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September 5, 2017

BY HAND DELIVERY

Ms. Cynthia T. Brown
Chief, Section of Administration
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: Finance Docket No. 36146, Bayway Terminal Switching
Company, L.L.C. – Notice of Modified Certificate of Public
Convenience and Necessity

Dear Ms. Brown:

Attached for filing are the original and ten copies of a Notice of Modified Certificate of Public Convenience and Necessity pursuant to 49 C.F.R 1150.23 and a check covering the \$1,900 filing fee.

If you have any questions, please contact me.

Sincerely yours,

A handwritten signature in black ink that reads "Karl Morell".

Karl Morell

Enclosures

FEE RECEIVED
September 5, 2017
SURFACE
TRANSPORTATION BOARD

FILED
September 5, 2017
SURFACE
TRANSPORTATION BOARD

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 36146

BAYWAY TERMINAL SWITCHING COMPANY, L.L.C.
NOTICE OF MODIFIED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

NOTICE OF MODIFIED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
Pursuant to 49 C.F.R. § 1150.23



KARL MORELL
Karl Morell & Associates
Suite 440
440 1st Street, N.W.
Washington, D.C. 20001
Tel: (202) 595-9045

Attorney for:
Bayway Terminal Switching Company,
L.L.C.

Dated: September 5, 2017

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 36146

BAYWAY TERMINAL SWITCHING COMPANY, L.L.C.
NOTICE OF MODIFIED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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Pursuant to 49 C.F.R. § 1150.23

Bayway Terminal Switching Company, L.L.C. (“BTSC”), a non-carrier, files this Notice pursuant to 49 C.F.R. 1150, Subpart C, seeking a Modified Certificate of Public Convenience and Necessity (“Modified Certificate”) to permit BTSC to operate a rail line that was authorized for abandonment and subsequently conveyed to the State of New Jersey. The rail line is located between Milepost 3.15 (East Linden Avenue) and Milepost 4.56 on a line owned by the State of New Jersey (the “Line”). The Line, along with other rail lines, was previously operated by the Morristown & Erie Railway, Inc. *See* STB Finance Docket No. 34054, *Morristown & Erie Railway, Inc. – Modified Rail Certificate* (not printed), served July 5, 2002.

On September 6, 2017, BTSC will commence contract carrier switching for four customers located on the Line pursuant to a Railcar Switching Agreement. The four customers are Phillips 66 Company (“Phillips 66”), Infineum USA L.P., Veolia North America Regeneration Services, LLC, and Solutia Inc. BTSC is seeking this Modified Certificate so that BTSC can provide common carrier switching services should anyone request such service in the future.

BTSC is a subsidiary of Watco Transportation Services, L.L.C., which, in turn, is a subsidiary of Watco Holdings, Inc. (collectively "Watco"). Watco owns 37 short line railroads operating on more than 5,000 miles of track.

In support of this Notice, BTSC submits the following information as required by 49 C.F.R. § 1150.23:

(b)(1) Name and address of operator:

Bayway Terminal Switching Company, L.L.C.
315 W 3rd Street
Pittsburg, Kansas 66762

(b)(1)(i) Organizational documents:

BTSC's Limited Liability Company Agreement is attached as Exhibit 1.

(b)(1)(ii) Name and address of all of its officers and directors:

Chief Executive Officer	Richard B. Webb
President, CFO	Rich D. Baden
Executive Vice President, COO	Dan C. Smith
Executive Vice President, General Counsel	Craig R. Richey
Executive Vice President, CCO	Arthur E. McKechnie, III
Executive Vice President, Chief Marketing Officer	Stefan Loeb

The address of the officers is 315 W 3rd Street, Pittsburg, Kansas 66762. All of the officers are affiliated with Watco and the 37 railroad subsidiaries.

(b)(1)(iii) Financial responsibility of the operator:

Watco is one of the largest short line railroad holding companies in the United States and will financially support BTSC. BTSC will be fully capitalized prior to commencing operations.

((b)(2) Prior abandonment:

Abandonment of the Line was previously authorized in Docket No. AB-263 (Sub-No 3) *Staten Island Railway Corporation – Abandonment*, (not printed), served December 5, 1991; and Docket No. AB 211, *Rahway Valley Railroad Company – Abandonment – between Aldene and Summit in Union County, NJ*, (not printed), served August 27, 1992.

(b)(3) Period of Operation:

BTSC is commencing contract switching services for four customers on the Line pursuant to a Railcar Switching Agreement among the parties. That Agreement has a term of five (5) years subject to extensions by agreement of the parties. Phillips is entering into an agreement with the State of New Jersey which will give Phillips custody of the Line. BTSC has not yet received a copy of that agreement and thus does not know if it contains any term limit for BTSC's common carrier operations. BTSC will submit a copy of that agreement once it is received.

(b)(4) A description of the services to be performed:

As previously noted, BTSC will commence contract switching operations with the four existing customers on the Line pursuant to a Railcar Switching Agreement. BTSC will commence common carrier switching operations pursuant to the Modified Certificate upon reasonable request by any current or future customers on the Line.

(b)(4)(i) The line over which service is to be performed:

As previously noted, the Line is located between Milepost 3.15 (East Linden Avenue) and Milepost 4.56 on a line owned by the State of New Jersey.

(b)(4)(ii) All interline connections:

BTSC will interchange with Consolidated Rail Corporation ("Conrail") pursuant to an Interchange Agreement as a contract switching carrier, at the Bayway Industrial Track (the "Bayway I.T."), the connecting track between the Bayway I.T./Simmons Lead and Bayway Yard and Track No. 4 of Bayway Yard, or such other location to be agreed upon by BTSC and Conrail.

(b)(4)(iii) Liability Insurance:

The certificate of insurance is attached as Exhibit 2.

(b)(4)(iv) Any preconditions which shippers must meet to receive service:

None

(b)(5) Name and address of any subsidizers:

None

(b)(6) Financial information of any subsidizers:

Not applicable

(c) Applicable rates and charges:

Upon reasonable request for common carrier switching services, BTSC will publish appropriate tariffs.

Respectfully submitted,



KARL MORELL

Karl Morell & Associates

Suite 440

440 1st Street, N.W.

Washington, D.C. 20001

Tel: (202) 595-9045

Attorney for:

BAYWAY TERMINAL SWITCHING
COMPANY, L.L.C.

Dated: September 5, 2017

**LIMITED LIABILITY COMPANY AGREEMENT
OF
BAYWAY TERMINAL SWITCHING COMPANY, L.L.C.**

The Interests referred to in this Limited Liability Company Agreement have not been registered under the Securities Act of 1933 or any other securities laws, and such Interests may not be transferred without appropriate registration or the availability of an exemption from such registration requirements.

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**LIMITED LIABILITY COMPANY AGREEMENT
OF
BAYWAY TERMINAL SWITCHING COMPANY, L.L.C.**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement"), is made as of August 29, 2017, by Watco Transportation Services, L.L.C., a Kansas limited liability company (the "Member"), and Bayway Terminal Switching Company, L.L.C., a Delaware limited liability company (the "Company").

RECITAL

The Member has caused the Company to be formed as a limited liability company under the Delaware Limited Liability Company Act and the Member desires to adopt this Agreement as the limited liability company agreement of the Company.

AGREEMENT

In consideration of the premises and the agreements contained herein, the undersigned declare and agree as follows:

ARTICLE I - DEFINITIONS

1.1 Terms Defined Herein. As used herein, the following terms shall have the following meanings, unless the context otherwise specifies:

"**Act**" means the Delaware Limited Liability Company Act, as amended or revised from time to time.

"**Agreement**" means this Limited Liability Company Agreement of the Company, as amended or restated from time to time.

"**Available Cash**" means the aggregate amount of cash on hand or in bank, money market or similar accounts of the Company as of the end of each fiscal quarter, or other applicable period, derived from any source, that the Board of Managers determines is available for distribution to the Member after taking into account any Reserves.

"**Board of Managers**" means any group of Managers, or any sole Manager, designated or deemed designated or elected by the Member pursuant to Article V to manage the business and affairs of the Company.

"**Capital Account**" means the account, if any, established and maintained by the Company for the Member and any Transferee pursuant to Section 3.3.

"**Certificate**" means the Certificate of Formation of the Company as filed with the Delaware Secretary of State, as amended or restated from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or the corresponding provisions of future federal tax laws.

"Company" has the meaning set forth in the introductory paragraph of this Agreement.

"Credits" means all tax credits allowed by the Code with respect to activities of the Company or the Property.

"Distributions" means any distributions by the Company to the Member of Available Cash or Liquidation Proceeds or other amounts.

"Fair Value" of an asset means its fair market value.

"Income" and **"Loss"** mean, respectively, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with the Code.

"Interest" refers to all of the Member's rights and interests in the Company in the Member's capacity as a Member, all as provided in the Certificate, this Agreement and the Act, including, without limitation, the Member's interest in the capital, income, gain, deductions, losses, and credits of the Company.

"Liquidation Proceeds" means all Property at the time of liquidation of the Company and all proceeds thereof.

"Manager" means each of the Persons designated or deemed designated or elected as such by the Member pursuant to Article V.

"Member" means the Person identified as the Member in the introductory paragraph of this Agreement, and any successor-in-interest or Transferee who becomes a Member as provided in this Agreement.

"Officer" means each of the individuals designated or elected by the Board of Managers to serve as an officer of the Company pursuant to Article V.

"Person" means any individual, partnership, limited liability company, corporation, cooperative, trust or other entity.

"Property" means all properties and assets that the Company may own or otherwise have an interest in from time to time.

"Reserves" means amounts set aside from time to time by the Board of Managers pursuant to Section 4.6 of this Agreement.

"Transfer" means (a) when used as a verb, to give, sell, exchange, assign, transfer, pledge, hypothecate, bequeath, devise or otherwise dispose of or encumber, and (b) when used as a noun, the nouns corresponding to such verbs, in either case voluntarily or involuntarily, by operation of law or otherwise.

1.2 Other Definitional Provisions.

(a) As used in this Agreement, accounting terms not defined in this Agreement, and accounting terms partly defined to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles.

(b) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

(c) Words of the masculine gender shall be deemed to include the feminine or neuter genders, and vice versa, where applicable. Words of the singular number shall be deemed to include the plural number, and vice versa, where applicable.

ARTICLE II - BUSINESS PURPOSES AND OFFICES

2.1 Name; Business Purpose. The name of the Company shall be as stated in the Certificate. The business purpose of the Company is to engage in any lawful business for which a limited liability company may be organized under the Act.

2.2 Powers. In addition to the powers and privileges conferred upon the Company by law and those incidental thereto, the Company has the same powers as a natural person to do all things necessary or convenient to carry out its business and affairs.

2.3 Principal Office. The principal office of the Company shall be located at such place(s) as the Board of Managers may determine from time to time.

2.4 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate. The registered office and registered agent of the Company in the State of Delaware may be changed, from time to time, by the Board of Managers.

2.5 Certificate. The Member and the Company hereby acknowledge, confirm, and agree to the Certificate. The Member, or the Company with the approval of the Member, may amend or restate the Certificate at such time or times and in such manner as may be required or permitted by the Act and this Agreement.

2.6 Effective Date. This Agreement shall be effective on the date of this Agreement. The Company shall continue until dissolved pursuant to the Act, the Certificate, or this Agreement.

2.7 No Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member or Manager of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as a Manager of the Company. Notwithstanding the

foregoing, a Member or Manager may agree to be obligated personally for any or all of the debts, obligations and liabilities of the Company.

ARTICLE III - CAPITAL CONTRIBUTIONS AND LOANS

3.1 Capital Contributions. Prior to or upon the execution of this Agreement, the Member may make such contributions to the capital of the Company as the Member may determine.

3.2 Additional Capital Contributions. The Member shall not be obligated to make any additional contributions to the capital of the Company and, accordingly, the Member shall not be liable for damage to the Company as a result of the failure of the Member to make any additional contributions. The Member may, however, make such additional contributions to the capital of the Company as determined from time to time by the Board of Managers and approved by the Member.

3.3 Capital Accounts. A Capital Account may be maintained by the Company for the Member and any Transferee.

3.4 Loans. The Member may make loans to the Company in such amounts, at such times, and on such terms and conditions as may be determined by the Board of Managers and the Member. Loans by the Member to the Company shall not be considered as contributions to the capital of the Company.

3.5 Certificated Securities. Pursuant to title 6 § 8-103(c) of the Delaware Code, the Interests of the Company are securities governed by Article 8 of the Delaware Uniform Commercial Code (the "DUCC"). The Interests of the Company will be "certificated securities" within the meaning of the DUCC and shall be evidenced by certificates in the form attached hereto as Exhibit A or in such other form or forms as the Board of Managers may approve from time to time.

ARTICLE IV - ALLOCATIONS AND DISTRIBUTIONS

4.1 Non-Liquidation Cash Distributions. The amount, if any, of Available Cash may be determined and distributed by the Board of Managers at any time and from time to time.

4.2 Liquidation Distributions. Liquidation Proceeds shall be distributed in the following order of priority:

(a) To the payment of debts and liabilities of the Company (including to the Member to the extent otherwise permitted by law and applicable contractual restrictions) and the expenses of liquidation.

(b) Next, to the setting up of such reserves as the Person required or authorized by law to wind up the Company's affairs may reasonably deem necessary or appropriate for any disputed, contingent or unforeseen liabilities or obligations of the Company, provided that any such reserves may be paid over by such Person to an independent escrow agent, to be held by such agent or its successor for such period as

such Person shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided.

(c) The remainder to the Member.

4.3 Income, Losses and Credits. The Company's Income or Loss, as the case may be, and applicable Credits, for each fiscal year of the Company, as determined in accordance with such method of accounting as may be adopted for the Company, shall be allocated to the Member for both financial accounting and income tax purposes, except as otherwise provided for herein or unless the Board of Managers determines otherwise with the approval of the Member.

4.4 Withholding of Distributions. Notwithstanding any other provision of this Agreement, the Board of Managers (or any Person required or authorized by law to wind up the Company's affairs) may suspend, reduce or otherwise restrict Distributions of Available Cash and Liquidation Proceeds when, in the Board of Managers' sole opinion, such action is in the best interests of the Company.

4.5 Tax Withholding. Notwithstanding any other provision of this Agreement, the Board of Managers may take any action that the Board of Managers determines is necessary or appropriate to cause the Company to comply with any withholding requirements established under any federal, state or local tax law, including, without limitation, withholding on any Distribution to the Member. For all purposes of this Article IV, any amount withheld on any Distribution and paid over to the appropriate governmental body may be treated as if such amount had in fact been distributed to the Member.

4.6 Reserves. The Board of Managers shall have the right to establish, maintain and expend Reserves to provide for working capital, for future maintenance, repair or replacement of the Property, for debt service, for future investments and for such other purposes as the Board of Managers may deem necessary or advisable.

ARTICLE V - MANAGEMENT

5.1 Management. The business and affairs of the Company shall be managed by one (1) or more Persons designated or elected by the Member pursuant to Section 5.2 hereof, who shall be referred to as "Managers" and who, acting as a board, shall constitute the "Board of Managers." Managers need not be Members of the Company. Except as expressly limited by law, the Certificate or this Agreement, the Property and the business of the Company shall be controlled and managed by the Board of Managers. The Board of Managers shall have and is vested with all powers and authorities, except as expressly limited by law, the Certificate, or this Agreement, to do or cause to be done any and all lawful things for and in behalf of the Company, to exercise or cause to be exercised any or all of its powers, privileges and franchises, and to seek the effectuation of its objects and purposes.

5.2 Designation of Managers. The Member may at any time and from time to time designate or elect one (1) or more Managers to serve on the Board of Managers, which Managers shall serve until their successors have been duly designated or elected by the Member or until their earlier death or resignation, or removal, with or without cause, by the Member.

Designation or election of Managers shall not be required at any regular frequency, but, instead, shall occur at such times as the Member shall determine. The Member may also be a Manager and, in the absence of any designation or election by the Member of any other Managers, the Member shall be deemed to be designated as, and constitute, the sole Manager of the Company. At any time that only one (1) Manager has been designated, or deemed designated, by the Member, then any reference in this Agreement to the Board of Managers shall be deemed a reference to such sole Manager and such sole Manager may, subject to all other provisions of this Agreement, manage the business and affairs of the Company without the necessity of calling or conducting any meetings of the Managers or Board of Managers as otherwise contemplated in this Article V. The Member hereby designates Rick Webb and Gary Lundy as the initial Managers of the Company, to serve in such capacity until such Person's successor has been duly designated or elected by the Member or until such Person's earlier death or resignation, or removal as herein provided.

5.3 Delegation of Authority; Officers. The Board of Managers may from time to time, as reasonably necessary to carry on the day-to-day business and affairs of the Company and carry out the decisions of the Member and the Board of Managers, delegate its powers and authorities to employees of the Company, or to any other representatives of the Company, as Officers or in such other capacities as the Board of Managers may determine. The Board of Managers may, from time to time, in its discretion designate any Person to carry out the decisions of the Board of Managers, including, but not limited to, the execution of any instruments on behalf of the Company. Subject to any restrictions in this Agreement or otherwise imposed from time to time by the Member, the Board of Managers shall have the power and authority to enter into management agreements for management of Company operations and may also appoint Persons to act as Officers of the Company or to act in such other capacities or on such committees as the Board of Managers deems advisable from time to time, and any such Persons shall, subject to any such aforesaid restrictions, serve for such periods and hold such positions, shall be entitled to such compensation, and shall have such power and authority, as the Board of Managers may determine from time to time. Unless the Board of Managers decides otherwise or as otherwise provided in this Agreement or otherwise determined by the Member, if the title is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation of the authority and duties that are normally associated with that office, subject to any specific delegation of, or restrictions or limitations on, authority and duties as determined or designated by the Board of Managers or the Member from time to time. Any number of titles may be held by the same person. Any appointment or delegation of authority may be revoked, and any Person may be removed from any Officer position or other capacity, at any time by the Board of Managers, with or without cause. Officers shall, in addition to any compensation approved by the Board of Managers, be entitled to reimbursement for any commercially reasonable expenses incurred in the course of carrying out and exercising their applicable duties and powers.

5.4 Meetings of the Board of Managers; Place of Meetings. Meetings of the Board of Managers shall not be required to be held at any regular frequency, but, instead, shall be held upon the call of any Manager. All meetings of the Board of Managers shall be held at the principal office of the Company or at such other place, either within or without the State of Delaware, as shall be designated by the Managers calling the meeting and stated in the notice of the meeting or in a duly executed waiver of notice thereof. Managers may participate in a

meeting of the Board of Managers by means of conference telephone equipment or similar communications equipment whereby all Managers participating in the meeting can hear each other and participation in a meeting in this manner shall constitute presence in person at the meeting.

5.5 Quorum; Voting Requirement. At all meetings of the Board of Managers, a majority of the number of Managers then serving shall constitute a quorum for the transaction of business. Subject to any and all other express restrictions or requirements under this Agreement, the act of a majority in number of the Managers present at any meeting of the Board of Managers at which a quorum is present shall be the act of the Board of Managers.

5.6 Notice of Meeting. Notice of each meeting of the Board of Managers stating the place, date and hour of the meeting will be given to each Manager either by mail not less than forty-eight (48) hours before the time of the meeting, by telephone or other form of electronic transmission or communication not less than twenty-four (24) hours before the time of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances. The notice may be given by any Manager having authority to call the meeting. "Notice" and "call" with respect to such meetings shall be deemed to be synonymous.

5.7 Waiver of Notice. Whenever any notice is required to be given to any Manager under the provisions of this Agreement, a waiver thereof in writing signed by such Manager, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting except where a Manager attends a meeting for the express purposes of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5.8 Action Without a Meeting. Any action that is required to be or may be taken at a meeting of the Board of Managers may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the Managers. The consents shall have the same force and effect as a unanimous vote at a meeting duly held.

5.9 Compensation of Managers. Managers shall not receive any compensation for their services as such, unless approved by the Member. Nothing herein contained shall be construed to preclude any Manager from serving the Company in any other capacity and receiving compensation therefor. In addition, subject to such reasonable policies and documentation requirements as the Board of Managers may adopt from time to time with the approval of, or at the direction of, the Member, each Manager shall be entitled to payment by or reimbursement from the Company of all reasonable out-of-pocket expenses incurred by such Manager in the course of furnishing services as a Manager of the Company under this Agreement (other than for any salaries, wages, fringe benefits, or other compensation of such Manager's directors, officers, members, managers, or employees, or for any general overhead expenses incurred by such Manager such as, but not limited to, maintaining an office separate from that of the Company).

5.10 Restrictions on Authority of Board of Managers. The Board of Managers shall not be authorized to act in connection with the following without the approval of the Member:

(a) Approval of a merger or consolidation of the Company with another Person;

(b) Change of the status of the Company from one in which management is vested in the Board of Managers to one in which management is vested in the Member; or

(c) The sale, lease, exchange, or other disposition, of all, or substantially all, the Property, with or without the goodwill of the Company.

The approval of the Member shall be required for the foregoing transactions. The Member may at any time and from time to time impose such other or additional restrictions on the authority of the Board of Managers as the Member may deem appropriate. Notwithstanding the provisions of this Section 5.10, the Board of Managers is expressly authorized to grant security interests in all or substantially all of the Property of the Company, and to cause the Company to guarantee obligations of any other Person, without the approval or consent of the Member.

5.11 Execution of Documents Filed with Secretary of State of Delaware and Waiver of Receipt of Copy of Filed Documents. The Member, the Member's designee or any Manager shall be authorized to execute and file with the Secretary of State of Delaware any document permitted or required by the Act. The Member hereby waives any requirement under the Act of receiving a copy of any document filed with the Secretary of State of Delaware. The Member hereby ratifies and affirms the Certificate as heretofore filed on behalf of the Company.

5.12 Limitation of Liability; Indemnification.

(a) **Limitation.** Except to the extent limited by applicable law, no Person shall be liable to the Company or its Members for any loss, damage, liability or expense suffered by the Company or its Members on account of any action taken or omitted to be taken by such Person as a Member or Manager of the Company or by such Person while serving at the request of the Company as a director or manager or in any other comparable position of any Other Enterprise, unless a court determines by clear and convincing evidence that such action or inaction was knowingly fraudulent or in bad faith. A Member's or Manager's liability hereunder shall be limited only for those actions taken or omitted to be taken by such Member or Manager in the exercise or discharge of such Member's or Manager's rights or obligations with respect to the management of the business and affairs of the Company. The provisions of this Section are not intended to limit the liability of any Member or Manager for any other obligations of such Member or Manager undertaken in this Agreement in such Member's or Manager's capacity as a Member, or otherwise. Subject to the foregoing limitation, each Member shall be liable to the Company and to the other Members for any and all losses, costs, and expenses (including reasonable attorneys' fees) incurred by the Company or such other Members as a result of any breach by such Member of any terms or provisions of this Agreement.

(b) **Right to Indemnification.** The Company shall indemnify each Person who has been or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative,

investigative or appellate (regardless of whether such action, suit or proceeding is by or in the right of the Company or by third parties) by reason of the fact that such Person is or was a Member or Manager of the Company, or is or was serving at the request of the Company as a director or manager or in any other comparable position of any Other Enterprise against all liabilities and expenses, including, without limitation, judgments, amounts paid in settlement, attorneys' fees, excise taxes or penalties, fines and other expenses, actually and reasonably incurred by such Person in connection with such action, suit or proceeding (including, without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding); provided, however, that the Company shall not be required to indemnify or advance expenses to any Person from or on account of such Person's conduct that was finally adjudged to have been knowingly fraudulent or in bad faith; provided, further, that the Company shall not be required to indemnify or advance expenses hereunder to any Person in connection with an action, suit or proceeding initiated by such Person unless the initiation of such action, suit or proceeding was authorized in advance by the Board of Managers; provided, however, that a Member or Manager shall be indemnified hereunder only for those actions taken or omitted to be taken by such Member or Manager in the exercise or discharge of such Member's or Manager's rights or obligations with respect to the management of the business and affairs of the Company and that the provisions of this Section 5.12 are not intended to extend indemnification to any Member or Manager for any other obligations of such Member or Manager undertaken in this Agreement in such Member's or Manager's capacity as a Member. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or under a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such Person is not entitled to indemnification hereunder.

(c) Enforcement of Indemnification. In the event the Company refuses to indemnify any Person who may be entitled to be indemnified or to have expenses advanced under this Section 5.12, such Person shall have the right to maintain an action in any court of competent jurisdiction against the Company to determine whether or not such Person is entitled to such indemnification or advancement of expenses hereunder. If such court action is successful and the Person is determined to be entitled to such indemnification or advancement of expenses, such Person shall be reimbursed by the Company for all fees and expenses (including attorneys' fees) actually and reasonably incurred by such Person in connection with any such action (including, without limitation, the investigation, defense, settlement or appeal of such action). If such court action is unsuccessful and the Person is determined to not be entitled to such indemnification or advancement of expenses, such Person shall reimburse the Company for all fees and expenses (including attorneys' fees) actually and reasonably incurred by the Company in connection with any such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

(d) Advancement of Expenses. Expenses (including attorneys' fees) reasonably incurred by a Member or Manager in defending an action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate, shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Member or Manager to repay such

amount if it shall ultimately be determined that such Person is not entitled to indemnification by the Company. In no event shall any advance be made in instances where the Board of Managers or independent legal counsel reasonably determines that such Person would not be entitled to indemnification hereunder.

(e) **Non-Exclusivity.** The indemnification and the advancement of expenses provided by this Section 5.12 shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, or any agreement, vote of Members, policy of insurance or otherwise, both as to action in their official capacity and as to action in another capacity while holding their respective offices, and shall not limit in any way any right that the Company may have to make additional indemnifications with respect to the same or different Persons or classes of Persons. Without limiting the generality of the foregoing, the Board of Managers may in its discretion extend the indemnification and the advancement of expenses provided by this Section 5.12 to any Officers or employees of the Company in such instances and to such extent as the Board of Managers may determine in its discretion. The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 5.12 shall continue as to a Person who has ceased to be a Member or Manager of the Company, and as to a Person who has ceased serving at the request of the Company as a director or manager or in any other comparable position of any Other Enterprise, and shall inure to the benefit of the heirs, executors and administrators of such Person, with respect to any act taken or the failure to take any act by such Person while serving as a Member or Manager of the Company or at the request of the Company as a director or manager or in any other comparable position of any Other Enterprise or with respect to any action, suit or proceeding with respect to such act or failure to act filed after such Person has ceased to be a Member or Manager of the Company or has ceased serving at the request of the Company as a director or manager, or in any comparable position of any Other Enterprise.

(f) **Insurance.** Upon the approval of the Board of Managers, the Company may purchase and maintain insurance on behalf of any Person who is or was a Member, Manager, Officer, agent or employee of the Company, or is or was serving at the request of the Company as a director, manager, officer or in any other comparable position of any Other Enterprise, against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as such, whether or not the Company would have the power, or the obligation, to indemnify such Person against such liability under the provisions of this Section 5.12.

(g) **Amendment and Vesting of Rights.** Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 5.12 shall not be amended or repealed and the rights to indemnification and advancement of expenses created hereunder shall not be changed, altered or terminated except with the approval or consent of the Board of Managers and the Member. The rights granted or created hereby shall be vested in each Person entitled to indemnification hereunder as a bargained-for, contractual condition of such Person's serving or having served as a Member or Manager of the Company or serving at the request of the Company as a director or manager, or in any other comparable position of any Other Enterprise and, while this Section 5.12 may

be amended or repealed, no such amendment or repeal shall release, terminate or adversely affect the rights of such Person under this Section 5.12 with respect to any act taken or the failure to take any act by such Person prior to such amendment or repeal or with respect to any action, suit or proceeding with respect to such act or failure to act filed after such amendment or repeal.

(h) Severability. If any provision of this Section 5.12 or the application of any such provision to any Person or circumstance is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions of this Section 5.12 and the application of such provision to other Persons or circumstances shall not be affected thereby and, to the fullest extent possible, the court finding such provision invalid, illegal or unenforceable shall modify and construe the provision so as to render it valid and enforceable as against all Persons and to give the maximum possible protection to Persons subject to indemnification hereby within the bounds of validity, legality and enforceability. Without limiting the generality of the foregoing, if any Member or Manager of the Company or any Person who is or was serving at the request of the Company as a director or manager, or in any other comparable position of any Other Enterprise, is entitled under any provision of this Section 5.12 to indemnification by the Company for some or a portion of the judgments, amounts paid in settlement, attorneys' fees, ERISA excise taxes or penalties, fines or other expenses actually and reasonably incurred by any such Person in connection with any threatened, pending or completed action, suit or proceeding (including, without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding), whether civil, criminal, administrative, investigative or appellate, but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify such Person for the portion thereof to which such Person is entitled.

(i) Definitions. For purposes of this Section 5.12, references to:

(i) The "Company" shall include, if and only if approved by the Member, in addition to the resulting or surviving limited liability company (or other entity), any constituent limited liability company (or other entity) (including any constituent of a constituent) absorbed in a consolidation or merger so that any Person who is or was a member or manager of such constituent limited liability company (or other entity), or is or was serving at the request of such constituent limited liability company (or other entity) as a director or manager or in any other comparable position of any Other Enterprise shall stand in the same position under the provisions of this Section 5.12 with respect to the resulting or surviving limited liability company (or other entity) as such Person would if such Person had served the resulting or surviving limited liability company (or other entity) in the same capacity;

(ii) "Other Enterprises" or "Other Enterprise" shall include, without limitation, any other limited liability company, corporation, partnership, joint venture, trust or employee benefit plan;

(iii) "fines" shall include any excise taxes assessed against a Person with respect to an employee benefit plan;

(iv) "defense" shall include investigations of any threatened, pending or completed action, suit or proceeding as well as appeals thereof and shall also include any defensive assertion of a cross-claim or counterclaim; and

(v) "serving at the request of the Company" shall include any service as a director, manager, or in any other comparable position that imposes duties on, or involves services by, a Person with respect to an employee benefit plan, its participants, or beneficiaries.

5.13 Contracts with the Member, any Manager, or Affiliates. No contract or transaction between the Company and the Member or any Manager or between the Company and any Person in which the Member or any Manager is a director or officer, or has a financial interest, shall be void or voidable solely for this reason, and the Member or applicable Manager shall not be obligated to account to the Company for any profit or benefit derived by the Member or applicable Manager if the Member consents to such contract or transaction.

5.14 Other Business Ventures. The Member or any Manager may engage in, or possess an interest in, other business ventures of every nature and description, independently or with others, whether or not similar to or in competition with the business of the Company, and neither the Company nor the Member shall have any right by virtue of this Agreement in or to such other business ventures or to the income or profits derived therefrom, subject, however, to any restrictive covenants or other limitations to which the Member or any Manager has agreed to or may hereafter agree to in writing. Neither the Member nor any Manager shall be required to devote all of their time or business efforts to the affairs of the Company, but shall devote so much of their time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

5.15 Board of Advisors. The Board of Managers may in its discretion establish and appoint from time to time a Board of Advisors for purposes of providing advice and assistance to the Board of Managers in regard to the business and affairs of the Company. Such Board of Advisors and its members shall not have any authority to bind, or otherwise take any actions on behalf of, the Board of Managers or the Company.

ARTICLE VI - ACCOUNTING AND BANK ACCOUNTS

6.1 Fiscal Year. The fiscal year and taxable year of the Company shall end on December 31 of each year, unless a different year is required by the Code or otherwise established by the Board of Managers.

6.2 Books and Records. At all times during the existence of the Company, the Board of Managers shall cause to be maintained full and accurate books of account for the Company, which shall reflect all Company transactions and be appropriate and adequate for the Company's business. The books and records of the Company shall be maintained at the principal office of the Company, or such other location(s) as the Board of Managers may determine from time to time. The Member (or the Member's designated representative) shall have the right

during ordinary business hours and upon reasonable notice to inspect and copy (at the Member's own expense) all books and records of the Company.

6.3 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account(s) approved by the Board of Managers and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Managers.

ARTICLE VII - TRANSFERS OF INTEREST

7.1 General Provisions. The Member may Transfer all or any part of the Member's Interest. Upon any Transfer to any transferee (a "Transferee") of all or any part of the Member's Interest, such Transferee shall become a Member of the Company in place of the Member (a "Substitute Member") only to the extent that the Member has expressly stated such intention in writing or if such Transfer occurs by reason of any bequeath or devise by the Member, by operation of law resulting from the death or incapacity of the Member, or in accordance with the provisions of any trust document established by or governing the Member. Except to the extent that a Transferee becomes a Substitute Member, such Transferee shall not be entitled to exercise any rights as a Member in the Company, including the right to vote, grant approvals, or give consents with respect to the applicable Interest, the right to require any information or accounting of the Company's business or the right to inspect the Company's books and records, but such Transferee shall only be entitled to receive, to the extent of the Interest transferred to such Transferee, the Distributions attributable thereto.

7.2 Repurchase of Interests. Any Interest may be repurchased by the Company, by purchase or otherwise, as determined by the Board of Managers with the approval of the Member.

ARTICLE VIII - DISSOLUTION AND TERMINATION

8.1 Events Causing Dissolution. Unless required to be dissolved sooner pursuant to the Act, the Certificate, or this Agreement, the Company shall be dissolved only upon the written agreement or determination of the Member to dissolve.

8.2 Effect of Dissolution. Except as otherwise provided in this Agreement, upon the dissolution of the Company, the Board of Managers shall take such actions as may be required pursuant to the Act and shall proceed to wind up, liquidate and terminate the business and affairs of the Company. In connection with such winding up, the Board of Managers shall have the authority to liquidate and reduce to cash (to the extent necessary or appropriate) the assets of the Company as promptly as is consistent with obtaining Fair Value therefor, to apply and distribute the proceeds of such liquidation and any remaining assets in accordance with the provisions of Section 8.3, and to do any and all acts and things authorized by, and in accordance with, the Act and other applicable laws for the purpose of winding up and liquidation.

8.3 Application of Proceeds. Upon dissolution and liquidation of the Company, the assets of the Company shall be applied and distributed in the order of priority set forth in Section 4.2.

ARTICLE IX - MISCELLANEOUS

9.1 Title to the Property. Title to the Property shall be held in the name of the Company. The Member shall not individually have any ownership interest or rights in the Property, except indirectly by virtue of the Member's ownership of its Interest.

9.2 Nature of Interest in the Company. The Member's Interest shall be personal property for all purposes.

9.3 No Third Party Rights. Except for the provisions in Section 5.12, none of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including, but not limited to, creditors of the Company; provided, however, the Company may enforce any rights granted to the Company under the Act, the Certificate, or this Agreement.

9.4 Amendments to this Agreement. This Agreement shall not be modified, amended, or restated in any manner other than by the Member.

9.5 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

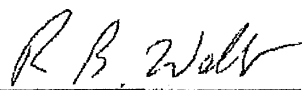
9.6 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

9.7 Headings. The headings of the Certificate and the sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions thereof and hereof.

9.8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

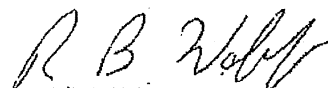
IN WITNESS WHEREOF, the Member and the Company have executed this Agreement as of the date first written above.

**WATCO TRANSPORTATION SERVICES,
L.L.C.**

By: 
Richard B. Webb, Chief Executive Officer

"Member"

**BAYWAY TERMINAL SWITCHING
COMPANY, L.L.C.**

By: 
Richard B. Webb, Manager

"Company"

EXHIBIT A
CERTIFICATE OF
MEMBERSHIP INTEREST IN
BAYWAY TERMINAL SWITCHING COMPANY, L.L.C.

Certificate No. ____

The undersigned duly authorized officer of Bayway Terminal Switching Company, L.L.C., a Delaware limited liability company (the "**Company**"), hereby certifies that _____ ("**Holder**") is the registered owner of _____ percent (____%) of the membership interests (the "**Member Interests**") of the Company. The rights, preferences and limitations of the Member Interests are set forth in the Limited Liability Company Agreement of the Company dated as of August 29, 2017, as amended or restated from time to time (the "**Limited Liability Company Agreement**"), a copy of which is on file at the Company's principal office.

Dated: _____, ____.

**BAYWAY TERMINAL SWITCHING COMPANY, L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY**

By: _____
Craig R. Richey
Secretary

THE MEMBER INTERESTS REFERRED TO IN THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY OTHER SECURITIES LAWS, AND SUCH SHARES MAY NOT BE TRANSFERRED WITHOUT APPROPRIATE REGISTRATION OR THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS.

TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT.

THE MEMBER INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SECURITIES GOVERNED BY ARTICLE 8 OF THE DELAWARE UNIFORM COMMERCIAL CODE.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 08/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B : Aegis/Lloyd's of London & Apollo/Lloyd's of London</td> <td>15792</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : American Longshore Mutual Association (Alma)</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B : Aegis/Lloyd's of London & Apollo/Lloyd's of London	15792	INSURER C : Travelers Property Casualty Co. of America	25674	INSURER D : American Longshore Mutual Association (Alma)		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Watco Companies, L.L.C. 315 W. 3rd Street Pittsburg, KS 66762-4706															

COVERAGES

CERTIFICATE NUMBER:

CHI-007163936-15

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$			026022526	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 30,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2N-UB-1105L967-17	08/10/2017	08/10/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Liability (See Attached)			509/BOWCN1700104 'SIR Value: \$3,000,000'	03/01/2017	03/01/2018	Per Occurrence 7,000,000 Aggregate 14,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Watco Companies, L.L.C. 315 W. 3rd Street Pittsburg, KS 66762-4706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: 743272

LOC #: Chicago



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED Walco Companies, L.L.C. 315 W. 3rd Street Pittsburg, KS 66762-4706	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Railroad Liability Continued:

Liability for Railroad Operation, FELA and Accidental Upset & Overturn Pollution are included under the Railroad Liability policy.

Railroad Property:

Carriers: Indian Harbor Insurance Company & Lloyds/Amlin

Policy Numbers: PRO0045364-02 & BOWPN1700049

Policy Period: 03/01/2017 - 03/01/2018

Real and Personal Property and Business Interruption, Extra Expense, Locomotives, Owned Rolling Stock, Foreign Line Rolling Stock, Bill of Lading, Scheduled Bridges, Track and Roadbed

Total Limits:

\$10,000,000 Per Occurrence

\$25,000,000 Aggregate as Respects to Flood

\$25,000,000 Aggregate as Respects to Earthquake

\$2,500,000 Aggregate Pollution Cleanup

\$2,000,000 Per Occurrence for all Motor Truck Cargo Legal Liability

Excess Property:

Carriers: Maxum Indemnity Company / Aspen Specialty Insurance Company / Houston Casualty Company

Policy Numbers: MSP6026109-03 / PXAF63N17 / CUL60457.037

Policy Period(s): 03/01/2017 - 03/01/2018

Limit: \$15,000,000

Excess of \$10,000,000 Per Occurrence and in the aggregate of Indian Harbor & Steadfast Insurance Primary Policy

Other deductibles may apply as per policy terms and conditions.

Excess Liability Layers:

Second Layer Excess Liability:

Carriers: Steadfast Insurance Company & Hiscox

Policy Numbers: SEO387550-15 & BOWCN1700244

Policy Period: 03/01/2017 - 03/01/2018

Limits: \$25,000,000 Per Occurrence / \$50,000,000 Aggregate

Excess of \$25,000,000 Per Occurrence / \$50,000,000 Aggregate

Third Layer Excess Liability:

Lloyds-ATL/Apollo/Starr - Policy # B0509BOWCN1700103

Ironshore Specialty Insurance Company - Policy # 001293303

Liberty Surplus Insurance Company - Policy # XSHV666605-01

Sompo Canopus - Policy # S01182C

Policy Period: 03/01/2017 - 03/01/2018

Limits: \$100,000,000 Per Occurrence / \$200,000,000 Aggregate

Excess of \$50,000,000 Per Occurrence / \$100,000,000 Aggregate

Named Insured Listing:

Alabama Southern Railroad, Inc.
Alabama Southern Railroad, L.L.C.
Alabama Warrior Railway, L.L.C.
Ann Arbor Railroad, Inc.
Arkansas Southern Railroad, Inc.
Arkansas Southern Railroad, L.L.C.
Aspen Transportation, LLC
Austin Western Railroad, Inc.
Austin Western Railroad, L.L.C.
Autauga Northern Railroad, L.L.C.
Baton Rouge Southern Railroad, L.L.C.
Bayway Terminal Switching Company L.L.C.
Birmingham Terminal Railway, L.L.C.
Blue Mountain Railroad
Blue Ridge Southern Railroad, L.L.C.
Bogalusa Bayou Railroad, LLC
Boise Valley Railroad, Inc.
Boise Valley Railroad, L.L.C.
D-Wat, Inc.
Dome Acquisition Corp.
Eastern Idaho Railroad, Inc.
Eastern Idaho Railroad, L.L.C.
Fitzgerald Railcar Services, Inc.
Generations Holding, Inc.
Grand Elk Railroad, L.L.C.
Great Northwest Railroad, Inc.
Great Northwest Railroad, L.L.C.
Greensport Management, L.L.C.
Watco Greensport, L.L.C.
Greensport/Ship Channel Partners, L.P.
Hockley Rail Car, Inc.
Jacksonville Port Terminal Railroad, LLC
Kanawha River Railroad, LLC
Kansas & Oklahoma Railroad, Inc.
Kansas & Oklahoma Railroad, L.L.C.
Kansas City Switching Company
Kansas City Switching Company, L.L.C.
Kaw River Railroad, Inc.
Kaw River Railroad, L.L.C.
Kinder Morgan
LIVRON, LLC
Louisiana Southern Railroad, Inc.
Louisiana Southern Railroad, L.L.C.
Lubbock and Western Railway, L.L.C.
Madonna Corp.
MBF Industries, Inc.
Millennium Rail, Inc.
Millennium Rail, LLC
Mission Mountain Railroad, Inc.
Mission Mountain Railroad, L.L.C.
Mississippi Southern Railroad, Inc.
Mississippi Southern Railroad, L.L.C.
MSR Mergeco, Inc.
New Fitzgerald, L.L.C.

Pacific Sun Railroad, L.L.C.
Palouse River and Coulee City Railroad, Inc.
PRCCR, Inc.
Palouse River and Coulee City Railroad,
L.L.C.
Pennsylvania Southwestern Railroad, Inc.
Pennsylvania Southwestern Railroad, L.L.C.
Pecos Valley Permian Railroad, L.L.C.
Pecos Valley Southern Railroad, L.L.C.
PSR Mergeco, Inc.
Rail Car Storage, L.P.
Railcar Services and Logistics Corporation
Reload Express, Inc.
Reload, Inc.
San Antonio Central Railroad, L.L.C.
Southeast Kansas Railroad
South Kansas & Oklahoma Railroad, Inc.
South Kansas & Oklahoma Railroad, LLC
Stillwater Central Railroad, Inc.
Stillwater Central Railroad, L.L.C.
Swan Ranch Railroad, L.L.C.
Texas and New Mexico Railway, L.L.C.
Timber Rock Railroad, Inc.
Timber Rock Railroad, L.L.C.
Vicksburg Southern Railroad, Inc.
Vicksburg Southern Railroad, L.L.C.
Watco Alabama Port Services, L.L.C.
Watco Companies, Inc.
Watco Companies, L.L.C.
Watco Compliance Services, L.L.C.
Watco-Cudahy Mechanical Services, L.L.C.
Watco Dock & Rail, L.L.C.
Watco Dock & Rail II, L.L.C.
Watco Holdings, Inc.
Watco International Holdings, L.L.C.
Watco Mechanical Corp.
Watco Mechanical Services, Inc.
Watco Mechanical Services, L.L.C.
Watco Railroad Company Holdings, Inc.
Watco Supply Chain Services, LLC
Watco Switching Services
Watco Switching Services, L.L.C.
Watco Terminal and Port Services
Watco Transloading, L.L.C.
Watco Transportation Holdings Inc.
Watco Transportation Services, Inc.
Watco Transportation Services, L.L.C.
Webb Asset Management
Wisconsin & Southern Railroad Co.
Wisconsin & Southern Railroad, LLC.
Yellowstone Valley Railroad, Inc.
Yellowstone Valley Railroad, L.L.C.