\$60.00
R	PPTX	003523	SULPHUR, MOLTEN	2/22/2019	2/22/2019	2/22/2019	2/28/2019	-	0	6	E	\$60.00
R	PPTX	003671	SULPHUR, MOLTEN	2/19/2019	2/20/2019	2/21/2019	2/27/2019	-	0	6	E	\$60.00
R	RGCX	004934	KAOLIN&WATER MX	2/15/2019	2/15/2019	2/15/2019	2/20/2019	-	0	4	E	\$60.00
R	RGCX	004977	CLEANED TANK CR	1/25/2019	1/26/2019	1/28/2019	2/13/2019	-	0	16	E	\$60.00
R	SHPX	200965	CRS,RWY FRT,NN	11/1/2018	11/1/2018	12/2/2018	2/22/2019	2	0	77	E	\$60.00
R	SHPX	200987	KAOLIN PROCESD	2/17/2019	2/17/2019	2/19/2019	2/21/2019	-	0	2	E	\$60.00
R	SHPX	201831	CRS,RWY FRT,NN	2/15/2019	2/15/2019	2/19/2019	2/21/2019	-	0	2	E	\$60.00
R	SHPX	201864	CRS,RWY FRT,NN	2/15/2019	2/15/2019	2/19/2019	2/20/2019	-	0	1	E	\$60.00
R	SHPX	201972	CRS,RWY FRT,NN	2/15/2019	2/15/2019	2/19/2019	2/20/2019	-	0	1	E	\$60.00
R	SHPX	201976	CRS,RWY FRT,NN	2/9/2019	2/9/2019	2/11/2019	2/14/2019	-	0	3	E	\$60.00
R	SHPX	201992	CRS,RWY FRT,NN	2/15/2019	2/15/2019	2/19/2019	2/21/2019	-	0	2	E	\$60.00
R	SHPX	202040	CRS,RWY FRT,NN	1/27/2019	1/27/2019	1/29/2019	2/13/2019	-	0	15	E	\$60.00
R	SHPX	202105	CRS,RWY FRT,NN	2/9/2019	2/9/2019	2/11/2019	2/14/2019	-	0	3	E	\$60.00
R	SHPX	202119	CRS,RWY FRT,NN	1/26/2019	1/27/2019	1/28/2019	2/13/2019	-	0	16	E	\$60.00
R	SHPX	203087	CRS,RWY FRT,NN	2/21/2019	2/21/2019	2/22/2019	2/28/2019	-	0	6	E	\$60.00
R	SHPX	450287	CRS,RWY FRT,NN	2/17/2019	2/17/2019	2/19/2019	2/22/2019	-	0	3	E	\$60.00
R	SHQX	008060	SULPHUR, MOLTEN	11/5/2018	11/5/2018	12/2/2018	2/22/2019	2	0	77	E	\$60.00
R	SHQX	008087	SULPHUR, MOLTEN	11/8/2018	11/9/2018	12/2/2018	2/1/2019	2	0	57	E	\$60.00
R	SHQX	008094	SULPHUR, MOLTEN	11/3/2018	11/3/2018	12/2/2018	2/1/2019	2	0	57	E	\$60.00

R	SHQX	010985	CRS,RWY FRT,NN	11/3/2018	11/3/2018	12/2/2018	2/22/2019		3/1/2019	2	0	77	E	\$60.00
R	SHQX	010989	CRS,RWY FRT,NN	1/17/2019	1/18/2019	1/18/2019	2/12/2019	2/14/2019	2/15/2019	-	0	25	E	\$60.00
R	SHQX	010990	CRS,RWY FRT,NN	1/17/2019	1/18/2019	1/18/2019	2/12/2019	2/14/2019	2/15/2019	-	0	25	E	\$60.00
R	SHQX	011001	CRS,RWY FRT,NN	2/10/2019	2/10/2019	2/12/2019	2/15/2019		2/21/2019	-	0	3	E	\$60.00
R	SHQX	011017	CRS,RWY FRT,NN	11/3/2018	11/3/2018	12/2/2018	2/22/2019		3/1/2019	2	0	77	E	\$60.00
R	SHQX	011023	CRS,RWY FRT,NN	2/10/2019	2/10/2019	2/12/2019	2/15/2019		2/21/2019	-	0	3	E	\$60.00
R	SHQX	011052	CRS,RWY FRT,NN	2/20/2019	2/20/2019	2/21/2019	2/27/2019			-	0	6	E	\$60.00
R	SHQX	011056	CRS,RWY FRT,NN	11/3/2018	11/3/2018	12/2/2018	2/22/2019		3/1/2019	2	0	77	E	\$60.00
R	SHQX	011104	CRS,RWY FRT,MOW	11/5/2018	11/5/2018	12/2/2018	2/22/2019			2	0	77	E	\$60.00
R	SHQX	011105	CRS,RWY FRT,MOW	11/8/2018	11/9/2018	12/2/2018	2/5/2019			2	0	61	E	\$60.00
R	SHQX	011111	CRS,RWY FRT,MOW	11/5/2018	11/5/2018	12/2/2018	2/22/2019			2	0	77	E	\$60.00
R	SHQX	011112	CRS,RWY FRT,MOW	11/5/2018	11/5/2018	12/2/2018	2/22/2019			2	0	77	E	\$60.00
R	SHQX	011114	CRS,RWY FRT,MOW	11/8/2018	11/9/2018	12/2/2018	2/5/2019			2	0	61	E	\$60.00
R	SHQX	011115	CRS,RWY FRT,MOW	11/8/2018	11/9/2018	12/2/2018	2/6/2019			2	0	62	E	\$60.00
R	SHQX	011117	CRS,RWY FRT,MOW	11/8/2018	11/9/2018	12/2/2018	2/6/2019			2	0	62	E	\$60.00
R	SHQX	011120	CRS,RWY FRT,MOW	11/10/2018	11/10/2018	12/2/2018	2/1/2019			2	0	57	E	\$60.00
R	SHQX	011121	CRS,RWY FRT,MOW	11/10/2018	11/10/2018	12/2/2018	2/1/2019			2	0	57	E	\$60.00
R	SHQX	011167	CRS,RWY FRT,MOW	1/26/2019	1/27/2019	1/28/2019	2/13/2019			-	0	16	E	\$60.00
R	SHQX	071272	CRS,RWY FRT,NN	2/21/2019	2/21/2019	2/22/2019	2/28/2019			-	0	6	E	\$60.00
R	SHQX	071277	CRS,RWY FRT,NN	11/2/2018	11/2/2018	12/2/2018	2/1/2019	2/12/2019	2/13/2019	2	0	57	E	\$60.00
R	TCIX	005095	SULPHUR, MOLTEN	12/25/2018	12/25/2018	12/27/2018	2/14/2019			2	0	47	E	\$60.00
R	TCIX	006239	SODIUM HYDROXID	11/3/2018	11/3/2018	12/2/2018	2/8/2019			2	0	64	E	\$60.00
R	TCIX	175088	0000000	11/24/2018	11/24/2018	12/2/2018	1/21/2019			2	0	46	E	\$60.00
R	UTLX	301557	CRS,RWY FRT,NN	2/12/2019	2/12/2019		2/15/2019			-	0	0	E	\$60.00
R	UTLX	301743	CRS,RWY FRT,NN	2/21/2019	2/21/2019	2/22/2019	2/28/2019			-	0	6	E	\$60.00
R	WFRX	116293	CRS,RWY FRT,NN	2/14/2019	2/14/2019	2/19/2019	2/21/2019			-	0	2	E	\$60.00
R	WFRX	116313	CLEANED TANK CR	11/6/2018	11/6/2018	12/2/2018	2/22/2019			2	0	77	E	\$60.00

In Out	No. Cars Released	Credit Days	Service Credits	Car Days	Chargeable Days	Daily Rate	Amount Due
I	99	70	3	2706	2633	\$60.00	\$157,980.00

Summary Total - Private Car Storage \$157,980.00

EXHIBIT 8

Norfolk Southern Corporation
Month Charges Accrued: March
Invoice Number: 7100176006

Billing Date: 4/10/2019
Customer Number: 1253840118

Station Number: 059364
Waybill Number: 901572

AMERICAN RAILCAR INDUSTRIES IN
ATTN STEVE WEST
100 CLARK ST
SAINT CHARLES, MO 63301-2075

Bill To: 1253840118

Private Car Storage

Total Monthly Charges \$11,340.00
\$11,340.00

Demurrage Details for Invoice Number: 7100176006

Billing Date:

4/10/2019

Customer Number:

1253840118

Station Number:

059364

Waybill Number:

901572

AMERICAN RAILCAR INDUSTRIES IN
ATTN STEVE WEST
100 CLARK ST
SAINT CHARLES, MO 63301-2075

Bill To: 1253840118

Private Car Storage

BILL			CAR		CONSTR					SVC						
TYPE	EQUIPMENT		TYPE	COMMODITY	ARRIVED	NOTIFIED	ORDERED	PLACED	PLACED	RELEASED	PULLED	CREDITS	CREDITS	DAYS	L/E	RATE
R	ACFX	073020		CRS,RWY FRT,NN	3/1/2019	3/1/2019			3/1/2019			-	0	0	E	\$60.00
R	ACFX	075152		KAOLIN&WATER MX	3/16/2019	3/16/2019		3/18/2019	3/19/2019			-	0	1	E	\$60.00
R	GATX	030530		CRS,RWY FRT,NN	3/17/2019	3/17/2019			3/19/2019			-	0	0	E	\$60.00
R	GATX	065091		KAOLIN&WATER MX	2/27/2019	2/28/2019			3/1/2019			-	0	0	E	\$60.00
R	GATX	065320		CRS,RWY FRT,NN	2/22/2019	2/23/2019		2/25/2019	3/1/2019			-	0	4	E	\$60.00
R	GATX	065322		CRS,RWY FRT,NN	3/15/2019	3/15/2019			3/15/2019			-	0	0	E	\$60.00
R	GATX	065498		CRS,RWY FRT,NN	2/22/2019	2/23/2019		2/25/2019	3/1/2019			-	0	4	E	\$60.00
R	IARX	034580		CRS,RWY FRT,NN	3/15/2019	3/15/2019			3/15/2019			-	0	0	E	\$60.00
R	ICKX	015037		CRS,RWY FRT,NN	3/8/2019	3/8/2019		3/11/2019	3/12/2019			-	0	1	E	\$60.00
R	ICKX	015088		CRS,RWY FRT,NN	3/8/2019	3/8/2019		3/11/2019	3/12/2019			-	0	1	E	\$60.00
R	ICKX	015141		CRS,RWY FRT,NN	2/21/2019	2/21/2019		2/22/2019	3/1/2019			-	0	7	E	\$60.00
R	ICKX	015155		CRS,RWY FRT,NN	3/8/2019	3/8/2019		3/11/2019	3/12/2019			-	0	1	E	\$60.00
R	ICKX	015180		CRS,RWY FRT,NN	2/21/2019	2/21/2019		2/22/2019	3/1/2019			-	0	7	E	\$60.00
R	ICKX	015182		CRS,RWY FRT,NN	2/21/2019	2/21/2019		2/22/2019	3/1/2019			-	0	7	E	\$60.00
R	ICKX	015202		CRS,RWY FRT,NN	2/21/2019	2/21/2019		2/25/2019	3/1/2019			-	0	4	E	\$60.00
R	PPTX	003429		SULPHUR, MOLTEN	3/9/2019	3/10/2019		3/11/2019	3/12/2019			-	0	1	E	\$60.00
R	PPTX	003445		SULPHUR, MOLTEN	3/11/2019	3/11/2019			3/12/2019			-	0	0	E	\$60.00
R	PPTX	003449		SULPHUR, MOLTEN	3/1/2019	3/1/2019			3/1/2019			-	0	0	E	\$60.00
R	PPTX	003454		SULPHUR, MOLTEN	3/12/2019	3/12/2019			3/13/2019			-	0	0	E	\$60.00
R	PPTX	003499		SULPHUR, MOLTEN	2/24/2019	2/24/2019		2/25/2019	3/1/2019			-	0	4	E	\$60.00
R	PPTX	003535		SULPHUR, MOLTEN	3/15/2019	3/15/2019			3/15/2019			-	0	0	E	\$60.00
R	PPTX	003536		SULPHUR, MOLTEN	3/21/2019	3/22/2019			3/22/2019			-	0	0	E	\$60.00
R	PPTX	003582		SULPHUR, MOLTEN	3/11/2019	3/11/2019			3/12/2019			-	0	0	E	\$60.00
R	PPTX	003595		SULPHUR, MOLTEN	3/12/2019	3/12/2019			3/13/2019			-	0	0	E	\$60.00
R	PPTX	003605		SULPHUR, MOLTEN	3/1/2019	3/1/2019			3/1/2019			-	0	0	E	\$60.00
R	PPTX	003653		SULPHUR, MOLTEN	2/26/2019	2/26/2019		2/27/2019	3/1/2019			-	0	2	E	\$60.00
R	PPTX	003657		SULPHUR, MOLTEN	3/16/2019	3/16/2019		3/18/2019	3/19/2019			-	0	1	E	\$60.00
R	SHPX	043307		CRS,RWY FRT,NN	3/7/2019	3/7/2019			3/8/2019			-	0	0	E	\$60.00
R	SHPX	201866		CRS,RWY FRT,NN	2/24/2019	2/24/2019		2/25/2019	3/1/2019			-	0	4	E	\$60.00

R	SHPX	201974	CRS,RWY FRT,NN	3/24/2019	3/24/2019		3/26/2019	-	0	0	E	\$60.00		
R	SHPX	201989	CRS,RWY FRT,NN	2/22/2019	2/22/2019	2/25/2019	3/1/2019	-	0	4	E	\$60.00		
R	SHPX	202016	CRS,RWY FRT,NN	3/5/2019	3/5/2019		3/6/2019	-	0	0	E	\$60.00		
R	SHPX	202586	KAOLIN&WATER MX	3/14/2019	3/14/2019		3/15/2019	-	0	0	E	\$60.00		
R	SHPX	202635	CRS,RWY FRT,NN	3/18/2019	3/18/2019		3/19/2019	-	0	0	E	\$60.00		
R	SHPX	202651	KAOLIN&WATER MX	3/16/2019	3/16/2019	3/18/2019	3/19/2019	-	0	1	E	\$60.00		
R	SHPX	202668	KAOLIN&WATER MX	3/14/2019	3/14/2019		3/15/2019	-	0	0	E	\$60.00		
R	SHPX	203184	KAOLIN&WATER MX	3/28/2019	3/28/2019		3/29/2019	-	0	0	E	\$60.00		
R	SHPX	204435	CRS,RWY FRT,NN	2/22/2019	2/22/2019	2/25/2019	3/1/2019	-	0	4	E	\$60.00		
R	SHPX	209553	CLEANED TANK CR	3/16/2019	3/16/2019	3/18/2019	3/19/2019	-	0	1	E	\$60.00		
R	SHPX	210250	SULPHUR, MOLTEN	3/9/2019	3/9/2019	3/18/2019	3/19/2019	-	0	1	E	\$60.00		
R	SHQX	011125	CRS,RWY FRT,MOW	3/7/2019	3/7/2019		3/8/2019	-	0	0	E	\$60.00		
R	SHQX	011168	CRS,RWY FRT,MOW	3/8/2019	3/8/2019	3/11/2019	3/12/2019	-	0	1	E	\$60.00		
R	SHQX	071287	CRS,RWY FRT,NN	2/27/2019	2/27/2019	2/28/2019	3/1/2019	3/20/2019	3/21/2019	-	0	1	E	\$60.00
R	TILX	135018	SULPHUR, MOLTEN	8/12/2018	8/12/2018	10/17/2018	3/1/2019			2	0	128	E	\$60.00
R	TILX	150439	CRS,RWY FRT,NN	3/19/2019	3/19/2019		3/21/2019	-	0	0	E	\$60.00		
R	TILX	150455	CRS,RWY FRT,NN	3/12/2019	3/12/2019		3/13/2019	-	0	0	E	\$60.00		
R	TILX	150459	CRS,RWY FRT,NN	3/12/2019	3/12/2019		3/13/2019	-	0	0	E	\$60.00		
R	UTLX	301700	CRS,RWY FRT,NN	3/8/2019	3/8/2019	3/11/2019	3/12/2019	-	0	1	E	\$60.00		
R	WFRX	116447	CRS,RWY FRT,NN				3/22/2019	4/4/2019	4/5/2019	-	0	0	E	\$60.00

In Out	No. Cars Released	Credit Days	Service Credits	Car Days	Chargeable Days	Daily Rate	Amount Due
I	49	2	0	191	189	\$60.00	\$11,340.00

Summary Total - Private Car Storage \$11,340.00

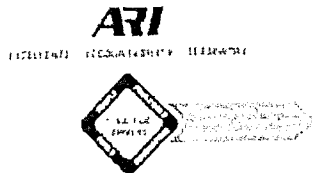
EXHIBIT 9

Thompson, BJ

From: Thompson, BJ
Sent: Wednesday, October 17, 2018 11:47 AM
To: 'Collier, Andrea'
Cc: TN OSS GA Managers; Juhasz, Daniel N; Brooks, Khadeen O.
Subject: RE: [EXTERNAL] RE: RE: RE: RE: RE: RE: American Railcars (T50) - pipeline

Pulling the oldest cars first has not been the trend.

BJ Thompson
Plant Manager
ARI Railcar Services Tennille
Office (478)552-0370 ext 2201
Mobile (478)232-5467



From: Collier, Andrea <Andrea.Collier@nscorp.com>
Sent: Wednesday, October 17, 2018 11:18 AM
To: Thompson, BJ <BThompson@americanrailcar.com>
Cc: TN OSS GA Managers <tnossgamanagers@nscorp.com>; Juhasz, Daniel N <daniel.juhasz@nscorp.com>; Brooks, Khadeen O. <Khadeen.Brooks2@nscorp.com>
Subject: [EXTERNAL] RE: RE: RE: RE: RE: RE: RE: American Railcars (T50) - pipeline

BJ,

The crews should be spotting the oldest cars in the yard. I will remind the Trainmasters to reiterate this to them.

Also, can you let us know on Thursday how many cars you will need on Friday? We will work with the crew to ensure the cars you have requested are switched and ready for delivery.

I will follow up with you again on Monday 10/22 to discuss the pipeline.

Andrea

From: Thompson, BJ [<mailto:BThompson@americanrailcar.com>]
Sent: Wednesday, October 17, 2018 11:02 AM
To: Collier, Andrea <Andrea.Collier@nscorp.com>
Cc: TN OSS GA Managers <tnossgamanagers@nscorp.com>; Juhasz, Daniel N <daniel.juhasz@nscorp.com>; Brooks, Khadeen O. <Khadeen.Brooks2@nscorp.com>
Subject: [EXTERNAL] RE: [EXTERNAL] RE: RE: RE: RE: RE: American Railcars (T50) - pipeline

Also will your crew be pulling the oldest cars first. We have no control over which cars you pull in shop. As I stated on our call, We have worked this back log down from 89 to 65 with us accepting another 30 this Friday and close to that number next Friday. I understand the issue but we have worked with you and will be very close to your limit of 30 cars this week. I would hate to ruin a good relationship over a couple of cars that may or may not show up.

Thanks

BJ Thompson
Plant Manager
ARI Railcar Services Tennille
Office (478)552-0370 ext 2201
Mobile (478)232-5467



EXHIBIT 10

From: Thompson, BJ <BThompson@americanrailcar.com>
Sent: Friday, March 01, 2019 1:23 PM
To: French, Courtney R.; Bowers, Vic
Cc: Juhasz, Daniel N; Powers, Patrice
Subject: RE: [EXTERNAL] RE: Details for your Norfolk Southern Railway invoices are now available. (Profile - ARI DEMURRAGE)

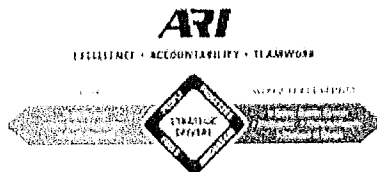
Follow Up Flag: Follow up
Due By: Monday, March 11, 2019 10:00 AM
Flag Status: Flagged

Courtney,

Could you please give us an update/outcome of the Transportation review based on the correspondence with Andrea Collier and its impact on these invoices and days accrued up to the date of your below email?

Thanks

BJ Thompson
Plant Manager
ARI Railcar Services Tennille
Office (478)552-0370 ext 2201
Mobile (478)232-5467



From: French, Courtney R. <Courtney.French@nscorp.com>
Sent: Thursday, February 21, 2019 1:35 PM
To: Thompson, BJ <BThompson@americanrailcar.com>; Bowers, Vic <VBowers@americanrailcar.com>
Cc: Juhasz, Daniel N <daniel.juhasz@nscorp.com>
Subject: [EXTERNAL] RE: Details for your Norfolk Southern Railway invoices are now available. (Profile - ARI DEMURRAGE)

BJ/Vic,

I have submitted the 3 demurrage bills for review based on the dispute of the oldest cars not being placed 1st. Normally, our crews do not work in this manner. We have never had a FIFO process when spotting cars. However, I have provided our Transportation group with the correspondence from Andrea Collier stating how the crews would spot cars. We will see what they say about these charges. going forward, I am letting American Railcar Industries know NS does not have a FIFO process. If a customer is open gate, our crews will place the cars easiest to access 1st. It will be American Railcar's responsibility to properly manage the pipeline to prevent charges from accruing. This means making sure you are not receiving more cars than can be taken into the facility. We will not accept the FIFO as a dispute on future bills.

Vic,
Regarding the loading and unloading facilities, if we deliver private cars to your facility and you cannot take them in the facility will be liable for demurrage charges unless you can provide a contract showing the facility as exempt from being billed demurrage. American Railcar Industries also has 16 LOPA charges billed on 1/28. When can we expect payment for these charges?

Freight Bill	Age	FB Date	Car/Trailer	Origin	ST	STCC	Billed
6345180644	72	12/11/2018		GORDON	GA	106*	\$9,240.00
7010166858	42	01/10/2019		GORDON	GA	106*	\$19,440.00
7051194129	1	02/20/2019		GORDON	GA	106*	\$154,080.00
							\$182,760.00

Freight Bill	Age	FB Date	Car/Trailer	Origin	ST	STCC	Billed
7028165078	24	01/28/2019	SHPX202013	TENNILLE	GA	181*	\$69.00
7028165086	24	01/28/2019	SHQX006165	TENNILLE	GA	181*	\$69.00
7028165094	24	01/28/2019	SHQX006142	TENNILLE	GA	181*	\$69.00
7028165109	24	01/28/2019	PPTX003498	TENNILLE	GA	181*	\$69.00
7028165117	24	01/28/2019	ICKX015139	TENNILLE	GA	181*	\$69.00
7028165125	24	01/28/2019	SHQX011027	TENNILLE	GA	181*	\$69.00
7028165133	24	01/28/2019	SHQX011002	TENNILLE	GA	181*	\$69.00
7028165141	24	01/28/2019	SHQX010984	TENNILLE	GA	181*	\$69.00
7028165159	24	01/28/2019	ICKX015094	TENNILLE	GA	181*	\$69.00
7028165167	24	01/28/2019	ICKX015057	TENNILLE	GA	181*	\$69.00
7028165175	24	01/28/2019	ICKX015046	TENNILLE	GA	181*	\$69.00
7028165183	24	01/28/2019	GATX064683	TENNILLE	GA	181*	\$69.00
7028165191	24	01/28/2019	ACFX049929	TENNILLE	GA	181*	\$69.00
7028165206	24	01/28/2019	ICKX015185	TENNILLE	GA	181*	\$69.00
7028165214	24	01/28/2019	UTLX301710	TENNILLE	GA	181*	\$69.00
7028165222	24	01/28/2019	SHPX202121	TENNILLE	GA	181*	\$69.00
							\$1,104.00

Thanks,
Courtney

From: Thompson, BJ [mailto:BJThompson@americanrailcar.com]

Sent: Wednesday, February 20, 2019 7:20 AM

To: French, Courtney R. <Courtney.French@nscorp.com>

Cc: Juhasz, Daniel N <daniel.juhasz@nscorp.com>; Bowers, Vic <VBowers@americanrailcar.com>

Subject: [EXTERNAL] FW: [EXTERNAL] Details for your Norfolk Southern Railway invoices are now available. (Profile - ARI DEMURRAGE)

Courtney,

I am disputing this invoice just like the other two due to oldest cars not being placed first as they should have per Andrea Collier on 10/17/18. We are not a loading and unloading facility. Times of service has been irregular causing disruption to our business. We have worked with and met all of NS' requirements of reduction.

Thanks

BJ Thompson
Plant Manager
ARI Railcar Services Tennille
Office (478)552-0370 ext 2201
Mobile (478)232-5467



From: eFreightBill@nscorp.com <eFreightBill@nscorp.com>

Sent: Wednesday, February 20, 2019 2:00 AM

To: Thompson, BJ <BThompson@americanrailcar.com>

Subject: [EXTERNAL] Details for your Norfolk Southern Railway invoices are now available. (Profile - ARI DEMURRAGE)

Dear Valued Customer:

Attached are details (Demurrage and/or Miscellaneous) for your most recent invoices from NS. If you have any questions about an invoice, please contact your Customer Account Representative. You may also manage your account online using eFreightBill at <https://www2.nscorp.com/accessNS>.

7051194129 - Demurrage Details are in the attached file req590220_FB_Details_for_7051194129.xls.

Please note the spreadsheet may have multiple tabs.

Thank you for shipping with NS!

The provisions of NS tariff 6004-D governing demurrage/storage will apply. For details see www.nscorp.com/demurrage.

You are receiving this email because you are enrolled in Norfolk Southern's eDelivery program. If you would like to stop receiving these emails, please contact your Revenue Accounting Analyst.

EXHIBIT 11

Via e-mail

March 12, 2019

John Scheib
Executive Vice President and Chief Legal Officer
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, VA 23510

john.scheib@nscorp.com

Re: Storage charges assessed to ARI repair facility in Tennille, GA

Dear John:

My client, ARI Railcar Services ("ARI") operates a rail car repair facility in Tennille, GA. ARI has recently been assessed significant rail car storage charges by Norfolk Southern for cars that are inbound to the Tennille facility. I believe, as does my client, that these charges should not have been assessed against ARI. Unfortunately, ARI has been unsuccessful thus far in its efforts to resolve these disputed charges in discussions with NS, and ARI requested that I review the propriety of the charges. As described in the remainder of this letter, these charges should not have been assessed against ARI because ARI does not control the transportation or routing of rail cars to its repair facility, and the purposes underlying charges such as demurrage and storage do not apply to the charges being assessed against ARI.

These charges can be found in at least four NS invoices of which I am aware: November 2018 (invoice #6345180644), December 2018 (invoice #7010166858), January 2019 (invoice #7051194129), and February (invoice #7071213147) that total \$340,740. The spreadsheet invoices describe the charges as "private car storage" and include a charge of \$60 per car per day, but there is no citation to any NS tariff or authority for the charges. In my review of potentially applicable NS tariffs, it appears that NS might be attempting to implement NS-8002, Item 3000, which states that "handling/storage charges will be assessed against the repair facility as stipulated in Freight Tariff NS 6004-Series." However, NS-6004 says nothing about repair facilities. In any event, regardless of the intended tariff provision, and regardless of whether this tariff is reasonable as a *general matter* when applied to car repair facilities, the *specific* assessment of storage charges against ARI for inbound cars to the Tennille facility is inappropriate for many reasons, including the facts that the repair facility:

- does not own or lease the cars which are being stored on NS track
- does not hire or engage NS to provide the inbound or outbound transportation to or from Tennille, either by contract or tariff (i.e., the repair facility is not the shipper)
- does not direct the transportation to the Tennille facility
- does not determine when or if cars will be sent to Tennille
- is not involved in the shipment or receipt of freight

March 12, 2019

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- does not operate a loading or unloading site at Tennille
- has no ability to expedite movements to Tennille
- does not know cars have been directed or routed to Tennille until the cars are only a few days away
- has historically not been assessed any storage fees by any railroad, including NS, because repair shops are not loading or unloading sites

In short, ARI has no ability to reduce the number of cars stored by NS outside the Tennille facility.¹ As such, assessing charges against ARI is inapt and unproductive. When applied against ARI, such charges do not increase the availability of rail cars or reduce the use of NS track for storage.² “[R]ailroads are encouraged to independently price their services so as to....improve track and equipment utilization,”³ but ARI’s lack of control over and involvement in car movements to Tennille means that storage prices assessed against ARI do not and cannot improve track utilization.

Recent authority from the Surface Transportation Board regarding demurrage and private car storage also confirms that the \$60 per car per day charge should not be assessed against ARI. In that recent decision, the STB said that its newly-revised demurrage rules are “based on the theory that responsibility for demurrage should be placed on the party in the best position to expedite the loading or unloading of rail cars at origin or destination.”⁴ In explaining the new rules, the STB also stated that it was taking a “conduct-based approach” which advances statutory goals by “permitting the carrier to impose charges on the party best able to get the cars back to the carrier.”⁵ The STB was careful to clarify that its decision also applies to privately owned cars when they are held on railroad property,⁶ with the result being that the purposes underlying demurrage and storage, as explained by the STB, do not apply to charging ARI (the repair facility) for the storage of cars outside the Tennille facility. ARI is not “in the best position” to expedite the process or reduce the need for storage; in fact, ARI has no ability to control if and when cars are sent to Tennille. Similarly, ARI is not “best able” to eliminate

¹ Furthermore, because NS selects the cars that are moved into the facility, ARI cannot assist in moving the quickest repair cars through the facility. ARI is in the process of exploring whether a closed facility status of the Tennille facility will allow ARI to assist in this flow.

² Cf. 49 USC § 10746 (railroads’ demurrage rules and computation of demurrage charges should fulfill national needs related to “freight car use and distribution” and “maintenance of an adequate supply of freight cars to be available for transportation of property”).

³ North America Freight Car Association, et al. v. BNSF Railway Company, STB Docket No. 42060 (Sub-No. 1), slip op. at 6 (served Jan. 26, 2007).

⁴ Demurrage Liability, STB Ex Parte No. 707, slip op. at 8 (served April 11, 2014).

⁵ Demurrage Liability, slip op. at 14-15.

⁶ Demurrage Liability, slip op. at 15 (“The final rules will continue to refer to ‘rail cars,’ and we clarify here that this term encompasses both railroad-owned cars and privately owned cars when such privately owned cars are held on railroad property.”).

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the storage needs. Assessment of the disputed Tennille charges on the consignors – the parties that direct the transportation of cars to Tennille – rather than the repair facility would be consistent with the purpose of demurrage and storage charges, as explained by the STB.

Given the status of ARI Tennille as a rail car repair facility, storage charges should not be assessed against ARI. ARI does not engage the services of NS for either inbound or outbound shipments to or from the Tennille facility, ARI is not the “shipper” for these cars, and ARI does not decide when cars are sent to Tennille. ARI has no ability to expedite or facilitate the flow of traffic, nor can ARI reduce the cars being stored by NS. In short, the purposes underlying assessment of charges such as demurrage and storage do not apply to the charges being assessed against ARI.

I appreciate your attention to this matter, and I look forward to hearing from you soon.

Sincerely,



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EXHIBIT 12



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March 19, 2019

Via e-mail:
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Re: ARI Railcar Services – Storage charges

Dear Ms. Brown,

I am in receipt of your letter to John Scheib dated March 12, 2019. We have looked into the issues raised in your letter and have determined that the charges assessed against ARI Railcar Services are valid. As you mentioned in your letter, NS-8002, Item 3000, notes that charges will be assessed against repair facilities as provided in NS-6004, and that is what happened with respect to ARI Railcar Services. None of the other points made in your letter call into question the legality or validity of the assessed charges. Please instruct your client that NS expects full and prompt payment of all invoiced amounts.

Sincerely,

A handwritten signature in black ink, appearing to be 'D. Coleman', written over a horizontal line.

David L. Coleman